

**MINUTES OF REGULAR MEETING
OF
BOARD OF TRUSTEES
OF
YOUNGSTOWN STATE UNIVERSITY**

Tod Administration Building
Wednesday, June 25, 2003

Pursuant to notice duly given, a regular meeting (the two hundred forty-third) of the Board of Trustees of Youngstown State University convened at 3:00 p.m., June 25, 2003 in the Board Room in Tod Administration Building.

Seven trustees were present at the meeting, to-wit: Mr. Joseph S. Nohra, chairperson of the board, who presided, Dr. Chander M. Kohli, Mr. Larry E. Esterly, Mr. F. W. Knecht III, Dr. H. S. Wang, Mr. John L. Pogue and Mr. Larry D. DeJane. Absent were Mrs. Eugenia C. Atkinson and Mr. Charles B. Cushwa III. Also present was student trustee Mr. Matthew Pastier.

Also present were: Dr. David C. Sweet, President; Dr. Tony Atwater, Provost and Vice President for Academic Affairs; Mr. John L. Habat, Vice President - Administration, Dr. Cynthia E. Anderson, Vice President - Student Affairs, Mr. Terry R. Ondreyka, Vice President - Financial Affairs, and Franklin S. Bennett, Jr., secretary to the board of trustees. Also present were approximately 60 persons, including deans, members of the faculty, students, administrators, and members of the news media.

The chairperson called the meeting to order.

ITEM I - PROOF OF NOTICE OF MEETING.

Evidence was available to establish that pursuant to Article II, Section 1, of the board's *Bylaws*; written notice of today's regular meeting was timely provided to each of the trustees, the student trustee and to the president.

ITEM II - DISPOSITION OF MINUTES FOR REGULAR MEETING HELD MARCH 21, 2003 AND MAY 19, 2003.

Prior to the meeting, the secretary had provided draft copies of the minutes of the board's regular meeting held on March 21, 2003 and the board's special meeting held on May 19, 2003 to each trustee, the student trustee, and the president. There being no additions, corrections, or revisions thereto, the minutes were approved as provided.

ITEM III - REPORT OF THE PRESIDENT OF THE UNIVERSITY.

Dr. Sweet presented the President's Annual Report to the Board of Trustees of Youngstown State University (a copy of Dr. Sweet's presentation is attached to the minutes). In his report, Dr. Sweet discussed the ten priorities of the YSU's Centennial Strategic Plan:

- Priority 1 Enrollment/Retention
- Priority 2 Programs/Teaching, Learning and Research
- Priority 3 Financial Resources
- Priority 4 Image/Market
- Priority 5 Student Services/Alumni Relations
- Priority 6 Diversity
- Priority 7 Technology
- Priority 8 Community Engagement
- Priority 9 Human Resources Development
- Priority 10 Facilities/University Neighborhood

ITEM IV - REPORTS OF THE COMMITTEES OF THE BOARD.

The board considered the following committee reports and recommendations:

1. Academic and Student Affairs Committee

Dr. Atwater provided a report on the University's Academic Affairs Division (a copy of Dr. Atwater's report is attached to these minutes). Dr. Anderson provided an enrollment report noting that Summer Semester 2003 enrollment is up 325 students from 2002, a 7.02% increase. Dr. Anderson reported that online applications are now available. Dr. Anderson reported that 556 students have signed up for Fall Semester 2003 University student housing (the goal is 720). Dr. Anderson reported that 383 students have signed up for Fall Semester 2003 University Courtyard housing (a total of 408 beds are available in University Courtyard).

Following the reports, the chairperson recognized Dr. Wang, vice chairperson of the Academic and Student Affairs Committee who stated that the committee was recommending six resolutions for adoption by the board. On behalf of the committee, Dr. Wang then moved the adoption of the following resolution:

Resolution to Authorize
Conferral of Honorary Degree

YR 2003-62

BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize the conferral of a Doctor of Science (D.Sc.) degree, *honoris causa*, upon Frank C. Watson, with all the rights and privileges attendant thereto.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Wang then moved for adoption of the following resolution:

Resolution to Approve a Change in the Name of the
School of Graduate Studies and the Title of the Dean

YR 2003-63

WHEREAS, external funding to Youngstown State University has grown over five-fold since 1993, with a seven-fold increase in funding for faculty-directed research; and

WHEREAS, these external resources make important contributions to the University budget and provide opportunities for faculty and student research; and

WHEREAS, faculty are expected to develop a professional balance between teaching, service, scholarship, and research; and

WHEREAS, research experiences for undergraduate and graduate students are important educational tools that convey an understanding of disciplinary scholarship and prepare students for future employment; and

WHEREAS, the School of Graduate Studies has been asked to take an active role in developing opportunities for undergraduate student, graduate student, and faculty research as mechanisms to enrich the educational experiences of our students; and

WHEREAS, the School of Graduate Studies has also been asked to take an active role in providing an infrastructure that supports economic development in the Mahoning Valley, Northeastern Ohio, and Western Pennsylvania; and

WHEREAS, the Board of Trustees recognizes the importance of research and scholarship in the education of all students at Youngstown State University;

NOW, THEREFORE, BE IT RESOLVED, that the name of the School of Graduate Studies shall be changed to the School of Graduate Studies and Research; and

BE IT ALSO RESOLVED, that the title of Dean of the School of Graduate Studies shall be changed to Dean of Graduate Studies and Research.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Wang then moved for adoption of the following resolution:

Resolution to Approve an Associate of Applied Science Degree in Computer Networking

YR 2003-64

WHEREAS, Youngstown State University's Department of Computer Science and Information Systems offers associate and baccalaureate degrees; and

WHEREAS, an Associate of Applied Science degree in Computer Networking will serve both student and workforce needs; and

WHEREAS, the proposed degree will consist of existing courses and facilitate articulation for students who wish to continue their studies at the baccalaureate level; and

WHEREAS, faculty have the requisite credentials to offer the degree;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University approves the offering of an Associate of Applied Science degree in Computer Networking, subsequent to approval of said degree by the Ohio Board of Regents.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Wang then moved for adoption of the following resolution, which was read aloud by the secretary to the board:

Resolution Congratulating Mathematics Students and
The Department of Mathematics and Statistics
On Their Performance in the
2003 International Mathematical Modeling Competition

YR 2003-65

WHEREAS, twenty-one Youngstown State University students recently participated in The Consortium for Mathematics and its Applications' International Mathematical Modeling Competition; and

WHEREAS, 638 teams representing 264 institutions from 9 countries participated in the competition; and

WHEREAS, one of YSU's teams was designated "Outstanding," an award bestowed on the top 1-2 percent of all teams—and one of only five such awards in the discrete mathematics portion of the competition; and

WHEREAS, the Outstanding team was also recognized by the Mathematical Association of America for the top paper in the discrete mathematics strand of the competition; and

WHEREAS, the Outstanding team's paper will be published in *Undergraduate Mathematics and Its Applications*, and the students have

been invited to present their work in Boulder, Colorado, in August 2003; and

WHEREAS, overall the YSU modeling teams placed sixth of the 264 participating institutions, edging out such institutions as Harvard and California Institute of Technology;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees commends Youngstown State University's Outstanding Mathematical Modeling Team consisting of Sarah Grove, Chris Jones, and Joel Lepak; the other six YSU modeling teams; their advisors Drs. Angela Spalsbury, George Yates, and Doug Faires; and the entire Department of Mathematics and Statistics for their performance and their outstanding contributions to undergraduate research and education at Youngstown State University.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Wang then moved for adoption of the following resolution, which was read aloud by the secretary to the board:

Resolution of Appreciation
For Those Called to Active Military Duty

YR 2003-66

WHEREAS, Youngstown State University employees and students are among those who have been called to active military duty in support of Operation Iraqi Freedom and other military operations; and

WHEREAS, those called to active duty make significant sacrifices in their personal and professional lives in order to protect the freedoms that we enjoy; and

WHEREAS, the Youngstown State University Community is grateful for their selfless dedication to our country; and

WHEREAS, those called to active duty have, by virtue of their sacrifices and contributions, brought pride upon the University Community;

NOW, THEREFORE, BE IT RESOLVED, that the Youngstown State University Board of Trustees expresses its appreciation to all of those who have been called to active military duty in defense of our country; and

BE IT ALSO RESOLVED, that we look forward to their safe return to our University Community to continue their educational endeavors and/or their employment; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to each employee and student who has been called to active military duty during the 2002-2003 academic year.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Wang then moved for adoption of the following resolution:

Resolution to Approve
Nomination/Recommendation Process for Student Trustees

YR 2003-67

WHEREAS, Ohio Revised Code Section 3356.01 calls for a university's board of trustees to approve the process for recommending student appointments to its Board of Trustees; and

WHEREAS, procedures for nomination and recommendation of appointments for Youngstown State University student trustee positions are outlined in the YSU Student Government Association Constitution and By-Laws; and

WHEREAS, the process already in place for recommendation of YSU student trustees has proven effective in that the YSU student

trustees consistently have provided a valuable perspective to the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby endorse the nomination and recommendation process for student appointments to the YSU Board of Trustees as shown in Exhibit A.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

2. External Relations Committee

The chairperson recognized Mr. DeJane, vice chairperson of the External Relations Committee who stated that the committee was recommending six resolutions for adoption by the board. Mr. DeJane then moved the adoption of the following resolution:

Resolution to Accept Development Gifts

YR 2003-68

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby accept these gifts on behalf of Youngstown State University and requests that the President acknowledge the acceptance of these gifts and express our gratitude for their generosity in support of the University.

After the motion received the affirmative vote of all trustees present, the chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. DeJane then moved for adoption of the following resolution:

Resolution to Name the Mr. And Mrs. William B. Clayman
Professorship in Judaic and Holocaust Studies

YR 2003-69

WHEREAS, Youngstown State University's Judaic and Holocaust Studies Program was initiated in the late 1960s by Dr. Saul Friedman upon his appointment to the faculty of the Department of History; and

WHEREAS, over the subsequent 30-year period, Dr. Friedman's tireless efforts in research and education have resulted in a nationally recognized Judaic and Holocaust Studies Program that attracts students and scholars from throughout the region; and

WHEREAS, in 1999, Youngstown State University implemented a focused fundraising initiative to secure funding for the perpetuation of the Judaic and Holocaust Studies Program at YSU to benefit future generations of YSU students; and

WHEREAS, William and Hilda Clayman have made a most generous gift to establish an endowment to honor the memory of their son, David; and

WHEREAS, William and Hilda Clayman have restricted that gift to support the professorship, programs, and activities of the Judaic and Holocaust Studies Program at Youngstown State University; and

WHEREAS, the University and the Board of Trustees wish to provide appropriate recognition to William and Hilda for their significant contribution and commitment to the students of Judaic and Holocaust Studies at Youngstown State University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University designates the Judaic and Holocaust Studies Professorship in the name of Mr. and Mrs. William B. Clayman; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Mr. William and Mrs. Hilda Clayman.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. DeJane then moved for adoption of the following resolution:

Resolution to Name Clingan-Waddell Hall

YR 2003-70

WHEREAS, in the early 1951, the Clingan and Waddell families provided a gift to Youngstown College to purchase a building previously used as the YMCA Youth Center at 236 North Champion Street and East Rayen Avenue; and

WHEREAS, in honor of their generosity, the building was named Clingan-Waddell Hall; and

WHEREAS, the building was utilized for classroom instruction, including art and ROTC classes, and many alumni speak fondly of their days in Clingan-Waddell Hall; and

WHEREAS, by the early 1980's the building was no longer utilized and it faded from the landscape of Youngstown State University, eventually being sold in 1994; and

WHEREAS, Youngstown State University wishes to restore the Clingan-Waddell name to the University, in appreciation for the families' support of the institution; and

WHEREAS, the University and the Board of Trustees wish to provide appropriate recognition by naming the building located at 266 West Wood Street, currently home to Campus Police;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University re-designates Clingan-Waddell Hall; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to the Clingan and Waddell families.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. DeJane then moved for adoption of the following resolution:

Resolution to Name the
William B. and Kathryn Challiss Pollock Meeting Room

YR 2003-71

WHEREAS, Youngstown State University implemented a campaign to secure funding for a Recreation and Wellness Center; and

WHEREAS, the William B. and Kathryn Challiss Pollock Foundation made a gift in the amount of \$125,000 to the Recreation and Wellness Campaign; and

WHEREAS, the Recreation and Wellness Center Campaign is the University's priority fundraising initiative at this time and the generous support of the Pollock Foundation has been applied to advance the acquisition of that facility for the use of YSU students; and

WHEREAS, the University and the Board of Trustees wish to provide appropriate recognition to the William B. and Kathryn Challiss Pollock Foundation for its significant contribution and commitment to the students of Youngstown State University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University designates Meeting Room 2036 on the second floor of Kilcawley Center as The William B. and Kathryn Challiss Pollock Meeting Room; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Mrs. Patricia Antich, daughter of William B. and Kathryn Challiss Pollock.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. DeJane then moved for adoption of the following resolution:

Resolution to Name the Staaf Promenade Lobby

YR 2003-72

WHEREAS, Youngstown State University implemented a campaign to secure funding for a Recreation and Wellness Center; and

WHEREAS, the Recreation and Wellness Center initiative was lead by Student Government and an adjunct committee thereof; and

WHEREAS, James Staaf, a 1957 graduate of Youngstown State University, and his wife, Arleen, made provisions through their estate to remember Youngstown State University; and

WHEREAS, the estate of James and Arleen Staaf includes a bequest of \$419,529 to Youngstown State University; and

WHEREAS, the Recreation and Wellness Center Campaign is the University's priority fund-raising initiative at this time and the generous Staaf bequest has been applied to advance the acquisition of that facility for the use of YSU students; and

WHEREAS, the University and the Board of Trustees wish to provide appropriate recognition to James and Arleen Staaf for their significant contribution and commitment to the students of Youngstown State University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University designates the Staaf Promenade Lobby on the first floor of Kilcawley Center; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Mrs. Betty Prock, executor of the estate.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. DeJane then moved for adoption of the following resolution:

Resolution to Name the Watson-Tressel Reading Lounge

YR 2003-73

WHEREAS, Youngstown State University implemented a campaign to secure funding for a Recreation and Wellness Center; and

WHEREAS, the Recreation and Wellness Center initiative was lead by Student Government and an adjunct committee thereof; and

WHEREAS, Frank and Norma Watson, and Jim and Ellen Tressel, have each provided leadership gifts of \$125,000 to the campaign; and

WHEREAS, Frank Watson is a 1949 graduate of YSU and has served on the Campaign's volunteer cabinet and in numerous volunteer capacities at the University over the past fifty years including a seat on the YSU Board of Trustees, and he currently serves on the YSU Foundation Board; and

WHEREAS, Ellen Tressel is a 1975 graduate of YSU and Jim Tressel served the University as head coach of the Penguin football team from 1986 through 2000, winning an unprecedented four division I-AA National Championships and bringing YSU notoriety and recognition never before experienced; and

WHEREAS, the University and the Board of Trustees wish to provide appropriate recognition to Frank and Norma Watson and Jim and Ellen Tressel for their significant contribution and commitment to the students of Youngstown State University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University designates the second floor reading

lounge in Kilcawley Center as the Watson-Tressel Reading Lounge; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Frank and Norma Watson and Jim and Ellen Tressel.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

3. Finance and Facilities Committee.

The chairperson recognized Mr. Esterly, chairperson of the Finance & Facilities Committee, who asked Mr. Ondreyka for a report. Mr. Ondreyka provided a report on the University's Fiscal Year 2004 Operating and Capital Budgets (a copy of Mr. Ondreyka's report is attached to these minutes).

A. Investment Subcommittee. There was no Investment Subcommittee report.

B. Audit Subcommittee. Mr. Esterly reported that the Audit Subcommittee of the Finance and Facilities Committee last met on June 12th, when it concluded its review of the internal audit function. Mr. Esterly stated that the review of the internal audit function, and the subsequent recommendation on that function, were made at the sole initiative of the Audit Subcommittee. Mr. Esterly stated that throughout the review and recommendation processes, the positions of Dr. Sweet and the administration were, appropriately, that of non-intervention. Mr. Esterly reported that the Audit Subcommittee had unanimously adopted a motion to recommend to the Finance and Facilities Committee, at the committee's next regularly scheduled meeting on September 11, that the University's internal audit function be contracted with an external auditing firm as of the beginning of Fiscal Year 2005 (July 1, 2004). The Audit Subcommittee will further ask the Finance and Facilities Committee to adopt the appropriate resolution to be submitted to the Board at the Board's regularly scheduled meeting on September 24, 2003. Mr. Esterly stated that the Audit Subcommittee is sensitive to issues regarding present staffing and employment within the Office of Internal Audit. The Audit Subcommittee has asked the Administration to develop, for purposes of discussion at the Finance and Facilities Committee meeting on September 11, viable options with regard to the aforementioned issues.

Mr. Esterly stated that the Finance and Facilities Committee was recommending five resolutions for adoption by the

board. On behalf of the committee, Mr. Esterly then moved the adoption of the following resolution:

Resolution Concerning Annual Budget, Fiscal Year 2004

YR 2003-74

WHEREAS, enactment of the State of Ohio budget for the biennium to start on July 1, 2003, was not expected until after the middle of June 2003; and

WHEREAS, the proposed budget was developed on the basis of uncertain State revenue estimates and tuition and fee rates established at the December 18, 2002, meeting of the Board of Trustees; and

WHEREAS, it is recognized that a mid-year or earlier budget modification may be necessary as a result of the final enacted State budget; and

WHEREAS, the proposed Fiscal Year 2004 Annual Budget has been reviewed by the Finance and Facilities Committee of the Board;

NOW, THEREFORE, BE IT RESOLVED, that the Youngstown State University Fiscal Year 2004 Annual Operating Budget for General, Auxiliary, and Capital Funds, shown on Exhibit C, as presented to the Finance and Facilities Committee be approved; and that approval includes:

1. Salaries for YSU-OEA, ACE, and FOP members as provided for in the current Labor Agreements with the respective bargaining units;
2. Salaries for YSU-APAS employees at the equity-adjusted Fiscal Year 2003 rates subject to modification upon the approval of a Collective Bargaining Agreement by the union membership and the YSU Board of Trustees;
3. Salaries for part-time faculty, graduate assistants, research assistants, and student employees as detailed in the budget document;

4. Salaries for all other employees shall be continued at the Fiscal Year 2003 rates subject to adjustments and as recommended for exempt employees;
5. The authority to approve expenditures and transfers as described in the budget document and in accordance with Board and University policy;
6. Exemption of all professional/administrative positions from the overtime provisions of Section 124.18 of the *Ohio Revised Code*; and
7. Contract duration for professional /administrative staff who serve on multi-year contracts under the provisions of *Board of Trustees Policy 7016.01*.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. Esterly then moved for adoption of the following resolution:

Resolution to Approve a Change to the
Master of Public Health Tuition and Fees, Academic Year 2004

YR 2003-75

WHEREAS, The Board of Trustees of Youngstown State University adopted the Academic Year 2004 Student Tuition, Fees, and Other Charges Schedule at the December 2002 meeting of the Board; and

WHEREAS, in May 2003, the MPH Academic Counsel approved a 9.5 percent increase in the consortium rate for the Master of Public Health program;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby set the consortium tuition and fee rate for the Master of Public Health for Academic Year 2004 at \$368 per credit hour effective Summer Term 2003.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. Esterly then moved for adoption of the following resolution:

Resolution to Approve
An Interfund Loan for Housing Debt Service

YR 2003-76

WHEREAS, a multi-year plan to reduce General Fund support of Housing Services' contribution to debt service exists; and

WHEREAS, recent and continuing reductions in State Share of Instruction have resulted in the need to accelerate the reduction of General Fund support for Housing debt service; and

WHEREAS, Academic Year 2004 room and board rates were established prior to the acceleration of the plan; and

WHEREAS, Housing Services will incorporate the accelerated plan into rate-setting during the budget process for Fiscal Year 2005 and Fiscal Year 2006; and

WHEREAS, Housing Services requires additional funds in Fiscal Year 2004 to pay the accelerated share of debt service;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize an interest-free interfund loan from Kilcawley Center's Equipment Replacement Fund to Housing Services' Operating Contingency Fund in an amount up to \$225,000 for the purpose of providing additional temporary funding for Housing debt service; and

BE IT ALSO RESOLVED, that the interfund loan shall be repaid by June 30, 2006.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. Esterly then moved for adoption of the following resolution:

Resolution to Authorize
Purchase of Properties for Campus Improvement

YR 2003-77

WHEREAS, Youngstown State University has identified an area surrounding the campus within which it seeks to acquire property needed for the benefit of the University; and

WHEREAS, the property located on 241 Carlton Street, known as Youngstown City Lot Nos. 13370 and 13371, pt. (Vincent and Antonette Santangelo property), parcel numbers 53-018-0-335 and 53-018-0-334, are needed for campus improvement;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby rescind prior resolutions related to the acquisition of these properties and now authorizes the purchase of the properties as described.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Mr. Esterly then moved for adoption of the following resolution:

Resolution to Approve Changes to Student
Tuition, Fees, and Other Charges Effective Fall Term 2003

YR 2003-78

WHEREAS, Ohio law provides that Boards of Trustees of state-assisted institutions of higher education shall supplement state subsidies by income from charges to students, including an "instructional fee" for educational and associated operational

support of the institution and a "general fee" for noninstructional services, and that these two fees shall encompass all charges for services assessed uniformly to all enrolled students and shall be identified as "tuition"; and

WHEREAS, Ohio law also provides that each Board may establish special purpose fees, service charges, fines, and penalties and that a tuition surcharge shall be paid by all students who are not residents of Ohio; and

WHEREAS, Ohio law provides that the University shall separately identify the Instructional Fee, the General Fee, the Tuition Charge, and the Tuition Surcharge; and

WHEREAS, Ohio law provides that fees charged for instruction shall not be considered to be a price for service but shall be considered to be an integral part of the state government financing program in support of higher education opportunity for students; and

WHEREAS, it is desirable to provide preferential nonresident tuition surcharge rates for nonresident students from the Youngstown State University Regional Service Area; and

WHEREAS, the Board of Trustees at its December 18, 2002, meeting set tuition and mandatory fees effective Summer 2003 with ample advance time to allow the University to inform current and prospective students of said fees for said time period and to prepare appropriate financial aid packages; and

WHEREAS, the state's recently passed biennial operating budget provides a cap on resident undergraduate student tuition and mandatory fees that necessitates the University to decrease the established undergraduate student tuition and mandatory

fees effective the Fall Semester 2003 by \$12 per semester as calculated on an FTE basis;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby rescind the sections of Resolution YR 2003-32 that conflict with Exhibit G attached hereto; and

BE IT ALSO RESOLVED, that the Board of Trustees of Youngstown State University does hereby declare the undergraduate student tuition and mandatory fees shall be the sum of the Instructional Fee, General Fee, and the Technology Fee and does hereby establish same as set forth in Exhibit G, to become effective Fall Term 2003 and to remain in effect until changed by the Board of Trustees; and

BE IT ALSO RESOLVED, that the Board of Trustees of Youngstown State University does hereby establish the tuition and mandatory fees outside of the bulk-rate, and the non-resident tuition surcharge, both as set forth in Exhibit G, to become effective Fall Term 2003 and to remain in effect until changed by the Board of Trustees.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

4. Internal Affairs Committee.

Mr. Habat reported that a resolution has been prepared ratifying the tentative collective bargaining agreement reached with the Youngstown State University Association of Professional/Administrative Staff. The chairperson recognized Dr. Kohli, chairperson of the Internal Affairs Committee, who stated that the committee was recommending five resolutions for adoption by the board. On behalf of the committee, Dr. Kohli then moved for adoption of the following resolution:

Resolution to Ratify
YSU-APAS Labor Agreement

YR 2003-79

WHEREAS, a tentative Agreement for July 1, 2003, through June 30, 2006, between Youngstown State University and the Youngstown State University Association of Professional/Administrative Staff has been negotiated; and

WHEREAS, Board Policy 7020.01 (Compensation and Salary Studies) authorizes the President of the University to pursue the development of salary plans for all University employee groups to provide for comparable pay; and

WHEREAS, the Agreement is guided by this Policy and is within the prescribed parameters;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Youngstown State University that the tentative Agreement between Youngstown State University and the Youngstown State University Association of Professional/Administrative Staff for the period July 1, 2003, through June 30, 2006, as shown in Exhibit D, is hereby ratified; and

BE IT FURTHER RESOLVED, that the Board of Trustees commends both negotiating teams for the cordial, professional manner in which the negotiations were conducted.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Kohli then moved for adoption of the following resolution:

Resolution to Ratify
Faculty/Staff Appointments

YR 2003-80

WHEREAS, the *Policies of the Board of Trustees* direct the President to appoint such

employees as are necessary to effectively carry out the operation of the University; and

WHEREAS, new appointments have been made subsequent to the March 21, 2003, meeting of the Board of Trustees; and

WHEREAS, such appointments are in accordance with the 2002-2003 Budget and with the University policy on Equal Employment Opportunity;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby ratify and confirm the appointments as listed in Exhibit E attached hereto.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Kohli then moved for adoption of the following resolution:

Resolution to Authorize
Conferral of Emeritus Status

YR 2003-81

WHEREAS, the *Policies of the Board of Trustees* provide for the conferral of emeritus status upon faculty and professional/administrative staff who retire from the University following at least ten years of meritorious service and are recommended by the President of the University;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University does hereby authorize that those faculty and professional/administrative staff members listed in Exhibit F attached hereto are hereby granted the emeritus title designated thereon.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Kohli then moved for adoption of the following resolution, which was read aloud by the secretary to the board:

Resolution of Appreciation - Coach Ed DiGregorio

YR 2003-82

WHEREAS, Coach Ed DiGregorio has been responsible for the development of an outstanding women's basketball program at Youngstown State University; and

WHEREAS, under his direction, the YSU women's basketball program appeared in three NCAA Tournaments, advancing to the second round in 1998 with a win over Memphis; and

WHEREAS, the Penguins won five regular-season Mid-Continent Conference and three Mid-Continent Tournament titles; and

WHEREAS, Coach DiGregorio finished with a 319-241 record (a .570 winning percentage) at the school in his 20 seasons; and

WHEREAS, the Penguins had six 20-plus win seasons and set a school record for wins and winning percentage during the 1997-98 season with a 29-3 record (.903 winning percentage); and

WHEREAS, student-athletes Dorothy Bowers, Liz Hauger, Shannon Beach, and Brianne Kennally (twice) earned Conference Player-of-the-Year accolades under Coach DiGregorio; and

WHEREAS, Coach DiGregorio was named the Mid-Continent Conference's Coach of the Year in 1995 and 1999; and

WHEREAS, Coach DiGregorio had 22 student-athletes named to an all-conference team during his tenure; and

WHEREAS, at Youngstown State his student-athletes have maintained a strong commitment

of providing community service throughout the Mahoning Valley; and

WHEREAS, in the 1990's, DiGregorio led a YSU program that was the thirty-first most successful in the NCAA Division I women's basketball ranks posting a 196-90 record; and WHEREAS, on February 1, 2001, he earned his three hundredth career coaching victory with a 74-59 win over Valparaiso at the Beeghly Center;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University congratulates Coach DiGregorio for an outstanding tenure as YSU's women's basketball coach; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be presented to Head Coach Ed DiGregorio.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

On behalf of the committee, Dr. Kohli then moved for adoption of the following resolution, which was read aloud by the secretary to the board:

Resolution of Appreciation
Women's Golf Program - Horizon League Champions

YR 2003-83

WHEREAS, the Youngstown State University women's golf team, under the direction of Head Coach Roseann Schwartz, won the inaugural Horizon League Women's Golf Championship award; and

WHEREAS, the Penguins defeated Loyola, Butler, and Cleveland State at the conference championship held at the Country Club of the North in Dayton, Ohio, finishing in first place by ten strokes; and

WHEREAS, senior Lori Hatcher won the individual title by six strokes with a three-round score of 235; and

WHEREAS, YSU had two other golfers who placed in the top five of the tournament with Jennifer Grossi placing third with a score of 242, and Gina Abruzzino tied for fifth place with a score of 245; and

WHEREAS, Hatcher, Grossi, and Abruzzino made the All-Tournament Team as well as were named first-team All-Conference;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Youngstown State University congratulates Women's Golf Head Coach Roseann Schwartz, her student-athletes, and the entire Women's Golf program on their Horizon League Championship; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be hung in the Jermaine Hopkins Center for Academics in Stambaugh Stadium.

Following discussion, the motion received the affirmative vote of all trustees present. The chairperson declared the motion carried and the resolution adopted.

ITEM V - COMMUNICATIONS AND MEMORIALS

The Board considered no communications or memorials.

ITEM VI - UNFINISHED BUSINESS

The board considered no unfinished business.

ITEM VII - NEW BUSINESS

The board considered no new business.

ITEM VIII - ELECTION OF OFFICERS

The chairperson stated that at the March meeting of the board of trustees the Nominating Committee had announced the following recommendations for the 2003-2004 board officers:

Chairperson	Chander M. Kohli
Vice Chairperson	Charles B. Cushwa III
Secretary	Franklin S. Bennett, Jr.

There were no further nominations. Mr. Esterly moved that the slate of 2003-2004 board officers recommended by the Nominating Committee be elected. Dr. Wang seconded the motion. Thereafter, the motion received the affirmative vote of all trustees present, with Dr. Kohli abstaining, and the chairperson declared the officers elected.

ITEM IX - TIME AND PLACE OF UPCOMING REGULAR MEETINGS

YR 2003-84

Upon motion made by Pogue, seconded by Mr. Esterly, which received the affirmative vote of all trustees present, the trustees resolved to set the following dates and times for the next regular meetings of the board:

- 3:00 p.m. on Wednesday, September 24, 2003
- 3:00 p.m. on Wednesday, December 17, 2003
- 3:00 p.m. on Friday, March 19, 2004
- 3:00 p.m. on Friday, June 18, 2004

ITEM X - ADJOURNMENT

Upon motion duly made and seconded, the meeting was duly adjourned by unanimous vote of the trustees at 4:40 p.m.

