

# Board of Trustees Meeting - WEDNESDAY - SEPTEMBER 20, 2023

Youngstown State University - Board of Trustees  
Board Meeting Room, Tod Hall  
Sep 20, 2023 10:00 AM - 11:00 AM EDT

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### I. Call to Order

CHAIR PETERSON THE 391 MEETING OF THE BOARD OF TRUSTEES OF YOUNGSTOWN STATE UNIVERSITY WILL PLEASE COME TO ORDER. PLEASE RISE FOR THE PLEDGE OF ALLEGIANCE. SECRETARY HACKSTEDDE, WILL YOU PLEASE CALL THE ROLL?

### II. Roll Call

SECRETARY HACKSTEDDE MEMBERS OF THE BOARD OF TRUSTEES, PLEASE INDICATE YES WHEN I CALL YOUR NAME TO INDICATE YOUR ATTENDANCE:  
Trustee George Trustee Erzurum Trustee Kerola Trustee Lyden Trustee Peterson  
Trustee Ryan Trustee Seals Trustee Fryda Trustee Spiegel Trustee Linsalata  
Trustee Centofanti Trustee Dando Trustee Hackstedde-I am recording myself as present

### III. Proof of Notice of the Meeting

CHAIR PETERSON WILL THE SECRETARY PROVIDE PROOF OF NOTICE OF TODAY'S MEETING? SECRETARY HACKSTEDDE PURSUANT TO ARTICLE II, SECTION 1, OF THE BOARD'S BYLAWS; WRITTEN NOTICE OF TODAY'S MEETING WAS TIMELY PROVIDED TO EACH OF THE TRUSTEES, STUDENT TRUSTEES, NATIONAL/GLOBAL TRUSTEES AND TO THE PRESIDENT, AS WELL AS IT WAS PUBLICALLY NOTICED ON THE BOARD OF TRUSTEES WEBSITE AND TO THE MEDIA

### IV. Disposition of the Minutes for the Previous Meeting

CHAIR PETERSON DRAFT COPIES OF THE MINUTES OF THE BOARD'S REGULAR MEETING(S) AND/OR SPECIAL MEETING(S) HAVE BEEN PROVIDED TO THE TRUSTEES PRIOR TO THE RESPECTIVE MEETING(S). THERE BEING NO CORRECTIONS, ADDITIONS, OR DELETIONS THERETO, THE MINUTES OF THE MEETINGS WERE APPROVED AS PROVIDED.

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### VI. Oath of Office for Global Trustee - Jocelyne K. Linsalata

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**VII. Report of the President of the University**

CHAIR PETERSON PRESIDENT LAFFERTY, DO YOU HAVE A REPORT FOR THE BOARD? PRESIDENT LAFFERTY'S COMMENTS.

**VIII. Presentations**

CHAIR PETERSON WE WILL NOW HEAR FROM OUR SPEAKERS WHO WILL BE INTRODUCED BY PROVOST SMITH, OUR STUDENT TRUSTEES, AND THE ASSISTANT DIRECTOR OF ATHLETICS, KIERSTEN KLEKNER-ALT.

**A. Faculty Presentation - Ms. Laura Dewberry, Senior Lecturer, Department of Management and Marketing**

Introduction by Provost Smith

**B. Student Presentation - Mrs. Elena Bocola-Mavar, Doctor of Nursing Practice in Nurse Anesthesia Program**

Introduction by Provost Smith

**C. Student Organization Presentation - Choose Ohio First STEM Research Program**

Introduction by student trustees: Julie Centofanti and Natalie Dando

**D. Athletics Presentations - Mr. Nate Miklos, Head Coach, and Ms. Titita Loudtragulngam, Player, for Women's Golf**

Introduction by Kiersten Klekner-Alt

**IX. Reports of the Committees of the Board**

CHAIR PETERSON DOES ANY BOARD MEMBER REQUEST A SEPARATE VOTE ON ANY RESOLUTION ASSOCIATED WITH ANY OF THE COMMITTEES OF THE BOARD? IF SO, WE WILL VOTE ON THOSE INDIVIDUALLY; OTHERWISE, WE WILL NOW USE A ROLL CALL VOTE TO ENDORSE BY CONSENT, ALL RESOLUTIONS ASSOCIATED WITH EACH COMMITTEE.

**A. Academic Excellence and Student Success Committee**

CHAIR PETERSON IS THERE AN OBJECTION TO THE ADOPTION OF THE RESOLUTIONS RECOMMENDED BY THE ACADEMIC EXCELLENCE AND STUDENT SUCCESS COMMITTEE AS LISTED IN THIS AGENDA? HEARING NO OBJECTION, THE CHAIR DECLARES THE RESOLUTIONS ADOPTED.

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**XI. Unfinished Business**

CHAIR PETERSON TRUSTEES OR PRESIDENT LAFFERTY, IS THERE ANY UNFINISHED BUSINESS TO COME BEFORE THE BOARD?

**XII. New Business**

**A. Resolution to Approve the Preliminary 14th-day Enrollment Report**

CHAIR PETERSON WE WILL NOW CONSIDER A RESOLUTION RELATED TO THE PRELIMINARY 14th-DAY ENROLLMENT REPORT AS REQUIRED BY OUR COLLECTIVE BARGAINING AGREEMENT WITH THE YSU FACULTY OF THE OHIO EDUCATION ASSOCIATION. AS YOU ARE AWARE, THIS RESOLUTION IS INFORMED BY OUR CONVERSATION YESTERDAY DURING EXECUTIVE SESSION DURING THE GOVERNANCE COMMITTEE OF THE BOARD. IS THERE A MOTION TO APPROVE THE RESOLUTION? IS THERE A SECOND? IS THERE ANY DISCUSSION? CHAIR PETERSON SECRETARY HACKSTEDDE, PLEASE CONDUCT A ROLL CALL VOTE PERTAINING TO THE RESOLUTION SECRETARY HACKSTEDDE TRUSTEES, PLEASE SAY "YES" TO ENDORSE THE RESOLUTION OR "NO" TO NOT ENDORSE THE RESOLUTION WHEN I CALL YOUR NAME: Trustee George Trustee Erzurum Trustee Kerola Trustee Lyden Trustee Peterson Trustee Ryan Trustee Seals Trustee Fryda Trustee Spiegel Trustee Linsalata Trustee Centofanti Trustee Dando Trustee Hackstedde-I am recording my vote as "YES" or "NO" CHAIR PETERSON Motion passes unanimously or by a vote of x "yes" and x "no" and it passes/fails.

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CHAIR PETERSON COMMENTS

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CHAIR PETERSON THE CHAIR WILL ENTERTAIN A MOTION SETTING THE FOLLOWING DATES AND TIMES FOR THE NEXT REGULAR MEETINGS OF THE BOARD OF TRUSTEES: Thursday, December 7, 2023 - 10 am Thursday, March 7, 2024 Thursday, June 6, 2024 Thursday, September 19, 2024 Thursday, December 5, 2024

**XV. ADJOURNMENT**

CHAIR PETERSON GIVEN THERE IS NO FURTHER BUSINESS OF THE BOARD

OF TRUSTEES, I WILL DECLARE THAT THIS MEETING IS ADJOURNED.

**OATH OF OFFICE**

**I, Natalie Marie Dando, promise and swear to support the Constitution of the United States and the Constitution of the State of Ohio, and to faithfully discharge the duties of the office, as a Member of the Youngstown State University Board of Trustees to which I have been appointed by Governor Mike DeWine for the term designated. This I shall do as I shall answer unto God.**

Natalie Dando  
(Appointee)

**STATE OF OHIO**  
**COUNTY OF** Summit

**Personally sworn to before me, a Notary Public in and for said County, and subscribed to in my presence this** 5 **day of** July, 2023



**RACHEL FLEMING**  
Notary Public, State of Ohio  
My Comm. Expires 02-03-2027

Rachel Fleming  
Notary Public

STATE OF OHIO  
**Executive Department**

OFFICE OF THE GOVERNOR

*Columbus*

I, Mike DeWine, Governor of the State of Ohio, do hereby appoint Natalie Marie Dando, from Uniontown, Summit County, Ohio, as a Member of the Youngstown State University Board of Trustees for a term beginning June 30, 2023 and ending at the close of business April 30, 2025, replacing Elsa Kahn, whose term expired.



IN WITNESS WHEREOF, I have hereunto subscribed my name and caused the Great Seal of the State of Ohio to be affixed, at Columbus, this 30th day of June in the year of our Lord, Two Thousand and Twenty Three.

A handwritten signature in black ink that reads "Mike DeWine". The signature is written in a cursive style and is positioned above a horizontal line.

Mike DeWine  
Governor



## GOVERNOR'S APPOINTMENTS TO BOARDS AND COMMISSIONS

**Appointment Date:** 6/30/2023

**Name of Appointee:** Natalie Marie Dando

**Address:** 1759 King Drive  
Uniontown, OH 44685  
Summit County  
(H) – 3308261759  
(W) –  
(M) – 3303544642  
(E) – nmdando@student.yzu.edu

**Name of Commission:** Youngstown State University Board of Trustees

Cindy Bell, Assistant to the President  
One University Plaza  
Youngstown, OH 44555  
(330) 941-3102

**Term Begins:** 5/1/2023

**Term Ends:** 4/30/2025

**Party Affiliation:**

**Senate Confirmation:** Appointed by the Governor, confirmed by the Senate

**Financial Disclosure:** Confidential disclosure required

**Vice:** Elsa Kahn

**RESOLUTION TO MODIFY  
EMPLOYMENT OF STUDENTS UNDER THE FEDERAL WORK-STUDY  
PROGRAM POLICY 3356-9-03.2**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-04**

**3356-9-03.2 Employment of students under the federal work-study program.**

Responsible Division/Office: Financial Aid and Scholarships  
Responsible Officer: AVP for Student Enrollment & Business Services  
Revision History: June 1999; March 2007; March 2011;  
March 2013; September 2018; September 2023  
Board Committee: Academic Excellence and Student Success  
**Effective Date: September 20, 2023**  
Next Review: 2028

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- (A) Policy statement. Youngstown state university (university) participates in the federal work-study program in order to provide eligible students with part-time employment to help meet academic costs and to provide work experience.
- (B) Purpose. To provide information and guidance to university students, staff, and faculty regarding the United States department of education federal work-student (FWS) program.
- (C) Scope. This policy applies to undergraduate and graduate students seeking employment through the FWS program.

For non-FWS student employment, refer to rule 3356-9-03 of the Administrative Code, "Employment of students," and rule 3356-9-03.1 of the Administrative Code, "Appointment of graduate assistants, graduate research assistants, graduate assistant interns, and teaching assistants." (See corresponding university policies 3356-9-03, "Employment of students," and 3356-9-03.1, "Appointment of graduate assistant graduate research assistants, graduate assistant interns, and teaching assistants.")

- (D) Parameters.
  - (1) While the president has overall responsibility for the management of the university, the responsibility for hiring student employees is delegated to the provost, vice presidents, and divisional executive officers, or designees.

- (2) The office of financial aid and scholarships is responsible for administering and awarding federal work-study funds, university compliance with FWS regulations, and determination of student eligibility in accordance with federal regulations and university policy. University policy requires students to be reviewed for FWS eligibility on a first-come, first-served basis.
  - (3) In addition to on-campus employment, FWS funds may also be used for community service opportunities such as “America Reads” and other community-based programs.
  - (4) Students receiving FWS funds are not eligible for fringe benefits, including paid vacation and sick time.
  - (5) Federal work-study payments are administered by the office of payroll.
  - (6) Federal work-study awards are cancelled or reduced when students default on federal loans, become over-awarded due to changes in aid eligibility, or do not maintain satisfactory academic progress.
- (E) Procedures.
- (1) The office of financial aid and scholarships applies annually for FWS funding by submitting the appropriate forms and paperwork to the United States department of education.
  - (2) In order to be considered for FWS funds, students must annually complete the “[Free Application for Federal Student Aid \(FAFSA\)](#)” form after October first for the following aid year.
  - (3) In order to prevent student over-awards and to timely notify the employing department when work-study funding has been exhausted, student year-to-date FWS earnings are monitored by the office of financial aid and scholarships.
  - (4) Community service is tracked to monitor compliance with United States department of education requirements.
  - (5) All federal work-study earnings are reconciled between the office of financial aid and scholarships and the controller’s office.

- (6) The office of financial aid and scholarships annually compiles and reports required federal work-study information to the United States department of education.
- (7) Information regarding financial assistance is available on the university's [office of financial aid and scholarships](#) and [federal work-study](#) webpages. See also [studentaid.gov](http://studentaid.gov) for more information.

**RESOLUTION TO MODIFY  
FACULTY WORKLOAD POLICY 3356-10-20**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-05**

**3356-10-20 Faculty workload.**

Responsible Division/Office: Academic Affairs  
Responsible Officer: Provost and Vice President for Academic Affairs  
and Vice Provost for Academic Administration  
and Student Outreach Support  
Revision History: January 2000; March 2010; June 2015;  
September 2018; September 2023  
Board Committee: Academic Excellence and Student Success  
**Effective Date: September 20, 2023**  
Next Review: 2028

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- (A) Policy statement. Upon accepting an appointment to the faculty of Youngstown state university (university), a tenured/tenure-track faculty member assumes responsibilities for teaching, scholarship, and service. Participation in each of these three activities is a component of a tenured/tenure-track faculty member's responsibilities. Senior lecturers and lecturers have primary responsibility in the area of teaching. Principal lecturers assume responsibilities for teaching and service.

To ensure the quality of teaching, scholarship, and service relative to the academic mission of the university, college, and department, all members of the faculty are expected to teach their classes competently, engage in assessment and advising activities, keep current in their field of specialization, actively engage in scholarly activities related to their field, be an available resource to their students, be active within the community, and participate conscientiously on committees.

- (B) Purpose. To establish parameters and procedures for the determination and assignment of faculty workload hours which are in compliance with section 3345.45 of the Revised Code and consistent with the standards developed by the Ohio Department of Higher Education.
- (C) This policy applies to all faculty, including but not limited to tenured/tenure-track faculty, principal lecturers, senior lecturers and lecturers, who are assigned workload hours.
- (D) Parameters.

- (1) Full-time load is twenty-four workload hours (wh) per academic year for tenured/tenure-track faculty. Workload in excess of twenty-four wh per academic year (excluding summer session) will be eligible for overload compensation.
- (2) Full-time load is thirty wh per academic year for principal lecturers, senior lecturers and lecturers. Workload in excess of thirty wh per academic year (excluding summer session) will be eligible for overload compensation.
- (3) One workload hour will be assigned for one credit hour of instruction in a lecture, practicum, discussion, recitation, and seminar courses. Workload may vary in cases where courses are identified as such but are taught as a conference course. All faculty are expected to teach a minimum of one regularly scheduled course per semester, unless approved for a semester leave.
- (4) For courses other than those identified in (D)(3) above, including independent study, variable credit hour classes, clinical placements, student teaching, internships, laboratories, thesis and dissertation, and similar courses, workload shall be calculated on the basis of student credit hours (sch) and/or headcount, using a formula determined by the dean and approved by the provost/vice president for academic affairs. If completed during the summer term, workload for thesis, non-thesis, or dissertation projects are paid per the OAA Workload Policy at the established overload (not summer) rate.
- (5) The following procedures are designed to assist in workload recommendations for non-instructional reassigned time.
  - (a) The development of workload recommendations for non-instructional reassigned time shall be based on the approved written mission, goals, and objectives of the department consistent with the mission, vision, and goals of the university.
  - (b) Work deemed meaningful and impactful to the mission and vision of the university by the dean and chair may be considered for non-instructional reassignment at the



recommendation of the chair and subject to the written approval of the dean and provost. Upon completion of the assignment, the faculty member shall provide a report to the chair, who along with the dean will review the outcomes of the assignment. The chair will maintain written records of the proposal, its outcomes, and the review within department files. In evaluating future requests for non-instructional reassigned duties, the provost, dean, and chair shall take into consideration the nature of the proposed work and any previous reports of similar projects.

(E) Procedures.

- (1) Academic department chairs, in consultation with department faculty, shall complete a recommended plan, called the “workload plan”, detailing individual faculty workload to be assigned for the upcoming academic year. Anticipated teaching, scholarship, and service activities shall be included. This shall be completed by May 1 preceding the upcoming academic year.
- (2) The dean will review and approve in writing the chairperson’s recommended workload plan for individual faculty workload. Prior to approval, the dean may return proposed workload plans for modification and/or clarification. Once approved, the dean will forward departmental workload recommendations to the office of academic affairs. The provost may return departmental recommendations to the dean for modification and/or clarification.
- (3) In cases where the approved plan changes and results in overload and/or changes to non-instructional reassigned duties, a revised plan must be submitted for approval to the dean and forwarded to the office of academic affairs.
- (4) Faculty members are required to submit the final report, called the “workload report”, detailing actual teaching, scholarship and service activities from the current academic year by the end of the relevant spring semester. The final report is reviewed and approved by the chair and dean prior to being forwarded to the office of academic affairs.

- (F) Administrative right. The determination, assignment, and approval of workload hours for teaching, scholarship, and service are reserved administrative rights.



**YOUNGSTOWN  
STATE 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 Music, honoris causa, upon Bob DiPiero, with all the rights and privileges attendant thereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-06**

**Bob DiPiero**, of Youngstown, is a Dana alum and notable country music songwriter. He has written 15 US number one hits and several Top 20 singles for Tim McGraw, Reba McEntire, Faith Hill, Shenandoah, Brooks & Dunn, George Strait, Martina McBride, Trace Adkins, Travis Tritt, and many others. He has been recognized on the Nashville Walk of Fame and is a Nashville Songwriters Hall of Fame inductee.



**RESOLUTION TO MODIFY  
ALCOHOLIC BEVERAGES ON CAMPUS POLICY 3356-5-10**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-07**

**3356-5-10 Alcoholic beverages on campus.**

Responsible Division/Office: University Relations  
Responsible Officer: Associate Vice President of University Relations  
Revision History: March 1999; March 2010; September 2015;  
March 2018; September 2023  
Board Committee: Institutional Engagement  
**Effective Date: September 20, 2023**  
Next Review: 2028

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- (A) Policy statement. The associate vice president of university relations, or his/her designee, shall be responsible for the development, implementation, and enforcement of procedures pertaining to the control, sale, consumption, and use of alcoholic beverages on property or in facilities owned or controlled by the university and at off-campus events sponsored by the university. The use of alcoholic beverages on university premises is only allowed if consistent with state laws and university policies and only when it will not interfere with the decorum and academic atmosphere of the campus.
- (B) Parameters.
- (1) The university may permit the sale and/or consumption of beer, liquor and/or wine at events that are sponsored by recognized university entities, including but not limited to divisions, colleges, departments, administrative units, and educational/professional groups and by non-university groups appropriate to the university's mission. Any student organization wishing to sell or consume beer, liquor and/or wine at an event must receive prior approval from the associate director of student activities or his/her designee.
  - (2) Advertising, promotion, or marketing of alcoholic beverages is prohibited except as authorized by the associate vice president of university relations or his/her designee.
  - (3) A working staff member and at least one university police officer must be present at university events where alcohol is sold or served.

- (4) All events selling or serving alcoholic beverages must be supervised by a qualified bartender. A qualified bartender is an individual who is at least twenty-one years of age and has knowledge and experience regarding the sale of alcoholic beverages and appropriate legal responsibilities.
- (5) Annually, the university's food service vendor will purchase an alcoholic beverage permit from the Ohio division of liquor control. The area covered by the permit is the campus core, defined as south of the Madison avenue expressway, north of Lincoln avenue, west of Wick avenue, and east of Fifth avenue, with the exception of Stambaugh stadium, the Watson and Tressel training center, and Beeghly center.
- (6) Annually, the university's athletic concessions vendor will purchase an alcoholic beverage permit from the Ohio division of liquor control. The area covered by the permit is Stambaugh stadium, except for the DeBartolo stadium club and loges, the Watson and Tressel training center, and Beeghly Center, except for the Coaches Court.
- (7) If the event is within the area covered by a permit, all alcohol served must be purchased by the sponsoring organization from the university's food service vendor or the university's athletic concessions vendor, as applicable.
- (8) If the event is held on university property outside the permit premise:
  - (a) Liquor, beer and/or wine must be delivered to the location of the event and removed after the event.
  - (b) Alcoholic beverages cannot be sold and the cost of the alcoholic beverages may not be included in the cost of the event ticket or in any meal costs unless the individual or group holding the event ("sponsor") obtains a temporary Ohio division of liquor control permit, which must be approved in writing by the university chief of police prior to the event.

- (c) The sponsor of the event must employ a qualified bartender. The bartender must supervise the sale and/or dispensing of alcoholic beverages.
  - (d) Events outside the permit area must comply with all requirements of this policy unless specifically excepted pursuant to this policy.
- (9) All servers of alcoholic beverages must be a qualified bartender at least twenty-one years of age.
  - (10) Bartenders and other servers may not consume alcoholic beverages at any time during the scheduled event and are not permitted to sell or dispense alcoholic beverages if intoxicated.
  - (11) The service of alcoholic beverage on property owned or controlled by the university will be in compliance with applicable state and local laws and university policies and procedures.
  - (12) Any organization or group that sponsors an event in which alcoholic beverages are served on campus is responsible for compliance with all laws, policies, procedures and regulations, and for administering and supervising the event.
  - (13) All on-campus events at which alcoholic beverages are served are subject to university oversight. Violations of state/local laws or university policy/rules will be grounds to cancel the event and may result in additional sanctions.
  - (14) Non-alcoholic beverages and a variety of foods must be available in quantities sufficient for all guests whenever alcoholic beverages are served. Such beverages and food must be visible and available and not contingent on the purchase of alcohol.
  - (15) Alcoholic beverages may not be brought into an event being held within an area covered by a liquor permit.
  - (16) Intoxicated individuals will not be served, nor may they possess or consume alcoholic beverages at any on-campus event.



- (17) Alcoholic beverages may not be served to anyone unable to provide proof of being twenty-one years of age or older.
- (18) Under no circumstances may any alcoholic beverages be permitted to leave the approved area of the event.
- (19) Gambling and gambling devices are not permitted at any on-campus event where alcoholic beverages are served.
- (20) Alcoholic beverages may not be purchased with state funds.
- (21) University police must be present at all times during an event in which alcohol is served.
- (22) Events at which alcoholic beverages are available may not exceed six hours in length, unless a written request for exception has been approved by the associate vice president of university relations at least two weeks prior to the scheduled date of the event. Sale or service of alcoholic beverages must be discontinued at least one hour prior to the conclusion of any event that is scheduled to last four or more hours.
- (23) Activities that serve to promote the sale or use of alcoholic beverages shall not be associated with university-sponsored events or programs.
- (24) Events where alcoholic beverages are used, served, or sold will not be sponsored in any manner by any manufacturer, distributor, or retailer of alcoholic beverages. This prohibition does not include acknowledgment of a donor to an event.
- (25) Events at which alcoholic beverages are sold or served may not have the presence of these beverages or their consumption as an event theme. At no time during the event may any manner of consumption of these beverages be encouraged.
- (26) The possession or use of alcoholic beverages in any of the university student residence houses is prohibited. (See rule 3356-8-01.1 of the Administrative Code, university policy 3356-8-01.1, “The Student Code of Conduct” and “University Housing – Resident Handbook.”)

- (C) University events outside the Ohio division of liquor control permitted area must follow these additional procedures.
- (1) All university groups or non-university groups wishing to sponsor an event on the campus involving the use of alcoholic beverages must complete an appropriate application and submit it at least two weeks prior to the event to the office of university events or to Kilcawley center.
  - (2) If the planned event is scheduled for Kilcawley center, the completed application should be submitted for first review to the executive director of auxiliary services or his/her designee. If the event is scheduled elsewhere on the campus, the completed application should be submitted to the director of university events to determine the nature of the event, if those projected to attend satisfy appropriate age criteria and the source of funds of payment of alcoholic beverages. All student organization events must be approved by the associate director of student activities or his/her designee.
  - (3) If it is determined by the executive director of auxiliary services and the director of university events or their designee that the use of alcoholic beverages at the event is appropriate, the application will be forwarded to the vice president for finance and business operations for final approval.
  - (4) Once a decision has been reached, the vice president for finance and business operations will notify either the executive director of auxiliary services or the director of university events of the status of the application.
  - (5) The executive director of auxiliary services or the director of university events will notify the event sponsor of the decision. If the use of alcoholic beverages is approved for the event, notification is also forwarded to the Youngstown state university police and to other departments as needed.
- (D) The following additional procedures apply to those on-campus university events outside the area covered by the permits obtained from the Ohio division of liquor control as noted in paragraphs (B)(5) and (B)(6) of this rule.

- (1) All university groups or non-university groups wishing to sponsor an event on the campus involving the exchange of money with alcoholic beverages must complete an appropriate application prior to the event. Application forms are available in the office of university events.
- (2) Final approval for the sale of alcoholic beverages at the event is contingent upon the sponsor having or obtaining an appropriate permit from the Ohio division of liquor control to sell such beverages. The sponsor is responsible for contacting the office of university events to obtain the permit application. Once completed, the application and required payment must be returned to university events for required signatures and submittal to the state. The approved permit is forwarded directly to the office of university events from the state of Ohio. A copy of the permit is made and filed and the original is given to the event sponsor to display at the event.
- (3) An event which does not obtain a permit may proceed without the service of alcoholic beverages.



**RESOLUTION TO APPROVE  
STUDENT SCHOLARSHIPS & GRANTS, ADMINISTRATION AND  
AWARDING POLICY 3356-8-10**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the creation of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-08**

### 3356-8-10 Student scholarships & grants, administration, and awarding

Responsible Division/Office: Student Affairs  
Responsible Officer: Associate Vice President for Student Enrollment & Business Services  
Revision History: NEW  
Board Committee: Institutional Engagement  
**Effective Date:** September 20, 2023  
Next Review: 2028

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- (A) Policy statement. This policy governs the administration of scholarships and grants at Youngstown state university (YSU) and establishes principles, policies, and responsibilities for the awarding of scholarships. YSU awards scholarships to eligible students through funds provided by the YSU Foundation, private donors, the federal and state governments, university general funds and other external sources. The university's enrollment strategy relies, in part, on the use of student scholarships. Accordingly, the university's enrollment goals shall be aligned with its scholarship strategies. To ensure that annual scholarship spending is within the university's approved budget, and to ensure compliance with all state and federal laws and applicable student aid regulations, the administration of scholarships shall be centrally managed by the office of financial aid & scholarships. The associate vice president for student enrollment & business services shall have the final decision on the suitability of scholarship & grant expenditures.
- (B) Definitions.
- (1) "Scholarships" are financial support based on defined criteria and may be awarded on a one-time or renewable basis to defray the cost of direct tuition and fees charges and indirect college expenses (depending on award criteria) if the total amount of aid received does not exceed the recipients total cost of attendance. Donor agreements establish the award criteria for recipient selection (i.e., financial need, program of study, GPA, etc.).
  - (2) "Grants" are funds based on defined criteria that typically requires financial need. Recipients are selected based on the award criteria

set by federal or state requirements or established by the university.

- (3) “Institutional Aid” is funded by YSU’s general fund or through undesignated & unrestricted scholarship funds the university receives from the YSU Foundation. These scholarship and grant funds are awarded based on enrollment and retention strategies or by required donor award criteria.
  - (4) “Prizes” are awarded during events or are based on competitions or other selection criteria; they act as scholarships for policy purposes.
  - (5) “Fellowships and Graduate assistantships” are financial support awarded to students to defray tuition.
  - (6) “Aid” means funds awarded to students, regardless of the funding source. Aid includes scholarships, grants, work-study employment, and student loans borrowed from federal and alternative loan sources.
  - (7) “Cost of attendance” includes estimated tuition, fees, room & board, transportation, books, and personal expenses. These costs are established by the office of financial aid & scholarships based on the average or actual expenditures.
  - (8) “Total financial aid package” means the aggregate amount of aid provided to a student from all funding sources.
- (C) Procedures.
- (1) Scholarships must be centrally administered by and awarded through the office of financial aid and scholarships.
  - (2) In instances where student aid is decided outside of the centrally managed scholarship programs, it is the responsibility of the awarding authority/department to select students in accordance

with donor stipulations in conformance with state and federal law, to adhere to all applicable rules and regulations pertaining to scholarships and aid, and to promptly communicate award recommendations to the office of financial aid and scholarships. Awarding authorities that do not comply with donor stipulations may be subject to disciplinary action.

- (3) A student's total financial aid package/offer cannot exceed the student's total cost of attendance, and, in the case of need-based scholarships, cannot exceed the recipient's unmet need. Upon notification by the office of financial aid and scholarships, aid may be disbursed to the student's account.
- (4) If a student's total financial aid package/offer exceeds the student's direct tuition, fee, book, and room & board charges, the student may be entitled to a refund. Scholarships may be refundable to the student to use towards indirect colleges expenses depending upon the terms of the scholarship. If a student receives additional aid after the calculation of the total financial aid package, certain forms of need-based financial aid may be subject to reduction. Loans will be reduced before any other aid sources, except if the terms of a particular award require that it be reduced before financial aid from any other source is reduced.
- (5) Scholarships may be awarded on a one-time or renewable basis. Renewable scholarships must have defined criteria for scholarship retention, such as GPA requirements, and specified limits regarding the maximum number of terms or credit hours to be covered.

**RESOLUTION TO MODIFY  
DEBT MANAGEMENT POLICY, 3356-3-14**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-09**



**3356-3-14 Debt management.**

Responsible Division/Office: Finance and Business Operations  
 Responsible Officer: VP for Finance and Business Operations  
 Revision History: December 2008; March 2013; June 2018;  
 September 2023  
 Board Committee: Finance and Facilities  
**Effective Date: September 20, 2023**  
 Next Review: 2028

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- (A) Policy statement. The assumption of debt is governed by sections 3345.12, 3345.07, 3345.64, and 3345.66 of the Revised Code and is subject to board approval.
- (B) Purpose. The amount of debt issued by the university impacts the financial health of the university and its credit rating. The purpose of this policy is to establish parameters for the issuance of debt, including refinancing of existing debt, to ensure an appropriate mix of funding sources for the university's capital and strategic plans, while considering the long-term financial sustainability of the university. Debt is a valuable source of capital project financing and its use should be limited to projects that support the mission and strategic objectives of the university.
- (C) Definitions.
- (1) "Debt financing" includes long-term, short-term, fixed-rate, and variable-rate debt, and any instruments that have the effect of committing the university to future payments for current capital or operating needs.
  - (2) "Debt" includes bonds, capital leases, on- and off-balance sheet financing, as well as any legal derivative instruments.
  - (3) For the purposes of this policy, "debt" does not include installment payment plans that are part of a multi-year vendor agreement.
- (D) Parameters.

- (1) When evaluating the issuance of debt, the university will take the following actions:
  - (a) Identify and prioritize capital projects considered eligible for debt financing and ensure that debt-financed projects have a feasible plan of repayment.
  - (b) Define the quantitative tests that will be used to evaluate the university's overall financial health and present and future debt capacity.
  - (c) Define project specific quantitative tests, as appropriate, which will be used to determine the financial feasibility of an individual project.
  - (d) Manage the university's debt to maintain an acceptable credit rating. The university, consistent with the capital objectives, will limit its overall debt to a level that will maintain an acceptable credit rating with bond rating agencies.
  - (e) Limit risk to the university's total debt portfolio. The university will manage debt on a portfolio basis to diversify exposure and will use an appropriate mix of fixed and variable rate debt to achieve the lowest cost of capital while limiting exposure to market interest rate shifts.
  - (f) Monitor the interest rate environment to limit its exposure to risks associated with variable rates.
- (2) Debt funding is not recommended under the following circumstances:
  - (a) To finance purchases of assets whose lives are shorter than five years;
  - (b) To finance recurring maintenance expenditures; and
  - (c) When market conditions are unstable or present difficulties in achieving acceptable interest rates.

- (3) Short-term bond anticipation notes (with final maturities of five years or less) may be issued to finance projects or portions of projects and are appropriate under the following conditions:
- (a) As a source of permanent financing for projects with useful lives of less than five years;
  - (b) As a temporary funding source prior to and in anticipation of other funding sources, such as long-term bonds, state capital appropriations, and philanthropic funding; or
  - (c) When the immediate need for financing is five million dollars or less.
- (4) The following parameters are established for long-term debt:
- (a) To minimize overall interest rate risk, the amount of variable rate financing shall not exceed twenty-five per cent of the university's outstanding debt, on and off balance sheet.
  - (b) Projects financed with long-term debt should have an expected useful life that is equal to or greater than the debt structure.
  - (c) The addition of long-term debt may not be advisable if the university's Senate Bill 6 composite ratio, as measured by the Ohio department of higher education, is below 2.5, or if the addition of debt results in a projected composite ratio of below 2.5.
  - (d) It is the objective of the university to maintain no less than a single "A" category underlying rating for all debt at the time of issue.
  - (e) Refinancing may be considered when net present value savings percentage is equal to or greater than three per cent. Refinancings that do not produce the minimum three per cent net present value savings will be considered when there are substantial benefits to the university, including eliminating restrictive bond covenants.

- (5) The university's current debt structure and debt service schedule will be reported annually as part of the audited financial statements.
- (6) Proposals for future debt financing plans will be presented to the board of trustees in a timely manner.
- (7) Exceptions to this policy require written justification from the vice president for finance and business operations and the approval of the board of trustees.

**RESOLUTION TO MODIFY  
USE OF UNIVERSITY EQUIPMENT POLICY, 3356-4-19**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-10**

**3356-4-19 Use of university equipment.**

Responsible Division/Office: Finance and Business Operations  
Responsible Officer: VP for Finance and Business Operations  
Revision History: September 2013; September 2018; September 2023  
Board Committee: Finance and Facilities  
**Effective Date: September 20, 2023**  
Next Review: 2028

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- (A) Policy statement. Use of the equipment and supplies of Youngstown state university (university) is limited to the pursuit of the university's mission.
- (B) Scope. This policy applies to all faculty, staff, and students and their use of university supplies and equipment.
- (C) Parameters.
  - (1) The university regularly purchases equipment and supplies to meet its educational research and service missions. Use of such equipment and supplies is restricted to the undertaking of those missions. Faculty, students, and staff are not permitted to utilize university equipment or supplies solely for personal use or for more than incidental personal use as part of business use. Individuals who are not university faculty, students, or staff may not use university equipment or supplies unless contracted to do so.
  - (2) Any exception to this policy must have the written approval of the appropriate divisional executive officer.
- (D) Violations. Employees who violate this policy, including violations by administrators who authorize inappropriate or unnecessary use, may be liable for the repayment of costs incurred and/or damages that might occur and could be subject to discipline up to and including termination.



**RESOLUTION TO APPROVE PROPOSED HOUSING AND  
COURTYARD ROOM RATES AND OTHER CHANGES**

**WHEREAS**, Ohio law provides that each Board of Trustees of state-assisted institutions of higher education may establish special purpose fees, service charges, and fines and penalties; and

**WHEREAS**, University Housing is seeking to adjust certain housing rates and charges;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the proposed adjustments to rates, attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-11**

## **Housing & Residence Life Proposed Rate Changes, 2024-2025**

In looking ahead, Housing & Residence Life proposes the following changes for consideration:

- 1) Continuation of increase to the residence hall room & board rate for the incoming Penguin Tuition Promise cohort (\$5,460/semester and \$10,920/academic year). This rate reflects a board plan that will increase up to 8% per the CPI, in addition to room revenue increasing by 3% from the previous year. Overall, this new rate is a \$533 increase from last year.
  - This is in response to a national fiscal climate in which operating costs continue to increase significantly.
  - Continuation of increase to room and board rates allow us to continue to fiscally support strategic efforts that address significant maintenance and facilities-based deficiencies in our aging residence halls and remain competitive amongst the backdrop of other newer housing options that are close to campus. A complete elevator replacement at Lyden will occur in Summer of 2024 (\$600,000 project), we continue to replace Kilcawley House windows (\$50,000 per floor) and simultaneously save towards a floor coverings renovation in Lyden and Wick, as well as room furniture upgrades in Lyden and Cafaro House.
- 2) In an effort to accommodate an increasing number of students who want to live on campus (driven significantly by our international student population), the number of singles offered into the 2024-2025 year will continue to be reduced. In addition, the single room upcharge will increase from \$1,000/semester to \$1,250/semester.
- 3) With a year of post-COVID occupancy in Weller House, we'd like to maintain the rates for our graduate and family housing program, but introduce a new rate that would allow us to generate extra revenue while also accommodating multiple graduate students in a shared apartment scenario. Typically, we hold our multi-bedroom apartments offline for family housing assignment purposes, however we are proposing that come August, if we cannot fill these multi-bedroom units, that we would allow graduate students to reserve them at the new Graduate shared apartment rate of \$5,850 (Academic year cost) and/or \$650/month over the summer period.

## **University Courtyard Proposed Rate Changes, 2024-2025**

- 1) Rates continue to slightly increase in response to a national fiscal climate in which operating costs continue to also increase significantly and we continue to plan fiscally for many facilities-based upgrades, both short and longer-term (gutter replacement, window replacement, exterior trim).
- 2) Monthly rates will increase by \$15 for each apartment type. FY25 rates will be as follows:
  - 1-BR apartment: \$895/month
  - 2-BR apartment: \$765/month
  - 4-BR apartment: \$670/month

- 3) Included in the 24-25 rates will be the addition of an introductory meal plan of \$50 value (\$25 Pete's Points and \$25 Flex Dollars) that will showcase the dining options on/close to campus and the convenience that a campus meal plan provides.
  
- 4) In lieu of the \$132 Resident Shield fee (which, from recent experience, has not proven to benefit students in the way that we hoped) the 24-25 Courtyards application process will now feature a \$250 pre-payment step, to further align the Courtyards application process with the Housing & Residence Life Residence Hall housing application process. The \$250 will not be an additional fee; it will be collected as an advance payment of the student's account balance. We will require this to be paid by the student in the initial stages of the application cycle, before their reservation is confirmed.

YOUNGSTOWN STATE UNIVERSITY				
Housing Charges FY2025				
	AY 23-24	AY 24-25		
	FY2024	FY2025	FY2025	FY2025
Fee Description	Actual	Proposed	\$ Change	%Change
<b>Room &amp; Board</b> (per academic year) F2025 Cohort		\$10,920.00	NEW	NEW
Room		\$6,150.00	NEW	NEW
Board (12 meals plan)		\$4,770.00	NEW	NEW
<b>Room &amp; Board</b> (per academic year) F2024 Cohort	\$10,384.00	\$10,384.00	\$0.00	
Room	\$5,968.00	\$5,614.00	-\$354.00	-5.93%
Board (12 meals plan)	\$4,416.00	\$4,770.00	\$354.00	8.02%
<b>Room &amp; Board</b> (per academic year) F2023 Cohort	\$10,016.00	\$10,016.00	\$0.00	
Room	\$5,600.00	\$5,246.00	-\$354.00	-6.32%
Board (12 meals plan)	\$4,416.00	\$4,770.00	\$354.00	8.02%
<b>Room &amp; Board</b> (per academic year) F2022 Cohort	\$9,775.00	\$9,775.00	\$0.00	
Room	\$5,359.00	\$5,005.00	-\$354.00	-6.61%
Board (12 meals plan)	\$4,416.00	\$4,770.00	\$354.00	8.02%
<b>Room &amp; Board</b> (per academic year) F2021 Cohort	\$9,700.00	\$9,700.00	\$0.00	
Room	\$5,284.00	\$4,930.00	-\$354.00	-6.70%
Board (12 meals plan)	\$4,416.00	\$4,770.00	\$354.00	8.02%
<b>Residence Hall Application Fee</b> (academic year and/or summer)	\$35.00	\$35.00	\$0.00	0.00%
<b>Residence Hall Pre-Payment</b> (must be paid before room selection/assignment occurs and is ultimately deducted from bill)	\$250.00	\$250.00	\$0.00	0.00%
<b>Single Room Upcharge</b> (per semester)	\$1,000.00	\$1,250.00	\$250.00	25.00%
<b>Weller House One-Bedroom Apartment</b> academic year, room only	\$6,750/AY or \$750/month (summer)	\$6,750/AY or \$750/month (summer)	\$0.00	0.00%
<b>Weller House Two-Bedroom Apartment</b> academic year, room only	\$7,650/AY or \$850/month (summer)	\$7,650/AY or \$850/month (summer)	\$0.00	0.00%
<b>Weller House Three-Bedroom Apartment</b> (academic year, room only)	\$8,550/AY or \$950/month (summer)	\$8,550/AY or \$950/month (summer)	\$0.00	0.00%
<b>Weller House Graduate Shared Apartment Rate</b> (academic year, room only)	NEW	\$5,850/AY or \$650/month (summer)	NEW	NEW
<b>*Multi-bedroom apartments are available only to students (U/G or Grad) with a child(ren). Single-bedroom apartments available for Graduate student reservation.</b>				
<b>*Academic year contract (charge per AY = 9 months (4 months in Fall and 5 months of Spring)) Opportunity to extend into summer for 3 months at the monthly charge</b>				
<b>*If multi-bedroom units are still available come August of each year, occupancy will be opened up to Grad Students, who will be able to pay the Graduate shared apartment rate to secure one bedroom</b>				
<b>Expanded Housing Rate</b> (overoccupied rooms)	\$4,850.00	\$4,850.00	\$0.00	0.00%
<b>Student Housing Outside of Contracted Period</b>				
Nightly room rate (no meals)	\$27.00	\$30.00	\$3.00	11.11%
Flat fee room rate for winter break (no meals)	\$250.00	\$250.00	\$0.00	0.00%
<b>Cancellation Fee</b>				
Before May 13 (academic year) or December 16 (spring only)	\$0.00	\$0.00	\$0.00	0.00%
After May 13 (academic year) or December 16 (spring only)	\$250.00	\$250.00	\$0.00	0.00%
<b>Summer</b>	<b>Summer 2024</b>	<b>Summer 2025</b>		
Room and Board (meals included)	\$2,416 per 7-week term	\$2,416 per 7-week term	\$0.00	0.00%
Weller House (prorated for current tenants, monthly, no meals)	See monthly Weller rates above	See monthly Weller rates above	\$0.00	0.00%
<b>Summer Event Rates</b>				
Rooms with community bathrooms (Lyden, Cafaro, Kilcawley)	\$40/night, per room	\$40/night, per room	\$0.00	0.00%
Rooms with private or semi-private bathrooms (Cafaro, Wick)	\$60/night, per room	\$60/night, per room	\$0.00	0.00%
Linens (for rental by summer event groups only)	\$25.00	\$25.00	\$0.00	0.00%
Bed Adjustment Fee	\$10.00	\$10.00	\$0.00	0.00%
Additional Staffing Fee (for groups with minors, or at request of group)	\$120/night/desk	\$120/night/desk	\$0.00	0.00%
Late Check-In or Check-Out Fee (price per hour beyond pre-arranged check-in or check-out time)	\$50/hour	\$50/hour	\$0.00	0.00%
<b>Short Term Housing Rates</b>				
Weekly housing cost (Wick House)	\$250.00	\$250.00	\$0.00	0.00%
Monthly housing cost (Wick House)	\$900.00	\$900.00	\$0.00	0.00%
50-Block (50 meals declining balance + \$125 Flex)	\$610.00	\$610.00	\$0.00	0.00%
30-Block (30 meals declining balance + \$150 Flex)	\$470.00	\$470.00	\$0.00	0.00%
Sampler Plan (5 meals + \$100 flex + 10 cups Dunkin' coffee)	\$155.00	\$155.00	\$0.00	0.00%
<b>*Must participate in meal plan if staying longer than one week</b>				
<b>University Courtyard Rates ( Per Month) *Inclusive of \$50 introductory meal plan (\$25 Pete's/\$25 Flex)</b>				
1 Bed	\$880.00	\$895.00	\$15.00	1.70%
2 Bed	\$750.00	\$765.00	\$15.00	2.00%
4 Bed	\$655.00	\$670.00	\$15.00	2.29%
<b>Courtyards Pre-Payment</b> (must be paid before apartment bedroom selection/assignment occurs and is ultimately deducted from bill)	NEW	\$250.00	NEW	NEW



<b>Housing &amp; Residence Life Damage Billing Charge List</b>	
<b>Beds</b>	
Bed (replacement cost)	240
Loft kits (replacement cost)	\$180.00
Rebunk beds	10.00/person
Mattress (replacement cost)	180
<b>Carpet</b>	
Clean Stain (Cleaning contractor)	35
Room clean (Steam Action)	75
<b>Ceiling</b>	
Plastic light cover	20
2'x2' tile	20
4'x2' tile	20
1'x1' tile	10
Paint ceiling (Lyden/Cafaro House 4th floor rooms)	\$65.00
<b>Closets/Wardrobes</b>	
Door Repair (chips)	20
Door Replacement	50
Shelf Replacement	20
Closet handle	10
Mirror	15
Towel rack	20
<b>Desks</b>	
Recover desk chair	90
Desk chair (replacement cost)	150
Desk top	35
<b>Walls</b>	
Baseboard damage	5.00 per foot
Small hole (ie nail hole, tack hole)	3.00 per hole
Paint 1 wall	50
Paint room	200
Patch Hole	65
Cable jack	10
Utility Cover	10
<b>Doors</b>	
Adhesive Removal	2.00 per sticker
Door stop	20
Lost keys	55
Number plate (replacement cost)	30
Refinish	50.00/side
Peep holes	10
Door knob (replacement cost)	20
Door Frame (paint)	35
Door (replacement cost)	250
<b>Windows</b>	
Broken window	75
Broken lock (replacement cost)	10
Repair Screen	15
Replace Screen	40
Replace Security Screen	125
Repair blinds (Lyden House)	25
Replace blinds (Lyden House)	65
Replace blind slat (Lyden House)	5
<b>Restrooms</b>	
Faucet aerators	5
Intentional clogging(includes cleaning fee)	60
Mirror	100
Paper towel dispenser (replacement cost)	50
Shower curtains	10

Soap Dispenser	25
Toilet tissue dispenser	25
Wastebasket	30
Stall doors	100
<b>Emergency Equipment</b>	
Fire alarm indicator	100
Refill/Replace 5lb CO2 Extinguisher	130
Refill/Replace Water pressure	80
Refill/Replace 10lb Dry Extinguisher	60
Smoke Sensor Damage (replacement cost)	180
Smoke Detector	100
Fire bubble	50
<b>Heater/Air Conditioning Units</b>	
Unit Switch	60
Radiator Cover Damage	40
<b>Common Areas</b>	
Wall lights	100
Round lights	100
Chrome defusers	85
Broken window	200
Large bulletin board	100
Ceiling light (2'x2')	125
Coffee Table (replacement cost)	260
Lobby Chair (replacement cost)	400
Lobby Chair (recover)	300
Lobby Couch (replacement cost)	800
Lobby Couch (recover)	600
Tables (repair)	35
Exit Sign (replacement cost)	100
Recover pool table	250
Trash can (replacement cost)	100
<b>Miscellaneous</b>	
Room Clean	50
Improper Checkout	35
Packing up room (includes Improper checkout)	60
Clean up vomit	65
Room waste basket	10
Mailbox key replacement	5
Replace vacuum	100
Toilet seat	25
Water fountain (replacement cost)	360
Pool Stick	15
Ping pong paddle	5
Motion sensors	75
Labor rate	20.00 per hour

## UNIVERSITY COURTYARD DAMAGE AND CLEANING CHARGES

Following is a non-exclusive list of common damages/cleaning issues and the associated dollar amount that will be charged to the tenant. It is not a complete list because some incidents must be handled on a case-by-case basis. All amounts for charges assessed to tenants are due with the following months rent payment. If charges are assessed at move-out, fees will be deducted from the security deposit. No charges will be assessed without fully considering "reasonable wear and tear".

All prices subject to change at anytime without notification - Major repairs will be handled on a case-by-case basis.

