SHAWNEE STATE UNIVERSITY
BOARD OF TRUSTEES

Meeting Minutes
September 15, 2023

Call to Order

Chair Evans called the meeting to order at 1:24 p.m. noting the meeting was in compliance with RC § 121.22(F).

Swearing in of new Board Member and Student Board Member

Chair Evans administered the oath of office to newly appointed Board member, Ms. Markee Osborne and newly appointed student Board member, Ms. Hannah Blythe.

Roll Call

Members present: Mr. Evans, Mr. Edwards, Mr. Furbee, Dr. Haas, Mr. Daniels, Mr. Richey, Mrs. Schisler, Mr. Shah, Ms. Blythe, Ms. Ratliff with Ms. Osborne joining remotely.

Members absent: None

Approval of the June 23, 2023 Board Meeting Minutes

Mr. Furbee moved and Dr. Haas seconded a motion to approve the June 23, 2023 Board meeting minutes. The motion was passed by unanimous roll call vote of all Board members present.

Approval of the August 11, 2023 Executive Committee Minutes

Mr. Daniels moved and Mr. Edwards seconded a motion to approve the August 11, 2023 Executive Committee meeting minutes. The motion was passed by unanimous roll call vote of all Board members present.

Approval of the August 11, 2023 Board Meeting Minutes

Dr. Haas moved and Mr. Shah seconded a motion to approve the August 11, 2023 Board meeting minutes. The motion was passed by unanimous roll call vote of all Board members present.

Approval of the September 15, 2023 Agenda

Mr. Edwards moved and Mr. Daniels seconded a motion to approve the September 15, 2023 Board meeting agenda. The motion was passed by unanimous roll call vote of all Board members present.

Consent Agenda

1. Resolution ASA08-23, Authorizing the Continuation of Transcript Withholding Except Where Prohibited by Law
2. Resolution F26-23, Approval of Revision of Policy 4.52Rev, Leaves of Absence (Paid and Unpaid)

Chair Evans directed the Board to review the action items on the Consent Agenda and asked if anyone wished to remove any items from the Consent Agenda. There being no objection, items 1-2 remain on the agenda. In accordance with Policy 1.06, when one or more trustees attends a Board or Board Committee meeting by means of electronic communication, all votes taken at that meeting will be by roll call vote. Mr. Richey moved to accept the action items on the Consent Agenda and Mr. Shah seconded the motion. The motion was passed by unanimous roll call vote of all Board members present.

Finance and Administration Committee Report

Mr. Edwards reported on behalf of the Finance and Administration Committee.

1. Resolution F22-23, Approval of Voluntary Retirement Incentive Plan

   This resolution approves a proposed voluntary retirement incentive program for fiscal year 2024. Mr. Edwards moved that the Board adopt Resolution F22-23 and Mr. Richey seconded the motion. The motion was passed by unanimous roll call vote of all Board members present.

2. Resolution F23-23, Approval of Revised Student Fees

   This resolution revises select fees that were approved at the June 2023 Board of Trustees meeting. Mr. Edwards moved that the Board adopt Resolution F23-23 and Mrs. Schisler seconded the motion. The motion was passed by unanimous roll call vote of all Board members present.

3. Resolution F24-23, Acceptance of Academic Years 2023-24 and 2024-25 Amended Waiver Renewals

   This resolution approves the AY2023-24 and 2024-25 waivers to tuition and fees that are consistent with Am. Sub. H.B. 33 of the 135th General Assembly. Mr. Edwards moved that the Board adopt Resolution F24-23 and Dr. Haas seconded the motion. The motion was passed by unanimous roll call vote of all Board members present.

4. Resolution F25-23, Approval of FY24 Operating Budgets (General Fund and Auxiliary Funds)

   This resolution approves the proposed operating budgets for fiscal year 2024. Mr. Edwards moved that the Board adopt Resolution F25-23 and Mr. Furbee seconded the motion. The motion was passed by unanimous roll call vote of all Board members present.

5. Resolution F27-23, Transfer of Fiduciary Oversight of Retirement Plans

   This resolution approves the transfer of authority and fiduciary responsibility to the President. Mr. Edwards moved that the Board adopt Resolution F27-23 and Mr. Daniels seconded the motion. The motion was passed by unanimous roll call vote of all Board members present.

6. Resolution F28-23, Resolution Authorizing Sale of Excess Internet Protocol Addresses

   This resolution authorizes the sale of the university's excess Internet Protocol version 4 (IPv4) addresses. A technical change was made from the original version in the Board packet that is not material to the resolution: the original language stating that Shawnee State University "purchased" the addresses was changed to state that Shawnee State University "acquired" the addresses. Mr. Edwards moved that the Board adopt Resolution F28-23 and Mr. Furbee seconded the motion. The motion was passed by unanimous roll call vote of all Board members present.

7. Ms. Aimee Welch, Director of Institutional Budgeting, provided an FY23 end-of-year (as of August 25, 2023) budget status report. The report presented a FY23 Consolidated Operating Budget End of Year Operating Deficit of ($252,377). The reported FY23 end of year deficit was $734,534 less than the original Consolidated Budget deficit of ($986,911). The full report is attached to the minutes.

8. Mr. Greg Ballengee reported on the cash reserves investment portfolio and provided a report of the items discussed at the August 24, 2023 Board of Trustees Investment Committee meeting. Topics discussed included current FY24 portfolio performance, security allocation revisions, and planned additions to the reserves during FY23. The full report is attached to the minutes.

9. Ms. Malonda Johnson presented the Personnel Activity Report FY24 which provided information about new hires, changes of status and departures of executive, faculty, administrative, and support staff personnel since the June 23, 2023 Board of Trustees meeting. The full report is attached to the minutes.

10. Mr. John Temponeras, Director of Facilities, Planning and Construction, updated the committee on capital projects. The report covered recent projects that were completed or placed on hold, and new projects underway. The full report is attached to the minutes.

Academic and Student Affairs Committee Report

Dr. Haas reported on behalf of the Academic and Student Affairs Committee.

1. Dr. Sunil Ahuja, Provost and Vice President for Academic and Student Affairs, updated the committee on Academic and Student Affairs activities since the last Board meeting. He discussed renewed focus on healthcare-related programs at the university and the search for a new Director of the School of Nursing, a redesign of the Student Affairs division and the search for a permanent Dean of Students, the recent International Assembly of Collegiate Business Education (IACBE) accreditation site visit for business programs, and the Faculty

Professional Day meeting. Finally, he noted the success of the Provost's Task Force on Retention and Completion and commended Associate Provost Jennifer Pauley and members of the task force for their great work in the first year. Dr. Ahuja's full report is attached to the minutes.

2. Ms. Marlita Cadogan, Interim Director of Student Life, updated the committee on Weekend of Welcome which was a successful event this year, attracting students, faculty, staff, and administration. The start date was moved from Friday to Thursday with various events being held, including a job fair, library party, Welcome Back Bingo, Glow Dance Party, Mario Kart Tournament, campus resource fairs, and student organization events. The full report is attached to the minutes.

3. Mr. Jim Farmer, Chief Enrollment Officer, presented the Fall enrollment report. The full report is attached to the minutes.

4. Dr. Amanda Hedrick, Director of Grants and Sponsored Programs, Innovation, and Entrepreneurship, presented an FY23 summary and an FY24 plan for the Center for Lifelong Learning (CLL). She reviewed current programs including Emergency Medical Services (both EMT and Paramedic), the American Heart Association, Motorcycle Ohio, Individualized Microcredential Assistance Program, continuing education courses, enrichment courses, Wise Pathways, and Bear Tracks. CLL enrollments have steadily increased over the last three years and have led to many students choosing to enroll at SSU for degreed programs. Plans for FY 24 include expanding healthcare workforce innovation, online certificate programs, prison education programs, standardizing registration and billing processes, expanding funding opportunities, and increasing capacity by hiring a coordinator and part-time administrative assistant. The full report is attached to the minutes.

5. Mr. Brandon Reed, Student Government President, reported on all Student Government Association (SGA) events.

6. Dr. Jennifer Pauley, Associate Provost, presented an education item outlining improvements in SSU's retention percentage, which increased from 65.3% last year to 70% this year. Dr. Pauley's report highlighted how the Provost's Task Force on Retention and Completion worked to achieve this exciting outcome. The full report is attached to the minutes.

7. Mr. Gerald Cadogan, Athletic Director, presented an Athletics update. The full report is attached to the minutes.

Reports from Board Liaisons with other Organizations

None

President's Report

Interim President Braun spoke about events on campus including the upcoming Homecoming Weekend and the Chair's Dinner at which immediate past Board of Trustees Chair Furbee announced that over $1M has been raised for the Lute School of Business. He expressed his thanks to the Board for its work over the past months in sharing our story with donors and state

legislators, preparing an aggressive budget restructuring, and setting priorities for upcoming projects. He welcomed Sallie Schisler, Markee Osborne, and Hannah Blythe to the Board. He said that new student enrollment is basically flat this fall, graduate enrollment is up nearly 10%, College Credit Plus enrollment is up nearly 10% and non-credit enrollment is up nearly 20%. He reported on vision building, campus placemaking, athletics enhancement, enrollment initiatives, and program development. The full report is attached to the minutes.

New Business

None

Comments from Constituent Groups and the Public

None

Faculty Senate Report

Ms. Mariah Woodward, UFS President, reported that the University Faculty Senate (UFS) Executive Committee met all summer on issues. The first meeting of the UFS will be held on September 25, 2023.

Executive Session

Mr. Furbee moved to enter Executive Session to discuss two issues: 1) preparations for bargaining sessions with public employees concerning terms and conditions of their employment, and 2) the potential sale and purchase of real estate. Mr. Edwards seconded the motion. Following a unanimous roll call vote in accordance with Ohio Revised Code Section 121.22, the Board entered executive session at 2:16 p.m. Those in attendance for the executive session were Mr. Evans, Mr. Edwards, Mr. Furbee, Dr. Haas, Mr. Daniels, Mr. Richey, Mrs. Schisler, Mr. Shah, Ms. Osborne (remotely, via Teams), Mr. Braun, Mr. McPhillips, Dr. Ahuja, Ms. Johnson, and Mr. Ballengee. Mr. Edwards moved and Mr. Daniels seconded a motion to leave executive session and return to public meeting. The motion was passed by unanimous roll call vote of all Board members present and the Board exited executive session at 3:05 p.m.

Other Business

None

Adjournment

Mr. Shah moved and Mr. Furbee seconded a motion to adjourn. The motion was passed unanimously and the Board adjourned at 3:07 p.m.

_____
Chairperson, Board of Trustees

_____
Secretary, Board of Trustees

RESOLUTION ASA08-23

AUTHORIZING THE CONTINUATION OF TRANSCRIPT WITHHOLDING WITH EXCEPTIONS

WHEREAS, consistent with Ohio law, when a student who owes money to Shawnee State University authorizes the University to send their transcript to a prospective employer, and that employer verifies the transcript is a prerequisite to employment, the University complies with the student's request, irrespective of whether the University has a pending hold on the transcript; and

WHEREAS, the University believes the practice described above promotes the state's workforce goals, as well as the University's goal of promoting gainful employment for its students and former students; and

WHEREAS, in circumstances other than those described above, the University currently places holds on transcripts for students and former students who have unpaid balances with the Bursar's office; unpaid fines with the Department of Public Safety; overdue library books; or unreturned Athletics Department equipment; or who failed to fulfill their obligations to attend exit counseling at the Financial Aid office regarding their student loans; and

WHEREAS, officials in the Bursar's office, Public Safety Department, Athletics Department, and Financial Aid office have limited specific evidence on the rate of collection or compliance to fulfill other obligations, but maintain that transcript withholding has provided the University with leverage in convincing students to satisfy the financial or other obligations to the University that gave rise to the transcript holds; and

WHEREAS, officials in the Bursar's office, Public Safety Department, Athletics Department, and Financial Aid office do not believe that releasing a transcript for a student who has not met their financial or other obligations at Shawnee State to another prospective college or university for potential transfer promotes the objective of instilling financial responsibility in students; and

WHEREAS, the aforementioned offices that are authorized to put holds on transcripts have made exceptions, and have expressed a willingness to continue to make exceptions to transcript withholding in special circumstances; and

WHEREAS, the University has no evidence to support or refute the premise that ending the practice of withholding transcripts of former students will help those students complete their education elsewhere, and submits that absent special circumstances, when a student has failed or refused to meet their financial or other obligations to Shawnee State, releasing their transcripts to another college or university would not likely serve the interests of either institution; and

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WHEREAS, the University has considered whether to end the practice of transcript withholding, applying the factors set forth in Ohio Revised Code Section 3345.027(C)(2)(a) through (c), as stated above;

THEREFORE, BE IT RESOLVED, the Board of Trustees of Shawnee State University will continue the practice of transcript withholding except in those situations in which state law prohibits transcript withholding and when the official who authorized the hold finds special circumstances warrant releasing the hold; and

IT IS FURTHER RESOLVED that pursuant to Ohio Revised Code Section 3345.027(C)(1), a copy of this resolution will be forwarded to the Chancellor of the Ohio Department of Higher Education.

(September 15, 2023)

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September 25, 2023
Secretary, SSU Board of Trustees

RESOLUTION F26-23

REVISION OF POLICY 4.52REV
LEAVES OF ABSENCE (PAID AND UNPAID)

WHEREAS, an ongoing review of institutional policies has been undertaken in order to remove outdated policies, and to modify and update policies to ensure their accuracy and application to current organizational needs; and

WHEREAS, Policy, No. 4.52Rev was last reviewed and approved by the Board of Trustees on February 8, 2019, and requires updating; and

WHEREAS, a modification of the policy is recommended to reflect current operations and recent organizational changes; and

WHEREAS, these revisions have been recommended by the President for Board of Trustees approval;

THEREFORE, BE IT RESOLVED that the Board of Trustees of Shawnee State University approves amended Policy 4.52Rev, Leaves of Absences (Paid and Unpaid).

(September 15, 2023)

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September 25, 2023
Secretary, SSU Board of Trustees

Shawnee State University

POLICY TITLE:	LEAVES OF ABSENCES (PAID & UNPAID) POLICY
~~NO. :~~NO.:	4.52REV
ADMIN CODE:	3362-4-23
PAGE NO.:	1 OF 14
EFFECTIVE DATE:	9/15/2023~~02/08/19~~
NEXT REVIEW DATE:	9/2026~~10/2022~~
RESPONSIBLE OFFICER(S):	~~VPFA~~CHIEF OPERATING OFFICER
APPROVED BY:	BOARD OF TRUSTEES

1.0 PURPOSE

The University is committed to providing administrators and administrative technical support staff (ATSS) with appropriate avenues to take time away from work assignments and for the University to remain fully compliant with applicable regulatory provisions for various forms of leave 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 absence (LOAs) that are available or that the administration may impose. This policy does not govern Department of Public Safety employees whose leaves of absence are ~~covered~~ addressed in ~~by~~ Policy 4.82Rev. T~~.~~o the extent a future collective bargaining agreement covers some public safety employees, leaves of absence addressed in the CBA shall govern.

2.0 HOLIDAYS

2.1 The following are designated University holidays:

Holiday	Date
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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day*	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

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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, t~~The University will be closed for Winter break each year from December 26 through December 31. In the event that the observance of Christmas Eve, Christmas Day, or New Year's Day occurs during the December 26-31 period, an additional vacation day shall not be provided to employees.

4.0 VACATION 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 Employees accrue vacation leave based upon the schedule reflected in table 4.4 below. Part time benefit eligible employees who work twelve months will receive pro-rated vacation. Benefit eligible full time employees employed for less than twelve months will receive vacation at one-half (.50) of the applicable accrual rate. ~~For employees hired on or after February 1, 2019 this accrual will be applied upon the date of hire; employees hired prior to February 1, 2019 will~~2019 will ~~begin this accrual rate effective July 1, 2019.~~

4.4 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

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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**

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 senior executive, ~~division vice president,~~ an additional amount may be carried over when vacation cannot be taken due to operational needs outside the employee's control. Division senior executive shall mean the Provost/Vice President for Academic and Student Affairs; Chief Financial Officer; Chief Operating Officer; Chief Enrollment Officer; Chief Advancement Officer; Chief of Staff; and the President for employees who report directly to the President.

4.6 A newly hired employee's vacation accrual rate may include prior public service with the State of Ohio or any of its political subdivisions or regional councils of government, 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 any of its political subdivisions or regional councils of government. 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 or regional council of government is considered as twenty-six (26)

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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 and is reemployed 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 senior executive (as defined in section 4.5, above)~~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. This subsection does not apply when an employee opts to take some or all of the time off without pay during a university shutdown as permitted by section 4.13.

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.

4.13 In order to provide for continuous payment during a

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Board- approved University closure, temporary changes to vacation accruals will be permitted as follows:

a) employees will be permitted to use accrued vacation leave hours during hours they will not be working as a result of the shutdown to

offset lost pay, or b) employees will be permitted to use unearned vacation leave hours that they are scheduled to earn during the remainder of that calendar year in exchange for a reduced vacation accrual rate for the remainder of the calendar year. ~~If implemented, neither (a) nor (b) will result in an overall increase or decrease of the number of vacation leave hours that the employee accrues during the calendar year in question.~~ These actions will not be considered a reduction in pay, layoff, or furlough.

5.0 SICK LEAVE

5.1 Sick leave may be used for an authorized absence from scheduled duties due to personal illness (which may include physical and/or mental health issues);~~,~~ personal injury;~~accident,~~ exposure to contagious disease that poses a reasonable risk of contagion to the University (the University may require documentation); medical, mental health, dental, or optical examination ~~, health examinations~~ or treatment ~~(medical, dental or optical)~~ for self or immediate family members when the employee's attendance is required;~~,~~ ~~famil~~family~~y~~ emergencies requiring the attendance of the employee;~~,~~ ~~pregnanc~~pregnancy~~y~~ and/or childbirth and related conditions;~~,~~ or death in the immediate ~~immediate family~~ 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

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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.

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 with advance approval from his/her~~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.

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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 l~~L~~eave. When it is not possible for the leave request form to be submitted in advance of the leave, it must be approved by the employee's supervisor and submitted to Human Resources upon the employee's 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 a doctor's statement or the failure to submit a proper leave form to Human Resources may result in delay of payment for the time missed.

5.12 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

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sick leave.

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 would meet~~s~~ the age and service eligibility requirements under a state pension system (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 The payment discussed in Section 6.1 will only be available to employees who formally notify the Department of Human Resources of their retirement and meet ~~s~~ all other eligibility requirements.

~~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.~~

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7.0 FAMILY AND MEDICAL LEAVEPOLICY

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 Title 29, Section 825.200 of Code of Federal Regulations). Qualifying events are:

7.1.1 Childbirth (due to the birth of 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 for periods of less than three days 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-

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month period except for leave under section 7.1.6 which may be taken for up to
26 workweeks. 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

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unpaid leave is needed up to the twelve week maximum provided under this policy (or 26 week maximum, as applicable), 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 may 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

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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

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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 Budget 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 ATSS 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.

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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~~ an authorized 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 FURLOUGHS

A furlough is a non-permanent, unpaid leave of absence from work for a specified period of time. The President may impose furloughs in accordance with Ohio law. The President shall enact a procedure setting forth the terms and conditions under which furloughs may be imposed.

13~~2~~.0 REQUEST FOR LEAVE FORMS

13~~2~~.1 Except in the case of an emergency, prior notification to the employee's supervisor of anticipated leaves is required. Employees shall notify his/her immediate supervisor by telephone or electronic message prior to the scheduled start time that they are unable to report to work due to a qualifying reason. In cases where an employee is incapacitated, they may designate a family member or third-party representative to communicate with the University.

13.2 Requests for leave as identified in this policy must be submitted ~~are provided~~ electronically via the BearTrax system. In

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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.~~

13~~2~~.3~~2~~ 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: 09/15/23, 02/08/19; 10/13/17; 10/14/16, 08/19/16

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Shawnee State University

POLICY TITLE:	LEAVES OF ABSENCES (PAID & UNPAID)
POLICY NO.:	4.52REV
ADMIN CODE:	3362-4-23
PAGE NO.:	1 OF 11
EFFECTIVE DATE:	9/15/2023
NEXT REVIEW DATE:	9/2026
RESPONSIBLE OFFICER:	CHIEF OPERATING OFFICER
APPROVED BY:	BOARD OF TRUSTEES

1.0 PURPOSE

The University is committed to providing administrators and administrative technical support staff (ATSS) with appropriate avenues to take time away from work assignments and for the University to remain fully compliant with applicable regulatory provisions for various forms of leave 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 absence (LOAs) that are available or that the administration may impose. This policy does not govern Department of Public Safety employees whose leaves of absence are addressed in Policy 4.82Rev. To the extent a future collective bargaining agreement covers some public safety employees, leaves of absence addressed in the CBA shall govern.

2.0 HOLIDAYS

2.1 The following are designated University holidays:

Holiday	Date
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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day*	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

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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

The University will be closed for Winter break each year from December 26 through December 31. In the event that the observance of Christmas Eve, Christmas Day, or New Year's Day occurs during the December 26-31 period, an additional vacation day shall not be provided to employees.

4.0 VACATION 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 Employees accrue vacation leave based upon the schedule reflected in table 4.4 below. Part time benefit eligible employees who work twelve months will receive pro-rated vacation. Benefit eligible full time employees employed for less than twelve months will receive vacation at one-half (.50) of the applicable accrual rate.

4.4 **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

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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 senior executive, an additional amount may be carried over when vacation cannot be taken due to operational needs outside the employee's control. Division senior executive shall mean the Provost/Vice President for Academic and Student Affairs; Chief Financial Officer; Chief Operating Officer; Chief Enrollment Officer; Chief Advancement Officer; Chief of Staff; and the President for employees who report directly to the President.

4.6 A newly hired employee's vacation accrual rate may include prior public service with the State of Ohio or any of its political subdivisions or regional councils of government, 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 any of its political subdivisions or regional councils of government. 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 or regional council of government 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 and is reemployed 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 senior executive (as defined in section 4.5, above).

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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. This subsection does not apply when an employee opts to take some or all of the time off without pay during a university shutdown as permitted by section 4.13.

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.

4.13 In order to provide for continuous payment during a Board-approved University closure, temporary changes to vacation accruals will be permitted as follows:

a) employees will be permitted to use accrued vacation leave hours during hours they will not be working as a result of the shutdown to offset lost pay, or

b) employees will be permitted to use unearned vacation leave hours that they are scheduled to earn during the remainder of that calendar year in exchange for a reduced vacation accrual rate for the remainder of the calendar year. These actions will not be considered a reduction in pay, layoff, or furlough.

5.0 SICK LEAVE

5.1 Sick leave may be used for an authorized absence from scheduled duties due to personal illness (which may include physical and/or mental health issues); personal injury; exposure to contagious disease that poses a reasonable risk of contagion to the University (the University may require documentation); medical, mental health, dental, or optical examination or treatment for self or immediate family members when the employee's 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.

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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.

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 with advance approval from his/her 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 it is not possible for the leave request form to be submitted in advance of the leave, it must be approved by the employee's supervisor and submitted to Human Resources upon the employee's return from the absence. Time on approved sick leave will run concurrent with an approved leave under FMLA (refer to section 7.0 below).

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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 a doctor's statement or the failure to submit a proper leave form to Human Resources may result in delay of payment for the time missed.

5.12 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.

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 would meet the age and service eligibility requirements under a state pension system (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 for one- fourth of the value of accumulated sick leave balance, up to a maximum payment of 240 hours. 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). 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 The payment discussed in Section 6.1 will only be available to employees who formally notify the Department of Human Resources of their retirement and meet all other eligibility requirements.

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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 Title 29, Section 825.200 of Code of Federal Regulations). Qualifying events are:

7.1.1 Childbirth (due to the birth of 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 renders the employee unable to work for periods of less than three days 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 except for leave under section 7.1.6 which may be taken for up to 26 workweeks. 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.

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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 (or 26 week maximum, as applicable), 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.

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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 may 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.

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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 Budget 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.

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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 ATSS 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.

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10.2 In order to be paid by the University for such leave the employee must submit to Human Resources written proof, executed by an authorized 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 FURLOUGHS

A furlough is a non-permanent, unpaid leave of absence from work for a specified period of time. The President may impose furloughs in accordance with Ohio law. The President shall enact a procedure setting forth the terms and conditions under which furloughs may be imposed.

