

BOARD OF TRUSTEES
FINANCE AND ADMINISTRATION COMMITTEE
October 13, 2017
9:00 a.m., University Center, Room 214

Agenda

1.0 Action Items

1.1 Resolution F14-17
Appointment of General Counsel for Shawnee State University

The recommended appointment of Michael McPhillips as General Counsel for Shawnee State University is presented for the Committee’s review and recommendation to the Board of Trustees.

1.2 Resolution F15-17
Approval of the adoption of Policy 4.52Rev. Leaves of Absence, Paid and Unpaid

This resolution recommends the Board of Trustees’ approval of policy revisions that include the accommodation of a university winter break closure and alignment of sick leave payments at retirement with applicable provisions of the Ohio Revised Code (ORC). The policy is renamed for clarity from “Administrative Leaves” to “Leaves of Absence, Paid and Unpaid.”

1.3 Resolution F16-17
Approval to Adopt Voluntary Retirement Incentive Plans

This resolution recommends the approval of a Faculty Voluntary Retirement Incentive Plan and a Staff Voluntary Retirement Incentive Plan for adoption by the Board of Trustees.

2.0 Information Items

2.1 Update on FY2018 budget strategies

2.2 Updates: General Fund Reserves Investment Report, Capital Projects. Personnel Report

2.3 IUC Group Purchase Agreement Information

3.0 Education Item

Eric Braun will brief the Committee on an FY2018 Government Relations Plan. The Plan outlines strategies for engagement of state and federal agencies, elected and appointed officials, and coordination of university leadership and campus resources for the furtherance of advancing the university agenda and increasing federal and state support for SSU.

RESOLUTION F14-17

APPOINTMENT OF GENERAL COUNSEL

WHEREAS, University Policy 5.16Rev., President's Authority, University Personnel Actions, requires approval by the Board of Trustees for appointments of executives; and

WHEREAS, a national search was undertaken that included candidate interviews with university leaders and support from the Office of the Ohio Attorneys General; and

WHEREAS, Mr. Michael McPhillips was determined to exhibit substantial directly-related experience and credentials that fulfill the requirements for this position; and

WHEREAS, the President recommends approval of this appointment;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of Shawnee State University approves the appointment of Mr. Michael McPhillips to the position of General Counsel, effective September 11, 2017, at a fiscal-year salary of \$110,700;

THEREFORE, BE IT FURTHER RESOLVED that the Board ratifies the President's execution of an executive employment agreement with Mr. McPhillips consistent with applicable university policies.

(October 13, 2017)

RESOLUTION F15-17

**APPROVAL OF THE ADOPTION OF
POLICY 4.52REV, LEAVES OF ABSENCE, PAID AND UNPAID**

WHEREAS, Policy 4.52Rev., Administrative Leaves, was approved by the Board of Trustees on October 14, 2016; and

WHEREAS, recommended revisions include the implementation of University closure each year from December 26 through December 31 in order to achieve significant energy savings, the adjustment of vacation accruals to offset for the paid days during the closure period; and modifications that align sick leave payments at retirement with the Ohio Revised Code (ORC) and consistency with other Ohio state universities; and

WHEREAS, to more clearly reflect the content of the policy, rename it from *Administrative Leaves* to *Leaves of Absence, Paid and Unpaid*;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of Shawnee State University hereby approves the adoption of Policy 4.52Rev., Leaves of Absence, Paid and Unpaid, effective October 13, 2017.

(October 13, 2017)

Shawnee State University

POLICY TITLE:	LEAVES OF ABSENCES (PAID & UNPAID)
POLICY NO. :	4.52REV
ADMIN CODE:	3362-4-23
PAGE NO.:	1 OF 15
EFFECTIVE DATE:	10/13/17
NEXT REVIEW DATE:	10/20/20
RESPONSIBLE OFFICER(S):	VPFA
APPROVED BY:	BOARD OF TRUSTEES

1.0 PURPOSE

The University is committed to providing administrators, administrative technical support staff (ATSS), and law enforcement officers with appropriate avenues for employees to take time away from work assignments and for the University to remain fully compliant with applicable regulatory provisions for various forms of leaves that are essential to the health and wellbeing of University employees. This policy identifies the holidays that are observed by the University, provides for the accrual and use of vacation, and defines the various forms of leaves of absences (LOAs) that are available.

2.0 HOLIDAYS

2.1 The following are designated University holidays:

<u>Holiday</u>	<u>Date</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day*	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day*	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- 2.2 The University will develop a schedule each year that will allow for designated holidays to be observed. The two holidays marked with an asterisk (*) on the list will be observed on the Friday after Thanksgiving and on the day before Christmas Day.
- 2.3 If any of the holidays as provided herein falls on Saturday, the Friday immediately preceding shall be observed as the holiday. If any of the holidays as provided herein falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.
- 2.4 The University reserves the right to require work on observed holidays at its discretion. Non-exempt salaried employees working on an observed holiday shall be paid for the holiday and for the actual time worked at one and one-half (1 ½) times their base salary per-hour rate of pay.

3.0 WINTER BREAK

- 3.1 Beginning in 2017, the University will be closed for Winter break each year from December 26 through December 31.
- 3.2 In order to provide for the safekeeping of the University, the Department of Public Safety will remain open and DPS Officers will continue their normal work schedules during this time. DPS Officers regularly scheduled to work shall receive their regular per hour rate of pay.

4.0 VACATION LEAVE AND PERSONAL LEAVE

- 4.1 The University regards a vacation as a period of rest and relaxation earned for past service. Since the annual vacation is important to the wellbeing of employees and their families, employees are encouraged to utilize all earned vacation.
- 4.2 For accrual purposes, the vacation year shall be based on an employee's anniversary date.
- 4.3 Full-time employees accrue vacation leave based upon the schedule below. Part time employees who work twelve months will receive pro-rated vacation.

Admin/ATSS Vacation Accrual Structure

Years of Completed Service	# Days	Hours of Vacation	Accrual Rate	Maximum Balance
Years 0-2	17	136	5.23	272.00
Years 3-5	18	144	5.54	288.00
Years 6-8	19	152	5.85	304.00
Years 9-11	20	160	6.15	320.00
Years 12-14	21	168	6.46	336.00
Year 15+	22	176	6.77	352.00

Public Safety Officers Vacation Accrual Structure

Years of Completed Service	# Days	Hours of Vacation	Accrual Rate	Maximum Balance
Years 0-2	20	160	6.15	320.00
Years 3-5	21	168	6.46	336.00
Years 6-8	22	176	6.77	352.00
Years 9-11	23	184	7.08	368.00
Years 12-14	24	192	7.38	384.00
Year 15+	25	200	7.69	400.00

- 4.4 Employees working less than twelve months per year will not accrue vacation. Instead they will receive two personal days per year on July 1st which may be used with sufficient notice to arrange coverage and subject to supervisor approval. Unused personal days will not carry over from year to year. These days will be added to the employee's leave balance upon hire and will expire each year on June 30th.
- 4.5 An employee may accumulate a maximum of two (2) times the accrued hours of vacation earned in one year. This amount may be carried over from year to year. With approval of the division vice president, an additional amount may be carried over when vacation cannot be taken due to operational needs outside the employee's control.
- 4.6 A newly hired employee's vacation accrual rate may include prior public service with the State of Ohio or political subdivision with the following conditions:
- 4.6.1 The employee must inform and provide written documentation to the Department of Human Resources within ninety (90) days of employment

that s/he has service with the State of Ohio or a political subdivision. In such case, the employee's accrual will be adjusted to the appropriate rate from the date of employment with the University.

- 4.6.2 Notification by the employee to the Department of Human Resources received after ninety (90) days of employment with the University will be applied to the employee's accrual rate beginning the next full pay period in which the request and required documentation are received by Human Resources.
- 4.6.3 The employee's adjusted accrual balance (whether retroactive to the employment date or a later date) will be reflected on the pay records beginning with the next full pay period after receipt of required documentation.
- 4.6.4 A year of service with the State of Ohio or a political subdivision is considered as twenty-six (26) biweekly periods.
- 4.6.5 An employee who has retired in accordance with the provisions of any retirement plan offered by the State of Ohio (a reemployed retiree) will not have prior service with the State of Ohio, any political subdivision of the State or a regional council of government counted for purposes of computing vacation leave.
- 4.7 To assure accurate leave balances, employees requesting vacation leave must submit their request electronically through the BearTrax system.
- 4.8 Extended vacation requests (over 3 weeks in a single instance) may have a negative impact on the operation and will be considered only as an exception with accompanying extenuating circumstances. Requests of this nature will require a written rationale with supervisor approval, as well as the approval of the division vice president.
- 4.9 When an official University observed holiday falls within an employee's vacation that day will not be charged as vacation.
- 4.10 All accrued vacation must be exhausted before an unpaid leave of absence commences.
- 4.11 Employees who retire or resign will be paid for earned but unused vacation up to a maximum of two times the accrued hours of vacation in one year at the time of

their departure. In the event of the death of an employee, vacation pay for vacation earned but not taken up to a maximum of two times the accrued hours of vacation in one year will be paid to the estate of the employee.

- 4.12 The Department of Human Resources will maintain an up-to-date record of vacation for each employee. Any questions concerning vacation record-keeping should be directed to Human Resources.

5.0 SICK LEAVE

- 5.1 Sick leave may be used for an authorized absence from scheduled duties due to illness, accident, exposure to contagious disease, health examinations or treatment (medical, dental or optical) for self or immediate family members when employees attendance is required, family emergencies requiring the attendance of the employee, pregnancy and/or childbirth and related conditions, or death in the immediate family. The definition of an immediate family member includes: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian, or other person who stands in the place of a parent.
- 5.2 Upon hire, a full-time Administrator or ATSS employee will receive one hundred and twenty (120) hours of sick leave credited to his/her leave account.
- 5.3 After the first year of employment and thereafter, sick leave will accrue for full-time Administrators and ATSS pro-rated each pay period for a maximum of 120 hours per year.
- 5.4 Upon hire, the part-time Administrator or ATSS employee will receive a pro-rated amount of sick leave credited to his/her leave account, based upon the employee's full-time equivalency (FTE) percentage determined at the time of hire. For example, a half-time employee (.50 FTE) will be eligible for a credit of sixty (60) hours of sick leave, etc.
- 5.5 After the first year of employment and thereafter, sick leave shall accrue for part-time administrators and ATSS at a pro-rated amount based upon the employee's FTE.
- 5.6 An Administrator or ATSS may transfer into his/her University sick leave account any accumulated, documented, and verified sick leave balance that has been accumulated in the public service in the State of Ohio, provided that his/her re-

employment takes place within ten (10) years of the date on which the employee was last terminated from public service. If the employee elects to do so and informs the Department of Human Resources, he/she may elect to transfer any unused and unpaid sick leave balance above one-hundred and twenty (120) hours to their Shawnee State University sick leave account. This amount will be in addition to the University credited amount. For example, if the employee had six hundred and twenty (620) hours of unused and unpaid sick leave from a prior state of Ohio employer, then five hundred (500) hours could be transferred to Shawnee State University.

- 5.7 There is no maximum applied to the amount of sick leave that may be accumulated during active employment.
- 5.8 The sick leave account balance will be reduced an hour for each hour of sick leave used. As an alternative to using up sick leave hours, the employee and supervisor may use flexible scheduling (working less hours of the normal schedule and making those hours up another time or day) to account for time off for medical appointments or other reasons which would otherwise be used as sick leave hours. For ATSS, hours must be made up within the same week, or if not, the sick leave account will be reduced an hour for each hour of sick leave used.
- 5.9 Employees requesting sick leave (including leave that qualifies under the Family and Medical Leave Act – FMLA) must submit their request electronically through the BearTrax system. When the leave is foreseeable, the employee must make every effort to request the leave thirty (30) days in advance of the Leave. When that is not possible for the leave request form to be submitted in advance of the leave, it must be approved by supervisor and submitted to Human Resources upon return from the absence. Time on approved sick leave will run concurrent with an approved leave under FMLA (refer to section 7.0 below).
- 5.10 If an employee is expected to be off more than five (5) consecutive work days, a signed or official doctor's statement must be submitted in advance to the supervisor or Human Resources. If an employee does not have advance warning, the doctor's statement must be provided to the supervisor or Human Resources as soon as practicable after the employee knows he/she will be off more than five (5) consecutive days and in no event any later than the date the employee returns to work (unless more time is granted by the Director of Human Resources or designee).
- 5.11 In situations of sick leave involving less than five (5) consecutive work days, where suspicious patterns of leave exist (e.g., leave taken immediately before or

after weekends or days off), a doctor's statement may be required upon the request of the supervisor or Human Resources. All doctors' statements shall be in the form of a signed or official statement from the attending physician, stating the general nature of the illness, date of medical treatment, and the conditions under which the employee is released to return to work or a statement from the attending physician verifying the illness or injury of the employee's immediate family member. The failure to submit doctor's statements, or the failure to submit proper leave forms to Human Resources, may result in delay of payment for the time missed.