Chairperson

ATTEST:

Secretary to the Board of Trustees

Slide 1

Annual Report
to the
Youngstown State University
Board of Trustees

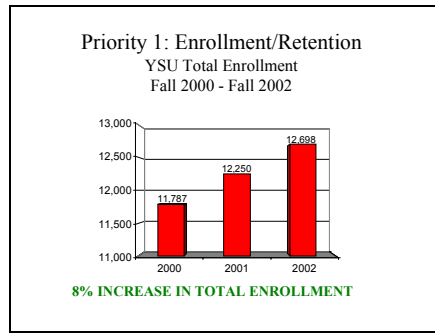
David C. Sweet
June 26, 2003

Slide 2

Centennial Strategic Plan

- Priority 1 Enrollment/Retention
- Priority 2 Programs/Teaching, Learning and Research
- Priority 3 Financial Resources
- Priority 4 Image/Market
- Priority 5 Student Services/Alumni Relations
- Priority 6 Diversity
- Priority 7 Technology
- Priority 8 Community Engagement
- Priority 9 Human Resources Development
- Priority 10 Facilities/University Neighborhood

Slide 3



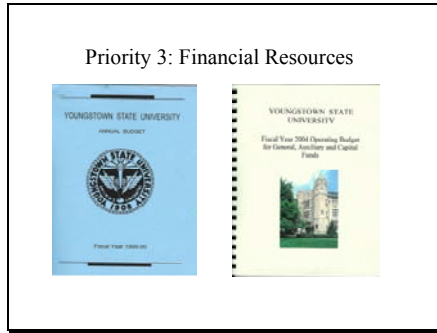
Slide 4

- Priority 1: Enrollment/Retention
- Enrollment Management Plan
 - Sub-groups developing goals and objectives
 - Undergraduate and Graduate Recruitment
 - Retention
 - Academic Advising
 - Final plan completed by end of summer

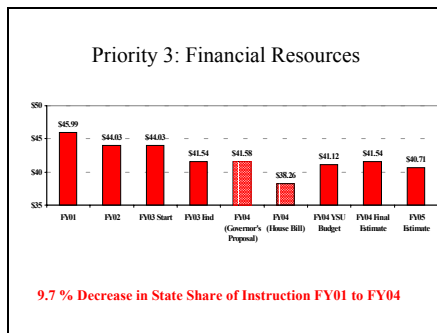
Slide 5

- Priority 2: Programs/Teaching, Learning and Research
- Reaccreditations
 - New Program Development
 - Research Funding

Slide 6



Slide 7



Slide 8

- Priority 3: Financial Resources
- Managed State Budget Cuts
 - Balanced budget for FY04
 - FY05 Projections are positive
 - Maintained classroom instruction; enrollment and retention services; campus safety and security
 - Avoided layoffs
 - YSU remains the most affordable, efficient, and cost-effective public university in Ohio

Slide 9

Priority 4: Image/Market

- Enhanced "Success Stories" Campaign
 - Launched "Success Stories" in Cleveland market
 - Integrated "Success Stories" with YSU Web site
- Expanded Media Presence in Youngstown and Cleveland Markets

Slide 10

Priority 5: Student Services/Alumni Relations

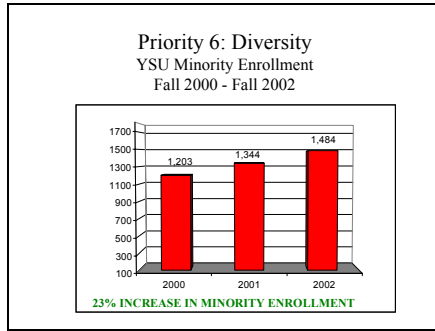
- Fundraising for Andrew's Recreation and Wellness Center
 - \$9 Million raised to date
 - Planning Committee developing design, location, and layout
 - Construction to begin Spring 2004
 - Opening Fall 2005
- University Courtyard Apartments

Slide 11

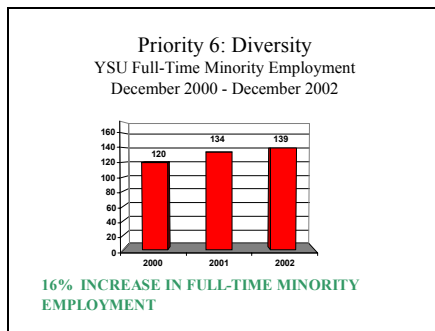
Priority 5: Student Services/Alumni Relations

- \$1 Million New Scholarship Challenge Met (\$1.3 Million)
- Alumni Legislative Initiative
 - Three email requests for support

Slide 12



Slide 13



Slide 14

- Priority 7: Technology
- Web Based Enrollment Applications
 - Technology Master Plan Committee
 - Draft plan to be completed during the summer
 - Additional \$1 Million from the State for Technology

Slide 15

- Priority 8: Community Engagement
- Pre-College Programs
 - Over 15,000 campus visitors
 - Early College High School Initiative
 - Phase 2 funding received
 - Youngstown 2010
 - Hosted two community forums

Slide 16

- Priority 8: Community Engagement
- Economic Development
 - Health Care
 - Advanced Manufacturing
 - Information Technology
 - Construction
 - \$3 Million Workforce Development Grant(MVETI)

Slide 17

- Priority 9: Human Resource Development
- Completion and Implementation of Salary Equity Study for Professional/Administrative Employees(APAS and Exempt)
 - Completed Cycle of Four Labor Agreements
 - YSU-OEA(2002-2005)
 - YSU-ACE(2002-2005)
 - YSU-APAS(2003-2006)
 - YSU-FOP(2003-2006)
 - Calmer labor/management environment

Slide 18

Priority 10: Facilities/University Neighborhood

- Campus
 - Campus Master Plan
 - Space Utilization Plan
 - Model Classrooms
 - Bliss Hall Annex
 - Beeghly Center Renovation

Slide 19

Priority 10: Facilities/University Neighborhood

- Neighborhood
 - Wick Neighbors
 - Wick Park/Northside Coalition
 - Wick Pollack Inn
 - Smoky Hollow Redevelopment

Slide 1



Youngstown
Youngstown State University
University

**Academic Affairs
Division Report**

Youngstown State University

Slide 2



**New Degree Programs Approved by
the Ohio Board of Regents
in 2002-2003**

- Bachelor of Science in Applied Science Degree
in Forensic Science
- Associate of Technical Study Degree in
Business Technology

Youngstown State University

Slide 3

Proposed Degree Programs Under Review

- Associate of Applied Science Degree in Computer Networking
- Master of Arts in American Studies
- Master of Arts in Financial Economics

Youngstown State University

Slide 4

**Andrews Chair in Accounting
Dr. David Stout**

- The John S. and Doris M. Andrews Chair in Accounting. Established in 2001 with a \$1 million gift from the Andrews Trust
- Chair Responsibilities:
 - Establish new partnerships with the professional and business communities that benefit students, the program and faculty
 - Teach accounting courses at both undergraduate and graduate levels

Youngstown State University

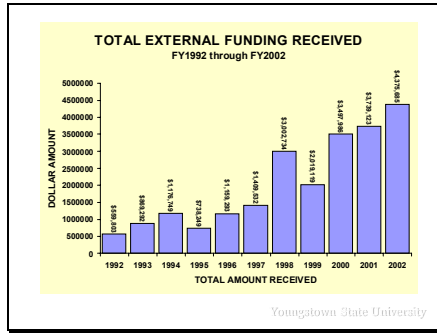
Slide 5

**Andrews Chair in Accounting
Dr. David Stout**

- Promote research and publication on accounting and accounting-related issues
- Conduct professional seminars
- Increase the visibility of the accounting program through publications and presentations delivered regionally and nationally
- Expand existing partnerships with the professional and business communities

Youngstown State University

Slide 6



Slide 7

**GRANT ACTIVITY: FY2003
3rd Quarter Performance**

- **Total Proposals Funded** (Quarterly Comparison)
FY 2003/3rd Quarter – 20 [\$2.85 Million]
FY 2002/3rd Quarter – 16 [\$695,444]
- Total 3rd Quarter Funding Increase of **310%**

Youngstown State University

Slide 8

**GRANT ACTIVITY: FY2003
Year-To-Date**

- **Total Proposals Funded** (Year To Date)
FY2003 – 57 [\$4.66 Million]
FY2002 – 52 [\$2.54 Million]
- Overall Year-To-Date Increase of **83%**

Youngstown State University

Slide 9

**Distinguished Professorship Awards
2002-2003**

Teaching

- Stacey Lowery Bretz, Department of Chemistry
- Annette M. Burden, Department of Mathematics & Statistics
- Shirley M. Keller, Department of Social Work
- Nancy W. Mosca, Department of Nursing
- Jennifer A. Pintar, Department of Human Performance & Exercise Science
- David H. Pollack, Department of Mathematics & Statistics

Youngstown State University

Slide 10

**Distinguished Professorship Awards
2002-2003**

Scholarship

- Raymond E. Beiersdorfer, Department of Geological & Environmental Sciences
- Joan L. Boyd, Department of Health Professions
- James J. Carroll, Department of Physics & Astronomy
- Allen D. Hunter, Department of Chemistry
- Birsen Karpak, Department of Management
- Victoria White, Counseling

Youngstown State University

Slide 11

**Distinguished Professorship Awards
2002-2003**

Public Service

- Janet M. Boehm, Department of Health Professions
- J. Douglas Faires, Department of Mathematics & Statistics
- Anne M. McMahon, Department of Management
- Courtenay N. Willis, Department of Biological Sciences
- Anne York, Department of History

Youngstown State University

Slide 12

**Distinguished Professorship Awards
2002-2003**

University Service

- Christine Cobb, Department of Human Performance & Exercise Science
- Thomas D. Kim, Department of Chemistry
- Richard A. McEwing, Department of Educ. Admin., Research and Foundations
- Joseph Mosca, Department of Social Work
- Teresa Riley, Department of Economics
- Ronald Shaklee, Department of Geography
- John-Christian Smith, Department of Philosophy & Religious Studies

Youngstown State University

Slide 13



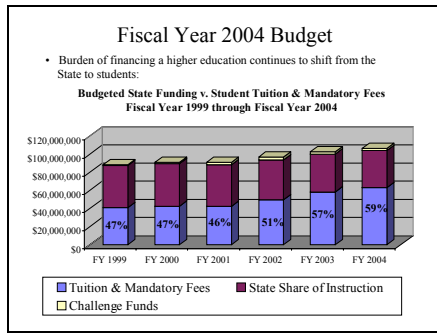
Youngstown State University

Slide 1

Fiscal Year 2004 Budget

- The FY 2004 Operating Budget includes:
 - General Fund \$116.0 million
 - Auxiliaries 15.8 million**\$131.8 million**
- Budget Assumptions: FTE students estimated at 9,969 and a tuition and mandatory fee increase of 9.5%
- \$1.4 million contingency reserve pending approval of State Higher Education Budget

Slide 2



Slide 3

Fiscal Year 2004 Budget

- **Other Budget Highlights**
 - 27 vacant positions eliminated at a savings of \$1.3 million
 - Strategic initiative funding reduced \$1.5 million
 - Operating budgets reduced \$1.7 million
 - Executive Officer salaries frozen saving \$80K
- **Capital Budget information presented as part of the annual budget for the first time in Fiscal Year 2004**

Slide 4

Fiscal Year 2004 Budget

- **Capital Budget Highlights**
 - **Planned expenditures include**

State Appropriations	\$10.1 million
Local Funds	<u>3.1 million</u>
Total	\$13.2 million
 - **Projects include**
 - New Construction – Recreation & Wellness Center and Bliss Hall Phase IV
 - Campus Development
 - Major Maintenance and Major Renovations over \$500,000
 - Basic Renovations (projects under \$500,000)
 - Instructional Equipment

Student Appointment to the YSU Board of Trustees

Nomination/Recommendation Process

(taken from the YSU Student Government Association Constitution and By-Laws)

Article VI: Student Trustees to the Board of Trustees

Section 1. Qualifications

To be qualified to serve as a student trustee on the University Board of Trustees, a student must be registered to vote in the State of Ohio and must have completed 16 semester hours at Youngstown State University at the time of application. At the time of nomination, nominees must be able to complete a full term (2 years). Nominees must have and maintain good academic standing and be full-time students.

Section 2. Selection

1. Candidates for nomination should be solicited by the eighth (8) week of the spring semester. Student applicants may nominate themselves.
2. By virtue of being President of the Student Government Association, this person is automatically a nominee for the student trustee position, so long as s/he fulfills the qualifications.
3. The Legislative Assembly will vote for four (4) nominees [five (5) if the current President of the Student Government Association is not eligible or currently serving as a student trustee]. A total of five (5) nominees will be submitted to the Governor of the State of Ohio for consideration.
4. Other nominations may be made from the floor. These individuals, if nominated by the Legislative Assembly, must complete the application process.
5. In the event of a tie, a runoff election between the individuals with the same number of votes will take place to determine who becomes a nominee.
6. By a single election, the Legislative Assembly will elect the nominees. A plurality voting will take place with the top four (4) or five (5) vote-getters becoming the nominees.
7. Nominees must submit, along with their resume, a 500-word essay entitled, "The Importance of Student Representation on the Board of Trustees to the Youngstown State University Student Body." In that essay, the nominee will also include why s/he is qualified to represent his/her fellow students.

Section 3. Replacement of a Student Trustee

In the event of a vacancy of a Student Trustee, the Legislative Assembly shall convene and hold an election for five (5) nominees as described in Article VI, Section 2. The Governor of the State of Ohio will appoint one (1) of the nominees to fill the unexpired term.



Development Gifts
Executive Summary
January - March 31, 2003

	Number of Gifts	Amount
ALUMNI RELATIONS		
Cash-One Year Single & Joint Members	293	\$9,420.00
Cash-Four Year Members	29	2,660.00
Cash-Life Members	12	3,450.00
Total Cash	334	\$15,530.00
Non-Cash	0	0.00
Total Alumni Relations	334	\$15,530.00
UNIVERSITY DEVELOPMENT		
Major Gifts - \$10,000+	9	\$882,996.20
Cash - \$5,000+	8	48,275.14
Cash - \$1,000 - \$4,999	29	39,633.65
Cash - \$500 - \$999	26	14,755.20
Cash - Below \$500	1318	66,223.64
Total Cash	1390	\$1,051,883.83
Non-Cash	3	\$29,501.50
Total University Development	1393	\$1,081,385.33
WYSU-FM		
Cash - \$500 - \$999	1	\$808.00
Cash - Below \$500	312	22,452.06
Total Cash	313	\$23,260.06
Non-Cash	0	0.00
Total WYSU-FM	313	\$23,260.06
TOTAL GIFTS		
Grand Total Gifts	2040	\$1,120,175.39



ALUMNI RELATIONS
CASH CONTRIBUTIONS BY RANK

One Year Single and Joint Members

Kathleen Abel	James Carlini
Robert Adduci	James Carson, Jr.
Darren R. Adkins	Nicole Centofanti
Carl Alexoff	Edward Chapman III
Richard Arnoto	Alyssa Cherney
Gloria M. Atkins	Nikola Cica
Craig Ballew	Carlo and Dorothy Ciccone
Judith Barabas	Barbara Ciccotelli
John and Georgia Barkett	Matthew Ciminero and Lori Kolenich
Sally Barnes	Laura Cintavey
Herbert and Mary Bartelmay	Viive Clayton
William and Rachilla Basista	William Clemens
James and Anita Battafarano	Nicholas and Evelyn Coiro
Sally Baxter	Sarah Colangelo
Judy D. Beck	Dorothy Collins
Tammy Bennett	Robert Collins
Elmer and Rosemary Berstling	Thomas Corroto
Richard E. Bianco	Lamar Cousin
Alice Bicudo	Delores Crisucci
Edward and Janice Bidek	Richard and Mary Crozier
Kenneth Blazina	Christina Culver
William and Kristine Bole	Gregory and Nikki Cvetkovic
Frank Bostardi	Rebecca Dale
Philip and Rita Bova	Marie Daniels
Thomas Brennan, Jr.	Glenn E. Davis
Grant and Beverly Brickley	Richard Davis
Robert Brown, Jr.	Stephen Decrow
Frank Burke	Dr. Frank J. DeNiro
Atty. Michael Buzulencia	David R. Denton
Donald and June Byo	Mark Derthick
Arthur Byrd	Sylvanus and Emily Devine
Janice and Judith Cafaro	Janet Phillis DiBaggio
Rand Cairey	Joseph and Susan DiLoreto
Charles and Carol Campbell	Dr. Nino Dilullo
Robert Campolito	Mark D. Dittmer
Margarita Cappuzello	Benjamin Dodds, Jr.
Melanie A. Carbon	Dr. Tadeusz Domanski
David Carle	Robert Dombrowe

Leslie and Eve Dmonkos	Jill Holdstock
Joseph Donofrio	Robert Homes
Edward and Dorothy Doria	Josephine Houser
Alex Drennen	Edward and Barbara Howle
Lori Ann Drummond	John Hughes
Debra Duganne	Patricia Hughes
Victor Dunn	Debra Ifft
William Elliott	Mary Jacobs
Jeanee Elser and Lois Elser Williamson	Leesa Jacobenta
Greg Fagnano	Edward James
Martin Fallat, Jr.	John Janosik
Joseph Farelli	Dr. Edward Jennings
Roy A. and Patricia J. Faur	Donald Jones
Matthew Fekete	June Jones
Daniel and Charen Fink	Ned Kaufman
Matthew Fisher	Louis and Helen Kello
Norman Flout, Jr.	Darlene Kelly
Larry Fontanarosa	Mollie Kessler
Dr. Mary Fontanarosa	Kathryn Kitzmiller
Thomas Frank	Werner Kling
Jean Freeman	Dan Kohl
Carl and Sandy Furano	JoAnne F. Kosiba
Robert Galmish	Michael Koulianos
Linda Glover	Thomas Kozosky
Robert and Isabel Goeltz	Robert Kreshok
Francis Gottron III	Mary Anne Kroner
Timothy and Molly Graziano	Stephen LaCivita
Dr. Jack and Dorothy Gruber	Virginia Ladig
Eva Gucwa	John Lamanna
Paul Gucwa	Jon Lane
John Guerriero	Peter Lauer
Joseph Guerriero	Janice Laughner
Derek S. Gyongzois	John Lenn II
Dolores Habowski	Monica Levoska
Jack Haims	John Lewis
John Halase, Jr.	Dawn Lindquist
Michael and Cathleen Harbinak	Brenda Lipp
Franklin Hardy	Carla Lockett
James Harpster, Jr.	Jerry Lockett, Jr.
Jack and Jaye Harris	James and Marjorie Lowery
Matthew Hawkins	Jay R. Lugibihl
John and Dorothy Henry	William Mahoney
Richard and Judith Hideg	Henry M. Majdeski
Fred and Kim Hingel	Donald Mancini
Barbara Hirst	Alfred Mangie

James and Dr. Evelyn Mangie
Robert and Claranne Marchese
Fred and Arleen Marinucci
Debbie Marzula
Loretta Massaro
John T. McCarthy
Patricia McCombs
Frank and Deborah McCullough
Clarabel McDuffie
Arthur McMullen
Joseph Megyesi, Jr.
Gladys Melnick
Myrtle Merrill
Melanie Miller
Carol Miller-Linden
David Moore
Elaine Morgan
Vincent Morgione, Sr.
Sean Moskalik
Martyn P. Moss
Carl Mott, Jr.
George Myers
Anthony and Margaret Napoli
Alycia Neff
Joanne Nohra
Nichole Neal Nolan
Paul O'Connor, Jr.
Kathleen A. Olson
Donald Opsitnik
Arthur P. Ort
George and Connie Panno
Lisa Paulus
Terrence Pavone
Laurie Payne
Marc Penrose
Thomas E. and Jennifer Peters
Eric and Paula Peterson
John and Mary Petrony
Thomas and Phyllis Pfahles
Julie Plekan
John Poponyak
Peggy Potts
John and Judith Poulson
William and Clara Pride
Peter Prokop

Milos Puskar
Raymond Raschilla, Jr.
James and Cathy Reese
Diane Reinke
Charisse Ricciuti
George Rochette
Frank Romeo
Christopher and Carrie Rosko
James and Joan Ruffing
Richard Rupp
John and Rahlia Sakas, Jr.
Russell Sarkies
Mary Sartori
Joan Sawayda
William Schuler
Sharon Schulz
F. William Scragg
Donald Sebastian
Jeffrey A. and Mary Sebest
John Seel, Jr.
Howard Seidel
JoAnne Sharp
David and Mary Shepherd
Raymond Sheppard
Debbie Shutt
Bian Sisk
Robert Skruck
Phillip Smaldino
James and Mary Smith
John and Lucy Smith
Rae Smith and Dennis Woolley
Edward Smrek
Robert W. Smyczynski
Anthony Soppelsa
Jeffrey Spatar
Nancy M Sprockett
Del Stamm
John Stas
Richard Sternagel
Ralph and Marlene Storti
Dr. Daniel and Patricia Suchora
Thomas Susak
Edward Svel
Earl Taflan
Frank Tarantine

Donna Terzak	Edward and Sally Knapick Winsen
John Texter	Evelyn Wlodarski
Jacqueline Thomas	Thomas Wolanski
Donald Thullen	Arthur Wolfcale, Jr.
Raymond Timlin	Raymond Wolfe
Barbara Tinkham	John Worthington
James Tkach	Mary Ann Wrobel
Joseph Toti	George A. Yacovone
John and Kay Tudhope	Michael Yarosh
Donald P. Turjan	Dr. Bernard and Helen Yozwiak
William Valentini	John Yuhaschek
Robert Vansuch	Robert Zajack
Gregory VanValien	Val Zampedro
Daniel Wargo	Jacklynn Zarnick
John White	Tina Zelinka
James Richard and Patricia K. Will	David Ziegler
Deborah Williams	John Ziemianski
Robert Williams	Candia Zlenka
George Winger	

Total One Year Single and Joint Members: \$9,420.00

Four Year Single and Joint Members

Barbara Backes	Vincent Mediate
Madonna Barwick	Thomas and Angela Mikulka
Patrick and Kimberly Callahan	Elaine Nemcik
Cindy Castor	William and Rochelle Penman, Jr.
Dr. Theodosius and Dorothy Demen	Richard and Perin Price
Gerald Dixey and Mary Karas	Paul and Paula Putarek
Richard Eberhardt	Bonnie Raybuck
Atty. James Evans	George and Sharon Remias
Charlene L. Gorby	Nicholas and Joyce Rodnicki
Terry and Jini Hawk	Jennifer Toth
Joseph D. Hollabaugh	Eric and Tina Tupper
Jeffery Houtz	Catherine Wigley
J. Michelle Johnson and Keith Webster	William and Janice Wolfe
Mary Ann Cama Markowitz	Joyce Zitkovich
James Maruschek	

Total Four Year Single and Joint Members: \$2,660.00

Single and Joint Life Members

John R. Africa

David R. Baranski

Samuel P. Doria, Sr.

Trevor S. Edwards

Joseph Gregory

Brian and Jill Hecker

Tod Lavanty

Terri McKinney

Ronnie J. Mignella

Darlien Seivert

Robert C. Turner

Ruth Wilkes and Herb Zimmer

Total Single and Joint Life Members:

\$3,450.00



UNIVERSITY DEVELOPMENT
CASH CONTRIBUTIONS BY RANK

Major Gifts

<u>Donor</u>	<u>Amount</u>	<u>Restriction</u>
Anonymous	25,000.00	Special Aid Program
Mrs. Anne K. Christman	36,000.00	Recreation & Wellness Center
Friends of Music Association	13,000.00	Friends of Music Scholarship
Home Savings & Loan Company	200,000.00	Recreation & Wellness Center
Mr. & Mrs. Robert O'Leary	75,000.00	Recreation & Wellness Center
P & S Equities, Inc.	100,000.00	Recreation & Wellness Center
Sky Bank, Youngstown	50,000.00	Recreation & Wellness Center
James & Arlene Staaf Living Trust	233,996.20	Recreation & Wellness Center
Mrs. Helen R. Stambaugh	150,000.00	Recreation & Wellness Center

\$5,000 +

Mrs. Anne K. Christman	Paul & Dianne McFadden
General Motors Lordstown	Mr. & Mrs. Joseph S. Nohra
Home Savings & Loan Company	Ms. Sara Throop
The Hon. Nathaniel & Mrs. Lillian Jones	Raymond John Wean Foundation

\$1,000 - \$4,999

Altronic, Inc.	Mr. & Mrs. Bernard J. Kosar, Sr.
American Ref-Fuel Company	Atty. Richard & Mrs. Betty McLaughlin
Sean & Jana Burke	Atty. Leonard A. Olson
Dr. & Mrs. Jere D. Creed	Philadelphia Suburban Corporation
Ms. Frances Crowther	Atty. John L. & Mrs. Marilyn R. Pogue
Dr. Ivania del Pozo & Mr. Leonard Antal	Mr. Sanford D. Rivers
Ms. Anita DeVivo	Atty. Leonard & Mrs. Gina Schiavone
Dover Club	Mr. Willard J. Scott
Dr. & Mrs. Edward J. Fiffick	Ms. Virginia L. Shale
First Energy Foundation	Mr. & Mrs. Robert J. Shipka
George Fregone & Cheryl Perdue Fregone	Arnold D. Stambaugh Memorial Trust
Gene Haas Foundation	Dr. David & Mrs. Pat Sweet
IBM International Foundation	Ron & Betty (Susor) Vanatsky
Mr. & Mrs. F. W. Knecht, III	<i>The Vindicator</i>
Knight-Ridder, Inc.	

\$500 - \$999

John & Cynthia Asimakopoulos
 Dr. Servio T. Becerra
 Bruce & Nancy Beeghly
 Ms. Cathleen A. Conroy
 Delphi Automotive Systems
 Mrs. Maxine W. Houck
 Joseph & Nancy Houser
 George, Jr. & Patty Lancaster
 Mr. Jack J. Menosky, Jr.
 Ms. Joan Dascenzo Mock
 Northrop Grumman Litton Foundation
 Mr. & Mrs. Robert O'Leary
 Mr. Jan F. Ornato
 Ms. Valerie K. Peterson

Protected Home Mutual Life Insurance Co.
 Dr. Victor & Mary Richley
Sharon Herald
 Mr. Thomas Smolanovich
 Julia Spitzer Memorial Trust
 Mr. David D. Steib
 Dr. Sandra W. & Capt. C. Alan Stephan
 W. W. Grainger, Inc.
 Atty. & Mrs. Richard N. White
 Dr. John & Denise DeBartolo York
 Dr. Warren & Sandra Young in memory of
 Victoria Fowler
 Zidian Manufacturing Corporation

Below \$500

Anonymous
 Ms. Julie E. Abraham
 Mr. John M. Abruzzino
 Mr. Alexander A. Adams
 Ms. Janice E. Adams
 Robert & Barbara Ade
 Ms. Stacey L. Adger
 Mrs. Susan L. Agostinelli
 Dominick J. Aimino, Jr.
 Dr. Kathleen Akpom
 Ms. Migdalia Alamo
 Mrs. Karen Albani
 George & Michele Albertini
 Mr. Gary L. Aleman
 Ms. M. Celeste Allen
 Altrusa International of Youngstown
 Dr. & Mrs. Chester A. Amedia, Jr.
 Gene & Kathleen Ameduri
 Mr. Richard M. Amendolea
 American Electric Power
 American Standard Foundation
 Gary & Ruth Anania
 Mr. Peter J. Anania
 Mr. Fred L. Anderson
 Skip & Sherri Anderson
 Mr. Jeff Andrews
 Dr. Bernadette J. Angle
 Mr. Robert Antonucci

Mr. Andrew J. Arendas, Jr.
 Mr. Charles F. Arens
 Mr. David J. Arens
 Ms. Kathleen M. Arens
 James & Patricia Arkwright
 Mr. & Mrs. Ernest Artista
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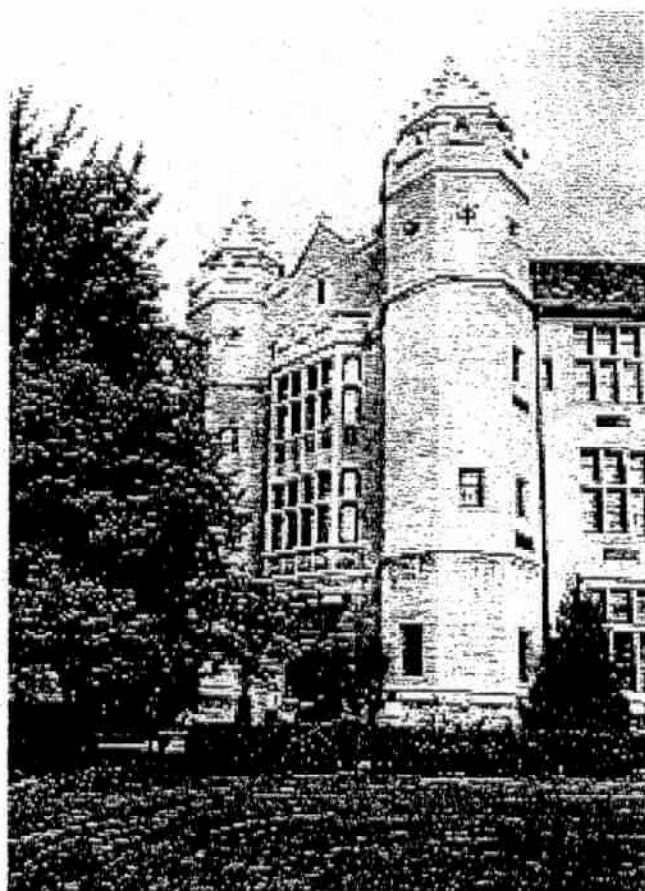
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YOUNGSTOWN STATE UNIVERSITY

Fiscal Year 2004 Operating Budget for General, Auxiliary and Capital Funds



YOUNGSTOWN STATE UNIVERSITY**Fiscal Year 2004 Operating Budget
for General, Auxiliary & Capital Funds****Table of Contents**

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Fiscal Year 2004 Operating Budget

The Summary Budget

The Fiscal Year 2004 operating budget of \$131,759,000 is \$4.6 million higher than the Fiscal Year 2003 modified operating budget. Of the total change, \$4.8 million relates to an increase in the General Fund which includes a \$1.4 million contingency reserve in the event the State imposes a tuition cap and the inclusion of four administrative units with budgets totaling \$400,000, previously classified as auxiliaries. Other net reductions in the auxiliary category totaled \$126,000. The Capital Budget for Fiscal Year 2004 totals \$13.2 million. The budget includes State funds of \$10.1 million and local funds of \$3.1 million.