13.0 REQUEST FOR LEAVE FORMS

13.1 Except in the case of an emergency, prior notification to the employee's supervisor of anticipated leaves is required. Employees shall notify his/her immediate supervisor by telephone or electronic message prior to the scheduled start time that they are unable to report to work due to a qualifying reason. In cases where an employee is incapacitated, they may designate a family member or third-party representative to communicate with the University.

13.2 Requests for leave as identified in this policy must be submitted electronically via the BearTrax 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.

13.3 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: 09/15/23; 02/08/19; 10/13/17; 10/14/16; 08/19/16

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

~~INFORMATION ONLY~~

PROCEDURE TITLE:	FURLOUGH PROCEDURE
PROCEDURE NO.:	4.52:1
RELATED POLICY:	4.52REV
PAGE NO.:	1 OF 4
RESPONSIBLE ADMINISTRATOR(S):	~~VPF&A/HUMAN RESOURCES~~CHIEF OPERATING OFFICER
EFECTIVE DATE:	9/15~~/2023~~~~05/14/2020~~
NEXT REVIEW DATE:	09~~5~~/202~~63~~

1.0 AUTHORITY

~~1.0 AUTHORITY: T~~**~~t~~his ~~P~~PEMERGENCY ~~P~~Procedure ~~I~~is ~~e~~Enacted ~~u~~Under ~~T~~the ~~A~~authority ~~O~~of ~~:~~**

~~1.1~~ Section 381.690~~540~~ of Am. Sub. HB 33~~166~~ of the 13~~3~~5th~~rd~~ Ohio General Assembly permitting the board of trustees of an institution of higher education to adopt policies providing for mandatory furloughs of employees to achieve spending reductions necessitated by institutional budget deficits, and University Policy 4.52. ~~;~~

~~Section 124.14(F) of the Ohio Revised Code, which authorizes boards of trustees of state universities to carry out all matters of governance involving officers and employees of the University;~~

~~1.2~~

~~1.3 Shawnee State University Board of Trustees Resolution No. E02-20, authorizing the President to enact temporary emergency procedures to address the COVID-19 pandemic; and~~

~~1.4 Shawnee State University Board of Trustees Resolution No. F14-20, authorizing the President to enact emergency procedures on mandatory furloughs.~~

2.0 INTRODUCTION

The University's long-term financial stability depends on the ability to balance the operating budget. ~~As a result of the COVID-19 pandemic, the University is facing projected institutional financial deficits caused by, among other factors, current actual and projected future decreases in state funding and a projected short-term decline in student enrollment.~~ The purpose of this procedure is to set forth the standards for mandatory employee furloughs that may be implemented to promote financial stability~~address such losses in revenue~~.

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September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

3.0 APPLICABILITY

3.1 This procedure applies to all employees including faculty, unclassified executive and administrative staff, and non-bargaining unit classified staff. Employees covered by a collective bargaining agreement will be subject to the terms of the applicable agreement. Employees covered by written employment agreements will be subject to the terms of those agreements and any amendments thereto.

3.2 Excluded from this procedure are employees working for the University under H1-B visas, ~~and~~ work-study students, and other student workers. The University may exempt from furlough those employees earning less than a minimum annualized salary as determined by the President.

4.0 EFFECTIVE DATES

~~Notwithstanding any provision of the Ohio Revised Code, Ohio Administrative Code, or formal policy of Shawnee State University, t~~This ~~emergency~~ procedure shall ~~be in effect immediately and will~~ remain in effect as long as furloughs are permitted under Ohio law, unless rescinded by the President. ~~unless and until the procedure is revised or is superseded by a formal Board of Trustees Policy.~~

5.0 DEFINITION AND TERMS OF FURLOUGHS

5.1 A furlough is defined as a non-permanent, unpaid leave of absence from work for a specified period of time. An employee may not do work for the University while on furlough. An employee may not use paid leave while on furlough except on days when the employee would otherwise be in paid working status.

5.2 The President may adopt a furlough plan that is in units of a) a specified number of working days, b) a specified number of workweeks, or c) a specified percentage of reduced working hours per pay period over a period of time. When permitted by law, the University may allocate the employee's reduction in pay over the balance of the fiscal year regardless of the pay period or periods in which a furlough occurs.

5.3 A furlough is not a layoff. A furloughed employee in the classified civil service has no displacement rights or appeal rights.

5.4 The University's implementation of mandatory furloughs may involve the submission of one or more proposed plans to the Ohio Department of Job and Family Services' SharedWork Ohio program or similar future programs designed to avert employee layoffs and lessen the economic impact to individuals who are furloughed.

5.5 The University may extend a furlough if the President determines that such an extension is needed to achieve spending reductions necessitated by institutional budget deficits. In such instances, the Human Resources Department will promptly

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notify the impacted employees in writing of any changes in their return to work date or changes from normal working hours.

5.6 Any impacted employee who does not return to work when so notified and who is not on an approved and scheduled leave will be considered to have constructively resigned, absent extenuating circumstances.

5.7 The implementation of furloughs does not preclude the University from implementing layoffs or job abolishments.

6.0 CONSULTATION AND IMPLEMENTATION

6.1 If, after consultation with the Chief Financial Officer~~Vice President for Finance and Administration~~, the President reasonably believes the University is facing an ~~significant~~ operating budget deficit, a furlough plan may be implemented. In making this determination, the President may consider any relevant actions, declarations, or announcements by the federal and/or state governments. The President and/or a designee may also consult with representatives of affected employee groups prior to implementation of a furlough, however, consultation may, by necessity, require intense and limited periods of time for planning.

6.2 In determining the individual(s) who will be furloughed and the types of furloughs that are implemented, the President may take into account the essential operating and safety needs of the University, employee wage and salary levels, actual or projected income generated by the various divisions, departments, units, or programs, changes in funding for positions funded by outside sources, and other relevant factors.

6.3 A furlough plan may consist of University-designated furlough days, furlough days chosen by the employee with the approval of their supervisor, a combination of these, or a reduced work schedule.

6.4 Where feasible, the University will make reasonable efforts to provide affected employees seven calendar days' notice before a furlough is implemented. In cases of emergency, including a total or partial campus shutdown, it might be necessary for the notice period to be shorter. The notice to the impacted employee shall indicate the type of furlough that is being implemented and the date the furlough is to begin. Impacted employees will be notified by the Human Resources Department of the date the employee is expected to return to his or her normal working hours.

7.0 SCHEDULING

Whether mandatory furloughs will be implemented in units of workdays, workweeks, or reductions in work hours will be at the sole discretion of the President. Scheduling of furloughs will be the responsibility of the President or the President's designee(s). Furloughs may be implemented on a differential, intermittent, or staggered basis based on pay/salary level, employee classification, or nature of appointment. Days

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that the University is normally closed or days that may not normally be workdays for certain groups of employees (e.g., Spring Break and the week between December 25 and January 1) may be designated as furlough days.

8.0 EMPLOYEE BENEFITS AND CONTRIBUTIONS WHILE ON FURLOUGH

8.1 The University will use reasonable efforts to maintain existing medical, dental, vision, and life insurance benefits for affected employees during a furlough to the extent that such coverage is within the University's control. Employees will continue to accrue vacation and sick leave during a furlough, but may not use accrued paid leave on days that they are not scheduled to work because of a furlough.

8.2 Retirement contributions by both employees and the University will be affected by furloughs as contributions are based on actual earnings. Employees are advised to consult with their retirement system on other potential effects of the furlough upon retirement benefits.

8.3 While on furlough, employees remain responsible for employee contributions for health, dental, and vision insurance, Flexible Spending Accounts, employees' shares of retirement plan contributions, and other miscellaneous authorized payroll deductions.

History
Effective: 05/14/2020

Revised: 9/15/2023

Certified as True and Correct
September 25, 2023
Michael C. McRae
Secretary, SSU Board of Trustees

PROCEDURE TITLE:	FURLOUGH PROCEDURE
PROCEDURE NO.:	4.52:1
RELATED POLICY:	4.52REV
PAGE NO.:	1 OF 3
RESPONSIBLE ADMINISTRATOR:	CHIEF OPERATING OFFICER
EFFECTIVE DATE:	9/15/2023
NEXT REVIEW DATE:	09/2026
APPROVED BY:	PRESIDENT

1.0 AUTHORITY

This Procedure is enacted under the authority of Section 381.690 of Am. Sub. HB 33 of the 135th Ohio General Assembly permitting the board of trustees of an institution of higher education to adopt policies providing for mandatory furloughs of employees to achieve spending reductions necessitated by institutional budget deficits, and University Policy 4.52Rev.

2.0 INTRODUCTION

The University's long-term financial stability depends on the ability to balance the operating budget. The purpose of this procedure is to set forth the standards for mandatory employee furloughs that may be implemented to promote financial stability.

3.0 APPLICABILITY

3.1 This procedure applies to all employees including faculty, unclassified executive and administrative staff, and non-bargaining unit classified staff. Employees covered by a collective bargaining agreement will be subject to the terms of the applicable agreement. Employees covered by written employment agreements will be subject to the terms of those agreements and any amendments thereto.

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8.2 Retirement contributions by both employees and the University will be affected by furloughs as contributions are based on actual earnings. Employees are advised to consult with their retirement system on other potential effects of the furlough upon retirement benefits.

8.3 While on furlough, employees remain responsible for employee contributions for health, dental, and vision insurance, Flexible Spending Accounts, employees' shares of retirement plan contributions, and other miscellaneous authorized payroll deductions.

History
Effective: 05/14/2020
Revised: 09/15/2023

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September 25, 2023
Secretary, SSU Board of Trustees

RESOLUTION F22-23

APPROVAL OF VOLUNTARY RETIREMENT INCENTIVE PLAN

WHEREAS, Shawnee State University's main accreditation body, in its recent Mid-Cycle Review, recommended that the University examine the balance of faculty and staff based on enrollment numbers and the needs of the campus; and

WHEREAS, the accreditor has further expressed the opinion that downsizing the campus workforce should be reviewed; and

WHEREAS, the University administration has committed to a balanced budget for fiscal year 2024 -- the first time in more than ten years that such a commitment has been made -- and the Board of Trustees expects a balanced budget; and

WHEREAS, the administration believes that a Voluntary Retirement Incentive Plan (Plan) will help to accomplish the dual goals of a rightsized workforce and budget stability; and

WHEREAS, the proposed plan calls for an election window and retirement dates during fiscal year 2024, and is designed to produce economic savings beginning in fiscal year 2025; 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.

(September 15, 2023)

Certified as True and Correct
September 25, 2023
Michael C. McKell
Secretary, SSU Board of Trustees

Shawnee State University

2023 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(s) or other incentives.

This is the Plan document for the Shawnee State University 2023 Voluntary Retirement Incentive Plan ("VRIP" or "Plan"). ***This Plan is subject to approval by the Shawnee State University Board of Trustees at its meeting on September 15, 2023. If the Plan is not approved by the Shawnee State University Board of Trustees, it will be rescinded (or if not rescinded, retroactively terminated effective August 14, 2023), and all elections and agreements made pursuant to the Plan will be considered void such that they never existed.*** The terms of the Plan consist of this Plan document, including Exhibits A through E and Attachment A 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 January 1, 2024, 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 and Treasury Regulation Section 1.457-11(d)(3). 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 retire from 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.

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September 25, 2023
Secretary, SSU Board of Trustees

Exhibit A

Shawnee State University

2023 Voluntary Retirement Incentive Plan

I. Definition

In this Plan, the following words and phrases, when capitalized, will have the following meanings unless a different meaning is clearly implied by the context:

A. "Agreement" means the Acceptance of Offer Agreement (See Exhibit C) and First Release and Waiver of Claims Agreement (See Exhibit D) signed by the Eligible Employee making their retirement irrevocable and accepting the contractual obligations of participation in the Plan.

B. "Base Rate of Pay" means either (i) for active employees, their annual base rate of pay provided for services to the University as of August 14, 2023; or (ii) for employees on medical leave, other leaves, or sabbatical, their most recent annual base rate of pay when they were active employees. Base rate of pay does not include supplemental contracts or one-time payments. Base rate of pay does not include overloads, stipends, summer pay, adjunct pay, or any other similar payment not included in an employee's normal base rate of pay.

C. "Cause" means the following: (i) conviction of a felony or any other crime involving dishonesty; (ii) commitment of an act of fraud; (iii) any conduct of the Eligible Employee that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the University; or (iv) a material violation by the Eligible Employee of any law, rule, regulation, constitutional provision, policy, procedure, or by-law of the University, or local, state, or federal law, which reflects adversely upon the University.

D. "Code" means the Internal Revenue Code of 1986, as amended, and the guidance thereunder.

E. "Election Form" means the Application to Participate in Shawnee State University 2023 Voluntary Retirement Incentive Plan (See Exhibit B). The Eligible Employee submits this to the University to indicate their desire to participate in the Plan.

F. "Eligible Employee" means a full-time employee of the University (i) who holds an administrative, administrative technical support staff, or public safety personnel position, or who holds a position in a collective bargaining unit; and (ii) who, as of January 1, 2024, either: (a) will be retirement eligible under State Teachers Retirement System ("STRS") or Ohio Public Employees Retirement System ("OPERS"), as applicable; or (b) 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 would have participated if not for his or her ARP election, shall control.

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September 25, 2023
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Notwithstanding any provision to the contrary herein, Eligible Employee does not include: (i) persons who voluntarily separate from service or retire from the University on or before August 14, 2023; (ii) individuals who separate or retire before the University approves their participation and retirement date under this Plan; (iii) part-time, temporary, or intermittent employees; (iv) special contract employees; (v) an employee who has previously participated in an early retirement program or "window program" offered by the University; (vi) an employee who has received notice of separation of service or termination of employment on or before August 14, 2023, including notification of denial of tenure or a nonrenewal of an employment agreement; and (vii) employees with an executive employment agreement.

In addition, notwithstanding any provision to the contrary herein, Eligible Employee does not include any employee who holds a position in a collective bargaining unit whose bargaining unit has not executed a memorandum of understanding with the University regarding this Plan.

Classification as an "Eligible Employee" will be determined by the University in its sole discretion.

G. "Exit Date" means the date of an Eligible Employee's retirement for service from the University, which will be on such retirement date as determined by the University in accordance with the terms of this Plan, provided such date is on or after November 24, 2023, but no later than January 1, 2024.

H. "Human Resources" means the Office of Human Resources located in the lower level of Massie Hall at B52 Massie Hall, Shawnee State University, 940 Second Street, Portsmouth, OH 45662. Human Resources is open Monday through Friday, 8:00 am – 5:00 pm.

I. "Participant" means an Eligible Employee who timely submitted an election (See Exhibit B), whose election was timely accepted by the University, and who timely submitted their irrevocable resignation (See Exhibit C) and First Release and Waiver of Claims Agreement (See Exhibit D) and did not revoke those Agreements.

J. "University" means Shawnee State University.

K. "VRIP" or "Plan" means the Shawnee State University 2023 Voluntary Retirement Incentive Plan.

L. "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.

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III. Date of Retirement

To participate in the Plan, an Eligible Employee must agree to retire from University service on the Exit Date.

Following the Eligible Employee's Exit Date, the Eligible Employee is free to accept full or part-time employment with any other employer; provided, however, the Eligible Employee electing to participate in the Plan does not violate Ohio Revised Code Section 2921.42(A)(3) and 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 may be limited to temporary or part-time status. The Eligible Employee must continue to fulfill all duties and expectation of his or her employment during the time period between when he or she elects to participate in the Plan and the Exit Date.

IV. Plan Benefits

Eligible Employees who make an election to retire from service on the Exit Date shall receive the following benefits under the Plan:

A. Benefits for Faculty Employees

1. **Incentive Payment:** A payment equal to a percentage (%) of the Eligible Employee's Base Rate of Pay, based on the Eligible Employee's election under Option 1 or Option 2 below, will be paid on or around January 1, 2024, provided the Eligible Employee has timely signed and not revoked the First and Second Release and Waiver of Claims Agreements (See Exhibits D and E). The University has the right to deny an Eligible Employee's election under Option 2, in which case the Eligible Employee may be offered a benefit under Option 1. Eligible Employees may not change their Option 1 versus Option 2 election after the close of the Window Period, unless the University agrees to the change.

   a. Option 1: A single payment of 75% of the Eligible Employee's Base Rate of Pay; **OR**

   b. Option 2: A single payment of 50% of the Eligible Employee's Base Rate of Pay. Eligible Employees making an election to receive benefits under this Option 2 will have the opportunity to teach on a part-time basis following their Exit Date, subject to the approval of the University.

   If the University does not approve of the Eligible Employee's election of Option 2, the Eligible Employee agrees to receive the benefit under Option 1. If the University approves of the Eligible Employee's Election of Option 2, the Eligible Employee's post-retirement teaching will be subject to the following terms and conditions, which may be subject to change:

   i. The Eligible Employee will be eligible to teach under this arrangement only for the 2024 Spring and Fall semesters

   ii. Teaching under this arrangement does not create any contract entitling the

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Secretary, SSU Board of Trustees

Eligible Employee to work through the end of the two semesters described above, and the University continues to reserve the right to terminate the Eligible Employee in accordance with applicable law and university policies and procedures. If the Eligible Employee is terminated for Cause under this arrangement, any remaining benefits to be paid under the Plan will be forfeited.

iii. Teaching will be limited to a maximum of 6 credit hours per semester for non-lab courses and a maximum of 8 credit hours per semester for lab courses.

iv. In no event will services performed under this arrangement, including teaching and non-teaching services (*e.g.*, advising or administrative work), exceed 50% of the level of services the Eligible Employee performed prior to the Exit Date (as described in IRS guidance regarding post-retirement service).

v. The Eligible Employee's compensation for part-time teaching as a retiree under this arrangement will be $1,500 per credit hour.

vi. The Eligible Employee may be required to enter into a separate agreement prior to teaching under this arrangement. If such an agreement is required, a failure to sign the agreement may result in the Eligible Employee losing the opportunity to teach, and the Eligible Employee may not be eligible to receive the benefit under Option 1.

2. **Medical Insurance Supplement:** Two taxable payments in the amount of $10,000 to help defray the cost of medical expenses. The first payment will be made on or around January 1, 2024, provided the Eligible Employee has timely signed and not revoked the First and Second Release and Waiver of Claims Agreements (See Exhibits D and E), and the second will be made on or around January 1, 2025.

Faculty exercising Option 2 are strongly advised to consult with STRS and/or their personal legal counsel regarding the financial consequences of returning to teaching after the retirement date without a break in service.

B. <u>Benefits for Administrative & Support Staff Employees</u>

1. **Incentive Payment**: A single payment of 50% of the Eligible Employee's Base Rate of Pay.
2. **Medical Insurance Supplement:** Two taxable payments in the amount of $10,000 to help defray the cost of medical expenses. The first payment will be made on or around January 1, 2024, provided the Eligible Employee has timely signed and not revoked the First and Second Release and Waiver of Claims Agreements (See Exhibits D and E), and the second will be made on or around January 1, 2025.

Notwithstanding the foregoing, the sum of the total Plan benefits provided under this Section IV shall not exceed the lesser of two (2) times the compensation limitation under Code

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Section 401(a)(17) or two (2) times the employee's annualized compensation for the 2022 tax year if their Exit Date is in 2023, or for the 2023 tax year if their Exit Date is in 2024.

Participation in and receipt of any and all other retirement plans and benefits offered to an Eligible Employee shall remain unchanged including but not limited to: (i) the right to purchase continuation of health care coverage as is required under federal law; (ii) payout of sick leave balance, if eligible; and (iii) other minor benefits normally extended to retired employees.

V. Election

An Eligible Employee meeting the eligibility requirements of Section II may indicate their desire to 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 Window Period for election shall be at least 45 calendar days and, unless determined otherwise by the University to provide for proper communication of the Plan, will begin as of August 14, 2023, and close on September 28, 2023. The Election Form (Exhibit B) must be postmarked by September 28, 2023, or delivered to Human Resources in person, by email to humanresources@shawnee.edu, or by fax to 740-351-3505, and be received by Human Resources by 5:00 pm on September 28, 2023.

C. An election is deemed made upon receipt by Human Resources of a completed and signed copy of the Election Form, provided such election is timely made in accordance with Subsection B, above.

D. The University will review elections that were received from Eligible Employees during the Window Period.

E. The University will make offers to participate in the Plan to Eligible Employees by providing written notice of the University's acceptance of the Eligible Employee's election within seven (7) calendar days of the Window Period close date. This notice will confirm the terms under which the University is making the offer, including the accepted Exit Date for the Eligible Employee and the accepted option under Section IV.A.1. for faculty employees. If an Eligible Employee does not receive a written notice of the University's offer to participate in the Plan within seven (7) days of the Window Period close date, their election is deemed terminated with no further action required by the University.

F. Eligible Employees who receive notice of the University's acceptance will have until five (5) calendar days after the date of the notice to accept the University's offer to participate in the Plan (the "Acceptance Period"). Eligible Employees accept the University's offer by signing and submitting the Agreements (See Exhibits C and D) to Human Resources in person, by mail, by email to humanresources@shawnee.edu, or by fax to 740-351-3505. Such Agreements must be received by (or if delivered by mail, be postmarked by) the last day of the Acceptance Period.

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Secretary, SSU Board of Trustees

G. Once the Eligible Employee accepts the University's offer by timely submitting the Agreements to Human Resources, in accordance with Subsection F above, the Eligible Employee is considered a Participant in the Plan, and their retirement and participation in the Plan cannot be withdrawn or modified, except as provided in Subsections H and I below or by the mutual agreement of both the Participant and the University.

H. The Participant shall have seven (7) days to revoke their decision to retire and participate in the Plan (the "Revocation Period"). The Revocation Period will start on the first day following the day the Eligible Employee signs the First Release and Waiver of Claims Agreement (See Exhibit D) and will end seven (7) calendar days later. An Eligible Employee's revocation must be made in writing; be delivered to Human Resources in person, by mail, by email to humanresources@shawnee.edu, or by fax to 740-351-3505; and be received by (or if delivered by mail, be postmarked by) the last day of the Eligible Employee's Revocation Period.

I. The University reserves the right to determine whether to accept, modify, or reject an Eligible 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. This right ends on the date the Participant accepts the University's offer, as described in Subsection F above. The University may revoke its offer at any point before the Participant accepts the offer, as described in Subsection F above.

J. To receive Plan benefits, Participants must (1) timely sign and return the Agreements (See Exhibits C and D), (2) retire on their Exit Date, and (3) sign and return the Second Release and Waiver of Claims Agreement (See Exhibit E) within 45 days of their Exit Date. If Participants exercise their right of revocation contained within those agreements (See Exhibits D and E), the Participant will not receive Plan benefits.

Notwithstanding anything herein to the contrary, the employee's participation in the Plan and 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, furlough, or lay-off an employee in accordance with applicable law, University policies and procedures, and any collective bargaining agreements between the University and any labor union representing employees of the University, including without limitation, the Shawnee Education Association (SEA) and the Communications Workers of America (CWA), as applicable. However, if a Participant in the Plan should be laid off and is in an unpaid status, or is otherwise terminated without Cause, he or she will be entitled to Plan benefits on the same schedule that would have applied had he or she continued to work (or continued on approved leave). If a Participant's employment is terminated for Cause prior to his or her Exit Date, all Plan benefits will be forfeited and no benefits will be paid under this Plan.

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

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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

If a Participant dies before receiving all benefits under Section IV of the Plan, those payments will be made as follows:

A. If the Participant dies before their Exit Date, no benefits will be paid under the Plan.

B. If the Participant dies after their Exit Date but before receiving all of the benefits they are entitled to under Section IV, 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. Notwithstanding the previous sentence, if the Participant dies before signing the Second Release and Waiver of Claims Agreement (See Exhibit E), no benefits will be paid under the Plan.

Payment pursuant to Section IV will be made to a beneficiary only upon proper proof submitted to and accepted by the University, establishing legal entitlement to be paid. The University has the sole discretion to determine whether a beneficiary has provided sufficient proper proof.

If a Participant 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 Participant shall receive the Section IV 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. A Participant who becomes disabled will not be able to revoke their retirement or participation in the Plan, except as provided under Sections V.H. and V.I or by the mutual agreement of both the Participant and the University.

VIII. Divorce

To the extent required under any final judgment, decree, or order, including approval of a property settlement agreement (an "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 (an "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 on the same payment schedule as the Participant. The Order must be provided at the same time the Eligible Employee submits the Agreements (See Exhibits C and D) to Human Resources. Any Order received thereafter may be accepted and processed at the University's sole discretion. Any payment made to an Alternate Payee pursuant to this paragraph shall be reduced by required income tax

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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 has been provided with such an Order.

