

BOARD OF TRUSTEES MINUTES

Committee Meetings

September 19, 2023, 10 a.m.

Board Meeting Room, Tod Hall

(Resolutions, Supporting Documents and Background Materials in Appendix)
(Such documents are associated with the square graphic in front of the document title)

Attendance

Present:

Members: Julie Centofanti, Natalie Dando, Sergul Erzurum, Richard Fryda, Charles T. George, Allen L. Ryan, Jr., J.D., Joseph J. Kerola, Helen Lafferty, Laura Lyden, Anita A. Hackstedde, M.D., Michael A. Peterson, Molly S. Seals, Eric Spiegel

Guests: Joy Polkabila Byers, Katrena Davidson, Michelle DiLullo, John Hyden, Holly Jacobs, Jennifer Lewis-Aey, Neal McNally, Ross Miltner, Jennifer Oddo, Jennifer Pintar, Elaine Ruse, Mike Sherman, Brien Smith, Ron Strollo, Shannon Tirone

Absent:

Members: Jocelyne Linsalata

I. Meeting Schedule and Committee Listing

BOT Meeting Schedule September 2023 R1.doc

Board Committee Listing 2023-24 FINAL NEW.pdf

II. ONLY IF ANY MEMBER IS VIRTUAL: Conduct of Committee Meetings Considering the Resolution Associated with Virtual Meetings

CHAIR

To align our actions with our Resolution associated with virtual meetings, if a committee member desires for a resolution to not be on a committee consent agenda, please indicate such to assure the specific Resolution is considered separately. Otherwise, all actions for each committee will be acted upon by consent. Each consent agenda and/or Resolution acted upon separately, will be via roll-call vote.

III. INTERCOLLEGIATE ATHLETICS COMMITTEE

Joseph J. Kerola, Chair

Richard C. Fryda, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business


None.

C. Committee Items

1. Intercollegiate Athletics Discussion Items

- a. Overview of Athletics Personnel Actions (Presenters: Ron Strollo, Director of Athletics)

Report on recent personnel actions in Athletics, including one separation, four appointments, 11 salary adjustments two reclassifications/position adjustments, three promotions and one multi-year contract extended.

 Athletics - Board Summary 7-15-23.pdf


 Athletics Personnel Appts. 7-15-23.pdf

- b. Fiscal Year 2021-22 Financial Analysis of Benchmark Institutions (Presenters: Ron Strollo, Director of Athletics)

Several charts were presented showing YSU Athletics' 2021-22 financials compared to other universities in the Horizon, Missouri Valley and Mid-American conferences. For instance, YSU spent \$4.2 million and generated revenue of \$2.1 million on football, compared to the average of \$4.9 million and \$1.1 million, respectively, across the MVFC. YSU ranked eighth out of 11 in the MVFC in football expenses and in salaries. In the Horizon League, YSU spent \$1.7 million on men's basketball and \$1.1 million on women's basketball, compared to average in the league of \$2.8 million and \$1.8 million, respectively. Also, YSU athletics generated \$4.7 million in revenue, compared to the Horizon League average of \$2.6 million across all league sports. In addition, the reports show YSU spent \$8.1 million on men's sports and \$5.6 million on women's sports, compared to peer average of \$12.8 million and \$6.6 million, respectively.

An update on Name, Image and Likeness was presented. Strollo shared that in 2022-23, NIL earnings for YSU student athletes increased 144% from \$50,690 in 2021-22 to \$124,012 in 2022-23. He shared information provided by YSU's NIL partner, Opendorse, that shows YSU student-athletes earn far more on average than their league peers. YSU was recognized by the Horizon League/Opendorse as the top earning school in 2022-23 while the top 3 individual earning athletes all were YSU student-athletes. Other information provided by Opendorse, shows that

YSU Men's Basketball, Football and Women's Basketball student-athletes earn much higher than the top average earners amongst their conference peers and in football's case, the entire FCS.

 Benchmark Financial Analysis - September 2023.pdf

2. Background Materials

None.

D. New Business

None.

E. Adjournment

IV. INVESTMENT COMMITTEE

Allen L. Ryan, Jr., Chair

Charles T. George, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business


None.

C. Committee Items

1. Investment Discussion Item

- a. September 19, 2023 Quarterly Portfolio Asset Allocation and Investment Performance Review (Presenters: John Colla, Clearstead)

John Colla of Clearstead presented the Quarterly Portfolio Asset Allocation and Investment Performance Review for YSU investments, noting that the U.S. economy remained resilient in the first half of 2023. The university's total non-endowment assets grew by nearly 7 percent, fiscal year-to-date, he said.

 Clearstead Quarterly Report - BoT Meeting 09-19-2023.pdf

2. Background Materials

None.

D. New Business

None.

E. Adjournment

V. AUDIT SUBCOMMITTEE

Molly S. Seals, Chair

Richard C. Fryda, Vice Chair

Laura A. Lyden

Anita A. Hackstedde

Joseph J. Kerola

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business


None.

C. Committee Items

1. Audit Action Items

a. Resolution to Renew and Amend the Internal Audit Charter

(Presenters: Michelle DiLullo, Staff Auditor, Sarah Gampo, Director of Internal Audit, KSU)

 Resolution to Renew and Amend the Internal Audit Charter.pdf

 REDLINE Internal Audit Charter - June 2023.pdf


Motion:


To approve the Resolution.

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. Passed unanimously.

b. Resolution to Renew and Amend the Audit Subcommittee Charter

(Presenters: Michelle DiLullo, Staff Auditor, Sarah Gampo, Director of Internal Audit, KSU)

 Resolution to Renew and Amend the Audit Subcommittee Charter.pdf

 REDLINE Audit Subcommittee Charter - revised August 2023.pdf

Motion:

To approve the Resolution.

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. Passed unanimously.

2. Audit Discussion Items

- a. YSU-KSU Shared Services Agreement Update (Presenters: Sarah Gampo, Director of Internal Audit, KSU)

Sarah Gampo, director of Internal Audit at Kent State University updated the subcommittee on the YSU-KSU shared services agreement and presented an audit report on Banner access.

- b. Audit Report on Banner Access (Presenters: Sarah Gampo, Director of Internal Audit, KSU)

- c. Internal Audit Report on the Office of University Bursar (Presenters: Michelle DiLullo, Staff Auditor)

An outcome of the Bursar audit will be a redesign of student bill to simply and increase understanding of the charges

 Internal Audit Report - Bursars Office.pdf

- d. Anonymous Reporting Hotline Stats Update (Presenters: Michelle DiLullo, Staff Auditor)

There were no submissions to the Anonymous Reporting Hotline. Campus receives regular updates/announcements regarding availability and access to the Hotline.

 Hotline Stats Report FY23Q4.pdf

- e. FY23 Fourth Quarter Internal Audit Plan Update (Presenters: Michelle DiLullo, Staff Auditor)

 Quarterly Audit Plan Update FY23Q4.pdf

- f. Audit Matrix Open Audit Recommendations Update (Presenters: Michelle DiLullo, Staff Auditor)

 Audit Recommendations Status FY23Q4.pdf

- g. Update on Enterprise Risk Management (Presenters: Julie Gentile, Director of Environmental and Occupational Health and Safety)

Julie Gentile, director of Environmental and Occupational Health and Safety updated the subcommittee on Enterprise Risk Management for the university. Justin Bettura, chief IT security officer, briefed the subcommittee on YSU's significant ongoing cyber-security efforts.

 Risk Management Update - September 2023.pdf

3. Background Materials

None.

D. New Business

None.

E. Adjournment

VI. FINANCE AND FACILITIES COMMITTEE

Allen L. Ryan, Jr., Chair

Sergul A. Erzurum, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business

None.

C. Committee Items

1. Finance and Facilities Consent Items

a. Resolution to Modify Debt Management Policy, 3356-3-14


 Resolution to Modify - Debt Management policy.pdf

Motion:

To approve the Resolution

Motion moved by Laura Lyden and motion seconded by Molly S. Seals. Passed unanimously.

b. Resolution to Modify Use of University Equipment Policy, 3356-4-19

 Resolution to Modify - Use of University Equipment policy.pdf

Motion:

To approve the Resolution.

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. Passed unanmously.


2. Finance and Facilities Action Items

Request any member of the committee to indicate they would like a Resolution to not be considered via consent.

After all Resolutions have been considered, roll call vote by consent or by individual Resolution.

- a. Resolution to Approve FY25 Housing and Courtyard Rates
(Presenters: Joy Polkabla Byers, Associate Vice President, Student Experience)

Room and board for the FY25 cohort of students staying in university residence halls will increase 4.9 percent to \$10,920 a year. Monthly rent for the University Courtyard Apartments will increase by \$15 for each apartment type. Joy Polkabala Byers, associate vice president for student experience, indicated this increase is to respond to increasing business costs.

 Resolution to Approve Housing & Courtyard Rates & Other Charges.pdf


Motion:


To approve the Resolution.

Motion moved by Charles T. George and motion seconded by Anita A. Hackstedde, M.D. Passed unanimously.

- b. Resolution to Approve Interfund Transfers Related to FY 2023 Year-End Operating Performance (Presenters: Neal McNally, Vice President for Finance & Business Operations)

McNally reported that the university ended fiscal year 2023 with a combined fund balance of \$4 million in the general and auxiliary funds. The resolution allocates \$2.5 million to the general fund budget to support current year operations. The remainder of the funds were allocated to academic and auxiliary plant funds to be used for future repairs and maintenance to facilities and equipment.

 Operating Performance & Year-End FY23_detail.pdf

 Resolution to Approve Interfund Transfers Related to FY23 Year-End.pdf

Motion:

Approve the Resolution.

Motion moved by Molly S. Seals and motion seconded by Michael A. Peterson. Passed unanimously.

3. Finance and Facilities Discussion Items

- a. Planning and Construction Projects Update (Presenters: John Hyden, Associate Vice President, Facilities & Support Services, Rich White, Director of Planning & Construction)

Hyden and White updated the board on several capital projects, including ongoing elevator safety repairs and replacements, building envelope renovations, utility distribution upgrades/expansion, Stambaugh classroom/Beeghly Physical Therapy area renovations, campus roof replacements and the completion of the Arlington parking facility. They also discussed projects in development for 2023-24, including the Maag Library Learning Commons, Student Center renovation, Ward Beecher renovation and Emergency Generator upgrade projects. McNally presented a historical summary of state of Ohio capital funding appropriations. Since the mid-1980's, state funding levels have fallen by 91% when adjusted for CPI inflation. This sharp decrease in state capital funding over the past 40 years is the primary reason why YSU (and universities across the state) have untenable backlogs of deferred maintenance in campus buildings. McNally noted that concerns about deferred maintenance will likely worsen during the FY 2026-27 capital biennium when most of YSU's next state capital appropriation will be earmarked for student center renovations. At the height, YSU's capital allocation was \$34.5 million, whereas it is currently roughly \$10.5 million.

 Projects Update - August 30, 2023.pdf

 Capital Funding History.pdf

- b. Report of Audit Subcommittee (Presenters: Molly S. Seals)

A verbal report of the Audit Subcommittee will be presented.


4. Background Materials

None.

- a. Reportable Budget and Interfund Transfers for the Quarter Ending June 30, 2023

 Reportable Transfer Report 6-30-23.pdf

- b. Fourth Quarter Diversity and EDGE Spend Report

 Diversity Report_FY2023_Fourth Quarter.pdf

D. New Business

None.

E. Adjournment

VII. INSTITUTIONAL ENGAGEMENT COMMITTEE

Anita A. Hackstedde, Chair
Allen L. Ryan, Jr., Vice Chair
All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business

C. Committee Items

1. Institutional Engagement Action Items

- a. Resolution to Modify Alcoholic Beverages on Campus, Policy 3356-5-10 (Presenters: Greg Morgione, Associate General Counsel, Shannon Tirone, Associate Vice President University Relations)

 Resolution Alcoholic Beverages on Campus 3356-5-10.pdf

 REDLINE 3356-5-10 Alcoholic beverages on campus.pdf

Motion:

Approve Resolution


Motion moved by Charles T. George and motion seconded by Sergul Erzurum. Passed unanimously.

- b. Resolution to Approve Student Scholarships & Grants, Administration, and Awarding, Policy 3356-8-10 (Presenters: Mike Sherman, Vice President for Student Affairs, Institutional Effectiveness, and Board Professional)

Sherman indicated this resolution was proposed to assure that there is only one area on campus, the Office of Student Financial Aid, through which scholarships can be offered. The offering of scholarships (anything by such a designation or that can be interpreted as such) is intricately interconnected with Federal and State rules and regulations and a substantial portion of institutional revenue is derived from such sources. Such a requirement is therefore, a risk mitigation strategy by putting in place appropriate oversight and controls.

 Explanation of New University Policy 3356-8-10.pdf

 Resolution to Approve 3356-8-10.pdf

 NEW 3356-8-10 Student scholarships grants administration and awarding.pdf

Motion:


Approve Resolution

Motion moved by Charles T. George and motion seconded by Sergul Erzurum. Passed unanimously.

2. Institutional Engagement Discussion Items

- a. YSU Foundation Quarterly Gift Report (Presenters: Paul McFadden, President YSU Foundation)

McFadden reported that the Foundation received \$20.2 million in gifts in FY 2023. He also reported 721 new gifts and pledges totaling \$2.9 million for the fourth quarter of fiscal year 2023. He said the Foundation has decided to send a special spring mailing to support fundraising for the Zoldan Family Student Center project. McFadden also presented a list of naming gifts and pledges totaling more than \$10 million, mostly for named spaces in the Zoldan Family Student Center. Additionally, McFadden presented an updated menu of naming gifts, ranging from \$100,000 for named classrooms to \$1.5 million for named academic departments and schools.

 April, 2023 - June, 2023 YSUF Quarterly Summary Gift Processing.pdf

 YSU Foundation Naming Update, September 2023.pdf

 YSU Foundation Naming Menu, September 2023.pdf

- b. Fall 2024 Enrollment Update: Innovating for Enrollment Market Share (Presenters: Mike Sherman, Vice President for Student Affairs, Institutional Effectiveness and Board Professional, Elaine Ruse, Associate Vice President for Student Enrollment and Business Services)

Sherman and Ruse provided a Fall 2024 enrollment update: innovating for enrollment market share. Sherman shared some of the most recent steps that have been taken to roll out the new “Know Y” brand and spoke about how the new brand “will be a central component of using marketing in very strategic ways to drive enrollment.” Ruse spoke about how the office of Undergraduate Admissions is “trying to focus on different groups in order to recruit students in a more targeted way, using

targeted messaging and strategies to try to influence enrollment decisions.” She indicated that “once a university wide enrollment plan is created, targets for yield will be established for each of the special populations, keeping market share in mind.” Ruse also shared the YSU went live on the Common App in August.

3. Background Materials

None.

D. New Business

None.

E. Adjournment

VIII. GOVERNANCE COMMITTEE

Michael A. Peterson, Chair

Charles T. George, Vice Chair

All Trustees Are Members

A. Disposition of the Minutes for the Previous Meeting

Accepted as submitted.

B. Old Business

None.

C. Committee Items

1. Governance Action Items


Request any member of the committee to indicate they would like a Resolution to not be considered via consent. After all Resolutions have been considered, roll call vote by consent or by individual Resolution.

- a. Renewing the Plan for Strategic Actions to Take Charge of Our Future (Presenters: Mike Sherman, Vice President for Student Affairs, Institutional Effectiveness, and Board Professional, Brien Smith, Provost and Vice President for Academic Affairs)

The resolution endorses the substantially adjusted Plan which was reviewed with input provided via the Academic Senate and via faculty through chairpersons of departments.

Sherman reported that the Board and leadership agreed that much has been accomplished implementing the Plan and the time was right for renewal, particularly in advance of naming the next president, expected to implement the Plan. He added that Sustainability was added as an overarching theme

complimenting Student Futures and Lifelong Learning, Academic Distinction and Discovery of Knowledge, and Collective Impact with the Community. It was noted the previous Plan had two sections; by adding Sustainability, there now exists one document constituting the entire Plan. He expressed to the Board that such Plans are dynamic and adjustments are made in real-time, also indicating that if such adjustments materially changed the Plan, the Board would be updated on such a significant change. Brien Smith, provost and vice president for academic affairs, indicated that such a Plan helps set strategic directions that achieve the mission of the university.

 DRAFT Renewed Plan for Strategic Actions to Take Charge of Our Future (will be revised given campus input).pdf

 DRAFT Resolution Renewing the Plan Sept 2023.pdf

Motion:

Approve the Resolution.

Motion moved by Michael A. Peterson and motion seconded by Anita A. Hackstedde, M.D. Passed unanimously.

2. Governance Discussion Items

a. 2024 Meeting Schedule

Consider moving the June meeting to the first week given the budget has already been determined.

 2024 BOT Schedule DRAFT.pdf

b. YSU Future State Plan Discussion (LEAD IN TO THE EXECUTIVE SESSION TOPICS) (Presenters: Mike Sherman)

Sherman indicated that marketing and enrollment are integrally and necessarily connected and that we have been and we will pursue optimizing that relationship. He noted that our programs must be relevant to potential students, connected to strong career opportunities; if both exist, we can be accountable for both the quality of the educational experience as well as the opportunities presented for career success. He also noted that our language is shifting and will continue to shift towards understanding market share for academic programs and that if we have those that are relevant and connected, the market will know we care and that will contribute directly to "yield" that must be the ultimate measure of every point on the attraction, matriculation, persistence, completion, and career success

continuum. He indicated the Board should anticipate an integrated marketing for enrollment plan to be available by the end of this academic year and aligned with the FY-25 budget proposal.

 Marketing for Enrollment Strategy BOT Sept 2023.pdf

3. Executive Session

Discuss Personnel matters related to a YSU Future State and in consideration of the Fall 2023 14-th Day Enrollment Report.

Motion:

Motion was made to go into Executive Session for the purposes of, " consideration of the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of one or more public employees or officials (O.R.C. 121.22(G) (1)) and/or preparing for, conducting, and/or reviewing negotiations or bargaining sessions with public employees concerning their compensation, or other terms and conditions of their employment (O.R.C. 121.11 (G) (4)).

Motion moved by Michael A. Peterson and motion seconded by Charles T. George. A roll-call vote was taken and it was unanimous to enter Executive Session at 1:10 p.m. and exited Executive Session at 2:35 p.m.

D. New Business

None.

E. Background Materials

1. National Conference on Trusteeship Boston MA

 2024 (March) Trusteeship Conference Boston MA.pdf

F. Adjournment

IX. ACADEMIC EXCELLENCE AND STUDENT SUCCESS COMMITTEE

Molly S. Seals, Chair

Joseph J. Kerola, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business


None.

C. Committee Items

1. Academic Excellence and Student Success Consent Item

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

- a. Resolution to Modify Employment of Students Under the Federal Work-Study Program Policy, 3356-9-03.2 (Presenters: Elaine Ruse, Associate Vice President for Enrollment Planning and Management)

 Resolution to Modify - Employment of Students Under the Federal Work-Study Program Policy.pdf

Motion:

To approve Resolution

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. Passed unanimously.


2. Academic Excellence and Student Success Action Items

Request any member of the committee to indicate they would like a Resolution to not be considered via consent. After all Resolutions have been considered, roll call vote by consent or by individual Resolution.

- a. Resolution to Modify Faculty Workload Policy, 3356-10-20 (Presenters: Brien N. Smith, Provost and Vice President for Academic Affairs, Jennifer Pintar, Vice Provost for Academic Administration and Student Outreach Support)

Explanation of Modifications to *University Policy: 3356-10-20 Faculty workload*

This policy is being recommended for modification to match the language changes in the new Collective Bargaining Agreement and reflect the addition of the new term position, Principal Lecturer. Summer workload for thesis, non-thesis, or dissertation projects was also clarified.

 Resolution to Modify - Faculty Workload Policy.pdf


Motion:

Approve Resolution.

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. Passed unanimously.

- b. Resolution to Authorize Conferral of Honorary Degree (Presenters: Brien N. Smith, Provost and Vice President for Academic Affairs)

Summarization of the credentials of Bob DiPiero, who has been nominated to receive an honorary degree at the Fall 2023 Commencement Ceremony. Board approval is required.

 Resolution to Authorize Conferral of Honorary Degree.pdf

Motion:

Approve Resolution.

Motion moved by Anita A. Hackstedde, M.D. and motion seconded by Michael A. Peterson. Passed unanimously.

3. Academic Excellence and Student Success Discussion Items

- a. First Day Complete - The Pete Complete Book Program (Presenters: Joy Polkabila Byers, Associate Vice President of Student Experience)

Polkabila Byers introduced the Pete Complete Book Program. The program, slated for launch in Fall 2024, gives students the ability to have access to all of the required materials for their classes on the first day of the semester for a flat per credit hour rate. Such an approach helps reduce the costs of textbooks. Students can choose to opt out of the program on a semester-by-semester basis.

 BOT Pete Complete Introduction.pdf

- b. Academic Program Enhancement and Effectiveness Including Consideration of Undergraduate On-Line Programs (Presenters: Jennifer Pintar, Vice Provost for Academic Administration and Student Outreach Support)

Smith and Pintar reported on the consideration of engaging with AP to create and support undergraduate online programs. "In Fall of 2021 about 31 percent of all Ohio undergraduate online students are going out of state," said Pintar. It is projected that the online undergraduate programs will launch in January 2025.

- c. Relocation of Counseling Services and Dean of Students, Introduction of the New Director of Student Counseling Services, Francine Packard, and Annual Report on Student Complaints

(Presenters: Jennifer Pintar, Vice Provost for Academic Administration and Student Outreach Support, Nicole Kent-Strollo, Dean of Students and Ombudsperson)

Pintar, Kent-Strollo and Francine Packard, director of Student Counseling Services reported the relocation of the Dean of Students and Counseling Services to the third floor of DeBartolo Hall. The new Thrive Center will bring the Dean of Student offices, Student Counseling Services and the Penguin Pantry under the same roof. An Ohio Department of Higher Education grant, meant to prioritize student mental health was obtained and will be used for the move as well as to secure two additional counselors. Packard spoke about the ability to create higher quality services by partnering with the graduate programs in Social Work and Counseling to help expand social and emotional services to students on campus.

 Student Complaint Aggregate Data F22 S23 X23.pdf

- d. General Education Transformation (Presenters: Jennifer Pintar, Vice Provost for Academic Administration and Student Outreach Support)

Pintar spoke about the General Education Transformation framework. She shared that the Academic Senate had recently passed the framework and work is being done to incorporate micro-credentialing into the framework to assist students with career readiness.

- e. Introduction of the New Director of Career Exploration and Development, Sara Fugett, and Discussion Regarding Career Readiness (Presenters: Claire Berardini, Associate Provost for Student Success)

Berardini introduced Sara Fugett, director of Career Exploration and Development. Fugett discussed the importance of increasing experiential learning opportunities and access to internships for all students and the idea of embedding career development in the curriculum to better prepare students for the future.

- f. Academic Senate Update (Presenters: Martha Pallante, Chairperson, Academic Senate)

Pallante reported that Senate did pass the new framework for general education and that they are exploring Writing within the Discipline options to better prepare students for their chosen careers. She also spoke about the strong working relationship

with the Student Government Association the finalized reciprocal agreement that helps to outline faculty and student responsibilities.

 Report for Academic Senate - September 2023.pdf

4. Background Materials

To view the below listed background agenda items, please visit the September 2023 - Background Material folder.

a. Office of Research Services Quarterly Report

The Quarterly Report from the Office of Research Services is presented for the Board of Trustees' information.

b. Current Accreditation Activity

The report on accreditation activity shows recent accreditations and upcoming site visits and documents submitted.

c. Academic Programs Update

The report outlines new program development.

d. Welcome Week Schedule

Welcome Week is designed to enhance students' connection to and engagement in university life. Student engagement is one of the most important drivers of student success. A schedule of this year's events is attached.

D. New Business

None.

E. Adjournment

X. Workforce Education and Innovation Committee

Charles T. George, Chair

Laura A. Lyden, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business

None.

C. Committee Items

1. Workforce Education and Innovation Discussion Items

Jennifer Oddo, vice president of Workforce Education and Innovation, and David Janofa, associate vice president reported on divisional highlights, strategic initiatives, the quarterly financial overview, departmental updates and key performance indicators for the Division of Workforce Education and Innovation. Oddo shared that the YSU Workforce Team has been making great strides in aligning the division's mission and vision to support YSU's Take Charge of Our Future Strategic Action Plan, staying focused on quality of experience, stakeholder engagement and sustainability. Janofa spoke about the current efforts taking place on a state grant called Tech Prep, to further advance pathways to articulation. He also spoke about the recently introduced Industry Recognized Credential Assurance Guides (ITAG) which are slowly being developed and approved to be delivered by YSU Workforce. These will increase opportunity for future and current students to start on a pathway to a college degree. Oddo shared that the Divisional Administrative Offices, IT Workforce Accelerator and the James P. Tressel Institute for Leadership and Teamwork should be moved into their new space in Silvestri Hall by the end of September.

- a. Divisional Highlights (Presenters: Jennifer Oddo, Vice President, Guests: David Janofa, Assoc. Vice President)

 [C1a - Divisional Highlights.pdf](#)

- b. Strategic Initiatives (Presenters: Jennifer Oddo, Vice President, Guests: David Janofa, Assoc. Vice President)

 [C1b - Strategic Initiatives.pdf](#)

- c. Quarterly Financial Overview (Guests: David Janofa, Assoc. Vice President, Kelli Miller, Director of Finance and Operations)

 [C1c - Quarterly Financial Overview.pdf](#)

- d. Departmental Updates (Presenters: Jennifer Oddo, Vice President, Guests: David Janofa, Assoc. Vice President)

 [C1d - Departmental Updates.pdf](#)

- e. Key Performance Indicators (Presenters: Jennifer Oddo, Vice President, Guests: David Janofa, Assoc. Vice President, Kelli Miller, Director of Finance and Operations)

 [C1e - Key Performance Indicators.pdf](#)

2. Background Materials

None.

D. New Business

None

E. Adjournment

XI. UNIVERSITY AFFAIRS COMMITTEE

Anita A. Hackstedde, Chair

Charles T. George, Vice Chair

All Trustees are Members

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business

None

C. Committee Items

1. University Affairs Consent Items


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

Motion:


To approve all Resolutions associated with the Consent Agenda item.

Motion moved by Charles T. George and motion seconded by Michael A. Peterson. Passed unanimously.


- a. Resolution to Modify Sick Leave Accrual, Use and Conversion, Excluded Professional/Administrative and Excluded Classified Staff Policy, 3356-7-13

 Resolution to Modify - Sick Leave Accrual, Use & Conversion, Excluded PA & Classified Staff policy.pdf


- b. Resolution to Modify Political Activities of Employees Policy, 3356-7-25

 Resolution to Modify - Political Activities of Employees policy.pdf


- c. Resolution to Modify Classified Civil Service Employees Policy, 3356-7-41

 Resolution to Modify - Classified Civil Service Employees policy.pdf

- d. Resolution to Modify Supplemental Pay for Faculty and Professional/Administrative Staff Policy, 3356-7-46

 Resolution to Modify - Supplemental Pay for Faculty & PA Staff policy.pdf

- e. Resolution to Modify Relocation Allowance for New Full-time Employee Policy, 3356-7-54

 Resolution to Modify - Relocation Allowance for New Full-time Employee policy.pdf

2. University Affairs Executive Session

- a. Litigation, Personnel and Collective Bargaining Update (Presenters: Holly Jacobs, Vice President for Legal Affairs and Human Resources)

A summary of current litigation and personnel matters, as well as a collective bargaining update.

Motion:


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

Motion moved by Michael A. Peterson and motion seconded by Charles T. George. The Committee entered Executive Session following a roll-call vote with unanimous approval. Entered Executive Session at 4:11 p.m. and exited Executive Session at 4:33 p.m.

3. University Affairs Action Items

Request any member of the committee to indicate they would like a Resolution to not be considered via consent. After all Resolutions have been considered, roll call vote by consent or by individual Resolution.

- a. Resolution to Prefer the Student Code of Conduct Procedures Over O.R.C. 3345.21-3345.23 for Students Arrested and Charges with Crimes of Violence (Presenters: Holly Jacobs, Vice President for Legal Affairs and Human Resources, Ross Miltner, Associate General Counsel)


 Resolution - Student Code of Conduct & ORC 3345.21-3345.23 pgs..pdf


Motion:

Approve Resolution.

Motion moved by Charles T. George and motion seconded by Michael A. Peterson. Passed unanimously.

- b. Resolution to Ratify YSU-ACE Labor Agreement (Presenters: Holly Jacobs, Vice President for Legal Affairs and Human Resources)

 Resolution to Ratify YSU-ACE Labor Agreement.pdf

 REDLINE YSU-ACE Collective Bargaining Agreement 2023-2026.pdf

Motion:

Approve Resolution.

Motion moved by Molly S. Seals and motion seconded by Charles T. George. Passed unanimously.

- c. Resolution Regarding Terms and Conditions of Employment for Classified Employees Excluded from Collective Bargaining (Presenters: Holly Jacobs, Vice President for Legal Affairs and Human Resources)

 Resolution for Classified Excluded ACE Employees.pdf

Motion:

Approve Resolution.

Motion moved by Charles T. George and motion seconded by Michael A. Peterson. Passed unanimously.

- d. Resolution to Modify Resolution to Modify Hiring and Selection Process, Evaluation and Compensation for Intercollegiate Athletic Coaches Policy, 3356-7-36 (Presenters: Ross Miltner, Associate General Counsel)

**Explanation of Modifications to *University Policy*:
3356-7-36 Hiring and selection process, evaluation and compensation for intercollegiate athletic coaches.**


At the June 2023 meeting of the Board's intercollegiate athletics committee, the Executive Director of Athletics presented the athletics department's intention to begin the use of multi-year coaching appointments.

As a means toward that end, Board policy 3356-7-36, titled "Hiring and selection process, evaluation and compensation for intercollegiate athletic coaches", required updating. The policy now provides three options for athletics coaches' employment agreements:

- An appointment with a sixty-day notice of termination clause; or
- An appointment for multiple years with a sixty-day notice of termination clause; or
- An employment contract for multiple years.

The updates to the policy further provide parameters to govern the new category of agreement.

Additionally, updates clarify the process by which search waivers should be utilized for hiring and selection of athletics coaches.

 Resolution to Modify - Hiring & Selection Process, Evaluation & Compensation for Athletic Coaches policy.pdf

Motion:


Approve Resolution.

Motion moved by Charles T. George and motion seconded by Michael A. Peterson. Passed unanimously.

- e. Resolution to Ratify Personnel Actions (Presenters: Jennifer Lewis-Aey, Executive Director & Chief Human Resources Officer)


University policies require that the Chief Human Resources Officer provide a summary of appointments, promotions, and other personnel actions for faculty and professional/administrative staff, including intercollegiate athletics coaching positions for April 16, 2023, through July 15, 2023. Personnel actions for faculty and

professional/administrative staff are contingent upon approval of the Board of Trustees.

 Resolution to Ratify Personnel Actions - Faculty & PA Staff including Athletics.pdf

 Faculty - Board Summary 7-15-23.pdf

 Faculty Personnel Appts. 7-15-23.pdf

 Professional Administrative - Board Summary 7-15-23.pdf

 Professional Administrative Personnel Appts. 7-15-23.pdf

 Athletics - Board Summary 7-15-23.pdf

 Athletics Personnel Appts. 7-15-23.pdf

Motion:

Approve Resolution.

Motion moved by Molly S. Seals and motion seconded by Charles T. George. Passed unanimously.

4. Background Materials

To view the below listed background agenda items, please visit the September 2023 - Background Material folder.

a. Human Resources Update

This report will provide an update on current accomplishments and priorities for moving forward with Human Resources Department operations; and provide the status of all Unfair Labor Practices, Grievances and Arbitrations.

 HR Update - September 2023.pdf

 Employment - SNAPSHOT 2023 September.pdf

b. Human Resources Update on Position Searches

This report will provide a list of all searches in progress.

 Current Job Postings 8-28-23.pdf

c. Classified Civil Service Personnel Actions


This is a summary of all personnel actions approved by the Chief Human Resources Officer serving as the appointing authority for classified staff.

 Classified - Board Summary 7-15-23.pdf

 Classified Personnel Appts. 7-15-23.pdf

d. Supplemental Pay Assignments

 Supplemental Pay Summary 7-15-23.pdf

 Supplemental Pay Report 7-15-23.pdf

e. Report on Search Waivers

 Search Waiver Report - September 2023.pdf

f. Years of Service Recognition for Faculty and Staff for Calendar Year 2023

 Years of Service Recognition - 2023.pdf

D. New Business

None.

E. Adjournment

XII. EXECUTIVE COMMITTEE

Michael A. Peterson, Chair

Charles T. George, Vice Chair

Joseph J. Kerola

Anita A. Hackstedde

Molly S. Seals

Allen L. Ryan

A. Disposition of the Minutes for the Previous Meeting

Approved as submitted.

B. Old Business

None.

C. Committee Items

D. Executive Committee Action Item

None.

E. Executive Committee Discussion Item

1. Interim President Report

 HKL September 2023 PP FINAL.pptx

F. New Business

None.

G. Adjournment



APPENDIX

*YSU Board of Trustees
Committee Meetings*

September 19, 2023

*Resolutions, Supporting
Documents and Background
Materials*

**Board of Trustees Committee Meetings - TUESDAY,
SEPTEMBER 19, 2023 - MEETINGS BEGIN AT 10:00AM**

Youngstown State University - Board of Trustees
Board Meeting Room, 1st Floor, Tod Hall
Sep 19, 2023 10:00 AM - 5:30 PM EDT

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 - b. Fiscal Year 2021-22 Financial Analysis of Benchmark Institutions.....16**
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- E. Adjournment**

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- C. Committee Items**
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 - a. No material this quarter.**
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BOARD OF TRUSTEES Meeting Schedule

Tuesday, September 19, 2023

10:00 a.m.	Intercollegiate Athletics Committee	Board Meeting Room 1st Floor, Tod Hall
10:30 a.m.*	Investment Committee	Board Meeting Room 1st Floor, Tod Hall
11:00 a.m.*	Audit Subcommittee	Board Meeting Room 1st Floor, Tod Hall
11:30 a.m.*	Finance & Facilities Committee	Board Meeting Room 1st Floor, Tod Hall
12:30 p.m.	Lunch	Leaders' Conference Room #236 2nd Floor, Tod Hall
1:00 p.m.*	Institutional Engagement	Board Meeting Room 1st Floor, Tod Hall
1:45 p.m.*	Governance Committee	Board Meeting Room 1st Floor, Tod Hall
2:30 p.m.*	Academic Excellence & Student Success	Board Meeting Room 1st Floor, Tod Hall
3:00 p.m.*	Workforce Education and Innovation Committee	Board Meeting Room 1st Floor, Tod Hall
3:30 p.m.*	University Affairs Committee	Board Meeting Room 1st Floor, Tod Hall
4:30 p.m.*	Executive Committee	Board Meeting Room 1st Floor, Tod Hall

Wednesday, September 20, 2023

10:00 a.m.	Board Meeting	Board Meeting Room 1st Floor, Tod Hall
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*Approximate time for start of the meeting; the meeting will start immediately following preceding committee meet



YOUNGSTOWN STATE UNIVERSITY BOARD OF TRUSTEES COMMITTEES

Michael A. Peterson, Chair
Charles T. George, Vice Chair
Anita A. Hackstedde, Secretary

2023-2024 STANDING COMMITTEES

ACADEMIC EXCELLENCE AND STUDENT SUCCESS COMMITTEE

Molly S. Seals, Chair
Joseph J. Kerola, Vice Chair
All Trustees are members

FINANCE AND FACILITIES COMMITTEE

Allen L. Ryan, Jr., Chair
Sergul A. Erzurum, Vice Chair
All Trustees are members

AUDIT SUBCOMMITTEE

Molly S. Seals, Chair
Richard C. Fryda, Vice Chair
Laura A. Lyden
Anita A. Hackstedde
Joseph J. Kerola

INVESTMENT COMMITTEE

Allen L. Ryan, Jr., Chair
Charles T. George, Vice Chair
All Trustees are members

INTERCOLLEGIATE ATHLETICS COMMITTEE

Joseph J. Kerola, Chair
Richard C. Fryda, Vice Chair
All Trustees are members

INSTITUTIONAL ENGAGEMENT COMMITTEE

Anita A. Hackstedde, Chair
Allen L. Ryan, Jr., Vice Chair
All Trustees are members

WORKFORCE EDUCATION AND INNOVATION COMMITTEE

Charles T. George, Chair
Laura A. Lyden, Vice Chair
All Trustees are members

UNIVERSITY AFFAIRS COMMITTEE

Anita A. Hackstedde, Chair
Charles T. George, Vice Chair
All Trustees are members

GOVERNANCE COMMITTEE

Michael A. Peterson, Chair
Charles T. George, Vice Chair
All Trustees are members

EXECUTIVE COMMITTEE

Michael A. Peterson, Chair
Charles T. George, Vice Chair
Joseph J. Kerola
Anita A. Hackstedde
Molly S. Seals
Allen L. Ryan, Jr.



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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY	TYPE OF SEPARATION
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE	NEW SALARY	OLD FTE	PREVIOUS SALARY
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

EMPLOYEE NAME	NEW EMPLOYEE TYPE / OLD EMPLOYEE TYPE	NEW POSITION TITLE / OLD POSITION TITLE	NEW DEPARTMENT / OLD DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE / OLD FTE	NEW SALARY	PREVIOUS SALARY
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

EMPLOYEE NAME	NEW EMPLOYEE TYPE / OLD EMPLOYEE TYPE	NEW POSITION TITLE / OLD POSITION TITLE	DEPARTMENT	CONTRACT / APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE	NEW SALARY	PREVIOUS SALARY
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

**YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
2021-22 FINANCIAL ANALYSIS
EXPENDITURES**

MISSOURI VALLEY CONFERENCE / MVFC

	Men's Basketball Expenses	Women's Basketball Expenses	Football Expenses	Total Expenses
Average	3,045,081	1,548,783	4,921,543	21,464,453
YSU	1,708,158	1,179,769	4,230,772	17,773,159
<i>Difference</i>	<i>(1,336,923)</i>	<i>(369,014)</i>	<i>(690,771)</i>	<i>(3,691,294)</i>

MID AMERICAN CONFERENCE

	Men's Basketball Expenses	Women's Basketball Expenses	Football Expenses	Total Expenses
Average	2,338,827	1,692,467	8,815,901	30,084,607
YSU	1,708,158	1,179,769	4,230,772	17,773,159
<i>Difference</i>	<i>(630,669)</i>	<i>(512,698)</i>	<i>(4,585,129)</i>	<i>(12,311,448)</i>

HORIZON LEAGUE

	Men's Basketball Expenses	Women's Basketball Expenses	Total Expenses	League Sponsored Sports
Average	2,821,589	1,824,730	14,607,332	9,709,814
YSU	1,708,158	1,179,769	17,773,159	8,769,501
<i>Difference</i>	<i>(1,113,431)</i>	<i>(644,961)</i>	<i>3,165,827</i>	<i>(940,313)</i>

**YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
2021-22 FINANCIAL ANALYSIS
REVENUES**

MISSOURI VALLEY CONFERENCE / MVFC

	Total Football Expenses	Total Earned Football Revenue	% of Earned Income vs. Total Expenses	Total Institutional Investment
Average	4,921,543	1,154,966	23%	3,766,577
YSU	4,230,772	2,197,700	52%	2,033,072
<i>Difference</i>	<i>(690,771)</i>	<i>1,042,734</i>	<i>29%</i>	<i>(1,733,505)</i>

HORIZON LEAGUE – MEN’S BASKETBALL

	Total Men’s Basketball Expenses	Total Earned Men’s Basketball Revenue	% of Earned Income vs. Total Expenses	Total Institutional Investment
Average	2,821,589	507,154	18%	2,314,435
YSU	1,708,158	384,192	22%	1,323,966
<i>Difference</i>	<i>(1,113,431)</i>	<i>(122,962)</i>	<i>4%</i>	<i>(990,469)</i>

HORIZON LEAGUE - TOTAL

	Total Athletically Generated Revenue	Total Expenses	% of Income vs. Total Expenses	Total Institutional Investment
Average	2,635,668	14,607,332	18%	11,971,664
YSU	4,776,674	17,773,159	27%	12,996,485
<i>Difference</i>	<i>2,141,006</i>	<i>3,165,827</i>	<i>9%</i>	<i>1,024,821</i>

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
2021-22 FINANCIAL ANALYSIS

MVFC / MID AMERICAN / HORIZON LEAGUE

	2021-22 Unallocated Expenses	2021-22 Total Expenses
Average	6,463,842	22,339,764
YSU	3,927,285	17,773,159
<i>Difference</i>	<i>(2,536,557)</i>	<i>(4,566,605)</i>

	Spending Per Student- Athlete	Spending Per Student-Athlete (Less Scholarships)	Institutional Funding Per Student-Athlete
MVFC Average	46,808	35,161	30,114
YSU	35,546	24,583	25,553
<i>Difference</i>	<i>(11,262)</i>	<i>(10,578)</i>	<i>(4,561)</i>
MAC Average	66,521	49,116	44,567
YSU	35,546	24,583	25,553
<i>Difference</i>	<i>(30,975)</i>	<i>(24,533)</i>	<i>(19,014)</i>

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
2021-22 FINANCIAL ANALYSIS

MVC / MID AMERICAN / HORIZON LEAGUE

Men's Sports	YSU Rank	Total Sponsored		Peer Average Expenses	YSU Expenses	Difference
Baseball	18	21		1,018,478	780,515	(237,963)
Basketball	26	27		2,641,755	1,708,158	(933,597)
Track & Field	6	16		588,698	628,310	39,612
Football	15	18		7,480,066	4,230,772	(3,249,294)
Golf	16	20		305,214	206,037	(99,177)
Swimming	8	11		427,449	370,875	(56,574)
Tennis	10	11		346,360	231,762	(114,598)
Total Men				12,808,020	8,156,429	(4,651,591)

Women's Sports	YSU Rank	Total Sponsored		Peer Average Expenses	YSU Expenses	Difference
Basketball	27	27		1,710,619	1,179,769	(530,850)
Bowling	1	1		-	309,494	309,494
Track & Field	11	26		737,469	821,130	83,661
Golf	15	23		330,101	292,095	(38,006)
Lacrosse	4	5		501,501	536,107	34,606
Soccer	20	27		738,829	602,321	(136,508)
Softball	22	24		786,453	563,234	(223,219)
Swimming	16	20		655,965	421,856	(234,109)
Tennis	13	18		420,540	333,892	(86,648)
Volleyball	21	26		767,028	629,547	(137,481)
Total Women				6,648,505	5,689,445	(959,060)

YOUNGSTOWN STATE UNIVERSITY
INTERCOLLEGIATE ATHLETICS
FOOTBALL

	MVFC RANK TOTAL EXPENSES	MVFC RANK TOTAL SALARIES	TOTAL # OF MVFC INSTITUTIONS IN SURVEY	% OF TOTAL ATHLETIC DEPARTMENT BUDGET
2021-22	8	8	11	26%
2020-21	6	7	11	29%
2019-20	6	7	11	27%
2018-19	6	6	11	26%
2017-18	6	6	11	26%
2016-17	5	4	10	27%
2015-16	5	4	10	27%
2014-15	2	4	10	27%
2013-14	3	3	10	28%
2012-13	3	1	10	30%
2011-12	2	1	10	30%
2010-11	3	1	10	29%
2009-10	3	1	9	27%
2008-09	4	4	9	26%
2007-08	4	4	9	24%
2006-07	4		9	26%
2005-06	3		7	26%
2004-05	1		7	26%
2003-04	1		7	26%
2002-03	1		7	26%
2001-02	2		7	24%
2000-01	1		7	24%

Note: The Total # of MVFC Institutions in Survey figure represents the number MVFC that we received their NCAA Financial Report and not necessarily when each institution entered the conference. The original 7 institutions include Illinois State, Indiana State, Missouri State, Northern Iowa, Western Illinois, and Youngstown State. North Dakota State and South Dakota State began competing in 2008. South Dakota entered the conference in 2012 and North Dakota followed in 2020.