**Table 1
Operating Budget Summary
Fiscal Years 2003 and 2004**

<u>Fund Name</u>	<u>FY 2003 Modified Budget</u>	<u>FY 2004 Budget</u>	<u>Percent Change</u>
<i>General Fund</i>	\$111,228,000 *	\$116,000,000	4.29%
<i>Auxiliaries</i>	15,885,000	15,759,000	-.79%
Total Operating Budget	<u>\$127,113,000</u>	<u>\$131,759,000</u>	<u>3.66%</u>
Capital Funds	<u>Not Presented</u>	<u>\$ 13,177,000</u>	<u>N/A</u>

* The FY 2003 Modified Budget *excludes* prior year funding (e.g., Purchase Order Rollover and Balance Forward)

Budget Highlights

The Fiscal Year 2004 proposed budget has been prepared in an environment of legislative uncertainty. The proposed revenue assumes the Board-approved 9.5% tuition increase using a two-year student FTE average of 9,969, or headcount of 12,474. Given the potential for a return to tuition caps, the budget also includes a \$1.4 million contingency reserve, which represents the net reduction in revenue should a 6% tuition cap be imposed. In response to a projected FY 2004 budget shortfall of \$5.5 million, Cabinet officers developed base budget reduction plans which included the elimination of 27 FTE vacant positions (\$1.3 million), operating reductions (\$1.7 million), and other miscellaneous reductions to Intercollegiate Athletics, Kilcawley Center, Utilities, and a salary freeze for executive staff (\$300,000). Funding for the institution's strategic initiatives was also reduced by \$1.5 million, leaving \$500,000 for strategic initiatives. The remaining shortfall was resolved through increases in

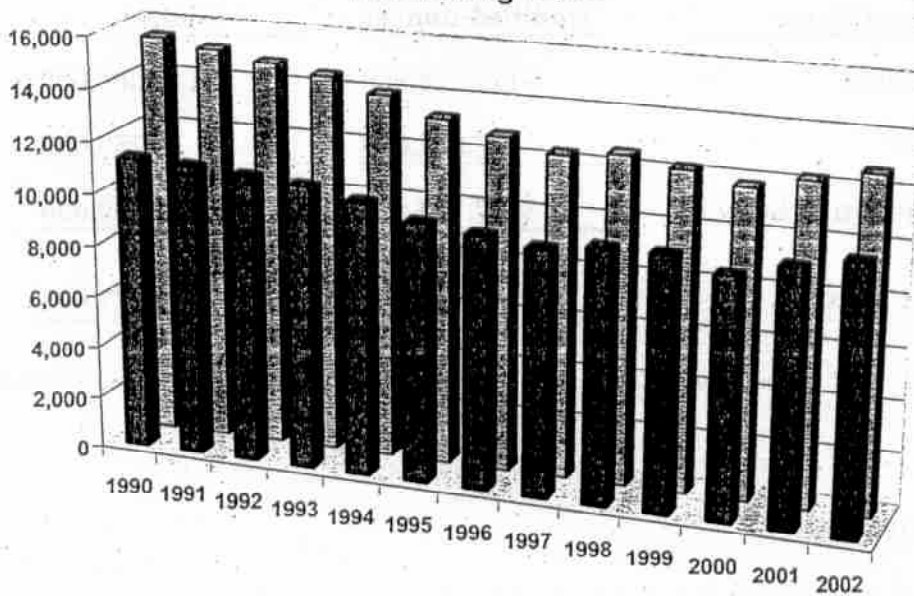
estimated revenue (e.g., \$600,000 for the non-resident surcharge). Recommendations to reduce base budgets were made with an underlying goal of minimizing the impact on the quality of education while still maintaining a stable operating environment for the institution.

The proposed Fiscal Year 2004 budget includes base increases to several institution-wide accounts: \$500,000 to Scholarships for Excellence; \$400,000 to a provision for Bad Debt; \$250,000 to General Insurance; and \$175,000 to Professional Fees and Services. Contract negotiations were successfully completed for the Fraternal Order of Police and are currently underway for the Association for Professional Administrative Staff.

Enrollment Data

Fiscal Year 2003 was the second consecutive year of an encouraging turnaround in the University's long-term trend of declining enrollment. From Fall 2001 to Fall 2002, the University experienced a 3.7% increase in student headcount and a 4.1% increase in full-time equivalency.

Chart 1
Fall Term Enrollment Trends
1990 through 2002



	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002
■ Full-Time Equivalent	11,305	11,214	11,045	10,897	10,508	9,954	9,714	9,462	9,729	9,733	9,203	9,766	10,171
□ Headcount	15,454	15,164	14,806	14,501	13,979	13,273	12,801	12,324	12,533	12,222	11,787	12,250	12,698

Budgeted General Fund Revenue totals \$116,000,000, a \$4.77 million increase over Fiscal Year 2003's modified budget. Table 2 provides a comparative summary of General Fund Revenue and Appendix A (page 14) provides greater detail.

**Table 2
General Fund Revenue
Fiscal Years 2003 and 2004**

Source	FY 2003 Modified Budget	FY 2004 Budget	Percent Change
<i>Tuition, Fees & Other Student Charges</i>			
Instructional & Mandatory Fees	\$58,410,000	\$62,800,000	7.52%
Other Tuition, Fees & Student Charges	5,891,000	6,910,500	17.31%
Total Tuition, Fees & Other Student Charges	\$64,301,000	\$69,710,500	8.41%
<i>State Appropriations</i>			
State Share of Instruction	\$41,539,147	\$41,124,000	-1.00%
Success, Access & Jobs Challenge	2,378,462	2,378,462	0.00%
Total State Appropriations	\$43,917,609	\$43,502,462	-0.95%
<i>Other Sources</i>	\$3,009,391	\$2,787,038	-7.39%
Total General Fund Revenue	\$111,228,000	\$116,000,000	4.29%

Reductions in State support of higher education in Ohio have altered revenue composition for Youngstown State University over the past several years, shifting the financial burden more heavily to students. The chart on the following page comparing budgeted State funding and student tuition and mandatory fee income clearly reflects this trend:

Chart 2
Budgeted State Funding v. Student Tuition & Mandatory Fees
Fiscal Year 1999 through Fiscal Year 2004

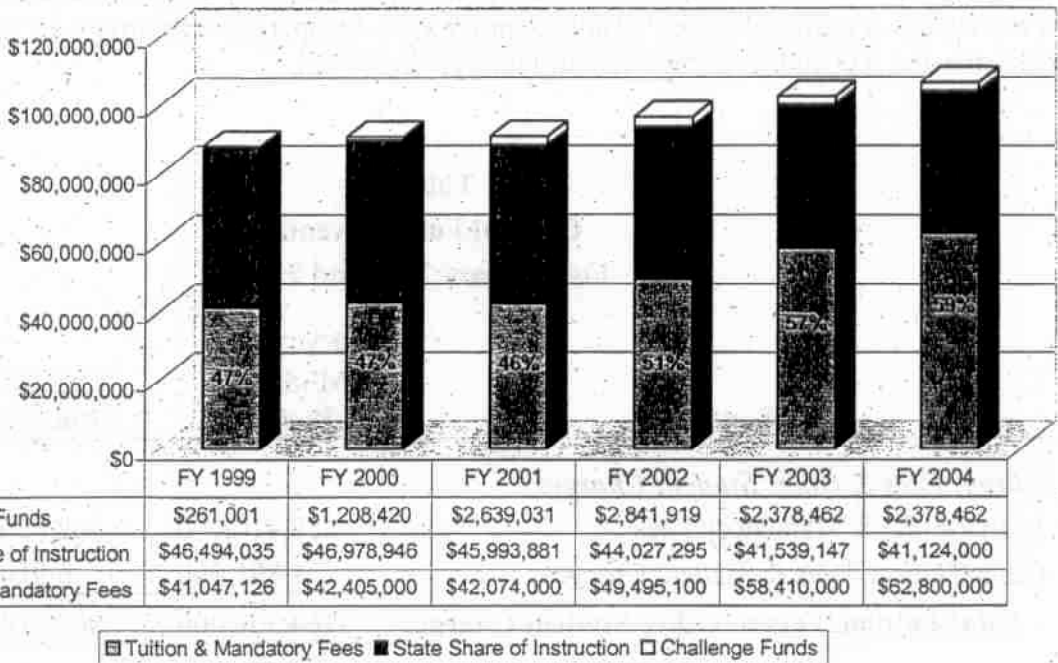
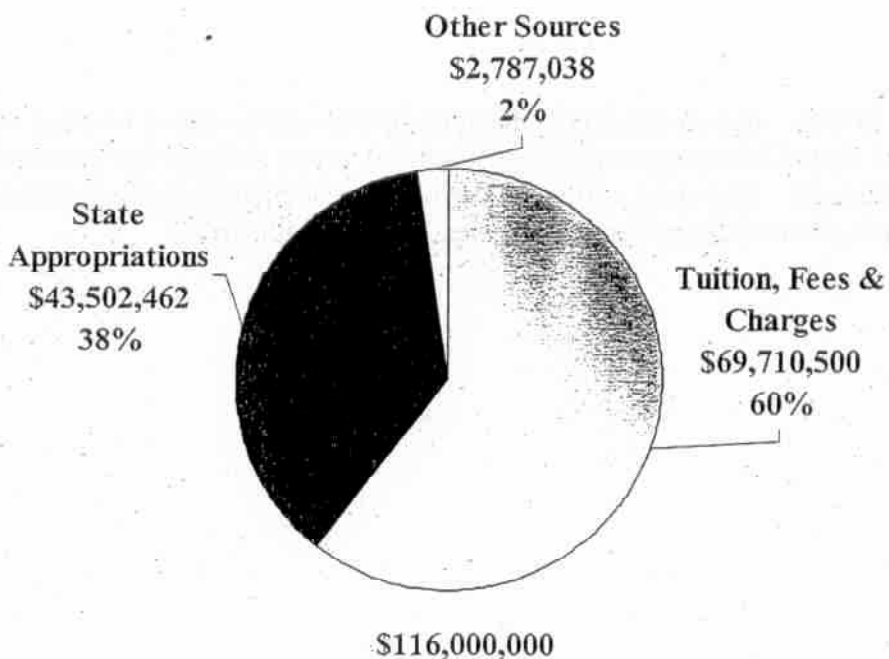


Chart 3, shown below, considers other revenue sources to further illustrate the impact of Ohio inadequate funding of higher education:

Chart 3
General Fund Revenue by Source
FY 2004



General Fund Expense

As a percentage of the total General Fund, budgeted personnel costs are expected to decrease from 72.42 percent to 71.98 percent from FY 2003 to FY 2004. Budgeted fringe benefits total 31.74 percent of total wages and salaries, as compared to 30 percent in Fiscal Year 2003. See Appendix B (page 15) for additional expenditure detail.

Operating costs (i.e., supplies, maintenance, postage, equipment) are projected to decrease by 6 percent, largely due to the divisional base reductions. Table 3 summarizes General Fund expenditures by expense category while Table 4 summarizes the same expenditures by division. See Appendices B and C (pages 15 & 17) respectively for additional detail.

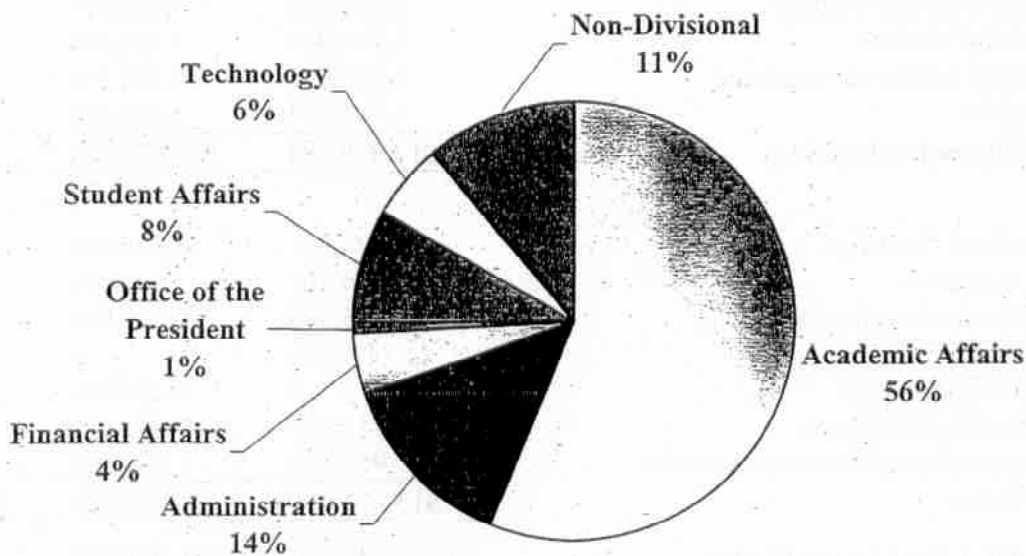
Table 3
General Fund Expenditures by Natural Classification
Fiscal Years 2003 and 2004

	FY 2003 Modified Budget	FY 2004 Budget	Percent Change
Personnel			
Faculty	\$32,463,088	\$33,500,845	3.20%
Staff	26,225,846	26,466,864	0.92%
Students	3,100,647	3,125,614	0.81%
Fringes	18,556,419	20,023,890	7.91%
Reserve for Salary Adjustments	200,000	376,000	88.00%
Total Personnel	\$80,546,000	\$83,493,213	3.66%
Operating Expenses			
Supplies (including course supplies)	\$3,790,848	\$3,543,841	-6.52%
Travel and Related Expenses	1,017,309	1,075,555	5.73%
Information and Communication	1,582,538	1,595,074	0.79%
Maintenance/Repairs/Utilities	5,639,542	5,466,465	-3.07%
Student Aid & Awards	1,235,980	1,180,104	-4.52%
Equipment & Library Acquisitions	2,034,035	1,580,192	-22.31%
Miscellaneous	1,769,732	1,602,473	-9.45%
Total Operating Expenses	\$17,069,984	\$16,043,704	-6.01%
Other			
Non-mandatory Transfers	\$8,624,961	\$8,523,000	-1.18%
Strategic Initiatives	1,906,307	500,000	-73.77%
Scholarships for Excellence	1,625,360	2,213,060	36.16%
Budget Reductions	(1,743,386)	0	-100.00%
Reserve for Tuition Cap	0	1,400,000	N/A
Area Contingency Accounts	2,243,922	2,047,171	-8.77%
Miscellaneous Institution-Wide Accounts	954,852	1,779,852	86.40%
Total Other	\$13,612,016	\$16,463,083	20.95%
Total General Fund Expenditures	\$111,228,000	\$116,000,000	4.29%

Table 4
General Fund Expenditures by Division
Fiscal Years 2003 and 2004

Division	FY 2003 Modified Budget	FY 2004 Budget	FY 2004 Percentage of Total	Percent Change
Academic Affairs	\$63,290,708	\$65,104,451	56.12%	2.87%
Administration	15,401,248	15,765,544	13.59%	2.37%
Financial Affairs	4,423,482	5,047,580	4.35%	14.11%
Office of the President	1,329,682	1,232,568	1.06%	-7.30%
Student Affairs	8,650,475	9,565,068	8.25%	10.57%
Technology	6,256,060	6,413,694	5.53%	2.52%
Non-Divisional (see Appendix C)	11,876,345	12,871,095	11.10%	8.38%
Total General Fund	\$111,228,000	\$116,000,000	100.00%	4.29%

Chart 4
General Fund Expenditures by Division
FY 2004



Auxiliaries

Auxiliary budgets for Fiscal Year 2004 total slightly less than \$22 million, of which \$15 million represents earned income. Four units previously classified as auxiliaries have been transferred to the General Fund. These units include Alumni Relations (\$295,000), Athletic Facilities Rentals (\$60,000), DeBartolo Club Facility Rental (\$34,000), and Club Sports (\$20,000). See Appendix D on page 18 for additional detail for the auxiliaries listed in Table 5.

Table 5
Auxiliary Budgets
Fiscal Years 2003 and 2004

Auxiliary	FY 2003 Modified Budget	FY 2004 Budget	Percent Change
Intercollegiate Athletics	\$7,061,206	\$7,635,297	8.13%
Athletic Concessions	352,000	352,000	0.00%
Housing Services	5,398,600	5,213,450	-3.43%
Bookstore	4,500,000	4,750,000	5.56%
Parking Services	2,079,500	1,938,500	-6.78%
Kilcawley Center	1,896,500	1,925,500	1.53%
Telephone Service-Residence Hall	147,000	115,000	-21.77%
Total Auxiliary Budgets	\$21,434,806	\$21,929,747	2.31%
Less: Support from General Fund	(5,550,000)	(6,171,000)	11.19%
Sub-Total for Table 1	\$15,884,806	\$15,758,747	-0.79%
Less: Support from Other Funds	(208,806)	(550,000)	163.40%
Total Earned Income	\$15,676,000	\$15,208,747	-2.98%

General Fund support to auxiliaries in Fiscal Year 2004 includes:

Auxiliary	Operating Support	Debt Service	Total
Intercollegiate Athletics	\$4,834,124	\$122,876	\$4,957,000
Kilcawley Center	989,000	0	989,000
Housing Services	0	225,000	225,000
Total General Fund Support	\$5,823,124	\$347,876	\$6,171,000

Table 6 summarizes miscellaneous salary rates for part-time faculty, graduate assistants, research assistants, and other student employees.

Table 6
Miscellaneous Salary Rates
Fiscal Year 2004

Employee Classification	Rate
<i>Part-Time Faculty (per semester hour workload)</i>	
With Baccalaureate	\$650
With Masters or J.D.	\$800
With Doctorate	\$1,050
<i>Doctoral Fellowships (includes waiver of tuition and non-resident surcharge)</i>	\$9,750
<i>Graduate Assistants (includes waiver of tuition and non-resident surcharge)</i>	
Stipend for Biology, Chemistry, Math & Engineering students	\$10,000
Stipend for students in all other instructional departments	\$7,500
<i>Student Employee Hourly Wage Rates</i>	
Research Assistants	\$6.25
Student Assistant Supervisors	\$5.90
Student Assistants	\$5.15
Student Exception Rates <i>(as approved by the Executive Director of Student Life)</i>	\$6.50 - \$10.00

Capital Budget Highlights

State of Ohio capital improvement funds for Youngstown State University in the 2003-2004 biennium include \$8.5 million in capital appropriations, \$2.8 million in basic renovations, and \$892,000 in instructional equipment funds funded by House Bill 675. In addition, \$6.2 million has been re-appropriated in House Bill 524. The capital component balance and anticipated funding in the state budget totals \$783,000. Total state funding for the biennium is \$19.1 million.

Many projects are underway or have been completed during the first half of the biennium, in Fiscal Year 2003. The FY 2004 Capital Budget includes projects for the next fiscal year, and these projects are described below. The Capital Budget Sources of Funding and the Fiscal Year 2004 Spending Plan are found in Appendix F (page 23).

New Facilities

Recreation & Wellness Center is envisioned to be a building attached to Kilcawley Center. The center will provide student recreation and instructional space for the College of Health and Human Services. Youngstown State University is the only major university in northeast Ohio without a recreation and wellness center. The total estimated cost for this project is \$12 million. Architectural design began in FY 2003 and will continue in FY 2004. Construction is slated to begin in Winter 2004. At this time, \$1 million in current appropriations and \$1 million in the 2005 – 2006 biennium are planned for construction. The administration, however, has indicated that a possibility exists for all construction costs to be financed by privately raised funds.

Bliss Hall Phase IV adds studio space for sculpture, computer labs, foundry, woodshop, storage facility, painting, and a 3-D design ceramics area. Mechanical and electrical systems as well as ADA concerns were also addressed. This project will be completed during FY 2004.

Campus Development

Campus development focuses on the acquisition of key properties adjacent to the campus, including properties on Arlington Street, Emerald Street, Audubon Street, Carlton Street, Adam Avenue, and Harrison Street. Campus Development also includes the Campus Gateway project, the construction of walkways and plazas, and the Spring Street Upgrade project.

Major Maintenance

Campus-wide Electrical System Upgrades is a multi-year project to upgrade the electrical distribution grid of the campus to improve reliability, efficiency, and safety. The project will be completed in several phases. The University has completed two phases of the project and will continue the next phase of the project in FY 2004.

Steam Distribution and Central Utility Plant Upgrade. The main steam distribution lines that provide heating and cooling to the campus were installed more than twenty-five years ago and are nearing the end of their useful life. This phase of the multi-year project will provide for the replacement of portions of the deteriorated steam distribution lines. In addition, the systems in the Central Utility Plant will be upgraded or replaced.

Campus-wide Building Systems Upgrade. Most of the major buildings on the campus were built in the 1970's. Many of the major building systems (plumbing, electrical, HVAC, etc.) have not been upgraded since the construction of the buildings. These systems are deteriorating and are in need of upgrades and replacements.

Major Renovation

Classroom Upgrades will focus on improving the teaching/learning environment in the classrooms by a campus-wide program to upgrade/replace floors, ceilings, lighting, and wall coverings. This multi-year project will contribute to improved efficiency in use of electricity and other utilities. Ongoing projects also include the Beeghly Center rehabilitation, Tod Hall renovation, and the Ward Beecher HVAC upgrade.

Technology

Technology Infrastructure Upgrades and Administrative and Academic System Improvement Projects are ongoing projects that provide for the updating of the campus electronic network and critical enhancements to the administrative and academic computing systems. These projects primarily focus on 1) the acquisition of network hardware to secure the campus infrastructure and 2) the development and deployment of integrated administrative and academic computing systems.

Basic Renovations

The Board of Regents defines projects below \$500,000 as Basic Renovations. These projects are approved as a whole, and must be designated as general or specific projects. Specific projects over \$100,000 that will begin or be completed in FY 2004 are listed in Appendix F.

Instructional Equipment

Funds are appropriated for instructional and data processing equipment to supplement equipment acquisitions made by institutions from local resources. Generally, equipment must be used directly for *instructional purposes* or in *direct support of instruction*; equipment used in support of OhioLINK or for use by faculty is considered to be "in support of instruction." Equipment used for both instructional and non-instructional purposes (e.g., research) may be acquired; however, state funds will be paid to cover only that portion of costs that reflect usage for instructional purposes.

Conclusion

This Capital Budget is the first step in the integration of a capital project budget into the YSU annual budget. The capital budget will be expanded into a multi-year plan beginning in Fiscal Year 2005. The capital projects identified in this first year include those funded by three sources—state appropriations and re-appropriations, the capital component, and local funds for new facilities.



YOUNGSTOWN STATE UNIVERSITY

APPENDIX A

General Fund Revenue FY 2003 and FY 2004

SOURCE	FY 2003 MODIFIED BUDGET	FY 2004 BUDGET	CHANGE	PERCENT CHANGE	PERCENT of TOTAL
TUITION, FEES & OTHER STUDENT CHARGES					
MANDATORY FEES					
Instructional Fee	\$44,959,000	\$49,616,000	\$4,657,000	10.36%	42.77%
General Fee	10,953,000	11,684,000	731,000	6.67%	10.07%
Technology Fee	1,435,000	1,500,000	65,000	4.53%	1.29%
Multi-service Fee	1,063,000	0	(1,063,000)	-100.00%	0.00%
Subtotal - Mandatory Fees	<u>\$58,410,000</u>	<u>\$62,800,000</u>	<u>\$4,390,000</u>	<u>7.52%</u>	<u>54.14%</u>
OTHER TUITION & FEES					
Non-resident Tuition Surcharge	\$2,786,000	\$3,400,000	\$614,000	22.04%	2.93%
Laboratory/Materials Fee	1,500,000	1,500,000	0	0.00%	1.29%
Non-credit Instructional Fees	400,000	400,000	0	0.00%	0.34%
Miscellaneous Fees	315,000	357,500	42,500	13.49%	0.31%
CISCO	180,000	135,000	(45,000)	-25.00%	0.12%
Application Fee (Undergraduate)	150,000	150,000	0	0.00%	0.13%
Application Fee (College Net)	0	35,000	35,000	N/A	0.03%
Application Fee (Graduate)	20,000	20,000	0	0.00%	0.02%
Subtotal - Other Tuition & Fees	<u>\$5,351,000</u>	<u>\$5,997,500</u>	<u>\$646,500</u>	<u>12.08%</u>	<u>5.17%</u>
STUDENT CHARGES					
Fines & Penalty Assessments	\$320,000	\$420,000	\$100,000	31.25%	0.36%
Service Charges	220,000	493,000	273,000	124.09%	0.43%
Subtotal - Student Charges	<u>\$540,000</u>	<u>\$913,000</u>	<u>\$373,000</u>	<u>69.07%</u>	<u>0.79%</u>
Total - Tuition, Fees & Other Student Chgs.	<u>\$64,301,000</u>	<u>\$69,710,500</u>	<u>\$5,409,500</u>	<u>8.41%</u>	<u>60.10%</u>
STATE APPROPRIATIONS					
State Share of Instruction	\$41,539,147	\$41,124,000	(\$415,147)	-1.00%	35.45%
Success Challenge	1,986,707	1,986,707	0	0.00%	1.71%
Access Challenge	302,249	302,249	0	0.00%	0.26%
Jobs Challenge	89,506	89,506	0	0.00%	0.08%
Subtotal - State Appropriations	<u>\$43,917,609</u>	<u>\$43,502,462</u>	<u>(\$415,147)</u>	<u>-0.95%</u>	<u>37.50%</u>
OTHER SOURCES					
Operating Capital Investment Income	\$1,050,000	\$850,000	(\$200,000)	-19.05%	0.73%
Administrative Charge - Auxiliary	630,000	625,310	(4,690)	-0.74%	0.54%
Transfers in from Other Funds	535,000	200,000	(335,000)	-62.62%	0.17%
Alumni Relations	0	295,050	295,050	N/A	0.25%
Sales & Services of Educational Activities	93,700	95,700	2,000	2.13%	0.08%
Private Gifts	75,000	88,000	13,000	17.33%	0.08%
Other-Miscellaneous	625,691	632,978	7,287	1.16%	0.55%
Subtotal - Other Sources	<u>\$3,009,391</u>	<u>\$2,787,038</u>	<u>(\$222,353)</u>	<u>-7.39%</u>	<u>2.40%</u>
TOTAL GENERAL FUND REVENUE	<u>\$111,228,000</u>	<u>\$116,000,000</u>	<u>\$4,772,000</u>	<u>4.29%</u>	<u>100.00%</u>

YOUNGSTOWN STATE UNIVERSITY

General Fund Expenditures by Natural Classification
FY 2003 and FY 2004

	FY 2003 Modified		FY 2004		CHANGE	PERCENT CHANGE
	BUDGET	PERCENT OF TOTAL	BUDGET	PERCENT OF TOTAL		
PERSONNEL						
Full Service Faculty						
Professor	\$16,109,923	14.48%	\$15,640,646	13.48%	(\$469,277)	-2.91%
Associate Professor	6,459,628	5.81%	6,669,132	5.75%	209,504	3.24%
Assistant Professor	3,169,781	2.85%	4,287,581	3.70%	1,117,800	35.26%
Instructor	796,390	0.72%	990,220	0.85%	193,830	24.34%
Subtotal - Full Service Faculty Salaries	\$26,535,722	23.86%	\$27,587,579	23.78%	\$1,051,857	3.96%
Temporary Faculty						
Summer School	\$2,160,000	1.94%	\$2,160,000	1.86%	\$0	0.00%
Faculty Overload	63,000	0.06%	63,000	0.05%	0	0.00%
Part-Time Faculty	3,276,366	2.95%	3,262,266	2.81%	(14,100)	-0.43%
Continuing Education Faculty	30,000	0.03%	30,000	0.03%	0	0.00%
Extended Teaching Service	398,000	0.36%	398,000	0.34%	0	-0.00%
Subtotal - Temporary Faculty Salaries	\$5,927,366	5.33%	\$5,913,266	5.10%	(\$14,100)	-0.24%
Total Faculty Salaries	\$32,463,088	29.19%	\$33,500,845	28.88%	\$1,037,757	3.20%
Permanent Staff						
Professional/Administrative- Full-Time	\$10,857,422	9.76%	\$10,869,750	9.37%	\$12,328	0.11%
Professional/Administrative- Part-Time	283,907	0.26%	281,364	0.24%	(2,543)	-0.90%
Classified-Permanent (Part-Time & Full-Time)	14,340,922	12.89%	14,586,128	12.57%	245,206	1.71%
Subtotal - Permanent Staff Salaries	\$25,482,251	22.91%	\$25,737,242	22.19%	\$254,991	1.00%
Temporary Staff						
Classified Temporary/Intermittent	\$497,963	0.45%	\$488,190	0.42%	(\$9,773)	-1.96%
Classified Overtime	85,777	0.08%	85,777	0.07%	0	0.00%
Supplementary Salaries	140,533	0.13%	134,533	0.12%	(6,000)	-4.27%
Occasional Service Payment	19,322	0.02%	21,122	0.02%	1,800	9.32%
Subtotal - Temporary Staff Salaries	\$743,595	0.67%	\$729,622	0.63%	(\$13,973)	-1.88%
Total Staff Salaries	\$26,225,846	23.58%	\$26,466,864	22.82%	\$241,018	0.92%
Students						
Graduate Assistants	\$1,011,920	0.91%	\$1,161,920	1.00%	\$150,000	14.82%
Graduate Assistant Interns	20,000	0.02%	20,000	0.02%	0	0.00%
Student Assistants	1,801,558	1.62%	1,678,724	1.45%	(122,834)	-6.82%
Student Supervisors	46,548	0.04%	36,324	0.03%	(10,224)	-21.96%
Research Assistants	61,600	0.06%	69,625	0.06%	8,025	13.03%
Task Based Stipends	159,021	0.14%	159,021	0.14%	0	0.00%
Subtotal - Student Salaries	\$3,100,647	2.79%	\$3,125,614	2.69%	\$24,967	0.81%
Total - Faculty, Staff & Student Salaries	\$61,789,581	55.55%	\$63,093,323	54.39%	\$1,303,742	2.11%
FRINGE BENEFITS	\$18,556,419	16.68%	\$20,023,890	17.26%	\$1,467,471	7.91%
TOTAL SALARIES & FRINGE BENEFITS	\$80,346,000	72.24%	\$83,117,213	71.65%	\$2,771,213	3.45%
SALARY/FRINGE SET-ASIDE	200,000	0.18%	376,000	0.32%	176,000	88.00%
TOTAL PERSONNEL	\$80,546,000	72.42%	\$83,493,213	71.98%	\$2,947,213	3.66%