6.0 SICK LEAVE RETIREMENT PAYMENT

- 6.1 The Administrator or ATSS, upon official state retirement from active service or upon separation of employment by an alternative retirement plan (ARP) participant who meets the eligibility requirements under the state pensions systems (OPERS or STRS) and with ten or more years of service with the State of Ohio or any of its political subdivisions, will be paid as follows:
- 6.1.1 For employees who retire prior to January 1, 2021 payment shall be for one-fourth of the value of sick leave balance, up to a maximum payment of 320 hours.
 - 6.1.2 Employees who retire on or after January 1, 2021 will be paid for one-fourth of the value of accumulated sick leave balance, up to a maximum payment of 240 hours.
 - 6.1.3 Payment will be based upon the employee's base per hour rate of pay at the time of retirement. Any unpaid leave remaining on the Shawnee State sick leave account will be available for use upon rehire (unless hired into a position that does not provide sick leave).
 - 6.1.4 In the event of an eligible employee's death prior to retirement, the sick leave retirement payout is not subject to payment to the employee's estate.
- 6.2 The payout of sick leave balance as provided in this policy will be made only once to any Administrator or ATSS. An employee, who received such cash payout and who was rehired post retirement, may accrue and use sick leave while actively employed but shall not be eligible for payment of any unused sick leave balance.

- 6.3 Intentional misuse of the sick leave provision herein may be considered grounds for disciplinary action. Non-compliance with sick leave rules and regulations may result in the Administrator or ATSS not receiving pay for the requested sick leave.

7.0 FAMILY AND MEDICAL LEAVE POLICY

7.1 SCOPE

Employees with at least one year of service with the University and who have worked for 1,250 hours in the previous 12 month period are eligible for up to twelve weeks of paid (existing sick leave and/or vacation) and/or unpaid leave for qualifying events, in a twelve month period (rolling year, see CFR 29, Part 825.200). Qualifying events are:

- 7.1.1 Childbirth (due to the birth or to care for the newborn child)
- 7.1.2 Adoption or foster care
- 7.1.3 Serious personal illness –
 - 7.1.3.1 A serious health condition that results in a period of incapacity for more than three days during which the employee is unable to work, or
 - 7.1.3.2 A chronic condition requiring a regimen of ongoing care by a health care provider that intermittently (less than three days) renders the employee unable to work while seeking treatment or while recovering from the condition.
- 7.1.4 The serious health condition of a member of the employee's immediate family (as defined in 5.1 above) which requires the employee to provide care.
- 7.1.5 Qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation.
- 7.1.6 Care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.

7.2 LENGTH OF LEAVE/PAID OR UNPAID

Family and Medical Leave provides an eligible employee to take up to twelve workweeks of leave per rolling twelve-month period. Employees will first use

sick leave, where appropriate, prior to vacation and any unpaid leave. Employees will use vacation and any comp time prior to any unpaid leave after sick leave is exhausted or for events where sick leave is inappropriate. Family Medical Leave coordinates and runs concurrently with other paid and unpaid leaves.

7.3 CHILDBIRTH AND ADOPTION TIMEFRAME

Leave under this policy which pertains to care for a newborn, adopted, or foster child may only be taken within twelve months of the child's birth or placement into the employee's home.

7.4 CERTIFICATION FOR HEALTH LEAVE

If an employee requires leave for a serious health condition for himself/herself or a spouse, parent, or child a health care provider's certification shall be required stating the commencement date and probable duration of the condition and the medical facts substantiating the condition. The University may require an independent examination at no cost to the employee.

7.5 NOTICE OF THE LEAVE

Employees must provide at least thirty days' advance notice if the leave is foreseeable. If the leave must begin within fewer than thirty days, the employee must provide notice as soon as practicable.

7.6 EMPLOYMENT AND BENEFITS PROTECTION

Any employee who takes leave under the provisions of this policy, on return from such leave shall be restored by the University to the position of employment held by the employee when the leave commenced or be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

7.7 CONTINUATION OF HEALTH PLAN COVERAGE

If after the exhaustion of all forms of paid leave, a period of unpaid leave is needed up to the twelve week maximum provided under this policy, the University shall maintain the coverage under the group health plan for this period under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Upon return to work, the employee must make arrangements with the Department of Human

Resources to make up the employee contributions missed for insurance coverage while on unpaid leave.

7.8 RETURN FROM LEAVE

If the employee fails to return from Family and Medical Leave, the University may recover the premium that the employer paid for maintaining coverage for the employee under the group health plan during any period of unpaid leave.

8.0 DISABILITY LEAVE

8.1 APPLICATION

8.1.1 Full-time Administrators and ATSS may be granted a disability leave of absence in the event of a disabling illness or injury (except work related in which case workers' compensation rules will apply) that extends beyond leave provided under FMLA.

8.1.2 Approval of such leave is contingent upon the employee submitting a satisfactory written physician's statement attesting that the essential functions of the assigned position cannot be performed.

8.1.3 The University can request that an examination be completed by a physician of its choosing. In such case, the University will pay for the cost of the examination.

8.1.4 Written application to the Department of Human Resources should be made as early as possible and must include a statement from the attending physician with a projected return date.

8.2 DURATION AND RETENTION

8.2.1 The duration of disability leave will be based on the projected return date provided by the attending physician. An initial request for disability leave may be for one year or less. A disability leave may be extended one additional year with a request for such extension to be made no later than sixty (60) days prior to the originally scheduled return date. The total amount of time on such leave, paid or unpaid, for the same injury or illness, may not exceed two years. The amount of time shall be reduced by family medical leave used for the same injury or illness.

- 8.2.2 In order to be paid for disability leave, the employee will use all earned but unused sick leave, vacation leave, personal leave, and comp time. All types of paid leave must be used prior to unpaid leave.
- 8.2.3 Prior to returning to work, the employee must provide the University with the attending physician's release attesting to his/her ability to perform the essential job duties. The University may request an independent examination as identified in 8.1.3 above.
- 8.2.4 The employee will retain reinstatement rights to his/her current position if the disability leave is six (6) months or less. If such leave time exceeds six (6) months, up to a maximum of twelve (12) months, the University will place such employee in the same or similar position in which the employee possesses the required qualifications necessary to perform the essential responsibilities. The University will make reasonable efforts to reinstate an employee to the same or similar position if such leave exceeds one year.

8.3 INSURANCE COVERAGE

- 8.3.1 The University will continue group health insurance throughout the period of an approved paid leave.
- 8.3.2 The University will continue group health insurance throughout the period of an approved unpaid leave that is not FMLA leave for a maximum of six (6) months.
- 8.3.3 While on an approved unpaid leave (other than FMLA), the employee must timely remit the established insurance contribution payments for the duration of the leave. If the employee payment contributions are not timely remitted, the employee will forfeit University-provided health plan coverage and may elect health plan continuation under COBRA at 102% of the full cost of the University's health plan.
- 8.3.4 The University will continue group health insurance as provided in the Family and Medical Leave Act (FMLA) of 1993 as currently amended, and offer group health continuation and conversion benefits as provided under the Consolidated Omnibus Reconciliation Act (COBRA).

8.4 DISABILITY RETIREMENT REINSTATEMENT

In the case of an employee who has been granted a disability retirement through OPERS or STRS, the period of reinstatement shall be in accordance with the prevailing rules of the state retirement system.

- 8.5 An Employee requesting disability leave must submit his/her request electronically through the BearTrax System..

9.0 WORKERS' COMPENSATION LEAVE

Workers' compensation leave will be provided as set forth in the Ohio statutes (ORC Chapter 4123) for workplace injuries and/or occupational diseases. Additional information may be found on the University website at the [Office of Human Resources](#) webpages.

10.0 COURT/JURY DUTY LEAVE

- 10.1 An employee who is required to report for jury duty or is subpoenaed to appear before any court, commission, board, or other legally constituted body, where the employee is not a party to the action, shall be entitled to leave with pay for the scheduled work hours lost as the result of such duty. For ATSS employees, the employees will be compensated by the University in an amount equal to his/her straight-time (non-overtime) rate of pay. For both Administrators and ATTS employees, their normal pay will be paid to them while on jury duty, less the amount received by the employee from the government for such appearance. An employee who reports for such duty and is excused shall immediately contact his/her immediate supervisor and report for work, if requested.
- 10.2 In order to be paid by the University for such leave the employee must submit to Human Resources written proof, executed by the administrator of the court, showing the duration of such duty and the amount of compensation received for such duty.

11.0 MILITARY LEAVE

- 11.1 An employee who is unable to report for regularly scheduled work because the employee is required to report for duty as an active duty member of the armed forces, a reserve member of the armed forces, or as a member of the Ohio National Guard shall be compensated in accordance with Ohio law.

11.2 The University will adhere to any federal or state laws enacted regarding employer responsibilities toward active employees who are members of the armed forces.

11.3 To be eligible for this leave and in accordance with federal and state law, the employee upon request, shall provide the order or written statement from the appropriate military commander to his/her supervisor which shall be forwarded to Human Resources.

12.0 REQUEST FOR LEAVE FORMS

12.1 Request for leaves as identified in this policy are provided electronically via the Bear Trax system. In order to assure accuracy of leave balances and to properly secure approvals for leaves, every effort should be made to make requests prior to the end of the pay period in which the leave is to occur. In rare circumstances in which this cannot be done due to emergency or oversight, the employee must submit such request at the earliest date upon return from leave. Prior notification to the employee's supervisor of anticipated leaves is expected.

12.2 For additional guidelines regarding leaves of absences may be found on the Department of Human Resources website.

History

Effective: 09/19/14 (Replaces 4.55REV; 4.56REV; 4.57REV; 4.65 and 4.68)

Revised: 10/13/17; 10/14/16; 08/19/16

Shawnee State University

POLICY TITLE:	ADMINISTRATIVE LEAVES <u>LEAVES OF ABSENCES (PAID & UNPAID)</u>
POLICY NO. :	4.52REV
ADMIN CODE:	3362-4-23
PAGE NO.:	1 OF 15
EFFECTIVE DATE:	10/13/174/16
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1.0 PURPOSE

The University is committed to providing administrators, ~~and~~ administrative technical support staff (ATSS), and law enforcement officers with appropriate avenues for employees to take time away from work assignments and for the University to remain fully compliant with applicable regulatory provisions for various forms of leaves that are essential to the health and wellbeing of University employees. This policy identifies the holidays that are observed by the University, provides for the accrual and use of vacation, and defines the various forms of leaves of absences (LOAs) that are available.

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Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

2.2 The University will develop a schedule each year that will allow for designated holidays to be observed. The two holidays marked with an asterisk (*) on the list will be observed on the Friday after Thanksgiving and on the day before Christmas Day.

2.3 If any of the holidays as provided herein falls on Saturday, the Friday immediately preceding shall be observed as the holiday. If any of the holidays as provided herein falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.

2.4 The University reserves the right to require work on observed holidays at its discretion. Non-exempt salaried employees working on an observed holiday shall be paid for the holiday and for the actual time worked at one and one-half (1 ½) times their base salary per-hour rate of pay.

3.0 WINTER BREAK

3.1 Beginning in 2017, the University will be closed for Winter break each year from December 26 through December 31.

2.33.2 In order to provide for the safe-keeping of the University, the Department of Public Safety will remain open and DPS Officers will continue their normal work schedules during this time. DPS Officers regularly scheduled to work shall receive their regular per hour rate of pay.

3.04.0 VACATION LEAVE AND PERSONAL LEAVE

3.14.1 The University regards a vacation as a period of rest and relaxation earned for past service. Since the annual vacation is important to the wellbeing of employees and their families, employees are encouraged to utilize all earned vacation.

3.24.2 The vacation year upon which accrual is based is July 1 through June 30. For accrual purposes, the vacation year shall be based on an employee's anniversary date.

3.34.3 Full-time employees accrue vacation leave based upon the schedule below. Part time employees who work twelve months will receive pro-rated vacation.

