

Presiding:  
Vice Chair  
Olivia P. Demas  
April 21, 2021

1	Call to Order
2	Report of the Chair
3	Report of the President
4	Report of the Student Trustees
5	Approval of Meeting Minutes
6	Consideration of Recommendations of the Finance & Administration Committee
7	Consideration of Recommendations of the Academic Issues & Student Success Committee
8	Consideration of Recommendations of the Rules Committee
9	Consideration of New Business
10	Next Regular Meeting: June 16, 2021 Student Union, Room 339
11	Adjournment

**Board of Trustees**

**THE UNIVERSITY OF AKRON  
BOARD OF TRUSTEES**

Meeting Minutes

Wednesday, February 10, 2021

Student Union, Room 339

**Board Members Present:**

Joseph M. Gingo, Chair

Lewis W. Adkins, Jr.

Thomas F. Needles\*

Olivia P. Demas, Vice Chair\*

Cindy P. Crotty\*

William A. Scala\*

Alfred V. Ciraldo, M.D., Vice Chair

Michael J. Dowling\*

\*Via teleconference

**Student Trustees Present:**

Taylor A. Bennington

McKenzie K. Gerzanics\*

\*Via teleconference

**Advisory Trustees Present:**

Anthony J. Alexander\*

Dr. David W. James\*

\*Via teleconference

**Staff Officers of the Board Present:**

M. Celeste Cook, Secretary; Vice President & General Counsel

John J. Reilly, Assistant Secretary; Associate Vice President & Deputy General Counsel

**Administrative Officers Present:**

Dr. Gary L. Miller, President

Dr. John M. Wiencek, Executive Vice President and Provost

Kimberly M. Cole, Vice President, Advancement\*

Tammy Ewin, Vice President/Chief Communication and Marketing Officer\*

Dallas A. Grundy, Senior Vice President, Finance/Chief Financial Officer

Wayne R. Hill, Vice President and Chief of Staff

Dr. John A. Messina, Vice President, Student Affairs\*

Dr. Rex D. Ramsier, Vice Provost and Director, Academic Administrative Services\*

Dr. Joseph Urgo, Interim Senior Vice Provost; Acting Dean, Buchtel College of Arts and Sciences\*

Dr. Sheldon Wrice, Interim Chief Diversity Officer\*

\*Via teleconference

**Others Present:** (See Appendix A.)

**REGULAR BUSINESS MEETING OF THE BOARD OF TRUSTEES**

Mr. Gingo called the meeting to order at 11:04 a.m. He thanked all attendees who were present in person, electronically, or via live stream. He indicated that those provisions for attendance were in accordance with Ohio government's continued pandemic orders and legislation<sup>1</sup> that temporarily allows public meetings to be conducted via electronic communication and be in compliance with Ohio's Open Meetings Act.

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<sup>1</sup> [133<sup>rd</sup> General Assembly, Substitute House Bill Number 404](#)

## **REPORT OF THE CHAIR**

Mr. Gingo made the following statement:

"As I walked onto campus this morning, I was struck that it has been nearly one year since the pandemic began and dramatically changed all of our lives, and this institution. Yet, for all of the challenges that we have faced as a University community, and there have been many, I also am reminded of the strength that this community has shown, and continues to show, during these difficult times:

- The administration and staff, who have worked so hard and have sacrificed so much to keep the University operating and safe;
- The faculty, who have continued to provide instruction through creative and innovative means; and
- Especially, our students, who also have endured so much to continue their education.

On behalf of the Board, I cannot thank you all enough for what you have done and continue to do. And, as I encountered more students today in this building than what I have seen in recent months, I am encouraged that perhaps we have begun to turn the corner toward better times."

### Tentative Agreement with Akron-AAUP

Mr. Gingo said that he was pleased to report that the administration and the Akron Chapter of the American Association of University Professors (Akron-AAUP) had reached a tentative agreement for a new contract. "I want to thank the negotiating teams for both parties, and those people who supported them in their hard work, and we look forward to a successful ratification of the tentative agreement in the near future," he said.

### Scholarship Gift

Mr. Gingo then acknowledged the continued generosity of University alumni John and Sarah Adams, who recently established the Mr. John R. and Dr. Sarah A. Adams Family Scholarship in Financial Planning. The scholarship will include financial support for a student in financial planning, as well as mentorship from Mr. Adams, who is a principal in the wealth management firm of Adams, Gut & Associates. "On behalf of this Board, thank you for your continuing support and dedication to this University," Mr. Gingo said.

### In Memoriam

Mr. Gingo concluded his report by extending condolences on behalf of the Board to the family and friends of Phil Maynard, who had recently passed away. Mr. Gingo stated that "Phil was a valued member of The University of Akron Foundation executive committee and a tireless volunteer for the University and many other charitable organizations. He will be missed."

**REPORT OF THE PRESIDENT** (See Appendix K.)

**REPORT OF THE STUDENT TRUSTEES**

Ms. Gerzanics reported that the spring semester had brought many of their peers back to campus and the classroom, a very welcome change. While students' anticipation and excitement for warmer days ahead is typical, she said, this spring semester seems especially poignant with optimism. As the COVID-19 vaccine distribution is underway, with cases dropping and the nation turned toward the offensive against the pandemic, students are eager for what these developments mean for the summer and fall. More face-to-face instruction, events, and a return to some normalcy are eagerly awaited and seem achievable in some form by the end of 2021.

Ms. Gerzanics, along with Mr. Bennington, invited their colleagues on the Board to join them in the ongoing celebrations honoring Black History during February through the University's excellent virtual programming. Also during February, Undergraduate Student Government would initiate its search for Student Trustee candidates to fill the seat that would be vacated by Mr. Bennington on July 1, 2021.

Mr. Bennington then introduced as the featured speaker third-year law student Henna Schafer (see Appendix L), who presented on her Akron experience, particularly her role as graduate co-chair of the Inclusive Excellence Action Team.

**ACTION ITEMS**

Mr. Gingo said that, because the Board uses a consent agenda, it would hear reports from each committee proposing actions and would wait to hold one vote for all actions on the consent agenda. The Board would vote on any actions not listed on the consent agenda immediately after those items are raised. All the action items in the Board materials had been discussed in detail during committee meetings held earlier that morning.

**CONSIDERATION OF MINUTES** (“Board of Trustees” Tab)  
presented by Chair Gingo

By consensus, the proposed action to approve the minutes of the Board of Trustees meeting of December 9, 2020 was placed on the consent agenda.

**RESOLUTION 2-1-21** (See Appendix B.)

**REPORT OF THE FINANCE & ADMINISTRATION COMMITTEE**  
presented by Committee Chair Scala

- Personnel Actions recommended by Dr. Miller as amended (Tab 1)

**RESOLUTION 2-2-21** (See Appendix B.)

**ACTION: Scala motion on behalf of Committee, passed 8-0**



- Investment Report for the Quarter Ended December 31, 2020 (Tab 2)

Operating funds totaled \$200.2 million. Endowments totaled \$78.6 million, which reflected an increase in market value from June 30, 2020 of \$10.9 million.

**RESOLUTION 2-3-21** (See Appendix B.)

- Financial Report for the Six Months Ended December 31, 2020 and Revised Fiscal Year 2020-2021 Budgets (Tab 3)

The following revenue and expenditure totals were reported for the University's General Fund, Auxiliary Enterprises, and Departmental Sales and Services, including year-to-date comparisons to Fiscal Year 2020 and revised budget projections for the fiscal year ending June 30, 2021. The impact of various federal grants received by the University to offset expenditures or support University pandemic efforts had been incorporated into the revised budget projections, which also reflected smaller-than-budgeted combined enrollment decline and resulting higher-than-budgeted scholarships, as well as reduced campus utility costs and reinstated State Share of Instruction funding. The projections for June 30 shown below comprised the proposed revised Fiscal Year 2021 budget.

General Fund - Akron and Wayne	FY20		FY21			
	YTD June 30	YTD Dec. 31	Approved Budget	YTD Dec. 31	Projected June 30	
					\$	%
Tuition & General Service Fees	\$175,612,417	\$92,220,135	\$149,694,000	\$83,866,152	\$161,563,000	
Other Fees	20,352,098	11,105,222	16,717,000	9,585,612	18,224,000	
Scholarships	(52,693,281)	(32,386,100)	(48,259,000)	(24,674,605)	(52,683,000)	
<b>Net Tuition and Fees</b>	<b>143,271,234</b>	<b>70,939,256</b>	<b>118,152,000</b>	<b>68,777,159</b>	<b>127,104,000</b>	<b>108%</b>
State Share of Instruction	95,193,364	50,065,131	90,445,000	45,222,266	95,015,462	105%
Indirect Cost Recovery	4,702,402	2,337,797	4,000,000	1,804,936	3,631,000	
Investment Income	735,189	484,777	500,000	12,870	500,000	
Miscellaneous Revenue	2,610,741	1,705,861	4,121,000	2,957,092	4,600,000	
<b>Total Revenue</b>	<b>246,512,930</b>	<b>125,532,822</b>	<b>217,218,000</b>	<b>118,774,322</b>	<b>230,850,462</b>	<b>106%</b>
Compensation (Payroll & Fringe Benefits)	179,032,244	85,481,300	148,551,000	76,722,641	155,300,000	105%
Non-Personnel (Utilities & Operating)	37,099,259	23,810,736	37,622,000	17,615,124	33,504,000	89%
Re-charge of prior-year expenditures	0	0	0	(6,877,585)	(7,971,000)	
Re-charge of current-year expenditures	0	0	0	(2,929,277)	(8,826,000)	

General Fund - Akron and Wayne	FY20		FY21			
	YTD June 30	YTD Dec. 31	Approved Budget	YTD Dec. 31	Projected June 30	
					\$	%
<b>Total Net Expenditures</b>	<b>216,131,502</b>	<b>109,292,036</b>	<b>186,173,000</b>	<b>84,530,903</b>	<b>172,007,000</b>	<b>92%</b>
<b>Net Before Transfers</b>	<b>30,381,428</b>	<b>16,240,787</b>	<b>31,045,000</b>	<b>34,243,419</b>	<b>58,843,462</b>	
Transfers-In (Draw on Operating Reserves)	1,366,567	0	7,833,000	0	0	
Transfers-In Plant Fund and Other	1,131,571	131,571	0	0	0	
Advance-In	143,028	93,028	0	0	60,000	
Transfers-In Encumbrance	3,234,688	3,234,688	3,030,000	2,418,485	2,418,000	
Transfers-Out Plant Fund	(1,405,252)	(141,696)	(1,000,000)	(639,138)	(1,300,000)	
Transfers-Out Facilities Fee	(5,644,493)	(3,105,746)	(4,856,000)	(2,428,000)	(4,856,000)	
Transfers-Out General Service Fee	(11,631,000)	(5,929,000)	(9,328,000)	(4,664,000)	(9,328,000)	
Transfers-Out Other-Debt Service	(1,939,795)	(680,398)	(4,681,000)	(2,340,500)	(8,442,000)	
Transfers-Out Other	(13,098,257)	(5,694,506)	(22,043,000)	(11,021,500)	(15,333,000)	
Advance-Out	(120,000)	(290,000)	0	0	0	
Transfers-Out Encumbrance	(2,418,485)	0	0	0	(2,500,000)	
<b>Net Transfers</b>	<b>(30,381,428)</b>	<b>(12,382,059)</b>	<b>(31,045,000)</b>	<b>(18,674,653)</b>	<b>(39,281,000)</b>	
<b>Difference</b>	<b>\$0</b>	<b>\$3,858,728</b>	<b>\$0</b>	<b>\$15,568,766</b>	<b>\$19,562,462</b>	

Auxiliaries Combined Akron and Wayne	FY20		FY21			
	YTD June 30	YTD Dec. 31	Approved Budget	YTD Dec. 31	Projected June 30	
					\$	%
Revenue	\$36,627,478	\$18,061,099	\$19,166,000	\$10,348,026	\$21,281,000	111%
Compensation (Payroll & Fringe Benefits)	14,633,978	7,075,586	12,071,000	5,603,936	11,968,978	99%
Non-Personnel (Operating, Scholarships)	30,493,586	20,193,003	26,700,000	12,142,463	24,585,000	92%
Re-charge of prior-year expenditures	0	0	0	(155,186)	(155,186)	

Auxiliaries Combined Akron and Wayne	FY20		FY21			
	YTD June 30	YTD Dec. 31	Approved Budget	YTD Dec. 31	Projected June 30	
					\$	%
Re-charge of current-year expenditures	0	0	0	(93,440)	(93,440)	
<b>Total Net Expenditures</b>	<b>45,127,564</b>	<b>27,268,590</b>	<b>38,771,000</b>	<b>17,497,773</b>	<b>36,305,352</b>	<b>94%</b>
<b>Net Before Transfers</b>	<b>(8,500,086)</b>	<b>(9,207,491)</b>	<b>(19,605,000)</b>	<b>(7,149,747)</b>	<b>(15,024,352)</b>	
Transfers-In Facilities Fee	7,600,464	4,089,733	4,856,000	2,428,000	4,856,000	
Transfers-In General Service Fee	11,631,000	5,929,000	9,328,000	4,664,000	9,328,000	
Transfers-In Other-Debt Service	1,939,795	680,398	4,681,000	2,340,500	8,470,000	
Transfers-In Other	13,098,257	5,694,506	22,043,000	11,021,500	15,304,549	
Transfers-In Fund Balance	1,403,284	0	4,528,000	2,264,000	2,790,146	
Transfers-In Plant Fund	0	0	0	0	0	
Transfers-In Encumbrances	137,044	137,044	0	88,353	88,000	
Transfers-Out Plant Fund	(143,559)	(141,581)	0	18,819	19,000	
Transfers-Out Encumbrances	(88,353)	0	0	0	0	
Transfers-Out Other	(119,331)	(119,331)	0	0	0	
Transfers-Out Debt Service	(25,780,171)	(12,890,087)	(25,780,000)	(12,889,865)	(25,780,000)	
<b>Net Transfers</b>	<b>9,678,430</b>	<b>3,379,682</b>	<b>19,656,000</b>	<b>9,935,307</b>	<b>15,075,695</b>	
<b>Difference</b>	<b>\$1,178,344</b>	<b>(\$5,827,809)</b>	<b>\$51,000</b>	<b>\$2,785,560</b>	<b>\$51,343</b>	

Departmental Sales and Services Combined Akron and Wayne	FY20		FY21			
	YTD June 30	YTD Dec. 31	Approved Budget	YTD Dec. 31	Projected June 30	
					\$	%
Revenue	\$27,372,310	\$13,399,494	\$25,773,000	\$11,513,745	\$22,741,000	88%
Compensation (Payroll & Fringe Benefits)	3,611,287	1,816,179	3,354,000	1,692,164	3,441,000	103%
Non-Personnel (Operating, Premiums & Claims, Capital)	28,164,243	15,135,646	27,931,000	11,891,590	23,370,000	84%

Departmental Sales and Services Combined Akron and Wayne	FY20		FY21			
	YTD June 30	YTD Dec. 31	Approved Budget	YTD Dec. 31	Projected June 30	
					\$	%
Re-charge of prior-year expenditures	0	0	0	(8,308)	(8,308)	
Re-charge of current-year expenditures	0	0	0	0	0	
<b>Total Expenditures</b>	<b>31,775,530</b>	<b>16,951,825</b>	<b>31,285,000</b>	<b>13,583,754</b>	<b>26,802,692</b>	<b>86%</b>
<b>Net Before Transfers</b>	<b>(4,403,220)</b>	<b>(3,552,331)</b>	<b>(5,512,000)</b>	<b>(2,070,009)</b>	<b>(4,061,692)</b>	
Transfers-In Other	0	0	0	0	0	
Transfers-In Encumbrances	293,453	293,453	0	176,323	0	
Transfers-In Fund Balance	4,324,381	0	5,528,000	0	4,061,692	
Transfers-Out Other	0	0	0	0	0	
Transfers-Out Encumbrances	(176,323)	0	0	0	0	
<b>Net Transfers</b>	<b>4,441,511</b>	<b>293,453</b>	<b>5,528,000</b>	<b>176,323</b>	<b>4,061,692</b>	
<b>Difference</b>	<b>\$38,291</b>	<b>(\$3,258,878)</b>	<b>\$16,000</b>	<b>(\$1,893,686)</b>	<b>\$0</b>	

**RESOLUTION 2-4-21 (See Appendix B.)**

- Procurement for More Than \$500,000 (Tab 4)

**Staples/Brown Enterprise Solutions (General, Auxiliaries, Sales and Services, and Other Funds)**

An award was proposed to Staples/Brown Enterprise Solutions, the vendor for office supplies recently selected by the Inter-University Council Purchasing Group (IUC-PG). The award would cover an initial five-year agreement plus two optional one-year extensions for an aggregate amount not to exceed \$1,600,000. As a member of the IUC-PG, and as required by the Governor's Efficiency Task Force, the Purchasing Department requested approval to transition to Staples/Brown Enterprise Solutions effective March 1, 2021.

**RESOLUTION 2-5-21 (See Appendix B.)**

- New Summer 2021 Course Fees (Tab 5)

The resolution, proposed by the Buchtel College of Arts and Sciences, would approve three new fees associated with its Myers School of Art effective summer 2021. The proposed fees would

cover significant instructional costs not covered by tuition and would be subject to subsequent review and approval by the Ohio Department of Higher Education.

**RESOLUTION 2-6-21** (See Appendix B.)

- Termination of The University of Akron 403(b) Retirement Plan and The University of Akron Chief Executive 401(a) Retirement Plan (Tab 6)

In connection with the retirement of Dr. Luis M. Proenza, the proposed resolution would authorize the University to terminate The University of Akron 403(b) Retirement Plan and The University of Akron Chief Executive 401(a) Retirement Plan established for his benefit. The proposed action had been approved by the Plan custodian, Huntington National Bank.

**RESOLUTION 2-7-21** (See Appendix B.)

- Cumulative Gift and Grant Income Report for July 1 through December 31, 2020 (Tab 7)

From July 1 through December 31, 2020, The University of Akron recorded gifts of cash, bequests, gifts-in-kind and pledges totaling \$11,371,193.

**RESOLUTION 2-8-21** (See Appendix B.)

- Purchases \$25,000 to \$500,000 Report (Tab 8a) INFORMATION ONLY
- Purchases Over \$500,000 Report (Tab 8b) INFORMATION ONLY
- Capital Projects Report (Tab 9) INFORMATION ONLY
- Information Technology Report (Tab 10) INFORMATION ONLY
- Advancement Report (Tab 11) INFORMATION ONLY
- University Communications and Marketing Report (Tab 12) INFORMATION ONLY
- Public Liaison and Government Relations Report (TAB 13) INFORMATION ONLY

**REPORT OF THE ACADEMIC ISSUES & STUDENT SUCCESS COMMITTEE**

presented by Committee Chair Demas

- Proposed Department and College Name Changes (Tab 1)

A resolution was proposed for approval of the following department, school and college name changes, which had been voted upon by the respective faculty members and approved by the Faculty Senate:

- The School of Social Work would become the School of Social Work and Family Sciences;
- The Department of Disaster Sciences and Emergency Services would become the School of Disaster Science and Emergency Services;

- The merged School of Sports Science and Wellness Education and the School of Nutrition and Dietetics would become the School of Exercise and Nutrition Sciences; and
- The College of Health Professions would become the College of Health and Human Sciences.

**RESOLUTION 2-9-21** (See Appendix B.)

- Updated Structure for Overseeing Government Classified Information (Tab 2)

At its meeting on December 9, 2020, the Board of Trustees adopted Resolution 12-17-20, which established the Key Management Personnel Group to oversee the safe handling of government classified information in national industrial security program agreements. In response to subsequent clarification from the Department of Defense, the proposed resolution would appoint the President to replace the Executive Vice President and Provost as the Senior Management Official for the University in the Key Management Personnel Group.

**RESOLUTION 2-10-21** (See Appendix B.)

- Research Report (Tab 3) INFORMATION ONLY
- Student Success Report (Tab 4) INFORMATION ONLY

**REPORT OF THE RULES COMMITTEE**

presented by Committee Chair Ciraldo

- Revisions to University Rule 3359-20-05.1, Grading System, Discipline, Academic Probation and Dismissal (Tab 1)

Proposed modifications would remove language regarding repeating courses, since that language had been consolidated into Rule 3359-60-03.3, Repeating courses. The rule also would be amended to create separate President's List and Dean's List academic honors for part-time students, which is in line with practices at peer institutions.

**RESOLUTION 2-11-21** (See Appendix B.)

- Revisions to University Rule 3359-60-03.3, Repeating Courses (Tab 2)

The proposed revision would clarify that when a student repeats a course, only the grade for the last attempt at the course will be used in calculating the grade point average, which also is consistent with policies and practices at peer institutions.

**RESOLUTION 2-12-21** (See Appendix B.)

**CONSENT AGENDA VOTE**

Mr. Gingo said that each of the items on the consent agenda had been thoroughly discussed at committee meetings held earlier that morning and had been recommended for approval by the appropriate committee, which also had approved the addition of the items to the consent agenda.

**ACTION: Adkins motion, Ciraldo second for approval of Consent Agenda Resolutions 2-1-21, 2-3-21 through 2-12-21 passed 8-0.**

**NEW BUSINESS**

Mr. Gingo said that the Board would consider two items of new business. He then invited President Miller to present the first proposed action.

- Resolution Pertaining to Modifications to the Temporary Reduction of Employee Compensation (Tab 1)

President Miller made the following statement:

"The first item for discussion under new business is modifications to the temporary reduction of employee compensation. As you know, this Board authorized the University administration to institute a temporary, tiered reduction to annual base wages for several groups:

- a) Non-bargaining unit staff and contract professionals earning in excess of \$50,000 annually (and University employees subject to individual employment contracts, with whom modifications would be negotiated);
- b) All non-bargaining unit faculty and academic administrators with faculty rank not subject to an individual employment contract and earning in excess of \$50,000 annually; and
- c) Members of the University administration, who accepted larger, temporary voluntary reductions in base wages.

Also, the Board approved memoranda of understanding between the University and the Communications Workers of America (CWA) Local 4302, which included agreements to temporarily reduce the annual base wages of the Staff Bargaining Unit and the Physical Operations Center Unit employees.

In addition, the Board approved a tentative agreement with the Fraternal Order of Police (FOP), which included a temporary tiered reduction of annual base wages for its members.

In light of the University's revised budgetary projections impacted by the receipt of one-time governmental financial relief and other components, I am pleased to recommend to this Board approval of the resolution to return base wages to their July 1, 2020 levels for these impacted employees, consistent with a January 1, 2021 effective date, and further seek your approval to negotiate with the CWA, FOP and employees subject to individual employment agreements to take similar steps to restore annual base salaries to pre-reduction levels back to January 1, 2021.

I want to thank everyone for their shared sacrifice. We all appreciate the commitment of our University community and all of the efforts that have been made to adjust and adapt to these trying times. Mr. Chairman, I am happy to entertain any questions."

**RESOLUTION 2-13-21 (See Appendix B.)**  
**ACTION: Adkins motion, Ciraldo second, passed 8-0**

- Board of Trustees 2021-2022 Regular Meeting Schedule and Submission of Materials (Tab 2)

A resolution was proposed to adopt the 2021-2022 regular meeting schedule for the Board of Trustees and its standing committees. The resolution also requires the secretary and assistant secretary of the Board to prepare and implement a schedule for submission of materials and information for Board meetings to the Board office so that each Trustee shall be able to receive same in a timely manner prior to each Board meeting.

**RESOLUTION 2-14-21** (See Appendix B.)

**ACTION: Adkins motion, Ciraldo second, passed 8-0.**

**GOOD OF THE ORDER/ANNOUNCEMENTS**

Mr. Gingo offered a reminder that Advisory Trustee Dr. David James would deliver his final State of the Akron Public Schools address on the following day, Thursday, February 11, at noon via YouTube. He said that the Board office would be able to provide information to register and receive the online link.

Mr. Gingo then announced that the next regular meeting of the Board of Trustees would take place on Wednesday, April 21, 2021. An executive session would begin at 7:30 or 8:00 a.m. Committee meetings of the Board would take place on Friday, April 16.

**ADJOURNMENT**

**ACTION: Meeting adjourned by consensus at 11:40 a.m.**

Joseph M. Gingo  
Chair, Board of Trustees

M. Celeste Cook  
Secretary, Board of Trustees

April 21, 2021



**APPENDIX A: OTHERS PRESENT OR REMOTELY PARTICIPATING**

Dr. Matthew P. Akers, Public Liaison and Associate Director, The Ray C. Bliss Institute of Applied Politics\*

Kathryn R. Evans, Staff Employee Advisory Committee\*\*\*

Kim Gentile, Director, Admissions\*

Jennifer Harpham, Director, Student Financial Aid\*

Dr. Cher Hendricks, Interim Chief of Staff, Office of Academic Affairs\*

Sarah J. Kelly, Associate Vice President, Human Resources/CHRO\*

Paula D. Neugebauer, Coordinator, Office of the Board of Trustees\*\*

Tonia Ferrell, Chair, University Council\*\*\*

Alan D. Parker, Contract Professional Advisory Committee\*\*\*

Dr. Linda M. Saliga, Chair, Faculty Senate\*\*\*

Henna Schafer, Featured Student\*

Mark G. Stasitis, Assistant General Counsel\*

\*Via teleconference

\*\*Adjacent support

\*\*\*Via live stream as a campus representative

**APPENDIX B: RESOLUTIONS**

**RESOLUTION 2-1-21:** Pertaining to Approval of Board Meeting Minutes

BE IT RESOLVED, That the minutes of the Board of Trustees meeting of December 9, 2020 be approved.

**RESOLUTION 2-2-21:** Pertaining to Personnel Actions

BE IT RESOLVED, That the Personnel Actions recommended by President Gary L. Miller, dated February 10, 2021, as attached, which include but are not limited to hires, promotions, leaves, fellowships, reclassifications, renewals, non-renewals, orders of removal, etc., be approved as amended.

**RESOLUTION 2-3-21:** Acceptance of the Investment Report for the Quarter Ended December 31, 2020

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on February 10, 2021 accepting the Investment Report for the Quarter Ended December 31, 2020 be approved.

**RESOLUTION 2-4-21:** Acceptance of the Financial Report for the Six Months Ended December 31, 2020 and Revised FY 2020-2021 Budgets

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on February 10, 2021 accepting the General Fund, Auxiliary Funds, and Departmental Sales and Services Funds Financial Report for the Six Months Ended December 31, 2020, which includes revised FY 2020-2021 budgets in the form of year-end projections, be approved.

**RESOLUTION 2-5-21:** Acceptance of Procurement for More Than \$500,000

BE IT RESOLVED, That the following recommendation presented by the Finance & Administration Committee on February 10, 2021 be approved:

Award to Staples/Brown Enterprise Solutions a contract for office supplies for an initial term of five years with an option to renew up to two additional one-year terms, in an aggregate amount not to exceed \$1,600,000.

**RESOLUTION 2-6-21:** New Summer 2021 Course Fees

BE IT RESOLVED, That the recommendation of the Finance & Administration Committee on February 10, 2021, to effectuate the following fees associated with courses in Buchtel College of Arts & Sciences beginning with summer 2021, contingent upon approval by the Ohio Department of Higher Education, be approved.

Myers School of Art:

- 7100:111 Emerging Technologies
  - New course fee up to \$100

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- 7100:252 Foundation Forum: Studio
  - New course fee up to \$35
- 7100:253 Introduction to Ceramics for Non-Majors
  - New course fee up to \$85

**RESOLUTION 2-7-21:** Pertaining to Termination of The University of Akron Select 403(b) Retirement Plan and The University of Akron Chief Executive 401(a) Retirement Plan for Luis M. Proenza

WHEREAS, The University of Akron (the “Employer”) previously adopted The University of Akron Select 403(b) Retirement Plan (the “403(b) Plan”) for the benefit of Luis M. Proenza; and

WHEREAS, The University of Akron (the “Employer”) previously adopted The University of Akron Chief Executive Plan (the “401(a) Plan”) for the benefit of Luis M. Proenza; and

WHEREAS, The Employer reserves the right to amend said Plans from time to time and to terminate said Plans; and

WHEREAS, The Employer now desires to terminate the Plans; Now, Therefore,

BE IT RESOLVED, That the 403(b) Plan be amended as described in the Termination Amendment Number 2021-1 (attached as Exhibit A<sup>2</sup>), and that effective February 10, 2021, the 403(b) Plan is terminated; and

BE IT RESOLVED, That the Plan be amended as described in the Termination Amendment Number 2021-1 (attached as Exhibit B<sup>3</sup>), and that effective February 10, 2021, the Plan is terminated; and

BE IT FURTHER RESOLVED, That the appropriate authorized representatives of the Employer are authorized, empowered and directed to do all acts and things, including adopting the Plan amendments, necessary or desirable to effectuate the actions authorized herein.

**RESOLUTION 2-8-21:** Acceptance of Gift Income Report for July through December 2020

BE IT RESOLVED, That the recommendation of the Finance & Administration Committee on February 10, 2021 pertaining to acceptance of the Gift Income Report for July through December 2020 be approved.

**RESOLUTION 2-9-21:** Proposed Department and College Name Changes

WHEREAS, The faculty of the School of Social Work has voted to change the department name to the School of Social Work and Family Sciences to better reflect its mission; and

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<sup>2</sup> Exhibit A of Resolution 2-7-21 is included in these minutes as Appendix C.

<sup>3</sup> Exhibit B of Resolution 2-7-21 is included in these minutes as Appendix D.

**APPENDIX B: RESOLUTIONS, Page 3**

WHEREAS, The faculty of the Department of Disaster Sciences and Emergency Services has voted to change the department name to the School of Disaster Science and Emergency Services to better reflect its mission; and

WHEREAS, The faculty of the School of Sports Science and Wellness Education and the School of Nutrition and Dietetics have merged and voted to change their department name to the School of Exercise and Nutrition Sciences to better reflect its mission; and

WHEREAS, The faculty of the College of Health Professions has voted to change the College name to the College of Health and Human Sciences to better reflect its mission; and

WHEREAS, The faculty of said departments, schools, College and the Faculty Senate all recommend the above changes; and

WHEREAS, The President and the Office of Academic Affairs concur; Now, Therefore,

BE IT RESOLVED, That the recommendation presented by the Academic Issues & Student Success Committee on February 10, 2021 pertaining to the approval of the proposed departmental, school, and College name changes be approved.