Apartment Swipe Card	\$55.00
Mail Box / Bedroom Key Replacement	\$55.00 each key
Laundry Key	\$55.00
Screen Replacement	\$30.00
Fire Extinguisher Replacement	\$65.00 approx
Smoke Alarm Tampering	\$100.00 (plus replacement cost, if applicable)
Door Repair only (Minor niches-fill and paint)	\$45.00
Interior Door Replacement (door jamb replacement may be extra)	\$120.00 approx.
Exterior (unit) Door Repair (Replacement)	\$350
Window Glass Replacement	\$50.00
Blind Bracket Replacement - large blind	\$20.00
Blind Bracket Replacement - small blind	\$10.00
Carpet Stains, tears or burns needing a replacement section	\$75.00-\$2,000 depending on damage
Carpet Deodorize	\$40.00-\$200.00 depending on damage
Carpet Cleaned (Bedroom only)	\$40.00
Carpet Cleaned in entire apartment	\$130.00- 150.00 (depending on unit type)
Vinyl flooring (kitchen/bath)	Vendor replacement costs
Removal of sticky or double-sided tape	\$10.00 per room
Pin holes (quantity over 8 pin holes)	\$10.00 per room
<b>Cleaning</b> (This fee will be charged for the following if they are not cleaned upon move-out; appliances (inside/outside), cabinets (inside/outside), counter tops, sinks, toilets, tub, floors swept/mopped, carpets, vacuumed, blinds dusted/wiped down, ceiling fan blades windows, bedroom and closets.	\$25.00 each room
Garbage Disposal Replacement due to resident neglect/damage	\$85.00 approx.
Drain Cleaning (due to resident neglect or failure to comply with maintenance)	\$45.00
Garbage Removal (Per Bag)	\$30.00
Replace Door Knob (Interior)	\$20.00
Replace /rekey Dead Bolt (bedroom door)	\$35.00
Replace Door Stop	\$10.00
Clean Furniture	\$75.00
<b>Furniture Replacement cost</b>	
TV Stand	\$250.00 or vendor replacement costs
Coffee Table	\$260.00 or vendor replacement costs
Entertainment Stand	\$160.00 or vendor replacement costs
End Table	\$140.00 or vendor replacement costs
Livingroom Couch	\$450.00 or vendor replacement costs
Livingroom Chair	\$450.00 or vendor replacement costs
Mattress	\$250.00 or vendor replacement costs
Bed Frame	\$150.00 or vendor replacement costs
4-drawer chest	\$300.00 or vendor replacement costs
Desk Chair	\$100.00 or vendor replacement costs
Bar Stools	\$90.00 or vendor replacement costs
Computer Desk	\$250.00 or vendor replacement costs
Nightstand	\$140.00 or vendor replacement costs
Ceiling Fan	\$100.00 or vendor replacement costs
All light Fixtures/towel bars/toilet paper holder/toilet/faucets/ shower head	\$25.00/hr plus manufacturer replacement costs

**RESOLUTION TO APPROVE  
INTERFUND TRANSFERS RELATED TO  
FY 2023 YEAR-END OPERATING PERFORMANCE**

**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; 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 from the Operating Carry-Forward Fund, as detailed in the attached Exhibit A.

**Interfund Transfers Requiring Board Approval  
Related to Year-End FY 2023 Operating Performance**

	<u>From</u>	<u>To</u>
Operating Carry-forward fund	\$4,008,863	
FY24 General Fund budget		\$2,500,000
Academic Funds:		
Provost's Renewal & Replacement		250,000
Auxiliary Plant Funds:		
Andrews Rec. Center		100,000
Housing Services		634,226
Kilcawley Center		79,236
Parking Services		445,401
		<u>\$1,258,863</u>
 Grand totals	 <u>\$4,008,863</u>	 <u>\$4,008,863</u>

**RESOLUTION TO RENEW AND AMEND  
THE INTERNAL AUDIT CHARTER**

**WHEREAS**, the Internal Audit Charter (the Charter) defines the internal audit activity's purpose, authority, and responsibility; and

**WHEREAS**, the Charter establishes the internal audit activity's functional reporting relationship with the audit subcommittee, authorizes access to records, personnel, and physical properties relevant to the performance of engagements, and defines the scope of internal audit activities; and

**WHEREAS**, the Charter is reviewed and approved by the audit subcommittee annually as part of its oversight of the internal audit function; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby renew the Internal Audit Charter, attached hereto.

## Youngstown State University Internal Audit Charter

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### **Introduction:**

This charter is prepared in accordance with the Institute of Internal Auditors' (IIA) guidance as described later under the heading "Standards for the Professional Practice of Internal Auditing."

### **Purpose and Mission:**

Internal audit is an independent and objective assurance and consulting activity designed to add value to improve the operations of Youngstown State University. The mission of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance, advice, and insight. It assists the university in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the university's risk management, control, and governance processes.

### **Role:**

The internal audit activity is established by the Board of Trustees ("Board") and its responsibilities are defined by the Audit Subcommittee ("Subcommittee") of the Board as part of its oversight role as defined in the Audit Subcommittee Charter.

### **Standards for the Professional Practice of Internal Auditing:**

IA shall adhere to the mandatory elements of The Institute of Internal Auditors' (IIA) International Professional Practices Framework (IPPF), including the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, the International Standards for the Professional Practice of Internal Auditing (the *Standards*), and the Definition of Internal Auditing. This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for ensuring the effectiveness of the internal audit activity's performance.

### **Authority:**

Authority is granted for full, free, and unrestricted access to any and all of Youngstown State's records, physical properties, and personnel relevant to any function under review. All employees are expected to assist the internal audit activity in fulfilling its roles and responsibilities. The internal audit activity will also have free and unrestricted access to the Subcommittee and the Board.

Documents and information provided to the internal audit during a review will be handled in a prudent and confidential manner.

The Internal Auditor will report functionally to the Subcommittee and administratively (i.e., day to day operations) to the Vice President for Finance & Business Operations. The Internal Auditor collaborates with external providers engaged to assist in the direction and operation of the internal audit activity as determined by the management and the Subcommittee.

The Subcommittee will:

- Approve the internal audit charter.
- Approve the risk based internal audit plan.
- Approve the internal audit budget and resource plan.
- Receive communication from the Internal Auditor on the internal audit activity's performance relative to its plan and other matters.
- Approve decisions regarding the appointment and removal of the Internal Auditor.
- Make appropriate inquiries of management and the Internal Auditor to determine whether there is inappropriate scope or resource limitations.

### **Independence and Objectivity:**

The internal audit activity will remain free from interference by any element in the University, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary, independent and objective mental attitude.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair an internal auditor's judgment.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The internal audit activity may provide consulting services to assist with opportunities for improving internal controls or provide other guidance as needed. This consulting service would not impede independence since management retains operational responsibility.

The Internal Auditor will confirm to the Subcommittee, at least annually, the organizational independence of the internal audit activity.

### **Scope on Internal Audit Activities:**

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the University's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the University's stated goals and objectives. This includes:

- Evaluating risk exposure relating to achievement of the University's strategic objectives.
- Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information.

Internal Audit Charter  
Date Last Reviewed 6/13/2023



- Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the University.
- Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- Evaluating the effectiveness and efficiency with which resources are employed.
- Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- Monitoring and evaluating governance processes.
- Monitoring and evaluating the effectiveness of the University's risk management processes.
- Performing consulting and advisory services related to governance, risk management and control as appropriate for the University.
- Reporting periodically on the internal audit activity's purpose, authority, responsibility, and performance relative to its plan.
- Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by the Subcommittee.
- Evaluating specific operations at the request of the Subcommittee or management, as appropriate.

### **Responsibility:**

The Internal Auditor, in collaboration with external providers engaged to assist in direction and operation of internal audit activities, has the responsibility to:

- Submit, at least annually, to senior management and the Committee a risk-based internal audit plan for review and approval.
- Communicate to senior management and the Committee the impact of resource limitations on the internal audit plan.
- Review and adjust the internal audit plan, as necessary, in response to changes in the university's risks, operations, programs, systems, and controls.
- Communicate to senior management and the Committee any significant interim changes to the internal audit plan.
- Ensure each engagement is properly executed, including the establishment of objectives and scope, the assignment of appropriate and adequately supervised resources, the documentation of work programs and testing results, and the communication of engagement results with findings, recommendations, and auditee's corrective action plans and implementation dates.
- Follow up on engagement findings and corrective actions and report periodically to senior management and the Committee corrective actions not effectively implemented.
- Ensure the principles of integrity, objectivity, confidentiality, and competency are applied and upheld.
- Ensure internal audit staff collectively possesses or obtains the knowledge, skills, and other competencies needed to meet the requirements of the internal audit charter.
- Ensure emerging trends and successful practices in internal auditing are considered.
- Seek to ensure conformance of IA with the *Standards*.
- Administer the university's anonymous reporting hotline.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023

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Michelle DiLullo  
Internal Auditor

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Chair of the Audit Subcommittee

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Neal McNally  
Vice President for Finance & Business Operations

**RESOLUTION TO RENEW AND AMEND  
THE AUDIT SUBCOMMITTEE CHARTER**

**WHEREAS**, the Audit Subcommittee Charter (the Charter) defines the subcommittee's purpose, authority, and responsibility; and

**WHEREAS**, the Charter establishes the subcommittee's relationship with the Finance and Facilities Committee of the Board of Trustees, authorizes access to records, personnel, and physical properties relevant to the performance of oversight responsibilities, and defines the structure of the subcommittee; and

**WHEREAS**, the Charter is reviewed and approved by the audit subcommittee at least every third year as part of its oversight of the subcommittee functions; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby renew the Audit Subcommittee Charter, attached hereto.

Youngstown State University  
Audit Subcommittee Charter

***Purpose***

The primary function of the Audit Subcommittee is to assist the Board of Trustees in fulfilling its oversight responsibilities for the institution's accounting and financial reporting processes and audits by monitoring:

- the integrity of the University's financial statements,
- the independence, qualifications, and performance of its external and internal auditors,
- the University's system of internal controls, and
- the University's compliance with laws, regulations and codes of conduct.

Subject to State Auditor's role and requirements, the Audit Subcommittee will be responsible for the appointment, compensation, retention, oversight and evaluation of the University's external and internal auditors. The Audit Subcommittee shall maintain an effective, open avenue of communication among the external auditors, internal auditors, senior management and the Board of Trustees.

The Subcommittee's function is one of oversight, and as such it recognizes that management is responsible for preparing the financial statements and that the external auditors are responsible for auditing those financial statements.

The Subcommittee has the authority to retain legal, accounting and other advisors to assist in the performance of its responsibilities. The University shall compensate the independent auditors and advisors employed by the Audit Subcommittee and provide for associated administrative expenses.

***Structure***

The Audit Subcommittee is a subcommittee of the Finance & Facilities Committee of the Board of Trustees of Youngstown State University. Board members are appointed by the Governor of the State of Ohio. The Board will seek to ensure financial expertise on the Audit Subcommittee through appointments and training. Further, no member of the Audit Subcommittee may concurrently serve on the Investment Committee.

***Meetings***

The Audit Subcommittee shall meet at least quarterly and at any other convenient date on an as-needed basis. The Audit Subcommittee may ask members of management or others to attend Audit Subcommittee meetings and provide pertinent information when needed. The Audit Subcommittee shall meet periodically with management, external auditors and the independent Internal Auditor.

Date Last Reviewed \_\_\_\_\_ 08-2023 \_\_\_\_\_

12-2015 Audit Subcommittee Charter

Youngstown State University  
Audit Subcommittee Charter

***Functions and Responsibilities***

**Internal Control**

1. Review with management, Internal Audit and external auditors the adequacy and effectiveness of the University's policies for assessing and managing risk.
2. Examine internal and external auditors' findings of weaknesses and recommendations for the improvement of internal controls. Monitor management's response to and implementation of internal control recommendations.

**Financial Reporting**

1. Review annual financial statements prior to public release and discuss such statements with management and the independent auditors.
2. Discuss any changes in accounting principles, significant judgment areas and significant or complex transactions (including any off-balance sheet structures) that occurred. Consider management's handling of proposed audit adjustments identified by the independent auditors.
3. Consult with auditors and accounting personnel on the integrity of the internal and external financial reporting process. Determine if key reporting objectives are being met.

**Independent Auditors**

1. Serve as the authority to which the independent auditors report.
2. Review, at least annually, all relationships between the independent auditors and the University and assess the independent auditors' independence.
3. Review the audit scope and approach of the independent auditors' examinations and direct the auditors to areas that, in the Audit Subcommittee's opinion, require more attention. Audit engagement letters are to be addressed to the Audit Subcommittee rather than to management.
4. Discuss with the independent auditors any significant findings, difficulties, disagreements with management, restrictions on scope of the audit, or limitations on information or personnel encountered while performing the audit.
5. Pre-approve all significant audit and permitted non-audit services and related fees to be performed by the University's independent auditors. The Chairperson of the Audit Subcommittee shall have the authority to review and approve all such proposals and shall report back to the full Subcommittee at each meeting.

**Internal Auditors**

1. Review and examine the objectivity, effectiveness and resources of the internal audit function.
2. Concur in the appointment or replacement of the provider of internal audits services.
3. Review the internal audit plan for the current year and review the risk assessment procedures used to identify projects included in the plan.
4. Review the results of internal audit activities and track the progress of the internal audit plan.

Date Last Reviewed \_\_\_\_\_ 08-2023 \_\_\_\_\_

12-2015 Audit Subcommittee Charter

Youngstown State University  
Audit Subcommittee Charter

**Other**

1. Ensure that appropriate code(s) of conduct/ethics are formalized in writing. Review management's monitoring of compliance therewith, including changes or waivers to the code(s).
2. Review legal and regulatory matters that may have a material impact on the financial statements and the related compliance policies and procedures.
3. Ensure that procedures exist for the receipt, retention and treatment of complaints regarding accounting, internal controls or auditing matters, including procedures for the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters. Periodically review summary reports of such complaints.
4. Review and assess, at least every three years, the Audit Subcommittee's charter and performance, and submit changes to the charter for approval of the Board.
5. Recommend to the Board policies for hiring employees or former employees of the independent auditor.
6. Perform other oversight functions as requested by the Board of Trustees.

Date Last Reviewed \_\_\_\_\_ 08-2023 \_\_\_\_\_

12-2015 Audit Subcommittee Charter

**RESOLUTION TO MODIFY  
SICK LEAVE ACCRUAL, USE AND CONVERSION, EXCLUDED  
PROFESSIONAL/ADMINISTRATIVE AND EXCLUDED CLASSIFIED  
STAFF POLICY, 3356-7-13**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**3356-7-13 Sick leave accrual, use and conversion, excluded professional/administrative and excluded classified staff.**

Responsible Division/Office: Human Resources  
 Responsible Officer: VP for Legal Affairs and Human Resources  
 Revision History: January 1999; November 2009; October 2011;  
 June 2012; December 2016; September 2018;  
 September 2023  
 Board Committee: University Affairs  
**Effective Date: September 20, 2023**  
 Next Review: 2028

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- (A) Policy statement. The university is committed to employment practices that promote the health and welfare of its employees. Through its leave programs, it provides for and encourages preventive health care; physical, emotional, and mental well-being; professional growth and development; and civic responsibility.
- (B) Parameters.
- (1) Professional/administrative and classified staff who are excluded from a bargaining unit earn fifteen days of sick leave per year. Said sick leave is accrued at the rate of five hours per semi-monthly pay period for excluded professional/administrative staff and 4.6 hours per biweekly pay period for excluded classified staff.
  - (2) Professional/administrative and classified staff who are excluded from a bargaining unit may utilize up to four days of accrued but unused sick leave per fiscal year for personal reasons not necessarily associated with an illness or injury to the employee or an immediate family member.
  - (3) Sick leave may be accumulated without limit provided the employee remains in an active pay status at the university.
  - (4) Sick leave may be utilized for personal illness, injury or exposure to a contagious disease which could be communicated to other

employees, and visits to, or treatments by, medical providers that cannot be scheduled outside the employee's normal work hours.

- (5) Sick leave may also be utilized for an illness in the employee's immediate family when the employee's presence is reasonably necessary for the health and welfare of the affected family member.
  - (6) Paid sick leave shall be used concurrently with Family and Medical Leave Act (FMLA) in accordance with rule 3356-7-05 of the Administrative Code. See university policy 3356-7-05, "Family and Medical Leave Act (FMLA)."
  - (7) As used in this policy, retirement refers to retirement under the provision of one of the Ohio public retirement systems at the time of separation and requested sick leave conversion. At the time of retirement, excluded professional/administrative staff that have completed ten or more years of active service or a combination of active university service, together with other state of Ohio units as specified by law, shall receive payment for one-fourth of the unused sick leave days up to a maximum of fifty days. Payment is based on the rate of pay at the time of retirement. Such payment will be made only once to an employee. After the employee accepts the payment, all remaining sick leave credit accrued will be eliminated. (Please see section 21.5 of the association of classified employees agreement regarding sick leave for excluded classified employees.)
  - (8) A retired employee who returns to university service may accrue and use sick leave as before, but cannot receive a second sick leave conversion payment.
  - (9) Sick leave conversion does not apply to any separation other than retirement.
  - (10) Employees covered by collective bargaining should refer to their respective labor agreement.
- (C) Procedures. Employees utilizing sick leave should notify their immediate supervisor as soon as possible regarding the necessity to utilize sick leave. To the extent such is possible, sick leave used for personal reasons is to be



scheduled in advance. The university's electronic process should be followed for the reporting and approval of leave. For procedures related to extended sick leave, refer to rule 3356-7-05 of the Administrative Code and/or university policy 3356-7-05, "Family and Medical Leave Act (FMLA)."

**RESOLUTION TO MODIFY  
POLITICAL ACTIVITIES OF EMPLOYEES POLICY, 3356-7-25**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-16**

**3356-7-25 Political activities of employees.**

Responsible Division/Office: Human Resources  
 Responsible Officer: VP for Legal Affairs and Human Resources  
 Revision History: October 1998; December 2010; September 2016;  
 September 2018; September 2023  
 Board Committee: University Affairs  
**Effective Date: September 20, 2023**  
 Next Review: 2028

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- (A) Policy statement. Youngstown state university (university) employees are encouraged to fully and freely exercise their constitutional right to vote, as well as express their personal opinions regarding political candidates, issues, local, state and national programs, initiatives and referendums. However, as employees of a public tax exempt institution there may be restrictions on exercising these rights, as delineated in this policy and applicable laws and regulations. The university itself does not participate in any campaign for public office.
- (B) Purpose. To provide guidelines to university employees for participation in political activities.
- (C) Scope. This policy applies solely to individual university employee conduct.
- (D) Definition. For purposes of this policy, political activity is defined as activity directed toward the success or failure of a political party or candidate for partisan political office.
- (E) Parameters.
- (1) University employees are free to express political opinions; however, such expression cannot imply official university endorsement, sanction, or action.
  - (2) Employees shall not place political activity stickers, banners, flyers, or literature on university bulletin boards, in and on university buildings, or on any university property. Refer to rule

3356-4-17 of the Administrative Code and/or university policy 3356-4-17, "Posting on campus."

- (3) No university letterhead or insignia shall be used in any political activity.
  - (4) Employees shall not use any university work time, facilities, email, faxes, copiers, support services, resources, equipment, or services for political activity.
  - (5) University employees may in their capacity as private citizens and outside of their university work time and duties express opinion on matters of political, social, or other public concerns, provided that the expressed opinions do not suggest university endorsement.
- (F) Professional/administrative staff. Faculty and professional/administrative staff may run for or hold an elective office or serve in an appointed office insofar as the process of attaining and holding such office does not infringe upon fulfillment of responsibilities as employees of the university or is prohibited by federal or state statute. Employees should contact the office of human resources for information on running for or holding public office.
- (G) Classified employees. Section 124.57 of the Revised Code prohibits classified employees from engaging in certain political activities, including soliciting or receiving political contributions for any political party, for any candidate for public office, or from any officer of employee in the classified service of the state. Classified employees are also prohibited from participating in certain partisan activities as set forth in rule 123:1-46-02 of the Administrative Code. These partisan activities include but are not limited to:
- (1) Candidacy for public office in a partisan election.
  - (2) Candidacy for public office in a nonpartisan general election if the nomination to candidacy was obtained in a partisan primary or through the circulation of nominating petitions identified with a political party.
  - (3) Circulation of official nominating petitions for any candidate participating in a partisan election.

- (4) Service in an elected or appointed office in any partisan political organization.
  - (5) Acceptance of a party-sponsored appointment to any office normally filled by partisan elections.
  - (6) Campaigning by writing for publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office when such activities are directed toward party success.
  - (7) Participation in a political action committee which supports partisan activity.
- (H) Policy violations. Concerns regarding violations of this policy must be forwarded to the chief human resources officer. The chief human resources officer, or designee, will coordinate a review of the concern with the appropriate supervisor and, if necessary, the office of the university general counsel. Policy violations may result in discipline up to and including termination in accordance with applicable disciplinary policies and collective bargaining agreements.

**RESOLUTION TO MODIFY  
CLASSIFIED CIVIL SERVICE EMPLOYEES POLICY, 3356-7-41**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-17**

**3356-7-41 Classified civil service employees.**

Responsible Division/Office: Human Resources  
 Responsible Officer: VP for Legal Affairs and Human Resources  
 Revision History: February 1999; August 2009;  
 December 2012; April 2013; June 2013;  
 September 2018; July 2023; September 2023  
 Board Committee: University Affairs  
**Effective Date: September 20, 2023**  
 Next Review: 2028

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- (A) Policy statement. Per Section 124.14 (F)(1) and (2) of the Revised Code, the board of trustees of a state university shall carry out all matter of governance, involving the officer and employees, including classified civil servants. The board of trustees also has been given all of the powers, duties and functions of the department of administrative services. All classified civil service employees shall be hired in accordance with applicable board policies and resolutions, departmental policies and Chapter 124. of the Revised Code and the Administrative Code.
- (B) Parameters.
- (1) Under Chapter 124. of the Revised Code, certain employees of Youngstown state university are appointed under the state classified civil service system.
  - (2) Classified employees may be either included or excluded from the Association of Classified Employees (ACE) bargaining unit or Fraternal Order of Police (FOP).
  - (3) Those classified employees included in the bargaining unit will be governed by the “Agreement Between the University and the Youngstown State University Chapter of the Association of Classified Employees” or the “Agreement Between Youngstown State University and the Fraternal Order of Police, Ohio Labor

Council, Inc.” and any applicable board policies, resolutions or state and federal laws.

- (4) Those classified employees excluded from the bargaining unit are governed by applicable board policies, resolutions and state and federal laws.
  - (5) The responsibility for administration of the civil service law and policies as they relate to university employees in the classified civil service system shall be assigned by the board of trustees through the president and the vice president for legal affairs and human resources to the chief human resources officer. The chief human resources officer serves as the designated appointing authority.
- (C) Procedures.
- (1) Recruitment to fill classified positions must be authorized by the chief human resources officer, or their designee. Recruitment activities must conform to the affirmative action procedures pursuant to rule 3356-2-02 of the Administrative Code (see university policy 3356-2-02, “Equal opportunity and affirmative action recruitment and employment”).
  - (2) Division officers authorize the filling of positions under their direction after obtaining all required approvals.
  - (3) The chief human resources officer, or their designee, extends the official offer of employment upon the recommendation of the department chairperson or hiring manager with the concurrence of the division officer.
  - (4) Types of appointments and terms and conditions of employment of classified civil service staff not excluded from collective bargaining are outlined in their respective bargaining unit agreements.

**RESOLUTION TO MODIFY  
SUPPLEMENTAL PAY FOR FACULTY AND  
PROFESSIONAL/ADMINISTRATIVE STAFF POLICY, 3356-7-46**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**3356-7-46 Supplemental pay for faculty and professional/administrative staff.**

Responsible Division/Office: Human Resources  
 Responsible Officer: VP for Legal Affairs and Human Resources  
 Revision History: 1999; December 2003; June 2010; December 2015;  
 September 2018; September 2023  
 Board Committee: University Affairs  
**Effective Date: September 20, 2023**  
 Next Review: 2028

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- (A) Policy statement. On occasion, it is necessary and appropriate to have employees perform services not included in the employee's assigned duties and responsibilities and to pay employees for these additional services. This policy does not apply to supplemental payment compensation for externally funded grants, sponsored programs and contracts (see rule 3356-7-48 of the Administrative Code, university policy 3356-7-48).
- (B) Scope. This policy applies only to faculty and professional/administrative staff. For supplemental payment compensation for externally funded grants, sponsored programs and contracts, consult rule 3356-7-48 of the Administrative Code and/or university policy 3356-7-48, "Supplemental pay from externally funded grants, sponsored programs and contracts for faculty and professional/administrative staff."
- (C) Parameters.
- (1) Supplemental pay assignments are intended to enable the university to generally deal with short-term staffing needs involving unusual circumstances or unanticipated situations, and assignments of additional duties beyond the scope of the assigned duties. Such assignments will generally not be approved as a routine matter or on a continuing or recurring basis and may not exceed six months for professional/administrative staff or one academic year for faculty. In special circumstances, with the approval of the president, these time limitations may be extended.
  - (2) Supplemental payments to an employee during any fiscal year may not exceed ten thousand dollars. In special circumstances, with the approval of the president, these fiscal limitations may be exceeded.
  - (3) To allow for accurate and transparent financial analysis and reporting and for audit purposes, supplemental payments should be made from the

appropriate account code in the university's financial system. Such payments shall be made to the employee on a semimonthly basis.

- (4) Supplemental pay assignments must be approved in advance by the employee or the faculty member's manager in any situation in which the assignment is for work for another university department.
- (D) Procedures. See human resources administrative policy 2023-1: Supplemental pay.



**2023-1 Supplemental Pay Assignments**

Responsible Division/Office: Office of Human Resources  
 Responsible Officer: Chief Human Resources Officer  
 Revision History: 2023  
 Effective Date: September 2023  
 Next Review: 2028

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**(A) Summary.** Supplemental pay assignments are utilized when it necessary and appropriate to have a current University employee perform services not included in the employee's assigned duties and responsibilities and to pay employees for these additional services.

**(B) Supplemental Payment Definition.** Payments that enable the University to generally deal with short-term staffing needs involving unusual circumstances, unanticipated situations and that require the assignment of additional duties beyond the scope of an employee's primary position.

**(C) Purpose.** To establish procedures for the Office of Human Resources to manage supplemental pay assignments.

**(D) Parameters.****a. Eligibility.**

- i. All full and Part-time Professional Administrative and Faculty employees may be assigned supplemental pay.
- ii. Part-time faculty may only be assigned supplemental pay assignments during a semester when they have a current active primary position.
- iii. Hourly employees are not eligible for supplemental pay assignments due to overtime considerations outside of the supplemental payment process.

**b. Length of Appointment.**

- i. Supplemental payments for faculty may not exceed one (1) academic year.
- ii. Payments for Professional Administrative employees may not exceed six (6) months.
- iii. Supplemental pay assignments shall not be approved as a routine matter or on a reoccurring basis.
- iv. In special circumstances with the approval of the president these timelines may be extended.

**c. Compensation.**

- i. A justification of compensation must be provided with any supplemental pay request. The justification must describe how the payment amount was calculated and must be reasonable and consistent with the work being performed.
- ii. Funds necessary to cover the cost of the supplemental payments will be provided from the department's supplemental pay account.

- iii. If an employee is assigned an Acting or Interim assignment in addition to their current full-time assignment, the following pay schedule has been established:
  - a. Vice President (Executive Officers) \$1,000 per month
  - b. Assoc. Vice President, Assoc. Provost, Dean \$900 per month
  - c. Executive Director \$800 per month
  - d. Director \$700 per month
  - e. Manager or Associate Director \$600 per month
  - f. Coordinator \$500 per month
- iv. Payments to employees during any fiscal year shall not exceed \$10,000. In special circumstances, with the approval of the President, these fiscal limitations may be exceeded.

**d. Approvals.**

- i. Employees may not perform any work assigned until the supplemental pay assignment is fully approved.
  1. Exceptions may be granted for emergency situations documented by the department supervisor and affirmed by the division executive officer.
- ii. Employees must agree to and cannot be unilaterally assigned a supplemental pay assignment.
- iii. Assignments must be approved by the following:
  1. Supervisor assigning work.
  2. Employees primary position supervisor.
  3. Financial Manager for the account being charged.
  4. Controller's Office – restricted funds/gifts/endowments.
  5. Human Resources Compensation review
  6. Supplemental Pay Committee – Full-time Faculty payments over \$500.
  7. Division Officer.
  8. President – payments over \$10,000.
- e. **Part-time Hours.** If the employee assigned the additional duties is employed on a part-time basis, the number of hours per week required to complete the assignment must be identified.
- f. **Bargaining Unit Members.** Bargaining unit members should refer to their collective bargaining unit agreements for additional supplemental pay assignment procedures and requirements.



**RESOLUTION TO MODIFY  
RELOCATION ALLOWANCE FOR NEW FULL-TIME EMPLOYEE  
POLICY, 3356-7-54**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-19**

**3356-7-54 Relocation allowance for new full-time employee.**

Responsible Division/Office: Human Resources  
 Responsible Officer: VP for Legal Affairs and Human Resources  
 Revision History: September 2018; July 2023; September 2023  
 Board Committee: University Affairs  
**Effective Date: September 20, 2023**  
 Next Review: 2028

- 
- (A) Policy statement. When it is necessary to recruit an employee to accept employment with Youngstown state university (university), the university may authorize an allowance to defray the cost of relocation.
- (B) Purpose. To provide consistent guidelines and procedures for payment of a relocation allowance consistent with university necessity, sound business practices, and budgetary limitations in accordance with applicable laws and regulations.
- (C) Eligibility. Full-time faculty and professional administrative staff, including athletic coaches, are eligible for payment of a relocation allowance. In order to be eligible, the distance between the employee's old home and the university's campus must be at least fifty miles. A relocation allowance must be negotiated at the time of hire.
- (D) Parameters.
- (1) All relocation allowances must be negotiated at the time a position is offered, properly approved, and included in the offer letter or appointment form prepared by the university's office of human resources.
  - (2) All relocation allowances are subject to repayment requirements contained within this policy (see paragraph G of this policy). The repayment requirement will be included in all offer letters/ appointment forms. Any employee receiving a relocation

allowance is required to sign a relocation expense repayment agreement form.

- (3) Requests and approvals for relocation allowances will follow the electronic hiring proposal process.
  - (4) Relocation allowances are subject to the availability funding and will be charged back to the hiring department's budget.
  - (5) The relocation allowance is meant to defray the cost of certain moving expenses incurred when relocating to the university for employment.
  - (6) The office of human resources will develop appropriate procedures to administer this policy. These procedures and any applicable guidelines will be available on the office of human resources website.
  - (7) A standard relocation allowance will be set forth in the guidelines established.
- (E) Method of payment. An approved relocation allowance amount will be processed as a one-time lump sum payment and included with the employee's regular paycheck. Although expenses may occur prior to the employee's start date, relocation payments will not be made until after the employee begins employment with the university.
- (F) Tax implications. Relocation allowances will be taxed in accordance with IRS regulations.
- (G) Repayment. An employee who voluntarily separates from the university prior to completing two years of continuous service or is terminated for cause may be required to pay back the relocation allowance.

- (H) Policy exceptions. Any exceptions must be approved in writing by the chief human resources officer or designee and the vice president for finance and business operations, or their designees.

**RESOLUTION TO PREFER THE STUDENT CODE OF CONDUCT PROCEDURES  
OVER O.R.C. 3345.21-3345.23 FOR STUDENTS ARRESTED AND CHARGED WITH  
CRIMES OF VIOLENCE**

**WHEREAS**, Ohio Revised Code section 3345.21, *Authority to maintain law and order on campus*, grants general powers to the Youngstown State University Board of Trustees to maintain and regulate law and order on campus; and

**WHEREAS**, Ohio Revised Code section 3345.21 directs the Youngstown State University Board of Trustees to “adopt rules for the conduct of the students, faculty, visitors and staff.”; and

**WHEREAS**, the Youngstown State University Board of Trustees has previously adopted “The Student Code of Conduct” (policy 3356-8-01.1) which contains procedures intended to maintain and regulate law and order on campus while providing procedural due process to students; and

**WHEREAS**, Ohio Revised Code section 3345.22, *College student or staff member arrested for certain offenses to be afforded hearing; suspension; appeal* and Ohio Revised Code section 3345.23, *Dismissal of student or faculty or staff member on conviction of certain offenses*, passed in 1970 and 1974 respectively, prior to universities developing student codes of conduct, set forth a process to handle students arrested for crimes of violence. The process includes a hearing before a “referee”, and due process to determine whether a student should be suspended or placed on probation, pending the outcome of the criminal matter. This decision can be appealed to the common pleas court. Whether the student is ultimately reinstated or dismissed from the university is dependent upon the outcome of the criminal matter; and

**WHEREAS**, “The Student Code of Conduct” contains a similar process used to adjudicate incidents of student conduct which result in arrest from crimes of violence; and

**WHEREAS**, administering concurrent hearing procedures pursuant to both “The Student Code of Conduct” and Ohio Revised Code sections 3345.22-3345.23 is duplicative, laborious and confusing to the student;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve a preference to conduct hearings pursuant to “The Student Code of Conduct” (policy 3356-8-01.1), rather than utilizing the hearing procedure detailed in Ohio Revised Code section 3345.22 for students charged with crimes of violence.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-20**

Baldwin's Ohio Revised Code Annotated

Title XXXIII. Education--Libraries (Refs & Annos)

Chapter 3345. State Universities--General Powers (Refs & Annos)

Miscellaneous Provisions

R.C. § 3345.21

3345.21 Authority to maintain law and order on campus

Effective: July 21, 2022

[Currentness](#)

The board of trustees of any college or university which receives any state funds in support thereof, shall regulate the use of the grounds, buildings, equipment, and facilities of such college or university and the conduct of the students, staff, faculty, and visitors to the campus so that law and order are maintained and the college or university may pursue its educational objectives and programs in an orderly manner.

The board of trustees of each such college or university shall adopt rules for the conduct of the students, faculty, visitors, and staff, and may provide for the ejection from college or university property, suspension or expulsion of a person who violates such regulations. All such rules shall be published in a manner reasonably designed to come to the attention of, and be available to, all faculty, staff, visitors, and students.

The board of trustees shall provide for the administration and enforcement of its rules and may authorize the use of state university law enforcement officers provided for in [section 3345.04 of the Revised Code](#) to assist in enforcing the rules and the law on the campus of the college or university. The board of trustees, or appropriate officials of such college or university when the authority to do so has been delegated by the board of trustees, may seek the assistance of other appropriate law enforcement officers to enforce the rules and to enforce laws for the preservation of good order on the campus, and to prevent the disruption of the educational functions of the college or university.

In accordance with [sections 3345.0213 and 3345.0215 of the Revised Code](#), the rules of the board of trustees shall not restrict freedom of speech nor the right of persons on the campus to assemble peacefully.

**CREDIT(S)**

(2022 S 135, eff. 7-21-22; 2020 S 40, eff. 3-24-21; 1978 H 588, eff. 6-19-78; 132 v S 468)

[Notes of Decisions \(18\)](#)

R.C. § 3345.21, OH ST § 3345.21

**3345.21 Authority to maintain law and order on campus, OH ST § 3345.21**

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Current through Files 1 to 7, immediately effective RC sections of File 8, and Files 9 and 10 of the 135th General Assembly (2023-2024).

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Baldwin's Ohio Revised Code Annotated

Title XXXIII. Education--Libraries (Refs & Annos)

Chapter 3345. State Universities--General Powers (Refs & Annos)

Miscellaneous Provisions

R.C. § 3345.22

3345.22 College student or staff member arrested for certain offenses to be afforded hearing; suspension; appeal

Currentness

(A) A student, faculty or staff member, or employee of a college or university that receives any state funds in support thereof, arrested for any offense covered by [division \(D\) of section 3345.23 of the Revised Code](#) shall be afforded a hearing, as provided in this section, to determine whether the person shall be immediately suspended from the college or university. The hearing shall be held within not more than five days after the person's arrest, subject to reasonable continuances for good cause shown, which continuances shall not exceed a total of ten days.

(B) The arresting authority shall immediately notify the president of the college or university of the arrest of a student, faculty or staff member, or employee of the college or university for any offense covered by [division \(D\) of section 3345.23 of the Revised Code](#). The hearing to determine whether the person shall be immediately suspended shall be held in the county where the college or university is located, before a referee appointed by the president. The referee shall be an attorney admitted to the practice of law in Ohio, but the referee shall not be attorney for, or a faculty or staff member or employee of, any college or university. Immediate notice of the time and place of the hearing shall be given or sent to the person.

(C) The referee may administer oaths, issue subpoenas to compel the attendance of witnesses and the production of evidence, and enforce the subpoenas, as well as preserve the order and decorum of the proceedings over which the referee presides, by means of contempt proceedings in the court of common pleas as provided by law.

(D) The hearing shall be adversary in nature and shall be conducted fairly and impartially, but the formalities of the criminal process are not required. A person whose suspension is being considered has the right to be represented by counsel but counsel need not be furnished for the person. The person also has the right to cross-examine witnesses against the person, to testify, and to present the testimony of witnesses and other evidence in the person's behalf. In the absence of a waiver of the right against compulsory self-incrimination, the testimony of a person whose suspension is being considered, given at the hearing, shall not subsequently be used in any criminal proceeding against the person. The referee may require the separation of witnesses and may bar from the proceedings any person whose presence is not essential to the proceedings, except that members of the news media shall not be barred from the proceedings.

(E) Upon hearing, if the referee finds by a preponderance of the evidence that the person whose suspension is being considered committed any offense covered by [division \(D\) of section 3345.23 of the Revised Code](#), the referee shall order the



person suspended, except that when the good order and discipline of a college or university will not be prejudiced or compromised thereby, the referee may permit the person to return to the college or university on terms of strict disciplinary probation. Subsequent violation of the terms of the probation automatically effects a suspension. A person suspended under this section may be readmitted pursuant to [division \(A\) of section 3345.23 of the Revised Code](#). A suspension under this section is in effect until the person is acquitted or convicted of the crime for which the person was arrested. If convicted, the person is dismissed pursuant to [section 3345.23 of the Revised Code](#).

(F) Upon acquittal, or upon any final judicial determination not resulting in conviction, of the charges for which a person is suspended pursuant to this section, the suspension automatically terminates, and the person suspended shall be reinstated and the record of the suspension expunged from the person's college or university record.

(G) An order of a referee pursuant to this section may be appealed on questions of law and fact to the court of common pleas of the county in which the college or university is located, within twenty days after the date of the order. If the court to which an appeal is taken determines that the good order and discipline of a college or university will not be prejudiced thereby, it may permit the person suspended to return to the college or university on terms of strict disciplinary probation.

(H) A person afforded a hearing pursuant to this section who does not appear at the hearing shall be declared suspended by the hearing officer.

**CREDIT(S)**

(1999 H 282, [eff. 9-28-99](#); 1970 H 1219, [eff. 9-16-70](#))

[Notes of Decisions \(16\)](#)

R.C. § 3345.22, OH ST § 3345.22

Current through Files 1 to 7, immediately effective RC sections of File 8, and Files 9 and 10 of the 135th General Assembly (2023-2024).

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Baldwin's Ohio Revised Code Annotated

Title XXXIII. Education--Libraries (Refs & Annos)

Chapter 3345. State Universities--General Powers (Refs & Annos)

Miscellaneous Provisions

R.C. § 3345.23

3345.23 Dismissal of student or faculty or staff member on conviction of certain offenses

Currentness

(A) The conviction of a student, faculty or staff member, or employee of a college or university which receives any state funds in support thereof, of any offense covered by division (D) of this section, automatically effects the student's, faculty or staff member's, or employee's dismissal from such college or university, except as provided in division (E) of this section. A student dismissed pursuant to this section may be readmitted or admitted to any other college or university which receives state funds in support thereof, in the discretion of the board of trustees, but only upon the lapse of one calendar year following the student's dismissal, and only upon terms of strict disciplinary probation. The contract, if any, of a faculty or staff member or employee dismissed pursuant to this section is terminated thereby. A faculty or staff member or employee dismissed pursuant to this section may be re-employed by any such college or university, in the discretion of the board of trustees, but only upon the lapse of one calendar year following the faculty or staff member's or employee's dismissal.

(B) Upon conviction of a student, faculty or staff member, or employee of a college or university which receives any state funds in support thereof, of any offense covered by division (D) of this section, the court shall immediately notify the college or university of such conviction. The president, or other administrative official designated by the board of trustees, shall immediately notify such person of the person's dismissal. The notice shall be in writing and shall be mailed by certified mail to the person's address as shown in both the court and the university records. If such person has been suspended pursuant to [section 3345.22 of the Revised Code](#), and not permitted to return to the college or university, the period of the person's dismissal shall run from the date of such suspension.

(C) No degrees or honors shall be conferred upon, no instructional credit or grades shall be given to, and no student assistance, scholarship funds, salaries, or wages shall be paid or credited to any student, faculty or staff member, or employee, in respect of the period such person is properly under dismissal pursuant to this section or under suspension pursuant to [section 3345.22 of the Revised Code](#).

(D) Without limiting the grounds for dismissal, suspension, or other disciplinary action against a student, faculty or staff member, or employee of a college or university which receives any state funds in support thereof, the commission of an offense of violence as defined in [division \(A\)\(9\)\(a\) of section 2901.01 of the Revised Code](#) or a substantially equivalent offense under a municipal ordinance, which offense is committed on or affects persons or property on such college or university, or which offense is committed in the immediate vicinity of a college or university with respect to which an emergency has been declared and is in effect pursuant to [section 3345.26 of the Revised Code](#), is cause for dismissal pursuant to this section or for suspension pursuant to [section 3345.22 of the Revised Code](#). Criminal cases resulting from arrests for offenses covered by division (D) of this section shall take precedence over all civil matters and proceedings and over all other

criminal cases.

(E) If a final judicial determination results in an acquittal, or if the conviction is reversed on appeal, the student, faculty or staff member, or employee shall be reinstated and the college or university shall expunge the record of the student's, faculty or staff member's, or employee's dismissal from the student's, faculty or staff member's, or employee's college or university records, and the dismissal shall be deemed never to have occurred.

**CREDIT(S)**

(1996 S 239, eff. 9-6-96; 1972 H 511, eff. 1-1-74; 1970 H 1219)

Notes of Decisions (17)

R.C. § 3345.23, OH ST § 3345.23

Current through Files 1 to 7, immediately effective RC sections of File 8, and Files 9 and 10 of the 135th General Assembly (2023-2024).

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**RESOLUTION TO RATIFY  
YSU-ACE LABOR AGREEMENT**

**WHEREAS**, a Tentative Agreement has been reached between Youngstown State University and the Youngstown State University Association of Classified Employees, an affiliate of the National Education Association and the Ohio Education Association, for the 2023-2026 YSU-YSU/ACE Collective Bargaining Agreement; and

**WHEREAS**, the membership of the Youngstown State University Association of Classified Employees has ratified the proposed Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of Youngstown State University that the Tentative Agreement as reflected in the redline version of the collective bargaining agreement between Youngstown State University and the Youngstown State University Association of Classified Employees for the period August 16, 2023, through August 15, 2026, as provided to the Board of Trustees, is here by ratified.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-21**



*and proud.*

# AGREEMENT

## ACE

**ASSOCIATION OF CLASSIFIED EMPLOYEES**

**YOUNGSTOWN STATE UNIVERSITY**

August 16, ~~2020~~2023 – August 15, ~~2023~~2026

**AGREEMENT**

**between**

**YOUNGSTOWN STATE UNIVERSITY**

**and**

**YOUNGSTOWN STATE UNIVERSITY**

**ASSOCIATION OF CLASSIFIED EMPLOYEES**

**Expires August 15, ~~2023~~2026**

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## ARTICLE 1

### AGREEMENT AND RECOGNITION

**1.1** This is an Agreement by and between Youngstown State University (hereinafter, “the University”) and the Youngstown State University Association of Classified Employees, an affiliate of the Ohio Education Association and the National Education Association (hereinafter, “the Union”). 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 recognizes the Union as the exclusive representative of the bargaining unit defined in Article 2.

**1.3** This Agreement constitutes the sole and only Agreement between the parties with respect to matters set forth herein. The parties acknowledge that each party had an opportunity during the negotiations leading to this Agreement to present for consideration of the other party any issue believed appropriate for negotiations.

**1.4** Where this Agreement makes no specification about a matter, the University and the Union are subject to all University policies and work rules, applicable federal, state or local laws or ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees, as specified in federal law and the Ohio Administrative and Revised Codes.

## ARTICLE 2

### SCOPE OF UNIT

**2.1** The bargaining unit shall include all regular full-time, permanent part-time and intermittent classified civil service employees of the University certified by the Ohio State Employment Relations Board (hereinafter, SERB) on April 10, 1985, in Case Number 84-RC-09-2011; on October 8, 1987, in Case Number 87-REP-7-0030; on September 4, 1992, in Case Number 92-REP-04-0078; on December 15, 1995, in Case Number 95-REP-03-0060; on March 19, 1997, in Case Number 97-REP-02-0026; on April 24, 2004, in Case Number 04-REP-03-0059; on January 13, 2005, in Case Number 04-REP-11-0215; on June 21, 2007, in Case Number 07-REP-05-0080; and on March 14, 2019, in Case Number 2019-REP-01-0006. Appendix A to this Agreement specifies by position classification the full-service and permanent part-time service positions included in the bargaining unit; Appendix B to this Agreement specifies by position classification and department the classified positions which are currently excluded from the bargaining unit. Section 28.1 (“Intermittent Employees”) specifies the method by which intermittent employees will be included in the bargaining unit. Any new classification(s) added to the bargaining unit,

either by mutual agreement or SERB determination, shall be added to Appendix A as though originally included in the bargaining unit.

**2.2** The parties will meet and confer to discuss the bargaining unit status of regular full-time, permanent part-time or intermittent classified civil service employees (as cited in Section 2.1 above) and/or classified or unclassified vacancies that are newly created or involve potential classification changes. This action will take place before either party submits the matter to SERB for a final and binding determination of bargaining unit status. Pending a decision reached by the parties and/or SERB determination the incumbent employee and newly created or vacant classified positions not excluded under Section 2.3 below will be placed into the bargaining unit. If a position previously deemed excluded is reclassified and the new position maintains all the duties that qualified it for exclusion, the new position will remain excluded.

**2.3 Exclusions from the Bargaining Unit:** The parties agree that the positions identified as excluded shall be excluded positions for the life of this agreement. Decisions related to additional excluded positions shall be by mutual agreement or shall be resolved by SERB.

**2.4 Scope of Work:** The University recognizes the integrity of the bargaining unit and therefore agrees it will not take any action, either arbitrary or capricious in nature, against the bargaining unit in the attempt to erode the bargaining unit.

In that regard, unless indicated otherwise in this agreement, it is the intent of the parties that non-bargaining unit employees be limited to performing work specifically and/or exclusively performed by bargaining unit employees under the following circumstances: 1) in cases of emergency; 2) to provide coverage for unplanned absences when a qualified bargaining unit member is not available; 3) when necessary to provide break and/or lunch relief; 4) to instruct or train employees; 5) to demonstrate the proper method of accomplishing the tasks assigned; 6) to assess work practices; 7) to allow the release of employees for union activities or 8) for any other reason mutually agreed upon by the parties. Non-bargaining unit employees may be permitted to assist bargaining unit employees with performing work specifically and exclusively performed by bargaining unit employees.

## ARTICLE 3

### WAGES

#### 3.1 All Bargaining Unit Members:

~~A) — From August 16, 2020, through December 5, 2020, bargaining unit members will be paid at the furlough rates provided for in the Memorandum of Understanding ACE COVID-19 Cost Reductions (MOU) entered into by the parties on May 21, 2020 (see attached Appendix J).~~

~~B) The MOU (see attached Appendix J) is being modified as follows:~~

~~Effective with the pay period that includes December 6, 2020, wages will be restored to pre-MOU~~Year One:

A) Exhibit 1 sets forth the starting rates for all positions in the bargaining unit.

~~1. As a result of the starting rates in Exhibit 1, hourly rates:~~

~~2.1) Between July 6, 2020, and October 12, 2020, seven (7) fixed furlough days were observed. Bargaining unit members of certain bargaining unit members may use seven (7) additional floating furlough days on or before December 31, 2020, for a maximum of fourteen (14) aggregate furlough days.~~be adjusted.

~~3. Effective with For the first year of the ratification date of this Agreement, the MOU (see attached Appendix J) will be null and void.~~

~~C) Through the end of June 30, 2021, the provisions of Article 20 Classifications and Position Audits will be held in abeyance, except as provided in this section. During this time period, the University will assign work within a bargaining unit employee's position classification or of a lower classification. If a bargaining unit employee believes that they are performing duties which do not properly fall within their position classification, the bargaining unit employee shall contact the ACE President. If the ACE President has a bona fide good faith belief that the bargaining unit employee is performing duties which do not properly fall within their position classification, the ACE President shall contact Human Resources Organizational Development to discuss the matter. If the parties cannot resolve the dispute, the dispute will be resolved by an Audit Appeal Committee composed of the ACE President or their designee, the Chief Human Resources Officer or their designee, and the Vice President of Finance and Administration or their designee.~~

~~D)2) Effective with the pay period that includes August 16, 2021, the wages of all agreement, the wages of all bargaining unit members shall be increased by 2%, with the exception of those bargaining unit members shall be increased by 1.25%.~~whose Exhibit 1 adjustments result in an increase greater than 2%.

~~3) Bargaining unit members identified by the parties during negotiations whose Exhibit 1 adjustments resulted in less than a 2% increase will receive the 2% increase (inclusive of the adjustment).~~

- B) Year one adjustments and increases shall be effective at the beginning of the first full pay period following ratification by the Board of Trustees. There shall be no retroactive pay.
- C) Additionally, for the first year of the bargaining agreement, all full-time and part-time bargaining unit members at the time of the payout shall receive a \$1,000 lump sum (or prorated full-time equivalent) payment to be provided by December 31, 2023.

**Year Two:**

- A) Effective with the pay period that includes August 16, ~~2022~~2024, the wages of all bargaining unit members shall be increased by 2%.
- B) Additionally, for the second year of the bargaining agreement, all full-time and part-time bargaining unit members at the time of payout shall receive a \$500 lump sum (or prorated full-time equivalent) payment to be provided by December 31, 2024.