Admin/ATSS Vacation Accrual Structure

<u>Years of Completed Service</u>	<u># Days</u>	<u>Hours of Vacation</u>	<u>Accrual Rate</u>	<u>Maximum Balance</u>
<u>Years 0-2</u>	<u>17</u>	<u>136</u>	<u>5.23</u>	<u>272.00</u>
<u>Years 3-5</u>	<u>18</u>	<u>144</u>	<u>5.54</u>	<u>288.00</u>
<u>Years 6-8</u>	<u>19</u>	<u>152</u>	<u>5.85</u>	<u>304.00</u>
<u>Years 9-11</u>	<u>20</u>	<u>160</u>	<u>6.15</u>	<u>320.00</u>
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<u>Year 15+</u>	<u>22</u>	<u>176</u>	<u>6.77</u>	<u>352.00</u>

Public Safety Officers Vacation Accrual Structure

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<u>Years 0-2</u>	<u>20</u>	<u>160</u>	<u>6.15</u>	<u>320.00</u>
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<u>Year 15+</u>	<u>25</u>	<u>200</u>	<u>7.69</u>	<u>400.00</u>

Years of Service ——— Days of Vacation/Employment Year

Less than 3 years ————— 20

3 – 5 years ————— 21

6 – 8 years ————— 22

9 – 11 years ————— 23

12 – 14 years ————— 24

15 years or more ————— 25

3.44.4 Employees working less than twelve months per year will not accrue vacation.

Instead they will receive two personal days per year on July 1st which may be used with sufficient notice to arrange coverage and [subject to](#) supervisor approval.

Unused personal days will not carry over from year to year. These days will be added to the employee's leave balance upon hire and will expire each year on June 30th.

3.54.5 An employee may accumulate a maximum of two (2) times the accrued ~~days~~hours of vacation earned in one year. This amount may be carried over from year to year. With approval of the division vice president, an additional amount may be

carried over when vacation cannot be taken due to operational needs outside the employee's control.

~~3.64.6~~ A newly hired employee's vacation accrual rate may include ~~prior public previous full-time~~ service with ~~a~~the State of Ohio ~~state agency~~ or political subdivision with the following conditions:

~~3.6.14.6.1~~ The employee must inform and provide written documentation to the Department of Human Resources within ninety (90) days of employment that s/he has ~~full-time~~ service with ~~a~~the State of Ohio agency or a political subdivision of the State of Ohio. In such case, the employee's accrual will be adjusted to the appropriate rate from the date of employment with the University.

~~3.6.24.6.2~~ Notification by the employee to the Department of Human Resources received after ninety (90) days of employment with the University will be applied to the employee's accrual rate beginning the next full pay period in which the request and required documentation are received by Human Resources.

~~3.6.34.6.3~~ The employee's adjusted accrual balance (whether retroactive to the employment date or a later date) will be reflected on the pay records beginning with the next full pay period after receipt of required documentation.

~~4.6.4~~ A year of ~~full-time~~ service with ~~a~~ the State of Ohio agency or a political subdivision is considered as twenty-six (26) biweekly periods.

~~3.6.44.6.5~~ An employee who has retired in accordance with the provisions of any retirement plan offered by the State of Ohio (a reemployed retiree) will not have prior service with the State of Ohio, any political subdivision of the State or a regional council of government counted for purposes of computing vacation leave.

~~3.74.7~~ To assure accurate leave balances, Employees requesting vacation leave must submit their request electronically through the BearTrax system, complete and sign a Request for Leave Form, obtain the signature of their supervisor and send the original form to Human Resources prior to the end of the pay period in which the leave occurs

~~3.84.8~~ ~~Consistent, excessive-Extended~~ vacation ~~leave~~ requests (over 3 weeks in a single instance) may have a negative impact on the operation and will be considered only as an exception with accompanying extenuating circumstances. Requests of this nature will require a written rationale with supervisor approval, as well as the approval of the division vice president.

~~3.94.9~~ When an official University observed holiday falls within an employee's vacation that day will not be charged as vacation.

~~3.104.10~~ All accrued vacation must be exhausted before an unpaid leave of absence commences.

~~3.11~~ —

~~3.124.11~~ Employees who retire or resign will be paid for earned but unused vacation up to a maximum of two times the accrued ~~days~~hours of vacation in one year at the time of ~~his/her~~their departure. In the event of the death of an employee, vacation pay for vacation earned but not taken up to a maximum of two times the accrued ~~days~~hours of vacation in one year will be paid to the estate of the employee.

~~3.134.12~~ The Department of Human Resources will maintain an up-to-date record of vacation for each employee. Any questions concerning vacation record-keeping should be directed to Human Resources.

4.05.0 SICK LEAVE

~~4.15.1~~ Sick leave ~~shall~~may be used for an authorized absence from ~~work because~~scheduled duties due to ~~of~~ illness, accident, exposure to contagious disease, health examinations or treatment (medical, dental or optical) for self or examination or treatment of the employee or immediate family members when employees attendance is required, family emergencies requiring the attendance of the employee, pregnancy and/or childbirth and related conditions, ~~or death in of a member of the employee's~~ immediate family. The definition of an immediate family member includes: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian, or other person who stands in the place of a parent.

~~4.25.2~~ Upon hire, a full-time Administrator or ATSS employee will receive one hundred and twenty (120) hours of sick leave credited to his/her leave account.

- 4.35.3 After the first year of employment and thereafter, sick leave will accrue for full-time Administrators and ATSS pro-rated each pay period for a maximum of 120 hours per year.
- 4.45.4 Upon hire, the part-time Administrator or ATSS employee will receive a pro-rated amount of sick leave credited to his/her leave account, based upon the employee's full-time equivalency (FTE) percentage determined at the time of hire. For example, a half-time employee (.50 FTE) will be eligible for a credit of sixty (60) hours of sick leave, etc.
- 4.55.5 After the first year of employment and thereafter, sick leave shall accrue for part-time administrators and ATSS at a pro-rated amount based upon the employee's FTE ~~for each day in any given pay period.~~
- 4.65.6 An Administrator or ATSS may transfer into ~~their~~-his/her University sick leave account any accumulated, documented, and verified sick leave balance that has been accumulated ~~in the public service in the State of Ohio by a school system, government agency, department or institution of the government of the State of Ohio.~~ provided that his/her re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. If the employee elects to do so and informs the Department of Human Resources ~~within ninety (90) days of his/her employment date~~, he/she may elect to transfer any unused and unpaid sick leave balance above one-hundred and twenty (120) hours to their Shawnee State University sick leave account. This amount will be in addition to the University credited amount. For example, if the employee had six hundred and twenty (620) hours of unused and unpaid sick leave from a prior state of Ohio employer, then five hundred (500) hours could be transferred to Shawnee State University.
- 4.75.7 There is no maximum applied to the amount of sick leave that may be accumulated during active employment.
- 4.85.8 The sick leave account balance will be reduced an hour for each hour of sick leave used. As an alternative to using up sick leave hours, the employee and supervisor may use flexible scheduling (working less hours of the normal schedule and making those hours up another time or day) to account for time off for medical appointments or other reasons which would otherwise be used as sick leave hours. For ATSS, hours must be made up within the same week, or if not, the sick leave account will be reduced an hour for each hour of sick leave used.

~~4.9 Sick leave may be utilized for an authorized absence from scheduled duties due to illness, accident, exposure to contagious disease, family emergencies requiring the attendance of the employee, dental or optical examination or treatment, pregnancy and/or childbirth and related conditions, or death in the immediate family.~~

~~4.10~~5.9 Employees requesting sick leave (including leave that qualifies under the Family and Medical Leave Act – FMLA) must ~~complete~~ submit their request electronically through the BearTrax system. When the leave is foreseeable, the employee must make every effort to request the leave ~~te and sign a Request for Leave Form, obtain the signature of their supervisor and send the original form to Human Resources prior to the end of the pay period in which the leave occurs,~~ thirty (30) days in advance of the ~~need, if foreseeable and such notice is practicable.~~ Leave. If it ~~When that~~ is not possible for the leave request form to be submitted in advance of the leave, it must be approved by supervisor ~~or~~ and submitted to Human Resources upon return from the absence. Time on approved sick leave will run concurrent with an approved leave under FMLA (refer to section ~~5~~7.0 below).

~~4.11~~5.10 If an employee is expected to be off more than five (5) consecutive work days, a signed or official doctor's statement must be submitted in advance to the supervisor or Human Resources. If an employee does not have advance warning, the doctor's statement must be provided to the supervisor or Human Resources as soon as practicable after the employee knows he/she will be off more than five (5) consecutive days and in no event any later than the date the employee returns to work (unless more time is granted by the Director of Human Resources or designee).

~~5.11~~ In situations of sick leave involving Family and Medical Leave, or leave involving less than five (5) consecutive work days, where suspicious patterns of leave exist (e.g., leave taken immediately before or after weekends or days off), and there are habitual absences, a doctor's statement may be required upon the request of the supervisor or Human Resources. All doctors' statements shall be in the form of a signed or official statement from the attending physician, stating the general nature of the illness, date of medical treatment, and the conditions under which the employee is released to return to work or a statement from the attending physician verifying the illness or injury of the employee's immediate family member. The failure to submit doctor's statements, or the failure to submit proper leave forms to Human Resources, may result in delay of payment for the time missed.

4.126.0 SICK LEAVE RETIREMENT PAYMENT

4.136.1 The Administrator or ATSS, upon official state retirement from active service or upon separation of employment by an alternative retirement plan (ARP) participant who meets the eligibility requirements under the state pensions systems (OPERS or STRS) ~~retirement systems~~, and with ten or more years of service with the State of Ohio or any of its political subdivisions, will be paid as follows:

4.146.1.1 ~~full-time service with the University (including predecessor institutions), will be paid in cash for one-fourth of the value of their sick leave balance, up to one-~~ For employees who retire prior to January 1, 2021 ~~actively employed as of December 31, 2017~~ payment shall be for one-fourth of the value of sick leave balance, up to a maximum payment of hundred sixty days (320 hours).

4.156.1.2 ~~Employees who retire hired on or after January 1, 2021~~ ~~18~~ will be paid for one-fourth of the value of accumulated sick leave balance, up to a maximum payment of 240 hours.

4.166.1.3 ~~-~~ Payment will be based upon the employee's base per hour rate of pay at the time of retirement. Any unpaid leave remaining on the Shawnee State sick leave account will be available for use upon rehire (unless hired into a position that does not provide sick leave).

4.176.1.4 ~~_____~~ In the event of an eligible employee's death, ~~prior to retirement,~~ the sick leave retirement payout is not subject to payment to the employee's estate, is not entitled to unused sick leave.

4.186.2 The ~~cash~~ payout of sick leave balance as provided in ~~section 4.13~~ this policy will be made only once to any Administrator or ATSS. An employee, who received such cash payout and who was rehired ~~by the University afterpost~~ retirement, may accrue and use sick leave while actively employed but shall not be eligible for payment of ~~convert to cash~~ any unused sick leave balance, ~~at the time of a second retirement.~~

4.196.3 Intentional misuse of the sick leave provision herein may be considered grounds for disciplinary action. Non-compliance with sick leave rules and regulations may result in the Administrator or ATSS not receiving pay for the requested sick leave.

5.07.0 FAMILY AND MEDICAL LEAVE POLICY

5.17.1 SCOPE

Employees with at least one year of service with the University and who have worked for 1,250 hours in the previous 12 month period are eligible for up to twelve weeks of paid (existing sick leave and/or vacation) and/or unpaid leave for qualifying events, in a twelve month period (rolling year, see CFR 29, Part 825.200). Qualifying events are:

57.1.1 Childbirth (due to the birth or to care for the newborn child)

~~—within twelve months following the birth of the employee's child.~~

57.1.2 Adoption or foster care

~~—within twelve months of the adoption or placement of a child for foster care.~~

57.1.3 Serious personal illness –

57.1.3.1 A serious health condition that results in a period of incapacity for more than three days during which the employee is unable to work, or

57.1.3.2 A chronic condition requiring a regimen of ongoing care by a health care provider that intermittently (less than three days) renders the employee unable to work while seeking treatment or while recovering from the condition.

57.1.4 The serious health condition ~~Serious illness~~ of a member of the employee's immediate family (as defined in 5.1 above) ~~—a serious health condition (as defined in 5.1.1.3 above)~~ which requires the employee to provide care.