Note: The rankings above are based upon the NCAA Financial Report. For an unknown reason, some institutions report different figures on this report than they report on the EADA Survey. This difference can change our ranking from one table to the next in this presentation.

YOUNGSTOWN STATE UNIVERSITY

INTERCOLLEGIATE ATHLETICS

	YSU HORIZON LEAGUE MCCAFFERTY FINISH	TOTAL # OF HORIZON LEAGUE INSTITUTIONS	TOTAL MCCAFERTY POINTS SCORED BY YSU
2022-23	1	11	56
2021-22	2	12	52
2020-21	1	12	45
2019-20	COVID	COVID	COVID
2018-19	4	10	37
2017-18	5	10	30
2016-17	2	10	44
2015-16	4	10	34
2014-15	3	9	45
2013-14	2	9	43
2012-13	7	9	31
2011-12	10	10	23
2010-11	8	10	17
2009-10	8	10	17
2008-09	8	10	22
2007-08	6	10	26
2006-07	9	9	14
2005-06	5	9	30
2004-05	8	9	26
2003-04	9	9	20
2002-03	7	9	22
2001-02	8	9	15

NAME, IMAGE, AND LIKENESS (NIL) AT YSU:

Total NIL Earnings (each year defined as July 1-June 30):

2023-24: \$451,441.36 -> 264% increase

2022-23: \$124,011.66 -> 144% increase.

2021-22: \$50,689.68

Total: \$626,142.70

Total NIL earnings by sport since July 1, 2021:

Men's Basketball: \$330,209.33

Football: \$216,963.00

Women's Basketball: \$58,355.15

All Other Sports: \$20,615.22

YSU Success Amongst Peers:

Per information provided by YSU's NIL partner, Opendorse, YSU student-athletes earn far more on average than their league peers. YSU was recognized by the Horizon League/Opendorse as the top earning school in 2022-23 while the top 3 individual earning athletes all were YSU student-athletes. Other information provided by Opendorse, shows that YSU Men's Basketball, Football, and Women's Basketball student-athletes earn much higher than the top average earners amongst their conference peers and in football's case, the entire FCS.



The Penguin Collective:

The Penguin Collective is a 3rd party entity, separate from YSU Athletics, that was established to enhance NIL opportunities for YSU student-athletes. The Penguin Collective has done a tremendous job of fundraising in the 7 months since their launch earlier this year. The Penguin Collective has disbursed \$455,783.33 to YSU student-athletes thus far and has helped YSU gain notoriety as one of the best "mid-major" Division 1 schools when it comes to NIL.



September 19, 2023

YOUNGSTOWN STATE UNIVERSITY



*1100 Superior Avenue East Suite 700
Cleveland, Ohio 44114
216.621.1090 | clearstead.com*

INSIGHTS & NEWS

PUBLICATIONS	PODCAST & VIDEOS	PR, AWARDS, & INITIATIVES
<p>CLEARPOINT Demystifying Private Alternatives and Debunking Fears The Outcome is Income – Evolving Portfolio Construction A Review of Our Next Generation of Leaders and Engaging Them in the Workplace</p> <p>RESEARCH CORNER Weekly Updates from our Investment Office</p> <p>MARKET MINUTE Review of April 2023 Review of May 2023 Review of June 2023</p>	 <p>Podcast Episode 10: A Discussion of the Banking Sector</p> <p>VIDEOS 2Q23 Quarterly Insights About Clearstead Private Wealth Management Institutional Investment Consulting The Investment Office</p>	<p>PR Clearstead Advisors Acquires Santa Fe-Based Avalon Trust Clearstead Acquires the Business of CLS Consulting, LLC</p> <p>AWARD 2022 NAPA Top DC Advisor Teams*</p>  <p>INITIATIVE Sustainable Clearstead 2022 Impact Report</p>

*The National Association of Plan Advisors (NAPA) Top DC Advisor Teams list is an independent listing produced annually by NAPA. The data reported was as of 12/31/2022. The NAPA Top DC Advisor Teams list is based on self-reported data from RIA firms, regulatory disclosures and NAPA's research. The listing is based on RIAs that provide services to defined contribution plans in the following primary areas: assets under advisement for DC plans supported, total number of DC plans supported, % of total firm revenue from DC plan support. This award does not evaluate the quality of services provided to clients and is not indicative of the practice's future performance. While Clearstead is a member of NAPA, neither participating RIA firms nor their employees pay a fee to NAPA in exchange for inclusion in the NAPA Top DC Advisor Teams list.

CONTENTS

1. Initiatives
2. Capital Markets Update
3. Non-Endowment Assets: Performance & Asset Allocation Review
4. Strategic Asset Allocation Review
 - ORC Compliance
5. Fee Analysis

APPENDIX

Endowment Assets: Performance & Asset Allocation Review

Detailed Performance

Supporting Information



INITIATIVES

2023 CALENDAR YEAR INITIATIVES

	1Q	2Q	3Q	4Q	COMMENTS:
STRATEGIC / ADMINISTRATIVE	Investment Policy Review	✓			Updates with Discretion Decision
	Strategic Asset Allocation Review			✓	
	Peer Review				<input type="checkbox"/>
	2024 Oversight Dashboard				<input type="checkbox"/>
	STAR Ohio/Plus Annual Review		✓		Completed in June 2023
PORTFOLIO	Fixed Income Review		✓		
	Alternative Investments Review	✓			March '23: Real Assets
	Global Equity Review				<input type="checkbox"/>
	Invnt Manager Recommendation	✓			Infrastructure Manager Recommendation
PERFORMANCE	Capital Markets Review	✓	✓	✓	<input type="checkbox"/>
	Quarterly Performance Review	✓	✓	✓	<input type="checkbox"/>
	Endowed Account Review / Oversight	✓	✓	✓	<input type="checkbox"/>
OTHER	Fee Review			✓	
	ORC Compliance Review			✓	
	Clearstead Firm Update	✓			
	Investment Structure Review	✓			

LAST REVIEWED

Investment Policy:	03/02/2022
Strategic Asset Allocation:	03/02/2022
Fee Review:	09/20/2022

MEETING SCHEDULE

1Q:	March 1, 2023
2Q:	June 21, 2023
3Q:	September 19, 2023
4Q:	December 6, 2023



CAPITAL MARKETS UPDATE

QUARTERLY THEMES

WHAT HAPPENED LAST QUARTER?

- Markets shifted attention from banking stress to Artificial Intelligence, boosting technology stocks
- “Magnificent Seven” were responsible for the bulk of the rally, while the rest of the market was flat
- Equities performed well during the quarter, led by developed markets, while EM stocks lagged
 - Quarter: S&P 500 +8.7%; MSCI EAFE +3.0%; MSCI Emerging Markets +0.9%
 - YTD: S&P 500 +16.9%; MSCI EAFE +11.7%; MSCI Emerging Markets +4.9%
- U.S. economy remained resilient in the first half of 2023, widening the runway for a potential soft-landing

LOOKING FORWARD:

- Recession timing expected to be pushed to 2024 with declining impact
 - Federal Reserve driven recessionary risks waning; Consensus expecting soft-landing scenario
 - Technical indicators appear strong with breakout from rangebound market in 2Q
- Corporate earnings to be a key indicator to watch as rally extends
 - Hinges on continued strength of U.S. labor market and consumer spending
- New paradigm shift – higher interest rates for longer; Consumers and businesses must adjust to interest costs
 - Highly levered business sectors will experience a gradual shake-out

Source: Clearstead, Federal Reserve, Bloomberg LP. As of 6/30/2023. Past performance is not an indicator of future results.

ASSET CLASS RETURNS

2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	Q1 2023	Q2 2023	2023 YTD
Sm/Mid 36.8%	Large Cap 13.7%	Large Cap 1.4%	Sm/Mid 17.6%	Em Mkt 37.3%	Cash 1.9%	Large Cap 31.5%	Sm/Mid 20.0%	Large Cap 28.7%	Cash 1.5%	Dev Intl 8.5%	Large Cap 8.7%	Large Cap 16.9%
Large Cap 32.4%	Sm/Mid 7.1%	US Bonds 0.6%	Hi Yld 17.5%	Dev Intl 25.0%	US Bonds 0.0%	Sm/Mid 27.8%	Large Cap 18.4%	Sm/Mid 18.2%	Hdg Fnds -4.7%	Large Cap 7.5%	Sm/Mid 5.2%	Dev Intl 11.7%
Dev Intl 22.8%	US Bonds 6.0%	Cash 0.1%	Large Cap 12.0%	Large Cap 21.8%	Glb Bond -0.9%	Dev Intl 22.0%	Em Mkt 18.3%	Dev Intl 11.3%	Hi Yld -11.2%	Em Mkt 4.0%	Dev Intl 3.0%	Sm/Mid 8.8%
Hdg Fnds 9.0%	Hdg Fnds 3.4%	Hdg Fnds -0.3%	Em Mkt 11.2%	Sm/Mid 16.8%	Hi Yld -2.3%	Em Mkt 18.4%	Hdg Fnds 10.9%	Hdg Fnds 6.5%	US Bonds -13.0%	Hi Yld 3.7%	Hi Yld 1.6%	Hi Yld 5.4%
Hi Yld 7.4%	Hi Yld 2.5%	Dev Intl -0.8%	US Bonds 2.7%	Glb Bond 9.3%	Hdg Fnds -4.0%	Hi Yld 14.4%	Glb Bond 9.5%	Hi Yld 5.4%	Dev Intl -14.5%	Sm/Mid 3.4%	Hdg Fnds 1.5%	EM Mkt 4.9%
Cash 0.1%	Cash 0.0%	Sm/Mid -2.9%	Glb Bond 1.9%	Hdg Fnds 7.8%	Large Cap -4.4%	US Bonds 8.8%	Dev Intl 7.8%	Cash 0.1%	Large Cap -18.1%	Glb Bond 3.1%	Cash 1.2%	Cash 2.3%
US Bonds -2.0%	Em Mkt -2.2%	Hi Yld -4.6%	Dev Intl 1.0%	Hi Yld 7.5%	Sm/Mid -10.0%	Hdg Fnds 8.4%	US Bonds 7.5%	US Bonds -1.5%	Sm/Mid -18.4%	US Bonds 3.0%	EM Mkt 0.9%	Hdg Funds 2.3%
Em Mkt -2.6%	Glb Bond -2.8%	Glb Bond -4.8%	Hdg Fnds 0.5%	US Bonds 3.5%	Dev Intl -13.8%	Glb Bond 5.0%	Hi Yld 6.2%	Em Mkt -2.5%	Glb Bond -19.6%	Hdg Fnds 1.6%	US Bonds -0.8%	US Bonds 2.1%
Glb Bond -4.9%	Dev Intl -4.5%	Em Mkt -14.9%	Cash 0.3%	Cash 0.9%	Em Mkt -14.6%	Cash 2.3%	Cash 0.5%	Glb Bond -8.2%	Em Mkt -20.1%	Cash 1.1%	Glb Bonds -2.9%	Glb Bonds 0.1%

Past performance is not an indicator of future results. Asset classes represented by: Large Cap – S&P 500 Index; Sm/Mid – Russell 2500 Index; Dev Intl – MSCI EAFE Index; Em Mkt – MSCI Emerging Markets Index; Hi Yld – Bank of America Merrill Lynch U.S. High Yield Master II; US Bonds – Barclays Capital U.S. Aggregate; Glb Bond – Barclays Capital Global Treasury ex US; Hdg Fnds – HFRI FOF: Diversified Index; Cash – Merrill Lynch 91-day Tbill . Data as of 6/30/2023. Source: Morningstar Direct.

U.S. ECONOMIC PROJECTIONS

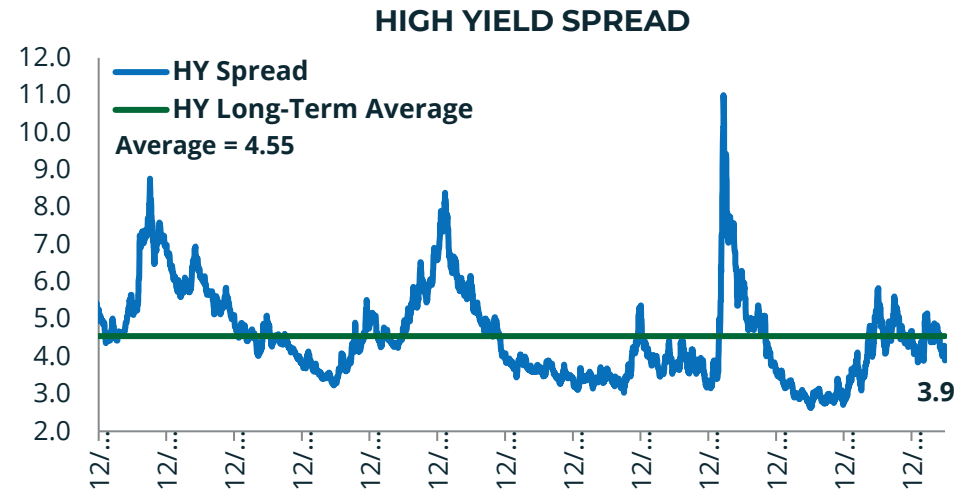
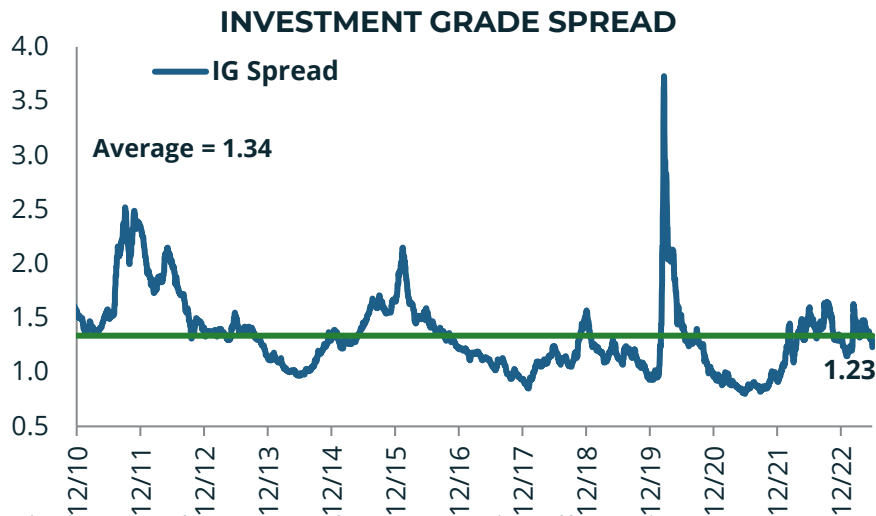
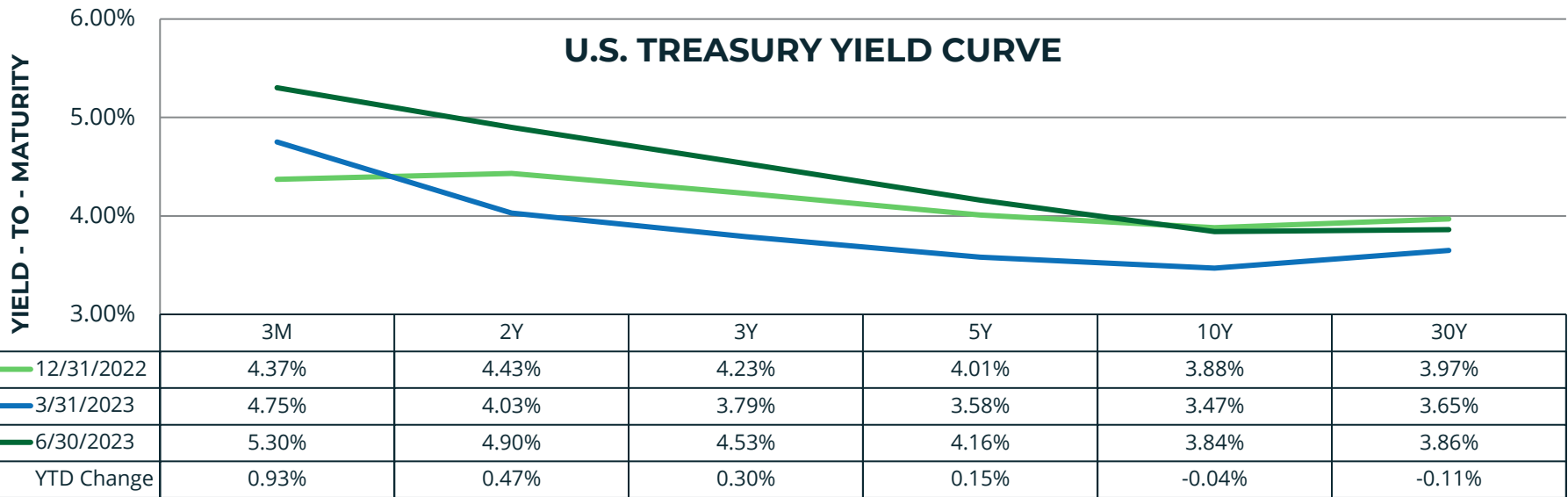
FEDERAL RESERVE BOARD MEMBERS & BANK PRESIDENTS

		2023	2024	2025	LONGER RUN*
GDP	June 2023	1.0%	1.1%	1.8%	1.8%
	March 2023	0.4%	1.2%	1.9%	1.8%
	December 2022	0.5%	1.6%	1.8%	1.8%
	September 2022	1.2%	1.7%	1.8%	1.8%
Unemployment Rate	June 2023	4.1%	4.5%	4.5%	4.0%
	March 2023	4.5%	4.6%	4.6%	4.0%
	December 2022	4.6%	4.6%	4.5%	4.0%
	September 2022	4.4%	4.4%	4.3%	4.0%
Core PCE Inflation	June 2023	3.9%	2.6%	2.2%	
	March 2023	3.6%	2.6%	2.1%	
	December 2022	3.5%	2.5%	2.1%	
	September 2022	3.1%	2.3%	2.1%	
Federal Funds Rate	June 2023	5.6%	4.6%	3.4%	2.5%
	March 2023	5.1%	4.3%	3.1%	2.5%
	December 2022	5.1%	4.1%	3.1%	2.5%
	September 2022	4.6%	3.9%	2.9%	2.5%
# of implied 25 bps rate changes year	June 2023	5	-4	-5	
	March 2023	3	-3	-5	
	December 2022	3	-4	-4	
	September 2022	1	-3	-4	

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

Source: Clearstead, U.S. Federal Reserve.
Data as of 06/30/2023. Past performance is not an indicator of future results.

FIXED INCOME MARKETS: RATES HIGHER AND NARROW SPREADS



Source: Bloomberg. Data as of 6/30/2023. Past performance is not an indicator of future results.

MARKET PERFORMANCE: JULY UPDATE

July was a good month for risk assets; market leadership broadened as small caps and EM/China led the way.

- Little difference between value vs. growth in U.S. large-cap, but mid-caps and dividend strategies outperformed; “Magnificent Seven” lagged on a relative basis

In fixed income, yields trended higher, and high-yield outperformed; U.S. Dollar weakened modestly.

July was dominated by positive economic surprises and a soft-landing scenario becoming entrenched; Early Q2 earning season largely also better than expected; Investor sentiment rose sharply.

MARKET	2022	Q1-23	Q2-23	Jul-23	YTD	Trend
S&P 500	-18.1%	7.5%	8.7%	3.2%	20.6%	■ ■ —
Russell 2000	-20.5%	2.7%	5.2%	6.1%	14.7%	— ■ ■
MSCI EAFE	-14.5%	8.5%	3.0%	3.2%	15.3%	■ — —
MSCI EM	-20.1%	4.0%	0.9%	6.2%	11.4%	■ — ■
MSCI China	-21.9%	4.7%	-9.7%	10.8%	4.7%	— ■ ■
MSCI ACWI	-18.0%	7.4%	6.2%	3.7%	18.5%	■ ■ —
Bloomberg US Agg Bond	-13.0%	3.0%	-0.8%	-0.1%	2.0%	■ — —
Bloomberg High Yield Bond	-11.2%	3.6%	1.8%	1.4%	6.8%	■ — —
Bloomberg Muni Bond	-8.5%	2.8%	-0.1%	0.4%	3.1%	■ — —

Source: Bloomberg 7/31/2023. Past performance is not an indicator of future results



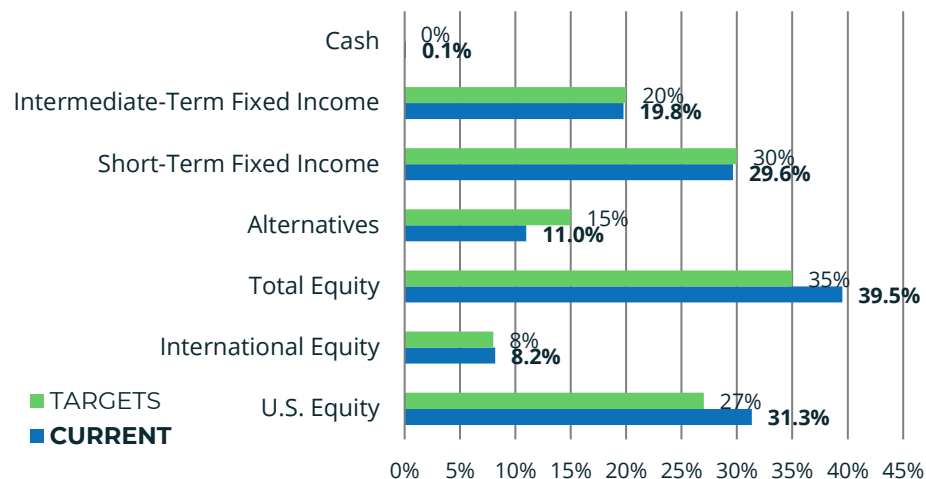
**NON-ENDOWMENT ASSETS:
PERFORMANCE & ASSET ALLOCATION
REVIEW**

NON-ENDOWMENT PERFORMANCE REVIEW (AS OF 6/30/2023)

NON-ENDOWMENT ASSETS	MARKET VALUE (\$MM)	TRAILING PERIODS								CALENDAR YEARS			SINCE INCEPTION ⁴
		QTD	FYTD	CYTD	1 YR	3 YR	5 YR	7 YR	10 YR	2022	2021	2020	
Total Non-Endowment Assets	\$77.312	2.4%	6.9%	5.9%	6.9%	5.1%	4.7%	4.9%	4.2%	-7.8%	7.8%	9.5%	4.0%
	<i>Benchmark¹</i>	1.9%	5.7%	4.4%	5.7%	3.1%	3.4%	3.5%	3.0%	-4.7%	4.3%	5.9%	3.1%
Operating & Short-Term Pool	\$13.965	1.2%	3.6%	2.3%	3.6%	1.2%	1.6%	1.4%	1.0%	1.4%	0.0%	1.1%	0.8%
	<i>Benchmark²</i>	1.1%	3.4%	2.2%	3.4%	1.2%	1.5%	1.3%	1.0%	1.2%	0.0%	0.8%	0.8%
Long-Term Pool	\$63.347	2.7%	7.9%	6.5%	7.9%	4.9%	4.6%	5.2%	4.8%	-11.2%	9.5%	8.8%	4.9%
	<i>Benchmark³</i>	2.4%	7.4%	6.2%	7.4%	4.6%	4.8%	5.2%	4.7%	-9.7%	8.0%	10.0%	4.6%

LONG-TERM POOL ASSET ALLOCATION

	CURRENT	TARGETS	RANGE	+ / -
U.S. Equity	31.3%	27%	20-35%	4.3%
International Equity	8.2%	8%	0-15%	0.2%
Total Equity	39.5%	35%	25-45%	4.5%
Alternatives	11.0%	15%	0-20%	-4.0%
Short-Term Fixed Income	29.6%	30%	25-45%	-0.4%
Intermediate-Term Fixed Income	19.8%	20%	10-30%	-0.2%
Cash	0.1%	0%	0-5%	0.1%



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

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

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

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

LONG-TERM POOL PERFORMANCE REVIEW: JULY UPDATE

	Market Value 07/01/2023	Market Value 07/31/2023	% of Portfolio	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yr (%)	5 Yr (%)	Inception (%)	Inception Date
Total University Assets	\$77,312,438	\$71,407,647	100.0	1.5	1.5	7.5	5.2	4.7	4.8	4.1	Apr-04
<i>Total Policy Benchmark¹</i>				1.0	1.0	5.5	4.8	3.1	3.4	3.1	
Total Operating & Short Term	\$13,965,019	\$6,999,552	100.0	0.4	0.4	2.7	3.9	1.4	1.7	0.8	Jul-10
<i>Total Operating & Short Term Benchmark²</i>				0.4	0.4	2.6	3.8	1.3	1.6	0.8	
Federated Hermes Government Obligations Fund	\$13,965,019	\$6,999,552	100.0	0.4	0.4	2.6	3.8	1.3	1.4	2.3	Oct-21
<i>90 Day U.S. Treasury Bill</i>				0.4	0.4	2.7	4.0	1.4	1.6	2.4	
Total Long Term/ Reserves Pool	\$63,347,419	\$64,408,094	100.0	1.7	1.7	8.3	5.4	4.5	4.6	5.0	Jul-10
<i>Total Long Term/ Reserves Fund Benchmark³</i>				1.6	1.6	7.9	5.4	4.4	4.8	4.7	
Total Equity	\$25,067,744	\$25,904,463	40.2	3.3	3.3	17.2	12.1	12.4	9.6	12.1	Jul-10
Total Domestic Equity	\$19,851,345	\$20,526,728	31.8	3.4	3.4	17.9	11.9	13.6	10.9	13.7	Jul-10
<i>Russell 3000 Index</i>				3.6	3.6	20.3	12.6	13.1	11.4	14.0	
Vanguard Institutional Index	\$13,457,064	\$13,888,919	21.6	3.2	3.2	20.6	13.0	13.7	12.2	14.3	Jul-10
<i>S&P 500 Index</i>				3.2	3.2	20.6	13.0	13.7	12.2	14.3	
Vanguard Mid Cap Index Adm	\$3,107,711	\$3,217,585	5.0	3.5	3.5	12.7	7.4	10.9	8.8	11.8	Oct-10
<i>Vanguard Mid Cap Index Benchmark</i>				3.5	3.5	12.7	7.4	10.9	8.8	11.8	
Loomis Sayles Sm Growth N	\$1,675,166	\$1,705,395	2.7	1.8	1.8	11.2	9.0	6.3	6.8	7.8	Sep-19
<i>Russell 2000 Growth Index</i>				4.7	4.7	18.9	11.6	6.5	4.8	7.7	
Victory Integrity Small Value Y	\$1,611,404	\$1,714,829	2.7	6.4	6.4	13.4	13.6	24.7	6.8	10.6	Oct-10
<i>Russell 2000 Value Index</i>				7.5	7.5	10.2	3.9	17.5	4.7	9.5	
Total International Equity	\$5,216,400	\$5,377,735	8.3	3.1	3.1	14.5	13.0	8.4	5.1	5.4	Oct-10
<i>MSCI EAFE (Net)</i>				3.2	3.2	15.3	16.8	9.3	4.5	5.5	
William Blair International Growth I	\$2,384,004	\$2,406,479	3.8	0.9	0.9	12.3	6.5	2.4	4.6	6.9	Jul-12
<i>MSCI AC World ex USA (Net)</i>				4.1	4.1	13.9	13.4	7.1	3.9	5.9	
Dodge & Cox Internat'l Stock	\$2,832,396	\$2,971,256	4.7	4.9	4.9	16.1	18.3	14.0	4.9	5.7	Oct-10
<i>MSCI EAFE (Net)</i>				3.2	3.2	15.3	16.8	9.3	4.5	5.5	

LONG-TERM POOL PERFORMANCE REVIEW: JULY UPDATE

	Market Value 07/01/2023	Market Value 07/31/2023	% of Portfolio	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yr (%)	5 Yr (%)	Inception (%)	Inception Date
Total Alternatives	\$6,955,894	\$7,016,176	10.9	0.9	0.9	4.4	5.2	2.8	1.2	1.4	Mar-15
<i>Total Alternatives Benchmark⁴</i>				1.1	1.1	3.4	4.0	4.6	3.0	2.7	
Weatherlow Offshore Fund I Ltd CI IIA	\$4,637,098	\$4,697,380	7.3	1.3	1.3	5.1	5.9	5.5	5.9	-2.9	Jul-21
<i>HFRI Fund of Funds Composite Index</i>				1.1	1.1	3.4	4.0	4.6	3.5	-0.5	
H.I.G. Whitehorse Principal Lending Offshore Feeder Fd, L.P.	\$2,318,796	\$2,318,796	3.5	0.0	0.0	3.2	7.3	-	-	6.7	Jul-22
<i>Credit Suisse Leveraged Loan Index</i>				1.3	1.3	7.7	9.5	6.0	4.1	10.6	
Total Fixed Income	\$31,232,337	\$31,395,283	48.8	0.5	0.5	2.6	0.4	-1.0	1.7	1.8	Jul-10
<i>Total Fixed Income Benchmark⁵</i>				0.4	0.4	1.7	-0.2	-1.4	1.2	1.4	
JPMorgan Core Bond	\$5,091,468	\$5,082,391	7.9	-0.1	-0.1	2.5	-2.7	-3.7	1.1	0.7	Sep-17
<i>Blmbg. U.S. Aggregate Index</i>				-0.1	-0.1	2.0	-3.4	-4.5	0.7	0.3	
YSU Intermediate Term Bond	\$4,300,262	\$4,317,614	6.7	0.4	0.4	2.3	-0.8	-2.3	1.7	3.0	Apr-04
<i>Blmbg. Intermed. U.S. Government/Credit</i>				0.3	0.3	1.8	-1.4	-2.6	1.3	2.7	
PGIM High Yield R6	\$3,084,329	\$3,142,778	4.9	1.9	1.9	6.6	3.6	2.3	3.7	4.2	Jan-17
<i>Blmbg. U.S. Corp. High Yield Index</i>				1.4	1.4	6.8	4.4	2.0	3.4	3.9	
YSU Short Term Bond	\$12,649,758	\$12,705,829	19.7	0.4	0.4	1.8	0.9	-0.5	1.5	2.1	Apr-04
<i>ICE BofA 1-3 Yr. Gov/Corp</i>				0.4	0.4	1.6	0.5	-0.8	1.2	1.9	
Lord Abbett Short Duration Income I	\$6,106,520	\$6,146,671	9.5	0.7	0.7	2.4	1.0	0.4	1.7	1.7	Apr-18
<i>ICE BofA 1-3 Yr. Gov/Corp</i>				0.4	0.4	1.6	0.5	-0.8	1.2	1.2	
Total Cash & Cash Equivalents	\$91,445	\$92,173	0.1	0.8	0.8	3.0	4.2	1.5	1.4	1.3	Apr-18
<i>90 Day U.S. Treasury Bill</i>				0.4	0.4	2.7	4.0	1.4	1.6	1.6	
Federated Hermes Government Obligations Fund	\$91,445	\$92,173	0.1	0.4	0.4	2.6	3.8	1.3	1.4	1.2	Dec-19
<i>90 Day U.S. Treasury Bill</i>				0.4	0.4	2.7	4.0	1.4	1.6	1.4	

¹90 Day U.S. Treasury Bill: 45.00%, Russell 3000 Index: 15.00%, Blmbg. Intermed. U.S. Government/Credit: 11.00%, MSCI EAFE (Net): 4.00%, ICE BofA 1-3 Yr. Gov/Corp: 17.00%, Total Alternatives Benchmark: 8.00%

²90 Day U.S. Treasury Bill: 95.00%, Blmbg. 1-3 Govt: 5.00%

³Russell 3000 Index: 27.00%, Blmbg. Intermed. U.S. Government/Credit: 20.00%, MSCI EAFE (Net): 8.00%, ICE BofA 1-3 Yr. Gov/Corp: 30.00%, Total Alternatives Benchmark: 15.00%

⁴HFRI Fund of Funds Composite Index: 100.00%

⁵Blmbg. Intermed. U.S. Government/Credit: 36.00%, ICE BofA 1-3 Yr. Gov/Corp: 64.00%



STRATEGIC ASSET ALLOCATION REVIEW

HOLISTIC REVIEW OF RISK



ORGANIZATION



**STRATEGIC INVESTMENT
APPROACH**



**INVESTMENT
PORTFOLIO**

LEVELS OF RISKS

ORGANIZATION	STRATEGIC INVESTMENT APPROACH	INVESTMENT PORTFOLIO
Leadership	Current and effective IPS	Standard deviation
Governance	Pool structure	Correlation
Investment Committee	Strategic asset allocation	Beta
Reliance on investment assets	Discipline to approach	Downside capture
Operational health	Liquidity	Maximum drawdown
Ohio Revised Code	Cash management	Tracking error, R ²
Key financial metrics	Rebalancing	Tactical positioning

OBJECTIVES & RISK CONSIDERATIONS

PORTFOLIO OBJECTIVES

The YSU non-endowment assets have performed well over a full market cycle.

Asset allocation is the most important determinant of portfolio risk and return - looking forward, it is important to align the asset allocation, structure and risk/return objectives of the non-endowment assets with those of the strategic focus of YSU.

- Compliance with Ohio Revised Code 3345.05 (25% average rule*)
- Support YSU cash-flow and financial needs both currently and in the future
- Target a prudent level of investment return once risks have been mitigated

RISK CONSIDERATIONS

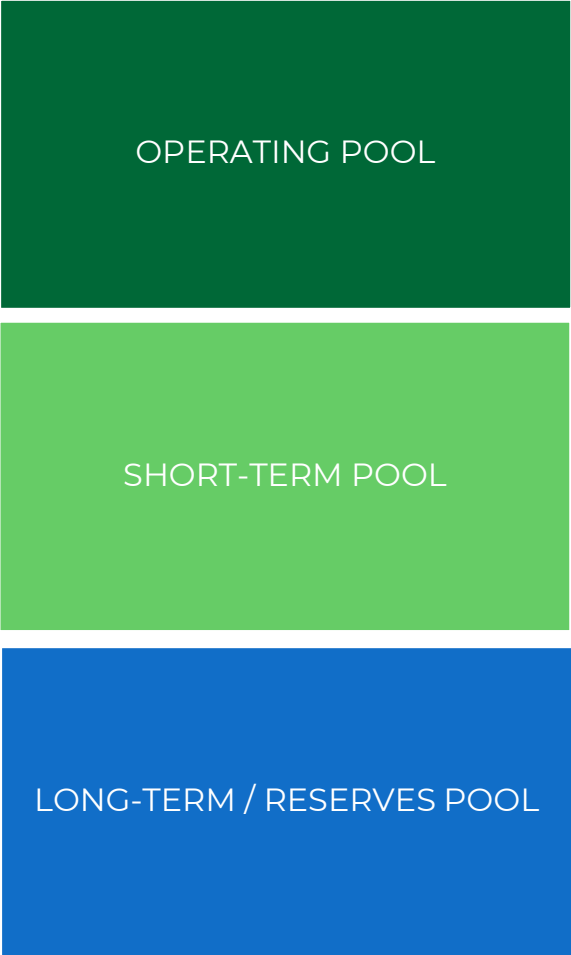
- Ohio Revised Code 3345.05
 - ❖ Short-Term pool provides compliance; additionally, approximately 10-15% of the Long-Term Pool assets provide additional support
- Liquidity
 - ❖ 100% of the Non-Endowment assets have daily liquidity
- Cash flow forecast
 - ❖ YSU does not anticipate needing to withdraw funds from the Long-Term Pool in the near-term
- Market value volatility
 - ❖ YSU staff and trustees have expressed a willingness to accept modest increase in investment risk in pursuit of a higher investment return
- Cash flow cyclical
 - ❖ The University's cash flows fluctuate over the year due to operations
- Financial statement sensitivity
 - ❖ The University's balance sheet and key financial metrics are sensitive to the University's investment strategy

*A minimum of 25% of the average amount of the University's investment portfolio over the course of the previous fiscal year must be invested according to ORC guidelines (i.e. US government bonds, cash equivalents)

LIQUIDITY MANAGEMENT & INVESTMENT POOL STRUCTURE

- Separate guidelines and asset allocation targets
- The University can allocate assets between investment pools with respect to cash needs
- Allowable asset ranges established between investment pools

COMBINED



ASSET POOL	PURPOSE
Operating Pool	Assets needed in the next 6 months
Short-Term Pool	Contingency to operating accounts
Long-Term / Reserves Pool	Non-Endowment investment assets for reserves & auxiliaries

LONG-TERM POOL GROWTH

CALENDAR YEAR	INVESTMENT ASSETS CASH OUTFLOW	INVESTMENT ASSETS CASH INFLOW	YEAR END (12/31) EQUITY %	YEAR END (12/31) ALTERNATIVES %	YEAR END (12/31) FIXED INCOME %	CALENDAR YEAR RETURN	MARKET VALUE (12/31)
2010	-	+\$46,871,000 <i>(Creation of LT Pool)</i>	19.2%	0%	80.8%	+5.5%	\$50,383,000
2011	-\$8,000,000	-	24.9%	0%	75.1%	+1.9%	\$43,392,000
2012	-	-	27.1%	0%	72.9%	+6.4%	\$46,190,324
2013	-	-	33.8%	0%	66.2%	+8.7%	\$50,249,454
2014	-	-	37.7%	0%	62.3%	+4.5%	\$52,491,768
2015	-	-	35.0%	11.9%	53.2%	-0.5%	\$52,324,443
2016	-	-	36.5%	15.6%	47.9%	+4.0%	\$54,892,466
2017	-	-	37.0%	15.1%	47.8%	+10.5%	\$60,625,347
2018	-\$8,000,000	-	33.2%	15.0%	51.8%	-3.4%	\$51,238,803
2019	-	-	35.9%	14.8%	49.2%	+15.3%	\$59,067,298
2020	-\$2,900,000	-	38.7%	11.2%	50.2%	+8.8%	\$66,471,553
2021	-	-	41.2%	10.4%	48.3%	+9.5%	\$67,042,600
2022	-	-	38.8%	11.2%	50.0%	-11.2%	\$59,507,519
2023*	-	-	39.6%	10.9%	49.5%	+6.5%	\$63,347,374

*2023 figures as of 6/30/2023 and do not represent year-end or calendar year information.

FORWARD LOOKING ANALYSIS (LONG-TERM POOL)

	YSU LONG-TERM POOL CURRENT ALLOCATION
U.S. Equity	31%
International Equity	8%
Alternative Investments	11%
Fixed Income: Short-Term	30%
Fixed Income: Intermediate-Term	<u>20%</u>
Total	100%
*10-Year Forecasted Return	5.8%
*10-Year Forecasted Returns (75th - 25th Percentile Outcomes)	4.7% - 7.1%
*Forecasted (Annual) Volatility	7.3%

The model does not take into account the potential alpha added from active management and tactical asset allocation.

YSU ASSET ALLOCATION GUIDELINES

Clearstead has reviewed YSU's Asset Allocation Guidelines and recommends **no changes** to the current guidelines at this time.

OPERATING & SHORT-TERM POOL		ALLOCATION	
Asset Class/Investment Strategy	Pool Target	Pool Range	Total Range
Total Cash/Operating Assets	n/a	60-100%	
Total Short-Term Fixed Income	n/a	0-40%	
			0-50%
LONG TERM / RESERVES POOL			
Total Domestic Equity	27%	20-35%	
Total International Equity	8%	0-15%	
Total Equity	35%	25-45%	
Total Alternatives	15%	0-20%	
Total Short-Term Fixed Income	30%	25-45%	
Total Intermediate-Term Fixed Income	20%	10-30%	
Cash	0%	0-5%	
	100%		50-100%

- The current asset allocation strategy conservatively factors:
- Adherence with State of Ohio guidelines
 - Contingency for cash flow fluctuations in operating funds
 - Adequate liquidity
 - Growth opportunity through equity allocation
 - Diversification with the incorporation of alternative investments
- Mitigates impact of equity market volatility on YSU balance sheet & income statement



ORC COMPLIANCE

ORC COMPLIANCE REVIEW (AS OF 6/30/2023)

	TOTAL NON-ENDOWMENT ORC 3345.05 DEFINED ASSETS*	% FROM SHORT-TERM POOL	% FROM LONG-TERM POOL
9/30/22	46%	36%	10%
12/31/22	31%	18%	12%
3/31/23	40%	30%	10%
6/30/23	29%	18%	11%
Average	36%	26%	11%

YSU is in-line with the Ohio Revised Code 3345.05 Compliance requirements.

OHIO REVISED CODE 3345.05 COMPLIANCE	
	COMPLIANT
Over 25% of Total Portfolio in Cash Equivalents/Govt Securities (average amount over previous FY)	Yes
Investment policy adopted in public session	Yes
Quarterly Investment Committee meetings	Yes
Recommend changes to the Board's Investment Policy that assist in meeting the Committee's fiduciary duties	Yes
Retain an investment advisor who meets the qualifications	Yes

*A minimum of 25% of the average amount of the University's investment portfolio over the course of the previous fiscal year must be invested according to ORC guidelines (i.e., US government bonds, cash equivalents). Analysis does not include cash equivalent or government security exposure in Long-Term Pool fixed income managers invested in through mutual funds. With this exposure, YSU's allocation and average would be higher.



FEE ANALYSIS

FEE ANALYSIS

YOUNGSTOWN STATE UNIVERSITY INVESTMENTS

AS OF JUNE 30, 2023

NON-ENDOWMENT ASSETS FEE REVIEW

	Market Value (\$)	% of Pool	Expense Ratio (%)	Morningstar Institutional Average Fee (%)
Total Operating & Short Term				
Federated Hermes Government Obligations Fund	\$13,965,019	100%	0.28%	-
Total Operating & ST Investment Management Fee	\$13,965,019		0.28%	
Total Domestic Equity	\$19,851,345	31.3%		
Vanguard Institutional Index	\$13,457,064	21.2%	0.04%	0.06%
Vanguard Mid Cap Index Adm	\$3,107,711	4.9%	0.05%	0.84%
Loomis Sayles Sm Growth N	\$1,675,166	2.6%	0.82%	0.94%
Victory Integrity Small Value Y	\$1,611,404	2.5%	1.07%	0.94%
Total International Equity	\$5,216,400	8.2%		
William Blair International Growth I	\$2,384,004	3.8%	0.99%	0.85%
Dodge & Cox Internat'l Stock	\$2,832,396	4.5%	0.62%	0.85%
Total Alternatives	\$6,955,849	11.0%		
Weatherlow Offshore Fund I Ltd. CI IA	\$4,637,053	7.3%	1.00%	n/a
H.I.G. Principal Lending Fund	\$2,318,796	3.7%	1.25%	n/a
Total Fixed Income	\$31,232,337	49.3%		
JPMorgan Core Bond	\$5,091,468	8.0%	0.50%	0.43%
YSU Intermediate Term Bond	\$4,300,262	6.8%	0.15%	0.43%
PGIM High Yield R6	\$3,084,329	4.9%	0.38%	0.66%
YSU Short Term Bond	\$12,649,758	20.0%	0.15%	0.39%
Lord Abbett Short Duration Income I	\$6,106,520	9.6%	0.38%	0.39%
Total Cash & Cash Equivalents	\$91,445	0.0%		
Federated Government Obligations	\$91,445	0.1%	0.28%	-
Total LT/Reserves Pool Investment Management Fee	\$63,347,376		0.38%	
Total Assets	\$77,312,395		0.36%	
Clearstead Consulting Fees			0.06%	
Trustee & Custody Fee (PNC)			0.03%	
Total Non-Endowment Assets Fees			0.46%	

Weatherlow and H.I.G. fee is management expense only, and does not include underlying investment management expenses or performance based fees.

