

YSU Board of Trustees Meeting Minutes

Committee Meetings, March 2, 2022, 10 a.m. Presidents' Suites, Kilcawley Center

Attendance

Members Present:

Charles T. George, Allen L. Ryan, Jr., J.D., John R Jakubek, Joseph J. Kerola, Elsa Khan, Helen Lafferty, Galatiani G. Lopuchovsky, Anita A. Hackstedde, M.D., Michael A. Peterson, Molly S. Seals, Eric Spiegel.

Members Absent:

Ted Roberts

Guests Present:

Kevin Ball, Claire Berardini, Joy Polkabila Byers, Ron Cole, John Colla, Chet Cooper, Elizabeth Coss, Amy Cossentino, Katrina Davidson, Jenn Drennen, David Edwards, Jeanne Hermann, John Hyden, Holly Jacobs, Kevin Krahl, Cindy Kravitz, Carol Lamb, Dana Lantz, Jen Lewis-Aey, Stacey Luce, Neal McNally, Greg Morgione, Ross Morrone, Jennifer Oddo, Jen Pintar, Elaine Ruse, Sal Sanders, Gary Sexton, Mike Sherman, Sev Van slambrouck, Brien Smith, Wim Steelant, Ron Strollo, Nicole Kent Strollo, Shannon Tirone, Jim Tressel, Shawn Varso, Rich White, Kelly Wilkinson, Sharyn Zembower

I. MEETING SCHEDULE

Pledge of Allegiance

President Jim Tressel opened the meeting by acknowledging the war in Ukraine. "It's a difficult time, and our hearts go out to everyone," he said. He said the university is offering full support to the few students from the Ukraine region, as well as an instructor who has family in the country. Trustee Peterson then offered up a brief prayer.

II. INVESTMENT SUBCOMMITTEE

Allen L. Ryan, Jr., Chair

Charles T. George, Vice Chair

Joseph J. Kerola

Galatiani G. Lopuchovsky

- A. Disposition of the Minutes for the Previous Meeting Held on December 1, 2021₁

Draft copies of the minutes of the subcommittee's meeting held Dec. 1, 2021, were provided to the trustees prior to the meeting. Trustees accepted the minutes as provided.

B. Old Business

No Old Business

C. Committee Items

1. Investment Subcommittee Discussion Items

a. Annual Disclosure of Trustee Relationships with University-Affiliated Financial Institutions

Neal McNally, vice president for Finance and Business Operations, reminded board members of the university policy requiring trustees to disclose relationships with financial institutions involved with the university's non-endowment and endowment funds.

b. March 2, 2022 Quarterly Portfolio Asset Allocation and Investment Performance Review

John Colla of Clearstead reported that the university's total non-endowment assets gained 7.8 percent in the 2021 calendar year to \$87.27 million.

2. Investment Subcommittee Action Items

a. Resolution to Approve Clearstead's Recommendation to Rebalance the Non-Endowment Long-Term Investment Pool

Motion:

To Approve a Resolution to Approve Clearstead's Recommendation to Rebalance the Non-Endowment Long-Term Investment Pool. The recommendation from John Colla, a representative of Clearstead, includes investing \$2.6 million in the HIG Principal Lending Fund.

Motion moved by Joseph J. Kerola and motion seconded by Charles T. George. The subcommittee unanimously approved the motion.

- b. Resolution to Amend the Youngstown State University Non-Endowment Asset Allocation Guidelines

Motion:

To Approve a Resolution to Amend the Youngstown State University Non-Endowment Asset Allocation Guidelines. Colla said the changes include allowing more flexibility between the long-term and short-term pools and to align with the guidelines associated with distribution across investment categories.

Motion moved by Charles T. George and motion seconded by Joseph J. Kerola. The subcommittee unanimously approved the motion.

3. Background Materials

No background material.

- D. New Business **No New**

Business

- E. Adjournment

III. **AUDIT SUBCOMMITTEE**

Michael A. Peterson, Chair

Molly S. Seals, Vice Chair

James E. "Ted" Roberts

Anita A. Hackstedde

Elsa Khan

- A. Disposition of the Minutes for the Previous Meeting Held on December 1, 2021
Draft copies of the minutes of the subcommittee's meeting held Dec. 1, 2021, were provided to the trustees prior to the meeting. Trustees accepted the minutes as provided.

- B. Old Business

No Old Business

C. Committee Items

1. Audit Subcommittee Discussion Items

Kelli L. Miller, former director of Internal Audit now working as a manager in the YSU Division of Workforce Education and Innovation, updated the subcommittee on a variety of initiatives.

- a. Audit Matrix Open Audit Recommendation Update
- b. FY22 Second Quarter Internal Audit Plan Update
- c. Anonymous Reporting Hotline Stats Update
- d. Enterprise Risk Management Update
- e. Transition Plan for the Office of Internal Audit
- f. Update on Search for Director of Internal Audit
McNally presented the FY 2021 NCAA Agreed Upon Procedures Report and the WYSU Radio Station Audit for FY 2021, reviewed by the independent accounting firm Plante Moran. He said both audits were clean with no findings, and both have been certified by the Ohio Auditor of State.
- g. NCAA Agreed Upon Procedures Report, FY 2021
- h. WYSU-FM Radio Station Audit, FY 2021

2. Audit Subcommittee Action Item

No Action Items

3. Background Material

No Background Materials

- a. No material this quarter.

D. New Business

No New Business

E. Adjournment

IV. FINANCE AND FACILITIES COMMITTEE

Michael A. Peterson, Chair

Joseph J. Kerola, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting Held on December 1, 2021
Draft copies of the minutes of the committee's meeting held Dec. 1, 2021, were provided to the trustees prior to the meeting. Trustees accepted the minutes as provided.

B. Old Business

No Old Business

C. Committee Items

1. Finance and Facilities Consent Items

Motion:

To approve two resolutions on the committee's consent agenda:

- Resolution to Modify Contract Compliance and Administration Policy, 3356-3-04
- Resolution to Modify and Retitle Electronic Information Technology (EIT) Accessibility Policy, 3356-5-14

Motion moved by Molly S. Seals and motion seconded by Joseph J. Kerola.
The committee unanimously approved the motion.

a. Resolution to Modify Contract Compliance and Administration Policy, 3356-3-04

b. Resolution to Modify and Retitle Electronic Information Technology (EIT) Accessibility Policy, 3356-5-14

2. Finance and Facilities Action Items

a. Resolution to Approve Changes to Tuition and Fees for the 2022-23 Academic and Fiscal Year

The resolution sets tuition/fees across several categories, including undergraduate, graduate, resident, non-resident, Affordable Tuition Advantage, Penguin Promise and distance learning. McNally reported that YSU's tuition and fees will remain the third lowest among public universities in Ohio. Under Penguin Promise, in which students' costs remain the same for four years, full-time tuition/fees for new incoming undergraduate students will be \$5,205 per semester starting Fall 2022. For graduate students, the amount is \$6,494 per semester. Out-of-state full-time students pay an additional \$180 per semester surcharge. The resolution also calls for no changes in dozens of other miscellaneous fees, including parking. Trustee Eric Spiegel asked if the university or the state of Ohio does any modeling on the impact tuition has on enrollment. McNally said neither the university nor the state has analyzed the tuition sensitivity but have acknowledged that tuition price elasticity is not limitless. McNally also pointed out, however, that the state places caps on undergraduate tuition. To not adjust to the cap, the revenue generated is a lost opportunity that never returns, he added. Provost Brien Smith added that the university does model how the combination of tuition and scholarships impacts net tuition price and how that can influence students' decisions to attend YSU.

Motion:

To Approve the Resolution to Approve Changes to Tuition and Fees for the 2022-23 Academic and Fiscal Year

Motion moved by Charles T. George and motion seconded by Joseph J. Kerola. The committee unanimously approved the motion.

b. Resolution to Approve Interfund Transfers

The resolution includes the transfer of \$750,000 from the Parking Services Plant Reserve to fund renovations to the M-30 parking deck.

Motion:

To Approve the Resolution to Approve Interfund Transfers

Motion moved by Charles T. George and motion seconded by Joseph J. Kerola. The committee unanimously approved the motion.

3. Finance and Facilities Discussion Items

a. Quarterly Update on the FY22 Operating Budget

McNally presented a budget-to-actual comparison showing all General Fund revenue and expense categories are on or above target through the first half of fiscal year 2022. McNally said that while the budget plan is on target, revenue this year from tuition and fees has fallen by nearly \$4 million, and he reminded the board again that the budget relies on approximately \$10 million in one-time federal COVID-19 funds. He also noted that revenue for university Housing is down, due mostly to a less-than-projected 74 percent occupancy rate that will likely result in a \$1 million shortfall. Trustee Seals suggested an adjustment to the report that McNally indicated would be made.

b. Planning and Construction Projects Update

“This certainly starts the busy time for our office,” Rich White, director of Planning and Construction, said in starting his summary of campus construction. Among the projects: renovations to the greenhouse in Ward Beecher Hall; elevator safety repairs and replacements; building envelope renovations; utility distribution upgrades and expansion; Moser Hall and Fok Hall renovations; and additional surface parking lots along Fifth Avenue.

c. Kilcawley Center Renovation and/or New-Build

Joy Polkabila Byers, associate vice president for Student Experience, updated the committee on the ongoing assessment of the university’s student center. Byers said a committee charged with examining the future of the center hosted a campus forum in January, attended by 65 individuals. At the meeting, the university’s consultant shared ideas on possible designs, including renovations to the current Kilcawley Center or construction of a

new student center along Fifth Avenue. She said the committee has received lots of good feedback and hopes to make a thorough presentation to the board in June. “We have solicited input from everybody you could imagine,” said John Hyden, associate vice president for Facilities. Trustee Molly Seals said it is critical that the university’s plans for the student center be clearly communicated, especially given the downsizing taking place elsewhere across campus. “The sensitivity of that is really important,” she said.

d. Report of Audit Subcommittee

Trustee Mike Peterson, chair of the Audit Subcommittee, reported that the subcommittee met earlier in the day. Kelli L. Miller, former director of Internal Audit now working as a manager in the YSU Division of Workforce Education and Innovation, updated the subcommittee on the Audit Matrix Open Audit Recommendation, the FY22 Second Quarter Internal Audit Plan, the Anonymous Reporting Hotline and Enterprise Risk Management. Peterson said Miller also reviewed the transition plan for the Office of Internal Audit and updated members on the search for a new director. In addition, Peterson said that McNally, vice president for Finance and Business Operations, presented the NCAA Agreed Upon Procedures Report for FY 2021 and also reported on a new audit for WYSU-FM.

e. Report of Investment Subcommittee

Trustee Allen Ryan, chair of the Investment Subcommittee, said the subcommittee met earlier in the day and approved a Resolution to Approve Clearstead's Recommendation to Rebalance the Non-Endowment Long-Term Investment Pool. The recommendation from John Colla, a representative of Clearstead, includes investing \$2.6 million in the HIG Principal Lending Fund. Ryan said the subcommittee also approved a resolution to Amend the Youngstown State University Non-Endowment Asset Allocation Guidelines.

f. Support of the Regional Economy

Prior to the meeting, Trustee Ted Roberts requested that a recent article in the *Business Journal* about doing business with local companies be considered by the board.

McNally reported that the university is committed to doing as much business as possible with local companies. State and federal competitive selection requirements, however, mean YSU sometimes ends up working with businesses outside the area. Last fiscal year, YSU spent \$22 million with companies located in Ohio and \$14 million with businesses in Mahoning, Trumbull and Columbiana counties. "That's a big impact," he said. And that doesn't include a \$100 million-plus annual payroll and the \$75 million to \$100 million in construction spending on private housing and retail adjacent to campus over the last several years.

4. Background Materials

- a. Budget and Interfund Transfers for the Quarter Ending December 31, 2021, Reportable under Policy Number 3356-3-11.1, Budget Transfers
- b. Second Quarter Diversity and EDGE Spend Report

D. New Business

No New Business

President Tressel concluded the committee meeting by telling trustees that the administration is very aware of the challenges in front of YSU and all of higher education. YSU is working hard, he said, to optimize class offerings and personnel and to find new and better ways to attract students.

E. Adjournment

V. **GOVERNANCE COMMITTEE**

John R Jakubek, Chair

Charles T. George, Vice Chair

All Trustees Are Members

A. Disposition of the Minutes for the Previous Meeting

Draft copies of the minutes of the committee's meeting held Dec. 1, 2021, were provided to the trustees prior to the meeting. Trustees accepted the minutes as provided.

B. Old Business

No Old Business

C. Committee Items

1. Governance Committee Action Items

- a. Resolution to Amend the Bylaws of the Board of Trustees of Youngstown State University

Chair John Jakubek thanked trustees for their input and acknowledged vice president Mike Sherman, vice president for Institutional Effectiveness and Board Professional, and General Counsel Holly Jacobs for their work interacting with the board to instigate important adjustments to the committee structures and operations of the of the Board. Among the changes: a provision allowing the board to hold meetings through YSU supported technology as provided by law (virtual); new sections on board orientation and ethics training; and creation of a new Intercollegiate Athletics Committee and Investment Committee that was previously a subcommittee as is Audit.

Motion:

To Approve a Resolution to Amend the Bylaws of the Board of Trustees of Youngstown State University

Motion moved by Charles T. George and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

2. Governance Committee Discussion Items

- a. Nomination of Officers of Youngstown State University Board of Trustees for 2022-2023 (chairperson, vice chairperson, secretary)

Motion:

To nominate the following slate of board officers for 2022-23:
Chair John Jakubek, Vice Chair Chuck George and Secretary Molly Seals.

Motion moved by Charles T. George and motion seconded by Anita A. Hackstedde, M.D. The committee unanimously approved the motion.

- b. Ohio Department of Higher Education Fall 2021 Trustees Conference: Follow-up

Sherman reported that YSU has been significantly involved in many of the major initiatives discussed at the recent Ohio Department of Higher Education Fall 2021 Trustees Conference - college credit plus, FAFSA completion, ITAGS/CTAGS, college comeback/stranded credits and second chance grants. Tressel said the major point he took out of the conference is the growing need for computer scientists across the state and nation. The question was raised regarding should we have a School as opposed to a department of computer science.

- c. BOT Trustees Advance #2 Discussion: Collective Impact with the Community

The committee discussed holding an Advance (retreat) in the Fall to discuss the university's Collective Impact with the Community. This would include clarifying the important role the Division of Workforce Education and Innovation will play in helping support the workforce needs of an emerging "Voltage Valley" concept as well as enhancing careers through credentials and certificates that could be adapted to an alternative transcribing approach for academic programs.

- d. IPEDS Review 2020-2021

Sherman presented YSU's 2021 IPEDS Data Feedback Report. IPEDS collects data from all higher education institutions. The 16-page report compares YSU on a plethora of measures, from enrollment and graduation rates to faculty salaries and financial aid, against 29 other institutions nationwide, from California State

University-Fresno to Kean University in New Jersey. The board discussed several areas of the report, including graduation rates, admission selectivity and financial aid. There was significant discussion amongst board members regarding closing the achievement gap and efforts currently underway to support such an objective. Sherman indicated that some significant analytics are underway to assess the interactive effects of various student attributes such as academic preparation, expected family contribution to pay tuition, and scholarship amounts on student retention. It was indicated this analysis will help provide some perspectives on how to increase the success of admitted students.

The board had a lengthy discussion about graduation rates and what YSU can do to improve them. Trustee Seals said she believes the university needs a higher sense of urgency on the issue and should seek external help to find ways to increase the rate. “Until we research it, we don’t know,” she said. Seals particularly pointed to data in the IPEDS report showing a 21-percent six-year graduation rate for black/African American students. The board also discussed ties between graduation rates and admission standards, the impact of the state’s switch to a performance-based funding formula and the college-readiness of high school students. Sherman noted that pending federal legislation will require reporting on student success at the academic major level. He also said that more emphasis is being placed on the length of time a student can retire their higher education debt given their major as well as the relationship of these factors to measures of career-boost and social mobility. He indicated that the Carnegie Classification is likely to include a social mobility index in the next criteria and various foundations and other agencies are emphasizing social mobility.

President Tressel recognized the great work of the entire campus, especially the faculty and staff for its contributions to the success

of our students noting the increasingly larger number of graduates in each of the last three years and the increase in a cohort graduation rate from the mid-thirties six or so years ago to nearly 50 percent for the most recent cohort for which such data is available. He reminded the board of the McKinsey data represented several meetings ago where relative to the very small increase in tuition there was such a significant improvement in student success.

- e. Ohio Revised Code: Section 3345.35 | Course Evaluation Based on Enrollment and Duplication with other Institutions

Sherman reported on a state law that requires universities to evaluate courses based on enrollment levels and duplication with other institutions. The YSU Office of Academic Affairs reported that it intends to intersect this requirement with the Academic Program Effectiveness and Enhancement Initiative so as to present a preliminary report to the board in September 2022 and for approval in December 2022.

D. Background Materials

- 1. Two-year Running Attendance for Members of the Board of Trustees

This is the attendance record for the time period January 1, 2020 – December 31, 2021.

YSU Trustees Two Year Running Attendance Record Form - Submitted

E. New Business

- . Adjournment

VI. ACADEMIC EXCELLENCE AND STUDENT SUCCESS COMMITTEE

Molly S. Seals, Chair

Joseph J. Kerola, Vice Chair

All Trustees are Members

- A. Disposition of the Minutes for the Previous Meeting

Draft copies of the minutes of the committee's meeting held Dec. 1, 2021, were provided to the trustees prior to the meeting. Trustees accepted the minutes as provided.

B. Old Business

No Old Business

C. Committee Items

1. Academic Excellence and Student Success Consent Agenda Items

Motion:

To approve two resolutions on the committee's consent agenda:

- Resolution to Modify Textbook Selection Policy, 3356-10-23
- Resolution to Modify Admission, Retention, and Graduation Standards Policy, 3356-10-06

Motion moved by Charles T. George and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

- a. Resolution to Modify Textbook Selection Policy, 3356-10-23
- b. Resolution to Modify Admission, Retention, and Graduation Standards Policy, 3356-10-06

2. Academic Excellence and Student Success Action Items

- a. Resolution to Modify Research Misconduct Policy, 3356-10-16

The policy was reviewed as part of the university's regular policy review process and updated in accordance with policies from the U.S. Department of Health and Human Services and the National Science Foundation.

Motion:

To Approve the Resolution to Modify Research Misconduct Policy, 3356-10-16

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

b. Resolution to Authorize Conferral of Honorary Degree

The resolution authorizes the conferral of an honorary degree on William Kennedy, president of Redex Industries Inc., maker of Udderly Smooth Udder Cream.

Motion:

To Approve a Resolution to Authorize Conferral of Honorary Degree

Motion moved by Charles T. George and motion seconded by Anita A. Hackstedde, M.D. The committee unanimously approved the motion.

3. Academic Excellence and Student Success Discussion Items

a. Academic Program Transformation Initiative (formerly the Curricular Efficiency Initiative)

Jennifer Pintar, associate provost for Academic Administration, introduced the Academic Program Transformation Initiative which will be implemented in tandem with the Curricular Efficiency and Academic Program Enhancement and Effectiveness initiatives. She said the Academic Affairs is hosting its sixth Curricular Efficiency workshop this week. The discussion at a January workshop included student mental health services and university marketing. Pintar also talked about curricular complexities, prerequisite requirements and course caps. She also said that through course efficiency initiatives, the academic programs eliminated 1,100 (out of 5,800) courses from the university's academic catalogue that, while in the catalogue, are not being taught.

b. Academic Program Enhancement & Effectiveness Initiative

Provost Brien Smith said the process of reviewing and evaluating academic programs continues via the Academic Program Enhancement and Effectiveness Initiative. Any adjustments to programs warranted through the review will be reported to the board in June. Kevin Ball, associate provost for Academic Programs and Planning, said data is now available to update the dashboards for all academic programs for 2020-21. Sal Sanders, dean and assistant provost for Graduate Studies, said there is now an improved interface for the dashboards. He also reported on the expectation for YSU to address duplicative programs and low enrolled courses consistent with Ohio Revised Code that will be integrated with APEEI. "It's clear there has been a lot of work to get to where you are," Trustee Seals said also noting there remains a ways to go as well.

c. The Plan for Strategic Actions to Take Charge of Our Future and Higher Learning Commission Accreditation

Ball and Amy Cossentino, associate provost for Strategy and Engagement and dean of the Sokolov Honors College, reported on efforts to better align the strategic plan with the Higher Learning Commission accreditation process. The effort includes connecting HLC reaccreditation team members with members of the strategic planning team. Cossentino presented a graphic illustrating how implementation of the university's strategic plan aligns with steps required to prepare for the mid- and 10-year reaccreditation visits from the Higher Learning Commission. The overall goal is to develop the HLC assurance argument in real-time using these two collaborating teams by aligning the elements of implementing the strategic plan with the criteria in the assurance argument that are considered for reaccreditation. It is anticipated that the annual build out of the web interface will in aggregate over time, become the assurance document.

d. Enrollment and Student Success Optimization

Claire Berardini, associate provost for Student Success, updated the committee on CRM Advise, a system that allows faculty to issue alerts to academically struggling students who would benefit from some sort of academic outreach. Berardini said the number of alerts issued by faculty has significantly increased this semester, meaning that hundreds more students who may be at-risk academically are being identified and helped. She indicated that that it is a team effort of OAA with the academic program faculty and the Institute for Teaching Learning that will further enhance the adoption of the system and the resultant increase in the success of students.

Jeanne Herman, registrar, reported on Penguin Pass, the university's new degree audit system. Student Trustee Galena Lopuchovsky said the system is great in helping students develop their course schedules and, ultimately, graduate on time.

e. Academic Senate Update

Chet Cooper, chair of the Academic Senate, updated the board on activities of the Senate, including work of the Curriculum Committee and the Program Committee. He said the Senate is also working on several policies, including one about the ability of transfer students to graduate with honors. He also encouraged trustees tune in to the Senate's new podcast. President Tressel also noted that the Senate has been very engaged and helpful in the university's COVID-19 return-to-campus initiatives.

. Background Materials

- a. Office of Research Services Quarterly Report
- b. Current Accreditation Activity
- c. Academic Programs Update

- d. Sabbatical and Faculty Improvement Leaves for AY 2022-2023
 - e. Research Professorship List
 - f. Student Crisis Notification and Response Plan
- D. New Business
- No New Business
- E. Adjournment

VII. **INSTITUTIONAL ENGAGEMENT COMMITTEE**

James E. "Ted" Roberts, Chair

Allen L. Ryan, Jr., Vice Chair

All Trustees are Members

Trustee Ryan chaired the meeting in Trustee Roberts' absence.

- A. Disposition of the Minutes for the Previous Meeting
Draft copies of the minutes of the committee's meeting held Dec. 1, 2021, were provided to the trustees prior to the meeting. Trustees accepted the minutes as provided.
- B. Old Business
No Old Business

C. Committee Items

1. Institutional Engagement Action Item

a. Resolution to Accept WYSU Memberships

Motion:

To Approve a Resolution to Accept WYSU Memberships

Motion moved by Joseph J. Kerola and motion seconded by Charles T. George. The committee unanimously approved the motion.

2. Institutional Engagement Discussion Items

a. YSU Foundation Quarterly Gift Report

Paul McFadden, president of the YSU Foundation, presented the Foundation's gift report for the second quarter of fiscal year 2022, showing \$7.5 million in new gifts and pledges and \$5.3 million in pledge payments from October through December 2021, both up nearly \$2 million from the same period in 2020.

b. Division of Workforce Education & Innovation Update

Jennifer Oddo, executive director of the Division of Strategic Workforce Education and Innovation, introduced Jackie Ruller, director of Advanced Manufacturing Research and Commercial Projects, and Lindsey Ekstrand, manager of Workforce Education Programs. Ruller told the board about the recent installation of the new 3D printing Mazak system at the Excellence Training Center, and about a new \$10 million partnership to increase the number of small-to-midsize enterprises using advanced technologies. Ekstrand talked with the committee about a new \$250,000 state-funded plan to help low-income Ohioans

participate in free training and receive one or more technology-focused credentials. President Tressel noted that the work of the Division has all been funded via external dollars, including tremendous financial support from the state of Ohio. “We’ve been blessed with a whole lot of help from the outside,” he said, adding, “It’s been an exercise in patience, and appreciation.”

c. Integrated Marketing for Orientation Yield

Berardini and Ross Morrone, chief marketing officer, talked about a plan to increase the percent of prospective students who attend orientation, and then to increase the percentage of those students who are enrolled on the 14th day of the semester. While 93 percent of students attending orientation were typically enrolled on the first day of classes, the objective is to raise this to 97 percent. In addition, Admissions has increased the number of completed applications over the previous years that allows more scholarship offers to be made that also supports increased enrollment. Tressel said getting more students to orientation will, naturally, result in more enrollment.

d. WYSU Update: Community Engagement

Gary Sexton, director of WYSU, talked with the committee about the radio station’s alignment with the university’s strategic plan. Included in the report was information showing that WYSU receives about 60 percent of its revenue from external sources (i.e., memberships, Corporation for Public Broadcasting) and about 40 percent from YSU. He also provided a chart showing that WYSU has five employees and an operating budget of \$988,132, the second to the lowest among the state’s 11 public radio stations. “Small and mighty,” said Shannon Tirone, associate vice president for University Relations.

3. Background Materials

a. Division of Workforce Education & Innovation News Release

b. The 14th Day Preliminary Enrollment Summary

D. New Business No

New Business

E. Adjournment

VIII. **UNIVERSITY AFFAIRS COMMITTEE**

Charles T. George, Chair

Anita A. Hackstedde, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting Held on December 1, 2021
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B. Old Business

No Old Business

C. Committee Items

1. Intercollegiate Athletics Action Item

a. Resolution to Ratify Personnel Appointments - Athletics **Motion:**

To Approve the Resolution to Ratify Personnel Appointments - Athletics

Motion moved by Molly S. Seals and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

2. Intercollegiate Athletics Discussion Items

Ron Strollo, executive director of Athletics, made the following reports:

a. Report on the Educational Outcome of Student-Athletes

- b. Report of the Academic Progress Rate (APR) Figures
 - c. Report on the Average Cumulative GPA's by Term
 - d. Report on the Number of Athletes by Academic Major
3. University Affairs Consent Agenda Items

Motion:

To approve four resolutions on the committee's consent agenda:

- Resolution to Modify Drug-free Environment Policy, 3356-7-20
- Resolution to Modify and Retitle Administrative Complaint Process – Professional/Administrative Staff Not Covered by a Collective Bargaining Agreement Policy, 3356-7-37
- Resolution to Modify and Retitle Employee Files Policy, 3356-7-39
- Resolution to Modify Employee Assistance Program Policy, 3356-51

Motion moved by Joseph J. Kerola and motion seconded by Michael

A. Peterson. The committee unanimously approved the resolutions.

- a. Resolution to Modify Drug-free Environment Policy, 3356-7-20
- b. Resolution to Modify and Retitle Administrative Complaint Process – Professional/Administrative Staff Not Covered by a Collective Bargaining Agreement Policy, 3356-7-37
- c. Resolution to Modify and Retitle Employee Files Policy, 3356-7-39
- d. Resolution to Modify Employee Assistance Program Policy, 3356-51

. University Affairs Action Items

- a. Resolution to Amend and Restate the Youngstown State University Alternative Retirement Plan

Amendments bring the plan into compliance with the Setting Every Community Up for Retirement Enhancement Act of 2019 and the Coronavirus Aid, Relief and Economic Security Act of 2020. Greg Morgione, associate general counsel, said YSU currently has 127 employees in the ARP.

Motion:

To Approve a Resolution to Amend and Restate the Youngstown State University Alternative Retirement Plan

Motion moved by Joseph J. Kerola and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

- b. Executive Session

Motion:

That the Board enter Executive Session for the purposes of, "consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of one or more public employees or officials (O.R.C. 121.22(G) (1)) and/or preparing for, conducting, and/or reviewing negotiations or bargaining sessions with public employees concerning their compensation, or other terms and conditions of their employment (O.R.C. 121.11 (G) (4)) and/or consideration of specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for, a violation of the law (O.R.C. 121.11.(G) (6))."

Motion moved by John R Jakubek and motion seconded by Charles T. George. Roll Call: Yes - George, Hackstedde, Jakubek, Kerola, Peterson, Ryan, Seals; No - None.

Entered Executive Session: 4:16 p.m.

Exited Executive Session: 4:38 p.m.

- c. Resolution to Ratify the Fraternal Order of Police, Ohio Labor Council, Inc., Collective Bargaining Agreement

The three-year agreement runs through June 2024 and includes, among other items, annual pay raises of 1.5 percent, 2 percent and 2 percent.

Motion:

Resolution to Ratify the Fraternal Order of Police, Ohio Labor Council, Inc., Collective Bargaining Agreement

Motion moved by Molly S. Seals and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

- d. Resolution Regarding Terms and Conditions for Classified Law Enforcement Employees Excluded from Collective Bargaining

Motion:

To Approve the Resolution Regarding Terms and Conditions for Classified Law Enforcement Employees Excluded from Collective Bargaining

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

- e. Resolution to Ratify Personnel Appointments - Faculty and P/A Staff

Motion:

To Approve the Resolution to Ratify Personnel Appointments -
Faculty and P/A Staff

Motion moved by Allen L. Ryan, Jr., J.D. and motion seconded by Joseph J. Kerola. The committee unanimously approved the motion.

. University Affairs Discussion Items

a. Affirmative Action Plan

Dana Lantz, director of Equal Opportunity, Policy Development and Title IX, reported on the equal opportunity and affirmative action plan. Among the data – the percentage of female (52 percent) and minority employees (13 percent) has remained steady in the last three years.

b. Update on Recruitment and Outreach

Lantz and Holly Jacobs, vice president for Legal Affairs/Human Resources, introduced a new system of reporting quarterly the university's minority and female hiring goals. Lantz also reported on new workforce recruitment and outreach efforts, including a new talent management software system, a new campus wide classification and compensation study and revised search and hiring procedures.

c. Support Area Assessment: Finance and Business Operations

McNally reviewed a 21-page assessment of the university's Financial Services offices, which includes budget operations, the Controller's Office (bursar, procurement, payroll, accounting) and internal audit. The report shows that the number of staff and most staff salaries are generally lower than the average at peer universities in Ohio and nationwide (75 staff employees vs 88 peer average). He said the lower salaries can make it more challenging in filling positions, especially when many organizations and universities are now allowing employees to work remotely. He also reported that YSU holds good/satisfactory ratings among key

performance indicators, including the state's Senate Bill 6 financial ratios, bonded indebtedness ratings and external audit results. McNally also reported that the results from a February 2022 survey indicates that campus financial managers generally have a favorable opinion of YSU financial services offices.

d. Support Area Assessment: Human Resources

Jacobs reviewed a 22-page assessment of Legal Services/Human Resources. The report shows that YSU's 13 HR staff members is the lowest among nine comparable universities in Ohio, and that most staff salaries are also lower than comparable universities. The report includes details on employment indicators, labor relations, benefits, training/development and equal opportunity. Among other highlights: three out of four-star rating for public records, new electronic employment and evaluation processes, improved awareness of Title IX and anti-discrimination, award-winning wellness program and participation in the state Changing Campus Culture Initiative.

e. Support Area Assessment Template (in development)

. Background Materials

- a. Human Resources Update
- b. Human Resources Update on Position Searches
- c. Classified Civil Service Personnel Actions
- d. Report on Search Waivers

D. New Business

1. Resolution to Approve the Multi-year Appointment of the Dean of the Williamson College of Business Administration with Rank and Tenure

Motion:

To Approve a Resolution to Approve the Multi-year Appointment of the Dean of the Williamson College of Business Administration with Rank and Tenure

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. The committee unanimously approved the motion.

- E. Adjournment

IX. EXECUTIVE COMMITTEE

John R. Jakubek, Chair
Charles T. George, Vice Chair
James E. "Ted" Roberts
Molly S. Seals
Michael A. Peterson

- A. Disposition of the Minutes for the Previous Meeting

Draft copies of the minutes of the committee's meeting held Dec. 1, 2021, were provided to the trustees prior to the meeting. Trustees accepted the minutes as provided.

- B. Old Business

No Old Business

- C. Committee Item

1. Executive Committee Discussion Item

Motion:

That the Board enter Executive Session for the purposes of, "consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of one or more public employees or officials (O.R.C. 121.22(G) (1)) and/or preparing for, conducting, and/or reviewing negotiations or bargaining sessions with public employees concerning their compensation, or other terms and conditions of their employment (O.R.C. 121.11 (G) (4)) and/or consideration of specialized details of security arrangements where disclosure of the matters

discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for, a violation of the law (O.R.C. 121.11.(G) (6))."

Motion moved by John R Jakubek and motion seconded by Charles T. George. Roll call: Roll Call: Yes - George, Hackstedde, Jakubek, Kerola, Peterson, Ryan, Seals; No - None.

Entered Executive Session: 5:43 p.m.

Exited Executive Session: 6:05 p.m.

a. Presidential Goals

2. Executive Committee Action Item

No Action Items

D. New Business No

New Business

E. Adjournment

APPENDIX

Resolutions, reports, background materials

BOARD OF TRUSTEES Meeting Schedule

Wednesday, March 2, 2022

| | | |
|-------------------|--|---|
| 10:00 a.m. | Investment Subcommittee | President's Suites 2nd Floor, Kilcawley Center |
| 10:30 a.m.* | Audit Subcommittee | President's Suites 2nd Floor, Kilcawley Center |
| 11:00 a.m.* | Finance & Facilities Committee | President's Suites 2nd Floor, Kilcawley Center |
| 12:00 p.m. | Lunch | Hynes Room; Room 2068 2nd Floor, Kilcawley Center |
| 12:30 p.m.* | Governance Committee | President's Suites 2nd Floor, Kilcawley Center |
| 1:30 p.m.* | Academic Excellence and Student Success Committee | President's Suites 2nd Floor, Kilcawley Center |
| 2:30 p.m.* | Institutional Engagement Committee | President's Suites 2nd Floor, Kilcawley Center |
| 3:00 p.m.* | University Affairs Committee | President's Suites 2nd Floor, Kilcawley Center |
| 5:00 p.m.* | Executive Committee | President's Suites 2nd Floor, Kilcawley Center |

Thursday, March 3, 2022

| | | |
|------------|---------------------------------|---|
| 8:30 a.m. | Outgoing Board Member Reception | Pollock House 603 Wick Avenue |
| 10:00 a.m. | Board Meeting | President's Suites 2nd Floor, Kilcawley Center |

*Approximate time for start of the meeting; the meeting will start immediately following preceding committee meeting.



Disclosure of Relationships with University-Affiliated Financial Institutions
(Reviewed for updates February 2022)

In accordance with Youngstown State University policy 3356-3-10, Investment of the University’s Non-Endowment and Endowment Funds, members of the Board of Trustees are required to disclose relationships, beyond the ordinary customer relationships, with the financial institutions involved with the University’s non-endowment and endowment funds. Please disclose the nature of any relationships with the institutions listed below.

The financial institutions involved with the Non-Endowment Funds are as follows:

- Clearstead _____
- Diamond Hill _____
- Dimensional Fund Advisors (DFA) _____
- Dodge & Cox _____
- Evanston Capital _____
- J.P. Morgan _____
- Loomis Sayles _____
- Lord Abbett _____
- PNC _____
- Prudential _____
- State Treasury Asset Reserve of Ohio (STAR Ohio) _____
- Vanguard _____
- Victory _____
- Wells Fargo _____
- William Blair _____
- I have no business or familial relationship with the above institutions that require disclosure

The Financial Institutions involved with the Endowment Funds are as follows:

- Clearstead _____
- Huntington National Bank _____
- PNC _____
- Vanguard _____
- I have no business or familial relationship with the above institutions that require disclosure

SIGNED: _____ DATED: _____

For audit and compliance purposes, please return completed form to YSU, Tod Hall 223, Office of the Vice President for Finance & Business Operations by June 30, 2022.



March 2, 2022

YOUNGSTOWN STATE UNIVERSITY



*1100 Superior Avenue East Suite 700
Cleveland, Ohio 44114
216.621.1090 | [clearstead.com](https://www.clearstead.com)*

CONTENTS

1. Initiatives
2. Capital Markets Update
3. Non-Endowment Assets: Performance & Asset Allocation Review
 - Asset Allocation Guidelines Edit **(ACTION)**
 - Private Credit Investment Manager Recommendation: H.I.G. Principal Lending Fund
 - Portfolio Recommendations **(ACTION)**

APPENDIX

Endowment Assets: Performance & Asset Allocation Review
Supporting Information

CLEARSTEAD OVERVIEW

\$29+ BILLION*
ASSETS UNDER
ADVISEMENT

1989
YEAR COMPANY WAS
ESTABLISHED

110+
NUMBER OF
EMPLOYEES

5.5x**
INCREASE IN INSTITUTIONAL
OCIO ASSETS

INSTITUTIONAL INVESTMENT CONSULTING

Customized Services:
Investment Advisory
Fiduciary Services
Governance & Oversight
Retirement Plan Consulting

PRISM

INVESTMENT OFFICE

Thought Leadership:
Research Corner
ClearPoint
Market Minute
Clearstead Investment Forum Podcast

clearaccess

PRIVATE WEALTH MANAGEMENT

Comprehensive Services:
Financial & Estate Planning
Tax Strategy & Compliance
Investment Advisory
Family Office Administration

clearsight

SUSTAINABLE CLEARSTEAD

EMPOWHER
clearstead



*Approximate as of 12/31/2021

**From 12/31/2016 – 9/30/2021; Includes non-discretionary with trade execution AUM



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INITIATIVES

2022 OVERSIGHT DASHBOARD

| | | 1Q | 2Q | 3Q | 4Q | COMMENTS: |
|----------------------------|------------------------------------|----|--------------------------|--------------------------|--------------------------|--|
| STRATEGIC / ADMINISTRATIVE | Investment Policy Review | ✓ | | | | Asset Allocation Guidelines Edit |
| | Strategic Asset Allocation Review | | | | <input type="checkbox"/> | |
| | Peer Review | | | | <input type="checkbox"/> | |
| | 2023 Oversight Dashboard | | | | <input type="checkbox"/> | |
| | STAR Ohio/Plus Annual Review | | | <input type="checkbox"/> | | |
| PORTFOLIO | Fixed Income Review | | <input type="checkbox"/> | | | |
| | Alternative Investments Review | ✓ | | | | Private Credit Asset Class |
| | Global Equity Review | | | | | |
| | Invnt Manager Recommendation | ✓ | | | | H.I.G. WhiteHorse Principal Lending Fund |
| | | | | | | |
| PERFORMANCE | Capital Markets Review | ✓ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Quarterly Performance Review | ✓ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Endowed Account Review / Oversight | ✓ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| OTHER | Fee Review | | | <input type="checkbox"/> | | |
| | ORC Compliance Review | | | <input type="checkbox"/> | | |
| | Clearstead Firm Update | ✓ | | | | |
| | | | | | | |

| LAST REVIEWED | |
|-----------------------------|------------|
| Investment Policy: | 09/01/2021 |
| Strategic Asset Allocation: | 09/01/2021 |
| Fee Review: | 09/01/2021 |

| MEETING SCHEDULE | |
|------------------|-------------------|
| 1Q: | March 2, 2022 |
| 2Q: | June 22, 2022 |
| 3Q: | September 7, 2022 |
| 4Q: | December 7, 2022 |



CAPITAL MARKETS UPDATE

QUARTERLY THEMES

WHAT HAPPENED LAST QUARTER?

- After a volatile third quarter, U.S. equities rebounded in the fourth quarter, led by large caps
 - S&P 500 +11.0%, Russell 2000 +2.1%, MSCI EAFE -2.7%, MSCI Emerging Markets -1.3%
- Global economy shook off COVID-19 variant concerns and supply chain disruptions
 - Consumer spending remained robust during the quarter
 - Both services and manufacturing sectors softened, but remain strong
 - U.S. GDP growth forecasts for Q4-2021 are > 7%
- China economy slows due to COVID-19 lockdowns and property-sector deleveraging

WHAT WE ARE FOCUSING ON:

- COVID-19 cases and potential impact on global economy
- Core inflation and its trend in the months ahead
 - Long-term inflation expectations remain modest, while inflation in the short-run remains elevated vs. long-term averages
- Fiscal and monetary policy
 - Uncertainty in the passage of Build Back Better plan
 - Interest rates remain low but face the prospects of a global tightening cycle
- Earnings to support markets and expectations for CY 2022 – expected YoY growth is in the high single digits
- A potential rising interest rate environment and the challenges it may present to fixed income investments

Source: Clearstead, Bloomberg LP. As of 12/31/2021. Past performance is not an indicator of future results.

HISTORICAL ASSET CLASS RETURNS

| 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | Q1 2021 | Q2 2021 | Q3 2021 | Q4 2021 | 2021 |
|--------------------|--------------------|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------|-------------------|-------------------|--------------------|--------------------|
| Sm/Mid 36.8% | Large Cap 13.7% | Large Cap 1.4% | Sm/Mid 17.6% | Em Mkt 37.3% | Cash 1.9% | Large Cap 31.5% | Sm/Mid 20.0% | Sm/Mid 10.9% | Large Cap 8.6% | Hdg Fnds 1.3% | Large Cap 11.0% | Large Cap 28.7% |
| Large Cap 32.4% | Sm/Mid 7.1% | US Bonds 0.6% | Hi Yld 17.5% | Dev Intl 25.0% | US Bonds 0.0% | Sm/Mid 27.8% | Large Cap 18.4% | Large Cap 6.2% | Sm/Mid 5.4% | Hi Yld 0.9% | Sm/Mid 3.8% | Sm/Mid 18.2% |
| Dev Intl 22.8% | US Bonds 6.0% | Cash 0.1% | Large Cap 12.0% | Large Cap 21.8% | Glb Bond -0.9% | Dev Intl 22.0% | Em Mkt 18.3% | Dev Intl 3.5% | Dev Intl 5.2% | Large Cap 0.6% | Dev Intl 2.7% | Dev Intl 11.3% |
| Hdg Fnds 9.0% | Hdg Fnds 3.4% | Hdg Fnds -0.3% | Em Mkt 11.2% | Sm/Mid 16.8% | Hi Yld -2.3% | Em Mkt 18.4% | Hdg Fnds 10.9% | Hdg Fnds 2.5% | Em Mkt 5.1% | US Bonds 0.1% | Hdg Fnds 0.8% | Hdg Fnds 6.5% |
| Hi Yld 7.4% | Hi Yld 2.5% | Dev Intl -0.8% | US Bonds 2.7% | Glb Bond 9.3% | Hdg Fnds -4.0% | Hi Yld 14.4% | Glb Bond 9.5% | Em Mkt 2.3% | Hi Yld 2.8% | Cash 0.0% | Hi Yld 0.7% | Hi Yld 5.4% |
| Cash 0.1% | Cash 0.0% | Sm/Mid -2.9% | Glb Bond 1.9% | Hdg Fnds 7.8% | Large Cap -4.4% | US Bonds 8.8% | Dev Intl 7.8% | Hi Yld 0.9% | Hdg Fnds 2.7% | Dev Intl -0.5% | Cash 0.0% | Cash 0.1% |
| US Bonds -2.0% | Em Mkt -2.2% | Hi Yld -4.6% | Dev Intl 1.0% | Hi Yld 7.5% | Sm/Mid -10.0% | Hdg Fnds 8.4% | US Bonds 7.5% | Cash 0.0% | US Bonds 1.8% | Glb Bond -1.6% | US Bonds 0.0% | US Bonds -1.5% |
| Em Mkt -2.6% | Glb Bond -2.8% | Glb Bond -4.8% | Hdg Fnds 0.5% | US Bonds 3.5% | Dev Intl -13.8% | Glb Bond 5.0% | Hi Yld 6.2% | US Bonds -3.4% | Glb Bond 0.6% | Sm/Mid -2.7% | Em Mkt -1.3% | Em Mkt -2.5% |
| Glb Bond -4.9% | Dev Intl -4.5% | Em Mkt -14.9% | Cash 0.3% | Cash 0.9% | Em Mkt -14.6% | Cash 2.3% | Cash 0.5% | Glb Bond -5.9% | Cash 0.0% | Em Mkt -8.1% | Glb Bond -1.5% | Glb Bond -8.2% |

Past performance is not an indicator of future results. Asset classes represented by: Large Cap – S&P 500 Index; Sm/Mid – Russell 2500 Index; Dev Intl – MSCI EAFE Index; Em Mkt – MSCI Emerging Markets Index; Hi Yld – Bank of America Merrill Lynch U.S. High Yield Master II; U.S. Bonds – Barclays Capital U.S. Aggregate; Glb Bond – Barclays Capital Global Treasury ex U.S.; REITs – NAREIT ALL REITs; Hdg Fnds – HFRI FOF: Diversified Index; Cash – Merrill Lynch 91-day Tbill.
Data as of 12/31/2021. Source: Morningstar Direct.

U.S. ECONOMIC PROJECTIONS

FEDERAL RESERVE BOARD MEMBERS & BANK PRESIDENTS

| | | 2021 | 2022 | 2023 | 2024 | LONGER RUN* |
|--|----------------|------|------|------|------|-------------|
| GDP | December 2021 | 5.5% | 4.0% | 2.2% | 2.0% | 1.8% |
| | September 2021 | 5.5% | 3.8% | 2.5% | 2.0% | 1.8% |
| | June 2021 | 7.0% | 3.3% | 2.4% | - | 1.8% |
| Unemployment Rate | December 2021 | 4.3% | 3.5% | 3.5% | 3.5% | 4.0% |
| | September 2021 | 4.8% | 3.8% | 3.5% | 3.5% | 4.0% |
| | June 2021 | 4.5% | 3.8% | 3.5% | - | 4.0% |
| Core PCE Inflation | December 2021 | 4.4% | 2.7% | 2.3% | 2.1% | |
| | September 2021 | 3.7% | 2.3% | 2.2% | 2.1% | |
| | June 2021 | 3.0% | 2.1% | 2.1% | - | |
| Federal Funds Rate | December 2021 | 0.1% | 0.9% | 1.6% | 2.1% | 2.5% |
| | September 2021 | 0.1% | 0.3% | 1.0% | 1.8% | 2.5% |
| | June 2021 | 0.1% | 0.1% | 0.6% | - | 2.5% |
| # of implied 25 bps rate changes year | December 2021 | 0 | 3 | 3 | 2 | |
| | September 2021 | 0 | 1 | 3 | 3 | |
| | June 2021 | 0 | 0 | 2 | - | |

*Longer-run projections: The rates to which a policymaker expects the economy to converge over time – maybe in five or six years – in the absence of further shocks and under appropriate monetary policy.

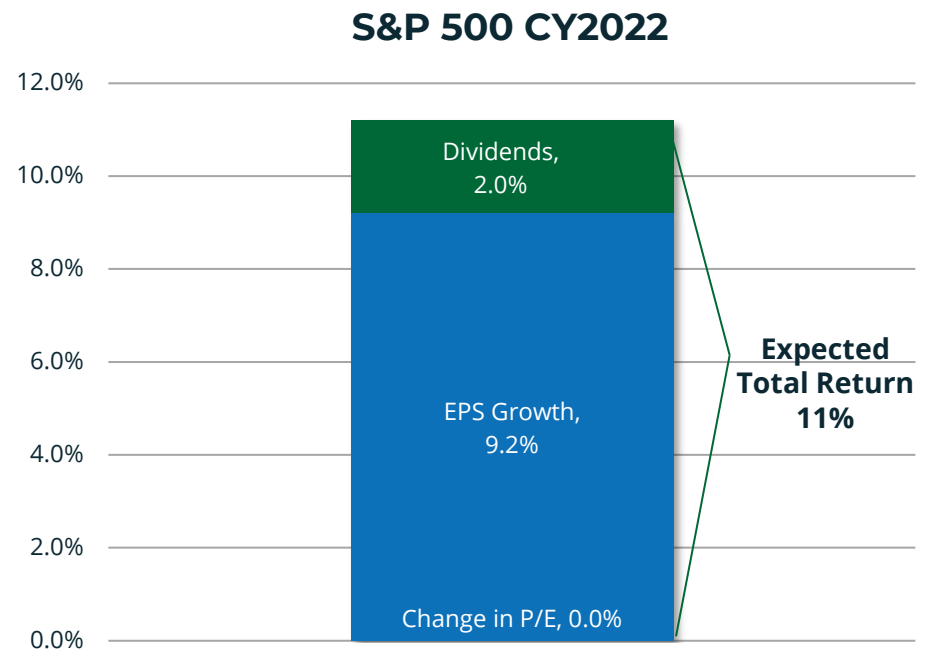
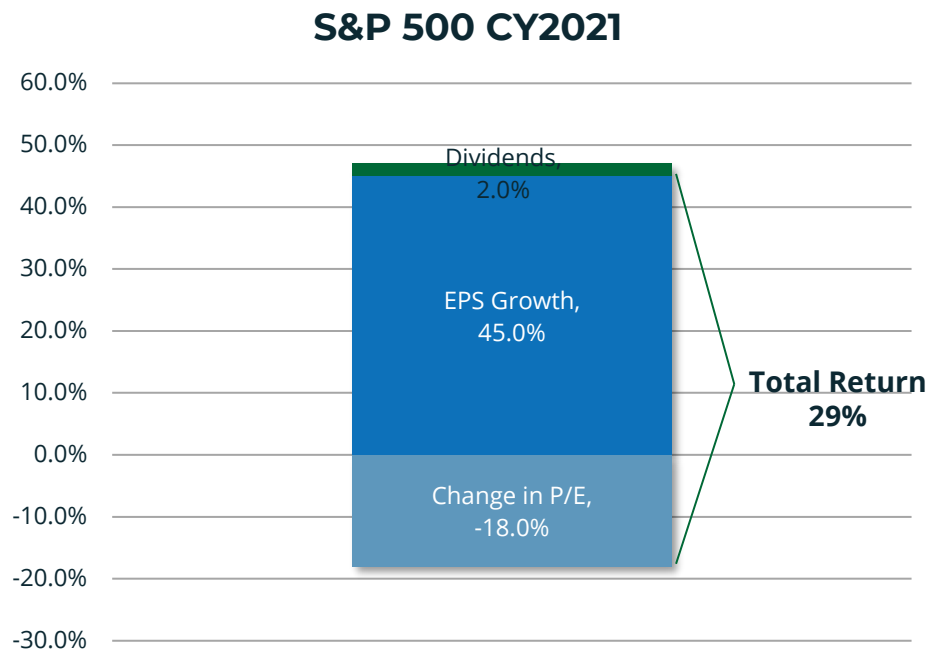
Source: Federal Reserve.
Data as of 9/22/2021. Past performance is not an indicator of future results.

LOWER EXPECTED RETURNS FOR EQUITIES IN 2022

2021 market growth was mainly attributable to earnings growth. Valuations contracted over the course of the year, though they remain elevated by most valuation measures.

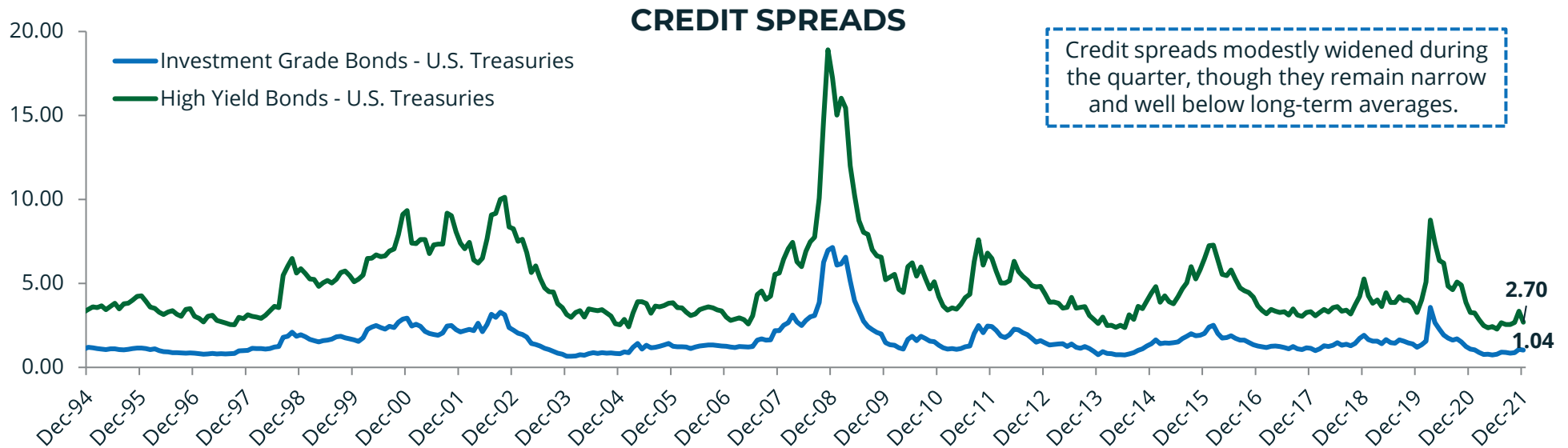
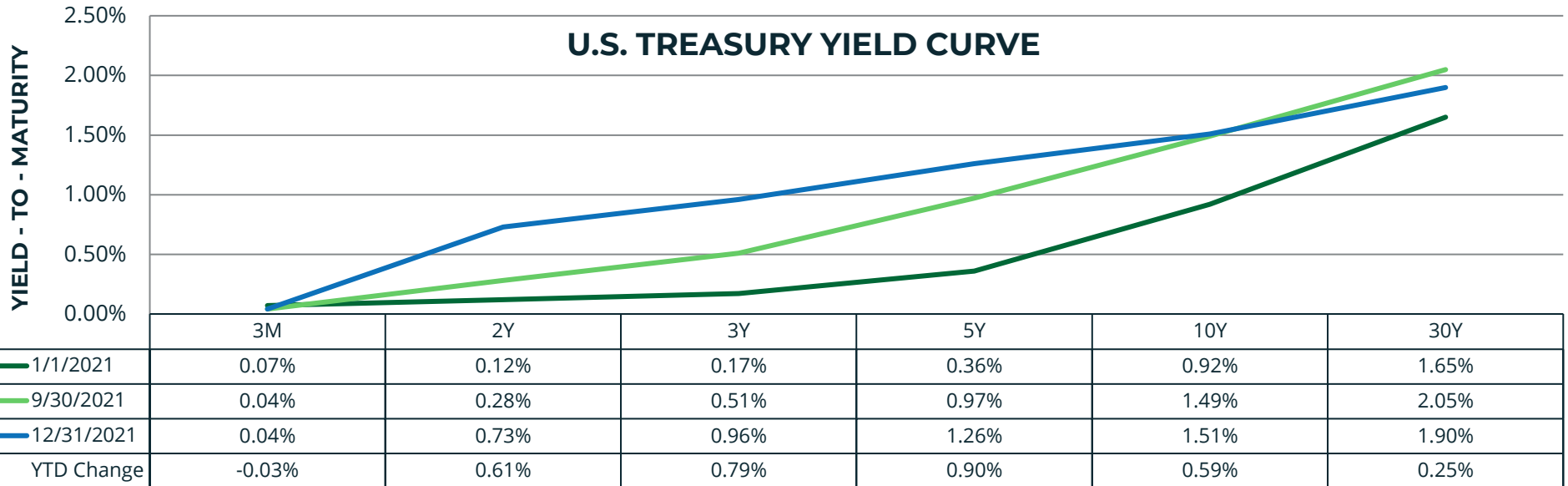
Our expectations for 2022 are lower returns compared to 2021, though still respectable; primary risks stem from a further contraction in the P/E multiple due to inflationary and profit margins.

Dividends accounted for only 7% of total return in 2021, and we expect they will account for a larger percentage of returns for 2022.



Source: Clearstead, Bloomberg LP, Factset Earnings Insight, 2022 Consensus EPS growth, forecasted dividend yield for S&P 500, Past performance is not an indicator of future results. Current performance data may be lower or higher than the performance data presented.

FIXED INCOME: LOW YIELD ENVIRONMENT PERSISTS



Source: Bloomberg. Data as of 12/31/2021. US Treasuries – BarCap US Gov't 10-Yr Treasury; Investment Grade Bonds – BarCap BAA Corp; High Yield Bonds – BarCap US High Yield. Past performance is not an indicator of future results.



**NON-ENDOWMENT ASSETS:
PERFORMANCE & ASSET ALLOCATION
REVIEW**

NON-ENDOWMENT PERFORMANCE REVIEW (AS OF 12/31/2021)

| NON-ENDOWMENT ASSETS | MARKET VALUE (\$MM) | QTD | YTD | 1 YR | 2 YR | 3 YR | 5 YR | 7 YR | 10 YR | 2020 | 2019 | 2018 | SINCE INCEPTION ⁴ |
|--|---------------------|-------------|-------------|-------------|-------------|--------------|-------------|-------------|-------------|-------------|--------------|-------|------------------------------|
| Total Non-Endowment Assets | \$87.274 | 2.4% | 7.8% | 7.8% | 8.7% | 9.6% | 6.9% | 5.4% | 5.0% | 9.5% | 11.5% | -1.5% | 4.5% |
| <i>Benchmark¹</i> | | 1.4% | 4.3% | 4.3% | 5.1% | 6.3% | 4.7% | 3.8% | 3.5% | 5.9% | 8.7% | -0.4% | 3.4% |
| Operating & Short-Term Pool | \$20.231 | 0.1% | 0.1% | 0.1% | 0.6% | 1.2% | 1.2% | 0.9% | 0.6% | 1.1% | 2.4% | 1.7% | 0.6% |
| <i>Benchmark²</i> | | 0.0% | 0.0% | 0.0% | 0.4% | 1.0% | 1.2% | 0.9% | 0.6% | 0.8% | 2.3% | 1.9% | 0.6% |
| Long-Term Pool | \$67.043 | 2.9% | 9.5% | 9.5% | 9.1% | 11.1% | 7.9% | 6.3% | 6.3% | 8.8% | 15.3% | -3.4% | 6.0% |
| <i>Benchmark³</i> | | 2.5% | 7.9% | 7.9% | 8.9% | 10.7% | 7.7% | 6.2% | 6.0% | 10.0% | 14.2% | -2.4% | 5.6% |

Strong absolute and relative calendar year results.

A majority of active managers outpaced their respective benchmarks or performed in-line.

U.S. equity was the best performing asset class within the pool, returning +26.9% (vs. Russell 3000 +25.7%) in CY21.

Fixed Income positioning protected against rising interest rates returning a modest positive result (+0.1%) while core fixed income (Bloomberg Aggregate Index) was down -1.5%.

1) 45% BofA Merrill Lynch 91-Day T-Bill / 17% BofA Merrill Lynch US Corp & Gov 1-3 Yrs / 11% BBgBarc US Govt/Credit Int TR / 8% Total Alternatives Benchmark / 15% Russell 3000 / 4% MSCI EAFE.

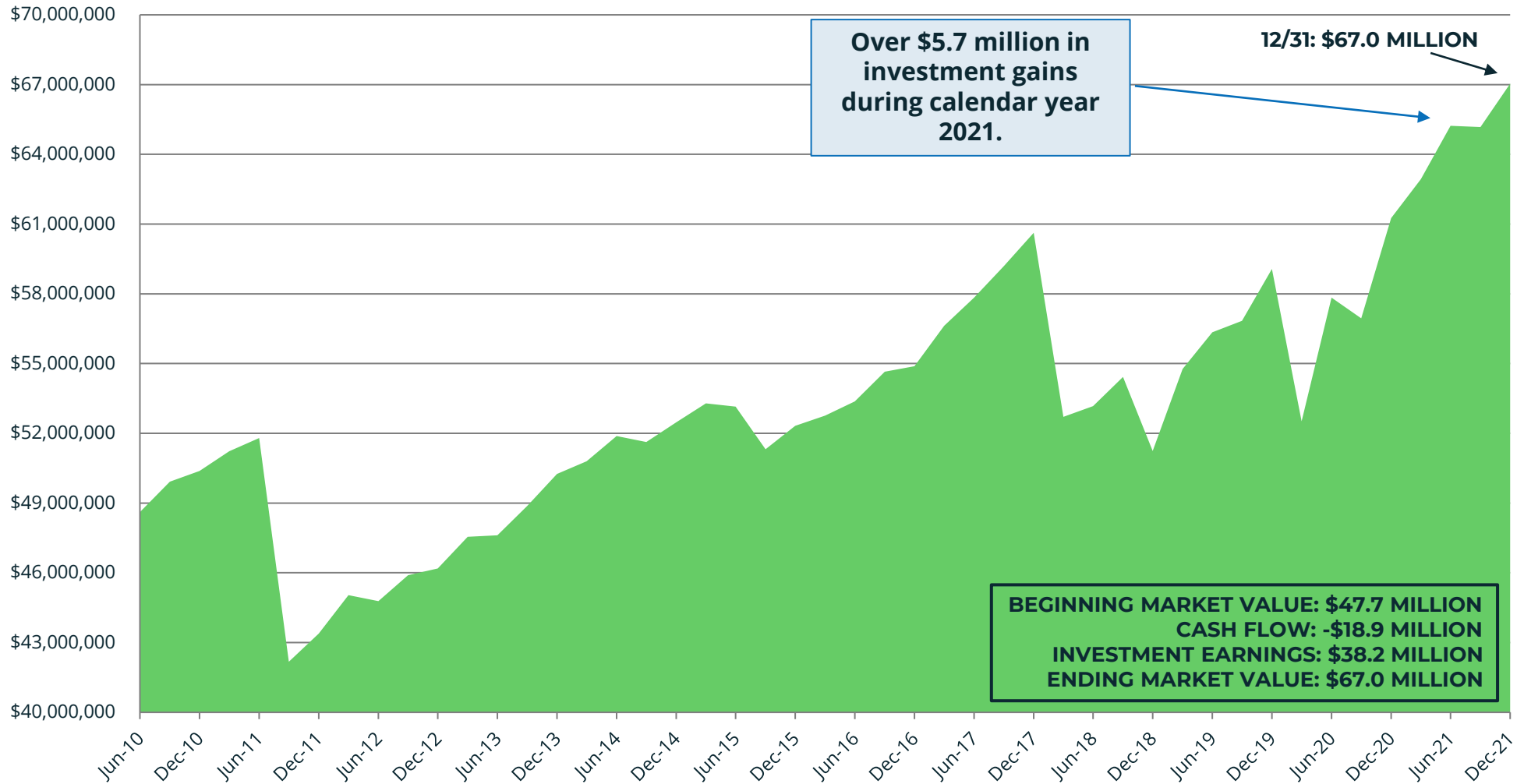
2) 95% BofA Merrill Lynch 91-Day T-Bill / 5% Barclays 1-3 Yr. Govt.

3) 27% Russell 3000 / 8% MSCI EAFE / 15% Total Alternatives Benchmark / 30% BofA Merrill Lynch US Corp & Gov 1-3 Yrs / 20% BBgBarc US Govt/Credit Int TR.

4) Inception date for Long-Term and Short-Term Pools: June 2010, Inception Date for Total Non-Endowment Assets: March 2004.

ATTRIBUTION OF MARKET VALUE CHANGE: LONG-TERM POOL

**LONG-TERM POOL MARKET VALUE CHANGE
(07/01/2010 - 12/31/2021)**





ASSET ALLOCATION GUIDELINES EDIT

EXECUTIVE SUMMARY (ACTION)

YSU's Non-Endowment Asset Allocation Guidelines outlines the investment strategy for the operating/short-term pool and long-term / reserve pool funds.

With significant growth in long-term pool assets over the past decade coupled with today's capital markets environment, it is prudent to evolve the guidelines to today's investment strategy and opportunity set.

Below summarizes the changes to the guidelines that Clearstead recommends:

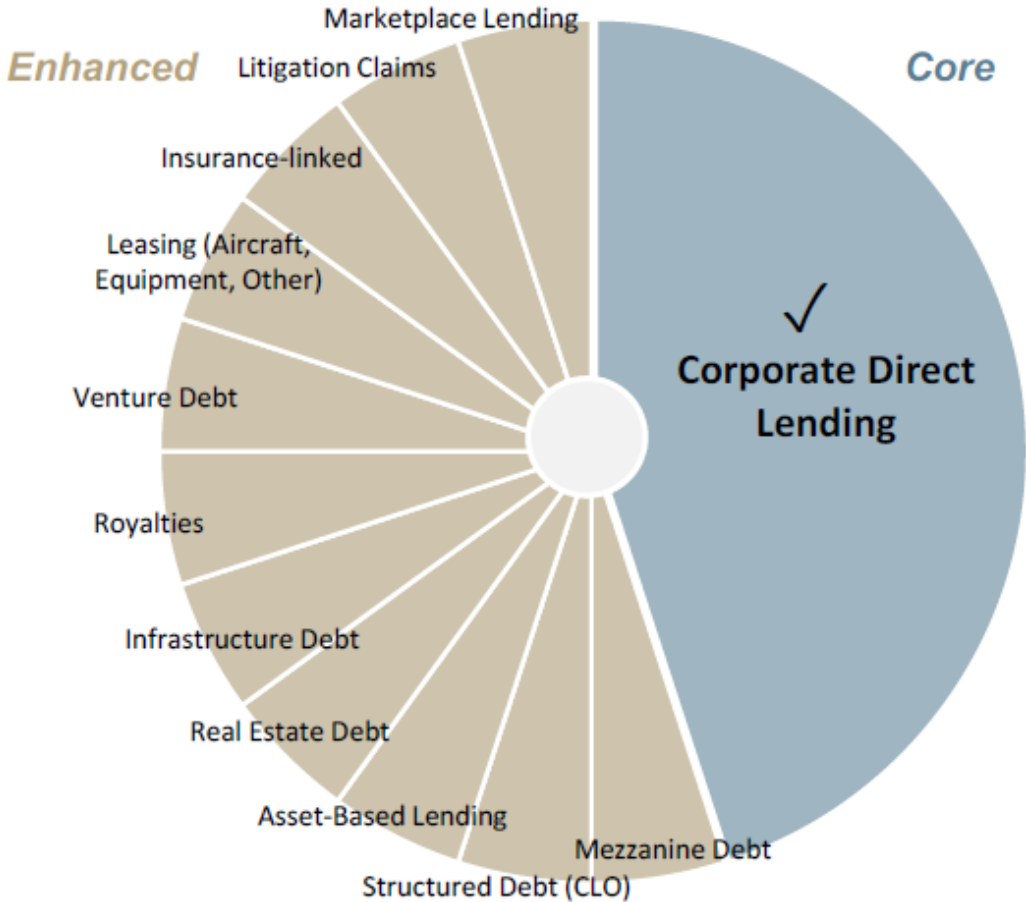
| TOPIC | CHANGE / REASONING |
|---|---|
| <p>Total asset ranges of operating / short-term pool vs. long-term pool</p> | <p>Aligns with growth of long-term pool and its proportion of total Non-Endowed investment assets;</p> <p>Factors into account current operational cash flow quarter-over-quarter and its effects on total assets;</p> <p>ORC compliance of an average of 25% in cash / govt securities is monitored and has been maintained, though operational cash flows have led to pool allocations outside of ranges periodically</p> |
| <p>Update equity / alternative guidelines for current investment opportunities</p> | <p>Allow for consideration of different investment opportunities that fit the non-endowment investment strategy in today's world (e.g., floating rate private debt investment strategy)</p> |
| <p>Update to benchmarking</p> | <p>Updates benchmarking language to current indices that have been acquired or formally retitled</p> |



**PRIVATE CREDIT INVESTMENT MANAGER
RECOMMENDATION: H.I.G. PRINCIPAL
LENDING FUND**

PRIVATE DEBT AS AN ASSET CLASS

Private Debt Opportunity Set¹



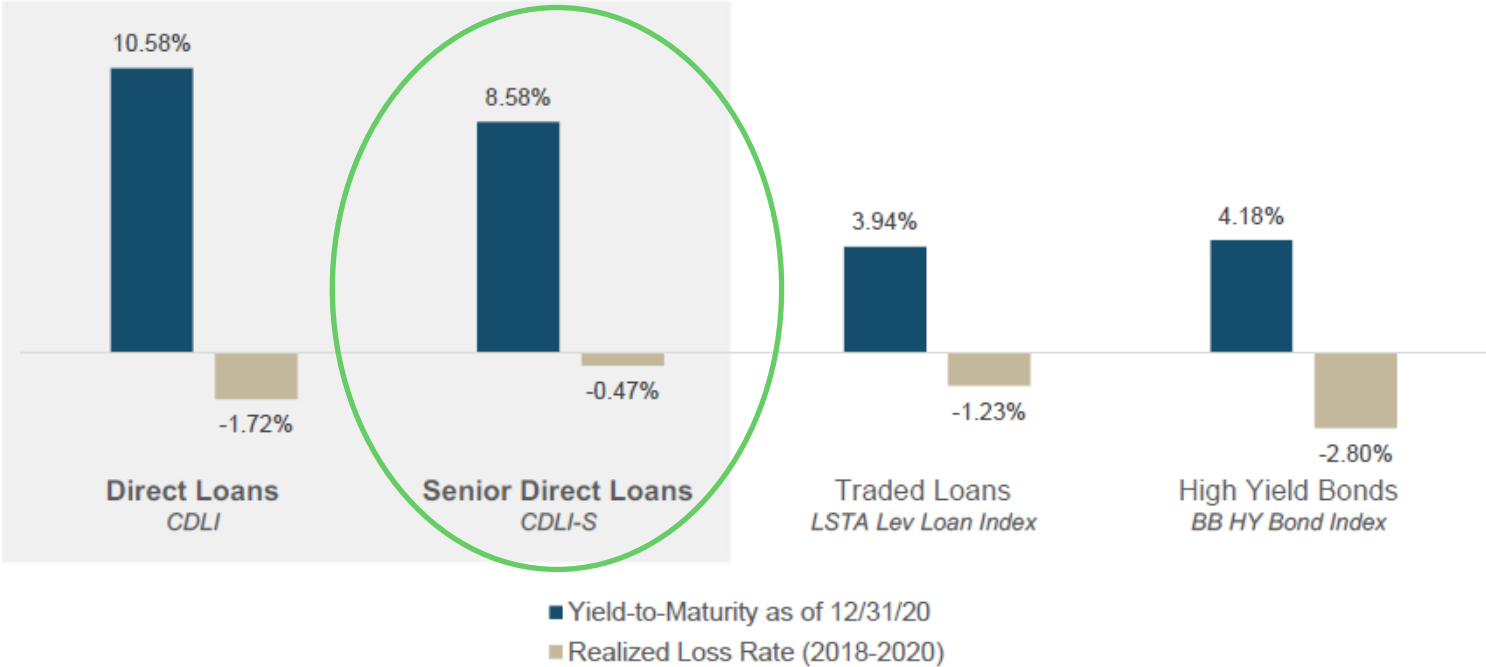
Corporate Direct Lending serves as a core allocation in institutional portfolios:

1. **Largest** sector (~\$800 billion)
2. **Broad diversification** across borrowers and industries
3. Floating rate loans help to **avoid interest rate risk**²
4. Principal security, with covenant protections, may **limit risk**³
5. Short effective loan life of three years offers **opportunity for liquidity** (33% of principal has been returned annually)⁴

Source: Cliffwater, March 2021

MORE YIELD/LESS RISK

Direct Lending has continued to provide attractive floating rate, loss adjusted yields for investors.



Provided for informational purposes only and should not be construed as a recommendation or advertisement. The Yield-to-Maturity and Realized Loss Rate is being provided by Cliffwater as an estimate and Clearstead is not representing that these results will or can be achieved. Actual results may be less or greater than information shown. Past performance is not an indicator of future results.

The Cliffwater Direct Lending Index ("CDLI") and the Cliffwater Direct Lending Index – Senior ("CDLI-S") seek to measure the unlevered, gross of fees performance of U.S. middle market corporate loans, as represented by the underlying assets of public and private Business Development Companies ("BDCs"), subject to certain eligibility requirements. Please see disclosures at the end of this presentation.

PRIVATE CREDIT RECOMMENDATION

RECOMMENDATION: Clearstead recommends a \$2.6 million investment in the H.I.G. WhiteHorse Principal Lending strategy for the University. This represents a 4% allocation of the University's Long-Term investment portfolio.

WHY INVEST IN H.I.G. WHITEHORSE?

- **Established Market Leader:** One of the largest dedicated lower to middle market platforms
- **Deep Team & Resources:** 60+ dedicated WhiteHorse professionals across 12 offices, with access to broader H.I.G. team and investment professionals in 9 countries (400+ individuals)
- **Disciplined Process and Robust Platform:** Extensive due diligence and monitoring process; Over \$31 billion deployed through 2,600+ transactions in credit markets since 2004
- **Track Record of Results:** 25+ year track record with lower to middle market companies and sponsors; Annualized, double digit net returns with minimal realized losses within their direct lending portfolio.

EXECUTIVE SUMMARY: H.I.G. WHITEHORSE PRINCIPAL LENDING FUND

Overview

- H.I.G. is reopening its Principal Lending Fund
- **Investors will buy into a pre-existing diversified pool of 58 unrealized loans, currently generating fund net IRR of 20.2%**

Investment Strategy

- H.I.G. WhiteHorse Principal Lending Fund seeks to provide senior secured loans to performing U.S. lower to middle market borrowers with \$8-\$40 million of EBITDA
- Provide customized credit solutions to larger non-sponsor and off-the-run / less prolific sponsor owned companies
- Structure strong downside protection to deliver consistent returns throughout credit cycles
- Originations team focused on sourcing both non-sponsor companies and private equity firms that are sub \$500 million in fund size (400+ smaller private equity firms)
- Fund anticipates using 1.5x leverage for direct lending deals
- **Investment Target: net return 11%–13%**

Attractive Track Record

- Leverage H.I.G. Capital's platform, scale, and established market presence with lower to middle market companies
- Invested \$31 billion in credit assets across direct lending, broadly syndicated loans, and stressed /distressed
- **H.I.G. WhiteHorse U.S. Portfolio low annual default rate of 1.44% with 0.0% realized loss ratio based on 119% recovery rate on defaulted loans**
 - Principal Lending Fund has invested in 69 transactions, including realized loans, generating a net IRR of 20.2%
 - Average leverage of 4.4x and loan-to-value (LTV) of 49.8%

Deep Team

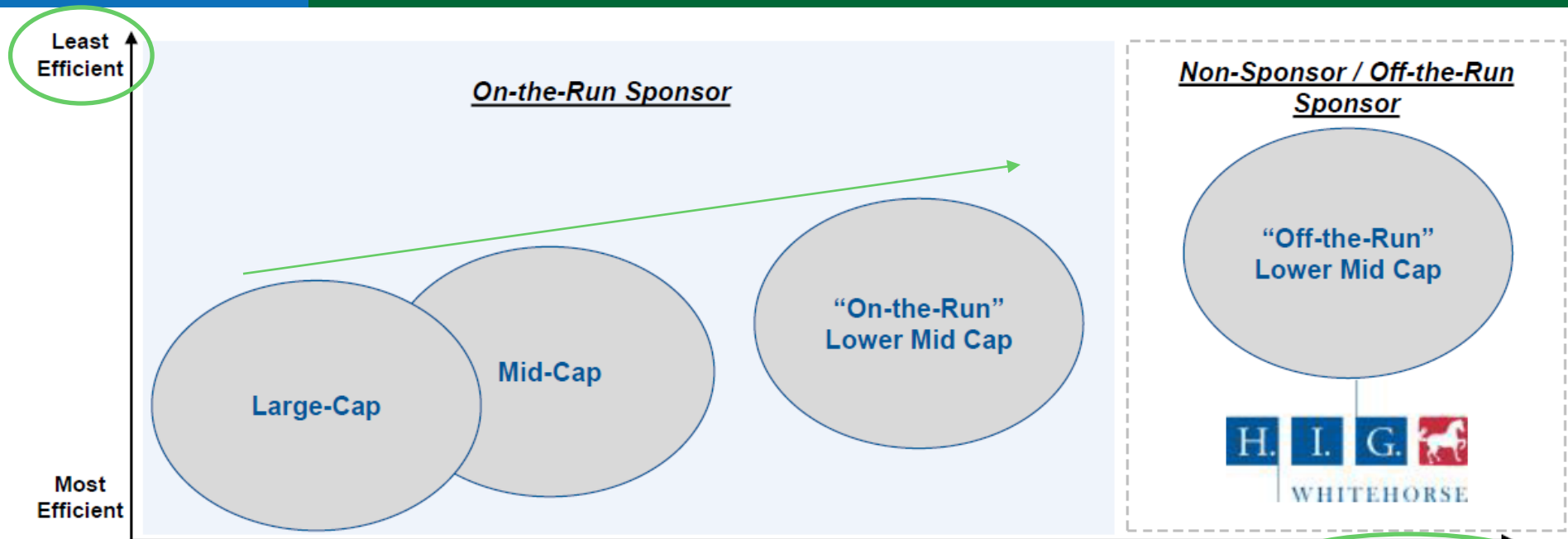
- Dedicated U.S. team of 60+ seasoned investment and origination professionals
 - Highly experienced senior team, averaging 24 years of credit experience
- Capitalize on resources and expertise of the H.I.G. platform, including global private equity and distressed teams
- Complete market coverage, with market professionals in Miami, Atlanta, Boston, Chicago, Cleveland, Dallas, New York, Los Angeles, San Francisco, Stamford, Toronto and Washington D.C.

Market Opportunity

- Supply/Demand imbalances and market/informational inefficiencies create consistent opportunity in lower to middle market direct lending
- Non-sponsor and off-the-run sponsor segments are relatively underserved, making them comparatively attractive
- Less covered than the overcrowded larger middle market issuers

Source: H.I.G. Capital.

H.I.G. WHITEHORSE: PRIVATE CREDIT MARKET SEGMENTATION



Most Competitive

| Large Cap |
|--|
| <ul style="list-style-type: none"> EBITDA \$100mm or greater No covenants Weak documents Highly liquid / competitive LTV typically 60% - 75% \$2.5bn+ PE Fund Size |

| Mid Cap |
|---|
| <ul style="list-style-type: none"> EBITDA \$40mm-\$100mm No covenants / covenant- "loose" Weak documents 10-30 competitors per deal LTV 50%-75% PE Fund Size > \$1.0bn |

| "On-the-Run" Lower Mid Cap |
|--|
| <ul style="list-style-type: none"> EBITDA \$10-\$40mm Covenants for borrowers < \$40mm Moderate documents 10-30 competitors per deal LTV 50% - 65% |

Least Competitive

| "Off-the-Run" Lower Mid Cap |
|--|
| <ul style="list-style-type: none"> EBITDA \$8-\$40mm True financial covenants "Old fashioned" / tight documents 0-5 competitors per deal LTV 40%-60% Non-sponsor backed or PE Fund Size < \$1.0bn |

Source: H.I.G. Capital.

H.I.G. WHITEHORSE: EXPERTISE IN PRIVATE LENDING

Access to the full spectrum of lower middle market lending opportunities provides compelling risk-adjusted returns.

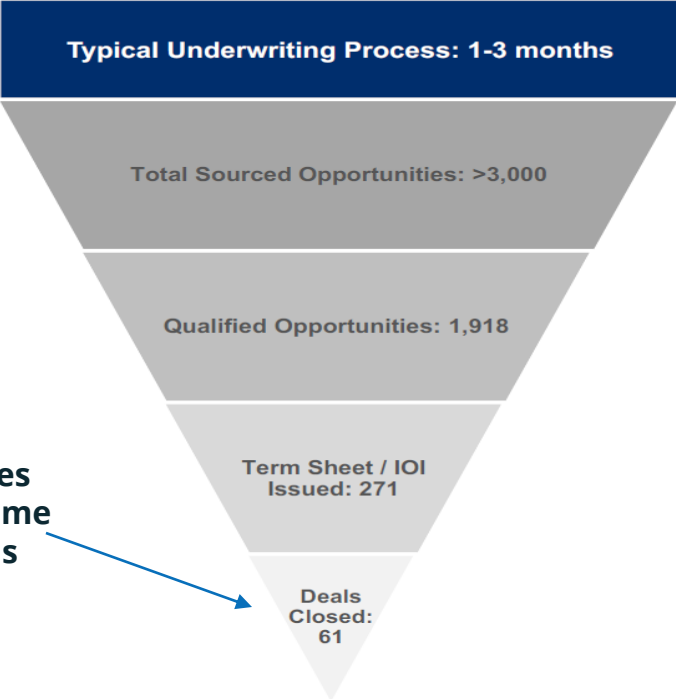
SIGNIFICANT TRACK RECORD IN MIDDLE MARKET DIRECT LENDING

| | |
|-------------------|-------|
| # of Transactions | 157 |
| Levered Net IRR | 12.8% |
| Secured Debt | 99% |
| Loan-to-Value | 49% |

SIGNIFICANT SCALE IN SECURED LOANS (SINCE '04)

| | |
|------------------------------------|-----------------------|
| Capital Invested | \$31 billion |
| # of Transactions | 2,600+ |
| Dedicated Investment Professionals | 60+ |
| # of Offices | 12 WhiteHorse Offices |

Disciplined process: Identified over 3,000 and evaluated over 1,900 potential investment opportunities, demonstrating the strength of H.I.G.'s origination infrastructure. Underwriting discipline, with closed deals representing approximately 2% of opportunities sources



<2% of opportunities sourced become closed deals

Source: H.I.G. Capital. As of 12/31/2020. Past performance is not a guarantee of future results.

H.I.G. WHITEHORSE: PERFORMANCE TRACK RECORD

H.I.G. WHITEHORSE U.S. PORTFOLIO / LENDING (AS OF 9/30/2021 – IN \$ MILLIONS)

| Fund | Vintage | Total Cmmt Amount | Permanent Capital Invested | Realized Value | Unrealized Value | Total Value | Net IRR |
|---|--------------|-------------------|----------------------------|----------------|------------------|-------------|---------|
| H.I.G. WhiteHorse U.S. Portfolio | 2010-Present | \$6,154 | \$8,175 | \$6,020 | \$4,594 | \$9,614 | 12.5% |
| H.I.G. WhiteHorse Direct Lending Fund (Non-Sponsor – Unlevered) | 2016 | \$862 | \$1,079 | \$905 | \$424 | \$1,329 | 9.3% |
| H.I.G. WhiteHorse Principal Lending Fund (Sponsor – Levered) | 2018 | \$925 | \$1,408 | \$350 | \$1,177 | \$1,527 | 20.2% |
| H.I.G. WhiteHorse Direct Lending Fund (Non-Sponsor – Unlevered) | 2020 | \$1,656 | \$238 | \$56 | \$201 | \$257 | n/a |

Source: H.I.G. Capital.

Net returns shown for the H.I.G. WhiteHorse U.S. portfolio are pro forma to reflect the fee structure that is charged by H.I.G. WhiteHorse Principal Lending Fund. Please refer to Endnote 3 for additional information.

Net returns shown for H.I.G. WhiteHorse Lending reflect the actual fee structures charged. See Endnote 9 for additional information.

Principal lending commitment amount includes commitments to H.I.G. WhiteHorse Equity Side-Car, L.P., an H.I.G. WhiteHorse Principal Lending Fund Parallel Investment Entity established primarily to make equity and equity-related co-investments in middle market companies alongside other pooled investment vehicles controlled by H.I.G.

Direct lending fund total commitments includes affiliated SMAs.

Past performance is not a guarantee of future results.

KEY TERMS

REPRESENTATIVE TERMS FOR THE FUND

| | |
|--------------------------|--|
| Fund | H.I.G. WhiteHorse Principal Lending Fund |
| Commitment Period | Evergreen structure with an initial three year commitment period |
| Harvest Period | Evergreen structure with a harvest period, if triggered, of three years after the end of the Commitment Period (subject to two one-year extensions at the GP's discretion) |
| Management Fee | 1.25% per annum on invested capital in the Fund |
| Preferred Return | 7% per annum (compounded quarterly) |
| Carried Interest | 15% in the Fund |
| Distributions | Distribution of net cash proceeds quarterly (Fund only) |
| Catch Up | 100% for credit fund |
| Fund Leverage | 1.5x |
| GP Commitment | 2.0% |
| Legal Counsel | McDermott, Will & Emery |
| Auditor | Deloitte & Touche |



PORTFOLIO RECOMMENDATIONS

PORTFOLIO RECOMMENDATIONS (ACTION)

YOUNGSTOWN STATE UNIVERSITY

AS OF JANUARY 31, 2022

| | TICKER | MARKET VALUE (CURRENT) | % OF PORTFOLIO | CHANGES | MARKET VALUE (POST CHANGES) | % OF PORTFOLIO | POLICY TARGET | POLICY RANGE | TACTICAL +/- |
|---|--------|------------------------|----------------|--------------------|-----------------------------|----------------|---------------|----------------|--------------|
| Total Operating & Short Term | | \$20,212,390 | 100.0% | \$0 | \$20,212,390 | 100.0% | 100.0% | | |
| Operating Assets | | \$20,211,466 | 100.0% | | \$20,211,466 | 100.0% | | 60-100% | |
| JPMorgan MM / Fed Hermes Gov Ob | JTSXX | \$20,120,278 | 99.5% | | \$20,120,278 | 99.5% | | | |
| Star Plus* | - | \$0 | 0.0% | | \$0 | 0.0% | | | |
| Star Ohio* | - | \$91,188 | 0.5% | | \$91,188 | 0.5% | | | |
| Short-Term Assets | | \$924 | 0.0% | | \$924 | 0.0% | | 0-40% | |
| Vanguard Short-Term Federal Adm | VSGDX | \$924 | 0.0% | | \$924 | 0.0% | | | |
| Total Long Term Reserves Pool | | \$64,982,203 | 100.0% | \$0 | \$64,982,203 | 100.0% | 100.0% | | |
| Domestic Equity | | \$20,372,112 | 31.4% | | \$20,372,112 | 31.4% | 27.0% | 20-35% | |
| Large Cap | | \$13,637,463 | 21.0% | | \$13,637,463 | 21.0% | | | |
| Vanguard Instl Index | VINIX | \$13,637,463 | 21.0% | | \$13,637,463 | 21.0% | | | |
| Small/Mid Cap | | \$6,734,649 | 10.4% | | \$6,734,649 | 10.4% | | | |
| Vanguard Mid Cap Index Adm | VIMAX | \$3,431,234 | 5.3% | | \$3,431,234 | 5.3% | | | |
| Loomis Sayles Small Growth N2 | LSSNX | \$1,523,889 | 2.3% | | \$1,523,889 | 2.3% | | | |
| Victory Integrity Small Cap Value Y | VSVIX | \$1,779,526 | 2.7% | | \$1,779,526 | 2.7% | | | |
| International Equity | | \$5,679,860 | 8.7% | | \$5,679,860 | 8.7% | 8.0% | 0-15% | |
| William Blair International Growth I | BIGIX | \$2,647,761 | 4.1% | | \$2,647,761 | 4.1% | | | |
| Dodge & Cox International Stock | DODFX | \$3,032,098 | 4.7% | | \$3,032,098 | 4.7% | | | |
| Total Equity | | \$26,051,972 | 40.1% | | \$26,051,972 | 40.1% | 35.0% | 25-45% | |
| Alternatives | | \$7,019,133 | 10.8% | | \$7,511,500 | 11.6% | 15.0% | 0-20% | |
| JPMorgan Strategic Income Opps Fd | JSOSX | \$1,043,493 | 1.6% | -\$1,043,493 | \$0 | 0.0% | | | |
| Allspring Adv Absolute Return | WABIX | \$1,064,140 | 1.6% | -\$1,064,140 | \$0 | 0.0% | | | |
| H.I.G. Principal Lending Fund | - | \$0 | 0.0% | \$2,600,000 | \$2,600,000 | 4.0% | | | |
| Weatherlow Fund* | - | \$4,911,500 | 7.6% | | \$4,911,500 | 7.6% | | | |
| Fixed Income | | \$31,892,504 | 49.1% | | \$31,400,137 | 48.3% | 50.0% | 35-75% | |
| Short Term Fixed Income | | \$18,616,092 | 28.6% | | \$18,616,092 | 28.6% | 30.0% | 25-45% | |
| YSU Short Term Bond | - | \$12,066,972 | 18.6% | | \$12,066,972 | 18.6% | | | |
| Lord Abbett Short Duration | LLDYX | \$4,632,488 | 7.1% | | \$4,632,488 | 7.1% | | | |
| DFA Five-Year Global | DFGBX | \$1,916,632 | 2.9% | | \$1,916,632 | 2.9% | | | |
| Intermediate Fixed Income | | \$13,276,412 | 20.4% | | \$12,784,045 | 19.7% | 20.0% | 10-30% | |
| JPMorgan Core Bond Fund R6** | JCBUX | \$5,545,828 | 8.5% | -\$492,367 | \$5,053,461 | 7.8% | | | |
| YSU Intermediate Term Fixed | - | \$4,495,630 | 6.9% | | \$4,495,630 | 6.9% | | | |
| Prudential High Yield Bond R6 | PHYQX | \$3,234,954 | 5.0% | | \$3,234,954 | 5.0% | | | |
| Cash & Cash Equivalents | | \$18,593 | 0.0% | | \$18,593 | 0.0% | 0.0% | 0-5% | |
| Equity Account Cash | - | \$18,593 | 0.0% | | \$18,593 | 0.0% | | | |
| Total University Assets | | \$85,194,593 | | | \$85,194,593 | | | | |

SUMMARY OF RECOMMENDATIONS

- Invest \$2.6 million in the H.I.G. Principal Lending Fund, which will be invested over the next 12-15 months
- Fund new investment strategy from current liquid alternatives and core fixed income

*As of 12/31/2021



APPENDIX



**ENDOWMENT ASSETS:
PERFORMANCE & ASSET ALLOCATION
REVIEW**

ENDOWMENT HOLDINGS

YSU ENDOWMENT (HUNTINGTON)

- **Equity Mutual Funds** – 14% (4-6 Mutual Funds & ETFs)
- **Stocks** – 62% (40-60 U.S. Large/Mid-Cap Stocks)
- **Alternatives** – 3% (Real Estate Mutual Fund)
- **Fixed Income Mutual Funds** – 5% (Federated Total High Yield, Invesco Preferred Portfolio, Vanguard Inflation Pro Sec)
- **Individual Bonds** – 13% (8-12 Individual Bonds: U.S. Corporate / Gov't / Asset Backed Debt)
- **Cash** – 3%

ENDOWMENT ASSETS: PERFORMANCE & ASSET ALLOCATION (AS OF 12/31/2021)

| ENDOWMENT ASSETS | MARKET VALUE (\$MM) | ASSET ALLOCATION | COMPOSITION | QTD | YTD | 1 YR | 2 YR | 3 YR | 5 YR | 7 YR | 2020 | 2019 | 2018 | SINCE INCEPTION ³ |
|--------------------|---------------------|--|-----------------------------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------------------------------|
| YSU Endowment Fund | \$15.852 | 76% Equity / 3% Alts / 21% Fixed Income & Cash | Stocks, Bonds, Mutual Funds | 9.2% | 20.9% | 20.9% | 18.6% | 20.3% | 13.6% | 10.8% | 16.3% | 23.8% | -4.8% | 11.1% |
| | | | Benchmark ¹ | 8.2% | 20.6% | 18.4% | 20.7% | 14.8% | 12.1% | 13.2% | 16.2% | 25.6% | -3.1% | 12.8% |
| | | | Benchmark ² | 6.6% | 15.9% | 15.9% | 15.3% | 17.5% | 12.6% | 10.3% | 16.2% | 22.2% | -2.3% | 10.9% |

COMPLIANCE

- Asset Allocation Guidelines: 70% Equities (60-80%) / 30% Cash & Fixed Income (20-40%)
 - YSU Endowment (**In Compliance at Quarter End**)

1) Benchmark: 70% S&P 500 / 25% Bbg US Aggregate.

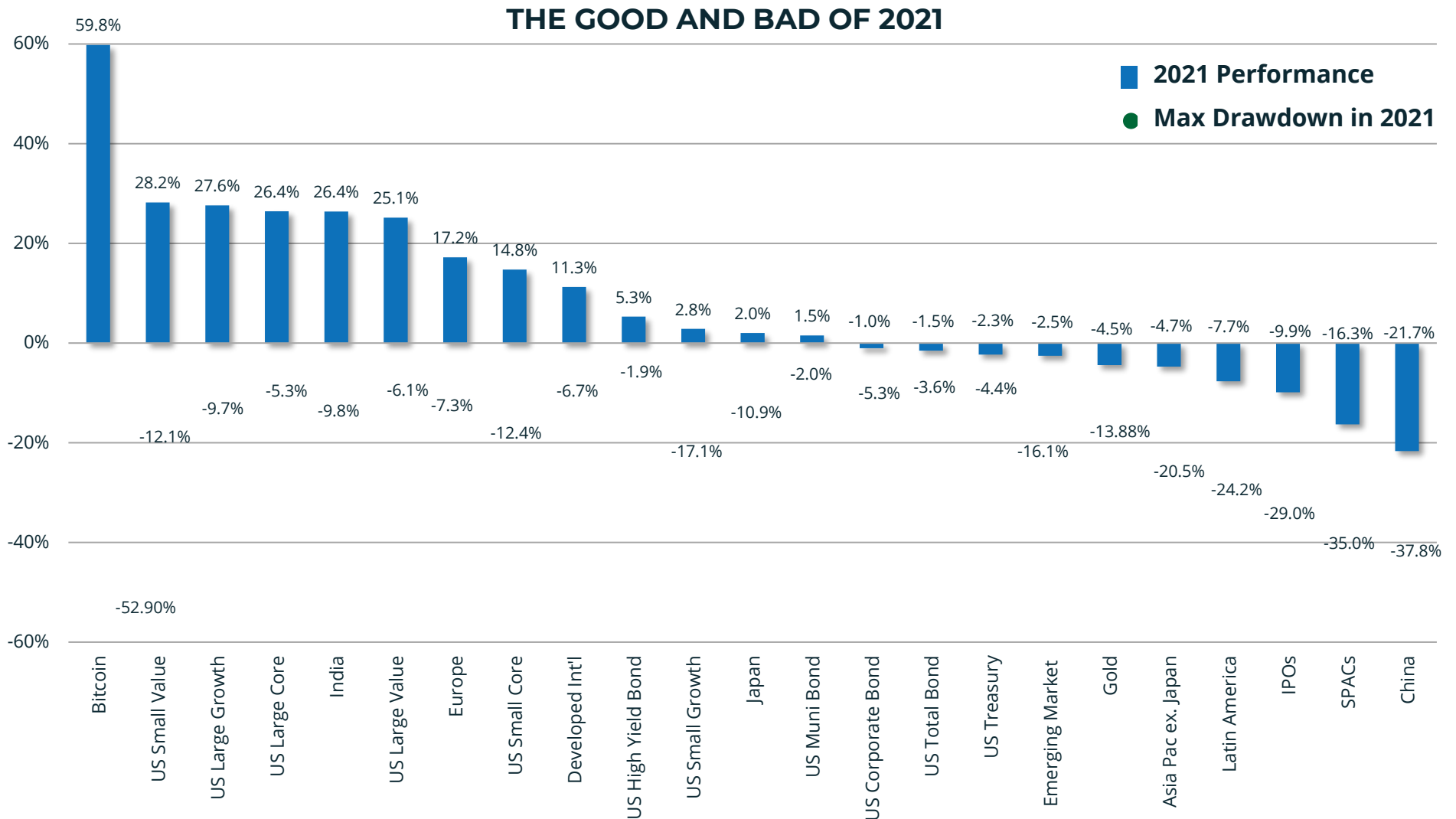
2) Benchmark: 60% S&P 500 / 40% Bbg US Aggregate.

3) Inception date: 06/2013,




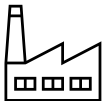

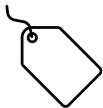


SUPPORTING INFORMATION

2021 WINNERS AND LOSERS



Source: Clearstead, Bloomberg LP, as of 12/31/2021, All returns in US Dollar terms, Past performance is not an indicator of future results. US Small Value=Russell 2000 Value, India=MSCI India, US Large Growth=Russell 1000 Growth, Europe=MSCI Europe, US Large Core=Russell 1000, US Large Value=Russell 1000 Value, US Small Core=Russell 2000, Japan=MSCI Japan, Developed Int'l=MSCI EAFE, US Small Growth=Russell 2000 Growth, US High Yield Bond=Bloomberg High Yield, Emerging Market=MSCI Emerging Market, US Muni Bond=Bloomberg Muni, Asia Pac ex. Japan=MSCI Asia Pacific ex. Japan, US Corporate Bond=Bloomberg Corporate, US Total Bond=Bloomberg Aggregate, US Treasury=Bloomberg US Treasury, Latin America=MSCI Latin America, China=MSCI China, Bitcoin=Spot Bitcoin Price, Gold= iShares Gold ETF (GLD).

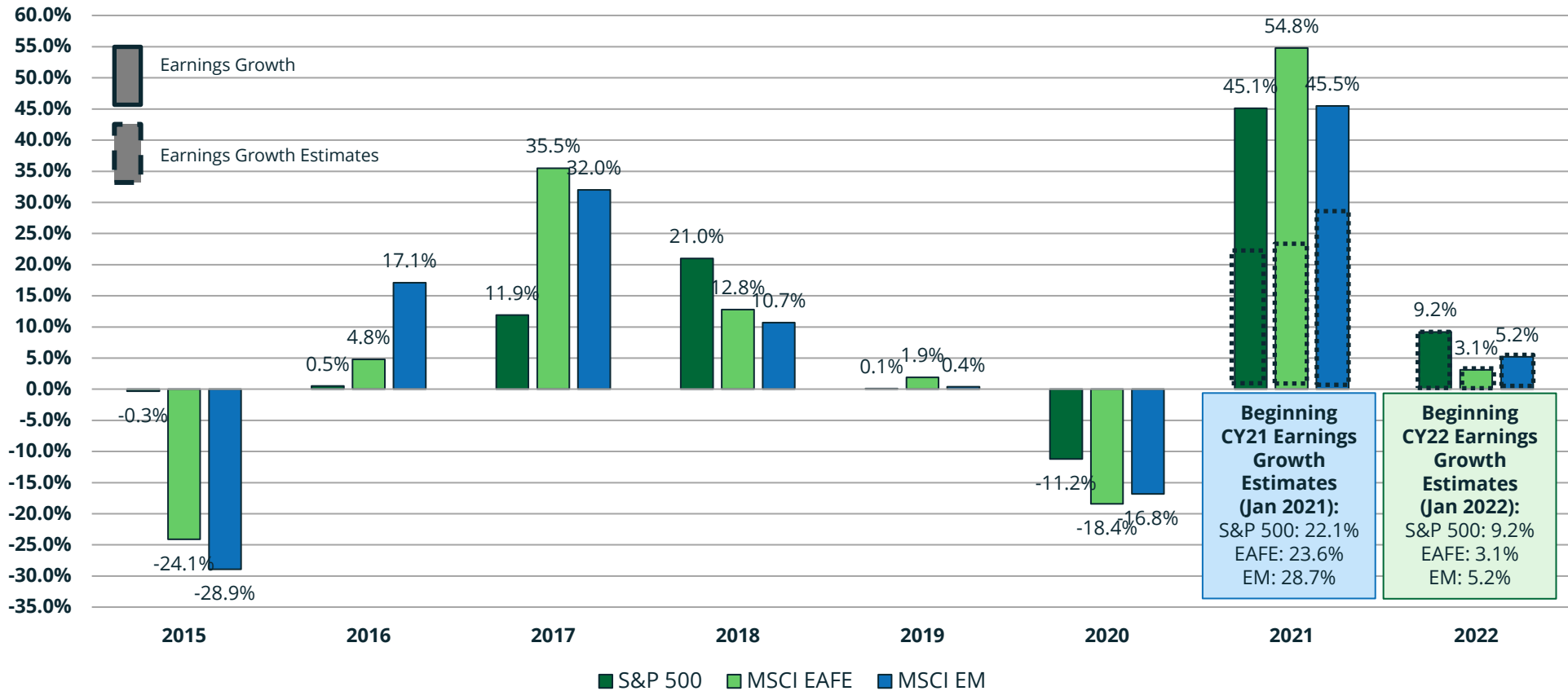
2022 ECONOMIC OUTLOOK

| AREA | EXPECTATIONS |
|--|---|
|  Labor Markets | U.S. to average 250k-500k jobs per month in 2022; unemployment rate of 4.2% likely to be below 4% by year-end |
|  Manufacturing | Manufacturing remains in economic expansion; rate of change may slow as economy normalizes away from goods and towards services |
|  Services | Services industry remains solidly in economic expansion |
|  Inflation | Core CPI remains elevated in the first half of the year, but is likely to move lower throughout 2022 |
|  Fixed Income Markets | Rates likely to move higher as Fed begins to unwind QE and start lifting Fed Funds rate |
|  Equity Markets | Positive momentum likely to carry forward though volatility should be more of a fixture in markets as compared to 2021 |

Source: Clearstead, as of 12/31/2021.

GLOBAL EARNINGS OUTLOOK

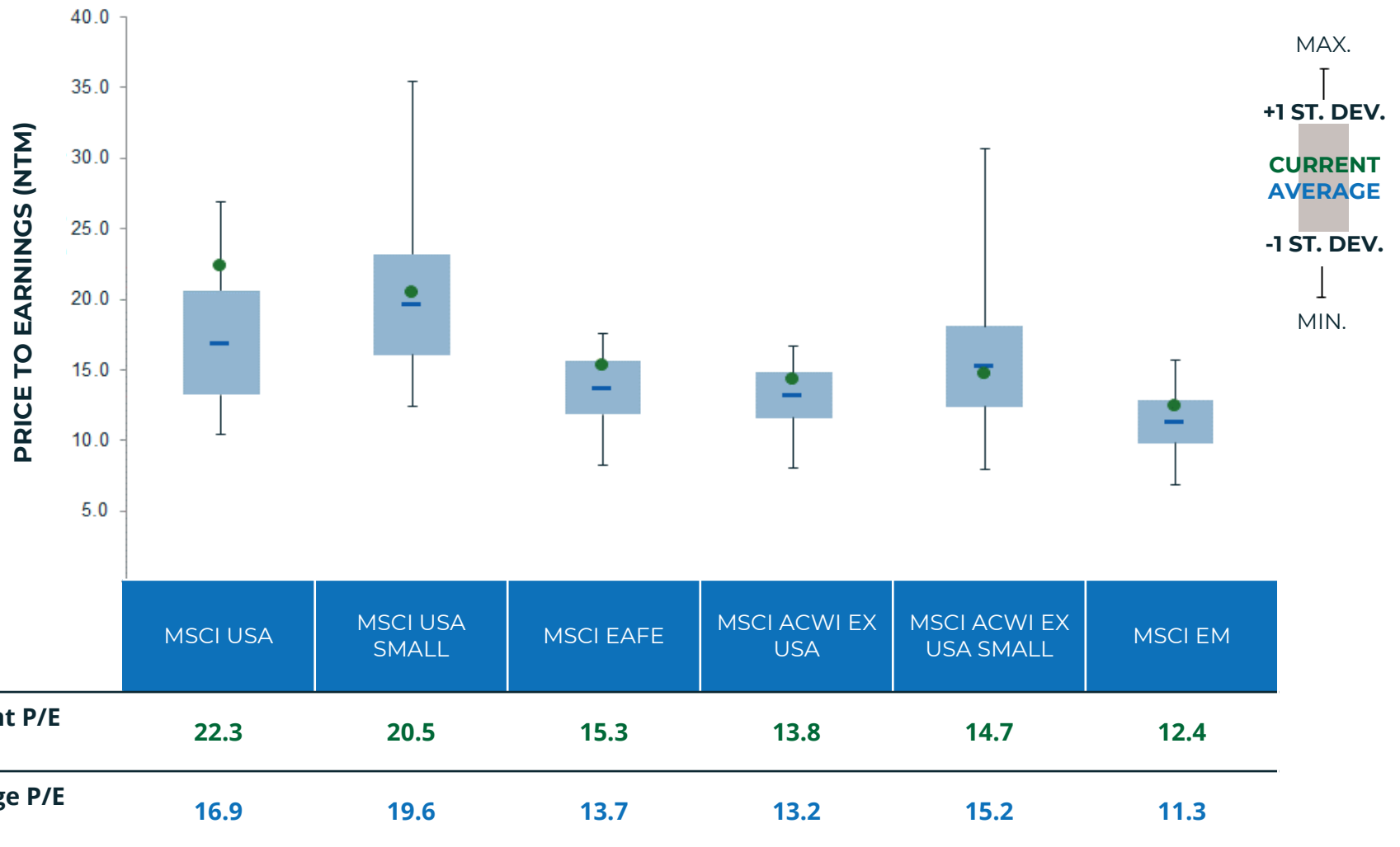
EARNINGS OUTLOOK BY YEAR



- Earnings expectations edged up in the final months of the calendar year for 2021 EPS
- Earnings for CY2022 are “in-line” with longer-run (pre-pandemic) trends and are largely predicated on above-trend global GDP growth, stable profit margins, and gradual normalization of activity despite the persistence of COVID-19

Source: Bloomberg, FactSet, Goldman Sachs.
Data as of 12/31/2021.

GLOBAL EQUITY VALUATIONS



Source: Bloomberg as of 12/31/2021.

Average taken over full index history. MSCI USA- 1994 - Current; MSCI USA Small- 1994 - Current; MSCI EAFE- 2003 - Current; MSCI ACWI ex USA- 2003 - Current; MSCI ACWI ex USA Small- 1994 - Current; MSCI EM- 2003 - Current.

GLOBAL ECONOMY OUTLOOK: 2022-2023 FORECASTS

| | 2021 | 2022 REAL GDP GROWTH ESTIMATES | | | | | 2023 REAL GDP GROWTH ESTIMATES | | | | |
|--------------|-------------|--------------------------------|------|------|---------|-------------|--------------------------------|------|------|---------|-------------|
| | BBG EST. | IMF | OECD | BBG | GOLDMAN | AVG. | IMF | OECD | BBG | GOLDMAN | AVG. |
| U.S. | 5.6% | 5.2% | 3.7% | 3.9% | 3.5% | 4.1% | 2.2% | 2.4% | 2.5% | 2.2% | 2.3% |
| EU | 5.4% | 4.4% | 4.3% | 4.3% | 4.3% | 4.3% | 2.0% | 2.5% | 2.5% | 2.5% | 2.4% |
| China | 8.0% | 5.6% | 5.1% | 5.1% | 4.7% | 5.1% | 5.3% | 5.1% | 5.3% | 4.6% | 5.1% |
| Japan | 1.8% | 3.2% | 3.4% | 3.4% | 2.7% | 3.2% | 1.4% | 1.1% | 1.4% | 1.6% | 1.4% |
| UK | 6.9% | 5.0% | 4.7% | 4.7% | 4.7% | 4.8% | 1.9% | 2.1% | 2.2% | 2.4% | 2.2% |
| India | 9.5% | 8.5% | 8.1% | 9.3% | 9.2% | 8.8% | 6.6% | 5.5% | 7.6% | 6.4% | 6.5% |

The global economy saw a robust bounce-back in 2021 and is expected to continue that trend in 2022 in terms of real GDP growth.

Global GDP growth is expected to remain strong in 2022 and continue decelerating back to pre-pandemic levels.

- Average U.S. GDP growth estimates for 2022 and 2023 are 4.1% and 2.3%, respectively

Source: Clearstead, OECD, Goldman Sachs, Bloomberg. 2021 Projections are Bloomberg Consensus figures except India = IMF figure. Forecasts as of 12/2021.

GLOBAL ECONOMY: PMI LOWER OFF SUMMER PEAK

| | | Jan-21 | Feb-21 | Mar-21 | Apr-21 | May-21 | Jun-21 | Jul-21 | Aug-21 | Sep-21 | Oct-21 | Nov-21 | Dec-21 | 12M Trend |
|----------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----------|
| Global | Mfg | 53.6 | 54 | 55.0 | 55.9 | 56.0 | 55.5 | 55.4 | 54.1 | 54.1 | 54.2 | 54.2 | 54.2 | |
| | Serv | 51.6 | 52.8 | 54.7 | 57.0 | 59.5 | 57.5 | 56.3 | 52.8 | 53.8 | 55.6 | 55.6 | 54.6 | |
| US | Mfg | 59.2 | 58.6 | 59.1 | 60.5 | 62.1 | 62.1 | 63.4 | 61.1 | 60.7 | 58.4 | 58.3 | 57.7 | |
| | Serv | 58.3 | 59.8 | 60.4 | 64.7 | 70.4 | 64.6 | 59.9 | 55.1 | 54.9 | 58.7 | 58.0 | 57.6 | |
| Eurozone | Mfg | 54.8 | 57.9 | 62.5 | 62.9 | 63.1 | 63.4 | 62.8 | 61.4 | 58.6 | 58.3 | 58.4 | 58.0 | |
| | Serv | 45.4 | 45.7 | 49.6 | 50.5 | 55.2 | 58.3 | 59.8 | 59.0 | 56.4 | 54.6 | 55.9 | 53.1 | |
| UK | Mfg | 54.1 | 55.1 | 58.9 | 60.9 | 65.6 | 63.9 | 60.4 | 60.3 | 57.1 | 57.8 | 58.1 | 57.9 | |
| | Serv | 39.5 | 49.5 | 56.3 | 61.0 | 62.9 | 62.4 | 59.6 | 55.0 | 55.4 | 59.1 | 58.5 | 53.6 | |
| Japan | Mfg | 49.8 | 51.4 | 52.7 | 53.6 | 53.0 | 52.4 | 53.0 | 52.7 | 51.5 | 53.2 | 54.5 | 54.3 | |
| | Serv | 46.1 | 46.3 | 48.3 | 49.5 | 46.5 | 48.0 | 47.4 | 42.9 | 47.8 | 50.7 | 53.0 | 52.1 | |
| China | Mfg | 51.5 | 50.9 | 50.6 | 51.9 | 52.0 | 51.3 | 50.3 | 49.2 | 50.0 | 50.6 | 49.9 | 50.9 | |
| | Serv | 52.0 | 51.5 | 54.3 | 56.3 | 55.1 | 50.3 | 54.9 | 46.7 | 53.4 | 53.8 | 52.1 | 53.1 | |
| India | Mfg | 57.7 | 57.5 | 55.4 | 55.5 | 50.8 | 48.1 | 55.3 | 52.3 | 53.7 | 55.9 | 57.6 | 55.5 | |
| | Serv | 52.8 | 55.3 | 54.6 | 54.0 | 46.4 | 41.2 | 45.4 | 56.7 | 55.2 | 58.5 | 58.1 | 55.5 | |
| S. Korea | Mfg | 53.2 | 55.3 | 55.3 | 54.6 | 53.7 | 53.9 | 53.0 | 51.2 | 52.4 | 50.2 | 50.9 | 51.9 | |

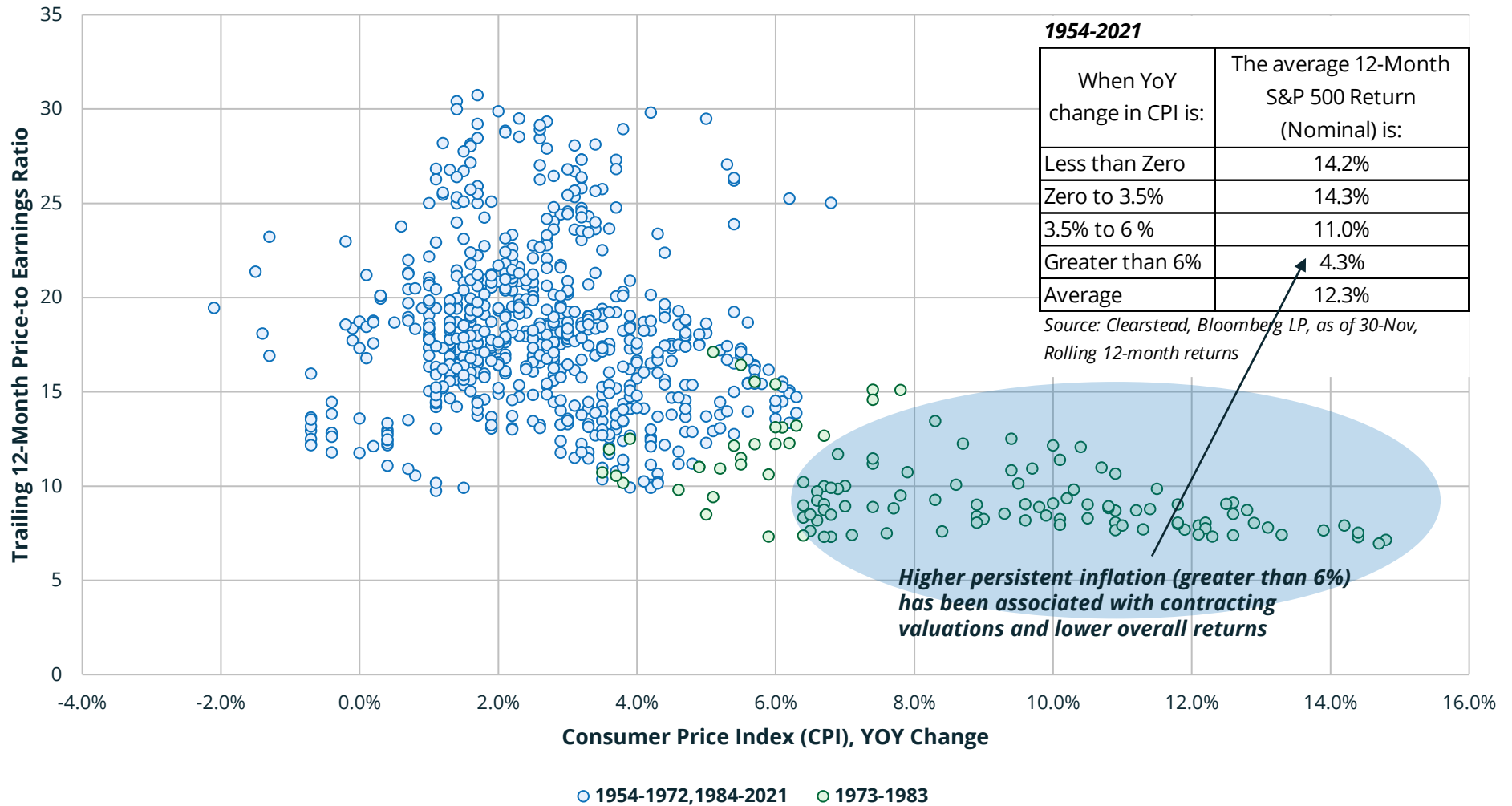
Global PMIs softened in Q4 as the Delta and Omicron COVID-19 variants surged and supply chain issues collectively weakened the global economy.

- Global manufacturing is being primarily impacted by supply-chain disruptions: shipping and trucking challenges or delays in raw or intermediate inputs.
- The service sector in most countries remains tied to dynamics related to COVID-19 and varying restrictions designed to curb outbreaks

Source: Bloomberg, Markit/HIS.
Data as of 12/31/2021.

INFLATION, VALUATIONS, AND EQUITY PERFORMANCE

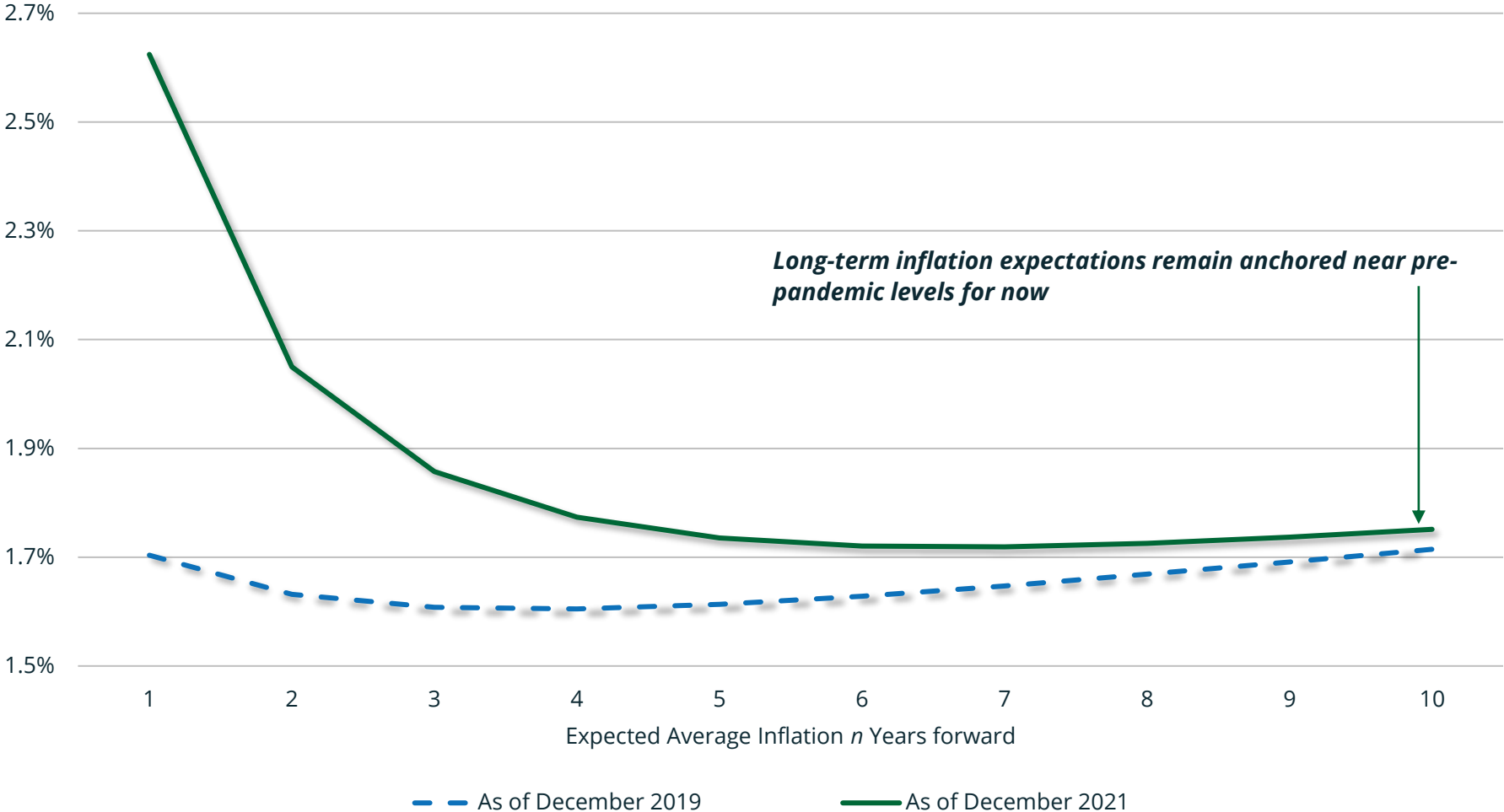
INFLATION AND VALUATIONS



Source: Clearstead, Bloomberg LP, as of 11/30/2021 Past performance is not an indicator of future results.

LONG RUN INFLATION EXPECTATIONS REMAIN CONSISTENT

INFLATION EXPECTATIONS



Source: Clearstead, Cleveland Federal Reserve, as of 12/17/2021.

EXECUTIVE SUMMARY

| | Market Value 10/01/2021 | Market Value 12/31/2021 | % of Portfolio | 4th Quarter 2021 (%) | YTD (%) |
|---|----------------------------|----------------------------|-------------------|----------------------------|-------------|
| Total University Assets | \$75,380,975 | \$87,273,442 | 100.0 | 2.4 | 7.8 |
| <i>Total Policy Benchmark¹</i> | | | | 1.4 | 4.3 |
| Total Operating & Short Term | \$10,210,678 | \$20,230,843 | 23.2 | 0.1 | 0.1 |
| <i>Total Operating & Short Term Benchmark²</i> | | | | 0.0 | 0.0 |
| Total Long Term/ Reserves Pool | \$65,170,297 | \$67,042,600 | 76.8 | 2.9 | 9.5 |
| <i>Total Long Term/ Reserves Fund Benchmark³</i> | | | | 2.5 | 7.9 |
| Total Domestic Equity | \$20,319,021 | \$21,708,578 | 24.9 | 9.8 | 26.9 |
| <i>Russell 3000 Index</i> | | | | 9.3 | 25.7 |
| Total International Equity | \$5,828,493 | \$5,933,065 | 6.8 | 1.8 | 10.0 |
| <i>MSCI EAFE (Net)</i> | | | | 2.7 | 11.3 |
| Total Alternatives | \$7,135,833 | \$6,992,345 | 8.0 | -1.3 | 5.4 |
| <i>Total Alternatives Benchmark</i> | | | | 0.3 | 6.0 |
| Total Fixed Income | \$31,868,506 | \$32,390,166 | 37.1 | -0.3 | 0.1 |
| <i>Total Fixed Income Benchmark⁴</i> | | | | -0.6 | -0.8 |
| Total Cash & Cash Equivalents | \$18,444 | \$18,445 | 0.0 | 0.0 | 0.0 |
| <i>90 Day U.S. Treasury Bill</i> | | | | 0.0 | 0.0 |

1) Total Policy Benchmark: 45% ICE BofA 91 Days T-Bills / 17% ICE BofA 1-3 Yr US Corp & Govt / 11% BBgBarc US Govt/Credit Int / 8% Total Alternatives Benchmark / 15% Russell 3000 / 4% MSCI EAFE.

2) Total Operating & Short-Term Benchmark: 95% ICE BofA 91 Days T-Bills / 5% BBgBarc US Govt 1-3 Yr.

3) Total Long-Term / Reserves Fund Benchmark: 27% Russell 3000 / 8% MSCI EAFE / 15% Total Alternatives Benchmark / 30% ICE BofA 1-3 Yr US Corp & Govt / 20% BBgBarc US Govt/Credit Int,

4) Total Alternatives Benchmark: 100% HFRI Fund of Funds Composite.

5) Total Fixed Income Benchmark: 64% ICE BofA 1-3 Yr US Corp & Govt / 36% BBgBarc US Govt/Credit Int.

ASSET ALLOCATION GUIDELINES COMPLIANCE

| Total Plan Asset Allocation Policy | Range | Current |
|------------------------------------|-----------|---------|
| Operating & Short-Term Pool | 25% - 50% | 23% |
| Long Term/ Reserves Pool | 50% - 75% | 77% |

| Operating & Short-Term Pool | | Range | Current |
|-----------------------------|--|------------|---------|
| Operating Assets | | 60% - 100% | 100% |
| Short-Term Assets | | 0% - 40% | 0% |

| Long Term/ Reserves Pool | Target | Range | Current |
|---------------------------|--------|-----------|---------|
| Domestic Equity | 27% | 20% - 35% | 32% |
| International Equity | 8% | 0% - 15% | 9% |
| Total Equity | 35% | 25% - 45% | 41% |
| Alternatives | 15% | 0%-20% | 10% |
| Short-Term Fixed Income | 30% | 25% - 45% | 28% |
| Intermediate Fixed Income | 20% | 10% - 30% | 20% |
| Cash & Cash Equivalents | 0% | 0% - 5% | 0% |

In Line Within Tolerance Review

SCHEDULE OF ASSETS

| | Ticker | Account Type | Begin Market Value \$ | Market Value 12/31/2021 | % of Portfolio |
|--|--------|----------------------------|--------------------------|----------------------------|----------------|
| Total University Assets | | | \$75,380,975 | \$87,273,442 | 100.0 |
| Total Operating & Short Term | | | \$10,210,678 | \$20,230,843 | 23.2 |
| Federated Hermes Government Obligations Fund | | Cash | - | \$20,056,925 | 23.0 |
| JPMorgan 100% U.S. Tr Sec MM Inst | JTSXX | Cash | \$10,094,323 | \$81,798 | 0.1 |
| Vanguard Short-Term Federal Adm | VSGDX | US Fixed Income Short Term | \$25,186 | \$932 | 0.0 |
| STAR Ohio | | Cash | \$91,169 | \$91,188 | 0.1 |
| Total Long Term/ Reserves Pool | | | \$65,170,297 | \$67,042,600 | 76.8 |
| Total Domestic Equity | | | \$20,319,021 | \$21,708,578 | 24.9 |
| Vanguard Institutional Index | VINIX | US Stock Large Cap Core | \$13,482,450 | \$14,382,478 | 16.5 |
| Vanguard Mid Cap Index Adm | VIMAX | US Stock Mid Cap Core | \$3,449,057 | \$3,723,998 | 4.3 |
| Loomis Sayles Sm Growth N | LSSNX | US Stock Small Cap Growth | \$1,666,281 | \$1,755,632 | 2.0 |
| Victory Integrity Small Value Y | VSVIX | US Stock Small Cap Value | \$1,721,232 | \$1,846,470 | 2.1 |
| Total International Equity | | | \$5,828,493 | \$5,933,065 | 6.8 |
| William Blair International Growth I | BIGIX | International | \$2,953,858 | \$2,989,358 | 3.4 |
| Dodge & Cox Internat'l Stock | DODFX | International | \$2,874,635 | \$2,943,706 | 3.4 |
| Total Alternatives | | | \$7,135,833 | \$6,992,345 | 8.0 |
| JPMorgan Strategic Income Opps Sel | JSOSX | Absolute Return | \$1,595,931 | \$1,043,408 | 1.2 |
| Allspring Adv Absolute Return Instl | WABIX | All Assets | \$1,547,826 | \$1,037,437 | 1.2 |
| Weatherlow Fund Offshore Fund I Ltd | | Hedge Fund | \$3,992,075 | \$4,911,500 | 5.6 |
| Total Fixed Income | | | \$31,868,506 | \$32,390,166 | 37.1 |
| JPMorgan Core Bond | WOBDX | US Fixed Income Core | \$5,651,052 | \$5,646,341 | 6.5 |
| YSU Intermediate Term Bond | | US Fixed Income Core | \$4,616,206 | \$4,587,827 | 5.3 |
| PGIM High Yield R6 | PHYQX | US Fixed Income High Yield | \$3,085,711 | \$3,332,105 | 3.8 |
| YSU Short Term Bond | | US Fixed Income Short Term | \$12,278,748 | \$12,211,944 | 14.0 |
| Lord Abbett Short Duration Income I | LLDYX | US Fixed Income Short Term | \$4,270,851 | \$4,666,220 | 5.3 |
| DFA Five-Yr Global Fxd-Inc I | DFGBX | Global Fixed Income | \$1,965,939 | \$1,945,729 | 2.2 |
| Total Cash & Cash Equivalents | | | \$18,444 | \$18,445 | 0.0 |
| PNC Govt MMkt | PKIXX | Cash | \$18,444 | \$18,445 | 0.0 |

ATTRIBUTION OF MARKET VALUE

TOTAL UNIVERSITY ASSETS

| | Q1-2021 | Q2-2021 | Q3-2021 | Q4-2021 | One Year |
|-------------------------|---------------|--------------|--------------|---------------|---------------|
| Total University Assets | | | | | |
| Beginning Market Value | \$66,471,553 | \$73,087,043 | \$75,443,318 | \$75,380,975 | \$66,471,553 |
| Contributions | \$18,009,372 | \$54,212 | - | \$30,000,000 | \$48,063,584 |
| Distributions | -\$13,063,584 | - | - | -\$20,000,000 | -\$33,063,584 |
| Net Cash Flows | \$4,945,788 | \$54,212 | - | \$10,000,000 | \$15,000,000 |
| Net Investment Change | \$1,669,702 | \$2,302,063 | -\$62,342 | \$1,892,467 | \$5,801,890 |
| Ending Market Value | \$73,087,043 | \$75,443,318 | \$75,380,975 | \$87,273,442 | \$87,273,442 |
| Change \$ | \$6,615,490 | \$2,356,275 | -\$62,342 | \$11,892,467 | \$20,801,890 |

LONG-TERM POOL

| | Q1-2021 | Q2-2021 | Q3-2021 | Q4-2021 | One Year |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|
| Total Long Term/ Reserves Pool | | | | | |
| Beginning Market Value | \$61,263,903 | \$62,931,975 | \$65,233,293 | \$65,170,297 | \$61,263,903 |
| Contributions | \$9,163 | - | - | - | \$9,163 |
| Distributions | -\$9,163 | - | - | - | -\$9,163 |
| Net Cash Flows | - | - | - | - | - |
| Net Investment Change | \$1,668,072 | \$2,301,319 | -\$62,996 | \$1,872,302 | \$5,778,697 |
| Ending Market Value | \$62,931,975 | \$65,233,293 | \$65,170,297 | \$67,042,600 | \$67,042,600 |
| Change \$ | \$1,668,072 | \$2,301,319 | -\$62,996 | \$1,872,302 | \$5,778,697 |

PERFORMANCE SUMMARY

| | QTD (%) | 1 Yr (%) | 2 Yr (%) | 3 Yr (%) | 5 Yr (%) | 7 Yr (%) | 10 Yr (%) | 2020 (%) | 2019 (%) | 2018 (%) | Inception (%) | Inception Date |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|---------------|----------------|
| Total University Assets | 2.4 | 7.8 | 8.7 | 9.6 | 6.9 | 5.4 | 5.0 | 9.5 | 11.5 | -1.5 | 4.5 | Apr- 04 |
| <i>Total Policy Benchmark¹</i> | 1.4 | 4.3 | 5.1 | 6.3 | 4.7 | 3.8 | 3.5 | 5.9 | 8.7 | -0.4 | 3.4 | |
| Total Operating & Short Term | 0.1 | 0.1 | 0.6 | 1.2 | 1.2 | 0.9 | 0.6 | 1.1 | 2.4 | 1.7 | 0.6 | Jul- 10 |
| <i>Total Operating & Short Term Benchmark²</i> | 0.0 | 0.0 | 0.4 | 1.0 | 1.2 | 0.9 | 0.6 | 0.8 | 2.3 | 1.9 | 0.6 | |
| Total Long Term/ Reserves Pool | 2.9 | 9.5 | 9.1 | 11.1 | 7.9 | 6.3 | 6.3 | 8.8 | 15.3 | -3.4 | 6.0 | Jul- 10 |
| <i>Total Long Term/ Reserves Fund Benchmark³</i> | 2.5 | 7.9 | 8.9 | 10.7 | 7.7 | 6.2 | 6.0 | 10.0 | 14.2 | -2.4 | 5.6 | |
| Total Domestic Equity | 9.8 | 26.9 | 22.6 | 25.2 | 17.6 | 14.2 | 16.0 | 18.5 | 30.4 | -5.7 | 16.1 | Jul- 10 |
| <i>Russell 3000 Index</i> | 9.3 | 25.7 | 23.3 | 25.8 | 18.0 | 14.5 | 16.3 | 20.9 | 31.0 | -5.2 | 16.3 | |
| Total International Equity | 1.8 | 10.0 | 13.3 | 17.6 | 11.1 | 7.3 | 9.1 | 16.7 | 26.7 | -17.8 | 6.7 | Oct- 10 |
| <i>MSCI EAFE (Net)</i> | 2.7 | 11.3 | 9.5 | 13.5 | 9.5 | 6.8 | 8.0 | 7.8 | 22.0 | -13.8 | 6.5 | |
| Total Alternatives | -1.3 | 5.4 | 0.7 | 5.1 | 3.3 | - | - | -3.7 | 14.3 | -6.0 | 2.1 | Mar- 15 |
| <i>Total Alternatives Benchmark⁴</i> | 0.3 | 6.0 | 5.7 | 7.7 | 5.3 | - | - | 5.4 | 11.7 | -4.3 | 3.6 | |
| Total Fixed Income | -0.3 | 0.1 | 2.6 | 3.9 | 3.0 | 2.5 | 2.3 | 5.2 | 6.6 | 0.9 | 2.4 | Jul- 10 |
| <i>Total Fixed Income Benchmark⁵</i> | -0.6 | -0.8 | 1.8 | 2.9 | 2.3 | 2.0 | 1.8 | 4.5 | 5.0 | 1.4 | 1.9 | |
| Total Cash & Cash Equivalents | 0.0 | 0.0 | 0.2 | 0.6 | - | - | - | 0.4 | 1.5 | - | 0.7 | Apr- 18 |
| <i>90 Day U.S. Treasury Bill</i> | 0.0 | 0.0 | 0.4 | 1.0 | 1.1 | 0.9 | 0.6 | 0.7 | 2.3 | 1.9 | 1.2 | |

1) Total Policy Benchmark: 45% ICE BofA 91 Days T-Bills / 17% ICE BofA 1-3 Yr US Corp & Govt / 11% BbgBarc US Govt/Credit Int / 8% Total Alternatives Benchmark / 15% Russell 3000 / 4% MSCI EAFE.

2) Total Operating & Short-Term Benchmark: 95% ICE BofA 91 Days T-Bills / 5% BbgBarc US Govt 1-3 Yr.

3) Total Long-Term / Reserves Fund Benchmark: 27% Russell 3000 / 8% MSCI EAFE / 15% Total Alternatives Benchmark / 30% ICE BofA 1-3 Yr US Corp & Govt / 20% BbgBarc US Govt/Credit Int,

4) Total Alternatives Benchmark: 100% HFRI Fund of Funds Composite.

5) Total Fixed Income Benchmark: 64% ICE BofA 1-3 Yr US Corp & Govt / 36% BbgBarc US Govt/Credit Int.

PERFORMANCE REPORT CARD

| | % of Portfolio | QTD (%) | 1 Yr (%) | 2 Yr (%) | 3 Yr (%) | 5 Yr (%) | 7 Yr (%) | 10 Yr (%) | 2020 (%) | 2019 (%) | 2018 (%) | Inception (%) | Inception Date |
|---|----------------|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|---------------|----------------|
| Total University Assets | 100.0 | 2.4 | 7.8 | 8.7 | 9.6 | 6.9 | 5.4 | 5.0 | 9.5 | 11.5 | -1.5 | 4.5 | Apr-04 |
| <i>Total Policy Benchmark</i> | | 1.4 | 4.3 | 5.1 | 6.3 | 4.7 | 3.8 | 3.5 | 5.9 | 8.7 | -0.4 | 3.4 | |
| Total Operating & Short Term | 23.2 | 0.1 | 0.1 | 0.6 | 1.2 | 1.2 | 0.9 | 0.6 | 1.1 | 2.4 | 1.7 | 0.6 | Jul-10 |
| <i>Total Operating & Short Term Benchmark</i> | | 0.0 | 0.0 | 0.4 | 1.0 | 1.2 | 0.9 | 0.6 | 0.8 | 2.3 | 1.9 | 0.6 | |
| Federated Hermes Government Obligations Fund | 23.0 | 0.0 | 0.0 | 0.1 | 0.7 | 0.8 | 0.6 | 0.4 | 0.3 | 1.8 | 1.5 | 0.0 | Nov-21 |
| <i>90 Day U.S. Treasury Bill</i> | | 0.0 | 0.0 | 0.4 | 1.0 | 1.1 | 0.9 | 0.6 | 0.7 | 2.3 | 1.9 | 0.0 | |
| JPMorgan 100% U.S. Tr Sec MM Inst | 0.1 | 0.0 | 0.0 | 0.2 | 0.8 | 0.9 | 0.7 | 0.5 | 0.3 | 2.0 | 1.7 | 0.5 | Oct-11 |
| <i>90 Day U.S. Treasury Bill</i> | | 0.0 | 0.0 | 0.4 | 1.0 | 1.1 | 0.9 | 0.6 | 0.7 | 2.3 | 1.9 | 0.6 | |
| Vanguard Short-Term Federal Adm | 0.0 | -0.6 | -0.5 | 2.0 | 2.7 | 2.0 | 1.8 | 1.5 | 4.5 | 4.2 | 1.4 | 1.5 | Oct-10 |
| <i>Blmbg. 1-5 Year Government</i> | | -0.7 | -1.2 | 1.5 | 2.4 | 1.9 | 1.6 | 1.3 | 4.3 | 4.2 | 1.5 | 1.4 | |
| STAR Ohio | 0.1 | 0.0 | 0.1 | 0.4 | 1.0 | - | - | - | 0.7 | 2.3 | - | 1.2 | Jul-18 |
| <i>90 Day U.S. Treasury Bill</i> | | 0.0 | 0.0 | 0.4 | 1.0 | 1.1 | 0.9 | 0.6 | 0.7 | 2.3 | 1.9 | 1.2 | |
| Total Long Term/ Reserves Pool | 76.8 | 2.9 | 9.5 | 9.1 | 11.1 | 7.9 | 6.3 | 6.3 | 8.8 | 15.3 | -3.4 | 6.0 | Jul-10 |
| <i>Total Long Term/ Reserves Fund Benchmark</i> | | 2.5 | 7.9 | 8.9 | 10.7 | 7.7 | 6.2 | 6.0 | 10.0 | 14.2 | -2.4 | 5.6 | |
| Total Domestic Equity | 24.9 | 9.8 | 26.9 | 22.6 | 25.2 | 17.6 | 14.2 | 16.0 | 18.5 | 30.4 | -5.7 | 16.1 | Jul-10 |
| <i>Russell 3000 Index</i> | | 9.3 | 25.7 | 23.3 | 25.8 | 18.0 | 14.5 | 16.3 | 20.9 | 31.0 | -5.2 | 16.3 | |
| Vanguard Institutional Index | 16.5 | 11.0 | 28.7 | 23.4 | 26.0 | 18.4 | 14.9 | 16.5 | 18.4 | 31.5 | -4.4 | 16.5 | Jul-10 |
| <i>S&P 500 Index</i> | | 11.0 | 28.7 | 23.4 | 26.1 | 18.5 | 14.9 | 16.6 | 18.4 | 31.5 | -4.4 | 16.5 | |
| Vanguard Mid Cap Index Adm | 4.3 | 8.0 | 24.5 | 21.3 | 24.5 | 15.9 | 12.6 | 15.1 | 18.2 | 31.0 | -9.2 | 14.4 | Oct-10 |
| <i>Vanguard Mid Cap Index Benchmark</i> | | 8.0 | 24.5 | 21.3 | 24.5 | 15.9 | 12.6 | 15.2 | 18.2 | 31.1 | -9.2 | 14.5 | |
| Loomis Sayles Sm Growth N | 2.0 | 5.4 | 10.2 | 21.6 | 23.3 | 19.1 | 14.4 | 15.5 | 34.3 | 26.7 | 0.6 | 21.1 | Sep-19 |
| <i>Russell 2000 Growth Index</i> | | 0.0 | 2.8 | 17.7 | 21.2 | 14.5 | 11.7 | 14.1 | 34.6 | 28.5 | -9.3 | 19.9 | |
| Victory Integrity Small Value Y | 2.1 | 7.3 | 33.6 | 16.3 | 18.5 | 8.8 | 8.5 | 11.8 | 1.2 | 23.1 | -18.6 | 11.7 | Oct-10 |
| <i>Russell 2000 Value Index</i> | | 4.4 | 28.3 | 15.9 | 18.0 | 9.1 | 9.5 | 12.0 | 4.6 | 22.4 | -12.9 | 11.5 | |
| Total International Equity | 6.8 | 1.8 | 10.0 | 13.3 | 17.6 | 11.1 | 7.3 | 9.1 | 16.7 | 26.7 | -17.8 | 6.7 | Oct-10 |
| <i>MSCI EAFE (Net)</i> | | 2.7 | 11.3 | 9.5 | 13.5 | 9.5 | 6.8 | 8.0 | 7.8 | 22.0 | -13.8 | 6.5 | |
| <i>MSCI AC World ex USA (Net)</i> | | 1.8 | 7.8 | 9.2 | 13.2 | 9.6 | 6.6 | 7.3 | 10.7 | 21.5 | -14.2 | 5.7 | |
| William Blair International Growth I | 3.4 | 1.2 | 9.0 | 20.0 | 23.4 | 14.9 | 10.0 | 10.8 | 32.0 | 30.7 | -17.7 | 10.5 | Jul-12 |
| <i>MSCI AC World ex USA (Net)</i> | | 1.8 | 7.8 | 9.2 | 13.2 | 9.6 | 6.6 | 7.3 | 10.7 | 21.5 | -14.2 | 7.4 | |
| Dodge & Cox Internat'l Stock | 3.4 | 2.4 | 11.0 | 6.5 | 11.6 | 7.2 | 4.5 | 7.6 | 2.1 | 22.8 | -18.0 | 5.8 | Oct-10 |
| <i>MSCI EAFE (Net)</i> | | 2.7 | 11.3 | 9.5 | 13.5 | 9.5 | 6.8 | 8.0 | 7.8 | 22.0 | -13.8 | 6.5 | |

PERFORMANCE REPORT CARD

| | % of Portfolio | QTD (%) | 1 Yr (%) | 2 Yr (%) | 3 Yr (%) | 5 Yr (%) | 7 Yr (%) | 10 Yr (%) | 2020 (%) | 2019 (%) | 2018 (%) | Inception (%) | Inception Date |
|--|----------------|-------------|------------|------------|------------|------------|------------|------------|-------------|-------------|-------------|---------------|----------------|
| Total Alternatives | 8.0 | -1.4 | 5.3 | 0.7 | 5.0 | 3.3 | - | - | -3.7 | 14.3 | -6.0 | 2.1 | Mar-15 |
| <i>Total Alternatives Benchmark</i> | | 0.3 | 6.0 | 5.7 | 7.7 | 5.3 | - | - | 5.4 | 11.7 | -4.3 | 3.6 | |
| JPMorgan Strategic Income Opps Sel | 1.2 | -0.2 | 0.6 | 1.1 | 2.0 | 2.0 | 2.4 | 2.8 | 1.6 | 4.0 | 0.8 | 1.5 | Oct-18 |
| <i>Bmbg. U.S. Universal Index</i> | | 0.0 | -1.1 | 3.1 | 5.2 | 3.8 | 3.4 | 3.3 | 7.6 | 9.3 | -0.3 | 5.1 | |
| Allspring Adv Absolute Return Instl | 1.2 | -0.5 | 2.6 | -0.2 | 3.5 | 3.3 | 2.1 | 3.5 | -2.9 | 11.2 | -5.6 | 1.6 | Mar-15 |
| <i>HFRI Fund of Funds Composite Index</i> | | 0.3 | 6.0 | 8.4 | 8.4 | 5.7 | 4.1 | 4.5 | 10.9 | 8.4 | -4.0 | 3.9 | |
| Weatherlow Fund Offshore Fund I Ltd | 5.6 | -1.7 | 5.7 | 14.8 | 14.4 | 8.9 | 6.7 | 7.3 | 24.7 | 13.6 | -3.1 | -1.7 | Jul-21 |
| <i>HFRI Fund of Funds Composite Index</i> | | 0.3 | 6.0 | 8.4 | 8.4 | 5.7 | 4.1 | 4.5 | 10.9 | 8.4 | -4.0 | 1.0 | |
| Total Fixed Income | 37.1 | -0.3 | 0.1 | 2.6 | 3.9 | 3.0 | 2.5 | 2.3 | 5.2 | 6.6 | 0.9 | 2.4 | Jul-10 |
| <i>Total Fixed Income Benchmark</i> | | -0.6 | -0.8 | 1.8 | 2.9 | 2.3 | 2.0 | 1.8 | 4.5 | 5.0 | 1.4 | 1.9 | |
| JPMorgan Core Bond | 6.5 | -0.1 | -1.1 | 3.4 | 5.0 | 3.8 | 3.1 | 3.0 | 8.1 | 8.3 | 0.2 | 3.5 | Sep-17 |
| <i>Bmbg. U.S. Aggregate Index</i> | | 0.0 | -1.5 | 2.9 | 4.8 | 3.6 | 3.0 | 2.9 | 7.5 | 8.7 | 0.0 | 3.3 | |
| YSU Intermediate Term Bond | 5.3 | -0.6 | -1.3 | 3.0 | 4.4 | 3.3 | 2.7 | 2.6 | 7.5 | 7.2 | 0.8 | 3.6 | Apr-04 |
| <i>Bmbg. Intermed. U.S. Government/Credit</i> | | -0.6 | -1.4 | 2.4 | 3.9 | 2.9 | 2.5 | 2.4 | 6.4 | 6.8 | 0.9 | 3.3 | |
| PGIM High Yield R6 | 3.8 | 0.6 | 6.5 | 6.1 | 9.4 | 6.9 | 6.6 | 7.1 | 5.7 | 16.3 | -1.2 | 6.9 | Jan-17 |
| <i>Bmbg. U.S. Corp: High Yield Index</i> | | 0.7 | 5.3 | 6.2 | 8.8 | 6.3 | 6.1 | 6.8 | 7.1 | 14.3 | -2.1 | 6.3 | |
| YSU Short Term Bond | 14.0 | -0.5 | -0.4 | 1.6 | 2.5 | 2.0 | 1.7 | 1.5 | 3.7 | 4.3 | 1.6 | 2.4 | Apr-04 |
| <i>ICE BofA 1-3 Yr. Gov/Corp</i> | | -0.5 | -0.4 | 1.4 | 2.3 | 1.9 | 1.6 | 1.4 | 3.3 | 4.1 | 1.6 | 2.3 | |
| Lord Abbett Short Duration Income I | 5.3 | -0.1 | 1.1 | 2.1 | 3.3 | 2.8 | 2.7 | 2.9 | 3.2 | 5.6 | 1.4 | 3.1 | Apr-18 |
| <i>ICE BofA 1-3 Yr. Gov/Corp</i> | | -0.5 | -0.4 | 1.4 | 2.3 | 1.9 | 1.6 | 1.4 | 3.3 | 4.1 | 1.6 | 2.3 | |
| DFA Five-Yr Global Fxd-Inc I | 2.2 | -1.0 | -1.0 | 0.2 | 1.5 | 1.6 | 1.6 | 1.9 | 1.5 | 4.0 | 1.7 | 1.8 | Jul-13 |
| <i>FTSE World Government Bond Index 1-5 (Hedged)</i> | | -0.5 | -0.8 | 1.2 | 2.1 | 1.9 | 1.7 | 1.7 | 3.2 | 3.9 | 2.1 | 1.7 | |
| Total Cash & Cash Equivalents | 0.0 | 0.0 | 0.0 | 0.2 | 0.6 | - | - | - | 0.4 | 1.5 | - | 0.7 | Apr-18 |
| <i>90 Day U.S. Treasury Bill</i> | | 0.0 | 0.0 | 0.4 | 1.0 | 1.1 | 0.9 | 0.6 | 0.7 | 2.3 | 1.9 | 1.2 | |
| PNC Govt MMkt | 0.0 | 0.0 | 0.0 | 0.2 | 0.8 | - | - | - | 0.4 | 2.0 | - | - | Apr-18 |
| <i>90 Day U.S. Treasury Bill</i> | | 0.0 | 0.0 | 0.4 | 1.0 | 1.1 | 0.9 | 0.6 | 0.7 | 2.3 | 1.9 | 1.2 | |

1) Total Policy Benchmark: 45% ICE BofA 91 Days T-Bills / 17% ICE BofA 1-3 Yr US Corp & Govt / 11% BBgBarc US Govt/Credit Int / 8% Total Alternatives Benchmark / 15% Russell 3000 / 4% MSCI EAFE.

2) Total Operating & Short-Term Benchmark: 95% ICE BofA 91 Days T-Bills / 5% BBgBarc US Govt 1-3 Yr.

3) Total Long-Term / Reserves Fund Benchmark: 27% Russell 3000 / 8% MSCI EAFE / 15% Total Alternatives Benchmark / 30% ICE BofA 1-3 Yr US Corp & Govt / 20% BBgBarc US Govt/Credit Int.

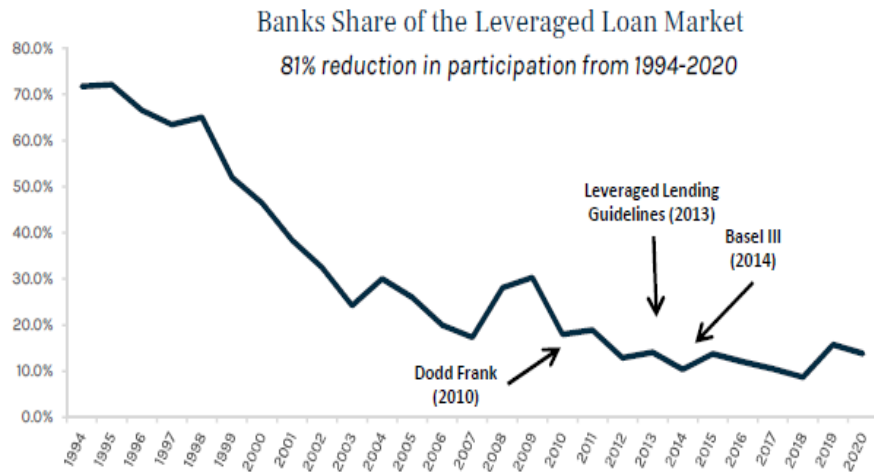
4) Total Alternatives Benchmark: 100% HFRI Fund of Funds Composite.

5) Total Fixed Income Benchmark: 64% ICE BofA 1-3 Yr US Corp & Govt / 36% BBgBarc US Govt/Credit Int.

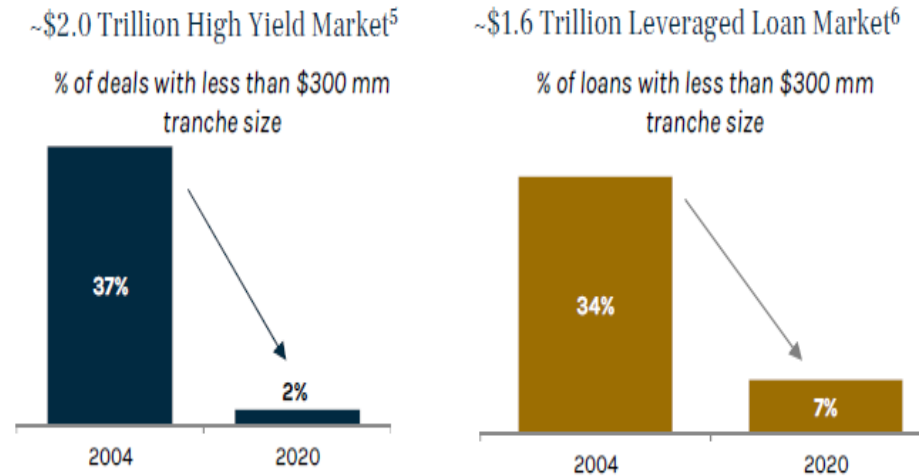
WHY MIDDLE MARKET DIRECT LENDING

MARKET OPPORTUNITY AND INDUSTRY SHIFT HAS DRIVEN THE DEMAND AND GROWTH OF MIDDLE MARKET LENDING

BANKS HAVE RETRENCHED FROM MIDDLE MARKET LENDING



LIQUID MARKETS HAVE SHIFTED TO MEGADEALS



Source: Ares Investor Presentation May 2021

H.I.G. WHITEHORSE BACKGROUND

H.I.G. is an established lower middle market alternative investment manager with roughly \$46 billion (as of 9/30/2021) in assets under management. The firm has 500+ investment professionals, including 105 focused on credit. H.I.G.'s WhiteHorse Lending Funds – 2020 seeks to generate attractive risk-adjusted returns from the lower middle market credit spaces it focuses on by lending to well-established, performing companies with proven cash flow generating capabilities and experienced management teams that lack access to traditional sources of financing. Clearstead believes H.I.G.'s deal sourcing platform and experience in the lower middle market are competitive advantages in the space. The fund's process emphasizes downside protection and Clearstead believes H.I.G. can add value through quarterly income generation and creation of attractive risk-adjusted returns in a low interest rate environment.

Parent

Sami Mnaymneh and Tony Tamer founded H.I.G. in 1993. Mnaymneh and Tamer were former managing directors at Blackstone and Bain, respectively. H.I.G. launched its first fund in 1993 with a focus on small to midsize investments and a strong emphasis on in-house operating expertise. The firm now offers multiple strategies across credit, private equity, growth equity, and real estate strategies, all with a focus on the lower middle market. The firm has approximately 800 employees, ~500 of them investment professionals spread across 18 offices in 9 different countries and on 3 different continents. As of September 2021, H.I.G. manages roughly \$46B across 3 asset pools. Its credit platform is ~\$31B in size, while it also has private equity and real estate platforms.

People

The firm currently employs 800+ individuals, including over 500 investment professionals that work across the private market spectrum. The global credit platform includes 105 individuals in 14 offices globally. More specifically, the direct lending strategy team includes both co-CEOs, 9 managing directors, 41 other investment professionals, 25 business development professionals, and robust back-office support.

PRINCIPAL LENDING FUND: PERFORMANCE SUMMARY

RETURN SUMMARY

| | |
|-----------------------------|-----------------|
| Permanent Capital Invested: | \$1,408 million |
|-----------------------------|-----------------|

| | |
|------------|-------|
| Net IRR %: | 20.2% |
|------------|-------|

PORTFOLIO STATISTICS SUMMARY

| | |
|------------------------|----|
| Number of Investments: | 69 |
|------------------------|----|

| | |
|------------------|--------------|
| Average EBITDA*: | \$35 million |
|------------------|--------------|

| | |
|--------------------|------|
| Net Debt / EBITDA: | 4.4x |
|--------------------|------|

| | |
|----------------------|-----|
| Loan-to-Value (LTV): | 50% |
|----------------------|-----|

| | |
|---------------|-----|
| % First Lien: | 96% |
|---------------|-----|

Source: H.I.G. Capital
*Excludes syndicated loans.
Past performance is not a guarantee of future results.





DEFINITIONS & DISCLOSURES

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Information provided is general in nature, is provided for informational purposes only, and should not be construed as investment advice. Any views expressed are based upon the data available at the time the information was produced and are subject to change at any time based on market or other conditions. Clearstead disclaims any liability for any direct or incidental loss incurred by applying any of the information in this presentation. All investment decisions must be evaluated as to whether it is consistent with their investment objectives, risk tolerance, and financial situation.

Past performance is no guarantee of future results. Investing involves risk, including risk of loss. Diversification does not ensure a profit or guarantee against loss.

All indices are unmanaged and performance of the indices includes reinvestment of dividends and interest income, unless otherwise noted. An investment cannot be made in any index.

Stock markets, especially foreign markets, are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Foreign securities are subject to interest-rate, currency-exchange-rate, economic, and political risks, all of which are magnified in emerging markets. The securities of smaller, less well-known companies can be more volatile than those of larger companies. Growth stocks can perform differently from the market as a whole and other types of stocks and can be more volatile than other types of stocks. Value stocks can perform differently than other types of stocks and can continue to be undervalued by the market for long periods of time.

Lower-quality debt securities generally offer higher yields, but also involve greater risk of default or price changes due to potential changes in the credit quality of the issuer. Any fixed income security sold or redeemed prior to maturity may be subject to loss.

The municipal market is volatile and can be significantly affected by adverse tax, legislative, or political changes and by the financial condition of the issuers of municipal securities. Interest rate increases can cause the price of a debt security to decrease. A portion of the dividends you receive may be subject to federal, state, or local income tax or may be subject to the federal alternative minimum tax. Generally, tax-exempt municipal securities are not appropriate holdings for tax advantaged accounts such as IRAs and 401(k)s.

Stock markets, especially foreign markets, are volatile and can decline significantly in response to adverse issuer, political, regulatory, market, or economic developments. Foreign securities are subject to interest-rate, currency-exchange-rate, economic, and political risks, all of which are magnified in emerging markets. The securities of smaller, less well-known companies can be more volatile than those of larger companies. Growth stocks can perform differently from the market as a whole and other types of stocks and can be more volatile than other types of stocks. Value stocks can perform differently than other types of stocks and can continue to be undervalued by the market for long periods of time.

The commodities industry can be significantly affected by commodity prices, world events, import controls, worldwide competition, government regulations, and economic conditions.

Changes in real estate values or economic conditions can have a positive or negative effect on issuers in the real estate industry, which may affect your investment.

Index Definitions:

The **S&P 500 Index** is a broad-based market index, comprised of 500 large-cap companies, generally considered representative of the stock market as a whole. The **S&P 400 Index** is an unmanaged index considered representative of mid-sized U.S. companies. The **S&P 600 Index** is a market-value weighted index that consists of 600 small-cap U.S. stocks chosen for market size, liquidity and industry group representation.

The **Russell 1000 Value Index**, **Russell 1000 Index** and **Russell 1000 Growth Index** are indices that measure the performance of large-capitalization value stocks, large-capitalization stocks and large-capitalization growth stocks, respectively. The **Russell 2000 Value Index**, **Russell 2000 Index** and **Russell 2000 Growth Index** are indices that measure the performance of small-capitalization value stocks, small-capitalization stocks and small-capitalization growth stocks, respectively. The **Russell Midcap Value Index**, **Russell Midcap Index** and **Russell Midcap Growth Index** are indices that measure the performance of mid-capitalization value stocks, mid-capitalization stocks and mid-capitalization growth stocks, respectively. The **Russell 2500 Value Index**, **Russell 2500 Index** and **Russell 2500 Growth Index** measure the performance of small to mid-cap value stocks, small to mid-cap stocks and small to mid-cap growth stocks, respectively, commonly referred to as "smid" cap. The **Russell 3000 Value Index**, **Russell 3000 Index** and **Russell 3000 Growth Index** measure the performance of the 3,000 largest U.S. value stocks, 3,000 largest U.S. stocks and 3,000 largest U.S. growth stocks, respectively, based on total market capitalization.

The **Wilshire 5000 Index** represents the broadest index of the U.S. equity market, measuring the performance of all U.S. equity securities with readily available price data. The **Wilshire Micro Cap Index** is a market capitalization-weighted index comprised of all stocks in the Wilshire 5000 Index below the 2,501st rank.

The **MSCI EAFE (Europe, Australasia, Far East) Index** is designed to measure developed market equity performance, excluding the U.S. and Canada. The **MSCI Emerging Markets (EM) Index** is designed to measure global emerging market equity performance. The **MSCI World Index** is designed to measure global developed market equity performance. The **MSCI World Index Ex-US** is designed to measure the equity market performance of developed markets and excludes the U.S. The **MSCI Europe Index** is an unmanaged index considered representative of developed European countries. The **MSCI Japan Index** is an unmanaged index considered representative of stocks of Japan. The **MSCI Pacific ex Japan Index** is an unmanaged index considered representative of stocks of Asia Pacific countries excluding Japan.

The **U.S. 10-Year Treasury Yield** is generally considered to be a barometer for long-term interest rates.

Merrill Lynch 91-day T-bill Index includes U.S. Treasury bills with a remaining maturity from 1 up to 3 months.

The **Barclays Capital (BC) U.S. Treasury Index** is designed to cover public obligations of the U.S. Treasury with a remaining maturity of one year or more. The **BC Aggregate Bond Index** is an unmanaged, market value-weighted performance benchmark for investment-grade fixed-rate debt issues, including government, corporate, asset-backed, and mortgage-backed securities with maturities of at least one year. The **BC US Credit Bond Index** is designed to cover publicly issued U.S. corporate and specified foreign debentures and secured notes that meet the specified maturity, liquidity, and quality requirements; bonds must be SEC-registered to qualify. The **BC U.S. Agency Index** is designed to cover publicly issued debt of U.S. Government agencies, quasi-federal corporations, and corporate or foreign debt guaranteed by the U.S. Government. The **BC CMBS Index** is designed to mirror commercial mortgage-backed securities of investment-grade quality (Baa3/BBB-/BBB- or above) using Moody's, S&P, and Fitch respectively, with maturity of at least one year. The **BC MBS Index** covers agency mortgage-backed pass-through securities (both fixed-rate and hybrid ARMs) issued by Ginnie Mae (GNMA), Fannie Mae (FNMA), and Freddie Mac (FHLMC). The **BC U.S. Municipal Bond Index** covers the U.S. dollar-denominated, long-term tax-exempt bond market with four main sectors: state and local general obligation bonds, revenue bonds, insured bonds, and pre-refunded bonds. The **BC TIPS Index** is an unmanaged market index made up of U.S. Treasury Inflation Linked Index securities. The **BC U.S. Government Bond Index** is a market value-weighted index of U.S. Government fixed-rate debt issues with maturities of one year or more. The **BC ABS Index** is a market value-weighted index that covers fixed-rate asset-backed securities with average lives greater than or equal to one year and that are part of a public deal; the index covers the following collateral types: credit cards, autos, home equity loans, stranded-cost utility (rate-reduction bonds), and manufactured housing. The **BC Global Aggregate Index** is composed of three sub-indices: the U.S. Aggregate Index, the Pan-European Aggregate Index, and the Asian-Pacific Aggregate Index. In aggregate the index is created to be a broad-based measure of the performance of investment grade fixed rate debt globally. The **BC US Corporate Long Aa Index** is an unmanaged index representing public obligations of U.S. corporate and specified foreign debentures and secured notes with a remaining maturity of 10 years or more. The **BC U.S. Corporate High-Yield Index** measures the market of USD-denominated, non-investment grade, fixed-rate, taxable corporate bonds. The **BC Intermediate Corporate Index** includes dollar-denominated debt from U.S. and non-U.S. industrial, utility, and financial institutions issuers with a duration of 1-10 years. The **BC U.S. Treasury Long Index** is an unmanaged index representing public obligations of the U.S. Treasury with a remaining maturity of one year or more. The **BC U.S. Government 10 Year Treasury Index** measures the performance of U.S. Treasury securities that have a remaining maturity of less than 10 years. The **BC BAA Corporate Index** measures the performance of the taxable Baa rated fixed-rate U.S. dollar-denominated corporate bond market. The **BC Global Treasury ex US Index** includes government bonds issued by investment-grade countries outside the United States, in local currencies, that have a remaining maturity of one year or more and are rated investment grade or higher. The **BC Emerging Market Bond Index** is an unmanaged index that total returns for external-currency-denominated debt instruments of the emerging markets. The **BC U.S. Securitized Bond Index** is a composite of asset-backed securities, collateralized mortgage-backed securities (RMBS-eligible) and fixed rate mortgage-backed securities. The **BC Quality Distribution AAA, B, and CC-D indices** measure the respective credit qualities of U.S. corporate and specified foreign debentures and secured notes. The **BC Universal Index** represents the union of the U.S. Aggregate Index, the U.S. High Yield Corporate Index, the 144A Index, the Eurozone Index, the Emerging Markets Index, and the non-ERISA portion of the CMBS Index. The **BC 1-3 Year Government Credit Index** is an unmanaged index considered representative of performance of short-term U.S. corporate bonds and U.S. government securities with maturities from one to three years. The **BC Long-term Government Index** is an unmanaged index reflecting performance of the long-term government bond market. The **BC Intermediate Aggregate Index** measures the performance of intermediate-term investment grade bonds. The **BC Intermediate 1-3 Year Government/Credit Index** measures the performance of U.S. Dollar denominated U.S. Treasuries, government-related and investment grade U.S. corporate securities that have a remaining maturity of greater than one year and less than ten years.

The **Bank of America Funds U.S. High Yield Index** tracks the performance of below investment grade US Dollar Denominated corporate bonds publicly issued in the US market. Qualifying bonds have at least one year remaining term to maturity, are fixed coupon schedule and minimum outstanding of \$100 million.

The **HFRF Funds of Multiple US Index (HFRF FOF)** is an equal weighted index designed to measure the performance of hedge fund of fund managers. The more than 800 multi-strategy constituents are required to have at least \$50 million in assets under management and a trading track record spanning at least 12 months. The index includes both on and offshore funds and all returns are reported in USD.

The **NCREIF Property Index (NPI)** represents quarterly time series composite total rate of return measure of a very large pool of individual commercial real estate properties acquired in the private market. The index represents apartments, hotels, industrial properties, office buildings and retail properties which are at least 60% occupied and owned or controlled, at least in part by tax-exempt institutional investors or its designated agent. In addition these properties that are included must be investment grade, non-agricultural and income producing and all development projects are excluded. Constituents included in the NPI be valued at least quarterly, either internally or externally, using standard commercial real estate appraisal methodology. Each property must be independently appraised a minimum of once every three years.

The **FTSE NAREIT All REITS Index** is a market capitalization-weighted index that is designed to measure the performance of all tax-qualified Real Estate Investment Trusts (REITs) that are listed on the New York Stock Exchange, the American Stock Exchange, or the NASDAQ National Market List.

The **Dow Jones U.S. Select Real Estate Securities Index** is a float-adjusted market capitalization-weighted index of publicly traded real estate securities such as real estate investment trusts (REITs) and real estate operating companies (REOCs).

The **Cambridge PE Index** is a representation of returns for over 70% of the total dollars raised by U.S. leveraged buyout, subordinated debt and special situation managers from 1986 to December 2007. Returns are calculated based on the pooled time weighted return and are net of all fees. These pooled means represent the end to end rate of return calculated on the aggregate of all cash flows and market values reported by the general partners of the underlying constituents in the quarterly and annual reports.

The **University of Michigan Consumer Sentiment Index** is a consumer confidence index published monthly by the University of Michigan and Thomson Reuters. The index is normalized to have a value of 100 in December 1964.

VIX - The CBOE Volatility Index (VIX) is based on the prices of eight S&P 500 index put and call options.

Gold - represented by the dollar price of one troy ounce.

WTI Crude - West Texas Intermediate is a grade of crude oil used as a benchmark in oil pricing.

The **Affordability Index** measures of a population's ability to afford to purchase a particular item, such as a house, indexed to the population's income

The **Homeownership %** is computed by dividing the number of owner-occupied housing units by the number of occupied housing units or households.

The **HFR Emerging Markets: Asia ex-Japan, Global Index, Latin America Index, Russia/Eastern Europe Index**. The constituents of the HFR Emerging Markets indices are selected according to their Regional Investment Focus only. There is no investment Strategy criteria for inclusion in these indices. Funds classified as Emerging Markets have a regional investment focus in one of the following geographic areas: Asia ex-Japan, Russia/Eastern Europe, Latin America, Africa or the Middle East. **HFR EH: Energy/Basic Materials** strategies which employ investment processes designed to identify opportunities in securities in specific niche areas of the market in which the Manager maintains a level of expertise which exceeds that of a market generalist. **HFR EH: Equity** Market Neutral strategies employ sophisticated quantitative techniques of analyzing price data to ascertain information about future price movement and relationships between securities, select securities for purchase and sale. **HFR EH: Short-Biased** strategies employ analytical techniques in which the investment thesis is predicated on assessment of the valuation characteristics on the underlying companies with the goal of identifying overvalued companies. **HFR EH: Technology/Healthcare** strategies employ investment processes designed to identify opportunities in securities in specific niche areas of the market in which the Manager maintain a level of expertise which exceeds that of a market generalist in identifying opportunities in companies engaged in all development, production and application of technology, biotechnology and as related to production of pharmaceuticals and healthcare industry.

HFR ED: Distressed Restructuring strategies which employ an investment process focused on corporate fixed income instruments, primarily on corporate credit instruments of companies trading at significant discounts to their value at issuance or obliged (par value) at maturity as a result of either formal bankruptcy proceeding or financial market perception of near term proceedings. **HFR ED: Private Issue/Regulation D** strategies which employ an investment process primarily focused on opportunities in equity and equity related instruments of companies which are primarily private and illiquid in nature. **HFR Macro: Systematic Diversified** strategies have investment processes typically as function of mathematical, algorithmic and technical models, with little or no influence of individuals over the portfolio positioning. **HFR RV: Fixed Income - Asset Backed** includes strategies in which the investment thesis is predicated on realization of a spread between related instruments in which one or multiple components of the spread is a fixed income instrument backed physical collateral or other financial obligations (loans, credit cards) other than those of a specific corporation. **HFR RV: Fixed Income - Convertible Arbitrage** includes strategies in which the investment thesis is predicated on realization of a spread between related instruments in which one or multiple components of the spread is a convertible fixed income instrument. **HFR RV: Fixed Income - Corporate** includes strategies in which the investment thesis is predicated on realization of a spread between related instruments in which one or multiple components of the spread is a corporate fixed income instrument. **HFR RV: Multi-Strategies** employ an investment thesis is predicated on realization of a spread between related fixed income instruments in which one or multiple components of the spread contains a fixed income, derivative, equity, real estate, MLP or combination of these or other instruments. **HFR RV: Yield Alternatives** index strategies employ an investment thesis is predicated on realization of a spread between related instruments in which one or multiple components of the spread contains a derivative, equity, real estate, MLP or combination of these or other instruments. Strategies are typically quantitatively driven to measure the existing relationship between instruments and, in some cases, identify attractive positions in which the risk adjusted spread between these instruments represents an attractive opportunity for the investment manager.

The **Consumer Price Index (CPI)** is an inflationary indicator that measures the change in the cost of a fixed basket of products and services, including housing, electricity, food, and transportation. The CPI is published monthly. Unless otherwise noted, the CPI figure is as of the date this report is created.

The **Credit Suisse Leveraged Loan Index** is a market value-weighted index designed to represent the investable universe of the U.S. dollar-denominated leveraged loan market.

The **Dow Jones-UBS Commodity Index** measures the performance of the commodities market. It consists of exchange-traded futures contracts on physical commodities that are weighted to account for the economic significance and market liquidity of each commodity.

The **S&P 500 Value Index**, **Index S&P 500** and **S&P 500 Growth Index** are a broad-based market indices that measure the performance of large-capitalization value companies, large-capitalization companies and large-capitalization growth companies, respectively. The **S&P 400 MidCap Value**, **Index S&P MidCap 400 Index** and **S&P 400 MidCap Growth Index** are indices that measure the performance of mid-sized value companies, mid-sized companies and mid-sized growth companies, respectively. The **S&P 600 SmallCap Index** is a market-value weighted index that consists of 600 small-cap U.S. stocks chosen for market size, liquidity and industry group representation. The **S&P 900 Index** combines the large-cap S&P 500 and the S&P MidCap 400. **S&P Completion Index TR** is a sub-index of the S&P Total Market Index (TMI), including all stocks eligible for the S&P TMI and excluding all current constituents of the S&P 500. **S&P Global Ex US Property Index** defines and measures the investable universe of publicly traded property companies domiciled in developed and emerging markets excluding the U.S.

The **Russell 1000 Value Index**, **Russell 1000 Index** and **Russell 1000 Growth Index** are indices that measure the performance of large-capitalization value stocks, large-capitalization stocks and large capitalization growth stocks, respectively. The **Russell 2000 Value Index**, **Russell 2000 Index** and **Russell 2000 Growth Index** are indices that measure the performance of small-capitalization value stocks, small-capitalization stocks and small-capitalization growth stocks, respectively. The **Russell Midcap Value Index**, **Russell Midcap Index** and **Russell Midcap Growth Index** are indices that measure the performance of mid-capitalization value stocks, mid-capitalization stocks and mid-capitalization growth stocks, respectively. The **Russell 2500 Value Index**, **Russell 2500 Index** and **Russell 2500 Growth Index** measure the performance of small to mid-cap value stocks, small to mid-cap stocks and small to mid-cap growth stocks, respectively, commonly referred to as "SMID" cap. The **Russell 3000 Value Index**, **Russell 3000 Index** and **Russell 3000 Growth Index** measure the performance of the 3,000 largest U.S. value stocks, 3,000 largest U.S. stocks and 3,000 largest U.S. growth stocks, respectively, based on total market capitalization. The **Russell Microcap Index** measures the performance of the microcap segment of the U.S. equity market. The **Russell Top 200 Value Index** measures the performance of the especially large cap segment of the U.S. equity universe represented by stocks in the largest 200 by market cap that exhibit value characteristics. The **Russell Developed ex-US Large Cap Index** measures the performance of the largest investable securities in developed countries globally, excluding companies assigned to the United States.

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The **Wilshire 5000 Index** represents the broadest index for the U.S. equity market, measuring the performance of all U.S. equity securities with readily available price data. The **Wilshire Micro Cap Index** is a market capitalization-weighted index comprised of all stocks in the Wilshire 5000 Index below the 2,501st rank. The **Wilshire 4500 Index** is comprised of all stocks in the Wilshire 5000 Index minus the stocks in the S&P 500. The **Wilshire Real Estate Securities Index (RESI)** is comprised of publicly traded real estate equity securities.

All MSCI indices are gross, defined as With Gross Dividends. Gross total return indices reinvest as much as possible of the company's dividend distributions. The reinvested amount is equal to the total dividend amount distributed to persons residing in the country of the dividend-paying company. Gross total return indices do not, however, include any tax credits. The **MSCI EAFE (Europe, Australasia, Far East) Gross Index** is designed to measure developed market equity performance, excluding the U.S. and Canada. The **MSCI Emerging Markets (EM) Gross Index** is designed to measure global emerging market equity performance. The **MSCI World Gross Index** is designed to measure global developed market equity performance. The **MSCI World Index Ex-U.S. Gross Index** is designed to measure the equity market performance of developed markets and excludes the U.S. The **MSCI Europe Gross Index** is an unmanaged index considered representative of developed European countries. The **MSCI Japan Gross Index** is an unmanaged index considered representative of stocks of Japan. The **MSCI Pacific ex. Japan Gross Index** is an unmanaged index considered representative of stocks of Asia Pacific countries excluding Japan. The **MSCI AC (All Country) Asia ex Japan Gross Index** is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of Asia, excluding Japan. The **MSCI ACWI Gross Index** is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of developed and emerging markets, excluding U.S. The **MSCI ACWI ex US Small Cap Growth Gross Index** is a market capitalization weighted total return index measured in U.S. dollars based on share prices and reinvested net dividends that is designed to measure the equity market performance of the small cap growth segments of developed and emerging markets, excluding the U.S. The **MSCI Canada Gross Index** is designed to measure the performance of the large and midcap segments of the Canada market. The **MSCI EAFE Small Cap Gross Index** measures the performance of small cap stocks in European, Australasia, and Far Eastern markets. The **MSCI EAFE Value Gross Index** is a market capitalization-weighted index that monitors the performance of value stocks from Europe, Australasia, and the Far East. The **MSCI EM Latin America Gross Index** is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of emerging markets in Latin America. The **MSCI Pacific Free ex Japan Gross Index** measures the performance of the Australian, Hong Kong, New Zealand, and Singapore equity markets. The **MSCI World Small Cap Gross Index** is designed to measure the equity market performance of the small cap segment of developed markets. The **MSCI US Small Cap 1750 Index** represents the universe of small capitalization companies in the U.S. equity market. The **MSCI US Mid Cap 450 Index** represents the universe of medium capitalization companies in the U.S. equity market. The **MSCI US Prime Market Value Index** represents the value companies of the MSCI US Prime Market 750 Index. The **MSCI US Prime Market Growth Index** represents the growth companies of the MSCI US Prime Market 750 Index.

The **Barclays Capital® (BC) U.S. Treasury Index** is designed to cover public obligations of the U.S. Treasury with a remaining maturity of one year or more. The **BC Aggregate Bond Index** is an unmanaged, market value-weighted performance benchmark for investment-grade fixed-rate debt issues, including government, corporate, asset-backed, and mortgage-backed securities with maturities of at least one year. The **BC U.S. Credit Bond Index** is designed to cover publicly issued U.S. corporate and specified foreign debentures and secured notes that meet the specified maturity, liquidity, and quality requirements; bonds must be SEC-registered to qualify. The **BC U.S. Agency Index** is designed to cover publicly issued debt of U.S. Government agencies, quasi-federal corporations, and corporate or foreign debt guaranteed by the U.S. Government. The **BC CMBS Index** is designed to mirror commercial mortgage-backed securities of investment-grade quality (Baa3/BBB-/BBB- or above) using Moody's, S&P, and Fitch respectively, with maturity of at least one year. The **BC CMBS Index** covers agency mortgage-backed pass-through securities (both fixed-rate and hybrid ARMs) issued by Ginnie Mae (GNMA), Fannie Mae (FNMA), and Freddie Mac (FHLMC). The **BC U.S. Municipal Bond Index** covers the U.S. dollar-denominated, long-term tax-exempt bond market with four main sectors: state and local general obligation bonds, revenue bonds, insured bonds, and pre-refunded bonds. The **BC US TIPS Index** is an unmanaged market index made up of U.S. Treasury Inflation Linked Index securities. The **BC U.S. Government Bond Index** is a market value-weighted index of U.S. Government fixed-rate debt issues with maturities of one year or more. The **BC ABS Index** is a market value-weighted index that covers fixed-rate asset backed securities with average lives greater than or equal to one year and that are part of a public deal; the index covers the following collateral types: credit cards, auto, home equity loans, stranded-cost utility (rate-reduction bonds), and manufactured housing. The **BC Global Aggregate Index** is composed of three sub-indices: the U.S. Aggregate Index, the U.S. Aggregate Index, Pan-European Aggregate Index, and the Asian-Pacific Aggregate Index. In aggregate the index is created to be a broad-based measure of the performance of investment grade fixed rate debt on a global scale. The **BC US Corporate Long AA Index** is an unmanaged index representing public obligations of U.S. corporate and specified foreign debentures and secured notes with a remaining maturity of 10 years or more. The **BC U.S. Corporate High-Yield Index** measures the market of USD-denominated, non-investment grade, fixed-rate, taxable corporate bonds. The **BC Intermediate Corporate Index** includes dollar-denominated debt from U.S. and non-U.S. industrial, utility, and financial institutions issuers with a duration of 1-10 years. The **BC U.S. Treasury Long Index** is an unmanaged index representing public obligations of the U.S. Treasury with a remaining maturity of one year or more. The **BC U.S. Government 10 Year Treasury Index** measures the performance of U.S. Treasury securities that have a remaining maturity of less than 10 years. The **BC BAA Corporate Index** measures the performance of the taxable Baa rated fixed-rate U.S. dollar-denominated corporate bond market. The **BC Global Treasury ex US Index** includes government bonds issued by investment-grade countries outside the United States, in local currencies, that have a remaining maturity of one year or more and are rated investment grade or higher. The **BC Emerging Market Bond Index** is an unmanaged index that total returns for external-currency-denominated debt instruments of the emerging markets. The **BC U.S. Securitized Bond Index** is a composite of asset-backed securities, collateralized mortgage-backed securities (ERISA-eligible) and fixed rate mortgage-backed securities. The **BC Quality Distribution AAA, B, and CC-D Indices** measure the respective credit qualities of U.S. corporate and specified foreign debentures and secured notes. The **BC Universal Index** represents the union of the U.S. Aggregate Index, the U.S. High Yield Corporate Index, the 144A Index, the Eurodollar Index, the Emerging Markets Index, and the non-ERISA portion of the CMBS Index. The **BC 1-3 Year Government Credit Index** is an unmanaged index considered representative of performance of short-term U.S. corporate bonds and U.S. government bonds with maturities from one to three years. The **BC 1-5 Year Government Credit Index** is an unmanaged index considered representative of performance of short-term U.S. corporate bonds and U.S. government bonds with maturities from one to five years. The **BC Long-term Government Index** is an unmanaged index reflecting performance of the long-term government bond market. The **BC Intermediate Aggregate Index** measures the performance of intermediate-term investment grade bonds. The **BC Intermediate 1-3 Year Government/Credit Index** measures the performance of U.S. Dollar denominated U.S. Treasury, government-related and investment grade U.S. corporate securities that have a remaining maturity of greater than one year and less than ten years. The **BC U.S. 1-3 Year Government Bond Index** is composed of Treasury bond and agency bond and agency bond indices that have maturities of one to three years. The **BC U.S. 1-5 Year Government Bond Index** is composed of Treasury bond and agency bond indices that have maturities of one to five years. The **BC 1-3 Year US Treasury Index** measures the performance of U.S. Treasury securities that have a maturity between 1 to 3 years. The **BC Government Credit Index** measures the performance of U.S. Government and corporate bonds rated investment grade or better, with maturities of at least one year.

The **BC High Yield Index** covers the universe of fixed rate, non-investment grade debt. Pay-in-kind (PIK) bonds, Eurobonds, and debt issues from countries designated as emerging markets (e.g., Argentina, Brazil, Venezuela, etc.) are excluded, but Canadian and global bonds (SEC registered) of issuers in non-EMG countries are included. Original issue zeroes, step-up coupon structures, and 144-A's are also included. The **BC Intermediate Government Index** measures the performance of intermediate U.S. government securities. The **BC Intermediate Government/Credit Bond Index** measures the performance of intermediate term U.S. government and corporate bonds. The **BC U.S. Long Term Corporate Index** measures the performance of investment-grade, fixed-rate, taxable securities issued by industrial, utility, and financial companies, with maturities greater than 10 years. The **BC Global Credit Hedged USD Index** contains investment grade and high yield credit securities from the Multiverse represented in US Dollars on a hedged basis. The **BC Long A+ U.S. Credit Index** measures the performance of investment grade corporate debt and agency bonds that are dollar denominated and have a maturity of greater than 10 years. The **BC U.S. Gov/Credit 5-10 Year Index** includes all medium and larger issues of U.S. government, investment-grade corporate, and investment-grade international dollar-denominated bonds that have maturities between 5 and 10 years and are publicly issued.

The **Cambridge U.S. Private Equity Index** is a representation of returns for over 70% of the total dollars raised by U.S. leveraged buyout, subordinated debt and special situation managers from 1986 to December 2007. Returns are calculated based on the pooled time weighted return and are net of all fees. These pooled means represent the end to end rate of return calculated on the aggregate of all cash flows and market values reported by the general partners of the underlying constituents in the quarterly and annual reports. Please Note: the performance of this index lags by 1 quarter.

The **Bank of America (BoFA) Merrill Lynch (ML) 91-day T-bill Index** includes U.S. Treasury bills with a remaining maturity from 1 up to 3 months. The **BoFA ML U.S. High Yield Master Index & Bank of America ML U.S. High Yield Master II Indices** track the performance of below investment grade US Dollar Denominated corporate bonds publicly issued in the US market. Qualifying bonds have at least one year remaining term to maturity, are fixed coupon schedule and minimum outstanding of \$100 million. The **BoFA ML All US Convertibles Index** consists of convertible bonds traded in the U.S. dollar denominated investment grade and non investment grade convertible securities sold into the U.S. market and publicly traded in the United States. The **BoFA ML US Corp & Govt 1-3 Yrs Index** tracks the performance of U.S. dollar-denominated investment grade government and corporate public debt issued in the U.S. domestic bond market with at least 1 yr and less than 3 yrs remaining to maturity, including U.S. Treasury, U.S. agency, foreign government, supranational and corporate securities. The **BoFA ML U.S. High-Yield BB-B Constrained Index** is a modified market capitalization-weighted index of U.S. dollar-denominated, below-investment-grade corporate debt publicly issued in the U.S. domestic market. The **BoFA Merrill Lynch US Treasury 1-3 Year Index** tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year and less than three years. The **BoFA ML Treasuries 1 Year Index** tracks the performance of the direct sovereign debt of the U.S. Government having a maturity of at least one year. The **BoFA ML Treasury Current 2 Year Index** tracks the most recently issued 2-year U.S. Treasury note. The **BoFA ML CMBS Fixed Rate AAA Index** is a subset of the BoFA ML U.S. Fixed Rate CMBS Index including all securities rated AAA. The **BoFA ML U.S. Fixed Rate CMBS Index** tracks the performance of U.S. dollar-denominated investment grade fixed rate commercial mortgage-backed securities publicly issued in the U.S. domestic market. The **BoFA ML U.S. Dollar 3-Month LIBOR Index** represents the London interbank offered rate (LIBOR) with a constant 3-month average maturity.

The **Citi Select MLP Index** is a USD denominated, price return index, comprised of the common units of up to 30 of the most liquid market limited partnerships in the Energy Sector. The **Citigroup World Government Bond Index (WGBI) 1-5 Year Hedged USD Index** is a comprehensive measure of the total return performance of the government bond markets of approximately 22 countries with maturities ranging from one to five years. The **Citigroup WGBI Index** is a market capitalization weighted bond index consisting of the government bond markets of the multiple countries. The **Citigroup WGBI ex US Index** is a market capitalization weighted bond index consisting of the government bond markets of the multiple countries, excluding the U.S. The **Citigroup 3-Month US Treasury Bill Index** performance is an average of the last 3-Month Treasury Bill issues.