The University, 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. If 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. Assignment

Except as otherwise provided in this Plan, Participants shall not have the right to assign, transfer, pledge, or otherwise convey the right to receive any amount or payments which may become due under this Plan. Any such attempted assignment, transfer, pledge, or other conveyance shall not be recognized by the University.

X. 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 and receive benefits under the Plan shall be required to execute and to deliver to Human Resources of the University all of the following documents in accordance with the requirements of Section V:

Exhibit B – "Election Form" or "Application to Participate"
Exhibit C – "Acceptance of Offer"
Exhibit D – "First Release and Waiver of Claims Agreement"
Exhibit E – "Second Release and Waiver of Claims Agreement"

If a Participant's employment is terminated for Cause prior to his or her Exit Date, all Plan benefits will be forfeited and no benefits will be paid under this Plan.

Unless otherwise provided in this Plan, any references to "days" in this plan document, including Exhibits A – E and Attachment A, means calendar days. If any deadline for an action to be taken pursuant to this Plan would fall on a Saturday, Sunday, or legal holiday, the deadline for such action will be extended to the next calendar day that is not a Saturday, Sunday, or legal holiday.

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XI. Amendment or Termination of Plan

The University, at its discretion, may amend or terminate this Plan, provided 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.

Notwithstanding the foregoing, all Eligible Employees and Participants understand and acknowledge that this Plan is valid subject to the approval of the Shawnee State University Board of Trustees at its meeting on September 15, 2023. All Participants understand and agree that if the Plan is not approved by the Shawnee State University Board of Trustees, the Plan will be rescinded (or if not rescinded, retroactively terminated effective August 14, 2023, at 12:01 am), and all elections made by Eligible Employees and all agreements entered into by Participants pursuant to the Plan will be considered rescinded and void ab initio (*i.e.*, void as of the date of their creation such that they never existed).

XII. 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 a Participant 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 Participant 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.

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EXHIBIT B

APPLICATION TO PARTICIPATE IN 2023 SHAWNEE STATE UNIVERSITY VOLUNTARY RETIREMENT INCENTIVE PROGRAM AND EMPLOYEE ELECTION FORM

Applications to participate in the Shawnee State University Voluntary Retirement Incentive Program will be accepted beginning on August 14, 2023, and ending on September 28, 2023. The University is offering a retirement incentive payment in accordance with the 2023 Voluntary Retirement Incentive Plan documents to employees who are eligible for retirement and retire on or before January 1, 2024.

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

BY SIGNING THE ELECTION FORM YOU HAVE ACKNOWLEDGED THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THE FOLLOWING:

1. I have read all the information provided to me regarding the Plan, including the Plan Document, Exhibits A – E, and Attachment A. I understand that submitting this Election Form indicates my desire to participate in the Plan and that the University has the sole discretion to determine whether to accept or modify my election and make an offer to participate in the Plan, or reject my election.
2. I understand that if I retire under this Plan, I do not qualify for unemployment compensation.
3. **I understand that if the University makes an offer to participate in the Plan, I have five (5) days to accept that offer or the offer will expire. I further understand that if I accept that offer, after my seven (7) day Revocation Period, my resignation and agreement to participate in the Plan are irrevocable.**
4. **I understand that as part of my acceptance of the University's offer, I must sign and return the First Release and Waiver of Claims Agreement with the Acceptance of Offer Agreement.**
5. **I further understand that on or after my Exit Date, I must sign and return the Second Release and Waiver of Claims Agreement. I will have at least 45 days prior to my Exit Date to consider that Agreement. I agree that I will not sign that Agreement prior to my Exit Date.**
6. **I understand that I must sign and not revoke BOTH the First and Second Release and Waiver of Claims Agreements to receive the benefits of this Plan.**
7. 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 personal legal counsel to determine the impact of accepting the retirement incentive and retiring on January 1, 2024, or such alternative retirement date as determined by the University in accordance with the terms of the Plan.
8. I understand that I must continue to fulfill all duties and expectations of my employment during the time period between the date I elect to participate in the Plan and my Exit Date.
9. I understand that participation in this Plan 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.
10. I understand that following my retirement I will not be eligible to participate in any other early retirement program, and that, except as provided in the Plan, 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.

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Secretary, SSU Board of Trustees

Employee Election Form

I hereby voluntarily apply to participate in the 2023 Shawnee State University Voluntary Retirement Incentive Plan. I hereby affirm and acknowledge that I have read and understand this application and have had sufficient time and opportunity to review and discuss it with persons, including personal legal counsel of my choice, and have obtained all the information I need to make this application. I fully understand the meaning of each statement in this application and make this election freely and voluntarily and am not under any pressure or coercion to do so. There are no other representations, promises, understandings, or agreements, written or oral, in relation to my application to participate in the Shawnee State University 2023 Voluntary Retirement Incentive Plan or my resignation and retirement between the University and me except as expressly set forth herein. I have been provided at least 45 days to review and have reviewed the First Release and Waiver of Claims Agreement (Exhibit D) and intend to sign it subject to the 7-day Revocation Period upon the University's acceptance of my election.

I understand and acknowledge that this Plan is valid subject to the approval of the Shawnee State University Board of Trustees at its meeting on September 15, 2023. I understand and agree that if the Plan is not approved by the Shawnee State University Board of Trustees, the Plan will be rescinded (or if not rescinded, retroactively terminated effective August 14, 2023, at 12:01 am), and this election made pursuant to the Plan will be considered rescinded or void ab initio (i.e., void as of the date of its creation such that it never existed).

1. **<u>For Faculty Employees</u>:** Are you electing Section V.A.1. Incentive Payment benefits under Option 1 or Option 2? *(circle one)*	**Option 1:** 75% of Base Rate of Pay	**Option 2:** 50% of Base Rate of Pay with Post-Retirement Part-Time Teaching
2. Instead of the December 31, 2023 retirement date, I request an alternative retirement date of: *(complete with date, if applicable)*	_____	

Employee Name: _____

SSU Employee ID #: _____

Department: _____

Employee Signature: _____

Date: _____

MUST BE POSTMARKED BY SEPTEMBER 28, 2023, OR DELIVERED IN PERSON, BY EMAIL, OR FAX TO HUMAN RESOURCES AND RECEIVED BY 5:00 P.M. ON SEPTEMBER 28, 2023.

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Michael C. McKell
Secretary, SSU Board of Trustees

EXHIBIT C

2023 SHAWNEE STATE UNIVERSITY VOLUNTARY RETIREMENT INCENTIVE PROGRAM ACCEPTANCE OF OFFER FORM

I understand that the University has accepted my election and is extending me an offer to participate in the 2023 Shawnee State University Voluntary Retirement Incentive Plan. I understand that I have five (5) days from the date of the University's offer to accept the University's offer (the "Acceptance Period") or it will be revoked. To accept this offer, I must sign and return this "Acceptance of Offer" and the First Release and Waiver of Claims Agreement (See Exhibit D). Submitting this Acceptance of Offer will make my resignation irrevocable after my seven (7) day Revocation Period. In addition to submitting this Acceptance of Offer, I must also sign and return the First Release and Waiver of Claims Agreement.

IMPORTANT

BY SIGNING THE ACCEPTANCE OF OFFER FORM YOU HAVE ACKNOWLEDGED THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THE FOLLOWING:

1. I have read all the information provided to me regarding the Plan, including the Plan Document, Exhibits A – E, and Attachment A. I understand that my submitting this Acceptance of Offer Form will make my resignation on my Exit Date irrevocable after my seven (7) day Revocation Period.
2. **I have had at least forty-five (45) days to consider the First Release and Waiver of Claims Agreement before I signed it.**
3. **I understand that I have seven (7) days following my signing of this Form and the First Release and Waiver of Claims Agreement to revoke my decision to retire and participate in the Plan. After my seven-day Revocation Period, I cannot change or revoke my agreement to retire and participate in the Plan.**
4. **I further understand that on or after my Exit Date, I must sign and return the Second Release and Waiver of Claims Agreement. I will have at least 45 days prior to my Exit Date to consider that Agreement. I agree that I will not sign the Agreement prior to my Exit Date.**
5. **I understand that I must sign and not revoke BOTH the First and Second Release and Waiver of Claims Agreements to receive the benefits of this Plan. If I fail to sign an agreement or if I revoke an agreement, I will not receive the benefits of this Plan.**
6. I understand that I do not qualify for unemployment compensation.
7. 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 personal legal counsel to determine the impact of accepting the retirement incentive and retiring on January 1, 2024, or such alternative retirement date as determined by the University in accordance with the terms of the Plan.
8. I understand that I must continue to fulfill all duties and expectations of my employment during the time period between the date I accept the University's offer to participate in the Plan and my Exit Date.
9. I understand that participation in this Plan is not a guarantee or promise that the University will not now or in the future reduce its workforce through position elimination or layoff.
10. I understand that following my retirement I will not be eligible to participate in any early retirement program, and that, except as provided in the Plan, I have no right to re-employment with the University. Future employment with the University will be at the sole discretion of the University.

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Secretary, SSU Board of Trustees

Acceptance of Offer Form

I hereby submit my resignation as an employee of Shawnee State University for the purpose of participating in the Shawnee State University 2023 Voluntary Retirement Incentive Plan. I understand and acknowledge that my decision to participate is purely voluntary and that I must retire on my Exit Date, which is the Effective Date of Retirement stated below.

I understand and acknowledge that this Plan is valid subject to the approval of the Shawnee State University Board of Trustees at its meeting on September 15, 2023. I understand and agree that if the Plan is not approved by the Shawnee State University Board of Trustees, the Plan will be rescinded (or if not rescinded, retroactively terminated effective August 14, 2023, at 12:01 am), and this Acceptance of Offer Form entered into pursuant to the Plan will be considered rescinded or void ab initio (i.e., void as of the date of its creation such that it never existed).

I understand that my resignation, after my seven-day Revocation Period, is irrevocable.

Employee Name: _____

SSU Employee ID #: _____

Separation Date (last date worked): _____

Effective Date of Retirement: _____

Faculty Employee Option: _____

_____ _____

Signature of Employee Date

Personal (non-University) Contact Information

Personal Email: _____

Personal Phone Number:

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

_____

President/Designee Date

Received in Human Resources on _____ by HR Representative _____
(Signature)

MUST BE POSTMARKED BY END OF YOUR ACCEPTANCE PERIOD, OR DELIVERED IN PERSON, BY EMAIL, OR BY FAX TO HUMAN RESOURCES AND RECEIVED BY 5:00 P.M. ON THE LAST DATE OF YOUR ACCEPTANCE PERIOD

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Michael C. McKell
Secretary, SSU Board of Trustees

EXHIBIT D

SHAWNEE STATE UNIVERSITY
2023 VOLUNTARY RETIREMENT INCENTIVE PLAN

FIRST RELEASE AND WAIVER OF CLAIMS AGREEMENT

This First 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 retirement incentive benefits in accordance with the terms of the Shawnee State University 2023 Voluntary Retirement Incentive Plan (hereinafter "VRIP" or "Plan");

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

WHEREAS, as a condition of the Employee becoming a Participant in the Plan, the Employee is required to enter into this First Release and Waiver of Claims Agreement within the time periods specified herein; 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 it is not a fringe benefit.

WHEREAS, the Plan is valid subject to the approval of the Shawnee State University Board of Trustees at its meeting on September 15, 2023, and if the Plan is not approved by the Shawnee State University Board of Trustees, the Plan will be rescinded (or if not rescinded, retroactively terminated effective August 14, 2023, at 12:01 am), and this Agreement entered into pursuant to the Plan will be considered rescinded or void ab initio (*i.e.*, void as of the date of its creation such that it never existed); and

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

(1) The Employee by signing this First 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 the University effective January 1, 2024, or on an earlier alternate Exit Date determined by the University based on operational and educational needs but no earlier than November 24, 2023, and (ii) certifying that he or she is eligible to retire as of January 1, 2024, under the applicable state retirement program: State Teachers Retirement System ("STRS"), Ohio Public Employees Retirement System ("OPERS"), or the University's 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

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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 that 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 personal legal counsel prior to executing this Agreement; (ii) is afforded a period of forty-five (45) calendar days to consider the Agreement; (iii) may revoke the Agreement during the seven (7) calendar days following its execution; and (iv) is provided Attachment A, which is a Waiver Disclosure Form containing statistical information about employees who are and are not eligible for the VRIP. **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 personal legal counsel 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. The Employee also does not waive rights and claims that may arise after the date of execution of this Agreement. 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 HUMAN RESOURCES DEPARTMENT 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

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revocation period.

(5) 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 manner; 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.

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

(7) 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.

(8) The Employee waives any right to apply for reemployment or be considered for rehire or reinstatement with the University. Any future employment of the Employee with the University will be at the sole discretion of the University and only at the initiation of the University.

(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). In addition, Eligible Employees and their qualified dependents will continue to be eligible for Educational Benefits as set forth in University Policy No. 4.54 and any University procedures related thereto, and/or any applicable collective bargaining agreement provision. 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

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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 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) If 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) ***The Employee understands, acknowledges, and accepts that this Plan is valid subject to the approval of the Shawnee State University Board of Trustees at its meeting on September 15, 2023, and that if the Plan is not approved by the Shawnee State University Board of Trustees, the Plan will be rescinded (or if not rescinded, retroactively terminated effective August 14, 2023, at 12:01 am), and this Agreement entered into pursuant to the Plan will be considered rescinded or void ab initio (i.e., void as of the date of its creation such that it never existed).***

(16) Signatures:

Shawnee State University

By: _____

Its: _____

Date: _____

Employee

Name: _____

Signature: _____

Date: _____

Certified as True and Correct
September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

EXHIBIT E

SHAWNEE STATE UNIVERSITY
2023 VOLUNTARY RETIREMENT INCENTIVE PLAN

SECOND RELEASE AND WAIVER OF CLAIMS AGREEMENT

This Second 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 has met the requirements to be a Participant of the Shawnee State University 2023 Voluntary Retirement Incentive Plan (hereinafter "VRIP" or "Plan");

WHEREAS, the Employee has indicated that he/she is desirous of receiving certain retirement incentive benefits in accordance with the terms of the Plan;

WHEREAS, as a condition of the Employee receiving those retirement incentive benefits, the Employee is required to enter into this Second Release and Waiver of Claims Agreement within the time periods specified herein, but no earlier than their Exit Date; 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 Second Release and Waiver of Claims Agreement hereby affirms his or her decision to become a Participant in the Plan by agreeing to retire from employment as an Employee of the University effective January 1, 2024, or on an earlier alternate Exit Date determined by the University based on operational and educational needs but no earlier than November 24, 2023, and (ii) certifying that he or she is eligible to retire as of January 1, 2024, under the applicable state retirement program: State Teachers Retirement System ("STRS"), Ohio Public Employees Retirement System ("OPERS"), or the University's 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

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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 that 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 personal legal counsel prior to executing this Agreement; (ii) is afforded a period of forty-five (45) calendar days to consider the Agreement; (iii) may revoke the Agreement during the seven (7) calendar days following its execution; and (iv) is provided Attachment A, which is a Waiver Disclosure Form containing statistical information about employees who are and are not eligible for the VRIP. **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 personal legal counsel 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 HUMAN RESOURCES DEPARTMENT 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 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 manner; and, constitutes their full obligation to one another.

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Secretary, SSU Board of Trustees

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.

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

(7) 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.

(8) The Employee waives any right to apply for reemployment or be considered for 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 only at the initiation of the University.

(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). In addition, Eligible Employees and their qualified dependents will continue to be eligible for Educational Benefits as set forth in University Policy No. 4.54 and any University procedures related thereto, and/or any applicable collective bargaining agreement provision. 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 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

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Michael C. McKee
Secretary, SSU Board of Trustees

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) If 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: _____

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September 25, 2023
Secretary, SSU Board of Trustees

Attachment A

WAIVER DISCLOSURE FORM

The following information about the Shawnee University 2023 Voluntary Retirement Incentive Plan (the "Plan") is provided pursuant to the Older Workers Benefit Protection Act of 1990, which is an amendment to the Age Discrimination in Employment Act (the "ADEA"). This information is intended to assist you in making a fully informed decision whether to participate in the Program.

The University recognizes that this data contains personal information related to age and position titles about you and your colleagues. The University is required by federal law to provide you with this information. The University requests that you are sensitive to the privacy of this information about your colleagues at the University.

The decisional unity and eligibility factors for this Plan include full-time employees of the University (i) who hold an administrative, administrative technical support staff, or public safety personnel position, or who hold a position in a collective bargaining unit; and (ii) who, as of January 1, 2024, either: (a) will be retirement eligible under State Teachers Retirement System ("STRS") or Ohio Public Employees Retirement System ("OPERS"), as applicable; or (b) 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 would have participated if not for his or her ARP election, shall control.

The Plan is not available to: (i) persons who voluntarily separate from service or retire from the University on or before August 14, 2023; (ii) individuals who separate or retire before the University approves their participation and retirement date under this Plan; (iii) part-time, temporary, or intermittent, employees; (iv) special contract employees; (v) an employee who has previously participated in an early retirement program or "window program" offered by the University; (vi) an employee who has received notice of separation of service or termination of employment on or before August 14, 2023, including notification of denial of tenure or a nonrenewal of an employment agreement; and (vii) employees with an executive employment agreement.

The below information lists number of employees who are potentially eligible for and not eligible for the Shawnee University 2023 Voluntary Retirement Incentive Plan, by age and job categories, based on University records. The University does not have record of Ohio public service prior to University employment that might make an employee retirement eligible and is limited to the information it has in its own records regarding employee retirement eligibility.

Please note that the below information is current as of August 14, 2023, and is subject to change.

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Age	Faculty (*Eligible*)	Faculty *(Not Eligible)*	Administrator (*Eligible*)	Administrator *(Not Eligible)*	Support Staff (*Eligible*)	Support Staff *(Not Eligible)*
20	0	0	0	0	0	1
21	0	0	0	0	0	0
22	0	0	0	1	0	0
23	0	0	0	0	0	0
24	0	0	0	2	0	2
25	0	0	0	4	0	1
26	0	0	0	3	0	2
27	0	0	0	1	0	0
28	0	0	0	3	0	2
29	0	0	0	5	0	4
30	0	1	0	2	0	1
31	0	0	0	2	0	2
32	0	0	0	1	0	1
33	0	0	0	2	0	0
34	0	2	0	4	0	0
35	0	2	0	2	0	2
36	0	3	0	5	0	3
37	0	1	0	2	0	0
38	0	6	0	3	0	0
39	0	1	0	2	0	2
40	0	1	0	5	0	1
41	0	2	0	4	0	1
42	0	2	0	3	0	0
43	0	4	0	2	0	1
44	0	3	0	3	0	2
45	0	3	0	5	0	1
46	0	2	0	4	0	2
47	0	3	0	6	0	2
48	0	6	0	1	0	0
49	0	4	0	1	0	4
50	0	8	0	3	0	1
51	0	6	0	2	0	0
52	0	5	0	2	0	5
53	0	3	0	3	0	2
54	0	6	2	2	0	1
55	0	3	2	1	0	1
56	0	2	0	0	2	2
57	1	2	2	1	1	1

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Michael C. McKee
Secretary, SSU Board of Trustees

58	2	5	0	4	0	0
59	0	4	1	4	0	2
60	6	0	3	0	0	1
61	3	0	4	0	1	1
62	3	0	2	2	3	0
63	3	0	2	0	1	1
64	3	0	0	1	0	0
65	4	0	2	0	1	0
66	3	1	0	0	0	0
67	1	0	1	0	1	0
68	1	0	2	0	0	0
69	1	0	0	0	1	1
70	0	0	0	0	1	0
71	0	0	0	0	0	0
72	0	0	1	0	0	0
Total	**31**	**91**	**24**	**103**	**12**	**56**

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September 25, 2023
Secretary, SSU Board of Trustees

Shawnee State University
2023 Voluntary Retirement Incentive Program
Information Sheet

- The University is offering the below retirement incentive, in accordance with the 2023 Voluntary Retirement Incentive Program plan document, to employees who are eligible for retirement and retire on or before January 1, 2024. This information sheet is intended as a summary and to the extent it conflicts with the plan document, the plan document shall govern.

  Faculty

  - **Incentive payment**: employees will receive a payment of either:

    a) the amount of 75% of their FY24 base salary with payment made on or around January 1, 2024; **OR**

    b) the amount of 50% of their FY24 base salary with payment made on or around January 1, 2024 with the option to teach part-time for two semesters (max of 6 credit hours per semester for non-lab courses; max of 8 credit hours per semester for lab courses). Retirees' compensation for part-time instruction under this arrangement will be $1500 per credit hour.

  - **Medical insurance supplement**: employees who elected either (a) or (b), above and who are approved by the University, will also receive two taxable payments in the amount of $10,000. The first payment will be made on or around January 1, 2024 and the second on or around January 1, 2025.

  Administrative & Support Staff

  - **Incentive payment:** employees will receive a payment in the amount of 50% of their FY24 base salary with payment made on or around January 1, 2024.

  - **Medical insurance supplement**: employees will also receive two taxable payments in the amount of $10,000. The first payment will be made on or around January 1, 2024 and the second on or around January 1, 2025.

- Participation in this opportunity is wholly voluntary and at the election of the employee, subject to approval by the University. Qualified employees are neither encouraged nor required to apply, nor discouraged or prohibited from applying.

- Those who participate in the program must agree to end employment with the University no later than **December 31, 2023, or no later than December 31, 2024 if they choose option b of the faculty plan,** to qualify for the incentive.

As of: August 10, 2023

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Secretary, SSU Board of Trustees

Incentive Eligibility & Application Process

- The incentive is open to employees who:
  a) Are employed at the University on August 14, 2023; and
  b) Will be eligible for service retirement (unreduced or reduced) through Ohio Public Employees Retirement System (OPERS) or State Teachers Retirement System (STRS), or are participants in the Alternative Retirement Plan who would have been considered retirement eligible under OPERS or STRS (reduced or unreduced) based on age and years of service, **as of January 1, 2024**.

- The Human Resources Department is sending this information to all employees, as the university may not have record of prior Ohio public service that might make an employee eligible.

- The University reserves the right to determine whether to accept, modify, or reject an employee's election 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.

- Applications for inclusion in a Shawnee State University Retirement Incentive will be accepted beginning **August 14, 2023 and will continue through September 28, 2023**.

- Selected employees will be notified whether their application is accepted **no later than October 5, 2023**.

- Applicants who are selected will have five (5) days, **no later than October 10, 2023**, to accept the offer of the retirement incentive on a form provided by the University. If the offer is not accepted by the applicant, the University will offer the incentive to the next eligible person on the list.

General Information

- Retirement incentives are subject to income tax but are not subject to retirement contributions or included in the University life insurance coverage calculation.

- Employees who elect to participate in the retirement incentive program will not qualify for unemployment compensation.

- Employees who are members of OPERS or STRS may wish to consult with a counselor at OPERS or STRS to determine the impact of accepting the retirement incentive and retiring on or before January 1, 2024. Employees who participate in the Shawnee State 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 January 1, 2024.

- Employees may, at their own expense, wish to consult with their legal counsel, accountant, financial advisor, or similar professional before making application to or accepting any offer to participate in the Shawnee State University Retirement Incentive Program.

- 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, furlough, or layoff.

- Participants' future employment with the University will be at the sole discretion of the University. No person who applies for or accepts this benefit is guaranteed re-employment with the University following retirement unless stated otherwise in the 2023 Voluntary Retirement Incentive Program plan document.

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September 25, 2023
Secretary, SSU Board of Trustees

RESOLUTION F23-23

APPROVAL OF REVISED STUDENT FEES

WHEREAS, Resolution F18-23 (copy attached) adopted the tuition and student fees for AY2023-24 at the June 23, 2023 Board of Trustees meeting; and

WHEREAS, after adoption of the increase, inconsistencies were found on some of the student fees, including course fees, career service fees for graduate programs and Cedar House residential fee; and

WHEREAS, student elective service charges for residential unit "buy-out" options were omitted from the original schedule of housing fees: and

WHEREAS, approval of Am. Sub. H.B. 33 of the 135th General Assembly provided details regarding allowable College Credit Plus fees for AY 2023-24;

THEREFORE, BE IT RESOLVED that the Board of Trustees approves the revised student fees schedules as attached.