**Year Three:**

- ~~E)A)~~ Effective with the pay period that includes August 16, 2025, the wages of all bargaining unit members shall be increased by 1% and the wages of all bargaining unit members shall be increased by 23 cents per hour.2%.
- B) Additionally, for the third year of the bargaining agreement, all full-time and part-time bargaining unit members at the time of payout shall receive a \$500 lump sum (or prorated full-time equivalent) payment to be provided by December 31, 2025.

**3.2** Bargaining unit ~~employees~~members hired after ratification of ~~the 2017-20~~this Agreement will be paid at the ~~hiring~~starting rates ~~identified in Exhibit 1. Bargaining unit employees employed before ratification of the 2017-20 Agreement shall maintain their current hourly base rate of pay except as may be identified in section 3.1 of this article.~~Exhibit 1.

- 3.3**
- A) Each member of the bargaining unit who is promoted, or reclassified, to a higher classification within the bargaining unit shall be paid at the ~~entry~~starting rate identified for the ~~higher pay grade~~position in Exhibit 1, or the employee will receive a five percent (5%) increase to their hourly rate of pay, whichever is greater.
  - B) Each member of the bargaining unit who is demoted (voluntarily or involuntarily), who successfully bids on a position in a lower classification, or who displaces into a lower classification as a result of layoff and/or bumping shall be placed ~~in the new pay grade at a rate that is the same percentage from the hiring rate of the~~

~~previous pay grade. Bargaining unit employees hired prior to the ratification of the 2017-20 Agreement shall have the decrease calculated from the starting rate identified in the 2014-2017 Agreement at the starting rate for the position in Exhibit 1.~~

- C) A current non-bargaining unit University employee who, due to reclassification, becomes a bargaining unit member, shall be placed in the appropriate ~~pay grade~~ rate for their classification. (see Exhibit 1).
- ~~D) For competitive recruiting purposes, the Chief Human Resources Officer may determine that a new employee may be hired at a step above the entry step for a particular classification.~~
- D) There will be no step movement for bargaining unit members after the ratification date of this Agreement. If a bargaining unit member who is currently stepping has an anniversary date between August 16, 2023, and the date of ratification, that bargaining unit member will receive the step increase provided for in Exhibit 1 of the 2020-23 Agreement.
- E) Bargaining unit members identified through classification review (Article 20) that meet criteria established under the Fair Labor Standards Act to be exempt from overtime shall be notified at least one pay period in advance of such overtime exempt designation.
- ~~F) AHF) Unless otherwise stated above, all~~ pay adjustments shall take place at the beginning of the pay period within which the qualifying event occurs.

**3.4 Educational Increment:** Those bargaining unit members who received an educational increment during the 2008-11 and/or 2011-14 agreements will continue to receive such increment.

**3.5 Shift Differential:** Each member of the bargaining unit who is regularly scheduled to begin a workday from 3:00 p.m. until 10:59 p.m. will be paid a night shift differential of twenty-five (25) cents per hour for all hours worked. Each member of the bargaining unit who is regularly scheduled to begin a workday from 11:00 p.m. until 6:59 a.m. will be paid a shift differential of thirty-five (35) cents per hour for all hours worked. If the University modifies such shifts due to operational needs the differential pay will apply to the new schedule only if the new schedule falls within the hours of 3:00 p.m. and 10:59 p.m. or from 11:00 p.m. until 6:59 a.m.

**3.6 Distinguished Classified Civil Service Awards:** Each year, up to eighteen (18) bargaining unit members will be granted a Distinguished Classified Civil Service Award in recognition of outstanding performance of their duties and/or public/community service. The recipients will be selected by a three (3) member Distinguished Service Committee, which will be chaired by the Chief Human Resources Officer of the University or their designee, with one (1) member designated by the President of YSU-ACE or their designee, and the third member designated by the first two (2) members.

**Full-time Bargaining Unit Member Eligibility:** Bargaining unit members must have at least three (3) complete years of University service ~~and Bargaining Unit Status by July 1 of the selection year.~~

**Part-time Bargaining Unit Member Eligibility:** Bargaining unit members must have at least three (3) complete years of University service ~~and Bargaining Unit Status by July 1 of the selection year.~~ Inclusions: All permanent part-time and intermittent bargaining unit members.

Candidates for the Distinguished Classified Civil Service Award may be nominated by a YSU student, a fellow YSU employee, YSU alumni or by an individual of the community. Such nominations will be made on a form available ~~in~~on the Office of ~~the Chief~~ Human Resources ~~Officer~~website. Written justification for the nomination must be attached to the form, as specified in Appendix ~~HE~~. YSU employees may not nominate themselves or members of their immediate family (as defined in Article 15.1).

Full-time recipients of the Distinguished Classified Civil Service Award will receive a cash award of \$1,400.00 prior to August 1 of the calendar year in which they were selected.

Part-time recipients of the Distinguished Classified Civil Service Award will receive a cash award of \$700.00 prior to August 1 of the calendar year in which they were selected.

The ~~President of the~~ University will make ~~an appropriate~~a public announcement of the awards each year. There will be no restriction on the number of times an individual may receive the award, except as specified in Appendix H. The cash award will be in a separate check or direct deposit separated from all other pay.

**3.7 Emergency Closings:** When the University closes due to an emergency, pay for members of the bargaining unit shall be determined as follows:

- A) Bargaining unit members 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) Bargaining unit members 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. In order to be paid for an emergency closing, employees must work their last scheduled ~~work day~~workday before and after the closure.
- C) Bargaining unit members who are working when an emergency closing occurs, and who are directed by the University to continue to work, shall receive straight pay for 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, time sheets will be marked to indicate regular hours and overtime hours.~~

- D) Bargaining unit members 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 such cases, time sheets will be marked to indicate regular hours and overtime hours.~~
- E) Bargaining unit members who are not scheduled to work during a period of emergency, 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 bargaining unit member to work who is on vacation or sick leave.
- G) If a bargaining unit member is scheduled to work during an emergency closing, but is unable to reach the campus due to conditions which prompted the closing, then the bargaining unit member will be charged (at the bargaining unit member's discretion) vacation leave, compensatory time, or leave without pay for the period of their scheduled shift prior to the official closing.

**3.8 OPERS Salary Reduction Pick-Up:** The University will continue the “Salary Reduction Pick-Up” in accordance with applicable rulings of the Internal Revenue Service and the Ohio Attorney General. This means the University will reduce the bargaining unit member's salary by the amount of the bargaining unit member’s contribution to OPERS and will then 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, and will have no residual obligation to members of the bargaining unit concerning the impact of the cessation of the “Pick-Up” upon any bargaining unit member’s income tax liabilities at the state or federal level. The “Salary Reduction Pick-Up” shall be a condition of employment for all members of the bargaining unit, and shall be applied to any payments made to bargaining unit members by the University during the term of this Agreement and determined by OPERS to be compensation for retirement purposes.

**3.9 Alternative Retirement Program (ARP):** For full-time bargaining unit members electing to enroll in an ARP, the University shall reduce their salary by the applicable OPERS rates. The University shall also contribute a designated amount to the ARP as well as a mandatory contribution to OPERS in compliance with OPERS rates.

## ARTICLE 4

### MANAGEMENT RIGHTS

**4.1** The University retains all rights necessary to operate the University, except as those rights may be modified by the provisions of this Agreement. These rights include but are not necessarily limited to the general grant of authority specified in Ohio Revised Code [4117.08](#) and 3356. These retained rights include, but are not necessarily limited to, those rights commonly known as management rights. These retained rights include, but are not necessarily limited to, the right to:

- A) Rate candidates, establish eligibility lists, and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled 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 bargaining unit members;
- D) Maintain and improve the efficiency and effectiveness of University operations;
- E) Determine the overall methods, process, means or personnel by which University operations are to be conducted;
- F) Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain bargaining unit members;
- G) Determine the adequacy of the work force;
- H) Effectively manage the work force;
- I) Determine the overall mission of the employer as a University;
- J) Take actions to carry out the mission of the University.

## ARTICLE 5

### UNION RIGHTS



**5.1** The Union has the rights specified below in addition to all those applicable rights as provided in Ohio Revised Code 4117.

**5.2** Duly authorized representatives of the Union will have access to the University premises for the purpose of transacting official Union business consistent with the Agreement provided such access or business does not interfere with or disrupt the normal conduct of University business.

**5.3** The Union shall be permitted reasonable use of University rooms for meetings on the same basis as other employee groups.

**5.4** The Union shall be permitted reasonable use of the University's physical and electronic services for communication with members of the bargaining unit on matters directly related to the Union's role as exclusive representative of the bargaining unit. The University shall designate a public area in each building where a Union bulletin board can be displayed.

**5.5** Copies of this Agreement will be posted in electronic format on the University's website for download in a printable PDF format. The University will provide to the Union fifty (50) printed copies of this Agreement.

**5.6** The Union will continue to be assigned a mailbox at the Delivery Services Mailroom at no cost.

**5.7 Grievance Officers:** The University shall recognize twelve (12) bargaining unit members designated by the Union and up to five (5) duly elected officers of YSU-ACE as Union Grievance Officers.

- A) Grievance Officers are authorized to investigate possible grievances and represent bargaining unit members in grievance adjustments as specified in Article 9.
- B) The Union shall inform the University in writing of those bargaining unit members designated as Grievance Officers prior to the University's recognition of those persons as Grievance Officers. The Union will also notify the University promptly of changes in the list of Grievance Officers. The Union will also notify the University of those officers of YSU-ACE who have Grievance Officer status pursuant to this Section.

**5.8** Union Grievance Officers recognized in Section 5.7 shall collectively be permitted up to twelve (12) Grievance Officer-hours each week to investigate possible grievances and/or grievances during the paid working hours of the Grievance Officers. 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. The University agrees that permission to investigate a possible grievance and/or grievance will not be unreasonably denied.

- A) Time spent in consultation with the Chief Human Resources Officer or their designee will not be counted against the twelve (12) hour limit.
- B) If unused in a given week, Grievance Officer-hours may accumulate to a maximum of twenty (20) hours.
- C) Advance permission must be granted by the Grievance Officer's supervisor and by the Grievance Chair or Union President prior to investigation of a possible grievance and/or grievance during paid hours.
- D) If a Grievance Officer leaves their work area to investigate a grievance in another work area, the Grievance Officer will inform the supervisor in the grievant's work area before talking to the grievant.
- E) No individual Grievance Officer may devote more than six (6) hours of paid time to possible grievance and/or grievance investigation during a given week without the permission of the University.
- F) A bi-weekly account of the grievance hours will be kept by the Grievance Chair. This information will be available to the University upon written request. Grievance Officers will be responsible for recording any grievance time used in the designated space on their bi-weekly time sheets.

**5.9** During each full workweek starting with the month of March of any year that the negotiation process begins and concluding when negotiations commence, each member of the Union negotiating team, not to exceed six (6) plus the Union President, shall each be granted up to two (2) hours of release time for preparation purposes. Once the process of negotiating a successor agreement has begun and through and until fact-finding concludes (if applicable), each member of the Union negotiating team shall be granted up to four (4) hours of release time per week to prepare for negotiations.

**5.10** The Union President or their designee shall be granted a paid leave of absence of up to an aggregate of eight (8) hours per week for each scheduled workweek during the life of this Agreement. The Union President shall be free to conduct Union business on University premises during the eight (8) hour release period in accordance with the other provisions of the Agreement. This release time is in addition to all other release time contained in the Agreement. Release time should be pre-arranged with the Union President's supervisor to maintain efficient operation of the department. The Union President will refrain from conducting union business during work time except as otherwise specified in the Agreement.

**5.11** The Executive Committee Members shall, at the request of the Union, be granted a paid leave of absence for one-half (1/2) hour abutted to their unpaid lunch each month to attend their executive committee meeting. If an emergency meeting is needed, Human Resources will be contacted immediately for members to be released. The schedule for the entire calendar year for

such meetings will be forwarded to Human Resources every year by January 1 of that calendar year or as soon as the schedule is available for dissemination.

**5.12** Union members shall, at the request of the Union, be granted a paid leave of absence for one-half (1/2) hour abutted to their unpaid lunch, two (2) times per year to attend a Chapter Meeting. The schedule for the entire calendar year for such meetings will be forwarded to Human Resources every year by January 1 of that calendar year or as soon as the schedule is available for dissemination. The dates of the meetings shall not conflict with other scheduled University-wide activities. The Union shall provide the start and end times for the meetings with at least two (2) weeks' notice. The paid leave of absence shall be split evenly between the beginning and the end of the meetings. The unpaid portion of the meetings shall not exceed one (1) hour. Employees whose regularly scheduled lunch break does not coincide with the meetings, is shorter than the length of the meeting, or both, must receive approval from their supervisors to adjust their lunch period and their workday to attend. Such request shall not be unreasonably withheld.

**5.13** The Union shall be invited to participate in scheduled employee orientations for the purpose of introducing all newly hired employees to the Union. Such presentation will not exceed thirty (30) minutes. The University shall make a good faith effort to notify the Union no less than five (5) days prior to each employee's start date.

**5.14** The Union President shall receive timely notice of the appointment of an employee new to the bargaining unit or of a personnel action which results in a change in an employee's bargaining unit status or a change in the bargaining unit member's department or classification.

**5.15** A paid leave of up to nineteen (19) aggregate days will be granted to Union representatives to attend assemblies, conventions, or seminars of the OEA and NEA off campus each year. Absent unusual circumstances, a minimum of thirty (30) days written notice will be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.

**5.16** Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than six (6) bargaining unit members of the Union to attend Leadership Academies off-campus each academic year. Absent unusual circumstances, a minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.

## ARTICLE 6

### UNIVERSITY/UNION RELATIONS AND RESPONSIBILITIES

**6.1** The parties agree that it is desirable that they develop and maintain a working relationship of mutual respect and continuous improvement. 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 are necessary to fulfill its obligations under this Agreement. The Union agrees that there shall be no Union 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 bargaining unit members 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.

**6.2** Representatives of the University's Office of Human Resources and the Union shall meet at mutually convenient times during regular working hours to discuss matters of mutual concern. Either party may request that a specific topic be discussed, providing the request is made in writing a minimum of five (5) working days prior to the scheduled meeting. Unless otherwise required by law, there shall be no obligation on the part of the University or the Union to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party. The provisions of Section 6.2 shall not apply to negotiations for a successor Agreement.

Topics would include, but are not limited to, such activities as:

- A) Discuss the administration of this Agreement;
- B) Notify the Union of changes contemplated by the University which may affect bargaining unit employees;
- C) Discuss the future needs and programs of the University;
- D) Disseminate general information of interest to the parties;
- E) Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;
- F) Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. ;
- G) Discuss proposed work rules; and
- H) Discuss such other items as the parties may mutually agree.

**6.3** The University agrees to provide the Union copies of written policies, regulations, work

rules, and directives as are promulgated in accordance with this Agreement within the University and its separate departments and work units; it is clearly understood by the parties that many situations are not covered by written policies, regulations, work rules, and directives at this time and never will be described in writing . Furthermore, the University shall not implement/promulgate any of the above in conflict with this Agreement.

~~such written work rules. Furthermore, the University shall not implement/promulgate any of the above in conflict with this Agreement.~~

~~6.4 A paid leave of up to nineteen (19) aggregate days will be granted to Union representatives to attend assemblies, conventions, or seminars of the OEA and NEA off campus each year. Absent unusual circumstances, a minimum of thirty (30) days written notice will be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.~~

~~6.5 Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than six (6) bargaining unit members of the Union to attend Leadership Academies off-campus each academic year. Absent unusual circumstances, a minimum of thirty (30) days written notice shall be provided to the University prior to taking such leave. Only one bargaining unit member from any one work area will be granted leave at any one time. However, leave for more than one bargaining unit member from any one work area at any one time may be granted at the discretion of the department head.~~

**6.6.4** 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, not to exceed thirty (30) days unless mutually agreeable, to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. Upon written request, the Union shall receive a copy of the annual budget, reports of the membership of the bargaining unit, quarterly and year-end financial reports, copies of all reports filed with the State Employment Relations Board, and communications distributed generally to classified bargaining unit members of the University. University Policies are located on the Board of Trustees website. Upon written request, the Union shall provide the University with copies of all reports filed with the State Employment Relations Board.

~~**6.7(1) Labor Management Council:** There shall be a committee consisting of an equal number of Union and University representatives, unless otherwise mutually agreed upon by the parties. The committee will meet at least two (2) times per year. The committee will be co-chaired by a union and a University representative.~~

~~**6.7(2) Labor Management Council Purpose and Agenda:** The purpose of the committee is to provide a means for continuing communication between the parties and to promote a climate of constructive employee employer relations. The agenda for each meeting shall be jointly prepared~~

~~by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties. 6.5 Topics would include, but are not limited to, such activities as:~~

- ~~A) Discuss the administration of this Agreement;~~
- ~~B)A) Notify the Union of changes contemplated by the University which may affect bargaining unit employees;~~
- ~~C)A) Discuss the future needs and programs of the University;~~
- ~~D)A) Disseminate general information of interest to the parties;~~
- ~~E)A) Give the Union representatives the opportunity to discuss the views of bargaining unit employees and/or make suggestions on subjects affecting those employees;~~
- ~~F)A) Give the parties the opportunity to discuss the problems that give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring. The parties agree that the discussion of individual grievances is not an appropriate topic for Labor/Management committee;~~
- ~~G)A) Discuss proposed work rules; and~~
- ~~H)A) Discuss such other items as the parties may mutually agree.~~

~~6.7(3) Labor Management Council Time Off: Unless mutually agreed otherwise, such meetings shall be held during normal work hours.~~

**6.8 Labor/Management Relations:** The University and the Union recognize that the character and quality of the Union-Management relationship in each department has an impact upon productivity and quality services. Accordingly, the parties agree to support joint labor/management training in skills and concepts which may contribute to increased Union-Management understanding and cooperative relationships.

## ARTICLE 7

### EMPLOYEE DISCIPLINE

**7.1** A member of the bargaining unit may be disciplined, demoted, suspended or removed for just cause, which shall include, 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, or any other acts of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.

Article 7 shall not apply to separations 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.

**7.2** Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall be documented by the employee's supervisor but shall not be recorded in the bargaining unit member'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 may justify a more severe initial disciplinary action, including removal. Disciplinary actions shall be reduced to writing and the Union and bargaining unit member will be notified that disciplinary action materials are being inserted into their official personnel file.

**7.3 Eligibility to Grieve:** A non-probationary bargaining unit member who is disciplined, suspended or removed may grieve the discipline pursuant to Article 9.

**7.4** All aggrieved disciplinary action(s) shall be immediately moved to the Step 3 grievance hearing as identified in Section 9.7. A notation shall be placed on any aggrieved disciplinary action materials while the grievance is pending, which shall be removed once the grievance has been resolved. Any disciplinary action that is determined by the grievance process to be invalid will result in said action being removed from the employee's personnel file.

**7.5** In situations involving a suspension or removal, the Chief Human Resources Officer or their designee shall conduct a due process meeting with the bargaining unit member to discuss the reasons for such suspension or removal prior to issuing the order of suspension or removal. Prior to a due process meeting, the Union and University shall exchange a copy of all materials related to the matter including, but not limited to, police reports, statements of complaint, or any other documentation that may be related to employee discipline. Documents which are not exchanged at least two (2) calendar days in advance of a hearing may not be entered at the hearing. At the request by either party, the hearing will be postponed to comply with this requirement. The bargaining unit member shall have the choice of whether they wish such a meeting, and shall further have the choice of deciding whether or not they wish to have a Union representative present. In addition, within twenty-one (21) calendar days of the completion of the meeting, the Chief Human Resources Officer, or their designee, shall send via hand delivery or by email, to a suspended or removed bargaining unit member, written notification stating the reason(s) for the suspension or the removal. The parties agree that orders of suspension or removal shall be treated as confidential personnel matters between the University and the bargaining unit member,

unless the bargaining unit member wishes to consult the Union in the matter. In the event the employee does not wish to consult with the Union and requests that copies of the disciplinary action not be forwarded to the Union President, a record of the incident will be provided to the Union President. Suspensions and removals may be appealed directly to Step 3 of the grievance process.

**7.6** The University through the Chief Human Resources Officer has the option of having a bargaining unit member who is suspended serve the suspension or have the hours of suspension deducted from their accumulated total of vacation and/or compensatory hours.

**7.7** The parties agree that physical violence, discriminatory harassment, and threats of physical violence are unacceptable in any relationship between employees of the University. Complaints regarding discriminatory harassment shall be directed to the Office of Equal Opportunity Policy Development. Complaints regarding violence may be directed to Campus Police. Only unresolved matters may be grieved by the employee under the grievance procedure in Article 9. Disputes concerning alleged discriminatory harassment may be grieved, but the grievance may not be appealed beyond Step 3; this means grievances of this nature may not be submitted to arbitration. However, the employee does reserve the right to file a complaint with the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission.

**7.8** If a department head or supervisor has decided to hold a meeting or investigatory interview and the employee has a reasonable belief that discipline or other adverse consequences may result from what they say, the employee has the right to request union representation. The role of the Union representative during such meeting is non-adversarial. However, the representative does have the right to assist and counsel the employee during the meeting. Employees may choose from among authorized union representatives or its legal counsel available on the same shift they are working and who is available during that shift. Absent an authorized union representative or its legal counsel, the employee may contact the Union President or Grievance Chair. If the employee's attempts to contact these representatives, officers or legal counsel are unsuccessful, then the interview will be rescheduled as soon as is practicable and no later than two (2) work days.

**7.9** If a manager or supervisor has reason to suspect a member of the bargaining unit is under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty, the bargaining unit member and the Union will be advised of the reasonable suspicion, and shall further be advised that the employee will be taken immediately to a medical facility for an examination and/or testing to determine whether they are under the influence of alcohol or non-prescribed controlled and/or illegal drugs. Any employee who is sent for an examination and/or test under this provision will, at the discretion of the University, be placed on administrative leave with pay at the employee's regular rate of pay or assigned duties that will not pose a threat to the employee or any other person until the results of the test are known. Bargaining unit members who are required to undergo an examination or testing under the provisions of this section shall be advised by the University of off-campus resources available for persons suffering from problems of alcohol/drug abuse. The University at its discretion shall be free to utilize an on-site testing



service for immediate testing. Confidentiality is of the utmost importance and will be maintained throughout the process. If the medical examination indicates that the employee is not under the influence of alcohol or non-prescribed controlled and/or illegal drugs, no record of the medical examination shall be placed in the employee's official personnel file. However, if an incident (e.g., car accident) is linked to the reasonable suspicion resulting in the medical examination, a record of the incident shall be placed in the employee's official personnel file.

**7.10**— Any action taken by the University in accordance with Section 7.9 will not preclude or negate any additional action taken by the University, which may include medical examination/treatment, counseling, and/or disciplinary action, due to a bargaining unit member determined to have been under the influence of alcohol or non-prescribed controlled and/or illegal drugs while on duty.

## **ARTICLE 8**

### **PERSONNEL FILES**

**8.1** The parties agree that the University may establish regulations for the custody, use, and preservation of appropriate records pertaining to bargaining unit members. Only one official personnel file shall be maintained by and 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.

**8.2** Based on a prior scheduled appointment, each bargaining unit member shall have access to their official personnel file during normal working hours. The University will also grant access to a bargaining unit member's official personnel file to the bargaining unit member's designated representative.

**8.3** Any bargaining unit member who has reason to believe that there are inaccurate or outdated materials contained in their personnel file has the right to submit a memorandum to the Chief Human Resources Officer or their designee noting their objections to the material in question. The Chief Human Resources Officer or their designee shall attach the bargaining unit member'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 bargaining unit member's objections to the material.

**8.4** Individual letters of appointment, appointment forms, sick leave forms, vacation forms, notices of disciplinary action, and other material deemed appropriate by the University may be included in the official personnel file. However, any document which does not include as part of its normal distribution a copy to the individual, or which does not originate with the individual, shall not be placed in a personnel file unless the bargaining unit member is simultaneously provided a copy by campus mail or via email.

**8.5 Materials Related to Disciplinary Action:** Materials related to disciplinary action (see Article 7: “Employee Discipline”) shall cease to have force and effect, providing a minimum of eighteen (18) months have passed since the insertion of the material into the file without an intervening occurrence of disciplinary action. Upon the written request of the bargaining unit member, such materials shall be moved to an alternate file.

**8.6** Performance evaluations may be moved to an alternate file, at the request of the bargaining unit member, provided the evaluations have been on file for at least five (5) years.

**8.7** Unsuccessful bids for vacancies and correspondence related thereto shall not be placed in a bargaining unit member's personnel file.

**8.8** To the extent feasible under Ohio law, official personnel files shall not be open to the general public.

## ARTICLE 9

### GRIEVANCE PROCEDURE

**9.1 Definition:** The purpose of this article is to set forth a prompt and equitable method to resolve disputes between the Union and the University during the term of the Agreement. Under this article, a member of the bargaining unit or the Union may file a grievance alleging a violation, misapplication and/or misinterpretation of the terms of the Agreement. Nothing in this article is intended to discourage or prohibit informal discussion and/or resolution of a dispute prior to the filing of a formal grievance.

**9.2 Procedure:** A grievance is filed at Step 1 or at the lowest level at which the remedy sought may be granted. A grievance is filed on the form which appears in Appendix C to this Agreement. A completed form must be submitted to the Chief Human Resources Officer or their designee, at which time a grievance number is assigned. The form may be submitted via email. A grievance must be filed no later than forty-two (42) days after the grievant knew or should have reasonably known the facts giving rise to the grievance. (All references to “days” are to calendar days.) The time limits specified in this article may be extended by mutual agreement of the parties. If the grievant or the Union fails to appeal a disposition of a grievance within the specified time limit, the grievance shall be considered settled on the basis of the last disposition by the University. No grievance will be automatically advanced to Step 4 without the approval of the Union Executive Committee. If the University fails to hold a hearing or grant a disposition within the time limit prescribed, the right to proceed to the next step shall be granted automatically and immediately. All grievances withdrawn by the Union shall be considered withdrawn with prejudice.

**9.3 Grievance Hearings:** Each grievance hearing will be conducted by the designated administrator to determine what, if any, violation of this Agreement has occurred. Hearings will

be attended by the grievant, the designated administrator, and up to two (2) additional representatives designated by the parties' respective sides. The parties may request and mutually agree that additional witnesses/representatives may attend. Witnesses will be permitted to attend hearings in those instances when the grievant and/or the Union need information more specific than that available to the grievant or Union. ~~The~~Unless there is mutual agreement, the parties agree that the University will schedule grievance hearings no later than two (2) hours prior to the end of the grievant's and/or Union representative's work shift, and the grievant will be released from duty early enough to be able to attend the grievance hearing as scheduled. If such hearings extend beyond the end of the normal work schedule of any bargaining unit member(s), the bargaining unit member(s) present at the grievance hearing will not be paid for any time spent after the end of the work schedule. Grievance hearings for bargaining unit members whose work schedules are other than the standard day shift will be scheduled at mutually convenient times.

A "class action" grievance is when more than one (1) employee files a grievance over the same alleged violation, misapplication and/or misinterpretation of the terms of the Agreement. When such occurs, the grievant or the Union will attempt to identify the bargaining unit members initially involved in the class action grievance, or will provide a description of the class in sufficient detail to enable the University to investigate the grievance. In class action grievances no more than one (1) grievant may attend the hearings.

**9.4 Independent Grievances:** A bargaining unit member has the right to present a grievance to the University, and have it adjusted without the involvement of the Union or Union representatives if the adjustment is consistent with the terms of the Agreement and the Union was given the opportunity to have a representative present at such a hearing and/or adjustment. Any grievance adjusted under Section 9.5, 9.6 or 9.7 which the Union believes is inconsistent with the Agreement is grievable under Article 9 of the Agreement.

**9.5 Step 1:** Within forty-two (42) days after the grievant knew or should have reasonably known the facts giving rise to the grievance, they may file a formal grievance as specified in Procedure 9.2. Within fourteen (14) days after receiving the grievance, the appropriate department head will hold a grievance hearing. If the individual against whom the grievance is filed is the department head, the grievance will be automatically heard at Step 2. The University must notify the appropriate Union representative at least three (3) work days prior to the scheduled hearing. Within fourteen (14) days following the hearing, the department head will complete a Grievance Disposition Form, distributing the original to the grievant and providing a copy to the Union. Within fourteen (14) days following receipt of the department head's Step 1 disposition, the grievant may appeal the disposition to Step 2 by completing and distributing a Grievance Disposition Reaction Form.

**9.6 Step 2:** Within fourteen (14) days following receipt of an appeal from a Step 1 disposition or the receipt of an original filing at Step 2, the department head's administrative superior, or their designee, not to be the same individual who heard the grievance at Step 1 or the individual against whom the grievance has been filed, 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 Union. If the administrator holds a grievance hearing, they will execute and distribute a Grievance Disposition Form within fourteen (14) days following the hearing. A hearing is required if the grievance is filed initially at Step 2. Within fourteen (14) days following receipt of the administrator's Step 2 disposition, the grievant may appeal the disposition to Step 3 by completing and distributing a Grievance Disposition Reaction Form.

**9.7 Step 3:** Within fourteen (14) days following the receipt of an appeal from Step 2 or the receipt of an original filing at Step 3, the Chief Human Resources Officer or their designee must hold a grievance hearing. The Chief Human Resources Officer or their designee will complete and distribute a Grievance Disposition Form within fourteen (14) days following the hearing. Within fourteen (14) days following receipt of the Step 3 disposition, the grievant may appeal the disposition to Step 4 by completing and distributing a Grievance Disposition Reaction Form.

**9.8 Step 4: Mediation/Arbitration**

- A) Within thirty-five (35) days following receipt of an appeal to Step 4, the Union Executive Committee will inform the University in writing whether it supports the appeal to arbitration or alternately to grievance mediation under the auspices of the Federal Mediation and Conciliation Services (FMCS).
- B) Within seven (7) days following notification by the Union of the desire to participate in grievance mediation the University will inform the Union in writing if it agrees or does not agree to proceed with grievance mediation. If the University does not agree to grievance mediation, the Union will request arbitration pursuant to this Article.
- C) Within seven (7) days following notification of agreement to participate in grievance mediation from the University the parties shall submit a signed joint request to FMCS for grievance mediation. The parties acknowledge that FMCS may require the parties to waive any time limits in the collective bargaining agreements if grievance mediation is to occur.
- D) Within twenty-one (21) days following an unsuccessful grievance mediation or notification that the Union supports the appeal to arbitration, the Union must request from the Federal Mediation and Conciliation Service (FMCS) a panel of seven (7) arbitrators whose primary addresses are within a 200-mile radius of Youngstown, Ohio. The parties may mutually agree to expand the radius. A copy of the Union's request to FMCS must be sent simultaneously to the ~~Chief Human Resources Officer~~ Director Labor and Employee Relations.
- E) If the parties are unable to agree upon which of those seven nominees shall serve as 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. Prior to commencing striking, each party shall have the option to

completely reject one (1) panel of arbitrators provided by the FMCS and request another list. Agreement on an arbitrator or to reject the list provided by the FMCS shall be made within forty-five (45) days from the receipt of the list. The selection of an arbitrator from the second list provided by the FMCS shall be made within forty-five (45) days from receipt of the list. The hearing shall commence in accordance with the rules and regulations of the FMCS within one hundred fifty (150) days of selection of the arbitrator, unless the parties mutually agree to extend the deadline or because the arbitrator's schedule will not allow for the hearing within one hundred fifty (150) days.

~~F)E)~~ If there is a question of arbitrability of a grievance, the parties will request the arbitrator to rule first on the arbitrability of the grievance. If the arbitrator rules that the grievance is arbitrable, they shall proceed to conduct a hearing of the merits of the grievance.

~~G)F)~~ The following matters shall not be arbitrable: determinations of bargaining unit status of any employee (see Article 2, "Scope of Unit"); grievances not supported by the Union in the appeal to Step 4 (see Section 9.2 above); the suspension or removal of a probationary bargaining unit member (see Article 7, "Employee Discipline"); alleged acts of discriminatory harassment (matters under the purview of the EEO and/or state and federal agencies) (see Section 7.7); layoffs and recalls (see Article 16, "Layoff and Recall"); an alleged act of illegal discrimination (see Article 19, "Non-Discrimination"); the reclassification of a position or a refusal to reclassify a position (see Article 20, "Classifications and Position Audits"); any action that is appealable to the State Personnel Board of Review or the State Employment Relations Board and has been appealed to the Board with jurisdiction; performance evaluations; decision by Administration that are referenced in this Agreement as final or final and binding, and any matter not pertaining to the meaning and intent of this Agreement.

~~H)G)~~ The arbitrator will have no power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator's decision is binding upon the University, the Union, and the grievant.

~~I)H)~~ The arbitrator will be requested to render a decision within twenty-eight (28) days after the arbitration hearing. The arbitrator's fees and expenses will be borne equally by the University and the Union, except costs incurred by the calling of witnesses, which will be borne by the party calling that witness.

~~J)I)~~ Arbitration hearings will be held on the University campus in a room provided at no cost to the Union.

~~K)J)~~ If the arbitrator requests a transcript of the hearing, the cost will be shared equally by the University and the Union; if either party requests a transcript, it will bear the cost of the transcript.

~~L)K)~~ Bargaining unit members who appear as witnesses at an arbitration during their regular hours will be paid for the time spent at the arbitration hearing; however, no more than five (5) bargaining unit members will be present at the arbitration hearing on behalf of and/or at the request of the Union, unless otherwise mutually agreed.

## ARTICLE 10

### WORK SCHEDULES

**10.1** The week is defined as the one hundred sixty-eight (168) hours beginning at 12:01a.m. on Sunday and ending at midnight the following Saturday.

**10.2 Normal Scheduling:** Each full-time member of the bargaining unit will be scheduled to work eight (8) consecutive hours a day (subject to the provisions of Section 10.3 below) and forty (40) hours each week. Each permanent part-time member of the bargaining unit will be scheduled to work their full-time equivalency (FTE) times eighty (80) hours each biweekly pay period. In situations in which the University has previously determined that another schedule of forty (40) hours weekly is required by operational needs, that schedule will be grandfathered in. If subsequent situations arise necessitating other forty (40) hour weekly schedules, as required by operational needs, the University will meet and confer with the Union prior to the establishment of such schedules. The parties recognize that it is desirable that the days of work for all bargaining unit members be scheduled consecutively, Monday through Friday, to the extent possible. In the case of "part-time" bargaining unit members, listed in Appendix A, the schedule to which they were assigned prior to this Agreement will be their "normal" schedule. Any changes in "part-time" schedules will be subject to the above noted stipulations. With regard to intermittent bargaining unit members the University will continue to have the right to either schedule on a regular basis or on an as-needed basis. Full Time Equivalency (FTE) shall be based on two-thousand eighty (2080) hours per calendar year for full-time employee(s).

**10.3** Changes in bargaining unit members' normal work schedule will be posted in writing on a bulletin board in the department or work unit a minimum of ten (10) work days prior to the effective date of the change, except when earlier notification is mutually agreeable to the bargaining unit member and the University, and except when changes are necessitated by emergency. The parties agree where workload demands can be addressed without incurring overtime using bargaining unit employees and without violating the ten (10) work days' notice on change of schedules the University shall do so. The announcement will specify the duration of the schedule change. Only Executive Directors or above are authorized to declare that an emergency exists.

**10.4** When overtime is unavoidable, it will be paid in accordance with Section 12.2. In the event a daily overtime opportunity becomes available after the ten (10) work day notice period commences, the affected department shall utilize the procedure found in Section 12.2.

**10.5** The University may schedule bargaining unit members to work another shift when the University determines such action is necessary. In making such shift changes, the departmental seniority by classification of the bargaining unit members involved will govern. Nothing herein precludes a bargaining unit member from requesting a shift change within their department.

**10.6** Bargaining unit members who are late for work will be docked no more than the time of tardiness. If a bargaining unit member is occasionally tardy for work for a period of fifteen (15) minutes or less, the bargaining unit member may request to make up the work missed on the day of tardiness during their break, lunch break, or at the end of their shift. Such request 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 will be grounds for denying all such requests to an individual, and that non-occasional tardiness may be grounds for disciplinary action under the provisions of Article 7 ("Employee Discipline").

**10.7** The University recognizes that there are many departments in which regular operations make possible flexible work schedules. The University will permit department heads to develop with bargaining unit members' mutually acceptable schedules that vary somewhat from the standard schedules in the department. The parties agree further, however, that the University

retains the right to schedule bargaining unit members and to determine the method whereby bargaining unit members' arrival at and departure from work are recorded.

**10.8** No bargaining unit member will work continuously for more than sixteen (16) hours.

**10.9** Each member of the bargaining unit who is scheduled to work for more than five (5) hours a day is entitled to have a scheduled unpaid lunch period of thirty (30) minutes or one (1) hour approximately in the middle of their daily shift, except for those bargaining unit members who work continuous shifts, for example, Central Utility Plant. Bargaining unit members who receive a one (1) hour lunch period and who work in areas which must be staffed continually through the entire work period, may be assigned to "staggered" lunch periods in order to provide continued staffing in the department or work area; in these situations, the department head will consult the bargaining unit members involved prior to establishing lunch schedules.

**10.10 Breaks:**

- A) Each bargaining unit member shall be entitled to receive one (1) 15-minute break for each four (4) hour shift during the work day. The break shall be taken at

approximately the middle of each shift. Break periods shall never abut the lunch period.

- B) Bargaining unit members shall be entitled to receive a five-minute “wash-up” break before lunch time and before the end of the shift.

**10.11** Both parties agree that a bargaining unit member’s breaks and lunches should be away from their work station.

**10.12** When a bargaining unit member is on their break and is interrupted by their supervisor due to an unforeseen occurrence and recalled back to their work area/station, the employee will be entitled to complete their fifteen (15) minute break.

**10.13** When a bargaining unit member is on their unpaid lunch and is interrupted by their supervisor due to an unforeseen occurrence and/or recalled back to their work area/station, the employee shall be entitled to one and one-half (1.5) times their total rate of pay for the entire lunch period.

~~**10.14 Nepotism:** No employee shall be directly supervised by a member of their immediate family. "Immediate family" is defined for the purposes of this Section to include: spouse or significant other ("significant other" as used in this Agreement is defined to mean one who stands in place of a spouse and who resides with the employee), child, step-child, grandchild, parent, step-parent, grandparent, great-grandparent, brother, sister, step-sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or other person who stands in the place of a parent.~~

**10.14 Nepotism:** Nepotism is addressed in University Policy 3356-7-26 Nepotism and Potential Conflicts in Employment Situations.

## ARTICLE 11

### HOLIDAYS

**11.1 Holiday Pay:** The University holidays for members of the bargaining unit shall be the first day of January; (New Year’s Day), the third Monday in January; (Martin Luther King Day), the third Monday in February; (President’s Day), the last Monday in May; (Memorial Day), the nineteenth day of June (Juneteenth), the fourth day of July; (Fourth of July), the first Monday in September; (Labor Day), the second Monday in October; (Columbus Day), the eleventh day of November; (Veteran’s Day), the fourth Thursday in November; (Thanksgiving Day), the twenty-fifth day of December; (Christmas Day), and any day appointed and recommended by the governor of this state or the President of the United States.

~~1. New Year’s Day~~

~~6. Labor Day~~



- |                                      |                                |
|--------------------------------------|--------------------------------|
| 2. <del>Martin Luther King Day</del> | 7. <del>Columbus Day</del>     |
| 3. <del>President's Day</del>        | 8. <del>Veterans Day</del>     |
| 4. <del>Memorial Day</del>           | 9. <del>Thanksgiving Day</del> |
| 5. <del>Fourth of July</del>         | 10. <del>Christmas Day</del>   |

**11.1 Holiday Pay:** All full-time and permanent part-time bargaining unit members shall be compensated at their total daily rate of pay for the holidays specified herein. "Total daily rate of pay" is defined as a bargaining unit member's total hourly rate of pay times the number of hours they are normally scheduled to work on that day. To be eligible for holiday pay, a bargaining unit member must actually work or be approved to take paid 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: (a) actually works the holiday; (b) is on approved FMLA leave; (c) is using paid sick leave for a serious health condition that would otherwise be covered by the FMLA but the employee has exhausted all available FMLA leave or is ineligible to use FMLA leave, or (d) the employee uses sick leave to undergo or recover from a medical procedure. When a full-time or part-time bargaining unit member is required to work on a holiday as specified in Section 11.1, the following guidelines shall apply:

- A) A member of the bargaining unit who is required to work on a paid holiday shall be paid one and one-half (1.5) times their total hourly rate of pay for each hour worked in addition to their total holiday pay.
- B) A bargaining unit member who is scheduled to work on a paid holiday, but requests and is granted vacation, compensatory time off, or personal/sick leave conversion, will receive their total holiday pay and will not be charged with the leave. A bargaining unit member who is scheduled to work on a paid holiday, but reports off sick, will be required to request the use of sick leave for the time missed.
- C) The method used to determine which bargaining unit members work a holiday will be determined by classification seniority of the persons scheduled to work each shift that holiday.
- D) 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 for purposes of rotation of overtime opportunities.

**11.2** When a paid holiday falls on a day when a full-time bargaining unit member is not normally scheduled to work, the following guidelines shall apply:

- A) If a bargaining unit member has actually worked forty (40) hours during the week in which the holiday falls, they are entitled to one and one-half (1.5) times their total daily rate of pay. However, at the bargaining unit member's option, they may request these hours be added to their accumulated compensatory time balance instead of receiving pay.

- B) A paid holiday that is not worked by an employee shall be considered hours “actually worked” by an employee for purposes of overtime compensation eligibility for the workweek when the holiday occurs.

**11.3** The Board of Trustees of Youngstown State University may authorize the observance of days other than those specified in Section 11.1 above for those holidays normally observed on the third Monday in February and the second Monday in October.

**11.4** Should a holiday fall on a Saturday or a Sunday, the holiday will be observed on the preceding Friday or the following Monday, at the discretion of the University.

**11.5** Election Day shall be observed as a holiday as per the Ohio Revised Code which states:

*5.20 Portion of Election Day a holiday*

*The first Tuesday after the first Monday in November of each year, between the hours of twelve noon, Eastern Standard Time, and five-thirty p.m., Eastern Standard Time, is a legal holiday.*

Bargaining unit members are free to observe Election Day as a holiday as specified above, but may not be paid for hours during which they are absent.

**11.6** Since many important religious observances occur on days not designated as legal holidays under this article, the University, upon request, will grant a bargaining unit member any/all opportunities to observe a religious holiday provided that the time off is first charged to vacation, compensatory time, or personal/sick leave conversion if available, or leave without pay if paid leave is not available.

**11.7** The University must give great deference to a bargaining unit member’s request(s) for small amounts of vacation, compensatory time or personal/sick leave conversion in order to attend special worship services.

**11.8**—\_\_\_\_\_ The University will consult with the Union prior to adopting the calendar for each academic year, which specifies the actual dates on which holidays are to be observed. However, the parties recognize that the University bears responsibility and retains final authority in the development of the University calendar.

## ARTICLE 12

### OVERTIME

**12.1** Bargaining unit members who are not exempt from the overtime provisions of the Fair Labor Standards Act and who have worked for more than forty (40) hours during a given week, at

the direction of the University, shall be paid overtime based on applicable statutory provisions and rules of the Ohio Revised Code, or at the discretion of the bargaining unit member, shall be given compensatory time off at the rate of one-and-one-half (1.5) hours for each hour worked. Holidays shall be considered time actually worked for the purposes of calculating overtime eligibility. Compensatory time off must be taken at a time mutually convenient to the bargaining unit member and the University. Compensatory time not taken by December 31 will be paid off at the bargaining unit member's current rate of pay. A bargaining unit member may not exceed a two hundred forty (240) hour compensatory time balance. If a two hundred forty (240) hour balance exists, the bargaining unit member will automatically be given pay for any overtime worked. Upon termination of employment, an employee shall be paid for unused compensatory time at a rate equal to the final total rate received by the employee. The parties agree that the University retains the authority to determine which bargaining unit members are qualified to perform specific duties. The University agrees that it will not abuse this authority (such as those stated in Section 10.3) in order to deny an overtime opportunity to any bargaining unit member who is properly qualified to perform the work involved and consistent with specifications listed elsewhere.

## 12.2 Regular Overtime:

- A) Regular overtime occurs when the volume of work in a department or work unit justifies the assignment of a bargaining unit member for more than forty (40) hours in work status during a given week; overtime of this type does not involve emergencies, as defined in Section 12.3.A below; overtime of this type normally involves a bargaining unit member working beyond the regular end of their eight (8) hour daily shift. Regular overtime opportunities will be offered to bargaining unit members in the following order: first to full-time, then to permanent part-time and then to intermittent. The bargaining unit member has the right to accept or reject an overtime assignment of this type.
  
- B) The University shall rotate regular overtime opportunities among qualified full-time bargaining unit members within a College or Non-Academic Division department or work unit who regularly perform the work to be assigned on an overtime basis. ~~The University agrees to post and maintain overtime rosters, copies of which shall be sent to the President of the Union on a quarterly basis. Said rosters shall be posted at least monthly on bulletin boards visibly accessible to bargaining unit members in their departments and will include a list of overtime worked and refused.~~ Overtime rosters will be maintained for areas where overtime was offered. Upon written request by the Union President, overtime rosters for areas where overtime was offered will be provided. Overtime shall be offered to the bargaining unit members within the department or unit who, on the roster, have the fewest aggregate hours -- worked, refused and credited (12.2.D) -- among those whose job classifications include the work being assigned.

The first overtime opportunity in the new calendar year shall be offered to the bargaining unit member(s) in order of greatest to least College or Non-Academic

Division seniority within a department or work unit. A bargaining unit member who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused.

- C) Overtime rosters provided for in Section 12.2.B shall lapse on December 31 of each year and be re-established effective January 1 of the following year.

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, refused and credited (Section 12.2.B) -- the University shall have the opportunity to correct the error by granting the bargaining unit member involved the next normal opportunity for overtime within their overtime group. The time period for identifying and correcting overtime assignment errors shall be extended until June 30 of the year following the lapsing of an overtime roster. The University may pay for hours missed if it confirms repeated errors involving the same supervisor and/or bargaining unit member.

- D) Any bargaining unit member who is absent on leave without pay, when their regular opportunity for overtime occurs, shall be given overtime "absence credit" for purposes of overtime rotation as if they had received and accepted the overtime assignment, ~~and this absence credit shall be posted. Absence credit shall not be posted when the bargaining unit member is on paid leave.~~ The status of a bargaining unit member, new or transferred to a department, shall be to have the highest number of aggregate hours posted.
- E) Where overtime is necessary, the bargaining unit member who normally does that job shall be offered the overtime.

### 12.3 Emergency Overtime:

- A) Emergency overtime occurs when the University faces an emergency, declared by the President of the University or their designee, and it is necessary for bargaining unit members to respond immediately to the situation. Emergency overtime generally, but not always, requires that the bargaining unit member be "called in" to perform duties outside their normal eight (8) hour shift. The University will attempt to notify all qualified bargaining unit members to report for emergency overtime prior to notifying any permanent part-time or intermittent bargaining unit members. Situations involving emergency overtime include snow removal; floods; major failures of electrical, water, or mechanical systems; the absence of a bargaining unit member scheduled to work in an area such as the Central Utility Plant, when state law or regulations require the presence of that bargaining unit member or someone of comparable ability; and other situations where in the judgment of the President of the University or their designee emergency conditions require the presence of bargaining unit members on campus. A bargaining unit

member shall be required to work overtime when notified of the emergency and then assigned under the provisions of Section 12.3.A. Failure of a bargaining unit member to report for duty when called in to perform emergency overtime, or failure to remain on the job when instructed that the situation involves emergency overtime, shall be an unauthorized absence, and shall be subject to the provisions of Article 7 (“Employee Discipline”).

Any bargaining unit member who does not wish early notification of assignment to emergency may so notify their department head, and shall not be telephoned for call-in purposes until the decision is final that the bargaining unit member is to report for emergency overtime duty. Disciplinary action will not be taken under the provisions of this article for bargaining unit members failing to report in for emergency overtime until the Chief Human Resources Officer or their designee has met with the bargaining unit member to determine if they had a valid reason for failing to report on duty.

- B) If in the judgment of the President or their designee there are general situations which by definition would constitute an emergency as defined by Section 12.3.A (e.g., failure of an electrical system, predicted snowfall in excess of a certain accumulation, etc.), the President or their designee shall prepare a written directive specifying the situation(s) so designated and shall provide copies of the directive to the Union and to bargaining unit members in the department(s) or work unit(s) involved. The purpose of this provision is to seek to standardize, where possible, the designation of emergency situations. In any situation which has not been previously designated by a directive, only the President or their designee may declare an emergency situation for the purpose of Section 12.3.A of this Agreement.
- C) When a bargaining unit member is called in to work emergency overtime prior to their scheduled workday, the bargaining unit member shall have the opportunity to work the regularly scheduled eight (8) hours in addition to the work performed during the additional call-in period. If, conversely, the bargaining unit member wishes to quit work after having worked eight (8) hours from the beginning of the call-in period, and if the University can spare the bargaining unit member for the remainder of the day, the bargaining unit member shall have the right to quit work after having worked eight (8) hours.