The **NCREIF Property Index (NPI)** represents quarterly time series composite total rate of return measure of a very large pool of individual commercial real estate properties acquired in the private market. The index represents apartments, hotels, industrial properties, office buildings and retail properties which are at least 60% occupied and owned or controlled, at least in part by tax-exempt institutional investors or its designated agent. In addition these properties that are included must be investment grade, non-agricultural and income producing and all development projects are excluded. Constituents included in the NPI are valued at least quarterly, either internally or externally, using standard commercial real estate appraisal methodology. Each property must be independently appraised a minimum of once every three years. Please Note: the performance of this index lags by 1 quarter. The **NCREIF Timberland Index** is a quarterly time series composite return measure of investment performance of a large pool of individual timber properties acquired in the private market for investment purposes only.

The **Ibbotson Intermediate Government Bond Index** is measured using a one-bond portfolio with a maturity near 5 years. The **JPMorgan Emerging Markets Bond Index Plus (EMBI+)** Index tracks total returns for traded external debt instruments (external meaning foreign currency denominated fixed income) in the emerging markets. The **JPMorgan GBI Global ex-US Index** represents the total return performance of major non-U.S. bond markets.

The **HFR Funds of Funds Index (HFRi FOF)** is an equal weighted index designed to measure the performance of hedge fund of fund managers. The more than 800 multi-strategy constituents are required to have at least \$50 million in assets under management and a trading track record spanning at least 12 months. The index includes both on and offshore funds and all returns are reported in USD. **HFR Relative Value Index** tracks investment managers who maintain positions in which the investment thesis is predicated on realization of a valuation discrepancy in the relationship between multiple securities. Managers employ a variety of fundamental and quantitative techniques to establish investment theses, and security types range broadly across equity, fixed income, derivative or other security types. Fixed income strategies are typically quantitatively driven to measure the existing relationship between instruments and, in some cases, identify attractive positions in which the risk adjusted spread between these instruments represents an attractive opportunity for the investment manager. RV position may be involved in corporate transactions also, but as opposed to ED exposures, the investment thesis is predicated on realization of a pricing discrepancy between related securities, as opposed to the outcome of the corporate transaction. **HFRi Fund of Funds Conservative Index** is an equal-weighted index representing funds or funds that invest with multiple managers focused on consistent performance and lower volatility via absolute strategies. **HFRi ED: Merger Arbitrage** strategies which employ an investment process primarily focused on opportunities in equity and equity related instruments of companies which are currently engaged in a corporate transaction.

The **FTSE All-World ex US Index** comprises large and midcap stocks providing coverage of developed and emerging markets, excluding the U.S. The **FTSE NAREIT Developed Index** is a global market capitalization weighted index composed of listed real estate securities from developed market countries in North America, Europe, and Asia. The **FTSE NAREIT Developed ex US Index** is a global market capitalization weighted index composed of listed real estate securities from developed market countries in North America, Europe, and Asia, excluding the U.S. The **FTSE High Dividend Yield Index** comprises stocks that are characterized by higher than average dividend yields, and is based on the US component of the FTSE Global Equity Index Series (GEIS). The **FTSE NAREIT All REITS Index** is a market capitalization-weighted index that is designed to measure the performance of all tax-qualified Real Estate Investment Trusts (REITs) that are listed on the New York Stock Exchange, the American Stock Exchange, or the NASDAQ National Market List. The **FTSE NAREIT Equity REIT Index** is an unmanaged index reflecting performance of the U.S. real estate investment trust market.

The **Consumer Price Index (CPI)** is an inflationary indicator that measures the change in the cost of a fixed basket of products and services, including housing, electricity, food, and transportation. The CPI is published monthly. Please Note: the performance of this index lags by 1 month. The **Credit Suisse Leveraged Loan Index** is a market value-weighted index designed to represent the investable universe of the U.S. dollar-denominated leveraged loan market. The **Dow Jones (DJ) UBS Commodity Index** measures the performance of the commodities market. It consists of exchange-traded futures contracts on physical commodities that are selected to account for the economic significance and market liquidity of each commodity. The **DJ U.S. Total Stock Market Index** is an all-inclusive measure composed of all U.S. equity securities with readily available prices. The **DJ U.S. Completion Total Stock Market Index** is a subset of the DJ U.S. Total Stock Market Index that excludes components of the S&P 500. The **Dow Jones U.S. Weighted Real Estate Securities Index** is a float-adjusted market capitalization-weighted index of publicly traded real estate securities such as real estate investment trusts (REITs) and real estate operating companies (REOCs).

The **Dow Jones Target Date (Today, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055) Indices** were created to benchmark portfolios of stocks, bonds and cash. Each index is made up of composite indices representing these three asset classes. The asset class indices are weighted differently within each target date index depending on the time horizon. Each month, the allocations among the asset class indices are rebalanced to reflect an increasingly conservative asset mix.

The **Morningstar Lifetime Allocation Index** series consists of 13 Indices (Income, 2000, 2000S, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055) available in three risk profiles: aggressive, moderate, and conservative. The indices are built on asset allocation methodologies developed by Ibbotson Associates, a leader in asset allocation research and a Morningstar company since 2006. The indices provide pure asset-class exposure to global equities, global fixed-income, commodities, and Treasury Inflation-Protected Securities (TIPS) by using existing Morningstar indices as allocation building blocks. The portfolio allocations are held in proportions appropriate to the U.S. investor's number of years until retirement. The Conservative, Moderate and Aggressive risk profiles are for investors who are comfortable with below-average exposure to equity market volatility, investors who are comfortable with average exposure to equity market volatility and well-funded investors who are comfortable with above average exposure to equity market volatility, respectively.

These reports are not to be construed as an offer or the solicitation of an offer to buy or sell securities mentioned herein. Information contained in these reports are based on sources and data believed reliable. The information used to construct these reports was received via a variety of sources. These reports are for informational purposes only and are not intended to satisfy any compliance or regulatory conditions set forth by any governing body of the securities industry. These reports do not take the place of any brokerage statements, any fund company statements, or tax forms. You are urged to compare this report with the statement you receive from your custodian covering the same period. Differences in positions may occur due to reporting dates used and whether certain assets are not maintained by your custodian. There may also be differences in the investment values shown due to the use of differing valuation sources and methods. Past performance is no guarantee of future results. Investing involves risk, including risk of loss. Diversification does not ensure a profit or guarantee loss.

This evaluation report has been prepared for the exclusive use of a specific client and no part of it may be used by any investment manager without permission of that client and Clearstead. Evaluation of investment managers covers both quantitative and qualitative aspects. In addition to the investment performance evaluation, we monitor ownership structure, track key-employee information, and hold regular meetings with each investment management organization employed by our clients. The data presented in this report have been calculated on a time-weighted rate of return basis. All returns are net of investment advisory fees, but gross of Clearstead advisory fees and custodian fees, unless otherwise labeled. The deduction of Clearstead advisory fees and custodian fees would have the effect of decreasing the indicated investment performance. The performance data shown represent past performance. Past performance is not indicative of future results. Current performance data may be lower or higher than the performance data presented. Returns for periods longer than one year are annualized. Each number is independently rounded.

A current copy of Hartland & Co.'s ADV-Part 2 is available to all clients upon request.



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO APPROVE
CLEARSTEAD'S RECOMMENDATION TO REBALANCE THE
NON-ENDOWMENT LONG-TERM INVESTMENT POOL**

WHEREAS, the Investment Subcommittee of the Board of Trustees of Youngstown State University is responsible for identification of asset classes, strategic asset allocation, acceptable asset ranges above and below the strategic asset allocation, and selecting investment managers, pursuant to University policy 3356-3-10; and

WHEREAS, the Investment Subcommittee has consulted with the University's investment advisors and recommends rebalancing the Non-Endowment Long-Term Investment Pool.

NOW, THEREFORE, BE IT RESOLVED, that the Investment Subcommittee of the Board of Trustees of Youngstown State University does hereby approve the rebalance, attached hereto.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

PORTFOLIO RECOMMENDATIONS (ACTION)

YOUNGSTOWN STATE UNIVERSITY

AS OF JANUARY 31, 2022

| | TICKER | MARKET VALUE (CURRENT) | % OF PORTFOLIO | CHANGES | MARKET VALUE (POST CHANGES) | % OF PORTFOLIO | POLICY TARGET | POLICY RANGE | TACTICAL +/- |
|---|--------|------------------------|----------------|--------------|-----------------------------|----------------|---------------|----------------|--------------|
| Total Operating & Short Term | | \$20,212,390 | 100.0% | \$0 | \$20,212,390 | 100.0% | 100.0% | | |
| Operating Assets | | \$20,211,466 | 100.0% | | \$20,211,466 | 100.0% | | 60-100% | |
| JPMorgan MM / Fed Hermes Gov Ob | JTSXX | \$20,120,278 | 99.5% | | \$20,120,278 | 99.5% | | | |
| Star Plus* | - | \$0 | 0.0% | | \$0 | 0.0% | | | |
| Star Ohio* | - | \$91,188 | 0.5% | | \$91,188 | 0.5% | | | |
| Short-Term Assets | | \$924 | 0.0% | | \$924 | 0.0% | | 0-40% | |
| Vanguard Short-Term Federal Adm | VSGDX | \$924 | 0.0% | | \$924 | 0.0% | | | |
| Total Long Term Reserves Pool | | \$64,982,203 | 100.0% | \$0 | \$64,982,203 | 100.0% | 100.0% | | |
| Domestic Equity | | \$20,372,112 | 31.4% | | \$20,372,112 | 31.4% | 27.0% | 20-35% | |
| Large Cap | | \$13,637,463 | 21.0% | | \$13,637,463 | 21.0% | | | |
| Vanguard Instl Index | VINIX | \$13,637,463 | 21.0% | | \$13,637,463 | 21.0% | | | |
| Small/Mid Cap | | \$6,734,649 | 10.4% | | \$6,734,649 | 10.4% | | | |
| Vanguard Mid Cap Index Adm | VIMAX | \$3,431,234 | 5.3% | | \$3,431,234 | 5.3% | | | |
| Loomis Sayles Small Growth N2 | LSSNX | \$1,523,889 | 2.3% | | \$1,523,889 | 2.3% | | | |
| Victory Integrity Small Cap Value Y | VSVIX | \$1,779,526 | 2.7% | | \$1,779,526 | 2.7% | | | |
| International Equity | | \$5,679,860 | 8.7% | | \$5,679,860 | 8.7% | 8.0% | 0-15% | |
| William Blair International Growth I | BIGIX | \$2,647,761 | 4.1% | | \$2,647,761 | 4.1% | | | |
| Dodge & Cox International Stock | DODFX | \$3,032,098 | 4.7% | | \$3,032,098 | 4.7% | | | |
| Total Equity | | \$26,051,972 | 40.1% | | \$26,051,972 | 40.1% | 35.0% | 25-45% | |
| Alternatives | | \$7,019,133 | 10.8% | | \$7,511,500 | 11.6% | 15.0% | 0-20% | |
| JPMorgan Strategic Income Opps Fd | JSOSX | \$1,043,493 | 1.6% | -\$1,043,493 | \$0 | 0.0% | | | |
| Allspring Adv Absolute Return | WABIX | \$1,064,140 | 1.6% | -\$1,064,140 | \$0 | 0.0% | | | |
| H.I.G. Principal Lending Fund | - | \$0 | 0.0% | \$2,600,000 | \$2,600,000 | 4.0% | | | |
| Weatherlow Fund* | - | \$4,911,500 | 7.6% | | \$4,911,500 | 7.6% | | | |
| Fixed Income | | \$31,892,504 | 49.1% | | \$31,400,137 | 48.3% | 50.0% | 35-75% | |
| Short Term Fixed Income | | \$18,616,092 | 28.6% | | \$18,616,092 | 28.6% | 30.0% | 25-45% | |
| YSU Short Term Bond | - | \$12,066,972 | 18.6% | | \$12,066,972 | 18.6% | | | |
| Lord Abbett Short Duration | LLDYX | \$4,632,488 | 7.1% | | \$4,632,488 | 7.1% | | | |
| DFA Five-Year Global | DFGBX | \$1,916,632 | 2.9% | | \$1,916,632 | 2.9% | | | |
| Intermediate Fixed Income | | \$13,276,412 | 20.4% | | \$12,784,045 | 19.7% | 20.0% | 10-30% | |
| JPMorgan Core Bond Fund R6** | JCBUX | \$5,545,828 | 8.5% | -\$492,367 | \$5,053,461 | 7.8% | | | |
| YSU Intermediate Term Fixed | - | \$4,495,630 | 6.9% | | \$4,495,630 | 6.9% | | | |
| Prudential High Yield Bond R6 | PHYQX | \$3,234,954 | 5.0% | | \$3,234,954 | 5.0% | | | |
| Cash & Cash Equivalents | | \$18,593 | 0.0% | | \$18,593 | 0.0% | 0.0% | 0-5% | |
| Equity Account Cash | - | \$18,593 | 0.0% | | \$18,593 | 0.0% | | | |
| Total University Assets | | \$85,194,593 | | | \$85,194,593 | | | | |

SUMMARY OF RECOMMENDATIONS

- Invest \$2.6 million in the H.I.G. Principal Lending Fund, which will be invested over the next 12-15 months
- Fund new investment strategy from current liquid alternatives and core fixed income

*As of 12/31/2021



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO AMEND THE
YOUNGSTOWN STATE UNIVERSITY
NON-ENDOWMENT ASSET ALLOCATION GUIDELINES**

WHEREAS, the Investment Subcommittee of the Board of Trustees of Youngstown State University is responsible for developing sound and consistent asset allocation guidelines and setting forth an investment structure for managing the University's assets pursuant to University policy 3356-3-10; and

WHEREAS, the Investment Subcommittee has consulted with the University's Investment advisors and recommends edits to the Non-Endowment Asset Allocation Guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the Investment Subcommittee of the Board of Trustees of Youngstown State University does hereby approve the changes to the Non-Endowment Asset Allocation Guidelines, attached hereto.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

YOUNGSTOWN STATE UNIVERSITY
Asset Allocation and Other Investment Guidelines
Investment of Non-Endowment University Funds

ASSET ALLOCATION GUIDELINES

The Assets of the University are to be allocated between short-term assets and long-term assets. The Asset Allocation section of the Policy is specifically intended to address short-term assets and long-term assets as two distinct asset pools of the University's balance sheet assets.

The objectives that the University has established in conjunction with a comprehensive review of the current and projected financial requirements are as follows:

1. The strict adherence to the Ohio Revised Code and the authority granted under Ohio Revised Code §3345.05. Specifically:
 - a. ORC 3345.05 (C)(1): A minimum of 25% of the average amount of the University's investment portfolio over the course of the previous fiscal year must be invested in securities of the United States government or of its agencies or instrumentalities, the treasurer of state's pooled investment program, obligations of this state or any political subdivision of this state, certificates of deposit of any national bank located in this state, 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.
 - b. ORC 3345.05 (C)(2): Eligible funds above those that meet the conditions described in ORC 3345.05 (C)(1) may be pooled with other institutional funds and invested in accordance with section 1715.52 of the Revised Code.

The Operating and Short-Term Pool will be comprised of cash and short-term assets required for working capital, liquidity purposes, and other short-term needs. It is understood that assets classified as short-term are to be maintained primarily in cash and cash equivalents, and may also invest partially in short term fixed income (guidelines defined within), in order to meet the daily liquidity needs of the University. The asset allocation guidelines of the Operating and Short-Term Pool are outlined in the table below.

The Long-Term / Reserves Pool are investments with a time horizon in excess of one year. It is assumed that financial needs of the University ranging from one to five years will be maintained in fixed income investments. It is further assumed that any equity or alternative investments will have a time horizon greater than five years. As shown in the

table below, short-term and intermediate-term fixed income, alternative investments, and equity are classified as long-term assets.

Based on the investment objectives and risk tolerances stated in these guidelines, the following asset allocation strategy is considered appropriate for the University's investment Assets:

| Operating & Short Term Pool | | Allocation | |
|---|--------------------|-------------------|--------------------|
| Asset Class/Investment Strategy | Pool Target | Pool Range | Total Range |
| Total Cash/Operating Assets | n/a | 60-100% | |
| Total Short-Term Fixed Income | n.a | 0-40% | |
| | | | 0-50% |
| Long Term/Reserves Pool | | | |
| Total Domestic Equity | 27% | 20-35% | |
| Total International Equity | 8% | 0-15% | |
| Total Equity | 35% | 25-45% | |
| Total Alternatives | 15% | 0-20% | |
| Total Short-Term Fixed Income | 30% | 25-45% | |
| Total Intermediate-Term Fixed Income | 20% | 10-30% | |
| Cash | 0% | 0-5% | |
| | 100% | | 50-100% |

According to the University's Policy, the operating and short-term funds of the non-endowment funds are allocated to the Operating and Short-Term Pool of the asset allocation guidelines. Adequate balance of 60 to 100% of the pool will be invested in cash and cash equivalents in order to provide the University with liquidity to meet its operational needs. The Pool may also invest 0-40% in 1-3 year average maturity U.S. Government fixed income investments. The Operating and Short Term Pool should represent 0-50% of the total market value of the Investments. Although the actual percentage will fluctuate with market conditions, levels in excess of 50% will result in rebalancing the Investments to target levels. The Subcommittee will review the pool level allocations on a quarterly basis.

According to the University's Policy, funds with a longer time horizon are allocated to the Long-Term / Reserves Pool. This Pool will be comprised of short-term fixed income, intermediate-term fixed income, alternative investments, and equity.

Short-term fixed income should normally represent 30% of the total market value of the Pool. Although the actual percentage will fluctuate with market conditions, short-term fixed income levels in excess of 45% or below 25% will result in rebalancing the short-term fixed income component of the pool to its target level. The Subcommittee will review the short-term fixed income allocation on a quarterly basis.

Intermediate-term fixed income should normally represent 20% of the total market value of the pool. Although the actual percentage will fluctuate with market conditions, short-term fixed income levels in excess of 30% or below 10% will result in rebalancing the intermediate-term fixed income component of the pool to its fixed income target level. The Subcommittee will review the intermediate-term fixed income allocation on a

quarterly basis. Up to 10% of the fixed income investments in the Long Term Pool may be made in below investment grade debt (high yield).

The equity component should normally represent 35% of the total market value of the long-term pool. Although the actual percentage of equities will vary with market conditions, equity levels in excess of 45% or below 25% will result in rebalancing the equity component of the fund to its equity target level. The Subcommittee will review the equity allocation on a quarterly basis.

The alternative investments component should normally represent 15% of the total market value of the long-term pool. Although the actual percentage will vary with market conditions, levels in excess of 20% will result in rebalancing the alternatives component of the fund to its target level. The Subcommittee will review the alternative allocation on a quarterly basis.

Depending upon market conditions, the percentage allocation to each asset class may fluctuate within the above policy ranges. Such strategic allocations should be reviewed and approved by the Investment Subcommittee on an ongoing basis. In the event that the allocation to a certain investment Pool and asset class falls above or below the above established ranges, the Consultant should make a recommendation to the Investment Subcommittee to rebalance the portfolio.

Investment objectives and guidelines will be established for each separate account investment manager. Mutual funds are not subject to the Guidelines set forth below. As it relates to the selection and retention decisions regarding mutual funds, the stated Guidelines should be used as references.

CASH AND CASH EQUIVALENTS GUIDELINES

Such investments should be prudently diversified and would include:

- any instrument issued by, guaranteed by, or insured by the U.S. Government, agencies, or other full faith instruments;
- commercial paper issued by domestic corporations which is rated both "P-1" and "A-1" by Moody's and Standard & Poor's, respectively;
- certificates of deposit, bankers acceptances, or other such irrevocable primary obligations from a list of approved banks provided by the managers; and
- commingled, short-term cash reserve funds managed generally in accordance with the principles set forth above.

FIXED INCOME GUIDELINES

The objective of the fixed-income portion of the Assets shall be both to provide a secure, above-average stream of income (i.e., income in excess of U.S. Treasury Bill rates) and

to provide a relatively stable market value base. The following directions are intended to apply to all fixed-income investment managers:

- Within the Operating and Short Term Pool, non-cash investments are limited to U.S. government only fixed income securities with a 1 to 3 year average maturity and duration +/- 20% of the stated benchmark.
- Fixed-income investments may include U.S. and Non-U.S. issues of Government and Agency obligations, marketable corporate bonds, mortgage or asset-backed bonds, and preferred stocks with sinking funds as deemed prudent by the investment managers.
- Fixed income investments are to be prudently diversified by security type, with an emphasis toward avoiding concentrated positions in any one fixed income sector or security type.
- Fixed-income portfolio maturity, as measured by portfolio duration, should be in the range of 80% to 120% of the applicable benchmark.
- Below investment grade fixed income investments are permissible up to 10% of the total fixed income allocation; however, the total portfolio will seek an average weighted credit quality of "A" or better by Standard & Poor's
- No more than 5% of the fixed income investments, at market, shall be invested in securities of any one issuer, except Government and Agency obligations, without the Subcommittee's prior approval.
- Cash equivalent investments (maturities less than one year) are permitted, up to 10% of the total market value of the account, when the managers' investment policies discourage longer-term commitments. However, the Subcommittee must be consulted in the event that the manager chooses to increase its cash equivalent position beyond 10% of the assets under its supervision.
- Investment assets allocated to fixed income investment management firms and institutions shall be properly diversified so as to avoid over concentration with any one investment manager or institution.

EQUITY GUIDELINES

The objective of the equity portion of the Assets shall be to provide for potential growth of principal with a long-term time horizon. The use of both passively managed equity index strategies and actively managed mutual funds, collective trusts, separate accounts, and comingled funds are permitted. The following acceptable sub asset classes will serve as a guideline for equity investments:

- A. Large Cap Domestic - common stocks or equivalents listed on an established stock market (e.g., NYSE, AMEX, NASDAQ) and readily

- marketable with market capitalization generally exceeding \$5 billion. Non-marketable securities may not be purchased or held without prior approval from the Subcommittee. As used herein, “generally exceeding \$5 billion” means that greater than 67% of the value of the portfolio is invested in securities when the market capitalization of which exceeds \$5 billion.
- B. Small/Mid Cap Domestic - common stocks or equivalents listed on an established stock market (e.g., NYSE, AMEX, NASDAQ) and readily marketable with market capitalization generally exceeding \$500 million. Non-marketable securities may not be purchased or held without prior approval from the Subcommittee. As used herein, “generally exceeding \$500 million” means that greater than 67% of the value of the portfolio is invested in securities when the market capitalization of which exceeds \$500 million.
- C. International - common stocks or equivalents listed on an established stock market (e.g., NYSE, AMEX, NASDAQ, FTSE, NIKKEI, DAX) and readily marketable with market capitalization generally exceeding \$1 billion. Non-marketable securities may not be purchased or held without prior approval from the Subcommittee. As used herein, “generally exceeding \$1 billion” means that greater than 50% of the value of the portfolio is invested in securities when the market capitalization of which exceeds \$1 billion.

Equity Diversification

Each investment manager should diversify the portfolio in an attempt to minimize the impact of substantial losses in any specific industry or issue. Therefore, each equity account:

- May not invest more than approximately 5% of the account valued at cost in a given issuer, unless its prospective benchmark / index has greater than a 5% allocation to a specific issuer; In this case, the manager must not exceed an allocation 5% of the account higher than the index weighting
- May not invest more than approximately 10% of the account valued at market in a given issuer
- Large Cap, Mid Cap and Small Cap Domestic - Shall be broadly diversified by industry or sector groups and not represent over concentration relative to the mandate’s relevant benchmark. Additionally, domestic equity managers shall limit international-domiciled securities to 10% of their portfolio value, absent Subcommittee approval.
- International – Shall be broadly diversified by country, industry or sector groups and not represent over concentration relative to the mandate’s relevant benchmark; and limit emerging market exposure to 25% of total international exposure.
- Global – Shall be diversified between domestic and international equities and follow an investment strategy consistent with its mandate’s benchmark

that it is seeking to outperform; global equity managers may invest in both developed and developing markets and must ensure ample diversification across industry and sector groups.

ALTERNATIVE INVESTMENT GUIDELINES

Alternative investments are investments that are not included in the traditional assets of cash, equities, and fixed income. Alternative investments include categories such as hedge funds, private equity, private debt, real estate, commodities, tactical asset allocation strategies, etc.

The objective of the alternative investments shall be to promote diversification and provide risk-limiting characteristics with the goal of long-term return potential and lower overall portfolio volatility.

With the assistance of its investment consultant, it is the responsibility of the Subcommittee to conduct acceptable levels of due diligence on any investment categorized as an alternative investment. The due diligence process will include obtaining proper education on the risks and rewards of the alternative asset class, as well as the underlying risks and characteristics of the alternative investment vehicle. This due diligence process must be properly documented and retained.

Investments in private strategies, hedge funds and fund-of-funds, real estate, real assets, and commodities, among other types of alternative strategies, are permissible to the extent that they are established within the asset allocation guidelines. Alternative investments may be accessed through mutual funds, comingled funds, and partnerships, among other types of institutional investment vehicles that offer proper diversification and prudent risk levels.

PROHIBITED INVESTMENTS

The following categories of securities and strategies are not considered appropriate at the present time:

- Private Placements
- Unregistered or Restricted Stock
- Margin Trading/Short Sales
- Commodities, Commodity Contracts, Precious Metals, or Gems (excluding liquid mutual funds)
- Real Estate Property (excluding REITs and other comingled Real Estate strategies)
- Guaranteed Insurance Contracts
- Securities Lending; pledging or hypothecating securities

VOTING OF PROXIES AND TRADE EXECUTION

The investment manager shall vote proxies for separately managed accounts on behalf of the University. The Investment Subcommittee will vote all mutual fund proxies.

The Subcommittee expects the purchase and sale of its securities to be made in a manner designed to receive the combination of best price and execution.

RESPONSIBILITIES OF THE INVESTMENT MANAGERS FOR SEPARATELY MANAGED ACCOUNTS

The guidelines below are applicable to all investment managers that manage money for the University on a separate account basis. However, any mutual or commingled fund retained by the University will not be expected to adhere to these responsibilities.

Adherence to Policy Guidelines

The Assets are to be managed in accordance with the Policy guidelines herein or expressed by separate written instructions when deviation is deemed prudent and desirable. Written instructions amending this Policy document must be authorized by the Subcommittee and will be communicated through the University's Vice President for Finance and Administration or the investment consultant.

Discretionary Authority

The investment managers are expected to exercise complete investment discretion within the boundaries of the restrictions outlined in these guidelines. Such discretion includes decisions to buy, hold, or sell equity or fixed-income securities (including cash equivalents) in amounts and proportions reflective of each manager's current investment strategy.

Communication

The Subcommittee encourages, and the investment managers are responsible for, frequent and open communication with the Subcommittee and the investment consultant on all significant matters pertaining to the investment of the Assets. These communications would generally be addressed to the University's Vice President for Finance and Administration or investment consultant. In this manner, the Subcommittee expects to be advised of any major changes in investment outlook, investment strategy, asset allocation, portfolio structure, market value of the Assets, and other substantive matters affecting the Assets. The Subcommittee also expects to be informed of any significant changes in ownership, organizational structure, financial condition, and/or senior personnel staffing of the investment management organizations.

All investment managers will be required to meet with the University's Investment Subcommittee at the discretion of the Subcommittee.

The Subcommittee recognizes that the Policy requires periodic re-examination and, perhaps, revision if it is to continue to serve as a working document to encourage effective investment management. Whenever an investment manager believes that the Policy should be altered, it is the responsibility of the manager to initiate written communication with the Subcommittee.

Reporting

The Subcommittee expects each investment manager to forward, on a timely basis, quarterly reports containing portfolio activity, valuations at market, and quarterly strategy updates.

Compliance with Prudence and Diversification Measures

As fiduciaries, the investment managers are expected to diversify the portfolio to minimize the risk of large losses. The managers are expected to invest the Assets with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with such aims. Furthermore, the investment managers are expected to acknowledge in writing their intentions to comply with the Policy as it currently exists or as modified by the Subcommittee from time to time.

RESPONSIBILITIES OF THE INVESTMENT CONSULTANT

The investment consultant is responsible for providing information and analysis to assist the University with the following:

- reviewing asset allocation and investment strategy on an annual basis to determine if the current strategy meets the cash flow needs of the University and is maximizing the long-term total return of the Assets;
- reviewing all separately managed accounts to ensure that each investment manager is adhering to the issued Policy guidelines;
- communicating with all investment management organizations on a quarterly basis to determine portfolio composition and to ascertain information concerning organizational change. (Each portfolio is to be reviewed for style drift through portfolio holdings and returns-based style analysis. Additionally, each portfolio is to be reviewed for prohibited investments on an ongoing basis);
- providing a quarterly performance evaluation report and assessment of the University's Assets;
- monitoring the equity holdings of the total portfolio to determine if any one holding represents a percentage weighting that exceeds 10% of the total portfolio and alerting the Subcommittee when the portfolio violates this Policy;
- reviewing asset allocation on a quarterly basis to determine if the current levels are consistent with the asset allocation guidelines stated in this document;
- monitoring the performance of each investment manager retained by the University to determine if the investment product is out-performing the appropriate benchmark over rolling 3 and 5-year time periods; and

monitoring the performance of the total portfolio to determine if the collective investment strategy is outperforming the appropriate benchmarks over rolling 3 and 5-year time periods.

EVALUATION AND REVIEW

The objective of the evaluation and review process is to monitor the progress of the Assets in achieving the overall investment objectives. Performance will be measured and reviewed periodically by the Subcommittee and their consultants. Particular attention will be directed toward:

- determining whether the total funds are achieving their stated objectives;
- determining whether the investment managers are performing satisfactorily in relation to both the objectives set forth in this Policy, as a primary consideration, and to other investment organizations managing similar pools of capital and the recognized market indices;
- determining whether the investment managers are adhering to the guidelines set forth herein;
- the relative total portfolio return and volatility versus established benchmarks and peers;
- any issue involving the management of the investment assets;
- asset allocation structure in light of evolving markets, strategies, and fund requirements;
- reviewing benchmarks at least annually to determine appropriateness;
- determining whether the investment managers are adhering to their stated philosophy and style; and
- determining whether the overall policies and objectives continue to be appropriate, reasonable, and achievable.

REVIEW OF INVESTMENT RESULTS

On a regular basis, but not less than once annually, the Subcommittee will review actual progress of the funds versus the investment environment. The regular review will include:

- absolute market and total portfolio returns;
- relative total portfolio return and volatility versus established benchmarks and peers;

YOUNGSTOWN STATE UNIVERSITY
Asset Allocation and Other Investment Guidelines
Investment of Non-Endowment University Funds

ASSET ALLOCATION GUIDELINES

The Assets of the University are to be allocated between short-term assets and long-term assets. The Asset Allocation section of the Policy is specifically intended to address short-term assets and long-term assets as two distinct asset pools of the University's balance sheet assets.

The objectives that the University has established in conjunction with a comprehensive review of the current and projected financial requirements are as follows:

1. The strict adherence to the Ohio Revised Code and the authority granted under Ohio Revised Code §3345.05. Specifically:
 - a. ORC 3345.05 (C)(1): A minimum of 25% of the average amount of the University's investment portfolio over the course of the previous fiscal year must be invested in securities of the United States government or of its agencies or instrumentalities, the treasurer of state's pooled investment program, obligations of this state or any political subdivision of this state, certificates of deposit of any national bank located in this state, 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.
 - b. ORC 3345.05 (C)(2): Eligible funds above those that meet the conditions described in ORC 3345.05 (C)(1) may be pooled with other institutional funds and invested in accordance with section 1715.52 of the Revised Code.

The Operating and Short-Term Pool will be comprised of cash and short-term assets required for working capital, liquidity purposes, and other short-term needs. It is understood that assets classified as short-term are to be maintained primarily in cash and cash equivalents, and may also invest partially in short term fixed income (guidelines defined within), in order to meet the daily liquidity needs of the University. The asset allocation guidelines of the Operating and Short-Term Pool are outlined in the table below.

The Long-Term / Reserves Pool are investments with a time horizon in excess of one year. It is assumed that financial needs of the University ranging from one to five years will be maintained in fixed income investments. It is further assumed that any equity or alternative investments will have a time horizon greater than five years. As shown in the table below, short-term and intermediate-term fixed income, alternative investments, and equity are classified as long-term assets.

Based on the investment objectives and risk tolerances stated in these guidelines, the following asset allocation strategy is considered appropriate for the University's investment Assets:

| Operating & Short Term Pool | | Allocation | |
|---|--------------------|-------------------|----------------------------------|
| Asset Class/Investment Strategy | Pool Target | Pool Range | Total Range |
| Total Cash/Operating Assets | n/a | 60-100% | |
| Total Short-Term Fixed Income | n.a | 0-40% | |
| | | | 0-50% 25-50% |
| Long Term/Reserves Pool | | | |
| Total Domestic Equity | 27% | 20-35% | |
| Total International Equity | 8% | 0-15% | |
| Total Equity | 35% | 25-45% | |
| Total Alternatives | 15% | 0-20% | |
| Total Short-Term Fixed Income | 30% | 25-45% | |
| Total Intermediate-Term Fixed Income | 20% | 10-30% | |
| Cash | 0% | 0-5% | |
| | 100% | | 50-100% 50-75% |

According to the University's Policy, the operating and short term funds of the non-endowment funds are allocated to the Operating and Short-Term Pool of the asset allocation guidelines. Adequate balance of 60 to 100% of the pool will be invested in cash and cash equivalents in order to provide the University with liquidity to meet its operational needs. The Pool may also invest 0-40% in 1-3 year average maturity U.S. Government fixed income investments. The Operating and Short Term Pool should represent ~~0-50%~~ **no less than 25%** of the total market value of the Investments. Although the actual percentage will fluctuate with market conditions, levels in excess of 50% ~~or below 25%~~ will result in rebalancing the Investments to target levels. The Subcommittee will review the pool level allocations on a quarterly basis.

According to the University's Policy, funds with a longer time horizon are allocated to the Long-Term / Reserves Pool. This Pool will be comprised of short-term fixed income, intermediate-term fixed income, alternative investments, and equity.

Short-term fixed income should normally represent 30% of the total market value of the Pool. Although the actual percentage will fluctuate with market conditions, short-term fixed income levels in excess of 45% or below 25% will result in rebalancing the short-term fixed income component of the pool to its target level. The Subcommittee will review the short-term fixed income allocation on a quarterly basis.

Intermediate-term fixed income should normally represent 20% of the total market value of the pool. Although the actual percentage will fluctuate with market conditions, short-term fixed income levels in excess of 30% or below 10% will result in rebalancing the intermediate-term fixed income component of the pool to its fixed income target level. The Subcommittee will review the intermediate-term fixed income allocation on a quarterly basis. Up to 10% of the fixed income investments in the Long Term Pool may be made in below investment grade debt (high yield).

The equity component should normally represent 35% of the total market value of the long-term pool. Although the actual percentage of equities will vary with market conditions, equity levels in excess of 45% or below 25% will result in rebalancing the equity component of the fund to its equity target level. The Subcommittee will review the equity allocation on a quarterly basis.

The alternative investments component should normally represent 15% of the total market value of the long-term pool. Although the actual percentage will vary with market conditions, levels in excess of 20% will result in rebalancing the alternatives component of the fund to its target level. The Subcommittee will review the alternative allocation on a quarterly basis.

Depending upon market conditions, the percentage allocation to each asset class may fluctuate within the above policy ranges. Such strategic allocations should be reviewed and approved by the Investment Subcommittee on an ongoing basis. In the event that the allocation to a certain investment Pool and asset class falls above or below the above established ranges, the Consultant should make a recommendation to the Investment Subcommittee to rebalance the portfolio.

Investment objectives and guidelines will be established for each separate account investment manager. Mutual funds are not subject to the Guidelines set forth below. As it relates to the selection and retention decisions regarding mutual funds, the stated Guidelines should be used as references.

CASH AND CASH EQUIVALENTS GUIDELINES

Such investments should be prudently diversified and would include:

- any instrument issued by, guaranteed by, or insured by the U.S. Government, agencies, or other full faith instruments;
- commercial paper issued by domestic corporations which is rated both "P-1" and "A-1" by Moody's and Standard & Poor's, respectively;
- certificates of deposit, bankers acceptances, or other such irrevocable primary obligations from a list of approved banks provided by the managers; and
- commingled, short-term cash reserve funds managed generally in accordance with the principles set forth above.

FIXED INCOME GUIDELINES

The objective of the fixed-income portion of the Assets shall be both to provide a secure, above-average stream of income (i.e., income in excess of U.S. Treasury Bill rates) and to provide a relatively stable market value base. The following directions are intended to apply to all fixed-income investment managers:

- Within the Operating and Short Term Pool, non-cash investments are limited to U.S. government only fixed income securities with a 1 to 3 year average maturity and duration +/- 20% of the stated benchmark.
- Fixed-income investments may include U.S. and Non-U.S. issues of Government and Agency obligations, marketable corporate bonds, mortgage or asset-backed bonds, and preferred stocks with sinking funds as deemed prudent by the investment managers.
- Fixed income investments are to be prudently diversified by security type, with an emphasis toward avoiding concentrated positions in any one fixed income sector or security type.
- Fixed-income portfolio maturity, as measured by portfolio duration, should be in the range of 80% to 120% of the applicable benchmark.
- Below investment grade fixed income investments are permissible up to 10% of the total fixed income allocation; however, the total portfolio will seek an average weighted credit quality of “A~~A~~” or better by Standard & Poor’s
- No more than 5% of the fixed income investments, at market, shall be invested in securities of any one issuer, except Government and Agency obligations, without the Subcommittee's prior approval.
- Cash equivalent investments (maturities less than one year) are permitted, up to 10% of the total market value of the account, when the managers' investment policies discourage longer-term commitments. However, the Subcommittee must be consulted in the event that the manager chooses to increase its cash equivalent position beyond 10% of the assets under its supervision.
- Investment assets allocated to fixed income investment management firms and institutions shall be properly diversified so as to avoid over concentration with any one investment manager or institution.

EQUITY GUIDELINES

The objective of the equity portion of the Assets shall be to provide for potential growth of principal with a long term time horizon. The use of both passively managed equity index strategies and actively managed mutual funds, collective trusts, separate accounts, and comingled funds ~~are is~~-permitted. The following acceptable sub asset classes will serve as a guideline for equity investments:

- A. Large Cap Domestic - common stocks or equivalents listed on an established stock market (e.g., NYSE, AMEX, NASDAQ) and readily marketable with market capitalization generally exceeding \$5 billion. Non-marketable securities may not be purchased or held without prior approval from the Subcommittee. As used herein, “generally exceeding \$5 billion” means that greater than 67% of the value of the portfolio is invested in securities when the market capitalization of which exceeds \$5 billion.
- B. Small/Mid Cap Domestic - common stocks or equivalents listed on an established stock market (e.g., NYSE, AMEX, NASDAQ) and readily marketable with market capitalization generally exceeding \$500 million. Non-marketable securities may not be purchased or held without prior approval from the Subcommittee. As used herein, “generally exceeding \$500 million” means that greater than 67% of the value of the portfolio is invested in securities when the market capitalization of which exceeds \$500 million.
- C. International - common stocks or equivalents listed on an established stock market (e.g., NYSE, AMEX, NASDAQ, FTSE, NIKKEI, DAX) and readily marketable with market capitalization generally exceeding \$1 billion. Non-marketable securities may not be purchased or held without prior approval from the Subcommittee. As used herein, “generally exceeding \$1 billion” means that greater than 50% of the value of the portfolio is invested in securities when the market capitalization of which exceeds \$1 billion.

Equity Diversification

Each investment manager should diversify the portfolio in an attempt to minimize the impact of substantial losses in any specific industry or issue. Therefore, each equity account:

- May not invest more than approximately 5% of the account valued at cost in a given issuer, unless its prospective benchmark / index has greater than a 5% allocation to a specific issuer; In this case, the manager must not exceed an allocation 5% of the account higher than the index weighting
- May not invest more than approximately 10% of the account valued at market in a given issuer
- Large Cap, Mid Cap and Small Cap Domestic - Shall be broadly diversified by industry or sector groups and not represent over concentration relative to the mandate’s relevant benchmark. Additionally, domestic equity managers shall limit international-domiciled securities to 10% of their portfolio value, absent Subcommittee approval.

- International – Shall be broadly diversified by country, industry or sector groups and not represent over concentration relative to the mandate’s relevant benchmark; and limit emerging market exposure to 25% of total international exposure.
- Global – Shall be diversified between domestic and international equities and follow an investment strategy consistent with its mandate’s benchmark that it is seeking to outperform; global equity managers may invest in both developed and developing markets and must ensure ample diversification across industry and sector groups.

ALTERNATIVE INVESTMENT GUIDELINES

Alternative investments are investments that are not included in the traditional assets of cash, equities, and fixed income. Alternative investments include categories such as hedge funds, private equity, private debt, real estate, commodities, tactical asset allocation strategies, etc.

The objective of the alternative investments shall be to promote diversification and provide risk-limiting characteristics with the goal of long-term return potential and lower overall portfolio volatility.

With the assistance of its investment consultant, it is the responsibility of the Subcommittee to conduct acceptable levels of due diligence on any investment categorized as an alternative investment. The due diligence process will include obtaining proper education on the risks and rewards of the alternative asset class, as well as the underlying risks and characteristics of the alternative investment vehicle. This due diligence process must be properly documented and retained.

Investments in private strategies, hedge funds and fund-of-funds, real estate, real assets, and commodities, ~~tactical asset allocation, equity long/shorts, and absolute return among other types of alternative~~ strategies, are permissible to the extent that they are established within the asset allocation guidelines. Alternative and are investments may be accessed through mutual funds, comingled funds, and partnerships, among other types of institutional investment vehicles that offer proper diversification and prudent risk levels, as part of the underlying investment strategy of a well diversified, highly liquid mutual fund, whose shares are publicly traded on major U.S. exchanges.

~~Other alternative investment asset classes including but not limited to individual hedge funds and private strategies, such as private equity, venture capital and levered buyouts, are not permitted at this time.~~

PROHIBITED INVESTMENTS

The following categories of securities and strategies are not considered appropriate at the present time:

- Private Placements
- Unregistered or Restricted Stock
- Margin Trading/Short Sales
- Commodities, Commodity Contracts, Precious Metals, or Gems (excluding liquid mutual funds)
- Real Estate Property (excluding REITs [and other comingled Real Estate strategies](#))
- Guaranteed Insurance Contracts
- Securities Lending; pledging or hypothecating securities

VOTING OF PROXIES AND TRADE EXECUTION

The investment manager shall vote proxies for separately managed accounts on behalf of the University. The Investment Subcommittee will vote all mutual fund proxies.

The Subcommittee expects the purchase and sale of its securities to be made in a manner designed to receive the combination of best price and execution.

RESPONSIBILITIES OF THE INVESTMENT MANAGERS FOR SEPARATELY MANAGED ACCOUNTS

The guidelines below are applicable to all investment managers that manage money for the University on a separate account basis. However, any mutual or commingled fund retained by the University will not be expected to adhere to these responsibilities.

Adherence to Policy Guidelines

The Assets are to be managed in accordance with the Policy guidelines herein or expressed by separate written instructions when deviation is deemed prudent and desirable. Written instructions amending this Policy document must be authorized by the Subcommittee and will be communicated through the University's Vice President for Finance and Administration or the investment consultant.

Discretionary Authority

The investment managers are expected to exercise complete investment discretion within the boundaries of the restrictions outlined in these guidelines. Such discretion includes decisions to buy, hold, or sell equity or fixed-income securities (including cash equivalents) in amounts and proportions reflective of each manager's current investment strategy.

Communication

The Subcommittee encourages, and the investment managers are responsible for, frequent and open communication with the Subcommittee and the investment consultant on all significant matters pertaining to the investment of the Assets. These communications would generally be addressed to the University's Vice President for Finance and Administration or investment consultant. In this manner, the Subcommittee expects to be advised of any major changes in investment outlook, investment strategy, asset allocation, portfolio structure, market value of the Assets, and other substantive matters affecting the Assets. The Subcommittee also expects to be informed of any significant changes in

ownership, organizational structure, financial condition, and/or senior personnel staffing of the investment management organizations.

All investment managers will be required to meet with the University's Investment Subcommittee at the discretion of the Subcommittee.

The Subcommittee recognizes that the Policy requires periodic re-examination and, perhaps, revision if it is to continue to serve as a working document to encourage effective investment management. Whenever an investment manager believes that the Policy should be altered, it is the responsibility of the manager to initiate written communication with the Subcommittee.

Reporting

The Subcommittee expects each investment manager to forward, on a timely basis, quarterly reports containing portfolio activity, valuations at market, and quarterly strategy updates.

Compliance with Prudence and Diversification Measures

As fiduciaries, the investment managers are expected to diversify the portfolio to minimize the risk of large losses. The managers are expected to invest the Assets with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with such aims. Furthermore, the investment managers are expected to acknowledge in writing their intentions to comply with the Policy as it currently exists or as modified by the Subcommittee from time to time.

RESPONSIBILITIES OF THE INVESTMENT CONSULTANT

The investment consultant is responsible for providing information and analysis to assist the University with the following:

- reviewing asset allocation and investment strategy on an annual basis to determine if the current strategy meets the cash flow needs of the University and is maximizing the long-term total return of the Assets;
- reviewing all separately managed accounts to ensure that each investment manager is adhering to the issued Policy guidelines;
- communicating with all investment management organizations on a quarterly basis to determine portfolio composition and to ascertain information concerning organizational change. (Each portfolio is to be reviewed for style drift through portfolio holdings and returns-based style analysis. Additionally, each portfolio is to be reviewed for prohibited investments on an ongoing basis);
- providing a quarterly performance evaluation report and assessment of the University's Assets;

- monitoring the equity holdings of the total portfolio to determine if any one holding represents a percentage weighting that exceeds 10% of the total portfolio and alerting the Subcommittee when the portfolio violates this Policy;
- reviewing asset allocation on a quarterly basis to determine if the current levels are consistent with the asset allocation guidelines stated in this document;
- monitoring the performance of each investment manager retained by the University to determine if the investment product is out-performing the appropriate benchmark over rolling 3 and 5-year time periods; and

monitoring the performance of the total portfolio to determine if the collective investment strategy is outperforming the appropriate benchmarks over rolling 3 and 5-year time periods.

EVALUATION AND REVIEW

The objective of the evaluation and review process is to monitor the progress of the Assets in achieving the overall investment objectives. Performance will be measured and reviewed periodically by the Subcommittee and their consultants. Particular attention will be directed toward:

- determining whether the total funds are achieving their stated objectives;
- determining whether the investment managers are performing satisfactorily in relation to both the objectives set forth in this Policy, as a primary consideration, and to other investment organizations managing similar pools of capital and the recognized market indices;
- determining whether the investment managers are adhering to the guidelines set forth herein;
- the relative total portfolio return and volatility versus established benchmarks and peers;
- any issue involving the management of the investment assets;
- asset allocation structure in light of evolving markets, strategies, and fund requirements;
- reviewing benchmarks at least annually to determine appropriateness;
- determining whether the investment managers are adhering to their stated philosophy and style; and

- determining whether the overall policies and objectives continue to be appropriate, reasonable, and achievable.

REVIEW OF INVESTMENT RESULTS

On a regular basis, but not less than once annually, the Subcommittee will review actual progress of the funds versus the investment environment. The regular review will include:

- absolute market and total portfolio returns;
- relative total portfolio return and volatility versus established benchmarks and peers;
- asset allocation structure in light of evolving markets, strategies, and fund requirements;
- adherence to guidelines;
- individual manager performance versus established benchmarks and peers;
- the continuing appropriateness of this Policy; and
- any issue involving the management of the funds' assets.

The performance of each individual investment manager will be reviewed on a quarterly basis with appropriate benchmarks as agreed upon from time to time by the Investment Subcommittee.

Total Fund, Pool level, and asset class returns will be measured as follows:

Total Fund: Weighted average benchmark based on the asset allocation targets identified with these guidelines using the below referenced market indices.

Pool level: Weighted average benchmark based on the asset allocation targets identified with these guidelines using the below referenced market indices.

| <u>Asset Class</u> | <u>Benchmark</u> |
|---|---|
| Operating / Short Term Pool | |
| Cash | 91 Day T-Bill |
| Short Term Fixed Income | Barclay's Capital 1-3 Year Government Index |
| Long Term / Reserves Pool | |
| Domestic Equity | Russell 3000 Index |
| International Equity | MSCI EAFE Index |
| Intermediate Fixed Income | Barclay's Capital Intermediate Govt. / Credit Index |
| Short Term Fixed Income | Barclay's Capital 1-5 Year Govt. / Credit Index and Merrill Lynch 1-3 Year Govt./ Credit Index |

~~Alternative Investments~~ — ~~CPI + 3%~~
~~HFRI Fund-of-Funds Index~~
~~HFRI Equity Hedge Index~~
~~FTSE NAREIT Developed Index~~

| <u>Operating / Short Term Pool</u> | |
|------------------------------------|--|
| <u>Cash</u> | <u>90-Day U.S. T-Bill</u> |
| <u>Short Term Fixed Income</u> | <u>Bloomberg 1-3 Year Government Index / Bloomberg 1-5 Year Government Index</u> |
| <u>Long Term / Reserves Pool</u> | |
| <u>Domestic Equity</u> | <u>Russell 3000 Index</u> |
| <u>International Equity</u> | <u>MSCI EAFE Index, MSCI ACWI ex US Index</u> |
| <u>Global Equity</u> | <u>MSCI ACWI Index</u> |
| <u>Intermediate Fixed Income</u> | <u>Bloomberg Aggregate Index, Bloomberg Intermediate Govt./Credit Index</u> |
| <u>Short Term Fixed Income</u> | <u>ICE BofA 1-3 Year US Corp & Govt Index, Bloomberg 1-5 Year US Corp & Govt Index</u> |
| <u>Alternative Investments</u> | <u>CPI+3%, HFRI Fund-of-Funds Index, HFRI Equity Hedge Index, Other Applicable Alternative Benchmarks, FTSE NAREIT Developed Index</u> |
| <u>Cash</u> | <u>90-Day U.S. T-Bill</u> |

AUDIT RECOMMENDATIONS STATUS - FY2022 Q2

| Audit Recommendation Number / Name Audit Date Issued Risk Category Risk Level Division Original Deadline <i>Revised Deadline</i> Current Status | Summary of Recommendation | Summary of Response | Current Status Comment | Prior Status Comment |
|---|--|---|--|---|
| <p>2018-02-04 Risk Assessment And Monitoring Federal Grant Subrecipients</p> <p>Research Compliance Audit 2/11/19 research Moderate</p> <p>Academic Affairs 3/31/2020 <i>12/31/2021</i> CLOSED</p> | <p>Develop and implement procedures for subrecipient risk assessment and monitoring.</p> | <p>ORS and Grants Accounting are currently finalizing a formal sub-recipient risk assessment process based partially on the federal demonstration partnership best practices documentation. Of greater concern is the likelihood of sub-recipients failing to meet the terms and conditions of the sub award in a consistent and timely manner. Therefore, much of the focus of this issue will be on development of clear assessment protocols.</p> | <p>Tool has been created and implemented to address this recommendation. IA obtained and reviewed November 2021 Risk Assessment Document. IA believes corrective action has been implemented. Recommendation closed FY 2022 - quarter 2.</p> | <p>Final resolution has been delayed due to staffing shortages and COVID-19. Completion timeline contingent on staffing and remote work considerations. Temporary measures are in place to strengthen oversight until implementation completed.</p> |
| <p>2018-02-05 Principal Investigator Communication And Training</p> <p>Research Compliance Audit 2/11/19 research Moderate</p> <p>Academic Affairs 1/31/2020 <i>12/31/2022</i> DEADLINE REVISED</p> | <p>Develop formal, ongoing periodic training for PI's and potential PI's that is aligned with funding agency guidelines. Ensure required trainings are monitored for completion.</p> | <p>Management believes that the audit items can be substantially addressed as a result of the hiring a new Director of Research, Compliance and Initiatives (Dr. Van slambrouck) and the implementation of an ERA system. Pertinent tasks planned include: 1) Develop training materials on the use of the ERA software and establish procedures for proposal development and submission, consistent with relevant requirements. 2) Develop training videos which meet the scheduling needs of faculty, staff and students. 3) Develop a recordkeeping process within the ERA software for monitoring training.</p> | <p>ERA Sysytem training has been primary focus. Additionally, advancements made on ORS website to include training materials for specific areas. This is an ongoing task that will extend well into FY 22 and future years.</p> | <p>ERA system training has been the focus. This has been conducted in conjunction with roll-out of new system in module format. This is an ongoing task that will extend well into FY 22 and future years.</p> |
| <p>2018-02-10 Pre-Approval Of Travel Expenses Charged To Grants</p> <p>Research Compliance Audit 2/11/19 Financial Low</p> <p>Finance and Business Operations 1/1/2020 <i>6/30/2022</i> DEADLINE REVISED</p> | <p>Include Grants Accounting in the Concur automated approval workflow routing for expenses charged to grant funds.</p> | <p>Grants Accounting understands the desire to automate workflow approvals in Concur rather than relying on manual routing. We are exploring the use of automated workflows for travel reimbursements in Concur.</p> | <p>Position was vacant for extended period. New staff in place. This matter is being researched and analyzed to determine appropriate corrective actions.</p> | <p>Procurement position vacancies and COVID implications continue to delay progress. Target dates contingent on staffing and remote work.</p> |

| Audit Recommendation Number / Name Audit Date Issued Risk Category Risk Level Division Original Deadline <i>Revised Deadline</i> Current Status | Summary of Recommendation | Summary of Response | Current Status Comment | Prior Status Comment |
|--|---|---|---|---|
| 2018-02-11 Electronic Research Administration System Research Compliance Audit 2/11/19 research Low 7/31/2020 <i>6/30/2022</i> DEADLINE REVISED | Develop a formal implementation plan for the ERA system software to enable appropriate oversight and management of the project. | A viable ERA system was identified and purchased. However, the vendor went out of business, rendering the selected platform impractical. The Office of Research has begun the process of evaluating alternative systems and a potential ERA system has been identified. The procurement of the system is expected in 1st quarter 2020 and implementation will follow. | System has been purchased and is being utilized by a limited number of users. There are still some issues that are being addressed. Wide distribution delayed while known issues are addressed. | System has been purchased and is being utilized by a limited number of users. There are still some issues that are being addressed. Wide distribution delayed while known issues are addressed. |
| 2020-01-01 Policies And Procedures Student Organizations Audit 02/17/20 Financial Low Student Experience 8/31/2020 <i>6/30/2022</i> PENDING CLOSE | Update policies to address financial management requirements including tax status, accounting concepts, record keeping, contract requirements, funding mechanisms and procedures, disbursement controls, agency account and off-campus cash accounts. | Policies will be developed in this area. | Policies have been drafted and were introduced at the Student Leadership Retreat on Friday, January 7. | New staff in place in this area. Significant progress delayed due to focus on Collin's Law, anti-hazing requirements. |
| 2020-01-02 Training Oversight Student Organizations Audit 02/17/20 Academic Affairs Low Student Experience 8/31/2020 <i>6/30/2022</i> ON SCHEDULE | Improve student organization training and oversight of training compliance. | Will review and update training delivery methods and subject matter as well as monitoring compliance with training requirements. | Procedures have been developed and will be Implemented with the Student Leadership Retreat on Friday, January 7. Monitoring processes effective Spring semester 2022. | New staff in place in this area. Significant progress delayed due to focus on Collin's Law, anti-hazing requirements. |
| 2020-01-03 Activity Management Student Organizations Audit 02/17/20 Academic Affairs Low Student Experience 8/31/2020 <i>6/30/2022</i> PENDING CLOSE | Review and update policies, clarify roles and responsibilities and reinforce training related to use of campus space. | Will review and update policies regarding use of space and provide updates to students, advisors and reservationists. | Website has been updated and new policies presented at Student Leadership Retreat on Friday, January 7. | New staff in place in this area. Significant progress delayed due to focus on Collin's Law, anti-hazing requirements. |

| Audit Recommendation Number / Name Audit Date Issued Risk Category Risk Level Division Original Deadline <i>Revised Deadline</i> Current Status | Summary of Recommendation | Summary of Response | Current Status Comment | Prior Status Comment |
|--|---|---|--|---|
| 2020-01-04 Travel Management Student Organizations Audit 02/17/20 Academic Affairs Low Student Experience 8/31/2020 <i>6/30/2022</i> ON SCHEDULE | Clarify roles and responsibilities, reinforce training and modify record retention with regard to student organization travel. | Will clarify roles, enhance training and retain student travel records for three years. | Procedures have been updated and department staff trained on these requirements. However, additional follow-up taking place to ensure best practices and consistency. | New staff in place in this area. Significant progress delayed due to focus on Collin's Law, anti-hazing requirements. |
| 2020-01-05 Cash Account Signers And Cash Handling Student Organizations Audit 02/17/20 Financial Low Student Experience 8/31/2020 <i>8/31/2022</i> ON SCHEDULE | Clarify roles and responsibilities and monitor compliance with policies related to cash account signers. | Working to bring all organizations into compliance. Will communicate with advisors regarding this policy. Also additional training and policy development in this area. Will develop component of annual registration to document compliance with account signatory policies. | Information has been added to the advisor appointment letter and is included in newly developed financial policy. Student Involvement Coordinator working to incorporate financial account review and signature authority verification into organization reregistration processes for 2022-23. | New staff in place in this area. Significant progress delayed due to focus on Collin's Law, anti-hazing requirements. |
| 2021-01-03 Monitoring Compliance With YSU Policies Rich Center 9/30/20 human resources Moderate Academic Affairs 7/31/2021 <i>6/30/2022</i> DEADLINE REVISED | Enhance compliance with YSU policies via training processes and review and approval of Rich Center specific policies and procedures. | Rich Center Autism (RCA) administration will review current policies and procedures, identify deficiencies and seek YSU BOT approval for Rich Center specific policies and procedures. | Draft documents have been submitted to IA and HR. Pending consultation and approval by HR. | Draft documents have been submitted to IA and HR. Pending consultation and approval by HR.. |
| 2021-01-04 Affiliated Organization Policy - Friends Of Rich Center Rich Center 9/30/20 N/A University Relations 6/30/2022 CLOSED | Educate and inform as to relationship between University, Rich Center and Friends. Execute a Memorandum of Agreement (MOA) to guide relationship between these parties. Ensure alignment with Affiliated Organization Policies. | RCA Administration will advocate for MOA between Friends and YSU which aligns with Affiliated Organization Policy. | Revised agreements have been finalized. | Draft documents have been prepared and are being reviewed by YSU, Rich Center and Friends. |

| Audit Recommendation Number / Name Audit Date Issued Risk Category Risk Level Division Original Deadline <i>Revised Deadline</i> Current Status | Summary of Recommendation | Summary of Response | Current Status Comment | Prior Status Comment |
|--|---|--|---|--|
| 2021-01-05 Fiscal Practices And External Reporting Friends Of Rich Center Rich Center 9/30/20 N/A University Relations 6/30/2022 ON SCHEDULE | Develop policies and procedures and train staff in order to enhance fiscal practices and external reporting of Rich Center. | Procedures will be developed to address fiscal and reporting matters. | | |
| 2021-Adv-03 Noncompliance In Purchasing Contracts Enhanced Training Advisory-Purchasing Contracts 4/19/2021 Financial Moderate Finance and Business Operations 12/31/2021 CLOSED | The stated mission of Procurement Services is to provide assistance for the purchase and payment of quality goods and services at competitive costs in accordance with University guidelines and applicable laws. In this case, there were numerous indications that a key user managing a significant contract needed assistance with the process. Procurement Services should evaluate user knowledge and conduct consultations and training when circumstances warrant. Procurement services should also consider the need for new employee training in this area (particularly at the supervisory level) and refresher training for key employees involved in non-routine transactions. | Training opportunities, including eCUBE training are communicated to new employees when they are given access as a new user to Banner Finance. It is up to the employee to schedule training, the training is not mandated. Additionally, Procurement Services is in process of evaluating all aspects of training including content, frequency of availability, and delivery methods. | Training modules have been completed and are available for registration via Penguin Portal. Comment closed 2/14/2022. | This project underway. Timing contingent on priorities and availability of resources for video recordings. |
| 2021-02-04 Restricted Giving Within University And Affiliated Organizations Donor Restricted Funds 7/29/2021 Financial Low Finance and Business Operations 7/31/2022 NEW | Current procedures and communication mechanisms need to be reassessed and evaluated in order to ensure that individuals throughout the university have the training and necessary information to administer restricted giving, use of restricted funds and relationships with donors in an effective and efficient manner. | Work group has been convened. This group will include representatives from University and Foundation. The group will assess and evaluate training, communication and adherence to procedures for the purpose of ensuring continued effectiveness, improving efficiency and establishing best practices. | | |
| 2022-Adv-01 Noncompliance In Travel Policy Updates Advisory- travel 1/15/2022 Financial Moderate Finance and Business Operations 12/31/2022 NEW | Management should review travel guidelines and consider the need to update these guidelines to provide specific direction to employees regarding University travel and related use of affinity programs. | TBD | | |

| Audit Recommendation Number / Name Audit Date Issued Risk Category Risk Level Division Original Deadline <i>Revised Deadline</i> Current Status | Summary of Recommendation | Summary of Response | Current Status Comment | Prior Status Comment |
|---|--|---|------------------------|----------------------|
| 2022-Adv-02 Noncompliance In Travel Employee Training Advisory- travel 1/15/2022 Financial Low Finance and Business Operations 12/31/2022 NEW | Management should ensure that faculty and staff are adequately trained regarding travel guidelines. | TBD | | |
| 2022-Adv-03 Noncompliance In Travel - Employee Discipline Advisory-travel 1/15/2022 human resources Low 2/28/2022 CLOSED | Management should evaluate this particular scenario in order to determine if employee should be subjected to disciplinary action related to alteration of travel expense documentation. | Employee discipline has been completed. | | |
| 2022-Adv-04 Police - Outside Employment Advisory-Police 1/15/2022 Risk & Safety Moderate 8/31/2022 NEW | YSU Police staff should be trained regarding proper disclosure of outside employment arrangements and relevant Board policies which prohibit use of YSU equipment (uniforms) when conducting outside employment. | TBD | | |

YSU Anonymous Reporting Hotline
Aggregated Statistics
Fiscal Year 2022 Quarter 3
As of 2/14/2022

| Hotline Activity | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Fiscal Year To Date Total |
|------------------|-----------|-----------|-----------|-----------|---------------------------|
|------------------|-----------|-----------|-----------|-----------|---------------------------|

| | | | | | |
|-------------------------|---|---|---|--|---|
| Reports received | 1 | 2 | 2 | | 5 |
|-------------------------|---|---|---|--|---|

| Closed | | | | | |
|--|---|---|---|--|---|
| Unsubstantiated/insufficient information | - | - | | | - |
| Process enhancements noted | - | | | | - |
| Investigation | 1 | | 1 | | 2 |
| Referred | - | 1 | 1 | | 2 |
| Total Closed | 1 | 1 | | | 2 |

| | | | | | |
|------------------------------------|---|---|---|--|--|
| Under review at quarter end | 0 | 1 | 0 | | |
|------------------------------------|---|---|---|--|--|

| Reporting Method | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Fiscal Year To Date Total |
|---------------------|-----------|-----------|-----------|-----------|---------------------------|
| Ethicspoint Phone | - | 0 | 2 | | 2 |
| Ethicspoint Website | 1 | 2 | 0 | | 3 |
| Total: | 1 | 2 | 2 | | 5 |

| Reporter Anonymity | Quarter 1 | Quarter 2 | Quarter 3 | Quarter 4 | Fiscal Year To Date Total |
|--------------------|-----------|-----------|-----------|-----------|---------------------------|
| Anonymous | 1 | 2 | 1 | | 4 |
| Not anonymous | - | | 1 | | - |
| Total: | 1 | 2 | 2 | | 5 |

Youngstown State University

Mahoning County

Agreed-upon Procedures Report

June 30, 2021

OHIO AUDITOR OF STATE
KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPAReport@ohioauditor.gov
(800) 282-0370

Board of Trustees
Youngstown State University
One University Plaza
Youngstown, Ohio 44555

We have reviewed the *Independent Accountant's Report on Applying Agreed-Upon Procedures* of the Youngstown State University NCAA Report, Mahoning County, prepared by Plante & Moran, PLLC, for the period July 1, 2020 through June 30, 2021. Based upon this review, we have accepted this report in lieu of the audit required by Section 117.11, Revised Code.

Our review was made in reference to the applicable sections of legislative criteria, as reflected by the Ohio Constitution, and the Revised Code, policies, procedures and guidelines of the Auditor of State, regulations and grant requirements. The Youngstown State University is responsible for compliance with these laws and regulations.

A handwritten signature in black ink that reads "Keith Faber".

Keith Faber
Auditor of State
Columbus, Ohio

December 29, 2021

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| | |
|---|-------|
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| Intercollegiate Athletics Program Statement of Revenues and Expenses | 15 |
| Notes to Intercollegiate Athletics Program Statement of Revenues and Expenses | 16-17 |

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**Independent Accountant's Report
on Applying Agreed-upon Procedures**

To James P. Tressel, President
Youngstown State University

We have performed the procedures enumerated below on Youngstown State University's (the "Institution") Intercollegiate Athletics Program Statement of Revenues and Expenses (the "Statement") under National Collegiate Athletic Association (NCAA) Bylaw 3.2.4.17 for the year ended June 30, 2021. The Institution's management is responsible for the Institution's Intercollegiate Athletics Program Statement of Revenues and Expenses under NCAA Bylaw 3.2.4.17 for Division I.

The Institution has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of performing testing on certain intercollegiate athletics activity. Additionally, the required agreed-upon procedures are prescribed by the NCAA annually through published instructions, which is deemed as acknowledgement that the procedures performed are appropriate for their purposes. The procedures below are specified in the NCAA's 2021 Agreed-upon Procedures instructions. No other parties have agreed to and acknowledged the appropriateness of the procedures. This report may not be suitable for any other purpose. The procedures performed may not address all items of interest to a user of this report and may not meet the needs of all users of this report; as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. We make no representation regarding the sufficiency of procedures, either for the purpose intended or for any other purpose.

An agreed-upon procedures engagement involves performing specific procedures that the engaging party has agreed to and acknowledged to be appropriate for the intended purpose of the engagement and reporting on findings based on the procedures performed. As agreed to by the Institution, for purposes of performing these procedures, exceptions are reported in accordance with the NCAA's 2021 Agreed-upon Procedures instructions.

Agreed-upon Procedures Related to the Intercollegiate Athletics Program Statement of Revenues and Expenses

The procedures that we performed and our results are as follows:

Internal Control Structure

A. Related to the Institution's internal control structure:

- 1) We met with the Institution's VP of finance to identify areas of significant interest and specific agreed-upon procedures related to both internal controls and other specified areas. This discussion did not identify any areas of significant interest or any other agreed-upon procedures.

To James P. Tressel, President
 Youngstown State University

We met with the director of intercollegiate athletics and inquired about the general control environment over intercollegiate athletic finances, the level of control consciousness in the Institution, the competence of personnel, and the protection of records and equipment.

- 2) We obtained the audited financial statements for the year ended June 30, 2021 and any additional reports regarding internal controls, if the Institution was audited independent of these agreed-upon procedures, and any corrective action taken in response to comments concerning the internal control structure.
- 3) We obtained any documentation of the accounting systems and procedures unique to the intercollegiate athletics department.
- 4) Cash disbursements, cash receipts, and athletic employee payroll are addressed in connection with the audit of the Institution's financial statements. The following control environment and accounting systems are (a) unique to intercollegiate athletics and (b) have not been addressed in connection with the audit of the Institution's financial statements. We performed the following procedure:
 - i. We selected one game and tested the ticket collection receipting process by comparing the total receipts for the game to the reconciliation and documentation of the related cash deposit amount with the bank.

Result: We noted no exceptions. We selected one football game during the year and agreed the total receipts for the event, as documented by the Institution's ticket reconciliation procedures, to deposit slips of the related cash deposit amount. Since there were no gate sales for the game, we selected a week of cash deposits made by the Institution's box office and tied general ledger activity to bank statements in order to verify the cash deposit process.

The ticket cash receipt amounts for the transactions were as follows:

| Event Date | Sporting Event | Ticket Sales Amount | Deposit Amount | Deposit Date |
|------------|---|---------------------|----------------|--------------|
| 3/6/2021 | Football vs. Southern Illinois University | \$ 13,936 | \$ 13,936 | 3/6/2021 |

| Date of Revenue | Amount | Deposit Amount | Deposit Date |
|-----------------|--------|----------------|-----------------------|
| 2/1/2021 | \$ 960 | \$ 960 | 2/2/2021 |
| 2/2/2021 | 820 | 820 | 2/4/2021 |
| 2/3/2021 | 240 | 240 | 2/5/2021 |
| 2/4/2021 | 3,000 | 3,000 | 2/5/2021 and 2/8/2021 |
| 2/5/2021 | 600 | 600 | 2/8/2021 |

To James P. Tressel, President
 Youngstown State University

NCAA Reporting

B. **Procedure:** We obtained the information submitted to the NCAA, including the financial data detailing operating revenues, expenses, and capital related to the Institution's intercollegiate athletics program that was submitted to the NCAA, and agreed the amounts to the Statement included in the agreed-upon procedures for the reporting period.

Result: We noted no discrepancies.

C. **Procedure for Grants-in-Aid:** We agreed the sports sponsored reported in the NCAA Membership Financial Reporting System to the Calculation of Revenue Distribution Equivalencies Report (CRDE) from Compliance Assistant (CA) or equivalent supporting equivalency calculations from the Institution. The NCAA Membership Financial Reporting System populates the sports from the NCAA Sports Sponsorship and Demographics Form as they are reported by the Institution between May and August. We compared current year Grants-in-Aid revenue distribution equivalencies to prior year reported equivalencies per the Membership Financial Report submission. We inquired and documented an explanation for any variance greater than +/- 4% in the results.

| Grants-in-Aid | 2020-2021 | 2019-2020 | % Change | Explanation of Variance per Management |
|-----------------------------|-----------|-----------|----------|--|
| | Total | Total | | |
| Baseball | 12.16 | 11.47 | 6.02% | The Institution offered more aid during the year. |
| Men's Golf | 5.24 | 4.68 | 11.97% | The Institution offered more aid during the year. |
| Men's Swimming and Diving | 5.62 | 1.57 | 257.96% | The Institution offered more aid during the year; second year sport was offered. |
| Men's Tennis | 4.46 | 4.08 | 9.31% | The Institution offered more aid during the year. |
| Men's Track, Outdoor | 15.26 | 13.01 | 17.29% | The Institution offered more aid during the year. |
| Women's Golf | 5.99 | 5.15 | 16.31% | The Institution offered more aid during the year. |
| Women's Lacrosse | 3.17 | - | 100.00% | 2020-2021 was the first year for the sport. |
| Softball | 11.70 | 10.65 | 9.86% | The Institution offered more aid during the year. |
| Women's Soccer | 11.38 | 10.84 | 4.98% | The Institution offered more aid during the year. |
| Women's Swimming and Diving | 10.21 | 9.63 | 6.02% | The Institution offered more aid during the year. |
| Women's Tennis | 7.70 | 6.28 | 22.61% | The Institution offered more aid during the year. |
| Women's Track, Outdoor | 19.67 | 17.69 | 11.19% | The Institution offered more aid during the year. |
| Women's Volleyball | 7.82 | 9.51 | (17.77%) | The per student-athlete equivalency decreased during the year. |

Result: We noted the Membership Financial Reporting System information provided by management was in draft form, and management represented there would be no changes to the final submission. With the draft provided by management, we noted no discrepancies.

D. **Procedure for Sports Sponsorship:** We obtained the Institution's Sports Sponsorship and Demographics Form report for the reporting year between May and August. We validated that the countable sports reported by the Institution meet the minimum requirements set forth in Bylaw 20.9.6.3 related to the number of contests and the number of participants in each contest that is counted toward meeting the minimum contest requirement. We compared current year number of sports sponsored to prior year reported total per the Membership Financial Report submission. We inquired and documented an explanation for any variance in the results.

To James P. Tressel, President
Youngstown State University

Result: We noted the Membership Financial Reporting System information provided by management was in draft form, and management represented there would be no changes to the final submission. With the draft provided by management, we noted no discrepancies. With the final draft provided by management, we noted several sports did not meet the minimum contest requirements due to the inability to hold contests because of the COVID-19 pandemic. Management represented that the NCAA has waived these requirements for the year. We also noted one change in sports sponsored during fiscal year 2021, which was the addition of women's lacrosse as a new sport. No other discrepancies were noted.

- E. **Procedure for Pell Grants:** We agreed the total number of Division I student-athletes who, during the academic year, received a Pell Grant award (e.g., Pell Grant recipients on full athletic aid, Pell Grant recipients on partial athletic aid, and Pell Grant recipients with no athletic aid) and the total dollar amount of these Pell Grants reported in the NCAA Membership Financial Reporting System to a report, generated out of the Institution's financial aid records, of all student-athlete Pell Grants. We compared current year Pell Grants total to prior year reported total per the Membership Financial Report submission. We inquired and documented an explanation for any variance greater than +/- 20 grants in the results.

Result: We noted the Membership Financial Reporting System information provided by management was in draft form, and management represented there would be no changes to the final submission. The total number of Pell Grants in 2020 and 2021 were 116 and 126, respectively. We agreed the total number of student-athletes who received a Pell Grant award during the academic year and the total dollar amount of the Pell Grants to be reported in the NCAA Membership Financial Reporting System to the reports generated from the Institution's financial aid records and noted no discrepancies.

Notes, Disclosures, and Other Procedures

- F. **Athletics-Related Capital Assets and Expenditures Procedure:** We obtained the Institution's policies and procedures for acquiring, approving, depreciating, and disposing of intercollegiate athletics-related assets, as described in Note 2. We obtained a schedule of athletics-related capital expenditures made by athletics, the Institution, and affiliated organizations during the period. We agreed the schedule to the Institution's general ledger. We selected a sample of one transaction to validate existence of transaction and accuracy of recording and recalculated totals.

Result: We selected the 2021 John Deere Gator addition for \$16,574.44 and agreed it to the purchase order and the invoice dated 3/29/2021. We agreed total institutional property, plant, and equipment to the Institution's audited financial statements. We noted no exceptions.

- G. **Athletics-Related and Total Institutional Debt Procedure:** We obtained repayment schedules for all outstanding intercollegiate athletics-related debt maintained by the Institution during the reporting period. We recalculated annual maturities (consisting of principal and interest) provided in the schedules obtained and agreed the total annual maturities to supporting documentation and the Institution's general ledger, as applicable. The repayment schedule is disclosed in Note 3. We agreed the total outstanding athletics-related debt and total institutional debt to supporting documentation and the Institution's audited financial statements, if available, or the Institution's general ledger.

To James P. Tressel, President
Youngstown State University

Result: We agreed all outstanding intercollegiate debt to the repayment schedule in Note 3. We agreed total institutional debt to the Institution's audited financial statements. We noted no exceptions.

H. **Excess Transfers to Institution and Conference Realignment Expenses Procedure:** We requested the general ledger detail and would have compared the total expenses reported for excess transfers to the Institution and conference realignment expenses for a sample of one transaction if applicable.

Result: Management represented that this step is not applicable, as there were no excess transfers to the Institution or conference realignment expenses during the reporting period. We noted no exceptions.

I. **Procedure:** Changes in loan, endowment, or plant funds related to intercollegiate athletics shall not be included in the Statement.

1) We obtained and disclosed significant additions to restricted funds related to intercollegiate athletics, as well as significant changes to endowment and plant funds. Significant is defined as exceeding 10 percent of total revenues or expenses in the Statement.

2) We obtained and disclosed the value of endowments at the fiscal year-end that are dedicated to the sole support of athletics. We agreed the fair market value of the schedule to supporting documentation, the general ledger and the audited financial statements, if available. We agreed the total fair market value of athletics dedicated endowments and institutional endowments to supporting documentation, the Institution's general ledger and/or audited financial statements, if available.

3) We obtained and disclosed the value of all pledges at the fiscal year-end that support athletics.

4) We obtained and disclosed the athletics department fiscal year-end fund balance.

Result: We disclosed significant additions to contributions in Note 1 and all other items in Note 4.

Intercollegiate Athletics Program Statement of Revenues and Expenses

J. **Procedure:** We obtained the Statement for the reporting period, prepared by management, and agreed all amounts back to the Institution's general ledger.

Result: We noted no exceptions.

K. **Procedure:** We agreed each revenue and expense amount from the Statement to prior year amounts and budget estimates. We compared each revenue and expense account over 10% of total revenues and expenses, respectively, to prior period amounts and budget estimates. We obtained and documented any variations exceeding 10% of total revenues or expenses.

Result: There were no variances that met the thresholds for required disclosure.

To James P. Tressel, President
Youngstown State University

- L. **Procedure:** We performed additional procedures on the following revenue and expense categories unless the specific reporting category was less than 4% of total revenues or expenses.

Result: See procedures below.

Revenues

- M. **Procedure:** We agreed each revenue category reported in the Statement during the reporting period to supporting schedules provided by the Institution.

Result: The supporting schedules provided by the Institution agreed to the Statement without exception.

- 1) **Ticket Sales Procedure:** Ticket sales were less than 4% of total revenues, so additional procedures were not performed.
- 2) **Student Fees Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.
- 3) **Direct State or Other Governmental Support Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.
- 4) **Direct Institutional Support Procedure:** We agreed a sample of one direct institutional support recorded by the Institution during the reporting period with the institutional supporting budget transfers documentation and other corroborative supporting documentation and recalculated totals.

Result: We agreed the direct institutional support recorded for board-approved transfers to the journal entry recorded and the intercollegiate athletics operating budget. We noted no exceptions.

- 5) **Transfers Back to Institution Procedure:** Transfers back to institution were less than 4% of total revenues, so additional procedures were not performed.
- 6) **Indirect Institutional Support Procedure:** Indirect institutional support was less than 4% of total revenues, so additional procedures were not performed.
- 7) **Guarantees Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.
- 8) **Contributions Procedure:** We obtained supporting documentation for each contribution of moneys, goods, or services received directly by an intercollegiate athletics program from any affiliated or outside organization, agency or group of individuals that constitutes 10 percent or more of all contributions received for intercollegiate athletics during the reporting periods. We disclosed the source and dollar value of these contributions in the report.

Result: We disclosed contributions over 10 percent in Note 1.

- 9) **In-Kind Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.

To James P. Tressel, President
Youngstown State University

- 10) **Compensation and Benefits Provided by a Third Party Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.
- 11) **Media Rights Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.
- 12) **NCAA Distributions Procedure:** NCAA distributions were less than 4% of total revenues, so additional procedures were not performed.
- 13) **Conference Distributions and Conference Distributions of Football Bowl Generated Revenue Procedure:** Conference distributions and conference distributions of football bowl generated revenue were less than 4% of total revenues, so additional procedures were not performed.
- 14) **Program Sales, Concessions, Novelty Sales and Parking Procedure:** Program sales, concessions, novelty sales and parking were less than 4% of total revenues, so additional procedures were not performed.
- 15) **Royalties, Licensing, Advertisements and Sponsorships Procedure:** Royalties, licensing, advertisements, and sponsorships were less than 4% of total revenues, so additional procedures were not performed.
- 16) **Sports Camp Revenues Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.
- 17) **Athletics Restricted Endowment and Investment Income Procedure:** Athletics restricted endowment and investment income were less than 4% of total revenues, so additional procedures were not performed.
- 18) **Football Bowl Revenues Procedure:** No amounts were reported for this revenue category; therefore, additional procedures were not performed.
- 19) **Other Revenues Procedure:** Other revenues were less than 4% of total revenues, so additional procedures were not performed.

Expenses

N. **Procedure:** We agreed each expense category reported in the Statement during the reporting period to supporting schedules provided by the Institution.

Result: The supporting schedules provided by the Institution agreed to the Statement without exception.

We performed the following procedures for the indicated expense category:

- 1) **Athletic Student Aid Procedures:** We selected a sample of 40 students from the listing of institutional student aid recipients during the reporting period (no less than 10% of the total student-athletes for institutions who have used the NCAA's CA software to prepare athletic aid detail, with a maximum sample size of 40, and no less than 20% of total student-athletes for institutions who have not, with a maximum sample size of 60).

To James P. Tressel, President
Youngstown State University

- a. We obtained individual student account detail for each selection and agreed total aid in the Institution's student system to student detail in CA or the institution report that ties directly to the NCAA Membership Financial Reporting System.
- b. We performed a check of each student selected to ensure that their information was reported accurately in either the CA software or entered directly into the NCAA Membership Financial Reporting System using the following criteria:
 - i. The equivalency value for each student-athlete in all sports, including head-count sports, needs to be converted to a full-time equivalency value. The full-time equivalency value is calculated using the athletic grant amount reported on the Calculation of Revenue Distribution Equivalencies Report (CRDE) from CA as the numerator and the full grant amount which is the total cost for tuition, fees, books, room and board for an academic year as the denominator. If using the NCAA CA software, this equivalency value should already be calculated on the CRDE report labeled "Revenue Distribution Equivalent Award."
 - ii. Grants-in-aid is calculated by using the revenue distribution equivalencies by sport and in aggregate. (Athletic grant amount divided by the full grant amount.)
 - iii. Other expenses related to attendance (also known as cost of attendance) should not be included in grants-in-aid revenue distribution equivalencies. Only tuition, fees, room, board, and course-related books are countable for grants-in-aid revenue distribution per Bylaw 20.02.7.
 - iv. Full grant amount should be entered as a full year of tuition, not a semester or quarter.
 - v. Student-athletes are to be counted once, regardless of multiple sport participation, and should not receive a revenue distribution equivalency greater than 1.00.
 - vi. Athletics grants are valid for revenue distribution purposes only in sports in which the NCAA conducts championships competition, emerging sports for women and football bowl subdivision football.
 - vii. Grants-in-aid are valid for revenue distribution purposes in NCAA sports that do not meet the minimum contests and participants' requirements of Bylaw 20.9.6.3.
 - viii. Institutions providing grants to student-athletes listed on the CRDE as "Exhausted Eligibility (fifth-year)" or "Medical" receive credit in the grants-in-aid component.
 - ix. The athletics aid equivalency cannot exceed maximum equivalency limits. However, the total revenue distribution equivalency can exceed maximum equivalency limits due to exhausted eligibility and medical equivalencies (reference Bylaw 15.5.3.1).
 - x. If a sport is discontinued and the athletic grant(s) are still being honored by the Institution, the grant(s) are included in student-athlete aid for revenue distribution purposes.

To James P. Tressel, President
Youngstown State University

- xi. All equivalency calculations should be rounded to two decimal places.
 - xii. If a selected student received a Pell Grant, ensure that the value of the grant is not included in the calculation of equivalencies or the total dollar amount of student athletic aid expense for the Institution.
 - xiii. If a selected student received a Pell Grant, ensure that the student's grant was included in the total number and total value of Pell Grants reported for revenue distribution purposes in the NCAA Membership Financial Reporting System.
- c. We recalculated totals for each sport and overall.

Result: The total amount of the countable aid from the squad list tied to the amount shown on the Statement within \$15,000. As the Institution utilizes the CA software, we selected 10%, or 40 students. We noted differences between the student's account detail and the amount reported in the NCAA Membership Financial Reporting System for 17 students. We noted differences during the recalculation of revenue distribution per student for 17 students.

Additionally, the athletics aid equivalency for men's basketball exceeded the maximum equivalency limits. The maximum grants permitted is 13. The grant total per the squad list was 13.18. We inquired with management about the discrepancy for the maximum grants and found the reason to be a result of the timing of amounts being recorded in the Institution's financial reporting system and the amount reported in the NCAA Membership Financial Reporting System. Management indicated that the differences in revenue distribution were due to cost of attendance adjustments that were not updated in the CA software.

To James P. Tressel, President
 Youngstown State University

The student accounts tested are summarized below:

| Student Tested | Total Contributable Aid | | Revenue Distribution | |
|----------------|-------------------------|--------------|----------------------|----------|
| | Recalculated | Aid Reported | Recalculation | Reported |
| 1 | \$ 11,100 | \$ 11,100 | 0.59 | 0.59 |
| 2 | 10,400 | 10,400 | 0.40 | 0.40 |
| 3 | 9,800 | 9,800 | 0.50 | 0.50 |
| 4 | 15,321 | 15,584 | 0.59 | 0.59 |
| 5 | 15,063 | 14,921 | 0.79 | 0.79 |
| 6 | 16,851 | 16,666 | 0.84 | 0.84 |
| 7 | 24,840 | 24,840 | 0.86 | 0.99 |
| 8 | 25,455 | 25,455 | 0.98 | 0.98 |
| 9 | 29,962 | 29,962 | 1.01 | 1.00 |
| 10 | 10,938 | 10,938 | 0.48 | 0.58 |
| 11 | 16,943 | 16,943 | 0.75 | 0.90 |
| 12 | 13,231 | 13,231 | 0.59 | 0.71 |
| 13 | 12,000 | 12,000 | 0.47 | 0.47 |
| 14 | 16,000 | 16,000 | 0.61 | 0.61 |
| 15 | 19,199 | 19,169 | 0.75 | 0.75 |
| 16 | 20,000 | 20,000 | 0.81 | 0.81 |
| 17 | 13,087 | 13,087 | 0.56 | 0.67 |
| 18 | 15,405 | 15,405 | 0.54 | 0.58 |
| 19 | 15,156 | 15,156 | 0.51 | 0.54 |
| 20 | 11,800 | 11,800 | 0.50 | 0.60 |
| 21 | 23,591 | 23,591 | 0.83 | 0.95 |
| 22 | 27,589 | 27,589 | 0.95 | 1.00 |
| 23 | 11,745 | 11,745 | 0.63 | 0.63 |
| 24 | 18,292 | 18,000 | 0.80 | 0.96 |
| 25 | 12,249 | 12,249 | 0.54 | 0.65 |
| 26 | 19,600 | 19,106 | 0.78 | 0.78 |
| 27 | 18,435 | 18,376 | 0.92 | 0.92 |
| 28 | 7,000 | 7,000 | 0.27 | 0.27 |
| 29 | 25,000 | 25,000 | 0.72 | 0.72 |
| 30 | 17,700 | 17,700 | 0.68 | 0.68 |
| 31 | 17,000 | 17,000 | 0.68 | 0.68 |
| 32 | 14,414 | 14,414 | 0.58 | 0.58 |
| 33 | 16,000 | 16,000 | 0.61 | 0.61 |
| 34 | 20,000 | 20,000 | 0.61 | 0.61 |
| 35 | 27,121 | 27,121 | 1.00 | 1.00 |
| 36 | 11,864 | 12,346 | 0.60 | 0.60 |
| 37 | 19,559 | 18,810 | 0.66 | 0.75 |
| 38 | 13,373 | 13,442 | 0.45 | 0.51 |
| 39 | 18,495 | 18,236 | 0.82 | 0.99 |
| 40 | 27,012 | 27,012 | 1.05 | 1.00 |

To James P. Tressel, President
Youngstown State University

2) **Guarantees Procedure:** Guarantees were less than 4% of total expenses, so additional procedures were not performed.

3) **Coaching Salaries, Benefits, and Bonuses Paid by the Institution and Related Entities Procedure:** We obtained and inspected a listing of coaches employed by the Institution and related entities during the reporting period. We selected a sample of five coaches' contracts that includes men's basketball, football, and women's basketball from the above listing. We agreed the financial terms and conditions of each selection to the related coaching salaries, benefits, and bonuses recorded by the Institution and related entities in the Statement during the reporting period. We obtained and inspected payroll summary registers for each selection. We agreed related payroll summary registers to the related coaching salaries, benefits, and bonuses paid by the Institution and related entities expense recorded by the Institution in the Statement during the reporting period and recalculated totals. We agreed the totals recorded to any employment contracts executed for the sample selected.

Result: We selected five coaches' contracts that included men's basketball, football, women's basketball, track, and women's lacrosse. We agreed the financial terms and conditions of each to the related coaching salaries, benefits, and bonuses recorded by the Institution on the payroll detail. We agreed payroll detail totals to the Statement and recalculated totals. We noted no exceptions.

4) **Coaching Other Compensation and Benefits Paid by a Third Party Procedure:** No amounts were reported for this expense category; therefore, additional procedures were not performed.

5) **Support Staff/Administrative Salaries, Benefits and Bonuses Paid by the Institution and Related Entities Procedure:** We selected a sample of one support staff/administrative personnel employed by the Institution and related entities during the reporting period. We obtained and inspected payroll summary registers for that selection. We agreed related payroll summary registers to the related support staff/administrative salaries, benefits and bonuses paid by the Institution and related entities expense recorded by the Institution in the Statement during the reporting period. We also recalculated totals.

Result: We selected one support staff/administrative personnel, the assistant director of auxiliary services and program. We noted no exceptions.

6) **Support Staff/Administrative Other Compensation and Benefits Paid by a Third Party Procedure:** No amounts were reported for this expense category; therefore, additional procedures were not performed.

7) **Severance Payments Procedure:** No amounts were reported for this expense category; therefore, additional procedures were not performed.

8) **Recruiting Procedure:** Recruiting was less than 4% of total expenses, so additional procedures were not performed.

To James P. Tressel, President
Youngstown State University

- 9) **Team Travel Procedure:** We obtained documentation of the Institution's team travel policies. We agreed to existing institutional- and NCAA-related policies. We obtained general ledger detail and agreed to the total expenses reported.

Result: We noted no exceptions.

- 10) **Equipment, Uniforms and Supplies Procedure:** We obtained general ledger detail and agreed to the total expenses reported. We selected a sample of one transaction and agreed to supporting documentation. We recalculated totals.

Result: We selected a transaction paid on 2/5/2021 for basketball equipment totaling \$25,057.28 and agreed it to the purchase order, the invoice, and the check. We noted no exceptions.

- 11) **Game Expenses Procedure:** Game expenses were less than 4% of total expenses, so additional procedures were not performed.

- 12) **Fund Raising, Marketing and Promotion Procedure:** Fund raising, marketing and promotion were less than 4% of total expenses, so additional procedures were not performed.

- 13) **Sports Camp Expenses Procedure:** No amounts were reported for this expense category; therefore, additional procedures were not performed.

- 14) **Spirit Groups Procedure:** Spirit groups were less than 4% of total expenses, so additional procedures were not performed.

- 15) **Athletic Facility Debt Service, Leases and Rental Fees Procedure:** Athletic facility debt service, leases and rental fees were less than 4% of total expenses, so additional procedures were not performed.

- 16) **Direct Overhead and Administrative Expenses Procedure:** Direct overhead and administrative expenses were less than 4% of total expenses, so additional procedures were not performed.

- 17) **Indirect Institutional Support Procedure:** We tested this with the revenue section - Indirect Institutional Support.

- 18) **Medical Expenses and Medical Insurance Procedure:** Medical expenses and medical insurance were less than 4% of total expenses, so additional procedures were not performed.

- 19) **Memberships and Dues Procedure:** Memberships and dues were less than 4% of total expenses, so additional procedures were not performed.

- 20) **Student-Athlete Meals (non-travel) Procedure:** Student-athlete meals (non-travel) were less than 4% of total expenses, so additional procedures were not performed.

- 21) **Football Bowl Expenses Procedure:** No amounts were reported for this expense category; therefore, additional procedures were not performed.

To James P. Tressel, President
Youngstown State University

- 22) **Other Operating Expenses and Transfers to Institution Procedure:** We obtained general ledger detail and compared to the total expenses reported. We selected a sample of one transaction to validate existence of transaction and accuracy of recording and recalculated totals.

Result: We selected a transaction paid on 11/24/2020 for N-95 masks totaling \$15,850 and agreed it to the purchase order, the invoice, and the check. We noted no exceptions.

Related to Affiliated and Outside Organizations not Under the Institution's Accounting Control

O. In preparation for our procedures related to the Institution's affiliated and outside organizations we:

- 1) Obtained from management a list of any affiliated and outside organizations that meet any of the following criteria:
 - i. Booster organizations established by or on behalf of an intercollegiate athletics program
 - ii. Independent or affiliated foundations or other organizations that have as a principal, or one of their principal purposes, the generating or maintaining of grants-in-aid or scholarships funds, gifts, endowments, or other moneys, goods or services to be used primarily by the intercollegiate athletics program
 - iii. Alumni organizations that have as a principal, or one of their principal purposes, the generating of moneys, goods or services for or on behalf of an intercollegiate athletics program and that contribute moneys, goods or services directly to an intercollegiate athletics program, booster group, or independent or affiliated foundation as previously noted.
- 2) We requested documentation on the Institution's practices and procedures for monitoring the internal controls in place and financial activities of these organizations. We inquired of management on the procedures for gathering information on the nature and extent of affiliated and outside organization activity for or on behalf of the Institution's intercollegiate athletics program.
- 3) We obtained and inspected audited financial statements of the organization and any additional reports regarding internal controls and any corrective action taken in response to comments concerning the control environment that were provided to us by management.

Result: We inquired of management as to whether they had identified any affiliated or outside organizations that meet the above criteria. Management provided a listing and indicated that the Penguin Club was the only outside organization that had expenses for or on behalf of the Institution's intercollegiate athlete program. Additionally, we noted the Penguin Club does not have audited financial statements, and the control environment is the same as that of the Institution.

To James P. Tressel, President
Youngstown State University

We were engaged by the Institution to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). We were not engaged to, and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the Institution's Intercollegiate Athletics Program Statement of Revenues and Expenses under National Collegiate Athletic Association (NCAA) Bylaw 3.2.4.17. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the Institution and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of Youngstown State University and the National Collegiate Athletic Association and is not intended to be and should not be used by anyone other than those specified parties.

Plante & Morse, PLLC

Columbus, Ohio
December 13, 2021

Youngstown State University

Intercollegiate Athletics Program Statement of Revenues and Expenses

Year Ended June 30, 2021

| | Football | Men's Basketball | Women's Basketball | Other Sports | Non-Program Specific | Total |
|--|-----------------------|-----------------------|-----------------------|-----------------------|----------------------|--------------------|
| Operating Revenues | | | | | | |
| Ticket Sales | \$ 95,153 | \$ - | \$ 1,917 | \$ - | \$ - | \$ 97,070 |
| Contributions | 322,726 | 18,923 | 4,655 | 69,888 | 980,170 | 996,362 |
| Direct Institutional Support | - | - | - | - | 13,950,805 | 13,950,805 |
| Transfers to Institution | - | - | - | - | (20,064) | (20,064) |
| Indirect Facilities and Administrative Support | - | - | - | - | 379,817 | 379,817 |
| NCAA Distributions | - | - | - | - | 361,455 | 361,455 |
| Conference Distributions (Non Media and Non Football Bowl) | - | - | - | 27,484 | 150,000 | 177,484 |
| Program Sales, Concessions, Novelty Sales and Parking | 100,235 | 86 | - | - | - | 100,321 |
| Royalties, Licensing, Advertisements and Sponsorships | 205,325 | 58,645 | - | - | 121,316 | 385,286 |
| Athletics Restricted Endowment and Investment Income | - | - | - | - | 2,794 | 2,794 |
| Other | - | - | 426 | 3,487 | 285,733 | 289,645 |
| Total Operating Revenues | 683,439 | 77,654 | 6,997 | 100,859 | 15,412,026 | 16,280,975 |
| Operating Expenses | | | | | | |
| Athletic Student Aid | 1,631,042 | 381,228 | 373,200 | 2,757,035 | 299,483 | 5,441,986 |
| Quarantines | - | 14,500 | 3,000 | 2,000 | - | 19,500 |
| Coaching Salaries, Benefits, and Bonuses Paid by the Institution and Related Entities | 1,178,024 | 630,629 | 470,222 | 1,362,749 | - | 3,659,620 |
| Support Staff/Administrative Salaries, Benefits and Bonuses Paid by the Institution and Related Entities | - | - | - | - | 2,753,920 | 2,753,920 |
| Recruiting | 18,186 | 2,498 | 7,674 | 17,039 | 317 | 45,692 |
| Team Travel | 518,575 | 110,195 | 78,471 | 577,100 | - | 1,282,341 |
| Equipment, Uniforms and Supplies | 221,605 | 52,500 | 36,844 | 279,628 | 105,503 | 696,080 |
| Game Expenses | 50,119 | 90,953 | 43,577 | 113,636 | 4,102 | 302,387 |
| Fund Raising, Marketing and Promotion | - | - | - | - | 132,338 | 132,338 |
| Athletic Facility Debt Service, Leases and Rental Fees | - | - | - | 46,573 | 380,196 | 426,769 |
| Spirit Groups | - | - | - | - | 37,168 | 37,168 |
| Direct Overhead and Administrative Expenses | - | - | - | - | 175,767 | 175,767 |
| Medical Expenses and Medical Insurance | - | - | - | - | 171,212 | 171,212 |
| Memberships and Dues | - | - | - | 6,737 | 20,590 | 27,327 |
| Student-Athlete Meals (non-travel) | 90,561 | 584 | - | - | - | 91,145 |
| Other Operating Expenses | 61,207 | 41,906 | 23,234 | 81,502 | 833,408 | 1,041,257 |
| Total Operating Expenses | 3,757,259 | 1,324,985 | 1,034,222 | 5,263,959 | 4,914,004 | 16,304,509 |
| Excess of Revenues (Under) Over Expenses | \$ (3,653,820) | \$ (1,247,331) | \$ (1,027,225) | \$ (5,163,140) | \$ 10,498,022 | \$ (23,834) |

See notes to intercollegiate athletics program statement of revenues and expenses.

**Notes to Intercollegiate Athletics Program
Statement of Revenues and Expenses**

Year Ended June 30, 2021

Note 1 - Contributions

Individual contributions of moneys, goods, or services received directly by the Institution's intercollegiate athletics program from any affiliated or outside organization, agency, or individuals (e.g., contributions by corporate sponsors) that constitute 10 percent or more of all contributions received for intercollegiate athletics during the year ended June 30, 2021 are as follows:

| Source of Funds, Goods, and Services | Value |
|--------------------------------------|------------|
| Private Foundation Donor A | \$ 100,000 |

Note 2 - Intercollegiate Athletics-Related Assets

Property and equipment are recorded at cost or, if donated, the fair value at the time of donation. Expense for maintenance and repairs is charged to current expense as incurred. Depreciation is computed using the straight-line method. No depreciation is recorded on land. Expenses for major renewals and betterments that extend the useful lives of the assets are capitalized. Estimated service lives range from 5 to 40 years depending on class.

The current year capitalized additions and deletions to facilities during the year ended June 30, 2021 are as follows:

| | Current Year Additions | Current Year Deletions |
|-----------------------------------|---------------------------|---------------------------|
| CIP | \$ 19,635 | \$ - |
| Equipment | 86,504 | - |
| Buildings | - | - |
| Building Improvements | 436,374 | - |
| Improvements - Other | 610,834 | 163,893 |
| Total Athletics Facilities | \$ 1,153,347 | \$ 163,893 |
| Other Institutional Facilities | \$ 17,969,198 | \$ 3,092,023 |

The total estimated book values of property, plant, and equipment, net of depreciation, of the Institution as of June 30, 2021 are as follows:

| | Estimated Book Value |
|---|-------------------------|
| Athletically Related Property, Plant, and Equipment Balance | \$ 21,433,247 |
| Institution's Total Property, Plant, and Equipment Balance | \$ 224,731,687 |

Youngstown State University**Notes to Intercollegiate Athletics Program
Statement of Revenues and Expenses**

Year Ended June 30, 2021

Note 3 - Intercollegiate Athletics-Related Debt

The annual debt service and debt outstanding for the Institution as of June 30, 2021 are as follows:

| | Annual Debt Service | Debt Outstanding |
|---------------------------------|------------------------|---------------------|
| Athletically Related Facilities | \$ 380,197 | \$ 3,782,749 |
| Institution's Total | \$ 4,180,444 | \$ 70,045,599 |

The repayment schedule for all outstanding intercollegiate athletics debt maintained by the Institution for the years ending June 30 is as follows:

| | Total Intercollegiate Athletics Debt |
|-----------|--|
| 2022 | \$ 228,213 |
| 2023 | 235,665 |
| 2024 | 244,048 |
| 2025 | 253,363 |
| 2026 | 263,609 |
| 2027-2034 | <u>2,557,851</u> |
| | <u>\$ 3,782,749</u> |

Note 4 - Restricted and Endowment and Plant Funds

During the year, the Institution had no significant change in loan, endowment, or plant funds related to intercollegiate athletics.

In addition, at June 30, 2021, the Institution had \$78,656 of endowments and \$0 in pledges receivable dedicated to the sole support of athletics not reported in the Statement. The athletics department's fund balance is \$1,280,550 at June 30, 2021.

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OHIO AUDITOR OF STATE KEITH FABER



YOUNGSTOWN STATE UNIVERSITY - NATIONAL COLLEGIATE ATHLETICS ASSOCIATION

MAHONING COUNTY

AUDITOR OF STATE OF OHIO CERTIFICATION

This is a true and correct copy of the report, which is required to be filed pursuant to Section 117.26, Revised Code, and which is filed in the Office of the Ohio Auditor of State in Columbus, Ohio.



Certified for Release 1/11/2022

88 East Broad Street, Columbus, Ohio 43215
Phone: 614-466-4514 or 800-282-0370

This report is a matter of public record and is available online at
www.ohioauditor.gov

The background of the document is a photograph of a large, multi-story brick building, likely a university building, with a prominent central tower. The building is surrounded by green trees and a lawn. The text is overlaid on this image.

WYSU-FM
YOUNGSTOWN STATE
UNIVERSITY RADIO
MAHONING COUNTY
REGULAR AUDIT
FOR THE YEARS ENDED
June 30, 2021 AND 2020

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPAReport@ohioauditor.gov
(800) 282-0370

Board of Trustees
Youngstown State University
One University Plaza
Youngstown, Ohio 44555

We have reviewed the *Independent Auditor's Report* of the WYSU-FM Youngstown State University Radio, Mahoning County, prepared by Plante & Moran, PLLC, for the audit period July 1, 2020 through June 30, 2021. Based upon this review, we have accepted these reports in lieu of the audit required by Section 117.11, Revised Code. The Auditor of State did not audit the accompanying financial statements and, accordingly, we are unable to express, and do not express an opinion on them.

Our review was made in reference to the applicable sections of legislative criteria, as reflected by the Ohio Constitution, and the Revised Code, policies, procedures and guidelines of the Auditor of State, regulations and grant requirements. The Youngstown State University is responsible for compliance with these laws and regulations.

A handwritten signature in black ink that reads "Keith Faber".

Keith Faber
Auditor of State
Columbus, Ohio

December 08, 2021

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WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

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Independent Auditor's Report

To the Board of Trustees
WYSU-FM Youngstown State University Radio

Report on the Financial Statements

We have audited the accompanying financial statements of WYSU-FM Youngstown State University Radio (the "Station"), a department of Youngstown State University, as of and for the years ended June 30, 2021 and 2020 and the related notes to the financial statements, which collectively comprise WYSU-FM Youngstown State University Radio's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of WYSU-FM Youngstown State University Radio as of June 30, 2021 and 2020 and the changes in its financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

We draw attention to Note 1, which explains that these financial statements of the Station are intended to present the net position, changes in net position, and changes in cash flows of only that portion of Youngstown State University's business-type activities that are attributable to the transactions of the Station. They do not purport to, and do not, present fairly the net position of Youngstown State University as of June 30, 2021 and 2020, the changes in its net position, or the changes in its cash flows thereof for the years then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

As described in Note 9 to the financial statements, the COVID-19 pandemic has impacted operations at the Station. Our opinion is not modified with respect to this matter.

To the Board of Trustees
WYSU-FM Youngstown State University Radio

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedule of the Station's proportionate share of the net position liability, schedule of the Station's pension contributions, schedule of the Station's proportionate share of the net OPEB liability (asset), and schedule of the Station's OPEB contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise WYSU-FM Youngstown State University Radio's basic financial statements. The schedule of nonfederal financial support is presented for the purpose of additional analysis and is not a required part of the basic financial statements.

The schedule of nonfederal financial support is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of nonfederal financial support is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2021 on our consideration of WYSU-FM Youngstown State University Radio's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering WYSU-FM Youngstown State University Radio's internal control over financial reporting and compliance.

Plante & Moran, PLLC

November 29, 2021

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis section of the WYSU-FM Youngstown State University Radio (WYSU-FM or the Station) Financial Report presents an unaudited discussion and analysis of the financial performance of the Station, a non-commercial public radio station operated by Youngstown State University (the University or YSU), during the fiscal year ended June 30, 2021 with comparative information for the fiscal years ended June 30, 2020 and June 30, 2019. This discussion has been prepared by management and should be read in conjunction with the financial statements and the accompanying notes that follow.

Introduction

The University operates WYSU-FM, a 50,000-watt radio station that serves the Mahoning and Shenango Valley regions with fine arts, news, and information programming from its studios in Melnick Hall. WYSU-FM functions as a department of the Division of University Relations at the University. The Station broadcasts a mix of news and classical music programs on its main analog channel, HD1 (digital) channel, and an internet stream. WYSU-FM also broadcasts classical music on its HD2 channel and second internet stream. The Station broadcasts at 88.5 MHz in Youngstown, Ohio, 90.1 MHz in Ashtabula, Ohio, and 89.7 MHz in New Wilmington, Pennsylvania.

WYSU-FM is a non-commercial, listener-supported, community-based public radio station committed to being the region's leading source for quality programming. It provides trusted in-depth news, engaging conversation, and music that stimulates the mind and spirit. As one of YSU's most visible daily representatives to the community, WYSU-FM also strives to be a valuable ambassador to the community, providing a forum to promote the artistic and intellectual activities of the University.

Since 1969, public radio WYSU 88.5 FM has been northeast Ohio's and western Pennsylvania's source for the best in news and information programming, music, and entertainment. WYSU-FM is a charter National Public Radio (NPR) affiliate station. Every week thousands of listeners tune to the Station for its eclectic and innovative non-commercial program schedule including engaging news and information, great entertainment, and superb classical, jazz, and folk music – together providing a provocative, culturally rich, and intellectually stimulating journey for WYSU-FM listeners.

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus a pandemic, now known as COVID-19. In response to the COVID-19 pandemic, governments have taken preventative or protective actions, such as temporary closures of non-essential businesses and "shelter-at-home" guidelines for individuals. As a result, the global economy has been negatively affected, and the Station's operations were also impacted. Due to the "shelter-at-home" guidelines during April and May 2020, the Station expanded its remote operations capabilities. In addition, many events were cancelled or temporarily postponed until the "shelter-at-home" guidelines were reduced or removed, which resulted in lost fundraising and underwriting revenues for the Station for the years ended June 30, 2021 and June 30, 2020. In response, the Station instituted measures to reduce personnel expenses, including temporary layoffs, permanent layoffs, furloughs and pay reductions and a reduction in operating expenses.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

MANAGEMENT'S DISCUSSION AND ANALYSIS

To offset the financial impact and losses incurred by the Station due to the disruption caused by COVID-19 and to defray COVID-19 expenses, the Station received grants and other relief primarily authorized through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Coronavirus Relief & Recovery Supplemental Appropriations Act (CRRSAA), and the American Rescue Plan Act of 2021.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

Using the Financial Statements

The Station's financial report includes three basic financial statements: the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Net Position, and the Statement of Cash Flows. These financial statements are prepared in accordance with the financial reporting format required by the Governmental Accounting Standards Board's (GASB) Statements No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, as amended by GASB Statement No. 61, *The Financial Reporting Entity: Omnibus*; and No. 35, *Basic Financial Statements and Management's Discussion and Analysis for Public Colleges and Universities*, as amended by GASB Statements No. 37, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments: Omnibus* and No. 38, *Certain Financial Statement Note Disclosures*. These statements establish standards for external financial reporting for public colleges and universities and require that financial statements be presented on a basis to focus on the financial condition of the Station, the results of operations, and cash flows of the Station as a whole.

During fiscal year 2018, the Station adopted GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions (OPEB)* and during fiscal year 2015, the Station adopted GASB Statement No. 68, *Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27*. These statements significantly revised accounting for pension/OPEB costs and assets/liabilities.

Prior to GASBs 68 and 75, the accounting for pension/OPEB costs, was focused on a funding approach, which limited pension/OPEB costs to contributions annually required by law, which may or may not be sufficient to fully fund each pension plan's net pension/OPEB asset/liability.

Under standards required by these statements, the net pension/OPEB asset/liability equals the Station's proportionate share of each pension/OPEB plan's collective present value of estimated future pension/OPEB benefits attributable to employees' past service minus plan assets available to pay these benefits. Pension/OPEB obligations, whether funded or unfunded, are part of the "employment exchange" – that is, the employee is trading his or her labor in exchange for wages, benefits, and the promise of a future pension and OPEB. The unfunded portions of these pension/OPEB promises are a present obligation, part of a bargained-for benefit to the employee, and are reported by the Station as liabilities since the benefit of the exchange was received.

The nature of Ohio's statewide pension systems and state law governing those systems requires additional explanation in order to properly understand the information presented in these statements. The Station is not responsible for certain key factors affecting the balance of these liabilities. In Ohio, the employee shares the obligation of funding pension benefits with the employer. Both employer and employee contribution rates are capped by the State statute. A change in these caps requires action by both Houses of the General Assembly and approval of the Governor. Benefit provisions are also determined by State statute. The employee enters the employment exchange with the knowledge that the employer's promise is limited not by contract but by law. The employer enters the exchange also knowing that there is a specific, legal limit to its contribution to the pension system. In Ohio, there is no legal means to enforce the unfunded

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

liability of the pension system against the public employer. State law operates to mitigate the obligation of the public employer to the employee because all parties enter the employment exchange with notice as to the law. The pension system is responsible for the administration of the plan.

Most long-term liabilities have set repayment schedules or, in the case of compensated absences (i.e. sick and vacation leave), are satisfied through paid time-off or termination payments. There is no repayment schedule for the net pension/OPEB assets/liabilities. Changes in pension/OPEB benefits, contribution rates, and return on investments affect the balances of the net pension/OPEB assets/liabilities, but are outside the control of the public employer. In the event that contributions, investment returns, and other changes are insufficient to keep up with required payments, State statute does not assign/identify the responsible party for the unfunded portion. Due to the unique nature of how the net pension/OPEB assets/liabilities are satisfied, these assets and liabilities are separately identified within the noncurrent asset and long-term liability sections of the Statement of Net Position.

In accordance with GASBs 68 and 75, the Station's statements, prepared on an accrual basis of accounting, include an annual pension/OPEB expense for the proportionate share of each pension plan's *change* in net pension/OPEB asset/liability.

Overall key presentation elements of the financial statements include:

- Assets and liabilities are categorized as either current or noncurrent. Current assets and liabilities will be consumed or fulfilled within one year.
- Revenues and expenses are categorized as either operating or non-operating. Significant recurring sources of the Station's revenues, including the general appropriation from the University and membership revenue are considered non-operating, as defined by GASB Statement No. 35.
- Capital assets are reported net of accumulated depreciation.

The Statement of Net Position

The Statement of Net Position presents the financial position of the Station at the end of the fiscal year and includes all assets (current and noncurrent), deferred outflows of resources, liabilities (current and noncurrent), deferred inflows of resources, and net position of the Station. Current assets are classified as such if they are available to satisfy current liabilities, which are generally defined as being due within one year of the date of the Statement of Net Position. Net position is one indicator of the financial condition of the Station, while the change in net position is an indicator of whether the overall financial condition has improved or worsened during the year.

A summarized comparison of the Station's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position at June 30, 2021, 2020, and 2019 was as follows:

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

| | June 30, 2021 | June 30, 2020 | As Restated June 30, 2019 |
|----------------------------------|---------------------|-------------------|------------------------------|
| Assets | | | |
| Current assets | \$ 1,923,766 | \$ 1,681,535 | \$ 1,697,621 |
| Noncurrent assets | | | |
| Capital assets, net | 121,412 | 153,236 | 91,269 |
| Other assets | 326,672 | 221,222 | 215,731 |
| Total Noncurrent assets | <u>448,084</u> | <u>374,458</u> | <u>307,000</u> |
| Total Assets | <u>2,371,850</u> | <u>2,055,993</u> | <u>2,004,621</u> |
| Deferred Outflows of Resources | <u>49,715</u> | <u>130,919</u> | <u>353,796</u> |
| Liabilities | | | |
| Current liabilities | 40,761 | 53,557 | 44,661 |
| Noncurrent liabilities | 388,089 | 1,061,453 | 1,246,929 |
| Total Liabilities | <u>428,850</u> | <u>1,115,010</u> | <u>1,291,590</u> |
| Deferred Inflows of Resources | <u>349,636</u> | <u>223,198</u> | <u>34,500</u> |
| Net Position | | | |
| Net investment in capital assets | 121,412 | 153,236 | 91,269 |
| Restricted | 317,286 | 237,495 | 250,280 |
| Unrestricted | 1,204,381 | 457,973 | 690,778 |
| Total Net Position | <u>\$ 1,643,079</u> | <u>\$ 848,704</u> | <u>\$ 1,032,327</u> |

Total assets, consisting primarily of cash and cash equivalents, accounts receivable, pledges receivable, investments, and capital assets, increased \$315,857 or 15% from fiscal year 2020 to fiscal year 2021. Current assets increased \$242,231 or 14% between fiscal year 2020 and fiscal year 2021 primarily due to an increase in cash and cash equivalents, the result of \$148,564 received from the CPB Cares Act grant and a \$102,928 bequest from an estate. Noncurrent assets increased \$73,626 or 20% from fiscal year 2020 to fiscal year 2021. The increase was attributed to a combination of an increase in endowment investments of \$62,699 due to a favorable market environment in fiscal year 2021 and the recognition of a net OPEB asset of \$42,751 offset by a decrease in net capital assets of \$31,824 which represents the recording of fiscal year 2021 depreciation.

Total assets, consisting primarily of cash and cash equivalents, accounts receivable, pledges receivable, investments, and capital assets, increased \$51,372 or 3% from fiscal year 2019 to fiscal year 2020. Current assets decreased \$16,086 or 1% between fiscal year 2019 and fiscal year 2020 primarily due to decreases in cash and cash equivalents and accounts receivable, the result of decreases in membership and underwriting revenue due to the impact of the COVID-19 pandemic. Noncurrent assets increased \$67,458 or 22% from fiscal year 2019 to fiscal year 2020. The increase was primarily attributed to a \$61,967 or 68% increase in capital assets, which was due to the purchase of a new primary transmitter that was installed in January 2020.

See Note 2 for additional information on cash and cash equivalents, Note 3 for investments, and Note 4 for capital assets.

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

Deferred outflows of resources represent the consumption of resources that are applicable to a future reporting period, but do not require further exchange of goods or services; whereas deferred inflows of resources represent the acquisition of resources that are applicable to a future reporting period. The following table summarizes balances at:

| Deferred Outflows of Resources | June 30, 2021 | June 30, 2020 | June 30, 2019 |
|--------------------------------------|------------------|-------------------|-------------------|
| Related to pension | \$ 28,697 | \$ 65,676 | \$ 231,845 |
| Related to OPEB | 21,018 | 65,243 | 121,951 |
| Total Deferred Outflows of Resources | <u>\$ 49,715</u> | <u>\$ 130,919</u> | <u>\$ 353,796</u> |

| Deferred Inflows of Resources | June 30, 2021 | June 30, 2020 | June 30, 2019 |
|-------------------------------------|-------------------|-------------------|------------------|
| Related to pension | \$ 195,976 | \$ 151,759 | \$ 21,378 |
| Related to OPEB | 153,660 | 71,439 | 13,122 |
| Total Deferred Inflows of Resources | <u>\$ 349,636</u> | <u>\$ 223,198</u> | <u>\$ 34,500</u> |

Included in deferred outflows of resources and deferred inflows of resources are items relating to pensions and OPEB. Certain elements impacting the change in the net pension/OPEB assets/liabilities have a longer-term perspective than the current year, therefore, to reduce volatility these elements are amortized over a closed period of specified duration. These include differences between expected and actual experience, changes of assumptions, net differences between projected and actual earnings of investments, and changes in the proportionate share of contributions. These elements can be reflected as either a deferred outflow of resources or a deferred inflow of resources.

Deferred outflows of resources decreased \$81,204 or 62% from fiscal year 2020 to fiscal year 2021. Deferred outflows of resources related to pension decreased \$36,979 or 56% primarily due to a \$32,016 decrease in the changes in assumptions related to the Ohio Public Employees Retirement System (OPERS) plan. Deferred outflows of resources related to OPEB decreased \$44,225 or 68% primarily due to a \$44,139 decrease in the changes in assumptions related to the OPERS plan.

Deferred inflows of resources increased \$126,438 or 57% from fiscal year 2020 to fiscal year 2021. Deferred inflows of resources related to pension increased \$44,217 or 29% primarily due to a \$21,621 increase in the net difference between projected and actual earnings on pension plan investments, a \$15,091 increase in change in proportionate share of contributions to the OPERS plan and a \$7,506 increase in the differences between expected and actual experience. Deferred inflows of resources related to OPEB increased \$82,221 or 115% due to a \$69,267 increase in changes in assumptions related to the OPERS plan and a \$10,209 increase in change in proportionate share of contributions to the OPERS plan.

Deferred outflows of resources decreased \$222,877 or 63% from fiscal year 2019 to fiscal year 2020. Deferred outflows of resources related to pension decreased \$166,169 or 72% primarily due to a \$119,899 decrease in the net difference between projected and actual earnings on pension plan

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

investments. Deferred outflows of resources related to OPEB decreased \$56,708 or 47% primarily due to a combination of a \$85,525 decrease in the change in proportionate share of contributions and a \$43,212 increase in the changes in assumptions.

Deferred inflows of resources increased \$188,698 or 547% from fiscal year 2019 to fiscal year 2020. Deferred inflows of resources related to pension increased \$130,381 primarily due to a \$119,844 increase in the net difference between projected and actual earnings on pension plan investments. Deferred inflows of resources related to OPEB increased \$58,317 due to a combination of a \$36,691 increase in the differences between expected and actual experience and a \$20,960 increase in the net difference between projected and actual earnings on pension plan investments.

See Note 6 for additional information on employee benefit plans.

Total liabilities consisting of accounts payable, payroll liabilities, unearned revenue, compensated absences, net pension liability, and net OPEB liability decreased \$686,160 or 62% from fiscal year 2020 to fiscal year 2021 and was primarily due to a decrease in the net pension liability of \$411,635 or 100%, a decrease in the net pension liability of \$238,526 or 41%, a decrease in compensated absences of \$23,203 or 38% and a decrease in accounts payable of \$19,507 or 85%.

Total liabilities consisting of accounts payable, payroll liabilities, unearned revenue, compensated absences, net pension liability, and net OPEB liability decreased \$176,580 or 14% from fiscal year 2019 to fiscal year 2020 and was primarily due to a combination of a decrease in the net pension liability of \$285,488 or 33% and an increase in the net OPEB liability of \$108,510 or 36%.

See Note 5 for additional information on compensated absences and Note 6 for information on employee benefit plans.

Net position represents the residual interest in the Station's assets after deferred outflows of resources are added, and liabilities and deferred inflows of resources are deducted. The following is a recap of total net position segregating the unrestricted net position relating to the impact of the GASBs 68 and 75.

| | June 30, 2021 | June 30, 2020 | As Restated June 30, 2019 |
|--|---------------------|-------------------|------------------------------|
| Net investment in capital assets | \$ 121,412 | \$ 153,236 | \$ 91,269 |
| Restricted - nonexpendable | 108,153 | 108,153 | 108,153 |
| Restricted - expendable | 209,133 | 129,342 | 142,127 |
| Unrestricted | 1,811,392 | 1,550,254 | 1,548,462 |
| Total net position without GASBs 68 and 75 | 2,250,090 | 1,940,985 | 1,890,011 |
| GASB 68 | (517,120) | (674,450) | (663,388) |
| GASB 75 | (89,891) | (417,831) | (194,296) |
| Total Net Position | <u>\$ 1,643,079</u> | <u>\$ 848,704</u> | <u>\$ 1,032,327</u> |

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

Overall, the Station's total net position increased \$794,375 or 94% from \$848,704 at June 30, 2020 to \$1,643,079 at June 30, 2021. This was primarily due to an increase of \$746,408 in unrestricted net position. Excluding net position attributed to GASBs 68 and 75, net position increased \$309,105 or 16% from \$1,940,985 at June 30, 2020 to \$2,250,090 at June 30, 2021. The net investment in capital assets consists of equipment net of accumulated depreciation. The \$31,824 or 21% decrease from fiscal year 2020 to fiscal year 2021 was due to current year depreciation expense. Restricted nonexpendable net position consists primarily of endowment funds held by the University in the name of the Station. Changes in this category are driven by additions or deductions to the endowment corpus. During fiscal year 2021, there were no changes. Restricted expendable net position is subject to externally imposed restrictions governing their use. Changes in this category are due to the timing of revenues and expenses in funds provided by donors and grantors. Restricted expendable net position increased \$79,791 or 62% primarily due to the allocation of unrealized investment gains in the Station's endowment fund. Unrestricted net position is not subject to externally imposed restrictions and is designated for future operations. Unrestricted net position increased \$261,138 or 17% from fiscal year 2020 to fiscal year 2021 primarily due to an excess of membership revenue over expenses and federal appropriations received due to the COVID-19 pandemic.

Overall, the Station's total net position decreased \$183,623 or 18% from \$1,032,327 at June 30, 2019 to \$848,704 at June 30, 2020. This was primarily due to a combination of a decrease of \$232,805 in unrestricted net position offset by an increase of \$61,967 in net investment in capital assets. Excluding net position attributed to GASBs 68 and 75, net position increased \$50,974 or 3% from \$1,890,011 at June 30, 2019 to \$1,940,985 at June 30, 2020. The net investment in capital assets consists of equipment net of accumulated depreciation. The \$61,967 or 68% increase from fiscal year 2019 to fiscal year 2020 was due to the purchase of equipment offset by current year depreciation expense. Restricted nonexpendable net position consists primarily of endowment funds held by the University in the name of the Station. Changes in this category are driven by additions or deductions to the endowment corpus. During fiscal year 2020, there were no changes. Restricted expendable net position is subject to externally imposed restrictions governing their use. Changes in this category are due to the timing of revenues and expenses in funds provided by donors and grantors. Restricted expendable net position decreased \$12,785 or 9% primarily due to COVID-19 related expenses, which were not reimbursable until fiscal year 2021. Unrestricted net position is not subject to externally imposed restrictions and is designated for future operations. Unrestricted net position remained flat with an increase of \$1,792 or 0.1% from fiscal year 2019 to fiscal year 2020.

The Statements of Revenues, Expenses, and Changes in Net Position

These statements present the operating results and the non-operating revenues and expenses of the Station. Operating revenues are generated by an annual Community Service Grant (a portion of which is restricted) from the Corporation for Public Broadcasting (CPB) and an annual grant from the Broadcast Educational Media Commission (BEMC), which is administered by the eTech Ohio Commission. In addition, in-kind support is received from BEMC and includes support for transmission of Radio Reading Service Programming. Operating revenues also include

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

contributions from area businesses (program underwriting). Operating expenses are incurred to vendors and employees for providing goods or services for the overall operations of the Station. Net non-operating revenues include federal appropriations, the general appropriation from the University, donated facilities and administrative support from the University, membership revenue, net revenue from fund raising, private gifts, and net investment income. Federal appropriations include COVID-19 relief funding from the CPB and the COVID-19 Higher Education Emergency Relief Fund – Institutional Portion.

A summary of the Station's revenues, expenses, and changes in net position follows:

| | June 30, 2021 | June 30, 2020 | As Restated June 30, 2019 |
|---|---------------------|-------------------|------------------------------|
| Total Operating Revenues | \$ 371,228 | \$ 411,023 | \$ 433,029 |
| Total Operating Expenses | 583,260 | 1,671,087 | 1,377,607 |
| Operating Loss | (212,032) | (1,260,064) | (944,578) |
| Net Non-operating Revenues | 1,006,407 | 1,076,441 | 1,014,686 |
| Gain (Loss) Before Other Revenue, Expenses, and Changes | 794,375 | (183,623) | 70,108 |
| Total Other Revenue, Expenses, and Changes | - | - | (13,000) |
| Change in Net Position | 794,375 | (183,623) | 57,108 |
| Net Position at Beginning of the Year, as restated | 848,704 | 1,032,327 | 975,219 |
| Net Position at End of the Year | <u>\$ 1,643,079</u> | <u>\$ 848,704</u> | <u>\$ 1,032,327</u> |

The Station's total operating revenues decreased \$39,795 or 10% from fiscal year 2020 to fiscal year 2021. The decrease was primarily the result of a decrease of \$20,013 in revenue from underwriting contracts due to the impact of the COVID-19 pandemic and a decrease of in-kind contributions of \$12,624.

The Station's total operating revenues decreased \$22,006 or 5% from fiscal year 2019 to fiscal year 2020. The decrease was the result of a decrease in underwriting contracts due to the impact of the COVID-19 pandemic.

The following is a recap of total operating expenses with the impact of the GASBs 68 and 75 pension expense accruals segregated.

| | June 30, 2021 | June 30, 2020 | June 30, 2019 |
|---|-------------------|---------------------|---------------------|
| Program Services | \$ 678,597 | \$ 720,041 | \$ 817,998 |
| Support Services | 389,933 | 716,449 | 582,539 |
| Operating Expenses without GASBs 68 and 75 accruals | 1,068,530 | 1,436,490 | 1,400,537 |
| GASB 68 pension expense accruals | (157,330) | 11,062 | 121,236 |
| GASB 75 OPEB expense accrual | (327,940) | 223,535 | (144,166) |
| Total Operating Expenses | <u>\$ 583,260</u> | <u>\$ 1,671,087</u> | <u>\$ 1,377,607</u> |

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

Excluding the impact of GASBs 68 and 75, total operating expenses decreased \$367,960 or 26% from fiscal year 2020 to fiscal year 2021. Program services decreased \$41,444 or 6% primarily due to the shift of the broadcast engineering position from full-time status to part-time status. Support services decreased \$326,516 or 46% primarily attributed to planned staff reductions due to COVID-19 in fiscal year 2021, which included the elimination of a full-time position primarily utilized for underwriting and fundraising activities and a decrease in institutional support from the University.

Pension expense attributed to GASB 68 decreased \$168,392 from \$11,062 in fiscal year 2020 to (\$157,330) in fiscal year 2021; whereas OPEB expense attributed to GASB 75 decreased \$551,475 from \$223,535 in fiscal year 2020 to (\$327,940) in fiscal year 2021. These expenses are the result of changes in the deferred outflows/inflows and liabilities/assets related to pension/OPEB. Due to the pension asset income pick up in fiscal year 2021, Program information expenses and Traffic and continuity expenses included in Program Services expenses as well as Underwriting expenses included in Support Services expenses are all presenting as negative expenses on the Statements of Revenues, Expenses and Changes in Net Position. The Station has no control over the factors affecting these changes.

Excluding the impact of GASBs 68 and 75, total operating expenses increased \$35,953 or 3% from fiscal year 2019 to fiscal year 2020. Program services decreased \$97,957 or 12% primarily attributed to staff reductions in fiscal year 2020, which included a full-time position in programming shifting to a part-time position and the retirement of a full-time broadcast engineer. Support services increased \$133,910 or 23% primarily due to increased staff utilization percentages towards fundraising and membership activities and an increase in institutional support from the University.

Pension expense attributed to GASB 68 decreased \$110,174 from \$121,236 in fiscal year 2019 to \$11,062 in fiscal year 2020; whereas OPEB expense attributed to GASB 75 increased \$367,701 from (\$144,166) in fiscal year 2019 to \$223,535 in fiscal year 2020, respectively. These expenses are the result of changes in the deferred outflow/inflows and liabilities related to pension/OPEB. The Station has no control over the factors affecting these changes.

See Note 6 for additional information on pension plans and other post-employment benefits (OPEB) and Note 9 for more information about the COVID-19 pandemic.

Total net non-operating revenues decreased \$70,034 or 7% from fiscal year 2020 to fiscal year 2021. Federal appropriations increased \$91,757 or 122% primarily due to receiving CARES Act funding from the CPB. The general appropriation from the University decreased \$85,426 or 21% between fiscal year 2020 and fiscal year 2021, primarily due to payroll reductions resulting from an employee resigning from their position. Donated facilities and administrative support from the University decreased \$184,795 or 69% due to a decrease in institutional support from the University, the result of a decrease in total operating expenses in fiscal year 2021. Private gifts increased \$67,789 or 154% and included a \$102,928 bequest from an estate and a \$10,000 private gift. Investment gains, net of investment expense increased \$57,719 or 384% which is attributed

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

to the recognition of unrealized gains in the Station's endowment fund due to favorable market conditions.

The Station had no other revenues, expenses and changes in fiscal year 2021.

Total net non-operating revenues increased \$61,755 or 6% from fiscal year 2019 to fiscal year 2020. The Station received federal appropriations of \$75,000 related to CARES Act funding from the CPB due to the COVID-19 pandemic, as well as a \$43,139 bequest from an estate. The general appropriation from the University decreased \$109,345 or 21% between fiscal year 2019 and fiscal year 2020, primarily due to payroll reductions resulting from the retirement of a broadcast engineer and the lay-off of another employee. Donated facilities and administrative support from the University increased \$72,785 or 37% due to an increase in institutional support from the University, the result of a new indirect administrative support calculation implemented by the CPB in fiscal year 2020. Membership income decreased \$23,328 or 8% due to the COVID-19 pandemic.

The Station had no other revenues, expenses and changes in fiscal year 2020. Other revenues, expenses and changes in fiscal year 2019 consist of \$13,000 collected during the spring 2019 fund drive which the Station used to establish the Barbara A. Krauss Memorial Scholarship to be awarded annually to students enrolled in the Dana School of Music and majoring in music recording and technology.

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MANAGEMENT'S DISCUSSION AND ANALYSIS (CONT.)

Economic Factors for the Future

Despite challenges arising from the current global pandemic, management believes the Station is well-positioned to continue its favorable financial condition. As one of Youngstown State University's most visible campus and community entities, WYSU-FM reaches over 30,000 weekly listeners who spend 12 million hours annually with the Station. The broadcast coverage area includes eight counties in Ohio and three in Pennsylvania, as well as many other listeners throughout the country and around the world through its streaming services and smartphone applications. WYSU continues to work to enhance and expand its commitment to diversity, equity and inclusion. With the continued support of the University's Board of Trustees, administration, and dedicated staff, as well as the generous loyalty of the Station's listener-members, the support of businesses, non-profit organizations, and foundations, WYSU-FM maintains stability during challenging economic times.

Shifting market trends exacerbated by the pandemic have led to an increased focus on planned gifting and expanding membership. Decreases in underwriting support are projected for the upcoming year due to increased popularity in digital advertising and substantial reductions in advertising rates charged by commercial radio stations in the market make it difficult for the underwriting program to remain competitive. The Station plans to work vigorously with the YSU Foundation to pursue major and planned gifting, which has proven to be successful in the past year and is a way to grow long-term external support. Membership continues to be a crucial element in the success of the Station. In order to expand membership, the Station plans to continue to seek opportunities to diversify network and local programming across all platforms to appeal to the current core audiences and attract a more diverse and younger audience. The Community Voices initiative was implemented in the current year to diversify viewpoints not commonly heard on local media, and four new programs were added to the schedule to promote diversity.

The Station recognizes the need to continuously enhance, upgrade and develop new technologies and is focused on enhancing broadcast services and operational efficiency. Major projects in the planning phase include migrating the station to a new content management system, upgrading software on office workstations, repairing the primary antenna and laying groundwork for upgrades in the automation system hardware. Completion of these projects coupled with a focus on providing a diverse and inclusive listening experience will ensure the Station continues to be a reliable and forward-looking service for the region.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

STATEMENTS OF NET POSITION AT JUNE 30, 2021 AND 2020

| | June 30, 2021 | June 30, 2020 |
|---|---------------|---------------|
| ASSETS | | |
| Current Assets | | |
| Cash and cash equivalents | \$ 1,904,033 | \$ 1,660,924 |
| Interest receivable | 174 | 222 |
| Accounts receivable (net of allowance of \$0 in 2021 and \$1,369 in 2020) | 4,928 | 5,228 |
| Pledges receivable (net of allowance of \$2,345 in 2021 and \$3,987 in 2020) | 14,631 | 15,161 |
| Total Current Assets | 1,923,766 | 1,681,535 |
| Noncurrent Assets | | |
| Endowment investments | 283,921 | 221,222 |
| Net OPEB asset | 42,751 | - |
| Capital assets, net | 121,412 | 153,236 |
| Total Noncurrent Assets | 448,084 | 374,458 |
| Total Assets | 2,371,850 | 2,055,993 |
| DEFERRED OUTFLOWS OF RESOURCES | | |
| Deferred outflows related to pension | 28,697 | 65,676 |
| Deferred outflows related to OPEB | 21,018 | 65,243 |
| Total Deferred Outflows of Resources | 49,715 | 130,919 |
| LIABILITIES | | |
| Current Liabilities | | |
| Accounts payable | 3,464 | 22,971 |
| Payroll liabilities | 18,614 | 11,628 |
| Unearned revenue | 12,411 | 13,340 |
| Compensated absences | 6,272 | 5,618 |
| Total Current Liabilities | 40,761 | 53,557 |
| Noncurrent Liabilities | | |
| Compensated absences | 38,248 | 61,451 |
| Net pension liability | 349,841 | 588,367 |
| Net OPEB liability | - | 411,635 |
| Total Noncurrent Liabilities | 388,089 | 1,061,453 |
| Total Liabilities | 428,850 | 1,115,010 |
| DEFERRED INFLOWS OF RESOURCES | | |
| Deferred inflows related to pension | 195,976 | 151,759 |
| Deferred inflows related to OPEB | 153,660 | 71,439 |
| Total Deferred Inflows of Resources | 349,636 | 223,198 |
| NET POSITION | | |
| Net investment in capital assets | 121,412 | 153,236 |
| Restricted, nonexpendable | 108,153 | 108,153 |
| Restricted, expendable | 209,133 | 129,342 |
| Unrestricted | 1,204,381 | 457,973 |
| Total Net Position | \$ 1,643,079 | \$ 848,704 |

See accompanying notes to financial statements.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

| | June 30, 2021 | June 30, 2020 |
|--|---------------------|--------------------|
| REVENUES | | |
| Operating Revenues | | |
| Corporation for Public Broadcasting grant | \$ 120,557 | \$ 124,819 |
| In-kind contributions | 137,782 | 150,406 |
| Broadcast Education Media Commission grant | 31,350 | 34,246 |
| Underwriting revenue | 81,539 | 101,552 |
| Total Operating Revenues | 371,228 | 411,023 |
| EXPENSES | | |
| Operating Expenses | | |
| Program Services | | |
| Programming and production | 337,656 | 512,794 |
| Broadcasting | 124,480 | 199,959 |
| Program information | (7,966) | 77,032 |
| Traffic and continuity | (1,466) | 21,467 |
| Support Services | | |
| Management and general | 84,547 | 406,112 |
| Fund raising and membership development | 11,580 | 112,529 |
| Underwriting | (5,215) | 165,320 |
| Clerical | 7,820 | 137,477 |
| Depreciation | 31,824 | 38,397 |
| Total Operating Expenses | 583,260 | 1,671,087 |
| Operating Loss | (212,032) | (1,260,064) |
| NONOPERATING REVENUES (EXPENSES) | | |
| Federal appropriations | 166,757 | 75,000 |
| General appropriation from the University | 324,112 | 409,538 |
| Donated facilities and administrative support from the University | 84,054 | 268,849 |
| Membership revenue | 247,062 | 256,480 |
| Net revenues from fund raising | - | 7,660 |
| Private gifts | 111,678 | 43,889 |
| Investment income, net of investment expense | 72,744 | 15,025 |
| Net Nonoperating Revenues | 1,006,407 | 1,076,441 |
| Change in Net Position | 794,375 | (183,623) |
| NET POSITION | | |
| Net Position at Beginning of the Year | 848,704 | 1,032,327 |
| Net Position at End of the Year | \$ 1,643,079 | \$ 848,704 |

See accompanying notes to financial statements.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

| | June 30, 2021 | June 30, 2020 |
|---|---------------------|---------------------|
| Cash Flows from Operating Activities | | |
| Corporation for Public Broadcasting grant | \$ 120,557 | \$ 124,819 |
| Broadcast Educational Media Commission grant | 31,350 | 34,246 |
| Underwriting support | 80,921 | 109,630 |
| Payments to suppliers | (374,128) | (383,203) |
| Payments to employees | (333,865) | (423,513) |
| Payments for benefits | (141,948) | (170,684) |
| Total Cash Flows Used in Operating Activities | (617,113) | (708,705) |
| Cash Flows from Noncapital Financing Activities | | |
| Federal appropriations | 166,757 | 75,000 |
| General appropriation from the University | 324,112 | 409,538 |
| Membership receipts | 247,582 | 254,283 |
| Fundraising receipts | - | 10,930 |
| Payments for fundraising | - | (3,270) |
| Private gifts | 111,678 | 43,889 |
| Total Cash Flows Provided by Noncapital Financing Activities | 850,129 | 790,370 |
| Cash Flows from Investing Activities | | |
| Interest on investments | 72,792 | 15,129 |
| Purchase of investments | (62,699) | (5,491) |
| Total Cash Flows Provided by Investing Activities | 10,093 | 9,638 |
| Cash Flows from Capital and Related Financing Activities | | |
| Purchase of capital assets | - | (100,364) |
| Total Cash Flows Used by Capital and Related Financing Activities | - | (100,364) |
| Change in Cash and Cash Equivalents | 243,109 | (9,061) |
| Cash and Cash Equivalents, Beginning of Year | 1,660,924 | 1,669,985 |
| Cash and Cash Equivalents, End of Year | \$ 1,904,033 | \$ 1,660,924 |
| Reconciliation of Operating Loss to Net Cash Used in Operating Activities | | |
| Operating loss | \$ (212,032) | \$ (1,260,064) |
| Adjustments to reconcile operating loss to net cash used in operating activities: | | |
| Depreciation | 31,824 | 38,397 |
| Donated facilities and administrative support from the University | 84,054 | 268,849 |
| Changes in assets and liabilities: | | |
| Accounts receivable, net | 311 | 9,118 |
| Net OPEB asset | (42,751) | - |
| Accounts payable, payroll liabilities, compensated absences, and unearned revenue | (36,000) | 398 |
| Net pension/OPEB liability | (650,161) | (176,978) |
| Deferred outflows-pension and OPEB | 81,204 | 222,877 |
| Deferred inflows-pension and OPEB | 126,438 | 188,698 |
| Net Cash Flows Used in Operating Activities | \$ (617,113) | \$ (708,705) |

See accompanying notes to financial statements.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Note 1 – Organization and Summary of Significant Accounting Policies

Organization and Basis of Presentation

WYSU-FM Youngstown State University Radio (WYSU-FM or the Station) is operated as a department of the Division of University Relations at Youngstown State University (the University or YSU) and is subject to the policies established by the University's Board of Trustees. The Station reports annually to the Corporation for Public Broadcasting (CPB).

The financial statements of the Station are intended to present the financial position, the changes in financial position and cash flows, of only that portion of the activities of Youngstown State University that is attributable to the transactions of the Station. They do not purport to, and do not present fairly the financial position of Youngstown State University as of June 30, 2021 and 2020, and the changes in its financial position and its cash flows, for the years then ended in accordance with accounting principles generally accepted in the United States of America.

The financial statements of the Station have been prepared in accordance with accounting principles generally accepted in the United States of America as prescribed by the Government Accounting Standards Board (GASB).

As required by the GASB, resources are classified for accounting and reporting purposes into the following four net position categories:

- Net investment in capital assets - Capital assets, net of accumulated depreciation, reduced by outstanding principal balances of debt attributable to the acquisition, construction or improvement of those assets.
- Restricted, nonexpendable - Resources subject to externally imposed stipulations that they be maintained permanently by the Station. Such resources include the Station's permanent endowment funds.
- Restricted, expendable - Resources whose use by the Station is subject to externally imposed stipulations that can be fulfilled by actions of the Station pursuant to those stipulations or that expire by the passage of time. Such resources include the restricted portion of the CPB's Radio Community Service Grant, donations, and endowment earnings.
- Unrestricted - Resources that are not subject to externally imposed stipulations. Unrestricted resources may be designated for specific purposes by action of management, Board of Trustees or may otherwise be limited by contractual agreements with outside parties. Substantially all unrestricted resources are designated for Station programs, initiatives, and capital projects.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Summary of Significant Accounting Policies

The accompanying financial statements have been prepared using the economic resource measurement focus and the accrual basis of accounting. The Station reports as a business-type activity, as defined by the GASB. Business-type activities are those that are financed in whole or in part by fees charged to external parties for goods or services.

Cash and Cash Equivalents - The Station considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Cash and cash equivalents are stated at cost, which approximates fair value and excludes amounts restricted by board designation or whose use is limited.

Investments - Investments are reported at fair value based on quoted market prices. Changes in unrealized gains (losses) on the carrying value of investments are reported as a component of investment income in the Statement of Revenues, Expenses, and Changes in Net Position. Restricted investments are comprised of endowment corpus and related spending funds.

Endowment Policy - Under Ohio law set forth in the Uniform Prudent Management of Institutional Funds Act (UPMIFA), as adopted in Ohio in 2009, the Board acts in a fiduciary capacity as trustee of its endowment funds. UPMIFA requires the Board to exercise its fiduciary duties prudently and consider both the charitable purposes and needs of the University and the purposes of the specific endowment regarding current expenditures and preservation of the purchasing power of the funds. The University Endowment Fund consists of 92 named funds, which includes the Station's endowment. Each named fund is assigned a number of shares in the University Endowment Fund based on the value of the gifts to that named fund. The University's endowment spending policy states that annual distributions each fiscal year are set to 5% of the twelve-quarter average of the market value for the preceding twelve calendar quarters. In calculating the twelve-quarter average, census dates of March 31, June 30, September 30, and December 31 for the previous three years shall be used. Distributions greater than the calculated amount require written justification and Board of Trustees' approval.

Accounts Receivable - Accounts receivable consist of underwriting charges for various Station programs and amounts due from private sources in connection with reimbursement of allowable expenses under the applicable Station grants and contracts. Also included are gifts received by the Youngstown State University Foundation (YSUF or Foundation) in the month of June on behalf of the Station, in accordance with a development services agreement between the University and the Foundation. Accounts are recorded net of allowance for uncollectible accounts.

Pledges Receivable - The University has a development services agreement with the Foundation. As part of the agreement, non-fundraising pledges are recorded by the Foundation. Payments on those pledges are collected by the Foundation and remitted to the Station on a monthly basis. Pledges receivable consist of transactions relating to fundraising activities. The Station receives pledges of financial support from corporations, foundations, and individuals. Revenue is recognized when a pledge representing an unconditional promise to pay is received and all

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

eligibility requirements have been met. In the absence of a conditional pledge, revenue is recognized when the gift is received. Pledges are recorded net of an allowance for uncollectible amounts and are discounted to net present value.

Capital Assets - Capital assets are comprised of equipment and stated at cost or acquisition value at date of gift. The capitalization threshold for equipment is \$5,000. Depreciation is computed using the straight-line method over the estimated useful life of the asset. The estimated useful life for equipment is 3 to 7 years. The antenna and tower are depreciated over 10 years.

When capital assets are sold, or otherwise disposed of, the carrying value of such assets and any accumulated depreciation is removed from asset accounts and net investment in capital assets. The costs of normal maintenance and repairs that do not add to the value of the capital asset or materially extend the capital asset's life are expensed when incurred.

Unearned Revenue - Unearned revenue includes certain underwriting amounts received prior to the end of the fiscal year that relate to the subsequent accounting period. Unearned revenue at June 30, 2021 and June 30, 2020 were \$12,411 and \$13,340, respectively.

Compensated Absences - Accumulated unpaid vacation and sick leave benefits are recorded as required by the GASB. The Station uses the termination method to accrue sick leave compensated absences on the Statement of Net Position. Station employees earn vacation and sick leave benefits based, in part, on length of service. Vacation pay is fully vested when earned. Upon separation from service, employees are paid accumulated vacation and sick pay based upon the nature of the separation (death, retirement, or termination). Certain limitations have been placed on hours of vacation and sick leave that employees may accumulate and carry over for payment at death, retirement or termination. Unused hours exceeding these limitations are forfeited.

Deferred Outflows and Inflows of Resources - Deferred outflows of resources represent the consumption of resources that are applicable to a future reporting period, but do not require further exchange of goods or services. Deferred inflows of resources represent the acquisition of resources that are applicable to a future resource period. Deferred outflows and inflows of resources in the Station's financial statements relate to the Ohio Public Employees Retirement System (OPERS) pension/OPEB plan.

Pensions/OPEB - For purposes of measuring the net pension/OPEB asset/liability, deferred outflows of resources and deferred inflows of resources related to pensions/OPEB, pension/OPEB expense, information about the fiduciary net position of the pension/OPEB plans, and additions to/deductions from their fiduciary net position have been determined on the same basis as they are reported by the pension/OPEB plan, which use the economic resources measurement focus and the full accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

General Appropriation from the University - The general appropriation represents support from the University for salaries and operating expenses not provided through other sources.

Donated Facilities and Administrative Support - Donated facilities and administrative support represent the Station's allocated amounts of institutional support and donated facilities and is recorded as non-operating revenue and expenses in the Statement of Revenue, Expenses, and Changes in Net Position. Administrative support is based on the Station's pro-rata share of the University's total salaries, wages, and administrative expenses. Donated facilities are the Station's pro-rata share of the University's total plant expenses along with calculated occupancy costs.

Income Taxes - The Internal Revenue Service has ruled that the University's income is generally exempt from Federal income taxes under Section 115 of the Internal Revenue Code. The University is subject to tax on unrelated business income.

Measurement Focus and Financial Statement Presentation - Operating revenues and expenses result from providing programming, production, and broadcasting support for the Station. The principal operating revenues include two grants, one from the CPB and one from the Broadcast Educational Media Commission (BEMC), along with underwriting revenue from area businesses. Principal operating expenses include programming, production, broadcasting, fundraising, and management services and support. The principal non-operating revenues are the general appropriation from the University and membership support.

Release of Restricted Funds - When an expense is incurred for purposes for which both restricted and unrestricted resources are available, it is the Station's policy to apply restricted resources first, then unrestricted resources as needed.

Management's Estimates - The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and disclosures in the notes to financial statements. Actual results could differ from these estimates.

Adoption of New Accounting Pronouncements - In fiscal year 2021, the provisions of the following GASB Statements became effective:

- GASB Statement No. 84, *Fiduciary Activities*, issued January 2017. As a result of the adoption of GASB Statement No. 95, the requirements of this Statement are now effective for reporting periods beginning after December 15, 2019. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

- GASB Statement No. 90, *Majority Equity Interests-an amendment of GASB Statements No. 14 and No. 61*, issued August 2018. As a result of adoption of GASB Statement No. 95, the requirements of this Statement are effective for reporting periods beginning after December 15, 2019. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units.
- GASB Statement No. 93, *Replacement of Interbank Offered Rates*, issued March 2020. As a result of the adoption of GASB Statement No. 95, certain requirements of this Statement are now effective for reporting periods beginning after June 15, 2021. Some governments have entered into agreements in which variable payments made or received depend on an interbank offer rate. As a result of global reference rate reform, some rates are expected to cease to exist prompting governments to amend or replace financial instruments.

Adoption of above standards had no impact on net position.

Upcoming Accounting Pronouncements – As of the report date, the GASB issued the following statements not yet implemented by the Station:

- GASB Statement No. 87, *Leases*, issued June 2017. As a result of the adoption of GASB Statement No. 95, the requirements of this Statement are now effective for reporting periods beginning after June 15, 2021. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments.
- GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, issued June 2018. As a result of GASB Statement No. 95, the requirements of this Statement are effective for reporting periods beginning after December 15, 2020. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.
- GASB Statement No. 91, *Conduit Debt Obligations*, issued May 2019. As a result of the adoption of GASB Statement No. 95, the requirements of this Statement are effective for reporting periods beginning after December 15, 2021. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with commitments extended by issuers, arrangements associated with conduit debt obligations, and related note disclosures.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

- GASB Statement No. 92, *Omnibus 2020*, issued January 2020. As a result of the adoption of GASB Statement No. 95, the requirements of this Statement are effective for fiscal years beginning after June 15, 2022. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements.
- GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, issued March 2020. The requirements of this Statement are effective for fiscal years beginning after June 15, 2022. The primary objective of this Statement is to improve the financial reporting of addressing issues related to public-private and public-public partnership agreements.
- GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, issued May 2020. The requirements of this Statement are effective for fiscal years beginning after June 15, 2022. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements for government end users.
- GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans-an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*, issued June 2020. The requirements of this Statement are effective for fiscal years beginning after June 15, 2021. The primary objectives of this Statement are to increase consistency and comparability related to the reporting of fiduciary component units; mitigate costs associated with the reporting of certain defined contribution pension plans; and enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans.

The Station has not yet determined the effect these Statements will have on the Station's financial statements and disclosures.

Note 2 – Cash and Cash Equivalents

For financial statement presentation purposes, cash in banks has been combined with the University's cash equivalents and temporary investments.

Depository funds held in the name of the University are secured by a pool of securities with a value of at least 105% of the total value of monies on deposit at the depository bank. All collateral, both specific and pooled, is held by the Federal Reserve Bank or by a designated trustee as agent for the public depositories used by the University.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

The University's cash and cash equivalents at June 30, 2021 and June 30, 2020 consisted of the following:

| | 2021 | 2020 |
|--|----------------------|---------------------|
| Carrying Amount (Cash and cash equivalents) | <u>\$ 26,292,042</u> | <u>\$ 5,791,497</u> |
| FDIC Insured | \$ 678,409 | \$ 804,129 |
| Uninsured but collateralized by pools of securities pledged by the depository banks | 821,090 | 2,701,909 |
| Uninsured but assets held in name of YSU not pledged as collateral elsewhere | <u>26,609,707</u> | <u>3,093,179</u> |
| Bank Balance | <u>\$ 28,109,206</u> | <u>\$ 6,599,217</u> |

The difference in carrying amount and bank balance is caused by items in transit and outstanding checks. Deposits held in safekeeping by a bank, as trustee or escrow agent, included in cash totaled \$17,930 at June 30, 2021 and \$17,929 at June 30, 2020, which approximates market. These deposits, including interest on the investments, are retained in the trust for projects funded by bond proceeds and payment of principal and interest on outstanding indebtedness. The University's STAR Plus account deposits are federally insured and totaled \$0 at June 30, 2021 and \$54,129 at June 30, 2020.

The Station's cash and cash equivalents are included in these totals and were \$1,904,033 and \$1,660,924 at June 30, 2021 and June 30, 2020, respectively.

Credit risk for deposits is the risk that, in the event of a bank failure, the University's deposits may not be returned to the University. At June 30, 2021 and June 30, 2020, all uncollateralized or uninsured deposits of the University are exposed to credit risk. The University's investment policy and asset allocation guidelines facilitate the management and monitoring of credit risk.

Note 3 - Investments

The University's investment policy authorizes the University to invest non-endowed and endowed University funds in compliance with provisions of the Ohio Revised Code including House Bill 524, Section 3345.05 of the Ohio Revised Code, and all other applicable laws and regulations.

In accordance with the Policies of the Board of Trustees of the University, investment types are not specifically limited but shall be made with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Furthermore, investments shall be managed for the use and benefit of the University in a diversified portfolio that focuses, over time, on the preservation of capital, minimization of cost and risk, and maintenance of required levels of liquidity in the overall portfolio to meet cash flow requirements.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

The University utilizes an investment advisor and investment managers for endowment funds. University endowment investments were \$14,396,209 as of June 30, 2021 and \$10,915,812 as of June 30, 2020. The Station's restricted investments represent WYSU-FM's endowment fund, which includes endowment corpus and undistributed investment earnings. Investment income is allocated to the Station's endowment fund on a monthly basis based on the value of WYSU-FM's endowment fund in relation to the total value of the University's endowments. The fair value of the Station's endowment investments was \$283,921 as of June 30, 2021 and \$221,222 as of June 30, 2020.

The Station's investments measured and reported at fair value are classified according to the following hierarchy:

Level 1 – Investments reflect prices quoted in active markets.

Level 2 – Investments reflect prices that are based on a similar observable asset either directly or indirectly, which may include inputs in markets that are not considered to be active.

Level 3 – Investments reflect prices based upon unobservable sources.

The categorization of investments within the hierarchy is based upon the pricing transparency of the instrument and should not be perceived as the particular investment's risk.

Assets classified in Level 1 of the fair value hierarchy are valued directly from a primary external pricing vendor. Level 2 inputs are valued using a matrix pricing model.

As of June 30, 2021, the Station had the following investments measured at fair value:

| | Fair Value Measurement | | | Total |
|-----------------------------|------------------------|------------------|-------------|-------------------|
| | Level 1 | Level 2 | Level 3 | |
| U.S. Government Obligations | \$ - | \$ 5,962 | \$ - | \$ 5,962 |
| Corporate Bonds | - | 13,346 | - | 13,346 |
| U.S. Government Bonds | - | 3,123 | - | 3,123 |
| Bond Mutual Funds | 2,555 | - | - | 2,555 |
| Preferred Stock | - | 2,271 | - | 2,271 |
| Common Stock | 199,596 | - | - | 199,596 |
| Equity Mutual Funds | 57,068 | - | - | 57,068 |
| Totals | \$ 259,219 | \$ 24,702 | \$ - | \$ 283,921 |

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

As of June 30, 2020, the Station had the following investments measured at fair value:

| | Fair Value Measurement | | | Total |
|-----------------------------|------------------------|------------------|-------------|-------------------|
| | Level 1 | Level 2 | Level 3 | |
| U.S. Government Obligations | \$ - | \$ 6,194 | \$ - | \$ 6,194 |
| Corporate Bonds | - | 25,441 | - | 25,441 |
| U.S. Government Bonds | - | 3,982 | - | 3,982 |
| Bond Mutual Funds | 3,761 | - | - | 3,761 |
| Preferred Stock | - | 4,203 | - | 4,203 |
| Common Stock | 145,564 | - | - | 145,564 |
| Equity Mutual Funds | 32,077 | - | - | 32,077 |
| Totals | \$ 181,402 | \$ 39,820 | \$ - | \$ 221,222 |

As of June 30, 2021, the Station had the following investments and maturities using the segmented time distribution method:

| Investment Type | Fair Value | Investment Maturities (in Years) | | | |
|-----------------------------|-------------------|----------------------------------|-----------------|-------------|--------------|
| | | Less than 1 | 1-5 | 6-10 | More than 10 |
| U.S. Government Obligations | \$ 5,962 | \$ 5,962 | \$ - | \$ - | \$ - |
| Corporate Bonds | 13,346 | 5,111 | 8,235 | - | - |
| U.S. Government Bonds | 3,123 | 3,123 | - | - | - |
| Bond Mutual Funds | 2,555 | 2,555 | - | - | - |
| Preferred Stock | 2,271 | 2,271 | - | - | - |
| Common Stock | 199,596 | 199,596 | - | - | - |
| Equity Mutual Funds | 57,068 | 57,068 | - | - | - |
| Totals | \$ 283,921 | \$ 275,686 | \$ 8,235 | \$ - | \$ - |

All callable stocks were assumed to mature in less than one year.

As of June 30, 2020, the Station had the following investments and maturities using the segmented time distribution method:

| Investment Type | Fair Value | Investment Maturities (in Years) | | | |
|-----------------------------|-------------------|----------------------------------|------------------|-----------------|--------------|
| | | Less than 1 | 1-5 | 6-10 | More than 10 |
| U.S. Government Obligations | \$ 6,194 | \$ - | \$ 6,194 | \$ - | \$ - |
| Corporate Bonds | 25,441 | 11,282 | 14,159 | - | - |
| U.S. Government Bonds | 3,982 | - | 1,991 | 1,991 | - |
| Bond Mutual Funds | 3,761 | 3,761 | - | - | - |
| Preferred Stock | 4,203 | 4,203 | - | - | - |
| Common Stock | 145,564 | 145,564 | - | - | - |
| Equity Mutual Funds | 32,077 | 32,077 | - | - | - |
| Totals | \$ 221,222 | \$ 196,887 | \$ 22,344 | \$ 1,991 | \$ - |

All callable stocks were assumed to mature in less than one year.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

As of June 30, 2021, investments had the following quality credit ratings:

| Investment Type | Fair Value | Aaa | Aa | A | Baa | Unrated |
|-----------------------|------------------|-----------------|-----------------|-----------------|-----------------|--------------|
| Corporate Bonds | \$ 13,346 | \$ 5,286 | \$ - | \$ 8,060 | \$ - | \$ - |
| U.S. Government Bonds | 3,123 | - | 3,123 | - | - | - |
| Bond Mutual Funds | 2,555 | 49 | - | - | 2,478 | 28 |
| Totals | \$ 19,024 | \$ 5,335 | \$ 3,123 | \$ 8,060 | \$ 2,478 | \$ 28 |

As of June 30, 2020, investments had the following quality credit ratings:

| Investment Type | Fair Value | Aaa | Aa | A | Baa | Unrated |
|-----------------------|------------------|-----------------|------------------|------------------|-----------------|---------------|
| Corporate Bonds | \$ 25,441 | \$ 5,602 | \$ 6,239 | \$ 13,600 | \$ - | \$ - |
| U.S. Government Bonds | 3,982 | - | 3,982 | - | - | - |
| Bond Mutual Funds | 3,761 | 1,701 | 105 | 375 | 1,420 | 160 |
| Totals | \$ 33,184 | \$ 7,303 | \$ 10,326 | \$ 13,975 | \$ 1,420 | \$ 160 |

Interest Rate Risk - Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The University's investment policy and asset allocation guidelines facilitate the management and monitoring of its exposure to fair value losses arising from increasing interest rates.

Credit Risk - Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Credit quality, as commonly expressed in terms of credit ratings issued by nationally recognized statistical rating organizations such as Moody's Investors Services, Standard & Poor's or Fitch rating provides a current depiction of potential variable cash flows and credit risk. The University's investment policy and asset allocation guidelines contain provisions to manage credit risk.

Custodial Credit Risk - Custodial credit risk is the risk that in the event of the failure of the counterparty to a transaction, the University will not be able to recover the value of investments or collateral securities that are in the possession of an outside party. Investments that are both unregistered and uninsured are exposed to custodial credit risk if investments are held by the counterparty or are held by the counterparty's trust department or agent but not in the name of the University. At June 30, 2021 and 2020, the University had no exposure to custodial credit risk. The University does not address custodial credit risk in its investment policy and asset allocation guidelines.

Concentration of Credit Risk - Concentration of credit risk is the risk of loss attributed to the magnitude of investment in a single issuer. As of June 30, 2021, \$5,647,949 or 7% of the University's portfolio was held in an intermediate bond fund compared to \$5,577,910 or 8% at June 30, 2020.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Foreign Currency Risk - Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment or deposit. At June 30, 2021 and 2020, the University had no material exposure to foreign currency risk. The University does not address foreign currency risk in its investment policy and asset allocation guidelines.

Note 4 – Capital Assets

Capital assets activity for the year ended June 30, 2021 was as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance |
|--------------------------------|----------------------|--------------------|----------------|-------------------|
| Depreciable assets: | | | | |
| Antenna and tower | \$ 600,660 | \$ - | \$ 47,681 | \$ 552,979 |
| Studio and broadcast equipment | 281,731 | - | 148,699 | 133,032 |
| Total cost | <u>882,391</u> | <u>-</u> | <u>196,380</u> | <u>686,011</u> |
| Less: Accumulated depreciation | 729,155 | 31,824 | 196,380 | 564,599 |
| Capital assets, net | <u>\$ 153,236</u> | <u>\$ (31,824)</u> | <u>\$ -</u> | <u>\$ 121,412</u> |

Capital assets activity for the year ended June 30, 2020 was as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance |
|--------------------------------|----------------------|------------------|-------------|-------------------|
| Depreciable assets: | | | | |
| Antenna and tower | \$ 512,606 | \$ 88,054 | \$ - | \$ 600,660 |
| Studio and broadcast equipment | 269,421 | 12,310 | - | 281,731 |
| Total cost | <u>782,027</u> | <u>100,364</u> | <u>-</u> | <u>882,391</u> |
| Less: Accumulated depreciation | 690,758 | 38,397 | - | 729,155 |
| Capital assets, net | <u>\$ 91,269</u> | <u>\$ 61,967</u> | <u>\$ -</u> | <u>\$ 153,236</u> |

Note 5 – Compensated Absences

Compensated Absences at June 30, 2021 and June 30, 2020 were as follows:

| | 2021 | 2020 |
|--|------------------|------------------|
| Beginning Balance | \$ 67,069 | \$ 77,670 |
| Additions | - | - |
| Reductions | 22,549 | 10,601 |
| Ending Balance | <u>44,520</u> | <u>67,069</u> |
| Less: current portion | 6,272 | 5,618 |
| Compensated Absences, noncurrent portion | <u>\$ 38,248</u> | <u>\$ 61,451</u> |

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Note 6 – Employee Benefit Plans

Plan Descriptions

The Station participates in the Ohio Public Employees Retirement System (OPERS), statewide, cost-sharing, multiple-employer defined benefit public employee retirement system governed by the Ohio Revised Code (ORC) that covers all employees of the Station. The system has multiple retirement plan options available to its members, with three options. The system provides retirement, survivor, and disability benefits to plan members and their beneficiaries. The system also provides post-employment health care benefits (including Medicare B premiums) to retirees and beneficiaries who elect to receive those benefits.

The retirement system issues a publicly available financial report that includes financial statements and required supplementary information for the pension and post-employment health care plans. The report may be obtained by contacting:

Ohio Public Employees Retirement System
277 East Town Street
Columbus, Ohio 43215
(800) 222-7377
www.opers.org

Contributions

State retirement law requires contributions by covered employees and their employers, and Chapter 3307 of the Ohio Revised Code (ORC) limits the maximum rate of contributions. The retirement board of the system sets contributions rates within the allowable limits. The adequacy of employer contribution rates is determined annually by actuarial valuation using the entry age normal cost method. Under these provisions, the Station's contribution is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance a portion of the unfunded accrued liability.

Member contributions are set at the maximums authorized by the ORC. The plan's 2021 and 2020 employer and member contribution rates on covered payroll to each system are:

| | Employer Contribution Rate | | | | | Member Contribution Rate |
|-------------------|----------------------------|----------------------------|----------------|------------|-------|--------------------------|
| | Pension | Post-Retirement Healthcare | Death Benefits | Medicare B | Total | Total |
| OPERS-State/Local | 14.0% | 0.0% | 0.0% | 0.0% | 14.0% | 10.0% |

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

The required and actual contributions to the plans are:

| | 2021 | | 2020 | |
|-------|-----------|------|-----------|------|
| | Pension | OPEB | Pension | OPEB |
| OPERS | \$ 46,172 | - | \$ 57,331 | - |

Benefits Provided

OPERS

Plan benefits are established under Chapter 145 of the ORC, as amended by Substitute Senate Bill 343 in 2012. The requirements to retire depends on years of service (5 to 30 years) and from attaining the age of 48 to 62, depending on when the employee became a member. Members retiring before age 65 with less than 30 years' service credit receive a percentage reduction in benefit, except for public safety and law enforcement participants. Member retirement benefits are calculated on a formula that considers years of service (5-30 years), age (48-62 years) and final average salary, using a factor ranging from 1 percent to 2.5 percent.

A plan member who becomes disabled before age 60 or at any age, depending on when the member entered the plan, and has completed 60 contributing months is eligible for a disability benefit.

A death benefit of \$500 - \$2,500 is determined by the number of years of service credit of the retiree. Benefits may transfer to a beneficiary upon death with 1.5 years of service credits with the plan obtained within the last 2.5 years, except for law enforcement and public safety personnel who are eligible immediately upon employment.

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance subsequent to the employee's retirement date. The annual adjustment, if applicable, is 3 percent, or an amount based on the average percentage increase in the Consumer Price Index, capped at 3 percent.

Net Pension Liability, Deferrals, and Pension Expense

At June 30, 2021 and 2020, the Station reported a liability for its proportionate share of the net pension liability of OPERS. For June 30, 2021, the net pension liability was measured as of December 31, 2020. For June 30, 2020, the net pension liability was measured as of December 31, 2019. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. The University's proportion of the net pension liability was based on a projection of its long-term share of contributions to the pension plan relative to the projected contributions of all participating reporting units, actuarially determined. At June 30, 2021 and 2020, the University's proportionate share of the net pension liability was 0.223% and 0.245%, respectively. The amount the University allocated to the Station is based on total retirement contributions for the Station's employees as a percentage of the total retirement contributions for the University. At June 30, 2021 and 2020, the Station's allocation of the University's proportion was 1.08% and 1.23%, respectively.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

| Plan | Measurement Date | Net Pension Liability | | Proportionate Share | | Change 2020-21 | Change 2019-20 |
|-------|------------------|-----------------------|------------|---------------------|-----------|----------------|----------------|
| | | 2021 | 2020 | 2021 | 2020 | | |
| OPERS | December 31 | \$ 349,841 | \$ 588,367 | 0.002413% | 0.003009% | -0.000596% | -0.000195% |

For the years ended June 30, 2021 and 2020, the Station recognized pension expense of (\$111,158) and \$68,393, respectively. These expenses are the result of changes in the deferred outflows/inflows and liabilities related to pension. Due to the pension asset income pickup in fiscal year 2021, Program information expenses and Traffic and continuity expenses included in Program Services expenses as well as Underwriting expenses included in Support Services expenses are all presenting as negative expenses on the Statements of Revenues, Expenses and Changes in Net Position. The Station has no control over the factors affecting these changes. At June 30, 2021 and 2020, the Station reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

| | 2021 | | 2020 | |
|---|--------------------------------|-------------------------------|--------------------------------|-------------------------------|
| | Deferred Outflows of Resources | Deferred Inflows of Resources | Deferred Outflows of Resources | Deferred Inflows of Resources |
| Differences between expected and actual experience | \$ 145 | \$ 16,786 | \$ 219 | \$ 9,280 |
| Changes of assumptions | 587 | - | 32,603 | - |
| Net difference between projected and actual earnings on pension plan investments | - | 141,465 | - | 119,844 |
| Changes in proportion and differences between University contributions and proportionate share of contributions | 204 | 37,725 | 213 | 22,635 |
| University contributions subsequent to the measurement date | 27,761 | - | 32,641 | - |
| Totals | \$ 28,697 | \$ 195,976 | \$ 65,676 | \$ 151,759 |

Amounts reported as deferred outflows of resources/ (deferred inflows of resources) related to pensions will be recognized in pension expense as follows:

| Year Ended June 30 | Amount |
|--------------------|---------------------|
| 2022 | \$ (86,843) |
| 2023 | (30,479) |
| 2024 | (57,837) |
| 2025 | (19,460) |
| 2026 | (174) |
| Thereafter | (247) |
| Totals | \$ (195,040) |

In addition, the contributions subsequent to the measurement date will be included as a reduction of the net pension liability in the next year.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Net OPEB Liability/(Asset), Deferrals, and OPEB Expense

At June 30, 2021, the Station reported an (asset) for its proportionate share of the net OPEB (asset) of OPERS. For June 30, 2021, the net OPEB (asset) was measured as of December 31, 2020. For June 30, 2020, the net OPEB liability was measured as of December 31, 2019. The total OPEB liability/(asset) used to calculate the net OPEB liability/(asset) was determined by an actuarial valuation dated December 31, 2019 and 2018, respectively, rolled forward to the measurement date by incorporating the expected value of health care cost accruals, the actual health care payments, and interest accruals during the year for the defined benefit health care plans.

Typically, the Station's proportion of the net OPEB liability/(asset) would be based on a projection of its long-term share of contributions to the OPEB plan relative to the projected contributions of all participating reporting units, actuarially determined, except as noted below.

For plan years ending December 31, 2020 and 2019, OPERS did not allocate employer contributions to the OPEB plan. Therefore, OPERS' calculation of the employers' proportionate share is based on total contributions to the plan for both pension and OPEB.

At June 30, 2021 and 2020, the University's proportionate share of the net OPEB liability (asset) was 0.222% and 0.242%, respectively. The amount the University allocated to the Station is based on total retirement contributions for the Station's employees as a percentage of the total retirement contributions for the University. At June 30, 2021 and 2020, the Station's allocation of the University's proportion was 1.08% and 1.23%, respectively.

| Plan | Measurement Date | Net OPEB Liability (Asset) | | Proportionate Share | | Change | |
|-------|------------------|----------------------------|------------|---------------------|-----------|------------|-----------|
| | | 2021 | 2020 | 2021 | 2020 | 2020-21 | 2019-20 |
| OPERS | December 31 | \$ (42,751) | \$ 411,635 | 0.000310% | 0.002980% | -0.002670% | 0.000655% |

For the years ended June 30, 2021 and 2020, the Station recognized OPEB expense of (\$327,940) and \$223,535, respectively. These expenses are the result of changes in the deferred outflows/inflows and liabilities/assets related to OPEB. Due to the pension asset income pickup in fiscal year 2021, Program information expenses and Traffic and continuity expenses included in Program Services expenses as well as Underwriting expenses included in Support Services expenses are all presenting as negative expenses on the Statements of Revenues, Expenses and Changes in Net Position. The Station has no control over the factors affecting these changes. At June 30, 2021 and 2020, the Station reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

| | 2021 | | 2020 | |
|---|--------------------------------------|-------------------------------------|--------------------------------------|-------------------------------------|
| | Deferred Outflows of Resources | Deferred Inflows of Resources | Deferred Outflows of Resources | Deferred Inflows of Resources |
| Differences between expected and actual experience | \$ - | \$ 38,580 | \$ 11 | \$ 37,644 |
| Changes of assumptions | 21,016 | 69,267 | 65,155 | - |
| Net difference between projected and actual earnings on OPEB investments | - | 22,769 | - | 20,960 |
| Changes in proportion and differences between University contributions and proportionate share of contributions | 2 | 23,044 | 77 | 12,835 |
| University contributions subsequent to the measurement date | - | - | - | - |
| Totals | \$ 21,018 | \$ 153,660 | \$ 65,243 | \$ 71,439 |

Amounts reported as deferred outflows of resources/ (deferred inflows of resources) related to OPEB will be recognized in OPEB expense as follows:

| Year Ended June 30 | Amount |
|--------------------|---------------------|
| 2022 | \$ (73,104) |
| 2023 | (46,961) |
| 2024 | (9,894) |
| 2025 | (2,683) |
| 2026 | - |
| Thereafter | - |
| Totals | \$ (132,642) |

In addition, if applicable, the contributions subsequent to the measurement date will be included as a reduction of the net OPEB liability in the next year.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Actuarial Assumptions

The total pension liability and OPEB liability is based on the results of an actuarial valuation and were determined using the following actuarial assumptions for the Station's current year.

| OPERS | |
|---------------------------------------|---|
| Valuation date - Pension | December 31, 2020 |
| Valuation date - OPEB | December 31, 2019 |
| Actuarial cost method | Individual entry age |
| Cost of living | .50% - 3.00% |
| Salary increases, including inflation | 3.25% - 10.75% |
| Inflation | 3.25% |
| Investment rate of return - Pension | 7.20%, net of investment expense, including inflation |
| Investment rate of return - OPEB | 6.00%, net of investment expense, including inflation |
| Health care cost trend rates | 8.5% initial, 3.50% ultimate in 2035 |
| Experience study date | Period of 5 years ended December 31, 2015 |
| Mortality basis | RP-2014 Healthy Annuitant Mortality Table |

The following are actuarial assumptions for the University's prior year:

| OPERS | |
|---------------------------------------|---|
| Valuation date - Pension | December 31, 2019 |
| Valuation date - OPEB | December 31, 2018 |
| Actuarial cost method | Individual entry age |
| Cost of living | 1.40% - 3.00% |
| Salary increases, including inflation | 3.25% - 10.75% |
| Inflation | 3.25% |
| Investment rate of return - Pension | 7.20%, net of investment expense, including inflation |
| Investment rate of return - OPEB | 6.00%, net of investment expense, including inflation |
| Health care cost trend rates | 10.5% initial, 3.50% ultimate in 2030 |
| Experience study date | Period of 5 years ended December 31, 2015 |
| Mortality basis | RP-2014 Healthy Annuitant Mortality Table |

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Pension Discount Rate

The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that employer contributions will be made at contractually required rates for all plans. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments for current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rates used to measure the total pension liability for OPERS were 7.20 percent for the plan years ended December 31, 2020 and 2019, respectively.

OPEB Discount Rate

The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that employer contributions will be made at contractually required rates for all plans. Plans that project fiduciary net position to be insufficient to make all projected future benefit payments for current active and inactive employees used a blended discount rate between the long-term expected rate of return on plan investments and a 20-year municipal bond rate applied to all periods of projected benefit payments to determine the total OPEB liability/(asset).

OPERS OPEB Discount Rate - The discount rates used to measure the total OPEB liabilities/(assets) were 6.00 percent and 3.16 percent for the plan years ended December 31, 2020 and 2019, respectively. At December 31, 2020, the fiduciary net position and future contributions were sufficient to finance health care costs through the year 2120. As a result, the actuarial assumed long-term expected rate of return on health care investments was applied to projected costs through the year 2120, the duration of the projection period through which projected health care payment are fully funded.

At December 31, 2019, the plan's fiduciary net position was projected to become insufficient to make all projected future benefit payments of 6.00 percent and the Fidelity 20-year Municipal General Obligation AA Index rate of 2.75 percent at December 31, 2019. The long-term expected rate of return on health care investments was applied to projected costs through the year 2034, and the municipal bond rate was applied to all health care costs after that date.

The long-term expected rate of return on pension plan and OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. OPERS has two different portfolios of investment, a defined benefit portfolio for pension and health care portfolio for OPEB. As a result, there are different target allocations and long-term expected real rates of return disclosed for each portfolio. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table as of the dates listed below:

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

| OPERS as of 12/31/20 | | | | |
|------------------------|----------------------|----------------------------|-----------------------|----------------------------|
| Investment Category | Pension Portfolio | | Health Care Portfolio | |
| | Target Allocation | Long-Term expected Real | Target Allocation | Long-Term expected Real |
| | | Rate of Return | | Rate of Return |
| Fixed income | 25.0% | 1.32% | 34.0% | 1.07% |
| Domestic Equities | 21.0% | 5.64% | 25.0% | 5.64% |
| Real Estate | 10.0% | 5.39% | 0.0% | 0.00% |
| Private Equity | 12.0% | 10.42% | 0.0% | 0.00% |
| International Equity | 23.0% | 7.36% | 25.0% | 7.36% |
| REITs | 0.0% | 0.00% | 7.0% | 6.48% |
| Other Investments | 9.0% | 4.75% | 9.0% | 4.02% |
| | <u>100.0%</u> | | <u>100.0%</u> | |

| OPERS as of 12/31/19 | | | | |
|------------------------|----------------------|----------------------------|-----------------------|----------------------------|
| Investment Category | Pension Portfolio | | Health Care Portfolio | |
| | Target Allocation | Long-Term expected Real | Target Allocation | Long-Term expected Real |
| | | Rate of Return | | Rate of Return |
| Fixed income | 25.0% | 1.83% | 36.0% | 1.53% |
| Domestic Equities | 19.0% | 5.75% | 21.0% | 5.75% |
| Real Estate | 10.0% | 5.20% | 0.0% | 0.00% |
| Private Equity | 12.0% | 10.70% | 0.0% | 0.00% |
| International Equity | 21.0% | 7.66% | 23.0% | 7.66% |
| REITs | 0.0% | 0.00% | 6.0% | 5.69% |
| Other Investments | 13.0% | 4.98% | 14.0% | 4.90% |
| | <u>100.0%</u> | | <u>100.0%</u> | |

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the Station calculated using the discount rate listed below, as well as what the Station's net pension liability would be if it were calculated using a discount rate that is 1.00 percentage-point lower or 1.00 percentage-point higher than the current rate.

| Plan | 2021 (\$ in thousands) | | | |
|-------|------------------------|-----------------------|-------------|-------|
| | 1% Decrease | Current Discount Rate | 1% Increase | |
| OPERS | 6.20% \$ 679 | 7.20% \$ 350 | 8.20% | \$ 77 |

| Plan | 2020 (\$ in thousands) | | | |
|-------|------------------------|-----------------------|-------------|--------|
| | 1% Decrease | Current Discount Rate | 1% Increase | |
| OPERS | 6.20% \$ 978 | 7.20% \$ 588 | 8.20% | \$ 238 |

Sensitivity of the net OPEB liability(asset) to changes in the discount rate

The following presents the net OPEB liability/(asset) of the Station, calculated using the discount rate listed below, as well as what the Station's net OPEB liability/(asset) would be if it were calculated using a discount rate that is 1.00 percentage point lower or 1.00 percentage point higher than the current rate:

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

| Plan | 1% Decrease | | 2021 (\$ in thousands) | | 1% Increase | |
|-------|-------------|---------|------------------------|---------|-------------|---------|
| | | | Current Discount Rate | | | |
| OPERS | 2.16% | \$ (11) | 3.16% | \$ (43) | 4.16% | \$ (69) |

| Plan | 1% Decrease | | 2020 (\$ in thousands) | | 1% Increase | |
|-------|-------------|--------|------------------------|--------|-------------|--------|
| | | | Current Discount Rate | | | |
| OPERS | 2.16% | \$ 539 | 3.16% | \$ 412 | 4.16% | \$ 310 |

Sensitivity of the net OPEB liability/(asset) to changes in the health care cost trend rate

The following presents the net OPEB liability of the Station, calculated using the healthcare cost trend rate listed below, as well as what the Station's net OPEB liability/(asset) would be if it were calculated using a health care cost trend rate that is 1.00 percentage point lower or 1.00 percentage point higher than the current rate:

| Plan | 1% Decrease | | 2021 (\$ in thousands) | | 1% Increase | |
|-------|-------------|--------|------------------------|--------|-------------|--------|
| | | | Current Trend Rate | | | |
| OPERS | | (\$44) | | (\$43) | | (\$42) |

| Plan | 1% Decrease | | 2020 (\$ in thousands) | | 1% Increase | |
|-------|-------------|-------|------------------------|-------|-------------|-------|
| | | | Current Trend Rate | | | |
| OPERS | | \$399 | | \$412 | | \$424 |

Pension plan and OPEB plan fiduciary net position

Detailed information about the pension plan's fiduciary net position is available in the separately issued OPERS financial report.

Benefit changes

Effective in 2022, OPERS will replace the current self-insured group plan with a marketplace concept for pre-Medicare retirees.

Assumption changes

During the measurement period ended December 31, 2020, certain assumption changes were made by the plan. The OPERS OPEB discount rate was increased from 3.16 percent to 6.00 percent, which impacted the annual actuarial valuation for OPEB prepared as of December 31, 2020. The OPERS OPEB discount rate was reduced from 3.96 percent to 3.16 percent, which impacted the annual actuarial valuation for OPEB prepared as of December 31, 2019.

Payable to the Pension Plan and OPEB Plan

The Station reported a payable of \$7,751 and \$4,053 for the outstanding amount of contributions to the OPERS pension plan required for the years ended June 30, 2021 and June 30, 2020, respectively.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Defined Contribution Pension Plan

The Alternative Retirement Plan (ARP) is a defined contribution pension plan, under IRS Section 401(a), and established by Ohio Amended Substitute House Bill 586 (ORC 3305.02) on March 31, 1997, for public institutions of higher education. The University's Board of Trustees adopted the University's plan on December 11, 1998. Full-time employees are eligible to choose a provider, in lieu of OPERS, from the list of nine providers currently approved by the Ohio Department of Insurance and who hold agreements with the University. Employee and employer contributions equal to those required by OPERS are required for the ARP, less any amounts required to be remitted to the state retirement system in which the employee would otherwise have been enrolled.

Eligible employees have 120 days from their date of hire to make an irrevocable election to participate in the ARP. Under this plan, employees who would have otherwise been required to be in OPERS, and who elect to participate in the ARP, must contribute the employee's share of retirement contributions to one of nine private providers approved by the Ohio Department of Insurance. The legislation mandates that the employer must contribute an amount to the state retirement system to which the employee would have otherwise belonged, based on an independent actuarial study commissioned by the Ohio Retirement Study Council and submitted to the Ohio Department of Higher Education. That amount is 2.44 percent for OPERS for the years ended June 30, 2021 and 2020. If the employee was hired on or after August 2005, the employer contributes 6.00 percent. The employer also contributes what would have been the employer's contribution under OPERS, less the aforementioned percentages, to the private provider selected by the employee. The University plan provides these employees with immediate plan vesting. The ARP does not provide disability benefits, survivor benefits, or postretirement health care. Benefits are entirely dependent on the sum of contributions and investment returns earned by each participant's choice of investment options. OPERS also offers a defined contribution plan and a combined plan with features of both a defined contribution plan and a defined benefit plan. There were no contributions made to the ARP for the fiscal years ended June 30, 2021 and 2020. Contributions were equal to the required contributions for each year.

Note 7 - Related Party

Youngstown State University Foundation is a legally separate nonprofit organization exempt from federal income tax and classified as a public charity. The Foundation is devoted to the support, expansion, and development of educational programs at the University that are useful and beneficial to the students and the community. During fiscal year 2015, the University entered into a development services agreement with the Foundation, wherein the Foundation raises and maintains donations on behalf of the University. The Foundation remits all related funds received on a monthly basis.

The operations of WYSU-FM are supported by general appropriations from the University. The University's support allocation totaled \$324,112 and \$409,538 in direct support for fiscal years 2021 and 2020, respectively, and \$84,054 and \$268,849 in indirect administrative support and donated facilities.

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

Note 8 – Risk Management

WYSU-FM is included in the University's insurance programs. The University is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The University has joined with other state-assisted universities in Ohio to form an insurance pool for the acquisition of commercial property and casualty insurance. The University pays annual premiums to the pool for its property and casualty insurance coverage based on its percentage of the total insurance value to the pool. Future contributions will be adjusted based upon each University's loss history. The University had no significant reductions in coverage from the prior year. Insurance settlements have not exceeded insurance coverage for each of the past three fiscal years.

Note 9 – COVID-19 Pandemic

On March 11, 2020, the World Health Organization declared the outbreak of a respiratory disease caused by a new coronavirus a pandemic, now known as COVID-19. In response to the COVID-19 pandemic, governments have taken preventative or protective actions, such as temporary closures of non-essential businesses and "shelter-at-home" guidelines for individuals. As a result, the global economy has been negatively affected, and the Station's operations were also impacted. Due to the "shelter-at-home" guidelines during April and May 2020, the Station expanded its remote operations capabilities. Four remote studios were purchased and were integrated into the Station's normal operations. These units enable staff to broadcast remotely in the event they are not permitted on campus or cannot reach the studios for any reason. The Station also had fundraising and live events cancelled or temporarily postponed until the "shelter-at-home" guidelines were reduced or removed, which resulted in lost revenues for the Station for the years ended June 30, 2021 and June 30, 2020. In response, the Station instituted measures to reduce personnel expenses, including a temporary layoff, furloughs, and pay reductions.