~~Immediate family is: father, mother, spouse and child (under 18 or over 18 if incapable of self care.)~~

57.1.5 Qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty, or has been called to active duty, in support of a contingency operation.

57.1.6 Care for a covered service member with a serious injury or illness if the employee is the spouse, child, parent or next of kin of the service member.

5.27.2 LENGTH OF LEAVE/PAID OR UNPAID

Family and Medical Leave provides an eligible employee to take up to twelve workweeks of leave per rolling twelve-month period. Employees will first use sick leave, where appropriate, prior to vacation and any unpaid leave. Employees will use vacation and any comp time prior to any unpaid leave after sick leave is

exhausted or for events where sick leave is inappropriate. Family Medical Leave coordinates and runs concurrently with other paid and unpaid leaves.

5.37.3 CHILDBIRTH AND ADOPTION TIMEFRAME

Leave under this policy which pertains to care for a newborn, adopted, or foster child may only be taken within twelve months of the child's birth or placement into the employee's home.

5.47.4 CERTIFICATION FOR HEALTH LEAVE

If an employee requires leave for a serious health condition for himself/herself or a spouse, parent, or child a health care provider's certification shall be required stating the commencement date and probable duration of the condition and the medical facts substantiating the condition. The University may require an independent examination at no cost to the employee.

5.57.5 NOTICE OF THE LEAVE

Employees must provide at least thirty days' advance notice if the leave is foreseeable. If the leave must begin within fewer than thirty days, the employee must provide notice as soon as practicable.

5.67.6 EMPLOYMENT AND BENEFITS PROTECTION

Any employee who takes leave under the provisions of this policy, on return from such leave shall be restored by the University to the position of employment held by the employee when the leave commenced or be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

5.77.7 CONTINUATION OF HEALTH PLAN COVERAGE

If after the exhaustion of all forms of paid leave, a period of unpaid leave is needed up to the twelve week maximum provided under this policy~~required to complete the twelve week leave given through this policy~~, the University shall maintain the coverage under the group health plan for this period under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. Upon return to work, the employee must make arrangements with the Department of Human Resources to

make up the employee contributions missed for insurance coverage while on unpaid leave.

5.87.8 RETURN FROM LEAVE

If the employee fails to return from Family and Medical Leave, the University may recover the premium that the employer paid for maintaining coverage for the employee under the group health plan during any period of unpaid leave.

6.08.0 DISABILITY LEAVE

6.18.1 APPLICATION

6.1.18.1.1 Full-time Administrators and ATSS may be granted a disability leave of absence in the event of a disabling illness or injury (except work related in which case workers' compensation rules will apply) that extends beyond leave provided under FMLA.

6.1.28.1.2 Approval of such leave is contingent upon the employee submitting a satisfactory written physician's statement attesting that the essential functions of the assigned position cannot be performed.

6.1.38.1.3 The University can request that an examination be completed by a physician of its choosing. In such case, the University will pay for the cost of the examination.

6.1.48.1.4 Written application to the Department of Human Resources should be made as early as possible and must include a statement from the attending physician with a projected return date.

6.28.2 DURATION AND RETENTION

6.2.18.2.1 The duration of disability leave will be based on the projected return date provided by the attending physician. An initial request for disability leave may be for one year or less. A disability leave may be extended one additional year with a request for such extension to be made no later than sixty (60) days prior to the originally scheduled return date. The total amount of time on such leave, paid or unpaid, for the same injury or illness, may not exceed two years. The amount of time shall be reduced by family medical leave used for the same injury or illness.

6.2.28.2.2 In order to be paid for disability leave, the employee will use all earned but unused sick leave, vacation leave, personal leave, ~~or~~ and comp time. All types of paid leave must be used prior to unpaid leave.

6.2.38.2.3 Prior to returning to work, the employee must provide the University with the attending physician's release attesting to his/her ability to perform the essential job duties. The University may request an independent examination as identified in 86.1.3 above.

6.2.48.2.4 The employee will retain reinstatement rights to his/her current position if the disability leave is six (6) months or less. If such leave time exceeds six (6) months, up to a maximum of twelve (12) months, the University will place such employee in the same or similar position in which the employee possesses the required qualifications necessary to perform the essential responsibilities. The University will make every reasonable efforts to reinstate an employee to the same or similar position if such leave exceeds one year.

6.38.3 INSURANCE COVERAGE

6.3.18.3.1 The University will continue group health insurance throughout the period of an approved paid leave.

6.3.28.3.2 The University will continue group health insurance throughout the period of an approved unpaid leave that is not FMLA leave for a maximum of six (6) months.

6.3.38.3.3 While on an approved unpaid leave (other than FMLA), the employee must timely remit the established insurance contribution payments for the duration of the leave. If the employee payment contributions are not timely remitted, the employee will forfeit University-provided health plan coverage and may elect health plan continuation under COBRA at 102% of the full cost of the University's health plan.

6.3.48.3.4 The University will continue group health insurance as provided in the Family and Medical Leave Act (FMLA) of 1993 as currently amended, and offer group health continuation and conversion benefits as provided under the Consolidated Omnibus Reconciliation Act (COBRA).

6.48.4 DISABILITY RETIREMENT REINSTATEMENT

In the case of an employee who has been granted a disability retirement through OPERS or STRS, the period of reinstatement shall be in accordance with the prevailing rules of the state retirement system. ~~An employee who wishes to be reinstated from disability retirement must make written application to the appropriate Vice President and must complete a "fit to return to duty" examination showing recovery from the disability or injury and attest that the essential functions of the position can be performed. The physical examination shall be given by a licensed physician designated by the University or in the case of disability retirement, by a physician designated by the state retirement system. The cost of such examination will be borne by the individual. No application for reinstatement will be valid if filed after the date that an employee is eligible for service retirement with the state retirement system. The University will consider an application submitted under this provision, however, reinstatement is not guaranteed.~~

~~6.58.5 An Employees requesting disability leave must complete and sign a Request for Leave Form, obtain the signature of their supervisor and send the original form to Human Resources prior to the end of the pay period in which the leave occurs submit his/her request electronically through the BearTrax System.~~

7.09.0 WORKERS' COMPENSATION LEAVE

Workers' compensation leave will be provided as set forth in the Ohio statutes (ORC Chapter 4123) for workplace injuries and/or occupational diseases. Additional information may be found on the University website at the [Office of Human Resources](#) webpages.

8.010.0COURT/JURY DUTY LEAVE

10.1 An employee who is required to report for jury duty or is subpoenaed to appear before any court, commission, board, or other legally constituted body, where the employee is not a party to the action, shall be entitled to leave with pay for the scheduled work hours lost as the result of such duty. For ATSS employees, the employees will be compensated by the University in an amount equal to his/her straight-time (non-overtime) rate of pay. For both Administrators and ATTS employees, their normal pay will be paid to them while on jury duty, less the amount received by the employee from the government for such appearance. An employee who reports for such duty and is excused shall immediately contact his/her immediate supervisor and report for work, if requested.

~~8.110.2~~In order to be paid by the University for such leave the employee must submit to Human Resources written proof, executed by the administrator of the court, showing the duration of such duty and the amount of compensation received for such duty.

~~8.2~~ — Employees requesting court/jury duty leave must complete and sign a Request for Leave Form, obtain the signature of their supervisor and send the original form to Human Resources prior to the end of the pay period in which the leave occurs.

9.011.0MILITARY LEAVE

~~9.111.1~~An employee who is unable to report for regularly scheduled work because the employee is required to report for duty as an active duty member of the armed forces, a reserve member of the armed forces, or as a member of the Ohio National Guard shall be compensated in accordance with Ohio law.

~~9.211.2~~The University will adhere to any federal or state laws enacted ~~during the term of this Agreement~~ regarding employer responsibilities toward active employees who are members of the armed forces.

~~9.311.3~~To be eligible for this leave and in accordance with federal and state law, the employee upon request, shall ~~is expected to~~ provide the order or written statement from the appropriate military commander to his/her supervisor which shall be forwarded to Human Resources.

~~9.4~~ — Employees requesting military leave must complete and sign a Request for Leave Form, obtain the signature of their supervisor and send the original form to Human Resources prior to the end of the pay period in which the leave occurs.

12.0 ~~REQUEST FOR~~REQUIRED LEAVE FORMS ~~/OTHER REQUIREMENTS~~

~~9.512.1~~Request for leaves as identified in this policy are provided electronically via the Bear Trax system. Employees are required to complete Request for Leave Forms to document leaves of absence as indicated in the above sections. These forms must be completed by the employee, signed by the supervisor and turned in to Human Resources by the end of the pay period in which the absence occurs. In order to assure accuracy of leave balances and to properly secure approvals for leaves, every effort should be made to make requests prior to the end of the pay period in which the leave is to occur. In rare circumstances in which this cannot be done due to emergency or oversight, the employee must submit such request at

the earliest date upon return from leave. Prior notification to the employee's supervisor of anticipated leaves is expected.

~~9.612.2~~~~The Department of Human Resources may provide f~~For additional guidelines regarding leaves of absences may be found on the and requirements which may be found on the ~~Office of Human Resources~~ Department of Human Resources website.webpages.

History

Effective: 09/19/14 (Replaces 4.55REV; 4.56REV; 4.57REV; 4.65 and 4.68)

Revised: 10/13/17; 10/14/16; 08/19/16

RESOLUTION F16-17

APPROVAL OF VOLUNTARY RETIREMENT INCENTIVE PLAN

WHEREAS, retirement incentives are recognized as a pivotal component to an overall strategy for achieving operational and organizational efficiencies; and

WHEREAS, the University leadership has engaged in the comprehensive examination of retirement incentive options, including research on the effectiveness of retirement incentives as a viable means of responding to the changing needs of an organization; and

WHEREAS, the attached Voluntary Retirement Incentive Plan provides reasonable incentives that consider the University's needs along with those of individuals within the University's collective bargaining units who may be interested in voluntarily retiring; and

WHEREAS, the proposed Plan provides for an election window and retirement dates during fiscal year 2018 with options for re-employment at the discretion of the University for limited terms with economic savings to ensure the delivery of essential services during a transitional period; and

WHEREAS, the proposed Plan has been accepted by the Shawnee Education Association and the Communications Workers of America as indicated by the attached Memoranda of Understanding; and

WHEREAS, the President recommends the adoption of the Plan;

THEREFORE, BE IT RESOLVED, the Board of Trustees of Shawnee State University approves the adoption of the attached Voluntary Retirement Incentive Plan as presented.

(October 13, 2017)

**SHAWNEE STATE UNIVERSITY
2018 VOLUNTARY RETIREMENT INCENTIVE PLAN**

Collective bargaining units representing employees of Shawnee State University (the “University”) have negotiated for the provision of a one-time opportunity for retirement eligible bargaining unit employees of the University to elect to receive cash payments in exchange for their voluntary retirement as of May 31, 2018. The opportunity is being offered through the Shawnee State University 2018 Voluntary Retirement Incentive Plan (the “Plan”).

The Plan is designed as a “window program,” a type of severance pay plan. Pursuant to the Plan, during the window from October 16, 2017 to November 30, 2017, eligible bargaining unit employees may apply to participate in the Plan. The University may accept up to twelve employees per bargaining unit with no more than three employees per department.

Once accepted into the Plan, accepted employees will be entitled to the following benefits upon retirement:

- **For Shawnee Education Association bargaining unit employees:**
 - Payments in the aggregate amount of 75% of his/her AY17-18 base salary to be made in three equal payments (on May 30, 2018, on November 30, 2018, and on May 1, 2019).
 - A medical insurance supplement based on his/her medical insurance enrollment at the time of separation. Voluntary retirees in the family or employee +1 tiers will receive a one-time, taxable payment of \$8,000; those with the single tier of coverage will receive a one-time, taxable payment of \$4,000.
 - A vacation payout equal to the lesser of: (i) unused vacation up to 80 hours, or (ii) \$3,000.
- **For Communications Workers of America bargaining unit employees:**
 - A payment in the amount of \$10,000 to be made on June 30, 2018.
 - A medical insurance supplement based on his/her medical insurance enrollment at the time of separation. Voluntary retirees in the family or employee +1 tiers will receive a one-time, taxable payment of \$8,000; those with the single tier of coverage will receive a one-time, taxable payment of \$4,000.

Under the terms of the Plan, participants who die or become disabled prior to reaching the May 31, 2018 retirement date will still be entitled to receive the retirement incentive payments. The incentive payment is in addition to any life insurance or other similar payments the participant is entitled to receive through other employee benefits provided by the University.