(September 15, 2023)

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September 25, 2023
Secretary, SSU Board of Trustees

RESOLUTION F18-23

APPROVAL OF AY2023-24
TUITION AND STUDENT FEES

WHEREAS, tuition and general fees are utilized for instructional needs, student support services and programming, and institutional operations; and

WHEREAS, Shawnee State University, like all public universities, must proceed with pricing of services in order to perform normal business operations and finalize the University's FY2024 operating budget, the President recommends approval of the tuition and fees schedules (attached) for the following categories:

- Undergraduate Tuition
  - Shawnee Advantage (Autumn 2023 – Spring 2027)
  - Shawnee Advantage – returning cohorts
  - Continuing Cohorts (Non-Guarantee)
- Graduate Tuition
- Course and Program Fees
- Other Student Fees
- Residential
  - Autumn 2023 Shawnee Advantage
    - Housing and Meal Plan Rates, Residential Connectivity Fee, Residential Student Programming Fee (effective Autumn 2023 – Spring 2027)
  - Autumn 2023 Continuing and Returning
    - Housing and Meal Plan Rates, Residential Connectivity Fee, Residential Student Programming Fee

THEREFORE, BE IT RESOLVED that the Board of Trustees approves the proposed tuition and fees schedules subject to the adoption of the Ohio biennial budget for fiscal years 2024 and 2025, and contingent upon approval by the Ohio Department of Higher Education (ODHE).

(June 23, 2023)

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September 25, 2023
Michael C. McKell
Secretary, SSU Board of Trustees

Shawnee State University

2023-24 Academic Year

Course Fees

**effective Autumn2023*

Course Fees	AY 2022-23	AY 2023-24
Per Term		
Education Field Fee (EDU1)	$ 350.00	$ 350.00
Education Field Fee (EDU2)	$ 175.00	$ 175.00
Study Abroad Course Fee (CIPA)	$ 120.00	$ 120.00
Transition to Registered Nursing (AHNR)	$ -	**$ 85.00**
Per Credit Hour		
Arts - Tier 1 (ART1)	$ 10.00	$ 10.00
Arts - Tier 2 (ART2)	$ 20.00	$ 20.00
Arts - Tier 3 (ART3)	$ 30.00	$ 30.00
Athletic Training (ATTR)	$ 25.00	$ 25.00
Biology (BIOL)	$ 25.00	**$ 30.00**
Health Science (BSHS)	$ 5.00	$ 5.00
Business (BUSI)	$ 10.00	$ 10.00
Chemistry (CHEM)	$ 25.00	**$ 30.00**
Dental Hygiene (DTHY)	$ 45.00	$ 45.00
Developmental Mathematics (UNC3)	$ 17.00	$ 17.00
Developmental Reading and Writing (UNC1)	$ 3.00	$ 3.00
Education (EDUC)	$ 15.00	$ 15.00
Education, Graduate (MEUC)	$ 20.00	$ 20.00
Education, Graduate Curriculum & Instruction (MECI)	$ 20.00	$ 20.00
Education, Graduate Intervention Specialist (MEIS)	$ 20.00	$ 20.00
Emergency Medical Technology (EMTP)	$ 20.00	$ 20.00
Engineering Technologies (ENGT)	$ 22.00	**$ 27.00**
Exercise Science (SSES)	$ 15.00	**$ 25.00**
First Year Experience (UNC2)	$ 12.00	$ 12.00
Health Care Administration (BUHE)	$ 20.00	$ 20.00
Humanities (HUMA)	$ 10.00	$ 10.00
Information Security **(INSE)**	$ 45.00	$ 45.00
Information Systems (BUIS)	$ 45.00	$ 45.00
Information Systems (ISMA)*	**$ 45.00**	**$ 45.00**
Mathematics, Graduate - Off-Campus Cohorts (MTH4)	$ 60.00	$ 60.00
Mathematics, Graduate (MTH1)	$ 15.00	$ 15.00
Mathematics, Graduate (MTH3)	$ 35.00	$ 35.00
Mathematics, Undergraduate (MATH)	$ 15.00	$ 15.00
Medical Laboratory Technology (MLTC)	$ 25.00	$ 25.00
Natural Science (NSCI)	$ 25.00	**$ 30.00**
Nursing, A.A.S. (ADNR)	$ 25.00	**$ 35.00**
Nursing, B.S. (BSNR)	$ 25.00	**$ 35.00**
Occupational Therapy Assistant (OTAT)	$ 20.00	$ 20.00
Occupational Therapy, Graduate (MOT)	$ 75.00	$ 75.00
Physical Education - Tier 1 (SPST1)	$ 10.00	$ 10.00
Physical Education - Tier 2 (SPST2)	$ 15.00	$ 15.00
Physical Education - Tier 3 (SPST3)	$ 20.00	$ 20.00
Physical Therapist Assistant (PTAT)	$ 20.00	$ 20.00
Radiologic Technology (RDLT)	$ 25.00	$ 25.00
Respiratory Therapy (RPTT)	$ 25.00	$ 25.00
Rhetoric, Graduate (RHET)	$ 20.00	$ 20.00
Social Science (SSCI)	$ 12.00	$ 12.00
Sports Management (SSSM)	$ 15.00	$ 15.00

Note: Fee schedule contingent upon approval by ODHE.

*Creating a separate fee code for this new program, which spun out from the Information Systems program and is administered by a different academic department.

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September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

2023-24 Academic Year

Non-Guarantee Undergraduate Tuition Schedule

effective Autumn Semester 2023

Full-Time (12-18 credit hours)	AY 2022-23 (per semester)	AY2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 3,378.84	$ 3,378.84	0.0%
General Fee	$ 372.84	$ 372.84	0.0%
Technology Fee	$ 67.44	$ 67.44	0.0%
Total In-State Tuition	**$ 3,819.12**	**$ 3,819.12**	0.0%
Out-of-State Surcharge (does not apply to students from counties included in reciprocal agreements; Kentucky residents may be eligible for the Kentucky Scholars Program)	$ 3,172.56	$ 3,267.74	3.0%
Other Fees			
Career & Advising Services Fee	$ 48.00	$ 48.00	0.0%
Student Services Fee	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee	$ 25.00	$ 25.00	0.0%
University Center Bond Fee	$ 150.00	$ 150.00	0.0%

Part-Time (up to and including 11 credit hours and over 18 credit hours)	AY 2022-23 (per semester)	AY2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 281.57	$ 281.57	0.0%
General Fee	$ 31.07	$ 31.07	0.0%
Technology Fee	$ 5.62	$ 5.62	0.0%
Total In-State Tuition	**$ 318.26**	**$ 318.26**	0.0%
Out-of-State Surcharge (does not apply to students from counties included in reciprocal agreements; Kentucky residents may be eligible for the Kentucky Scholars Program)	$ 264.38	$ 272.31	3.0%
Other Fees			
Career & Advising Services Fee	$ 4.00	$ 4.00	0.0%
Student Services Fee*	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee*	$ 25.00	$ 25.00	0.0%
University Center Bond Fee**	$ 12.50	$ 12.50	0.0%

Alternative Tuition for Special Programs	AY 2022-23 (per credit hour)	AY2023-24 (per semester)	% chg fr AY22-23
College Credit Plus*** (Off-Campus Instruction)	$ 41.64	$ 41.64	
College Credit Plus*** (On-Campus Instruction)	$ 166.55	$ 166.55	

*Flat fee billed to students enrolled in 6 or more credit hours

**Maximum of $150 per semester; not charged for hours over 18

***College Credit Plus "Option G" students pay standard undergraduate tuition rates

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September 25, 2023

Secretary, SSU Board of Trustees

2023-24 Academic Year
Graduate Tuition Schedule

effective Autumn Semester 2023

Full-Time *(9 - 16 credit hours)*	AY 2022-23 (per semester)	AY 2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 4,743.81	$ 4,886.12	3.0%
General Fee	$ 136.89	$ 141.00	3.0%
Technology Fee	$ 47.34	$ 48.76	3.0%
Total In-State Tuition	**$ 4,928.04**	**$ 5,075.88**	3.0%
Out-of-State Surcharge*	$ 4,252.50	$ 4,380.08	3.0%
Other Fees			
~~Career Services Fee~~	~~$ 48.00~~	~~$ 48.00~~	0.0%
Student Services Fee	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee	$ 25.00	$ 25.00	0.0%
University Center Bond Fee	$ 150.00	$ 150.00	0.0%

Part-Time *(up to and including 8 credit hours and over 16 credit hours)*	AY 2022-23 (per credit hr)	AY 2023-24 (per credit hr)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 527.09	$ 542.90	3.0%
General Fee	$ 15.21	$ 15.67	3.0%
Technology Fee	$ 5.26	$ 5.42	3.0%
Total In-State Tuition	**$ 547.56**	**$ 563.99**	3.0%
Out-of-State Surcharge*	$ 472.50	$ 486.68	3.0%
Other Fees			
~~Career Services Fee (per cr hr)~~	~~$ 4.00~~	~~$ 4.00~~	0.0%
Student Services Fee**	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee**	$ 25.00	$ 25.00	0.0%
University Center Bond Fee***	$ 12.50	$ 12.50	0.0%

Graduate Workshop Credit	AY 2022-23 (per credit hr)	AY 2023-24 (per credit hr)	% chg fr AY22-23
Graduate Workshop Credit	$ 150.00	$ 150.00	0.0%

*Out-of-State surcharge does not apply to students from counties included in reciprocal agreements.

**Flat fee billed to students enrolled in 6 or more credit hours.

***Maximum of $150 per semester; not charged for hours over 16.

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Secretary, SSU Board of Trustees

2023-24 Academic Year
MBA Graduate Tuition Schedule

effective Autumn Semester 2023

Full-Time *(9 - 16 credit hours)*	AY 2022-23 (per semester)	AY 2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	N/A****	$ 5,374.71	0.0%
General Fee	N/A****	$ 155.13	0.0%
Technology Fee	N/A****	$ 53.66	0.0%
Total In-State Tuition	N/A****	**$ 5,583.50**	0.0%
Out-of-State Surcharge*	N/A****	$ 4,818.13	0.0%
Other Fees			
~~Career Services Fee~~			
Student Services Fee	N/A****	$ 25.00	0.0%
Health & Wellness Fee	N/A****	$ 25.00	0.0%
University Center Bond Fee	N/A****	$ 150.00	0.0%

Part-Time *(up to and including 8 credit hours and over 16 credit hours)*	AY 2022-23 (per credit hr)	AY 2023-24 (per credit hr)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	N/A****	$ 597.19	0.0%
General Fee	N/A****	$ 17.24	0.0%
Technology Fee	N/A****	$ 5.96	0.0%
Total In-State Tuition	N/A****	**$ 620.39**	0.0%
Out-of-State Surcharge*	N/A****	$ 535.34	0.0%
Other Fees			
~~Career Services Fee~~	~~N/A****~~	~~$ 4.00~~	
Student Services Fee**	N/A****	$ 25.00	0.0%
Health & Wellness Fee**	N/A****	$ 25.00	0.0%
University Center Bond Fee***	N/A****	$ 12.50	0.0%

*Out-of-State surcharge does not apply to students from counties included in reciprocal agreements.

**Flat fee billed to students enrolled in 6 or more credit hours.

***Maximum of $150 per semester; not charged for hours over 16.

****AY2023/24 is the initial year for the MBA Program

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Residential and Meal Plan Rates

2023-2024 Academic Year

Non-guarantee (continuing)

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year	% Change from AY2022-23
Private	$4,081	$8,162	3.0%
Double	$3,406	$6,812	3.0%
Double Buy Out (Campus View)	$4,489	$8,978	3.0%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double Buy Out (Apartment)	$4,754	$9,508	3.0%
Double	$3,406	$6,812	3.0%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	~~$3,433~~ $3,432	~~$6,866~~ $6,864	3.0%
Double	$2,811	$5,622	3.0%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,432	$6,864	3.0%
Double	$2,811	$5,622	3.0%

Triple rooms are offered at the discretion of the University.

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
19 Meals per Week	$2,192	$4,384	3.0%
15 Meals per Week	$2,089	$4,178	3.0%
12 Meals per Week	$1,881	$3,762	3.0%
5 Meals per Week	$990	$1,980	3.0%

Residential Connectivity Fee

Semester Cost	Academic Year
$135.00	$270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$16.00	$32.00

[2]All meal plans include $35 flex dollars per semester.

Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

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Housing and Meal Plan Rates
Shawnee Advantage Cohort F

effective Autumn 2023 through Spring 2027

Campus View / Tanner Place[1]

Room Type	Semester Cost	Academic Year	
Private	$ 4,421.00	$ 8,842.00	3.0%
Double	$ 3,540.00	$ 7,080.00	3.0%
Double Buy Out (Campus View)	$ 4,863.00	$ 9,726.00	3.0%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double Buy Out (Apartment)	$ 4,840.00	$ 9,680.00	3.0%
Double	$ 3,540.00	$ 7,080.00	3.0%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	$ 3,747.00	$ 7,494.00	3.0%
Double	$ 2,922.00	$ 5,844.00	3.0%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$ 3,747.00	$ 7,494.00	3.0%
Double	$ 2,922.00	$ 5,844.00	3.0%

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
Unlimited Meal Plan	$ 2,292.00	$ 4,584.00	3.0%
15 Meals per Week	$ 2,185.00	$ 4,370.00	3.0%
12 Meals per Week	$ 1,968.00	$ 3,935.99	3.0%
5 Meals per Week	$ 990.00	$ 1,980.00	3.0%

Residential Connectivity Fee

Semester Cost	Academic Year	
$ 135.00	$ 270.00	0%

Residential Student Programming Fee

Semester Cost	Academic Year	
$ 16.00	$ 32.00	0%

[2]All meal plans except 5 meals per week include $35 flex dollars per semester.

Freshmen campus residents are assigned the Unlimited meal plan; sophomores may select 12 or 15 meal plan; juniors or seniors may opt not to participate in a meal plan. 5 meals per week only available to juniors, seniors, and commuters.

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Housing and Meal Plan Rates
Shawnee Advantage Cohort E

effective Autumn 2022 through Spring 2026

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year
Private	$ 4,292.00	$ 8,584.00
Double	$ 3,436.00	$ 6,873.00
Double Buy Out (Campus View)	$ 4,721.00	$ 9,442.00

Bridgeview Court

Room Type	Semester Cost	Academic Year
Double	$ 3,436.00	$ 6,872.00
Double Buy Out (Apartment)	$ 4,699.00	$ 9,398.00

Cedar House

Room Type	Semester Cost	Academic Year
Double Buy Out	$ 3,637.00	$ 7,274.00
Double	$ 2,836.00	$ 5,672.00

University Townhouse

Room Type	Semester Cost	Academic Year
Double Buy Out	$ 3,637.00	$ 7,274.00
Double	$ 2,836.00	$ 5,672.00

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year
Unlimited Meal Plan	$ 2,225.00	$ 4,450.00
15 Meals per Week	$ 2,121.00	$ 4,242.00
12 Meals per Week	$ 1,910.00	$ 3,820.00
5 Meals per Week	$ 961.00	$ 1,922.00

[2]All meal plans except 5 meals per week include $35 flex dollars per semester.

Freshmen campus residents are assigned the Unlimited meal plan; sophomores may select 12 or 15 meal plan; juniors or seniors may opt not to participate in a meal plan. 5 meals per week only available to juniors, seniors, and commuters.

Residential Connectivity Fee

Semester Cost	Academic Year
$ 135.00	$ 270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$ 16.00	$ 32.00

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Secretary, SSU Board of Trustees

Residential and Meal Plan Rates

2021-2022 Academic Year
Guarantee - Cohort D
2021-2025
REVISED

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year	% Change
Private	$4,117	$8,234	0%
Double	$3,436	$6,872	0%
Double Buy Out (Campus View)	$4,529	$9,058	0%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double	$3,436	$6,872	0%
Double Buy Out (Apartment)	$4,524	$9,048	0%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,924	0%
Double	$2,836	$5,672	0%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,924	0%
Double	$2,836	$5,672	0%

-Triple rooms are offered at the discretion of the University.
[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
Unlimited Meal Plan	$2,127	$4,254	3.00%
15 Meals per Week	$2,028	$4,056	3.00%
12 Meals per Week	$1,826	$3,652	3.00%

[2]All meal plans include $35 flex dollars per semester.
Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

Residential Connectivity Fee

Semester Cost	Academic Year
$135.00	$270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$16.00	$32.00

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Michael C. McKee
Secretary, SSU Board of Trustees

Shawnee State University

Residential and Meal Plan Rates

2020-2021 Academic Year
Guarantee - Cohort C
2020-2024

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year	% Change
Private	$4,117	$8,234	4.10%
Double	$3,436	$6,873	4.10%
Double Buy Out (Campus View)	$4,529	$9,058	4.10%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double	$3,436	$6,873	4.10%
Double Buy Out (Apartment)	$4,524	$9,048	4.10%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,925	4.10%
Double	$2,836	$5,671	4.10%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,925	4.10%
Double	$2,836	$5,671	4.10%

Triple rooms are offered at the discretion of the University.

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
19 Meals per Week	$2,065	$4,131	4.10%
15 Meals per Week	$1,969	$3,937	4.10%
12 Meals per Week	$1,773	$3,546	4.10%

[2]All meal plans include $35 flex dollars per semester.

Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

Residential Connectivity Fee

Semester Cost	Academic Year
$135.00	$270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$16.00	$32.00

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Secretary, SSU Board of Trustees

Residential and Meal Plan Rates

2019-2020 Academic Year
Guarantee - Cohort B
2019-2023

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year
Private	$3,955	$7,910
Double	$3,301	$6,602
Double Buy Out (Campus View)	$4,351	$8,702

Bridgeview Court

Room Type	Semester Cost	Academic Year
Double	$3,301	$6,602
Double Buy Out (Apartment)	$4,346	$8,692

Cedar House

Room Type	Semester Cost	Academic Year
Double Buy Out	$3,326	$6,652
Double	$2,724	$5,448

University Townhouse

Room Type	Semester Cost	Academic Year
Double Buy Out	$3,326	$6,652
Double	$2,724	$5,448

¨Triple rooms are offered at the discretion of the University.
[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year
19 Meals per Week	$1,984	$3,968
15 Meals per Week	$1,891	$3,782
12 Meals per Week	$1,703	$3,406

[2]All meal plans include $35 flex dollars per semester.
Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

Residential Connectivity Fee

Semester Cost	Academic Year
$130.00	$260.00

Residential Student Programming Fee

Semester Cost	Academic Year
$15.00	$30.00

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September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

Shawnee State University

2023-24 Academic Year

Course Fees

**effective Autumn2023*

Course Fees	AY 2022-23	AY 2023-24
Per Term		
Education Field Fee (EDU1)	$ 350.00	$ 350.00
Education Field Fee (EDU2)	$ 175.00	$ 175.00
Study Abroad Course Fee (CIPA)	$ 120.00	$ 120.00
Transition to Registered Nursing (AHNR)	$ -	**$ 85.00**
Per Credit Hour		
Arts - Tier 1 (ART1)	$ 10.00	$ 10.00
Arts - Tier 2 (ART2)	$ 20.00	$ 20.00
Arts - Tier 3 (ART3)	$ 30.00	$ 30.00
Athletic Training (ATTR)	$ 25.00	$ 25.00
Biology (BIOL)	$ 25.00	**$ 30.00**
Health Science (BSHS)	$ 5.00	$ 5.00
Business (BUSI)	$ 10.00	$ 10.00
Chemistry (CHEM)	$ 25.00	**$ 30.00**
Dental Hygiene (DTHY)	$ 45.00	$ 45.00
Developmental Mathematics (UNC3)	$ 17.00	$ 17.00
Developmental Reading and Writing (UNC1)	$ 3.00	$ 3.00
Education (EDUC)	$ 15.00	$ 15.00
Education, Graduate (MEUC)	$ 20.00	$ 20.00
Education, Graduate Curriculum & Instruction (MECI)	$ 20.00	$ 20.00
Education, Graduate Intervention Specialist (MEIS)	$ 20.00	$ 20.00
Emergency Medical Technology (EMTP)	$ 20.00	$ 20.00
Engineering Technologies (ENGT)	$ 22.00	**$ 27.00**
Exercise Science (SSES)	$ 15.00	**$ 25.00**
First Year Experience (UNC2)	$ 12.00	$ 12.00
Health Care Administration (BUHE)	$ 20.00	$ 20.00
Humanities (HUMA)	$ 10.00	$ 10.00
Information Security **(INSE)**	$ 45.00	$ 45.00
Information Systems (BUIS)	$ 45.00	$ 45.00
Information Systems (ISMA)*	**$ 45.00**	**$ 45.00**
Mathematics, Graduate - Off-Campus Cohorts (MTH4)	$ 60.00	$ 60.00
Mathematics, Graduate (MTH1)	$ 15.00	$ 15.00
Mathematics, Graduate (MTH3)	$ 35.00	$ 35.00
Mathematics, Undergraduate (MATH)	$ 15.00	$ 15.00
Medical Laboratory Technology (MLTC)	$ 25.00	$ 25.00
Natural Science (NSCI)	$ 25.00	**$ 30.00**
Nursing, A.A.S. (ADNR)	$ 25.00	**$ 35.00**
Nursing, B.S. (BSNR)	$ 25.00	**$ 35.00**
Occupational Therapy Assistant (OTAT)	$ 20.00	$ 20.00
Occupational Therapy, Graduate (MOT)	$ 75.00	$ 75.00
Physical Education - Tier 1 (SPST1)	$ 10.00	$ 10.00
Physical Education - Tier 2 (SPST2)	$ 15.00	$ 15.00
Physical Education - Tier 3 (SPST3)	$ 20.00	$ 20.00
Physical Therapist Assistant (PTAT)	$ 20.00	$ 20.00
Radiologic Technology (RDLT)	$ 25.00	$ 25.00
Respiratory Therapy (RPTT)	$ 25.00	$ 25.00
Rhetoric, Graduate (RHET)	$ 20.00	$ 20.00
Social Science (SSCI)	$ 12.00	$ 12.00
Sports Management (SSSM)	$ 15.00	$ 15.00

Note: Fee schedule contingent upon approval by ODHE.

*Creating a separate fee code for this new program, which spun out from the Information Systems program and is administered by a different academic department.

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September 25, 2023
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Secretary, SSU Board of Trustees

2023-24 Academic Year

Non-Guarantee Undergraduate Tuition Schedule

effective Autumn Semester 2023

Full-Time (12-18 credit hours)	AY 2022-23 (per semester)	AY2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 3,378.84	$ 3,378.84	0.0%
General Fee	$ 372.84	$ 372.84	0.0%
Technology Fee	$ 67.44	$ 67.44	0.0%
Total In-State Tuition	**$ 3,819.12**	**$ 3,819.12**	0.0%
Out-of-State Surcharge (does not apply to students from counties included in reciprocal agreements; Kentucky residents may be eligible for the Kentucky Scholars Program)	$ 3,172.56	$ 3,267.74	3.0%
Other Fees			
Career & Advising Services Fee	$ 48.00	$ 48.00	0.0%
Student Services Fee	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee	$ 25.00	$ 25.00	0.0%
University Center Bond Fee	$ 150.00	$ 150.00	0.0%

Part-Time (up to and including 11 credit hours and over 18 credit hours)	AY 2022-23 (per semester)	AY2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 281.57	$ 281.57	0.0%
General Fee	$ 31.07	$ 31.07	0.0%
Technology Fee	$ 5.62	$ 5.62	0.0%
Total In-State Tuition	**$ 318.26**	**$ 318.26**	0.0%
Out-of-State Surcharge (does not apply to students from counties included in reciprocal agreements; Kentucky residents may be eligible for the Kentucky Scholars Program)	$ 264.38	$ 272.31	3.0%
Other Fees			
Career & Advising Services Fee	$ 4.00	$ 4.00	0.0%
Student Services Fee*	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee*	$ 25.00	$ 25.00	0.0%
University Center Bond Fee**	$ 12.50	$ 12.50	0.0%

Alternative Tuition for Special Programs	AY 2022-23 (per credit hour)	AY2023-24 (per semester)	% chg fr AY22-23
College Credit Plus*** (Off-Campus Instruction)	$ 41.64	$ 41.64	
College Credit Plus*** (On-Campus Instruction)	$ 166.55	$ 166.55	

*Flat fee billed to students enrolled in 6 or more credit hours

**Maximum of $150 per semester; not charged for hours over 18

***College Credit Plus "Option G" students pay standard undergraduate tuition rates

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2023-24 Academic Year
Graduate Tuition Schedule

effective Autumn Semester 2023

Full-Time *(9 - 16 credit hours)*	AY 2022-23 (per semester)	AY 2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 4,743.81	$ 4,886.12	3.0%
General Fee	$ 136.89	$ 141.00	3.0%
Technology Fee	$ 47.34	$ 48.76	3.0%
Total In-State Tuition	**$ 4,928.04**	**$ 5,075.88**	3.0%
Out-of-State Surcharge*	$ 4,252.50	$ 4,380.08	3.0%
Other Fees			
~~Career Services Fee~~	~~$ 48.00~~	~~$ 48.00~~	0.0%
Student Services Fee	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee	$ 25.00	$ 25.00	0.0%
University Center Bond Fee	$ 150.00	$ 150.00	0.0%

Part-Time *(up to and including 8 credit hours and over 16 credit hours)*	AY 2022-23 (per credit hr)	AY 2023-24 (per credit hr)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	$ 527.09	$ 542.90	3.0%
General Fee	$ 15.21	$ 15.67	3.0%
Technology Fee	$ 5.26	$ 5.42	3.0%
Total In-State Tuition	**$ 547.56**	**$ 563.99**	3.0%
Out-of-State Surcharge*	$ 472.50	$ 486.68	3.0%
Other Fees			
~~Career Services Fee (per cr hr)~~	~~$ 4.00~~	~~$ 4.00~~	0.0%
Student Services Fee**	$ 25.00	$ 25.00	0.0%
Health & Wellness Fee**	$ 25.00	$ 25.00	0.0%
University Center Bond Fee***	$ 12.50	$ 12.50	0.0%

Graduate Workshop Credit	AY 2022-23 (per credit hr)	AY 2023-24 (per credit hr)	% chg fr AY22-23
Graduate Workshop Credit	$ 150.00	$ 150.00	0.0%

*Out-of-State surcharge does not apply to students from counties included in reciprocal agreements.