To offset the financial impact to students, the losses incurred by the University due to the disruption caused by COVID-19 and to defray COVID-19 expenses, the University received grants and other relief primarily authorized through the Coronavirus Aid, Relief, and Economics Security (CARES) Act, the Coronavirus Relief & Recovery Supplemental Appropriations Act (CRRSAA), and the American Rescue Plan Act of 2021. The total amount awarded to the University as of June 30, 2021 was \$64.6 million detailed as follows:

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NOTES TO FINANCIAL STATEMENTS (CONT.) FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

| Funding Agency/Fund | Award |
|---|----------------------|
| Department of Education - Education Stabilization Fund | |
| COVID-19 Higher Education Emergency Relief Fund - Student Aid | \$ 25,718,908 |
| COVID-19 Higher Education Emergency Relief Fund - Institutional Portion | 32,478,036 |
| United States Department of Treasury | |
| Coronavirus Relief Fund (through the Ohio Dept. of Higher Education) | 6,221,960 |
| Corporation For Public Broadcasting | |
| Emergency Stabilization Fund | 223,564 |
| Total Awards | \$ 64,642,468 |

Revenue, reflected as federal appropriations in the Statements of Revenues, Expenses and Changes in Net Position for the University, totaled \$24,976,068 in fiscal year 2021 compared to \$6,063,592 in fiscal year 2020. The Station's federal appropriations are included in the University totals and were \$166,757 in fiscal year 2021 compared to \$75,000 in fiscal year 2020.

Expenses for the University totaled \$22,094,262 in fiscal year 2021 compared to \$4,298,543 in fiscal year 2020 and included \$7,176,462 and \$3,200,000 in student aid, respectfully. The Station's expenses are included in the University totals and were \$3,657 in fiscal year 2021 compared to \$36,372 in fiscal year 2020.

Transfers to unrestricted funds during fiscal year 2021 totaled \$10,852,640 and included \$2,820,743 to reimburse the University for lost revenues and eligible expenses incurred during fiscal year 2020 and \$8,031,897 for lost revenues during fiscal year 2021 compared to \$2,844,279 in fiscal year 2020. These funds were designated for COVID-19 projects and to fulfill the fiscal year 2022 Operating Budget plan at the University.

The severity of the continued impact due to COVID-19 on the University's financial condition, results of operations or cash flows will depend on a number of factors, including, but not limited to, the duration and severity of the pandemic and the extent and severity of the impact on the University's community, all of which are uncertain and cannot be predicted.

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REQUIRED SUPPLEMENTARY INFORMATION

Schedule of the Station's Proportionate Share of the Net Pension Liability Plan Years Ended 2014 to 2020

| Plan Year | Station's proportion of the net pension liability (asset) | Station's proportionate share of the net pension liability (asset) | Station's covered payroll | Station's proportionate share of the collective net pension liability as a percentage of the employer's covered payroll | Plan fiduciary net position as a percentage of the total pension liability |
|--|---|--|---------------------------|---|--|
| Ohio Public Employees Retirement System (OPERS) | | | | | |
| 2020 | 0.002413% | \$ 349,841 | \$ 362,906 | 96.40% | 82.44% |
| 2019 | 0.003009% | \$ 588,367 | \$ 450,235 | 130.68% | 82.44% |
| 2018 | 0.003204% | \$ 873,885 | \$ 473,020 | 184.74% | 78.00% |
| 2017 | 0.003238% | \$ 503,458 | \$ 464,796 | 108.32% | 79.00% |
| 2016 | 0.003304% | \$ 748,429 | \$ 461,655 | 162.12% | 80.00% |
| 2015 | 0.003450% | \$ 595,414 | \$ 462,132 | 128.84% | 80.00% |
| 2014 | 0.003470% | \$ 416,913 | \$ 445,112 | 93.66% | 84.00% |

The plan year ends on December 31 for OPERS.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

REQUIRED SUPPLEMENTARY INFORMATION

Schedules of the Station's Pension Contributions

| Fiscal Year | Statutorily required contribution | Contributions in relation to the statutorily required contributions | Annual contribution deficiency | Station's covered payroll | Contributions recognized by the pension plan in relation to the statutorily or contractually required employer contribution as a percent of the employer's covered payroll |
|--|---|---|--------------------------------------|------------------------------|---|
| Ohio Public Employees Retirement System (OPERS) | | | | | |
| 2021 | \$ 46.172 | \$ 46.172 | \$ - | \$ 329,801 | 14.00% |
| 2020 | \$ 57.331 | \$ 57.331 | \$ - | \$ 409,509 | 14.00% |
| 2019 | \$ 65.665 | \$ 65.665 | \$ - | \$ 472,860 | 13.89% |
| 2018 | \$ 63.928 | \$ 63.928 | \$ - | \$ 474,256 | 13.48% |
| 2017 | \$ 57.269 | \$ 57.269 | \$ - | \$ 459,488 | 12.47% |
| 2016 | \$ 55.912 | \$ 55.912 | \$ - | \$ 465,061 | 12.02% |
| 2015 | \$ 55.579 | \$ 55.579 | \$ - | \$ 461,406 | 12.05% |

Changes of benefit terms

There were no changes in benefit terms affecting the OPERS plan.

Changes of assumptions

OPERS – During the plan year ended December 31, 2018, the discount rate was reduced from 7.5% to 7.2%. During the plan year ended December 31, 2016, there were changes to several assumptions for OPERS. The wage inflation dropped from 3.75% to 3.25%. The projected salary increase range changed from 4.25%-10.05% to 3.25%-10.75%. The mortality tables used changed from RP-2000 to RP-2014.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

REQUIRED SUPPLEMENTARY INFORMATION

Schedules of the Station's Proportionate Share of the Net OPEB Liability (Asset) Plan Years Ended 2017 to 2020

| Plan Year | Stations's proportion of the net OPEB liability (asset) | Station's proportionate share of the net OPEB liability (asset) | Station's covered payroll | Station's proportionate share of the collective net OPEB liability as a percentage of the employer's covered payroll | Plan fiduciary net position as a percentage of the total OPEB liability (asset) |
|--|---|---|---------------------------|--|---|
| Ohio Public Employees Retirement System (OPERS) | | | | | |
| 2020 | 0.000310% | \$ (42,751) | \$ 362,906 | 11.78% | 47.80% |
| 2019 | 0.002980% | \$ 411,635 | \$ 450,235 | 91.43% | 47.80% |
| 2018 | 0.002325% | \$ 303,125 | \$ 473,020 | 64.09% | 65.40% |
| 2017 | 0.003114% | \$ 338,157 | \$ 464,796 | 72.76% | 60.70% |

The plan year ends on December 31 for OPERS.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

REQUIRED SUPPLEMENTARY INFORMATION

Schedules of the Station's OPEB Contributions

| Fiscal Year | Statutorily required contribution | Contributions in relation to the statutorily required contributions | Annual contribution deficiency | Station's covered pay roll | Contributions recognized by the OPEB plan in relation to the statutorily or contractually required employer contribution as a percent of the employer's covered pay roll |
|--|---|---|-----------------------------------|-------------------------------|--|
| Ohio Public Employees Retirement System (OPERS) | | | | | |
| 2021 | \$ - | \$ - | \$ - | \$ 329,801 | 0.00% |
| 2020 | \$ - | \$ - | \$ - | \$ 409,509 | 0.00% |
| 2019 | \$ - | \$ - | \$ - | \$ 472,860 | 0.00% |
| 2018 | \$ 2,468 | \$ 2,468 | \$ - | \$ 474,256 | 0.52% |

Changes of benefit terms

There were no significant changes in benefit terms affecting the OPERS plan for the plan year ended December 31, 2020.

Changes of assumptions

OPERS - During the plan year ended December 31, 2020, there were changes to several assumptions for OPERS. The health care cost trend rates decreased from 10.5% initial and 3.5% ultimate to 8.5% initial and 3.5% ultimate. The discount rate increased from 3.16% to 6.00%.

During the plan year ended December 31, 2019, there were changes to several assumptions for OPERS. The health care cost trend rates decreased from 10.0% initial and 3.25% ultimate to 10.5% initial and 3.5% ultimate. The discount rate was reduced from 3.96% to 3.16%.

WYSU-FM YOUNGSTOWN STATE UNIVERSITY RADIO

SUPPLEMENTARY INFORMATION

SCHEDULE OF NONFEDERAL FINANCIAL SUPPORT FOR THE YEAR ENDED JUNE 30, 2021

| | |
|--|---------------------|
| Direct Income | \$ 798,063 |
| Indirect Administrative Support | 84,054 |
| In-Kind Contributions of Services and Other Assets | <u>137,782</u> |
| Total Nonfederal Financial Support | <u>\$ 1,019,899</u> |

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

To Management and the Board of Trustees
WYSU-FM Youngstown State University Radio

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of WYSU-FM Youngstown State University Radio (the "Station"), a department of Youngstown State University, which comprise the basic statement of net position as of June 30, 2021 and the related basic statements of revenue, expenses and changes in net position and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated November 29, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Station's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Station's internal control. Accordingly, we do not express an opinion on the effectiveness of the Station's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Station's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Station's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To Management and the Board of Trustees
WYSU-FM Youngstown State University Radio

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Station's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Station's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Plante & Morse, PLLC

November 29, 2021



YOUNGSTOWN STATE UNIVERSITY

OHIO AUDITOR OF STATE KEITH FABER



YOUNGSTOWN STATE UNIVERSITY - WYSU-FM

MAHONING COUNTY

AUDITOR OF STATE OF OHIO CERTIFICATION

This is a true and correct copy of the report, which is required to be filed pursuant to Section 117.26, Revised Code, and which is filed in the Office of the Ohio Auditor of State in Columbus, Ohio.



Certified for Release 12/21/2021

88 East Broad Street, Columbus, Ohio 43215
Phone: 614-466-4514 or 800-282-0370

This report is a matter of public record and is available online at
www.ohioauditor.gov



**RESOLUTION TO MODIFY
CONTRACT COMPLIANCE AND ADMINISTRATION POLICY, 3356-3-04**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Contract Compliance and Administration policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Contract Compliance and Administration, policy number 3356-3-04, attached hereto.

3356-3-04 Contract compliance and administration.

Responsible Division/Office: Finance and Business Operations
Responsible Officer: VP for Finance and Business Operations
Revision History: May 2012; March 2018; March 2022
Board Committee: Finance and Facilities
Effective Date: March 3, 2022
Next Review: 2027

- (A) Policy statement. Youngstown state university (“university”) will adhere to all applicable federal and state laws and regulations when it engages with contractors, consultants, suppliers, vendors, and other entities.
- (B) Purpose. This policy defines the general parameters through which a university contract is created, stipulates the necessary administrative review and monitoring processes, and designates who within the university is authorized to sign contracts on behalf of the university, its employees, or agents.
- (C) Scope. This policy applies to all financial and nonfinancial university contracts, except for employment contracts administered by the office of human resources.

Partnerships, centers, and related agreements relating to teaching/learning, research/scholarship, and community service goals are addressed pursuant to rule 3356-10-22 of the Administrative Code (see university policy 3356-10-22, “Partnerships, centers and related arrangements”). Grants, contracts, and cooperative agreements for sponsored programs are addressed in rule 3356-10-13 of the Administrative Code (see university policy 3356-10-13, “Research, grants, and sponsored programs”).

- (D) Definitions.
 - (1) “Contract.” A legally binding and enforceable agreement between the university and one or more competent parties.
 - (2) “Standard contract.” A contract using the university’s standard terms and conditions and effectuated by the university’s standard professional services agreement template or standard independent

contractor agreement template, both of which are available on the procurement services website.

- (3) “Non-standard contract.” A contract that does not conform to the university’s standard template for a professional services agreement or standard independent contractor agreement.
- (4) “Contract compliance.” The process of reviewing and overseeing contracts in accordance with requisite legal and policy requirements.
- (5) “Contract administration.” The process used to ensure that the terms and conditions of contracts are being implemented pursuant to the contract.
- (6) “University sponsor.” The university employee who is administering and managing the contract. Typically the university sponsor is the financial manager of the budget to which the contract is charged.

(E) Procedures.

- (1) For purposes of institutional efficiency, use of the university’s standard contract templates are the preferred.
- (2) Contract compliance is the responsibility of the office of finance and business operations. The university sponsor of a contract is responsible for monitoring the ongoing progress of a contract and providing requisite information to procurement services. Procurement services is responsible for providing assistance for purchases and payments pursuant to a contract.
- (3) All contracts for the purchase of goods and services must comply with rule 3356-3-01 of the Administrative Code (see university policy 3356-3-01, “Purchasing”).
- (4) All contract should be accompanied by documentation that university funds have been identified and earmarked to cover contracts costs.

- (5) All contracts must be stored and retained in accordance with the university's document retention policies unless specifically excluded by this or another policy adopted by the board of trustees.
 - (6) Refer to the contract compliance and administration guide on the [procurement services website](#) for additional information regarding contracts.
- (F) Signature authority for non-standard contracts.
- (1) Only the president and the vice president for finance and business operations, or their designee, have the authority to sign a non-standard contract on behalf of the university.
 - (2) The provost has authority to sign and approve academic affiliation and articulation agreements that have no direct financial consequences to the university.
 - (3) No other individual has authority to enter into a non-standard contract for the purchase of goods or services or otherwise obligate Youngstown state university to pay any sum or money without one of the following:
 - (a) A resolution of authorization from the board of trustees;
 - (b) A written declaration of signature authority from the president or the vice president for finance and business operations filed with the contract;
 - (c) A purchase order issued by or under the direction of the director of procurement services.
- (G) Signature authority for standard contracts (professional services agreement and standard independent contractor agreement):
- (1) Financial managers are authorized to sign limited-dollar standard contracts pursuant to the university's procurement guidelines.
- (H) Legal review. The following types of non-standard contracts are subject to legal review:

- (1) All contracts for the acquisition of goods and services;
 - (2) Construction contracts, including repair or alteration of facilities, and for architectural and/or engineering services;
 - (3) Real estate transactions, including the sale, rental or lease of real property must comply with rule 3356-4-05 of the Administrative Code (see university policy 3356-4-05, "Acquisition of real estate");
 - (4) Contracts/agreements associated with the intellectual property of the university, including licensing agreements, patents, trademarks, and copyrights;
 - (5) Employment contracts, if deemed necessary by the chief human resources officer;
 - (6) Contracts intended for the president's signature or that affect the president or the office of the president;
 - (7) Contracts that can potentially expose the university to significant liability.
- (I) Document retention. Copies of all fully executed (signed by both parties) contracts must be submitted to procurement services to be recorded and monitored through a central database.
- (J) Personal liability. An individual who enters into a contract for the purchase of goods or services or otherwise obligates the university to pay any sum or money or resources without appropriate authority and/or review may be held personally liable for the terms of the contract.

3356-3-04 Contract compliance and administration.

Responsible Division/Office: Finance and Business Operations
Responsible Officer: VP for Finance and Business Operations
Revision History: May 2012; March 2018; [March 2022](#)
Board Committee: Finance and Facilities
Effective Date: **March 15~~3~~, 2018**[2022](#)
Next Review: ~~2022~~[2027](#)

- (A) Policy statement. Youngstown state university (“university”) will adhere to all applicable federal and state laws and regulations when it engages with contractors, consultants, suppliers, vendors, and other entities.
- (B) Purpose. This policy defines the general parameters through which a university contract is created, stipulates the necessary administrative review and monitoring processes, and designates who within the university is authorized to sign contracts on behalf of the university, its employees, or agents.
- (C) Scope. This policy applies to all financial and nonfinancial university contracts, [except for employment contracts administered by the office of human resources](#).

Partnerships, centers, and related agreements relating to teaching/learning, research/scholarship, and community service goals are addressed pursuant to rule 3356-10-22 of the Administrative Code (see university policy 3356-10-22, “Partnerships, centers and related arrangements”). Grants, contracts, and cooperative agreements for sponsored programs are addressed in rule 3356-10-13 of the Administrative Code (see university policy 3356-10-13, “Research, grants, and sponsored programs”).

- (D) Definitions.
 - (1) “Contract.” A legally binding and enforceable agreement between the university and one or more competent parties.
 - (2) [“Standard contract.” A contract using the university’s standard terms and conditions and effectuated by the university’s standard professional services agreement template or standard independent](#)

contractor agreement template, both of which are available on the procurement services website.

(3) “Non-standard contract.” A contract that does not conform to the university’s standard template for a professional services agreement or standard independent contractor agreement.

~~(2)~~(4) “Contract compliance.” The process of reviewing and overseeing contracts in accordance with requisite legal and policy requirements.

~~(3)~~(5) “Contract administration.” The process used to ensure that the terms and conditions of contracts are being implemented pursuant to the contract. ~~The university sponsor of a contract is responsible for monitoring the ongoing progress of a contract and providing requisite information to procurement services. Procurement services is responsible for providing assistance for purchases and payments pursuant to a contract.~~

~~(4)~~(6) “University sponsor.” The university employee who is ~~promoting administering and managing~~ the contract. Typically the university sponsor is ~~a~~the financial manager of the budget to which the contract is charged.

(E) Procedures. ~~All contracts entered into, including original contracts, amendments, and extensions:~~

(1) For purposes of institutional efficiency, use of the university’s standard contract templates are the preferred.

~~(1)~~(2) Contract compliance is the responsibility of the office of finance and business operations. The university sponsor of a contract is responsible for monitoring the ongoing progress of a contract and providing requisite information to procurement services. Procurement services is responsible for providing assistance for purchases and payments pursuant to a contract.

(3) All contracts for the purchase of goods and services must comply with rule 3356-3-01 of the Administrative Code (see university policy 3356-3-01, “Purchasing”).

~~Are only to be signed or executed by university staff with designated signature authority.~~

- ~~(2)~~(4) ~~Are subject to appropriate legal review. The general counsel's office is responsible for providing legal review of the terms and conditions for nonstandard contracts.~~ All contract should be accompanied by documentation that university funds have been identified and earmarked to cover contracts costs.
- ~~(3)~~(5) ~~Must~~ All contracts must be stored and retained in accordance with the university's document retention policies unless specifically excluded by this or another policy adopted by the board of trustees.
- ~~(4)~~(6) Refer to the contract compliance and administration guide on the procurement services website for additional information regarding contracts.

(F) Signature authority for non-standard contracts.

- (1) ~~Generally, only~~ Only the president and the vice president for finance and ~~administration~~ business operations, or their designee, have the authority to sign a non-standard contract on behalf of the university.
- (2) The provost has authority to sign and approve academic affiliation and articulation agreements that have no direct financial consequences to the university.
- (3) No other individual has authority to enter into a non-standard contract for the purchase of goods or services or otherwise obligate Youngstown state university to pay any sum or money without one of the following:
- (a) A resolution of authorization from the board of trustees;
 - (b) A written declaration of signature authority from the president or the vice president for finance and ~~administration~~ business operations filed with the contract;

- (c) A purchase order issued by or under the direction of the director of procurement services.

(G) Signature authority for standard contracts (professional services agreement and standard independent contractor agreement):

- (1) Financial managers are authorized to sign limited-dollar standard contracts pursuant to the university's procurement guidelines.

~~(G)~~(H) Legal review. The following types of non-standard contracts are subject to legal review:

- (1) All contracts for the acquisition of goods and services;
- (2) Construction contracts, including repair or alteration of facilities, and for architectural and/or engineering services;
- (3) Real estate transactions, including the sale, rental or lease of real property must comply with rule 3356-4-05 of the Administrative Code (see university policy 3356-4-05, "Acquisition of real estate");
- (4) Contracts/agreements associated with the intellectual property of the university, including licensing agreements, patents, trademarks, and copyrights;
- (5) Employment contracts, ~~as necessary, per~~ if deemed necessary by the chief human resources officer;
- (6) Contracts intended for the president's signature or that affect the president or the office of the president;
- (7) Contracts that can potentially expose the university to significant liability.

~~(H)~~(I) Document retention. Copies of all fully executed (signed by both parties) contracts must be submitted to procurement services to be recorded and monitored through a central database.

~~(H)~~(J) Personal liability. An individual who enters into a contract for the purchase of goods or services or otherwise obligates the university to pay

any sum or money or resources without appropriate authority and/or review may be held personally liable for the terms of the contract.



**RESOLUTION TO MODIFY AND RETITLE
ELECTRONIC INFORMATION TECHNOLOGY (EIT) POLICY, 3356-5-14**

WHEREAS, University Policies are being reviewed and re-conceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

WHEREAS, the Electronic Information Technology (EIT) policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy governing Electronic Information Technology (EIT), policy number 3356-5-14, to be retitled as Digital Accessibility Standard, attached hereto.

3356-5-14 Digital accessibility standard.

Responsible Division/Office: Finance and Business Operations
(Information Technology Services)
Responsible Officer: VP for Finance and Business Operations
Revision History: December 2013; March 2014; June 2015; December 2015;
March 2017; March 2022
Board Committee: Finance and Facilities
Effective Date: **March 3, 2022**
Next Review: 2027

(A) Policy statement. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 prohibit discrimination on the basis of disability in programs and activities by public universities receiving financial assistance from the U.S. department of education. Youngstown state university (“YSU”) is committed to ensuring that communication with university constituents with disabilities, including students, prospective students, employees, guests and visitors, with hearing, visual and manual impairments, or who otherwise require the use of assistive technology to access information, is as effective as communication with those without disabilities.

The university will ensure that all computer software and systems for public use will permit all persons with disabilities to acquire the same information, engage in the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities.

(B) Purpose. All digital content must be accessible to university constituents and must adhere to the digital accessibility standards referred to in paragraph (E)(2)(e) of this rule.

(C) Scope. This policy applies to all digital content, excluding digital content intended for private use only. Digital content includes:

- (1) University web pages and linked information;
- (2) All online learning content, including documents posted in all learning management systems, (e.g., “Blackboard”); and
- (3) Distance education and e-learning tools and materials.

(D) Definitions.

- (1) “Official university web page.” An official university web page is any web page created by the university, its departments, colleges, or other administrative offices

for the official business of the university. This includes Maag library, academics, athletics, student newspaper, and student groups and associations.

- (2) “University-related web page.” A university-related web page is any web page created by or linked from a web page created by faculty, staff, students and/or registered student organizations that are either:
 - (a) Linked from an official university web page;
 - (b) Stored on one of the university-controlled web servers;
 - (c) Created in support of university businesses and courses; or
 - (d) On servers contracted by the university.
 - (3) “Content editors.” Authorized university faculty, staff, or student employees trained by the information technology services (“ITS”), YSU web team, and/or cyberlearning department on the digital accessibility standards and on the approved content management system such that they are approved to maintain a department or office web page.
 - (4) “Digital accessibility training.” Required training conducted by staff of the ITS, YSU web team, and/or cyberlearning and departments for all content editors and faculty prior to having authorization to publish digital content on the university website, web pages, or any university digital platform.
 - (5) “Digital accessibility coordinator.” Staff member authorized to coordinate and implement the digital accessibility policy.
 - (6) “Digital accessibility standards.” YSU’s digital accessibility standards are drawn from W3C web accessibility initiative (“WAI”) and section 508 standards.
 - (7) “[Implementation timeline](#).” Plan for the university to be fully compliant with the digital accessibility standards.
- (E) Parameters.
- (1) Each administrative unit, department, or office, through an authorized content editor, is responsible for ensuring that digital content is accessible. In addition, all software and IT systems purchased shall produce accessible products and documents and/or shall be compatible with assistive technology.
 - (2) Content editors may develop and maintain official university web pages and are responsible for their content subject to the following requirements:
 - (a) Software used to develop official university web pages will be limited to packages approved by ITS.

- (b) Official university web pages must run on ITS servers or servers contracted for by ITS.
- (c) All official university web pages and related university web pages and all digital content must strictly adhere to the digital accessibility standards.
- (d) The digital accessibility coordinator shall provide direction and guidance on standards to be followed for accessibility of all digital content. The standards shall be posted on the digital accessibility web page. The digital accessibility coordinator is responsible for developing and implementing a plan to monitor all university digital content for adherence to digital accessibility standards. The digital accessibility coordinator is authorized to disable any digital content found to be in violation of the digital accessibility standards.
- (e) All official and university-related web pages and all digital content must adhere to:
 - (i) Applicable [copyright laws](#).
 - (ii) Applicable state of Ohio and federal laws and rules.
 - (iii) Rule 3356-4-09 of the Administrative Code, “Acceptable Use of University Technology Resources,” (where appropriate).
 - (iv) Digital accessibility standards.
- (f) The use of university symbols (i.e., YSU word mark, YSU logo, university seal, and Pete the penguin) and related information should adhere to the university’s [graphic identity standards](#) from the office of marketing and communications.
- (g) Registered student organizations use of the university name must adhere to article V, section F, paragraph 16, of “The Code of Student Rights, Responsibilities, and Conduct.”
- (h) The following are examples of content prohibited from display on either official university web pages or university-related web pages, including all digital content:
 - (i) Unauthorized solicitation or endorsement for for-profit business ventures.
 - (ii) Activities that involve a conflict of interest (rules 3356-7-01 and 3356-7-19 of the Administrative Code).

- (iii) Adult content (including banners).
 - (iv) Any content covered by rule 3356-4-13 of the Administrative Code, “Sensitive information,” such as credit card numbers.
 - (v) Software or media (i.e., photographs, audio, video, etc.) not authorized for distribution, regardless of the purchase price or copyright status.
 - (i) All university computer labs shall provide equal access afforded by technology for all users, including users with disabilities. The university shall make assistive technology available at all student computer labs and shall provide a [notice](#) of accessibility that includes contact information for questions, inquiries, or complaints.
- (F) Procedures for creating and posting accessible digital content.
- (1) Authorized content editors and faculty may develop and maintain official university websites or pages and digital content.
 - (2) Administrative units, individuals, and organizations requesting ability to place digital content on the university website or the university course management system must contact the university website manager at [YSU web team](#) in order to be trained and become an authorized content editor and/or faculty.
 - (3) If any digital content is determined to be in violation of the parameters in this policy, including the digital accessibility standards, an effort will be made beforehand to discuss the violation(s) with the content editor or faculty and to correct any errors. The digital accessibility coordinator has the authority to disable any digital content from the university servers if in his/her discretion such action is necessary.
- (G) Purchasing accessible software compatible with assistive technology. It is the policy of the university to ensure that all IT software and systems purchased meet the digital accessibility standards by producing accessible products and documents. The software or systems shall permit persons with disabilities to acquire the same information, engage in the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities. See [computer software accessibility purchasing standard](#) that will be placed into the terms and conditions and request for proposal documents provided by the office of procurement services.
- (H) Reporting violations.
- (1) All accessibility concerns with any university digital content should be directed to the digital accessibility coordinator for prompt resolution. Any person desiring to

make an [anonymous complaint](#) with regard to a violation of this policy or any federal or state law with regard to digital accessibility may do so by reporting violations through a confidential mailbox.

- (2) In addition, any person desiring to file a formal complaint for digital accessibility issues may contact the Title II/section 504 coordinator for students or the Title II/section 504 coordinator for employees. The university grievance policy can be found at [university grievance policy](#). The contact information for individuals serving in those roles on behalf of the university can be found at the university's web page dedicated to [accessibility compliance](#).

3356-5-14~~Electronic information technology (EIT) accessibility~~Digital accessibility standard.

Responsible Division/Office: Finance and Business Operations
(Information Technology Services)
Responsible Officer: ~~Vice President~~VP for Finance and Business Operations
Revision History: December 2013; March 2014; June 2015; December 2015;
March 2017; March 2022
Board Committee: Finance and Facilities
BOT ApprovalEffective Date: March 16~~3~~, 20172022
Next Review: ~~2022~~2027

- (A) Policy statement. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 prohibit discrimination on the basis of disability in programs and activities by public universities receiving financial assistance from the U.S. department of education. Youngstown state university (“YSU”) is committed to ensuring that communication with university constituents with disabilities, including students, prospective students, employees, guests and visitors, with hearing, visual and manual impairments, or who otherwise require the use of assistive technology to access information, is as effective as communication with those without disabilities.

The university will ensure that all computer software and systems for public use will permit all persons with disabilities to acquire the same information, engage in the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities.

- (B) Purpose. All ~~electronic and information technology (“EIT”)~~digital content must be accessible to university constituents and must adhere to the ~~EIT~~digital accessibility standards referred to in paragraph (E)(2)(e) of this rule.
- (C) Scope. This policy applies to all ~~electronic and information technology~~digital content, excluding ~~EIT~~digital content intended for private use only. ~~EIT~~Digital content includes:
- (1) University web pages and linked information;
 - (2) All online learning content, including documents posted in all learning management systems, (e.g., “Blackboard” ~~and “Sakai”~~); and
 - (3) Distance education and e-learning tools and materials.
- (D) Definitions.

- (1) “Official university web page.” An official university web page is any web page created by the university, its departments, colleges, or other administrative offices for the official business of the university. This includes Maag library, academics, athletics, student newspaper, and student groups and associations.
 - (2) “University-related web page.” A university-related web page is any web page created by or linked from a web page created by faculty, staff, students and/or registered student organizations that are either:
 - (a) Linked from an official university web page;
 - (b) Stored on one of the university-controlled web servers;
 - (c) Created in support of university businesses and courses; or
 - (d) On servers contracted by the university.
 - (3) “Content editors.” Authorized university faculty, ~~or~~ staff, or student employees trained by the information technology services (“IT”)(“ITS”), ~~and human resources (“HR”)~~ YSU web team, and/or cyberlearning department on the EITdigital accessibility standards and on the approved content management system such that they are approved to maintain a department or office web page.
 - ~~(4) “Faculty.” Authorized faculty who have received training on EIT accessibility standards and content management systems.~~
 - ~~(5)~~(4) “EITDigital accessibility training.” Required training conducted by staff of the ITS, YSU web team, and/or cyberlearning and ~~HR~~ departments for all content editors and faculty prior to having authorization to publish EITdigital content on the university website, web pages, or any university EITdigital platform.
 - ~~(6)~~(5) “EITDigital accessibility coordinator.” Staff member authorized to coordinate and implement the EITdigital accessibility policy.
 - ~~(7)~~(6) “EITDigital accessibility standards.” YSU’s EITdigital accessibility standards are drawn from W3C web accessibility initiative (“WAI”) and section 508 standards.
 - ~~(8)~~(7) “Implementation timeline.” Plan for the university to be fully compliant with the EITdigital accessibility standards.
- (E) Parameters.
- (1) Each administrative unit, department, or office, through an authorized content editor, is responsible for ensuring that EITdigital content is accessible. In addition, all software and IT systems purchased shall produce accessible products and documents and/or shall be compatible with assistive technology.

- (2) Content editors may develop and maintain official university web pages and are responsible for their content subject to the following requirements:
- (a) Software used to develop official university web pages will be limited to packages approved by ~~information technology services (“ITS”)~~ [ITS](#).
 - (b) Official university web pages must run on ITS servers or servers contracted for by ITS.
 - (c) All official university web pages and related university web pages and all [EITdigital content](#) must strictly adhere to the [EITdigital](#) accessibility standards.
 - (d) The [EITdigital accessibility](#) coordinator shall provide direction and guidance on standards to be followed for accessibility of all [EITdigital content](#). The standards shall be posted on the ~~ADA accessibility compliance web page~~ [digital accessibility web page](#). The [EITdigital accessibility](#) coordinator is responsible for developing and implementing a plan to monitor all university [EITdigital content](#) for adherence to [EITdigital](#) accessibility standards. The [EITdigital accessibility](#) coordinator is authorized to disable any [EITdigital content](#) found to be in violation of the [EITdigital](#) accessibility standards.
 - (e) All official and university-related web pages and all [EITdigital content](#) must adhere to:
 - (i) Applicable [copyright laws](#).
 - (ii) Applicable state of Ohio and federal laws and rules.
 - (iii) Rule 3356-4-09 of the Administrative Code, “Acceptable Use of University Technology Resources,” (where appropriate).
 - (iv) [EITDigital](#) accessibility standards.
 - (f) The use of university symbols (i.e., YSU word mark, YSU logo, university seal, and Pete the penguin) and related information should adhere to the university’s [graphic identity standards](#) from the office of marketing and communications.
 - (g) Registered student organizations use of the university name must adhere to article V, section F, paragraph 16, of “The Code of Student Rights, Responsibilities, and Conduct.”

- (h) The following are examples of content prohibited from display on either official university web pages or university-related web pages, including all [EITdigital content](#):
 - (i) Unauthorized solicitation or endorsement for for-profit business ventures.
 - (ii) Activities that involve a conflict of interest (rules 3356-7-01 and 3356-7-19 of the Administrative Code).
 - (iii) Adult content (including banners).
 - (iv) Any content covered by rule 3356-4-13 of the Administrative Code, “Sensitive information,” such as credit card numbers.
 - (v) Software or media (i.e., photographs, audio, video, etc.) not authorized for distribution, regardless of the purchase price or copyright status.
- (i) All university computer labs shall provide equal access afforded by technology for all users, including users with disabilities. The university shall make assistive technology available at all student computer labs and shall provide a [notice](#) of accessibility that includes contact information for questions, inquiries, or complaints.
- (F) Procedures for creating and posting accessible [EITdigital content](#).
 - (1) Authorized content editors and faculty may develop and maintain official university websites or pages and [EITdigital content](#).
 - (2) Administrative units, individuals, and organizations requesting ability to place [EITdigital content](#) on the university website or the university course management system must contact the university website manager at [YSU web team](#) in order to be trained and become an authorized content editor and/or faculty.
 - (3) If any [EITdigital content](#) is determined to be in violation of the parameters in this policy, including the [EITdigital](#) accessibility standards, an effort will be made beforehand to discuss the violation(s) with the content editor or faculty and to correct any errors. The [EITdigital accessibility](#) coordinator has the authority to disable any [EITdigital content](#) from the university servers if in his/her discretion such action is necessary.
- (G) Purchasing accessible software compatible with assistive technology. It is the policy of the university to ensure that all IT software and systems purchased meet the [EITdigital](#) accessibility standards by producing accessible products and documents. The software or systems shall permit persons with disabilities to acquire the same information, engage in

the same interactions, and enjoy the same services with substantially equivalent ease of use as those without disabilities. See [computer software accessibility purchasing standard](#) that will be placed into the terms and conditions and request for proposal documents provided by the office of procurement services.

(H) Reporting violations.

- (1) All accessibility concerns with any university ~~EIT~~[digital content](#) should be directed to the ~~EIT~~[digital accessibility](#) coordinator for prompt resolution. Any person desiring to make an [anonymous complaint](#) with regard to a violation of this policy or any federal or state law with regard to ~~EIT~~[digital](#) accessibility may do so by reporting violations through a confidential mailbox.
- (2) In addition, any person desiring to file a formal complaint for ~~EIT~~[digital](#) accessibility issues may contact the Title II/section 504 coordinator for students or the Title II/section 504 coordinator for employees. The university grievance policy can be found at [university grievance policy](#). The contact information for individuals serving in those roles on behalf of the university can be found at the university's web page dedicated to [accessibility compliance](#).



**RESOLUTION TO APPROVE
CHANGES TO TUITION AND FEES FOR THE 2022-23
ACADEMIC AND FISCAL YEAR**

WHEREAS, Ohio law provides that Boards of Trustees of state-assisted institutions of higher education shall supplement state subsidies by income from charges to students, including an “instructional fee” for educational and associated operational support of the institution and a “general fee” for non-instructional services, and that these two fees shall encompass all charges for services assessed uniformly to all enrolled students and shall be identified as "tuition"; and

WHEREAS, Ohio law also provides that each Board may establish special purpose fees, service and housing charges, fines and penalties and that a tuition surcharge shall be paid by all students who are not residents of Ohio; and

WHEREAS, Ohio law provides that the University shall separately identify the Instructional Fee, the General Fee, the Tuition Charge, and the Tuition Surcharge; and

WHEREAS, Ohio law provides that fees charged for instruction shall not be considered to be a price for service but shall be considered to be an integral part of the state government financing program in support of higher education opportunity for students; and

NOW, THEREFORE, BE IT RESOLVED, that unless otherwise noted herein, this Resolution shall replace all previously adopted Resolutions pertaining to tuition, fees and/or other charges; and

BE IT ALSO RESOLVED, that the Board of Trustees of Youngstown State University does hereby declare the “tuition charge” shall be the sum of the Instructional Fee, General Fee, and the Information Services Fee, and does hereby establish the tuition charge and other fees as included in the attached Exhibit, to become effective for the 2022-23 academic year and shall not exceed what is permitted by the final enacted version of the state of Ohio budget bill for the FY 2022 and FY 2023 biennium, and to remain in effect until changed by the Board of Trustees, except as may be specifically noted otherwise; and

BE IT FURTHER RESOLVED, that the President of Youngstown State University or his designee shall have the authority to approve:

1. Fees for continuing education and noncredit courses, institutes, and workshops offered or coordinated through the Colleges and Office of College Access and Transition;

2. Ticket prices for admission of the public to intercollegiate athletic games and to student music or dramatic productions;
3. Service charges for loans to students;
4. A special fee for programs under contract (e.g., a training program). It shall be understood that such special fees, if authorized, shall provide for all related costs of the program and that the budget for such a fund shall be subject to approval in the same manner as other University operating budgets; and
5. Fees for credit courses offered by the Office of College Access and Transition under contract to established groups as provided for in Resolution YR 2001-03.

In all cases, the revenue generated by such fees and charges shall be expended in conformity with appropriately approved budgets. It shall be understood that: (a) charges for unreturned or damaged equipment checked out to a student shall be established by the cognizant University staff person and the charge shall be sufficient to recover replacement costs and with a charge to cover processing costs; (b) for such charges as noted in (a) above, the approval of neither the President nor the Board of Trustees shall be required; and (c) the President or his designees shall have the authority to designate parking facilities by location or by time which may be utilized either without charge or for a reduced charge.

Fines which are authorized in this resolution may be assessed against nonstudents who are authorized to use University services as well as against students; and the rates detailed in this resolution shall replace the rates in any other resolution in conflict, and it shall continue to be the policy of this Board to review and adopt all fees, service charges, and fines annually in order that students and others are informed as to rates for the coming year and budgets may be finalized. It is understood that charges, fines, penalties, and assessments to students and non-students will not be waived except as specifically authorized by proper authority. Fee waivers authorized by the Chancellor, in accordance with section 381.170 of Am. Sub. H.B. 166 of the 133rd General Assembly, are identified in the attached Exhibit and made part herein.

If a student is permitted to withdraw from the University or if a student reduces his or her academic load, a refund of the tuition charge and the nonresident tuition surcharge, where applicable, shall be made in conformity with the following schedule. If the withdrawal is after the prescribed time limits, all tuition and other applicable fees and charges are forfeited. All applicable fees, fines, and penalties due must be paid before the refund is paid. Refund policies for University Housing and Courtyard Apartments shall be set by Student Affairs in accordance with best business practices.

Refund Schedule

| <u>Length of Course</u> | <u>100% refund</u> | <u>No refund</u> |
|-------------------------|--------------------------------------|--|
| More than 8 weeks: | through 14th day of term. | 15th day of term and later. |
| 8 weeks or less: | through 7 th day of term. | 8 th day of term and later. |

YOUNGSTOWN STATE UNIVERSITY
Summary of Full-Time Bulk-Rate Tuition¹
(See Schedules 2, 3 and 4 for detail)

Schedule 1

| | FY 2022 Actual | FY 2023 | | |
|---|---------------------------|-----------------|------------------|-----------------|
| | | Proposed | \$ Change | % Change |
| UNDERGRADUATE | | | | |
| Continuing students, per semester | | | | |
| Resident | \$4,291.20 | \$4,377.00 | \$85.80 | 2.00% |
| Non-resident: | | | | |
| Affordable Tuition Advantage ² | \$4,471.20 | \$4,557.00 | \$85.80 | 1.92% |
| Penguin Promise cohort 5, per semester | | | | |
| Resident | N/A | \$5,205.24 | New | New |
| Non-resident: | | | | |
| Affordable Tuition Advantage ² | N/A | \$5,385.24 | New | New |
| <hr/> | | | | |
| GRADUATE³ | | | | |
| Masters-Level, per semester | | | | |
| Resident | \$6,452.88 | \$6,494.40 | \$41.52 | 0.64% |
| Non-resident: | | | | |
| Affordable Tuition Advantage ² | \$6,632.88 | \$6,674.40 | \$41.52 | 0.63% |
| Doctoral-Level, per semester | | | | |
| Resident | \$6,826.80 | \$6,868.32 | \$41.52 | 0.61% |
| Non-resident: | | | | |
| Affordable Tuition Advantage ² | \$7,006.80 | \$7,048.32 | \$41.52 | 0.59% |

1. Rates for specialized programs not included in this presentation.

2. Prior to the 2021-22 academic year, the Affordable Tuition Advantage (ATA) rate was offered to non-resident students from certain nearby/border counties in, Pennsylvania, New York State and West Virginia. Effective fall 2021, the University will charge the ATA surcharge to all non-resident students.

3. Although the graduate bulk-rate band is from 12-18 hours, graduate students are considered full-time for academic purposes at 6 credit hours and above.

YOUNGSTOWN STATE UNIVERSITY
Resident Undergraduate Tuition & Fees
(for non-Penguin Promise students enrolled spring 2018 or earlier)

| Fee Description | FY 2022 | FY 2023 | | |
|---|-------------------|-------------------|------------------|-----------------|
| | Actual | Proposed | \$ Change | % Change |
| BULK-RATE TUITION & MANDATORY FEES | | | | |
| Instructional Fee (per semester, 12-18 credit hours) | \$3,438.36 | \$3,507.12 | \$68.76 | 2.00% |
| General Fee (per semester, 12-18 credit hours) | \$725.52 | \$740.04 | \$14.52 | 2.00% |
| Information Services Fee (per semester, 12-18 credit hours) | \$127.32 | \$129.84 | \$2.52 | 1.98% |
| Full-time tuition & mandatory fees | \$4,291.20 | \$4,377.00 | \$85.80 | 2.00% |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | | |
| Instructional Fee (per credit hour) | \$286.53 | \$292.26 | \$5.73 | 2.00% |
| General Fee (per credit hour) | \$60.46 | \$61.67 | \$1.21 | 2.00% |
| Information Services Fee (per credit hour) | \$10.61 | \$10.82 | \$0.21 | 1.98% |

Penguin Promise Tuition Guarantee* - Resident Undergraduate Tuition & Fees

| BULK-RATE TUITION & MANDATORY FEES | Cohort 5 | Change from Prior Cohort | |
|---|-------------------|---------------------------------|-----------------|
| | FY 2023 | % | \$ |
| Instructional Fee (per semester, 12-18 credit hours) | \$4,017.72 | 4.60% | \$176.64 |
| General Fee | \$1,187.52 | 4.60% | \$52.20 |
| Full-time Penguin Promise tuition | \$5,205.24 | 4.60% | \$228.84 |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | |
| Instructional Fee (per credit hour) | \$334.81 | 4.60% | \$14.72 |
| General Fee (per credit hour) | \$98.96 | 4.60% | \$4.35 |
| Penguin Promise tuition per credit hour | \$433.77 | 4.60% | \$19.07 |

| BULK-RATE TUITION & MANDATORY FEES | Cohort 4 | Change from Prior Cohort | |
|---|-------------------|---------------------------------|-----------------|
| | FY 2022 | % | \$ |
| Instructional Fee (per semester, 12-18 credit hours) | \$3,841.08 | 3.80% | \$140.64 |
| General Fee | \$1,135.32 | 3.80% | \$41.52 |
| Full-time Penguin Promise tuition | \$4,976.40 | 3.80% | \$182.16 |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | |
| Instructional Fee (per credit hour) | \$320.09 | 3.80% | \$11.72 |
| General Fee (per credit hour) | \$94.61 | 3.80% | \$3.46 |
| Penguin Promise tuition per credit hour | \$414.70 | 3.80% | \$15.18 |

| BULK-RATE TUITION & MANDATORY FEES | Cohort 3 | Change from Prior Cohort | |
|---|-------------------|---------------------------------|-----------------|
| | FY 2021 | % | \$ |
| Instructional Fee (per semester, 12-18 credit hours) | \$3,700.44 | 4.10% | \$145.80 |
| General Fee | \$1,093.80 | 4.10% | \$43.08 |
| Full-time Penguin Promise tuition | \$4,794.24 | 4.10% | \$188.88 |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | |
| Instructional Fee (per credit hour) | \$308.37 | 4.10% | \$12.15 |
| General Fee (per credit hour) | \$91.15 | 4.10% | \$3.59 |
| Penguin Promise tuition per credit hour | \$399.52 | 4.10% | \$15.74 |

| BULK-RATE TUITION & MANDATORY FEES | Cohort 2 | Change from Prior Cohort | |
|---|-------------------|---------------------------------|-----------------|
| | FY 2020 | % | \$ |
| Instructional Fee (per semester, 12-18 credit hours) | \$3,554.64 | 3.50% | \$120.24 |
| General Fee | \$1,050.72 | 3.50% | \$35.53 |
| Full-time Penguin Promise tuition | \$4,605.36 | 3.50% | \$155.77 |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | |
| Instructional Fee (per credit hour) | \$296.22 | 3.50% | \$10.02 |
| General Fee (per credit hour) | \$87.56 | 3.50% | \$2.96 |
| Penguin Promise tuition per credit hour | \$383.78 | 3.50% | \$12.98 |

| BULK-RATE TUITION & MANDATORY FEES | Cohort 1 | Change from Prior Cohort | |
|---|-------------------|-----------------------------------|-----------|
| | FY 2019 | % | \$ |
| Instructional Fee (per semester, 12-18 credit hours) | \$3,434.40 | N/A (FY19 is first cohort) | |
| General Fee | \$1,015.19 | N/A (FY19 is first cohort) | |
| Full-time Penguin Promise tuition | \$4,449.59 | N/A (FY19 is first cohort) | |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | |
| Instructional Fee (per credit hour) | \$286.20 | N/A (FY19 is first cohort) | |
| General Fee (per credit hour) | \$84.60 | N/A (FY19 is first cohort) | |
| Penguin Promise tuition per credit hour | \$370.80 | N/A (FY19 is first cohort) | |

* Guarantee cohort rates set pursuant to Ohio Revised Code §3345.48 and state budget (temporary law) language.

YOUNGSTOWN STATE UNIVERSITY
Undergraduate College Fees

| Fee Description | FY 2022 Actual | FY 2023 | | |
|---|-------------------|----------|-----------|----------|
| | | Proposed | \$ Change | % Change |
| COLLEGE FEES | | | | |
| Beeghly College of Liberal Arts, Social Sciences & Education | | | | |
| Undergrad with Junior Standing and Above (per credit hour) | \$8.00 | \$8.00 | \$0.00 | 0.00% |
| Undergrad with Junior Standing and Above (bulk rate, 12-18 hours) | \$96.00 | \$96.00 | \$0.00 | 0.00% |
| Bitonte College of Health & Human Services | | | | |
| Undergrad with Junior Standing and Above (per credit hour) | \$12.50 | \$12.50 | \$0.00 | 0.00% |
| Undergrad with Junior Standing and Above (bulk rate, 12-18 hours) | \$150.00 | \$150.00 | \$0.00 | 0.00% |
| College of Science, Technology, Engineering & Mathematics | | | | |
| Undergrad with Junior Standing and Above (per credit hour) | \$25.00 | \$25.00 | \$0.00 | 0.00% |
| Undergrad with Junior Standing and Above (bulk rate, 12-18 hours) | \$300.00 | \$300.00 | \$0.00 | 0.00% |
| Cliffe College of Creative Arts & Communications | | | | |
| Undergraduates (per credit hour) | \$9.00 | \$9.00 | \$0.00 | 0.00% |
| Undergraduates, (bulk rate, 12-18 hours) | \$108.00 | \$108.00 | \$0.00 | 0.00% |
| Williamson College of Business Administration | | | | |
| Undergraduates (per credit hour) | \$20.00 | \$20.00 | \$0.00 | 0.00% |
| Undergraduates, (bulk rate, 12-18 hours) | \$240.00 | \$240.00 | \$0.00 | 0.00% |

YOUNGSTOWN STATE UNIVERSITY
Masters-Level Graduate Tuition & Fees

| Fee Description | FY 2022 Actual | FY 2023 | | |
|---|-------------------|-------------------|----------------|--------------|
| | | Proposed | \$ Change | % Change |
| BULK-RATE TUITION & MANDATORY FEES | | | | |
| Instructional Fee (per semester, 12-18 credit hours) | \$5,359.08 | \$5,359.08 | \$0.00 | 0.00% |
| General Fee (per semester, 12-18 credit hours) | \$1,093.80 | \$1,135.32 | \$41.52 | 3.80% |
| Full-time tuition & mandatory fees | \$6,452.88 | \$6,494.40 | \$41.52 | 0.64% |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | | |
| Instructional Fee (per credit hour) | \$446.59 | \$446.59 | \$0.00 | 0.00% |
| General Fee (per credit hour) | \$91.15 | \$94.61 | \$3.46 | 3.80% |
| ADDITIONAL GRADUATE FEES | | | | |
| Master of Public Health¹ (per credit hour) | \$621.00 | \$621.00 | \$0.00 | 0.00% |
| Master of Fine Arts¹ (per credit hour) | \$570.00 | \$570.00 | \$0.00 | 0.00% |
| Nurse Anesthetist Program Fee² (per semester) | \$3,011.14 | \$3,011.14 | \$0.00 | 0.00% |
| Graduate Workshops (per credit hour) | | | | |
| Resident | \$168.13 | \$169.21 | \$1.08 | 0.64% |
| Non-Resident | \$179.31 | \$180.46 | \$1.15 | 0.64% |

1. The MPH and MFA fees are set by consortia of several Ohio public universities of which YSU is a member. MPH rates apply to related certificate programs.

2. Nurse Anesthetist fee is set by the St. Elizabeth Health Center School for Nurse Anesthetists.

**YOUNGSTOWN STATE UNIVERSITY
Doctoral-Level Graduate Tuition & Fees**

| Fee Description | FY 2022 | FY 2023 | | |
|--|-------------------|-------------------|----------------|--------------|
| | Actual | Proposed | \$ Change | % Change |
| BULK-RATE TUITION & MANDATORY FEES | | | | |
| Instructional Fee (per semester, 12-18 credit hours) | \$5,733.00 | \$5,733.00 | \$0.00 | 0.00% |
| General Fee (per semester, 12-18 credit hours) | \$1,093.80 | \$1,135.32 | \$41.52 | 3.80% |
| Full-time tuition & mandatory fees | \$6,826.80 | \$6,868.32 | \$41.52 | 0.61% |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | | |
| Instructional Fee (per credit hour) | \$477.75 | \$477.75 | \$0.00 | 0.00% |
| General Fee (per credit hour) | \$91.15 | \$94.61 | \$3.46 | 3.80% |
| ADDITIONAL DOCTORAL FEES | | | | |
| Nurse Anesthetists Program Fee¹ (per semester) | \$1,746.19 | \$1,746.19 | \$0.00 | 0.00% |

1. Nurse Anesthetist fee is set by the St. Elizabeth Health Center School for Nurse Anesthetists.

Accelerated Online Programs¹

| Fee Description | AY 2022 Actual | AY 2023 | | |
|--|-------------------|-------------|---|----------|
| | | Proposed | \$ Change | % Change |
| Master of Business Administration | | | | |
| In-state | \$13,500.00 | \$13,500.00 | \$0.00 | 0.0% |
| Non-resident | \$13,650.00 | \$13,650.00 | \$0.00 | 0.0% |
| Master of Science in Education | | | | |
| In-state | \$12,450.00 | \$12,450.00 | \$0.00 | 0.0% |
| Non-resident | \$12,600.00 | \$12,600.00 | \$0.00 | 0.0% |
| Master of Science in Education, Educational Administration with Principal Licensure | | | | |
| In-state | \$14,940.00 | \$14,940.00 | \$0.00 | 0.0% |
| Non-resident | \$15,120.00 | \$15,120.00 | \$0.00 | 0.0% |
| Doctor of Education, Education Leadership | | | | |
| In-state | \$24,900.00 | \$24,900.00 | \$0.00 | 0.0% |
| Non-resident | \$25,200.00 | \$25,200.00 | \$0.00 | 0.0% |
| Registered Nurse to Bachelor of Science in Nursing² | | | | |
| In-state | \$8,820.00 | \$7,700.00 | (\$1,120.00) | -12.7% |
| Non-resident | \$8,960.00 | \$7,840.00 | (\$1,120.00) | -12.5% |
| Master of Family Nurse Practitioner | | | | |
| In-state | \$24,242.00 | \$24,242.00 | \$0.00 | 0.0% |
| Non-resident | \$24,472.00 | \$24,472.00 | \$0.00 | 0.0% |
| Master of Nursing Education | | | | |
| In-state | N/A | \$15,120.00 | New in AY 2023; program rate based on 36 credit hours. | |
| Non-resident | N/A | \$15,300.00 | | |
| Master of Adult Gerontology Acute Care | | | | |
| In-state | \$23,715.00 | \$23,715.00 | \$0.00 | 0.0% |
| Non-resident | \$23,940.00 | \$23,940.00 | \$0.00 | 0.0% |
| Adult Gerontology Acute Care Post Masters Certificate | | | | |
| In-state | \$19,499.00 | \$19,499.00 | \$0.00 | 0.0% |
| Non-resident | \$19,684.00 | \$19,684.00 | \$0.00 | 0.0% |
| Family Nurse Practitioner Post Masters Certificate | | | | |
| In-state | \$19,499.00 | \$19,499.00 | \$0.00 | 0.0% |
| Non-resident | \$19,684.00 | \$19,684.00 | \$0.00 | 0.0% |
| Advanced placement FNP Certificate | | | | |
| In-state (per credit) | \$527.00 | \$527.00 | \$0.00 | 0.0% |
| Non-resident (per credit) | \$532.00 | \$532.00 | \$0.00 | 0.0% |
| Advanced placement AGAC Certificate | | | | |
| In-state (per credit) | \$527.00 | \$527.00 | \$0.00 | 0.0% |
| Non-resident (per credit) | \$532.00 | \$532.00 | \$0.00 | 0.0% |
| Educational Leadership Certificate | | | | |
| In-state (per credit) | \$415.00 | \$415.00 | \$0.00 | 0.0% |
| Non-resident (per credit) | \$420.00 | \$420.00 | \$0.00 | 0.0% |
| Preceptor Technology Fee, per credit hour³ | \$4.00 | \$4.00 | \$0.00 | 0.0% |

1. Accelerated Online Programs are offered through YSU's agreement with Academic Partnerships. Rates are based on academic year, which begins summer or fall semester, depending on program curriculum. Unless otherwise noted, these amounts represent total program charges to enrolled students. The number of required credit hours varies by program.

2. Up to 19 additional general education credits may be required at \$350 per credit hour.

3. Fee applicable to programs that require specialized preceptor software, including Nurse Practitioner and Adult Gerontology programs.

**YOUNGSTOWN STATE UNIVERSITY
Non-Resident Tuition Surcharge**

Schedule 4

| | FY 2022 Actual | FY 2023 | | |
|---|-------------------|----------|-----------|---------|
| | | Proposed | \$ Change | %Change |
| UNDERGRADUATE | | | | |
| Affordable Tuition Advantage¹ | | | | |
| Part-time (per credit, 1-11 credits) | \$15.00 | \$15.00 | \$0.00 | 0.00% |
| Full-time (per semester, within bulk) | \$180.00 | \$180.00 | \$0.00 | 0.00% |
| Credits in excess of bulk (per credit) | \$15.00 | \$15.00 | \$0.00 | 0.00% |
| GRADUATE² | | | | |
| Affordable Tuition Advantage¹ | | | | |
| Below bulk-rate (per credit, 1-11 credits) | \$15.00 | \$15.00 | \$0.00 | 0.00% |
| Within bulk-rate (per semester) | \$180.00 | \$180.00 | \$0.00 | 0.00% |
| Credits in excess of bulk (per credit) | \$15.00 | \$15.00 | \$0.00 | 0.00% |
| If undergraduate degree conferred by an Ohio institution | | | | |
| Below bulk-rate (per credit, 1-11 credits) | \$5.00 | \$5.00 | \$0.00 | 0.00% |
| Within bulk-rate (per semester) | \$60.00 | \$60.00 | \$0.00 | 0.00% |
| Credits in excess of bulk (per credit) | \$5.00 | \$5.00 | \$0.00 | 0.00% |
| Special Programs | | | | |
| Master of Public Health | | | | |
| Below bulk-rate (per credit, 1-11 credits) | \$5.00 | \$5.00 | \$0.00 | 0.00% |
| Within bulk-rate (per semester) | \$60.00 | \$60.00 | \$0.00 | 0.00% |
| Credits in excess of bulk (per credit) | \$5.00 | \$5.00 | \$0.00 | 0.00% |
| Master of Fine Arts | | | | |
| Below bulk-rate (per credit, 1-11 credits) | \$5.00 | \$5.00 | \$0.00 | 0.00% |
| Within bulk-rate (per semester) | \$60.00 | \$60.00 | \$0.00 | 0.00% |
| Credits in excess of bulk (per credit) | \$5.00 | \$5.00 | \$0.00 | 0.00% |
| Accelerated Online Programs | | | | |
| Undergraduate and Graduate | | | | |
| Below bulk-rate (per credit, 1-11 credits) | \$5.00 | \$5.00 | \$0.00 | 0.00% |
| Within bulk-rate (per semester) | \$60.00 | \$60.00 | \$0.00 | 0.00% |
| Credits in excess of bulk (per credit) | \$5.00 | \$5.00 | \$0.00 | 0.00% |

1. Prior to the 2021-22 academic year, the Affordable Tuition Advantage (ATA) rate was offered to non-resident students from certain nearby/border counties in, Pennsylvania, New York State and West Virginia. Effective fall 2021, the University assesses the ATA surcharge on all non-resident students.

2. Although the graduate bulk-rate band is 12-18 hours, graduate students are full-time for academic purposes at 6 credit hours and above.

YOUNGSTOWN STATE UNIVERSITY
Distance Education Program Fees

| Fee Description | FY 2022 | FY 2023 | | |
|--|-------------------|-------------------|----------------|--------------|
| | Actual | Proposed | \$ Change | % Change |
| UNDERGRADUATE, continuing students, non-Penguin Promise | | | | |
| BULK-RATE TUITION & MANDATORY FEES | | | | |
| Instructional Fee (per semester, 12-18 credit hours) | \$3,438.36 | \$3,507.12 | \$68.76 | 2.00% |
| Information Services Fee (per semester, 12-18 credit hours) | \$127.32 | \$129.84 | \$2.52 | 1.98% |
| Full-time tuition & mandatory fees | \$3,565.68 | \$3,636.96 | \$71.28 | 2.00% |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | | |
| Instructional Fee (per credit hour, 1-11 hours) | \$286.53 | \$292.26 | \$5.73 | 2.00% |
| Information Services Fee (per credit hour) | \$10.61 | \$10.82 | \$0.21 | 1.98% |
| GRADUATE | | | | |
| BULK-RATE TUITION & MANDATORY FEES | | | | |
| Instructional Fee (per semester, 12-18 credit hours) | \$5,359.08 | \$5,359.08 | \$0.00 | 0.00% |
| Information Services Fee (per semester, 12-18 credit hours) | \$127.32 | \$129.84 | \$2.52 | 1.98% |
| Full-time tuition & mandatory fees | \$5,486.40 | \$5,488.92 | \$2.52 | 0.05% |
| TUITION & MANDATORY FEES (outside bulk-rate) | | | | |
| Instructional Fee (per credit hour, 1-11 hours) | \$446.59 | \$446.59 | \$0.00 | 0.00% |
| Information Services Fee (per credit hour) | \$10.61 | \$10.82 | \$0.21 | 1.98% |
| WEB-BASED PROGRAM | | | | |
| Per Web-Based Course | \$100.00 | \$100.00 | \$0.00 | 0.00% |

YOUNGSTOWN STATE UNIVERSITY
Short-Term Housing Charges FY2023*

| | FY2022 | FY 2023 | | |
|----------------------------|---------------|-----------------|------------------|-----------------|
| | <u>Actual</u> | <u>Proposed</u> | <u>\$ Change</u> | <u>% Change</u> |
| Room Options | | | | |
| Weekly | N/A | \$250.00 | New | New |
| Monthly | N/A | \$900.00 | New | New |
| Meal Plan Options | | | | |
| 50-block meal plan | N/A | \$610.00 | New | New |
| 30-block meal plan | N/A | \$470.00 | New | New |
| Sampler plan | N/A | \$155.00 | New | New |
| Add-On Options | | | | |
| Linen Package (per set) | N/A | \$25.00 | New | New |
| Hospitality Basket | N/A | \$50.00 | New | New |
| Summer Storage (per month) | N/A | \$50.00 | New | New |

*Short-term housing will be offered in Wick House during FY 2023.

YOUNGSTOWN STATE UNIVERSITY
Other Fees, Charges and Fines

Schedule 7

| Fee Description | FY 2022 Actual | FY 2023 Proposed | Change |
|---|---------------------------|-----------------------------|---------------|
| ACT Test Fee | \$55.00 | \$55.00 | \$0.00 |
| Career Services Fee, for continuing non-Penguin Promise Students | | | |
| Level 1 - Mandatory, Freshman and Sophomores (per credit hour) | \$1.75 | \$1.75 | \$0.00 |
| Level 2 - Mandatory, Junior and Senior (per credit hour) | \$2.75 | \$2.75 | \$0.00 |
| Check Replacement Fee | \$25.00 | \$25.00 | \$0.00 |
| Child Preschool Lab Fee (per semester) | \$150.00 | \$150.00 | \$0.00 |
| College Level Examination Program Test Fee (CLEP) | \$25.00 | \$25.00 | \$0.00 |
| College Credit Plus per credit (<i>rates set by State of Ohio and subject to change</i>): | | | |
| In high school instruction by high school teacher | \$41.64 | \$41.64 | \$0.00 |
| Online instruction by YSU faculty | \$83.28 | \$83.28 | \$0.00 |
| On-campus instruction by YSU faculty | \$166.55 | \$166.55 | \$0.00 |
| College Over Sixty Registration Fee | \$5.00 | \$5.00 | \$0.00 |
| Computer-based Placement Re-Test Fee (per test) | \$20.00 | \$20.00 | \$0.00 |
| Course Book, e-Book, and instructional materials | Variable | Variable | |
| Course Fees (per course) (name change in FY20, formerly Lab & Materials fees) | | | |
| Course Fee Level 1 | \$35.00 | \$35.00 | \$0.00 |
| Course Fee Level 2 | \$50.00 | \$50.00 | \$0.00 |
| Course Fee Level 3 | \$65.00 | \$65.00 | \$0.00 |
| Course Fee Level 4 (gross anatomy) | \$300.00 | \$300.00 | \$0.00 |
| Course Fee Level 7 | \$20.00 | \$20.00 | \$0.00 |
| Course Fee Level 8 | \$85.00 | \$85.00 | \$0.00 |
| Course Fee Level 9 | \$25.00 | \$25.00 | \$0.00 |
| Course Fee Level 10 (nursing clinical) | \$200.00 | \$200.00 | \$0.00 |
| Course Fee Level 11 (Co-Op) | \$350.00 | \$350.00 | \$0.00 |
| Course Fee Level 12 | \$300.00 | \$300.00 | \$0.00 |
| Course Fee Level 13 | \$100.00 | \$100.00 | \$0.00 |
| Student Success (name change in FY 2021, formerly First Year Experience) | \$35.00 | \$35.00 | \$0.00 |
| Credit by Examination (per credit) | \$20.00 | \$20.00 | \$0.00 |
| Credit Card Convenience Fee (student accounts only) | 2.85% | 2.85% | \$0.00 |
| Deferred Payment Fee (for employers) | \$50.00 | \$50.00 | \$0.00 |
| Duplicate Diploma Fee | \$40.00 | \$40.00 | \$0.00 |
| Equipment, Materials & Damage Replacement Fee | <i>Replacement value</i> | | |
| Federal Background Check | \$28.00 | \$28.00 | \$0.00 |
| Fingerprinting Web Check Fee (per occurrence) | \$37.00 | \$37.00 | \$0.00 |
| Graduate Accelerated Program Fee | \$50.00 | \$50.00 | \$0.00 |
| Graduate Student Application Fee | \$45.00 | \$45.00 | \$0.00 |
| Graduation Fee | \$65.00 | \$65.00 | \$0.00 |
| Health Center fee (pass-through to Mercy Health), mandatory flat fee | \$34.00 | \$34.00 | \$0.00 |
| Honors College Fee (per semester) | \$25.00 | \$25.00 | \$0.00 |
| Installment Plan Fee (maximum) | \$50.00 | \$50.00 | \$0.00 |
| International Fees: | | | |
| International Student Program Fee (per semester, non-AP, non-online) | \$75.00 | \$75.00 | \$0.00 |
| International Student Credential Evaluation Fee-Graduate | \$45.00 | \$45.00 | \$0.00 |
| International Student Health Insurance (pass-through, set by insurance carrier) | Variable | Variable | \$0.00 |
| International Student Transportation Fee | \$40.00 | \$40.00 | \$0.00 |
| International Student Storage Fee | \$5.00 | \$5.00 | \$0.00 |
| International Student Activities Fee | Variable | Variable | N/A |
| Placement & Supervision for Overseas Student Teaching | Variable | Variable | N/A |
| Internal Revenue Service / 1098T Fee (IRS penalty for incorrect name/SSN match) | \$100.00 | \$100.00 | \$0.00 |

YOUNGSTOWN STATE UNIVERSITY
Other Fees, Charges and Fines

Schedule 7

| Fee Description | FY 2022 Actual | FY 2023 Proposed | Change |
|---|-------------------|-----------------------|-----------|
| Intramural Sports: | | | |
| Team Rate per sport | \$25.00 | N/A | (\$25.00) |
| Individual - Single sport | N/A | \$5.00 | New |
| Individual - Multi sport bulk rate | N/A | \$12.00 | New |
| Jump Start (rates apply only to initial summer semester and select courses): | | | |
| One 1-credit lab | \$200.00 | N/A program suspended | |
| One 3-credit course | \$500.00 | N/A program suspended | |
| One 4-credit course | \$650.00 | N/A program suspended | |
| One 5-credit course | \$850.00 | N/A program suspended | |
| Late Graduation Application Fee (after 3rd week) | \$38.50 | \$38.50 | \$0.00 |
| Late Payment Fee | \$50.00 | \$50.00 | \$0.00 |
| Library Fines: | | | |
| Replacement Processing Fee | \$10.00 | \$10.00 | \$0.00 |
| Overdue InterLibrary Loan Material (per day) | \$0.05 | \$0.05 | \$0.00 |
| Overdue Maag/Depository Material (per day) | \$0.10 | \$0.10 | \$0.00 |
| Overdue OhioLINK Material (per day) | \$0.50 | \$0.50 | \$0.00 |
| Overdue Closed Reserve Material Daily Rental (per day) | \$0.55 | \$0.55 | \$0.00 |
| Overdue Closed Reserve Material Hourly Rental (per hour) | \$0.55 | \$0.55 | \$0.00 |
| Library Material Replacement Fee | Market Value | Market Value | \$0.00 |
| Library Study Carrel Rental | \$25.00 | \$25.00 | \$0.00 |
| OhioLINK Material Replacement Fee | \$110.00 | \$110.00 | \$0.00 |
| SearchOhio (OhioLINK partner) Overdue fine (per day) | \$0.50 | \$0.50 | \$0.00 |
| SearchOhio (OhioLINK partner) Material Replacement Fee | \$25.00 | \$25.00 | \$0.00 |
| MAT Test Fee | \$90.00 | \$90.00 | \$0.00 |
| NCAA Permissible Expenses | Variable | Variable | N/A |
| Ohio Attorney General Payment / Collections Fee | Variable | Variable | \$0.00 |
| Parking & Transportation Fees | | | |
| Transportation Fees, Non-Penguin Promise Undergrad. Students, per semester: | | | |
| Fall & Spring terms, mandatory for students enrolled in 6 or more credits | \$115.00 | \$115.00 | \$0.00 |
| Fall & Spring terms, optional permit for students enrolled in less than 6 credits | \$115.00 | \$115.00 | \$0.00 |
| Summer term, mandatory for students enrolled in 6 or more credits | \$58.00 | \$58.00 | \$0.00 |
| Summer term, optional permit for students enrolled in less than 6 credits | \$58.00 | \$58.00 | \$0.00 |
| Parking Permit Fees, Penguin Promise/Graduate/Doctoral Students: | | | |
| Optional commuter permit, per semester | \$45.00 | \$45.00 | \$0.00 |
| Optional overnight permit, per semester | \$90.00 | \$90.00 | \$0.00 |
| Parking Permit Fees, Other Miscellaneous: | | | |
| Employees, per semester | \$85.00 | \$85.00 | \$0.00 |
| Contract employees, per semester, Fall & Spring | \$160.00 | \$160.00 | \$0.00 |
| Contract employees, Summer term | \$103.00 | \$103.00 | \$0.00 |
| Control Card Replacement | \$5.00 | \$5.00 | \$0.00 |
| Visitors, Daily/Special Event (per day) | \$5.00 | \$5.00 | \$0.00 |
| Visitors, Weekly/Special Event (per week) | \$18.00 | \$18.00 | \$0.00 |
| Parking Violations: | | | |
| Class I (minor violation, 1st offense) | \$25.00 | \$25.00 | \$0.00 |
| Class I (minor violation, 2nd offense) | \$30.00 | \$30.00 | \$0.00 |
| Class I (minor violation, 3rd offense) | \$35.00 | \$35.00 | \$0.00 |
| Class II (major violations) | \$100.00 | \$100.00 | \$0.00 |
| Class III (legal violations) | \$250.00 | \$250.00 | \$0.00 |
| PC Data Recovery Service Fee | \$100.00 | \$100.00 | \$0.00 |
| PC Remediation Service Fee | \$75.00 | \$75.00 | \$0.00 |

YOUNGSTOWN STATE UNIVERSITY
Other Fees, Charges and Fines

Schedule 7

| Fee Description | FY 2022 Actual | FY 2023 Proposed | Change |
|--|-------------------|---------------------|--------|
| Peace Officers Training Academy | \$300.00 | \$300.00 | \$0.00 |
| Photo I.D. Replacement Charge | \$25.00 | \$25.00 | \$0.00 |
| Physical Therapy Doctoral Acceptance Deposit | \$500.00 | \$500.00 | \$0.00 |
| Proficiency Examination (per course) | \$45.00 | \$45.00 | \$0.00 |
| Program Fees: | | | |
| Bachelor of Arts in Telecommunications Studies (per course) | \$35.00 | \$35.00 | \$0.00 |
| Bachelor of Fine Arts - Studio Art Program (per credit course) | \$29.00 | \$29.00 | \$0.00 |
| Bachelor of Science in Engineering (per student-per semester) | \$50.00 | \$50.00 | \$0.00 |
| Master of Business Administration (per credit hour) | \$50.00 | \$50.00 | \$0.00 |
| Master of Accountancy (per credit hour) | \$50.00 | \$50.00 | \$0.00 |
| Applied / Performance Music (per credit hour course) | \$75.00 | \$75.00 | \$0.00 |
| Reading Tutoring Fee | \$38.00 | \$38.00 | \$0.00 |
| Returned Check or Credit Card Fee | \$30.00 | \$30.00 | \$0.00 |
| Rich Autism Center Pre-School Program (per week) | \$125.00 | \$125.00 | \$0.00 |
| Student Code of Conduct Fines for Violations: | | | |
| Failure to attend conduct hearing | \$25.00 | \$25.00 | \$0.00 |
| Failure to complete disciplinary sanction | \$25.00 | \$25.00 | \$0.00 |
| Restitution for lost/stolen/damaged property | \$50.00 | \$50.00 | \$0.00 |
| Alcohol abuse violation - 1st offense | \$75.00 | \$75.00 | \$0.00 |
| Alcohol abuse violation - 2nd offense | \$125.00 | \$125.00 | \$0.00 |
| Alcohol abuse violation - 3rd+ offense | \$175.00 | \$175.00 | \$0.00 |
| Drug/controlled substance abuse violation - 1st offense | \$100.00 | \$100.00 | \$0.00 |
| Drug/controlled substance abuse violation - 2nd offense | \$150.00 | \$150.00 | \$0.00 |
| Drug/controlled substance abuse violation - 3rd+ offense | \$250.00 | \$250.00 | \$0.00 |
| Violation for violent or threatening behavior | \$150.00 | \$150.00 | \$0.00 |
| Violation for theft | \$150.00 | \$150.00 | \$0.00 |
| Violation for weapons | \$150.00 | \$150.00 | \$0.00 |
| Violation for drugs sales or distribution | \$250.00 | \$250.00 | \$0.00 |
| Other violations | up to \$250 | up to \$250 | \$0.00 |
| Student Locker Rental (per year) | \$25.00 | \$25.00 | \$0.00 |
| Study Abroad Fees: | | | |
| Individual Study Abroad | \$75.00 | \$75.00 | \$0.00 |
| Faculty-led Study Abroad (various, based on actual travel costs) | Variable | Variable | N/A |
| Technology Equipment Loaner Fee | \$50.00 | \$50.00 | \$0.00 |
| Thesis Binding Fee | \$25.00 | \$25.00 | \$0.00 |
| Transcript Fee | \$6.00 | \$6.00 | \$0.00 |
| Transcript Rush Fee (same-day processing) | \$12.00 | \$12.00 | \$0.00 |
| Transcript Rush Fee (overnight express) | \$35.00 | \$35.00 | \$0.00 |
| Undergraduate Application Fee (first time applicant) | \$45.00 | \$45.00 | \$0.00 |
| Web-based course fee (for students not in a web-based program) | \$100.00 | \$100.00 | \$0.00 |
| Youngstown Early College (per credit hour) | \$118.55 | \$123.05 | \$4.50 |

YOUNGSTOWN STATE UNIVERSITY
Fee Waivers

| Waiver | Fee Waived | Amount Waived per credit hour | Adjusted Rate with Waiver |
|--|------------------------------------|--|--|
| Reduced Non-Resident Surcharge for graduate students who earned an undergrad degree at an Ohio university. | Non-Resident Surcharge | \$10.00 | \$5.00 |
| Distance Education | General Fee | \$61.67 | \$0.00 |
| Youngstown Early College | Blended to create special YEC rate | \$241.70 | \$123.05 |
| Reduced Non-Resident Surcharge for specialized programs: *Masters of Fine Arts *Masters of Public Health *Accelerated Online Programs | Non-resident Surcharge | \$10.00 | \$5.00 |



**RESOLUTION TO APPROVE
INTERFUND TRANSFERS**

WHEREAS, University Policy Number 3356-3-11.1, Budget Transfers, requires Board of Trustees approval for inter-fund transfers of \$100,000 or more for operating purposes or for any purpose other than a specific capital improvement project, for capital improvements or construction projects of \$500,000 or more, and for transfers out of operating reserves regardless of amount; and

WHEREAS, certain accounting and budget adjustments and transfers outside the operating budget are necessary during the course of a fiscal year and at the end of a fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the transfer of funds, as detailed in Exhibit __.



YOUNGSTOWN STATE UNIVERSITY
Interfund Transfers Requiring Board Approval
Transfers Outside of the Operating Budget
Requested Transfers for Third Quarter 2022

| FROM | TO | AMOUNT | REASON |
|--|---|---------------|--|
| Parking Services Plant Reserve (Auxiliary Plant Fund) | West of Fifth and Commerce Street Parking Lots | \$800,000 | To fund parking lot projects on West and Southwest perimeters of campus. |
| Parking Services Plant Reserve (Auxiliary Plant Fund) | M-30 Parking Renovations | \$750,000 | To fund renovation project. |

YOUNGSTOWN STATE UNIVERSITY
Budget to Actual Comparison for the University General Fund
For the 6-month period of 7/1/21 - 12/31/21

| FY2022 Revenue 2nd Quarter, 12/31/21 | Fiscal Year 2022 | | Actual as a % of Budget | Business Indicator | Actual Compared to Prior Year |
|---|-----------------------|-----------------------|----------------------------|-----------------------|-------------------------------------|
| | Budget | Actual | | | |
| Tuition and mandatory fees | \$ 91,521,002 | \$ 83,506,022 | 91.2% | ● | ↓ |
| Other tuition and fees | 9,413,282 | 9,673,303 | 102.8% | ● | ↓ |
| Student charges | 867,800 | 642,413 | 74.0% | ● | ↓ |
| State appropriations | 44,571,389 | 22,189,222 | 49.8% | ● | ↑ |
| Recovery of indirect costs | 2,996,413 | 907,579 | 30.3% | ● | ↑ |
| Investment income | 2,555,414 | 2,458,923 | 96.2% | ● | ↑ |
| Other income | 1,074,700 | 462,988 | 43.1% | ● | ↑ |
| Total | \$ 153,000,000 | \$ 119,840,450 | 78.3% | ● | ↓ |

● On/Above target

● Caution

● Warning

| FY2022 Expenses 2nd Quarter, 12/31/21 | Fiscal Year 2022 | | Actual as a % of Budget | Business Indicator | Actual Compared to Prior Year |
|--|-----------------------|----------------------|----------------------------|-----------------------|-------------------------------------|
| | Budget | Actual | | | |
| Wages | \$ 71,697,555 | \$ 35,334,839 | 49.3% | ● | ↑ |
| Benefits | 26,900,894 | 16,318,515 | 60.7% | ● | ↑ |
| Scholarships | 13,688,625 | 9,711,998 | 70.9% | ● | ↑ |
| Operations | 15,465,099 | 8,239,986 | 53.3% | ● | ↑ |
| Plant & maintenance | 8,000,906 | 3,899,552 | 48.7% | ● | ↑ |
| Fixed asset purchases | 251,084 | 77,182 | 30.7% | ● | ↑ |
| Transfers | 16,995,837 | 17,049,473 | 100.3% | ● | ↓ |
| Total | \$ 153,000,000 | \$ 90,631,545 | 59.2% | ● | ↑ |

● On/Below target

● Caution

● Warning

Projects in Progress:

Greenhouse Renovations
YSU 2122-18

\$420k (Gift Funds) YSU Staff. Hudson Construction.

This project will be a modest renovation of the greenhouse area at the south end of Ward Beecher. The third bay of the greenhouse will be cleaned out, the floor filled in, and the existing HVAC removed and replaced. Also, finishes to the corridor and supports spaces will be upgraded. **Project is mostly complete except for HVAC equipment.**

Elevator Safety Repairs and Replacements
YSU 2122-08

\$1.5M (Capital Funds) Domokur.

Several elevators on our campus will be upgraded and/or replaced including Jones Hall, Phelps, Beeghly Center and Kilcawley Center. This project was developed by Domokur Architects along with YSU staff and is currently underway for a Fall completion.

Projects Currently at Controlling Board:

- Excellence Training Center Roof - \$320,000 - Boak and Sons.

RFQ's Posted to OFCC Website for Design Services:

- None at this time.

Projects Currently Advertised for Bids:

- Watson Team Center - \$2.4M - Bids open February 23, 2022
- Utility Distribution Upgrades/Expansion - \$2.1M - Bids open February 23, 2022.
- Building Envelope Renovations - \$2.1M - Bids Open February 9, 2022.

Projects in Development for 2022:

Excellence Training Center Roof
YSU 1718-20RR

\$300k (Capital Funds) SSOE.

This project will replace the roof on the original, existing part of the building along Commerce Street. This project will start in the early Spring for a May completion.

Building Envelope Renovations
YSU 2122-06

\$2.1M (Capital Funds) Perspectus Architects.

This project will address several deferred maintenance issues related to building exteriors. Due to age and weather, exterior building concrete will spall and deteriorate, brick will become loose, cracks will form, etc. This project will address these issues making the buildings safer, more air and water tight, and thus, more energy efficient. This project will begin in Spring 2022 and be complete by mid-September.

Utility Distribution Upgrades/Expansion

YSU 2122-07

\$2.1M (Capital Funds) GPD Group.

This project will address several deferred maintenance issues within the campus utility distribution system. Utility tunnels will be repaired along with replacement of piping within the tunnels. Above ground ventilation structures will also be repaired. An electrical loop will also be installed to offer pathway redundancy. This project is currently out for competitive bidding and will be complete by September 2022.

Moser Hall Renovations Phase 1

YSU 2122-21

\$1.3M (Capital Funds) YSU Staff.

This project will address several deferred maintenance issues within Moser Hall while at the same time giving the building interior a fresh appearance. This project is being developed by YSU staff and will start in the Spring of 2022 for a Fall completion.

Watson Team Center

YSU 2122-19

\$2.4M (Gift/Philanthropy Funds) YSU Staff.

This project will convert the former Flower Shop on Rayen Avenue into the Watson Team Center. This project is out for competitive bidding and will start in the Spring of 2022 for an August completion.

Fok Hall Renovations

YSU 2122-20

\$150k (Local Funds) YSU Staff.

This project will address accessibility issues with the west entrance and the main floor restroom. The west entryway will be widened, and a new entry ramp will be constructed while the restroom on the main floor will be renovated and made fully accessible. This project will start Spring 2022 and will be complete for Fall Semester.

Parking Deck Renovations

YSU 2122-04

\$1.0M (Local Funds) Walker Consultants.

This project will focus on the M30 parking deck and will address several deferred maintenance and preventative maintenance items. This project will start in the late Spring of 2022 for an August completion.

Lyden House Restroom Renovations

YSU 2122-23

\$600k (Local Funds) Olsavsky Jaminet.

This project will renovate restrooms in Lyden House to address several leaks and deferred maintenance items. This project will start in late Spring 2022 and be complete before student move-in this fall.

<https://businessjournaldaily.com/commentary-using-local-businesses-boosts-mahoning-valley-economy/>

Wednesday, December 15, 2021 Staff

Commentary: Using Local Businesses Boosts Mahoning Valley Economy

By Guy Coviello, President & CEO of the Youngstown/Warren Regional Chamber

YOUNGSTOWN, Ohio — Hats off to Warren City Schools and Superintendent Steve Chiaro for using a weighted rating system that leads to hiring local architects, engineers and builders for construction projects.

Formulas created by economic experts peg the multiplier effect of construction projects at 13 to 17 times over 10 years. That means Warren City Schools' most recent decision to hire a Valley contractor to build a \$15 million recreational/wellness center will result in approximately \$225 million of trickle-down economic impact pumped into the Valley.

If spent on out-of-town vendors, this multiplier effect – income used to pay mortgages, rent, tuition, groceries, entertainment, utilities, services, fuel, etc. – happens elsewhere, not here.

Every decision-maker in the Valley, public or private, for profit or nonprofit, should adopt this practice. And whether or not this practice is exercised should be a primary consideration when it comes time to vote on tax levies, award philanthropic support and conduct personal business.

We have in the past several years witnessed too many stewards of local organizations and taxpayer dollars hire out-of-town companies for construction projects. While we might benefit slightly from cups of coffee, lunches or an occasional gasoline fill-up purchased by outside vendors, millions of dollars flow to the architects', engineers' and builders' home communities.

This is not limited to construction, either. When local organizations fail to use local in any industry – banking, financial management, accounting, you name it – we all lose.

Meanwhile, many of those making these decisions, from schools and community centers to libraries, foundations and the like, have no qualms about asking the locally owned

professional companies to make donations, sponsor events, buy fundraising bricks or commit time serving on voluntary boards and commissions.

I can't remember the last time I saw an outside company advertising in a local high school sports program or newspaper, buying tickets to local charity fundraisers or sponsoring local teams.

There are rare occasions when a service requires highly specialized expertise that can't be found in the region. That's when hiring outside the Valley is justified. But for the vast majority of projects, our region possesses extraordinary talent, well-qualified companies and overall capabilities to compete with anyone in the nation.

These hiring decisions also impact brain drain. Sending the message to our youth that services provided by a company in Cleveland, Pittsburgh or Columbus must be better also sends a message that our youth must take their talents to those communities to be successful.

Of course, that's bunk. In fact, we've noticed that many times outside firms, often large with hefty marketing budgets that help make them look superior, assign their youngest, least-experienced people to projects here. The veteran talent is reserved for projects in the firms' hometowns.

In 2022, the Youngstown/Warren Regional Chamber will explore ways to celebrate those who follow the example set by Warren City Schools Superintendent Chiaro and his team.

Yes, quality of work is paramount. Yes, cost is a serious consideration. But overall economic impact of local versus outside should always be part of the equation.

Published by The Business Journal, Youngstown, Ohio.



YOUNGSTOWN STATE UNIVERSITY
Reportable Budget and Interfund Transfers
Quarter Ended December 31, 2021

BUDGET TRANSFERS WITHIN THE OPERATING BUDGET (i.e., General Fund and Auxiliaries):

| FROM | TO | AMOUNT | REASON |
|-------------|-----------|---------------|---------------|
| None | | | |

TRANSFERS OUTSIDE OF THE OPERATING BUDGET:

| FROM | TO | AMOUNT | REASON |
|--|---|---------------|---|
| Housing Services Plant Reserve (Auxiliary Plant Fund) | Lyden House Bathroom Renovation (Auxiliary Plant Fund) | \$600,000 | Approved by Board in December. |
| Housing Services Plant Reserve (Auxiliary Plant Fund) | Courtyard Camera Project (Auxiliary Plant Fund) | \$142,000 | To fund project to change analog cameras to IP cameras. |
| Technology Master Plan (Designated Fund) | General Fund | \$65,397 | To close designated fund. |
| General Fund | SBDC Fed Cash Match YR35 (21-22) (Restricted Fund) | \$41,000 | To fund required match. |
| YSUF Williamson College Fund (Restricted Fund) | SBDC Fed Cash Match YR35 (21-22) (Restricted Fund) | \$33,035 | To fund required match. |

Youngstown State University
Fiscal Year 2022 Second Quarter Diversity Spend Report
October 1, 2021 through December 31, 2021

| | FY2022 | | | | FY2021 | | | |
|--|---------------------|------------------------|----------------------|------------------------|---------------------|------------------------|----------------------|------------------------|
| | 2nd QTR | Percent of Addressable | YTD | Percent of Addressable | 2nd QTR | Percent of Addressable | YTD | Percent of Addressable |
| Diversity Spend - Goods and Services (excludes EDGE and construction) | | | | | | | | |
| MBE - Ohio Certified | \$ 149,073 | 2.71% | \$ 282,642 | 2.64% | \$ 79,060 | 1.81% | \$ 173,627 | 1.84% |
| MBE - Other Certified | 7,474 | 0.14% | 13,964 | 0.13% | 69 | 0.00% | 393 | 0.00% |
| Disability Challenged | 164,041 | 2.98% | 264,281 | 2.47% | 138,783 | 3.18% | 193,692 | 2.05% |
| Recycled Materials | 15,519 | 0.28% | 49,762 | 0.46% | 12,746 | 0.29% | 65,403 | 0.69% |
| Veteran Owned | 55,105 | 1.00% | 239,808 | 2.24% | 228 | 0.01% | 228 | 0.00% |
| Woman Owned | 10,343 | 0.19% | 40,373 | 0.38% | 6,251 | 0.14% | 20,828 | 0.22% |
| Total Diversity Spend | \$ 401,555 | 7.29% | \$ 890,831 | 8.31% | \$ 237,137 | 5.44% | \$ 237,137 | 4.81% |
| Total Addressable Spend - Goods and Services | \$ 5,504,564 | 100.00% | \$ 10,716,762 | 100.00% | \$ 4,361,041 | 100.00% | \$ 3,561,314 | 100.00% |
| | | | | | | | | |
| EDGE Spend - Goods, Services, and Construction | | | | | | | | |
| EDGE - Ohio Certified - Construction | \$ 107,822 | 1.73% | \$ 2,305,770 | 18.26% | \$ 44,000 | 0.64% | \$ 44,000 | 0.67% |
| Total EDGE Spend | \$ 107,822 | 1.73% | \$ 2,305,770 | 18.26% | \$ 44,000 | 0.64% | \$ 44,000 | 0.67% |
| Total Addressable Spend - Goods, Services, and Construction | \$ 6,238,847 | 100.00% | \$ 12,626,779 | 100.00% | \$ 6,910,830 | 100.00% | \$ 12,034,226 | 100.00% |

Definitions:

MBE (Minority Business Enterprise): The MBE program is designed to assist minority businesses in obtaining state government contracts for goods and services. (Unlike the Encouraging Diversity, Growth and Equity program, the MBE program does not apply to construction contracts.) The State of Ohio developed the program because it recognized the need to encourage, nurture and support the growth of minority businesses to foster their development and increase the number of qualified competitors in the marketplace.

EDGE (Encouraging Diversity, Growth, and Equity Program): The EDGE program is designed to assist socially and economically disadvantaged businesses in obtaining state government contracts in the following areas: construction, architecture and engineering; professional services; goods and services; and information technology services. (In contrast to the Minority Business Enterprise program, the EDGE program does apply to construction contracts.) The State of Ohio developed the program because it recognizes the need to encourage, nurture, and support the growth of economically and socially disadvantaged businesses to foster their development and increase the number of qualified competitors in the marketplace.

Youngstown State University (YSU) does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity and/or expression, disability, age, religion or veteran/military status in its programs or activities. Please visit YSU's Commitment to Accessibility webpage for contact information for persons designated to handle questions about this policy.

Youngstown State University
Diversity Spend Detail Report - Goods and Services
(excludes EDGE and construction)
October 1, 2021 through December 31, 2021

| Minority Business Enterprise (MBE) - Ohio Certified | | | |
|---|---|-------------------------|-------------------|
| Name | Address | Type of Contract | Purchases |
| AG PrintPromo Solutions | 540 Graham Road, Cuyahoga Falls, Ohio 44221 | Printing Services | \$ 49,098 |
| Brown Enterprise Solutions | 5935 Wilcox Place, Suite E, Dublin, Ohio 43016 | Computer Supplies | 49,098 |
| BES Solutions | 5935 Wilcox Place, Suite E, Dublin, Ohio 43016 | Office Supplies | 21,837 |
| Kevin L. Penn, Inc. | 11811 Shaker Boulevard, Suite 421, Cleveland, Ohio 44120 | Audit Services | 29,040 |
| Subtotal - MBE - Ohio Certified | | | \$ 149,073 |
| Minority Business Enterprise (MBE) - Other Certified | | | |
| Name | Address | Type of Contract | Purchases |
| Staples - Tier 2 | 4170 Highlander Parkway, Richfield, Ohio 44286 | Office Supplies | \$ 7,474 |
| Subtotal - MBE - Other Certified | | | \$ 7,474 |
| Disability Challenged | | | |
| Name | Address | Type of Contract | Purchases |
| Compass Family Services | 535 Marmion Avenue, Youngstown, Ohio 44502 | Janitorial Services | \$ 164,041 |
| Subtotal - Disability Challenged | | | \$ 164,041 |
| Recycled Materials | | | |
| Name | Address | Type of Contract | Purchases |
| Staples - Tier 2 | 4170 Highlander Parkway, Richfield, Ohio 44286 | Office Supplies | \$ 15,519 |
| Subtotal - Recycled Materials | | | \$ 15,519 |
| Veteran Owned | | | |
| Name | Address | Type of Contract | Purchases |
| NPI Audio Visual | 26500 Renaissance Parkway, Cleveland, Ohio 44128 | Audio Visual Equipment | 55,105 |
| Subtotal - Veteran Owned | | | \$ 55,105 |
| Woman Owned | | | |
| Name | Address | Type of Contract | Purchases |
| Protect-N-Shred | P.O. Box 85, Cortland, Ohio 44410 | Document Shredding | \$ 1,626 |
| Red Diamond Uniform & Police Supply | 4437 Mahoning Avenue, Youngstown, Ohio 44515 | Public Safety Supplies | 4,353 |
| Roar Postal Supplies & Solutions | 10600 W. 108th Terrace, Overland Park, Kansas 66210 | Postal Supplies | 156 |
| Ryan Carpet Sales & Services Inc. | 70 Victoria Road, Austintown, Ohio 44515 | Flooring | 2,328 |
| School Health Corporation | 5600 Apollo Drive, Rolling Meadows, Illinois 60008 | Exercise Equipment | 404 |
| Staples - Tier 2 | 4170 Highlander Parkway, Richfield, Ohio 44286 | Office Supplies | 359 |
| Tempest Inc. | 12750 Berea Road, Cleveland, Ohio 44111 | Service Repairs | 885 |
| Union Eyes Optical Inc. | Suite B, 229 Churchill Hubbard Road, Youngstown, Ohio 44505 | Public Safety Supplies | 231 |
| Subtotal - Woman Owned | | | \$ 10,343 |
| Total Diversity Spend | | | \$ 401,555 |

Youngstown State University
EDGE Spend Detail Report
October 1, 2021 through December 31, 2021

| |
|--|
| Encouraging Diversity, Growth, and Equity (EDGE) - Ohio Certified |
|--|

| | Address | Project | Purchases |
|--------------------------------|---|--|--------------------------|
| BSHM Architects | 15 Central Square STE 300, Youngstown, Ohio 44503 | Academic Area Renovations and Upgrades | \$ 13,840 |
| The Murphy Contracting Company | 285 Andrews Ave PO Box 1833, Youngstown, Ohio 44501 | Kilcawley Center Restroom Renovations | 64,500 |
| United Contractors | 7126 Brookwood Drive, Brookfield, Ohio 44403 | Edmund J Salata Complex Renovations | 22,870 |
| Western Reserve Mechanical | 3041 South Main Street, Niles, Ohio 44446 | Kilcawley Repairs | 6,612 |
| | Total EDGE Spend | | <u>\$ 107,822</u> |



**RESOLUTION TO AMEND
THE *BYLAWS OF THE*
*BOARD OF TRUSTEES OF YOUNGSTOWN STATE UNIVERSITY***

WHEREAS, the Board of Trustees of Youngstown State University is a self-governing body established under Chapter 3356 of the *Ohio Revised Code*; and

WHEREAS, the Board of Trustees has adopted *Bylaws of the Board of Trustees of Youngstown State University* (the “*Bylaws*”) regarding its governance and policies regarding its procedures; and

WHEREAS, the Governance Committee of the Board of Trustees has recently undertaken a review of the Board’s *Bylaws* and has determined that the *Bylaws* should be amended; and

WHEREAS, pursuant to Article IX, Section 3.A. of the *Bylaws*, the Governance Committee announced its proposed amendments to the *Bylaws* at the regular meeting of the Board of Trustees held December 2021.

NOW, THEREFORE, BE IT RESOLVED, effective immediately, that the Board of Trustees of Youngstown State University does hereby amend its *Bylaws* as reflected in the redlined version of the *Bylaws* attached hereto

BE IT FURTHER RESOLVED, that University administration is authorized and directed to take such actions as are necessary and appropriate to effectuate the amendment of the Board’s *Bylaws*, including the republication of the *Bylaws* booklet.

**Board of Trustees Meeting
March 3, 2022
YR 2022**

3356-1-01 Bylaws.

(A) Article I. Definitions.

- (1) "Board" means the board of trustees of Youngstown state university.
- (2) "University" means Youngstown state university.
- (3) "Chairperson" means the chairperson of the board of trustees of Youngstown state university.
- (4) "Vice chairperson" means the vice chairperson of the board of trustees of Youngstown state university.
- (5) "Trustee" means a member of the board appointed for a term of nine years, or for the remainder of such a term, by the governor of the state of Ohio pursuant to section 3356.01 of the Revised Code.
- (6) "Student trustee" means a student member of the board appointed by the governor of the state of Ohio pursuant to section 3356.01 of the Revised Code.
- (7) "President" means the president of Youngstown state university.
- (8) "Secretary" means the secretary to the board of trustees of Youngstown state university.
- (9) "Designee" means a member of the university's administrative office(s).

Commented [MS1]: Designee is used in locations where a designee would be appropriate for the task.

(B) Article II. Meetings.

- (1) Regular meetings.
 - (a) The board shall meet no less than four times each year, and at such other times as may be necessary for the best interests of the university. Meetings shall be called at such times as the board prescribes, provided, however, that meetings will usually be held in the months of September, December, March, and June. At the time of the

adjournment of each meeting, the board shall provide, by resolution, the date, time, and place for holding the board's next regular meeting. No less than five days prior to the date of a regular meeting, the secretary, or **designee**, shall provide written notice of said meeting to every member of the board. Notices may be hand-delivered or sent via facsimile, electronic mail, or by first class mail to the residence or business address of a board member.

- (b) Any board member may waive notice of a regular meeting. Attendance of a board member at a regular meeting shall constitute a waiver of notice of the regular meeting.
- (2) Special meetings.
- (a) Special meetings of the board may be called by written request (the "Call") signed by the chairperson, the president, or by three trustees, and delivered to the secretary. The Call for a special meeting shall specify the date, time, place, and purposes thereof, although other business than that specified in the Call may be considered at any such meeting. Upon receipt of a call for a special meeting, and no less than forty-eight hours prior to the time of commencement of the special meeting, the secretary shall provide notice of the special meeting to every member of the board and to the president. Notice of a special meeting shall include the date, time, place, and purposes thereof, as set forth in the Call. Notice of a special meeting may be given in oral or written form and may be given directly to the board member by telephone or direct conversation, or by facsimile, hand delivery, electronic or first-class mail sent to the board member's residence or place of business.
 - (b) Any board member may waive notice of a special meeting. Attendance of a board member at a special meeting shall constitute a waiver of notice of the special meeting.
- (3) Emergency meetings. In the event of an emergency wherein the best interests of the university require immediate official action by

the board, the chairperson (or in his or her absence or disability, the vice chairperson) or the president (or in his or her absence, the provost of the university) may call an emergency meeting of the board. In such event, all reasonable effort shall be made to schedule the emergency meeting in order to permit all of the members of the board to attend the emergency meeting. In such event, all reasonable effort shall be made to notify all of the members of the board of the date, time, place, and nature of the emergency requiring immediate official action.

(4) Place of meetings.

- (a) All regular and special meetings of the board shall be held on university property or through YSU supported technology as provided by law, or on rare occasions off-campus, but with easy access to the public, if circumstances warrant as determined by the chairperson and the president and as provided by law. The place of all board meetings shall be specified in the notice of the meeting.
- (b) Emergency meetings of the board shall be held on university property unless, in the judgment of the person or persons making the Call, the circumstances creating the emergency render a meeting on university property either physically impractical or infeasible.

(5) Quorum.

- (a) A majority of the trustees, when duly convened pursuant to these bylaws, shall constitute a quorum for the transaction of business at any meeting of the board. Student trustees shall not be considered in the determination of a quorum. If less than a majority of the trustees are present at, or at any time during said meeting, a majority of the trustees present may adjourn the meeting from time to time without further notice. When, upon reconvening any such adjourned meeting, a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified.

Commented [MS2]: Provides for meetings off campus under specific conditions, such as an emergency that does not permit campus buildings to be occupied, etc.

- (b) At any meeting where a quorum is present, a majority vote of those present and voting shall be required for any official action by the board, except as otherwise permitted by law or by these bylaws.
 - (c) A trustee may abstain from voting on a matter. A trustee that abstains from voting shall be counted in the determination of a quorum but shall not be counted as voting in favor or against the matter upon which the vote is taken. Trustees having a direct personal or pecuniary interest in a matter that is not common to other members of the board should declare that interest and refrain from discussing and voting on that matter.
- (6) Organization of meetings.
- (a) At each meeting of the board, the chairperson, or in the chairperson's absence, the vice chairperson, or in the absence of both, a chairperson pro tempore, chosen by a majority of the trustees present, shall preside. The secretary, or in the secretary's absence, any person appointed by the chairperson, shall keep the minutes of the meeting, and otherwise perform the duties of secretary of the meeting.
 - (i) The minutes shall be developed as prescribed by law and include information that provides perspectives regarding decisions made by the board as well as demonstrate the board is proactive in its responsibilities to both the state of Ohio and in consideration of the continuing accreditation of the university.
 - (ii) The minutes shall be maintained on the university's board of trustees website in addition to those also maintained via the Maag library in accordance with laws and/or policies associated with records retention.
 - (iii) Minutes shall be prepared and provided to the board as soon as practicable after each board meeting in

Commented [MS3]: Specifies the nature and content of the Minutes

Commented [MS4]: Indicates the location of the Minutes of the BOT Meetings

order that members may appropriately review and approve the minutes.

- (7) Order of business. The order of business at all regular and special meetings of the board shall be as follows:
- (a) Roll call.
 - (b) Proof of notice of meeting.
 - (c) Disposition of minutes.
 - (d) Presentation(s) from the university community (optional).
 - (e) Report of the president.
 - (f) Report of the committees of the board.
 - (g) Communications and memorials.
 - (h) Unfinished business.
 - (i) New business.
 - (j) Chairperson's remarks and requested additional president's remarks as chosen to be offered.
 - (k) Election of board officers (as pertinent).
 - (l) Time and place of next regular meeting of the board.
 - (m) Adjournment.
- (8) Parliamentary procedure. Questions of parliamentary procedure shall be resolved in accordance with "Robert's Rules of Order." The secretary, or designee, shall serve as the board's parliamentarian.

- (9) Procedures for presentation of items to be considered.
- (a) Any proposed action introduced by a board member which would substantially affect university policy shall be presented to the chairperson prior to the meeting at which the matter is to be considered by the board. The proposed action shall be submitted in sufficient time to allow the chairperson to assign the proposed action to an appropriate board committee to review such action and to make whatever recommendations to the full board the committee deems to be appropriate.
 - (b) The annual budget and all other major questions of university policy recommended by the president shall be presented to each member of the board prior to the meeting at which the matter is to be considered by the board. The proposed action shall be submitted in sufficient time to allow the appropriate board committee to review such action and to make whatever recommendations to the full board it deems to be appropriate.
 - (c) Any business to be presented to the board by other than a board member or the president shall be submitted in writing to the chairperson, who shall refer it to the appropriate board committee for consideration and possible action. The chairperson may direct that such business be placed on the agenda.
- (10) Public notice of meetings.
- (a) Public notice of all board meetings shall meet or exceed that required by Ohio law, section 121.22 of the Revised Code.
 - (b) Any person or news medium may ascertain the time and place of all regularly scheduled board meetings and the time, place, and purpose of all special board meetings by contacting university communications or on the internet at <http://ysu.edu/board-of-trustees>. The local media, and other interested parties, will be made aware of upcoming

Commented [MS5]: Provides for all provisions of ORC

Commented [MS6]: Assures mechanisms for public notice and notice to media

meetings of the board when requesting such notification by contacting the office of communications.

(C) Article III. Officers and organizations.

- (1) Powers of the board. The board shall have the power, not inconsistent with law or these bylaws, to do all things necessary for the proper maintenance and successful and continuous operation of the university. No individual trustee, student trustee, or committee of the board shall have authority to commit or bind the board or the university to any policy, action, or agreement unless specifically authorized by action of the board.
- (2) Officers of the board. The officers of the board shall be the chairperson, the vice chairperson, and the secretary. The board may appoint such other officers or employees as the interests of the university require. Such officers and employees shall have such authorities, and shall perform such duties, as may be prescribed by the board.
- (3) Qualifications, election, and term of office. The chairperson and vice chairperson shall be trustees. The qualifications of all other officers shall be determined by the board. The officers of the board shall be annually elected by the trustees at the board's last regular meeting of the university's fiscal year. Newly elected officers shall take office immediately following adjournment of the meeting at which they are elected and shall hold their offices until their successors are elected.
- (4) Chairperson. The chairperson, when present, shall preside at all meetings of the board and perform generally all duties incident to the office of the chairperson and such other duties as may be assigned to the chairperson by the board. Unless contrary to board policy or these bylaws, the chairperson may assign any of the chairperson's duties to another trustee.
- (5) Vice chairperson. In the event of a temporary vacancy in the office of the chairperson or at the request of the chairperson, or in the event of temporary absence or disability of the chairperson, the vice chairperson shall perform all the duties of the chairperson and,

while so acting, shall have all the power and authority of, and be subject to the restrictions upon, the chairperson.

- (6) Secretary. The secretary shall prepare minutes of all meetings and proceedings of the board. The secretary, or **designee**, shall give notice of all meetings of the board, when required by the provisions of Article II and the appropriate sections. The secretary, or **designee**, shall serve as the board's parliamentarian. At the last regular meeting of the university's fiscal year, the secretary shall submit a written report of board member attendance at board and committee meetings for the preceding year. The secretary shall perform such other duties as from time to time may be assigned to the secretary by the board or the chairperson.
- (7) Attorney general. The attorney general of the state of Ohio shall be the legal advisor to, and represent, the university and/or the board in all matters civil or criminal involving the university of the board.
 - (a) The general counsel of the university is a member of the Ohio attorney general's office and represents the board of trustees on behalf of the state of Ohio.
- (8) Removal of board officers. Any officer of the board may be removed as such officer at any time, either with or without cause, by resolution adopted by not less than six trustees at any regular meeting of the board. Any officer may be removed as such officer, either with or without cause, by resolution adopted by not less than six trustees at any special meeting of the board, provided that such removal action was indicated on the notices of such special meeting.
- (9) Student trustees. Section 3356.01 of the Revised Code provides for appointments of two students to the board but provides that student trustees shall have no voting power on the board, that student trustees shall not be considered as members of the board in determination of a quorum, and that student trustees shall not be entitled to attend executive sessions of the board.
- (10) Permanent vacancies. In the event of a permanent vacancy in the office of the chairperson or vice chairperson, the remaining

trustees may elect a successor to fill such permanent vacancy. What constitutes a “permanent vacancy” shall be determined by the board.

(11) Board orientation.

- (a) There shall be at least annually a board orientation developed specifically for onboarding new members of the board but will be open to all board members to attend.
- (b) The orientation shall include the chair, vice chair, secretary, and president and the executive officers of the university as well as any other individual invited to present at and/or attend the orientation.
- (c) The orientation should be constructed in such a fashion that new board members in particular can more easily and rapidly engage themselves fully in all matters before the board as specified in these bylaws and otherwise specified by law.
- (d) Orientation may be comprised of various types and levels of engagement and interactions that optimally served the purpose of the orientation session(s).

Commented [MS7]: Provides for an Orientation of new members and continuing members as appropriate

(12) Ethics training. The board, executive officers of the university and other invited members of the administration’s leadership will annually engage in ethics training.

Commented [MS8]: Provides for annual ethics training

(D) Article IV. Board committees.

- (1) Membership. All trustees and student trustees shall be voting members of all board standing committees, unless otherwise provided by these bylaws.
- (2) National/global trustees. In order to take advantage of the diverse talents, resources, and experiences of friends and alumni of the university who can contribute to the current and future success of the university, the position of national/global trustees has been established in accordance with the following guidelines:

- (a) The board may nominate and appoint persons to the position of national/global trustee. National/global trustees shall be nominated and appointed by the board of trustees on the basis of one or more of the following criteria: success in chosen field or business; state or national prominence; ability to serve as an advocate for higher education; ability and willingness to offer advice to the board and university president and/or demonstrated support for Youngstown state university.
- (b) There shall be no more than three persons serving in the position of national/global trustee at any one time. National/global trustees shall serve staggered terms such that no more than one such position expires in a calendar year.
- (c) Each national/global trustee shall be appointed for a three year term and shall be eligible to serve a second consecutive three year term. A national/global trustee that has served two consecutive terms shall not be eligible for reappointment as a national/global trustee until not less than one year has passed since the conclusion of his or her term as a national/global trustee.
- (d) National/global trustees shall have no voting privileges on the board, shall not be considered in determining whether a quorum is present and shall not be eligible to be an officer of the board, but may otherwise participate in all activities of the board.
- (e) National/global trustees shall not be compensated for their service but shall be paid their reasonable and necessary expenses in the same manner that applies to trustees.
- (f) National/global trustees shall follow the Ohio ethics laws, including those set forth in Chapter 102 and sections 2921.42 and 2932.43 of the Revised Code, the board's bylaws and university policy.

- (g) National/global trustees shall be appointed by board action after nomination by the governance committee of the board in accordance with the process described for the nomination and election of board officers set forth in paragraph (D)(6)(h) of the bylaws.
 - (h) National/global trustees may be removed by a majority vote of the board.
 - (i) A trustee may serve as a national/global trustee, but cannot be appointed to serve as a national/global trustee until at least one year after the board member's term as a trustee has ended.
 - (j) An employee or former employee of the university may serve as a national/global trustee but cannot be appointed to serve as a national/global trustee until at least one year after that person's compensated service to the university has ended.
 - (k) National/global trustees shall be entitled to legal defense and indemnification against claims and liabilities that might arise from the performance of their duties on behalf of the board to the fullest extent permitted by Ohio law. In addition, the national/global trustees will be considered a "volunteer" for purposes of coverage under the university's liability insurance.
- (3) Committee chairperson and vice chairperson. The chairperson shall appoint the chairperson and vice chairperson of each standing committee, and members of such committees that are not otherwise composed of all of the trustees or as otherwise set forth herein, subject to the approval of the board. Committee chairpersons and vice chairpersons shall be trustees. The chairperson will not be a chairperson or vice chairperson of a standing committee.
- (4) Quorum and conduct of committee meetings.
- (a) Six members of a standing committee shall constitute a quorum, unless otherwise provided. A majority of the

members of subcommittee of a standing committee shall constitute a quorum, unless otherwise provided. The act of a majority of the members present and voting at a meeting at which a quorum is present shall be the act of the committee or subcommittee. However, regardless of the existence of a quorum in number, at least one of the following four persons must be present at a committee or subcommittee meeting in order for the committee to conduct business: (a) the chairperson, (b) the vice chairperson, (c) the (sub)committee chairperson, or (d) the (sub)committee vice chairperson. A committee member may abstain from voting on a matter. A committee member that abstains from voting shall be counted in the determination of a quorum but shall not be counted as voting in favor or against the matter upon which the vote is taken. Committee members having a direct personal or pecuniary interest in a matter that is not common to other members of the board should declare that interest and refrain from discussing and voting on that matter.

- (b) A majority of the members of a special or ad hoc committee, including any student trustees, shall constitute a quorum. The act of a majority of the members present and voting at a meeting at which a quorum is present shall be the act of the special or ad hoc committee.
 - (c) The board and university administration will mutually develop committee agendas, with the chairperson having authority to approve all final agendas.
- (5) Rules. Each committee may adopt rules for its own governance not inconsistent with these bylaws or any rule adopted by the board.
- (6) Standing committees. The board's standing committees, and their respective duties and areas of responsibility, shall be as follows:
- (a) Academic excellence and student success committee.

- (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Academic policies which provide for and govern faculty teaching, research, and service;
 - (b) Establishment of new academic programs, changes in or deletions of existing academic programs, and the issuing of certificates or the granting of degrees;
 - (c) Policies which provide for and govern retention, persistence, progress, and graduation, including but not limited to, diversity issues, and general education requirements;
 - (d) Policies which provide for and govern student housing and student life;
 - (e) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the committee; and
 - (f) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee; and
- (ii) To assist the board in the exercise of its oversight responsibilities relating to those academic and administrative departments within the purview of the committee.
- (iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(a)(ii) of

Commented [MS9]: This is added to the role of each committee for consistency

the bylaws, or as assigned by the board or its executive committee.

- (iv) Provided that he or she is a member of the university faculty, the chair of the YSU academic senate shall be a nonvoting member of the committee. In the event that the chair of the YSU academic senate is not a member of the university's faculty, then the faculty member holding the highest-ranking position within the YSU academic senate leadership shall hold this position. This position shall not count toward the determination of a quorum of the committee.
- (b) Institutional engagement committee.
 - (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Policies that provide for and govern student recruitment, financial aid, orientation, and enrollment, including but not limited to, integrated marketing, yield, scholarship optimization and career.
 - (b) Policies that provide for and govern the external relationships established by or required of the University, excluding matters assigned to other of the board's standing committees;
 - (c) Policies that provide for and govern university fundraising, including but not limited to, institutional advancement through the YSU foundation, the YSU research foundation, the annual fund, capital campaigns, special projects and solicitations;

Commented [MS10]: Enhances the role of this Committee and provides an opportunity for the Academic Excellence and Student Success Committee to focus on retention, persistence, progress and completion. Similar to the language previously used with some language aligned with the Plan for Strategic Actions

- (d) The Youngstown state university development agreement between the university and the YSU foundation.
- (e) Policies that provide for and govern continuing university relations with its graduates, including but not limited to, alumni associational activity;
- (f) Policies that provide for and govern university operations directed toward effective communications, public relations, marketing, and the enhancement of community goodwill;
- (g) Policies that provide for and govern university public service in, and partnerships with, the larger community, or segments thereof, including but not limited to, those relationships which are contractual; policies which provide for and govern University intergovernmental relationships, including but not limited to, those with the city of Youngstown, Mahoning county, as well as with agencies and departments of state and federal governments;
- (h) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the committee.
- (i) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee.
- (ii) The individual identified in paragraph (D)(6)(a)(iv) of the bylaws, for the academic excellence and

Commented [MS11]: Creates another opportunity for faculty engagement with the BOT. Same faculty member ex officio on two committees

student success committee, will serve a similar role on this committee.

- (iii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments and functions within the purview of the committee.
 - (iv) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(b)(iii) of the bylaws, or as assigned by the board or its executive committee.
- (c) Finance and facilities committee.
- (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Financial and budgetary policies, including but not limited to, the annual operating budget, and the capital improvement budget;
 - (b) Policies governing debt instruments issued by the university.
 - (c) The financial and budgetary impact of major agreements, contracts, programs, plans or initiatives to be recommended to the board by any standing, ad hoc, or special committee, including but not limited to, recommendations regarding university personnel, insurance, and donations;
 - (d) The acquisition of real property by purchase, gift, or otherwise; the disposition of real property; the acquisition or disposition of significant property broadly classified as technology;

- (e) Major projects, including but not limited to, the construction, demolition, or remodeling of facilities, and, as appropriate, the selection of architects and engineers;
 - (f) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the finance and facilities committee.
 - (g) Policies as related to the health of the campus community particularly related to current or emerging health crises; and
 - (h) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee.
- (ii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments and functions within the purview of the finance and facilities committee, including but not limited to, the conduct, and scrutiny of the auditor's work product, of the annual audit, as well as any special audits, undertaken by (i) the university's internal auditor, (ii) external auditors, and (iii) state auditor. Auditor's work product includes findings, management letters, and all other relevant documentation.
 - (iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(c)(ii) of the bylaws, or as assigned by the board or its executive committee.
 - (iv) The finance and facilities committee will include the following subcommittee:

Commented [MS12]: Provides Committee responsibility for the health of the campus community

- (a) Audit subcommittee.
- (i) The audit subcommittee, chaired by the chairperson of the finance and facilities committee, will be composed of the chairperson and four additional trustees who will be appointed annually by the chairperson of the board. As appropriate, when receiving and considering certain audit reports, the president may be excused from the subcommittee proceedings.
- (ii) The audit subcommittee will meet at least once annually and perform those duties as assigned by the finance and facilities committee relative to paragraph (D)(6)(c)(ii) of the bylaws. The subcommittee will report its findings and recommendations to the finance and facilities committee.

Commented [MS13]: Student member is removed and prohibition of dual membership on investment committee is removed as investment committee will be the board.

(d) Investment committee.

- (i) To consider those matters that warrant board attention or require board action relating to:
- (a) Section 3345.05 of the Revised Code, to exercise the authority and responsibility provided by law including but not limited to:
- (i) Policies governing investments issued by the university;
- (ii) Custody and investment of any funds which are now under or may in the

Commented [MS14]: Shifts to a Committee from a Subcommittee

future come under control of the board of trustees.

- (e) Intercollegiate athletics committee;
- (i) To consider those matters that warrant board attention or require board action relating to:
- (a) Policies that provide for and govern the university's participation in intercollegiate athletics;
- (b) personnel matters; however, approval of personnel actions will occur in the University Affairs Committee;
- (c) policies that provide for the effectiveness of the NCAA compliance program;
- (c) policies that provide for the effectiveness of ensuring and promoting the academic, health, and social welfare of student-athletes;
- (e) policies that assure the effectiveness of implementing the Committee's endorsed budget;
- (f) academic performance and progress of student-athletes;
- (g) governance policies related to intercollegiate athletics;
- (h) the president's proposed approach to the selection of and term of service of the NCAA faculty representative(s);

Commented [MS15]: Creates a new Committee

As written mirrors the two university policies on Intercollegiate Athletics

Commented [MS16]: Creates the opportunity for more than one faculty athletics representative

- collective bargaining agreements, including but not limited to, oversight of contractual arrangements with exempt personnel;
- (d) Policies that provide for equal opportunity standards and govern equal opportunity practices in university employment and operations, including but not limited to, implementation of affirmative action initiatives;
 - (e) Policies that provide for the acquisition, development, access, and use of electronic technology; and
 - (f) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the committee.
- (ii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments within the purview of the committee.
 - (iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(f)(ii) of the bylaws, or as assigned by the board or its executive committee.
- (g) Executive committee.
 - (i) The membership of the executive committee shall consist of the chairperson (presiding), the vice chairperson, and the chairpersons of the academic excellence and student success committee, the institutional engagement committee, the finance and facilities committee, and the university affairs committee. The executive committee will consider

those matters that warrant board attention or require board action relating to:

- (a) Matters relevant to the employment, assessment and compensation of the president, with recommendation to the board, as appropriate, for its attention or action; for purposes of this consideration, the president may be excused from the committee's proceedings; and
- (b) Matters relative to the employment, assessment and compensation of the secretary, if determined by the board to be necessary, with recommendation to the board, as appropriate, for its attention or action; for purposes of this consideration, the secretary may be excused from the committee's proceedings; and
- (c) Any institutional mission statement, strategic or master plans, with recommendation to the Board, as appropriate, for its attention or action;
- (d) Matters not within the assigned purview of any board standing, ad hoc, or special committee; the executive committee will report on such matters, as appropriate, to the board for its attention or action;
- (e) Special assignments of particular matters, not clearly within the purview of any board committee, to one of the board's standing, ad hoc, or special committees; the designated committee will be instructed to report either to the executive committee or to the board;

engaged in the making of nominations, it will at the request of the chair of the committee, to avoid conflict of interest in the process, be chaired by the trustee whose term is expiring and is therefore not eligible to serve as an officer. When the governance committee is engaged in the making of nominations, the president of the university may be excused from the committee's proceedings; and

- (f) The chair will annually survey the trustees regarding their interest, willingness and qualifications to serve in leadership roles in the forthcoming term the results of which will be presented to the next elected chair of the board.
- (g) Consider other matters as appropriate to a governance committee, or as assigned by the executive committee or the board.

Commented [MS18]: Adjusted to solicit interest from members of the board their interest in serving on committees

- (7) Ad hoc committees. The chairperson may appoint from time to time such ad hoc committees as may be required for the proper and continuous operation of the university; however, an ad hoc committee shall not be appointed to consider matters which lie entirely within the purview of a standing committee. The chairperson shall determine the membership of the ad hoc committee and when the work of the ad hoc committee is completed.

(E) Article V. Administration of the university.

- (1) President of the university, faculty, and staff. The board shall employ the president of the university; and shall employ, fix the compensation of, and remove employees as may be necessary. The board shall do all things necessary for the proper maintenance and successful continuous operation of the university and may act under such policies and bylaws as it may approve.

- (2) Other personnel. The employment, classification, wage scales, and dismissal of all personnel, not otherwise under contract to the board of trustees, shall follow the policies established by the board and the laws of the state of Ohio.
- (3) Reports to the board.
- (a) Budget. At a meeting of the finance and facilities committee prior to the board's last regular meeting of the university's fiscal year, the president shall present to the board the draft budget for the ensuing fiscal year. The budget shall be presented in a form showing estimated income and the allocations for the university's major areas of expenditure in accordance with general account classifications of the state of Ohio and shall be accompanied by a review describing the major changes.

As may be necessary, the budget may be revised from time to time by the board. After approval by the board, the budget shall govern financial transactions. The president shall establish procedures for the expenditure of all budgeted funds in accordance with the policies of the board. In administering the budget, the president may make or authorize transfers or adjustments in individual budget accounts or in local unrestricted accounts provided that no such action shall increase the total of budgeted expenditures. Whenever income fails to meet budgeted income, the president shall present to the board for its review and approval a plan to address any anticipated shortfalls. The status of the budget shall be reported to the board at each of its regularly scheduled meetings.

- (b) Revisions of fees and other charges. From time to time, but no less than annually, the president shall recommend to the board for its approval a continuation or revision of the instructional fees, tuition, general fees, and other uniform charges.
- (c) Service charges. The president may fix and announce other fees, fines, and rental or service charges. No such other

Commented [MS19]: Already a practice; formalized via the ByLaws

fees or charges shall be imposed until authorized by the president.

- (d) Purchase of insurance.
 - (i) The president shall cause to have prepared and submitted to the board, at or before its first regular meeting after January first of each year, a report that tabulates all insurance policies in force, including coverage, current premiums and premiums paid during the previous two years, and agents servicing these policies. This report shall include, but is not limited to: general, fire, liability, bonds, property, automobile, comprehensive, officers and directors' liability, medical and hospitalization contracts, or any other policy for the protection of Youngstown state university's personnel and property.
 - (ii) All insurance shall be purchased through the president or his or her designee.
- (e) Inventory of real property. At the close of each fiscal year, the president shall cause to be prepared and submitted to the board, at or before its first regular meeting after September first of each year, an inventory of all real property managed, owned, leased, rented, or under option to the university. This report shall include acreage held, an estimate of land and building values, a general statement on the condition of the physical plant, and such other details as may be directed by the board or the president.
- (f) Obligation of the university. At the close of each fiscal year the president shall cause to be prepared and submitted to the board a report describing the obligations of the university, financial and otherwise, the terms and conditions of repayment or satisfaction of such obligations and any security given by the university toward such obligations.

or to other university purposes as directed by the president with the approval of the finance and facilities committee.

- (c) The rental policies of the university as approved by the board also apply to all auxiliary activity facilities.

(G) Article VII. Instruction and degrees.

(1) Degrees and certificates.

- (a) Degrees, titles, and certificates shall be awarded by the board upon recommendation of the university faculty and transmitted to the board by the president. All diplomas issued to those receiving degrees and titles from the university shall be signed by the chairperson and the president.
- (b) Honorary degrees. The board will consider the conferral of honorary degrees given the recommendations to the provost by the academic senate as stipulated in its charter and the provost to the president as recommended to the board.
- (c) Commencement speakers. The board will consider the selection of a commencement speaker given the recommendations to the provost by the academic senate as stipulated in its charter and the provost to the president as recommended to the board.

(H) Article VIII. Miscellaneous.

- (1) Appearances before governmental offices. Subject to specific control by the board, the preparation and presentation of requests for appropriations from the state of Ohio, and all appearances, communications, and representations made on behalf of the university with all federal, state, and local government offices, boards, and agencies, shall be under the direction of the president. Unauthorized appearances, communications, and representations before federal, state, and local government offices, boards, and agencies are hereby prohibited.

- (2) Use of university facilities. The use of university facilities shall be governed by such rules and regulations as may be promulgated by the president.
- (3) Protocol for requests to address the board and/or its committees.
- (a) Any and all persons desiring to address the board shall submit in writing a request for permission to address the board. Such request shall be submitted not less than three weeks prior to the meeting of the board at which the party requests to be heard.
 - (b) All such requests shall be submitted to the board chairperson through the secretary to the board of trustees, by submission either directly to the secretary or through the office of the president of the university.
 - (c) All such requests shall state the subject of the matter to be addressed to board, the identity or identities of the person(s) who will speak to the subject matter before the board, the relationship(s) of such person(s) to the university and the matter being brought to the attention of the board, the postal and electronic mail addresses and daytime telephone number of the person(s) requesting permission to address the board.
 - (d) As the standing committees of the board are composed of all of the board's trustees, the board chairperson may in his or her discretion, refer any request to address the board to such committee of the board as the chairperson deems appropriate.
 - (e) Any presentation to the board or a committee thereof contemplated under this procedure shall not be longer than five minutes in total length. The board chairperson and/or the chair of the board committee before which such presentation is to be delivered may at any time, in his or her discretion, increase or decrease the number of persons addressing the board or committee, and/or lengthen, shorten, or cancel the time permitted for any address or presentation.

Commented [MS20]: Moved to this location from later in the previous version of the Bylaws

- (f) The format and substance of any address or presentation to the board or its committees shall at all times remain within the bounds of relevance, civility, and decorum as shall be determined in the sole discretion of the chairperson of the body before which the matter is addressed or presented. The chairperson of that body shall at all times possess the authority to lengthen, short, or cancel, without notice or action of the body, the time allotted to any address or presentation.
- (g) No request to address the board or any of its committees shall knowingly be permitted or permitted to proceed if the substance or purpose of such address is or may be a subject of litigation, collective bargaining, employment relations involving the university, its employees, and/or students, or any other matter which is not properly within the public interest or the interest of the university.

(4) Protocol for handling letters, petitions, or other such forms of communication submitted to the board.

- (a) Any such communication of a personnel nature will be considered by the appropriate committee of the board at the next regularly scheduled meeting.
- (b) Communications other than personnel matters will be considered for appropriate disposition at the next agenda setting meeting for the upcoming regular meeting of the board.
 - (i) If considered to be an urgent matter by the president, the board chair will be consulted to determine the appropriate next steps regarding the matter.

(I) Article IX. Bylaws, rules, and policies (promulgation, amendment, and repeal).

- (1) Statement of purpose. These bylaws, including additions or amendments, outline the major administrative and governing

Commented [MS21]: Provides guidance on handling matters addressed to the Board

functions of the board. Detailed rules, policies, and ordinances for the operation of the university may be enacted or amended by action of the board or may be promulgated by the president, provided such shall not conflict with policies or bylaws of the board.

- (2) Rules and policies: promulgation, amendment, and repeal. Detailed rules and policies for the organization, administration, and operation of the university may be promulgated, amended, and repealed by the board, in consideration of recommendations of the president.
- (3) Amendments to bylaws.
 - (a) These bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by affirmative vote of not less than six trustees at any regular meeting or special meeting of the board. Any proposed alteration, amendment, repeal, or adoption of all or any part of the bylaws shall first be announced at a meeting of the board (regular or special). Action on the proposal may not be taken until the next meeting of the board (regular or special).
 - (b) These amendments to the bylaws shall be effective upon adoption by an affirmative vote of not less than six members of the board.

Commented [MS22]: Deleted Notes to ByLaws as the notes were tracking changes; can now track the changes via the "track-changes" feature of the software.

3356-1-01 Bylaws.

(A) Article I. Definitions.

- (1) "Board" means the board of trustees of Youngstown state university.
- (2) "University" means Youngstown state university.
- (3) "Chairperson" means the chairperson of the board of trustees of Youngstown state university.
- (4) "Vice chairperson" means the vice chairperson of the board of trustees of Youngstown state university.
- (5) "Trustee" means a member of the board appointed for a term of nine years, or for the remainder of such a term, by the governor of the state of Ohio pursuant to section 3356.01 of the Revised Code.
- (6) "Student trustee" means a student member of the board appointed by the governor of the state of Ohio pursuant to section 3356.01 of the Revised Code.
- (7) "President" means the president of Youngstown state university.
- (8) "Secretary" means the secretary to the board of trustees of Youngstown state university.
- (9) "Designee" means a member of the university's administrative office(s).

(B) Article II. Meetings.

- (1) Regular meetings.
 - (a) The board shall meet no less than four times each year, and at such other times as may be necessary for the best interests of the university. Meetings shall be called at such times as the board prescribes, provided, however, that meetings will usually be held in the months of September, December, March, and June. At the time of the

adjournment of each meeting, the board shall provide, by resolution, the date, time, and place for holding the board's next regular meeting. No less than ~~seven~~five days prior to the date of a regular meeting, the secretary, or designee, shall provide written notice of said meeting to every member of the board. Notices may be hand-delivered or sent via facsimile, electronic mail, or by first class mail to the residence or business address of a board member.

- (b) Any board member may waive notice of a regular meeting. Attendance of a board member at a regular meeting shall constitute a waiver of notice of the regular meeting.

(2) Special meetings.

- (a) Special meetings of the board may be called by written request (the "Call") signed by the chairperson, the president, or by three trustees, and delivered to the secretary. The Call for a special meeting shall specify the date, time, place, and purposes thereof, although other business than that specified in the Call may be considered at any such meeting. Upon receipt of a call for a special meeting, and no less than forty-eight hours prior to the time of commencement of the special meeting, the secretary shall provide notice of the special meeting to every member of the board and to the president. Notice of a special meeting shall include the date, time, place, and purposes thereof, as set forth in the Call. Notice of a special meeting may be given in oral or written form and may be given directly to the board member by telephone or direct conversation, or by facsimile, hand delivery, electronic or ~~first~~first-class mail sent to the board member's residence or place of business.

- (b) Any board member may waive notice of a special meeting. Attendance of a board member at a special meeting shall constitute a waiver of notice of the special meeting.

(3) Emergency meetings. In the event of an emergency wherein the best interests of the university require immediate official action by

the board, the chairperson (or in his or her absence or disability, the vice chairperson) or the president (or in his or her absence, the provost of the university) may call an emergency meeting of the board. In such event, all reasonable effort shall be made to schedule the emergency meeting in order to permit all of the members of the board to attend the emergency meeting. In such event, all reasonable effort shall be made to notify all of the members of the board of the date, time, place, and nature of the emergency requiring immediate official action.

(4) Place of meetings.

- (a) All regular and special meetings of the board shall be held on university property [or through YSU supported technology as provided by law, or on rare occasions off-campus, but with easy access to the public, if circumstances warrant as determined by the chairperson and the president and as provided by law](#). The place of all board meetings shall be specified in the notice of the meeting.
- (b) Emergency meetings of the board shall be held on university property unless, in the judgment of the person or persons making the Call, the circumstances creating the emergency render a meeting on university property either physically impractical or infeasible.

(5) Quorum.

- (a) A majority of the trustees, when duly convened pursuant to these bylaws, shall constitute a quorum for the transaction of business at any meeting of the board. Student trustees shall not be considered in the determination of a quorum. If less than a majority of the trustees are present at, or at any time during said meeting, a majority of the trustees present may adjourn the meeting from time to time without further notice. When, upon reconvening any such adjourned meeting, a quorum is present, any business may be transacted which might have been transacted at the meeting as originally notified.

- (b) At any meeting where a quorum is present, a majority vote of those present and voting shall be required for any official action by the board, except as otherwise permitted by law or by these bylaws.
 - (c) A trustee may abstain from voting on a matter. A trustee that abstains from voting shall be counted in the determination of a quorum but shall not be counted as voting in favor or against the matter upon which the vote is taken. Trustees having a direct personal or pecuniary interest in a matter that is not common to other members of the board should declare that interest and refrain from discussing and voting on that matter.
- (6) Organization of meetings.
- (a) At each meeting of the board, the chairperson, or in the chairperson's absence, the vice chairperson, or in the absence of both, a chairperson pro tempore, chosen by a majority of the trustees present, shall preside. The secretary, or in the secretary's absence, any person appointed by the chairperson, shall keep the minutes of the meeting, and otherwise perform the duties of secretary of the meeting.
 - (i) The minutes shall be developed as prescribed by law and include information that provides perspectives regarding decisions made by the board as well as demonstrate the board is proactive in its responsibilities to both the state of Ohio and in consideration of the continuing accreditation of the university.
 - (ii) The minutes shall be maintained on the university's board of trustees website in addition to those also maintained via the Maag library in accordance with laws and/or policies associated with records retention.
 - (iii) Minutes shall be prepared and provided to the board as soon as practicable after each board meeting in

order that members may appropriately review and approve the minutes.

(7) Order of business. The order of business at all regular and special meetings of the board shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting.

(c) Disposition of minutes. ~~(Minutes shall be prepared and provided to the board as soon as practicable after each board meeting in order that members may be prepared for discussion. Upon approval, all minutes shall be promptly recorded and open to public inspection.)~~

(d) Presentation(s) from the university community (optional).

~~(e)~~(e) Report of the president.

~~(f)~~(f) Report of the committees of the board.

~~(g)~~(g) Communications and memorials.

~~(h)~~(h) Unfinished business.

~~(i)~~(i) New business.

~~(j)~~(j) Chairperson's remarks ~~(optional)~~ and requested additional president's remarks as chosen to be offered.

~~(k)~~(k) Election of board officers (as pertinent).

~~(l)~~(l) Time and place of next regular meeting of the board.

~~(m)~~(m) Adjournment.

- (8) Parliamentary procedure. Questions of parliamentary procedure shall be resolved in accordance with “Robert’s Rules of Order.” The secretary or designee, shall serve as the board’s parliamentarian.
- (9) Procedures for presentation of items to be considered.
- (a) Any proposed action introduced by a board member which would substantially affect university policy shall be presented to the chairperson prior to the meeting at which the matter is to be considered by the board. The proposed action shall be submitted in sufficient time to allow the chairperson to assign the proposed action to an appropriate board committee to review such action and to make whatever recommendations to the full board the committee deems to be appropriate.
- (b) The annual budget and all other major questions of university policy recommended by the president shall be presented to each member of the board prior to the meeting at which the matter is to be considered by the board. The proposed action shall be submitted in sufficient time to allow the appropriate board committee to review such action and to make whatever recommendations to the full board it deems to be appropriate.
- (c) Any business to be presented to the board by other than a board member or the president shall be submitted in writing to the chairperson, who shall refer it to the appropriate board committee for consideration and possible action. The chairperson may direct that such business be placed on the agenda.
- (10) Public notice of meetings.
- (a) Public notice of all board meetings shall meet or exceed that required by Ohio law, [section 121.22 of the Revised Code](#).

- (b) Any person or news medium may ascertain the time and place of all regularly scheduled board meetings and the time, place, and purpose of all special board meetings by: contacting university communications or on the internet at <http://ysu.edu/board-of-trustees>. The local media, and other interested parties, will be made aware of upcoming meetings of the board when requesting such notification by contacting the office of communications.
- (i) ~~Written request mailed or delivered to the office of the president; or~~
- (ii) ~~Inquiry by telephone or in person at the office of the president during normal business hours.~~
- (c) ~~Any news media representative may obtain notice of the time, place, and purpose of all special meetings of the board by requesting in writing that such notices be provided and by paying an annual fee of fifteen dollars to compensate the university for the special services required of it in providing such notice. Such notices will be furnished to one named representative of any particular publication or radio or television station. All requests for such notification shall be addressed to the secretary of the board of trustees of Youngstown state university (YSU). Each such request shall provide the name of the individual media representative to be contacted, his or her mailing address, his or her telephone facsimile number (if available), and not to exceed two telephone numbers at which such representative may be reached.~~
- (i) ~~The secretary shall maintain a list of all news media representatives who have requested notice of special meetings pursuant to paragraph (B)(10)(c) of the bylaws and who have paid the service charge described above. In the event of a special meeting (which is not of an emergency nature), the secretary shall notify each media representative on said list of such meeting by doing at least one of the following:~~

- ~~(a) — Mailing written notice to the representative at his or her given mailing address, which written notice must be deposited in United States first class mail no later than three calendar days prior to the day of the special meeting;~~
- ~~(b) — Calling the representative by telephone no later than twenty four hours prior to the special meeting. Such telephone notice shall be deemed complete if a message has been left for the representative at either of his or her given telephone numbers or if, after reasonable effort, the secretary has been unable to provide such telephone notice;~~
- ~~(c) — Sending notice addressed to the representative via telephone facsimile to the facsimile number provided by the representative;~~
- ~~(d) — Sending notice addressed to the representative via electronic mail to the electronic mail address provided by the representative;~~
- ~~(e) — Informing such representative personally no later than twenty four hours prior to the special meeting.~~
- ~~(ii) — In the event of an emergency requiring immediate official action, the individual or individuals calling the meeting shall direct the secretary to notify immediately those news media representatives appearing on the list described in the preceding paragraphs of the time, place, and purpose of the meeting.~~
- ~~(iii) — In furnishing the notices required by paragraph (B)(10) of the bylaws, the secretary may rely upon~~

~~the assistance provided by the president (or the president's designee), and any such notice shall be deemed complete if given in the manner provided in paragraph (B)(10) of the bylaws.~~

~~(iv) The secretary shall maintain a list of the names, addresses, electronic mail addresses, telephone numbers, telephone facsimile numbers, and business affiliation, if given, of all persons who have provided written request of all regular and special board meetings, and of all news media representatives who have qualified for notices of special and emergency meetings.~~

(C) Article III. Officers and organizations.

- (1) Powers of the board. The board shall have the power, not inconsistent with law or these bylaws, to do all things necessary for the proper maintenance and successful and continuous operation of the university. No individual trustee, student trustee, or committee of the board shall have authority to commit or bind the board or the university to any policy, action, or agreement unless specifically authorized by action of the board.
- (2) Officers of the board. The officers of the board shall be the chairperson, the vice chairperson, and the secretary. The board may appoint such other officers or employees as the interests of the university require. Such officers and employees shall have such authorities, and shall perform such duties, as may be prescribed by the board.
- (3) Qualifications, election, and term of office. The chairperson and vice chairperson shall be trustees. The qualifications of all other officers shall be determined by the board. The officers of the board shall be annually elected by the trustees at the board's last regular meeting of the university's fiscal year. Newly elected officers shall take office immediately following adjournment of the meeting at which they are elected and shall hold their offices until their successors are elected.

- (4) Chairperson. The chairperson, when present, shall preside at all meetings of the board and perform generally all duties incident to the office of the chairperson and such other duties as may be assigned to the chairperson by the board. Unless contrary to board policy or these bylaws, the chairperson may assign any of the chairperson's duties to another trustee.
- (5) Vice chairperson. In the event of a temporary vacancy in the office of the chairperson or at the request of the chairperson, or in the event of temporary absence or disability of the chairperson, the vice chairperson shall perform all the duties of the chairperson and, while so acting, shall have all the power and authority of, and be subject to the restrictions upon, the chairperson.
- (6) Secretary. The secretary shall prepare ~~and maintain, in the office of the president,~~ minutes of all meetings and proceedings of the board ~~in one or more books provided for that purpose.~~ The secretary, ~~or designee,~~ shall give notice of all meetings of the board, when required by the provisions of Article II and the appropriate sections. The secretary, ~~or designee,~~ shall serve as the board's parliamentarian. At the last regular meeting of the university's fiscal year, the secretary shall submit a written report of board member attendance at board and committee meetings for the preceding year. The secretary shall perform such other duties as from time to time may be assigned to the secretary by the board or the chairperson.
- (7) Attorney general. The attorney general of the state of Ohio shall be the legal advisor to, and represent, the university and/or the board in all matters civil or criminal involving the university of the board.
 - (a) The general counsel of the university is a member of the Ohio attorney general's office and represents the board of trustees on behalf of the state of Ohio.
- (8) Removal of board officers. Any officer of the board may be removed as such officer at any time, either with or without cause, by resolution adopted by not less than six trustees at any regular meeting of the board. Any officer may be removed as such officer, either with or without cause, by resolution adopted by not less than

six trustees at any special meeting of the board, provided that such removal action was indicated on the notices of such special meeting.

- (9) Student trustees. Section 3356.01 of the Revised Code provides for appointments of two students to the board but provides that student trustees shall have no voting power on the board, that student trustees shall not be considered as members of the board in determination of a quorum, and that student trustees shall not be entitled to attend executive sessions of the board.
- (10) Permanent vacancies. In the event of a permanent vacancy in the office of the chairperson or vice chairperson, the remaining trustees may elect a successor to fill such permanent vacancy. What constitutes a “permanent vacancy” shall be determined by the board.

(11) Board orientation.

- (a) There shall be at least annually a board orientation developed specifically for onboarding new members of the board but will be open to all board members to attend.
- (b) The orientation shall include the chair, vice chair, secretary, and president and the executive officers of the university as well as any other individual invited to present at and/or attend the orientation.
- (c) The orientation should be constructed in such a fashion that new board members in particular can more easily and rapidly engage themselves fully in all matters before the board as specified in these bylaws and otherwise specified by law.
- (d) Orientation may be comprised of various types and levels of engagement and interactions that optimally served the purpose of the orientation session(s).

(12) Ethics training. The board, executive officers of the university and other invited members of the administration’s leadership will annually engage in ethics training.

(D) Article IV. Board committees.

- (1) Membership. All trustees and student trustees shall be voting members of all board standing committees, unless otherwise provided by these bylaws.
- (2) National/global trustees. In order to take advantage of the diverse talents, resources, and experiences of friends and alumni of the university who can contribute to the current and future success of the university, the position of national/global trustees has been established in accordance with the following guidelines:
 - (a) The board may nominate and appoint persons to the position of national/global trustee. National/global trustees shall be nominated and appointed by the board of trustees on the basis of one or more of the following criteria: success in chosen field or business; state or national prominence; ability to serve as an advocate for higher education; ability and willingness to offer advice to the board and university president and/or demonstrated support for Youngstown state university.
 - (b) There shall be no more than three persons serving in the position of national/global trustee at any one time. National/global trustees shall serve staggered terms such that no more than one such position expires in a calendar year.
 - (c) Each national/global trustee shall be appointed for a three year term and shall be eligible to serve a second consecutive three year term. A national/global trustee that has served two consecutive terms shall not be eligible for reappointment as a national/global trustee until not less than one year has passed since the conclusion of his or her term as a national/global trustee.
 - (d) National/global trustees shall have no voting privileges on the board, shall not be considered in determining whether a quorum is present and shall not be eligible to be an officer

of the board, but may otherwise participate in all activities of the board.

- (e) National/global trustees shall not be compensated for their service but shall be paid their reasonable and necessary expenses in the same manner that applies to trustees.
- (f) National/global trustees shall follow the Ohio ethics laws, including those set forth in Chapter 102 and sections 2921.42 and 2932.43 of the Revised Code, the board's bylaws and university policy.
- (g) National/global trustees shall be appointed by board action after nomination by the governance committee of the board in accordance with the process described for the nomination and election of board officers set forth in paragraph (D)(6)(~~h~~) of the bylaws.
- (h) National/global trustees may be removed by a majority vote of the board.
- (i) A trustee may serve as a national/global trustee, but cannot be appointed to serve as a national/global trustee until at least one year after the board member's term as a trustee has ended.
- (j) An employee or former employee of the university may serve as a national/global trustee but cannot be appointed to serve as a national/global trustee until at least one year after that person's compensated service to the university has ended.
- (k) National/global trustees shall be entitled to legal defense and indemnification against claims and liabilities that might arise from the performance of their duties on behalf of the board to the fullest extent permitted by Ohio law. In addition, the national/global trustees will be considered a "volunteer" for purposes of coverage under the university's liability insurance.

- (3) Committee chairperson and vice chairperson. The chairperson shall appoint the chairperson and vice chairperson of each standing committee, and members of such committees that are not otherwise composed of all of the trustees or as otherwise set forth herein, subject to the approval of the board. Committee chairpersons and vice chairpersons shall be trustees. The chairperson will not be a chairperson or vice chairperson of a standing committee.
- (4) Quorum and conduct of committee meetings.
 - (a) Six members of a standing committee shall constitute a quorum, unless otherwise provided. A majority of the members of subcommittee of a standing committee shall constitute a quorum, unless otherwise provided. The act of a majority of the members present and voting at a meeting at which a quorum is present shall be the act of the committee or subcommittee. However, regardless of the existence of a quorum in number, at least one of the following four persons must be present at a committee or subcommittee meeting in order for the committee to conduct business: (a) the chairperson, (b) the vice chairperson, (c) the (sub)committee chairperson, or (d) the (sub)committee vice chairperson. A committee member may abstain from voting on a matter. A committee member that abstains from voting shall be counted in the determination of a quorum but shall not be counted as voting in favor or against the matter upon which the vote is taken. Committee members having a direct personal or pecuniary interest in a matter that is not common to other members of the board should declare that interest and refrain from discussing and voting on that matter.
 - (b) A majority of the members of a special or ad hoc committee, including any student trustees, shall constitute a quorum. The act of a majority of the members present and voting at a meeting at which a quorum is present shall be the act of the special or ad hoc committee.
 - (c) The board and university administration will mutually develop committee agendas, with the chairperson having authority to approve all final agendas.

- (5) Rules. Each committee may adopt rules for its own government governance not inconsistent with these bylaws or any rule adopted by the board.
- (6) Standing committees. The board's standing committees, and their respective duties and areas of responsibility, shall be as follows:
 - (a) Academic excellence and student ~~affairs-success~~ committee.
 - (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Academic policies which provide for and govern faculty teaching, research, and service;
 - (b) Establishment of new academic programs, changes in or deletions of existing academic programs, and the issuing of certificates or the granting of degrees;
 - (c) Policies which provide for and govern ~~student recruitment, admission, financial aid, retention, and graduation~~ retention, persistence, progress, and graduation, including but not limited to, diversity issues, ~~enrollment management~~, and general education requirements;
 - (d) Policies which provide for and govern student housing and student life; ~~and~~
 - (e) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the ~~academic and student affairs~~ committee; ~~and~~

required of the University, excluding matters assigned to other of the board's standing committees;

~~(b)~~(c) Policies that provide for and govern university fundraising, including but not limited to, institutional advancement through the YSU foundation, the YSU research foundation, the annual fund, capital campaigns, special projects and solicitations;

~~(e)~~(d) The Youngstown state university development agreement between the university and the YSU foundation.

~~(d)~~(e) Policies that provide for and govern continuing university relations with its graduates, including but not limited to, alumni associational activity;

~~(e)~~(f) Policies that provide for and govern university operations directed toward effective communications, public relations, marketing, and the enhancement of community goodwill;

~~(f)~~(g) Policies that provide for and govern university public service in, and partnerships with, the larger community, or segments thereof, including but not limited to, those relationships which are contractual; policies which provide for and govern University intergovernmental relationships, including but not limited to, those with the city of Youngstown, Mahoning county, as well as with agencies and departments of state and federal governments; ~~and~~

- ~~(g)~~(h) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the ~~institutional engagement~~ committee.
- (i) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee.
- (ii) The individual identified in paragraph (D)(6)(a)(iv) of the bylaws, for the academic excellence and student success committee, will serve a similar role on this committee.
- (iii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments and functions within the purview of the ~~institutional engagement~~ committee.
- ~~(iii)~~(iv) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(b)(iii) of the bylaws, or as assigned by the board or its executive committee.
- (c) Finance and facilities committee.

 - (i) To consider those matters that warrant board attention or require board action relating to:

 - (a) Financial and budgetary policies, including but not limited to, the annual operating budget, and the capital improvement budget;
 - (b) Policies governing ~~investments and~~ debt instruments issued by the university.
 - (c) The financial and budgetary impact of major agreements, contracts, programs, plans or

initiatives to be recommended to the board by any standing, ad hoc, or special committee, including but not limited to, recommendations regarding university personnel, insurance, and donations;

- (d) The acquisition of real property by purchase, gift, or otherwise; the disposition of real property; the acquisition or disposition of significant property broadly classified as technology;
 - (e) Major projects, including but not limited to, the construction, demolition, or remodeling of facilities, and, as appropriate, the selection of architects and engineers; ~~and~~
 - (f) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the finance and facilities committee.
 - (g) Policies as related to the health of the campus community particularly related to current or emerging health crises; and
 - (h) Policies that provide for the acquisition, development, access, and use of electronic technology within the purview of the committee.
- (ii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments and functions within the purview of the finance and facilities committee, including but not limited to, the conduct, and scrutiny of the auditor's work product, of the annual audit, as well as any special audits, undertaken by (i) the university's internal auditor, (ii) external auditors, and (iii) state auditor. Auditor's work product includes findings,

management letters, and all other relevant documentation.

- (iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(c)(ii) of the bylaws, or as assigned by the board or its executive committee.
- (iv) The finance and facilities committee will include the following ~~two permanent subcommittees~~subcommittee:
 - (a) Audit subcommittee.
 - (i) The audit subcommittee, chaired by the chairperson of the finance and facilities committee, will be composed of the chairperson and four additional trustees ~~(one of whom shall be a student trustee)~~ who will be appointed annually by the chairperson of the board. ~~No subcommittee member so appointed may concurrently serve on the investment subcommittee.~~ As appropriate, when receiving and considering certain audit reports, the president may be excused from the subcommittee proceedings.
 - (ii) The audit subcommittee will meet at least once annually and perform those duties as assigned by the finance and facilities committee relative to paragraph (D)(6)(c)(ii) of the bylaws. The subcommittee will report its findings and recommendations to the finance and facilities committee.

(d) ~~_____ (b) Investment subcommittee committee.~~

(i) ~~(i) To consider those matters that warrant board attention or require board action relating to:~~

(a) Section 3345.05 of the Revised Code, to exercise the authority and responsibility provided by law including but not limited to:

(i) The investment subcommittee, chaired by the vice chairperson of the finance and facilities committee, will be composed of the chairperson and four additional trustees (one of whom shall be a student trustee) who will be appointed annually by the chairperson of the board. No subcommittee member so appointed may concurrently serve on the audit subcommittee. Policies governing investments issued by the university;

(ii) The investment subcommittee will meet at least once quarterly and perform those duties assigned under applicable state law, and by the finance and facilities committee relative to paragraph (D)(6)(e)(i)(c) of the bylaws. The subcommittee will report its findings and recommendations to the finance and facilities committee and to the board. Custody and investment of any funds which are now under or may in the future come under control of the board of trustees.

(e) Intercollegiate athletics committee.

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- (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Policies that provide for and govern the university's participation in intercollegiate athletics;
 - (b) personnel matters; however, approval of personnel actions will occur in the University Affairs Committee;
 - (c) policies that provide for the effectiveness of the NCAA compliance program;
 - (c) policies that provide for the effectiveness of ensuring and promoting the academic, health, and social welfare of student-athletes;
 - (e) policies that assure the effectiveness of implementing the Committee's endorsed budget;
 - (f) academic performance and progress of student-athletes annually;
 - (g) governance policies related to intercollegiate athletics;
 - (h) the president's proposed approach to the selection of and term of service of the NCAA faculty representative(s);
 - (i) comparison of benchmarks that have been mutually agreed upon by the president and the director of intercollegiate athletics and endorsed by the committee;

(j) the faculty NCAA athletics representative(s) in serving as a liaison between the academic enterprise and the intercollegiate athletics department, and receives the yearly update provided to the academic senate.

(iv) The faculty representative(s), as specified in rules 3356-6-02 and 3356-6-03 of the Administrative Code (university policies 3356-6-02 and 3356-6-03), shall be a nonvoting member(s) of the committee. This (These) position(s) shall not count toward the determination of a quorum of the committee.

~~(e)~~(f) University affairs committee.

- (i) To consider those matters that warrant board attention or require board action relating to:
 - (a) Policies that provide for and govern the internal administrative operations of the university, excluding matters assigned to other of the board's standing committees;
 - (b) Policies that provide for and govern university employment where collective bargaining agreements apply, including but not limited to, oversight of the collective bargaining process and labor negotiations with unions representing university employees;
 - (c) Policies that provide for and govern university employment exempt from collective bargaining agreements, including but not limited to, oversight of contractual arrangements with exempt personnel;

(d) Policies that provide for equal opportunity standards and govern equal opportunity practices in university employment and operations, including but not limited to, implementation of affirmative action initiatives;

~~(e)~~ Policies that provide for and govern the university's participation in intercollegiate athletics, including but not limited to, issues of compliance, diversity and gender equity;

~~(f)~~(e) Policies that provide for the acquisition, development, access, and use of electronic technology; and

~~(g)~~(f) Institutional mission, strategic and master plans, or relevant parts thereof, dealing with matters within the purview of the university affairs committee.

(ii) To assist the board in the exercise of its oversight responsibilities relating to those administrative departments within the purview of the university affairs committee.

(iii) To exercise on behalf of the board ancillary jurisdiction as related to paragraph (D)(6)(~~ef~~)(ii) of the bylaws, or as assigned by the board or its executive committee.

~~(e)~~(g) Executive committee.

(i) The membership of the executive committee shall consist of the chairperson (presiding), the vice chairperson, and the chairpersons of the academic excellence and student affairs-success committee, the institutional engagement committee, the finance and facilities committee, the intercollegiate athletics

committee and the university affairs committee. The executive committee will consider those matters that warrant board attention or require board action relating to:

- (a) Matters relevant to the employment, assessment and compensation of the president, with recommendation to the board, as appropriate, for its attention or action; for purposes of this consideration, the president may be excused from the committee's proceedings; and
- (b) Matters relative to the employment, assessment and compensation of the secretary, if determined by the board to be necessary, with recommendation to the board, as appropriate, for its attention or action; for purposes of this consideration, the secretary may be excused from the committee's proceedings; and
- (c) Any institutional mission statement, strategic or master plans, with recommendation to the Board, as appropriate, for its attention or action;
- (d) Matters not within the assigned purview of any board standing, ad hoc, or special committee; the executive committee will report on such matters, as appropriate, to the board for its attention or action;
- (e) Special assignments of particular matters, not clearly within the purview of any board committee, to one of the board's standing, ad hoc, or special committees; the designated committee will be instructed to report either to the executive committee or to the board;

(f) Resolution of jurisdictional ambiguities between or among the board's standing, ad hoc, or special committees; and

(g) Other matters as appropriate to an executive committee, or as assigned by the board.

~~(h)~~ Governance committee.

(i) The governance committee shall be chaired by the chairperson, except as otherwise provided herein, and will meet on an as-needed basis to:

(a) Consider proposed changes in the bylaws of the board, with recommendation to the board, as appropriate, for its attention or action;

(b) Consider proposed changes in board and committee procedures, in full or in part, not stipulated in the bylaws, including but not limited to, scheduling, administrative staff participation or assistance, etc., with recommendation to the board, as appropriate, for its attention or action;

(c) Develop and schedule board ~~retreats~~ advances, workshops, seminars, orientation programs, and other special events, with recommendation to the board, as appropriate, for its attention or action;

(d) Provide for periodic board self-evaluation and assessment;

(e) Elect officers annually through a nomination process ~~Recommend to the board nominees for its annual election of officers; such~~

~~nominations to be presented to the board at its regularly scheduled quarterly meeting preceding its last regularly scheduled quarterly meeting of the university's fiscal year, at which time said election shall take place.~~ When the governance committee is engaged in the making of nominations, it will at the request of the chair of the committee to avoid a conflict of interest in the process, shall be chaired by the trustee whose term is expiring and is therefore not eligible to serve as an officer. When the governance committee is engaged in the making of nominations, the president of the university may shall be excused from the committee's proceedings; and

- (f) ~~The chair will A~~ annually survey the trustees; ~~prior to nomination of officers, regarding their interest, willingness and qualifications to serve as board officers or in other leadership roles in the forthcoming term, the results of which will be presented to the next elected chair of the board. The chairperson shall conduct the survey and submit a report to the trustee designated as committee chair for the purpose of nomination of board officers. That trustee shall also be responsible for the development of a nomination process.~~
- (g) Consider other matters as appropriate to a governance committee, or as assigned by the executive committee or the board.

- (7) Ad hoc committees. The chairperson may appoint from time to time such ad hoc committees as may be required for the proper and continuous operation of the university; however, an ad hoc committee shall not be appointed to consider matters which lie entirely within the purview of a standing committee. The

chairperson shall determine the membership of the ad hoc committee and when the work of the ad hoc committee is completed.

(E) Article V. Administration of the university.

- (1) President of the university, faculty, and staff. The board shall employ the president of the university; and shall employ, fix the compensation of, and remove employees as may be necessary. The board shall do all things necessary for the proper maintenance and successful continuous operation of the university and may act under such policies and bylaws as it may approve.
- (2) Other personnel. The employment, classification, wage scales, and dismissal of all personnel, not otherwise under contract to the board of trustees, shall follow the policies established by the board and the laws of the state of Ohio.
- (3) Reports to the board.
 - (a) Budget. At a meeting of the finance and facilities committee prior to the board's last regular meeting of the university's fiscal year, the president shall present to the board the draft budget for the ensuing fiscal year. The budget shall be presented in a form showing estimated income and the allocations for the university's major areas of expenditure in accordance with general account classifications of the state of Ohio and shall be accompanied by a review describing the major changes.

As may be necessary, the budget may be revised from time to time by the board. After approval by the board, the budget shall govern financial transactions. The president shall establish procedures for the expenditure of all budgeted funds in accordance with the policies of the board. In administering the budget, the president may make or authorize transfers or adjustments in individual budget accounts or in local unrestricted accounts provided that no such action shall increase the total of budgeted expenditures. Whenever income fails to meet budgeted income, the president shall present to the board for its

review and approval a plan to address any anticipated shortfalls. [The status of the budget shall be reported to the board at each of its regularly scheduled meetings.](#)

- (b) Revisions of fees and other charges. From time to time, but no less than annually, the president shall recommend to the board for its approval a continuation or revision of the instructional fees, tuition, general fees, and other uniform charges.
- (c) Service charges. The president may fix and announce other fees, fines, and rental or service charges. No such other fees or charges shall be imposed until authorized by the president.
- (d) Purchase of insurance.
 - (i) The president shall cause to have prepared and submitted to the board, at or before its first regular meeting after January first of each year, a report that tabulates all insurance policies in force, including coverage, current premiums and premiums paid during the previous two years, and agents servicing these policies. This report shall include, but is not limited to: general, fire, liability, bonds, property, automobile, comprehensive, officers and directors' liability, medical and hospitalization contracts, or any other policy for the protection of Youngstown state university's personnel and property.
 - (ii) All insurance shall be purchased through the president or his or her designee.
- (e) Inventory of real property. At the close of each fiscal year, the president shall cause to be prepared and submitted to the board, at or before its first regular meeting after September first of each year, an inventory of all real property managed, owned, leased, rented, or under option to the university. This report shall include acreage held, an estimate of land and building values, a general statement on

the condition of the physical plant, and such other details as may be directed by the board or the president.

- (f) **Obligation of the university.** At the close of each fiscal year the president shall cause to be prepared and submitted to the board a report describing the obligations of the university, financial and otherwise, the terms and conditions of repayment or satisfaction of such obligations and any security given by the university toward such obligations.
 - (g) **Annual financial report.** At the end of each fiscal year, the president shall cause to be prepared and submitted to the board, at its first regular meeting after the audit of the university has been released by the auditor of state, a comprehensive financial report. The report should summarize all financial transactions, note changes in fund balances, and tabulate expenditures in accordance with generally accepted accounting principles for state agencies.
 - (h) **Youngstown state university development service agreement.** At the end of each fiscal year the president shall cause to be prepared and submitted to the board a report pertaining to the university's development functions. Said report shall include detailed information regarding the university's relationship with the YSU foundation and activities performed by the Youngstown state university development service agreement entered into between the university and the YSU foundation.
- (4) **Purchasing practice.** All purchases by the university shall be made in accordance with the policies of the board and the laws of the state of Ohio.
- (F) **Article VI. University organizations.**
- (1) **Auxiliary agencies.**
 - (a) As recommended by the president and approved by the board, certain university operations, whose income includes

substantial amounts of other than imposed fees or appropriated revenue, shall be designated as auxiliary services. For budgeting purposes, an auxiliary service is a fiscal entity. The president shall cause to be prepared and submitted to the finance and facilities committee, at or before its first meeting after September first of each year, an annual report including an itemization of income and expenditures and a résumé of the operation for the year.

- (b) Except for those auxiliary activity accounts otherwise restricted, there may be a transfer of balances among them or to other university purposes as directed by the president with the approval of the finance and facilities committee.
- (c) The rental policies of the university as approved by the board also apply to all auxiliary activity facilities.

(G) Article VII. Instruction and degrees.

(1) Degrees and certificates.

- (a) Degrees, titles, and certificates shall be awarded by the board upon recommendation of the university faculty and transmitted to the board by the president. All diplomas issued to those receiving degrees and titles from the university shall be signed by the chairperson, ~~the president, and the secretary. Facsimile signatures may be used and~~ the president.
- (b) Honorary degrees. The board ~~may from time to time adopt policies pertaining to commencement speakers and the conferral of honorary degrees~~ will consider the conferral of honorary degrees given the recommendations to the provost by the academic senate as stipulated in its charter and the provost to the president as recommended to the board.
- (c) Commencement speakers. The board will consider the selection of a commencement speaker given the recommendations to the provost by the academic senate as stipulated in its charter and the provost to the president as recommended to the board.

(H) Article VIII. Miscellaneous.

- (1) Appearances before governmental offices. Subject to specific control by the board, the preparation and presentation of requests for appropriations from the state of Ohio, and all appearances, communications, and representations made on behalf of the university with all federal, state, and local government offices, boards, and agencies, shall be under the direction of the president. Unauthorized appearances, communications, and representations before federal, state, and local government offices, boards, and agencies are hereby prohibited.
- (2) Use of university facilities. The use of university facilities shall be governed by such rules and regulations as may be promulgated by the president.
- (3) Protocol for requests to address the board and/or its committees.
 - (a) Any and all persons desiring to address the board shall submit in writing a request for permission to address the board. Such request shall be submitted not less than three weeks prior to the meeting of the board at which the party requests to be heard.
 - (b) All such requests shall be submitted to the board chairperson through the secretary to the board of trustees, by submission either directly to the secretary or through the office of the president of the university.
 - (c) All such requests shall state the subject of the matter to be addressed to board, the identity or identities of the person(s) who will speak to the subject matter before the board, the relationship(s) of such person(s) to the university and the matter being brought to the attention of the board, the postal and electronic mail addresses and daytime telephone number of the person(s) requesting permission to address the board.
 - (d) As the standing committees of the board are composed of all of the board's trustees, the board chairperson may in his

or her discretion, refer any request to address the board to such committee of the board as the chairperson deems appropriate.

- (e) Any presentation to the board or a committee thereof contemplated under this procedure shall not be longer than five minutes in total length. The board chairperson and/or the chair of the board committee before which such presentation is to be delivered may at any time, in his or her discretion, increase or decrease the number of persons addressing the board or committee, and/or lengthen, shorten, or cancel the time permitted for any address or presentation.
- (f) The format and substance of any address or presentation to the board or its committees shall at all times remain within the bounds of relevance, civility, and decorum as shall be determined in the sole discretion of the chairperson of the body before which the matter is addressed or presented. The chairperson of that body shall at all times possess the authority to lengthen, short, or cancel, without notice or action of the body, the time allotted to any address or presentation.
- (g) No request to address the board or any of its committees shall knowingly be permitted or permitted to proceed if the substance or purpose of such address is or may be a subject of litigation, collective bargaining, employment relations involving the university, its employees, and/or students, or any other matter which is not properly within the public interest or the interest of the university.
- (4) Protocol for handling letters, petitions, or other such forms of communication submitted to the board.

 - (a) Any such communication of a personnel nature will be considered by the appropriate committee of the board at the next regularly scheduled meeting.
 - (b) Communications other than personnel matters will be considered for appropriate disposition at the next agenda

setting meeting for the upcoming regular meeting of the board.

(i) If considered to be an urgent matter by the president, the board chair will be consulted to determine the appropriate next steps regarding the matter.

- (I) Article IX. Bylaws, rules, and policies (promulgation, amendment, and repeal).
- (1) Statement of purpose. These bylaws, including additions or amendments, outline the major administrative and governing functions of the board. Detailed rules, policies, and ordinances for the operation of the university may be enacted or amended by action of the board or may be promulgated by the president, provided such shall not conflict with policies or bylaws of the board.
 - (2) Rules and policies: promulgation, amendment, and repeal. Detailed rules and policies for the organization, administration, and operation of the university may be promulgated, amended, and repealed by the board, in consideration of recommendations of the president.
 - (3) Amendments to bylaws.
 - (a) These bylaws may be altered, amended, or repealed, and new bylaws may be adopted, by affirmative vote of not less than six trustees at any regular meeting or special meeting of the board. Any proposed alteration, amendment, repeal, or adoption of all or any part of the bylaws shall first be announced at a meeting of the board (regular or special). Action on the proposal may not be taken until the next meeting of the board (regular or special).
 - (b) These amendments to the bylaws shall be effective upon adoption by an affirmative vote of not less than six members of the board.

~~(J) Notes to bylaws.~~

- (1) ~~The responsibility and authority of the board committees existing prior to the adoption of the new bylaws on June 15, 2001, as referenced in the university guidebook or other university documentation, are transferred to the board committees existing after such adoption as follows: academic affairs and student affairs committees transferred to the academic and student affairs committee; development committee transferred to the external relations committee; budget and finance committee and building and property committee transferred to the finance and facilities committee; equal opportunity, intercollegiate athletics, and personnel relations committees transferred to the internal affairs committee; executive committee transferred to the executive committee; and nominating committee transferred to the trusteeship committee.~~
- ~~The responsibility and authority of the board committees existing prior to the adoption of revisions to the bylaws on June 17, 2011, as referenced in the university guidebook or other university documentation, are transferred to the board committees existing after such adoption as follows: academic and student affairs committee transferred to the academic quality and student success committee; external relations committee transferred to the institutional engagement committee; and internal affairs committee transferred to the university affairs committee.~~
- ~~The responsibility and authority of the board committees and subcommittees existing prior to the adoption of revisions to the bylaws on December 16, 2015, as referenced in the university guidebook or other university documentation, are transferred to the board committees existing after such adoption as follows: academic quality and student success committee transferred to the academic and student affairs committee; collective bargaining and negotiations subcommittee to the university affairs committee; intercollegiate athletics subcommittee to the university affairs committee; and trusteeship committee to the governance committee.~~
- (2) ~~The former ad hoc committee on trusteeship recommended guidelines for the appointment of standing committee chairpersons and vice chairpersons. The guidelines recommended are that the~~

~~four most senior trustees serve as committee chairpersons and that the remaining trustees serve as committee vice chairpersons.~~

- ~~(3) Protocol for requests to address the board and/or its committees.~~
- ~~(a) Any and all persons desiring to address the board shall submit in writing a request for permission to address the board. Such request shall be submitted not less than three weeks prior to the meeting of the board at which the party requests to be heard.~~
- ~~(b) All such requests shall be submitted to the board chairperson through the secretary to the board of trustees, by submission either directly to the secretary or through the office of the president of the university.~~
- ~~(c) All such requests shall state the subject of the matter to be addressed to the board, the identity or identities of the person(s) who will speak to the subject matter before the board, the relationship(s) of such person(s) to the university and the matter being brought to the attention of the board, the postal and electronic mail addresses and daytime telephone number of the person(s) requesting permission to address the board.~~
- ~~(d) As the standing committees of the board are composed of all of the board's trustees, the board chairperson may, in his or her discretion, refer any request to address the board to such committee of the board as the chairperson deems appropriate.~~
- ~~(e) Any presentation to the board or a committee thereof contemplated under this procedure shall not be longer than five minutes in total length. The board chairperson and/or the chair of the board committee before which such presentation is to be delivered may at any time, in his or her discretion, increase or decrease the number of persons addressing the board or committee, and/or lengthen, shorten, or cancel the time permitted for any address or presentation.~~

- ~~(f) — The format and substance of any address or presentation to the board or its committees shall at all times remain within the bounds of relevance, civility and decorum as shall be determined in the sole discretion of the chairperson of the body before which the matter is addressed or presented. The chairperson of that body shall at all times possess the authority to lengthen, shorten, or cancel, without notice or action of the body, the time allotted to any address or presentation.~~
- ~~(g) — No request to address the board or any of its committees shall knowingly be permitted or permitted to proceed if the substance or purpose of such address is or may be a subject of litigation, collective bargaining, employment relations involving the university, its employees, and/or students; or any other matter which is not properly within the public interest or the interest of the university.~~

Youngstown State University
Board of Trustees 2021-2022

FUTURE STATE ADVANCE
Collective Impact with the Region
Mutual Sustainable Prosperity

Purpose: Given demographic realities, create a sense of urgency in supporting the prosperity of the region to become an attractor of talent that is benefitted by a YSU educational experience via credentials, degrees, and other high-value educational experiences.

DRAFT

Youngstown State University
High Level Summary
2021 IPEDS DATA FEEDBACK REPORT

Data is typically for Fall 2020, FY-20, or from the 2019-2020 academic year

[29 comparison institutions report](#)

March 2022

Board of Trustees

- YSU is more selective (70% vs. 84% admitted) and has a higher yield (30% vs. 25% matriculated)
- YSU average net price is lower (\$761) while published tuition and fees is higher (\$920)
- Lower percentage of YSU students receive aid (74% vs. 89%) while the amount of aid received is higher for YSU students (\$9,235 vs. \$8,892)
- 6-y graduation rate for the 2014 cohort is similar (47%) while graduation rates for black/African American are lower for YSU (21% vs. 32%), while YSU graduation rate for non-resident aliens is higher (78% vs. 57%)
- 6-y graduation rate for the 2012 cohort is lower for YSU (37% vs. 44%)
 - From the 2012 to the 2014 cohorts YSU 6-y graduation rate increased by 10% vs. 3%
- 6-y graduation rate for the 2014 cohort of PELL recipients is lower for YSU (34% vs. 40%), while it is higher for YSU for those not receiving either PELL or Stafford (65% vs. 56%)
- YSU PELL recipients have a lower 8-y graduation rate (28% vs. 40%), whereas YSU non-PELL recipients have a higher graduation rate (56% vs. 52%)
 - YSU non-PELL recipients graduate in 8-y at a higher rate (56%) than PELL recipients (28%)
 - Fewer PELL (28% vs. 33%) and non-PELL students (21% vs. 30%) are enrolled at another institution
- State funding and federal funds constitute a smaller percentage of revenue for YSU (39% vs. 47%), whereas for YSU, 7% vs. 1% of revenue is derived from private gifts, grants, and contracts
- Both YSU and peers invest 59% of core expenses in instruction, instructional support, and research per student FTE
- Average salaries (9-month) for all academic ranks is \$77,368 for YSU vs. \$75,385
- YSU and peers have nearly the same percentage of individuals in instruction and instructional support occupational categories (52% vs. 51%, respectively) considering all categories of employment

IPEDS DATA FEEDBACK REPORT 2021

What Is IPEDS?

The Integrated Postsecondary Education Data System (IPEDS) is a system of survey components that collects data from all institutions that provide postsecondary education and are eligible to receive Title IV funding across the United States and other U.S. jurisdictions.

These data are used at the federal and state level for policy analysis and development; at the institutional level for benchmarking and peer analysis; and by students and parents, through the College Navigator (<https://nces.ed.gov/collegenavigator/>), an online tool to aid in the college search process. Additional information about IPEDS can be found on the website at <https://nces.ed.gov/ipeds>.

What Is the Purpose of This Report?

The Data Feedback Report is intended to provide institutions a context for examining the data they submitted to IPEDS. The purpose of this report is to provide institutional executives a useful resource and to help improve the quality and comparability of IPEDS data.

What Is in This Report?

The figures in this report provide a selection of indicators for your institution to compare with a group of similar institutions. The figures draw from the data collected during the 2020-21 IPEDS collection cycle and are the most recent data available. The inside cover of this report lists the pre-selected comparison group of institutions and the criteria used for their selection. The Methodological Notes at the end of the report describe additional information about these indicators and the pre-selected comparison group.

Where Can I Do More with IPEDS Data?

Each institution can access previously released Data Feedback Reports from 2005 and customize this 2021 report by using a different comparison group and IPEDS variables of its choosing. To learn how to customize the 2021 report, visit this resource page <https://nces.ed.gov/ipeds/Help/View/2>. To download archived reports or customize the current Data Feedback Report, visit the 'Use the Data' portal on the IPEDS website <https://nces.ed.gov/ipeds> and click on Data Feedback Report.

COMPARISON GROUP

Comparison group data are included to provide a context for interpreting your institution’s indicators. If your institution did not define a custom comparison group for this report by July 15, 2021 NCES selected a comparison group for you. (In this case, the characteristics used to define the comparison group appears below.) The customized Data Feedback Report function available at <https://nces.ed.gov/ipeds/use-the-data/> can be used to reproduce the figures in this report using different peer groups.

The custom comparison group chosen by Youngstown State University includes the following 29 institutions:

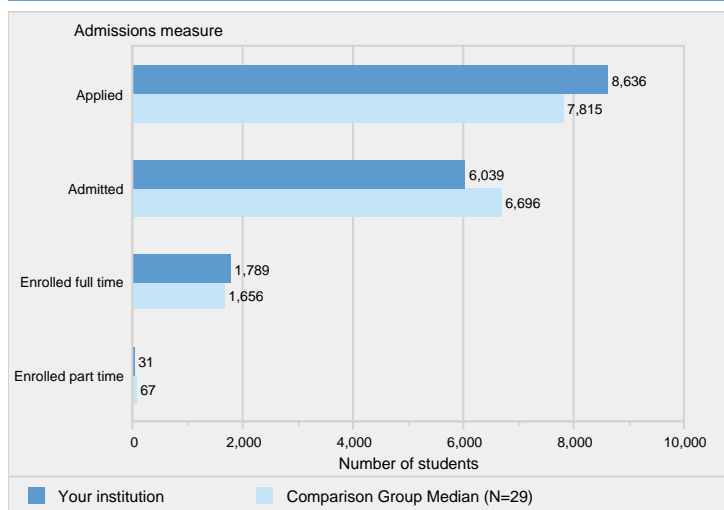
- ▶ Austin Peay State University (Clarksville, TN)
- ▶ California State University-Chico (Chico, CA)
- ▶ California State University-Fresno (Fresno, CA)
- ▶ California State University-Sacramento (Sacramento, CA)
- ▶ Cleveland State University (Cleveland, OH)
- ▶ Columbus State University (Columbus, GA)
- ▶ Eastern Michigan University (Ypsilanti, MI)
- ▶ Eastern Washington University (Cheney, WA)
- ▶ Jacksonville State University (Jacksonville, AL)
- ▶ Kean University (Union, NJ)
- ▶ Lamar University (Beaumont, TX)
- ▶ McNeese State University (Lake Charles, LA)
- ▶ Middle Tennessee State University (Murfreesboro, TN)
- ▶ Northeastern State University (Tahlequah, OK)
- ▶ Northern Kentucky University (Highland Heights, KY)
- ▶ Northwestern State University of Louisiana (Natchitoches, LA)
- ▶ Purdue University Fort Wayne (Fort Wayne, IN)
- ▶ Sam Houston State University (Huntsville, TX)
- ▶ San Francisco State University (San Francisco, CA)
- ▶ Southeastern Louisiana University (Hammond, LA)
- ▶ Southern Oregon University (Ashland, OR)
- ▶ Texas A & M University-Commerce (Commerce, TX)
- ▶ Texas A & M University-Corpus Christi (Corpus Christi, TX)
- ▶ The University of Texas at Tyler (Tyler, TX)
- ▶ The University of Texas Rio Grande Valley (Edinburg, TX)
- ▶ University of Akron Main Campus (Akron, OH)
- ▶ University of Central Oklahoma (Edmond, OK)
- ▶ University of Memphis (Memphis, TN)
- ▶ University of Michigan-Flint (Flint, MI)

The figures in this report have been organized and ordered into the following topic areas:

| Topic Area | Figures | Pages |
|--|---------------------------------------|---------------|
| 1) Admissions (only for non-open-admissions schools) | 1 and 2 | 3 |
| 2) Student Enrollment | 3, 4, 5 and 6 | 3 and 4 |
| 3) Awards | 7 | 4 |
| 4) Charges and Net Price | 8 and 9 | 5 |
| 5) Student Financial Aid | 10 and 11 | 5 |
| 6) Military Benefits* | [No charts applicable] | |
| 7) Retention and Graduation Rates | 12, 13, 14, 15, 16, 17, 18, 19 and 20 | 6, 7, 8 and 9 |
| 8) Finance | 21 and 22 | 10 |
| 9) Staff | 23 and 24 | 10 and 11 |
| 10) Libraries* | 25 and 26 | 11 |

*These figures only appear in customized Data Feedback Reports (DFRs), which are available through Use the Data portal on the IPEDS website.

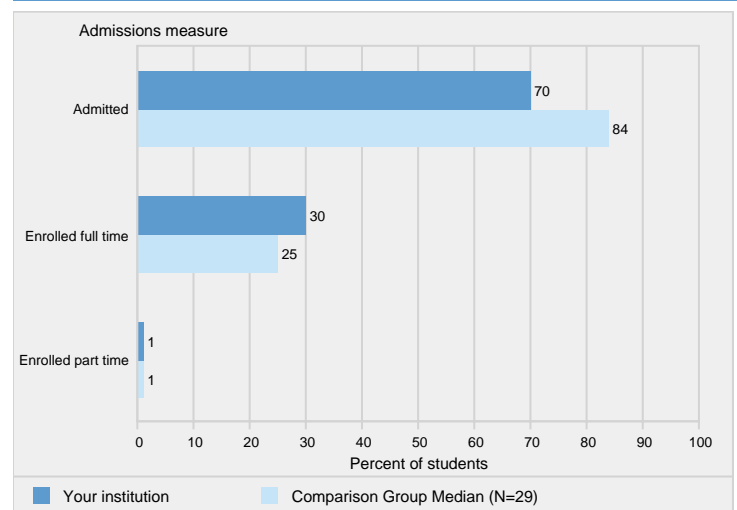
Figure 1. Number of first-time undergraduate students who applied, were admitted, and enrolled full and part time: Fall 2020



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For details, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, Admissions component.

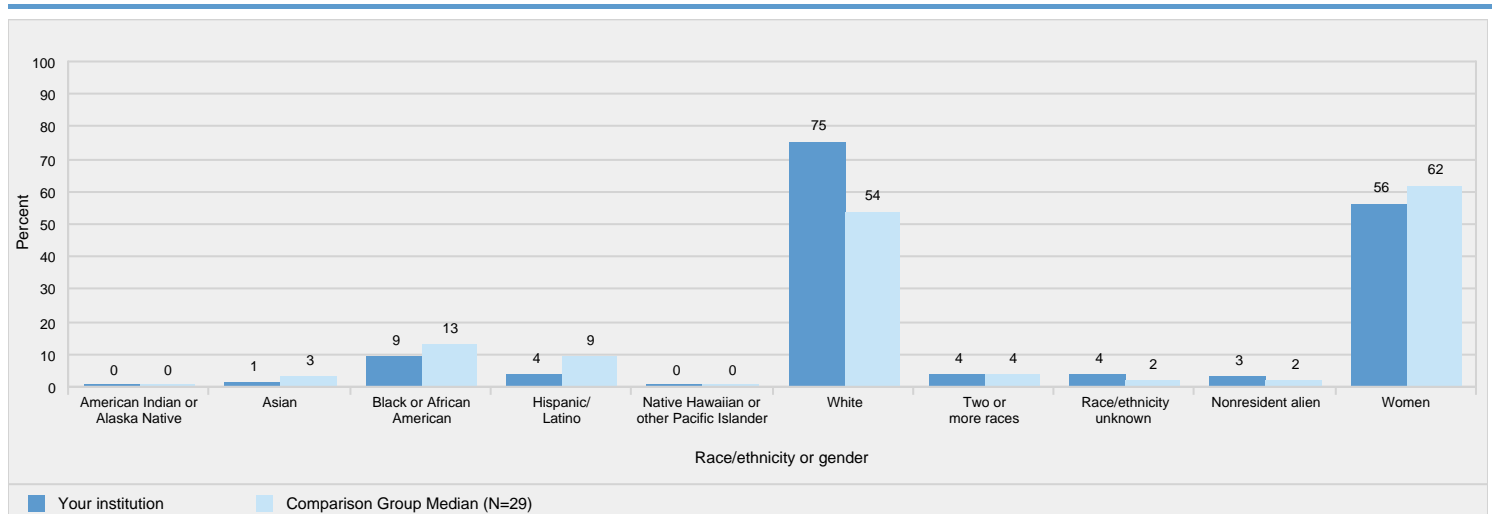
Figure 2. Percent of first-time undergraduate applicants admitted, and percent of admitted students enrolled full and part time: Fall 2020



NOTE: Admissions data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. For details, see the Methodological Notes. See 'Use of Median Values for Comparison Group' for how median values are determined. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, Admissions component.

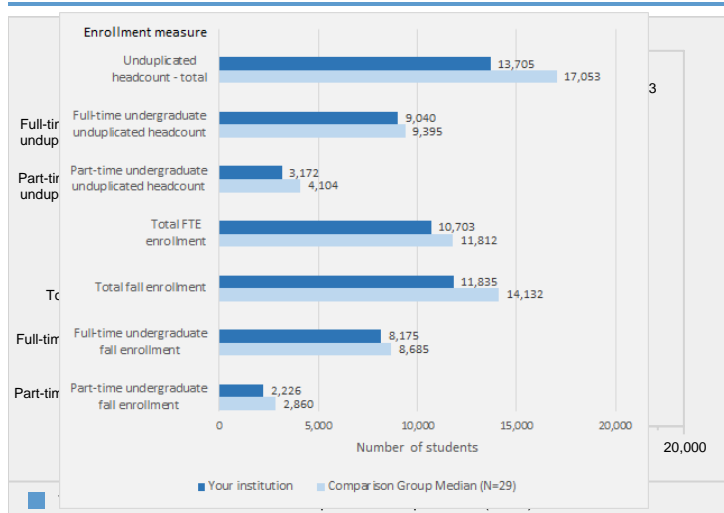
Figure 3. Percent of all students enrolled, by race/ethnicity, and percent of students who are women: Fall 2020



NOTE: For more information about disaggregation of data by race and ethnicity, see the Methodological Notes. Median values for the comparison group will not add to 100%. See 'Use of Median Values for Comparison Group' for how median values are determined. N is the number of institutions in the comparison group.

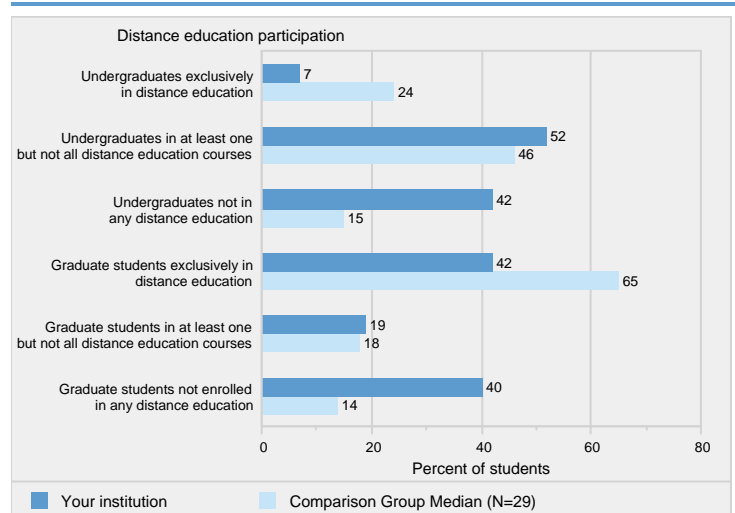
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Fall Enrollment component.

Figure 4. 12-month FTE enrollment, total unduplicated headcount, full- and part-time undergraduate headcount (2019-20) and total fall enrollment, full-time and part-time undergraduate fall enrollment (Fall 2020)



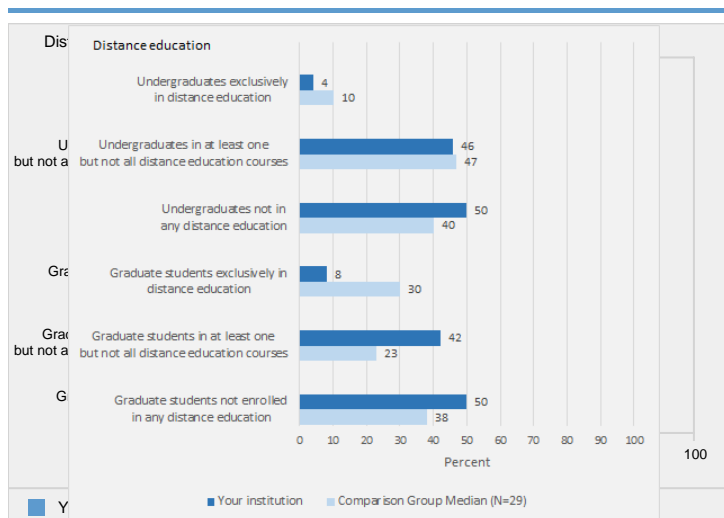
NOTE: For details on calculating full-time equivalent (FTE) enrollment, see Calculating FTE in the Methodological Notes. Total headcount, FTE, and full- and part-time fall enrollment include both undergraduate and postbaccalaureate students, when applicable. N is the number of institutions in the comparison group.
 SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2020, 12-month Enrollment component and Spring 2021, Fall Enrollment component.