Board Action Requested: Provided the Board of Trustees of the University is comfortable with the terms of the Plan, the Plan document should be adopted and authority to execute the Plan document should be appropriately delegated.

Shawnee State University
2018 Voluntary Retirement Incentive Plan (VRIP)

Shawnee State University (the “University”) is offering a plan to its eligible employees under which a qualifying employee, in consideration for voluntary relinquishment of employment under the terms provided herein, may receive a cash payment or payments. This is the Plan document for the Shawnee State University 2018 Voluntary Retirement Incentive Program (the “Plan”). This Plan was approved by the Shawnee State University Board of Trustees on October 13, 2017. The terms of the Plan consist of this Plan document and Exhibits A through C attached hereto.

Under the Plan, the University promises to pay the benefits described herein to an Eligible Employee who agrees to retire from service by May 31, 2018, and fulfills his or her contractual obligations through the date of his or her retirement or separation from service (the “Exit Date”). Failure to fulfill contractual obligations through the Employee’s Exit Date will result in forfeiture of the benefits.

This Plan is not a retirement program, and is not intended to provide retirement income. This Plan is intended to qualify as a severance pay plan as defined under Code Section 457(e)(11) and as a “window program” under Code Section 409A. It does not replace or alter any State of Ohio public retirement program or any retirement plan sponsored by the University. Thus, an election to end employment with the University and to receive payments under this Plan will not change benefits provided under the State of Ohio public retirement system or the University retirement programs which an electing faculty or staff member may be eligible to receive.

Exhibit A
Shawnee State University
Voluntary Retirement Incentive Plan

I. Definition

In this Plan:

- A. "Base Pay" means base pay provided for services to the University, determined as of May 1, 2018.
- B. "Code" means the Internal Revenue Code of 1986, as amended, and the guidance thereunder.
- C. "Eligible Employee" means an employee of the University who is a member of a collective bargaining, including fair share participants, and who as of January 1, 2018: (1) will be retirement eligible under State Teachers Retirement System ("STRS") or Ohio Public Employees Retirement System ("OPERS"), as applicable; or (2) for Alternative Retirement Plan ("ARP") participants, would have been considered retirement eligible under STRS or OPERS, as applicable, if the employee had not elected to participate in ARP. If there is a question as to retirement eligibility, the rules and regulations for determining retirement eligibility under the state retirement system (i.e., STRS and OPERS) in which the employee participates, or should have participated if not for his/her ARP election, shall control.

Notwithstanding any provision to the contrary herein, Eligible Employee does not include persons who voluntarily separate from service or retire from the University prior to January 1, 2018; part-time, temporary, or intermittent, employees; special contract employees; and those given notice by the University prior to January 1, 2018 of the University's intent to terminate employment.

- D. "Exit Date" means May 31, 2018; or such alternative retirement date as determined by the University in accordance with the terms of this Plan.
- E. "University" means Shawnee State University.
- F. "Window Period" means the period in which an Eligible Employee may make an election to participate in this Plan, as defined in Section V of this Plan.

II. Eligibility

An Eligible Employee, as defined in Section I of the Plan, may make an election under this Plan during the Window Period.

III. Date of Retirement

To participate in the Plan, an Eligible Employee must agree to retire from University service. Eligible Employees making an election under this Plan must end employment with the University by May 31, 2018.

In order to satisfy the educational and operational needs of the University, the University in its sole discretion reserves the right to rehire SEA collective bargaining members participating in the Plan on a part-time, instructional basis for two years following the participant's retirement date, in accordance with the following conditions:

1. The participant will be paid at 50% of their pro rata Base Pay; and
2. The employment will be limited to the hours limits for adjunct instruction as established in the Collective Bargaining Agreement between Shawnee State University and the SEA.

Following retirement from service with the University, the Eligible Employee is free to accept full or part-time employment with any other employer. Provided, however, the Eligible Employee waives any right to rehire or reinstatement with the University. Any future employment of the Eligible Employee with the University will be at the sole discretion of the University and shall be limited to providing services to the University on a temporary basis or in a part-time instructional capacity.

IV. Plan Benefits

Eligible Employees who make an election to retire from service by May 31, 2018, shall receive the following benefits under the Plan:

1. For SEA collective bargaining members:
 - a. Payments in the aggregate amount of 75% of his/her AY17-18 base salary. This incentive payment will be made in three payments. The first installment on or around May 30, 2018; second on or around November 30, 2018, and the third on or around May 1, 2019.
 - b. Medical insurance supplement based on his/her medical insurance enrollment at the time of separation. Voluntary retirees in the family or employee +1 tiers will receive a one time, taxable payment of \$8,000; those with the single tier of coverage will receive a one time, taxable payment of \$4,000.
 - c. Vacation payout equal to the lesser of: (i) unused vacation up to 80 hours, or (ii) \$3,000.
2. For CWA collective bargaining members:
 - a. Payment in the amount of \$10,000. This incentive payment will be made on or around June 30, 2018.
 - b. Medical insurance supplement based on his/her medical insurance

enrollment at the time of separation. Voluntary retirees in the family or employee +1 tiers will receive a one time, taxable payment of \$8,000; those with the single tier of coverage will receive a one time, taxable payment of \$4,000.

Notwithstanding the foregoing, the sum of the total payments provided under Subsections (1) and (2) of this Section shall not exceed the compensation limitation under Internal Revenue Code Section 401(a) (17) or two (2) times the employee's total compensation for the 2017 tax year.

Participation in and receipt of any and all other retirement plans and benefits offered to an Eligible Employee shall remain unchanged.

V. Election

An Eligible Employee meeting the eligibility requirements of Section II may participate in this Plan by making an election to do so. The election to participate in the Plan is subject to the following terms and conditions.

- A. The election is completely voluntary.
- B. The election period shall begin as of October 16, 2017 and close on November 30, 2017 ("Window Period"). All election forms (see Appendix B) must be submitted to the Department of Human Resources by November 30, 2017.
- C. Except as provided in Subsections (D) and (E) of this Section V, once made, the election cannot be withdrawn or modified by the employee or the University.
- D. The University reserves the right to determine whether to accept, modify, or terminate an employee's election under this Plan, when, in the University's sole discretion, such actions are deemed appropriate in order to meet the University's academic, programmatic, or economic needs, or when the electing employee becomes incapable of carrying out his or her responsibilities and duties under this election. Employees who are accepted to participate will be notified within 14 days of the window period close date.
- E. Employees who are accepted will have 14 days to accept the offer of the retirement incentive and submit their irrevocable resignation on the form provided by the University. Upon receipt, the University will provide written acceptance of the employee's retirement (see Appendix C).

Notwithstanding anything herein to the contrary, the employee's designation of an Exit Date shall not create any contract entitling the employee to work through the specified Exit Date, and the University continues to reserve the right to terminate or lay-off an employee in accordance with applicable law and, in accordance with the Collective Bargaining Agreement between Shawnee State University and the Shawnee Education Association (SEA) or the Communications Workers of America (CWA),

whichever is applicable. However, if an Eligible Employee who has elected to participate in the Plan should be laid-off, he or she shall receive severance benefits on the same schedule that would have applied had he or she continued to work (or continued on approved leave) until the agreed to Exit Date under the Plan.

Forms referenced in this Section V may be obtained from Human Resources.

VI. Effect of Plan Election

This Plan is not intended to provide retirement income, nor does it replace or alter the retirement plan or plans sponsored by the University. The election to end employment with the University and to receive payments under this Plan will not change benefits provided under the University retirement program that an electing employee may otherwise be eligible to receive.

VII. Death or Disability

With respect to payments made pursuant to Section IV(1) and (2) of the Plan:

- A. If the employee retires from service and is entitled to benefits under Section IV(1) and (2) of the Plan, but dies before receiving all such benefits, then the beneficiary named on the employee's University-provided life insurance benefit shall receive the remaining benefits on the same schedule that would have applied had the employee survived until the full payment is made. If an employee dies before his or her retirement date, no benefits will be paid under this Plan.

Payment pursuant to Section IV will be made to a beneficiary only upon proper proof submitted to and accepted by the plan administrator, establishing legal entitlement to be paid.

If the employee has filed a written election to participate in the Plan and becomes disabled (so that in the opinion of a physician acceptable to the University, the employee will be unable to return to full-time work prior to the agreed Exit Date) then the employee shall receive severance benefits on the same schedule that would have applied had he or she continued to work (or continued on approved leave) until the agreed Exit Date under the Plan. An employee who becomes disabled after filing an election to participate in the Plan will not be able to revoke that election after the close of the Window Period and the Revocation Period have passed.

VIII. Divorce

To the extent required under any final judgment, decree or order (including approval of a property settlement agreement), referred to as the "Order," that (i) relates to the provision of child support, alimony payments, or marital property rights; (ii) is made in compliance with Code Section 414(p); and (iii) is made pursuant to a state domestic relations law, any portion of a Participant's benefits may be paid to a spouse, former spouse, child or other dependent of the Participant (the "Alternate Payee"). A separate account shall be established with respect to the Alternate Payee, in the same manner

as the Participant, and any amount so set aside for an Alternate Payee shall be paid out within ninety (90) days of the date of the Order. Any payment made to an Alternate Payee pursuant to this paragraph shall be reduced by required income tax withholding.

The Plan's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee pursuant to an Order. No such transfer shall be effectuated unless the University as the former Employer (plan sponsor) has been provided with such an Order.

The Employer or its agents and representatives, shall not be obligated to defend against or set aside any Order, or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the University as former Employer to incur such expense, the amount of the expense may be charged against the Participant's benefit amount and thereby reduce the University's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the University shall be authorized to disclose information relating to the Participant's benefits to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.

IX. Additional Conditions

As a condition of participation in the Plan, and in consideration of benefits to be received under the Plan, an Eligible Employee shall be required to waive all future employment rights and property rights, all entitlement to future wage and benefit increases, and all rights to participate in any University-sponsored benefit plans (other than the right to payments under this Plan and the right to purchase continuation of health care coverage as is required under applicable federal law). The University and/or Board of Trustees reserve the right to offer or not offer similar plans in the future, without obligation to those electing this Plan.

An Eligible Employee who wishes to elect to participate in the Plan shall be required to execute and to deliver to Human Resources of the University all of the following documents:

- Exhibit B – "Application to Participate"
- Exhibit C – "Acceptance of Offer"
- Exhibit D – "Release and Waiver of Claims Agreement"

X. Amendment or Termination of Plan

The University, at its discretion, may amend or terminate this Plan, provided that such amendment or termination shall not change any rights or interests of any employee who has made an election under it prior to such amendment or termination.

XI. Code Sections 457 and 409A.

This Plan is intended to qualify as a severance pay plan under Code Section 457(e)(11) and a "window program" under Section 409A so as to not constitute deferred compensation under Code Sections 409A, 457(b), and 457(f). In no event may the University or an Eligible Employee accelerate or delay payment or the Exit

Date in a manner inconsistent with this intent. The Plan shall be interpreted and administered in a manner consistent with this intent. Amounts payable under this Plan upon retirement, termination, or any similar term shall be payable only when the eligible employee incurs a "separation from service" as defined under Code Section 409A. Each payment of benefits under this Plan is intended to constitute separate payments for purposes of Code Section 409A.

Exhibit B

Application to Participate in 2018 Shawnee State Retirement Incentive Program

Applications for inclusion in a Shawnee State Retirement Incentive Program will be accepted beginning October 16, 2017 through November 30, 2017. The University is offering a retirement incentive payment in accordance with the 2018 Voluntary Retirement Incentive Program plan documents to employees who are eligible for retirement and retire on or before June 1, 2018.

Participation in this opportunity is wholly voluntary and at the sole election of the employee. Qualified employees are neither encouraged nor required to make this application nor discouraged or prohibited from making this application. Any questions regarding this application should be directed to the Department of Human Resources.