**RESOLUTION 2-10-21:** Updating of Membership to the Key Management Personnel Group for National Industrial Security Program Agreements

WHEREAS, The University of Akron (“University”), an instrumentality of the state of Ohio, enacted Resolution 12-17-20 (attached as Exhibit A<sup>4</sup>), which established a Key Management Personnel Group for National Industrial Security Program Agreements; and

WHEREAS, Resolution 12-17-20 identified John Wiencek, Executive Vice President and Provost, as the Senior Management Official; and

WHEREAS, The Department of Defense has advised the University that the Senior Management Official, in the absence of the Chair of the Board of Trustees, must be the institution’s President; Now, Therefore,

BE IT RESOLVED, That the Board appoints Gary L. Miller, President, to replace John Wiencek as the Senior Management Official on the managerial group, “Key Management Personnel” or “KMP.” The remainder of the KMP shall continue to consist of Laurie Graupner, Facility Security Officer; Emily Njus, Alternate Facility Security Officer; Philip Allen, Alternate Facility Security Officer; and Christopher C. Daniels, Insider Threat Program Senior Official; and

BE IT FURTHER RESOLVED, That except as modified in this Resolution, all other provisions of Resolution 12-17-20 remain in full force and effect.

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<sup>4</sup> Exhibit A of Resolution 2-10-21 is included in these minutes as Appendix E.

**APPENDIX B: RESOLUTIONS, Page 4**

**RESOLUTION 2-11-21:** Revisions to University Rule 3359-20-05.1, Grading System, Discipline, Academic Probation and Dismissal

BE IT RESOLVED, That the recommendation presented by the Rules Committee on February 10, 2021 to revise Rule 3359-20-05.1, be approved.

**RESOLUTION 2-12-21:** Revisions to University Rule 3359-60-03.3, Repeating Courses

BE IT RESOLVED, That the recommendation presented by the Rules Committee on February 10, 2021 to revise Rule 3359-60-03.3, be approved.

**RESOLUTION 2-13-21:** Modifications to the Temporary Reduction of Employee Compensation

WHEREAS, The Board of Trustees (the “Board”) of The University of Akron (the “University”) adopted Resolution 5-5-20 on May 29, 2020 (attached as Exhibit A<sup>5</sup>), in which it authorized (a) the University administration to institute a temporary tiered reduction to annual base wages for non-bargaining unit staff and contract professionals earning in excess of \$50,000 annually, and to negotiate modifications to employment contracts for those University employees having individual employment contracts, and (b) the voluntary agreement by certain non-bargaining unit staff and contract professionals, including senior administration, to reduce their annual base wages in excess of the tiered reduction schedule; and

WHEREAS, The Board adopted Resolution 6-14-20 on June 10, 2020 (attached as Exhibit B<sup>6</sup>), in which the Board authorized the University administration to reduce temporarily the annual base wages of all non-bargaining unit faculty and academic administrators with faculty rank not subject to an individual employment agreement and earning in excess of \$50,000 annually. The Resolution also authorized the University administration to accept larger voluntary reductions by these employees; and

WHEREAS, The Board adopted Resolutions 7-1-20 and 7-2-20 on July 15, 2020 (attached as Exhibits C-1<sup>7</sup> and C-2<sup>8</sup>), in which the Board approved Memoranda of Understanding between the University and the Communications Workers of America, Local 4302, (the “CWA”) which included in part an agreement to a temporary reduction to annual base wages by both the Staff Bargaining Unit and the Physical Operations Center Unit employees of the CWA; and

WHEREAS, The Board adopted Resolution 7-3-20 on July 15, 2020 (attached as Exhibit D<sup>9</sup>), in which the Board approved a tentative agreement with the Fraternal Order of Police/Ohio Labor Council, Inc. (the “FOP”), which tentative agreement subsequently was approved by the FOP and which included a temporary tiered reduction to annual base wages; and

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<sup>5</sup> Exhibit A of Resolution 2-13-21 is included in these minutes as Appendix F.

<sup>6</sup> Exhibit B of Resolution 2-13-21 is included in these minutes as Appendix G.

<sup>7</sup> Exhibit C-1 of Resolution 2-13-21 is included in these minutes as Appendix H.

<sup>8</sup> Exhibit C-2 of Resolution 2-13-21 is included in these minutes as Appendix I.

<sup>9</sup> Exhibit D of Resolution 2-13-21 is included in these minutes as Appendix J.

**APPENDIX B: RESOLUTIONS, Page 5**

WHEREAS, The temporary wage reductions authorized by the Board were contemplated to extend through June 30, 2021; and

WHEREAS, The Board now wishes to modify the time of the temporary reductions; Now, Therefore,

BE IT RESOLVED, That effective January 1, 2021, the Board authorizes the University administration to shorten by fifty percent (50%) the approved duration for the temporary reduction to annual base wages, and to return base wages to their July 1, 2020 levels for non-bargaining unit staff, contract professionals, non-bargaining unit faculty, and academic administrators with faculty rank, who are not subject to an individual employment agreement and earning an annual base salary of greater than \$50,000; and

BE IT FURTHER RESOLVED, That the Board authorizes the University administration to take all steps necessary to return base wages to their July 1, 2020 levels for these employees, consistent with the January 1, 2021 effective date; and

BE IT FURTHER RESOLVED, That the Board authorizes the University administration to negotiate with the CWA (both the Staff Bargaining Unit and the Physical Operations Center Unit), the FOP, and employees subject to an individual employment agreement, and to take all steps necessary to restore annual base salaries to pre-reduction levels.

**RESOLUTION 2-14-21:** Board of Trustees 2021-2022 Regular Meeting Schedule and Submission of Materials

BE IT RESOLVED, That the 2021-2022 regular meeting schedule for the Board of Trustees and its standing committees be approved as follows, with the understanding that additional Board and/or committee meetings may be scheduled throughout the period, as well as special or emergency meetings pursuant to Rules of the Board of Trustees:

<b>COMMITTEE MEETINGS</b>	<b>BOARD OF TRUSTEES MEETING</b>
Wednesday, August 11, 2021	Wednesday, August 11, 2021
Wednesday, October 6, 2021	Wednesday, October 6, 2021
Friday, December 3, 2021	Wednesday, December 8, 2021
Wednesday, February 16, 2022	Wednesday, February 16, 2022
Wednesday, April 27, 2022	Wednesday, April 27, 2022
Friday, June 10, 2022	Wednesday, June 15, 2022

BE IT FURTHER RESOLVED, That the Secretary and Assistant Secretary of the Board shall prepare and implement for each regular Board meeting a schedule with deadlines for the submission of materials and information for Board meetings to the Board office so that each Trustee shall be able to receive such materials in a timely manner prior to each regular Board meeting, and they shall enforce such deadlines unless directed otherwise by the Board Chair.

**APPENDIX C: EXHIBIT A OF RESOLUTION 2-7-21**

**EXHIBIT A**

**TERMINATION AMENDMENT NUMBER 2021-1  
TO  
THE UNIVERSITY OF AKRON SELECT 403(B) RETIREMENT PLAN**

The University of Akron (the "Employer") hereby adopts this Termination Amendment Number 2021-1 to THE UNIVERSITY OF AKRON SELECT 403(B) RETIREMENT PLAN (the "Plan") on the date noted below.

WHEREAS, the Employer previously adopted the Plan; and

WHEREAS, the Employer reserves the right to amend said Plan from time to time and to terminate said Plan;

and

WHEREAS, the Employer now desires to terminate the Plan;

NOW, THEREFORE, effective February 10, 2021, the Plan is hereby terminated.

Participants in the Plan shall not accrue any additional benefits in the Plan as of the effective date of termination. All participants in the Plan are 100% vested in their accounts.

**IN WITNESS WHEREOF**, the Employer has executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE UNIVERSITY OF AKRON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX D: EXHIBIT B OF RESOLUTION 2-7-21**

**EXHIBIT B**

**TERMINATION AMENDMENT NUMBER 2021-1  
TO  
THE UNIVERSITY OF AKRON CHIEF EXECUTIVE RETIREMENT PLAN**

The University of Akron (the "Employer") hereby adopts this Termination Amendment Number 2020-1 to THE UNIVERSITY OF AKRON CHIEF EXECUTIVE RETIREMENT (the "Plan") on the date noted below.

WHEREAS, the Employer previously adopted the Plan; and

WHEREAS, the Employer reserves the right to amend said Plan from time to time and to terminate said Plan;

and

WHEREAS, the Employer now desires to terminate the Plan;

NOW, THEREFORE, effective February 10, 2021, the Plan is hereby terminated.

Participants in the Plan shall not accrue any additional benefits in the Plan as of the effective date of termination. All participants in the Plan are 100% vested in their accounts.

**IN WITNESS WHEREOF**, the Employer has executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE UNIVERSITY OF AKRON**

By: \_\_\_\_\_

Title: \_\_\_\_\_



APPENDIX E: EXHIBIT A OF RESOLUTION 2-10-21

THE UNIVERSITY OF AKRON

RESOLUTION 12-17-20

Pertaining to the Establishment of a  
Key Management Personnel Group for  
National Industrial Security Program Agreements

WHEREAS, The University of Akron ("University"), an instrumentality of the state of Ohio, desires to contract with agencies of the United States Government, which contracts include security clearance obligations; and

WHEREAS, Current Department of Defense ("DoD") policy requires either that the Chair of The University of Akron Board of Trustees (the "Board"), the President, and certain officers and directors meet personnel security clearance requirements required for the University's security clearance or that the Board adopt a resolution explicitly stating that Board members and officers designated by name do not require, and will be excluded from, access to all classified information in the University's possession, and do not occupy positions that would permit them to adversely impact the University's policies or practices in the performance of classified contracts for the DoD or other similar agencies under the National Industrial Security Program ("NISPOM") (the "Exclusion Resolution"); and

WHEREAS, The Board desires to adopt an Exclusion Resolution; Now, Therefore,

BE IT RESOLVED, That the Board appoints a managerial group (the "Key Management Personnel" or "KMP") and delegates to them the authority and responsibility to negotiate and administer the DoD agreement, including all duties, responsibilities and authorities pertaining to the University's obligations under NISPOM, and which KMP shall include: John Wiencek, Executive Vice President and Provost; Laurie Graupner, Facility Security Officer; Emily Njus, Alternate Facility Security Officer; Philip Allen, Alternate Facility Security Officer; and Christopher C. Daniels, Insider Threat Program Senior Official; and

BE IT FURTHER RESOLVED, That the following individuals who are not part of the KMP shall not have, and can be effectively excluded from, access to all classified information in the University's possession and possession of UA, and do not occupy positions that would permit them to adversely impact the University's policies or practices in the performance of classified contracts, including University Trustees (Chair Joseph M. Gingo, Vice Chair Olivia P. Demas, Vice Chair Dr. Alfred V. Ciraldo, Trustees Lewis W. Adkins Jr., Cindy Crotty, Michael J. Dowling, Thomas F. Needles, William A. Scala, Student Trustees Taylor Bennington and McKenzie Gerzanics, and, Advisory Trustees Anthony J. Alexander and David James) as well as all University officers and directors that are not KMP; and

BE IT FURTHER RESOLVED, That all KMP members either have or will obtain the required security clearances; and

BE IT FURTHER RESOLVED, That in the future, if a cognizant security agency (CSA) of the United States government determines that other University officials must be added to the KMP, unless otherwise required by the CSA, the authority to add members is delegated by the Board to the KMP, with approval of the President and the Executive Vice President and Provost, and with and notice to the Board.



A handwritten signature in blue ink, which appears to read "M. Celeste Cook", is written over a horizontal line.

M. Celeste Cook, Secretary  
Board of Trustees

**APPENDIX F: EXHIBIT A OF RESOLUTION 2-13-21**

**THE UNIVERSITY OF AKRON**

**RESOLUTION 5-5-20**

**Approval to Temporarily Reduce Non-Bargaining Staff and Contract Professional Employees’  
Annual Compensation and  
To Renegotiate Employment Contracts**

WHEREAS, On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency of international concern, and on January 31, 2020, the United States Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, On March 9, 2020, Governor Mike DeWine issued Executive Order 2020-01D, declaring a State of Emergency to protect the well-being of Ohio citizens from the dangerous effects of COVID-19 and to coordinate the state response to COVID-19; and

WHEREAS, On March 11, 2020, the WHO declared COVID-19 a global pandemic and on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, On March 17, 2020, The University of Akron (the “University”) Board of Trustees (the “Board”) passed Resolution 3-1-20, retroactive to March 9, 2020, authorizing the University President, in consultation with appropriate healthcare experts, governmental officials, and University officials, to oversee and direct all steps necessary to protect the health, safety, and welfare of the campus community and to maintain the essential functions and operations critical to carrying out the mission and business continuity of the University; and

WHEREAS, On May 5, 2020, Governor Mike DeWine announced that \$110 million will be cut from the Ohio Department of Higher Education’s fiscal year 2020 budget for the state’s public colleges and universities; and

WHEREAS, As a result of the reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021 and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021; and

WHEREAS, The University will offset a portion of the projected shortfall by reducing the administrative organization of the institution through a consolidation of the current eleven (11) college structure into significantly fewer academic colleges and by reducing departmental budgets by up to twenty-five percent (25%); and

APPENDIX F: EXHIBIT A OF RESOLUTION 2-13-21, Page 2

WHEREAS, Ohio Revised Code Chapters 3345 and 3359 grant the Board full power and authority on all matters relative to the administration of the University, including the authority to employ, fix the compensation of, and remove the president and such number of professors, teachers, and other employees as may be deemed necessary; and

WHEREAS, University President Gary L. Miller has volunteered to temporarily reduce his annual base wages by ten percent (10%), effective July 1, 2020, through June 30, 2021; and

WHEREAS, President Miller has requested that all senior administrators, including Cabinet members and those with the title of Vice President or Dean hired before April 1, 2020, join him in voluntarily reducing their annual base wages by ten percent (10%), effective July 1, 2020 through June 30, 2021; and

WHEREAS, The University administration now recommends to the Board that all non-bargaining staff and contract professionals hired before April 1, 2020, earning \$50,000 or more per year, who are not subject to an individual employment agreement, temporarily reduce their annual base wages, effective July 1, 2020, through June 30, 2021, in accordance with the scale reflected in the table below; Now, Therefore,

BE IT RESOLVED, That the Board authorizes the University administration to temporarily reduce the annual base wages of all non-bargaining unit staff and contract professionals hired before April 1, 2020, earning \$50,000 or more per year, who are not subject to an individual employment agreement, effective July 1, 2020, through June 30, 2021, in accordance with the scale reflected in the table, below;

<b>SALARY TIER</b>	<b>% REDUCTION</b>
Under \$50,000	0%
\$50,000 - \$66,999	3%
\$67,000 - \$91,999	4%
\$92,000 - \$124,999	5%
\$125,000 - \$149,999	6%
\$150,000 - \$199,999	7%
\$200,000 -	10%

and

BE IT FURTHER RESOLVED, That the Board authorizes University non-bargaining staff and contract professionals, as well as the University senior administration, including the President, Executive Vice President and Provost, Cabinet members and those with the title Vice President or Dean, to take a voluntary reduction to their annual base wage in excess of the tiered schedule of reductions, effective July 1, 2020, through June 30, 2021; and

APPENDIX F: EXHIBIT A OF RESOLUTION 2-13-21, Page 3

BE IT FURTHER RESOLVED, That the Board authorizes the University administration, retroactive to March 9, 2020, to negotiate modifications to the terms and conditions of employment contracts for those University employees having individual employment contracts and, in its discretion, to formally amend the terms and conditions of individual employment contracts, consistent with the terms of those contracts and the requirements of applicable University Rules and policies.



M. Celeste Cook, Secretary  
Board of Trustees



**APPENDIX G: EXHIBIT B OF RESOLUTION 2-13-21**

**THE UNIVERSITY OF AKRON**

**RESOLUTION 6-14-20**

**Approval to Temporarily Reduce Annual Compensation for  
Non-Bargaining Unit Faculty and for  
Academic Administrators having Faculty Rank**

WHEREAS, On May 5, 2020, Governor Mike DeWine announced that \$110 million will be cut from the Ohio Department of Higher Education's year 2020 budget for the state's public colleges and universities; and

WHEREAS, As a result of the reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021 and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021 and is examining all opportunities to create financial savings; and

WHEREAS, Ohio Revised Code Chapters 3345 and 3359 grant the Board full power and authority on all matters relative to the administration of the University, including the authority to employ, fix the compensation of, and remove the president and such number of professors, teachers, and other employees as may be deemed necessary; and

WHEREAS, University President Gary L. Miller and all senior administrators, including the Provost, Cabinet members, and those with the title of Vice President or Dean hired before April 1, 2020, voluntarily have agreed to temporarily reduce their annual base wages by ten percent (10%), effective July 1, 2020, through June 30, 2021; and

WHEREAS, This Board adopted a resolution on May 29, 2020, authorizing the University administration to reduce temporarily the annual base wages of all non-bargaining unit staff and contract professionals hired before April 1, 2020 and earning \$50,000 or more per year, who are not subject to an individual employment agreement, effective July 1, 2020, through June 30, 2021; and

WHEREAS, The University administration now recommends to the Board that all non-bargaining unit faculty and academic administrators with faculty rank, hired before April 1, 2020, and earning \$50,000 or more per year, who are not subject to an individual employment agreement, temporarily reduce their annual base wages, effective July 1, 2020, through June 30, 2021, in accordance with the scale reflected in the table below; Now, Therefore,

BE IT RESOLVED, That the Board authorizes the University administration to temporarily reduce the annual base wages of all non-bargaining unit faculty and academic administrators with faculty rank, hired before April 1, 2020, and earning \$50,000 or more per year, who are not subject to an individual employment agreement, effective July 1, 2020, through June 30, 2021, in accordance with the scale reflected in the table, below;

APPENDIX G: EXHIBIT B OF RESOLUTION 2-13-21, Page 2

SALARY TIER	% REDUCTION
Under \$50,000	0%
\$50,000 - \$66,999	3%
\$67,000 - \$91,999	4%
\$92,000 - \$124,999	5%
\$125,000 - \$149,999	6%
\$150,000 - \$199,999	7%
\$200,000 -	10%

and

BE IT FURTHER RESOLVED, That the Board authorizes University non-bargaining unit faculty and academic administrators with faculty rank, should they so choose, to take a voluntary reduction to their annual base wage in excess of the tiered schedule of reductions, effective July 1, 2020, through June 30, 2021.



M. Celeste Cook, Secretary  
Board of Trustees



THE UNIVERSITY OF AKRON

RESOLUTION 7-1-20

Approval of the Collective Bargaining Agreement between The University of Akron and the Communications Workers of America, Local 4302 (Physical Facilities Operations Center Unit)

WHEREAS, The University of Akron (the "University") and the Communications Workers of America, Local 4302, Physical Facilities Operations Center Unit, (the "CWA Unit") (collectively the "Parties") entered into a Collective Bargaining Agreement ("CBA") with an effective term of May 1, 2016 through April 30, 2020; and

WHEREAS, The Parties executed two contract extensions, extending the terms of the CBA until June 30, 2020; and

WHEREAS, The negotiating teams for the Parties have reached agreement on a Memorandum of Understanding (attached), which will extend the term of the CBA until June 30, 2021 and will modify other terms and conditions of the CBA during the term of extension; and

WHEREAS, This Memorandum of Understanding has been approved by a majority vote of the CWA Unit membership; Now, Therefore,

BE IT RESOLVED, That the proposed Memorandum of Understanding presented by the University's negotiating team, agreed to by a majority vote of the CWA Unit membership, and containing all of the tentative agreements and memoranda of understanding reached between the respective negotiating committees of the University and the CWA Unit is approved by the Board of Trustees of The University of Akron for a term effective July 1, 2020 through June 30, 2021, and that the Vice President and General Counsel is authorized to execute the necessary documents to effectuate the Agreement on behalf of the Board of Trustees.

  
M. Celeste Cook, Secretary  
Board of Trustees



**Memorandum of Understanding**

The University of Akron ("University") and the Communications Workers of America, Local 4302 ("CWA"), agree that, except otherwise provided below, for a one (1) year period, beginning on July 1, 2020 and ending June 30, 2021, for the bargaining unit certified by the State Employment Relations Board (SERB) on January 10, 1985 in Case No. 84-RC-04-0794 (aka the "CWA Unit"), as follows:

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency and on March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency.

As a result of the Governors reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021, and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021.

Recognizing the University's current financial situation, and to assist the University with the budget shortfall, and in sharing the sacrifice of non-bargaining unit University employees, the CWA Unit agrees to the following regarding wages and other terms and conditions of employment.

**Wages**

The CWA Unit agrees to accept an across-the-board, wage reduction of three-quarters of one percent (.75%) for the 2021 fiscal year (July 1, 2020 through June 30, 2021). The first pay period of the 2021 fiscal year was effective on June 22, 2020, therefore the employees in the CWA agree to accept the voluntary wage reduction beginning on that date.

**Health Insurance Premiums**

As a result of the savings gained from the voluntary wage reductions, above, there will be no increase in the CWA Unit employees' percentage of health insurance premium contributions. This arrangement is different (i.e. more favorable) to the CWA Unit than that for other, non-bargaining unit employees. The parties agree to revisit the issue of Health Insurance Premiums for the 2022 fiscal year.

**Furloughs**

The CWA Unit agrees to permit the University to implement up to two (2) furlough days per month (maximum 24 furlough days for the 2021 fiscal year). The furlough would be implemented consistent with University Rule 3359-11-02.1, with the exception as to the total number of days.

**Retiree Spouse and Dependent Healthcare Coverage**

Effective January 1, 2021, the CWA Unit agrees to permanent discontinuation of the retiree spouse and dependent healthcare coverage benefit. This change is consistent with the discontinuation of this benefit for the non-bargaining unit University employees.

**Retirement**

APPENDIX H: EXHIBIT C-1 OF RESOLUTION 2-13-21, Page 3

The employees in the CWA Unit, along with other non-bargaining unit employees, were given the opportunity to retire on or before January 1, 2021 so long as they documented their intention to retire prior to June 30, 2020.

**The Collective Bargaining Agreement**

The parties agree that, with the exception of the deletion of Article 4, Section 6 as a result of the *Janus* court decision and the modification to Article 35, Section 4(A) regarding health care premium contributions, the terms and conditions contained in Collective Bargaining Agreement, effective May 1, 2019 through April 30, 2020, as was mutually extended through June 30, 2020, shall remain in place for the duration of the this MOU and that said agreement will remain in full force and effect until midnight on June 30, 2021. The parties agree to follow Article 36, Duration, to negotiate a successor agreement. .

This MOU and Collective Bargaining Agreement are contingent on the ratification by the CWA Bargaining Unit and the approval of the University Board of Trustees.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this 6 day of July, 2020.


Recommended by:  Date: 07/06/2020  
Mark G. Stasitis

THE UNIVERSITY OF AKRON

By:  Date: 07/06/2020  
M. Celeste Cook

Witness:  Date: 07/06/2020  
Alysa Adce

THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4302

By:  Date: 7/3/2020

Witness:  Date: 7/3/2020

**APPENDIX I: EXHIBIT C-2 OF RESOLUTION 2-13-21**

**THE UNIVERSITY OF AKRON**

**RESOLUTION 7-2-20**

Approval of the Collective Bargaining Agreement between The University of Akron and the Communications Workers of America, Local 4302 (Staff Bargaining Unit)

WHEREAS, The University of Akron (the "University") and the Communications Workers of America, Local 4302, Staff Bargaining Unit, (the "SBU Unit") (collectively the "Parties") entered into a Collective Bargaining Agreement ("CBA") with an effective term of May 1, 2016 through April 30, 2020; and

WHEREAS, The Parties executed two contract extensions, extending the terms of the CBA until June 30, 2020; and

WHEREAS, The negotiating teams for the Parties have reached agreement on a Memorandum of Understanding (attached), which will extend the term of the CBA until June 30, 2021 and will modify other terms and conditions of the CBA during the term of extension; and

WHEREAS, This Memorandum of Understanding has been approved by a majority vote of the SBU Unit membership; Now, Therefore,

BE IT RESOLVED, That the proposed Memorandum of Understanding presented by the University's negotiating team, agreed to by a majority vote of the SBU Unit membership, and containing all of the tentative agreements and memoranda of understanding reached between the respective negotiating committees of the University and the SBU Unit is approved by the Board of Trustees of The University of Akron for a term effective July 1, 2020 through June 30, 2021, and that the Vice President and General Counsel is authorized to execute the necessary documents to effectuate the Agreement on behalf of the Board of Trustees.



M. Celeste Cook, Secretary  
Board of Trustees



July 15, 2020

**Memorandum of Understanding**

The University of Akron ("University") and the Communications Workers of America, Local 4302 ("CWA"), agree that, except otherwise provided below, for a one (1) year period, beginning on July 1, 2020 and ending June 30, 2021, for the bargaining unit certified by the State Employment Relations Board (SERB) on March 14, 2013 in Case No. 2012-REP-10-0115 (aka the "SBU Unit"), as follows:

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency and on March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency.

As a result of the Governors reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021, and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021.

Recognizing the University's current financial situation, and to assist the University with the budget shortfall, and in sharing the sacrifice of non-bargaining unit University employees, the SBU Unit agrees to the following regarding wages and other terms and conditions of employment.

**Wages**

The SBU Unit agrees to accept an across-the-board, wage reduction of one percent (1%) for the 2021 fiscal year (July 1, 2020 through June 30, 2021). The first pay period of the 2021 fiscal year was effective on June 22, 2020, therefore the employees in the SBU unit employees agree to accept the voluntary wage reduction beginning on that date.

**Health Insurance Premiums**

As a result of the savings gained from the voluntary wage reductions, above, there will be no increase in the SBU Unit employees' percentage of health insurance premium contributions. This arrangement is different (i.e. more favorable) to the SBU Unit than that for other, non-bargaining unit employees. The parties agree to revisit the issue of Health Insurance Premiums for the 2022 fiscal year.

**Furloughs**

The SBU Unit agrees to permit the University to implement up to two (2) furlough days per month (maximum 24 furlough days for the 2021 fiscal year). The furloughs would be implemented consistent with University Rule 3359-11-02.1, with the exception as to the total number of days.

**Retiree Spouse and Dependent Healthcare Coverage**

Effective January 1, 2021, the SBU Unit agrees to the permanent discontinuation of the retiree spouse and dependent healthcare coverage benefit. This change is consistent with the discontinuation of this benefit for the non-bargaining unit University employees.

**Retirement**

APPENDIX I: EXHIBIT C-2 OF RESOLUTION 2-13-21, Page 3

The employees in the SBU Unit, along with other non-bargaining unit employees, were given the opportunity to retire on or before January 1, 2021 so long as they documented their intention to retire prior to June 30, 2020.

**The Collective Bargaining Agreement**

The parties agree that, with the exception of the deletion of Article 2, Section 6 as a result of the *Janus* court decision and the modification to Article 34 (Insurance) regarding health care premium contributions, the terms and conditions contained in Collective Bargaining Agreement, effective May 1, 2019 through April 30, 2020, as was mutually extended through June 30, 2020, shall remain in place for the duration of the this MOU and that said agreement will remain in full force and effect until midnight on June 30, 2021. The parties agree to follow Article 35, Duration, to negotiate a successor agreement.

This MOU and Collective Bargaining Agreement are contingent on the ratification by the SBU Bargaining Unit and the University Board of Trustees.

Recommended by: Mark G. Stasitis Date: 07/06/2020  
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this 6 day of July, 2020.

By: M. Celeste Cook Date: 07/06/2020  
M. Celeste Cook  
THE UNIVERSITY OF AKRON

Witness: Alysa Appeldorn Date: 07/06/2020  
Alysa Appeldorn

THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4302

By: Dante Roberts Date: 7/3/2020

Witness: Ann Evans Date: 7/3/2020

**APPENDIX J: EXHIBIT D OF RESOLUTION 2-13-21**

**THE UNIVERSITY OF AKRON**

**RESOLUTION 7-3-20**

Approval of the Collective Bargaining Agreement between The University of Akron and the Fraternal Order of Police/Ohio Labor Council, Inc.

WHEREAS, The University of Akron (the "University") and Fraternal Order of Police/Ohio Council, Inc., (the "FOP") (collectively the "Parties") entered into a Collective Bargaining Agreement ("CBA") with an effective term of July 1, 2016 through June 30, 2020; and

WHEREAS, The Parties executed a Bargaining Extension on May 20, 2020, which extended the term of the CBA until June 30, 2020; and

WHEREAS, The negotiating teams for the Parties have reached agreement a Tentative Agreement (attached), which will extend the term of the CBA until June 30, 2021 and will modify other terms and conditions of the CBA during the term of the extension; Now, Therefore,

BE IT RESOLVED, That the proposed Tentative Agreement presented by the University's negotiating team, and containing all of the agreements and memoranda of understanding reached between the respective negotiating teams for the University and the FOP is approved by the Board of Trustees of The University of Akron, subject to ratification by the membership of the FOP; and

BE IT FURTHER RESOLVED, That the Vice President and General Counsel is authorized to execute the necessary documents to effectuate the Agreement on behalf of the Board of Trustees; and

BE IT FURTHER RESOLVED, That if the membership of the FOP does not ratify the attached Memorandum of Understanding, this resolution shall become null and void and be of no further effect.

  
M. Celeste Cook, Secretary  
Board of Trustees

July 15, 2020



**TENTATIVE AGREEMENT BETWEEN THE UNIVERSITY OF AKRON AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.**

The University of Akron (“University”) and the Fraternal Order of Police, Ohio Labor Council, Inc. (“FOP”), agree to a one (1) year extension of the current Collective Bargaining Agreement (“CBA”), beginning on July 1, 2020 and ending June 30, 2021.

On January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (WHO) declared the outbreak of COVID-19 a public health emergency and on March 9, 2020, Governor Mike DeWine issued executive order 2020-01D, declaring a State of Emergency.

As a result of the Governors reduction in state funding for fiscal year 2020, as well as the projected reduction in state funding for fiscal year 2021, and other financial losses resulting from the COVID-19 pandemic, the University projects a revenue shortfall of approximately \$65 million for fiscal year 2021.

***The Collective Bargaining Agreement***

Recognizing the University’s current financial situation, and to assist the University with the significant budget shortfall, and in sharing the sacrifice of other bargaining unit and non-bargaining unit University employees, the parties agree to extend the terms of current Collective Bargaining Agreement (“CBA”) for one year, with the following modifications:

*Article 3, Section 3.5:* Strike/Eliminate Entire Section based on *Janus* Supreme Court decision.

*Article 7, Section 7.1:* No bargaining unit member shall, for disciplinary reason, be reduced in pay or position, suspended, discharged, or removed except for just cause, including any violation of University and Police Department work rules. *When appropriate, the University shall utilize the principal of progressive discipline in an effort to correct misconduct.*

*Article 7, Section 7.7:* (new language): In disciplining an employee, the University shall not rely upon instances of first step written warnings which are more than twelve (12) months old or instances of suspension, with or without pay, which are more than twenty-four (24) months old.

*Article 9, Section 9.2:* All newly-appointed *Police Officer 1 employees* bargaining unit members will be considered probationary employees for the first twelve (12) months in active pay status with the University and during such period shall have no recourse to the grievance and arbitration procedure for the purpose of challenging any discipline or discharge; shall have no ability to exercise the application of seniority; and are employed at the sole discretion of the University. Upon the successful completion of the probationary period, seniority will be retroactive to the employee's date of appointment and said probationary employees shall become Police Officer 2 employees.