YOUNGSTOWN STATE UNIVERSITY

General Fund Expenditures by Natural Classification
FY 2003 and FY 2004

	FY 2003 Modified		FY 2004		CHANGE	PERCENT CHANGE
	BUDGET	PERCENT OF TOTAL	BUDGET	PERCENT OF TOTAL		
OPERATING EXPENSES						
Supplies	\$2,290,848	2.06%	\$2,043,841	1.76%	(\$247,007)	-10.78%
Course Supplies (funded by Course Fees)	1,500,000	1.35%	1,500,000	1.29%	0	0.00%
Travel & Related Expenses	1,017,309	0.91%	1,075,555	0.93%	58,246	-5.73%
Information & Communication	1,582,538	1.42%	1,595,074	1.38%	12,536	-0.79%
Maintenance/Repairs/Utilities	5,639,542	5.07%	5,466,465	4.71%	(173,077)	-3.07%
Library Acquisitions	1,370,000	1.23%	1,030,160	0.89%	(339,840)	-24.81%
Equipment	664,035	0.60%	550,032	0.47%	(114,003)	-17.17%
TOTAL OPERATING	\$14,064,272	12.64%	\$13,261,127	11.43%	(\$803,145)	-5.71%
MISCELLANEOUS						
Student Aid & Awards	\$1,235,980	1.11%	\$1,180,104	1.02%	(55,876)	-4.52%
Independent Contractor	463,942	0.42%	423,322	0.36%	(40,620)	-8.76%
Rentals - Non-Facilities	521,604	0.47%	503,394	0.43%	(18,210)	-3.49%
Other	784,186	0.71%	675,757	0.58%	(108,429)	-13.83%
TOTAL MISCELLANEOUS	\$3,005,712	2.70%	\$2,782,577	2.40%	(\$223,135)	-7.42%
OTHER						
Non-Mandatory Transfers						
Intercollegiate Athletics	\$4,546,000	4.09%	\$4,957,000	4.27%	\$411,000	9.04%
Challenge Funds	1,778,461	1.60%	1,622,000	1.40%	(156,461)	-8.80%
Kilcawley Center	984,000	0.88%	989,000	0.85%	5,000	0.51%
Other	441,500	0.40%	330,000	0.28%	(111,500)	-25.25%
Housing Debt Service	425,000	0.38%	225,000	0.19%	(200,000)	-47.06%
Marketing Campaign	450,000	0.40%	400,000	0.34%	(50,000)	-11.11%
Subtotal - Non-Mandatory Transfers	\$8,624,961	7.75%	\$8,523,000	7.35%	(\$101,961)	-1.18%
Miscellaneous Other						
Area Contingency Accounts	\$2,243,922	2.02%	\$1,972,171	1.70%	(\$271,751)	-12.11%
Strategic Initiatives	1,906,307	1.71%	500,000	0.43%	(1,406,307)	-73.77%
Scholarships for Excellence	1,625,360	1.46%	2,213,060	1.91%	587,700	36.16%
Budget Reductions	(1,743,386)	-1.57%	0	0.00%	1,743,386	-100.00%
General Insurance	287,370	0.26%	537,370	0.46%	250,000	87.00%
Professional Fees & Services	371,482	0.33%	546,482	0.47%	175,000	47.11%
Bad Debt/Collections	296,000	0.27%	696,000	0.60%	400,000	135.14%
New Account - Student Activities	0	0.00%	75,000	0.06%	75,000	N/A
Reserve for Tuition Cap	0	0.00%	1,400,000	1.21%	1,400,000	N/A
Subtotal - Miscellaneous Other	\$4,987,055	4.48%	\$7,940,083	6.84%	\$2,953,028	59.21%
TOTAL OTHER	\$13,612,016	12.24%	\$16,463,083	14.19%	\$2,851,067	20.95%
TOTAL GENERAL FUND	\$111,228,000	100.00%	\$116,000,000	100.00%	\$4,772,000	4.29%

* Restated to reflect reclassification of \$500,000 of Strategic Initiative funds from Scholarships

**General Fund Expenditures by Division
FY 2003 and FY 2004**

DIVISION	FY 2003 Modified BUDGET	FY 2004 BUDGET	CHANGE	PERCENT CHANGE	PERCENT OF TOTAL
ACADEMIC AFFAIRS					
Academic Support	\$17,478,120	\$15,446,222	(\$2,031,898)	-11.63%	13.32%
College of Arts & Sciences	18,777,088	20,403,463	1,626,375	8.66%	17.59%
College of Business Administration	4,733,152	5,414,815	681,663	14.40%	4.67%
College of Education	4,417,852	4,748,121	330,269	7.48%	4.09%
College of Engineering & Technology	3,786,080	3,964,350	178,270	4.71%	3.42%
College of Fine & Performing Arts	5,679,795	6,114,848	435,053	7.66%	5.27%
College of Health & Human Services	7,387,273	8,025,698	638,425	8.64%	6.92%
School of Graduate Studies	1,031,348	986,934	(44,414)	-4.31%	0.85%
Total - Academic Affairs	\$63,290,708	\$65,104,451	\$1,813,743	2.87%	56.12%
ADMINISTRATION					
Administrative Services	\$7,614,159	\$7,501,268	(\$112,891)	-1.48%	6.47%
Human Resources	1,170,907	1,202,997	32,090	2.74%	1.04%
Other Administration	1,088,908	1,228,130	139,222	12.79%	1.06%
Subtotal - Administration	\$9,873,974	\$9,932,395	\$58,421	0.59%	8.56%
Institution-Wide	5,527,274	5,833,149	305,875	5.53%	5.03%
Total - Administration	\$15,401,248	\$15,765,544	\$503,518	2.37%	13.59%
FINANCIAL AFFAIRS					
Financial Affairs	\$2,861,041	\$2,905,483	\$44,442	1.55%	2.50%
Institution-Wide	1,562,441	2,142,097	579,656	37.10%	1.85%
Total - Financial Affairs	\$4,423,482	\$5,047,580	\$624,098	14.11%	4.35%
OFFICE OF THE PRESIDENT					
Office of the President	\$1,288,984	\$1,192,870	(\$96,114)	-7.46%	1.03%
Institution-Wide	40,698	39,698	(1,000)	-2.46%	0.03%
Total - Office of the President	\$1,329,682	\$1,232,568	(\$97,114)	-7.30%	1.06%
STUDENT AFFAIRS					
Enrollment Services	\$3,377,803	\$3,273,058	(\$104,745)	-3.10%	2.82%
Student Life	1,881,614	1,842,294	(39,320)	-2.09%	1.59%
Student Services	170,485	175,799	5,314	3.12%	0.15%
Other Student Affairs	503,283	1,056,627	553,344	109.95%	0.91%
Subtotal - Student Affairs	\$5,933,185	\$6,347,778	\$414,593	6.99%	5.47%
Institution-Wide	2,717,290	3,217,290	500,000	18.40%	2.77%
Total - Student Affairs	\$8,650,475	\$9,565,068	\$914,593	10.57%	8.25%
TECHNOLOGY					
	\$6,256,060	\$6,413,694	\$157,634	2.52%	5.53%
NON-DIVISIONAL					
Development/Marketing	\$2,548,038	\$2,648,095	\$100,057	3.93%	2.28%
Budget Reallocation Reserve	(1,492,000)	1,400,000	2,892,000	-193.83%	1.21%
Transfers to Other Funds	8,914,000	8,323,000	(591,000)	-6.63%	7.18%
Strategic Initiatives	1,906,307	500,000	(1,406,307)	-73.77%	0.43%
Total - Non-Divisional	\$11,876,345	\$12,871,095	\$994,750	8.38%	11.10%
Total General Fund	\$111,228,000	\$116,000,000	\$4,772,000	4.29%	100.00%

YOUNGSTOWN STATE UNIVERSITY

Auxiliary Detail
FY 2003 and FY 2004

INTERCOLLEGIATE ATHLETICS

	<u>FY 2003</u>	<u>FY 2004</u>	<u>CHANGE</u>	<u>PERCENT</u>
EARNED INCOME				
Football Tickets	\$900,000	\$900,000	\$0	0.00%
Basketball Tickets	225,000	300,000	75,000	33.33%
Guarantees	65,000	93,000	28,000	43.08%
Program Sales	25,000	25,000	0	0.00%
Concession/Vending				
Campus Vending Concessions	100,000	100,000	0	0.00%
Campus Telephone Commissions	5,000	5,000	0	0.00%
Royalty Commission	30,000	30,000	0	0.00%
NCAA Revenue Sharing	150,000	195,000	45,000	30.00%
Program Advertising Sales/Recognition	80,000	100,000	20,000	25.00%
Radio/Television Income	50,000	60,000	10,000	20.00%
Miscellaneous	106,400	171,297	64,897	60.99%
Scoreboard Advertising				
Football	100,000	100,000	0	0.00%
Basketball	50,000	60,000	10,000	20.00%
Viewing Boxes Contributions	420,000	439,000	19,000	4.52%
Total Earned Income	\$2,306,400	\$2,578,297	\$271,897	11.79%
OTHER RESOURCES				
General Fund Allocation	\$4,546,000	\$4,957,000	\$411,000	9.04%
Gifts	108,806	0	(108,806)	-100.00%
Athletic Event Concessions	100,000	100,000	0	0.00%
Total Other Sources	\$4,754,806	\$5,057,000	\$302,194	6.36%
TOTAL RESOURCES	\$7,061,206	\$7,635,297	\$574,091	8.13%
EXPENDITURES				
Permanent Staff	\$2,101,364	\$2,196,951	\$95,587	4.55%
Temporary Staff	212,917	206,964	(5,953)	-2.80%
Fringe Benefits	602,380	724,432	122,052	20.26%
Debt Service	121,634	122,876	1,242	1.02%
Scholarships	2,284,766	2,506,049	221,283	9.69%
Operating	1,738,145	1,878,025	139,880	8.05%
TOTAL EXPENDITURES	\$7,061,206	\$7,635,297	\$574,091	8.13%

YOUNGSTOWN STATE UNIVERSITY

Auxiliary Detail
FY 2003 and FY 2004

ATHLETIC CONCESSIONS

	<u>FY 2003</u>	<u>FY 2004</u>	<u>CHANGE</u>	<u>PERCENT</u>
EARNED INCOME				
Concession Sales	\$352,000	\$352,000	\$0	0.00%
TOTAL RESOURCES	<u>\$352,000</u>	<u>\$352,000</u>	<u>\$0</u>	<u>0.00%</u>
EXPENDITURES				
Permanent Staff	\$0	\$0	\$0	N/A
Temporary Staff	47,991	47,991	0	0.00%
Fringe Benefits	5,515	5,515	0	0.00%
Operating	298,494	298,494	0	0.00%
TOTAL EXPENDITURES	<u>\$352,000</u>	<u>\$352,000</u>	<u>\$0</u>	<u>0.00%</u>

HOUSING SERVICES

	<u>FY 2003</u>	<u>FY 2004</u>	<u>CHANGE</u>	<u>PERCENT</u>
EARNED INCOME				
Room Rentals and Board	\$5,270,600	\$4,368,450	(\$902,150)	-17.12%
Vending Machine Commissions	20,000	20,000	0	0.00%
Rentals-Guests and Special Groups	108,000	150,000	42,000	38.89%
Total Earned Income	<u>\$5,398,600</u>	<u>\$4,538,450</u>	<u>(\$860,150)</u>	<u>-15.93%</u>
OTHER RESOURCES				
General Fund Allocation	\$0	\$225,000	\$225,000	N/A
Inter-fund Loan from Kilcawley Reserves	0	200,000	200,000	N/A
Housing Contingency Reserve	0	250,000	250,000	N/A
Total Other Sources	<u>\$0</u>	<u>\$675,000</u>	<u>\$675,000</u>	<u>N/A</u>
TOTAL RESOURCES	<u>\$5,398,600</u>	<u>\$5,213,450</u>	<u>(\$185,150)</u>	<u>-3.43%</u>
EXPENDITURES				
Permanent Staff	\$409,610	\$440,771	\$31,161	7.61%
Temporary Staff	282,500	289,500	7,000	2.48%
Fringe Benefits	161,803	171,772	9,969	6.16%
Debt Service	825,000	1,145,000	320,000	38.79%
Operating	3,719,687	3,166,407	(553,280)	-14.87%
TOTAL EXPENDITURES	<u>\$5,398,600</u>	<u>\$5,213,450</u>	<u>(\$185,150)</u>	<u>-3.43%</u>

YOUNGSTOWN STATE UNIVERSITY

Auxiliary Detail
FY 2003 and FY 2004

BOOKSTORE

	<u>FY 2003</u>	<u>FY 2004</u>	<u>CHANGE</u>	<u>PERCENT</u>
EARNED INCOME				
Register Sales	\$4,500,000	\$4,750,000	\$250,000	5.56%
TOTAL RESOURCES	<u>\$4,500,000</u>	<u>\$4,750,000</u>	<u>\$250,000</u>	<u>5.56%</u>
EXPENDITURES				
Permanent Staff	\$364,962	\$386,249	\$21,287	5.83%
Temporary Staff	112,000	112,000	0	0.00%
Fringe Benefits	132,865	146,336	13,471	10.14%
Operating	3,890,173	4,105,415	215,242	5.53%
TOTAL EXPENDITURES	<u>\$4,500,000</u>	<u>\$4,750,000</u>	<u>\$250,000</u>	<u>5.56%</u>

PARKING SERVICES

	<u>FY 2003</u>	<u>FY 2004</u>	<u>CHANGE</u>	<u>PERCENT</u>
EARNED INCOME				
Parking Permits-Faculty & Staff	\$350,000	\$336,000	(\$14,000)	-4.00%
Parking Permits-Students	1,500,000	1,350,000	(150,000)	-10.00%
Parking Fines	30,000	50,000	20,000	66.67%
Parking Fees-Special Events	75,000	118,000	43,000	57.33%
Daily Parking Fees	70,000	60,000	(10,000)	-14.29%
Parking Meters	5,000	4,000	(1,000)	-20.00%
Parking Permits-Contracted Service	11,000	10,000	(1,000)	-9.09%
Control Card Replacement	500	500	0	0.00%
Weekly Permits	18,000	10,000	(8,000)	-44.44%
Total Earned Income	<u>\$2,059,500</u>	<u>\$1,938,500</u>	<u>(\$121,000)</u>	<u>-5.88%</u>
OTHER RESOURCES				
General Fund Allocation	\$20,000	\$0	(\$20,000)	-100.00%
TOTAL RESOURCES	<u>\$2,079,500</u>	<u>\$1,938,500</u>	<u>(\$141,000)</u>	<u>-6.78%</u>
EXPENDITURES				
Permanent Staff	\$326,181	\$343,150	\$16,969	5.20%
Temporary Staff	432,434	435,508	3,074	0.71%
Fringe Benefits	150,668	160,598	9,930	6.59%
Operating	1,170,217	999,244	(170,973)	-14.61%
TOTAL EXPENDITURES	<u>\$2,079,500</u>	<u>\$1,938,500</u>	<u>(\$141,000)</u>	<u>-6.78%</u>

YOUNGSTOWN STATE UNIVERSITY

Auxiliary Detail
FY 2003 and FY 2004

KILCAWLEY CENTER

	<u>FY 2003</u>	<u>FY 2004</u>	<u>CHANGE</u>	<u>PERCENT</u>
EARNED INCOME				
Food Services Commissions	\$190,000	\$200,000	\$10,000	5.26%
Candy Desk	40,000	50,000	10,000	25.00%
Duplication	580,000	580,000	0	0.00%
Graphic Center	25,000	30,000	5,000	20.00%
Recreation Room	10,000	10,000	0	0.00%
Room Rental	39,000	39,000	0	0.00%
Vending, Telephone and Miscellaneous	26,000	25,000	(1,000)	-3.85%
Student Locker Rent	2,500	2,500	0	0.00%
Total Earned Income	\$912,500	\$936,500	\$24,000	2.63%
OTHER RESOURCES				
General Fund Allocation	\$984,000	\$989,000	\$5,000	0.51%
TOTAL RESOURCES	\$1,896,500	\$1,925,500	\$29,000	1.53%
EXPENDITURES				
Permanent Staff	\$349,390	\$364,765	\$15,375	4.40%
Temporary Staff	159,500	168,000	8,500	5.33%
Fringe Benefits	124,392	135,109	10,717	8.62%
Operating	1,263,218	1,257,626	(5,592)	-0.44%
TOTAL EXPENDITURES	\$1,896,500	\$1,925,500	\$29,000	1.53%

TELEPHONE SERVICE-RESIDENCE HALL

	<u>FY 2003</u>	<u>FY 2004</u>	<u>CHANGE</u>	<u>PERCENT</u>
EARNED INCOME				
Local Service	\$112,000	\$100,000	(\$12,000)	-10.71%
Long Distance Service	35,000	15,000	(20,000)	-57.14%
TOTAL RESOURCES	\$147,000	\$115,000	(\$32,000)	-21.77%
EXPENDITURES				
Permanent Staff	\$11,430	\$12,926	\$1,496	13.09%
Temporary Staff	16,223	12,000	(4,223)	-26.03%
Fringe Benefits	4,812	5,253	441	9.16%
Operating	114,535	84,821	(29,714)	-25.94%
TOTAL EXPENDITURES	\$147,000	\$115,000	(\$32,000)	-21.77%

YOUNGSTOWN STATE UNIVERSITY

General Fund & Auxiliary FTE Summary
FY 2003 and FY 2004

EMPLOYEE GROUP	GENERAL FUND		AUXILIARIES		TOTAL	
	FY 2003	FY 2004	FY 2003	FY 2004	FY 2003	FY 2004
Full Service Faculty *						
Professor	194.00	189.00	0.00	0.00	194.00	189.00
Associate Professor	106.50	104.00	0.00	0.00	106.50	104.00
Assistant Professor	77.00	84.50	0.00	0.00	77.00	84.50
Instructor	25.00	26.00	0.00	0.00	25.00	26.00
Subtotal - Faculty	402.50	403.50	0.00	0.00	402.50 **	399.50 **
Extended Teaching Service	19.90	19.90	0.00	0.00	19.90	19.90
Summer Faculty	55.38	55.38	0.00	0.00	55.38	55.38
Part Time Faculty	136.52	135.93	0.00	0.00	136.52	135.93
Continuing Education	1.50	1.50	0.00	0.00	1.50	1.50
Department Chairpersons	17.50	17.50	0.00	0.00	17.50	17.50
Deans & Assistant Deans	8.00	14.00	0.00	0.00	8.00	14.00
Total Faculty & Deans	641.30	647.71	0.00	0.00	641.30	643.71
Professional/Administrative Staff						
Full-Time	191.50	185.50	62.50	58.00	254.00	243.50
Part-Time	9.26	6.76	12.01	12.45	21.27	19.21
Subtotal - Professional/Adm. Staff	200.76	192.26	74.51	70.45	275.27	262.71
Classified Staff						
Permanent (Full-Time & Part-Time)	370.23	362.17	28.00	27.75	398.23	389.92
Intermittent	31.79	31.29	9.35	9.75	41.14	41.04
Subtotal - Classified Staff	402.02	393.46	37.35	37.50	439.37	430.96
Total Prof./Adm. & Classified Staff	602.78	585.72	111.86	107.95	714.64	693.67
Total Faculty & Staff	1244.08	1233.43	111.86	107.95	1355.94	1337.38
Student Employees						
Graduate Assistants	88.22	88.22	0.38	0.00	88.60	88.22
Research Assistants	4.45	5.03	0.00	0.00	4.45	5.03
Student Assistants	168.49	155.80	59.02	54.45	227.51	210.25
Student Assistant Supervisors	3.79	2.94	11.69	13.61	15.48	16.55
Subtotal - Student Employees	264.95	251.99	71.09	68.06	336.04	320.05
TOTAL FTE POSITIONS	1509.03	1485.42	182.95	176.01	1691.98	1657.43

* 17.5 FTE deducted from Full Service Faculty for Chairpersons

** Includes estimated FTE totals for faculty vacancy reserve

**CAPITAL BUDGET
SOURCES OF FUNDING
Fiscal Years 2003 - 2004**

	<u>Reappropriations H.B. 524</u>	<u>Appropriations H.B. 675</u>	<u>Other Funds</u>	<u>TOTAL</u>
CAPITAL PROJECTS				
New Facilities	\$2,906,000	\$1,000,000	\$5,035,000 *	\$8,941,000
Major Renovation	628,000	800,000		1,428,000
Campus Development	518,000	850,000		1,368,000
Major Maintenance	446,000	2,175,000		2,621,000
Technology	127,000	3,634,000		3,761,000
Total Capital Projects	<u>\$4,625,000</u>	<u>\$8,459,000</u>	<u>\$5,035,000</u>	<u>\$18,119,000</u>
CAPITAL COMPONENT				
			\$783,000 ~	\$783,000
BASIC RENOVATIONS	\$1,559,000	\$2,824,000		\$4,383,000
INSTRUCTIONAL EQUIPMENT	\$0	\$892,000		\$892,000
TOTAL CAPITAL PROJECTS AND EQUIPMENT	<u><u>\$6,184,000</u></u>	<u><u>\$12,175,000</u></u>	<u><u>\$5,818,000</u></u>	<u><u>\$24,177,000</u></u>

* Local Funding - Capital Campaign

~ Includes \$433,000 balance forward and \$350,000 proposed from H.B. 95 pending legislative action

**CAPITAL BUDGET
FY 2004 SPENDING PLAN**

	<u>FY 2004</u>		<u>Total Project Costs</u>
	<u>Projected Costs</u>	<u>Funding</u>	
NEW FACILITIES			
Wellness and Recreation Center			
Architectural Design	\$618,000		
Construction	2,500,000		
Local Funding--Capital Campaign		\$3,118,000	\$12,000,000
Bliss Hall Phase IV			3,300,000
Construction	200,000		
HB 524 - Reappropriations		200,000	
TOTAL NEW FACILITIES	<u><u>\$3,318,000</u></u>	<u><u>\$3,318,000</u></u>	<u><u>\$15,300,000</u></u>

**CAPITAL BUDGET
FY 2004 SPENDING PLAN**

	FY 2004	
	Projected Costs	Funding
FACILITIES ENHANCEMENTS & EQUIPMENT		
CAMPUS DEVELOPMENT		
Purchase of Property	\$500,000	
Spring Street Renovation	250,000	
Development and Renovation	703,000	
FY03 - FY04 Capital Appropriation		\$350,000
HB 524 - Reappropriations		400,000
Capital Component		703,000
TOTAL CAMPUS DEVELOPMENT	\$1,453,000	\$1,453,000
MAJOR MAINTENANCE		
Campus-Wide Electrical Upgrades	\$500,000	
Steam Distribution & Central Utility Plant Upgrades	775,000	
Campus-Wide Building System Upgrades	200,000	
FY03 - FY04 Capital Appropriation		\$1,475,000
TOTAL MAJOR MAINTENANCE	\$1,475,000	\$1,475,000
MAJOR RENOVATION		
Classroom Upgrades	\$600,000	
Tod Hall Renovations	146,000	
Beeghly Center Rehabilitation	249,000	
Ward Beecher/HVAC Upgrade	156,000	
FY03 - FY04 Capital Appropriation		\$600,000
HB 524 - Reappropriations		551,000
TOTAL RENOVATIONS	\$1,151,000	\$1,151,000
TECHNOLOGY		
Administrative Tech Comp Sys Improvement	\$2,634,000	
Technology Upgrades	324,000	
FY03 - FY04 Capital Appropriation		\$2,958,000
TOTAL TECHNOLOGY	\$2,958,000	\$2,958,000
BASIC RENOVATIONS		
Restroom Upgrades-Multiple Buildings	\$400,000	
Facilities Master Planning	200,000	
Exterior Doors/ Windows Renovations	150,000	
Masonry Restorations	100,000	
Exterior Concrete Renovations	350,000	
Beeghly Center	400,000	
Stambaugh Stadium Renovations	150,000	
Other Basic Renovations	180,000	
FY03 - FY04 Capital Appropriation		\$1,050,000
HB 524 - Reappropriations		800,000
Capital Component		80,000
TOTAL BASIC RENOVATIONS	\$1,930,000	\$1,930,000
INSTRUCTIONAL EQUIPMENT		
Instructional Equipment	\$892,000	
FY03 - FY04 Capital Appropriation		\$892,000
TOTAL INSTRUCTIONAL EQUIPMENT	\$892,000	\$892,000
TOTAL FY 2004	\$ 13,177,000	\$ 13,177,000

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

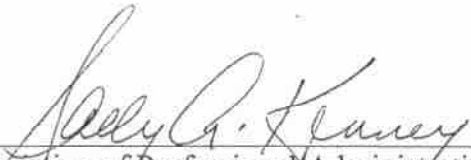
June 4, 2003

**ARTICLE 1
AGREEMENT**

1.1: This is an Agreement between Youngstown State University (hereinafter referred to as the University or YSU or the Administration) and the Youngstown State University Association of Professional/Administrative Staff, an affiliate of the National Education Association and the Ohio Education Association (hereinafter referred to as the YSU APAS or the Association).

1.2: The purpose of this Agreement is to set forth the understanding between the parties as to the terms and conditions of employment of members of the bargaining unit specified herein. The parties reaffirm their mutual belief in and acceptance of good faith collective bargaining as a means of pursuing their mutual goals of excellence in education and academic standards.

1.3: This Agreement shall constitute the sole and entire Agreement between the parties with respect to matters set forth herein. All personnel policies or practices in conflict with the provisions hereof are discontinued.



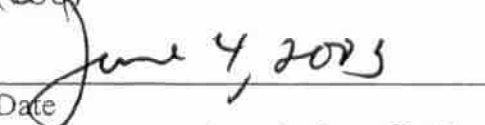
Association of Professional Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003


ARTICLE 2
RECOGNITION AND SCOPE OF UNIT

2.1: **Recognition:** The University hereby recognizes the Association as the exclusive representative of the members of the bargaining unit defined within Article 2 of this Agreement, in accord with Ohio Revised Code 4117.

2.2: The bargaining unit shall consist of those employees of the University serving in positions in the bargaining unit certified by the Ohio State Employment Relations Board (hereinafter SERB) in Case No. 90-REP-12-0318 on January 16, 1991 and year 2000 SERB case (pending SERB certification), as subsequently amended by order of the State Employment Relations Board. The positions included in the bargaining unit are listed on Appendix A to this Agreement.

2.3: Excluded from the bargaining unit shall be all other employees of the University, all students (other than bargaining unit members enrolled in classes), all individuals who are not "public employees" as defined by Ohio Rev. Code 4117 and all employees whose employment is dependent on externally funded sources. Professional/Administrative positions excluded from the bargaining unit are listed on Appendix B to this Agreement.

2.4: If, during the term of this Agreement, a question arises concerning the bargaining unit status of one or more full-time or part-time Professional/Administrative staff members whose titles are not listed on Appendix A or B, or whose title is listed on Appendix A or B, but whose duties and responsibilities have changed significantly during the term of the Agreement, the parties will meet to discuss the matter before submitting the issue to the Ohio State Employment Relations Board for a final and binding determination of bargaining unit membership. If the University and the Association do not agree upon the status of a Professional/Administrative Staff member whose responsibilities and duties have changed significantly during the term of the Agreement, the staff member's bargaining unit status will remain unchanged until a final and binding determination by the Ohio State Employment Relations Board.



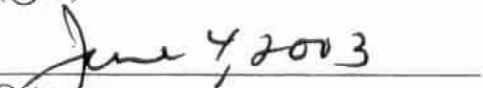
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 3
TERM OF AGREEMENT

3.1: Upon ratification by the parties, this Agreement shall become effective at 12:01 a.m. on July 1, ~~2000~~ 2003, and shall remain in effect until 11:59 p.m. on June 30, ~~2003~~ 2006.

3.2: Successor Agreement: On or before January 1, ~~2003~~ 2006, either party may notify the other that it wishes to renew or modify this Agreement. In this event, the parties shall meet no later than April 1, ~~2003~~ 2006, to negotiate with respect to a successor Agreement.




Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 4
SALARIES

4.1: Salary Increases: All full-time staff in the bargaining unit who were appointed to their positions on or before April 1, ~~2000~~ 2003 and continue in that position for ~~2000-2001~~ 2003-2004 shall receive the following increases:

Effective July 1, ~~2000~~ 2003:

The University will increase the ~~1999-2000~~ 2002-2003 base salaries of all full-time employees covered by this Agreement by three percent (3%).

Effective July 1, ~~2001~~ 2004:

The University will increase the ~~2000-2001~~ 2003-2004 base salaries of all full-time employees covered by this Agreement by three percent (3%).

Effective July 1, ~~2002~~ 2005:

The University will increase the ~~2001-2002~~ 2004-2005 base salaries of all full-time employees covered by this Agreement by three percent (3%).

4.2: Enrollment Incentive: If the 14th day full-time equivalent (FTE) student enrollment at YSU reaches 10,680 for any semester during the term of this contract, bargaining unit members shall receive a one percent (1%) full-time base salary increase effective the third pay day after the 10,680 FTE enrollment level is achieved. Only one base salary adjustment shall be made as an enrollment incentive during the term of this contract.

A bargaining unit member must have been employed within the bargaining unit for a minimum of six months as of the date the 10,680 enrollment level is achieved. If an eligible bargaining unit member terminates employment at the University or transfers to a non-bargaining unit position prior to the effective date of the enrollment incentive, no base salary adjustment will be made.

4.3: Salary Ranges: Salaries of full-time 12-month positions in the bargaining unit shall be subject to the salary minima and maxima reflected in the Salary Ranges which appear in Appendix C. Salaries of full-time 10-month positions in the bargaining unit shall be subject to salary minima and maxima that are 10/12 of the ranges printed in Appendix C. Salaries of full-time 9-month positions in the bargaining unit shall be subject to salary minima and maxima that are 9/12 of the ranges printed in Appendix C. A list reflecting the Salary Ranges to which full-time positions in the bargaining unit are assigned appears in Appendix D to this Agreement. ~~Effective July 1, 2002 the minima of all salary ranges will be increased by four percent (4%). Effective July 1, 2000 the maxima of all salary ranges will be increased by nine percent (9%). Effective July 1, 2002, the maxima of all salary ranges will increase by two percent (2%).~~

Full-time bargaining unit members who possess or earn a higher degree than which is required in their position description will receive a salary adjustment of \$500 to be added to his/her base salary in the next contract year for each higher degree possessed or earned (i.e., if a Bachelor's degree is required, \$500 will be awarded for a Master's degree; if a Master's degree is required, \$500 will be awarded for a Doctorate).

Bargaining unit members whose position descriptions require a Master's degree and who possess or earn a second Master's degree will receive a salary adjustment of \$500 to be added to his/her base salary in the next contract year. Bargaining unit members who are hired with the equivalent combination of education and experience in lieu of the degree required in their position description, will not receive \$500 when they earn the required degree.