Figure 5. Percent of students enrolled in distance education courses, by amount of distance education and student level: Fall 2020



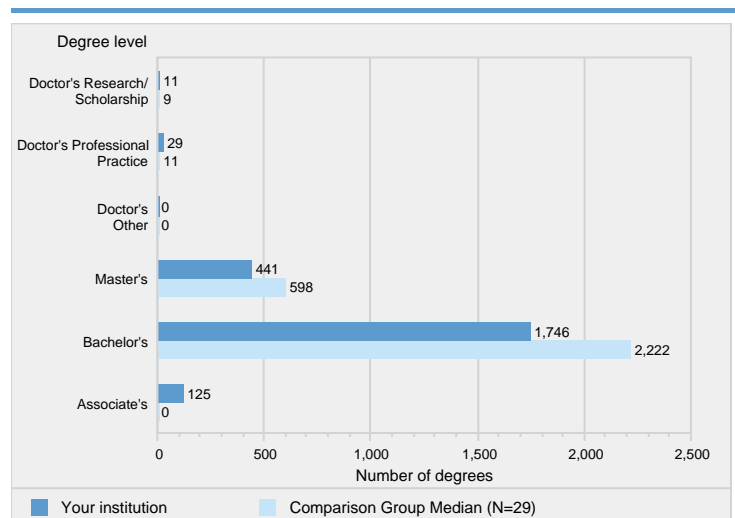
NOTE: N is the number of institutions in the comparison group.
 SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Fall Enrollment component.

Figure 6. Percent of students enrolled in distance education courses, by amount of distance education and student level: 2019-20



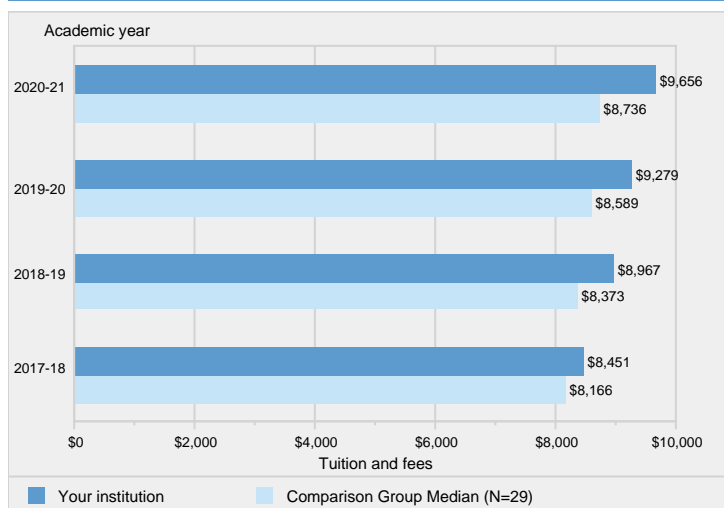
NOTE: N is the number of institutions in the comparison group.
 SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2020, 12-month Enrollment component.

Figure 7. Number of degrees awarded, by level: 2019-20



NOTE: For additional information about postbaccalaureate degree levels, see the Methodology Notes. N is the number of institutions in the comparison group.
 SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2020, Completions component.

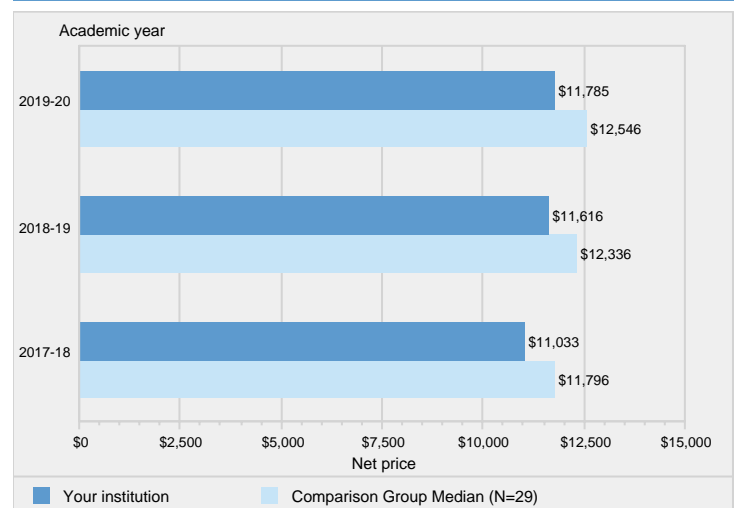
Figure 8. Tuition and required fees for full-time, first-time degree/certificate-seeking undergraduates: Academic years 2017-18 to 2020-21



NOTE: The tuition and required fees shown here are the lowest reported from the categories of in-district, in-state, and out-of-state. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2020, Institutional Characteristics component.

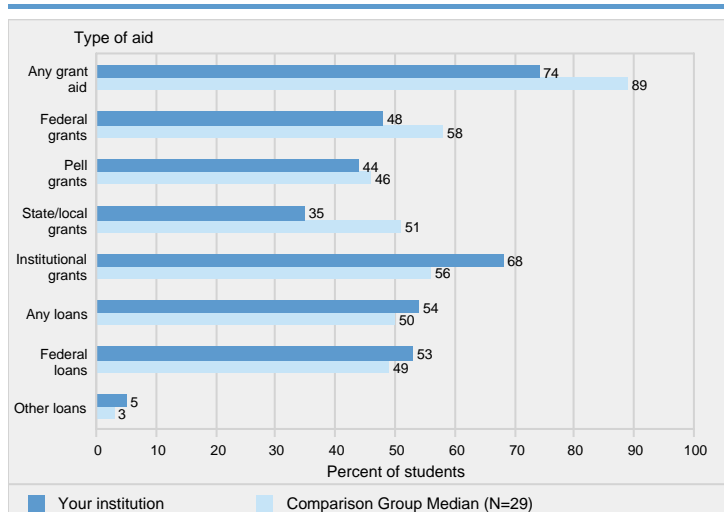
Figure 9. Average net price of attendance for full-time, first-time degree/certificate-seeking undergraduate students, who were awarded grant or scholarship aid: 2017-18 to 2019-20



NOTE: Average net price is for full-time, first-time degree/certificate-seeking undergraduate students and is generated by subtracting the average amount of federal, state/local government, and institutional grant and scholarship awarded aid from the total cost of attendance. Total cost of attendance is the sum of published tuition and required fees (lower of in-district or in-state for public institutions), books and supplies, and the weighted average of room and board and other expenses. For details, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2020, Institutional Characteristics component and Winter 2020-21, Student Financial Aid component.

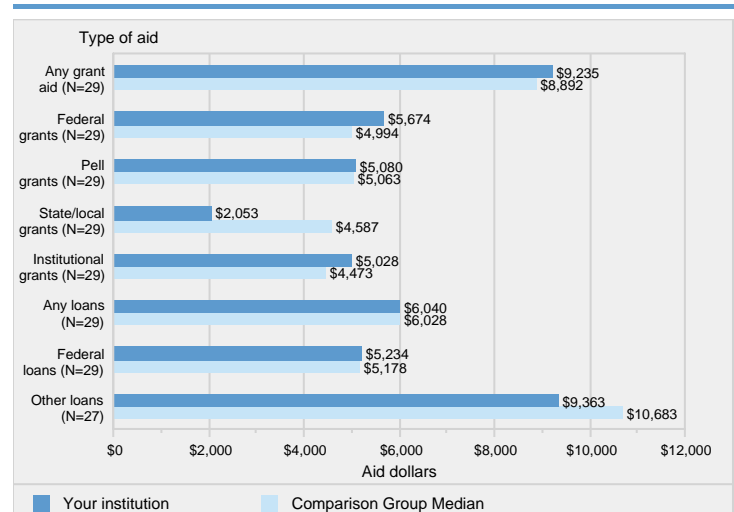
Figure 10. Percent of full-time, first-time degree/certificate-seeking undergraduate students who were awarded grant or scholarship aid, or loans, by type of aid: 2019-20



NOTE: Any grant aid above includes grant or scholarship aid awarded from the federal government, state/local government, or the institution. Federal grants include Federal Pell grants and other federal grants. Any loans include federal loans and other loans awarded to students. For details on how students are counted for financial aid reporting, see Cohort Determination in the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, Student Financial Aid component.

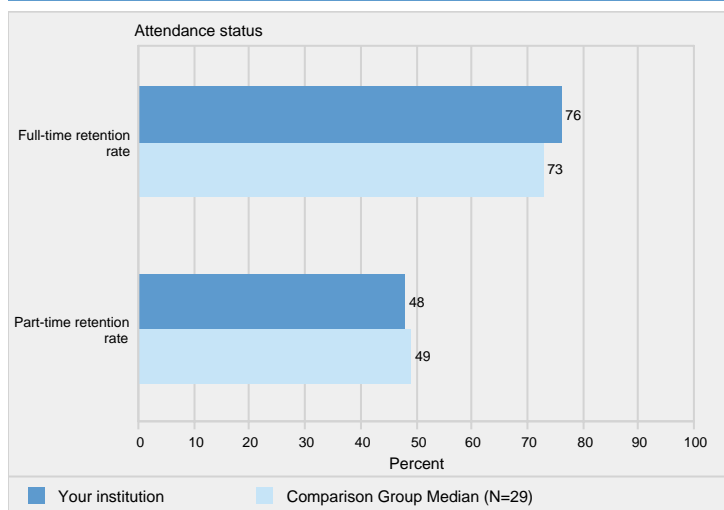
Figure 11. Average amounts of awarded grant or scholarship aid, or loans awarded to full-time, first-time degree/certificate-seeking undergraduate students, by type of aid: 2019-20



NOTE: Any grant aid above includes grant or scholarship aid awarded from the federal government, state/local government, or the institution. Federal grants include Federal Pell grants and other federal grants. Any loans include federal loans and other loans awarded to students. Average amounts of aid were calculated by dividing the total aid awarded by the unduplicated count of recipients at each institution. N is the number of institutions in the comparison group.

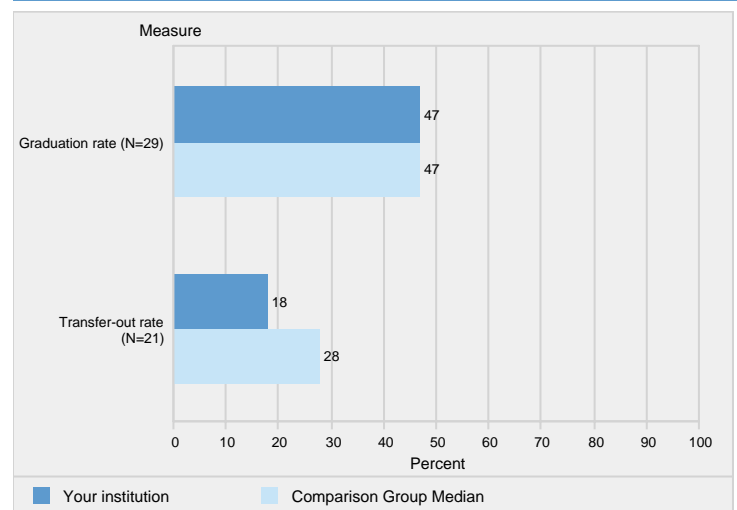
SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, Student Financial Aid component.

Figure 12. Retention rates of first-time bachelor's degree-seeking students, by attendance status: Fall 2019 cohort



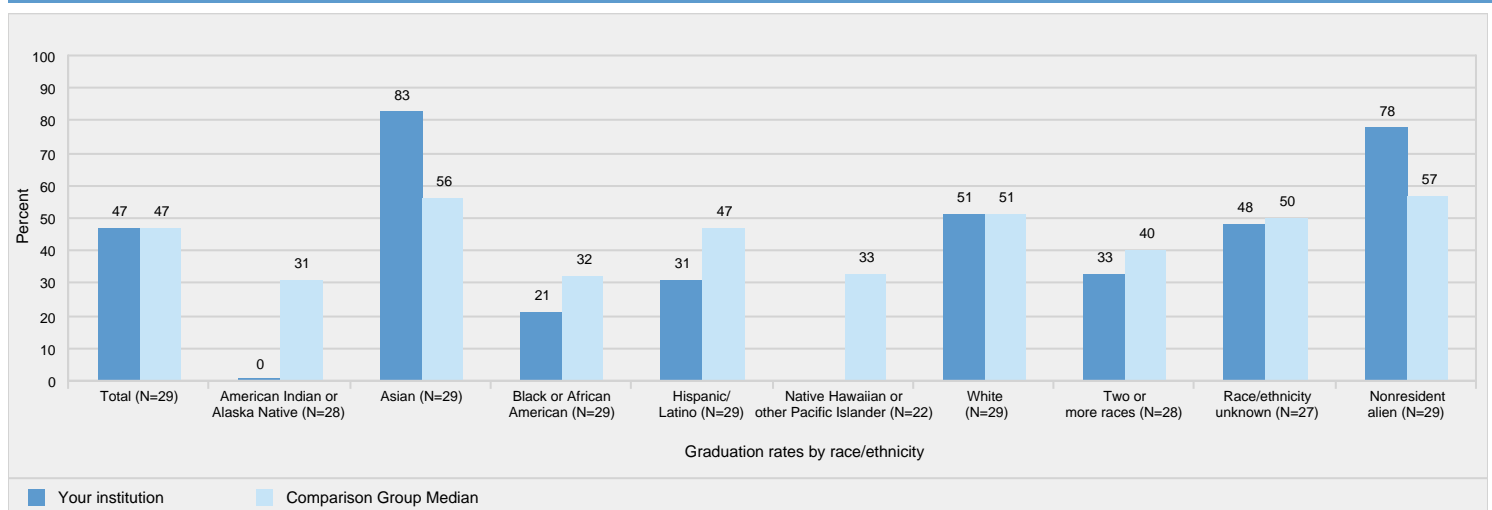
NOTE: Retention rates are measured from the fall of first enrollment to the following fall. Academic reporting institutions report retention data for the Fall 2019 cohort of students who are still enrolled as of the institution's official fall reporting date or as of October 15, 2020. Program reporters determine the cohort with enrollment any time between August 1 - October 31, 2019 and retention based on August 1, 2020. Four-year institutions report retention rates for students seeking a bachelor's degree. For more details, see the Methodological Notes. N is the number of institutions in the comparison group.
 SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Fall Enrollment component.

Figure 13. Graduation and transfer-out rates of full-time, first-time degree/certificate-seeking undergraduates within 150% of normal time to program completion: 2014 cohort



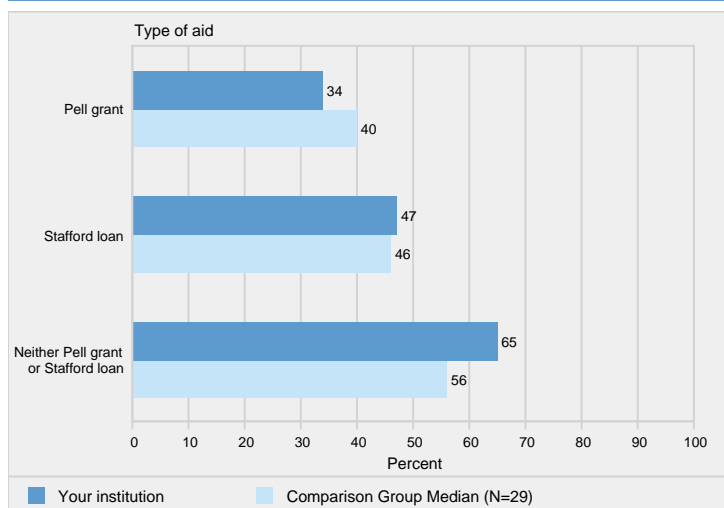
NOTE: Graduation rate cohort includes all full-time, first-time degree/certificate-seeking undergraduate students. Graduation and transfer-out rates are the Student Right-to-Know rates. Only institutions with mission to prepare students to transfer are required to report transfer out. For more details, see the Methodological Notes. N is the number of institutions in the comparison group.
 SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, Graduation Rates component.

Figure 14. Graduation rates of full-time, first-time degree/certificate-seeking undergraduates within 150% of normal time to program completion, by race/ethnicity: 2014 cohort



NOTE: For more information about disaggregation of data by race and ethnicity, see the Methodological Notes. The graduation rates are the Student Right-to-Know (SRK) rates. Median values for the comparison group will not add to 100%. N is the number of institutions in the comparison group.
 SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, Graduation Rates component.

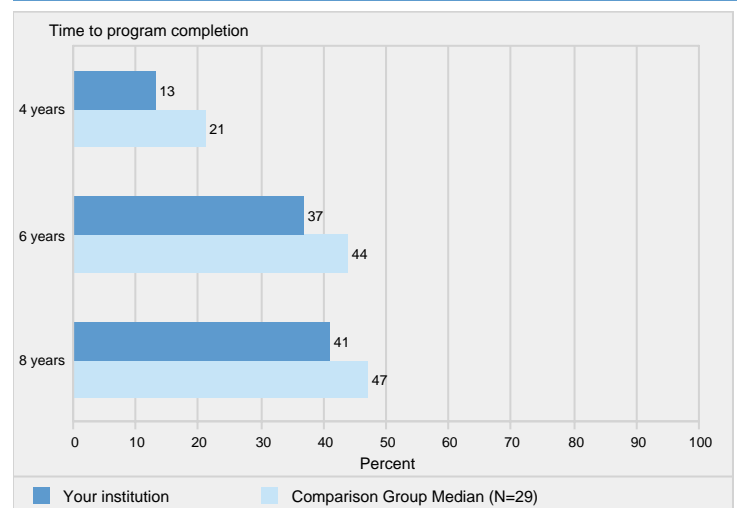
Figure 15. Graduation rates of full-time, first-time degree/certificate-seeking undergraduates within 150% of normal time to program completion, by type of aid: 2014 cohort



NOTE: Graduation rate cohort includes all full-time, first-time degree/certificate-seeking undergraduate students. Data were collected on those students, who at entry of the cohort, were awarded a Pell Grant and students who were awarded a Subsidized Stafford loan, but did not receive a Pell Grant. Graduation rates are the Student Right-to-Know rates. For more details, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, Graduation Rates component.

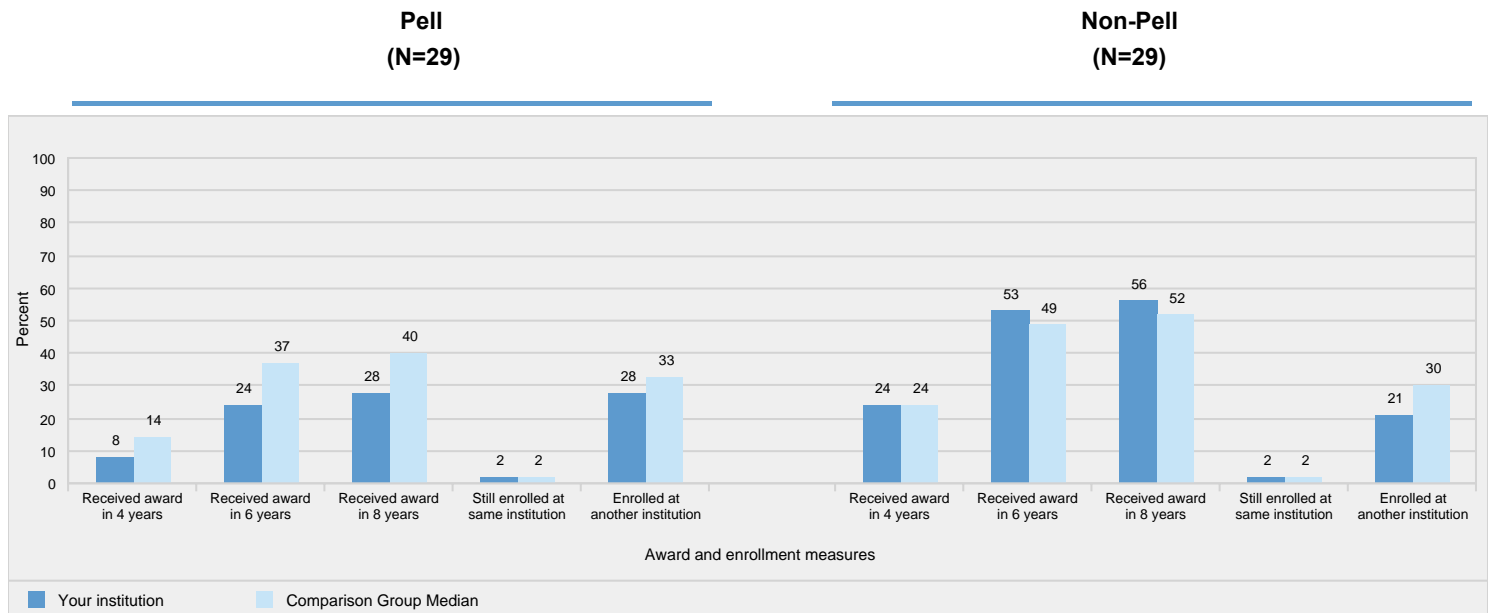
Figure 16. Bachelor's degree graduation rates of full-time, first-time bachelor's degree-seeking undergraduates within 4 years, 6 years, and 8 years: 2012 cohort



NOTE: The 4-, 6-, and 8-year graduation rates are calculated using the number of students who completed a bachelor's or equivalent degree from a cohort of students who entered the institution seeking a bachelor's or equivalent degree. For details, see the Methodological Notes. N is the number of institutions in the comparison group. Medians are not reported for comparison groups with less than three values.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Winter 2020-21, 200% Graduation Rates component.

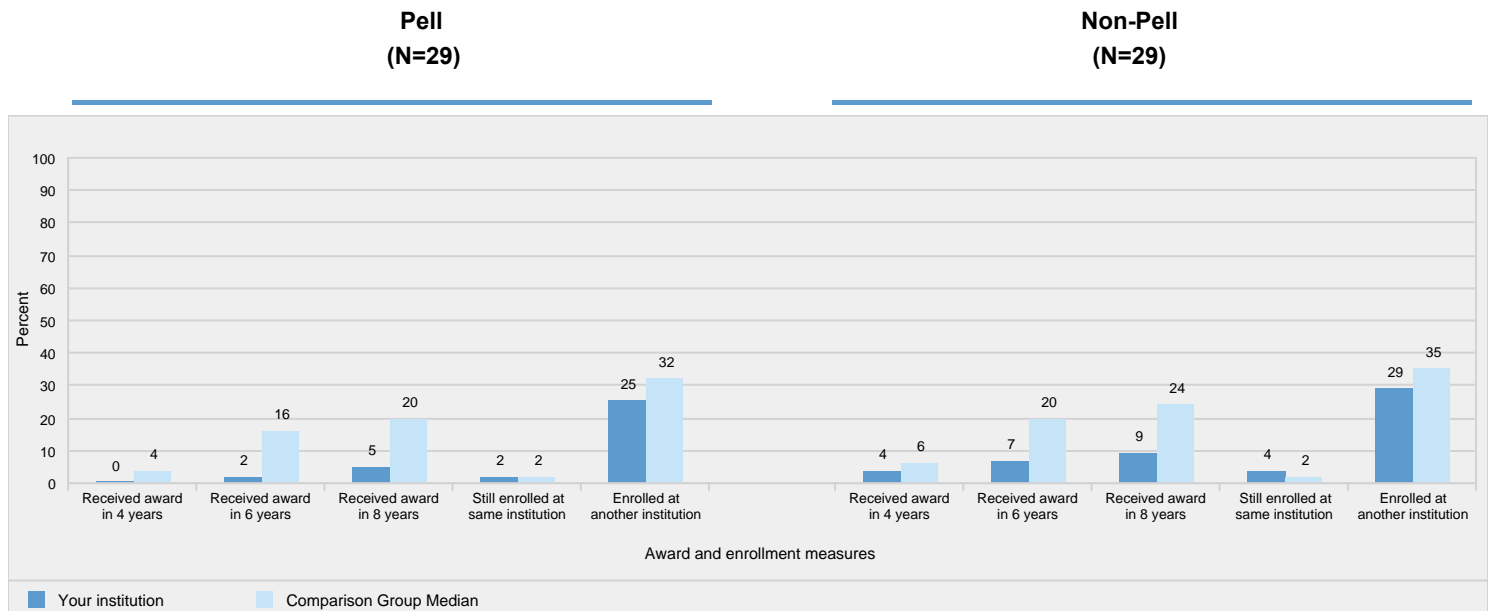
Figure 17. Award and enrollment rates of first-time, full-time, degree/certificate-seeking undergraduates after 8 years of entry, by Pell status: 2012-13 cohort



NOTE: Award measures are based on the highest award received after 8 years of entry and enrollment measures are based on students who did not receive an award after 8 years of entry. Student cohorts (i.e., First-time, full-time; First-time, part-time; Non-first-time, full-time; and Non-first-time, part-time) are degree/certificate-seeking undergraduate students who entered the institution between July 1, 2012-June 30, 2013. Pell recipients are students with demonstrated financial need. For more details, see the Methodological Notes. N is the number of institutions in the comparison group. Medians are not reported for comparison groups with less than three values.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS); Winter 2020-21, Outcome Measures component.

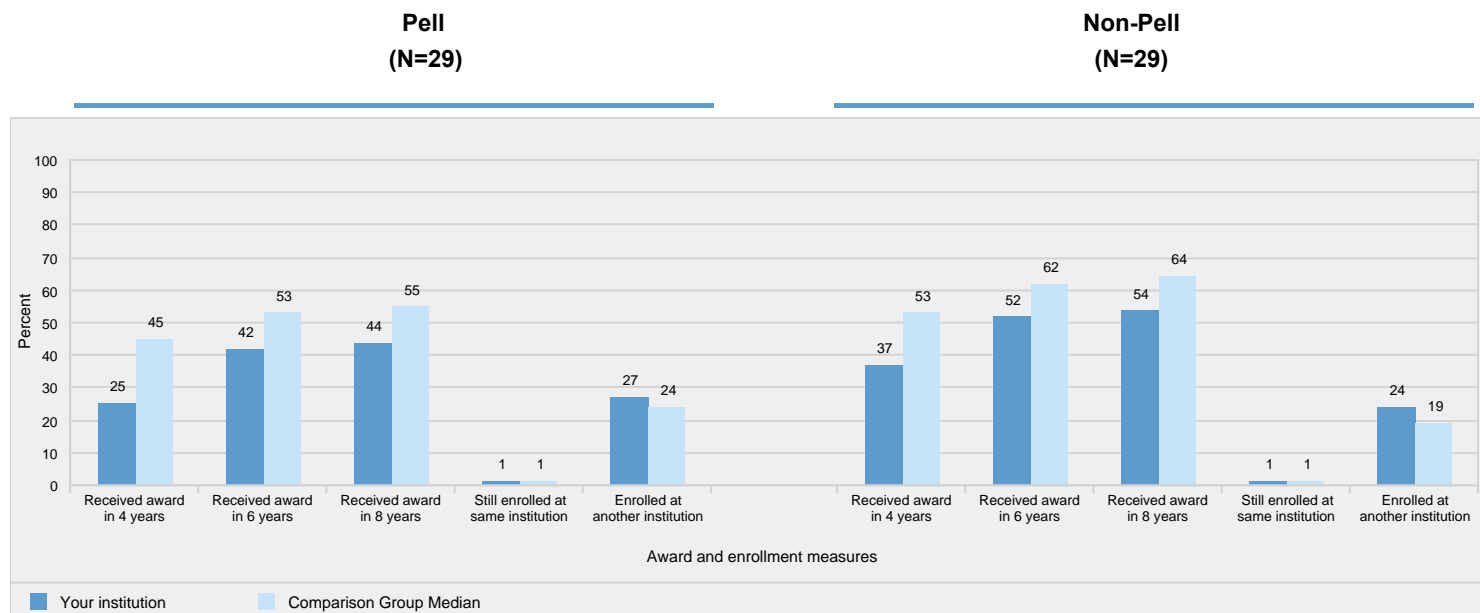
Figure 18. Award and enrollment rates of first-time, part-time, degree/certificate-seeking undergraduates after 8 years of entry, by Pell status: 2012-13 cohort



NOTE: Award measures are based on the highest award received after 8 years of entry and enrollment measures are based on students who did not receive an award after 8 years of entry. Student cohorts (i.e., First-time, full-time; First-time, part-time; Non-first-time, full-time; and Non-first-time, part-time) are degree/certificate-seeking undergraduate students who entered the institution between July 1, 2012-June 30, 2013. Pell recipients are students with demonstrated financial need. For more details, see the Methodological Notes. N is the number of institutions in the comparison group. Medians are not reported for comparison groups with less than three values.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS); Winter 2020-21, Outcome Measures component.

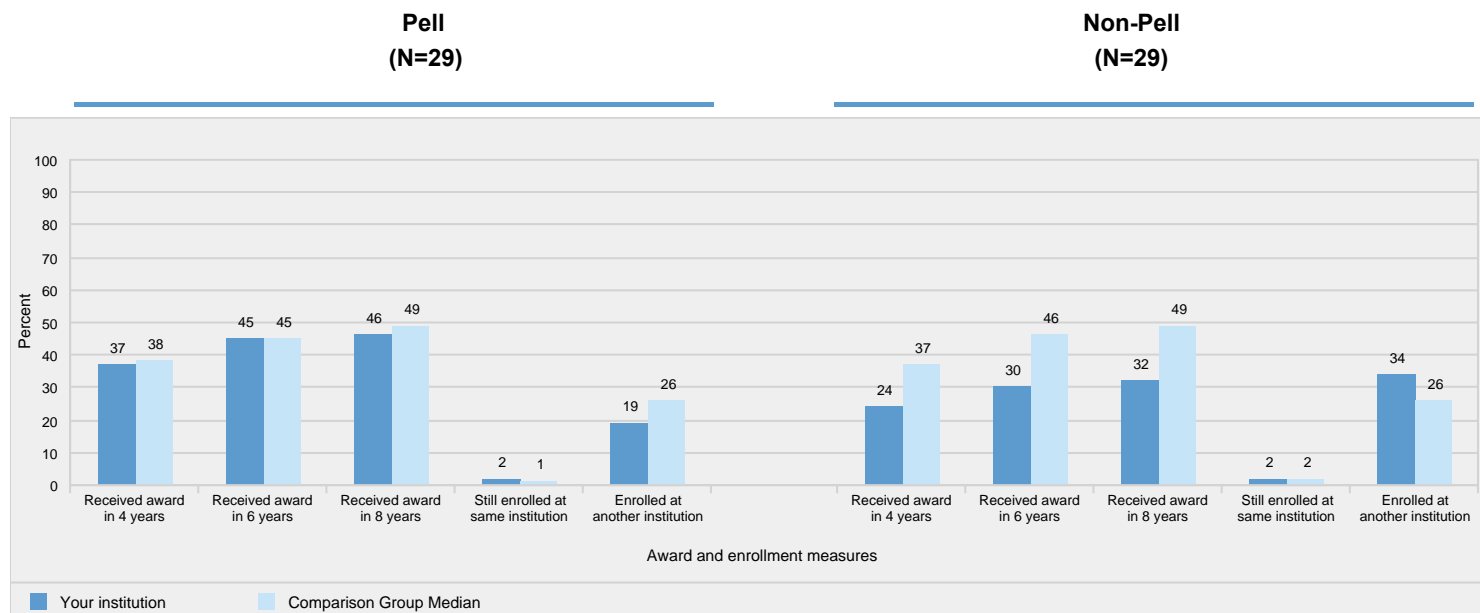
Figure 19. Award and enrollment rates of non-first-time, full-time, degree/certificate-seeking undergraduates after 8 years of entry, by Pell status: 2012-13 cohort



NOTE: Award measures are based on the highest award received after 8 years of entry and enrollment measures are based on students who did not receive an award after 8 years of entry. Student cohorts (i.e., First-time, full-time; First-time, part-time; Non-first-time, full-time; and Non-first-time, part-time) are degree/certificate-seeking undergraduate students who entered the institution between July 1, 2012-June 30, 2013. Pell recipients are students with demonstrated financial need. For more details, see the Methodological Notes. N is the number of institutions in the comparison group. Medians are not reported for comparison groups with less than three values.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS); Winter 2020-21, Outcome Measures component.

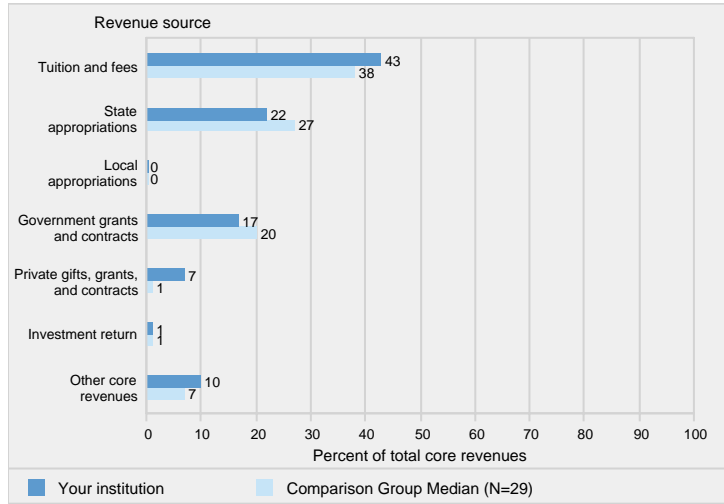
Figure 20. Award and enrollment rates of non-first-time, part-time, degree/certificate-seeking undergraduates after 8 years of entry, by Pell status: 2012-13 cohort



NOTE: Award measures are based on the highest award received after 8 years of entry and enrollment measures are based on students who did not receive an award after 8 years of entry. Student cohorts (i.e., First-time, full-time; First-time, part-time; Non-first-time, full-time; and Non-first-time, part-time) are degree/certificate-seeking undergraduate students who entered the institution between July 1, 2012-June 30, 2013. Pell recipients are students with demonstrated financial need. For more details, see the Methodological Notes. N is the number of institutions in the comparison group. Medians are not reported for comparison groups with less than three values.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS); Winter 2020-21, Outcome Measures component.

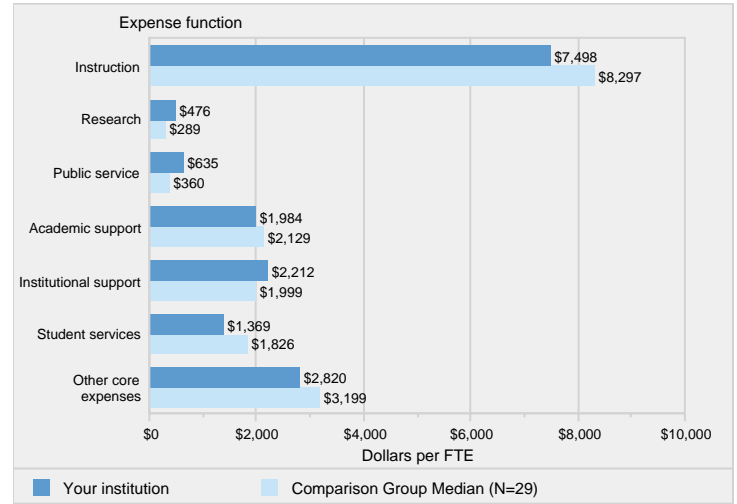
Figure 21. Percent distribution of core revenues, by source: Fiscal year 2020



NOTE: The comparison group median is based on those members of the comparison group that report finance data using the same accounting standards as the comparison institution. For more information, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Finance component.

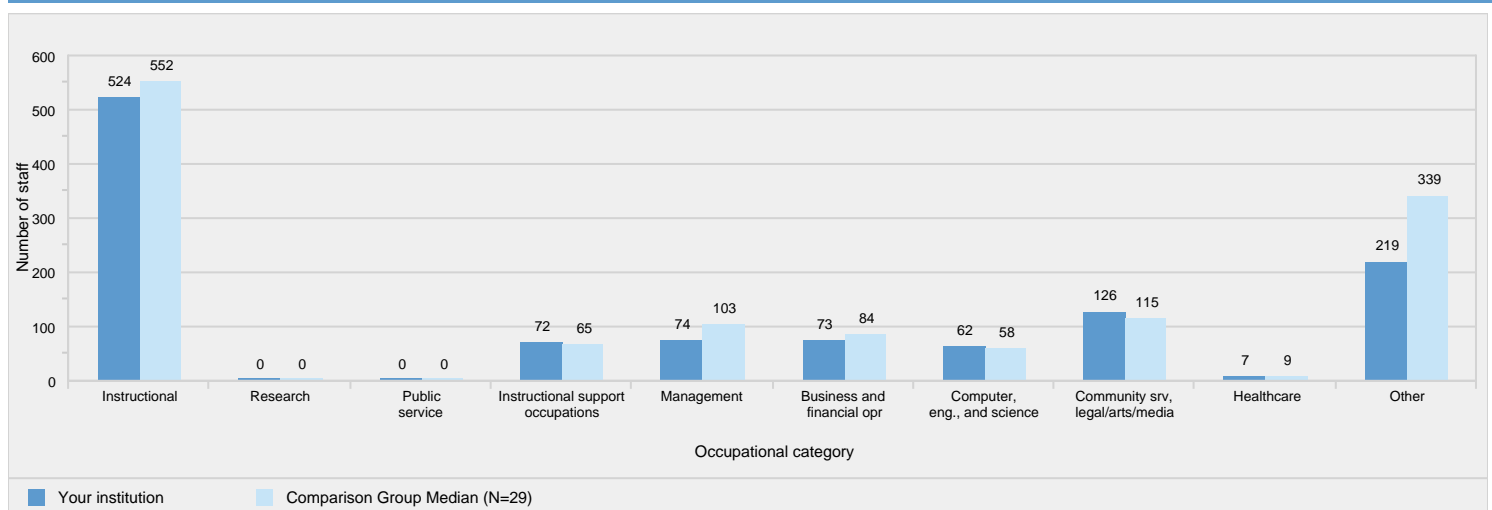
Figure 22. Core expenses per FTE enrollment, by function: Fiscal year 2020



NOTE: Expenses per full-time equivalent (FTE) enrollment, particularly instruction, may be inflated because finance data includes all core expenses while FTE reflects credit activity only. For details on calculating FTE enrollment and a detailed definition of core expenses, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Fall 2020, 12-month Enrollment component and Spring 2021, Finance component.

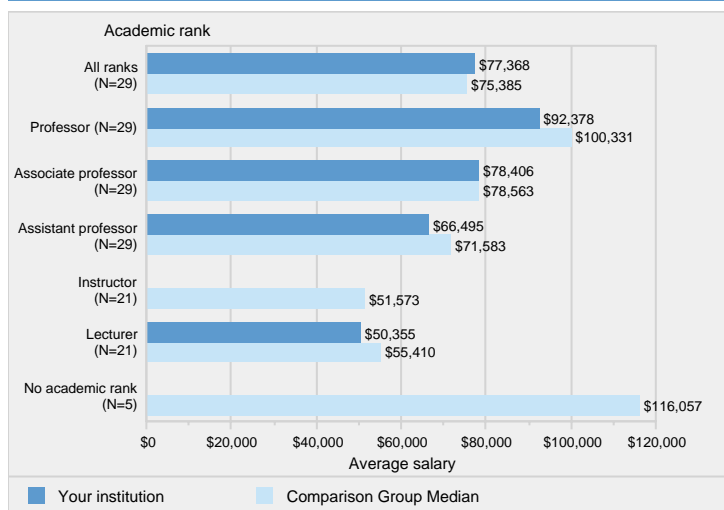
Figure 23. Full-time equivalent staff, by occupational category: Fall 2020



NOTE: Graduate assistants are not included. For calculation details, see the Methodological Notes. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Human Resources component.

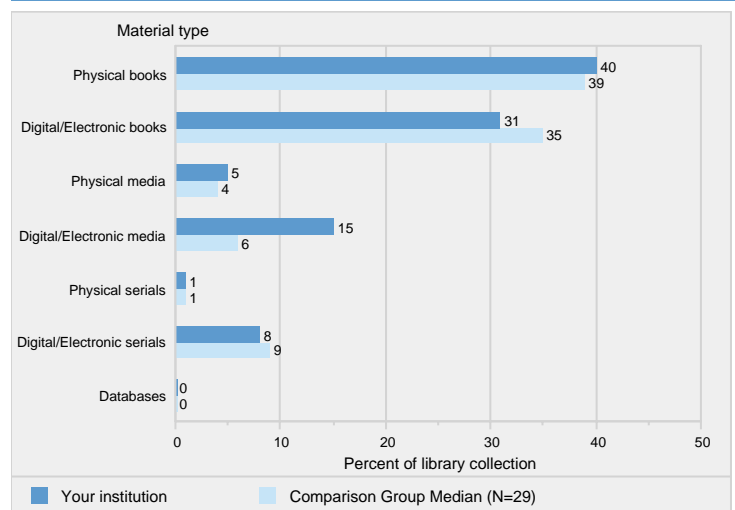
Figure 24. Average salaries of full-time instructional non-medical staff equated to 9-months worked, by academic rank: Academic year 2020-21



NOTE: See Methodology Notes for more details on average salary. N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Human Resources component.

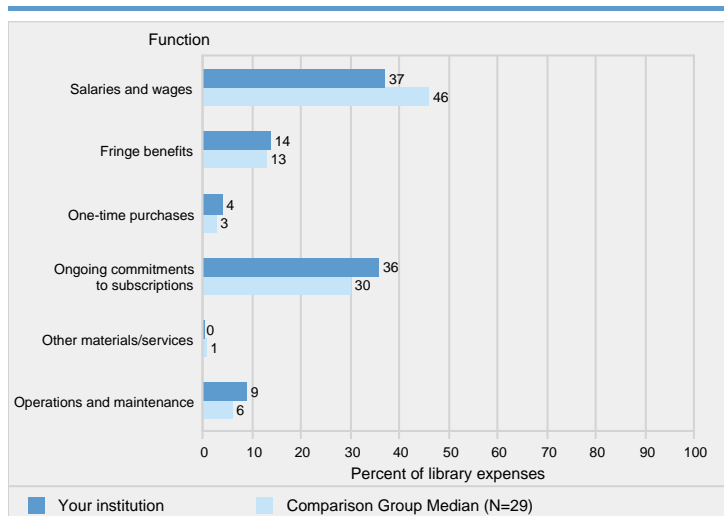
Figure 25. Percent distribution of library collection, by material type: Fiscal Year 2020



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Academic Libraries component.

Figure 26. Percent distribution of library expenses, by function: Fiscal Year 2020



NOTE: N is the number of institutions in the comparison group.

SOURCE: U.S. Department of Education, National Center for Education Statistics, Integrated Postsecondary Education Data System (IPEDS): Spring 2021, Academic Libraries component.

METHODOLOGICAL NOTES

Overview

This report is based on data supplied by institutions to IPEDS during 2020-21 data collection year. Response rates exceeded 99% for most surveys. IPEDS data release memos at <https://nces.ed.gov/ipeds/use-the-data/survey-components> provide an overview of the number of institutions responding to the survey components. Furthermore, data used in this report are provisional level and may be revised for a limited time through the IPEDS Prior Year Revision system.

Use of Median Values for Comparison Group

This report compares your institution's data to the median value for the comparison group for each indicator shown in the figure. If more than one indicator is present in a figure, the median values are determined separately for each indicator. Medians are not displayed for comparison groups with fewer than three values. Where percentage distributions are presented, median values may not add to 100%. To access all the data used to create the figures included in this report, go to 'Use the Data' portal on the IPEDS website at this provided link (<https://nces.ed.gov/ipeds>).

Missing Indicators

If a indicator is not reported for your institution, the omission indicates that the indicator is not relevant to your institution and the data were not collected. Not all notes may be applicable to your report.

Use of Imputed Data

All IPEDS data are subject to imputation for total (institutional) and partial (item) nonresponse. If necessary, imputed values were used to prepare your report.

Data Confidentiality

IPEDS data are not collected under a pledge of confidentiality.

Disaggregation of Data by Race/Ethnicity

When applicable, some indicators are disaggregated by race/ethnicity. Data disaggregated by race/ethnicity have been reported using the 1997 Office of Management and Budget categories. Detailed information about the race/ethnicity categories can be found at <https://nces.ed.gov/ipeds/Section/Resources>.

Cohort Determination for Reporting Student Financial Aid, Graduation Rates, and Outcome Measures

Student cohorts for reporting Student Financial Aid and Graduation Rates data are based on the reporting type of the institution. For institutions that report based on an academic year (those operating on standard academic terms), student counts and cohorts are based on fall term data. Student counts and cohorts for program reporters (those that do not operate on standard academic terms) are based on unduplicated counts of students enrolled during a full 12-month period.

Student cohorts for reporting Outcome Measures are based on a full-year cohort from July 1-June 30 for all degree-granting institutions.

DESCRIPTION OF INDICATORS USED IN THE FIGURES

Admissions (only for non-open-admissions schools)

Admissions and Test Score Data

Admissions and test score data are presented only for institutions that do not have an open admission policy, and apply to first-time, degree/certificate-seeking undergraduate students only. Applicants include only those students who fulfilled all requirements for consideration for admission and who were notified of one of the following actions: admission, non-admission, placement on a wait list, or application withdrawn (by applicant or institution). Admitted applicants (admissions) include wait-listed students who were subsequently offered admission. Early decision, early action, and students who began studies during the summer prior to the fall reporting period are included. For customized Data Feedback Reports, test scores are presented only if scores are required for admission.

Student Enrollment

Enrollment Counts

12-month Enrollment captures a cumulative unduplicated headcount of enrollment over the full 12-month period beginning July 1 and ending June 30. In contrast, Fall Enrollment captures number of students enrolled on a particular date in the fall. Fall enrollment is often referred to as a "snapshot" of an institution's enrollment at a specific time.

FTE Enrollment

The full-time equivalent (FTE) enrollment used in this report is the sum of the institution's FTE undergraduate enrollment and FTE graduate enrollment (as calculated from or reported on the 12-month Enrollment component). Undergraduate and graduate FTE are estimated using 12-month instructional activity (credit and/or contact hours). See "Calculation of FTE Students (using instructional activity)" in the IPEDS Glossary at <https://surveys.nces.ed.gov/ipeds/VisGlossaryAll.aspx>.

Completions

Completions and Completers

Completions collects data on undergraduate and graduate completions and completers in a 12-month period. Completions are the counts of postsecondary awards granted where each award reported once but multiple awards may be reported for one recipient. Completers are the counts of students granted postsecondary awards. The count of completers is collected in two ways. The first way counts all completers, while the second way counts completers by award level (e.g., number of associate's completers, number of bachelor's completers).

Student Financial Aid

Financial Aid Recipients and Amounts

Student Financial Aid collects the counts of undergraduate students awarded different types of financial aid and the total amounts of aid awarded. The average dollar amount of aid awarded is then calculated. In addition, Student Financial Aid collects counts of full-time, first-time undergraduate student awarded aid and amounts of aid, and counts and disbursed amounts for undergraduate and graduate students receiving military education benefits.

Charges and Average Net Price

Average Institutional Net Price

IPEDS collects data to calculate average net price at each institution for two groups of undergraduate students: those awarded grant and scholarship aid and those awarded Title IV federal aid.

Average net price is calculated for full-time, first-time degree/certificate-seeking undergraduates who were awarded grant or scholarship aid from the federal government, state/local government, or the institution anytime during the academic year. For public institutions, this includes only students who paid the in-state or in-district tuition rate. Other sources of grant aid are excluded. Average net price is generated by subtracting the average amount of federal, state/local government, and institutional grant and scholarship aid from the total cost of attendance. Total cost of attendance is the sum of published tuition and required fees (lower of in-district or in-state for public institutions), books and supplies, and the weighted average of room and board, and other expenses.

For the purpose of the IPEDS reporting, aid awarded refers to financial aid that was awarded to, and accepted by, a student. This amount may differ from the aid amount that is disbursed to a student.

Retention, Graduation Rates, and Outcome Measures

Retention Rates

Retention rates are measures of the rate at which students persist in their educational program at an institution, expressed as a percentage. For four-year institutions, this is the percentage of first-time bachelors (or equivalent) degree-seeking undergraduates from the previous fall who are again enrolled in the current fall. For all other institutions this is the percentage of first-time degree/certificate-seeking students from the previous fall who either re-enrolled or successfully completed their program by the current fall. The full-time retention rate is calculated using the percentage of full-time, first-time degree/certificate-seeking undergraduates, while the part-time rate is calculated using the percentage of part-time, first-time degree/certificate-seeking undergraduates.

Graduation Rates and Transfer-out Rate

Graduation rates are those developed to satisfy the requirements of the Student Right-to-Know Act and Higher Education Act, as amended, and are defined as the total number of individuals from a given cohort of full-time, first-time degree/certificate-seeking undergraduates who completed a degree or certificate within a given percent of normal time to complete all requirements of the degree or certificate program; divided by the total number of students in the cohort of full-time, first-time degree/certificate-seeking undergraduates minus any allowable exclusions. Institutions are permitted to exclude from the cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called up to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission.

A further extension of the traditional Graduation Rates (GR) component which carries forward 100% and 150% graduation rates data previously reported in the GR component is the Graduation Rates 200% (GR200) component, which requests information on any additional completers and exclusions from the cohort between 151% and 200% normal time for students to complete all requirements of their program of study.

Transfer-out rate is the total number of students from the cohort who are known to have transferred out of the reporting institution (without earning a degree/award) and subsequently re-enrolled at another institution within the same time period; divided by the same adjusted cohort (initial cohort minus allowable exclusions) as described above. Only institutions with a mission that includes providing substantial preparation for students to enroll in another eligible institution are required to report transfers out.

Outcome Measures Data

Alternative measures of student success are reported by degree-granting institutions to describe the outcomes of four degree/certificate-seeking undergraduate student groups: First-time, full-time (FTFT); First-time, part-time (FTPT); Non-first-time, full-time entering (NFTFT); and Non-first-time, part-time entering (NFTPT). Additionally, each of the four cohorts collects data on two subcohorts: Pell grant recipients and non-Pell grant recipients. These measures provide the 4-year, 6-year, and 8-year award rates (or completions rates) after entering an institution. NCES calculates award rates by dividing a cohort's or subcohort's adjusted cohort into the number of total awards at 4-year, 6-year, and 8-year status points.

The initial cohort can be revised and take allowable exclusions resulting in an adjusted cohort. Institutions are permitted to exclude from the initial cohort students who died or were totally and permanently disabled; those who left school to serve in the armed forces or were called up to active duty; those who left to serve with a foreign aid service of the federal government, such as the Peace Corps; and those who left to serve on an official church mission.

The highest award and the type of award (i.e., certificate, Associate's, or Bachelor's) are reported at each status point. For students who did not earn an undergraduate award after 8-years of entry, the enrollment statuses are reported as either still enrolled at the institution, or subsequently transferred out of the institution. Unlike the Graduation Rates data, all institutions must report on a full-year cohort (students entering July 1 of one year to June 30 to the next) and on their transfer out students, regardless if the institution has a mission that provides substantial transfer preparation.

Finance

Core Revenues

Core revenues for public institutions reporting under GASB standards include tuition and fees; government (federal, state, and local) appropriations and operating and nonoperating grants/contracts; private gifts, grants, and contracts (private operating grants/contracts plus gifts and contributions from affiliated entities); sales and services of educational activities; investment income; other operating and nonoperating sources; and other revenues and additions (capital appropriations and grants and additions to permanent endowments). "Other core revenues" include federal appropriations, sales and services of educational activities, other operating and nonoperating sources, and other revenues and additions.

Core revenues for private, not-for-profit institutions (and a small number of public institutions) reporting under FASB standards include tuition and fees; government (federal, state, and local) appropriations and grants/contracts; private gifts, grants and contracts (including contributions from affiliated entities); investment return; sales and services of educational activities; and other sources (a generated category of total revenues minus the sum of core and noncore categories on the Finance component). "Other core revenues" include government (federal, state, and local) appropriations, sales and services of educational activities, and other sources.

Core revenues for private, for-profit institutions reporting under FASB standards include tuition and fees; government (federal, state, and local) appropriations and grants/contracts; private grants/ contracts; investment income; sales and services of educational activities; and other sources (a generated category of total revenues minus the sum of core and noncore categories on the Finance component). "Other core revenues" include government (federal, state, and local) appropriations and other sources.

At degree-granting institutions, core revenues exclude revenues from auxiliary enterprises (e.g., bookstores and dormitories), hospitals, and independent operations. Non-degree-granting institutions do not report revenue from auxiliary enterprises in a separate category, and thus may include these amounts in the core revenues from other sources.

Core Expenses

Core expenses include expenses for instruction, research, public service, academic support, student services, institutional support, scholarships and fellowships (GASB) or net grant aid to students (FASB) and other expenses. Core expenses exclude expenses for auxiliary enterprises, hospitals, and independent operations. "Other core expenses" is the sum of grant aid/scholarships and fellowships and other expenses.

Endowment Assets

Endowment assets, for public institutions under GASB standards, and private, not-for-profit institutions under FASB standards, include gross investments of endowment funds, term endowment funds, and funds functioning as endowment for the institution and any of its foundations and other affiliated organizations. Private, for-profit institutions under FASB do not hold or report endowment assets.

Salaries and Wages

Salaries and wages for public institutions under GASB standards and private (not-for-profit and for-profit) institutions under FASB standards, include amounts paid as compensation for services to all employees regardless of the duration of service, and amounts made to or on behalf of an individual over and above that received in the form of a salary or wage.

Staff

FTE Staff

The full-time-equivalent (FTE) by occupational category is calculated by summing the total number of full-time staff and adding one-third of the total number of part-time staff. Occupational categories include instructional staff, research staff, public service staff, instructional support staff, management staff, and other occupations. Instructional staff are primarily engaged in teaching and do a combination of teaching, research, and/or public service. Research staff are staff whose primary function is research while public service staff are staff whose primary function is public service. Instructional support occupations include archivists, curators, and museum technicians; librarians and media collections specialists; librarian technicians; student and academic affairs and other education services occupations. Other staff include staff in service occupations; sales and related occupations; office and administrative support occupations; natural resources, construction, and maintenance occupations; production, transportation and material moving occupations; and military specific occupations. Graduate assistants are not included.

Equated Instructional Non-Medical Staff Salaries

Institutions reported the number of full-time nonmedical instructional staff and their salary outlays by academic rank, gender, and the number of months worked (9-, 10-, 11-, and 12-months). Salary outlays for staff who worked 10-, 11-, and 12-months were equated to 9-months of work by multiplying the outlays reported for 10-months by 0.90, the outlays reported for 11 months by 0.818, and the outlays reported for 12-months by 0.75. The equated 10-, 11-, and 12-outlays were then added to the outlays for instructional staff that worked 9-months to generate a total 9-month equated salary outlay. The total 9-month equated outlay was then divided by total number of instructional non-medical staff to determine an equated 9-month average salary. This calculation was done for each academic rank. Salary outlays were not reported for staff that work less than 9-months and were excluded.

Student-to-Faculty Ratio

Institutions can provide their institution's student-to-faculty ratio (i.e., student-to-instructional staff) for undergraduate programs or follow the NCES guidance in calculating their student-to-faculty ratio, which is as follows: the number of FTE students (using Fall Enrollment survey data) divided by total FTE instructional staff (using the total Primarily instruction + Instruction/research/public service staff reported in Human Resources component and adding any not primarily instructional staff that are teaching a credit course). For this calculation, FTE for students is equal to the number of the full-time students plus one-third the number of part-time students; FTE for instructional staff is similarly calculated. Students in "stand-alone" graduate or professional programs (such as, medicine, law, veterinary, dentistry, social work, or public health) and instructional staff teaching in these programs are excluded from the FTE calculations.

Additional Resources

Additional information on the IPEDS survey components, including survey methodology, survey forms, and frequently asked questions, can be found at <https://nces.ed.gov/ipeds/use-the-data/survey-components>.

Additional definitions of variables used in this report can be found in the IPEDS glossary available at <https://surveys.nces.ed.gov/ipeds/VisGlossaryAll.aspx>.

Additional resources on the IPEDS Data Feedback Report, including the instructions on creating a custom comparison report, FAQs, and video tutorials, can be found at <https://nces.ed.gov/Ipedds/Help/View/2>.

U.S. DEPARTMENT OF EDUCATION
College Scorecard

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Youngstown State University

Youngstown, OH
9,705 undergraduate students
ysu.edu

4
Year

Public

City

Medium



From: TSudkamp@highered.ohio.gov <TSudkamp@highered.ohio.gov>

Sent: Wednesday, January 26, 2022 1:41 PM

To: McQuade, Cindy <mcquade.2@osu.edu>

Cc: Bruce.Johnson@odrc.state.oh.us

Subject: Low enrollment/duplicate program reports

This message was sent securely using Zix®

Hi Cindy,

We are looking forward to meeting with the IUC Provosts and appreciate that you were able to schedule a time that accommodated the Chancellor's schedule. To provide some background for the meeting to share with the Provosts, I am enclosing the guidance that was provided in the 2017 review of low enrollment classes and duplicate programs. The ORC language requiring this reporting is:

Section 3345.35 | Course evaluation based on enrollment and duplication with other institutions.

Not later than December 31, 2017, and by the first day of September of every fifth year thereafter, the board of trustees of each state institution of higher education, as defined in section [3345.011](#) of the Revised Code, shall evaluate all courses and programs the institution offers based on enrollment and duplication of its courses and programs with those of other state institutions of higher education within a geographic region, as determined by the chancellor of higher education. For courses and programs with low enrollment, as defined by the chancellor, the board of trustees shall provide a summary of recommended actions, including consideration of collaboration with other state institutions of higher education. For duplicative programs, as defined by the chancellor, the board of trustees shall evaluate the benefits of collaboration with other institutions of higher education to deliver the program.

Each board of trustees shall submit its findings under this section to the chancellor not later than thirty days after the completion of the evaluations or as part of submitting the annual efficiency report required pursuant to section [3333.95](#) of the Revised Code.

Note, there have been changes in the requirements since the initial legislation:

- In 2017, the low enrollment and duplicate program reports were separate.
- In 2017, the low enrollment report required only institutional responses/actions for low enrollment courses. The law now requires recommended actions for both low enrollment courses and programs.

Thanks again for allowing us to join your meeting.

Tom

Dr. Thomas Sudkamp
Vice Chancellor for Academic Affairs
Ohio Department of Higher Education

Reporting Duplicate Programs—Universities

Background

Section 3345.35. of the Ohio Revised Code requires that the boards of trustees of each state institution of higher education evaluate all courses and programs based on enrollment and student performance. It also required that, for courses with low enrollment, boards evaluate the benefits of delivering the course through regional collaboration. To comply with that legislation, the Chancellor provided a definition of low enrollment courses and the boards of each state college and university submitted reports that described the process and data used to identify courses that met the chancellor’s definition of low enrollments and then provided a summary of recommended actions for each identified course (e.g., no action, course elimination, reduction in the number of sections or the timing of sections, change in course delivery modality; targeted as a candidate for course sharing).

More recently, the Governor’s Task Force on Affordability and Efficiency noted that the legislation required reporting for low enrollment courses but did not address reporting requirements for duplicative programs. Consequently, the task force recommended that: “Institutions should consider consolidating programs that are duplicated at other colleges and universities in their geographic area.” The report went on to say, “The Department of Higher Education should identify duplicative programs within each region of the state, with particular attention to co-located campuses. Institutions should then review any programs not covered by the current low-enrollment review ordered by the legislation to identify opportunities to consolidate.”

ODHE Data Regarding Duplicate Programs

The Ohio Department of Higher Education (ODHE) identified duplicative programs within each region of the state, with particular attention to co-located campuses. The following steps were used construct the attached spreadsheets:

- Using data reported to the Higher Education Information (HEI) system, ODHE classified degrees awarded since 2012 as a program within an institution using its 6 digit CIP Code, resulting in a list of programs offered at each public college and university in the state.
- Each public college and university was then assigned to one of six regions across the state; these regions are mainly aligned to the six JobsOhio regions associated with the main campus
 - NEOMED is not included due to their medical program focus
 - Southern State Community College was placed in the Southwest Region
- Information on programs at institutions in each region was then used to create spreadsheets indicating
 - Duplicate programs (highlighted in red) at universities in each region
 - Duplicate programs (highlighted in red) at community colleges in each region
 - Duplicate programs (highlighted in red) at co-located campuses

- Data on the number of program graduates is included for the same 3 years and the average cost per graduate of the program was calculated using HEI cost data.
 - The HEI cost data for each course completed by the graduate was summed (please note that costs were summed for all courses taken prior to graduation, whether or not the course was required for the student’s program)
 - This summed cost was averaged across all program completers over the three year period
 - The data were omitted when the number of program graduates was less than 5 over the three year period

These spreadsheets will help faculty, administrators and trustees to see programs that are duplicated in their region, and will help them as they evaluate duplicate program fit within the institution, (e.g. reasonable duplication or unreasonable duplication that should be targeted for action, such as elimination or regional collaboration).

Duplication of many programs is to be expected. For instance, essentially all colleges will have programs in majors that are needed by students throughout the state (e.g., English, psychology, engineering, business, mathematics, history, nursing). Therefore, cases of duplication will need to be considered on a case-by-case basis to determine whether the duplication is appropriate or not. Factors to be considered in this analysis would include dynamics such as: the number of students enrolled in the program, the number of graduates from the program, costs of the program (including staffing, facilities, pedagogical requirements, and accreditation requirements), quality or reputation of the program, etc.

Determining Recommended Actions for Duplicate Programs

The following factors can be used during the consideration of recommended actions for duplicate programs. The bulleted bullet points following each factor are examples of data points that could be assessed in the analysis and may be augmented by other evaluative tools.

- I. Quality
 - Student retention and completion within the program
 - Student employment outcomes
 - Successful student transfer or placement in graduate/professional school
 - Scholarly productivity of faculty and students
 - Attainment of specialized accreditation
 - Program reputation/ranking
 - Areas of specialization within the program that differentiate it from other programs in the same discipline offered in the region

- II. Centrality to the Institution’s Mission
 - Relevance of the program to the institution’s strategic plan
 - Importance of the program to the institution’s reputation or recruiting efforts
 - Need for the program based on data for “in-demand” jobs

3. Cost-Effectiveness
 - Revenue sufficiency to support the program
 - Ratio of number of graduates to FTE faculty/administrators
4. Demand
 - Program enrollment patterns over time
 - Students enrolled
 - Degrees/certificates awarded
 - Understanding reasons for low enrollment in the program
 - Duplication and competition
 - Lack of jobs?
 - Marketing?
 - Data driven market analysis of employer need
5. Potential for Collaboration with Other Institutions
 - Programs with low enrollment at one or more institutions and a need for a range of highly specialized faculty (e.g., BFA or MFA)
 - Programs with low enrollment at one or more institutions but where there is a need for graduates within the region or the state (e.g., certain foreign languages, highly specialized majors)
 - Programs with low to moderate enrollment at one or more institutions that are costly to offer
6. Potential for Elimination
 - Programs with persistent low enrollment where collaboration doesn't make sense
 - Programs with persistent low enrollment and little or no employer demand

Reporting (all submissions will be posted on the Department of Higher Education website)

By April 30th, 2017 each Board of Trustees shall submit an **Initial Report on Duplicate Programs** to the Chancellor. The submission should include:

- I. A brief description of the process and data used to evaluate programs;
- II. A list of the duplicate programs **not targeted** for action and the rationale for the decision (e.g., robust enrollment and program completion, program central to institutional mission and/or reputation, program specialized and therefore not duplicative, program shares a large proportion of classes with other programs on campus).
- III. A list of the duplicate programs **being considered for action..**

By September 30th, 2017, each institution's chief academic officer shall submit a **Progress Report on Duplicate Programs** to the Chancellor, indicating the action being evaluated for each of the targeted programs (e.g., elimination, collaboration with named partner institution for course and program sharing, continuing to evaluate for potential change, other).

By December 31st, 2017, each Board of Trustees shall submit a **Final Action Report on Duplicate Programs** to the Chancellor, indicating the decisions made for each of the targeted programs and a timeline for those actions.

The following format is suggested for April 30th, 2017 Initial Report on Duplicate Programs.

- I. Brief narrative summarizing the identification of duplicate programs targeted for action.
- II. Chart listing duplicate programs not targeted for action and the rationale for continuing the program in its current form, followed by a list off duplicate programs being considered for action

PART I: Programs Not Targeted for Action

| Program Name | Rationale for Leaving Program in Its Current Form |
|---------------------|--|
| Program A | e.g., robust enrollment and program completion; program central to institutional mission and/or reputation; program specialized and therefore not duplicative; other |
| Program B | |
| Program C | |
| ... | |

PART II: List of Programs Being Considered for Action:

Program A
Program B
Program C
...

The following format is suggested for **September 30th, 2017 Progress Report on Duplicate Programs**. For each program listed in Part II of the April 30th, 2017 report, complete the following chart:

| Program Name | Progress Report | Collaboration Partners, if Applicable |
|---------------------|--|--|
| Program A | e.g., elimination; collaboration with named partner institution for course and program sharing; continuing to evaluate for potential change; other | |
| Program B | | |
| Program C | | |
| ... | | |

The following format is suggested for **the December 31st, 2017 Final Action Report on Duplicate Programs** from the Board of Trustees. For each program listed in the September 30th, 2017 report, complete the following chart:

| Program Name | Final Action and Rationale (Include Collaboration Partners, if Applicable) | Timeline for Actions |
|---------------------|---|-----------------------------|
| Program A | | |
| Program B | | |
| Program C | | |
| ... | | |

Reporting Low Enrollment Courses

Background

Section 3345.35. of the Ohio Revised Code requires that the boards of trustees of each state institution of higher education evaluate all courses and programs based on enrollment and student performance. For courses with low enrollment, as defined by the chancellor, boards are asked to evaluate the benefits of delivering the course through a regional collaboration. The evaluations are to be done by January 1, 2016, and the first day of January every fifth year thereafter, with reports to the chancellor due 30 days after the evaluation.

Defining Low Enrollment Courses and Programs

A single numerical definition of **low enrollment courses** is problematic because courses contribute to institutions in different ways (e.g., institutional quality, service to multiple majors, student need), and because courses have widely varying contexts and costs. That being said, most colleges and universities have set **thresholds** below which courses will be not be offered. These thresholds often differ within and across institutions based on pedagogical factors related to discipline (professional courses Vs. general education courses), course level (lower division Vs. upper division or undergraduate Vs. graduate), or resources (cost, availability of faculty or practicum supervisors, availability of facilities).

Likewise, a single numerical definition for **low enrollment programs** is difficult because programs also contribute to institutions in multiple ways (e.g., institutional reputation, service to multiple student majors, regional need), and because programs themselves have widely varying contexts (accreditation and licensure requirements, pedagogical requirements) and costs (faculty, facility and equipment needs). Again, however, most colleges and universities have defined a minimum number of students required for each of their programs, with this minimum **threshold** differing within and across institutions based on institutional mission, student demand and availability of resources.

To comply with the legislation, the Chancellor is defining **low enrollment courses** as course sections that fall below 20% above the institutionally-defined threshold for that course section over two or more semesters.

The identification of low enrollment courses and programs provides trustees with crucial information as they think strategically about course and program offerings in order to target courses and programs for change (e.g., regional collaboration or restructuring).

Determining Thresholds for Course and Program Enrollment and Recommended Actions for Courses That Fall Below the Chancellor's Definition of Low Enrollment

The following six factors should be considered by trustees in their determination of course and program thresholds and in their consideration of recommended actions for courses that fall below the Chancellor's definition of low enrollment. The bulleted bullet points following each factor are examples of data points that could be used in the analysis and may be augmented by other evaluative tools.

1. Quality
 - Student retention and completion within the program
 - Student employment outcomes
 - Successful student transfer or placement in graduate/professional school
 - Scholarly productivity of faculty and students
 - Attainment of specialized accreditation
 - Program reputation/ranking
 - Performance of students in subsequent courses
2. Centrality to the Institution's Mission
 - Relevance of the course or program to the institution's strategic plan
 - Importance of the course or program to the institution's reputation or recruiting efforts
 - Need for the course within the curriculum (e.g., gateway, service, critical for completion)
3. Cost-Effectiveness of the Course or Program
 - Revenue sufficiency to support the course or program
 - Ratio of number of graduates to FTE faculty
4. Demand for the Programs or Courses
 - Program enrollment patterns over time
 - Students enrolled
 - Degrees/certificates awarded
 - Understanding reasons for low enrollment
 - Duplication and competition
 - Lack of jobs?
 - Marketing?
 - Course enrollment patterns over time
 - Understanding reason for low enrollment
 - Too many sections?
 - Sections offered at inconvenient times?
 - New course?
 - Faculty member identified too late?
 - Elective with little demand?
 - Data driven market analysis of employer need

5. Potential for Collaboration with Other Institutions

- Programs with low enrollment at one institution and need for a range of highly specialized faculty (e.g., BFA or MFA)
- Courses with low enrollment at one institution but greater need across the state (e.g., certain foreign languages, highly specialized courses within a major)

6. Potential for Restructuring

- Programs with high administrative costs per graduate
- Courses with high administrative cost per course completion
- Optimizing the number of course sections when multiple sections with low enrollments are noted

Reporting (all submissions will be posted on the Department of Higher Education website)

By January 31, 2016 each board of trustees shall submit its findings to the Chancellor. The submission should include:

- Institutional definitions of course and program thresholds;
- A description of the process and data used to identify courses that meet the chancellor's definition of low enrollments, e.g.,
 - Number of courses reviewed;
 - Number of courses determined to meet the chancellor's definitions of low enrollment;
- A summary of recommended actions for each low enrollment course (e.g., number of courses targeted for elimination because of curricular restructuring, modification of course section or timing; or collaboration with other institutions through course sharing).

The following format is suggested for reporting.

- I. Narrative describing institutional **definitions** of course thresholds and the process by which these thresholds have been developed.
- II. Narrative summarizing the **identification** of low enrollment courses (e.g., process for identifying courses, number of course evaluated, number of courses determined to meet the chancellor’s definition of low enrollment).
- III. Chart summarizing the **recommended actions** for low enrollment courses (e.g., no action, elimination, reduction in the number of sections, changes to timing of course offerings, collaboration with other institutions) and the rationale for the recommended actions.

| Recommendation ¹ | Rationale | Number of Courses/Sections |
|--|---|----------------------------|
| No Action | e.g., pedagogically appropriate course size; course needed for on-time graduation | |
| Course Elimination | e.g., low enrollment elective; curricular redesign | |
| Reduction in Number of Sections | e.g., ability to consolidate multiple low enrollment sections | |
| Change in Course Delivery Modality (e.g., on campus, hybrid, online) | e.g., determination to offer an online section rather than multiple low enrollment on campus sections | |
| Targeted as a candidate for sharing | e.g., course needed/valued by a small number of students | |
| ... (other categories as needed) | | |

- IV. A list identifying each course targeted for potential regional collaboration (this will help the Ohio Department of Higher Education in the development of collaborations through the course and program sharing network).

¹ The recommended actions listed here are examples only...please modify the chart to best fit campus categories/needs

Trustees Two Year Running Attendance Record

Name of Institution: Youngstown State University
Date of Report: Feb. 9, 2022
Dates Covered: January 1, 2020 – December 31, 2021
Number of Meetings in the last 24 months: 16
Vacancies on the board: 1

| Board Member Name | Local or Governor Appointment? | # Mtgs. Present | # Mtgs. Absent | Attendance Percentage | Start of Current Term (M/D/Y) | Appointment Date (if different from start of term) - (M/D/Y) | End of Current Term (M/D/Y) |
|----------------------------|--------------------------------|-----------------|----------------|-----------------------|-------------------------------|--|-----------------------------|
| <u>James E. Roberts</u> | <u>Governor</u> | <u>15</u> | <u>1</u> | <u>94%</u> | <u>May 2, 2013</u> | <u>June 26, 2013</u> | <u>May 1, 2022</u> |
| <u>John R. Jakubek</u> | <u>Governor</u> | <u>16</u> | <u>0</u> | <u>100%</u> | <u>May 2, 2014</u> | <u>May 13, 2014</u> | <u>May 1, 2023</u> |
| <u>Molly S. Seals</u> | <u>Governor</u> | <u>16</u> | <u>0</u> | <u>100%</u> | <u>May 2, 2015</u> | <u>June 20, 2017</u> | <u>May 1, 2024</u> |
| <u>Michael A. Peterson</u> | <u>Governor</u> | <u>14</u> | <u>2</u> | <u>88%</u> | <u>May 2, 2016</u> | <u>Feb. 8, 2018</u> | <u>May 1, 2025</u> |
| <u>Charles T. George</u> | <u>Governor</u> | <u>16</u> | <u>0</u> | <u>100%</u> | <u>May 2, 2018</u> | <u>May 2, 2018</u> | <u>May 1, 2027</u> |
| <u>Allen R. Ryan</u> | <u>Governor</u> | <u>14</u> | <u>2</u> | <u>88%</u> | <u>May 2, 2019</u> | <u>May 3, 2019</u> | <u>May 1, 2028</u> |
| <u>Joseph Kerola</u> | <u>Governor</u> | <u>11</u> | <u>1</u> | <u>92%</u> | <u>May 2, 2020</u> | <u>June 25, 2020</u> | <u>May 1, 2029</u> |
| <u>Anita A. Hackstedde</u> | <u>Governor</u> | <u>11</u> | <u>0</u> | <u>100%</u> | <u>May 2, 2012</u> | <u>Sept. 16, 2016</u> | <u>May 1, 2021</u> |
| <u>Anita A. Hackstedde</u> | <u>Governor</u> | <u>5</u> | <u>0</u> | <u>100%</u> | <u>May 2, 2021</u> | <u>June 4, 2021</u> | <u>May 1, 2030</u> |

Notes:

Includes Regular and Special meetings of the board; committee meetings are not included.
 Trustee Cafaro resigned from the board in October 2021 and her position remains vacant.



**RESOLUTION TO MODIFY
TEXTBOOK SELECTION POLICY, 3356-10-23**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Textbook Selection policy has been reviewed and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Textbook Selection, policy number 3356-10-23, shown as Exhibit __ attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-10-23 Textbook selection policy.

Responsible Division/Office: Office of Academic Affairs
Responsible Officer: Provost and Vice President for Academic Affairs
Revision History: December 2019; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: March 3, 2022
Next Review: 2027

- (A) Policy statement. Youngstown state university (“university”) is committed to providing affordable high quality educational access for students. Affordable high quality educational access includes minimizing the cost of textbooks and instructional materials while correspondingly ensuring instructional quality and the academic freedom of faculty to select textbooks and instructional materials.
- (B) Purpose. To comply with section 3345.025 of the Revised Code, the Higher Education Opportunity Act of 1965, as amended, and House Bill 110 to assist students in the timely procurement of materials, and to ensure instructional quality.
- (C) Parameters.
- (1) Textbook and course materials selection.
- (a) A faculty member may select the textbook(s) and instructional materials to be used in his/her courses unless the faculty member teaches a multi-section or sequential course; in which case, the department faculty who are involved in teaching the course(s) shall provide for textbook selection. In multiple sections of sequential courses that are also prerequisites to advanced courses in the sequence, uniform texts will be selected.
- (b) Faculty members shall provide written notification regarding textbook and course material selection to the department chair no later than seven calendar days prior to the date established on the university calendar of operations as the textbook order due date. This date shall be on or

before the first day of class registration for the term.

- (c) A faculty member's failure to provide textbook information pursuant to this policy shall result in a default to the same textbook (including the same edition) and course materials previously utilized by the faculty member in that course, if available; or if not available, equivalent textbook and/or course material to be used for the upcoming academic term shall be selected in consultation with the faculty member.

(2) Cost.

- (a) Cost should be an important consideration when selecting textbooks and other course materials that students are required to purchase. Faculty should consider whether the cost of their adopted textbooks and other materials is suitable for their discipline and the course subject. When textbooks and other materials are markedly different in cost, but are comparable in content and quality, the university recommends that faculty select the less costly option.
- (b) The university recommends that faculty select open educational resources when they are appropriate for the faculty members' discipline and course content. Faculty need to notify the bookstore of open education resources on or before the first day of class registration for the term. Open educational resources are freely accessible, openly licensed text, media and digital assets, which include, but are not limited to, college textbooks and online supplements.

- (3) Faculty recognize that self-authored materials shall be used pursuant to university policy, rule 3356-7-01 of the Administrative Code, "Conflicts of interest and conflicts of commitment."

3356-10-23 Textbook selection policy.

Responsible Division/Office: Office of Academic Affairs
Responsible Officer: Provost and Vice President for Academic Affairs
Revision History: December 2019; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: ~~December 5, 2019~~ March 3, 2022
Next Review: ~~2024~~ 2027

- (A) Policy statement. Youngstown state university (“university”) is committed to providing affordable high quality educational access for students. Affordable high quality educational access includes minimizing the cost of textbooks and instructional materials while correspondingly ensuring instructional quality and the academic freedom of faculty to select textbooks and instructional materials.
- (B) Purpose. To comply with section 3345.025 of the Revised Code, ~~and~~ the Higher Education Opportunity Act of 1965, as amended, and House Bill 110 to assist students in the timely procurement of materials, and to ensure instructional quality.
- (C) Parameters.
- (1) Textbook and course materials selection.
- (a) A faculty member may select the textbook(s) and instructional materials to be used in his/her courses unless the faculty member teaches a multi-section or sequential course; in ~~which~~ case, the department faculty who are involved in teaching the course(s) shall provide for textbook selection. In multiple sections of sequential courses that are also prerequisites to advanced courses in the sequence, uniform texts will be selected.
- (b) Faculty members shall provide written notification regarding textbook and course material selection to the department chair no later than seven calendar days prior to the date established on the university calendar of operations as the textbook order due date. This date shall be on or

before the first day of class registration for the term.

- (c) A faculty member's failure to provide textbook information pursuant to this policy shall result in a default to the same textbook (including the same edition) and course materials previously utilized by the faculty member in that course, if available; or if not available, equivalent textbook and/or course material to be used for the upcoming academic term shall be selected in consultation with the faculty member.

(2) Cost.

- (a) Cost should be an important consideration when selecting textbooks and other course materials that students are required to purchase. Faculty should consider whether the cost of their adopted textbooks and other materials is suitable for their discipline and the course subject. When textbooks and other materials are markedly different in cost, but are comparable in content and quality, the university recommends that faculty select the less costly option.
- (b) The university recommends that faculty select open ~~access textbooks and materials~~ educational resources when they are appropriate for the faculty members' discipline and course content: Faculty need to notify the bookstore of open education resources on or before the first day of class registration for the term.- Open educational resources are freely accessible, openly licensed text, media and digital assets, which include, but are not limited to, college textbooks and online supplements.

- (3) Faculty recognize that self-authored materials shall be used pursuant to university policy, rule 3356-7-01 of the Administrative Code, "Conflicts of interest and conflicts of commitment."



**RESOLUTION TO MODIFY ADMISSION, RETENTION,
AND GRADUATION STANDARDS POLICY, 3356-10-06**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Admission, Retention, and Graduation Standards policy has been reviewed and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Admission, Retention, and Graduation Standards, policy number 3356-10-06, shown as Exhibit __ attached hereto. A copy of the policy indicating changes to be made is also attached.

3356-10-06 Admission, retention, and graduation standards.

Responsible Division/Office: Office of Academic Affairs
Responsible Officer: Provost and VP for Academic Affairs
Revision History: march 1998; March 2007; March 2011;
December 2016; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: March 3, 2022 (no changes)
Next Review: 2026

- (A) Policy statement. The university shall establish appropriate rules and regulations governing the requirements for admission to, retention in, and graduation from the university.
- (B) Procedures.
- (1) Undergraduate standards for admission, retention, and graduation are made by the academic senate in accordance with its charter and bylaws.
 - (2) Graduate student admission, retention, and graduation standards are made by the graduate council in accordance with the “School of Graduate Studies and Research Academic Policy Book.”
 - (3) Requirements for admission, retention, and graduation from specific curricula may be set by schools and departments and may be more selective than university requirements. Such recommendations are subject to review and approval by the appropriate dean, provost/vice president for academic affairs, and president.
 - (4) Changes in university standards for admission, retention, and graduation are reported to the academic and student affairs committee of the board of trustees.
 - (5) Academic standards can be found in the current editions of the “Undergraduate Bulletin” and the “Graduate Bulletin.”

3356-10-06 Admission, retention, and graduation standards.

Responsible Division/Office: ~~Office of the Provost~~[Office of Academic Affairs](#)
Responsible Officer: Provost and VP for Academic Affairs
Revision History: march 1998; March 2007; March 2011;
December 2016; [March 2022](#)
Board Committee: Academic [Excellence](#) and Student [Affairs](#)[Success](#)
Effective Date: ~~December 1, 2016~~[March 3, 2022](#) (no changes)
Next Review: 2026+

- (A) Policy statement. The university shall establish appropriate rules and regulations governing the requirements for admission to, retention in, and graduation from the university.
- (B) Procedures.
- (1) Undergraduate standards for admission, retention, and graduation are made by the academic senate in accordance with its charter and bylaws.
 - (2) Graduate student admission, retention, and graduation standards are made by the graduate council in accordance with the “School of Graduate Studies and Research Academic Policy Book.”
 - (3) Requirements for admission, retention, and graduation from specific curricula may be set by schools and departments and may be more selective than university requirements. Such recommendations are subject to review and approval by the appropriate dean, provost/vice president for academic affairs, and president.
 - (4) Changes in university standards for admission, retention, and graduation are reported to the academic and student affairs committee of the board of trustees.
 - (5) Academic standards can be found in the current editions of the “Undergraduate Bulletin” and the “Graduate Bulletin.”



**YOUNGSTOWN
STATE
UNIVERSITY**

Explanation of Modifications to University Policy:

3356-10-16 Research misconduct.

The policy was reviewed pursuant to the five-year review cycle, updated and modified in accordance with 42 C.F.R. 93, Public Health Service Policies on Research Misconduct, U.S. Department of Health and Human Services, and 45 C.F.R. 689, National Science Foundation, Misconduct in Science and Engineering Research. The format was updated to align with university policy 3356-1-09 Development and issuance of university policies.

**Board of Trustees Meeting
March 3, 2022
YR 2022**



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO MODIFY
RESEARCH MISCONDUCT POLICY, 3356-10-16**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Research Misconduct policy has been reviewed and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Research Misconduct, policy number 3356-10-16, shown as Exhibit __ attached hereto. A copy of the policy indicating changes to be made is also attached.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

3356-10-16 Research misconduct.

Responsible Division/Office: Office of Research Services
Responsible Officer: Provost and Vice President for Academic Affairs
Revision History: 1990; 2000; 2006; December 2010;
December 2016; March 2022
Board Committee: Academic Excellence and Student Success
Effective Date: March 3, 2022
Next Review: 2027

- (A) Policy statement. Among the basic principles of Youngstown state university (university) are the pursuit of truth and the responsible exercise of academic freedom. From these principles derive such ideals and values as the freedom and openness of inquiry, academic honesty, and integrity in scholarship and teaching. The university affirms and honors the preservation, growth, and flourishing of these values throughout all its activities, including teaching and learning, research, scholarly inquiry, and creative scholarly endeavor. Accordingly, research misconduct is adverse to the concept of academic freedom and its responsible exercise. It is from this background that the board of trustees implements this policy for handling allegations of misconduct in research.
- (B) Purpose. To address alleged or apparent misconduct in research and in scholarly and creative activities, irrespective of funding source.
- (C) Scope. This policy applies to all individuals involved in research and in scholarly and creative activities, including university faculty, staff, scientists, technicians, students, volunteers, visiting researchers or collaborators engaged in research, or individuals working under an independent contract for services, and paid by, under the control of or affiliated with the university at the time of misconduct.
- (D) Definitions (for purposes of this policy).
- (1) Definitions used in this policy shall conform to those cited in 42 C.F.R. 93 (public health service policies on research misconduct, department of health and human services) and in 45 C.F.R. 689

(national science foundation, misconduct in science and engineering research):

- (a) “Allegation.” Any written or oral statement or other indication of possible research misconduct to an institutional officer that triggers the procedures described in this policy.
- (b) “Complainant.” A person who in good faith makes an allegation of research misconduct.
- (c) “Conflict of Interest.” The real or apparent interference of a person’s interest with the interests of another, where potential bias may occur due to prior or existing financial, personal or professional relationships.
- (d) “Deciding official (DO).” The DO is the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. The DO will not be the same individual as the research integrity officer and should have no direct prior involvement in the institution’s allegation, inquiry or investigation assessment. Normally, the provost is the DO at the university. If the provost has a conflict of interest or is otherwise unable to fulfill this role, the president shall appoint the DO.
- (e) “Fabrication.” Making up data or results and recording or reporting them.
- (f) “Falsification.” Manipulating research materials, equipment or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.
- (f) “Good Faith Allegation.” Allegations of research misconduct made by a complainant who honestly believes that research misconduct occurred based on the information known at the time.
- (g) “Inquiry.” Preliminary information gathering and fact-finding to determine whether an allegation or apparent

instance of misconduct warrants an investigation.

- (h) “Investigation.” The collection and review of all relevant evidence of the alleged research misconduct, including but not limited to research records, documentation, interviews of those involved and knowledge about the activities under investigation to determine if research misconduct occurred and to recommend appropriate corrective actions.
- (i) “National Science Foundation Office of Inspector General (NSF OIG).” The office within NSF that oversees investigations of research misconduct and conducts NSF inquiries or investigations into these allegations.
- (j) “Office of Research Integrity (ORI).” The office overseeing and directing public health service research integrity activities on behalf of the Secretary of Health and Human Services. This includes oversight of research misconduct inquiries and investigations as well as institutional compliance.
- (k) “Plagiarism.” The appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.
- (l) “Preponderance of evidence.” Proof by information that compared with that opposing it, leads to the conclusion that the fact at issue is more likely true than not.
- (m) “Research integrity officer (RIO).” The institutional official responsible for assessing allegations of research misconduct and determining when such allegations warrant inquiries, overseeing inquiries and investigations; and other responsibilities described in this policy. The DO appoints the RIO. Normally, the director of research services will serve as the RIO of the university.
- (n) “Research misconduct.” Fabrication, falsification, plagiarism in proposing, performing or reviewing research, or in reporting research results.
- (o) “Research record.” The record of data or results that

embody the information resulting from research as well as the record of methods and analysis that led to those data or results, including but not limited to proposal or contract applications, funded or unfunded grants or contracts, progress and other reports, lab notebooks, notes, correspondence, videos, photographs, X-ray files, equipment use logs, biological materials, laboratory procurement records, animal facility records, human and animal subjects protocols, medical charts, patient research files, abstracts, theses, oral presentations, computer files, codes and printouts, manuscripts and publications, musical scores and composition, and choreography.

- (p) “Respondent.” The person against whom an allegation of research misconduct is made or who is the subject of the research misconduct proceeding.
 - (q) “Retaliation.” An adverse action taken against an individual in response to a good faith allegation of research misconduct or good faith cooperation with research misconduct proceedings of the university
- (2) Nothing in these definitions shall be deemed to include honest error or differences in opinion as research misconduct.

(E) Guidelines.

- (1) Responsibility to report Research Misconduct.
Any person, upon observing or having evidence of suspected research misconduct or believing specific actions, activities, or conduct constitutes research misconduct, as defined in this policy, may make an allegation. Such persons contemplating an allegation are encouraged to first discuss the allegation in confidence with the RIO, who will advise the person(s) about the procedures to be followed under this policy.
- (a) If an allegation of research misconduct is made to an institutional official other than the RIO, details of the substance of the allegation will be immediately transmitted to the RIO in writing.
 - (b) If the allegation is against the RIO or there is an apparent or

actual conflict of interest, the DO will appoint a substitute RIO to act as the RIO in implementing this policy.

- (2) This policy applies to allegations of research misconduct within six years of the date the university, oversight agency or funding entity receives an allegation of research misconduct (42 C.F.R. 93.105). Exceptions include:
 - (a) the respondent(s) continues or renews any incident of alleged research misconduct that happened before the six-year limitation through the citation, republication or other use of research record(s) that is alleged to have been fabricated, falsified or plagiarized for the benefit of the respondent(s).
 - (b) the university determined that the alleged research misconduct may have a substantial adverse effect on the health or safety of the public.
- (3) A finding of research misconduct under this policy requires that:
 - (a) There be a significant departure from accepted practices of the relevant research community; and
 - (b) The misconduct be committed intentionally, knowingly, or recklessly; and
 - (c) The allegation be proven by a preponderance of the evidence.
- (4) Cooperation with research misconduct proceedings.
 - (a) Respondent(s), complainant(s) and witness(es) are responsible to fully cooperate with the RIO and other university officials in the review of allegations and in the conduct of inquiries and investigations of research misconduct. These individuals are obligated to provide evidence relevant to the research misconduct proceedings to the RIO, the inquiry and investigation committees, other university officials and any appropriate oversight agency or funding entity.

- (b) Failure to cooperate with research misconduct proceedings constitutes grounds for disciplinary proceedings against students, faculty and staff under the student code of conduct, applicable collective bargaining agreements, or office of human resources disciplinary proceedings. Failure to cooperate constitutes grounds for termination of a volunteer's agreement with the university.
 - (c) If third parties and other non-university personnel refuse to cooperate in research misconduct proceedings upon request, their refusal may constitute grounds for termination of their affiliation with the university.
- (5) Confidentiality.
 - (a) The RIO will limit the disclosure of the identity of respondent(s) and complainant(s), if known, and any records of evidence from which research subjects might be identified, to individuals who need to know in order to carry out a thorough, competent, objective and fair research misconduct proceeding and except as required under certain circumstances, including but not limited to by law, the oversight agency, the rules of the contract or award with the funding entity, the need to inform the research community to protect the research integrity or the human subjects involved, or as part of a corrective action.
 - (b) Except as otherwise required by this policy or by federal, state, or local law or regulation, it is a violation of this policy for any member of the faculty, professional administrative staff or classified staff, an individual providing services pursuant to an independent contract, or a member of the student body to violate the confidentiality of a proceeding under this policy.
 - (c) The RIO, in consultation with the DO, may in their discretion consult with experts outside the university community for proper conduct of the review and proceedings and inform other institutional personnel and officials responsible for oversight of the respondent's research activities and institutional response or corrective

actions.

(6) Protections.

- (a) The university will not tolerate retaliation in any way against complainants, respondents, witnesses, or committee members participating in a research misconduct proceeding. Any alleged or apparent retaliation from other university members against these individuals should be reported immediately to the RIO, who will review and make all reasonable and practical attempts needed to protect or restore the position and reputation of the person whom the retaliation is against. Retaliation by university members will be grounds for university disciplinary procedures.
- (b) The RIO and other institutional officials will make all reasonable and practical attempts to protect or restore the reputation of persons alleged to have engaged in research misconduct, but against whom no finding of research misconduct or any other violation is made. The university may, to the extent possible, work with the respondent(s) to rectify the reputation of the respondent(s), including providing a letter stating that there were no findings of research misconduct.

(7) Notifications of oversight agencies and funding entities.

- (a) The RIO will make notifications to oversight agencies and funding entities, including but not limited to ORI and the NSF OIG, when allegations of research misconduct relate to sponsored research, on or before the start of the investigation and at the conclusion of the investigation.
- (b) The RIO will immediately notify the appropriate oversight agency if there is reason to believe that any of the following conditions exist:
 - (i) The health or safety of the public is at risk, including an immediate need to protect human or animal subjects;

- (ii) Federal resources or interests are threatened;
 - (iii) Research activities should be suspended;
 - (iv) There is indication of possible violations of civil or criminal law;
 - (v) Federal action is required to protect the interests of those involved in the research misconduct proceeding;
 - (vi) The research misconduct proceeding may be made public prematurely and agency action may be necessary to safeguard evidence and protect the rights of those involved; or
 - (vii) The research community or public should be informed, as determined by the institution or appropriate oversight agency or funding entity.
- (F) Resolutions and corrective action.
- (1) Interim institutional administrative actions.
 - (a) The RIO will review the circumstances throughout the research misconduct proceedings to determine if there is any threat of harm to public health, federal funds and equipment, or the integrity of externally supported research.
 - (b) If such a threat exists, the RIO will, in consultation with the DO, other institutional officials and the relevant oversight agency, take appropriate interim action to protect against any such threat. This may include, but is not limited to:
 - (i) additional monitoring of the research activities and the handling of external funds and equipment;
 - (ii) reassignment of personnel or of the responsibility for the handling of external funds and equipment; or

(iii) additional review of research data and results or delaying publication.

(2) Admissions and Resolutions.

The respondent(s) should be given the opportunity to admit that research misconduct occurred and that the respondent(s) committed research misconduct, at any phase of the proceedings under this policy. The RIO will acquire a written admission describing the specifics of the research misconduct. The DO, in consultation with the RIO, committee members and other university officials may terminate the proceedings when an allegation has been admitted and all relevant issues are resolved, and further determine corrective actions. The RIO will notify the relevant oversight agency or funding entity. A resolution may be reached when the oversight agency agrees with terminating the research misconduct proceedings and approves the proposed resolution.

(3) Institutional corrective actions.

- (a) If the DO determines the presence of research misconduct, the DO will decide on the appropriate corrective actions to be taken, after consultation with the RIO and other university officials.
- (b) Appropriate corrective actions may include, but are not limited to:
- (i) a letter of reprimand;
 - (ii) special monitoring of respondent(s) of future work;
 - (iii) removal of respondent(s) from the particular project;
 - (iv) termination of the active award;
 - (v) restitution of funds from the agency;
 - (vi) correction or withdrawal of all pending or published abstracts, manuscripts, publications and grant

applications originating from research where misconduct was determined (42 C.F.R. 93.313);

- (vii) disciplinary actions for faculty, staff or students, in accordance with the applicable collective bargaining agreement, disciplinary proceedings established by the office of human resources, or the student code of conduct (university policy 3356-8-01.1 “The Student Code of Conduct” (rule 3356-8-01.1 of the Administrative Code); or
- (viii) termination of an individual’s volunteer agreement with the university.

(G) Procedures.

- (1) The Office of Research Services is charged with developing procedures to implement this policy.
- (2) Procedures and other information concerning research misconduct, including regulations, charges of committees and outlines for inquiry and investigation reports are available in the office of research services and “PI handbook” at <https://ysu.edu/office-research-services>.

3356-10-16 Research misconduct.

~~Previous Policy Number: 1016.01~~

Responsible Division/Office: Office of Research Services

Responsible Officer: Provost and Vice President for Academic Affairs

Revision History: 1990; 2000; 2006; December 2010;
December 2016; March 2022

Board Committee: Academic Excellence and Student AffairsSuccess

Effective Date: ~~December 1, 2016~~ March 3, 2022

Next Review: ~~2024~~ 2027

- (A) Policy statement. Among the basic principles of Youngstown state university (university) are the pursuit of truth and the responsible exercise of academic freedom. From these principles derive such ideals and values as the freedom and openness of inquiry, academic honesty, and integrity in scholarship and teaching. The university affirms and honors the preservation, growth, and flourishing of these values throughout all its activities, including teaching and learning, research, scholarly inquiry, and creative scholarly endeavor. Accordingly, research misconduct is adverse to the concept of academic freedom and its responsible exercise. It is from this background that the board of trustees implements this policy for handling allegations of misconduct in research. ~~This policy will be applied to all externally funded grants or sponsored programs at YSU.~~
- (B) Purpose. To address ~~allegations of misconduct in research~~ alleged or apparent misconduct in research and in scholarly and creative activities, irrespective of funding source.
- (C) Scope. This policy ~~will be applied to all misconduct alleged to have occurred in externally funded grants or sponsored programs at the university~~ applies to all individuals involved in research and in scholarly and creative activities, including university faculty, staff, scientists, technicians, students, volunteers, visiting researchers or collaborators engaged in research, or individuals working under an independent contract for services, and paid by, under the control of or affiliated with the university at the time of misconduct.
- (D) Definitions (for purposes of this policy).

- (1) Definitions used in this policy shall conform to those cited in 42 C.F.R. 93 (public health service policies on research misconduct, department of health and human services) and in 45 C.F.R. 689 (national science foundation, misconduct in science and engineering research):
- (a) “Allegation.” Any written or oral statement or other indication of possible research misconduct to an institutional officer that triggers the procedures described in this policy.
 - (b) “Complainant.” A person who in good faith makes an allegation of research misconduct.
 - (c) “Conflict of Interest.” The real or apparent interference of a person’s interest with the interests of another, where potential bias may occur due to prior or existing financial, personal or professional relationships.
 - (d) “Deciding official (DO).” The DO is the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. The DO will not be the same individual as the research integrity officer and should have no direct prior involvement in the institution’s allegation, inquiry or investigation assessment. Normally, the provost is the DO at the university. If the provost has a conflict of interest or is otherwise unable to fulfill this role, the president shall appoint the DO.
 - (e) “Fabrication.” Making up data or results and recording or reporting them.
 - (f) “Falsification.” Manipulating research materials, equipment or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.
 - (f) “Good Faith Allegation.” Allegations of research misconduct made by a complainant who honestly believes that research misconduct occurred based on the

information known at the time.

- (g) “Inquiry.” Preliminary information gathering and fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.
- (h) “Investigation.” The collection and review of all relevant evidence of the alleged research misconduct, including but not limited to research records, documentation, interviews of those involved and knowledge about the activities under investigation to determine if research misconduct occurred and to recommend appropriate corrective actions.
- (i) “National Science Foundation Office of Inspector General (NSF OIG).” The office within NSF that oversees investigations of research misconduct and conducts NSF inquiries or investigations into these allegations.
- (j) “Office of Research Integrity (ORI).” The office overseeing and directing public health service research integrity activities on behalf of the Secretary of Health and Human Services. This includes oversight of research misconduct inquiries and investigations as well as institutional compliance.
- (k) “Plagiarism.” The appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.
- (l) “Preponderance of evidence.” Proof by information that compared with that opposing it, leads to the conclusion that the fact at issue is more likely true than not.
- (m) “Research integrity officer (RIO).” The institutional official responsible for assessing allegations of research misconduct and determining when such allegations warrant inquiries, overseeing inquiries and investigations; and other responsibilities described in this policy. The DO appoints the RIO. Normally, the director of research services will serve as the RIO of the university.
- (n) “Research misconduct.” Fabrication, falsification,

plagiarism in proposing, performing or reviewing research, or in reporting research results.

- (o) “Research record.” The record of data or results that embody the information resulting from research as well as the record of methods and analysis that led to those data or results, including but not limited to proposal or contract applications, funded or unfunded grants or contracts, progress and other reports, lab notebooks, notes, correspondence, videos, photographs, X-ray files, equipment use logs, biological materials, laboratory procurement records, animal facility records, human and animal subjects protocols, medical charts, patient research files, abstracts, theses, oral presentations, computer files, codes and printouts, manuscripts and publications, musical scores and composition, and choreography.
- (p) “Respondent.” The person against whom an allegation of research misconduct is made or who is the subject of the research misconduct proceeding.
- (q) “Retaliation.” An adverse action taken against an individual in response to a good faith allegation of research misconduct or good faith cooperation with research misconduct proceedings of the university
- ~~(a) “Research misconduct.” Fabrication, falsification, plagiarism in proposing, performing or reviewing research, or in reporting research results.~~
- ~~(b) “Fabrication.” Making up data or results and recording or reporting them.~~
- ~~(c) “Falsification.” Manipulating research materials, equipment or processes, or changing or omitting data or results such that the research is not accurately represented by the research record.~~
- ~~(d) “Plagiarism.” The appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.~~

- ~~(e) — “Complainant.” A person who is good faith makes an allegation of research misconduct.~~
- ~~(f) — “Respondent.” The person against whom an allegation of research misconduct is made or who is the subject of the research misconduct proceeding.~~
- ~~(g) — “Research integrity officer (RIO).” The associate vice president for research. The RIO means the institutional official responsible for:

 - ~~(i) — Assessing allegations of research misconduct to determine whether they fall within the definition of research misconduct, are covered by 42 C.F.R. 93, and warrant an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified;~~
 - ~~— (ii) — Overseeing inquiries and investigations; and~~
 - ~~— (iii) — The other responsibilities described in this policy.~~~~
- ~~(h) — “Deciding official (DO).” The appropriate principal administrative officer in which division of the university the respondent holds appointment. The DO is the institutional official who makes final determinations on allegations of research misconduct and any institutional administrative actions. The deciding official will not be the same individual as the research integrity officer and should have no direct prior involvement in the institution’s inquiry, investigation, or allegation assessment.~~

- (2) Nothing in these definitions shall be deemed to include honest error or differences in opinion as research misconduct.

(E) Regulations/Guidelines.

- (1) -Responsibility to report Research Misconduct.
Any person, upon observing or having evidence of suspected research misconduct or believing specific actions, activities, or conduct constitutes research misconduct, as defined in this policy,

may make an allegation. Such persons contemplating an allegation are encouraged to first discuss the allegation in confidence with the RIO, who will advise the person(s) about the procedures to be followed under this policy.

(a) If an allegation of research misconduct is made to an institutional official other than the RIO, details of the substance of the allegation will be immediately transmitted to the RIO in writing.

(b) If the allegation is against the RIO or there is an apparent or actual conflict of interest, the DO will appoint a substitute RIO to act as the RIO in implementing this policy.

(2) This policy applies to allegations of research misconduct within six years of the date the university, oversight agency or funding entity receives an allegation of research misconduct (42 C.F.R. 93.105). Exceptions include:

(a) the respondent(s) continues or renews any incident of alleged research misconduct that happened before the six-year limitation through the citation, republication or other use of research record(s) that is alleged to have been fabricated, falsified or plagiarized for the benefit of the respondent(s).

(b) the university determined that the alleged research misconduct may have a substantial adverse effect on the health or safety of the public.

(3) A finding of research misconduct under this policy requires that:

(a) There be a significant departure from accepted practices of the relevant research community; and

(b) The misconduct be committed intentionally, knowingly, or recklessly; and

(c) The allegation be proven by a preponderance of the evidence.

(4) Cooperation with research misconduct proceedings.

- (a) Respondent(s), complainant(s) and witness(es) are responsible to fully cooperate with the RIO and other university officials in the review of allegations and in the conduct of inquiries and investigations of research misconduct. These individuals are obligated to provide evidence relevant to the research misconduct proceedings to the RIO, the inquiry and investigation committees, other university officials and any appropriate oversight agency or funding entity.
- (b) Failure to cooperate with research misconduct proceedings constitutes grounds for disciplinary proceedings against students, faculty and staff under the student code of conduct, applicable collective bargaining agreements, or office of human resources disciplinary proceedings. Failure to cooperate constitutes grounds for termination of a volunteer's agreement with the university.
- (c) If third parties and other non-university personnel refuse to cooperate in research misconduct proceedings upon request, their refusal may constitute grounds for termination of their affiliation with the university.

(5) Confidentiality.

- (a) The RIO will limit the disclosure of the identity of respondent(s) and complainant(s), if known, and any records of evidence from which research subjects might be identified, to individuals who need to know in order to carry out a thorough, competent, objective and fair research misconduct proceeding and except as required under certain circumstances, including but not limited to by law, the oversight agency, the rules of the contract or award with the funding entity, the need to inform the research community to protect the research integrity or the human subjects involved, or as part of a corrective action.
- (b) Except as otherwise required by this policy or by federal, state, or local law or regulation, it is a violation of this policy for any member of the faculty, professional administrative staff or classified staff, an individual

_____ providing services pursuant to an independent contract, or a member of the student body to violate the confidentiality of a proceeding under this policy.

(c) The RIO, in consultation with the DO, may in their discretion consult with experts outside the university community for proper conduct of the review and proceedings and inform other institutional personnel and officials responsible for oversight of the respondent's research activities and institutional response or corrective actions.

(6) Protections.

(a) The university will not tolerate retaliation in any way against complainants, respondents, witnesses, or committee members participating in a research misconduct proceeding. Any alleged or apparent retaliation from other university members against these individuals should be reported immediately to the RIO, who will review and make all reasonable and practical attempts needed to protect or restore the position and reputation of the person whom the retaliation is against. Retaliation by university members will be grounds for university disciplinary procedures.

(b) The RIO and other institutional officials will make all reasonable and practical attempts to protect or restore the reputation of persons alleged to have engaged in research misconduct, but against whom no finding of research misconduct or any other violation is made. The university may, to the extent possible, work with the respondent(s) to rectify the reputation of the respondent(s), including providing a letter stating that there were no findings of research misconduct.

(7) Notifications of oversight agencies and funding entities.

(a) The RIO will make notifications to oversight agencies and funding entities, including but not limited to ORI and the NSF OIG, when allegations of research misconduct relate

to sponsored research, on or before the start of the investigation and at the conclusion of the investigation.

(b) The RIO will immediately notify the appropriate oversight agency if there is reason to believe that any of the following conditions exist:

(i) The health or safety of the public is at risk, including an immediate need to protect human or animal subjects;

(ii) Federal resources or interests are threatened;

(iii) Research activities should be suspended;

(iv) There is indication of possible violations of civil or criminal law;

(v) Federal action is required to protect the interests of those involved in the research misconduct proceeding;

(vi) The research misconduct proceeding may be made public prematurely and agency action may be necessary to safeguard evidence and protect the rights of those involved; or

(vii) The research community or public should be informed, as determined by the institution or appropriate oversight agency or funding entity.

(F) Resolutions and corrective action.

(1) Interim institutional administrative actions.

(a) The RIO will review the circumstances throughout the research misconduct proceedings to determine if there is any threat of harm to public health, federal funds and equipment, or the integrity of externally supported research.

(b) If such a threat exists, the RIO will, in consultation with the DO, other institutional officials and the relevant oversight agency, take appropriate interim action to protect against any such threat. This may include, but is not limited to:

(i) additional monitoring of the research activities and the handling of external funds and equipment;

(ii) reassignment of personnel or of the responsibility for the handling of external funds and equipment; or

(iii) additional review of research data and results or delaying publication.

(2) Admissions and Resolutions.

The respondent(s) should be given the opportunity to admit that research misconduct occurred and that the respondent(s) committed research misconduct, at any phase of the proceedings under this policy. The RIO will acquire a written admission describing the specifics of the research misconduct. The DO, in consultation with the RIO, committee members and other university officials may terminate the proceedings when an allegation has been admitted and all relevant issues are resolved, and further determine corrective actions. The RIO will notify the relevant oversight agency or funding entity. A resolution may be reached when the oversight agency agrees with terminating the research misconduct proceedings and approves the proposed resolution.

(3) Institutional corrective actions.

(a) If the DO determines the presence of research misconduct, the DO will decide on the appropriate corrective actions to be taken, after consultation with the RIO and other university officials.

(b) Appropriate corrective actions may include, but are not limited to:

(i) a letter of reprimand;

- (ii) special monitoring of respondent(s) of future work;
- (iii) removal of respondent(s) from the particular project;
- (iv) termination of the active award;
- (v) restitution of funds from the agency;
- (vi) correction or withdrawal of all pending or published abstracts, manuscripts, publications and grant applications originating from research where misconduct was determined (42 C.F.R. 93.313);
- (vii) disciplinary actions for faculty, staff or students, in accordance with the applicable collective bargaining agreement, disciplinary proceedings established by the office of human resources, or the student code of conduct (university policy 3356-8-01.1 “The Student Code of Conduct” (rule 3356-8-01.1 of the Administrative Code); or
- (viii) termination of an individual’s volunteer agreement with the university.

(G) Procedures.

- (1) The Office of Research Services is charged with developing procedures to implement this policy.
 - (2) Procedures and other information concerning research misconduct, including regulations, charges of committees and outlines for inquiry and investigation reports are available in the office of research services and “PI handbook” at <https://ysu.edu/office-research-services>.
- ~~(1) It is a violation of this policy for any member of the faculty, professional administrative staff, classified staff, an individual~~

~~working under an independent contract for services, or a student to engage in research misconduct, to retaliate against anyone making a good faith allegation of research misconduct, to obstruct the inquiry into or investigation of allegations of research misconduct, or to make other than in good faith allegations of research misconduct.~~

~~(2) Except as otherwise required by this policy or by federal, state, or local law or regulation, it is a violation of this policy for any member of the faculty, professional administrative staff or classified staff, an individual providing services pursuant to an independent contract, or a member of the student body to violate the confidentiality of a proceeding under this policy.~~

~~(3) A finding of research misconduct under this policy requires that:~~

~~(a) There be a significant departure from accepted practices of the relevant research community; and~~

~~(b) The misconduct be committed intentionally, knowingly, or recklessly; and~~

~~(c) The allegation be proven by a preponderance of the evidence.~~

~~(F) Procedures. Any person, upon observing or having evidence of suspected research misconduct or believing specific actions, activities, or conduct constitutes research misconduct, as defined in paragraph (D)(1)(a) of this policy, may make an allegation. Such person contemplating an allegation is encouraged to, first discuss the contemplated allegation in absolute confidence with the associate vice president for research, as the authorized institutional official for research, grants and sponsored programs, who will advise the person(s) about the procedures to be followed under this policy. The phases of process under this policy are divided into four areas: allegations, assessment and inquiry, investigation, and resolution.~~

~~(G) Allegations.~~

~~(1) An allegation of research misconduct may be brought through any means of communication. The disclosure may be by written or oral statement or other communication to an institutional official or, in the case of research funded by the U.S. department of health~~

~~and human services (“HHS”), to an HHS official, but it may not be anonymous. Anonymous allegations are by their nature made “not in good faith” under this policy.~~

- ~~(2) — If an allegation of research misconduct is made to an institutional official other than to the RIO, details of the substance of the allegation shall be transmitted to the RIO in writing within one working day. If the allegation is against the associate vice president for research, it shall be transmitted to the provost for disposition and the provost will appoint an individual to act for/as the RIO in implementing this policy.~~
- ~~(3) — If the associate vice president for research is in a conflict of interest situation, s/he shall be replaced in the proceedings by the appointment of a substitute RIO by the provost.~~

~~(H) — Assessment and inquiry.~~

- ~~(1) — The RIO will initially assess allegations of research misconduct to determine whether they fall within the definition of research misconduct, as covered by 42 C.F.R. 93, and warrant an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified. Only those allegations that meet each of these requirements will result in an inquiry. The RIO will inform the complainant if the allegation is insufficient to result in an inquiry.~~
- ~~(2) — Upon determination by the RIO that a formal allegation of research misconduct falls within the definition of research misconduct, is covered by 42 C.F.R. 93 or other federal agency guidelines, and warrants an inquiry on the basis that the allegation is sufficiently credible and specific so that potential evidence of research misconduct may be identified, the RIO will notify the person(s) against whom an allegation is made about the allegation.~~

~~(I) — Resolution.~~

- ~~(1) — Misconduct. Upon receiving a research misconduct investigation report from the RIO in which the allegation of misconduct is in whole or in part substantiated, the appropriate principal administrative officer (the DO) makes final determinations on allegations of research misconduct and any institutional~~

~~administrative actions and shall be responsible for initiating applicable disciplinary proceedings in accordance with board policy and/or provisions of an applicable collective bargaining agreement as appropriate. Appeal of disciplinary action is permitted in accordance with board policy and/or provisions of an applicable collective bargaining agreement as appropriate, but must be completed within one hundred twenty days of initiation of appeal in accordance with federal regulations.~~

~~(2) — Absence of misconduct. If the results of the inquiry and/or investigation reveal that allegations of misconduct are not supported, then any party making an allegation or against whom an allegation is made and previously notified about the possibility of misconduct or the need to conduct an investigation should be informed of those findings in writing. In announcing a finding that the allegations are not supported, the RIO should consult with the person(s) who were the subject of the allegations to determine:~~

~~(a) — Whether the announcement should be a public announcement; and~~

~~(b) — What organizations beyond those initially informed should receive the information about the findings of no misconduct as a means to restore, repair, or reassure the reputation of those involved.~~

~~(3) — The RIO should normally be guided by whether or not a public announcement will be helpful or cause further harm in restoring the reputations of those against whom the allegations were made and should give weight to their views in determining which additional organizations, if any, should be notified.~~

~~(J) — Notification to federal agencies:~~

~~(1) — The RIO shall immediately notify the cognizant federal funding agency and the office of research integrity if at any time during an inquiry or investigation conducted under this policy it is determined that any of the following conditions exist:~~

~~(a) — Health or safety of the public is at risk, including an immediate need to protect human or animal subjects;~~

- ~~(b) — Research activities should be suspended;~~
 - ~~(c) — Federal or department of health and human services resources or interests are threatened;~~
 - ~~(d) — There is an immediate need to protect the interests of those involved in the research misconduct proceedings;~~
 - ~~(e) — It is probable that the alleged incident is going to be reported publicly prematurely in order to protect the rights of those involved and to safeguard evidence;~~
 - ~~(f) — There is a reasonable indication of possible violations of civil or criminal law;~~
 - ~~(g) — The research community or public should be informed.~~
- ~~(2) — When alleged misconduct involves employees or students conducting research supported by federal agency sponsors, additional agency notification requirements apply as follows:~~
- ~~(a) — When on the basis of an inquiry it is determined that an investigation is warranted, the RIO shall notify the cognizant federal funding agency in writing on or before the date of investigation begins that an investigation is being commenced. The notification should inform the cognizant federal agency, at a minimum, of the name of the person(s) against whom the allegation(s) have been made, the general nature of the allegation(s), and the federal grant application(s) or award(s) involved.~~
 - ~~(b) — The RIO must submit the final report of an investigation to the cognizant federal funding agency if the investigation concerns research being supported by federal funds. This report to the cognizant federal agency must describe the policies and procedures under which the investigation was conducted, how and from whom information relevant to the investigation was obtained, the findings, and the basis for the findings. It must include the actual text or an accurate summary of the views of any individual(s) found to have engaged in misconduct as well as a description of any sanctions or corrective actions taken by the university.~~



**RESOLUTION TO AUTHORIZE
CONFERRAL OF HONORARY DEGREE**

BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the conferral of a Doctor of Science, honoris causa, upon William Kennedy, with all the rights and privileges attendant thereto.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

From: TSudkamp@highered.ohio.gov <TSudkamp@highered.ohio.gov>

Sent: Wednesday, January 26, 2022 1:41 PM

To: McQuade, Cindy <mcquade.2@osu.edu>

Cc: Bruce.Johnson@odrc.state.oh.us

Subject: Low enrollment/duplicate program reports

This message was sent securely using Zix®

Hi Cindy,

We are looking forward to meeting with the IUC Provosts and appreciate that you were able to schedule a time that accommodated the Chancellor's schedule. To provide some background for the meeting to share with the Provosts, I am enclosing the guidance that was provided in the 2017 review of low enrollment classes and duplicate programs. The ORC language requiring this reporting is:

Section 3345.35 | Course evaluation based on enrollment and duplication with other institutions.

Not later than December 31, 2017, and by the first day of September of every fifth year thereafter, the board of trustees of each state institution of higher education, as defined in section [3345.011](#) of the Revised Code, shall evaluate all courses and programs the institution offers based on enrollment and duplication of its courses and programs with those of other state institutions of higher education within a geographic region, as determined by the chancellor of higher education. For courses and programs with low enrollment, as defined by the chancellor, the board of trustees shall provide a summary of recommended actions, including consideration of collaboration with other state institutions of higher education. For duplicative programs, as defined by the chancellor, the board of trustees shall evaluate the benefits of collaboration with other institutions of higher education to deliver the program.

Each board of trustees shall submit its findings under this section to the chancellor not later than thirty days after the completion of the evaluations or as part of submitting the annual efficiency report required pursuant to section [3333.95](#) of the Revised Code.

Note, there have been changes in the requirements since the initial legislation:

- In 2017, the low enrollment and duplicate program reports were separate.
- In 2017, the low enrollment report required only institutional responses/actions for low enrollment courses. The law now requires recommended actions for both low enrollment courses and programs.

Thanks again for allowing us to join your meeting.

Tom

Dr. Thomas Sudkamp
Vice Chancellor for Academic Affairs
Ohio Department of Higher Education

COMPILATION FROM RESOLUTIONS BY THE YOUNGSTOWN STATE UNIVERSITY BOARD OF TRUSTEES RELATED TO CREATING A RENEWED STRATEGIC PLAN AND FROM THE RESULT OF THE PLANNING PROCESS: THE *PLAN FOR STRATEGIC ACTIONS TO TAKE CHARGE OF OUR FUTURE*

EDUCATION QUALITY AND EXPERIENCE

March, 2019

NOW THEREFORE, BE IT RESOLVED, that the following are to be focus areas of the next Board-endorsed Strategic Plan:

Increase educational quality with an emphasis on faculty professional development, faculty and administrative leadership diversity, innovative teaching and measurable learning outcomes that address high impact areas for student learning and experience, and a unique and transformative general education experience that has flexibility while not reducing academic integrity including meaningful experiences possibly linked to institutional learning outcomes, those of which employers nationally have indicated are needed in the work-place as well as creating educational experiences in including study abroad and learning about abroad, and experiential learning opportunities that develop an informed citizenry that is engaged in their work and community the result of which is also related to job placement and a successful career, including assisting students from diverse backgrounds to be academically successful via access to intentional and purposeful systems of support;

September, 2019

WHEREAS, the ultimate objective of a Strategic Action Plan must focus on investing in academic excellence and student success, as noted in previous Resolutions and reiterated here in part, to:

- Support **educational quality** by providing support for teaching and learning to optimize the quality of instruction in all courses, with an emphasis on gateway courses and the adoption of technology to improve student success;
- Assure that the **educational quality** improvement strategy is integrated with the student experience and through applied scholarship that connects to the community in mutually beneficial ways;

And from the student success perspective, assure the development of:

- Robust internships, career-related and relevant service-learning and experiential experiences, and on-going lifelong learning support that becomes a distinctive attribute of a YSU **educational experience**; and

WHEREAS, the academic program effectiveness and advancement process should be predicated upon collaboratively developed clear and known principles, procedures, feedback loops and communication strategies that build on existing foundational strengths as well as a context for a clear and strong linkage between **educational experience** and employability.

NOW, THEREFORE, BE IT RESOLVED, this resolution, those before it and those yet to come, continue to focus our institutional energies to optimize student success as a student- focused campus, the basis upon which rests strong educational experiences that sustain the university because of the attractiveness and unique aspects of that **educational experience**.

GENERAL EDUCATION

December, 2018

WHEREAS, the planning process will be informed by a rigorous assessment of important facets and factors influencing higher education and creating opportunities for YSU including amongst others, enrollment, redesigned student success support structures, inclusive excellence, diversity, and equity, **a revitalized general education curriculum**, and financial integrity, stability and sustainability; and

March, 2019

NOW THEREFORE, BE IT RESOLVED, that the following are to be focus areas of the next Board-endorsed Strategic Plan:

Increase educational quality with an emphasis on faculty professional development, faculty and administrative leadership diversity, innovative teaching and measurable learning outcomes that address high impact areas for student learning and experience, and a unique and **transformative general education experience** that has flexibility while not reducing academic integrity including meaningful experiences possibly linked to institutional learning outcomes, those of which employers nationally have indicated are needed in the work-place as well as creating educational experiences in including study abroad and learning about abroad, and

experiential learning opportunities that develop an informed citizenry that is engaged in their work and community the result of which is also related to job placement and a successful career, including assisting students from diverse backgrounds to be academically successful via access to intentional and purposeful systems of support;

June, 2019

PLAN FOR STRATEGIC ACTIONS TO TAKE CHARGE OF OUR FUTURE

GOAL: ESTABLISH UNIVERSAL LEARNING OUTCOMES TO ENHANCE THE VALUE OF A YSU DEGREE

Strategy: Develop a plan to integrate diversity, equity, and inclusion throughout the university, including in purchasing, hiring, and in the curriculum

Strategy: **Revise General Education Requirements** to reflect the learning outcomes approved by Academic Senate

October, 2021

NOW THEREFORE, BE IT RESOLVED that in consideration of the 14TH-day Enrollment Report for Fall 2021, the trend for decreasing enrollment in previous years and potentially, without significant successful actions to reduce the decline, similar or worse enrollment declines in future years, and because enrollment is related to the academic portfolio both of which directly influence sustainable prosperity of Youngstown State University, this Board of Trustees expects the following:

The academic priorities are aligned with achieving distinction such as:

- the emergence of clearly identified areas of intentional research distinction with the scholarship of teaching as a distinction; and
- **a redesigned transformative "general" educational experience** that has the potential to be a model of distinction to be implemented no later than fall 2023 including minimizing and preferably eliminating stranded credit hours

BADGES, CREDENTIALS, COMPETENCY-BASED EDUCATION, CERTIFICATION

March, 2019

NOW THEREFORE, BE IT RESOLVED, that the following are to be focus areas of the next

Board-endorsed Strategic Plan:

Attention to the enrollment of new students through academic program strength and improvement, new academic program development, including an online strategy, and consideration of **competency-based education and certifications**, in addition to strategic business and industry focused academic programming as well as a strategic YSU brand marketing and communication initiative that emphasizes academic quality and distinction, as well as increasing the numbers of underrepresented, international, and students from other areas of the State and Nation;

June, 2019

PLAN FOR STRATEGIC ACTIONS TO TAKE CHARGE OF OUR FUTURE

GOAL: DEVELOP A CULTURE OF ASSESSMENT THAT ENSURES THE QUALITY OF ACADEMIC PROGRAMS, MAJORS, MINORS, AND OTHER CREDENTIALS

Strategy: Complete program effectiveness and enhancement review including rubrics for recommendations regarding actionable outcomes

Strategy: Develop a mechanism to continually identify, assess, and implement new academic programs, **badges, credentials, certifications**, or coursework integration

LEARNING OUTCOMES

March, 2019

NOW THEREFORE, BE IT RESOLVED, that the following are to be focus areas of the next Board-endorsed Strategic Plan:

Increase educational quality with an emphasis on faculty professional development, faculty and administrative leadership diversity, innovative teaching and measurable learning outcomes that address high impact areas for student learning and experience, and a unique and transformative general education experience that has flexibility while not reducing academic integrity including meaningful experiences possibly linked to **institutional learning outcomes**, those of which employers nationally have indicated are needed in the work-place as well as creating educational experiences in including study abroad and learning about abroad, and experiential learning opportunities that develop an informed citizenry that is engaged in their work and community the result of which is also related to job placement and a successful career, including assisting students from diverse backgrounds to be academically successful via access to intentional and purposeful systems of support;

June, 2019

PLAN FOR STRATEGIC ACTIONS TO TAKE CHARGE OF OUR FUTURE

GOAL: ESTABLISH UNIVERSAL LEARNING OUTCOMES TO ENHANCE THE VALUE OF A YSU DEGREE

Strategy: Develop a plan to integrate diversity, equity, and inclusion throughout the university, including in purchasing, hiring, and in the curriculum

Strategy: Revise General Education Requirements to reflect the learning outcomes approved by Academic Senate

| HIGH LEVEL OVERVIEW: ACADEMIC PROGRAM EFFECTIVENESS AND ENHANCEMENT INITIATIVE (2021-2022) | |
|---|---|
| Program Economics | Mission Alignment |
| | February - OAA/Gray engagement with deans, chairs, and program faculty |
| | Familiarization with updated (2020-2021) mission, market and academic metrics and associated Dashboard ScoreCard; Curricular Efficiency is a concurrent initiative |
| | Update BOT on Academic Program Enhancement and Effectiveness Initiative |
| | March - chair engagement with faculty |
| | Colleges, departments and programs continue progress on achieving goals and strategies outlined in program Dashboard; assess new market and economics data in the context of an adjusted rating (grow+; grow; sustain; adjust) |
| | April - chair engagement with faculty |
| | Colleges, departments, programs assess progress on goals and strategies associated with the Dashboards and propose adjustments as warranted; <i>Program, chair, dean suggested rating associated with the Dashboard (grow+; grow; sustain; adjust)</i> |
| Mission Aligned; Economics Aware; Margin Sensitive | May - OAA Assessment and Feedback Given Anticipated Recommendations to the Board of Trustees |
| | Early May - Office of Academic Affairs (OAA) synthesis and clarification of information associated with APEEI including ratings and via deans/chairs, assure faculty understand the status of the process and their program as it relates to APEEI ratings |
| | Late May - OAA finalizes any outstanding issues related to APEEI and prepares for upcoming BOT meeting to report on APEEI during the academic year, particularly shifts in ratings and pointing out movement on University metrics as related to BOT Key Performance Indicators |
| | June - Board of Trustees |
| | OAA overview of APEEI progress and adjustments to program assessments as warranted |
| | On-going Continuous Improvement and BOT Engagement |

DRAFT: WORK IN PROGRESS; FOR DISCUSSION

ACADEMIC PROGRAM OPTIMIZATION AND FISCAL INTEGRITY STRATEGIES

An Institution of Opportunity: YSU Inspires Individuals; Enhances Futures; Enriches Lives

Mission Aligned: Markets Connected: Margin Smart

| | | | | | | | | | |
|-----------|-----|------------------|-----|-------------|-----|-------------|-----|-----------|-----|
| Fall-2021 | | Winter-2021/2022 | | Spring-2022 | | Summer-2022 | | Fall-2022 | |
| September | BOT | December | BOT | March | BOT | June | BOT | September | BOT |

| | | | | |
|---|---|---|---|---|
| Academic Program Continuous Quality Improvement Process and Alignment with Goals and Strategies Implementing the Strategic Plan | | | | |
| APEEI | OAA-institigated College convenings to affirm implementing goals and strategies as outlined in Dashboard attributes | Systematic and sequential engagement with the departments and programs on updated markets and economics for 2020-2021 including an additional year of university metrics linked to the Board of Trustees Key Performance Indicators. This timeframe will include assuring alignment with goals and strategies associated with the Academic Program Dashboards that align with emerging College Dashboards to support implementing the Plan for Strategic Actions to Take Charge of Our Future. Included will also be overseeing the associated placements of programs as Grow+, Grow, Sustain or Adjust. This will include aligning progress on implementing the Plan with alignment of aggregating HLC information annually. | OAA-institigated College convenings to assess progress and make adjustments to improve Dashboard attributes | OAA/Colleges/Departments adjust goals and strategies specified in the Dashboard having consulted with faculty in Spring |
| Colleges/Departments/Programs support faculty to implement goals and strategies specified in the Dashboard to enhance the academic programs | | | | |

EFFICIENCY EFFECTIVENESS ENHANCEMENT OPTIMIZATION TRANSFORMATION

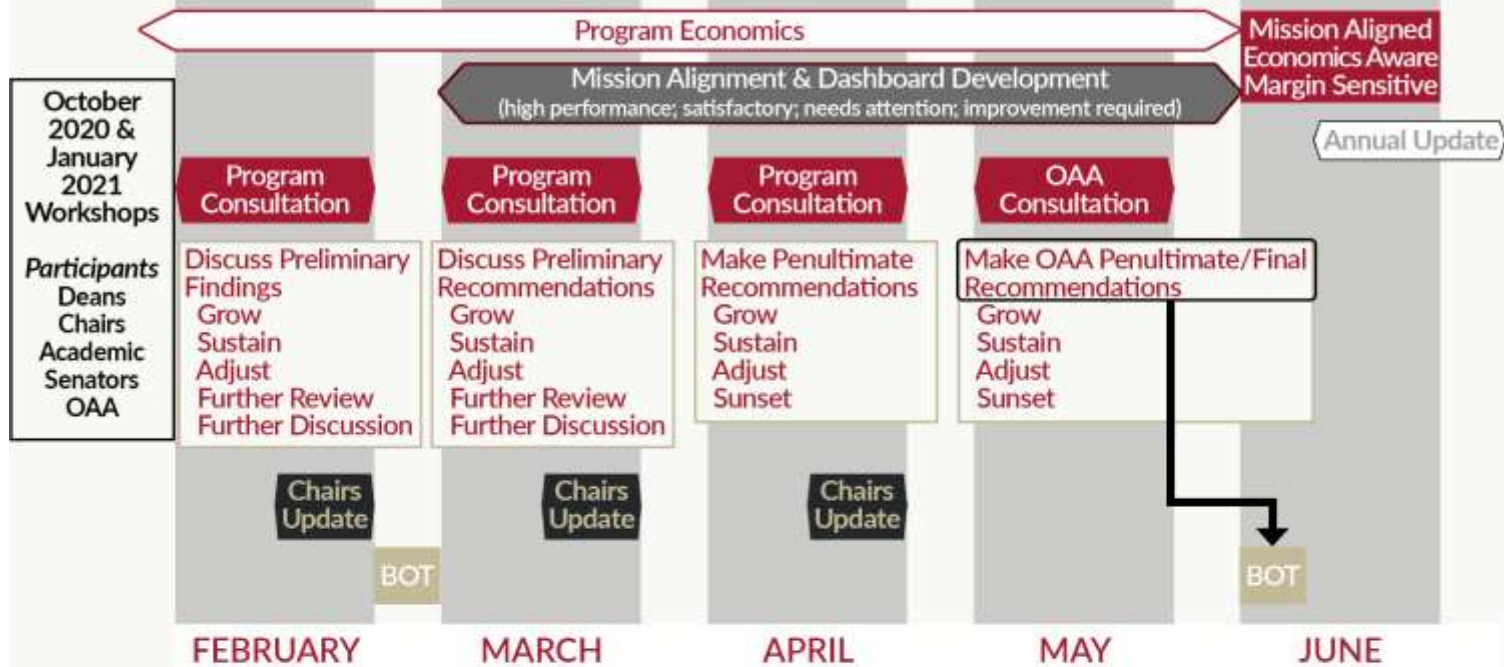
| | | | | | | |
|---|---|--|---|--|---|---|
| Curricular Efficiency & Effectiveness (CEE) Strategies to Improve the Quality of the Educational Experience | There are many interactions within and across each of these categories of potential actions | | | | | |
| | | | Assure fidelity between program recommendations and PES | Minimize small sections; Offer courses that directly contribute to completion; schedule optimization | Vitality of programs with low numbers of majors at both UG and G levels | General Education Transformative Redesign (universal courses; minimal stranded credits; minimized credit hours) Implement Fall 2023 |
| | Other actions underway include: reducing the number of courses in the Catalog; adjusting to the most appropriate section cap; reducing course pre-requisites, optimizing part-time appointments, etc. | | | | | |

Update on Progress related to CEE & APEEI

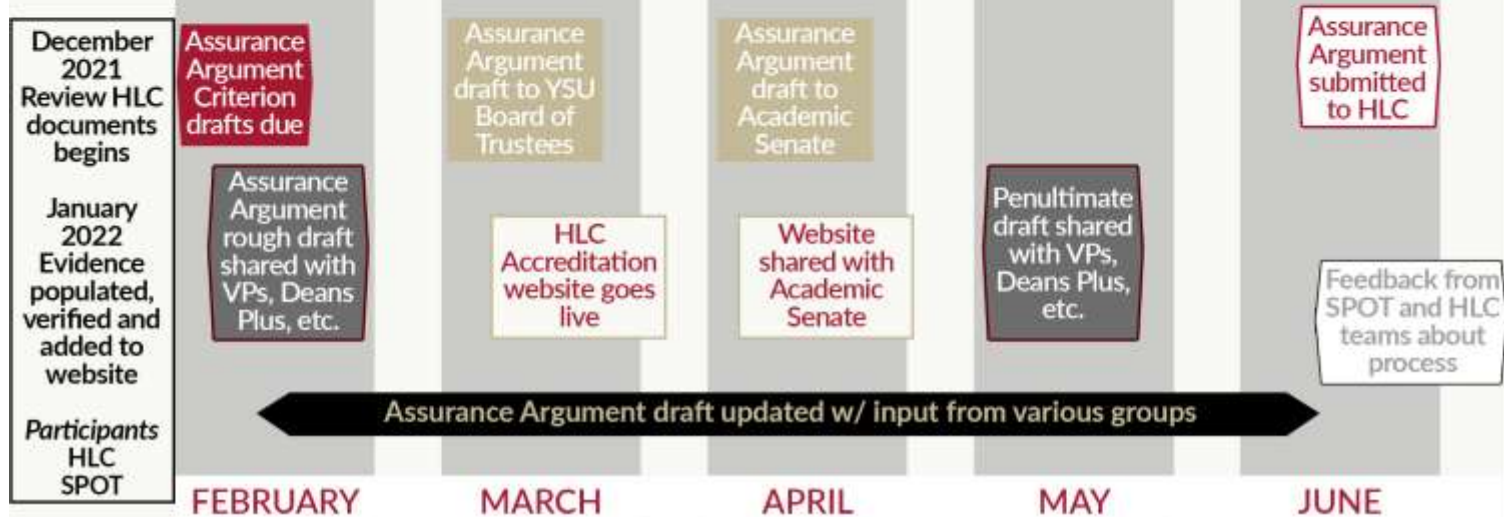
Update on Progress related to CEE & APEEI

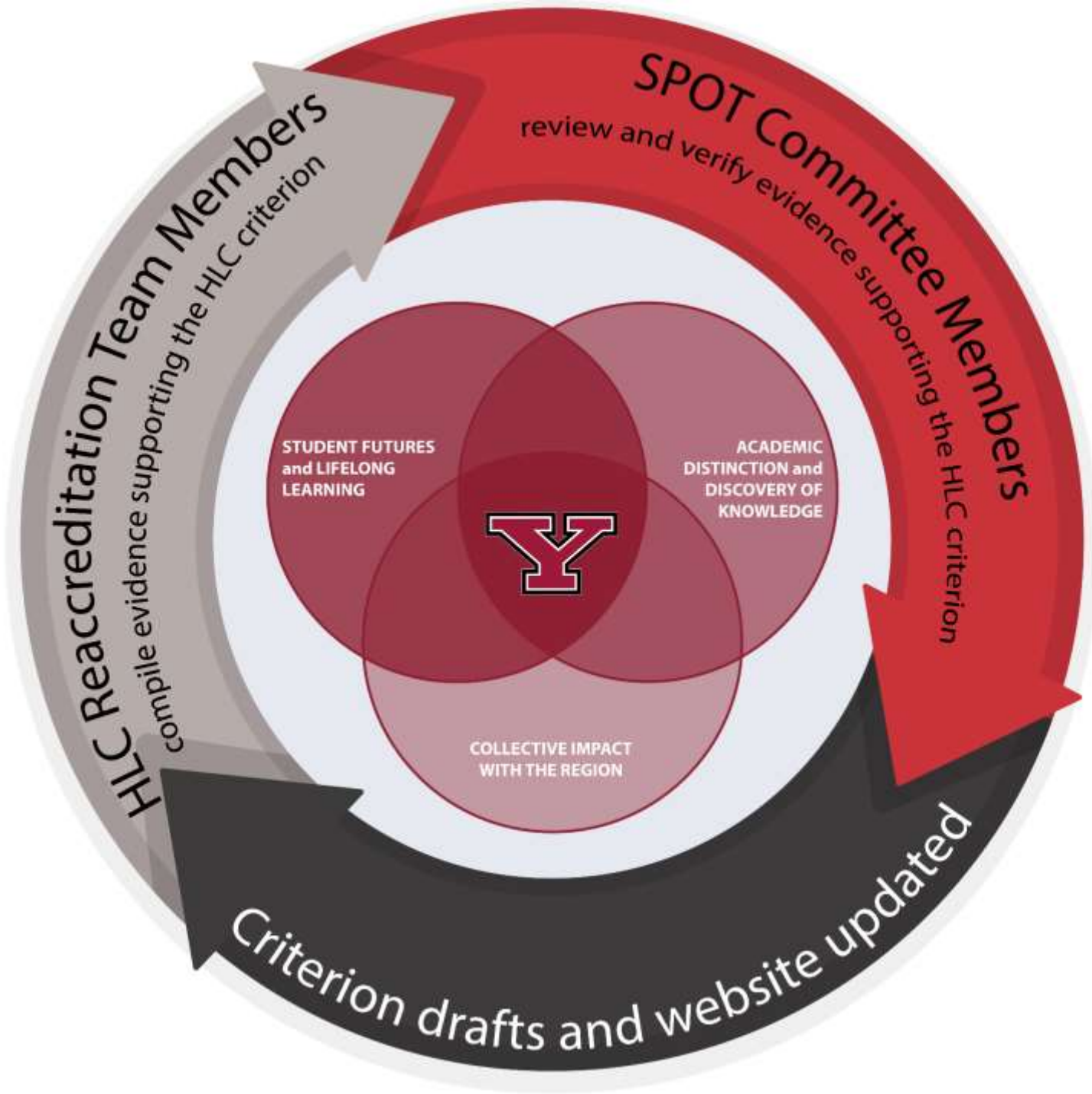
Update on Progress related to CEE & APEEI

Academic Program Enhancement and Effectiveness



Higher Learning Commission







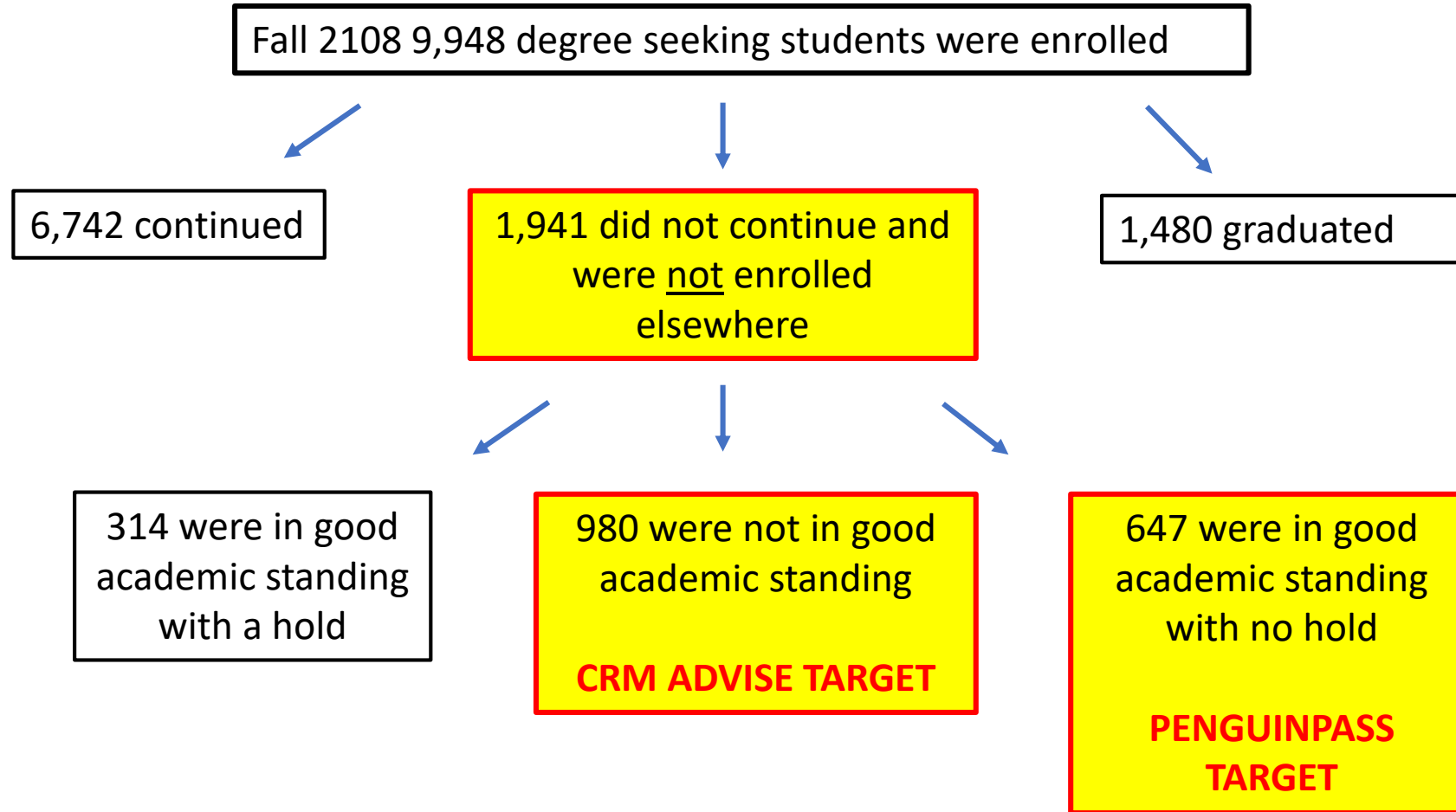
Plan for Strategic Actions to Take Charge of Our Future

GOAL: IMPLEMENT BEST PRACTICES THAT ADDRESS STUDENT NEEDS THROUGHOUT THE STUDENT LIFE CYCLE TO INCREASE PERSISTENCE, COMPLETION AND POSTGRADUATE SUCCESS

- **Strategy:** Ensure all students benefit from holistic, relational, developmental, and integrated academic advising
- **Strategy:** Develop and deploy comprehensive, integrated and proactive student intervention strategies



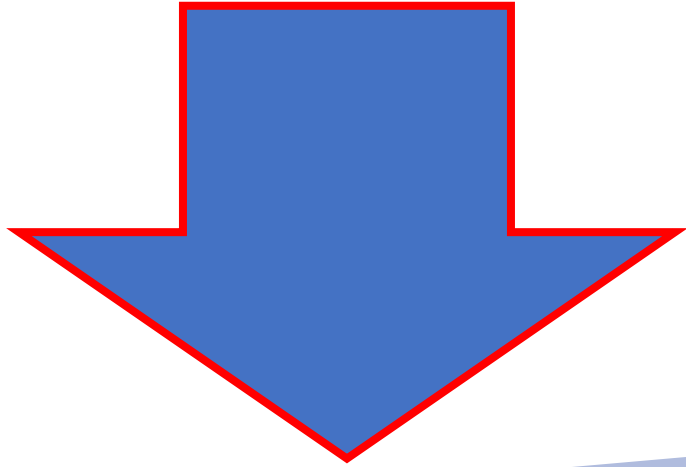
Fall 2018 to Fall 2019 Event History Analysis



CRM Advise Faculty Alerts

- Recent Attendance Concerns
- Chronic Absences
- Never Attended
- Frequently Late to Class
- Not Engaged or Distracted
- Late or Missing Assignments Affecting Grade
- Not Participating in Blackboard
- Other
- Poor Performance on Tests, Quizzes, or Assignments
- Referral to the Writing Center
- Referral to the Math Achievement Center
- Referral to the ConneXLab
- Referral to the Language Learning Resource Center
- Referral to the Resch Academic Success Center

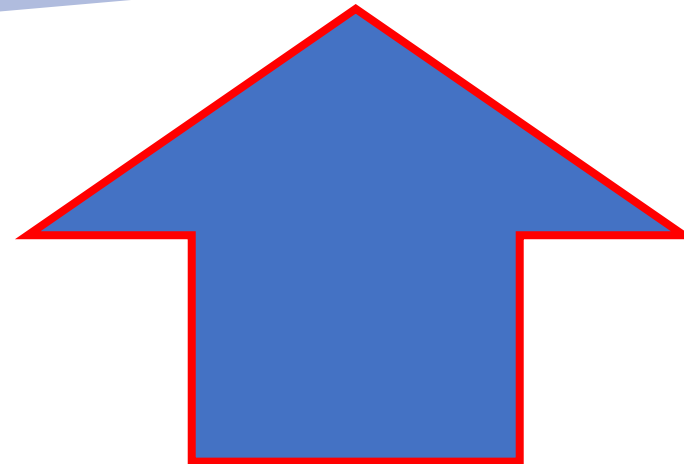




Decrease advising loads to ensure effective outreach

BALANCE = HIGHEST IMPACT ON STUDENT SUCCESS AND RETENTION

Increase the number of faculty who will raise an alert



Fall 2021 CRM Advise Impact

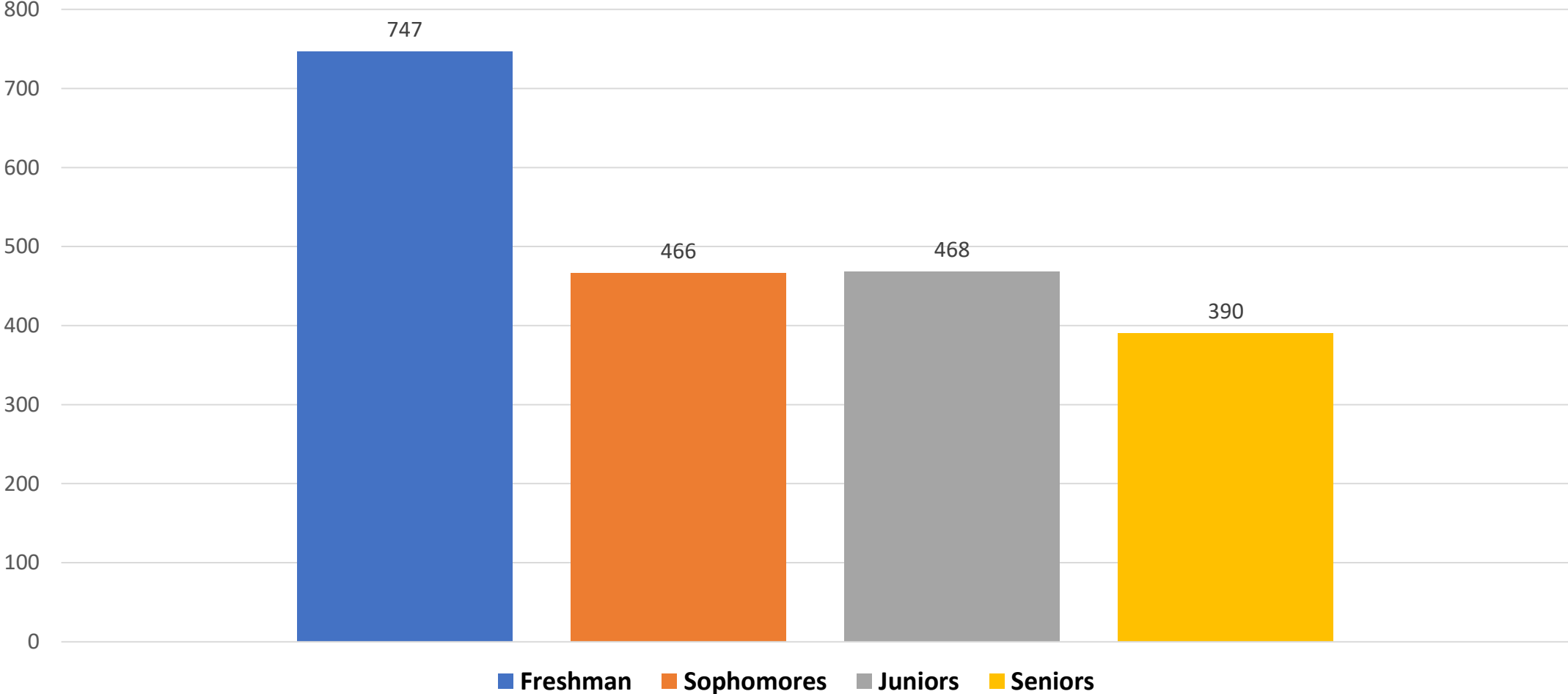
1,167 Fall 2021 final undergraduate course grades were associated with at least one alert**

92 A grades
200 B grades
260 C grades
134 D grades
481 F grades

**excluding W, NC, NG, I, AU, and AUW



Number of alerts raised Fall 2021 by class level

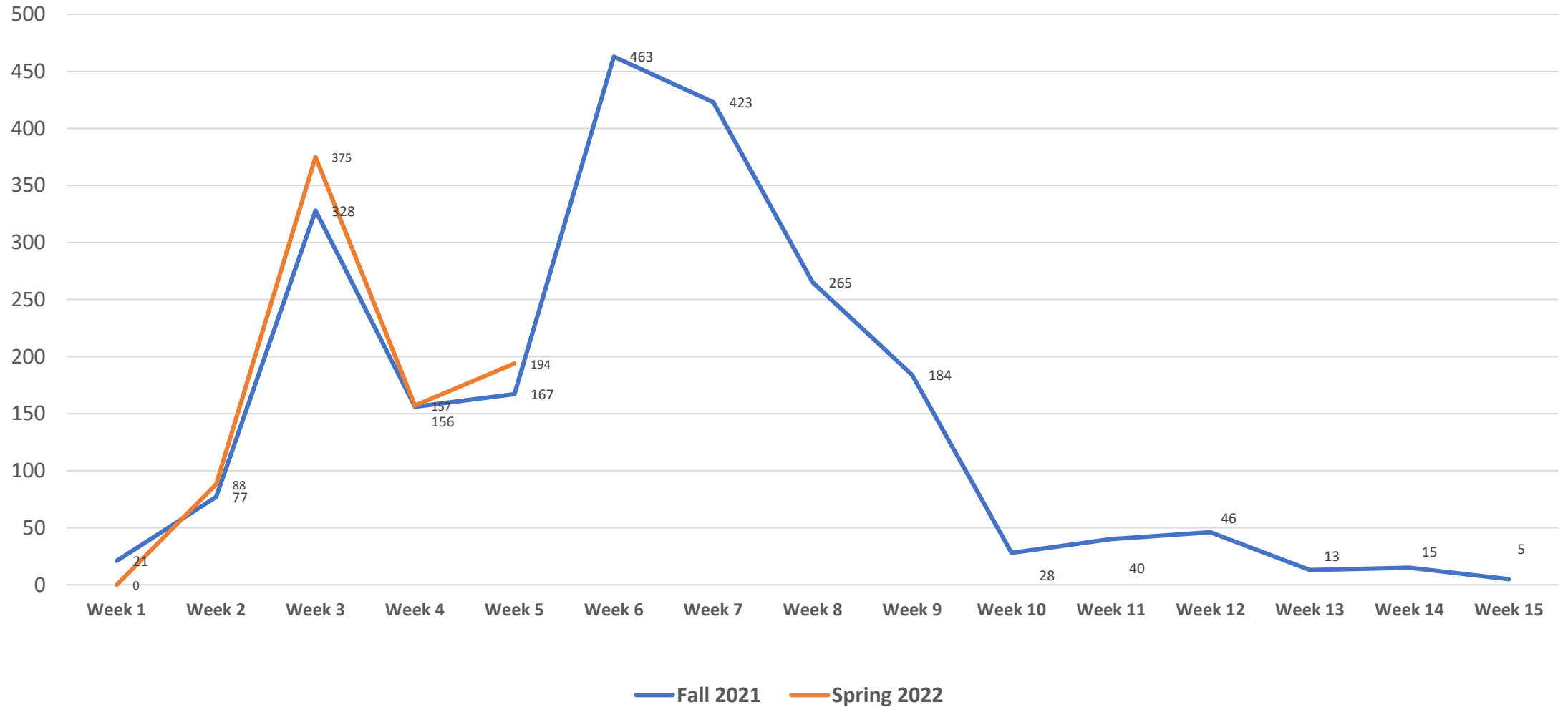


CRM Advise Spring 2022

| | February 21, 2020 (EARS) | February 21, 2021 (EARS) | February 21, 2022 (CRM Advise) |
|------------------------------------|--------------------------------|--------------------------------|--------------------------------------|
| Actionable alerts raised | 455 | 209 | 1,351 |
| Students with actionable alerts | 383 | 143 | 932 |
| FY students with actionable alerts | 153 | 140 | 294 |
| Faculty using system | 97 | 75 | 197 |
| Sections | 154 | 105 | 339 |



Number of alerts raised by week



Penguin PASS Advantage

Prior Degree Audit System

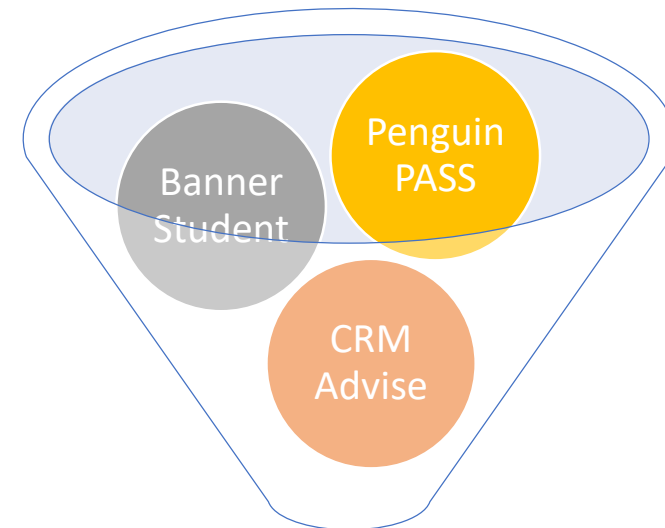
U.Achieve, Degree Audit System

- All transfer equivalencies were stored in this system. It was separate from the student system, and did not connect to registration. This resulted in continuous overrides needed for transfer students

Banner Student

- New transfer student data was uploaded from U.Achieve, causing time delays and mapping issues. Required IT intervention to effectively transfer student data

Ellucian Degree Audit System



All student systems integrated
Data is real time

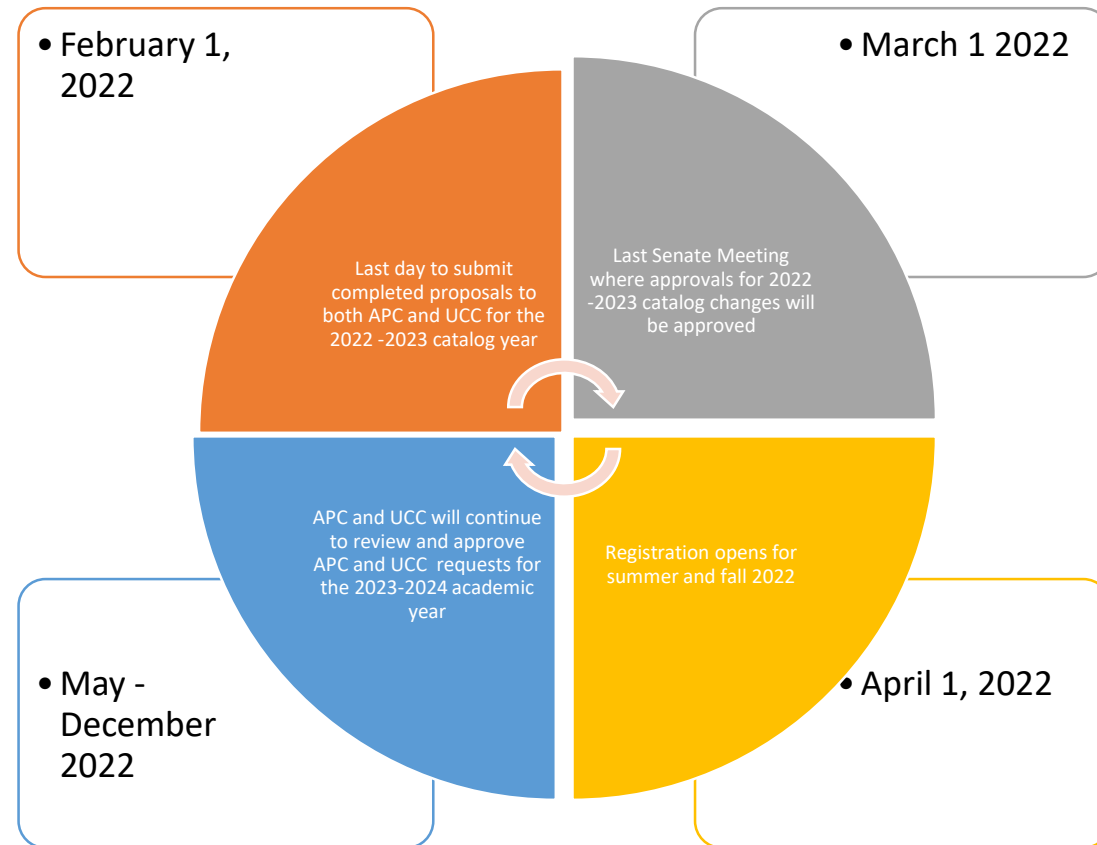


Penguin PASS Advantage Implementation Strategy

- Migrated over 2000 transfer institutions with course equates into the Banner Student module
- Teamed up with academic partners across campus for testing
- Adjusted catalog year for more than 2800 current students
 - Academic advisors in every college reviewed current students and determined which students would benefit from following a more current catalog year
- More than 100 faculty and staff attended training
- Senate endorsed deadlines to ensure Penguin Pass remains current



Senate Endorsed Deadlines



Key Features of Penguin PASS

- *Percentage Complete* feature allows progress assessment
- *What if* audit function allows informed decisions about changing majors
- There is a direct link to the current schedule of classes, showing students what classes will be available for registration
- Connected to CRM Advise for faculty and staff
- Student plans



Penguin PASS Responsive Dashboard

Worksheet 🖨️ ✉️ ⋮

Data refreshed 02/21/2022 4:09 AM [↻](#)

Student ID [REDACTED] × Name [REDACTED] Degree: Bach of Science in Business Ad

[Advanced search](#)

Level Undergraduate Classification Junior Major BSB in Accounting Program BSB in Accounting College Business Administration

Academic Standing Good Standing

Academic What-If View historic audit 02/21/2022 at 8:19 AM UG/BSB ▾

Format Student View ▾

Degree progress

75% 75% Overall GPA 3.92

Requirements Semester Hours

In-progress classes Preregistered classes **PROCESS**

Audit date 02/21/2022 8:19 AM



Student Plans

Bachelor of Arts in Music Theory  





PLAN LIST **NEW PLAN**




























Degree Bachelor of Arts
Level Undergraduate

Active Yes | **Status** Not locked | **Tracking Status** 

Last updated: Verdone, Kimberly J on 01/20/2022

[Audit](#) [What-If](#) [Delete plan](#) [Save as copy](#) [Create block](#)

   **ADD SEMESTER** 

| Spring 2022   Semester Hours: 14.00 | Fall 2023   Semester Hours: 6.00 | Spring 2024   Semester Hours: 3.00 |
|---|---|---|
|  ENGL 1551 Semester Hours: 3.00   |  CMST 1545 Semester Hours: 3.00   |  Comment 9 semester hours   |
| MUCO 3715 Semester Hours: 3.00   | MUHL 3773 Semester Hours: 3.00   | Comment 3 semester hours   |
| MUEN 0023 Semester Hours: 1.00   | Comment 3 semester hours   | MUEN 0002 or MUEN 0004 or MUEN 0005 or MUEN 0007 or MUEN 0008 or MUEN 0025 Semester Hours: 3.00   |



Assist with Registration/Retention Efforts

- Late July we provided each college with the percentage completed of each student not registered.
- Academic Departments focused on juniors and seniors for outreach efforts in order to secure fall registration.
- All advisors were able to quickly run an audit in order to assist students with registration.



Fall 2021 -Targeted Outreach to Juniors and Seniors Using Penguin PASS Data



Penguin PASS: Key Component for Enrollment and Retention Initiatives

- College Comeback
 - A program designed to entice students to return to college for degree completion. We will rely on Penguin PASS to help us identify those most likely or most willing to return to the University. Penguin PASS will help to keep the student on track.
- College Completion
 - Penguin PASS can identify those student with many credit hours completed, but may still have many more hours needed for degree completion. This tool gives us the ability to identify and address barriers of degree progression and completion.



MEMORANDUM

Date: January 20, 2022

To: Dr. Brien Smith, Provost and Vice President for Academic Affairs

From: Office of Research Services (ORS)

Re: FY22 Second Quarter Report

Please see attached the FY22 Second Quarter Report as prepared for delivery to the Academic Excellence and Student Success Committee of the Board of Trustees.

ORS staff managed **43** major grant administration activities during this quarter (**19** submissions and **24** awards/contracts). Additionally, the IRB processed 42 new protocols and 4 modifications.

Notable highlights:

- YSU submitted a Choose Ohio First Scholarship proposal (\$1.1 M) to support undergraduate students in Science, Technology, Engineering, Mathematics and Medical (STEMM) fields.
- YSU submitted a \$3M Broadband and 5G Sector Partnership Grant application to strengthen Ohio's Broadband and 5G workforce.
- YSU was awarded \$498,001 from the National Science Foundation to examine the Community-Engaged Educational Ecosystem Model (C-EEEM) in Rust Belt Cities.
- YSU won a \$540,833 RAPIDS award for equipment.
- YSU received almost \$750,000 from the Department of Energy for the development of a National Energy Storage Workforce Training and Innovation Center.

Accompanying this submission is the FY22 Second Quarter Detail Report, which provides greater detail regarding institutional submissions and awards.



**EXECUTIVE
SUMMARY**

Second Quarter Report – FY22
October 1, 2021 to December 31, 2021

Submitted Proposals to External Agencies: Total

| | |
|-------------------------------|-------------|
| Q2 Total Dollars Requested: | \$4,745,363 |
| Q2 Indirect Cost Requested: | \$378,199 |
| Q2 Total Proposals Worked: | 24 |
| Q2 Total Proposals Submitted: | 19 |

Funded Proposals from External Agencies: Total

| | |
|----------------------------|-------------|
| Q2 Total Dollars Awarded: | \$3,280,469 |
| Q2 Indirect Costs Awarded: | \$211,379 |
| Q2 Total Projects Awarded: | 24 |

Q2 YTD Comparison:

| | FY21 | FY22 |
|-----------------------------|-------------|--------------|
| <i>Q2 Submissions</i> | 25 | 19 |
| <i>Q2 Dollars Requested</i> | \$3,531,824 | \$4,745,363 |
| <i>Q2 Awards</i> | 22 | 24 |
| <i>Q2 Dollars Awarded</i> | \$1,019,965 | \$3,280,469 |
| <i>YTD Submissions</i> | 49 | 51 |
| <i>YTD \$ Requested</i> | \$8,341,631 | \$12,479,768 |
| <i>YTD Awards</i> | 46 | 56 |
| <i>YTD \$ Awarded</i> | \$5,386,287 | \$9,058,788 |

FY21 Q2 Total Active Awards: 115

FY22 Q2 Total Active Awards: 127

FY21 Q2 Research Expenditures \$3,142,278

FY22 Q2 Research Expenditures: \$2,593,797

FY21 YTD Research Expenditures: \$4,533,639

FY22 YTD Research Expenditures: \$5,041,223

Proposals Submitted to External Agencies

Second Quarter Report – FY22

October 1, 2021 to December 31, 2021

| PI Name | Department | Funding Agency | Amount Requested | Indirect Costs Requested | YSU Cost-Share |
|-----------------|--|---|--------------------|--------------------------|--------------------|
| McNicholas, R | Campus recreation | Community Foundation of the Mahoning Valley | \$2,000 | \$0 | \$0 |
| Cameron, A | Center for Human Services Development | Potential Development | \$6,711 | \$1,397 | \$0 |
| Cameron, A | Center for Human Services Development | Girard United Methodist Church | \$2,275 | \$474 | \$0 |
| Wendland, M | Grad Studies Health and Rehab Sciences | American Physical Therapy Association | \$3,700 | \$0 | \$0 |
| Sak, D | Campus recreation | USA Archery | \$3,245 | \$0 | \$0 |
| Brady, P | English and World Languages | Ohio Arts Council | \$2,000 | \$0 | \$0 |
| Borra, V | Engineering | Naval Surface Warfare Center | \$300,000 | \$56,536 | \$0 |
| Awad Scrocco, D | English and World Languages | Humanities Without Walls | \$30,893 | \$0 | \$0 |
| Markowitz, R | Campus recreation | Ohio Department of Natural Resources | \$22,154 | \$0 | \$7,539 |
| Wakefield, T | Mathematics and Statistics | Ohio Department of Higher Education | \$1,120,000 | \$0 | \$2,141,864 |
| Dewberry, L | Management and Marketing | Youngstown Rotary Foundation | \$3,000 | \$0 | \$0 |
| Sexton, G | WYSU | Corporation of Public Broadcasting | \$33,636 | \$0 | \$0 |
| Sexton, G | WYSU | Corporation of Public Broadcasting | \$92,766 | \$0 | \$0 |
| Sharma, S | Engineering | Ohio Department of Natural Resources | \$29,268 | \$6,098 | \$29,105 |
| Kuzma, D | Janitorial Services | M C Solid Waste Management District | \$62,070 | \$0 | \$0 |
| Armstrong, F | Physics, Astronomy, Geology and Environmental Sciences | Consortium for Ocean Leadership | \$9,000 | \$0 | \$2,982 |
| McCartney, R | Division of Workforce Education and Innovation | Ohio Department of Higher Education | \$3,000,000 | \$313,694 | \$313,694 |
| Wilson, M | Youngstown Historical Center | Huntington Bank | \$5,000 | \$0 | \$0 |
| McLean, C | Physics, Astronomy, Geology and Environmental Sciences | Mahoning Valley Sanitary District | \$17,645 | \$0 | \$0 |
| Total | | | \$4,745,363 | \$378,199 | \$2,495,184 |

Projects Awarded from External Agencies

Second Quarter Report – FY22

October 1, 2021 to December 31, 2021

| PI Name | Department | Funding Agency | Amount Requested | Indirect Costs Requested | YSU Cost-Share |
|----------------|--|---|-------------------------|---------------------------------|-----------------------|
| Marie, H | Engineering | National Science Foundation | \$498,001 | \$62,016 | \$0 |
| Bralich, J | Humanities and Social Sciences | City of Mentor | \$10,068 | \$0 | \$0 |
| Cortes, P | Engineering | National Aeronautics and Space Administration | \$150,000 | \$31,235 | \$0 |
| Hawthorne, C | Dean's office BCLASSE | University of Cincinnati | \$25,000 | \$1,436 | \$0 |
| Case, W | Dana School of Music | Youngstown Foundation | \$20,000 | \$0 | \$0 |
| Boerio, G | Rich Center | Youngstown Foundation | \$123,132 | \$12,681 | \$0 |
| Varso, S | Police | Ohio Department of Higher Education | \$118,528 | \$0 | \$0 |
| Oddo, J | Division of Workforce Education and Innovation | NC for Defense Manufacturing and Machining | \$300,000 | \$0 | \$0 |
| Ruller, J | Division of Workforce Education and Innovation | Ohio Department of Higher Education | \$540,833 | \$0 | \$0 |
| Cameron, A | Center for Human Services Development | Potential Development | \$6,711 | \$1,398 | \$0 |
| Oddo, J | Division of Workforce Education and Innovation | Ohio Department of Development | \$180,000 | \$0 | \$0 |
| Cameron, A | Center for Human Services Development | Girard United Methodist Church | \$2,275 | \$474 | \$0 |
| Park, B | Engineering | Ohio Space Grant Consortium | \$7,500 | \$0 | \$3,000 |
| Wakefield, T | Mathematics and Statistics | Transforming Post-Secondary Education | \$1,000 | \$0 | \$0 |
| Cameron, A | Center for Human Services Development | Youngstown Minority Health | \$4,000 | \$0 | \$0 |
| Brady, P | English and World Languages | Ohio Arts Council | \$2,000 | \$0 | \$0 |
| Veisz, P | Small Business Development Center | Ohio Department of Development | \$15,000 | \$0 | \$0 |
| Veisz, P | Small Business Development Center | Small Business Administration | \$266,000 | \$0 | \$115,424 |
| Veisz, P | Small Business Development Center | Ohio Development Services Agency | \$122,450 | \$0 | \$0 |
| Scott, J | Small Business Development Center | Ohio Department of Development | \$3,270 | 0 | 0 |
| Oddo, J | Division of Workforce Education and Innovation | Department of Energy - ORNL | \$749,299 | \$102,139 | 0 |
| Sexton, G | WYSU | Corporation of Public Broadcasting | \$33,636 | 0 | 0 |
| Sexton, G | WYSU | Corporation of Public Broadcasting | \$92,766 | 0 | 0 |
| Armstrong, F | Physics, Astronomy, Geology and Environmental Sciences | Consortium for Ocean Leadership | \$9,000 | 0 | \$2,982 |
| Total | | | \$3,280,469 | \$211,379 | \$121,406 |

CURRENT ACCREDITATION ACTIVITY
March 2022

Summary of recent site visits:

- Industrial Engineering has joined YSU’s other engineering programs in being fully accredited until 2026 by the Engineering Accreditation Commission of the Accreditation Board for Engineering Technology (ABET).

Summary of recent accreditation actions:

- On July 30, 2018, the Higher Learning Commission continued the accreditation of YSU with the next Reaffirmation of Accreditation scheduled to occur in 2027-28.

Details:

| Program | Status |
|--|--|
| Art National Association of Schools of Art and Design (NASAD) | The NASAD Commission granted renewal of membership for the following degree options: BA in Art History, BS in Art Education, BFA in Studio Art, and MA in Art Education. The next full review is scheduled for 2025-2026. An affirmation statement and audit were submitted on June 30, 2021, noting that the MA and MFA have both been suspended and that the BFA tracks have been realigned. |
| Athletic Training Commission on Accreditation of Athletic Training Education (CAATE) | The Master of Athletic Training program was granted initial accreditation for five years by CAATE in 2018. The next review will occur in 2023. After filling its program director position, the MAT program is currently in good standing with CAATE. The program has started the self-study process with a site visit anticipated to be scheduled in spring 2023. |
| Business AACSB International—The Association to Advance Collegiate Schools of Business | AACSB International approved the extension of accreditation in January 2020. Accreditation of the undergraduate and graduate business programs is extended for the standard five years. The next accreditation review will be in 2024. AACSB cited a deficiency in the number of finance faculty and the heavy reliance on lecturers. |
| Chemistry American Chemical Society (ACS) | The American Chemical Society (ACS) notified the YSU Chemistry Department in August 2017 that its BS Chemistry program has met the requirements for continued ACS accreditation through 2022. At that time, the department must apply for re-accreditation. |

| Program | Status |
|--|--|
| <p>Counseling Council for Accreditation of Counseling and Related Educational Programs (CACREP)</p> | <p>The Council for Accreditation of Counseling and Related Educational Programs (CACREP) granted full accreditation to the MS. Ed. in Counseling—Addiction Counseling, Clinical Mental Health Counseling, School Counseling, and Student Affairs/College Counseling program tracks for the full eight-year period, until March 31, 2023.</p> |
| <p>Dental Hygiene American Dental Association (ADA)</p> | <p>The self-study for continuing accreditation of the Dental Hygiene program was submitted in September 2017. This was the initial site visit following the transition from the Associate of Applied Science (AAS) degree to the Bachelor of Science in Dental Hygiene (BSDH) degree. A site visit occurred in November 2017, and the program was awarded full accreditation status, Approval Without Reporting Requirements, at the 2018 ADA CODA Summer Commission meeting. The accreditation cycle for allied dental programs is seven years. The next site visit will be in 2025.</p> |
| <p>Dietetics Program Academy of Nutrition and Dietetics (AND)</p> <p>Accreditation Council for Education in Nutrition and Dietetics (ACEND)</p> | <p>The two ACEND-accredited dietetics programs are the Didactic Program in Dietetics and the Dietetics Future Model/DFM (MPH-RDN graduate track).</p> <p>The Coordinated Program in Dietetics (CPD) graduated its last student in Fall 2021, and the program closed effective December 31, 2021. This program is being replaced by the new DFM program.</p> <p>The graduate level MPH-DFM (Master’s in Public Health-Dietetic Future Model) replaced the previously offered BSAS-CPD, as required by ACEND. The first cohort in the MPH-DFM started in Fall 2020. The program will graduate its first pilot class in Summer 2022 and will admit its third round of successful applicants in Fall 2022. The program continues in good standing and is preparing for an accreditation site visit in 2023.</p> <p>As part of its re-accreditation requirements, the Didactic Program in Dietetics completed an ACEND site visit in January 2021, received the</p> |

| Program | Status |
|---|---|
| Dietetics (continued) | site visit report on March 4, 2021, and then submitted a program response. A program assessment report for the DPD will be due by January 2024. The program remains in good standing and is due for re-accreditation in 2028 at the end of the seven-year cycle for all ACEND-accredited dietetics programs. |
| Education and Licensure Programs The Council for the Accreditation of Educator Preparation (CAEP) Accreditation occurs at the unit (BCOE) level. | The Council for the Accreditation of Educator Preparation (CAEP) conducted a site visit of YSU’s Beeghly College of Education on April 2-4, 2017. CAEP’s Accreditation Council met on October 23, 2017, and granted accreditation status effective Fall 2017 through Fall 2024. The next site visit will occur in Fall 2024. |
| Emergency Medical Services State of Ohio Department of Public Safety / Division of Emergency Medical Services Commission on Accreditation of Allied Health Education Programs—EMS Professions (CoAEMSP—CAAHEP) | The Emergency Medical Services (EMS) program was reaccredited through the State of Ohio Division of EMS in August 2021 for another five years. The accreditation site visit for CoAEMSP will be scheduled in Spring 2022. |
| Engineering Engineering Accreditation Commission of the Accreditation Board for Engineering and Technology (ABET) | The Electrical Engineering, Civil Engineering, Chemical Engineering, and Mechanical Engineering programs are fully accredited by ABET until 2026. Industrial Engineering went from “program deficiency” to “program weakness,” a finding which means that the program has been removed from “show cause.” Like the other engineering programs, Industrial Engineering is now fully accredited until 2026. |
| Engineering Technology Engineering Technology Accreditation Commission of the Accreditation Board for Engineering and Technology (ETAC-ABET) | Final findings from ETAC of the ABET visit were received on August 29, 2018. All of the AAS and BSAS Engineering Technology programs (CCET, EET, and MET) are accredited through September 30, 2024. |

| Program | Status |
|--|--|
| <p>Exercise Science Committee on Accreditation for the Exercise Sciences (CoAES) / Commission on Accreditation of Allied Health Education Programs (CAAHEP)</p> | <p>The Committee on Accreditation for the Exercise Sciences (CoAES) granted initial accreditation of the YSU undergraduate Exercise Science program on May 18, 2018. The accreditation is for five years. The yearly report was submitted in June and approved in July 2021.</p> |
| <p>Forensic Science American Academy of Forensic Sciences (AAFS)</p> | <p>Application for initial accreditation is pending. Program self-study and site visit will follow.</p> |
| <p>Long-Term Care Administration National Association of Long-Term Care Administrator Boards (NAB)</p> | <p>The Long-Term Care Administration program submitted its accreditation review to the National Association of Long-Term Care Administrator Boards (NAB) in spring 2021, and the submission was approved by NAB. The program is currently seeking accreditation of its graduate long-term care program while partnering with the Master's in Health and Human Services (dates have not yet been determined).</p> |
| <p>Medical Laboratory Technology National Accrediting Agency for Clinical Laboratory Sciences (NAACLS)</p> | <p>The Medical Laboratory Technology program self-study and response were submitted Spring 2020. A virtual site visit was conducted on July 23-24, 2020. The program as awarded ten years of accreditation. The annual report is due November 15.</p> |
| <p>Medical Laboratory Science National Accrediting Agency for Clinical Laboratory Sciences (NAACLS)</p> | <p>An initial accreditation application was submitted to NAACLS in 2014 with the full self-study submitted in 2016. The site visit occurred in 2017. The site visit team found no standards violations and awarded YSU a full seven-year accreditation. The Medical Laboratory Science program's next accreditation self-study will be due in Fall 2021.</p> <p>For the Medical Laboratory Science completion program, an extension was granted for submission of the self-study with a due date of April 1, 2022. The site visit will occur in Summer 2022 or Fall 2022. An action plan was developed and accepted by NAACLS for the improvement of outcomes. The annual report is due November 15.</p> |

| Program | Status |
|---|--|
| <p>Music National Association of Schools of Music (NASM)</p> | <p>In 2012, the NASM Commission on Accreditation voted to continue YSU and the Dana School of Music in good standing. A follow-up report on activities was sent to NASM. In 2013, the NASM Commission on Accreditation voted to accept the YSU progress report. In July 2016, the NASM Commission on Accreditation accepted YSU's Application for Plan Approval of Dana's Bachelor of Music in Music Recording. The next full review, scheduled for 2020-2021, has been deferred until 2021-2022 due to the COVID-19 pandemic. The Dana School of Music has requested a second- and third-year postponement of the accreditation full-review and site visit until 2023-2024. The request will be considered by the NASM Commission on Accreditation at its November 2021 meeting.</p> <p>The NASM Commission on Accreditation has approved the postponement of the accreditation full review and site visit until 2023-2024.</p> |
| <p>Nursing Accreditation Commission for Education in Nursing (ACEN)</p> <p>Commission on Collegiate Nursing Education (CCNE)</p> <p>Council on Accreditation of Nurse Anesthesia Educational Programs (COA) St. Elizabeth Health Center School for Nurse Anesthetists, Inc. (YSU MSN nurse anesthesia option only)</p> | <p>BSN programs are fully accredited. The next accreditation visit is Spring 2022.</p> <p>Initial accreditation was granted for BSN, MSN, and post-graduate advanced practice registered nurse certificate programs for five years after site visit in February 2017. Next evaluation visit: Spring 2022.</p> <p>The nurse anesthetist program was found to be in full compliance and was granted continued accreditation effective May 2017 for a period of ten years. Next evaluation visit: Spring 2027.</p> |
| <p>Physical Therapy Commission on Accreditation in Physical Therapy Education (CAPTE)</p> | <p>The MPT has been discontinued. Accreditation now applies to the DPT program approved by HLC in 2008. A CAPTE team visited YSU in 2014 for a self-study visit for the DPT program. The self-study was submitted in 2014 for this visit. The site team gave a favorable report. Ten-year accreditation was reaffirmed in 2014 with a</p> |

| Program | Status |
|--|--|
| Physical Therapy (continued) | <p>compliance report due in 2015. This report was submitted, and CAPTE granted the program continuing accreditation with the next scheduled self-study and site visit in Spring 2024. In 2019, the program received CAPTE approval to increase class size to 45 per cohort. Class sizes were increased incrementally to admit 45 students by 2021. The program submitted a progress report to CAPTE regarding the impact of this increase. After the CAPTE board reviewed the progress report in April, the program’s accreditation was continued.</p> <p>The program submitted a compliance report, and a second report is due by March 1, 2021. As a result of the initial report, the program has conditional compliance on one criterion based upon one faculty member not having a doctoral degree. This faculty member has now enrolled in a doctoral program. A progress report was submitted regarding the expansion and the impact of the PhD on faculty workload in the DPT. A new faculty member has been hired in the DPT program for fall 2021. Another progress report was submitted September 1, 2021, and the response is pending. Currently, the program has a “continue” accreditation status. On November 2, 2021, the program was placed on Probationary Accreditation due to being out of compliance on one criterion for the last 18 months. This criterion outlines the requirement for a terminal degree for one core faculty member. The YSU faculty member is currently in the dissertation phase. Beginning with the March 2022 Progress Report, this faculty member will be assigned adjunct status until her terminal degree is completed (August 2022 is the anticipated completion date).</p> |
| Public Health (Consortium of Eastern Ohio Master of Public Health) Council on Education for Public Health (CEPH) | The MPH is offered by a consortium of institutions including YSU. Initial accreditation was earned in 2003. In October 2009, the Council on Education for Public Health (CEPH) renewed accreditation for seven years until 2016. A 2016 site visit resulted in all compliant findings. In June 2017, the program received official notification of |

| Program | Status |
|---|--|
| Public Health (continued) | full accreditation with the seven-year accreditation term ending July 1, 2024. In order to align with site visit workload, CEPH offered on December 6, 2021, to extend the CEOMPH accreditation term until July 1, 2025, which was accepted. |
| Respiratory Care Commission on Accreditation for Respiratory Care (CoARC) | <p>The site visits for the Respiratory Care programs were completed virtually due to the pandemic. The virtual site visit for the BSRC entry into practice program was completed February 8-9, 2021, without programmatic issues. Continuing re-accreditation status was conveyed for the BSRC entry into practice on July 21, 2021, at the CoARC quarterly meeting.</p> <p>Both the BSRC degree advancement (completion program) and the Master of Respiratory Care programs were conferred accreditation status in July 2021 at CoARC's quarterly board meeting.</p> <p>Virtual site visits for these two programs were completed May 10-11, 2021, without programmatic issues. Provisional initial accreditation was conferred at the CoARC quarterly board meeting. In the interest of substantial financial savings, the site visits were scheduled as one CoARC visit. The site visits were performed virtually while retaining the multiple program savings.</p> <p>All three programs will perform a CSSR review by July 2022 to continue to meet CoARC's high standards.</p> <p>YSU has increased capacity of its BSRC entry into practice program, placing enrollment at 25 allowable students, which is max for classroom capacity and clinical rotation sites.</p> |
| Social Work Council on Social Work Education (CSWE) | The BSW accreditation site visit occurred on October 21, 2020. At its February 2021 meeting, the Commission on Accreditation (COA) voted to reaffirm accreditation for eight years, ending in October 2027 due to a one-meeting deferment received this cycle. |

| Program | Status |
|---|---|
| Social Work (continued) | In 2012, the Council on Social Work Education granted reaffirmation of accreditation of the Master of Social Work program until 2020. On October 15, 2020, after reassessing the program's candidacy, the COA placed the program on Conditional Accredited Status based upon non-compliance with Accreditation Standard M3.3.4(c). The COA restored the program's accredited status as of April 12, 2021. The COA review of the program's restoration report found that the program had taken corrective action and is in compliance with all standards. The program is fully accredited through February 2028. |
| Theatre National Association of Schools of Theatre (NAST) | Due to cuts in the number of tenure-track faculty and ongoing staffing issues, the Department of Theatre and Dance officially resigned its NAST accreditation effective May 3, 2018, and will not seek reaccreditation until these issues have been resolved. Additional faculty reduction preceding the 2021-2022 academic year has further delayed the program's ability to reapply for specialized accreditation. |
| World Languages and Cultures American Council on the Teaching of Foreign Languages (ACTFL) Recognition for Italian Education and Spanish Education | Resubmission of the Italian Education and Spanish Education programs to the American Council on the Teaching of Foreign Languages (ACTFL) in March 2016 resulted in national recognition for both programs effective August 2016. Spanish Education is currently seeking accreditation through the State of Ohio rather than ACTFL. Submission is due during Spring 2022. |

Update on Assessment of Student Learning

YSU has made and continues to make progress in fostering meaningful and relevant assessment of student learning.

Assessment of Student Learning Activities

- **Academic Assessment:** Academic programs engage in assessment reporting on a five-year cycle, and programs completed either an Assessment Plan, Assessment Update, or a Cycle Reflection. Programs identified for sunset through APEEI with enrolled students are being asked to complete a shortened Teach Out Update. Annual reports were due November 5,

2021. Sixty-three percent of academic programs submitted assessment reports. Five programs that were identified as “regular non-submitting programs” created Assessment Plans in 2021 through the Fall Assessment Bootcamp program. All reports were reviewed by Assessment Council members and Assessment staff. Submission status and feedback will be shared with Program Assessment Coordinators, chairs, deans, and the Provost.

- **Co-Curricular Assessment:** Co-curricular units report annually in the summer. In 2021, 91% of programs fully or partially submitted a report. Feedback from peer-review groups was shared with programs through Taskstream AMS. Assessment staff has been actively engaging with co-curricular programs in Student Affairs through a year-long CAS Self-Study process. All other co-curricular units will be asked to submit assessment reports by June 30, 2022, through Taskstream AMS.
- **Taskstream Assessment Management System:** As of January 2022, all co-curricular programs are reporting annually through the Taskstream Assessment Management System (AMS). Additionally, 33 academic programs reported in 2021 through Taskstream AMS, with another 27 programs having been trained in Taskstream AMS in 2021. The use of this system has been beneficial to Program Assessment Coordinators, as it allows multiple users from programs to work on assessment reports, creates a centralized workspace that encourages continuous review of student learning data, and manages historical assessment reports and data to encourage reflection. Assessment staff will continue to train academic units in the Taskstream AMS system during their first year of a new assessment cycle.