IMPORTANT

PLEASE READ AND UNDERSTAND BEFORE MAKING AN APPLICATION TO PARTICIPATE IN THE 2018 RETIREMENT INCENTIVE PROGRAM

1. Retirement incentives are subject to income tax but are not subject to retirement contributions or included in the University life insurance coverage calculation.
2. The incentive is open to full-time bargaining unit employees, including fair share, who:
 - a.) are employed at the University on January 1, 2018; and
 - b.) who are or will be eligible for service retirement as of January 1, 2018.
3. Participation is limited to twelve (12) employees per bargaining unit, with no more than three (3) per department. In the event that more than twelve (12) employees apply to participate, those employees with the most Shawnee State bargaining unit service have the right to participate before those with less.
4. Applicants who are selected to receive the retirement incentive must agree to and actually retire on or before June 1, 2018 and irrevocably resign their employment with the University. Applicants who are selected will have fourteen (14) days to accept the offer of the retirement incentive and submit their irrevocable resignation on a form provided by the University. If the offer is not accepted by the applicant, the University will offer it to the next person on the list.
5. Employees who elect to participate in the retirement incentive program will **not** qualify for unemployment compensation. This election is irrevocable.
6. Employees who are members of the Ohio Public Employees or State Teachers Retirement System may wish to consult with a counselor at OPERS/STRS to determine the impact of accepting the retirement incentive and retiring on or before June 1, 2018. Employees who participate in the Shawnee University Alternative Retirement Plan (ARP) may wish to consult with their ARP provider to determine the impact of accepting the retirement incentive and retiring on or before June 01, 2018.

7. Employees may, at their own expense, wish to consult with legal or other counsel before making application to or accepting any offer to participate in the Shawnee Retirement Incentive.

8. Participation in this program is not a guarantee or promise that the University will not, now or in the future, have to reduce its workforce through position elimination or layoff.

9. No person who applies for or accepts this benefit has any right to re-employment with the University following retirement. Future employment with the University will be at the sole discretion of the University.

Employee Election

I hereby voluntarily apply to participate in the 2018 Shawnee State Retirement Incentive Program. I hereby affirm and acknowledge that I have read and understood this application, that I have had sufficient time and opportunity to review and discuss it with persons, including legal counsel, of my choice and that I have obtained all the information I need to make this application. I fully understand and appreciate the meaning of each of the statements in this application and I make this election freely and voluntarily and am not under any pressure or coercion to make this application. There are no other representations, promises, understandings or agreements, written or oral, in relation to my application to participate in the Shawnee State Retirement Incentive program, or my resignation and retirement between the University and me, except as expressly set forth herein.

Employee Signature: _____

Printed Name: _____

SSU Employee ID #: _____

Date: _____

Department: _____

Proposed Retirement Date: _____

Exhibit C

2018 SHAWNEE STATE UNIVERSITY RETIREMENT INCENTIVE PROGRAM - ACCEPTANCE OF OFFER

I understand that I am eligible to participate in the 2018 Shawnee State University Retirement Incentive Program. I understand that by accepting the University's offer, I will receive a retirement incentive payment in accordance with the Memorandum of Understanding between Shawnee State University and the collective bargaining unit of which I am a member or fair share participant

IMPORTANT TERMS AND CONDITIONS

- I understand that I am retiring as a participant in the Shawnee State Retirement Incentive Program, and that I must retire **on or before** June 1, 2018.
- ***I understand that my retirement, once accepted, cannot be changed or revoked.***
- I understand that I do not qualify for unemployment compensation.
- Retirement incentives are subject to income tax but are not subject to retirement contributions or included in the life insurance coverage calculation. I acknowledge that I have had the opportunity to consult with my retirement plan provider (OPERS/STRS/ARP) and legal counsel to determine the impact of accepting the retirement incentive and retiring **on or before June 1, 2018.**
- I understand that participation in this program is not a guarantee or promise that the University will not, now or in the future, have to reduce its workforce through position elimination or layoff.
- I understand and acknowledge that I have no right to re-employment with the University following retirement. Future employment with the University will be at the sole discretion of the University.

Last Name

First Name

Middle Initial

Shawnee State ID #:

Separation Date (last date worked):

Effective Date of Retirement:

(OVER)

RETIREMENT - I hereby am retiring as a participant in the Shawnee State University Retirement Incentive Program. I understand and acknowledge that my decision to participate is purely voluntary, that I must retire **on or before** June 1, 2018.

I understand that my retirement, once accepted, is irrevocable.

Signature of Employee

Date

On behalf of the University, I accept your retirement as specified above.

President/Designee

Date

PLEASE RETURN TO HUMAN RESOURCES, BY 5:00 P.M., DECEMBER 30, 2017.

Exhibit D

Shawnee State University 2018 Voluntary Retirement Incentive Program Release and Waiver of Claims Agreement

This Release and Waiver of Claims Agreement (the "Agreement") is executed by and between _____ on his/her own behalf and on behalf of his/her heirs, executors, administrators and assignees (collectively, the "Employee") and Shawnee State University (the "University").

WHEREAS, the Employee is an Eligible Employee who may become entitled to receive certain severance incentive payments in accordance with the terms of the Shawnee State University 2018 Voluntary Retirement Incentive Program (hereinafter "VRIP" or "Plan"); and

WHEREAS, the Employee has indicated that he or she is desirous of becoming a Participant in the Plan; and

WHEREAS, as a condition of the Employee becoming a Participant in the Plan, the Employee is required to enter into this Release and Waiver of Claims Agreement no later than January 31, 2018; and

WHEREAS, the Plan is being offered to meet operational and budgetary needs of the University. The VRIP is offered to Shawnee State University employees meeting the VRIP eligibility criteria as identified in the Plan document, and is not a fringe benefit.

NOW, THEREFORE, IT IS AGREED by and between the Employee and the University as follows:

(1) The Employee by signing this Release and Waiver of Claims Agreement hereby affirms his or her decision to become a Participant in the Plan by (i) agreeing to retire from employment as an Employee of Shawnee State University effective June 1, 2018 or an alternate Exit Date determined by the University based on operational and educational needs and (ii) certifying that he or she will commence payment of benefits under the applicable state retirement program (State Teachers Retirement System ("STRS"), Ohio Public Employees Retirement System ("OPERS"), or Alternative Retirement Plan (ARP), as applicable).

(2) To the fullest extent permitted by law and only to the extent permitted by law, the Employee, in consideration of the University's promises under the Plan, waives, releases and forever discharges the University, the University's Board of Trustees, individual Board members, both past and present, the University's past and present administrators, employees, agents, and representatives from any and all claims, actions or suits arising from, relating to, concerning or touching upon his/her employment with the University or the ending of his/her employment with the University, so long as such claims are able to be waived under governing law, including but not limited to:

(A) Any claim, action or suit alleging that he/she was illegally or improperly forced to resign his/her employment with the University;

(B) Any grievance, claim, action or suit alleging that the University breached any provision of its policies, procedures, employment agreements or collective bargaining agreements;

(C) To the extent such claims may be waived under the law, any claim, action or suit alleging that the University illegally discriminated against him/her in violation of any state or federal law or constitutional provisions, including any claim under Title VII of the Civil Rights Act of 1964, 42 USC §2000e, et seq., 42 USC §1983, and Ohio Revised Code Chapter 4112;

(D) Any claim, action or suit alleging that the University discriminated against him/her on the basis of his/her age in violation of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §621, et seq., including any claim under the "Older Workers Benefit Protection Act" and Ohio Revised Code Chapter 4112;

(E) Any claim, action or suit alleging that the University violated the employee's rights;

(F) To the extent such claims may be waived under the law, any claim, action or suit seeking monetary relief or any personal right of recovery of any kind in a lawsuit brought on his/her behalf by any local, state or federal administrative agency would have jurisdiction alleging that he/she was improperly separated, treated or discriminated against as an Employee of the University;

(G) Any claim, action or suit over which any state or federal court would have jurisdiction, including, but not limited to, any claim of mental and/or physical injury; damage to or loss of personal reputation, defamation, intentional infliction of emotional distress or violation of constitutional rights;

(H) Any claim, action or suit for salary, fringe benefits and/or other costs, expenses or attorney fees; and

(I) Any taxes to any government entity that are owed on behalf of the Employee. The Employee acknowledges and accepts any tax and Medicare consequences and liability resulting from the Plan as his/her personal liability.

Exclusively as the Agreement pertains to the Employee's release of claims under the Age Discrimination in Employment Act ("ADEA"), the Employee, pursuant to and in compliance with the Older Workers Benefit Protection Act: (i) is advised to consult with an attorney prior to executing this Agreement; (ii) is afforded a period of forty-five (45) calendar days to consider the Agreement; and (iii) may revoke the Agreement during the seven (7) calendar days following its execution. The Employee's knowing and voluntary execution of the Agreement is an express acknowledgment and agreement that the Employee had the opportunity to review the Agreement with an attorney if he/she so desired; that Employee was afforded forty-five (45) days to consider the Agreement before executing it (even if the Employee voluntarily chose to sign the Agreement prior to the expiration of the 45-day period); that Employee agrees the Agreement is written in a manner that enables him/her fully to understand its contents and meaning; and that Employee is being given seven (7) days to revoke the Agreement.

(3) Notwithstanding the foregoing, the Employee does not hereby release any claims that may not be waived under the law, including but not limited to the right to participate in an administrative agency proceeding, and does not waive any claims that may arise with respect to the operation and administration of this Plan after the date of his or her retirement or termination of employment. After the Employee's retirement or termination of employment under the Plan, the Employee shall be permitted to take any action that is permitted under applicable law to enforce the terms of the Plan and Employee's rights thereunder.

(4) THIS AGREEMENT MAY BE REVOKED BY THE EMPLOYEE BY SO NOTIFYING THE PLAN ADMINISTRATOR AND HUMAN RESOURCES OF THE UNIVERSITY, IN WRITING, WITHIN SEVEN (7) DAYS FROM THE DATE THE EMPLOYEE SIGNS THIS AGREEMENT. If this Agreement is not so revoked, it shall become effective, enforceable and irrevocable. There is no obligation of the University to make any payments prior to expiration of the revocation period.

(5) The Employee acknowledges and understands that "Eligible Employees" are defined utilizing the STRS/OPERS eligibility standards (as applicable based on the Employee's participation in such program or would be participation absent ARP election).

(6) The Employee acknowledges and agrees that the University and its representatives, agents and employees have not made, and that Employee has not relied on, any representation(s) or promise(s) from the University, its employees, representatives and agents in making his/her decision to enter into this Agreement, except for the representations and promises that are contained in this Agreement. The Employee and the University further understand and agree that this Agreement constitutes the entire understanding and agreement between them pertaining to its subject matter; supersedes any other agreement, written or otherwise, pertaining to its subject matter; and, constitutes their full obligation to one another.

The Employee acknowledges that he/she has not relied upon any representation or statement by any representative, employee or agent of the University with respect to any tax and Medicare consequence(s) of the Plan. The

Employee acknowledges and accepts any tax consequence(s) and liability resulting from the Plan as his/her personal liability and will not attempt to or otherwise hold the University or any representative, agent or employee of the University responsible for any tax consequence(s) or liability resulting therefrom.

(7) This Agreement shall be binding upon the University and the Employee, as well as the Employee's heirs and executors.

(8) The Employee acknowledges that no representations have been made to the Employee regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be made available in the future to the employees of the University. The Employee affirms that the terms of the Plan represent good and valuable consideration for the Employee's retirement, regardless of any severance or retirement incentive benefits which may become available in the future to employees of the University. The Employee understands that increased, different or reduced benefits and/or additional programs of the same or similar character may be made available in the future and the Employee expressly disclaims any reliance on any representations to the contrary.

(9) As a condition of becoming a Participant in the Plan, and in consideration of benefits to be received under the Plan, the Employee waives all future employment rights, property rights, all entitlement to future wage and benefit increases, all rights to participate in any University-sponsored benefit plans (other than the right to payments under this Plan and the right to purchase continuation of health care coverage as is required under applicable federal law). The University and/or Board of Trustees reserve the right to offer or not offer similar plans in the future without obligation to those electing this Plan.

(10) The Employee, his/her beneficiary and any other person having or claiming any right to payments under the Plan or to any interest under the Plan shall rely solely on the unsecured promise of the University, and nothing in the Plan shall be construed to give the Employee, beneficiary or any other person any right, title, interest or claim in or to any specific asset, fund, reserve, account or property of any kind whatsoever owned by the University or in which it may have any right, title or interest now or in the future, but the Employee, beneficiary or any other person shall have the right to enforce his/her right to the Plan benefits against the University in the same manner as any unsecured creditor. Specifically, the Employee, beneficiary and any other person shall have no rights in any annuity or other investment account or the proceeds of any annuity or investment account purchased or entered into by the University for the purpose of providing the University with the funds to meet its obligations under the Plan.

Further, the Employee, beneficiary and any other person shall have no right to commute, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be non-assignable, non-transferable, and not subject to transfer by operation of law in the event of bankruptcy or insolvency, attachment, garnishment and execution, except as required by applicable law.