**12.4 Call-Back Pay:** An employee who is called to report to work and reports outside their regularly-scheduled shift shall be paid a minimum of either: 1) five (5) hours at the employee’s total rate of pay or 2) for the actual hours worked at the overtime rate. In lieu of payment and at the discretion of the employee, compensatory may be granted. An employee shall be paid at the greater rate providing such time does not abut the employee’s regular shift. Work which is to be performed by the employee off premises shall not be subject to call back pay, however shall be paid at the applicable overtime rate for the time worked. Call-back pay at straight time is excluded from the overtime calculation.

**12.5 Consecutive Overtime:** If a bargaining unit member works more than ten (10) consecutive hours, they will be offered a thirty (30) minute paid meal break between the tenth and twelfth hour of work. Bargaining unit members called in two (2) or more hours before their normal starting time shall be offered a fifteen (15) minute paid rest break during their first four (4) hours of work. Food will be made available in one or more locations on campus. If a bargaining unit member's position does not permit them to leave their work station, and if they cannot be relieved for the meal break provided in this section, they shall have the opportunity to have food delivered to their work station.

## ARTICLE 13

### EVALUATIONS

**13.1** Bargaining unit members shall have their progress reviewed once during the first half of the probationary period and their performance rated or evaluated prior to the end of the probationary period, and once every year thereafter to evaluate the previous calendar year's performance. The deadline for completion of the evaluation process and form shall be no later than the first week of March of each year. Failure of Management to comply with this provision shall not have a negative impact on any bargaining unit member. If a bargaining unit member has experienced a change in supervision or has accepted a position that is non-probationary within one (1) month of the evaluation date, the evaluation will be converted to a calendar year and an on-line process with the evaluation form and job descriptions available in the system for the benefit of both supervisor and bargaining unit member. The parties may mutually agree to modify the above-mentioned timeline. The performance evaluation process is an on-line process with the evaluation form and job descriptions available in the system for the benefit of both supervisor and bargaining unit member. The form to be used for evaluations appears in Appendix D. The criteria to be used for evaluations are: 1) quality/quantity of work/productivity, 2) knowledge of job/learning and development, 3) communication, 4) cooperation/teamwork, 5) supervisory skills (used only when evaluating a supervisor), 6) goals/benchmarks, and 7) overall performance rating.

**13.2** An evaluator will complete an evaluation and will meet with the bargaining unit member during working hours (no later than one (1) hour prior to the end of the bargaining unit member's shift) to review and discuss the evaluation. The purpose of this meeting is to answer questions concerning the evaluation, to clarify it, and to provide such information as is available and relevant to the evaluation. The bargaining unit member shall have an opportunity to review all document(s) utilized in preparing the evaluation. Upon written request, a record of omission shall be included in each bargaining unit member's official personnel file and copied to the appropriate reporting channels when the process has not been completed when due.

**13.3** The bargaining unit member shall receive and acknowledge the evaluation electronically after all comments, remarks and changes have been noted. The bargaining unit member's acknowledgement certifies that they have reviewed the evaluation, but does not necessarily

indicate agreement with it. If an employee's evaluation is rated overall, "Below Minimum", a meeting may be required with the Chief Human Resources Officer or their designee.

**13.4** A bargaining unit member 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 9 ("Grievance Procedure"). If the adjustment of the grievance includes a determination that the evaluation was procedurally flawed or based upon improper information, the University will note such on the electronic copy of the evaluation and will not rely on it for any future personnel action. If a bargaining unit member disagrees with the judgment of the evaluator, the bargaining unit member may so note, with comments in the "Employee's Comments" section of the evaluation.

## ARTICLE 14

### VACANCIES, TRANSFERS, SEARCHES, AND PROMOTIONS

The following language on vacancies, transfers, searches, and promotions is the sole source of rights and obligations of the parties in these matters. The following language ~~is intended to supersede~~ all provisions applicable to public employees in the Ohio Revised and Administrative Codes including the rules of the Ohio Department of Administrative Services.

#### 14.1 Definitions:

- A) "Vacancy" is any budgeted permanent full-time or permanent part-time position within the bargaining unit that does not have an incumbent and which the University intends to fill under the terms of this Agreement.
- B) "Transfer" is the movement of an employee in the same classification to a vacancy within the University from one department or work unit to another.
- ~~C)~~ ~~E)~~—"Promotion" is the movement of an employee to a posted vacancy in a classification with a higher starting pay rate.
- D) "Demotion" is the movement of an employee to a vacancy in a lower classification. The pay rate assigned to a demotion is described in Article 3.3(B).

**14.2** The University reserves the total and explicit authority to determine when a vacant position exists; to determine whether the vacant position is to be continued, abolished, or transferred to another department or work unit within the University; and to determine the classification of any vacant position. The University will inform the Union President at least fifteen (15) calendar days before it implements one of the above decisions regarding bargaining unit positions. All vacancies that the University determines to fill, as defined in 14.1(A), will be posted in compliance with

Section 14.4 within sixty (60) days from the completed employment requisition(s). The parties may mutually agree in writing to waive and/or modify the posting procedure.

**14.3** The University shall provide bargaining unit members the first opportunity to be considered for a promotion and/or transfer in accordance with Section 14.6.

**14.4** The posting described in Section 14.2 will specify the period during which interested and qualified bargaining unit members may apply, which period shall be no less than ten (10) working days from the day of posting. All postings will include the date posted, the position's title, the department or work unit where the position is assigned, the ~~initial~~ hourly rate of pay, the minimum qualifications for the position, ~~the position requirements, and the date and~~ and if applicable, the application deadline ~~for applying for the position. The University shall not accept applications submitted after the posted deadline. Copies of all job postings shall be sent to the Union President via email.~~ All applicants must fully complete an online employment application in order to be considered for any position.

#### **14.5 Application Procedure:**

- A) **Transfers by Bargaining Unit Members:** Employees may apply for a transfer to any vacant position in the same classification elsewhere in the University by submitting ~~a written statement of interest to the Chief Human Resources Officer or their designee~~ an application during the period the position vacancy is posted. Additionally, the employee will notify the Chief Human Resources Officer that they have applied for the position and the employee will be granted an interview.
- B) **Application for Vacant Position:** Any individual who meets the posted minimum qualifications may apply for a position by submitting an online application during the period the position vacancy is posted.

**14.6 Selection:** In filling all permanent full-time or permanent part-time bargaining unit positions, the University will implement the following procedures:

- A) A search committee will be formed, comprised of one person selected by the hiring authority, one appointed by the Union President or their designee, and one appointed by Human Resources. All search committee members should be selected on the basis of their knowledge of the vacant position. All search committee members must be permanent University employees. Absent unusual circumstances, search committee members are to be appointed within ten (10) calendar days after the hiring authority, Union President and Chief Human Resources Officer are notified they are to make such appointments. If the Union President fails or is unable to appoint a bargaining unit member within ten (10) calendar days of notification, the Chief Human Resources Officer or their



designee will populate the search committee with an ACE bargaining unit member.

- B) Reasonable efforts shall be made not to appoint the same eligible bargaining unit member employee to successive Search Committees.
- C) The committee is responsible for screening the applicants and identifying through interviews the “most qualified” applicants to be referred to the hiring authority. The committee will use the ~~Classified Search Committee Assessment Form (Appendix E) available on the Human Resources website~~applicant tracking system to rank all applicants complete their review.
- D) ~~The Classified Search Committee Assessment Form must at least include measures for job related experience, education, and the qualifications of the specific job as posted.~~ If internal applicants are equally qualified, the seniority of the internal applicants will be determinative in making the final selection.
- E) The University may, at its discretion, re-post vacant positions if a sufficient number of qualified internal and external applications are not received. Additionally, if the search committee deems that there are insufficient qualified applicants, the search committee can recommend a failed search to the hiring manager.

#### 14.7 Eligibility:

- A) Bargaining unit members serving an initial probationary period or promotional probationary period may submit an application for a position; however, they may not be serving such probation period (initial or promotional) at the time the position is offered.
- B) The University reserves the right to post a vacancy internally or externally. For internal postings, a selection will be made from the pool of qualified internal candidates. For external postings, if there are qualified internal candidates, at a minimum, the internal candidates will be interviewed by the search committee along with the external candidates. The search committee shall review both internal and external candidates using the same “most qualified” criteria ~~(Appendix E)~~. In the review of qualified bargaining unit members applying for vacant bargaining unit positions, the search committee will consider the applicant’s education, related work experience, performance evaluations, length of University service in a position or positions related to the position for which they are applying. It is the responsibility of the employee who is applying for a position to maintain and provide updated application materials.

- C) The University and the Union mutually agree that employees will neither be encouraged to apply or not apply for a position ~~solely for the purpose of satisfying numerical requirements for interviews.~~
- ~~D) Once the candidate pool is ranked, bargaining unit members will be awarded a one percent (1%) adjustment for every full year of non-probationary service up to ten (10) years.~~
- ~~E) Upon request, the hiring manager will forward to Human Resources a written rationale in support of the selected candidate and the Assessment Form completed by the search committee chair.~~
- ~~F) Upon request, the Chief Human Resources Officer or their designee will review the selection rationale documents with the Union.~~
- G)D) Allegations of procedural impropriety should be immediately reported to Human Resources.

**14.8** In compliance with the University's Affirmative Action policy, job categories and departments will be reviewed. In classifications in which the University can demonstrate under-utilization of protected class members, the University may take remedial action to correct the under-utilization for both vacant positions and promotional/transfer opportunities. Such action may include placement of a Human Resources staff member as an advisor to review candidates, extending the posting period, submission of written justification if an apparently qualified under-utilized candidate is not recommended for hire, transfer or promotion, and Human Resources review and approval of a recommended or selected candidate. The provisions of Article 14 are intended to be in compliance with all applicable federal and state laws. ~~Utilization data must be referenced from the Affirmative Action Plan updated within the most recent twelve-month period. The Search Committee must be informed of such under-utilization prior to beginning a review of candidates.~~

**14.9** Each new employee shall serve a probationary period of one hundred eighty (180) days. Should the employee fail to successfully complete the probationary period, the University may, within one hundred eighty (180) days of awarding the position, repost or select from the remaining pool of applicants for the position from the original posting.

Each employee promoted outside of their department or classification series shall serve a promotional probationary period of one hundred twenty (120) days. Each employee promoted within their department and classification series shall serve a promotional probationary period of ninety (90) days.

Any bargaining unit member removed during the promotional probationary period will be relocated back into a position for which they are qualified at a rate no less than their previous position.

Any bargaining unit member promoted may voluntarily request to return to their former classification during the first fifteen (15) working days of their promotional probationary period.

The University may temporarily assign a non-bargaining unit member to a vacancy expected to be less than one hundred twenty (120) days in duration. The University may fill any vacancy in this manner no more than once.

#### 14.10 Involuntary Transfer:

- A) The parties agree that the University retains the right to transfer a bargaining unit member, either on a temporary or permanent basis, into a vacant position within the same classification in another college or non-academic division when it is deemed that such transfer is in the best interests of the University. The bargaining unit member will not suffer a loss in pay as a result of the transfer.
- B) The University will provide its rationale in writing to the Union and bargaining unit member determining that a transfer of a bargaining unit member, whether temporary or permanent, into a vacant position in another college or non-academic division is in the best interests of the University at least fourteen (14) days prior to the initiation of such an action.
- C) The parties agree that this section will not be utilized to circumvent the posting and hiring procedure.

### ARTICLE 15

#### LEAVES

15.1 **Definitions:** For purposes of Sections 15.2-15.9 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 when 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 (1) year of service who has worked at least 1,040 hours in the previous twelve (12) months.
- ~~C) **Non-probationary bargaining unit member:** a bargaining unit member not serving an initial/original probationary period.~~

- ~~D~~ C) **Immediate family:** spouse, children, daughters-in-law, sons-in-law, grandchildren, parents, parents-in-law, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, or legal guardian.
- ~~E~~ D) **Parent:** biological father or mother, adoptive parents, step parents, or foster parents, or person in loco parentis when employee was a child.
- ~~E~~ 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 healthcare provider.
- ~~F~~ 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.

**Sick Leave:**

**15.2** It is the expectation of the University and the Union that the utilization of sick leave benefits shall occur when an employee is sick to the extent that they are unable to perform their regular job duties. Sick leave shall not be used in place of other paid leaves. The sole purpose of sick leave is to provide income continuance to an employee for time lost due to illness or injury.

If a bargaining unit member is going to be absent for more than five (5) consecutive days for the above-mentioned reason(s), they shall be required to provide written verification for the use of leave for the sick leave to be approved. Sick leave is also authorized for an illness in the bargaining unit member's immediate family when the bargaining unit member's presence is reasonably necessary for the health and welfare of the affected family member. A physician's certification of the family member's illness shall be required if the bargaining unit member is absent for more than three (3) consecutive days. Such certification shall be submitted to Human Resources Benefits.

Whenever possible, the bargaining unit member will inform the department head in advance of scheduled appointments of the employee and immediate family members of the employee with a doctor, dentist or other medical provider when the employee's presence is reasonably necessary.

If an employee is afflicted or known to be exposed to a contagious disease, and the presence of that employee would jeopardize other employees as determined in writing by a physician, that employee shall take sick leave and other pertinent leave.

**15.3** Each member of the bargaining unit earns 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. Sick leave balances are available electronically for all University employees.

**15.4** Sick leave may be used for a period of time during which the bargaining unit member is scheduled to work for the University. Bargaining unit members will report all uses of sick leave on the bargaining unit member's bi-weekly time record. Use of sick leave may be denied if the proper procedures are not followed.

**15.5 Abuse of Sick Leave:** To the extent permitted by law, where the immediate supervisor reasonably believes an employee is abusing sick leave and notifies the bargaining unit member of such belief, the bargaining unit member may be required to furnish to the Human Resources Employee Benefits Unit a certificate from a licensed physician for any subsequent absences. Any action taken by the University regarding use of sick leave shall not be arbitrary, capricious or discriminatory in nature.

- A) Disciplinary action, including removal, may be taken by the University against any bargaining unit member who falsifies documents relating to the application for sick leave. Such action may also be taken against any bargaining unit member who attributes an absence to sick leave but willfully neglects to follow through on the application for such leave.
- B) The following types or patterns of absence ~~shall constitute~~ may be examples of 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.

**15.6** To the extent consistent with, or permitted by, federal or state law, a bargaining unit member who is on sick leave but not eligible for Family and Medical Leave Act (FMLA) shall be required to provide to the Human Resources Benefits Unit certification from the bargaining unit member's personal physician that they are able to perform the assigned duties of their position prior to their return to duty.

**15.7 Disability Separation:** To the extent consistent with, or permitted by, federal or state law, the University may require a bargaining unit member to undergo an examination, conducted by a medical provider or licensed psychologist designated and paid by the University, to determine whether or not the bargaining unit member is physically and/or mentally capable of performing the duties of their position. The Chief Human Resources Officer or their designee will meet with the bargaining unit member and provide detail as to the reason(s) for requiring a medical

examination for work fitness. If the opinion of the bargaining unit member's medical provider or licensed psychologist differs from that of the University's medical provider or licensed psychologist in this matter, and if the University notifies the bargaining unit member it will disability separate the employee, the matter may be appealed to the State Personnel Board of Review (Ohio Administrative Code 123:1-30). All documented travel and reasonably related miscellaneous expenses in excess of five dollars (\$5.00) will be submitted for reimbursement by the employee to the University. The University shall reimburse the employee within thirty (30) working days from submission.

**15.8 Transfer of Sick Leave:** 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 two hundred sixty (260) hours of accrued but unused sick leave upon certification of the sick leave balance by their former employer. For cases of rehired retirees, please refer to Section 29.3.

**15.9 Medical Opinions:** If required by the University to submit to a second and/or third medical opinion (see Section 15.1(G)), a bargaining unit member shall not be required to use sick leave to cover the time of their absence. All documented travel and reasonably related miscellaneous expenses in excess of five (\$5.00) dollars will be submitted for reimbursement by the employee to the University. The University shall reimburse the employee within thirty (30) working days from submission.

#### **Leave Without Pay:**

**15.10** With the approval of the Chief Human Resources Officer or their designee, a 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. Requests for Leave Without Pay will 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 Section 15.10. Upon return from any leave in Section 15.10, a bargaining unit member will be restored to the position held prior to the leave or to an equivalent position with equivalent pay, benefits and other employment terms.

- A) **Personal:** During the term of this Agreement, a bargaining unit member will be granted up to five (5) days of Leave Without Pay for personal reasons and may request additional time for any period up to six (6) months. If the request will have an adverse effect on scheduled projects or the efficient operation of departmental tasks, the request may be denied.
- B) **Educational:**

1. A bargaining unit member who wishes to pursue formal education, training, or specialized experience which is related to their position at the University may be granted Leave Without Pay for a period of up to two (2) years, when the University agrees that the proposed leave activities will benefit both parties. A bargaining unit member who wishes to pursue formal education or training that is not related to their position may be granted Leave Without Pay for a period of up to six (6) months. A bargaining unit member taking Educational Leave Without Pay may maintain their insurance coverage by paying the employee and employer portion of the group rate to the University.
2. As a prerequisite to approval of this type of leave, the bargaining unit member must submit a notarized statement saying that they will continue their employment at the University for at least eighteen (18) months following the completion of such leave. Should the bargaining unit member resign or be removed prior to the completion of the eighteen-month period, they will be responsible for repayment to the University for the full cost of any fee remission received at Youngstown State University during the period of the Education Leave. Leave recipients who fail to return to the University for the specific period following the completion of the leave will be permitted to arrange a schedule of repayment over a period not to exceed two (2) years.
3. A bargaining unit member may return to active pay status earlier than originally scheduled if the return is mutually acceptable to the University and the bargaining unit member. The University may cancel the leave and direct the bargaining unit member to return to active pay status if the leave is not being used for the intended purpose. The bargaining unit member shall receive written notification of such action.

C) **Employee Medical:** A bargaining unit member whose absence due to a serious health condition exceeds accrued sick leave and is not eligible to receive FMLA leave may take Employee Medical Leave Without Pay for up to twelve (12) weeks ~~less any accrued sick leave used, unless otherwise required by law~~. The University may require medical certification and/or a second or third opinion (see Section 15.1 (G)) to support this type of leave. 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 Employee Medical Leave Without Pay medical evidence from its physician and/or the bargaining unit member's physician that indicates 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 extension of Medical Leave Without Pay will be considered.

1. A bargaining unit member on this type of leave will receive all group insurance on the same basis as employees in active pay status, 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.
2. Accrued unused paid leaves shall be utilized by the employee prior to the use of any unpaid Employee Medical Leave.
3. A bargaining unit member on this type of leave, with the approval of the Chief Human Resources Officer or their designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

D) **Family Medical:** A bargaining unit member who has exhausted accrued sick leave and is not eligible to take FMLA leave may take Family Medical Leave Without Pay for up to twelve (12) weeks, ~~less any accrued sick leave used~~, to care for a child, spouse or parent who has a serious health condition. The University may require medical certification and/or a second or third opinion (see Section 15.1 (G)) to support this type of leave. Such certificate shall be submitted to the Chief Human Resources Officer or their designee. When a bargaining unit member uses Family Medical Leave Without Pay for a family member to receive inpatient or outpatient treatment by 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 Family 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.

1. A bargaining unit member on this type of leave will receive all group insurance on the same basis as employees in active pay status, 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.
2. Accrued unused paid leaves shall be utilized by the employee prior to the use of any unpaid Family Medical Leave.
3. A bargaining unit member on this type of leave, with the approval of the Chief Human Resources Officer or their designee, may take reduced or



intermittent leave to reduce the usual number of hours per day or work week.

- E) **Worker's Compensation:** A bargaining unit member who chooses to receive compensation 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 15.10(C). Bargaining unit members governed by this section will receive all group insurance on the same basis as employees in active pay status, 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.
- F) **Child Care Leave:** Child Care Leave begins on the date of the child's birth or date of adoption and shall not be used intermittently.
1. **Biological Mother:** Upon the birth of their child, a female bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.
  2. **Biological Father:** Upon the birth of their child, a male bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.
  3. **Adoptive Parents:** Upon the adoption of a child, a bargaining unit member may take Child Care Leave Without Pay for a period not to exceed six (6) months.
  4. **Foster Parents:** Upon the arrival of a foster child, an eligible bargaining unit member may take Child Care Leave Without Pay for a period not to exceed twelve (12) weeks.
  5. If applicable, Child Care Leave shall run concurrently with any FMLA leave.
  6. To the extent permitted by law, written application for Child Care Leave will be submitted to the Chief Human Resources Officer or their designee no later than thirty (30) days prior to the effective date for such leave and must specify the anticipated duration of the leave. In case of an application for Child Care Leave by an adoptive or foster parent, this thirty (30) day requirement will 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.

7. During the period of Child Care Leave, the bargaining unit member is deemed to be temporarily relieved of their duties.
8. While on Child Care Leave, the bargaining unit member will receive all group insurance benefits on the same basis as employees in active pay status 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.
9. **Vacation/Sick Leave Substitution:**
  - a) **Six (6) Month Leave: (Biological and Adoptive Parents):** Vacation may be used concurrently with all or a portion of the six-month Child Care Leave, but may not be used consecutively with the Child Care Leave. Sick leave may be used concurrently with all or a portion of the first twelve (12) weeks of the six (6) month Child Care Leave, but may not be used consecutively with the Child Care Leave.
  - b) **Twelve (12) Week Leave: (Foster Parents):** Vacation and/or sick leave may be used concurrently with all or a portion of the twelve (12) week Child Care Leave, but may not be used consecutively with the Child Care Leave.
10. An eligible bargaining unit member on Child Care Leave, with the approval of the appointing authority or designee, may take reduced or intermittent leave to reduce the usual number of hours per day or work week.

#### 15.11 Maternity/Parental Leave:

- A) **Maternity Leave for Childbirth: Maternity** leave is the authorized absence of a ~~female~~ bargaining unit member who is giving birth to receive treatment for pre-delivery medical issues, ~~and to care for and bond with the newborn.~~ (medical certification required) and to recover from childbirth. The University shall provide up to ~~six (6) weeks of~~ thirty (30) business days of paid maternity leave to ~~each bargaining unit member giving birth-mother.~~ each bargaining unit member giving birth. Maternity leave may be taken at any time during the pregnancy for the care and treatment of pre-delivery medical issues, during childbirth, and immediately afterwards. Application shall be made in writing to the department head and to the ~~Chief Human~~ Office of Human Resources ~~Officer~~ at least thirty (30) days prior to the effective date for such leave, or as soon as practicable if medically necessary, and such request shall state the anticipated duration of the leave. At the end of maternity leave, the ~~mother~~ bargaining unit member giving birth may take paid parental (up to fifteen (15) business days) or

unpaid parental leave ~~or unpaid maternity leave~~ permitted by law. Mothers Bargaining unit members giving birth must take paid maternity, ~~unpaid maternity~~ and paid parental leaves consecutively and concurrently with available FMLA leave or other maternity leave required by law.

- B) **Parental Leave for Adoptive Parents and Biological Father: Parental** leave is the authorized absence of a ~~birth mother~~, biological father, or adoptive parent to be used following the birth or adoption of a child and to care for and bond with the child. The University shall provide up to three (3) weeks of paid parental leave. If more time is needed, accumulated sick leave can be used. Paid parental leave and accumulated sick leave should be used concurrently with available FMLA leave. Should parental leave and accumulated sick leave be exhausted, available unpaid Family Medical Leave can be used for this purpose. Application shall be made in writing to the department head and to the Chief Office of Human Resources Officer at least thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. Employees may elect to receive two thousand dollars (\$2,000.00) in taxable income (i.e., subject to withholding) for adoption expenses in lieu of receiving the paid leave benefit provided under this section. Such payment may be requested upon placement of the child in the employee's home. If the child is already residing in the home, payment may be requested at the time the adoption is ~~approved~~finalized.
- C) Both Maternity and Parental leaves shall run concurrently with Child Care leave noted in Section 15.10.F.

### **Leave with Pay:**

**15.12 Training Leave:** A bargaining unit member who is directed by the University to engage in specified training and/or education as a condition of continued employment will be maintained in a regular pay status for the duration of such training. If required training exceeds a 40-hour work week, a bargaining unit member will be paid for all compensable hours beyond the 40-hour work week on an overtime basis according to the provisions of Article 12.

**15.13 Testing Leave:** Bargaining unit members shall be allowed necessary time off, with pay, to take tests that are required by the University to maintain their bargaining unit positions (e.g., certifications, licenses).

**15.14 Administrative Leave:** The University may place a bargaining unit member on administrative leave with pay. The University agrees that such action shall not be arbitrary or capricious. Compensation for administrative leave will be equal to the employee's total rate of pay. The length of such leave is solely at the discretion of the appointing authority, but shall not exceed the length of the situation for which the leave was granted.

**15.15 Legal Leave:** Bargaining unit members will be granted leave with pay to fulfill court or jury duty obligations when subpoenaed by the United States, the State of Ohio, or a political subdivision thereof including hearings held by Worker's Compensation and the State Personnel Board of Review. The subpoena or other written notification verifying the necessity of such leave will be presented to the bargaining unit member's immediate supervisor as soon as possible. The University has the right to adjust work schedules within a department to maintain operations when an employee is on legal leave. A bargaining unit member scheduled to work an afternoon or evening shift may request transfer to day shift during the period of legal leave. The University will grant such requests. A bargaining unit member who is excused from legal leave after having served less than three (3) hours will report to work for the balance of their shift. Any compensation received from a court or other judicial or quasi-judicial body may be kept by the employee. No bargaining unit member will be paid for court appearances related to their personal matters such as traffic violations, divorce proceedings, custody hearings, etc. These absences will be accounted for by the utilization of vacation time, compensatory time, personal days or leave without pay.

#### **Other Leaves:**

#### **15.16 Military Leave**

- A) 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 and extended~~ duty obligations and to obtain reinstatement after completing such service obligations consistent with applicable law.
- B) Employees will be permitted to continue the health benefit coverage during their leaves of absence that would have been in effect had they remained in active status, providing that any applicable employee premium contributions continue to be paid after six months of activation in accordance with Article 3 (Pay) and provided further 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.

**15.17 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. Sick leave accrual must be exhausted before taking an unpaid FMLA leave. The University shall administer FMLA leave in accordance with law.

#### **15.18 Emergency Sick Leave Reserve:**

- A) **Establishment:**
  - 1. Each bargaining unit employee who has completed their initial hire probationary period may donate a minimum of 16 hours, up to a maximum

of 40 hours, of their accumulated sick leave to the Emergency Sick Leave Reserve (ESLR) during the enrollment period. Donating bargaining unit members must have a minimum of eighty (80) hours of accrued leave from all sources only after their initial donation. Enrollment periods will be from ~~September~~October 1 through ~~September 30~~October 31 of each year. An employee who was not eligible during the enrollment period will have four (4) weeks in which to enroll after completing their probationary period. Participation shall be voluntary. The donated hours are not returnable.

2. For purposes of this policy, the year will run from September 1 through the following August 31.

**B) Operational Procedures:**

1. Use of hours from the ESLR will be limited to those individuals who have donated (and, when necessary as determined by the ESLR Committee, are continuing to donate) to the bank. The ESLR Committee will meet each year between ~~August~~September 15 and ~~August~~September 31-30 to establish the amount of donation for the forthcoming year. This amount may be less than sixteen hours and may be zero if the ESLR Committee determines that there is sufficient balance in the bank for that year. During the year, the ESLR Committee may declare an emergency and ask bank members to donate an additional amount to keep the bank solvent. Such additional amounts will not count toward the following year's donation. Unused days from one year will be advanced to the next.
2. Use of hours from the ESLR will be limited to medical conditions of a non-routine nature. Use of hours will not be considered in lieu of Child Care Leave, for instance, but could be granted in cases of the inability of the employee to return to work after completion of Child Care Leave due to medical complications after the birth of a child. Hours from the ESLR may be requested for the use of the bank member and/or due to illness/injury of the member's spouse or dependent children, or any other person in the bank member's immediate family, as defined by Section 15.1(D). A physician's statement must accompany the application in order to be considered. The application form and physician's statement are to be forwarded to the Chief Human Resources Officer or their designee. Upon receipt of all information, the ESLR Committee will make a decision within ten (10) working days. Any decision from the ESLR Committee is not grievable.
3. Use of hours from the ESLR will be considered only after the bank member has exhausted all of their accrued vacation time and sick leave.

4. In any two-year period, the maximum number of hours that an eligible member may borrow is the number of hours the employee is scheduled to work each pay period not to exceed three months.
5. In the event the ESLR is disbanded, unused hours will be returned to participating members on a pro-rated basis.

**C) Emergency Sick Leave Reserve Committee:**

1. The ESLR will be operated on a voluntary basis consistent with state law. A committee shall be formed to administer the ESLR and to provide the information whereby the Chief Human Resources Officer or their designee will keep the records. This committee shall be empowered to adopt rules and regulations and to make decisions required to administer the ESLR, consistent with the terms of the Agreement. This committee will be entitled the “Emergency Sick Leave Reserve Committee” (hereafter the ESLR Committee) and shall be composed of the Chief Human Resources Officer and three (3) members appointed annually as follows:
  - a) One member designated by the president of YSU-ACE
  - b) One member designated by the Chief Human Resources Officer
  - c) A bank member selected by the above members and the Chief Human Resources Officer
2. During ~~its August~~September’s meeting, the ESLR Committee will choose a chairperson from among its members. The Chairperson will be rotated annually.
3. Should a vacancy occur on the ESLR Committee, a replacement for the vacant position shall be appointed by the authority making the original appointment.
4. The ESLR Committee will be responsible for developing the forms, if any, needed to operate the ESLR.
5. The ESLR Committee shall, during August of each year, review and amend (if necessary) the bank’s rules and regulations. All members and potential members will be notified of any changes before the beginning of the new enrollment period.

**15.19 Bereavement Leave:** Four (4) consecutive scheduled work days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of the

employee's spouse, child, parent, legal guardian, sibling or in-laws (mother, father, sister, brother). Two (2) consecutive days of paid bereavement leave will be granted to a bargaining unit member at the total rate of pay upon the death of the employee's grandparent, spouse's grandparent. Should the Bereavement Leave about any regularly scheduled days off the paid bereavement leave period shall not be extended beyond the two or four day total. 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.

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.

Part-time and Intermittent bargaining unit members will receive bereavement leave with pay for the hours that they are normally scheduled to work pursuant to the limits in the article.

The University may grant additional use of sick, personal/sick conversion or vacation leave or leave without pay to extend the bereavement leave. The leave and the extension may be subject to verification.

**15.20 Emergency Service Leave:** A bargaining unit member who is an EMT-basic, EMT-I, first responder, paramedic, or volunteer firefighter will receive up to forty (40) hours of leave with pay each calendar year to use during those hours when the employee is absent from work in order to provide emergency medical service or fire-fighting service. In order to be eligible, a bargaining unit member will submit to their supervisor a written notification signed by the chief of the volunteer fire department, or medical director, with which the employee serves. Such paid leave shall be available during the term of this Agreement only to the three most senior eligible bargaining unit members, based upon the University's seniority list, employed on or before August 16, 2011. All other bargaining unit members may be granted such leave without pay or vacation leave not to exceed forty (40) hours each calendar year. The University will waive any notice requirements for using vacation leave for this purpose, provided operational necessity is not impaired.

- A) "Emergency medical service," "EMT-basic," "EMT-I," "first responder," and "paramedic" have the same meanings as in section 4765.01 of the Ohio Revised Code.
- B) "Volunteer firefighter" has the same meaning as in section 146.01 of the Ohio Revised Code.

**15.21 Transitional Work Programs:** The University ~~and the Union~~ may mutually develop transitional work programs designed to encourage a return to work by an employee receiving Workers' Compensation benefits. During the time an employee is in a transitional work program, the employee will be assigned duties which the employee is capable of performing based upon the recommendation of the employee's attending physician.

## 15.22 Emergency Leave:

- A) A bargaining unit member who is an essential employee may utilize paid Emergency Leave if able to document their inability to report (e.g. accident, etc.) in the event the University cancels classes ~~and employees who are deemed essential personnel are required to work in accordance with Section 12.3., closes the University, or invokes University policy 3356-7-16 Unscheduled leave policy.~~ (Use of such leave is limited to one (1) day per contract year.)
- B) In the event that a Level 3 emergency is declared by the governmental entity in which the employee resides, the employee will be granted the use of paid leave or excused leave without pay up to their regularly scheduled hours.

**15.23 Personal Leave:** Full time bargaining unit employees may convert up to four (4) days of accrued but unused sick leave per fiscal year for personal reasons not necessarily associated with an illness or injury to the employee or an immediate family member.

Part-time bargaining unit employees may convert up to 2 days of accrued by unused sick leave per fiscal year for reasons not necessarily associated with an illness or injury to the employee or immediate family member.

Employees shall provide seven (7) days' notice to the appropriate department head/supervisor for the use of personal/sick leave conversion days. In the event of a family emergency, unforeseen family obligations, or similar emergency situations, personal/sick leave conversion days may be requested and such requests shall not unreasonably be denied. Personal/sick leave conversion days shall not be scheduled for those days or weeks for which vacation time is not permitted. Bargaining unit employees may utilize personal leave in one-half (1/2) hour increments.

## ARTICLE 16

### LAYOFF AND RECALL

**16.1** Whenever it becomes necessary to lay off (reduce in force) bargaining unit employees, the University will follow the procedures found in RC 124.321 to 124.327 and the provisions of the Ohio Administrative Code (Chapter 123:1-41) that are applicable to state supported universities. The only exceptions are that the parties have agreed to allow for the possibility of a voluntary reduction in force in Section 16.4 and extended recall rights for bargaining unit employees laid off during the term of this Agreement in 16.8. The University will also follow the procedure found in OAC 123:1-41-09 to compute retention points. Bargaining unit employees may be laid off as a result of a reorganization for the efficient operation of the University, as a result of a lack of funds, or as a result of a lack of work.



**16.2** At least one (1) week prior to the University issuing layoff or displacement (bumping) notices the Union will be afforded the opportunity to meet with representatives of the University in order to discuss the layoff and displacement procedure and employee retention points.

**16.3 Individual Notification:** Each bargaining unit employee who may be laid off or displaced will be given fourteen (14) days advance written notification by the University. Such written notice must be hand delivered or emailed to the employee at the employee's University email address with a copy to the Union President. The date the letter is hand delivered or emailed shall be the first day of the fourteen (14) day period provided that the notification is hand delivered or emailed. If the aforementioned efforts are taken to notify the employee, such notice shall be considered complete regardless of whether the employee actually receives the notice.

**16.4 Voluntary Reduction in Force:** When the University determines to reduce the work force, other employees within the affected classifications may volunteer, in writing, to be reduced in force (laid off) without consideration of retention points. If granted by the University, the Office of Human Resources shall report to the Ohio Department of Job and Family Services that it has "laid off" the employee and shall not contest the employee's eligibility for unemployment compensation. Nothing in this section shall be construed to constitute a waiver of such employee's recall rights unless the employee voluntarily waives such recall rights in writing. The ability to volunteer to be reduced in force may be exercised during the fourteen (14) day notice period referenced in Section 16.3 above. The fourteen (14) day notice requirement of reduction in force shall be waived for employees granted voluntary reduction in force.

**16.5** Prior to any reduction in force of bargaining unit employees due to one or more reasons as described in Section 16.1, the University agrees to first stop scheduling temporary and intermittent non-bargaining unit employees and intermittent bargaining unit employees, in that order, who are in the affected classification(s). After the aforementioned action has been taken and if additional reductions are still required, the University will follow the order of layoff of employees as listed below until such a time whereas no further reductions are needed:

- A) Probationary Part-time Bargaining Unit Employees in the affected classification(s) who have not completed their probationary period or six (6) months of continuous service in the position, whichever is longer.
- B) Permanent Part-time Bargaining Unit Employees in the affected classification(s) who have completed their probationary period or six (6) months of continuous service in the position, whichever is longer.
- C) Probationary Full-time Bargaining Unit Employees in the affected classification(s) who have not completed their probationary period or six (6) months of continuous service in the position, whichever is longer.

- D) Permanent Full-time Bargaining Unit Employees in the affected classification(s) who have completed their probationary period or six (6) months of continuous service in the position, whichever is longer.

**16.6 Outplacement:** When an employee has been reduced in force, the University agrees to assist the employee by offering the employee career counseling, resume writing services and tuition remission (employee only), including instructional and general fees, for a period not to exceed eligibility for recall.

**16.7** The University agrees not to utilize non-bargaining unit member employees, contract workers, occasional service employees, intermittent employees or student employees in a manner that violates any provision of this agreement for the duration of the recall period.

**16.8 Recall Rights:** Employees who are laid off or displaced during the term of this collective bargaining agreement shall remain on the appropriate recall list for the classification from which they were laid off for two (2) years. Bargaining unit members who were laid off during the term of the 2017-2020 Agreement will retain their two (2) year recall.

**ARTICLE 17**

**VACATION**

**17.1** Each full-time and part-time member of the bargaining unit will earn annual vacation leave according to their number of years of service with the University. ~~However, any full-time or part-time bargaining unit member who had been earning vacation leave before August 16, 2011, 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.~~ Furthermore, total service for purposes of calculating vacation hereunder will also include active duty in the U.S. Armed Forces as well as 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 prior service.

Vacation accrual shall be credited as follows for full-time employees:

Length of University Service	Hours Earned per 80 Hour Pay Period	Annual Amount per 2080 hours
Less than 6 months	None	None
6 months but less than 7 years	3.1 hours	80 hours
7 years but less than 13 years	4.6 hours	120 hours
13 years but less than 22 years	6.2 hours	160 hours
22 years or more	7.7 hours	200 hours

Vacation will be earned on a prorated basis for part-time employees. ~~Any bargaining unit member who had been earning more vacation based upon the 2008-2011 vacation accrual schedule than they would earn under the current vacation accrual schedule will not experience a reduction in their vacation accrual rate. Instead the bargaining unit member will continue to accrue at the higher rate until such time as his length of service and hours earned per pay period come into alignment with the new vacation accrual schedule. For example, a full-time employee with five (5) or more years of service will continue to earn 4.6 hours per pay period until they complete thirteen (13) years of service, at which time they will begin earning 6.2 hours per pay period.~~

Newly hired members of the bargaining unit do not earn and may not take vacation during their first six months of service at YSU. On the six-month anniversary of employment, a full-time employee shall be credited with forty (40) hours of accrued vacation, and on the first anniversary of employment a full-time employee shall be credited with an additional forty (40) hours of accrued vacation, to be taken in accordance with the provisions of this article. Vacation is accrued each pay period per the schedule noted above. Prior YSU service will be recognized for placement on the accrual schedule. In no case will an employee be permitted to use vacation while on an initial/original probation. Members of the bargaining unit who are employed at the University with a record of one (1) year or more of prior YSU service that counts for vacation accrual immediately begin to earn vacation based upon length of prior YSU service; such vacation may be taken after the employee completes their initial/original probationary period, in accordance with the provisions of this article. An employee must be in active pay status at least 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 bargaining unit member's vacation leave balance, ~~except that members of the bargaining unit who had vacation balances above the current maximum before July 1, 2015, shall be permitted to draw down their vacation leave balance below the maximum level, provided that: (1) the member of the bargaining unit uses all of the vacation leave accrued during that particular year and each year thereafter; and (2) the bargaining unit member uses at least forty (40) hours of vacation time above the accrual during each year until the balance falls below the maximum level.~~ Thereafter, the bargaining unit member shall be subject to the rules and conditions under Section 17.9 of this Article for cash payout upon reaching the maximum amount allowed. Each member of the bargaining unit will receive a report of their vacation balance and maximum permitted amount of accrued vacation each pay period.

~~Excluding members of the bargaining unit who had vacation balances above the current maximum before July 1, 2015, if~~ if an employee's vacation leave credit has reached the maximum amount allowed or will reach the maximum amount allowed during the next pay period, and the employee has been denied the use of vacation leave, the employee will be paid for the amount of leave that was requested and denied. ~~Employees who have balances exceeding the pre July 1, 2015, maximum and are attempting to draw down their balances to the new maximum will be eligible to receive a cash payment if their supervisor denies the vacation leave if: (a) the employee submits a vacation plan in accordance with Section 17.2 and has that plan accepted by the supervisor; (b) the employee's supervisor directs that the approved vacation listed in the plan be cancelled; and (c)~~

~~the cancellation is approved by the Chief Human Resources Officer or their designee.~~ Employees are entitled to payment not to exceed the amount of vacation denied during a specific pay period. In order for payment to occur, employees must request such payment and the denial of vacation must have occurred during the preceding twelve (12) months. Any vacation leave for which an employee receives payment shall be deducted from the employee's vacation leave balance.

If a vacation request is denied, the University agrees to make every effort to grant the employee's vacation request(s) during the fiscal year in which the request was initially denied.

**17.2** The department head may establish a system whereby the bargaining unit member(s) in the department shall have the opportunity each year to indicate the times they wish to be on vacation. Absent unusual circumstances, a department will not change its system later than October 15 of any year for vacation scheduling in the following calendar year. The department head shall specify in writing those times in the year, if any, when the schedule of activities restricts the number of staff who can be absent on vacation. Similarly, the department head may specify times of the year when it is desirable from an operational viewpoint for staff to take vacation. The system shall provide that the bargaining unit member with the greatest University seniority shall have first choice of vacation time, the bargaining unit member with the second greatest seniority shall have second choice, etc. The deadline for vacation sign-up shall be November 15 for vacations to be scheduled the next calendar year. The University will make a good faith effort to grant vacation requests for bargaining unit members who do not sign up prior to November 15 or who subsequently desire to change their scheduled vacation.

**17.3** Once a departmental vacation schedule has been developed for the office, it shall be posted in the department.

**17.4** If a sign-up system is not in place, vacation requests may be granted on a first come, first served basis. In the event two (2) or more bargaining unit members submit their requests simultaneously, the bargaining unit member with the highest University seniority will be granted the vacation.

**17.5** Bargaining unit members 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 make a good faith effort to approve the request. In no circumstance will a response for vacation request be denied after five (5) working days of receipt of such request by the employee's supervisor. If the response is not given within five (5) working days, such vacation request shall be granted. 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, up to four (4) days of vacation may be converted to bereavement leave in accordance with Section 15.19, provided the University may require documentation of the death in the family and the bargaining unit member's attendance at the funeral.

**17.6** If an employee receives written approval for vacation and the approval is subsequently recalled, the employee will be reimbursed, upon submission of appropriate evidence, for any non-refundable costs incurred as a result of canceling an approved vacation leave or being called to work from their vacation.

**17.7** The parties agree that the University retains the right to reschedule vacation in the event of serious and unanticipated problems. Before a vacation is rescheduled, the Principal Administrative Officer (President, Executive Vice President, Provost) will meet with the bargaining unit member to discuss the matter, and will make an effort to make alternate arrangements to permit the bargaining unit member to take the vacation as scheduled.

~~**17.8** A bargaining unit member going on vacation may be paid for the vacation period in advance of the regular payday on which they would normally be paid for the vacation period, providing the bargaining unit member 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 available to a bargaining unit member 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 bargaining unit member at the Payroll Office at the end of the bargaining unit member's last working day prior to going on vacation. The advance vacation pay will be deducted from subsequent paycheck(s) on which the bargaining unit member would have received pay for the vacation period if the bargaining unit member had not chosen advance vacation pay.~~

~~**17.9**~~**17.8** Upon separation of employment, payment for accrued but unused vacation leave shall be made at the member's rate of pay at the time of separation, subject to the accrual and maximum accumulation limits stated in this article and up to a maximum accumulation of two (2) years ~~unless the bargaining unit member is drawing down any excess vacation accumulation in accordance with Section 17.1 of this Article~~ and provided the member had at least one (1) year of continuous service with the University.

~~**17.10**~~**9** In the event of a bargaining unit member's death, any earned but unused vacation for which the member was eligible to be compensated up to a maximum accumulation of two (2) years, ~~unless the bargaining unit member is drawing down any excess vacation accumulation in accordance with Section 17.1 of this Article~~, will be paid at the rate of pay at the time of death to the next of kin or the estate of the deceased member.

~~**17.11** Annually, in the month of September, the Chief Human Resources Officer shall allow bargaining unit employees to carry forward the balance up to the limits specified in Section 17.1 with respect to the unused balance of vacation credit.~~

## ARTICLE 18

### HEALTH AND SAFETY

**18.1** The parties agree that it is the goal of the University and the Union 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. The University shall make available to the Union a copy of all final reports relating to health or safety reviews conducted by state or federal agencies. 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 Section 15.12 of this Agreement. It is further recognized that any violation of University safety policies by bargaining unit members may result in disciplinary action by the University.

**18.2** In order to assure the Union an opportunity to provide input on matters related to safety, the President of the Union shall designate three (3) bargaining unit members to serve on the University Safety Committee each year.

The charge of the Committee is advisory. The Committee is to review safety incidents that occur on campus, report to and consult with the Director of Environmental and Occupational Health and Safety regarding hazards, recommend the abatement of hazards and recommend education programs.

Members of the Safety Committee shall be allowed paid time off from their regular work while attending Committee meetings.

**18.3** If a bargaining unit member feels that they have been assigned to work under unsafe or unhealthful conditions, 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.

**18.4** 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.

**18.5** 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.

**18.6** The University retains the right to regulate smoking in all University facilities in order to promote the parties' goal of a safe and healthful workplace. Issues relating to smoking will be subject to the University's policy 3356-4-01 Smoke and tobacco free environment.

## ARTICLE 19

### NON-DISCRIMINATION

**19.1** Both the University and the Union recognize their respective responsibilities for non-discrimination under federal and state constitutions, codes, and statutes. Therefore, both parties hereby reaffirm their legal and moral commitments not to discriminate unlawfully in any manner because of race, color, religion, national origin, gender, age, marital status, sexual orientation, disability, employee organization, veteran status or political organization- in accordance with University policy 3356-2-03 Discrimination/Harassment. The University and the Union agree to cooperate in efforts to comply with the Americans with Disabilities Act of 1990 (ADA), as amended.

**19.2** The University and the Union agree that there will be no discrimination in any form, including interference, restraint, intimidation or coercion related to the free exercise of the following rights of a University employee, nor will reassignments be made solely for, the following purposes:

- A) To be a member of a union or employee organization;
- B) To not be a member of a union or employee organization;
- C) To provide support to a union or employee organization;
- D) To not provide support to a union or employee organization.

**19.3 Prohibition Against Unlawful Harassment:** The University and the Union mutually recognize the deleterious effect that sexual harassment or other unlawful harassment has on the University's educational and professional environment. The University and the Union are committed to maintaining a University environment free of unlawful sexual harassment or unlawful harassment based on race, color, religion, sex, age, sexual orientation, national origin, disability, veteran status or political organization in accordance with University policy 3356-2-03 Discrimination/Harassment.

**19.4** 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 and the Equal Employment Opportunity Commission. The parties further agree that any individual who believes that they have been unlawfully discriminated against, in violation of the provisions of this article, shall proceed to file a complaint with ~~the Director, Equal Opportunity and, Policy Development & Title IX, or with other appropriate agency(ies), and that such complaints can be processed under the provisions of Article 9 (“Grievance Procedure”) of this Agreement, but such complaints cannot be arbitrated~~ are not grievable.

**19.5** Employees with questions, concerns, or complaints regarding discrimination should contact the University Office of Equal Opportunity ~~and, Policy Development and &~~ Title IX at <https://ysu.edu/equal-opportunity-and-policy-development/equal-opportunity-and-policy-development-title-ix>. Other resources include the State Employee Relations Board ([serb.ohio.gov](http://serb.ohio.gov)) the Ohio Civil Rights Commission ([crc.ohio.gov](http://crc.ohio.gov)); and the Equal Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)).

## ARTICLE 20

### CLASSIFICATIONS AND POSITION AUDITS

#### 20.1 Definitions:

A Position Description is a statement of job duties assigned to a classified employee. A position description is prepared and approved by Human Resources, in consultation with the department head and/or supervisor of the employee. Position descriptions are prepared to specifically reference the job duties assigned to classified employees in the department for which they are employed.

A Position Classification is the title assigned to a position based on the duties described in the position description. Human Resources makes this determination using the University’s Classification Specification plan. The determination of a position’s classification assignment is based on the job duties of a position, not the qualifications of an employee, nor the volume of work performed by an employee.

**20.2 ~~Classification~~Exclusion/Inclusion Disputes:** If at any time a dispute exists over the determination that positions are to be excluded from the bargaining unit, either party may petition the State Employment Relations Board (SERB) for a final binding determination. This provision shall be in compliance with Sections 2.2 and 2.3.

The University will notify the Union when it plans to declare a bargaining unit position as “Supervisory.” The Union, or its representative, shall inform the University of its position in



writing within thirty (30) days of receipt of such notification. In the event the Union fails to respond within thirty (30) days, the University's proposal will be deemed accepted.

When a dispute occurs over the designation of a position as "Supervisory," the matter shall be discussed between the Chief Human Resources Officer or their designee and the Union President. If such discussion does not resolve the matter, either party may submit the issue to SERB for resolution, with the position held in a non-supervisory status pending the determination by SERB.

