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## **MEMORANDUM OF UNDERSTANDING**

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Youngstown State University ("Administration") in collaboration with the Youngstown State University Chapter of the Ohio Education Association ("Association"), is offering bargaining unit members, regardless of dues paying status, a limited opportunity to participate in the Youngstown State University 2021 Voluntary Separation/Retirement Program ("VSRP") summarized in the Information Packet attached as Exhibit A, incorporated by reference as if rewritten herein, including but not limited to the timeline/dates and the Waiver and Release of Claims. This MOU is non-precedent setting.

This program is being offered and the applicants are being accepted without regard to race, color, national origin, sex, sexual orientation, gender identity and/or expression, disability, age, religion, or veteran/military status.

The parties understand and agree that participation in the VSRP is not guaranteed for any faculty member who applies, but rather must be reviewed and approved/denied by the Administration in its sole management discretion based upon optimizing the academic portfolio, as well as the academic/instructional needs of the University. This program is being offered to reduce the potential for retrenchment, however, this does not guarantee that retrenchment will not occur.

Neither the VSRP, its procedures nor the Administration's decision-making processes shall be subject to the grievance procedure or arbitration pursuant to Art. 8 or Art. 12, whether filed by an individual or the Association. All Administration decisions are final and binding.

The terms of the VSRP included in the Information Packet attached as Exhibit A, include but are not limited to:


- Bargaining unit members as defined in Art. 2 are eligible to apply on a voluntary basis; any faculty member previously accepted for retirement or separation may not participate in the VSRP;
- Once the application is submitted, the faculty member will have a three (3) day rescission period from the date of signature to rescind their application, including their resignation, which three (3) day rescission period shall not go past June 18, 2021. If the application is not accepted by the Administration by June 30, 2021, the application and resignation will be automatically rescinded by the employee;
- Summer 2021 assignments are not affected by the VSRP;
- Faculty members who are accepted for the VSRP shall forfeit their tenure and notice rights associated with employment at YSU. The Administration has no obligation to re-employ said faculty member; however, at the discretion of the Administration, the faculty member may be re-employed at the established rate for that assignment;
- Those accepted for the VSRP shall receive 100% of their current (2020-2021) 9-month base salary, excluding distinguished professor awards, any other awards, supplemental pay, banked workload or any additional payments. This incentive payment will be no

less than \$50,000 and no more than \$100,000. This payment will be paid out in two equal installments in accordance with Art. 28.2; the first to be paid within 60 days from the date the Waiver and Release of Claims is signed and the second payment to be made no later than March 15, 2022;

- YSU-OEA and its bargaining unit members agree that no grievances or arbitrations will be filed regarding the acceptance or denial of the application or the decision-making process used in the VSRP determination or the VSRP itself (as it is being agreed to here in this MOU), the processes used to implement the decisions or the decisions made by Administration to implement the VSRP;
- The parties, however, acknowledge that the grievance procedure is available for enforcement of the VSRP should the Administration fail to implement the VSRP as agreed to herein or breaches its duty under the VSRP, including but not limited to: failing to provide the incentive in accordance with the VSRP and/or failing to allow the member to rescind its application/resignation within the three (3) day rescission period or the automatic rescission that will occur upon notification that the member's application has not been accepted by the Administration on or before 5:00 p.m. EST June 30, 2021;
- The University shall be entitled to any reasonable attorneys' fees, filing fees, arbitration fees and any other cost of any arbitration that is filed by YSU-OEA or its members and determined by an arbitrator to be outside of the parameters listed above;
- For retirees, Art. 18 will be honored. Sick Leave conversion will not be applied to those who are separating and not retiring.

MOU 2021.05 Entered into this 3<sup>rd</sup> day of May 2021.

FOR THE ASSOCIATION



Susan Clutter, President  
YSU Chapter of OEA




Albert J. Sumell, Chief Negotiator  
YSU Chapter of OEA

FOR THE ADMINISTRATION



Brien N. Smith, Provost  
Youngstown State University



Jennifer Pintar, Director of Faculty Relations  
Youngstown State University

cc: Cynthia Kravitz, Assistant Vice President and Chief Human Resources Officer