*Article 10, Section 10.5:* A laid off bargaining unit member will retain recall rights for a period of *twenty-four (24)* <sup>1.</sup> ~~twelve (12)~~ months from the effective date of the layoff. The recalled employee

shall have five (5) calendar days following the date of the recall notice to notify the University of the intention to return to work and must return to work on the date established by the University, which shall be not less than ten (10) days after the date of notice of recall, unless the University and the employee mutually agree to a different date. *The laid off bargaining unit member shall remain in good standing and be responsible for maintaining all necessary certifications and training requirements during the entire term of the recall period.*

*Article 12, Section 12.4 (new language):* Upon request of a bargaining unit member, disciplinary records more than twenty-four (24) months old shall not be maintained in the employee personnel file and shall instead be maintained in a separate inactive disciplinary file to await destruction as prescribed by the University's records retention policy.

*Article 19, Section 19.1:* See modified language in the Memorandum of Understanding ("MOU") attached hereto.

*Article 24, Section 24.2:* When a vacancy occurs in a Sergeant's or Lieutenant's position and the Chief of Police intends to fill the position, a notice of vacancy shall be posted on the bulletin boards where employee notices are usually posted for seven (7) calendar days prior to filling the vacancy. Written application must be received by the close of business on the last regular business day (Monday-Friday) prior to the end of the seven (7) calendar day period. The posting shall contain a description of the position to be filled, basic and special qualifications required, and work shift. Vacancies shall be awarded in accordance with University procedures. *The University agrees to meet and confer with the labor-management committee prior to posting any such Sergeant or Lieutenant's position.*

*Article 28, Section 28.1:* The University will continue to provide the following items to bargaining unit members:

1. Duty weapon
2. Duty ammunition
3. Badges
4. Patches
5. Protective Vests (Vests shall be replaced upon the specified time frames recommended by the manufacturer). *The University and the Union shall, through collaboration of the labor-management committee, mutually determine the protective vest(s) (i.e. protection level, style and type) to be utilized. Bargaining unit members shall be provided protective vests of similar protection level, style, type and cost of the protective vests provided to non-bargaining unit employees (i.e. the command staff). The ultimate decision regarding protective vest shall rest with the University.* The protective level of new vests will be level 2. Two carriers will be provided for the officer, one internal carrier and one external carrier.

*Article 30, Section 30.4 (new language):* Field Training Officer (FTO). Bargaining unit members who are designated as an FTO shall be compensated with one (1) additional hour of pay at the regular rate for each shift acting as an FTO.

*Article 32, Section 32.2:* The Chief of Police will post available shifts and schedules and



**APPENDIX J: EXHIBIT D OF RESOLUTION 2-13-21, Page 4**

bargaining unit members will be permitted to express shift preference based on seniority once per year (January) of each year of this Agreement. Seniority will prevail in shift assignments unless disapproved by the Chief of Police, however selections for shifts based on seniority shall not be unreasonably denied. *The University agrees to meet and confer with the labor-management committee before the posting of shifts and schedules.*

*Article 34:* The Duration of this Agreement shall be from July 1, 2020 through June 30, 2021. The parties mutually agree that upon expiration of this agreement on June 30, 2021, the parties shall continue to abide by the full force and effect of all terms and conditions of the CBA, as modified hereinabove, until such time that the parties reach an agreement to either terminate, modify or negotiate a successor collective bargaining agreement.

*This Tentative Agreement extending the Collective Bargaining Agreement are contingent on the ratification by the FOP Bargaining Unit and the University Board of Trustees.*

IN WITNESS WHEREOF, the parties have caused this Tentative Agreement to be made effective as of the dates written below.

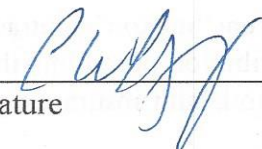
FOR THE EMPLOYER:

 07/20/2020  
M. Celeste Cook

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 07/20/2020  
Mark G. Stasitis

Signature \_\_\_\_\_ Date \_\_\_\_\_

FOR THE FOP/OLC:

 7/20/20  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

Except as otherwise indicated below, The University of Akron (“University”) and the Fraternal Order of Police, Ohio Labor Council, Inc. (“FOP”), agree to this one (1) year Memorandum of Understanding (MOU), beginning on July 1, 2020 and ending June 30, 2021.

***Compensation***

Members of the FOP unit agree to the following temporary tiered wage reductions for the time period of July 1, 2020 through June 30, 2021:

<b>Salary Tier</b>	<b>% Reduction</b>
Under \$50,000	0%
\$50,000 - \$66,999	3%
\$67,000 - \$91,999	4%
\$92,000 - \$124,999	5%
\$125,000 - \$149,999	6%
\$150,000 - \$199,999	7%
\$200,000+	10%

***Benefits***

Consistent with current “me too” contract language, members of the FOP unit agree to no changes to health care contribution premiums through December 31, 2020. The FOP unit agrees to the following changes to health insurance premium contributions as of January 1, 2021 and ending December 31, 2021:

<b>Salary Tier</b>	<b>Current</b>	<b>Proposed</b>
Under \$32,000	15%	15%
\$32,000 - \$36,999	17%	17%
\$37,000 - \$47,999	18%	18%
\$48,000 - \$49,999	19%	19%
\$50,000 - \$66,999	19%	30%
\$67,000 - \$91,999	20%	31%
\$92,000 - \$124,999	21%	32%
\$125,000+	23%	34%

***Retirement***

In an effort to reduce costs, the members of the FOP, along with other University non-bargaining unit employees, were given the opportunity to retire on or before January 1, 2021 so long as they documented their intention to retire prior to June 30, 2020.

***Officer in Charge (OIC)***

The parties agree to modify *Article 19, Section 19.1* of the current CBA on a trial basis, as follows:

Whenever no supervisor is working an assigned shift, the Chief of Police or designee (including a sergeant) will have the sole discretion to determine whether an Officer-in-Charge (OIC) is required. In the absence of an appointment, the senior officer assigned to the shift will be the OIC. To earn OIC pay, the officer must be directly supervising two or more other officers and serve as OIC for more than ~~two (2)~~~~four~~ hours during an eight (8)-hour shift. The compensation for OIC will be ~~an additional three dollars (\$3.00) per hour for each hour the officer serves~~~~1/4 hour of overtime for each day~~ as OIC. It is the responsibility of each OIC to ensure that the OIC compensation is properly logged on the time-card and the OT board/page. This article shall not apply to special details or to the Wayne Campus unless approved by the Chief of Police or designee.

***Fee (Tuition) Remission***

The University will provide any laid-off employee (and his/her dependents) with the same fee remission benefits offered to then current employees for up to four (4) years from the date of layoff to allow completion of any degree program in which they are currently enrolled, so long as there is no break in attendance. The University shall provide any laid-off employee (and his/her dependents) with the same fee remission benefits offered to then current employees for up to one (1) year for any laid-off employee (and his/her dependents) who is currently enrolled in classes for the first time for the Fall 2020 semester.

***No Contracting***

The University agrees that for the duration of this MOU, it shall not contract out bargaining unit work except in cases of special events (e.g., sporting events, concerts, etc.), emergency situations, to provide adequate protection of University property (e.g., a University garage, an outlying building, especially valuable property, campus disruption, etc.).

*This MOU is contingent on the ratification by the FOP Bargaining Unit and the University Board of Trustees. The parties agree that the language in this MOU is not precedent setting.*

**APPENDIX J: EXHIBIT D OF RESOLUTION 2-13-21, Page 7**

IN WITNESS WHEREOF, the parties have caused this Tentative Agreement to be made effective as of the dates written below.


FOR THE EMPLOYER:

FOR THE FOP/OLC:

Recommended By:

 07/20/2020  
Signature M. Celeste Cook Date

 7/20/20  
Signature Date

 07/20/2020  
Signature Mark G. Stasitis Date

Signature Date

## APPENDIX K: REPORT OF THE PRESIDENT

Thank you, Chairman Gingo, and thank you all for your service on this Board.

If I could just add a word of personal privilege regarding Phil Maynard, whom we mourn today, Phil was very kind to me when I first came to the University. He met with me for lunch two or three times to talk with me about the University and the community and answer my questions. I have always appreciated that kindness, and I will miss him.

I also want to add my gratitude to all the people who worked on behalf of the University and on behalf of the Akron-AAUP to come to a tentative agreement. It is appropriate that we will have nothing to say about this agreement until it is approved by the Akron-AAUP membership, but I am incredibly grateful for the energy and creativity of our negotiating team. I want to say here publicly how deeply appreciative I am of the professional and collegial spirit of the union and their negotiating team, so thank you all.

### University Highlights

We have a lot going on at the University, even though we are in the midst of the COVID-19 pandemic, and it is my great honor today to give you some updates on what is happening at the University and with some of our people.

- The University and four partnering community colleges received a two-year **OhioCorps Pilot Grant** from the Ohio Department of Higher Education, valued at more than \$345,000. This program will help develop mentorship programs providing pathways to higher education for at-risk secondary students in our region. We are very excited about that.
- We reaffirmed our commitment to The LeBron James Family Foundation's I Promise students by introducing the **Zips Promise Scholarship**. This new scholarship, valued at more than \$13,000 per year, will offer housing and meals for up to four years of study to five first-time, full-time students from the I Promise program's class of 2021. We are very excited about that.
- The University is one of the first higher education institutions worldwide, and one of only two in Ohio, participating in the new **Microsoft Learn for Educators** program. The program offers students a unique opportunity to learn about new and emerging cloud-based platforms from Microsoft, such as Microsoft Azure. Upon completion of the program, our students will obtain industry-recognized Microsoft credentials and certificates, boosting their employability and market value.

### College, Program and Athletics

- We are very proud of the **College of Business Administration**, which was ranked among the top-100 undergraduate business schools in the country and fourth in Ohio in a recent 2021 ranking. The college moved up 19 places from last year's ranking in the Poets&Quants for Undergrads ranking system. The College ranked Number 76 overall and in the top 50 among public schools. Our strongest category ranking was employment outcomes based on students' internship rate, job placement rate, and starting salaries. Only schools accredited by the

**APPENDIX K: REPORT OF THE PRESIDENT, Page 2**

AACSB were eligible for this ranking, and I want to remind you that The University of Akron's College of Business Administration is among approximately one percent of business schools worldwide holding dual AACSB accreditation in business and accounting. We are very proud of that.

I also want to mention a recent event at the College of Business Administration that Georgia and I attended. The College celebrated the unveiling of a commissioned painting done by alumnus and local artist Matt Miller, which had been mounted above the stairway in the Anthony J. Alexander Professional Development Center. Aptly titled "Fiat Lux," it is a wonderful, 8-by-6-foot painting featuring the Greek god Mercury bearing a torch, symbolizing the University's bright and hopeful future. The painting was commissioned by Dean Susan Hanlon and her husband Bill, who also graciously donated the funds to purchase the painting. We really appreciate their work in celebration of the University's sesquicentennial and to give back to the College of Business Administration.

- Our **Emerging Leaders** program in the Department of Residence Life and Housing received a newly established award from the Association for the Promotion of Campus Activities. The program received the Association's first Leadership Training of the Year award, honoring the program's exemplary leadership training for students. The Emerging Leaders program has received numerous awards since its inception in 2001. We are very proud of that group.
- We also are very proud of our student-athletes. Despite unprecedented academic and athletic challenges this past year, our **athletic teams collectively earned a cumulative GPA of 3.385** last fall, with every team earning a GPA of 3.0 or better. Seven programs posted their highest single-semester GPA in the past ten years, including the women's volleyball team, which earned a program-best 3.807 team GPA. Moreover, 14 percent of our student-athletes, or 64 students, recorded a perfect GPA of 4.0. These student-athletes are a great group of leaders!
- Our Esports program, **Zips Esports**, hosted a 48-hour livestream event—only Esports people can stay up 48 hours at a time—to raise \$3,500. The funds were used to purchase a GO Kart, which is a portable video game kiosk, from the nonprofit Gamers Outreach for the Akron Children's Hospital. This portable game kiosk will allow children receiving medical treatment to enjoy gaming while they are in the hospital. What a great service!

Individuals

- **Dr. Nita Sahai, professor and Ohio Research Scholar in the School of Polymer Science and Polymer Engineering** was featured in a recent documentary about meteorites. The film, titled "Fireball: Visitors from Darker Worlds," was co-directed by acclaimed filmmaker Werner Herzog and Dr. Clive Oppenheimer, and holds a 98-percent critics' approval rating on the review aggregator Rotten Tomatoes.

**APPENDIX K: REPORT OF THE PRESIDENT, Page 3**

- A student research team led by **Dr. Amelia Zhou, assistant professor of Chemical, Biomolecular, and Corrosion Engineering** received a \$25,000 grant from the U.S. Environmental Protection Agency. The grant supports Dr. Zhou's work on developing an environmentally friendly alternative to polyurethane coatings, which are traditionally produced using hazardous and toxic chemicals.
- **Dr. David Bastidas, associate professor of Chemical, Biomolecular, and Corrosion Engineering** was honored with a 2020 National Concrete and Corrosion Award from the National Center for Education and Research on Corrosion and Materials Performance. The award recognizes his work as an educator and researcher in developing corrosion inhibitors for concrete steel structures.
- **Dr. Christin Seher, co-director of UA's EXL Center and an associate professor of practice in the School of Nutrition and Dietetics** was recently recognized for her work on diversity, equity, and inclusion related to dietetics. Dr. Seher earned first place in the Innovations in Nutrition and Dietetics Education and Practice session at the Food and Nutrition Conference and Expo, the world's largest gathering of food and nutrition experts.
- **Dr. Erin Miller, professor of instruction in the School of Speech-Language Pathology and Audiology** was given the Honors of the Academy award by the American Academy of Audiology. This award, given to individuals who have made notable contributions in the field, acknowledges Dr. Miller's outstanding record of professional service and leadership on more than 60 committees and councils. She has served on the Academy's board of directors and is a past president of the Academy. This is a great example of how our faculty provides service in the community and in their disciplines.
- **Kalie Jenkins, assistant athletics trainer at UA and her former colleague, John Walters,** recently were given the Lifesaving Award for Professional Responders by the American Red Cross of Greater Akron and the Mahoning Valley. Jenkins and Walters administered CPR to an ill spectator at an indoor track meet at the Stile Athletics Field House in January 2020. This pair provided life support until first responders arrived on the scene, and, as a result, that spectator has made a full recovery.
- **Akron Law Professor Camilla Hrdy** presented her essay, "Enabling Science Fiction," co-authored with former Akron Law Professor Daniel Brean, at last month's Association of American Law Schools' panel, "Science Fiction and the Law." The essay explores the fascinating parallels between intellectual property and patent law and science fiction, with respect to real and fictional inventions.
- **Dr. John Green, former interim president of The University of Akron and director emeritus of The Ray C. Bliss Institute of Applied Politics** continues his productive ways. He recently co-authored and published a new book with Cambridge University Press titled *Secular Surge: A New Fault Line in American Politics*. The book examines the political causes and consequences of the rise of secularism in American society. We congratulate Dr. Green on his continued work and wish him well.



**APPENDIX K: REPORT OF THE PRESIDENT, Page 4**

- **Dr. Robert Williams, senior lecturer** who teaches Technology and Human Values recently flew the Zips flag in England. He presented his paper, "Garrison State Interventionism in U.S. Politics," at the 47<sup>th</sup> Conference of the American Politics Group of the UK Political Studies Association, held virtually by the University of Kent in England.
- **Dr. Dimitria Gatzia, professor of Philosophy** published and co-edited a book titled *The Philosophy and Psychology of Ambivalence: Being of Two Minds* with Routledge Studies in Contemporary Philosophy. The book is a collection of original essays by top scholars, including Gatzia, addressing agency and ambivalence with respect to rationality, knowledge, autonomy, self-governance, well-being, and social cognition.
- **David Szalay, professor of Art** illustrated a soon-to-be published, nonfiction picture book about William J. Wilgus, the engineer responsible for designing and constructing New York City's Grand Central Terminal. Szalay, known for his whimsical illustrations in children's books, has won numerous awards in advertising and illustration competitions.
- **Dr. Ann Usher, associate dean for Arts and Humanities in the Buchtel College of Arts and Sciences and coordinator of music education** has been appointed to the Board of Directors of the National Center for Choreography at The University of Akron. We are very proud of her work. She has directed the Cleveland Orchestra Children's Chorus for 20 years and taught in public schools in the Cleveland area for 10 years.
- This past year, four students and alumnae from our nationally renowned Industrial/Organizational Psychology program won major scholarship and teaching awards.
  - **Ph.D. students Ketaki Sodhi and Catalina Flores** won awards from the Society for Industrial and Organizational Psychology supporting their dissertation work on feedback seeking.
  - **Alumnae Dr. Alexandra Zelin and Dr. Allison Gabriel** won awards recognizing their professional achievements from the American Psychological Association and the Academy of Management, respectively.

Mr. Chairman and members of the Board, I hope you agree that we have a fantastic University with great faculty who remain productive and committed to our students and to their disciplines, and we should all be very proud. Thank you very much.



**APPENDIX L: FEATURED STUDENT**

HENNA SCHAFER

Henna Schafer serves as the graduate co-chair of the Inclusive Excellence Action Team. She is a third-year student in The University of Akron School of Law, where she is a member of Akron's chapter of the American Constitution Society. She has previously been employed by the Ohio Civil Rights Commission and currently is working for the law firm of Edward L Gilbert on civil rights litigation.

**THE UNIVERSITY OF AKRON**  
**BOARD OF TRUSTEES**  
Special Meeting Minutes  
March 1, 2021  
Student Union, Room 339

**Board Members Present:**

Joseph M. Gingo, Chair*	Lewis W. Adkins, Jr.*	Thomas F. Needles*
Olivia P. Demas, Vice Chair*	Cindy P. Crotty*	William A. Scala*
Alfred V. Ciraldo, M.D., Vice Chair*	Michael J. Dowling*	

\*Via teleconference

**Student Trustees Present:**

Taylor A. Bennington*	McKenzie K. Gerzanics*
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\*Via teleconference

**Advisory Trustees Present:**

Anthony J. Alexander*	Dr. David W. James*
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\*Via teleconference

**Staff Officers of the Board Present:**

M. Celeste Cook, Secretary; Vice President & General Counsel\*  
John J. Reilly, Assistant Secretary; Associate Vice President & Deputy General Counsel  
\*Via teleconference

**Administrative Officers Present:**

Dr. Gary L. Miller, President  
Dr. John M. Wiencek, Executive Vice President and Provost  
Kimberly M. Cole, Vice President, Advancement\*  
Tammy Ewin, Vice President/Chief Communication and Marketing Officer  
Dallas A. Grundy, Senior Vice President, Finance/Chief Financial Officer  
Wayne R. Hill, Vice President and Chief of Staff  
Dr. John A. Messina, Vice President, Student Affairs\*  
Nathan J. Mortimer, Vice President, Operations\*  
Dr. Rex D. Ramsier, Vice Provost and Director, Academic Administrative Services  
Dr. Joseph Urgo, Interim Senior Vice Provost; Acting Dean, Buchtel College of Arts and Sciences\*  
Lawrence R. Williams, II, Director, Athletics\*  
Dr. Sheldon Wrice, Interim Chief Diversity Officer\*  
\*Via teleconference

**Others Present or Remotely Participating:**

Dr. Matthew P. Akers, Public Liaison and Associate Director, The Ray C. Bliss Institute of Applied Politics\*  
Scott M. Campbell, Associate General Counsel and Records Compliance Officer\*\*  
George S. Crisci, Attorney

Amy S. Gilliland, Director, Office of Resource Analysis & Budget\*

Anne C. Hanson Hilaire, Director, Community Relations and Engagement\*

Dr. Cher Hendricks, Interim Chief of Staff, Office of Academic Affairs\*

Sarah J. Kelly, Associate Vice President, Human Resources/CHRO\*

Paula D. Neugebauer, Coordinator, Office of the Board of Trustees \*\*

Mark G. Stasitis, Assistant General Counsel

\*Via teleconference

\*\*Adjacent support

### **SPECIAL BUSINESS MEETING OF THE BOARD OF TRUSTEES**

Mr. Gingo called the meeting to order at 10:30 a.m. The meeting included in-person attendees and others present via teleconference or live stream in accordance with provisions of Ohio government pandemic orders and legislation<sup>1</sup>. The Board adjourned into executive session on a 7-0 vote for the purposes of reviewing for collective bargaining sessions pursuant to O.R.C. 121.22(G)(4). The meeting returned to public session at 10:55 a.m. on an 8-0 vote.

### **NEW BUSINESS**

- Approval of the Collective Bargaining Agreements Between The University of Akron and The University of Akron Chapter, American Association of University Professors (Akron-AAUP)

Mr. Gingo made the following statement:

"On behalf of The University of Akron's Board of Trustees, I want to express how pleased we are that the agreement has been ratified with such overwhelming support. I want to thank the membership of the Akron-AAUP and the University's administration for their collective efforts throughout this process. This agreement brings stability to the institution and renews a spirit of cooperation for the benefit of our campus community and, most importantly, our students."

Chairman Gingo then invited President Miller to comment. President Miller made the following statement:

"Thank you, Mr. Chairman. I just want to take a point of privilege here to congratulate our Student Trustee Taylor Bennington, who was on Akron Law's Trial Team that just won the Texas Young Lawyer Association national competition, so congratulations to Mr. Bennington.

Mr. Chairman, shortly this morning after this meeting ends, we will have a press conference, and I will make some detailed remarks at that time. For the moment, though, I want to echo what you have said. We believe this agreement will give the University the stability and collaborative environment it needs to grow and find even better ways to meet the needs of our students and sustain our faculty and staff.

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<sup>1</sup> [133<sup>rd</sup> General Assembly, Substitute House Bill Number 404](#)

I do want to take this opportunity, Mr. Chairman, to extend my deepest appreciation to you and members of this Board. Throughout this long process, you have given us wise, clear and consistent guidance. You carefully reviewed and monitored our strategy and offered valuable suggestions from your own experience. And from the beginning of this process to now, there has been no shred of doubt that this Board's deepest commitments are to the University, its faculty and staff, and most especially, our current and future students. So, on behalf of the entire University of Akron, I want to thank you for your leadership."

### **RESOLUTION 3-1-21**

Approval of the Collective Bargaining Agreements Between The University of Akron and The University of Akron Chapter, American Association of University Professors (Akron-AAUP)

BE IT RESOLVED, That the proposed Collective Bargaining Agreements (attached as Exhibit A<sup>2</sup>) presented by The University of Akron's negotiating team and containing all of the tentative agreements and memoranda of understanding reached between the respective negotiating teams of The University of Akron and the Akron-AAUP, and having been ratified by the Akron-AAUP on February 26, 2021, are approved by the Board of Trustees of The University of Akron for a term effective January 1, 2021 through December 31, 2023 (Agreement #1) and January 1, 2024 through June 30, 2026 (Agreement #2); and

BE IT FURTHER RESOLVED, That the University administration is authorized to execute the necessary documents to effectuate the Agreements on behalf of the Board of Trustees.

**ACTION: Adkins motion, Crotty second, passed 8-0**

### **ADJOURNMENT**

Mr. Gingo said that the next regular meeting of the Board of Trustees is scheduled to take place on Wednesday, April 21; an executive session would begin at 7:30 or 8:00 a.m. Committee meetings of the Board are scheduled to take place on Friday, April 16.

**ACTION: Meeting adjourned at 11:03 a.m.**

Joseph M. Gingo  
Chair, Board of Trustees

M. Celeste Cook  
Secretary, Board of Trustees

April 21, 2021

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<sup>2</sup> Exhibit A of Resolution 3-1-21 is included in these minutes as Appendix A.

**Exhibit A**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF AKRON**

**AND**

**THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,  
THE UNIVERSITY OF AKRON CHAPTER**

**Contract #1: Effective January 1, 2021 through December 31, 2023**

**Contract #2: Effective January 1, 2024 through June 30, 2026**

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**ARTICLE 1**  
**PREAMBLE**

Section 1.    Agreement

This is an agreement by and between The University of Akron (hereinafter referred to as the “University”) and the American Association of University Professors, The University of Akron Chapter (hereinafter referred to as Akron-AAUP).

Section 2.    Purpose

The purpose of this Agreement is to set forth the understanding between the University and the Akron-AAUP as to the terms and conditions of employment of members of the bargaining unit as specified herein.

**ARTICLE 2**  
**RECOGNITION**

The University recognizes the Akron-AAUP as the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

The bargaining unit shall include all full-time faculty ~~of at the Akron and Wayne College campuses of~~ the University of Akron, including librarians holding faculty rank. The following shall be excluded: President; Vice Presidents; Deans; Assistant Deans and Associate Deans of Colleges; Assistants to the President and Vice Presidents; Division Chairs and Department Chairs and School Directors; Adjunct, part-time, temporary, visiting and research faculty; contract professional employees; faculty whose primary appointment is in the University of Akron School of Law; supervisory employees; and all other employees of the University.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

Section 1.    Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees (“Board”) and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not.

Section 2.    Without limiting the generality of the foregoing, it is understood and agreed that, except as otherwise provided in this Agreement, the Board has the right to adopt new or modify or terminate existing rules, policies, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board shall also have the right to take any action it considers

**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 4**

necessary and proper to effectuate any management right reserved to it by Section 4117.08(C) of the Ohio Revised Code, including:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

**ARTICLE 4**  
**ASSOCIATION RIGHTS**

**Section 1. Access to Information for Contract Implementation**

- A. At the beginning of the fall semester of each academic year, the University will furnish to Akron-AAUP a complete list of all members of the bargaining unit, including name, academic department, rank, tenure status, gender, years in service, years in rank, year of highest degrees, and base salary. Interim changes, including promotions, terminations, and new hires of bargaining unit faculty, complete with name, academic department, rank, tenures status, and base salary where new or changed, will be provided to the Akron-AAUP immediately following confirmation of the employment action by the Board.
- B. Upon written request by the Akron-AAUP, the University agrees to make available to Akron-AAUP, both in hardcopy and electronic formats, such



## APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 5

data and information that is reasonably related to the enforcement or negotiation of this Agreement and future Agreements, including, but not limited to, any and all budgets, financial reports and student enrollment data.

- C. Akron-AAUP will be furnished information regarding Board meetings and actions in accord with Ohio's open meeting and public records laws.

### Section 2. Access to University Resources

- A. During the term of this Agreement the University will allow the full-time use of a room for union officers and designated union representatives.

- B. The University shall provide the following to the Akron AAUP:

office and storage space exclusively for the use of the Akron-AAUP, and non-exclusive conference room space, as well as a telephone line, computer line and access to the University's secured network, all as consistent with what the University has provided immediately prior to the effective date of this Agreement.

- C. The University will deduct regular union dues, fees, fines, and assessments established under the terms of the Akron-AAUP Constitution, using payroll deduction for ~~Akron-AAUP members~~ BUF members, upon presentation of a signed, written deduction authorization by the BUF member. No member of the bargaining unit shall be required to become a member of the Akron-AAUP as a condition for securing or retaining employment at the University. ~~The University shall deduct from each employee covered by this Agreement who is not a member of the Akron-AAUP a fair share fee, consistent with the Akron-AAUP's lawful assessment, such assessment not to exceed the amount of the regular union dues paid by members of the Akron-AAUP. Payments by members of the bargaining unit holding religious objections shall be governed by Section 4117.09(C) of the Ohio Revised Code. All deductions, together with an alphabetical list of names of members of the Akron-AAUP bargaining unit whose dues or fair share fees have been deducted, shall be transmitted to the Akron-AAUP no later than the fifteenth (15th) of the following month, and upon receipt, the Akron-AAUP shall assume full responsibility for the disposition of all funds deducted. The University shall assess no charge upon Akron-AAUP for the administering of these deductions.~~
- D. An electronic copy of this Agreement in .pdf format will be provided to the Akron-AAUP.

Section 3. Service Recognition

For purposes of service recognition only, all University committees and administrators evaluating bargaining unit faculty performance shall consider and credit service to the local Akron-AAUP union in the same manner as they consider and credit service to all other University committees; and, shall consider and credit service to the state and national AAUP in the same manner as they consider and credit service to all other professional associations.

Section 4. Release Time

The University will grant release time in the form of workload equivalencies of: (a) three (3) workload hours per academic semester for the Grievance and Contract Administration Officer of the Akron-AAUP (as determined by the Akron-AAUP); ~~and (b) three (3) workload hours per academic semester for the Chief Negotiator of the Akron-AAUP negotiating team (as determined by the Akron-AAUP) during those semesters when the parties are negotiating;~~ and (c) three (3) workload hours per academic semester to the Akron-AAUP President, provided, however, that individuals who receive the release time are not thereby relieved of all teaching responsibility during that semester, except as a result of release time for an administrative assignment.

**ARTICLE 5**  
**WORKING ENVIRONMENT**

Section 1. The University recognizes the importance of an adequate working environment and supporting services to promote effective teaching, learning, research and creative activities, and service consistent with the University's mission. Therefore, within the limits of available space and resources, as determined by the University, the University shall make a good faith effort, in a timely fashion, to provide each member of the bargaining unit the following:

- A. Suitable office space with appropriate facilities and equipment therein;
- B. Adequate administrative, technological, and clerical support;
- C. Access to copying services for reasonable academic copying needs;
- D. Office and classroom supplies; and
- E. Library resources, computing systems, classrooms, and laboratories that are responsive to bargaining unit faculty and student needs.

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Section 2. During physical renovations that affect bargaining unit faculty offices or laboratories, Administration personnel shall meet with the affected faculty ~~sufficiently soon-long enough~~ before renovations begin to discuss the anticipated schedule, to formulate a plan for providing temporary resources for faculty, and to take into account faculty input regarding these issues and consider making adjustments based upon faculty input. If the renovations take more than one calendar month, they shall meet monthly (during the academic year only) with the affected faculty to provide updates on the schedule.

Section 3. The University will respond in a timely fashion to reasonable requests from the bargaining unit faculty for measures to secure hazardous materials, and also address concerns or issues related to compliance with applicable Occupational Safety and Health Administration (O.S.H.A.) standards, *as incorporated by state law, Ohio Revised Code Section 4167.07 and Ohio Administrative Code Section 4167-3-01*. The University will timely notify the Akron-AAUP of any such request and the University's response, as well as any instance of non-compliance with applicable O.S.H.A. standards of which the University has been made aware.

### Section 4. Civility Clause

As colleagues, bargaining unit faculty and academic administrators have obligations that derive from common membership in the community of scholars. ~~Members of the bargaining unit and academic administrators (“colleagues”) shall not discriminate against or harass colleagues. Therefore, b~~Behavior that tends to create or contributes to a hostile, demeaning, or humiliating environment, including, but not limited to, abusive language, intimidation, or retaliation will not be tolerated. Colleagues shall respect and defend ~~the free inquiry of associates~~ their colleagues’ freedom of inquiry. In the exchange of criticism and ideas, colleagues shall show ~~due~~ respect for the opinions of others. Both bargaining unit faculty and academic administrators shall strive to be objective in their professional judgment of their colleagues.