ENDOWMENT ASSETS FEE REVIEW

	Market Value (\$)	% of Portfolio	Annual Manager Fee (%)	Morningstar Institutional Average Fee (%)
YSU Endowment Fund				
YSU Endowment Fund Fees	\$15,158,118	100.0%	0.45%	n/a

YSU Endowment Fund does not include any investment management expenses that may be used by Huntington.



APPENDIX



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

ENDOWMENT ASSETS: PERFORMANCE & ASSET ALLOCATION (AS OF 6/30/2023)

ENDOWMENT ASSETS	MARKET VALUE (\$MM)	ASSET ALLOCATION	COMPOSITION	TRAILING PERIODS							CALENDAR YEARS			SINCE INCEPTION ³
				QTD	FYTD	CYTD	1 YR	3 YR	5 YR	7 YR	2022	2021	2020	
YSU Endowment Fund	\$15.158	67% Equity / 3% Alts / 30% Fixed Income & Cash	Stocks, Bonds, Mutual Funds	3.5%	9.6%	6.6%	9.6%	8.5%	8.4%	8.5%	-15.7%	20.9%	16.3%	8.2%
			Benchmark ¹	6.3%	14.4%	13.1%	14.4%	9.9%	9.6%	10.3%	-16.6%	20.6%	16.2%	10.1%
			Benchmark ²	4.9%	11.2%	10.8%	11.2%	7.1%	7.9%	8.3%	-15.8%	15.9%	14.7%	8.5%

COMPLIANCE

- Reporting & Oversight by Clearstead, Management by Huntington
- Asset Allocation Guidelines: 70% Equities (60-80%) / 30% Cash & Fixed Income (20-40%) **(IN COMPLIANCE)**

HOLDINGS

- Equity Mutual Funds – 11% (Mutual Funds & ETFs)
- Stocks – 56% (30-60 Concentrated U.S. Large/Mid-Cap Stock Portfolio)
- Alternatives – 3% (Real Estate Mutual Fund)
- Fixed Income Mutual Funds – 2% (Federated Total High Yield)
- Individual Bonds – 26% (Individual Bond Portfolio: U.S. Corporate / Gov't / Asset Backed Debt)
- Cash – 3%

1) Benchmark: 75% S&P 500 / 25% Bbg US Aggregate.

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

3) Inception date: 06/2013,



DETAILED PERFORMANCE

EXECUTIVE SUMMARY

	Market Value 04/01/2023	Market Value 06/30/2023	% of Portfolio	2nd Quarter 2023 (%)	YTD (%)
Total University Assets	\$88,538,544	\$77,312,393	100.0	2.4	5.9
<i>Total Policy Benchmark¹</i>				1.9	4.4
Total Operating & Short Term	\$26,829,002	\$13,965,019	18.1	1.2	2.3
<i>Total Operating & Short Term Benchmark²</i>				1.1	2.2
Total Long Term/ Reserves Pool	\$61,709,542	\$63,347,374	81.9	2.7	6.5
<i>Total Long Term/ Reserves Fund Benchmark³</i>				2.4	6.2
Total Domestic Equity	\$18,499,343	\$19,851,345	25.7	7.3	14.0
<i>Russell 3000 Index</i>				8.4	16.2
Total International Equity	\$5,037,898	\$5,216,400	6.7	3.5	11.1
<i>MSCI EAFE (Net)</i>				3.0	11.7
Total Alternatives	\$6,858,198	\$6,955,849	9.0	2.0	3.5
<i>Total Alternatives Benchmark</i>				1.4	2.2
Total Fixed Income	\$31,260,231	\$31,232,337	40.4	-0.1	2.0
<i>Total Fixed Income Benchmark⁴</i>				-0.5	1.3
Total Cash & Cash Equivalents	\$53,871	\$91,445	0.1	1.1	2.2
<i>90 Day U.S. Treasury Bill</i>				1.2	2.3

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

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

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

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

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

ASSET ALLOCATION GUIDELINES COMPLIANCE

Total Plan Asset Allocation Policy	Range	Current
Operating & Short-Term Pool	0% - 50%	18%
Long Term/ Reserves Pool	50% - 100%	82%

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

Long Term/ Reserves Pool	Target	Range	Current
Domestic Equity	27%	20% - 35%	31%
International Equity	8%	0% - 15%	8%
Total Equity	35%	25% - 45%	40%
Alternatives	15%	0%-20%	11%
Short-Term Fixed Income	30%	25% - 45%	30%
Intermediate Fixed Income	20%	10% - 30%	20%
Cash & Cash Equivalents	0%	0% - 5%	0%

In Line Within Tolerance Review

SCHEDULE OF ASSETS

	Ticker	Account Type	Begin Market Value \$	Market Value 06/30/2023	% of Portfolio
Total University Assets			\$88,538,544	\$77,312,393	100.0
Total Operating & Short Term			\$26,829,002	\$13,965,019	18.1
Federated Hermes Government Obligations Fund	GOSXX	Cash	\$26,735,168	\$13,965,019	18.1
Total Long Term/ Reserves Pool			\$61,709,542	\$63,347,374	81.9
Total Domestic Equity			\$18,499,343	\$19,851,345	25.7
Vanguard Institutional Index	VINIX	US Stock Large Cap Core	\$12,376,327	\$13,457,064	17.4
Vanguard Mid Cap Index Adm	VIMAX	US Stock Mid Cap Core	\$2,966,458	\$3,107,711	4.0
Loomis Sayles Sm Growth N	LSSNX	US Stock Small Cap Growth	\$1,601,484	\$1,675,166	2.2
Victory Integrity Small Value Y	VSVIX	US Stock Small Cap Value	\$1,555,074	\$1,611,404	2.1
Total International Equity			\$5,037,898	\$5,216,400	6.7
William Blair International Growth I	BIGIX	International	\$2,322,406	\$2,384,004	3.1
Dodge & Cox Internat'l Stock	DODFX	International	\$2,715,492	\$2,832,396	3.7
Total Alternatives			\$6,858,198	\$6,955,849	9.0
Weatherlow Offshore Fund I Ltd CI IIA		Hedge Fund	\$4,502,265	\$4,637,053	6.0
H.I.G. Whitehorse Principal Lending Offshore Feeder Fd, L.P.		Direct Lending	\$2,355,933	\$2,318,796	3.0
Total Fixed Income			\$31,260,231	\$31,232,337	40.4
JPMorgan Core Bond	WOBDX	US Fixed Income Core	\$5,133,055	\$5,091,468	6.6
YSU Intermediate Term Bond		US Fixed Income Core	\$4,321,681	\$4,300,262	5.6
PGIM High Yield R6	PHYQX	US Fixed Income High Yield	\$3,036,980	\$3,084,329	4.0
YSU Short Term Bond		US Fixed Income Short Term	\$12,669,817	\$12,649,758	16.4
Lord Abbett Short Duration Income I	LLDYX	US Fixed Income Short Term	\$6,098,698	\$6,106,520	7.9
Total Cash & Cash Equivalents			\$53,871	\$91,445	0.1
Federated Hermes Government Obligations Fund	GOSXX	Cash	\$53,871	\$91,445	0.1

ATTRIBUTION OF MARKET VALUE

TOTAL UNIVERSITY ASSETS

	Q3-2022	Q4-2022	Q1-2023	Q2-2023	One Year
Total University Assets					
Beginning Market Value	\$77,012,438	\$89,310,042	\$73,068,111	\$88,538,544	\$77,012,438
Contributions	\$14,000,897	\$2,048	\$20,000,000	-	\$34,002,945
Distributions	-\$5,475	-\$19,013,567	-\$7,041,880	-\$13,094,223	-\$39,155,145
Net Cash Flows	\$13,995,422	-\$19,011,519	\$12,958,120	-\$13,094,223	-\$5,152,200
Net Investment Change	-\$1,697,818	\$2,769,588	\$2,512,313	\$1,868,072	\$5,452,155
Ending Market Value	\$89,310,042	\$73,068,111	\$88,538,544	\$77,312,393	\$77,312,393
Change \$	\$12,297,604	-\$16,241,932	\$15,470,433	-\$11,226,151	\$299,954

LONG-TERM POOL

	Q3-2022	Q4-2022	Q1-2023	Q2-2023	One Year
Total Long Term/ Reserves Pool					
Beginning Market Value	\$58,753,018	\$56,949,726	\$59,507,519	\$61,709,542	\$58,753,018
Contributions	\$897	\$2,048	-	-	\$2,945
Distributions	-\$4,578	-\$13,567	-\$41,880	-	-\$60,025
Net Cash Flows	-\$3,681	-\$11,519	-\$41,880	-	-\$57,080
Net Investment Change	-\$1,799,612	\$2,569,312	\$2,243,903	\$1,637,832	\$4,651,436
Ending Market Value	\$56,949,726	\$59,507,519	\$61,709,542	\$63,347,374	\$63,347,374
Change \$	-\$1,803,292	\$2,557,793	\$2,202,023	\$1,637,832	\$4,594,356

PERFORMANCE SUMMARY

	QTD (%)	FYTD (%)	YTD (%)	1 Yr (%)	2 Yr (%)	3 Yr (%)	5 Yr (%)	7 Yr (%)	10 Yr (%)	2022 (%)	2021 (%)	2020 (%)	Inception (%)	Inception Date
Total University Assets	2.4	6.9	5.9	6.9	-0.1	5.1	4.7	4.9	4.2	-7.8	7.8	9.5	4.0	Apr- 04
<i>Total Policy Benchmark¹</i>	1.9	5.7	4.4	5.7	0.5	3.1	3.4	3.5	3.0	-4.7	4.3	5.9	3.1	
Total Operating & Short Term	1.2	3.6	2.3	3.6	1.8	1.2	1.6	1.4	1.0	1.4	0.0	1.1	0.8	Jul- 10
<i>Total Operating & Short Term Benchmark²</i>	1.1	3.4	2.2	3.4	1.7	1.2	1.5	1.3	1.0	1.2	0.0	0.8	0.8	
Total Long Term/ Reserves Pool	2.7	7.9	6.5	7.9	-1.4	4.9	4.6	5.2	4.8	-11.2	9.5	8.8	4.9	Jul- 10
<i>Total Long Term/ Reserves Fund Benchmark³</i>	2.4	7.4	6.2	7.4	-0.8	4.6	4.8	5.2	4.7	-9.7	8.0	10.0	4.6	
Total Domestic Equity	7.3	18.4	14.0	18.4	1.5	14.4	10.9	12.6	12.0	-17.7	26.9	18.5	13.5	Jul- 10
<i>Russell 3000 Index</i>	8.4	19.0	16.2	19.0	1.2	13.9	11.4	12.9	12.3	-19.2	25.7	20.9	13.8	
Total International Equity	3.5	14.9	11.1	14.9	-4.5	8.9	5.0	7.5	5.8	-17.6	10.0	16.7	5.2	Oct- 10
<i>MSCI EAFE (Net)</i>	3.0	18.8	11.7	18.8	-1.2	8.9	4.4	6.9	5.4	-14.5	11.3	7.8	5.3	
Total Alternatives	2.0	5.5	3.5	5.5	-2.5	3.1	1.3	2.2	-	-6.9	5.3	-3.7	1.3	Mar- 15
<i>Total Alternatives Benchmark⁴</i>	1.4	3.6	2.2	3.6	-1.1	5.1	2.8	3.5	-	-5.3	6.2	5.4	2.6	
Total Fixed Income	-0.1	1.4	2.0	1.4	-2.5	-0.9	1.6	1.2	1.5	-6.7	0.1	5.2	1.8	Jul- 10
<i>Total Fixed Income Benchmark⁵</i>	-0.5	0.3	1.3	0.3	-2.4	-1.4	1.2	0.9	1.2	-5.4	-0.8	4.5	1.4	
Total Cash & Cash Equivalents	1.1	3.5	2.2	3.5	1.8	1.2	1.2	-	-	1.5	0.0	0.4	1.2	Apr- 18
<i>90 Day U.S. Treasury Bill</i>	1.2	3.6	2.3	3.6	1.9	1.3	1.6	1.4	1.0	1.5	0.0	0.7	1.6	

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

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

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

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

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

PERFORMANCE REPORT CARD

	% of Portfolio	QTD (%)	FYTD (%)	YTD (%)	1 Yr (%)	2 Yr (%)	3 Yr (%)	5 Yr (%)	7 Yr (%)	10 Yr (%)	2022 (%)	2021 (%)	2020 (%)	Inception (%)	Inception Date
Total University Assets	100.0	2.4	6.9	5.9	6.9	-0.1	5.1	4.7	4.9	4.2	-7.8	7.8	9.5	4.0	Apr-04
<i>Total Policy Benchmark</i>		1.9	5.7	4.4	5.7	0.5	3.1	3.4	3.5	3.0	-4.7	4.3	5.9	3.1	
Total Operating & Short Term	18.1	1.2	3.6	2.3	3.6	1.8	1.2	1.6	1.4	1.0	1.4	0.0	1.1	0.8	Jul-10
<i>Total Operating & Short Term Benchmark</i>		1.1	3.4	2.2	3.4	1.7	1.2	1.5	1.3	1.0	1.2	0.0	0.8	0.8	
Federated Hermes Government Obligations Fund	18.1	1.1	3.5	2.2	3.5	1.8	1.2	1.3	1.1	0.8	1.4	0.0	0.3	2.1	Nov-21
<i>90 Day U.S. Treasury Bill</i>		1.2	3.6	2.3	3.6	1.9	1.3	1.6	1.4	1.0	1.5	0.0	0.7	2.2	
Total Long Term/ Reserves Pool	81.9	2.7	7.9	6.5	7.9	-1.4	4.9	4.6	5.2	4.8	-11.2	9.5	8.8	4.9	Jul-10
<i>Total Long Term/ Reserves Fund Benchmark</i>		2.4	7.4	6.2	7.4	-0.8	4.6	4.8	5.2	4.7	-9.7	8.0	10.0	4.6	
Total Domestic Equity	25.7	7.3	18.4	14.0	18.4	1.5	14.4	10.9	12.6	12.0	-17.7	26.9	18.5	13.5	Jul-10
<i>Russell 3000 Index</i>		8.4	19.0	16.2	19.0	1.2	13.9	11.4	12.9	12.3	-19.2	25.7	20.9	13.8	
Vanguard Institutional Index	17.4	8.7	19.5	16.9	19.5	3.4	14.6	12.3	13.4	12.8	-18.1	28.7	18.4	14.1	Jul-10
<i>S&P 500 Index</i>		8.7	19.6	16.9	19.6	3.4	14.6	12.3	13.4	12.9	-18.1	28.7	18.4	14.1	
Vanguard Mid Cap Index Adm	4.0	4.8	13.7	8.8	13.7	-2.3	12.0	8.6	10.3	10.4	-18.7	24.5	18.2	11.5	Oct-10
<i>Vanguard Mid Cap Index Benchmark</i>		4.8	13.7	8.8	13.7	-2.3	12.0	8.6	10.3	10.5	-18.7	24.5	18.2	11.6	
Loomis Sayles Sm Growth N	2.2	4.6	18.4	9.2	18.4	-6.9	8.0	6.7	11.8	10.1	-22.8	10.2	34.3	7.5	Sep-19
<i>Russell 2000 Growth Index</i>		7.1	18.5	13.6	18.5	-11.2	6.1	4.2	9.3	8.8	-26.4	2.8	34.6	6.6	
Victory Integrity Small Value Y	2.1	3.6	16.7	6.6	16.7	1.5	23.1	5.7	9.1	8.3	-7.7	33.6	1.2	10.1	Oct-10
<i>Russell 2000 Value Index</i>		3.2	6.0	2.5	6.0	-5.8	15.4	3.5	7.7	7.3	-14.5	28.3	4.6	8.9	
Total International Equity	6.7	3.5	14.9	11.1	14.9	-4.5	8.9	5.0	7.5	5.8	-17.6	10.0	16.7	5.2	Oct-10
<i>MSCI EAFE (Net)</i>		3.0	18.8	11.7	18.8	-1.2	8.9	4.4	6.9	5.4	-14.5	11.3	7.8	5.3	
<i>MSCI AC World ex USA (Net)</i>		2.4	12.7	9.5	12.7	-4.7	7.2	3.5	6.3	4.7	-16.0	7.8	10.7	4.3	
William Blair International Growth I	3.1	2.7	14.9	11.3	14.9	-10.5	4.6	4.6	7.1	5.8	-28.3	9.0	32.0	6.8	Jul-12
<i>MSCI AC World ex USA (Net)</i>		2.4	12.7	9.5	12.7	-4.7	7.2	3.5	6.3	4.7	-16.0	7.8	10.7	5.5	
Dodge & Cox Internat'l Stock	3.7	4.3	14.7	10.7	14.7	1.1	12.8	4.9	7.5	5.3	-6.8	11.0	2.1	5.4	Oct-10
<i>MSCI EAFE (Net)</i>		3.0	18.8	11.7	18.8	-1.2	8.9	4.4	6.9	5.4	-14.5	11.3	7.8	5.3	

PERFORMANCE REPORT CARD




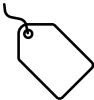


	% of Portfolio	QTD (%)	FYTD (%)	YTD (%)	1 Yr (%)	2 Yr (%)	3 Yr (%)	5 Yr (%)	7 Yr (%)	10 Yr (%)	2022 (%)	2021 (%)	2020 (%)	Inception (%)	Inception Date
Total Alternatives	9.0	2.0	5.5	3.5	5.5	-2.5	3.1	1.3	2.2	-	-6.9	5.3	-3.7	1.3	Mar-15
<i>Total Alternatives Benchmark</i>		1.4	3.6	2.2	3.6	-1.1	5.1	2.8	3.5	-	-5.3	6.2	5.4	2.6	
Weatherlow Offshore Fund I Ltd CI IIA	6.0	3.0	6.1	3.7	6.1	-3.7	5.5	5.6	6.1	5.2	-8.9	5.6	24.7	-3.7	Jul-21
<i>HFRI Fund of Funds Composite Index</i>		1.4	3.6	2.2	3.6	-1.1	5.0	3.3	4.0	3.4	-5.3	6.2	10.9	-1.1	
H.I.G. Whitehorse Principal Lending Offshore Feeder Fd, L.P.	3.0	0.0	7.3	3.2	7.3	-	-	-	-	-	-	-	-	7.3	Jul-22
<i>Credit Suisse Leveraged Loan Index</i>		3.1	10.1	6.3	10.1	3.5	6.2	4.0	4.6	4.1	-1.1	5.4	2.8	10.1	
Total Fixed Income	40.4	-0.1	1.4	2.0	1.4	-2.5	-0.9	1.6	1.2	1.5	-6.7	0.1	5.2	1.8	Jul-10
<i>Total Fixed Income Benchmark</i>		-0.5	0.3	1.3	0.3	-2.4	-1.4	1.2	0.9	1.2	-5.4	-0.8	4.5	1.4	
JPMorgan Core Bond	6.6	-0.9	-0.7	2.6	-0.7	-5.2	-3.2	1.2	0.8	1.6	-12.3	-1.1	8.1	0.7	Sep-17
<i>Blmbg. U.S. Aggregate Index</i>		-0.8	-0.9	2.1	-0.9	-5.7	-4.0	0.8	0.4	1.5	-13.0	-1.5	7.5	0.4	
YSU Intermediate Term Bond	5.6	-0.5	0.6	1.9	0.6	-3.5	-2.1	1.6	1.1	1.6	-8.0	-1.3	7.5	3.0	Apr-04
<i>Blmbg. Intermed. U.S. Government/Credit</i>		-0.8	-0.1	1.5	-0.1	-3.8	-2.5	1.2	0.8	1.4	-8.2	-1.4	6.4	2.7	
PGIM High Yield R6	4.0	1.6	7.0	4.7	7.0	-2.8	3.2	3.5	4.7	4.7	-11.5	6.5	5.7	4.0	Jan-17
<i>Blmbg. U.S. Corp: High Yield Index</i>		1.7	9.1	5.4	9.1	-2.5	3.1	3.4	4.5	4.4	-11.2	5.3	7.1	3.7	
YSU Short Term Bond	16.4	-0.2	1.1	1.4	1.1	-1.2	-0.6	1.4	1.1	1.1	-3.3	-0.4	3.7	2.1	Apr-04
<i>ICE BofA 1-3 Yr. Gov/Corp</i>		-0.3	0.5	1.1	0.5	-1.6	-0.9	1.1	0.9	1.0	-3.8	-0.4	3.3	1.9	
Lord Abbett Short Duration Income I	7.9	0.1	1.4	1.8	1.4	-1.4	0.4	1.6	1.7	1.9	-4.6	1.1	3.2	1.6	Apr-18
<i>ICE BofA 1-3 Yr. Gov/Corp</i>		-0.3	0.5	1.1	0.5	-1.6	-0.9	1.1	0.9	1.0	-3.8	-0.4	3.3	1.1	
Total Cash & Cash Equivalents	0.1	1.1	3.5	2.2	3.5	1.8	1.2	1.2	-	-	1.5	0.0	0.4	1.2	Apr-18
<i>90 Day U.S. Treasury Bill</i>		1.2	3.6	2.3	3.6	1.9	1.3	1.6	1.4	1.0	1.5	0.0	0.7	1.6	
Federated Hermes Government Obligations Fund	0.1	1.1	3.5	2.2	3.5	1.8	1.2	1.3	1.1	0.8	1.4	0.0	0.3	1.1	Dec-19
<i>90 Day U.S. Treasury Bill</i>		1.2	3.6	2.3	3.6	1.9	1.3	1.6	1.4	1.0	1.5	0.0	0.7	1.3	

- 1) Total Policy Benchmark: 45% ICE BofA 91 Days T-Bills / 17% ICE BofA 1-3 Yr US Corp & Govt / 11% BBgBarc US Govt/Credit Int / 8% Total Alternatives Benchmark / 15% Russell 3000 / 4% MSCI EAFE.
- 2) Total Operating & Short-Term Benchmark: 95% ICE BofA 91 Days T-Bills / 5% BBgBarc US Govt 1-3 Yr.
- 3) Total Long-Term / Reserves Fund Benchmark: 27% Russell 3000 / 8% MSCI EAFE / 15% Total Alternatives Benchmark / 30% ICE BofA 1-3 Yr US Corp & Govt / 20% BBgBarc US Govt/Credit Int.
- 4) Total Alternatives Benchmark: 100% HFRI Fund of Funds Composite.
- 5) Total Fixed Income Benchmark: 64% ICE BofA 1-3 Yr US Corp & Govt / 36% BBgBarc US Govt/Credit Int.



SUPPORTING INFORMATION

ECONOMIC OUTLOOK: 2ND HALF 2023

AREA	EXPECTATIONS
 Labor Markets	U.S. may track to 75k-175k jobs per month in Q3-2023; unemployment rate may rise but remain <4.0% by Dec-2023; average hourly wages remain ≈4% YoY
 Manufacturing	Contraction in manufacturing activity continues; supply-chain nearly fully normalized; input prices falling
 Services	Services industry stabilizing and positive; spending remains resilient as US is at full employment, but tighter credit conditions pose some risks
 Inflation	Core CPI remains elevated (≈5% YoY) but likely to move lower throughout 2023; headline CPI likely to fall towards 3%; service sector prices remain stubbornly high due to elevated wage costs
 Fixed Income Markets	10-Yr U.S. Treasury likely range bound between 3.5% and 4.5% this Summer; some uncertainty around Fed policy in Q4-2023; QT continues unabated
 Equity Markets	Volatility may increase in H2-2023; new S&P range ≈ 4,000 to 4,500, some technical support moves towards the higher end; market's assumption for a soft-landing scenario is growing more likely

Source: Clearstead. as of 6/30/2023.
Expectations for second half of calendar year 2023.

HEADWINDS AND TAILWINDS



TAILWINDS

- Market technicals have improved and are positive; more than the “magnificent seven”
- Housing showing life
- Corporate America working through higher rates
- Services still expanding; consumers still spending down savings



HEADWINDS

- Monetary policy uncertainty amid sticky inflation
- Potential drag from student loan payments resuming
- Labor markets holding up, but softening
- Manufacturing still in contraction, new orders declining

Image source: openai.com DALL-E

GLOBAL INFLATION MIXED

GLOBAL HEADLINE CPI

	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
Dev. Markets																												
US	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	6.4	6.0	5.0	4.9	4.0
EU	0.9	1.3	1.6	2.0	1.9	2.2	3.0	3.4	4.1	4.9	5.0	5.1	5.9	7.5	7.5	8.1	8.6	8.9	9.1	10.0	10.7	10.0	9.2	8.5	8.5	6.9	7.0	6.1
Japan	-0.5	-0.4	-1.1	-0.8	-0.5	-0.3	-0.4	0.2	0.1	0.6	0.8	0.5	0.9	1.2	2.5	2.5	2.4	2.6	3.0	3.0	3.7	3.8	4.0	4.3	3.3	3.2	3.5	3.5
UK	0.4	0.7	1.5	2.1	2.5	2.0	3.2	3.1	4.2	5.1	5.4	5.5	6.2	7.0	9.0	9.1	9.4	10.1	9.9	10.1	11.1	10.7	10.5	10.1	10.4	10.1	8.7	8.7
Canada	1.1	2.2	3.4	3.6	3.1	3.7	4.1	4.4	4.7	4.7	4.8	5.1	5.7	6.7	6.8	7.7	8.1	7.6	7.0	6.9	6.9	6.8	6.3	5.9	5.2	4.3	4.4	4.4
Australia	0.9	1.1	1.1	1.1	3.8	3.8	3.8	3.0	3.0	3.0	3.5	3.5	3.5	5.1	5.1	5.1	6.1	6.1	6.1	7.3	7.3	7.3	7.8	7.8	7.8	7.0	7.0	7.0
Switzerland	-0.5	-0.2	0.3	0.6	0.6	0.7	0.9	0.9	1.2	1.5	1.5	1.6	2.2	2.4	2.5	2.9	3.4	3.4	7.3	7.2	7.2	7.2	7.2	7.2	3.4	2.9	2.6	2.2
Norway	3.3	3.1	3.0	2.7	2.9	3.0	3.4	4.1	3.5	5.1	5.3	3.2	3.7	4.5	5.4	5.7	6.3	6.8	6.5	6.9	7.5	6.5	5.9	7.0	6.3	6.5	6.4	6.7
Sweden	1.4	1.7	2.2	1.8	1.3	1.4	2.1	2.5	2.8	3.3	3.9	3.7	4.3	6.0	6.4	7.3	8.7	8.5	8.9	10.8	10.9	11.5	12.3	11.7	12.0	10.6	10.5	9.7
Asia																												
China	-0.2	0.4	0.9	1.3	1.1	1.0	0.8	0.7	1.5	2.3	1.5	0.9	0.9	1.5	2.1	2.1	2.5	2.7	2.5	2.8	2.1	1.6	1.8	2.1	1.0	0.7	0.1	0.2
India	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.4	4.5	4.8	5.6	5.8	5.0	5.4	6.3	7.0	6.2	5.8	5.9	6.5	6.1	5.4	5.8	6.2	6.2	5.8	5.1	5.1
Indonesia	1.4	1.4	1.4	1.7	1.3	1.5	1.6	1.6	1.7	1.7	1.9	2.2	2.1	2.6	3.5	3.6	4.4	4.9	4.7	6.0	5.7	5.4	5.5	5.3	5.5	5.0	4.3	4.0
Malaysia	0.1	1.7	4.7	4.4	3.4	2.2	2.0	2.2	2.9	3.3	3.2	2.3	2.2	2.2	2.3	2.8	3.4	4.4	4.7	4.5	4.0	4.0	3.8	3.7	3.4	3.3	3.3	3.3
S Korea	1.4	1.9	2.5	2.6	2.4	2.6	2.6	2.4	3.2	3.8	3.7	3.6	3.7	4.1	4.8	5.4	6.0	6.3	5.7	5.6	5.7	5.0	5.0	5.2	4.8	4.2	3.7	3.3
Taiwan	1.4	1.2	2.1	2.5	1.8	1.9	2.3	2.6	2.6	2.9	2.6	2.8	2.3	3.3	3.4	3.4	3.6	3.4	2.7	2.8	2.7	2.4	2.7	3.1	2.4	2.4	2.4	2.0
Latin America																												
Brazil	5.2	6.1	6.8	8.1	8.4	9.0	9.7	10.3	10.7	10.7	10.1	10.4	10.5	11.3	12.1	11.7	11.9	10.1	8.7	7.2	6.5	5.9	5.8	5.8	5.6	4.7	4.2	3.9
Chile	2.8	2.9	3.3	3.6	3.8	4.5	4.8	5.3	6.0	6.7	7.2	7.7	7.8	9.4	10.5	11.5	12.5	13.1	14.1	13.7	12.8	13.3	12.8	12.3	11.9	11.1	9.9	8.7
Colombia	1.6	1.5	2.0	3.3	3.6	4.0	4.4	4.5	4.6	5.3	5.6	6.9	8.0	8.5	9.2	9.1	9.7	10.2	10.8	11.4	12.2	12.5	13.1	13.3	13.3	13.3	12.8	12.4
Mexico	3.8	4.7	6.1	5.9	5.9	5.8	5.6	6.0	6.2	7.4	7.4	7.1	7.3	7.5	7.7	7.7	8.0	8.2	8.7	8.7	8.4	7.8	7.8	7.9	7.6	6.9	6.3	5.8

Inflation has started to ease in select markets but remains uncomfortably high in most countries.

- Only China and Taiwan have seen negligible rises in inflation
- The U.S., Brazil, and most of Europe have started to see declines in inflation

Bloomberg Inflation Monitor as of 06/30/2023.

GLOBAL ECONOMY PMI DATA

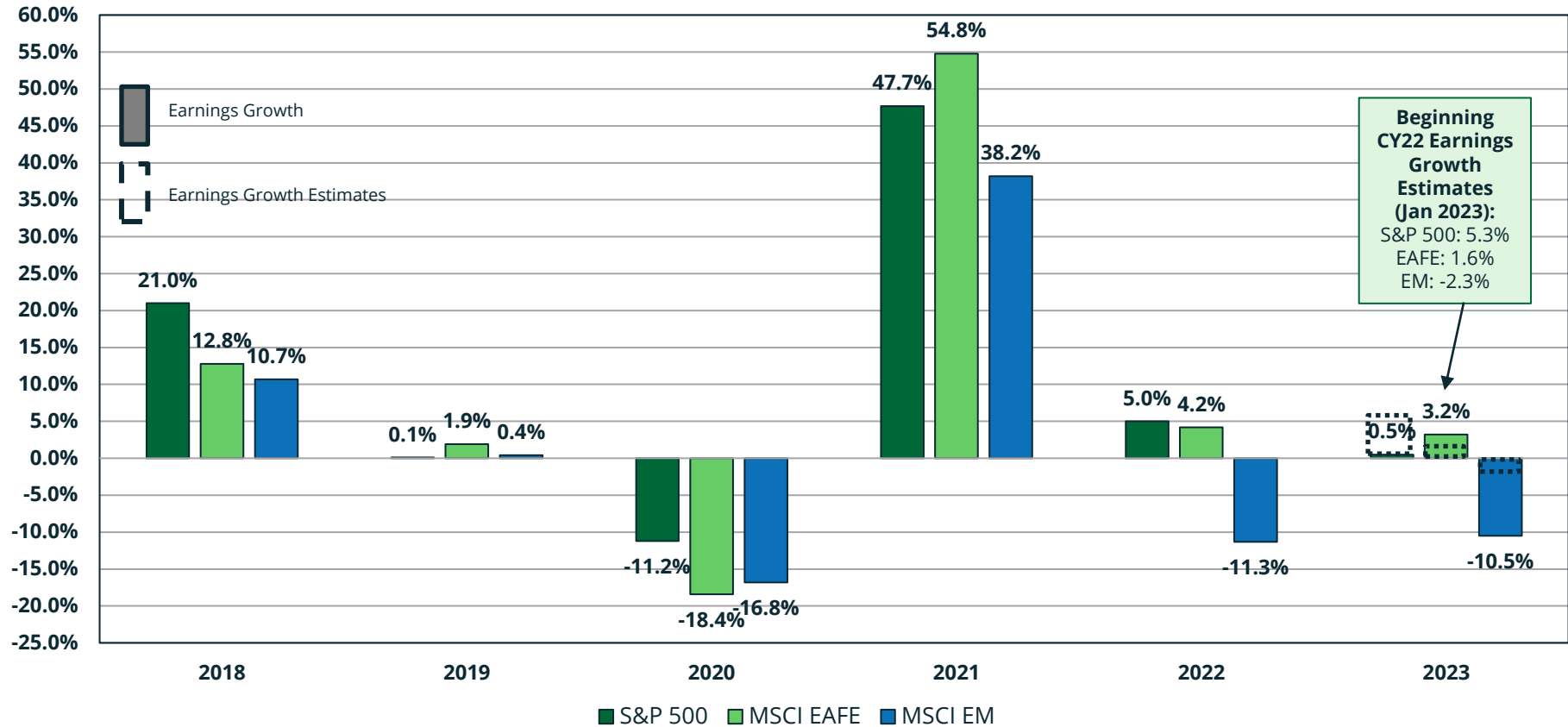
		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	12M Trend
Global	Mfg	51.1	50.3	49.8	49.4	48.8	48.7	49.1	49.9	49.6	49.6	49.6	48.8	
	Serv	51.1	49.2	50.0	49.2	48.0	48.0	50.1	52.6	54.4	55.4	55.5	54.0	
US	Mfg	52.2	51.5	52.0	50.4	47.7	46.2	46.9	47.3	49.2	50.2	48.4	46.3	
	Serv	47.3	43.7	49.3	47.8	46.2	44.7	46.8	50.6	52.6	53.6	54.9	54.4	
Eurozone	Mfg	49.8	49.6	48.4	46.4	47.1	47.8	48.8	48.5	47.3	45.8	44.8	43.4	
	Serv	51.2	49.8	48.8	48.6	48.5	49.8	50.8	52.7	55.0	56.2	55.1	52.0	
UK	Mfg	52.1	47.3	48.4	46.2	46.5	45.3	47.0	49.3	47.9	47.8	47.1	46.5	
	Serv	52.6	50.9	50.0	48.8	48.8	49.9	48.7	53.5	52.9	55.9	55.2	53.7	
Japan	Mfg	52.1	51.5	50.8	50.7	49.0	48.9	48.9	47.7	49.2	49.5	50.6	49.8	
	Serv	50.3	49.5	52.2	53.2	50.3	51.1	52.3	54.0	55.0	55.4	55.9	54.0	
China	Mfg	50.4	49.5	48.1	49.2	49.4	49.0	49.2	51.6	50.0	49.5	50.9	50.5	
	Serv	55.5	55.0	49.3	48.4	46.7	48.0	52.9	55.0	57.8	56.4	57.1	53.9	
India	Mfg	56.4	56.2	55.1	55.3	55.7	57.8	55.4	55.3	56.4	57.2	58.7	57.8	
	Serv	55.5	57.2	54.3	55.1	56.4	58.5	57.2	59.4	57.8	62.0	61.2	58.5	
S. Korea	Mfg	49.8	47.6	47.3	48.2	49.0	48.2	48.5	48.5	47.6	48.1	48.4	47.8	

Global manufacturing and service PMIs have diverged in many major economies in Q2-2023.

- Manufacturing PMIs are still signaling contracting economic activity, while services PMIs are showing a mild economic expansion
- European and US manufacturing PMIs are consistent with a mild contraction in the manufacturing sector and slowing global trade
- China's services PMI been robust since it re-opened post-COVID, but shows signs of softening

Source: Bloomberg, Markit/HIS.
Data as of 06/30/2023.

GLOBAL EARNINGS OUTLOOK



- Earnings expectations have been revised lower as analysts downgrade their expectations
- Expectations for EM markets have eroded the most in the face of heightened energy costs, global monetary tightening, and the slowdown in the Chinese economy (CY2022 EM earnings ex Russia would be approximately -3%)

Source: Bloomberg, FactSet, Goldman Sachs.
Data as of 6/30/2023.

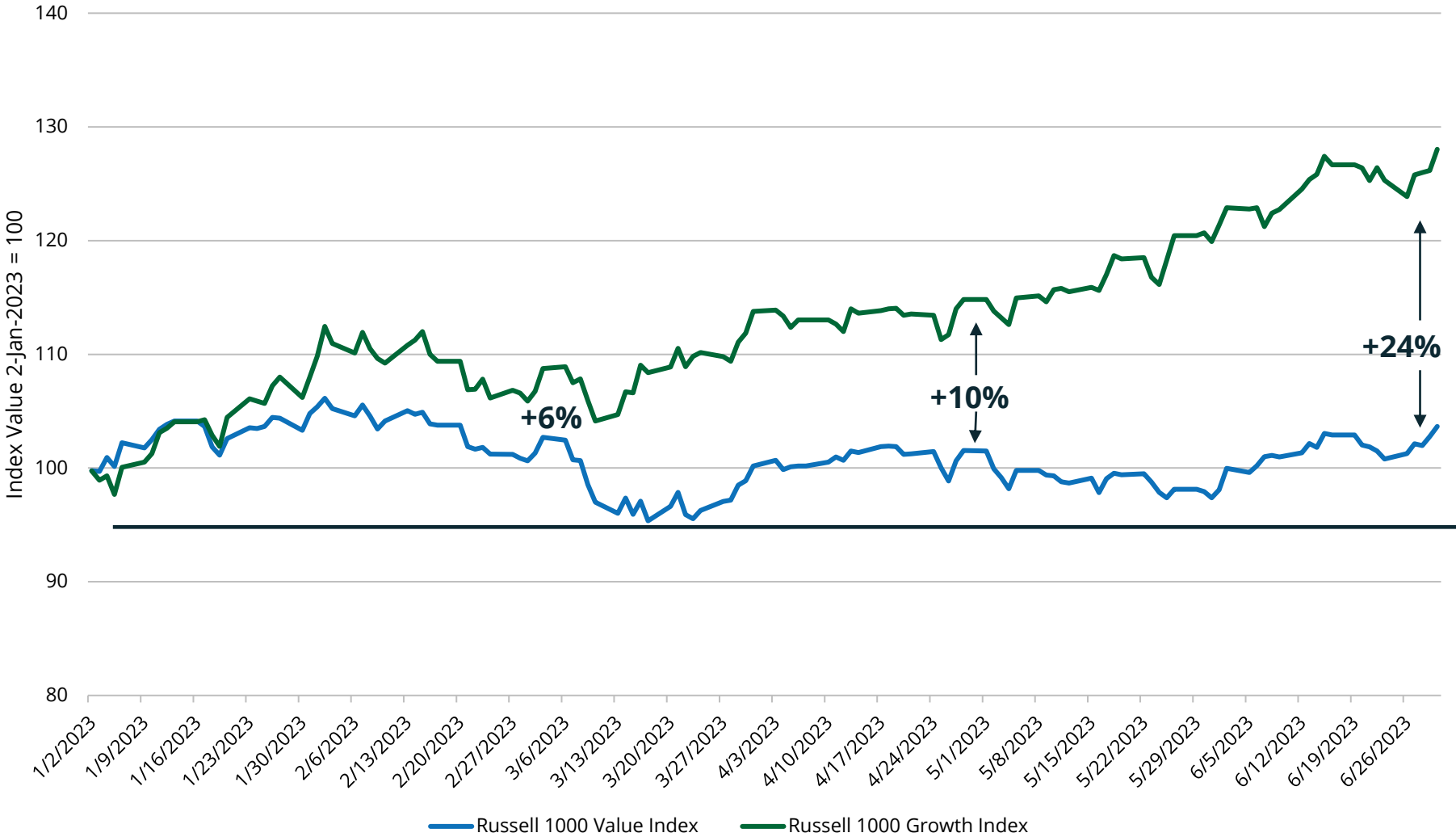
GLOBAL GDP OUTLOOK

	CY - 2022	CY2023 REAL GDP GROWTH ESTIMATES					CY2024 REAL GDP GROWTH ESTIMATES				
	ESTIMATE	IMF	OECD	BBG	GOLDMAN	AVG.	IMF	OECD	BBG	GOLDMAN	AVG.
U.S.	1.6%	1.6%	1.1%	1.2%	1.7%	1.4%	1.1%	0.8%	0.7%	1.6%	1.1%
EU	1.0%	0.8%	0.4%	0.6%	0.5%	0.6%	1.4%	1.3%	1.0%	1.4%	1.3%
China	4.5%	5.2%	5.6%	5.5%	5.4%	5.4%	4.5%	4.6%	4.9%	4.5%	4.6%
Japan	1.9%	1.3%	0.8%	1.2%	1.2%	1.1%	1.0%	0.7%	1.1%	1.2%	1.0%
UK	0.1%	-0.3%	--	0.2%	0.2%	0.0%	1.0%	--	0.9%	0.7%	0.9%
India	6.1%	5.9%	6.3%	7.0%	6.4%	6.4%	6.3%	6.4%	6.0%	6.3%	6.3%

- Global growth has been revised up slightly for the US, Europe, and other developed economies for CY 2023, but forecasts for 2024 have been lowered
 - Growth projections for CY2024 are on-par or below CY2023, and still represent below-trend real growth most of the world
 - Nominal growth for 2023 will much be higher than real growth as elevated inflation levels linger throughout much of the year; nominal growth in 2024 is likely to be lower than in 2023

Source: Clearstead, Nomura, Goldman Sachs, Bloomberg, and IMF.
Data as of 6/30/2023.

GROWTH OUTPERFORMING VALUE



Source: Bloomberg LP, Clearstead, daily data as of 6/30/2023; Past performance is not an indicator of future results.