**20.3 Position Audit:** A member of the bargaining unit may request an audit of the classification of their position by submitting a ~~formal Audit Request Form and a~~ completed Position Audit Questionnaire packet provided by the University. Both forms shall require the signature of the bargaining unit member. Absent unusual circumstances, the Chief Human Resources Officer or their designee will inform the bargaining unit member, in writing, of the results of the audit within 110 calendar days after receipt of the request and completed questionnaire if an on-site audit is not required, or within 130 calendar days after receipt of the request and completed questionnaire if an on-site audit is required. If unusual circumstances arise which prevent the completion of a position audit within these time limits, the University will provide the bargaining unit member and the Union President with a written explanation of the circumstances prior to the above deadline, and the deadline for completion of the audit will be extended to 145 calendar days after receipt of the bargaining unit member's completed request and completed questionnaire for audit. In the event the position audit determines that the bargaining unit member's position is to be reclassified, the effective date of the reclassification shall be no later than the beginning of the pay period immediately following the receipt of the ~~Audit Request Form and~~ completed questionnairePosition Audit packet (see Article 3.3 A) for rate of reclassification).

Requests for position audits may not be submitted more than once a year, unless the employee provides, at the time of request, documentation showing that duties of the position have been substantially changed since the date of the completion of the previous audit. The "one-year period" will be defined as twelve (12) months from the date of the original request for the most recent position audit. New bargaining unit members may not request a position audit during their first twelve (12) months of employment (measured from the date of hire).

**20.4** If the results of a position audit determine that a portion of the bargaining unit member's duties do not fall within the bargaining unit member's position classification, the University shall correct the situation, either by reclassifying the bargaining unit member or by ceasing to assign the bargaining unit member that portion of their duties which do not properly fall within the bargaining unit member's position classification. If the University ceases to assign the bargaining unit member that portion of their duties which do not properly fall within the position classification, the University will notify the bargaining unit member and their immediate supervisor of the decision in writing identifying those duties which are to be removed. The University will compensate the employee for performing the duties which are deemed to be out of their classification from the beginning of the pay period immediately following the receipt of the ~~Audit Request Form and~~ completed questionnairePosition Audit packet to the time the employee is

notified that they should no longer perform the duties which are deemed to be out of their classification.

**20.5** When the University proposes the reclassification of a bargaining unit position to a new classified or unclassified position the Union President or their designee and the affected bargaining unit member will be notified in writing, setting forth the proposed new classification, pay range, and bargaining unit status as assessed by Human Resources. If disputed, the Union President or their designee will respond in writing to the Chief Human Resources Officer.

**20.6** The University will develop and make available to each bargaining unit member a position description which includes the duties and responsibilities of the position. All position descriptions will contain the following: 1) the position classification; 2) the position classification/job title of the immediate supervisor; 3) regular work schedule (days/hours); 4) a list of the job duties and responsibilities; 5) date issued (month/day/year). The University has the right to revise a position description and to assign other duties which reasonably relate to the established job duties and responsibilities described therein or to the position classification. The University will provide the bargaining unit member a copy of their job description within seven (7) days after any revisions are made to it.

**20.7** The University will make a good faith effort to review all bargaining unit positions every five (5) years for correct classification, consulting the bargaining unit member as part of the process.

**20.8 Working Out of Classification:**

- A) In the instance where a bargaining unit member is temporarily assigned to a higher classification, they will receive a pay rate adjustment if they work in the higher classification for a continuous period of two (2) weeks or more. The pay adjustment will increase the employee's hourly rate of pay by ten percent (10%) or to the starting rate of pay for the higher classification, whichever is greater. The parties agree employees shall normally not be "temporarily assigned" for more than one hundred twenty (120) days in any twelve (12) month period, unless the parties mutually agree to a longer assignment. However, in a situation where a bargaining unit member is "temporarily assigned" to a higher classification due to illness, injury or some other approved leave of absence of another bargaining unit employee, the temporary assignment will last for the duration of the approved leave of absence.
  
- B) It is understood by the parties that if an assignment involves the bargaining unit member being assigned job duties that have a lower pay rate than their regular job classification, the bargaining unit member will be paid wages they earn in their regular job classification.

- C) In the instance where the bargaining unit member is assigned job duties, in accordance with Section 20.8 (A), on a continuous or permanent basis, and these job duties are of a higher classification, the University and the Union may mutually agree to permanently reclassify the bargaining unit member to the higher classification. Pay rates for reclassifications are addressed in Article 3.3 (A).
- D) When a bargaining unit member is assigned a higher classification, in accordance with 20.8 (A) or 20.8 (B), the University shall provide the directive/assignment to the bargaining unit member in writing before the work commences.
- E) Allegations of procedural impropriety should be immediately reported to Human Resources.

**20.9** The parties agree that position classifications will be assigned and reviewed and the classification plan maintained by the Chief Human Resources Officer who is authorized to modify, rescind and amend the Classification Plan, as appropriate and necessary in accordance with Board Resolution YR 2018-65 and any applicable provisions of ORC and OAC 124, ~~including any applicable rules of the Department of Administrative Services~~. Any bargaining unit member whose position is reviewed and/or reclassified retains the right to appeal the classification decision to the State Personnel Board of Review. The University will advise each bargaining unit member of their right to seek such review as part of the notification of the classification decision. (See Section 15.15, Legal Leave.) Questions concerning position classification are not subject to the grievance procedure established in Article 9 (“Grievance Procedure”).

## ARTICLE 21

### RETIREMENT/RESIGNATION

**21.1** There shall be no mandatory retirement age for members of the bargaining unit.

**21.2 Retirement Benefits:** Bargaining unit members who retire with ten (10) or more years of University service are eligible for the benefits as are referenced in University policy 3356-7-17 Retiree privileges and emeritus status.

~~**21.3**~~**21.2** A bargaining unit member who retires will be entitled to a Bookstore discount 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 shall be eligible to purchase a parking permit annually for the annual parking fee established by the University.~~

~~21.3 Retirees, their spouses, and children (as defined in Section 27.3) to the end of the academic year in which they reach age twenty five (25), shall be eligible for remission of all instructional fees (See Article 27).~~

**21.4** 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.

**21.5** Upon the death of a retired bargaining unit member, their spouse who remains unmarried and children (as defined in Section 27.3) to the end of the academic year in which they reach age twenty-five (25) shall remain entitled to the benefits specified in Sections 21.2 and 21.3. However, a step-child of a retired bargaining unit member that dies is only eligible for the benefits specified in Section 21.3 as long as the surviving spouse of the deceased retiree remains unmarried.

**21.6 Sick Leave Conversion:** A bargaining unit member who separates and retires from the Ohio Public Employees Retirement System (OPERS) with ten (10) or more years of University service is entitled to convert to cash payment part of their accrued but unused sick leave. Payment is based upon the bargaining unit member's hourly rate of pay immediately prior to retirement.

An employee retiring under an alternative retirement plan (ARP) must meet the same criteria as an employee retiring under OPERS.

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 a bargaining unit member's record upon sick leave conversion. Such payment shall be made only once to an individual. Sick leave conversion does not apply to any separation or termination other than retirement. "Retirement" as used in this section refers to retirement under the provisions of one of the Ohio public retirement systems at the time of separation and requested sick leave conversion.

**21.7 Resignation:** Bargaining unit members who resign shall submit a signed notice of resignation to the Chief Human Resources Officer or their designee at least two (2) weeks prior to the effective date of resignation. Once submitted, a notice of resignation cannot be revoked without the consent of the University. Bargaining unit members shall make a reasonable effort to provide the University an earlier notice of intent to resign whenever possible.

## ARTICLE 22

### INSURANCE BENEFITS

## 22.1 Summary of Coverage:

- A) **Eligibility:** All group insurance benefits provided in this Agreement and described in the health, dental, and life insurance booklets 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 and permanent part-time bargaining unit members holding a position with a full-time equivalency (FTE) of not less than .50. 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 ~~GD~~ 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 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/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 Resource Benefit Manager immediately (and not later than thirty (30) 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.
- 3. 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 University's Human Resource Benefit Manager, 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.
- 4. If a bargaining unit member submits false material information or fails to timely advise the Human Resources Benefits Manager of a change in the eligibility of the employee's spouse for Employer Coverage within thirty (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 (30) 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.

5. The details of the working spouse limitations and coordination of benefits requirements are available on the Human Resources Office website.
6. 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 coverage, or to select individual coverage and for each to pay the single salary share of the premium.
7. If one spouse works for YSU and the other does not, their dependent children may 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.
8. An employee may opt out of health insurance benefits (medical, prescription drug, dental and/or vision coverage).

**D) Coverage Levels, Additional Plans, and Additional Coverage Features:**

The University will offer a plan with equal to or greater coverage as the Preferred Provider Organization Plan as detailed in Appendix GD. The University ~~shall~~may implement any other changes recommended by the Health Care Advisory Committee and approved in accordance with Section 22.5. Such changes subject to the recommendation of the Health Care Advisory Committee shall include, but not be limited to, adding or removing additional health care plans or altering any benefits associated with them, such as the terms of a University-administered Health Savings Account (HSA).

- 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.

**22.1a 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 ~~G-D~~ or such lesser percentage that the University charges to any other employees, for medical, dental, vision and prescription drug benefits:

~~Effective August 16, 2020, and continuing through June 30, 2022, employees will contribute via payroll deduction 15% of the cost of Employee Only, Employee plus One dependent, and Family (Employee plus two or more dependents) of the full premium for fully insured components, or for self-insured components, the established fully insured equivalent rate or such calculation as detailed in the Appendix G (90/10 plan). Effective July 1, 2022, and thereafter~~Continuing through June 30, 2024, employees will contribute via payroll deduction 18% of the cost of Employee Only, Employee plus One dependent, and Family (Employee plus two or more dependents) of the full premium for fully insured components, or for self-insured components, the established fully insured equivalent rate or such calculation as detailed in the Appendix D. Effective July 1, 2024 and continuing through June 30, 2025, employees will contribute via payroll deduction 19% of the cost of Employee Only, Employee plus One Dependent, and Family (Employee plus two or more dependents) of the full premium for fully insured components, or for self-insured components, the established full insured equivalent rate or such calculation as detailed in Appendix D. Effective July 1, 2025, and thereafter, employees will contribute via payroll deduction 20% of the cost of Employee Only, Employee plus One dependent, and Family (Employee plus two or more dependents) of the full premium for fully insured components, or for self-insured components, the established fully insured equivalent rate or such calculation as detailed in Appendix ~~G (85/15 plan)-D~~.

Payments shall be deducted in equal amounts from each eligible bargaining unit member's bi-weekly paychecks.

**22.2 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.



**22.3 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.

**22.4 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.

**22.5 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.

**22.6 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 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.

**22.7 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.

**22.8 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.

**22.9 \_\_\_\_\_ COBRA Rights:** If a bargaining unit employee separates their employment or is separated 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.

**22.10 -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.

**22.11—** 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 23

### UNION FINANCIAL SECURITY

**23.1** The University will provide payroll deduction of initiation fees, membership dues, and assessments of members of the Union who belong to the bargaining unit and submit a completed "OEA/NEA Membership Enrollment Form" to the University. The Authorization for Payroll Deduction form appears as Appendix F to this Agreement. Dues shall be deducted from each paycheck.

**23.2 Membership Dues:** The amount of dues deducted shall be uniform for all members of each category in the bargaining unit, that is, all full-time bargaining unit members shall pay a uniform amount, all permanent part-time bargaining unit members shall pay a uniform amount (which may be less than the amount paid by the full-time bargaining unit members), and all intermittent bargaining unit members shall pay a uniform amount. The Union may uniformly increase or reduce the amount to be withheld by notifying the University a minimum of thirty (30) days prior to the pay date on which the change is to be implemented; the Union may make one (1) such change each calendar year of this Agreement. In the event the Union and/or its affiliates believe that membership in the Union and/or its affiliates obligates a member or members of the bargaining unit to pay dues in addition to the dues established by this article, collection of such dues shall be the sole responsibility of the Union and/or its affiliates, and the University shall have no obligation to the Union for collection of such additional dues.

**23.3** A member of the bargaining unit who has authorized payroll deduction of dues may revoke the authorization by submitting a "Payroll Deduction Authorization" form advising the University of the revocation, a minimum of thirty (30) days prior to the effective date. The University will advise the Union of revocation of dues deduction when the request is received.

**23.4 Fair Share Fee:**

- A) This section is null and void as a matter of law based on the Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 138 S. Ct. 2448 (2018) and will not be implemented. The parties agree if the law shall be changed to permit the levy of fair share fees, the following language be implemented: “Members of the bargaining unit are required, as a condition of employment, either to be members of the Union and its affiliates, or to pay a fair share fee not to exceed the Union membership dues. The Union shall notify the University annually as to the amount of the fair share fee. The University shall deduct the amount of fair share fee over the period of January through August in equal amounts from each paycheck.”
- B) Consistent with the current state of the law, bargaining unit members are no longer required to pay fair share fees. To the extent they want to pay fair share fees, bargaining unit members may voluntarily sign the appropriate paperwork which will be transmitted to the University by the Union.

**23.5** Individuals who are appointed to a position in the bargaining unit after the first pay period in September shall be required to pay full membership dues. The University shall arrange for payment of dues in equal installments through payroll deduction to secure full payment by the bargaining unit member by August 31.

**23.6** Individuals who retire or terminate employment prior to August 31 of any year shall be required to submit the remainder of the annual dues to the union in the last paycheck received as a final union deduction.

**23.7** If a member becomes excluded through the process cited in Article 2 of this Agreement, the employee shall be assessed the remainder of the full year’s Union dues in the last paycheck prior to the effective date of the exclusion.

**23.8** The University will promptly forward the dues to the officer designated in writing by the Union. The University will levy no charge upon the Union for administering the payroll deduction.

**23.9 Indemnification Agreement:** The Union agrees that it shall indemnify and hold harmless the University, its officers, trustees, bargaining unit members or agents, against all claims, demands, causes of action, awards, costs, expenses, attorney fees and any and all other damages arising or resulting from, by reason of, or touching upon the University's agreement to the provisions of Article 23 and the University’s actions and conduct with respect to those provisions. The University agrees that its counsel shall give full and complete cooperation to the Union and its counsel at all levels of any legal proceeding relating to Article 23.

## ARTICLE 24

### NO STRIKE/NO LOCKOUT

In accordance with the provisions of ORC 4117, the Union, on behalf of its officers, agents, and members agree that so long as this Agreement, or any written extension hereof, is in effect, there shall be no strikes, or unlawful interference with the operation of the University. The University agrees that there shall be no lockout during the term of the Agreement or any written extension hereof. The provisions of this section shall be in full effect in the event a strike is called involving any other bargaining unit on the YSU campus during the term of this Agreement.

## **ARTICLE 25**

### **SUBCONTRACTING**

**25.1** 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 4.

**25.2** 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.

**25.3** 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 ten (10) 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 five (5) working days of the Union's request, unless otherwise agreed by the parties. Within ten (10) 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.

**25.4** 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.

**25.5** 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 9.

**25.6** The University may utilize the procedures contained in Sections 25.2-25.5 for a maximum of twenty-five (25) positions for the life of this Agreement that will result in employee layoffs.

**25.7** 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.

**25.8** 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 26**

### **SEPARABILITY**

**26.1** The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions of competent jurisdiction and regulations properly enacted thereunder. In the event any provision of this Agreement is affirmatively determined by appropriate authority to be contrary to any such statute or regulation, such provision alone shall become thenceforth invalid and of no effect, consistent with such determination, but the remainder of this Agreement shall not thereby be deemed illegal or unenforceable. The parties agree to meet within one (1) week to discuss any decision which renders any portion of this Agreement null and void and may revise those provisions rendered invalid. In the event the parties are in disagreement on the application and effect of such court decision on the Agreement, either party may institute prompt legal action seeking a judicial determination of decisional effect.

**26.2** The parties further agree that they shall cooperate fully with each other in seeking an expeditious resolution of any such decision through litigation, in the event that either party or both parties disagree with the decision. The parties agree that, should a court decision overturn any decision that a portion of the Agreement is illegal, the parties shall accept the ruling of the court of law. However, each party shall reserve the right to file an appeal to a higher court and may seek to have the ruling set aside until the issue under appeal is decided.

**26.3** 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 the enabling legislation. Similarly, any provision of this Agreement which may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislation changes occur during the life of this Agreement which make it illegal or impossible to fund any provision of this Agreement, the obligation of the Administration hereunder to that extent shall be suspended.

**26.4** In the event a state or federal law affecting this Agreement is enacted or becomes effective during the term of this Agreement, the parties agree to meet promptly and determine those areas of this Agreement which must be revised to bring this Agreement into compliance with the law; this revision shall be limited to those areas in which a revision is mandated by law, and there shall

be no obligation on the part of either party to reopen or renegotiate areas in which revisions might be permissible but are not mandatory under such law.

## ARTICLE 27

### MISCELLANEOUS

**27.1 Travel Reimbursement:** Bargaining unit members performing assigned and authorized University duties off campus shall be reimbursed ~~for~~according to the approved travel policies in their privately owned vehicles at the rate established by the University official YSU travel policy and guidelines.

**27.2 Compensation for Travel Time:** If a bargaining unit employee is required by the University to attend a work-related conference, time spent attending the conference shall be considered hours worked. If attendance at such a conference requires overnight travel, all time spent traveling during the employee's normal working hours shall be considered hours worked. If an overnight stay is not involved, only travel time in excess of the employee's normal commuting time shall be considered hours worked.

**27.3 Tuition Remission:** 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" for the purpose of tuition remission are the biological children, legally adopted children, or step-children of a bargaining unit employee or children for which the employee has been granted a legal guardianship. Children shall be eligible for remission to the end of the academic year in which they reach age twenty-five (25). Bargaining unit employees must provide any information requested by the University such as copies of marriage licenses, birth certificates, legal guardianship and certificates of adoption to assist the University in determining that the child or spouse is eligible for tuition remission. Bargaining unit employees must also properly complete the University's application/affidavit in order to receive tuition remission. ~~Children shall be eligible for remission to the end of the academic year in which they reach age twenty-five (25).~~ 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. 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 children and spouse shall continue to be eligible for remission of instructional fees. Children of an employee who dies are eligible for fee remission of instructional and general fees until the end of the academic year during which they reach age twenty-five (25). However, a step-child of an employee who dies is only eligible for fee remission as long as the surviving spouse of the deceased employee remains unmarried. A surviving spouse of a deceased employee is eligible for fee remission as long as they remain unmarried. Effective Fall Semester 2024, 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.

**27.4 Discounts:** 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 bargaining unit member 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 bargaining unit member's privilege. Members of the bargaining unit shall be entitled to a fifty percent (50%) discount on all University ~~Theater and Athletic tickets~~Theatre tickets and a fifty percent (50%) discount will be made available for all home regular season athletic competitions competed in by YSU, unless hosted by an outside entity, for the use of the bargaining unit member or their immediate families.

~~**27.5 Continuing Education Fee Remission:** Each member of the bargaining unit shall be entitled to instructional fee remission twice per calendar year for non-credit courses offered through the University. Further, the bargaining unit member's spouse and dependent children shall each be entitled to instructional fee remission once per calendar year for such non-credit courses, provided that there is an enrollment slot available above and beyond the enrollment level required to fund the course. No employee may receive more than two remissions per calendar year. Application shall be made in advance of enrollment on a form provided by the appropriate University department and in accordance with deadlines established by the University. Charges for materials, facilities, texts, and consumable or other non-instructional items are the responsibility of the enrollee and shall be payable at the time of registration. If an eligible individual enrolls in a non-credit course which is subsequently canceled due to insufficient enrollment or other reasons, such cancellation shall not affect the number of fee remissions the individual is entitled to receive in a given calendar year. Final and binding determination of the required enrollment level in any given course rests with the University.~~

**27.6**

**27.5 Staff Development:** In order to afford bargaining unit members the advantage of staff development opportunities, and upon the submission of a proper application (Appendix ~~IF~~), approval by the immediate supervisor and approval by the signature authority for the funding source, the University will encourage professional development opportunities. The University agrees to pay an amount not to exceed three hundred dollars (\$300.00) each fiscal year for any full-time employee whose request for staff development is approved in accordance with this section.

~~**27.76 Lounges:** In each major building on campus, (i.e., Kileawley Center, Cushwa Hall, Bliss Hall, DeBartolo Hall, Tod Administration Building, Lincoln Building, Jones Hall, Moser Hall, Ward Beecher, Beeghly Physical Education Center, Maag Library, Stambaugh Complex, Williamson Hall, Meshel Hall and Beeghly Hall) there shall be an area in which employees may lounge. Reasonable walking time (2-3 minutes) each way shall be provided to bargaining unit members at lunch when they are assigned to campus buildings without lounge areas.~~

**27.87 Uniforms, Tools and Equipment:** Should the University require bargaining unit members to wear uniforms, the University shall bear the cost of such uniforms. Uniforms shall

remain the property of the University and must be returned to the University upon separation of employment or to receive replacements. If provided, uniforms must be worn by employees while at work. Employees shall be provided a maximum of five (5) full sets of uniforms upon appointment and up to five (5) full replacements per fiscal year as needed thereafter. If flame resistant (FR) rated uniforms are issued they must be worn only at work and will be laundered and mended by the University. The University will provide employees with a private changing location, a designated area for the drop off and pickup of laundering and mending requests and a locker for non-work clothing of bargaining unit employees required to wear FR rated uniforms. Other required safety clothing, equipment, and/or devices shall also be provided by the University at no cost to the bargaining unit member and must be worn and/or utilized by the bargaining unit member in accordance with applicable University policy and/or Occupational Safety and Health Act rules and regulations. Bargaining unit members whose primary work duties are performed outdoors shall be issued apparel sufficient to reasonably protect them from the elements. The University also agrees to furnish and maintain in safe working condition all tools and equipment used by the bargaining unit members.

Bargaining unit member's questions and/or complaints concerning these matters will be addressed first to the supervisor or department head. If unresolved, questions and/or complaints concerning uniforms will be addressed to the Chief Human Resources Officer or their designee; questions and/or complaints concerning safety items will be addressed to the Director of Environmental and Occupational Health and Safety or their designee.

**27.98 Parking:** Beginning with the pay period that all University employees begin to pay for parking, the following fee scale will be implemented: During the first year, bargaining unit members will pay up to a maximum fee of 1/3 of the student rate for parking for an annual permit. During the second year, bargaining unit members will pay up to a maximum fee of 2/3 of the student rate for parking for an annual permit. During the third year, bargaining unit members will pay up to a maximum fee that equals the full student rate for parking for an annual permit. Bargaining unit members will not pay more than other University employees. Payment will be made through payroll deduction each pay period. The University will continue its current practice regarding parking permits for the Union's Labor Consultant for the duration of this agreement.

**27.109 Payroll Deductions:** Upon proper individual authorization, the Administration shall administer the following payroll deductions:

- A) Union dues;
- B) Up to two tax-exempt charitable organizations, ~~including United Way;~~
- C) Tax-sheltered annuities; Individual Retirement Accounts (IRA) and IRS approved 403(b) ~~programs,~~ and/or 457(b) ~~deferred compensation plans~~programs;
- D) Contributions to ~~an~~the Ohio Education Association Political Action Committee or the Ohio Education Association Fund for Children and Public Education;
- E) The YSU Foundation;



- F) Internal Revenue Code (IRC) Section 125 plan;
- G) Service Credit Purchases (OPERS, SERS, STRS or any other applicable retirement system);
- H) Voluntary Short-Term Disability Coverage and Voluntary Life Insurance Coverage;
- I) University parking;
- J) Health Insurance Cost Sharing Premium.

**27.1410 Video Surveillance:** All video surveillance will be directed by the YSU police department.

**27.1211 Part-Time Teaching:** A member of the bargaining unit may, with the prior approval of their department head, engage in part-time teaching service during their normal work hours in accordance with University Policy 3356-10-12 Teaching by Staff. A member of the bargaining unit may be approved to engage in part-time teaching before or after their respective work shift or during their unpaid lunch.

**27.1312 Awards Display Area:** The University shall maintain a designated area of the ~~department~~ website for the purpose of displaying both individual and joint awards for exemplary performance.

**27.1413 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 eighteen (18) or older and spouses of bargaining unit members shall have access to be charged fees assessed by the Andrews Recreation and Wellness Center for an annual fee of one hundred dollars (\$100.00) per person or two hundred dollars (\$200.00) per family in accordance with Board of Trustees approval.~~

## ARTICLE 28

### INTERMITTENT EMPLOYEES

**28.1** ~~Any intermittent~~An employee who ~~accumulates five hundred sixty (560) hours or more is~~ in active pay status for less than one thousand (1000) hours during any contract year with the University shall be considered ~~to~~ an intermittent employee and will not be a member of the bargaining unit.

**28.2** ~~Any bargaining unit member who is displaced through layoff to~~ The working of an intermittent ~~position~~employee for 1,000 or more hours in a contract year will ~~maintain~~not entitle

~~an employee to permanent part-time bargaining unit status and be entitled to all provisions within state law and Article 16 regarding recall rights.~~

~~**28.2**—Once in the bargaining unit, an intermittent will not lose bargaining unit member status due to. However, once during a reduction contract year in hours below five hundred sixty (560) in a contract year. The University shall terminate which an intermittent employee who is employed for zero (0) hours in one (1) contract year.~~

~~**28.3**—Intermittent bargaining unit employees will be scheduled to work based on departmental seniority in accordance with Section 29.1.B. The University has the right to reduce the hours worked by 1,000 or more hours, an intermittent employee at any time may request from the Chief Human Resources Officer that their position be made permanent part-time. If the University determines it will schedule an request is denied, the intermittent bargaining unit member for less than five hundred sixty (560) hours in a employee will not be scheduled for the remainder of the contract year, the University will notify the bargaining unit member of their schedule reduction. Prior to reducing an intermittent bargaining unit member's hour below five hundred sixty (560) hours, the University will cease scheduling intermittent non-bargaining unit members in the same classification or in a lower classification in the same classification series in the department.~~

~~**28.4**—Intermittent bargaining unit employees who acquire more than 1,040 hours in active pay status in a contract year shall be given permanent part time status. Intermittent bargaining unit employees acquiring more than 1,560 hours in active pay status in a contract year, shall be given regular full time status. However, intermittent bargaining unit employees will not be scheduled to work for more than 999 hours in a contract year unless the President or their designee approves an intermittent bargaining unit employee to be scheduled 1,000 or more hours. The scheduling or working of an intermittent bargaining unit employee for 1,000 or more hours will not entitle an employee to permanent part time or regular full time status unless the President has previously approved in writing the establishment of a permanent part time or full time position. In instances where an intermittent bargaining unit employee reaches 800 hours in active pay status during a contract year, the University may seek approval for the conversion to either permanent part time or regular full time status. The University will notify the employee and their immediate supervisor, in writing, when the request is being made. The employee and their immediate supervisor will also be notified, in writing, of the response to the request prior to the employee reaching 999 hours.~~

~~**28.5**—Intermittent bargaining unit employees may be scheduled to work up to eighty (80) hours in a bi-weekly pay period. Intermittent bargaining unit employees will be scheduled on a departmental seniority basis to work up to twenty (20) hours per week before scheduling non-bargaining unit intermittents in the same classification in their respective departments. If there is a need to concurrently schedule intermittents, intermittent bargaining unit employees will be scheduled for the maximum hours of work available during the period of concurrent scheduling limited, however, by the bi-weekly maximum and an eight (8) hour day. Intermittent staff who are in active pay status more than forty (40) hours in a work week are entitled to compensation at one and one-half (1.5) hours of pay for each one (1) hour in active pay status over forty (40) hours in a work week.~~

~~28.6~~ The following articles of the agreement will apply to intermittent bargaining unit employees. If there is a conflict between this article and any other article of the agreement involving provisions that apply to intermittent employees this article shall be determinative.

The applicable articles are: ~~Article 1, Agreement and Recognition; Article 2, Scope of Unit; Article 3, Wages; Article 4, Management Rights; Article 5, Union Rights; Article 6, University/Union Relations and Responsibilities; Article 7, Employee Discipline; Article 8, Personnel Files; Article 9, Grievance Procedure; Article 10, Work Schedules; Article 12, Overtime; Article 13, Evaluations; Article 14, Vacancies, Transfers, Searches, and Promotions (except the University is not required to post intermittent positions and intermittent employees must complete a 560-hour probationary period); Article 18, Health and Safety; Article 19, Non-Discrimination; Article 20, Classifications and Position Audits; Article 21, Retirement/Resignation (except retired intermittent employees, their spouses and children are not eligible to receive fee remission); Article 23, Union Financial Security; Article 24, No Strike/No Lockout; Article 25, Subcontracting; Article 26, Separability; Article 27, Miscellaneous (except Tuition Remission and Discounts for intermittent employees are described in C and D below); Article 29, Seniority; Article 30, Term of Agreement; Article 31, Student Employees; and Article 32, Intellectual Property Rights.~~

~~In addition, the following provisions shall also apply to intermittent bargaining unit employees:~~

- ~~A) The individual receives 4.6 hours of sick leave for every eighty (80) hours in active pay status to be accrued and taken in accordance with the provisions of Article 15, unpaid Workers' Compensation leave (except intermittent employees are not eligible to receive health insurance coverage from the University), Training Leave, Administrative Leave, Legal Leave, Military Leave, Emergency Sick Leave Reserve, Bereavement Leave, Transitional Work Programs and Emergency Leave (all of these provisions are found in Article 15).~~
- ~~B) The individual is entitled to coverage for Dental, Vision and Prescription Drug Card in accordance with the provision of Article 22, provided the employee pays the full premium cost at the group rate.~~
- ~~C) **Discounts:** Intermittent members of the bargaining unit who worked an average of five (5) hours per week for the previous six (6) months, 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 bargaining unit member 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 bargaining unit member's privilege. Intermittent members of the bargaining unit, who worked an average of five (5) hours per week for the previous six (6) months, shall be entitled to a fifty percent (50%) discount on all University Theater and Athletic tickets, for the use of the bargaining unit member or their immediate families.~~

~~Intermittent members of the bargaining unit who worked an average of five (5) hours per week for the previous six (6) months shall receive remission of one half of the instructional and general fees at YSU, including out-of-state fees where applicable, for up to six (6) semester hours of credit each term.~~28.3

Employees who are intermittent bargaining unit employees as of the date of the ratification of this 2023-2026 Agreement will remain intermittent bargaining unit employees and their employment shall be governed by the terms of the 2020-2023 Agreement as long as they remain in their current positions.

## ARTICLE 29 SENIORITY

**29.1** There shall be two (2) forms of seniority for bargaining unit members.

- A) **University Seniority:** This is a bargaining unit member's total service with the University. University-wide seniority shall be applied in determining vacation sign-up and in the filling of vacant positions (as defined elsewhere in this Agreement).
- B) **College or Non-Academic Division Seniority by Classification:** This is a bargaining unit member's total service in a specific classification within a specific College or Non-Academic Division. The bargaining unit member who has the greatest seniority by classification within a College or Non-Academic Division has seniority rights over other bargaining unit members in that classification within that College or Non-Academic Division for all purposes except for those mentioned in Section 29.1.A and Article 16 ("Layoff and Recall").
- C) **Tie Breaker:** The parties agree to utilize the following procedure if two or more members of the bargaining unit hold the same position within the same College or Non-Academic Division and have the identical seniority dates:
  - 1. If two or more bargaining unit members have the same amount of time in a particular classification, the first tiebreaker is the date of continuous University service. Continuous service is that service unbroken by a resignation or termination from the University.
  - 2. In the event that a tie is not broken by the foregoing procedure, the second tiebreaker shall be the uninterrupted service of an employee with a state agency, a county office, or a state-supported college or university where no break in service occurs.
  - 3. In the event a tie is not broken by either of the foregoing procedures, we will use the last four (4) digits of the Social Security Number, in ascending order with the lowest number prevailing (i.e. 0001, 0002, 0003, 0004 – 0001 Prevails).

**29.2** A bargaining unit member's University and College or Non-Academic Division Seniority by Classification will continue uninterrupted when activated to military leave as defined in Article 15. Such bargaining unit member will continue to accrue seniority as if they were in active pay status.

**29.3** The parties agree that any bargaining unit employee that is a rehired retiree will be considered a new employee for the purpose of leave accruals and retention points and will receive service credit only for time worked since the employee was rehired.

**29.4** A bargaining unit member's University and College or Non-academic Division seniority shall terminate if a bargaining unit member:

- A) Quits or resigns.
- B) Is discharged for cause.
- C) Fails to report to work as scheduled after leave of absence or layoff, without notifying the University.

**29.5** Bargaining unit members' College or Non-Academic Division and University seniority lists shall be maintained by the University and upon written request shall be furnished to the Union.

## ARTICLE 30

### TERM OF AGREEMENT

**30.1** This Agreement shall commence at 12:01 a.m. on August 16, ~~2020~~2023, and remain in effect until 11:59 p.m. on August 15, ~~2023~~2026.

**30.2** ~~Either~~On or before April 18, 2026, either party may notify the other ~~not later than one hundred twenty (120) days prior to the expiration of this Agreement~~ that it desires to ~~terminate~~renew or modify the Agreement. In this event, the parties will meet no later than May 1, ~~2023~~2026, to commence negotiations.

## ARTICLE 31

### STUDENT EMPLOYEES

**31.1** The Union acknowledges the right and responsibility of the University, as stated in its mission statement, to employ students. In doing so the University agrees not to abuse this right, including employing students to perform duties which have been or are only and/or exclusively performed by bargaining unit members. When possible, student employees shall be functionally supervised by a bargaining unit member(s) while performing duties related to bargaining unit work. No student employee shall supervise the work of a bargaining unit member(s). Furthermore, the University agrees that it will not eliminate bargaining unit positions in the exercise of this right.

**31.2** The University shall not use student employees to replace bargaining unit members. The parties recognize that there are duties which are performed by both bargaining unit members and students. During times of unfilled vacancies, bargaining unit member responsibilities that are the same as those described in the student position descriptions may be temporarily assigned to a student employee within the area of the vacancy.

**ARTICLE 32**

**INTELLECTUAL PROPERTY RIGHTS**

The rights to intellectual property between any member of the bargaining unit and the University shall be governed by the applicable provisions of state and federal law. Works created pursuant to and within the duties and responsibilities of employment with the University are owned by the University.

~~SIDE LETTER OF AGREEMENT~~

SIDE LETTER OF AGREEMENT~~2020-~~

2023-2026 Agreement between

Youngstown State University  
and

Association of Classified Employees (ACE)

Classification Position Title Changes

Article 16 Layoff and Recall; Article 29 Seniority

The parties agree to form a joint committee to explore the possibility of eliminating retention points and create a new system of seniority for ACE members. The committee will consist of 6 members (3 from Administration and 3 from ACE).

The joint committee's responsibilities shall be as follows:

- Determine a definition of University Seniority. For example, does University include full-time service, part-time service, intermittent service or any combination of service?
- Once there is an agreed upon definition of University Seniority, the joint committee will determine each member's University Seniority.
- Enter into a Letter of Understanding and as needed, revise the language of Articles 16 and 29.

The joint committee shall be required to conduct its first meeting no later than thirty (30) days after ratification by both parties of the 2023-26 collective bargaining agreement and to conclude its efforts no later than August 1, 2024. Article 16 and Article 29 will remain current contract language until the parties reach agreement.

The parties agree that there are no collateral or side agreements, promises or undertakings related to this side letter of agreement other than those expressly and specifically stated herein.

**For the Association of Classified  
Employees:**

**For Youngstown State University:**

Melanie Leonard

Kevin Kralj

~~The parties recognize that it is the intent of the University in administering the University Classification Plan to update employee position titles from existing classifications/position titles to updated classifications/position titles. The following classifications/position titles will no~~



longer exist in the University Classification Plan and will be replaced with an appropriate classification/position title as detailed below:

Administrative Assistant 1 to Business/Academic Operations Specialist 1

Administrative Assistant 2 to Business/Academic Operations Specialist 2

Carpenter Supervisor to Carpenter 3

Executive Secretary/Executive Secretary 1 to Business/Academic Operations Specialist 3

Library Media Technical Asst. 2 to Library Assistant

Mail Clerk Messenger to Delivery and Mail Clerk

Minicomputer Technician to TBD (more appropriate classification)

Recreation Facilities Mgr. 1 to Recreation Facilities Specialist

**FOR THE UNION**

**FOR THE UNIVERSITY**

\_\_\_\_\_  
Connie Frisby, President

\_\_\_\_\_  
Kevin M. Kralj, Director of Labor and  
Employee Relations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents and officers, have affixed their signature on this \_\_\_\_ day of January, 2021.

FOR THE YOUNGSTOWN STATE  
UNIVERSITY ASSOCIATION OF  
CLASSIFIED EMPLOYEES (ACE)

FOR THE YOUNGSTOWN STATE  
UNIVERSITY

~~Connie Frisby~~ Melanie Leonard, President & Chief Negotiator ~~James P. Tressel~~  
Helen Lafferty, President

Herman Pipe, Labor Relations Consultant

Kevin M. Kralj, Director of Labor & Employee Relations & Chief Negotiator

Bargaining Team

Bargaining Team

~~Melanie Leonard~~ George Crisei  
~~Cynthia Bella~~ Jenn Drennen  
~~Rick Ritchie~~  
~~Nancy O'Hara~~  
~~Carol Simon~~

Phillip Bogunia Seth Briskin  
Lisa Devore Holly Jacobs  
Steve Katros Jennifer Lewis-Aey



Exhibit 1								
Job Title	Prior 2014-2017 Pay Grade	Prior 2014-2017 Starting Hourly Rate	Current 2020-2023 Pay Grade	Current 2020-2023 Starting Hourly Rate	Year 1 4.5%	Year 2 4.5%	Year 3 4.5%	
Academic-Business Operations Specialist 1 (previously Administrative Assistant 1)	28	\$16.61	14	\$13.35 \$15.50	\$13.55	\$13.75	\$13.96	
	28A	\$14.61	14	\$13.35	\$13.55	\$13.75	\$13.96	
Academic-Business Operations Specialist 2 (previously Administrative Assistant 2)	40	\$19.34	24	\$15.28 17.00	\$15.51	\$15.75	\$15.98	
	40A	\$16.98	24	\$15.28	\$15.51	\$15.75	\$15.98	
Academic-Business Operations Specialist 3 (previously Exocutive Assistant)	40	\$19.34	36	\$17.25 19.00	\$17.50	\$17.77	\$18.03	
Account Clerk 4	26	\$15.07	04	\$11.33	\$11.50	\$11.67	\$11.85	
Account Clerk 2	27	\$15.75	44	\$12.07 \$14.00	\$13.16	\$13.36	\$13.56	
Accountant 4	-	-	46	\$13.76	\$13.97	\$14.18	\$14.39	
Accountant 2	-	-	28	\$15.75	\$15.98	\$16.22	\$16.46	
Accountant 3	30	\$18.64	37	\$17.53	\$17.70	\$18.06	\$18.33	
Accountant/ Examiner 1	-	-	46	\$13.76	\$13.97	\$14.18	\$14.39	
Accountant/ Examiner 2	-	-	28	\$15.75	\$15.98	\$16.22	\$16.46	
Accountant/ Examiner 3	30	\$18.64	37	\$17.53	\$17.70	\$18.06	\$18.33	
Administrative Assistant 1*	28	\$16.61	-	-	-	-	-	
Administrative Assistant 1*	28A	\$14.61	-	-	-	-	-	
Administrative Assistant 2	40	\$19.34	-	-	-	-	-	
Administrative Assistant 2	40A	\$16.98	-	-	-	-	-	
Administrative Operations Specialist (previously Secretary)	27	\$15.75	40	\$12.87	\$13.07	\$13.26	\$13.46	
	27A	\$13.61	40	\$12.87	\$13.07	\$13.26	\$13.46	
Air Quality Technician	08	\$17.05	44	\$18.57	\$18.84	\$19.13	\$19.41	
Archives and Records Management Specialist				\$20.68 \$16.65				
Audio Visual Production Specialist	34	\$20.03	33	\$20.03	\$16.90	\$17.15	\$17.41	
Automotive Mechanic 1	05	\$14.84	21	\$14.85	\$15.07	\$15.30	\$15.52	
Automotive Mechanic 2	07	\$16.25	43	\$18.21	\$18.49	\$18.76	\$19.05	
Automotive Mechanic 3	09	\$18.02	50	\$19.77	\$20.06	\$20.36	\$20.67	
Benefits Management Analyst	30	\$18.64	27	\$15.61	\$15.84	\$16.08	\$16.32	
Blueprint and Customer Service Specialist*	-	-	23	\$15.00	\$15.23	\$15.45	\$15.69	
Boiler Technician and Maint. Repair Worker	-	-	26	\$15.53 \$26.36	\$15.76	\$16.00	\$16.24	
Boiler and Air Quality Technician	09	\$18.02	49	\$19.54	\$19.83	\$20.13	\$20.43	

<del>Boiler Technician and Bldg. Maint. Supervisor</del>	09	\$48.02	57	\$20.82	\$21.13	\$21.46	\$21.77
<del>Boiler Technician and Plumber</del>	09	\$48.02	52	\$49.97	\$20.27	\$20.57	\$20.88
Building Maintenance Supervisor	08	\$47.05	54	\$49.86	\$24.78	\$20.45	\$20.75
Carpenter 1	-	-	46	\$13.76	\$19.00	\$13.97	\$14.39
Carpenter 2	08	\$47.05	39	\$17.87	\$22.61	\$18.14	\$18.60
Carpenter 3	09	\$48.02	47	\$49.07	\$26.36	\$19.36	\$19.94
Job Title	Prior 2014-2017 Pay Grade	Prior 2014-2017 Starting Hourly Rate	Current 2020-2023 Pay Grade	Current 2020-2023 Starting Hourly Rate	Year 1 4.5%	Year 2 4.5%	Year 3 4.5%
Cashier	-	-	04	\$9.39	\$10.10	\$9.53	\$9.82
<del>Clerk 1</del>	03	\$13.63	03	\$10.86	\$11.02	\$11.19	\$11.35
Clerk 2	04	\$14.20	07	\$12.45	\$13.25	\$12.33	\$12.70
Custodial Technician 1	-	-	04	\$9.39	\$10.10	\$9.53	\$9.82
Custodial Technician 2	-	-	15	\$13.63	\$14.25	\$13.83	\$14.25
Custodial Technician 3	-	-	20	\$14.74	\$15.38	\$14.93	\$15.38
Customer Service Assistant 1	27	\$15.75	06	\$11.88	\$12.06	\$12.24	\$12.42
Customer Service Assistant 2	28	\$16.64	13	\$13.21	\$13.44	\$13.64	\$13.82
Customer Service Assistant 3	29	\$17.54	25	\$15.37	\$15.60	\$15.83	\$16.07
Data Administration Specialist 1	28	\$16.64	40	\$17.99	\$18.26	\$18.54	\$18.81
Data Administration Specialist 2	12	\$22.61	61	\$22.23	\$22.56	\$22.90	\$23.25
Data Reporting Analyst	-	-	57	\$20.82	\$21.13	\$21.46	\$21.77
Data Security Analyst	34	\$25.83	54	\$20.50	\$20.81	\$21.12	\$21.44
<del>Delivery Worker</del>	-	-	02	\$10.39	\$10.55	\$10.71	\$10.87
Delivery and Mail Clerk	04	\$14.20	02	\$10.39	\$10.55	\$10.71	\$10.87
<del>Electrician 1</del>	08	\$47.05	50	\$19.77	\$20.06	\$20.36	\$20.67
Electrician 2	40	\$49.34	59	\$21.24	\$22.21	\$21.56	\$22.21
<del>Electronic Technician</del>				\$19.87			
Environmental Scientist	29	\$47.64	29	\$16.05	\$16.29	\$16.53	\$16.78
<del>Executive Secretary 1</del>	10	\$19.34	-	-	-	-	-
<del>Executive Secretary 1</del>	10A	\$46.98	-	-	-	-	-
<del>Executive Secretary 2</del>	10	\$19.34	-	-	-	-	-
<del>Executive Secretary 2</del>	10A	\$46.98	-	-	-	-	-

Financial Aid Loan Specialist 1	28	\$16.64	47	\$14.20	\$44.41	\$44.63	\$44.85
Financial Aid Loan Specialist 2				\$17.53			
Groundskeeper 1	04	\$14.20	05	\$11.74	\$14.54	\$11.92	\$12.10
Groundskeeper 2	06	\$14.84	44	\$13.36	\$15.28	\$13.55	\$13.96
Groundskeeper 3	06	\$15.53	22	\$14.94	\$17.53	\$15.17	\$15.40
Human Resources Analyst 1	08	\$17.05	46	\$13.76	\$13.97	\$14.18	\$14.39
Human Resources Analyst 2	40	\$19.34	38	\$17.64	\$17.94	\$18.17	\$18.45
Hybrid Machine Operator*				\$33.00			
Information Security Technician 1	34	\$25.83	58	\$21.42	\$22.08	\$21.43	\$21.75
Information Security Technician 2	-	-	63	\$22.44	\$23.43	\$22.74	\$23.09
Laboratory Animal Technician	23	\$13.25	08	\$12.60	\$12.79	\$12.98	\$13.17
Laboratory Machinist	11	\$20.93	42	\$18.12	\$18.39	\$18.66	\$18.94
Layout Design Artist	29	\$17.54	34	\$16.85	\$17.40	\$17.36	\$17.62
Layout Design Senior Artist	09	\$18.02	41	\$18.06	\$18.33	\$18.61	\$18.89
Legal Secretary	28	\$16.64	23	\$15.00	\$15.23	\$15.45	\$15.69
Librarian (non-degreed)	40	\$19.34	31	\$16.26	\$16.51	\$16.76	\$17.01
Librarian Technical Services	44	\$20.93	55	\$20.61	\$20.92	\$21.23	\$21.55
Library Assistant	27	\$15.75	49	\$14.62	\$14.84	\$15.06	\$15.29
				Current			
				2020-			
				2023-			
				2023-			
				2026			
Job Title		Prior	Prior	Current	Current	Year 1	Year 2
		2014-	2014-	2020-	Starting	1.5%	1.5%
		2017	2017	2023	Hourly		1.5%
		Pay	Starting	Pay	Rate		
		Grade	Hourly	Grade			
		Rate	Rate				
Library Media Technical Asst.	27	\$15.75	-	-		-	-
Locksmith	08	\$17.05	37	\$20.16	\$17.53	\$17.79	\$18.06
Mail Clerk Messenger	04	\$14.20	-	-		-	-
Maintenance Repair Worker 1	-	-	08	\$12.60	\$15.75	\$12.79	\$12.98
Maintenance Repair Worker 2	05	\$14.84	20	\$14.71	\$19.54	\$14.93	\$15.16
Maintenance Repair Worker 3	07	\$16.25	39	\$17.87	\$21.24	\$18.14	\$18.41
Marketing & Creative Services Specialist	-	-	24	\$15.28	\$15.54	\$15.75	\$15.98
Minicomputer Technician	31	\$20.03	-	-		-	-
Mover	07	\$16.25	24	\$14.85	\$15.75	\$15.07	\$15.30
Multimedia Specialist*	-	-	23	\$15.00	\$15.23	\$15.45	\$15.69
Museum Specialist	24	\$13.94	46	\$13.76	\$13.97	\$14.18	\$14.39