~~Alleged violations of this section shall be discussed between representatives of both the Administration and the Chapter at the regular labor management meeting for resolution. However, alleged violations of this section shall not be grounds for a grievance or be arbitrable under Article 12.~~

## **ARTICLE 6** **NO STRIKE/NO LOCKOUT**

Section 1. The University and the Akron-AAUP agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of or interference with the University's programs or operations.

Section 2. During the term of this Agreement, the Akron-AAUP and its agents and officials will not instigate, cause, support, aid, finance, condone, authorize, or participate

**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 8**

in, nor shall the bargaining unit faculty instigate, cause, support, aid, finance, condone, authorize, or participate in, any strike, sympathy strike, or any action that would diminish the quantity or quality of work performed by bargaining unit faculty or that would in any way interrupt or interfere with the operations or programs of the University. Such prohibited action includes any violations of Ohio Revised Code, §4117.14(D)(2), §4117.01(H), and §4117.01(I).

Section 3. Any member of the bargaining unit who engages in any activity in violation of this Article shall be subject to the imposition of sanctions up to and including dismissal.

Section 4. Neither the University nor its agents or representatives shall conduct a lockout of bargaining unit faculty during the term of this Agreement.

Section 5. The Akron-AAUP shall inform all members of the bargaining unit concerning their obligations under the provisions of this Article, and the necessity of complying with these obligations, and shall further inform bargaining unit faculty that the Akron-AAUP disapproves of any action that violates this Article.

Section 6. Neither the Akron-AAUP nor any of its bargaining unit members shall engage in any action in violation of Ohio Revised Code §4117.18. The University expressly retains all rights accorded to it pursuant to Ohio Revised Code Chapter 4117 in responding to any activity prohibited by this Article.

Section 7. Nothing contained in this Agreement shall preclude or be construed to preclude the University or the Akron-AAUP from seeking available remedies in a court of law for violation of this Article, including but not limited to injunctive relief.

**ARTICLE 7**  
**NONDISCRIMINATION**

The University agrees to refrain from discriminating against or harassing any bargaining unit faculty member on account of his or her inclusion in a protected class. These protected classes are race, color, religion, sex, sexual orientation, gender identity or expression, age, national or ethnic origin, disability, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, military status, genetic information, or status as a veteran. ~~race, color, ancestry, national origin, sex, religion, age, disability, veteran's status, sexual orientation, gender identity and/or expression, or any other legally protected classification.~~ The University recognizes its legal duty to refrain from discriminating against or harassing any bargaining unit faculty member on account of his or her membership in or activities on behalf of the Akron-AAUP.

**ARTICLE 8**  
**AFFIRMATIVE ACTION**

## APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 9

The University affirms its established policy of non-discrimination in employment, appointment, promotion, tenure, layoff, etc. The University declares its determination to actively recruit, retain and promote qualified women and minorities.

### **ARTICLE 9** **ACADEMIC FREEDOM, RIGHTS, AND RESPONSIBILITIES**

Section 1. The parties subscribe to the following statements drawn from the *1940 Statement of Principles on Academic Freedom and Tenure* (Sections 2 - 4 below), and from the *Statement on Professional Ethics* (Section 5 below), both issued by the American Association of University Professors (AAUP).

Section 2. Bargaining unit faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon a prior understanding with the authorities of the institution. The principles of academic freedom and freedom of inquiry shall be interpreted to include freedom of expression in both traditional print and newly emerging electronic formats such as the creation of digital images, web sites, or home pages.

Section 3. Bargaining unit faculty are entitled to freedom in the classroom (including the virtual classroom) in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Section 4. College and University faculty are citizens, members of a learned profession, and members of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and members of the institution, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Section 5.

- A. Members of the bargaining unit, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end bargaining unit faculty shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty. Although bargaining unit faculty may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

- B. As teachers, bargaining unit faculty shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Bargaining unit faculty shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Members of the bargaining unit shall make every reasonable effort to foster honest academic conduct and ensure that their evaluations of students reflect each student's true merit. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students. They shall protect students' academic freedom.
  
- C. As colleagues, bargaining unit faculty have obligations that derive from common membership in the community of scholars. Members of the bargaining unit shall not discriminate against or harass colleagues. They shall respect and defend the free inquiry of associates. In the exchange of criticism and ideas bargaining unit faculty shall show due respect for the opinions of others. Bargaining unit faculty shall acknowledge academic debts and strive to be objective in their professional judgment of colleagues.

**ARTICLE 10**  
**GOVERNANCE**

**Section 1. Board of Trustees**

The government of the University is vested in a board of eleven trustees who shall be appointed by the Governor, with the advice and consent of the Ohio Senate. The authority of government vested by law in the Board shall in fact be exercised by the Board. The Board may consult with Faculty Senate about shared collegial academic governance in such fundamental areas as curriculum, subject matter and methods of instruction, and faculty research. Administrative decisions about the utilization of available resources, organizational structure, the operation and staffing of all auxiliary facilities, and administrative personnel shall be the exclusive prerogative of the Board, consistent with Article 3 (Management Rights).

Notwithstanding the exclusive right of Akron-AAUP to negotiate and reach agreement on terms and conditions of employment, recognized in Article 2 (Recognition), and the right of the University to carry out its ordinary and customary functions of management, recognized in Article 3 (Management Rights), the parties agree that it is mutually desirable that the collegial system of shared academic governance be maintained and strengthened so that faculty will have a mechanism and procedures, independent of collective bargaining, for appropriate participation in the governance of the University.

The Board and Akron-AAUP recognize that interdependence among the constituents of the University serves to enhance the University's ability to address educational issues

## APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 11

and that this interdependence necessitates that bargaining unit faculty and others have roles in: (a) the selection of the President, the Provost, academic deans, and department chairs/school directors, and (b) the performance reviews of the academic deans, and department chairs/school directors. The recommendation for the positions of academic deans, and department chairs/school directors, to the Board shall be the responsibility of the President. Such recommendation shall be made with the advice of, in consultation with, and with participation of the appropriate bargaining unit faculty as set out below.

### Section 2. Faculty Participation in the Selection of Deans in Degree-Granting Colleges, the Honors College, the Graduate School and University Libraries

The deans of degree-granting colleges, the Honors College, the Graduate School and University Libraries are appointed by the Board upon recommendation of the President through the ~~Senior Vice President and~~ Provost (“Provost”). They hold office at the discretion of the President, are responsible to the President through the Provost, and are selected as follows:

- A. A search committee shall be appointed by the Provost.
  1. The Provost meets with the chairs/school directors and other college academic administrators to assess strengths and areas of concern for the college.
  2. Chairs/school directors and other academic administrators submit to the Provost a recommended list of at least five (5) potential college representatives to serve on the search committee. This list must contain at least three (3) bargaining unit faculty members.
  3. College bargaining unit faculty submit to the Provost a recommended list of at least five (5) elected bargaining unit faculty member representatives to serve on the search committee.
  4. The Provost will appoint a search committee, chaired by a dean, that will include at least two (2) bargaining unit faculty members from the list recommended by the chairs/school directors and at least two (2) others from the list of elected bargaining unit faculty. Other college, university, and/or community members will be appointed to represent the wide range of individual expertise in the college, including but not limited to, varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units and community partners, diversity of gender and ethnicity, and administrative and faculty roles.
- B. The search committee evaluates candidates and provides their evaluation and recommendation to the Provost.

Section 3. Faculty Participation in the Review of Deans in Degree-Granting Colleges and University Libraries

The dean shall establish annual goals which shall be communicated to all members of the college. The Provost shall assess annually the performance of the dean measured against those goals.

- A. Deans, and those who have served into their fourth (4<sup>th</sup>) year as Interim Deans, shall be subject to a more formal review every four (4) years. The review will be coordinated by ~~an associate provosta~~ person designated by the Provost. To assist the Provost in the conduct of the review, there shall be established a review committee that shall be comprised as follows:
1. A dean from another college, ~~exclusive of~~excluding the ~~associate provost~~ Provost's designee coordinating the review, shall be appointed by the Provost to serve as the chair of the committee.
  2. At least one (1) member from the college contract professional constituency selected by the Provost from a list provided by the dean.
  3. At least one (1) member from the college staff constituency selected by the Provost from a list provided by the dean.
  4. At least four (4) members of the bargaining unit of whom at least three (3) are elected by the bargaining unit faculty and one is appointed by the Provost.
  5. At least one (1) department chair/school director, ~~where applicable,~~ selected by the Provost from a list provided by the dean.

The review committee shall be established by end of week 7 of the fall semester. The Provost shall charge the review committee prior to the commencement of the review.

- B. Deans under review shall provide to the review committee materials which are necessary and appropriate to the review process. These shall include a self-study by the dean under review, which details accomplishments of management and leadership, problems encountered and solutions provided thereto, and other issues perceived by the dean as germane to his/her performance. The self-study shall be made available to college faculty and staff before the end of week 7 of the fall semester.
- C. The evaluation process shall include the opportunity for individual bargaining unit faculty to make professional written qualitative and summary evaluations of the dean, which are held anonymous to the extent permitted



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by law. The review committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations.

The committee's evaluation shall be reported to the Provost and communicated to the dean by the Provost by the end of week 4 of the spring semester.

- D. The Provost shall conduct an independent review of the dean taking into consideration the review committee's report. The Provost shall then meet with the dean and convey the results of the Provost's review. In the event the dean determines not to continue as dean following this meeting, the Provost shall communicate this decision to the review committee, the bargaining unit, contract professionals and staff of the college. Otherwise, the Provost shall meet with the review committee and convey the results of the Provost's review in writing. . By the end of week 7 of the spring semester, the results of the Provost's review shall be communicated to the bargaining unit, contract professionals and staff of the college and shall include the Provost's recommendation for the dean.

Section 4. Faculty Participation in the Selection of Department Chairs/School Directors

Department chairs/school directors are appointed by the Board with the advice of and upon recommendation of bargaining unit faculty, the dean of the college, the Provost, and the President. Each shall be appointed for an initial term recommended by the President (but of not more than four (4) years); they hold office at the discretion of the President; they are responsible to the deans of their colleges; and they are the representatives and academic leaders of the departmental bargaining unit faculty.

- A. When a vacancy occurs in an academic administrative appointment of department chair/school director, the dean confers with the Provost about the need for an interim appointment of a current employee because of timing and available resources to launch a search either nationally or internally for the next appointee to the position. No search process ~~nor~~ waiver is necessary in these circumstances; it is sufficient to make the availability of the position public along with any requirements for the interim appointee's qualifications and experience. The Provost and the dean will then construct a process that obtains the advice ~~and conferral~~ of the appropriate academic unit's bargaining unit faculty, staff, and contract professionals.
- B. A search committee shall be utilized regarding the permanent appointment of department chairs/school directors; each is selected and shall hold office as follows:
  - 1. The search committee is appointed by the dean of the college. The

dean shall appoint at least two (2) committee members from a pool of bargaining unit faculty elected by the department, and the bargaining unit faculty, whether elected or appointed, shall constitute a majority of the committee. Other members will be appointed to represent the wide range of individual expertise in the college or department, including but not limited to, varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units and community partners, diversity of gender and ethnicity, and administrative and faculty roles.

2. The search committee evaluates candidates and provides their evaluation and recommendation to the dean. The evaluation process shall include the opportunity for individual bargaining unit faculty to make a written qualitative and summary evaluation of each candidate which are held anonymous to the extent permitted by law. The committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations. Whenever possible, the search committee should recommend multiple candidates.

- C. Department chairs/ and school directors are selected by the appropriate dean, who, after providing a mechanism for discussion with the academic unit faculty (for example, a meeting with prior notice) and after consulting with the Provost, recommends the candidate for approval by the President and the Board. If the dean or President considers the appointment of someone not on the University faculty, that candidate, at the dean's invitation, usually visits the University and is interviewed by ~~members of the department concerned~~ academic unit faculty members and chairs of related ~~departments~~ academic units. In this case, the dean, after consulting with the bargaining unit faculty within the department and the Provost, may recommends the candidate for approval by the President and the Board.

#### Section 5. Faculty Participation in the Review of Department Chairs/School Directors

In consultation with the bargaining unit faculty of the department and with the concurrence of the dean, the chair/school director will establish annual goals. The dean shall assess annually the performance of the chair/school director measured against those goals and shall report the results of that assessment to the chair/school director and the departmental bargaining unit faculty.

During the final year of the department chair's/ or school director's term of appointment, those who wish to be considered for an additional term shall be subject to a formal performance review of the preceding term. The review shall also apply to those (regardless of primary title) who have served into their fourth (4<sup>th</sup>) year as interim

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chair/director. ~~This includes associate or assistant deans who have served into their fourth (4<sup>th</sup>) year as interim chair/director. In units without department chairs/school directors, evaluation of bargaining unit faculty may be the responsibility of a first-line academic administrator other than that of the dean. If this administrator is an associate or assistant dean, he/she shall be reviewed in the same manner as a chair/director. If this administrator is not an associate or assistant dean, he/she shall be selected and reviewed in the same manner as a chair/director.~~ The review shall include:

A. A faculty review:

1. An evaluation of the chair's/school director's performance shall be conducted by a committee of four (4) members of the bargaining unit of the department: two (2) elected by the bargaining unit faculty, one (1) appointed by the dean, and one (1) appointed by the Provost.
2. The evaluation shall be conducted according to the process set forth in the college and departmental guidelines and approved by the dean and the Provost. Units without guidelines shall promptly prepare and submit them to the Provost.
3. The evaluation process shall include the opportunity for individual bargaining unit faculty to make professional written qualitative and summary evaluations of the chair/director, which are held anonymous to the extent permitted by law. The committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations.
4. The faculty review shall begin by the end of week 7 of the fall semester.
5. The committee shall report its recommendation to the dean after conferring with the bargaining unit faculty by a process established in the college's guidelines, by the end of week 4 of the following spring semester.

B. A decanal review:

1. The dean shall conduct an independent evaluation of the department chair/school director by a method appropriate to the unit and approved by the Provost.
2. The results of the dean's review shall be communicated to the chair/school director by the end of week 7 of the following spring semester. In the event the chair/school director administrator determines not to continue to serve in this capacity following this

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meeting, the dean shall communicate this decision to the bargaining unit faculty by the end of week 7. Otherwise, the dean shall communicate to the bargaining unit the dean's decision by the end of week 7.

Section 6. Faculty Participation in the Selection of the ~~Senior Vice President and Provost and President~~

A. President

In recognition of the legitimate concerns and interests of bargaining unit faculty and their bargaining unit representative, the Akron-AAUP, when the University selects a President, the following shall occur.

1. Prior to the invitation for nominations or applications of candidates, the Akron-AAUP shall have the opportunity to meet with the presidential advisory and screening sub-committee of the Board of Trustees to provide input concerning the proposed criteria, process and scheduling for the search for the president, and to submit suggested criteria and direction to be provided to any third-party search firm.
2. A presidential search committee shall be formed which shall include at least, the Board of Trustees and the President of the Akron-AAUP. If any other non-Board of Trustees non-AAUP university constituency group has more than one representative on the presidential search committee, the AAUP shall have at least equal representation as any other university constituency group. All members of the search committee shall:
  - Participate equally in the search process, including with respect to asking questions of interviewees, discussing the strengths and weaknesses of candidates, and forwarding candidates through rounds of screenings;
  - Have access to all presidential search materials, documents and information;
  - Be included in all presidential search committee discussions held to evaluate the candidates.
3. The search committee shall recommend by consensus those individual(s) to be considered for employment as president by the Board of Trustees.
4. Members of the search committee who are not members of the Board of Trustees shall be required to execute a confidentiality agreement as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the

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process. Participants may disclose their reasons for support or non-support for the chosen candidate so long as the reasons stated don't divulge something that occurred within the process or the reasons stated are based upon publicly available information. Participants may not disclose the names of any other candidates.

5. The final successful candidate shall be approved by a formal vote of the Board of Trustees at a public meeting.

B. Senior Vice President and Provost

In recognition of the legitimate concerns and interests of bargaining unit faculty and their bargaining unit representative, the Akron-AAUP, when the University selects either a Provost or President, the following shall occur: bargaining unit shall participate in that selection through a subcommittee composed of regular full-time non-administrative faculty, who shall have the opportunity to discuss orally with the full Board in executive session, their collective views with respect to each finalist candidate. This subcommittee shall include three (3) representatives selected by the Akron-AAUP.

1. Prior to the invitation for nominations or applications of candidates for Provost, the Akron-AAUP shall have the opportunity to provide input concerning the proposed criteria, process and scheduling for the search and to submit suggested criteria and direction to be provided to any third-party search firm.
2. The search committee shall include a representative of the Akron-AAUP.
3. The Akron AAUP representative shall be required to execute a confidentiality agreement the same as any executed by other members of the search committee who are not members of the Board of Trustees (substantially in the same form as the one used in the current Provost search) as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or non-support for the chosen candidate so long as the reasons stated do not divulge search committee deliberations or the reasons stated are based upon publicly available information. Participants may not disclose the identities of any other candidates not otherwise publicly disclosed.

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4. The search committee will review the candidates and interview semifinalist candidates confidentially off-site. The search committee will, by consensus, advance to the President the names of two to three individuals to be considered for the position of Provost.
5. Three Akron-AAUP members chosen by the Akron-AAUP will be given the opportunity to provide their collective views on the finalist candidates to the Board of Trustees in executive session.

Section 7. Compensation

~~The economic success of the University is, in part, dependent upon the productivity of faculty, and the faculty efforts to increase the revenue base upon which the University operates and grows. Special efforts of members of the bargaining unit that contribute to the economic success of the University shall be rewarded as provided in Article 16 (Compensation).~~

Section 78. Meetings between the President of Akron-AAUP and the Senior Vice President and Provost

The President of Akron-AAUP and the Provost, or their respective designees, shall meet as necessary to discuss implementation issues with respect to this Article and any other provision of this Agreement.

**ARTICLE 11**  
**INITIAL HIRE**

The University and Akron-AAUP recognize

- that the preferred timeline to hire bargaining unit positions is to approve positions in the spring or summer, to begin searches by the early fall and to make offers by early spring, following the standard practices of academia;
- that all aspects of the search process should be conducted quickly and efficiently;
- that budgeting uncertainties and other issues, such as sudden retirements and resignations, may make it difficult or impossible to follow the preferred timeline for all searches, but that the timeline should be followed as often and as closely as possible; deviances from the preferred timeline are not grievable.

Section 1. Procedures for Appointment of Bargaining Unit Members

- A. Academic Unit

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For purposes of appointment the term “academic unit” is defined as ~~one of the following:~~

- ~~1. Aa department or school where bargaining unit members hold a primary appointment;~~
- ~~2. A college without departments/schools where bargaining unit members hold a primary appointment. In such cases, the dean’s role shall substitute for that of the chair/director in the following procedures.~~

### B. Bargaining Unit Member Eligibility

All tenured, tenure track and non-tenure track bargaining unit faculty are eligible to serve on the search committee and to vote on recommending and ranking of candidates.

### C. Search Committee

1. The minimum size of the search committee is three (3) members. At least sixty percent (60%) of the members of the search committee must be elected by and from among the bargaining unit faculty.
2. Any search committee members from outside the academic unit are eligible to vote on the departmental recommendation.

### D. Position Approval Process

1. The academic unit, ~~with approval of the dean,~~ shall submit a Position Request to the Dean for a bargaining unit position to be forwarded to the Provost by ~~the beginning of the fall semester~~ the end of week ten (10) of the Spring semester, whenever possible. The academic unit chair/director is responsible for providing a mechanism (for example, a meeting with prior notice, or an email exchange) for discussion within the academic unit to develop the request. If there is not a consensus, the academic unit may vote to finalize the search criteria. Once the criteria are finalized, the chair shall submit the Position Request, which shall include the job title, salary range, start date, and a suggested makeup of the search committee membership.
- ~~2. The Provost shall act to approve or modify the Position Request as soon as possible. The Provost (or designee) may request further information or clarification from the dean and/or academic unit~~



~~chair/director. Approval of the Position Request may include the addition of committee members (in compliance with the membership ratio defined in Section 1C).~~

- ~~23.~~ If the Provost approves, the search committee shall be formed and convened as soon as possible.
- ~~34.~~ The search committee shall elect a chair from its members.
- ~~45.~~ The search committee shall develop a search plan that includes a list of search criteria, and the proposed advertisement, and the proposed search expenses. The department chair/director shall approve or amend the budget and identify source(s) of funding. The search plan shall be approved by the academic unit. The search plan shall be submitted to the Provost/Dean for approval. The Provost/Dean shall submit the search plan to the Provost for approval. The Provost shall act to approve or modify the search plan as soon as possible. ~~The Provost (or designee) may request further information or clarification from the dean and/or academic unit chair/director.~~ Any other substantive modification, such as altering the search criteria or advertisement, must be approved by a majority of the bargaining unit faculty in the academic unit.
- ~~6.~~ The proposed advertisement should contain the following information:
  - ~~a.~~ the expected rank and starting date;
  - ~~b.~~ a statement on the discipline areas sought by the department;
  - ~~c.~~ applicant degree requirements;
  - ~~d.~~ a statement on teaching and research expectations;
  - ~~e.~~ list of required submission materials;
  - ~~f.~~ an indication of when the review process begins;
  - ~~g.~~ appropriate EEO statements;
  - ~~h.~~ department and/or university web URLs.
- ~~57.~~ Approved search plans shall be submitted by the Provost to Human Resources for approval. If changes to the search plan are recommended, representatives from this office shall communicate the issue/s and discuss changes to the search plan with the search committee chair as soon as possible.
- ~~68.~~ All search committee members must complete HR training before screening the applications.



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79. After the search plan has been approved, it cannot be changed without the approval of the administration and a simple majority of the bargaining unit faculty of the academic unit.

~~10. Once advertisements are approved, they shall be submitted to the appropriate advertising venues as soon as possible.~~

**E. Search Process**

1. The search committee shall execute the approved search plan in conformity with legal requirements and academic unit guidelines.

~~2. Applications, held as confidential by the committee, shall be screened and those that do not meet the minimum criteria stated on the search plan shall be eliminated from the pool. The final pool of candidates meeting the minimum criteria may, if the number of applications is large, be reduced to a "short list". This reduction process results in a smaller pool of candidates who will be part of phone or virtual interviews before on-campus visits. Following the phone or virtual interviews the committee shall recommend a final list. may involve, for example, reference checking and telephone interviews.~~

23. The short final list, with a rationale as to why some candidates may have met the minimum criteria but are not being selected for on-campus interviews, shall be submitted to the academic unit chair/director and forwarded to the dean. If the chair/director and dean approve, the proposed short final list shall be forwarded to the Provost. Should the chair/director or dean not approve, they shall confer immediately with the search committee to achieve a resolution. If the Provost approves, he/she shall forward the short final list and rationale to Human Resources for review of equal employment opportunity and other legal requirements.

~~4. Upon confirmation of legal requirements, the Office of Human Resources shall notify the academic unit chair/director and the search committee chair. The on campus interview process shall commence upon such notification.~~

35. In the event that the Office of Human Resources determines that equal employment opportunity or other legal requirements have not been met, it shall inform the academic unit chair/director and the search committee chair immediately, and the search committee and a designee from Human Resources shall work jointly to resolve the issue as quickly as possible so that the search process may resume.

46. During the search process, the search committee may discuss current working conditions and reasonable expectations for applicants, but the search committee has no authority to make guarantees to applicants about future terms of employment, including workload and salary.

F. Academic unit approval of candidates

1. After the completion of the interview process, the search committee shall present its recommendation on the candidates to the academic unit in a meeting of the bargaining unit members; minority views of the search committee can be expressed.
2. After deliberation, the bargaining unit members and any external search committee members shall use secret ballots to determine whether to recommend or not recommend each candidate. A simple favorable-majority vote of those present is required for a positive recommendation. The recommended candidates shall then be ranked.
3. It is not necessary to recommend more than one candidate per position. If there is more than one position involved in the search, the academic unit shall indicate which candidates are recommended for each position, and shall develop a ranking of recommended candidates for each position.
4. The search committee shall then generate a letter to the academic unit chair/director summarizing the academic unit recommendation for or against each candidate. The letter shall contain (i) a tally of the vote and ranking by the academic bargaining unit members, and (ii) a statement for each candidate that provides a rationale for the recommendation or non-recommendation of that candidate, which may include, for example, lists of perceived strengths and weaknesses of the candidates.
5. In cases of appointment at advanced rank with or without tenure, the supporting evidence in the academic unit recommendation shall indicate how the candidates meet the rank/tenure criteria, and shall reflect an additional positive vote, made only by those in the academic unit eligible to vote on said rank/tenure.
6. Upon receipt of the academic unit recommendation, the chair/director shall make a separate recommendation, considered sequential not hierarchical, and shall submit his/her

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recommendation, as well as the academic unit recommendation and supporting evidence, to the dean. ~~In colleges without departments, where the dean assumes the role of the chair/director, this step is omitted and the implementation of the process described below in Paragraph 1H occurs next.~~

**G. College and University approval of candidates**

1. Upon receipt of the academic unit and chair/director recommendations and supporting evidence, the dean shall make a separate recommendation, considered sequential, not hierarchical. If the top choice of the dean differs from the top choice of the academic unit, the dean shall meet with the academic unit and the chair/director as soon as possible to discuss these differences and attempt to achieve consensus.

After the meeting, the academic unit may prepare a statement to be included with the recommendations and supporting evidence, all of which shall be forwarded to the Provost by the dean. At this point, copies of the dean and chair/director recommendations shall be provided to the academic unit and search committee.

2. Upon receipt of the academic unit, chair/director and dean recommendations and supporting evidence, the Provost shall decide to make offers to any of the recommended candidates, or to declare a failed or reopened search.
3. If the Provost approves making offers to any of the candidates recommended for appointment by the academic unit, that information shall be transmitted to the dean. In the case of either a failed or reopened search, a rationale shall be provided by the Provost (or designee) to the dean, chair/ director, academic unit, and the search committee. If approval to make an offer to a candidate is granted, the candidate shall be contacted by the dean and offered employment at the University pending approval of the Board. The Provost's approval of, and countersignature on, all letters of offer are required.
4. Specific conditions of employment that were not previously discussed between the candidate and the dean, either during the on campus interview or in discussions that lead to the final offer, cannot be attached to the offer.
5. The appointment of bargaining unit members is subject to the approval of the Board. No officer, dean, committee, or other such

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entity shall have the authority to employ, set the compensation or other terms of employment except the Board. All offers of employment shall be subject to this condition.

- H. The ~~department chair/, school director, or the dean in colleges without departments~~ shall provide a copy of the academic unit reappointment, tenure, and promotion guidelines and criteria and a copy of this Agreement to all newly appointed bargaining unit members.
- I. The guidelines and criteria for individuals with joint appointments are by default those of their primary department for their first year. Thereafter, at the request of the individual, the departments may develop hybrid guidelines as prescribed under Article 13. must be clearly specified at the time of hire, and These guidelines shall be determined jointly by the tenured bargaining unit faculty of both the primary and secondary academic units, in consultation with the corresponding academic unit chairs/directors, and with the concurrence of the corresponding dean/s and the Provost. The guidelines and criteria may be those of the primary academic unit or a well-defined hybrid of those of the primary and secondary academic units. The individual has the right to adopt the new hybrid guidelines or remain under their primary department guidelines.

### Section 2. Nature of Appointment of Bargaining Unit Members

- A. Unless the University has awarded tenure or a fixed-term contract, all appointments of full-time bargaining unit members are on an annual, temporary, or probationary basis, renewable each academic year at the discretion of the University.
- B. The Board normally appoints all bargaining unit members for an initial period of one (1) academic year. In some cases, appointments for a period of more or less than one (1) academic year may be made, as in the case of initial appointments at midyear or emergency one (1) semester appointments.
  - 1. Upon appointment every bargaining unit member receives from the Secretary of the Board a certificate or letter of appointment, stating the rank or designation appropriate to the bargaining unit member's status, annual salary or periodic salary if part-time, and length of appointment.
- C. Without limiting the authority of the Board as conferred and defined by law to act in such matters upon its own motion, bargaining unit faculty shall be appointed by the Board upon recommendation of the Provost, and the President.

**ARTICLE 12**  
**GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Definitions

- A. "Grievance": means any dispute between the University and the Akron-AAUP or between the University and a bargaining unit employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement, subject to those exclusions appearing in other Articles in this Agreement.
- B. "Grievant": means either a member of this bargaining unit or the Akron-AAUP, who or which, as the case may be, pursues a Grievance under this Article.
- C. "Day": means Monday through Friday, when University classes are scheduled and in session.
- D. "GCAO": means the Grievance and Contract Administration Officer of the Akron-AAUP, or his/her designee.
- E. "AVPELR": means the person designated by the Provost, which shall be of a rank of Assistant Vice President or higher (or equivalent).

Section 2. Informal Resolution

- A. Nothing contained in this Article will be construed to prevent the informal adjustment of any grievance. The parties agree that, whenever possible, disputes shall be resolved informally, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance, the Grievant and the appropriate University administrator (Provost, dean, and/or department chair/faculty coordinator with supervisory responsibility) shall make a reasonable effort to meet and adjust the grievance in an informal manner. Such required informal adjustment must occur within twenty (20) days after the occurrence of the events upon which it is based or within twenty (20) days after the Grievant knew, or through the exercise of reasonable diligence, should have known of the events on which it is based. Such informal adjustment shall continue for no less than fifteen (15) days after the initiation of the informal resolution process, after which either the Grievant or the University may terminate the process by giving notice to the other party.

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- B. While an individual Grievant has the right to be advised or assisted by the Akron-AAUP in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the Akron-AAUP's assistance shall not be binding upon the Akron-AAUP or another bargaining unit member.

### Section 3. Initiation of Formal Grievance

- A. The formal grievance process shall be initiated by reducing the grievance to writing, signed and dated by the Grievant and/or the GCAO and two (2) copies will be presented to the AVPELR within twenty (20) days after the conclusion of the informal process set forth in Section 2, supra. The formal grievance document shall state the events upon which the grievance is based, the basis for the grievance, including the specific Articles and Sections of this Agreement or University rules or practices that are alleged to have been violated, and specify the relief and remedy sought and shall be submitted on forms, which shall be agreed to by the parties. However, the failure to comply with any of these specific requirements regarding the grievance document shall not be a basis for claiming that the grievance is untimely, or for denying the grievance so long as the missing information is provided at the initial meeting.
- B. A grievance may be initiated at Step Two if all parties concur to initiate it at that level.

### Section 4. Step One

Within ten (10) days of receiving the formal grievance document the AVPELR will schedule a Step One meeting involving the dean and/or the dean's representative, the Grievant and the GCAO. The Step One meeting will occur at a time and place convenient to all parties and shall transpire no later than ten (10) days of the AVPELR receipt of the formal grievance document. Within ten (10) days after the Step One meeting, the AVPELR shall provide the GCAO and the Grievant with a written response.