LABOR MARKET REMAINS TIGHT

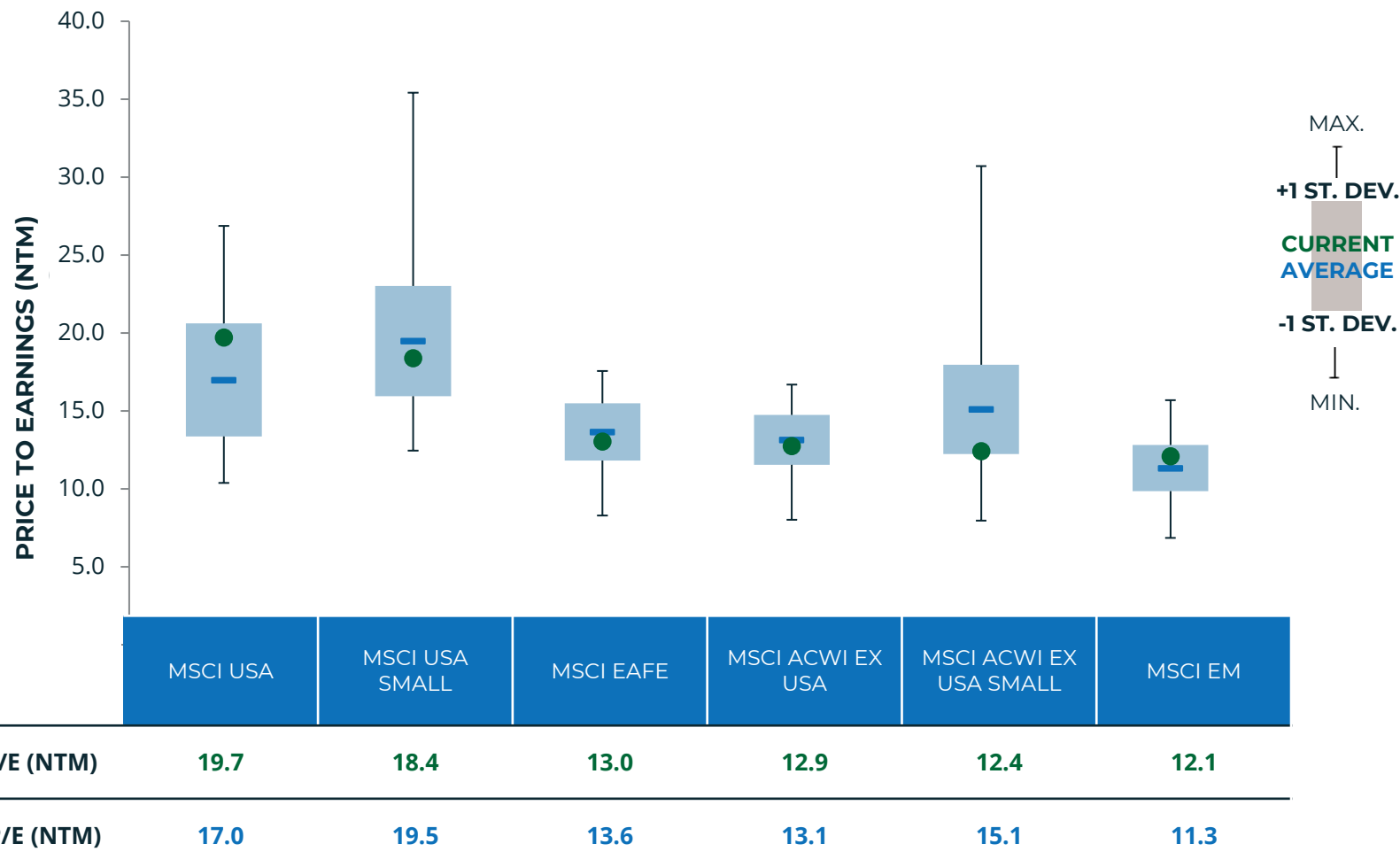
U.S. LABOR MARKET



- June’s non-farm payrolls increased by +209k.
- Average monthly job gains in the first half of 2023 to +278k. June marked the first ‘miss’ versus expectations breaking a string of 14 consecutive months of employment beating estimates.
- The unemployment rate ticked down to 3.6% from 3.7% in the prior month.

Source: Clearstead; BLS 7/7/2023; <https://www.bls.gov/news.release/empsit.nr0.htm>, Bespoke Investment Group, Projection assumes steady decline of -50k jobs per month

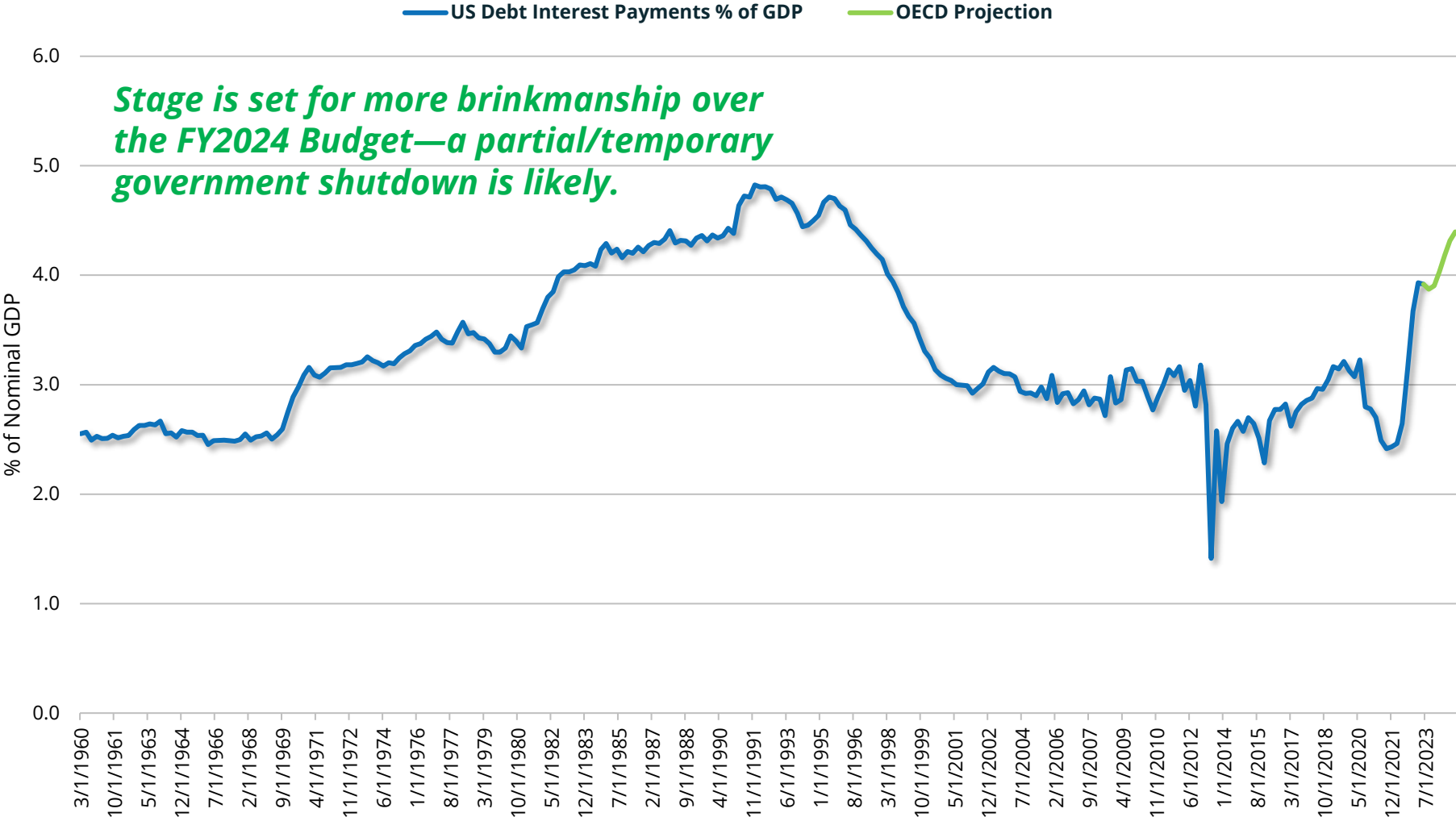
GLOBAL EQUITY VALUATIONS



Source: Bloomberg as of 06/30/2023. Average taken over full index history. MSCI USA- 1994 - Current; MSCI USA Small- 1994 - Current; MSCI EAFE- 2003 - Current; MSCI ACWI ex USA- 2003 - Current; MSCI ACWI ex USA Small- 1994 - Current; MSCI EM- 2003.

U.S. INTEREST INCREASING

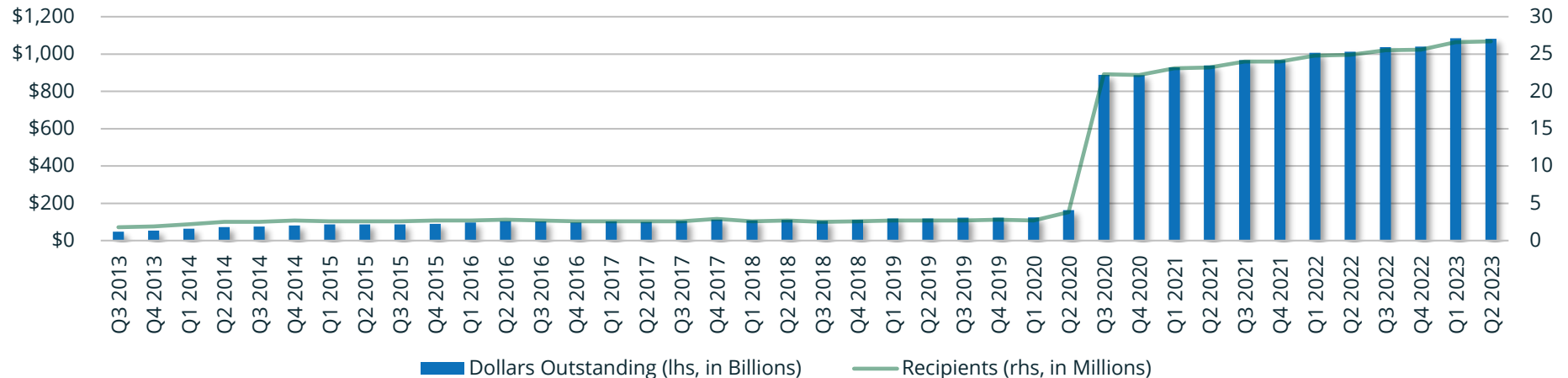
US Debt Payments



Source: Clearstead, Bloomberg LP, OECD 6/30/2023

STUDENT LOAN REPAYMENT

Federal Loans in Forebearance

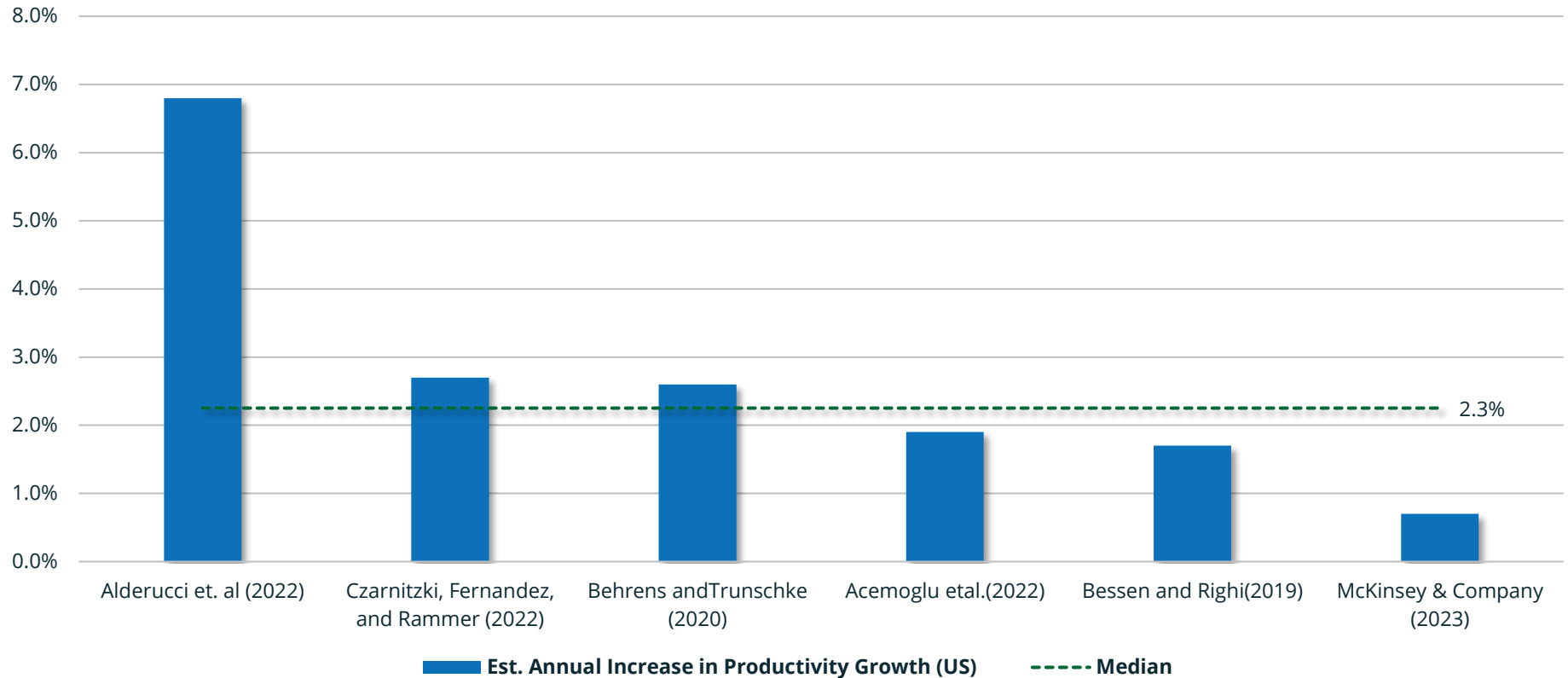


Federal Student Loans By Cohort			
Age Bracket	Total Federal Student Loans (BN)	Number of Borrowers (MM)	Average Amount Owed
24 and Younger	\$103.2	7.1	\$14,535
25 to 34	\$484.8	14.8	\$32,757
35 to 49	\$535.2	12.1	\$44,231
50 to 61	\$239.5	5.0	\$47,900
62 and Older	\$81.0	1.7	\$47,647
Total	\$1,443.7	40.7	\$35,472

- There are over 46 million borrowers with \$1.65 trillion in federal student debt; 40.7 million of which are in federal direct loans totaling \$1.44 trillion
- 26.7 million federal direct loan borrowers are currently in forbearance with average balance of over \$40,000. That equates to \$1.08 trillion of a total of \$1.44 trillion of direct loans.
- **Spending/investment/savings drag estimated at over \$10 billion per month.**

Source: Clearstead, StudentAid.gov (<https://studentaid.gov/data-center/student/portfolio>), as of Q2 2023, Total federal student loans includes Direct Loans (\$1.44 trillion), Federal Family Education Loans (\$194.70 billion), and Perkins Loans (\$3.70 billion); For illustrative purposes, spending drag assumes an average balance of \$40,000 financed over a 10-year period at 6% interest rate across 26.7 million borrowers.

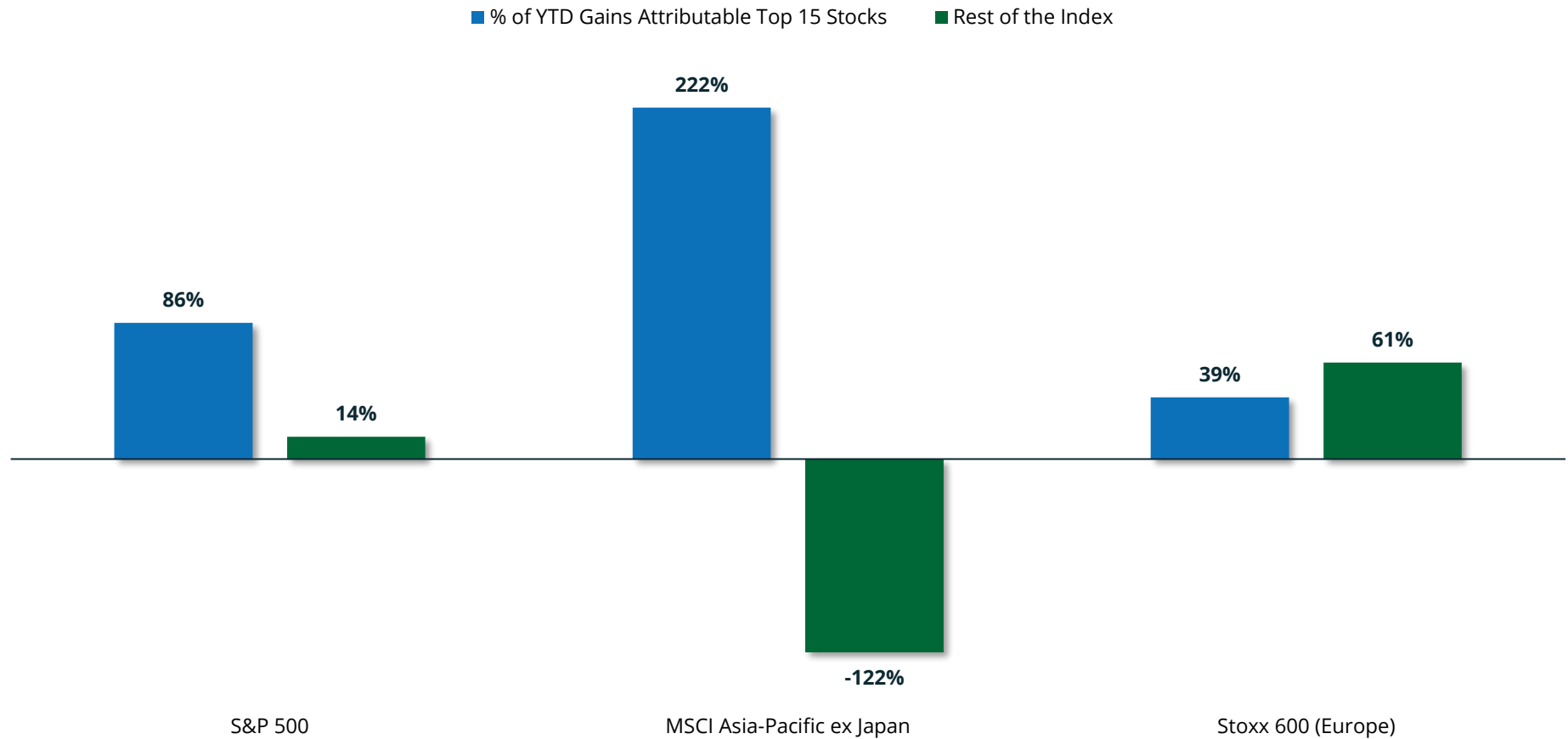
AI EXPECTED TO INCREASE PRODUCTIVITY



- Research points to a pick-up in productivity growth of ~1.5% to ~2.5% per year in the coming decade.
- Societal adjustments, labor disruption, occupational re training, could prove difficult to overcome.

Source: Clearstead, Goldman Sachs Global Investment Research, Goldman Sachs Equity Research: Generative AI – Part 1: Laying Out the Investment Framework, March 26, 2023, McKinsey & Company, The Economic Potential of Generative AI, June 2023, McKinsey estimates for 2022-2040, all others are 2022-2030

TOP STOCKS DRIVING GAINS



- History generally supports a catch-up w/ the rest of the index trading-up to the market leaders
 - However, corrections are deeper when preceded by narrow markets.

Source: Clearstead, Bloomberg LP, Goldman Sachs 6/30/2023, Past performance is not an indicator of future results



DEFINITIONS & DISCLOSURES

DEFINITIONS & DISCLOSURES

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

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

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

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

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

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

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

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

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

Index Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HFRF ED: Distressed Restructuring strategies which employ an investment process focused on corporate fixed income instruments, primarily on corporate credit instruments of companies trading at significant discounts to their value at issuance or obliged (par value) at maturity as a result of either formal bankruptcy proceeding or financial market perceptions of near term proceedings.

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

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

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

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

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

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

DEFINITIONS & DISCLOSURES

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

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

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

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

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

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

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

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

The **Ibbotson Intermediate Government Bond Index** is measured using a one-bond portfolio with a maturity near 5 years.

The **JPMorgan Emerging Markets Bond Index Plus (EMBI+)** Index tracks total returns for traded external debt instruments (external meaning foreign currency denominated fixed income) in the emerging markets. The **JPMorgan GBI Global ex-US Index** represents the total return performance of major non-U.S. bond markets.

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

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

The **Consumer Price Index (CPI)** is an inflationary indicator that measures the change in the cost of a fixed basket of products and services, including housing, electricity, food, and transportation. The CPI is published monthly. Please Note: the performance of this index lags by 1 month.

The **Credit Suisse Leveraged Loan Index** is a market value-weighted index designed to represent the investable universe of the U.S. dollar-denominated leveraged loan market. The **Dow Jones (DJ) UBS Commodity Index** measures the performance of the commodities market. It consists of exchange-traded futures contracts on physical commodities that are selected to account for the economic significance and market liquidity of each commodity. The **DJ U.S. Total Stock Market Index** is an all-inclusive measure composed of all U.S. equity securities with readily available prices. The **DJ U.S. Completion Total Stock Market Index** is a subset of the DJ U.S. Total Stock Market Index that excludes components of the S&P 500. The **Dow Jones U.S. Weighted Real Estate Securities Index** is a float-adjusted market capitalization-weighted index of publicly traded real estate securities such as real estate investment trusts (REITs) and real estate operating companies (REOCs).

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

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

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

This evaluation report has been prepared for the exclusive use of a specific client and no part of it may be used by any investment manager without permission of that client and Clearstead.

Evaluation of investment managers covers both quantitative and qualitative aspects. In addition to the investment performance evaluation, we monitor ownership structure, track key-employee information, and hold regular meetings with each investment management organization employed by our clients.

The data presented in this report have been calculated on a time-weighted rate of return basis. All returns are net of investment advisory fees, but gross of Clearstead advisory fees and custodian fees, unless otherwise labeled. The deduction of Clearstead advisory fees and custodian fees would have the effect of decreasing the indicated investment performance.

The performance data shown represent past performance. Past performance is not indicative of future results. Current performance data may be lower or higher than the performance data presented.

Returns for periods longer than one year are annualized. Each number is independently rounded.

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

**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

Introduction:

~~Internal Auditing is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of Youngstown State University (“the University”). 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 governance, risk management, and internal control.~~

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.](#)

Professionalism:

~~The internal audit activity will govern itself by adherence to the Institute of Internal Auditors’ mandatory guidance including the Definition of Internal Auditing, Code of Ethics, and the *International Standards for the Professional Practice of Internal Auditing (Standards)*. This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of the internal audit activity’s performance.~~

~~The Institute of Internal Auditors’ Practice Advisories, Implementation Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, the internal audit activity will adhere to the University relevant policies and procedures.~~

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. ~~The internal audit activity, with strict accountability and confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all of the University's records, physical properties, and personnel pertinent to carrying out any audit engagement.~~ 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.

Organization:

The ~~Director of Internal Audit & Risk Management ("Director")~~ 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 ~~Director~~ 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 ~~Director~~ Internal Auditor.
- Make appropriate inquiries of management and the ~~Director of Internal Audit~~ 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 ~~Director Internal Auditor~~ [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.
- 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

Internal Audit Plan:

~~At least annually, the Director will submit to senior management and the Subcommittee an internal audit plan for review and approval by the Subcommittee. The internal audit plan will consist of a summary work schedule as well as budget and resource requirements for the next fiscal year. The Director will communicate the impact of resource limitations and significant interim changes to senior management and the Subcommittee. The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based methodology, including input of senior management and the Subcommittee. The Director will review and adjust the plan, as necessary, in response to changes in the~~

University's business, risks, operations, programs, systems, and controls. Any significant deviation from the approved internal audit plan will be communicated to senior management and the Subcommittee.

Reporting and Monitoring:

A written report will be prepared and issued by the Director or designee following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Audit Subcommittee. The internal audit report will include management's response and corrective action plan in regard to the specific findings and recommendations. Management's response should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented. The internal audit activity will be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain in an open issues file until cleared.

The Director will periodically report to senior management and the Subcommittee on the internal audit activity's purpose, authority, and responsibility, as well as performance relative to its plan. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management or the Subcommittee.

Approved this __ day of _____, 2023

Michelle DiLullo
Internal Auditor

Chair of the Audit Subcommittee

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 Subcommittee.

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



YOUNGSTOWN STATE UNIVERSITY

One University Plaza, Youngstown, Ohio 44555

Sue Ewing, Bursar
Lauren Muir, Associate Bursar
Katrena Davidson, AVP Finance and Controller
Youngstown State University

August 10, 2023
Audit #2023-01

Dear Ms. Ewing, Ms. Muir, & Ms. Davidson:

Internal Audit has completed an internal control assessment of the key processes related to student accounts within the Office of University Bursar. This audit was completed to provide assurance on the presence, adequacy, design, and operating effectiveness of the internal controls related to the objectives of the Office of University Bursar.

Internal controls are a process designed to provide reasonable assurance regarding achievement of the following objectives:

- effectiveness and efficiency of operations
- reliability of reporting, and
- compliance with procedures

Thus, internal controls are deemed effective if the above objectives are met. Internal controls can be a preventative control or a detective control. Procedures designed to keep errors or irregularities from occurring are preventative controls. Procedures designed to detect errors or irregularities which have occurred are detective controls. Internal Audit promotes continuous improvement of internal controls. However, management is responsible for establishing and maintaining effective internal controls.

Objectives

The primary objectives of this audit were as follows:

- (1) identify if internal controls are present,
- (2) assess if internal controls are appropriately designed, and
- (3) test the operating effectiveness of internal controls.

Office of Internal Audit

330.941.1425

Scope and Procedures

The audit scope included the operational processes related to the following:

- student billing processes
- student fee structure
- student accounts receivable processes
- student collections management.

The above objectives were accomplished using the audit procedures including, but not limited to, the following:

- review of applicable university and student accounts policies and procedures within the Office of University Bursar
- conducting walkthroughs or processes performed pertaining to student accounts by Office of University Bursar staff
- testing internal controls by review of documentation and related support
- inquiring of Office of University Bursar staff

An audit of operational and system of internal controls is performed to provide management with reasonable but not absolute assurance that procedures and transactions are executed in an efficient manner. This internal audit was performed using a risk-based approach that did not include evaluation and testing of every transaction. Thus, assurance cannot be provided that all errors, irregularities, and instances of non-compliance occurring during the audit period were identified.

Opinion

Based on the results of procedures performed in the Office of University Bursar Audit, the internal controls related to the key processes in that department **Require Improvement**.

A **Require Improvement Opinion** necessitates that Internal Audit perform follow-up on corrective actions noted in management responses based on the dates provided.

Internal Audit thanks you and your staff for their time and assistance during the audit process. Please call x1425 with any questions regarding this Report.

Sincerely,



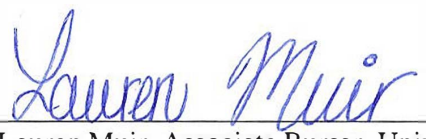
Michelle DiLullo
Staff Auditor, Internal Audit

cc: H. Lafferty
N. McNally
Audit Subcommittee

Acknowledgement of Responsibility

The Audit Comments include Management's Responses to audit observations and recommendations contained in this Report. These responses have been prepared and approved by the following individual(s) who acknowledge responsibility for directing the implementation of corrective action plans.


Sue Ewing, Bursar, University Bursar 8/2/23
Date


Lauren Muir, Associate Bursar, University Bursar 8/2/23
Date


Katrena Davidson, AVP Finance & Controller, Controller's Office 8-7-23
Date

**Student Accounts- Bursar's Office
Audit #2023-01
Executive Summary**

This below table summarizes the results of the internal control assessment and the corrective actions to which management has committed. The audit comments are further detailed in the pages following this summary.

Summary of Audit Comments			
Audit Comment (Risk Level)	Observation	Recommendation	Management Response
#1 Student Billing Procedures (High)	Student Billing Procedure needs updated to ensure completeness.	Enhance internal controls by implementing a periodic review of the Student Billing Procedures to ensure they are updated and complete.	Periodic review and updates for continual improvements are done at least annually and as staff are trained to ensure accurate documentation is maintained and up to date.
#2 Daily Balancing Documentation (Medium)	Although daily balancing procedures were being performed, procedures were not always completely documented.	Enhance daily balancing procedures to ensure documentation is complete include date, explanation of variance, and preparer/reviewer sign-off.	Documented procedures for daily balancing include the recommended items but reconciliation spreadsheet was updated to include that credit card differences are a timing difference. Revised spreadsheet used beginning July 2023.
#3 Student Bill Presentation (Medium)	Student bills appeared lengthy and complex due multiple charges going on and off the account.	Evaluate developing script to combine charges for more simplified, condensed presentation on student bills.	Discussions have occurred and meetings are scheduled with Kent State to explore opportunities for YSU to utilize and modify existing script used by Kent State. An IT work order has been established to move forward to simplify and condense the presentation of the student bills by summer of 2024.
#4 Reducing Cash Collections (Medium)	Cash payments are still being made leading to the inherent risk of collecting and handling cash.	Consider implementing policies and procedure to further reduce the amount of cash payments collected and processed.	Realizing the inherent risk of collecting and handling cash the Bursar office collaborated with PNC and the Penguin Service Center earlier this year and implemented potential opportunities to reduce cash payments received from students. Continued efforts will be made to further reduce the amount of cash payments collected and processed.

#5 Student Write-off Review <i>(Medium)</i>	Write-off transactions are posted manually without detailed review to ensure transactions are accurate and proper.	Enhance internal controls over manual write-offs. Complete the process to automate the write off process to ensure accuracy and efficiency.	A review of write-offs in total is completed by the Bursar and Controller's office on an annual basis. Discussions and documentation for a work order to automate the write-off process was already in place prior to this audit.
#6 Review of Appeals Postings <i>(Low)</i>	Consistent review of the recording of approved student appeals was not performed.	Enhance controls to ensure consistent review of recording of approved student appeals. Ensure the review is included in documented procedures.	Workpapers were updated to include evidence of review to make sure that there is a consistent review of appeal calculations. Documented procedures will be periodically reviewed
#7 Documented Review of TGRCSHR Report <i>(Low)</i>	There is not a documented sign-off on the review of the TGRCSHR report.	Enhance controls by implementing a sign-off to document weekly review of the TGRCSHR report.	A spreadsheet has been developed to document evidence of review.

Audit Comments
Student Billing, Collections, & Accounts Receivable
Internal Control Assessment
Audit #2023-01

Audit Comment #1 Student Billing Procedures (High)

Observation:

Documentation of student billing processes ensures the transfer of knowledge during staff transitions and is an essential part of succession planning. Student billing processes are documented in the Student Billing Procedures. The Student Billing Procedures is a new document and updating and adding to these procedures will be an ongoing process. Without complete documentation of the student billing procedures a disruption to the student billing process could impact timely and accurate student billing.

Recommendation: Enhance internal controls by implementing a recurring periodic, such as annual, review of the Student Billing Procedures to ensure they are updated and complete.

Management Response: The Student Billing Procedures is a new document and although significant progress has been made, it is not yet complete. Periodic review and updates for continual improvements are done at least annually and as staff are trained to ensure accurate documentation is maintained and up to date. The Associate Bursar will continue to work with staff to incorporate various jobs and procedures to ensure accurate documentation is maintained and up to date and centralized in one location.

Implementation Date: July 2023

This recommendation was completed during the final stages of the audit and has been closed.

Audit Comment #2 Daily Balancing Documentation (Medium)

Observation:

A procedure is in place to reconcile payments recorded to the bank account daily. The daily balancing/reconciliation is an important process to ensure errors and improper activity are timely identified. Thus, balancing documentation must be accurate and complete. During testing, the daily balancing appeared adequately prepared and supported. However, several items were not documented on the daily balancings, including the date of the balancing, explanation for variances (upon inquiry were noted to be due to timing difference from credit payments), and preparer/reviewer sign off prior to Fall 2022.

Recommendation: Enhance daily balancing procedures to ensure documentation is complete including date of balancing, explanation of variance, and separate preparer/reviewer sign-off. Ensure documented procedures for daily balancing include these items.

Management Response: Documented procedures for daily balancing already include the recommended items but during the switch from paper documents to electronic the dates and signatures were no longer maintained. Upon discovery last fall the electronic process was changed to include preparer and reviewer

signatures and dates reviewed. Variances other than the credit card timing differences were already noted and documented. The reconciliation spreadsheet was updated to add language that the credit card difference is a timing issue.

Implementation Date: July 2023.

Audit Comment #3 Student Bill Presentation (Medium)

Observation:

Student bills are an important representation of the University that impacts student perception. When reviewing student bills, they appeared lengthy and complex due to the presentation of multiple charges going on and off the account. Thus, it may be difficult for students/parents to review and interpret the charges. However, through development of scripts, charges may be combined for presentation on bills, while the detail of the student's account activity would still be accessible in the student portal.

Recommendation: Evaluate developing script to combine charges for more simplified, condensed presentation on student bills.

Management Response: Due to Banner limitations the student can either see all detail activity in their student portal as it occurs or wait and see each charge summarized and reflected in their portal the next day. Past conversations with student government and student groups indicated that they preferred to see the detailed activity as it occurred. As a result, the student bills reflected all detailed activity. The internal auditors set up a meeting with Kent State, another Banner school, to discuss how their bills were generated as their bills are summarized and students can still see detailed activity. Discussions have occurred and meetings are scheduled with Kent State to explore opportunities for YSU to utilize and modify existing script used by Kent State. An IT work order has been established to move forward to simplify and condense the presentation of the student bills. The implementation depends on IT resources and the complexity of the script needed.

Implementation Date: Target date is summer 2024.

Audit Comment #4 Reducing Cash Collections (Medium)

Observation:

Student payments may be made online, by mail, via payment drop box, or in person payments may be made at the Cashier's Office window during limited hours. While online and non-cash payment methods are encouraged, cash is accepted at the payment window. The cashier's office has strong procedures and practices in place to securely handle cash. However, there are inherent risks to the collecting and handling of cash. Reducing or eliminating cash payments further mitigate risks related to cash.

Recommendation: Consider implementing policies and procedure to further reduce the amount of cash payments collected and processed.

Management Response: Realizing the inherent risk of collecting and handling cash the Bursar office collaborated with PNC (our banking partner) and the Penguin Service Center (PSC) earlier this year and

implemented potential opportunities to reduce cash payments received from students. When a student comes to PNC to withdraw cash to pay YSU or open an account PNC staff will help educate student on other payment options available including debit card and ACH transactions. Since the majority of excess cash comes from international students, and the international student population is anticipated to continue to grow, the Bursars office worked with PSC to help better educate international students, as well as domestic students, on the various payment methods available. The PSC implemented a new process this year where every incoming first-year student needs to attend a Fund Your Education session which is a small group discussion where students walk through their individual payment and financial situation to make sure they understand what they need to pay and help them come up with a plan of action to pay their balance. The Fund Your Education presentation encourages students to enroll in a payment plan which requires online payments therefore reducing cash payments. The presentation has visuals to show how to input checking account information to process an ACH and illustrations for debit/credit card payments to encourage online payments. The Fund Your Education sessions started in May for domestic students and June for international students. These efforts should contribute to the reduction of large cash payments. Continued efforts will be made to further reduce the amount of cash payments collected and processed.

Implementation Date: June 2023

Audit Comment #5 Student Write-off Review (Medium)

Observation:

Once a student account receivable meets defined criteria it is deemed uncollectable and written off. The write off transactions are posted manually to the students by Bursar office staff, The Bursar reviews activity of Bursar staff on the TGRCSHR report. However, a detailed review of the manual posting to ensure transactions are accurate and proper is not performed. Automating the process would make the process more efficient, eliminate the possibility of human error, and ensure accuracy of transactions without detailed manual review.

Recommendation: Enhance internal controls to ensure write-off transactions are accurate and proper. Complete the process to automate the write off process to ensure accuracy and efficiency reducing the volume of manual transactions for posting and manual review.

Management Response: Due to staffing resources, volume of write-off entries, and potential risk a manual review of each individual write-off is not completed. If a write-off was accidentally completed for more than what should have been written off, it would be caught when reviewing refunds. If it was not written off for enough, it would be caught the next time write-offs were processed. A review of write-offs in total is completed by the Bursar and Controller's office on an annual basis and any unusual differences are investigated and documented. Discussions and documentation for a work order to automate the write-off process was already in place prior to this audit.

Implementation Date: December 31, 2023

Audit Comment #6 Review of appeals postings (Low)

Observation:

A control has been developed to ensure transactions to record approved student appeals are accurate and posted to proper student's account. However, the review was not consistently performed during the audit period while the staff member who primarily performed the control was out on leave. The control was not included in documented procedures to ensure it can be identified and assigned to another staff member.

Recommendation: Enhance controls to ensure consistent review of recording of approved student appeals. Ensure the review is included in documented procedures and procedures are periodically reviewed and communicated to appropriate Bursar's office staff.

Management Response: Workpapers were updated to include evidence of review to make sure that there is a consistent review of appeal calculations. Documented procedures will be periodically reviewed.

Implementation Date: June 2023.

Audit Comment #7 Documentation of supervisory review of TGRCSHR report (Low)

Observation:

A control is in place to ensure oversight of changes made on student accounts. The TGRCHSR report is received weekly by the Bursar for each staff member and is reviewed for unusual activity and investigated if needed. However, there is no sign-off to document that the review has been performed.

Recommendation: Enhance controls by implementing a sign-off to document weekly review of the TGRCSHR report.

Management Response: A spreadsheet has been developed to document evidence of review.

Implementation Date: July 2023.

YSU Anonymous Reporting Hotline
Aggregated Statistics
Fiscal Year 2023 Quarter 4

Hotline Activity	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Fiscal Year To Date Total
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Reports received	4	1	10	0	15
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Closed					
Unsubstantiated/insufficient information	-	1	-	-	1
Process enhancements noted	-	-	-	-	-
Investigation	3	-	1	-	4
Referred	1	-	9	-	10
Total Closed	4	1	10	0	15

Under review at quarter end	-	-	-	-	-
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Reporting Method	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Fiscal Year To Date Total
Ethicspoint Phone	1	1	-	-	2
Ethicspoint Website	3	-	10	-	13
Total:	4	1	10	0	15

Reporter Anonymity	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Fiscal Year To Date Total
Anonymous	4	-	9	-	13
Not anonymous	-	1	1	-	2
Total:	4	1	10	0	15

Youngstown State University
 Quarterly Internal Audit Plan Update
 FY23 Q4 April 1 - June 30, 2023

Projects								
Project Area	Risk Category	Risk Level*	Status**	Actual Q2 Hours	Actual Q3 Hours	Actual Q4 Hours	Actual YTD Hours	Audit Plan Budgeted Hours
Current Year Audits:								
Student Billing, Collections, and Accounts Receivable	Financial & Operational	High	Completed	74	208	170	452	200
Banner User Access	IT & Compliance	High	Completed	-	6	2	8	20
Division of Workforce Education & Innovation	Operational, Financial, & Compliance	High	In Process	-	4	-	4	200
Facilities and Building Access	Facilities, Operational, & Compliance	High	Planned	-	-	-	-	200
Consulting & Advisory								
Enterprise Risk Management/Other	Various	Moderate	Ongoing	2	7	-	9	155
Continuous Auditing Analytics								
Payroll	Financial, Operational, Compliance	Moderate	Ongoing	39	38	40	117	75
Accounts Payable	Financial, Operational, Compliance	Moderate	Ongoing	50	40	33	123	75
EthicsPoint Hotline Monitoring	Various	High	Ongoing	6	42	-	48	40
Follow-up on Open Audit Recommendations	Various	Various	Ongoing	14	4	-	18	70
Total Project Hours				185	349	245	779	1,035

***Risk Level**
 Assessment of potential impact of risks and likelihood of risk events occurring; rating drives Internal Audit plan priorities:
High - significant risk area, high priority for Internal Audit coverage
Medium - moderate risk area, moderate priority for Internal Audit coverage

Non-Project Hours					
Category	Actual Q2 Hours	Actual Q3 Hours	Actual Q4 Hours	Actual YTD Hours	Audit Plan Budgeted Hours
Professional Development	40	24	-	64	75
Administrative:	295	147	275	717	450
Total Administrative Hours	335	171	275	781	525

****Status Definitions**
Planned - as per audit plan, schedule to start in current FY
In Progress - in progress at quarter end
Complete - audit procedures concluded and results communicated
Deferred - moved from current FY plan per updated risk assessment

Total Hours **520** **520** **520** **1,560** **1,560**

Audit Recommendations Status- FY2023 Q4

Audit	Info	Recommendation Name	Summary of Recommendation	Summary of Original Response	Prior Status Comment	Current Status Comment
Audit #	2020-01-01	Policies And Procedures	Update policies to address financial management requirements including tax status, accounting concepts, record keeping, contract requirements, funding mechanisms and procedures, disbursement controls, agency account and off-campus cash accounts.	Policies will be developed in this area.	The Office of Student Activities has recently upgraded to a new management system called CampusGroups which trains and tracks members of student organizations. It will track and tag all student treasurers to complete the training module. The new program should be fully implemented by the fall of 2023.	The CampusGroups implementation has been taking longer than expected. Work is being done to set up all the components of the new system. We are on track to complete this recommendation by mid-semester.
Dated Issued	2/17/2020	-----				
Risk Category	Financial	Student Organizations Audit				
Risk Level	Low					
Division	Student Experience					
Deadline	8/31/2020					
New Deadline	12/31/2023					
Current Status	On Schedule					

ERM Update Sept 2023

➤ 2022 Risks

- Minors/Youth on Campus (under 18 yrs) **COMPLETE**
- Liability Releases and Waivers/ Student Travel **COMPLETE**
- Employment and Productivity
- Data Security **ON GOING**
- Mental Health of Students and Employees **ON GOING**
- Research- Regulatory and Legal Compliance

➤ 2023 Risks

- Data Security **2022**
- Mental Health of Students and Employees **2022**
- Employment and Productivity **2022**
- Research- Regulatory and Legal Compliance **2022**
- Campus Safety, Security, and Emergency Response **NEW**

Risk Review

- Data Security
 - Migrated Share Data to the Cloud
 - Data Immutability
 - Began research on Data Loss Prevention options
 - Reviewed Data Destruction Policy

- Mental Health

**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-**

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: ~~June 7, 2018~~ September 20, 2023
 Next Review: ~~2023~~ 2028

- (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 ~~incurred~~ issued by the university impacts the financial health of the university and its credit rating. The purpose of this policy is to establish ~~certain debt guidelines that 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 ~~relate to 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) ~~Debt guidelines will address the following objectives~~ 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) ~~Establish guidelines to limit the~~ Limit risk of 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) ~~Establish guidelines to manage~~ Monitor the interest rate environment to limit its exposure to risks associated with variable rate interest exposure rates.
- ~~(g) Assign responsibilities for the implementation and management of the university's debt management policy.~~
- (2) ~~Cash~~ 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 ~~board of regents~~[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-**

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 6, 2018**~~20, 2023~~
Next Review: ~~2023~~[2028](#)

- (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-**

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
Room & Board (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
Room & Board (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%
Room & Board (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%
Room & Board (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%
Room & Board (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%
Residence Hall Application Fee (academic year and/or summer)	\$35.00	\$35.00	\$0.00	0.00%
Residence Hall Pre-Payment (must be paid before room selection/assignment occurs and is ultimately deducted from bill)	\$250.00	\$250.00	\$0.00	0.00%
Single Room Upcharge (per semester)	\$1,000.00	\$1,250.00	\$250.00	25.00%
Weller House One-Bedroom Apartment academic year, room only	\$6,750/AY or \$750/month (summer)	\$6,750/AY or \$750/month (summer)	\$0.00	0.00%
Weller House Two-Bedroom Apartment academic year, room only	\$7,650/AY or \$850/month (summer)	\$7,650/AY or \$850/month (summer)	\$0.00	0.00%
Weller House Three-Bedroom Apartment (academic year, room only)	\$8,550/AY or \$950/month (summer)	\$8,550/AY or \$950/month (summer)	\$0.00	0.00%
Weller House Graduate Shared Apartment Rate (academic year, room only)	NEW	\$5,850/AY or \$650/month (summer)	NEW	NEW
*Multi-bedroom apartments are available only to students (U/G or Grad) with a child(ren). Single-bedroom apartments available for Graduate student reservation.				
*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				
*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				
Expanded Housing Rate (overoccupied rooms)	\$4,850.00	\$4,850.00	\$0.00	0.00%
Student Housing Outside of Contracted Period				
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%
Cancellation Fee				
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%
Summer				
	Summer 2024	Summer 2025		
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%
Summer Event Rates				
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%
Short Term Housing Rates				
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%
*Must participate in meal plan if staying longer than one week				
University Courtyard Rates (Per Month) *Inclusive of \$50 introductory meal plan (\$25 Pete's/\$25 Flex)				
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%
Courtyards Pre-Payment (must be paid before apartment bedroom selection/assignment occurs and is ultimately deducted from bill)	NEW	\$250.00	NEW	NEW

Housing & Residence Life Damage Billing Charge List	
Beds	
Bed (replacement cost)	240
Loft kits (replacement cost)	\$180.00
Rebunk beds	10.00/person
Mattress (replacement cost)	180
Carpet	
Clean Stain (Cleaning contractor)	35
Room clean (Steam Action)	75
Ceiling	
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
Closets/Wardrobes	
Door Repair (chips)	20
Door Replacement	50
Shelf Replacement	20
Closet handle	10
Mirror	15
Towel rack	20
Desks	
Recover desk chair	90
Desk chair (replacement cost)	150
Desk top	35
Walls	
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
Doors	
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
Windows	
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
Restrooms	
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
Emergency Equipment	
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
Heater/Air Conditioning Units	
Unit Switch	60
Radiator Cover Damage	40
Common Areas	
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
Miscellaneous	
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
Cleaning (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
Furniture Replacement cost	
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

FY 2023 Operating Performance* General & Auxiliary Funds

	GENERAL FUNDS					AUXILIARY FUNDS					
	General Fund	Course Fees	College Fees	Program Fees	Total	Andrews Rec Center	Housing Services	Athletics	Kilcawley Center	Parking Services	Total
Revenue	\$147,963,761	\$2,706,033	\$2,019,472	\$290,657	\$152,979,923	\$79,820	\$10,308,857	\$4,316,704	\$785,041	\$1,873,856	\$17,364,278
Expenses	127,859,580	2,032,366	1,904,513	221,620	132,018,079	1,160,965	8,322,146	19,461,727	1,715,949	2,063,422	32,724,209
Transfers Out (In)	18,810,562	78,243	(85,951)	4,940	18,807,794	(1,198,325)	1,018,260	(15,210,743)	(1,089,379)	(734,557)	(17,214,744)
Total Exp & Transfers	146,670,142	2,110,609	1,818,562	226,560	150,825,873	(37,360)	9,340,406	4,250,984	626,570	1,328,865	15,509,465
Net balance	\$1,293,619	\$595,424	\$200,910	\$64,097	\$2,154,050	\$117,180	\$968,451	\$65,720	\$158,471	\$544,991	\$1,854,813

\$4,008,863

*Information is as of 9/7/23 and is subject to accounting and audit adjustments.