(11) It is further specifically understood by the Employee and the University that this voluntary severance from employment with the University will disqualify the Employee from receipt of unemployment benefits pursuant to the provisions of the Ohio law as it constitutes a voluntary termination of employment without cause attributable to the employer.

(12) This Agreement shall be subject to, and governed by, the laws of the State of Ohio, without regard to any choice of law or conflict of laws provisions, and irrespective of the fact that Employee may now be, or may become, a resident of a different state.

(13) The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement or the Plan shall be the Ohio Court of Claims in Franklin County in the State of Ohio, and the Employee and University irrevocably consent to the personal jurisdiction of such court.

(14) In the event any parts of this Agreement are found to be void, the remaining provisions of the Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

(15) Signatures:

Shawnee State University

By: _____

Its: _____

Date: _____

Employee

Name: _____

Signature: _____

Date: _____



MEMORANDUM OF UNDERSTANDING

SSU/CWA Collective Bargaining Agreement 2015-1018

Re: Voluntary Retirement Incentive

WHEREAS: ARTICLE 22 RETIREMENT states the bargaining unit members have retirement benefits under the State of Ohio retirement plans (OPERS and ARP), and contains no provision for a voluntary retirement incentive; and

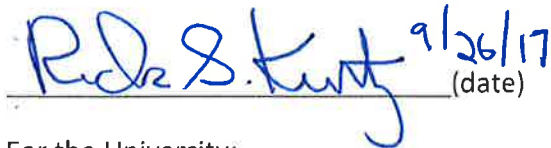
WHEREAS: both parties agree to offer bargaining unit members who qualify for retirement under the State of Ohio retirement plans an additional voluntary incentive;

THEREFORE, BE IT RESOLVED that the parties agree to establish a non-recurring, non-precedent setting voluntary retirement incentive to be applied only at the end of AY17-18 *as follows*:

ARTICLE 16, Section 1 Retirement Plans

1. The University will offer a voluntary retirement incentive to those bargaining unit members who are eligible to retire under state retirement guidelines.
2. The University will provide the voluntary retirement incentive to a maximum of twelve of the eligible bargaining unit members (hereinafter "voluntary retirees"). The incentive will include payment in the amount of \$10,000. This incentive payment will be made on or around June 30 ,2018.
3. For each voluntary retiree, as defined above, the University will provide an additional medical insurance supplement based on their medical insurance enrollment at time of separation. Voluntary retirees in the family or employee +1 tiers will receive a one time, taxable payment of \$8,000; voluntary retirees in single tier of coverage will receive a one time, taxable payment of \$4,000.
4. The retirement incentives will be offered to applicants in order of seniority. Shawnee State bargaining unit service seniority dates will be used to prioritize those receiving the incentive; any prior service with a state entity other than Shawnee State, the military, the federal government or a political subdivision of any state shall not be included in this seniority determination. The University will accept no more than twelve (12) applicants.

5. If more than 3 bargaining unit members apply from a department, the university, in its sole discretion and based on operational need, may limit the number in that department to the 3 most senior applicants, using the same measure of seniority discussed in paragraph 4, above.
6. Bargaining unit members must declare retirement following the guidelines of Shawnee State University's Voluntary Retirement Incentive Plan.
7. The voluntary retirement incentive is not available to the bargaining unit members who have already retired, or submitted paperwork to retire, as of the date of this MOU.

 ^{9/26/17}
(date)

For the University:

Rick Kurtz, Ph.D.

President, Shawnee State University

 ^{9/25/17}
(date)

For the Union:

Linda L. Hinton, Vice President District 4

Communications Workers of America



MEMORANDUM OF UNDERSTANDING

SSU/SEA Collective Bargaining Agreement 2015-1018

Re: Voluntary Retirement Incentive

WHEREAS: ARTICLE 16 Section 1 states the bargaining unit members have retirement benefits under the State of Ohio retirement plans (STRS and ARP), and contains no provision for a voluntary retirement incentive; and

WHEREAS: both parties agree to offer bargaining unit members who qualify for retirement under the State of Ohio retirement plans an additional voluntary incentive;

THEREFORE, BE IT RESOLVED that the parties agree to establish a non-recurring, non-precedent setting voluntary retirement incentive to be applied only at the end of AY17-18 *as follows*:

ARTICLE 16, Section 1 Retirement Plans

1. The University will offer a voluntary retirement incentive to those bargaining unit members who are eligible to retire under state retirement guidelines.
2. The University will provide the voluntary retirement incentive to a maximum of 12 bargaining unit members, including not more than three (3) bargaining unit members from any academic department (hereinafter "voluntary retirees"). The incentive will include payments in the aggregate amount of 75% of each voluntary retiree's AY 17-18 base salary. This incentive payment will be made in three payments on or around May 30, 2018; on or around November 30, 2018, and the balance on or around May 1, 2019.
3. For each voluntary retiree, as defined above, the University will provide an additional medical insurance supplement based on their medical insurance enrollment at the time of separation. Voluntary retirees in the family or employee +1 tiers will receive a one time, taxable payment of \$8,000; voluntary retirees in single tier of coverage will receive a one time, taxable payment of \$4,000.
4. The University will provide a vacation payout for voluntary retirees for any unused vacation up to 80 hours or in the amount of \$3,000, whichever is less.
5. The University will allow post retirement, part time instructional opportunities for voluntary retirees under these conditions:
 - The University has the sole right to determine the need for the instructor in each course;
 - The voluntary retiree will be paid at 50% of their pro rata pay (based on AY17-18 base pay);

- The post retirement benefit will follow the hours limits for adjunct instruction established in the CBA (i.e., twelve (12) or fewer contractual hours per semester and no more than nineteen (19) contractual hours per academic year); and
 - The post retirement benefit discussed in this paragraph is available up to two years following the retirement date.
6. If more than 12 bargaining unit members seek the incentive, seniority dates (based on Shawnee State bargaining unit service) will be used to prioritize those receiving the incentive. Any prior service with a state entity other than Shawnee State, the military, the federal government or a political subdivision of any state (collectively, “non-SSU service”) shall not be included in this seniority determination. Similarly, if more than 3 bargaining unit members from any academic department seek the incentive, the University may limit the number of applicants to 3 from that department, prioritized by seniority. Shawnee State University bargaining unit seniority dates will be used to prioritize those receiving the incentive and non-SSU service will not be considered.
7. Bargaining unit members must declare retirement following the guidelines of the Shawnee State University Voluntary Retirement Incentive plan.
- **Eligibility Notification** – Human Resources will send an eligibility letter to those individuals whose records indicate they may be eligible to participate in the Plan. An employee who thinks he/she may be eligible but does not receive a letter should contact Human Resources no later than November 30, 2017.
 - **Application** – Employees who wish to participate in the Plan must submit an application to Human Resources. The window period begins October 16, 2017 and closes November 30, 2017 (assuming BOT approval received on October 13, 2017)
 - **Acceptance of Applicants** – University will review applicants and determine applicants to be accepted to participate in the Plan. Applicants who are accepted will be notified within 14 days of the window period close date.
 - **Acceptance of Offer** - Applicants who are accepted will have 14 days to accept the offer of the retirement incentive and submit their irrevocable resignation on the form provided by the University.
 - **Acceptance of Retirement** – The University will provide written acceptance of the employee’s retirement.

In the event of rescission(s) or refusal(s) pursuant to this paragraph that results in less than 12 members accepting the voluntary retirement option, the university may offer the incentive to the member(s) with the next highest Shawnee State seniority in attempt to bring the number of acceptances to 12. A member's decision to apply for this incentive shall not considered with respect to any other terms and conditions of that member's employment."

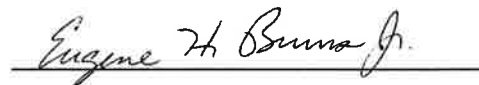
8. The voluntary retirement incentive is not available to the bargaining unit members who have already retired, been previously notified of non – renewal, or submitted paperwork to retire as of the date of this MOU.



For the University:

Rick Kurtz, Ph.D. (date) 10/2/17

President, Shawnee State University



For the Association:

Eugene Burns, Ph.D. (date) 10/2/17

President, Shawnee Education Association

INVESTMENT PORTFOLIO PERFORMANCE

FISCAL YEAR 18:

INVESTMENT COMPANY	VALUE AS OF JUNE 30, 2017	GAIN/(LOSS) JULY**	GAIN/(LOSS) AUGUST	GAIN/(LOSS) SEPTEMBER As of 9/27/17	GAIN/(LOSS) OCTOBER	GAIN/(LOSS) NOVEMBER	GAIN/(LOSS) DECEMBER	GAIN/(LOSS) JANUARY	GAIN/(LOSS) FEBRUARY	GAIN/(LOSS) MARCH	GAIN/(LOSS) APRIL	GAIN/(LOSS) MAY	GAIN/(LOSS) JUNE	TOTAL YTD GAIN/(LOSS)
TIAA FUNDS	\$ 17,484,245.47	\$ 246,363.62	\$ 21,257.99	\$ 66,986.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,608.45
CURRENT MTD TOTAL GAIN/(LOSS)		\$ 246,363.62	\$ 21,257.99	\$ 66,986.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,608.45
INVESTMENT FUND BALANCES:														
TIAA FUNDS		\$ 15,030,609.09	\$ 15,051,867.08	\$ 15,118,853.92										
TOTAL	\$ 17,484,245.47	\$ 15,030,609.09	\$ 15,051,867.08	\$ 15,118,853.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

** During the month of July 2017, the University liquidated \$2,700,000 from the TIAA portfolio. The proceeds from the liquidation were transferred to the University Operating Cash account to meet July and August cash needs.

FISCAL YEAR 17:

INVESTMENT COMPANY	VALUE AS OF JUNE 30, 2016	GAIN/(LOSS) JULY	GAIN/(LOSS) AUGUST	GAIN/(LOSS) SEPTEMBER	GAIN/(LOSS) OCTOBER	GAIN/(LOSS) NOVEMBER	GAIN/(LOSS) DECEMBER	GAIN/(LOSS) JANUARY	GAIN/(LOSS) FEBRUARY	GAIN/(LOSS) MARCH	GAIN/(LOSS) APRIL	GAIN/(LOSS) MAY	GAIN/(LOSS) JUNE	TOTAL YTD GAIN/(LOSS)
U.S. BANK FIXED INCOME MUTUAL FUNDS	\$ 2,951,039.35	\$ 60,856.28	\$ 28,604.63	\$ (13,883.25)	\$ 6,863.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,440.85
U.S. BANK EQUITY MUTUAL FUNDS	\$ 5,697,585.84	\$ 223,311.89	\$ 28,808.37	\$ (82,072.03)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,048.23
U.S. BANK TACTICAL BALANCED MUTUAL FUNDS	\$ 1,553,039.73	\$ 36,099.33	\$ 14,522.87	\$ (20,569.99)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,052.21
AGINCOURT CAPITAL	\$ 2,893,061.15	\$ 59,107.77	\$ (28,805.75)	\$ (27,006.56)	\$ 514.65	\$ (805.95)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,004.16
TAMRO CAPITAL/VAUGHAN NELSON##	\$ 1,108,562.07	\$ 50,204.12	\$ 12,725.38	\$ (30,269.68)	\$ 254.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,914.57
MANNING & NAPIER	\$ 1,596,122.59	\$ 49,995.92	\$ 676.82	\$ (3,082.02)	\$ 481.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,072.31
TIAA FUNDS	\$ -	\$ -	\$ -	\$ 183,914.82	\$ (157,209.20)	\$ 81,256.40	\$ 160,037.97	\$ 281,321.02	\$ 282,655.97	\$ 82,404.94	\$ 218,548.91	\$ 159,148.25	\$ 26,223.33	\$ 1,318,302.41
CURRENT MTD TOTAL GAIN/(LOSS)		\$ 479,575.31	\$ 56,532.32	\$ 7,031.29	\$ (149,095.02)	\$ 80,450.45	\$ 160,037.97	\$ 281,321.02	\$ 282,655.97	\$ 82,404.94	\$ 218,548.91	\$ 159,148.25	\$ 26,223.33	\$ 1,684,834.74
INVESTMENT FUND BALANCES:														
U.S. BANK FIXED INCOME MUTUAL FUNDS		\$ 3,011,895.63	\$ 3,040,500.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
U.S. BANK EQUITY MUTUAL FUNDS		\$ 5,920,897.73	\$ 5,949,706.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
U.S. BANK TACTICAL BALANCED MUTUAL FUNDS		\$ 1,589,139.06	\$ 1,603,661.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AGINCOURT CAPITAL		\$ 2,952,168.92	\$ 2,923,363.17	\$ 24,262.02	\$ 19,096.35	\$ 18,290.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
VAUGHAN NELSON		\$ 1,158,766.19	\$ 1,171,491.57	\$ 460.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MANNING & NAPIER		\$ 1,646,118.51	\$ 1,646,795.33	\$ 514.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIAA FUNDS		\$ -	\$ -	\$ 16,317,313.04	\$ 16,174,358.28	\$ 16,255,614.68	\$ 16,433,943.05	\$ 16,715,264.07	\$ 16,997,920.04	\$ 17,080,324.98	\$ 17,298,873.89	\$ 17,458,022.14	\$ 17,484,245.47	
TOTAL	\$ 15,799,410.73	\$ 16,278,986.04	\$ 16,335,518.36	\$ 16,342,549.65	\$ 16,193,454.63	\$ 16,273,905.08	\$ 16,433,943.05	\$ 16,715,264.07	\$ 16,997,920.04	\$ 17,080,324.98	\$ 17,298,873.89	\$ 17,458,022.14	\$ 17,484,245.47	