<del>Nurse</del>	<del>44</del>	<del>\$27.44</del>	<del>66</del>	<del>\$26.73</del>	<del>\$26.42</del>	<del>\$26.64</del>	<del>\$26.94</del>
<del>Office Administrator Workforce Training*</del>				<del>\$21.74</del>			
<del>Parking Facility Attendant</del>	<del>03</del>	<del>\$13.63</del>	<del>06</del>	<del>\$11.74</del> <del>\$12.28</del>	<del>\$11.82</del>	<del>\$12.10</del>	<del>\$12.28</del>
<del>Parking Facility Supervisor</del>	<del>06</del>	<del>\$14.84</del>	<del>20</del>	<del>\$14.74</del> <del>15.38</del> <del>\$16.63</del>	<del>\$14.93</del>	<del>\$15.16</del>	<del>\$15.38</del>
<del>Payroll Specialist</del>	<del>30</del>	<del>\$18.64</del>	<del>26</del>	<del>\$16.24</del>	<del>\$16.76</del>	<del>\$16.00</del>	<del>\$16.24</del>
<del>Planetarium Engineer/Show Producer</del>	<del>32</del>	<del>\$21.74</del>	<del>60</del>	<del>\$21.74</del>	<del>\$22.07</del>	<del>\$22.40</del>	<del>\$22.73</del>
<del>Plumber</del>	<del>08</del>	<del>\$17.06</del>	<del>46</del>	<del>\$19.00</del>	<del>\$19.29</del>	<del>\$19.67</del>	<del>\$19.87</del>
<del>Print Assistant</del>	<del>03</del>	<del>\$13.63</del>	<del>46</del>	<del>\$13.63</del>	<del>\$13.83</del>	<del>\$14.04</del>	<del>\$14.25</del>
<del>Print Specialist</del>				<del>\$16.65</del>			
<del>Purchasing Coordinator</del>	<del>30</del>	<del>\$18.64</del>	<del>38</del>	<del>\$17.64</del>	<del>\$17.94</del>	<del>\$18.17</del>	<del>\$18.45</del>
<del>Purchasing Systems and Contracts Specialist</del>	<del>-</del>	<del>-</del>	<del>60</del>	<del>\$21.74</del>	<del>\$22.07</del>	<del>\$22.40</del>	<del>\$22.73</del>
<del>Records Management Officer</del>	<del>27</del>	<del>\$15.75</del>	<del>28</del>	<del>\$15.75</del>	<del>\$15.98</del>	<del>\$16.22</del>	<del>\$16.46</del>
<del>Records Technician 1</del>	<del>-</del>	<del>-</del>	<del>20</del>	<del>\$14.71</del>	<del>\$14.93</del>	<del>\$15.16</del>	<del>\$15.38</del>
<del>Records Technician 2</del>	<del>28</del>	<del>\$16.64</del>	<del>36</del>	<del>\$17.19</del>	<del>\$17.46</del>	<del>\$17.74</del>	<del>\$17.98</del>
<del>Records Technician 3</del>	<del>-</del>	<del>-</del>	<del>57</del>	<del>\$20.82</del>	<del>\$21.13</del>	<del>\$21.46</del>	<del>\$21.77</del>
<del>Recreation/Athletic Facility Specialist</del>	<del>26</del>	<del>\$14.43</del>	<del>09</del>	<del>\$12.74</del>	<del>\$12.93</del>	<del>\$13.12</del>	<del>\$13.32</del>
<del>Recreation Facility Manager 1 (equivalent to Recreation Facility Specialist)</del>	<del>25</del>	<del>\$14.43</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>
<del>Residence Hall Monitor</del>	<del>04</del>	<del>\$14.20</del>	<del>47</del>	<del>\$14.20</del> <del>\$14.85</del>	<del>\$14.44</del>	<del>\$14.63</del>	<del>\$14.86</del>
<del>Secretary</del>	<del>27</del>	<del>\$15.75</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>
<del>Secretary</del>	<del>27A</del>	<del>\$13.64</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>	<del>-</del>
<del>Senior Office Administrator*</del>				<del>\$23.64</del>			
<del>Service Desk Technician</del>	<del>32</del>	<del>\$21.74</del>	<del>32</del>	<del>\$16.44</del>	<del>\$16.69</del>	<del>\$16.94</del>	<del>\$17.19</del>
<del>Software Integration Analyst 1</del>	<del>34</del>	<del>\$25.83</del>	<del>67</del>	<del>\$26.36</del> <del>\$29.41</del> <del>\$27.67</del>	<del>\$26.75</del>	<del>\$27.15</del>	<del>\$27.56</del>
<del>Software Integration Analyst 2</del>	<del>36</del>	<del>\$28.49</del>	<del>68</del>	<del>\$33.00</del>	<del>\$27.99</del>	<del>\$28.44</del>	<del>\$28.83</del>
<del>STEM Laboratory Specialist 1</del>	<del>42</del>	<del>\$22.64</del>	<del>64</del>	<del>\$22.61</del>	<del>\$22.96</del>	<del>\$23.29</del>	<del>\$23.64</del>
<del>STEM Laboratory Specialist 2</del>				<del>\$27.57</del>			
<del>Student Employment Specialist</del>				<del>\$15.98</del>			
<del>Student Services Counselor</del>	<del>27</del>	<del>\$15.75</del>	<del>46</del>	<del>\$13.76</del>	<del>\$13.97</del>	<del>\$14.18</del>	<del>\$14.39</del>
<del>Systems Technician 1</del>	<del>-</del>	<del>-</del>	<del>58</del>	<del>\$21.12</del> <del>\$22.08</del>	<del>\$21.43</del>	<del>\$21.76</del>	<del>\$22.08</del>
<del>Systems Technician 2</del>	<del>-</del>	<del>-</del>	<del>63</del>	<del>\$22.44</del> <del>\$23.43</del>	<del>\$22.74</del>	<del>\$23.09</del>	<del>\$23.43</del>
<del>Technology Support Technician 1</del>	<del>-</del>	<del>-</del>	<del>58</del>	<del>\$21.12</del> <del>\$22.08</del>	<del>\$21.43</del>	<del>\$21.76</del>	<del>\$22.08</del>
<b>Job Title</b>	<b>Prior 2014-2017 Pay Grade</b>	<b>Prior 2014-2017 Starting Hourly Rate</b>	<b>Current 2020-2023 Pay Grade</b>	<b>Current 2020-2023 Starting Pay Grade</b>	<b>Year 1 4.5%</b>	<b>Year 2 4.5%</b>	<b>Year 3 4.5%</b>

				Hourly Rate			
Technology Support Technician 2	-	-	63	<del>\$22.41</del> \$23.43	<del>\$22.74</del>	<del>\$23.09</del>	<del>\$23.43</del>
Theater Production Assistant	<del>00</del>	<del>\$18.02</del>	<del>03</del>	\$10.86	<del>\$11.02</del>	<del>\$11.49</del>	<del>\$11.35</del>
Travel Clerk	-	-	11	<del>\$12.97</del> \$14.00	<del>\$13.46</del>	<del>\$13.36</del>	<del>\$13.56</del>
Travel Specialist	<del>40</del>	<del>\$19.34</del>	<del>48</del>	\$19.34	<del>\$19.63</del>	<del>\$19.92</del>	<del>\$20.22</del>
Video Production Specialist	<del>34</del>	<del>\$20.03</del>	<del>35</del>	\$17.19	<del>\$17.45</del>	<del>\$17.74</del>	<del>\$17.98</del>
Web Programmer	<del>34</del>	<del>\$25.83</del>	<del>67</del>	\$26.36	<del>\$26.75</del>	<del>\$27.15</del>	<del>\$27.56</del>

NOTE1: Additional classifications will be added as they may be developed

~~NOTE 2: Annual Anniversary Increases as shown above do not include negotiated bargaining unit wide increases (see Article 3, Section 3.1).~~

~~2 Externally funded positions are not part of the bargaining unit~~



APPENDIX A

CLASSIFICATIONS OF POSITIONS

INCLUDED IN THE BARGAINING UNIT\*

Academic/Business Operations Specialist 1, 2 and 3	<del>Human Resources Analyst 1 and 2</del>
Account Clerk <del>1 and 2</del>	Information Security Technician 1 and 2
<del>Accountant 1, 2 and 3</del>	Laboratory Animal Technician
Accountant/Examiner 1, 2 and 3	Laboratory Machinist
<del>Administrative Assistant 1*and 2</del>	Layout Design Artist
<del>Administrative Operations Specialist</del>	Layout Design Senior Artist
Air Quality Technician	Legal Secretary
<u>Archives and Records Management Specialist</u>	Librarian (non-degreed)
Audio Visual Production Specialist	Librarian Technical Services
Automotive Mechanic 1, 2 and 3	Library Assistant
Benefits Management Analyst	<del>Library Media Technical Assistant</del>
<del>Blueprint and Customer Service Specialist*</del>	Locksmith
Boiler Technician <del>and Maintenancee</del>	<del>Mail Clerk/Messenger</del>
<del>—Repair Worker</del>	Maintenance Repair Worker 1, 2 and 3
<del>Boiler and Air Quality Technician</del>	Marketing and Creative Services Specialist
<del>Boiler Technician and Building Maintenance Supervisor</del>	<del>Minicomputer Technician</del>
<del>Boiler Technician and Plumber</del>	Mover
Building Maintenance Supervisor	<del>Multimedia Specialist*</del>
Carpenter 1, 2 and 3	Museum Specialist
Cashier	<del>Nurse</del>
Clerk <del>1 and 2</del>	Parking Facility Attendant
Custodial Technician 1, 2 and 3	Parking Facility Supervisor
Customer Service Assistant 1, 2 and 3	Payroll Specialist
Data Administration Specialist 1 and 2	Planetarium Engineer/Show Producer
Data Reporting Analyst	Plumber
Data Security Analyst	Print Assistant
Delivery Worker <u>and Mail Clerk</u>	<u>Print Specialist</u>
<del>Delivery and Mail Clerk</del>	Purchasing Coordinator
Electrician <del>1 and 2</del>	Purchasing Systems and Contracts Specialist
<u>Electronic Technician</u>	Records Management Officer
Environmental Scientist	Records Technician 1, 2 and 3
<del>Executive Secretary</del>	Recreation/Athletic Facility Specialist
Financial Aid Loan Specialist <u>1 and 2</u>	<del>Recreation Facilities Manager</del>
Groundskeeper 1, 2 and 3	Residence Hall Monitor
	<del>Secretary</del>
	Service Desk Technician

Software Integration Analyst 1 and 2  
STEM Laboratory Specialist 1 and 2  
Student Employment Specialist  
Student Services Counselor  
Systems Technician 1 and 2  
Technology Support Technician 1 and 2  
Theater Production Assistant  
Travel Clerk

Travel Specialist  
Video Production Specialist  
Web Programmer

~~\*Externally funded positions are not part of  
the bargaining unit.~~

APPENDIX B

CLASSIFICATIONS OF POSITIONS

EXCLUDED FROM THE BARGAINING UNIT

<u>Classification</u>	<u>Department</u>
Academic/Business Operations Specialist 4 ( <del>3 positions</del> )	Various
Administrative Assistant 2 ( <del>2 positions</del> )	Parking Services
Administrative Assistant 2	Office of the General Counsel
<del>Administrative Operations Specialist</del>	<del>Community Engagement</del>
Building Construction Superintendent	Facilities Maintenance
Groundskeeper Supervisor	Grounds
<del>Human Capital Management Analyst (5 positions)</del>	<del>Human Resources Generalist</del>
Human Resources	
<del>Hybrid Machine Operator</del>	<del>Excellence Training Center</del>
<del>Office Administrator</del>	<del>Human Resources</del>
<del>Office Administrator-Workforce Training</del>	<del>Excellence Training Center</del>
<del>Power Plant Energy Management Supervisor</del>	<del>Central Utility Plant &amp; Dist.</del>
Print Supervisor	Printing Services
Receiving and Distribution Supervisor	Delivery Services
<del>Senior Office Administrator</del>	<del>Excellence Training Center</del>
Student Loan Supervisor	Financial Aid & Scholarships
<del>All University Dispatchers, Police Officers, Sergeants, and Law Enforcement Officers</del>	<del>YSU Police Department</del>



APPENDIX C

GRIEVANCE FORM

\_\_\_\_\_\*

Date

Filed: \_\_\_\_\_

\_\_\_\_\_ Filed through YSU-ACE  
Grievance Committee

\_\_\_\_\_ Filed independently  
of YSU-ACE

Name of Grievant: \_\_\_\_\_

Department: \_\_\_\_\_

Home Address: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

**Statement of Complaint of Grievant:** *(attach supporting documents if appropriate)*

**Section of Agreement to Have Been Violated:**

**Remedy Sought:**

\_\_\_\_\_  
Grievant's Signature Date

cc: Grievant  
YSU-ACE  
Department Head  
Dean/Executive Director

Chief Human Resources Officer  
Director of Labor and Employee Relations

*\*Prior to the filing of a grievance, a grievance number must be secured from the Office of the Chief Human Resources Officer or their designee*

**APPENDIX D  
EVALUATION FORM**



**YOUNGSTOWN STATE UNIVERSITY  
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION**

Employee Name	Department	Type of Evaluation

	Due Date:
Evaluation Period From: _____ To: _____	

Generally, evaluations are completed annually; therefore, regular and ongoing feedback is highly encouraged.

**Guidelines for completing the evaluation:**

1. Evaluate the employees' performance over the entire evaluation period, not just the most recent period.
2. Base your ratings on the individual's job performance and results only.
3. Do not give someone a high rating to avoid discussing an issue. Do not give someone a low rating in an attempt to motivate or discipline the employee. Make your rating representative of the level of performance.
4. Recognize distinct levels of performance in each area. Do not let an "overall impression," positive or negative, influence the rating of a particular area.
5. If the employee works a different shift than you, or there is minimal interaction between the employee and supervisor, it may be helpful to solicit input from other supervisors/administrators prior to completing the evaluation. Request specific results or examples versus general impressions of their performance.
6. Once you have completed the form, please take a minute to review your work in order to ensure that you have checked all performance boxes.

**Definition of Ratings:**

**Below Minimum (1 point)**—Employee does not meet minimum performance requirements in this category. **Needs to Improve (2 points)**—Performance must improve for employee to be successful in this category. **Meets Requirements (3 points)**—Employee meets performance requirements most of the time. **Frequently Exceeds (4 points)**—Employee consistently meets and often exceeds

performance requirements. **Outstanding (5 points)** – Employee consistently exceeds performance requirements.

**Please note that the employee’s overall performance rating will be automatically calculated.**

<b>1. QUALITY/QUANTITY OF WORK/ PRODUCTIVITY</b>						
<b>Below Minimum</b> – Employee does not meet minimum performance requirements in this category. <b>Needs to Improve</b> – Performance must improve for employee to be successful in this category. <b>Meets Requirements</b> – Employee meets performance requirements most of the time. <b>Frequently Exceeds</b> – Employee consistently meets and often exceeds performance requirements. <b>Outstanding</b> – Employee consistently exceeds performance requirements.		Below Minimum	Needs to Improve	Meets Requirements	Frequently Exceeds	Outstanding
a.	Completes work assignments in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Completes work assignments accurately.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Completes an appropriate volume of acceptable work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Follows instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	Exhibits steady and productive use of work hours.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f.	Demonstrates initiative and self-motivation in performance of job duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g.	Exercises good judgment and makes appropriate decisions in performance of duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h.	Avoids tardiness/unscheduled absenteeism.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						

**2. KNOWLEDGE OF JOB/LEARNING AND DEVELOPMENT**

<p><b>Below Minimum</b>—Employee does not meet minimum performance requirements in this category.</p> <p><b>Needs to Improve</b>—Performance must improve for employee to be successful in this category.</p> <p><b>Meets Requirements</b>—Employee meets performance requirements most of the time.</p> <p><b>Frequently Exceeds</b>—Employee consistently meets and often exceeds performance requirements.</p> <p><b>Outstanding</b>—Employee consistently exceeds performance requirements.</p>		Below Minimum	Needs to Improve	Meets Requirements	Frequently Exceeds	Outstanding
a.	Demonstrates an understanding of day-to-day work assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Recognizes and resolves actual and potential problem situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Follows department policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Observes required safety practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	Willingly acquires new skills and learns new procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f.	Adjusts to change positively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g.	Strives to continually improve job performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						
<b>3.—COMMUNICATION</b>						
<p><b>Below Minimum</b>—Employee does not meet minimum performance requirements in this category.</p> <p><b>Needs to Improve</b>—Performance must improve for employee to be successful in this category.</p> <p><b>Meets Requirements</b>—Employee meets performance requirements most of the time.</p> <p><b>Frequently Exceeds</b>—Employee consistently meets and often exceeds performance requirements.</p> <p><b>Outstanding</b>—Employee consistently exceeds performance requirements.</p>		Below Minimum	Needs to Improve	Meets Requirements	Frequently Exceeds	Outstanding
a.	Communicates information accurately both verbally and in writing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Performs job duties with professionalism and courtesy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Keeps supervisor informed as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Keeps co-workers informed as needed (e.g. work activities, potential problems, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Comments:

**4. COOPERATION/TEAM WORK**

~~**Below Minimum**—Employee does not meet minimum performance requirements in this category.~~

~~**Needs to Improve**—Performance must improve for employee to be successful in this category.~~

~~**Meets Requirements**—Employee meets performance requirements most of the time.~~

~~**Frequently Exceeds**—Employee consistently meets and often exceeds performance requirements.~~

~~**Outstanding**—Employee consistently exceeds performance requirements.~~

Below Minimum

Needs to Improve

Meets Requirements

Frequently Exceeds

Outstanding

a. ~~Works cooperatively with others to achieve departmental goals.~~

b. ~~Actively seeks to assist supervisor/co-workers as time and responsibilities permit.~~

c. ~~Contributes to a positive and constructive work environment.~~

Comments:

**5. OTHER JOB-SPECIFIC REQUIREMENTS (OPTIONAL)**

~~**Below Minimum**—Employee does not meet minimum performance requirements in this category.~~

~~**Needs to Improve**—Performance must improve for employee to be successful in this category.~~

~~**Meets Requirements**—Employee meets performance requirements most of the time.~~

~~**Frequently Exceeds**—Employee consistently meets and often exceeds performance requirements.~~

~~**Outstanding**—Employee consistently exceeds performance requirements.~~

Below Minimum

Needs to Improve

Meets Requirements

Frequently Exceeds

Outstanding

a. Enter job-specific requirement and a brief description.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Enter job-specific requirement and a brief description.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Enter job-specific requirement and a brief description.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>6. SUPERVISORY SKILLS (use only when evaluating a supervisor)</b>						
<p><b>Below Minimum</b>—Employee does not meet minimum performance requirements in this category.</p> <p><b>Needs to Improve</b>—Performance must improve for employee to be successful in this category.</p> <p><b>Meets Requirements</b>—Employee meets performance requirements most of the time.</p> <p><b>Frequently Exceeds</b>—Employee consistently meets and often exceeds performance requirements.</p> <p><b>Outstanding</b>—Employee consistently exceeds performance requirements.</p>		Below Minimum	Needs to Improve	Meets Requirements	Frequently Exceeds	Outstanding
a.	Demonstrates effective supervision.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b.	Keeps staff updated on policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c.	Takes prompt action to resolve job and performance problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	Provides necessary feedback to staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	Promotes teamwork with an emphasis on working toward common goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:						
<b>7. OVERALL PERFORMANCE RATING</b>						

<p><b>Below Minimum</b>—Employee does not meet minimum performance requirements in this category.  <b>Needs to Improve</b>—Performance must improve for employee to be successful in this category.  <b>Meets Requirements</b>—Employee meets performance requirements most of the time.  <b>Frequently Exceeds</b>—Employee consistently meets and often exceeds performance requirements.  <b>Outstanding</b>—Employee consistently exceeds performance requirements.</p>	<b>Below Minimum</b>	<b>Needs to Improve</b>	<b>Meets Requirements</b>	<b>Frequently Exceeds</b>	<b>Outstanding</b>
Overall Performance Rating based on all Ratings Above	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:					

**8. GOALS/BENCHMARKS TO WORK ON IN COMING YEAR**

**(OPTIONAL)**

a. Goal/Benchmark

b. Goal/Benchmark

c. Goal/Benchmark

**9. EMPLOYEE COMMENTS (OPTIONAL)**

Sign to indicate acknowledgement, but not necessarily agreement.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX E  
CLASSIFIED SEARCH COMMITTEE ASSESSMENT FORM**

Position:	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Search Committee Chair:	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Posting #:	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vacancy Type	Promotion	Transfer	Open Competitive	-	-	-	-	-	-	-	-	-	-	-
Date of Initial Search Committee Meeting:	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Date Interviews Conducted:	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Criterion: All candidates will be evaluated on the basis of experience and education (if applicable). Each assessment will be made on a maximum total of ten criteria questions as determined by the search committee. Each criteria will be weighted equally, however, not more than four criteria may be education related. Only use experience fields labeled "7-10" for that number of Education fields not used. All criteria must be job related and non-discriminatory. Each candidate should receive a score from 0-5 for each of the ten criteria listed. A score of 0 should be used if the candidate fails to possess or demonstrate that trait or qualification, while a score of 5 should be used if the candidate perfectly fulfills the trait or qualification.

<u>Enter the position specific information in the grey blocks:</u>			<b>Education: (Examples: advanced degree, additional licenses/ certification, specialized training, etc.) Score 0—5</b>				<b>Experience: (Examples: specific software/equipment, specialized materials/ concepts, industry, etc.) Score 0—5</b>							
<b>Applicant Last Name</b>	<b>Applicant First Name</b>	<b>YSU EMPLOYEE (Y/N)</b>												
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

~~APPENDIX F~~  
~~AUTHORIZATION FOR PAYROLL DEDUCTION~~

~~YOUNGSTOWN STATE UNIVERSITY~~  
~~Authorization for Payroll Deduction~~

\_\_\_\_\_

~~Employee Name:~~ \_\_\_\_\_  
                               \_\_\_\_\_ Last                               First                               Middle

\_\_\_\_\_ ~~New Authorization~~ ~~Effective Date~~ \_\_\_\_\_

\_\_\_\_\_ ~~Change~~ ~~Amount per pay \$~~ \_\_\_\_\_

\_\_\_\_\_ ~~Cancellation~~

~~Organization payable to:~~ \_\_\_\_\_

~~I hereby authorize the University to make this **deduction** from my earnings.~~

~~Date~~ \_\_\_\_\_ ~~Employee Signature~~ \_\_\_\_\_

\_\_\_\_\_ ~~Banner ID~~ \_\_\_\_\_

**APPENDIX G  
INSURANCE BENEFITS**



**Youngstown State University  
Plan Year beginning July 1, 2020  
PPO  
90/10 In-Network Plan  
70/30 Out-of-Network Plan**



<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
<b>Benefit Period</b>	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
<b>Dependent Age</b> <b>Older Age Child</b>	Up to Age 26 Removal upon End of Month Ages 26—28 <b>Removal</b> upon End of Month (cost of coverage at the employee's expense)	
<b>Pre-Existing Condition Waiting Period</b>	Not Applicable	
<b>Blood Pint Deductible</b>	0 pints	
<b>Overall Annual Benefit Period Maximum</b>	Unlimited	
<b>3-month Deductible Carryover</b>	Not Covered	
<b>Benefit Period Deductible—Single/Family<sup>1</sup></b>	\$250/\$500	\$425/\$950
<b>Coinsurance</b>	90%	70%
<b>Coinsurance Out-of-Pocket Maximum (Excluding Deductible)—Single/Family</b>	\$925/\$1,725	\$2,000/\$4,000
<b>Total Medical Out-of-Pocket Maximums—(Including Deductible)—Single/Family</b>	\$1,175/\$2,225	\$2,425/\$4,950
<b>Maximum Out-of-Pocket (MOOP)<sup>5</sup></b> <b>Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family</b>	\$6,600 / \$13,200	Does not apply
<b>Physician/Office Services</b>		
<b>Office Visit (Illness/Injury)<sup>2,5</sup></b>	\$15 copay, then 100%	70% after deductible
<b>Urgent Care Office Visit<sup>2,5</sup></b>	\$15 copay, then 100%	70% after deductible
<b>Advanced Practicing Nurse/Office Visit<sup>2,5</sup></b>	\$10 copay, then 100%	70% after deductible
<b>All Immunizations—Medically Necessary</b>	90% after deductible	70% after deductible
<b>Administration of H1N1</b>	100%	
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with state and federal law<sup>3</sup></b>	100%	70% after deductible
<b>Routine Physical Exams (Age 21 and over)</b>	100%	70% after deductible
<b>Well-Child Care Services including Exams, Well-Child Care Immunizations and Laboratory Tests (To age 21)</b>	100%	70% after deductible
<b>Routine X-rays, Labs and Medical Tests</b>	100%	70% after deductible
<b>Routine Colonoscopy</b>	100%	70% after deductible
<b>Routine Mammogram (One per benefit period)</b>	100%	70% after deductible
<b>Routine Pap Test (One per benefit period)</b>	100%	70% after deductible
<b>Routine PSA Test</b>	100%	70% after deductible
<b>Routine Vision Exam (One per benefit period)</b>	100%	70% after deductible
<b>Routine Hearing Exam (One per benefit period)</b>	100%	70% after deductible



<b>Outpatient Services</b>		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy— Facility and Professional (40 visits combined per benefit period)	90% after deductible	70% after deductible
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 <sup>4,5</sup>	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
<b>Inpatient Facility</b>		
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
<b>Additional Services</b>		
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
<b>Mental Health and Substance Abuse—Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>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.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.

<sup>5</sup>Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600 Single / \$13,200 Family—Affordable Care Act.

### **PRESCRIPTION DRUG COVERAGE**

	A Network Provider (You will pay the least)	A Non-Network Provider (You will pay the most)	
Generic copay—retail Tier 1	\$4	Does Not Apply	Covers up to a 30-day supply
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 maximum of \$60	Does Not Apply	Covers up to a 90-day supply
Non-Preferred brand copay—retail Tier 3	25% to maximum of \$70	Does Not Apply	Covers up to a 30-day supply
Non-Preferred brand copay—home delivery Tier 3	25% to maximum of \$175	Does Not Apply	Covers up to a 90-day supply
Specialty Drugs	Applicable drug tier 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:

For the Fiscal Year beginning July 1, 2020, and ending June 30, 2022:

$$\text{Medical} = \text{Expected Claims Liability} + (\text{Expected Claims Liability} \times 3\text{-}3/4\%) + \text{Fixed Costs.}$$

~~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 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.~~

### ~~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~~

~~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%.~~

~~Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.~~

~~Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.~~

~~This Reserve Policy should be integrated in the annual Funding Level Calculations:~~

- ~~c. A three year projection of the Targeted Reserves should be used to effectively plan and adjust accounts through premium increase or decreases;~~

d. ~~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. ~~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.~~

~~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~~**

~~Employees will contribute, via payroll deduction, an aggregate of 15% of the Funding Level. In each year of the contract, once the funding rates are determined for the Employee Only; Employee + One Dependent; and Family (Employee + two or more dependents) contracts, the University and the Union will meet to identify the flat percentage of salary within the bargaining unit that is required for Funding Level to be reached in each year of the contract. Once both sides agree to the flat percentage, it will be implemented by the University. This will occur each July 1 of the contract thereafter.~~

**Youngstown State University**  
**Plan Year beginning July 1, 2022**  
 PPO  
 85/15 In Network Plan  
 60/40 Out-of-Network Plan

<b>Benefits</b>	<b>Network</b>	<b>Non-Network</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Older Age Child	Up to Age 26 Removal upon End of Month Ages 26–28 <b>Removal</b> 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 <sup>†</sup>	\$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) <sup>5</sup> Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	\$8,600/\$16,000

<b>Physician/Office Services;</b>		
Specialist Office Visits \$35 copay then 100% insurance coverage/ \$25 copay for Advanced Practicing Nurse then 100% insurance coverage		
Primary Care Office Visit (Illness/Injury) <sup>2,5</sup>	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit <sup>2,5</sup>	\$20 copay, then 100%	60% after deductible
Advanced Practicing Nurse/Primary Care Office Visit <sup>2,5</sup>	\$15 copay, then 100%	60% after deductible
All Immunizations — Medically Necessary	85% after deductible	60% after deductible
Administration of H1N1		100%
<b>Preventive Services</b>		
<b>Preventive Services, in accordance with state and federal law<sup>3</sup></b>	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
<b>Outpatient Services</b>		
Surgical Services	85% after deductible	60% after deductible
Diagnostic Services	85% after deductible	60% after deductible
Physical Therapy & Occupational Therapy— Facility and Professional (40 visits combined per benefit period)	85% after deductible	60% after deductible
Chiropractic Therapy — Professional Only (12 visits per benefit period)	85% after deductible	60% after deductible
Speech Therapy — Facility and Professional (20 visits per benefit period)	85% after deductible	60% after deductible
Cardiac Rehabilitation	85% after deductible	60% after deductible
Emergency use of an Emergency Room <sup>4,5</sup>	\$200 copay, then 100%	Waived if admitted
Non-Emergency use of an Emergency Room	85% after deductible	60% after deductible
<b>Inpatient Facility</b>		
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
<b>Additional Services</b>		
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

<del>Private Duty Nursing</del>	<del>85% after deductible</del>	<del>60% after deductible</del>
<del>Weight Loss Services (including complications from weight loss surgical services)</del>	<del>85% after deductible</del>	<del>60% after deductible</del>
<b><del>Mental Health and Substance Abuse—Federal Mental Health Parity</del></b>		
<del>Inpatient Mental Health and Substance Abuse Services</del>	<del>-Benefits paid are based on corresponding medical benefits</del>	
<del>Outpatient Mental Health and Substance Abuse Services</del>		

~~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.~~

<sup>1</sup>~~Maximum family deductible. Member deductible is the same as single deductible.~~

<sup>2</sup>~~The office visit copay applies to the cost of the office visit only.~~

<sup>3</sup>~~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.~~

<sup>4</sup>~~Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.~~

<sup>5</sup>~~Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600 Single / \$13,200 Family—Affordable Care Act.~~

**PRESCRIPTION DRUG COVERAGE**  
(typically mail-in/90-day supply is 2 times 30-day supply)

	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 maximum of \$5	Does Not Apply	Covers up to a 30-day supply
Generic copay—home delivery Tier 1	20% up to 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 copay—home delivery Tier 2	25% to maximum of \$70	Does Not Apply	Covers up to a 90-day supply
Non-Preferred brand copay—retail Tier 3	25% to maximum of \$75	Does Not Apply	Covers up to a 30-day supply
Non-Preferred brand copay—home delivery Tier 3	25% to maximum of \$180	Does Not Apply	Covers up to a 90-day supply
Specialty Drugs	Applicable drug tier 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:

For the Fiscal Year beginning July 1, 2022, and ending June 30, 2023:

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 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.~~

~~**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**~~

~~Components of the Target Reserve:~~

~~f. **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~~

~~Targeted Reserves should be expressed as a range from Optimistic, Intermediate to Pessimistic to reflect the potential for variance.~~

~~Funding of the Reserve should target the Intermediate Targeted Reserve Level of 35% of projected annual costs.~~

~~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~~
  - ~~c. 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.~~
- ~~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.~~



## APPENDIX D 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**:

For the Fiscal Years beginning July 1, 2023 and ending June 30, 2026:

Medical = Expected Claims Liability + (Expected Claims Liability x 3.75%) + Fixed Costs;

Rx = Expected Claims Liability + (Expected Claims Liability x 3.75%) + 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 plus One Dependent; and Family (Employee plus 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 Level/Rates Calculations

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**.

### Reserve

Administration 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:

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, and prescription drug claims. These are claims for which members have received services but the claims have not been paid or billed to the University.

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 include 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.

### **HEALTH CARE PLAN DESIGN**

Administration will offer one Preferred Provider Organization Plan (PPO Plan).

PPO Plan Design:

Effective July 1, 2023 through June 30, 2024, the PPO Plan Design will continue to be that set forth in the 2017-2020 collective bargaining agreement between the parties. The PPO Plan Design may be accessed through the Human Resources website (see Certificate Book).

Effective July 1, 2024, the PPO Plan Design will be as follows and may be accessed through the Human Resources website (see Certificate Book):

**Plan Year beginning July 1, 2024**

<b><u>Benefits</u></b>	<b><u>Network</u></b>	<b><u>Non-Network</u></b>
<u>Benefit Period</u>	<u>January 1<sup>st</sup> through December 31<sup>st</sup></u>	
<u>Dependent Age</u> <u>Older Age Child</u>	<u>Up to Age 26 Removal upon End of Month</u>	
<u>Pre-Existing Condition Waiting Period</u>	<u>Not Applicable</u>	
<u>Blood Pint Deductible</u>	<u>0 pints</u>	
<u>Overall Annual Benefit Period Maximum</u>	<u>Unlimited</u>	
<u>3 month Deductible Carryover</u>	<u>Not Covered</u>	
<u>Benefit Period Deductible – Single/Family<sup>1</sup></u>	<u>\$500/\$1000</u>	<u>\$2000/\$4000</u>
<u>Coinsurance</u>	<u>85%</u>	<u>60%</u>
<u>Coinsurance Out-of Pocket Maximum (Excluding Deductible) – Single/Family</u>	<u>\$1000/\$2000</u>	<u>\$7000/\$12,800</u>
<u>Total Medical Out-of-Pocket Maximums – (Including Deductible) -Single/Family</u>	<u>\$1500/\$3000</u>	<u>\$9000/\$16,800</u>
<u>-Maximum Out-of-Pocket (MOOP)<sup>5</sup> Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family</u>	<u>\$6600/\$13,200</u>	<u>\$9000/\$16,800</u>
<b><u>Physician/Office Services:</u></b>		
<u>Specialist Office Visits \$35 copay then 100% insurance coverage/\$15-copay for Advanced Practicing Nurse then 100% insurance coverage)</u>		
<u>Primary Care Office Visit (Illness/Injury)<sup>2</sup></u>	<u>\$20 copay, then 100%</u>	<u>60% after deductible</u>
<u>Urgent Care Office Visit<sup>2,5</sup></u>	<u>\$20 copay, then 100%</u>	<u>60% after deductible</u>
<u>Advanced Practicing Nurse/Primary Care Office Visit<sup>2,5</sup></u>	<u>\$15 copay, then 100%</u>	<u>60% after deductible</u>
<u>Immunizations – Not covered under Preventative Care</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Administration of H1N1</u>	<u>100%</u>	
<b><u>Preventive Services</u></b>		
<b><u>Preventive Services, in accordance with state and federal law<sup>3</sup></u></b>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine Physical Exams (Age 21 and over)</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Well Child Care Services including Exams, Well Child Care Immunizations and Laboratory Tests ( To age 21)</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine X-rays, Labs and Medical Tests</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine Colonoscopy</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine Mammogram (One per benefit period)</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine Pap Test (One per benefit period)</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine PSA Test</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine Vision Exam (One per benefit period)</u>	<u>100%</u>	<u>60% after deductible</u>
<u>Routine Hearing Exam (One per benefit period)</u>	<u>100%</u>	<u>60% after deductible</u>

<b>Outpatient Services</b>		
<u>Surgical Services</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Diagnostic Services</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Physical Therapy &amp; Occupational Therapy - Facility and Professional</u> (40 visits combined per benefit period)	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Chiropractic Therapy – Professional Only</u> (12 visits per benefit period)	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Speech Therapy – Facility and Professional</u> (20 visits per benefit period)	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Cardiac Rehabilitation</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Emergency use of an Emergency Room<sup>4,5</sup></u>	<u>\$200 copay, then 100% Waived if admitted</u>	
<u>Non-Emergency use of an Emergency Room</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<b>Inpatient Facility</b>		
<u>Semi-Private Room and Board</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Maternity Services</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Skilled Nursing Facility</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Human Organ Transplants</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<b>Additional Services</b>		
<u>Allergy Testing</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Allergy Treatments</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Ambulance Services includes Air</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Durable Medical Equipment / Medical Supplies</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Home Healthcare</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Hospice Services</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Private Duty Nursing</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<u>Weight Loss Services (including complications from weight loss surgical services)</u>	<u>85% after deductible</u>	<u>60% after deductible</u>
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
<u>Inpatient Mental Health and Substance Abuse Services</u>	<u>Benefits paid are based on corresponding medical benefits</u>	
<u>Outpatient Mental Health and Substance Abuse Services</u>		

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.

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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.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>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.

<sup>4</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible or coinsurance.

<sup>5</sup>Copays apply to the Maximum Coinsurance Out-of-Pocket (MOOP) \$6,600-Single / \$13,200-Family – Affordable Care Act.

**PRESCRIPTION COVERAGE (typically mail-in/90-day supply is 2 times 30-day supply)**

	<u>In-Network (You will pay the least)</u>	<u>Out-of-Network (You will pay the most)</u>
<u>Generic Retail (up to 30-day supply)</u>	<u>Max copay of \$5</u>	<u>Does Not Apply</u>
<u>Generic Home Delivery (31 to 90-day supply)</u>	<u>Max copay of \$15</u>	<u>Does Not Apply</u>
<u>Preferred Brand Retail (up to 30-day supply)</u>	<u>Max copay of \$35</u>	<u>Does Not Apply</u>
<u>Preferred Brand Retail (31 to 90-day supply)</u>	<u>Max copay of \$105</u>	
<u>Preferred Brand Home Delivery (31 to 90-day supply)</u>	<u>Max copay of \$70</u>	<u>Does Not Apply</u>
<u>Non-Preferred Retail (up to 30-day supply)</u>	<u>Max copay of \$75</u>	<u>Does Not Apply</u>
<u>Non-Preferred Retail (31 to 90-day supply)</u>	<u>Max copay of \$225</u>	
<u>Non-Preferred Home Delivery (31 to 90-day)</u>	<u>Mx copay of \$180</u>	<u>Does Not Apply</u>
<u>Specialty Drugs (up to 30-day supply)</u>	<u>Applicable Drug Tier Copay applies</u>	<u>Does Not Apply</u>



**YOUNGSTOWN  
STATE  
UNIVERSITY**

**Appendix H**

**DISTINGUISHED SERVICE AWARD**

**Nomination Form**

Each year the University recognizes the contributions of members of the Youngstown State University Association of Classified Employees staff with the Distinguished Service Awards.  
(Please note that this form is for YSU ACE bargaining union members ONLY) Nominations may be submitted by YSU faculty, staff, students, alumni and/or the community.

**Criteria for Award**

- Must be in Good Standing in the YSU ACE Bargaining Unit.
- Must exhibit outstanding performance of their job duties and/or public/community service.
- Must not have received the award within the last three (3) years.
- Must have Satisfactory/Meets Requirements or better overall rating on the last two Performance Evaluations.
- Must not have any disciplinary actions in their Personnel file in the last two (2) years.

**Submit Nominations to: Linda Moore  
Office of Human Resources, Tod Hall**

**NOMINATION DEADLINE: 5:00PM JANUARY 31  
(or the Friday before if this lands on a weekend)**

**The following individual is nominated for the Distinguished Service Award:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DEPARTMENT:** \_\_\_\_\_

**DATE OF APPOINTMENT (if known):** \_\_\_\_\_

**JUSTIFICATION FOR NOMINATION**

*(If needed, attach additional sheets to form.)*

**Please Print:**

**NAME OF NOMINATOR:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**APPENDIX E**

**DISTINGUISHED SERVICE AWARD  
NOMINATION FORM**

**YSU ACE Bargaining Unit Members ONLY**  
**Full Time (FT) or Part Time (PT) \_\_\_\_\_**

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Each year the University recognizes contributions of members of the Youngstown State University Association of Classified Employees staff with Distinguished Service Awards. *(Please note that this form is for YSU ACE bargaining unit members ONLY.)* Nominations may be submitted by YSU faculty, staff, students, alumni, and/or the community.

**Criteria for Award:**

- Must be in Good Standing in the YSU-ACE Bargaining Unit
- Must exhibit outstanding performance of their job duties and/or public/community service
- Must not have received the award within the last three (3) years
- Must have Satisfactory/Meets Requirements or better overall rating on the last two Performance Evaluations
- Must not have any disciplinary actions in their personnel file in the last two (2) years

Submit Nominations To: [benefits@ysu.edu](mailto:benefits@ysu.edu)  
Office of Human Resources, Tod Hall Room 359  
**Nomination Deadline: 5:00 P.M. January 31**  
(or the Friday before if this lands on a weekend)

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The following individual is nominated for the Distinguished Service Award:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ DATE OF APPOINTMENT at YSU (if known): \_\_\_\_\_

**JUSTIFICATION FOR NOMINATION**

If additional space is needed, so state and add UP TO ONE SINGLE-SIDED PAGE.

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*Please type or print:*

NAME OF NOMINATOR: \_\_\_\_\_ PHONE: \_\_\_\_\_

CAMPUS DEPT/ MAILING ADDRESS: \_\_\_\_\_

YSU AFFILIATION: FACULTY STAFF STUDENT ALUMNI COMMUNITY

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**APPENDIX I**

**F**

**STAFF DEVELOPMENT PROCEDURE AND FORM**

**Procedure:**

1. Pursuant to Section 27.6 of the collective bargaining agreement, a bargaining unit member who wishes to attend a conference, seminar, workshop or other professional development opportunity will complete the staff development application. (If the staff development opportunity involves travel the bargaining unit member will also submit a travel request prior to traveling.)
2. The application will then be reviewed by the employee's immediate supervisor who either approves or denies the request.
3. If approved by the supervisor, and if they are not the signature authority, the application will then be forwarded to the signature authority of the funding source for approval.
4. The cost of the staff development should be charged to the department's FOAP, using the following 2 account codes, in order to accurately record the expense:

701308 ACE Travel- this is staff development/training that requires an ACE union member to travel.

701943 ACE Staff Development Without Travel - this is for payments to third parties for webinars, seminars, self-study courses and continuing professional education where no travel is involved for members of the ACE union. This includes material costs paid by the department when fee remission is used. See account 701308 for ACE travel.

According to the agreement, the university agrees to pay an amount not to exceed \$300.00 each fiscal year for any full-time employee whose request for staff development is approved in accordance with Section 27.6.

5. These expenses are subject to audit review. Therefore, the original application should be kept on file in the department that incurred the related expense.
6. A copy of this form can be forwarded to the Budget Office and the department will be reimbursed.

**Application:**

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Staff Development Opportunity: \_\_\_\_\_

Location: \_\_\_\_\_

Dates: \_\_\_\_\_

Costs of Attendance: Fees: \$ \_\_\_\_\_ Travel: \$ \_\_\_\_\_

Lodging: \$ \_\_\_\_\_ Meals: \$ \_\_\_\_\_

Total Request: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Bargaining Unit Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date

Approve                       Disapprove

\_\_\_\_\_  
Signature of Account Authority

\_\_\_\_\_  
Date

Approve    Disapprove   Amount Approved: \$ \_\_\_\_\_   FOAP: \_\_\_\_\_

|

**APPENDIX J**  
**MEMORANDUM OF UNDERSTANDING**  
**ACE COVID-19 COST SAVINGS REDUCTIONS**  
**TERM OF AGREEMENT MAY 24, 2020 - JUNE 30, 2021**

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~~Youngstown State University (University) and the Youngstown State University Association of Classified Employees (ACE) agree to modify the working conditions and ACE Collective Bargaining Agreement (CBA), where applicable, to effectuate the following, which shall become effective upon its ratification by ACE and its adoption by the University.~~

Furloughs:

- ~~1. The University will implement a plan wherein all bargaining unit employees will be required to take up to twenty-six (26) workdays of unpaid leave (also called "furlough days"). To account for the furlough days, starting on Sunday, July 5, 2020 and continuing through the pay period ending on Saturday, July 3, 2021, a bargaining unit employee's hourly rate will be reduced by 10% for FY2021. Prior to the start of furlough days, an email will be sent to the ACE President regarding furloughs. Individual furlough notifications will not be provided.~~
- ~~2. Bargaining unit employees will continue to receive healthcare at the amounts and terms specified in the CBA during the furlough days. Bargaining unit employees remain responsible for the employee contribution for their chosen healthcare plan as specified in the CBA.~~
- ~~3. The application of furlough days by the University does not require a statement of rationale, is not subject to arbitration, displacement, grievances, notification requirements, and seniority rights or articles contained in the CBA and shall not be appealed to SPBR, or any other forum.~~
- ~~4. Retention points will continue to accrue during furlough days at the rate of one point per pay period. Retention points will not be reduced. There will be no break in service.~~
- ~~5. All furlough days will be assigned by the University based on operational needs, except for five (5) days, the use of which will be subject to prior approval of the University based on a request from the bargaining unit employee. These days must be used prior to the end of FY21 (June 30, 2021). After that date, the days will no longer be available for use.~~

Lack of Work (LOW) Layoffs:

- ~~1. The University will implement LOW layoffs for the bargaining unit employees identified on the attached Exhibit A. LOW layoffs will be for a period beginning on Sunday, May 24, 2020 through the pay period ending on Saturday, August 1, 2020, unless recalled as stated below. Prior to the start of LOW layoffs, affected bargaining unit employees will be notified through an individualized notification, which will be emailed, with an email copy to the ACE President. If the operational needs of the University change after Sunday, May 24, 2020, a bargaining unit employee may be recalled from LOW layoff.~~

- ~~2. Bargaining unit employees will continue to receive healthcare during LOW layoffs at the amounts and terms specified in the CBA. Bargaining unit employees remain responsible for the employee contribution for their chosen healthcare plan as specified in the CBA. Employee contributions will be directly billed by the Bursar's office on a monthly basis.~~
- ~~3. The implementation of LOW layoffs by the University does not require a statement of rationale, is not subject to arbitration, displacement, grievances, notification requirements, and seniority rights or articles contained in the CBA and shall not be appealed to SPBR, or any other forum.~~
- ~~4. Retention points will continue to accrue during LOW layoffs at the rate of one point per pay period. Retention points will not be reduced. There will be no break in service.~~
- ~~5. Tuition Remission will remain at current levels.~~
- ~~6. If requested by a bargaining unit employee, the University will provide documentation necessary for creditors, etc., delineating the anticipated length of the LOW Layoff within ten (10) business days.~~
- ~~7. Bargaining unit employees are responsible for applying for and submitting the proper paperwork to the Ohio Department of Job and Family Services (ODJFS). The University will not challenge an application for unemployment compensation for a LOW Layoff. Additionally, in providing the information to the ODJFS, the University shall state that the bargaining unit employee's lay off was due solely to a lack of work caused by COVID-19 and not for cause.~~
- ~~8. Unless otherwise agreed to by the parties in a separate MOU, prior to the conversion of a LOW Layoff to a Lack of Funds Layoff, as specified in the CBA, bargaining unit employees will be afforded their rights under Article 16 of the current CBA. However, any notifications required by Article 16 will be through email to the affected bargaining unit employee with an email copy to the ACE President.~~

#### Voluntary Reduction in Force:

- ~~1. Pursuant to Article 16.4 of the CBA, bargaining unit employees may ask to be laid off for a period beginning on Sunday, May 24, 2020 through the pay period ending on Saturday, August 1, 2020. Voluntary Reduction in Force (VRF) Layoffs will require prior supervisory approval. If approved, prior to the start of VRF Layoffs, affected bargaining unit employees will be notified through an individualized notification, which will be emailed, with an email copy to the ACE President. If the operational needs of the University change after Sunday, May 24, 2020, a bargaining unit employee may be recalled from VRF layoff.~~
- ~~2. Bargaining unit employees will continue to receive healthcare during VRF Layoffs at the amounts and terms specified in the CBA. Bargaining unit employees remain responsible for the employee contribution for their chosen healthcare plan as specified in the CBA. Employee contributions will be directly billed by the Bursar's office on a monthly basis.~~
- ~~3. The implementation of VRF Layoffs by the University does not require a statement of rationale, is not subject to arbitration, displacement, grievances, notification requirements, and seniority rights or articles contained in the CBA and shall not be appealed to SPBR, or~~

any other forum.

4. ~~Retention points will continue to accrue during these layoffs at the rate of one point per pay period. Retention points will not be reduced. There will be no break in service.~~
5. ~~Tuition Remission will remain at current levels.~~
6. ~~If requested by a bargaining unit employee, the University will provide documentation necessary for creditors, etc., delineating the anticipated length of VRF Layoffs within ten (10) business days.~~
7. ~~Unless otherwise agreed to by the parties in a separate MOU, as specified in the CBA, prior to the conversion of a VFR Layoff to a Lack of Funds Layoff, bargaining unit employees will be afforded their rights under Article 16 of the current CBA. However, any notifications required by Article 16 will be through email to the affected bargaining unit employee with an email copy to the ACE President.~~

#### Miscellaneous:

1. ~~During the term of this MOU, the provisions of Article 20 Classifications and Position Audits, will be held in abeyance, except as provided in this section. The University will assign work within a bargaining unit employee's position classification or of a lower classification during the term of this MOU. If a bargaining unit employee believes that they are performing duties which do not properly fall within their position classification, the bargaining unit employee shall contact the ACE President. If the ACE President has a bona fide good faith belief that the bargaining unit employee is performing duties which do not properly fall within their position classification, the ACE President shall contact the HR Organizational Development Office to discuss the matter. If the parties cannot resolve the dispute, the dispute will be resolved by the Audit Appeal Committee composed of the ACE President or their designee, the Chief Human Resources Officer or their designee, and the Vice President of Finance and Administration or their designee.~~
2. ~~If the salary reductions for excluded Professional Administrative staff are returned to their previous level during the term of this MOU, furlough days will cease and bargaining unit employees affected by LOW layoffs and VRF layoffs shall be returned to work, and all bargaining unit employees' salaries will be returned to their pre-MOU hourly rates prospectively effective on the date that excluded Professional Administrative staff were returned to their previous levels of salary.~~
3. ~~If a bargaining unit employee separates and/or retires during the term of the MOU, vacation and sick pay-outs will be at the rate earned at the time of separation and/or retirement.~~
4. ~~Step increases for employees hired after August 16, 2017 and scheduled for payment during the term of this MOU will be based on pre-MOU hourly rates.~~
5. ~~If the University considers subcontracting above current subcontracting levels, the University will meet and confer with ACE prior to subcontracting.~~
6. ~~If a bargaining unit employee works more than their scheduled hours during a week that~~


~~— includes a furlough day, the bargaining unit employee will be paid overtime at the furlough rate. For example, if an employee is scheduled for thirty two (32) hours during a week that includes a furlough day and is called into work on their furlough day, the bargaining unit employee will be paid overtime for time worked in excess of thirty two (32) hours.~~

~~7. Except as otherwise specified herein, all provisions of the CBA shall remain in full force and effect as written.~~

~~8. Upon expiration of this MOU, all terms and conditions of employment for ACE bargaining unit employees will return to the terms and conditions specified in the CBA.~~

~~9. The parties agree that this MOU is non precedent setting and that no party will use this MOU for any purpose, including, but not limited to any arbitration, State Personnel Board of Review Proceeding (SPBR), or other legal proceeding, except for one involving enforcement of this MOU.~~

~~By signing this MOU, the parties acknowledge and agree that, subject to the terms of the CBA, additional cost savings (e.g., Lack of Funds Layoffs) may be implemented by the University at any time.~~

~~ 05/21/2020~~

~~— Connie Frisby, ACE President — Date~~

 5/21/2020

Cynthia A. Kravitz, CHRO      Date

APPENDIX G

TERM: AUGUST 16, 2023 – AUGUST 15, 2026

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**LETTER OF UNDERSTANDING**  
**BETWEEN THE ASSOCIATION OF CLASSIFIED EMPLOYEES AND**  
**YOUNGSTOWN STATE UNIVERSITY**

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The parties agree that they will meet on an ad hoc basis to form a committee to discuss compensation issues and make recommendations, including possible adjustments to starting wages relative to ACE bargaining unit classifications when there are justifiable recruitment and retention issues. Either party may request to convene the committee; at which point the committee shall use its best efforts to convene within ten (10) working days from the date of the request. The purpose of the committee will be to provide input on salary and wage issues and make a recommendation to Administration for salary adjustments to specific ACE classifications when necessary, in order to recruit and retain talented employees.