**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>

Projects in Progress:

Utility Distribution Upgrades/Expansion
YSU 2122-07

\$1.65M (Capital Funds) GPD Group, Marucci Gaffney

This project is mostly complete but there are still a few electrical items and punch list items remaining.

Stambaugh Classroom/Beeghly Physical Therapy
YSU 2122-15

\$1.5M (Local Funds) OSPORTS, Hudson Construction

Stambaugh is complete with only certifications and final State of Ohio approvals remaining for Beeghly Center.

Campus Roof Replacements
YSU 2324-02

\$2M (Capital Funds) Prime AE Group

This project will replace sections of roofs on Cushwa Hall and the Edmund J. Salata Complex. This project is underway and should be complete this fall.

Projects Recently Completed:

Utility Distribution Upgrades/Expansion
YSU 2122-07

\$1.65M (Capital Funds) GPD Group, Marucci Gaffney

Elevator Safety Repairs and Replacements
YSU 2122-08

\$550k (Capital Funds) Domokur, Murphy Contracting
Silvestri Hall

Moser Hall Renovations Phase 2
YSU 2122-21

\$900k (Capital Funds) YSU Staff, Murphy Contracting

Arlington Parking Facility
YSU 2324-11

\$800k (Local Funds) GPD Group, Marucci Gaffney

Lyden Restrooms Phase 2
YSU 2324-20

\$600k (Local Funds) Olsavsky-Jaminet, Brock Builders

STEM Science Lab Renovations
YSU 2324-13

\$800k (Capital Funds) YSU Staff, Murphy Contracting

Projects Out for Bids:

None at this time.

Projects at Controlling Board for Release of Funds:

None at this time.

Request for Architect/Engineer Qualifications Advertisements:

None at this time

Projects in Development for 2023/2024:

Garfield Building Renovations Phase 1
YSU 2324-15

\$800k (Capital Funds) Prime AE Group

This project will replace/rebuild the roof on the Garfield Building. Construction/bidding will start late Fall 2023 or early Spring 2024 depending on material availability.

Emergency Generator Upgrades
YSU 2324-19

\$1M (Capital Funds) YSU Staff

This project will upgrade and replace emergency generators across campus. Bidding and construction start are yet to be determined.

Lyden House Elevator Renovation
YSU 2324-10

\$500k (Local Funds) Domokur Architects

Upgrades and replacement of the elevator car and all associated equipment in Lyden House. This project will commence in May of 2024.

Building Envelope Renovations
YSU 2324-01

\$1.7M (Capital Funds) Domokur Architects

Building exterior repairs to Beeghly Center and Maag Library. This project will bid in early 2024 and be complete by September 2024.

Maag Library Learning Commons
YSU 2324-17

\$1.5M (Capital Funds) Bostwick Architects

This project will be the relocation of the RESCH Academic Success Center and Accessibility Services to Maag Library. This project will start construction March/April 2024 and be completed by August 2024.

Student Center Renovation
YSU 2324-22

\$41M (Capital Funds) Domokur Architects

WTW Architects has been selected by the committee and we are currently trying to negotiate a contract. Once under contract, design can commence.

Ward Beecher Planetarium Renovations
YSU 2324-24

\$1.1M (Insurance) PrimeAE Architects

The roof, interior dome, and some electronic equipment will be renovated/replaced in this project. This project will bid in early 2024.

Additional Projects in Development:

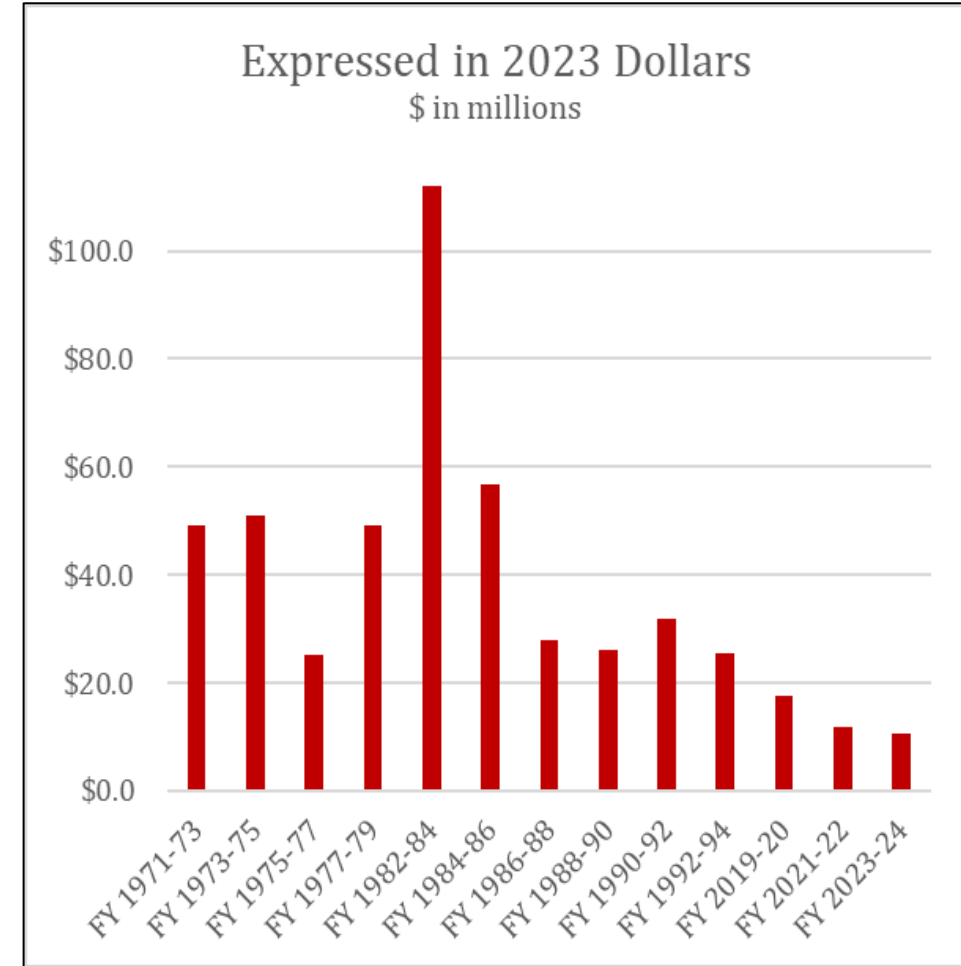
Silvestri Hall Lower Level – Renovation of the lower level of Silvestri Hall for Workforce Development.

YSU's State Capital Appropriations

- Over the years, the state of Ohio has significantly reduced capital funding for higher education.
- YSU's capital funding levels peaked in the mid 1980's when additional state funds were allocated for the construction of Meshel Hall.
- The Ohio Supreme Court's 1997 *DeRolph* ruling accelerated the shift in state capital funding from higher education to K-12 education.
- In current dollars, YSU's 2023-24 capital funding is roughly equal to YSU's funding levels in the late 1980's.
- In real dollars, YSU's capital funding has fallen sharply over the years. When adjusted for CPI inflation, YSU's 2023-24 capital funding is:
 - 91% below 1984-86 levels
 - 67% below 1990-92 levels
- Declining levels of state capital funding has caused:
 - Sharp increase in deferred maintenance in higher ed. facilities statewide.
 - Sharp increase in bonded indebtedness on university balance sheets statewide.

Capital Biennium*	YSU Capital Appropriations
FY 1971-73	\$6,400,000
FY 1973-75	\$7,100,000
FY 1975-77	\$4,300,000
FY 1977-79	\$9,400,000
FY 1982-84	\$34,572,000
FY 1984-86	\$18,912,000
FY 1986-88	\$10,080,000
FY 1988-90	\$9,863,000
FY 1990-92	\$13,303,000
FY 1992-94	\$11,562,178
FY 2019-20	\$14,584,003
FY 2021-22	\$10,260,000
FY 2023-24	\$10,556,247

*For illustrative purposes; does not reflect every capital biennium over this time period.



Youngstown State University - State of Ohio Capital Appropriations

FY 2019 - FY 2026 (projected)

FY 2019 - FY 2020 capital biennium		FY 2021 - FY 2022 capital biennium		FY 2023 - FY 2024 capital biennium		FY 2025 - FY 2026 capital biennium	
Excellence Training Center*	\$4,000,000	Moser Hall Renovations	\$2,500,000	Campus Roof Replacements	\$2,500,000	Zoldan Center Renovations	\$8,556,247
Cushwa Hall Renovations	2,300,000	Utility Distribution Upgrades	2,250,000	Building Envelope Renovations	2,000,000	IT Infrastructure Upgrades	2,000,000
Meshel Hall Renovations	2,250,000	Building Envelope Renovations	1,500,000	Bldg. Exterior Doors & Windows	1,750,000		
Ward Beecher Improvements	1,750,000	Elevator Safety Upgrades	1,500,000	Garfield Building Renovations	1,500,000		
Pedestrian Bridge Renovations	1,500,000	IT Infrastructure Upgrades	1,000,000	Cushwa Hall Renovations	1,000,000		
Campus Roof Replacements	1,100,000	Campus Development	750,000	Emergency Generator Upgrades	1,000,000		
Fedor Hall Renovations	1,000,000	Lincoln Building Renovations	500,000	STEM Science Lab Renovations	806,247		
Building Envelope Renovations	684,003	Basic Renovations	260,000				
	<u>\$14,584,003</u>		<u>\$10,260,000</u>		<u>\$10,556,247</u>		<u>\$10,556,247</u>
<i>*Special earmark for the ETC.</i>							
Legislation: S.B. 266 (132nd General Assembly)		S.B. 310 (133rd General Assembly)		H.B. 687 (134th General Assembly)		Legislation TBD; amounts are projected.	

By earmarking most of YSU's FY 2025-26 capital funding for the Zoldan Center project, the amount of debt that YSU would need to issue (to finance the Zoldan Center project) would be reduced significantly. In turn, this would:

- *Reduce the pressure that would otherwise be placed on YSU's debt capacity.
- *Materially reduce YSU's debt service payment obligations over the next 30 years.
- *Improve the financial viability of the Zoldan Center project.

The downside of this approach is that there would be zero capital dollars with which to maintain and renovate academic classrooms and lab space for the two-year period of FY 2025-26.

- *This will further hinder YSU's ability to maintain its physical plant.
- *This could cause some spaces to fall into disrepair.
- *However, YSU has in the past endured capital biennia wherein the state of Ohio did not pass a capital budget bill.
- *Nevertheless, this would mean that from August 2024 until May 2027 there would few, if any, capital dollars available for deferred maintenance or construction projects other than for the Zoldan Center.



YOUNGSTOWN STATE UNIVERSITY
Reportable Budget and Interfund Transfers
Quarter Ended June 30, 2023

BUDGET TRANSFERS WITHIN THE OPERATING BUDGET (i.e., General Fund and Auxiliaries):

FROM	TO	AMOUNT	REASON
Academic Affairs Reserves	Summer School	\$315,999	To fund Summer School Compensation.

TRANSFERS OUTSIDE OF THE OPERATING BUDGET:

FROM	TO	AMOUNT	REASON
Housing Services Plant Reserve (Auxiliary Plant Fund)	Lyden House Elevator (Auxiliary Plant Fund)	\$549,400	Approved by Board in June.

FY2023 Year End Operating Performance Transfers	\$4,008,863	Transfers of current year residual funds totaling \$4,008,863 to carryforward fund.
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General Funds	\$2,154,050	
Housing Services (Auxiliary Fund)	\$968,451	
Parking Services (Auxiliary Fund)	\$544,991	
Kilcawley Center (Auxiliary Fund)	\$158,471	
Andrews Student Rec/Wellness Center (Auxiliary Fund)	\$117,180	
Athletics (Auxiliary Fund)	\$65,720	

Other Transfers	\$1,720,377	Includes Year End and 4th Quarter Transfers.
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Weir Technology Restricted Gift Fund (Restricted Fund)	Weir Technology Quasi Endowment (Restricted Quasi Endowment Fund)	\$900,000	Transfer of portion of \$1 million to establish an interest bearing quasi-endowment for future WCBA technology needs.
Paula & Anthony Rich Center for Autism (Restricted Fund)	Rich Center Reserve (Restricted Fund)	\$720,377	Transfer current year residual funds to reserve fund. Note that approximately \$500,000 of residual resulted from expenses which were offset by a federal grant awarded through the Ohio Child Care Resource & Referral Association (OCCRRA).

FROM	TO	AMOUNT	REASON
Parking Services (Auxiliary Fund)	M30 Parking Structure Renovations (Auxiliary Plant Fund)	\$486,308	Transfer to project fund.
General Fund	Sick Leave Conversion Fund (Designated Fund)	\$401,715	Transfer to fund the FY2024 VSRP Sick Leave Payouts.
General Fund	Legal Contingency Fund (Designated Fund)	\$348,284	Transfer to fund estimated legal liabilities.
Institutional Work Study 22-23 (Designated Fund)	YSU Match FWS 22-23 (Restricted Fund)	\$210,375	Transfer funds equal to current year usage of Institutional Work Study funds.
Institutional Work Study 22-23 (Designated Fund)	General Fund	\$180,447	Transfer to close out fund.
YSU Match FWS 22-23 (Restricted Fund)	General Fund	\$165,623	Transfer residual match funds to General Fund.
Parking Services (Auxiliary Fund)	Parking Repairs & Renovations (Auxiliary Plant Fund)	\$130,000	Transfer to fund projects.
YSU Match FSEOG 22-23 (Restricted Fund)	General Fund	\$106,382	Transfer residual match funds to General Fund.
General Fund	Capital Facilities Project (Unrestricted Plant Fund)	\$98,476	Transfer administrative fees earned on locally administered state projects.
Kilcawley Center Plant Reserve (Auxiliary Plant Fund)	Kilcawley Center Air Handling Units (Auxiliary Plant Fund)	\$97,140	Transfer to fund new equipment.
Scholarship Reserve Fund (Designated Fund)	Reserve for Adjustments (Designated Fund)	\$68,783	Transfer to fund deficit resulting from financial aid fund adjustments.
College of Creative Arts Gifts (Restricted Fund)	CCCA Dean's Suite Expansion (Restricted Plant Fund)	\$57,518	Transfer to project fund.
M60 Parking Garage Demolition (Auxiliary Plant Fund)	Parking Repairs & Renovations (Auxiliary Plant Fund)	\$53,075	Transfer residual project funds to Parking Repairs & Renovations.

Youngstown State University
Fiscal Year 2023 Fourth Quarter Diversity Spend Report
April 1, 2023 through June 30, 2023

	FY2023				FY2022			
	4th QTR	Percent of Addressable	YTD	Percent of Addressable	4th QTR	Percent of Addressable	YTD	Percent of Addressable
Diversity Spend - Goods and Services (excludes EDGE and construction)								
MBE	\$ 183,519	3.99%	\$ 742,626	3.67%	\$ 206,320	3.90%	\$ 648,610	2.91%
Disability Challenged	212,631	4.62%	653,740	3.23%	-	-	410,701	1.84%
Recycled Materials	-	-	-	-	-	-	49,762	0.22%
Veteran Owned	1,866	0.04%	85,080	0.42%	732	-	298,923	1.34%
Woman Owned	23,528	0.51%	133,637	0.66%	25,176	0.48%	78,828	0.35%
Total Diversity Spend	\$ 421,544	9.17%	\$ 1,615,083	7.98%	\$ 232,228	4.39%	\$ 1,486,825	6.67%
Total Addressable Spend - Goods and Services	\$ 4,598,702	100.00%	\$ 20,246,320	100.00%	\$ 5,292,900	100.00%	\$ 22,289,081	100.00%
EDGE Spend - Goods, Services, and Construction*								
EDGE	\$ 78,306	1.38%	\$ 580,736	1.90%	\$ 28,377	0.46%	\$ 2,352,222	9.13%
Total EDGE Spend	\$ 78,306	1.38%	\$ 580,736	1.90%	\$ 28,377	0.46%	\$ 2,352,222	9.13%
Total Addressable Spend - Goods, Services, and Construction	\$ 5,686,539	100.00%	\$ 30,520,555	100.00%	\$ 6,189,919	100.00%	\$ 25,753,087	100.00%

* Includes payments to subcontractors

Definitions:

MBE (Minority Business Enterprise): The MBE program is designed to assist minority businesses in obtaining state government contracts for goods and services. (Unlike the Encouraging Diversity, Growth and Equity program, the MBE program does not apply to construction contracts.) The State of Ohio developed the program because it recognized the need to encourage, nurture and support the growth of minority businesses to foster their development and increase the number of qualified competitors in the marketplace.

EDGE (Encouraging Diversity, Growth, and Equity Program): The EDGE program is designed to assist socially and economically disadvantaged businesses in obtaining state government contracts in the following areas: construction, architecture and engineering; professional services; goods and services; and information technology services. (In contrast to the Minority Business Enterprise program, the EDGE program does apply to construction contracts.) The State of Ohio developed the program because it recognizes the need to encourage, nurture, and support the growth of economically and socially disadvantaged businesses to foster their development and increase the number of qualified competitors in the marketplace.

Youngstown State University (YSU) does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity and/or expression, disability, age, religion or veteran/military status in its programs or activities. Please visit YSU's Commitment to Accessibility webpage for contact information for persons designated to handle questions about this policy.

Youngstown State University
Diversity Spend Detail Report - Goods and Services
(excludes EDGE and construction)
April 1, 2023 through June 30, 2023

Minority Business Enterprise (MBE)			
Name	Address	Type of Contract	Purchases
AG PrintPromo Solutions	540 Graham Road, Cuyahoga Falls, Ohio 44221	Printing Services	\$ 3,158
Brown Enterprise Solutions	5935 Wilcox Place, Suite E, Dublin, Ohio 43016	Computer Supplies	177,066
Brown Enterprise Solutions/Staples - Tier 2	5935 Wilcox Place, Suite E, Dublin, Ohio 43016	Office Supplies	210
Consolidus, LLC - Tier 2	526 S Main St STE 804, Akron, Ohio 44311	Office & Promotional Supplies	651
Amazon - Tier 2	PO Box 81207, Seattle, Washington 98108-1207	Miscellaneous Supplies	2,434
	Subtotal - MBE		\$ 183,519
Disability Challenged			
Name	Address	Type of Contract	Purchases
Compass Family Services	535 Marmion Avenue, Youngstown, Ohio 44502	Janitorial Services	\$ 212,631
	Subtotal - Disability Challenged		\$ 212,631
Recycled Materials			
Name	Address	Type of Contract	Purchases
N/A	-	-	\$ -
	Subtotal - Recycled Materials		\$ -
Veteran Owned			
Name	Address	Type of Contract	Purchases
Amazon - Tier 2	PO Box 81207, Seattle, Washington 98108-1207	Miscellaneous Supplies	\$ 104
Protech-N-Shred	P.O. Box 85, Cortland, Ohio 44410	Document Shredding	1,762
	Subtotal - Veteran Owned		\$ 1,866
Woman Owned			
Name	Address	Type of Contract	Purchases
Amazon - Tier 2	PO Box 81207, Seattle, Washington 98108-1207	Miscellaneous Supplies	\$ 4,190
Roar Postal Supplies & Solutions	10600 W. 108th Terrace, Overland Park, Kansas 66210	Postal Supplies	463
Ryan Carpet Sales & Services Inc.	70 Victoria Road, Austintown, Ohio 44515	Flooring	14,960
School Health Corporation	5600 Apollo Drive, Rolling Meadows, Illinois 60008	Exercise Equipment	418
The Workroom	8782 Chesterton Drive, Poland, Ohio 44514	Window Coverings	2,257
Brown Enterprise Solutions/Staples - Tier 2	5935 Wilcox Place, Suite E, Dublin, Ohio 43016	Office Supplies	48
Consolidus, LLC - Tier 2	526 S Main St STE 804, Akron, Ohio 44311	Office & Promotional Supplies	1,192
	Subtotal - Woman Owned		\$ 23,528
	Total Diversity Spend		\$ 421,544

Youngstown State University
EDGE Spend Detail Report
April 1, 2023 through June 30, 2023

Encouraging Diversity, Growth, and Equity (EDGE)

	Address	Project	Purchases
Western Reserve Mechanical	3041 South Main St., Niles, Ohio 44446	Repairs and Maintenance-Non Construction	\$ 21,229
Brown Enterprise Solutions	5935 Wilcox Place, Suite E, Dublin, Ohio 43016	Equipment-Non Construction	57,077
	Total EDGE Spend		\$ 78,306

*EDGE subcontractors



**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 2023-**

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: ~~March 15, 2018~~ September 20, 2023
 Next Review: 2023/2028

- (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 ~~regulations-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) ~~On-campus advertising~~ 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.
- ~~(6)~~(7) If the event is within the area covered by ~~the 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.~~
- ~~(7)~~(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. ~~Exceptions to the requirement must be submitted in writing prior to the event to the office of university events and approved by the associate vice president of university relations.~~
 - (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 ~~F2~~-permit, which must be

approved in writing by the university chief of police prior to the event.

(c) The sponsor of ~~an the event in Stambaugh stadium, the Watson and Tressel training center, or Beeghly center~~ 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)~~(9) All servers of alcoholic beverages must be a qualified bartender at least twenty-one years of age.

~~(9)~~(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.

~~(10)~~(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.

~~(11)~~(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.

~~(12)~~(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.

~~(13)~~(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.

~~(14)~~(15) Alcoholic beverages may not be brought into an event ~~by an individual or group when alcoholic beverages are being served, except for private use in Stambaugh stadium, the Watson and~~

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~~Tressel training center, and Beeghly center being held within an area covered by a liquor permit.~~

~~(15)~~(16) Intoxicated individuals will not be served, nor may they possess or consume alcoholic beverages at any on-campus event.

~~(16)~~(17) Alcoholic beverages may not be served to anyone unable to provide proof of being twenty-one years of age or older.

~~(17)~~(18) Under no circumstances may any alcoholic beverages be permitted to leave the approved area of the event.

~~(18)~~(19) Gambling and gambling devices are not permitted at any on-campus event where alcoholic beverages are served.

~~(19)~~(20) Alcoholic beverages may not be purchased with state funds.

~~(20)~~(21) University police must be present at all times during an event in which alcohol is served.

~~(21)~~(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 ~~affairs 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.

~~(22)~~(23) Activities that serve to promote the sale or use of alcoholic beverages shall not be associated with university-sponsored events or programs.

~~(23)~~(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.

~~(24)~~(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.

~~(25)~~(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 ~~the following~~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 ~~vice president for student experience~~ 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 ~~vice president of student experience~~ 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 ~~of~~ finance and business operations will notify either the ~~vice president for student success~~ executive director of auxiliary services or the director of university events of the status of the application.

- (5) The ~~associate vice president of student success~~ 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 ~~permit~~ permits obtained from the Ohio division of liquor control as noted in ~~paragraph~~ paragraphs (B)(5) and (B)(6) of this ~~policy~~ rule.
 - (1) All university groups or non-university groups wishing to sponsor an event on the campus involving the ~~sale of exchange of money with~~ alcoholic beverages must complete an appropriate application and submit it at least thirty days prior to the event for the sale of beer and at least forty-five days for any other alcoholic beverages. 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. ~~If the~~ The approved permit is forwarded directly to the ~~sponsor office of university events~~ from the state of Ohio. A copy of the approved permit must be presented to the office of university events at least seven days prior 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.



Explanation of New *University Policy*:

3356-8-10 Student Scholarships & Grants, Administration and Awarding.

To assure that there is only one area on campus through which scholarships can be offered. The offering of scholarships (anything by such a designation) is intricately interconnected with Federal and State rules and regulations and a substantial portion of institutional revenue is derived from such sources. This is put at risk without appropriate oversight and controls.



**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-**

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

- (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.

Youngstown State University Foundation
Gift Processing Summary

	Fourth Quarter			Year-to-Date		
	<u>FY'23</u>	<u>FY'22</u>	<u>Difference 2023/2022</u>	<u>FY'23</u>	<u>FY'22</u>	<u>Difference 2023/2022</u>
Development (New Gifts and New Pledges):						
YSU	\$2,355,740.54	\$628,488.43	\$1,727,252.11	\$11,765,176.54	\$4,484,277.17	\$7,280,899.37
YSUF	\$565,692.85	\$1,928,976.60	-\$1,363,283.75	\$5,939,793.87 *	\$13,169,999.97	-\$7,230,206.10
Total Development (New Gifts and New Pledges)	\$2,921,433.39	\$2,557,465.03	\$363,968.36	\$17,704,970.41 *	\$17,654,277.14	\$50,693.27
Planned Giving/Charitable Gift Annuities	\$160,000.00	\$3,080,000.00	-\$2,920,000.00	\$2,530,000.00	\$6,461,391.83	-\$3,931,391.83
Pledge Payments (For Pledges Currently or Previously Included as Development):						
YSU	\$191,748.00	\$114,322.50	\$77,425.50	\$1,783,054.61	\$2,888,506.31	-\$1,105,451.70
YSUF	\$239,515.07	\$259,809.00	-\$20,293.93	\$2,316,890.75	\$4,125,325.05	-\$1,808,434.30
Total Pledge Payments	\$431,263.07	\$374,131.50	\$57,131.57	\$4,099,945.36	\$7,013,831.36	-\$2,913,886.00
Number of Gifts						
New Gifts	721	676	45	3,456	4,360	-904
Pledges	11	3	8	60	73	-13
Payments	84	99	-15	375	531	-156
Planned Gifts/Charitable Gift Annuities	4	7	-3	9	20	-11
*Reflects an increase of \$501,790 in the May, 2022 GIK from the Williamson Re-evaluation in FY23.						



To: Dr. Helen Lafferty – President, Youngstown State University

From: Paul McFadden – President, YSU Foundation

Date: September 19, 2023

Subject: Requested Philanthropic Naming's

Below please find a list of requested philanthropic naming's with corresponding donor and gift amount. All these gifts comply with the University naming menu approved by the Board of Trustees. This memo serves to comply with YSU policy 3356-5-15.

The Zoldan Family Student Center, gift \$5 million. Donor the Bruce Zoldan Family.

The Gelbman Foundation Multi-Purpose Room, in the Zoldan Family Student Center. Gift \$1.5 million. Donor, the Gelbman Foundation.

The Student Activities Suites, in the Zoldan Family Student Center. Gift \$400,000. Donor, Dr. George Young.

Second Floor Lounge, in the Zoldan Family Student Center. Gift \$250,000. Donor, Andrews Trust.

The Elm Street Entrance, in the Zoldan Family Student Center. Gift \$250,000. Donor, the Hynes Finnegan Foundation.

The Pub/Black Box, in the Zoldan Family Student Center. Gift \$250,000. Donor, The Andrews Trust.

The Quad Entrance, to the Zoldan Family Student Center. Gift \$200,000. Donor, the Hynes Finnegan Foundation.

Womens Locker Room, in the Andrews Recreation and Wellness Center. Gift \$150,000. Donor, Greg and Alice Greenwood.

Basketball Court, (One of four) in the Andrews Recreation and Wellness Center. Gift \$100,000. Donors, Jim and Melissa DiBacco.



NAMING GIFT OPPORTUNITIES

Naming gift opportunities are provided to donors who wish to make designated gifts to memorialize or honor a family member or friend. Gifts of this magnitude are transformational and enable YSU to increase its excellence at multiple levels. The list below provides general parameters for University-wide naming opportunities. Specific naming opportunities within academic, athletic, and other capital facilities within individual Colleges and University-wide can be determined in consultation with a donor.

All names are subject to the approval of the YSU Board of Trustees.

The following gift opportunities may be named in private consultation with the President.

STEM College
Courtyard Apartments North

College of Graduate Studies
Courtyard Apartments South

NAMING OPPORTUNITIES

\$1.5 Million and Above

Endowed Faculty Chair
Academic Departments & Schools

\$500,000 and Above

Lecture Halls
Endowed Faculty Professorship

\$250,000 and Above

Academic Laboratories
Graduate Fellowships
Lobbies
Electronic Classrooms

\$100,000 and Above

Academic Classrooms

For feedback from Academic Senate and Academic Departments.

- Senators, provide feedback directly to Amy Cossentino at alcossentino@ysu.edu.
- Department chairs, compile feedback and send to Amy Cossentino at alcossentino@ysu.edu.

Please provide feedback by noon, September 15, 2023.

OVERVIEW

Leadership proposed, and the Board of Trustees agreed, that given progress on the *Plan for Strategic Actions to Take Charge of Our Future* (endorsed June 2020), that it be “renewed” and presented to the Board of Trustees for consideration in September, 2023.

The vice presidents, as sponsors, consulted and formed five working groups to consider additions, adjustments or deletion of Goals and Strategies in the areas of sustainability, academic portfolio optimization, student success, marketing and communication, and community/workforce.

Each working group was co-convened by a member of the leadership team and a dean. There were 5-6 additional members of each working group. Working groups convened multiple times and the sponsors and the co-conveners met regularly to assure progress.

The sponsors and co-conveners met and each working group provided their top five priorities for adjustments to the Plan that were subsequently illustrated in a DRAFT renewed Plan.

An additional area of focus was proposed and accepted as Sustainability. This adjustment provided the opportunity to make the Plan one institutional Plan as opposed to separate Academic and Academic Support area sections comprising the Plan.

A DRAFT was reviewed by each working group and adjusted after which the sponsors convened to review the DRAFT. The sponsors then proposed additional adjustments.

Dr. Lafferty was consulted and adjustments were made accordingly after which the provost will present and ask for feedback via the Academic Senate and the deans/chairs will share with the faculty for feedback.

Given this feedback, a PENULTIMATE DRAFT will be presented to the Governance Committee of the Board of Trustees in September, 2023, for review and endorsement.

A summary of adjustments follows:

SUMMARY of Adjustments by Area

Increased by one Area of Focus: Sustainability – 3 to 4

Removed one Goal – 9 to 8

Added one Goal – 8 to 9

Reduced Academic Plan strategies by 11 – 41 to 30

Eliminated Academic Support Area Goals– eliminated 6 Goals

Eliminated Academic Support Area Strategies – eliminated 26 strategies

OVERALL ADJUSTMENTS

Added one area of focus – from 3 to 4

Reduced Goals by 7- from 15 to 8

Reduced number of strategies by 36 – from 67 to 31

PLAN FOR STRATEGIC INSTITUTIONAL ACTIONS TO TAKE CHARGE OF OUR FUTURE (ENDORSED JUNE 2020; RENEWED SEPTEMBER 2023)

AREAS OF FOCUS TO IMPLEMENT THE PLAN

• STUDENT FUTURES & LIFELONG LEARNING

...create environments that empower students to acquire intellectual and social capital and experiences to realize individual aspirations.

We will:

- Adopt a student-centered approach to all University operations and policies that values and includes all students.
- Ensure curricula, systems, policies and practices increase academic persistence and steady progress to graduation.
- Adopt a coordinated approach to admissions, matriculation, persistence, completion and the career success of our students.
- Develop an approach to the admission and matriculation process that improves the retention and completion strategy, that attends to achievement gaps.

• ACADEMIC DISTINCTION AND DISCOVERY OF KNOWLEDGE

...foster the development of a community that will grow intellectually, socially, and ethically in which individuals put knowledge into practice.

We will:

- Implement a continuous, purposeful strategy to improve teaching, learning and area-identified selective national research distinction.
- Adopt and integrate university-wide learning outcomes throughout the curriculum, including credentials for distinction.
- Develop internships, service, experiential and applied learning projects with local businesses and organizations that provide opportunities for students to apply their knowledge in scholarly activity.

- Implement continuous and regular assessment of student learning outcomes and best teaching practices to ensure the fair and equitable success of all students.
- Improve student, faculty, and staff access to advanced technologies, equipment, and facilities.

• COLLECTIVE IMPACT WITH THE REGION

...create deliberate, mutually-beneficial, educational, civic, industry, and philanthropic partnerships that achieve equitable and innovative regional development supporting sustainable regional prosperity.

We will:

- Listen to the needs of the community and collaboratively address those needs.
- Actively collaborate with community partner organizations which share in our mission.
- Develop activities that demonstrate impact and purpose in accordance with the university's mission.
- Communicate the impact and value of community engagement activities.
- Strategically align community engagement activities with regional educational needs via both degrees and industry credentials.
- Ensure that current and future partnerships are inclusive, equitable, and grounded in accessible systems, practices, and goals.

• SUSTAINABILITY

...there will be continuous quality improvement processes that reflects a commitment to alignment of resources with Plan implementation that aligns with the institution's long-term goals and objectives

We will:

- Focus on enhancing organizational effectiveness as well as gain efficiencies.

- Prioritize as part of the budget process academic program quality; enrollment as a marketing and communication strategy directly impacting admissions; finance and facilities; human resources; and information technology.
- Ensure all aspects of the institution, from its overarching mission to specific objectives and metrics, align with strategic priorities.

STRATEGIC ACTIONS FOR 2023 AND BEYOND

- **GOAL: IMPLEMENT BEST PRACTICES THAT ADDRESS STUDENT NEEDS THROUGHOUT THE STUDENT LIFE CYCLE TO INCREASE PERSISTENCE, COMPLETION AND POSTGRADUATE SUCCESS.**

Strategy: Continue to ensure all students benefit from holistic, relational, developmental, and integrated academic advising by optimizing technology platforms and the enhanced advising structures to behaviorally influence student actions towards successful outcomes.

Strategy: Enhance student experiences through implementation of specific initiatives designed to actively engage students in co-curricular and extra-curricular activities that add value to their social and personal growth to their degree program and enhance career readiness and success.

Strategy: Improve support and resources for students facing non-academic challenges with a particular focus on the mental health and other dimensions of student success.

Strategy: Focus on post-graduation planning across the student life cycle to reinforce the value of completion, as well as career and life-readiness, assuring students have strong foundational “hard- and soft-skills.”

Strategy: Involve full-time and part-time faculty in a wide range of activities to support student success in and outside of the classroom.

- **GOAL: DEVELOP A RECRUITMENT FOR ENROLLMENT STRATEGY THAT ALIGNS WITH AN INTEGRATED MARKETING AND COMMUNICATIONS STRATEGY TO GAIN MARKET SHARE.**

Strategy: Define individual value propositions for each YSU degree program and develop an enrollment cultivation strategy for each that

considers the pertinent attributes of the program, department and/or college.

Strategy: Develop a comprehensive, strategic marketing/advertising enrollment plan for undergraduate, graduate and international programs with a competitive budget to expand into regional, national and global markets.

Strategy: Implement the objectives, tactics and identity from the brand study for internal and external audiences through marketing, advertising, social media and communication channels that includes a focus on cultivating a YSU impression beginning in middle school including influencing college-going decisions.

Strategy: Align budget and resources to gain market share at the academic program level including under-represented students as well as via international recruitment strategies and collaborations.

Strategy: Develop new recruitment strategies that lend themselves to virtual experiences for students outside of drivable distances.

- **GOAL: BRING INNOVATIVE, STUDENT-CENTERED TEACHING TO SCALE IN ORDER TO PROMOTE LIFE-LONG LEARNING AND INCREASE RETENTION.**

Strategy: Update University policies and guidelines, including promotion and tenure documents, to reflect the importance of faculty engagement in innovative teaching strategies.

Strategy: Define expectations and provide training opportunities for faculty to learn and apply best pedagogical practices.

Strategy: Enhance the quality and capacity of technological support that promotes learning by providing faculty and students with the support and infrastructure needed to excel in technology-based learning.

Strategy: Coordinate with the Institute for Teaching and Learning to develop tools for the improvement, evaluation and assessment of teaching and learning.

Strategy: Implement a faculty development and mentoring plan.

Strategy: Align and optimally integrate degree completion and industry workforce credentials, certificates and other in-demand skills to optimize career success.

- **GOAL: DEVELOP A CULTURE OF ASSESSMENT THAT ENSURES THE QUALITY OF ACADEMIC PROGRAM MAJORS, MINORS, AND OTHER CREDENTIALS**

Strategy: Continue academic program enhancement and effectiveness initiative that aligns with continuous quality improvement and a program enhancement plan, as well as investment and possible suspension of admissions to academic programs when warranted.

Strategy: Develop a mechanism to continually identify, assess, and implement new academic programs, including alternative credentials or coursework integration.

Strategy: Determine the differentiator of a degree and assure that such differentiation can be measured and be of consequence in marketing the value of a degree.

- **GOAL: IMPLEMENT UNIVERSAL LEARNING OUTCOMES AND TRANSFORM GENERAL EDUCATION TO ENHANCE THE VALUE OF A DEGREE.**

Strategy: Continue to integrate diversity, equity, and inclusion throughout the university and in the curriculum.

Strategy: Implement a revised General Education program to reflect the learning outcomes approved by Academic Senate that integrates alternative credentials that add value to a YSU degree.

Strategy: Optimize student understanding of the value of the General Education Curriculum so their expression of that value differentiates them during their career.

- **GOAL: CONDUCT AND SUPPORT RESEARCH, SERVICE AND SCHOLARSHIP THAT PROVIDES RELEVANT AND MEANINGFUL EDUCATIONAL EXPERIENCES FOR STUDENTS AND FACULTY THAT ADDS VALUE TO THE REGION.**

Strategy: Identify areas for community-based scholarship that focuses on teaching and life-long learning and mutually beneficial community engagement.

Strategy: Update University policies and guidelines, including promotion and tenure documents, to reflect the importance of the scholarship of teaching, life-long learning and community-based scholarship.

Strategy: Identify selected areas of research, aligned with appropriate regional, state, or national focus areas that brings distinction to the university as a Carnegie Masters Large institution.

- **GOAL: YSU WILL BE RECOGNIZED AS A COMMUNITY-ENGAGED CAMPUS BY THE CARNEGIE FOUNDATION IN EDUCATION; HEALTH; PROSPERITY AND EQUITY; AND ARTS AND CULTURE.**

Strategy: Pursue and secure regional, state, national, and foundation funding in support of university and community priorities.

Strategy: Inventory and communicate all community engagement activities.

Strategy: Develop and optimize a framework for central communication, coordination and management of community engagement.

Strategy: Establish community engagement and experiential learning as key components of the YSU educational experience through an enhanced new student experience, and enhanced coordination of community and business engagement initiatives with a focus on integrating such activities into the curriculum.

Strategy: Update University policies and guidelines for tenure, advancement, and promotion across departments and divisions to reflect the importance of community engagement initiatives and activities.

Strategy: Develop, incorporate and highlight community engagement as part of position postings, processes and policies.

- **GOAL: ALIGN INSTITUTIONAL RESOURCES WITH STRATEGIC PRIORITIES BY OPTIMIZING RESOURCE ALLOCATION TO ENHANCE OVERALL EFFECTIVENESS CONTRIBUTING TO A VIBRANT FUTURE**

STATE AS REFLECTED BY APPROPRIATE SENATE BILL SIX RATIOS
OTHER PERTINENT MEASURES OF INSTITUTIONAL PERFORMANCE.

Strategy: Student recruitment for enrollment strategies and tactics will align with a comprehensive rolling 3-year plan consisting of specific enrollment goals that support institutional financial integrity.

Strategy: Thoroughly execute the biannual Student Retention, Persistence, and Completion Plan, which will also encompass career readiness and success, and closing the achievement gap given evolving higher education accountability standards.

Strategy: Optimize educational offerings of workforce education and innovation to support regional career readiness and to enhance degree enrollment for institutional resource generation.

Strategy: Develop a talent attraction, retention, and staffing plan that supports a quality work environment.

Strategy: Implement a Business Intelligence System, within an activated data governance framework, to support timely delivery of data to inform institutional decision-making that enhances effectiveness and gains efficiencies.

Strategy: Build on the support area mission, quality and attributes statements to instigate the perspectives of a culture of caring and service-oriented actions.

Strategy: Enhance space efficiency by continually evaluating classroom and course scheduling, along with space occupancy rates, to reduce the campus footprint that requires ongoing maintenance and operational support, thus diminishing the need for continual repairs and minimizing deferred maintenance.



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 -**



BOARD OF TRUSTEES

2024 Schedule

The dates listed below are a general guideline for upcoming Board meetings. As the date for the Board meeting nears, please check for updates of meeting times and locations on the YSU website. www.ysu.edu

*Approximate start time; meeting will start immediately following preceding meeting.