### Section 5. Step Two

If the GCAO and the Grievant are not satisfied with the AVPELR's Step One response to the formal grievance, the formal grievance may be advanced to Step Two by the Akron-AAUP filing a written Notice of Appeal with the AVPELR within ten (10) days after the receipt by the Akron-AAUP of the Step One response. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within ten (10) days of receipt of such Notice of Appeal, a Step Two hearing, with the Provost and/or designees, the Grievant, and the GCAO, will be scheduled by the AVPELR. The Provost and the President of the Akron-AAUP may reasonably include other representatives in the meeting. The AVPELR shall send a written disposition of the formal grievance to both the

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Grievant and the GCAO within ten (10) days following the conclusion of the Step Two hearing.

### Section 6. Arbitration

If the Akron-AAUP is not satisfied with the University's Step Two written disposition, it may, at its sole discretion, within twenty (20) days of the receipt of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder shall be initiated by giving written notice of such appeal to the Federal Mediation and Conciliation Service ("FMCS") and simultaneous written notice to the AVPELR.

- A. Within five (5) days following receipt of a list of arbitrators, all of whom must be members of the National Academy of Arbitrators, from FMCS, if the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name remains. Which party strikes first (1<sup>st</sup>) shall be determined by a flip of the coin, or as the parties otherwise may agree. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. However, in the event either party finds the initial panel to be unacceptable, it may reject the same and request a new panel at its expense. The party which did not reject the first panel shall have the option of having the parties alternatively strike from the second panel only or from both panels.
- B. The procedural format for arbitration shall be either: (a) the FMCS rules for voluntary labor arbitration or (b) the FMCS rules for expedited labor arbitration. If the parties cannot agree in advance of the date the notice of appeal to arbitration is to be filed, as to the procedural format to be followed, the arbitration shall be conducted under the FMCS rules for voluntary labor arbitration.
- C. Two (2) days prior to the hearing, the parties will exchange the names of all witnesses to be called and exhibits to be introduced during their case in chief.

### Section 7. Arbitrator's Authority and Decision

- A. The arbitrator shall have no authority to vary the procedures (including any time limit) prescribed herein or otherwise to add to, subtract from, or modify the terms of the Agreement. The arbitrator's task shall be to interpret the specific provisions which the Grievant or GCAO allege that the University has violated.
- B. The arbitrator's decision will be rendered in writing within thirty (30) days of the close of the hearing or twenty (20) days from his/her receipt of the briefs, whichever is later, unless the parties mutually agree to a later award.

- C. Arbitration awards shall be in writing and shall explain the reasons for the arbitrator's decision. The arbitrator's decision will be final and binding on the University and Akron-AAUP and may be enforced in any court of competent jurisdiction. If either party seeks clarification of the arbitrator's decision or seeks to request the arbitrator's assistance regarding implementation of the remedy, any such communication to the arbitrator shall be done jointly by the parties.

Section 8. Arbitration Procedures

- A. If the procedural arbitrability of the grievance is challenged, the issue of procedural arbitrability shall be heard and decided by written opinion before the grievance is heard on its merits.
- B. The arbitrator shall not hear multiple grievances in the same hearing unless the issues are identical or the parties mutually agree otherwise.
- C. The grievant shall be restricted to the specific Agreement violation alleged in the grievance and the documents relating to Steps 1 and 2.
- D. Either party shall have the right to have the hearing transcribed at its cost and to submit a post-hearing brief.
- E. In disciplinary cases, evidence of all relevant prior offenses or misconduct shall be admissible.
- F. The arbitrator shall not consider any statement made by a federal or state mediator unless made at the table to both parties.
- G. The University and the Akron-AAUP will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

Section 9. Time Limits

- A. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Any such extension or contraction does not constitute a waiver of the right to insist on the time limits on any other grievance or arbitration.
- B. Failure of either party to abide by the time limits shall result, at the other party's option, in the advancement of the grievance to the next level, or, upon five (5) days written notice, acceptance of the party's position which last responded, unless the other party further responds within the five (5) day period.



Section 10. Mediation

Notwithstanding the other provisions of this Article, the GCAO and the AVPELR may mutually agree, in writing, to mediation at any time during the grievance/arbitration process.

**ARTICLE 13**  
**REAPPOINTMENT, TENURE AND PROMOTION**

Section 1. Introduction

A. Table of Contents

This Article is organized as follows.

Section 1. Introduction

- A. Table of Contents
- B. Overview
- C. Parliamentary Procedure
- D. Flowcharts of the RTP Process

Section 2. Eligibility

- A. Overview
- B. Reappointment
- C. Tenure
- D. Promotion to Associate Professor
- E. Promotion to Professor

Section 3. Criteria

- A. General Areas of Evaluation
- B. Application File

Section 4. External Review Letters

Section 5. Review Timelines

Section 6. Academic Unit Review

- A. Guidelines
- B. Departmental Procedures
- C. Formation of the RTP Committees
- D. Procedures of the RTP Committees
- E. Duties and Responsibilities of the RTP Committees
- F. Role of the Chair/Director

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- Section 7. College Level Review
    - A. Role of the Dean
    - B. College-Wide Review Committee
    - C. Discretionary Appeal to the Labor Management Committee
- 

- Section 8. University Level Review
  - A. Role of the Provost
  - B. Role of the Board of Trustees

- Section 9. Appeals Process
  - A. Procedures
  - B. University Appeals Committee

B. Overview

1. The purpose of these procedures for reappointment, tenure, and/or promotion (RTP) is to promote a process at the University that is fair, consistent, and faculty-driven. The procedures are designed to define the guidelines and evaluative measures under which the tenure track faculty operate. All RTP recommendations are seen as a serious measure of the progress of the tenure track faculty and shall serve as clear benchmarks of and suggestions for future progress.
2. It is understood that the tenure process is cumulative, and not all criteria need be met every reappointment year. However, all criteria must be addressed by the time the tenure track faculty applies for tenure and promotion.
3. The term “academic unit” is defined as a department or school in which bargaining unit members hold a primary appointment.~~one of the following:~~
  - a. ~~A department or school where bargaining unit members hold a primary appointment;~~
  - b. ~~A college without departments where bargaining unit members hold a primary appointment.~~
4. The Labor Management Committee shall consist of two persons appointed by the Provost and two persons appointed by Akron AAUP except that, in the event of a planned change in the membership of the Committee, both the outgoing and the incoming member may serve on the Committee temporarily to provide continuity.

45. This Article strives to establish fair and systematic methods of evaluating tenure track faculty. Detailed criteria and procedures shall be adopted by each academic unit and shall be suitable for its special needs but consistent with this Article.

56. Members of the bargaining unit at the rank of assistant professor, associate professor and professor generally have a full range of responsibilities to academic units including teaching, research, scholarship and other creative professional work; service to the department, college and University; and public service.

67. All academic units shall follow University-wide procedures for RTP and adhere to the timelines as shown in this Article below.

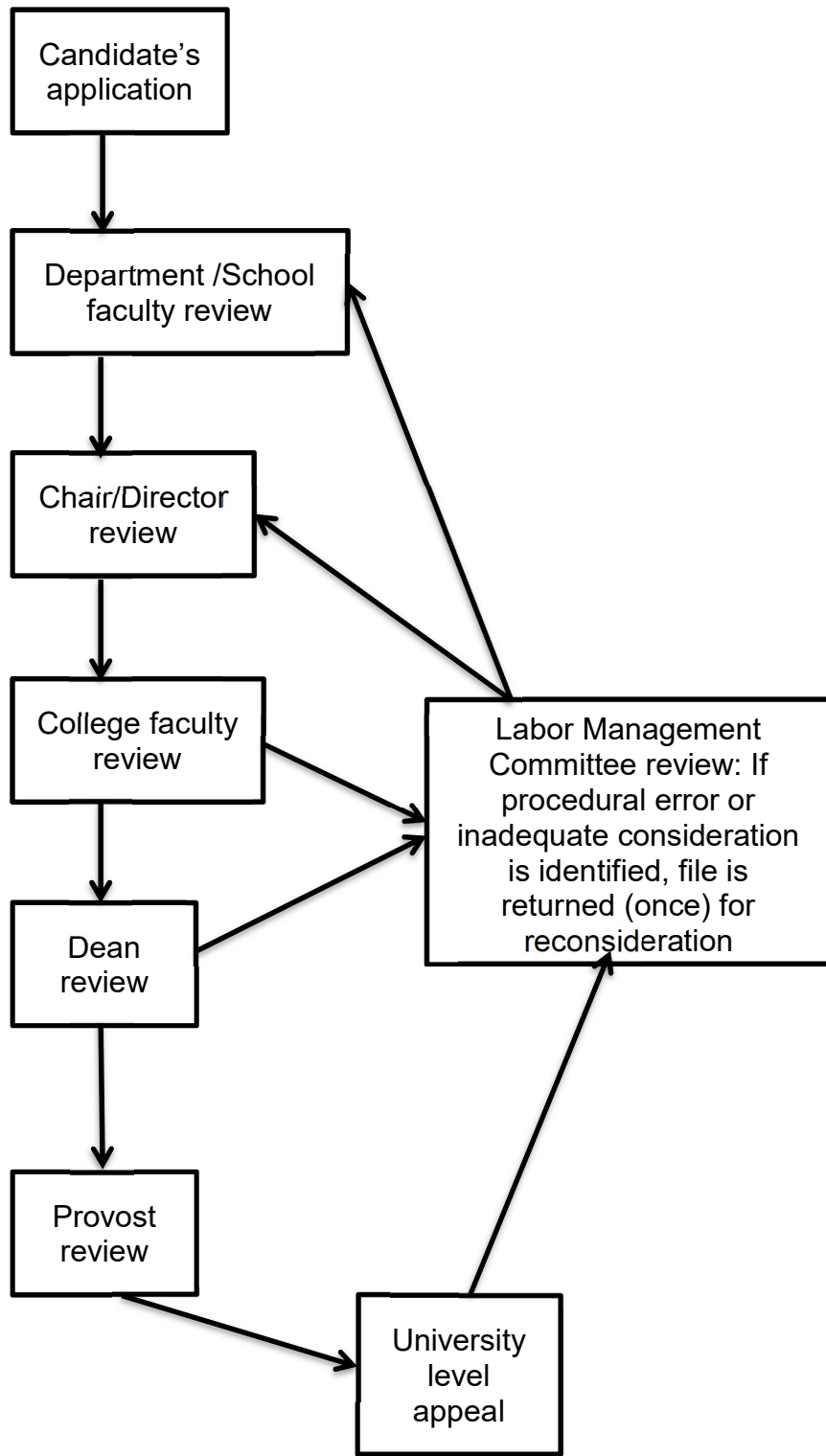
C. Parliamentary Procedure

The rules contained in the current edition of "Robert's Rules of Order, Newly Revised," in the most recent edition, shall be accepted as the authority on govern all questions of parliamentary procedure to which they are applicable and in which they are not inconsistent with this Agreement.

D. Flowcharts of the RTP Process

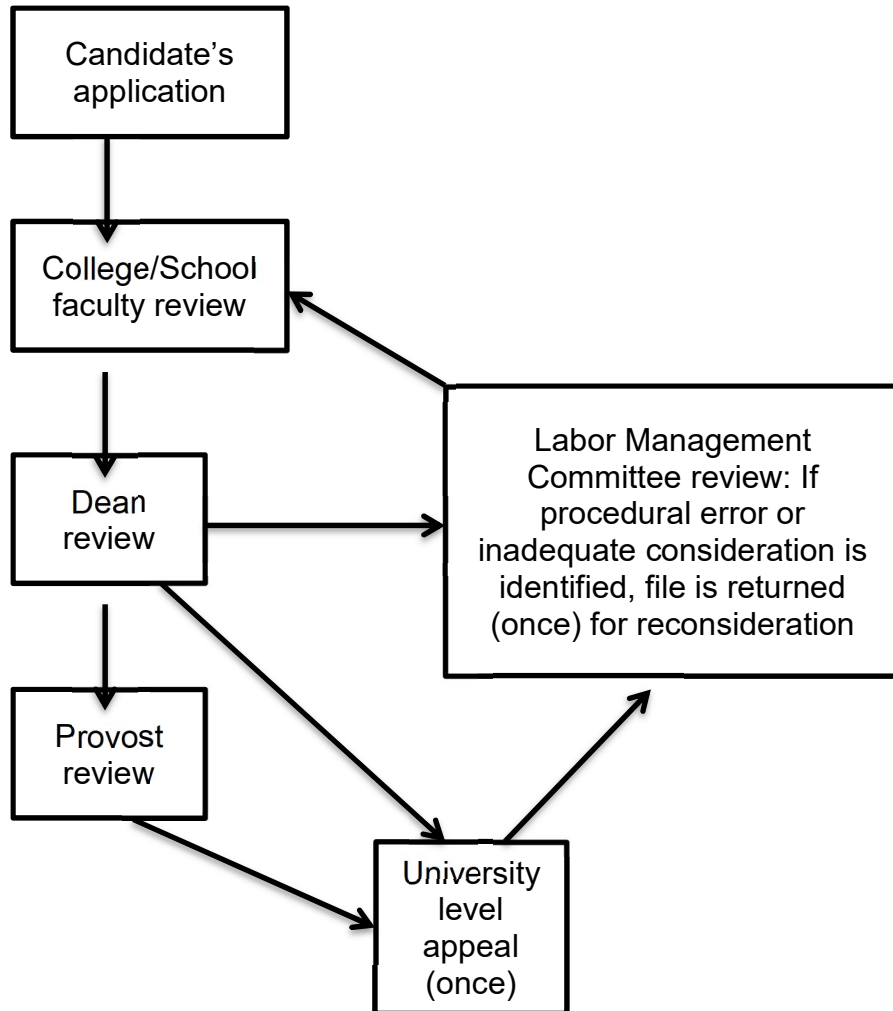
The following flowcharts provides an outline of the review and appeal processes ~~in colleges with departments and colleges without departments.~~ Refer to Sections 6, 7 and 8 for details of the review processes, and to Section 9 for details of the appeals process. A timeline is provided in Section 5.

RTP process ~~in colleges with departments~~



RTP process in colleges without departments

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Section 2. Eligibility

A. Overview

1. Bargaining unit members in the rank of professor, associate professor and assistant professor are eligible to be awarded indefinite tenure.
2. Bargaining unit members at the rank of assistant professor and associate professor are eligible for promotion to a higher rank.
3. Bargaining unit members at the rank of professor are eligible to be awarded the title Distinguished Professor, which is not a change of rank.
4. To be eligible for consideration for tenure and/or promotion, a bargaining unit member must meet the minimum criteria specified in the academic unit guidelines. ~~Bargaining unit faculty who have sufficient time in rank for reappointment or tenure, but who do not meet the eligibility criteria or who do not wish to apply for reappointment or tenure, should submit a letter of resignation by the end of the spring semester.~~ Untenured bargaining unit faculty should submit a letter of resignation by the end of the spring semester if they do not intend to apply or do not meet the minimum criteria for reappointment the following fall semester. Untenured bargaining unit faculty who are in the fifth year of their probationary period should submit a letter of resignation by the end of the spring semester if they do not intend to apply or do not meet the minimum criteria for tenure the following fall semester.

B. Reappointment

Tenure track faculty enter University employment in a probationary period, during which they are subject to annual review for reappointment according to the following schedule:

- Fall of first (1<sup>st</sup>) year: no review
- Fall of second (2<sup>nd</sup>) year: review by department, chair/director, dean, and, if any of the preceding recommendations is negative, the Provost
- Fall of third (3<sup>rd</sup>) year: review by department, chair/director, dean, and, if any of the preceding recommendations is negative, the Provost

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- Fall of fourth (4<sup>th</sup>) year: review by department, chair/director, dean, Provost
- Fall of fifth (5<sup>th</sup>) year: review by department, chair/director, dean, and, if any of the preceding recommendations is negative, the Provost
- Fall of sixth (6<sup>th</sup>) year: application for tenure: review by department, chair/director, college, dean, Provost

The probationary period ends when indefinite tenure becomes effective.

### C. Tenure

#### 1. Overview

Tenure track bargaining unit members may receive indefinite tenure, according to the following provisions:

- a. Bargaining unit members in a professorial rank may be granted indefinite tenure, that is, they are appointed for an indefinite term without the necessity of reappointment each year. An assistant professor, associate professor, or professor may be granted tenure not later than the end of the twelfth (12<sup>th</sup>) full semester of active service in professorial rank at the University subject to the conditions outlined in this Article.
- b. If tenure is granted, it shall be effective ~~either~~ at the beginning of the academic year of service after which the candidate applied, ~~or as specified in the certificate of appointment issued by the Board.~~
- c. If at the end of six (6) years in a tenure track position, indefinite tenure has not been received, notice shall be given that employment terminates at the end of the seventh (7<sup>th</sup>) year of service.
- d. Full-time appointment for two (2) semesters shall equal one (1) year of active service. Summer sessions or leaves without compensation granted for one-half ( $\frac{1}{2}$ ) or more of any semester may not be counted toward the probationary period for tenure. Professional development leaves count toward the probationary period for tenure.
- e. Bargaining unit members must have U. S. citizenship or permanent residency to receive tenure. The University shall

~~in good faith endeavor to petition for such status permanent residency for those individuals who need it, and to extend the probationary period for those tenure candidates whose applications for permanent residency have not yet been approved. In the event that a tenure candidate is recommended by the Provost to be granted indefinite tenure but has not yet been granted permanent residency, the granting of said tenure shall be held in abeyance until the candidate has received permanent residency. If promotion in rank is to accompany the granting of tenure, the promotion shall not be held in abeyance.~~

- f. In exceptional circumstances, the Board may grant indefinite tenure upon initial appointment to scholars who are nationally or internationally recognized. This may be done only upon the affirmative recommendation of every level of review -- the tenure committee of the academic unit of primary appointment, the academic unit chair/director, dean, the Provost and the President.
- g. Bargaining unit members who hold the rank of assistant professor may be awarded tenure only if they are granted promotion to associate professor at the same time. If academic unit guidelines allow it, an application for promotion to Associate Professor may be made before the application for tenure, and if approved, promotion to Associate Professor may be awarded before the awarding of tenure. Such promotion does not guarantee the eventual awarding of tenure.
- h. Bargaining unit members who hold the rank of associate professor without tenure may seek and be awarded tenure without promotion. In such cases, the candidate shall have been hired at the rank of associate professor, or shall have previously been granted early promotion before the end of the probationary period.
- i. The formal application for tenure or early tenure occurs in the fall semester when the candidate submits his/her full application file. The letter of intent, made in the previous spring semester, does not constitute the formal application.
- j. Scholarly achievements must bear the University of Akron address to be considered in the tenure decision, unless the faculty member is granted indefinite tenure upon initial hire, as specified in paragraph f above, or unless approved academic



unit guidelines allow otherwise, or as otherwise stated in the letter of hire.

2. Probationary Period

All non-tenured tenure track bargaining unit members are subject to annual reappointment following their initial appointment, except that non-tenured tenure track bargaining unit members in their first (1<sup>st</sup>) year of service shall not be reviewed for reappointment for their second (2<sup>nd</sup>) year of service (the initial hiring process will serve as the first year reappointment review).

The probationary period ends once indefinite tenure becomes effective.

3. Regular Application for Tenure

a. A candidate's application for indefinite tenure shall normally be initiated after ten (10) full semesters of active service. For faculty starting at the beginning of the fall semester, the application will be made at the beginning of their eleventh (11<sup>th</sup>) semester. For faculty starting after Friday of week seven (7) of the fall semester, the application will be made at the beginning of their twelfth (12<sup>th</sup>) full semester. For faculty starting in the spring semester or the summer, the application will be made at the beginning of their twelfth (12<sup>th</sup>) semester.

b. In the event that a tenure track bargaining unit faculty member either:

- (i) has a serious illness or disability, or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child or newly placed foster child, or immediate family member (as defined in Article 17, Section 2.A.1.c.) who has a serious illness or disability; or
- (ii) is called to active military duty;

for eight (8) weeks or more, the affected faculty member may promptly (within the earlier of six (6) months from the beginning of the leave or sixty (60) calendar days after returning to work) request and upon such request shall automatically be granted a one (1) year extension of the probationary period. The faculty member's request need only provide the basic facts and documentation to establish that one of the above events occurred and when it occurred. Any

such leave must occur prior to submitting the letter of intent for tenure.

In any other cases where there are clearly documented extenuating circumstances, the probationary period may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost. ~~In cases where there are clearly documented extenuating circumstances, the probationary period may be extended by up to one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost.~~

4. Early Application for Tenure

- a. Early tenure may be granted before the sixth (6<sup>th</sup>) year, contingent upon the candidate's successful completion of the following criteria:
  - (i) The candidate shall have completed at least two (2) years of active service at the University before formal application for early tenure can be made (i.e., the letter of intent may be submitted at the end of the second (2<sup>nd</sup>) year of active service);
  - (ii) The candidate must at least meet the minimum academic unit criteria for tenure;
  - (iii) The candidate shall submit a letter of intent to apply for early tenure per the standard timeline; the academic unit tenure committee shall vote in that spring semester to determine if the candidate may apply for early tenure the following fall semester. The decision of the tenure committee is final and cannot be appealed.
- b. A candidate may apply for early tenure only once. Should early tenure be denied, the candidate shall be awarded reappointment for the next academic year, and shall complete the standard probationary period before making reapplication for tenure.
- c. A candidate at the rank of Assistant Professor who is applying for early tenure must also apply for promotion to Associate Professor.

5. Initial Hire at Advanced Rank

A candidate hired at the rank of Associate Professor may apply for tenure and promotion to Professor at the same time, but only if he/she meets both sets of criteria.

D. Promotion to Associate Professor

1. The formal application for promotion to Associate Professor occurs in the fall semester when the candidate submits his/her full application file. The notification of intent to apply, made in the previous spring semester, does not constitute the formal application.
2. Bargaining unit members who hold the rank of Assistant Professor are eligible to apply for promotion to the rank of Associate Professor if the following conditions are met:
  - a. The candidate must have completed at least two (2) years of active service at the University before application for promotion to Associate Professor can be made (ie, the letter of intent may be submitted at the end of the second (2<sup>nd</sup>) year of active service), unless the candidate's Initial Appointment Letter indicates that such promotion may be considered early;
  - b. The candidate must meet the minimum criteria specified in the academic unit guidelines;
  - c. If academic unit guidelines allow it, an application for promotion to Associate Professor may be made before the application for tenure, and if approved, promotion to Associate to Professor may be awarded before the awarding of tenure. Such promotion does not guarantee the eventual awarding of tenure.
  - d. A bargaining unit member at the rank of Assistant Professor who is applying for tenure on the normal schedule or early tenure must also apply for promotion to Associate Professor. In this case, if approved, both tenure and promotion to Associate Professor are awarded together.
3. If academic unit guidelines explicitly permit it, and written documentation to this effect is provided in the candidate's

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application file, scholarly achievements completed before employment at the University, while in a faculty position at another college or university, may be considered in the RTP deliberation process.

**E. Promotion to Professor**

1. The formal application for promotion to Professor occurs in the fall semester when the candidate submits his/her full application file. The notification of intent to apply, made in the previous spring semester, does not constitute the formal application.
2. Bargaining unit members who hold the rank of Associate Professor are eligible to apply for promotion to the rank of Professor if the following conditions are met:
  - a. The candidate must have completed at least two (2) years of active service at the University with tenure before application for promotion to Professor can be made (ie, the letter of intent to apply may be submitted at the end of the second (2<sup>nd</sup>) year with tenure), unless the candidate's Initial Appointment Letter indicates that such promotion may be considered early, or unless the candidate was hired as an Associate Professor without tenure (in which case Section 2C5 applies);
  - b. The candidate must meet the minimum criteria specified in the academic unit guidelines;
3. If academic unit guidelines explicitly permit it, and written documentation to this effect is provided in the candidate's application file, scholarly achievements completed before employment at the University, while in a faculty position at another college or university, may be considered in the RTP deliberation process.
4. If an applicant is denied promotion to professor, he/she cannot reapply until the subsequent application file contains evidence that efforts have been made to address previous concerns.
5. A bargaining unit faculty member who was hired as an associate professor may apply for promotion to professor concurrent with the tenure application only if both sets of criteria, for tenure and for promotion, are met.

Section 3. Criteria

A. General Areas of Evaluation

The four (4) general areas in which every RTP candidate is evaluated appear below. Due to the broad spectrum of disciplines represented across the University, these areas may be assessed differently in different academic units. Therefore, the specific criteria used to evaluate RTP candidates are delineated within the approved guidelines of the academic unit of the candidate. Any conditions appearing in the candidate's letter of initial appointment must also be taken into consideration.

1. Quality of teaching

Activities in the following categories are classified as teaching activities. Only those categories specified in academic unit guidelines are to be considered for a candidate (not all categories may be required of all candidates).

- a. Effective instruction as evidenced by student and/or peer evaluations and by documented participation in assessment of learning outcomes.
- b. Activities related to the advising and mentoring of students including undergraduate and/or graduate students working on research projects and/or creative activities;~~Activities related to the advising and mentoring of students;~~
- c. Activities related to the scholarship of teaching and learning, including
  - (i) the use of innovative teaching techniques;
  - (ii) curriculum development and/or revision;
  - (iii) program development and revision;
- d. Activities related to accreditation;
- e. Grant activity that focuses on student learning, teacher training, or 'action research' and that is not intended to lead to scholarly output;

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- f. If academic unit guidelines require the submission of student comments, then all such comments must be included in the application file; if academic unit guidelines do not require the submission of student comments, then samples may be included as supplementary evidence of teaching effectiveness;
- g. Other teaching-related activities as specified in academic unit guidelines. ~~Other teaching activities as specified in academic unit guidelines.~~

2. Quality of research and scholarly activity

Activities in the following categories are classified as research and scholarly activities. Only those categories specified in academic unit guidelines are to be considered for a candidate (not all categories may be required of all candidates).

- a. Scholarship and/or creative activity as appropriate to the academic unit including activities in the discipline, in the scholarship of teaching and learning, and interdisciplinary activities.
  - (i) Publications;
  - (ii) Presentations, scholarly and creative;
  - (iii) Grant funding and/or development activity that focuses on the advancement of knowledge in the discipline (which may include the scholarship of teaching and learning) and that is intended to lead to scholarly output;
- b. Professional development;
- c. Professional recognition;
- d. Other research and scholarly activities as specified in academic unit guidelines.

3. Quality of professional, University and community service

Activities in the following categories are classified as service activities. Only those categories specified in academic unit

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guidelines are to be considered for a candidate (not all categories may be required of all candidates).

- a. Participation in professional organizations, including leadership positions;
- b. Service to the University;
- c. Service to the college and/or department/school;
- d. Service to the community (must be discipline related service);
- e. Grant activity that does not have a scholarly research or teaching component.

4. Professional conduct ~~, as defined in written standards~~ includes, but is not limited to compliance with the following policies, rules, and standards:

- a. Sexual harassment policy of the University;
- b. Conflict of interest, conflict of commitment, scholarly misconduct, and ethical conduct policy of the University;
- c. Affirmative action policy of the University;
- d. Alcohol policy of the University;
- e. Drug-free workplace policy of the University;
- f. ~~Adherence to the~~ "Statement on Professional Ethics" as published by the AAUP;
- g. Other professional ethics policies as approved by the AAUP Committee B on professional ethics and published by the AAUP;
- h. Disseminated codes of conduct and ethics as defined prescribed by relevant professional organizations in the relevant disciplines;
- i. Professional responsibilities as set out in University rules.

B. Application File

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### 1. Contents

Candidate files shall include at least:

- a. A current curriculum vita;
- b. Narrative statement by the candidate addressing the meeting of University-wide and academic unit criteria;
- c. A table of contents of materials included in the RTP file, which shall be amended to reflect any late additions to the RTP file;
- d. All previous RTP recommendations and the initial appointment letter;
- e. Quantitative evidence of effective teaching, including results of formal teaching evaluations, as well as additional materials required by academic unit guidelines (such as peer evaluations of teaching or letters of support);
- f. If required by academic unit guidelines, qualitative evidence of effective teaching, which may include, for example, peer evaluation of teaching, written student evaluation comments (along with the rationale for the material included), letters of support for the candidate (along with provenance of such letters), etc., shall also be included;
- g. Evidence of scholarship and/or creative activity;
- h. Evidence of service;
- i. For tenure and promotion files, Eexternal review letters solicited by the RTP committee chair, ~~for tenure and promotion files.~~

### 2. File Additions

Once the candidate has submitted the full application file, additions to the file are limited to the following:

- a. External review letters are added to the file by the departmental RTP committee chair as they are received. The candidate has no access to these letters, within the limits of the law.



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- b. Recommendation letters are added to the file by the appropriate individuals as the review process proceeds.
- c. The candidate may add information to the application file under these conditions:
  - (i) Any additions to the file are limited to recent publications, creative activities or external grants. Additions must be clearly dated and marked as additions. The table of contents must be amended to reflect the addition/s. The candidate must immediately notify the RTP committee chair and the academic unit chair/direction of the addition/s.
  - (ii) Additions may only be included before the end of week 5 of the fall semester, or before the departmental RTP committee has made its recommendation, whichever is later.
  - (iii) The candidate may add information to the application file on previously submitted publications that are accepted for publication (with page numbers), appear in print or appear electronically before the deadline in (ii) above.
  - (iv) The candidate may add information to the application file on previously submitted creative activities that are accepted with a formal letter of confirmation or contract before the deadline in (ii) above.
  - (v) The candidate may add information to the application file on previously submitted internal or external grant proposals that are formally awarded before the deadline in (ii) above.
- d. The departmental RTP Committee must consider any such file additions in its deliberations and final recommendation.

### Section 4. External Review Letters

A review, external to the University, of scholarly publications and/or creative activities is required for all tenure and/or promotion applications. One set of external review letters may be used for concurrent tenure and promotion applications. Neither the external review letters nor the identities of the external reviewers shall be disclosed to the tenure or promotion candidate.

A. Purpose of External Review

The purpose of external review is to ensure that scholarly and creative standards at the University are commensurate with those at comparable universities and colleges, and are in line with discipline standards.