4.43: PERS "Salary Reduction Pick-Up": The University will continue to administer the PERS "Salary Reduction Pick-Up" in effect prior to the ratification of this Agreement. This means that the University will, for all members of the bargaining unit who are enrolled in PERS, reduce their salaries by the amount of the PERS employee contribution, and with the amount of salary reduced, pay the employee's contribution as an employer's contribution to PERS. The "Salary Reduction Pick-Up" will be uniformly applied to all members of the bargaining unit as a condition of employment for those who are enrolled in PERS. The "Salary Reduction Pick-Up" will be uniformly applied to all payments made by the University to all members of the bargaining unit who are enrolled in PERS. If subsequent changes in PERS regulations, State or federal law, or governing State or federal tax regulations nullify the "Salary Reduction Pick-Up" the "Salary Reduction Pick-Up" will cease in accordance with the revised regulations or law, and the University will have no residual obligation to members of the bargaining unit related to the "Salary Reduction Pick-Up."

4.54: Initial Appointment of Full-Time Employees: An individual may be hired at an initial salary and Salary Range assignment appropriate to the structure and grade which he/she is appointed. The job posting shall include the entire salary range of the position. In establishing the initial salary, the University shall take into consideration, among other factors, the previous experience and the educational background of the individual being hired in keeping with the recommendations made in the 2002-2003 Salary Study, as well as the salaries of other members of the bargaining unit serving in the same structure and grade.

4.6: Movement Within Salary Grade: The Association and the Administration shall form a joint committee to develop a framework for within-grade salary adjustments. The committee shall consist of three (3) members appointed by the Association and three (3) members appointed by the Administration. The committee shall begin its meetings no later than November 1, 2003 and make its written recommendations to the Association and the Administration by May 1, 2004. Any terms and conditions resulting from the recommendations will be implemented no later than July 1, 2004.

4.75: Pay Grade Changes: A full-time member of the bargaining unit may make a request in writing to the Executive Director of Human Resources that his/her Pay Grade assignment be re-evaluated. If the Executive Director of Human Resources determines that a position will be moved to a higher Pay Grade, the bargaining unit member will receive a minimum five percent (5%) salary increase for each Pay Grade move upward.

4.86: Distinguished Service Program: Each year, up to six (6) full-time members ~~and one (1) part-time member~~ of the bargaining unit shall be granted a Distinguished Service Award in recognition of outstanding performance of their duties. The recipients shall be selected by a three (3) member Distinguished Service Committee, which shall be chaired by the President of the University or his/her designee, with one member designated by the President of YSU APAS, and the third member designated by the first two members.

Full-time Bargaining Unit Member Eligibility: Full-time Bargaining unit members must have five (5) complete years of University service by March 1, of the selection year. A complete year of service will be credited provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay.

Part-time Bargaining Unit Member Eligibility: Part-time bargaining members must have completed the equivalent of three (3) years of University service within the bargaining unit by March 1 of the selection year (i.e., 50 FTE bargaining unit members would be eligible after six (6) years of service). A year of service will be credited provided the individual serves a minimum of three-fourths (3/4s) of the normal contract year, exclusive of extended sick leave and leave without pay; if the bargaining unit member is under contract for less than 12 months each year, the years of service will be prorated. **For example, if an employee worked 9 months each year at .75 FTE for five years, s/he would receive $[(.50 \times 9/12) \times 5] = 1.875$ years of credit.**

Candidates for the Distinguished Service Award may nominate themselves or may be nominated by a YSU student, a YSU employee, or a YSU alumnus/alumnae. Such nominations shall be made on a form available in the Office of the Executive Director of Human Resources. Written justification for the nomination must be attached to the form. ~~Full-time~~ Recipients of the Distinguished Service Award shall receive \$1200; a stipend of \$600 and \$600 to be added to his/her base salary in the next contract year. ~~a part-time recipient shall receive a stipend of \$600.~~ The President of the University shall make an appropriate public announcement of the awards each year. There shall be no restriction on the number of times an individual may receive a Distinguished Service Award.

4.97: Ten-Year Appraisal Benefit: Full-time bargaining unit members will be eligible for a base salary adjustment after ten (10) years of continuous full-time University service, which includes five (5) years APAS service, if they meet at least three (3) of the four (4) criteria listed in A through D below.

No bargaining members will receive more than a one-time four percent (4%) base salary increase in addition to any annual increase during the term of this Agreement. Bargaining unit members who move up one Pay Grade must have served five (5) years in their new Pay Grade to be eligible for the ten-year appraisal benefit.

All full-time staff salaries will be calculated on a twelve-month (12) equivalency to determine eligibility for the ten-year appraisal benefit. Eligibility for the ten-year appraisal benefit will be determined after annual raises have been added to a bargaining unit member's salary at the completion of his/her tenth (10th) year.

- A. Two (2) most recent Performance Evaluations;
- 1) APAS member must receive at least a rating of "satisfactory" (S) in all job characteristics.
 - 2) Must receive a rating of "exceed requirements" (E) in at least three (3) segments of job characteristics. Bargaining unit members who are reporting to a new supervisor (in such supervisory position for less than six months) may elect to have their last three (3) evaluations considered in meeting this requirement.

Bargaining unit members applying for the ten-year appraisal benefit who do not have two (2) performance evaluations utilizing the current performance evaluation form (see Appendix F) will utilize the criteria and evaluation form in the 1997-2000 Agreement.

- B. A bargaining unit member must have received at least one (1) Distinguished Service Award in the most recent five (5) years of service, including application year.
- C. A bargaining unit member must have completed six (6) semester hours of course work

(with C or better grade) or 90 classroom hours of training, seminars or continuing education courses during the most recent five (5) years of service, including application year. All course work and/or classroom hours must have relevance to the bargaining unit member's job. The supervisor must affirm the relevance of the course work as part of the application for the benefit. The bargaining unit member must provide a copy of a certification form for all courses taken. If the course does not have a certification form, the bargaining unit member will obtain a copy of a verification form from Human Resources and have it signed by the instructor in charge. The University is responsible for funding professional development experiences only to the extent of benefits in this Agreement.

- D. A bargaining unit member must have performed University or community service at least twice in the most recent five (5) years of service, including application year. At least one of the service components must be University service. Acceptable service components are:
- 1) Served on departmental, division, or University committee for a year or served as a member of the APAS collective bargaining team during at least one (1) of the previous two (2) negotiation sessions, or served at least two (2) years as a member of the Executive Committee of APAS during the past five (5) years.
 - 2) Received a grant coordinated by the University Grants and Contracts Office within the past five (5) years.
 - 3) Performed Community Service (must have served on one of the following):
 - Served on University/University Community partnership committee/ team.
 - Served as an officer of a community board.
 - Served as a member of two (2) community boards in the past five (5) years.

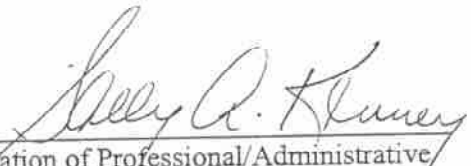
Bargaining unit members who wish to be considered for the ten-year appraisal benefit must apply, by April 1 of their tenth (10th) year of service, by completing a form provided by the Executive Director of Human Resources. The applicant must cite the credentials that meet the criteria for the ten-year appraisal benefit. A committee consisting of two (2) members appointed by the Executive Director of Human Resources and two (2) members appointed by the President of APAS, shall choose a fifth member who will chair the committee. The committee will review applications to determine if candidates have met the criteria. The committee's decision is final and binding. There is no appeal and its decision is not grievable.

For purposes of determining eligibility for the ten-year appraisal benefit, years of service refers to continuous full-time fiscal contract years of service. If a member of the bargaining unit is appointed to a full-time position on any date other than the normal beginning of a fiscal contract year, the initial year of service shall count if the individual serves a minimum of three-fourths (3/4's) of the complete fiscal contract year, exclusive of extended sick leave and leave without pay. Other years of service shall be considered complete years of service provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay.

4.108: Salaries for Part-time Staff: Members of the bargaining unit who are part-time staff shall have their positions audited and placed in the appropriate pay grade. Position audits will be complete by March 31, 2001. Continuing members of the bargaining unit who are part-time staff shall receive the salary increases provided for in Section 4.1, pro-rated based on the part-time employee's FTE as defined in

Article 10, Section 10.1. Members of the bargaining unit who are part-time shall be paid no less than the minimum salary of their pay grade. Salaries of part-time staff which must be raised beyond the salary increases provided for in Section 4.1, will be retroactive to July 1, 2000.


4119: Supplemental Contracts: Supplemental pay for bargaining unit members will be in accord with the University's policy for Supplemental Pay for Staff (University Guidebook Number 7023.01).



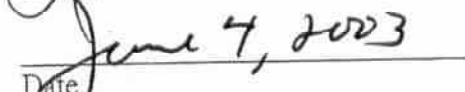
Association of Professional/Administrative/
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 5
INSURANCE BENEFITS

5.1: Health Care Advisory Task Force: The University and the Association support the continuance of the University Health Care Advisory Task Force, consisting of at least two (2) representatives from the University and at least two (2) representatives from the Association. The charge of the task force is to review and assess existing medical, dental, prescription drug, and life insurance benefits currently provided by the University and to explore viable options for maintaining benefits levels. During the term of this Agreement, the HCATF shall determine the impact of the Health Insurance Portability and Accountability Act of 1996 and review other health related issues presented to the Task Force. The HCATF shall make annual reports to the University and Association.

5.2: ~~During the period July 1, 2000 to August 15, 2002 through December 31, 2002, the University agrees to maintain the existing benefits for bargaining unit members as they are in effect June 30, 2000 August 15, 2002.~~ Effective January 1, 2003, and for the duration of this Agreement, members of the bargaining unit will have not less than three group health insurance plans from which to choose, with benefits under each plan equivalent to or better than those provided in the certificates that were in place as of January 1, 2002, except that the enhanced benefit levels specified in the schedule attached hereto as Appendix G shall be provided. Members of the bargaining unit will annually have the right to enroll in one of the plans during the open enrollment period established by the University. During the term of this Agreement, the premium for all group insurance benefits for active employees will be paid by the University. Effective January 1, 2003, and for the duration of this Agreement, the University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plan) for out-of-network charges incurred by the bargaining unit member or his/her covered dependents as a result of use of a non-network hospital. An Internal Revenue Code (IRC) Section 125 benefit plan is available to bargaining unit members. 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 selecting this benefit. Employee contributions under this plan will be made by payroll deduction. Monthly administrative charges for the Third Party Administrator (TPA) of the program shall also be paid by payroll deduction and shall not increase for the duration of this Agreement. Enrollment in IRC Section 125 plans requires participation from January 1 to December 31 of any year.

5.3: Dental: For the duration of the Agreement, the University will continue to provide the same group dental insurance benefits with a deductible of \$50 per covered person each calendar year.

5.4: Life Insurance: Subject to Section 5.5, the University will provide at no cost to the bargaining unit member, term life insurance in an amount equal to two and one half (2½) times the bargaining unit member's annual salary, subject to a cap of \$150,000.

5.5: When a bargaining unit member attains age 60, the amount of group term life insurance will be sixty-five percent (65%) of the amount determined pursuant to Section 5.4. Said amount shall be reduced by five percent (5%) decrements at each succeeding age, subject to a minimum amount of insurance equal to the bargaining unit member's current annual salary.

5.6: Prescription: The University will maintain a the prescription drug program as specified in Appendix G.

5.7: **Retiree Life Insurance:** Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of insurance in effect as of the date of their retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$35,000 by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket. The rates paid by the retiree shall be actual rates by age group established by the carrier. Such policy for a retiree will not include accidental death and dismemberment insurance.

5.8: **Pre-Admission Certification/Concurrent Review:** In order to assist bargaining unit members in the avoidance of medically unnecessary hospitalization, the University shall maintain a program of Pre-Admission Certification/Concurrent Review, to be administered by the Insurance Company. Room and board costs for periods of hospitalization which do not conform to the Insurance Company standards of Pre-Admission Certification/Concurrent Review shall be covered at fifty percent (50%) of the regular coverage.

5.9: Part-time employees in the bargaining unit shall receive insurance benefits as provided in Article 10 of this Agreement.



Association of Professional/Administrative
Staff (APAS)

Date June 4, 2003



Youngstown State University
(YSU)

Date June 4, 2003

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

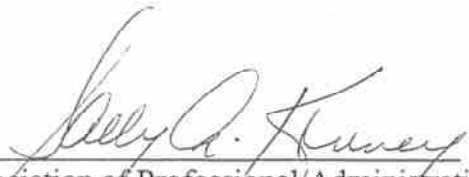
June 4, 2003

ARTICLE 6
STAFF DEVELOPMENT LEAVES/STAFF DEVELOPMENT

6.1: Staff Development Leaves: For each of the fiscal years of this Agreement, the University will support a minimum of two (2) Staff Development Leaves for full-time members of the bargaining unit. Each leave shall be for up to six (6) months duration unless additional time is approved. Each leave recipient shall be paid 100% of his/her salary while on leave. The University will maintain group insurance coverage for leave recipients at no cost to them, and all other rights and privileges shall remain in effect during the leave as though the individual were not on leave. A maximum of twenty (20) percent of one-third (1/3) of the average salary of FULL-TIME bargaining unit MEMBERS, budgeted for the prior year, will be budgeted for anticipated expenses to be incurred during the leave(s). The purpose of Staff Development Leaves shall be to permit staff members to engage in professional/educational activities that are related to their positions at the University and will serve to enhance their professional contributions to the University as staff members. Applications for Staff Development Leaves may be submitted to the University on a form made available through the office of the Executive Director of Human Resources. The Administration and the leave applicant shall make every reasonable effort to redistribute job responsibilities during the requested leave. The deadline for submitting an application shall be March 1, of each year. If March 1 falls on a Saturday or Sunday, the deadline is the next working day. Leave applicants will be interviewed by a three-member committee, with one member designated by the President of the Association, one member designated by the President of the University, and the third member designated by the first two members. The committee will forward its recommendations, including a recommended distribution of budgeted expenses, to the President of the University within thirty (30) days following the deadline for applications, and the President of the University shall announce the names of leave recipients within thirty (30) days following receipt of the committee's recommendations. The decision of the President of the University shall be final and binding.

6.2: General Provisions: A member of the bargaining unit may be granted a leave under the provisions of this Article only after he/she has been granted Continuity of Employment by the University. A recipient of a leave shall return to the University for a minimum of one (1) year. If the leave recipient resigns or retires from the University prior to the completion of the return period, he/she shall reimburse YSU his/her salary and budgeted expenses paid by YSU during the leave period. Leave recipients who fail to return to YSU for the specified period following completion of the leave shall be permitted to arrange a schedule of payments over a period not to exceed two (2) years. Within sixty (60) days after the completion of the leave, the bargaining unit member shall submit to the President of the University a brief written report of leave activities. Leave for more than one (1) bargaining unit member from any work area, for the same time or overlapping time period, must be approved by the department head.

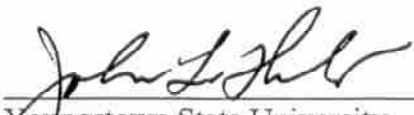
6.3: Staff Development: In order to afford bargaining unit members the advantage of the staff development opportunity, any and all materials pertaining to staff professional development provided by any professional organization in which the University holds a membership (i.e. announcements of conferences, research opportunity, etc.) shall be made available to each bargaining unit member in the relevant job assignment area within a reasonable time after their receipt by the University.



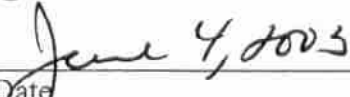
Association of Professional/Administrative Staff (APAS)



Date



Youngstown State University (YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 7
LEAVES AND VACATION

The parties intend that this Article shall in all aspects be construed and applied in a manner to provide benefits not less than those in the Family Medical Leave Act of 1993. In any event, a bargaining unit member will be provided whichever benefits are greater between the provisions provided in this article and in the Family Medical Leave Act.

7.1: General: Leaves of absence shall be granted in accordance with the following provisions. If the provisions, hereinafter, provide a bargaining unit member with more than one (1) option as to which leave may be used, the bargaining unit member may apply for the leave which is most beneficial to his/her circumstances.

7.2. Sick Leave:

- A. Sick Leave is the authorized absence of an employee with pay because of personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees and, because of illness, injury, or death in the employee's immediate family. Immediate family shall be defined as father, mother, sister, brother, spouse, children, step-children, step-parent, immediate relative-in-law, grandparents, grandchildren, foster parents and foster children, legal guardian, ~~or any person who stands in place of a parent (*in loco parentis*) or a domestic partner. A domestic partner is defined as a person who, according to the employee's affidavit, has shared a committed, on-going domestic relationship with the employee for not less than the continuous preceding twelve (12) months.~~ A biological father is entitled to use five (5) days of sick leave upon the birth of his child.
- B. Each full-time bargaining unit member earns sick leave at the rate of one and one-quarter days per month. Sick leave is cumulative without limit. The Administration will make available to each bargaining unit member a report showing accumulated sick leave as of a specified point in time.
- C. Sick Leave may be used during any period of time in which the employee is under contract to perform services for the University. An employee shall report all uses of sick leave on the APPLICATION FOR USE OF SICK LEAVE form in accord with the directions for use attached thereto.
- D. A continuous period of sick leave commences with the first day of absence and includes all subsequent days until the employee returns to work. Saturdays and Sundays (if the employee is not scheduled to perform services), and official holidays established and/or observed by the University shall not be counted. During any seven-day period, the maximum number of days of sick leave charged against any employee shall be five.

- E. All unused sick leave accumulated prior to the effective date of this Agreement shall be available for use by the employee.
- F. The University will advance sick leave to new employees during the first year of their employment, provided the amount of sick leave advanced shall not exceed in total the amount the employee would earn during the fiscal year in which it is granted.

7.3: Sick Leave Bank: The University agrees to establish a sick leave bank for YSU APAS bargaining unit members. Procedures for operation of the APAS Sick Leave Bank will be recommended by a joint committee consisting of one (1) APAS appointee and one (1) Administrative appointee. The committee will convene no later than September 1, 2003 and make its written recommendation to the Association and the Administration by December 1, 2003.

7.43: Legal Leave: Employees may be granted court duty leave with pay and shall be granted jury duty leave with pay for such purposes. Evidence in the form of a subpoena or other written notification shall be presented to an appropriate administrator as far in advance as possible. All compensation in excess of fifteen dollars (\$15.00) per day (excluding travel allowance) received from court during such leave shall be deposited with the YSU Bursar. Legal leave with pay is not allowed for situations in which an individual is appearing as a witness for remuneration.

7.54: Professional Leave: Professional leave is leave with pay to attend professional meetings, conferences, and seminars. Requests for professional leave must be submitted at least thirty (30) days in advance of the proposed leave to an appropriate administrator, and must be approved by the Administration prior to the individual going on professional leave.

7.65: 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.

7.76: Short-Term Military Leave: When an employee must fulfill temporary military duty with the armed forces of the United States or with a national guard unit, and this occurs during a contract period, the Administration shall grant leave to the individual for this purpose. All benefits shall be continued, including pay, subject to provisions of the insurance policies and restrictions of law, if any. Such leave shall not exceed thirty-one (31) days.

7.87: Long-Term Military Leave: A long-term military leave of absence without pay will be granted to any P/A staff member in the event of call-up or involuntary induction into the armed forces of the United States or a national guard unit for extended duty, i.e., more than thirty-one (31) days. Upon return from such leave the individual shall be placed at the same position on the salary schedule that he/she would have held had the individual worked in the University during such period. If it is possible, the individual will notify the Administration at least ninety (90) days prior to returning. Any voluntary extensions or re-enlistments shall terminate the employee's rights under this section.

7.98: Disability Separation and Disability Retirement:

- A. **Disability Separation** - A bargaining unit member who has exhausted all forms of paid leave and who is not eligible or has exhausted medical leave without pay, may be disability separated in accordance with the provisions of the Ohio Revised Code.
- B. **Disability Retirement** - A bargaining unit member who is eligible may apply for disability retirement in accordance with the provisions of PERS.

7.109: Leave Without Pay: Leave without pay may be granted when the staff member and the Administration agree that the leave will enhance the employee's value to the University, and when the Administration can make temporary arrangements to cover the assignments ordinarily performed by the individual. Leave without pay may extend from a few days to a full year. Leave without pay may be renewed for an additional year(s), provided the total period of absence from duty does not exceed three (3) years. In situations where the nature of proposed leave activities necessitates a period of absence longer than one year, the staff member may request a leave without pay of two or three complete fiscal years. The leave request, however, must address the necessity of the period for which leave without pay is requested. The individual granted leave without pay shall receive the pay increments specified in Article 4 ("Salaries") as if he/she were at YSU. Included in the three-year limitation shall be any other leaves which the individual takes immediately preceding or succeeding a leave without pay. Applications for leave without pay of six (6) months or longer shall be made at least one hundred eighty (180) days prior to the period of proposed leave. Short-term or emergency leave without pay will be considered on an individual basis.

Medical Leave Without Pay: An eligible bargaining unit member whose absence due to a serious health condition exceeds accrued sick leave may take Medical Leave Without Pay for up to twelve (12) weeks. A non-probationary bargaining unit member may be granted such leave for up to six (6) months. The University may require medical certification and/or a second opinion to support a leave of this type. If the University has 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 his/her duties by a specified date that is no later than one (1) year from the last day on the job, a request for extension of Medical Leave Without Pay will be considered.

- A. A bargaining unit member on this type of leave will receive all group insurance on the same basis as employees in active pay status.
- B. Vacation may be substituted for a portion of the Employee Medical Leave.
- C. A bargaining unit member on this type of 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.

7.110: Visiting Staff Leave: An employee may be granted leave to work at another accredited institution of higher education while an employee from that institution works at YSU. This leave shall be limited to a maximum of one year. The YSU employee's full salary, fringes, PERS contributions, and all other rights and privileges shall remain in effect during the leave as though the individual were at YSU. The other individual's institution shall bear sole responsibility for his/her salary, fringes, and other rights and privileges. The YSU staff member's application shall provide information on the other exchange staff member and the proposed duties of both the YSU employee and the other individual during the period of leave. Each individual shall be prepared to assume a regular, full load at the host institution. This leave requires the approval of the Administration of both institutions. Persons on such leave shall be referred to as "Visiting Staff Members" at the host institution. Relocation costs shall be the responsibility of the Visiting Staff Members.

7.124: Political Leave: A staff member who is elected or appointed to a full-time political office may be granted leave without pay for the duration of his/her term of office; this leave shall not exceed four (4) years.

7.1312: Child Care Leave:

- A. **Biological Mother:** Once a P/A staff member is certified by her physician to be medically capable of performing her regular duties, she will be entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- B. **Biological Father:** In addition to the sick leave provisions in Article 7.2, a male P/A staff member, upon the birth of his child, is entitled to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- C. **Adoptive Parents:** A P/A staff member is entitled, upon the adoption of a child, to leave without pay for a period not to exceed six (6) months for the purpose of child care.
- D. **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.
- E. Application for CHILD CARE LEAVE shall be made in writing to the Executive Director of Human Resources not later than thirty (30) days prior to the effective date for such leave, and such request shall state the anticipated duration of the leave. In the case of an application for CHILD CARE LEAVE by an adoptive parent, this thirty (30) day requirement shall be waived. In the case of CHILD CARE LEAVE related to pregnancy, the request shall be accompanied by a statement from the attending physician giving the expected date of delivery.
- F. During the period of CHILD CARE LEAVE, the employee on leave will be deemed to be relieved temporarily of his/her YSU duties.
- G. 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.

7.1413: Vacation:

- A. Full-time bargaining unit members who have not yet achieved continuity of employment are entitled to vacation as follows:

12-month staff:	18 days per year
10-month staff:	15 days per year
9-month staff:	13.5 days per year
- B. Full-time bargaining unit members who have achieved continuity of employment but who have less than 22 years of full-time service are entitled to vacation as follows:

12-month staff:	22 days per year
10-month staff:	18.25 days per year
9-month staff:	16.50 days per year
- C. Full-time bargaining unit members with twenty-two (22) years of full-time service or more are entitled to vacation as follows:

12-month staff:	25 days per year
10-month staff:	20.75 days per year


- D. Classified civil service staff who enter the P/A staff will accrue vacation as follows:
- Full-time staff with less than seven (7) years of full-time University service are entitled to vacation as described in Article 7.13A.
- Full-time staff with seven (7) or more years of full-time service but less than twenty-two (22) years of full-time service, or who have achieved continuity of employment, are entitled to vacation as described in Article 7.13B.
- Full-time staff with twenty-two (22) or more years of full-time service will accrue vacation as described in Article 7.13C.
- In accordance with University policy, any employee entering the P/A staff with a vacation balance exceeding the forty (40) day maximum accrual, will be reduced to thirty-five (35) days, with a one-time payment for the balance made to the employee.
- E. Part-time bargaining unit members whose appointments equal or exceed an FTE of .75, as defined in Article 10.1 and specified on the individual contract of appointment who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Article 7.13A. Bargaining unit members whose appointments equal or exceed an FTE of .50 and are less than .75 FTE as defined in Article 10.1, and are serving on a twelve (12) month contract of appointment, who have completed one contract year of service and entered a second year of service are entitled to vacation prorated on the basis of the full-time schedule set forth in Article 7.13A.
- F. **Scheduling of Vacation:** Vacation may be taken at a time or times mutually convenient to the bargaining unit members and the University. Staff members planning to be on vacation shall file a written request at least two (2) weeks before the date of anticipated vacation, unless a shorter notice for a vacation is acceptable to the department head; in departments where two (2) or more staff may not be on vacation at the same time, or where certain seasonal departmental activities require the presence of certain staff at certain times, longer range vacation sign-up schedules may be implemented. When multiple requests for vacation are received simultaneously, vacation shall be granted to the employee with the higher FTE; in the event that FTEs are equal, University seniority will prevail. Vacation requests will be acted upon within two (2) weeks after the written request is filed by the bargaining unit member.
- G. Vacation is accrued on a monthly basis while in active pay status and may be taken as it accrues beginning with the first day of the fourth month of employment.
- H. **Vacation accrual:** Vacation for full-time staff may accrue to a maximum of 40 days; staff who reach the maximum accrual will not earn vacation until they have taken sufficient vacation to lower the balance below 40 days. Part-time staff shall not earn vacation except as expressly set forth herein. Part-time staff entitled to vacation shall accrue a maximum of vacation days prorated on the basis of the full-time maximum accrual (i.e., a .75 part-time employee can accrue $40 \text{ days} \times .75 = 30 \text{ days}$ maximum

accrual). Following notice of intent to resign, retire or otherwise terminate his/her employment with the University, an employee may not schedule vacation without the consent of the Executive Director of Human Resources or his/her designee. Provided an employee gives at least thirty (30) days written notice to the Executive Director of Human Resources prior to the effective date of resignation, retirement or separation, the employee may elect to convert unused vacation time into cash payment. Notwithstanding other provisions of this section, the bargaining unit member shall have the option of taking accrued vacation, with the approval of the supervisor, for the final two weeks of employment.

7.1514: Association Leave:

- A. A paid leave of up to thirteen (13) and unpaid leave of up to two (2) aggregate days will be granted to Association representatives to attend the Union Representative Assemblies and related committees off campus each year. A bargaining unit member may not use more than five (5) days of such leave in any one 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.
- B. Use of vacation time or leave without pay of up to five (5) days each shall be granted to no more than two (2) bargaining unit members to attend Leadership Academy off campus each academic year. 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.

7.1615: Emergency Leave: In the event the University cancels classes and employees are required to work, a bargaining unit member who is unable to report to work may utilize paid Emergency Leave. Use of such leave is limited to one (1) day per contract year.


Association of Professional/Administrative
Staff (APAS)

June 4, 2003
Date


Youngstown State University
(YSU)

June 7, 2003
Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003

**ARTICLE 8
GRIEVANCE PROCEDURE**

8.1: Purpose: The purpose of this article is to set forth a prompt and equitable method for resolving disputes between the parties during the term of this Agreement. Under this article, the Association, or a member(s) of the bargaining unit, may file a grievance in which he/she or they claim that a provision of this Agreement has been violated. Grievances shall be processed on the forms which appear in Appendix E. Nothing in this article is intended to discourage or prohibit informal discussion of a dispute prior to the filing of a formal grievance. The procedures of this article may also be used by the Association or bargaining unit members to complain about matters not covered in this Agreement. Such "complaints" are not arbitrable, however.

8.2: Definition: For the purpose of this Agreement, the term grievance means any dispute between the University and the Association or between the University and a bargaining unit member with respect to the interpretation, application, or violation of any of the provisions of this Agreement.

8.3: Initiation and Time Limits: A grievance shall be filed at the administrative level most appropriate to render an authoritative decision. All grievances shall be filed by the grievant no later than sixty (60) days after the grievant knew or should have known of the facts giving rise to his/her grievance. (All references to "days" in this Article mean calendar days.) Prior to filing a grievance, the grievant shall secure a control number from the office of the Executive Director of Human Resources or his/her designee. The time limits specified herein shall prevail unless extended by mutual agreement of the Executive Director of Human Resources, the Association, and the grievant. Grievances must be processed expeditiously by both parties. If the grievant fails to appeal a disposition of a grievance within the time limit prescribed, the grievance shall be considered as resolved on the basis of the last disposition by the University representative. If a grievance disposition is not rendered within the prescribed time limits, the grievance shall be advanced to the next step.

8.4: Hearings on grievances will be attended by the grievant and appropriate representatives of the University and the Association, including witnesses. Copies of all grievance forms, grievance disposition forms, and grievance disposition reaction forms shall be made available to the chairperson of the Association Grievance Committee by the Executive Director of Human Resources. An individual shall have the right at any time to present a grievance to the University, and to have it adjusted, without the intervention of the Association or Association representative, as long as the adjustment is consistent with the terms of the Agreement; and, provided further, that the Association has been given the opportunity to have representatives present at such hearings and adjustments.

8.5: Grievance Procedure: Grievances shall be processed as described below unless the University and the Association mutually agree to alter the procedure.