Wednesday, March 6, 2024*

Board Meeting Room, 1st Floor, Tod Hall

- 10:00 a.m. Intercollegiate Athletics Committee
- 10:30 a.m. Investment Committee
- 11:00 a.m. Audit Subcommittee
- 11:30 a.m. Finance & Facilities Committee
- 12:30 p.m. Lunch
- 1:00 p.m. Governance Committee
- 1:45 p.m. Academic Excellence and Student Success Committee
- 2:30 p.m. Institutional Engagement Committee
- 3:00 p.m. Workforce Education and Innovation Committee
- 3:30 p.m. University Affairs Committee
- 4:30 p.m. Executive Committee

Thursday, March 7, 2024*

Board Meeting Room, 1st Floor, Tod Hall

- 9:00 a.m. Ohio Ethics Training
- 10:00 a.m. Board Meeting

Wednesday, June 5, 2024*

Board Meeting Room, 1st Floor, Tod Hall

- 10:00 a.m. Intercollegiate Athletics Committee
- 10:30 a.m. Investment Committee
- 11:00 a.m. Audit Subcommittee
- 11:30 a.m. Finance & Facilities Committee
- 12:30 p.m. Lunch
- 1:00 p.m. Governance Committee
- 1:45 p.m. Academic Excellence and Student Success Committee
- 2:30 p.m. Institutional Engagement Committee
- 3:00 p.m. Workforce Education and Innovation Committee
- 3:30 p.m. University Affairs Committee
- 4:30 p.m. Executive Committee

Thursday, June 6, 2024*

Board Meeting Room, 1st Floor, Tod Hall

- 10:00 a.m. Board Meeting

Tuesday, September 17, 2024* **Board Meeting Room, 1st Floor, Tod Hall**
 10:00 a.m. Intercollegiate Athletics Committee
 10:30 a.m. Investment Committee
 11:00 a.m. Audit Subcommittee
 11:30 a.m. Finance & Facilities Committee
 12:30 p.m. Lunch
 1:00 p.m. Governance Committee
 1:45 p.m. Academic Excellence and Student Success Committee
 2:30 p.m. Institutional Engagement Committee
 3:00 p.m. Workforce Education and Innovation Committee
 3:30 p.m. University Affairs Committee
 4:30 p.m. Executive Committee

Wednesday, September 18, 2024* **Board Meeting Room, 1st Floor, Tod Hall**
 10:00 a.m. Board Meeting

Wednesday, December 4, 2024* **Board Meeting Room, 1st Floor, Tod Hall**
 10:00 a.m. Intercollegiate Athletics Committee
 10:30 a.m. Investment Committee
 11:00 a.m. Audit Subcommittee
 11:30 a.m. Finance & Facilities Committee
 12:30 p.m. Lunch
 1:00 p.m. Governance Committee
 1:45 p.m. Academic Excellence and Student Success Committee
 2:30 p.m. Institutional Engagement Committee
 3:00 p.m. Workforce Education and Innovation Committee
 3:30 p.m. University Affairs Committee
 4:30 p.m. Executive Committee

Thursday, December 5, 2024* **Board Meeting Room, 1st Floor, Tod Hall**
 10:00 a.m. Board Meeting

*Approximate start time; meeting will start immediately following preceding meeting.

Meeting times and dates are subject to change. Please check for updates of meeting times and locations on the YSU website. www.ysu.edu

**BOARD OF TRUSTEES
YOUNGSTOWN STATE UNIVERSITY
SEPTEMBER 2023**

**MARKETING FOR ENROLLMENT:
COMPREHENSIVE ENROLLMENT PLANNING AND OPTIMIZATION**

Marketing aligned with enrollment strategy

- Relevant programs aligned with interests, jobs, considering competition and revenue/expense and margin
- Connected programs that support regional sustainable prosperity
- Accountable for optimizing the intersection of relevant and connected

Adjust framework perspectives

- Market Share
- Market Care
- Yield
- Projections and targets for geo-markets and otherwise

Must have programs for which there are markets to attract students and that align with career opportunities

If do not have this, marketing is not relevant because of a lack of connection

Ruffalo Noel Levitz Visit Outcomes

General Observations

- Youngstown State has many pockets of excellence! Many A+'s!
- People care about Youngstown State, your mission, and the students you serve.
- There is a sincere desire to serve students and to create a great environment for students to thrive.
- Thriving International enrollment, in terms of new student headcount!
- Strength in Marketing, Admissions CRM, and Financial Aid Data Management are important foundations to leverage.
- University Leadership is poised to make tough, but appropriate decisions.

- The various entities work collaboratively and are committed to transformation of academic and institutional policies and procedures.

ENROLLMENT: Key Recommendations

- Implement a process to inform where and how YSU will grow enrollment: Fully live into the mission and achieve the vision.
- Develop a Marketing & Recruitment Plan that is coordinated: Emphasize Territory Management (Sales) Strategies and Marketing Support for those strategies.
- The Website is YSU's #1 tool for marketing: Strong Search Engine Optimization (SEO) and compelling content on Academic Pages should be a top priority.
- Financial Aid Optimization is extremely important, even at YSU's price point: Both need- and merit-based strategies should be developed to maximize enrollment and revenue.

Student Success: Recommendations

- Assure there is an understanding that Associate Provost for Student Success is the Chief Retention Officer and has responsibility to direct efforts related to retention. While EVERYONE is responsible for retention, one person should be orchestrate efforts related to retention!
- Assure activation of the Completion, Retention, Persistence, Completion, and Career Success Plan that identifies strategies, interventions, and their projected quantitative impact. Strategy needs to be developed first before implementing tools. This is the construct for choosing where to invest and where to reinvest.
- Consider two approaches to Retention: Strategy and Triage Working Groups. Hurdle rate in Strategy and individual saves in Triage.
- Possibly develop two predictive models: 1) Pre-Existing variables to stack rank the incoming class based on At-Risk; and 2) In-Term Variables (grades, attendance, etc.).
- Early-Alert is only as good as the rate of Faculty participation.

YOUNGSTOWN STATE UNIVERSITY ENGAGEMENT WITH RUFFALO NOEL LEVITZ (RNL) AUGUST 15, 16, and 17, 2023

Attending from Ruffalo Noel Levitz

[Doug Swartz](#), Vice President & Consultant

[Eric Groves](#), Senior Vice President for Campus Partnerships

RNL will provide a comprehensive Enrollment Opportunity Analysis that aligns your marketing, retention, recruitment and financial aid strategies with your goals and desired future state.

This Analysis is a collaborative and constructive review of enrollment at Youngstown State University. Specifically, the University will receive goal-oriented feedback in consideration of the items below.

The following perspectives will be addressed related to strategic marketing and enrollment related to brand valuation

DAY 1 Admissions Funnel, Enrollment, Financial Aid, and Yield to Orientation as it Relates to Brand Valuation

- *Annual and longer-term enrollment planning with a particular emphasis on academic program-aligned focus on gaining market share,*
- *Enrollment management budget, staffing, and organization,*
- *Pricing and financial aid strategies,*
- *Gap analysis assessment,*
- *Student enrollment data and your staff's ability to use that data to support enrollment and decision making, Existing market research and how that research is being used in enrollment and retention, and*
- *Strategies for facilitating campus wide support of enrollment and retention.*
- *Strategies to create a cohesive plan and organizational structure to unify the brand experience in the recruitment and enrollment process.*
- *Increase prospective student enrollment by improving the effectiveness of recruitment efforts.*
 - *Review the content and format of on-campus tours provided to prospective students and their families to ensure they effectively showcase the university's unique selling points and provide an engaging and informative experience.*
 - *Review and optimize the promotional materials used during recruitment events, including viewbooks, postcards, and presentations, to ensure they effectively convey the university's unique value proposition and provide relevant information to prospective students.*
 - *Outline a strategy to leverage digital marketing strategies, such as targeted online advertising and social media campaigns, to increase awareness and engagement with recruitment events.*

Day 2 Brand Valuation as it Relates to Academic Program Quality and Value

- *Strategies to create a cohesive plan and organizational structure to unify the brand experience in the recruitment and enrollment process.*
- *Provide recommendations and strategic insights based on the findings to improve each college's integrated marketing strategy and align it more effectively with the overall university brand strategy.*
 - *Analyze each college's brand positioning and messaging to assess its alignment with the overall university brand strategy.*
 - *Assess each college's brand consistency across various touchpoints, including physical campus environment, events, alumni engagement, and partnerships, to ensure a cohesive and unified brand experience.*
 - *Evaluate the effectiveness of each college's current marketing channels and campaigns, including digital marketing, print media, events, and partnerships, to identify strengths and weaknesses.*

YOUNGSTOWN STATE UNIVERSITY AGENDA

Day One – Tuesday, August 15th

Time Admissions Funnel, Enrollment, Financial Aid, and Yield to Orientation as it Relates to Brand Valuation

9:00 a.m. Meet with designated leadership to discuss institutional goals.

Location: Leaders Conference Room

Dr. Helen Lafferty, Interim President
Mike Sherman, VP Student Affairs, Institutional Effectiveness & Board Professional
Brien Smith, Provost & VP Academic Affairs
Elaine Ruse, AVP Enrollment Planning and Management
Chrissie Hubert, Director of Undergraduate Admissions
Patrick Hoffman, Director of Financial Aid and Scholarships
Shannon Tirone, AVP University Relations
Ross Morrone, Chief Marketing Officer
Jeanne Herman, AVP Institutional Effectiveness
Jenn Pintar, Vice Provost
Amy Cossentino, Associate Provost & Dean of the Honors College
Ron Strollo, Executive Director Intercollegiate Athletics

10:00 a.m. Meet with the Director of Financial Aid and Scholarships and designated staff to discuss current processes and strategies

Location: Manchester Room

Elaine Ruse, AVP Enrollment Planning and Management
Patrick Hoffman, Director of Financial Aid and Scholarships
James Stanger, Director of Technology and Support Services
Gina McHenry, Associate Director of Financial Aid and Scholarships
Jennifer Thomas, Manager of Financial Aid
Amy Cossentino, Associate Provost & Dean of the Honors College

10:45 a.m. *Brief break*

11:00 a.m. *Working lunch.* Meet with members of the designated Admissions staff and Marketing team to discuss current enrollment processes and strategies

Location: University Relations Conference Room

Elaine Ruse, AVP Enrollment Planning and Management
Christine Hubert, Director of Undergraduate Admissions
Bill D'Amico, Associate Director of Undergraduate Admissions
Bishop Sanders, Associate Director Undergraduate Admissions
Ross Morrone, Chief Marketing Officer
Amy Cossentino, Associate Provost & Dean of Honors College

12:45 p.m. *Brief break*

1:00 p.m. Meet with members of the Enrollment Optimization team (plus others) to discuss current processes and strategies with discussion focused on Orientation, advising, transition programs, student success programs, career services, early-alert, mental health counseling, student athletes, etc.

Location: Leaders Conference Room

Elaine Ruse, AVP Enrollment Planning and Management
Chrissie Hubert, Director of Undergraduate Admissions
Claire Berardini, Associate Provost of Student Success
Tysa Egleton, University Registrar
Dana Davis, Associate Professor, Chair Social Work
Patrick Hoffman, Director of Financial Aid and Scholarships
Jeanne Herman, AVP Institutional Effectiveness
Sue Ewing, Bursar
Ross Morrone, Chief Marketing Officer
Shannon Tirone, AVP University Relations
Becky Varian, Director Resch Academic Success Center
Amy Cossentino, Associate Provost & Dean of the Honors College
Joy Polkabila-Byers, AVP Student Experience
Rebecca Fink, Senior Associate Athletic Director

2:30 p.m. *Brief break*

2:45 p.m. Focus group with a broad cross-section of (8-10) current students

Location: Manchester Room

Hannah Werle, Junior studying Journalism
Spencer Tata, Senior studying Marketing
Jenna Menough, Senior studying Middle Childhood Education
Anna M Primavera, Senior studying Marketing
Alyssa M Osman, Senior in Graduate Program, Professional Communication

3:45 p.m. Debrief Day 1 & Student Persistence

Location: Manchester Room

Mike Sherman, VP Student Affairs, Institutional Effectiveness & Board Professional
Elaine Ruse, AVP Enrollment Planning and Management
Ross Morrone, Chief Marketing Officer
Claire Berardini, Associate Provost of Student Success

4:30 p.m. Adjourn

Day Two – Wednesday, August 16

Time **Brand Valuation as it Relates to Academic Program Quality and Value**

9:00 a.m. Meet with the Provost and select staff to discuss growth initiatives, program development, etc.

Location: Manchester Room

Brien Smith, Provost & VP Academic Affairs
Jenn Pintar, Vice Provost
Sal Sanders, Dean & Associate Provost
Kevin Ball, Associate Provost
Ross Morrone, Chief Marketing Officer
Amy Cossentino, Associate Provost & Dean of Honors College
Jennifer Oddo, VP Workforce Education and Innovation
Mike Sherman, VP Student Affairs, Institutional Effectiveness & Board Professional

10:00 a.m. College Meeting – College of Health and Human Services

Location: Manchester Room

Jeffrey Allen, Dean
Sara Michaliszyn, Associate Dean
Cindi Bruce, Director
Ross Morrone, Chief Marketing Officer

10:45 a.m. *Brief break*

11:00 a.m. College Meeting – College of Science, Technology, Engineering, and Mathematics

Location: Manchester Room

Wim Steelant, Dean
Ross Morrone, Chief Marketing Officer

12:00 p.m. *Working Lunch*

Location: University Relations Conference Room

OAA Academic Program Transformation Working Group.

Jenn Pintar, Vice Provost
Jeremy Schwartz, Associate Professor and chair Department of Accounting and Finance
Alan Tomhave, Associate Dean, BCLASSE
Gregg Sturru, Professor and Chair of Physics, Astronomy, Geology, and Environmental Sciences
Sara Michaliszyn, Associate Dean, BHHS
Joy Christensen Erb, Associate Dean, CCCA

1:00 p.m. College Meeting – College of Liberal Arts, Social Sciences, and Education

Location: Manchester Room

Charlie Howell, Dean
Jeff Coldren, Professor, Chair Psychological Sciences & Counseling
Kathleen Cripe, Professor, Chair Teacher Education
Alan Tomhave, Associate Dean
Mary Gribschaw, Director, Undergraduate Advising
Brittany Thomas, Academic Advisor
Jeff Buchanan, Professor, Chair English & World Language
Loren Lease, Professor, Chair Humanities and Social Sciences
Ross Morrone, Chief Marketing Officer

2:00 p.m. College Meeting – College of Creative Arts

Location: Manchester Room

Phyllis Paul, Dean
Joy Christiansen Erb, Associate Dean
Stephanie Waltman, Program Coordinator of Admissions and Recruitment
Sam Nan, Program Coordinator, Strategic Communications
Jon Brewer, Coordinator and Audiovisual Engineer
Carrie Yasnowsky, Social Media Specialist
Joe Carucci, Professor, Director Dana School of Music
Greg Moring, Acting Chair, Art
Ross Morrone, Chief Marketing Officer

2:45 p.m. *Brief break*

3:00 p.m. College Meeting – College of Business Administration

Location: Manchester Room

Kelly Wilkinson, Dean
Christina Saenger, Associate Dean
Bruce Keillor, Professor, Chair Management and Marketing
Mary Beth Earnhardt, Professor, Chair Communication
Jeremy Schwartz, Associate Professor, Chair Accounting and Finance
Christina O'Connell, Director Center for Career Management
Mary Collier, Director, Undergraduate Student Services
Ross Morrone, Chief Marketing Officer

4:00 p.m. Meet with Office of Academic Affairs including Deans to discuss academic program enhancement and new program development, etc

Location: Manchester Room

Brien Smith, Provost and VP Academic Affairs
Jenn Pintar, Associate Provost
Wim Steelant, Dean, STEM
Jeffrey Allen, Dean, Health and Human Services
Charles Howell, Dean, Education
Phyllis Paul, Dean, Creative Arts and Communication
Kelly Wilkinson, Dean, Business
Ross Morrone, Chief Marketing Officer
Mike Sherman, VP Student Affairs, Institutional Effectiveness & Board Professional

5:00 p.m. Adjourn

Day Three – Thursday, August 17

Time	Previous Participants as Designated
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9:00 a.m.	Exit Briefing: Discuss observations regarding integrative marketing for prospect cultivation and enrollment yield considering brand valuation
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Anyone involved in the previous two-days is invited.

Location: Board of Trustee Room

Dr. Helen Lafferty, Interim President
Mike Sherman, VP Student Affairs, Institutional Effectiveness & Board Professional
Brien Smith, Provost and VP Academic Affairs
Jenn Pintar, Associate Provost
Patrick Hoffman, Director of Financial Aid and Scholarship
Jeanne Herman, AVP, Institutional Effectiveness
Tysa Egleton, Registrar
Ross Morrone, Chief Marketing Officer
Shannon Tirone, AVP University Relations
Elaine Ruse, AVP Enrollment Planning and Management
Chrissie Hubert, Director of Undergraduate Admissions
Sue Ewing, Bursar
Claire Berardini, Associate Provost of Student Success
Dana Davis, Associate Professor, Chair Social Work
Becky Varian, Director Resch Academic Success Center
Neal McNally, VP Finance and Business Operations
Holly Jacobs, VP Legal Affairs & HR
Jennifer Oddo, VP Workforce Education and Innovation

Amy Cossentino, Associate Provost & Dean of the Honors College
 Wim Steelant, Dean, STEM
 Charles Howell, Dean, Liberal Arts, Social Sciences and Education
 Alan Tomhave, Associate Dean, Liberal Arts, Social Sciences and Education
 Jeff Coldren, Professor, Chair Psychological Sciences and Counseling
 Kathleen Cripe, Professor, Chair Teacher Education
 Mary Gribschaw, Director, Undergraduate Advising
 Brittany Thomas, Academic Advisor
 Jeff Buchanan, Professor, Chair English & World Language
 Loren Lease, Professor, Chair Humanities and Social Sciences
 Phyllis Paul, Dean, Creative Arts and Communication
 Joy Christiansen Erb, Associate Dean, Creative Arts and Communication
 Stephanie Waltman, Program Coordinator of Admissions and Recruitment
 Samantha Nan, Program Coordinator, Strategic Communications
 Jon Brewer, Coordinator and Audiovisual Engineer
 Carrie Yasnowsky, Social Media Specialist
 Joe Carucci, Professor, Director Dana School of Music
 Greg Moring, Acting Chair, Art
 Kelly Wilkinson, Dean, Business
 Christina Saenger, Associate Dean, Business
 Bruce Keillor, Professor, Chair Management and Marketing
 Mary Beth Earnhardt, Professor, Chair Communication
 Jeremy Schwartz, Associate Professor, Chair Accounting and Finance
 Christina O'Connell, Director Center for Career Management
 Mary Collier, Director, Undergraduate Student Services
 Jeffrey Allen, Dean, Health and Human Services
 Sara Michaliszyn, Associate Dean, Creative Arts
 Cindi Bruce, Director
 Bill D'Amico, Associate Director of Undergraduate Admissions
 Bishop Sanders, Associate Director Undergraduate Admissions
 Sal Sanders, Dean, Graduate College
 Kevin Ball, Associate Provost
 Joy Polkabra-Byers, AVP Student Experience
 Ron Strollo, Executive Director Intercollegiate Athletics
 Rebecca Fink, Sr. Associate Athletic Director
 James Stanger, Director of Technology and Support Services
 Gina McHenry, Associate Director of Financial Aid and Scholarships
 Jennifer Thomas, Manager of Financial Aid
 Gregg Sturrus, Professor and Chair of Physics, Astronomy, Geology, and Environmental Sciences

11:30 a.m. Travel Time/Working Lunch

Mike Sherman
 Doug Swartz
 Eric Groves

1:30 p.m. Depart Youngstown

2024 National Conference on Trusteeship

March 26-28, 2024

Boston Park Plaza; Boston, MA

- **Early Bird Conference Registration by December 1, 2023**
- **Early Bird Group Rate: \$1475 per person (3 or more members)**
- **Hotel Accommodations: Boston Park Plaza Hotel. \$299/night**
- **<https://agb.org/events/national-conference-on-trusteeship-2024>**

**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-**

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 and Management & Business Services
 Revision History: June 1999; March 2007; March 2011; March 2013; September 2018; September 2023
 Board Committee: Academic Excellence and Student Affairs Success
Effective Date: **September 6, 2018, 2023**
 Next Review: 20232028

- (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. ~~Students are encouraged to answer yes to the FAFSA question that asks if they are interested in the federal work-study program.~~
- (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-of general-accounting](#).
- (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 [the federal student aid website 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-**

3356-10-20 Faculty workload.

Responsible Division/Office: Academic Affairs
 Responsible Officer: ~~Office of Academic Affairs~~ **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: ~~University Affairs~~ **Academic Excellence and Student Success**
 Effective Date: **September 206, 2023**
 Next Review: 2028~~3~~

- (A) Policy statement. Upon accepting an appointment to the faculty of Youngstown state university (university), a tenured/tenured-track faculty member assumes responsibilities for teaching, scholarship, and service. Participation in each of these three activities is a component of a tenured/tenured-track faculty member's ~~total workload~~ **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 ~~board of regents~~ Ohio Department of Higher Education.

- (C) This policy applies to all faculty, including but not limited to tenured/tenured-track faculty, principal lecturers, senior lecturers and lecturers, who are assigned workload hours.
- (D) Parameters.
- (1) Full-time load is twenty-four workload hours (whs) per academic year for tenured/tenured-track faculty. Workload in excess of ~~fifteen whs per semester or~~ twenty-four whs per academic year (excluding summer session) will be eligible for overload compensation.
 - (2) Full-time load is thirty whs per academic year for principal lecturers, senior lecturers and lecturers. Workload in excess of ~~seventeen whs per semester or~~ thirty whs 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 lecture courses 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 ~~as lecture courses 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, no workload is provided for thesis, non-thesis, or dissertation projects during summer term are paid per the OAA Workload Policy at the established overload (not summer) rate.
 - (5) ~~The variability of workload distribution related to teaching, research, and service among colleges, departments, and individuals is recognized.~~ The following procedures are designed to assist

~~departments in as they develop their~~ 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 workload-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-teaching-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 ~~provide to the dean~~ complete a recommended plan, called the "workload plan", for detailing individual faculty workload to be assigned for the upcoming academic year. ~~Anticipated~~ teaching, scholarship, and service activities within the departments 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 teaching 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 workload 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-**

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.

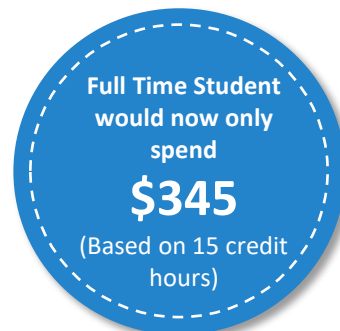
90% of Youngstown students are interested in lower-priced course materials bundled with tuition. Pete Complete is that solution.

Academic Freedom

- Faculty choose their materials and delivery method under the guidance of their department.
- Required books are included; any recommended items can be ordered by students at an additional charge.
- Non-consumable print materials are rented.

Student Choice

- Students can opt out and source materials on their own, or order from the Bookstore outside of the program.
- Students will have the option to order recommended materials or lab supplies when confirming their order.
- Students see the program savings before they opt out; they can opt back in though the 100% refund period.



Student Complaint Aggregate Data F22, S23, X23

	Building / Facility Complaint	Campus Office / Staff Member Complaint	Instructor / Course Complaint	IT / Comput er / Network Complai nt	Parking / Road Complaint	Other	Total Complaints (Academic Grievances)
Fall 2022 <i>(8/29/22- 1/08/23)</i>	1	4	13	1	3	4	26 (2)
Spring 2023 <i>(1/09/23- 5/14/23)</i>	1	3	24	0	0	8	36 (2)
Summer 2023 <i>(5/15/23- 8/27/23)</i>	1	3	0	0	0	0	4 (1)

Data collected from Maxient 8/29/23 - EH

Summary Report for Board of Trustees on the Academic Senate Fall 2023

MI Pallante, Chairperson of Academic Senate

This Fall of 2023, Senate hopes to accomplish two major tasks:

- Development and approval of New General Education Model
 - Explanation and purpose of General Education—think of it as Essential Education
 - Core (8 Courses) plus 4
 - Discussion of 2nd writing course “Writing in the Disciplines
 - How to use the remaining courses to create a unique and significant Experience for students at YSU
- Working with SGA, develop and receive approval for a reciprocal document outlining student/administrative responsibilities for student progress
 - SGA requested this at conclusion of Spring 2023
 - Information already exists, but needs compiled into single document
 - Probably in the form of a timeline

Other matters on the agenda:

- Working with Ohio Faculty Council & Ohio Faculty Senate (2yr institutions) to share information across institutions concerning mental health issues on the campuses of Ohio’s state colleges and universities
 - Pallante and Cryshanna Jackson Leftwich attending summit on September 22, 2023
- Ongoing Policy review
- Senate as a vehicle to convey information to the larger faculty
 - Discussion of Watermark software as mechanism for faculty reporting
 - Switch to BlackBoard Ultra and cease access to Original BlackBoard by Fall 2024

MEMORANDUM

Date: July 26, 2023

To: Dr. Brien Smith, Provost and Vice President for Academic Affairs

From: Office of Research Services (ORS)

Re: FY23 Fourth Quarter Report

Please see attached the FY23 Fourth Quarter Report as prepared for delivery to the Academic Excellence and Student Success Committee of the Board of Trustees.

ORS staff managed **35** major grant administration activities during this quarter (**22** submissions and **13** awards/contracts). Additionally, the IRB processed 43 new protocols and 7 modifications.

Notable highlights:

- YSU received \$896,000 from the Ohio Department of Higher Education through the Choose Ohio First Scholarship Program to promote workforce development opportunities for students through partnerships with employers, training and professional development.
- YSU submitted a \$5.4M proposal to the Center for Disease Control for the implementation of an interdisciplinary community health engagement program.

Accompanying this submission is the FY23 Fourth Quarter Detail Report, which provides detail regarding institutional submissions and awards.

**EXECUTIVE
SUMMARY**

Fourth Quarter Report – FY23
April 1, 2023 to June 30, 2023

Submitted Proposals to External Agencies: Total

Q4 Total Dollars Requested:	\$14,065,633
Q4 Indirect Cost Requested:	\$2,131,677
Q4 Total Proposals Worked:	28
Q4 Total Proposals Submitted:	22

Funded Proposals from External Agencies: Total

Q4 Total Dollars Awarded:	\$1,494,603
Q4 Indirect Costs Awarded:	\$56,674
Q4 Total Projects Awarded:	13

Q4 YTD Comparison:

	FY22	FY23
<i>Q4 Submissions</i>	28	22
<i>Q4 Dollars Requested</i>	\$6,916,860	\$14,065,633
<i>Q4 Awards</i>	23	13
<i>Q4 Dollars Awarded</i>	\$6,029,765	\$1,494,603
<i>YTD Submissions</i>	113	77
<i>YTD \$ Requested</i>	\$42,163,913	\$32,684,564
<i>YTD Awards</i>	93	77
<i>YTD \$ Awarded</i>	\$15,769,504	\$9,778,383

FY22 Q4 Total Active Awards: 143

FY23 Q4 Total Active Awards: 121

FY22 Q4 Research Expenditures \$3,124,273

FY23 Q4 Research Expenditures: \$2,580,747

FY22 YTD Research Expenditures: \$10,236,083

FY23 YTD Research Expenditures: \$11,200,794

Proposals Submitted to External Agencies
Fourth Quarter Report – FY23
April 1, 2023 – June 30, 2023

PI Name	Department	Funding Agency	Amount Requested	Indirect Costs Requested	YSU Cost-Share
Landgraff, N.	Grad Studies in Health and Rehab Sciences	Ohio Living	\$ 17,446	\$ 2,071	\$ -
Powe, N.	Grad Studies in Health and Rehab Sciences	Center for Disease Control	\$ 5,412,155	\$ 1,099,010	\$ -
Rogers, R.	Criminal Justice & Consumer Science	National Institute of Justice	\$ 407,519	\$ 80,174	\$ -
Bralich, J.	Humanities & Social Sciences	City of Youngstown	\$ 50,000	\$ -	\$ -
Bralich, J.	Humanities & Social Sciences	City of Youngstown	\$ 10,211	\$ -	\$ -
Bralich, J.	Humanities & Social Sciences	City of Youngstown	\$ 13,265	\$ -	\$ -
Bralich, J.	Humanities & Social Sciences	City of Youngstown	\$ 50,000	\$ -	\$ -
Cortes, P.	Engineering	Nat Aeronautics and Space Administration	\$ 45,000	\$ 6,246	\$ -
Cortes, P.	Engineering	National Science Foundation	\$ 500,000	\$ 52,579	\$ -
Borra, V.	Engineering	National Science Foundation	\$ 376,946	\$ 68,093	\$ -
Cortes, P.	Engineering	Ohio Federal Research Network	\$ 500,596	\$ 95,912	\$ -
Moldovan, S.	Engineering	Ohio Federal Research Network	\$ 199,785	\$ 33,898	\$ -
Cooper, C.	Biological & Chemical Sciences	Ohio Dept of Health	\$ 182,658	\$ 36,531	\$ -
Lazar, A.	CSIET	Department of Energy	\$ 747,313	\$ 123,340	\$ -
Cortes, P.	Engineering	Nat Center for Defense Manufacturing and Machining	\$ 1,920,993	\$ 148,168	\$ 192,100
Wakefield, T.	Mathematics and Statistics	Howmet Foundation	\$ 20,000	\$ 3,099	\$ -
Cortes, P.	Engineering	Nat Center for Defense Manufacturing and Machining	\$ 311,746	\$ 56,587	\$ 155,000
Cianciola, E.	Office of Community Engagement	Ohio Dept of Education	\$ 200,000	\$ 14,236	\$ -
Cianciola, E.	Office of Community Engagement	Ohio Dept of Education	\$ 200,000	\$ 14,248	\$ -
Cianciola, E.	Office of Community Engagement	Ohio Dept of Education	\$ 200,000	\$ 14,248	\$ -
Ekstrand, L.	Division of Workforce, Education & Innovation	Ohio Dept of Job and Family Services	\$ 1,200,000	\$ 60,359	\$ 45,471

Ekstrand, L.	Division of Workforce, Education & Innovation	Department of Labor	\$ 1,500,000	\$ 222,878	\$ -
TOTAL			\$ 14,065,633	\$ 2,131,677	\$ 392,571

Projects Awarded from External Agencies

Fourth Quarter Report – FY23

April 1, 2023 to June 30, 2023

PI Name	Department	Funding Agency	Amount Awarded	Indirect Costs Awarded	YSU Cost-Share
Hughes, T.	Grad Studies in Health and Rehab Sciences	National Institutes of Health via Univ of Pittsburgh	\$ 34,164	\$ 7,114	\$ -
Villone, E.	Criminal Justice	Mahoning County Board of Commissioners	\$ 175,000	\$ -	\$ -
Landgraff, N.	Grad Studies in Health and Rehab Sciences	Ohio Living	\$ 21,300	\$ 2,874	\$ -
Sturuss, G.	PAGES	Halberd Corporation	\$ 15,558	\$ 3,240	\$ -
Cortes, P.	Engineering	Nat Aeronautics and Space Administration	\$ 243,410	\$ 36,190	\$ -
Armstrong, F.	PAGES	Mahoning County Board of Commissioners	\$ 14,500	\$ 3,019	\$ -
Prieto-Langarica, A.	Mathematics and Statistics	SIAM - Simons Foundation	\$ 31,060	\$ 2,260	\$ -
Wakefield, T.	Mathematics and Statistics	Ohio Dept of Higher Education	\$ 896,000	\$ -	\$ -
Veisz, P.	Small Business Development Center	Small Business	\$ 30,861	\$ -	\$ 15,419
Veisz, P.	Small Business Development Center	Ohio Dept of Development	\$ 5,544	\$ -	\$ -
Cianciola, E.	Office of Community Engagement	Wright State University	\$ 9,500	\$ 1,978	\$ -
Verdone, K.	Office of the Registrar	Ohio Dept of Higher Education	\$ 1,500	\$ -	\$ -
Ruller, J.	Division of Workforce Education and Innovation	Ohio Department of Development	\$ 16,206	\$ -	\$ -
TOTAL			\$ 1,494,603	\$ 56,674	\$ 15,419

CURRENT ACCREDITATION ACTIVITY
September 2023

Summary of recent site visits:

- The Council for Accreditation of Counseling and Related Educational Programs (CACREP) announced that the YSU Counseling Program options—Clinical Mental Health Counseling, School Counseling, Addiction Counseling, and College Counseling and Student Affairs—received full reaccreditation through 2031.
- The Committee on Professional Training (CPT) of the American Chemical Society (ACS) reviewed the Chemistry program’s periodic report at its recent meeting, determined that the program meets all requirements in the ACS guidelines, and has recommended continuation of ACS approval of the BS Chemistry until 2029.

Summary of recent accreditation actions:

- On August 3, 2022, the Higher Learning Commission (HLC) notified YSU of successful completion of the Year 4 Assurance Review with no recommended monitoring.
- On July 30, 2018, the HLC continued the accreditation of YSU with the next Reaffirmation of Accreditation scheduled to occur in 2027-28.

Details:

Program	Status
Art National Association of Schools of Art and Design (NASAD)	The NASAD Commission granted renewal of membership for the BA in Art History, BS in Art Education, BFA in Studio Art, and MA in Art Education. The next full review is scheduled for 2025-2026. An affirmation statement and audit were submitted on June 30, 2021, noting that the MA and MFA have both been suspended and that the BFA tracks have been realigned. The annual HEADS report, affirmation statement, and audit were submitted July 5, 2022. NASAD was notified of a change of institutional representative for 2022-2023. A Notice of Intention to Apply for Renewal Membership (ten year) was submitted for Spring 2026. Also submitted was a request for an optional consultative visit for Fall 2024.
Athletic Training Commission on Accreditation of Athletic Training Education (CAATE)	The Master of Athletic Training program was granted initial accreditation for five years by CAATE in 2018. The MAT program is currently in good standing with CAATE. The program completed its self-study site visit with the CAATE peer reviewers in March 2023. A ten-year reaccreditation was awarded in August 2023.

Program	Status
<p>Business AACSB International—The Association to Advance Collegiate Schools of Business</p>	<p>AACSB International approved the extension of accreditation in January 2020. Accreditation of the undergraduate and graduate business programs was extended for the standard five years. The next accreditation review will be in Fall 2024 with the Continuous Review report due 60 days before the peer team visit.</p>
<p>Chemistry American Chemical Society (ACS)</p>	<p>The Committee on Professional Training (CPT) of the American Chemical Society (ACS) notified YSU that its BS Chemistry program has met all requirements in the ACS guidelines. The CPT recommended continuation of ACS accreditation through 2029.</p>
<p>Counseling Council for Accreditation of Counseling and Related Educational Programs (CACREP)</p>	<p>The Council for Accreditation of Counseling and Related Educational Programs (CACREP) granted full accreditation to the MS. Ed. in Counseling—Addiction Counseling, Clinical Mental Health Counseling, School Counseling, and Student Affairs/College Counseling program tracks for the full eight-year period, until March 31, 2031.</p>
<p>Dental Hygiene Commission on Dental Accreditation (CODA)</p>	<p>The self-study for continuing accreditation of the Dental Hygiene program was submitted in September 2017. This was the initial site visit following the transition from the Associate of Applied Science (AAS) degree to the Bachelor of Science in Dental Hygiene (BSDH) degree. A site visit occurred in November 2017, and the program was awarded full accreditation status, Approval Without Reporting Requirements, at the 2018 ADA CODA Summer Commission meeting. The accreditation cycle for allied dental programs is seven years. The next site visit will be in 2025.</p>
<p>Dietetics Program Academy of Nutrition and Dietetics (AND) Accreditation Council for Education in Nutrition and Dietetics (ACEND)</p>	<p>The two ACEND-accredited dietetics programs are the Didactic Program in Dietetics and the Dietetics Future Model/DFM (MPH-RDN graduate track).</p> <p>The graduate level MPH-DFM (Master’s in Public Health-Dietetic Future Model) continues in good standing, but the decision has been made to not seek future reaccreditation in 2023 due to lack of enrollment. An accreditation decision letter was issued in July 2023 approving the close-out plan. The program will remain accredited until December 31, 2026. The program director will</p>

Program	Status
Dietetics (continued)	<p>provide the accrediting body with yearly reports on program progress and support until the close date.</p> <p>The BSAS-Didactic Program in Dietetics is in good standing and accredited through June 2028.</p> <p>The DPD-MHHS 4+1 (Didactic Program in Dietetics-Master’s in Health & Human Services) allows students to meet the new eligibility requirements for the Registered Dietitian credential (Master’s degree or higher) as they apply for supervised practice. Graduates of the DPD who do not wish to become Registered Dietitians may graduate with the BSAS and earn the Nutrition and Dietetic Technician credential without further educational or experiential learning requirements.</p>
<p>Education and Licensure Programs The Council for the Accreditation of Educator Preparation (CAEP)</p> <p>Accreditation occurs at the unit (BCOE) level.</p>	<p>The Council for the Accreditation of Educator Preparation (CAEP) conducted a site visit of YSU’s Beeghly College of Education on April 2-4, 2017. CAEP’s Accreditation Council granted accreditation status effective Fall 2017 through Fall 2024. The next site visit will occur in Fall 2024.</p>
<p>Engineering Engineering Accreditation Commission of the Accreditation Board for Engineering and Technology (ABET)</p>	<p>The Electrical Engineering, Civil Engineering, Chemical Engineering, and Mechanical Engineering programs are fully accredited by ABET until 2026. Industrial Engineering went from “program deficiency” to “program weakness,” a finding which means that the program has been removed from “show cause.” Industrial Engineering is now fully accredited until 2026.</p>
<p>Engineering Technology Engineering Technology Accreditation Commission of the Accreditation Board for Engineering and Technology (ETAC-ABET)</p>	<p>Final findings from ETAC of the ABET visit were received on August 29, 2018. The AAS and BSAS Engineering Technology programs (CCET, EET, and MET) are accredited through September 30, 2024.</p> <p>Applications to renew accreditations for all AAS & BSAS Engineering Technology Programs were submitted. The accreditation team’s comprehensive visit will occur in Fall 2023.</p>

Program	Status
<p>Exercise Science Committee on Accreditation for the Exercise Sciences (CoAES) / Commission on Accreditation of Allied Health Education Programs (CAAHEP)</p>	<p>The Committee on Accreditation for the Exercise Sciences (CoAES) granted initial accreditation of the undergraduate Exercise Science program on May 18, 2018. The accreditation is for five years. The yearly report was submitted in July 2023. A site visit is expected this academic year.</p>
<p>Forensic Science American Academy of Forensic Sciences (AAFS)</p>	<p>Application for initial accreditation is pending. Program self-study and site visit will follow.</p>
<p>Long-Term Care Administration National Association of Long-Term Care Administrator Boards (NAB)</p>	<p>The Long-Term Care Administration program submitted its accreditation review to the National Association of Long-Term Care Administrator Boards (NAB) in Spring 2022, and the submission was approved by NAB. The program is currently seeking accreditation of the Healthcare Administration track. The Master's in Health and Human Services accreditation application will begin in the fall.</p>
<p>Medical Laboratory Technology National Accrediting Agency for Clinical Laboratory Sciences (NAACLS)</p>	<p>The Medical Laboratory Technology program self-study and response were submitted in Spring 2020. A virtual site visit was conducted in July 2020. The program as awarded ten years of accreditation through 2030. The annual report was submitted in October 2022.</p>
<p>Medical Laboratory Science National Accrediting Agency for Clinical Laboratory Sciences (NAACLS)</p>	<p>An initial accreditation application was submitted to NAACLS in 2014 with the full self-study submitted in 2016. The site visit occurred in 2017. The site visit team found no standards violations and awarded a full seven-year accreditation.</p> <p>The Medical Laboratory Science completion program submitted its self-study on April 1, 2022. The site visit was completed in October 2022, and no issues were cited. The program has been awarded the maximum ten-year accreditation.</p>

Program	Status
<p>Music National Association of Schools of Music (NASM)</p>	<p>In 2012, the NASM Commission on Accreditation voted to continue YSU and the Dana School of Music in good standing. In July 2016, the NASM Commission on Accreditation accepted YSU's Application for Plan Approval of Dana's Bachelor of Music in Music Recording.</p> <p>The NASM Commission on Accreditation has scheduled an accreditation full review and site visit for April 7-9, 2024.</p>
<p>Nursing Accreditation Commission for Education in Nursing (ACEN)</p> <p>Commission on Collegiate Nursing Education (CCNE)</p> <p>Council on Accreditation of Nurse Anesthesia Educational Programs (COA) St. Elizabeth Health Center School for Nurse Anesthetists, Inc. (YSU MSN nurse anesthesia option only)</p>	<p>A candidacy application will be submitted to ACEN for the new Associate Degree in Nursing (ADN) program in Fall 2022.</p> <p>ACEN recently granted continuing accreditation for the BSN programs for the maximum eight years. The next evaluation visit will occur in Spring 2030.</p> <p>CCNE recently granted continuing accreditation for the BSN, MSN, and post-graduate APRN certificate programs for the maximum ten years. The next evaluation visit will occur in Spring 2032.</p> <p>The last MSN class will graduate in December 2022. The Doctor of Nursing Practice program matriculated on May 17, 2021. Both programs are accredited. The next evaluation will occur in Spring 2027.</p>
<p>Physical Therapy Commission on Accreditation in Physical Therapy Education (CAPTE)</p>	<p>The MPT has been discontinued. Accreditation now applies to the DPT program approved by HLC in 2008. Ten-year accreditation was reaffirmed in 2014 with a compliance report due in 2015. This report was submitted, and CAPTE granted the program continuing accreditation.</p> <p>The current status of the program is accredited. A progress report was submitted September 1, 2022. After review, the program was granted continued accreditation. Annual reports are required, and a site visit will occur in Spring 2025.</p>

Program	Status
<p>Public Health (Consortium of Eastern Ohio Master of Public Health) Council on Education for Public Health (CEPH)</p>	<p>The MPH is offered by a consortium of institutions including YSU. Initial accreditation was earned in 2003. In October 2009, the Council on Education for Public Health (CEPH) renewed accreditation for seven years until 2016. A 2016 site visit resulted in all compliant findings. In June 2017, the program received official notification of full accreditation with the seven-year accreditation term ending July 1, 2024. In order to align with site visit workload, CEPH offered on December 6, 2021, to extend the CEOMPH accreditation term until July 1, 2025, which was accepted.</p>
<p>Respiratory Care Commission on Accreditation for Respiratory Care (CoARC)</p>	<p>The site visits for the Respiratory Care programs were completed virtually due to the pandemic. The virtual site visit for the BSRC entry into practice program was completed February 8-9, 2021, without programmatic issues. Continuing re-accreditation status for the next ten years was conveyed for the BSRC entry into practice on July 21, 2021, at the CoARC quarterly meeting.</p> <p>Both the BSRC degree advancement (completion program) and the Master of Respiratory Care programs were conferred accreditation status in July 2021 at CoARC's quarterly board meeting.</p> <p>Virtual site visits for these two programs were completed May 10-11, 2021, without programmatic issues. Provisional initial accreditation was conferred at the CoARC quarterly board meeting. In the interest of substantial financial savings, the site visits were scheduled as one CoARC visit. The site visits were performed virtually while retaining the multiple program savings.</p> <p>All three programs performed a Report of Current Status (RCS) evaluation in July 2022 that was accepted by CoARC to have met or exceeded all accreditation standards for the year. The program continues to meet CoARC's high academic standards.</p>

Program	Status
Respiratory Care (continued)	YSU has increased capacity of the BSRC entry into practice program, placing initial cohort enrollment at 25 allowable students per cohort to enter, which is maximum for classroom capacity, clinical rotation sites, and accreditation standards.
Social Work Council on Social Work Education (CSWE)	<p>At its February 2021 meeting, the Commission on Accreditation (COA) voted to reaffirm accreditation for eight years, ending in October 2027 due to a one-meeting deferment received this cycle.</p> <p>The BSW program requested permission from CSWE to offer the program fully online (virtual synchronous). The request for online delivery status was submitted December 2022 and approved by email notification on May 19, 2023, with a formal approval notice forthcoming.</p> <p>The BSW and MSW programs are scheduled for re-accreditation assessment in 2027.</p>
Theatre National Association of Schools of Theatre (NAST)	<p>Due to cuts in the number of tenure-track faculty and ongoing staffing issues, the Dana School of Music and University Theatre officially resigned its NAST accreditation effective May 3, 2018, and will not seek reaccreditation until these issues have been resolved. Additional faculty reduction preceding the 2021-2022 academic year has further delayed the program's ability to reapply for specialized accreditation.</p>
World Languages and Cultures American Council on the Teaching of Foreign Languages (ACTFL) Recognition for Italian Education and Spanish Education	<p>The appropriate accrediting bodies are being notified that the Italian Education and Spanish Education programs are being deactivated.</p>

Update on Assessment of Student Learning

YSU has made and continues to make progress in fostering meaningful and relevant assessment of student learning.