B. Process of Obtaining External Reviews

1. The pool of potential external reviewers shall be generated in the spring semester as described below, after the candidate has submitted the letter of intent. Whenever possible, reviewers should be solicited and sent the review materials by the end of spring finals week. The pool must be large enough to reasonably ensure a minimum of three (3) reviews to be received by the end of week 2 of the following fall semester, at which time the departmental review process begins.
2. Candidates for tenure and/or promotion must submit to the RTP committee chair all materials relevant to external review, as determined by academic unit guidelines, and a list of at least three (3) potential external reviewers with the letter of intent, by April 15. The list shall include a statement of the relationship between the potential reviewers and the candidate, to avoid conflict of interest. These materials may be submitted after April 15 only if the RTP committee grants an extension.
3. The RTP committee shall create an additional list of potential reviewers with no perceived conflict of interest with the candidate, and shall forward the list to the chair/director and dean ~~(to the dean in colleges without departments)~~. The chair/director and dean may provide additional potential reviewers to the pool. The candidate shall be apprised of the full list of names considered by the committee.
4. It is expected that reviewers will ordinarily be from academic institutions and shall;
  - a. be at or above the requested rank of the candidate;
  - b. be from institutions that are at least comparable in the discipline.
  - c. have expertise appropriate to address the candidate's meeting of the academic unit criteria. In some cases reviewers

may be from other reputable external organizations relevant to the discipline, for example, from industry, business, or government.~~It is expected that reviewers will ordinarily be from academic institutions and;~~

- ~~a. Shall be at or above the requested rank of the candidate;~~
- ~~b. Shall be from institutions that are comparable in the discipline.~~
- ~~c. Reviewers with expertise appropriate to address the candidate's meeting of the academic unit criteria may be from other reputable external organizations relevant to the discipline, for example, from industry, business, or government.~~
5. Reviewers shall not be current or former students or mentors of the candidate, shall not be a current or former employee of the University, and shall not have any perceived conflict of interest, as defined by University rules.
6. The committee, with the approval of the dean, shall select the initial set of reviewers to be solicited, at least one third ( $1/3$ ) of which shall be from the candidate's list.
7. If the initial set of reviewers does not yield a sufficient number of responses, the committee shall select subsequent sets of reviewers as needed. These sets may or may not include reviewers from the candidate's list. The committee may consult with the candidate to select these additional reviewers, if it so desires. The dean must approve each subsequent set before the committee may contact the potential reviewers.
8. Once a set of reviewers has been approved, the committee chair shall contact the reviewers to request review letters bearing the reviewer's affiliation and signature; this contact may include offers of honoraria. These reviews shall not be questionnaires or surveys constructed by the academic unit. Each academic unit shall develop instructions for the external reviewer including the materials and bases by which the materials shall be assessed.
9. At least three (3) reviews shall be required. The file shall not be considered complete and shall not go forward until three (3) letters of external review have been included. If three (3) reviews have not been received by Wednesday of week four (4) of the fall semester, the dean may permit the file to go forward if compelling

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circumstances, documented by the committee chair, justify the absence of any of the external reviews.

10. The committee shall include copies of the text of all requested and received external reviews in the candidate’s file.
11. The identity of the external reviewers and the review letters shall be deemed by the University and the candidate as confidential to the extent permitted by law. No letters of recommendation submitted by University personnel as part of the candidate’s RTP process shall identify the names or affiliations of the external reviewers. In addition, any quotations from external review letters used in any University recommendation letter shall be carefully chosen or redacted so as to not identify the names or affiliations of the external reviewers.
12. The reviewer shall be apprised that the review may be subject to disclosure under such circumstances including but not limited to as pursuant to subpoena, validly issued court order, ~~or~~ public records request, or other legally obligatory demand.

C. Use of External Review Letters

All departmental, college and university RTP committees must use their best professional judgment, based on discipline-specific standards at the University. The external review letters are to be used by these committees to augment their reasoned assessment, in order to ensure that candidates are held to reasonable, objective standards. As a general rule, departmental assessments, and then college level assessments, should carry more weight than external review letters.

Section 5. Review Timelines

A. Calendar of events

Date(s)	Action required
<del>By March 1</del>	<del>In colleges without departments who have created subcommittees of the tenured faculty, selection of RTP committees</del>
By March 15	Academic unit chairs/directors <del>in colleges with departments or deans in colleges without departments</del> hold organizational meetings to elect chairs of the RTP committees
By April 1	Academic unit chairs/directors <del>in colleges with departments or deans in colleges without</del>

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	<del>departments</del> send letters of notification to candidates
By April 15	Candidates send letters of intent to academic unit chairs/directors <del>or deans in colleges without departments</del> — for tenure and/or promotion applications, the letters of intent shall be accompanied by materials for external reviewers and a list of at least three (3) potential external reviewers submitted by the candidates
Friday of spring semester finals week	Materials sent to external reviewers
Friday of week two (2) of fall semester	Candidates submit full applications; external reviewer letters due
Friday of week five (5) of fall semester	Deadline for candidate’s file additions (Section 3.B.2)
Friday of week six (6) of fall semester	Committees send recommendations to candidate, academic unit chairs/directors, <del>or deans in colleges without departments</del>
Friday of week seven (7) of fall semester	Membership of all college-wide <del>—</del> <u>review committees,</u> and the University-wide appeals committee, <del>s</del> must be finalized
Friday of week eight (8) of fall semester	Academic unit chairs/directors send recommendations to candidates and deans
Friday of week twelve (12) of fall semester	College-wide <del>—</del> <u>review committees</u> provide recommendations for tenure and/or promotion cases, with copy to all concerned
Friday of week sixteen (16) of the fall semester	Deans forward negative recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week two (2) of spring semester	Deans forward positive recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week five (5) of spring semester	Provost forwards negative recommendations to candidates, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
First (1 <sup>st</sup> ) Wednesday in April, usually	Provost forwards positive recommendations to the President and the Board, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
Fourth (4 <sup>th</sup> ) Wednesday in April, usually	Board votes on recommendations

- B. In the event that the deadline for completion of a step cannot be met, a request for extension and supporting rationale shall be forwarded to the

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appropriate committee chair, academic unit chair in academic units with departments, dean, or Provost prior to said deadline. The request and rationale shall be included in the candidate's file.

1. The committee chair, academic unit chair/director, dean, or Provost shall accept or reject the request for extension within one (1) week of its receipt. Rationale for the decision shall be included in the candidate's file.
2. Extension of the deadline at any level does not automatically extend future deadlines.

### Section 6. Academic Unit Review

#### A. Guidelines

1. Overview
  - a. Each academic unit shall develop guidelines for the reappointment, tenure, and promotion of its bargaining unit members:
  - b. All operative academic unit guidelines shall be available in the academic unit, the office of the dean of the college, and the office of the Provost.
  - c. All academic unit guidelines shall comply with the applicable provisions of this Article.
  - d. In case of conflict, the applicable provisions of this Article supersede all other guidelines.
2. Contents
  - a. All academic unit guidelines shall enumerate the specific materials that are to be included in the candidate's RTP files.
  - b. All academic unit guidelines shall enumerate clear and specific minimum criteria that a candidate must meet to be recommended for tenure and/or promotion. Such criteria may include both quantitative and/or qualitative criteria relevant to the discipline(s) represented in the academic unit.
  - c. Academic units may permit promotion to associate professor before tenure. If so, the unit guidelines shall enumerate clear

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and specific minimum criteria that a candidate must meet to be recommended for such a promotion. However, such a promotion to associate professor does not guarantee a subsequent recommendation for tenure.

- d. All academic unit guidelines shall enumerate clear and specific minimum criteria that clearly distinguish the requirements of the professor rank from those for obtaining tenure.

### 3. Approval and Revision

~~a. Guidelines shall be approved before they can be applied to bargaining unit members. They may be revised based on a two-thirds (2/3) vote of the department/school's tenured and tenure-track bargaining unit faculty in accordance with the following schedule: Revised guidelines must be submitted to the chair/director by the end of week five (5) of the Spring semester. The chair/director, the dean, and the Provost shall review the revised guidelines and provide feedback as appropriate by the end of week ten (10) of the Spring semester. The bargaining unit faculty shall resubmit the guidelines by the end of week fifteen (15) of the Spring semester. Once approved by the Provost, the guidelines shall take effect for applications submitted during the Spring semester of the following calendar year.~~

~~b. The guidelines prepared by each academic unit must be formally approved by two-thirds ( $\frac{2}{3}$ ) of the tenure track faculty of that unit.~~

~~c. The academic unit chair/director, dean and the Provost shall also formally approve the guidelines before they become effective.~~

~~d. Each academic unit's guidelines shall include a process to review and, if necessary, revise the guidelines.~~

### B. Departmental Procedures

1. Eligible candidates shall submit to the academic unit chair/director a letter of intent to apply for reappointment, tenure and/or promotion per the timelines above. Those applying for tenure and/or promotion shall also submit external review materials and a list of at least three (3) potential reviewers with the letter of intent, as described in Section 4..

2. The candidate may withdraw his/her application at any time by submitting a letter to the academic unit chair/director, ~~or to the dean in colleges without departments~~. The letter recipient shall inform all committee members involved in the candidate's RTP review up to that point in time that the application has been withdrawn, and shall retrieve the candidate's file and return it to him/her. External review letters shall be sealed and kept by the academic unit chair/director, and may be used in either of the next two (2) RTP cycles as part of a subsequent application if the candidate and the RTP committee agree. Any recommendations that had been made as part of the review process by the RTP committee or academic unit chair/director prior to the withdrawal shall be kept in the candidate's personnel file maintained by the academic unit.
3. Each candidate ~~eligible~~ for reappointment, tenure and/or promotion shall submit his/her full RTP file to the appropriate committee chair per the timelines above.
4. The committee chair shall notify the candidate, all committee members, the academic unit chair/director, and the dean of the location and availability of the candidate's file.
5. The RTP committee chair shall notify all committee members, the academic unit chair/director, and the dean of any additions made by the candidate to the RTP file.
6. Promotion for candidates with joint titles.
  - a. Promotion applications for candidates with joint titles are considered by both primary and secondary academic units. The RTP Committee chair of the primary academic unit shall forward a copy of the application materials to the RTP Committee chair of the secondary academic unit. The secondary academic unit shall simultaneously review the candidate, using its own criteria, to determine whether the joint title shall be maintained at the promoted rank, ~~should it be awarded in the event that the candidate is promoted within by~~ the primary academic unit. The recommendation made in the primary academic unit shall not be affected by the recommendation made in the secondary academic unit.
  - b. In the event a promotion in rank is awarded to the candidate by the primary academic unit, but the secondary academic



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unit does not recommend maintaining the joint title at the promoted rank, the joint title shall be terminated.

- c. Tenure applications for candidates with joint titles are considered only by the academic unit of primary appointment.
7. Reappointment, promotion and tenure for candidates with joint appointments.
    - a. Promotion and tenure applications for candidates with joint appointments are considered by both primary and secondary academic units. A joint committee shall be formed, composed of all eligible bargaining unit members from both the primary and secondary academic units. This committee shall follow all rules and procedures outlined above for Departmental RTP committees. The criteria used to evaluate the candidate are those determined at the time of initial hire as documented in the letter of offer, as specified in Article 11 Initial Hire.
  8. Tenure resides in the academic unit of primary appointment.

**C. Formation of the RTP Committees**

1. All tenured bargaining unit members of the academic unit who have completed at least one (1) year of service at the University, including those whose tenure has been approved by the Board but whose tenure has not yet become effective, are eligible to serve on reappointment and tenure committees. Only those tenured and with rank above that of the candidate may serve on promotion committees. Distinguished Professors are eligible to serve on all RTP committees.
2. The academic unit chair/director shall call an organizational meeting of all eligible bargaining unit faculty in the spring semester, per the Timelines listed above, to form the RTP Committees (Reappointment Committee, Tenure Review Committee, Promotion to Associate Professor Review Committee, and/or Promotion to Professor Review Committee).
3. In academic units in colleges with departments/schools, RTP committees shall be composed of all eligible bargaining unit members.

- ~~4. Academic units in colleges without departments have two (2) options for composing RTP committees.~~
- ~~a. Option 1: The RTP committee shall be composed of all the eligible bargaining unit members in the college. In this case, appeals are referred to the University wide appeals committee.~~
- ~~b. Option 2: The RTP committee shall be composed of no fewer than three (3) eligible bargaining unit members who have completed at least one (1) year of service at the University.~~
- ~~(i) The eligible bargaining unit members of the academic unit shall select the committee members according to academic unit guidelines.~~
- ~~(ii) Membership shall not be by administrative appointment.~~
- ~~(iii) Selection shall be made per the timelines above.~~

54. If there are fewer than three (3) eligible bargaining unit members in the academic unit to form any committee, the tenure track college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit. These rules shall be included in the procedures of the college or school. In such cases, the RTP committee should be formed as quickly as possible to facilitate the solicitation of external reviews.

56. A chairperson, or co-chairs if the committee chooses, shall be elected at the organizational meeting and shall serve for one (1) year. If co-chairs are elected, the duties of the chair shall be divided between the co-chairs. In the remainder of this section, the term "committee chair" refers to the chair or co-chairs.

D. Procedures of the RTP Committees

1. RTP committees must have a quorum present in order to conduct business. For the purpose of RTP deliberations, a quorum is defined as two-thirds ( $\frac{2}{3}$ ) of the ~~eligible~~ members. In the case where there are fewer than six (6) ~~eligible~~ members, a quorum is defined to be at least three (3) members.
2. The ~~processes of RTP~~ decision-making process within the bargaining unit ~~are shall be deliberative processes.~~ Eligible ~~Committee~~ members who do not ~~participate in or attend the~~

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~~deliberations review the candidate's file and attend the committee meeting(s) in which the candidate's application is considered shall not be permitted to vote.~~

3. ~~RTP committee meetings may be held by electronic means.~~

3. ~~To be eligible to vote, a member shall review candidate-submitted materials and shall attend all committee meetings in which the candidate is discussed. Exceptions to this rule are as follows:~~

a. ~~The committee may, by a majority vote of members present, permit a member who has not attended all meetings, but who has otherwise substantially met the participation standards of the academic unit, to vote on the candidate. The reason for the exception shall be included in the committee recommendation.~~

b. ~~Unit guidelines may allow for absentee ballots in extenuating circumstances for persons who are otherwise eligible to vote. The committee may determine eligibility for an absentee ballot by a majority vote of members present and voting. Extenuating circumstances include death in the immediate family, serious illness, and inability to attend due to events beyond one's control. The nature of the extenuating circumstances and the vote shall be included in the committee recommendation.~~

4. For the purposes of RTP deliberations, a favorable recommendation requires at least a simple majority vote in the affirmative, at the minimum, is necessary for a positive recommendation. Academic unit guidelines may specify additional requirements for a minimum affirmative vote beyond a simple majority prescribe a supermajority requirement. When there is a tie vote, the motion to recommend in favor of the candidate fails is rejected. It is the duty of every committee member to deliberate in good faith, and the duty of the committee to issue an recommendation, either favorable or unfavorable opinion by a positive or negative vote. However, committee members cannot be compelled to vote, and may abstain from voting, knowing that the effect is the same as if they had not voted. An abstention counts neither in favor of nor against the motion. In the event that all members abstain from voting all votes cast are abstentions, the academic unit has forfeited the right to provide make a recommendation either positively or negatively, and the decision will be based on the subsequent recommendations will be left to sequential levels of review.

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5. ~~For purposes of any RTP matter, a~~ All University employees bargaining unit members shall comply with the University's conflict of interest policy and ~~voluntarily remove~~ recuse themselves from any discussion, voting, or participation of any kind when the candidate is:
  - a. A member of that bargaining unit member's immediate family ~~(e.g. spouse, son, daughter, or other family member residing in that family member's household).~~
  - ~~b.~~ A member of that bargaining unit member's extended family ~~(e.g. siblings, parents, grandparents, cousins, uncles, aunts, or other next of kin).~~
  - be. Any other person where as to whom there would exist a conflict of interest or the appearance of a conflict of interest as defined by University rules.
6. Candidates who are applying for reappointment, tenure and/or promotion to associate professor shall be evaluated under the academic unit criteria in effect at the time of the candidate's official appointment date to the tenure track position. If the criteria have been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is made, the candidate may not reverse his/her decision. However, the candidate may choose each time criteria are revised and are approved by the Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used. ~~For colleges without departments, procedures and statements involving the academic unit chair/director are not applicable.~~
7. Candidates who are applying for promotion but not for tenure shall be evaluated under the academic unit criteria in effect either at the time of the candidate's last official promotion or the academic unit criteria in effect five (5) years prior to the candidate's application, whichever is more recent.
8. Persons within the college who are required to provide a separate recommendation for a specific candidate (e.g. academic unit chairs/directors, deans or their designees) cannot be a member of that candidate's committee, but may, at the committee's request, attend for informational purposes.

E. Duties and responsibilities of the RTP committee

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1. The RTP committees shall review the qualifications of any bargaining unit member of the academic unit who has requested reappointment, tenure and/or promotion and shall make recommendations to the academic unit chair/director, ~~or dean in colleges without departments~~, regarding the granting or denial of the request.
2. The recommendations shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit guidelines.
3. The recommendation letter shall be reviewed and approved by the committee before dissemination. Minority reports are not permitted.
4. The RTP committee chair shall convene all meetings, other than the organizational meeting referred to in the timelines above, and preside at these meetings.
5. The RTP committee chair shall invite the candidate to meet with the committee before the recommendation is made.
6. The RTP committee chair shall inform the candidate in writing of the committee's recommendation per the timelines above.
7. Reappointment letters shall include an assessment of the candidate's record in all pertinent areas. Perceived weaknesses must be documented, and must include a statement of how the candidate can enhance performance toward meeting the goal of tenure and promotion.
8. Tenure and promotion recommendation letters shall include an assessment of the candidate's record in all pertinent areas and a summary of the external reviews. A statement must be included ~~to justify that explains~~ how the candidate's record meets or fails to meet the expectations expressed in the guidelines and any additional expectations that may have been expressed in the candidate's initial appointment letter.
9. The RTP committee chair shall transmit copies of the committee's recommendations and the candidate's RTP file to the academic unit chair/director ~~or the dean in colleges without departments/schools~~ per the timelines above.

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10. Committee members shall be responsible for the maintenance of minutes and the documentation of the committee proceedings.

**F. Role of the Chair/Director**

1. The academic unit chair/director shall call an organizational meeting to elect appropriate committee chairs and send out notifications to candidates per the timelines above.
2. The academic unit chair/director shall evaluate the candidate's RTP file and the RTP committee's recommendation to formulate his/her recommendation, which shall include a statement of how the candidate meets or fails to meet the expectations expressed in the guidelines.
3. The academic unit chair/director has the responsibility to determine that the RTP committee followed correct procedures and accurately, consistently, and fairly applied the approved departmental criteria.
4. The academic unit chair's/director's report shall include an assessment of his/her determination that these procedures and criteria have been addressed.
5. Written copies of the academic unit chair's/director's recommendation shall be provided to the candidate and the RTP committee chair.
6. In colleges with departments/schools, the academic unit chair/director shall transmit his/her recommendation to the dean with the candidate's RTP file per the timelines above. A copy of the recommendation shall be sent to the candidate and the RTP committee chair.

**Section 7. College-Level Review**

**A. Role of the Dean**

1. Duties and responsibilities of the dean
  - a. ~~In tenure and promotion cases, the dean shall transmit the file, if necessary, to the college-wide review committee. Upon return of the file with the college wide review committee's recommendation, the dean shall transmit his/her recommendation to the Provost along with the candidate's RTP file per the timelines above with a copy to the candidate,~~

~~the academic unit chair/director, and the relevant committee chairs.~~

- b. In all reappointment, tenure, and promotion cases, ~~the~~ dean shall evaluate all previous recommendations and materials from the candidate's RTP file to formulate his/her own recommendation, which shall include a statement of how the candidate meets or fails to meet the expectations expressed in the guidelines.
- c. If the dean's recommendation differs from that of the RTP committee or academic unit chair/director, the dean shall discuss his/her recommendation with the RTP committee and academic unit chair/director.
- d. If the dean identifies a procedural error or inadequate consideration in a previous recommendation that materially affected that recommendation, he/she shall inform the Labor Management Committee, which shall review the recommendation letters thus far generated to determine whether or not the case should be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should be returned, or is unable to achieve consensus, the case shall be returned to the point of origin of the error for reconsideration. If the Labor Management Committee ~~does not~~ agrees that the case should not be returned, the dean shall document the concerns in his/her recommendation, and the review process shall proceed as normal.
- e. Except in second-, third-, and fifth-year reappointment cases in which there are no negative recommendations, the dean shall transmit his/her recommendation to the Provost along with the candidate's RTP file per the timelines above with a copy to the candidate, the academic unit chair/director, and the relevant committee chairs.

B. College-Wide Review Committee

1. All colleges shall have college-wide tenure and/or promotion review committees. The college-wide review committees shall provide a separate and independent recommendation of each candidate for tenure and/or promotion. The order of recommendations is sequential, not hierarchical. The guidelines for each college shall include procedures for constituting college-wide review committees.

- ~~2. In colleges without departments that constitute tenure and promotion committees as committees of the whole tenured bargaining unit, the tenure and/or promotion committee shall also operate as the college-wide review committee.~~
- ~~23. In colleges with departments, and colleges without departments that establish separate tenure and/or promotion committees, the college-wide review committees shall be composed of no fewer than five (5) members elected from the tenured bargaining unit of the college. Each college shall develop guidelines for the election process and the voting process, including guidelines for replacing members unable to serve and for selecting members from outside the college if needed.~~
34. A committee member from the department of the candidate being considered shall not participate in the discussion or voting concerning said candidate.
45. Members of the college-wide review committees shall meet the following criteria:
- a. Members of the college-wide tenure review committees shall be tenured bargaining unit members.
  - b. Members of the college-wide promotion-to-associate-professor review committee shall be tenured bargaining unit members holding the rank of associate professor or professor, or the title of Distinguished Professor. Candidates applying for promotion to associate professor, but not applying for tenure, shall be reviewed by the college-wide promotion-to-associate-professor review committee.
  - c. Members of the college-wide promotion to professor review committee shall be tenured bargaining unit members holding the rank of professor or the title of Distinguished Professor.
  - d. Members of any college-wide review committee shall have completed at least one (1) year of service at the University.
56. The college-wide review committee shall evaluate candidates' files and all previous recommendations to determine:



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- a. That the candidate has satisfactorily met all approved tenure and/or promotion criteria established by the University and the academic unit;
- b. That the departmental tenure and/or promotion committee and the academic unit chair/director have followed all approved procedures in their evaluation of the candidate;
- c. That the candidate has received adequate consideration in the RTP process;
- d. That the tenure and/or promotion committee and the academic unit chair/director recommendations for the candidate are consistent with the academic unit guidelines;
- e. That any conditions of initial hire were duly taken into consideration in the departmental and chair/director recommendations;
- f. That the external review letters were impartial and involved no conflict of interest.

67. The college-wide review committees shall not evaluate the merits of departmental guidelines or criteria.

78. If the college-wide review committee identifies a procedural error or inadequate consideration in a previous recommendation that materially affected that recommendation, the committee chair shall inform the Labor Management Committee, which shall review the recommendation letters thus far generated to determine whether or not the case should be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should be returned, or is unable to achieve consensus, the case shall be returned to the point of origin of the error for reconsideration. If the Labor Management Committee ~~does not~~ agrees that the case should not be returned, the college-wide review committee shall document the concerns in its recommendation, and the review process shall proceed as normal.

89. The college-wide review committee's written recommendation shall include in its findings that paragraphs B.56(a)–B.56(f) of this Section have been addressed. If the committee's recommendation differs from the recommendations of the tenure and/or promotion committee, or from the academic unit chair/director, the committee's

recommendation shall include a statement of the reason(s) for such difference(s).

~~a. In colleges with separate college-wide review committees, if the committee's recommendation is not consistent with the recommendations from the tenure and/or promotion committee, or from the academic unit chair/director, the committee's recommendation shall explain these inconsistencies.~~

~~b. In colleges with no separate college-wide review committee, the recommendation from the committee of the whole shall explicitly include findings on paragraphs B.6(a) B.6(f) of this Section.~~

910. The college-wide review committee shall forward its recommendation to the dean, with copies to the academic unit chair/director, the RTP committee chair, and the candidate per the timelines in Section 5.

C. Discretionary Appeal to the Labor Management Committee

If the candidate, in reviewing the recommendation letters from the departmental RTP Committee, the academic unit chair/director, the College Review Committee and/or the dean, believes that a procedural error or inadequate consideration has materially affected one or more of the recommendations, he/she may present his/her concerns to the Labor Management Committee. The Labor Management Committee shall review the recommendations generated thus far to determine whether ~~or not~~ the case should be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should be returned, or is unable to achieve consensus, the case shall be returned to the point of origin of the error for reconsideration. If the Labor Management Committee ~~does not agree~~ that the case should not be returned, the review process shall proceed ~~as normally~~.

Section 8. The University Level Review

A. Role of the Provost

1. The Provost or ~~Senior Vice the~~ Provost's designee shall, if necessary, transmit the file, ~~if necessary~~, to the University Appeals Committee. Upon return of the file with the University Appeals

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Committee's recommendation, the Provost or ~~Senior Vice the~~ Provost's designee shall transmit his/her recommendation to the candidate per the timelines above with a copy to the dean, chair/director, and chairs of other committees involved in the candidate's review process. The RTP file shall then be returned to the dean, where external review letters shall be removed and stored as part of the candidate's permanent personnel record before the RTP file is returned to the candidate.

2. The Provost or ~~Senior Vice the~~ Provost's designee shall transmit his/her positive recommendations to the President. If the President concurs, these recommendations are forwarded to the Board for consideration, usually at the April Board meeting.

**B. Role of the Board of Trustees**

Notification of appointment, reappointment, tenure, and promotion of bargaining unit members shall occur as follows:

1. The Board usually acts upon recommendations for appointment, reappointment, promotion, and the granting of indefinite tenure at its April meeting.
2. Recommendations for appointment, reappointment, promotion, and the granting of indefinite tenure may be considered at other Board meetings as appropriate.
3. The appointment, reappointment, tenure, and promotion of bargaining unit members are subject to the approval of the Board. No officer, dean, committee, or other such entity shall have the authority to employ, set the compensation or other terms of employment except the Board. All offers of employment shall be subject to this condition. The University shall make available to the bargaining unit faculty members an electronic record of their employment status, including rank, tenure status, and salary.
  - a. ~~Following the Board's approval, the Secretary of the Board shall send a certificate of appointment detailing the agreement reached between the bargaining unit member and the University. It shall include an endorsement of acceptance that the bargaining unit member shall sign and return to the Secretary of the Board within the time period stipulated.~~
  - b. ~~In the event a bargaining unit member adds or deletes terms to the certificate of appointment, or fails to sign or return the~~

~~endorsement, the Secretary of the Board shall submit the issue to the Board at their next regular meeting for consideration of rescinding the certificate of appointment.~~

Section 9. Appeals Process

A. Procedures

1. ~~The candidate may appeal only once to the University Appeals Committee. After the dean has made his/her recommendation, the candidate may appeal any level of recommendation up to and including the recommendation of the Dean. After the Provost or the Senior Vice Provost's designee has made his/her recommendation, the candidate may appeal any level of recommendation up to and including the recommendation that of the Provost or Senior Vice the Provost's designee.~~
2. If an appellant believes that an adverse decision ultimately rendered on an appeal was caused in substantial part by a procedural error or omission either in the original decision-making process or in the appeals process and such alleged procedural error or omission was timely raised as set forth in this Section, such appellant may, with the concurrence of the Akron-AAUP, appeal the matter to arbitration. This shall be done by filing a grievance, which shall be initiated at the Step 2 level and thereafter proceed to arbitration pursuant to the procedures established in Article 12 (Grievance and Arbitration Procedures).
3. In any such arbitration, the arbitrator shall consider all procedural errors or claims of inadequate consideration and determine if, in their totality, they constitute substantive prejudice to the candidate.
4. The arbitrator shall remand the promotion or tenure decision being grieved to the point of initial error with directions as to which of the existing procedures in the Agreement or in applicable college or departmental bylaws are to be followed.
5. The arbitrator does not have the authority to award promotion or tenure to a bargaining unit member.
6. At each level where a tenure or promotion case is remanded and/or subsequently reviewed, individuals and committees will duly consider all advice and recommendations of the arbitrator on an expedited basis.

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7. In the case of a violation of the procedures, it is not intended that appointment, reappointment, promotion or tenure be awarded by default.

**B. University Appeals Committee**

1. The University Appeals Committee shall consist of one (1) member from the tenured professors or Distinguished Professors of each degree-granting college except the School of Law, elected by its tenure track bargaining unit members and one (1) tenured professor or Distinguished Professor from the University libraries, elected by its tenure track bargaining unit members. Committee appointments shall be established as three (3) year staggered terms.
2. The following procedures for the University Appeals Committee shall be followed.
  - a. The candidate shall file an appeal with the University Appeals Committee within two (2) weeks of receiving the ~~dean's or the~~ Provost's recommendation. The written and signed appeal shall be sent to the chair of the University Appeals Committee with copy to the appropriate chair/director, dean, committee chairs and Provost.
  - b. The candidate's appeal shall provide a statement of specific procedural error or a claim of inadequate consideration.
  - c. The appeals committee shall consider all procedural errors or claims of inadequate consideration and determine if, in their totality, they constitute substantive prejudice to the candidate.
  - d. The appeals committee shall not evaluate the merits of the candidate's application in order to determine if the candidate has met all approved RTP criteria.
  - e. Within seven (7) calendar days after receiving the appeal, the chair of the University Appeals Committee shall hold a meeting.
  - f. All committee members shall read the candidate's written and signed appeal before attending the meeting.
  - g. The appellant shall be notified of the meeting and shall be invited to attend to answer whatever questions might arise concerning the appeal.

- h. After reviewing the appeal, and in closed session, the committee shall vote to accept or reject the appeal. A simple majority vote of the full committee shall be required to accept the appeal and to submit it to further investigation.
- i. If the appeal is rejected, the committee shall notify the candidate of the rationale for the decision, with copy to the appropriate chair/director, dean, committee chairs and Provost.
- j. If the appeal is accepted, the committee shall notify the candidate, with copy to the appropriate chair/director, dean, committee chairs and Provost.
- k. Within fifteen (15) calendar days, the committee shall complete its investigations and report their findings and recommendations to the Labor Management Committee, with copy to the candidate, the appropriate chair/director, dean, committee chairs and Provost.
- l. The Labor Management Committee shall determine whether the case shall be returned to the point of origin of a procedural error, or whether the review process shall move forward.
- m. In the case of an appeal of reappointment or tenure the candidate will be reappointed for the following year on a terminal contract.

**ARTICLE 14**  
**DISCIPLINARY ACTION**

Section 1. The University and Akron-AAUP agree that discipline for just cause, up to and including termination of a bargaining unit member, may be necessary from time to time. In the case of an oral or written reprimand, such discipline shall not be subject to the formal process set forth in the Article, but shall be subject to less formal due process, and, in any event, all discipline shall be only for just cause and shall be subject to the Grievance and Arbitration procedures set forth in Article 12, supra.

Section 2. When the University has reason to believe an incident(s) has occurred which might constitute grounds for discipline, other than an oral or written reprimand, it shall conduct an investigation pursuant to this Article.

Section 3. If after such investigation the Provost believes disciplinary action is warranted, discipline may be imposed on a bargaining unit faculty member for just cause.

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Engaging in conduct that constitutes just cause for discipline may lead to any one or more of the following types of disciplinary action: oral reprimand, written reprimand, suspension with pay, suspension without pay, or termination of employment. In determining the level of disciplinary action to impose in any given situation, the University shall take into account the severity of the offense, prior disciplinary action, the bargaining unit member's improvement since the last disciplinary action was taken, and the bargaining unit member's overall employment record.