Status of Construction/Renovation Projects through September 30, 2017

Project	Status	Projected Budget	Funding Source
Health Sciences Program Expansion (STEMM) Phase 1	<ul style="list-style-type: none"> Phase I ATC & Kricker Hall complete. 		
Health Sciences Program Expansion (STEMM) Phase 2	<ul style="list-style-type: none"> The space vacated by the MOT, PT and Sports Professions departments are now renovated to add additional space for both ADN and BSN programs. This includes a new zoned air handling unit, central vacuum and compressed air for the labs, and all new finishes. This project will also allow all Nursing Faculty to have offices in the space, as well as classrooms sized for increased enrollment. Phase 2 complete 	\$ 4,000,000 \$ 350,000	State Capital Local Funds
Advanced Technology Center/Technology and Industrial Buildings Rehabilitation	<ul style="list-style-type: none"> Programming complete. Design development complete. Construction documents complete. Phase 1 to start January, 2018. Additional spaces on the first floor are being designed to modernize the entire main entrance and classrooms to further develop the Business and Engineering Programs' collaboration effort that was initiated with the Health Sciences Programs Expansion Project. New finishes, HVAC, and restroom renovations will be included. Plastics and digital gaming programs being redesigned and rightsized for future growth. 	\$ 4,280,000	State Capital
Athletic Complex (Rhodes Center)/Recreation, Student Health & Wellness	<ul style="list-style-type: none"> Master planning 80% complete. Soccer field lighting - \$97,938 COMPLETE The planned facility improvements include, but are not limited to: upgrading of the building's life safety systems, ADA access, and facility infrastructure; replacement of the original (circa 1983) pool filtration systems; separating the athletic programs' cardiovascular area to permit additional space and modernization of a general student fitness area; upgrading of deteriorated exterior areas. 	\$ 7,150,000	Bond & Local
Townhouse Renovation Project Phase 3	<ul style="list-style-type: none"> Complete renovation of 8 Townhouse apartments (2 quads - units 9-16). Renovations replaced all existing drywall with new high impact drywall. Project renovated 32 bedrooms, 8 kitchens, 8 living rooms, and 16 bathrooms. All rooms were examined for water infiltration, missing or degraded insulation, and damaged ductwork. All new sub-floors installed on 1st and 2nd floors; vinyl flooring replaced carpet in all 8 apartments. Project began May, 2017; completed August 18, 2017. 	\$ 840,000	Bond & Local
Library Rehabilitation	<ul style="list-style-type: none"> Funds to be transferred to the Advanced Technology Center and Industrial Buildings Rehabilitation Project 	TBD	State Capital
Facilities Campus Master Plan Update	<ul style="list-style-type: none"> Consultant selected. ATC and Library preliminary assessment complete Campus facility assessment to be completed by December, 2017. 	TBD	State Capital
Fine Arts and Massie Hall Chiller Renewal Project	<ul style="list-style-type: none"> Replace 3 compressors and modernize controls to create an updated efficient chiller plant for 2 of our largest buildings. Both chiller plants serve multiple buildings and will serve the cooling needs for another 10 years while gaining 5-10% in efficiency. Massie Hall complete; Fine Arts 50% complete (remaining CFA chiller to be replaced October, 2017). 	\$ 286,603.00	State Capital
Hatcher Hall Repurpose	<ul style="list-style-type: none"> Renovate vacated Nursing lab to house Health Clinic and Counseling Services. Drawings submitted to State for approval. To be complete by January, 2018. 	\$91,349.00	Bond Funds

Appointments	From		To		
	Project Director, Upward Bound	Assistant Professor (Visiting Faculty), Natural Science (Biology)	Logan Minter	08/21/17	Position Change from Administrative to Faculty
Visiting Faculty, Nursing	Assistant Professor, Nursing	Sean Forster	08/21/17	Converted to tenure-track position	
Visiting Faculty, Nursing	Assistant Professor, Nursing	Winifred Carpenter	08/21/17	Converted to tenure-track position	
Visiting Faculty, Fine, Digital, & Performing Arts (Studio Arts)	Assistant Professor, Fine, Digital, & Performing Arts (Studio Arts)	Bastien LeCouffe	08/21/17	Converted to tenure-track position	
Visiting Faculty, Rehab & Sport Professions (MOT)	Assistant Professor, Rehab & Sport Professions (MOT)	Mikel Stone	08/21/17	Converted to tenure-track position	
Visiting Faculty, Allied Health Sciences (Dental Hygiene)	Assistant Professor, Allied Health Sciences (Dental Hygiene)	Mariah Woodward	08/21/17	Converted to tenure-track position	
Visiting Faculty, Allied Health Sciences (Radiology)	Assistant Professor, Allied Health Sciences (Radiology)	Kristina Darnell	08/21/17	Converted to tenure-track position	
Visiting Faculty, Engineering Technologies	Assistant Professor, Engineering Technologies	Paul Yost	08/21/17	Converted to tenure-track position	
Acting Registrar, Enrollment Management & Student Affairs	Enrollment Management & Student Affairs	Jennifer Hammonds	07/29/17	End Acting Appointment	
Acting Dean, Clark memorial Library	Dean Clark Memorial Library	Janet Stewart	07/01/17	End Acting Appointment	

New Hires	From	To			
		Budget Fellowship	Chase Hiles	09/25/17	Bachelor degree in Business Administration, Shawnee State University Alumni
		Assistant Director, Facilities	Nathan Chamberlin	09/25/17	Bachelor degree in Civil Engineering, 17 years project management experience.
		General Counsel	Michael McPhillips	09/11/17	J.D., Ohio Attorney for 21 years, Higher Ed specialization for past 6 years, worked for AG's office for past 7 years.
		Assistant Professor (Visiting Faculty), Nursing (Mental Health)	Alisha Fink	08/28/17	Masters of Science in Nursing, Family Nurse Practitioner, worked at SSU Student Health Clinic for past 2 years, 15 years nursing experience.
		Assistant Professor, Natural Sciences (Physics)	Barun Dhar	08/21/17	PhD in Physics, 5 years teaching experience.
		Assistant Professor, Natural Sciences (Geology)	Erik Larson	08/21/17	PhD in Earth & Atmospheric Sciences, 7 years teaching experience.
		Assistant Professor, Teacher Education (Intervention Specialist)	Michele Moohr	08/21/17	PhD in Special Education, 17 years of experience as special educator in Public Schools, 2 years teaching experience at University level.
		Assistant Professor, Social Sciences (Political Science)	Thomas Bunting	08/21/17	PhD in Political Science, 6 years teaching experience.
		Assistant Professor, Teacher Education (Early Childhood)	Kimberly Cassidy	08/21/17	PhD in Early Childhood Education, 3 years teaching experience.
		Assistant Professor (Visiting Faculty), Allied Health Sciences	Timothy Angel	08/21/17	PhD in Biomedical Sciences, 13 years teaching experience, Health Commissioner and CEO for 13 years.
		Assistant Professor, Allied Health Sciences (Emergency Medical Technology)	William Turner	08/21/17	Masters of Science in Leadership, 16 years teaching experience, served as EMT program director for 15 years.
		Instructor (Visiting Faculty), Engineering Technologies	Travis Lynn	08/21/17	Bachelor of Science in Digital Simulation & Game Engineering Technology, Graduate of SSU, 3 years Industry experience.
		Assistant Professor, Teacher Education (Blind & Visual Impairment)	Karen Koehler	08/21/17	PhD in Special Education and STEM Education, 25 years of teaching experience.

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New Hires	From	To			
		Assistant Professor (Visiting Faculty), Nursing	Genoma Bender	08/21/17	Masters of Science in Nursing , 15 years of nursing experience with a variety of specialties.
		Assistant Professor (Visiting Faculty), Rehab & Sports Professions (OTA)	Ann Allen	08/21/17	Masters in Occupational Therapy, PhD in progress, 5 years OT field experience.
		Institutional Research Analyst, Institutional Research & Sponsored Programs	Megan Bolter	08/21/17	Masters of Sciences, Prior research & Grant writing experience.
		Classroom Teacher, Children's Learning Center	Ashley Hood	08/14/17	Bachelor degree in Early Childhood Education, 7 years teaching experience.
		Academic Advisor, College of Professional Studies	Katie McGrath	08/07/17	Masters in Education, served as a Graduate Assistant that advised a variety of student organizations.
		Academic Advisor, College of Arts & Sciences	Hannah Ledford	07/03/17	Masters in English with a PhD in progress, served as an Academic Advisor as a Graduate Assistant.
		Coordinator, Alumni Career Services & Workfore Development	Angela Duduit	07/01/17	Masters in Journalism, 23 years of experience working in public relations.
		Head Coach, Men's Basketball & Intramural Coordinator	Delano Thomas	07/01/17	Graduate of SSU with a Bachelor degree, Served as Assistant Coach for 3 years for our Men's Basketball Program, 13 years coaching experience.

Promotions	From	To			
	Associate Professor, Fine, Digital, & Performing Arts (Music)	Professor, Fine, Digital, & Performing Arts (Music)	Michael Barnhart	08/21/17	
	Assistant Professor, Mathematical Sciences	Associate Professor, Mathematical Sciences	David DeSario	08/21/17	
	Assistant Professor, Social Sciences	Associate Professor, Social Sciences	Sean Dunne	08/21/17	
	Assistant Professor, Natural Sciences	Associate Professor, Natural Sciences	Kimberly Inman	08/21/17	
	Assistant Professor, English & Humanities	Associate Professor, English & Humanities	Leila Lomashvili	08/21/17	
	Associate Professor, English & Humanities	Professor, English & Humanities	Jennifer Pauley	08/21/17	
	Assistant Professor, Social Sciences	Associate Professor, Social Sciences	Brian Richards	08/21/17	
	Assistant Professor, Nursing	Associate Professor, Nursing	Margaret Selby	08/21/17	
	Associate Professor, Natural Sciences	Professor, Natural Sciences	Kurt Shoemaker	08/21/17	
	Coordinator, Academic Advising (College of Professional Studies)	Director, Academic Advising & Support Services	Lindsay Monihen	07/01/17	
	Manager, Web Services	Assistant Director, Advancement Services	Leigh Gerlach	07/01/17	
	Fellowship, Development & Community Engagement	Assistant Director, Development & Community Engagement	Kelcie Cook	07/01/17	
	Operations Manager, Development Foundation	Director, Development Foundation	Aimee Welch	07/01/17	

Departures	From To				
	From	To			
	Natural Sciences	Professor	Don Deal	09/01/17	Retired
	Nursing	Associate Professor	Theresa Jackson	08/20/17	Resigned
	Department of Public Safety	Police Officer	Kevin Lewis	08/16/17	Resigned
	Mathematics	Assistant Professor	Mitra Devkota	08/14/17	Resigned
	Teacher Education	Associate Professor	Douglas Sturgeon	08/11/17	Resigned
	Budget & Payroll	Director	Heather Cate	07/28/17	Resigned
	Admissions	Coordinator, Social & Media Communications	Justin Malone	07/21/17	Resigned
	Housing & Residence Life	Residence Coordinator	Jonathon James	07/21/17	Resigned
	Office of General Counsel	General Counsel	Cheryl Hacker	07/01/17	Retired
	MOT	Professor	James McPherson	07/01/17	Resigned