Current Student Data Collection—YSU Key Performance Indicator

- **National Survey of Student Engagement:** The National Survey of Student Engagement (NSSE) was administered in Spring 2021. The NSSE is a key performance indicator for the YSU *Plan for Strategic Actions to Take Charge of Our Future*. The NSSE collects data on first-year and senior student experiences in the areas of academic challenge, learning with peers, experiences with faculty, campus environment, and high impact experiences such as research or internships. Two additional modules were added: 1. Inclusiveness and Engagement with Cultural Diversity and 2. Academic Advising. Key reports and data have been shared with stakeholders and are being widely disseminated this spring through a series of Lunch and Learn workshops.
- **Faculty Survey of Student Engagement:** The NSSE was administered alongside the Faculty Survey of Student Engagement (FSSE), a national tool collecting perceptions of faculty related to student learning and development. Approximately 30% of both full-time and part-time faculty responded to the survey. Final data and reports are being strategically disseminated on campus. Results from both surveys provide critical information and benchmarking data regarding student engagement and success activities on the YSU campus.

**ACADEMIC PROGRAMS UPDATE
MARCH 2022**

1. Undergraduate Program Development:

Undergraduate Program Actions Requiring Board of Trustees Action and/or Notification or Approval by the Ohio Department of Higher Education

Since the last set of YSU Board of Trustees meetings, the Ohio Department of Higher Education (ODHE) has approved the following undergraduate program changes:

- The following academic minors have been deleted (these deletions do not have to be approved by ODHE):
 - **Minor in Management**
 - **Minor in Employee Relations**
 - **Minor in 3-Dimensional Studies for Art Majors**
 - **Minor in 3-Dimensional Studies for Non-Art Majors**
 - **Minor in Graphic Design for Studio Art Majors**
 - **Minor in Printmaking for Studio Art Majors**
 - **Minor in Printmaking for Non-Art Majors**
 - **Minor in Photography for Art Majors**
 - **Minor in Painting for Studio Art Majors**
 - **Minor in Painting for Non-Art Majors**
 - **Minor in Interdisciplinary Art for Studio Art Majors**
 - **Minor in Interactive Design for Studio Art Majors**
 - **Minor in Interactive Design for Non-Art Majors**

2. Graduate Program Development:

Graduate Program Actions Requiring Board of Trustees Action and/or Notification or Approval by the Chancellor's Council on Graduate Studies (CCGS)

- A request to suspend admission to the following programs was sent to CCGS:
 - **MFA in Creative Writing**
 - **MA in American Studies**

**Sabbatical and Faculty Improvement Leaves
Approved for AY 2022-2023**

One semester (FIL):

Ganesaratnam Balendiran, Chemical and Biological Sciences (Fall)

Brian Bonhomme, Humanities and Social Sciences (Fall)

Kivie Cahn-Lipman, Dana School of Music (Fall)

Eleanor Congdon, Humanities and Social Sciences (TBD)

Ramesh Dangol, Management and Marketing (Fall)

Tomi Ovaska, Lariccia School of Accounting and Finance (Spring)

Martha Pallante, Humanities and Social Sciences (Fall)

Two semesters (Sabbatical):

Thomas Madsen, Mathematics and Statistics

Research Professorship List
Faculty Awarded for 2022-2023

1. Dr. Christopher Arntsen, Chemical and Biological Sciences
“Computational Investigation of the Charge Transfer Mechanism in Protic Ionic Liquids” -- Awarded 6 Hours
2. Dr. Ewelina Boczkowska, Dana School of Music
“Documenting Exile: Memory and Identity in the Music of Jerzy Fitelberg, A Monograph” -- Awarded 6 Hours
3. Dr. Vamsi Borra, Rayen School of Engineering
“Additive Manufacturing of Microwave Imaging Antenna for Medical Applications” -- Awarded 9 Hours
4. Dr. Kristin Bruns, Psychological Sciences and Counseling
“Suicide Competencies for Counselors in Training Scale” -- Awarded 6 Hours
5. Laura Calcagni, James and Coralie Centofanti School of Nursing
“Post-conference Debriefing Methods for Clinical Judgement Development in Nursing Students” -- Awarded 6 Hours
6. Dr. Maria Conti Maravillas, English and World Languages
“A Stronger Teacher Because I Tutored First: Graduate Teaching Assistants’ Experiences with Online Teaching and Tutoring” -- Awarded 6 Hours
7. Dr. Thomas Diggins, Chemical and Biological Sciences
“Quantification of a “cultural refugium” from white-tailed deer over-browsing in eastern forests” -- Awarded 6 Hours
8. Dr. Sahar Ehsani, Rayen School of Engineering
“A study on the collective effects of nutrient concentrations, water conditions, and geology on the spatial distribution and concentration of heavy metals in the Mahoning River” -- Awarded 9 Hours
9. Dr. Kendra Fowler, Management and Marketing
“Social Media Influencers Collaborations” -- Awarded 6 Hours
10. Dr. Timothy Francisco, English and World Languages
“Placing whiteness through Shakespeare’s Othello and “I’ the midst o’ the body”: Militarism, Posthumanism and Cyborg capitalism in Shakespeare’s Coriolanus” – Awarded 6 Hours
11. Dr. Lucy Kerns, Mathematics and Statistics
“Quantitative Risk Assessment with Chemical Mixtures using Benchmark Dose Modeling” -- Awarded 6 Hours
12. Dr. Alena Kirova, English and World Languages
“Moving Existing Research to Publication – Finding the Time” -- Awarded 6 Hours

13. Dr. Seok Gi Lee, Rayen School of Engineering
“Predicting patients administered or prescribed opioids in emergency departments: a combinational optimization approach” -- Awarded 9 Hours
14. Dr. Xiangjia Min, Chemical and Biological Sciences
“Comparative Analyses of Alternatively Spliced Genes in Different Plant Species” -- Awarded 6 Hours
15. Dr. Nguyet Nguyen, Mathematics and Statistics
“Machine Learning Models for Pricing Car’s Insurance” -- Awarded 6 Hours
16. Dr. Caroline Oltmanns, Dana School of Music
“Theme and Variations, Passacaglias and Chaconnes” -- Awarded 6 Hours
17. Dr. Diana Palardy, English and World Languages
“A World of Vices: The Seven Deadly Sins in Spanish Dystopian Fiction” -- Awarded 6 Hours
18. Dr. Stefania Panaitof, Chemical and Biological Sciences
“Exploring the role of dopamine in biparental care in the burying beetles” -- Awarded 9 Hours
19. Dr. Jae Joong Ryu, Rayen School of Engineering
“Manufacturing of Hybrid Functional Medical Implants: Influence of Forge Pressure on Dissimilar Laser Welded Joints” -- Awarded 6 Hours
20. Dr. Bradley Shellito, Humanities and Social Sciences
“The Secret History of Youngstown” -- Awarded 6 Hours
21. Dr. Constantin Solomon, Rayen School of Engineering
“Additive Manufacturing of DC magnetron sputtering targets: Influence of target characteristics on the thin film properties” -- Awarded 6 Hours
22. Dr. Yogesh Uppal, Lariccia School of Accounting and Finance
“Economic Performance and Opioid Crisis” -- Awarded 6 Hours
23. Dr. Feng Yu, Computer Science, Information, and Engineering Technology
“Developing a Fast Error Assessment Framework for Approximate Query Processing on Big Data” -- Awarded 6 Hours

Youngstown State University

Student Crisis Notification and Response Plan

Overview

In the event of a crisis situation impacting our students, or the death of a student, Youngstown State University (YSU) and its personnel must respond in a sensitive and caring manner while recognizing the range of feelings and responses that surround such serious circumstances. This policy exists to assist units that typically respond to and support those affected within the campus community. University personnel responsible for implementing this policy are expected to coordinate and communicate with all parties and units as appropriate with empathy, sensitivity, and concern for those most directly impacted.

The Student Crisis Response Team, described below, will determine the timing and nature of information that will be shared and how such notifications and information will be communicated. In the absence of specific instructions directing an alternative course of action issued by the President, the Dean of Students is the official that serves as the University's principal point of contact for student family members or representatives; the Associate Vice President (AVP) for University Relations serves as the principal point of contact for the media and the greater campus community.

Definitions

Student

Any person who has been admitted to the University, or was enrolled in at least one course in the current term, or who is registered for at least one course in any future term is considered a "student".

Student Crisis

Any situation involving the death, serious injury, or incapacitation of a student. Some of the policies listed below will only apply when a student dies. Such policies are listed in the section entitled "Student Death Procedures." The Student Crisis Response Team, defined below, shall have the authority to determine when a situation constitutes a student crisis. Crises impacting the larger campus community shall be addressed by the Campus Emergency Management Plan (<https://ysu.edu/ysu-police/campus-emergency-management-plan>).

Student Crisis Response Team

Appointed by the President, and led by the Dean of Students, the Student Crisis Response Team will work in collaboration with all appropriate partners to determine the most appropriate University response.

Team Makeup:

- Dean of Students (DOS)
- Assistant Dean of Students (lead in DOS absence)
- Director, Student Counseling Services
- AVP, University Relations

- Leadership of directly affected or impacted University unit(s)
- Others as deemed necessary

Student Crisis Procedures

Student Crisis (on-campus)

Any person who becomes aware of an immediate student crisis on the YSU campus should immediately notify the YSU Police Department (YSUPD) at 330-941-3527. YSUPD will then notify the Dean of Students and the AVP for University Relations. YSUPD is responsible for contacting the appropriate services to attend to emergency well-being and for investigating when necessary; student deaths that occur on campus must always be investigated. Law enforcement (not University administrative staff) will notify family members or representatives whenever possible.

Student Crisis (off-campus, in the United States)

Appropriate local law enforcement and/or emergency services should respond to a student crisis occurring away from the YSU campus. It is the responsibility of these agencies to notify the student's next of kin and/or emergency contact. If any campus official or employee is informed of a student crisis by any outside agency, the official or employee should contact YSUPD at 330-941-3527 as soon as possible to convey the information. YSUPD will notify the Dean of Students and the AVP for University Relations. In the case of a student crisis involving injury or incapacitation, the Dean of Students is the official that serves as the University's principal point of contact for student family members or representatives; the AVP for University Relations serves as the principal point of contact for the media and the greater campus community.

Student Crisis (while traveling domestically on University business/activity)

If a student crisis occurs while the student is travelling on authorized University business, or as part of a University sponsored program or activity, the faculty/staff member accompanying the trip should immediately contact local emergency services and/or the local law enforcement agency. The University faculty/staff member should contact YSUPD AT 330-941-3527 as soon as possible to convey the information. YSUPD will notify the Dean of Students and the AVP for University Relations. In the case of a student crisis involving injury or incapacitation, the Dean of Students is the official that serves as the University's principal point of contact for student family members or representatives; the AVP for University Relations serves as the principal point of contact for the media and the greater campus community.

Student Crisis, excluding a student death (while traveling abroad on University business/activity)

If a student crisis occurs while a student is traveling abroad on authorized University business, or as part of a University sponsored program or activity, the faculty/staff member accompanying the trip should immediately contact local emergency services and/or the local law enforcement agency, the University's international health and securities travel consultant, International SOS, at 1-215-942-8226, the insurance company providing international travel and medical coverage, and the closest United States Embassy or Consulate. The University faculty/staff member should also contact YSUPD at 330-941-3527 as soon as possible to convey the information. YSUPD will notify the Dean of Students and the AVP for University Relations. In the case of a student crisis involving injury or incapacitation, the Dean of Students is the official that serves as the University's principal point of contact for student family members or representatives; the AVP for University Relations serves as the principal point of contact for the media and the greater campus community.

Student Death Procedures

The procedures below only apply to situations where a student has died. YSUPD is responsible for contacting the appropriate services to attend to emergency well-being and for investigating when necessary; student deaths that occur on campus must always be investigated. Law enforcement (not University administrative staff) will notify family members or representatives whenever possible.

Verification and Notifications

Verification of a current student's death includes confirming the deceased status as a student with the Office of the Registrar. Upon confirmation of a current student's death, the Office of the Registrar will close the student's official University record and update the student's status to deceased. The Office of the Registrar will issue an email communication to the affected University units (including the student's academic department), which will constitute official notice to cease communications with and to resolve any outstanding matters, such as billings, cancellation of outstanding payments due, etc. If the student is listed as a prospective student with the Office of Admissions, the Office of the Registrar will update Banner and notify the Office of Admissions to immediately cease all recruitment-related contact. Regarding communication to the campus community, the Student Crisis Response Team will determine the timing and nature of information that will be shared and how such notifications and information will be communicated.

Notifying Family Members

The Dean of Students (or designee) should be the first University official to discuss a student death with members of the family after an official death notification has occurred. Communicating with a family member after a student death must be done with compassion. University officials are expected to express sincere condolences on behalf of themselves, the department, and the University and offer to support the family through this emotional time. University officials should ask the family about any religious customs they would like respected. Families should be given the option to request that all communication from the University is with a specific point of contact.

Notifying Students

The Student Crisis Response Team will work with the deceased student's faculty, advisor, trusted campus officials, and family to identify members of the deceased student's peer group, including student organizations, to which the deceased student belonged. Members of the student's peer group and student organizations should be notified before a general campus death announcement is made. Members of the Student Crisis Response Team should collaborate with staff from Student Counseling Services prior to meeting with members of the deceased student's peer group with the goal of offering support and any information about the student's death that the family has approved the University to share. University officials are expected to approach conversations with the deceased student's peer group thoughtfully and with compassion.

Notifying the General Campus Community

The Office of the Dean of Students will draft a "general" communication acknowledging the death of the student that will be emailed to the campus community. This email communication will be sent from the "Office of the Dean of Students" by the University's Public Relations Information Officer.

Dear campus community,

It is with great sorrow that we notify you of the loss of a member of our Penguin family, (MAJOR) student, (NAME). Please keep (FIRST NAME)'s family and all affected by this loss in your thoughts

and prayers. If you are in need of resources, please reach out to the Office of the Dean of Students at 330-941-4721 or Student Counseling Services at 330-941-3737.

If the student death occurs during an academic term, the Dean of Students will send the following email to their current faculty. Whenever possible, this should be sent PRIOR to the above email that is sent to the campus community and PRIOR to the Registrar's email communication to the affected University units.

Dear faculty,

It is with great sadness that I write to inform you of the passing of your current student, (NAME OF STUDENT). Please know that we are here to assist you and (NAME OF STUDENT)'s classmates during this very challenging time. (NAME OF DIRECTOR OF STUDENT COUNSELING SERVICES), Director of Student Counseling Services, is copied on this correspondence and will be reaching out with resources and options for in-person assistance. Additionally, please feel free to contact me directly.

Sincerely,

Signed, (NAME OF DEAN OF STUDENTS)

Below is a sample follow-up email from Student Counseling Services to faculty:

Dear Faculty,

I am writing in follow-up to the earlier email you received from our Dean of Students, (NAME OF DEAN OF STUDENTS) regarding the recent death of student (NAME OF STUDENT).

Attached is a handout that may be helpful to you as a faculty member in navigating the first (or one of the first) class meeting(s) after classmates learn of their passing. How you choose to handle this in your class may likely depend on the class format and how well you know the students or they know you or each other.

Please know that Student Counseling Services is available to assist you and your students as you deal with this loss.

We may be able to help in the following ways:

- Consulting with you prior to your sharing with the class on best ways to handle things in your particular class.*
- Providing Group facilitation and processing – if you would like some assistance to help process peoples thoughts, feelings and experiences at your next student meeting (even virtually) – please call us at Student Counseling or email me directly to set this up.*
- Providing Individual Counseling at Student Counseling Services. Students can call 330-941-3737 to set up an appointment*
- Outside of normal business hours (weekends and holidays included) crisis support (do not need to be suicidal) is available by calling 330-941-3737. Press 1 after the message to be transferred to a mental health provider who can respond in the moment.*

I have attached two additional documents for your students. One specifically on grief and one on dealing with a traumatic event. These are for you to share as needed.

*Please take care of yourself and your students.
Let us know if we can assist.*

Signed, (NAME OF DIRECTOR OF STUDENT COUNSELING SERVICES)

Attachments to be included in the above email are included in Appendix A:

1. Faculty and Staff: Dealing with the Aftermath of a Difficult Campus Event
2. How to Deal with Grief
3. Taking Care of Your Emotional Health after a Difficult Event

NOTE:

All media requests for information regarding a student death should be directed to the AVP for University Relations.

Condolence Letters

In the event of the death of a current Student, the Office of the Dean of Students will prepare a condolence letter for the President's signature; this will be emailed to the Executive Assistant to the President, who will finalize the draft, secure the President's signature, and mail the correspondence to the deceased student's family member or representative.

In the event of the death of a non-current Student, as determined on a case-by-case basis by the Dean of Students in consultation with other appropriate campus partners, the Office of the Dean of Students may prepare a condolence letter for the President's signature; this will be emailed to the Executive Assistant to the President, who will finalize the draft, secure the President's signature, and mail the correspondence to the deceased student's family member or representative.

Sample letter:

Dear (LAST NAME OF PARENT/GUARDIAN/REPRESENTATIVE) Family,

On behalf of the entire Youngstown State University community, please accept our sincere condolences on the passing of your son/daughter/other, (NAME OF STUDENT). (FIRST NAME OR PREFERRED NAME) was a vibrant member of our campus and will be missed by all who knew them.

(NAME OF PROVOST) Provost and Vice President for Academic Affairs, and (NAME OF DEAN OF COLLEGE), Dean of the College of (NAME OF ACADEMIC COLLEGE), have approved the awarding of a posthumous degree in recognition of (NAME OF STUDENT)'s hard work while a student at YSU. As this is an incredibly difficult time, the details of bestowing her degree will be determined at a later date.

In the meantime, please know that we are here for you and your family and our campus mourns the loss of (NAME OF STUDENT) with you. (NAME OF DEAN OF STUDENTS), Dean of Students, will continue to serve as your primary contact. Do not hesitate to reach out to (HIM/HER) at 330-(CELL NUMBER) or (YSU EMAIL) at any time.

Sincerely,

President (NAME OF YSU PRESIDENT)

Vigils, Memorials, Remembrances, and Commemorations

Affected University departments, colleges, schools, offices, athletic teams or programs, or any other unit/organization, are responsible for coordinating and responding to requests or suggestions to conduct any type of official University vigil, memorial, remembrance, or commemoration in response to the death of a student. Students who wish to organize or conduct any type of public service on University grounds in response to the death of a student peer are encouraged to do so in coordination with the Office of the Dean of Students, so that such events might be planned and conducted in consideration of the decedent family's wishes and any attendant health, safety, and logistical concerns or practicalities.

Counseling Intervention

Generally, the Director of Student Counseling Services initiates the following counseling intervention components (applicable to any student death).

Possible interventions include:

- Coordinate outreach to the college or department to discuss how to address the issues outlined above and the implications of special circumstances surrounding the death (i.e. suicide, accident, etc.)
- Assess how to best assist the faculty, staff, and others most affected by the student's death
 - Examples:
 - Accompany faculty to classes taught or attended by the deceased to participate in the notification
 - Accompany leadership of campus organization(s), team(s), etc. of which the deceased was a member to participate in the notification
 - Provide support for and information on the process of grief
 - Disseminate information on campus resources
 - Help prepare administrators for the possibility of family coming to the area to discuss the deceased, pack up personal belongings, and see their loved one's work and/or living spaces
 - Discuss ongoing services for all the affected populations and make suggestions as to how affected units may wish to remember the person (i.e. brief service, dedication of a plaque, scholarship, planting of a tree, etc.)

Posthumous Degrees and Certificates of Achievement

Decisions regarding the awarding of posthumous degrees or certificates of achievement to deceased students are managed on a case by case basis by the Dean of the academic college where the student was enrolled in coordination with the Office of the Provost. The Dean of Students will contact the Dean (or designee) of the deceased student's academic college to assure they are aware of the circumstances and request a decision regarding the awarding of a posthumous degree or certificate. If approved, official documentation will be forwarded to the Office of Records. The Dean of Students and Director of University Events will communicate as appropriate to determine how and when the designation will be awarded (i.e. via mail, private ceremony, University commencement, etc.).

Specific Situations Involving a Student's Death

Student Death (while traveling abroad on University business/activity)

If a student death occurs while student is traveling abroad on authorized University business, or as part of a University sponsored program or activity, the faculty/staff member accompanying the trip will play a central role in the University's response. The faculty/staff member leading the trip must immediately ensure the safety of other students, faculty, and staff members who are a part of the trip abroad. Other trip participants must be told not to post on social media or speak with the press until the family has been notified. The faculty/staff lead must then notify the closest United States Consulate/Embassy. The faculty/staff lead must also call the University's international health and securities travel consultant, International SOS, at 1-215-942-8226, and the insurance company providing international travel and medical coverage with repatriation of remains. Faculty members are discouraged from conducting their own investigation into the events surrounding a student's death.

When a student dies while abroad, there are three types of death notifications that must occur. The following procedures must be followed:

1. Next of Kin Notifications:

- Diplomatic protocol requires that United States Embassy/Consulate will notify the next of kin when a student dies while abroad. The faculty/staff lead must notify the closest United States Embassy/Consulate as soon as possible after becoming aware of the student's death. The faculty lead should be prepared to provide the United States Embassy/Consulate with the decedent's next of kin's contact information; information about YSU's insurance for the repatriation of remains; and must inform the consular officer that YSU will be following up with the family to express condolences and explain support services. Even if the next of kin hears of their student's death by other means, such as social or local media, or through direct contact from local police, the faculty/staff lead must notify the United States Embassy/Consulate and allow the United States Embassy/Consulate to formally notify the next of kin.
 - Prior to the United States Embassy/Consulate notification occurring, faculty members should insist that local police/officials follow diplomatic protocol. The faculty lead should be reluctant to provide emergency contact information to local police/officials.
- All University witnesses to the student's death, and other program participants must be prohibited from posting or communicating about the student's death or the events

surrounding it until the United States Embassy/Consulate has notified the next of kin. Students must be made aware that refusing to follow the faculty lead's instructions regarding communicating about the event or the student's death may be considered a violation of the Student Code of Conduct. Faculty leads should remind university community members that the family is entitled to the most compassionate form of notification possible, and that United States Embassy/Consulate staff are the best equipped to make this notification.

2. Notifying Other Students, Faculty, and Staff on the University-Led Program:

- Prior to notifying other University community members on the University-Led program (participants), the faculty/staff lead must contact the insurance company providing international travel and medical coverage to ask for grief counseling assistance. Following the recommendations of the local counselor, the faculty/staff lead should inform the program participants in a single, in-person meeting. The following should occur in this meeting:
 - The faculty/staff lead should discuss what is known, or not known about the cause of death and the circumstances surrounding it. Faculty/staff leads are advised to avoid engaging in speculation when discussing the events surrounding a student's death.
 - The faculty/staff lead should share how the student's next of kin and family will be notified and the support YSU plans to offer them.
 - Offer support and grief counseling to program participants.

3. Notifying the Campus Community and Student Peers on Campus:

- The campus community and student peers should be notified following the general notification policies listed above.
- The following officials will take the lead on notifications:
 - Notifying the next of kin - United States Embassy/Consulate, YSU's first responder- faculty/staff lead (in consultation with the Dean of Students and AVP University Relations)
 - Notifying members of the campus community
 - Program participants – Faculty/staff lead and grief counselor
 - Student peers on campus – Dean of Students
 - Current faculty – Dean of Students
 - Greater campus community and media - AVP University Relations and Public Relations Information Officer

Student Death (by suicide)

Ohio House Bill 28, designed to increase suicide prevention programs at state institutions of higher education, was passed and became effective October 15, 2015. In compliance with House Bill 28, the University will respond as follows to a student death by suicide.

If a student dies by suicide, the Dean of Students, along with the Director of Student Counseling Services, will initiate the Student Death Postvention Response Protocol to determine the University's appropriate response. Confirmation of the suicide with affected members of the University community should only occur with the family's approval and then only under the direction of the Student Crisis Response Team. Specific details, such as the method of suicide, should not be shared except as required by law. Such information sharing must balance the community's desire for information related to the event and any memorial services with the family's wishes and privacy interests. The University's postvention plan, developed with the Director of Student Counseling Services, serves to minimize significant traumatic reactions, facilitate the grieving or adjustment process, stabilize the environment, reduce the risks of negative response behaviors, and reduce the risk of further suicides through contagion.

Suicide Postvention Talking Points (for use by Student Counseling Center clinical staff)

Sample opening statement:

"I'm (NAME OF LICENSED MENTAL HEALTH CARE PROVIDER) from YSU's Student Counseling Services, and I'm here to talk with you about (NAME OF STUDENT). As you all know, (DATE AND OR TIME) was the last time anybody heard from them and we have all been very concerned. We have been in close communication with their family and although we have still not received final confirmation, they have reason to believe that they may have died, and that they may have taken their own life. I'm here to help you talk about this and to provide you with resources that might be helpful to you in the days to come."

Sample follow-up statement to detail the range of normal response to tragedy:

"How individuals respond to tragedy and loss will vary widely. Some of you may feel comfortable openly expressing emotions, others may be reluctant to talk at all, and still others may react out of anxiety and use humor. Others may experience physical symptoms, including "butterflies" in your stomach, shortness of breath, and fatigue. Others may feel guilty about having fun or thinking about other things—you may feel that you somehow need permission to engage in activities that will help you feel better and take your mind off the tragedy. Remember that this wide range of response is normal and expected, and that it's important that we respect each other's different ways of responding during this difficult time. Our community is important and we can be a resource for one another."

Among the things you might experience as you work through this are:

- *Shock, disbelief*
- *Sadness*
- *Irritability*

- *Anger—towards person who committed suicide*
- *Anger—towards others deemed responsible*
- *Guilt*
- *Loss of interest in school, work*
- *Loss of pleasure*
- *Disruptions in eating, sleeping*
- *Helplessness*
- *Isolation, loneliness*
- *Stress*
- *Physical illness*
- *Intrusive thoughts, images*

Staff may reference and distribute the previously shared attachments as deemed appropriate.

Student Crisis Response Team

The Student Crisis Response Team will develop and revise as necessary or advisable the University's Student Crisis Response Protocol and related strategies. As warranted or advisable given the specific circumstances surrounding a student crisis or student death, all University administrators, faculty, and staff may contribute to the University's response to a student crisis by responding to and collaborating with the Student Crisis Response Team on an ad hoc basis.

NKS - Revised 12/13/21

YSU Student Counseling Services

Faculty and Staff: Dealing with the Aftermath of a Difficult Campus Event

How to Help You and Your Students Cope

On the first day back

Take time to talk as a group.

Provide a brief opportunity at the beginning of a class to acknowledge the tragic event and suggest that it might be helpful to share personal reactions.

Have students discuss “facts” first, and then shift to emotions.

People are more comfortable discussing “facts” and the details of the event than feelings. After facts have been discussed, you can shift the discussion toward sharing personal and emotional reactions.

Invite students to share emotional, personal responses.

You might lead off by saying something like: “Often it is helpful to share your own emotional responses and hear how others are responding. It doesn’t change the reality, but it takes away the sense of loneliness that sometimes comes with stressful events. I would be grateful for whatever you are willing to share.”

Respect the way each person copes with the loss.

Some will be more vocal or expressive than others with their feelings and thoughts. Everyone is affected differently and reacts differently.

Be prepared for blaming.

When people are angry or upset, they often look for someone to blame. If the discussion gets “stuck” with blaming, it might be useful to say: “We have been focusing on our sense of anger and blame, and that’s not unusual. It might be useful to talk about our fears.”

Remember that you have feelings and thoughts about what occurred, too. They should be taken seriously, not only for yourself, but also for the sake of your students. Some find it helpful to write down or talk out their thoughts and feelings.

Come back to the feelings as a group at a later time.

It is important to acknowledge the adjustments people have made. Just because everything seems to be back to normal does not mean that everyone has finished having feelings about the loss.

Understand that it is normal to seek an “explanation.”

We often believe if we can explain an event we can prevent it from happening again. We want to comfort ourselves that a similar event could be prevented in the future, if only we could explain it. However, tragedies are difficult to explain. Uncertainty is very upsetting, but sometimes inevitable.

Thank students for sharing and remind them of resources on campus.

When ending the discussion, you can remind them that people cope in a variety of ways. Campus re-sources that might help include residence life staff, Student Counseling Services, Office of the Dean of Students, among others.

In the following weeks:

Make contact with students who appear to be coping in unhealthy ways.

Examples of unhealthy coping include too much isolation, excessive alcohol use, or uncharacteristically throwing themselves into work. We can assist in getting help for the student.

Find ways of memorializing the loss, if appropriate.

It can be especially difficult if someone known to your student was a victim. After the initial shock has worn off, it may be helpful to find a way of honoring and remembering the person in a way that is tangible and meaningful to the group.

Be flexible.

Many who are directly affected by the tragedy may need temporary changes in their workload, living arrangements, and expectations of themselves. People usually have a hard time functioning as well when dealing with an emotional situation.

Give yourself time to reflect.

**For additional help, you can contact
the Counseling Center 330-941-3737
Kilcawley Center, 2110**

See how to help a ysu student in distress at <https://ysu.edu/student-counseling-services/how-to-help-student>

Please seek immediate help if you or someone you know is feeling that life isn't worth living or if you are having thoughts of harming yourself or others. After business hours please call 330-941-3737 and press 1 after the message to be connected to a mental health professional.

You can also contact the National Suicide Prevention Life-line at 1-800-273-TALK (8255) or SuicidePreventionLifeline.org.

YOUNGSTOWN STATE UNIVERSITY



**Student
Counseling
Services**

YSU Student Counseling Services

How to Deal With Grief

What is grief?

Grief is the normal response of sorrow, emotion, and confusion that comes from losing someone or something important to you. It is a natural part of life. Grief is a typical reaction to death, relationship break-up, failure to get into a coveted graduate school, job loss, a move away from friends and family, or loss of good health due to illness. The more significant the loss, and the more sudden, the more intense the grief. However, even subtle losses can lead to grief. For example, you might experience grief after moving away from home, graduating from college, changing jobs, selling your family home, having your best friends graduate and move away, or as an athlete who is injured and can't play their sport.

How does grief feel?

Just after a death or loss, you may feel empty and numb, as if you are in shock. You may notice physical changes such as trembling, nausea, trouble breathing, muscle weakness, dry mouth, or trouble sleeping and eating. You may become angry - at a situation, a particular person, or just angry in general. Almost everyone in grief also experiences guilt. Guilt is often expressed as "I could have, I should have, and I wish I would have" statements. People in grief may have strange dreams or nightmares, be absent-minded, withdraw socially, or lack the desire to return to work. While these feelings and behaviors are normal during grief, they will pass.

How long does grief last?

Grief lasts as long as it takes you to accept and learn to live with your loss. For some people, grief lasts a few months. For others, grieving may take years. For example, parents grieving the loss of a child say they are never the same and never "get over it" they struggle to find a "new normal" that takes several years. The length of time spent grieving is different for each person. There are many reasons for the differences, including personality, health, coping style, culture, family background, and life experiences - including past losses. The time spent grieving also depends on your relationship with the person lost and how prepared you were for the loss.

There is no right or wrong way to grieve — but there are healthy ways to cope with the pain. You can get through it! Grief that is expressed and experienced has a potential for healing that eventually can strengthen and enrich life, help you re-order your priorities, and improve your existing relationships. Use of drugs, including marijuana, and alcohol may numb your feelings temporarily but this only prolongs your grief and intense feelings. You may also find you do not have any strong responses and that is OK too.

Common symptoms of grief

While loss affects people in different ways, many people experience the following symptoms when they're grieving. Just remember that almost anything that you experience in the first weeks and months following a death is normal - including feeling like you're going crazy, feeling like you're in a bad dream, reexamining your values and priorities, or questioning your religious beliefs. →

- Shock and disbelief** – Right after a loss, it can be hard to accept what happened. You may feel numb, have trouble believing that the loss really happened, or even deny the truth. If someone you love has died, you may keep expecting them to show up, even though you know they're gone. Examples include: "But I just saw them." "No, it could have happened to them."
- Sadness** – Profound sadness is probably the most universally experienced symptom of grief. You may have feelings of emptiness, despair, yearning, or deep loneliness. You may also cry a lot or feel emotionally unstable.
- Guilt** – You may regret or feel guilty about things you did or didn't say or do. You may also feel guilty about certain feelings (e.g. feeling relieved when the person died after a long, difficult illness). After a death, you may even feel guilty for not doing something to prevent the death, even if there was nothing more you could have done.
- Anger** – Even if the loss was nobody's fault, you may feel angry and resentful. This is very common if the death was by suicide. If you lost a loved one, you may be angry at yourself, God, the doctors, or even the person who died for abandoning you. You may feel the need to blame someone for the injustice that was done to you. You may also feel angry at the deceased.
- Fear** – A significant loss can trigger a host of worries and fears. You may feel anxious, helpless, or insecure. You may even have panic attacks. The death of a loved one can trigger fears about your own mortality, of facing life without that person, or the responsibilities you now face alone.
- Physical symptoms** – We often think of grief as a strictly emotional process, but grief often involves physical problems, including fatigue, nausea, lowered immunity, weight loss or weight gain, aches and pains, and insomnia.

Coping with grief and loss, tip #1: Reach out to others

The most important factors in healing from loss are acknowledging your feelings and having the support of other people. Even if you aren't comfortable talking about your feelings under normal circumstances, it's important to express them when you're grieving and this can include writing them out which many people find very helpful. Sharing your loss with someone else makes the burden of grief easier to carry. Wherever the support comes from, accept it and do not grieve alone. Connecting to others will help you heal.

Finding support after a loss

- Turn to friends and family members** – Now is the time to lean on the people who care about you, even if you take pride in being strong and self-sufficient. Draw loved ones close, rather than avoiding them, and accept the assistance that's offered. Oftentimes, people want to help but don't know how, so tell them what you need – whether it's a shoulder to cry on or help with funeral arrangements. Don't worry about "making others feel sad" sharing your thoughts and feelings is the #1 way to heal.
- Draw comfort from your spiritual beliefs** – If you follow a religious tradition, embrace the comfort its mourning rituals can provide. Spiritual activities that are meaningful to you – such as praying, meditating, or going to church – can offer solace. If you're questioning your faith in the wake of the loss, talk to a clergy member or others in your religious community.

- **Join a support group** – Grief can feel very lonely, even when you have loved ones around. Sharing your sorrow with others who have experienced similar losses can help. To find a bereavement support group in your area, contact local hospitals, hospices, funeral homes, and counseling centers.
- **Talk to a therapist or grief counselor** – If your grief feels like too much to bear, call a mental health professional with experience in grief counseling. An experienced therapist can help you work through intense emotions and overcome obstacles to your grieving. Professional counselors in our Student Counseling Services are available Monday-Friday, 8:00 am to 5:00 pm. (330-941-3737)

Coping with grief and loss tip #2: Take care of yourself

When you're grieving, it's more important than ever to take care of yourself. The stress of a major loss can quickly deplete your energy and emotional reserves. Looking after your physical and emotional needs will help you get through this difficult time.

- **Face your feelings.** You can try to suppress your grief, but you can't avoid it forever. In order to heal, you have to acknowledge the pain. Trying to avoid feelings of sadness and loss only prolongs the grieving process. Unresolved grief can also lead to complications such as depression, anxiety, substance abuse, and health problems.
- **Express your feelings in a tangible or creative way.** Write about your loss in a journal. If you've lost a loved one, write a letter saying the things you never got to say; make a scrapbook or photo album celebrating the person's life; or get involved in a cause or organization that was important to them.
- **Look after your physical health.** The mind and body are connected. When you feel good physically, you'll also feel better emotionally. Combat stress and fatigue by getting enough sleep, eating right, and exercising. Don't use alcohol or drugs to numb the pain of grief or lift your mood artificially.
- **Don't let anyone tell you how to feel, and don't tell yourself how to feel either.** Your grief is your own, and no one else can tell you when it's time to "move on" or "get over it." Let yourself feel whatever you feel without embarrassment or judgment. It's okay to be angry, to yell at the heavens, to cry or not to cry. It's also okay to laugh, to find moments of joy, and to let go when you're ready.
- **Plan ahead for grief "triggers".** Anniversaries, holidays, and milestones can reawaken memories and feelings. Be prepared for an emotional wallop, and know that it's completely normal. If you're sharing a holiday or lifecycle event with other relatives, talk to them ahead of time about their expectations and agree on strategies to honor the person you loved.

When grief doesn't go away

If you aren't feeling better over time, or your grief is getting worse, it may be a sign that your grief has developed into a more serious problem, such as depression, especially if you are starting to have thoughts of death. Talk to a mental health professional right away

Student Counseling Services
330-941-3737
Kilcawley Center, 2110
ysu.edu/student-counseling-services

YSU Student Counseling Services

Taking Care of Your Emotional Health after a Difficult Event

Each positive action you take can help you feel better and more in control.

Tragedy can bring about significant stress. This is especially true if you have experienced a previous difficult event. The good news is that many people have experience coping with stressful life events and are naturally resilient—meaning we are designed to bounce back from difficult times. Here is some information on how to recognize your current feelings and tips for taking care of the emotional health of you, your family and your friends.

What you may be feeling now

When we experience a disaster or other stressful life event, we can have a variety of reactions. Many of these are common responses to difficult situations. These reactions can include:

- Feeling physically and mentally drained.
- Having difficulty making decisions or staying focused on topics.
- Feelings that are intense and unpredictable.
- Frustration occurring more quickly and more often.
- Arguing more with family and friends.
- Feeling tired, sad, numb, lonely or worried.
- Experiencing changes in your appetite or sleep patterns.
- Physical symptoms, such as headaches, nausea, or chest pain.

Most of these reactions are temporary and will go away over time. Try to accept whatever reactions you may have and take small steps toward recovery. Some suggestions are listed below.

How to Feel Better

- Take care of your safety. Find a safe place to stay and make sure your physical health needs and those of your family are addressed. Seek medical attention, if necessary.
- Eat healthy. During times of stress, try to maintain a balanced diet and drink plenty of water.
- Rest. With so much to do, it may be difficult to have enough time to rest or get adequate sleep. Giving your body and mind a break can boost your ability to cope with the stress you may be experiencing.
- Limit your exposure to the news. Repeatedly exposing yourself to upsetting photographs and videos can make it more difficult to recover.
- Stay connected with family and friends. Giving and getting support is one of the most important things you can do.
- Be patient with yourself and with those around you. Recognize that everyone is stressed and may need some time to put their feelings and thoughts in order. Journaling can be very helpful.
- Set priorities. Tackle tasks in small steps.
- Gather information about assistance and resources that will help you and your family members meet your disaster-related needs. →

- Stay positive. Remind yourself of how you've successfully gotten through difficult times in the past.
- Reach Out. Reach out when you need support, and help others when they need it.

If you still don't feel better ...

Many people have experience coping with stressful life events and typically feel better after a few days. Others find that their stress does not go away as quickly as they would like and it influences their relationships with their family, friends and others. If you find yourself or a loved one experiencing some of the feelings and reactions listed below for 2 weeks or longer, this may be a sign that you need to reach out for additional assistance.

- Crying spells or bursts of anger
- Difficulty eating
- Difficulty sleeping
- Losing interest in things
- Increased physical symptoms such as headaches or stomachaches
- Fatigue
- Feeling guilty, helpless or hopeless
- Avoiding family and friends

**For additional help, you can contact
Student Counseling Services @ 330-941-3737
Kilcawley Center, 2110**

Please seek immediate help if you or someone you know is feeling that life isn't worth living or if you are having thoughts of harming yourself or others. After business hours please call 330-941-3737 and press 1 after the message to be connected to a mental health professional.

You can also contact the National Suicide Prevention Life-line at 1-800-273-TALK (8255) or SuicidePreventionLifeline.org.

YOUNGSTOWN STATE UNIVERSITY



**Student
Counseling
Services**



**YOUNGSTOWN
STATE
UNIVERSITY**

RESOLUTION TO ACCEPT WYSU MEMBERSHIPS

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

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

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

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

**UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY**

| | | | | |
|---|------------|------------------|--|--|
| WYSU-FM Board Report | | | | |
| Fiscal Year 2021-2022 | | | | |
| July 1, 2021 - December 31, 2021 | | | | |
| | | | | |
| | | | | |
| Gifts \$1,000 - \$105,000 | 17 | \$39,503 | | |
| Gifts \$500 - \$999 | 26 | \$14,935 | | |
| Gifts Below \$500 | 779 | \$89,412 | | |
| | | | | |
| Total WYSU-FM | 822 | \$143,850 | | |
| | | | | |
| ** \$27,620 in Annual Fund Gifts to WYSU are not included in these totals. | | | | |

**UNIVERSITY MEMBERSHIPS
EXECUTIVE SUMMARY**

| | | | | |
|---|------------|------------------|--|--|
| WYSU-FM Board Report | | | | |
| Fiscal Year 2020-2021 | | | | |
| July 1,2020 -December 31, 2020 | | | | |
| | | | | |
| | | | | |
| Gifts \$1,000 - \$105,000 | 14 | \$124,962 | | |
| Gifts \$500 - \$999 | 21 | \$11,675 | | |
| Gifts Below \$500 | 800 | \$88,421 | | |
| | | | | |
| Total WYSU-FM | 835 | \$225,058 | | |
| | | | | |
| | | | | |
| ** \$13,522 in Annual Fund Gifts to WYSU are not included in these totals. | | | | |

YSUF Gift Processing Summary - Oct., 2021 - Dec., 2021 Vs. Oct., 2020 - Dec., 2020

| | <u>Total Oct., 2021 - Dec., 2021</u> | <u>Total Oct., 2020 - Dec., 2020</u> | <u>Difference 2021/2020</u> |
|---|--|--|-----------------------------|
| Development (New Gifts and New Pledges): | | | |
| YSU | \$969,673.91 | \$1,358,856.51 | -\$389,182.60 |
| YSUF | \$6,116,906.78 | \$3,741,184.41 | \$2,375,722.37 |
| Total Development (New Gifts and New Pledges) | \$7,086,580.69 | \$5,100,040.92 | \$1,986,539.77 |
| Planned Giving/Charitable Gift Annuities | \$501,391.83 | \$948,794.00 | -\$447,402.17 |
| Pledge Payments (For Pledges Currently or Previously Included as Development): | | | |
| YSU | \$1,866,922.47 | \$986,622.91 | \$880,299.56 |
| YSUF | \$3,456,563.11 | \$2,388,011.51 | \$1,068,551.60 |
| Total Pledge Payments | \$5,323,485.58 | \$3,374,634.42 | \$1,948,851.16 |
| Non-Gift Clearing - YSU | \$0.00 | \$0.00 | \$0.00 |
| Non-Gift Clearing - YSUF | \$0.00 | \$0.00 | \$0.00 |
| Number of New Gifts | 2,044 | 2,123 | -79 |
| Number of Pledges | 48 | 57 | -9 |
| Number of Payments | 165 | 194 | -29 |
| Number of Planned Gifts/Charitable Gift Annuities | 7 | 4 | 3 |
| Non-Gift Clearing | 0 | 0 | 0 |



Youngstown State University
**Division of Workforce
Education & Innovation**

Institutional Engagement Report
March 2, 2022



Active Awards and Projects

| Project Name | Funding Partner | Status | Project Total | Contract Date | Performance Period | Description |
|---|----------------------------|--------|---------------|---------------|--------------------|---|
| Community Workforce Initiatives | General Motors | Active | \$3.5M | 3/2021 | 2 years | Community Workforce Initiatives |
| Energy Storage Training and Innovation Center | General Motors | Active | \$1.5M | 3/2021 | 2 years | Energy Storage Training Center |
| Tech Prep* | State of Ohio/ODE | Active | \$20K | 10/2021 | 1 year | High School CCP/ITAG |
| Mahoning Valley Workforce Partnership* | State of Ohio/ODHE | Active | \$200K | 11/2021 | 1 year | Regional Workforce Coalition |
| Aerospace Defense Storefront* | NCDMM/America Makes | Active | \$300K | 10/2021 | 2 years | Siemens Expertise/Research Scientist |
| 5G Readiness Training Program* | State of Ohio/OWT | Active | \$180K | 10/2021 | 1 year | Broadband training program scholarships for YSU students |
| Energy Storage Workforce Study* | DOE/Oakridge National Labs | Active | \$750K | 11/2021 | 6 mo | National/regional energy storage workforce study to guide national training center concept. |
| Hybrid Manufacturing/Mazak | NCDMM/America Makes | Active | \$2.3M | 8/2021 | 1 year | Project to advance hybrid/additive mfg |
| RAPIDS 5* | State of Ohio/ODHE | Active | \$540k | 11/2021 | 1 year | State funds to procure equipment for YSU and CCTC's |
| Tech Cred Round 7 | State of Ohio | Active | \$10K | | 1 Year | Train the trainer grant funds (robotics) |
| State Funds 22/23 extension | State of Ohio | Active | \$1M | 6/2021 | 2 year | MVICC/ETC |
| Total Active Awards | | | \$10.3M | | | |

New and Pending Awards and Projects

| Project Name | Funding Partner | Status | Project Total | Contract Date | Performance Period | Description |
|--|-----------------|------------------|---------------|---------------|--------------------|--|
| Industry 4.0 Adoption in the SME Defense Supply Chain for Metal Castings | NCDMM/DLA/UNI | Contract Pending | \$3.7M | 2/2022 (est) | 1 year | Drive IoT adoption/commercialization across small and medium size businesses (Chicago to East Coast) |
| IMAP | OWT/ODHE | New | \$250k | 1/2022 | 1 year | Selected as one of 14 training providers to help Ohioans who are low income, partially unemployed, or totally unemployed participate in a training program and receive one or more technology-focused credential(s) for free.. |
| Total New Awards | | | \$250k | | | |
| Total Pending Awards | | | \$3.7M | | | |

Project Highlights

Mazak Hybrid Manufacturing Initiative

\$2.3M manufacturing research and development award from the Air Force Research Laboratory to create a hub-and-spoke consortium on hybrid manufacturing.

IMAP Training awarded to YSU

\$250k project to train low income, partially unemployed, or totally unemployed technology-focused credential(s) for free. Available credentials include Fanuc, Rockwell, Additive, Cisco, AWS, CompTIA and others found on slide 5.

5G Broadband Readiness Training

YSU received \$180k grant from ODHE/Governor's Office of Workforce Transformation to pilot a 5G Readiness Training program in Spring 2022. Full scholarships provided to YSU Students for this 80-hour program to prepare for careers in wireless and RF engineering to support Ohio's broadband infrastructure investment. Training created and delivered by Wireless Infrastructure Association.

UPDATE: All 25 seats have been filled

Dept of Energy – Energy Storage Workforce Study

DOE has commissioned YSU, Oakridge National Labs and Brite Energy Innovators to develop a regional and national roadmap of energy storage workforce needs and creation of a public/private model to create a national training and innovation center to help build a sustainable workforce model for this rapidly growing industry.

UPDATE: Regional Workshop slated for 2/24 with event showcase in planning phases for late May/Early June.

YSU Skills Accelerator

- On-demand, asynchronous learning
- Easy and affordable online access to a robust catalog of in-demand skills training and stackable industry credentials
- Stack and start credential model leveraging industry credentials to complement YSU degree programs
- "Earn and learn" on-ramps through pre-apprenticeship and YSU's US Dept of Labor registered apprenticeship program
- High school and college credit articulation of the IBM IT Pre-Apprenticeship program and Certified Manufacturing Associate.



- MyInnerGenius Career Interest Assessment
- IBM Enterprise Design Thinking Practitioner
- IBM Enterprise Design Thinking Co-Creator
- IBM Enterprise Design Thinking Team Essentials for AI
- IBM New Collar Professional Skills
- IBM Big Data Fundamentals
- IBM Data Science Foundations
- IBM Agile Explorer
- IBM Professional Skills: Present With Purpose
- IBM Professional Skills: Solving Problems with Critical and Creative Thinking
- IBM Working in a Digital World: Professional Skills
- IBM Blockchain Essentials
- IBM Build Your Own Chatbot
- IBM Job Application Essentials
- IBM IT Pre-Apprenticeship
- WIA TEC 5G Readiness Program | Fall 2021 at ETC
- YSU IT Project Manager Certificate | Coming Soon
- Certified Business Analysis Professional Certification Prep (CBAP)
- Professional in Business Analysis Certification Prep (PMI-PBA)
- AWS Certified Developer - Associate Certification Prep
- PMI Agile Certified Practitioner Certification Prep (PMI-ACP)
- AWS Certified DevOps Engineer - Professional Certification Prep
- CompTia Network+ Certification Prep
- CompTia Security+ Certification Prep
- Project Management Professional Certification Prep (PMP)
- AWS Certified Data Analytics - Specialty Certification Prep
- AWS Certified Cloud Practitioner Certification Prep
- AWS Certified Machine Learning - Specialty Certification Prep
- AWS Certified Security - Specialty Certification Prep
- AWS Certified Solutions Architect - Associate Certification Prep
- AWS Certified Solutions Architect - Professional Certification Prep

Program List

- Ethical Hacking Certification Prep (CEH)
- Cisco Certified Network Associate Certification-Prep (CCNA)
- Google Cloud Certified Professional Cloud Architect Certification Prep
- Google Cloud Certified Professional Data Engineer Certification Prep
- Google Cloud Professional DevOps Engineer Certification Prep
- Microsoft Azure Fundamentals Certification Prep
- Salesforce Certified Platform Developer I Certification Prep
- Salesforce Certified Community (Experience) Cloud Consultant Certification Prep
- Salesforce Certified Administrator Certification Prep
- Microsoft Power Platform Fundamentals Certification Prep
- Microsoft Power BI for Analysts
- Microsoft 365 Fundamentals Certification Prep (MS-900)
- Certified Associate, Java SE Developer
- YSU IT Foundations
- YSU IT Pre-Apprenticeship, IT Support (Coming Soon)
- YSU IT Pre-Apprenticeship, Software Engineer (Coming Soon)
- New Collar Network FDM 3D Master Printing Operator | C
- Certified Manufacturing Associate (CMfgA)
- YSU Advanced Manufacturing Foundations Pre-Apprenticeship
- Machining Essentials
- Machine Operator
- Engineering Essentials
- Engineering Technician
- Additive Manufacturing Essentials
- Additive Manufacturing Specialist
- YSU Master Additive Manufacturing Specialist
- Mechatronics Essentials
- Mechatronics Technician
- Electrical Production
- Automation Technician
- Electrical Technician
- Electrical Production
- Quality Technician Essentials



Advanced Manufacturing

Division of Workforce Education & Innovation

Business

Division of Workforce Education & Innovation

Information Technology

Division of Workforce Education & Innovation

Professional Skills

Division of Workforce Education & Innovation

Workforce Development

874 participants (***gain of 330 new since last reporting period**) registered in the online Skills Accelerator through formal affiliations established with:

- YSU Students
- Ultium Cells, LLC
- Campbell City Schools
- Core Civic
- East Palestine
- Flying High
- Insight PA Charter Schools
- NCUS
- Rtriad
- Urban City Codes
- Evanston Technology Partners
- General Enrollment

Education

1st year engineering students are conducting classes at ETC

3D Printing/Additive Manufacturing course at ETC. Synchronous starting March 14, asynchronous starting Feb 14. 6 week course.

5G Readiness training at ETC starting on Feb 14. 8 week course. 25 students enrolled.

ETC Fanuc and Rockwell courses slated to start late 2022 pending final equipment setup.

Research

DOE Energy Storage Workforce Study

- Regional workshop and ecosystem event to be held on 2/24.
- Major event showcasing the work in planning phases for late May/Early June.

Commercialization

****New** - Mazak hybrid machine is installed, operator hired and being trained. Project kick off.

Orientation Communications

| Accepted Student Experience | Congratulations! Generate excitement | Continue to influence decision to attend | Academic readiness | Students connect with other students | Students connect with campus | Students feel cared about | Students needs are met | | | Generate excitement about IGNITE | | |
|--|--|---|--|--|--|--|--|---------------------------------|--------------------------|----------------------------------|--------------------------|--------------|
| | | Targeted communication - majors, opportunities, value, etc. Accepted student days Generate excitement about Orientation | Understand importance of placement testing Communicate the purpose of Orientation Confirm or change major Course selection and registration | ZeeMee Orientation Continued contact with Orientation leader Post-Orientation day camps IGNITE Roommate assignments Dorm/floor connections | Orientation Post-Orientation day camps IGNITE Class find tours Welcome week Student organizations Student employment | Orientation Advising Financial Aid Bursar | Parking Textbooks Banking Accept financial aid Sign Master Promissory note/loan counseling Sign up for payment plan ID Move-in information Student employment Technology Parking | | | | | |
| Accepted Parent Experience | Cost/ability to pay | Value of degree - employment after college | Safety of campus | Wellness, mental health | Caring/concern of staff | Course selection and registration | Financial aid processes | Billing processes, payment plan | Students needs are met | | | |
| YSU processes for accepted students | Acceptance letter and certificate - mail | Placement testing information - mail | Orientation brochure - mail | Reminder to sign up for Orientation - VZ email | Orientation confirmation - VZ email | Orientation reminder - phone call | Orientation | Orientation survey | PNC Bank postcard - mail | Attend IGNITE | Class find tour optional | Welcome Week |
| Processes for parents of accepted students | | | | | | | Orientation | | | | | |

Admissions Communications

| | January | February | March | April | May | June | July | August |
|-----------------------------------|---------|----------|-------|------------|------------|------------|------------|------------|
| Daily Campus Visits | | | | | | | | |
| Mention orientation register | X | X | X | X | X | X | X | X |
| Accept letter | | | | | | | | |
| Registration open | X | X | X | X | X | X | X | X |
| Penguin Preview Day | | | | | | | | |
| Accepted student session/WATTS | | X | | | | X | | |
| Experience Y Days | | | | | | | | |
| Next Steps/FYSS at event | | | X | X | | | | |
| Postcard | | | | | | | | |
| General register | | X | X | X | X | | | |
| Parent - general register | | X | X | X | X | | | |
| Confirmation - reminder | | | X | | X | X | X | X |
| Email | | | | | | | | |
| General register | | | | | | | | |
| Parent email | | X | X | X | X | X | X | X |
| No show | | | | | | X | X | X |
| Next Step emails | | X | X | X | X | X | X | X |
| Texts | | | | | | | | |
| Register text | | | | Every Week | Every Week | Every Week | Every Week | Every Week |
| High School transcript | | | | | | X | X | X |
| No Show - reschedule | | | | | | X | X | X |
| Phone Calls by Ambassadors | | | | | | | | |
| Register | | | | | X | X | X | X |

INTEGRATED MARKETING & ENROLLMENT YIELD STRATEGY

March 2022



Inspiring individuals, enhancing futures, enriching lives.

Applicant

Completed Applications

Admitted

Admitted & Scheduled for Orientation

Admitted & Attended Orientation

Attended Orientation & Enrolled 14th day

Increasingly focused on high-yield applicants

An Opportunity

An Opportunity

**Objective:
Increase to
97% Yield**

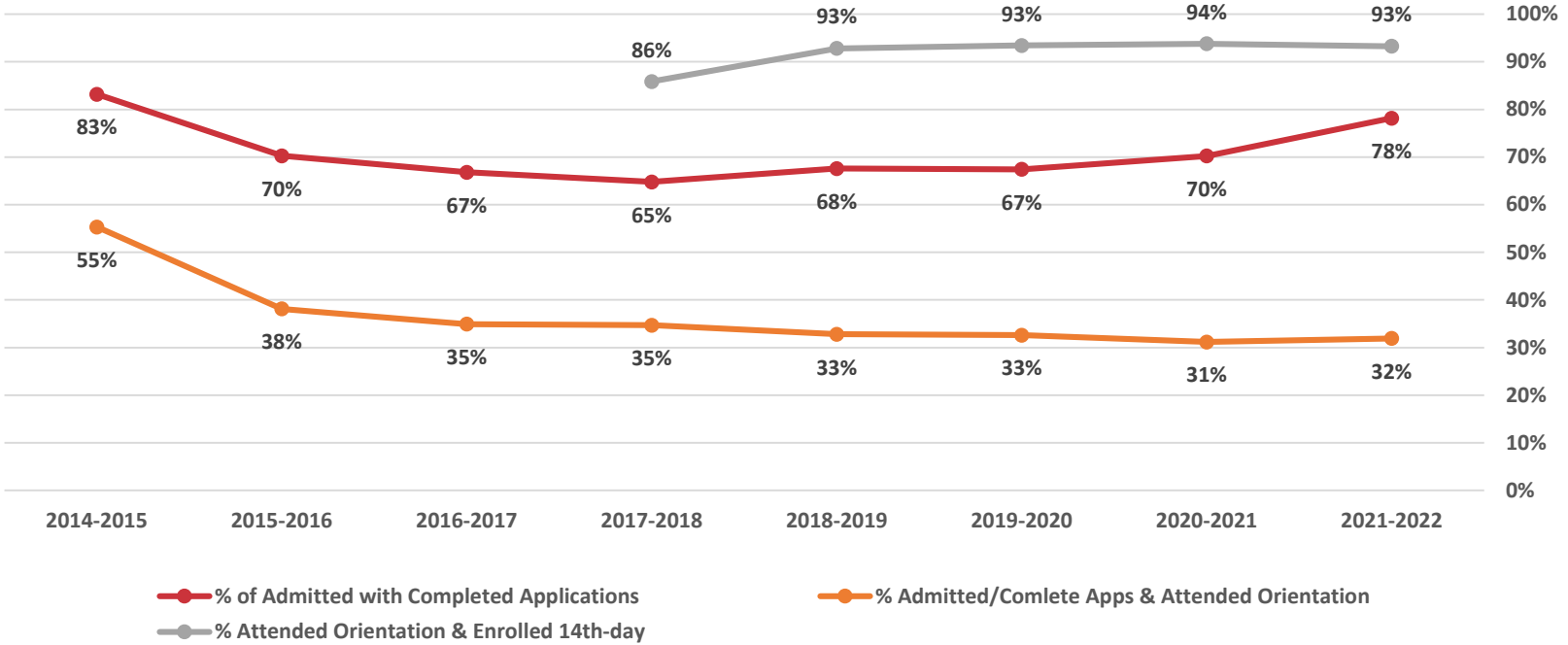
93% Yield



- Enrollment Optimization Team
- Bursar
- Admissions/Financial Aid
- Orientation
- Registrar
- Student Success
- Resch Ctr Stud Success
- Office Career Services
- Marketing/Communications (ZeeMee)
- Academic Affairs
- Department Chair
- Faculty member
- Student
- Penguin Service Center



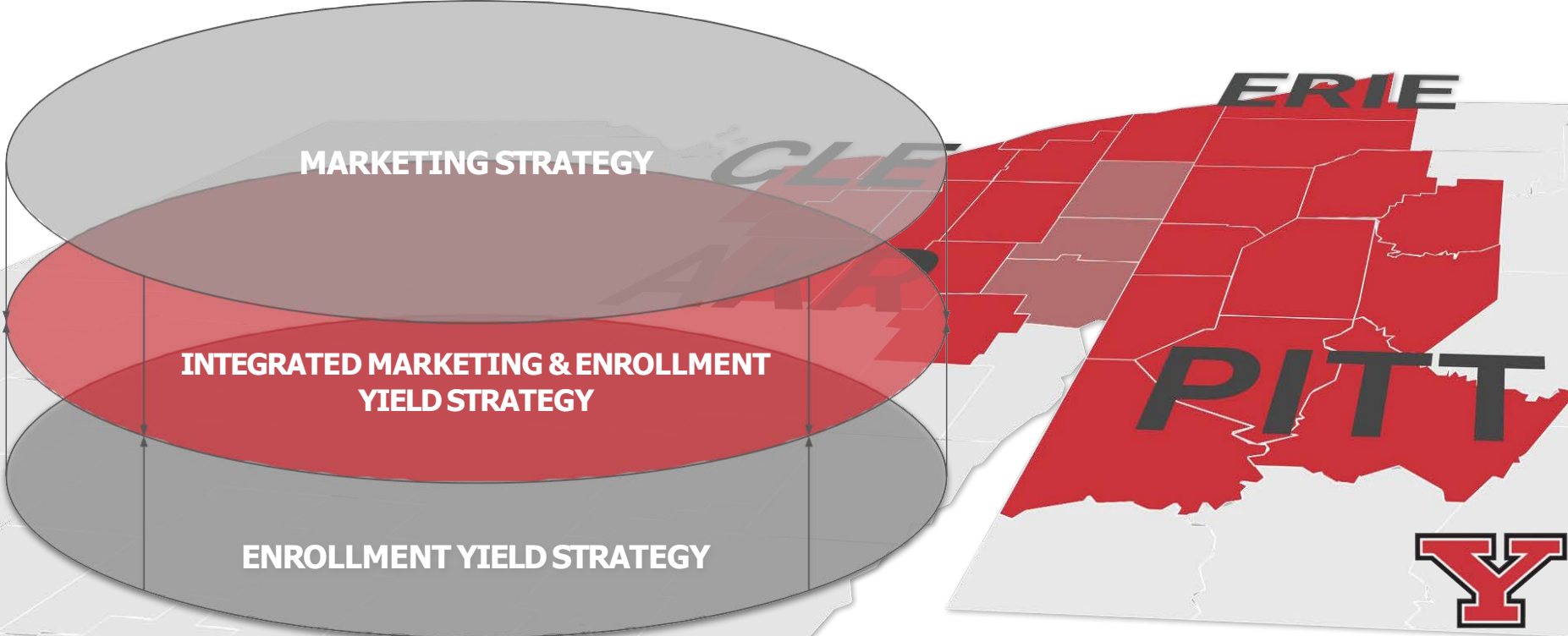
Critical Enrollment Yield Opportunities



| | %Admitted & Attended Orientation | #Attended Orientation | #Yielded to Orientation Achieving Various Yield Outcomes | # Yielded from Orientation (93%) @ \$9,000/yr (1-yr) |
|---|--|--------------------------|---|--|
| Fall 2021 | 32% | 1,680 | | |
| 7-y Average | 34% | 1,790 | 110 | \$920,700 |
| 7-y High | 38% | 2,001 | 321 | \$2,684,259 |
| 5,265 admitted with complete applications | | | | |



INTEGRATED MARKETING & ENROLLMENT YIELD STRATEGY



- Name Buys
- Student Search
- Direct Mail
- Billboards
- Radio
- Television
- Digital Media
- Social Media
- OTT

AWARENESS

- Paid Search (PPC)
- Social Media Ads
- Display Retargeting
- OTT
- Referral Strategy
- Search Engine Optimization
- Conversion Rate Optimization

CONSIDERATION

- Awareness Training
- CRM Utilization
- Enrollment Process Optimization
- College Marketing

YIELD

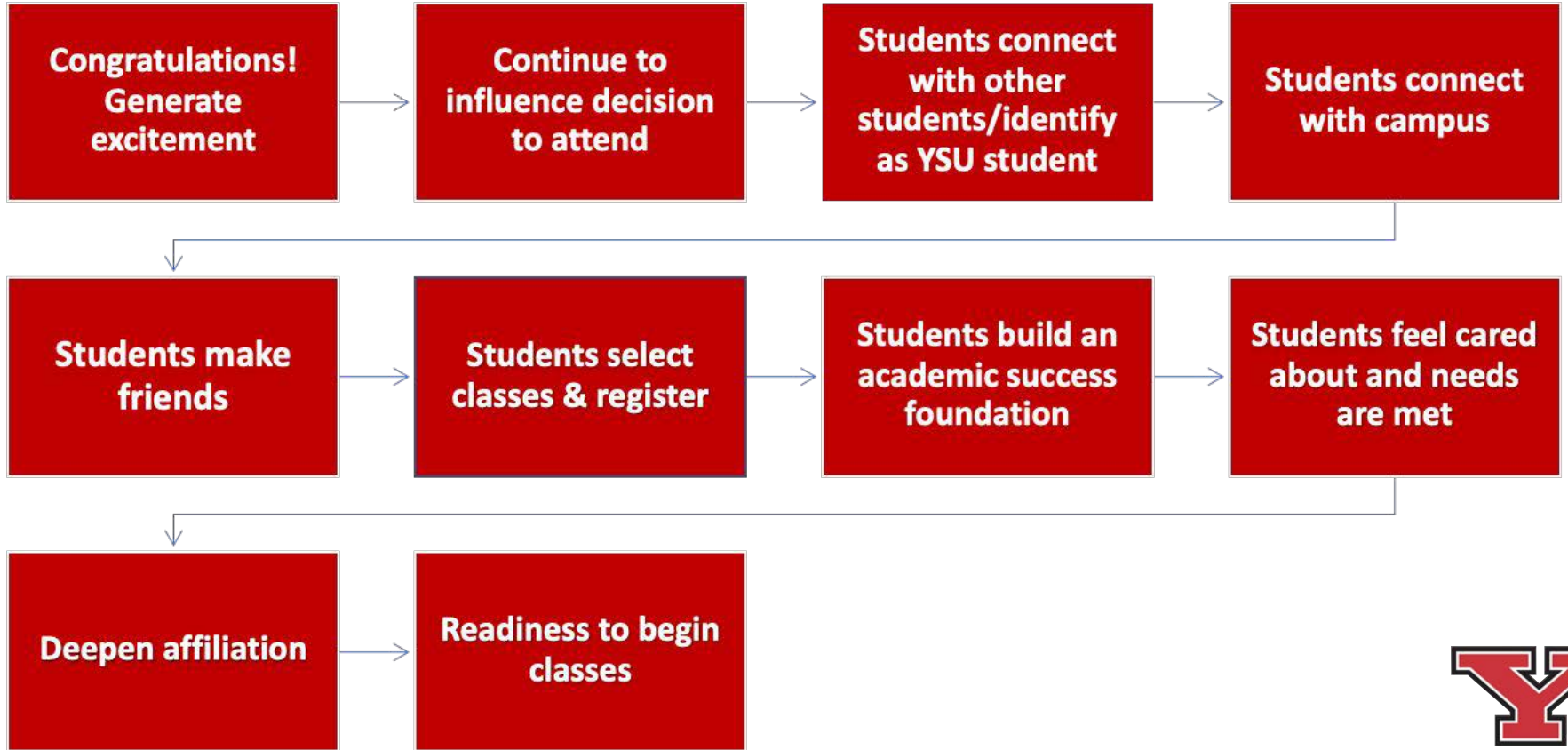


GREATEST OPPORTUNITY FOR GROWTH

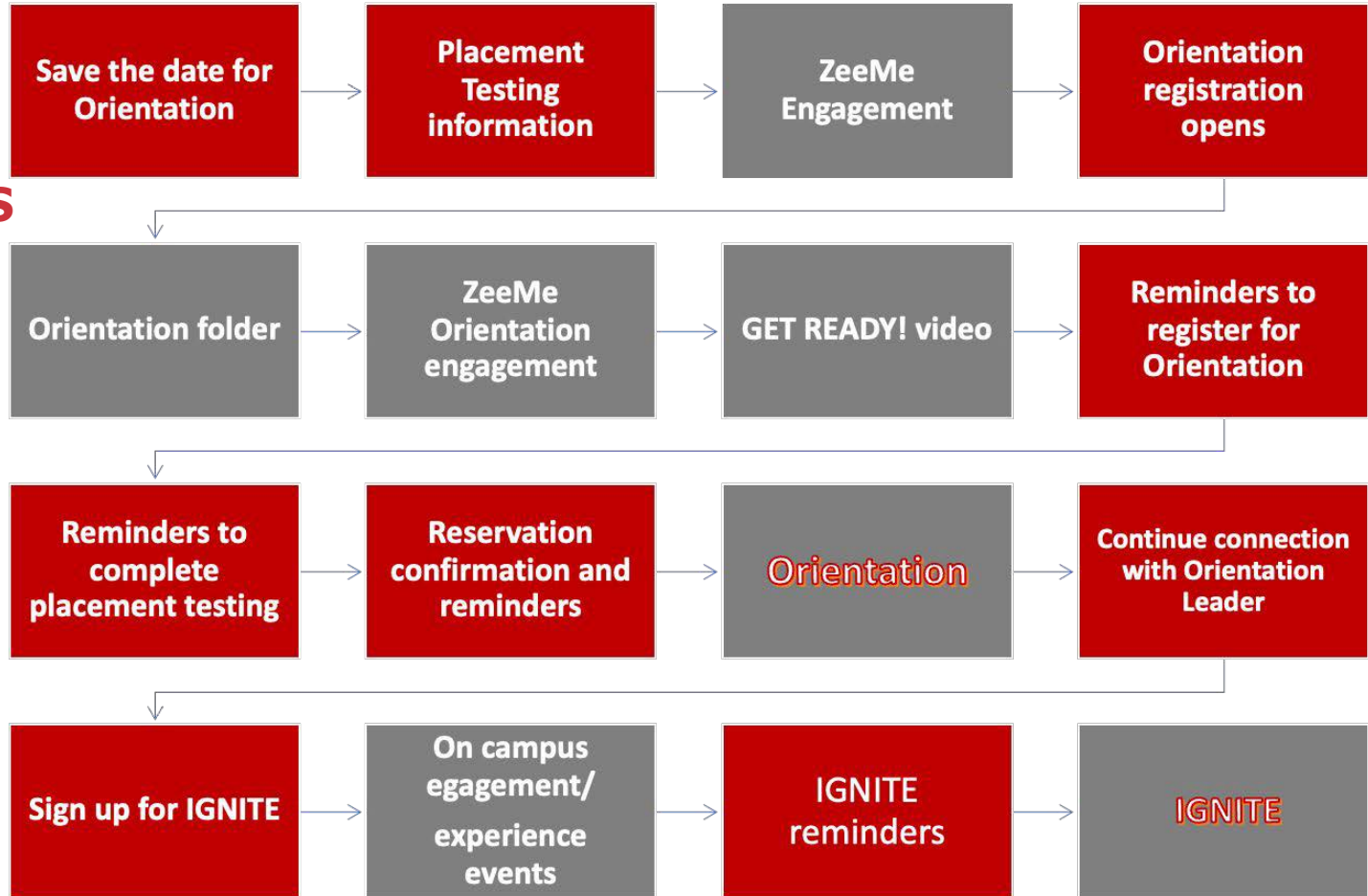
ENROLLMENT



DESIGNING THE **ACCEPTED STUDENT** EXPERIENCE



THE INTEGRATED MARKETING AND COMMUNICATIONS STRATEGY



DESIGNING THE PARENT EXPERIENCE





WELCOME *Students*
YOUNGSTOWN STATE UNIVERSITY
ORIENTATION PROGRAM



YOUNGSTOWN STATE UNIVERSITY
 One University Plaza | Youngstown, Ohio 44555

Welcome to the
YSU family!



ORIENTATION 2022

YOUNGSTOWN STATE UNIVERSITY
ORIENTATION
 PARENT PROGRAM

Welcome to the *YSU family!*

We have planned a special program for parents (or whoever is accompanying the student in their place). We'd like to spend the day with you while students are with their Orientation Teams. We'll make sure you know what to expect for your student's first year, and answer all your questions.

- ✓ **Interact with staff** who play a key role in student success at YSU, including the Dean of Students, Associate Provost for Student Success, Director of First Year Student Services, Dean of the Honors College, and Financial Aid counselors.
- ✓ Learn what you need to know about **financial aid** at key points throughout your student's first year at YSU.
- ✓ Understand the **ins and outs of YSU's tuition bill**, learn how to access the bill online, and learn about payment plan options and important dates.
- ✓ Learn about all the ways **YSU keeps students safe**.
- ✓ Find out about **medical, counseling, and other wellness services** available to students.
- ✓ Enjoy a buffet style, all-you-can-eat lunch with YSU staff and administrators in Christman Dining Hall - on us, of course.
- ✓ Find out about **academic advising** and other student success resources, and visit offices on campus to ask questions or take care of unfinished business.
- ✓ Each student is able to bring any two guests they'd like, but students will be spending the day with their Orientation Teams, not their guests. We do not have any activities or other than parents or guardians.



YOUNGSTOWN STATE UNIVERSITY FIRST-YEAR STUDENT ORIENTATION PROGRAM

Welcome to **YSU!**

Orientation is a tradition at YSU AND your first official day as a student. During Orientation, you will have a variety of experiences; some will help you break the ice and meet your first new YSU friends while others will help you select and register for your first semester classes. All together it's both a fun and informative day and we can't wait to see you here!

Here's what you can look forward to!

- ✓ Spend the majority of the day with your own **Orientation Team**. Your team is made up of students from a variety of majors and led by a YSU student - your Orientation Leader - who will guide you through the day.
- ✓ Meet one-on-one with an **academic advisor** and register for Fall classes (see the advisor page for details). Students will have Orientation with their Fall schedule.
- ✓ Experience what it's like to be a student at YSU as you eat back on campus in the **YSU Food Court** and take over the Student Center for a day.
- ✓ Get your **YSU ID picture** taken and your ID.
- ✓ Participate in your first YSU tradition when you **Paint the Rock** with your Orientation Team.

ACADEMIC ADVISING & COURSE REGISTRATION

You will spend a good part of your Orientation session getting ready to start classes in the fall. You'll meet with an academic advisor, a professional on campus dedicated to ensuring you complete the requirements for your selected majors. This advisor will ensure the requirements for your major and recommend courses to take in your first semester. Directly following that conversation, you will register for your classes. You will get to select the dates and times of the classes you take.

Below is a brief overview of what you can expect.

COURSE REGISTRATION AND ADVISING PREP
 You and your team will meet with your Orientation Leader before you meet with an academic advisor. In this session, you will learn how to use your browser on how to log into your schedule together and more.

ACADEMIC ADVISING
 Following the course registration and Advising Prep session you will meet individually with an academic advisor who will talk with you about your chosen major, what you need to take to graduate in a timely manner, what classes you should take in your first semester. Advisors will answer questions, talk with you about any concerns you have, and make sure you have all the information you need to create your schedule for the semester.

COURSE REGISTRATION
 Following your individual advising appointment, you will meet back up with your Orientation Team to register for classes. You will log in to the registration website and register for classes. Don't worry, Orientation Leaders and advisors will be on hand to guide you. You will have Orientation registered for your first semester!

Advising and Course Registration Checklist

- ✓ Make sure you have taken any required placement tests. You should have received detailed instructions in the mail regarding placement testing. If you did not or if you have any questions, don't hesitate to contact the Testing Center at testing@ysu.edu. The academic advisor you meet at Orientation will need your placement results before helping you select your fall courses.
- ✓ Make sure to have your official high school transcript sent to the Admission Office at YSU.
- ✓ If you have taken college classes somewhere other than YSU, make sure to have your official transcript from that college or university sent to the Admission Office at YSU. This includes CDP and other dual enrollment programs. Academic advisors need this information when helping you select your classes.
- ✓ Be sure to tell the academic advisor of any AP tests you have taken or plan to take.

IMPORTANT NOTES

- 1 PLAN TO HAVE FUN
- 2 PREPARE FOR THE WEATHER (Light layers, umbrellas, etc.)
- 3 WEAR COMFORTABLE SHOES

WE'RE HERE TO HELP!

- Admissions**
 330.941.2000
financialaid@ysu.edu
- First Year Student Services**
 330.941.2131
firstyear@ysu.edu
- Honors College**
 330.941.2772
- IT Service Desk**
 330.941.1595
- Penguin Service Center**
 330.941.6000
onestop@ysu.edu
- Strong Start**
 330.941.3538
rasci@ysu.edu
- University Bursar**
 330.941.3133



The OFFICE OF FIRST YEAR STUDENT SERVICES is your one-stop for everything Orientation.

Please contact us if you have any questions!
 330-941-2131
orientation@ysu.edu

Watch your email for Orientation reminders. We'll see you soon!

Youngstown State University does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity and/or expression, disability, age, religion or ancestry in its programs or activities. Please visit www.ysu.edu/commitmenttoexcellence for policies regarding nondiscrimination and diversity.

GAINING MARKET SHARE

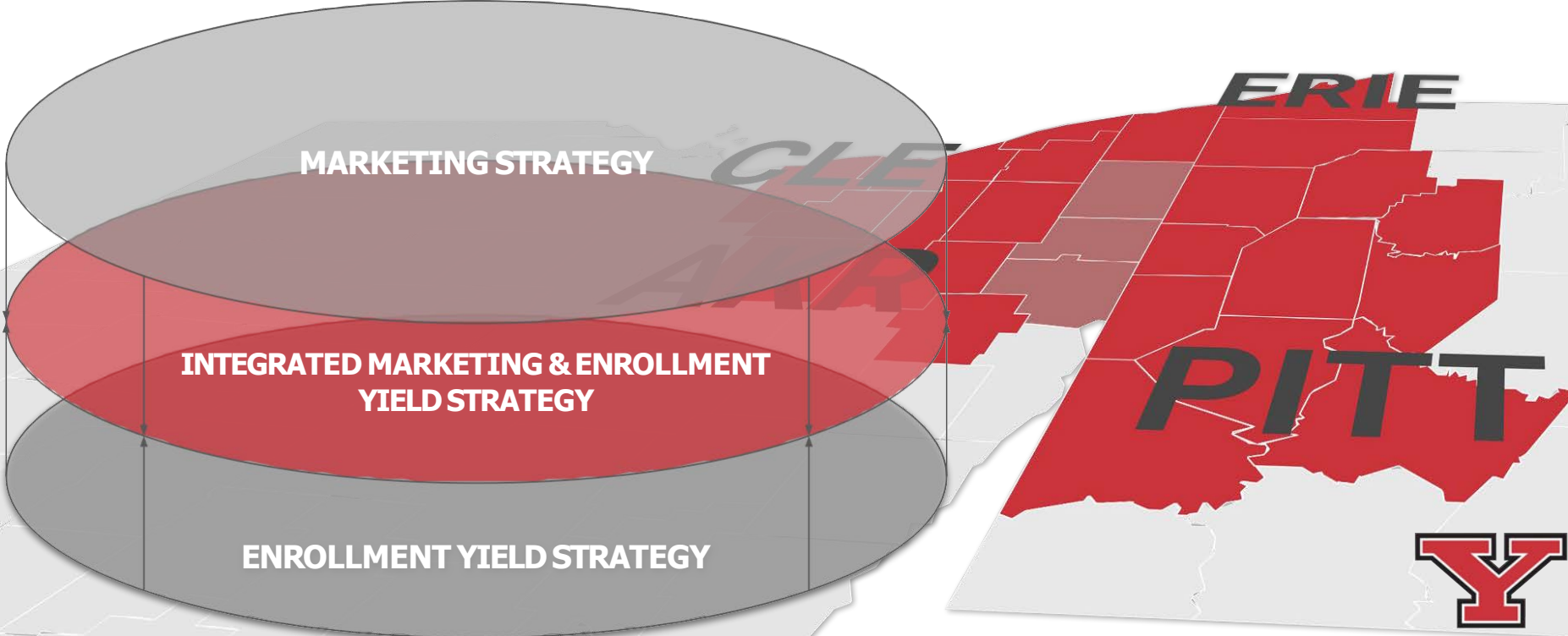
40 Million

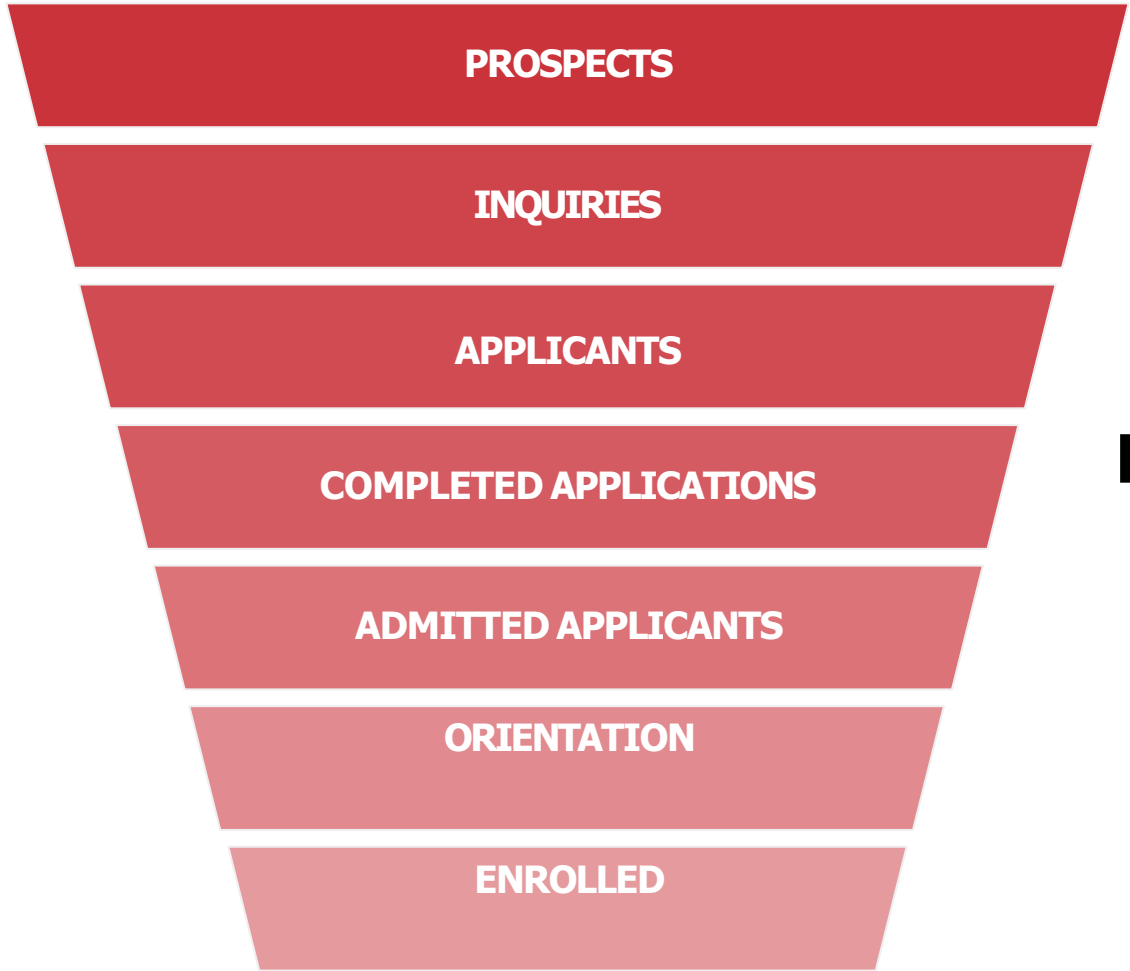
IMPRESSIONS

June '21- Feb '22



INTEGRATED MARKETING & ENROLLMENT YIELD STRATEGY





PROSPECT TO YIELD FUNNEL







**YOUNGSTOWN
STATE UNIVERSITY**

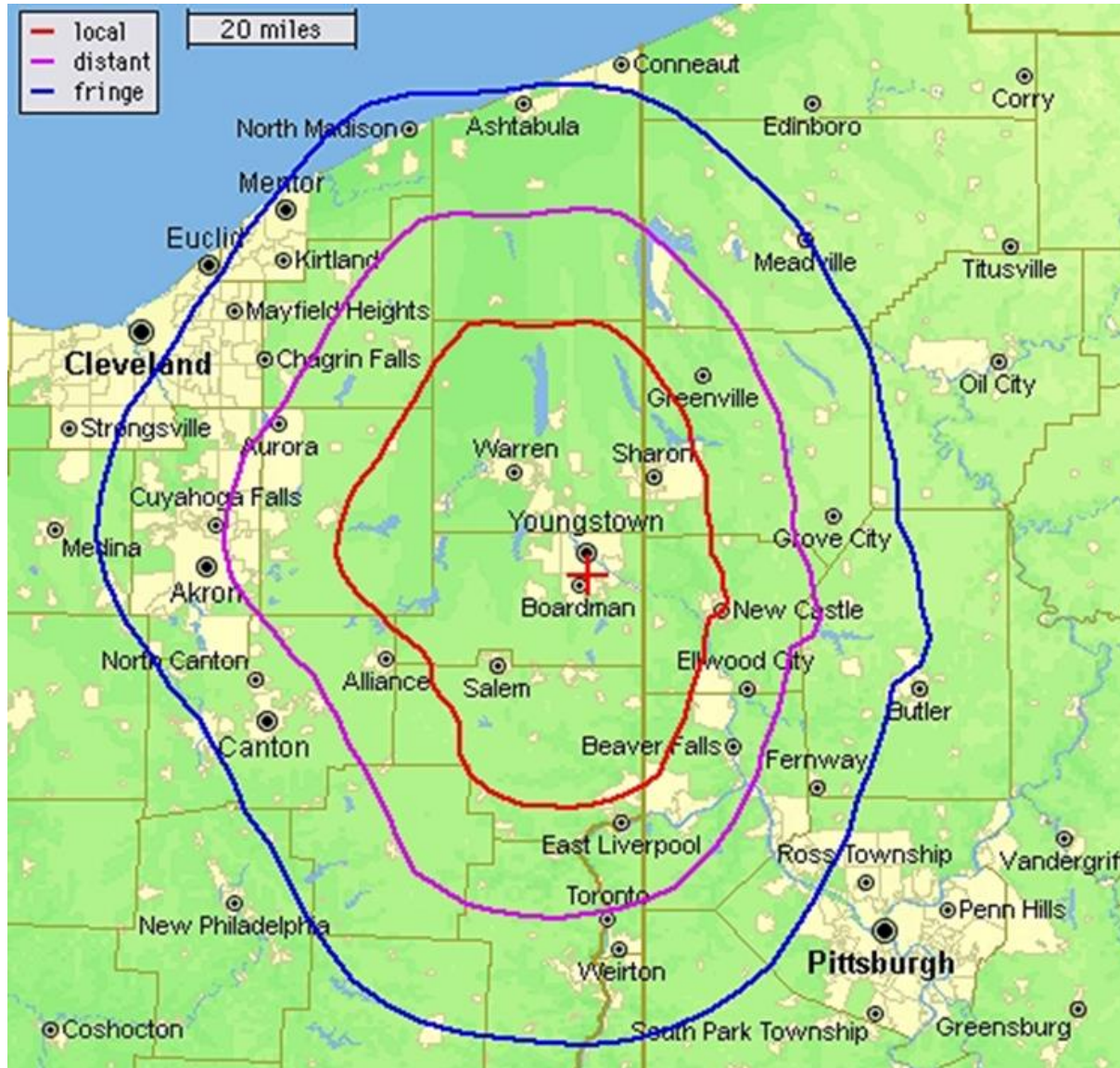
WYSU-FM

About WYSU

WYSU Mission Statement

- WYSU-FM is non-commercial, community-based public radio, which has built a reputation since 1969 as the region's leading source for quality programming for the intellectually curious. Its mission to provide trusted, in-depth news; engaging conversation on important issues; and music that stimulates the mind and spirit, has earned it the reputation for being a cultural and intellectual resource for this area.

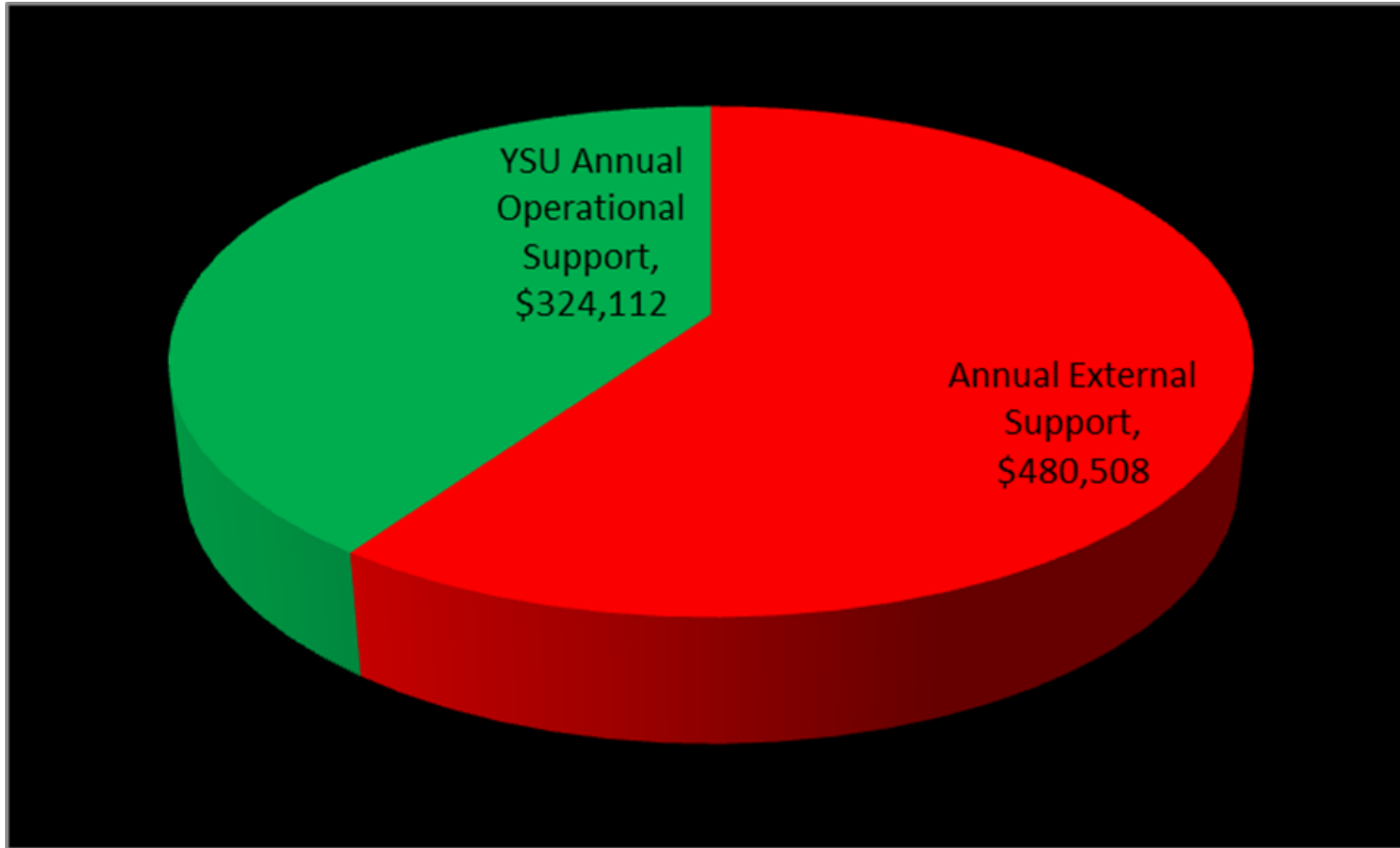
WYSU Coverage Area



WYSU: FY2021 Funding Sources

- **\$324,112 – YSU Annual Operational Support (40.3%)**
- **\$247,062 – WYSU members**
- **\$81,539 – Underwriting**
- **\$120,557 – The Corporation for Public Broadcasting**
- **\$31,350 – The State of Ohio**
- **\$480,508 – Annual External Support (59.7%)**
- **\$166,757 – One-time Federal Covid Funds**
- **\$111,678 – Private Gifts in FY2021**

WYSU: FY2021 Funding Chart



Ohio Public Radio Stations

FY2021 Total Operating Budgets & Staffing

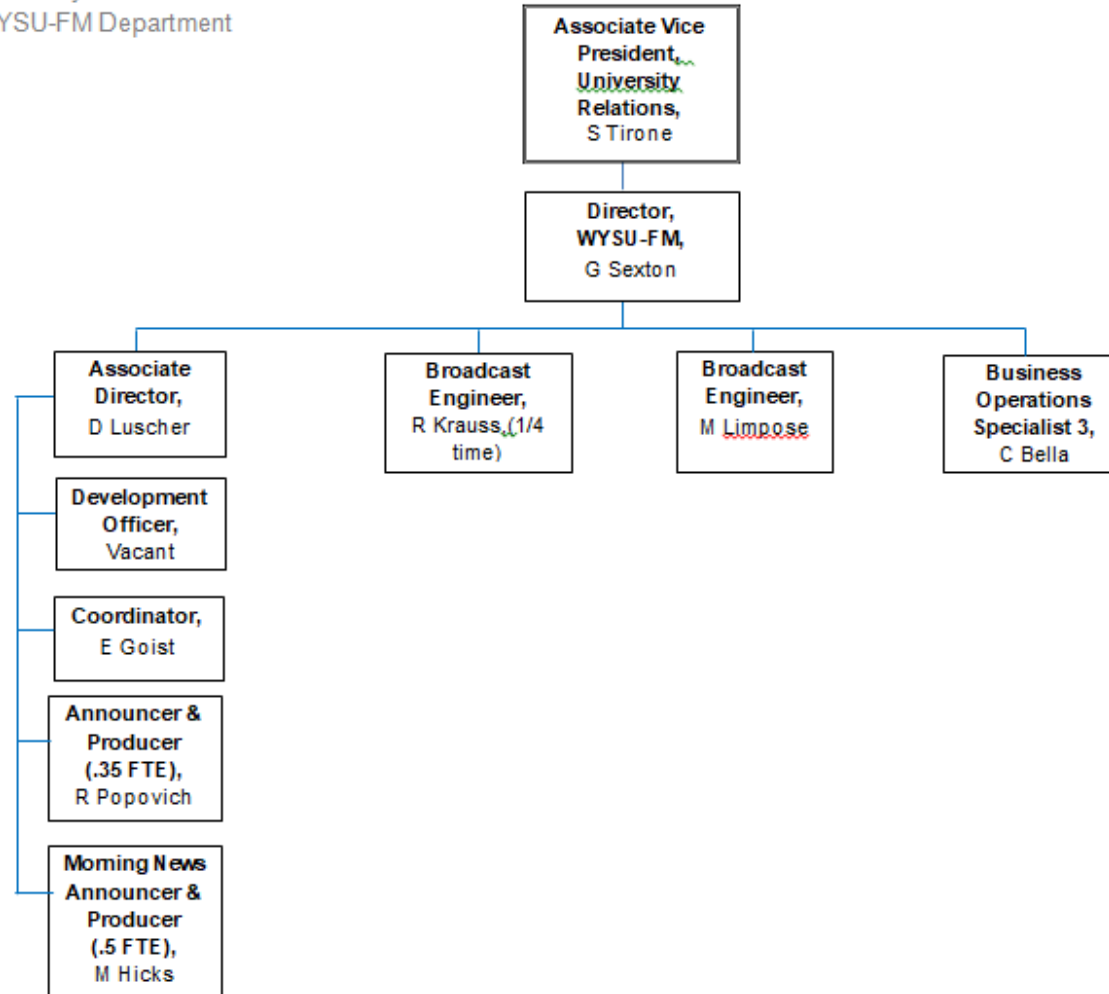
| | | | |
|-----------|-----------------------------|-------------|----------------------------------|
| • WGUC-FM | Cincinnati Classical Public | \$7,500,000 | 47 |
| • WCPN-FM | Ideastream | \$6,940,303 | 91 |
| • WOSU-FM | The Ohio State University | \$6,122,374 | 22 |
| • WOUB-FM | Ohio University | \$5,453,689 | 33 |
| • WKSU-FM | Kent State University | \$3,911,435 | (now part of Ideastream in FY22) |
| • WYSO-FM | Antioch College Corporation | \$2,479,103 | 21 |
| • WDPR-FM | Dayton Public Radio, Inc. | \$1,139,042 | 12 |
| • WCBE-FM | Columbus Public Schools | \$1,337,396 | 11 |
| • WGTE-FM | Toledo Public Broadcasting | \$1,263,500 | 25 |
| • WYSU-FM | Youngstown State University | \$988,132 | 5 |
| • WCSU-FM | Central State University | \$185,241 | 4 |

WYSU Organizational Chart

Youngstown State University

President's Division

- University Relations
- WYSU-FM Department



Updated 2-23-2022

WYSU Audience Profile

WYSU Weekly Audience

- 25,000 – 30,000

Audience Time Spent Listening

- 8.4 hours per week total audience
- 13 hours per week core audience

Demographics

- 52% Women
- 48% Men
- 87% Age 35+
- 62% Age 54+

The majority of listeners are located in Mahoning, Trumbull, Lawrence, and Columbiana counties.

52% of listeners are college graduates, significantly above local, state, and country percentages.





Individual Microcredential Assistance Program

Husted Announces Next Round of IMAP Training Provider Awards

Ohio Lt. Governor Jon Husted, Director of the Governor's Office of Workforce Transformation, today announced that 14 training providers located throughout the state will receive a total of **\$2.93 million** in awards to support **2,336 credentials** through the [Individual Microcredential Assistance Program \(IMAP\)](#). This is the second round of the initiative, which helps Ohioans who are low income, partially unemployed, or totally unemployed participate in a training program and receive one or more technology-focused credential(s) for free.

The selected training providers, which include four-year universities, career centers, and private businesses, will be reimbursed up to \$3,000 for each completed technology-focused credential issued.

"IMAP gives individuals the opportunity to earn in-demand, technology skills so they can get higher-paying jobs in a very short amount of time," said Lt. Governor Husted. "Ohio businesses across all industries need to compete in today's economy, and this program provides them a pipeline of ready-to-go talent."

A variety of credential pathways that align with specific job opportunities will be available for individuals including IT Support Specialist, IT Security Associate, IT Networks Specialist, Data Analyst, Web Developer, UX/UI Designer, Robotic Technician, Digital Marketing Specialist, Cloud Engineer, and more. Training will be offered in-person and online, allowing Ohioans to take advantage of IMAP from anywhere in the state.

Awarded training providers include:

- Global Lynx, Inc.
- MAX Technical Training, Inc.
- Miami University
- My Career IT LLC
- National Center for Urban Solutions
- Ohio University

- Portage Lakes Career Center
- Scioto County Career Technical Center
- Shawnee State University
- South-Western City School District
- Strategic Leadership Solutions LLC
- University of Cincinnati
- WE CAN CODE IT, LLC
- Youngstown State University

“Ohio is on the move, and we need more people skilled in high-tech jobs to keep the momentum going,” said Lydia Mihalik, director of the Ohio Department of Development. “These credentials will mean better jobs and more pay for workers.”

Ohio has invested more than \$5 million in IMAP over the last two years. The first round of IMAP awarded 11 training providers just under \$2.22 million in September of 2020.

Individuals interested in earning a credential or learning more about the program can visit the recently updated IMAP website at: Workforce.Ohio.gov/IMAP.

**YOUNGSTOWN STATE UNIVERSITY
PRELIMINARY ENROLLMENT SUMMARY
14TH DAY**

HEADCOUNT STATISTICS

| | Spring 2020 | | | Spring 2021 | | | Spring 2022 | | | % PREVIOUS YEAR | 3-Year Average |
|--|---------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|-----------------|----------------|
| | Undergrad | Grad | TOTAL | Undergrad | Grad | TOTAL | Undergrad | Grad | TOTAL | | |
| Beeghly College of Lib Arts, Soc Sci & Educ. | 2,600 | 353 | 2,953 | 2,093 | 464 | 2,557 | 2,037 | 570 | 2,607 | 102.0 | 2,706 |
| Bitonte College of Health & Human Svc. | 2,567 | 424 | 2,991 | 2,426 | 508 | 2,934 | 2,089 | 650 | 2,739 | 93.4 | 2,888 |
| Cliffe College of Creative Arts | 457 | 28 | 485 | 435 | 24 | 459 | 410 | 18 | 428 | 93.2 | 457 |
| Science, Technology, Engineering & Math | 2,810 | 152 | 2,962 | 2,740 | 138 | 2,878 | 2,349 | 163 | 2,512 | 87.3 | 2,784 |
| Williamson College of Business Administration | 1,574 | 175 | 1,749 | 1,546 | 407 | 1,953 | 1,486 | 553 | 2,039 | 104.4 | 1,914 |
| Student Success | 201 | | 201 | 274 | | 274 | 264 | | 264 | 96.4 | 246 |
| College of Graduate Studies~ | | 10 | 10 | | 13 | 13 | | 8 | 8 | 61.5 | 10 |
| University Total | 10,209 | 1,142 | 11,351 | 9,514 | 1,554 | 11,068 | 8,635 | 1,962 | 10,597 | 95.7 | 11,005 |
| All terms reflect the 2020-2021 college reorganizations. | | | | | | | | | | | |
| | Men | Women | TOTAL | Men | Women | TOTAL | Men | Women | TOTAL | | |
| First-Time Undergraduates¹ | 42 | 27 | 69 | 25 | 27 | 52 | 53 | 46 | 99 | 190.4 | 73 |
| Freshmen | 805 | 898 | 1,703 | 686 | 756 | 1,442 | 630 | 694 | 1,324 | 91.8 | 1,490 |
| Sophomore | 987 | 1,112 | 2,099 | 831 | 960 | 1,791 | 742 | 883 | 1,625 | 90.7 | 1,838 |
| Junior | 888 | 1,043 | 1,931 | 824 | 1,006 | 1,830 | 782 | 924 | 1,706 | 93.2 | 1,822 |
| Senior | 1,386 | 1,662 | 3,048 | 1,359 | 1,681 | 3,040 | 1,209 | 1,570 | 2,779 | 91.4 | 2,956 |
| *Not Classified Undergraduates | 523 | 836 | 1,359 | 500 | 859 | 1,359 | 419 | 683 | 1,102 | 81.1 | 1,273 |
| Undergraduate Total | 4,631 | 5,578 | 10,209 | 4,225 | 5,289 | 9,514 | 3,835 | 4,800 | 8,635 | 90.8 | 9,453 |
| Graduate | 328 | 601 | 929 | 475 | 872 | 1,347 | 581 | 1,110 | 1,691 | 125.5 | 1,322 |
| *Grads with <= 34 Semester Hours Completed | 10 | 24 | 34 | 9 | 12 | 21 | 5 | 9 | 14 | 66.7 | 23 |
| *Grads > than 34 Semester Hours Completed | 0 | 0 | 0 | 1 | 2 | 3 | 0 | 1 | 1 | 33.3 | 1 |
| Professional | 50 | 48 | 98 | 47 | 63 | 110 | 51 | 93 | 144 | 130.9 | 117 |
| Doctorate | 39 | 42 | 81 | 32 | 41 | 73 | 42 | 70 | 112 | 153.4 | 89 |
| Graduate~ Total | 427 | 715 | 1,142 | 564 | 990 | 1,554 | 679 | 1,283 | 1,962 | 126.3 | 1,553 |
| University Total | 5,058 | 6,293 | 11,351 | 4,789 | 6,279 | 11,068 | 4,514 | 6,083 | 10,597 | 95.7 | 11,005 |
| YSU's Full-Time-Equivalent (FTE) | ----- | | 9,326 | ----- | | 8,867 | ----- | | 8,360 | 94.3 | 8,851 |

* These students have no immediate degree goal.

YSU's Full-Time-Equivalent (FTE) = Student credit hours divided by 15.

~ College of Graduate Studies enrollment data is not complete until the end of the term due to irregular registration periods necessary for processing workshops and flexibly scheduled course enrollments.

¹ First-Time Undergraduates in this section reflect degree-seeking students enrolled in higher education for the first time after high school graduation.

RESIDENCY AND STUDENT LOAD

| | Spring 2020 | | | Spring 2021 | | | Spring 2022 | | | % PREVIOUS YEAR | 3-Year Average |
|---------------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|-----------------|----------------|
| | Full-Time | Part-Time | TOTAL | Full-Time* | Part-Time | TOTAL | Full-Time | Part-Time | TOTAL | | |
| In State~ | 7,008 | 2,466 | 9,474 | 6,754 | 2,453 | 9,207 | 6,534 | 2,141 | 8,675 | 94.2 | 9,119 |
| Out of State | 1,687 | 190 | 1,877 | 1,652 | 209 | 1,861 | 1,692 | 230 | 1,922 | 103.3 | 1,887 |
| Total | 8,695 | 2,656 | 11,351 | 8,406 | 2,662 | 11,068 | 8,226 | 2,371 | 10,597 | 95.7 | 11,005 |
| % | 76.6 | 23.4 | 100 | 75.9 | 24.1 | 100 | 77.6 | 22.4 | 100 | | |

*Full-Time Graduates = graduate students enrolled for 6 or more credit hours (prior to Fall 2019, 9 or more credit hours); Undergraduates = undergraduates students enrolled for 12 or more credit hours.

~ Includes Forever Buckeye, out-of-state students who are charged in-state tuition rates.

YOUNGSTOWN STATE UNIVERSITY
PRELIMINARY ENROLLMENT SUMMARY
14TH DAY

STUDENT ADMISSION STATUS

| | Spring 2020 | | | Spring 2021 | | | Spring 2022 | | | % PREVIOUS YEAR | 3-Year Average |
|--|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|-----------------|----------------|
| | Men | Women | TOTAL | Men | Women | TOTAL | Men | Women | TOTAL | | |
| Undergraduate | | | | | | | | | | | |
| Continuing | 3,893 | 4,515 | 8,408 | 3,571 | 4,267 | 7,838 | 3,220 | 3,931 | 7,151 | 91.2 | 7,799 |
| First Time in College after HS Graduation ² | 42 | 27 | 69 | 25 | 27 | 52 | 53 | 46 | 99 | 190.4 | 73 |
| Former Transfer | 10 | 16 | 26 | 7 | 8 | 15 | 11 | 10 | 21 | 140.0 | 21 |
| High School (CCP + Early College) | 523 | 839 | 1,362 | 497 | 852 | 1,349 | 411 | 674 | 1,085 | 80.4 | 1,265 |
| New Transfer | 92 | 110 | 202 | 69 | 78 | 147 | 83 | 92 | 175 | 119.0 | 175 |
| Non-Matriculation | 2 | 6 | 8 | 2 | 2 | 4 | 4 | 2 | 6 | 150.0 | 6 |
| Readmitted (Former YSU) | 50 | 50 | 100 | 45 | 46 | 91 | 50 | 40 | 90 | 98.9 | 94 |
| Reinstated | 13 | 8 | 21 | 8 | 5 | 13 | 0 | 0 | 0 | N/A | 11 |
| Transient & Former Transient | 6 | 7 | 13 | 1 | 4 | 5 | 3 | 5 | 8 | 160.0 | 9 |
| Total Undergraduates | 4,631 | 5,578 | 10,209 | 4,225 | 5,289 | 9,514 | 3,835 | 4,800 | 8,635 | 90.8 | 9,453 |
| Graduate | | | | | | | | | | | |
| Continuing | 382 | 635 | 1,017 | 455 | 806 | 1,261 | 553 | 1,072 | 1,625 | 128.9 | 1,301 |
| First Time Graduate** | 39 | 45 | 84 | 95 | 157 | 252 | 105 | 165 | 270 | 107.1 | 202 |
| Non-Matriculation Graduate | 4 | 25 | 29 | 9 | 17 | 26 | 15 | 33 | 48 | 184.6 | 34 |
| Readmitted (Former YSU-Grad) | 2 | 10 | 12 | 4 | 7 | 11 | 5 | 7 | 12 | 109.1 | 12 |
| Readmitted Non Matric-Grad | 0 | 0 | 0 | 1 | 3 | 4 | 1 | 5 | 6 | 150.0 | 3 |
| Readmitted (Former YSU) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | N/A | 0 |
| Total Graduates | 427 | 715 | 1,142 | 564 | 990 | 1,554 | 679 | 1,283 | 1,962 | 126.3 | 1,553 |
| Grand Total | 5,058 | 6,293 | 11,351 | 4,789 | 6,279 | 11,068 | 4,514 | 6,083 | 10,597 | 95.7 | 11,005 |

² First Time in College after HS Graduation in this section reflects the admission status of the student and includes degree seeking and non-degree students.

**First Time Graduate reflects new graduate students, as well as graduate students who changed majors, or were required to re-apply for admission to Graduate School after an absence.

SPECIAL POPULATIONS Headcount

| | Spring 2019 | | | Spring 2021 | | | Spring 2022 | | | % PREVIOUS YEAR | 3-Year Average |
|---|-------------|-------|-------|-------------|-------|-------|-------------|-------|-------|-----------------|----------------|
| | Men | Women | TOTAL | Men | Women | TOTAL | Men | Women | TOTAL | | |
| Academic Online Partnerships | 17 | 54 | 71 | 219 | 456 | 675 | 366 | 753 | 1,119 | 165.8 | 622 |
| Youngstown Online Programs | 43 | 44 | 87 | 17 | 21 | 38 | 3 | 2 | 5 | 13.2 | 43 |
| College Credit Plus | 443 | 687 | 1,130 | 413 | 691 | 1,104 | 341 | 513 | 854 | 77.4 | 1,029 |
| Early College | 80 | 152 | 232 | 84 | 161 | 245 | 70 | 161 | 231 | 94.3 | 236 |
| First-Generation Undergraduates | 1,833 | 2,585 | 4,418 | 1,626 | 2,446 | 4,072 | 1,640 | 2,435 | 4,075 | 100.1 | 4,188 |
| Honors/Scholars | 542 | 691 | 1,233 | 517 | 681 | 1,198 | 471 | 622 | 1,093 | 91.2 | 1,175 |
| Study Abroad (Full Term) | 4 | 4 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | N/A | 3 |
| Under 25 Years Old (excluding HS stdts) | 3,636 | 4,236 | 7,872 | 3,377 | 4,054 | 7,431 | 3,200 | 3,891 | 7,091 | 95.4 | 7,465 |
| 25 Years of Age or Older | 899 | 1,218 | 2,117 | 915 | 1,373 | 2,288 | 903 | 1,518 | 2,421 | 105.8 | 2,275 |

**YOUNGSTOWN STATE UNIVERSITY
PRELIMINARY ENROLLMENT SUMMARY
14TH DAY**

RACIAL/ETHNIC BACKGROUND

| | Spring 2020 | | | Spring 2021 | | | Spring 2022 | | | % PREVIOUS YEAR | 3-Year Average |
|--------------------------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|-----------------|----------------|
| | Men | Women | TOTAL | Men | Women | TOTAL | Men | Women | TOTAL | | |
| American Indian/Alaskan Native | 5 | 7 | 12 | 4 | 13 | 17 | 4 | 8 | 12 | 70.6 | 14 |
| Asian | 72 | 87 | 159 | 63 | 86 | 149 | 67 | 94 | 161 | 108.1 | 156 |
| Black/African American | 386 | 608 | 994 | 349 | 574 | 923 | 301 | 540 | 841 | 91.1 | 919 |
| Hawaiian/Pacific Islander | 3 | 1 | 4 | 2 | 2 | 4 | 2 | 1 | 3 | 75.0 | 4 |
| Hispanic/Latinx | 181 | 310 | 491 | 179 | 296 | 475 | 209 | 272 | 481 | 101.3 | 482 |
| Minorities | 647 | 1,013 | 1,660 | 597 | 971 | 1,568 | 583 | 915 | 1,498 | 95.5 | 1,575 |
| White | 3,766 | 4,678 | 8,444 | 3,649 | 4,744 | 8,393 | 3,390 | 4,594 | 7,984 | 95.1 | 8,274 |
| Multi-Racial | 181 | 228 | 409 | 156 | 220 | 376 | 136 | 206 | 342 | 91.0 | 376 |
| International | 263 | 151 | 414 | 201 | 134 | 335 | 207 | 168 | 375 | 111.9 | 375 |
| Unspecified | 201 | 223 | 424 | 186 | 210 | 396 | 198 | 200 | 398 | 100.5 | 406 |
| TOTAL | 5,058 | 6,293 | 11,351 | 4,789 | 6,279 | 11,068 | 4,514 | 6,083 | 10,597 | 95.7 | 11,005 |

Due to minor changes in the permanent records system, the above distribution may vary slightly from distributions reported elsewhere.
International students with Permanent Resident, Refugee, or Political Asylum visas are listed under appropriate racial/ethnic background for term specified.

HEADCOUNT AND FTE ENROLLMENT - Spring Terms

| YEAR | Total Headcount | YSU's FTE | | | | FTE % OF HEADCOUNT |
|------|-----------------|-----------|----------|----------|------|--------------------|
| | | Undergrad | Graduate | Total | | |
| 2014 | 12,823 | 9,387 | + 615 | = 10,002 | 78.0 | |
| 2015 | 12,315 | 8,908 | + 658 | = 9,566 | 77.7 | |
| 2016 | 12,361 | 8,893 | + 689 | = 9,582 | 77.5 | |
| 2017 | 12,252 | 8,895 | + 705 | = 9,600 | 78.4 | |
| 2018 | 11,872 | 8,985 | + 680 | = 9,665 | 81.4 | |
| 2019 | 11,900 | 9,066 | + 674 | = 9,740 | 81.8 | |
| 2020 | 11,351 | 8,664 | + 662 | = 9,326 | 82.2 | |
| 2021 | 11,068 | 7,997 | + 870 | = 8,867 | 80.1 | |
| 2022 | 10,597 | 7,317 | + 1,043 | = 8,360 | 78.9 | |

YSU's Full-Time-Equivalent (FTE) = **Student** credit hours by rank of student (undergraduate vs. graduate) divided by **15**.

SUBSIDY-MODEL FTE STATISTICS

Spring 2022

ODHE Full-Time Equivalent (FTE) is based on completed course credit hours divided by 30**

| | | | | | |
|--|--------------|---------------|---------------|-------------|---------------|
| Beeghly College of Lib. Arts, Soc. Sci. & Educ. | 390.7 | 496.6 | 246.8 | 45.4 | 1179.5 |
| Bitonte College of Health & Human Services | 0.9 | 385.8 | 459.7 | 13.8 | 860.2 |
| Cliffe College of Creative Arts | 239.9 | 8.5 | - | - | 248.4 |
| Science, Technology, Engineering & Math | - | 50.2 | 1066.4 | 2.4 | 1119.0 |
| Sokolov Honors College | 13.3 | 3.5 | - | - | 16.8 |
| Williamson College of Business Administration | 178.1 | 565.5 | 6.5 | - | 750.1 |
| Student Success | - | 5.9 | - | - | 5.9 |
| TOTAL | 822.9 | 1516.0 | 1779.4 | 61.6 | 4179.9 |

Subsidy eligibility is based on the award of academic credit and is unable to be determined as of the publication of this document

** (ODHE) Ohio Department of Higher Education's Subsidy-Based Full-Time-Equivalent (FTE) = Student credit hours divided by 30 for institutions with semester academic calendars.

FTE BY STUDENT LEVEL

| Student Revenue Category | Spring Term | | |
|---|-------------|---------|---------|
| | 2020 | 2021 | 2022 |
| Instructional Fee, Undergraduate¹ | 8,132.9 | 7,454.7 | 6,885.7 |
| Instructional Fee, Graduate | 538.5 | 741.1 | 865.8 |
| Instructional Fee, Doctoral | 123.1 | 128.9 | 177.1 |
| Penguin Tuition Promise¹ 2018-19 | 2,120.6 | 1,673.9 | 1,273.3 |
| Penguin Tuition Promise¹ 2019-20 | 2,447.1 | 1,827.7 | 1,466.5 |
| Penguin Tuition Promise¹ 2020-21 | N/A | 2,107.0 | 1,644.9 |
| Penguin Tuition Promise¹ 2021-22 | N/A | N/A | 1,918.2 |
| College Credit Plus (Total)² | 437.5 | 406.9 | 305.4 |
| Youngstown Early College | 126.5 | 135.7 | 125.5 |
| AOP Undergraduate Nursing | 17.5 | 46.7 | 40.5 |
| AOP Graduate Education | 16.5 | 91.3 | 132.5 |
| AOP Graduate MBA | 0.2 | 142.8 | 234.6 |
| AOP Graduate Nursing | N/A | N/A | 92.6 |
| YAP Undergraduate Nursing | N/A | 0.2 | 0.0 |
| YAP Graduate Education | 3.4 | 1.0 | 0.2 |
| YAP Graduate MBA | 36.4 | 13.2 | 1.4 |

Surcharges

| | | | |
|---|-------|-------|---------|
| Affordable Tuition Advantage³-Undergraduate | 996.1 | 945.9 | 1,348.6 |
| Affordable Tuition Advantage³-Graduate | 36.5 | 40.7 | 103.5 |
| Affordable Tuition Advantage³-Doctoral | 7.5 | 6.6 | 21.9 |
| Nonregional⁴-Undergraduate | 2.7 | 487.8 | N/A |
| Nonregional⁴-Graduate | 2.2 | 54.7 | N/A |
| Nonregional⁴-Doctoral | 3.5 | 8.9 | N/A |
| Distance Learning⁵-Undergraduate | 6.1 | 3.2 | 4.2 |
| Distance Learning⁵-Graduate | 526.4 | 5.8 | 5.7 |
| Non-Resident Graduate w/Undergrad degree Ohio | N/A | N/A | 26.4 |
| MFA or MPH Non Resident Graduate | N/A | N/A | 1.8 |
| AOP Non Resident-Undergraduate | 70.5 | 10.1 | 4.7 |
| AOP Non Resident-Graduate | 5.8 | 51.2 | 93.3 |
| YAP Non Resident-Graduate | 8.8 | 2.2 | 0.2 |
| Saudi Arabia Cultural Mission⁶ | 54.8 | 30.7 | 19.5 |

| Student Revenue Category | Spring Term | | |
|---|-------------|---------|---------|
| | 2020 | 2021 | 2022 |
| Instructional Fee, Undergraduate¹ | 8,132.9 | 7,454.7 | 6,885.7 |
| Instructional Fee, Graduate | 538.5 | 741.1 | 865.8 |
| Instructional Fee, Doctoral | 123.1 | 128.9 | 177.1 |
| Penguin Tuition Promise¹ 2018-19 | 2,120.6 | 1,673.9 | 1,273.3 |
| Penguin Tuition Promise¹ 2019-20 | 2,447.1 | 1,827.7 | 1,466.5 |
| Penguin Tuition Promise¹ 2020-21 | N/A | 2,107.0 | 1,644.9 |
| Penguin Tuition Promise¹ 2021-22 | N/A | N/A | 1,918.2 |
| College Credit Plus (Total)² | 437.5 | 406.9 | 305.4 |
| Youngstown Early College | 126.5 | 135.7 | 125.5 |
| AOP Undergraduate Nursing | 17.5 | 46.7 | 40.5 |
| AOP Graduate Education | 16.5 | 91.3 | 132.5 |
| AOP Graduate MBA | 0.2 | 142.8 | 234.6 |
| AOP Graduate Nursing | N/A | N/A | 92.6 |
| YAP Undergraduate Nursing | N/A | 0.2 | 0.0 |
| YAP Graduate Education | 3.4 | 1.0 | 0.2 |
| YAP Graduate MBA | 36.4 | 13.2 | 1.4 |

Surcharges - fees in addition to student revenue applicable for various classifications/categories.

Self-Pay College Credit Plus²

| Self-Pay College Credit Plus ² | Spring Term | | |
|---|-------------|------|------|
| | 2020 | 2021 | 2022 |
| | 7.5 | 9.6 | 4.3 |

¹Penguin Tuition Promise students also pay Instructional and General Fees.

²College Credit Plus (Total) includes FTE for students whose tuition is paid by the state as well as FTE for specific course credit hours paid for by the student.

³Prior to Fall 2021, Affordable Tuition Advantage a surcharge paid by students who are not legal residents of Ohio. This area includes the counties of: Allegheny, Armstrong, Beaver, Butler, Clarion, Crawford, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, Mercer, Venango, Warren, Washington, Westmoreland, Pennsylvania; Chautaugua, New York; Brooke, Hancock, Marshall, and Ohio, West Virginia. Effective Fall 2021, the Affordable Tuition Advantage will be assessed on all non-Ohio resident students.

⁴Prior to Fall 2021, Nonregional is a surcharge paid by students who are not legal residents of Ohio and who do not reside in one of the counties listed in the Affordable Tuition Advantage area. Effective Fall 2021, the Affordable Tuition Advantage will be assessed on all non-Ohio resident students.

⁵Distance Learning is a surcharge paid by students who are not legal residents of Ohio and who are enrolled in a Distance Learning program.

⁶Saudi Arabia Cultural Mission students receive a reduction per credit hour.



**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

WHEREAS, the *Policies of the Board of Trustees* authorize the President to manage the University, including appointing such employees as are necessary to effectively carry out the operation of the University and any other necessary personnel actions; and

WHEREAS, new appointments and other personnel actions have been made subsequent to the December 2, 2021, meeting of the Board of Trustees; and

WHEREAS, such personnel actions are in accordance with the 2021-2022 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-7-36, Hiring and Selection Process, Contracts and Compensation for Intercollegiate Athletic Coaches; 3356-9-02, Selection and Annual Evaluation of Administrative Officers of the University; and 3356-7-42, Selection of Professional/Administrative Staff;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the personnel actions attached hereto.



SUMMARY OF PERSONNEL ACTIONS

Athletics Employees

10/16/21 through 1/15/22

Appointments – 4

- Professional Administrative Excluded – 4

Separations – 3

- Professional Administrative Excluded – 3

Reclassification/Position Adjustment – 4

- Professional Administrative Excluded – 3
- Professional Administrative Staff – 1

Salary Adjustments – 5

- Professional Administrative Excluded – 5

YOUNGSTOWN STATE UNIVERSITY
 INTERCOLLEGIATE ATHLETICS
 FOUR-YEAR COHORT STUDENT ATHLETES VS. GENERAL STUDENT BODY GRADUATION RATE
 TEN YEAR HISTORY

| ENTERING FRESHMEN CLASS | <u>2021</u> 14-15 | <u>2020</u> 13-14 | <u>2019</u> 12-13 | <u>2018</u> 11-12 | <u>2017</u> 10-11 | <u>2016</u> 09-10 | <u>2015</u> 08-09 | <u>2014</u> 07-08 | <u>2013</u> 06-07 | <u>2012</u> 05-06 |
|--------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| YSU STUDENT-ATHLETES | 59 | 62 | 61 | 60 | 63 | 61 | 64 | 65 | 62 | 59 |
| YSU GENERAL STUDENTS | 40 | 36 | 33 | 33 | 32 | 32 | 34 | 34 | 35 | 36 |
| DIFFERENCE | 19 | 26 | 28 | 27 | 31 | 29 | 30 | 31 | 27 | 23 |

YOUNGSTOWN STATE UNIVERSITY
 INTERCOLLEGIATE ATHLETICS
 STUDENT ATHLETES VS. GENERAL STUDENT BODY GRADUATION RATE (NON-COHORT)
 TEN YEAR HISTORY

| ENTERING FRESHMEN CLASS | <u>2021</u> 14-15 | <u>2020</u> 13-14 | <u>2019</u> 12-13 | <u>2018</u> 11-12 | <u>2017</u> 10-11 | <u>2016</u> 09-10 | <u>2015</u> 08-09 | <u>2014</u> 07-08 | <u>2013</u> 06-07 | <u>2012</u> 05-06 |
|-------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| YSU STUDENT-ATHLETES | 63 | 64 | 52 | 54 | 72 | 59 | 49 | 65 | 69 | 71 |
| YSU GENERAL STUDENTS | 48 | 41 | 37 | 35 | 31 | 31 | 33 | 33 | 32 | 35 |
| DIFFERENCE | 15 | 23 | 15 | 19 | 41 | 28 | 16 | 32 | 37 | 36 |
| NCAA REQUIREMENT OF > 13% | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 |
| DIFFERENCE | 2 | 10 | 2 | 6 | 28 | 15 | 3 | 19 | 24 | 23 |
| YSU - GSR | 78 | 80 | 81 | 80 | 79 | 79 | 78 | 76 | 74 | 70 |
| NCAA REQUIREMENT OF > 90% | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 |
| DIFFERENCE | -12 | -10 | -9 | -10 | -11 | -11 | -12 | -14 | -16 | -20 |

Note: The above figures represent a four-year cohort. Students must graduate within six years. Therefore, the 2017 figures represent the freshman entering classes of 07-08, 08-09, 09-10, 10-11.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FOUR-YEAR COHORT STUDENT-ATHLETES GRADUATION RATES
TEN YEAR HISTORY

| ENTERING FRESHMEN CLASS | <u>2021</u> 14-15 | <u>2020</u> 13-14 | <u>2019</u> 12-13 | <u>2018</u> 11-12 | <u>2017</u> 10-11 | <u>2016</u> 09-10 | <u>2015</u> 08-09 | <u>2014</u> 07-08 | <u>2013</u> 06-07 | <u>2012</u> 05-06 |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| HORIZON LEAGUE: | | | | | | | | | | |
| CLEVELAND STATE | 70 | 71 | 71 | 71 | 65 | 62 | 59 | 57 | 57 | 59 |
| DETROIT | 70 | 73 | 71 | 71 | 70 | 64 | 64 | 66 | 65 | 69 |
| GREEN BAY | 72 | 69 | 67 | 66 | 65 | 68 | 70 | 71 | 74 | 72 |
| IUPUI | 72 | 67 | 64 | 63 | 62 | | | | | |
| MILWAUKEE | 73 | 74 | 67 | 63 | 60 | 56 | 60 | 62 | 66 | 69 |
| NORTHERN KENTUCKY | 67 | 61 | 61 | 63 | 58 | 61 | | | | |
| OAKLAND | 73 | 73 | 70 | 66 | 62 | 60 | 61 | 60 | 59 | |
| PURDUE FORT WAYNE | 57 | | | | | | | | | |
| ROBERT MORRIS | 64 | | | | | | | | | |
| UIC | 74 | 73 | 75 | 75 | 73 | 72 | 70 | 68 | 69 | 67 |
| WRIGHT STATE | 61 | 62 | 64 | 64 | 68 | 71 | 66 | 69 | 65 | 63 |
| YOUNGSTOWN STATE | 59 | 62 | 61 | 60 | 63 | 61 | 64 | 65 | 62 | 59 |
| HORIZON LEAGUE AVERAGE | 68 | 69 | 67 | 66 | 65 | 64 | 64 | 65 | 65 | 65 |
| <i>NCAA DIVISION I</i> | <i>69</i> | <i>69</i> | <i>68</i> | <i>67</i> | <i>67</i> | <i>66</i> | <i>66</i> | <i>65</i> | <i>65</i> | <i>64</i> |
| YSU GENERAL STUDENTS | 40 | 36 | 33 | 33 | 32 | 32 | 34 | 34 | 35 | 36 |
| HL GENERAL STUDENTS (AVERAGE) | 51 | 48 | 47 | 46 | 45 | 46 | 47 | 47 | 47 | 44 |
| YSU S/A'S ABOVE GENERAL STUDENTS | 19 | 26 | 28 | 27 | 31 | 29 | 30 | 31 | 27 | 23 |
| HL S/A'S ABOVE GENERAL STUDENTS | 17 | 21 | 20 | 20 | 20 | 18 | 17 | 18 | 18 | 21 |
| MISSOURI VALLEY FOOTBALL: | | | | | | | | | | |
| ILLINOIS STATE | 73 | 74 | 71 | 69 | 71 | 71 | 71 | 70 | 66 | 65 |
| INDIANA STATE | 59 | 62 | 57 | 59 | 57 | 55 | 58 | 54 | 57 | 58 |
| MISSOURI STATE | 72 | 72 | 66 | 63 | 60 | 61 | 62 | 63 | 65 | 64 |
| NORTH DAKOTA | 64 | | | | | | | | | |
| NORTH DAKOTA STATE | 71 | 70 | 66 | 67 | 66 | 64 | 62 | 64 | 65 | 62 |
| NORTHERN IOWA | 72 | 69 | 69 | 70 | 68 | 66 | 68 | 67 | 70 | 71 |
| SOUTH DAKOTA | 71 | 71 | 69 | 68 | 67 | 60 | 64 | 60 | 57 | 57 |
| SOUTH DAKOTA STATE | 70 | 71 | 73 | 73 | 72 | 72 | 73 | 70 | 71 | 68 |
| SOUTHERN ILLINOIS | 68 | 67 | 69 | 67 | 65 | 66 | 65 | 66 | 64 | 64 |
| WESTERN ILLINOIS | 63 | 65 | 63 | 63 | 65 | 63 | 66 | 68 | 65 | 64 |
| YOUNGSTOWN STATE | 59 | 62 | 61 | 60 | 63 | 61 | 64 | 65 | 62 | 59 |
| MISSOURI VALLEY AVERAGE | 67 | 68 | 66 | 66 | 65 | 64 | 65 | 65 | 64 | 63 |
| <i>NCAA DIVISION I</i> | <i>69</i> | <i>69</i> | <i>68</i> | <i>67</i> | <i>67</i> | <i>66</i> | <i>66</i> | <i>65</i> | <i>65</i> | <i>64</i> |
| <i>FCS</i> | <i>69</i> | <i>68</i> | <i>67</i> | <i>66</i> | <i>65</i> | <i>65</i> | <i>64</i> | <i>65</i> | <i>65</i> | <i>64</i> |
| YSU GENERAL STUDENTS | 40 | 36 | 33 | 33 | 32 | 32 | 34 | 34 | 35 | 36 |
| MVFC GENERAL STUDENTS (AVERAGE) | 55 | 53 | 53 | 52 | 53 | 52 | 53 | 53 | 53 | 52 |
| YSU S/A'S ABOVE GENERAL STUDENTS | 19 | 26 | 28 | 27 | 31 | 29 | 30 | 31 | 27 | 23 |
| MVFC S/A'S ABOVE GENERAL STUDENTS | 12 | 15 | 13 | 14 | 12 | 12 | 12 | 12 | 11 | 11 |

Source: NCAA Graduation Rates Report

Note: All figures represent the institutional rates. Therefore, the Missouri Valley Football Conference figures are not exclusively the football program figures rather they are the institutional figures.

Note: A cohort is four collective years of data, i.e. the 2019 cohort includes those students entering as freshmen receiving athletic aid in the years 09-10, 10-11, 11-12, 12-13 and who subsequently graduate with a four-year degree within six years of initial enrollment.

Note: Student-Athletes who, as entering freshmen received athletically-related aid, spent their entire athletic career at Youngstown State University (exhausting athletic eligibility), and subsequently graduated with a four-year degree.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FOUR-YEAR COHORT GENERAL STUDENTS GRADUATION RATES
TEN YEAR HISTORY

| ENTERING FRESHMEN CLASS | <u>2021</u> | <u>2020</u> | <u>2019</u> | <u>2018</u> | <u>2017</u> | <u>2016</u> | <u>2015</u> | <u>2014</u> | <u>2013</u> | <u>2012</u> |
|----------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | 14-15 | 13-14 | 12-13 | 11-12 | 10-11 | 09-10 | 08-09 | 07-08 | 06-07 | 05-06 |
| HORIZON LEAGUE: | | | | | | | | | | |
| CLEVELAND STATE | 48 | 47 | 46 | 46 | 38 | 36 | 34 | 31 | 30 | 28 |
| DETROIT | 73 | 66 | 65 | 61 | 60 | 58 | 56 | 56 | 54 | 54 |
| GREEN BAY | 36 | 51 | 50 | 49 | 48 | 49 | 50 | 50 | 52 | 53 |
| IUPUI | 54 | 49 | 48 | 47 | 46 | | | | | |
| MILWAUKEE | 46 | 45 | 45 | 45 | 46 | 45 | 44 | 43 | 42 | 42 |
| NORTHERN KENTUCKY | 48 | 42 | 40 | 38 | 38 | 31 | | | | |
| OAKLAND | 56 | 51 | 48 | 46 | 45 | 44 | 43 | 42 | 41 | |
| PURDUE FORT WAYNE | 39 | | | | | | | | | |
| ROBERT MORRIS | 69 | | | | | | | | | |
| UIC | 63 | 59 | 59 | 59 | 58 | 58 | 57 | 56 | 55 | 52 |
| WRIGHT STATE | 43 | 38 | 37 | 37 | 39 | 40 | 40 | 42 | 43 | 43 |
| YOUNGSTOWN STATE | 40 | 36 | 33 | 33 | 32 | 32 | 34 | 34 | 35 | 36 |
| HORIZON LEAGUE AVERAGE | 51 | 48 | 47 | 46 | 45 | 44 | 45 | 44 | 44 | 44 |
| <i>NCAA DIVISION I</i> | 69 | 67 | 66 | 66 | 65 | 65 | 64 | 64 | 63 | 63 |
| MISSOURI VALLEY FOOTBALL: | | | | | | | | | | |
| ILLINOIS STATE | 68 | 70 | 71 | 71 | 72 | 72 | 71 | 71 | 70 | 70 |
| INDIANA STATE | 41 | 40 | 40 | 39 | 40 | 41 | 41 | 42 | 42 | 42 |
| MISSOURI STATE | 58 | 55 | 54 | 54 | 54 | 54 | 55 | 54 | 55 | 54 |
| NORTH DAKOTA | 61 | | | | | | | | | |
| NORTH DAKOTA STATE | 62 | 58 | 56 | 56 | 55 | 54 | 54 | 53 | 53 | 51 |
| NORTHERN IOWA | 64 | 66 | 66 | 66 | 66 | 66 | 66 | 67 | 66 | 66 |
| SOUTH DAKOTA | 60 | 57 | 55 | 53 | 53 | 48 | 51 | 51 | 50 | 48 |
| SOUTH DAKOTA STATE | 59 | 55 | 55 | 55 | 56 | 56 | 58 | 57 | 56 | 55 |
| SOUTHERN ILLINOIS | 47 | 47 | 46 | 44 | 44 | 45 | 45 | 46 | 48 | 45 |
| WESTERN ILLINOIS | 46 | 50 | 51 | 53 | 54 | 54 | 55 | 56 | 54 | 56 |
| YOUNGSTOWN STATE | 40 | 36 | 33 | 33 | 32 | 32 | 34 | 34 | 35 | 36 |
| MISSOURI VALLEY AVERAGE | 55 | 53 | 53 | 52 | 53 | 52 | 53 | 53 | 53 | 52 |
| <i>NCAA DIVISION I</i> | 69 | 67 | 66 | 66 | 65 | 65 | 64 | 64 | 63 | 63 |
| <i>FCS</i> | 64 | 61 | 60 | 60 | 60 | 58 | 59 | 64 | 63 | 63 |

Source: NCAA Graduation Rates Report

Note: All figures represent the institutional rates. Therefore, the Missouri Valley Football Conference figures are not exclusively the football program figures rather they are the institutional figures.

Note: A cohort is four collective years of data, i.e. the 2018 cohort includes those students entering as freshmen receiving athletic aid in the years 08-09, 09-10, 10-11, 11-12 and who subsequently graduate with a four-year degree within six years of initial enrollment.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
NCAA GRADUATION SUCCESS RATES
TEN YEAR HISTORY

| ENTERING FRESHMEN CLASS | <u>2021</u> 14-15 | <u>2020</u> 13-14 | <u>2019</u> 12-13 | <u>2018</u> 11-12 | <u>2017</u> 10-11 | <u>2016</u> 09-10 | <u>2015</u> 08-09 | <u>2014</u> 07-08 | <u>2013</u> 06-07 | <u>2012</u> 05-06 |
|----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| HORIZON LEAGUE: | | | | | | | | | | |
| CLEVELAND STATE | 89 | 92 | 95 | 94 | 90 | 86 | 82 | 82 | 82 | 84 |
| DETROIT | 90 | 91 | 91 | 90 | 90 | 82 | 80 | 81 | 80 | 88 |
| GREEN BAY | 90 | 91 | 92 | 93 | 94 | 96 | 92 | 90 | 91 | 91 |
| IUPUI | 92 | 91 | 90 | 89 | 86 | | | | | |
| MILWAUKEE | 91 | 89 | 84 | 78 | 74 | 71 | 74 | 76 | 77 | 80 |
| NORTHERN KENTUCKY | 84 | 79 | 78 | 77 | 72 | 76 | | | | |
| OAKLAND | 90 | 90 | 87 | 84 | 82 | 80 | 80 | 80 | 81 | |
| PURDUE FORT WAYNE | 80 | | | | | | | | | |
| ROBERT MORRIS | 86 | | | | | | | | | |
| UIC | 91 | 89 | 88 | 84 | 83 | 82 | 82 | 83 | 82 | 84 |
| WRIGHT STATE | 87 | 86 | 87 | 84 | 87 | 88 | 79 | 79 | 75 | 74 |
| YOUNGSTOWN STATE | 78 | 80 | 81 | 80 | 79 | 79 | 78 | 76 | 74 | 70 |
| HORIZON LEAGUE AVERAGE | 87 | 88 | 87 | 85 | 84 | 82 | 81 | 81 | 80 | 82 |
| <i>NCAA DIVISION I</i> | <i>89</i> | <i>90</i> | <i>88</i> | <i>87</i> | <i>86</i> | <i>84</i> | <i>83</i> | <i>82</i> | <i>81</i> | <i>80</i> |
| MISSOURI VALLEY FOOTBALL: | | | | | | | | | | |
| ILLINOIS STATE | 90 | 91 | 90 | 88 | 88 | 88 | 87 | 87 | 84 | 85 |
| INDIANA STATE | 82 | 85 | 84 | 82 | 81 | 74 | 70 | 60 | 62 | 66 |
| MISSOURI STATE | 86 | 85 | 83 | 83 | 82 | 81 | 81 | 82 | 82 | 80 |
| NORTH DAKOTA | 82 | | | | | | | | | |
| NORTH DAKOTA STATE | 91 | 88 | 85 | 85 | 85 | 84 | 80 | 82 | 82 | 81 |
| NORTHERN IOWA | 88 | 87 | 87 | 85 | 82 | 80 | 80 | 82 | 84 | 83 |
| SOUTH DAKOTA | 93 | 92 | 88 | 89 | 86 | 79 | 76 | 74 | 73 | 75 |
| SOUTH DAKOTA STATE | 86 | 86 | 86 | 85 | 83 | 82 | 83 | 81 | 83 | 83 |
| SOUTHERN ILLINOIS | 90 | 89 | 90 | 86 | 83 | 81 | 78 | 80 | 79 | 80 |
| WESTERN ILLINOIS | 85 | 86 | 86 | 86 | 84 | 79 | 78 | 77 | 76 | 78 |
| YOUNGSTOWN STATE | 78 | 80 | 81 | 80 | 79 | 79 | 78 | 76 | 74 | 70 |
| MISSOURI VALLEY AVERAGE | 86 | 87 | 86 | 85 | 83 | 81 | 79 | 78 | 78 | 78 |
| <i>NCAA DIVISION I</i> | <i>89</i> | <i>90</i> | <i>88</i> | <i>87</i> | <i>86</i> | <i>84</i> | <i>83</i> | <i>82</i> | <i>81</i> | <i>80</i> |
| <i>FCS</i> | <i>88</i> | <i>88</i> | <i>87</i> | <i>76</i> | <i>74</i> | <i>73</i> | <i>71</i> | <i>72</i> | <i>68</i> | <i>80</i> |

Source: NCAA Graduation Success Rates Report

How does it differ from the Federal Graduation Rate?:

The NCAA developed its Graduation Success Rate (GSR) in response to criticism that the Federal Graduation Rate (FGR) understates the academic success of athletes because the FGR method does not take into account two important factors in college athletics:

- When student-athletes transfer FROM an institution before graduating and is in good academic standing (perhaps to transfer to another institution for more playing time, different major, or to go pro); and
- Those student-athletes who transfer TO an institution (e.g. from a community college or another 4-year college) and earn a degree.

The Federal Graduation Rate (FGR) treats transfers as nongraduates for the original institution the student-athlete attended, even if that student-athlete later graduates from another institution. Also, the FGR does not include that student-athlete in the graduation rates at the new institution where he/she does graduate. Therefore, once a student-athlete transfers to another school he/she is no longer recognized in the calculated graduation rate. The GSR takes into accounts both factors and gives credit to institutions for successful transfers, whether they are leaving or entering an institution.

Note: All figures represent the institutional rates. Therefore, the Missouri Valley Football Conference figures are not exclusively the football program figures rather they are the institutional figures.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
SPORT BY SPORT
ACADEMIC PROGRESS RATE (APR)

| | NCAA AVERAGE | 2020-21 | | | | 2019-20 | | | | 2018-19 | | | | 2017-18 | | | |
|-----------------------|-----------------|------------------|-------------------|---------------|-------------------|------------------|-------------------|---------------|-------------------|------------------|-------------------|---------------|-------------------|------------------|-------------------|---------------|-------------------|
| | | POINTS EARNED | TOTAL POSSIBLE | ANNUAL APR | MULTI-YEAR APR | POINTS EARNED | TOTAL POSSIBLE | ANNUAL APR | MULTI-YEAR APR | POINTS EARNED | TOTAL POSSIBLE | ANNUAL APR | MULTI-YEAR APR | POINTS EARNED | TOTAL POSSIBLE | ANNUAL APR | MULTI-YEAR APR |
| BASEBALL | 977 | 102 | 103 | 990 | 981 | 106 | 109 | 972 | 973 | 101 | 103 | 981 | 980 | 106 | 108 | 981 | 988 |
| MEN'S BASKETBALL | 966 | 48 | 48 | 1000 | 948 | 46 | 51 | 902 | 938 | 48 | 48 | 1000 | 958 | 42 | 47 | 894 | 947 |
| MEN'S CROSS COUNTRY | 982 | 56 | 56 | 1000 | 977 | 31 | 34 | 912 | 949 | 44 | 44 | 1000 | 970 | 39 | 40 | 975 | 970 |
| FOOTBALL | 959 | 292 | 305 | 957 | 946 | 307 | 337 | 911 | 949 | 325 | 345 | 942 | 956 | 318 | 326 | 975 | 945 |
| MEN'S GOLF | 987 | 36 | 36 | 1000 | 1007 | 32 | 32 | 1000 | 977 | 34 | 34 | 1000 | 979 | 33 | 32 | 1031 | 979 |
| MEN'S SWIMMING | 983 | 54 | 56 | 964 | 972 | 16 | 16 | 1000 | 1000 | | | | | | | | |
| MEN'S TENNIS | 983 | 28 | 30 | 933 | 958 | 26 | 26 | 1000 | 957 | 31 | 32 | 969 | 939 | 29 | 31 | 935 | 946 |
| MEN'S TRACK | 974 | 145 | 151 | 960 | 971 | 151 | 153 | 987 | 961 | 143 | 150 | 953 | 953 | 130 | 132 | 985 | 961 |
| WOMEN'S BASKETBALL | 983 | 53 | 56 | 946 | 982 | 59 | 59 | 1000 | 991 | 55 | 55 | 1000 | 990 | 53 | 54 | 981 | 990 |
| BOWLING | 983 | 32 | 32 | 1000 | 1000 | 39 | 39 | 1000 | 982 | 24 | 24 | 1000 | 971 | 24 | 24 | 1000 | 957 |
| WOMEN'S CROSS COUNTRY | 989 | 67 | 68 | 985 | 990 | 44 | 44 | 1000 | 994 | 48 | 48 | 1000 | 987 | 33 | 34 | 971 | 985 |
| WOMEN'S GOLF | 992 | 44 | 44 | 1000 | 979 | 40 | 40 | 1000 | 977 | 31 | 32 | 969 | 976 | 25 | 27 | 926 | 984 |
| LACROSSE | 994 | 74 | 74 | 1000 | 1000 | | | | | | | | | | | | |
| SOCCER | 990 | 116 | 117 | 991 | 980 | 98 | 99 | 990 | 964 | 87 | 91 | 956 | 957 | 84 | 86 | 977 | 961 |
| SOFTBALL | 986 | 91 | 92 | 989 | 984 | 78 | 82 | 951 | 984 | 72 | 72 | 1000 | 993 | 72 | 72 | 1000 | 993 |
| WOMEN'S SWIMMING | 993 | 93 | 93 | 1000 | 988 | 81 | 83 | 976 | 986 | 90 | 91 | 989 | 991 | 77 | 78 | 987 | 991 |
| WOMEN'S TENNIS | 991 | 32 | 32 | 1000 | 991 | 26 | 26 | 1000 | 973 | 28 | 29 | 966 | 973 | 30 | 30 | 1000 | 981 |
| WOMEN'S TRACK | 984 | 180 | 181 | 994 | 986 | 164 | 166 | 988 | 978 | 176 | 180 | 978 | 965 | 161 | 164 | 982 | 964 |
| VOLLEYBALL | 988 | 46 | 46 | 1000 | 984 | 40 | 40 | 1000 | 973 | 50 | 49 | 1000 | 970 | 46 | 50 | 920 | 965 |
| INSTITUTIONAL APR | 983 | | | 985 | 980 | | | 977 | 972 | | | 983 | 971 | | | 972 | 971 |

- The APR, holds institutions accountable for the academic progress of their student-athletes through a team-based metric that accounts for the eligibility and retention of each student-athlete for each academic term.
- The APR is calculated as follows:
 - Each student receiving athletically related financial aid earns 1 point for staying in school (retention) & 1 point for being academically eligible (retention) - the 2 factors research identifies as best indicators of graduation.
 - A team's total points are divided by points possible and then multiplied by 1,000 to equal the team's Academic Progress Rate.
 - In addition to a team's current-year APR, its rolling four-year APR is also used to determine accountability.
- Teams must earn a four-year APR of 930 to compete in NCAA Championships.

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
AVERAGE CUMULATIVE GPA'S BY TERM
FIVE YEAR HISTORY

| SPORT | THREE YEAR AVERAGE | 2020-21 | | 2020-21 | | 2019-20 | | 2018-19 | | 2017-18 | |
|------------------------------|--------------------------|----------------|--------------|----------------|--------------|----------------|--------------|----------------|--------------|----------------|--------------|
| | | SPRING 2022 | FALL 2021 | SPRING 2021 | FALL 2020 | SPRING 2020 | FALL 2019 | SPRING 2019 | FALL 2018 | SPRING 2018 | FALL 2017 |
| BASEBALL | 3.26 | | 3.26 | 3.32 | 3.27 | 3.29 | 3.18 | 3.23 | 3.23 | 3.22 | 3.32 |
| MEN'S BASKETBALL | 3.11 | | 3.40 | 3.33 | 3.19 | 2.95 | 2.88 | 2.89 | 2.78 | 2.89 | 2.89 |
| WOMEN'S BASKETBALL | 3.76 | | 3.84 | 3.76 | 3.76 | 3.73 | 3.73 | 3.74 | 3.75 | 3.66 | 3.65 |
| MEN'S CROSS COUNTRY | 3.08 | | 3.13 | 3.24 | 3.13 | 2.96 | 2.78 | 3.23 | 3.16 | 3.12 | 3.18 |
| WOMEN'S CROSS COUNTRY | 3.44 | | 3.46 | 3.52 | 3.41 | 3.47 | 3.40 | 3.38 | 3.36 | 3.20 | 3.15 |
| FOOTBALL | 2.99 | | 3.10 | 3.12 | 3.06 | 2.94 | 2.88 | 2.81 | 2.84 | 2.80 | 2.71 |
| MEN'S GOLF | 3.54 | | 3.59 | 3.55 | 3.55 | 3.53 | 3.47 | 3.52 | 3.52 | 3.55 | 3.61 |
| WOMEN'S GOLF | 3.49 | | 3.60 | 3.56 | 3.54 | 3.47 | 3.34 | 3.43 | 3.42 | 3.65 | 3.67 |
| LACROSSE | 3.51 | | 3.50 | 3.59 | 3.43 | | | | | | |
| SOCCER | 3.63 | | 3.65 | 3.71 | 3.71 | 3.64 | 3.56 | 3.48 | 3.55 | 3.51 | 3.37 |
| SOFTBALL | 3.16 | | 3.37 | 3.23 | 3.18 | 3.05 | 3.03 | 3.11 | 3.14 | 3.24 | 3.27 |
| MEN'S SWIMMING | 3.51 | | 3.51 | 3.62 | 3.59 | 3.41 | 3.44 | | | | |
| WOMEN'S SWIMMING | 3.44 | | 3.51 | 3.52 | 3.51 | 3.43 | 3.34 | 3.31 | 3.29 | 3.42 | 3.41 |
| MEN'S TENNIS | 3.48 | | 3.73 | 3.61 | 3.56 | 3.37 | 3.25 | 3.36 | 3.30 | 3.18 | 3.14 |
| WOMEN'S TENNIS | 3.64 | | 3.63 | 3.64 | 3.70 | 3.66 | 3.65 | 3.55 | 3.53 | 3.39 | 3.39 |
| MEN'S TRACK | 3.08 | | 3.16 | 3.09 | 2.86 | 3.15 | 3.09 | 3.13 | 3.14 | 3.04 | 3.05 |
| WOMEN'S TRACK | 3.37 | | 3.43 | 3.35 | 3.34 | 3.42 | 3.33 | 3.36 | 3.37 | 3.26 | 3.20 |
| VOLLEYBALL | 3.61 | | 3.62 | 3.56 | 3.54 | 3.65 | 3.66 | 3.64 | 3.62 | 3.47 | 3.40 |
| BOWLING | 3.59 | | 3.87 | 3.80 | 3.78 | 3.48 | 3.43 | 3.19 | 3.14 | 3.23 | 3.31 |
| ALL STUDENT-ATHLETE'S | 3.35 | | 3.52 | 3.48 | 3.43 | 3.26 | 3.20 | 3.19 | 3.17 | 3.17 | 3.11 |
| NUMBER OF TEAMS ABOVE 3.0 | 16.83 | 0 | 19 | 19 | 18 | 15 | 15 | 15 | 15 | 15 | 15 |
| NUMBER OF S/A'S WITH: | | | | | | | | | | | |
| SEMESTER GPA OF 4.00 | | | 102 | 111 | 114 | 104 | 64 | 50 | 52 | 50 | 44 |
| SEMESTER GPA ABOVE 3.00 | | | 381 | 364 | 384 | 307 | 295 | 246 | 276 | 235 | 256 |
| % SEMESTER GPA ABOVE 3.00 | | | 73% | 76% | 77% | 76% | 68% | 62% | 67% | 62% | 62% |
| CUMULATIVE GPA ABOVE 3.00 | | | 403 | 379 | 389 | 295 | 293 | 255 | 276 | 238 | 258 |
| % CUMULATIVE GPA ABOVE 3.00 | | | 77% | 80% | 78% | 73% | 67% | 65% | 67% | 63% | 63% |
| CHECK | | 0.00 | 69.88 | 69.60 | 68.54 | 63.86 | 62.64 | 59.55 | 59.31 | 59.00 | 58.83 |

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FIVE YEAR HISTORY OF ACADEMIC MAJORS

| MAJOR | COLLEGE | AS OF FALL SEMESTER | | | | |
|-------------------------------|---------------------------------|---------------------|------|------|------|------|
| | | 2021 | 2020 | 2019 | 2018 | 2017 |
| Accounting | Business Administration | 16 | 8 | 8 | 12 | 7 |
| Advertising and PR | Business Administration | 1 | | | | 1 |
| Allied Health | Health and Human Services | | | | | |
| Anthropology | CLASS | 1 | 1 | 1 | 1 | |
| Art Education | Education | | | | | 1 |
| Art Studio | Creative Arts and Communication | 3 | | 2 | 3 | 3 |
| Athletic Training | Health and Human Services | | | 1 | | |
| Biology | STEM | 10 | 21 | 21 | 22 | 22 |
| BS MD | STEM | | | | | |
| Business | Business Administration | 82 | 35 | 50 | 37 | 22 |
| Chemical Engineering | STEM | 1 | 1 | 3 | 1 | 4 |
| Chemistry | STEM | 2 | 2 | 2 | 2 | 4 |
| Civil and Construct Eng | STEM | 2 | | 1 | 2 | 4 |
| Civil Engineering | STEM | 5 | 3 | 3 | 1 | 1 |
| Clinical Laboratory Sci | Health and Human Services | | | | | |
| Communication Studies | Creative Arts and Communication | 15 | 13 | 18 | 13 | 16 |
| Computer Information Systems | STEM | | | | | |
| Computer Science | STEM | 3 | 1 | 1 | 1 | 1 |
| Coordinated Program Dietetics | Health and Human Services | | | | 3 | 2 |
| Counseling | Education | | | 1 | 1 | |
| Criminal Justice | Health and Human Services | 33 | 26 | 30 | 23 | 19 |
| Dental Hygiene | Health and Human Services | 2 | 5 | 5 | 4 | 2 |
| Dietics | Health and Human Services | 2 | 3 | 2 | | |
| Early Childhood Education | Education | 1 | | 1 | | 4 |
| Economics | CLASS | 5 | 4 | 3 | 2 | 1 |
| Electric Utili Tech | STEM | | 1 | 1 | | |
| Electrical Engineering | STEM | 3 | 2 | 3 | 2 | |
| Engineering | STEM | 14 | 21 | 18 | 16 | 9 |
| English | CLASS | 1 | 1 | | | |
| Environmental Studies | STEM | 4 | 5 | 4 | 3 | 7 |
| Exercise Science | Health and Human Services | 53 | 59 | 46 | 56 | 59 |
| Family and Consumer Studies | Health and Human Services | | | | | |
| Finance | Business Administration | 7 | 11 | 8 | 11 | 10 |
| Food and Nutrition | Health and Human Services | | | | | |
| Forensic Science | Health and Human Services | 6 | 5 | 2 | 5 | 4 |
| General Administration | Business Administration | | 19 | | 2 | 8 |
| General Studies | CLASS | 45 | 31 | 30 | 49 | 48 |
| Geography | CLASS | 1 | 1 | | | 1 |
| Geology | CLASS | | | | | |
| Health and Human Services | Health and Human Services | 2 | 1 | 1 | 1 | |
| Health Education | Education | 2 | | | | |
| History | CLASS | 1 | | 1 | 1 | 1 |
| Hospitality Management | Health and Human Services | 5 | 4 | 2 | | |
| Human Resource Management | Business Administration | | 1 | | 2 | 2 |
| Individual Curriculum Prog | CLASS | 3 | 2 | 1 | | |

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FIVE YEAR HISTORY OF ACADEMIC MAJORS

| MAJOR | COLLEGE | AS OF FALL SEMESTER | | | | |
|----------------------------------|---------------------------------|---------------------|------|------|------|------|
| | | 2021 | 2020 | 2019 | 2018 | 2017 |
| Industrial and Systems Engr | STEM | 3 | 2 | | 1 | 3 |
| Info & Supply Chain Management | Business Administration | | | | | |
| Information Technology | STEM | | 1 | | | |
| Information Technology B | STEM | 2 | 3 | 1 | 4 | 6 |
| Integrated Language Arts Educ | Education | | | 2 | 2 | 3 |
| Integrated Math Education | Education | 1 | | 1 | 1 | |
| Integrated Sciences Education | Education | 2 | 2 | 2 | 2 | 1 |
| Integrated Social Studies Educ | Education | 2 | 1 | 1 | 1 | 3 |
| Intervention Specialist | Education | 8 | 8 | 5 | 4 | |
| Journalism | CLASS | 3 | 1 | | 1 | 2 |
| Law | CLASS | 1 | 1 | 2 | 2 | 1 |
| Life Sciences Education | Education | | | | | |
| Long Term Care Administration | CLASS | | | | | |
| Management | Business Administration | 4 | 15 | 6 | 8 | 18 |
| Marketing | Business Administration | 5 | 3 | 5 | 2 | 5 |
| Marketing Management | Business Administration | 17 | 9 | 6 | 5 | 9 |
| Mathematics | STEM | 4 | 3 | 2 | 2 | 1 |
| Mechanical Engineering | STEM | 9 | 10 | 5 | 7 | 6 |
| Medical Lab Science | Health and Human Services | | | | 1 | 1 |
| Merch Fashion and Interior | Health and Human Services | | 3 | 3 | 1 | 2 |
| Middle Childhood Education | Education | 4 | 4 | 5 | 3 | 4 |
| Music Education | Creative Arts and Communication | | 1 | | | |
| Music Perf Emphasis Music Record | Creative Arts and Communication | 1 | | | | |
| Natural Science | STEM | 5 | 6 | 6 | 5 | 5 |
| Nursing | Health and Human Services | 27 | 27 | 24 | 21 | 18 |
| Philosophy | CLASS | | | | | |
| Physical Education | Education | | 2 | 2 | 3 | 3 |
| Physical Sciences Education | Education | | | | | |
| Physical Therapy | Health and Human Services | 1 | | 1 | | |
| Physics | STEM | 2 | 2 | 1 | 1 | 1 |
| Political Science | CLASS | 4 | 4 | 2 | 4 | 5 |
| Prof Writing and Editing | CLASS | | 3 | | | |
| Psychology | CLASS | 21 | 19 | 12 | 11 | 9 |
| Public Health | Health and Human Services | 4 | 3 | 1 | | 2 |
| Religious Studies | CLASS | | | | | |
| Respiratory Care | Health and Human Services | 1 | | | | |
| Science Pre Education | Education | | | | | |
| Social Services | Health and Human Services | | | | | |
| Social Work | Health and Human Services | 2 | 3 | 3 | 2 | 1 |
| Sociology | CLASS | | 2 | 1 | 1 | 3 |
| Spanish | CLASS | | | | | 1 |
| Special Education | Education | 1 | 2 | 2 | 4 | 2 |
| Technology | STEM | 2 | 2 | 1 | 1 | |
| Telecommunications | Creative Arts and Communication | 1 | 6 | 5 | 4 | 5 |
| Telecomm St. Spts Broadcast Tr | Business Administration | 5 | | | | |

YOUNGSTOWN STATE UNIVERSITY
 INTERCOLLEGIATE ATHLETICS
 FIVE YEAR HISTORY OF ACADEMIC MAJORS

| <u>MAJOR</u> | <u>COLLEGE</u> | <u>AS OF FALL SEMESTER</u> | | | | |
|-----------------|---------------------------------|----------------------------|-------------|-------------|-------------|-------------|
| | | <u>2021</u> | <u>2020</u> | <u>2019</u> | <u>2018</u> | <u>2017</u> |
| Theatre Studies | Creative Arts and Communication | 1 | | | | |
| Undetermined | Undetermined | 47 | 75 | 58 | 49 | 31 |
| Total | | 521 | 510 | 435 | 429 | 414 |
| | Business Administration | 137 | 101 | 83 | 79 | 82 |
| | CLASS | 86 | 70 | 53 | 72 | 72 |
| | Creative Arts and Communication | 21 | 20 | 25 | 20 | 24 |
| | Education | 21 | 19 | 22 | 21 | 21 |
| | Health and Human Services | 138 | 139 | 121 | 117 | 110 |
| | STEM | 71 | 86 | 73 | 71 | 74 |
| | Undetermined | 47 | 75 | 58 | 49 | 31 |
| Total | | 521 | 510 | 435 | 429 | 414 |



**RESOLUTION TO MODIFY
DRUG-FREE ENVIRONMENT POLICY, 3356-7-20**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Drug-free Environment policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Drug-free Environment, policy number 3356-7-20, attached hereto.

3356-7-20 Drug-free environment.

Responsible Division/Office: Human Resources, Student Affairs, Athletics
Responsible Officer: AVP for Human Resources, AVP of Student Experience, Dean of Students, Executive Director of Athletics
Revision History: September 1998; December 2010; September 2015; December 2016; March 2022
Board Committee: University Affairs
Effective Date: March 3, 2022
Next Review: 2027

- (A) Policy statement. Youngstown state university (“university”) is committed to creating a safe and healthy environment for its employees, students, and visitors. The university prohibits the unlawful manufacture, distribution, dispensation, possession, sale or use of illegal drugs, controlled substances, intoxicants, and alcohol by any student, employee, organization (including student organizations), volunteer or visitor on university premises, at any location where university business is being conducted, as part of any university activity, in a university vehicle, or in the workplace. Employees are prohibited from working and from operating any university vehicle or equipment while under the influence of alcohol or non-prescribed controlled substances. Employees using prescribed or over-the-counter medication are prohibited from operating university vehicles or equipment at any time when their ability to do so might be impaired by the medication. No passenger in a university vehicle may consume alcoholic beverages or use non-prescribed controlled substances while in the vehicle.
- (B) Purpose. This policy is designed to create and maintain an environment which sustains the general health and well-being of students, employees, and visitors and to comply with the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989. The authorized use of alcohol on university premises is governed by university policy 3356-5-10, “Alcoholic beverages on campus” (rule 3356-5-10 of the Administrative Code).
- (C) Scope. This policy applies to all students, interns, faculty, employees (including student employees), volunteers, university visitors, third parties, (unless otherwise noted) and any individual or organization using university

premises or engaged in a university activity or program whether on or off campus. NCAA student athletes shall follow the policies and guidelines set forth by the NCAA, the affiliated conference and the university department of athletics, in addition to this policy.

- (1) As a recipient of federal funding, such as student financial aid and federal grants and contracts for research, the university is required to follow federal law, including the Controlled Substances Act (“CSA”) (21 U.S.C. 13). The CSA prohibits the manufacture, dispensation, possession, use, or distribution of marijuana in any form on any university-owned property, in the conduct of university business, or as part of any university activity.

On September 8, 2016, Ohio law allowed certain activities related to the possession and use of medical marijuana. However, using and possessing marijuana, including medically prescribed marijuana, continues to be prohibited by and a violation of the CSA and university policy. This prohibition applies even when the possession and use would be legal under the laws of Ohio. As a result, those with medical marijuana prescriptions/cards are not permitted to use medical marijuana on campus, in the conduct of university business, or as part of any university activity. Sanctions for students and employees who are found to be in possession of or using marijuana include suspension, expulsion and/or termination of employment.

- (2) This prohibition does not extend to research related to marijuana that is approved by any of the following:
 - (a) The agency for health care research and quality;
 - (b) The national institutes of health;
 - (c) The national academy of sciences;
 - (d) The centers for medicare and medicaid services;
 - (e) The United States department of defense;
 - (f) The centers for disease control and prevention;

- (g) The United States department of veterans affairs;
 - (h) The drug enforcement administration;
 - (i) The food and drug administration; and
 - (j) Any board recognized by the national institutes of health for the purpose of evaluating the medical value of healthcare services.
- (3) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may submit a letter with supporting documentation to the associate vice president for student experience asking to be released from their university housing and dining obligations.
 - (4) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may not possess or use marijuana in these facilities. Any questions regarding medical marijuana and on-campus living may be directed to the associate vice president of student experience in Kilcawley House or email jlbyers@ysu.edu.
- (D) Definitions.
- (1) “University premise.” Any building or land (including parking lots) owned, leased or used by the university including any site at which an employee is to perform work for the university.
 - (2) “University vehicle or equipment.” Any vehicle or equipment owned, leased, or operated by the university.
 - (3) “Controlled substances.” Include and are not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and any chemical compound added to federal or state regulations and denoted as a controlled substance.

- (4) “Illegal drugs.” A substance whose use or possession is controlled by federal or state law but is not being used or possessed under the supervision of a licensed health care professional.
 - (5) “Intoxicant.” Any substance which can induce a condition of diminished mental and/or physical ability, excitement, irrational behavior or other physiological effects.
 - (6) “Random testing.” Drug or alcohol testing that is conducted on employees chosen by random selection.
 - (7) “Reasonable suspicion testing.” Testing based on specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee including but not limited to slurred speech; dilated or pinpoint pupils; drowsiness or sleepiness; unusual or rapid changes in mood; unexplained work errors; impaired manual dexterity, coordination, or ability to reason; or upon verification of a drug or alcohol-related conviction; and self-disclosure of selling or taking drugs or alcohol.
 - (8) “Refusal to consent.” Obstructing the collection or testing process; submitting an altered, adulterated, or substitute sample; failing to appear for a scheduled test; refusing to complete the requested testing forms; failing to promptly provide specimen(s) for testing when directed to do so and without a valid medical basis for the failure.
- (E) Guidelines.
- (1) All faculty, staff, volunteers, and student employees are required to report known or suspected violations of this policy to their supervisor, manager, or an appropriate administrator.
 - (2) This policy is subject to all applicable collective bargaining agreements and state law; however, no employee or bargaining unit may be exempted from application of this policy.
 - (3) Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided by an employee or volunteer shall be kept confidential to the extent required by law and maintained in files separate from personnel files. Such records and information may only be disclosed among

managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding.

- (4) Voluntary submission for treatment of substance abuse problems will not subject employees or volunteers to disciplinary action or sanctions; however, submission for treatment shall not serve as a substitute for disciplinary action or sanction under this or any other university policy.
 - (5) Any employee, volunteer, or visitor who observes an individual unlawfully manufacturing, distributing, dispensing, using or possessing alcohol or possessing controlled substances on university premises shall be reported immediately to the university police. Off-site university programs or activities should contact campus police, security and/or local law enforcement.
- (F) Procedures.
- (1) Consistent with this policy, the office of human resources shall:
 - (a) Develop procedures for the implementation and monitoring of drug and alcohol testing program which may include contracting with outside entities to provide testing services;
 - (b) Inform all employees of the drug-free environment policy upon employment and ensure that the policy is accessible to all employees on the human resources website;
 - (c) Provide access to training for supervisors and managers; and
 - (d) Provide information on resources available through the university's employee assistance program ("EAP").
 - (2) Consistent with this policy, the office of student experience shall:
 - (a) Annually inform students of the university's drug-free environment policy;
 - (b) Provide alcohol and drug abuse awareness programming for students.

- (3) Drug/alcohol testing.
- (a) Pre-employment testing. Applicants for specific safety-related and other designated positions at the university will be drug/alcohol tested after receiving a final offer of employment and prior to beginning work. Applicants will be notified at the time of application that testing for drugs is a requirement of the employment process. Offers of employment are contingent on successfully passing a drug/alcohol test.
 - (b) Random testing. Performed for safety-related and other designated positions as required by law and pursuant to individual agreements. Employees in this group are subject to random testing as a condition of continued employment.
 - (c) Ordered testing. With the approval of the office of human resources, departments or units within the university can establish testing standards that are more rigorous than outlined in this policy (such testing is typically required by federal regulations, licensure boards, and other legal or regulatory entities).
 - (d) Reasonable suspicion testing.
 - (i) Reasonable suspicion testing may be ordered by a supervisor, chair, or other university administration only in consultation with the office of human resources employee and labor relations officer.
 - (ii) If the supervisor or manager is unclear that testing is merited, they should consult with the office of human resources employee and labor relations officer.
 - (iii) Where reasonable suspicion exists, the employee or volunteer shall be immediately relieved of duty pending the outcome of the testing. After an employee is sent for testing, the employee should be placed on administrative leave until further actions are taken.

- (iv) Failure of a manager or supervisor to receive training on this policy shall not invalidate otherwise proper reasonable suspicion testing.
 - (v) Individuals testing positive should be referred to the university employee assistance program (EAP) for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. Employee and labor relations will review the recommendation and may determine that treatment is a requirement for any current employee who has an alcohol or drug problem that affects job performance.
- (e) Post-rehabilitation testing. When an employee has had a confirmed positive test result or has been sent to a drug dependency program at the request of the university and will remain as a university employee, then as a condition of continued employment, the employee will be required to take and pass a follow-up drug test or tests during a period of up to two years after the employee's return to work.
- (G) Self-disclosure of conviction by employee.
- (1) Consistent with this policy and as required by the Drug Free Workplace Act of 1988, all employees, faculty, staff and volunteers are required to notify their immediate supervisor within five calendar days after any alcohol or drug-related conviction or finding of guilt, including the operation of any vehicle while impaired, and including a plea of nolo contendere occurring in the workplace. When a supervisor is so notified by an employee, the supervisor shall immediately notify the chief human resources officer.
 - (2) Within thirty days of such notice, the university will take appropriate personnel action against the employee, which may include corrective action, random testing requirements, notification of an appropriate licensing authority, and required participation in a drug abuse assistance or rehabilitation program.
 - (3) If the self-disclosure is from an employee engaged in the performance of work under a federal grant or contract the supervisor shall notify the director of research services. The director of research services

shall notify the federal agency sponsoring the grant or contract within ten days after notification of the employee's conviction.

- (H) Sanctions for violation or noncompliance.
- (1) A refusal to consent to testing shall be considered as a violation of this policy.
 - (2) Corrective action may include discipline up to and including termination, required participation in an evaluation by EAP and/or follow-through with an education/treatment program. If an employee refuses to participate or does not satisfactorily complete a required education/treatment program, the employee may be subject to corrective action up to and including termination.
 - (3) Students violating this policy will be subject to disciplinary action in accordance with university policy 3356-8-01.1 "The Student Code of Conduct" (rule 3356-8-01.1 of the Administrative Code). Sanctions may include loss of good standing, probation, suspension, or expulsion.
 - (4) Employees violating this policy will be subject to disciplinary action in accordance with applicable collective bargaining agreements and/or other university policies and procedures. Sanctions may include warning, reprimand, suspension, removal or termination, or referral for prosecution. Employees violating this policy may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program.
 - (5) Employees, students, volunteers, and visitors who violate this policy may be prohibited from accessing university premises, services, programs or events under university policy 3356-7-45, "Persona non grata" (rule 3356-7-45 of the Administrative Code).

3356-7-20 Drug-free environment.

Responsible Division/Office: Human Resources, [Student Affairs](#), [Athletics](#)
Responsible Officer: ~~VP for Legal Affairs and~~ [AVP for Human Resources](#),
[AVP of Student Experience](#), [Dean of Students](#),
[Executive Director of Athletics](#)
Revision History: September 1998; December 2010; September 2015;
December 2016; [March 2022](#)
Board Committee: University Affairs
Effective Date: ~~December 1, 2016~~ [March 3, 2022](#)
~~Minor Revision:~~ ~~December 7, 2021 (paragraph (D)(7))~~
Next Review: ~~2021~~ [2027](#)

- (A) Policy statement. Youngstown state university (“university”) is committed to creating a safe and healthy environment for its employees, students, and visitors. The university prohibits the unlawful manufacture, distribution, dispensation, possession, sale or use of illegal drugs, controlled substances, intoxicants, and alcohol by any student, employee, organization (including student organizations), volunteer or visitor on university premises, at any location where university business is being conducted, as part of any university activity, in a university vehicle, or in the workplace. Employees are prohibited from working and from operating any university vehicle or equipment while under the influence of alcohol or non-prescribed controlled substances. Employees using prescribed or over-the-counter medication are prohibited from operating university vehicles or equipment at any time when their ability to do so might be impaired by the medication. No passenger in a university vehicle may consume alcoholic beverages or use non-prescribed controlled substances while in the vehicle.
- (B) Purpose. This policy is designed to create and maintain an environment which sustains the general health and well-being of students, employees, and visitors and to comply with the Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989. The authorized use of alcohol on university premises is governed by ~~rule 3356-5-10 of the Administrative Code (see university policy 3356-5-10, “Alcoholic beverages on campus”)~~ [\(rule 3356-5-10 of the Administrative Code\)](#).
- (C) Scope. This policy applies to all students, interns, faculty, employees (including student employees), volunteers, university visitors, third parties,

(unless otherwise noted) and any individual or organization using university premises or engaged in a university activity or program whether on or off campus. [NCAA student athletes shall follow the policies and guidelines set forth by the NCAA, the affiliated conference and the university department of athletics, in addition to this policy.](#)

- (1) As a recipient of federal funding, such as student financial aid and federal grants and contracts for research, the university is required to follow federal law, including the Controlled Substances Act (“CSA”) (21 U.S.C. 13). The CSA prohibits the manufacture, dispensation, possession, use, or distribution of marijuana in any form on any university-owned property, in the conduct of university business, or as part of any university activity.

On September 8, 2016, Ohio law allowed certain activities related to the possession and use of medical marijuana. However, using and possessing marijuana, including medically prescribed marijuana, continues to be prohibited by and a violation of the CSA and university policy. This prohibition applies even when the possession and use would be legal under the laws of Ohio. As a result, those with medical marijuana prescriptions/cards are not permitted to use medical marijuana on campus, in the conduct of university business, or as part of any university activity. Sanctions for students and employees who are found to be in possession of or using marijuana include suspension, expulsion and/or termination of employment.

- (2) This prohibition does not extend to research related to marijuana that is approved by [any of the following](#):
 - (a) The agency for health care research and quality;
 - (b) The national institutes of health;
 - (c) The national academy of sciences;
 - (d) The centers for medicare and medicaid services;
 - (e) The United States department of defense;

- (f) The centers for disease control and prevention;
 - (g) The United States department of veterans affairs;
 - (h) The drug enforcement administration;
 - (i) The food and drug administration; and
 - (j) Any board recognized by the national institutes of health for the purpose of evaluating the medical value of healthcare services.
- (3) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may submit a letter with supporting documentation to the associate vice president for student experience asking to be released from their university housing and dining obligations.
- (4) Students who are legally authorized Ohio medical marijuana users and are living in university-owned or managed housing, may not possess or use marijuana in these facilities. Any questions regarding medical marijuana and on-campus living may be directed to the associate vice president ~~for~~of student experience ~~in Kileawley center, room 2071 or email cjhoward01@ysu.edu.~~ in Kilcawley House or [email jlbyers@ysu.edu](mailto:jlbyers@ysu.edu).
- (D) Definitions.
- (1) “University premise.” Any building or land (including parking lots) owned, leased or used by the university including any site at which an employee is to perform work for the university.
 - (2) “University vehicle or equipment.” Any vehicle or equipment owned, leased, or operated by the university.
 - (3) “Controlled substances.” Include and are not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and any chemical compound added to federal or state regulations and denoted as a controlled substance.

- (4) “Illegal drugs.” A substance whose use or possession is controlled by federal or state law but is not being used or possessed under the supervision of a licensed health care professional.
 - (5) “Intoxicant.” Any substance which can induce a condition of diminished mental and/or physical ability, excitement, irrational behavior or other physiological effects.
 - (6) “Random testing.” Drug or alcohol testing that is conducted on employees chosen by random selection.
 - (7) “Reasonable suspicion testing.” Testing based on specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee including but not limited to slurred speech; dilated or pinpoint pupils; drowsiness or sleepiness; unusual or rapid changes in mood; unexplained work errors; impaired manual dexterity, coordination, or ability to reason; or upon verification of a drug or alcohol-related conviction; and self-disclosure of selling or taking drugs or alcohol.
 - (8) “Refusal to consent.” Obstructing the collection or testing process; submitting an altered, adulterated, or substitute sample; failing to appear for a scheduled test; refusing to complete the requested testing forms; failing to promptly provide specimen(s) for testing when directed to do so and without a valid medical basis for the failure.
- (E) Guidelines.
- (1) All faculty, staff, volunteers, and student employees are required to report known or suspected violations of this policy to their supervisor, manager, or an appropriate administrator.
 - (2) This policy is subject to all applicable collective bargaining agreements and state law; however, no employee or bargaining unit may be exempted from application of this policy.
 - (3) Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided by an employee or volunteer shall be kept confidential to the extent required by law and maintained in files separate ~~from~~from personnel files. Such records and information may only be disclosed among

managers and supervisors on a need-to-know basis and may also be disclosed where relevant to a grievance, charge, claim or other legal proceeding.

- (4) Voluntary submission for treatment of substance abuse problems will not subject employees or volunteers to disciplinary action or sanctions; however, submission for treatment shall not serve as a substitute for disciplinary action or sanction under this or any other university policy.
- (5) Any employee, volunteer, or visitor who observes an individual unlawfully manufacturing, distributing, dispensing, using or possessing alcohol or possessing controlled substances on university premises shall be reported immediately to the university police. Off-site university programs or activities should contact campus police, security and/or local law enforcement.

(F) Procedures.

- (1) Consistent with this policy, the office of human resources shall:
 - (a) Develop procedures for the implementation and monitoring of drug and alcohol testing program which may include contracting with outside entities to provide testing services;
 - (b) Inform all employees of the drug-free environment policy upon employment and ensure that the policy is accessible to all employees on the human resources website;
 - (c) Provide access to training for supervisors and managers; and
 - (d) Provide information on resources available through the university's employee assistance program ("EAP").
- (2) Consistent with this policy, the office of student experience shall:
 - (a) Annually inform students of the university's drug-free environment policy;
 - (b) Provide alcohol and drug abuse awareness programming for students.

- (3) Drug/alcohol testing.
- (a) Pre-employment testing. Applicants for specific safety-related and other designated positions at the university will be drug/alcohol tested after receiving a final offer of employment and prior to beginning work. Applicants will be notified at the time of application that testing for drugs is a requirement of the employment process. Offers of employment are contingent on successfully passing a drug/alcohol test.
 - (b) Random testing. Performed for safety-related and other designated positions as required by law and pursuant to individual agreements. Employees in this group are subject to random testing as a condition of continued employment.
 - (c) Ordered testing. With the approval of the office of human resources, departments or units within the university can establish testing standards that are more rigorous than outlined in this policy (such testing is typically required by federal regulations, licensure boards, and other legal or regulatory entities).
 - (d) Reasonable suspicion testing.
 - (i) Reasonable suspicion testing may be ordered by a supervisor, chair, or other university administration only in consultation with the office of human resources employee and labor relations officer.
 - (ii) If the supervisor or manager is unclear that testing is merited, they should consult with the office of human resources employee and labor relations officer.
 - (iii) Where reasonable suspicion exists, the employee or volunteer shall be immediately relieved of duty pending the outcome of the testing. After an employee is sent for testing, the employee should be placed on administrative leave until further actions are taken.

- (iv) Failure of a manager or supervisor to receive training on this policy shall not invalidate otherwise proper reasonable suspicion testing.
 - (v) Individuals testing positive should be referred to the university employee assistance program (EAP) for evaluation. The evaluation will determine and recommend if substance abuse treatment or education is appropriate and/or necessary. Employee and labor relations will review the recommendation and may determine that treatment is a requirement for any current employee who has an alcohol or drug problem that affects job performance.
- (e) Post-rehabilitation testing. When an employee has had a confirmed positive test result or has been sent to a drug dependency program at the request of the university and will remain as a university employee, then as a condition of continued employment, the employee will be required to take and pass a follow-up drug test or tests during a period of up to two years after the employee's return to work.
- (G) Self-disclosure of conviction by employee.
- (1) Consistent with this policy and as required by the Drug Free Workplace Act of 1988, all employees, faculty, staff and volunteers are required to notify their immediate supervisor within five calendar days after any alcohol or drug-related conviction or finding of guilt, including the operation of any vehicle while impaired, and including a plea of nolo contendere occurring in the workplace. When a supervisor is so notified by an employee, the supervisor shall immediately notify the chief human resources officer.
 - (2) Within thirty days of such notice, the university will take appropriate personnel action against the employee, which may include corrective action, random testing requirements, notification of an appropriate licensing authority, and required participation in a drug abuse assistance or rehabilitation program.
 - (3) If the self-disclosure is from an employee engaged in the performance of work under a federal grant or contract the supervisor shall notify the ~~associate vice president for research~~ director of research services.

The ~~associate vice president for research~~ [director of research services](#) shall notify the federal agency sponsoring the grant or contract within ten days after notification of the employee's conviction.

- (H) Sanctions for violation or noncompliance.
- (1) A refusal to consent to testing shall be considered as a violation of this policy.
 - (2) Corrective action may include discipline up to and including termination, required participation in an evaluation by EAP and/or follow-through with an education/treatment program. If an employee refuses to participate or does not satisfactorily complete a required education/treatment program, the employee may be subject to corrective action up to and including termination.
 - (3) Students violating this policy will be subject to disciplinary action in accordance with ~~“The Code of Student Rights, Responsibilities, and Conduct (The Code).”~~ [university policy 3356-8-01.1 “The Student Code of Conduct” \(rule 3356-8-01.1 of the Administrative Code\)](#). Sanctions may include ~~warning,~~ [loss of good standing,](#) probation, suspension, [or](#) ~~expulsion,~~ ~~or referral for prosecution.~~
 - (4) Employees violating this policy will be subject to disciplinary action in accordance with applicable collective bargaining agreements and/or other university policies and procedures. Sanctions may include warning, reprimand, suspension, removal or termination, or referral for prosecution. Employees violating this policy may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program.
 - (5) Employees, students, volunteers, and visitors who violate this policy may be prohibited from accessing university premises, services, programs or events under ~~rule 3356-7-45 of the Administrative Code (see university policy 3356-7-45, “Persona non grata”)~~ [\(rule 3356-7-45 of the Administrative Code\)](#).



**RESOLUTION TO MODIFY AND RETITLE
ADMINISTRATIVE COMPLAINT PROCESS –
PROFESSIONAL/ADMINISTRATIVE STAFF NOT COVERED BY A
COLLECTIVE BARGAINING AGREEMENT POLICY, 3356-7-37**

WHEREAS, University Policies are being reviewed and re-conceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

WHEREAS, the Administrative Complaint Process – Professional/Administrative Staff Not Covered by a Collective Bargaining Agreement policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy governing Administrative Complaint Process – Professional/Administrative Staff Not Covered by a Collective Bargaining Agreement, policy number 3356-7-37, to be retitled as Administrative Complaint Process, Excluded Professional/Administrative Employees, attached hereto.

3356-7-37 Administrative complaint process, excluded professional administrative employees.

Responsible Division/Office: Human Resources
Responsible Officer: VP for Legal Affairs and Human Resources
Revision History: July 1999; March 2011; March 2016;
March 2022
Board Committee: University Affairs
Effective Date: March 3, 2022
Next Review: 2027

- (A) Policy statement. The university is committed to equitable employment practices and maintains a complaint process that may be utilized by professional/administrative staff to provide prompt and equitable resolution of disputes resulting from administrative employment-related decisions, i.e., reclassification, promotion, discipline, working conditions, and termination decisions.
- (B) Scope. This policy may be used by professional administrative staff not covered by a collective bargaining agreement. Employees covered by a collective bargaining agreement should consult their respective agreements.
- (C) Parameters.
- (1) Employees with a complaint about an administrative decision are encouraged to initiate informal discussion with their immediate supervisor prior to filing a formal complaint.
 - (2) An employee who is dissatisfied with the informal discussion or chooses not to engage in an informal discussion may file a formal complaint of an administrative decision that will be reviewed and a final determination made.
 - (3) The chief human resources officer is authorized to develop additional procedures necessary for the implementation of this policy.

(D) Procedures.

- (1) A formal written complaint identifying the specific decision and reason for the complaint must be sent to the employee's immediate supervisor no later than ten working days of the occurrence or ten days from when the employee reasonably should have known of the occurrence.
- (2) The supervisor will conduct an appropriate review and respond to the complaint in writing within ten working days of its receipt.
- (3) If this response does not satisfy the employee, a written complaint may be sent to the chief human resources officer within ten working days from receipt of the supervisor's response. The chief human resources officer, in consultation with the appropriate vice president, will review all information submitted and render a final written decision within fourteen working days from the date on which the complaint is received.

**3356-7-37 Administrative complaint process—~~professional/~~
~~administrative staff not covered by a collective bargaining~~
~~agreement~~, excluded professional administrative employees.**

~~Previous Policy Number: 7017.01~~

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

Revision History: July 1999; March 2011; March 2016; March 2022

Board Committee: University Affairs

Effective Date: ~~March 16, 2016~~, March 3, 2022

Next Review: ~~2021~~2027

(A) Policy statement. The university is committed to equitable employment practices and maintains a complaint process that may be utilized by professional/administrative staff to provide prompt and equitable resolution of disputes resulting from administrative employment-related decisions, *i.e.*, reclassification, promotion, discipline, working conditions, and termination decisions.

(B) Scope. This policy may be used by professional administrative staff not covered by a collective bargaining agreement. Employees covered by a collective bargaining agreement should consult their respective agreements.

~~(B)~~(C) Parameters.

(1) Employees with a complaint about an administrative decision are encouraged to initiate informal discussion with their immediate supervisor prior to filing a formal complaint.

(2) An ~~Employee~~ employee who is dissatisfied with the informal discussion or chooses not to engage in an informal discussion may file a formal complaint of an administrative decision that will be reviewed and a final determination made.

~~(3) This policy is not applicable to members of collective bargaining units.~~

~~(4)~~(3) The chief human resources officer is authorized to develop additional procedures necessary for the implementation of this policy.

~~(C)~~(D) Procedures.