**Flat fee billed to students enrolled in 6 or more credit hours.

***Maximum of $150 per semester; not charged for hours over 16.

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2023-24 Academic Year
MBA Graduate Tuition Schedule

effective Autumn Semester 2023

Full-Time *(9 - 16 credit hours)*	AY 2022-23 (per semester)	AY 2023-24 (per semester)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	N/A****	$ 5,374.71	0.0%
General Fee	N/A****	$ 155.13	0.0%
Technology Fee	N/A****	$ 53.66	0.0%
Total In-State Tuition	N/A****	**$ 5,583.50**	0.0%
Out-of-State Surcharge*	N/A****	$ 4,818.13	0.0%
Other Fees			
~~Career Services Fee~~			
Student Services Fee	N/A****	$ 25.00	0.0%
Health & Wellness Fee	N/A****	$ 25.00	0.0%
University Center Bond Fee	N/A****	$ 150.00	0.0%

Part-Time *(up to and including 8 credit hours and over 16 credit hours)*	AY 2022-23 (per credit hr)	AY 2023-24 (per credit hr)	% chg fr AY22-23
In-State Tuition			
Instructional Fee	N/A****	$ 597.19	0.0%
General Fee	N/A****	$ 17.24	0.0%
Technology Fee	N/A****	$ 5.96	0.0%
Total In-State Tuition	N/A****	**$ 620.39**	0.0%
Out-of-State Surcharge*	N/A****	$ 535.34	0.0%
Other Fees			
~~Career Services Fee~~	~~N/A****~~	~~$ 4.00~~	
Student Services Fee**	N/A****	$ 25.00	0.0%
Health & Wellness Fee**	N/A****	$ 25.00	0.0%
University Center Bond Fee***	N/A****	$ 12.50	0.0%

*Out-of-State surcharge does not apply to students from counties included in reciprocal agreements.

**Flat fee billed to students enrolled in 6 or more credit hours.

***Maximum of $150 per semester; not charged for hours over 16.

****AY2023/24 is the initial year for the MBA Program

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Secretary, SSU Board of Trustees

Residential and Meal Plan Rates

2023-2024 Academic Year

Non-guarantee (continuing)

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year	% Change from AY2022-23
Private	$4,081	$8,162	3.0%
Double	$3,406	$6,812	3.0%
Double Buy Out (Campus View)	$4,489	$8,978	3.0%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double Buy Out (Apartment)	$4,754	$9,508	3.0%
Double	$3,406	$6,812	3.0%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	~~$3,433~~ $3,432	~~$6,866~~ $6,864	3.0%
Double	$2,811	$5,622	3.0%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,432	$6,864	3.0%
Double	$2,811	$5,622	3.0%

Triple rooms are offered at the discretion of the University.

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
19 Meals per Week	$2,192	$4,384	3.0%
15 Meals per Week	$2,089	$4,178	3.0%
12 Meals per Week	$1,881	$3,762	3.0%
5 Meals per Week	$990	$1,980	3.0%

Residential Connectivity Fee

Semester Cost	Academic Year
$135.00	$270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$16.00	$32.00

[2]All meal plans include $35 flex dollars per semester.

Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

Certified as True and Correct
September 25, 2023

Secretary, SSU Board of Trustees

Housing and Meal Plan Rates
Shawnee Advantage Cohort F

effective Autumn 2023 through Spring 2027

Campus View / Tanner Place[1]

Room Type	Semester Cost	Academic Year	
Private	$ 4,421.00	$ 8,842.00	3.0%
Double	$ 3,540.00	$ 7,080.00	3.0%
Double Buy Out (Campus View)	$ 4,863.00	$ 9,726.00	3.0%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double Buy Out (Apartment)	$ 4,840.00	$ 9,680.00	3.0%
Double	$ 3,540.00	$ 7,080.00	3.0%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	$ 3,747.00	$ 7,494.00	3.0%
Double	$ 2,922.00	$ 5,844.00	3.0%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$ 3,747.00	$ 7,494.00	3.0%
Double	$ 2,922.00	$ 5,844.00	3.0%

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
Unlimited Meal Plan	$ 2,292.00	$ 4,584.00	3.0%
15 Meals per Week	$ 2,185.00	$ 4,370.00	3.0%
12 Meals per Week	$ 1,968.00	$ 3,935.99	3.0%
5 Meals per Week	$ 990.00	$ 1,980.00	3.0%

Residential Connectivity Fee

Semester Cost	Academic Year	
$ 135.00	$ 270.00	0%

Residential Student Programming Fee

Semester Cost	Academic Year	
$ 16.00	$ 32.00	0%

[2]All meal plans except 5 meals per week include $35 flex dollars per semester.

Freshmen campus residents are assigned the Unlimited meal plan; sophomores may select 12 or 15 meal plan; juniors or seniors may opt not to participate in a meal plan. 5 meals per week only available to juniors, seniors, and commuters.

Certified as True and Correct
September 25, 2023

Secretary, SSU Board of Trustees

Housing and Meal Plan Rates
Shawnee Advantage Cohort E

effective Autumn 2022 through Spring 2026

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year
Private	$ 4,292.00	$ 8,584.00
Double	$ 3,436.00	$ 6,873.00
Double Buy Out (Campus View)	$ 4,721.00	$ 9,442.00

Bridgeview Court

Room Type	Semester Cost	Academic Year
Double	$ 3,436.00	$ 6,872.00
Double Buy Out (Apartment)	$ 4,699.00	$ 9,398.00

Cedar House

Room Type	Semester Cost	Academic Year
Double Buy Out	$ 3,637.00	$ 7,274.00
Double	$ 2,836.00	$ 5,672.00

University Townhouse

Room Type	Semester Cost	Academic Year
Double Buy Out	$ 3,637.00	$ 7,274.00
Double	$ 2,836.00	$ 5,672.00

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year
Unlimited Meal Plan	$ 2,225.00	$ 4,450.00
15 Meals per Week	$ 2,121.00	$ 4,242.00
12 Meals per Week	$ 1,910.00	$ 3,820.00
5 Meals per Week	$ 961.00	$ 1,922.00

[2]All meal plans except 5 meals per week include $35 flex dollars per semester.

Freshmen campus residents are assigned the Unlimited meal plan; sophomores may select 12 or 15 meal plan; juniors or seniors may opt not to participate in a meal plan. 5 meals per week only available to juniors, seniors, and commuters.

Residential Connectivity Fee

Semester Cost	Academic Year
$ 135.00	$ 270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$ 16.00	$ 32.00

Certified as True and Correct
September 25, 2023

Secretary, SSU Board of Trustees

Residential and Meal Plan Rates

2021-2022 Academic Year
Guarantee - Cohort D
2021-2025
REVISED

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year	% Change
Private	$4,117	$8,234	0%
Double	$3,436	$6,872	0%
Double Buy Out (Campus View)	$4,529	$9,058	0%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double	$3,436	$6,872	0%
Double Buy Out (Apartment)	$4,524	$9,048	0%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,924	0%
Double	$2,836	$5,672	0%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,924	0%
Double	$2,836	$5,672	0%

-Triple rooms are offered at the discretion of the University.
[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
Unlimited Meal Plan	$2,127	$4,254	3.00%
15 Meals per Week	$2,028	$4,056	3.00%
12 Meals per Week	$1,826	$3,652	3.00%

[2]All meal plans include $35 flex dollars per semester.
Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

Residential Connectivity Fee

Semester Cost	Academic Year
$135.00	$270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$16.00	$32.00

Certified as True and Correct
September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

Shawnee State University

Residential and Meal Plan Rates

2020-2021 Academic Year
Guarantee - Cohort C
2020-2024

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year	% Change
Private	$4,117	$8,234	4.10%
Double	$3,436	$6,873	4.10%
Double Buy Out (Campus View)	$4,529	$9,058	4.10%

Bridgeview Court

Room Type	Semester Cost	Academic Year	
Double	$3,436	$6,873	4.10%
Double Buy Out (Apartment)	$4,524	$9,048	4.10%

Cedar House

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,925	4.10%
Double	$2,836	$5,671	4.10%

University Townhouse

Room Type	Semester Cost	Academic Year	
Double Buy Out	$3,462	$6,925	4.10%
Double	$2,836	$5,671	4.10%

Triple rooms are offered at the discretion of the University.

[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year	
19 Meals per Week	$2,065	$4,131	4.10%
15 Meals per Week	$1,969	$3,937	4.10%
12 Meals per Week	$1,773	$3,546	4.10%

[2]All meal plans include $35 flex dollars per semester.

Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

Residential Connectivity Fee

Semester Cost	Academic Year
$135.00	$270.00

Residential Student Programming Fee

Semester Cost	Academic Year
$16.00	$32.00

Certified as True and Correct
September 25, 2023

Secretary, SSU Board of Trustees

Residential and Meal Plan Rates

2019-2020 Academic Year
Guarantee - Cohort B
2019-2023

Campus View/Tanner Place[1]

Room Type	Semester Cost	Academic Year
Private	$3,955	$7,910
Double	$3,301	$6,602
Double Buy Out (Campus View)	$4,351	$8,702

Bridgeview Court

Room Type	Semester Cost	Academic Year
Double	$3,301	$6,602
Double Buy Out (Apartment)	$4,346	$8,692

Cedar House

Room Type	Semester Cost	Academic Year
Double Buy Out	$3,326	$6,652
Double	$2,724	$5,448

University Townhouse

Room Type	Semester Cost	Academic Year
Double Buy Out	$3,326	$6,652
Double	$2,724	$5,448

¨Triple rooms are offered at the discretion of the University.
[1]Private Rooms are only available if space permits and at the discretion of the University. Residents may "buy out" double rooms at the private room rate shown at the discretion of the university.

Meal Plan Options[2]

Plan	Semester Cost	Academic Year
19 Meals per Week	$1,984	$3,968
15 Meals per Week	$1,891	$3,782
12 Meals per Week	$1,703	$3,406

[2]All meal plans include $35 flex dollars per semester.
Freshmen campus residents are assigned the 19 meal plan; sophomores may select any option; juniors or seniors may opt not to participate in a meal plan.

Residential Connectivity Fee

Semester Cost	Academic Year
$130.00	$260.00

Residential Student Programming Fee

Semester Cost	Academic Year
$15.00	$30.00

Certified as True and Correct
September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

RESOLUTION F24-23

ACCEPTANCE OF ACADEMIC YEARS 2023-24 AND 2024-25
AMENDED WAIVER RENEWALS

WHEREAS, §381.270 of Am. Sub. H.B. 33 of the 135th General Assembly states reductions to the standard undergraduate instructional and general tuition rates are allowable upon approvals by the Board of Trustees and the Chancellor of the Ohio Department of Higher Education; and

WHEREAS, at the April 21, 2023 Board of Trustees meeting Resolution F09-23 (copy attached) approved the university to request waivers of standard undergraduate tuition for College Credit Plus (CCP) non-public school and home-schooled students for AY2023-24; and

WHEREAS, the goal of this tuition waiver is to further the mission of providing low-cost education opportunities for qualified non-public and homeschool students and encouraging such students to enroll in college courses; and

WHEREAS, guidance from the Ohio Department of Higher Education allows a university to request a waiver of standard undergraduate tuition to the applicable state approved CCP rate for both academic years of the current biennium; and

WHEREAS, the proposed CCP waiver is estimated to apply to approximately 15 students per academic year;

THEREFORE, BE IT RESOLVED that the Board of Trustees approves the amended waiver renewal for academic years 2023-24 and 2024-25.

(September 15, 2023)

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

RESOLUTION F09-23

APPROVAL TO EXTEND WAIVERS OF STANDARD UNDERGRADUATE TUITION FOR AY2023-24

WHEREAS, per §381.170 of Am. Sub. H.B. 110 of the 134th General Assembly, reductions of the standard undergraduate instructional and general tuition rates are allowable upon approvals by the Board of Trustees and the Chancellor of the Ohio Department of Higher Education; and

WHEREAS, Shawnee State University desires to continue previously approved reductions of standard tuition rates by extending the waivers described below:

1) College Credit Plus (CCP) for non-public school and home-schooled students. CCP enrolled Students who are in non-public schools or are home schooled who do not receive funding under CCP due to state fiscal limitations for up to 30 credit hours each academic year are permitted to self-pay. This waiver extends the state-approved CCP rates to these students for AY2023-24.

2) Give Back Go Forward (GBGF) Program. The GBGF program provides undergraduate students the opportunity to earn a waiver of the standard tuition for one course each summer (3 credit hours) by completing 100 volunteer hours that directly support local area senior citizens.

3) E-Campus (fully online) undergraduate courses. This would extend the waiver of standard undergraduate tuition rates that allows lower rates to be charged for fully online (e-campus) students.

4) Wiley's employer discount programs, Tuitionmanager.com and WileyBeyond. This would extend the tuition waiver of 10% below e-campus tuition rates for students enrolled in these programs, through which Wiley partners with businesses to market Shawnee State's programs to degree-seeking employees.

THEREFORE, BE IT RESOLVED that the Shawnee State University Board of Trustees approves extending the above-identified waivers of standard undergraduate tuition, pending approval by the Chancellor of the Ohio Department of Higher Education.

(April 21, 2023)

Certified as True and Correct
September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

FY24 Operating Budget

	FY24 Budget - Proposed	FY24 Budget - Preliminary	FY23 Budget	FY24 Proposed v. FY23 Budget % Variance
Revenue				
Tuition & Student Fees	$ 27,344,306	$ 28,182,306	$ 29,809,710	-8.3%
State Share of Instruction	$ 13,560,724	$ 13,625,214	$ 13,811,804	-1.8%
Shawnee Supplement	$ 9,000,000	$ 6,000,000	$ 5,409,250	66.4%
Scholarship	$ (4,813,677)	$ (5,541,364)	$ (6,170,569)	-22.0%
Other Income				
Commissions	$ 481,728	$ 481,728	$ 490,950	-1.9%
General Fund Operating Grants	$ 218,585	$ 218,585	$ 129,000	69.4%
Miscellaneous Revenue	$ 2,396,273	$ 976,710	$ 604,000	296.7%
Service Fees/Memberships	$ 287,000	$ 287,000	$ 285,000	0.7%
Ticket Sales/Rentals	$ 592,400	$ 592,400	$ 549,900	7.7%
Revenue Total	**$ 49,067,339**	**$ 44,822,579**	**$ 44,919,045**	**9.2%**
Expense				
Compensation				
Salaries	$ 23,267,474	$ 21,977,911	$ 22,944,326	1.4%
Benefits	$ 8,809,232	$ 8,656,642	$ 9,542,134	-7.7%
Non-Compensation				
Equipment	$ 215,535	$ 163,535	$ 192,827	11.8%
External Professional Services	$ 671,418	$ 693,949	$ 955,150	-29.7%
Information/Comm/Shipping	$ 859,038	$ 862,473	$ 861,361	-0.3%
Maintenance & Service Contracts	$ 3,375,501	$ 3,293,943	$ 3,026,025	11.5%
Meal Plan Expense	$ 2,249,844	$ 2,249,844	$ 1,641,448	37.1%
Miscellaneous Expense	$ 1,662,562	$ 1,467,170	$ 1,546,327	7.5%
Supplies	$ 1,750,165	$ 1,619,385	$ 1,566,754	11.7%
Travel	$ 758,366	$ 710,766	$ 631,679	20.1%
Utilities	$ 1,593,636	$ 1,562,136	$ 1,434,000	11.1%
Expense Total	**$ 45,212,771**	**$ 43,257,754**	**$ 44,342,031**	**2.0%**
Net Transfer to Capital Fund	$ 1,564,825	$ 1,564,825	$ 1,563,925	0.1%
Net Operating Budget	$ 2,289,743	$ -	$ (986,911)	332%

Shawnee State University

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

FY24 Budget Revisions

$1.4M investment in people.

Faculty & Faculty Support

Recruitment & Admissions

Student Success Coaches

Grants Operation

Labor & VRIP Adjustments

$100,000 reduction in enrollment net revenue.

Decrease in tuition and student fee revenue offset by reduction in scholarship expenses.

$260,000 investment in Initiatives, Equipment & Scholarships.

Faculty Development

Honors Program & Choose Ohio First Activities

Recruitment Events

Student Success Center

$2M transfer to reserve funds.

$3.5M State Funding Increase

$1M Tech Asset Sale

$250,000 Additional SSUDF Support

Certified as True and Correct
September 25, 2023

Secretary, SSU Board of Trustees

RESOLUTION F25-23

APPROVAL OF FY24 OPERATING BUDGETS
(GENERAL FUND AND AUXILIARY FUND)

WHEREAS, at the June 23, 2023 meeting of the Board of Trustees, Resolution F21-23 (copy attached) was approved to provide for continued spending for university operational needs pending the approval of the general fund and auxiliary fund budgets to be submitted at the September meeting; and

WHEREAS, the proposed FY24 operating budgets (general and auxiliary fund) have been generated that incorporate projected revenue resulting from academic year 2023-24 tuition and fees, state funding, and other sources of revenue, including residential housing and other auxiliary revenues; and

WHEREAS, the FY24 operating budgets (general and auxiliary fund) include measures to mitigate negative financial impacts and control spending throughout the year, while supporting instructional priorities and student services needs during the fiscal year; and

WHEREAS, the proposed budget establishes a net operating surplus that enables the university to allocate funding to reserves and strengthen the university's long-term financial health; and

WHEREAS, the President recommends the adoption of the budget;

THEREFORE, BE IT RESOLVED that the Board of Trustees of Shawnee State University approves the proposed FY24 operating budgets (general and auxiliary fund) effective July 1, 2023.

(September 15, 2023)

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

RESOLUTION F21-23

CONTINUING UNIVERSITY SPENDING AUTHORITY

WHEREAS, strategic budgeting initiatives are underway that will impact university revenue and expenditure assumptions for the FY2024 budget year; and

WHEREAS, the FY2024 budget is anticipated to be presented to the Board of Trustees for review and approval at the Board's September 2023 meeting; and

WHEREAS, it is necessary to continue to meet financial obligations, including payment of salaries and other operating expenditures until such time that the FY2024 operating budget is approved;

THEREFORE, BE IT RESOLVED that the Board of Trustees approves University spending authority consistent with the level of resources as approved for FY2023 until such time the FY2024 operating budget is approved by the Board.

(June 23, 2023)

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

FY24 Operating Budget

	FY24 Budget - Proposed	FY24 Budget - Preliminary	FY23 Budget	FY24 Proposed v. FY23 Budget % Variance
Revenue				
Tuition & Student Fees	$ 27,344,306	$ 28,182,306	$ 29,809,710	-8.3%
State Share of Instruction	$ 13,560,724	$ 13,625,214	$ 13,811,804	-1.8%
Shawnee Supplement	$ 9,000,000	$ 6,000,000	$ 5,409,250	66.4%
Scholarship	$ (4,813,677)	$ (5,541,364)	$ (6,170,569)	-22.0%
Other Income				
Commissions	$ 481,728	$ 481,728	$ 490,950	-1.9%
General Fund Operating Grants	$ 218,585	$ 218,585	$ 129,000	69.4%
Miscellaneous Revenue	$ 2,396,273	$ 976,710	$ 604,000	296.7%
Service Fees/Memberships	$ 287,000	$ 287,000	$ 285,000	0.7%
Ticket Sales/Rentals	$ 592,400	$ 592,400	$ 549,900	7.7%
Revenue Total	**$ 49,067,339**	**$ 44,822,579**	**$ 44,919,045**	**9.2%**
Expense				
Compensation				
Salaries	$ 23,267,474	$ 21,977,911	$ 22,944,326	1.4%
Benefits	$ 8,809,232	$ 8,656,642	$ 9,542,134	-7.7%
Non-Compensation				
Equipment	$ 215,535	$ 163,535	$ 192,827	11.8%
External Professional Services	$ 671,418	$ 693,949	$ 955,150	-29.7%
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Maintenance & Service Contracts	$ 3,375,501	$ 3,293,943	$ 3,026,025	11.5%
Meal Plan Expense	$ 2,249,844	$ 2,249,844	$ 1,641,448	37.1%
Miscellaneous Expense	$ 1,662,562	$ 1,467,170	$ 1,546,327	7.5%
Supplies	$ 1,750,165	$ 1,619,385	$ 1,566,754	11.7%
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Net Transfer to Capital Fund	$ 1,564,825	$ 1,564,825	$ 1,563,925	0.1%
Net Operating Budget	$ 2,289,743	$ -	$ (986,911)	332%

Shawnee State University

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

FY24 Budget Revisions

$1.4M investment in people.

Faculty & Faculty Support

Recruitment & Admissions

Student Success Coaches

Grants Operation

Labor & VRIP Adjustments

$100,000 reduction in enrollment net revenue.

Decrease in tuition and student fee revenue offset by reduction in scholarship expenses.

$260,000 investment in Initiatives, Equipment & Scholarships.

Faculty Development

Honors Program & Choose Ohio First Activities

Recruitment Events

Student Success Center

$2M transfer to reserve funds.

$3.5M State Funding Increase

$1M Tech Asset Sale

$250,000 Additional SSUDF Support

Certified as True and Correct
September 25, 2023

Secretary, SSU Board of Trustees

RESOLUTION F27-23

TRANSFER OF FIDUCIARY OVERSIGHT OF RETIREMENT PLANS

WHEREAS, Shawnee State University sponsors and maintains various retirement plans -- an Alternative Retirement Plan pursuant to Internal Revenue Code section 401(a); a Deferred Compensation Plan under Internal Revenue Code section 457(b); a Tax-Sheltered Annuity Plan under Internal Revenue Code section 403(b); and a Supplemental Retirement Plan under Internal Revenue Code section 415(m)(collectively, the "Retirement Plans"); and

WHEREAS, in Resolution F08-19, the Board of Trustees delegated to the Vice President for Finance and Administration the authority and fiduciary responsibility to take such actions necessary and advisable to perform the administrative and investment duties associated with the Retirement Plans; and

WHEREAS, pursuant to the delegated duty, the former Vice President for Finance and Administration established a Retirement Plan Committee to whom the Vice President delegated some of their administrative and oversight duties; and

WHEREAS, the former Vice President for Finance and Administration also engaged an investment advisor to assist the Retirement Plan Committee in carrying out its administrative responsibilities and to evaluate vendors and vendor products that were available to employees who invested in the Retirement Plans; and

WHEREAS, following the elimination of the Vice President for Finance and Administration position, the University assessed the oversight of the Retirement Plans and concluded it is in the University's interests to change the delegation of such authority and responsibilities;

THEREFORE, BE IT RESOLVED, the Board of Trustees of Shawnee State University delegates the administrative and fiduciary duties over the Retirement Plans to the President; and

IT IS FURTHER RESOLVED that:

- The President is authorized to sub-delegate authority to the Retirement Plan Committee, which shall continue in its advisory role; and
- The President shall appoint the Chief Financial Officer as Chair of the Retirement Plan Committee and shall appoint five (5) other members of the Committee (who may be current members), with one (1) member each from the Department of Human Resources; Finance Office; University Faculty Senate (UFS); University Staff Assembly (USA); and University Administrative Assembly (UAA); and
- The Chief Financial Officer is authorized to amend the Retirement Plan Committee Charter as needed; and

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

- The investment advisor previously retained by the Retirement Plan Committee shall remain in that role unless and until the investment advisor's appointment expires without renewal or is revoked by the Chief Financial Officer; and
- The authority to provide fiduciary oversight and monitoring of the President is delegated to the Board of Trustees' Finance and Administration Committee; and
- The Board of Trustees may revoke or change its delegation of authority and responsibilities for one or more of the Retirement Plans at any time; and
- The President or Chief Financial Officer shall report to the Finance and Administration Committee of the Board of Trustees regarding the Retirement Plans at least annually; and

IT IS FURTHER RESOLVED that Resolution F08-19 is rescinded to the extent that it is inconsistent with the present resolution.