The Chief Human Resources Officer and the Union President will each appoint three (3) individuals to serve on a committee for such purpose. The committee will make recommendations for salary adjustments based on market data, demographics, and University need (recruitment and retention). Should the committee recommend changes to adjust wages and Administration accepts the recommendation(s), the University will prepare a Letter of Understanding (LOU) to reflect and implement the amendments to the Classification Plan. The University will implement wage changes per the LOU within thirty (30) days of the signing of the LOU.

The parties agree that there are no side agreements, promises, or undertakings related to this Letter of Understanding other than those expressly and specifically stated herein.

FOR YSU ACE

FOR THE UNIVERSITY

\_\_\_\_\_  
Melanie Leonard  
ACE President

\_\_\_\_\_  
Kevin Kralj  
Director Labor and Employee Relations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RESOLUTION REGARDING TERMS AND CONDITIONS OF  
EMPLOYMENT FOR CLASSIFIED EMPLOYEES  
EXCLUDED FROM COLLECTIVE BARGAINING**

**WHEREAS**, the Board of Trustees ratified a collective bargaining Agreement with the Youngstown State University Association of Classified Employees (YSU-ACE) for the three-year period August 16, 2023 through August 15, 2026, 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 employees excluded from collective bargaining.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of Youngstown State University, that the following YSU-ACE collective bargaining agreement articles and/or sections be extended to classified employees who are excluded from collective bargaining:

1. Article 3 (Wages) with the exception of Section 3.6 (Distinguished Classified Civil Service Awards);
2. Article 11.1 (Holidays);
3. Article 15 (Leaves) with the exception of Section 15.18 (Emergency Sick Leave Reserve) and 15.20 (Emergency Service Leave);
4. Article 17 (Vacation) except to the extent it is inconsistent with the O.R.C. Sections 9.44 and 124.131 regarding computation of prior service credit;
5. Article 21 (Retirement/Resignation);
6. Article 22 (Insurance Benefits); and
7. Article 27 (Miscellaneous) with the exception of 27.5 (Staff Development).

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-22**



**RESOLUTION TO MODIFY  
HIRING AND SELECTION PROCESS, EVALUATION AND  
COMPENSATION FOR INTERCOLLEGIATE ATHLETIC COACHES  
POLICY, 3356-7-36**

**WHEREAS**, University Policies are being 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.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby approve the modification of the University Policy stated above and attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-23**

**3356-7-36 Hiring and selection process, evaluation and compensation for intercollegiate athletic coaches.**

Responsible Division/Office: Intercollegiate Athletics  
 Responsible Officer: President  
 Revision History: September 1999; September 2003;  
 November 2010; December 2012; April 2013;  
 June 2019; July 2023; September 2023  
 Board Committee: University Affairs  
**Effective Date: September 20, 2023**  
 Next Review: 2028

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- (A) Policy statement. Youngstown state university (university) seeks to attract and retain highly qualified and diverse intercollegiate athletic coaching staff. In achieving this goal, the university is committed to the principles of gender equity, equal opportunity, diversity, and merit in hiring and retaining coaches. To determine whether coaching salaries are competitive, the athletic department will utilize data from peer athletic institutions provided by the respective league/conference.
- (B) Purpose. To provide guidelines and processes necessary to meet the hiring, selection, evaluation, and compensation practices unique to intercollegiate coaches, including the necessity for expediency in the selection and hiring process.
- (C) Parameters.
- (1) Intercollegiate athletics coaches in all sports are in the university's professional/administrative staff category.
  - (2) Coaches may be issued an appointment with a sixty-day notice of termination clause, an appointment for multiple years with a sixty-day notice of termination clause, or when it is in the best interest of the university, the president, in consultation with the executive director of athletics, may issue an employment contract for multiple years.

- (3) Appointments and employment contracts for multiple years are contingent upon board of trustee approval; however, employees may begin employment prior to board approval.
  - (4) In the event that a multi-year appointment reaches the conclusion of the appointed term and an additional multi-year appointment is not considered, the appointment shall be determined to be a continuing appointment with no interruption in employment status and be subject to a sixty-day termination clause.
  - (5) The president will keep the board of trustees informed of negotiations involving employment contracts for multiple years.
- (D) Hiring and selection. The procedures that follow provide an overall structure for coaching positions selections. It is recognized that these procedures may need to be adjusted to accommodate a particular situation.
- (1) Advertising to fill athletic coaching positions of the university will be done in a manner that will provide an opportunity for a diverse pool of candidates.
  - (2) Openings for coaching positions will appear on the university's website and allow for the receipt of electronic applications for a minimum of seven calendar days.
  - (3) The athletic department may use search waivers for filling coaching positions when approved by the office of equal opportunity, policy development and title IX in accordance with rule 3356-2-04 of the Administrative Code (see university policy 3356-2-04 "Search waivers for hiring of faculty and professional - administrative staff"). However, when time and circumstances allow the university's search processes will be followed.
  - (4) Employment is contingent on acceptable background checks. The requirement for a background checks cannot be waived; however, background checks can be expedited at the request of the athletics department.
  - (5) The chief human resources officer will submit a summary of all filled coaching positions at the next regularly scheduled meeting.

(E) Evaluations.

- (1) The executive director of athletics, or designee, will annually evaluate all head coaches at the end of each season.
- (2) All head coaches will evaluate their assistant coaches at the end of each season and review these evaluations with the executive director of intercollegiate athletics, or designee.

(F) Salary adjustments.

- (1) Salary adjustments, including increases based on merit, may not exceed the resources allocated by the university to the athletic department budget.
- (2) Determinations regarding merit increases, if any, will be based on achievements, change in duties or responsibilities, and competitive or equity adjustments.
- (3) For sports that utilize assistant coaches, the head coach, in consultation with the executive director of athletics, has the authority to allocate funds budgeted for their assistant coaches at their discretion and within budgetary limitations at any point during the fiscal year.
- (4) Unsuccessful competitive performance may affect salary adjustments.
- (5) The executive director will recommend merit increase to the president for approval.

**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 June 22, 2023, meeting of the Board of Trustees; and

**WHEREAS**, such personnel actions are in accordance with the 2023-2024 Budget and with University policies 3356-2-02, Equal Opportunity and Affirmative Action Recruitment and Employment; 3356-9-05, Faculty Rank and Tenure for Designated Administrators; 3356-9-02, Selection, Appointment, and Annual Evaluation of Administrative Officers; 3356-7-42, Selection, Appointment, and Evaluation of Professional/Administrative Staff; 3356-7-43, Externally Funded University Positions; and 3356-7-36, Hiring and Selection Process, Evaluation and Compensation for Intercollegiate Athletic Coaches;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the personnel actions, attached hereto.

**Board of Trustees Meeting  
September 20, 2023  
YR 2024-24**



## **SUMMARY OF PERSONNEL ACTIONS**

### **Faculty**

**04/16/2023 through 7/15/2023**

#### **Separations – 29**

- Faculty Tenured – 21
- Faculty Tenure Track – 4
- Faculty Term – 4

#### **Position Adjustments – 6**

- Faculty Tenured – 6

**YOUNGSTOWN STATE UNIVERSITY**  
**FACULTY**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**SEPARATIONS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>DATE OF SEPARATION</b>	<b>FTE</b>	<b>SALARY</b>	<b>SEPARATION TYPE</b>
Aljarrah, Osama	Faculty -Tenure Track	Assistant Professor	Rayen School of Engineering	6/30/2023	1.00	\$ 74,460.00	Resignation
Amin, Isam	Faculty - Tenured	Professor	Physics, Astronomy, Geology & Environmental Studies	6/20/2023	1.00	\$ 86,920.22	Death
Ballone, Kimberly	Faculty - Tenured	Professor	Nursing	7/3/2023	1.00	\$ 92,339.61	VSRP
Benedict, James	Faculty - Tenured	Associate Professor	Graduate Studies in Health & Rehabilitation Sciences	5/22/2023	1.00	\$ 85,452.03	VSRP
Bosela, Theodore	Faculty - Tenured	Professor	School of Computer Science, Information, & Engineering Technology	5/22/2023	1.00	\$ 103,940.12	VSRP
Brady, Philip	Faculty - Tenured	Professor	English & World Languages	5/22/2023	1.00	\$ 98,791.18	VSRP
Byers, Alexis	Faculty -Tenure Track	Assistant Professor	Mathematics & Statistics	5/31/2023	1.00	\$ 59,718.96	Resignation
Carramusa, Cara	Faculty - Tenured	Associate Professor	Graduate Studies in Health & Rehabilitation Sciences	6/30/2023	1.00	\$ 76,195.00	Resignation
Denison, Maria	Faculty - Term	Senior Lecturer	Dana School of Music & University Theatre	7/14/2023	1.00	\$ 62,518.87	Resignation
Epler, Pam	Faculty - Tenure Track	Assistant Professor	Teacher Education & Leadership Studies	5/22/2023	1.00	\$ 57,908.66	VSRP
Flora, Stephen	Faculty - Tenured	Professor	Psychological Sciences & Counseling	5/22/2023	1.00	\$ 92,586.05	VSRP
Goldthwait, Richard	Faculty - Tenured	Assistant Professor	Mathematics & Statistics	7/3/2023	1.00	\$ 86,527.82	VSRP

**YOUNGSTOWN STATE UNIVERSITY**  
**FACULTY**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**SEPARATIONS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>DATE OF SEPARATION</b>	<b>FTE</b>	<b>SALARY</b>	<b>SEPARATION TYPE</b>
Gordiejew, Paul	Faculty - Tenured	Associate Professor	Humanities and Social Sciences	7/3/2023	1.00	\$ 77,981.19	VSRP
Graber, Stacy	Faculty - Tenured	Associate Professor	Teacher Education & Leadership Studies	5/22/2023	0.20	\$ 14,362.93	Resignation
Graber, Stacy	Faculty - Tenured	Associate Professor	English & World Languages	5/22/2023	0.80	\$ 57,451.72	Resignation
Julius, Hayden	Faculty - Term	Lecturer	Mathematics & Statistics	7/9/2023	1.00	\$ 48,960.00	Resignation
Lisko, Susan	Faculty - Tenured	Professor	Centofanti School of Nursing	5/22/2023	1.00	\$ 84,094.49	VSRP
Lorimer, Heather	Faculty - Tenured	Associate Professor	Chemical & Biological Sciences	5/22/2023	1.00	\$ 81,862.63	VSRP
Martin, John	Faculty - Tenured	Associate Professor	School of Computer Science, Information, & Engineering Technology	5/5/2023	1.00	\$ 72,974.70	Resignation
Mashiska, Shareece	Faculty - Term	Lecturer	Centofanti School of Nursing	5/24/2023	1.00	\$ 53,000.00	Resignation
Mazuroski, Matthew	Faculty - Tenured	Associate Professor	Dana School of Music & University Theatre	5/22/2023	1.00	\$ 73,252.48	VSRP
Mehri, Hojjat	Faculty - Tenured	Professor	Rayen School of Engineering	5/22/2023	1.00	\$ 139,925.84	VSRP
Olshanski, Nicole	Faculty - Tenured	Associate Professor	Centofanti School of Nursing	5/22/2023	1.00	\$ 65,584.74	Resignation
Root, Jena	Faculty - Tenured	Professor	Dana School of Music & University Theatre	5/22/2023	1.00	\$ 85,369.49	VSRP
Shaffer, Raymond	Faculty - Term	Assistant Professor	Lariccia School of Accounting & Finance	5/22/2023	1.00	\$ 85,292.28	Nonrenewal

**YOUNGSTOWN STATE UNIVERSITY  
FACULTY  
PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023  
SEPARATIONS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>DATE OF SEPARATION</b>	<b>FTE</b>	<b>SALARY</b>	<b>SEPARATION TYPE</b>
Umble, James	Faculty - Tenured	Professor	Dana School of Music & University Theatre	5/22/2023	1.00	\$ 101,258.09	VSRP
Wagner, Nancy	Faculty - Tenured	Professor	Nursing	6/30/2023	1.00	\$ 105,959.59	Retirement
Zhang, Rongyao	Faculty - Tenure Track	Assistant Professor	Lariccia School of Accounting & Finance	6/30/2023	1.00	\$ 120,000.00	Termination
Zhang, Yong	Faculty - Tenured	Associate Professor	School of Computer Science, Information, & Engineering Technology	5/11/2023	1.00	\$ 90,784.26	Death



**YOUNGSTOWN STATE UNIVERSITY**  
**FACULTY**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**POSITION ADJUSTMENTS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE/ PREVIOUS EMPLOYEE TYPE</b>	<b>NEW POSITION TITLE/ PREVIOUS POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>CONTRACT/ APPOINTMENT DATES</b>	<b>FTE</b>	<b>NEW SALARY</b>	<b>PREVIOUS SALARY</b>
Arslanyilmaz, Abdurrahman	Faculty -Tenured	Professor & Chair / Professor	Computer Science & Information Systems	7/1/2023	1.00	\$ 121,533.60	\$ 117,095.33
Blank, Sheila	Faculty -Tenured	Professor & Chair / Professor	Nursing	7/1/2023	1.00	\$ 91,838.52	\$ 70,406.52
Crawford, Amy	Faculty -Tenured	Professor/ Professor & Chair	Communication	7/1/2023	1.00	\$ 84,094.49	\$ 101,776.49
Cripe, M Kathleen	Faculty -Tenured	Professor & Chair / Associate Professor & Chair	Teacher Education	7/1/2023	1.00	\$ 106,414.08	\$ 99,527.18
Lease, Loren	Faculty -Tenured	Professor & Chair / Associate Professor & Chair	Humanities & Social Sciences	7/1/2023	1.00	\$ 102,319.33	\$ 95,414.68
Earnhardt, Marybeth	Faculty -Tenured	Professor & Chair / Professor	Communication	7/1/2023	1.00	\$ 104,708.38	\$ 85,776.38

**SUMMARY OF PERSONNEL ACTIONS**  
**Professional Administrative - (Excludes Athletics)**  
**04/16/2023 through 7/15/2023**

**Separations – 13**

- Professional Administrative Staff – 4
- Professional Administrative Excluded – 6
- Professional Administrative Externally Funded – 3

**Appointments – 16**

**Replacement Positions – 14**

- Professional Administrative Staff – 7
- Professional Administrative Excluded – 1
- Professional Administrative Externally Funded – 6

**New Positions – 2**

- Professional Administrative Externally Funded – 2

**Reclassifications/Position Adjustments – 6**

- Professional Administrative Staff – 2
- Professional Administrative Excluded – 3
- Professional Administrative Externally Funded – 1

**Promotions – 12**

- Professional Administrative Staff – 6
- Professional Administrative Excluded – 5
- Professional Administrative Externally Funded – 1

**Salary Adjustments – 14**

- Professional Administrative Staff – 12
- Professional Administrative Excluded – 1
- Professional Administrative Externally Funded – 1

**YOUNGSTOWN STATE UNIVERSITY  
PROFESSIONAL ADMINISTRATIVE  
PERSONNEL ACTIONS 04/16/2023 THROUGH 07/15/2023  
SEPARATIONS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>DATE OF SEPARATION</b>	<b>FTE</b>	<b>SALARY</b>	<b>SEPARATION TYPE</b>
Burdette, Kathleen	APAS	Coordinator Social Media & Communications	Marketing & Communications	7/7/2023	1.00	\$ 39,810.91	Resignation
Devenburgh, Carly	APAS	Assistant Director International Student Services	International Programs Office	7/4/2023	1.00	\$ 63,917.47	Resignation
Fetty, Katie	APAS	Success Coordinator	Dean Bitonte College Health & Human	5/5/2023	1.00	\$ 45,500.00	Resignation
Fitzpatrick, Ryan	APAS	Coordinator Theater Production	Theater and Dance	7/15/2023	1.00	\$ 47,792.09	Resignation
Cole, Ronald	Excluded	Director and Assistant to Board Secretary	Marketing & Communications	4/21/2023	1.00	\$ 82,906.06	Retirement
Kravitz, Cynthia	Excluded	AVP and CHRO	Office of Human Resources	5/31/2023	1.00	\$ 153,120.87	Retirement
Lamb, Carol	Excluded	Interim Associate Dean	Dean - STEM	6/30/2023	1.00	\$ 125,000.00	Retirement
Pascarella, Anna	Excluded	Manager Delivery & Printing Services	Delivery Services	5/31/2023	1.00	\$ 70,585.35	Retirement
Pieren, Jennifer	Excluded	Program Administrator	Health Professions	5/7/2023	1.00	\$ 76,500.00	Resignation
Rager, Lexi	Excluded	Associate Director	Honors College	5/5/2023	1.00	\$ 48,363.00	Resignation
Giamboi, Julia	Externally Funded	Instruction Specialist	Rich Center for Autism	6/30/2023	1.00	\$ 22,175.00	Resignation
Johnson, Phyllis	Externally Funded	University Partnership Program Coordinator	Social Work	7/5/2023	0.50	\$ 37,424.82	Retirement
Smith, Ashley	Externally Funded	School Nurse	Rich Center for Autism	6/30/2023	0.40	\$ 18,082.99	Resignation

**YOUNGSTOWN STATE UNIVERSITY  
PROFESSIONAL ADMINISTRATIVE  
PERSONNEL ACTIONS 04/16/2023 THROUGH 07/15/2023  
APPOINTMENTS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>CONTRACT/ APPOINTMENT DATES</b>	<b>FTE</b>	<b>SALARY</b>
Hay, Chauncey	APAS	Coordinator, Studio Art Support	Art	6/5/2023	1.00	\$50,000.00
Hearn, Jonathan	APAS	Academic Advisor 1	Dean - STEM	6/1/2023	1.00	\$38,000.00
Hettinger, Christopher	APAS	Coordinator Competitive Sports and Summer Camps	Club Sports	6/5/2023	1.00	\$41,000.00
Kleemook, Justin	APAS	Coordinator	Dean - STEM	6/1/2023	1.00	\$43,000.00
Maruca, Susan	APAS	Interim Success Coordinator	Dean HHS	5/16/2023	1.00	\$45,600.00
Thomas, Brittany	APAS	Academic Advisor 2	Dean BCLASSE	5/8/2023	1.00	\$42,000.00
Waltman, Stephanie	APAS	Program Coordinator Admissions and Recruitment	Dean Cliffe College of Creative Arts	6/16/2023	1.00	\$53,000.00
Hartman, Bryn	Excluded	Interim Program Administrator Dental Hygiene	Health Professions	5/24/2023	1.00	\$58,000.00
Downey, Sherri*	Externally Funded	Program Manager - Workforce Education Information Technology	Center for Workforce Education & Innovation	7/5/2023	1.00	\$80,000.00
Faulkner, Monique	Externally Funded	Instruction Specialist	Rich Center for Autism	4/17/2023	1.00	\$25,000.00
Garcia, Frank	Externally Funded	Program Manager - WT Advanced Manufacturing Robotics & Automation	Center for Workforce Education & Innovation	6/16/2023	1.00	\$87,000.00
Lander, Natalie	Externally Funded	Instructor Networking & Telecommunications	Center for Workforce Education & Innovation	7/5/2023	1.00	\$75,000.00
Micco, Abby	Externally Funded	School Nurse	Rich Center for Autism	6/12/2023	1.00	\$52,000.00
Perricellia, Kristie	Externally Funded	Coordinator University Partnership Program	Social Work	7/5/2023	1.00	\$49,000.00
Walker, Sydney	Externally Funded	Instruction Specialist	Rich Center for Autism	7/5/2023	1.00	\$22,175.00
Lawson, Benjamin*	Externally Funded	Coordinator Skill Acquisition & Strategy Laboratory	Psychology	4/18/2023	0.50	\$18,000.00
<i>* New Positions</i>						

**YOUNGSTOWN STATE UNIVERSITY  
PROFESSIONAL ADMINISTRATIVE  
PERSONNEL ACTIONS 04/16/2023 THROUGH 07/15/2023  
RECLASSIFICATIONS/POSITION ADJUSTMENTS**

<b>EMPLOYEE NAME</b>	<b>NEW EMPLOYEE TYPE / PREVIOUS EMPLOYEE TYPE</b>	<b>NEW POSITION TITLE/ PREVIOUS POSITION TITLE</b>	<b>NEW DEPARTMENT/ PREVIOUS DEPARTMENT</b>	<b>CONTRACT/ APPOINTMENT DATES</b>	<b>FTE</b>	<b>NEW SALARY</b>	<b>PREVIOUS SALARY</b>
Lujan, Jaesson	APAS	Assistant Director / Coordinator	Veterans Affairs	6/16/2023	1.00	\$47,287.33	\$45,035.55
Phillips, Desja	APAS	Senior Academic Advisor 1 / Academic Advisor 2	Dean Bitonte College Health & Human Services	5/1/2023	1.00	\$42,767.00	\$37,932.78
Lantz, Dana	Excluded	Executive Director Equal Opportunity & Human Resources /Director Equal Opportunity & Policy Development	Office of Human Resources	6/1/2023	1.00	\$122,000.00	\$104,492.88
Lewis-Aey, Jennifer	Excluded	Executive Director Human Resources and CHRO/Executive Director Human Resources Operations	Office of Human Resources	6/1/2023	1.00	\$122,000.00	\$108,706.50
Sanders, Charles	Excluded	Associate Director Systems Support Services/Manager Admissions Support Services	Undergraduate Admissions	6/16/2023	1.00	\$70,000.00	\$56,337.93
Leeworthy, Jason	Externally Funded	Manager Systems Operations / Systems Administrator	Center for Workforce Education & Innovation	6/1/2023	1.00	\$60,000.00	\$48,000.00

**YOUNGSTOWN STATE UNIVERSITY  
PROFESSIONAL ADMINISTRATIVE  
PERSONNEL ACTIONS 04/16/2023 THROUGH 07/15/2023  
PROMOTIONS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE / PREVIOUS EMPLOYEE TYPE</b>	<b>NEW POSITION TITLE / PREVIOUS POSITION TITLE</b>	<b>NEW DEPARTMENT/ PREVIOUS DEPARTMENT</b>	<b>CONTRACT APPOINTMENT DATES</b>	<b>FTE</b>	<b>NEW SALARY</b>	<b>PREVIOUS SALARY</b>
Austin, Nikeesha	APAS	Senior Academic Advisor 1/ Academic Advisor 2	Dean - WCBA	6/1/2023	1.00	\$48,000.00	\$39,907.30
Clyde, Carrie	APAS	Assistant Director Honors College/ Learning & Development Administrator	Honors College/ Human Resources	6/16/2023	1.00	\$56,794.00	\$56,616.52
Kostantas, Amalia	APAS / ACE	Counselor Penguin Service Center/Academic Operations Specialist 2	Registration & Records / Psychological Sciences & Counseling	7/1/2023	1.00	\$43,598.88	\$36,753.60
Reardon, Amanda	APAS	Buyer/ Coordinator	Procurement Services/ Andrews Student Recreation & Wellness Center	5/1/2023	1.00	\$48,500.00	\$42,325.53
Thompson, Kimberly	APAS	Assistant Director Federal Programs/ Senior Counselor Financial Aid	Financial Aid and Scholarships	5/1/2023	1.00	\$45,000.00	\$41,316.03
Warren, Colleen	APAS / ACE	Counselor Penguin Service Center/Customer Service Assistant 2	Registration & Records / Undergraduate Admissions	7/1/2023	1.00	\$43,598.88	\$37,336.00
Egleton, Tysa	Excluded	University Registrar / Interim University Registrar	Registration & Records	7/1/2023	1.00	\$95,735.16	\$90,154.00
Hans, Tiffany	Excluded / Classified Excluded	Interim Manager Delivery Services/Receiving & Distribution Supervisor	Delivery Services	6/16/2023	1.00	\$51,000.00	\$37,939.20

**YOUNGSTOWN STATE UNIVERSITY  
PROFESSIONAL ADMINISTRATIVE  
PERSONNEL ACTIONS 04/16/2023 THROUGH 07/15/2023  
PROMOTIONS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE / PREVIOUS EMPLOYEE TYPE</b>	<b>NEW POSITION TITLE / PREVIOUS POSITION TITLE</b>	<b>NEW DEPARTMENT / PREVIOUS DEPARTMENT</b>	<b>CONTRACT APPOINTMENT DATES</b>	<b>FTE</b>	<b>NEW SALARY</b>	<b>PREVIOUS SALARY</b>
Kucharski, Debora	Excluded	Director Undergraduate Advising/Interim Director	Dean - STEM	7/1/2023	1.00	\$71,400.00	\$57,043.56
Rose, Rebecca	Excluded / APAS	Director Marketing & Communications/Assistant Director	Marketing & Communications	6/1/2023	1.00	\$82,906.00	\$56,054.15
Theiss, Ian	Excluded / APAS	Manager Campus Technology Support/Assistant Director Retail Operations	IT Customer Services / Kilcawley Center	6/16/2023	1.00	\$70,000.00	\$45,900.00
Cianciola, Elizabeth	Externally Funded	Director Office of Community Engagement/Interim Director	Community Engagement	7/1/2023	1.00	\$69,615.00	\$60,000.00

**YOUNGSTOWN STATE UNIVERSITY  
PROFESSIONAL ADMINISTRATIVE  
PERSONNEL ACTIONS 04/16/2023 THROUGH 07/15/2023  
SALARY ADJUSTMENTS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>CONTRACT / APPOINTMENT DATES</b>	<b>NEW FTE</b>	<b>NEW SALARY</b>	<b>OLD FTE</b>	<b>PREVIOUS SALARY</b>
Bridge, Thomas	APAS	Network Architect	IT Infrastructure Services	4/16/2023	1.00	\$ 95,579.32	1.00	\$91,027.92
DeLucia, Angela	APAS	Assistant to Director	McDonough Museum	5/16/2023	0.68	\$ 28,760.27	1.00	\$42,291.41
DeLucia, Angela	APAS	Assistant to Director	McDonough Museum	6/1/2023	0.74	\$ 31,297.66	0.68	\$28,760.27
DeLucia, Angela	APAS	Assistant to Director	McDonough Museum	6/16/2023	0.88	\$ 37,216.59	0.74	\$31,297.66
DeLucia, Angela	APAS	Assistant to Director	McDonough Museum	7/1/2023	1.00	\$ 43,137.19	0.88	\$37,216.59
Evans, Troy	APAS	Systems Architect	IT Infrastructure Services	4/16/2023	1.00	\$ 93,025.53	1.00	\$88,595.74
Forchione, Robert	APAS	Software Integration Engineer	IT Application Services	6/1/2023	0.60	\$ 47,493.51	1.00	\$79,155.85
Hinebaugh, Lorraine	APAS	Software Integration Architect	IT Application Services	4/16/2023	1.00	\$ 97,251.82	1.00	\$92,620.78
McCurry, Rebecca	APAS	Counselor Penguin Service Center	Registration & Records	5/16/2023	1.00	\$ 43,244.00	1.00	\$42,744.60
Reardon, Amanda	APAS	Coordinator	Andrews Student Recr & Wellness Ctr	4/16/2023	1.00	\$ 42,325.23	1.00	\$41,825.23
Ware, Johnny	APAS	Coordinator	Honors College	6/1/2023	1.00	\$ 40,876.70	1.00	\$40,376.70
Zupcsan, Michael	APAS	IT Customer Services Architect	IT Customer Services	4/16/2023	1.00	\$ 91,867.86	1.00	\$87,493.20
Benson, James	Excluded / APAS	Intermittent Systems Librarian PT/ Temp Systems Librarian PT	Maag Library	5/1/2023	0.25	\$ 16,264.06	0.25	\$16,264.06
Smith, Ashley	Externally Funded	School Nurse	Rich Center for Autism	4/16/2023	0.40	\$ 18,082.99	0.80	\$36,165.97





**SUMMARY OF PERSONNEL ACTIONS**  
**Athletic Employees**  
**04/16/2023 through 7/15/2023**

**Separations – 1**

- Professional Administrative Excluded – 1

**Appointments – 4**

**Replacement Positions – 3**

- Professional Administrative – 1
- Professional Administrative Excluded – 1
- Professional Administrative Externally Funded – 1

**New Positions – 1**

- Professional Administrative Excluded – 1

**Salary Adjustments – 11**

- Professional Administrative Excluded – 11

**Reclassification/Position Adjustments – 2**

- Professional Administrative – 1
- Professional Administrative Excluded – 1

**Promotions – 3**

- Professional Administrative Excluded – 3

**Multi-Year Appointments – 1**

- Professional Administrative Excluded – 1

**YOUNGSTOWN STATE UNIVERSITY**  
**ATHLETICS EMPLOYEES**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**SEPARATIONS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>DATE OF SEPARATION</b>	<b>FTE</b>	<b>SALARY</b>	<b>TYPE OF SEPARATION</b>
Clarkson, Kendall	Excluded	Head Coach Women's Lacrosse	Athletics	5/14/2023	1.00	\$63,360.36	60 Day Notice

**YOUNGSTOWN STATE UNIVERSITY**  
**ATHLETICS EMPLOYEES**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**APPOINTMENTS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>CONTRACT/ APPOINTMENT DATES</b>	<b>FTE</b>	<b>SALARY</b>
Slepski, Matthew	APAS	Coordinator - Athletic Facility Operations	Athletic Facilities Rental	4/17/2023	1.00	\$40,000.00
Lundgren, Keith	Excluded	Assistant Coach	Volleyball	6/1/2023	1.00	\$35,000.00
Nolfi, Rocco*	Excluded	Special Assistant to the Executive Director of Athletics	Athletic Administration	7/5/2023	1.00	\$35,568.00
McFadden, Colten	Externally Funded	Assistant Director Athletic Sales and Development	Athletic Administration	4/17/2023	1.00	\$47,500.00
<i>*New Position</i>						

**YOUNGSTOWN STATE UNIVERSITY**  
**ATHLETICS EMPLOYEES**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**SALARY ADJUSTMENTS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>CONTRACT/ APPOINTMENT DATES</b>	<b>NEW FTE</b>	<b>NEW SALARY</b>	<b>OLD FTE</b>	<b>PREVIOUS SALARY</b>
Echevarria, Jesus	Excluded	Associate Head Coach	Volleyball	7/1/2023	1.00	\$56,100.00	1.00	\$50,000.00
Gorby, Brian	Excluded	Head Coach Track and Cross Country	Track - Men's	7/1/2023	1.00	\$74,969.98	1.00	\$71,359.20
Green, Joshua	Excluded	Assistant Coach Soccer	Soccer - Women's	7/1/2023	1.00	\$48,615.89	1.00	\$42,662.64
Hernandez, Ulises	Excluded	Head Coach Men's Tennis	Tennis - Men's	7/1/2023	1.00	\$42,923.74	1.00	\$41,256.96
Kuberski, Douglas	Excluded	Head Coach Bowling	Women's Bowling	7/1/2023	1.00	\$48,955.52	1.00	\$46,597.68
Markota, Michelle	Excluded	Co-Head Coach Cheerleading	Cheerleaders	4/16/2023	0.50	\$12,454.13	0.48	\$11,830.44
Morales, Arnaldo	Excluded	Assistant Coach Track and Field	Track - Men's	7/1/2023	1.00	\$44,313.31	1.00	\$42,179.04
Schneider, Jennifer	Excluded	Co-Head Coach Cheerleading	Cheerleaders	4/16/2023	0.50	\$12,454.13	0.48	\$11,598.47
Shrum, Brian	Excluded	Head Coach Soccer	Soccer - Women's	7/1/2023	1.00	\$71,420.55	1.00	\$69,326.80
Sopel, Mickael	Excluded	Head Coach Women's Tennis	Tennis - Women's	7/1/2023	1.00	\$58,723.34	1.00	\$55,894.98
Tomei, Megan	Excluded	Assistant Coach Track Field Throws	Track - Women's	7/1/2023	1.00	\$47,547.30	1.00	\$45,257.40

**YOUNGSTOWN STATE UNIVERSITY**  
**ATHLETIC EMPLOYEES**  
**PERSONNEL ACTIONS 04/16/2023 THROUGH 07/15/2023**  
**RECLASSIFICATIONS/POSITION ADJUSTMENTS**

<b>EMPLOYEE NAME</b>	<b>NEW EMPLOYEE TYPE / OLD EMPLOYEE TYPE</b>	<b>NEW POSITION TITLE / OLD POSITION TITLE</b>	<b>NEW DEPARTMENT / OLD DEPARTMENT</b>	<b>CONTRACT/ APPOINTMENT DATES</b>	<b>NEW FTE / OLD FTE</b>	<b>NEW SALARY</b>	<b>PREVIOUS SALARY</b>
Gallo, Timothy	APAS	University Sports Equipment Manager / Assistant Equipment Manager	Equipment Room	5/16/2023	1.00	\$ 52,600.48	\$ 45,739.55
Kotulock, Halle	Excluded	Assistant Coach/ Interim Head Coach	Lacrosse - Women's	7/16/2023	1.00	\$ 35,000.00	\$ 51,000.00

**YOUNGSTOWN STATE UNIVERSITY**  
**ATHLETICS EMPLOYEES**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**PROMOTIONS**

<b>EMPLOYEE NAME</b>	<b>NEW EMPLOYEE TYPE / OLD EMPLOYEE TYPE</b>	<b>NEW POSITION TITLE / OLD POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>CONTRACT / APPOINTMENT DATES</b>	<b>FTE</b>	<b>NEW SALARY</b>	<b>PREVIOUS SALARY</b>
Schmidt, Robert	Excluded	Associate Athletics Director of Corporate Sponsorship & Athletic Marketing / Assistant Director Athletic Marketing & Promotions	Ticket Office	6/1/2023	1.00	\$ 71,000.00	\$ 66,734.68
Sumner, Chris	Excluded	Assistant Athletics Director of Corporate Sponsorship & Athletic Marketing / Assistant Director Athletic Sales & Events	Ticket Office	6/1/2023	1.00	\$ 65,000.00	\$ 54,504.76
Vargo, John	Excluded / APAS	Manager Corporate Hospitality & Group Sales / Coordinator Sales & Promotions	Ticket Office	6/1/2023	1.00	\$ 48,195.00	\$ 45,900.00

**YOUNGSTOWN STATE UNIVERSITY**  
**ATHLETICS EMPLOYEES**  
**PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023**  
**MULTI YEAR CONTRACTS**

<b>EMPLOYEE NAME</b>	<b>EMPLOYEE TYPE</b>	<b>POSITION TITLE</b>	<b>DEPARTMENT</b>	<b>CONTRACT/ APPOINTMENT DATES</b>	<b>NEW FTE</b>	<b>NEW SALARY</b>	<b>PREVIOUS SALARY</b>
Calhoun, Jerrod	Excluded	Head Coach Men's Basketball	Basketball - Men's	4/1/2023 - 4/30/2028	1.00	\$ 300,000.00	\$ 213,847.43



## RENEWING THE PLAN FOR STRATEGIC ACTIONS TO TAKE CHARGE OF OUR FUTURE

**WHEREAS**, the *Plan for Strategic Actions to Take Charge of Our Future* (“Plan”) was endorsed by the Board of Trustees of Youngstown State University (“YSU or University”) in June 2020;

**WHEREAS**, leadership proposed and the Board agreed that substantial progress has been made implementing the Plan, and that the Plan should be renewed and presented to the Board in September 2023;

**WHEREAS**, with the vice presidents as sponsors, five working groups, each convened by a member of leadership and a dean with five to six members, met frequently to evolve renewed goals and/or strategies for the Plan;

**WHEREAS**, the working groups were Sustainability, Academic Portfolio Design, Student Success, Marketing & Communication, and Community & Workforce with each working group proposing five high-priority strategies to integrate into a renewed Plan;

**WHEREAS**, a substantially adjusted DRAFT Plan was reviewed with input provided via the Academic Senate and via faculty through chairpersons of departments.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees endorses the Plan as presented and that is attached as a component of this Resolution;

**BE IT ALSO RESOLVED**, that the Board understands such a Plan is a working document and may be adjusted over time and the progress on implementing the Plan will occur via appropriate future committee meetings or meetings of the Board.

Board of Trustees  
Meeting September 20, 2023  
YR 2024 - 25





**RESOLUTION RELATED TO THE YSU FUTURE STATE: CRAFTING A  
SUSTAINABLE FUTURE IN CONSIDERATION OF THE FALL 2023 14<sup>TH</sup>-DAY  
ENROLLMENT REPORT, ENROLLMENT TRENDS, AND OTHER PERTINENT  
FACTORS**

**WHEREAS**, after significant campus involvement in the process, the Board of Trustees in June 2020 endorsed and in September 2023 renewed the Plan for Strategic Actions to Take Charge of Our Future (“Plan”);

**WHEREAS**, the Board via various Resolutions and via topics of discussion has consistently stressed the importance of tailoring the academic portfolio in consideration of serving the region and beyond, including the accountability structures currently in place and that are emerging regarding state and federal support of higher education;

**WHEREAS**, while academic excellence and student success are foundational to the success of the university, athletics and the physical environment are important assets associated with the viability and vitality of the university, as previously resolved during the development of the Plan and via BOT Bylaws related to the governing of athletics;

**WHEREAS**, the Board endorsed a Resolution\* related to resources stating that, “...investment in ongoing commitments to personnel and the physical environment, without net new revenue, requires the reallocation of current resources, meaning if compensation increases, there will be cascading implications...”;

**WHEREAS**, the Board has engaged the YSU community in Future State Conversations considering a sustainable future related to the inextricable interactions of academic vitality, enrollment, and sustainability;

**WHEREAS**, the Board considered a Report regarding the 14<sup>th</sup>-day Preliminary Enrollment Report for fall 2023 (attached), as identified in Article 13 of the [Collective Bargaining Agreement](#) with the Youngstown State University Chapter of the Ohio Education Association.

**NOW THEREFORE, BE IT RESOLVED** that in consideration of the 14<sup>th</sup>-day Preliminary Enrollment Report indicating a decline in enrollment in Fall 2023, the decreased enrollment in previous years and potentially, even with 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 continues to expect progress be made on the expectations expressed in the Resolutions related to the Fall 2022 and Fall 2021 14<sup>th</sup>-day Preliminary

Enrollment Reports (attached), particularly related to establishing clear expectations and actionable timelines related to assuring an academic portfolio for which there is sustainable and increased market share;

**BE IT ALSO RESOLVED**, the Board has confidence in administration to take appropriate actions to optimize the academic portfolio and thereby contribute to the sustainable prosperity of Youngstown State University;

**IT IS ALSO RESOLVED**, the leadership team will present a framework for a Plan for Strategic Academic Actions at the Governance Committee meeting in December, 2023.

Board of Trustees  
September 20, 2023  
**YR 2024- 26**

**YOUNGSTOWN STATE UNIVERSITY  
PRELIMINARY ENROLLMENT SUMMARY  
14TH DAY**

Fall 2023

September 13, 2023

**HEADCOUNT STATISTICS**

	F a l l 2 0 2 1			F a l l 2 0 2 2			F a l l 2 0 2 3			% PREVIOUS YEAR	3-Year Average
	Undergrad	Grad	TOTAL	Undergrad	Grad	TOTAL	Undergrad	Grad	TOTAL		
Beeghly College of Lib Arts, Soc Sci & Educ.	2,232	543	2,775	2,211	573	2,784	1,949	644	2,593	93.1	2,717
Bitonte College of Health & Human Svc.	2,237	616	2,853	2,079	725	2,804	2,069	754	2,823	100.7	2,827
Cliffe College of Creative Arts	451	19	470	428	26	454	447	27	474	104.4	466
Science, Technology, Engineering & Math	2,545	152	2,697	2,371	265	2,636	2,312	488	2,800	106.2	2,711
Williamson College of Business Administration	1,570	516	2,086	1,478	555	2,033	1,525	585	2,110	103.8	2,076
Student Success (Exploratory Majors)	412		412	353		353	190		190	53.8	318
College of Graduate Studies~ (Non Degree)		5	5		8	8		3	3	37.5	5
<b>University Total</b>	<b>9,447</b>	<b>1,851</b>	<b>11,298</b>	<b>8,920</b>	<b>2,152</b>	<b>11,072</b>	<b>8,492</b>	<b>2,501</b>	<b>10,993</b>	<b>99.3</b>	<b>11,121</b>
All terms reflect the 2020-2021 college reorganizations.											
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
<b>First-Time Undergraduates<sup>1</sup></b>	717	869	1,586	691	871	1,562	753	824	1,577	101.0	1,575
Freshmen	356	364	720	350	304	654	362	322	684	104.6	686
Sophomore	747	914	1,661	719	830	1,549	655	715	1,370	88.4	1,527
Junior	835	970	1,805	706	875	1,581	694	842	1,536	97.2	1,641
Senior	1,124	1,467	2,591	1,067	1,389	2,456	982	1,240	2,222	90.5	2,423
*Not Classified Undergraduates	396	688	1,084	453	665	1,118	483	620	1,103	98.7	1,102
<b>Undergraduate Total</b>	<b>4,175</b>	<b>5,272</b>	<b>9,447</b>	<b>3,986</b>	<b>4,934</b>	<b>8,920</b>	<b>3,929</b>	<b>4,563</b>	<b>8,492</b>	<b>95.2</b>	<b>8,953</b>
<b>Graduate</b>	548	1,071	1,619	715	1,133	1,848	874	1,261	2,135	115.5	1,867
*Grads with <= 34 Semester Hours Completed	3	9	12	4	6	10	1	7	8	80.0	10
*Grads > than 34 Semester Hours Completed	0	0	0	0	0	0		1	1	N/A	0
Professional	52	93	145	55	112	167	73	103	176	105.4	163
Doctorate	31	44	75	53	74	127	72	109	181	142.5	128
<b>Graduate~ Total</b>	<b>634</b>	<b>1,217</b>	<b>1,851</b>	<b>827</b>	<b>1,325</b>	<b>2,152</b>	<b>1,020</b>	<b>1,481</b>	<b>2,501</b>	<b>116.2</b>	<b>2,168</b>
<b>University Total</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>4,813</b>	<b>6,259</b>	<b>11,072</b>	<b>4,949</b>	<b>6,044</b>	<b>10,993</b>	<b>99.3</b>	<b>11,121</b>
<b>YSU's Full-Time-Equivalent (FTE)</b>	-----		<b>9,031</b>	-----		<b>8,673</b>	-----		<b>8,474</b>	<b>97.7</b>	<b>8,726</b>

\* 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.

<sup>1</sup> 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**

	F a l l 2 0 2 1			F a l l 2 0 2 2			F a l l 2 0 2 3			% PREVIOUS YEAR	3-Year Average
	Full-Time*	Part-Time	TOTAL	Full-Time	Part-Time	TOTAL	Full-Time	Part-Time	TOTAL		
In State~	7,153	2,142	9,295	6,775	2,141	8,916	6,372	2,153	8,525	95.6	8,912
Out of State	1,810	193	2,003	1,951	205	2,156	2,244	224	2,468	114.5	2,209
<b>Total</b>	<b>8,963</b>	<b>2,335</b>	<b>11,298</b>	<b>8,726</b>	<b>2,346</b>	<b>11,072</b>	<b>8,616</b>	<b>2,377</b>	<b>10,993</b>	<b>99.3</b>	<b>11,121</b>
<b>%</b>	79.3	20.7	100	78.8	21.2	100	78.4	21.6	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**

Fall 2023

September 13, 2023

**STUDENT ADMISSION STATUS**

	F a l l 2 0 2 1			F a l l 2 0 2 2			F a l l 2 0 2 3			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
<b>Undergraduate</b>											
Continuing	2,851	3,407	6,258	2,637	3,081	5,718	2,469	2,862	5,331	93.2	5,769
First Time in College after HS Graduation <sup>2</sup>											
International	17	26	43	76	74	150	107	101	208	138.7	134
Domestic	700	843	1,543	615	797	1,412	646	723	1,369	97.0	1,441
Former Transfer	12	33	45	10	28	38	17	17	34	89.5	39
High School (CCP + Early College)	388	679	1,067	446	649	1,095	471	608	1,079	98.5	1,080
New Transfer	137	205	342	127	189	316	138	169	307	97.2	322
Non-Matriculation	6	3	9	3	5	8	4	7	11	137.5	9
Readmitted (Former YSU)	62	69	131	69	100	169	70	71	141	83.4	147
Reinstated	0	1	1	0	0	0	0	0	0	0.0	0
Transient & Former Transient	2	6	8	3	9	12	5	4	9	75.0	10
Special	0	0	0	0	2	2	2	1	3	150.0	2
<b>Total Undergraduates</b>	<b>4,175</b>	<b>5,272</b>	<b>9,447</b>	<b>3,986</b>	<b>4,934</b>	<b>8,920</b>	<b>3,929</b>	<b>4,563</b>	<b>8,492</b>	<b>95.2</b>	<b>8,953</b>
<b>Graduate</b>											
Continuing	446	872	1,318	541	971	1,512	687	1,061	1,748	115.6	1,526
First Time Graduate**	172	319	491	249	292	541	299	344	643	118.9	558
Non-Matriculation Graduate	11	16	27	21	46	67	20	61	81	120.9	58
Readmitted (Former YSU-Grad)	3	4	7	15	13	28	11	13	24	85.7	20
Readmitted Non Matric-Grad	2	4	6	0	3	3	0	1	1	33.3	3
Readmitted (Former YSU)	0	2	2	1	0	1	3	1	4	400.0	2
<b>Total Graduates</b>	<b>634</b>	<b>1,217</b>	<b>1,851</b>	<b>827</b>	<b>1,325</b>	<b>2,152</b>	<b>1,020</b>	<b>1,481</b>	<b>2,501</b>	<b>116.2</b>	<b>2,168</b>
<b>Grand Total</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>4,813</b>	<b>6,259</b>	<b>11,072</b>	<b>4,949</b>	<b>6,044</b>	<b>10,993</b>	<b>99.3</b>	<b>11,121</b>

<sup>2</sup> 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**

	F a l l 2 0 2 1			F a l l 2 0 2 2			F a l l 2 0 2 3			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
Academic Online Partnerships	331	690	1,021	390	781	1,171	334	793	1,127	96.2	1,106
Youngstown Online Programs	3	2	5	1	1	2	0	0	0	N/A	2
College Credit Plus	303	500	803	376	506	882	379	457	836	94.8	840
Early College	85	179	264	70	143	213	92	151	243	114.1	240
First-Generation Undergraduates	1,788	2,641	4,429	1,758	2,502	4,260	1,704	2,272	3,976	93.3	4,222
Honors/Scholars	505	664	1,169	552	692	1,244	616	684	1,300	104.5	1,238
Study Abroad (Full Term)	0	0	0	2	4	6	3	2	5	83.3	4
Under 25 Years Old (excluding HS stdts)	3,542	4,308	7,850	3,414	4,089	7,503	3,392	3,822	7,214	96.1	7,522
25 Years of Age or Older	879	1,502	2,381	953	1,519	2,472	1,082	1,613	2,695	109.0	2,516

**YOUNGSTOWN STATE UNIVERSITY  
PRELIMINARY ENROLLMENT SUMMARY  
14TH DAY**

Fall 2023

September 13, 2023

**RACIAL/ETHNIC BACKGROUND**

	F a l l 2 0 2 1			F a l l 2 0 2 2			F a l l 2 0 2 3			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
American Indian/Alaskan Native	4	11	15	6	9	15	7	15	22	146.7	17
Asian	69	87	156	77	96	173	85	89	174	100.6	168
Black/African American	343	598	941	318	578	896	339	553	892	99.6	910
Hawaiian/Pacific Islander	0	3	3	1	5	6		3	3	50.0	4
Hispanic/Latinx	220	295	515	207	290	497	223	277	500	100.6	504
<b>Minorities</b>	<b>636</b>	<b>994</b>	<b>1,630</b>	<b>609</b>	<b>978</b>	<b>1,587</b>	<b>654</b>	<b>937</b>	<b>1,591</b>	<b>100.3</b>	<b>1,603</b>
White	3,632	4,907	8,539	3,532	4,617	8,149	3,367	4,293	7,660	94.0	8,116
Multi-Racial	155	229	384	146	221	367	153	215	368	100.3	373
International	189	151	340	311	250	561	562	391	953	169.9	618
Unspecified	197	208	405	215	193	408	213	208	421	103.2	411
<b>TOTAL</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>4,813</b>	<b>6,259</b>	<b>11,072</b>	<b>4,949</b>	<b>6,044</b>	<b>10,993</b>	<b>99.3</b>	<b>11,121</b>

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 - Fall Terms**

YEAR	Total Headcount	Y S U ' s F T E				FTE % OF HEADCOUNT
		Undergrad	Graduate	Total		
2014	12,551	9,499	+ 650	= 10,149	80.9	
2015	12,471	9,342	+ 692	= 10,034	80.5	
2016	12,756	9,640	+ 749	= 10,389	81.4	
2017	12,644	9,722	+ 710	= 10,432	82.5	
2018	12,696	9,901	+ 665	= 10,566	83.2	
2019	12,155	9,519	+ 666	= 10,185	83.8	
2020	11,788	8,975	+ 764	= 9,739	82.6	
2021	11,298	8,052	+ 979	= 9,031	79.9	
2022	11,072	7,568	+ 1,105	= 8,673	78.3	
2023	10,993	7,206	+ 1,267	= 8,474	77.1	

YSU's Full-Time-Equivalent (FTE) = **Student** credit hours by rank of student (undergraduate vs. graduate) divided by **15**.