- (1) A formal written complaint identifying the specific ~~grounds~~decision and reason for the complaint must be ~~filed~~sent to the employee's immediate supervisor no later than ten working days of the occurrence or ten days from when the employee reasonably should have knowledge known of the occurrence. ~~This complaint is to be directed to the person's immediate supervisor.~~
- (2) The supervisor will conduct an appropriate review and respond to the complaint in writing within ten working days of its receipt.
- (3) If this response does not satisfy the employee, a written complaint may be sent to the chief human resources officer within ten working days from receipt of the supervisor's response. The chief human resources officer, in consultation with the appropriate vice president, will review all information submitted and render a final written decision. ~~Said written decision will be provided~~ within ~~ten~~fourteen working days from the date on which the complaint is received.



**RESOLUTION TO MODIFY AND RETITLE
EMPLOYEE FILES POLICY, 3356-7-39**

WHEREAS, University Policies are being reviewed and re-conceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies;

WHEREAS, the Employee Files policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy governing Employee Files, policy number 3356-7-39, to be retitled as Personnel Files, attached hereto.

3356-7-39 Personnel files.

Responsible Division/Office: Human Resources
Responsible Officer: VP for Legal Affairs and Human Resources
Revision History: May 2000; March 2011; December 2016;
March 2022
Board Committee: University Affairs
Effective Date: March 3, 2022
Next Review: 2027

- (A) Policy statement. The university shall establish and maintain such employee personnel files as necessary in accordance with state and federal laws and applicable collective bargaining agreements. The office of human resources is the sole repository of the official employee personnel files and, as such, maintains a file for each full-time member of the faculty and full-time and part-time members of the professional/administrative and classified civil service staffs. The chief human resources officer serves as the custodian of these official files.
- (B) Definition. Personnel file. An employee's official human resources file that serves as a chronology of the employee's history with the university.
- (C) Procedures.
- (1) Employees may examine their own personnel file by appointment during regular business hours.
 - (2) Employees may place into their personnel file a written statement commenting on or disagreeing with any document contained in the file.
 - (3) Employees will receive a copy of each document placed in their personnel file by others at the time it is placed in the file.
 - (4) The office of human resources maintains a log of all non-university employees accessing these files. This office will notify employees and the appropriate bargaining unit when a non-university employee has accessed their personnel file.

- (5) Periodically, the president, or designee, shall identify a person or persons to conduct an unannounced spot check of the official employee personnel files and provide a written report of the findings.
- (6) Information contained in personnel files will be used in a manner appropriate to the normal operation of the university and may be reported to the appropriate state or federal agency as required by law.
- (7) Employee personnel files are subject to Ohio's public records law.
- (8) Medical records, benefits records, workers' compensation records, and employment eligibility verification documents are not part of personnel files and are separately maintained by the office of human resources.
- (9) All files maintained by the office of human resources are maintained in accordance with applicable records retention schedules and are periodically examined for the purpose of purging the files of material no longer appropriate for retention.

3356-7-39 **Employee**Personnel files.

~~Previous Policy Number:~~ ~~7019.01~~

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

Revision History: May 2000; March 2011; December 2016;

March 2022

Board Committee: University Affairs

Effective Date: ~~December 1, 2016~~ March 3, 2022

Next Review: ~~2021~~2027

(A) Policy statement. The university shall establish and maintain such employee personnel files as necessary in accordance with state and federal laws and applicable collective bargaining agreements. The office of human resources is the sole repository of the official employee personnel files and, as such, maintains a file for each full-time member of the faculty and full-time and part-time members of the professional/administrative and classified civil service staffs. The chief human resources officer serves as the custodian of these official files.

(B) Definition. Personnel file. An employee's official human resources file that serves as a chronology of the employee's history with the university.

~~(B)~~(C) Procedures.

- (1) Employees may examine their own personnel file by appointment during regular business hours.
- (2) Employees may place into their personnel file a written statement commenting on or disagreeing with any document contained in the file.
- (3) Employees will receive a copy of each document placed in their personnel file by others at the time it is placed in the file.
- (4) The office of human resources maintains a log of all non-university employees accessing these files. This office will notify employees and the appropriate bargaining unit when a non-university employee has accessed their personnel file.

- (5) Periodically, the president, or designee, shall identify a person or persons to conduct an unannounced spot check of the official employee personnel files and provide a written report of the findings.
- (6) Information contained in ~~these~~ personnel files will be used in a manner appropriate to the normal operation of the university and may be reported to the appropriate state or federal agency as required by law.
- (7) Employee personnel files are subject to Ohio's public records law.
- (8) Medical records, benefits records, workers' compensation records, and employment eligibility verification documents are not part of personnel files and are separately maintained by the office of human resources.
- ~~(8)~~(9) All files maintained by the office of human resources are maintained in accordance with applicable records retention schedules and are periodically examined for the purpose of purging the files of material no longer appropriate for retention.



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO MODIFY
EMPLOYEE ASSISTANCE PROGRAM POLICY, 3356-7-51**

WHEREAS, University Policies are reviewed and reconceptualized on an ongoing basis; and

WHEREAS, this process can result in the modification of existing policies, the creation of new policies, or the deletion of policies no longer needed; and

WHEREAS, action is required by the Board of Trustees prior to replacing and/or implementing modified or newly created policies, or to rescind existing policies; and

WHEREAS, the Employee Assistance Program policy has been reviewed pursuant to the five-year review cycle, and formatted in accordance with Policy 3356-1-09, Development and Issuance of University Policies.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy Employee Assistance Program, policy number 3356-7-51, attached hereto.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

3356-7-51 Employee assistance program.

Responsible Division/Office: Human Resources
Responsible Officer: VP for Legal Affairs and Human Resources
Revision History: June 2010; December 2016; March 2022
Board Committee: University Affairs
Effective Date: March 3, 2022
Next Review: 2027

- (A) Policy statement. Youngstown state university (university) is committed to employment practices that promote the health and welfare of its employees. Through its various benefits packages, it offers employees incentives to pursue additional education; to take advantage of events, activities and performances offered; and to otherwise enhance each employee’s standard of living.
- (B) Definition. The university employee assistance program (“EAP”) consists of services designed to:
- (1) Maximize employee functioning on the job and in personal matters, and
 - (2) Assist employee clients in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional stress, or other personal issues that may affect job performance.
- (C) Parameters.
- (1) The university’s employee assistance program is designed to provide confidential access to professional services such as problem assessment, short-term counseling, and referral to appropriate community and private services.
 - (2) The EAP is available to all full-time benefits eligible employees of the university and eligible family members as defined by the agreement with the provider.

- (3) The office of human resources will make available to supervisors and employees information about referral and participation in the employee assistance program.
 - (4) Members of bargaining units should refer to their collective bargaining agreements.
- (D) Procedures. Services of the EAP may be initiated in any one of the following ways:
- (1) Employee self-referral. Eligible employees of the university may self-refer for confidential EAP services.
 - (2) Supervisory referral for voluntary participation. Supervisors may recommend that an employee participate in the EAP. The office of human resources will not disclose any information regarding EAP participation without written consent of the employee.
 - (3) Supervisor/administrative referral for mandatory participation. Employees who exhibit a documented pattern of deteriorating job performance or behavior that could result in termination can be referred by the supervisor to the office of human resources for mandatory participation in the EAP. The office of human resources will be informed of the completion/non-completion of EAP services but will not disclose any information regarding EAP participation without written consent of the employee.

3356-7-51 Employee assistance program.

~~Previous Policy Number: 7026.01~~

Responsible Division/Office: Human Resources

Responsible Officer: VP for Legal Affairs and Human Resources

Revision History: June 2010; December 2016; [March 2022](#)

Board Committee: University Affairs

Effective Date: ~~December 1, 2016~~ [March 3, 2022](#)

Next Review: ~~2021~~ [2027](#)

- (A) Policy statement. Youngstown state university (university) is committed to employment practices that promote the health and welfare of its employees. Through its various ~~fringe~~ benefits packages, it offers employees incentives to pursue additional education; to take advantage of events, activities and performances offered; and to otherwise enhance each employee’s standard of living.
- (B) Definition. The university employee assistance program (“EAP”) consists of services designed to:
- (1) Maximize employee functioning on the job and in personal matters, and
 - (2) Assist employee clients in identifying and resolving personal concerns, including, but not limited to, health, marital, family, financial, alcohol, drug, legal, emotional stress, or other personal issues that may affect job performance.
- (C) Parameters.
- (1) The university’s employee assistance program is designed to provide confidential access to professional services such as problem assessment, short-term counseling, and referral to appropriate community and private services.
 - (2) The EAP is available to all full-time benefits eligible employees of the university and eligible family members as defined by the agreement with the provider.

- (3) The office of human resources will make available to supervisors and employees information about referral and participation in the employee assistance program.
 - (4) Members of bargaining units should refer to their collective bargaining agreements.
- (D) Procedures. Services of the EAP may be initiated in any one of the following ways:
- (1) Employee self-referral: Eligible employees of the university may self-refer for confidential EAP services.
 - (2) Supervisory referral for voluntary participation: Supervisors may recommend that an employee participate in the EAP. The office of human resources will not disclose any information regarding EAP participation without written consent of the employee.
 - (3) Supervisor/administrative referral for mandatory participation: Employees who exhibit a documented pattern of deteriorating job performance or behavior that could result in termination can be referred by the supervisor to the office of human resources for mandatory participation in the EAP. The office of human resources will be informed of the completion/non-completion of EAP services but will not disclose any information regarding EAP participation without written consent of the employee.



**RESOLUTION TO AMEND AND RESTATE
THE YOUNGSTOWN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN**

WHEREAS, Youngstown State University (the “University”) adopted the Youngstown State University Alternative Retirement Plan (the “Plan”), effective January 1, 1999, and subsequently amended and restated the Plan effective January 1, 2002 and January 1, 2007 (“2007 Restatement”); and

WHEREAS, the University reserved the right in Section 8.3 of the Plan to amend the Plan by action of the University’s Board of Trustees; and

WHEREAS, the Plan is required to be amended to comply with certain changes in the law made under the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”) and the Coronavirus Aid, Relief, and Economic Security Act of 2020 (“CARES Act”); and

WHEREAS, the Board of Trustees desires to approve a formal amendment to the 2007 Restatement in order to comply with the SECURE Act and the CARES Act; and

WHEREAS, the University is required to periodically amend and restate the Plan to incorporate changes in the law; and

WHEREAS, the Board of Trustees desires to approve a formal amendment and restatement of the Plan in order to comply with applicable law.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the SECURE Act and CARES Act Amendment to the Youngstown State University Alternative Retirement Plan, in the form attached hereto as Exhibit A (the “Amendment”), is hereby adopted effective as of January 1, 2020; and

BE IT FURTHER RESOLVED, by the Board of Trustees of Youngstown State University that the amendment and restatement of the Plan, in the form attached hereto as Exhibit B (the “Restated Plan”), is hereby adopted effective as of January 1, 2022; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Youngstown State University authorizes the Vice President for Finance & Business Operations to execute the Amendment, the Restated Plan and any other instruments, documents or conveyances necessary to effectuate and implement the same.

BE IT FURTHER RESOLVED, by the Board of Trustees of Youngstown State University that if further amendments to the Restated Plan (or ancillary documents for the Restated Plan) or the Youngstown State University 403(b) Plan of a technical or non-discretionary nature become necessary to secure or maintain compliance with any applicable law, then the Vice President for Finance and Business Operations, in consultation with the Office of the General Counsel and the Office of Human Resources, is hereby authorized to take such actions and execute any instruments, documents or conveyances necessary to effectuate and implement the same, without further resolution by the Board of Trustees.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

**SECURE ACT AND CARES ACT AMENDMENT TO
THE YOUNGSTOWN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN**

WHEREAS, Youngstown State University (the "Employer") maintains the Youngstown State University Alternative Retirement Plan ("Plan");

WHEREAS, the Plan was established effective January 1, 1999, and was most recently amended and restated effective January 1, 2007;

WHEREAS, the Plan is a volume submitter plan maintained by The Ohio State University (the "Volume Submitter Practitioner") as the Ohio Public Education Institutions' Alternative Retirement Plan ("Volume Submitter Plan"), and is the subject of an Opinion Letter issued by the Internal Revenue Service dated March 31, 2014;

WHEREAS, the Volume Submitter Practitioner has adopted the Second Amendment to the Volume Submitter Plan to reflect changes made pursuant to the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE Act") and the Coronavirus Aid, Relief, and Economic Security Act of 2020 ("CARES Act");

WHEREAS, pursuant to Section 8.3 of the Plan, the Employer has the right to amend the Plan; and

WHEREAS, the Employer desires to amend the Plan, as set forth below, to reflect changes made pursuant to the SECURE Act and the CARES Act, in accordance with the Second Amendment to the Volume Submitter Plan.

NOW, THEREFORE, effective as of January 1, 2020 unless otherwise stated herein (the "Effective Date"), the Employer hereby amends the Plan as follows:

1. A new Section 1.16 is hereby added to the Plan as follows:

Section 1.16. Coronavirus-Related Distributions

The Plan shall not permit Coronavirus-Related Distributions.

2. A new Section 2.30 is hereby added to the Plan as follows:

Section 2.30. CARES Act

"CARES Act" shall mean the Coronavirus Aid, Relief, and Economic Security Act of 2020.

3. A new Section 2.31 is hereby added to the Plan as follows:

Section 2.31. Coronavirus-Related Distribution

"Coronavirus-Related Distribution" shall mean a distribution made to a Qualified Individual pursuant to Section 1.16.

4. A new Section 2.32, defining Qualified Individual, is hereby added to the Plan as follows:

Section 2.32. Qualified Individual

"Qualified Individual" shall mean a Participant:

(1) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(2) whose spouse or dependent (as defined in IRC Section 152) is diagnosed with such virus or disease by such a test; or

(3) who experiences adverse financial consequences as a result of: (A) the Participant, the Participant's spouse, or a member of Participant's household (i) being quarantined, (ii) being furloughed or laid off or having work hours reduced due to such virus or disease, (iii) being unable to work due to lack of child care due to such virus or disease, (iv) having a reduction in pay (or self-employment income) due to such virus or disease, or (v) having a job offer rescinded or start date for a job delayed due to such virus or disease; (B) closing or reducing hours of a business owned or operated by the Participant, the Participant's spouse, or a member of the Participant's household due to such virus or disease; or (C) other factors as determined by the Secretary of the Treasury (or the Secretary's delegate); or

(4) any other Participant who satisfies the definition of a Qualified Individual as provided in legislation modifying or extending the CARES Act or regulatory guidance under the CARES Act.

For purposes of this Section 2.32, a member of the Participant's household means someone who shares the Participant's principal residence.

5. The first paragraph of Section 5.5(h) of the Plan is hereby deleted in its entirety and replaced with the following:

The foregoing provisions shall be the standard loan provisions of the Plan. However, different loan terms may be permitted provided that the final determination shall be made by the Provider on a uniform and nondiscriminatory basis. Accordingly, the provisions of this Section 5.5 may be supplemented and/or replaced by more specific or different written provisions adopted by the Provider as part of the Plan's loan policy. In addition, if the Plan permits increased loan limits and/or delayed loan payments to Qualified Individuals under Section 1.12, those provisions shall control in the event of a conflict with the standard loan provisions of the Plan.

6. Section 7.2.1 of the Plan is hereby deleted in its entirety and replaced with the following:

7.2.1 Subject to Section 7.3, Joint and Survivor Annuity or Pre-Retirement Survivor Annuity, the requirements of this Section 7.2 shall apply to any distribution of a Participant's vested Account and will take precedence over any

inconsistent provisions of this Plan. All distributions required under this Section 7.2 shall be determined and made in accordance with the Treasury Regulations under IRC Section 401(a)(9), including the minimum distribution incidental benefit requirement. If a Participant elects to commence a distribution of his vested Account, then distributions may commence as soon as administratively feasible following a Participant's Termination Date or Disability; provided, however, that a Participant may commence a Coronavirus-Related Distribution prior to his or her Termination Date, if permitted by the Employer in Section 1.16.

7. Section 7.2.3(b)(1) of the Plan is hereby deleted in its entirety and replaced with the following:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70 ½ if the Participant would have attained age 70 ½ before January 1, 2020), if later.

8. Section 7.2.6(e) of the Plan is hereby deleted in its entirety and replaced with the following:

(e) Required beginning date. The required beginning date is April 1 of the calendar year following the later of the calendar year in which the Participant attains age 72 (age 70 ½ if the Participant attains age 70 ½ before January 1, 2020) or the calendar year in which the Participant retires.

9. Section 7.2.7 of the Plan is hereby deleted in its entirety and replaced with the following:

7.2.7 Waiver of Required Minimum Distribution

(a) Notwithstanding this Section 7.2 of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of IRC Section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs, or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(b) Notwithstanding this Section 7.2 of the Plan, for 2020 or such longer period as provided in legislation modifying or extending the CARES Act, the minimum distribution requirements set forth under this Section 7.2 will be satisfied as provided in either subsection (1) or (2) below, as determined by the Provider responsible for the Participant's required minimum distribution and in accordance with the Annuity Contracts:

(1) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of IRC Section 401(a)(9)(I) ("2020 RMDs") and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs, or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence.

(2) Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a 2020 RMD, and who would have satisfied that requirement by receiving distributions that are (i) equal to the 2020 RMDs or (ii) Extended 2020 RMDs, will receive this distribution unless the Participant or Beneficiary chooses not to receive such distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distribution described in the preceding sentence.

Further, if provided by the Annuity Contract, 2020 RMDs and/or Extended 2020 RMDs will be treated as eligible rollover distributions for purposes of Section 7.9.

- 10. Capitalized terms not otherwise defined in this SECURE Act and CARES Act Amendment shall have the meanings ascribed to them in the Plan.
- 11. All other terms and conditions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer hereby adopts this SECURE Act and CARES Act Amendment effective as of the Effective Date.

YOUNGSTOWN STATE UNIVERSITY

By: _____

Print: _____

Title: _____

Date: _____

**YOUNGSTOWN STATE UNIVERSITY
ALTERNATIVE RETIREMENT PLAN**

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ARTICLE I. GENERAL INFORMATION

Section 1.1. Plan Name and Plan Number

(a) The name of the "Plan" is "Youngstown State University Alternative Retirement Plan."

(b) The Plan Number associated with the Plan is 001.

Section 1.2. Effective Date

This is an amendment and restatement of the Plan which was originally effective January 1, 1999. The effective date of this amendment and restatement is January 1, 2022.

Section 1.3. Employer

The "Employer" shall mean Youngstown State University, a public institution of higher education within the meaning of Section 2.10. The Employer is a governmental entity as defined in IRC Section 414(d) for purposes of federal income tax laws.

ARTICLE II. DEFINITIONS

Section 2.1. Academic Employee

"Academic Employee" shall mean any employee who is a member of the faculty of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Academic Employee.

Section 2.2. Account

"Account" shall mean the amount credited to the Employer Account, the Participant Account and, if applicable, the Rollover Account of a Participant or Beneficiary.

Section 2.3. Administrative Employee

"Administrative Employee" shall mean any employee who is a member of the administrative staff of the Employer within the meaning of ORC Section 3305.05. In all cases of doubt, the Employer's Board of Trustees shall make a final determination as to whether an employee is an Administrative Employee.

Section 2.4. Applicable Form

"Applicable Form" shall mean the appropriate form as designated and furnished by the Employer and/or the Provider to make an election or provide a notice required or permitted by the Plan, provided that the Applicable Form required to enroll in the Plan shall be furnished by the Employer, or at the direction of the Employer, only. In those circumstances where the electronic disclosure requirements of Treasury Regulation Section 1.401(a)-21 are satisfied, the Employer and/or Provider may provide for the transmission of elections or notices in electronic form.

Section 2.5. Beneficiary

"Beneficiary" shall mean any person, estate or trust who by operation of law, or under the terms of the Plan, or otherwise, is entitled to receive the Account of a Participant under the Plan. A "designated Beneficiary" shall mean any individual designated or determined in accordance with Section 5.4, excluding any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession.

Section 2.6. Compensation for Purposes of Section 5.3

"Compensation" for purposes of Section 5.3 of the Plan shall mean IRC Section 415 safe-harbor compensation, including wages, salaries, differential wage payments under IRC Section 3401(h), and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulation Section 1.62-2(c)), and excluding the following:

- (i) Employer contributions (other than elective contributions described in IRC Section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in IRC Section 408(k) or a simple retirement account described in IRC Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified) (***OPTIONAL EXCLUSION***), other than amounts received during the year by an employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income.
- (ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treasury Regulation Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.
- (iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option.
- (iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in IRC Section 125).
- (v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

Section 2.7. Compensation for Purposes Other Than Section 5.3

"Compensation" for purposes other than Section 5.3 of the Plan shall mean:

(a) Pursuant to ORC Section 3305.01(E)(1), Compensation under this Paragraph (a) is intended to have the same meaning as "earnable salary" as defined in ORC Section 145.01(R). If the Participant would be subject to the Ohio Public Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation includes the following:

(i) Payments made by the Employer in lieu of salary, wages, or other earnings for sick leave, personal leave, or vacation used by the Participant;

(ii) Payments made by the Employer for the conversion of sick leave, personal leave, and vacation leave accrued, but not used if the payment is made during the year in which the leave is accrued, except that payments made pursuant to ORC Section 124.383 or ORC Section 124.386 are not Compensation;

(iii) Allowances paid by the Employer for maintenance, consisting of housing, laundry, and meals, as certified to the public employees retirement board by the Employer or the head of the department that employs the Participant;

(iv) Fees and commissions paid under ORC Section 507.09;

(v) Payments that are made under a disability leave program sponsored by the Employer and for which the Employer is required by ORC Section 145.296 to make periodic employer and employee contributions; and

(vi) Amounts included pursuant to former Divisions (K)(3) and (Y) of ORC Section 145.01 and ORC Section 145.2916.

(2) Compensation does not include any of the following:

(i) Fees and commissions, other than those paid under ORC Section 507.09, paid as sole compensation for personal services and fees and commissions for special services over and above services for which the Participant receives a salary;

(ii) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(iii) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, or use of the Employer's property or equipment, or amounts paid by the Employer to the Participant in lieu of providing the incidental benefits;

(iv) Reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(v) Payments for accrued but unused sick leave, personal leave, or vacation that are made at any time other than the year in which the sick leave, personal leave, or vacation was accrued;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(vii) Payments under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly;

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 145.01(R); and

(ix) The portion of any amount included in ORC Section 145.2916 that represents employer contributions.

(b) Pursuant to ORC Section 3305.01(E)(2), Compensation under this Paragraph (b) is intended to have the same meaning as "compensation" as defined in ORC Section 3307.01(L). If the Participant would be subject to the State Teachers Retirement System of Ohio had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to the Participant by reason of the Participant's employment, including compensation paid pursuant to a supplemental contract. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation includes amounts paid by the Employer as a retroactive payment of earnings, damages, or back pay pursuant to a court order, court-adopted

settlement agreement, or other settlement agreement if the Plan receives amounts equal to those described in ORC Sections 3307.01(L)(1)(b)(i) and (ii), except to the extent that any portion of such amount is described in Paragraph (b)(2) below.

(2) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary, compensation, or benefits under ORC Chapter 145, 3307 or 3309 are paid;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made by the Employer in exchange for the Participant's waiver of a right to receive any payment, amount, or benefit described in ORC Section 3307.01(L)(2);

(vii) Payments by the Employer for services not actually rendered;

(viii) Any amount paid by the Employer as a retroactive increase in salary, wages, or other earnings unless the increase is described in ORC Section 3307.01(L)(2)(h);

(ix) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(x) Payments made to the Participant under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio General Assembly, Section 3 of Amended Substitute Bill

No. 164 of the 124th Ohio General Assembly or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(xi) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 3307.01(L).

(c) Pursuant to ORC Section 3305.01(E)(3), Compensation under this Paragraph (c) is intended to have the same meaning as "compensation" as defined in ORC Section 3309.01(V). If the Participant would be subject to the School Employees Retirement System had the Participant not made an election pursuant to ORC Section 3305.05 or 3305.051 to participate in this Plan, all salary, wages, and other earnings paid to a Participant by reason of employment. The salary, wages, and other earnings shall be determined prior to determination of the amount required to be contributed by the Participant under Section 4.1 and without regard to whether any of the salary, wages, or other earnings are treated as deferred income for federal income tax purposes.

(1) Compensation does not include any of the following:

(i) Payments for accrued but unused sick leave or personal leave, including payments made under a plan established pursuant to ORC Section 124.39 or any other plan established by the Employer;

(ii) Payments made for accrued but unused vacation leave, including payments made pursuant to ORC Section 124.13 or a plan established by the Employer;

(iii) Payments made for vacation pay covering concurrent periods for which other salary or compensation is also paid or during which benefits are paid under ORC Chapter 3309;

(iv) Amounts paid by the Employer to provide life insurance, sickness, accident, endowment, health, medical, hospital, dental, or surgical coverage, or other insurance for the Participant or the Participant's family, or amounts paid by the Employer to the Participant in lieu of providing the insurance;

(v) Incidental benefits, including lodging, food, laundry, parking, or services furnished by the Employer, use of the Employer's property or equipment, and reimbursement for job-related expenses authorized by the Employer, including moving and travel expenses and expenses related to professional development;

(vi) Payments made to or on behalf of the Participant that are in excess of the annual compensation that may be taken into account by the Plan under IRC Section 401(a)(17);

(vii) Payments made under Division (B), (C) or (E) of ORC Section 5923.05, Section 4 of Substitute Senate Bill No. 3 of the 119th Ohio

General Assembly, Section 3 of Amended Substitute Senate Bill No. 164 of the 124th Ohio General Assembly, or Amended Substitute House Bill No. 405 of the 124th Ohio General Assembly; and

(viii) Anything of value received by the Participant that is based on or attributable to retirement or an agreement to retire within the meaning of ORC Section 3309.01(V).

Notwithstanding the foregoing, Compensation shall not be reduced by the amount of exclusions that are not currently includible in the Participant's gross income by reason of the application of IRC Sections 125, 132(f), 402(e)(3), 403(b), 414(h)(2), and 457.

An employee who has satisfied the eligibility requirements for Employer Contributions and Nonelective Contributions during a Plan Year shall be entitled to such contributions only with respect to Compensation earned on or after the date he or she becomes a Participant.

The annual Compensation of each Participant taken into account in determining allocations shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B) (\$270,000 in 2017). Annual Compensation means Compensation during the Plan Year. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the Plan Year that begins with or within such calendar year.

Section 2.8. Disabled or Disability

"Disabled" or "Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration, provided that such Disability occurs while the Participant is an Eligible Employee of the Employer and satisfies the definition under IRC Section 72(m)(7). A Participant shall be considered Disabled only if the permanence and degree of such impairment is supported by medical evidence. Such determinations shall be made by each Provider.

Section 2.9. Eligible Employee

"Eligible Employee" shall mean any Full-time Employee as defined in Section 2.18; provided, however, Eligible Employee shall include: (a) any employee who participated in an alternative retirement plan (as described in ORC Chapter 3305) in the employee's last employment position with the Employer (and who has not incurred a One Year Break in Service) and who transfers, or is transferred, to an employment position with the Employer for which an alternative retirement plan (as described in ORC Chapter 3305) is not available from that Employer; (b) any employee whose employment with the Employer terminates while the employee is participating in an alternative retirement plan (as described in ORC Chapter 3305) and the employee recommences employment with the Employer before the employee has had a One Year Break in Service regardless of the employee's employment position with the Employer upon the employee's return; and (c) any Full-time Employee whose previous employment with the Employer terminated before the employee had completed 120 days of service with the Employer and such employee had not, or had not been deemed to have, elected to participate in a State Retirement System during such employee's previous employment with the Employer.

Section 2.10. Employer

"Employer" shall mean the public institution of higher education identified in Section 1.3 that is: (a) a state university or a state institution of higher education, in each case as defined in ORC Section 3345.011; (b) the Northeast Ohio Medical University, formerly known as the Northeastern Ohio Universities College of Medicine; or (c) a university branch, technical college, state community college, community college, or municipal university established or operating under ORC Chapter 3345, 3349, 3354, 3355, 3357, or 3358.

Section 2.11. Employer Account

"Employer Account" shall mean the separate account maintained for each Participant to which all Employer Contributions shall be allocated.

Section 2.12. Employer Contributions

"Employer Contributions" shall mean those contributions made by the Employer pursuant to Section 4.2.

Section 2.13. Employment Commencement Date

"Employment Commencement Date" shall mean the date that the employee first performs an Hour of Service with the Employer.

Section 2.14. EPCRS

"EPCRS" shall mean the Employee Plans Compliance Resolution System or any successor thereto.

Section 2.15. Forfeiture

"Forfeiture" shall mean the amount of the non-Vested portion of a Participant's Employer Account following a Participant's Severance from Employment with the Employer.

Section 2.16. Forfeiture Account

"Forfeiture Account" shall mean the separate account maintained under the Plan to which all Forfeitures shall be allocated.

Section 2.17. Former Provider

"Former Provider" shall mean any service provider that was approved by the Employer to provide services and to offer Investment Options under the Plan, but that ceases to be eligible to receive new contributions under the Plan, but only to the extent that the Former Provider continues to hold Plan assets. A Former Provider shall retain all responsibilities of a Provider under the Plan for so long as it continues to hold Plan assets, provided, however, that in no event shall contributions under Article IV or intra-plan transfers under Section 5.2 be made to a Former Provider.

Section 2.18. Full-time Employee

"Full-time Employee" shall mean an employee who is classified by the Employer as having a 40-hour per week assignment or its equivalent for a duration of at least nine months. Full-time non-tenure track faculty who are appointed after the start of the academic year and have an appointment of less than nine months shall be deemed to have full-time status for the purpose of benefits eligibility if their offer of appointment explicitly includes a statement of the Employer's intent to offer a nine month appointment in the succeeding year. A person's service with the Employer as a "leased employee" as defined in IRC Section 414(n) shall not be included in determining whether such person is a "Full-time Employee."

Section 2.19. Hour of Service

"Hour of Service" shall mean each hour for which an employee is paid or entitled to payment for the performance of duties for the Employer.

Section 2.20. Investment Options

"Investment Options" shall mean the investment funds available under the Plan and specifically approved by the Employer, in its sole and absolute discretion, for use under this Plan in accordance with Article V.

Section 2.21. IRC

"IRC" shall mean the Internal Revenue Code of 1986, as amended.

Section 2.22. Joint and Survivor Annuity

"Joint and Survivor Annuity" shall mean an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Beneficiary which is not less than 50% and not more than 100% of the amount of the annuity which is payable during the joint lives of the Participant and the Participant's Beneficiary and which is the actuarial equivalent of the Participant's Vested Account. The percentage of the survivor annuity under the Plan shall be elected by the Participant subject to the annuity options available under the Trust.

Section 2.23. Nonelective Contributions

"Nonelective Contributions" shall mean those contributions made by the Participant pursuant to Section 4.1.

Section 2.24. One Year Break in Service

"One Year Break in Service" shall mean a Period of Severance of at least 365 consecutive days.

Section 2.25. ORC

"ORC" shall mean the Ohio Revised Code, as amended. The portions of the ORC referenced in this Plan are attached and made a part of this Plan at Appendix A. All citations to sections of the ORC are to such sections as they may from time to time be amended or renumbered.

Section 2.26. Participant

"Participant" shall mean every employee or former employee who has met the applicable participation requirements of Article III.

Section 2.27. Participant Account

"Participant Account" shall mean the account to which all Nonelective Contributions and Voluntary Contributions by the Participant shall be allocated, if applicable. Separate accounts within the Participant Account will be maintained for the Nonelective Contributions and the Voluntary Contributions of each Participant.

Section 2.28. Period of Severance

"Period of Severance" shall mean a continuous period of time, beginning on the employee's Severance from Employment, during which the employee is not employed by the Employer.

Section 2.29. Plan

"Plan" shall mean this Plan. For purposes of the IRC, this Plan shall be considered and administered as a profit sharing plan under IRC Section 401(a) and a governmental plan under IRC Section 414(d).

Section 2.30. Plan Year

"Plan Year" shall mean the calendar year.

Section 2.31. Pre-Retirement Survivor Annuity

"Pre-Retirement Survivor Annuity" shall mean a survivor annuity for the life of the surviving Beneficiary of the Participant which is the actuarial equivalent of the Participant's Vested Account.

Section 2.32. Provider

"Provider" shall mean a service provider that provides recordkeeping and/or administrative services under the Plan, and that offers Investment Options under the Plan, pursuant to Section 5.1 and in conformance with ORC Section 3305.03. The Employer shall approve the Providers under the Plan in accordance with ORC Section 3305.04 and in the Employer's sole and absolute discretion. The approved Providers under the Plan shall be set forth in Appendix B, which may be modified from time to time, provided that any such modification shall not constitute an amendment to the Plan. With respect to an individual Participant, "Provider" shall mean the service provider selected by the Participant to provide the Participant's Investment Options. A

Provider's responsibilities under the Plan, as to any Participant, shall be limited to the Accounts of those Participants investing in Investment Options offered by that Provider, unless otherwise agreed between the Employer and the Provider.

Section 2.33. Related Employer

"Related Employer" shall mean the Employer and any other entity that is required to be aggregated with the Employer under IRC Section 414(b), (c) or (m) based on a reasonable good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

Section 2.34. Rollover Account

"Rollover Account" shall mean the separate account maintained for each Participant to which all Rollover Contributions shall be allocated.

Section 2.35. Rollover Contribution

"Rollover Contribution" means those amounts transferred to this Plan as described in Section 4.5.

Section 2.36. Severance from Employment

"Severance from Employment" shall mean the complete termination of the Eligible Employee's employment with the Employer for any reason, including death, Disability, or retirement.

Section 2.37. Spouse

"Spouse" shall mean the individual whose marriage to a Participant is recognized by the Internal Revenue Service for federal income tax purposes.

Section 2.38. State Retirement System

"State Retirement System" shall mean, as applicable, the Ohio Public Employees Retirement System (as codified under ORC Chapter 145), the State Teachers Retirement System of Ohio (as codified under ORC Chapter 3307), or the School Employees Retirement System (as codified under ORC Chapter 3309).

Section 2.39. Trust

"Trust" shall mean a qualified trust under IRC Section 401(a) and/or individual or group custodial accounts or annuity contracts treated as a qualified trust under IRC Section 401(f), established by the Employer to hold Plan assets. The Trust is set forth under a written document or documents that is separate from this Plan. In the event of any conflict between the terms of the Trust and the terms of the Plan, the terms of the Plan shall control.

Section 2.40. USERRA

"USERRA" shall mean the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 2.41. Vested

"Vested" shall mean the interest of the Participant or Beneficiary in his or her Account which is unconditional, legally enforceable, and nonforfeitable.

Section 2.42. Voluntary Contribution

"Voluntary Contribution" shall mean those contributions made by the Participant pursuant to Section 4.3.

ARTICLE III. ELIGIBILITY TO PARTICIPATE

Section 3.1. Initial Entry

All Eligible Employees as of the date the Board of Trustees of the Employer establishes the Plan shall have a period of 120 days from such date in which to elect on the Applicable Form to participate in the Plan. Each other Eligible Employee shall have a period of 120 days from his or her Employment Commencement Date in which to elect on the Applicable Form to participate in the Plan, as provided under ORC Sections 3305.05 and 3305.051. Such election shall be effective on the Eligible Employee's Employment Commencement Date and shall be irrevocable when made. An Eligible Employee who fails to elect participation in the Plan on the Applicable Form may not subsequently elect participation unless he or she has a Severance from Employment and is reemployed as an Eligible Employee following a One Year Break in Service. For existing employees who became Eligible Employees due to a change in position, references in this Section 3.1 to Employment Commencement Date shall mean the date upon which the employee became an Eligible Employee.

Section 3.2. Continued Participation

A Participant shall continue to participate in the Plan as long as the Participant remains an employee of the Employer.

Section 3.3. Resumption of Participation

In the event a Participant is reemployed prior to incurring a One Year Break in Service, such employee shall participate in the Plan immediately upon becoming an Eligible Employee of the Employer.

Section 3.4. Eligibility Determinations and Employer Powers

(a) The Employer shall have full power to: (i) interpret and construe this Plan in a manner consistent with its terms and provisions and with IRC Section 401 and other applicable qualified plan provisions of the IRC, and to establish rules and procedures conforming to those

provisions; (ii) determine all questions of eligibility and of the status and rights of Participants; (iii) determine the amounts to be contributed to each Participant's Account; and (iv) employ such agents, attorneys, actuaries, accountants, auditors, investment counsel, and clerical assistants as it may deem necessary. In all such cases the Employer's determination shall be final and conclusive upon all persons. It is recognized that unusual circumstances may occur and questions may arise that are not specifically covered by any provision of this Plan, and the Employer shall have the right to resolve all such questions.

(b) Notwithstanding the above, the Employer's power and responsibility under this Plan shall not extend to, nor have any control over, those responsibilities and duties of the Provider.

ARTICLE IV. CONTRIBUTIONS

Section 4.1. Nonelective Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall be deemed to have authorized the Employer to deduct from such Participant's Compensation, prior to its payment, a specified percentage of such Participant's Compensation, as a Nonelective Contribution to the Plan. Such contributions shall be credited to the Participant Account.

(b) The Nonelective Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, would have otherwise been contributed to the State Retirement System that applies to the Participant's position(s); provided that the Nonelective Contribution percentage shall not be less than three percent.

(c) Nonelective Contributions, although designated as employee contributions, shall be picked up and paid by the Employer as an Employer contribution pursuant to IRC Section 414(h)(2). The Employer's action providing for the treatment of the Nonelective Contributions as Employer contributions shall be evidenced in writing by minutes of a meeting, resolution, or other formal action by the Employer which will effectuate the pick-up provisions under IRC Section 414(h)(2). The Employer shall remit the picked up Nonelective Contribution directly to the Plan, instead of paying such amounts to the Participant. A Participant may not elect to receive Nonelective Contributions directly instead of having them paid by the Employer to the Plan. The Employer may choose to apply for approval from the National Office of the Internal Revenue Service concerning the applicability of IRC Section 414(h)(2).

Section 4.2. Employer Contributions

(a) An Eligible Employee who becomes a Participant under this Plan in accordance with the provisions of Article III shall receive a specified percentage of such Participant's Compensation as an Employer Contribution to the Plan. Such contributions shall be credited to the Employer Account.

(b) The Employer Contribution percentage shall equal the percentage of the Participant's Compensation earned during the year which, but for the election to participate in this Plan, the Employer would have otherwise contributed to the State Retirement System that applies

to the Participant's position(s), less the mitigating rate percentage contributed by the Employer to such State Retirement System pursuant to ORC Section 3305.06(D).

(c) Each Participant will share in Employer Contributions for the period beginning on the date the Participant commences participation under the Plan and ending on the date on which such Participant severs employment with the Employer or is no longer an Eligible Employee.

Section 4.3. Voluntary Contributions

Effective April 1, 2001, voluntary non-deductible employee contributions to the Plan shall no longer be permitted. Voluntary non-deductible employee contributions made prior to April 1, 2001, shall be held and administered in accordance with the terms of the Plan.

Section 4.4. Social Security Replacement Plan

Notwithstanding Sections 4.1 and 4.2, in no event shall the amount contributed under Sections 4.1 and 4.2, when combined with the amount contributed under any other qualified defined contribution retirement plan maintained by the Employer on behalf of a Participant, if any, be less than the amount necessary to qualify the Plan as a state retirement system with respect to such Participant pursuant to IRC Section 3121(b)(7) and the Treasury Regulations adopted thereunder.

Section 4.5. Rollover Contributions

(a) The Plan will accept a Rollover Contribution from a Participant, whether by indirect rollover or direct rollover, from the types of plans specified in Paragraphs (b) and (c) below, subject to the requirements of Paragraph (d) below and the Provider's ability to account separately for such amounts. Subject to the terms of the Trust and ORC Section 3305.07, a Participant may request a distribution of all or a portion of the Participant's Account attributable to his or her Rollover Contributions at any time.

(b) The Plan will accept a direct or indirect rollover of an eligible rollover distribution from:

(1) A qualified plan described in IRC Section 401(a) or 403(a).

(2) An annuity contract described in IRC Section 403(b).

(3) An eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(c) The Plan will accept an indirect rollover of the portion of a distribution from an individual retirement account or annuity described in IRC Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

(d) A Rollover Contribution to the Plan shall meet the following requirements:

(1) Rollover Contributions will be permitted to the Plan if the plan from which the funds are to be transferred permit the transfer to be made, and the Provider is reasonably satisfied that such transfer will not jeopardize the tax exempt status of this Plan or create adverse tax consequences for the Employer. Rollover Contributions shall be made by delivery of such amount to the respective Provider. All Rollover Contributions must be in cash only.

(2) The Plan will not accept any portion of a Rollover Contribution that includes after-tax employee contributions or Roth contributions.

(3) A Rollover Contribution that is not made by direct rollover must be transferred within 60 days of the date the Participant received the eligible rollover distribution; provided, however, that a Participant may make a Rollover Contribution after the 60-day rollover deadline if the Participant certifies to the Provider on an Applicable Form that the reason for the late contribution qualifies the Participant for a waiver of the 60-day rollover deadline pursuant to Revenue Procedure 2016-47.

(4) If the Provider accepts a Rollover Contribution, it shall allocate it to a separate Rollover Account. The funds shall be invested separately, and any appreciation, depreciation, gain, or loss with respect to the Rollover Account, and any related expenses, shall be allocated to such Rollover Account.

(5) Rollover Contributions shall not be considered to be Participant Contributions for the purpose of calculating the limitations under Section 5.3.

(6) Any amount that is credited to a Participant's Account pursuant to a Rollover Contribution under this Section 4.5 shall be 100% Vested and nonforfeitable at all times.

Section 4.6. Transfers from a Plan of the Employer

(a) Any Participant who has participated in a plan under IRC Section 401(a) or 403(a) attributable to such Participant's current employment with the Employer may elect to transfer all or a portion of the amount accumulated under such other plan to this Plan, provided such transfer is effected in a manner consistent with the terms of such other plan as well as the terms of this Plan. Such transfer shall only be permitted if such transfer qualifies as a tax-free transfer under generally accepted interpretations of the IRC. The portion of a Participant's Account attributable to such a transfer shall be subject to the terms of this Plan as if the contributions from which the transferred amount are derived were made under this Plan.

(b) Any amount that is credited to a Participant's Account pursuant to a transfer under this Section 4.6 shall be 100% Vested and nonforfeitable at all times. In all other respects, the portion of a Participant's Account attributable to such transfer shall be subject to the terms of this Plan.

Section 4.7. Plan Expenses

All reasonable expenses of administering the Plan shall be charged against and paid from Participants' Accounts, unless paid by the Employer.

Section 4.8. Paid Leave of Absence

Nonelective Contributions and Employer Contributions shall continue to be made to the Plan during a paid leave of absence based on the Compensation actually paid to the Participant.

ARTICLE V. ADMINISTRATION OF ACCOUNTS

Section 5.1. Plan Investments

(a) The amounts allocated to a Participant's Account shall be invested in the Investment Options offered by the Provider selected by the Participant in accordance with ORC Section 3305.053. The Participant shall direct the investment of his or her Account in one or more of the Investment Options available under the Plan. The Participant may make or change his or her investment selections by filing the Applicable Form with the Provider.

(b) The Investment Options available to Participants under the Plan shall be selected by the Employer and communicated to Participants. The Employer's current selection of Investment Options available from a Provider is not intended to limit future additions or deletions of Investment Options available from such Provider.

(c) If a Participant does not have a valid and complete investment election on file with a selected Provider, or if a Participant fails to select a Provider, the Participant's Account shall be invested in the default fund designated by the Employer in its sole and absolute discretion, until such time that the Participant makes an affirmative election regarding the investment of his or her Account.

Section 5.2. Intra-Plan Transfers

(a) Subject to a Provider's rules for transfers and ORC Section 3305.053, a Participant may direct that all or part of his or her Account be transferred from an Investment Option offered by the Provider to another Investment Option offered by the Provider at any time.

(b) Subject to any terms and conditions established by the Employer and ORC Section 3305.053, a Participant may elect to change the Provider at any time during the Plan Year. If a Participant makes an election to change Providers, the Participant may specify at any time that all or part of such Participant's Account be transferred to the new Provider; provided, however, that a Provider is not required to immediately transfer any part of the Participant's Account invested at the Participant's election in a fixed annuity account if the contract with the Participant under which the investment was made permits the Provider to make such a transfer over a period of time not exceeding ten years and the contract was filed with and approved by the Ohio Department of Insurance or any successor.

(c) Notwithstanding anything in this Section 5.2 to the contrary, in no event may a Participant elect to transfer any part of his or her Account to a Former Provider.

Section 5.3. Limitations on Allocations to each Participant

(a) If a Participant does not participate in, and has never participated in, another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition (defined in Paragraph (c) below), the amount of annual additions which can be credited to the Account of a Participant for any limitation year (defined in Paragraph (c) below) will not exceed the lesser of the maximum permissible amount (defined in Paragraph (c) below), or any other limitation contained in this Plan. If the Employer Contribution that would otherwise be contributed or allocated to the Account of a Participant would cause the annual additions for the limitation year to exceed the maximum permissible amount, such Employer Contribution will be reduced so that the annual additions for the limitation year will equal the maximum permissible amount. If the limits under IRC Section 415 are exceeded for any taxable year, then the Participant's Account may be corrected as set forth in EPCRS.

(b) This Paragraph (b) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, or a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer, or an individual medical benefit account, as defined in IRC Section 415(1)(2), maintained by the Employer, or a simplified employee pension, as defined in IRC Section 408(k), maintained by the Employer, which provides an annual addition during any limitation year. The annual additions which can be credited to the Account of a Participant under the other qualified defined contribution plans, individual medical benefit accounts, welfare benefit funds, and simplified employee pension for the same limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to the Account of a Participant under this Plan for such limitation year. If the annual additions with respect to the Participant under this Plan are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the account(s) of the Participant under such other qualified defined contribution plans, individual medical benefit accounts, welfare benefit funds, and simplified employee pension for the limitation year. If the limits under IRC Section 415 are exceeded for any taxable year, then the Account of the Participant may be corrected as set forth in EPCRS.

(c) For purposes of this Section 5.3, the following definitions shall apply:

(1) An "annual addition" is the sum of the following credited to the Account of a Participant for the limitation year:

- (i) Employer Contributions;
- (ii) Participant contributions (Nonelective Contributions and Voluntary Contributions);
- (iii) Forfeitures;

(iv) amounts allocated to an individual medical benefit account, as defined in IRC Section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer, are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in IRC Section 419A(d)(3), under a welfare benefit fund, as defined in IRC Section 419(e), maintained by the Employer are treated as annual additions to a defined contribution plan; and

(v) allocations under a simplified employee pension, as defined in IRC Section 408(k).

(2) "Compensation" is defined in Section 2.6 of the Plan, but for purposes of applying the limitations described in this Section 5.3, the following applies:

(i) Compensation shall be based on the amount actually paid or made available to the Participant (or, if earlier, includible in the gross income of the Participant) during the limitation year.

(ii) Compensation paid or made available during a limitation year shall include amounts that would otherwise be included in compensation but for an election under IRC Section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

(iii) Back pay, within the meaning of Treasury Regulation Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(iv) Compensation shall include amounts paid by the later of 2½ months after the Participant's Severance from Employment or the end of the limitation year that includes the date of the Participant's Severance from Employment, if:

(A) the payment is for unused accrued bona fide sick, vacation, or other leave (but only if the Participant would have been able to use the leave if employment had continued); or

(B) the payment is received by the Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income; or

(C) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside

the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Participant while the Participant continued in employment with the Employer.

Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2½ months after the date of Severance from Employment or the end of the limitation year that includes the date of Severance from Employment.

(v) Compensation shall include amounts earned during the limitation year but not paid during that limitation year solely because of the timing of pay periods and pay dates, provided:

(A) such amounts are paid during the first few weeks of the next limitation year;

(B) such amounts are included on a uniform and consistent basis with respect to all similarly situated Participants; and

(C) no such amounts are included in more than one limitation year.

(vi) Compensation for purposes of this Section 5.3 shall not reflect compensation for a year greater than the limit under IRC Section 401(a)(17) that applies to that year.

(3) The "limitation year" is the Plan Year. If a short limitation year is created because of an amendment changing the limitation year to a different 12-consecutive month period, the maximum permissible amount will not exceed the defined contribution dollar limit under Subparagraph (4) multiplied by the following fraction:

$$\frac{\text{Number of months in the short limitation year}}{12}$$

If the Plan is terminated as of a date other than the last day of the limitation year, the Plan is deemed to have been amended to change its limitation year and the maximum permissible amount shall be prorated for the resulting short limitation year.

(4) The "maximum permissible amount" is the lesser of (a) 100% of the Participant's Compensation for the limitation year, or (b) \$40,000 as adjusted for increases in the cost-of-living under IRC Section 415(d).

Section 5.4. Designation of Beneficiary

(a) Each Participant may, pursuant to the Applicable Form provided by the Provider, designate from time to time in writing one or more Beneficiaries, who will receive the Participant's

Vested Account balance in the event of the Participant's death. Designation of one or more Beneficiaries shall become effective upon receipt of the fully completed Applicable Form by the Provider and shall supersede all prior designations made by the Participant. If the Participant dies without having made a Beneficiary designation, the Provider shall distribute such benefits in order provided in the Annuity Contract or, if not so provided, in the following order of priority: (1) the Participant's Spouse; (2) the Participant's issue, per stirpes; (3) the Participant's surviving parents, in equal shares; or (4) the Participant's estate.

(b) Notwithstanding Paragraph (a), in accordance with ORC Section 3305.10, in the event of the death of a married Participant, the surviving Spouse must be the sole Beneficiary unless the surviving Spouse has consented in writing to a different election, has acknowledged the effect of such election, and the consent and acknowledgement are witnessed by a duly authorized Provider representative or notary public. The election may not be changed without spousal consent, unless the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe. The Participant is responsible for notifying the Provider if the Spouse of a Participant is located or if a Participant remarries. If the Participant so notifies the Provider, the Provider shall then, if applicable, make available to such Spouse the spousal consent procedures described in this Section. Any consent, or lack of consent where a Spouse cannot reasonably be located, is effective only with respect to that Spouse.

Section 5.5. Loans to Participants

The Plan shall not permit loans.

Section 5.6. Valuation of Accounts

The assets of the Plan shall be valued at fair market value at least annually. On any such valuation date, the earnings and losses of the Plan will be allocated to each Participant's Account in the ratio that such Account balance bears to all Account balances.

ARTICLE VI. VESTING

Section 6.1. Participant Account and Rollover Account 100% Vested

Participant Accounts and Rollover Accounts shall be 100% Vested at all times.

Section 6.2. Employer Account Vesting on Death, Disability or Normal Retirement

Age

If a Participant's employment is terminated due to his or her death, due to his or her Disability, or on or after the Participant's attaining age 65 ("Normal Retirement Age"), 100% of the Participant's Employer Account shall be Vested.

Section 6.3. Employer Account Vesting on Severance from Employment

A Participant's Employer Account shall be 100% Vested at all times.

ARTICLE VII. DISTRIBUTIONS

Section 7.1. Distribution of Benefits

(a) A Participant may request distribution of all or a portion of his or her Vested Account at any time after the Participant's Severance from Employment or, if earlier, Disability.

(b) Notwithstanding Paragraph (a), if permitted under Section 4.5, a Participant may request a distribution of all or part of his or her Rollover Account at any time.

Section 7.2. Forms of Payment

(a) Subject to Section 7.4 and ORC Section 3305.10, and to the extent permitted by the Trust, a Participant may elect on the Applicable Form to receive a distribution of his or her Vested Account in any of the following forms:

(1) An annuity with a default option of a Joint and Survivor Annuity or Pre-Retirement Survivor Annuity as provided in Section 7.4.

(2) A lump sum distribution.

(3) Installment payments (subject to the limitations of Paragraph (c)).

(4) An optional survivor annuity.

(b) If the Participant is married at the time he or she requests a distribution, the Participant's Spouse must consent to the form of payment selected by the Participant before the Provider may make any payment. The consent must be in writing, must acknowledge the form of payment, and must be witnessed by the Provider or notary public. Spousal consent shall not be necessary if it is established to the satisfaction of the Provider that there is no Spouse, the Spouse cannot reasonably be located, or for such other reasons as the Treasury Regulations may prescribe.

(c) If distributions are made in installments, the amount of the installment to be distributed each year must be at least an amount equal to the quotient obtained by dividing the Participant's entire interest by the life expectancy (defined in Section 7.5(e)) of the Participant or the joint and last survivor expectancy of the Participant and his or her designated Beneficiary. Life expectancy and joint and last survivor expectancy are computed by the use of the return multiples contained in Treasury Regulation Section 1.72-9, Table V and VI or, in the case of payments under a contract issued by an insurance company, by use of the life expectancy tables of the insurance company. For purposes of this computation, a Participant's life expectancy may be recalculated no more frequently than annually, but the life expectancy of a non-Spouse Beneficiary may not be recalculated.

(d) The Provider shall be responsible for distributing a Participant's Account and for making such distributions pursuant to the provisions of the Plan.

Section 7.3. Death Benefits

(a) In the event of the death of a Participant after distribution of the Participant's Vested Account has begun, but prior to completion of such payments, the full amount of such unpaid Vested Account shall continue to be paid in the form elected by the Participant, provided that the Beneficiary may request that the remaining Account be paid in a lump sum.

(b) In the event of the death of the Participant prior to the commencement of payment of his or her Account, distributions shall be made in the form and at the time or times selected by the Beneficiary pursuant to Sections 7.2, 7.4 and 7.5.

(c) In the event of the death of a Beneficiary (or a contingent Beneficiary, if applicable) prior to the completion of payment of benefits due the Beneficiary from the Plan, the full amount of such unpaid Vested Account shall become the property of the estate of said Beneficiary.

Section 7.4. Joint and Survivor Annuity or Pre-Retirement Survivor Annuity

(a) The provisions of this Section 7.4 shall apply only to the extent that the Employer has elected the Joint and Survivor Annuity or Pre-Retirement Survivor Annuity option as the default form of payment under Section 7.2.

(b) Unless an optional form of benefit is selected within the 180-day period ending on the annuity starting date (as defined in Paragraph (e) below), a married Participant's Vested Account will be paid in the form of a Joint and Survivor Annuity with the Participant's Spouse, and an unmarried Participant's Vested Account will be paid in the form of a single life annuity (defined in Paragraph (e) below).

(c) Unless an optional form of benefit is selected, if a Participant dies before the annuity starting date (defined in Paragraph (e) below), then the Participant's Vested Account shall be applied toward the purchase of a Pre-Retirement Survivor Annuity. The surviving Beneficiary may elect to have such annuity distributed within a reasonable period after the Participant's death, subject to Section 7.5.

(d) A Participant who elects to waive the Joint and Survivor Annuity form of benefit is entitled to elect an optional survivor annuity (as defined in Paragraph (e) below) at any time during the applicable election period. Furthermore, the written explanation of the Joint and Survivor Annuity shall explain the terms and conditions of the optional survivor annuity.

(e) For purposes of this Section 7.4, the following definitions shall apply:

(1) The "annuity starting date" is the first day of the first period for which an amount is paid as an annuity or any other form.

(2) The "applicable percentage" is based on the survivor annuity percentage (*i.e.*, the percentage which the survivor annuity under the Plan's Joint and Survivor Annuity

bears to the annuity payable during the joint lives of the Participant and the Spouse). If the survivor annuity percentage is less than 75%, the "applicable percentage" is 75%. If the survivor annuity percentage is greater than or equal to 75%, the "applicable percentage" is 50%.

(3) An "optional survivor annuity" is an immediate annuity (i) for the life of the Participant with a survivor annuity for the life of the Spouse which is equal to the applicable percentage (defined above) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse, and (ii) which is the amount of the benefit that can be purchased with the Participant's Vested Account. An optional survivor annuity also includes any annuity in a form having the effect of an annuity described in the preceding sentence.

(4) A "single life annuity" is an annuity payable in equal installments for the life of the Participant that terminates upon the Participant's death.

(f) Notice Requirements.

(1) In the case of a Joint and Survivor Annuity, the Provider shall, no less than 30 days and no more than 180 days prior to the annuity starting date, provide each Participant a written explanation of: (i) the terms and conditions of the Joint and Survivor Annuity and the optional survivor annuity; (ii) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity form of benefit; (iii) the rights of a Participant's Spouse; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution.

(2) In the case of a Pre-Retirement Survivor Annuity, the Provider shall provide each Participant within the applicable period (as defined below) for such Participant a written explanation of the Pre-Retirement Survivor Annuity in such terms and in such manner as would be comparable to the explanation provided for meeting the requirements of Paragraph (f)(1) applicable to a Joint and Survivor Annuity. The written explanation shall comply with the requirements of Treasury Regulation Section 1.417(a)(3)-1. The applicable period for a Participant is a reasonable period ending after the individual becomes a Participant.

Section 7.5. Required Distribution Rules

(a) General Rules

(1) The requirements of this Section 7.5 will take precedence over any inconsistent provisions of the Plan.

(2) All distributions required under this Section 7.5 will be determined and made in accordance with the Treasury Regulations under IRC Section 401(a)(9), the changes under the Setting Every Community Up for Retirement Enhancement Act of 2019,

and the regulations promulgated thereunder, including the incidental death benefit rules under IRC Section 401(a)(9)(G).

(3) Spousal consent under Section 7.2 is not required if the Plan is required to make a distribution under the Plan to satisfy IRC Section 401(a)(9) because the Participant or Beneficiary has failed to timely request such a distribution. In such case, notwithstanding any other provision of the Plan, IRC Section 401(a)(9) may be satisfied by a lump sum distribution of the required minimum amount to the Participant or Beneficiary.

(b) Time and Manner of Distribution

(1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. "Required beginning date" shall mean the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 72 (70½ if the Participant attains age 70½ before January 1, 2020) or the calendar year in which the Participant retires.

(2) The Provider(s) shall be solely responsible for calculating the amounts required to be distributed to a Participant under this Section and notifying such Participant of such distributions at least 60 days prior to the date distributions must begin.

(c) 2020 Waiver. Notwithstanding this Section 7.5 of the Plan, for 2020 or such longer period as provided in legislation modifying or extending the Coronavirus Aid, Relief and Economic Security Act of 2020, the minimum distribution requirements set forth under this Section 7.5 will be satisfied as provided in either Paragraph (f)(1) or Paragraph (f)(2), as determined by the Provider responsible for the Participant's required minimum distribution and in accordance with the Trust:

(1) Amount Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of IRC Section 401(a)(9)(I) ("2020 RMDs") and who would have satisfied that requirement by receiving distributions that are either (i) equal to the 2020 RMDs, or (ii) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Beneficiary, or for a period of at least ten (10) years ("Extended 2020 RMDs"), will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence.

(2) Lifetime Effective March 27, 2020, or as soon as administratively practicable thereafter, a Participant or Beneficiary who would have been required to receive a 2020 RMD, and who would have satisfied that requirement by receiving distributions

that are (i) equal to the 2020 RMDs or (ii) Extended 2020 RMDs, will receive this distribution unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distribution described in the preceding sentence.

Further, if provided by the Trust, 2020 RMDs and/or Extended 2020 RMDs will be treated as eligible rollover distributions for purposes of Section 7.9.

Section 7.6. Transfers from Plan

The Employer, in its sole discretion, may permit a plan-to-plan transfer of part or all of the Vested Account of a Participant or a group of Participants to a qualified retirement plan under IRC Section 401(a) or Section 403(a).

Section 7.7. Inability to Locate Participant or Beneficiary

(a) If the Provider cannot locate the Participant or Beneficiary to whom the Vested Account is to be distributed, and reasonable efforts have been made to find such a person, the Participant's Vested Account may be forfeited, subject to state law, and used to reduce Employer Contributions; provided that, if the Participant is subsequently located, such Forfeiture shall be restored and the restoration shall be made first out of Forfeitures, if any, and then by additional Employer Contributions.

(b) For purposes of this Section 7.7, a Provider will be deemed to have exhausted reasonable efforts to locate a Participant or Beneficiary if the Provider has taken the following steps:

(1) Attempted contact via United States Postal Service certified mail to the last known mailing address and through appropriate means for any address or contact information (including email addresses and telephone numbers);

(2) Searched Plan related records and publicly available records or directories for alternative contact information;

(3) Requested the Employer to review its Plan and/or employment records for alternative contact information; and

(4) Attempted to locate the Participant or Beneficiary by use of a commercial locator service, a credit reporting agency, or a proprietary internet search tool for locating individuals.

Section 7.8. Division of Marital or Separate Property

(a) Notwithstanding any other provisions of Article VII, any Account of a Participant may be apportioned between the Participant and an alternate payee pursuant to an order for division of marital or separate property that satisfies the requirements of ORC Section 3305.21 and that is a qualified domestic relations order within the meaning of IRC Section 414(p).

(b) The Provider shall comply with an order received under Paragraph (a) at the following times as appropriate:

(1) If the Participant is already receiving distributions of his or her Account or has applied for but has not yet received a lump sum distribution of his or her Account, as soon as practicable; or

(2) If the Participant has not received a distribution of his or her Account, on application by the Participant for a distribution under the Plan.

Notwithstanding the preceding, the Plan may make an immediate distribution to an alternate payee pursuant to the qualified domestic relations order.

(c) The Provider shall adopt reasonable procedures (1) to determine whether the order received under Paragraph (a) meets all applicable requirements of ORC Section 3305.21, which incorporates by reference the requirements of ORC Sections 3105.80 to 3105.90, (2) to determine whether a domestic relation order is qualified under IRC Section 414(p), and (3) to administer the distributions under the order in compliance with those provisions of the ORC and IRC.

Section 7.9. Direct Rollover

(a) Notwithstanding any other provision of the Plan, the Provider shall advise any distributee entitled to receive an eligible rollover distribution, at the same time as the notice required to be given pursuant to the IRC (or such other time as is permitted by law) of his or her right to elect a direct rollover to an eligible retirement plan, pursuant to the provisions of this Section 7.9. To elect a direct rollover the distributee must request in writing to the Provider that all or a specified portion of the eligible rollover distribution be transferred directly to one or more eligible retirement plans. If more than one direct rollover distribution will be made, the notice specified in the first sentence of this Paragraph (a) must state that the distributee's initial election to make or not to make a direct rollover will remain in effect unless he or she gives the Provider written instructions on the Applicable Form to change the election, in which case the new election will remain in effect until changed.

(b) The distributee shall not be entitled to elect a direct rollover pursuant to this Section 7.9 unless he or she has obtained a waiver of any applicable Joint and Survivor Annuity, if required pursuant to Section 7.4.

(c) For purposes of this Section 7.9, the following definitions shall apply:

(1) A "direct rollover" is a payment of an eligible rollover distribution that is made by the Plan directly to an eligible retirement plan for the benefit of the distributee.

(2) A "distributee" is a Participant, the Spouse of a Participant, or the Participant's former Spouse who is the alternate payee under a qualified domestic relations order, as defined in IRC Section 414(p), any of whom are eligible to receive a distribution from the Plan. In addition, a Participant's non-Spouse Beneficiary shall be a distributee as limited by Subparagraph (3).

(3) An "eligible retirement plan" is an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), a SIMPLE IRA described in IRC Section 408(p), a Roth individual retirement account or annuity described in IRC Section 408A ("Roth IRA"), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution.

The definition of an eligible retirement plan for a non-Spouse Beneficiary is limited to an individual retirement account or annuity described in IRC Section 408(a) or (b) or a Roth IRA established for the purpose of receiving the distribution and treated as an inherited individual retirement account or annuity within the meaning of IRC Section 408(d)(3)(C).

(4) An "eligible rollover distribution" is any distribution from this Plan of all or any portion of the Account balance to the credit of the distributee, except for distributions (or portions thereof) which are:

(i) One of a series of substantially equal periodic payments (not less frequently than annually) made over the life of the Participant (or the joint lives of the Participant and the Participant's designated Beneficiary), the life expectancy of the Participant (or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary), or for a specified period of 10 years or more;

(ii) Required under IRC Section 401(a)(9) (relating to the minimum distribution requirements); or

(iii) Any hardship distributions described in IRC Section 401(k)(2)(B)(i)(IV) and Treasury Regulation Section 1.401(k)-1(d)(3).

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in IRC Section 408(a) or (b) or a Roth IRA, or (2) a qualified defined contribution plan described in IRC Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Section 7.10. Withholding Orders

(a) Withholding Orders Upon Theft in Office or Sex Offenses

(1) In accordance with ORC Section 3305.09, any payment that is to be made to the Participant or his or her Beneficiary(ies) under this Plan shall be subject to any

withholding order issued pursuant to ORC Section 2907.15 or Division (C)(2)(b) of ORC Section 2921.41. The Provider shall comply with that withholding order in making the payment.

(2) If a Provider receives notice pursuant to ORC Section 2907.15 or Division (D) of ORC Section 2921.41 that a Participant is charged with a violation of ORC Section 2907.02, 2907.03, 2907.04, 2907.05, or 2921.41, no payment shall be made to the Participant or his or her Beneficiary(ies) under this Plan prior to whichever of the following is applicable:

(i) If the Participant is convicted of or pleads guilty to the charge and no motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, 30 days after the date on which final disposition of the charge is made;

(ii) If the Participant is convicted of or pleads guilty to the charge and a motion for a withholding order for purposes of restitution has been filed under ORC Section 2907.15 or Division (C)(2)(b)(i) of ORC Section 2921.41, the date on which the court decides the motion; or

(iii) If the charge is dismissed or the Participant is found not guilty of the charge or not guilty of the charge by reason of insanity, the date on which final disposition of the charge is made.

(b) Withholding Orders for Support

Any payment that is to be made to the Participant or his or her Beneficiary(ies) under the Plan shall, to the extent required by Ohio law, be subject to any withholding order for spousal or child support issued pursuant to the provisions of the ORC. To the extent required by law, payments shall also be subject to ORC Sections 3111.23 and 3305.21.

(c) Provider Responsibility

The Provider shall be solely responsible for compliance with any withholding orders issued under Section 7.10(a) or (b) above.

ARTICLE VIII. AMENDMENT AND TERMINATION

Section 8.1. Rights to Suspend or Terminate Plan

It is the present intention of the Employer to maintain this Plan throughout its existence. Nevertheless, the Employer reserves the right, at any time, to the extent permitted by ORC Chapter 3305, to discontinue or terminate the Plan, to terminate the Employer's liability to make further contributions to this Plan, and/or to suspend contributions for a fixed or indeterminate period of time. In any event, the liability of the Employer to make contributions to this Plan shall automatically terminate upon its legal dissolution or termination, upon its adjudication as bankrupt, upon the making of a general assignment for the benefit of creditors, or upon its merger or

consolidation with any other entity. The Employer's liability to make contributions to any Provider shall terminate upon the Provider ceasing to be a designated provider.

Section 8.2. Successor Organizations

In the event of the termination of the liability of the Employer to make further contributions to this Plan, the Employer's liability may be assumed by any other organization which employs a substantial number of the Participants of this Plan. Such assumption of liability shall be expressed in an agreement between such other organization and the Employer under which such other organization assumes the liabilities of the Plan with respect to the Participants employed by it.

Section 8.3. Amendment

(a) To provide for contingencies which may require the clarification, modification, or amendment of this Plan, the Employer reserves the right to amend this Plan at any time.

(b) The Ohio State University (hereinafter referred to as the "Pre-Approved Plan Provider" in this Section 8.3) shall have the authority to amend the Plan on behalf of the Employer for changes in the IRC, Treasury Regulations, Revenue Rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption shall not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments shall be applied to all employers that have adopted a pre-approved plan of the Pre-Approved Plan Provider.

(c) The Pre-Approved Plan Provider shall no longer have the authority to amend the Plan on behalf of the Employer as of the date the Plan is considered an individually designed plan. A Plan will be treated as individually designed if the Employer makes amendments to the Plan other than those permitted by section 8 of Revenue Procedure 2017-41. If the Plan is treated as individually designed, the Employer may not file for a determination letter using Form 5307; provided, however, if the Employer is otherwise eligible to file a determination letter pursuant to section 4 of Revenue Procedure 2016-37, the Employer may file for a determination letter on Form 5300.

(d) The Pre-Approved Plan Provider shall maintain, or have maintained on its behalf, a record of the employers that have adopted the approved specimen plan, and the Pre-Approved Plan Provider shall make reasonable and diligent efforts to ensure that adopting employers, including the Employer, have actually received and are aware of all plan amendments and that such employers adopt new documents when necessary. The Pre-Approved Plan Provider will also inform the employers in the event of a discontinuance or abandonment of the approved specimen plan. This Paragraph (d) supersedes other provisions of the Plan to the extent those other provisions are inconsistent with this Paragraph.

Section 8.4. Vesting and Distributions on Termination of Plan

Upon termination or partial termination of the Plan by formal action of the Employer for any reason, or if Employer Contributions to the Plan are permanently discontinued for any reason, each Participant directly affected by such action shall be 100% Vested in his or her Accounts. Notwithstanding any other provision of the Plan, on termination of the Plan, the Participant's

Account shall, without the Participant's or his or her Spouse's consent, be distributed to the Participant in a lump sum.

Section 8.5. Plan Merger or Consolidation

In the case of any merger or consolidation with, or transfer of any assets or liabilities to, any other plan, each Participant in this Plan must be entitled to receive (if the surviving plan is then terminated) a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had terminated).

ARTICLE IX. MISCELLANEOUS

Section 9.1. Exclusive Benefit

This Plan has been executed for the exclusive benefit of the Participants and their Beneficiaries. This Plan shall be interpreted in a manner consistent with this intent and with the intention of the Employer that this Plan satisfies the pertinent provisions of IRC Section 401(a) and IRC Section 414(d). Additionally, this Plan shall satisfy the pertinent provisions identified on Appendix A, attached hereto and incorporated herein. Under no circumstances shall funds ever revert to or be used or enjoyed by the Employer, except as provided in Section 9.6.

Section 9.2. No Rights of Employment Granted

The establishment of this Plan shall not be considered as giving any employee the right to be retained in the service of the Employer.

Section 9.3. Laws of Ohio to Apply

This Plan shall be construed according to the laws of Ohio, to the extent Federal laws do not control.

Section 9.4. Military Service

(a) Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with USERRA, IRC Section 414(u), and IRC Section 401(a)(37). For purposes of this Section 9.4, qualified military service means any service in the uniformed services as defined in USERRA by any individual, if such individual is entitled to reemployment rights under USERRA with respect to such service.

(b) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u) timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Participant may elect to make the Nonelective Contributions upon resumption of employment with the Employer that would have been required (at the same level of Compensation) without the interruption of qualified military service. Except to the extent provided under IRC Section 414(u), this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption). Such Nonelective

Contributions may only be made during such period and while the Participant is reemployed by the Employer.

(c) If a Participant whose employment is interrupted by qualified military service under IRC Section 414(u), timely resumes employment with the Employer in accordance with USERRA as an Eligible Employee, the Employer shall make the Employer Contributions that would have been made if the Participant had remained employed during the Participant's qualified military service. Contributions must be made no later than 90 days after the date of reemployment or when the Employer Contributions are normally due for the year in which the qualified military service was performed, if later.

(d) To the extent provided under IRC Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

(e) Differential wage payments within the meaning of IRC Section 414(u)(12)(D) shall be treated as Compensation under the Plan for purposes of Section 5.3.

Section 9.5. Participant Cannot Transfer or Assign Benefits

Except as provided in Section 7.10, none of the benefits, payments, proceeds, claims, or rights of any Participant hereunder shall be subject to any claim of any creditor of the Participant, nor shall any Participant have any right to transfer, assign, encumber, or otherwise alienate, any of the benefits or proceeds which he or she may expect to receive, contingently or otherwise under this Plan.

Section 9.6. Reversion of Contributions Under Certain Circumstances

In no event shall any assets held under the Plan be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, if any contribution is made by the Employer because of a mistake of fact, these amounts may be returned by the Plan to the Employer within one year of contribution.

Section 9.7. Filing Tax Returns and Reports

The Provider shall prepare, or cause to have prepared, all tax returns, reports, and related documents, except as otherwise specifically provided in this Plan.

Section 9.8. No Discrimination

Neither the Employer nor any Provider shall take any action that would result in benefiting one Participant or group of Participants at the expense of another, or discriminating between Participants similarly situated, or applying different rules to substantially similar sets of facts.

Section 9.9. Number and Gender

When appropriate the singular as used in this Plan shall include the plural and vice versa; and the masculine shall include the feminine.

Section 9.10. Records and Information

Each Provider shall keep a complete record of all its proceedings and all data necessary for the determination of Account balances.

Section 9.11. Information to Participants

Each Provider shall maintain separate Accounts for the Participants. It shall give each Participant, at least once every year, information as to the balance of his or her Employer Account and Participant Account, if applicable.

Section 9.12. Powers

The Employer shall have the power to determine all questions that may arise hereunder as to the eligibility of employees to participate in the Plan and as to the vesting of Participants. The Employer shall have the power to interpret and construe the Plan. Any such actions shall be final and conclusive upon all persons.

Section 9.13. Reliance

(a) If the Employer adopts a pre-approved plan, the Employer may rely on the pre-approved plan's opinion letter as described in section 7 of Revenue Procedure 2017-41 as to the qualification in form of the Plan under IRC provisions if the Employer's Plan is identical to an approved specimen plan with a currently valid opinion letter, the Employer has not amended the Plan other than to choose options provided under the approved plan or to make amendments as described in section 8.03 of Revenue Procedure 2017-41, and the Employer has followed the terms of the Plan.

(b) For inquiries by the Employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the opinion letter, the Employer may contact the Pre-Approved Plan Provider at: The Ohio State University, 1590 North High Street, Suite 500, Columbus, Ohio 43201 (614-292-0611).

IN WITNESS WHEREOF, the Employer has caused the Plan to be executed as of the date written below.

YOUNGSTOWN STATE UNIVERSITY

By: _____

Print: _____

Its: _____

Date: _____

APPENDIX A

RELEVANT PROVISIONS OF THE OHIO REVISED CODE

All citations to sections of the ORC and OAC are to such sections as they may from time to time be amended or renumbered.

I. Ohio Revised Code

Chapter 145: PUBLIC EMPLOYEES RETIREMENT SYSTEM (p. 1)
Chapter 3305: ALTERNATIVE RETIREMENT PLANS (p. 178)
Chapter 3307: STATE TEACHERS RETIREMENT SYSTEM (p. 195)
Chapter 3309: PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM (p. 335)
Chapter 3345: STATE UNIVERSITIES – GENERAL POWERS (p. 462)
Chapter 3349: MUNICIPAL EDUCATIONAL INSTITUTIONS (p. 541)
Chapter 3354: COMMUNITY COLLEGES (p. 558)
Chapter 3355: UNIVERSITY BRANCH DISTRICTS (p. 582)
Chapter 3357: TECHNICAL COLLEGES (p. 593)
Chapter 3358: STATE COMMUNITY COLLEGES (p. 609)

Section 124.13 Vacation leave. (p. 616)
Section 124.383 Options with respect to sick leave credit remaining at end of year. (p. 617)
Section 124.386 Personal leave. (p. 617)
Section 124.39 Unused sick leave. (p. 619)

Section 507.09 Compensation of fiscal officer. (p. 621)

Section 2907.02 Rape. [*Effective until 3/22/2020*] (p. 622)
Section 2907.02 Rape. [*Effective 3/22/2020*] (p. 624)
Section 2907.03 Sexual battery. (p. 625)
Section 2907.04 Unlawful sexual conduct with minor. (p. 627)
Section 2907.05 Gross sexual imposition. [*Effective until 3/22/2020*] (p. 627)
Section 2907.05 Gross sexual imposition. [*Effective 3/22/2020*] (p. 629)
Section 2907.15 Withholding moneys needed for restitution to crime victims from state retirement funds. (p. 631)

Section 2921.41 Theft in office. (p. 633)

Section 3111.23 Acknowledgment filed with office of child support. (p. 636)

Section 5923.05 Paid military leave for permanent public employees. (p. 637)

APPENDIX B

APPROVED PROVIDERS

The current selection of Providers is not intended to limit future additions or deletions of Providers. The Employer from time to time may add or delete Providers which shall be effective on the date adopted by the Employer, and shall be reflected in a revised Appendix B, without the need of a Plan amendment.

I. Current Providers

The following providers are approved Providers under the Plan as of the date of this Appendix B:

- A. AIG Retirement Services
- B. AXA Advisors
- C. Fidelity Investments
- D. TIAA

II. Former Provider(s)

The following providers are Former Providers under the Plan as of the date of this Appendix B:

- A. Lincoln Financial Advisors
- B. Nationwide
- C. VOYA

YOUNGSTOWN STATE UNIVERSITY

By: _____

Print: _____

Its: _____

Date: _____



**YOUNGSTOWN
STATE
UNIVERSITY**

**RESOLUTION TO RATIFY THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.,
COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the three-year collective bargaining Agreement between the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P.) and Youngstown State University (“University”) expired on June 30, 2021; and

WHEREAS, collective bargaining between the F.O.P. and the University has proceeded in a mutually advantageous manner; and

WHEREAS, a tentative collective bargaining Agreement for the three-year period July 1, 2021, through June 30, 2024, has been reached between the F.O.P. and the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify the collective bargaining Agreement, attached hereto, between the F.O.P. and the University for the period July 1, 2021, through June 30, 2024.

**Board of Trustees Meeting
March 3, 2022
YR 2022-**

**Executive Summary of Major Changes
To the YSU-FOP Collective Bargaining Agreement 2021-2024**

1. Article 4 Pay
 - Article 4.1 Wage Increases and Wage Schedules
 - i. Increased the steps in each step schedule for the bargaining unit as follows:
 1. 1.5% retroactive to July 1, 2021,
 2. 2.0% effective July 1, 2022, and
 3. 2.0% effective July 1, 2023.
 - Article 4.1.4: Sergeant pay 11% higher than the hourly rate for step 9 Police Officer 2.
 - Article 4.2 Steps: Unfroze step movement.
 - Article 4.8 OPERS Salary Reduction Pick-Up: Clarified that OPERS determines compensation for retirement purposes.
2. Article 5 Insurance
 - 2021-2022, 15% employee contribution for 90/10 plan.
 - 2022-2024, 18% employee contribution for 85/15 plan.
3. Article 6 Grievance Procedure
 - Article 6.7 Step 2: Step 2 grievances now heard by Director Labor and Employee Relations.
 - Article 6.11 Arbitrability: Deleted reference to Article 11 as Article 11 has been deleted.
4. Article 8 Management Rights
 - Article renamed Management Rights; was previously Retained Rights.
5. Article 9 F.O.P Rights
 - Article 9.6: Provided that the CBA will be posted on the University's website and will no longer be printed.
6. Article 11 Non-Discrimination
 - Deleted Article 11: Parties acknowledge that there shall be no unlawful discrimination and discrimination issues are not subject to the grievance procedure.
7. Article 13 Overtime
 - Article 13.2: The bargaining unit will provide the aggregate overtime roster to the University.
 - Article 13.5: If an employee works outside of their regular schedule, they will be paid a minimum of 4 hours at time and a half.
8. Article 15 Evaluations
 - Updated language to explain the current performance evaluation electronic process.
9. Article 18 Vacation
 - 18.8 Requests for Leave Procedure: Added procedure for leave requests.

10. Article 19 Leaves

- Sub Article 19 H Bereavement Leave: Tightened bereavement leave requirements.
- Sub Article 19 I Injured on Duty Leave: Spelled out the process for Injured on Duty Leave.

11. Article 20 Employee Discipline and Employee Rights

- Article 20.1: Provided that certain separations are excluded from the discipline process (e.g., inability to perform the essential duties of a position).
- Article 20.1: added “violation of any University policy or work rule” and “conviction of a felony” as grounds for discipline.
- Streamlined the discipline process.
- Article 20.4 C. Drug and Alcohol Testing Program: Provided that reasonable suspicion is based on University Policy 3356-7-20.

12. Article 21 Uniforms and Equipment

- 21.2: Maintained the uniform allowance at \$1300 per year.

13. Article 24 Retirement

- Deleted mandatory retirement age language in former 25.1.
- 24.1: Clarified tuition remission for online instruction.

14. Article 30 Instructional Fee Remission

- 30.1: Clarified tuition remission for online instruction.

15. Article 31 Probation and Promotion

- 31.1 Probationary Periods: Increased probationary period from 6 months to one year.
- 31.3 K.: Provided that examination eligibility lists expire two years after scoring of examination.

16. Appendix B Evaluation Form

- Revised the Evaluation Form.

17. Appendix E Insurance Benefits

- Added an 85/15 plan effective July 1, 2022
 - i. Cost of Primary Care and Specialty Office Visits will change from \$15/\$15 to \$20/\$35.
 - ii. The total single/family medical out-of-pocket maximum will change from \$1175/\$2225 to \$1350/\$2700.
 - iii. The insurance coverage for out-of-network services will change from 70% to 60%.
 - iv. The prescription maximum cost for employees will be changed from/to:
 1. Generic 30-day supply: \$4 to \$5.
 2. Generic 90-day supply: \$10 to \$15.
 3. Preferred 30-day supply: \$30 to \$35.
 4. Preferred 90-day supply: \$60 to \$70.
 5. Non-Preferred 30-day supply: \$70 to \$75.

18. Appendix G Overtime Aggregate Roster Procedures

- Appendix added due to new language in Article 13 Overtime concerning overtime roster.

PREAMBLE

The Fraternal Order of Police, Ohio Labor Council, Inc. (F.O.P.) and Youngstown State University support the concept of non-adversarial bargaining. The parties recognize their mutual concerns and wish to give them proper consideration. We hold that non-adversarial negotiations can enhance relationships and mutual gain is possible. We also believe that it is essential that we establish and maintain an atmosphere of mutual trust and respect.

We are committed to providing a safe environment, protecting the students and employees, and rendering service in the areas of the city adjacent to the University. The YSU Police Department and the University pride themselves on their record of crime prevention, criminal investigations, foot and mobile control, education, and medical assistance. We will continue to recognize and make use of individual expertise and knowledge in innovative ways, and will employ cooperative decision making in solving problems faced by the University.

We are committed to Community Policing, a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.

ARTICLE 1 AGREEMENT AND RECOGNITION

1.1: This is an Agreement by and between Youngstown State University (hereinafter referred to as the University) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the F.O.P.). The purpose of this Agreement is to describe the terms and conditions of employment of the members of the bargaining unit defined in Article 2.

1.2: The University hereby recognizes the F.O.P. as the exclusive representative of the members of the bargaining unit defined in Article 2. "Exclusive recognition" is granted under the provisions of and in accordance with Ohio Revised Code 4117.

1.3: This Agreement is the sole and only Agreement between the parties.

1.4: Where this Agreement makes no specification about a matter, the University and the F.O.P. are subject to all applicable state or federal laws or ordinances pertaining to wages, hours, and terms and conditions of employment for public employees, as specified in federal law, the Ohio Administrative and Revised Code, including Ohio Revised Code Section 4117.10.

ARTICLE 2 SCOPE OF UNIT

2.1: The bargaining unit shall include all regularly employed full-time members of the classified staff of the Youngstown State University Police Department who are classified as University Police Officer 1, University Police Officer 2, University Police Sergeants, and University Dispatcher.

2.2: A University Police Officer (Probationary) 1 and a University Police Officer 2 patrols campus grounds and buildings and University property to protect lives and property; prevents crimes and enforces laws; investigates crimes; makes arrests; testifies in court; directs traffic; prepares reports; and performs other reasonably related duties as assigned.

2.3: A University Police Sergeant performs the duties specified above for a University Police Officer 2 and in addition may be assigned functional supervision over University Police Officers 1, University Police Officers 2 and University Dispatchers, making assignments, training personnel, monitoring work performance, etc.; a University Police Sergeant performs other reasonably related duties as assigned.

2.4: A University Dispatcher receives and transmits radio communications dispatching personnel and equipment; maintains attendance records; receives and records telephone calls; operates computer terminal receiving and transmitting messages; maintains communication log; makes assignments, trains personnel, monitors work performance and performs other reasonably related duties.

2.5: Excluded from the bargaining unit shall be all unclassified (Professional/Administrative) staff members, all clerical and/or secretarial personnel, all intermittent and/or part-time personnel, students serving as student assistants, and all supervisory staff classified as University Law Enforcement Supervisor, or higher.

2.6: Also excluded from the bargaining unit shall be all employees of the University who are not defined as "public employees" under the provisions of Ohio Revised Code 4117 as defined by said statute and by applicable rules, regulations, orders, and judicial interpretations issued, promulgated, and/or rendered during the term of this Agreement.

2.7: Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in the Office of Human Resources. The University may modify employees' position descriptions in compliance with Sections 2.2 to 2.4. A bargaining unit member whose position description is changed will receive a copy of the modified description concurrent with final modifications. Position descriptions are available electronically.

A bargaining unit member may grieve the reasonableness of a change to their position description.

2.8: If the University decides to create a new classification within the YSU Police Department, the parties will meet to discuss whether to include the new classification in the bargaining unit. If the parties are unable to resolve the issue of whether the new classification will be included in the bargaining unit, then either party may submit a petition for amendment or clarification to the State Employment Relations Board for a final and binding unit determination within ten (10) days of the parties' last meeting.

ARTICLE 3 TERM OF AGREEMENT

3.1: This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on July 1, 2021 and shall remain in effect through 11:59 p.m. on June 30, 2024.

3.2: Either party may notify the other that it desires to modify this Agreement or to negotiate a successor agreement in accordance with O.R.C. 4117.14(B) and SERB Rule 4117-9-02.

**ARTICLE 4
PAY**

4.1 Wages Increases and Wage Schedules

As detailed in Sections 4.1.1, 4.1.2, 4.1.3 and 4.1.4, below, the steps in each step schedule for the bargaining unit will be increased as follows:

- 1.5%, retroactive to the start of first full pay period after July 1, 2021,
- 2.0%, effective at the start of the first full pay period after July 1, 2022, and
- 2.0%, effective at the start of the first full pay period after July 1, 2023.

4.1.1 University Dispatcher Pay

The parties agree to the salary schedule set forth below for the University Dispatcher classification:

Effective July 1, 2021 through June 30, 2022.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$20.60 | \$21.13 | \$21.67 | \$22.34 | \$23.05 | \$23.81 | \$24.74 | \$25.49 |

Effective July 1, 2022 through June 30, 2023.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$21.02 | \$21.55 | \$22.10 | \$22.79 | \$23.51 | \$24.29 | \$25.23 | \$26.00 |

Effective July 1, 2023 through June 30, 2024.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$21.44 | \$21.99 | \$22.55 | \$23.24 | \$23.98 | \$24.77 | \$25.73 | \$26.52 |

4.1.2 University Police Officer 1 Pay

The parties agree to the salary schedule set forth below for University Police Officer 1:

Effective July 1, 2021 through June 30, 2022.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$19.91 | \$20.59 | \$21.27 | \$21.96 | \$22.70 | \$23.46 | \$24.28 | \$25.13 | \$25.89 |

Effective July 1, 2022 through June 30, 2023.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$20.31 | \$21.01 | \$21.70 | \$22.40 | \$23.15 | \$23.93 | \$24.76 | \$25.63 | \$26.41 |

Effective July 1, 2023 through June 30, 2024.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$20.72 | \$21.43 | \$22.13 | \$22.85 | \$23.61 | \$24.40 | \$25.26 | \$26.15 | \$26.94 |

4.1.3 University Police Officer 2 Pay

The parties agree to the wages set forth below for University Police Officer 2:

Effective July 1, 2021 through June 30, 2022.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$21.73 | \$22.46 | \$23.21 | \$23.95 | \$24.76 | \$25.59 | \$26.48 | \$27.41 | \$28.24 |

Effective July 1, 2022 through June 30, 2023.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$22.17 | \$22.91 | \$23.68 | \$24.43 | \$25.25 | \$26.10 | \$27.01 | \$27.95 | \$28.80 |

Effective July 1, 2023 through June 30, 2024.

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hourly Rate | \$22.61 | \$23.37 | \$24.15 | \$24.92 | \$25.76 | \$26.62 | \$27.55 | \$28.51 | \$29.38 |

4.1.4 University Police Sergeant Pay

The wages for the University Sergeant classification will be calculated based on step 9 for the University Police Officer 2 classification. The hourly rate will be 11% higher than the hourly rate for step 9. The wage increases will be retroactive to the start of the first full pay period after July 1, 2021, and effective at the start of the first full pay periods after July 1, 2022, and July 1, 2023.

The parties agree to the wages set forth below for University Police Sergeant:

Retroactive to the first full pay period after July 1, 2021 and through June 30, 2022, the Hourly Rate shall be \$31.34.

Effective at the start of the first full pay period after July 1, 2022 and through June 30, 2023, the Hourly Rate shall be \$31.97.

Effective at the start of the first full pay period after July 1, 2023 and through June 30, 2024, the Hourly Rate shall be \$32.61.

4.2 Steps

Retroactive to July 1, 2021, step movement for bargaining unit employees will occur at the start of the first full pay period following the anniversary of their hire dates. Employees who previously had their steps frozen will resume movement through the step schedule, but time spent frozen at a step will not be counted for placement on the step schedule. Effective upon ratification of this Agreement, bargaining unit employees who attained the top steps of the step schedules in Sections 4.1.1, 4.1.2 or 4.1.3 under the 2018-21 Agreement before ratification of this Agreement shall be placed at the top steps of the step schedules under this Agreement.

4.3 New Dispatchers will normally start at the first step of the Dispatcher pay range, and new Police Officers will normally start at the first step of the Police Officer 1 pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Each Police Officer 1 who successfully completes the probationary period shall at the time be advanced to the Police Officer 2 pay range and be placed at the lowest step in the Police Officer 2 pay range to provide them with at least a nine percent (9%) increase in base rate of pay. With the exception of University Police Sergeant, each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides them at least a nine percent (9%) increase in base rate of pay.

4.4 Exemption from Bidding: The University may designate no more than two bargaining unit members as exempted positions from the work schedule bid process, such as the Task Force Officer or Administrative Officer:

- A. Only bargaining unit members meeting the University specified standards will be considered for these positions.
- B. Each position will have a specific position description.
- C. A bargaining unit member assigned to one of these positions will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Officers will not be subject to the provisions of Article 13, ("Work Schedules"), and will work a flexible schedule, as determined by the Chief of YSU Police.
- E. The Officers are not excluded from the Health and Safety provisions in Article 30.

The University and the F.O.P. shall meet and confer regarding the positions that will be exempted from the bid process and any subsequent replacement positions. In addition to the above,

probationary employees will be exempt from the schedule bid process found in Section 12.3 of this agreement.

4.5 Educational Increment: Effective with the implementation of this agreement, each member of the bargaining unit who meets specific standards of formal university or college training shall receive an additional hourly pay increment as follows:

| <u>LEVEL OF EDUCATION</u> | <u>HOURLY PAY INCREMENT</u> |
|---|-----------------------------|
| A. Receipt of an associate degree in criminal justice or other related degree approved by the Chief of Police. | 35¢ |
| B. Receipt of a baccalaureate degree in criminal justice or other related degree approved by the Chief of Police. | 60¢ |

Each member of the bargaining unit who believes they are entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of their college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and credit by examination shall not qualify for the Educational Increment. A bargaining unit member who qualifies for more than one of the two levels of Educational Increment shall be paid only for the highest level achieved. Those bargaining unit members who received an educational increment under the previous educational increment provision will continue to receive such increment.

4.6 Shift Differential: Each University Police Officer 1 and 2, University Police Sergeants, and University Dispatcher, who works the first or third shift will be paid an additional bi-weekly \$0.30/hour for afternoon and midnight shifts. The first shift would be considered the midnight shift and the third shift afternoons. Officers and dispatchers whose bid schedule includes a split shift will be paid shift differential on a pro-rata basis. Shift differential shall be prorated if an employee requests and is accommodated a schedule change. Shift differential shall not be prorated if the bargaining unit member is required to attend training. However, bargaining unit members receiving shift differential who are on leave status for greater than 20 (twenty) consecutive working days will not be paid the shift differential for the balance of the leave.

4.7 Emergency Closings: When the University closes due to an emergency, pay for members of the bargaining unit shall be determined as follows:

- A. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.
- B. Employees who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.
- C. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the

hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.

- D. Employees who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.
- F. During the period of an emergency closing, the University will not require any employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee will be charged vacation leave or leave without pay for the period of their scheduled shift prior to the official closing.

4.8 OPERS Salary Reduction Pick-Up: The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will, for all members of the bargaining unit, reduce their salary by the amount of the employee contribution to OPERS and will contribute that amount to OPERS as an "employer contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," in accordance with the law or applicable regulations and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit.

4.9 Method of Payment: Bargaining unit members will be paid bi-weekly. Payment will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the work day that Friday. Bargaining unit members will enroll in direct deposit to a checking, savings, or credit union account. If a pay day falls on a holiday, money will be available at the beginning of the first work day prior to the payday.

ARTICLE 5 INSURANCE

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and dependent children to age 26.

B. Maintenance of Benefits/Open Enrollment: Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix E of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

- a. As a condition of eligibility for coverage under the University's group medical and prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and prescription drug coverage sponsored, maintained and/or provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in their Employer Coverage unless they are entitled to Medicare.

For purposes of this section, in instances where the spouse's employer makes no monetary contribution for Employer Coverage, such plans will not be considered to be Employer Coverage. This is intended to apply to situations in which the spouse is a current employee in a business, but not to situations in which the spouse is a business owner, including partner of a company and/or firm, is a self-employed individual (other than a sole proprietor) in a business, or retiree in a group medical and prescription drug insurance plan.

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

2. **Employer Coverage.** It is the employee's responsibility to advise the University's Human Resources Benefits Manager immediately (and not less than thirty calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless they are exempt from this requirement in accordance with the exemptions stated in this section.
- a. Every bargaining unit member whose spouse participates in the University's group medical and prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether their spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
 - b. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager or their designee of a change in the eligibility of the employee's spouse for Employer Coverage within 30 calendar days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least thirty calendar days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.
 - c. The details of the working spouse limitations and coordination of benefits requirements are available on the Human Resources Office website.
 - d. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
 - e. If one spouse works for YSU and the other does not, their children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one or family coverage.

- f. An employee may opt out of health insurance benefits (medical and prescription drug, dental and/or vision coverage), in accordance with University policy.

D. Coverage Levels and Additional Features: The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization Plan as detailed in Appendix E. The University may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.6.

E. Booklets: Eligible employees shall be able to access information regarding coverages on-line via the vendor's website.

F. Health Care Budgets: The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.

G. Wellness Program: The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.

5.1a: Premium Sharing: Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix J or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

A. Effective July 1, 2021 and continuing through June 30, 2022, all employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Effective July 1, 2022, all bargaining unit members shall contribute eighteen (18) percent of the fully insured equivalent rate for their subscriber selection.

B. Payments shall be deducted in equal amounts from each eligible bargaining unit member's bi-weekly paychecks.

5.2: Dental Coverage: For the duration of the Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with benefit levels not less than those in the predecessor Agreement.

5.3: Vision Care: For the duration of this Agreement, the University will continue to provide a vision care plan for members of the bargaining unit and their dependents with benefit levels not less than those in effect as in the predecessor Agreement.

5.4: Annual Physical: Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician.

5.5: Second and/or Third Medical Opinions: For the duration of this Agreement, a second opinion may be obtained, at the discretion of the bargaining unit member or covered dependent, prior to surgery. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.

5.6: Right to Alter Carriers: The University has the right to self-insure, fully insure or change carriers as it deems appropriate, providing that the affected benefits remain comparable, but no less than present levels in each benefit category.

5.7: Health Care Advisory Committee (HCAC): The University and the Union support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Union representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Union for proper processing.

5.8: Section 125 and Premium Pass-Through Benefits: The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

5.9: Catastrophe Benefits: Any member of the bargaining unit who is injured effecting an arrest or by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform their duties for a period of two months or longer, shall receive a lump sum payment of six thousand dollars (\$6,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of six thousand dollars (\$6,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section 19-B.8.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.

- D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

5.10: Life Insurance — Retirees Conversion Policy: Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

5.11: Life Insurance — Active: The University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2.5) times the bargaining unit member's annual salary. Each bargaining unit member's group term life insurance shall be subject to a cap of \$250,000 for the term of this Agreement. Bargaining unit members may waive insurance coverage in excess of \$50,000.

5.12: Long-Term Disability Benefit Policy: The University will provide a group long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under the Ohio Public Employees Retirement System or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until they become eligible for disability benefits under such state fund.

5.13: COBRA Rights: If a bargaining unit employee terminates their employment or separates from the University, the University will notify the employee of their right to choose to continue their healthcare plan under the federally mandated COBRA program.

5.14: Voluntary Life Insurance Coverage: The University will provide a bargaining unit member an opportunity to purchase additional life insurance through payroll deduction at the employee's expense.

5.15: Coverage Eligibility for Approved Leaves: The parties acknowledge that employees on approved leaves will be required to maintain timely employee premium contributions or lose eligibility for such coverage.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1: Definition: The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or the F.O.P. may file a grievance in which they claim there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

6.2: Procedure: A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix A to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or their designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of their grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

6.3: Grievance Hearings: Each grievance hearing will be conducted by the designated administrator in an effort to determine what if any violation of this Agreement has occurred. Hearings will be attended by the grievant and by a representative(s) designated by the F.O.P. If a grievance hearing is held during the working hours of the grievant and/or one (1) F.O.P. representative, the grievant and/or the F.O.P. representative shall be paid for the time spent at the grievance hearing. However, within these limitations, the University will, to the extent feasible, seek to schedule hearings at convenient times.

6.4: Independent Grievances: An employee shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the F.O.P. or F.O.P. representative, provided that the adjustment is consistent with the terms of the Agreement; and provided that the F.O.P. has been given the opportunity to have a representative present at such adjustments.

6.5: Class Action Grievances: When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the affected employees by the Staff Representative of the F.O.P./O.L.C. Any such class action grievance shall include a list of employees that are covered by the grievance.

6.6: Step 1: Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or their designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or their designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing they will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

6.7: Step 2: Within ten (10) days following receipt of an appeal from a Step 1 disposition, the Director of Labor Relations, or designee, will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the F.O.P. If the Director of Labor Relations, or designee, holds a grievance hearing, they shall execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days

following receipt of the Director of Labor Relations, or designee's, Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

6.8: Step 3: Within ten (10) days following receipt of an appeal from Step 2, the Chief Human Resources Officer, or their designee, shall either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case, providing the original to the grievant and a copy to the F.O.P. If the Chief Human Resources Officer, or designee, holds a grievance hearing, they shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

6.9: Step 4: Within ten (10) days following receipt of the Chief Human Resources Officer's, or designee's, Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing a Grievance Disposition Reaction Form and delivering it to the office of the Chief Human Resources Officer. The grievance will be advanced to binding arbitration if the F.O.P. supports the arbitration of the grievance by so advising the Chief Human Resources Officer, in writing, not later than thirty (30) days following the timely delivery of the grievant's appeal to Step 4 to the office of the Chief Human Resources Officer.

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within the State of Ohio and a 200-mile radius of Youngstown, Ohio. A copy of the union's request to FMCS must be sent simultaneously to the Chief Human Resources Officer. If the parties are unable to agree upon which of those seven (7) nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

6.11: Arbitrability: The following matters are not arbitrable: the removal of a probationary employee, any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, or the State Employment Relations Board, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, they shall proceed to hold a hearing on the merits of the grievance.

6.12: Arbitrator's Authority: The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

6.13: Costs: Arbitration hearings will be held on the University campus, in facilities provided at no cost by the University. The University shall provide parking accommodations at the location of the hearing for those persons who are attending to represent the Union. The Union will notify the Employer three (3) days prior to the hearing regarding the number of required spots. The fees and expenses of the arbitrator shall be shared equally by the parties. Other expenses will be borne by the party incurring them.

6.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during their regularly scheduled shift, they shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than three (3) bargaining unit members be present on behalf of and/or at the request of the F.O.P. In the event the Union believes the presence of more than three (3) bargaining unit members is necessary, it shall be discussed with the University at least two (2) weeks in advance of the arbitration hearing, and a decision will be made on a case by case basis.

6.15: Award: The arbitrator's decision and award will be in writing and the parties will request that it be delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

6.16: Other cases: The provisions of this article shall be available to the University to resolve disagreements with the F.O.P. concerning the terms of this Agreement, following the submission in writing to F.O.P. of the matter of disagreement and a meeting of the parties in lieu of the Step 3 hearing provided herein.

6.17: The parties intend that in accordance with the provisions of the Ohio Revised Code 4117.10(A), the Ohio State Personnel Board of Review shall have no jurisdiction during the term of this Agreement over any matter addressed by the provisions of this Agreement.

ARTICLE 7 UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES

7.1: The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect. The parties agree further that each party shall be totally free of interference from the other in the selection of individuals designated to fulfill the various responsibilities of each party described in this Agreement. Finally, the parties affirm their mutual commitment to the principle that each party to the Agreement shall provide whatever financial or human resources necessary to fulfill its obligations under this Agreement. The F.O.P. agrees that there shall be no F.O.P. activity during paid working hours, except as explicitly provided for by this Agreement. The University agrees that it shall take appropriate steps to see that all employees shall have the opportunity to enjoy the provisions of this Agreement, regardless of their scheduled working hours subject to specific provisions elsewhere in this Agreement.

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of ten (10) days prior to the scheduled meeting. Unless otherwise required by law or unless otherwise agreed to elsewhere in this agreement there shall be no obligation on the part of the University or the F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

7.3: Aggregate leave of up to fourteen (14) days each year shall be granted to no more than four (4) duly elected delegates of the Youngstown State University Chapter of the F.O.P. to attend the F.O.P.'s conventions, functions, and meetings, provided that only two (2) bargaining unit members may use this leave at the same time. This means one member of the bargaining unit at eight (8) days, or two members of the bargaining unit at four (4) days. A minimum of thirty (30) days

written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

7.4: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a copy of the annual budget, agendas and minutes of the meetings of the Board of Trustees, quarterly report of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board at the time of filing and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit.

7.5: The University agrees to provide the Union with copies of such written work rules as are promulgated by the University in accordance with this Agreement. However, it is clearly understood by the parties that many situations are not at this time and never will be described in such written work rules. Bargaining unit employees will not be disciplined for action or conduct that is consistent with written work rules or policies.

7.6: The parties agree that physical violence, discriminatory harassment, and threats of physical violence are unacceptable in any relationship between employees of the University. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond step 3; this means that grievances of this nature may not be submitted to arbitration.

7.7: Any bargaining unit member who leaves the department will lose seniority in the bargaining unit on a time-for-time basis.

ARTICLE 8 MANAGEMENT RIGHTS

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public

employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 F.O.P. RIGHTS

9.1: In addition to other rights and privileges accorded to the F.O.P. elsewhere in this Agreement, the F.O.P. shall have the rights specified in this article for activities related to the administration of this Agreement and the members of the bargaining unit defined herein.

9.2: Duly authorized representatives of the F.O.P. shall have access to the University premises for the purpose of transacting official F.O.P. business consistent with the Agreement, providing this shall not interfere with or disrupt the normal conduct of University affairs.

9.3: The F.O.P. shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups, e.g., the YSU-OEA.

9.4: The F.O.P. shall be permitted exclusive use of one (1) University bulletin board and one (1) storage locker in the YSU Police Department, and reasonable access to mailboxes and mail service for communication with members of the bargaining unit.

9.5: The F.O.P. shall have the right to utilize the University printing/reproduction services for the duplication of printed matter on the same basis as other employee organizations, provided the University is paid for such duplication. The F.O.P. shall have the use of a mailbox located in Postal Service, at no cost to the F.O.P. These privileges shall be available only for activities directly related to F.O.P.'s role as exclusive representative. Abuse of these privileges shall be grounds for termination of the privileges.

9.6: Copies of this Agreement shall be posted in electronic format on the University's Human Resources webpage for download in a printable PDF format. The University shall provide the

F.O.P. with ten (10) copies of this Agreement. The F.O.P. may purchase additional copies at its own expense for the cost of production.

9.7: The University shall recognize the FOP OLC associates for each bargaining unit group as the Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 6 ("Grievance Procedure"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor management problems arising from the provisions of this Agreement, and will not be abused. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves their work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

9.9 The University shall continue to provide office space in the police building to be utilized by the FOP OLC and the designated associates for assistance to members and furthering the labor relations process. Such space shall be equipped with power and be of sufficient size to allow one-on-one meetings with members and storage of labor-management-related documents and research aids.

ARTICLE 10 DUES DEDUCTION

10.1: The University agrees to deduct FOP dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the FOP. It is agreed by the University that either within two (2) weeks, or the next payday; whichever is later, after said card is submitted for payroll deduction of dues, that deductions for new members will be made.

During the first pay period in January and July of each year, the University shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the University receive notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the University shall notify the FOP/OLC in writing within seven (7) days of this request.

All dues collected shall be paid over by the University once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

10.2: Upon proper individual authorization, the University shall administer the following payroll deductions each pay period:

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;
- C. The YSU Foundation.

A bargaining unit member may enroll in a tax-sheltered annuity program once a year.

10.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the University for any such liabilities or damages that may arise.

ARTICLE 11 HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 12 WORK SCHEDULES

12.1: Each non-probationary member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by seniority in the classification. The work schedule shall normally consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. However, the parties may mutually agree to alternative work schedules. The actual bidding process is outlined in Section 12.3.

12.2: Changes in non-probationary employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of five (5) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Chief of YSU Police or their designee are authorized to declare that an emergency exists.

12.3: The work schedule each non-probationary bargaining unit member works shall be determined by a bidding process as follows:

- A. Each job classification shall have separate bidding.

- B. Seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week of posting, all members will sign the sheet promptly next to the open slot they wish to work.
- D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.
- E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off.

12.4: The University may reassign employees from one shift to another when the University determines such action is necessary. In making such reassignments, the seniority, by classification of the non-probationary employees involved, will govern and a non-probationary employee may reject a reassignment provided they are senior, by classification, to another non-probationary employee in the department who is qualified to perform the necessary work. If the reassignment is undesirable to all the available non-probationary employees in the classification affected, the least senior non-probationary employee, as provided in Section 12.5, will be assigned to the shift in question.

12.5: For purposes of work schedules, seniority shall be calculated from the effective date of appointment of the employee's current period of uninterrupted service in their present classification as a member of the regular full-time classified Civil Service staff of the University. (This means that if any member of the bargaining unit has left or been separated from the employment of the University and subsequently has been reappointed to a different position in the University's classified Civil Service staff, their seniority for purposes of work schedules shall be calculated from the latest effective date of employment in their present classification as a member of the full-service classified Civil Service staff of the University.) Employee seniority lists shall be maintained by the University and will be furnished to the F.O.P.

12.6: The University reserves the right to determine the method whereby employees' arrival at and departure from work are recorded; such methods may include time clocks, sign-in sheets, or other methods as appropriate. No employee shall sign in or clock in for another employee.

12.7: Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of fifteen (15) minutes or less, the employee may request to make up the work missed on the day of tardiness at the end of their shift. Such requests will not be unreasonably denied if the make-up is practicable in terms of the operation of the department or work area. It is understood that "occasionally" means no more than twice monthly. It is also understood that abuse of this provision shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action.

12.8: No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Section 13.6.

ARTICLE 13 OVERTIME

13.1: Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of compensatory time. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked. The University shall convert to cash at the current hourly rate of the employee an amount equal to fifty percent (50%) of the employee's accumulated compensatory time balance at the end of the last full pay period in December. The payment for the conversion shall take place on the first payday following the second full pay period after January 1 and such payment shall be made to the employee as part of the employee's regular paycheck. Employees may elect to convert all or part of their compensatory time balance to a payment at the employee's current hourly rate by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

13.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. The University will offer overtime opportunities to available bargaining unit members in order of the aggregate overtime roster provided by the bargaining unit. The University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty-four (24) hours after the end of the shift for which the employee reported off sick. The University will offer all overtime details and opportunities to full-time bargaining unit members first at a 1:1 ratio of bargaining unit members to non-bargaining unit members, with the odd-numbered overtime detail or opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent details, dormitories, courtyards and the Recreation Center are not included in this formula.

13.3: The bargaining unit will provide on a weekly basis an aggregate overtime roster before the end of the day Sunday. If no aggregate overtime roster is provided by the end of the day on Sunday,

the previous week's aggregate overtime roster will be used until a new aggregate overtime roster is provided. The current week aggregate overtime roster may be used to fill overtime details scheduled out to Tuesday of the following week. The bargaining unit's aggregate overtime roster procedures are listed in Appendix G of this Agreement. Because the aggregate overtime roster is administered by the bargaining unit, the procedures in Appendix G are not subject to Article 6 (Grievances) of this Agreement.

13.4:

- A. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member is contacted via phone and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.
- B. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of five (5) days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than six (6) hours from the time the overtime was offered. Contact includes messages left with another party, answering machines, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, they will forfeit the overtime opportunity.

13.5: When an employee works during hours outside of their regularly scheduled workday, and those additional hours do not abut their normal workday, the employee shall be paid a minimum of four hours at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. This provision applies to appearances in court on behalf of the University.

13.6: An emergency exists when the Chief of YSU Police, President, or their designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is specified by Section 12.2 ("Work Schedules"), the University will provide affected bargaining members with as much advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated. If the YSU Police Chief or their designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least

senior bargaining unit member in the classification the second such assignment, and so on. A holdover/force out roster for each classification with holdover/force out dates will be kept in Dispatch. The University agrees to give as much notice as possible for pre-scheduled shifts and events/details that require a holdover/force out. In the event of an unscheduled or short notice need for a holdover/force out for a shift or detail, the bargaining unit member with the longest time since the last holdover/force out according to the holdover/force out roster in the classification on the prior shift will be required to work. All holdover/force out notifications will be made by a supervisor in person or via telephone.

13.7: A bargaining unit member who does not want to work regular, non-emergency overtime may waive their right to the rotational opportunity to work overtime established in this Article. It is the employee's responsibility to inform the University in writing by January 31 and June 30 of each calendar year of their intent regarding this right.

13.8: Should it become apparent that the University has erred by failing to offer overtime to the qualified individual—in the proper order given on the current aggregate overtime roster, the University will offer the employee involved the next normal overtime opportunity they are available for within their overtime group first.

13.9: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Sections 12.8 and 13.6 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

ARTICLE 14 HOLIDAYS

14.1: The University shall observe those legal holidays established by the State of Ohio and any other day appointed and recommended by the Governor of the State of Ohio or the President of the United States as a permanent legal holiday and not a one-time or limited occasion:

- | | |
|---------------------------|--|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Fourth of July | 10. Christmas Day |
| | 11. Juneteenth National Independence Day |

14.2: For purposes of pay, holidays shall be those days enumerated in Section 14.1 regardless of whether the University formally observes the holiday on that day or on another day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid leave, other than sick leave, their entire scheduled workday immediately preceding the holiday and their entire scheduled workday immediately following the holiday. The only exceptions are when the employee actually works the holiday and when the employee is on approved FMLA leave.

The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift on that holiday. The hours worked on a holiday will not be considered overtime.

If a bargaining unit member is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid one and one-half (1 ½) times their hourly rate of pay for the holiday on which they did not work. However, at the bargaining unit member's option they may request the hours earned be added to the bargaining unit member's total hours of Compensatory Time instead of receiving pay.

If a bargaining unit member is not scheduled to work on a holiday, and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid their hourly rate of pay for the holiday on which they did not work.

A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Section 14.1, shall be paid an additional one and one-half (1.5) times their hourly rate of pay if the duty falls within their regular forty (40) hour work week. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

A bargaining unit member who is required to be on duty on a holiday observed by the University, as defined in Section 14.1 and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, shall be paid their hourly rate of pay for the holiday on which they worked or were mandated. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

ARTICLE 15 EVALUATIONS

15.1: An employee shall have their performance officially rated or evaluated by the Chief of the YSU Police or their designee once during the first half of the probationary period through a progress check-in, once at the end of the probationary period, and at least once each year thereafter. The performance evaluation process is an on-line process with the evaluation form available in the electronic system for the benefit of both the supervisor and bargaining unit member. The form to be used in evaluations appears in Appendix B.

15.2: When an evaluator has completed an evaluation, they will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. (If work records in the department are utilized in preparing the evaluation, the employee will have an opportunity to review those records.)

15.3: The employee shall receive and acknowledge the evaluation via the on-line system. The employee's acknowledgement shall certify that they have reviewed the evaluation, but will not necessarily indicate agreement with it. The completed evaluation will be electronically stored.

15.4: An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may electronically 1) so note on the evaluation form; and/or 2) so note, with comments in the "Employee's Comments" section of the form.

ARTICLE 16 STANDARDS OF PROFICIENCY

16.1: Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency and fitness for office. The University will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

16.2: The failure of a bargaining unit member to meet minimum standards in the areas listed herein shall be grounds for disciplinary action which may include: reduction of classification, transfer to another existing department in the University for which the individual possesses the qualification, or possible separation from the University.

16.3: Each sworn officer shall maintain certification by the Ohio Peace Officer Training Council in conformity with Ohio law.

16.4: Each sworn officer shall annually demonstrate their proficiency with the firearm they are directed to carry by meeting the standards provided in Appendix C, YSU/F.O.P. Standards of Proficiency: Firearms.

16.5: Each sworn officer may be required by the University to receive a physical examination from their personal physician. The employee's personal physician will complete and return to the University a medical form which appears as Appendix D to this Agreement. The form will be classified as "Confidential" and, if appropriate, will be made available to a health education expert designated by the University who will consult with the officer and recommend a voluntary, individualized fitness program based on age, sex and present condition. The officer shall utilize their insurance plan from the University which provides for an annual examination to cover the cost of such exam. If any costs of the exam are not covered by the officer's insurance coverage, the expense will be paid by the University. If the University wishes to have its designated physician also conduct an examination of the officer, the University shall be responsible for the entire cost of such exam. The physical examinations will not include any testing for sexually transmitted diseases.

ARTICLE 17 PERSONNEL FILES

17.1: An official personnel file shall be maintained in the Office of Human Resources for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (Personal Information Systems).

17.2: Each employee shall have access to their official personnel file by appointment and at reasonable times. The University will also grant access to an employee's official personnel file to the employee's designated representative, upon written authorization of access by the employee.

17.3: An employee who has reason to believe that there are inaccuracies in materials contained in their personnel file shall have the right to submit a memorandum to the Chief Human Resources Officer or their designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

17.4: The University shall promptly review requests received under the provisions of Section 18.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting their objections to the material in question, and the Chief Human Resources Officer or their designee shall attach the employee's statement to the material objected to and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

17.5: An employee shall be given by campus email a copy of any document which is to be placed in their personnel file but which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual.

17.6: Materials related to disciplinary action shall be removed from the individual's personnel file upon their written request, providing thirty-six (36) months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action. Material removed under the provisions of this section will not subsequently be used in any disciplinary or termination hearings.

17.7: Job evaluations shall be removed, at the request of the employee, provided the evaluations have been on file for at least five (5) years.

ARTICLE 18 VACATION

18.1: Each member of the bargaining unit will earn annual vacation leave according to their number of years of service with the University. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the

nearest full year. If less than six months of service as noted above, they will be credited with the actual amount of service.

However, any bargaining unit member who had been earning vacation leave prior to July 1, 2012 according to their years of service with the University and the State of Ohio’s political subdivisions will continue to earn vacation based upon the combined service time. Vacation accrual shall be credited as follows:

| YEARS OF SERVICE | ANNUAL ACCRUAL | PER PAY |
|---------------------|----------------|---------|
| Less than 1 | None | 0 |
| 1 but less than 7 | 10 days | 3.1 |
| 7 but less than 13 | 15 days | 4.6 |
| 13 but less than 22 | 20 days | 6.2 |
| 22 but less than 25 | 25 days | 7.7 |
| 25 or more | 30 days* | 9.2 |

* Applies only to bargaining unit members who accrued vacation at this annual rate on or before June 30, 2018.

An employee must be in active pay status at least eighty (80) hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in two (2) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

18.2: Short Notice Vacation Selection: An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first granted basis. Unless there are exigent circumstances (to be determined by the Chief and/or the Lieutenants) employee must give fourteen (14) days’ notice for short-term vacation requests, and the Employer will return requests fourteen (14) days after the date when the request has been submitted. However, nothing shall prohibit the granting of requests not made in 14 days by the Employer if scheduling/staffing is adequate.

18.3: A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon their return. If a member of their immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) days of vacation may be converted to bereavement leave in accordance with Article 19 H by providing the University with documentation of the death in the family.

18.4: The parties agree that the University retains the right to reschedule vacations in the event of serious and unanticipated problems. Should rescheduling of a vacation be necessary, the employee shall be so informed by the principal administrative officer before doing so and an effort will be made to make alternative arrangements to permit the bargaining unit member to take the vacation as scheduled.

18.5: An employee may be paid in advance of the regular payday for an approved scheduled vacation, providing the employee submits a request in writing on a University provided form a

minimum of fifteen days prior to the effective date of the vacation. Advance vacation pay is only available to an employee for a minimum period of one (1) week of vacation and only twice during any calendar year. The advance pay will be available to the employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

18.6: The Chief or their designee shall specify in writing those times in the year, if any, where it is not desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines for annual vacation bidding. The first shall be November 15. This period will be used to sign up for full-week increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in their vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. Vacation requests submitted during the annual bid period will either be granted or denied and returned no later than January 31. All other vacation requests will be subject to Section 18.2 of this agreement.

18.7: Once a department vacation schedule has been developed for the office, the schedule will be posted in the department.

18.8: Requests for Leave Procedures: If a leave request is submitted and there is adequate staffing for that shift at the time the leave request is submitted the leave request will be approved and the bargaining unit member who requested the leave will be notified/leave request returned within seven days. If the request is for vacation leave made during annual vacation bidding periods, the leave will be granted by seniority. Any other requests for leaves regardless of type will be granted on a first requested, first granted basis.

If there is not adequate staffing at the time the leave request is submitted on a shift that a bargaining unit member is requesting leave, the leave will not be approved until the shift is adequately staffed.

If at any time after a leave request is submitted staffing becomes adequate, then the leave would be granted and the bargaining unit member who requested the leave will be notified and have the leave request returned within seven (7) days.

ARTICLE 19 LEAVES

SUB ARTICLE 19 A DEFINITIONS AND GENERAL REQUIREMENTS

For purposes of Sub Article 19 B, Sub Article 19 C, Sub Article 19 D, Section 19 E.1, Section 19 E.2, Section 19 F.1, Sub Article 19 G and Sub Article 19 H, the following definitions shall apply:

- A. Child:** biological, adopted, foster, stepchild, ward, or child of person standing in loco parentis until the end of the month where said child turns 26 or older if incapable of self-care due to disability.
- B. Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, legal guardian.
- D. Parent:** biological father or mother, adoptive parents, step parents or foster parents, or person in loco parentis when employee was a child.
- E. Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.
- F. Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

Upon the request of the University, an employee on an approved leave under Sub-Articles 19 C, 19 D, 19 G, 19 I and any administrative leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

**SUB ARTICLE 19 B
SICK LEAVE**

19 B.1: Sick leave is authorized absence with pay due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. If an employee is absent for three (3) consecutive work days or more for one of the above reasons they shall be required to provide certification from a physician that the employee was under the care of a physician and is fit to return to duty. Sick leave is also authorized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; a physicians' certification of the illness of the family member may be required if professional medical attention is required. Such certification shall be required if the bargaining unit member is absent for more than three (3) consecutive workdays. Such certification shall be submitted to the Chief Human Resources Officer or their designee.

19 B.2: Retroactive to the first full pay period after the effective date of this Agreement, each member of the bargaining unit will earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Sick leave is cumulative without limit.

19 B.3: Sick leave may be used during any period of time when an employee is on their regularly scheduled forty (40) hour weekly work shift. Employees shall report all uses of sick leave on the "Application for Leave" form within three (3) working days following the individual's return to work; sick leave shall be reported also on the employee's bi-weekly time record. Failure to report sick leave may result in disapproval of the sick leave.

19 B.4: When an employee learns that they must use sick leave, the employee shall promptly notify the supervisor on duty, indicating the need for and probable duration of the sick leave as early as possible but no later than two (2) hours before the employee is scheduled to begin work. The employee must similarly report off each successive day of absence unless the employee has specified a specific period of absence or has provided documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

19 B.5: When an employee uses sick leave to visit a doctor, dentist or other medical provider, they shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled appointments of the employee and of immediate family members when the employee's presence at the appointment is reasonably necessary.

19 B.6: To the extent permitted by law, where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member of such belief, they may be required to furnish a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 20.

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
2. Pattern Abuse: The following types or patterns of absence shall constitute pattern abuse: before and/or after holidays; Fridays/Mondays; absence following overtime worked; continued pattern of maintaining zero or near zero leave balances. If an employee uses sick leave in a clear pattern, per examples noted above, the Chief Human Resources Officer or their designee may reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or their designee will notify the employee in writing detailing the reason(s) that pattern abuse is suspected. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse. Patterns of abuse will be kept in the time frame of the previous twelve (12) months from the date of notification. Any action taken by the University will not be arbitrary, capricious, or discriminatory in nature in all instances.

19 B.7: To the extent consistent with, or permitted by, federal or state law, an employee who is on sick leave not concurrently covered by the Family and Medical Leave Act (FMLA) shall be required to provide to the Chief Human Resources Officer certification from the employee's personal physician that they are able to perform the assigned duties of their position prior to their return to duty. An employee must give the University not less than three (3) days' notice of their

availability to return to work following an extended absence unless a shorter period is mutually agreeable.

19 B.8: To the extent consistent with, or permitted by, federal or state law, the University may require an employee who is not otherwise taking leave covered by the FMLA to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal physician or psychologist shall be given due professional consideration.

19 B.9: The University and the F.O.P. agree to the general principle that sick leave is provided to protect the income of the employee who suffers an occasional and prolonged illness or injury. The parties agree further that each employee should make a reasonable effort to build and maintain as large a sick leave balance as possible, as a form of income protection during situations involving major health problems.

19 B.10: An employee who transfers from this department to another department of the University shall be allowed to transfer their accumulated sick leave to the new department.

19 B.11: A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of their appointment by the University, may transfer to the University up to 260 hours of accrued but unused sick leave upon certification of sick leave balance by their former employer.

19 B.12: Sick Leave Bonus: The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use their sick leave, they will be entitled to a bonus of four (4) hours pay at their regular hourly rate of pay for each year of this agreement:

ABSENCE ON SICK LEAVE

| | |
|--------------------------|---------|
| January through March | 4 hours |
| April through June | 4 hours |
| July through September | 4 hours |
| October through December | 4 hours |

If an employee has not met the above goals due to FMLA leave, then payment of the incentive will be denied.

Employees shall maintain a minimum balance of forty (40) hours of accrued sick leave. Newly appointed members of the bargaining unit shall have eighteen months from the date of hire to accrue this forty (40) hour limit. Any employee without such accumulation shall be required to submit a signed medical practitioner's statement in order to receive sick leave payment.

SUB ARTICLE 19 C LEAVE WITHOUT PAY

With the approval of the Chief Human Resources Officer or designee, an eligible bargaining unit member may be granted leave without pay in the categories specified below. Where applicable, such leave shall run concurrently with FMLA leave until FMLA leave has been exhausted. Leave requests for leave without pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Sub Article 19 C and Sub Article 19 D.

- A. Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing. A bargaining unit member taking educational leave without pay may maintain their insurance coverage by paying the group rate to the University.
- C. Employee Medical:** A bargaining unit member whose absence due to a serious illness or injury exceeds their accrued sick leave and they are not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick, vacation or personal leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion to support a leave of this type. When a bargaining unit member uses employee medical leave without pay to receive inpatient or outpatient treatment from a medical provider, or to visit a doctor, dentist or other medical provider, they shall provide to the Chief Human Resources Officer, or their designee, written verification of the visit in order for the employee medical leave without pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits. If the University receives within the period of either FMLA leave or employee medical leave without pay medical evidence from its physician and/or the bargaining unit member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform their duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain their insurance coverage by paying the group rate to the University.
- D. Worker's Compensation:** A bargaining unit member who suffers a work-related injury or occupational illness covered by workers' compensation that requires absence from work must use paid sick leave until the employee receives temporary total or permanent total

disability workers' compensation benefits. In accordance with University policy, an eligible bargaining unit member who receives temporary or permanent total disability compensation benefits from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on a medical leave without pay as specified in Section 19 C. Employee Medical. Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, provided that any non-self-insured coverage obtained from an outside carrier for which the university and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of their accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member who receives sick leave benefits during the period preceding the receipt of temporary or permanent total disability benefits must reimburse the University for any paid time off that also is covered by temporary or permanent total disability benefits.

SUB ARTICLE 19 D MATERNITY, PARENTAL AND CHILD CARE LEAVE

Maternity Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for maternity leave. Maternity Leave will run concurrently with FMLA. Leave requests for Maternity Leave shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Maternity Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Maternity Leave.

Maternity Leave will consist of a period of paid leave for up to six (6) workweeks or two hundred forty (240) hours following the birth or adoption of a child. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child. Maternity Leave is to be used in one (1) consecutive block and not intermittently.

Parental Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for parental leave. This benefit runs concurrently with FMLA, and consecutively after Maternity Leave. Leave requests for leave with pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Parental Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Parental Leave.

Parental Leave will consist of a period of paid leave for up to three (3) workweeks or one hundred twenty (120) hours of paid leave for a biological father, or adoptive parent to care for and bond with a newborn or newly adopted child. Parental Leave is to be used in one (1) consecutive block and not intermittently.

Adoption Expense Payment: Adoption Expense Payment means the payment of two thousand dollars (\$2,000.00) in taxable income (i.e., subject to regular payroll deductions) for adoption

expenses. Such payment may be requested upon approval of the adoption. If an employee elects to receive the Adoption Expense Payment they will not receive Maternity and Parental Leave.

Child Care Leave:

1. Biological Mother - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
2. Biological Father - A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
3. Adoptive Parents - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
4. Application for Child Care Leave shall be in writing to the Chief Human Resources Officer or their designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.
5. During the period of Child Care Leave, the bargaining unit member will be deemed to be relieved temporarily of their duties.
6. A bargaining unit member taking employee Child Care Leave without pay may maintain their insurance coverage by paying the group rate to the University.

Maternity, Parental and Child Care Leave Procedures:

1. Maternity and Parental Leave shall be used prior to using sick or vacation leave which may be used to extend the period of paid leave. Sick or vacation leave will run concurrently with any available FMLA, or Child Care Leave.

2. Only one Maternity and/or Parental Leave benefit is available per employee, per birth or adoption event. The number of children born or adopted during the same event does not increase the length of the paid leave, i.e., multiple births.
3. This paid leave benefit is based upon 100% FTE and is prorated in accordance with the employee's percentage of FTE status.
4. This policy applies only to employees who have completed at least one (1) year of service prior to the date that Maternity or Parental Leave is to commence. Employees who attain one (1) year of service while on leave for the purpose of a birth or adoption of a child will be eligible for a pro-rated portion of the Maternity and/or Parental Leave.
5. Employees on Maternity or Parental Leave continue to receive all employer-paid benefits and continue to accrue all other forms of paid leave. However, employees on Maternity or Parental Leave are ineligible to receive overtime pay, nor may these paid leaves be used in calculating overtime pay.
6. Employees on Maternity or Parental Leave are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one day of Maternity or Parental Leave and be paid as such.

SUB ARTICLE 19 E OTHER LEAVES

19 E.1: Training Leave: A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

19 E.2: Legal Leave: Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. However, no bargaining unit member will be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court, divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

19 E.3: Military Leave: Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.

19 E.4: FMLA Leave: FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. Eligible bargaining unit members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for: (a) birth of a child and to care for the newborn child; (b) placement with the bargaining unit of a child for adoption or foster care; (c) a bargaining unit member's own serious health condition (including pregnancy) or to care for the bargaining unit member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the bargaining unit member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the bargaining unit member is the spouse, child, parent, or next of kin of the service member. Sick, vacation and personal leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

SUB ARTICLE 19 F PERSONAL LEAVE

19 F.1

- A.** Each fiscal year bargaining unit members may convert up to four (4) days of accrued but unused sick leave per fiscal year to personal leave. Personal leave may be used at the employee's discretion, subject to the University's operational needs. Personal leave must be taken in a minimum increment of four (4) hours. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of personal leave. Personal leave shall not be scheduled for those days or weeks for which vacation time is not permitted.
- B.** At the University's discretion, the use of personal time for family emergency, unforeseen family obligations, or similar emergency situations may be requested with notice of less than seven (7) days and such requests shall not unreasonably be denied.

SUB ARTICLE 19 G DISABILITY SEPARATION AND DISABILITY RETIREMENT

19 G.1: Disability Separation: The University may require an employee to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal or physician or psychologist shall be given due professional consideration. If after review of the opinion of the employee's personal physician or psychologist, the University has substantial credible medical evidence that the employee is incapable of performing the essential job duties of the employee's position, the employee may be disability separated in accordance with the provisions of the Ohio Revised and Administrative Codes.

19 G.2: Disability Retirement: A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of the Ohio Public Employees Retirement System.

**SUB ARTICLE 19 H
BEREAVEMENT LEAVE**

Four (4) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of their immediate family as defined in the definition section of this Article. Bereavement leave will also be granted in the case of a stillbirth condition. Bereavement leave shall be taken to attend to any immediate post-death matter and/or to prepare for or attend a funeral unless otherwise approved for good cause shown.

If the death is the employee's aunt or uncle the employee is entitled to one (1) day of bereavement leave at the total rate of pay.

The University may grant additional use of sick, personal days or vacation leave or leave without pay to extend the bereavement leave. The leave and the extension may be subject to verification.

**SUB ARTICLE 19 I
INJURED ON DUTY LEAVE**

A. An employee who is injured at work must apply for Workers' Compensation coverage, and will exercise Injured-on-Duty (IOD) rights as set forth below. If an employee is off work for eight (8) or more days because of an injury immediately following the incident that caused the injury, the employee shall receive IOD leave from the date of injury. The employee shall be paid for all days immediately following the date of injury up to ninety (90) consecutive days until temporary total disability benefits are received. The 90-day calendar timeframe may be extended per the sole discretion of the University upon request from the employee. There shall be no loss of benefit provided by the University during the leave, except that the employee shall reimburse the University for all IOD leave benefits for the same time period covered by the temporary total disability benefits. The University will notify the Union of the placement of any bargaining unit member on IOD leave. An employee who is eligible to receive IOD leave under this Sub-Article shall be entitled to use IOD leave following the time period covered by temporary total disability benefits for ongoing medical care related to the injury covered by IOD leave.

- B.** To be eligible for IOD benefits, the employee, when injured, must:
- a. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting granting of IOD leave;
 - b. Suffer an injury allowed by the Ohio Bureau of Workers' Compensation;
 - c. Furnish the University with a signed medical authorization for the claimed injury for the release of medical records;
 - d. Suffer lost time from employment for a period of eight (8) or more consecutive days immediately following the injury and be eligible to receive temporary total disability benefits from the Ohio Bureau of Workers' Compensation;

- e. Assist the University in obtaining medical certification from the employee's physician of record specifying the extent of injury, the recommended treatment, the employee's inability to return to work because of the injury, and an estimated date of return; and
 - f. Have an injury that is a direct result of:
 - an automobile accident occurring during the course of duties;
 - a fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
 - the use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
 - an injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
 - an injury which occurs during high-risk training;
 - an injury that occurs during a pursuit while on a Police Bicycle; or
 - any other injury determined by the University to be the result of hazardous-force circumstances.
- C.** The University reserves the right to review the employee's status every thirty (30) days and require the employee to have an independent medical examination by a physician selected and paid for by the University at any time during the leave.
- D.** Leave may be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) consecutive calendar days immediately following the date of injury.
- E.** If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, or the employee's Workers' Compensation claim is approved but temporary total disability benefits are denied, said leave shall cease, and the employee will be required to reimburse the University for any amounts paid through this Article. The termination of leave benefits shall take effect immediately upon the issuance of any adverse workers' compensation decision and shall not be reinstated unless that decision is overturned on appeal. Reimbursement may be through a voluntary surrender of an employee's accrued but unused personal, sick or vacation time. Human Resources on a case-by-case basis will determine the rate and method of reimbursement.
- F.** If the employee is unable to return to work or unwilling to return to work, the University will begin proceedings for an Involuntary Disability Separation pursuant to Articles 23.2 or 19.G.1 of this Agreement.
- G.** Subsection (A) shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously the temporary total disability benefits under Workers' Compensation and the benefits defined under this Section, and the employee shall assign to the University that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the University pursuant to this Section.

**SUB ARTICLE 19 J
LEAVE DONATION PROGRAM**

Bargaining unit members may donate sick leave to a fellow bargaining unit member who is otherwise eligible to accrue and use sick leave and is employed by the Youngstown State University Police Department. The intent of the Leave Donation Program is to allow employees, on a voluntarily basis, to provide assistance to their co-workers who are in need of leave due to an illness, injury or other condition covered by the Family Medical Leave Act.

- A.** A bargaining unit member may receive donated sick leave, up to the number of hours the bargaining unit member is scheduled to work each pay period, if the bargaining unit member who is to receive donated leave meets the following criteria:
1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act (a “serious illness, injury, or other condition” means an absence of three (3) consecutive days or more) and documented by Family Medical Leave Act paperwork;
 2. Has no accrued time (compensatory, personal, vacation, and sick);
 3. Has successfully completed their probationary period;
 4. Has made the request for Leave Donation prior to their return from sick leave.

If the University does not approve the request, the specific factors for denial shall be indicated to the requesting employee. If approved, the University will then post a notice to the bargaining unit members, with a copy to the Ohio Labor Council Representative that a request for donation has been requested and approved.

- B.** Bargaining unit members may donate leave if the bargaining unit member donating meets the following criteria:
1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;
 2. Donates a minimum of eight (8) hours; and
 3. Retains at least one hundred twenty (120) hours of sick time.
- C.** Bargaining unit employees who wish to donate sick leave shall certify:
1. The name of the bargaining unit employee for whom the donated leave is intended; and
 2. The number of hours to be donated; and
 3. That the bargaining unit member will have a minimum sick leave balance of at least one hundred twenty (120) hours; and

4. That the leave is donated voluntarily and the bargaining unit member understands that the donated leave will be returned if not used.
- D.** The Leave Donation Program shall be administered by the University. Bargaining unit members using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit. In order to ensure that the bargaining unit member receives pay for the appropriate pay period, the bargaining unit member or their Union representative must notify the University of the qualifying absence prior to the deadline for submission of payroll for the applicable pay period.
 - E.** Bargaining unit members requesting leave donation shall estimate how much leave will be needed. In response, bargaining unit members donating leave shall coordinate how much leave they intend to donate. Subject to the minimum donation requirement stated in Subsection (B) (2) above, the aggregate amount of donated leave shall not exceed the amount needed.
 - F.** To the extent it is possible, an equal amount of leave donated shall be taken from each bargaining unit member who has donated leave. In the event the bargaining unit member requesting leave does not use the estimated amount of leave needed, the remaining donated leave will be returned to the bargaining unit members who donated the leave.
 - G.** No bargaining unit members shall be compelled to donate leave.
 - H.** The Chief Human Resources Officer may, with the signed permission of the bargaining unit member who is in need of leave, inform bargaining unit members of the co-worker's critical need for leave. This notice shall not include the specific medical condition for which the bargaining unit member needs the donation. The University shall not directly solicit leave donations from bargaining unit members.

ARTICLE 20

EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS

20.1: A member of the bargaining unit may be disciplined, demoted, suspended, or removed for just cause, which shall include but not be limited to incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any University policy or work rule, excessive unwarranted absenteeism, or any other act of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.

Article 20 shall not apply to separation from employment due to an inability to return from a leave of absence, inability to perform the essential duties of a position, or loss of licensure or other certification required to perform a position.

20.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance

counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file unless connected to subsequent progressive discipline. The supervisor will follow-up with an email to the employee documenting that a verbal warning was issued. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which may include a University and Union representative. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Disciplinary actions shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file.

20.3: An employee who is suspended, reduced or removed shall receive written notification from the Chief Human Resources Officer or their designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Section 20.4), reduction, or removal, the Chief Human Resources Officer or their designee will schedule a pre-disciplinary hearing to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within sixty (60) days from the day the employee is served the notice of hearing. This sixty (60) day period may be waived mutually by the University and the employee.

The employee may present testimony, witnesses, and/or documents on their behalf. The employee shall provide a list of witnesses and the name and occupation of their representative to the Chief Human Resources Officer or their designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify their witnesses of the scheduled hearing. The employee and/or their representative will be permitted to ask questions of and cross-examine any witnesses. The employee shall have the choice of whether they wish to appear at the hearing and present oral and/or written statements, whether or not they wish to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing their right to have such a pre-disciplinary hearing. After the pre-disciplinary hearing, the Chief Human Resources Officer, or their designee, shall deliver to a suspended, reduced, or removed bargaining unit member written notification stating the reasons for the suspension, reduction or removal. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union.

20.4: Drug and Alcohol Testing Program:

- A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the improper use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace. All bargaining unit members must abide by University Policy 3356-7-20, Drug-Free Environment.
- B. A member of the bargaining unit may be required to submit to a test to determine the improper use of drugs or to determine that the employee is under the influence of alcohol

while on duty. The test will be conducted by a medical facility or drug/alcohol testing site, or will be conducted on campus.

- C. Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug, narcotic or alcohol and that this use may present a risk to their safety or that of fellow employees or the public. Reasonable suspicion standards and testing procedures shall be based on University Policy 3356-7-20, effected December 1, 2016. The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.
- D. A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.
- E. Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action. Abuse of prescribed medication shall be treated the same as non-prescribed use.
- F. All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.
- G. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.
- H. An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results or may be assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. If the test results indicate that they were not under the influence of alcohol or improper use of drugs, the employee shall be paid for the time they were suspended, and no record of the suspension will be maintained in the employee's personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the testing, a record of the incident shall be placed in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days

for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.

- I. The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to 30% of the pool.

20.5: If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Chief of the YSU Police or another University administrator, the employee shall be advised in advance of the general nature and reason for the questioning and that they have the right to be accompanied by a representative(s) of their choice, who may be an F.O.P. representative. The F.O.P. representative has the right to assist and counsel the employee during the meeting but may not interfere with the orderly process of the that meeting. Such meetings will be scheduled immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

20.6: A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that their accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Vice President for Legal Affairs and Human Resources or any members of the Human Resources Department.

Employees under non-criminal investigation or use of force investigations shall be informed of the nature of that investigation and provided a copy of the written complaint, if one exists, within seven (7) calendar days of when the complaint is received or the determination that an investigation will be necessary, whichever event is later. Where known, employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. Should the investigation include the review of video or audio recordings, the employee and his representative will be allowed to review the recordings that the Employer has obtained or is aware of after obtaining a formal written statement or report from the Employee. If during the course of the investigation additional recordings are acquired, they will be provided to the employee and such statement may be amended following the review of the recordings.

If the Employer questions an employee during a criminal investigation of one of its employees, it shall advise the employee of the criminal nature of the investigation and whether the employee is a suspect or a witness before interviewing the employee.

20.7: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure"). If a suspension, reduction, or removal is

subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

20.8: If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from their accumulated total of vacation or compensatory hours. The University also has the option of having a bargaining unit member's hours of suspension deducted from the member's accumulated vacation and/or compensatory hours in lieu of the actual suspension.

20.10: The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless they have been so advised of the fact.

ARTICLE 21 UNIFORMS AND EQUIPMENT

21.1: Each member of the bargaining unit, who at the direction of the University goes armed on duty, shall be issued a standard semiautomatic duty weapon and ammunition at no cost to the bargaining unit member. Any other weapon an officer wishes to carry during a non-uniformed duty assignment must first be approved by the Chief of Police. The approved weapon will only be carried providing the officer has qualified with the weapon.

21.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their duties shall receive an initial uniform allowance of seven hundred fifty dollars (\$750) at the time they are appointed or are directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following their initial appointment, they shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. With the exception of University Dispatchers, each member of the bargaining unit who serves longer than one year and who is in work status (actively employed, on approved paid leave, or unpaid FMLA) more than fifty percent (50%) of the preceding fiscal year shall receive:

- (1) an annual uniform and maintenance allowance of one thousand two hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2021;
- 2) an annual uniform and maintenance allowance of one thousand two hundred fifty dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2022; and
- 3) an annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 2023.

University Dispatchers will be paid an annual uniform and maintenance allowance in the manner described in the foregoing sentence but will receive eight hundred dollars (\$800) annually.

If a bargaining unit member is on a leave of absence (paid or unpaid) at the time the annual uniform and maintenance allowances are paid out, the bargaining unit member will receive a pro-rated

uniform and maintenance allowance based on their work status (actively employed, on approved paid leave, or unpaid FMLA) upon their return to work.

21.3: If the University changes the required uniform during the term of this Agreement, each member of the bargaining unit who is required to purchase the new uniform shall receive an additional initial uniform allowance of five hundred dollars (\$500).

21.4: Uniform patches shall be worn on both sleeves of the members' shirts, sweaters, jackets and coats.

21.5: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their duties shall conform to all reasonable grooming and appearance standards established by the University.

21.6: Members of the bargaining unit are required to wear a bullet-proof vest that meets specifications established by the YSU Police Department. The University will purchase the vest. When currently provided vests are replaced, bargaining unit members may choose a vest other than the one specified by the YSU Police Department as long as it meets the specifications established by the department. The Chief of the YSU Police Department will be responsible for determining if alternate vests meet departmental specifications. The University will pay for the actual cost of an approved alternate vest up to the cost of the vest specified by the YSU Police Department. Any amount above the cost of the departmental vest will be paid by the bargaining unit member.

ARTICLE 22 LAYOFF AND RECALL

22.1: Whenever the University determines a reduction in the work force is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification.

22.2: Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file in the office of Human Resources shall be the sole basis for determining their appointment dates.

22.3: If a bargaining unit member is to be laid off and the bargaining unit member previously served in a lower classification, the bargaining unit member may displace a fellow bargaining unit member in the lower classification if they have more bargaining unit seniority than the bargaining unit member to be displaced.

22.4: On the next pay day following an employee's effective date of layoff, they can be paid regular and overtime pay due, compensatory time due and accrued and unused vacation time.

22.5: The office of Human Resources shall notify each employee of their layoff and, if available, displacement rights, 14 days prior to the effective date of their layoff.

22.6: The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for 12 months.

22.7: The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

ARTICLE 23 SEPARATION

23.1: Resignations: Employees who resign shall sign and submit a resignation letter to the Chief Human Resources Officer or their designee at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A resignation letter, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual agreement between the University and the employee.

23.2: Disability Separation: If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of their position, and they have exhausted all paid leave and all Family and Medical leave, the University shall consider reasonable accommodations and knowledge, skill, and abilities which may transfer to a vacant position first in the bargaining unit, or outside of the bargaining unit, and the applicable rules for application for disability under OPERS. Employees may be placed on a disability separation leave.

23.3: An employee on disability separation shall retain for (24) months the right to reinstatement to employment at the University in the classification they held at the time of separation, providing they are able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of their separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

23.4: Requests for reinstatement following disability separation shall be submitted in writing to the office of Human Resources no later than (24) months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

23.5: A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of

pay. The current hourly rate of pay shall include the educational increment (Article 4.5) but shall not include any shift differential.

23.6: In the event a Sergeant requests to be returned to the rank of Police Officer 2, such a request shall be granted by the University. Within 30 days of the request, the Sergeant shall be adjusted in pay and classification to a Police Officer 2. The member shall not lose any classification seniority for such voluntary reduction in rank. In other words, all of the time the employee spent as a full-time Sergeant before making the request to return to the Police Officer 2 classification will count toward their classification seniority as a Police Officer 2.

In the event the request is made during an ongoing shift cycle, the Sergeant shall not bid or bump any member until the next regularly scheduled shift bid rotation, then at such time the member shall bid as a Police Officer 2 with the appropriate classification seniority. Such mid-bid cycle procedure may be modified by the University to accommodate the reduction in rank and need for supervision and shift equalization (the University may allow the reduced member to move shifts prior to shift bidding).

ARTICLE 24 RETIREMENT

24.1: A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees. (See Article 30). Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University and offered in partnership with Academic Partnerships or any successor.

24.2: If a member of the bargaining unit dies, their unremarried spouse and dependent children until they reach the end of the academic year of age twenty-five (25) shall remain entitled to the benefits specified in Section 24.2 above.

24.3: Sick Leave Conversion: A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of their accrued but unused sick leave.

The cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to

retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

24.4: The University shall allow officers who retire to purchase the issued service weapon for \$1.00 upon retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation.

24.5: The University shall provide all retired officers with a retirement identification card and badge. Retired officers shall be entitled to obtain weapons qualification to comply with retired officer concealed carry legislation.

ARTICLE 25 MISCELLANEOUS

25.1: Bargaining unit members performing assigned and authorized University duties off-campus shall be reimbursed for travel in their privately-owned vehicles at the rate established by the Board of Trustees.

25.2: Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the employee for their personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

25.3: Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

25.4: Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside their normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

25.5: Honor Guard: Honor Guard will be considered as bargaining unit members who wear the recognized Honor Guard uniform approved by the chief. If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the officer will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

25.6: Andrews Student Recreation and Wellness Center: Members of the bargaining unit shall have access to the Andrews Recreation and Wellness Center during normal operating hours. In addition, dependent children aged 18 or older and spouses of bargaining unit members shall have access to the Andrews Recreation and Wellness Center during non-peak hours as indicated by the Director of the Wellness Center and based on utilization data for an annual fee of one hundred dollars (\$100) per person or two hundred dollars (\$200) per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

ARTICLE 26 SEVERABILITY

26.1: The parties intend that this Agreement shall in all respects be construed and applied in a manner not inconsistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be determined by appropriate authority to be contrary to any statute or regulation, such provision alone shall become thenceforth invalid and of no effect, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet promptly to discuss any decision which renders any portion of this Agreement null and void.

26.2: Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of enabling legislation.

26.3: Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

ARTICLE 27 NO STRIKE/NO LOCKOUT

27.1: The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

27.2: Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

27.3: The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

27.4: A violation of the provisions of Article 27 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

27.5: The University shall not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE 28 CONTRACTING

The University reserves the right to contract for services. However, the University agrees that it will not lay off members of the bargaining unit in the exercise of this right.

28.1 The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 8.

28.2 Prior to making a decision to contract or subcontract out work that will result in the layoff of bargaining unit members, the Union shall be given, upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit.

28.3 The University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within fourteen (14) days of notice from the University, the Union, shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within ten (10) days of the Union's request, unless otherwise agreed by the parties. Within fourteen (14) days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

28.4 In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to contract or subcontract out bargaining unit work that will result in the layoff of bargaining unit members.

28.5 In the event of a dispute relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 6.

28.6 The University may utilize the procedures contained in Sections 28.2-28.5 for a maximum of two (2) positions for the life of this Agreement that will result in employee layoffs.

28.7 The University retains the sole right to make the final determination as to whether or not to contract services that do not result in the layoff of bargaining unit members.

28.8 It is not the intent of the parties to limit the University's right to contract for major project(s) requiring outside expertise and/or that fall beyond the scope of regular bargaining unit work and/or workload.

ARTICLE 29 HEALTH AND SAFETY

29.1: The parties agree that it is the goal of the University and the F.O.P. that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the Training Leave provision of Sub Article 19 E.1. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

29.2: In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

29.3: If a bargaining unit member feels that they has been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, they shall report the situation immediately to their supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, they may report the situation to the Director of Environmental and Occupational Health and Safety or their designee. The bargaining unit member(s) shall not be required to continue performing the duties in question pending the inspection by the Director of Environmental and Occupational Health and Safety or their designee, but may be assigned other duties. The bargaining unit member(s) shall not leave the campus. The Director of Environmental and Occupational Health and Safety or their designee shall inspect the situation immediately and deliver a verbal report on the scene, to be followed by a written report of the situation within three (3) days. The Director of Environmental and Occupational Health and Safety or their designee shall be empowered to order the immediate halt of any operation or activity which in their judgment is unsafe or unhealthful.

29.4: The University will continue to provide optional safety training courses to members of the bargaining unit; those enrolled in such courses will be on active pay status if they are scheduled to work during the time the course is taught.

29.5: All recommendations of the Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or their designee, in writing, indicating whether the recommendations will be implemented or rejected. If the recommendation is rejected, the response will indicate reasons for rejection. If the recommendation is approved, the response will indicate the approximate date of implementation.

29.6: Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in

this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

ARTICLE 30 INSTRUCTIONAL FEE REMISSION

30.1: Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried. Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University in partnership with Academic Partnerships or any successor.

30.2: On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

ARTICLE 31 PROBATION AND PROMOTION

31.1: Probationary Periods: Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be twelve months excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher, the probationary period shall be twelve months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee shall be evaluated in accordance with the provisions of Article 15 ("Evaluations"). If the performance of a probationary employee is deemed unsatisfactory, their employment at the University or in the YSU Police Department may be terminated with two (2) weeks' notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/her hourly rate of pay. A probationary employee who is separated from employment will be given

a written statement of reasons for their separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

31.2: If the University fills one (1) or more positions of University Dispatcher or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before considering candidates who are not members of the bargaining unit. However, the University's selection of a candidate to fill the position of University Law Enforcement Supervisor is not arbitrable. The University will consider the applicant's education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which they are applying.

31.3: When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by a competitive examination and an Assessment Center process from the University police officers who are qualified. Prior to the close of applications, for any examination administered, those qualified must have a minimum of four years of service as a regular full-time University police officer.

- A. The examination shall be administered by a vendor chosen by the University. An assessment panel chosen by the University will assess the candidates and report its findings to Human Resources (Executive Director HR Operations or successor title).
- B. The notice of promotional examination shall be announced fourteen (14) calendar days prior to an announcement on the University applicant tracking system. The announcement shall be made by a member of the Human Resources staff via an email message to all union associates. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be announced on the University applicant tracking system and will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply prior to the close of the position announcement shall be tested. A bargaining unit member requesting a testing accommodation must submit the request in writing to the Human Resources Benefits Manager at least fourteen days prior to scheduled testing. Bargaining unit members may be required to provide additional information to support their request.
- C. Within fourteen (14) days following the close of the promotional opportunity on the applicant tracking system, a list of all promotional examination resources materials shall be made available to qualified bargaining unit members. The University will assure that the required materials are available from vendors. The cost of any such materials will be borne by the applicant.

- D. Applicants shall have a minimum of ninety (90) days to prepare for the promotional testing. All testing shall be administered on campus.
- E. The promotional materials shall consist of not more than five research books or materials related to specific subjects. The YSU Police manual shall be included as one of the five books or research materials.
- F. All bargaining unit members shall be notified of their individual test results within forty-eight (48) hours of the scoring. All bargaining unit members shall be provided with the scores of all tested police officers in numerical order. No employee shall be identified by name except on their individual test score.
- G. The following preferences shall be added to a candidate's test score:
1. **Military:** Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to their test score.
 2. **Educational:** Candidates shall receive either a five (5) point preference added to their test score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to their score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.
 3. **Longevity:** Candidates shall receive a one (1) point preference added to his or her test score for each year of service as a bargaining unit employee beyond five (5) years.

The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.

- H. Applicants must score a minimum of seventy percent (70%) on the written test, exclusive of any preference points, to advance for assessment.
- I. The Assessment Center team will consist of persons who are not YSU employees and from the Ohio Chiefs of Police Association or similar organization. Assessment Center team members must have experience in law enforcement supervision in a leadership role of lieutenant or above. FOP shall be permitted to have an observer attend Assessment Center team meetings, provided that the FOP identifies the observer no later than thirty (30) before the Assessment Center team's first meeting.
- J. The written test score plus any preference points shall count for forty percent (40%) of the candidate's total score, while the Assessment Center team evaluation shall count for sixty percent (60%) of the total score.
- K. An Eligibility List expires two years after the examination has been scored.

APPENDIX A
GRIEVANCE FORM

Grievance # _____

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed Independently
of F.O.P.

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature

Date

cc: Grievant, AVP/Chief Human Resources Officer, F.O.P., Chief of YSU Police, Director of Labor Relations

APPENDIX B: YSU EVALUATION OF FOP BARGAINING UNIT MEMBER

PERFORMANCE STANDARDS FOR DISPATCHERS: Dispatchers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. Knowledge of law enforcement laws and procedures
2. Knowledge of communication procedures (*i.e.*, radio, telephone, LEADS, Kidde Card, etc.)
3. Preparation of reports (*i.e.*, written reports, communications, logs, etc.)
4. Appearance
5. Attitude/Personality
6. Dependability
7. Initiative
8. Cooperation with Supervisor
9. Judgment
10. Public Relations

Dispatchers in the FOP bargaining unit shall be evaluated on the following rating scale for each category:

0. = Poor
1. = Needs Improvement
2. = Adequate
3. = Average
4. = Good
5. = Very Good
6. = Excellent

Dispatchers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- | | |
|---------------|-------------------|
| 0-8 points: | Poor |
| 9-16 points: | Needs Improvement |
| 17-24 points: | Adequate |
| 25-33 points: | Average |
| 34-42 points: | Good |
| 43-51 points: | Very Good |
| 52-60 points: | Excellent |

PERFORMANCE STANDARDS FOR POLICE OFFICERS: Police Officers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. (A) Firearms Proficiency
(B) Certification by the Ohio Peace Officers Council
2. Knowledge of law enforcement laws and procedures
3. Knowledge of communication procedures (*i.e.*, radio, telephone, LEADS, Kidde Card, etc.)
4. Preparation of Reports (*i.e.*, written reports, communications, logs, etc.)
5. Appearance

6. Attitude/Personality
7. Dependability
8. Initiative
9. Cooperation with Supervisor
10. Judgment
11. Public Relations

Police Officers in the FOP bargaining unit shall be evaluated on the following rating scale for each category (excluding Firearms Proficiency and Certification of Ohio Peace Officers Council, which are rated as Pass/Fail and Yes/No, respectively):

0. = Poor
1. = Needs Improvement
2. = Adequate
3. = Average
4. = Good
5. = Very Good
6. = Excellent

Police Officers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- | | |
|---------------|-------------------|
| 0-8 points: | Poor |
| 9-16 points: | Needs Improvement |
| 17-24 points: | Adequate |
| 25-33 points: | Average |
| 34-42 points: | Good |
| 43-51 points: | Very Good |
| 52-60 points: | Excellent |

COMMENTS AND FINAL ACTION: The evaluation shall also include comments by the Evaluator, the Chief of Police, and the bargaining unit member and action by Human Resources

FORMAT: The University reserves the right to change the format and the medium to display, use and store the evaluation.

DISPOSITION: A copy of the evaluation is electronically stored and available to the staff member at the time of completion for review and acknowledgement.

APPENDIX C
STANDARDS OF PROFICIENCY

YSU/F.O.P. STANDARDS OF PROFICIENCY: FIREARMS

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 16 of the Agreement.

A. General Provisions:

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload their weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also, a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain clothes weapon" in accordance with the provisions of Section 22.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 22.1.
8. At the range for qualification firing, each officer will use their duty rounds as part of the ammunition required for qualification firing. Following qualification firing, they will be issued new rounds of duty ammunition for their weapon. Including duty ammunition for up two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with their duty weapon, they will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within fourteen (14) days following the first test for qualification. If the officer fails to qualify the second time, they will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within fourteen (14) days on duty following their second firing for qualification.

B. Training:

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.
2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

C. Qualification Requirements: All officers will be required to satisfactorily complete a firearms qualification course approved by the Executive Director of the Ohio Peace Officer Training Council (OPOTC). The University will meet and confer with the F.O.P. before submitting any revised course to the Executive Director of the OPOTC for approval.

**APPENDIX D
CONFIDENTIAL
SCREENING EXAMINATION FORM**

TO THE PHYSICIAN:

The purpose of this examination is to determine if the participant is healthy enough to safely participate in an exercise program. Specific data are necessary to design an appropriate program for the participant. Please provide all information requested, sign and return this form to:

NAME _____ DATE _____

AGE _____ SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

General physical examination abnormalities: (Please list those findings that might place the participant at risk for exercise; and attach copies of any local physical examination forms used.)

Please attach results of a symptom limited maximal exercise stress test and complete the following data:

MODE OF TESTING _____ DATE OF TEST _____

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) _____

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _____

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION
(Please attach copy)

PLEASE LIST ALL LIMITATIONS AND RISKS FOR EXERCISE (Such as: medications, diabetes, orthopedic problems, epilepsy, etc.)

I have examined the above-named participant and find them to be in good/poor health and is/is not capable of safely participating in an exercise program.

Date _____ Signature _____

Please print physician's name, address and phone number:

APPENDIX E: INSURANCE BENEFITS

Definitions:

Contract Period and **Fiscal Year** are defined as the 12-month period July – June

Funding Level—The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Effective July 1, 2021 and ending June 30, 2022:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Funding Rates are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third-Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

Actual Costs = Paid Claims + Fixed Costs – Prescription Drug Rebates

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1st, will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future

Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.



HCAC Target Reserve Policy

- I. Components of the Target Reserve:
 - a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
 - b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.
- II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:
 - a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
 - b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
 - c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care Advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

EMPLOYEE CONTRIBUTIONS

Effective July 1, 2021, all employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Payment shall be deducted in equal amounts for each eligible employee’s bi-weekly paychecks.

INSURANCE BENEFITS

|  Youngstown State University Plan Year beginning July 1, 2021 PPO 90/10 In-Network Plan 70/30 Out-of-Network Plan  | | |
|---|--|--------------------|
| Benefits | Network | Non-Network |
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age | Up to Age 26 Removal upon End of Month | |
| Older Age Child | Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee’s expense) | |
| Pre-Existing Condition Waiting Period | Not Applicable | |
| Blood Pint Deductible | 0 pints | |
| Overall Annual Benefit Period Maximum | Unlimited | |
| 3 month Deductible Carryover | Not Covered | |
| Benefit Period Deductible – Single/Family ¹ | \$250/\$500 | \$425/\$950 |
| Coinsurance | 90% | 70% |
| Coinsurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family | \$925/\$1,725 | \$2,000/\$4,000 |
| Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family | \$1,175/\$2,225 | \$2,425/\$4,950 |
| -Maximum Out-of-Pocket (MOOP) ⁵ | | |
| Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family | \$6,600 / \$13,200 | Does not apply |
| Physician/Office Services | | |

| | | |
|---|-----------------------|----------------------|
| Office Visit (Illness/Injury) ^{2,5} | \$15 copay, then 100% | 70% after deductible |
| Urgent Care Office Visit ^{2,5} | \$15 copay, then 100% | 70% after deductible |
| Advanced Practicing Nurse/Office Visit ^{2,5} | \$10 copay, then 100% | 70% after deductible |

| | | |
|---|----------------------|----------------------|
| All Immunizations – Medically Necessary | 90% after deductible | 70% after deductible |
| Administration of H1N1 | 100% | |

Preventive Services

| | | |
|---|------|----------------------|
| Preventive Services, in accordance with state and federal law³ | 100% | 70% after deductible |
| Routine Physical Exams (Age 21 and over) | 100% | 70% after deductible |
| Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21) | 100% | 70% after deductible |
| Routine X-rays, Labs and Medical Tests | 100% | 70% after deductible |
| Routine Colonoscopy | 100% | 70% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 70% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 70% after deductible |
| Routine PSA Test | 100% | 70% after deductible |
| Routine Vision Exam (One per benefit period) | 100% | 70% after deductible |
| Routine Hearing Exam (One per benefit period) | 100% | 70% after deductible |

Outpatient Services

| | | |
|---|----------------------|----------------------|
| Surgical Services | 90% after deductible | 70% after deductible |
| Diagnostic Services | 90% after deductible | 70% after deductible |
| Physical Therapy & Occupational Therapy - Facility and Professional | 90% after deductible | 70% after deductible |

| | | |
|---|-----------------------|----------------------|
| (40 visits combined per benefit period) | | |
| Chiropractic Therapy – Professional Only (12 visits per benefit period) | 90% after deductible | 70% after deductible |
| Speech Therapy – Facility and Professional (20 visits per benefit period) | 90% after deductible | 70% after deductible |
| Cardiac Rehabilitation | 90% after deductible | 70% after deductible |
| Emergency use of an Emergency Room ^{4,5} | \$75 copay, then 100% | |
| Non-Emergency use of an Emergency Room | 90% after deductible | 70% after deductible |
| Inpatient Facility | | |
| Semi-Private Room and Board | 90% after deductible | 70% after deductible |
| Maternity Services | 90% after deductible | 70% after deductible |
| Skilled Nursing Facility | 90% after deductible | 70% after deductible |
| Human Organ Transplants | 90% after deductible | 70% after deductible |
| Additional Services | | |
| Allergy Testing | 90% after deductible | 70% after deductible |
| Allergy Treatments | 90% after deductible | 70% after deductible |
| Ambulance Services includes Air | 90% after deductible | 70% after deductible |
| Durable Medical Equipment / Medical Supplies | 90% after deductible | 70% after deductible |
| Home Healthcare | 90% after deductible | 70% after deductible |
| Hospice Services | 90% after deductible | 70% after deductible |
| Private Duty Nursing | 90% after deductible | 70% after deductible |
| Weight Loss Services (including complications from weight loss surgical services) | 90% after deductible | 70% after deductible |
| Mental Health and Substance Abuse – Federal Mental Health Parity | | |
| Inpatient Mental Health and Substance | | |

| Abuse Services | | Benefits paid are based on corresponding medical benefits | | |
|---|---|---|---|--------------------------------------|
| Outpatient Mental Health and Substance Abuse Services | | | | |
| Prescription Drug | | A Network Provider (You will pay the least) | A Non-Network Provider (You will pay the most | |
| | Generic copay - home delivery Tier 1 | \$10 | Does Not apply | Covers up to a 90-day supply. |
| | Preferred brand copay – retail Tier 2 | 25% to maximum of \$30 | Does not apply | Covers up to a 30-day supply. |
| | Preferred brand copay – home delivery Tier 2 | 25% to a maximum of \$60 | Does not apply | Covers up to a 90-day supply. |
| | Non-Preferred brand copay – retail Tiers 3 | 25% to a maximum of \$70 | Does not apply | Covers up to a 30-day supply. |
| | Non-Preferred brand copay – home delivery Tier # | 25% to a maximum of \$175 | Does not apply | Covers up to a 90-day supply. |
| | <u>Specialty Drugs</u> | Applicable drug tiers copay applies | Does not apply | Covers up to a 30-day supply. |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage

listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.


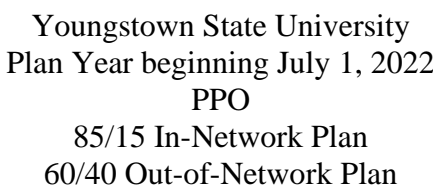

¹ Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³ Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.

⁵Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

|    | | |
|---|--|------------------|
| Benefits | Network | Non-Network |
| Benefit Period | January 1st through December 31 st | |
| Dependent Age Older Age Child | Up to Age 26 Removal upon End of Month Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense) | |
| Pre-Existing Condition Waiting Period | Not Applicable | |
| Blood Pint Deductible | 0 pints | |
| Overall Annual Benefit Period Maximum | Unlimited | |
| 3 month Deductible Carryover | Not Covered | |
| Benefit Period Deductible – Single/Family1 | \$350/\$700 | \$1,600/\$3,200 |
| Coinsurance | 85% | 60%] |
| Coinsurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family | \$1,000/\$2,000 | Eliminated |
| Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family | \$1,350/\$2,700 | Does not apply |
| -Maximum Out-of-Pocket (MOOP) 5 Including deductible, Coinsurance Out-of- Pocket Maximums and Copays) Single/Family | \$6,600 / \$13,200 | \$8,600/\$16,000 |
| Physician/Office Services | | |

| | | |
|---|--|----------------------|
| Office Visit (Illness/Injury) ^{2,5} | \$20 copay, then 100% | 60% after deductible |
| Urgent Care Office Visit ^{2,5} | \$20 copay, then 100% | 60% after deductible |
| Advanced Practicing Nurse/Office Visit 2,5 | \$15 copay, then 100% | 60% after deductible |
| All Immunizations – Medically Necessary | 85% after deductible | 60% after deductible |
| Administration of H1N1 | 100% | |
| Preventive Services | | |
| Preventive Services, in accordance with state and federal law ³ | 100% | 60% after deductible |
| Routine Physical Exams (Age 21 and over) | 100% | 60% after deductible |
| Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21) | 100% | 60% after deductible |
| Routine X-rays, Labs and Medical Tests | 100% | 60% after deductible |
| Routine Colonoscopy | 100% | 60% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 60% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 60% after deductible |
| Routine PSA Test | 100% | 60% after deductible |
| Routine Vision Exam (One per benefit period) | 100% | 60% after deductible |
| Routine Hearing Exam (One per benefit period) | 100% | 60% after deductible |
| Outpatient Services | | |
| Surgical Services | 85% after deductible | 70% after deductible |
| Diagnostic Services | 85% after deductible | 70% after deductible |
| Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period) | 85% after deductible | 70% after deductible |
| Chiropractic Therapy – Professional Only (12 visits per benefit period) | 85% after deductible | 70% after deductible |
| Speech Therapy – Facility and Professional (20 visits per benefit period) | 85% after deductible | 70% after deductible |
| Cardiac Rehabilitation | 85% after deductible | 70% after deductible |
| Emergency use of an Emergency Room ^{4,5} | \$200 copay, then 100%; waived if admitted | |
| Non-Emergency use of an Emergency Room | 85% after deductible | 70% after deductible |
| Inpatient Facility | | |
| Semi-Private Room and Board | 85% after deductible | 60% after deductible |
| Maternity Services | 85% after deductible | 60% after deductible |
| Skilled Nursing Facility | 85% after deductible | 60% after deductible |
| Human Organ Transplants | 85% after deductible | 60% after deductible |
| Additional Services | | |

| | | |
|---|---|----------------------|
| Allergy Testing | 85% after deductible | 60% after deductible |
| Allergy Treatments | 85% after deductible | 60% after deductible |
| Ambulance Services includes Air | 85% after deductible | 60% after deductible |
| Durable Medical Equipment / Medical Supplies | 85% after deductible | 60% after deductible |
| Home Healthcare | 85% after deductible | 60% after deductible |
| Hospice Services | 85% after deductible | 60% after deductible |
| Private Duty Nursing | 85% after deductible | 60% after deductible |
| Weight Loss Services (including complications from weight loss surgical services) | 85% after deductible | 60% after deductible |
| Mental Health and Substance Abuse – Federal Mental Health Parity | | |
| Inpatient Mental Health and Substance Abuse Services | Benefits paid are based on corresponding medical benefits | |
| Outpatient Mental Health and Substance Abuse Services | | |

1 Maximum family deductible. Member deductible is the same as single deductible.

2 The office visit copay applies to the cost of the office visit only.

3 Preventive services include evidence-based services that have a rating of “A” or “B” in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

4 Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.

5 Copays apply to the Maximum Coinsurance Out-of Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

| | A Network Provider (You will pay the least) | A Non-Network Provider (You will pay the most) | |
|--|--|---|--------------------------------------|
| Generic Copay – retail Tier 1 | 20% up to a maximum of \$5 | Does not apply | Covers up to a 30-day supply |
| Generic copay - home delivery Tier 1 | 20% up to a maximum of \$15 | Does Not apply | Covers up to a 90-day supply. |
| Preferred brand copay – retail Tier 2 | 25% to maximum of \$35 | Does not apply | Covers up to a 30-day supply. |
| Preferred brand co-pay – home delivery Tier 2 | 25% to a maximum of \$70 | Does not apply | Covers up to a 90-day supply. |
| Non-Preferred brand copay – retail Tiers 3 | 25% to a maximum of \$75 | Does not apply | Covers up to a 30-day supply. |

| | | | |
|---|--|-----------------------|--------------------------------------|
| Non-Preferred brand copay – home delivery Tier # | 25% to a maximum of \$180 | Does not apply | Covers up to a 90-day supply. |
| Specialty Drugs | Applicable drug tiers copay applies | Does not apply | Covers up to a 30-day supply. |

Definitions:

Contract Period and **Fiscal Year** are defined as the 12-month period July – June

Funding Level—The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Effective July 1, 2022 and ending June 30, 2024:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Funding Rates are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

Actual Costs = Paid Claims + Fixed Costs – Prescription Drug Rebates

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1st, will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future

Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

HCAC Target Reserve Policy

- VI. Components of the Target Reserve:
- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
- VII. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- VIII. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IX. This Reserve Policy should be integrated in the annual Funding Level Calculations:
- b. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
 - c. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
 - d. Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- X. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

APPENDIX F
URINALYSIS PROCEDURES

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory that will collect the urine sample. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone and Vicodin. The employee will be accompanied by an officer of the YSU Police Department. Whenever an employee is selected for a random drug test they will be permitted to transport them to the medical facility or laboratory.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.
- D. The containers will be new and free of contaminants.
- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- F. A tamper proof seal will be used on the containers.
- G. The containers will be labeled in front of the employee.
- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- I. Banner numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- J. The officer accompanying the employee will be assigned by the Chief of the YSU Police Department or their designee.
- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are

received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.

- L. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at their own expense) at another qualified laboratory. In this event, the first laboratory will be notified that the client would like the split specimen tested and the second sample, along with all documentation and chain of custody, will be forwarded to another accredited laboratory.

APPENDIX G
Overtime Aggregate Roster Procedures

1. The aggregate overtime roster will rank bargaining unit members from least total amount of overtime offered to the most amount of overtime offered. The available bargaining unit member with the lowest total amount of overtime offered will be offered overtime opportunities first followed by the available bargaining unit member with the second lowest total and so on.
2. If multiple bargaining unit members have the same total number of overtime hours offered, then those members will be ranked by seniority.
3. Bargaining unit members who work overtime will be charged on the aggregate overtime roster for the actual time worked.
4. Bargaining unit members who refuse an overtime opportunity shall be charged on the aggregate overtime roster with the actual hours worked by the bargaining unit member who accepted the overtime opportunity.
5. Bargaining unit members are considered unavailable/will not be offered the overtime opportunity if the scheduled hours of the overtime opportunity fall within a time when they are already on duty, in court, working another overtime detail, etc.
6. Bargaining unit members who are on approved sick or FMLA leave will be considered unavailable/will not be offered overtime opportunities until they return to work.
7. Bargaining unit members who are on approved leaves that do not include sick or FMLA will only be unavailable/not be offered overtime opportunities for the actual hours they are on that approved leave.
8. If a bargaining unit member is offered multiple overtime opportunities whose times overlap and the bargaining unit member refuses them all, the bargaining unit member will only be charged on the aggregate overtime roster for the overtime opportunity totaling the least hours.
9. If all available bargaining unit members refuse an overtime opportunity offered and it goes unfilled, then all bargaining unit members who refused the overtime opportunity will be charged on the aggregate overtime roster for the total amount from the start time for the bargaining unit member for the event to the scheduled end of the event.
10. If the overtime callout begins within two (2) hours of the start time of the detail, the bargaining unit members who refuse the opportunity will not be charged for the refusal on the overtime aggregate roster.
11. Holiday pay is not considered overtime and will not be charged to a bargaining unit member's aggregate overtime roster total. If a bargaining unit member works/refuses

overtime on a holiday separate from the shift they received holiday pay for they will be charged on the aggregate overtime roster appropriately.

- 12.** Overtime accrued from appearances in court on behalf of the department and training (this includes acting as an officer or dispatcher mentor/trainer, attending training as assigned by the university, and instructing training for other bargaining unit members as assigned by the university) will not be charged to the bargaining unit member's aggregate overtime roster total.
- 13.** If a bargaining unit member accepts an overtime opportunity and then refuses it within 36 hours of that bargaining unit member's scheduled start time of the overtime opportunity, then they shall be charged on the aggregate overtime roster one and one half (1.5) times the actual number of hours worked by the bargaining unit member who accepted the overtime opportunity. If no bargaining unit member accepts the detail and it goes unfilled, then the bargaining unit member will be charged on the aggregate over time roster one half (1.5) times the total amount of hours from the start time for the bargaining unit member for the event to the scheduled end of the event.
- 14.** The aggregate overtime roster will be completed by the FOP/OLC Associate or the FOP/OLC Alternate. A completed copy of the previous week's overtime aggregate roster will be posted in the Police Dept. Roll Call Room. A current week's overtime aggregate roster will be posted in dispatch.
- 15.** Upon hiring of a new bargaining unit member, they will be credited with the average number of hours taken from the current hours totals of all bargaining unit members in the same classification on the aggregate overtime roster.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties herein, by their duly authorized officers and agents, have affixed their signatures.

**FOR THE FRATERNAL ORDER
OF POLICE:**

Otto J. Holm, Jr.
F.O.P. Representative

**FOR YOUNGSTOWN STATE
UNIVERSITY:**

James Tressel
President

Atty. Kevin M. Kralj
Chief Negotiator, Director Labor and
Employee Relations

PREAMBLE

The Fraternal Order of Police, Ohio Labor Council, Inc. (F.O.P.) and Youngstown State University support the concept of non-adversarial bargaining. The parties recognize their mutual concerns and wish to give them proper consideration. We hold that non-adversarial negotiations can enhance relationships and mutual gain is possible. We also believe that it is essential that we establish and maintain an atmosphere of mutual trust and respect.

We are committed to providing a safe environment, protecting the students and employees, and rendering service in the areas of the city adjacent to the University. The YSU Police Department and the University pride themselves on their record of crime prevention, criminal investigations, foot and mobile control, education, and medical assistance. We will continue to recognize and make use of individual expertise and knowledge in innovative ways, and will employ cooperative decision making in solving problems faced by the University.

We are committed to Community [Policying](#), a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime.

ARTICLE 1 AGREEMENT AND RECOGNITION

1.1: This is an Agreement by and between Youngstown State University (hereinafter referred to as the University) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the F.O.P.). The purpose of this Agreement is to describe the terms and conditions of employment of the members of the bargaining unit defined in Article 2.

1.2: The University hereby recognizes the F.O.P. as the exclusive representative of the members of the bargaining unit defined in Article 2. "Exclusive recognition" is granted under the provisions of and in accordance with Ohio Revised Code 4117.

1.3: This Agreement is the sole and only Agreement between the parties.

1.4: Where this Agreement makes no specification about a matter, the University and the F.O.P. are subject to all applicable state or federal laws or ordinances pertaining to wages, hours, and terms and conditions of employment for public employees, as specified in [federal law](#), [the Ohio Administrative and](#) Revised Code, [including Ohio Revised Code Section](#) 4117.10.

ARTICLE 2 SCOPE OF UNIT

2.1: The bargaining unit shall include all regularly employed full-time members of the classified staff of the Youngstown State University Police Department who are classified as University Police Officer 1, University Police Officer 2, University Police Sergeants, and University Dispatcher.

2.2: A University Police Officer (Probationary) 1 and a University Police Officer 2 patrols campus grounds and buildings and University property to protect lives and property; prevents crimes and enforces laws; investigates crimes; makes arrests; testifies in court; directs traffic; prepares reports; and performs other reasonably related duties as assigned.

2.3: A University Police Sergeant performs the duties specified above for a University Police Officer 2 and in addition may be assigned functional supervision over University Police Officers 1, University Police Officers 2 and University Dispatchers, making assignments, training personnel, monitoring work performance, etc.; a University Police Sergeant performs other reasonably related duties as assigned.

2.4: A University Dispatcher receives and transmits radio communications dispatching personnel and equipment; maintains attendance records; receives and records telephone calls; operates computer terminal receiving and transmitting messages; maintains communication log; makes assignments, trains personnel, monitors work performance and performs other reasonably related duties.

2.5: Excluded from the bargaining unit shall be all unclassified (Professional/Administrative) staff members, all clerical and/or secretarial personnel, all intermittent and/or part-time personnel, students serving as student assistants, and all supervisory staff classified as University Law Enforcement Supervisor, or higher.

2.6: Also excluded from the bargaining unit shall be all employees of the University who are not defined as "public employees" under the provisions of Ohio Revised Code 4117 as defined by said statute and by applicable rules, regulations, orders, and judicial interpretations issued, promulgated, and/or rendered during the term of this Agreement.

2.7: Detailed descriptions of duties for each member of the bargaining unit appear on individual position descriptions maintained in [the Office of Human Resources](#)~~official personnel files~~. The University may ~~alter~~[modify](#) employees' position descriptions in compliance with Sections 2.2 to 2.4. A bargaining unit member whose position description is changed will receive a copy of the ~~new~~[modified](#) description ~~at the same time it is placed in his/her personnel file~~[concurrent with final modifications](#). [Position descriptions are available electronically.](#)

A bargaining unit member may grieve the reasonableness of a change to ~~his or her~~[their](#) position description.

2.8: If the University decides to create a new classification within the YSU Police Department, the parties will meet to discuss whether to include the new classification in the bargaining unit. If the parties are unable to resolve the issue of whether the new classification will be included in the bargaining unit, then either party may submit a petition for amendment or clarification to the State Employment Relations Board for a final and binding unit determination within ten (10) days of the parties' last meeting.

**ARTICLE 3
TERM OF AGREEMENT**

3.1: This Agreement shall, following ratification by the parties, become effective at 12:01 a.m. on July 1, 2021~~8~~ and shall remain in effect through 11:59 p.m. on June 30, 2024~~4~~.

3.2: Either party may notify the other that it desires to modify this Agreement or to negotiate a successor agreement in accordance with O.R.C. 4117.14(B) and SERB Rule 4117-9-02.

**ARTICLE 4
PAY**

4.1 Wages Increases and Wage Schedules

As detailed in Sections 4.1.1, 4.1.2, 4.1.3 and 4.1.4, below, the ~~top~~ steps in each step schedule for the bargaining unit will be increased as follows: ~~by~~

- 1.5%, retroactive to the start of first full pay period after ~~on~~ July 1, 2021~~18~~,
- 2.0%, effective at the start of the first full pay period after July~~May~~ 1, 2022~~19~~, and
- 2.0%, effective at the start of the first full pay period after July~~May~~ 1, 2023~~0~~.

~~In addition, as detailed below, the wages for the University Sergeant classification will be calculated based on step ~~9~~8 for the University Police Officer 2 classification. The hourly rate will be 11% higher than the hourly rate for step 8. The wage increases will occur retroactive to the start of the first full pay period after on July 1, 2021~~18~~, and effective at the start of the first full pay periods after July~~May~~ 1, 2022~~19~~, and July~~May~~ 1, 2023~~0~~.~~

4.1.1 University Dispatcher Pay

The parties agree to the salary schedule set forth below for the University Dispatcher classification, ~~formerly known as University Dispatcher 2:~~

Effective July 1, 2018~~21~~ through ~~April~~June 30, 2019~~22~~.

| | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|---------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | <u>7</u> | <u>8</u> 7 |
| Hourly Rate | \$20.30 <u>20.60</u> | \$20.82 <u>21.13</u> | \$21.35 <u>21.67</u> | \$22.01 <u>22.34</u> | \$22.71 <u>23.05</u> | \$23.46 <u>23.81</u> | <u>24.74</u> | \$24.61 <u>25.49</u> |

Effective ~~May~~July 1, 2019~~22~~ through ~~June~~April 30, 2020~~3~~.

| | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|---------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | <u>7</u> | <u>8</u> 7 |
| Hourly Rate | \$20.30 <u>21.02</u> | \$20.82 <u>21.55</u> | \$21.35 <u>22.10</u> | \$22.01 <u>22.79</u> | \$22.71 <u>23.51</u> | \$23.46 <u>24.29</u> | <u>25.23</u> | \$24.86 <u>26.00</u> |

Effective ~~July~~ ~~May~~ 1, 2020~~3~~ through June 30, 2024~~1~~.

| | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|---------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | <u>7</u> | <u>8</u> |
| Hourly Rate | \$20.30 <u>21.44</u> | \$20.82 <u>21.99</u> | \$21.35 <u>22.55</u> | \$22.01 <u>23.24</u> | \$22.71 <u>23.98</u> | \$23.46 <u>24.77</u> | <u>25.73</u> | \$25.11 <u>26.52</u> |

4.1.2 University Police Officer 1 Pay

The parties agree to the salary schedule set forth below for University Police Officer 1:

Effective July 1, 20~~21~~~~18~~ through ~~June~~~~April~~ 30, 20~~19~~~~22~~.

| | | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|------------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | <u>8</u> | <u>9</u> |
| Hourly Rate | \$19.62 <u>19.91</u> | \$20.29 <u>20.59</u> | \$20.96 <u>21.27</u> | \$21.64 <u>21.96</u> | \$22.36 <u>22.70</u> | \$23.11 <u>23.46</u> | \$23.92 <u>24.28</u> | <u>25.13</u> | \$25.01 <u>25.89</u> |

Effective ~~July~~~~May~~ 1, 20~~19~~~~22~~ through ~~June~~~~April~~ 30, 2020~~3~~.

| | | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|------------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | <u>8</u> | <u>9</u> |
| Hourly Rate | \$19.62 <u>20.31</u> | \$20.29 <u>21.01</u> | \$20.96 <u>21.70</u> | \$21.64 <u>22.40</u> | \$22.36 <u>23.15</u> | \$23.11 <u>23.93</u> | \$23.92 <u>24.76</u> | <u>25.63</u> | \$25.26 <u>26.41</u> |

Effective ~~July~~~~May~~ 1, 2020~~3~~ through June 30, 2024~~1~~.

| | | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|------------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | <u>8</u> | <u>9</u> |
| Hourly Rate | \$19.62 <u>20.72</u> | \$20.29 <u>21.43</u> | \$20.96 <u>22.13</u> | \$21.64 <u>22.85</u> | \$22.36 <u>23.61</u> | \$23.11 <u>24.40</u> | \$23.92 <u>25.26</u> | <u>26.15</u> | \$25.51 <u>26.94</u> |

4.1.3 University Police Officer 2 Pay

The parties agree to the wages set forth below for University Police Officer 2:

Effective July 1, 20~~18~~~~21~~ through ~~April~~~~June~~ 30, 20~~19~~~~22~~.

| | | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|------------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | <u>8</u> | <u>9</u> |
| Hourly Rate | \$21.41 <u>21.73</u> | \$22.13 <u>22.46</u> | \$22.87 <u>23.21</u> | \$23.60 <u>23.95</u> | \$24.39 <u>24.76</u> | \$25.21 <u>25.59</u> | \$26.09 <u>26.48</u> | <u>27.41</u> | \$27.27 <u>28.24</u> |

Effective ~~July~~~~May~~ 1, 20~~22~~~~19~~ through ~~June~~~~April~~ 30, 2020~~3~~.

| | | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|------------------------------------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | <u>8</u> | <u>9</u> |
| Hourly Rate | \$21.41 <u>22.17</u> | \$22.13 <u>22.91</u> | \$22.87 <u>23.68</u> | \$23.60 <u>24.43</u> | \$24.39 <u>25.25</u> | \$25.21 <u>26.10</u> | \$26.09 <u>27.01</u> | <u>27.95</u> | \$27.54 <u>28.80</u> |

Effective ~~July~~~~May~~ 1, 2023~~0~~ through June 30, 2024~~1~~.

| | | | | | | | | | |
|------|---|---|---|---|---|---|---|----------|----------|
| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | <u>8</u> | <u>9</u> |
|------|---|---|---|---|---|---|---|----------|----------|

| | | | | | | | | | |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|------------------------------------|
| Hourly Rate | \$21.41 <u>22.61</u> | \$22.13 <u>23.37</u> | \$22.87 <u>24.15</u> | \$23.60 <u>24.92</u> | \$24.39 <u>25.76</u> | \$25.21 <u>26.62</u> | \$26.09 <u>27.55</u> | <u>28.51</u> | \$27.82 <u>29.38</u> |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------|------------------------------------|

4.1.4 University Police Sergeant Pay

The wages for the University Sergeant classification will be calculated based on step 9 for the University Police Officer 2 classification. The hourly rate will be 11% higher than the hourly rate for step 9. The wage increases will be retroactive to the start of the first full pay period after July 1, 2021, and effective at the start of the first full pay periods after July 1, 2022, and July 1, 2023.