8.6: Step 1: Department Director: An individual wishing to file a grievance shall submit a completed STAFF GRIEVANCE FORM (see Appendix E) to his/her department director with copies to the Association and the University within sixty (60) days of the event giving rise to the grievance, or within sixty (60) days after the grievant knew or should have known of the facts giving rise to his/her grievance. Within twenty (20) days after the receipt of the grievance form, the department director or his/her designee, shall hold a hearing on the grievance at a time which is mutually convenient to both parties. The department director or his/her designee will attempt to determine the facts pertaining to the grievance, and notify the grievant on a Grievance Disposition Form of his/her decision within ten (10) days after the hearing. Within ten (10) days after the receipt of the disposition by the department director or his/her designee, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

8.7: Step 2: Director's Administrative Superior: If the grievant's director reports directly to a principal administrative officer (president, provost, vice president), a Step 1 grievance disposition may be appealed directly to Step 3. If the grievant's director reports to an administrative superior other than a principal administrative officer, a Step 1 disposition may be appealed to the director's administrative superior. The administrative superior, or his/her designee, may either transmit a Grievance Disposition Form to the grievant within ten (10) days after receipt of the appeal, or hold a hearing at a time which is mutually convenient to the parties within twenty (20) days after receipt of the appeal. If the grievance originates at the level of the administrative superior, a hearing will be held at a time which is mutually convenient to the parties within twenty (20) days after receipt of the grievance, and a Grievance Disposition Form will be transmitted within ten (10) days after the hearing. Within ten (10) days after receipt of the grievance disposition, the grievant may appeal the disposition by completing and distributing a Grievance Disposition Reaction Form.

8.8: Step 3: Principal Administrative Officer: Within twenty (20) days after the receipt of an appeal or an original grievance, the principal administrative officer and the Executive Director of Human Resources or their designee(s) shall hold a hearing on the grievance at a time which is mutually convenient to the parties. The designee for the Executive Director of Human Resources shall not have served as hearing officer at Step 1 or 2 of the grievance procedure. Within ten (10) days after the hearing, they shall notify the grievant of their decision by transmitting a Grievance Disposition Form to the grievant. Within thirty (30) days after the receipt of the disposition, the Association will notify the Administration in writing of its intent to appeal to arbitration.

8.9: Step 4: Arbitration: Within forty (40) days after the receipt of the disposition, the Association must request in writing from the Federal Mediation and Conciliation Service a panel of seven (7) arbitrators from within a 300-mile radius of Youngstown, Ohio. A copy of such request must contemporaneously be provided to the Executive Director of Human Resources or his/her designee and shall constitute the Association's demand for arbitration. If the parties are unable to agree upon which of those seven nominees shall serve as an arbitrator, then the arbitrator will be chosen by each party alternately striking names, beginning with the moving party, and the name remaining shall be the arbitrator. Prior to commencing the striking of names, either party shall have the option to completely reject one (1) panel of arbitrators provided by the FMCS and request another list. The hearing shall be conducted in accordance with the rules and regulations of the FMCS.


8.10: Arbitrability: The following shall not be arbitrable: complaints, decisions on an application for Staff Development Leave, decisions on alleged violation of Article 22.1 ("Non-Discrimination"), Pay Grade assignments, non-renewal of probationary staff members, and matters not involving the meaning or application of this Agreement. If there is a doubt about the arbitrability of a grievance, the arbitrator shall first rule on the arbitrability of the grievance, unless the parties mutually agree otherwise. If the arbitrator rules that the grievance is arbitrable, then he/she shall proceed to conduct a hearing on the merits of this grievance.

8.11: Arbitrator's Authority: The arbitrator shall then have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator's decision shall be binding upon the Administration, the Association, and the grievant. The arbitrator shall render a decision within thirty (30) days after the arbitration hearing. The following fees and expenses of arbitration shall be borne equally by the Administration and the Association:

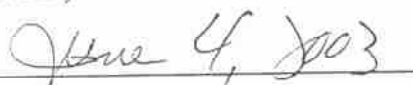
- A. the fees and expenses of the arbitrator;
- B. rental charges and other incidental expenses, if any;
- C. the cost of a court reporter, including transcriptions of the arbitration hearing only if requested by the arbitrator; and
- D. all transcription costs, if both parties receive a copy of the transcript.

The costs related to the appearance of witnesses shall be paid by the party which calls the witnesses. The cost of the court reporter shall be borne by the party requesting the reporter.

8.12: Other Cases: The procedures of this Article shall be available to settle questions raised by the University or the Association concerning the meaning or application of the terms of this Agreement. If such questions arise, the University or the Association may file a statement thereof with the other party with appeal to arbitration according to the time limits and other restrictions specified in this Article.



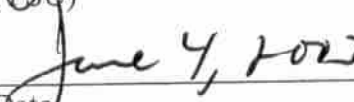
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003

ARTICLE 9A
STAFF EMPLOYMENT SECURITY

9A.1: Non-Renewal of Probationary Staff: If the University intends not to renew the appointment of a probationary full-service member of the bargaining unit, the individual shall be informed of the recommendation, in writing, by the department head or other administrative superior no later than ninety (90) calendar days prior to the expiration date of the individual's contract. (For staff serving on 12-month contracts coterminous with the fiscal year, the deadline for notification shall be April 1.) The department head or other administrative superior shall hold a meeting with the individual to discuss the reasons for the recommendation, but such a meeting shall be required only in the second or third consecutive year of a contract. When such a meeting is held, the individual shall have the right to be accompanied by a fellow staff member or by a representative of the Association. If a staff member will not be renewed in the third consecutive year of a contract, the department head or administrative superior must give him/her the reasons for nonrenewal in writing.


9A.2: Termination for Just Cause: The employment of a member of the bargaining unit, probationary or non-probationary, may be terminated at any time for appropriate reasons, which include but are not limited to incompetence, inefficiency, dishonesty, insubordination, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. If the University contemplates terminating the employment of a member of the bargaining unit under the provisions of Article 9A.2 of this Agreement, the individual shall be notified in writing of the intention to terminate employment, and such notification shall include a statement of reasons for the proposed termination. An individual informed of proposed termination under the provisions of Article 9A.2 will remain in active pay status in his/her regular duties unless in the judgment of the University the nature of the reasons for termination justify suspension with or without pay or assignment to alternate duties. A member of the bargaining unit who has not achieved Continuity of Employment under the provisions of Article 9B of this Agreement may appeal a termination under the provisions of Article 9A.2 by utilizing Appeals Procedure A, as defined in Article 9A.3. A member of the bargaining unit who has achieved Continuity of Employment under the provisions of Article 9B of this Agreement may appeal a termination under the provisions of Article 9A.2 by utilizing Appeals Procedure B, as defined in Article 9A.4. The effective date of termination of a member of the bargaining unit under the provisions of Article 9A.2 shall be sixty (60) days following notification of termination for staff who have not achieved Continuity of Employment, and ninety (90) days following notice of termination for staff who have achieved Continuity of Employment.

9A.3: Appeals Procedure A: A probationary full-service staff member (one who has not achieved Continuity of Employment under the provisions of Article 9B of this Agreement) who has been advised that he/she is to be terminated may, within thirty (30) calendar days, submit a

written request for review to the President of the University. The President will review the appeal and within thirty (30) days following receipt of the appeal respond in writing, notifying the individual of his/her decision. The President's disposition of the appeal shall be final and binding.

9A.4: Appeals Procedure B: A non-probationary full-service staff member (one who has achieved Continuity of Employment under the provisions of Article 9B of this Agreement) who is advised of a recommendation that he/she is to be terminated under the provisions of Article 9A.2 above may file a grievance under the provisions of Article 8 and proceed to binding arbitration.

9A.5: Progressive Discipline: Corrective action is normally progressive in nature; that is, repetitions of causes for disciplinary action should lead to progressive responses of reprimand, suspension without pay, removal. It is expected that most cases will be disposed of by an informal verbal warning without formal disciplinary action; such verbal warning shall not be recorded in the staff member's personnel file. However, the seriousness of certain offenses justifies severe initial disciplinary action, including removal. Reprimands shall be reduced in writing, with copies provided to the staff member and to his/her official personnel file.



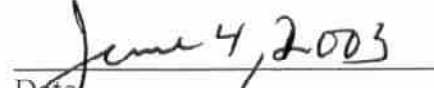
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 9B
CONTINUITY OF EMPLOYMENT

9B.1: Definition: Continuity of Employment is the right of full-time members of the bargaining unit to continued employment at the University, subject to the due process provisions of this Agreement. Continuity of Employment will be granted following application by a bargaining unit member, review and recommendation by a Continuity of Employment Review Committee, acceptance by the Vice President of Administration and notification in writing from the President of the University or his/her designee that Continuity of Employment has been granted. If a member of the bargaining unit is appointed to a full-time position on any date other than the normal beginning of a contract year, the initial year of service shall count toward Continuity of Employment if the individual serves a minimum of three fourths (3/4's) of the complete contract year, exclusive of sick leave and leave without pay. Other probationary years of service shall be considered complete years of service provided the individual serves a minimum of three fourths (3/4's) of the normal contract year, exclusive of sick leave and leave without pay.

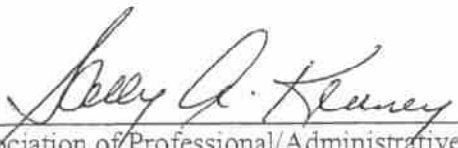
9B.2: Application and Review Process: A bargaining unit member may apply for Continuity of Employment by October 1, of their third or fourth year of service. Application must be made to the Executive Director of Human Resources on a form provided by the Human Resources Office. Applicant must cite his/her credentials that meet the criteria for Continuity of Employment. A review committee consisting of the Executive Director of Human Resources or his/her designee, the applicant's immediate supervisor, department head (if other than immediate supervisor) and one person designated by the area officer will review the application and make a recommendation to the area officer. If a bargaining unit member does not apply for Continuity of Employment by October 1, of his/her fourth year of service, the University will initiate the review process. If a bargaining unit member is not awarded Continuity of Employment his/her appointment will not be renewed for the following year.

In the event that a bargaining unit member has a new supervisor, the continuity review and decision will be extended as necessary to insure that the bargaining unit member and the supervisor have worked together for a minimum of six (6) months; however, application must be made by the deadline established above.

9B.3: Benefit and Eligibility: Bargaining unit members who achieve Continuity of Employment will receive a 3% base salary adjustment benefit following the completion of their fifth year of service. The adjustment will be made after any annual raises are added to salary following the completion of the bargaining unit member's fifth year of service. The initial year of service will count toward the benefit if the individual serves a minimum of three-fourths (3/4's) of the complete contract year, exclusive of extended sick leave and leave without pay. Other years of service shall be considered complete years of service provided the individual serves a minimum of three-fourths (3/4's) of the normal contract year, exclusive of extended sick leave and leave without pay. A bargaining unit member transferred into APAS from another University unit must serve at least five (5) years in APAS to be eligible for the benefit. A bargaining unit member who moves up one or more Pay Grades must serve at least five (5)


years in his/her new grade to be eligible for the benefit. If a bargaining unit member is not awarded Continuity of Employment, his/her appointment will not be renewed for the following year.

9B.4: If a YSU employee becomes a member of the YSU APAS bargaining unit because the University determines that his/her position should be placed in the P/A staff or he/she is selected to fill a bargaining unit position, he/she will be given credit for up to two (2) years of service toward Continuity of Employment for related satisfactory University service. If an employee in an externally funded position becomes a member of the YSU APAS bargaining unit because the University decides to fund the position on a regular basis, the individual shall receive credit for up to two (2) years of service toward Continuity of Employment for related satisfactory service in the externally funded University position. Continuity of Employment creates no vested rights in any specific position, title or salary. Staff members holding Continuity of Employment may be separated in accordance with the provisions of Article 9A.2 and 9C of this Agreement. Service as a student employee shall not be credited to satisfy the requirements of this Article.



Association of Professional/Administrative
Staff (APAS)

Date June 4, 2013



Youngstown State University
(YSU)

Date June 4, 2013

Tentative Agreement
June 4, 2003

ARTICLE 9C
RETRENCHMENT

9C.1: In the event of a reduction of work force involving full-time positions within the bargaining unit, the University will provide one hundred and eighty (180) days written notice to any individual who is to be retrenched.

9C.2: The possibility of Early Retirement Incentive Program will be explored before consideration is given to retrenchment.

9C.3: In the case of retrenchment of a full-time member of the bargaining unit, the University will examine the possibility of creating a new part-time P/A position and offering it to the full-time staff member being retrenched; if such an offer is made the full-time bargaining unit member shall be under no obligation to accept the part-time appointment.

9C.4: If there is a vacant P/A bargaining unit position that is to be filled elsewhere in the University within a year of the date the individual was retrenched, ~~at the time an individual is to be retrenched~~, and if the individual who was being retrenched has the established minimum qualifications for the position to be filled, the individual who was being retrenched will be granted first consideration for the position being filled.

9C.5: In the event two or more members of the bargaining unit hold the same position (i.e., position title) within the same department, and fewer than the total number are to be retrenched, retrenchment will be determined by reverse seniority and service in that position at the University. When two or more individuals have the same effective date of appointment in a position, seniority will be determined as follows:

- A. In the event of a tie, it will be broken by giving credit for employment with the University in another position prior to appointment to the current position;
- B. In the event a tie is not broken by the foregoing procedure, the employee(s) with the lowest rating on the most recent evaluation will be retrenched, provided the evaluation has been conducted within the past two years. The evaluations will be reviewed by the employees' immediate supervisor, department head (if applicable) and area officer.
- C. In the event a tie is not broken by either of the foregoing procedures, it will be broken by drawing lots.

9C.6: If retrenchment involves work in the same department being performed by both full-time and part-time P/A staff, part-time P/A staff excluded from the YSU/APAS bargaining unit shall be retrenched first; part-time P/A staff in the bargaining unit shall be retrenched second; and full-time P/A staff in the bargaining unit shall be retrenched third.

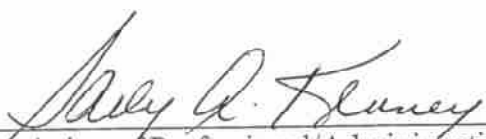
9C.7: Within five (5) working days of receipt of a notice of retrenchment, a bargaining unit employee, who has the minimum qualifications for another bargaining unit position, may submit a written request to the Office of the Executive Director of Human Resources to displace the bargaining unit employee who holds that position, but who has less University service than the employee who has received the notice of retrenchment. The request will be reviewed by a three (3) member committee who shall make recommendations based upon the qualifications and experience presented by the parties involved to the President of the University who will grant or deny the request in writing and his/her decision will be final, binding and non-reviewable. This committee shall consist of the President of the Association or his/her designee, the Executive Director of Human Resources or his/her designee, and a third individual acceptable to both.

9C.8: Staff members who are retrenched will be on recall status for two (2) years following retrenchment; this means that if the position from which an individual was retrenched is to be filled within two (2) years following retrenchment, the individual retrenched will be offered reinstatement. If more than one staff member has been retrenched from the same position (i.e., position title) within the same department, recall will occur in the reverse order of retrenchment (i.e., last retrenched, first recalled).

9C.9: For purposes of Article 9C, seniority will be broken when a bargaining unit member retires, resigns, is discharged for just cause or otherwise leaves the employment of the University. Time spent on inactive pay status (unpaid leave) will not contribute to the accrual of seniority, but will not constitute a break in seniority. Seniority shall continue to accrue during the period an employee is receiving workers' compensation benefits, is on military leave or is on recall status following retrenchment.

9C.10: Seniority list: The University will provide to the President of the Association a seniority list upon request.

9C.11: If departments or programs are merged as a result of reorganization, bargaining unit members in the department or program to be merged or transferred will be transferred to the receiving department with no loss of seniority or time counted toward the acquisition of Continuity of Employment.




Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003

**ARTICLE 9D
VACANCIES, TRANSFERS, AND PROMOTIONS**

9D.1: It is the practice of the University to provide members of the bargaining unit an opportunity to be promoted and/or laterally transferred. When vacancies are to be filled in full-time bargaining unit positions, a notice will be posted that a vacant position is to be filled.

9D.2: The posting described in Section 9D.1 will specify the period during which interested and qualified bargaining unit members may apply, which period shall be no less than five (5) working days from the day of posting. All postings will be dated. The posting shall also specify the position's title, the department or work unit where the position is assigned, the pay grade assigned, the salary range, initial salary range, the minimum qualifications for the position and a brief description of the job duties.

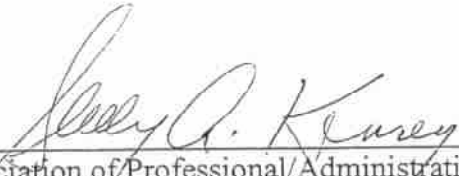
- A. **Vacancy:** A vacancy shall be defined as any position in the bargaining unit which is or has been established by the University that does not have a qualified incumbent and which the University intends to fill. A position shall be deemed vacant when one of the following occurs: an employee resigns, dies, retires or is terminated; an employee transfers or is promoted to any other position within the University; or a position is newly created.
- B. **Transfer:** Change in assignment of an employee from one existing position to another.
Voluntary: Bargaining unit member initiated reassignment.
Involuntary: Employer initiated reassignment of employee.
- C. **Promotion:** The movement of an employee from one position into a position at a higher pay grade.
- D. **Classification:** A combination of job title and the duties and responsibilities associated with the job description.
- E. **Reclassification:** A reclassification occurs when there is a change or modification in the duties and responsibilities of a position significant enough that the position should be given another classification. Duties and responsibilities may be increased or decreased. Reclassifications may occur with positions that are filled or positions that are vacant. If the position that has been reclassified is presently filled, then the employee serving in that position is then reassigned to the new classification.

9D.3: Informational meetings shall be held at least twice each semester to notify the Association of possible vacancies, transfers, reclassifications, and promotions. The meeting shall be held by the Director of Human Resources or designee and the President of the Association or designee. The President of the Association shall notify the bargaining unit members of the proceedings.

9D.4: Transfer Procedures:

- A. **Voluntary Transfer:** A bargaining unit member may submit a written request for a lateral transfer to the Executive Director of Human Resources stating the department and position to which he/she desires to transfer. When vacancies occur, the University will give consideration to qualified bargaining unit members who have made a voluntary request to transfer before considering candidates from off campus.
- B. **Involuntary Transfers:** The University may transfer a member of the bargaining unit from one P/A staff position to another, providing his/her pay is not reduced by the University, and providing he/she has the necessary credentials and qualifications for the position to which he/she is being transferred. Consultation with the staff member being transferred shall occur no later than fourteen (14) days prior to the effective date of transfer.

9D.5: The University reserves the total and explicit authority to determine when a vacant position exists; whether to fill it, abolish it or transfer it to another department or work unit within the University; and to determine its job title and salary range.



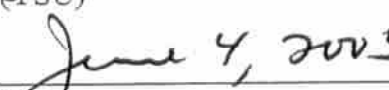
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 10
PART-TIME STAFF

10.1: Part-time staff members in the bargaining unit who are appointed or reappointed during the term of this Agreement will receive annually contracts of employment which specify:

- A. the duration of the appointment, by reference to starting and ending dates; and,
- B. a percentage of full-time service, with full-time service equaling forty (40) hours per week expressed as an FTE.

For example, a staff member appointed to serve eight months for 30 hours each week, will have an FTE of .75 for eight (8) months.

10.2: Part-time staff in the bargaining unit shall be given a description of duties to be performed. They will not be expected to work in excess of the total FTE specified on their contract. The Executive Director of Human Resources must approve any exception to this policy. They will be paid for holidays observed by the University during the terms of their contracts. They will not be denied the right to enroll in courses at the University. They will be issued ID cards and granted access to the Library and Beeghly Physical Education Center, as well as other recreational facilities. They will be entitled to parking as part of their fringe benefits. They shall be entitled to a discount of 50% on athletic and theater tickets during the term of their contract. They shall be evaluated in accordance with Article 12.

10.3: In addition to the benefits specified in Article 10.2 above, part-time staff in the bargaining unit whose appointments equal or exceed an FTE of .5, as defined in Article 10.1 and specified on the individual contract of appointment, shall be eligible for the following:

- A. The employee shall have the opportunity to participate in the University's group insurance program, single or family, by enrolling for coverage from the effective date of appointment through the following June 30, by paying the University 50% of the group rates for coverage for the preceding fiscal year through payroll deduction.
- B. The individual shall accrue sick leave prorated against the full-time standard and shall be entitled to the use of such sick leave in accordance with Article 7 of this Agreement.
- C. The individual shall be eligible for remission of the University's instructional and general fees for up to six (6) semester hours during any academic year when enrolling in an academic semester during part of which the staff member is under contract.
- D. The individual shall be entitled to a discount of 20% on all purchases of \$5.00 or greater at the University Bookstore during the term of his/her contract.
- E. Vacation benefits as described in Article 7.13E.

F.


If a part-time University employee becomes a full-time bargaining unit member, the individual shall receive credit toward Continuity of Employment for related satisfactory University service, up to a maximum of two years, by using 75% of the total FTEs worked as a part-time employee. For example, if an employee worked .50 FTE for a total of three years, s/he would receive $(3 \times .5) \times .75 = 1.125$ years of credit. FTEs for part-time contracts of less than 12 month duration will be prorated by $1/12^{\text{th}}$ for each month not under contract. For example, if an employee worked 9 months each year at .75 FTE for five years, s/he would receive $[(.50 \times 9/12) \times 5] \times .75 = 1.41$ years of credit. Current full-time bargaining unit members who were previously part-time employees and who have not yet achieved continuity of employment shall be granted credit as provided in this section.

10.4: In addition to the benefits established in Articles 10.2-10.3 above part-time staff whose appointment equals or exceeds .75 FTE (as defined in Article 10.1) shall receive the insurance benefits defined in Article 5, vacation benefits as defined in Article 7.13.D and fee remission benefits as defined in Article 21.9.

10.5: **Exclusivity of Application:** The parties agree that the provisions of this Article constitute their basic agreement concerning the terms and conditions of employment of members of the bargaining unit who are part-time staff. Thus, for members of the bargaining unit who are part-time staff (See Appendix A), the provisions of this Article shall supersede and replace the provisions of Article 5 ("Insurance Benefits"), Article 7 ("Leaves and Vacations"), Article 9 ("Staff Employment Security"), Article 14 ("Retirement"), and Article 21 ("Miscellaneous," with the sole exception of the provision concerning "Emergency Closings"), to the extent that any of these articles provide benefits that are not provided under the provisions of Article 10, or that benefits are provided in greater degree than in Article 10. For members of the bargaining unit who are part-time staff, the provisions of Article 10 shall be finally determinative concerning all issues addressed herein.



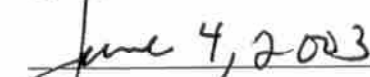
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 11
WORKLOAD

11.1: Official Position Description: Within 30 days of initial appointment, transfer, promotion or reclassification, the University shall provide each bargaining unit member and APAS, a copy of his/her official position description. The position description shall include the official date issued, pay grade, initials of reviewers, basic function and responsibility of the position, characteristic duties, supervision exercised, immediate supervisor, and minimum qualifications. Once a position description has been issued to a staff member, the University will consult with the staff member prior to revising the description, and will not--without the concurrence of the staff member--add duties that are not related to the basic function and responsibility of the position.

Position Audits: A bargaining unit member may request at any time, but not more than once per fiscal year, in writing to the Executive Director of Human Resources that his/her position description be audited for the purpose of determining if the position is in the proper pay grade. If, as a result of the audit, the University determines that a bargaining unit member has been assigned duties that would result in assignment to a higher pay grade, the University shall either assign the position to the appropriate pay grade or cease to assign the bargaining unit member that portion of the duties which caused the position to be assigned the higher pay grade. If the University ceases to assign the bargaining unit member that portion of his/her duties which do not properly fall within the current pay grade, the University will notify the bargaining unit member of the decision in writing. If the position is assigned a new pay grade, the effective date of the reclassification shall be no later than the beginning of the pay period immediately after the receipt of the written request for the audit by the Executive Director of Human Resources. The University will inform the bargaining unit member of the results of the audit within 90 days of the receipt of the request for audit. If unusual circumstances arise which prevent the completion of the audit within the time limit and the University has provided the bargaining unit member with a written explanation of the situation, the deadline for completion of the audit will be 120 days after receipt of the request.

Position Audit Appeals: A bargaining unit member who disagrees with the results of a position audit may appeal the decision. A completed Audit Appeal form must be filed with the Executive Director of Human Resources and Labor Relations within thirty (30) days of receipt of notification of the audit results. The Executive Director will forward the appeal request to the Audit Appeal Committee, which will complete its review and provide written notification of its decision to the bargaining unit member within sixty (60) calendar days of the Audit Appeal request. The decision of the Audit Appeal Committee is final and binding; there is no further appeal and the decision is not grievable.

The Audit Appeal Committee will consist of one member and an alternate appointed by YSU APAS, one member and an alternate appointed by the Executive Director of Human Resources and Labor Relations, and the Vice President of Administration or his/her designee. Alternates will not serve as voting members unless replacing an appointee and will not attend meetings unless serving as a substitute for the member. Audit Appeal Committee appointees and alternates will serve for one fiscal year.

11.2: Schedules: Full-service staff members in the bargaining unit are Professional/Administrative salaried staff who are believed to be exempt from the wage/hour provisions of the Fair Labor Standards Act. However, full-service staff will not be assigned duties that average more than forty (40) hours of work each week during the course of a contract year. When deemed appropriate by either the University or a full-service staff member in the bargaining unit, a general work plan will be developed by the University in consultation with the staff member to project an approximate schedule of duties over the coming contract year; such a plan will project the peak and slack periods of the year, as well as the staff member's typical 40-hour schedule over the course of the year; and may include a flexible work schedule to the extent consistent with the needs of the department. The parties agree, however, that the University retains the right to schedule bargaining unit members. A bargaining unit member may request a meeting each semester with his/her supervisor to review the actual hours worked and time taken off during the previous semester. A staff member who has concerns about his/her schedule may file a grievance or a complaint under the provisions of Article 8 ("Grievance Procedure"), or may have an informal discussion of the matter with the cognizant principal administrative officer and/or the Executive Director of Human Resources. The University shall provide cell phones for the use of "on call" employees.

11.3: Public Service: Members of the bargaining unit may attend meetings of the boards of directors or trustees, or other committees, of public or private non-profit service agencies during normal work hours, provided that the individual's department director or supervisor approves in advance, and provided that the individual is a member of the board or committee.

11.4: Off-Campus Duties: Members of the bargaining unit who are regularly assigned to perform duties off campus, and travel in their personal automobile, shall be reimbursed at the rate currently in effect under the University travel regulations; by processing a travel voucher in accordance with University travel regulations.

11.5: Research: All proceeds which result from research by a staff member, including marketable computer software programs, when that research is not conducted as part of the staff member's specifically assigned duties, belong to the staff member unless the research is subsidized by the University or an external agency which stipulates contrary terms in a separate and specific contract as a condition of support. The signing of a specific contract with the University for subsidized research cannot be a stipulated condition of employment. This policy shall not apply to royalties, which shall go exclusively to the author.

11.6: Holidays: The following days shall be observed as holidays and the University will be closed: Veteran's Day, Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, and Labor Day. When one of these holidays falls on a Saturday or a Sunday, either the preceding Friday or the following Monday shall be observed as a holiday.

11.7: Outside Employment: Members of the bargaining unit may accept consulting and other employment outside the University as long as such employment does not interfere with the individual's University duties and does not constitute a conflict of interest with the staff member's position at the University. "Conflict of interest" includes performing the same services for the same clientele that a staff member does as part of his/her University duties for pay or remuneration from a person or entity other than the University; use of University materials, facilities, or staff to secure pay or remuneration from a person or entity other than the University; or use of the influence, authority, or privileges that derive from a position at the University for private gain. The right to engage in outside employment exists at all times, including periods of leave other than sick leave.

11.8: Access: Members of the bargaining unit whose duties require access to campus buildings when they are normally closed will be issued keys to departmental offices and/or buildings, upon the approval of the department head.

11.9: A member of the bargaining unit may, with the prior approval of his/her department head, engage in limited service teaching during his/her normal work hours and be paid for such duties. Time spent on limited service teaching duties shall not count toward the 40-hour schedule referenced in Article 11.2.



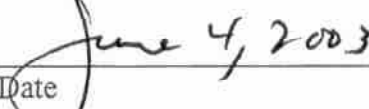
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 12
EVALUATION

12.1: The purposes of the evaluation system described herein is to help bargaining unit members improve professional performance, record a formal evaluation of how well a bargaining unit member has performed his/her duties, provide for regular discussions about individual performance and improvement thereof, provide incentives for outstanding performance, and formal recognition of bargaining unit members who have done well, and provide those individuals responsible for making career decisions with information concerning the quality of an individual's work.

12.2: Process: A non-probationary bargaining unit member will be evaluated on his/her performance once every other each year. The evaluation process will be conducted during January and will be completed by his/her immediate university supervisor the evaluator by January 31st for the previous calendar year or time period since the last evaluation was due, or the period of time supervised by a new evaluator. A probationary bargaining unit member shall be evaluated by his/her immediate university supervisor on his/her performance at the end of his/her first six (6) months and at the end of each year of service until the completion of the probationary period. The evaluation period includes all work time covered since the last date an evaluation was due. 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 as due.

"Out of Cycle" Evaluations: An evaluator must have supervised a bargaining unit member for at least six (6) months before conducting the evaluation process. In the event that a bargaining unit member has a new supervisor, the evaluation deadline will be extended as necessary to insure that the bargaining unit member and the supervisor have worked together for the six (6) month minimum time period. Future evaluation dates for probationary bargaining unit members will be adjusted accordingly. Non-probationary bargaining unit members, who receive an "out of cycle" evaluation from a new supervisor within the last six (6) months of the calendar year, will skip the next January evaluation cycle. Subsequent evaluations following "out of cycle" evaluations will cover the period of time from the previous evaluation due date to the next evaluation.

The evaluation shall include a discussion between the bargaining unit member being evaluated and the evaluator, which includes a review of the bargaining unit member's position description and performance, before the evaluation form is finalized. The bargaining unit member shall also have an opportunity to review the evaluation form. Within seven (7) days after receiving the evaluation form from the evaluator, the bargaining unit member may offer verbal comments upon the evaluation, record in writing on the evaluation form or on an appended document a statement of any elements in the evaluation with which he/she disagrees and shall sign the evaluation form. The bargaining unit member's signature shall certify that he/she has received the evaluation, but will not necessarily indicate agreement with it. The University will provide the bargaining unit member with a copy of the evaluation within fifteen (15) days after it is signed by the bargaining unit member. Before being placed in the bargaining unit member's official personnel file, a bargaining unit member's evaluation will be signed off by the department head in situations where the evaluator is not the department head.

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 as due.

12.35: Optional Approaches: The following options may be initiated only by the bargaining unit member.