(September 15, 2023)

Certified as True and Correct
September 25, 2023
Michael C. McKee
Secretary, SSU Board of Trustees

RESOLUTION F28-23

RESOLUTION AUTHORIZING SALE OF EXCESS INTERNET PROTOCOL ADDRESSES

WHEREAS, in 1991, Shawnee State University acquired 65,536 Internet Protocol version 4 ("IPv4") addresses to assist with the routing of traffic through the Internet; and

WHEREAS, the University currently uses a relatively small number of the IPv4 addresses and does not foresee a need for a large number of the addresses in the near or distant future; and

WHEREAS, technical analysis of this asset indicates that if we consolidate our current and future use, we will need to retain a block of 8,192 addresses leaving 57,344 available to sell; and

WHEREAS, there is a significant demand for IPv4 addresses from cloud service providers and other entities, creating a market for the University's excess IPv4 addresses;

THEREFORE, BE IT RESOLVED that the University administration is authorized to sell its excess inventory of IPv4 addresses, consistent with recommendations and guidance from the Director of Information Technology Operations; and

BE IT FURTHER RESOLVED that any agreement to sell IPv4 addresses shall be approved by the President and the Chief Financial Officer, subject to review by the Office of General Counsel as to legal form and sufficiency.

(September 15, 2023)

Certified as True and Correct
September 25, 2023
Secretary, SSU Board of Trustees

IPv4 Asset Details

- Shawnee State University(SSU) has a block of 65,536 IPv4 addresses
- Technical analysis of this asset shows that if we consolidate our current and future use we will need to retain a block of 8,192 addresses leaving 57,344 available for sell on the open market
- Depending upon timing of the sale, capital markets and the specific market for this asset class SSU could realize between $2.2M to $2.5M

Certified as True and Correct
September 25, 2023

Secretary, SSU Board of Trustees

Recommended IPv4 Sale
Two-Phased Sale Strategy

	Q4 2023	Q1 2025
Networks Available:	One /18 Network Two /19 Networks	Three /19 Networks
Total # of IP Addresses:	32,768	24,576
Price per IP Address:	$36 to $40	$42 to $48
Potential Revenue:	$1,179,648 to $1,310,720	$1,032,192 to $1,179,648

- Total possible revenue for two-phased strategy is $2,211,840 to $2,490,368
- Assuming work to free up network blocks for 2025 will be completed with internal resources.
- Less brokerage fees estimated at 4% across the board

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September 25, 2023
Secretary, SSU Board of Trustees

Executive Summary: IPV4 Asset Liquidation Recommendation

Objective:

This document provides a concise overview of the strategic recommendations for the phased liquidation of Shawnee State University's IPV4 network assets over two different quarters. The aim is to capitalize on the burgeoning demand for IPV4 addresses and harness potential market trends, thus ensuring maximum financial returns for the University.

Current Asset Holdings:

Shawnee State University holds a substantial IPV4 network asset: 146.85.0.0/16. This places the University in a unique position to capitalize on market demand.

Two-Phased Sale Strategy:

1. **Immediate Sale in Q4 2023:**
   - **Networks:** 146.85.64.0/18, 146.85.128.0/19 and 146.85.192.0/19.
   - **Total IP Addresses:** 32,768.
   - **Estimated Revenue:** Between $1,179,648 (at $36/IP) and $1,310,720 (at $40/IP).
   - **Key Advantage:** Immediate monetization at current market prices with minimal disruption to our digital infrastructure.
2. **Anticipated Sale in Q1 2025:**
   - **Networks:** 146.85.0.0/19, 146.85.32.0/19 and 146.85.224.0/19.
   - **Total IP Addresses:** 24,576.
   - **Estimated Revenue:** Between $1,032,192 (at $42/IP) and $1,179,648 (at $48/IP).
   - **Key Advantage:** Potential for a higher market price with strategic preparation, including in-house service migration.

Operational Impacts:

For the proposed sale in 2025, a transition of in-use services from the earmarked networks would be necessary. This ensures continuity while optimizing the digital landscape of the University. Internal costs will be associated with the in-house migration and restructuring, which should be accounted for in the financial projections.

Recommendation:

Given the potential financial inflow and the opportunity to optimize our IT infrastructure, this two-phased IPV4 asset liquidation comes highly recommended. The immediate sale in 2023 ensures we benefit from current market dynamics, while the planned sale in 2025 prepares us to seize potential market upswings, adding to the University's financial and operational agility.

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September 25, 2023
Michael C. McKell
Secretary, SSU Board of Trustees

FY23 Consolidated Operating Budget End of Year Status

Report Date 08.25.2023

	Consolidated Budget	Q1 Actuals	Q2 Actuals	Q3 Actuals	Q4 Actuals	YTD Actuals	% of Budget
Revenue							
State Funding	**$19,221,054**	**$4,805,263**	**$4,805,263**	**$4,805,263**	**$4,805,265**	**$19,221,054**	**100.0%**
Tuition & Student Fees	**$29,809,710**	**$14,653,511**	**($206,717)**	**$12,001,216**	**$994,440**	**$27,442,450**	**92.1%**
Scholarship	**($6,170,569)**	**($2,378,015)**	**($264,605)**	**($2,433,038)**	**$2,279**	**($5,073,378)**	**82.2%**
Other Income							
Commissions	$490,950	$54,407	$48,096	$205,971	$225,743	$534,217	108.8%
Grants	$129,000	$168,235	$50,317	($45,753)	$112,813	$285,611	221.4%
Miscellaneous Revenue	$604,000	$272,918	$168,317	$293,374	$423,631	$1,158,241	191.8%
Service Fees/Memberships	$285,000	$70,827	$69,183	$63,170	$102,345	$305,524	107.2%
Ticket Sales/Rentals	$549,900	$196,766	$134,843	$118,450	$166,147	$616,206	112.1%
Other Income Total	**$2,058,850**	**$763,153**	**$470,756**	**$635,211**	**$1,030,679**	**$2,899,798**	**140.8%**
Transfers In	**$44,919,045**	**$0**	**$0**	**$3,379**	**$3,176,901**	**$3,180,280**	
Revenue Total	***$44,919,045***	***$17,843,912***	***$4,804,697***	***$15,008,653***	***$6,832,663***	***$47,670,204***	***106.1%***
Expense							
Compensation							
Benefits	$9,542,134	$1,867,561	$2,089,793	$2,006,202	$2,491,715	$8,455,271	88.6%
Salaries	$22,944,326	$3,927,260	$6,127,937	$5,395,369	$7,546,340	$22,996,906	100.2%
Compensation Total	**$32,486,460**	**$5,794,820**	**$8,217,730**	**$7,401,571**	**$10,038,055**	**$31,452,177**	**96.8%**
Non-Compensation							
Equipment	$192,827	$127,711	$14,836	$35,506	$299,397	$477,449	247.6%
External Professional Services	$955,150	$142,745	$386,462	$226,451	$213,233	$968,890	101.4%
Information/Comm/Shipping	$861,361	$308,042	$163,713	$182,770	$101,117	$755,642	87.7%
Maintenance & Service Contracts	$3,026,025	$1,616,290	$931,029	$343,741	$265,623	$3,156,683	104.3%
Meal Plan Expense	$1,641,448	$310,340	$679,030	$495,659	$341,806	$1,826,835	111.3%
Miscellaneous Expense	$1,546,327	$585,839	$60,424	$227,312	$430,294	$1,303,869	84.3%
Supplies	$1,566,754	$239,564	$264,468	$206,640	$193,370	$904,042	57.7%
Travel	$631,679	$172,622	$289,467	$193,855	$192,401	$848,345	134.3%
Utilities	$1,434,000	$340,670	$291,591	$410,338	$441,846	$1,484,445	103.5%
Non-Compensation Total	**$11,855,571**	**$3,843,822**	**$3,081,019**	**$2,322,272**	**$2,479,086**	**$11,726,200**	**98.9%**
Transfers Out	**$0**	**$0**	**$0**	**$0**	**$3,180,280**	**$3,180,280**	
Expense Total	***$44,342,031***	***$9,638,642***	***$11,298,749***	***$9,723,844***	***$15,697,421***	***$46,358,656***	**104.5%**
Net Transfer to Capital Fund	***$1,563,925***	***$0***	***$0***	***$0***	**$1,563,925**	**$1,563,925**	**100.0%**
Operating Budget Surplus (Deficit)	***($986,911)***	***$8,205,269***	***($6,494,052)***	***$5,284,809***	***($10,428,683)***	***($252,377)***	**25.6%**

Shawnee State University

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September 25, 2023

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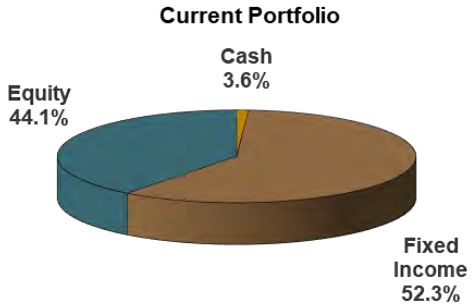
Shawnee State University
Asset Allocation – As of August 31, 2023

Asset Class	Market Value	% of Assets	Target %
Cash Equivalents			
TIAA Cash Deposit Account	$299,370	3.6%	
Total Cash Equivalents	***$299,370***	***3.6%***	***5.0%***
Fixed Income			
Fixed Income Separately Managed Account	$3,312,996	39.9%	
Vanguard Short Term Bond Index Fund	$345,662	4.2%	
TIAA-CREF Short-Term Bond Fund	$438,657	5.3%	
DFA Inflation Protected SEC Fund	$123,953	1.5%	
PIMCO 1-5 Year U.S. TIPS Index Exchange Traded Fund	$123,480	1.5%	
Total Fixed Income	***$4,344,748***	***52.3%***	***60.0%***
Domestic Equity			
TIAA-CREF Large Cap Growth Index Fund	$1,385,277	16.7%	
TIAA-CREF Large Cap Value Index Fund	$1,300,586	15.7%	
Vanguard Mid Cap Growth Index Fund	$155,585	1.9%	
iShares Russell Mid Cap Value ETF	$155,074	1.9%	
TIAA-CREF Small Cap Blend Index Fund	$136,287	1.6%	
Vanguard REIT Index Fund	$0	0.0%	
Cohen & Steers Real Estate Fund	$0	0.0%	
Total Domestic Equity	***$3,132,809***	***37.7%***	***29.0%***
International Equity			
iShares Core MSCI EAFE ETF	$194,775	2.3%	
iShares MSCI International Quality Factor ETF	$196,273	2.4%	
iShares Core MSCI Emerging Markets ETF	$132,659	1.6%	
Total International Equity	***$523,707***	***6.3%***	***6.0%***
Total Equity	***$3,656,516***	***44.1%***	***35.0%***
Total Portfolio Market Value	**$8,300,634**	**100.0%**	**100.0%**



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PERSONNEL ACTIVITY REPORT FY24

September 15, 2023

New Hires

- **Administrative Staff**
  - Gerald Cadogan – Athletics Director, Athletics, July 1, 2023
  - Kerrie James-Hunter – Academic Advising & Support Services Coordinator, CPS, August 14, 2023
  - Allison Hurst – Head Classroom Teacher, Children's Learning Center, August 14, 2023
  - Candy Loper – Classroom Teacher, Children's Learning Center, August 14, 2023
  - Crystal Haskins – Classroom Teacher, Children's Learning Center, August 14, 2023
  - Conner Flynn – Interim Head Coach, Men & Women's Cross Country, Athletics, August 16, 2023
- **Faculty**
  - Nathaniel Mull – Assistant Professor, Natural Sciences, August 21, 2023
- **Public Safety Staff**
  - Trenton Hicks – Security Officer, Department of Public Safety, June 20, 2023
  - Joshua Hespel – Police Officer, Department of Public Safety, June 26, 2023

Change of Status

- **Executive**
  - Eric Braun – Interim President, Office of the President, July 1, 2023
  - Elizabeth Blevins – Chief of Staff, Office of the President, July 1, 2023
  - Chris Moore – Chief Advancement Officer, Office of the President, July 1, 2023
- **Administrative Staff**
  - Amber Montavon – Assistant Director, Communications & Content Management, Marketing & Communications, July 1, 2023
  - Jasmine Currie – Assistant Director, College Credit Plus, Admissions, July 1, 2023
  - Beth Lansky – Talent Management Administrator, Human Resources, July 1, 2023
  - Brian Caudill – Veteran's Coordinator, Student Affairs, July 1, 2023
  - Christopher Shaffer – Director, Government Relations & Public Policy, July 1, 2023

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PERSONNEL ACTIVITY REPORT FY24

September 15, 2023

- Gay Lynn Shipley – Assistant Dean & Director, School of Education, July 1, 2023
- Jeffrey Hamilton – Director, Corporate & Foundation Relations, July 1, 2023
- Jeremy Reed – Director, Marketing & Communications, July 1, 2023
- Kathy Goins – Project Director, 21st Century, July 1, 2023
- Kelcie Jenkins – Assistant Director, Admissions, July 1, 2023
- Sandra Duduit – Executive Assistant, Office of the President, July 1, 2023
- John Temponeras – Director, Facilities, Planning & Construction, July 17, 2023
- Vickie Crawford – Director, IT Operations, Information Technology Services, July 17, 2023
- Kara Arms – Director, HR Operations, Human Resources, July 17, 2023

➢ **Faculty**

- Paul Madden – Associate Professor, School of Education, July 1, 2023

➢ **Support Staff**

- Bailey Reader – Student Affairs Specialist, Student Affairs, August 7, 2023
- Joyce Packard – Academic Administrative Assistant I, Social Sciences, August 8, 2023
- Leah Campbell – Library Specialist I (Access Services), Clark Memorial Library, September 1, 2023
- Greg Bond – Student Records Technician, Admissions, September 1, 2023
- Debra Atkinson – SBC & Health Sciences Associate, Student Business Center, September 1, 2023

Departures

➢ **Executive Staff**

- Jeffrey Bauer – President, Office of the President, June 30, 2023

➢ **Administrative Staff**

- Rebecca Hess – Classroom Teacher, Children's Learning Center, July 6, 2023
- David Kilroy – Director, Kricker Innovation Hub, July 28, 2023
- Larry Ewing – Program Assistant, Educational Opportunity Center, July 28, 2023
- Cheryl Neff – Head Classroom Teacher, Children's Learning Center, August 11, 2023

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- Tiffany Hartman – Director, Student Life, Student Affairs, August 11, 2023
- Christina Baker – Academic Advisor, Student Success Center, August 18, 2023
- Eric Putnam – Head Coach, Cross Country and Track & Field, Athletics, August 25, 2023
- Veronica Baldwin – Academic Administrative Assistant II, School of Education, August 25, 2023
- Samuel White – Head Coach, Softball, Athletics, August 31, 2023
- Kara Arms – Director, HR Operations, Human Resources, September 8, 2023

➢ **Faculty**

- Cynthia Hermanson – Senior Instructor, English & Humanities, July 10, 2023
- J.R. Roush – Associate Professor, School of Education, July 31, 2023
- Logan Minter – Assistant Professor, Natural Sciences, August 1, 2023

➢ **Support Staff**

- Stephanie Doherty – Custodian, Facilities, August 4, 2023

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Facilities & Campus Master Plan

Capital Projects Under Development

Project	Timeline	Cost	Source
Basic Renovation Contingency		$750K	Capital FY23-FY24
Basic Renovation Planned Projects	FY24	$1.25M	Capital FY23-FY24
Clark Memorial Library Renovation	FY24-FY25	$4.5M	Capital FY23-FY24
Rhodes Athletic Center East Renovation	FY24	$400K	SSUDF
Softball Field & Stadium	FY24-FY25	$1.4M	SSUDF & SSU Op
Daehler Tennis Center Lighting	FY24	$250K	SSUDF
Allied Health Labs	FY25	$1.0M	Capital, Fed, SSUDF
Kricker Hub Security & Signage	FY24	$200K	Capital Comm Proj
Esports Arena & CyberRange	FY24	$400K	SSUDF & SSU Op
Building KeyCards	FY24	$350K	Capital FY23-FY24
Wayfinding, Signage, Building Branding	FY24	$500K	Capital FY23-FY24
Alumni Green Drainage & Founder's Plaza Renovation	TBD	TBD	TBD

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September 25, 2023

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Academic and Student Affairs Report
Board of Trustees Meeting
September 15, 2023

I am pleased to present the following Academic and Student Affairs Report to the Academic and Student Affairs Committee of the Board of Trustees and to the Board.

Resolution

- There is one resolution as Action Item: Resolution ASA08-23, Authorizing the Continuation of Transcript Withholding Except Where Prohibited by Law.

Provost Report

- We are providing renewed focus, with expansion possibilities, to health care-related programs at the university, as discussed at the last Board meeting and at the Retreat. In line with that, we will be conducting a search for a new Director of the School of Nursing.
- We are re-envisioning the division of Student Affairs at the university, with a focus on student engagement and belonging, student life, residence life, and student conduct. In line with that, we will soon be launching a search for a permanent Dean of Students.
- The Provost's Task Force on Retention and Completion has achieved great success in the first year. Associate Provost Jennifer Pauley, who leads the task force, will report on the success and the task force's work.
- The site visit by a team from the International Accreditation Council for Business Education for initial accreditation of business programs in the C.H. Lute School of Business, scheduled for September 11-12, 2023.
- The Faculty Professional Day was held on August 25, 2023, with a discussion revolving broadly around the Higher Learning Commission's mid-cycle report and items related to resources, campus communications, workload, morale, and burnout.

Respectfully submitted,

Sunil Ahuja, Ph.D.
Provost and Vice President for Academic and Student Affairs

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September 25, 2023
Secretary, SSU Board of Trustees

Weekend of Welcome BOT Report

Marlita Cadogan, Interim Director of Student Life

Weekend of welcome was a huge success this year for the following reasons:

- Increase in attendance
- Increase in participation from both first year and returning students
- Increase participation of faculty, staff, and administration
    - This was done by moving the start date of WOW up one day from Friday to Thursday.
    - It allowed students to move in and access campus while offices were still open to service students mitigating some of the first week traffic from key resource offices.
- Increase in commuter and CCP participation.
    - This was done by only making one day mandatory.

Highlights included:

- Part-time job fair for students to attend during the annual WOW Carnival.
    - We had over 15 local businesses in attendance providing job opportunities to our students.
- The photo booth at the "Party at the Library" received rave reviews!
- Welcome Back Bingo was a huge hit in which two of our students won brand new laptops to start the year off right.
- Mario Kart Tournament was very popular amongst our gaming and general students alike.

We continued the fun from wow into our new this year "Welcome Weeks". We know that 15th day of the semester is crucial on the administration side, so we wanted to continue the engagement we experienced during wow into the school year. Our weeks of welcome were a concerted effort campus wide.

Welcome Week events included:

- A campus resource fair again highlighting key student resources on campus including Student Life, Campus Counseling Services, Math Center, Title IX, Career Services and more…
- Student Programming Board, HRL Staff RA's, and many other student organizations held events (some daily) in which students could engage such as:
    - Ice Cream Social, Tailgate Tuesday, Trivia Nights, 4th Friday Movies at Portsmouth Cinemas, and the growing in popularity "Bear Lyft"

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Fall 2023 Enrollment Report

September 15, 2023

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Data reflect flat first-time enrollment and increases in non-degree and adult education.

	FY22	FY23	
First-Time Freshmen	652	639	-2%
Transfer Students	149	146	-2%
Total New Degree Seeking	801	785	-2%
Adult Non-Degree Seeking	100	119	+19%
College Credit Plus	603	645	+7%
Graduate Students	184	206	+8%

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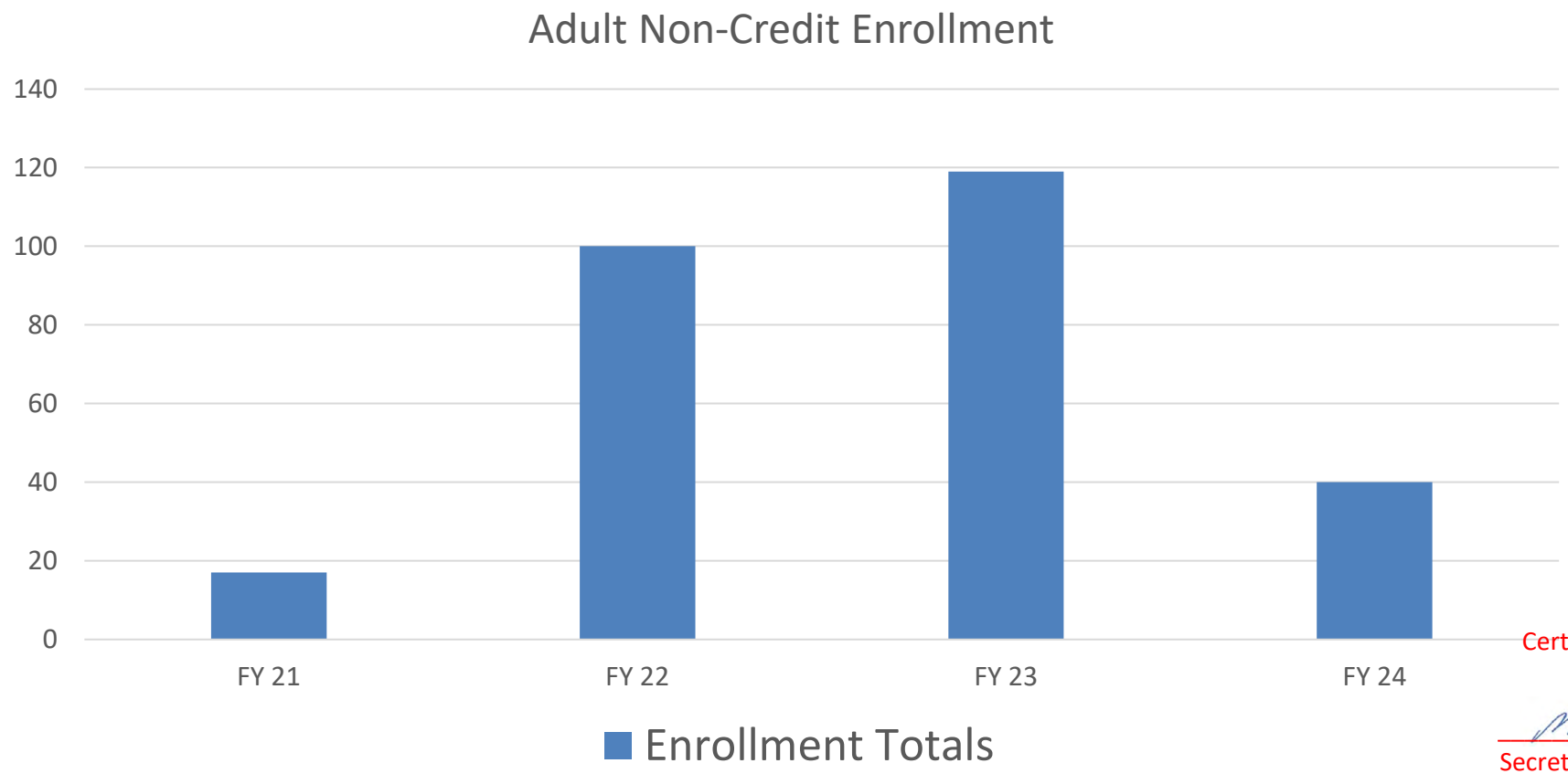
Adult non-credit enrollment on pace to continue to grow.