The parties agree to the wages set forth below for University Police Sergeant:

~~Effective~~Retroactive to the first full pay period after July 1, 2021~~18~~ and through ~~June~~April 30, 2022~~19~~, the Hourly Rate shall be \$31.34.

Effective at the start of the first full pay period after July~~May~~ 1, 2022~~19~~ and through ~~June~~April 30, 2020~~3~~, the Hourly Rate shall be \$31.97.

Effective at the start of the first full pay period after July~~May~~ 1, 2023~~20~~ and through June 30, 2021~~4~~, the Hourly Rate shall be \$32.61.

4.2 Steps

~~Effective July May 1, 2022~~19, bargaining unit employees employed as of July 1, 2021~~18~~, who have not completed the wage step schedule for their classification shall be moved up one step.

~~Effective Jul~~May 1, 2020~~3~~, bargaining unit employees employed as of July 1, 2022~~18~~, who have not completed the wage step schedule for their classification shall be moved up one step.

~~Effective July 1, 2018, all University Dispatchers employed as of July 1, 2018 will be moved to the top step of the July 1, 2018 to April 30, 2019 step schedule; i.e., \$24.61.~~

Retroactive to July 1, 2021, Sstep movement for bargaining unit employees ~~hired after July 1, 2021~~8, will occur at the start of the first full pay period following~~on~~ the anniversary of their hire dates. Employees who previously had their steps frozen will resume movement through the step schedule, but time spent frozen at a step will not be counted for placement on the step schedule. Effective upon ratification of this Agreement, bargaining unit employees who attained the top steps of the step schedules in Sections 4.1.1, 4.1.2 or 4.1.3 under the 2018-21 Agreement before ratification of this Agreement shall be placed at the top steps of the step schedules under this Agreement.

4.3 New Dispatchers will normally start at the first step of the Dispatcher pay range, and new Police Officers will normally start at the first step of the Police Officer 1 pay range; however, the University reserves the right to start a newly hired bargaining unit member at a higher step, based on the bargaining unit member's previous experience, education and/or qualifications. Each Police Officer 1 who successfully completes the probationary period shall at the time be advanced to the Police Officer 2 pay range and be placed at the lowest step in the Police Officer 2 pay range to

provide ~~them~~him/her with at least a nine percent (9%) increase in base rate of pay, ~~and shall thereafter remain frozen at that step for the duration of this agreement.~~ With the exception of University Police Sergeant, each member of the bargaining unit who is promoted to a higher classification within the bargaining unit shall be paid at the lowest step in the higher pay range which provides ~~them~~him/her at least a nine percent (9%) increase in base rate of pay.

4.4 Exemption From Bidding: ~~Prior to implementing the work schedule bid process provided annually in Section 13.3, the~~The University ~~will~~ may designate ~~no more than two~~ one bargaining unit members as ~~the Task Force Officer and one as the Administrative Officer, subject to the following exempted positions from the work schedule bid process, such as the Task Force Officer or Administrative Officer:~~

- A. Only bargaining unit members meeting the University specified standards will be considered for these positions.
- B. Each position will have a specific position description.
- C. A bargaining unit member assigned to one of these positions will continue in grade (classification) and receive regular pay increases provided to other bargaining unit members, as appropriate.
- D. The Officers will not be subject to the provisions of Article 13, ("Work Schedules"), and will work a flexible schedule, as determined by the Chief of YSU Police.
- E. The Officers are not excluded from the Health and Safety provisions in Article 30.

The University and the F.O.P. shall meet and confer regarding the positions that will be exempted from the bid process and any subsequent replacement positions. In addition to the above, probationary employees will be exempt from the schedule bid process found in Section ~~12~~3.3 of this agreement.

4.5 Educational Increment: Effective with the implementation of this agreement, each member of the bargaining unit who meets specific standards of formal university or college training shall receive an additional hourly pay increment as follows:

| <u>LEVEL OF EDUCATION</u> | <u>HOURLY PAY INCREMENT</u> |
|---------------------------|-----------------------------|
|---------------------------|-----------------------------|

- A. Receipt of an associate degree in criminal justice or other related degree approved by the Chief of Police. 35¢
- B. Receipt of a baccalaureate degree in criminal justice or other related degree approved by the Chief of Police. 60¢

Each member of the bargaining unit who believes ~~he/she is~~they are entitled to an hourly pay increment under the provisions of this article shall provide the University with an official copy of ~~their~~his/her college or university transcript as a necessary precondition to receiving the stipulated pay increment. Correspondence courses, credit for life experience or professional experience, and

credit by examination shall not qualify for the Educational Increment. A bargaining unit member who qualifies for more than one of the two levels of Educational Increment shall be paid only for the highest level achieved. Those bargaining unit members who received an educational increment under the previous educational increment provision will continue to receive such increment.

4.6 Shift differential: Each University Police Officer 1 and 2, University Police Sergeants, and University Dispatcher, who works the first or third shift will be paid an additional bi-weekly \$0.30/hour for afternoon and midnight shifts. The first shift would be considered the midnight shift and the third shift afternoons. Officers and dispatchers whose bid schedule includes a split shift will be paid shift differential on a pro-rata basis. Shift differential shall be prorated if an employee requests and is accommodated a schedule change. Shift differential shall not be prorated if the bargaining unit member is required to attend training. However, bargaining unit members receiving shift differential who are on leave status for greater than 20 (twenty) consecutive working days will not be paid the shift differential for the balance of the leave.

4.7 Emergency Closings: When the University closes due to an emergency, pay for members of the bargaining unit shall be determined as follows:

- A. Employees whose work is interrupted by an emergency closing, and who are released from duties for the remainder of their shift, shall receive straight pay as though they had completed their scheduled hours.
- B. Employees who are scheduled to work, but who are directed by the University not to report to work due to an emergency closing, shall receive straight pay as though they had completed their scheduled hours.
- C. Employees who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for the hours before the effective time of the closing and overtime payment at the rate of one and one-half (1.5) times their normal rate for hours after the announcement of the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- D. Employees who are scheduled to work after an emergency closing occurs, and who are directed by the University to report to work, will receive pay at one and one-half (1.5) times their normal rate for all hours worked during the closing in addition to their straight pay. In such cases, payroll entry will indicate regular hours and overtime hours.
- E. Employees who are not scheduled to work during a period of emergency closing, but who are directed by the University to report to work, will receive pay at two and one-half (2.5) times their normal rate for all hours worked.
- F. During the period of an emergency closing, the University will not require any employee to work who is on vacation or sick leave.
- G. If an employee is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the employee

will be charged vacation leave or leave without pay for the period of ~~their~~ his/her scheduled shift prior to the official closing.

4.8 OPERS Salary Reduction Pick-Up: The University will continue to implement a "Salary Reduction Pick-Up" in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will, for all members of the bargaining unit, reduce ~~the employee's~~ their salary by the amount of the employee contribution to OPERS and will contribute that amount to OPERS as an "employer contribution" in lieu of the "employee contribution." In the event the "Salary Reduction Pick-Up" is subsequently found to be contrary to law or applicable regulations, the University will cease the "Salary Reduction Pick-Up," ~~will cease the reduction of salary in accordance with the law or applicable regulations;~~ and will have no residual obligation to members of the bargaining unit concerning the impact of cessation of the "Pick-Up" upon any employee's income tax liabilities at the state or federal level. The "Salary Reduction Pick-Up" shall apply to all pay received by members of the bargaining unit, and shall be a condition of employment for all members of the bargaining unit.

4.9 Method of Payment: Bargaining unit members will be paid ~~on alternate Fridays~~ bi-weekly. Payment will be made by electronic transfer so that the money will be available in the bargaining unit member's account at the beginning of the work day that Friday. Bargaining unit members will enroll in direct deposit to a checking, savings, or credit union account. If a pay day falls on a holiday, money will be available at the beginning of the first work day prior to the payday.

ARTICLE 5 INSURANCE

5.1: Summary of Coverage:

A. Eligibility: All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance ~~booklets~~ summary plan descriptions shall be available to the following eligible employees and their dependents except as expressly identified within this Agreement: all permanent full-time bargaining unit members. Dependents are spouses and dependent children to age 26.

B. Maintenance of Benefits/Open Enrollment: Except as provided in this article, the benefits under the University's group health plan shall remain equivalent to or better than those provided in the certificates that are in place in Appendix ~~EJ~~ of this Agreement. Members of the bargaining unit will annually have the right to choose to enroll in the plan during the open enrollment period established by the University.

C. Working Spouse/Coordination of Benefits:

1. Working Spouse Coverage Obligations

- a. As a condition of eligibility for coverage under the University's group medical and ~~or~~ prescription drug plan(s) ("University Coverage"), if an employee's spouse is eligible for group medical and ~~or~~ prescription drug coverage sponsored, maintained and/or

provided by the spouse's current employer, former employer (for retirees), or business for self-employed individuals (other than sole proprietors) (collectively or individually, "Employer Coverage"), the spouse must enroll for at least single coverage in ~~his/her~~their Employer Coverage unless ~~he/she is~~they are entitled to Medicare.

For purposes of this section, in instances where the spouse's employer makes no monetary contribution for Employer Coverage, such plans will not be considered to be Employer Coverage. This is intended to apply to situations in which the spouse is a current employee in a business, but not to situations in which the spouse is a business owner, including partner of a company and/or firm, is a self-employed individual (other than a sole proprietor) in a business, or retiree in a group medical and/~~or~~ prescription drug insurance plan.

- b. The requirement of subsection (a) does not apply to any spouse who works less than 25 hours per week AND is required to pay more than 50% of the single premium funding rate OR \$300 per month, whichever is greater, in order to participate in Employer Coverage.
- c. An employee's spouse who fails to enroll in Employer Coverage, as outlined above, shall be ineligible for University Coverage.
- d. Upon the spouse's enrollment in Employer Coverage, that coverage will become the primary plan and the University Coverage will become the secondary plan according to the primary plan's coordination of benefits and participation rules. Notwithstanding the foregoing, in the event the spouse is a Medicare beneficiary and (i) Medicare is secondary to the University Coverage, and (ii) Medicare is primary to the spouse's Employer Coverage, the University Coverage will be the primary coverage. The rules of O.R.C. §§ 3902.11 to 3902.14 shall govern the implementation and interpretation of these coordination of benefits rules.

2. **Employer Coverage.** It is the employee's responsibility to advise the University's Human Resources Benefits Manager immediately (and not less thirty calendar days after any change in eligibility) if the employee's spouse becomes eligible to participate in Employer Coverage. Upon becoming eligible, the employee's spouse must enroll in Employer Coverage unless ~~he/she is~~they are exempt from this requirement in accordance with the exemptions stated in this section.

- a. Every bargaining unit member whose spouse participates in the University's group medical and/~~or~~ prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether ~~his/her~~their spouse is eligible for and enrolled in Employer Coverage. If any bargaining unit member fails to complete and submit the certification during the annual certification process, such bargaining unit member's spouse will be removed immediately from University Coverage. Any information not completed or provided on the certification form may be requested from the employee.
- b. If a bargaining unit member submits false material information or fails to timely advise the ~~Plan via the Chief~~ Human Resources ~~Benefits Manager~~Officer or ~~his or~~

~~her~~their designee of a change in the eligibility of the employee's spouse for Employer Coverage within 30 calendar days of notification of such eligibility, and such false information or failure results in the provision of University Coverage to which the employee's spouse is not entitled, the employee's spouse will be disenrolled from University Coverage. Such disenrollment may be retroactive to the date as of which the employee's spouse became ineligible for plan coverage, as determined by the administrator for the University Coverage. The administrator shall provide at least ~~30~~thirty calendar days advance written notice of any proposed retroactive disenrollment. In the event of retroactive disenrollment, the bargaining unit member will be personally liable to the applicable University Coverage for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the University Coverage as a result of the false information or failure. Additionally, if the bargaining unit member submits false information in this context, the employee may be subject to disciplinary action, up to and including termination of employment.

- c. The details of the working spouse limitations and coordination of benefits requirements are available ~~upon request from the Office of Human Resources~~ Office website.
- d. For purposes of salary deduction toward premium cost sharing, in families in which both spouses are employed by YSU, the higher paid employee shall bear the salary deduction. They shall have the option either to be treated as only one employee, employee plus one, or family, or to select individual coverage and for each to pay the single salary share of the premium.
- e. If one spouse works for YSU and the other does not, their children remain on the YSU insurance. If both spouses work for the University, in the case of family coverage, the higher-paid employee pays for the employee plus one or family coverage.
- f. An employee may opt out of health insurance benefits (medical and; prescription drug, dental and/or vision coverage), in accordance with University policy~~the provisions of this article, upon written notice to the University~~.

D. Coverage Levels and Additional Features: The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization SuperMed Plus pPlan as detailed in Appendix E~~F~~. The University ~~shall~~may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 5.68.

E. Booklets: Eligible employees shall be able to access information regarding coverages on-line via the vendor's website.

F. Health Care Budgets: The University shall establish separate accounts to monitor the healthcare budget and expenses. Regular financial statements prepared by the consultant shall be provided to the Health Care Advisory Committee.

G. Wellness Program: The University shall continue funding in a dedicated account for the Wellness Program. The Wellness Program shall be developed by, and oversight shall be provided by, the Health Care Advisory Committee. The program shall include incentives for employees to participate in the program. The University will maintain current funding of the Wellness Program during the term of this Agreement.

5.1a: Premium Sharing: Eligible bargaining unit members who choose to enroll in the University's health insurance plan will contribute the following percentages of the Fully Insured Equivalent or such other calculation as detailed in Appendix J or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

A. Effective July 1, 2021 and continuing through June 30, 2022, all employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. Effective July 1, 2022, all bargaining unit members shall contribute eighteen (18) percent of the fully insured equivalent rate for their subscriber selection.

B. Payments shall be deducted in equal amounts from each eligible bargaining unit member's bi-weekly paychecks.

~~5.1b: Office Visit Co-pay: The University shall continue to maintain co-pays as identified in Appendix J for the duration of the Agreement.~~

5.2: Dental Coverage: For the duration of the Agreement, the University will provide a dental care plan for members of the bargaining unit and their dependents with benefit levels not less than those in the predecessor Agreement.

5.3: Vision Care: For the duration of this Agreement, the University will continue to provide a vision care plan for members of the bargaining unit and their dependents with benefit levels not less than those in effect as in the predecessor Agreement.

5.4: Annual Physical: Members of the bargaining unit and their covered dependents shall be provided a free annual preventive examination provided such is performed by a network physician.

~~5.5: Prescription Coverage: The University will maintain a prescription drug program detailed in Appendix J.~~

5.6: Second and/or Third Medical Opinions: For the duration of this Agreement, a second opinion may be obtained, at the discretion of the bargaining unit member or covered dependent, prior to surgery. If the second opinion differs from the first opinion, the bargaining unit member or covered dependent may choose to obtain a third opinion. The cost of the optional second opinion and/or third opinion shall be covered by the University.

5.7: Right to Alter Carriers: The University has the right to self-insure, fully insure or change carriers as it deems appropriate, providing that the affected benefits remain comparable, but no less than present levels in each benefit category.

5.78: Health Care Advisory Committee (HCAC): The University and the Union support the establishment of the University Health Care Advisory Committee, as provided for in the Health Care Advisory Committee Policy and Guidelines. The HCAC shall recommend options that are mutually beneficial to employees and the University. The Union representatives to the HCAC shall consult their governing bodies prior to proceeding with any recommendations. Where a recommendation would alter the terms of the collective bargaining agreement a draft Memorandum of Understanding (MOU) will be presented to the chief negotiators of the Administration and the Union for proper processing.

5.89: Section 125 and Premium Pass-Through Benefits: The University shall contract with a carrier to serve as Third Party Administrator (TPA) for Section 125; those plans are premium pass-through, flexible spending account and dependent care account benefits for University employees. Eligibility for, and use of, this program shall be governed by IRC Section 125. There shall be no initiation or sign up fees for employees. Monthly administrative charges, if any, for the TPA shall be paid by payroll deduction by those employees selecting this benefit. Employee contributions under Section 125 shall also be made by payroll deduction up to the maximum of allowable amount for the Flexible Spending Account and the Dependent Day Care under applicable federal regulations per account. An individual selecting this plan shall participate in the plan from January 1 to December 31.

5.910: Catastrophe Benefits: Any member of the bargaining unit who is injured effecting an arrest or by gunshot, knife wound, severe beating, vehicular assault, or vehicular accident in pursuit of a suspect, and as a result is unable to perform ~~their~~^{his/her} duties for a period of two months or longer, shall receive a lump sum payment of six thousand dollars (\$6,000). If a bargaining unit member dies from injuries from said incident within ninety (90) days, a payment of six thousand dollars (\$6,000) shall be made to the estate of the bargaining unit member. These provisions are subject to the following exceptions and limitations:

- A. This provision shall not apply to any incident involving any gunshot, knife wound or vehicular assault or accident that is self-inflicted.
- B. Any injured bargaining unit member is subject to the physical examination provided for in Section ~~1920-~~B.8.
- C. Only one payment of six thousand dollars (\$6,000) will be paid for each incident.
- D. This benefit for effecting an arrest, severe beating, vehicular assault or vehicular accident shall apply only in cases in which the employee is hospitalized for forty-eight (48) hours or longer as a result of the incident.

In the event a bargaining unit member dies as a result of an incident described above, the University will pay to the bargaining unit member's estate an amount equal to the cash value of all accrued but unused sick leave as of the date of death, computed at the bargaining unit member's last hourly rate of pay.

5.1011: Life Insurance — Retirees Conversion Policy: Bargaining unit members who retire with ten (10) or more years of University service are eligible for a convertible life insurance policy through the carrier as of the date of their retirement (rounded to the nearest multiple of \$1,000) to

a maximum of \$75,000. Such policy for a retiree will not include accidental death and dismemberment insurance.

5.112: Life Insurance — Active: The University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2.5) times the bargaining unit member's annual salary. Each bargaining unit member's group term life insurance shall be subject to a cap of \$250,000 for the term of this Agreement. Bargaining unit members may waive insurance coverage in excess of \$50,000.

5.123: Long-Term Disability Benefit Policy: The University will provide a group long-term disability benefit plan to members of the bargaining unit who have not yet qualified for such coverage under the Ohio Public Employees Retirement System or a comparable state retirement fund, with coverage for such bargaining unit member to continue only until theyhe/she becomes eligible for disability benefits under such state fund.

5.134: COBRA Rights: If a bargaining unit employee terminates theirhis/her employment or separates from the University, the University will notify the employee of theirhis/her right to choose to continue theirhis/her healthcare plan under the federally mandated COBRA program.

~~**5.15: Voluntary Long-Term Care Coverage:** The University will provide a bargaining unit member an opportunity to enroll in Long-Term Care coverage through payroll deduction at the employee's expense. Vendors will be selected from the analysis done by the Health Care Advisory Committee.~~

5.146: Voluntary Life Insurance Coverage: The University will provide a bargaining unit member an opportunity to purchase additional life insurance through payroll deduction at the employee's expense.

5.157: Coverage Eligibility for Approved Leaves: The parties acknowledge that employees on approved leaves will be required to maintain timely employee premium contributions or lose eligibility for such coverage.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1: Definition: The purpose of this Article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this Article, a member(s) of the bargaining unit or the F.O.P. may file a grievance in which theyhe/she claims there has been a violation of this Agreement. Nothing in this Article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance.

6.2: Procedure: A grievance is filed at Step 1 unless the parties agree that it is properly initiated at Step 2 or Step 3. A grievance is filed on the form which appears in Appendix AF to this Agreement, after the grievant secures a grievance number from the Chief Human Resources Officer or theirhis/her designee. A grievance must be filed within twenty (20) days of the event giving rise to the grievance, or within twenty (20) days after the grievant knew the facts which are the subject of theirhis/her grievance. All references to "days" in this Article are to calendar days. The time limits specified in this Article may be extended only by the mutual agreement of the

parties. If the grievant, or the union, fails to appeal a disposition of a grievance within the specified time limits, the grievance shall be considered settled on the basis of the last disposition by the University. If the University fails to reply within the specified time limit, the grievance shall automatically be advanced to the next level of the grievance and arbitration procedure.

6.3: Grievance Hearings: Each grievance hearing will be conducted by the designated administrator in an effort to determine what if any violation of this Agreement has occurred. Hearings will be attended by the grievant and by a representative(s) designated by the F.O.P. If a grievance hearing is held during the working hours of the grievant and/or one (1) F.O.P. representative, the grievant and/or the F.O.P. representative shall be paid for the time spent at the grievance hearing. However, within these limitations, the University will, to the extent feasible, seek to schedule hearings at convenient times.

6.4: Independent Grievances: An employee shall have the right at any time to present a grievance to the University, and to have such grievance adjusted without the intervention of the F.O.P. or F.O.P. representative, provided that the adjustment is consistent with the terms of the Agreement; and provided that the F.O.P. has been given the opportunity to have a representative present at such adjustments.

6.5: Class Action Grievances: When a group of two or more employees are eligible to file a grievance, the grievance may be filed on behalf of the affected employees by the Staff Representative of the F.O.P./O.L.C. Any such class action grievance shall include a list of employees that are covered by the grievance.

6.6: Step 1: Within twenty (20) days following an occurrence the grievant believes to be a violation of this Agreement, the grievant may formally file a grievance by securing a grievance number from the Chief Human Resources Officer, or ~~their~~~~his/her~~ designee, by completing a Grievance Form, and by submitting the completed form to the Chief of the YSU Police, with a copy to the Chief Human Resources Officer, or ~~their~~~~his/her~~ designee. Within ten (10) days after receiving the grievance, the Chief of Police will hold a grievance hearing, and within ten (10) days following the hearing ~~they~~~~he/she~~ will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the F.O.P. Within ten (10) days following the receipt of the Chief of Police's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

6.7: Step 2: Within ten (10) days following receipt of an appeal from a Step 1 disposition, the ~~Vice President for Administration~~ Director of Labor Relations, or designee, will either hold a grievance hearing or complete and distribute a Grievance Disposition Form, in the latter case providing the original to the grievant and a copy to the F.O.P. If the ~~Vice President~~Director of Labor Relations~~for Administration~~, or designee, holds a grievance hearing, ~~they~~~~he/she~~ shall execute and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within ten (10) days following receipt of the ~~Vice President for Administration~~Director of Labor Relation's, or designee's, Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

6.8: Step 3: Within ten (10) days following receipt of an appeal from Step 2, the Chief Human Resources Officer, or ~~their~~~~his/her~~ designee, shall either hold a grievance hearing or complete and

distribute a Grievance Disposition Form, in the latter case, providing the original to the grievant and a copy to the F.O.P. If the Chief Human Resources Officer, or designee, holds a grievance hearing, ~~they~~he/she shall complete and distribute a Grievance Disposition Form within ten (10) days following the hearing. A hearing is required if the grievance originates at Step 3.

6.9: Step 4: Within ten (10) days following receipt of the Chief Human Resources Officer's, or designee's, Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing a Grievance Disposition Reaction Form and ~~hand-delivering~~ it to the office of the Chief Human Resources Officer. The grievance will be advanced to binding arbitration if the F.O.P. supports the arbitration of the grievance by so advising the Chief Human Resources Officer, in writing, not later than thirty (30) days following the timely ~~hand-delivering~~delivery of the grievant's appeal to Step 4 to the office of the Chief Human Resources Officer.

6.10: Within ten (10) days after giving written notice that it supports the arbitration, the F.O.P. must request from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators whose primary addresses are within the State of Ohio and a 200-mile radius of Youngstown, Ohio. A copy of the union's request to FMCS must be sent simultaneously to the Chief Human Resources Officer. If the parties are unable to agree upon which of those seven (7) nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Each party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.

6.11: Arbitrability: The following matters are not arbitrable: the removal of a probationary employee, ~~alleged violations of Article 11 ("Non-Discrimination")~~, any matter subject to the jurisdiction of the Ohio State Personnel Board of Review, or the State Employment Relations Board, and any matter not directly relating to the meaning and application of the terms of this Agreement. If there is a question concerning arbitrability, either party may request that the arbitrator rule on the arbitrability of the grievance. If the arbitrator finds the grievance to be arbitrable, ~~he/she~~they shall proceed to hold a hearing on the merits of the grievance.

6.12: Arbitrator's Authority: The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

6.13: Costs: Arbitration hearings will be held on the University campus, in facilities provided at no cost by the University. The University shall provide parking accommodations at the location of the hearing for those persons who are attending to represent the Union. The Union will notify the Employer three (3) days prior to the hearing regarding the number of required spots. The fees and expenses of the arbitrator shall be shared equally by the parties. Other expenses will be borne by the party incurring them.

6.14: A bargaining unit member requested to appear at an arbitration hearing by either party shall attend. If this occurs during ~~their~~his/her regularly scheduled shift, ~~they~~he/she shall be paid at the regular rate. Any request for the attendance of witnesses shall be made in good faith, and at no time shall more than three (3) bargaining unit members be present on behalf of and/or at the request of the F.O.P. In the event the Union believes the presence of more than three (3) bargaining unit

members is necessary, it shall be discussed with the University at least two (2) weeks in advance of the arbitration hearing, and a decision will be made on a case by case basis.

6.15: Award: The arbitrator's decision and award will be in writing and the parties will request that it be delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

6.16: Other cases: The provisions of this article shall be available to the University to resolve disagreements with the F.O.P. concerning the terms of this Agreement, following the submission in writing to F.O.P. of the matter of disagreement and a meeting of the parties in lieu of the Step 3 hearing provided herein.

6.17: The parties intend that in accordance with the provisions of the Ohio Revised Code 4117.10(A), the Ohio State Personnel Board of Review shall have no jurisdiction during the term of this Agreement over any matter addressed by the provisions of this Agreement.

ARTICLE 7 UNIVERSITY/F.O.P. RELATIONS AND RESPONSIBILITIES

7.1: The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect. The parties agree further that each party shall be totally free of interference from the other in the selection of individuals designated to fulfill the various responsibilities of each party described in this Agreement. Finally, the parties affirm their mutual commitment to the principle that each party to the Agreement shall provide whatever financial or human resources necessary to fulfill its obligations under this Agreement. The F.O.P. agrees that there shall be no F.O.P. activity during paid working hours, except as explicitly provided for by this Agreement. The University agrees that it shall take appropriate steps to see that all employees shall have the opportunity to enjoy the provisions of this Agreement, regardless of their scheduled working hours subject to specific provisions elsewhere in this Agreement.

7.2: Representatives of the University and the F.O.P. shall meet regularly at mutually convenient times to discuss informally matters of mutual concern. Either party may formally request that a specific topic be discussed, providing the request is made in writing a minimum of ~~ten~~ five (5) ~~working~~ days prior to the scheduled meeting. Unless otherwise required by law or unless otherwise agreed to elsewhere in this agreement there shall be no obligation on the part of the University or the F.O.P. to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.

7.3: Aggregate leave of up to fourteen (14) days each year shall be granted to no more than four (4) duly elected delegates of the Youngstown State University Chapter of the F.O.P. to attend the F.O.P.'s conventions, functions, and meetings, provided that only two (2) bargaining unit members may use this leave at the same time. This means one member of the bargaining unit at eight (8) days, or two members of the bargaining unit at four (4) days. A minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Leave for this purpose shall be paid leave and considered in active pay status.

7.4: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The Union will receive a copy of the annual budget, agendas and minutes of the meetings of the Board of Trustees, quarterly report of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board at the time of filing and communications distributed generally to classified bargaining unit members of the University. F.O.P. will provide the University with copies of written communications distributed to the general membership of the bargaining unit. ~~Each member of the bargaining unit will receive a report of his/her sick leave, compensatory time and vacation balance each pay period.~~

7.5: The University agrees to provide the Union with copies of such written work rules as are promulgated by the University in accordance with this Agreement. However, it is clearly understood by the parties that many situations are not at this time and never will be described in such written work rules. Bargaining unit employees will not be disciplined for action or conduct that is consistent with written work rules or policies.

7.6: The parties agree that physical violence, discriminatory harassment, and threats of physical violence are unacceptable in any relationship between employees of the University. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond step 3; this means that grievances of this nature may not be submitted to arbitration.

7.7: Any bargaining unit member who leaves the department will lose seniority in the bargaining unit on a time-for-time basis.

ARTICLE 8 ~~RETAINED~~ MANAGEMENT RIGHTS

The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These retained rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code 3356. These retained rights include but are not necessarily limited to those rights commonly known as management rights, which are delineated in Ohio Revised Code 4117. These retained rights include but are not necessarily limited to the right to:

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve the efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of the government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 9 F.O.P. RIGHTS

9.1: In addition to other rights and privileges accorded to the F.O.P. elsewhere in this Agreement, the F.O.P. shall have the rights specified in this article for activities related to the administration of this Agreement and the members of the bargaining unit defined herein.

9.2: Duly authorized representatives of the F.O.P. shall have access to the University premises for the purpose of transacting official F.O.P. business consistent with the Agreement, providing this shall not interfere with or disrupt the normal conduct of University affairs.

9.3: The F.O.P. shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups, e.g., the YSU-OEA.

9.4: The F.O.P. shall be permitted exclusive use of one (1) University bulletin board and one (1) storage locker in the YSU Police Department, and reasonable access to mailboxes and mail service for communication with members of the bargaining unit.

9.5: The F.O.P. shall have the right to utilize the University printing/reproduction services for the duplication of printed matter on the same basis as other employee organizations, provided the University is paid for such duplication. The F.O.P. shall have the use of a mailbox located in Postal Service, at no cost to the F.O.P. These privileges shall be available only for activities directly related to F.O.P.'s role as exclusive representative. Abuse of these privileges shall be grounds for termination of the privileges.

9.6: Copies of this Agreement shall be [posted in electronic format on the University's Human Resources webpage for download in a printable PDF format.](#) ~~printed at the shared expense of the University and the F.O.P. and distributed to each member of the bargaining unit.~~ The University shall provide the F.O.P. with ~~an additional~~ ten (10) copies [of this Agreement.](#) ~~The University will~~

~~post a copy of the Agreement on the Human Resources website.~~ The F.O.P. may purchase additional copies at its own expense for the cost of production.

9.7: The University shall recognize the FOP OLC associates for each bargaining unit group as the Union stewards designated by the Union. Stewards shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 6 ("Grievance Procedure"). The Union shall inform the University in writing of those employees designated as stewards prior to the University's recognition of those persons as stewards. The Union will notify the University promptly of changes in the list of stewards.

9.8: Union stewards recognized in Section 9.7, shall be permitted up to one and one-half (1.5) steward-hours each week to investigate grievances during the paid working hours of the stewards. The one and one-half (1.5) hours shall apply to all recognized stewards, that is, one (1) steward at one and one-half (1.5) hours or two (2) stewards at seventy-five hundredths (.75) hour, etc. The steward-hours, if unused in a given week(s), may accumulate to a maximum of five (5). The Union agrees that this time will be devoted exclusively to a good faith effort to resolve labor management problems arising from the provisions of this Agreement, and will not be abused. Advance permission must be granted by the steward's supervisor and by the chief steward or Union president prior to investigation of a grievance during paid hours. If a steward leaves ~~their~~^{his/her} work area to investigate a grievance in another work area, the steward will also secure the permission of the supervisor in the grievant's area before talking to the grievant. The University agrees that permission to investigate a grievance will not be denied unreasonably. No individual steward may devote more than six (6) hours of paid time to grievance investigation during a given week without the permission of the University. The Union will advise the University in writing once each month of the activities of the Union stewards engaged in under the provisions of this section of the Agreement, specifying the amount of time spent by each recognized steward.

9.9 The University shall continue to provide office space in the police building to be utilized by the FOP OLC and the designated associates for assistance to members and furthering the labor relations process. Such space shall be equipped with power and be of sufficient size to allow one-on-one meetings with members and storage of labor-management-related documents and research aids.

ARTICLE 10 DUES DEDUCTION

10.1: The University agrees to deduct FOP dues from any member of the bargaining unit who signs an authorized payroll dues deduction card. Such card shall be furnished by the FOP. It is agreed by the University that either within two (2) weeks, or the next payday; whichever is later, after said card is submitted for payroll deduction of dues, that deductions for new members will be made.

During the first pay period in January and July of each year, the University shall provide the FOP/OLC with a roster of all bargaining unit employees. Additionally, should the University receive notice from a bargaining unit member wishing to cease dues deduction and withdraw from FOP/OLC membership, the University shall notify the FOP/OLC in writing within seven (7) days of this request.

All dues collected shall be paid over by the University once each month to the FOP/OLC, 222 East Town Street, Columbus, Ohio 43215-4611.

10.2: Upon proper individual authorization, the University shall administer the following payroll deductions each pay period:

- A. Up to two tax-exempt charitable organizations, including United Way;
- B. ~~U.S. Government Savings Bonds;~~
- C. ~~Tax-sheltered annuities, Individual Retirement Accounts (IRA), and IRS approved 403(b) programs;~~
- D. ~~Associated School Employees Credit Union;~~
- CE. The YSU Foundation~~Annual Fund.~~

A bargaining unit member may enroll in a tax-sheltered annuity program once a year.

10.3: The F.O.P. hereby agrees to hold the University harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the F.O.P. shall indemnify the University for any such liabilities or damages that may arise.

ARTICLE 11 NON-DISCRIMINATION

~~**11.1:**—The University and the Union reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, color, age, religion, sex, national origin, disability, sexual orientation, or identity as a disabled veteran or veteran of the Vietnam era.~~

~~**11.2:**—The University and the Union agree that neither shall discriminate against any individual on the basis of membership or non-membership in the Union or on the basis of lawful participation or refraining from participation in the activities of the Union.~~

~~**11.3:**—The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties further agree that any individual who believes that he/she has they have been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with the University Equal Opportunity Office~~Affirmative Action Officer~~, or with other appropriate agency(ies), but that such complaints shall not be processed under the provisions of Article 6 ("Grievance Procedure") of this Agreement.~~

ARTICLE 11~~2~~ HEADINGS

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

ARTICLE 12~~3~~ WORK SCHEDULES

12~~3~~.1: Each non-probationary member of the bargaining unit shall be afforded the opportunity to bid on a work schedule by seniority in the classification. The work schedule shall normally consist of eight (8) consecutive hours a day and forty (40) hours a week, consisting of five (5) consecutive eight-hour days. However, the parties may mutually agree to alternative work schedules. The actual bidding process is outlined in Section 12~~3~~.3.

12~~3~~.2: Changes in non-probationary employees' normal work schedules shall be posted in writing on a bulletin board in the department or work unit a minimum of five (5) calendar days prior to the effective date of the change, except when earlier notification is mutually agreeable to the employee and the University, and except when changes are necessitated by emergency. The announcement shall specify the duration of the schedule change. Only the President, Chief of YSU Police or ~~their~~his/her designee are authorized to declare that an emergency exists.

12~~3~~.3: The work schedule each non-probationary bargaining unit member works shall be determined by a bidding process as follows:

- A. Each job classification shall have separate bidding.
- B. Seniority by classification will determine the sequence of who bids first, second, third, etc. The member who has the greatest classification seniority will have the first bid, the member who has the 2nd greatest classification seniority will bid 2nd, etc. This procedure will prevail down to the bargaining unit member with the least amount of classification seniority who will have the final bid.
- C. The "Bid Sheet" will be posted on the F.O.P. bulletin board a minimum of four (4) weeks prior to taking effect. Within one (1) week ~~of posting~~, ~~each~~ all members ~~s~~ will sign the sheet promptly next to the open slot ~~they~~-he/she wishes to work.
- D. Employees will bid work schedules once per year in conjunction with the spring semester. The work schedule shall take effect on the first Sunday of the first week of the spring semester.
- E. The "Bid Sheet" shall state the effective dates (Starting/Ending) Shift & Hours, Days Off. ~~Each member shall receive a copy of the entire work schedule after it has been completed.~~

12~~3~~.4: The University may reassign employees from one shift to another when the University determines such action is necessary. In making such reassignments, the seniority, by classification

of the non-probationary employees involved, will govern and a non-probationary employee may reject a reassignment provided ~~he/she is~~they are senior, by classification, to another non-probationary employee in the department who is qualified to perform the necessary work. If the reassignment is undesirable to all the available non-probationary employees in the classification affected, the least senior non-probationary employee, as provided in Section ~~123.5~~, will be assigned to the shift in question.

123.5: For purposes of work schedules, seniority shall be calculated from the effective date of appointment of the employee's current period of uninterrupted service in ~~their~~his/her present classification as a member of the regular full-time classified Civil Service staff of the University. (This means that if any member of the bargaining unit has left or been separated from the employment of the University and subsequently has been reappointed to a different position in the University's classified Civil Service staff, ~~their~~his/her seniority for purposes of work schedules shall be calculated from the latest effective date of employment in ~~their~~his/her present classification as a member of the full-service classified Civil Service staff of the University.) Employee seniority lists shall be maintained by the University and will be furnished to the F.O.P. ~~during the months of October and March.~~

123.6: The University reserves the right to determine the method whereby employees' arrival at and departure from work are recorded; such methods may include time clocks, sign-in sheets, or other methods as appropriate. No employee shall sign in or clock in for another employee.

123.7: Employees who are late for work shall be docked no more than the time of tardiness. If an employee is occasionally tardy for work for a period of fifteen (15) minutes or less, the employee may request to make up the work missed on the day of tardiness at the end of ~~their~~his/her shift. Such requests will not be unreasonably denied if the make-up is practicable in terms of the operation of the department or work area. It is understood that "occasionally" means no more than twice monthly. It is also understood that abuse of this provision shall be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action.

123.8: No bargaining unit member shall work continuously for more than sixteen (16) hours, except when an emergency has been declared, as provided in Section ~~134.6~~.

ARTICLE 134 OVERTIME

134.1: Employees who are in active pay status, excluding the use of paid sick leave, for more than forty (40) hours in a given week, at the direction of the University, shall be paid overtime at one and one-half (1.5) times regular pay or, at the discretion of the employee, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. "Week" means the 168-hour period from 12:01 a.m. on Sunday through midnight at the end of the following Saturday. Compensatory time off must be taken when such time off shall not be unduly disruptive to the University's operations. The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of compensatory time. Compensatory time not taken in accordance with the preceding sentence will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a 200-hour compensatory time balance. If a 200-hour balance exists, the employee will automatically be given pay for any overtime worked.

The University shall convert to cash at the current hourly rate of the employee an amount equal to fifty percent (50%) of the employee's accumulated compensatory time balance ~~on December 31 of each year at the end of the last full pay period in December~~. The payment for the conversion shall take place on the first payday following the ~~first~~second full pay period after January 1 and such payment shall be made to the employee as part of the employee's regular paycheck. Employees may elect to convert all or part of ~~their~~his or her compensatory time balance to a payment at the employee's current hourly rate by submitting a request to the University. Such payment shall be included in the employee's regular paycheck and shall be made on the first payday following two weeks after the employee submits the request to the University.

134.2: An overtime opportunity exists when the University needs the services of one (1) or more members of the bargaining unit for more than forty (40) hours of work or active pay status, excluding the use of paid sick leave, in a given week. ~~The University will rotate overtime opportunities among members of the bargaining unit who regularly perform the duties to be performed on an overtime basis. The University will maintain a roster of overtime assignments to members of the bargaining unit, and will post the roster in the YSU Police office. Overtime shall be offered to the bargaining unit member in the job classification needed who has the least aggregate overtime credit for overtime worked or refused; provided, The University will offer overtime opportunities to available bargaining unit members in order of the aggregate overtime roster provided by the bargaining unit.~~ ~~†~~The University shall have the right in unusual circumstances to assign overtime outside the ordinary rotation. Furthermore, no employee will be eligible to work overtime for at least twenty-four (24) hours after the end of the shift for which the employee reported off sick. The University will offer all overtime details and opportunities~~that require more than one police officer~~ to full-time bargaining unit members first at a 1:1 ratio of bargaining unit members to non-bargaining unit ~~members~~employees, with the ~~oddeven~~-numbered overtime detail or opportunity being offered to the bargaining unit member. If an insufficient number of bargaining unit members accept the available number of overtime opportunities, then the University may fill those overtime opportunities with non-bargaining unit employees. When a detail is staffed by multiple bargaining unit members and involves multiple types of work assignments, bargaining unit members may select on a seniority basis the work assignments designated by the University to be performed by bargaining unit members before offering the assignment to non-bargaining employees. The parties agree that current permanent details, dormitories, courtyards and the Recreation Center are not included in this formula.

134.3: ~~The overtime roster shall roll over month to month on a continuous basis. The overtime rosters listing the bargaining unit members' aggregate hours will be updated weekly. The aggregate hours listing will not include those hours spent by a bargaining unit member while in court on behalf of the University, or while attending University disciplinary hearings. The F.O.P. bargaining unit will provide on a weekly basis an aggregate overtime roster before the end of the day Sunday. If no aggregate overtime roster is provided by the end of the day on Sunday, the previous week's aggregate overtime roster will be used until a new aggregate overtime roster is provided. The current week aggregate overtime roster may be used to fill overtime details scheduled out to Tuesday of the following week. The bargaining unit's aggregate overtime roster procedures are listed in Appendix G of this Agreement. Because the aggregate overtime roster is administered by the bargaining unit, the procedures in Appendix G are not subject to Article 6 (Grievances) of this Agreement.~~

134.4: ~~A bargaining unit member who is offered but refused an overtime opportunity shall be credited on the roster with the amount of overtime refused, subject to the following limitations and exceptions:~~

~~A. If more than one event or activity occurs simultaneously or overlaps, the employee who is absent or refused the opportunity shall be charged only with the amount of hours of the event with the shorter duration.~~

~~B. Refusal of overtime will not be credited against a bargaining unit member if the overtime offer is made within two (2) hours of the start of the overtime.~~

~~AC. When a bargaining unit member is scheduled to attend training session(s) for compensatory time only, this time shall not be considered actual overtime and not be charged to the member's total aggregate hours on the overtime roster.~~

AD. Bargaining unit members who are offered overtime, for replacement of employees due to unscheduled absences or other unanticipated events, will promptly accept or decline the opportunity. In the event a bargaining unit member's ~~residence~~ is contacted via phone and the bargaining unit member does not accept the overtime opportunity immediately, the University may move to the next eligible bargaining unit member on the overtime list.

BE. Scheduled overtime opportunities will be forwarded to the appropriate person for staffing a minimum of ~~seven-threefive (7-35)~~ days prior to the date of the event. It is agreed that there may be times when an unanticipated overtime assignment becomes available and it may not be possible to have this information forwarded by the deadline above. In all cases, copies of the Request for Police Services and Call Out Sheets will be forwarded to the President of the FOP Labor Council. Bargaining unit members who are contacted for overtime opportunities will accept or decline the overtime opportunity as quickly as possible, but in no case later than ~~twelve-six (12 6)~~ hours from the time the overtime was offered. Contact includes messages left with another party, answering machines, pagers, or cell phones. If a bargaining unit member fails to accept or decline the overtime opportunity within the time period specified above, they he/she will forfeit the overtime opportunity. ~~and be charged with a refusal on the Aggregate Overtime Roster. Copies of all completed Aggregate Overtime Rosters will be forwarded to the FOP.~~

134.5: When an employee works during hours outside of their/his/her regularly scheduled workday, and those additional hours do not abut their/his normal workday, the employee shall be paid ~~the larger of A) five (5) hours of regular pay, or B) the actual number of hours worked at a~~ minimum of four hours at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. This provision applies to appearances in court on behalf of the University.

134.6: An emergency exists when the Chief of YSU Police, President, or their/his/her designee, determine current or potential conditions on the YSU campus warrant the immediate call out or hold over of bargaining unit members is necessary for the health or safety of the University community. If an emergency occurs which results in the University having to assign members of the bargaining unit to additional duty or to modified schedules with less notification than is

specified by Section 123.2 ("Work Schedules"), the University will provide affected bargaining members with as much advance notice as is feasible, will rotate overtime opportunities among bargaining unit members to the extent feasible, and a representative of the University will meet with the F.O.P. promptly to discuss the nature of the emergency and the manner in which it was accommodated. If the YSU Police Chief or ~~their~~his designee determines that any extra detail or shift cannot be adequately staffed as a result of the inability to obtain intermittent, part-time, or full-time employees, a bargaining unit member may be required to work the assignment. These assignments will be made on a rotating basis according to least seniority. That is, the bargaining unit member with the least seniority in the classification will be required to work the first such assignment, the next least senior bargaining unit member in the classification the second such assignment, and so on. A holdover/force out roster for each classification with holdover/force out dates will be kept in Dispatch. The University agrees to give as much notice as possible for pre-scheduled shifts and events/details that require a holdover/force out. In the event of an unscheduled or short notice need for a holdover/force out for a shift or detail, the bargaining unit member with the longest time since the last holdover/force out according to the holdover/force out roster in the classification on the prior shift will be required to work. All holdover/force out notifications will be made by a supervisor in person or via telephone.

134.7: A bargaining unit member who does not want to work regular, non-emergency overtime may waive ~~their~~his/her right to the rotational opportunity to work overtime established in this Article. It is the employee's responsibility to inform the University in writing by January 31 and June 30 of each calendar year of ~~their~~his or her intent regarding this right.

134.8: Should it become apparent that the University has erred by failing to offer overtime to the qualified individual ~~with the smallest aggregate of overtime worked or refused—in the proper order given on the current aggregate overtime roster,~~ the University ~~shall have the opportunity to correct the error by granting~~ will offer the employee involved the next normal ~~opportunity for~~ overtime ~~opportunity they are available for~~ within ~~their~~his/her overtime group first.

134.9: A bargaining unit member required to work continuously for more than sixteen (16) hours in accordance with Sections 123.8 and 134.6 shall be paid at two and one-half (2.5) times regular pay for each hour exceeding sixteen (16) hours.

ARTICLE 14~~5~~ **HOLIDAYS**

145.1: The University shall observe those legal holidays established by the State of Ohio: ~~Those holidays are: the first day in January, the third Monday in January, the third Monday in February, the last Monday in May, the fourth day of July, the first Monday in September, the second Monday in October, the eleventh day of November, the fourth Thursday in November, and the twenty-fifth day of December,~~ and any other day appointed and recommended by the ~~g~~Governor of the State of Ohio or the ~~p~~President of the United States as a permanent legal holiday and not a one-time or limited occasion:-

| | |
|----------------------------------|------------------------|
| <u>1. New Year's Day</u> | <u>6. Labor Day</u> |
| <u>2. Martin Luther King Day</u> | <u>7. Columbus Day</u> |
| <u>3. President's Day</u> | <u>8. Veterans Day</u> |

| | |
|-------------------|--|
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Fourth of July | 10. Christmas Day |
| | 11. Juneteenth National Independence Day |

145.2: For purposes of pay, holidays shall be those days enumerated in Section 145.1 ~~above,~~ regardless of whether the University formally observes the holiday on that day or on another day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid leave, other than sick leave, ~~their~~his/her entire scheduled workday immediately preceding the holiday and ~~their~~his/her entire scheduled workday immediately following the holiday. The only exceptions are when the employee actually works the holiday and when the employee is on approved FMLA leave.

The method used to determine which bargaining unit members work a holiday will be determined by the classification seniority of the persons normally scheduled to work each shift on that holiday. The hours worked on a holiday will not be considered overtime. ~~and subsequently will not be added to a bargaining unit member's total aggregate hours.~~

If a bargaining unit member is not scheduled to work on a holiday, and has forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid one and one-half (1 ½) times their hourly rate of pay for the holiday on which they did not work. However, at the bargaining unit member's option ~~they~~he/she may request the hours earned be added to the bargaining unit member's total hours of Compensatory Time instead of receiving pay.

If a bargaining unit member is not scheduled to work on a holiday, and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, they shall be paid their hourly rate of pay for the holiday on which they did not work.

A member of the bargaining unit who is required to be on duty on a holiday observed by the University, as defined in Section 145.1, shall be paid an additional one and one-half (1.5) times their hourly rate of pay if the duty falls within their regular forty (40) hour work week. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

A bargaining unit member who is required to be on duty on a holiday observed by the University, as defined in Section 145.1 and has less than forty (40) hours in active pay status, excluding the use of paid sick leave, during the week in which the holiday falls, shall be paid their hourly rate of pay for the holiday on which they worked or were mandated. A bargaining unit member who is scheduled to work on a holiday and reports off sick will be required to request the use of sick leave for the time missed and will be paid their hourly rate of pay.

~~Within one (1) month following the execution of this Agreement, the Chief Human Resources Officer and the Union President will each appoint two (2) individuals to serve on a Holiday Pay committee. The purpose of the committee will be to review Article 15, to confirm that the language of Article 15 is consistent with current practice, and if not consistent with current practice, to make~~

~~recommendations to the University and the Union regarding revised language for this article. Should both parties agree with the recommendations, the University will recommend a Memorandum of Understanding (MOU) to the Board of Trustees and the Union will recommend the MOU to the bargaining unit membership to revise the language contained in Article 15. The process will be completed within seven (7) months following the execution of this Agreement. If the process is not completed within this timeframe or the parties do not reach agreement, the language of the December 13, 2018 Tentative Agreement will govern.~~

ARTICLE 156 EVALUATIONS

156.1: An employee shall have ~~their~~his/her performance officially rated or evaluated by the Chief of the YSU Police or ~~his/her~~their designee once during the first half of the probationary period ~~through a progress check-in~~, once ~~at the end~~during the second half of the probationary period, and at least once each year thereafter. The performance evaluation ~~process form to be used in evaluation appears as Appendix G to this Agreement~~ is an on-line process with the evaluation form available in the electronic system for the benefit of both and the supervisor and bargaining unit member. The form to be used in evaluations appears in Appendix B.G.

156.2: When an evaluator has completed an evaluation, ~~he/she~~they will meet with the employee during working hours to review and discuss the evaluation; to answer questions concerning the evaluation and to clarify it; and to provide such information as is available and relevant to the evaluation. (If work records in the department are utilized in preparing the evaluation, the employee will have an opportunity to review those records.)

156.3: The employee shall ~~receive and acknowledge~~sign the evaluation via the on-line ~~system~~sign the evaluation form. The employee's ~~acknowledgement~~signature shall certify that ~~he/she~~they has ~~ve~~ reviewed the evaluation, but will not necessarily indicate agreement with it. ~~The YSU Police Department will provide the employee with a copy of the evaluation. The completed original evaluation will be inserted in the official personnel file electronically stored.~~

156.4: An employee who believes that the procedural requirements of this Article have not been met, or who believes that the information upon which an evaluation was based was improper (i.e., erroneous, incomplete, untimely, or irrelevant), may file a grievance under the provisions of Article 6 ("Grievance Procedure"). Such grievance may be processed through step 3 of the grievance procedure. However, grievances over evaluations shall not be arbitrable. If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will nullify the evaluation and direct that it be redone. If an employee disagrees with the judgment of the evaluator, the employee may electronically 1) so note on the evaluation form; and/or 2) so note, with comments in the "Employee's Comments" section of the form; ~~and/or 3) forward to the Chief Human Resources Officer, or his/her designee, within thirty (30) days following the insertion of the evaluation into the personnel file, a written statement expressing disagreement with the evaluation. Comments forwarded to the Chief Human Resources Officer, or his/her designee, under this provision will be appended to the evaluation form in the personnel file.~~

ARTICLE 167
STANDARDS OF PROFICIENCY

167.1: Members of the bargaining unit who are sworn police officers shall meet and maintain reasonable standards of proficiency and fitness for office. The University will make a reasonable effort to assist sworn police officers in maintaining standards of proficiency.

167.2: The failure of a bargaining unit member to meet minimum standards in the areas listed herein shall be grounds for disciplinary action which may include: reduction of classification, transfer to another existing department in the University for which the individual possesses the qualification, or possible separation from the University.

167.3: Each sworn officer shall maintain certification by the Ohio Peace Officer Training Council in conformity with Ohio law.

167.4: Each sworn officer shall annually demonstrate ~~their~~his/her proficiency with the firearm ~~they are~~he/she is directed to carry by meeting the standards provided in Appendix ~~CH~~, YSU/F.O.P. Standards of Proficiency: Firearms.

167.5: Each sworn officer may be required by the University to receive a physical examination from ~~their~~his/her personal physician. The employee's personal physician will complete and return to the University a medical form which appears as Appendix ~~DI~~ to this Agreement. The form will be classified as "Confidential" and, if appropriate, will be made available to a health education expert designated by the University who will consult with the officer and recommend a voluntary, individualized fitness program based on age, sex and present condition. The officer shall utilize ~~their~~his/her insurance plan from the University which provides for an annual examination to cover the cost of such exam. If any costs of the exam are not covered by the officer's insurance coverage, the expense will be paid by the University. If the University wishes to have its designated physician also conduct an examination of the officer, the University shall be responsible for the entire cost of such exam. The physical examinations will not include any testing for sexually transmitted diseases.

ARTICLE 178
PERSONNEL FILES

178.1: An official personnel file shall be maintained in the ~~e~~Office of ~~the Chief~~ Human Resources ~~Officer or his/her designee~~ for each member of the bargaining unit. Personnel files are maintained and access provided to them in accordance with law, including Ohio Revised Code 1347 (Personal Information Systems).

178.2: Each employee shall have access to ~~their~~his/her official personnel file by appointment and at reasonable times. The University will also grant access to an employee's official personnel file to the employee's designated representative, upon written authorization of access by the employee.

178.3: An employee who has reason to believe that there are inaccuracies in materials contained in ~~his/her~~their personnel file shall have the right to submit a memorandum to the Chief Human Resources Officer or ~~his/her~~their designee requesting that the documents in question be reviewed to determine their appropriateness in the personnel file.

178.4: The University shall promptly review requests received under the provisions of Section 18.3. If the University concludes that the material is inappropriate for retention in the employee's personnel file, the material shall be removed and the employee so informed. If the University concludes that the material is appropriate for retention in the file, the University shall so inform the employee; in this event the employee shall have the right to submit a written statement noting ~~his/her~~their objections to the material in question, and the Chief Human Resources Officer or ~~his/her~~their designee shall attach the employee's statement to the material objected to and shall include a note in the personnel file indicating that any person reviewing the original material should also review the employee's objections to the material.

178.5: An employee shall be given by campus email a copy of any document which is to be placed in ~~their~~~~his/her~~ personnel file but which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual.

178.6: Materials related to disciplinary action shall be removed from the individual's personnel file upon ~~his/hery~~their written request, providing thirty-six (36) months have transpired since the insertion of the material into the employee's file without intervening occurrences of disciplinary action. Material removed under the provisions of this section will not subsequently be used in any disciplinary or termination hearings.

178.7: Job evaluations shall be removed, at the request of the employee, provided the evaluations have been on file for at least five (5) years.

ARTICLE 189 VACATION

189.1: Each member of the bargaining unit will earn annual vacation leave according to ~~his/her~~their number of years of service with the University. Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as their total Reserve Duty and National Guard Units as delineated on the employee(s) Department of Defense (DD) 214 or Certificate of Release or Discharge from Active Duty, rounded to the nearest full year. If less than six months of service as noted above, ~~they~~~~he/she~~ will be credited with the actual amount of service.

However, any bargaining unit member who had been earning vacation leave prior to July 1, 2012 according to ~~their~~~~his/her~~ years of service with the University and the State of Ohio's political subdivisions will continue to earn vacation based upon the combined service time. Vacation accrual shall be credited as follows:

| YEARS OF SERVICE | ANNUAL ACCRUAL | PER PAY |
|---------------------|----------------|---------|
| Less than 1 | None | 0 |
| 1 but less than 7 | 10 days | 3.1 |
| 7 but less than 13 | 15 days | 4.6 |
| 13 but less than 22 | 20 days | 6.2 |
| 22 but less than 25 | 25 days | 7.7 |
| 25 or more | 30 days* | 9.2 |

* Applies only to bargaining unit members who accrued ~~or will accrue~~ vacation at this annual rate on or before June 30, 2018.

An employee must be in active pay status at least eighty (80) hours in a pay period in order to accrue the total designated vacation hours for that pay period. Vacation leave may accumulate to a maximum of that earned in two (2) years of service. Vacation in excess of this maximum is eliminated from the employee's vacation leave balance.

189.2: Short Notice Vacation Selection: An employee may request to use vacation time that has not been selected during the annual selection period. Such selections shall be made and granted on first requested, first granted basis. ~~In the event of a conflict, department seniority shall govern the selection.~~ Unless there are exigent circumstances (to be determined by the Chief and/or the Lieutenants) employee must give fourteen (14) days' notice for short-term vacation requests, and the Employer will return requests ~~fourteen (14)~~ ~~seven (7)~~ days ~~after~~ ~~prior to the~~ date ~~when the request~~ ~~ed has been submitted~~. However, nothing shall prohibit the granting of requests not made in 14 days by the Employer if scheduling/staffing is adequate.

189.3: ~~Employees going on vacation should submit a signed "Request for Leave" form two (2) weeks prior to the beginning of the vacation period. When a bargaining unit member is requesting vacation not previously approved, the University will respond to the request in a reasonable amount of time.~~ A bargaining unit member who is hospitalized while on vacation may convert the period of hospitalization from vacation to sick leave by providing the University with documentation of hospitalization upon ~~their~~ ~~his/her~~ return. If a member of ~~their~~ ~~his/her~~ immediate family dies while a bargaining unit member is on vacation and if the bargaining unit member attends the funeral, up to four (4) days of vacation may be converted to bereavement leave in accordance with Article ~~19~~ ~~20~~ H by providing the University with documentation of the death in the family.

189.4: The parties agree that the University retains the right to reschedule vacations in the event of serious and unanticipated problems. Should rescheduling of a vacation be necessary, the employee shall be so informed by the principal administrative officer before doing so and an effort will be made to make alternative arrangements to permit the bargaining unit member to take the vacation as scheduled.

189.5: An employee may be paid in advance of the regular payday for an approved scheduled vacation, providing the employee submits a request in writing on a University provided form a minimum of fifteen days prior to the effective date of the vacation. ~~An employee going on vacation may be paid for the vacation period in advance of the regular payday on which they/he/she would normally be paid for the vacation period, providing the employee has submitted the request in writing on a form to be provided by the University a minimum of fifteen (15) days prior to the effective date of the vacation.~~ Advance vacation pay ~~shall be~~ is only available to an employee for a minimum period of one (1) week of vacation and only twice during any calendar year. The advance pay will be available to the employee at the Payroll Office at the end of the employee's last working day prior to going on vacation. The advance vacation pay will be deducted from the subsequent paycheck(s) on which the employee would have received pay for the vacation period if the employee had not chosen advance vacation pay.

~~189.6: The Chief or his or her~~their ~~designee shall post a calendar whereby the employee(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. Absent unusual circumstances, the Chief or his or her~~their ~~designee shall not change the system later than October 15 of any year for vacation scheduling in the following year.~~ The Chief or ~~his or her~~their designee shall specify in writing those times in the year, if any, where it is not desirable from an operational standpoint for staff to take vacation. There will be two separate vacation deadlines for annual vacation bidding. The first shall be November 15. This period will be used to sign up for full-week increments of vacation. The second will be November 30. This will be used to sign up for other increments of vacation not to exceed ten (10) increments of vacation in any year. Prior to scheduling any vacation, the employee shall have the vacation time available in their~~his/her~~ vacation balance. Once vacation has been approved, it shall be the obligation of the employee to take the vacation. The system shall provide that the employee with the greatest seniority in the classification shall have first choice of vacation time; the employee with the second greatest classification seniority shall have second choice, etc. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to the two vacation periods listed above or who subsequently desire to change their scheduled vacation. Vacation schedules may subsequently be changed when mutually agreed to by the employee and the department head. Vacation requests submitted during the annual bid period will either be granted or denied and returned no later than January 31. All other vacation requests will be subject to Section ~~189~~18.2 of this agreement.

189.7: Once a department vacation schedule has been developed for the office, the schedule will be posted in the department.

18.8: Requests for Leave Procedures: If a leave request is submitted and there is adequate staffing for that shift at the time the leave request is submitted the leave request will be approved and the bargaining unit member who requested the leave will be notified/leave request returned within seven days. If the request is for vacation leave made during annual vacation bidding periods, the leave will be granted by seniority. Any other requests for leaves regardless of type will be granted on a first requested, first granted basis.

If there is not adequate staffing at the time the leave request is submitted on a shift that a bargaining unit member is requesting leave, the leave will not be approved until the shift is adequately staffed.

If at any time after a leave request is submitted staffing becomes adequate, then the leave would be granted and the bargaining unit member who requested the leave will be notified and have the leave request returned within seven (7) days.

ARTICLE 1920 **LEAVES**

SUB ARTICLE 1920 A **DEFINITIONS AND GENERAL REQUIREMENTS**

For purposes of Sub Article 1920 B, Sub Article 1920 C, Sub Article 1920 D, Section 1920 E.1, Section 1920 E.2, Section 1920 F.1, Sub Article 1920 G and Sub Article 1920 H, the following definitions shall apply:

A. Child: biological, adopted, foster, stepchild, ward, or child of person standing in loco –parentis

until the end of the month where said child turns 26 or older if incapable of self-care due to disability.

- B. Eligible bargaining unit member:** a bargaining unit member with at least one year of service who has worked at least 1,250 hours in the previous twelve (12) months.
- C. Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, spouse's grandparents, brothers, sisters, brothers-in-law, sisters-in-law, legal guardian, ~~or any person who stands in place of a parent (in loco parentis).~~
- D. Parent:** biological father or mother, adoptive parents, step parents or foster parents, -or person in loco parentis when employee was a child.
- E. Serious health condition:** an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.
- F. Third medical opinion:** a medical opinion that is provided when there is a conflict between the first medical opinion provided by the employee's medical provider and the second medical opinion provided by the employer's medical examiner. The persons providing the first two medical opinions shall select the person to provide the third medical opinion.

Upon the request of the University, an employee on an approved leave under Sub-Articles 1920 C, 1920 D, 1920 G, 1920 I and any administrative leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.

SUB ARTICLE ~~1920~~ B SICK LEAVE

~~1920~~ B.1: Sick leave is authorized absence with pay due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and visits to or treatment by medical providers that cannot be scheduled outside of the employee's normal working hours. If an employee is absent for three (3) consecutive work days or more for one of the above reasons ~~they~~he or she shall be required to provide certification from a physician that the employee was under the care of a physician and is fit to return to duty. Sick leave is also authorized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member; a physicians' certification of the illness of the family member may be required if professional medical attention is required. Such certification shall be required if the bargaining unit member is absent for more than three (3) consecutive workdays. Such certification shall be submitted to the Chief Human Resources Officer or ~~their~~his/her designee.

~~1920~~ B.2: Retroactive to the first full pay period after the effective date of this Agreement, each member of the bargaining unit will earn sick leave at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service. Sick leave is cumulative without limit.

~~1920~~ B.3: Sick leave may be used during any period of time when an employee is on ~~their~~his/her regularly scheduled forty (40) hour weekly work shift. Employees shall report all uses of sick

leave on the "Application for Leave" form within three (3) working days following the individual's return to work; sick leave shall be reported also on the employee's bi-weekly time record. Failure to report sick leave may result in disapproval of the sick leave.

1920 B.4: When an employee learns that theyhe/she must use sick leave, the employee shall promptly notify the supervisor on duty, indicating the need for and probable duration of the sick leave as early as possible but no later than two (2) hours before the employee is scheduled to begin work. The employee must similarly report off each successive day of absence unless the employee has specified a specific period of absence or has provided documentation which establishes the need for an extended absence and specifies an estimated date for return to work.

1920 B.5: When an employee uses sick leave to visit a doctor, dentist or other medical provider, theyhe/she shall provide written verification of the visit. The employee shall, whenever possible, inform the department head one (1) week in advance of such scheduled appointments of the employee and of immediate family members when the employee's presence at the appointment is reasonably necessary.

1920 B.6: To the extent permitted by law, where the University reasonably believes an employee is abusing sick leave and the University notifies the bargaining unit member of such belief, theyhe/she may be required to furnish a certificate from a licensed physician for any subsequent absences. Any bargaining unit member abusing sick leave and/or showing a pattern of abuse shall be subject to disciplinary action in accordance with Article 20+.

1. Disciplinary action, including removal, may be taken by the University against any employee who falsifies documents relating to the application for sick leave. Such action may also be taken against any employee who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
2. Pattern Abuse: The following types or patterns of absence shall constitute pattern abuse: before and/or after holidays; Fridays/Mondays; absence following overtime worked; continued pattern of maintaining zero or near zero leave balances. If an employee uses sick leave in a clear pattern, per examples noted above, the Chief Human Resources Officer or theirhis/her designee may reasonably suspect pattern abuse. If it is suspected, the Chief Human Resources Officer or theirhis/her designee will notify the employee in writing detailing the reason(s) that pattern abuse is suspected. The notice will also invite the employee to explain, rebut, or refute the pattern abuse claim. Use of sick leave for valid reasons shall not be considered for pattern abuse. Patterns of abuse will be kept in the time frame of the previous twelve (12) months from the date of notification. Any action taken by the University will not be arbitrary, capricious, or discriminatory in nature in all instances.

1920 B.7: To the extent consistent with, or permitted by, federal or state law, an employee who is on sick leave not concurrently covered by the Family and Medical Leave Act (FMLA) shall be required to provide to the Chief Human Resources Officer certification from the employee's personal physician that they arehe/she is able to perform the assigned duties of theirhis/her position prior to theirhis/her return to duty. An employee must give the University not less than three (3) days' notice of theirhis/her availability to return to work following an extended absence unless a shorter period is mutually agreeable.

1920 B.8: To the extent consistent with, or permitted by, federal or state law, the University may require an employee who is not otherwise taking leave covered by the FMLA to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal physician or psychologist shall be given due professional consideration.

1920 B.9: The University and the F.O.P. agree to the general principle that sick leave is provided to protect the income of the employee who suffers an occasional and prolonged illness or injury. The parties agree further that each employee should make a reasonable effort to build and maintain as large a sick leave balance as possible, as a form of income protection during situations involving major health problems.

1920 B.10: An employee who transfers from this department to another department of the University shall be allowed to transfer ~~their~~his/her accumulated sick leave to the new department.

1920 B.11: A bargaining unit member appointed during the term of this Agreement who has been employed by the State of Ohio or any political subdivision of the State of Ohio within ten (10) years prior to the effective date of ~~their~~his/her appointment by the University, may transfer to the University up to 260 hours of accrued but unused sick leave upon certification of sick leave balance by ~~their~~his/her former employer.

1920 B.12: Sick Leave Bonus: The University desires an incentive for employees not to abuse sick leave. Therefore, for each quarter of the year in which an employee does not use ~~their~~his/her sick leave, ~~they~~he/she will be entitled to a bonus of four (4) hours pay at ~~their~~his-~~or~~her regular hourly rate of pay for each year of this agreement:

ABSENCE ON SICK LEAVE

| | |
|--------------------------|---------|
| January through March | 4 hours |
| April through June | 4 hours |
| July through September | 4 hours |
| October through December | 4 hours |

If an employee has not met the above goals due to FMLA leave, then payment of the incentive will be denied.

Employees shall maintain a minimum balance of ~~eighty-fourty~~ (80-40) hours of accrued sick leave. Newly appointed members of the bargaining unit shall have eighteen months from the date of hire to accrue this ~~eighty-fourty~~(80-40) hour limit. Any employee without such accumulation shall be required to submit a signed medical practitioner's statement in order to receive sick leave payment.

SUB ARTICLE ~~1920~~ C LEAVE WITHOUT PAY

With the approval of the Chief Human Resources Officer or designee, an eligible bargaining unit member may be granted leave without pay in the categories specified below. Where applicable, such leave shall run concurrently with FMLA leave until FMLA leave has been exhausted. Leave requests for leave without pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of leave, or at the earliest feasible time. Serious consideration will be given to all requests. A bargaining unit member's seniority will continue to accrue while on all leaves in Sub Article ~~1920~~ C and Sub Article ~~1920~~ D.

- A. Personal:** A bargaining unit member may request leave without pay for personal reasons for any period up to six (6) months.
- B. Educational:** A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to ~~their~~~~his/her~~ position in the YSU Police Department may be granted leave without pay for a period of up to two (2) years when the University concurs that the proposed leave activities will benefit the University as well as the employee. An employee on leave of this type may be returned to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the employee. The University may cancel the leave and direct the employee to return to active pay status if it is learned that the leave is not being used for the purpose for which it was granted: in this case the employee will be so notified in writing. A bargaining unit member taking educational leave without pay may maintain ~~their~~~~his/her~~ insurance coverage by paying the group rate to the University.
- C. Employee Medical:** A bargaining unit member whose absence due to a serious illness or injury exceeds ~~their~~~~his/her~~ accrued sick leave and ~~he/she is~~ they are not eligible to receive FMLA leave may be granted employee medical leave without pay for up to twelve (12) weeks less any accrued sick, vacation or personal leave used, unless otherwise required by law. The University may require medical certification and/or a second or third opinion to support a leave of this type. When a bargaining unit member uses employee medical leave without pay to receive inpatient or outpatient treatment from a medical provider, or to visit a doctor, dentist or other medical provider, they~~he/she~~ shall provide to the Chief Human Resources Officer, or ~~their~~~~his/her~~ designee, written verification of the visit in order for the employee medical leave without pay to be approved. Whenever possible, the bargaining unit member will inform the department head one (1) week in advance of such scheduled visits. If the University receives within the period of either FMLA leave or employee medical leave without pay medical evidence from its physician and/or the bargaining unit member's physician which indicates that the bargaining unit member is expected to be able to substantially and materially perform ~~their~~~~his/her~~ duties by a specified date that is no later than one (1) year from the last day on the job, a request for an extension of medical leave without pay will be considered. A bargaining unit member taking employee medical leave without pay may maintain ~~their~~~~his/her~~ insurance coverage by paying the group rate to the University.
- D. Worker's Compensation:** A bargaining unit members who suffers a work-related injury or occupational illness covered by workers' compensation that requires absence from work

must use paid sick leave until the employee receives temporary total or permanent total disability workers' compensation benefits. In accordance with University policy, An eligible bargaining unit member who ~~chooses to receive temporary or permanent total disability~~ compensation benefits from the Bureau of Worker's Compensation instead of using sick leave will be considered to be on, ~~and will have those benefits run concurrently with, either FMLA leave, if eligible, or~~ a medical leave without pay as specified in Section 1920 C. Employee Medical. Bargaining unit members governed by this section shall receive all of the fringe benefits granted to those not on leave, provided that any non-self-insured coverage obtained from an outside carrier for which the university and/or the employee pay premiums to that outside carrier permits coverage for persons who are not in active pay status. A bargaining unit member while on leave without pay for a Worker's Compensation claim may request a payout for all or a portion of ~~their~~his/her accumulated compensatory time. Requests for payout of compensatory time will be approved. A bargaining unit member who receives sick, vacation, personal or other paid leave benefits during the period preceding the receipt of temporary or permanent total disability benefits must reimburse the University for any paid time off that also is covered by temporary or permanent total disability benefits. ~~A bargaining unit member upon returning to work from leave without pay for a Worker's Compensation claim, may request a cash payment for the period beginning when leave without pay commences and ending with the arrival of the first Worker's Compensation check. The payout may be charged to accumulated vacation time. The payout will be approved provided the bargaining unit member has sufficient vacation time to cover the cost of the payout.~~

SUB ARTICLE 1920 D MATERNITY, PARENTAL AND CHILD CARE LEAVE

Maternity Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for maternity leave. Maternity Leave will run concurrently with FMLA. Leave requests for Maternity Leave shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Maternity Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Maternity Leave.

Maternity Leave will consist of a period of paid leave for up to six (6) workweeks or two hundred forty (240) hours following the birth or adoption of a child. This paid leave program is available to birth mothers for recovery from childbirth and to care for and bond with a newborn child. Maternity Leave is to be used in one (1) consecutive block and not intermittently.

Parental Leave: With the approval of the Chief Human Resources Officer, an eligible bargaining unit member may be granted leave with pay for parental leave. This benefit runs concurrently with FMLA, and consecutively after Maternity Leave. Leave requests for leave with pay shall be submitted on a form provided by the University a minimum of one (1) month prior to the requested effective date of Parental Leave, or at the earliest feasible time, and accompanied by a certificate/note from the attending physician. Serious consideration will be given to all requests. A bargaining unit member's seniority shall continue to accrue during Parental Leave.

Parental Leave will consist of a period of paid leave for up to three (3) workweeks or one hundred twenty (120) hours of paid leave for a biological father, or adoptive parent to care for and bond with a newborn or newly adopted child. Parental Leave is to be used in one (1) consecutive block and not intermittently.

Adoption Expense Payment: Adoption Expense Payment means the payment of two thousand dollars (\$2,000.00) in taxable income (i.e., subject to regular payroll deductions) for adoption expenses. Such payment may be requested upon approval of the adoption. If an employee elects to receive the Adoption Expense Payment they will not receive Maternity and Parental Leave.

Child Care Leave:

1. Biological Mother - Once a bargaining unit member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
2. Biological Father - A male bargaining unit member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
3. Adoptive Parents - A bargaining unit member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care. Child Care Leave is to be used in one (1) consecutive block and not intermittently. Any Maternity or Parental Leave taken will be deducted from the six (6) month time period. Child Care Leave will run consecutively after Parental Leave. Additionally, any available FMLA will run concurrently with Child Care Leave.
4. Application for Child Care Leave shall be in writing to the Chief Human Resources Officer or [their/his/her](#) designee not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for Child Care Leave by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of child care leave related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery. In such cases where the expected delivery changes or complications arise, the thirty (30) day requirement will be waived.
5. During the period of Child Care Leave, the bargaining unit member will be deemed to be relieved temporarily of [their/his/her](#) duties.
6. A bargaining unit member taking employee Child Care Leave without pay may maintain [their/his/her](#) insurance coverage by paying the group rate to the University.

Maternity, Parental and Child Care Leave Procedures:

1. Maternity and Parental Leave shall be used prior to using sick or vacation leave which may be used to extend the period of paid leave. Sick or vacation leave will run concurrently with any available FMLA, or Child Care Leave.
2. Only one Maternity and/or Parental Leave benefit is available per employee, per birth or adoption event. The number of children born or adopted during the same event does not increase the length of the paid leave, i.e., multiple births.
3. This paid leave benefit is based upon 100% FTE and is prorated in accordance with the employee's percentage of FTE status.
4. This policy applies only to employees who have completed at least one (1) year of service prior to the date that Maternity or Parental Leave is to commence. Employees who attain one (1) year of service while on leave for the purpose of a birth or adoption of a child will be eligible for a pro-rated portion of the Maternity and/or Parental Leave.
5. Employees on Maternity or Parental Leave continue to receive all employer-paid benefits and continue to accrue all other forms of paid leave. However, employees on Maternity or Parental Leave are ineligible to receive overtime pay, nor may these paid leaves be used in calculating overtime pay.
6. Employees on Maternity or Parental Leave are ineligible to receive holiday pay. A holiday occurring during the leave period shall be counted as one day of Maternity or Parental Leave and be paid as such.

SUB ARTICLE ~~1920~~ E OTHER LEAVES

1920 E.1: Training Leave: A bargaining unit member who is directed by the University to engage in specified training or education as a condition of continued employment shall be maintained in a regular pay status for the period of such actual training.

1920 E.2: Legal Leave: Bargaining unit members shall be granted court or jury duty with pay when subpoenaed for any court or jury duty by the United States, State of Ohio, or a political subdivision including hearings held by Worker's Compensation, Unemployment Compensation and the State Personnel Board of Review, unless such duty is performed outside of the bargaining unit member's normal working hours. Evidence in the form of subpoena or other written notification shall be presented to the bargaining unit member's immediate supervisor as far in advance as possible. Bargaining unit members may retain any money received as compensation or expense reimbursement for jury duty or court attendance compelled by subpoena. ~~All compensation in excess of fifteen dollars (\$15) per day (excluding travel allowance) received from a court or other judicial or quasi-judicial body shall be deposited with the Youngstown State University Student Accounts and University Receivables Office.~~ However, no bargaining unit member will be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the bargaining unit member's personal matters, such as traffic court,

divorce proceedings, custody appearance(s) as directed with a juvenile, etc. These absences shall be leave without pay or vacation.

1920 E.3: Military Leave: Eligible bargaining unit members shall be entitled to receive military leave under the federal and Ohio Uniformed Services Employment and Re-employment Rights Act (USERRA) to fulfill short-term (i.e., 31 consecutive calendar days or less) and extended (i.e., more than 31 consecutive calendar days) duty obligations and to obtain reinstatement after completing such service obligations.

1920 E.4: FMLA Leave: FMLA leave shall run concurrently with any paid leave of absence available to a bargaining unit member for care and treatment of such serious health condition unless otherwise specified by this Article. Eligible bargaining unit members shall be entitled to receive leave under the Family and Medical Leave Act (FMLA) to receive care for: (a) birth of a child and to care for the newborn child; (b) placement with the bargaining unit of a child for adoption or foster care; (c) a bargaining unit member's own serious health condition (including pregnancy) or to care for the bargaining unit member's child, spouse, or parent with a serious health condition; (d) qualifying exigency arising out of the fact that the bargaining unit member's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation; (e) or care for a covered service member with a serious injury or illness if the bargaining unit member is the spouse, child, parent, or next of kin of the service member. Sick, [vacation and personal](#) leave must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

SUB ARTICLE 1920 F PERSONAL LEAVE

1920 F.1

- A. ~~Each fiscal year Effective the first full pay period in January 2019 (January 6, 2019 through January 19, 2019),~~ bargaining unit members may convert up to four (4) days of accrued but unused sick leave per fiscal year to personal leave. Personal leave may be used at the employee's discretion, subject to the University's operational needs, ~~with seven (7) days minimum notice to the University.~~ Personal leave must be taken in a minimum increment of four (4) hours. [The procedures for requesting of short-notice vacation in Article 18.8 will also be applied to requests for use of personal leave.](#) Personal leave shall not be scheduled for those days or weeks for which vacation time is not permitted.
- B. At the University's discretion, the use of personal time for family emergency, unforeseen family obligations, or similar emergency situations may be requested with notice of less than seven (7) days and such requests shall not unreasonably be denied.
- C. ~~Prior to this agreement, bargaining unit employees were given personal days. Any unused personal balances on hand as of December 22, 2018 will be converted to sick leave during the last full pay period of calendar year 2018 (December 23, 2018 through January 5, 2019).~~

**SUB ARTICLE 1920 G
DISABILITY SEPARATION AND DISABILITY RETIREMENT**

1920 G.1: Disability Separation: The University may require an employee to undergo an examination, conducted by a licensed physician or licensed psychologist designated by the University, to determine the employee's physical or mental capabilities to continue to perform the duties of the position which the employee holds. The University shall pay the cost of such examination. If the employee's personal physician or psychologist differs from the University's designated physician or psychologist, the opinion of the employee's personal or physician or psychologist shall be given due professional consideration. If after review of the opinion of the employee's personal physician or psychologist, the University has substantial credible medical evidence that the employee is incapable of performing the essential job duties of the employee's position, the employee may be disability separated in accordance with the provisions of the Ohio Revised and Administrative Codes.

1920 G.2: Disability Retirement: A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of the Ohio Public Employees Retirement System.

~~**20 G.23: Upon the request of the University, an employee on an approved leave, paid or unpaid, must turn in all badges, weapons, radio, keys and other University property for the duration of the leave.**~~

**SUB ARTICLE 1920 H
BEREAVEMENT LEAVE**

Four (4) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of a member of ~~their~~his/her immediate family as defined in the definition section of this Article. Bereavement leave will also be granted in the case of a stillbirth condition. ~~Bereaveent~~Bereavement leave shall be taken to attend to any immediate post-death matter and/or to prepare for or attend a funeral unless otherwise approved for good cause shown.

If the death is the employee's aunt or uncle the employee is entitled to one (1) day of bereavement leave at the total rate of pay.

The University may grant additional use of sick, personal days or vacation leave or leave without pay to extend the bereavement leave. The leave and the extension may be subject to verification.

**SUB ARTICLE 1920 I
INJURED ON DUTY LEAVE**

~~**A. If an employee suffers a duty-related injury under the circumstances listed below, the employee shall be entitled to a duty related injury leave, and shall receive full compensation from the University as if the employee was working, for up to ninety (90) calendar days. The 90-calendar day timeframe may be extended per the sole discretion of the University upon request from the employee. Employees will be eligible for duty-related injury leave when the injury is a direct result of:**~~ An employee who is injured at

work must apply for Workers' Compensation coverage, and will exercise Injured-on-Duty (IOD) rights as set forth below. If an employee is off work for eight (8) or more days because of an injury immediately following the incident that caused the injury, the employee shall receive IOD leave from the date of injury. The employee shall be paid for all days immediately following the date of injury up to ninety (90) consecutive days until temporary total disability benefits are received. The 90-day calendar timeframe may be extended per the sole discretion of the University upon request from the employee. There shall be no loss of benefit provided by the University during the leave, except that the employee shall reimburse the University for all IOD leave benefits for the same time period covered by the temporary total disability benefits. The University will notify the Union of the placement of any bargaining unit member on IOD leave. An employee who is eligible to receive IOD leave under this Sub-Article shall be entitled to use IOD leave following the time period covered by temporary total disability benefits for ongoing medical care related to the injury covered by IOD leave.

B. To be eligible for IOD benefits, the employee, when injured, must:

- a. Submit a signed incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts surrounding the injury, and any other information supporting granting of IOD leave;
- b. Suffer an injury allowed by the Ohio Bureau of Workers' Compensation;
- c. Furnish the University with a signed medical authorization for the claimed injury for the release of medical records;
- d. Suffer lost time from employment for a period of eight (8) or more consecutive days immediately following the injury and be eligible to receive temporary total disability benefits from the Ohio Bureau of Workers' Compensation;
- e. Assist the University in obtaining medical certification from the employee's physician of record specifying the extent of injury, the recommended treatment, the employee's inability to return to work because of the injury, and an estimated date of return; and

a.f. Have an injury that is a direct result of:

- an automobile accident occurring during the course of duties;
- a fight, effecting an arrest or controlling a domestic violence situation, or during a SWAT team call-out for any critical incident;
- the use of a firearm, knife, chemical agent, impact weapon, or other dangerous weapon;
- an injury which is the result of being struck by a vehicle while directing traffic or investigating a traffic violation or traffic accident;
- an injury which occurs during high-risk training;
- an injury that occurs during a pursuit while on a Police Bicycle; or
- any other injury determined by the University to be the result of hazardous-force circumstances.

C. The University reserves the right to review the employee's status every thirty (30) days and require the employee to have an independent medical examination by a physician selected and paid for by the University at any time during the leave.

D. Leave may be paid at the employee's current hourly rate at the time of injury for a period not to exceed ninety (90) consecutive calendar days immediately following the date of injury.

E. If, for any reason, the employee's Workers' Compensation claim is denied or disallowed, or the employee's Workers' Compensation claim is approved but temporary total disability benefits are denied, said leave shall cease, and the employee will be required to reimburse the University for any amounts paid through this Article. The termination of leave benefits shall take effect immediately upon the issuance of any adverse workers' compensation decision and shall not be reinstated unless that decision is overturned on appeal. Reimbursement may be through a voluntary surrender of an employee's accrued but unused personal, sick or vacation time. Human Resources on a case-by-case basis will determine the rate and method of reimbursement.

IOD leave will run concurrently with FMLA leave.

F. If the employee is unable to return to work or unwilling to return to work, the University will begin proceedings for an Involuntary Disability Separation pursuant to Articles 234.2 or 1920.G.1 of this Agreement.

B.G. Subsection (A) shall not preclude any other remedies the employee may have through Workers' Compensation laws or against a third party directly. However, an employee shall not be eligible to collect simultaneously the ~~wage continuation~~ temporary total disability benefits under Workers' Compensation and the benefits defined under this Section, and the employee shall assign to the University that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the University pursuant to this Section.

~~C. Approval of any line-of-duty injury leave shall be subject to the following conditions and provisions:~~

~~1. A certificate of the attending physician or surgeon certifying to the disability and cause shall be filed with the Chief of Police within ten (10) days of the date of injury. The Chief of Police shall have the right to designate a physician and/or surgeon at any time to examine the employee at any time during such disability and shall have access to and copies of all related medical, hospital and x-ray reports upon request.~~

~~2. If a disagreement arises regarding the nature of such disability between the attending physician and the examining physician/surgeon for the University, such two physicians/surgeons shall, within ten (10) days thereafter, make an examination and report his or her findings and opinion to the Chief of Police and the employee, and whose report shall be final. The University and the FOP each shall pay one-half (1/2) of such examination expense.~~

~~3. Should the attending physician/surgeon and the examining physician/ surgeon of the University be unable to agree upon a third physician/ surgeon, the President of the Academy of Medicine of Cleveland and Northern Ohio shall be requested to name such third physician/surgeon, whose opinion shall be acted upon and whose services shall be paid as set forth in the foregoing paragraph.~~

~~D. Within one (1) month following the execution of this Agreement, the Chief Human Resources Officer and the Union President will each appoint two (2) individuals to serve on an Injured on Duty Leave committee. The purpose of the committee will be to review Article 21 I and to make recommendations to the University and the Union regarding revised language for this article. Should both parties agree with the recommendations, the University will recommend a Memorandum of Understanding (MOU) to the Board of Trustees and the Union will recommend the MOU to the bargaining unit membership to revise the language contained in Article 21 I. The process will be completed within seven (7) months following the execution of this Agreement. If the process is not completed within this timeframe or the parties do not reach agreement, current contract language will govern.~~

SUB ARTICLE 1920 J LEAVE DONATION PROGRAM

Bargaining unit members may donate sick leave to a fellow bargaining unit member who is otherwise eligible to accrue and use sick leave and is employed by the Youngstown State University Police Department. The intent of the Leave Donation Program is to allow employees, on a voluntarily basis, to provide assistance to their co-workers who are in need of leave due to an illness, injury or other condition covered by the Family Medical Leave Act.

- A. A bargaining unit member may receive donated sick leave, up to the number of hours the bargaining unit member is scheduled to work each pay period, if the bargaining unit member who is to receive donated leave meets the following criteria:
1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act (a “serious illness, injury, or other condition” means an absence of three (3) consecutive days or more) and documented by Family Medical Leave Act paperwork;
 2. Has no accrued time (compensatory, personal, vacation, and sick);
 3. Has successfully completed their probationary period;
 4. Has made the request for Leave Donation prior to their return from sick leave.

If the University does not approve the request, the specific factors for denial shall be indicated to the requesting employee. If approved, the University will then post a notice to the bargaining unit members, with a copy to the Ohio Labor Council Representative that a request for donation has been requested and approved.

- B.** Bargaining unit members may donate leave if the bargaining unit member donating meets the following criteria:
1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;
 2. Donates a minimum of eight (8) hours; and
 3. Retains at least one hundred twenty (120) hours of sick time.
- C.** Bargaining unit employees who wish to donate sick leave shall certify:
1. The name of the bargaining unit employee for whom the donated leave is intended; and
 2. The number of hours to be donated; and
 3. That the bargaining unit member will have a minimum sick leave balance of at least one hundred twenty (120) hours; and
 4. That the leave is donated voluntarily and the bargaining unit member understands that the donated leave will be returned if not used.
- D.** The Leave Donation Program shall be administered by the University. Bargaining unit members using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit. In order to ensure that the bargaining unit member receives pay for the appropriate pay period, the bargaining unit member or their Union representative must notify the University of the qualifying absence prior to the deadline for submission of payroll for the applicable pay period.
- E.** Bargaining unit members requesting leave donation shall estimate how much leave will be needed. In response, bargaining unit members donating leave shall coordinate how much leave they intend to donate. Subject to the minimum donation requirement stated in Subsection (B) (2) above, the aggregate amount of donated leave shall not exceed the amount needed.
- F.** To the extent it is possible, an equal amount of leave donated shall be taken from each bargaining unit member who has donated leave. In the event the bargaining unit member requesting leave does not use the estimated amount of leave needed, the remaining donated leave will be returned to the bargaining unit members who donated the leave.
- G.** No bargaining unit members shall be compelled to donate leave.
- H.** The Chief Human Resources Officer may, with the signed permission of the bargaining unit member who is in need of leave, inform bargaining unit members of the co-worker's critical need for leave. This notice shall not include the specific medical condition for

which the bargaining unit member needs the donation. The University shall not directly solicit leave donations from bargaining unit members.

ARTICLE 201 **EMPLOYEE DISCIPLINE AND EMPLOYEE RIGHTS**

201.1: A member of the bargaining unit may be disciplined, demoted, suspended, or removed for just cause, which shall include but not be limited to incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any University policy or work rule, ~~any other failure of good behavior~~, excessive unwarranted absenteeism, or any other act of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.

Article 201 shall not apply to separation from employment due to an inability to return from a leave of absence, inability to perform the essential duties of a position, or loss of licensure or other certification required to perform a position.

201.2: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, and removal. It is expected that most cases will be disposed of by an informal verbal warning and/or attendance counseling without formal disciplinary action; such verbal warning or counseling may be documented, but shall not be recorded in the employee's official personnel file unless connected to subsequent progressive discipline. The supervisor will follow-up with an email to the employee documenting that a verbal warning was issued. Prior to the issuance of a written reprimand, a meeting will be held between the employee and the employee's supervisor, which may include a University and Union representative. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. ~~Reprimands~~Disciplinary actions shall be reduced in writing within a reasonable period of time, with copies provided to the employee and to the employee's official personnel file. ~~All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.~~

201.3: An employee who is suspended, reduced or removed shall receive written notification from the Chief Human Resources Officer or ~~their~~his/her designee stating the reason for the disciplinary action. Prior to the issuance of any suspension (except situations pending drug testing results as described in Section ~~201.45~~), reduction, or removal, the Chief Human Resources Officer or ~~their~~his/her designee will schedule a pre-disciplinary hearing, ~~in accordance with Section 21.4~~, to discuss the reasons for the proposed disciplinary action, and to give the employee an opportunity to offer an explanation of the alleged misconduct. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within ~~sixty~~thirty (30) calendar days from the day the employee is served the notice of hearing. This ~~sixty~~thirty (30) day period may be waived mutually by the University and the employee.

The employee may present testimony, witnesses, and/or documents on ~~their~~his/her behalf. The employee shall provide a list of witnesses and the name and occupation of ~~their~~his/her representative to the Chief Human Resources Officer or ~~their~~his/her designee as far in advance as possible, but no later than forty-eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify ~~their~~his/her witnesses of the scheduled hearing. The employee and/or ~~their~~his/her representative will be permitted to ask questions of and cross-examine any

witnesses. The employee shall have the choice of whether ~~they~~he/she wishes to appear at the hearing and present oral and/or written statements, whether or not ~~they~~he/she wishes to have a Union representative present and/or whether or not to have the Union representative present oral or written statements. Further, the employee may choose to waive in writing ~~their~~his/her right to have such a pre-disciplinary hearing. After the pre-disciplinary hearing, the Chief Human Resources Officer, or their designee, shall send via hand-delivery or by email to a suspended, reduced, or removed bargaining unit member written notification stating the reasons for the suspension, reduction or removal. The parties agree that orders of suspension, reduction or removal shall be treated as confidential personnel matters between the University and the employee unless the employee wishes to consult the Union in the matter, in which case it shall be the sole responsibility of the employee involved to communicate with the Union. ~~If the suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner.~~

~~**21.4: Pre-Disciplinary Hearings:** Prior to a pre-disciplinary hearing, the employee will be given written notification of the hearing date and specifications of the charges. The pre-disciplinary hearing will be conducted by a neutral hearing administrator appointed by the University. At the hearing, the hearing administrator will ask the employee or his/her representative to respond to the allegations of misconduct as contained in the written notice of the hearing. The employee may present testimony, witnesses, and/or documents on his/her behalf. The employee shall provide a list of witnesses and the name and occupation of his/her representative to the Chief Human Resources Officer or his/her designee as far in advance as possible, but no later than forty eight (48) hours prior to the pre-disciplinary hearing. It is the employee's responsibility to notify his/her witnesses of the scheduled hearing. The employee and/or his/her representative will be permitted to ask questions of and cross examine any witnesses.~~

~~Within ten (10) working days following the pre-disciplinary hearing, the hearing administrator will prepare a written report of ~~their~~his/her findings, and will provide a copy to the employee. The Chief Human Resources Officer will act on the hearing administrator's recommendation within ten (10) working days of receipt of the recommendation. The process of the pre-disciplinary hearing and notification of discipline, if any, will be completed within thirty (30) calendar days from the day the employee is served the notice of hearing. This thirty (30) day period may be waived mutually by the University and the employee.~~

201.45: Drug and Alcohol Testing Program:

A. The University and the F.O.P. have a mutual interest in promoting the treatment and rehabilitation of employees involved in the ~~improper~~illegal use of drugs or the abuse of alcohol. A drug and alcohol testing program serves to promote the parties' interest in a drug-free workplace. All bargaining unit members must abide by University Policy 3356-7-20, Drug-Free Environment.

A.B. A member of the bargaining unit may be required to submit to a test to determine the ~~improper~~illegal use of drugs or to determine that the employee is under the influence of alcohol while on duty. The test will be conducted by a medical facility or drug/alcohol testing site, or will be conducted on campus.

- ~~B.C.~~ Requiring an employee to submit to such a test must be based on a reasonable suspicion that the employee has been using any drug, ~~or~~ narcotic or alcohol and that this use may present a risk to ~~their~~his/her safety or that of fellow employees or the public. Reasonable suspicion standards and testing procedures shall be based on University Policy 3356-7-20, effected December 1, 2016~~specific, objective observations concerning the appearance, behavior, speech, or body odors of an employee, including but not limited to slurred speech, erratic and/or unaccounted for changes in behavior, dilated/pinpoint pupils, mood swings, or other similar observable behaviors and credible report of use or being under the influence of substances.~~ The University also has the right to randomly test bargaining unit employees. Drug and alcohol screening/testing shall be conducted for administrative purposes and the results shall not be used in any criminal proceedings.
- ~~C.D.~~ A supervisor who orders a drug test when there is a reasonable suspicion of the use of any drug, narcotic or alcohol shall forward a report containing the facts and circumstances directly to the Chief of the YSU Police. The employee shall be verbally advised of the reasonable suspicion at the time of the test and receive a written statement of the same reasonable suspicion within twenty-four (24) hours of the test.
- ~~D.E.~~ Test results reporting a presence of alcohol, illegal drugs, or narcotics, or the use of prescription drugs without a prescription, or the abuse of any over-the-counter drugs will be submitted to the Chief of the YSU Police for further action. Abuse of prescribed medication shall be treated the same as non-prescribed use.
- ~~E.F.~~ All drug testing shall be conducted by laboratories certified by the State of Ohio or the federal government. All alcohol breath tests shall be administered by a trained breath alcohol technician. The procedure utilized by the drug testing lab shall include a chain of custody and control and split sample collection and testing.
- ~~F.G.~~ All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method of detection. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the same manner prescribed above at the employee's expense. This test will be given the same evidentiary value as the two (2) previous tests. If at any point the results of the drug or alcohol testing procedures conducted by the University are negative, all further testing and administrative actions related to drug/alcohol testing shall be discontinued.
- ~~G.H.~~ An employee who is required to submit to a reasonable suspicion drug or alcohol test will be suspended pending receipt of the test results or may be assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. If the test results indicate that ~~he/she was~~they were not under the influence of alcohol or improper use ofillegal drugs, the employee shall be paid for the time ~~they were~~he/she was suspended, and no record of the suspension will be maintained in the employee's personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the testing, a record of the incident shall be placed in the employee's personnel file. An employee who has a confirmed, positive drug or alcohol test (reasonable suspicion, random or follow-up) will be subject to disciplinary action. If the employee agrees to enter and

successfully complete a rehabilitation program, the disciplinary action will not exceed thirty (30) calendar days for the first offense. Thereafter, for a period of two (2) years, the employee will be subject to periodic follow-up drug testing as well as the reasonable suspicion and random testing defined above.

H.I. The random testing pool shall be made up of bargaining unit employees. Random testing may be conducted up to four (4) times in a calendar year and may include up to 30% of the pool.

201.56: If a bargaining unit member is to be questioned orally concerning possible disciplinary action by the Chief of the YSU Police or another University administrator, the employee shall be advised in advance of the general nature and reason for the questioning and that ~~they have~~~~he/she has~~ the right to be accompanied by a representative(s) of ~~their~~~~his/her~~ choice, who may be an F.O.P. representative. ~~The role of the F.O.P. representative is non-adversarial. However, the F.O.P. representative does have~~ the right to assist and counsel the employee during the meeting but may not interfere with the orderly process of the that meeting. Such meetings will be scheduled immediately before or after the employee's work shift, or during the employee's work shift, to the extent such scheduling is feasible. The employee will be in active pay status during such meetings.

201.67: A bargaining unit member who is involved in a departmental investigation may be required to submit to a polygraph examination. Relevant questions asked in a polygraph must be narrow and specific in scope dealing only with the matter being investigated. When a bargaining unit member is required to submit to a polygraph, the information developed from the results may only be used for administrative purposes and shall not be used for any subsequent criminal proceedings. A bargaining unit member may not refuse to submit to a polygraph examination under the circumstances listed above. If the request for the polygraph results from an accusation made by another bargaining unit member(s), the bargaining unit member required to take the polygraph may request that ~~their~~~~his/her~~ accuser(s) also submit to a polygraph examination. Such requests will be granted. Polygraph examinations may not be given by employees of the YSU Police Department, the Vice President for ~~Administration~~Legal Affairs and Human Resources or any members of the Human Resources Department.

Employees under non-criminal investigation or use of force investigations shall be informed of the nature of that investigation and provided a copy of the written complaint, if one exists, within seven (7) calendar days of when the complaint is received or the determination that an investigation will be necessary, whichever event is later. Where known, employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. Should the investigation include the review of video or audio recordings, the employee and his representative will be allowed to review the recordings that the Employer has obtained or is aware of after obtaining a formal written statement or report from the Employee. If during the course of the investigation additional recordings are acquired, they will be provided to the employee and such statement may be amended following the review of the recordings.

If the Employer questions an employee during a criminal investigation of one of its employees, it shall advise the employee of the criminal nature of the investigation and whether the employee is a suspect or a witness before interviewing the employee.

201.78: Suspensions and removals of non-probationary employees shall be subject to the provisions of Article 6 ("Grievance Procedure"). If at the suspension, reduction, or removal is subsequently grieved, the Step 3 hearing will be optional; however, a Step 3 disposition will be issued in a timely manner. All written reprimands shall be subject to the Grievance Procedure in Article 6, but may not be advanced beyond Step 3.

201.89: If agreeable to the University, a member of the bargaining unit who is suspended shall have the option of serving the suspension or having the hours of suspension deducted from their ~~his/her~~ accumulated total of vacation or compensatory hours. The University also has the option of having a bargaining unit member's hours of suspension deducted from the member's accumulated vacation and/or compensatory hours in lieu of the actual suspension.

201.10: The refusal of a bargaining unit member to answer questions in connection with a matter involving employee discipline shall not be cause for disciplinary action against the bargaining unit member unless they have ~~he/she has~~ been so advised of the fact.

ARTICLE 21~~2~~ **UNIFORMS AND EQUIPMENT**

212.1: Each member of the bargaining unit, who at the direction of the University goes armed on duty, shall be issued a standard semiautomatic duty weapon and ammunition at no cost to the bargaining unit member. Any other weapon an officer wishes to carry during a non-uniformed duty assignment must first be approved by the Chief of Police. The approved weapon will only be carried providing the officer has qualified with the weapon.

212.2: Each member of the bargaining unit who at the direction of the University wears a uniform while performing their ~~his/her~~ duties shall receive an initial uniform allowance of seven hundred fifty dollars (\$750) at the time ~~he/she is~~ they are appointed or ~~are~~ is directed by the University to wear a uniform while on duty. If an employee resigns or is separated from the University less than one year following their ~~his/her~~ initial appointment, they ~~he/she~~ shall reimburse the University on a prorated basis for the cash value of the initial uniform allowance. With the exception of University Dispatchers, each member of the bargaining unit who serves longer than one year and who is in work status (actively employed, on approved paid leave, or unpaid FMLA) more than fifty percent (50%) of the preceding fiscal year shall receive:

(1) an annual uniform and maintenance allowance of one thousand two hundred dollars (\$1,~~3~~200) which will be paid at the end of the first full pay period in the month of July ~~2018~~2021;

2) an annual uniform and maintenance allowance of one thousand two hundred fifty dollars (\$1,~~30~~250) which will be paid at the end of the first full pay period in the month of July 20~~19~~22; and

3) an annual uniform and maintenance allowance of one thousand three hundred dollars (\$1,300) which will be paid at the end of the first full pay period in the month of July 20~~23~~20.

University Dispatchers will be paid an annual uniform and maintenance allowance in the manner described in the foregoing sentence but will receive eight hundred dollars (\$800) annually.

If a bargaining unit member is on a leave of absence (paid or unpaid) at the time the annual uniform and maintenance allowances are paid out, the bargaining unit member will receive a pro-rated uniform and maintenance allowance based on their work status (actively employed, on approved paid leave, or unpaid FMLA) upon their return to work.

212.3: If the University changes the required uniform during the term of this Agreement, each member of the bargaining unit who is required to purchase the new uniform shall receive an additional initial uniform allowance of five hundred dollars (\$500).

212.4: Uniform patches shall be worn on both sleeves of the members' shirts, sweaters, jackets and coats.

212.5: Each member of the bargaining unit who at the direction of the University wears a uniform while performing ~~their~~^{his/her} duties shall conform to all reasonable grooming and appearance standards established by the University.

212.6: ~~The University will maintain a standard operating procedure permitting members of the bargaining unit to wear specified black leather police coats and black police rain coats.~~ Members of the bargaining unit are required to wear a bullet-proof vest that meets specifications established by the YSU Police Department. The University will purchase the vest. When currently provided vests are replaced, bargaining unit members may choose a vest other than the one specified by the YSU Police Department as long as it meets the specifications established by the department. The Chief of the YSU Police Department will be responsible for determining if alternate vests meet departmental specifications. The University will pay for the actual cost of an approved alternate vest up to the cost of the vest specified by the YSU Police Department. Any amount above the cost of the departmental vest will be paid by the bargaining unit member.

ARTICLE 223 LAYOFF AND RECALL

223.1: Whenever the University determines a reduction in the work force is necessary, the University shall determine the classification or classifications in which the layoff or layoffs will occur and the numbers of employees to be laid off within each classification.

223.2: Layoffs shall be based upon date of appointment in the classification beginning with the employees with the most recent date of full-time appointment in the classification in which the layoffs are occurring. Each employee's official personnel file in the office of Human Resources shall be the sole basis for determining ~~their~~^{his/her} appointment dates.

223.3: If a bargaining unit member is to be laid off and the bargaining unit member previously served in a lower classification, the bargaining unit member may displace a fellow bargaining unit member in the lower classification if they have more bargaining unit seniority than the bargaining unit member to be displaced.

223.4: On the next pay day following an employee's effective date of layoff, ~~they~~^{he/she} can be paid regular and overtime pay due, compensatory time due and accrued and unused vacation time.

223.5: The office of Human Resources shall notify each employee of ~~their~~his/her layoff and, if available, displacement rights, ~~fourteen (14)~~ days prior to the effective date of ~~their~~his/her layoff.

223.6: The office of Human Resources will prepare and have available for inspection a list of laid-off employees who are available for recall in each classification involving layoffs. The list will be arranged in descending order with the laid-off employee with the earliest date of full-time appointment beginning the list. Employees will be recalled in a descending order from the list beginning with the employee with the earliest date of full-time appointment. The list for each laid-off classification shall be active for ~~twelve (12)~~ months.

223.7: The University will not hire new employees to perform bargaining unit duties while one or more employees who performed their duties previously are in active layoff status.

ARTICLE 234 SEPARATION

234.1: Resignations: Employees who resign shall sign and submit a resignation letter to the Chief Human Resources Officer or ~~their~~his/her designee at least two (2) weeks prior to the effective date of resignation. Employees will make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible. A resignation letter, once submitted by the employee and accepted by the University, shall be irrevocable except by mutual agreement between the University and the employee.

234.2: Disability Separation: If, in the judgment of the employee's physician, or a physician designated by the University, a non-probationary employee is physically or mentally incapable of performing all the duties of ~~their~~his/her position, and ~~he/she has~~they have exhausted all paid leave and all Family and Medical leave, the University shall consider reasonable accommodations and knowledge, skill, and abilities which may transfer to a vacant position first in the bargaining unit, or outside of the bargaining unit, and the applicable rules for application for disability under OPERS. Employees may be placed on a disability separation leave.

234.3: An employee on disability separation shall retain for ~~twenty-four (24)~~ months the right to reinstatement to employment at the University in the classification ~~they~~he/she held at the time of separation, providing ~~they are~~he/she is able to perform the duties of the position. If the individual is able to return to work and the University no longer has a position in the classification in which the individual served at the time of ~~their~~his/her separation, the University will reinstate the individual in a similar position, if one is available, in a classification for which the individual meets the established qualifications, and provided such reinstatement does not conflict with the provisions of any collective bargaining agreement entered into by the University.

234.4: Requests for reinstatement ~~following from~~ disability separation shall be submitted in writing to the office of Human Resources no later than ~~twenty-four (24)~~ months from the effective date of the disability separation. The University will arrange for its designated physician to examine the employee to determine if the employee is medically capable of performing all the duties of the employee's position. The cost of the examination shall be paid by the University. The University will consider any medical information provided by the employee's physician, provided the employee has taken any action required to release or provide such information.

234.5: A bargaining unit member who severs employment with the University for any reason shall be paid in full for all unused vacation time and compensatory time at the current hourly rate of pay. The current hourly rate of pay shall include the educational increment (Article 4.5) but shall not include any shift differential.

234.6: In the event a Sergeant requests to be returned to the rank of Police Officer 2, such a request shall be granted by the University. Within 30 days of the request, the Sergeant shall be adjusted in pay and classification to a Police Officer 2. The member shall not lose any classification seniority for such voluntary reduction in rank. In other words, all of the time the employee spent as a full-time Sergeant before making the request to return to the Police Officer 2 classification will count toward ~~their~~his/her classification seniority as a Police Officer 2.

In the event the request is made during an ongoing shift cycle, the Sergeant shall not bid or bump any member until the next regularly scheduled shift bid rotation, then at such time the member shall bid as a Police Officer 2 with the appropriate classification seniority. Such mid-bid cycle procedure may be modified by the University to accommodate the reduction in rank and need for supervision and shift equalization (the University may allow the reduced member to move shifts prior to shift bidding).

ARTICLE 245 RETIREMENT

~~25.1: To the extent permitted by law, the mandatory retirement age for all members of the bargaining unit shall be 70. A member of the bargaining unit shall be permitted to complete the fiscal year during which ~~they~~he/she reaches the age of 70.~~

245.12: A bargaining unit member who retires shall be entitled for an unlimited period of time, on the same basis as bargaining unit members, to use of the library, Bookstore discount, tickets for University functions, use of Beeghly Center and other recreational facilities. Retired bargaining unit members will be eligible to purchase a parking permit annually for the annual parking fee established by the University. Retirees, their spouses and dependent children until they reach the end of the academic year of age twenty-five (25) shall be eligible for remission of all instructional fees. (See Article 304). Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University and offered in partnership with Academic Partnerships or any successor.

245.23: If a member of the bargaining unit dies, ~~their~~his/her unremarried spouse and dependent children until they reach the end of the academic year of age twenty-five (25) shall remain entitled to the benefits specified in Section 245.2 above.

245.34: Sick Leave Conversion: A bargaining unit member who retires with ten (10) or more years of full-time University service is entitled to conversion to cash payment of part of ~~their~~his/her accrued but unused sick leave.

~~Effective July 1, 2016,~~ The cash payment of accrued but unused sick leave shall be twenty-five percent (25%) of accrued but unused sick leave of the first nine hundred sixty (960) hours, for a maximum payment of two hundred forty (240) hours.

All accrued sick leave shall be eliminated from an employee's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

245.45: The University shall allow officers who retire to purchase the issued service weapon for \$1.00 upon retirement. "Retirement" as used in this section refers to retirement under the provisions of one (1) of the Ohio public retirement systems at the time of separation.

245.56: The University shall provide all retired officers with a retirement identification card and badge. Retired officers shall be entitled to obtain weapons qualification to comply with retired officer concealed carry legislation.

ARTICLE 256 **MISCELLANEOUS**

256.1: Bargaining unit members performing assigned and authorized University duties off-campus shall be reimbursed for travel in their privately-owned vehicles at the rate established by the Board of Trustees.

256.2: Members of the bargaining unit shall receive a discount of twenty percent (20%) on all purchases in excess of five dollars (\$5.00) made on items sold by the University Bookstore. This discount shall be available only for goods purchased by the employee for ~~their~~^{his/her} personal use or for the personal use of their immediate families. Abuse of this privilege shall be grounds for suspension of the individual employee's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.

256.3: Members of the bargaining unit who obtain parking permits will have regular access to University parking lots, with the exception of the visitor's lots and specifically designated spaces. ~~The Union will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.~~ The parties agree to meet and confer over any requests made by the University for additional spaces and lots needed for visitors or special events.

256.4: Members of the bargaining unit who serve on any authorized University committee and must attend meetings of the committee outside ~~their~~^{his/her} normal working hours will receive one and one-half times the actual hours of attendance added to their compensatory time balance.

256.5: Honor Guard: Honor Guard will be considered as bargaining unit members who wear the recognized Honor Guard uniform approved by the chief. If the Chief of the YSU Police Department authorizes the use of the department honor guard at any function, the officer will be compensated with a minimum of four (4) hours of compensatory time or time and one half whichever is greater.

256.6: Andrews Student Recreation and Wellness Center: Members of the bargaining unit shall have access to the Andrews Recreation and Wellness Center during normal operating hours. In addition, dependent children aged 18 or older and spouses of bargaining unit members shall have access to the Andrews Recreation and Wellness Center during non-peak hours as indicated by the Director of the Wellness Center and based on utilization data for an annual fee of one hundred dollars (\$100) per person or two hundred dollars (\$200) per family. At the beginning of each semester, non-peak hours shall be defined and that information distributed to all employees.

ARTICLE 267 SEVERABILITY

267.1: The parties intend that this Agreement shall in all respects be construed and applied in a manner not inconsistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be determined by appropriate authority to be contrary to any statute or regulation, such provision alone shall become thenceforth invalid and of no effect, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet promptly to discuss any decision which renders any portion of this Agreement null and void.

267.2: Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of enabling legislation.

267.3: Nothing in this Agreement shall be construed to prohibit or restrict the right of the University or the F.O.P. to take action to comply with the Americans with Disabilities Act.

ARTICLE 278 NO STRIKE/NO LOCKOUT

278.1: The University and the F.O.P. agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the University and the F.O.P. to avoid work stoppages and strikes.

278.2: Neither the F.O.P. nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the University for the duration of this Agreement. The F.O.P. shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Section, provided that the F.O.P. meets all of its obligations under this Article.

278.3: The F.O.P. shall, at all times, cooperate with the University in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause. In the event of a violation of the "no-strike" clause, the F.O.P. shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the University is in violation of this Agreement, unlawful and not sanctioned or approved of by the F.O.P. The F.O.P. shall advise the employees to return to work immediately.

278.4: A violation of the provisions of Article 278 by a member of the bargaining unit shall be grounds for disciplinary action, including removal or separation.

278.5: The University shall not lock out any bargaining unit members for the duration of this Agreement.

ARTICLE 289 CONTRACTING

The University reserves the right to contract for services. However, the University agrees that it will not lay off members of the bargaining unit in the exercise of this right.

289.1 The University retains the right to contract for services. It is not the intent of the University to contract out or subcontract bargaining unit work that will result in the layoff of bargaining unit members for reasons other than to create greater efficiencies; achieve cost savings; participate in initiatives for shared services arrangements, council of governments, the Inter University Council, other public-public or public private partnerships and consortium; to improve operational effectiveness, or as otherwise may be described in Article 8.

289.2 Prior to making a decision to contract or subcontract out work that will result in the layoff of bargaining unit members, the Union shall be given, upon request, the opportunity to meet with the University and to discuss what options/alternatives may be available to maintain the work in the bargaining unit.

289.3 The University shall give the Union sixty (60) calendar days advance written notice of its intent to contract or subcontract out work that will result in the layoff of bargaining unit members. Within ~~fourteen~~ten (14) ~~working~~ days of notice from the University, the Union, shall be given, upon request, the opportunity to meet with the University and discuss what options or alternatives may be available to maintain the work in the bargaining unit. The meeting shall take place within ~~ten~~five (5) ~~working~~ days of the Union's request, unless otherwise agreed by the parties. Within ~~fourteen~~ten (14) ~~working~~ days of the parties' meeting, the Union may provide alternatives to the University's intended action for its consideration. The University will give serious consideration to the Union's alternative solution in reviewing its intended action.

289.4 In addition to the above, the Union shall have the right, upon request, to negotiate the impact of the intended actions of the University to contract or subcontract out bargaining unit work that will result in the layoff of bargaining unit members.

289.5 In the event of a dispute relating to the terms of this Article, the Union shall have the right to file a grievance pursuant to Article 6.

289.6 The University may utilize the procedures contained in Sections 289.2-289.5 for a maximum of two (2) positions for the life of this Agreement that will result in employee layoffs.

289.7 The University retains the sole right to make the final determination as to whether or not to contract services that do not result in the layoff of bargaining unit members.

289.8 It is not the intent of the parties to limit the University's right to contract for major project(s) requiring outside expertise and/or that fall beyond the scope of regular bargaining unit work and/or workload.

ARTICLE 2930 HEALTH AND SAFETY

2930.1: The parties agree that it is the goal of the University and the F.O.P. that the University be a place in which bargaining unit members enjoy a safe and healthful environment. To accomplish this, the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with the Training Leave provision of Sub Article 1920 E.1. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

2930.2: In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate one (1) bargaining unit member to serve on the University Safety Committee each year.

2930.3: If a bargaining unit member feels that theyhe/she has been assigned to work under unsafe or unhealthful conditions unrelated to the risks inherent in the duties of a police officer, theyhe/she shall report the situation immediately to theirhis/her supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, theyhe/she may report the situation to the Director of Environmental and Occupational Health and Safety or theirhis/her designee. The bargaining unit member(s) shall not be required to continue performing the duties in question pending the inspection by the Director of Environmental and Occupational Health and Safety or theirhis/her designee, but may be assigned other duties. The bargaining unit member(s) shall not leave the campus. The Director of Environmental and Occupational Health and Safety or theirhis/her designee shall inspect the situation immediately and deliver a verbal report on the scene, to be followed by a written report of the situation within three (3) days. The Director of Environmental and Occupational Health and Safety or theirhis/her designee shall be empowered to order the immediate halt of any operation or activity which in theirhis/her judgment is unsafe or unhealthful.

2930.4: The University will continue to provide optional safety training courses to members of the bargaining unit; those enrolled in such courses will be on active pay status if they are scheduled to work during the time the course is taught.

2930.5: All recommendations of the Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or theirhis/her designee, in writing, indicating whether the recommendations will be implemented or rejected. If the recommendation is rejected, the response will indicate reasons for rejection. If the recommendation is approved, the response will indicate the approximate date of implementation.

2930.6: Contingent upon approval by the Director of Environmental and Occupational Health and Safety, every month each sworn officer shall be entitled to use the Beeghly Firing Range for no more than one (1) hour; an employee who uses this facility shall remain in active pay status and on standby status. Police officers who are off duty and who use the firing range, as provided in this article shall not be in active pay status. Access to the Beeghly Firing Range will be limited to authorized personnel designated by the Chief of the YSU Police Department during periods when the range is reserved for YSU officers.

ARTICLE 301 **INSTRUCTIONAL FEE REMISSION**

301.1: Children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Children" are the biological, legally adopted or step-children of a bargaining unit employee. Children shall be eligible for remission to the end of the academic year of age twenty-five (25). Bargaining unit members must provide any information requested by the University such as copies of marriage licenses, birth certificates and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit members must also properly complete the University's application/affidavit in order to receive tuition remission. Bargaining unit members shall receive remission of instructional and general fees at YSU, including out-of-state fees where applicable, for up to eighteen (18) semester hours per academic year and six (6) semester hours each summer term. Remission of the general fee shall be granted to members of the bargaining unit only. Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents (children and spouse) shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional fees. The dependents (children and spouse) of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-five (25) and as long as the surviving spouse remains unmarried. Effective Fall Semester 2022, retirees, employees, spouses and dependent children shall pay for twenty percent (20%) of the cost of online instruction provided by the University in partnership with Academic Partnerships or any successor.

301.2: On a case-by-case basis, the University will consider requests by bargaining unit members to attend classes at YSU during normal work hours, which may include the employee's use of compensatory time, vacation or the opportunity to work either before or after their normal work shift to compensate for the time spent in class.

ARTICLE 312 **PROBATION AND PROMOTION**

312.1: Probationary Periods: Each employee appointed to a position in the bargaining unit shall serve a probationary period. For University Police Officer 1 and University Police Sergeant, the probationary period shall be ~~six (6)~~ twelve months excluding periods of sick leave of twenty (20) sick leave days or longer, or leave without pay of more than one (1) week. For University Dispatcher, the probationary period shall be ~~six (6)~~ twelve months in addition to the time in training for the certification by the Ohio Peace Officers Training Council. Each probationary employee

shall be evaluated in accordance with the provisions of Article 156 ("Evaluations"). If the performance of a probationary employee is deemed unsatisfactory, ~~their~~^{his/her} employment at the University or in the YSU Police Department may be terminated with two (2) weeks' notice during the probationary period. In lieu of the two-week notice, the University may pay the individual for eighty (80) hours at his/ her hourly rate of pay. A probationary employee who is separated from employment will be given a written statement of reasons for ~~their~~^{his/her} separation. Separation of a probationary employee may not be advanced to arbitration under the provisions of Article 6 ("Grievance Procedure"). Members of the bargaining unit who are promoted from one classification to another within the bargaining unit shall serve a six-month probationary period; if their performance is deemed unsatisfactory in the position to which they have been promoted, they will be reinstated to the position from which they were promoted, rather than being separated.

312.2: If the University fills one (1) or more positions of University Dispatcher or University Law Enforcement Supervisor, it will consider qualified applicants from within the bargaining unit before considering candidates who are not members of the bargaining unit. However, the University's selection of a candidate to fill the position of University Law Enforcement Supervisor is not arbitrable. The University will consider the applicant's education, related work experience, performance evaluations, and length of University service in a position or positions related to the position for which ~~they are~~^{he/she is} applying.

312.3: When the University decides to fill a vacant Sergeant position or a new Sergeant position is created, the position shall be filled by a competitive examination and an Assessment Center process from the University police officers who are qualified. Prior to the close of applications, for any examination administered ~~on or after January 1, 2017~~, those qualified must have a minimum of four years of service as a regular full-time University police officer.

- A. The examination shall be administered by a vendor chosen by the University. An assessment panel chosen by the University will assess the candidates and report its findings to Human Resources (~~Director of Talent Acquisition, Processing, and Employee Records~~ Executive Director HR Operations or successor title).
- B. The notice of promotional examination shall be announced fourteen (14) calendar days prior to an announcement on the University applicant tracking system. The announcement shall be made by a member of the Human Resources staff via an email message to all union associates. A copy of the announcement shall be posted on the FOP bulletin board. The promotional opportunity shall be announced on the University applicant tracking system and will include: the position title; duties; minimum qualifications; licenses or certifications; the announcement date and the date the position announcement closes. Only bargaining unit members who are qualified for the promotional opportunity and apply prior to the close of the position announcement shall be tested. A bargaining unit member requesting a testing accommodation must submit the request in writing to the Human Resources Benefits Manager at least fourteen days prior to scheduled testing. Bargaining unit members may be required to provide additional information to support their request.
- C. Within fourteen (14) days following the close of the promotional opportunity on the applicant tracking system, a list of all promotional examination resources

materials shall be made available to qualified bargaining unit members. The University will assure that the required materials are available from vendors. The cost of any such materials will be borne by the applicant.

- D. Applicants shall have a minimum of ninety~~sixty~~ (960) ~~work~~ days to prepare for the promotional testing. All testing shall be administered on campus.
- E. The promotional materials shall consist of not more than five research books or materials related to specific subjects. The YSU Police manual shall be included as one of the five books or research materials.
- F. All bargaining unit members shall be notified of their individual test results within forty-eight (48) hours of the scoring. All bargaining unit members shall be provided with the scores of all tested police officers in numerical order. No employee shall be identified by name except on their~~his or her~~ individual test score.
- G. The following preferences shall be added to a candidate's test score:
 - 1. **Military:** Military veterans with an honorable discharge (DD-214 or DD-256) shall receive a ten (10) point preference added to their~~his or her~~ test score.
 - 2. **Educational:** Candidates shall receive either a five (5) point preference added to their~~his or her~~ test score for an associate degree in Criminal Justice or a related field or a ten (10) point preference added to their~~his or her~~ score for a bachelor's degree in Criminal Justice or a related field. There shall be no pyramiding of this preference.
 - 3. **Longevity:** Candidates shall receive a one (1) point preference added to his or her test score for each year of service as a bargaining unit employee beyond five (5) years.

The maximum aggregate amount of all preference points shall not exceed fifteen (15) points.

- H. Applicants must score a minimum of seventy percent (70%) on the written test, exclusive of any preference points, to advance for assessment.
- I. The Assessment Center team will consist of persons who are not YSU employees and from the Ohio Chiefs of Police Association or similar organization. Assessment Center team members must have experience in law enforcement supervision in a leadership role of lieutenant or above. FOP shall be permitted to have an observer attend Assessment Center team meetings, provided that the FOP identifies the observer no later than thirty (30) before the Assessment Center team's first meeting.

J. ~~J.~~ The written test score plus any preference points shall count for forty percent (40%) of the candidate's total score, while the Assessment Center team evaluation shall count for sixty percent (60%) of the total score.

K. K. An Eligibility List expires two years after the examination has been scored.

APPENDICES A THROUGH E HAVE BEEN DELETED

APPENDIX ~~A~~F
GRIEVANCE FORM
GRIEVANCE FORM

Grievance # _____

Date Filed _____

Filed Through F.O.P.
Grievance Committee

Filed Independently
of F.O.P.

Name of Grievant: _____

Home Address: _____

Date Cause of Grievance Occurred: _____

Statement of Complaint of Grievant: (Attach supporting documents if appropriate)

Section of Agreement Alleged to Have Been Violated:

Remedy Sought:

Grievant's Signature

Date

cc: Grievant, AVP/Chief Human Resources Officer, F.O.P., Chief of YSU Police, [Director of Labor Relations](#) ~~Vice President for Administration~~

APPENDIX B6: YSU EVALUATION OF FOP BARGAINING UNIT MEMBER

PERFORMANCE STANDARDS FOR DISPATCHERS: Dispatchers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. Knowledge of law enforcement laws and procedures
2. Knowledge of communication procedures (i.e., radio, telephone, LEADS, Kidde Card, etc.)
3. Preparation of reports (i.e., written reports, communications, logs, etc.)
4. Appearance
5. Attitude/Personality
6. Dependability
7. Initiative
8. Cooperation with Supervisor
9. Judgment
10. Public Relations

Dispatchers in the FOP bargaining unit shall be evaluated on the following rating scale for each category:

- 0 = Poor
- 1. = Needs Improvement
- 2. = Adequate
- 3. = Average
- 4. = Good
- 5. = Very Good
- 6. = Excellent

Dispatchers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- 0-8 points: Poor
- 9-16 points: Needs Improvement
- 17-24 points: Adequate
- 25-33 points: Average
- 34-42 points: Good
- 43-51 points: Very Good
- 52-60 points: Excellent

PERFORMANCE STANDARDS FOR POLICE OFFICERS: Police Officers in the FOP bargaining unit shall be evaluated according to the following Categories:

1. (A) Firearms Proficiency
(B) Certification by the Ohio Peace Officers Council
2. Knowledge of law enforcement laws and procedures
3. Knowledge of communication procedures (i.e., radio, telephone, LEADS, Kidde Card, etc.)
4. Preparation of Reports (i.e., written reports, communications, logs, etc.)
5. Appearance

6. Attitude/Personality
7. Dependability
8. Initiative
9. Cooperation with Supervisor
10. Judgment
11. Public Relations

Police Officers in the FOP bargaining unit shall be evaluated on the following rating scale for each category (excluding Firearms Proficiency and Certification of Ohio Peace Officers Council, which are rated as Pass/Fail and Yes/No, respectively):

- 0 = Poor
- 1. = Needs Improvement
- 2. = Adequate
- 3. = Average
- 4. = Good
- 5. = Very Good
- 6. = Excellent

Police Officers in the FOP bargaining unit shall be evaluated on the following overall rating scale:

- 0-8 points: Poor
- 9-16 points: Needs Improvement
- 17-24 points: Adequate
- 25-33 points: Average
- 34-42 points: Good
- 43-51 points: Very Good
- 52-60 points: Excellent

COMMENTS AND FINAL ACTION: The evaluation shall also include comments by the Evaluator, the Chief of Police, and the bargaining unit member and action by Human Resources

FORMAT: The University reserves the right to change the format and the medium to display, use and store the evaluation.

DISPOSITION: A copy of the evaluation is electronically stored and available to the staff member at the time of completion for review and acknowledgement.

APPENDIX G

APPENDIX ~~CH~~
STANDARDS OF PROFICIENCY

YSU/F.O.P. STANDARDS OF PROFICIENCY: FIREARMS

Armed officers who are members of the YSU-F.O.P. bargaining unit shall meet and maintain the following standards of proficiency with firearms, in accordance with the provisions of Article 1~~6~~⁸ of the Agreement.

A. General Provisions:

1. All officers will be considered in active pay status during qualifications.
2. Firearms qualifications will be conducted at least once annually.
3. At the range, each officer's weapon(s) will be inspected by the range officer before being fired by the officer.
4. The bullet load for qualifications will be the same that is carried for duty.
5. An officer may use speed loaders/speed strips or magazines to reload ~~their~~^{his/her} weapon during qualifications.
6. Each officer's target will be scored at the range in the presence of the officer. Also, a copy of the score sheet will be provided to the officer within seven (7) days.
7. An officer who has secured the approval of the YSU Chief of Police to carry an alternate "plain clothes weapon" in accordance with the provisions of Section 2~~2~~³.1 of the Agreement shall be given two (2) opportunities annually to qualify with the "plain clothes weapon." (If the weapon is a 5-shot weapon, appropriate adjustments will be made in the Qualification Requirements specified in Section C.) If an officer fails to qualify with the "plain clothes weapon," it will cease to be approved for use under the provisions of Section 2~~2~~³.1.
8. At the range for qualification firing, each officer will use ~~their~~^{his/her} duty rounds as part of the ammunition required for qualification firing. Following qualification firing, ~~they~~^{he/she} will be issued new rounds of duty ammunition for ~~their~~^{his/her} weapon. Including duty ammunition for up two (2) speed loaders, speed strips or magazines.
9. If an officer fails to qualify with ~~their~~^{his/her} duty weapon, ~~they~~^{he/she} will be given two (2) hours of instruction and be given a second opportunity to fire for qualification within ~~fourteen~~^{ten} (1~~4~~⁰) ~~working~~ days following the first test for qualification. If the officer fails to qualify the second time, ~~they~~^{he/she} will receive an additional two (2) hours of instruction, and will be given a third opportunity to fire for qualification within

~~fourteen~~ (14) ~~working~~ days on duty following ~~their~~his/her second firing for qualification.

B. Training:

1. The University will make available adequate firing range facilities for training purposes at least twice a month. The date(s) and location(s) of these facilities will be announced following consultation with the F.O.P. The use of the Beeghly firing range will be used when at all possible before using firing ranges off campus.
2. For training purposes, the University will make available to each officer sixty (60) rounds of ammunition of duty weapon for use in the designated training facility twice each month. If reloads are made available, they will be of similar load to duty ammunition. In addition, each officer will be provided with a target for training purposes.

C. Qualification Requirements: All officers will be required to satisfactorily complete a firearms qualification course approved by the Executive Director of the Ohio Peace Officer Training Council (OPOTC). The University will meet and confer with the F.O.P. before submitting any revised course to the Executive Director of the OPOTC for approval.

APPENDIX D
CONFIDENTIAL
SCREENING EXAMINATION FORM

TO THE PHYSICIAN:

The purpose of this examination is to determine if the participant is healthy enough to safely participate in an exercise program. Specific data are necessary to design an appropriate program for the participant. Please provide all information requested, sign and return this form to:

NAME _____ DATE _____

AGE _____ SEX _____ HEIGHT _____ WEIGHT _____

TOTAL CHOLESTEROL _____ HDL _____ LDL _____

General physical examination abnormalities: (Please list those findings that might place the participant at risk for exercise; and attach copies of any local physical examination forms used.)

Please attach results of a symptom limited maximal exercise stress test and complete the following data:

MODE OF TESTING _____ DATE OF TEST _____

MAXIMUM WORKLOAD ATTAINED (METS, KGM, SPD, GRADE) _____

RESTING HEART RATE _____ MAXIMUM HEART RATE ATTAINED _____

RESTING BLOOD PRESSURE _____ MAXIMUM BLOOD PRESSURE _____

RESTING AND EXERCISE ELECTROCARDIOGRAM INTERPRETATION

(Please attach copy)

PLEASE LIST ALL LIMITATIONS AND RISKS FOR EXERCISE (Such as: medications, diabetes, orthopedic problems, epilepsy, etc.)

I have examined the above-named participant and find ~~them~~him/her to be in good/poor health and is/is not capable of safely participating in an exercise program.

Date _____ Signature _____

Please print physician's name, address and phone number:

APPENDIX E.J:
INSURANCE BENEFITS

Definitions:

Contract Period and **Fiscal Year** are defined as the 12-month period July – June

Funding Level—The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Effective July 1, 2018 and ending June 30, 2022:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Funding Rates are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third-Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

Actual Costs = Paid Claims + Fixed Costs – Prescription Drug Rebates

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1st, will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future

Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.



HCAC Target Reserve Policy

- I. Components of the Target Reserve:
 - a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
 - b. **Margin** - represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.
- II. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- III. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IV. This Reserve Policy should be integrated in the annual Funding Level Calculations:
 - a. A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
 - b. Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
 - c. Should the reserve balance fall below 25% of the projected annual costs, the Health Care Advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- V. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

EMPLOYEE CONTRIBUTIONS

Effective July 1, 2021, All employees shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selection. [Payment shall be deducted in equal amounts for each eligible employee's bi-weekly paychecks.](#)

INSURANCE BENEFITS

|  Youngstown State University Plan Year beginning July 1, 20218 PPO 90/10 In-Network Plan 70/30 Out-of-Network Plan  | | |
|---|--|-----------------|
| Benefits | Network | Non-Network |
| Benefit Period | January 1 st through December 31 st | |
| Dependent Age | Up to Age 26 Removal upon End of Month | |
| Older Age Child | Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense) | |
| Pre-Existing Condition Waiting Period | Not Applicable | |
| Blood Pint Deductible | 0 pints | |
| Overall Annual Benefit Period Maximum | Unlimited | |
| 3 month Deductible Carryover | Not Covered | |
| Benefit Period Deductible – Single/Family ¹ | \$250/\$500 | \$425/\$950 |
| Coinsurance | 90% | 70% |
| Coinsurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family | \$925/\$1,725 | \$2,000/\$4,000 |
| Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family | \$1,175/\$2,225 | \$2,425/\$4,950 |
| -Maximum Out-of-Pocket (MOOP) ⁵ | | |
| Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family | \$6,600 / \$13,200 | Does not apply |
| Physician/Office Services | | |

| | | |
|---|-----------------------|----------------------|
| Office Visit (Illness/Injury) ^{2,5} | \$15 copay, then 100% | 70% after deductible |
| Urgent Care Office Visit ^{2,5} | \$15 copay, then 100% | 70% after deductible |
| Advanced Practicing Nurse/Office Visit ^{2,5} | \$10 copay, then 100% | 70% after deductible |

| | | |
|---|----------------------|----------------------|
| All Immunizations – Medically Necessary | 90% after deductible | 70% after deductible |
| Administration of H1N1 | 100% | |

Preventive Services

| | | |
|--|------|----------------------|
| Preventive Services, in accordance with state and federal law³ | 100% | 70% after deductible |
| Routine Physical Exams (Age 21 and over) | 100% | 70% after deductible |
| Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21) | 100% | 70% after deductible |
| Routine X-rays, Labs and Medical Tests | 100% | 70% after deductible |
| Routine Colonoscopy | 100% | 70% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 70% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 70% after deductible |
| Routine PSA Test | 100% | 70% after deductible |
| Routine Vision Exam (One per benefit period) | 100% | 70% after deductible |
| Routine Hearing Exam (One per benefit period) | 100% | 70% after deductible |

Outpatient Services

| | | |
|---|----------------------|----------------------|
| Surgical Services | 90% after deductible | 70% after deductible |
| Diagnostic Services | 90% after deductible | 70% after deductible |
| Physical Therapy & Occupational Therapy - Facility and Professional | 90% after deductible | 70% after deductible |

| | | |
|---|-----------------------|----------------------|
| (40 visits combined per benefit period) | | |
| Chiropractic Therapy – Professional Only (12 visits per benefit period) | 90% after deductible | 70% after deductible |
| Speech Therapy – Facility and Professional (20 visits per benefit period) | 90% after deductible | 70% after deductible |
| Cardiac Rehabilitation | 90% after deductible | 70% after deductible |
| Emergency use of an Emergency Room ^{4,5} | \$75 copay, then 100% | |
| Non-Emergency use of an Emergency Room | 90% after deductible | 70% after deductible |
| Inpatient Facility | | |
| Semi-Private Room and Board | 90% after deductible | 70% after deductible |
| Maternity Services | 90% after deductible | 70% after deductible |
| Skilled Nursing Facility | 90% after deductible | 70% after deductible |
| Human Organ Transplants | 90% after deductible | 70% after deductible |
| Additional Services | | |
| Allergy Testing | 90% after deductible | 70% after deductible |
| Allergy Treatments | 90% after deductible | 70% after deductible |
| Ambulance Services includes Air | 90% after deductible | 70% after deductible |
| Durable Medical Equipment / Medical Supplies | 90% after deductible | 70% after deductible |
| Home Healthcare | 90% after deductible | 70% after deductible |
| Hospice Services | 90% after deductible | 70% after deductible |
| Private Duty Nursing | 90% after deductible | 70% after deductible |
| Weight Loss Services (including complications from weight loss surgical services) | 90% after deductible | 70% after deductible |
| Mental Health and Substance Abuse – Federal Mental Health Parity | | |
| Inpatient Mental Health and Substance | | |

| Abuse Services | | Benefits paid are based on corresponding medical benefits | | |
|---|---|---|---|--------------------------------------|
| Outpatient Mental Health and Substance Abuse Services | | | | |
| Prescription Drug | | A Network Provider (You will pay the least) | A Non-Network Provider (You will pay the most | |
| | Generic copay - home delivery Tier 1 | \$10 | Does Not apply | Covers up to a 90-day supply. |
| | Preferred brand copay – retail Tier 2 | 25% to maximum of \$30 | Does not apply | Covers up to a 30-day supply. |
| | Preferred brand copay – home delivery Tier 2 | 25% to a maximum of \$60 | Does not apply | Covers up to a 90-day supply. |
| | Non-Preferred brand copay – retail Tiers 3 | 25% to a maximum of \$70 | Does not apply | Covers up to a 30-day supply. |
| | Non Preferred brand copay – home delivery Tier # | 25% to a maximum of \$175 | Does not apply | Covers up to a 90-day supply. |
| | <u>Specialty Drugs</u> | Applicable drug tiers copay applies | Does not apply | Covers up to a 30-day supply. |

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage

listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.



¹ Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³ Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.

⁵Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

|   | | |
|---|--|---|
| Youngstown State University Plan Year beginning July 1, 2022 ¹ PPO 90/10 <u>85/15</u> In-Network Plan 70/30 <u>60/40</u> Out-of-Network Plan | | |
| Benefits | Network | Non-Network |
| Benefit Period | January 1st through December 31 st | |
| Dependent Age Older Age Child | Up to Age 26 Removal upon End of Month Ages 26 - 28 Removal upon End of Month (cost of coverage at the employee's expense) | |
| Pre-Existing Condition Waiting Period | Not Applicable | |
| Blood Pint Deductible | 0 pints | |
| Overall Annual Benefit Period Maximum | Unlimited | |
| 3 month Deductible Carryover | Not Covered | |
| Benefit Period Deductible – Single/Family ¹ | \$250 <u>\$350</u> / \$5 <u>\$700</u> | \$425 <u>\$1,600</u> / \$950 <u>\$3,200</u> |
| Coinsurance | 90 <u>85</u> % | 76 <u>60</u> % ¹ |
| Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family | \$925 <u>\$1,000</u> / \$1,725 <u>\$2,000</u> | \$2,000 / \$4,000 <u>Eliminated</u> |
| Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family | \$1,175 <u>\$350</u> / \$2,225 <u>\$700</u> | \$2,425 / \$4,950 <u>Does not apply</u> |
| -Maximum Out-of-Pocket (MOOP) ⁵ Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family | \$6,600 / \$13,200 | Does not apply <u>\$8,600</u> / <u>\$16,000</u> |
| Physician/Office Services | | |

| | | |
|---|---|---|
| Office Visit (Illness/Injury) ^{2,5} | \$ 15 <u>20</u> copay, then 100% | 7 <u>6</u> 0% after deductible |
| Urgent Care Office Visit ^{2,5} | \$ 15 <u>20</u> copay, then 100% | 7 <u>6</u> 0% after deductible |
| Advanced Practicing Nurse/Office Visit 2,5 | \$ 15 <u>0</u> copay, then 100% | 7 <u>6</u> 0% after deductible |
| All Immunizations – Medically Necessary | 90 <u>85</u> % after deductible | 7 <u>6</u> 0% after deductible |
| Administration of H1N1 | 100% | |
| Preventive Services | | |
| Preventive Services, in accordance with state and federal law ³ | 100% | 7 <u>6</u> 0% after deductible |
| Routine Physical Exams (Age 21 and over) | 100% | 7 <u>6</u> 0% after deductible |
| Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests (To age 21) | 100% | 7 <u>6</u> 0% after deductible |
| Routine X-rays, Labs and Medical Tests | 100% | 7 <u>6</u> 0% after deductible |
| Routine Colonoscopy | 100% | 7 <u>6</u> 0% after deductible |
| Routine Mammogram (One per benefit period) | 100% | 7 <u>6</u> 0% after deductible |
| Routine Pap Test (One per benefit period) | 100% | 7 <u>6</u> 0% after deductible |
| Routine PSA Test | 100% | 7 <u>6</u> 0% after deductible |
| Routine Vision Exam (One per benefit period) | 100% | 7 <u>6</u> 0% after deductible |
| Routine Hearing Exam (One per benefit period) | 100% | 7 <u>6</u> 0% after deductible |
| Outpatient Services | | |
| Surgical Services | 90 <u>85</u> % after deductible | 70% after deductible |
| Diagnostic Services | 90 <u>85</u> % after deductible | 70% after deductible |
| Physical Therapy & Occupational Therapy - Facility and Professional (40 visits combined per benefit period) | 90 <u>85</u> % after deductible | 70% after deductible |
| Chiropractic Therapy – Professional Only (12 visits per benefit period) | 90 <u>85</u> % after deductible | 70% after deductible |
| Speech Therapy – Facility and Professional (20 visits per benefit period) | 90 <u>85</u> % after deductible | 70% after deductible |
| Cardiac Rehabilitation | 90 <u>85</u> % after deductible | 70% after deductible |
| Emergency use of an Emergency Room ^{4,5} | \$ 75 <u>200</u> copay, then 100%; <u>waived if admitted</u> | |
| Non-Emergency use of an Emergency Room | 90 <u>85</u> % after deductible | 70% after deductible |
| Inpatient Facility | | |
| Semi-Private Room and Board | 90 <u>85</u> % after deductible | 7 <u>6</u> 0% after deductible |
| Maternity Services | 90 <u>85</u> % after deductible | 7 <u>6</u> 0% after deductible |
| Skilled Nursing Facility | 90 <u>85</u> % after deductible | 7 <u>6</u> 0% after deductible |
| Human Organ Transplants | 90 <u>85</u> % after deductible | 7 <u>6</u> 0% after deductible |
| Additional Services | | |

| | | |
|---|---|-----------------------------------|
| Allergy Testing | 90 85% after deductible | 76 0% after deductible |
| Allergy Treatments | 90 85% after deductible | 76 0% after deductible |
| Ambulance Services includes Air | 90 85% after deductible | 76 0% after deductible |
| Durable Medical Equipment / Medical Supplies | 90 85% after deductible | 76 0% after deductible |
| Home Healthcare | 90 85% after deductible | 76 0% after deductible |
| Hospice Services | 90 85% after deductible | 76 0% after deductible |
| Private Duty Nursing | 90 85% after deductible | 76 0% after deductible |
| Weight Loss Services (including complications from weight loss surgical services) | 90 85% after deductible | 76 0% after deductible |
| Mental Health and Substance Abuse – Federal Mental Health Parity | | |
| Inpatient Mental Health and Substance Abuse Services | Benefits paid are based on corresponding medical benefits | |
| Outpatient Mental Health and Substance Abuse Services | | |

1 Maximum family deductible. Member deductible is the same as single deductible.

2 The office visit copay applies to the cost of the office visit only.

3 Preventive services include evidence-based services that have a rating of “A” or “B” in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

4 Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.

5 Copays apply to the Maximum Coinsurance Out-of Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

| | A Network Provider (You will pay the least) | A Non-Network Provider (You will pay the most | |
|--|--|---|--------------------------------------|
| Generic Copay – retail Tier 1 | \$4 20% up to a maximum of \$5 | Does not apply | Covers up to a 30-day supply |
| Generic copay - home delivery Tier 1 | \$10 20% up to a maximum of \$15 | Does Not apply | Covers up to a 90-day supply. |
| Preferred brand copay – retail Tier 2 | 25% to maximum of \$350 | Does not apply | Covers up to a 30-day supply. |
| Preferred brand co-pay – home delivery Tier 2 | 25% to a maximum of \$670 | Does not apply | Covers up to a 90-day supply. |
| Non-Preferred brand copay – retail Tiers 3 | 25% to a maximum of \$750 | Does not apply | Covers up to a 30-day supply. |

| | | | |
|---|--|-----------------------|--------------------------------------|
| Non Preferred brand copay – home delivery Tier # | 25% to a maximum of \$180⁷⁵ | Does not apply | Covers up to a 90-day supply. |
| Specialty Drugs | Applicable drug tiers copay applies | Does not apply | Covers up to a 30-day supply. |

Definitions:

Contract Period and **Fiscal Year** are defined as the 12-month period July – June

Funding Level—The overall dollars needed to cover estimated health care expenses. The Funding Level will be converted to Funding Rates for the Contract Period:

Effective July 1, 20~~22~~⁴ and ending June 30, 20~~24~~⁴:

Medical = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs.

Rx = Expected Claims Liability + (Expected Claims Liability x 3-3/4%) + Fixed Costs

Dental = Fully insured rate as set forth by the dental insurance carrier

Vision = Fully insured rate as set forth by the vision insurance carrier

Should the dental or vision plans become self-insured in the future, the funding rates for those plans will be determined as follows:

Dental= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Vision= Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs

Funding Rates are based on a structure that includes Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents).

Expected Claim Liability is determined by the stop loss carrier and/or Third Party Administrator (TPA) for the Contract Period, and/or actuary for the health care consultant.

Actual Costs = Paid Claims + Fixed Costs – Prescription Drug Rebates

Fixed Costs = Administrative Costs + Stop Loss Premiums

Funding Rates for the medical, prescription drug, dental and vision plans each July 1st, will be determined using the formulas identified above to calculate Funding Level.

Effective with the proposed Plan changes, and future

Reserve

The University will maintain a health care Reserve in accordance with the guidelines outlined in the HCAC Target Reserve Policy.

HCAC Target Reserve Policy

- VI. Components of the Target Reserve:
- a. **IBNR Reserves** - represent the funds necessary to cover claims Incurred But Not Reported. For purposes of this contract, IBNR Reserves = 2.5 months of Expected Claims for medical, prescription drug, dental and vision claims. These are claims for which members have received services but the claims have not been paid or billed to the University; and
 - ~~b. **Margin** represents the difference between the Maximum Claim Liability (applies to medical only) and Expected Claims Liability set by the University's consultant. This amount is calculated by multiplying Expected Claims Liability by 125%.~~
- VII. Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.
- VIII. Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.
- IX. This Reserve Policy should be integrated in the annual Funding Level Calculations:
- ~~e.b.~~ A three-year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;
 - ~~e.c.~~ Should the reserve balance exceed 45% of the average of the annual actual cost, the Health Care Advisory Committee shall consider options, including premium holidays, and make recommendations intended to reduce the reserve balance. The average of the annual actual cost is defined to be the three-year average of the annual actual cost required to operate the health care plan for the previous three fiscal years. The annual actual costs for a particular fiscal year includes claims or premium costs including stop loss insurance, administrative expenses incurred from vendors and consultants, wellness expenditures, all legally required fees and taxes associated with the health care plan, and other expenses that may be required to effectively operate the health care plans.
 - ~~e.d.~~ Should the reserve balance fall below 25% of the projected annual costs, the Health Care advisory Committee may consider options and make recommendations intended to raise the reserve balance.
- X. An actuarial consultant will confirm annually that the reserve policy is properly aligned with the stop loss coverage and to identify risks associated with the coordinated policies.

~~EMPLOYEE CONTRIBUTIONS~~

~~Effective July 1, 2018, all bargaining unit members shall contribute fifteen (15) percent of the fully insured equivalent rate for their subscriber selections. Payments shall be deducted in equal amounts for each eligible bargaining unit members' semi-monthly paychecks.~~

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits.

Deductible and coinsurance expenses incurred for services by a network provider will not apply to the non-network deductible and coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated [rate](#) with the provider.

APPENDIX ~~FK~~
URINALYSIS PROCEDURES

- A. Whenever the University determines there is a need to have a reasonable suspicion drug test conducted on an employee, the employee will be notified of the test requirement just prior to being transported without delay to the medical facility or laboratory that will collect the urine sample. The following will be screened by the test: marijuana, cocaine, PCP, amphetamines, opiates, MDMA (ecstasy), heroin, barbiturates, benzodiazepines, methadone, propoxyphene, oxycodone and Vicodin. The employee will be accompanied by an officer of the YSU Police Department. Whenever an employee is selected for a random drug test ~~they~~~~he or she~~ will be permitted to transport ~~them~~~~him or herself~~ to the medical facility or laboratory.
- B. The room where the sample is obtained must be private and secure with documentation maintained that the area has been searched and is free of any foreign substance. Specimen collection will occur in a medical setting, and the procedures should not demean, embarrass or cause physical discomfort to the employee.
- C. The employee will be provided a sealed specimen container. Within the container used for the collection will be two containers used for the transport of the specimen.
- D. The containers will be new and free of contaminants.
- E. The employee will deposit a minimum volume of urine (at least 45cc's) in a specimen cup. This will then be divided and placed in the two containers by a representative of the collection site. An employee who is unable to provide an adequate sample initially will remain under observation until able to do so.
- F. A tamper proof seal will be used on the containers.
- G. The containers will be labeled in front of the employee.
- H. Each step in the collection and processing of the urine sample shall be documented to establish procedural integrity, and the chain of evidence.
- I. ~~Social security~~ Banner numbers will be used as a donor identifying number. This number will be utilized to identify the sample throughout the collection and testing phases of the urine screening. The purpose of the donor identifying number is to protect the identity of the donor providing the sample. Laboratory testing personnel will only have access to the identifying number and not the individual's name.
- J. The officer accompanying the employee will be assigned by the Chief of the YSU Police Department or ~~their~~~~his/her~~ designee.
- K. Positive drug screen results will be submitted to the Medical Review Officer (MRO) for prescription verification. The employee will be notified as soon as possible once results are

received. The employee will be given the opportunity to provide information regarding current medications and the pharmacy in which the prescriptions were filled or the facility in which the medication was given. The information provided will then be verified and the MRO will determine if the drug screen results will be considered positive or negative. The University will be notified of the findings following the investigation. If the drug screen is considered negative, the employer copy of the chain of custody will be marked as negative and signed by the MRO.

- L. In the event the first sample shows a presence of any illegal drug or narcotic the employee shall have the option of having the second sample tested (at ~~their~~his own expense) at another qualified laboratory. In this event, the first laboratory will be notified that the client would like the split specimen tested and the second sample, along with all documentation and chain of custody, will be forwarded to another accredited laboratory.

APPENDIX G
Overtime Aggregate Roster Procedures

1. The aggregate overtime roster will rank bargaining unit members from least total amount of overtime offered to the most amount of overtime offered. The available bargaining unit member with the lowest total amount of overtime offered will be offered overtime opportunities first followed by the available bargaining unit member with the second lowest total and so on.
2. ~~In the event~~ If multiple bargaining unit members have the same total number of overtime hours offered, then those members will be ranked by seniority.
3. Bargaining unit members who work overtime will be charged on the aggregate overtime roster for the actual time worked.
4. Bargaining unit members who refuse an overtime opportunity shall be charged on the aggregate over-time roster with the actual hours worked by the bargaining unit member who accepted the overtime opportunity.
5. Bargaining unit members are considered unavailable/will not be offered the overtime opportunity if the scheduled hours of the overtime opportunity fall within a time when they are already on duty, in court, working another overtime detail, etc.
6. Bargaining unit members who are on approved sick or FMLA leave will be considered unavailable/will not be offered overtime opportunities until they return to work.
7. Bargaining unit members who are on approved leaves that do not include sick or FMLA will only be unavailable/not be offered overtime opportunities for the actual hours they are on that approved leave.
8. If a bargaining unit member is offered multiple overtime opportunities whose times overlap and the bargaining unit member refuses them all, the bargaining unit member will only be charged on the aggregate over-time roster for the overtime opportunity totaling the least hours.
9. If all available bargaining unit members refuse an overtime opportunity offered and it goes unfilled, then all bargaining unit members who refused the overtime opportunity will be charged on the aggregate over-time roster for the total amount from the start time for the bargaining unit member for the event to the scheduled end of the event.
10. If the overtime callout begins within two (2) hours of the start time of the detail, the bargaining unit members who refuse the opportunity will not be charged for the refusal on the overtime aggregate roster.
11. Holiday pay is not considered overtime and will not be charged to a bargaining unit member's aggregate overtime roster total. If a bargaining unit member works/refuses

overtime on a holiday separate from the shift they received holiday pay for they will be charged on the aggregate over-time roster appropriately.

12. Overtime accrued from appearances in court on behalf of the department and training (this includes acting as an officer or dispatcher mentor/trainer, attending training as assigned by the university, and instructing training for other bargaining unit members as assigned by the university) will not be charged to the bargaining unit member's aggregate over-time roster total.
13. If a bargaining unit member accepts an overtime opportunity and then refuses it within 36 hours of that bargaining unit member's scheduled start time of the overtime opportunity, then they shall be charged on the aggregate over-time roster one and one half (1.5) times the actual number of hours worked by the bargaining unit member who accepted the overtime opportunity. If no bargaining unit member accepts the detail and it goes unfilled, then the bargaining unit member will be charged on the aggregate over time roster one half (1.5) times the total amount of hours from the start time for the bargaining unit member for the event to the scheduled end of the event.
14. The aggregate overtime roster will be completed by the FOP/OLC Associate or the FOP/OLC Alternate. A completed copy of the previous week's overtime aggregate roster will be posted in the Police Dept. Roll Call Room. A current week's overtime aggregate roster will be posted in dispatch.
15. Upon hiring of a new bargaining unit member, they will be credited with the average number of hours taken from the current hours totals of all bargaining unit members in the same classification on the aggregate over-time roster.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties herein, by their duly authorized officers and agents, have affixed their signatures.

**FOR THE FRATERNAL ORDER
OF POLICE:**

**FOR YOUNGSTOWN STATE
UNIVERSITY:**

~~Chuck Wilson~~Otto J. Holm, Jr.
F.O.P. Representative

James Tressel
President

Atty. Kevin M. Kralj
Chief Negotiator, Director Labor and
Employee Relations



**RESOLUTION REGARDING TERMS AND CONDITIONS FOR
CLASSIFIED LAW ENFORCEMENT EMPLOYEES EXCLUDED FROM
COLLECTIVE BARGAINING**

WHEREAS, the Board of Trustees ratified a collective bargaining Agreement with the Fraternal Order of Police, Ohio Labor Council, Inc., (F.O.P.) for the three-year period July 1, 2021 through June 30, 2024, which defines wages and other terms and conditions of employment for classified employees in the bargaining unit; and

WHEREAS, it is deemed to be equitable and in the best interest of the University to extend some of the provisions of the Agreement to classified law enforcement employees excluded from collective bargaining (Lieutenants); and

WHEREAS, those provisions are in the areas of pay, insurance, overtime compensation, holidays, vacation, leaves, uniforms and equipment, retirement, instructional fee remission and miscellaneous benefits.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University, that the following F.O.P. collective bargaining agreement articles and/or sections be extended to classified law enforcement employees who are excluded from collective bargaining: Article 4 (Pay); Article 5 (Insurance); Article 14 (Overtime), excluding Section 14.3; Article 15 (Holidays); Article 19 (Vacation) except to the extent it is inconsistent with ORC Sections 9.44 and 124.131 regarding the computation of prior service credit; Article 22 (Uniforms and Equipment); Article 25 (Retirement); Article 26 (Miscellaneous), excluding Section 26.4; and Article 31 (Instructional Fee Remission).

Board of Trustees Meeting

March 3, 2022

YR 2022-



**RESOLUTION TO RATIFY
PERSONNEL ACTIONS**

WHEREAS, the *Policies of the Board of Trustees* authorize the President to manage the University, including appointing such employees as are necessary to effectively carry out the operation of the University and any other necessary personnel actions; and

WHEREAS, new appointments and other personnel actions have been made subsequent to the December 2, 2021, meeting of the Board of Trustees; and

WHEREAS, such personnel actions are in accordance with the 2021-2022 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-9-02, Selection and Annual Evaluation of Administrative Officers of the University; 3356-7-42, Selection of Professional/Administrative Staff; and 3356-7-43, Externally Funded Professional/Administrative Staff;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the personnel actions attached hereto.



SUMMARY OF PERSONNEL ACTIONS

Professional Administrative and Faculty Employees

10/16/21 through 1/15/22

Appointments – 15

*New – 6

- Excluded – 2
- Externally Funded – 3
- Faculty – 1

*Replacement - 9

- Professional Administrative Externally Funded – 1
- Faculty – 2
- Professional Administrative Excluded – 1
- Professional Administrative Staff – 4
- Chair/Director – 1

Separations – 13

- Professional Administrative Externally Funded – 1
- Faculty – 5
- Professional Administrative Excluded – 2
- Professional Administrative Staff – 5

Reclassifications/Position Adjustments – 5

- Faculty – 1
- Professional Administrative Staff – 1
- Professional Administrative Excluded – 3

Promotions – 5

- Professional Administrative Externally Funded – 3
- Professional Administrative Excluded – 2

Salary Adjustments – 3

- Professional Administrative Excluded – 3



**YOUNGSTOWN
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One University Plaza, Youngstown, Ohio 44555
Office of Human Resources

TO: Board of Trustees, Youngstown State University
Mr. Charles T. George
Dr. Anita A. Hackstedde
Dr. John R. Jakubek
Mr. Joseph J. Kerola
Mr. Michael A. Peterson
Mr. James "Ted" Roberts, Esq.
Mr. Allen L. Ryan, Esq.
Mrs. Molly S. Seals
Mr. Eric A. Spiegel
Dr. Helen K. Lafferty
Ms. Elsa Khan, Student trustee
Ms. Galena Lopuchovsky, Student trustee

FROM: Dana Lantz, Director Equal Opportunity, Policy Development & Title IX

RE: 3356-2-02 Equal Opportunity and Affirmative Action Plan Report

DATE: February 21, 2022

Attached please find the Executive Summary Data of the Affirmative Action Plan. Included are the following reports:

2022 Affirmative Action Plan Job Group Analysis for Female and Minority for Y2021.

2021 Affirmative Action Protected Veteran Three Year Data Collection

2021 Affirmative Action Individuals with Disabilities Three Year Data Collection

2021 Affirmative Action Plan Placement Goals Analysis with 2022 Placement Goals

2022 Affirmative Action Plan - Action Oriented Programs for Females, Minorities, Veterans and Individuals with Disabilities

The complete 2022 Affirmative Action Plan is available for review in the Office of Equal Opportunity, Policy Development and Title IX.



2022 Affirmative Action Plan Job Group Analysis of Female and Minority Employees for Y2021.

Job Group Analysis 2021

| <u>Category</u> | <u>Total</u> | <u>Minority</u> | <u>Male</u> | <u>Female</u> |
|--|--------------|-----------------|-------------|---------------|
| 1- Executive, Administrative, Managerial | 158 | 8 | 77 | 81 |
| 2- Faculty | 1051 | 138 | 499 | 552 |
| 3- Professional/Non-Faculty | 341 | 53 | 152 | 189 |
| 4- Clerical/Secretarial | 125 | 16 | 13 | 112 |
| 5- Technical / Paraprofessional | 61 | 6 | 34 | 27 |
| 6- Skilled Crafts | 7 | 0 | 6 | 1 |
| 7- Service Maintenance | 205 | 24 | 36 | 34 |

Employee Total Analysis 2021

| | <u>White</u> | <u>Black</u> | <u>Hispanic</u> | <u>Asian</u> | <u>Pac.</u> | <u>Nat Am</u> | <u>Two+</u> | <u>Total</u> |
|--------|--------------|--------------|-----------------|--------------|-------------|---------------|-------------|--------------|
| Male | 811/42% | 67/3% | 23/1% | 33/2% | 0 | 1 | 5 | 940/48% |
| Female | 882/45% | 57/3% | 23/1% | 34/2% | 0 | 2 | 10 | 1008/52% |
| Total | 1693/86% | 124/7*% | 46/2% | 67/3% | 0 | 3 | 15 | 1948 |

*All calculations were rounded by ½ percent. Category raw data that did not meet 1% were not listed as %.

YEAR TO YEAR COMPARISON

| | <u>2019</u> | <u>2020</u> | <u>2021</u> |
|-----------------|-------------|-------------|-------------|
| Total Employees | 1962 | 2073 | 1948 |
| Female | 51% | 52% | 52% |
| Minority | 13% | 13% | 13% |

Important note: Workforce decreased by 6% and the female and minority percentages remained constant.

*Data from 2019, 2020 derived from the March 2021 Board of Trustees meeting report.

Protected Veterans Three Year Data Collection

**Youngstown State University
Youngstown, OH**

| Required Data | January 1, 2019 through December 31, 2019 | January 1, 2020 through December 31, 2020 | January 1, 2021 through December 31, 2021 |
|--|--|--|--|
| Number of applicants who self-identify as protected veterans pre-offer | 270 | 86 | 202 |
| Total number of job openings | 300 | 152 | 220 |
| Total number of jobs filled | 300 | 152 | 220 |
| Total number of applicants for all jobs | 5172 | 1402 | 4847 |
| Total number of protected veteran applicants hired | 5 | 2 | 7 |
| Total number of applicants hired | 239 | 118 | 167 |

Individuals with Disabilities Three Year Data Collection

**Youngstown State University
Youngstown, OH**

| Required Data | January 1, 2019 through December 31, 2019 | January 1, 2020 through December 31, 2020 | January 1, 2021 through December 31, 2021 |
|---|--|--|--|
| Number of applicants who self-identify as individuals with disabilities pre-offer | 106 | 47 | 168 |
| Total number of job openings | 300 | 152 | 220 |
| Total number of jobs filled | 300 | 152 | 220 |
| Total number of applicants for all jobs | 5172 | 1402 | 4847 |
| Total number of applicants with disabilities hired | 0 | 0 | 0 |
| Total number of applicants hired | 239 | 118 | 167 |



2021 Affirmative Action Plan Placement Goals Analysis with 2022 Placement Goals

Placement Goals

The 2022 Affirmative Action Plan incorporates all one thousand nine hundred forty eight (1948) current employees, including two hundred fifty-five (255) minorities and one thousand eight (1008) females. The employees are categorized into twenty-four (24) Job Groups.

Legal Standard: We must compare the percentage of minorities and women in each job group with the availability for those job groups as calculated in this AAP. 41 C.F.R. § 60-2.13 to 60.2.15. When the percentage of minorities or women in a job group is less than would be reasonably expected given their availability, we are required to establish placement goals, which also serve as reasonably attainable objectives to measure progress toward achieving equal employment opportunity. 41 C.F.R. § 60-2.16.

Placement goals are established as a percentage equal to the calculated availability and serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. 41 C.F.R. § 60- 2.16. Although we are required to make good faith efforts to meet its goals, the goals are not allowed under law to be quotas (with the exception of a few circumstances, such as when there is a court order to remedy prior unlawful discrimination.)

Analysis: Of the twenty-four (24) job groups, the following seven (7) contain goals for the hiring of women or minorities.

| Group | Goal | Goal met | Goal hires/Total hires¹ |
|-------------------------------|--|-----------------|---|
| 1C Directors and Chairs | Y2021 18.4% Minority Y2022 20.5% Minority | Yes* | 5/9 - 1 min., 4 female |
| 2A Professors | Y2021 51.7% Female Y2022 52.2% Female | No | 3/6 -1 min., 2 female |
| 2B Associate Professors | Y2021 58.4% Female Y2022 57.2% Female | No | 4/7 - 1 min., 3 female |
| 2D Instructors | Y2021 24.9% Minority Y2022 28.8% Minority | Yes | 20/27 - 7 min., 13 fem |
| 2E Other Lecturer/Teach Staff | Y2021 27% Minority, 59.8% F Y2022 30.1% Minority, 54.3% F | Yes* Yes* | 3/4 - 1 min., 2 female |
| 3C Athletic Professional | Y2021 36.7% Female Y2022 39.8% Female | Yes | 6/13 - 1 min., 5 female |
| 7B Service Maintenance | Y2021 25.4% Female | No | 1/10 -1 minority |

¹ Goal hires includes any minority or female candidates who were hired during the 2021 calendar year. Total hires is the number of all candidates hired including goal hires.



**YOUNGSTOWN
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One University Plaza, Youngstown, Ohio 44555
Office of Human Resources

Y2022 14.4% Female¹

Progress Toward Goals

One of the key components to the effective implementation of an AAP is the acknowledgement of progress toward the goals established in the utilization analysis of the preceding year.

*While the Actual placement rate was not met, significant progress was made based upon the number of placements to identify these areas as having met the goals.

Per the report by Outsolve and based upon the data analysis, categories where the goals were not met, the data reveals that there were a limited number of openings and/or lack of qualified applicants.



2022 Affirmative Action Plan Action Oriented Programs for Females, Minorities, Veterans and Individuals with Disabilities.

Action Oriented Programs

YSU's is committed to fully implementing the Affirmative Action Plan developed for 2022. Commitment requires periodic review of its total employment process to determine whether impediments to Equal Opportunity exist pursuant to 41 CFR S. 60-2.17(b). The review of the 2021 data resulted in the following action-oriented programs or actions pursuant to 41 CFR S. 60-2.17(c) that we want to highlight:

1. **Workforce**: Analysis of the workforce by organizational unit and job group to effectively identify minority and female utilization and distribution. Presently there are twenty-four (24) job groups. **Job Placement goals for the hiring of females and minorities have been established in seven (7) of the twenty-four (24) job groups.**

A review of the job groups reveals that the instructor category has 671 of the total 1948 employees. Said category contains both full time and part time positions teaching positions. In order to aid in accurately assessing the distribution of the workforce, it has been determined an additional job group shall be created to distinguish between full-time and part-time positions. Further analysis of all job group categories is ongoing to determine category sufficiency and accuracy.

Quarterly audit reports of the AAP workforce data will be prepared and provided to the Board of Trustees quarterly documenting hiring, promotion and tenure.

2. **Compensation**: Analysis of compensation systems to determine if disparities exist in gender, race or ethnicity. The Office of Human Resources has undertaken a compensation and classification analysis across all positions. The analysis is ongoing and will be completed this year. Results of the analysis will be used in the job group analysis; in identifying any disparities and in recruitment and outreach.

3. **Search and Hiring Procedures**: We conducted an analysis of selection, recruitment and other personnel procedures and said analysis will be ongoing. The Office of Equal Opportunity, in consultation with the Office of Organizational Development, has revised the Search and Hiring Process to expand the role of the Office of Equal Opportunity. A discussion of the revised process is contained in the Recruitment and Outreach materials following this report.



TO: Board of Trustees, Youngstown State University
Mr. Charles T. George
Dr. Anita A. Hackstedde
Dr. John R. Jakubek
Mr. Joseph J. Kerola
Mr. Michael A. Peterson
Mr. James "Ted" Roberts, Esq.
Mr. Allen L. Ryan, Esq.
Mrs. Molly S. Seals
Mr. Eric A. Spiegel
Dr. Helen K. Lafferty
Ms. Elsa Khan, Student trustee
Ms. Galena Lopuchovsky, Student trustee

FROM: Dana Lantz, Director Equal Opportunity, Policy Development & Title IX

RE: Recruitment and Outreach

DATE: February 21, 2022

The Office of Equal Opportunity, Policy Development and Title IX supports Youngstown State University's commitment to promote human and intellectual diversity by fostering an inclusive environment for all members of the University Community. To that end the Office of Equal Opportunity recognizes that a diverse faculty and staff will help the University fulfil its commitment. Beginning in 2021, additional emphasis has been placed on recruitment and outreach designed to attract qualified applicants from diverse backgrounds. The Recruitment and Outreach Program is a comprehensive approach to recruitment involving HR Talent Acquisition, Organizational Development, Equal Opportunity, the Office of Diversity, Equity and Inclusion and members of our University Administration, faculty, and community. Each department and member play a key role in accomplishing the goal.

Guidance on the diversity of our workforce particular areas of emphasis are provided by the University Affirmative Action Plan which has recently been completed. The plan provides a statistical analysis of our workforce and applicant pools and identifies annual goals for minority and female hiring. Using the AAP as a starting point, quarterly audit reports will be presented to the Board and will identify hiring, promotion and terminations and their effect on the Affirmative Action goals.

Laying the Foundation

The Office of Human Resources is currently integrating a new talent management software system to replace the current People Admin system. While this system supports the entire employment lifecycle, it will enhance the recruitment and outreach efforts of the University. The Department of Human Resources, Office of Organizational Development and the Office of Equal Opportunity have been collaborating on how and where



the University posts its positions as well as the interview and search process and how to effectively incorporate them into the new module.

Contemporaneously, the Office of Organizational Development began a classification and compensation study of all positions at the university. Classification and Compensation studies are an effective tool in creating equity for all employees. This study will ensure that the University has a consistent methodology for classifying work with an objective university wide perspective. It is also instrumental to determine compensation and to manage it equitably. It allows the university to stay competitive in the search for and recruitment of talent as well as employee retention.

Revised Search and Hiring Process

The Office of Organizational Development develops and modifies position descriptions and posting templates for all job postings with the input of the departments or divisions. As part of the Recruitment and Outreach Program, the Office of Equal Opportunity will review the position descriptions to ensure inclusive language that welcomes all applicants, not just those from specific backgrounds, perspectives or prescribed genders. Further, the Office of Equal Opportunity will evaluate the minimum and preferred qualifications to ensure that work experience coordinates with position responsibilities in order to not systemically exclude those who have education and talent but may not have had the opportunity to gain extensive experience.

The Office of Equal Opportunity will work with Search Chairs and the Office of Human Resources to identify opportunities for outreach. In addition, the Human Capital Management Analysts will utilize posting sites such as Higher Ed Jobs (with Diversity tags where appropriate) Higher Education Recruitment Consortium, Handshake, and YSU's webpage. An HBCU database has been created and other minoritized group contacts such as OCCHA have been identified for outreach opportunities to assist in outreach by Search Chairs, Deans and Chairs to identify qualified applicants. Additional online posting opportunities that reach large audiences, such as Indeed and Monster will also be available for posting.

The formation of Search Committees is a vital function of Recruitment and Outreach. The Office of Equal Opportunity leads the training of Search Committee members. Because the NEO ED module will replace People Admin, we have a custom-made opportunity to revamp how we train a search committee. We are creating interactive training focusing on the equity principles of hiring the best candidates for our University. In conjunction with the Office of Diversity, Equity and Inclusion, search committees will receive information necessary to understand what bias is, how to recognize it and most importantly how to eliminate it from the search process. The training will emphasize the benefits of a diverse faculty and workforce. The Office of Equal Opportunity will educate the committees on how to develop and utilize an effective rubric to review submitted materials, how to interview and assess candidates; and how to effectively screen references.

While the Search Process is conducted by the Committee, the Office of Equal Opportunity participates throughout the process. The Office of Equal Opportunity reviews all requests for interviews to ensure that all protected class applicants are afforded an opportunity to interview if they meet the position qualifications.



Expanded Efforts

This past year a pilot program for part time faculty was undertaken to outreach to alumni to solicit a diverse applicant pool in the Social Work Department. This year the Office of Equal Opportunity will expand the pilot program to other departments and part time faculty positions. When reviewing the current AAP data and setting goals, we have identified the part-time faculty (Instructor) category as an area where we can utilize our Recruitment and Outreach Strategy to effectively work towards our placement goals. In addition to utilizing alumni outreach, we will use local resources identified in the Ohio Department of Administrative Services Diversity Resource Guide and local organizations to reach out to minority and female candidates.

Division of Finance & Business Operations Assessment of Financial Services

Board of Trustees University Affairs Committee
March 2, 2022



**YOUNGSTOWN
STATE
UNIVERSITY**

Assessment of Financial Services Content Overview

Page/Slide

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- Customer satisfaction survey results..... 19 - 20



Mission and Quality Statements – Financial Services

Linking to the University's *Plan for Strategic Actions to Take Charge of our Future*, and specifically the Plan for Support Area Actions, the following guiding statements were established.

Mission Statement:

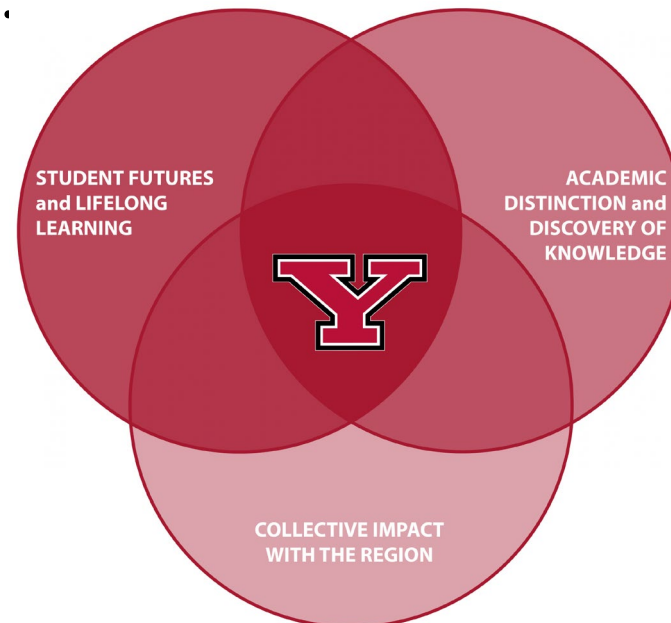
- To provide a foundation of multifaceted administrative and financial support to enable the University to function and thrive.

Quality Statements:

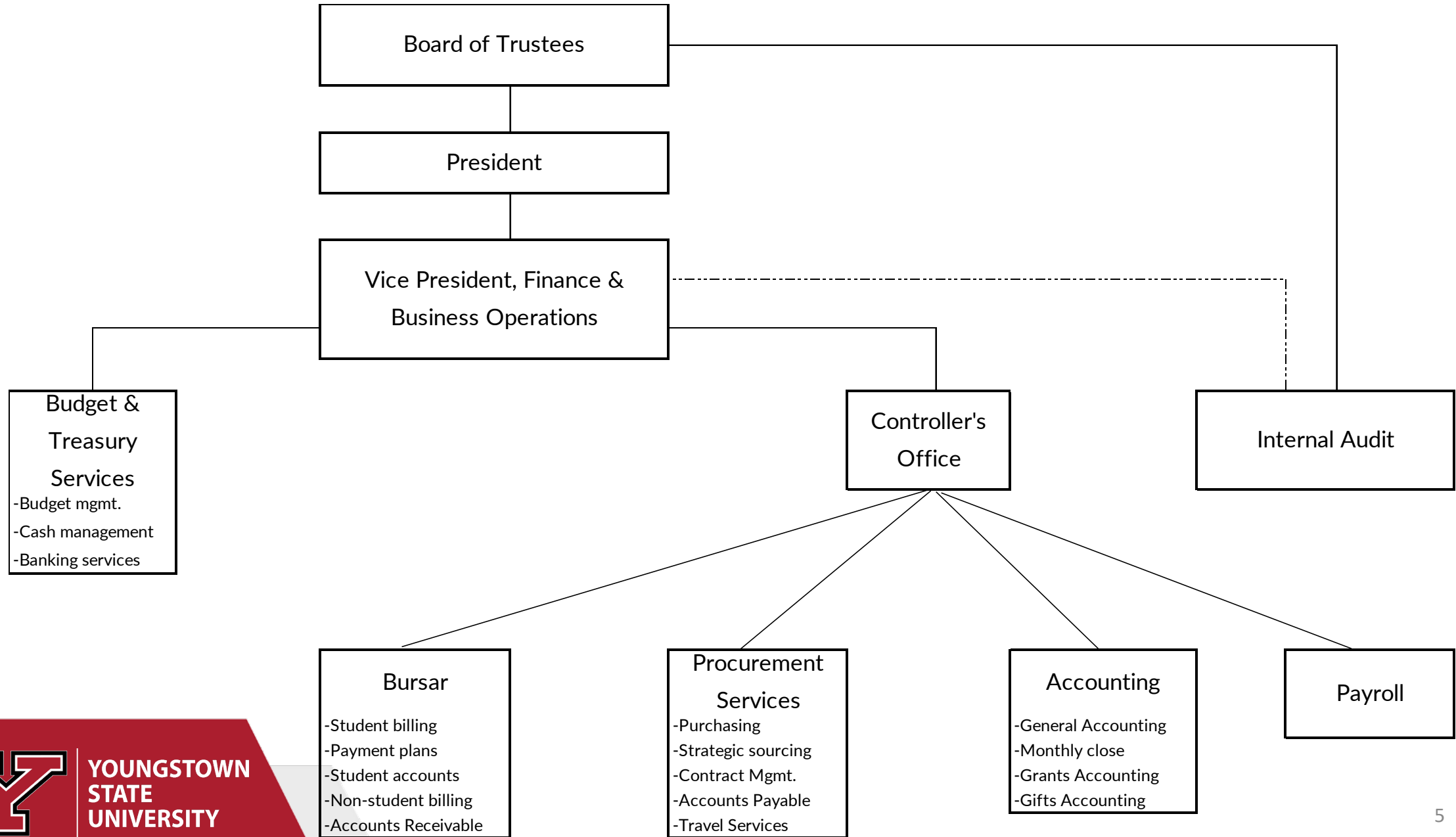
- YSU Finance Operations support the academic excellence of the University by striving to serve the needs of the university, colleges, students, faculty and staff.
- Exemplifying the notion of *institutional support*, we ensure a solid underpinning of administrative and capital infrastructure that is essential to every aspect of the University's operation.
- Data that we manage and/or produce helps to ensure the University's financial solvency through resource management and fiscal stewardship.
- Data that we manage and/or produce supports decision-making at both the macro- and micro-levels, while at the same time ensuring regulatory compliance.
- Operating support is provided to all campus departments for services including purchasing, travel, departmental budget management, student accounts, payroll, grants accounting and more.

Attribute Statements – Financial Services

- Standard and required reports provided to the Board of Trustees, executive management and other campus stakeholders are published and distributed regularly, adding value to the University’s decision-making processes.
- Key reports are made available to the entire campus community and shared directly with campus stakeholders, enabling financial planning and alignment of priorities.
- Operating support services are provided to the entire campus community in a timely and efficient manner.



Organization Chart - Financial Services



Financial Services Staff Salary Comparisons - Ohio Public Universities, FY 2021*

| FY 2021 | Bowling Green State | Kent State University | Miami University | NEO Medical University | Ohio University | University of Akron | University of Cincinnati | Wright State University | Youngstown State University | Average | YSU vs. Average |
|--|---------------------|-----------------------|------------------|------------------------|-----------------|---------------------|--------------------------|-------------------------|-----------------------------|-----------|-----------------|
| Accounting / Controller | | | | | | | | | | | |
| Chief Accounting Officer or Controller | \$124,848 | \$130,869 | \$133,800 | - | \$152,480 | - | \$168,487 | \$120,000 | \$124,116 | \$136,371 | -9.0% |
| Deputy Controller | \$104,040 | - | - | - | \$135,259 | \$69,171 | \$130,000 | \$85,180 | \$89,674 | \$102,221 | -12.3% |
| Accounting Unit Supervisor | - | \$65,378 | - | \$78,200 | \$78,673 | \$62,215 | - | \$63,826 | \$70,374 | \$69,778 | 0.9% |
| Accountant - Senior | \$60,110 | \$52,946 | \$60,479 | \$65,319 | - | \$55,364 | \$62,452 | \$60,000 | \$61,859 | \$59,816 | 3.4% |
| Restricted Funds Accountant | - | - | - | \$51,700 | \$50,500 | \$46,784 | - | \$40,000 | \$57,794 | \$49,356 | 17.1% |
| Accounting Assistant or Clerk | \$42,776 | \$25,584 | \$37,901 | \$37,979 | \$33,170 | \$43,569 | - | \$34,810 | \$42,158 | \$37,243 | 13.2% |
| Accountant | \$52,122 | \$46,049 | \$49,271 | \$51,350 | \$53,916 | \$43,155 | \$51,050 | \$42,386 | \$33,508 | \$46,979 | -28.7% |
| Audit | | | | | | | | | | | |
| Chief Audit Officer | \$128,245 | \$130,650 | \$136,203 | - | - | \$122,200 | \$161,275 | \$140,000 | \$78,000 | \$128,082 | -39.1% |
| Auditor | \$71,400 | \$66,200 | \$63,127 | - | \$66,080 | \$45,000 | \$59,915 | \$57,000 | - | \$61,246 | N/A |
| Budget | | | | | | | | | | | |
| Chief Budget Officer | \$150,628 | \$124,800 | \$172,494 | - | \$155,823 | \$105,601 | \$127,344 | \$110,000 | - | \$135,241 | N/A |
| Deputy Head - Budget | - | - | \$104,512 | - | \$138,395 | - | - | \$84,889 | \$68,472 | \$99,067 | -30.9% |
| Budget Analyst - Senior | - | \$65,229 | \$61,034 | - | \$70,474 | \$54,012 | \$69,456 | \$55,000 | \$66,000 | \$63,029 | 4.7% |
| Budget Unit Supervisor - Manager | - | - | \$120,710 | \$77,500 | \$72,601 | - | - | - | - | \$90,270 | N/A |
| Budget Analyst | - | - | \$64,202 | - | \$56,107 | \$53,264 | \$52,140 | - | - | \$56,428 | N/A |
| Bursar | | | | | | | | | | | |
| Bursar | \$101,853 | - | \$88,507 | - | \$109,823 | \$102,714 | \$112,200 | \$150,000 | \$88,844 | \$107,706 | -17.5% |
| Deputy Bursar | \$63,242 | \$65,699 | - | - | \$95,892 | \$60,255 | \$86,769 | \$69,113 | \$67,942 | \$72,702 | -6.5% |
| Student Acct. Receivables Manager | - | - | - | - | \$59,129 | - | - | \$62,766 | \$60,266 | \$60,720 | -0.7% |

Financial Services Staff Salary Comparisons - Ohio Public Universities, FY 2021* (continued)

| FY 2021 | Bowling Green State | Kent State University | Miami University | NEO Medical University | Ohio University | University of Akron | University of Cincinnati | Wright State University | Youngstown State University | Average | YSU vs. Average |
|-------------------------------------|---------------------|-----------------------|------------------|------------------------|-----------------|---------------------|--------------------------|-------------------------|-----------------------------|-----------|-----------------|
| Payroll | | | | | | | | | | | |
| Chief Campus Payroll Administrator | \$78,318 | - | \$103,500 | - | \$73,824 | \$71,248 | \$127,344 | \$63,826 | - | \$86,343 | N/A |
| Payroll Associate or Coordinator | - | \$36,601 | \$42,619 | \$39,090 | \$44,512 | \$40,776 | \$48,152 | \$45,716 | \$49,000 | \$43,308 | 13.1% |
| Purchasing | | | | | | | | | | | |
| Chief Purchasing Officer | \$105,570 | \$98,721 | \$162,975 | - | - | \$85,729 | \$156,810 | \$117,311 | \$78,400 | \$115,074 | -31.9% |
| Deputy Head - Purchasing | - | - | \$93,858 | - | \$58,913 | - | \$62,131 | \$70,699 | \$60,820 | \$69,284 | -12.2% |
| Purchasing Specialist | - | - | - | \$46,200 | \$36,522 | \$45,981 | - | \$34,344 | - | \$40,762 | N/A |
| Materials Management Buyer | - | - | \$63,900 | - | \$39,560 | \$50,733 | - | - | - | \$51,398 | N/A |
| Materials Management Buyer - Senior | - | - | \$61,675 | - | \$48,339 | \$61,145 | \$72,637 | - | - | \$60,949 | N/A |
| Treasury & Investment | | | | | | | | | | | |
| Investment Analyst - Officer | - | - | \$127,500 | - | - | - | \$220,000 | - | - | \$173,750 | N/A |
| Chief Investment Officer | - | - | \$186,969 | - | \$146,835 | - | \$405,000 | - | - | \$246,268 | N/A |
| Treasurer | - | \$109,180 | - | - | \$141,400 | \$82,649 | \$179,174 | - | - | \$128,101 | N/A |
| VP / Finance Executive | | | | | | | | | | | |
| Chief Business Officer | \$333,969 | \$277,002 | \$338,508 | \$190,000 | \$327,726 | \$320,000 | \$340,966 | \$301,380 | \$175,650 | \$289,467 | -39.3% |
| Chief Financial Officer | - | \$180,345 | - | - | - | - | \$262,648 | \$158,809 | - | \$200,601 | N/A |

*SOURCE: College & University Professional Association (CUPA). Data for Central State, Ohio State, and Shawnee State universities were incomplete or not otherwise reported to CUPA-HR.