- 1) **Self-Evaluation:** The bargaining unit member being evaluated may prepare a narrative self-evaluation in which he or she reports and evaluates information related to job performance for the period being evaluated. If a self-evaluation is written, the evaluator reviews the self-evaluation, discusses it with the bargaining unit member, appends it to the evaluation form, and forwards it as part of the evaluation record. The evaluator may attach a written statement regarding the self-evaluation narrative.
- 2) **Record of Goals, Objectives and Activities:** In some instances, it is appropriate to record in writing goals, objectives and activities for the coming year. The bargaining unit member can attach a separate page itemizing this record. If a record of goals, objectives and activities is written, the evaluator reviews the record, discusses it with the bargaining unit member, appends it to the evaluation form, and forwards it as part of the evaluation record. The evaluator may attach a written statement regarding the record of goals, objectives and activities.

12.4: Evaluation Response Options: The bargaining unit member may offer verbal comments upon the evaluation, record in writing on the evaluation form or on an appended document a statement of any elements in the evaluation with which he/she disagrees.

If a bargaining unit member disagrees with the judgment of the evaluator, the bargaining unit member may (1) so note on the evaluation form; (2) so note, with comments in the "Bargaining Unit Member's Acknowledgment" section of the form; and/or (3) forward to the Executive Director of Human Resources, a written statement expressing disagreement with the evaluation within forty (40) days following the employee's signing of the evaluation form. Comments forwarded to the Executive Director of Human Resources under this provision will be appended to the evaluation form in the personnel file.

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 8 ("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 nullify the evaluation and direct that it be redone.


12.53: Exclusivity: During the term of this Agreement, the evaluation procedure and instrument described in this Article (See Appendix F) shall be the only formal system of performance evaluation of bargaining unit members employed at YSU, except for the evaluated judgments required by the other provisions of this Agreement. Before being placed in the bargaining unit member's official personnel file, a bargaining unit member's evaluation will be signed off by the department head in situations where the evaluator is not the department head.

12.4: 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 8 ("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 nullify the evaluation and direct that it be redone. If a bargaining unit member disagrees with the judgment of the evaluator, the bargaining unit member may (1) so note on the evaluation form; (2) so note, with comments in the "Bargaining Unit Member's Acknowledgment" section of the form; and/or (3) forward to the Executive Director of Human Resources, a written statement expressing disagreement with the evaluation within forty (40) days following the employee's signing of the evaluation form. Comments forwarded to the Executive Director of Human Resources under this provision will be appended to the evaluation form in the personnel file.



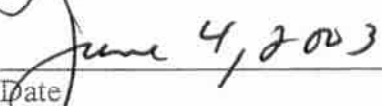
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003

**ARTICLE 13
PERSONNEL FILES**

13.1: The University shall maintain an official personnel file for each full-time member of the bargaining unit. This file shall be the sole official repository of records to be utilized in the administration of the personnel evaluation provisions of this Agreement. The file shall be maintained in the office of the Executive Director of Human Resources and shall be accessible to the subject of the file or his/her designee on a routine basis during normal office hours. An individual will have the right to insert appropriate material in his/her personnel file. If a document is to be inserted into a personnel file and does not include in its distribution a copy of the document for the staff member, a copy of the document shall be forwarded to the individual at the time the document is inserted in his/her file. A staff member who disagrees with the accuracy of information in his/her file shall have the right to submit a memorandum describing the areas of disagreement, and to have that memorandum included in the personnel file with the document to which it relates. In addition, if a staff member believes that a document is inappropriately included in his/her personnel file, the staff member may request that the Executive Director of Human Resources review the document for appropriateness of inclusion; such requests will be responded to promptly. Anonymous complaints will not be included in official personnel files. If the Executive Director of Human Resources receives a signed complaint concerning a member of the bargaining unit, a copy of the complaint will be forwarded immediately to the subject, and the complaint will be withheld from the file for fourteen (14) days, during which time the individual may meet with appropriate administrators to discuss the complaint, and/or prepare a written response to be filed with the complaint.

13.2: Personnel files shall be maintained and access provided to them in accordance with law, including Ohio Revised Code Chapter 1347 (The Ohio Privacy Act).

13.3: The Executive Director of Human Resources or his/her designee shall maintain a log of all individuals who are not employees or agents of the University and who have accessed the official personnel file of any bargaining unit member. A copy of such log shall be provided to the Association each month, provided a new entry has been made in the log during that month. In addition, the University shall give prompt notice to a member of the bargaining unit when his/her official personnel file has been examined by someone other than an employee or agent of the University.

13.4: Removal of Items: Upon the written request of a bargaining unit member, the following materials will be removed from the individual's personnel file and will not subsequently be used in any disciplinary, promotion or termination decision or proceeding:

- A. Records of grievances filed by the bargaining unit member, providing three (3) years have elapsed since the filing thereof; and
- B. Records of complaints filed against the bargaining unit member, providing three (3) years have elapsed since the insertion of the materials into the file without an intervening occurrence of complaint.
- C. Performance evaluations, provided the four (4) most recent evaluations remain in the file.



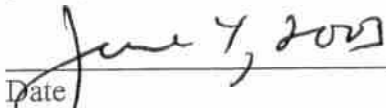
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
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ARTICLE 14
RETIREMENT

14.1: No Mandatory Retirement: There shall be no mandatory retirement age for members of the bargaining unit during the term of this Agreement.

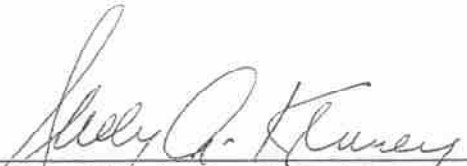
14.2: Sick Leave Conversion: All members of the bargaining unit who, at the time of retirement, have completed ten (10) or more years of service with the University together with other State of Ohio units as specified by law, shall receive payment based upon the member's rate of pay at retirement for one-fourth the individual's accrued but unused sick leave at retirement, up to a maximum accrual of 208 days ($1/4 \times 208 = 52$ days).

Payment shall be based on a daily rate of $1/260$ of final salary for each day of sick leave to be converted for 12-month staff, $1/217$ of final salary for 10-month staff, and $1/195$ of final salary for 9-month staff (i.e., a bargaining unit member with a 12-month contract and a final salary of \$40,000 and 100 sick leave days accrued would receive \$3850.00 [$\$40,000$ divided by $260 = \$154.00 \times 25$ days = \$3850.00] sick leave payment upon retirement). Upon accepting such payment, the individual surrenders all rights and entitlement to all sick leave accrued but unused as of the effective date of retirement. Such payment shall be made only once to an individual. An individual who returns to University service or any other State service following retirement may accrue and use sick leave as before, but may not convert accrued sick leave to cash payment a second time. Sick leave conversion does not apply to any termination or separation other than retirement. A member of the bargaining unit who applies for sick leave conversion shall submit an official confirmation from PERS or STRS of his/her pending retirement.

14.3: Continued Benefits: A member of the bargaining unit who retires shall be entitled, for an unlimited period of time, on the same basis as bargaining unit members, to use of Maag Library; to tickets for all University functions; to use of Beeghly Center, Stambaugh Stadium, and other physical fitness and recreational facilities; to use of faculty/staff parking facilities; and to remission of all instructional and general fees. Retired bargaining unit members shall be eligible to purchase a faculty/staff parking permit annually for one-fourth the annual parking fee established by the University. Bargaining unit members who retire with ten (10) or more years of University service may maintain group term life insurance equal to the amount of the insurance in effect as of the date of retirement (rounded to the nearest multiple of \$1,000) to a maximum of \$25,000 by paying the University the cost of the insurance established by the carrier for persons in the retiree's age bracket. Such policy for a retiree will not include accidental death and dismemberment insurance.

14.4: Extended Service: A member of the bargaining unit who retires during the term of this Agreement may request consideration for Extended Service. Individuals on Extended Service

will be granted up to fifty-nine (59) working days of duty at the University in each of not less than three (3) years following retirement; they will be paid a rate mutually agreed upon by the University and the retiring staff member. Details of Extended Service will be reduced to writing in an individual contract between the retiring staff member and the University. Staff on Extended Service shall not be members of the bargaining unit defined in Article 2 of this Agreement. Staff who are contemplating retirement and wish to be considered for Extended Service shall meet with the Executive Director of Human Resources to discuss possible assignments of duties. The University will make a good faith effort to provide Extended Service opportunities to retiring staff. The Executive Director of Human Resources will respond in writing to each request for Extended Service, explaining his/her conclusion and the reasons for it, and his/her determination shall be final and binding.



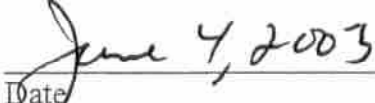
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003

**ARTICLE 15
RETAINED RIGHTS**

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

- A. Conduct and grade civil service examinations, rate candidates, establish eligibility lists; and make original appointments therefrom; or, alternatively, to post announcements for positions to be filled by original appointment from among qualified applicants responding to the posting, and to make appointments from the pool of applicants;
- B. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- C. Direct, supervise, evaluate, or hire employees;
- D. Maintain and improve efficiency and effectiveness of governmental operations;
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- F. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- G. Determine the adequacy of the work force;
- H. Determine the overall mission of the employer as a unit of government;
- I. Effectively manage the work force;
- J. Take actions to carry out the mission of the public employer as a governmental unit.

Alley A. Flaney

Association of Professional/Administrative
Staff (APAS)

June 4, 2003

Date

Johns Blak

Youngstown State University
(YSU)

June 7, 2003

Date

Tentative Agreement
June 4, 2003

ARTICLE 16
ASSOCIATION RIGHTS

16.1: General: In addition to other rights and privileges accorded to the Association elsewhere in this Agreement, the Association shall have the rights specified below.

16.2: Access: Duly authorized representatives of the Association shall have access to the University premises for the purpose of transacting official Association business consistent with the Agreement, provided that this shall not interfere with or interrupt the normal conduct of University affairs.

16.3: Use of University Facilities at No Cost: The Association shall be permitted reasonable use of University rooms for meetings on the same basis as other University groups, including exclusive representatives. YSU APAS shall be permitted reasonable use of University bulletin boards, and P/A staff mail boxes, for communication with members of the bargaining unit. YSU APAS shall also be permitted to use the University mail service. Such use shall be limited to the Association's role as exclusive representative in matters of mutual concern between the parties.

16.4: Use of Other University Facilities: The Association shall be permitted reasonable use of University printing/reproduction services, on a "cost-for-use" basis. Printing/reproduction services shall be available to the Association solely and exclusively for activities and communication directly related to its role of exclusive representative of the bargaining unit defined in Article 2. The Association shall also be permitted, on a "cost-for-use" basis, reasonable use of University vehicles in the Motor Pool, provided that three (3) days prior to the date of planned travel the vehicle(s) have not been scheduled for use by any academic or administrative unit. Use of such vehicles shall be available solely and exclusively for travel directly related to the Association's role as exclusive representative of the bargaining unit defined in Article 2. The charges to the Association for such services will not exceed those assessed against other on-campus groups or individuals.

16.5: Printing of the Agreement: Copies of this Agreement shall be printed at the University's expense within three months after ratification by both parties and distributed to all members of the bargaining unit and candidates for employment. The University shall provide the Association with 50 additional copies of the Agreement free of charge. Further, the Association or its members may purchase additional copies at cost.

16.6: Grievance Officers: The University shall recognize six (6) Association Grievance Officers. The Association shall inform the University in writing of those bargaining unit members designated as the Grievance Officers, including the Chief Grievance Officer, prior to the University's recognition of those persons as Grievance Officers. The Association will notify the University promptly of changes in the list of Grievance Officers. Grievance Officers shall be authorized to investigate grievances and to represent employees in grievance adjustments, as provided by Article 8 ("Grievance Procedure"). The Association will attempt to distribute assignments equally among Grievance Officers. The Association will also inform the University in writing of the bargaining unit member designated as the President of the Association. The President or the Chief Grievance Officer will, with the prior approval of the Executive Director of Human Resources and with prior notice to the appropriate department head, be permitted to

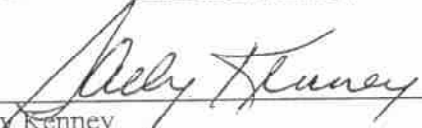
meet with the Executive Director of Human Resources during normal work hours to discuss and attempt to resolve labor management issues arising from the provisions of this Agreement.

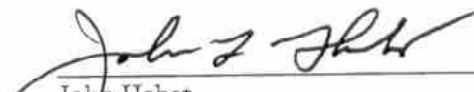
16.7: Association Grievance Officers recognized in Article 16.6 shall be permitted up to six (6) Grievance-Officer-hours per week to investigate possible grievances and/or grievances during paid working hours of the Grievance Officers. The Association agrees that this time will be devoted exclusively to a good faith effort to resolve labor-management problems arising from the terms of this Agreement, and will not be abused. The University agrees that permission to investigate a possible grievance and/or grievances will not be unreasonably denied.

- A. The six (6) hours apply to all Grievance Officers; that is one (1) Grievance Officer at six (6) hours; or two (2) Grievance Officers at three (3) hours, etc. Time spent in consultation with the Executive Director of Human Resources or his/her designee will not be counted against the six (6) hour limit.
- B. If unused in a given week(s), Grievance-Officer- hours may accumulate to a maximum of twenty (20).
- C. Advance permission must be granted by the Grievance Officer's supervisor and by the Chief Grievance Officer or Association President prior to the investigation of a possible grievance and/or grievance during paid hours.
- D. If a Grievance Officer leaves his/her work area to investigate a grievance in another work area, the Grievance Officer will also secure the permission of 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 permission of the University.
- F. A weekly account of the grievance hours will be kept by the Chief Grievance Officer and this information will be available to the University upon request.

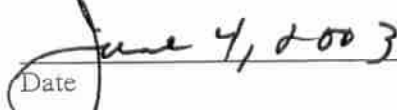
16.8: **Association Negotiating Team:** ~~Once During~~ the process of negotiating a successor Agreement, ~~has commenced, in any week when a collective bargaining session is scheduled,~~ each member of the Association Negotiating Committee shall be granted up to two (2) hours per week release time to prepare for bargaining.

16.9: The Association shall be forwarded a copy of the following information within fourteen (14) working days of the signing of a contract of an employee new to the bargaining unit or of a personnel action that results in a change in an employee's bargaining unit status: name, home address, listed home phone number, classification, area assigned, effective date of employment, length of contract, ~~hourly or salaried status~~ base annual salary, and full-time or part-time status.


Sally Kenney
Association of Professional/Administrative Staff (APAS)


John Habat
Youngstown State University
(YSU)


Date


Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003

ARTICLE 17
UNIVERSITY-ASSOCIATION RELATIONS

17.1: No Strike - No Lockout: In accordance with the provisions of O.R.C. 4117, the Association, 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 this Agreement or any written extension hereof. The provisions of Article 17.1 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.

17.2: Selection of Representatives: Each party shall have the unqualified right to select its own representatives for purposes of negotiating or administering this Agreement, free from any attempt at control or interference by the other party with respect to such selection.

17.3: Information: Either party to this Agreement shall furnish the other, upon written request, information related to the negotiation or administration of the Agreement, provided such information is available and can be furnished at reasonable expense, such request allows reasonable time to assemble the information, and the party from whom the information is sought may determine the form in which such information is submitted. The following will be sent to the Association as soon as possible:


- A. The internal operating budget when adopted by the Board of Trustees;
- B. Year-end financial reports;
- C. Semester enrollment data;
- D. Information required for the preparation and the processing of a grievance;
- E. A comprehensive report from the office of the Executive Director of Human Resources each October 1 of the membership of the bargaining unit;
- F. A bi-monthly report from the office of the Executive Director of Human Resources of personnel changes affecting the bargaining unit since the previous report, which shall include appointments, promotions, retirements, deaths, separations, and name changes;
- G. The YSU FACTBOOK;

- H. The YSU GUIDEBOOK;
- I. Notices, agendas and official minutes of the meetings of the YSU Board of Trustees and its committees when released to the public; and
- J. A copy of all position announcements for Professional/Administrative positions will be provided to the Association President as soon as the position announcement is approved for distribution.
- K. A copy of the descriptors for APAS Pay Grades will be provided to the Association President.
- L. Copies of all supplemental contracts issued to bargaining unit members will be sent to the Association President upon approval.

The University will furnish the Association copies of communications distributed generally to P/A staff in the University, or in any administrative unit of the University. Similarly, the Association will furnish the University copies of communications distributed generally to P/A staff in the University, or in any administrative unit of the University.

17.4: Recorded Conversations: No conversation or conference between a member of the bargaining unit and a member of the Administration shall be mechanically recorded without the full awareness of the other party that the conversation or conference is to be recorded. "Mechanically recorded" includes any tape recorder or audio or video recording device in the possession of or on the person of the individual who records the conversation or conference.

17.5: Representatives of the University and the Association shall meet regularly 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. There shall be no obligation on the part of the University or the Association to renegotiate or reopen any provisions of this Agreement during any meeting with representatives of the other party.



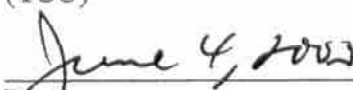
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003


**ARTICLE 18
SEPARABILITY**

18.1: The parties intend that this Agreement shall in all respects be construed and applied in a manner consistent with applicable statutes and court decisions and regulations properly enacted thereunder. In the event any provision of this Agreement shall be 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 week to discuss any decision which renders any portion of this Agreement null and void.

18.2: 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.

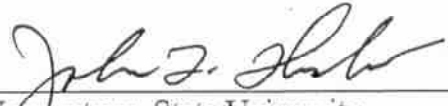
18.3: Any provision of this Agreement which is found contrary to law but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of the enabling legislation. Similarly, any provision of this Agreement which may require legislative action for its implementation or its funding shall not become effective until the necessary legislation has been enacted and becomes effective; conversely, if legislative 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 University hereunder to that extent shall be suspended.

18.4: In the event a state or federal law affecting this Agreement is enacted 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 the legislation, 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 legislation.



Association of Professional/Administrative
Staff (APAS)

Date June 4, 2003



Youngstown State University
(YSU)

Date June 4, 2003

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS


June 4, 2003

**ARTICLE 19
DUES DEDUCTION**

19.1: Each member of the bargaining unit who is not a member of the Association shall, on the effective date of appointment or within sixty (60) days, become a member of the Association or a "Fair Share Fee Payer". The total annual "Fair Share Fee" shall not exceed the regular full-time or part-time member dues. The Administration shall deduct dues or fees on a monthly basis based upon the schedule for such deductions from the Association Treasurer.

19.2: The Association hereby agrees to hold the University harmless from any and all liabilities or damages, including attorney fees, which may arise from the performance of its obligations under this article and the Association shall indemnify the University for any such liabilities or damages, including attorney fees, that may arise.

19.3: The Association will annually provide written notice to the University of the amount of the fair share fee, which shall not exceed the amount of regular membership dues then currently being paid by members of the Association. At the time that the Association provides written notice to the University of the amount of the fair share fee, it will also provide the Executive Director of Human Resources with the same financial and other information that the Association provides to fair share fee payers in compliance with the law. Within fourteen (14) days of the close of the annual period for bargaining unit members to file a challenge or objection to the Association's fair share fee procedure, the Association will notify the Executive Director of Human Resources in writing of such challenge or objection.



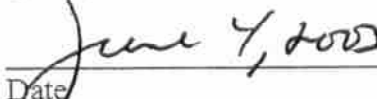
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

YOUNGSTOWN STATE UNIVERSITY
YSU APAS NEGOTIATIONS

June 4, 2003

**ARTICLE 20
HEALTH AND SAFETY**

20.1: The parties agree that it is the goal of the University and the Association that the University be a place in which the bargaining unit members enjoy a safe and healthful environment. To accomplish this the University will endeavor to assure compliance with all federal, state, and local statutes pertaining to health, safety, and the environment. Both parties recognize that it will be the University's responsibility to provide all bargaining unit members the necessary training, equipment, and written procedures necessary to conduct their job in a safe and healthful manner. Both parties also recognize that it will be the bargaining unit member's responsibility to follow University health and safety policies which may include the wearing of personal protective equipment and the mandatory attendance of training seminars. It is understood that all mandatory training will be offered in accordance with Section 7.5 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.

20.2: In order to assure the Association an opportunity to provide input on matters related to safety, the President of the Association will designate two (2) bargaining unit members to serve on the University Health and Safety Committee each year.


20.3: If a bargaining unit member feels that he/she has been assigned to work under unsafe or unhealthful conditions, he/she shall report the situation immediately to his/her supervisor. If the bargaining unit member disagrees with the supervisor's response to the situation, he/she may report the situation to the Director of Environmental and Occupational Health and Safety or his/her designee assigned to duty that day. The bargaining unit member 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 his/her designee, but may be assigned other duties. The bargaining unit member(s) shall not leave the campus. The Director of Environmental and Occupational Health and Safety or his/her designee shall inspect the situation immediately and deliver a verbal report on the scene, to be followed by a written report of the situation within three (3) days. The Director of Environmental and Occupational Health and Safety or his/her designee shall be empowered to order the immediate halt of any operation or activity which in his/her judgement is unsafe or unhealthful.

20.4: 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.

20.5: All recommendations of the Health and Safety Committee shall be responded to by the Director of Environmental and Occupational Health and Safety or his/her designee, in writing, indicating whether the recommendations will be implemented or rejected. If the recommendation is rejected, the response will indicate reasons for rejection. If the recommendation is approved, the response will indicate the approximate date of implementation.

20.6: 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 may be referred to the University Health and Safety Committee.

20.7: The University and the Association agree that it is their mutual goal to achieve and maintain a "drug-free workplace."



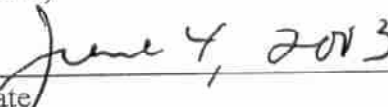
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 21
MISCELLANEOUS

21.1 Salary Checks: Bargaining unit P/A staff salary payments shall be biweekly made monthly, on the University working day nearest the last day of each month. If the employee wishes, salary payments will be mailed as directed by the employee. The employee may also direct the University to deposit his/her paycheck directly into his/her bank account. Payments will be made by electronic transfer and funds will be available in the bargaining unit member's account at the beginning of the business day on pay day. If the pay day is a scheduled University holiday, funds will be available in the bargaining unit member's account at the beginning of the previous business day.

21.2: Payroll Deductions: Upon proper individual authorization, the University shall administer the following payroll deductions:

- A. Association dues or "fair share" fee;
- B. Up to two tax exempt charitable organizations, including United Way;
- C. U. S. Government savings bonds;
- D. Tax-sheltered annuities; individual retirement accounts (IRA), and IRS approved 403(b) programs;
- E. ~~YSU Federal~~ Associated School Employees Credit Union;
- F. Contributions to an Association Political Action Committee or the Fund for Children and Public Education ~~Educators Political Action Committee~~; and
- G. The YSU Annual Fund and Capital Campaign.

An employee may enroll in a tax-sheltered annuity program once each year.

21.3: Bookstore and Athletic Tickets: The University will fund the cost of a 20% discount for bargaining unit members on purchases of \$5.00 or more on items sold by the University Bookstore, and the cost of a 50% discount on athletic tickets and University Theater tickets for use by bargaining unit members and their immediate families. (The athletic ticket discount shall be available on individual athletic events only if the tickets are purchased at least one day prior to the event).

21.4: 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 Continuing Education department of University Outreach the Metropolitan College. 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 University Outreach ~~the Metropolitan College~~ and in accordance with deadlines established by University Outreach ~~the Metropolitan College~~. 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.

21.5: Library Privileges: Members of the bargaining unit shall enjoy all general privileges extended to members of the P/A staff excluded from the bargaining unit, including Inter-Library Loan.

21.6: Parking: The following faculty/staff parking lots shall have card-activated gates that shall restrict parking to full-time and part-time faculty and staff: Lot F-2: DeBartolo Hall; Lot F-3: Williamson Hall; Lot F-6: Fedor Hall; the currently unrestricted portion of Lot F-7: Stambaugh Stadium; and Lot F-5 Beeghly. Gate cards issued to students will not have the capacity to effect entrance to the above designated lots. The restrictions specified above shall be in effect from 7:00 a.m. to 4:30 p.m. Monday through Friday during all periods classes are in session, except when modifications are required because of special events. Professional/Administrative staff will continue to have access to parking decks and "mixed" lots. Parking is part of a bargaining unit member's fringe benefits. The Association will annually appoint a bargaining unit member to be a member of the University's Parking and Traffic Committee.

21.7: Emergency Closings: If the University decides because of inclement weather to dismiss P/A staff excluded from the bargaining unit, or tells them not to report for duty, without reducing their pay, the University will do the same for members of the bargaining unit.

21.8: Contracting: The University retains the right to contract for services. However, the University agrees that it will not lay off members of the bargaining unit in the exercise of this right.

21.9: Fee Remission: Dependent children and spouses of bargaining unit members shall be granted remission for instructional fees at YSU, including out-of-state instructional fees where applicable. "Dependent children" are children who qualify as exemptions as defined by the Internal Revenue Service. Dependent children shall be eligible for remission to the end of the academic year of age twenty-four ~~five~~ (24) ~~(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 semester. Courses may not be taken at times which conflict with assigned duties. Remission of the general fee shall be granted to members of the bargaining unit only. The restriction of six credit hours shall not apply to courses taken at YSU as part of a Staff Development Leave granted under the provisions of Article 6. Bargaining unit members with a .75 FTE or higher receive remission benefits as stated above.


Members with .50 FTE receive remission of instructional and general fees as defined in Article 10.3C.

Bargaining unit members who retire during the term of this Agreement shall continue to be eligible for the fee remission described above, and their dependents shall continue to be eligible for fee remission for dependents, as described above, to include remission of instructional and general fees. The dependents of any bargaining unit member who dies during the term of this Agreement shall continue to be eligible for fee remission as described above, to include remission of instructional and general fees, until dependent children reach the end of the academic year of age twenty-four ~~five~~ (24) ~~(25)~~ and as long as the surviving spouse remains unmarried.

21.10: The University will not reduce a full-time position held by a member of the bargaining unit to part-time status, or to a shorter duration (e.g., 12-months to 10-months) during the term of this Agreement without the individual's concurrence. This provision does not apply to vacant positions.



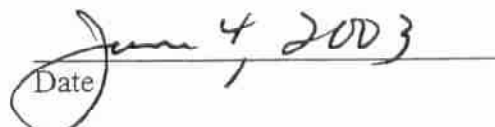
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

Tentative Agreement
June 4, 2003

ARTICLE 22
NON-DISCRIMINATION

22.1: Non-Discrimination: The University and the Association reaffirm their mutually held responsibility, under federal and state laws and executive orders relating to fair employment practices, that no individual shall be unlawfully discriminated against on the basis of race, color, age, religion, sex, national origin, disability, sexual orientation, or identity as a disabled veteran or veteran of the Vietnam era.

22.2: The University and the Association agree that neither shall discriminate against any individual on the basis of membership or non-membership in the Association or on the basis of lawful participation or refraining from participation in the activities of the Association or its state or national affiliates, or because he/she exercises his/her rights under O.R.C. 4117.

22.3: The parties agree that our society presently offers various sources of relief to persons found to have been victims of discrimination, such as the Ohio Civil Rights Commission, Equal Employment Opportunity Commission and the State Employment Relations Board. The parties agree that allegations of illegal discrimination may be reported to the University Affirmative Action Officer. Alleged violations of the provisions of Article 22.1 may not be processed beyond Step 3 of the grievance procedure established in Article 8.

22.4: Nothing in this Agreement will be construed to restrict the right of the University to take action to comply with the Americans with Disabilities Act.

22.5: Affirmative Action Committee: To further the parties' mutual goal of preventing all forms of illegal discrimination, the University's Diversity Council ~~Affirmative Action Committee~~, as one of its functions, shall be responsible for providing ongoing education on discrimination issues. In order to assure the Association an opportunity to provide input, the President of the Association shall designate a minimum of one (1) bargaining unit member to serve on the University Diversity Council ~~Affirmative Action Committee~~ each year.