Section 4. Prior to imposing disciplinary action, other than an oral or written reprimand, the department chair, dean, or the Provost will meet with the bargaining unit faculty member to discuss the charge(s) against the bargaining unit member, and provide the bargaining unit faculty member with an opportunity to present his or her case. The following procedures will be followed:

- A. The bargaining unit faculty member shall be given the opportunity to be accompanied by an Akron-AAUP representative.
- B. At least ten (10) days prior to the meeting, the University shall notify both the bargaining unit faculty member and the Akron-AAUP in writing of the specific charge(s) and the specific basis(es) of those charges to be discussed at the meeting. Where the contemplated discipline may be suspension or be more severe, the University shall provide the bargaining unit faculty member and the Akron-AAUP with copies of the documents which the University can release legally upon which the charges are based. However, all identities will be redacted.
- C. If the matter is not disposed of by mutual agreement at the meeting, the bargaining unit faculty member and the Akron-AAUP shall be sent a written statement of the charges and the discipline imposed, as well as copies of the documents which the University can release legally upon which the charges and discipline are imposed, to the extent not previously provided, within ten (10) days of the meeting. Such statement will be signed by the administrator imposing discipline and initialed by the Provost.
- D. If discipline is imposed the University will disclose those identities which can be released legally.

Section 5. A bargaining unit faculty member who disagrees with the disciplinary action that has been imposed may seek recourse through the Grievance and Arbitration Procedure.

[Section 6. Bargaining unit members alleged to have violated the University of Akron's Interim Gender-Based Misconduct and Title IX Policy & Protocol \("Title IX Policy"\) located](#)

at <https://www.uakron.edu/title-ix/docs/title-ix-policy.pdf> shall be subject to the applicable provisions of the Title IX Policy and the Memorandum of Understanding Regarding the New Title IX Regulations ("Title IX MOU"). Conflicts between this Article 14 and the Title IX Policy, the Title IX MOU or the Title IX Regulations shall be resolved in favor of the Title IX Policy, MOU or Regulations.

## **ARTICLE 15** **RETRENCHMENT**

### **Section 1. Determining the Necessity for Retrenchment**

- A. Retrenchment may be necessary when a judgment, made by action of the ~~Board~~President, based upon evidence made available to the Akron-AAUP according to the schedules set forth in this Article, indicates one (1) of the ~~four-five~~ (45) circumstances listed in Section 1(A)(1) through 1(A)(45) exists at the University.
1. Financial exigency, defined as financial problems so severe that they threaten the University's ability to maintain its operations at an acceptable level of quality;
  2. Significant reduction in enrollment of a college, department, or program continuing over five (5) or more academic semesters (not including summer) and which is expected to persist;
  3. Modification, elimination, or suspension leading to elimination of an academic Discontinuation of a college, department or program(s) that requires the reduction or replacement of bargaining unit faculty;
  4. Reorganization of departments, schools, or colleges that reduces the need for bargaining unit faculty by improving efficiency.
54. Action by the Ohio ~~Board of Regents~~Department of Higher Education or Ohio General Assembly which requires the University to implement a retrenchment.

### **Section 2. Bargaining Unit Reductions through Attrition First**

- A. Normal attrition is the preferred approach to alleviating financial exigency or responding to enrollment patterns.
- B. If the ~~Board~~President determines, according to the criteria listed in Section 1 of this Article, that retrenchment is necessary and, further, that in



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implementing this retrenchment a reduction in bargaining unit faculty is necessary, the ~~President~~University shall attempt to achieve the desired result through attrition, including voluntary early retirement.

- C. If, after completing ~~this~~the procedures in Section 2(B), the ~~Board~~President makes the judgment that retrenchment requires reductions in bargaining unit faculty beyond those conducted through attrition, the following procedures establish the process for implementing any retrenchment.

### Section 3. Information

In this Article, "day" means Monday through Friday during fall and spring semesters, excluding University-observed holidays. In the case of financial exigency, "day" also includes Monday through Friday during the summer, excluding University-observed holidays.

- A. The ~~University~~Provost shall provide to the Akron-AAUP evidence of the need for retrenchment, based on the criteria listed in Section 1 of this Article, of efforts to implement this retrenchment as outlined in Sections 2(A) and 2(B) of this Article, evidence that these efforts remain insufficient, and evidence that clearly documents the necessity for a recommendation to release bargaining unit faculty.
- B. At the same time, the Provost shall notify the dean/~~director~~ of the affected unit(s) or program(s) that retrenchment may be required. Accompanying such notification shall be a written description and rationale for the proposed reductions, a copy of which is to be simultaneously forwarded to the Akron-AAUP.
- C. Upon receipt of the above-described notice of possible retrenchment, the dean/~~director~~ of the affected unit(s) shall obtain the recommendations of the affected unit(s)'s members on how best to carry out the proposed retrenchment. The unit members' recommendations, including any alternative proposals, shall be submitted by the dean/~~director~~ to the Provost and to the Joint Committee on Retrenchment (see Section 4 of this Article, below) within ten (10) days after receipt of the notification of possible retrenchment, unless otherwise mutually agreed in writing.
- D. The Akron-AAUP shall be provided access and the opportunity to inspect, request, and/or copy any additional information relevant to the anticipated retrenchment within five (5) days after the delivery of a written request to the Provost.

### Section 4. Consultation

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- A. Within five (5) days after the Akron-AAUP's receipt of the data and information in Section 3(A) a Joint Committee on Retrenchment, with three (3) members appointed by the President and three (3) members appointed by the Akron-AAUP, shall be formed. The Provost, or designee, shall chair the committee in an ex-officio, non-voting capacity. The, members shall be provided the information regarding retrenchment identified in Section 3 of this Article, ~~and this group~~ The Committee shall hold its first meeting within five (5) days after the Joint Committee on Retrenchment is formed. Once the Joint Committee meets it may request additional information and documents that are relevant. The Provost, or designee, shall chair the committee in an ex-officio, non-voting capacity.
- B. In the case of an anticipated retrenchment affecting a college, department, or program, the Joint Committee on Retrenchment's recommendations shall include, with respect to such college, department or program, consideration of:
1. Its historical role and contributions in the University's educational, scholarly and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;
  2. The dependence of other programs in the University on the college, department, or program;
  3. Duplication elsewhere in the University of courses, research or services offered through the department, college or program, and possible organizational arrangements which might serve as alternatives to discontinuation;
  4. Arrangements which can be made to allow students enrolled to satisfy degree or certificate requirements;
  5. Stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
  6. The profile of ages, periods of service and tenure status of its bargaining unit faculty and an estimate of their possible usefulness elsewhere within the University;
  7. Possible arrangements for planned phasing out of the college, department, or program as an alternative to abrupt discontinuation; and
  8. Any other factors the Joint Committee on Retrenchment deems relevant.

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C. Unless otherwise mutually agreed to in writing, within thirty (30) days after the receipt of the data and information in Section 3(A) and 3(C) ~~this first meeting of the~~ Joint Committee on Retrenchment, the Committee will submit its advisory recommendations to the President. Such recommendations may include ways to relieve the need for retrenchment by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities.

- D. The President shall forward these recommendations along with his or her own recommendations to the Board as soon thereafter as practicable. Other than as provided in Section 12 of this Article, the University agrees to take no action regarding retrenchment until the President and the Board have reviewed the recommendations from the Joint Committee on Retrenchment.

Section 5. After receiving and considering the recommendation(s) in Section 4, the Board will make the final determination to implement retrenchment.

Section 6. The Retrenchment Process

Once the final determination has been made that retrenchment is necessary, the following ~~factors~~ shall determine which bargaining unit faculty within the affected unit(s) will be released:

- A. All visiting faculty not funded by outside sources shall be released before any bargaining unit faculty of any category, unless no bargaining unit faculty member has the qualifications necessary to teach the non-bargaining unit faculty member's course(s).

~~The affected bargaining unit faculty member shall first be placed in the appropriate one of the following major categories:~~

- ~~1. Probationary faculty status~~
- ~~2. Tenured faculty status~~

- B. Bargaining unit faculty, ~~when within each of the categories listed in above Section 6(A), will then~~ shall be placed in the appropriate subcategory listed below within each such major following categories:

1. Instructor Assistant Professors of Practice/Instruction
2. Assistant Professors and Associate Professors of Practice/Instruction

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3. Untenured Associate Professors and Professors of Practice/Instruction
4. Untenured Professors
5. Tenured Associate Professors
6. Tenured Professors
7. Distinguished Professors

C. If further reductions are necessary after faculty have been released pursuant to Section 6(A), a bargaining unit faculty member may volunteer to retire or otherwise sever employment to prevent or reduce the need for retrenchment. If such voluntary action prevents or reduces the need for retrenchment, the net savings from such voluntary retirements or departures shall be applied dollar-for-dollar to reduce the number of faculty retrenched as long as the voluntary action does not require the University to replace the retired or departed bargaining unit faculty member at an equal or greater cost. Such voluntary retirements or departures may include incentives such as a period of continued health care, financial compensation, a part-time teaching arrangement, or other agreed-upon terms. Any such incentives shall be included in determining the net savings to be applied to reduce the number of faculty retrenched. This Section 6(C) shall not apply to reduction by attrition under Section 2(A) or 2(B).

If further reductions are necessary, bargaining unit faculty will be recommended for release starting with the lowest numbered subcategory within the lowest numbered major category in Section 6(B). In making the final determination within each subcategory of a major category as to whether or not an individual bargaining unit faculty member will be released, the following additional factors will be given full consideration:

1. The University's commitment to affirmative action and its policies adopted thereunder
2. The quality of the bargaining unit member's contributions service in the areas of teaching, research, and/or and publication and University and public service (as appropriate to the appointment)
3. The impact on the academic program resulting from the release of the bargaining unit member
4. Length of service with the University as a fulltime faculty member

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5. The strategic importance of each academic program to the mission of the University
6. The financial viability of each academic program
7. The feasibility of other faculty performing the bargaining unit member's responsibilities in the areas of teaching, research and publication and University and public service
8. The disparate impact on bargaining unit faculty in legally protected classifications.

Each bargaining unit faculty member in the affected unit will have the opportunity to submit a recommendation with rationale to the dean of the affected unit regarding the individual bargaining unit faculty to be released, consistent with Sections 6(B) and (C).

The dean/director of the affected unit(s), after receiving the recommendations of the affected unit's members, ~~concerning the factors listed in this Section 6(C)~~ will make final recommendations in accordance with Section 6(A), (B), and (C) to the Provost concerning the individual bargaining unit faculty to be released. Whenever bargaining unit faculty within a subcategory are considered approximately equivalent in the ratings on the factors set forth in this Subsection (C), then length of service with the University as a full-time faculty member will be the deciding factor.

- D. The Provost will then make the final decision for the University in accordance with Section 6(AB), and (CB), and (C) and (D) concerning the bargaining unit faculty member(s) to be released and will notify each such bargaining unit faculty member in accordance with the time limitations set forth in the following Section 7. Where some but not all bargaining unit faculty within a category are selected for release, the notice will include an explanation of how the factors in Section 6(C) were applied and provide the released bargaining unit faculty with an opportunity to be heard. A copy of each such notification shall be sent to the Akron-AAUP.

Section 7. Notice of Release

- A. The University will provide notice of release to affected members of the bargaining unit in accordance with the following:
  1. For a bargaining unit faculty member holding a first (1<sup>st</sup>) or second (2<sup>nd</sup>) one (1) year contract expiring at the end of that academic year, not later than March 15; or if the one (1) year appointment terminates

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during an academic year, at least three (3) months in advance of its termination.

2. For a bargaining unit faculty member holding more than a second (2<sup>nd</sup>) one (1) year contract expiring at the end of that academic year, not later than December 15; or if the one (1) year appointment terminates during an academic year, at least six (6) months in advance of its termination.
3. For an untenured tenure-track or tenured bargaining unit faculty member who is under tenure consideration, tenured bargaining unit faculty member, or an Associate Professor of Practice/Instruction, or Professor of Practice/Instruction, at least twelve calendar (12) months, spanning at least two (2) academic semesters, not including summers.
4. ~~For a tenured bargaining unit member, at least eighteen (18) months, spanning at least three (3) academic semesters, not including summers.~~

Section 8.

- A. The University will endeavor to place released bargaining unit faculty, if qualified, in other available teaching positions within the University. No tenured bargaining unit faculty member will be dismissed solely on the basis of ~~discontinuance, reduction or consolidation~~ Section 1(A)(3) or (4) of a program or department without the University making documented good-faith efforts to relocate the bargaining unit faculty member within the University. In addition to the foregoing, the University will endeavor to find other areas of employment within the University community for tenured bargaining unit faculty that are scheduled for release under this retrenchment Article.
- B. Notwithstanding the foregoing, if there is a consolidation of programs or departments or colleges among any of the public institutions of higher education within Northeast Ohio, such that the University would lose an existing program or department or college, the University may, in lieu of its above obligations to bargaining unit faculty members in such program or department or college: (1) first (1<sup>st</sup>) place all such tenured bargaining unit faculty members in corresponding positions within that public institution of higher education for which they are qualified within the locus of tenure, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other tenured faculty of such salary and rank at that other institution); and (2) also place all, or if unable to do so, less than all ~~non-tenured~~ other bargaining unit faculty in

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corresponding positions within that public institution of higher education for which they are qualified within the locus of tenure appointment, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other non-tenured faculty of such salary and rank at that other institution). In the event any such released bargaining unit faculty member had obtained tenure at the time of release from the University, such placement with that other public higher education institution shall include placement with tenure.

Section 9. During a period of three (3) academic years following release of a bargaining unit faculty member under this Article, such bargaining unit faculty member shall be offered reinstatement to the same or similar position if reauthorized. Released bargaining unit faculty who have been offered reinstatement will have a period of sixty (60) days in which to accept or decline the offer of reinstatement. The released bargaining unit faculty member shall be able to complete the term of his or her current employment (up to one (1) year) before beginning the recalled position at the University. The University's offer to reinstate, if accepted, shall be at the same tenure level, appointment, type, rank, and salary, adjusted to incorporate any general, non-performance based salary increases that were granted since the time the bargaining unit faculty member was released. If the bargaining unit faculty member declines the offer of reinstatement, all reemployment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the three (3) academic years referenced above, the bargaining unit member's employment rights at the University shall be terminated.

Section 10. In the event that a part-time teaching position becomes available in the program of a released bargaining unit faculty member and if the bargaining unit faculty member has the appropriate qualifications for the position, the bargaining unit faculty member will receive first (1<sup>st</sup>) consideration for the position. Acceptance or declination of such a part-time teaching position does not affect in any way the rights of a released bargaining unit faculty member to reemployment under Sections 8 or 9 of this Article.

Section 11. A bargaining unit faculty member who accepts reappointment shall be credited with rank and shall be reappointed with tenure if tenured at the time of release or with the remaining years of a term appointment if applicable. A bargaining unit faculty member released due to financial exigency will receive from the University, to commence at the time of release, a one (1) year continuance of the University health insurance policy without charge. A terminated bargaining unit faculty member shall be eligible to continue coverage under the University's group rate benefit programs for health insurance benefits at his/her own expense as provided for under COBRA.

Section 12. The procedure for retrenchment set forth in this Article is designed to accommodate both the orderly change in the University and reductions that must accompany more abrupt changes in circumstances. The parties recognize that



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catastrophic circumstances, ~~such as *force majeure*~~, could develop which are beyond the control of the University and would render impossible or unfeasible the implementation of procedures set forth in this Article. Therefore, this Section 12 shall not be used to accomplish retrenchment as set forth in this Article. If such unforeseen, uncontrolled and catastrophic circumstances should occur, then the University agrees that, before taking any action that could be interpreted as bypassing the retrenchment procedures, representatives of the University will meet with representatives of the Akron-AAUP to discuss and show evidence of the circumstances described above and that this evidence will at least satisfy the requirements outlined in Section 3(A) of this Article and to discuss the proposed course of action. The University shall not take action under this section after such catastrophic circumstances have ceased to exist.



**ARTICLE 16**  
**COMPENSATION**

Section 1. Wages

A. 2020-2021 Academic Year

There shall be no general increase to base salaries for the 2020-2021 academic year.

B. 2021-2022 Academic Year - Temporary Salary Reductions

1. Effective July 1, 2021 through June 30, 2022, each bargaining unit member with a base salary greater than \$50,000 (except those described in Subsection B(2)) shall be subject to a temporary reduction in base salary based upon the following formula:

$$\text{(\% reduction = ((6.22 x 10}^{-7}\text{) x (2020-21 base salary) – 0.0015) x 0.655}$$

2. This temporary reduction shall not apply to a bargaining unit member who was: (a) not employed as a bargaining unit member during the 2020-21 academic year; or (b) laid off from employment during Fiscal Year 2021, pursuant to Article 15, Section 12 of this Agreement and reinstated at any time before June 30, 2022.

C. 2022-23 Academic Year – Contingent Lump Sum Payment

1. Effective July 1, 2022, faculty base salaries shall be determined without regard to any temporary salary reduction imposed pursuant to Section 1(B).
2. Each bargaining unit member employed as a member of the faculty as of July 1, 2022, who was a member of the bargaining unit as of the beginning of fall semester 2021, and whose performance review for the 2021 calendar year, including any immediately preceding period that was not included in the previous merit evaluation, is satisfactory or better as determined by the merit review criteria, shall receive a lump sum payment of \$1,000 if the condition in Subsection C(3) is met.
3. If the Census Headcount for Fall 2022 (defined as including all enrolled students at all University of Akron campuses except

College Credit Plus students)<sup>1</sup> is equal to or greater than 16,100, then the lump sum specified in Subsection (C)(2) shall be provided. If the Fall 2022 enrollment (as defined above) is less than 16,100, there shall be no lump sum payment for FY23.

D. 2023-24 Academic Year – Contingent Lump Sum Payment

1. Each bargaining unit member employed as a member of the faculty as of July 1, 2023, who was a member of the bargaining unit as of the beginning of fall semester 2022, and whose performance review for the 2022 calendar year is satisfactory or better as determined by the merit review criteria, shall receive a lump sum payment of \$1,500, if the condition in Subsection D(2) is met.
2. If the Census Headcount for Fall 2023 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students) is equal to or greater than 17,400, then the lump sum specified in Subsection (D)1 shall be provided. If the Fall 2023 enrollment (as defined above) is less than 17,400, there shall be no lump sum payment for FY24.

E. 2024-25 Academic Year – Contingent Lump Sum Payment

1. Each bargaining unit member employed as a member of the faculty as of July 1, 2024, who was a member of the bargaining unit as of the beginning of fall semester 2023, and whose performance review for the 2023 calendar year is satisfactory or better as determined by the merit review criteria, shall receive a lump sum payment of \$2,000, if the condition in Subsection E(2) is met.
2. If the Census Headcount for Fall 2024 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students) is equal to or greater than 18,700, then the lump sum specified in Subsection (E)1 shall be provided. If the Fall 2024 enrollment (as defined above) is less than 18,700, there shall be no lump sum payment for FY25.

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<sup>1</sup> College Credit Plus students are shown in the Census Headcount as “Total CCP & ECHS.” The Census Headcount for purposes of this Article 16, Section 1 shall be determined by Institutional Research in the same manner as the “Fall 2020 Census Enrollment By Academic Career – Census” report (attached as Exhibit A) and measured on the fifteenth day of the semester. The Census Headcount number used for Article 16, Section 1 shall include all graduate students, law students, and undergraduate students and shall exclude only College Credit Plus students. For example, for Fall 2020, the Census Headcount for purposes of Article 16, Section 1 would be 15,230 (17,829 minus 2,599).

F. 2025-26 Academic Year – Salary Increase

1. Each bargaining unit member employed as a member of the faculty as of July 1, 2025, who was a member of the bargaining unit as of the beginning of fall semester 2024, and whose performance review for the 2024 calendar year is satisfactory or better as determined by the merit review criteria, shall receive a 2.0% increase to base salary.
2. If the Census Headcount for Fall 2025 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students) for Fall 2025 is equal to or greater than 20,000, then a 2% increase to base salary, in addition to the increase specified in Subsection (F)1, shall be provided (resulting in a total 4% increase to base salary).
3. Any compensation increases granted under this section shall be retroactively applied to the bargaining unit member's base salary for the academic year for nine-month faculty and to July 1, 2025 for twelve-month faculty.

G. Comparable Increases

If administrators, staff, contract professionals, or non-bargaining unit faculty, as a group, receive an across-the-board raise, lump sum payment, or other economic benefit (including fringe benefits) that is greater than or more beneficial to employees than that provided to bargaining unit faculty under Section 1(A)-(F) or Article 17, the amount of the additional increase or value of the greater benefit shall be provided to bargaining unit faculty members.

Section 1. Wage Increases

A. 2014-2015 and 2015-2016 Academic Years

There are no general salary increases.

B. 2016-2017 Academic Year

Each bargaining unit member employed as a member of the faculty as of July 1, 2016, who also was a member of the bargaining unit as of the beginning of fall semester 2015, whose performance review for the 2015-2016 academic year is satisfactory or better as determined by the merit review criteria shall receive a 3.0% increase.

~~C. 2017-2018 Academic Year~~

~~Each bargaining unit member employed as a member of the faculty as of July 1, 2017, who also was a member of the bargaining unit as of the beginning of fall semester 2016, whose performance review for the 2016-2017 academic year is satisfactory or better as determined by the merit review criteria shall receive a 2.0% increase.~~

~~D. 2018-2019 Academic Year~~

~~Each bargaining unit member employed as a member of the faculty as of July 1, 2018, who also was a member of the bargaining unit as of the beginning of fall semester 2017, whose performance review for the 2017-2018 academic year is satisfactory or better as determined by the merit review criteria shall receive a 1.0% increase and be eligible for the following increase. An amount of 1.25% will be set aside for a merit increase based on merit evaluation for the academic year 2017-18. An amount of 0.75% will also be set aside for salary compression/market adjustments.~~

~~E. 2019-2020 Academic Year~~

~~Each bargaining unit member employed as a member of the faculty as of July 1, 2019, who also was a member of the bargaining unit as of the beginning of fall semester 2018, whose performance review for the 2018-2019 academic year is satisfactory or better as determined by the merit review criteria shall receive a 1.5% increase. An amount of 2.25% will be set aside for a merit increase based on merit evaluation for the academic year 2018-19. An amount of 0.25% will also be set aside for salary compression/market adjustments.~~

Section 2. Merit Increases

A. Departmental Merit Criteria

~~Unless already in place, each department shall formulate and adopt by majority vote of its bargaining unit faculty criteria for merit evaluations with specified weighting for the research, teaching, and service components. These criteria may subsequently be modified only by a majority vote of the department bargaining unit faculty. The department chair, dean, and the Provost must also approve these criteria.~~

Upon implementation of this current contract, merit increases will be based on the calendar year rather than the academic year, which has been the past practice. This shift in the merit cycle is intended to give more time for

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the submission and processing of merit raises with the ultimate goal of synchronizing them with payroll. Annual raises shall be based on Spring/Summer/Fall activities and on those of any immediately preceding period that was not included in the previous merit evaluation.

Units that, due to the reorganization of Summer 2020, now contain faculty who were previously subject to differing sets of merit guidelines shall develop and submit new merit guidelines by the end of week five (5) of the Spring 2021 semester. The department chair/director, dean, and the Provost shall review these new guidelines and provide feedback as appropriate by the end of week ten (10) of the Spring 2021 semester. The bargaining unit faculty shall resubmit the guidelines by the end of week fifteen (15) of the Spring 2021 semester. The goal is to have these new guidelines administratively approved to take effect in calendar year 2022.

Although not required, any unit may revise its merit guidelines based on a majority vote of the unit's bargaining unit faculty. These revised guidelines shall be developed and submitted to the chair/director by the end of week five (5) of the Spring semester. The department chair/director, dean, and the Provost shall review these new guidelines and provide feedback as appropriate by end of week ten (10) of the Spring semester. The bargaining unit faculty shall resubmit the guidelines by the end of week fifteen (15) of the Spring semester. The goal is to have these revised guidelines administratively approved to take effect by the next calendar year.

Annual merit raises may be based on up to a three (3) year rolling average if academic unit merit guidelines so indicate. In addition to any materials required by this Agreement, by department merit criteria, or by the department chair/director, bargaining unit faculty may include whatever material will provide evidence of successful teaching, scholarship or service.

### B. Merit Review

The department chair/director shall conduct an annual evaluation of every bargaining unit faculty member in accordance with the department's bargaining unit faculty member evaluation criteria established pursuant to Subsection (A).

1. In preparation for the chair/director's evaluation, all members of the bargaining unit will shall submit to the chair/director a report of their teaching, scholarship, and service during the preceding academic calendar year by the end of week three (3) of the Spring semester. ~~For the purposes of merit review only, the academic year is defined as beginning on the first (1<sup>st</sup>) day of the first summer session and~~

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~~concluding with the day prior to the first day of the following year's first summer session. Bargaining unit faculty hired to begin either summer or fall semester of the preceding academic year shall be eligible for raise pools as outlined in Sections 1, 2, and 3 of this article. Bargaining unit faculty hired to begin in the spring semester shall be eligible for only the across-the-board raise pool if he/she is reappointed for the coming year. A three (3) year rolling average may be the basis for the evaluation, if appropriate. In addition to any materials required by this Agreement, by department merit criteria, or by the department chair, bargaining unit faculty may include whatever material will provide evidence of successful teaching, scholarship or service.~~

2. For each area -- teaching, scholarship, and service -- the ~~c~~Chair/director will ~~shall~~ provide a written evaluation to the faculty member by the end of week eight (8) of the Spring semester and assign a ranking of "unsatisfactory," "satisfactory," "meritorious," "outstanding," or "extraordinary."
- ~~3. After conducting the evaluations, the department chair/director shall send to each member of the bargaining unit a copy of his or her evaluation before or simultaneously with submission to the dean.~~
43. Any member who disagrees with the chair/director's evaluation may send a written ~~response-rebuttal~~ to the chair/director by the end of week ten (10) of the Spring semester. The chair/director shall send each member of the bargaining unit a final copy of his or her evaluation, simultaneously with submission to the dean, by the end of week thirteen (13) of the Spring semester. This rebuttal shall be attached to the original evaluation and forwarded to the college dean for resolution. The dean shall provide a copy of his or her decision to the member and department chair. A bargaining unit faculty member may appeal to the dean any final merit evaluation with which they disagree by the end of week fifteen (15) of the Spring semester.
45. Merit evaluation shall not be grievable unless the bargaining unit faculty member has been rated less than meritorious and then only as to procedural error and/or inadequate consideration in the review process. ~~A bargaining unit faculty member may appeal a merit evaluation with which they disagree to the Provost.~~

Timeline for Merit Review:

<u>Date(s)</u>	<u>Action(s)</u>
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<u>By the End of Week 3 of the Spring Semester</u>	<u>All members of the bargaining unit shall submit to the chair/director a report of their teaching, scholarship, and service during the preceding calendar year.</u>
<u>By the End of Week 8 of the Spring Semester</u>	<u>For each area – teaching, scholarship, and service – the chair/director shall provide a written evaluation to the faculty member and assign a rating of “unsatisfactory,” “satisfactory,” “meritorious,” “outstanding” and “extraordinary.”</u>
<u>By the End of Week 10 of the Spring Semester</u>	<u>Bargaining unit faculty who disagree with the chair/director’s evaluation may send a written rebuttal to the chair/director.</u>
<u>By the End of Week 13 of the Spring Semester</u>	<u>The chair/director shall send to each member of the bargaining unit a final copy of his or her evaluation, simultaneously with submission to the dean.</u>
<u>By the End of Week 15 of the Spring Semester</u>	<u>Any bargaining unit faculty member may appeal to the dean any final merit evaluation with which they disagree.</u>

**C. Merit Raise Computation**

An overall score is calculated, rounded to the nearest 10<sup>th</sup>, based on the relative weights assigned to teaching, scholarship, and service as specified in the department bylaws. In this calculation, the following values are assigned in each area: "unsatisfactory" = 1, "satisfactory" = 2, "meritorious" = 3, "outstanding" = 4, and "extraordinary" = 5.

An aggregate overall score of less than two (2) points shall be considered unsatisfactory and shall disqualify the bargaining unit faculty member from participation in the merit pool. For example, if teaching is awarded forty percent (40%), research is awarded forty percent (40%), and service is awarded twenty percent (20%); the bargaining unit faculty member receives individual scores of two (2) for teaching, two (2) for research, and one (1) for service. The weighted scores would be 0.8 for teaching, 0.8 for research and 0.2 for service for an aggregate overall score of 1.8 which would disqualify the bargaining unit faculty member from participation in the merit pool.

The merit raise  $m_i$  for an individual bargaining unit faculty member will be determined as follows:

$$m_i = \left( \frac{p_i}{\sum_{j=1}^n p_j} \right) \times \frac{M}{2} + \left( \frac{p_i \times b_i}{\sum_{j=1}^n p_j \times b_j} \right) \times \frac{M}{2}$$

where

$M$  is the total merit pool for the Member’s department,  $M = \sum_{j=1}^n b_j \times r$



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$r$  is the percentage merit increase specified by the applicable contract section.

$n$  is the number of bargain unit faculty in the member's department.

$p_i$  is the member's 'overall score rounded to the nearest 10<sup>th</sup>' as specified in Subsection (C).

$b_i$  is the member's base salary.

$p_j$  and  $b_j$  are the overall score and base salary, respectively, for all the bargaining unit faculty in the member's department. Here  $j$  is equal to 1,2,3, and so forth, up to  $n$ .

The merit pool will be divided into two (2) equal parts – one (1) part will be used to decide the merit ignoring the salary of the bargaining unit faculty and the other part will include the salary of the bargaining unit faculty. The following example illustrates the formula above:

$n = 5$

Salaries of: \$40,000; \$30,000; \$30,000; \$40,000; \$60,000

Total salaries: \$ 200,000

1% raise pool = \$ 2,000

Merit raise divided into two pools of \$1000 each

Person	Points	Percentage of total points	Amount	Person	Salary x points	Percentage of total points indexed to salary	Amount	Total
1	2.5	14%	\$140	1	\$100K	14%	\$140	\$280
2	4	23%	\$230	2	\$120K	17%	\$170	\$400
3	3	17%	\$170	3	\$ 90K	13%	\$130	\$300
4	4.5	26%	\$260	4	\$180K	26%	\$260	\$520
5	3.5	20%	\$200	5	\$210K	30%	\$300	\$500
TOTAL	17.5		\$1000		\$700K		\$1000	\$2000

**Section 3. Market Adjustment**

Compression/market adjustments for bargaining unit members will be determined by appropriate benchmarking within disciplines. The process proceeds as follows:

- A. The goal is to work from data including at least discipline, rank, special title or designation, years of service, gender and salary, which shall be collected each year from mutually agreed upon benchmark lists ~~for Main Campus, Wayne College, and the College of Applied Science and Technology~~. The benchmark lists will be constructed by the joint Administration – Akron AAUP committee described below. The committee shall complete its work by May 1 of each year, and if not completed by that time then the status quo benchmark list regarding market adjustment shall be maintained.