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SHAWNEE STATE UNIVERSITY

2023 INCOMING CLASS PROFILE

FROM A POOL OF 2,749 APPLICATIONS

784

JOIN OUR INCOMING CLASS FOR 2023

Our students come from:

20 U.S. STATES & **5** COUNTRIES

547 INCOMING STUDENTS FROM PALSJR+

91 INCOMING STUDENT ATHLETES THIS FALL.

5,013 MILES

The student whose hometown is farthest from Shawnee State

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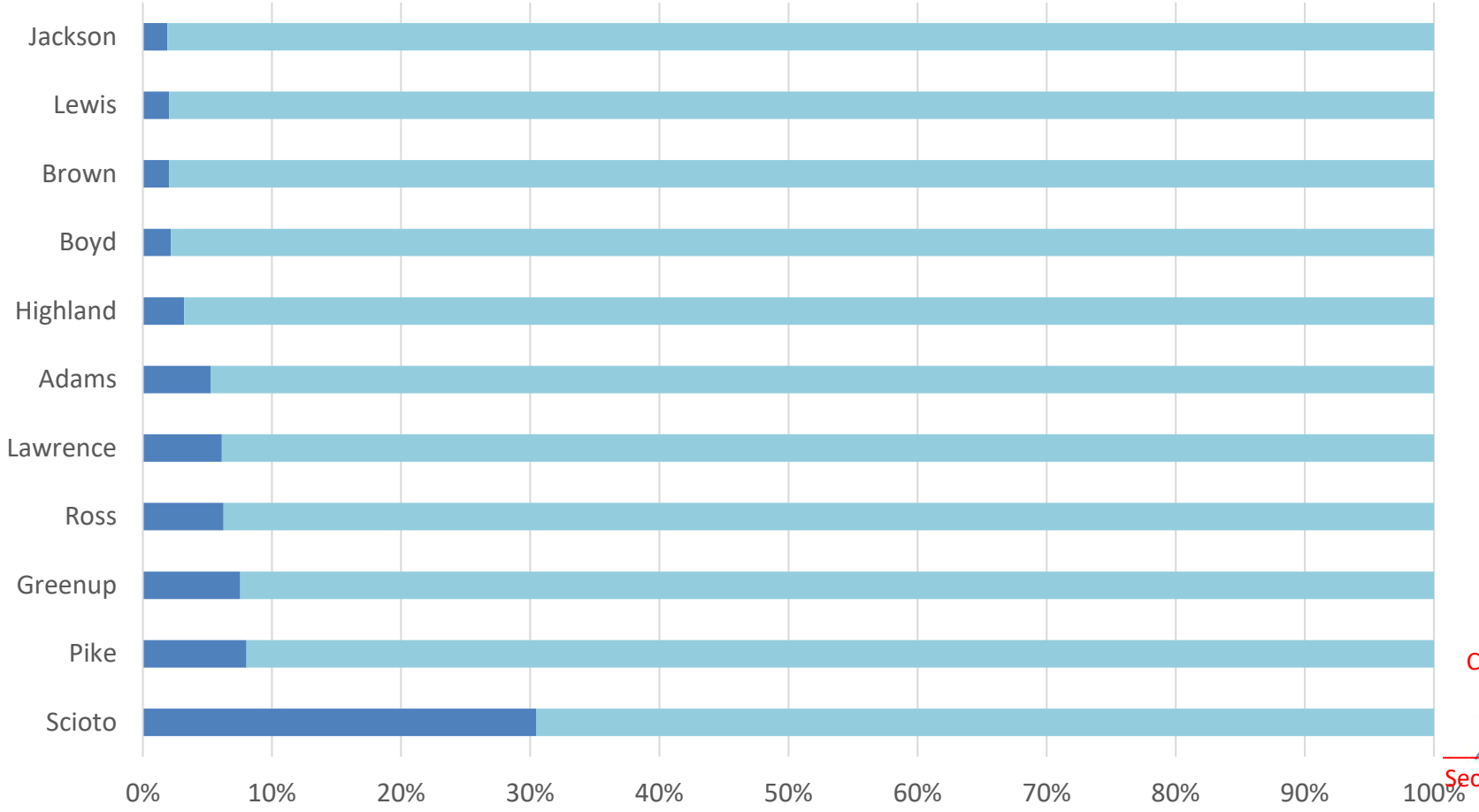
75% of new students come from one of 11 regional counties



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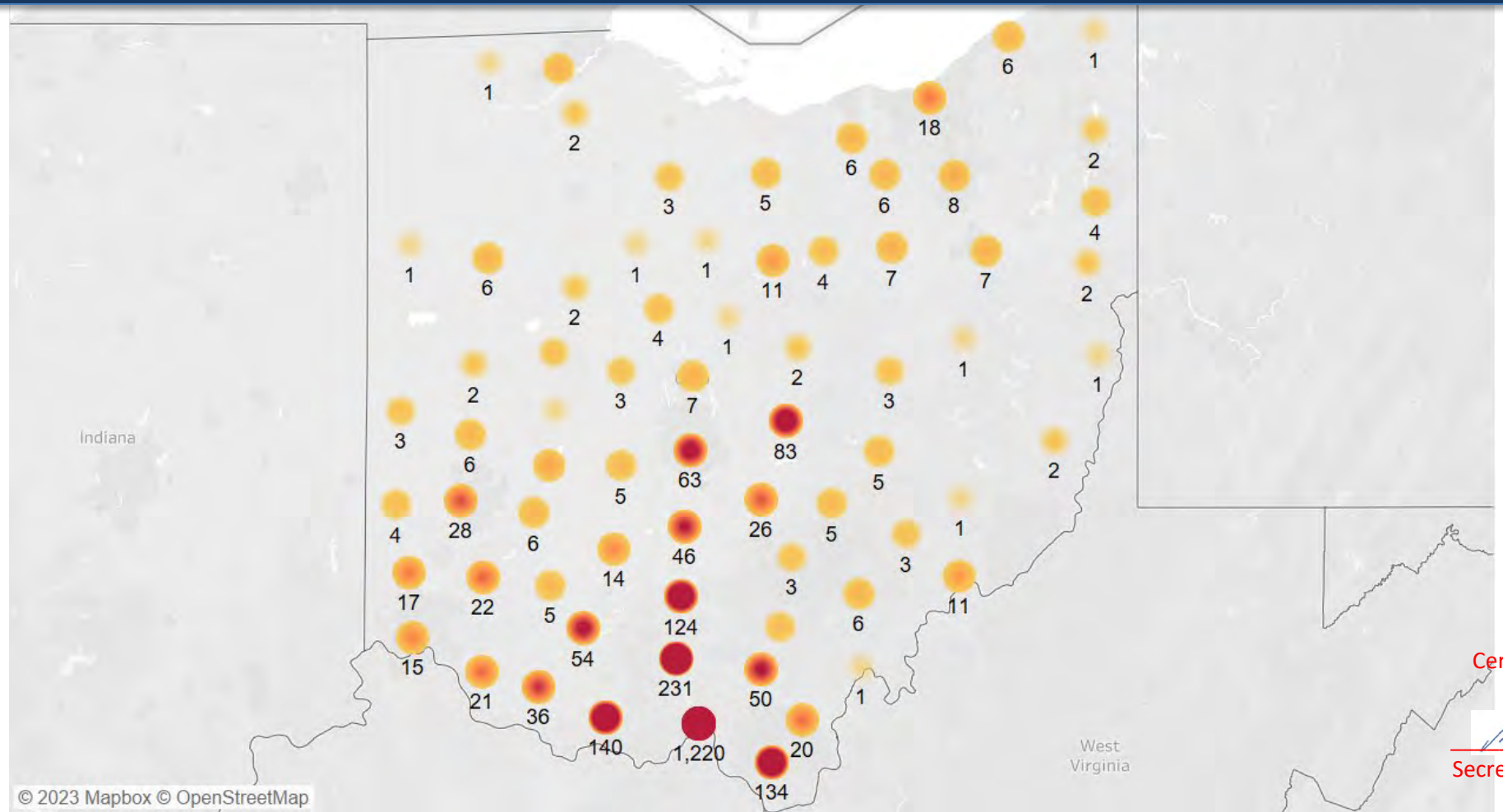
The majority of Fall 23 students are from Ohio.



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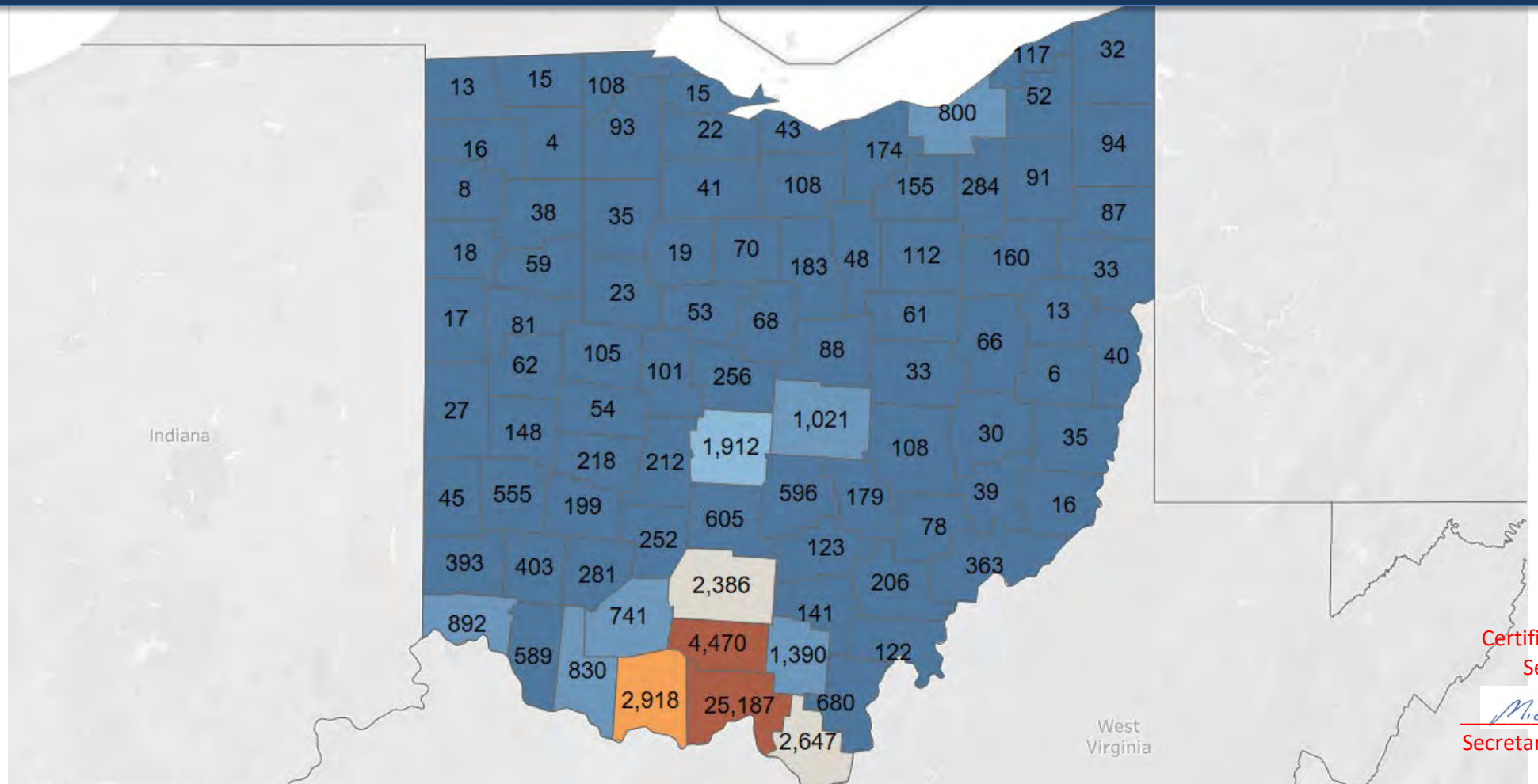
The majority of SSU students over the past eight years are from Ohio.



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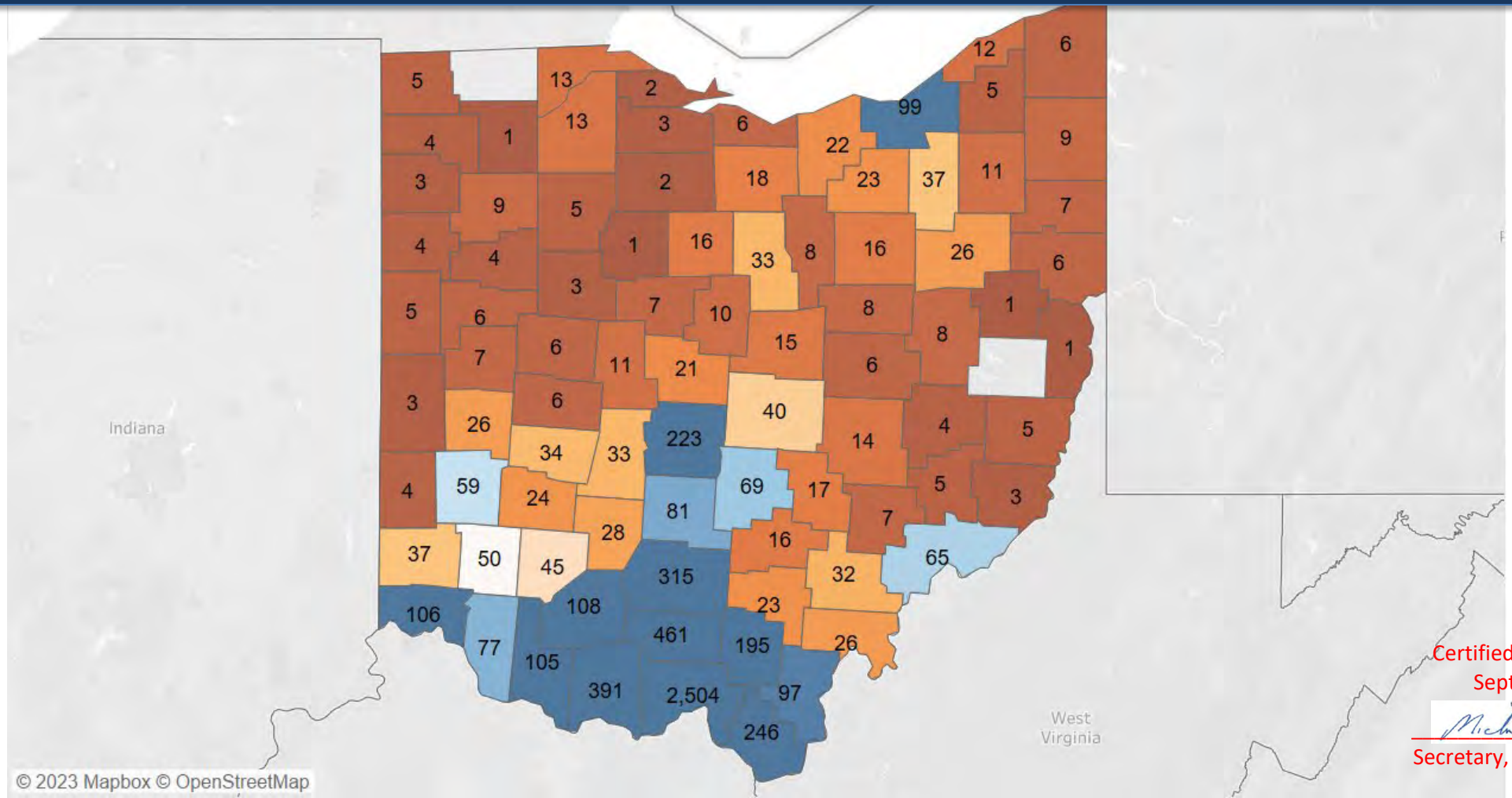
SSU graduates from the past eight are using their degrees in Ohio.



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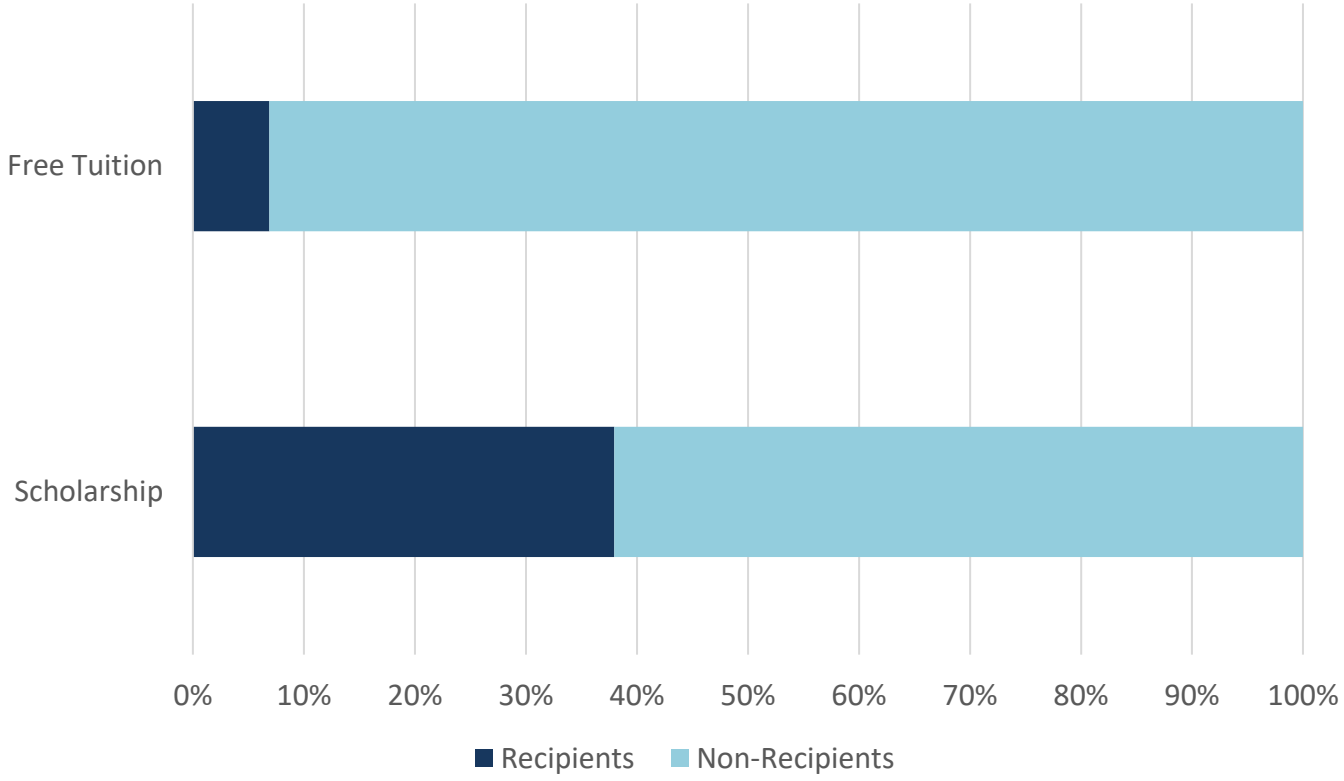
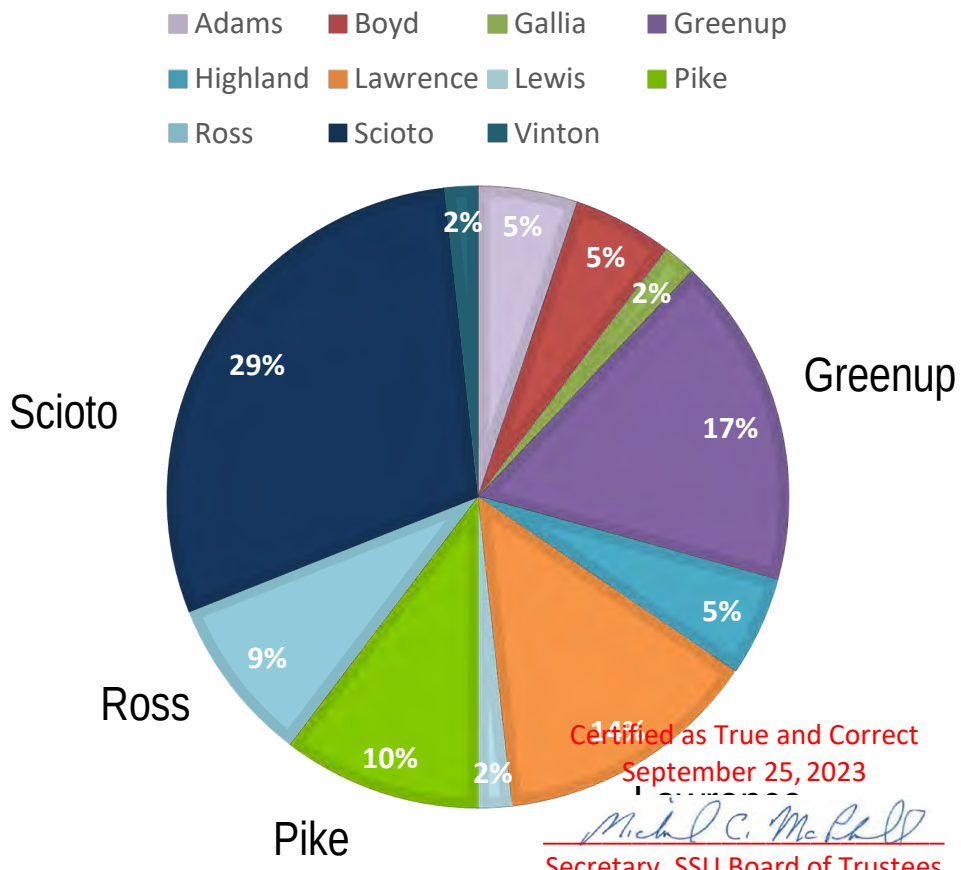
Free Tuition & Scholarships are helping 69% of SSU students.





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2024 Recruitment is underway.

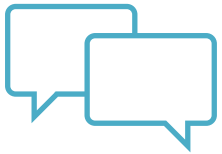
Continued Focus on PALSJR+

Free Tuition & Direct Admit for Scioto County

SSUDF Scholarship Program

Additional Recruiters

Southwest/South Central Ohio Territory



Enrollment Communications Plan

Continue Build Out on CCP
Focus on International and Graduate Recruitment
Recruit Students by Programs Based on Demand

Restoration of Valedictorian Scholarship Pr

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September 15, 2023

Shawnee State University
Center for Lifelong Learning

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Supporting Our Mission

We prepare today's students to succeed in tomorrow's world.