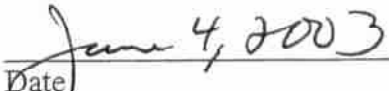
Association of Professional/Administrative
Staff (APAS)



Date



Youngstown State University
(YSU)



Date

APPENDIX C
Salary Ranges
Effective July 1, 2003-June 30, 2006

Structure	Grade	Minimum	Midpoint	Maximum
A	1	\$24,501	\$31,412	37,694
A	2	\$28,176	\$36,123	43,348
A	3	\$32,403	\$41,542	49,851
A	4	\$37,263	\$47,774	57,328
A	5	\$42,853	\$54,940	65,928
A	6	\$49,281	\$63,181	75,817
A	7	\$56,673	\$72,658	87,189
A	8	\$65,174	\$83,556	100,268
A	9	\$74,950	\$96,090	115,308
A	10	\$86,193	\$110,503	132,604
A	11	\$99,121	\$127,079	152,495
A	12	\$113,990	\$146,141	175,369
A	13	\$131,088	\$168,062	201,674
B	1	\$24,000	\$30,770	36,923
B	2	\$27,600	\$35,385	42,462
B	3	\$31,740	\$40,693	48,831
B	4	\$36,501	\$46,797	56,156
B	5	\$41,977	\$53,816	64,579
B	6	\$48,273	\$61,888	74,266
B	7	\$55,514	\$71,172	85,406
B	8	\$63,841	\$81,847	98,217
B	9	\$73,417	\$94,125	112,950
B	10	\$84,430	\$108,243	129,892
C	1	\$29,484	\$37,800	45,360
C	2	\$33,906	\$43,470	52,164
C	3	\$38,992	\$49,990	59,988
C	4	\$44,841	\$57,489	68,986
C	5	\$51,567	\$66,112	79,334
C	6	\$59,302	\$76,029	91,235
C	7	\$68,198	\$87,433	104,920
C	8	\$78,428	\$100,548	120,658

APPENDIX C
Salary Ranges
Effective July 1, 2003-June 30, 2006

Structure	Grade	Minimum	Midpoint	Maximum
D	1	\$26,536	\$34,021	40,825
D	2	\$30,517	\$39,124	46,949
D	3	\$35,094	\$44,992	53,991
D	4	\$40,358	\$51,741	62,089
D	5	\$46,412	\$59,502	71,403
D	6	\$53,374	\$68,428	82,113
D	7	\$61,380	\$78,692	94,430
D	8	\$70,587	\$90,496	108,595
D	9	\$81,175	\$104,070	124,884
D	10	\$93,351	\$119,681	143,617
E	1	\$24,916	\$31,944	38,333
E	2	\$28,654	\$36,735	44,082
E	3	\$32,952	\$42,246	50,695
E	4	\$37,894	\$48,583	58,299
E	5	\$43,579	\$55,870	67,044
E	6	\$50,115	\$64,250	77,100
F	1	\$24,184	\$31,005	37,206
F	2	\$27,812	\$35,656	42,787
F	3	\$31,984	\$41,005	49,206
F	4	\$36,781	\$47,155	56,586
F	5	\$42,298	\$54,229	65,074
F	6	\$48,643	\$62,363	74,835
F	7	\$55,940	\$71,717	86,061
F	8	\$64,330	\$82,475	98,970
F	9	\$73,980	\$94,846	113,815

APPENDIX C
Salary Ranges
Effective July 1, 2003-June 30, 2006

Structure	Grade	Minimum	Midpoint	Maximum
G	1	\$21,319	\$27,332	32,799
G	2	\$24,517	\$31,432	37,719
G	3	\$28,195	\$36,147	43,376
G	4	\$32,424	\$41,569	49,883
G	5	\$37,287	\$47,804	57,365
G	6	\$42,881	\$54,975	65,970
G	7	\$49,313	\$63,221	75,866
G	8	\$56,710	\$72,705	87,246
G	9	\$65,216	\$83,610	100,332
G	10	\$74,998	\$96,152	115,382
G	11	\$86,248	\$110,575	132,690
G	12	\$99,185	\$127,161	152,593
H	1	\$20,845	\$26,725	32,070
H	2	\$23,972	\$30,734	36,880
H	3	\$27,568	\$35,344	42,412
H	4	\$31,703	\$40,645	48,774
H	5	\$36,459	\$46,742	56,090
H	6	\$41,928	\$53,753	64,504
H	7	\$48,217	\$61,816	74,180
H	8	\$55,449	\$71,089	85,306
H	9	\$63,767	\$81,752	98,102
H	10	\$73,332	\$94,015	112,818
H	11	\$84,331	\$108,117	129,740
H	12	\$96,981	\$124,335	149,202
I	1	\$23,860	\$30,589	36,707
I	2	\$27,439	\$35,178	42,214
I	3	\$31,555	\$40,455	48,546
I	4	\$36,288	\$46,523	55,827
I	5	\$41,731	\$53,501	64,201
I	6	\$47,991	\$61,526	73,832
I	7	\$55,189	\$70,755	84,906

APPENDIX C
Salary Ranges
Effective July 1, 2003–June 30, 2006

Structure	Grade	Minimum	Midpoint	Maximum
J	1	\$26,274	\$33,685	40,422
J	2	\$30,215	\$38,737	46,485
J	3	\$34,747	\$44,548	53,457
J	4	\$39,959	\$51,230	61,476
K	1	\$26,649	\$34,165	40,998
K	2	\$30,646	\$39,290	47,147
K	3	\$35,243	\$45,183	54,220
K	4	\$40,529	\$51,960	62,353
K	5	\$46,609	\$59,755	71,705
K	6	\$53,600	\$68,718	82,461
L	1	\$25,269	\$32,396	38,876
L	2	\$29,060	\$37,256	44,707
L	3	\$33,418	\$42,844	51,413
L	4	\$38,431	\$49,271	59,125
L	5	\$44,196	\$56,661	67,994
L	6	\$50,825	\$65,161	78,193
L	7	\$58,449	\$74,935	89,922
L	8	\$67,216	\$86,175	103,410
L	9	\$77,299	\$99,101	118,921
L	10	\$88,894	\$113,966	136,760
L	11	\$102,228	\$131,061	157,273
L	12	\$117,562	\$150,720	180,864
L	13	\$135,196	\$173,328	207,994
L	14	\$155,476	\$199,328	239,193
L	15	\$178,797	\$229,227	275,072

APPENDIX C

Salary Ranges

Effective July 1, 2003-June 30, 2006

Structure	Grade	Minimum	Midpoint	Maximum
M	1	\$24,418	\$31,305	37,566
M	2	\$28,080	\$36,000	43,200
M	3	\$32,292	\$41,400	49,680
M	4	\$37,136	\$47,610	57,132
M	5	\$42,707	\$54,752	65,702
M	6	\$49,112	\$62,965	75,558
N	1	\$23,789	\$30,499	36,599
N	2	\$27,358	\$35,074	42,089
N	3	\$31,462	\$40,335	48,402
N	4	\$36,181	\$46,386	55,663
N	5	\$41,608	\$53,343	64,012
N	6	\$47,849	\$61,345	73,614
N	7	\$55,026	\$70,547	84,656
O	1	\$28,721	\$36,822	44,187
O	2	\$33,030	\$42,346	50,815
O	3	\$37,984	\$48,697	58,437
O	4	\$43,682	\$56,002	67,202
O	5	\$50,234	\$64,402	77,283
O	6	\$57,769	\$74,063	88,875
O	7	\$66,434	\$85,172	102,206
O	8	\$76,399	\$97,948	117,537
O	9	\$87,859	\$112,640	135,168

APPENDIX D Salary Range Assignments

A	1	English Language Institute/English as a Second Language Specialist
A	1	Assistant to Coordinator, Mathematics and Statistics
A	1	English Language Institute/English as a Second Language Specialist
A	2	Metropolitan College Assistant
A	2	Metropolitan College Assistant
A	2	Coordinator, English Language Institute
A	2	Planetarium Lecturer
A	3	Professional Practice Program Coordinator
A	3	Coordinator, Summer Festival of the Arts
A	3	Coordinator, Language Learning and Resource Center
A	3	Program Developer
A	3	Coordinator, External Relations for Williamson College of Business Administration
A	4	Coordinator, Mathematics Assistance Center
A	4	Assistant Director of Honors Program
A	4	Social Work Internship Coordinator
A	4	Police Academy Coordinator
A	4	Metro College Program Coordinator
A	4	Coordinator, Nursing Learning Resource
A	4	Coordinator, Writing Laboratory
.		
B	5	Maag Library Systems Manager
.		
C	1	Photographer
C	1	Development Associate
C	2	Coordinator of Alumni Relations
C	2	Coordinator, Recruitment Marketing
C	2	Assistant Editor
C	3	Development Officer, Annual Fund/WYSU-FM
C	4	Assistant Director, Marketing and Communications
.		
D	1	Assistant Equipment Manager
D	1	Sports Information Editor
D	1	Assistant Athletic Trainer
D	1	Summer Camp Coordinator
D	1	Assistant to the Head Trainer
D	3	Equipment Manager
D	3	Associate Athletic Trainer
.		
E	1	Athletic Advisor
E	1	Athletic Advisor

APPENDIX D Salary Range Assignments

E	2	Academic Advisor
E	2	Coordinator, Professional Development
E	2	Academic Advisor
E	2	Academic Advisor
E	2	Academic Advisor
E	2	Coordinator Center for Student Progress
E	2	Academic Advisor
E	3	Sr. Athletic Advisor
E	4	BS/MD Coordinator
E	4	Coordinator, Career Services
E	4	Academic Advisor Senior
E	4	Coordinator, Career Services
E	4	Coordinator, Career Services
E	4	Coordinator, Teacher Certification
E	4	Academic Advisor Senior
E	4	Counselor/Coordinator of Testing
E	4	Academic Advisor Senior
E	4	Assistant Director, Center for Student Progress
E	4	Health Professions Rep/Acadmemic Advisor
E	4	Academic Advisor Senior
E	4	Counselor/Coordinator Disability Services
E	4	Academic Advisor Senior
E	4	Academic Advisor Senior
E	5	Academic Administrator
E	5	Coordinator, MBA Programs
E	6	University Counseling Center Assistant Director
F	4	Project Manager
F	6	Staff Architect
G	1	Housing Coordinator
G	1	Housing Coordinator
G	1	Housing Coordinator
G	1	Housing Coordinator
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	2	Undergraduate Admissions Representative
G	3	Financial Aid Counselor—Federal Programs
G	3	Coordinator, Graduate Administrative Affairs
G	3	Assistant Director—Federal Programs

APPENDIX D

Salary Range Assignments

G	3	Coordinator, Undergraduate Transfers
G	3	Financial Aid Counselor—Special Programs
G	3	Technology Recruitment Officer
G	3	Financial Aid Counselor—Federal Programs
G	4	Assistant Director, Office of Student Activities
G	5	Assistant Director of Housing Services
G	5	Associate Director of International Student and Scholar Programs
G	7	Assistant Director, Financial Aid and Scholarships

H	4	Cisco Academy Assistant Trainer/Technician
H	4	Cisco Academy Assistant Trainer/Technician
H	5	Metro College Systems Manager
H	5	Systems Coordinator
H	6	Website Manager
H	6	Technology and Training Specialist
H	8	Database Administrator

I	1	Research Assistant
I	4	Research Associate II
I	4	Research Economist
I	5	Instrumentation Service Specialist
I	6	Manager of Center of Biomedical and Environmental Research

J	1	Coordinator, Communication and Theater
J	2	Associate Staff Designer
J	3	University Archivist/Special Collections Librarian
J	3	Theater Production Manager

K	2	Coordinator, Graphic Center and Copy Center
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L	1	Evening Building Coordinator
L	2	Manager of Ticket Operations
L	3	Financial Services Analyst
L	4	Staff Auditor
L	4	Staff Auditor
L	4	Coordinator, Merchandising
L	4	Retail Operations Manager
L	4	Coordinator, Diversity Initiatives

APPENDIX D

Salary Range Assignments

M	1	Announcer/Producer
M	1	Announcer/Producer
M	2	Fine Arts Announcer/Producer
M	2	Fine Arts and News Announcer/Producer
M	4	Broadcast Engineer
O	1	Assistant Reference Librarian
O	1	Assistant Reference Librarian
O	1	Assistant Reference Librarian
O	1	Assistant Catalog Librarian
O	2	Associate Reference Librarian
O	3	Microforms/Serials Librarian
O	3	Interim Executive Director/Government Documents Librarian

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE

	SuperMed Classic (Replaces Traditional) †	SuperMed Select	Anthem HMP
Network	Hospital only	SuperMed Select PCP	Hospital & Physician Select a Primary Care Physician (PCP)
Dependent Age	The end of the year of the 25th birthday	The end of the year of the 25th birthday	The end of the year of the 25th birthday
Deductible	\$200/\$400	<i>\$100/\$300 for Non- Authorized Services</i>	N/A
Coinsurance Limits	In-Network - 15% Coinsurance until \$225/\$450 Non-Network- 25% Coinsurance until \$725/\$950	\$1,200/\$2,400 for Non- Authorized Services	N/A
Annual Out-of-Pocket Maximum (including Deductible). Office Visit Copays Do Not Count Toward Annual Maximum	In-Network \$425/\$850 Non-Network \$925/\$1,350	N/A \$1,300/\$2,700 for Non- Authorized Services	\$3,000/\$6,000

The University will reimburse bargaining unit members enrolled in the SuperMed Classic plan (or subsequent comparable plans) for out-of-network charges incurred by the bargaining unit member or his/her covered dependent as a result of use of a non-network hospital. (Article 5)

APPENDIX G
SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Benefit Period	Calendar Year	Calendar Year	Calendar Year
Pre-existing Period	No Waiting Period	No Waiting Period	No Waiting Period
Lifetime Maximum	\$2,000,000	\$2,500,000	Unlimited
Physician Office Services Office Visits	\$5 Copayment *	\$5 Copayment *	Covered in Full
Office Surgeries	15% of Coinsurance	\$5 Copayment *	Covered in Full
Preconception Care/Education	15% of Coinsurance	\$5 Copayment *	Covered in Full
Allergy – Testing and Treatment Serum & Injections	15% of Coinsurance	100% of UCR for injections	Covered in Full

\$5 copayment if seen by a physician.

APPENDIX G

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Preventive Care			
Mammographies and Pelvic Exams, PAP Testing, and PSA Test	For each Covered Person, 100% of UCR, not subject to Deductible and Coinsurance	Covered in Full	Covered in Full
Immunizations, Annual Diabetic Eye Exam, and Routine Physical Exams	For each Covered Person, first \$300 covered at 100%, then subject to Deductible and Coinsurance	Covered in Full	Covered in Full
Routine Colonoscopy	Covered in Full	Covered in Full	Covered in Full
Vision & Hearing Exams	Refer to benefit certificate for vision plan.	Refer to benefit certificate for vision plan.	Covered in Full

APPENDIX G

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Physical Rehabilitation Physical and Occupational *	15% Coinsurance after Deductible	Covered in full	Covered in full, 60 visit maximum
Spinal Manipulation *	15% Coinsurance after Deductible	Covered in full	Covered in full, 12 visit maximum
	25 visit maximum combined for Physical/Occupational Therapy and Spinal Manipulation	25 visit maximum combined for Physical/Occupational Therapy and Spinal Manipulation	
Speech Therapy	15 Visit Maximum, 15% Coinsurance, after Deductible	Covered in full, 15 visit maximum	Covered in full, 20 Visit maximum
Cardiac Rehabilitation	15% Coinsurance, after Deductible	Covered in full	Covered in full

APPENDIX G

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Inpatient Services	In-Network-15% Coinsurance, after Deductible Non-Network-25% Coinsurance, after Deductible	Covered in Full Non Authorized Services - 20% copayment	Covered in Full Non-Network - not covered
Outpatient Facility Services	In-Network - 15% Coinsurance, after Deductible Non-Network - 25% Coinsurance, after Deductible	Covered in Full Non Authorized Services - 20%	Covered in Full Non-Network - not covered
Inpatient & Outpatient Professional/ Ancillary Charges	In-Network: 15% Coinsurance after Deductible	Covered in full	Covered in full
Inpatient & Outpatient Physician Services		Non-Authorized Services: 50%	Non-network: Not covered
Home Care Services	In-Network - 15% Coinsurance after Deductible Non-Network - 25% Coinsurance after Deductible	Covered in Full Non Authorized Services - 50%	Covered in Full Non-Network - not covered

APPENDIX G

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic (Replaces Traditional)	SuperMed Select	Anthem HMP
Hospice Services	In-Network - 15% Coinsurance after Deductible Non-Network - 25% Coinsurance after Deductible	Covered in Full Non Authorized Services - 50%	Covered in Full Non-Network - not covered
Emergency Care/Urgent Care Hospital Emergency Room Physician Services Facility Charges Urgent Care: Physician Services Facility Charges	In-Network: 15% coinsurance after deductible; Non-network: 25% coinsurance after deductible. (This applies to both ER and UC charges.)	Covered in full Covered in full Covered in full Covered in full	Covered in full \$50 copayment Covered in full \$25 copayment
Ambulance Services	15% coinsurance, after deductible	Covered in full	Covered in full
Maternity Services	15% coinsurance, after deductible	Covered in full	Covered in full

APPENDIX G

SUMMARY OF HEALTH CARE COVERAGE (CONTINUED)

	SuperMed Classic(Replaces Traditional)	SuperMed Select	Anthem HMP
Mental Health and Substance Abuse Limits and Maximums Apply			
Inpatient Care	In-Network: 15% coinsurance after deductible Non-network: 25% coinsurance after deductible Limited to 31 days combined in or out of network	Covered in full Non-authorized services: 50%. Limited to 30 days combined in or out of network	Covered in full, limited to 30 days. Non-network: not covered.
Outpatient Care	In-Network: 15% coinsurance after deductible Non-network: 25% coinsurance after deductible Limited to 30 visits combined in or out of network	Covered in full Non-authorized services: 50% Limited to 30 visits combined in or out of network	Covered in full, limited to 50 visits. Non-network: not covered
Inpatient & Outpatient Substance Abuse Programs	Inpatient Mental Health Care, Drug Abuse and Alcoholism limited to three admissions per lifetime.	Inpatient Drug Abuse and Alcoholism limited to three admissions per lifetime.	Inpatient Substance Abuse Programs are limited to 30 day max. Inpatient days count against Mental Health Inpatient days. 2 per lifetime

**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

FACULTY APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
JANUARY 2003							
Dr. Richard Baringer	M/C	Replacement \$43,334	Assistant Professor	Educational Administration, Research & Foundations	01/13/03-05/16/03	\$20,000 1.0 FTE 9-mo. Base = \$43,334	New Hire Temporary #1
Dr. Sylvia Imler	F/B	New \$40,000	Assistant Professor	Teacher Education	01/02/03-05/16/03	\$19,897 1.0 FTE 9-mo. Base = \$40,000	New Hire Temporary #1
Mr. Kenneth Learman	M/C	Replacement \$62,500	Assistant Professor	Physical Therapy	01/02/03-05/16/03	\$28,851 1.0 FTE 9-mo. Base = \$58,000	New Hire Probationary #1
Mr. Hae-Jong Lee	M/A	Replacement \$40,000	Instructor	Dana School of Music	01/02/03-05/16/03	\$14,923 1.0 FTE 9-mo. Base = \$30,000	New Hire Temporary #1
Ms. Renee McManus	F/C	Replacement \$35,519	Instructor	Nursing	01/02/03-05/16/03	\$19,897 1.0 FTE 9-mo. Base = \$40,000	New Hire Temporary #1
Mr. Salvatore Sanders	M/C	New \$45,000	Assistant Professor	Health Professions	01/13/03-05/16/03	\$23,077 1.0 FTE 9-mo. Base = \$50,000	Transferred from P/A status Probationary #1
Ms. Cynthia Shields	F/C	Replacement \$39,000	Instructor	Nursing	01/02/03-05/16/03	\$19,987 1.0 FTE 9-mo. Base = \$40,000	New Hire Temporary #1

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

FACULTY APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
Dr. Karen Slovak	F/C	New \$45,000	Assistant Professor	Social Work	01/02/03-05/16/03	\$18,462 1.0 FTE 9-mo. Base = \$40,000	New Hire Probationary #1
Ms. Patricia Testa	F/C	Replacement \$40,000	Instructor	Nursing	01/02/03-05/16/03	\$19,897 1.0 FTE 9-mo. Base = \$40,000	Transferred from P/A status Temporary #1
None				FEBRUARY 2003			
None				MARCH 2003			

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
JANUARY 2003							
Mr. Thomas W. Bell	M/C	Replacement (\$27,110)	Assistant Reference Librarian	Maag Library	01/06/03-06/30/03	\$13,628 1.00 FTE	New hire.
Dr. Theodore R. Bosela	M/C	New (N/A; based on faculty salary)	Associate Dean	College of Engineering and Technology	01/01/03-06/30/03	\$27,610 \$41,343 1.00 FTE	Assumed new position; from faculty to P/A.
Ms. Holly J. Burnett	F/C	New (\$30,732)	Research Associate II/Environmental Coordinator	Center for Urban and Regional Studies	01/15/03 -06/30/03	\$82,687 \$8,605 .60 FTE	New hire; externally funded.
Ms. Denise Crews	F/B	New (\$65,000)	Director, Mahoning Valley Education and Training Institute	Metropolitan College	01/21/03 -06/30/03	\$30,732 \$29,333 1 FTE \$65,000	New hire; externally funded.
Ms. Mary E. Eckard	F/C	Replacement (\$27,100)	Academic Advisor (temp)	Beeghly College of Education	01/21/03-06/30/03	\$12,636 1.00 FTE	New hire.
Ms. Lana Iliain	F/C	New (\$25,333)	Research Assistant	Health Professions	01/01/03 -06/30/03	\$28,000 \$9,500 .75 FTE \$25,333	New hire; externally funded.
Mr. Calvin L. Jones	M/B	Replacement (N/A; externally funded < .5 FTE)	College Tech Prep Assistant	Associate Degree and Tech Prep Program	01/13/03 -06/30/03	\$3,700 .375 FTE	New hire; externally funded.
Dr. Jane Kestner	F/C	Replacement (N/A; based on faculty salary)	Associate Dean	College of Arts and Sciences	01/01/03-06/30/03	\$20,800 \$45,353 1.00 FTE	Assumed new position; from faculty to P/A.
Ms. Robyn Maas	F/C	New (\$25,000)	Exhibition Design and Production Manager	McDonough Museum of Art	01/01/03-06/30/03	\$90,706 \$12,429 1.00 FTE \$24,859	New hire.

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
Dr. Gordon E. Mapley	M/C	Replacement (Interim appointment)	Interim Executive Director of the Metro College, Director of Distance Learning and Coordinator of Special Computing Initiatives	Metropolitan College	01/01/03 -06/30/03	\$46,945 1.00 FTE \$93,890	Assumed interim position.
Ms. Michelle G. Ocepek	F/C	Replacement (\$38,124)	Associate Director of International Student and Scholar Programs	Center for International Studies and Programs	01/06/03-06/30/03	\$21,718 1.00 FTE \$44,000	New hire.
Mr. Nicholas Pantloni	M/C	Replacement (\$27,400)	Academic Placement Services Advisor (temp)	Center for Computer Based Assessment	01/13/03-06/30/03	\$12,998 1.00 FTE \$27,400	New hire; externally funded.
Dr. Philip B. Ugorowski	M/C	New	Postdoctoral Research Fellow	Physics and Astronomy	01/01/03-06/30/03	\$20,000 1.00 FTE \$40,000	New hire; externally funded.
Ms. Jamie Wilson	F/C	New (\$26,000)	Coordinator	Alumni Relations	01/20/03 -06/30/03	\$12,758 1.00 FTE \$28,169	Lateral transfer.

FEBRUARY 2003

None

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
MARCH 2003							
Mr. Kenneth Conatser	M/C	Replacement	Assistant Coach, Football	Intercollegiate Athletics	03/01/03-06/30/03	\$4,053 .38 FTE	New hire.
Ms. Susan E. Davis	F/C	Replacement (\$65,000)	Director	Undergraduate Admissions	01/01/03-06/30/03	\$32,000 \$34,000 1.00 FTE \$68,000	Assumed new position.
Mr. Jerome D. Olsavsky	M/C	Replacement (\$38,458)	Assistant Coach, Football	Intercollegiate Athletics	03/01/03-06/30/03	\$12,819 1.00 FTE	New hire.
Ms. E. Meredith Young	F/C	New	Director of Adult Education	Metropolitan College	01/01/03-06/30/03	\$38,458 \$32,500 1.00 FTE \$65,000	Assumed new position.
REHIRE							
JANUARY 2003							
Mr. Joseph Donatella	M/C	N/A	Distance Learning Technical Aide	Metropolitan College	01/13/03 -06/30/03	\$5,655 .625 FTE \$27,040	Contract extension; externally funded. Rehire.
Ms. Barbara Orton	F/B	N/A	Director of Equal Opportunity and Diversity	Equal Opportunity and Diversity	01/01/03-03/31/03	\$18,112 1.00 FTE \$72,448	Contract extension; externally funded. Rehire.
Dr. James L. Shanahan	M/C	N/A	Senior Research Associate/Planner	Center for Urban and Regional Studies	01/01/03 -06/30/03	\$25,462 1.00 FTE \$50,923	Contract extension; externally funded.
Ms. Mary Womble	F/C	Replacement (\$30,214)	Development Associate	WYSU-FM	01/06/03 -06/30/03	\$15,302 1.00 FTE \$31,000	From temporary to permanent.

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
FEBRUARY 2003							
<i>None</i>							
MARCH 2003							
Ms. Patricia Benetis	F/C	N/A	Skill Center Teacher	Metropolitan College	03/01/03-06/30/03	\$5,616 .45 FTE \$37,440	Rehire; externally funded.
Ms. Claudia Brenneisen	F/C	N/A	Skill Center Coordinator	Metropolitan College	03/01/03-06/30/03	\$12,480 .75 FTE \$49,920	Rehire; externally funded.
Ms. Ellen Cornwell	F/C	N/A	Skill Center Teacher	Metropolitan College	03/01/03-06/30/03	\$3,120 .25 FTE \$37,440	Rehire; externally funded.
Mr. Paul DeLisio	M/C	N/A	Skill Center Teacher	Metropolitan College	03/01/03-06/30/03	\$8,424 .675 FTE \$37,440	Rehire; externally funded.
Mr. Steven Melek	M/C	N/A	Skill Center Teacher	Metropolitan College	03/01/03-06/30/03	\$6,240 .50 FTE \$37,440	Rehire; externally funded.
Mr. James A. Pepperney	M/C	N/A	Skill Center Teacher	Metropolitan College	03/01/03-06/30/03	\$3,120 .25 FTE \$37,440	Rehire; externally funded.
Mr. Charles H. Sager	M/C	N/A	Skill Center Teacher	Metropolitan College	03/01/03-06/30/03	\$8,424 .675 FTE \$37,440	Rehire; externally funded.
Ms. Valerie Spain	F/C	N/A	Skill Center Lead Teacher	Metropolitan College	03/01/03-06/30/03	\$11,440 .75 FTE \$45,760	Rehire; externally funded.

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

PROFESSIONAL/ADMINISTRATIVE APPOINTMENTS FOR BOARD OF TRUSTEES APPROVAL

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATES	SALARY/FTE / BASE SALARY	COMMENTS
Mr. Harold Wilson	M/C	N/A	Skill Center Teacher	Metropolitan College	03/01/03-06/30/03	\$8,424 .675 FTE \$37,440	Rehire; externally funded.

CLASSIFIED APPOINTMENTS FOR INFORMATION ONLY

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATE	SALARY/FTE / BASE SALARY	COMMENTS
JANUARY 2003							
Ms. Amy Holinbaugh	F/C	Replacement (P. Novak)	Environmental Scientist 1	Environmental and Occupational Health & Safety	01/02/03	\$28,537.60	From intermittent status New Hire
Ms. Sue Urmson	F/C	Replacement (C. Marsh)	Secretary 2	Dana School of Music	01/17/03	\$25,646.40	New Hire
FEBRUARY 2003							
Mr. Steve Richards	M/C	Replacement (\$23,130)	Maintenance Repair Worker 2	Facilities	02/18/03	1.00 FTE/ \$24,149	New Hire

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**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

CLASSIFIED APPOINTMENTS FOR INFORMATION ONLY

NAME	GENDER/ RACE*	POSITION <i>NEW or REPLACEMENT (Including Vacant Position Budgeted Salary)</i>	TITLE	DEPARTMENT	CONTRACT/ APPOINTMENT DATE	SALARY/FTE / BASE SALARY	COMMENTS
Ms. Linda Glover	F/B	New	Word Processing Specialist 2 (.50 FTE)	Dana School of Music	2/3/03	.50 FTE/\$13,998	Voluntary Reduction & Change in Employee Status of FT to .5 FTE
MARCH 2003							
Ms. Michele Thomas	F/C	Replacement (\$27,770)	Secretary 2	Financial Aid	03/03/03	1.00 FTE/ \$25,646	New Hire

SEPARATIONS

NAME	GENDER/ RACE*	CATEGORY OF EMPLOYMENT	TITLE	DEPARTMENT	SEPARATION DATE	VACANT POSITION BUDGETED SALARY	COMMENTS
JANUARY 2003							
Ms. Dorothy Untch	F/C	CCS	Secretary 2	Chemistry	01/31/03	\$33,654.40	Retirement
Mr. Dara Cox	F/C	CCS	Administrative Assistant 2	Media & Academic Computing	01/31/03	\$42,660.80	Retirement
FEBRUARY 2003							
Mr. Philip Hirsch	M/C	P/A	Executive Director of Administrative Services and Special Assistant to the President	Administrative Services and Office of the President	02/01/03	\$108,851	Retirement

RETIREMENTS:

*Race abbreviation codes:

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- H = Hispanic-Mexican, Puerto Rican, Cuban, Central/South American or other Spanish culture.
- N = American Indian or Alaskan Native, origins in any of the original peoples of North America.

**YOUNGSTOWN STATE UNIVERSITY
PERSONNEL ACTIONS
JANUARY 1, 2003—MARCH 31, 2003**

SEPARATIONS

NAME	GENDER/ RACE*	CATEGORY OF EMPLOYMENT	TITLE	DEPARTMENT	SEPARATION DATE	VACANT POSITION BUDGETED SALARY	COMMENTS
MARCH 2003							
Ms. Jean Anne Gove	F/C	CCS	Systems Analyst 3	Computer Services	03/14/03	\$69,888	Retirement
SEPARATIONS:							
JANUARY 2003							
Ms. Tristia Corey-Gustas	F/C	P/A	Academic Advisor	Beeghly College of Education	01/02/03	\$28,000	Resignation
Ms. Barbara Orton	F/B	P/A	Director of Equal Opportunity and Diversity	Equal Opportunity and Diversity	01/01/03	\$72,448	Retirement
Mr. Salvatore Sanders	M/C	P/A	Interim Director	Media and Academic Computing	01/13/03	\$52,736	Resignation; accepted YSU faculty position.
Ms. Patricia Testa	F/C	P/A	Learning Resource Coordinator	Nursing	01/02/03	\$32,748	Resignation; accepted YSU faculty position.
FEBRUARY 2003							
Ms. Linda Glover	F/B	Classified	Administrative Assistant 1	SMARTS - College of Fine and Performing Arts	02/02/03	\$26,229	Voluntary Reduction & Change in Employee Status to another position within YSU
Mr. Trent Boykin	M/BL	P/A	Assistant Coach, Football	Intercollegiate Athletics	02/22/03	\$38,458	Resignation; accepted coaching position at another university.
MARCH 2003							
Ms. Susan E. Davis	F/C	P/A	Director of International Admissions	Undergraduate Admissions	01/01/03	\$54,090	Assumed new position.
Mr. Donald Houser	M/C	P/A	Assistant Coach, Football	Intercollegiate Athletics	02/22/03	\$22,660	Resignation

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SEPARATIONS

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Mr. Robert Stoops	M/C	P/A	Assistant Coach, Football	Intercollegiate Athletics	03/01/03	\$10,031	Resignation
Mr. Darrin R. Toney	M/B	P/A	Assistant General Counsel	Office of the General Counsel	03/01/03	\$67,500	Resignation
Ms. E. Meredith Young	F/C	P/A	Director	Undergraduate Admissions	01/01/03	\$65,000	Assumed new position at Metropolitan College.

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FACULTY & STAFF RECEIVING EMERITUS STATUS

(Board of Trustees Meeting, June 25, 2003)

NAME

TITLE

Joan F. DiGiulio	FACULTY EMERITUS
Ronald L. Gould	FACULTY EMERITUS
A. James Granito	FACULTY EMERITUS
Inez G. Heal	FACULTY EMERITUS
Ikram Khawaja	FACULTY EMERITUS
Glenda G. Kunar	FACULTY EMERITUS
James P. LaLumia	FACULTY EMERITUS
Jagdish C. Mehra	FACULTY EMERITUS
Lowell J. Satre	FACULTY EMERITUS
Paul C. Peterson	FACULTY EMERITUS
Carol Ann Cook	ADMINISTRATOR EMERITUS
Edward DiGregorio	ADMINISTRATOR EMERITUS
Philip Hirsch	ADMINISTRATOR EMERITUS
Floyd E. Jackson	ADMINISTRATOR EMERITUS
Barbara C. Orton	ADMINISTRATOR EMERITUS