**SUBSIDY-MODEL FTE STATISTICS**

F a l l 2 0 2 3

ODHE Full-Time Equivalent (FTE) is based on completed course credit hours divided by 30\*\*

Beeghly College of Lib Arts, Soc Sci & Educ.	369.8	453.4	222.5	53.6	1099.3
Bitonte College of Health & Human Svc.	-	361.5	460.3	23.9	845.7
Cliffe College of Creative Arts	234.4	9.6	-	-	244.0
Science, Technology, Engineering & Math	-	41.8	1187.6	2.3	1231.7
Sokolov Honors College	4.2	14.0	-	-	18.2
Williamson College of Business Administration	172.6	571.0	7.5	-	751.1
Student Success	-	46.8	-	-	46.8
<b>TOTAL</b>	<b>781.0</b>	<b>1498.1</b>	<b>1877.9</b>	<b>79.8</b>	<b>4236.8</b>

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	Fall Term		
	2021	2022	2023

Instructional Fee, Undergraduate <sup>1</sup>	7,666.1	7,177.0	6,825.1
Instructional Fee, Graduate	815.4	907.3	1,043.1
Instructional Fee, Doctoral	163.3	197.8	224.2
Penguin Tuition Promise <sup>1</sup> 2018-19	1,457.9	626.3	43.2
Penguin Tuition Promise <sup>1</sup> 2019-20	1,642.9	1,245.7	666.9
Penguin Tuition Promise <sup>1</sup> 2020-21	1,823.1	1,492.3	1,132.0
Penguin Tuition Promise <sup>1</sup> 2021-22	1,887.1	1,704.4	1,384.3
Penguin Tuition Promise <sup>1</sup> 2022-23	N/A	1,830.3	1,648.6
Penguin Tuition Promise <sup>1</sup> 2023-24	N/A	N/A	1,812.5
College Credit Plus (Total) <sup>2</sup>	260.1	290.1	275.3
Youngstown Early College	125.1	100.8	106.1
AOP Undergraduate Nursing	42.4	40.9	50.9
AOP Graduate Education	121.4	137.7	170.3
AOP Graduate MBA	194.8	215.4	220.8
AOP Graduate Nursing	73.6	105.7	124.9
YAP Undergraduate Nursing	0.0	0.0	0.0
YAP Graduate Education	0.0	0.4	0.0
YAP Graduate MBA	1.8	0.4	0.0

Student Revenue Category	Fall Term		
	2021	2022	2023

**Surcharges**

Affordable Tuition Advantage <sup>3</sup> -Undergraduate	1,481.6	1,485.0	1,561.3
Affordable Tuition Advantage <sup>3</sup> -Graduate	99.9	163.0	275.1
Affordable Tuition Advantage <sup>3</sup> -Doctoral	21.5	23.9	27.4
Nonregional <sup>4</sup> -Undergraduate	N/A	N/A	N/A
Nonregional <sup>4</sup> -Graduate	N/A	N/A	N/A
Nonregional <sup>4</sup> -Doctoral	N/A	N/A	N/A
Distance Learning <sup>5</sup> -Undergraduate	2.7	3.7	6.5
Distance Learning <sup>5</sup> -Graduate	6.2	3.0	3.8
Non-Resident Graduate w/Undergrad degree Ohio	25.7	32.9	29.3
MFA or MPH Non Resident Graduate	2.4	2.0	1.2
AOP Non Resident-Undergraduate	8.7	8.8	15.5
AOP Non Resident-Graduate	80.7	91.9	87.0
YAP Non Resident-Graduate	0.4	0.4	0.0
Saudi Arabia Cultural Mission <sup>6</sup>	22.2	11.5	5.1

Surcharges	Fall Term		
	2021	2022	2023

Surcharges - fees in addition to student revenue applicable for various classifications/categories.

**Self-Pay College Credit Plus<sup>2</sup>**

Self-Pay College Credit Plus <sup>2</sup>	Fall Term		
	2021	2022	2023

<sup>1</sup>Penguin Tuition Promise students also pay Instructional and General Fees.

<sup>2</sup>College 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.

<sup>3</sup>Prior 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.

<sup>4</sup>Prior 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.

<sup>5</sup>Distance Learning is a surcharge paid by students who are not legal residents of Ohio and who are enrolled in a Distance Learning program.

<sup>6</sup>Saudi Arabia Cultural Mission students receive a reduction per credit hour.

AOP - Academic Online Partnerships  
YAP - Youngstown Online Programs



**RESOLUTION RELATED TO THE YSU FUTURE STATE: CRAFTING A  
SUSTAINABLE FUTURE IN CONSIDERATION OF THE FALL 2022 14<sup>TH</sup>-DAY  
ENROLLMENT REPORT, ENROLLMENT TRENDS, AND OTHER PERTINENT  
FACTORS**

**WHEREAS**, after significant campus involvement in the process, the Board of Trustees in June 2020 endorsed the Plan for Strategic Actions to Take Charge of Our Future (“Plan”); and

**WHEREAS**, the Board via various Resolutions and via topics of discussion has consistently stressed the importance of tailoring the academic portfolio in consideration of serving the region and beyond, including the accountability structures in place and that are emerging regarding state and federal support of higher education; and

**WHEREAS**, the Board has endorsed implementation of various student support structures including a student success seminar, redesign of academic advising structures, implementation of degree audit (Penguin Pass) and student advising technology platforms, international student enrollment and success strategy, amongst others, intended to better serve students and improve retention, persistence, progress, and completion; and

**WHEREAS**, while academic excellence and student success are foundational to the success of the university, athletics and the physical environment are important assets associated with the viability and vitality of the university, as previously resolved during the development of the Plan and via BOT Bylaws related to the governing of athletics; and

**WHEREAS**, the Board endorsed a Resolution\* related to resources stating that, “...investment in ongoing commitments to personnel and the physical environment, without net new revenue, requires the reallocation of current resources, meaning if compensation increases, there will be cascading implications...”; and

**WHEREAS**, a second Voluntary Separation and Retirement Program has been offered pursuant to article 13.2b of the Collective Bargaining Agreement with the Youngstown Chapter of the Ohio Education Association that was designed to support institutional sustainable prosperity, a primary Board responsibility; and

**WHEREAS**, the Board has engaged the YSU community in Future State Conversations considering a sustainable future related to the inextricable interactions of academic vitality, enrollment, and sustainability; and

\*YOUNGSTOWN STATE UNIVERSITY BOARD OF TRUSTEES' RESOLUTION RELATED TO STRATEGIC ALLOCATION, REALLOCATION, AND DISTRIBUTION OF RESOURCES TO TAKE CHARGE OF OUR FUTURE, March 5, 2020

**WHEREAS**, the Board considered a Report regarding the 14<sup>th</sup>-day Preliminary Enrollment Report for fall 2022 (attached), as identified in Article 13 of the [Collective Bargaining Agreement](#) with the Youngstown State University Chapter of the Ohio Education Association.

**NOW THEREFORE, BE IT RESOLVED** that in consideration of the 14<sup>th</sup>-day Enrollment Report indicating a decline in enrollment in Fall 2022, the decreased enrollment in previous years and potentially, even with 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 continues to expect progress be made on the expectations expressed in the Resolution related to the Fall 2021 14<sup>th</sup>-day Preliminary Enrollment Report (attached), particularly related to establishing clear expectations and actionable timelines; and

**BE IT ALSO RESOLVED**, the Board has complete confidence in administration to take appropriate actions to optimize the academic portfolio and thereby contribute to the sustainable prosperity of Youngstown State University.

**Board of Trustees  
September 21, 2022  
YR 2023-20**



**YOUNGSTOWN STATE UNIVERSITY**  
**PRELIMINARY ENROLLMENT SUMMARY**  
**14TH DAY**

Fall 2022

September 13, 2022

**HEADCOUNT STATISTICS**

	F a l l 2 0 2 0			F a l l 2 0 2 1			F a l l 2 0 2 2			% PREVIOUS YEAR	3-Year Average
	Undergrad	Grad	TOTAL	Undergrad	Grad	TOTAL	Undergrad	Grad	TOTAL		
Beehly College of Lib Arts, Soc Sci & Educ.	2,265	442	2,707	2,232	543	2,775	2,211	573	2,784	100.3	2,755
Bitonte College of Health & Human Svc.	2,646	459	3,105	2,237	616	2,853	2,079	725	2,804	98.3	2,921
Cliffe College of Creative Arts	478	24	502	451	19	470	428	26	454	96.6	475
Science, Technology, Engineering & Math	3,014	122	3,136	2,545	152	2,697	2,371	265	2,636	97.7	2,823
Williamson College of Business Administration	1,659	267	1,926	1,570	516	2,086	1,478	555	2,033	97.5	2,015
Student Success	408		408	412		412	353		353	85.7	391
College of Graduate Studies~		4	4		5	5		8	8	160.0	6
<b>University Total</b>	<b>10,470</b>	<b>1,318</b>	<b>11,788</b>	<b>9,447</b>	<b>1,851</b>	<b>11,298</b>	<b>8,920</b>	<b>2,152</b>	<b>11,072</b>	<b>98.0</b>	<b>11,386</b>
All terms reflect the 2020-2021 college reorganizations.											
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
<b>First-Time Undergraduates<sup>1</sup></b>	811	973	1,784	717	869	1,586	691	871	1,562	98.5	1,644
Freshmen	388	390	778	356	364	720	350	304	654	90.8	717
Sophomore	900	1,020	1,920	747	914	1,661	719	830	1,549	93.3	1,710
Junior	866	1,024	1,890	835	970	1,805	706	875	1,581	87.6	1,759
Senior	1,242	1,541	2,783	1,124	1,467	2,591	1,067	1,389	2,456	94.8	2,610
*Not Classified Undergraduates	495	820	1,315	396	688	1,084	453	665	1,118	103.1	1,172
<b>Undergraduate Total</b>	<b>4,702</b>	<b>5,768</b>	<b>10,470</b>	<b>4,175</b>	<b>5,272</b>	<b>9,447</b>	<b>3,986</b>	<b>4,934</b>	<b>8,920</b>	<b>94.4</b>	<b>9,612</b>
<b>Graduate</b>	388	733	1,121	548	1,071	1,619	715	1,133	1,848	114.1	1,529
*Grads with <= 34 Semester Hours Completed	8	8	16	3	9	12	4	6	10	83.3	13
*Grads > than 34 Semester Hours Completed	0	0	0	0	0	0	0	0	0	N/A	N/A
<b>Professional</b>	47	63	110	52	93	145	55	112	167	115.2	141
<b>Doctorate</b>	31	40	71	31	44	75	53	74	127	169.3	91
<b>Graduate~ Total</b>	<b>474</b>	<b>844</b>	<b>1,318</b>	<b>634</b>	<b>1,217</b>	<b>1,851</b>	<b>827</b>	<b>1,325</b>	<b>2,152</b>	<b>116.3</b>	<b>1,774</b>
<b>University Total</b>	<b>5,176</b>	<b>6,612</b>	<b>11,788</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>4,813</b>	<b>6,259</b>	<b>11,072</b>	<b>98.0</b>	<b>11,386</b>
<b>YSU's Full-Time-Equivalent (FTE)</b>			<b>9,739</b>			<b>9,031</b>			<b>8,673</b>	<b>96.0</b>	<b>9,148</b>

\* 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.

<sup>1</sup> 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**

	F a l l 2 0 2 0			F a l l 2 0 2 1			F a l l 2 0 2 2			% PREVIOUS YEAR	3-Year Average
	Full-Time*	Part-Time	TOTAL	Full-Time	Part-Time	TOTAL	Full-Time	Part-Time	TOTAL		
<b>In State~</b>	7,543	2,299	9,842	7,153	2,142	9,295	6,775	2,141	8,916	95.9	9,351
<b>Out of State</b>	1,788	158	1,946	1,810	193	2,003	1,951	205	2,156	107.6	2,035
<b>Total</b>	<b>9,331</b>	<b>2,457</b>	<b>11,788</b>	<b>8,963</b>	<b>2,335</b>	<b>11,298</b>	<b>8,726</b>	<b>2,346</b>	<b>11,072</b>	<b>98.0</b>	<b>11,386</b>
<b>%</b>	79.2	20.8	100	79.3	20.7	100	78.8	21.2	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**

Fall 2022

September 13, 2022

**STUDENT ADMISSION STATUS**

	F a l l 2 0 2 0			F a l l 2 0 2 1			F a l l 2 0 2 2			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
<b>Undergraduate</b>											
Continuing	3,133	3,656	6,789	2,851	3,407	6,258	2,637	3,081	5,718	91.4	6,255
First Time in College after HS Graduation <sup>2</sup>	811	973	1,784	717	869	1,586	691	871	1,562	98.5	1,644
Former Transfer	14	24	38	12	33	45	10	28	38	84.4	40
High School (CCP + Early College)	491	813	1,304	388	679	1,067	446	649	1,095	102.6	1,155
New Transfer	169	213	382	137	205	342	127	189	316	92.4	347
Non-Matriculation	3	4	7	6	3	9	3	5	8	88.9	8
Readmitted (Former YSU)	64	68	132	62	69	131	69	100	169	129.0	144
Reinstated	16	15	31	0	1	1	0	0	0	N/A	11
Transient & Former Transient	1	2	3	2	6	8	3	9	12	150.0	8
Special	0	0	0	0	0	0	0	2	2	N/A	1
<b>Total Undergraduates</b>	<b>4,702</b>	<b>5,768</b>	<b>10,470</b>	<b>4,175</b>	<b>5,272</b>	<b>9,447</b>	<b>3,986</b>	<b>4,934</b>	<b>8,920</b>	<b>94.4</b>	<b>9,612</b>
<b>Graduate</b>											
Continuing	309	542	851	446	872	1,318	541	971	1,512	114.7	1,227
First Time Graduate**	154	272	426	172	319	491	249	292	541	110.2	486
Non-Matriculation Graduate	6	18	24	11	16	27	21	46	67	248.1	39
Readmitted (Former YSU-Grad)	3	9	12	3	4	7	15	13	28	400.0	16
Readmitted Non Matric-Grad	1	3	4	2	4	6	0	3	3	50.0	4
Readmitted (Former YSU)	1	0	1	0	2	2	1	0	1	50.0	1
<b>Total Graduates</b>	<b>474</b>	<b>844</b>	<b>1,318</b>	<b>634</b>	<b>1,217</b>	<b>1,851</b>	<b>827</b>	<b>1,325</b>	<b>2,152</b>	<b>116.3</b>	<b>1,774</b>
<b>Grand Total</b>	<b>5,176</b>	<b>6,612</b>	<b>11,788</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>4,813</b>	<b>6,259</b>	<b>11,072</b>	<b>98.0</b>	<b>11,386</b>

<sup>2</sup> 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**

	F a l l 2 0 2 0			F a l l 2 0 2 1			F a l l 2 0 2 2			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
Academic Online Partnerships	127	273	400	331	690	1,021	390	781	1,171	114.7	864
Youngstown Online Programs	23	29	52	3	2	5	1	1	2	40.0	20
College Credit Plus	408	652	1,060	303	500	803	376	506	882	109.8	915
Early College	83	161	244	85	179	264	70	143	213	80.7	240
First-Generation Undergraduates	1,855	2,664	4,519	1,788	2,641	4,429	1,758	2,502	4,260	96.2	4,403
Honors/Scholars	555	723	1,278	505	664	1,169	552	692	1,244	106.4	1,230
Study Abroad (Full Term)	0	0	0	0	0	0	2	4	6	N/A	2
Under 25 Years Old (excluding HS stdts)	3,814	4,505	8,319	3,542	4,308	7,850	3,414	4,089	7,503	95.6	7,891
25 Years of Age or Older	871	1,294	2,165	879	1,502	2,381	953	1,519	2,472	103.8	2,339

**YOUNGSTOWN STATE UNIVERSITY  
PRELIMINARY ENROLLMENT SUMMARY  
14TH DAY**

**RACIAL/ETHNIC BACKGROUND**

	F a l l 2 0 2 0			F a l l 2 0 2 1			F a l l 2 0 2 2			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
American Indian/Alaskan Native	3	14	17	4	11	15	6	9	15	100.0	16
Asian	70	87	157	69	87	156	77	96	173	110.9	162
Black/African American	386	641	1,027	343	598	941	318	578	896	95.2	955
Hawaiian/Pacific Islander	3	3	6	0	3	3	1	5	6	200.0	5
Hispanic/Latinx	198	326	524	220	295	515	207	290	497	96.5	512
<b>Minorities</b>	<b>660</b>	<b>1,071</b>	<b>1,731</b>	<b>636</b>	<b>994</b>	<b>1,630</b>	<b>609</b>	<b>978</b>	<b>1,587</b>	<b>97.4</b>	<b>1,649</b>
White	3,923	4,907	8,830	3,632	4,907	8,539	3,532	4,617	8,149	95.4	8,506
Multi-Racial	179	251	430	155	229	384	146	221	367	95.6	394
International	206	133	339	189	151	340	311	250	561	165.0	413
Unspecified	208	250	458	197	208	405	215	193	408	100.7	424
<b>TOTAL</b>	<b>5,176</b>	<b>6,612</b>	<b>11,788</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>4,813</b>	<b>6,259</b>	<b>11,072</b>	<b>98.0</b>	<b>11,386</b>

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 - Fall Terms**

YEAR	Total Headcount	Y S U ' s F T E				FTE % OF HEADCOUNT
		Undergrad	Graduate	Total		
2014	12,551	9,499	+ 650	= 10,149	80.9	
2015	12,471	9,342	+ 692	= 10,034	80.5	
2016	12,756	9,640	+ 749	= 10,389	81.4	
2017	12,644	9,722	+ 710	= 10,432	82.5	
2018	12,696	9,901	+ 665	= 10,566	83.2	
2019	12,155	9,519	+ 666	= 10,185	83.8	
2020	11,788	8,975	+ 764	= 9,739	82.6	
2021	11,298	8,052	+ 979	= 9,031	79.9	
2022	11,072	7,568	+ 1,105	= 8,673	78.3	

YSU's Full-Time-Equivalent (FTE) = Student credit hours by rank of student (undergraduate vs. graduate) divided by 15.

**SUBSIDY-MODEL FTE STATISTICS**

**F a l l 2 0 2 2**

ODHE Full-Time Equivalent (FTE) is based on completed course credit hours divided by 30\*\*

<b>Beeghly College of Lib Arts, Soc Sci &amp; Educ.</b>	415.4	497.7	263.1	43.5	<b>1219.7</b>
<b>Bitonte College of Health &amp; Human Svc.</b>	0.4	378.2	449.1	23.4	<b>851.1</b>
<b>Cliffe College of Creative Arts</b>	228.0	6.6	-	-	<b>234.6</b>
<b>Science, Technology, Engineering &amp; Math</b>	-	46.2	1175.4	1.4	<b>1223.0</b>
<b>Sokolov Honors College</b>	5.8	14.7	-	-	<b>20.5</b>
<b>Williamson College of Business Administration</b>	180.3	546.3	12.5	-	<b>739.1</b>
<b>Student Success</b>	-	48.5	-	-	<b>48.5</b>
<b>TOTAL</b>	<b>829.9</b>	<b>1538.2</b>	<b>1900.1</b>	<b>68.3</b>	<b>4336.5</b>

<b>Arts &amp; Humanities</b>	<b>Bus, Educ, &amp; Soc Sci</b>	<b>Sci, Tech, Math &amp; Engr</b>	<b>Doctorate</b>	<b>TOTAL</b>
415.4	497.7	263.1	43.5	<b>1219.7</b>
0.4	378.2	449.1	23.4	<b>851.1</b>
228.0	6.6	-	-	<b>234.6</b>
-	46.2	1175.4	1.4	<b>1223.0</b>
5.8	14.7	-	-	<b>20.5</b>
180.3	546.3	12.5	-	<b>739.1</b>
-	48.5	-	-	<b>48.5</b>
<b>829.9</b>	<b>1538.2</b>	<b>1900.1</b>	<b>68.3</b>	<b>4336.5</b>

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**

<b>Student Revenue Category</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Instructional Fee, Undergraduate<sup>1</sup></b>	8,452.6	7,666.1	7,177.0
<b>Instructional Fee, Graduate</b>	626.2	815.4	907.3
<b>Instructional Fee, Doctoral</b>	138.2	163.3	197.8
<b>Penguin Tuition Promise<sup>1</sup> 2018-19</b>	1,871.7	1,457.9	626.3
<b>Penguin Tuition Promise<sup>1</sup> 2019-20</b>	2,044.0	1,642.9	1,245.7
<b>Penguin Tuition Promise<sup>1</sup> 2020-21</b>	2,195.9	1,823.1	1,492.3
<b>Penguin Tuition Promise<sup>1</sup> 2021-22</b>	N/A	1,887.1	1,704.4
<b>Penguin Tuition Promise<sup>1</sup> 2022-23</b>	N/A	N/A	1,830.3
<b>College Credit Plus (Total)<sup>2</sup></b>	396.7	260.1	290.1
<b>Youngstown Early College</b>	124.9	125.1	100.8
<b>AOP Undergraduate Nursing</b>	39.8	42.4	40.9
<b>AOP Graduate Education</b>	76.3	121.4	137.7
<b>AOP Graduate MBA</b>	69.8	194.8	215.4
<b>AOP Graduate Nursing</b>	N/A	73.6	105.7
<b>YAP Undergraduate Nursing</b>	0.6	0.0	0.0
<b>YAP Graduate Education</b>	3.3	0.0	0.4
<b>YAP Graduate MBA</b>	15.8	1.8	0.4

<b>Fall Term</b>		
<b>2020</b>	<b>2021</b>	<b>2022</b>
8,452.6	7,666.1	7,177.0
626.2	815.4	907.3
138.2	163.3	197.8
1,871.7	1,457.9	626.3
2,044.0	1,642.9	1,245.7
2,195.9	1,823.1	1,492.3
N/A	1,887.1	1,704.4
N/A	N/A	1,830.3
396.7	260.1	290.1
124.9	125.1	100.8
39.8	42.4	40.9
76.3	121.4	137.7
69.8	194.8	215.4
N/A	73.6	105.7
0.6	0.0	0.0
3.3	0.0	0.4
15.8	1.8	0.4

**Surcharges**

<b>Affordable Tuition Advantage<sup>3</sup>-Undergraduate</b>	1,078.8	1,481.6	1,485.0
<b>Affordable Tuition Advantage<sup>3</sup>-Graduate</b>	37.8	99.9	163.0
<b>Affordable Tuition Advantage<sup>3</sup>-Doctoral</b>	8.1	21.5	23.9
<b>Nonregional<sup>4</sup>-Undergraduate</b>	529.1	N/A	N/A
<b>Nonregional<sup>4</sup>-Graduate</b>	52.7	N/A	N/A
<b>Nonregional<sup>4</sup>-Doctoral</b>	10.0	N/A	N/A
<b>Distance Learning<sup>5</sup>-Undergraduate</b>	3.0	2.7	3.7
<b>Distance Learning<sup>5</sup>-Graduate</b>	4.8	6.2	3.0
<b>Non-Resident Graduate w/Undergrad degree Ohio</b>	N/A	25.7	32.9
<b>MFA or MPH Non Resident Graduate</b>	2.2	2.4	2.0
<b>AOP Non Resident-Undergraduate</b>	8.6	8.7	8.8
<b>AOP Non Resident-Graduate</b>	22.4	80.7	91.9
<b>YAP Non Resident-Graduate</b>	3.0	0.4	0.4
<b>Saudi Arabia Cultural Mission<sup>6</sup></b>	37.3	22.2	11.5

<b>Fall Term</b>		
<b>2020</b>	<b>2021</b>	<b>2022</b>
1,078.8	1,481.6	1,485.0
37.8	99.9	163.0
8.1	21.5	23.9
529.1	N/A	N/A
52.7	N/A	N/A
10.0	N/A	N/A
3.0	2.7	3.7
4.8	6.2	3.0
N/A	25.7	32.9
2.2	2.4	2.0
8.6	8.7	8.8
22.4	80.7	91.9
3.0	0.4	0.4
37.3	22.2	11.5

Surcharges - fees in addition to student revenue applicable for various classifications/categories.

**Self-Pay College Credit Plus<sup>2</sup>**

<b>Fall Term</b>		
<b>2020</b>	<b>2021</b>	<b>2022</b>
2.3	0.7	1.1

<sup>1</sup>Penguin Tuition Promise students also pay Instructional and General Fees.

<sup>2</sup>College 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.

<sup>3</sup>Prior 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.

<sup>4</sup>Prior 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.

<sup>5</sup>Distance Learning is a surcharge paid by students who are not legal residents of Ohio and who are enrolled in a Distance Learning program.

<sup>6</sup>Saudi Arabia Cultural Mission students receive a reduction per credit hour.

AOP - Academic Online Partnerships  
YAP - Youngstown Online Programs



**RESOLUTION RELATED TO THE YSU FUTURE STATE: CRAFTING A SUSTAINABLE FUTURE IN CONSIDERATION OF THE FALL 2021 14<sup>TH</sup>-DAY ENROLLMENT REPORT, ENROLLMENT TRENDS, AND OTHER PERTINENT FACTORS**

**WHEREAS**, after significant campus involvement in the process, the Board of Trustees in June 2020 endorsed the Plan for Strategic Actions to Take Charge of Our Future (“Plan”); and

**WHEREAS**, the Board passed a resolution related to Academic Program Review implemented as Academic Program Enhancement and Effectiveness that now include curricular efficiencies and included in the Plan expectations associated with such a process with results that were reported to and approved by the Board in June and September, 2021, respectively, requiring taking the steps necessary to finalize the sunseting of such programs; and

**WHEREAS**, the Board passed a resolution related to implementing student success support structures and included in the Plan expectations of implementing such support structures some of which have now occurred including the Student Success Seminar and the enhancement of the organization of student academic advising; and

**WHEREAS**, the Board passed a resolution related to aligning resources with strategic priorities and included in the Plan expectations that supported technology investments to enhance student recruiting for enrollment and student retention, persistence, progress and completion some of which have now occurred including implementation of Penguin Pass (degree audit technology) and CRMAdvise (holistic student advising technology) anticipating there will be an increase in persistence, progress and completion; and

**WHEREAS**, while academic excellence and student success are foundational to the success of the university, athletics and the physical environment are important assets associated with the viability and vitality of the university as previously resolved during the development of the Plan; and

**WHEREAS**, the Board endorsed a Resolution\* related to resources stating that, “...investment in ongoing commitments to personnel and the physical environment,



without net new revenue, requires the reallocation of current resources, meaning if compensation increases, there will be cascading implications...”; and

**WHEREAS**, the Board endorsed a Voluntary Separation and Retirement Program, implemented this year pursuant to article 13.2b of the OEA collective bargaining agreement, that was designed to support institutional sustainable prosperity, a primary Board responsibility; and

**WHEREAS**, the Board has engaged the YSU community in three Future State Conversations during 2020-2021 and earlier today held a BOT Future State ADVANCE considering a sustainable future related to the inextricable interactions of academic vitality, enrollment, and sustainability; and

**WHEREAS**, the Board considered a Report regarding the [14<sup>th</sup>-day Enrollment for Fall 2021](#) (attached), identified in Article 13 of the [Collective Bargaining Agreement](#) with the Youngstown State University Chapter of the Ohio Education Association.

**NOW THEREFORE, BE IT RESOLVED** that in consideration of the 14<sup>th</sup>-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:

- Continued rigorous quality improvement and academic portfolio optimization via shared governance as has been exemplified which will continue via the Academic Program Enhancement & Effectiveness Initiative and the Curricular Effectiveness Initiative anticipating that:
  - recommendations for grow+, grow, sustain, adjust and sunset are demonstrably clearly aligned with enrollment optimization as informed by the interactions of mission, market, and margin;
  - there are significant reductions in small class sections, the numbers of course offerings are reduced to only the number essential for student progress and degree completion, thereby optimizing the interactions between class section number and class section fill-rates;
  - the percent of undergraduate student credit hours of instruction taught by full-time faculty is increased to enhance the quality of the student experience via steps including but not limited to reducing the amount of time faculty are released from instruction;



- the numbers of majors relative to the faculty full-time equivalent in consideration of substantially reducing part-time instruction is achieved;
- the economic viability of maintaining all of the undergraduate and graduate level majors and degrees that currently exist is directly aligned with optimizing the academic portfolio and quality of instruction;
- the opportunities associated offering additional online courses and programs are thoroughly assessed and implemented as deemed appropriate; and
- While there is no net new revenue, there continues to be investment via disinvestment in faculty positions of the most appropriate classification to support the vitality of the optimized academic portfolio including:
  - engagement in supporting faculty via the Institute for Teaching and Learning to enhance the quality of teaching for enhanced learning including attention to the diversity, equity and inclusion objectives;
  - academic leadership is provided development opportunities to improve the effectiveness of each academic program; and
- 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; and
- Continued diligence to align the activities of the academic support areas to advance the Plan and the academic agenda by:
  - refining and implementing mission, attributes and quality of service objectives;
  - engaging in an assessment of the strategic distribution of resources across the academic support areas to optimize achieving the goals and objectives of the Plan, using already implemented processes for strategic position allocation as well as data already available to assess such resource allocations; and

**BE IT FURTHER RESOLVED THAT:**

- Progress will be reported to the Board of Trustees at each subsequent meeting, including an update on such matters by the chair of the Academic Senate, until it is determined that such updates are no longer essential;



- At the December 2021 meeting of the Board of Trustees there will be more clearly identified objectives and timeframes for achieving academic program effectiveness and curricular efficiency;
- The president, provost and administration have the authority and full support of the Board to effectively implement these expectations considering the Board Resolution on Shared Governance as intersecting with administration's responsibilities associated with consequential decision-making;
- To Take Charge of Our Future the academic leadership of each college will collaborate with the Office of Academic Affairs and at minimum, convene college-wide sessions of academic program faculty at least once per semester to implement the Plan; and

**BE IT ALSO RESOLVED THAT:**

- The Board expresses its confidence that faculty and staff engagement activating these expectations will impact and influence the objectives to be achieved: sustainable prosperity that is directly related to academic vitality that realizes optimal enrollment preserving fiscal integrity without which significant adjustments to the academic portfolio will be made.

Board of Trustees  
October 25, 2021  
2021 - 23





**YOUNGSTOWN STATE UNIVERSITY  
PRELIMINARY ENROLLMENT SUMMARY  
14TH DAY**

Fall 2021

September 13, 2021

**HEADCOUNT STATISTICS**

	Fall 2019			Fall 2020			Fall 2021			% PREVIOUS YEAR	3-Year Average
	Undergrad	Grad	TOTAL	Undergrad	Grad	TOTAL	Undergrad	Grad	TOTAL		
Beeghly College of Lib Arts, Soc Sci & Educ.	2,673	310	2,983	2,265	442	2,707	2,232	543	2,775	102.5	2,822
Bitonte College of Health & Human Svc.	2,788	444	3,232	2,645	458	3,103	2,237	616	2,853	91.9	3,063
Cliffe College of Creative Arts	515	27	542	478	24	502	451	19	470	93.6	505
Science, Technology, Engineering & Math	3,039	167	3,206	3,014	122	3,136	2,545	152	2,697	86.0	3,013
Williamson College of Business Administration	1,684	194	1,878	1,660	268	1,928	1,570	516	2,086	108.2	1,964
Student Success	307		307	408		408	412	0	412	101.0	376
College of Graduate Studies~		7	7		4	4		5	5	125.0	5
<b>University Total</b>	<b>11,006</b>	<b>1,149</b>	<b>12,155</b>	<b>10,470</b>	<b>1,318</b>	<b>11,788</b>	<b>9,447</b>	<b>1,851</b>	<b>11,298</b>	<b>95.8</b>	<b>11,747</b>
All terms reflect the 2020-2021 college reorganizations.											
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
<b>First-Time Undergraduates<sup>1</sup></b>	<b>874</b>	<b>1,065</b>	<b>1,939</b>	<b>811</b>	<b>973</b>	<b>1,784</b>	<b>717</b>	<b>869</b>	<b>1,586</b>	<b>88.9</b>	<b>1,770</b>
Freshmen	489	520	1,009	388	390	778	356	364	720	92.5	836
Sophomore	985	1,033	2,018	900	1,020	1,920	747	914	1,661	86.5	1,866
Junior	897	1,068	1,965	866	1,024	1,890	835	970	1,805	95.5	1,887
Senior	1,313	1,513	2,826	1,242	1,541	2,783	1,124	1,467	2,591	93.1	2,733
*Not Classified Undergraduates	462	787	1,249	495	820	1,315	396	688	1,084	82.4	1,216
<b>Undergraduate Total</b>	<b>5,020</b>	<b>5,986</b>	<b>11,006</b>	<b>4,702</b>	<b>5,768</b>	<b>10,470</b>	<b>4,175</b>	<b>5,272</b>	<b>9,447</b>	<b>90.2</b>	<b>10,308</b>
<b>Graduate</b>	<b>347</b>	<b>597</b>	<b>944</b>	<b>388</b>	<b>733</b>	<b>1,121</b>	<b>548</b>	<b>1,071</b>	<b>1,619</b>	<b>144.4</b>	<b>1,228</b>
*Grads with <= 34 Semester Hours Completed	12	15	27	8	8	16	3	9	12	75.0	18
*Grads > than 34 Semester Hours Completed	0	0	0	0	0	0	0	0	0	N/A	N/A
Professional	51	49	100	47	63	110	52	93	145	131.8	118
Doctorate	37	41	78	31	40	71	31	44	75	105.6	75
<b>Graduate~ Total</b>	<b>447</b>	<b>702</b>	<b>1,149</b>	<b>474</b>	<b>844</b>	<b>1,318</b>	<b>634</b>	<b>1,217</b>	<b>1,851</b>	<b>140.4</b>	<b>1,439</b>
<b>University Total</b>	<b>5,467</b>	<b>6,688</b>	<b>12,155</b>	<b>5,176</b>	<b>6,612</b>	<b>11,788</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>95.8</b>	<b>11,747</b>
<b>YSU's Full-Time-Equivalent (FTE)</b>			<b>10,185</b>			<b>9,739</b>			<b>9,031</b>	<b>92.7</b>	<b>9,652</b>

\* 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.

<sup>1</sup> 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**

	Fall 2019			Fall 2020			Fall 2021			% PREVIOUS YEAR	3-Year Average
	Full-Time*	Part-Time	TOTAL	Full-Time	Part-Time	TOTAL	Full-Time	Part-Time	TOTAL		
In State~	7,809	2,306	10,115	7,543	2,299	9,842	7,153	2,142	9,295	94.4	9,751
Out of State	1,888	152	2,040	1,788	158	1,946	1,810	193	2,003	102.9	1,996
<b>Total</b>	<b>9,697</b>	<b>2,458</b>	<b>12,155</b>	<b>9,331</b>	<b>2,457</b>	<b>11,788</b>	<b>8,963</b>	<b>2,335</b>	<b>11,298</b>	<b>95.8</b>	<b>11,747</b>
%	79.8	20.2	100	79.2	20.8	100	79.3	20.7	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**

Fall 2021

September 13, 2021

**STUDENT ADMISSION STATUS**

	Fall 2019			Fall 2020			Fall 2021			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
<b>Undergraduate</b>											
Continuing	3,387	3,760	7,147	3,133	3,656	6,789	2,851	3,407	6,258	92.2	6,731
First Time in College after HS Graduation <sup>2</sup>	874	1,065	1,939	811	973	1,784	717	869	1,586	88.9	1,770
Former Transfer	21	29	50	14	24	38	12	33	45	118.4	44
High School (CCP + Early College)	452	769	1,221	491	813	1,304	388	679	1,067	81.8	1,197
New Transfer	177	243	420	169	213	382	137	205	342	89.5	381
Non-Matriculation	2	3	5	3	4	7	6	3	9	128.6	7
Readmitted (Former YSU)	71	84	155	64	68	132	62	69	131	99.2	139
Reinstated	29	18	47	16	15	31	0	1	1	3.2	26
Transient & Former Transient	7	15	22	1	2	3	2	6	8	266.7	11
<b>Total Undergraduates</b>	<b>5,020</b>	<b>5,986</b>	<b>11,006</b>	<b>4,702</b>	<b>5,768</b>	<b>10,470</b>	<b>4,175</b>	<b>5,272</b>	<b>9,447</b>	<b>90.2</b>	<b>10,308</b>
<b>Graduate</b>											
Continuing	318	494	812	309	542	851	446	872	1,318	154.9	994
First Time Graduate**	112	173	285	154	272	426	172	319	491	115.3	401
Non-Matriculation Graduate	5	12	17	6	18	24	11	16	27	112.5	23
Readmitted (Former YSU-Grad)	0	0	0	3	9	12	3	4	7	58.3	6
Readmitted Non Matric-Grad	0	2	2	1	3	4	2	4	6	150.0	4
Readmitted (Former YSU)	12	21	33	1	0	1	0	2	2	200.0	12
<b>Total Graduates</b>	<b>447</b>	<b>702</b>	<b>1,149</b>	<b>474</b>	<b>844</b>	<b>1,318</b>	<b>634</b>	<b>1,217</b>	<b>1,851</b>	<b>140.4</b>	<b>1,439</b>
<b>Grand Total</b>	<b>5,467</b>	<b>6,688</b>	<b>12,155</b>	<b>5,176</b>	<b>6,612</b>	<b>11,788</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>95.8</b>	<b>11,747</b>

<sup>2</sup> 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**

	Fall 2019			Fall 2020			Fall 2021			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
Academic Online Partnerships	0	5	5	127	273	400	331	690	1,021	255.3	475
Youngstown Online Programs	0	3	3	23	29	52	3	2	5	9.6	20
College Credit Plus	366	611	977	408	652	1,060	303	500	803	75.8	947
Early College	85	159	244	83	161	244	85	179	264	108.2	251
First-Generation Undergraduates	2,015	2,793	4,808	1,855	2,664	4,519	1,788	2,641	4,429	98.0	4,585
Honors/Scholars	556	706	1,262	555	723	1,278	505	664	1,169	91.5	1,236
Study Abroad (Full Term)	2	3	5	0	0	0	0	0	0	N/A	2
Under 25 Years Old (excluding HS stdts)	4,068	4,691	8,759	3,814	4,505	8,319	3,542	4,308	7,850	94.4	8,309
25 Years of Age or Older	949	1,226	2,175	871	1,294	2,165	879	1,502	2,381	110.0	2,240



**YOUNGSTOWN STATE UNIVERSITY  
PRELIMINARY ENROLLMENT SUMMARY  
14TH DAY**

Fall 2021

September 13, 2021

**RACIAL/ETHNIC BACKGROUND**

	Fall 2019			Fall 2020			Fall 2021			% PREVIOUS YEAR	3-Year Average
	Men	Women	TOTAL	Men	Women	TOTAL	Men	Women	TOTAL		
American Indian/Alaskan Native	6	8	14	3	14	17	4	11	15	88.2	15
Asian	79	88	167	70	87	157	69	87	156	99.4	160
Black/African American	415	671	1,086	386	641	1,027	343	598	941	91.6	1,018
Hawaiian/Pacific Islander	3	3	6	3	3	6	0	3	3	50.0	5
Hispanic/Latinx	204	332	536	198	326	524	220	295	515	98.3	525
<b>Minorities</b>	<b>707</b>	<b>1,102</b>	<b>1,809</b>	<b>660</b>	<b>1,071</b>	<b>1,731</b>	<b>636</b>	<b>994</b>	<b>1,630</b>	<b>94.2</b>	<b>1,723</b>
White	4,040	4,946	8,986	3,923	4,907	8,830	3,632	4,907	8,539	96.7	8,785
Multi-Racial	195	233	428	179	251	430	155	229	384	89.3	414
International	292	155	447	206	133	339	189	151	340	100.3	375
Unspecified	233	252	485	208	250	458	197	208	405	88.4	449
<b>TOTAL</b>	<b>5,467</b>	<b>6,688</b>	<b>12,155</b>	<b>5,176</b>	<b>6,612</b>	<b>11,788</b>	<b>4,809</b>	<b>6,489</b>	<b>11,298</b>	<b>95.8</b>	<b>11,747</b>

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	12,551	9,499 +	650 =	10,149	80.9
2015	12,471	9,342 +	692 =	10,034	80.5
2016	12,756	9,640 +	749 =	10,389	81.4
2017	12,644	9,722 +	710 =	10,432	82.5
2018	12,696	9,901 +	665 =	10,566	83.2
2019	12,155	9,519 +	666 =	10,185	83.8
2020	11,788	8,975 +	764 =	9,739	82.6
2021	11,298	8,052 +	979 =	9,031	79.9

YSU's Full-Time-Equivalent (FTE) = Student credit hours by rank of student (undergraduate vs. graduate) divided by 15.



Fall, 2021

**YOUNGSTOWN STATE UNIVERSITY**  
**PRELIMINARY ENROLLMENT SUMMARY**  
**14TH DAY**  
**SUPPLEMENTAL : FTE and Subsidy/Revenue**

September 13, 2021

**SUBSIDY-MODEL FTE STATISTICS**

Fall 2021

ODHE Full-Time Equivalent (FTE) is based on completed course credit hours divided by 30\*\*

Beeghly College of Lib Arts, Soc Sci & Educ.	477.6	531.2	266.3	26.0	1301.1
Bitonte College of Health & Human Svc.	-	402.7	446.2	15.8	864.7
Cliffe College of Creative Arts	254.9	10.1	-	-	265.0
Honor College	3.5	10.8	-	-	14.3
Science, Technology, Engineering & Math	-	45.2	1202.3	2.6	1250.1
Williamson College of Business: Administration	192.0	578.2	-	-	770.2
Student Success	-	50.0	-	-	50.0
<b>TOTAL</b>	<b>928.0</b>	<b>1628.2</b>	<b>1914.8</b>	<b>44.4</b>	<b>4515.4</b>

Art: & Humanities	Bus, Educ, & Soc Sci	Sci, Tech, Math & Engr	Doctorate	TOTAL
477.6	531.2	266.3	26.0	1301.1
-	402.7	446.2	15.8	864.7
254.9	10.1	-	-	265.0
3.5	10.8	-	-	14.3
-	45.2	1202.3	2.6	1250.1
192.0	578.2	-	-	770.2
-	50.0	-	-	50.0
<b>928.0</b>	<b>1628.2</b>	<b>1914.8</b>	<b>44.4</b>	<b>4515.4</b>

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**

	2019	2020	2021
Instructional Fee, Undergraduate <sup>1</sup>	9,041.7	8,452.6	7,666.1
Instructional Fee, Graduate	533.9	626.2	\$15.4
Instructional Fee, Doctoral	131.9	138.2	163.3
Penguin Tuition Promise <sup>2</sup> 2018-19	2,320.8	1,871.7	1,457.9
Penguin Tuition Promise <sup>2</sup> 2019-20	2,490.5	2,044.0	1,642.9
Penguin Tuition Promise <sup>2</sup> 2020-21	N/A	2,195.9	1,833.1
Penguin Tuition Promise <sup>2</sup> 2021-22	N/A	N/A	1,887.1
College Credit Plus (Total) <sup>3</sup>	366.8	396.7	260.1
Youngstown Early College	111.0	124.9	125.1
AOP Undergraduate Nursing	1.8	39.5	42.4
AOP Graduate Education	N/A	76.3	121.4
AOP Graduate MBA	N/A	69.8	194.8
AOP Graduate Nursing	N/A	N/A	73.6
YAP Undergraduate Nursing	N/A	0.6	0.0
YAP Graduate Education	0.8	3.3	0.0
YAP Graduate MBA	N/A	15.8	1.8

	2019	2020	2021
Affordable Tuition Advantage <sup>4</sup> -Undergraduate	1,109.5	1,078.8	1,481.6
Affordable Tuition Advantage <sup>4</sup> -Graduate	42.5	37.8	99.9
Affordable Tuition Advantage <sup>4</sup> -Doctoral	8.4	8.1	21.5
Nonregional <sup>5</sup> -Undergraduate	\$75.5	\$29.1	N/A
Nonregional <sup>5</sup> -Graduate	80.3	52.7	N/A
Nonregional <sup>5</sup> -Doctoral	7.3	10.0	N/A
Distance Learning <sup>6</sup> -Undergraduate	6.5	3.0	2.7
Distance Learning <sup>6</sup> -Graduate	8.9	4.8	6.2
Non-Resident Graduate w/Undergrad degree Ohio	N/A	N/A	25.7
MFA or MPH Non Resident Graduate	N/A	2.3	2.4
AOP Non Resident-Undergraduate	0.4	8.6	8.7
AOP Non Resident-Graduate	N/A	22.4	80.7
YAP Non Resident-Graduate	N/A	3.0	0.4
Saudi Arabia Cultural Mission <sup>7</sup>	59.2	37.3	22.2

**Surcharges**

	2019	2020	2021
Instructional Fee, Undergraduate <sup>1</sup>	9,041.7	8,452.6	7,666.1
Instructional Fee, Graduate	533.9	626.2	\$15.4
Instructional Fee, Doctoral	131.9	138.2	163.3
Penguin Tuition Promise <sup>2</sup> 2018-19	2,320.8	1,871.7	1,457.9
Penguin Tuition Promise <sup>2</sup> 2019-20	2,490.5	2,044.0	1,642.9
Penguin Tuition Promise <sup>2</sup> 2020-21	N/A	2,195.9	1,833.1
Penguin Tuition Promise <sup>2</sup> 2021-22	N/A	N/A	1,887.1
College Credit Plus (Total) <sup>3</sup>	366.8	396.7	260.1
Youngstown Early College	111.0	124.9	125.1
AOP Undergraduate Nursing	1.8	39.5	42.4
AOP Graduate Education	N/A	76.3	121.4
AOP Graduate MBA	N/A	69.8	194.8
AOP Graduate Nursing	N/A	N/A	73.6
YAP Undergraduate Nursing	N/A	0.6	0.0
YAP Graduate Education	0.8	3.3	0.0
YAP Graduate MBA	N/A	15.8	1.8

	2019	2020	2021
Affordable Tuition Advantage <sup>4</sup> -Undergraduate	1,109.5	1,078.8	1,481.6
Affordable Tuition Advantage <sup>4</sup> -Graduate	42.5	37.8	99.9
Affordable Tuition Advantage <sup>4</sup> -Doctoral	8.4	8.1	21.5
Nonregional <sup>5</sup> -Undergraduate	\$75.5	\$29.1	N/A
Nonregional <sup>5</sup> -Graduate	80.3	52.7	N/A
Nonregional <sup>5</sup> -Doctoral	7.3	10.0	N/A
Distance Learning <sup>6</sup> -Undergraduate	6.5	3.0	2.7
Distance Learning <sup>6</sup> -Graduate	8.9	4.8	6.2
Non-Resident Graduate w/Undergrad degree Ohio	N/A	N/A	25.7
MFA or MPH Non Resident Graduate	N/A	2.3	2.4
AOP Non Resident-Undergraduate	0.4	8.6	8.7
AOP Non Resident-Graduate	N/A	22.4	80.7
YAP Non Resident-Graduate	N/A	3.0	0.4
Saudi Arabia Cultural Mission <sup>7</sup>	59.2	37.3	22.2

Surcharges - fees in addition to student revenue applicable for various classifications/categories.

**Self-Pay College Credit Plus<sup>3</sup>**

	2019	2020	2021
Self-Pay College Credit Plus <sup>3</sup>	2.9	2.3	0.7

<sup>1</sup>Penguin Tuition Promise students also pay Instructional and General Fees.

<sup>2</sup>College 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.

<sup>3</sup>Prior 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, Chautauque, 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.

<sup>4</sup>Prior 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.

<sup>5</sup>Distance Learning is a surcharge paid by students who are not legal residents of Ohio and who are enrolled in a Distance Learning program.

<sup>6</sup>Saudi Arabia Cultural Mission students receive a reduction per credit hour.

AOP - Academic Online Partnerships  
 YAP - Youngstown Online Programs