- Adapt to the ever-changing needs of today's students
- Connect non-degree seeking students to educational programming, both academic and enrichment
- Coordinate and facilitate learning opportunities across campus
- Serve as the repository for all lifelong learning opportunities on campus

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Programs

- American Heart Association
- Motorcycle Ohio
- Individualized Microcredential Assistance Program
- Continuing Education
- Enrichment
- Wise Pathways
- Bear Tracks
- Ed2Go
- Emergency Medical Services

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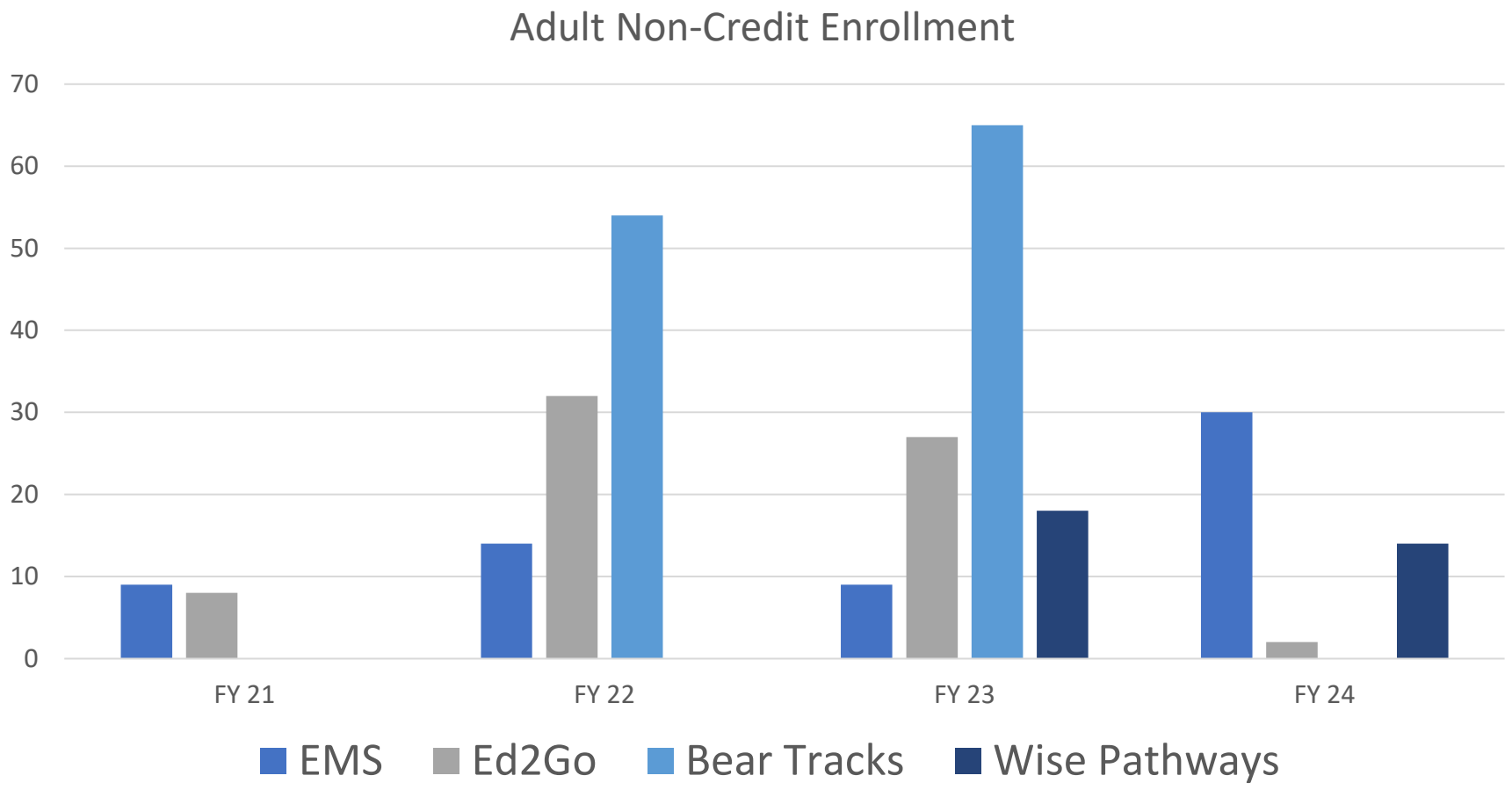
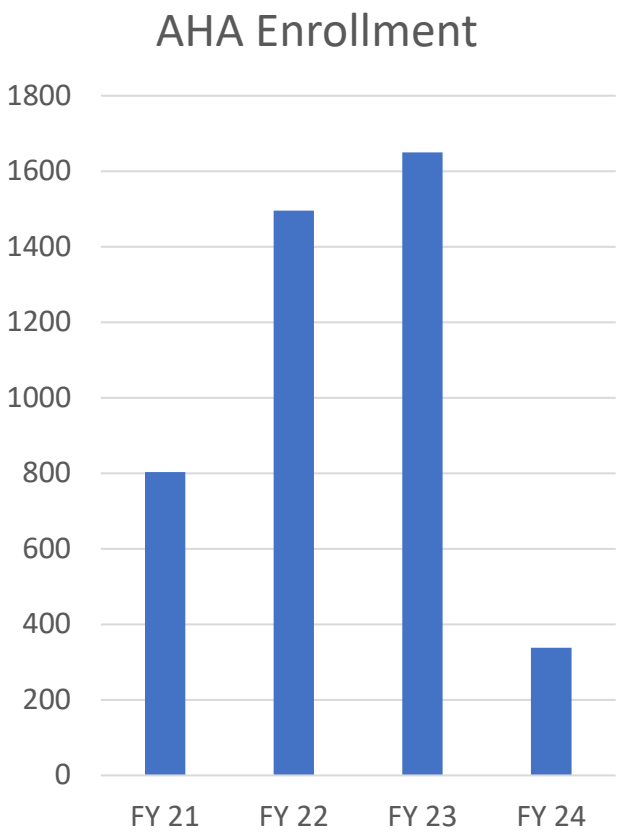
Enrollments by Program





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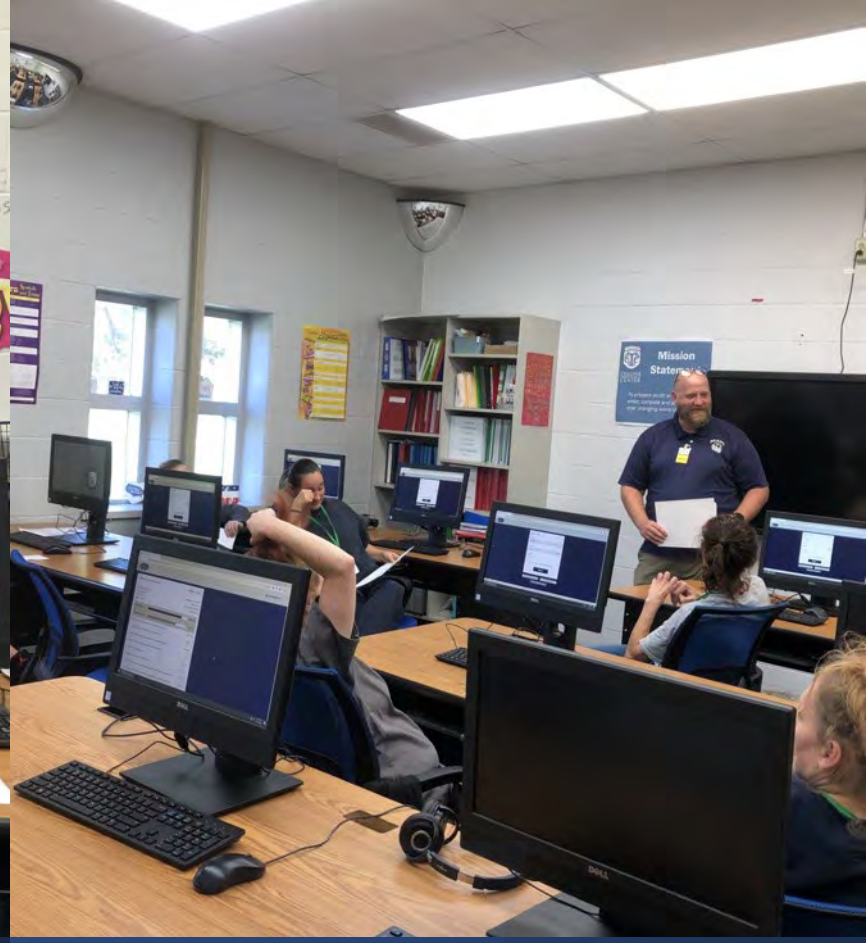
Shawnee State University
Center for Lifelong Learning



Wise Pathways

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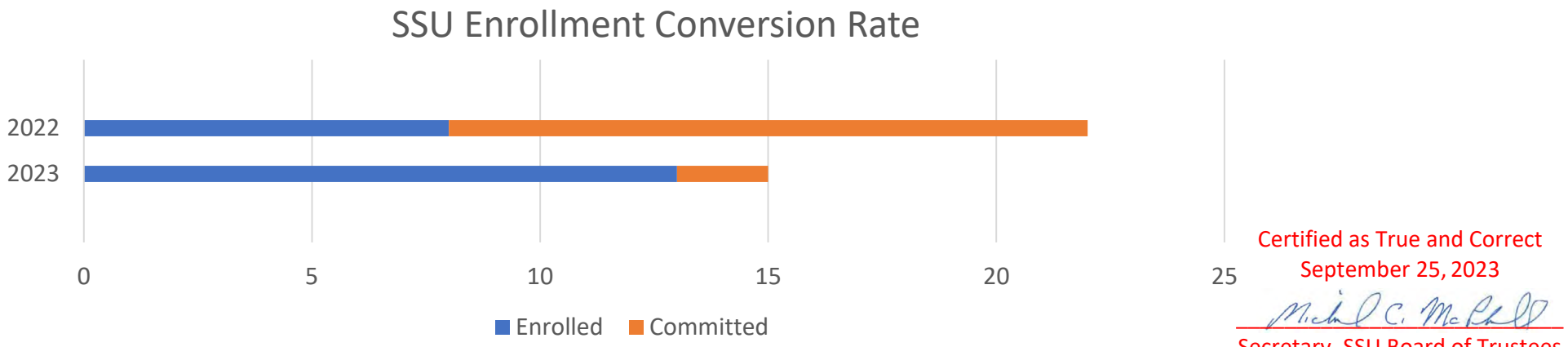
Bear Tracks



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Basic EMT

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Phlebotomy

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Technology

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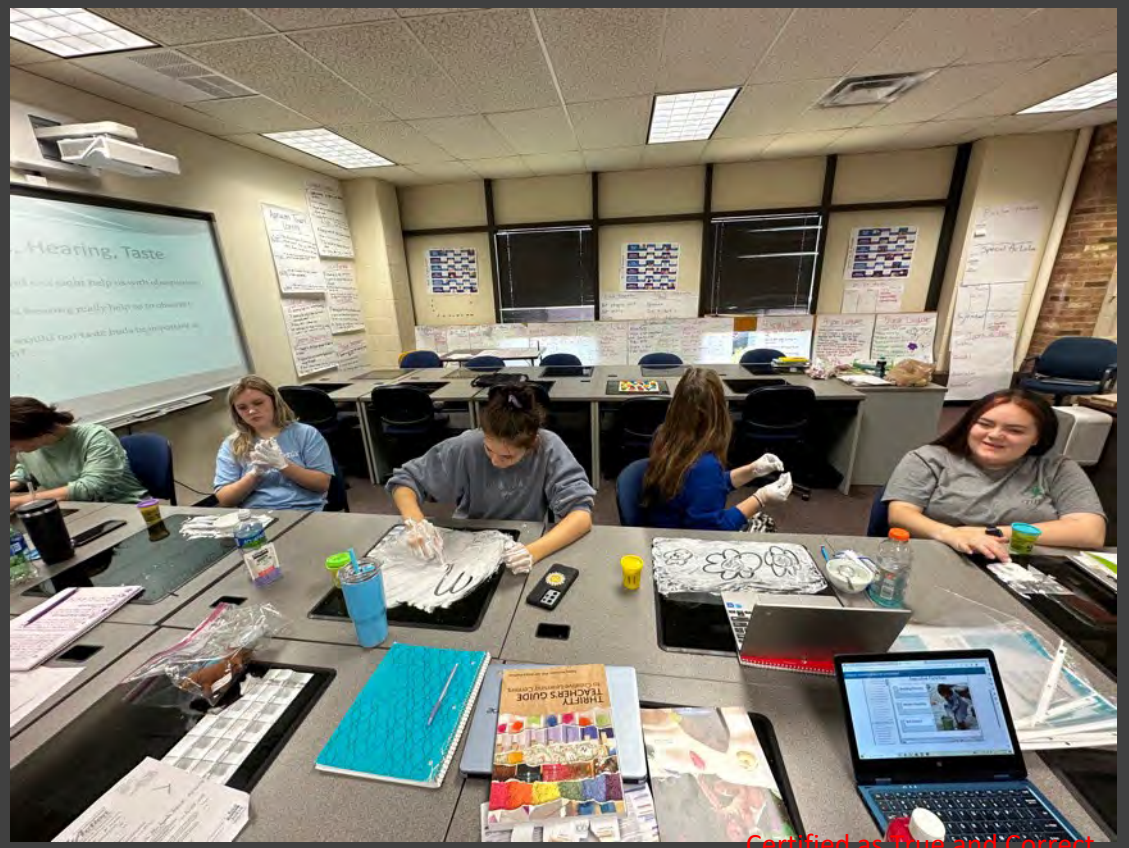
Education



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Business

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Made Possible by GRIT

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Student Success Stories

https://youtu.be/GZdaV9ttFfc?t=37

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Plans for FY 24

- Expand Healthcare Workforce Innovation
- Expand Online Certificate Programs
- Expand Prison Education Programs
- Standardize Registration and Billing
- Hire Center for Lifelong Learning Coordinator
- Hire PT Administrative Assistant
- Expand Funding Opportunities

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Thank You

Amanda Hedrick

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Retention Update

Dr. Jennifer Pauley, Associate Provost

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Retention Targets:

- First-time-freshmen seeking a bachelor's degree
- Fall of first year to fall of second year
- Last year's retention rate: 65.3%
- Retention goal for this year: 68%

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Provost's Task Force on Retention and Completion Activities for AY 22-23:

- Read literature on retention and persistence.
- Collected and reviewed data on incoming class as well as students who enter with one or more developmental needs.
- Developed a survey for FTF and analyzed results.
- Held a registration fair in the fall and spring.
- Mapped processes of incoming, transfer, and returning students and located areas to improve.
- Developed a list of resources needed to meet retention/completion targets.

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This Year's Retention Outcome:

Last year's %:	Target for this year:	This year's retention %:
65.3%	68%	70%

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Task Force Goals for AY 23-24:

- Continue FTF survey.
- Continue data collection for FTF as well as students with one or more developmental needs.
- Develop additional survey for continuing students.
- Expand registration fairs to include student clubs and a competitive element.
- Implement improvements based on last year's survey results.
- Implement process improvements based on last year's process-mapping exercise.
- Launch Early Alert campaign.

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Shawnee State Athletics

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Recruit | Retain | Win

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Our student athletes represent:

18 COUNTRIES

9,599 MILES

The student athlete whose hometown is farthest from Shawnee State University is from **Indonesia.**

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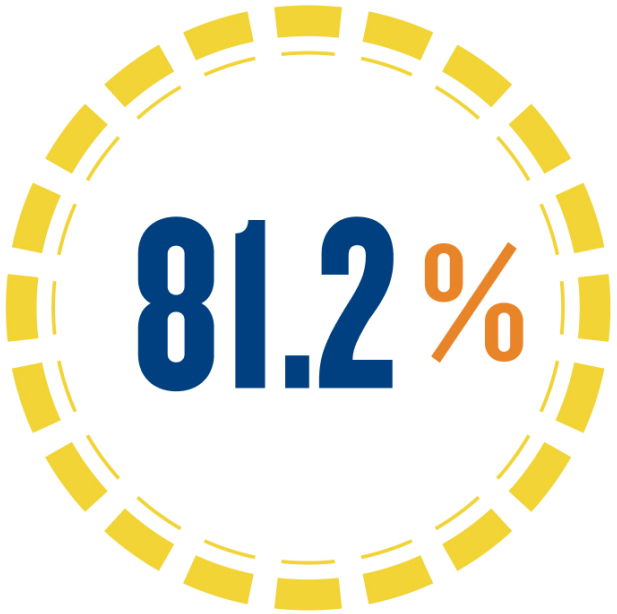
Freshman Retention Rate

3-Year Average 2019-21

Source: shawnee.edu/retention



STUDENT ATHLETE RETENTION

OVERALL FRESHMEN RETENTION

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Coaching Staff

New Recruits

Kristen Bradshaw
Softball

Conner Flynn
Cross Country

Seth Wills
Strength & Conditioning

Kenzie Pennington
Swimming

Jacob Freeland
Tennis

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Coaching Staff

Mike Hunter
Men's Basketball

Devan Spriggs
Volleyball

Travis Lynn
Esports

Dave Hopkins
Golf

Bryan Sturgell
Bowling

Natasha Ademakinwa
Soccer

Rob Ehlers
Baseball

DeWayne Burroughs
Women's Basketball

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Branding + Engagement

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Conference Realignment

BEAT RIO!

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President's Report to the Board of Trustees
Board of Trustees Regular Meeting
September 15, 2023

Good afternoon and what a wonderful weekend to be on campus. It's not a coincidence that Homecoming weekend is scheduled for the middle of September – Fall semester is in full swing, the air typically cools sharply as it did, and the sun sits just a bit lower on the horizon making for outstanding photos for next year's viewbook. We have already had a great week of events on campus – including the Chair's Dinner on Wednesday night where we had a great turnout and heard from Ohio Chamber of Commerce President Congressman Steve Stivers and Chairman Furbee announced that over $1M has been raised for the Lute School of Business. Activities for students, alumni, and the community will run through this weekend.

I'm grateful to the Board for its work over the past several months as together we shared our story with donors and state legislators, prepared an aggressive budget restructuring that allows us not only to prepare for a new academic year but also puts us on sound footing for years to come. We had a great summer board retreat to set priorities for campus placemaking and capital projects, athletics enhancement, new enrollment initiatives, and critical new program development. I will talk about progress on those priorities in a moment. Thank you for the opportunity. On behalf of our faculty, our academic leadership, and administration, thank you for opportunity to look at new funding streams, new approaches to capacity building, and new investments. Our team is making the most of the opportunities you are providing them to explore new ideas, move the ball forward on projects, and make Shawnee State University stronger. We are excited.

Welcome to our three newest board members – Sallie Schisler, Markee Osborne, and Hannah Blythe. Each of you represent critical perspectives, from current student to our youngest alumnus ever on the board, to one of the most deeply invested members of this community who has been part of SSU since its origins as a university. We are so well represented, and each of you are joining an outstanding group of board colleagues.

New student enrollment is basically flat this fall. This is not a surprise – it follows a year where new students were up 12.5% over the prior year. Nevertheless, it is a bit disappointing. Several measures are underway to enhance new undergraduate student marketing and recruitment that will be discussed at our December meeting. Continuing undergraduate students are also down, yet our student retention rates are up. This signals that the numbers we are seeing are a short-term trend, the lag resulting from a post-COVID enrollment hangover. Not performance. This is a good sign for our continuing student enrollment in years to come. Graduate enrollment is up nearly 10%. College Credit Plus enrollment is up nearly 10%. Non-credit enrollment is up nearly 20%.

Let's talk about vision building and FY24 Initiatives and Projects.

[Insert Slides]

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President's Report

Status Update

Vision Building

FY 24 Initiatives & Projects Update

- Campus Placemaking
- Athletics Enhancement
- Enrollment Initiatives
- Program Development

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President's Report: Vision Building

1:1 Academic Leadership Meetings:
Associate Provost, CPS Dean, CAS Dean, Clark Memorial Library Director; All School Directors, Department Chairs, and Program Directors; Honors Program Director

Constituent Executive Committee Meetings: **University Faculty Senate, Student Government Association, Communication Workers of America**

Launched review of **Student Affairs** operation and approved search for permanent Dean of Students position

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President's Report: Vision Building

Convened expanded **President's Cabinet**

Appointed new **President's Council**

Established **University Leadership Team** and called for development of institutional KPI dashboard

Held several meetings **with external institutional partners**

Visited South Central & Pickaway County **Educational Service Centers**; Meetings scheduled with Scioto Co High Schools to discuss **Direct Admission** initiative & **PALSJR High Schools** to refresh partnerships

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President's Report: Campus Placemaking

Funded **expansion of Clark Memorial Library** operating hours

Appointed Placemaking Committee to make recommendations by January 1 on: Expanded food options, campus building open days & hours, development of more communal spaces, addition of indoor & outdoor third spaces; other suggestions to make campus a more desirable location

Appointed committee and scheduled initial planning meeting for **Clark Memorial Library renovation**

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President's Report: Campus Placemaking

Requested **development of RFP** for on-campus exterior and interior building **signage and branding**, on- and off-campus **wayfinding** and signage

Formed partnership with City of Portsmouth and Lawrence County Economic Development Corporation to apply Dec 2023 for Appalachian Community Development Grant funding in support of the **Campus Gateway Project & Third Street Redevelopment**

Identified committee and scheduled initial planning meeting for **Esports & CyberRange Gaming Facility**

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President's Report: Campus Placemaking

Identified committee and scheduled initial planning meeting for **Allied Health Labs Renovation**

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President's Report: Athletics Enhancement

Set a meeting with potential program partners for the **SSU Tri-State Player Development & Sports Performance Center** to discuss ideas and learn from experiences at market leaders.

Engaged architect for preliminary design, requested quotes for gymnasium seating in furtherance of **Rhodes Athletic Center East & Athletic Hall of Fame** renovation

Set organizational meetings to plan site selection and RFP for **Softball Stadium**; RFPs for **Daehler Tennis Center** & **Shawnee Turf** (Soccer) Upgrades

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President's Report: Athletics Enhancement

Engaged local construction firm at no-cost to develop **athletic fieldhouse** concept, design, and site options.

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President's Report: Enrollment Initiatives

Requested **development of RFP** for comprehensive website redesign and digital marketing services

Requested research of potential **re-enrollment service providers**

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President's Report: Program Development

Secured $500K ARC Federal grant to support development of **Social Work and Mental & Behavioral Health Counseling Degree Programs** and related credentials for fall 2024 enrollment.

Approved national search for Director, **School of Nursing**

Appointed University Grants Committee and approved search for Director, **Grants & Sponsored Programs** and Coordinator, Grants & Sponsored Programs positions

Convened meetings and site visits with potential PALS county partners to explore development of **Esports and Workforce Development Centers**

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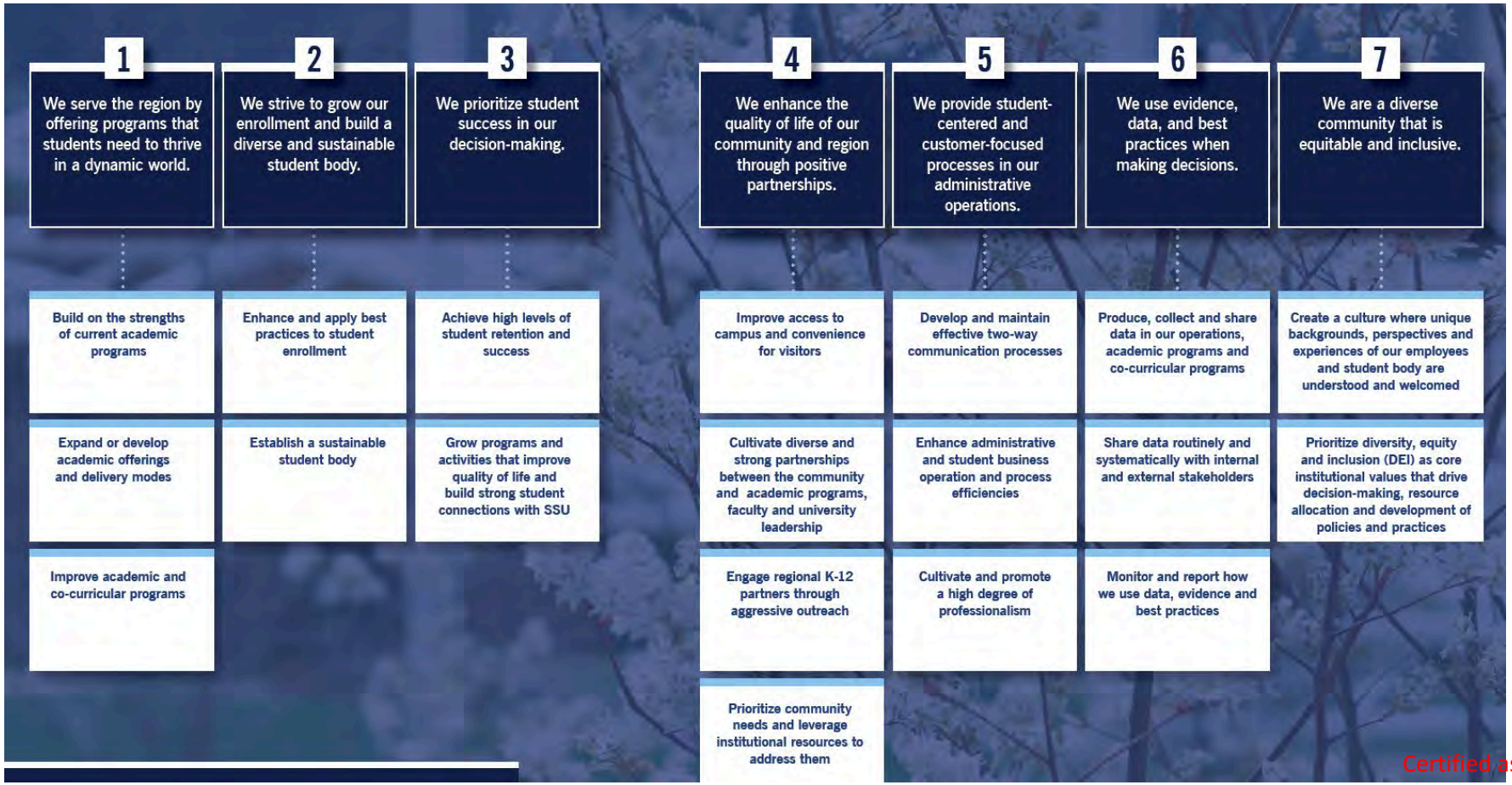
Strategic Plan



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