IPEDS Occupational Category: *Business and Financial Operations** Ohio Public Universities

| Ohio Public Universities | Total Staff # Fall 2020* | E&G Budget** | Staff per \$10M of budget |
|------------------------------------|-----------------------------|----------------------|------------------------------|
| Bowling Green University | 104 | \$305,427,000 | 3.41 |
| Central State University | 39 | \$65,000,000 | 6.00 |
| Cleveland State | 136 | \$311,519,000 | 4.37 |
| Kent State University | 450 | \$659,544,203 | 6.82 |
| Miami University | 284 | \$744,196,130 | 3.82 |
| NEOMED | 48 | \$84,000,000 | 5.71 |
| Ohio State University | 2,242 | \$2,084,378,000 | 10.76 |
| Ohio University | 172 | \$732,000,000 | 2.35 |
| Shawnee State University | 9 | \$44,771,000 | 2.01 |
| University of Cincinnati | 681 | \$981,000,000 | 6.94 |
| University of Akron | 134 | \$246,840,000 | 5.43 |
| University of Toledo | 147 | \$807,000,000 | 1.82 |
| Wright State University | 90 | \$227,700,000 | 3.95 |
| Youngstown State University | 75 | \$172,612,881 | 4.34 |
| Average | 329 | \$533,284,872 | 4.84 |
| Average without OSU | 182 | \$413,970,016 | 4.38 |

*Source: National Center for Education Statistics - Integrated Postsecondary Education Data System (IPEDS), <https://nces.ed.gov/ipeds/use-the-data>

**E&G budget information sourced from individual university websites and reflects unrestricted educational and general revenues; years of data available varies by institution but ranges from FY19 to FY22.

IPEDS Occupational Category: *Business and Financial Operations** Select Peer Universities

| Select Peer Universities | Total Staff # | E&G Budget** | Staff per \$10M |
|--|---------------|----------------------|-----------------|
| | Fall 2020* | | of budget |
| Austin Peay State University (TN) [†] | 12 | \$150,235,000 | 0.80 |
| Central Connecticut State University | 51 | \$233,317,904 | 2.19 |
| Central Washington University | 131 | \$215,156,000 | 6.09 |
| Eastern Kentucky University [†] | 208 | \$276,087,000 | 7.53 |
| Eastern Washington University | 54 | \$181,928,000 | 2.97 |
| Purdue University Fort Wayne | 99 | \$154,000,000 | 6.43 |
| Saint Cloud State University (MN) | 55 | \$166,661,000 | 3.30 |
| Southeastern Louisiana University | 74 | \$123,316,000 | 6.00 |
| University of Central Missouri [†] | 121 | \$153,600,000 | 7.88 |
| University of Central Oklahoma | 86 | \$174,549,000 | 4.93 |
| Youngstown State University | 75 | \$172,612,881 | 4.34 |
| Average | 88 | \$181,951,162 | 4.77 |
| Average without outliers [†] | 81 | \$179,268,541 | 4.71 |

[†]Outliers based on survey sample.

*Source: National Center for Education Statistics - Integrated Postsecondary Education Data System (IPEDS), <https://nces.ed.gov/ipeds/use-the-data>.

**E&G budget information sourced from individual university websites and reflects unrestricted educational and general revenues; years of data available varies by institution but ranges from FY19 to FY22.

Key Performance Indicators – Financial Services

| Ohio Senate Bill 6 financial ratio scores, FY 2021 | Result | Status |
|---|---------------------|---------------|
| Composite Score | 4.2 | ● |
| Net Operating Ratio score | 5 | ● |
| Viability Ratio score | 4 | ● |
| Primary Reserve Ratio score | 4 | ● |
| Bonded Indebtedness Ratings, 2021 | | |
| | Result | Status |
| Moody's Investment Services | A2/stable outlook | ● |
| Standard & Poor's | A+/negative outlook | ● |
| External Audit results, FY 2021 (Plante Moran) | | |
| | Result | Status |
| Audit findings | None | ● |
| Internal control deficiencies identified | None | ● |
| Material weaknesses identified | None | ● |
| Designated as low-risk auditee? | Yes | ● |

● Good/satisfactory

● Caution

● Warning



Key Performance Indicators – Financial Services (continued)

| Ohio Department of Higher Education quarterly questionnaire, FY 2022 | Result | Status |
|--|--------|--------|
| Request an advance in state subsidy? | No | ● |
| Fail to make payments to retirement systems? | No | ● |
| Fail to meet payroll? | No | ● |
| Fail to meet debt service obligations? | No | ● |
| Fail to make vendor payments? | No | ● |
| Unanticipated decrease in operating cash? | No | ● |
| An increase in uncollectible accounts receivable? | No | ● |
| Unanticipated capital purchases? | No | ● |
| Unanticipated losses (casualty or investment)? | No | ● |
| Abnormal increase in liabilities? | No | ● |

● Good/satisfactory

● Caution

● Warning

Operational Statistics – Financial Services

| BURSAR | FY2019 | FY2020 | FY2021 |
|--|---------------|---------------|---------------|
| Student accounts receivable at 6/30 | \$7,420,998 | \$6,629,274 | \$6,438,289 |
| Allowance for student account receivable at 6/30 | \$3,289,495 | \$2,937,779 | \$1,073,988 |
| Net student accounts receivable at 6/30 | \$4,131,503 | \$3,691,495 | \$5,364,301 |
| Student accounts receivable write-offs | \$1,235,060 | \$1,036,452 | \$579,118 |
| New payment plans | 371 | 274 | 271 |
| Paid in full as of 2/15/22 | 60% | 54% | 88% |
| Active as of 2/15/22 | 16% | 23% | 8% |
| Default as of 2/15/22 | 24% | 23% | 4% |
| IRS Form 1098T's issued * | 11,670 | 11,669 | 11,220 |
| Student refund direct deposits issued | 13,413 | 19,832 | 18,782 |
| CONTROLLER | FY2019 | FY2020 | FY2021 |
| Active funds | 2,111 | 2,247 | 2,292 |
| All new funds | 232 | 222 | 180 |
| New grant funds | 63 | 85 | 75 |
| General ledger journal documents | 1,574 | 1,448 | 1,375 |
| General ledger journal transaction postings | 12,053 | 10,942 | 11,712 |
| IRS Form 1042's issued * | 30 | 30 | 40 |
| IRS Form 1099's issued * | 146 | 90 | 131 |
| Banner Finance security applications | 322 | 182 | 321 |
| PAYROLL | FY2019 | FY2020 | FY2021 |
| Direct deposits issued | 65,850 | 63,080 | 52,914 |
| Checks issued | 884 | 828 | 601 |
| IRS Form W-2's issued * | 4,268 | 3,864 | 3,725 |

Operational Statistics– Financial Services (continued)

| PROCUREMENT | FY2019 | FY2020 | FY2021 |
|--|--------------|--------------|--------------|
| Purchase order count | 7,993 | 6,770 | 5,727 |
| Total spend on purchase orders | \$52,047,672 | \$50,670,018 | \$50,504,600 |
| Total spend on purchase orders (with contract) | \$48,002,672 | \$50,104,226 | \$48,942,643 |
| Percent of spend on contract | 92% | 99% | 97% |
| Total spend on purchase orders (without contract) | \$4,045,000 | \$565,792 | \$1,561,957 |
| Procurement card spend | \$3,147,205 | \$2,787,075 | \$2,282,412 |
| Procurement card rebate | \$78,613 | \$41,544 | \$54,678 |
| Savings from shared contracts | \$2,002,658 | \$3,960,365 | \$3,055,026 |
| Diversity spend as % of addressable goods and services | 9.83% | 9.89% | 5.75% |
| EDGE spend as % of addressable goods, services, construction | 4.87% | 1.18% | 5.43% |
| Number of projects bid | 21 | 14 | 12 |
| Travel documents | 3,596 | 2,425 | 548 |
| Student refund checks issued | 6,914 | 10,849 | 10,210 |
| Operating checks issued | 9,290 | 7,809 | 5,464 |
| Operating direct deposits issued | 1,486 | 1,098 | 463 |
| Invoices | 15,482 | 13,877 | 12,525 |
| BUDGET & TREASURY SERVICES | FY2019 | FY2020 | FY2021 |
| International Wires Processed # | 15 | 48 | 31 |
| International Wires Processed \$ | \$37,100 | \$119,751 | \$36,687 |
| General Ledger budget documents processed by Finance area | 1,861 | 1,453 | 1,423 |
| General Ledger budget transaction postings by Finance area | 14,933 | 14,852 | 16,410 |
| INTERNAL AUDIT | FY2019 | FY2020 | FY2021 |
| Hotline reports received | 9 | 21 | 16 |
| Risk based audits issued | 2 | 1 | 2 |
| Recommendations issued | 11 | 6 | 8 |

* Denotes figures based on calendar year rather than fiscal year.

Controller's Office staff review and re-organization

| Dept: General Accounting, Grants & Gifts Accounting | | | | | | Salary as of | Planned | Revised |
|---|-------|----------------------------|-------|---------------------------------|-------------|--------------|-------------|---------|
| POSITION | FTE | UNION DESC | GRADE | TITLE | 10/28/2021 | Adjustment | Salary | |
| 998909 | 1.00 | Administrative FT APAS | L4 | Senior Financial Analyst | \$52,779 | \$0 | \$52,779 | |
| 998828 | 1.00 | Administrative FT APAS | L4 | Coordinator, Financial Systems | \$73,963 | (\$18,963) | \$55,000 | |
| 998944 | 1.00 | Administrative FT APAS | L4 | Vacant - Sr. Financial Analyst | \$62,003 | (\$9,003) | \$53,000 | |
| 998100 | 1.00 | Administrative FT APAS | L4 | Vacant - Coordinator Grants | \$47,198 | \$0 | \$47,198 | |
| 999981 | 1.00 | Administrative FT APAS | L4 | Coordinator Gifts Accounting | \$47,198 | \$0 | \$47,198 | |
| 998739 | 1.00 | Administrative FT APAS | L4 | Coordinator Grants Accounting | \$58,661 | \$0 | \$58,661 | |
| 999051 | 1.00 | Administrative FT Excluded | L5 | Manager, General Acct | \$72,888 | (\$4,888) | \$68,000 | |
| 998646 | 1.00 | Administrative FT Excluded | L5 | Manager, Grants Accounting | \$67,937 | \$0 | \$67,937 | |
| 998087 | .50 | Administrative FT APAS | L5 | Special Asst to AVP for Finance | \$0 | \$42,500 | \$42,500 | |
| 999041 | 1.00 | Administrative FT Excluded | L7 | Assoc Controller, Gifts/Grants | \$92,918 | \$0 | \$92,918 | |
| 999160 | 1.00 | Administrative FT Excluded | L7 | Associate Controller Gen Acct | \$93,764 | (\$10,764) | \$83,000 | |
| 999040 | 1.00 | Administrative FT Excluded | L10 | AVP Finance and Controller | \$125,977 | \$0 | \$125,977 | |
| | 11.50 | | | | \$795,286 | (\$1,118) | \$794,168 | |
| 999965 | .00 | Classified FT ACE | 28 | Administrative Assistant 1 | \$52,354 | (\$52,354) | \$0 | |
| 999982 | 1.00 | Classified FT ACE | 30 | Accountant 3 Gen Acctg | \$69,576 | (\$32,573) | \$37,003 | |
| | 1.00 | | | | \$121,930 | (\$84,926) | \$37,003 | |
| Total | 12.50 | | | Total Salaries | \$917,216 | (\$86,044) | \$831,171 | |
| | | | | Total Fringe benefits | \$412,747 | (\$36,698) | \$374,027 | |
| | | | | Total Compensation | \$1,329,963 | (\$122,742) | \$1,205,199 | |

Change in FTE: **-.50**



Controller's Office staff review and re-organization (continued)

| Dept: | | Bursar's Office | | | Salary as of | Planned | Revised |
|----------|-------|-----------------------------|-------|------------------------------------|--------------|------------|-------------|
| POSITION | FTE | UNION DESC | GRADE | TITLE | 10/28/2021 | Adjustment | Salary |
| 998506 | 1.00 | Administrative FT APAS | L3 | Vacant - Resolution Analyst | \$43,268 | \$2,732 | \$46,000 |
| 998323 | 1.00 | Administrative FT APAS | L4 | Sr Financial Analyst | \$59,728 | \$0 | \$59,728 |
| 999044 | 1.00 | Administrative FT Excluded | L5 | Mgr Cust Service Ops Stu Accts | \$70,369 | \$0 | \$70,369 |
| 999048 | 1.00 | Administrative FT Excluded | L5 | Manager - Collections Stu Acct | \$61,171 | \$0 | \$61,171 |
| 998086 | 1.00 | Administrative FT Excluded | L6 | Associate Bursar | \$0 | \$72,000 | \$72,000 |
| 999120 | 1.00 | Administrative FT Excluded | L7 | Bursar | \$92,017 | \$0 | \$92,017 |
| | 6.00 | | | | \$326,553 | \$74,732 | \$401,285 |
| 999996 | 1.00 | Classified FT ACE | 30 | Accountant/Examiner 3 | \$41,350 | \$0 | \$41,350 |
| 999994 | 1.00 | Classified FT ACE | 30 | Accountant/Examiner 3 | \$51,522 | \$0 | \$51,522 |
| 999666 | 1.00 | Classified FT ACE | 30 | Accountant/Examiner 3 | \$44,450 | \$0 | \$44,450 |
| 998830 | 1.00 | Classified FT ACE | 30 | Accountant/Examiner 3 | \$44,450 | \$0 | \$44,450 |
| 999900 | 1.00 | Classified FT ACE | 30 | Accountant/Examiner 3 | \$50,274 | \$0 | \$50,274 |
| 999698 | .00 | Classified FT ACE | 34 | Vacant - Systems Analyst | \$56,802 | (\$56,802) | \$0 |
| 999995 | .50 | Classified FT ACE | 37 | Accountant/Examiner 3 | \$26,260 | \$0 | \$26,260 |
| 999658 | 1.00 | Classified FT Excl from ACE | 42 | Vacant - Business Ops Specialist 4 | \$64,688 | \$0 | \$64,688 |
| 999648 | 1.00 | Classified FT Excl from ACE | 42 | Bus Ops Specialist 4 | \$89,440 | \$0 | \$89,440 |
| | 7.50 | | | | \$469,235 | (\$56,802) | \$412,433 |
| | 13.50 | | | | | | |
| | | | | Total Salaries | \$822,048 | \$17,930 | \$839,978 |
| | | | | Total Fringe benefits | \$369,921 | \$3,196 | \$377,990 |
| | | | | Total Compensation | \$1,191,969 | \$21,126 | \$1,217,968 |

Change in FTE: 0



Controller's Office staff review and re-organization (continued)

| Dept: Payroll | | | | | Salary as of | Planned | Revised |
|---------------|-------------|----------------------------|-------|---------------------------|--------------|----------------|-----------|
| POSITION | FTE | UNION DESC | GRADE | TITLE | 10/28/2021 | Adjustment | Salary |
| 999916 | .00 | Administrative FT APAS | L4 | Payroll Coordinator | \$49,735 | (\$49,735) | \$0 |
| 999916 | 1.00 | Administrative FT Excluded | L5 | Payroll Manager | \$0 | \$54,000 | \$54,000 |
| | <u>1.00</u> | | | | \$49,735 | \$4,265 | \$54,000 |
| 999992 | 1.00 | Classified FT ACE | 26 | Payroll Specialist 1 | \$44,325 | \$0 | \$44,325 |
| 998710 | 1.00 | Classified FT ACE | 26 | Payroll Specialist 1 | \$33,197 | \$0 | \$33,197 |
| | <u>2.00</u> | | | | \$77,522 | \$0 | \$77,522 |
| | <u>3.00</u> | | | Total Salaries | \$127,257 | \$4,265 | \$131,522 |
| | | | | Total Fringe benefits | \$57,265 | \$1,706 | \$59,185 |
| | | | | Total Compensation | \$184,522 | \$5,971 | \$190,706 |
| | | | | Change in FTE: 0 | | | |



Controller's Office staff review and re-organization (continued)

| Dept: Procurement | | | | | Salary as of | Planned | Revised |
|-------------------|-------------|----------------------------|-------|--------------------------------------|--------------|-------------------|-----------|
| POSITION | FTE | UNION DESC | GRADE | TITLE | 10/28/2021 | Adjustment | Salary |
| 998099 | 1.00 | Administrative FT APAS | L4 | Vacant - Senior Buyer | \$44,240 | \$0 | \$44,240 |
| 999111 | 1.00 | Administrative FT Excluded | L5 | Manager, Acct. Pay. and Travel Serv. | \$69,020 | \$0 | \$69,020 |
| 998183 | 1.00 | Administrative FT Excluded | L5 | Manager Procurement | \$55,825 | \$0 | \$55,825 |
| 999113 | 1.00 | Administrative FT Excluded | L7 | Director, Procurement | \$81,200 | \$0 | \$81,200 |
| | <u>4.00</u> | | | | \$250,285 | \$0 | \$250,285 |
| 999947 | 1.00 | Classified FT ACE | 11 | Travel Clerk | \$27,315 | \$0 | \$27,315 |
| 999744 | 1.00 | Classified FT ACE | 14 | Business Ops Specialist 1 | \$51,467 | (\$23,699) | \$27,768 |
| 999946 | 1.00 | Classified FT ACE | 24 | Business Ops Specialist 2 | \$66,084 | \$0 | \$66,084 |
| 999797 | 1.00 | Classified FT ACE | 24 | Business Ops Specialist 2 | \$63,282 | \$0 | \$63,282 |
| 998685 | 1.00 | Classified FT ACE | 24 | Business Ops Specialist 2 | \$58,017 | \$0 | \$58,017 |
| | <u>5.00</u> | | | | \$266,166 | (\$23,699) | \$242,467 |
| | <u>9.00</u> | | | | | | |
| | | | | Total Salaries | \$266,166 | (\$23,699) | \$242,467 |
| | | | | Total Fringe benefits | \$119,775 | (\$11,139) | \$109,110 |
| | | | | Total Compensation | \$385,941 | (\$34,838) | \$351,577 |
| | | | | Change in FTE: 0 | | | |

Controller's Office staff review and re-organization Summary Results

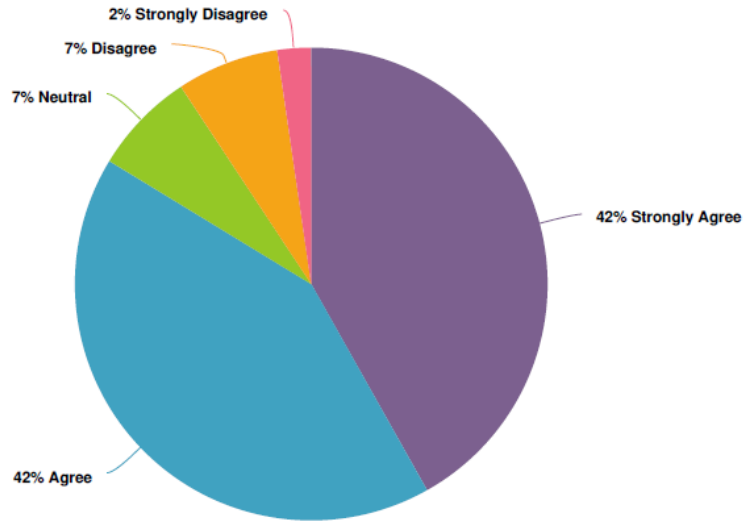
- Reduced overall compensation costs by \$130,000.
- Reduced overall staffing levels by 0.5 FTE (efficiency gained).
- Enhanced staff resources in student-centered Bursar's Office.
- There is no automatic filling of vacant positions. Entire operation is reviewed each time a vacancy arises.
- Risks, roles and responsibilities are evaluated constantly.
- Succession planning is always a main consideration.

| Summary - All Controllers depts. | Salary as of 10/28/2021 | Planned Adjustment | Revised Salary |
|-----------------------------------|----------------------------|-----------------------|--------------------|
| Grand Total Salaries | \$2,132,686 | (\$87,549) | \$2,045,137 |
| Grand Total Fringe benefits | \$959,709 | (\$42,935) | \$920,312 |
| Grand Total Compensation | \$3,092,395 | (\$130,483) | \$2,965,449 |
| Change in total FTE: -0.50 | | | |

Financial Services Customer Satisfaction Survey

February 2022 survey of financial managers, response rate: 20%

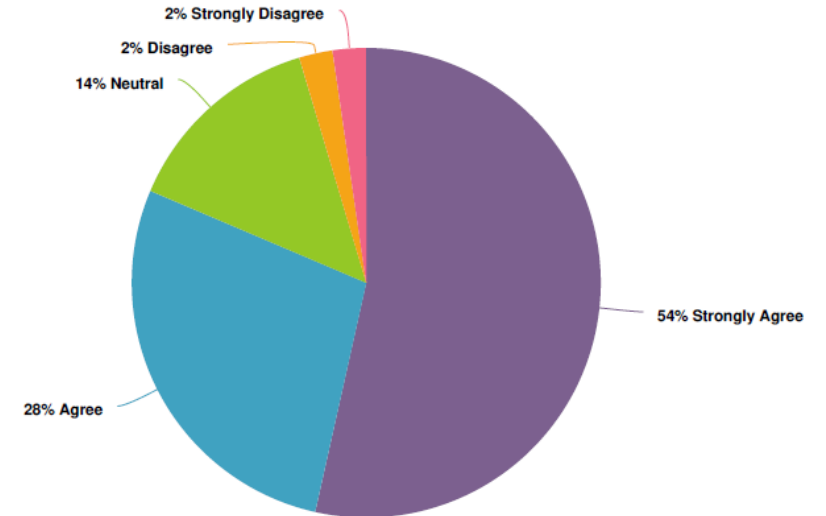
1. We are available when needed.



| Value | Percent | Responses |
|-------------------|---------|-----------|
| Strongly Agree | 41.9% | 18 |
| Agree | 41.9% | 18 |
| Neutral | 7.0% | 3 |
| Disagree | 7.0% | 3 |
| Strongly Disagree | 2.3% | 1 |

Totals: 43

2. We provide accurate and helpful information.



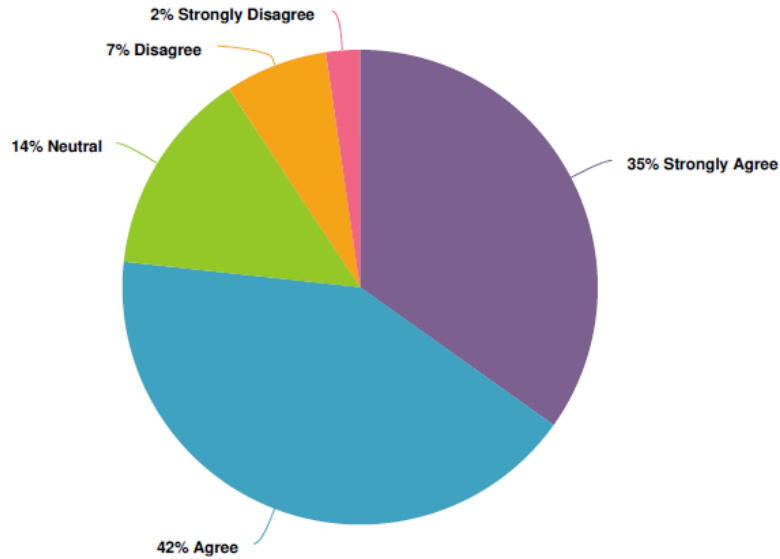
| Value | Percent | Responses |
|-------------------|---------|-----------|
| Strongly Agree | 53.5% | 23 |
| Agree | 27.9% | 12 |
| Neutral | 14.0% | 6 |
| Disagree | 2.3% | 1 |
| Strongly Disagree | 2.3% | 1 |

Totals: 43

Financial Services Customer Satisfaction Survey

February 2022 survey of financial managers, response rate: 20%

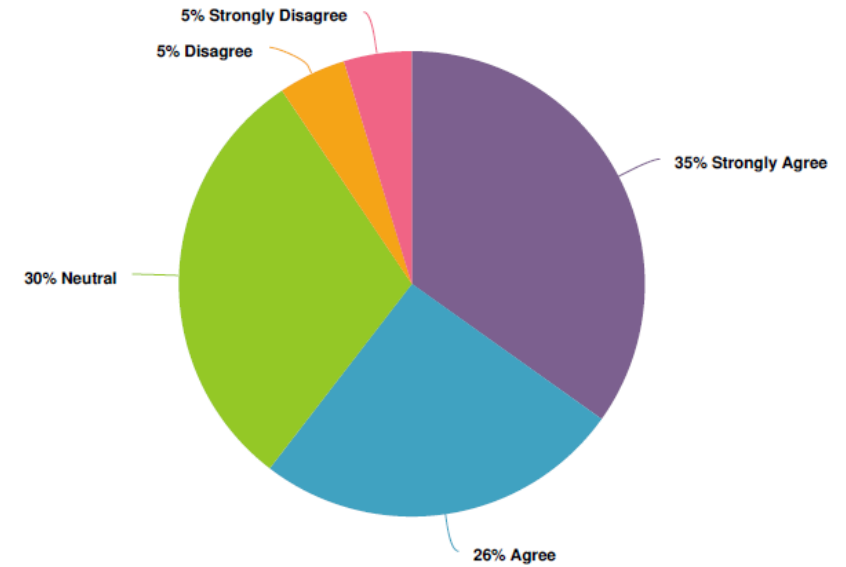
3. Our response was timely.



| Value | Percent | Responses |
|-------------------|---------|-----------|
| Strongly Agree | 34.9% | 15 |
| Agree | 41.9% | 18 |
| Neutral | 14.0% | 6 |
| Disagree | 7.0% | 3 |
| Strongly Disagree | 2.3% | 1 |

Totals: 43

4. We adequately communicate changes in finance related policies.



| Value | Percent | Responses |
|-------------------|---------|-----------|
| Strongly Agree | 34.9% | 15 |
| Agree | 25.6% | 11 |
| Neutral | 30.2% | 13 |
| Disagree | 4.7% | 2 |
| Strongly Disagree | 4.7% | 2 |

Totals: 43



Thank you!



**YOUNGSTOWN
STATE
UNIVERSITY**

Division of Legal Affairs/ Human Resources Assessment

University Affairs Committee Meeting
March 2, 2022



**YOUNGSTOWN
STATE
UNIVERSITY**

Mission and Quality Statements

Overall Mission Statement: The Offices of General Counsel, Human Resources, Equal Opportunity, Title IX and Policy Development serve as strategic partners in support of the mission and strategic goals of Youngstown State University by providing a legal and human capital management framework for the effective operation of the University.

Office of General Counsel

Mission Statement: The Office of General Counsel provides legal support, advice and counseling to the campus community on behalf of the Institution in order to maintain legal compliance and create opportunities and programs that increase excellence and foster student success while managing the legal risk to the University.

Quality Statement: The Office of General Counsel will seek to provide legal advice and guidance to the University in the areas of employment practices, real estate, and contracts, while seeking legal and creative ways to achieve the University's goals of academic excellence, student success, and community engagement.



Mission and Quality Statements

Office of Human Resources (HR)

Mission Statement: The Office of Human Resources assists the campus community in recruiting and retaining excellent faculty and staff; supports effective decision-making by providing timely and relevant information; and provides professional development opportunities in order to maintain a knowledgeable workforce.

Quality Statement: The Office of Human Resources will seek to provide effective and innovative human resources processes and procedures for the continuous development of the University's workforce and in support of an environment of academic excellence and student success.

Office of Equal Opportunity, Title IX and Policy Development (EEO)

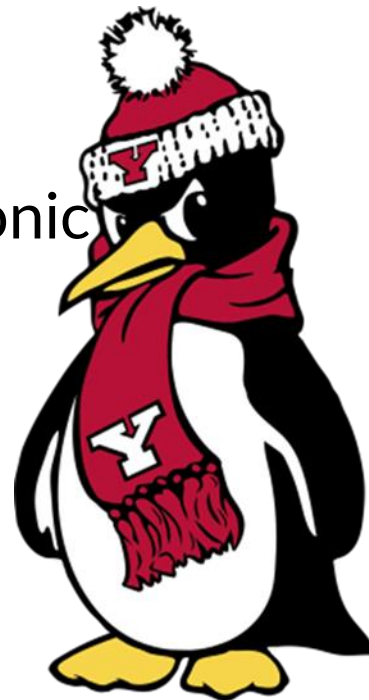
Mission Statement: The Equal Opportunity, Title IX and Policy Development Office provides support for the University in the areas of state and federal equal opportunity laws and regulations, including Title IX of the Education Amendments Act of 1972. Academic excellence and student success are best served by a campus community free from discrimination and harassment. The Office also creates and modifies university-wide policies that create the framework for the operations of the University.

Quality Statement: The EEO Office will provide guidance to employees and students regarding equal opportunity in the workplace and classroom by offering advice and education through timely and effective responses when potential issues arise. The EEO Office will seek to establish a framework of policies and rules that will guide the University toward achieving balance in risk management and optimizing success.

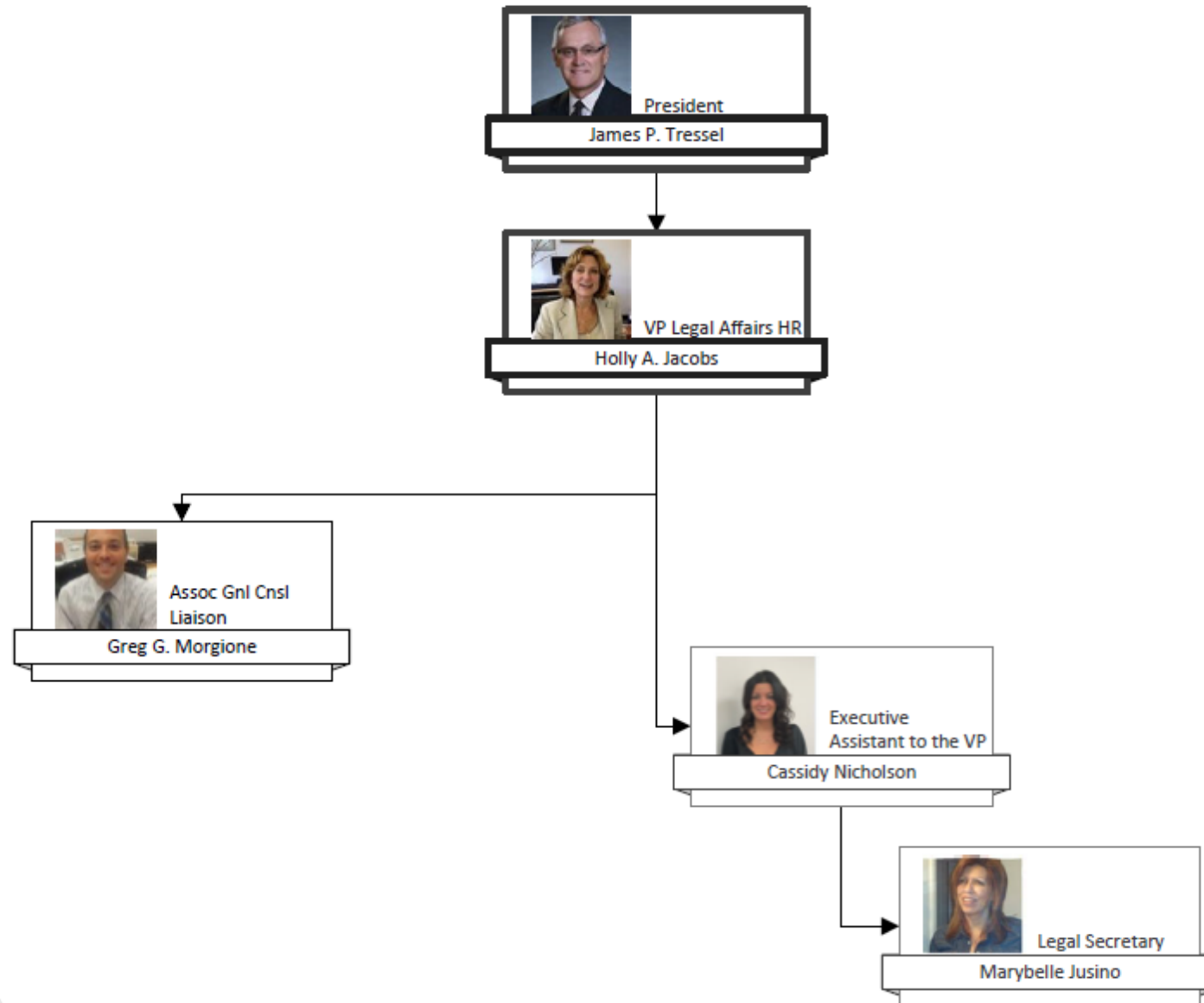


Attribute Statements

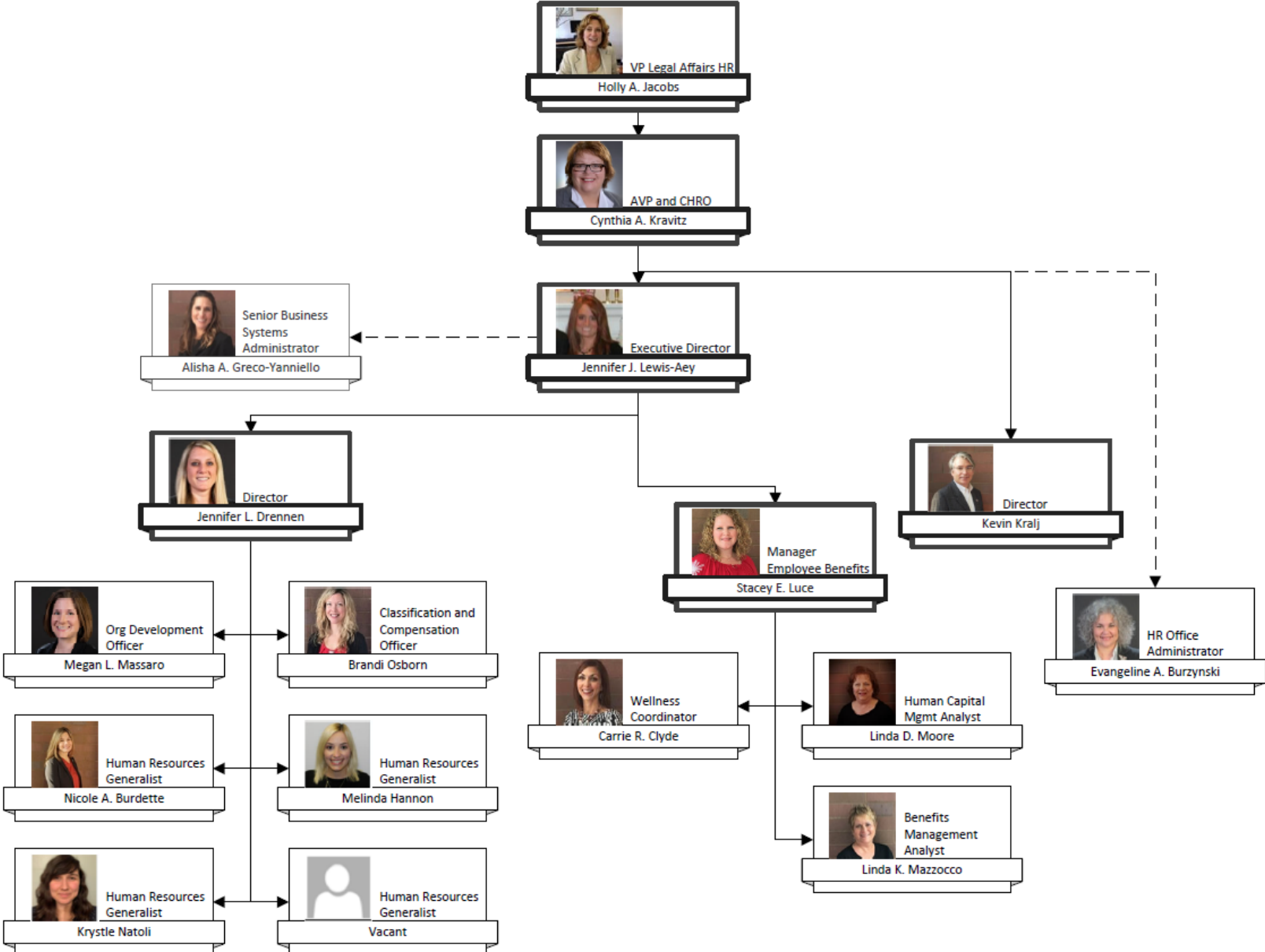
- Increased emphasis on foundational processes and procedures in all areas will create additional efficiencies in productions and outcomes.
- Improved communication with employees in the areas of policies and procedures, training and professional development opportunities, and expectations, outcomes and employee satisfaction metrics.
- Improved customer service and employee relations by enhancing electronic processes and providing clear and knowledgeable advice.



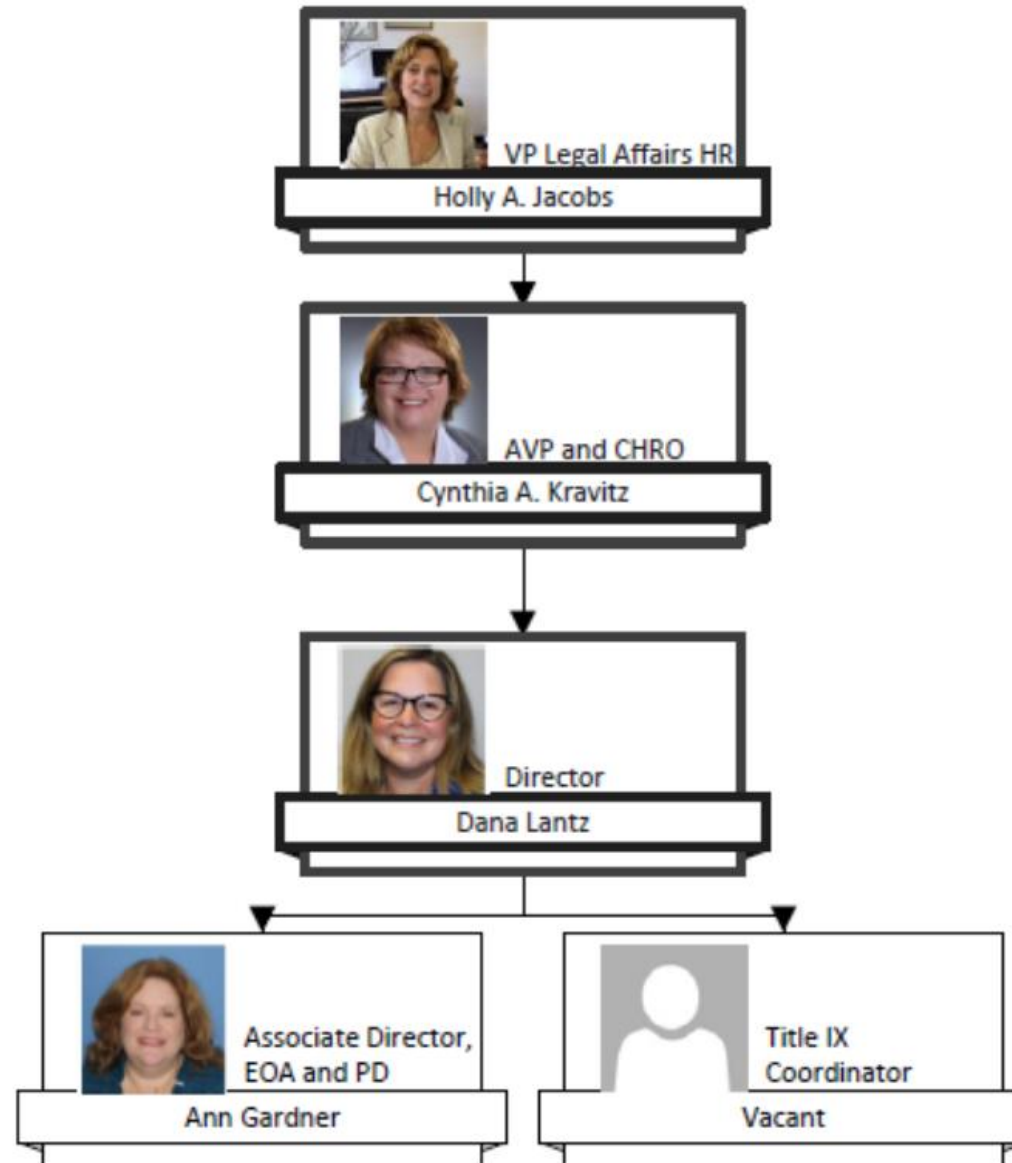
Organization Chart – General Counsel

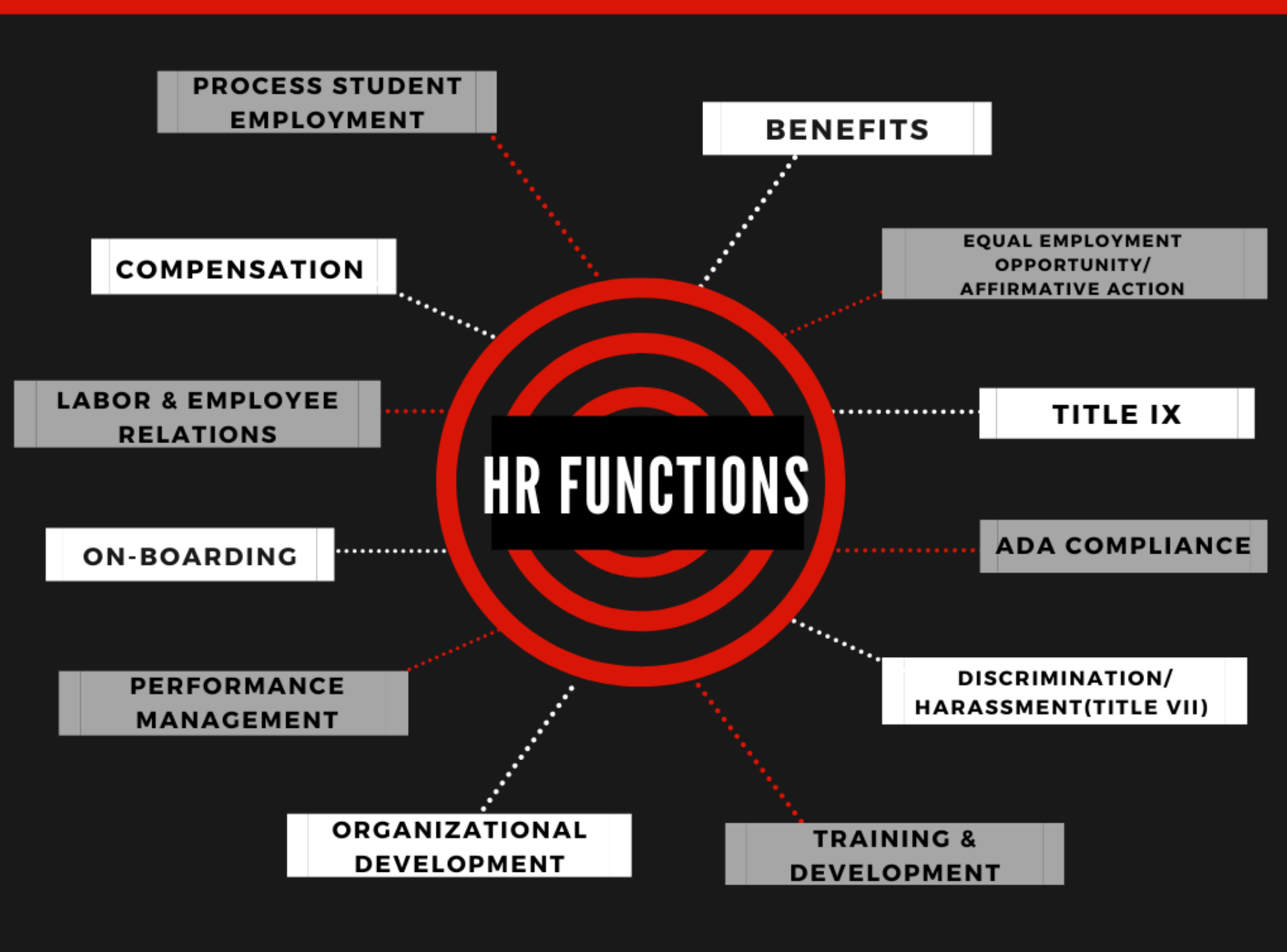


Organization Chart - HR



Organization Chart – EEO





HR Staff to Employee Ratio & Comparison

| Institution | Total # Employees <i>(full & part time)</i> | # of HR Staff | HR Staff to Employee Ratio |
|-------------------------------------|--|---------------|-------------------------------|
| Bowling Green State University | 3,140 | 14 | 1 : 224 |
| Cleveland State University | 2,863 | 23 | 1 : 125 |
| Ohio University | 5,172 | 39 | 1 : 133 |
| Youngstown State University* | 1,720 | 13 | 1 : 133 |
| Shawnee State University | 603 | 4.5 | 1 : 134 |
| University of Akron | 2,978 | 22 | 1 : 135 |
| Wright State University | 2,210 | 15.5 | 1 : 143 |
| Miami University | 3,895 | 25 | 1 : 155 |
| Kent State University | 4,659 | 28 | 1 : 166 |

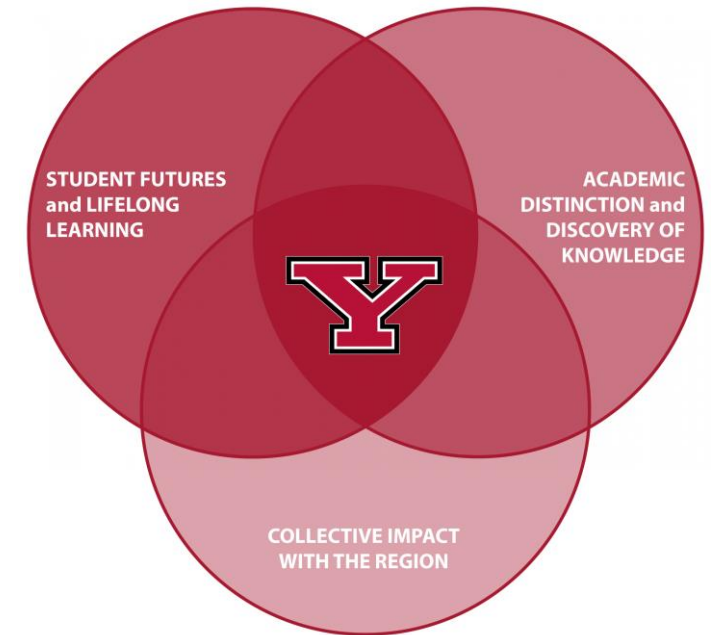
**Unlike the other above listed schools, YSU processes student employment appointments in HR (approximately 1,100 annually).*

YSU Salary Analysis

| CUPA Position ID Description | Bowling Green State University | Kent State University | Miami University | Ohio University | University of Akron | Wright State University | Youngstown State University | Position Average | YSU Compared to Average |
|---|--------------------------------|-----------------------|------------------|-----------------|---------------------|-------------------------|-----------------------------|------------------|-------------------------|
| Chief Legal Affairs Officer | 215,000 | 244,159 | 214,479 | 265,000 | 181,210 | - | 178,284 | 223,970 | -20.40% |
| Staff Attorney | 135,000 | 111,574 | 135,000 | 114,855 | 99,807 | 110,000 | 138,000 | 117,706 | 17.24% |
| Administrative Specialist or Coordinator | - | 44,941 | 65,681 | 54,643 | 67,200 | - | 51,139 | 58,116 | -12.01% |
| Secretary | 33,503 | 29,369 | - | - | 39,065 | 28,495 | 39,027 | 32,608 | 19.69% |
| Chief Human Resources Officer | 164,488 | 182,623 | 148,625 | 235,000 | 151,776 | 194,265 | 150,119 | 179,463 | -16.35% |
| Deputy Chief HR Officer | 103,733 | 119,715 | - | - | 113,373 | - | 106,575 | 112,274 | -5.08% |
| Chief Campus Employee Relations Administrator | 95,721 | 79,413 | 102,335 | 114,477 | 67,200 | - | 100,445 | 91,829 | 9.38% |
| Chief Equal Opportunity or Affirmative Action Officer | - | 78,318 | 102,000 | 136,350 | 79,200 | - | 102,444 | 98,967 | 3.51% |
| Deputy Head, Campus AA-EEO Office | - | - | 68,727 | - | - | - | 73,080 | 68,727 | 6.33% |
| HR Employment Unit Supervisor | - | - | - | - | - | - | 88,028 | 88,028 | 0.00% |
| HR Generalist, Senior | - | - | 67,568 | - | - | - | 45,377 | 67,568 | -32.84% |
| HR Classification & Compensation Specialist, Senior | - | - | - | 60,600 | - | - | 59,012 | 60,600 | -2.62% |
| HR Classification & Compensation Specialist | 68,890 | 42,075 | - | - | - | - | 53,795 | 55,483 | -3.04% |
| HR Benefits Unit Supervisor | - | - | - | - | - | 62,852 | 62,118 | 62,852 | -1.17% |
| HR Benefits Specialist | 49,483 | 44,246 | - | 59,591 | - | - | 40,747 | 51,107 | -20.27% |
| Training - Organizational Development Specialist | 48,924 | 46,544 | 83,589 | 59,550 | - | - | 52,387 | 59,652 | -12.18% |

Alignment with Mission and Vision and the Plan for Strategic Actions to Take Charge of Our Futures

HR and EEO provide programs and services in recruitment, benefits, compensation, policies and procedures, professional development, Title IX and other employee/student-related matters that are focused on providing an effective and legally compliant working and learning environment with a talented and performance driven workforce that is dedicated to the success of Youngstown State University as a premier state university in northeast Ohio.



Strategic Plan Support

Culture of Caring:

- Providing knowledgeable and timely responses and/or solutions to applicants, employees, and managers
- Focusing on developing and maintaining a high-quality professional HR and EEO workforce
- Improving new employee onboarding to create appropriate and necessary expectations and understanding of the work environment
- Creating objective and trustworthy employment related and student centric investigations and outcomes
- Providing benefits, wellness programs and a campus culture designed to create an engaged and productive workforce for the benefit of our students

Strategic Plan Support

Marketing and Communication:

- Creating consistent and uniform written processes that are accessible to employees thereby instilling confidence in employment practices
- Focus on consistent and professional communication with campus constituents
- Expanding access to wider community for recruitment of positions

Information Technology:

- Development, implementation, and enhancement of electronic processes- hiring, evaluations, and training

Data Informed Decision Making:

- Improving employment data integrity

Strategic Plan Support

Organizational Structure and Efficiency:

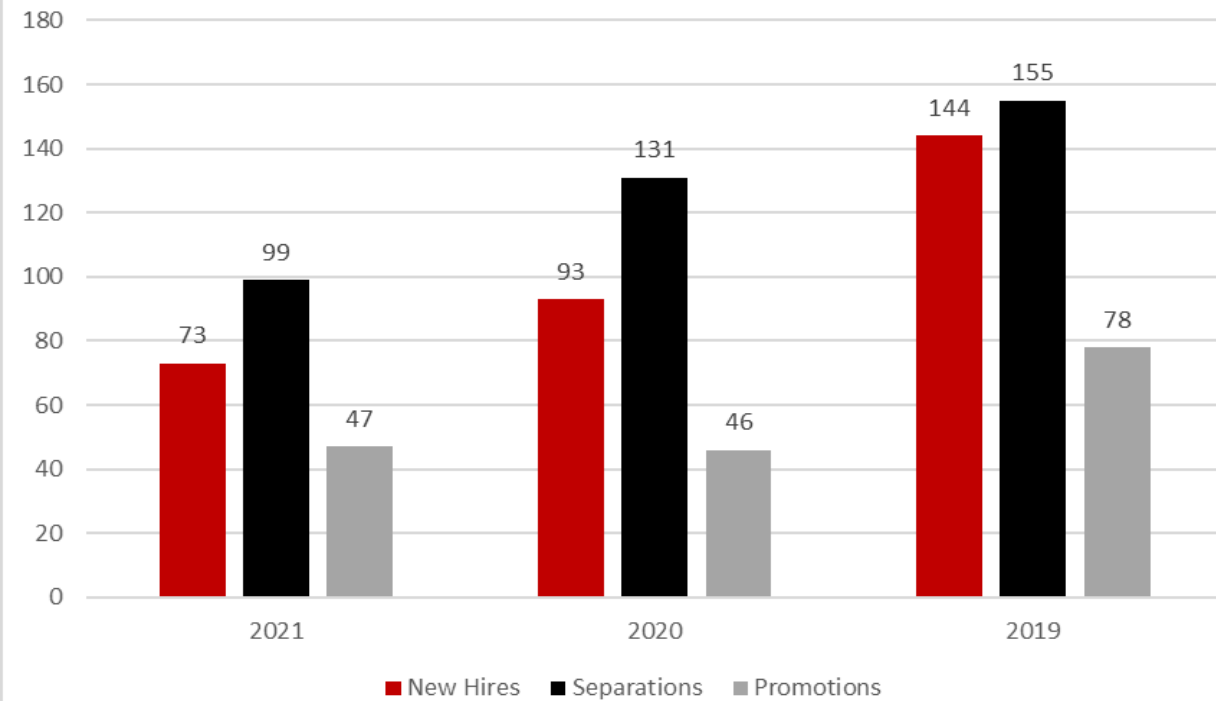
- Improving and expanding relevant compliance and professional development programs, specifically improving management skills and increasing understanding and awareness of legal and policy obligations
- Protecting the University and employees from illegal discrimination and litigation through best practices in hiring, promotion, and separation of employees and in the work environment
- Creating objective and trustworthy employment related and student centric investigations and outcomes



Employment Indicators

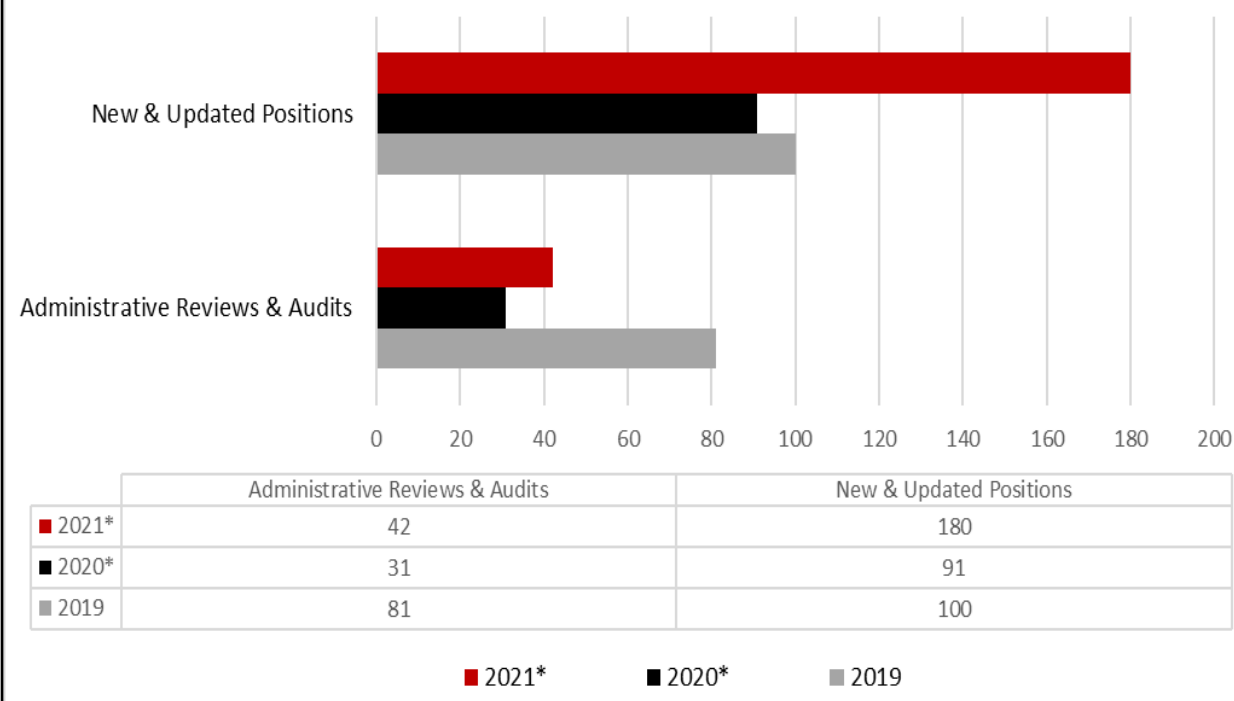
Employment Metrics

New Hires, Separations, and Promotions

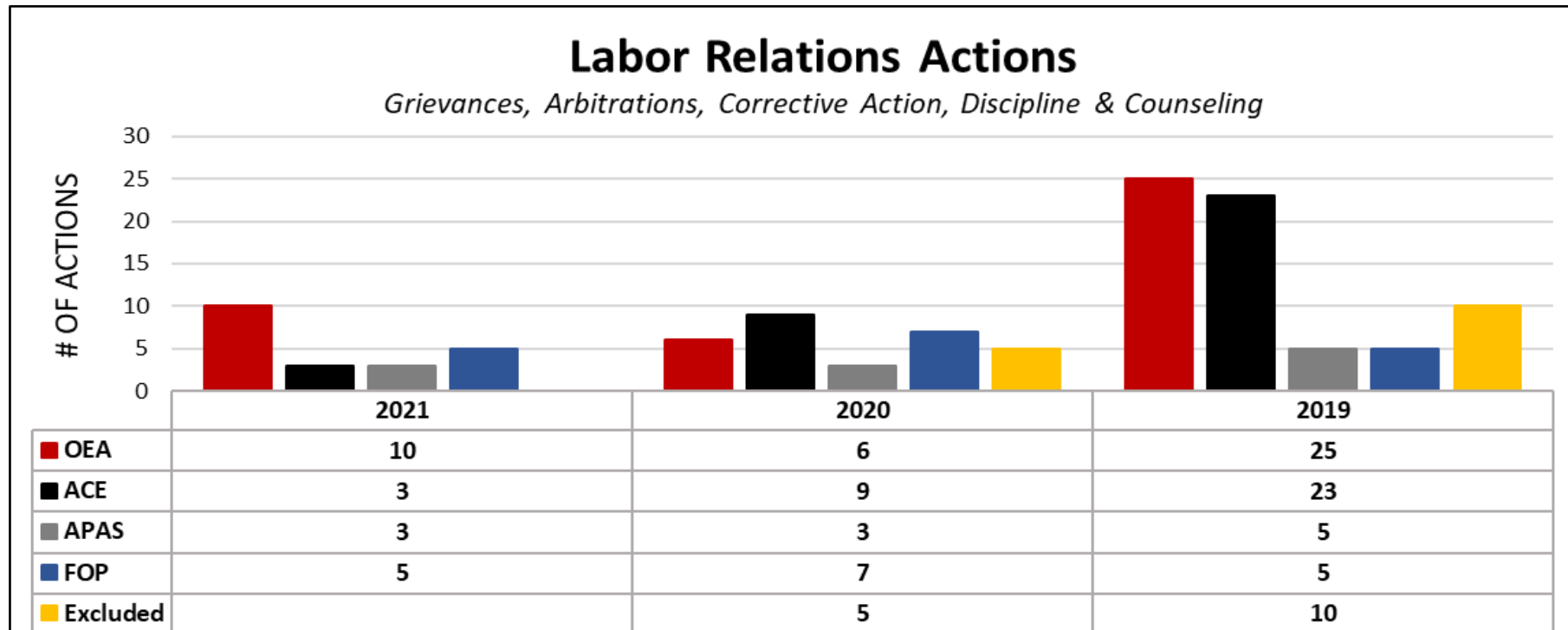
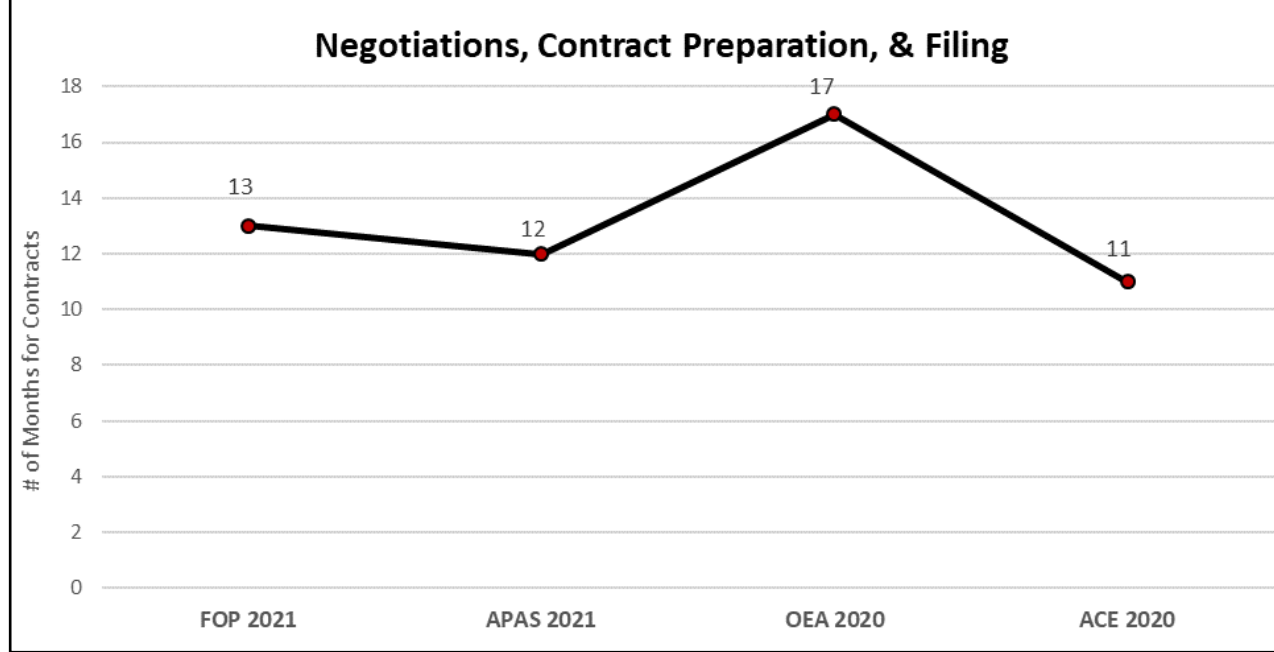


Classification Metrics

**agreed upon abeyance of classification reviews*



Labor Relations KPI's



Health Care Benefits:

- Medical and Prescription
 - 2,116 total lives enrolled (936 employees/1,180 dependents)
 - Gross Medical & Rx Claims Fixed Costs in FY'21 \$18,624,360
- Dental
- Vision
- Flexible Spending
- Health Savings Accounts

Administer Leaves:

- A total of 137 leaves processed in 2021

- Association Leave
- Bereavement Leave
- Child Care Leave
- Civic Leave
- Education Leave
- Emergency Leave
- Emergency Relief Leave
- Emergency Service Leave
- Employee Medical
- Exchange Professors Leave
- FMLA
- Leave for Extended Serious Health Condition or Disability
- Legal Leave
- Line-of-Duty Leave
- Liver, Kidney or Bone Marrow Leave
- Maternity Leave
- Military Leave
- Parental Leave
- Personal Leave
- Political Leave
- Professional leave with Pay
- Professional Leave without Pay
- Sabbatical/Faculty Improvement Leave
- Sick Leave
- Staff Development Leaves
- Training Leave
- Unscheduled Leave Policy
- Visiting Staff Leave

Workers Compensation Claims

- A total of 12 Workers Compensation Claims in 2021

Monitor & Verify Information for Unemployment Claims

Life Insurance

Long Term Disability Insurance

Retiree Benefits (OPERS/STRS/ARP)

403B/457 Accounts

Heritage Awards

Distinguished Service/Professorship Awards

Tuition Remission

Employee Wellness

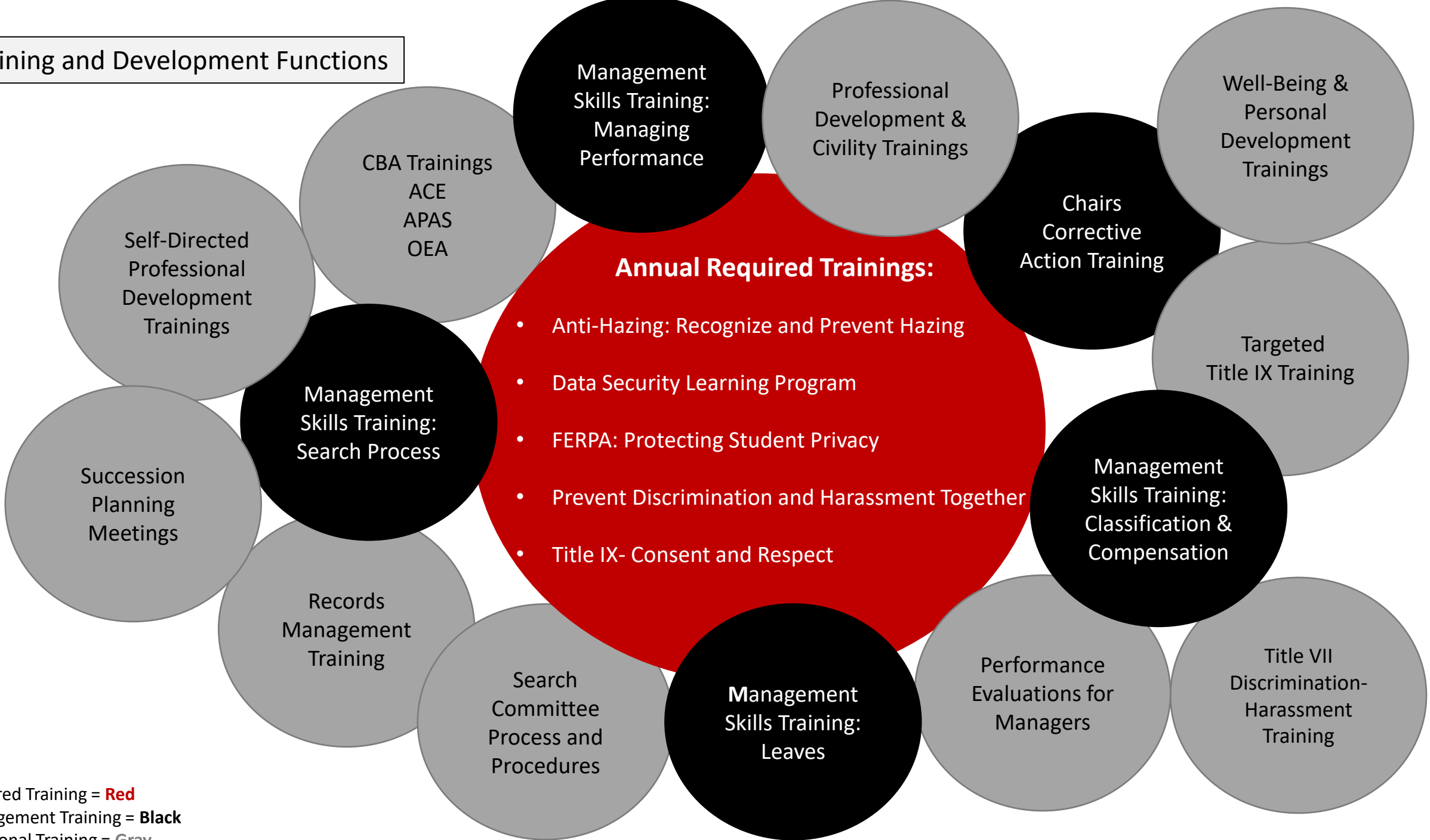
- 30% of benefit eligible employees participated in 2021

Employee Assistance Program

- 11.14% utilization rate in 2021



Training and Development Functions

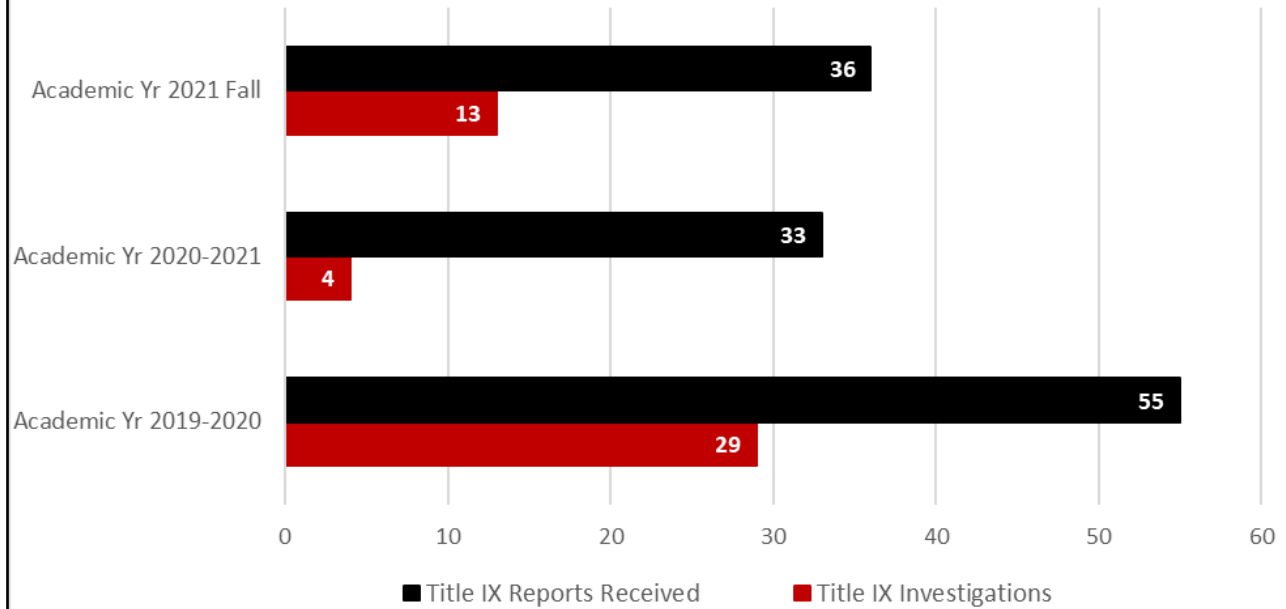


Required Training = **Red**
Management Training = **Black**
Additional Training = **Gray**

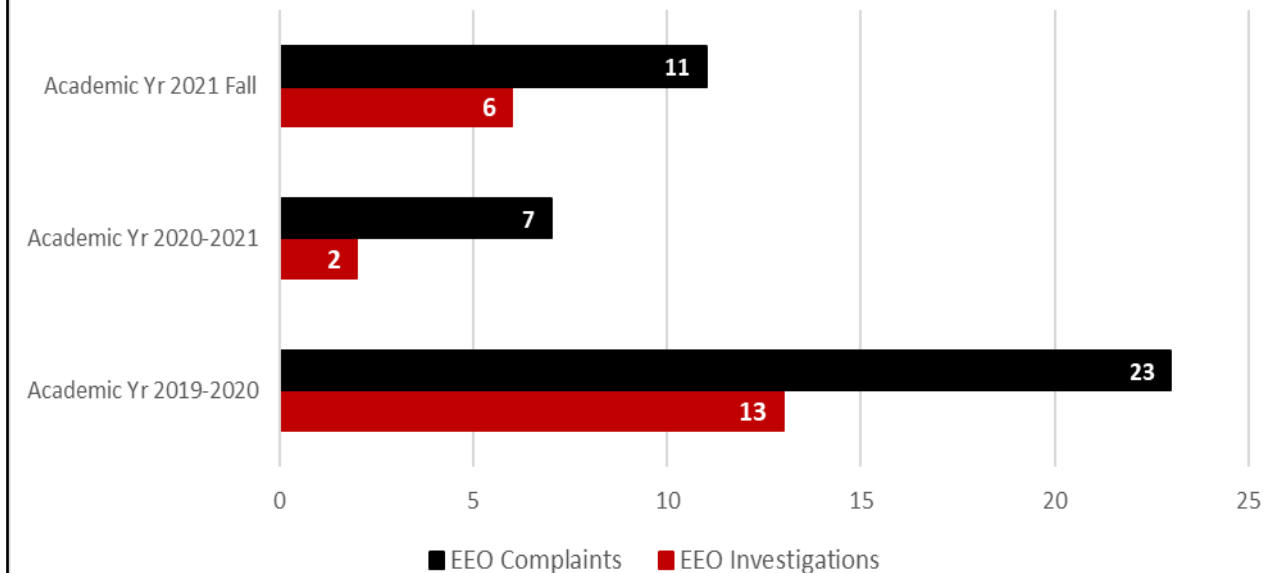
EEO KPI's

The Office of Equal Opportunity, Title IX, and Policy Development administers the University's Equal Opportunity and Title IX policies and practices including campus-wide training and complaint resolution and manages the review and development of Board of Trustees Policies to insure compliance with applicable regulations and University requirements.

Title IX Reporting and Investigations



EEO Complaints and Investigations



Sustainability & Change Management Projects

2022

- Developing Professional/Administrative Compensation Analysis and Classification Plan
- Implementing new HR software – NEOED for posting, onboarding, tracking data affirmative action, EEO outcomes, learning management (training) and performance management

2021

- Implemented Voluntary Separation Retirement Plan, Retrenchment and Separation Agreements for faculty
- Coding reclassification for management and non-management for federal and state reporting

2020

- Digitized Tenure/Promotion process
- Managed workforce changes per the pandemic
- Implemented ACE/APAS/Excluded Layoff and Furlough
- Processed an Academic Reorganization

2019

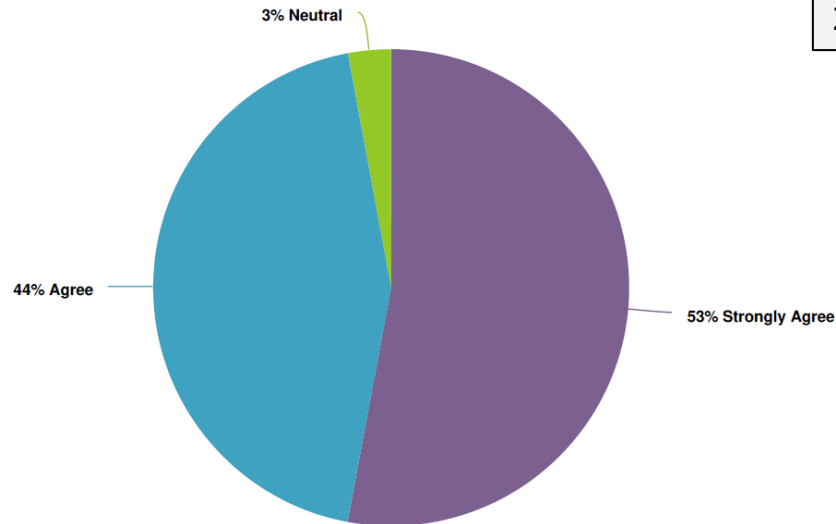
- Developed a YSU specific ACE Classification Plan
- Began implementing electronic Faculty Load and Compensation module integrating campus areas
- HR website re-design



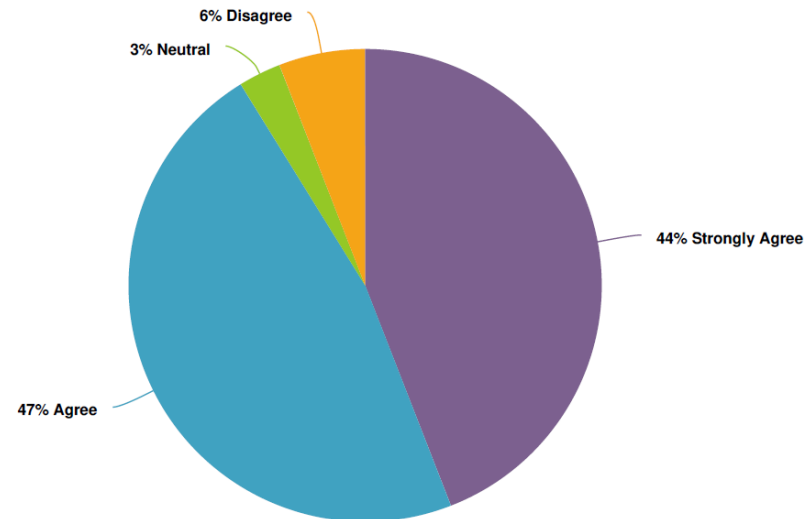
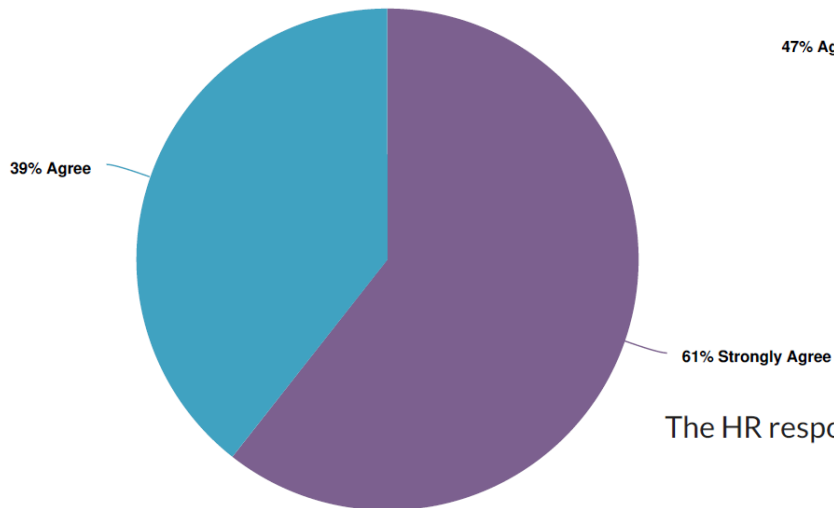
HR Satisfaction Survey

The HR Service Survey was conducted in January 2022 and shared with Director level and above.

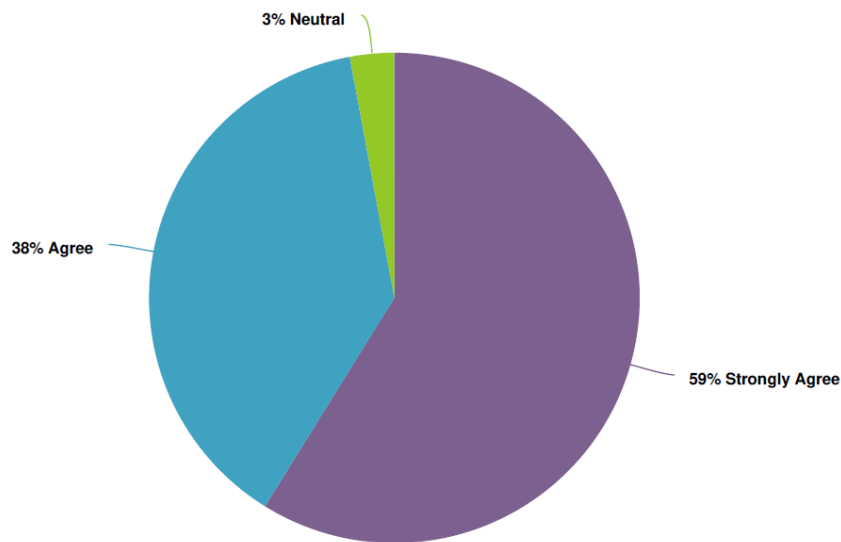
HR is available when needed.



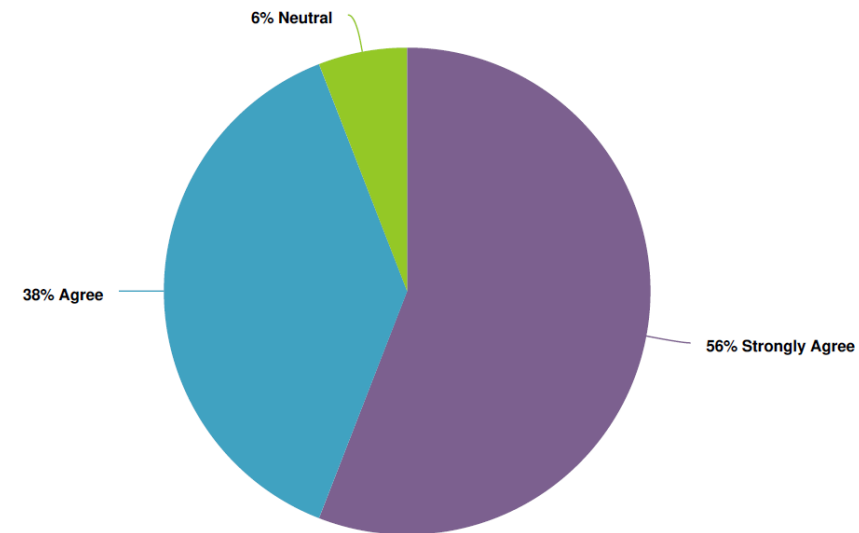
My overall experience was positive.



HR provides accurate and helpful information.



The HR response was timely.



Points of Pride

Improved awareness of Title IX and anti-discrimination

Flexible yet compliant HR and EEO processes, focusing on customer service

Implementation of electronic employment and evaluation processes which creates efficiencies

Award Winning Wellness Program

2021 Healthy Business Council of Ohio

2021 American Heart Association Silver Workplace Achievement

Improved Labor Relations

Participation in Ohio Department of Higher Education Changing Campus Culture Initiative

3 out of 4 Star Rating for Public Records

Expanded focus on equity and inclusion in recruitment and outreach programs

The Office of Human Resources viewed as a strategic partner by University leadership, management, and employees



YOUNGSTOWN
STATE
UNIVERSITY

Thank you!



**YOUNGSTOWN
STATE
UNIVERSITY**

TEMPLATE
ACADEMIC SUPPORT AREA ASSESSMENT
UNIVERSITY AFFAIRS DISCUSSION ITEM

| | |
|-----------------|------------------------------|
| September, 2021 | Intercollegiate Athletics |
| December, 2021 | Information Technology |
| March, 2022 | Finance & Human Resources |
| June, 2022 | Student Affairs & Facilities |

YSU: An Institution of Opportunity: Inspires Individuals; Enhances Futures; Enriches Lives

Alignment with Mission and Vision and the [Plan for Strategic Actions to Take Charge of Our Future](#)

- Provide a brief description of the unit from the perspective of supporting *institutional excellence and [academic vitality and viability](#)*
- Provide the mission, quality, and attributes statements created to align with the goals and strategies of the Plan

Strategic Resource allocation to optimize Support Area Performance

- Provide a table and graph for 5-years of data with 5-y and 1-y change sub-tables for November 1 (respective year) for the numbers and salaries by employee classification
 - Provided in consultation with Human Resources, Finance and Administration, Institutional Research, and possibly ITS
- Illustrate strategic staffing adjustments and/or staff spending reductions over the previous 5-y timeframe
 - Provided in consultation with Human Resources, Finance and Administration, Institutional Research, and possibly ITS

Resources Comparisons and Quality of Service Indicators

- Provide available benchmark data that compares the area to other similar institutions, if possible, or comparisons at the regional, state, or national levels
 - Will be provided by Institutional Research as such standardized reporting is available
- Report on satisfaction surveys or similar input related to the quality and attributes statements and services to primary constituents/stakeholders

Actions taken to implement the Plan and highlights associated with those actions

- List the alignment of actions and/or innovations related to the Academic Support Area Goals associated with the [Plan for Support Area Actions](#)
- Provide up to five points of pride and/or outstanding accomplishments (as appropriate)

Consider the perspective that items one and two, three and four, and separately five, six, seven, and eight will be about one-page (or less); thus, the Assessment Materials will total six pages.

DRAFT

Office of Human Resources Update
March 2022

Benefits

The parameters of the University sponsored healthcare plan will change effective July 1, 2022. On campus and virtual meetings will be held throughout the month of March to provide employees with up-to-date information on the new PPO plan* and the Consumer Driven Health Plan.

*Significant changes to the PPO plan include:

- In-Network Co-Insurance costs will be covered at 85% University and 15% Employee (formerly 90%/10% respectively).
- Out-of-Network Insurance costs will be covered at 60% University and 40% Employee (Formerly 70%/30% respectively).
- Employees will pay 18% of the premium costs for healthcare, vision, and dental insurance coverage. Current employee premium cost is 15%.

The Actuarial evaluation for the 2021-2022 premiums is underway. The evaluation is based on 24 months of claims and health care inflation trends along with the percentage of claims over \$225,000, which has increased from 27.56% to 34.46% of claims, it is currently estimated that healthcare premiums will increase between 6-8%.

The YSU Wellness Program received the 2021 [Healthy Business Council of Ohio Gold Well Work Place Award](#) and the [American Heart Association's 2021 Silver Workplace Health Achievement Recognition Award](#).

Human Resources Operations (Talent Acquisition, Compensation, Organizational Development)

Human Resources Operations is implementing and tracking the current faculty Separation Agreement Program.

Implementation of the new HR software program, NEOED is ongoing and will continue through 2022.

Equal Opportunity/Title IX

Affirmative Action plan has been finalized. Employment Recruitment and Outreach Plan has been updated to provide additional efforts to align with the Affirmative Action plan areas noted as underutilizing minorities and/or females.

Labor and Employee Relations/Outstanding Unfair Labor Practices, Grievances and Arbitrations ACE

- #766 Air Filter installation process. Resolved at Step 2, Administration response accepted.

FOP

- #65 Police Sergeant involuntary disability separation. Advanced to arbitration.
- #66 Shift Vacancies. Arbitration scheduled for 3/8/2022. Grievance will be withdrawn following CBA ratification.
- #69 Pay during initial University response to COVID-19 pandemic. Arbitration scheduled for 2/28/2022
- #71 Overtime pay. Arbitration scheduled for 3/29/2022.
- #73 Order accrued leave utilized during FMLA. Will be withdrawn following CBA ratification.

FOP Negotiations

- The FOP ratified the new CBA on 2/3/2022. Board of Trustees review and approval in process.

OEA Arbitrations

- Grievance #377 Calculation of minimum salary in reference to Distinguished Professor Award. Arbitration held October 2021; briefs submitted 1/28/2022.

APAS

- No Activity

PERSONNEL ACTION MINORITY/FEMALE SNAPSHOT REPORT 10/1-12/31/2021

| EMPLOYMENT INTO JOB GROUP | JOB GROUP | SEPARATIONS FROM JOB GROUP |
|--|---|--|
| <p>Employment into Job Group 0</p> | <p>Executive</p> <p>Total Group 29 3% of Total Group are Minority (100% of Minority are African American)</p> <p>55% of Total Group are Female</p> | <p>Separations from Job Group 0</p> |
| <p>Employment into Job Group 4</p> <p>0% Minority</p> <p>50% Female</p> | <p>Administrative/Managerial</p> <p>Total Group 132</p> <p>5% of Total Group are Minority (14% of Minority are African American, 29% are Hispanic)</p> <p>51% of Total Group are Female</p> | <p>Separations from Job Group 1</p> <p>0% Minority</p> <p>100% Female</p> |
| <p>Employment into Job Group 1</p> <p>0% Minority</p> <p>0 % Female</p> | <p>Faculty Full-Time (Professor, Assistant Professor, Associate Professor, Lecturer, Senior Lecturer, Visiting Professor)</p> <p>Total Group 370</p> <p>22% of Total Group are Minority (29% of Minority are African American, 10% are Hispanic)</p> <p>47% of Total Group are Female</p> | <p>Separations from Job Group 4</p> <p>25% Minority (0% African American, 0% Hispanic)</p> <p>100% Female</p> |
| <p>Employment into Job Group 10</p> <p>10% Minority (0% African American, 100 % Hispanic)</p> <p>80% Female</p> | <p>Professional Salaried including Athletic Professionals</p> <p>Total Group 344</p> <p>15% of Total Group are Minority (51% of Minority are African American, 22% of Minority are Hispanic)</p> <p>56% of Total Group are Female</p> | <p>Separations from Job Group 2</p> <p>50% Minority (100% African American, % Hispanic)</p> <p>0% Female</p> |
| <p>Employment into Job Group 3</p> <p>0% Minority</p> <p>33% Female</p> | <p>Clerical/Secretary</p> <p>Total Group 123</p> <p>12% of Total Group are Minority (60% of Minority are African American, 33% are Hispanic)</p> <p>89% of Total Group are Female</p> | <p>Separations from Job Group 1</p> <p>0% Minority</p> <p>100% Female</p> |

PERSONNEL ACTION MINORITY/FEMALE SNAPSHOT REPORT 10/1-12/31/2021

| EMPLOYMENT INTO JOB GROUP | JOB GROUP | SEPARATIONS FROM JOB GROUP |
|--|--|-------------------------------------|
| <p>Employment into Job Group 2</p> <p>0% Minority</p> <p>100% Female</p> | <p>Technical/Paraprofessional (IT, Library, WYSU, Communication)</p> <p>Total Group 60</p> <p>10% of Total Group are Minority (50% of Minority are African American, 17% are Hispanic)</p> <p>42% of Total Group are Female</p> | <p>Separations from Job Group 0</p> |
| <p>Employment into Job Group 0</p> | <p>Skilled Craft</p> <p>Total Group 7</p> <p>0% of Total Group are Minority</p> <p>14% of Total Group are Female</p> | <p>Separations from Job Group 0</p> |
| <p>Employment into Job Group 4</p> <p>0% Minority</p> <p>0% Female</p> | <p>Service/Maintenance</p> <p>Total Group 50</p> <p>14% of Total Group are Minority (86% of Minority are African American, 14% are Hispanic)</p> <p>4% of Total Group are Female</p> | <p>Separations from Job Group 0</p> |
| <p>Employment into Job Group 0</p> | <p>Full-time Protective Service/Police excluding Intermittent Protective Services/Police</p> <p>Total Group 23</p> <p>26% of Total Group are Minority (50% of Minority are African American, 50% Hispanic)</p> <p>26% Female</p> | <p>Separation from Job Group 0</p> |

Employee Turnover Rate 0.8%



Current Postings 10/16/2021 – 1/15/2022

Faculty

Beeghly College of Liberal Arts, Social Sciences, and Education

- Part-time Faculty – Counseling and School Psychology
- Part-time Faculty – Reading & Study Skills
- Part-time Instructor – Approaches to Professional Assessment Praxis Core
- Part-time Instructor – Early Childhood Education/Early Childhood Intervention Specialist
- Part-time Instructor – Literacy Education Instructor
- Part-time Instructor – Middle Childhood Education
- Part-time Instructor – First Year Experience Education Course
- Part-time Instructor – Health & Physical Education Instructor
- Part-time Instructor – Health & Physical Education Methods Instructor
- Part-time Faculty – Special Education Instructor
- Part-time Faculty – Teacher Education
- Part-time Faculty – English
- Part-time Faculty – Sociology
- Part-time Faculty – Psychology
- Part-time Faculty – Honors
- Part-time Faculty – Introduction to Sociology
- Part-time Instructor – History
- Part-time Faculty – Geography
- Part-time Instructor – Women’s and Gender Studies
- Part-time Instructor – Spanish
- Part-time Instructor – Hebrew
- Part-time Instructor – Religious Studies
- Part-time Faculty – Politics and International Relations
- Part-time Faculty – Philosophy
- Part-time Faculty – Linguistics/TESOL
- Part-time Faculty – First Year Experience Course, College of Liberal Arts and Social Sciences
- Part-time Faculty – Italian
- Part-time Faculty – Africana Studies
- Part-time Faculty – American Studies
- Part-time Faculty – French
- Part-time Faculty – American Sign Language
- Part-time Faculty – Spanish Phonetics/Distance Learning
- Part-Time Faculty, First Year Student Services
- Part-time Faculty – Humanities and Social Sciences – Political Science

Beeghly College of Liberal Arts, Social Sciences, and Education - continued

- Part-Time Faculty, PAGES – Geology
- College Credit Plus Instructor – History
- Part-Time Faculty, Medical Practices
- Continuing Education Instructor – English ESOL
- College Credit Plus Instructor – English
- Part-Time Faculty – Social Work

Bitonte College of Health and Human Services

- Part-time Instructor – Food & Nutrition Programs
- Part-time Faculty – Dental Hygiene
- Part-time Faculty – Medical Assisting Technology
- Part-time Faculty – Allied Health
- Part-time Faculty – Master of Health and Human Services
- Part-time Faculty – Emergency Medical Services
- Part-time Faculty – Health Informatics
- Part-time Faculty – Public Health
- Part-time Faculty – Hospitality Management
- Part-time Faculty – Public Health – Environmental Health and Safety
- Part-time Instructor – First Year Experience Course in Health & Human Services
- Part-time Instructor – Pharmacology for Nurse Anesthetist Students
- Part-time Instructor – Social Work Lakeland and Lorain CC Campuses
- Part-time Instructor – Social Work
- Part-time Faculty – Criminal Justice
- Part-time Undergraduate Faculty – Merchandising – Fashion & Interiors
- Part-time Undergraduate Faculty – Dietetics Programs
- Part-time Faculty – Health & Human Services 1510/1511 First Year Experience Course
- Part-time Faculty – Kinesiology and Sport Science – Activity Courses
- Part-time Faculty – Kinesiology and Sport Science –Therapeutic Exercises
- Part-time Faculty – Physical Therapy – Clinical Psychology
- Part-time Faculty – Masters in Athletic Training
- Part-time Faculty – Nurse Practitioner (Online)
- Part-Time Faculty, Forensic Sciences
- Part-Time Nursing Graduate Faculty, Nursing

Cliffe College of Creative Arts & Communication

- Part-time Instructor – Viola
- Part-time Faculty – Music Theory
- Part-time Instructor – Director of Dana Gospel Choir
- Part-time Faculty – Graphic Design
- Part-time Faculty – Art History
- Part-time Faculty – Visual Arts Foundations
- Part-time Vocal Instructor

Cliffe College of Creative Arts & Communication - continued

- Part-time Vocal Instructor – Classical Voice
- Part-time Instructor – Jazz Studies
- Part-time Faculty – Theatre & Dance Performance
- Part-time Faculty – First Year Experience Course in College of Creative Arts & Communication
- Part-time Faculty – Dana School of Music
- College Credit Plus Instructor – Communication Foundation

College of Science, Technology, Engineering and Mathematics

- Part-time Instructor – Mathematics
- Part-time Instructor – Mechanical Engineering Technology
- Part-time Instructor – Mechanical Engineering
- Part-time Faculty – Chemistry
- Part-time Instructor – Electrical and Computer Engineering
- Part-time Faculty – Computer Science and Information Systems
- Part-time Faculty – Civil/Environmental and Chemical Engineering
- Part-time Instructor – Engineering Technology
- Part-time Instructor – Biology in the Modern World Laboratory
- Part-time Instructor – Microbiology Laboratory
- Part-time Instructor – Civil and Construction Engineering Technology
- Part-time Faculty – Anatomy & Physiology
- Part-time Faculty – Plant Biology
- Part-time Instructor – Chemistry Lab Instructor
- Part-time Instructor – Draft and Design Technology
- Part-time Instructor – First Year Engineering Orientation
- Part-time Instructor – STEM Careers
- Part-time Instructor – Electrical Engineering Technology
- Part-time Instructor – Mathematics & Statistics
- Part-time Instructor – Microbiology for Health Care Professions Laboratory
- Part-time Instructor – Mammalogy
- Part-time Faculty – EUT Power Plant Technology Instructor
- Part-time Faculty – Industrial Engineering
- Part-time Faculty – Mechanical Engineering – Solid Mechanics
- Part-time Faculty – Mechanical Engineering – Thermal Fluids
- Part-time Faculty – Environmental Science
- Part-time Faculty – STEM First Year Orientation
- Part-time Faculty – Chemical Engineering
- Part-time Faculty – Forensic Sciences
- Part-time Faculty – STEM Professional Career Planning
- Assistant Professor – Electrical Engineering Technology (Tenure Track)
- College Credit Plus Instructor – Biological Sciences
- College Credit Plus Instructor Physics
- Assistant Professor – Civil Engineering (Tenure-Track)
- Assistant Professor – Mechanical Engineering (Tenure-Track)

College of Science, Technology, Engineering and Mathematics - continued

- Part-time Faculty – Mechanical Engineering Technology

Williamson College of Business Administration

- Part-time Instructor – Management
- Part-time Instructor – Marketing
- Part-time Instructor – Accounting/Finance
- Part-time Instructor – Management (Undergraduate Courses)
- Part-time Instructor – Legal Environment of Business
- Part-time Instructor – Master of Business Administration
- Part-time Instructor – Marketing/Center for Nonprofit Leadership
- Part-time Faculty – Economics
- Part-time Faculty – Communication Studies, Telecommunication Studies, and Journalism
- Assistant/Associate Professor, Finance (Tenure-Track) – Lariccia School of Accounting & Finance
- College Credit Plus Instructor – Mathematics/Statistics

Professional/Administrative

- Academic Advisor
- Assistance Coach Football- Director of Operations
- Assistant Director, Degree Completion and Credentialing Facilitator
- Associate Bursar
- Associate General Counsel
- Coordinator, Athletic Facility Operator
- Coordinator, Center of Career Management (.50 FTE)
- Coordinator, International Student Services
- Coordinator, Sales and Promotions
- Coordinator, Teacher Licensure
- Deputy Title IX Coordinator and Investigator
- Director, Internal Audit
- Coordinator, International Admissions
- Instruction Specialist
- Technology Trainer
- Senior Buyer
- Manager, Campus Technology Support
- Senior Financial Analyst
- Senior Research Scientist, Additive Manufacturing
- Technical Director, Advanced Manufacturing and Facilities Engineering
- Assistant Athletics Director
- Manager, Athletic Facilities and Programs
- Studio Coordinator and Broadcast Engineer

Professional/Administrative - continued

- Senior Research Scientist, Additive Manufacturing
- Resolution Analyst
- Technical Director, Advanced Manufacturing and Facilities Engineering
- Visiting Scientist

Classified

- Local News Host and Producer – WYSU
- Academic Operations Specialist 2 – Visual and Dramatic Arts
- Accountant/Examiner 3 – University Bursar
- Accountant 3 – Controller's
- Academic Operations Specialist 1 – Dean Education
- Human Resources Generalist – Office of Human Resources
- Records Technician 1 – Registration & Records
- Carpenter 2 – Facilities
- Business Operations Specialist 2 – Excellence Training Center -MVICC
- Business Operations Specialist 1 – Academic Affairs
- Delivery and Mail Clerk – Delivery Services
- Print Assistant – Printing Services
- Academic Operations Specialist 1 – Teacher Education and Leadership Studies
- Maintenance Repair Worker 2 – Facilities
- Academic Leader – Brookfield
- Activity Leader – Multiple Locations
- Software Integration Analyst 1 – IT Application Services



SUMMARY OF PERSONNEL ACTIONS

Classified Employees

10/16/2021 through 01/15/2022

Appointments – 12

- Classified Civil Service – 11
- Externally Funded – 1

Separations – 10

- Classified Civil Service – 4
- Classified Excluded – 4
- FOP– 1
- FOP – Excluded – 1

Promotions – 4

- Classified Civil Service – 2
- Classified Excluded – 2

Reclassifications/Position Adjustments – 3

- Classified Civil Service – 3

Salary Adjustments – 13

- Classified Civil Service – 12
- Classified Excluded – 1



TO: Board of Trustees, Youngstown State University
Mr. Charles T. George
Dr. Anita A. Hackstedde
Dr. John R. Jakubek
Mr. Joseph J. Kerola
Mr. Michael A. Peterson
Mr. James "Ted" Roberts, Esq.
Mr. Allen L. Ryan, Esq.
Mrs. Molly S. Seals
Mr. Eric A. Spiegel
Dr. Helen K. Lafferty
Ms. Elsa Khan, Student trustee
Ms. Galena Lopuchovsky, Student trustee

FROM: Dana Lantz, Director Equal Opportunity, Policy Development & Title IX

RE: 3356-2-04 Search waivers for hiring of faculty and professional/administrative staff report pursuant to (F)(6) for the March 2022 Board of Trustees' Meeting

DATE: January 15, 2022

Below please find the report information as required by 3356-2-04 Search waivers for hiring of faculty and professional/administrative staff pursuant to section (F)(6). The information contained herein consists of search waivers approved during the time period beginning October 16, 2021 through and including January 15, 2022.

Date approved: 1/10/22
Requestor: Rebecca Fink
Department: Athletics
Position: Assistant Coach, Sports Performance
Candidate: James Rodenberg
Start date: 1/17/22
Race/Gender: White/male
Rationale: Immediate need to fill vacancy as the responsibilities of this position have a direct effect on the health and safety of the athletes.



Date approved: 12/30/21
Requestor: Bruce Keillor
Department: Management and Marketing
Position: Associate Professor
Candidate: Jeong Hoon Choi
Start date: 8/22/22
Race/Gender: Asian/male
Rationale: Previously advertised as assistant professor and candidate selected. Required associate professor title. Salary did not change from search.

Date approved: 12/30/22
Requestor: Rebecca Fink
Department: Athletics
Position: Assistant Coach, Football
Candidate: Deonte' Gibson
Start date: 1/4/22
Race/Gender: Black/male
Rationale: Due to two vacancies on the defensive football staff, waiver necessary to fill expeditiously.

Date approved: 11/28/21
Requestor: Katrena Davidson
Department: Controller's Office
Position: Manager, general Accounting
Candidate: Michael Hackstedde
Start date: 1/1/22
Race/Gender: White/male
Rationale: Based on candidate's work performance, he is certainly promotable into this position. Providing promotional opportunities within the unit when vacancies occur is a strategic human resource retention strategy and is important for succession planning.

Date approved: 11/28/21
Requestor: Katrena Davidson
Department: Controller's Office
Position: Associate Controller General Accounting
Candidate: Steven Hoffmaster
Start date: 1/1/22
Race/Gender: White/male
Rationale: Based on candidate's work performance, he is certainly promotable into this position. Providing promotional opportunities within the unit when vacancies occur is a strategic human resource retention strategy and is important for succession planning.



**RESOLUTION TO APPROVE
THE MULTI-YEAR APPOINTMENT OF THE DEAN OF THE WILLIAMSON
COLLEGE OF BUSINESS ADMINISTRATION WITH RANK AND TENURE**

WHEREAS, a vacancy occurred in the position of Dean Williamson College of Business Administration with the Retirement of Betty Jo Licata; and

WHEREAS, the Board of Trustees approved the authorization of a search in accordance with University Policy 3356-9-02 Selection, Appointment, and Evaluation of Administrative Officers; and

WHEREAS, the position of Dean, Williamson College of Business Administration is eligible for a multi-year appointment when in the best interest of the University pursuant to University Policy 3356-9-02 and requires that the Board approve this appointment prior to the start date of the multi-year contract; and

WHEREAS, this position is eligible for faculty rank and tenure pursuant to University Policy 3356-9-05, Faculty Rank and Tenure for Designated Administrators; and

WHEREAS, a candidate was identified from an applicant pool obtained as a result of a national search process and recommended by the search committee; and

WHEREAS, the candidate's credentials have been reviewed by the tenured faculty members of the Department of Management and Marketing with a recommendation to the Board of Trustees that the candidate be appointed as a full Professor with tenure; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby approve the multi-year appointment of Dr. Kelly Wilkinson as the Dean of the Williamson College of Business Administration with tenure, effective March 3, 2022 through June 30, 2025, attached as an exhibit.

Board of Trustees Meeting

March 3, 2022

YR 2022-



Multiple Year Appointment

March 3, 2022

Dr. Kelly Wilkinson
8210 Timberlane Drive, NE
Warren, Ohio 44484

Dear Dr. Wilkinson:

It is a pleasure to offer you the position of Dean and Professor, as described herein.

Title: Dean, Williamson College of Business Administration **Division:** Academic Affairs
Employment Period: March 3, 2022 to June 30, 2025 **Union:** Excluded
Annual Salary: \$180,000 **Salary Range:** A12
FTE: 1.00-Professional/Administrative Staff

This appointment is subject to formal approval by the Board of Trustees, a recommendation that I will make at the regular meeting of the Board of Trustees on March 3, 2022, per Board of Trustees Policy 3356-9-02.

This appointment is also subject to the provisions of the Ohio Constitution and Revised Code, applicable regulations of State agencies, and the policies of the Board of Trustees of Youngstown State University; it is contingent upon the availability of funds, your rendering full-time service to the University in accordance with the provisions of applicable laws, regulations and policies, your submission of proper documentation of your professional credentials, and your submission of periodic reports concerning your consulting activities.

I understand that you will be recommended for appointment at the rank of full Professor with tenure in the Williamson College of Business Administration, Department of Management and Marketing. I will be pleased to forward that recommendation with my own support to the Board of Trustees.

If during this employment period, the University recommends that you assume your full-time faculty status, you would be entitled to continue to receive your current salary as Dean for the remaining employment period designated in this Multiple Year Appointment. Thereafter, your salary would be determined by the base salary (set forth below) and adjusted in accordance with the provisions of applicable University rules, Board policies and collective bargaining agreements.

Should you wish to step down from the position of Dean to assume full-time faculty status at the University, you will thereafter be deemed a full-time, nine-month faculty member with tenure. Your annual base salary for the faculty appointment as of March 3, 2022, is \$125,000. Any increases to the base salary would be determined in accordance with the provisions of applicable University rules, Board policies and collective bargaining agreements.

Youngstown State University may terminate your appointment at any time with just cause. If just cause exists, you will be terminated effective immediately upon receipt of written notice. For purposes of this appointment, just cause shall mean: (a) neglect or failure to fulfill the duties, responsibilities and obligations required of your position as



determined in the sole judgment of the University; (b) any conduct that constitutes moral turpitude or that would bring public disrespect upon the University, as determined by the University; (c) a violation of any local, state or federal law, excluding minor violations; or (d) any other normally understood meaning of just cause in similar employment at the other public universities in the State of Ohio.

In addition to your salary, you are eligible for participation in certain fringe benefit programs. These include: health insurance, prescription coverage, term life insurance, dental and vision insurance, and other benefits as provided by the Board of Trustees to those in the Professional/Administrative Staff. The University also provides the option of contributing to both 403(b) and 457 Plans. No employer contributions are made.

Your earnings from this job are not covered under Social Security. You will have the option of enrolling in Ohio's Public Employees Retirement System (OPERS) or the Alternative Retirement Program (ARP) during the term of this appointment. As a condition of employment, your salary and other payments made to you will be subject to the Salary Reduction Pick-Up, i.e., employee contributions withheld on a pre-tax basis. The University is required to contribute on your behalf to Ohio's Public Employees Retirement System (OPERS) or the Alternative Retirement Program (ARP) during the term of this appointment. For additional information, please visit www.opers.org.

Professional/Administrative staff will earn 22 days of vacation leave and 15 days of sick leave per year; this is per Board policy, and subject to change. Vacation and sick leave are accrued commencing with the first semi-monthly pay period.

If the terms and conditions of this appointment are agreeable, please sign and return this appointment letter to the Office of Human Resources at your earliest convenience. A copy will be provided to you for your records.

I want to welcome you to our Senior Leadership Team. We look forward to working with you to make Youngstown State University a premier university in Ohio and beyond.

Best Regards,

Mr. James P. Tressel, President

I accept the appointment under the terms set forth above.

Signed: _____

Date: _____

February, 2022

TO: YSU Campus Community

FROM: President James P. Tressel

SUBJECT: Our shared role in the sustainable prosperity of YSU, the region, and the State

As we close in on the one-month mark of the Spring semester, we wanted to update everyone on our successes as well as our challenges, and opportunities associated with student futures and lifelong learning and academic distinction and discovery of knowledge. Increasing this understanding will reveal the important role that each of us plays to address them as we strive to inspire, enrich and enhance the lives of our students and community.

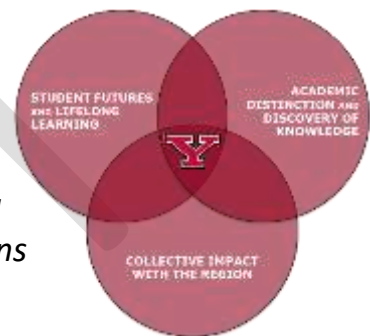
We all realize that for YSU to thrive, we must strive to have a positive and collective impact with the community. This means contributing in ways that can help increase the successes of businesses, industries, and innovators that makes the region attractive to an expanding population that will be engaged in their work and in their community.

We encourage you to stay informed, remain engaged and join together to support a sustainable future for the university for years to come. We each play a role and have a responsibility to support the attraction of students, their completion of degrees, instructional excellence, as well as creating a supportive work environment in which talent thrives.

Thanks for your continued hard work. Be well, and, as always,

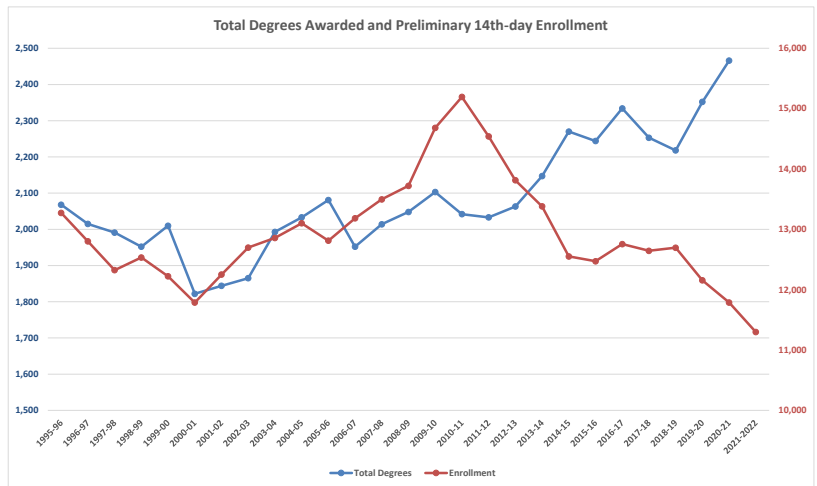
Go Penguins!

President Jim Tressel



Simply put: *Student* success is *our* success. And while part of that success is measured by a student choosing to attend YSU, our greatest success is when a student is awarded a YSU diploma. It is a bonus when those alumni remain in the region and in the State.

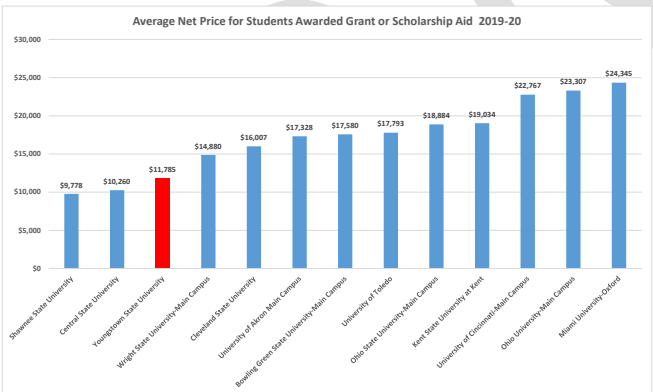
Over the past several years, we have made good strides in student success.



For instance, in Fall 2021, our graduating class of 686 students was the largest in six years. In fact, the number of graduates has increased in each of the last three years. In addition, the 6-year cohort graduation rate of YSU students is at 47

percent, increasing from 31 percent in 2010an impressive jump of 16 percentage points.

The value of a YSU degree is also significant, especially considering that our net price of attendance is among the lowest in the state. Given the quality of our educational experience, a YSU degree is both high value and affordable - two primary factors that influence the decision to attend an institution of higher education.

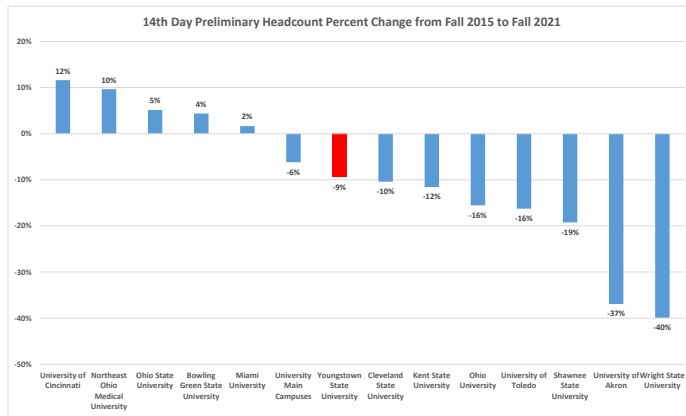


While the increasing number of students graduating is certainly positive, it also presents a challenge to our ongoing enrollment. For instance, 14th-day full-time equivalent enrollment is down 5.7 percent this Spring semester, compared to Spring 2021. That includes an 8.5 percent decrease in

undergraduate students. On the other hand, graduate student numbers are up 19.8 percent, due mostly to a significant jump in students in online graduate degree programs (up 65.8% headcount).

Not only is our increasing graduation rate a challenge to our enrollment, so too is the “demographic cliff” witnessed during the recession in the late 2000s and again during the COVID-19 pandemic. Over the next 15 years, the number of high school graduates in Ohio is estimated to decline by 7.2%. Closer to home, enrollment at the six local high schools that have typically accounted for 25 percent of our new student enrollment continues to decline. In the peak graduation class of the previous 10-15 years, those six high schools

graduated 1,977 students, compared to 1,326 last year, a loss of a whopping 651 graduates.



Demographic shifts are not only impacting YSU; all institutions of higher education in the State are being impacted in various ways. From Fall 2016 through Fall 2021, preliminary enrollment headcount at Ohio’s public four-year [main campuses](#) declined by 18,871 students (-6.3 percent). Over

that period, only four institutions experienced enrollment growth. Of the eight schools losing students, YSU experienced the lowest decline (-9 percent).

While these trends present challenges, they also provide opportunities. And fortunately, we anticipated these circumstances during the development of our strategic plan to [Take Charge of Our Future](#). As a result, we have implemented many initiatives to confront the challenges and to create opportunities including:

Recruitment

- We have increased awareness of the quality and affordability of a YSU educational experience via a new marketing and communication strategy in the Erie-to-Canton and Pittsburgh-to-Cleveland corridors, as well as targeted geo-markets.
- We have a renewed arrangement with EAB with enhanced recruitment initiatives including a strategic focus on prospective students who are more likely to attend YSU.
- We have implemented initiatives to increase overall interactions with prospective students and parents/guardians.

Financial Aid and Payment of Fees

- To help make a YSU education even more affordable, about \$70 million of the \$126 million raised in the historic “We See Tomorrow” campaign is endowed for student scholarships. That’s in addition to the approximately \$9 million annually in student scholarships provided by the YSU Foundation.
- We have adjusted our scholarship strategy to support more students with estimated family income near the threshold for financial aid.

- We have implemented a new international student scholarship strategy.
- We have adjusted policies and processes to reduce the numbers of students dis-enrolled for non-payment.

Orientation

- We have implemented specific and diligent efforts to increase the number of completed applications of admitted students.
- We have implemented specifically-designed social media interactions with admitted and prospective students to increase familiarity with campus and a sense of belonging, intentionally focused on increasing yield of admitted students to Orientation.
- We have designed Orientation and Ignite to “seal-the-deal”.

Technology-based Support

- We have implemented Penguin Pass, a degree audit system that will greatly assist students in academic program progress and degree completion.
- We have implemented CRM Advise, a platform that facilitates targeted outreach to instigate action-oriented student progress and success outcomes with 2,140 alerts in the first semester of implementation.

Curricular and advising-based support

- We implemented the Student Success Seminar that provides mentoring, advising and support for all incoming freshman.
- We redesigned advising structures in colleges, including increasing capacities to enhance college-based advising and mentoring.

Academic Distinction

- Faculty and staff were awarded nearly \$11 million in grants in fiscal year 2021 – nearly double the amount the previous year and the most in more than a decade.
- Our faculty are conducting research, have convened Shakespeare scholars, are featured artists and performers, and publishing books in peer-reviewed journals.
- Our faculty are being recognized for their accomplishments at the regional, national and international levels; being identified as members of the top tier of scholars in their disciplines; and serving as officers in a wide variety of professional organizations.

Teaching and Learning and the Student Experience

- We provided many sessions to improve the teaching and learning experiences for transitioning to online as well as in-person instruction, including the support of faculty members to participate in such sessions.
- Through the National Survey of Student Engagement, we determined:
 - First-year students reported that their experiences interacting with faculty, advisors, student services, administration, and spending time preparing for class (more than 15 hours per week) were better than peers.
 - Seniors reported that their experiences interacting with faculty, participating in a capstone experience, and participating in community-based projects were better than peers.

Student Academic Success and Engagement with Faculty

- Faculty engagement with students through research and other experiences culminated in reputation-enhancing outcomes such as:
 - The all-female concrete canoe team, the Penguin Steel Bridge team, the Moot Court team, and the Penguin Bowling team each earned high honors and recognition in their respective competitions.
 - The School Psychology program and the Physical Therapy department excelled in exam passage rates and Outstanding Platform Presentations, respectively.
 - The *Jambar* was recognized by the Society of Collegiate Journalists, and the Student Investment Fund was recognized by the Global Asset Management Education Forum for outstanding accomplishments.
 - Students produced a stunning mural at the future Deibel Park featuring two dozen Penguins.

The Campus

- We have implemented significant campus beautification and renovation strategies that have vastly improved the appearance of campus and enhanced instructional and laboratory spaces. We have partnered with private developers to bring new student housing and retail to campus, and we continue to make substantial technology improvements campus-wide—all while maintaining a relatively low level of institutional debt of \$73 million (compared to the average indebtedness of Northeast Ohio institutions of \$225 million).

- We collaborated with the city, county, Mercy Health, and others that secured funding for the transformation of Wick and Fifth avenues that will ultimately include autonomous vehicles.

The [Ohio Department of Higher Education](#) and the [Governor's Office of Workforce Transformation](#) collaborate to help assure Ohio reaches the established [number](#) of post-secondary credential and degree goals. From that perspective it is anticipated that:

“... Ohio will need to produce, by 2025, an estimated 1.3 million more adults with high-quality postsecondary certificates or degrees. ... at Ohio's current rate of production, by 2025, almost 2 million Ohioans will lack the postsecondary education or training needed to be competitive in the labor market...we...will have a shortfall of hundreds of thousands of credentialed workers with the knowledge and skills needed to fill projected workforce needs in Ohio in 2025.”

The importance of the Mahoning Valley to the prosperity of the state and the synergistic relationship of the success of YSU and the region are highlighted by recent comments made by Governor DeWine as reported by the [Vindicator](#):

“...think about places like the Mahoning Valley,” he said.

Specifically, DeWine mentioned Youngstown State University and its president Jim Tressel by name, calling the university “a player in the community.”

“They're not separated from the community. They're not just academia. They understand what's going on in the community, and they understand they have the potential to be a significant factor in the community.”

Prosperity of the Region and the State

- We are assessing the academic portfolio to optimally align the academic programs with education for career success.
- We have created the Division of Workforce Education and Innovation ([DWEI](#)) to be an integral community partner to help assure an available and educated workforce for the continually evolving investments by business and industry in the region and in the State.

- The DWEI is collaborating with various entities to “stand-up” [credentialing](#) opportunities as one method to “up-skill” for regional and state-wide workforce needs.
- Collaborations are emerging with the DWEI and academic programs to evaluate and determine how credentialing and badges can provide value to the educational experience, readiness for work, and investment in worker education by business and industry.
- The DWEI is working to support the successful implementation of the many opportunities for academic programs, research and innovation, and business and industry collaborations that can emerge via the [Excellence Training Center](#).

In addition, in partnership with the state of Ohio and other area schools, YSU has implemented initiatives to support degree completion of students who have stopped-out of college. Annually, YSU loses students who are academically eligible to continue their academic program and we need to facilitate their college comeback. Among the initiatives designed to help these students:

College Comeback

- We have initiated a program supporting a return-to-YSU strategy associated with reducing indebtedness accompanied by degree completion.
- Collaborating with eight other Northeast Ohio institutions, as guided by the [Chancellor and the Ohio Department of Higher Education](#), YSU is supporting a return-to-college strategy associated with reducing indebtedness accompanied by a degree completion strategy at any of the participating institutions.
- We are currently conducting an internal search for a new Completion and Credentialing Facilitator given institutional priorities to increase the number of students returning to complete a degree, secure a larger percentage of students enrolling at YSU from YSU-associated dual credit programs, and [credentialing](#) and badging to enhance a degree.

All-in-all, we are proactively engaged in creating a viable and sustainable future for Youngstown State University. It is clear from these examples that each of us is, will, and can contribute in many and various ways to successfully [Take Charge of Our Future](#).

<https://www.vindy.com/opinion/editorials/2022/01/dewine-shows-off-knowledge-of-our-valley/>

The Vindicator

DeWine shows off knowledge of our Valley

OPINION

JAN 27, 2022

We don't always agree with our governor's stance on various issues. Of course, that's probably the case with every elected official serving Mahoning Valley constituency.

But since taking office more than three years ago, we continually have been surprised pleasantly by Gov. Mike DeWine's understanding and apparently institutional knowledge of the Mahoning Valley, including the challenges our region faces.

During DeWine's time in the governor's office, this newspaper's editorial board and reporters have had many opportunities to speak directly with him about his plans, challenges and vision for Ohio. These conversations have occurred at news conferences, in meeting rooms at this newspaper's offices, by telephone or via video conferencing. Sometimes these get-togethers are "one-on-one" with our newspaper, and other times we are part of a statewide pool of journalists, meaning the governor may have little time to prepare for questions pertaining to any individual city or region in Ohio.

No matter what the case, DeWine consistently has demonstrated a very good understanding and knowledge of the challenges facing our Mahoning Valley.

We view that as very impressive, particularly considering that we are not one of Ohio's big "three C" communities — Columbus, Cleveland or Cincinnati — Ohio's most-populous cities.

During a recent conversation with a group of newspaper reporters and editors from all over Ohio, DeWine appeared by his comments to be well-versed on issues involving our region. He had good things to say about the Valley and its potential.

Specifically, the governor said he has been "very optimistic about the future of the Valley."

DeWine said he has told JobsOhio, which handles the state's economic development, to focus a lot of its efforts on communities outside of Columbus, Cleveland and Cincinnati.

"We're going to pay attention to them but think about places like the Mahoning Valley," he said.

Specifically, DeWine mentioned Youngstown State University and its president Jim Tressel by name, calling the university "a player in the community."

"They're not separated from the community. They're not just academia. They understand what's going on in the community, and they understand they have the potential to be a significant factor in the community."

DeWine said he's also seen a "difference in people's attitudes in the Mahoning Valley. I think the people are more optimistic, and that matters. The Mahoning Valley is a great place to raise a family. The cost of living is not high."

Also, the area, "from a distribution point of view, is well-situated," he said.

We applaud DeWine for making these comments, but more specifically, for the knowledge that allowed him to make these comments.

It should be noted DeWine also has been very good about granting time to the media at the beginning of each year in order to speak in generalities about the

successes or failures of the past year and about his vision for the upcoming year.

This year's annual recap took place via Zoom earlier this month. During the conversation, DeWine openly addressed a variety of topics posed by reporters ranging from COVID-19 to gun reform, from the state's death penalty to legalized marijuana and much more.

Indeed, our position on these topics and many others may match or vary greatly from the governor's stance. But at the end of the day, all these topics are of great interest to the constituency, and DeWine did not shy away from sharing his viewpoints on any of them.

We applaud DeWine for his availability in addressing questions with transparency. And we applaud his detailed Mahoning Valley knowledge.

editorial@vindy.com

Youngstown State University Editorial Board Discussion
Vindicator and Warren Tribune
January 27, 2022

- Focus on Strategic Plan
 - Figure 1: Regardless of the circumstances of the Pandemic, YSU has implemented the Plan
 - Figure 12: A very purposeful and inclusive process was used to assess the academic portfolio
 - Figure 13: The assessment included significant mission and data-informed perspectives
- Challenges of the ever-evolving higher education landscape
 - Figure 10: The Valley's population has and is declining requiring turn-around strategies for regional sustainable prosperity
 - Figure 8: Compared to the peak year, the number of graduates from local high schools has declined
 - Figure 2: Of the eight institutions that lost enrollment over this period of time, YSU's enrollment declined the least
 - Figure 3: Interestingly, YSU is graduating more total students as enrollment is declining than when enrollment was at the peak
 - Figure 4: Both fall to fall and fall to spring measures of retention have increased compared to previous years
 - Figure 5: Four- and six-year graduation rates have increased in recent years
- A YSU degree has high value
 - Figure 6: YSU has the third-lowest net price than all 13 public institutions of higher education
 - Figure 9: YSU's educational experience relative to cost is very high value using McKinsey approach to measuring value (YSU illustration 2010-2020)

- Workforce education and innovation
 - Figure 11: YSU must through the Collective Impact with the Community goal of the Plan, commit to various education for career pathways including credentials, badges, and upskilling as well as degree completion
- Low debt compared to other universities
 - Figure 14: YSU's debt is vastly smaller than other NEO institutions
- Fundraising – We See Tomorrow campaign - \$126 million
 - Figure 7: Supporters of YSU have contributed to a campaign unlike any in the history of the University and Foundation (\$70.4 million for scholarships)
- Intercollegiate athletics as a strength
 - Figure 15: YSU spends less per student athlete via various measures compared to the MVFC average

<https://ysu.edu/strategic-planning>

<https://ysu.edu/strategic-planning/phase5/academic-actions>

<https://ysu.edu/strategic-planning/phase5/support-area-actions>

The Plan for Strategic Actions to Take Charge of Our Future

(<https://ysu.edu/sites/default/files/RESOLUTION%20to%20Approve%20BOT%20SP%20Taking%20Charge%20of%20Our%20Future.pdf>)

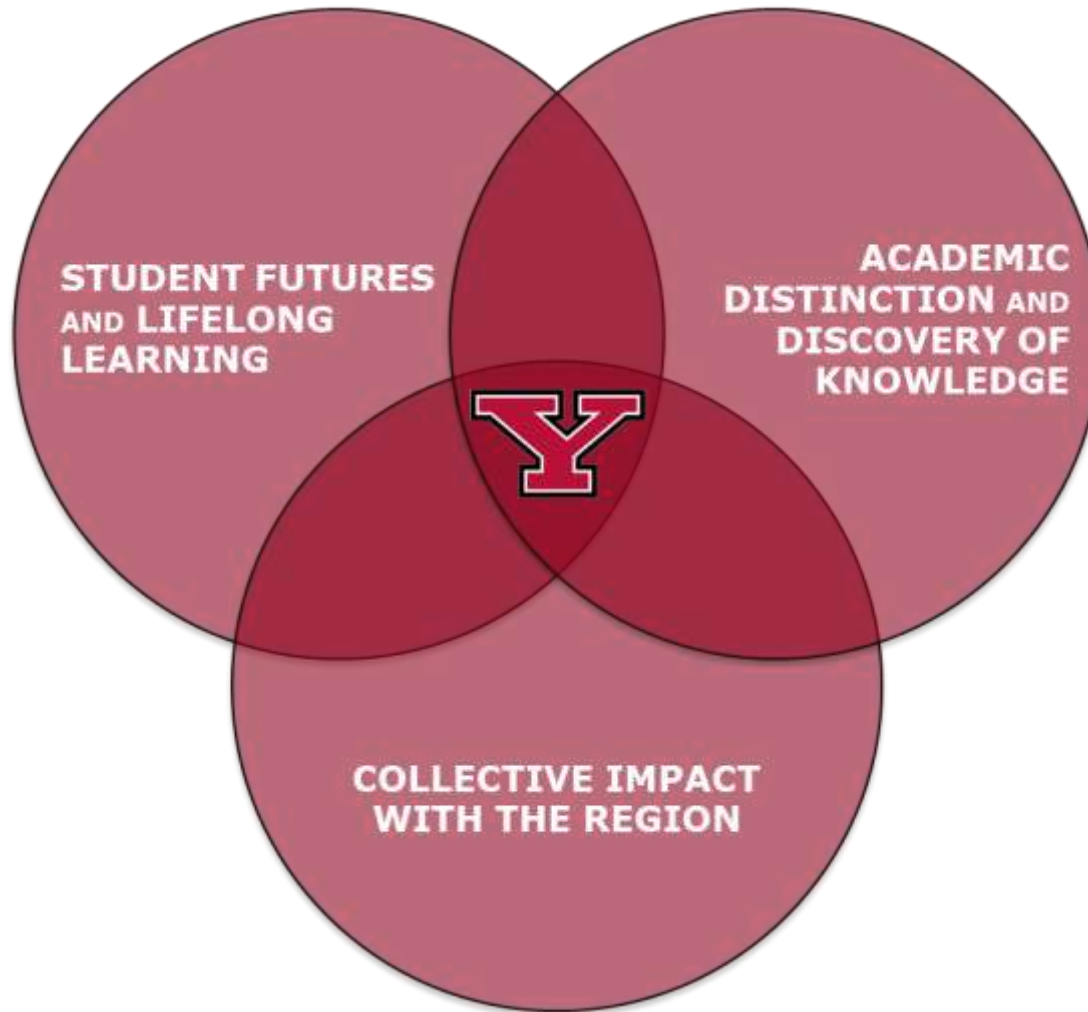


Figure 1: Regardless of the circumstances of the Pandemic, YSU has implemented the Plan

<https://www.ohiohighered.org/data-reports/enrollment>

On the Ohio Department of Higher Education website at the above URL using the link as illustrated below.

Preliminary Headcount

- [Preliminary Headcount, Fall 2021 \(xlsx\)](#)

https://ysu.edu/sites/default/files/institutional-research/ADA_historical_Fhcnt21.pdf

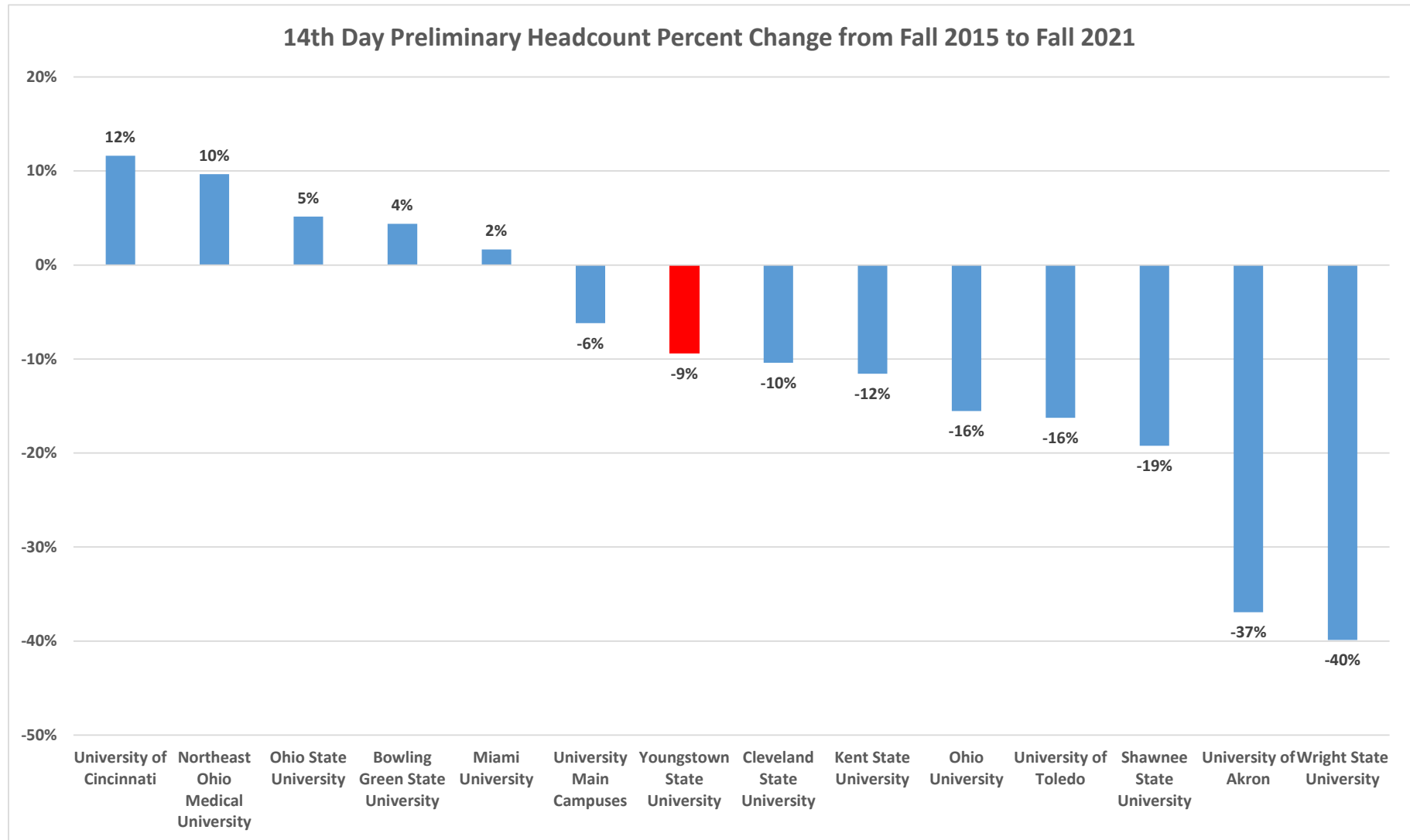


Figure 2: Of the eight institutions that lost enrollment over this period of time, YSU's enrollment declined the least.

https://ysu.edu/sites/default/files/ADA_Historical_degrees67-20.pdf

https://ysu.edu/sites/default/files/institutional-research/ADA_historical_Fhcnt21.pdf

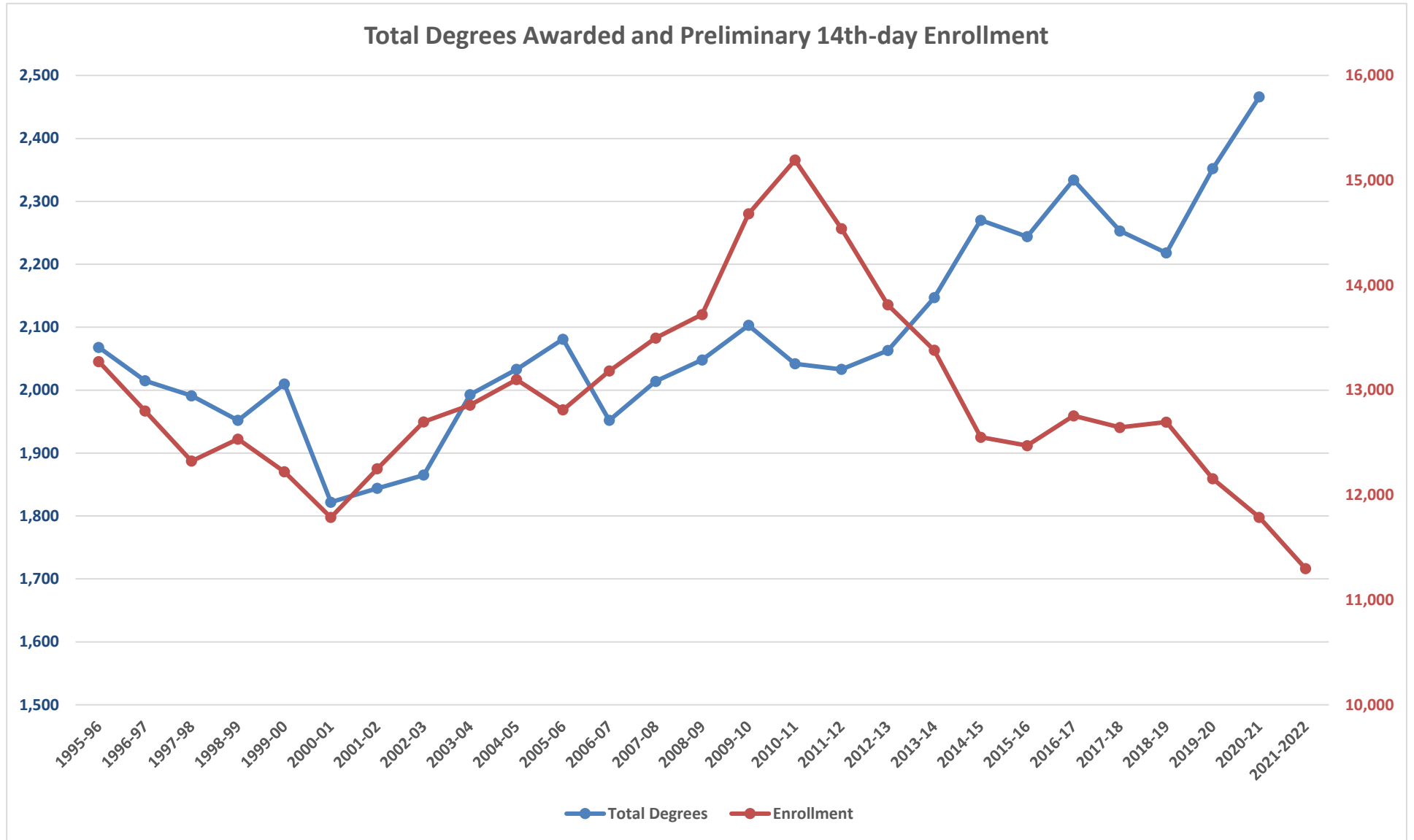


Figure 3: Interestingly, YSU is graduating more total students as enrollment is declining than when enrollment was at the peak.

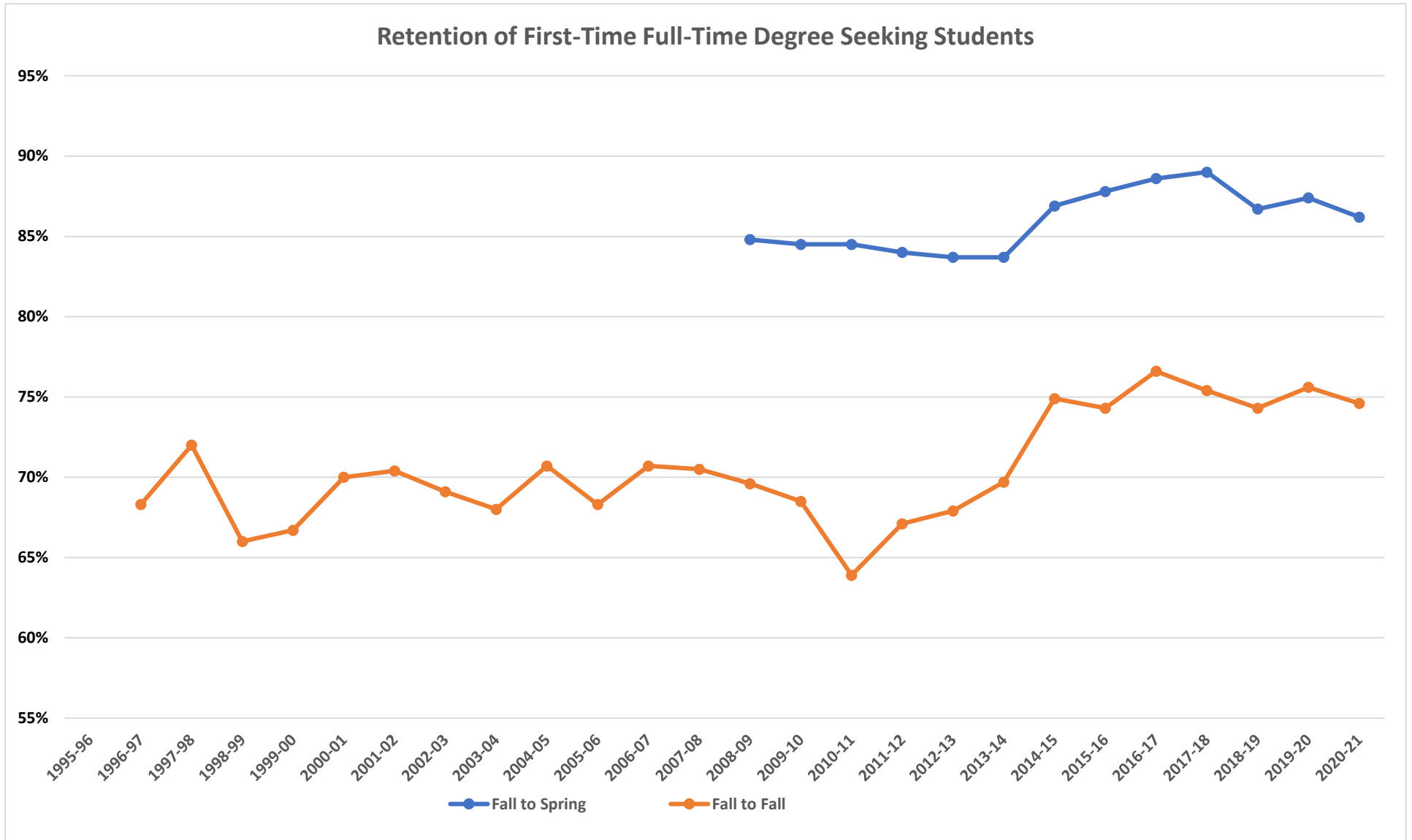


Figure 4: Both fall to fall and fall to spring measures of retention have increased compared to previous years.

Entering Cohort Graduation Rate

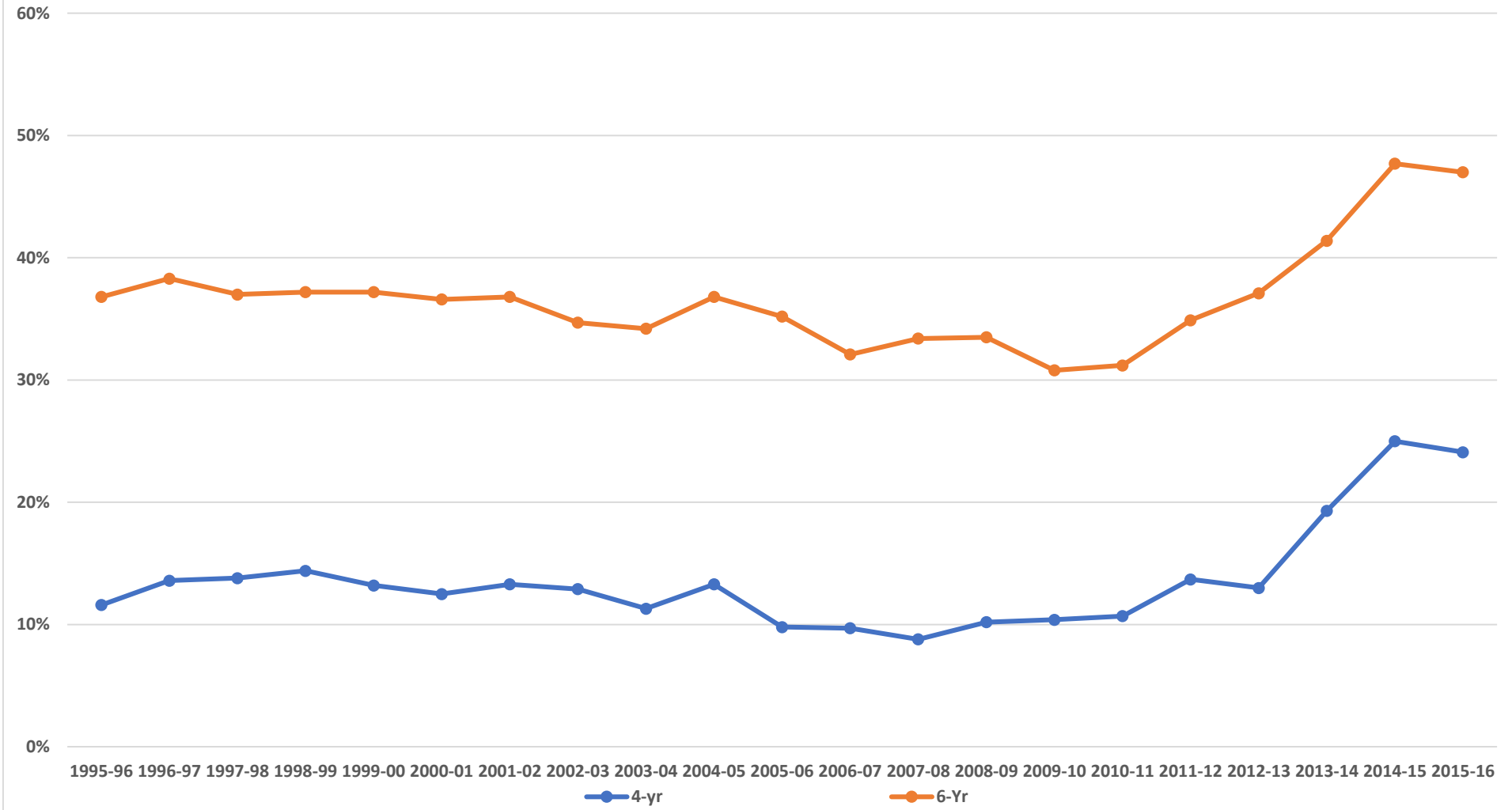


Figure 5: Four-, and six-year graduation rates have increased in recent years

<https://nces.ed.gov/ipeds/datacenter/InstitutionByName.aspx?goToReportId=1>

Your IPEDS-DataCenter session job number is Guest_4227257337

A net price is an estimate of the actual cost you and your family need to pay in a year to cover education expenses for you to attend a particular college or career school. It is the institution's cost of attendance minus any grants and scholarships for which you may be eligible.

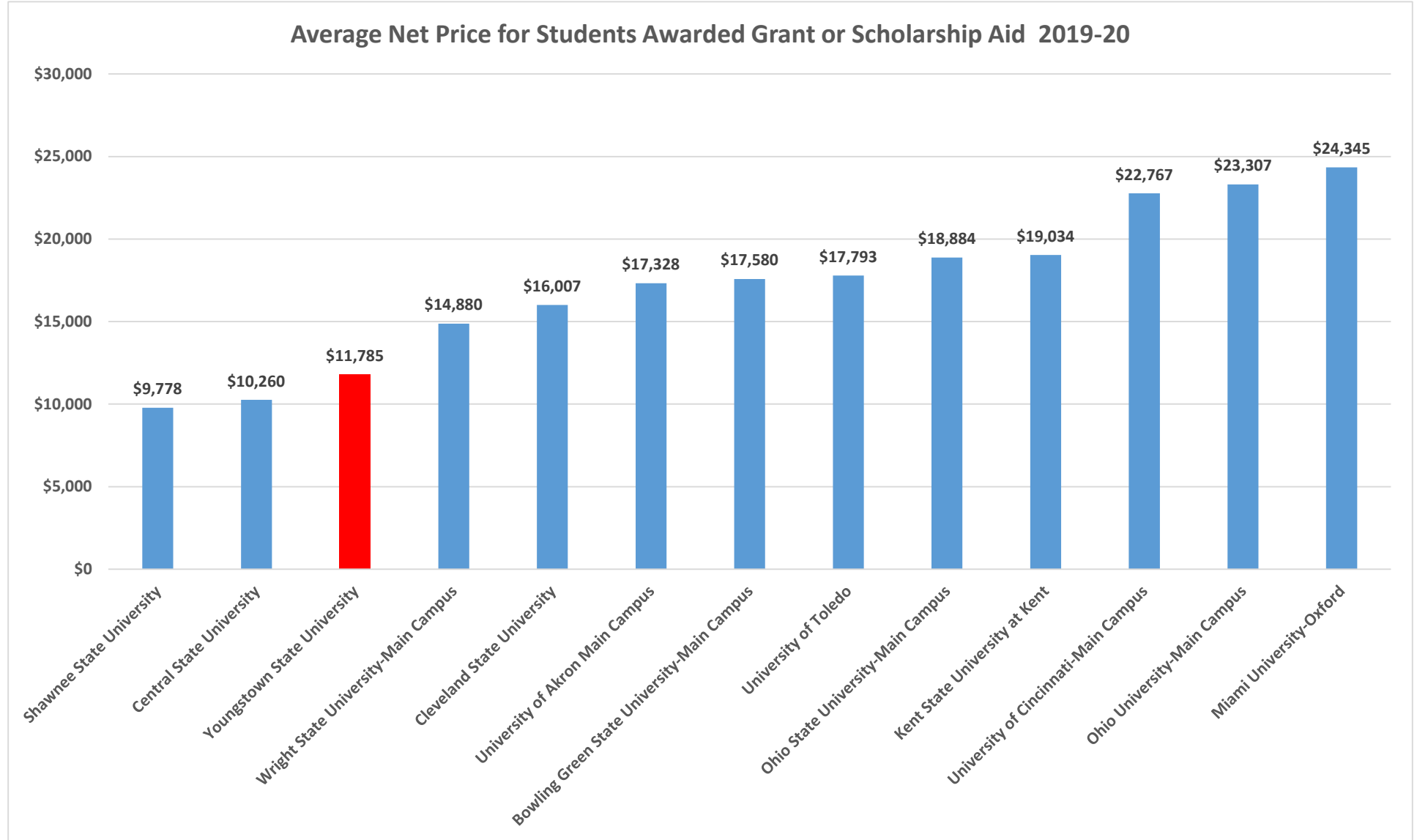


Figure 6: YSU has the third lowest net price than all 12 four-year public main campuses in Ohio.

Paul McFadden, President
YSU Foundation
pmcfadden@ysufoundation.org

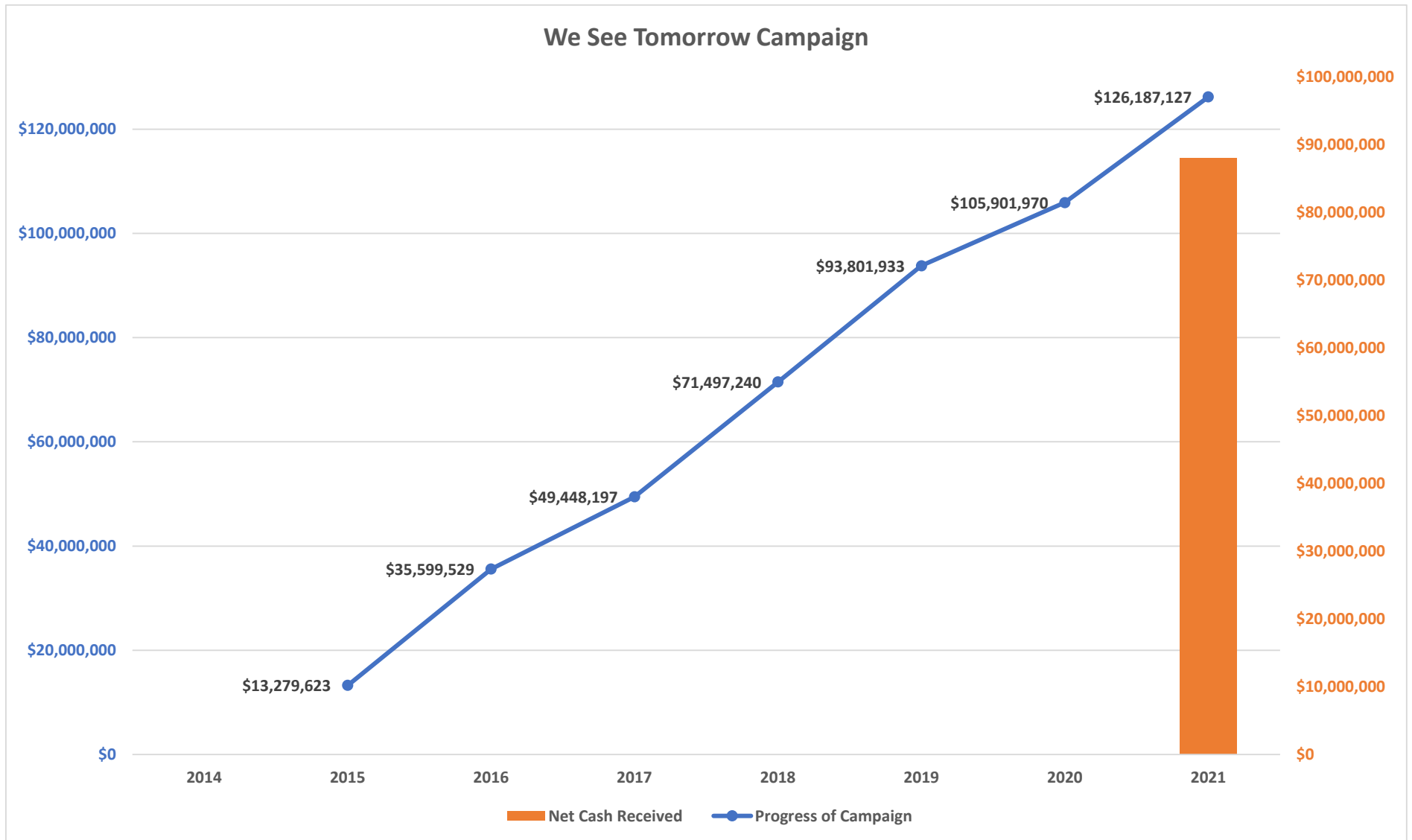


Figure 7: Supporters of YSU have contributed to a campaign unlike any in the history of the University and Foundation (\$70.4 million for scholarships).

Elaine Ruse
Associate Vice President
Director of Student Financial Aid and Scholarships
eruse@ysu.edu

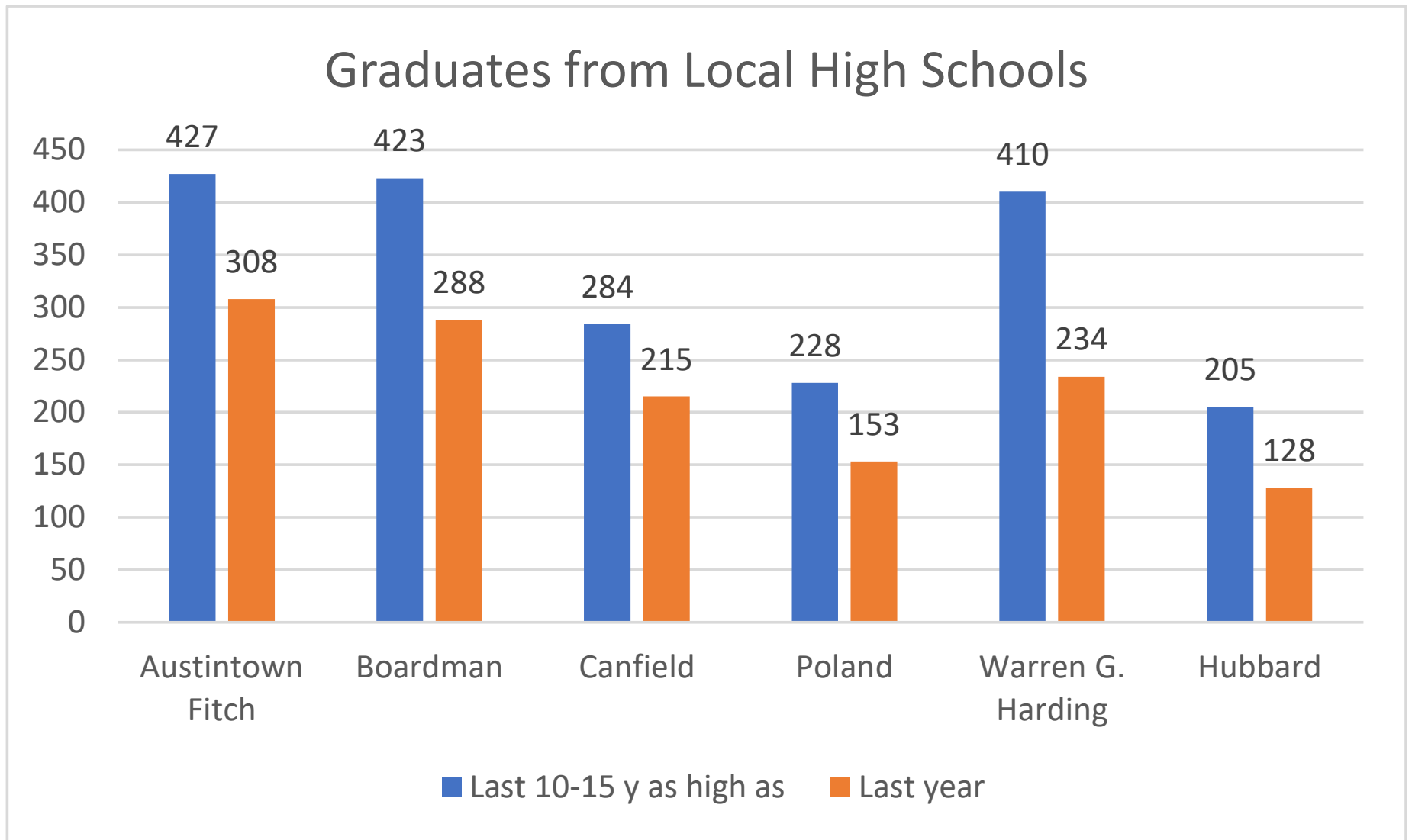


Figure 8: Compared to the peak year, the number of graduates from local high schools has declined.

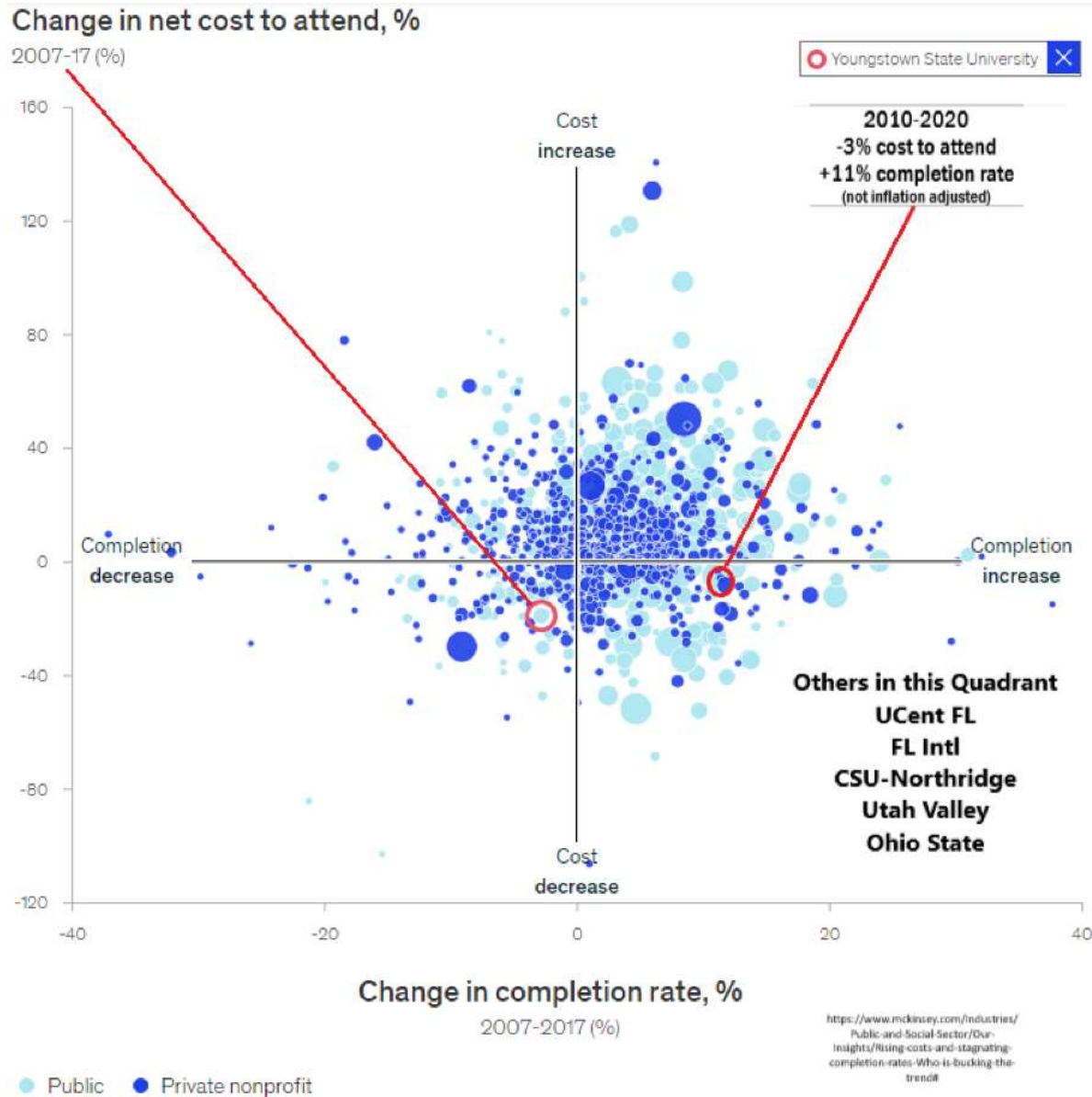


Figure 9: YSU's educational experience relative to cost is a very high value using the McKinsey approach to measuring value (YSU illustration 2010-2020).

<https://worldpopulationreview.com/us-counties/oh/mahoning-county-population>

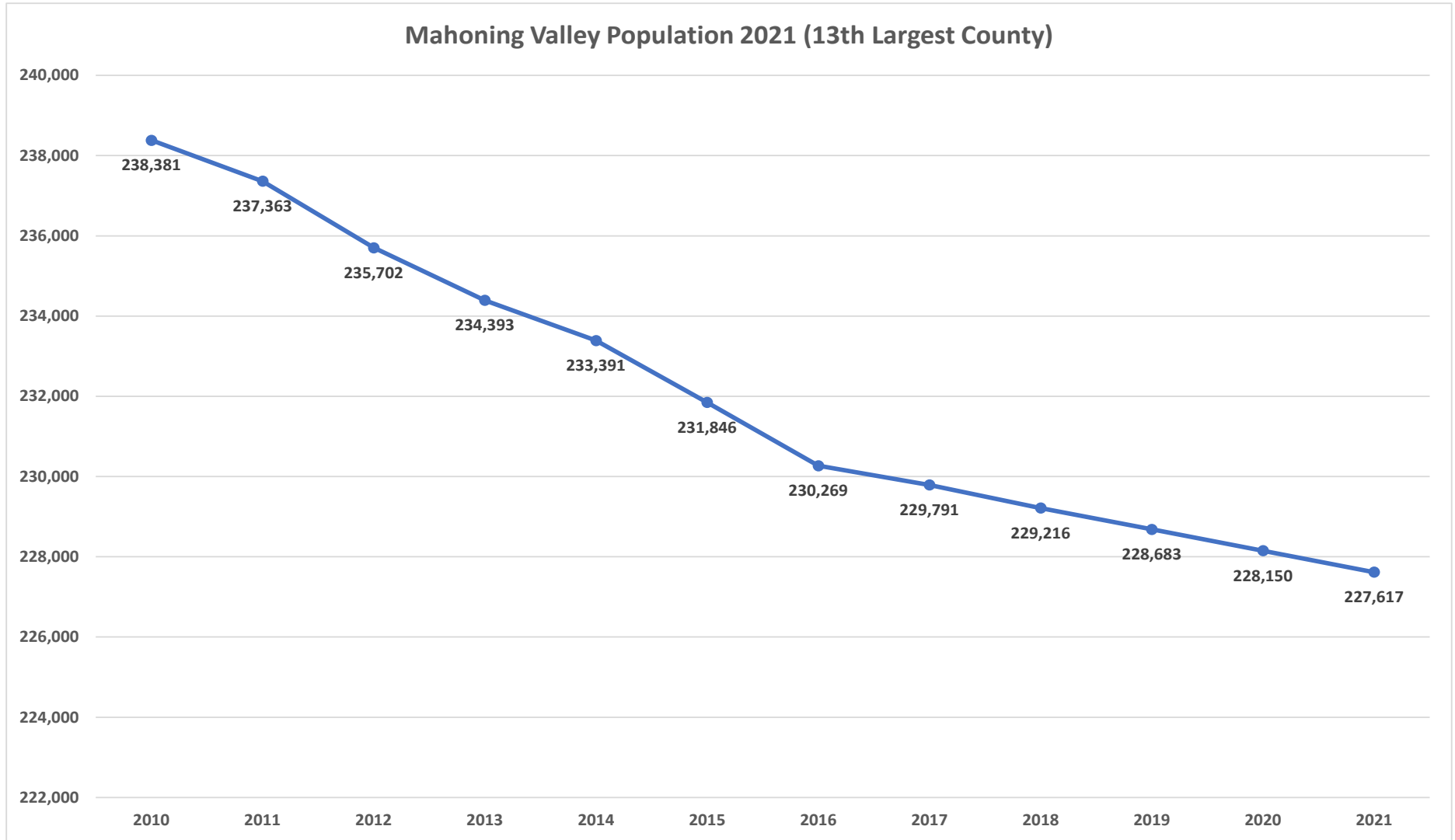


Figure10: The Valley's population has and is declining requiring turn-around strategies for regional sustainable prosperity.

Edited illustration below is from: [Advancing Career and Technical Education \(CTE\) in State and Local Career Pathways Project: Final Report](#); Mary Gardner Clagett, Jobs for the Future, December 2015; US Department of Education, Office of Career, Technical and Adult Education

The Postsecondary Alignment of Programs of Study and Adult Career Pathways

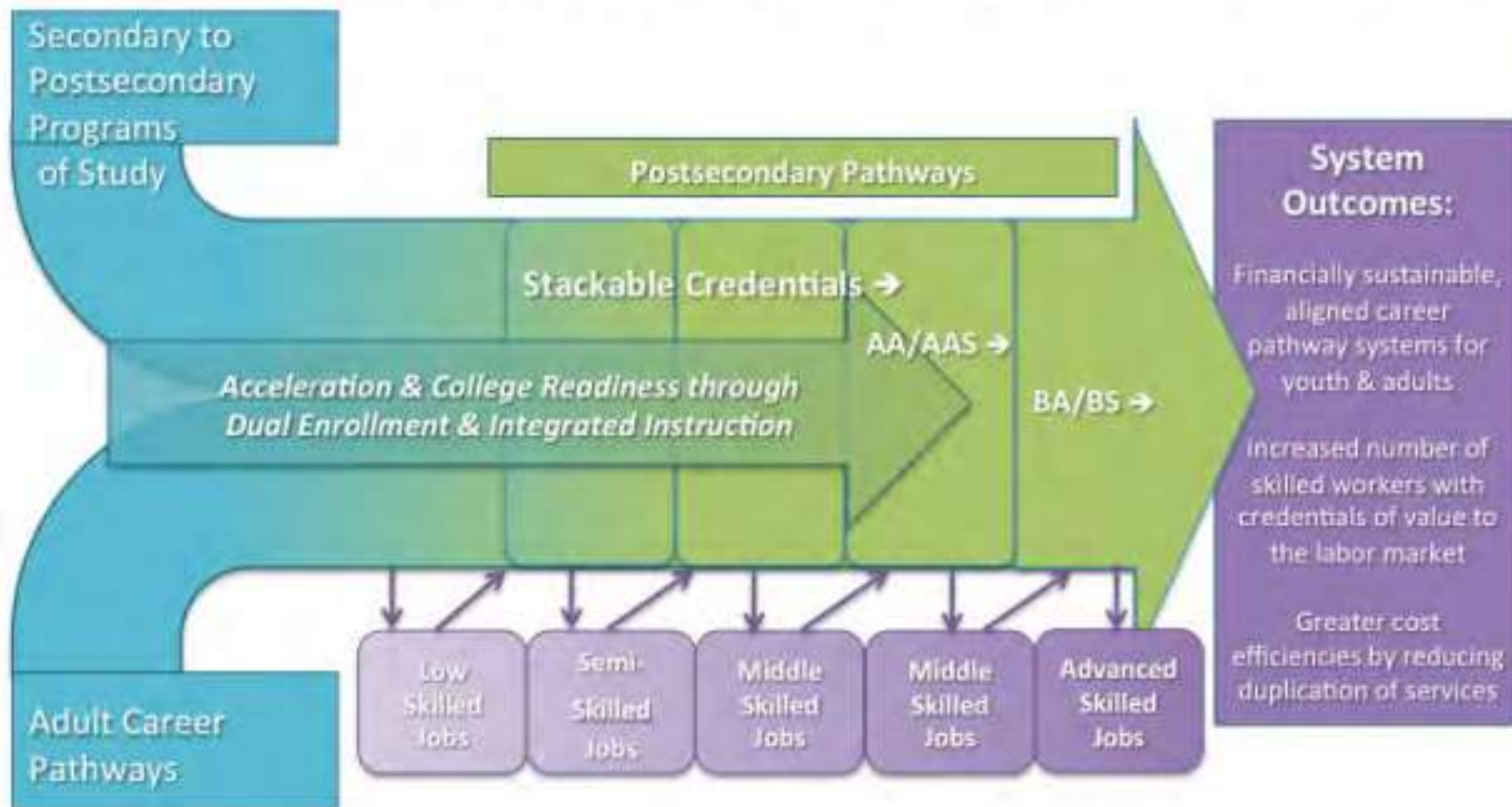


Figure 11: YSU must through the Collective Impact with the Community goal of the Plan commit to various education for career pathways including credentials, badges, and upskilling as well as degree completion.

Timeline for Academic Program Enhancement and Effectiveness Initiative

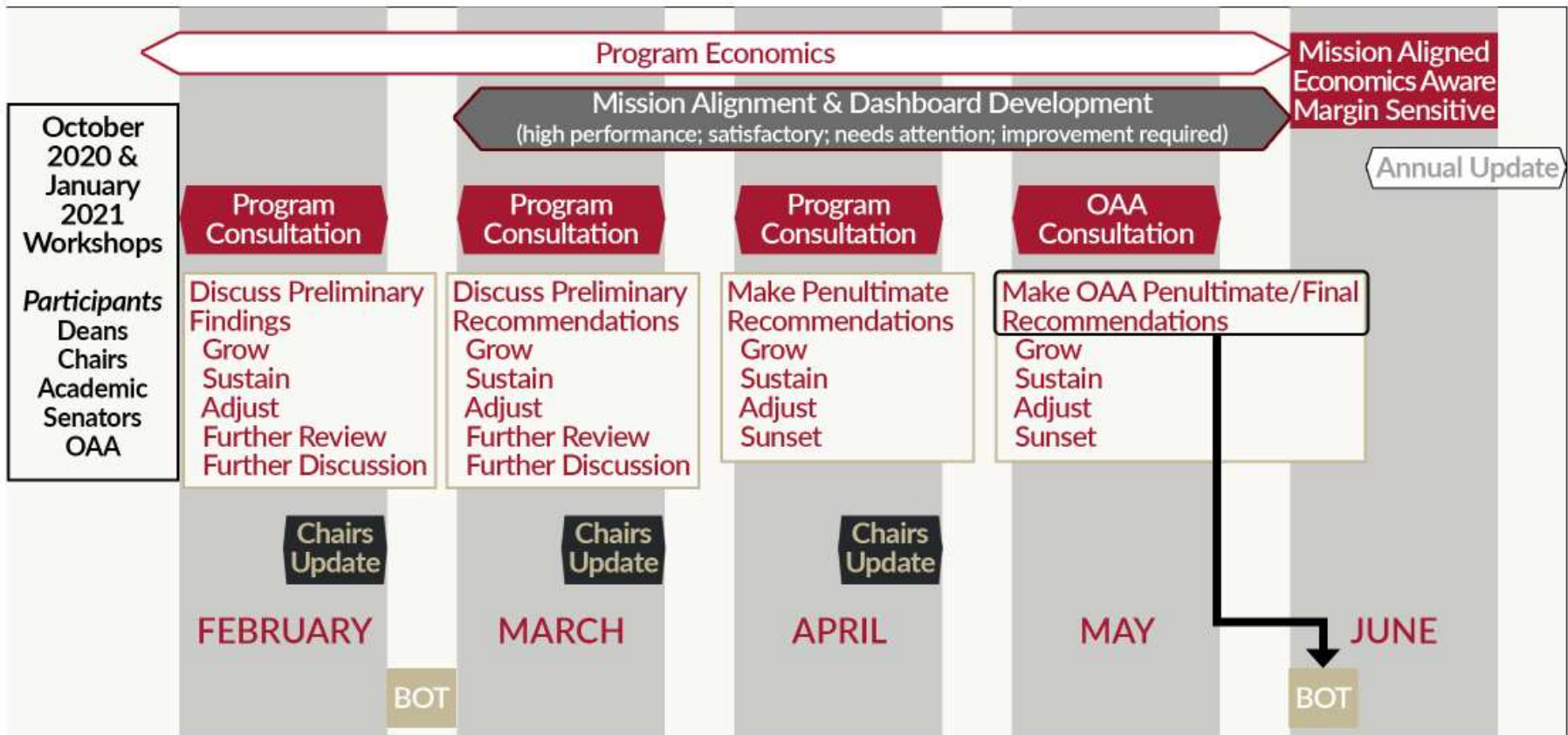


Figure 12: A very purposeful and inclusive process was used to assess the academic portfolio.

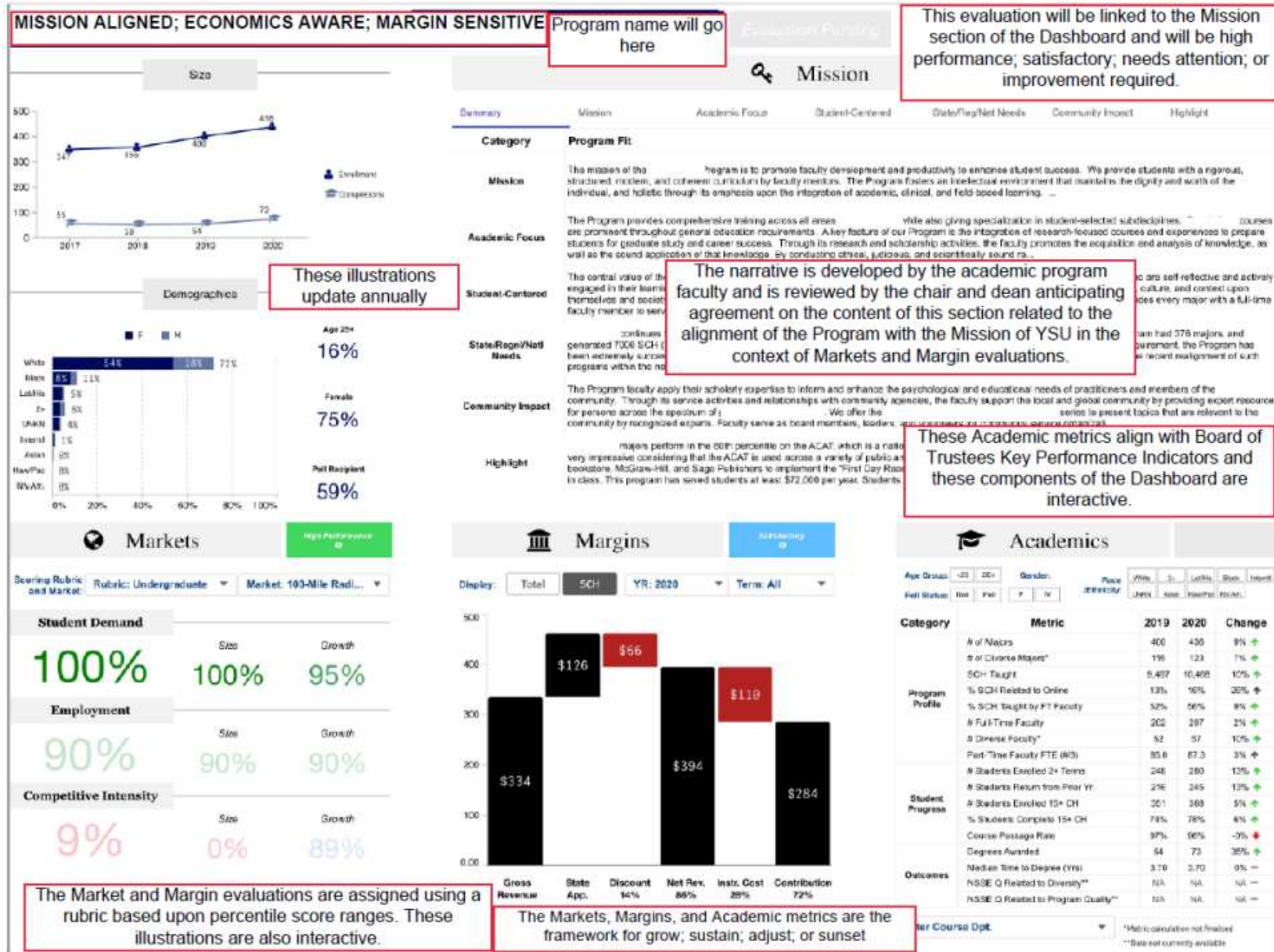


Figure 13: The assessment included mission aligned, economics aware and margin sensitive data-informed perspectives.

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Vice President of Finance and Business Operations

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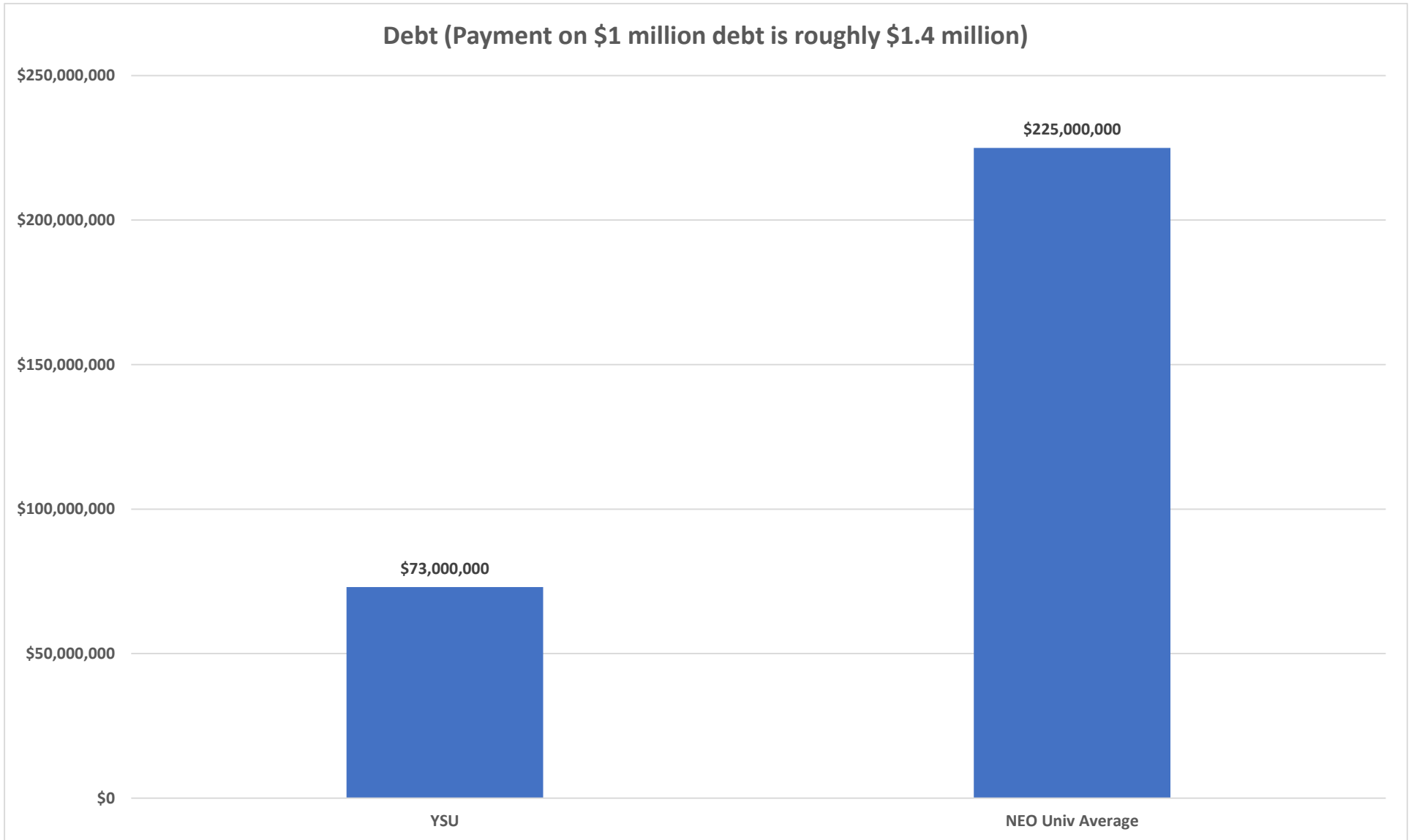


Figure 14: YSU's debt is vastly lower than other NEO institutions.

Board of Trustees
University Affairs Committee
Department of Intercollegiate Athletics Enhancement and Effectiveness
September 1, 2021
Ron Strollo
rastrollo@ysu.edu

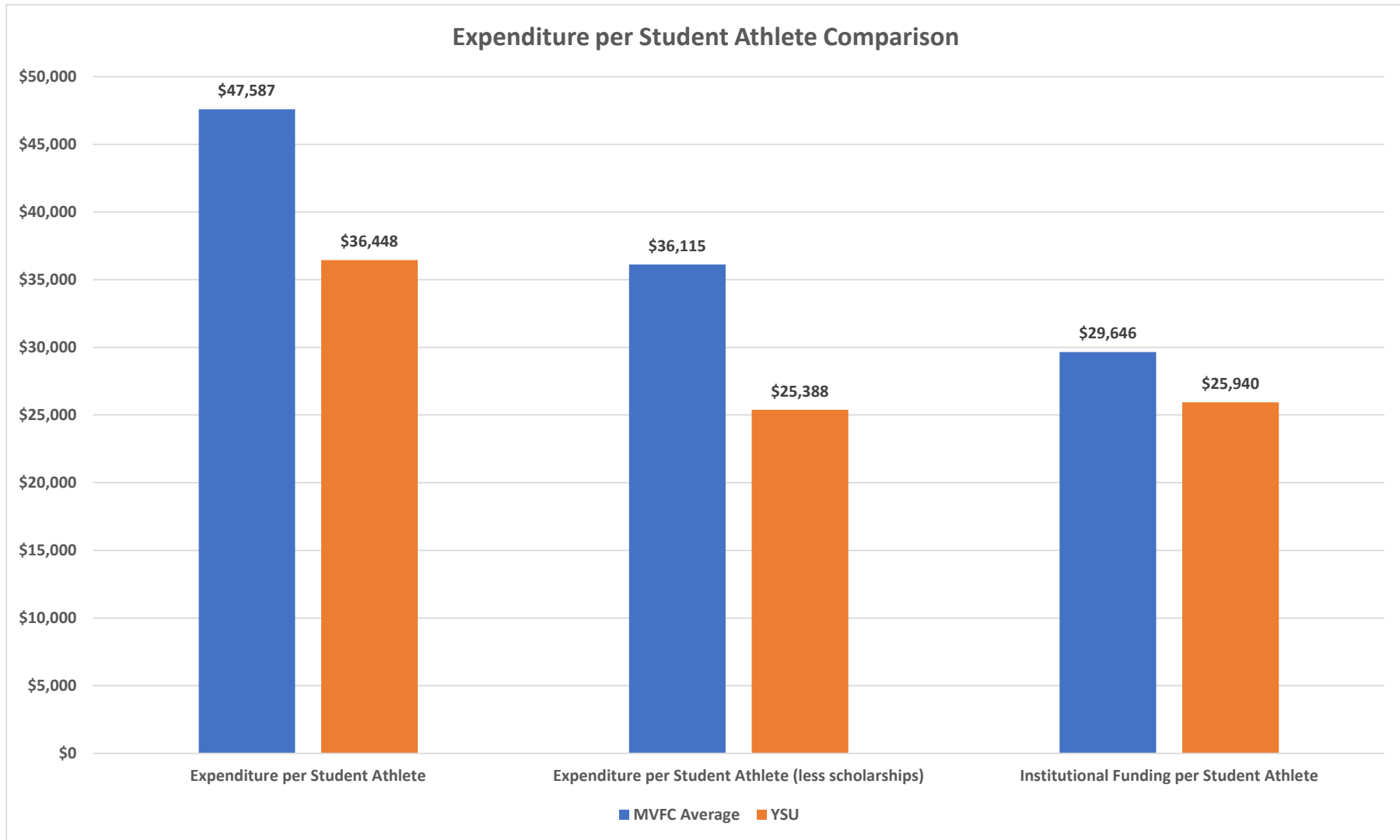


Figure 15: YSU spends less per student athlete via various measures compared to the MVFC average.