Assessment of Student Learning Activities

- **Academic Assessment:** Academic programs engage in assessment reporting on a five-year cycle through an Assessment Plan, Assessment Update, or a Cycle Reflection. Programs identified for sunset through APEEI with enrolled students complete a shortened Teach Out Update. In 2022-2023, 74% of academic programs submitted reports. Chairs and Deans were notified of non-submitting programs. For 2023-2024, reports will be due on October 31, 2023. Information and training materials will be sent to program assessment coordinators, chairs, and deans in September.
- **Co-Curricular Assessment:** Co-curricular programs continue to engage at high levels with student learning assessment. Reports were due the end of June 2023. As of August 2023, 81% of co-curricular programs have submitted assessment reports, with another 14% of programs requesting an extension through the end of the summer. Peer review feedback groups will be utilized to discuss submissions and provide feedback on assessment processes during September 2023. Additionally, during summer 2023, ITL staff hosted a Co-Curricular Assessment summer book group reading and discussing *The Curricular Approach to Student Affairs* with five professional staff members.

Current Student Data Collection

- **National Survey of Student Engagement:** YSU participated in the National Survey of Student Engagement (NSSE) in Spring 2023. All first-year and senior students were invited to participate. In addition to providing the standard survey questions, the NSSE asked students to complete two topical modules: Civic Engagement and First Year Experience/Senior Transitions. The NSSE survey had a 20% response rate. Data was released mid-August 2023 and is currently being analyzed by ITL staff. Data will be disseminated across campus beginning in early fall.

General Education Assessment

General Education assessment is being re-evaluated as YSU transitions to university-wide learning outcomes and continues the general education program transformation process.

**ACADEMIC PROGRAMS UPDATE
SEPTEMBER 2023**

1. Undergraduate Program Development:

Undergraduate Program Actions Requiring Board of Trustees Action and/or Notification or Approval by the Ohio Department of Higher Education

Since the last set of YSU Board of Trustees meetings, the Ohio Department of Higher Education (ODHE) has approved the following undergraduate program changes:

- No changes to report.

2. Graduate Program Development:

Graduate Program Actions Requiring Board of Trustees Action and/or Notification or Approval by the Chancellor's Council on Graduate Studies (CCGS)

- A full proposal to offer the **MS in Data Science and Statistics** is being reviewed by CCGS.
- Two new MBA specializations—**Organizational Leadership** and **Human Resources**—were approved by CCGS.
- A request for a combined Bachelor's to Master's program in **BS in Applied Science in Criminal Justice** to an **MS in Criminal Justice** was approved by campus committees and is being reviewed by CCGS.
- A request for a combined Bachelor's to Master's program in **BSAS Forensic Science, BS Chemistry, BA Chemistry, and BS Biochemistry** to an **MS in Chemistry** is being reviewed by campus committees.

NAVIGATING YOUR FIRST WEEK AT YSU

AUGUST 28 - SEPTEMBER 1

SO GLAD YOU ARE BEGINNING YOUR YSU ADVENTURE!

Welcome Week will help you navigate your first week at YSU. By taking part in some of the events offered all over campus, you'll meet new people, get to know the lay of the land, and learn about resources available to help you have a successful first year.

While you're making your way around campus, be sure to look out for First Year Student Services' Welcome Tents. They'll be around to answer all your questions! Various departments and campus resources will also be hosting events to help you get to know all the services available to you as a student. Take advantage of the opportunities this week to get your bearings on campus before class assignments and due dates fill up your calendar.



Download the YSU App, grab a Welcome Week schedule, or **visit the Welcome Week website ysu.edu/welcomeweek** to see the full list of events. And be sure to follow us on social media so you don't miss out on what's coming up next: **@ysu_penguin_experience**.

WELCOME WEEK EVENT HIGHLIGHTS!

Map out your Welcome Week (Aug. 28–Sept. 1)! **So many adventures to experience!** Here is a small sampling of the fun events we have planned to make your first week special. Go to the website to see details for these, and many more events!

MONDAY

- **Welcome & Information Tents**
- **Camp 1908** | A relaxing campsite in the center of campus for crafts, planting a plant, snacks, prizes, and much more. It's a fun celebration of the first day of school. Live music from YSU Guitarists Mike Miller and Torrance Bajuszik!

TUESDAY

- **Student Organization Fair** | Find an organization that sparks your interest.
- **Puppy Palooza** | Play with adorable puppies!
- **Find Your Adventure Buddies Student Mixer** | Meet with fellow students and organizations that represent diverse populations. Free ice cream!

WEDNESDAY

- **Forest Adventure Block Party** | A fun resource fair, but with free food, relaxing games, a balloon artist, music, and more.
- **Meet the Greeks!** | Learn about YSU fraternities and sororities.

THURSDAY

- **Build a Penguin!** | Build a penguin so fluffy! Be sure to read the details on the website! This event is very popular.
- **Grill & Chill Tailgate** | Food, slip and slide kayaks, crafts, giveaways, large prizes & more. Join our tailgate event before the 1st home game!
- **YSU Football vs Valparaiso**

FRIDAY

- **YSU Day Celebration** | YSU Day celebrates the day we became part of the Ohio state school system with cake, prizes, and the YSU Marching Pride!
- **Scavenger Hunt** | Sign up your team of four members for this crazy all-campus scavenger hunt. Win big prizes!

Youngstown State University does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity and/or expression, disability, age, religion or veteran/military status in its programs or activities. Please visit www.ysu.edu/ada-accessibility for contact information for persons designated to handle questions about this policy.

GET ALL THE
**WELCOME
WEEK**
DETAILS AT



ysu.edu/welcomeweek



Divisional Highlights

The YSU Workforce TEAM has been making great strides in aligning our mission and vision to support YSU's Take Charge of Our Future Strategic Action Plan. As we close out the fiscal year, the team remains focused on quality of experience, stakeholder engagement and sustainability. Divisional highlights for quarter ending June 31, 2023 include:

- \$3.5M state operating awarded to the division for ITWA, TILT, ETC, IMAP
- Represented the University at the annual DC Fly-in organized by YWRC to advocate for the Youngstown Warren Region. Heard from legislators including Senators Vance and Brown and Congressmen Joyce and Johnson.
- Hosted representatives from Senator Vance's office to showcase the ETC and divisional efforts to support EV workforce.
- Joined Lt. Governor Husted for the launch of the state's EV Workforce Strategy (YSU was invited to sit on the leadership council for this initiative).
- Move to Silvestri scheduled Sept. 29, 2023 (Divisional Administrative Offices, IT Workforce Accelerator, The James P Tressel Institute for Leadership and Teamwork).
- DOL WORC grant submitted for \$1.5M to provide wage offsets, scholarships and stipends.
- Divisional Audit to kick-off September 2023.
- Divisional Impact Report under development.

Driving Collective Impact with the Region

Central to our mission is the value and impact we bring in partnership with the region. Notable partnerships highlighted below:

- [YSU Workforce and the Education Service Center of Eastern Ohio continue to grow in-demand industry skill training for high school students](#)
- [YSU students attend Data Mine Symposium](#)
[YSU partners with Correctional Center on new workforce development initiative](#)
- [Regional Chamber Creates Workforce Training Guide](#)
- [Utica Shale Academy Expanding with \\$2.35M Grant](#)
- [YSU Students Present Insights for Valley Repopulation Strategies](#)



STRATEGIC INITIATIVES

PATHWAYS TO ARTICULATION

David Janofa has been leading YSU efforts on a state grant called Tech Prep, where he is collaborating with YSU staff and other Northeast Ohio post-secondary institutions to further advance pathways to articulation. Traditionally Advance Placement (AP), College Credit Plus (CCP), Career Technical Assurance Guides (CTAG) and Prior Learning Assessments (PLA) were the commonly known tool for students. Recently, Industry Recognized Credential Assurance Guides (ITAG) were introduced and slowly being developed and approved.

Why this is important?

ITAGs are delivered by YSU Workforce and increase opportunity for our future and current students to start on a pathway to a college degree.

What You Need to Know

- Anyone who holds a current credential that is approved for ITAG credit is eligible to earn college credit, regardless of how they learned the skills required to pass the credentialing exam.
- A credential must be current in order to qualify for ITAG credit. The duration of a credential's currency can vary, so you should consult with the organization that awarded your credential to ensure that it is still valid.
- To access ITAG credit, you will need to provide the Office of Admissions or the Registrar at your Ohio public college or university of interest with proof of your credential. Contact that office to ask how to provide this proof of your credential.
- The ITAG Guidance Document lists the steps to provide verification for each credential that is approved for ITAG credit. You can find the ITAG Guidance Document on [this page](#).
- If you are looking to earn a college degree that builds upon your prior learning or work experience, ITAGs are the perfect opportunity to earn credit for demonstrated skills.

YSU remains on the forefront of the state wide in engaging with regional stakeholders to advance ITAGs and other emerging workforce strategies that are eligible for college credit. More updates will be shared as new programs are introduced.

Quarterly Financials

Quarter Ending June 30, 2023

Divisional					
Account Title	PD of Performance	Adjusted Budget	Year to Date	Encumbrances	Available Balance
General	N/A	31,889	14,705	-	17,184
Continuing Ed WF	N/A	915	2,732	-	(1,817)
Grants Residual Fund		-	(227,545)	125,620	101,925
NCDMM Storefront	8/11/21-7/30/23	300,000	-	-	300,000
Ohio Pathways	3/24/22-6/30/24	100,000	-	39,588	60,412
5G Readiness	10/1/22-9/30/25	1,154,880	17,111	-	1,137,769
MV WF Partner	7/1/21-6/30/23	178,764	29,662	-	149,102
Tech Prep 23	7/1/22-6/30/23	20,000	-	-	20,000
IMAP Round 2	1/1/22-7/31/23	241,390	6,720	-	234,670
Grant Writing	1/1/22-12/31/22	20,398	1,259	-	19,139
Comm Support Fnds CWDS	Evergreen	2,328,533	1,130,980	211,755	985,798
Comm Supp-ESITC	Evergreen	1,500,000	59,680	42,000	1,398,320
Cash Match BB and 5G		-	(389,225)	-	389,225
TILT	N/A	411,622	37,333	-	374,289
YSUF Tressel St Work	N/A	107,693	4,246	-	103,447
Total Divisional		6,396,085	687,658	418,963	5,289,464
Excellence Training Center					
Account Title	PD of Performance	Adjusted Budget	Year to Date	Encumbrances	Available Balance
General	N/A	52,276	-	-	52,276
Continuing Ed ETC	N/A	376,191	23,144	8,563	344,485
Hybrid Mfg	8/26/21-9/30/23	541,194	102,494	58,415	380,284
DLA 4.0	4/1/22-09/30/24	3,172,868	1,058,962	465,045	1,648,861
DLA 4.0 + Option A		2,590,455	-	160,915	2,429,540
MVICCETC State Funds	7/1/19-6/30/22	-	-	-	-
TechCred 7	11/1/20-9/30/22	10,646	7,238	1,032	2,376
Tech Cred 8	6/3/21-6/30/22	11,485	-	-	11,485
MVICC FY 22 23	7/1/21-6/30/23	922,228	363,606	66,914	491,708
Tech Cred 9	8/6/21-8/30/22	8,100	-	-	8,100
Tech Cred 13	2/2/22-5/31/23	27,250	1,000	-	26,250
TechCred Rd 15	N/A	15,936	1,000	-	14,936
MVICC Ops	N/A	1,820	36	-	1,784
Ed Youth Camps	N/A	27,861	1,135	-	26,726
Gifts	N/A	344,484	13,824	-	330,659
YSUF Roth End Gifts	N/A	16,200	-	-	16,200
YSUF Humtown	N/A	3,175	-	-	3,175
RAPIDS 5		540,833	-	220,182	320,651
Rapids 6		316,834	-	-	316,834
Total ETC		8,979,836	1,572,440	981,066	6,426,331
Total Consolidated		15,375,921	2,260,097	1,400,029	11,715,795

DEPARTMENTAL UPDATES

Quarter Ending June 30, 2023

EXCELLENCE TRAINING CENTER AT KOHLI HALL ADVANCED MANUFACTURING

- The ETC hosted over thirty (30) events for both internal and external organizations including the Chamber of Commerce, the Ohio Career Tech Administrators, (OCTA) and OHWOW! held meetings in the ETC classrooms. Company visits, high school tours and recruiting support (prospective student tours, penguin preview day tours) for the university continued.
- Hosted webinars to support the DLA Industry 4.0 project, an open house to support the developmental disabilities grant.
- The first ETC Industrial Advisory Board meeting was held on May 5, 2023.
- Personnel at the ETC took the lead on setting up an Entrepreneurial Ecosystem for YSU students which includes a website with resources, events, and recorded training sessions <https://ysu.edu/Entrepreneur-Ecosystem>
- 138 credentials were issued for workforce training classes at the ETC, including Allen Bradley programmable logic controller classes, FANUC HandlingTool and Programming, OSHA 30 and several industrial maintenance classes. The OSHA 30 class was held specifically for high school students from the National Center for Urban Solutions – NCUS.
- The first of three week-long summer camps for children ages 9-14 also started in June.

HIGHLIGHTS



VISITORS FROM 31 EVENTS

\$8,000
AWARDED TO YSU STUDENTS



9
K-12 CERTIFICATES
WERE ISSUED



IT WORKFORCE ACCELERATOR AT SILVESTRI HALL INFORMATION TECHNOLOGY

- The IT Workforce Accelerator team grew to 11 total members. This includes five graduate students who began as student workers this summer and will transition to their graduate assistantship in the fall as well as two program managers and one instructor. This will expand our capacity to offer a wider range of courses and ensure more personalized attention is provided for students.
- Represented YSU at the Ohio Telecom Association Annual Conference in Columbus, OH; The Data Mine Symposium in West Lafayette, IN at Purdue University.
- Student enrollment increased by 24%, demonstrating demand for our courses. New marketing initiatives, including targeted social media campaigns and partnerships with local tech companies, contributed to this growth.
- Working with ODE and Ohio State Apprenticeship Office on approval of an IT Pre-apprenticeship program eligible HS graduation points. Additional credentials approved for articulation in high school and post-secondary through ITAG, CTAG initiatives.

HIGHLIGHTS

628
NEW REGISTERED USERS

2650
CREDENTIALS ISSUED

3765
TOTAL ENROLLMENTS

THE JAMES P. TRESSEL INSTITUTE FOR LEADERSHIP AND TEAMWORK
PROFESSIONAL AND PERSONAL DEVELOPMENT

- The James P. Tressel Institute for Leadership and Teamwork finished the semester strong with 351 students earning their Personal Leadership Certificate for completing all five badges in our program. As we wrap up the year, we gathered feedback on improvements and changes we could make to the course.
- We have started to make improvements to the courses over the summer as we prepare for year two this fall.
- Hosted our first Financial Networking Night event in April. Students got the chance to meet one-on-one with financial professionals in the area and talk about their financial game plans.
- We celebrated our Peer Coaches with an end-of-year celebration where they were awarded a custom Tressel Institute quarter zip and a certificate.
- Continuing our partnerships with Honors and Athletics for the upcoming fall semester working with Vice Provost Pintar to expand into further entry-level courses on campus.

HIGHLIGHTS



WILLIAMSON INNOVATION PARK
STEM TBD

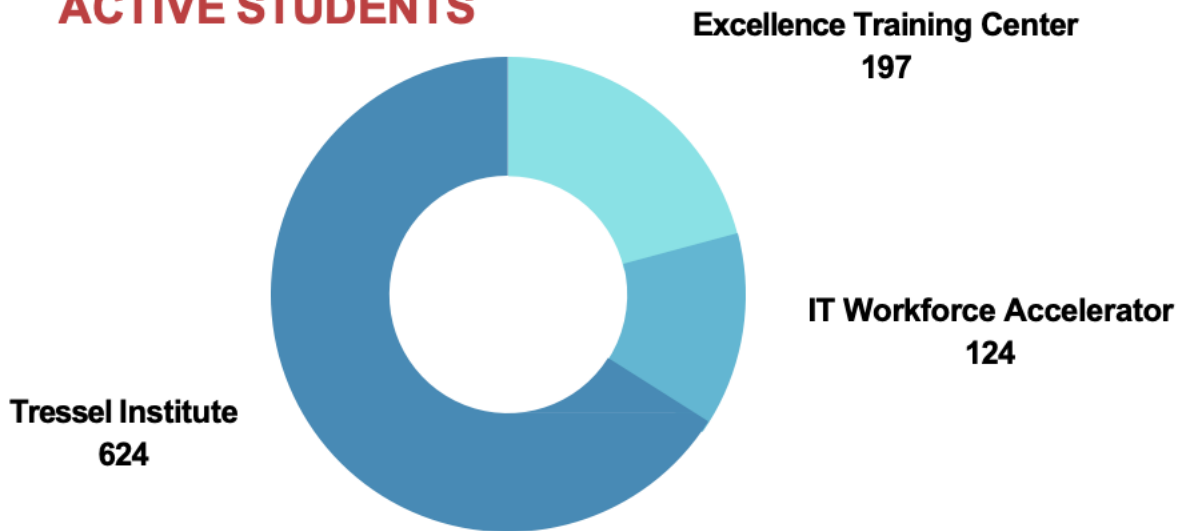
Program planning under development.

KEY PERFORMANCE INDICATORS

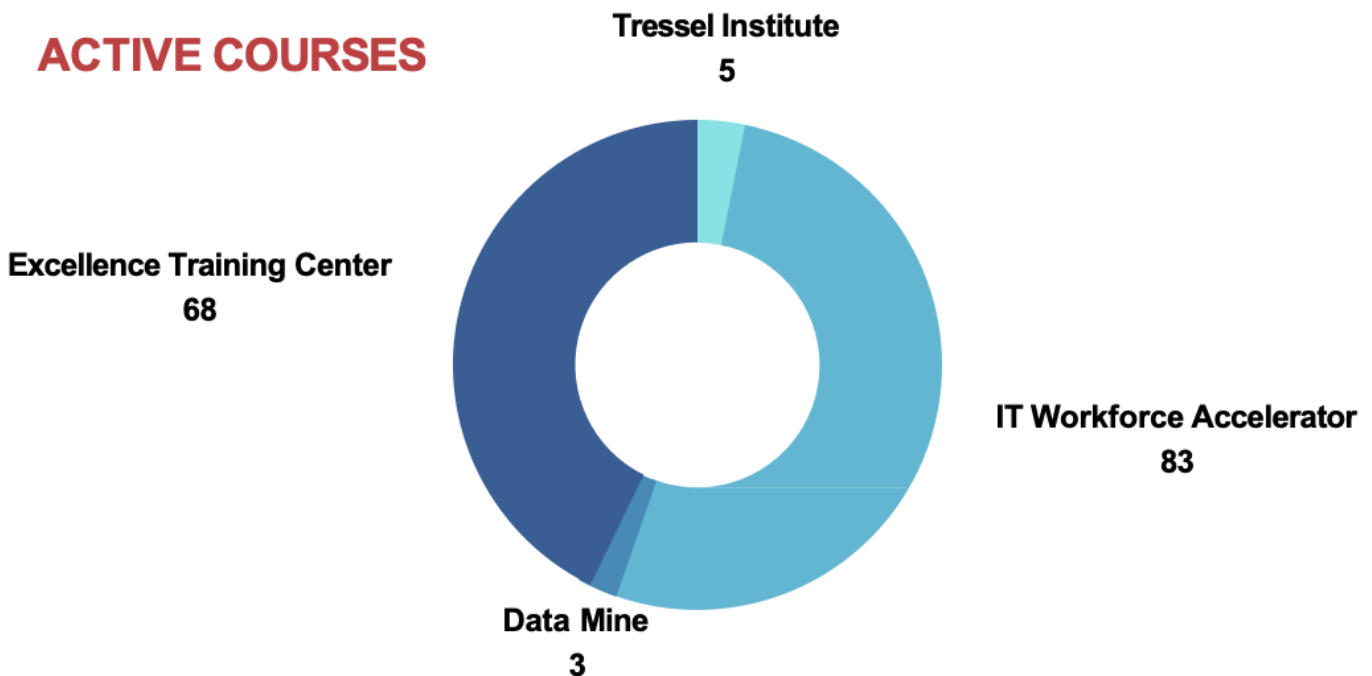
Quarter Ending June 30, 2023

The TEAM has been redesigning our front-end registration and reporting system (Genius) to provide improved departmental reporting starting FY 24. This system integrates with blackboard to provide data around enrollments, completions and required demographic captures as per grant reporting guidelines. Divisional KPI's were established by the collective team and reported as per below.

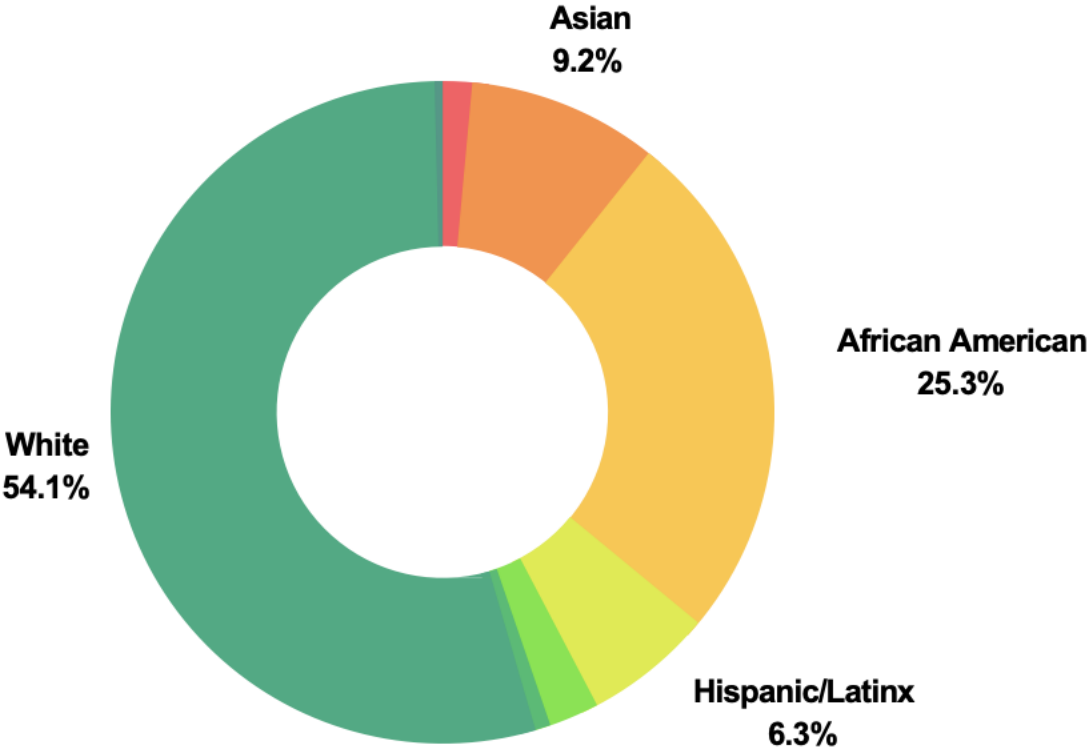
ACTIVE STUDENTS



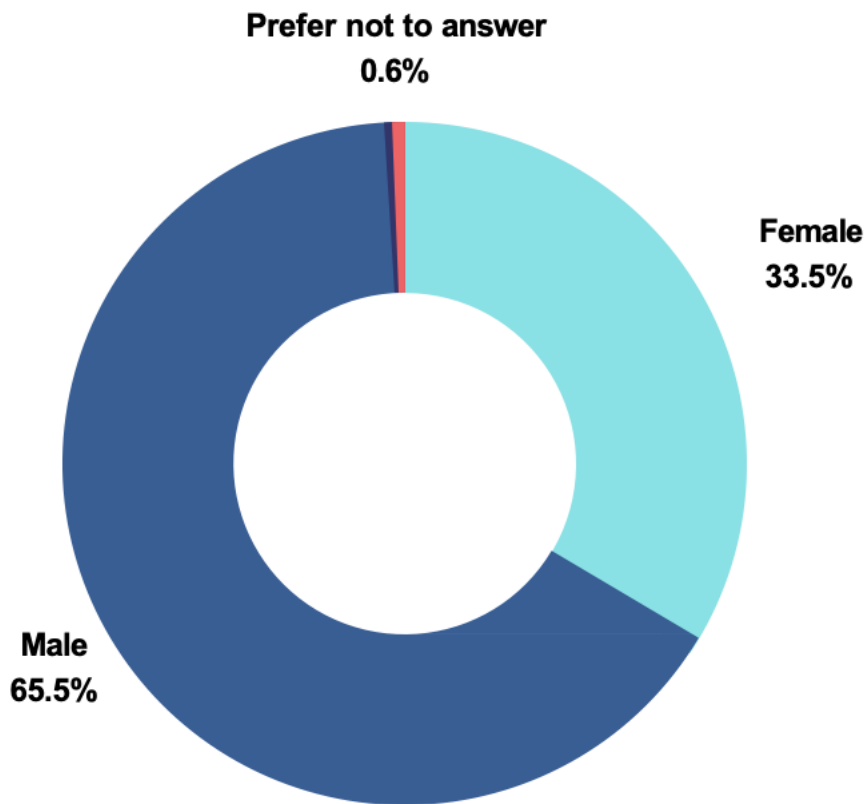
ACTIVE COURSES



DEMOGRAPHICS



GENDER



**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 6, 2018~~ **20, 2023**
 Next Review: ~~2023~~ **2028**

- (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-**

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 6, 2018~~ [20, 2023](#)
 Next Review: ~~2023~~ [2028](#)

-
- (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-**

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](#)
~~Minor Revision: July 2023~~
 Board Committee: University Affairs
Effective Date: September 6, 2018 [20, 2023](#)
 Next Review: [2023](#) [2028](#)

- (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.](#)

~~(2)~~(5) The responsibility for administration of the civil service law and ~~regulations~~ [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 ~~the~~ [their respective bargaining unit](#)

[agreements](#), ~~“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.”~~



**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.

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

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 6, 2018~~ [September 20, 2023](#)
 Next Review: [2023/2028](#)

- (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, ~~or~~ **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 ~~the lesser of either twenty per cent as calculated on the affected employee's full-time salary basis or~~ 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.](#)

- ~~(1) A department/unit supervisor with the approval of the division executive officer may authorize assignments of additional duties for supplemental pay when short-term staffing problems cannot be met through normal staffing practices.~~
- ~~(2) Requests for supplemental payments should be approved prior to any work being assigned or undertaken. Exceptions may be granted for emergency situations documented by the department supervisor and affirmed by the division executive officer.~~
- ~~(3) Funds necessary to cover the cost of supplemental payments will be provided from the department's supplemental pay account.~~
- ~~(4) Bargaining unit members should refer to their collective bargaining agreements for additional supplemental pay procedures and requirements.~~
- ~~(5) The office of human resources will develop necessary administrative procedures, including a "Supplemental Pay" form and guidelines for supplemental pay in order to process and manage supplemental payments.~~



**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-**

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

Responsible Division/Office: Human Resources
 Responsible Officer: ~~Chief Human Resources Officer~~ [VP for Legal Affairs and Human Resources](#)
 Revision History: September 2018; [July 2023](#); [September 2023](#)
~~Minor Revision: July 2023~~
 Board Committee: University Affairs
Effective Date: ~~September 6, 2018~~ [20, 2023](#)
 Next Review: ~~2023~~ [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-**

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

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).

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).

End of Document

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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-**



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, 20222024, 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. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Fourth of July | 10. Christmas Day |

11.1 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) the Ohio Civil Rights Commission (crc.ohio.gov); and the Equal Opportunity Commission (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 ~~F~~), 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.

27.1110 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	

Boiler Technician and Bldg. Maint. Supervisor	09	\$48.02	57	\$20.82	\$21.13	\$21.46	\$21.77
Boiler Technician and Plumber	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	\$18.69
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
Clerk 1	03	\$13.63	03	\$40.86	\$11.02	\$11.19	\$11.35
Clerk 2	04	\$14.20	07	\$42.45	\$13.25	\$12.33	\$12.70
Custodial Technician 1	-	-	04	\$9.39	\$10.10	\$9.53	\$9.82
Custodial Technician 2	-	-	15	\$43.63	\$14.25	\$13.83	\$14.25
Custodial Technician 3	-	-	20	\$44.74	\$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
Delivery Worker	-	-	02	\$40.39	\$10.55	\$10.74	\$10.97
Delivery and Mail Clerk	04	\$14.20	02	\$10.39	\$10.55	\$10.74	\$10.97
Electrician 1	08	\$47.05	50	\$49.77	\$20.06	\$20.36	\$20.67
Electrician 2	40	\$49.34	59	\$21.24	\$22.21	\$21.56	\$22.21
Electronic Technician				\$19.87			
Environmental Scientist	29	\$47.64	29	\$16.05	\$16.29	\$16.53	\$16.78
Executive Secretary 1	10	\$19.34	-	-	-	-	-
Executive Secretary 1	10A	\$16.98	-	-	-	-	-
Executive Secretary 2	10	\$19.34	-	-	-	-	-
Executive Secretary 2	10A	\$16.98	-	-	-	-	-

Financial Aid Loan Specialist 1	28	\$16.64	47	\$14.20	\$14.41	\$14.63	\$14.85
Financial Aid Loan Specialist 2				\$17.53			
Groundskeeper 1	04	\$14.20	05	\$11.74 \$14.54	\$11.92	\$12.10	\$12.28
Groundskeeper 2	06	\$14.84	44	\$13.36 \$15.28	\$13.55	\$13.75	\$13.96
Groundskeeper 3	06	\$15.53	22	\$14.94 \$17.53	\$15.17	\$15.40	\$15.63
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	\$22.08
Information Security Technician 2	-	-	63	\$22.44 \$23.43	\$22.74	\$23.09	\$23.43
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	\$17.10	\$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 Starting Hourly Rate			
Job Title		Prior 2014- 2017 Pay Grade	Prior 2014- 2017 Starting Hourly Rate	Current 2020- 2023 Pay Grade	Year 1 1.5%	Year 2 1.5%	Year 3 1.5%
Library Media Technical Asst.	27	\$15.75	-	-	-	-	-
Locksmith	08	\$17.05	37	\$17.53 \$20.16	\$17.79	\$18.06	\$18.33
Mail Clerk Messenger	04	\$14.20	-	-	-	-	-
Maintenance Repair Worker 1	-	-	08	\$12.60 \$15.75	\$12.79	\$12.98	\$13.17
Maintenance Repair Worker 2	05	\$14.84	20	\$14.71 \$19.54	\$14.93	\$15.16	\$15.38
Maintenance Repair Worker 3	07	\$16.25	39	\$17.87 \$21.24	\$18.14	\$18.41	\$18.69
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	\$15.52
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

Nurse	44	\$27.44	66	\$26.73	\$26.42	\$26.64	\$26.94
Office Administrator Workforce Training*				\$21.74			
Parking Facility Attendant	03	\$13.63	06	\$12.28	\$11.82	\$12.10	\$12.28
Parking Facility Supervisor	06	\$14.84	20	\$14.71 15.38	\$14.93	\$15.16	\$15.38
Payroll Specialist	30	\$18.64	26	\$16.24	\$16.76	\$16.00	\$16.24
Planetarium Engineer/Show Producer	32	\$21.74	60	\$21.74	\$22.07	\$22.40	\$22.73
Plumber	08	\$17.06	46	\$19.00	\$19.29	\$19.67	\$19.87
Print Assistant	03	\$13.63	46	\$13.63	\$13.83	\$14.04	\$14.25
Print Specialist				\$16.65			
Purchasing Coordinator	30	\$18.64	38	\$17.64	\$17.94	\$18.17	\$18.45
Purchasing Systems and Contracts Specialist	-	-	60	\$21.74	\$22.07	\$22.40	\$22.73
Records Management Officer	27	\$15.75	28	\$15.75	\$15.98	\$16.22	\$16.46
Records Technician 1	-	-	20	\$14.71	\$14.93	\$15.16	\$15.38
Records Technician 2	28	\$16.64	36	\$17.19	\$17.46	\$17.74	\$17.98
Records Technician 3	-	-	67	\$20.82	\$21.13	\$21.46	\$21.77
Recreation/Athletic Facility Specialist	26	\$14.43	09	\$12.74	\$12.93	\$13.12	\$13.32
Recreation Facility Manager 1 (equivalent to Recreation Facility Specialist)	25	\$14.43	-	-	-	-	-
Residence Hall Monitor	04	\$14.20	47	\$14.20 \$14.85	\$14.44	\$14.63	\$14.85
Secretary	27	\$15.75	-	-	-	-	-
Secretary	27A	\$13.64	-	-	-	-	-
Senior Office Administrator*				\$23.64			
Service Desk Technician	32	\$21.74	32	\$16.44	\$16.69	\$16.94	\$17.19
Software Integration Analyst 1	34	\$25.83	67	\$26.36 \$29.41	\$26.75	\$27.15	\$27.56
Software Integration Analyst 2	36	\$28.49	68	\$27.67 \$33.00	\$27.99	\$28.44	\$28.83
STEM Laboratory Specialist 1	42	\$22.64	64	\$22.61	\$22.96	\$23.29	\$23.64
STEM Laboratory Specialist 2				\$27.57			
Student Employment Specialist				\$15.98			
Student Services Counselor	27	\$15.75	46	\$13.76	\$13.97	\$14.18	\$14.39
Systems Technician 1	-	-	68	\$21.12 \$22.08	\$21.43	\$21.76	\$22.08
Systems Technician 2	-	-	63	\$22.44 \$23.43	\$22.74	\$23.09	\$23.43
Technology Support Technician 1	-	-	68	\$21.12 \$22.08	\$21.43	\$21.76	\$22.08
Job Title	Prior 2014-2017 Pay Grade	Prior 2014-2017 Starting Hourly Rate	Current 2020-2023 Pay Grade	Current 2020-2023 Starting 2023-2026	Year 1 4.5%	Year 2 4.5%	Year 3 4.5%

				Hourly Rate			
Technology Support Technician 2	-	-	63	\$22.41 \$23.43	\$22.74	\$23.09	\$23.43
Theater Production Assistant	00	\$18.02	03	\$10.86	\$11.02	\$11.49	\$11.35
Travel Clerk	-	-	11	\$12.97 \$14.00	\$13.46	\$13.36	\$13.56
Travel Specialist	40	\$19.34	48	\$19.34	\$19.63	\$19.92	\$20.22
Video Production Specialist	34	\$20.03	35	\$17.19	\$17.45	\$17.74	\$17.98
Web Programmer	34	\$25.83	67	\$26.36	\$26.75	\$27.45	\$27.56

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	Human Resources Analyst 1 and 2
Account Clerk 1 and 2	Information Security Technician 1 and 2
Accountant 1, 2 and 3	Laboratory Animal Technician
Accountant/Examiner 1, 2 and 3	Laboratory Machinist
Administrative Assistant 1*and 2	Layout Design Artist
Administrative Operations Specialist	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	Library Media Technical Assistant
Blueprint and Customer Service Specialist*	Locksmith
Boiler Technician and Maintenancee	Mail Clerk/Messenger
—Repair Worker	Maintenance Repair Worker 1, 2 and 3
Boiler and Air Quality Technician	Marketing and Creative Services Specialist
Boiler Technician and Building Maintenance Supervisor	Minicomputer Technician
Boiler Technician and Plumber	Mover
Building Maintenance Supervisor	Multimedia Specialist*
Carpenter 1, 2 and 3	Museum Specialist
Cashier	Nurse
Clerk 1 and 2	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>
Delivery and Mail Clerk	Purchasing Coordinator
Electrician 1 and 2	Purchasing Systems and Contracts Specialist
<u>Electronic Technician</u>	Records Management Officer
Environmental Scientist	Records Technician 1, 2 and 3
Executive Secretary	Recreation/Athletic Facility Specialist
Financial Aid Loan Specialist <u>1 and 2</u>	Recreation Facilities Manager
Groundskeeper 1, 2 and 3	Residence Hall Monitor
	Secretary
	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 (3 positions)	Various
Administrative Assistant 2 (2 positions)	Parking Services
Administrative Assistant 2	Office of the General Counsel
Administrative Operations Specialist	Community Engagement
Building Construction Superintendent	Facilities Maintenance
Groundskeeper Supervisor	Grounds
Human Capital Management Analyst (5 positions)	Human Resources Generalist
Human Resources	
Hybrid Machine Operator	Excellence Training Center
Office Administrator	Human Resources
Office Administrator-Workforce Training	Excellence Training Center
Power Plant Energy Management Supervisor	Central Utility Plant & Dist.
Print Supervisor	Printing Services
Receiving and Distribution Supervisor	Delivery Services
Senior Office Administrator	Excellence Training Center
Student Loan Supervisor	Financial Aid & Scholarships
All University Dispatchers, Police Officers, Sergeants, and Law Enforcement Officers	YSU Police Department

**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.

1. QUALITY/QUANTITY OF WORK/PRODUCTIVITY						
<p>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.</p>		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>Below Minimum—Employee does not meet minimum performance requirements in this category.</p> <p>Needs to Improve—Performance must improve for employee to be successful in this category.</p> <p>Meets Requirements—Employee meets performance requirements most of the time.</p> <p>Frequently Exceeds—Employee consistently meets and often exceeds performance requirements.</p> <p>Outstanding—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:						
3.—COMMUNICATION						
<p>Below Minimum—Employee does not meet minimum performance requirements in this category.</p> <p>Needs to Improve—Performance must improve for employee to be successful in this category.</p> <p>Meets Requirements—Employee meets performance requirements most of the time.</p> <p>Frequently Exceeds—Employee consistently meets and often exceeds performance requirements.</p> <p>Outstanding—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"/>

6. SUPERVISORY SKILLS (use only when evaluating a supervisor)						
<p>Below Minimum—Employee does not meet minimum performance requirements in this category.</p> <p>Needs to Improve—Performance must improve for employee to be successful in this category.</p> <p>Meets Requirements—Employee meets performance requirements most of the time.</p> <p>Frequently Exceeds—Employee consistently meets and often exceeds performance requirements.</p> <p>Outstanding—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:						
7. OVERALL PERFORMANCE RATING						

<p>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.</p>	Below Minimum	Needs to Improve	Meets Requirements	Frequently Exceeds	Outstanding
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>			Education: (Examples: advanced degree, additional licenses/ certification, specialized training, etc.) Score 0—5				Experience: (Examples: specific software/equipment, specialized materials/ concepts, industry, etc.) Score 0—5							
Applicant Last Name	Applicant First Name	YSU EMPLOYEE (Y/N)												
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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

**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**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Older Age Child	Up to Age 26 Removal upon End of Month Ages 26—28 Removal upon End of Month (cost of coverage at the employee's expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3-month Deductible Carryover	Not Covered	
Benefit Period Deductible—Single/Family¹	\$250/\$500	\$425/\$950
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible)—Single/Family	\$925/\$1,725	\$2,000/\$4,000
Total Medical Out-of-Pocket Maximums—(Including Deductible)—Single/Family	\$1,175/\$2,225	\$2,425/\$4,950
Maximum Out-of-Pocket (MOOP)⁵ Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	Does not apply
Physician/Office Services		
Office Visit (Illness/Injury)^{2,5}	\$15 copay, then 100%	70% after deductible
Urgent Care Office Visit^{2,5}	\$15 copay, then 100%	70% after deductible
Advanced Practicing Nurse/Office Visit^{2,5}	\$10 copay, then 100%	70% after deductible
All Immunizations—Medically Necessary	90% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	70% after deductible
Routine Physical Exams (Age 21 and over)	100%	70% after deductible
Well-Child Care Services including Exams, Well-Child Care Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible
Routine X-rays, Labs and Medical Tests	100%	70% after deductible
Routine Colonoscopy	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine PSA Test	100%	70% after deductible
Routine Vision Exam (One per benefit period)	100%	70% after deductible
Routine Hearing Exam (One per benefit period)	100%	70% after deductible

Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy & Occupational Therapy— Facility and Professional (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 ^{4,5}	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity Services	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible
Human Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance Services includes Air	90% after deductible	70% after deductible
Durable Medical Equipment / Medical Supplies	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice Services	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Weight Loss Services (including complications from weight loss surgical services)	90% after deductible	70% after deductible
Mental Health and Substance Abuse—Federal Mental Health Parity		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		

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.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

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

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

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

Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Older Age Child	Up to Age 26 Removal upon End of Month Ages 26–28 Removal upon End of Month (cost of coverage at the employee’s expense)	
Pre-Existing Condition Waiting Period	Not Applicable	
Blood Pint Deductible	0 pints	
Overall Annual Benefit Period Maximum	Unlimited	
3-month Deductible Carryover	Not Covered	
Benefit Period Deductible—Single/Family [†]	\$350/\$700	\$1,600/\$3,200
Coinsurance	85%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible)—Single/Family	\$1,000/\$2,000	Eliminated
Total Medical Out-of-Pocket Maximums— (Including Deductible)—Single/Family	\$1,350/\$2,700	Does not apply
—Maximum Out-of-Pocket (MOOP) ⁵ Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family	\$6,600 / \$13,200	\$8,600/\$16,000

Physician/Office Services;		
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) ^{2,5}	\$20 copay, then 100%	60% after deductible
Urgent Care Office Visit ^{2,5}	\$20 copay, then 100%	60% after deductible
Advanced Practicing Nurse/Primary Care Office Visit ^{2,5}	\$15 copay, then 100%	60% after deductible
All Immunizations — Medically Necessary	85% after deductible	60% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	60% after deductible
Routine Physical Exams (Age 21 and over)	100%	60% after deductible
Well Child Care Services including Exams; Well Child Care Immunizations and Laboratory Tests (To age 21)	100%	60% after deductible
Routine X rays, Labs and Medical Tests	100%	60% after deductible
Routine Colonoscopy	100%	60% after deductible
Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine PSA Test	100%	60% after deductible
Routine Vision Exam (One per benefit period)	100%	60% after deductible
Routine Hearing Exam (One per benefit period)	100%	60% after deductible
Outpatient Services		
Surgical Services	85% after deductible	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 ^{4,5}	\$200 copay, then 100% Waived if admitted	
Non-Emergency use of an Emergency Room	85% after deductible	60% after deductible
Inpatient Facility		
Semi-Private Room and Board	85% after deductible	60% after deductible
Maternity Services	85% after deductible	60% after deductible
Skilled Nursing Facility	85% after deductible	60% after deductible
Human Organ Transplants	85% after deductible	60% after deductible
Additional Services		
Allergy Testing	85% after deductible	60% after deductible
Allergy Treatments	85% after deductible	60% after deductible
Ambulance Services includes Air	85% after deductible	60% after deductible
Durable Medical Equipment / Medical Supplies	85% after deductible	60% after deductible
Home Healthcare	85% after deductible	60% after deductible
Hospice Services	85% after deductible	60% after deductible

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

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.~~

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of “A” or “B” in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

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

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

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

<u>Benefits</u>	<u>Network</u>	<u>Non-Network</u>
<u>Benefit Period</u>	<u>January 1st through December 31st</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/Family¹</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)⁵ Including deductible, Coinsurance Out-of-Pocket Maximums and Copays) Single/Family</u>	<u>\$6600/\$13,200</u>	<u>\$9000/\$16,800</u>
<u>Physician/Office Services:</u>		
<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)²</u>	<u>\$20 copay, then 100%</u>	<u>60% after deductible</u>
<u>Urgent Care Office Visit^{2,5}</u>	<u>\$20 copay, then 100%</u>	<u>60% after deductible</u>
<u>Advanced Practicing Nurse/Primary Care Office Visit^{2,5}</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>	
<u>Preventive Services</u>		
<u>Preventive Services, in accordance with state and federal law³</u>	<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>

Outpatient Services		
<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 & 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^{4,5}</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>
Inpatient Facility		
<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>
Additional Services		
<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>
Mental Health and Substance Abuse – Federal Mental Health Parity		
<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.

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.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

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

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

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) _____

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
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)

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.

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

~~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.~~

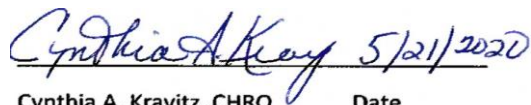
~~8. Upon expiration of this MOU, all terms and conditions of employment for ACE bargaining unit employees will return to the terms and conditions specified in the CBA.~~

~~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

LETTER OF UNDERSTANDING
BETWEEN THE ASSOCIATION OF CLASSIFIED EMPLOYEES AND
YOUNGSTOWN STATE UNIVERSITY

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-**

**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-**

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
~~Minor Revision: July 2023~~
 Board Committee: University Affairs
Effective Date: ~~June 6, 2019~~ September 20, 2023
 Next Review: ~~2024~~ 2028

- (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.

~~(4)~~(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) ~~Whenever possible, openings~~ 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 ~~is not required to utilize search committees or may use~~ search waivers ~~when 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) All hiring decisions will be coordinated with the office of equal opportunity to assure compliance with the university's affirmative action plan and hiring goals.~~

~~(5)~~(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.

~~(6)~~(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 ~~his/her~~their assistant coaches at ~~his/her~~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-**



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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY	SEPARATION TYPE
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY	SEPARATION TYPE
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**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY	SEPARATION TYPE
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

EMPLOYEE NAME	EMPLOYEE TYPE/ PREVIOUS EMPLOYEE TYPE	NEW POSITION TITLE/ PREVIOUS POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
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**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY	SEPARATION TYPE
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
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**

EMPLOYEE NAME	NEW EMPLOYEE TYPE / PREVIOUS EMPLOYEE TYPE	NEW POSITION TITLE/ PREVIOUS POSITION TITLE	NEW DEPARTMENT/ PREVIOUS DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
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**

EMPLOYEE NAME	EMPLOYEE TYPE / PREVIOUS EMPLOYEE TYPE	NEW POSITION TITLE / PREVIOUS POSITION TITLE	NEW DEPARTMENT/ PREVIOUS DEPARTMENT	CONTRACT APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
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**

EMPLOYEE NAME	EMPLOYEE TYPE / PREVIOUS EMPLOYEE TYPE	NEW POSITION TITLE / PREVIOUS POSITION TITLE	NEW DEPARTMENT / PREVIOUS DEPARTMENT	CONTRACT APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
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**

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT / APPOINTMENT DATES	NEW FTE	NEW SALARY	OLD FTE	PREVIOUS SALARY
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	DATE OF SEPARATION	FTE	SALARY	TYPE OF SEPARATION
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE	NEW SALARY	OLD FTE	PREVIOUS SALARY
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

EMPLOYEE NAME	NEW EMPLOYEE TYPE / OLD EMPLOYEE TYPE	NEW POSITION TITLE / OLD POSITION TITLE	NEW DEPARTMENT / OLD DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE / OLD FTE	NEW SALARY	PREVIOUS SALARY
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

EMPLOYEE NAME	NEW EMPLOYEE TYPE / OLD EMPLOYEE TYPE	NEW POSITION TITLE / OLD POSITION TITLE	DEPARTMENT	CONTRACT / APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
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

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE	NEW SALARY	PREVIOUS SALARY
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

Office of Human Resources Update September 2023

Benefits, Wellness, Training and Development

The 2023 Employee Benefits Fair will be held in Kilcawley Center in the President's Suite on September 19 and September 20. All YSU healthcare and retirement service providers were invited to attend. Vendors offer scheduling options to employee who are unable to attend the benefits fair.

Fall 2023 Wellness Events

- Battle of the Birds 2023 University Challenge – Walking Challenge; September 12 through October 10; YSU vs. Miami University
- Impact Solutions Live Monthly Webinars
- On-Going Health and Wellness Webinars
- PNC Financial Webinars
- Wondr Weight Loss Program

Human Resources Operations (Employment, Organizational Development, Compensation and Classification, HRIS)

Human Resources Operations and Information Technology (IT) have completed the transition to the NEOED workforce management platform for faculty, professional administrative, and classified position posting and recruitment, hiring, onboarding, and offboarding employees. Performance evaluations have also been implemented in NEOED for professional administrative and classified staff. Current work in the NEOED system involves system updates and creating and releasing electronic form workflows to streamline and improve employee processes.

Additionally, in conjunction with the Office of Academic Affairs, the Office of Human Resources has implemented new electronic processes in Faculty Success by Watermark to manage the processes for: pre-tenure review, tenure with promotion, promotion, research professorships, sabbatical and faculty improvement leave. Performance evaluations for faculty in the Faculty Success by Watermark System are currently being developed and finalized.

Equal Opportunity and Title IX

Molly O'Malley will return to YSU on September 18, 2023, as the Associate Director for Equal Opportunity and Title IX Coordinator after an exhaustive eight-month search.

The United States Department of Education has advised that the new Title IX Regulations will issue in October 2023 and institutions will have ninety (90) days to implement new policies and procedures.

Labor and Employee Relations

Current as of 8/14/2023

ACE:

Step 3 Grievance #/Date Filed	Subject Matter/Issue	Date Heard	Disposition of Grievance
#771 2/15/2023	Classification Plan (replica of #754, filed on October 17, 2018)	2/27/2023	Grievance #771 denied at Step 3 on March 31, 2023. Step 3 denial amended on April 1, 2023. ACE moved Grievance #771 to Step 4 on April 13, 2023. On June 8, 2023, ACE indicates that it will not appeal #771 further.
#773 6/23/2023	Overtime Rosters. Individual grievance filed by Connie Kolarik.	Step 1 Hearing 6/29/2023.	Denied at Step 1 on July 11, 2023. Denied at Step 2 on August 4, 2023 (no hearing required). In process of scheduling Step 3 hearing.

Currently in labor negotiations with ACE.

FOP:

Step 3 Grievance #/Date Filed	Subject Matter/Issue	Date Heard	Disposition of Grievance
#79 3/7/2023	Kevin Chapel Compensatory Time	3/26/2023	Denied at Step 2 on April 21, 2023. Denied at Step 3 on April 27, 2023. Grievance settled and withdrawn on May 27, 2023.
#80 6/5/2023	Service Time for Vacation Accruals Rendin Fellows		Investigating grievance issue and attempting to settle.
#81 6/26/2023	Hold Over/Force Out Terry Round	7/7/2023	Grievance granted on 7/10/2023
#82 7/18/2023	Hold Over/Force Out Chelsea Wolfe	7/24/2023	Grievance denied at Step 1 on 7/26/2023. Attempting to settle.

YSU/OEA:

Step 2 Grievance #/Date Filed	Subject Matter/Issue	Date Heard	Disposition of Grievance
#397 5/12/2023	Rebecca Curnalia (Workload Pay)	7/27/2023	Denied at Step 2 on June 9, 2023. Faculty has moved the grievance to arbitration. Attempting to settle.

APAS:

No activity.

EMPLOYMENT INTO CATEGORY	AAP EMPLOYMENT CATEGORIES	SEPARATIONS FROM CATEGORY
<p>Employment into: 2</p> <p>50% Minority 50% Female</p>	<p><u>Category 1: Executive, Administrative, Managerial</u></p> <p>Total Group: 183 5.4% Minority 49.1% Female</p>	<p>Separations from: 1</p> <p>0% Minority 0% Female</p>
<p>Employment into: 1</p> <p>0% Minority 0% Female</p>	<p><u>Category 2: Faculty</u></p> <p>Total Group: 951 14.6% Minority 52.6% Female</p>	<p>Separations from: 9</p> <p>11.1% Minority 55.5% Female</p>
<p>Employment into: 13</p> <p>23.0% Minority 38.4% Female</p>	<p><u>Category 3: Professional /Non Faculty</u></p> <p>Total Group: 377 15.9% Minority 49.3% Female</p>	<p>Separations from: 3</p> <p>0% Minority 100% Female</p>
<p>Employment into: 5</p> <p>20.0% Minority 100% Female</p>	<p><u>Category 4: Clerical/Secretary</u></p> <p>Total Group: 134 12.6% Minority 89.5% Female</p>	<p>Separations from: 0</p> <p>0% Minority 0% Female</p>

<p>Employment into: 0</p> <p>0% Minority 0% Female</p>	<p><u>Category 5: Technical/ Paraprofessional</u></p> <p>Total Group: 44 17.7% Minority 25.0% Female</p>	<p>Separations from: 1</p> <p>0% Minority 100% Female</p>
<p>Employment into: 0</p> <p>0% Minority 0% Female</p>	<p><u>Category 6: Skilled Craft</u></p> <p>Total Group: 7 0% Minority 14.2 % Female</p>	<p>Separations from: 0</p> <p>0% Minority 0% Female</p>
<p>Employment into: 9</p> <p>33.3% Minority 45.5% Female</p>	<p><u>Category 7: Service/Maintenance/ Instruction</u></p> <p>Total Group: 177 18.6% Minority 23.7% Female</p>	<p>Separations from: 0</p> <p>0% Minority 0% Female</p>

Current Postings 8/28/2023

<u>Full-time Faculty</u>		
<u>Job Title</u>	<u>Division</u>	<u>Department/Major</u>
Assistant Professor, Primary Education/Primary Intervention Specialist (Tenure Track)	Academic Affairs	Teacher Education
Lecturer, Mathematics and Statistics (Term)	Academic Affairs	Mathematics & Statistics
Lecturer, Geology and Environmental Science (Term)	Academic Affairs	Geology & Environmental Studies
Lecturer, Computer Engineering Computer Science and Information Systems (Term)	Academic Affairs	Computer Science & Info Systems
Assistant or Associate Professor, Marketing (Tenure-Track)	Academic Affairs	Marketing
Lecturer, Centofanti School of Nursing (Term)	Academic Affairs	Nursing
Assistant Professor, Graphic & Interactive Design Art (Tenure-Track)	Academic Affairs	Art
Assistant Professor, Exercise Science Kinesiology and Sport Science (Tenure-Track)	Academic Affairs	Kinesiology and Sport Science
Lecturer, Family Nurse Practitioner - Nursing (Term)	Academic Affairs	Nursing
Lecturer, Special Education Teacher Education (Term)	Academic Affairs	Teacher Education
<u>Part-time Faculty</u>		
<u>Job Title</u>	<u>Division</u>	<u>Department/Major</u>
Part-time Faculty, Photography	Academic Affairs	Art
Part-time Faculty, Electrical and Computer Engineering	Academic Affairs	Electrical Engineering
Part-time Faculty, Art History	Academic Affairs	Art
Part-time Faculty, Social Work	Academic Affairs	Social Work
Part-time Faculty, Social Work - Lakeland & Lorain CC Campuses	Academic Affairs	Social Work
Part-time Faculty, Industrial Engineering	Academic Affairs	Mechanical Engineering
Part-time Faculty, Mechanical Engineering	Academic Affairs	Mechanical Engineering
Part-time Faculty, Computer Science and Information Systems	Academic Affairs	Computer Science & Info Systems
Part-time Faculty, Civil, Environmental and Chemical Engineering	Academic Affairs	Civil Environmental & Chemical Engr
Part-time Faculty, Chemistry	Academic Affairs	Chemistry
Part-time Faculty, Chemistry Lab	Academic Affairs	Chemistry
Part-time Faculty, Visual Arts Foundations	Academic Affairs	Art

Current Postings 8/28/2023

<u>Part-time Faculty Continued</u>		
<u>Job Title</u>	<u>Division</u>	<u>Department/Major</u>
Part-time Faculty, Communication -Journalism/Telecommunication Studies	Academic Affairs	Communication
Part-time Faculty, Merchandising - Fashion and Interiors	Academic Affairs	Hospitality Mgt & Merchandising
Part-time Faculty, Chemical Engineering	Academic Affairs	Civil Environmental & Chemical Engr
Part-time Faculty, Criminal Justice	Academic Affairs	Criminal Justice
Part-time Faculty, Hospitality Management	Academic Affairs	Hospitality Mgt & Merchandising
Part-time Faculty, English Composition	Academic Affairs	English
Part-time Faculty, Philosophy	Academic Affairs	Philosophy & Religious Studies
Part-time Faculty, Forensic Sciences	Academic Affairs	Forensic Science
Part-time Faculty, Humanities and Social Sciences - Political Science	Academic Affairs	Politics and International Relation
Part-time Faculty, Respiratory Care	Academic Affairs	Health Professions
Part-time Faculty, Mathematics and Statistics	Academic Affairs	Mathematics & Statistics
Part-time Faculty, Politics and International Relations	Academic Affairs	Politics and International Relation
Part-time Faculty, Nursing - Graduate	Academic Affairs	Nursing
Part-time Faculty, Nurse Practitioner (Online)	Academic Affairs	Nursing
Part-time Faculty, Health Professions - Dental Hygiene	Academic Affairs	Health Professions
Part-time Faculty, Medical Laboratory Programs	Academic Affairs	Health Professions
Part-time Faculty, Public Health	Academic Affairs	Health Professions
Part-time Faculty, History	Academic Affairs	History
Part-time Faculty, Marketing	Academic Affairs	Marketing
Part-time Faculty, Mathematics	Academic Affairs	Mathematics & Statistics
Part-time Faculty, Nursing Clinical	Academic Affairs	Nursing
Part-time Faculty, Electrical Engineering Technology	Academic Affairs	School of Technology
Part-time Faculty, Civil and Construction Engineering Technology	Academic Affairs	School of Technology
Part-time Faculty, Teacher Education (Graduate Courses)	Academic Affairs	Teacher Education
Part-time Faculty, Director of Dana Gospel Choir	Academic Affairs	Dana School of Music
Part-time Faculty, Dana School of Music	Academic Affairs	Dana School of Music
Part-time Faculty, Pharmacology for Nurse Anesthetist Students	Academic Affairs	Nursing
Part-time Faculty, Physical Therapy	Academic Affairs	Physical Therapy

Current Postings 8/28/2023

<u>Part-time Faculty Continued</u>		
<u>Job Title</u>	<u>Division</u>	<u>Department/Major</u>
Part-time Faculty, Visual Arts	Academic Affairs	Art
Part-time Faculty, Graphic Design	Academic Affairs	Art
Part-time Faculty, Mechanical Engineering Technology	Academic Affairs	School of Technology
Part-time Faculty, Environmental Science	Academic Affairs	Geology & Environmental Studies
Part-time Faculty, PAGES - Geology	Academic Affairs	Geology & Environmental Studies
Part-time Faculty, Honors	Academic Affairs	Honors College
Part-time Faculty, Medical Practices	Academic Affairs	Honors College
Part-time Faculty, Physics	Academic Affairs	Physics & Astronomy
Part-time Faculty, Anatomy and Physiology	Academic Affairs	Biology
Part-time Faculty, Plant Biology	Academic Affairs	Biology
Part-Time Faculty, Psychology	Academic Affairs	Psychological Sciences & Counseling
Part-Time Faculty, Counseling and School Psychology	Academic Affairs	Psychological Sciences & Counseling
Part-time Faculty, Early Childhood Education/Early Childhood Intervention Specialist	Academic Affairs	Teacher Ed & Leadership Studies
Part-Time Faculty, Special Education	Academic Affairs	Teacher Ed & Leadership Studies
Part-time Faculty, Middle Childhood Education	Academic Affairs	Teacher Ed & Leadership Studies
Part-time Faculty, Adolescent/Young Adult Education	Academic Affairs	Teacher Ed & Leadership Studies
Part-time Faculty, Literacy Education	Academic Affairs	Teacher Ed & Leadership Studies
Part-time Faculty, Theatre and Dance Performance	Academic Affairs	Theater and Dance
Part-time Faculty, Health Professions - Kinesiology and Sport Science	Academic Affairs	Kinesiology and Sport Science
Part-time Faculty, Dietetics Program (Undergraduate)	Academic Affairs	Health Professions
Part-time Faculty, Physical Therapy - Pediatrics	Academic Affairs	Physical Therapy
Part-time Faculty, World Languages	Academic Affairs	English
Part-time Faculty, Geography	Academic Affairs	Geography
Part-time Faculty, Humanities and Social Sciences - Anthropology	Academic Affairs	Sociology & Anthropology
Part-time Faculty, Teacher Education (Undergraduate Courses)	Academic Affairs	Teacher Education
Part-time Faculty, Reading & Study Skills	Academic Affairs	Reading & Study Skills
Part-time Faculty, First Year Student Services	Academic Affairs	Student Success
Part-time Faculty, Management Undergraduate Courses	Academic Affairs	Management
Part-time Faculty, Management	Academic Affairs	Management

Current Postings 8/28/2023

<u>Professional Administrative</u>		
<u>Job Title</u>	<u>Division</u>	<u>Department</u>
Senior Research Scientist, Advanced Manufacturing	Workforce Education & Innovation	Excellence Training Center
University Architect	Finance & Business Operations	Facilities Maintenance
Manager, Customer Service and Special Programs	Student Affairs & Inst Effectiveness	Track - Women's
Coordinator, Regional Admissions (10 month)	Student Affairs & Inst Effectiveness	Undergraduate Admissions
Associate Director, Marketing and Communications	Workforce Education & Innovation	Center for Workforce Educ & Innov
Instruction Specialist	Academic Affairs	Rich Center for Autism
Technology Trainer	Finance & Business Operations	IT Training Services
Business Systems Administrator	Finance & Business Operations	IT Data Analytics
Financial Aid Counselor	Student Affairs & Inst Effectiveness	Financial Aid and Scholarships
Coordinator, Continuous Improvement	Academic Affairs	Institute for Teaching & Learning
Assistant Director	Student Affairs & Inst Effectiveness	WYSU - FM
Coordinator, Regional Admissions	Student Affairs & Inst Effectiveness	Undergraduate Admissions
Budget Administrator	Workforce Education & Innovation	Center for Workforce Educ & Innov
Director, International Studies and Programs	Student Affairs & Inst Effectiveness	International Programs Office
Associate Director, Apartment Living	Student Affairs & Inst Effectiveness	University Courtyard
Assistant Director, Apartment Living	Student Affairs & Inst Effectiveness	University Courtyard
Coordinator, Apartment Living	Student Affairs & Inst Effectiveness	University Courtyard
Technical Director, Advanced Manufacturing and Facilities Engineering	Workforce Education & Innovation	Excellence Training Center
Manager, Building Services	Finance & Business Operations	Janitorial Services
Coordinator, Theatrical Production and Facilities Support	Academic Affairs	Theater and Dance
Coordinator, Nursing Clinical Experiences	Academic Affairs	Nursing
Director and Chief Information Security Officer (CISO)	Finance & Business Operations	IT Security Services
Assistant Coach, Track and Field Throws	President	Track-Women's
Head Coach, Men's Tennis	President	Tennis

Current Postings 8/28/2023

<u>Classified</u>		
<u>Job Title</u>	<u>Division</u>	<u>Department</u>
Print Specialist	Finance & Business Operations	Printing Services
Technology Support Technician 1	Finance & Business Operations	IT Customer Services
Police Officer 1	Finance & Business Operations	YSU Police
Boiler Technician	Finance & Business Operations	Facilities Maintenance
Building Maintenance Supervisor, Courtyard Apartments	Finance & Business Operations	Facilities Maintenance
Maintenance Repair Worker 2, Courtyard Apartments	Finance & Business Operations	Facilities Maintenance
Academic Operations Specialist 3	Academic Affairs	Dean Cliffe College of Creative Arts
Business Operations Specialist 2	Academic Affairs	Dean - STEM
Customer Service Assistant 2	Student Affairs & Inst Effectiveness	Undergraduate Admissions
Academic Operations Specialist 2	Academic Affairs	Dean BCLASSE
Business Operations Specialist 1	Academic Affairs	Health Professions
Academic Operations Specialist 2	Academic Affairs	Dean Bitonte Col Health & Human
Data Administration Specialist 1	Student Affairs & Inst Effectiveness	Alumni Engagement
Accountant/Examiner 3	Finance & Business Operations	University Bursar
Academic Operations Specialist 2, Department of Art	Academic Affairs	Dean Cliffe College of Creative Arts
<u>Unclassified</u>		
<u>Job Title</u>	<u>Division</u>	<u>Department</u>
Activity Leader - Multiple Locations	Academic Affairs	Community Engagement



SUMMARY OF PERSONNEL ACTIONS

Classified Employees

04/16/2023 through 07/15/2023

Separations – 9

- Classified Civil Service – 8
- FOP Excluded – 1

Appointments – 7

- Classified Civil Service – 3
- Classified Excluded – 1
- Externally Funded – 3

Reclassifications/Position Adjustments – 3

- Classified Civil Service – 3

Promotions – 1

- FOP – 1

Salary Adjustments – 5

- Classified Civil Service – 5

Transfers – 2

- Classified Civil Service – 2

YOUNGSTOWN STATE UNIVERSITY
CLASSIFIED EMPLOYEE
PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023
SEPARATIONS

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT / APPOINTMENT DATES	FTE	SALARY	SEPARATION TYPE
Aliberti, Darlene	ACE	Academic Ops Specialist 1	Dean Bitonte College of Health & Human Services	4/21/2023	1.00	\$ 37,336.00	Resign
Brandenstein, Gerald	ACE	Technology Support Technician 2	IT Customer Services	5/31/2023	1.00	\$ 91,083.20	Retire
Caputo, Jayne	ACE	Data Admin Specialist 2	Registration & Records	6/9/2023	1.00	\$ 90,812.80	Retire
Hanlon, Jolie	ACE	Library Assistant	Maag Library	5/12/2023	1.00	\$ 31,657.60	Resign
Kennedy, Michael	ACE	Boiler Technician	Facilities Maintenance	4/28/2023	1.00	\$ 59,092.80	Resign
Kovalscik, Stephen	ACE	Business Operations Specialist 2	College Access and Transition	5/12/2023	1.00	\$ 31,782.40	Resign
Ritchie, Rick	ACE	Accountant Examiner 3	University Bursar	4/30/2023	1.00	\$ 45,364.80	Retire
Rupert, Sylvia	ACE	Business Ops Specialist 1	Dean - STEM	7/7/2023	1.00	\$ 55,577.60	Retire
Rafferty, William	FOP Excluded	Police Officer 2	YSU Police	6/15/2023	0.25	\$ 23,961.60	Resign

YOUNGSTOWN STATE UNIVERSITY
CLASSIFIED EMPLOYEE
PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023
APPOINTMENTS

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	FTE	SALARY
Lites, Chynna	ACE	Academic Operations Specialist 2	Dean Cliffe College of CreativeArts	6/20/2023	1.00	\$ 31,782.40
Lopez, Jonathan	ACE	Custodial Technician 2	Janitorial Services	6/18/2023	1.00	\$ 28,766.40
Vitullo, Sherry	ACE	Academic Ops Specialist 2	Computer Science & Info Systems	5/22/2023	1.00	\$ 31,782.40
Marsico, Kimberly	Excluded	Intermittent Academic Operations Specialist 1	Dean-College of Graduate Studies	5/1/2023	0.25	\$ 21,673.60
Buchenic, Rebecca	Externally Funded	Temporary Site Coordinator	Community Engagement	5/21/2023	0.65	\$ 21,840.00
Carter, Madisyn	Externally Funded	Academic Leader	Community Engagement	6/7/2023	0.40	\$ 20,800.00
Jones, Alyssa	Externally Funded	Academic Leader	Community Engagement	6/8/2023	0.40	\$ 20,800.00

YOUNGSTOWN STATE UNIVERSITY
CLASSIFIED EMPLOYEE
PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023
RECLASSIFICATIONS/POSITION ADJUSTMENTS

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	APPOINTMENT DATES	NEW FTE /OLD FTE	NEW SALARY	PREVIOUS SALARY
Cerimele, Richard	ACE	Groundskeeper 2/ Groundskeeper 3	Grounds	5/1/2023	1.00	\$ 34,049.60	\$ 37,440.00
Devore, Lisa	ACE	Academic Operations Specialist 2/ Academic Operations Specialist 1	Chemical & Biological Sciences	6/4/2023	1.00	\$ 45,136.00	\$ 42,993.60
Kolarik, Connie	ACE	Electrician 2/ Electrician 1	Facilities Maintenance	6/18/2023	1.00	\$ 48,318.40	\$ 46,009.60

YOUNGSTOWN STATE UNIVERSITY
CLASSIFIED EMPLOYEE
PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023
PROMOTIONS

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
Mehley, Mark	FOP	University Police Sergeant/ Police Officer 2	YSU Police	7/2/2023	1.00	\$ 67,828.80	\$ 54,288.00

YOUNGSTOWN STATE UNIVERSITY
CLASSIFIED EMPLOYEE
PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023
SALARY ADJUSTMENTS

EMPLOYEE NAME	EMPLOYEE TYPE	POSITION TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	NEW FTE	NEW SALARY	OLD FTE	PREVIOUS SALARY
Dye, Christopher	ACE	Boiler Technician	Central Utility Plant & Distr	6/18/2023	1.00	\$ 56,700.80	1.00	\$55,848.00
Herbert, Sallee	ACE	Business Operations Specialist 2	Kilcawley Center	5/21/2023	1.00	\$ 33,072.00	1.00	\$32,572.80
Kelly, Melissa	ACE	Customer Service Assistant 2	Financial Aid and Scholarships	5/21/2023	1.00	\$ 28,662.40	1.00	\$28,225.60
Montgomery, Hunter	ACE	Information Security Tech 1	IT Security Services	7/2/2023	1.00	\$ 46,758.40	1.00	\$46,072.00
Pezzuto, Lori	ACE	Accountant 3	Controller's Office	4/23/2023	1.00	\$ 37,856.00	1.00	\$37,315.20

YOUNGSTOWN STATE UNIVERSITY
CLASSIFIED EMPLOYEE
PERSONNEL ACTIONS 4/16/2023 THROUGH 7/15/2023
TRANSFERS

EMPLOYEE NAME	EMPLOYEE TYPE	NEW POSITION TITLE/ OLD POSITION TITLE	NEW DEPARTMENT/ OLD DEPARTMENT	APPOINTMENT DATES	FTE	NEW SALARY	PREVIOUS SALARY
Massaro, Cheryl	ACE	Academic Ops Specialist 3	Dean Bitonte College of Health & Human Services/Dean Cliffe College of Creative Arts	5/21/2023	1.00	\$ 48,526.40	\$ 48,526.40
O'Neill, Susan	ACE	Academic Ops Specialist 1	Dean Bitonte College of Health & Human Services/ Dean Beeghly College of Liberal Arts, Social Sciences & Education	5/21/2023	1.00	\$ 48,193.60	\$ 48,193.60



SUMMARY OF PERSONNEL ACTIONS

Supplemental Pay Assignments

General/Restricted Funds

4/16/2023 through 7/15/2023

Supplemental Pay Assignments – 27

- Professional Administrative Staff – 7
- Professional Administrative Excluded – 3
- Professional Administrative Externally Funded – 2
- Full-time Faculty – 13
- Part-time Faculty – 2

**YOUNGSTOWN STATE UNIVERSITY
SUPPLEMENTAL PAY ASSIGNMENTS
04/16/2023 - 07/15/2023
GENERAL/RESTRICTED FUNDS**

LAST NAME	FIRST NAME	EMPLOYMENT TYPE	ORIGINATING DEPARTMENT	RECEIVED IN HR	DATES DUTIES PERFORMED	PAYMENT AMOUNT
Tervo	Kellie	APAS	BCHHS Dean's Office	04/19/23	03/01/23-03/17/23	\$500.00
Cody	Kathy	APAS	College of Grad Studies	04/25/23	05/01/23-07/01/23	\$2,024.90
Forchione	Robert	APAS	ITS Applications	05/07/23	06/01/23-05/31/24	\$6,600.00
Bowser	Presley	APAS	Sokolov Honors College	05/09/23	05/09/23-06/30/23	\$1,186.00
Jones-Canter	Jessie	APAS	Student Success	06/09/23	06/12/23-06/30/23	\$400.00
Cody	Kathy	APAS	College of Graduate Studies	07/05/23	07/03/23 -09/02/23	\$2,107.80
Ware	Jomont	APAS	Honors College	07/05/23	08/01/23-07/31/24	\$6,000.00
Sanders	Bishop	Excluded	Sokolov Honors College	05/11/23	05/15/23-06/30/23	\$1,026.90
Seitz	Julie	Excluded	Student Success	06/07/23	06/12/23-06/30/23	\$400.00
Reagan	Kelsey	Excluded	Athletics - Swimming	06/29/23	06/10/23-12/10/23	\$13,664.80
Corpa	Joseph	Externally Funded	Rich Center for Autism	07/06/23	07/16/23-06/15/24	\$4,500.00
Candel	Anthony	Externally Funded	Rich Center for Autism	07/06/23	07/16/23-06/15/24	\$2,500.00
Butler	Michael	Full-time Faculty	Dana School of Music	05/07/23	01/09/23-04/28/23	\$5,000.00
Flinn	Barbara	Full-time Faculty	English and World Languages	05/10/23	05/15/23-08/31/23	\$3,250.00
Conti Maravillas	Maria	Full-time Faculty	English and World Languages	05/10/23	05/01/23-08/31/23	\$6,750.00
Mucci	Rose	Full-time Faculty	Nursing	05/15/23	10/11/22-02/24/23	\$5,060.00
Class	Danielle	Full-time Faculty	Nursing	05/15/23	10/11/22-02/24/23	\$5,060.00
McKay	Eiryn	Full-time Faculty	Nursing	05/15/23	10/11/22-02/24/23	\$5,060.00
O'Dell	Matt	Full-time Faculty	Grad Studies Health Rehab Studies	05/25/23	01/09/23-05/05/23	\$1,440.00
Matanin	Marcia	Full-time Faculty	Teacher Ed & Leadership Studies	06/27/23	06/10/23-06/24/23	\$700.00
Mercer	Jacklynn	Full-time Faculty	English and World Languages	06/28/23	05/22/23-06/15/23	\$6,750.00
Pontikos	Michael	Full-time Faculty	Marketing (WCBA)	06/28/23	05/22/23-06/15/23	\$6,750.00
Woods	Sherri	Full-time Faculty	Social Work	06/30/23	05/11/23-05/23/23	\$1,000.00
Hoon Choi	Jeong	Full-time Faculty	Management	07/06/23	05/14/23-08/06/23	\$7,000.00
DeSantis	John	Full-time Faculty	Rayen School of Engineering	06/30/23	07/17/23-08/16/23	\$8,388.88
Robb	Elizabeth	Part-time Faculty	Student Success	04/17/23	04/17/23-05/01/23	\$400.00
Pieren	Jennifer	Part-time Faculty	BCHHS Dean's Office	05/25/23	05/08/23-07/07/23	\$1,800.00



TO: Board of Trustees, Youngstown State University
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FROM: Dana Lantz, Director Equal Opportunity, Policy Development & Title IX

RE: 3356-2-04 Search waivers for hiring of faculty and professional/administrative staff report pursuant to (F)(6) for the September 2023 Board of Trustees Meeting

Below please find the report information as required by 3356-2-04 Search waivers for hiring of faculty and professional/administrative staff pursuant to section (F)(6). The information contained herein consists of search waivers approved during the time period beginning April 16, 2023, through and including July 15, 2023.

Date approved: June 1, 2023
Requestor: Jeanne Herman
Department: Office of the registrar
Position: University Registrar
Candidate: Tysa Egleton
Start date: July 1, 2023
Race/Gender: 2 or more/ Female
Rationale: "The Office of the Registrar serves a critical role in the business of the University. Tysa has been essential in the planning, implementing and assessing all of the operations. She has first-hand knowledge, experience, and proven success. Tysa has also developed solid relationships with key stakeholders across the University. She has the preferred qualifications for the position in addition to the knowledge and understanding of our policies and practices."

YEARS of SERVICE RECOGNITION

1/1/2023 – 12/31/2023

35 Years of Service

Anne Lally – Student Counseling Services 6/6/2023
Kathy Leeper – Kilcawley Center 4/12/2023
Danny O'Connell – Parking Services 8/1/2023

30 Years of Service

Edward Budde – Biological Sciences 9/17/2023
Craig Campbell – Geog & Urban-Regional Studies 9/15/2023
Richard Delisio – WCBA 5/11/2023*
David Ewing – Grounds 7/20/2023
John Jackson – Chemistry 9/15/2023
Christopher Krummel – Dana School of Music 9/15/2023
Marcia Matanin – Teacher Education 1/4/2023
Anita O'Mellan – Mathematics & Statistics 9/15/2023
John Sullins – Computer Science & Info Systems 9/15/2023

25 Years of Service

Rich Conway – Grounds 9/8/2023
James Hall – Sports Information 7/1/2023
Kay Helscel – Facilities Office 3/29/2023
Maggie McClendon – Undergrad Admissions 7/20/2023
Nancy O'Hara – Accounting & Finance 10/19/2023
Stephanie Smith – Art 9/15/2023
James Stanger – Financial Aid & Scholarships 8/17/2023

20 Years of Service

Michael Beverly – Resch Academic Success Ctr 10/27/2023
Huaiyu Peter Chen – Accounting & Finance 8/16/2023
Niki Cole – BCLASSE 8/27/2023
Maureen Drabison – IT Application Services 11/10/2023
Rangamohan Eunni – Management/Marketing 8/16/2023
Timothy Francisco – English 8/16/2023
Jill Gifford – Biological Sciences 8/16/2023
Thomas Guerrieri – Facilities Office 11/24/2023
John Hazy – Criminal Justice & Consumer Sci 8/21/2023
Christine Hubert – Undergrad Admissions 10/20/2023
Ken Learman – Grad Studies-Hlth & Rehab Svcs 1/3/2023
Joseph Palardy – Economics 8/16/2023
Steve Richards – STEM 2/18/2023
Cynthia Shields – Nursing 1/2/2023
David Simonelli – History 8/18/2023
Michele Thomas – Financial Aid & Scholarships 3/3/2023
Cynthia Vigliotti – English 8/16/2023
Cary Wecht – Communication 8/18/2023

10 Years of Service

Mari Alschuler – Social Work 8/14/2023
Diana Awad Scrocco – English 8/14/2023
Snjezana Balaz – Physics & Astronomy 8/14/2023
Laura Beadling – English 8/14/2023
Justin Bettura – IT Security Services 1/22/2023
Erika Campolito – Rich Center for Autism 6/17/2023
Kevin Chapel – YSU Police 6/3/2023
Mary Coller – WCBA 10/14/2023
Bill D'Amico – Undergrad Admissions 10/2/2023
Mary Dota – Jambar 4/3/2023
Robert Gilliland – Computer Sci & Info Sys 8/14/2023
Michael Greco – Resch Academic Success Ctr 6/3/2023
Max Grubb – Communication 8/14/2023
Gloria Harris – Rich Center for Autism 8/19/2023
Becky Jasinski – University Bursar 5/20/2023
Nicole Kent-Strollo – Dean of Students 1/7/2023
Holly Martin – Civil, Environ, & Chem Eng 8/14/2023
Michael Matasy – Facilities Office 3/11/2023
Mark Mehley – YSU Police 6/3/2023
Sara Michaliszyn – BCHHS 8/14/2023
Carrie Miller – First Year Student Services 7/8/2023
Christina O'Connell – WCBA 8/5/2023
Julia Rach – Rich Center for Autism 8/19/2023
Amanda Roby – Health Professions 8/14/2023
Will Rogner – YSU Police 6/3/2023
Matt Rollins – Athletic Facilities & Programs 8/1/2023
Jeremy Schwartz – Accounting & Finance 8/14/2023
Suresh Sharma – Civil, Environ, & Chem Eng 8/14/2023
Suzanne Smith – Health Professions 8/14/2023
Doori Song – Marketing 8/14/2023
Silvia Stefan – Health Professions 8/14/2023
Alycia Sutherin – Controller's Office 7/15/2023
Feng Yu – Computer Science & Info Systems 8/14/2023

*Human Resources 02.13.2023; revised 07.24.2023, 8.3.2023
ldm*

**Retiree/rehire; awards date recalculated*



YOUNGSTOWN
STATE UNIVERSITY

Board of Trustees

Committee Reports

EXECUTIVE SUMMARY

Intercollegiate Athletics: Student-Athlete Programming

Student-athletes had access to over 48 different programming and development opportunities including, but not limited to:

- Education and workshops around topics such as financial management, NIL, brand development, cultural awareness, mental health, and career readiness
- All first year student-athletes enroll in the *FLIGHT* course to support their transition to college and the time demands of being a student-athlete
- Student-Athletes who are in their 3rd or 4th year are also required to enroll in the *LIFE AFTER SPORTS* class to prepare for their next steps after college and the identity transition as their athletic career comes to a close

Intercollegiate Athletics: Academics

- **3.44 cumulative grade point average for all YSU student-athletes**
- **84% attained a semester GPA of 3.00 and a cumulative GPA above 3.00**
- **League leading 167 YSU student-athletes were named to the Horizon League Academic Honor Roll (GPA 3.20)**

Audit Subcommittee:

- In collaboration with Kent State University, YSU's internal auditor (Michelle DiLullo) has completed an audit of the YSU Bursar's office that includes constructive feedback that will be used to enhance Bursar operations, including the development of a new student-friendly format for tuition billing
- This audit, combined with the fact that Kent State University's internal audit director (Sarah Gampo) presented findings to the YSU Audit Subcommittee noted that the KSU-YSU shared-services collaboration is working as intended

Finance & Facilities:

- **YSU ended FY 2023 with a combined fund balance of \$4 million in the general and auxiliary funds. This means that, despite having a structural budget deficit, the university successfully managed spending to ensure a balanced budget last fiscal year**
- **In preparation for the state of Ohio's upcoming FY 2025-26 capital budget, YSU has developed a capital plan that will prioritize the Zoldan Center project by earmarking most of our next state capital appropriation for Zoldan Center construction. This approach will reduce the university's debt burden and make the project financially viable. It will also lessen the funds available for YSU's deferred maintenance backlog in other buildings for which very few capital funds will available during the FY 2025-26 biennium**

Finance & Facilities:

- M-60 Arlington Parking Facility

Provides a total of (171) spaces, including (31) Handicap Accessible spaces on the academic core of campus

Replaces the deteriorated Lincoln Ave Parking Deck

- STEM Science Lab Renovations

Renovated (4) chemistry labs on the 5th and 6th floors of Ward Beecher

- New chemical resistant epoxy flooring
- New suspended ceiling system
- New LED lighting
- Refinish lab benches
- Paint walls, doors, fume hoods

- Utility Distribution Upgrades

Commissioned the donated steam absorption chiller increasing our campus cooling capacity. In this project we optimized our cooling plant operating parameters allowing for increased efficiencies saving the campus approximately \$1,239 daily during peak cooling season.

Increased the campus medium voltage distribution system to the Westinghouse facility allowing for future expansion of our electric grid to Kohli Hall

Housing & Residence Life:

Proposed Rate Changes:

- Increase to the residence hall room and board to the incoming Penguin Tuition Promise cohort is a response to the national fiscal climate to cover the increase in operating expenses as well as address upgrades and facility maintenance to meet the diverse needs of our students

Fall 2023 Highlights:

- Surpassed the budgeted projected occupancy by 4.3 % illustrating the residence hall experience as the premier housing option for first year students
- Successful implementation of International Student Enrollment and Success strategy has resulted in one out of six students living in the residence halls are an international student with 126 international students living in university housing and 19 returning students from the first implementation of the housing requirement

Effectiveness:

Endorse a Resolution related to the 14th-day Preliminary Enrollment Report

- **This resolution aligns with a requirement of the Collective Bargaining agreement that situates conversations pertaining to the Plan for the Academic Portfolio**
- **Total Enrollment as of 14th Day: 10,993**

Academic Affairs:

- **Working with Academic Partners towards a collaborative marketing effort for 16 undergraduate online programs targeting some college no degree for those 25 years of age and older**
- **Dean of Students and Student Counseling Services moving to third floor DeBartolo Hall where we will expand services through tele-health, additional case managers for underrepresented students and athletes, and expanding the use of counseling and social work interns to aid our students**
- **A new General Education framework that closely aligns with the state requirements was endorsed by Academic Senate with a largely positive vote**

Academic Senate:

This Fall of 2023 , Senate hopes to accomplish three major tasks:

1. New General Education Model

- **Core (8 Courses) plus 4**
- **Discussion of 2nd writing course “Writing in the Disciplines**
- **Discussion on how to use the remaining courses to create a unique and significant experience for students at YSU**

2. Working with SGA, develop and receive approval for a reciprocal document outlining student/administrative responsibilities for student progress

3. Working with Ohio Faculty Council & Ohio Faculty Senate (2yr institutions) to share information across institutions concerning mental health issues on the campuses of Ohio’s state colleges and universities

Student Experience:

Pete Complete Book Program

- **The Program is being explored through the Bookstore Advisory Committee and is as an innovative course material model supporting student outcomes through equitable access, convenience, and affordability. Meetings are scheduled to finalize the program and address concerns before launching in Fall 2024**

Successful completion of 2023 Welcome Week - *Adventure Awaits*

- **Included Camp 1908, Student organization fair, Puppy Palooza, Forest Adventure Block Party, Build a Penguin, Grill and Chill Tailgate, YSU Day Celebration and Scavenger Hunt**
- **Many opportunities for students to make connections, create a sense of belonging and develop institutional pride**

Business Services:

To increase applications:

- **Implemented the Common Application effective for the Fall 2024 semester**
- **Implemented on-line processing of applications to the Honors College and BaccMed Programs which also optimized the student experience**
- **Implemented an enhanced credentials and transcript up-load process for school counselors. This change resulted in an increase to the percentage of applicants we admitted**
- **Optimized the messaging capabilities of CRM Recruit to increase credential/transcript submission success as well as to increase the number of students who register for Orientation and ultimately matriculate to YSU**

University Relations:

- **Modify Alcoholic Beverages on Campus Policy, 3356-5-10**
Specifies the group that secures the appropriate licenses for such activity, the locations at which alcoholic beverages can be served, the conditions that must be in place to follow appropriate regulations, and the process to apply to be considered to serve alcoholic beverages at campus events

Student Enrollment and Business Services:

- **Resolution to Approve Student Scholarships & Grants, Administration, and Awarding, Policy 3356-8-10**
- **Assure there is only one area on campus (financial aid) through which scholarships can be offered which is intricately interconnected with Federal and State rules and regulations: a substantial portion of institutional revenue is derived from such sources that is put at risk without appropriate controls**

Workforce Education and Innovation:

- **\$3.5M awarded to the division for IT Workforce Accelerator, Excellence Training Center and Tressel Institute for Leadership and Teamwork. Workforce training and micro-credential scholarships for YSU students will be available through this award**
- **138 credentials were issued for workforce training classes at the ETC**
- **Move to Silvestri on Sept. 29, 2023 (Divisional Administrative Offices, IT Workforce Accelerator, The James P. Tressel Institute for Leadership and Teamwork)**

Human Resources and Legal Affairs:

- **ACE Negotiations finalized. Similar pay increases as Faculty. Many excellent changes for the administration, for instance having only 1 pay scale and eliminating Step increases for the first time ever**
- **Supplemental Pay policy – minimal changes but we will start to report these to the BOT and we are having Supplemental and Additional Pay and Secondary Contract undergo an internal audit and will report in December**
- **Preferring the Student Code of Conduct process for students who are arrested for crimes of violence over the Ohio Revised Code procedure creates efficiencies and clarity for students and staff**

Thank you!