- B. The market comparison categories shall be:
- a. Non-Tenure Track Faculty
  - b. Assistant Professor
  - c. Associate Professor
  - d. Professor without special title
  - e. Professor with special title--distinguished professor or endowed professor
- C. Half of the amount of compression/market adjustment for each bargaining unit faculty member in the categories listed in Sub-section B, *supra*, shall be

$$a_i = \left( \frac{d_i}{\sum_{j=1}^N d_j} \right) \times A/2$$

where

$A$  is the total market adjustment pool

$d_i$  is the deficit for the Member in question

$d_j$  is the deficit for each Member

$N$  is the total number of Members for the purposes of this section; hence the summation in the formula above is the total deficit for all Members affected by this section

The deficit for each member is computed as the difference between the years of service adjusted average for that members discipline and category for the “benchmarking” schools above and the member’s salary. The years of service adjusted average is computed as the product of the average for that members discipline and category for the “benchmarking” schools and the years of service factor,  $(1 + i)^{(n-M)}$ , where  $n$  is the member’s years in rank and for [2015-2016](#)[2020-2021](#),  $i = 0.02$ , and  $M = 12$  for Professors, and the service factor is 1.0 for non-tenure track faculty, assistant professors, and associate professors, *i.e.*,  $i$  equals 0.00 for this rank. Only positive deficit values are used in the calculations for this section. The parameters  $i$  and  $M$  may be adjusted by the joint Administration – Akron AAUP committee described below.

In the case of faculty on overload, their salary shall be corrected to reflect a regular academic year load.

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- D. Chairs/[directors](#) in consultation with at least 2 elected bargaining unit members of the department will determine the allocation of the other half based on the full history of documented performance of bargaining unit members at The University of Akron. Each allocation to the bargaining unit member shall be supported by written documentation of the basis and justification for the allocation based on a majority vote of the chair/[director](#) and elected bargaining unit members.
  
- E. A joint Administration – Akron AAUP committee with two members selected by the Provost and two members selected by the President of Akron-AAUP will: administer the technical details of the compression/market adjustments, devise a mutually acceptable way to carry out the calculations where strict application of this section is not possible due to limitations in the available data or other technical reasons, construct and amend the benchmark lists and adjust the years of service factor parameters based on a continuing review of the available data. This committee shall make decisions based on a simple majority vote and report its actions to the Provost and the President of Akron-AAUP respectively.

Section 4. Promotion Raises

A bargaining unit faculty member who is promoted in academic rank shall receive an increase to his or her annual base salary on the effective date of the promotion, as follows:

Promotion to associate professor of practice/instruction: the greater of ten percent (10%) or \$3,000.

Promotion to professor of practice/instruction: the greater of twelve percent (12%) or \$4,000.

Promotion to associate professor: the greater of ten percent (10%) or \$7,000.

Promotion to professor: the greater of twelve percent (12%) or \$10,000.

Section 5. Bonuses for Prestigious Awards

In the event a bargaining unit faculty member receives a national or international prestigious award as determined by the University, the bargaining unit member, as recommended by the President and approved by the Board, shall receive at least \$2,500 in the form of a lump sum payment to be paid within sixty (60) days after the date of receipt of the award.

Section 6. Adjustment to Salary Based on *Bona Fide* Offer, or other Special Cases.

The University of Akron has the right (but not the obligation) to make a positive salary adjustment for any bargaining unit faculty member who has been given a *bona fide* written offer of employment, in order to counter such offer and retain the bargaining unit faculty member to whom it has been made. The University shall inform the Akron-AAUP of any adjustment made pursuant to this section and shall provide the Akron-AAUP with a copy of the *bona fide* written offer within ten (10) working days of the bargaining unit member's acceptance of such adjustment. Adjustments made pursuant to this section shall not decrease the salary increases that might be available to other bargaining unit faculty as provided for in this Agreement, and shall be approved by the dean of the bargaining unit member's college and the Provost.

In special cases, the University reserves the right to adjust a member's salary beyond the negotiated levels to retain the member or for some other justifiable reason. Funds for such increases shall come from outside of those negotiated within this Agreement. When such an adjustment is deemed warranted by the ~~administration~~Provost, the Provost or his/her designee will consult with the Akron-AAUP President or his/her designee and then provide ~~a written justification for the proposed action in writing~~ if requested by the Akron-AAUP ~~for the proposed action~~. A corresponding response will be provided promptly by the Akron-AAUP President, or his/her designee. The Provost will consider this response before any action is taken.

#### Section 7. Compensation for Additional Teaching

- A. It is understood by both parties to this agreement that the administration shall assign twenty-four (24) load hours to each bargaining unit faculty member each academic year, and that this assignment shall include one or more of the following types of activities: teaching, research, service, administrative. Similar to NTT faculty, tenure-track bargaining unit faculty members shall receive on or before the start of each academic year a written description of their teaching, administrative, service and research responsibilities for that academic year.
- B. In situations when assigned courses have enrollments larger than the norm in the discipline, Deans are authorized to adjust workload consistent with Section 9 of this Article.
- C. Additional teaching assignments may be offered to any bargaining unit faculty member at the University's discretion, consistent with the availability of courses and the needs of the academic unit. These additional teaching assignments may be during the Fall or Spring semesters, any of the Summer sessions, and any of the intersessions. In such situations, the regular duties and compensation of the bargaining unit faculty member remain unchanged, and additional pay is provided for additional teaching duties. Bargaining unit faculty may decline these additional assignments with no negative ramifications.

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D. Additional compensation shall not be provided for loads beyond twelve (12) load hours in a single semester that do not result in an academic year load above twenty- four (24) load hours provided said semester-semester imbalance does not exceed three (3) load hours.

E. For the duration of this contract, additional teaching pay per credit hour shall be:

<u>Rank</u>	<u>Summer 2021- Spring 2022</u>	<u>Summer 2022- Spring 2023</u>	<u>Summer 2023- Summer 2026</u>
<u>Asst. Prof. Practice/ Instruction</u>	<u>\$1525</u>	<u>\$1700</u>	<u>\$1800</u>
<u>Asst. Prof. (tenure track)</u>	<u>\$1800</u>	<u>\$1800</u>	<u>\$1800</u>
<u>Assoc. Prof. of Practice/Instruction</u>	<u>\$1650</u>	<u>\$1850</u>	<u>\$2050</u>
<u>Assoc. Prof. (tenure track)</u>	<u>\$2050</u>	<u>\$2050</u>	<u>\$2050</u>
<u>Prof. of Practice/ Instruction</u>	<u>\$1800</u>	<u>\$2150</u>	<u>\$2350</u>
<u>Prof. (tenure track)</u>	<u>\$2700</u>	<u>\$2550</u>	<u>\$2350</u>

F. The per credit hour rates in Section E apply to regularly scheduled classroom or field classes that meet minimum enrollment numbers of ten (10) for graduate courses and twelve (12) for undergraduate courses, except where mandatory external standards require specific, quantifiable maximum class sizes that are smaller than the class sizes indicated above, in which cases the minimum enrollment number shall follow those standards. In the event it is determined by the University to allow a course to run without meeting the minimum enrollment threshold, including summer independent studies, the bargaining unit faculty member shall be compensated on a *pro rata* basis. The faculty member's compensation for the course shall be based upon the number of students as of the day after the drop deadline. After this day, a one-time lump sum payment shall be processed.

G. Each Dean shall develop a written policy for distribution of additional teaching load before any additional load is assigned.

H. This section does not preclude summer compensation from grants, endowments, contracts, or for other non-teaching activities.

Section 7. Overload Compensation

A. General.

Overload may be offered to any bargaining unit faculty member at the University's discretion, consistent with the availability of courses and the needs of the academic unit. Overload is intended to be used when a temporary need arises for additional teaching by a bargaining unit faculty member (in contrast to the thirty (30) hour contracts described below). In overload situations, the regular duties and compensation of the bargaining unit faculty member remain unchanged, and overload pay is provided for additional teaching duties. Overload of more than six (6) load hours per academic year will not be approved. Overload shall be compensated at one twenty fourth (1/24) of the academic year salary for each credit or fraction thereof.

This section shall not apply to loads beyond twelve (12) load hours in a single semester that do not result in an academic year load above twenty-four (24) load hours provided said semester-semester imbalance does not exceed three (3) load hours.

B. C.A.S.T and Wayne College.

Bargaining unit faculty whose principal appointment is in the College of Applied Science and Technology or Wayne College shall have the option to elect a thirty (30) credit contract, if offered by the University, consistent with the needs of the academic unit. If elected, the additional six (6) credits of teaching load shall be compensated as follows:

<b>Rank</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
<del>NTTF Assistant Professor of Practice / Instruction</del>	\$955	\$985	\$1015	\$1045
<del>NTTF Associate Professor of Practice / Instruction</del>	\$985	\$1015	\$1045	\$1075
<del>NTTF Professor of Practice / Instruction</del>	\$1010	\$1045	\$1075	\$1105
<b>Assistant Professor</b>	\$1035	\$1070	\$1105	\$1140
<b>Associate Professor</b>	\$1200	\$1240	\$1280	\$1320
<b>Professor</b>	\$1420	\$1470	\$1520	\$1570

Section 8. Summer Compensation

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Bargaining unit faculty shall be compensated for summer teaching on a course-by-course basis (not including master's thesis supervision, doctoral dissertation supervision, and the like) at the per semester credit hour rate set out below:

Rank	Summer 2016	Summer 2017	Summer 2018	Summer 2019
<del>NTTF Assistant Professor of Practice / Instruction</del>	<del>\$1,250</del>	<del>\$1,300</del>	<del>\$1,325</del>	<del>\$1,375</del>
<del>NTTF Associate Professor of Practice / Instruction</del>	<del>\$1,375</del>	<del>\$1,425</del>	<del>\$1,450</del>	<del>\$1,500</del>
<del>NTTF Professor of Practice / Instruction</del>	<del>\$1,500</del>	<del>\$1,550</del>	<del>\$1,600</del>	<del>\$1,650</del>
<del>Assistant Professor</del>	<del>\$1,625</del>	<del>\$1,675</del>	<del>\$1,725</del>	<del>\$1,775</del>
<del>Associate Professor</del>	<del>\$1,875</del>	<del>\$1,925</del>	<del>\$1,975</del>	<del>\$2,050</del>
<del>Professor</del>	<del>\$2,625</del>	<del>\$2,700</del>	<del>\$2,775</del>	<del>\$2,850</del>

~~These per credit hour rates apply to regularly scheduled classroom or field classes that meet minimum enrollment numbers of ten (10) for graduate courses and twelve (12) for undergraduate courses. In the event it is determined by the University to allow such a course, including summer independent studies, to be taught with fewer than the minimum number of students, the bargaining unit faculty member shall be compensated on a *pro rata* basis.~~

~~This section does not preclude summer compensation from grants, endowed chairs, contracts, or other non-teaching activities.~~

**Section 98. Load credit not always equal to course credit**

Assigned load hours may differ from course credit hours as determined by the University.

**Section 10. Distance Education and Distributed Learning Compensation**

**A. Compensation for Developing Distance Education/Distributed Learning Courses**

- 1. Compensation:** Bargaining unit faculty who initially develop or extensively revise a course as defined in Section 1 of Article 20 shall receive compensation to be consistent with the University policy and to be agreed upon in advance among the bargaining unit member, department chair (or equivalent) and the dean. Such compensation may be appropriate course load reduction or cash payment, or as the above parties may otherwise agree in writing.

~~2. Collaboration: In the event of collaboration in the development or extensive revision of a course as defined in Section 1 of this Subsection (A) among two (2) or more bargaining unit faculty, an appropriate distribution of the compensation option(s) indicated above is to be determined and agreed to in writing prior to the undertaking of the development/revision activity.~~

~~B. Compensation for Teaching Distance Education/Distributed Learning Courses~~

~~1. Compensation for the initial semester of teaching distance education or distributed learning courses as defined in Section 1 of Article 20 shall be four (4) load hours for a three (3) credit hour course. Courses of fewer or more credit hours will be compensated proportionately. These courses shall be part of the bargaining unit member's workload and shall be included in the bargaining unit member's workload statement.~~

Section 119. Incentive Retirement Benefits.

In special cases, the University may grant retirement incentive benefits at any time outside the scope of the Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the Department Chair/School Director, the Dean, and the Provost. When such an arrangement is deemed warranted by the administration, the Provost or his/her designee will consult with the Akron-AAUP President or his/her designee and provide justification in writing if requested by the Akron-AAUP for the proposed action. A corresponding response will be provided promptly by the Akron-AAUP President or his/her designee. The Provost will consider this response before any action is taken.

Section 1210. Distinguished Professor.

A bargaining unit faculty member who is awarded the title of Distinguished Professor shall receive a minimum compensatory award equal to the greater of of \$11,000 or 14% of the bargaining unit's member salary, whichever is greater and it shall be added to the base salary of the recipient.

**ARTICLE 17**  
**BENEFITS**

Section 1. Insurance Benefits

~~A. Coverage~~

~~From the effective date of this Agreement through December 31, 2016, the University will provide bargaining unit faculty with substantially equivalent substantive insurance benefits consisting of the group medical, pharmacy, dental, vision, life, employee assistance, and long and short-term disability plans, as have been provided to bargaining unit members pursuant to the 2013-2015 collective bargaining agreement, subject to the same terms and conditions, and subject to the provisions of this Article. Employee monthly contributions toward premiums, co-payments and deductibles shall be as provided in this collective bargaining agreement. A description of these insurance benefits is set forth in the summary description attached to this Agreement (Attachment #1). The actual plan document is written in much more technical and precise language. If the non-technical language of the attached summary plan description and the technical language of the plan document conflict, the language of the plan document shall govern. To the extent either party seeks changes which are substantially equivalent substantively or seeks to change vendors, the parties shall negotiate these changes prior to implementation.~~

~~B. From January 1, 2017 through December 31, 2020, the University will provide bargaining unit faculty with medical and pharmacy benefit plans as set forth in Attachment # 2. The other benefits provided to bargaining unit faculty (dental, vision, life, employee assistance and long and short-term disability) will remain the same as described in Attachment #1. With respect to the summary description set out in Attachment No. 2, the actual Plan document is written in much more technical and precise language. If the non-technical language of the Summary Plan Description in Attachment No. 2 and the technical language of the Plan document conflict, the language of the Plan document shall govern. To the extent either party seeks changes which are substantially equivalent substantively or seeks to change vendors, the parties shall negotiate these changes prior to implementation.~~

~~C. Employee Contributions for 2016~~

~~Through December 31, 2016, bargaining unit faculty will offset the cost of insurance benefits set out in paragraph A and through payroll deduction in the following amounts:~~

~~**2016 Annual Employee Contribution for Medical Insurance**~~

<del>PPD-90% Gold-Plan</del>							
<del>Percent of University Employees Per-Tier</del>	<del>7.5%</del>	<del>10%</del>	<del>20%</del>	<del>25%</del>	<del>20%</del>	<del>10%</del>	<del>7.5%</del>



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Percent of Premium	12%	13%	14%	15%	16%	17%	18%
Salary Range	Less than \$30,000	\$30,000.01 – \$35,000	\$35,000.01 – \$45,000	\$45,000.01 – \$64,000	\$64,000.01 – \$88,000	\$88,000.01 – \$123,000	\$123,000.01 +
<b>2016 Premium Contributions</b>							
Employee Only	\$936	\$1020	\$1104	\$1152	\$1260	\$1332	\$1416
Employee + Spouse	\$1884	\$2040	\$2196	\$2352	\$2508	\$2664	\$2820
Employee + Children	\$1788	\$1932	\$2088	\$2232	\$2388	\$2532	\$2688
Employee + Spouse + Children	\$2736	\$2952	\$3180	\$3408	\$3636	\$3864	\$4092
Adult Child(ren) (Age 26 & 27)	Additional \$3,144						

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PPO-80% Blue-Plan	
5% of Premium for all Salaries	
Employee Only	\$372
Employee + Spouse	\$732
Employee + Children	\$696
Employee + Spouse + Children	\$1068
Adult Child(ren) (Age 26 & 27)	Additional \$2,952

A. Coverage

From January 1, 2021 through December 31, 2026, the University will provide bargaining unit faculty with medical and pharmacy benefit plans as set forth in Attachment #1. The other benefits provided to bargaining unit faculty (dental, vision, life, employee assistance and long- and short-term disability) will remain the same as described in Attachment #1. With respect to the summary description set out in Attachment #1, the actual Plan document is written in much more technical and precise language. If the non-technical language of the description in Attachment #1 and the technical language of the Plan document conflict, the language of the Plan document shall govern. To the extent either party seeks changes which are substantially equivalent substantively or seeks to change vendors, the parties shall negotiate these changes prior to implementation.

B. Health and Dental Employee Contributions for 2021 through 2026

From January 1, 2021 through December 31, 2026, the employee contribution percentages for the Gold Plan (PPO 85%) will be as follows:

	<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>	<u>Tier 6</u>	<u>Tier 7</u>
<u>Percent of Univ. Employees in Tier</u>	<u>7.5%</u>	<u>10%</u>	<u>20%</u>	<u>25%</u>	<u>20%</u>	<u>10%</u>	<u>7.5%</u>
<u>Percent of Premium</u>	<u>15%</u>	<u>17%</u>	<u>18%</u>	<u>19%</u>	<u>20%</u>	<u>21%</u>	<u>23%</u>

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The percentage of University employees in each tier will remain the same throughout the term of this Agreement, but the salary ranges corresponding to each tier will change each calendar year in reference to the salaries as of September 1 of the previous calendar year, e.g., the tiers for 2022 will be based on salaries in effect on September 1, 2021. The actual employee contribution amounts will change each calendar year based on the premium equivalency rates established.

From January 1, 2021 through December 31, 2026, the employee contribution percentage for coverage under the Blue Plan (PPO 75%) will be changed so that the University's portion of the premium equivalency rate is equal for the Gold and Blue Plans.

Employees will contribute 15% of the premium for their selected tier of dental coverage.

D. Health and Dental Employee Contributions for 2017 through 2020

From January 1, 2017 through December 31, 2020, the employee contribution percentages for the Gold Plan (PPO 85%) will be as follows:

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>	<b>Tier 5</b>	<b>Tier 6</b>	<b>Tier 7</b>
<b>1/1/17</b>	<b>12%</b>	<b>14%</b>	<b>15%</b>	<b>16%</b>	<b>17%</b>	<b>18%</b>	<b>20%</b>
<b>1/1/18</b>	<b>13%</b>	<b>15%</b>	<b>16%</b>	<b>17%</b>	<b>18%</b>	<b>19%</b>	<b>21%</b>
<b>1/1/19</b>	<b>14%</b>	<b>16%</b>	<b>17%</b>	<b>18%</b>	<b>19%</b>	<b>20%</b>	<b>22%</b>
<b>1/1/20</b>	<b>15%</b>	<b>17%</b>	<b>18%</b>	<b>19%</b>	<b>20%</b>	<b>21%</b>	<b>23%</b>

The percentage of University employees in each tier will remain the same as in 2016, but the salary ranges corresponding to each tier will change each calendar year in reference to the salaries as of September 1 of the previous calendar year, e.g., the tiers for 2017 will be based on salaries in effect on September 1, 2016. The actual employee contribution amounts will change each calendar year based on the premium equivalency rates established.

From January 1, 2017 through December 31, 2020, the employee contribution percentage for coverage under the Blue Plan (PPO 75%) will be changed so that the University's portion of the premium equivalency rate is equal for the Gold and Blue Plans.

Beginning January 1, 2017, employees will contribute 15% of the premium for their selected tier of dental coverage.

E. Retiree Spouse and Dependent Healthcare Coverage

~~Through December 31, 2020, for all bargaining unit faculty members who were hired prior to January 1, 1992 and who retire from the University and begin to collect their state public pension and who have at least ten (10) consecutive full-time service years at the University immediately prior to retirement, their spouses and dependents eligible for insurance when the retiree's health insurance coverage was terminated by the University shall receive medical and prescription drug benefits (Gold Plan only) which are substantially equivalent substantively to such benefits received by the spouses and dependents of active bargaining unit faculty. The contribution to monthly premium will be the same as the average contribution percentage for active employees participating in the Gold Plan (15% in 2016, 16% in 2017, 17% in 2018, 18% in 2019, and 19% in 2020). However, bargaining unit faculty who were hired after September 13, 1977, and retire after December 31, 2010 will receive no life insurance benefits.~~

CF. Initiation of Benefits Coverage

Newly hired bargaining unit faculty members and their eligible spouse and/or eligible dependents, as applicable, shall be entitled to the benefits provided in this section beginning the first day of the month following their date of hire.

DG. Spousal Eligibility

Spouses with access to subsidized health coverage through their own place of employment, where the employer contributes at least 50% or more of the cost, are restricted to secondary University coverage allowance at full employee cost for the same.

EH. Section 125 Plan – Flexible Spending Accounts

The University shall maintain substantially equivalent substantive Section 125 Plans for the duration of this Agreement, including flexible spending accounts (“FSAs”) for unreimbursed, out-of-pocket medical expenses (“Health FSA”) and work-related dependent care expenses (including day care and elder care) (“Dependent Care FSA”). The annual maximum contribution to an employee’s Flexible Spending Accounts ~~for 2016~~ shall be \$5,000 for Dependent Care FSAs and \$2,500 for Health FSAs, provided, however, that the maximum amount shall continue to be consistent with federal law. ~~Beginning with the 2017 plan year and for the duration of this Agreement, the maximum amount shall be the maximum allowed under federal law.~~

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### 1. Deadline to Use Dependent Care FSA Funds and Submit Dependent Care FSA Claims

For all plan years, Dependent Care FSAs funds for a plan year must be used by March 15<sup>th</sup> of the following year. Dependent Care FSAs have a run-out period of 90 days. This means that claims incurred before the plan year ends can be submitted until March 31<sup>st</sup> of the following year (March 30<sup>th</sup> in leap years).

### 2. Deadline to Use Health FSA Funds and Submit Health FSA Claims.

~~For the 2016 plan year, unused Health FSA funds as of December 31, 2016 may be used through March 15, 2017. These claims must be submitted by the end of the run-out period on March 31<sup>st</sup> (March 30<sup>th</sup> in leap years).~~

~~Starting with the plan year beginning 1/1/2018, Health FSA funds must be used for expenses incurred within the calendar year, except that Health FSAs will allow for the carryover of \$500 unused funds remaining at the end of the prior 2017 plan year. Claims must be submitted by March 31<sup>st</sup> (March 30<sup>th</sup> in leap years) for expenses incurred in the calendar year. Pursuant to this change, participants in Health FSAs will no longer have a 75-day grace period to utilize unused funds after the plan year ends. In other words, Health FSA funds deposited during the 2017 calendar year must be used by December 31, 2017, except that funds up to \$500 may be carried over into the 2018 plan year. This change applies to only Health FSAs and does not apply to Dependent Care FSAs.~~

## Section 2. Leaves of Absence

### A. Sick Leave

#### 1. General policy

- a. The University shall provide paid sick leave to all bargaining unit faculty, as outlined below.
- b. Paid sick leave is defined as the authorized absence from duties for the following reasons:
  - (i) Personal illness, pregnancy, or injury (if the illness or injury is for more than five (5) days, Talent Development & Human Resources may require a physician's certificate).

- (ii) Exposure to contagious disease which could be communicated to other members of the University community.
- (iii) Illness or injury in the individual's immediate family (as defined below).
- (iv) Death (to a maximum of five (5) days) in the individual's immediate family (as defined below).
- (v) Medical, psychological, dental, or optical examination or treatment of the employee or a member of his or her immediate family (as defined below).

c. Definitions.

- (i) Immediate Family: The employee's immediate family is limited to the employee's current spouse, parents, children, dependent children, grandparents, siblings, grandchildren, current brother-in-law, current sister-in-law, current daughter-in-law, current son-in-law, current mother-in-law, current father-in-law, step-parents, step-children, step-siblings or a legal guardian or other person who under Ohio law is legally recognized to stand in the place of the parent.
- (ii) Pay Status: Active pay status means the conditions under which an employee is eligible to receive pay, and includes, but is not limited to, vacation leave, sick leave, leave with pay, bereavement leave, court leave, professional development leave and administrative leave. No pay status means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

2. Accrual of sick leave credit

- a. Sick leave is accrued at the rate of ten (10) hours per month for all twelve (12) months of the year, or as otherwise provided by law.

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- b. Only accrued sick leave hours can be requested for authorized paid absences.
- c. There is no accumulation of sick leave benefits while on leave of absence without compensation.
- d. Sick leave accrual shall accumulate without limit, from the date of hire.

3. Procedure governing utilization of sick leave

- a. Sick leave must be requested as far in advance when possible. If advance notice is not possible, then it must be requested by the employee or employee's legal representative by notifying the department head as soon as is practicable, presumably on or before the first day of absence, unless extenuating circumstance exist.
- b. The University reserves the right to require a physician's certification or other verification in all instances of paid sick leave, and also reserves the right to obtain a second certification from a physician of the University's choice, and at the University's expense. When such certification or verification is required, it shall be collected by Talent Development & Human Resources for audit and retention.
- c. For 12-month bargaining unit faculty, a continuous period of sick leave commences with the first (1<sup>st</sup>) day, or part of a day, of an absence and includes all subsequent days, or part of a day, except Saturdays, Sundays, and holidays observed by the University, until the employee returns to work. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.
- d. For academic year (9-month) bargaining unit faculty, a continuous period of sick leave commences with the first (1<sup>st</sup>) day of an absence and includes all days classes are in session during the academic year or summer session except Saturdays, Sundays, and holidays observed by the University. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those

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employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.

- e. Bargaining unit faculty shall comply with the sick leave reporting system by Talent Development & Human Resources.
- f. In all cases of leave for illness or injury, the University may require written certification by a physician attesting to an employee's fitness to return to work, and reserves the right to obtain a second (2<sup>nd</sup>) certification from a physician of the University's choice and at the University's expense.
- g. Paid sick leave will be charged when used.
- h. When sick leave is used, it will be deducted from the employee's accumulated total, one (1) hour for each hour thereof of absence.

4. Transfer of sick leave

A bargaining unit faculty member who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one state department to another shall, upon reentering and submitting certified evidence of accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years. The words "public agency," as used above, include the state, counties, municipalities, and all boards of education within the state of Ohio. The amount of sick leave transferred to state service shall not be greater than the maximum accumulation which would have been allowed if all public employment had been in the state service.

5. Payment of sick leave upon retirement

- a. Upon retiring from active service with the University after ten (10) or more years of service with the State or any of its political subdivisions, a bargaining unit faculty member may elect to be paid for one-fourth ( $\frac{1}{4}$ ) of the accrued but unused sick leave credit up to a maximum of one-fourth ( $\frac{1}{4}$ ) of one hundred twenty (120) days. This payment will be based upon the bargaining unit faculty member's rate of pay at the time of



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retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.

- b. Such payment will be made upon retirement in a lump sum in one (1) paycheck at the end of the month following the month in which the retirement is effective.
6. Any unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including dismissal. Subject to the Family and Medical Leave Act (FMLA), monthly or annual absences greater than the number of hours or days accrued may be considered excessive, except in instances due to extended illness or injury.
7. Vacation leave may not be converted to sick leave unless the employee or a member of the employee's immediate family is admitted to or treated in a hospital or is under the treatment of a licensed physician and is not released to work. Written verification is required. Only those hours/days medically certified may be converted to sick leave.
8. Sick leave shall not be paid upon the death of an active employee.

**B. Vacation**

1. Academic Year Bargaining Unit Faculty

Bargaining unit faculty on an academic year (9-month) appointment shall not be eligible for vacation. Such members shall be eligible for all academic recesses, breaks, and holidays as scheduled during the academic year.

2. 12-month Bargaining Unit Faculty

Bargaining unit faculty on a full time 12-month appointment (effective July 1) have twenty-two (22) working days (176 hours) of vacation as arranged with their dean or administrative supervisor.

Vacation is accrued at the rate of 1.833 days (14.67 hours) for each calendar month of active pay status, excluding leaves without compensation. Vacation days shall include Monday through Friday, exclusive of holidays.

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Bargaining unit faculty are expected to use their accrued vacation annually. Any accrued and unused vacation leave credit for prior years, up to a maximum of forty-four (44) days (352 hours), may be carried forward to the following year. Any accrued and unused vacation in excess of forty-four (44) days (352 hours) shall be forfeited on June 30 of each year.

To minimize interruption of services, all vacation leave must be approved by the appropriate dean or administrative department director. The use of vacation leave may be authorized in advance of accrual upon approval of the appropriate dean or administrative department director, and with final approval of the President or appropriate vice president. Upon separation from service, the bargaining unit member's final pay check shall be reduced by the amount of used, but not accrued, vacation leave.

If a bargaining unit member's employment basis is changed from 12-month to 9-month, any accrued but unused vacation time shall be paid to the bargaining unit faculty member in a lump sum based on the 12-month rate of compensation on the effective date of the change up to a maximum of twenty-two (22) days.

Upon separation of service, payment for accrued and unused vacation leave shall be made to the bargaining unit faculty member in a lump sum based on the rate of compensation at separation for any accrued but unused vacation leave up to a maximum of twenty-two (22) days.

For purposes of calculating the lump-sum payment upon (1) 12-month to 9-month employment status change or (2) separation, twenty-two (22) working days shall be equal to one twelfth ( $\frac{1}{12}$ ) of the annual salary of the bargaining unit member.

If a bargaining unit faculty member dies during active pay status, the accrued and unused vacation leave for the current year, plus any accrued and unused vacation leave shall be paid in accordance with the Ohio Revised Code §2113.04 up to a maximum of twenty-two (22) days.

### C. Family and Medical Leave

The Family and Medical Leave Act of 1993 ("FMLA") entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the

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employee had not taken leave. In order to be eligible, bargaining unit faculty must have been employed by the University for at least twelve (12) months (this twelve month period need not be consecutive), and worked at least 1,250 hours (0.6 FTE) over the twelve (12) month period preceding the leave. Eligible employees under current law are entitled to:

1. Twelve workweeks of leave in a 12-month period for:
  - a. the birth of a child and to care for the newborn child within one year of birth;
  - b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - c. to care for the employee's spouse, child, or parent who has a serious health condition;
  - d. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
2. Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

The University is a covered employer under the FMLA and will provide unpaid leave to qualifying employees to the extent of and pursuant to FMLA and the Federal Regulations promulgated thereunder. Employees are directed to the Department of Labor, Wage and Hour Division website, currently found at <http://www.dol.gov/whd/fmla/>, to determine eligibility for FMLA leave as well as for an explanation of the rights and responsibilities of both employees and employers under the FMLA including notice requirements, certification by a health care provider and other important information. Additional information about the FMLA is found in Attachment #3 to this Agreement. For further questions or information about the FMLA, please contact the Talent Development & Human Resources Department.

Application for FMLA Leave is made to Talent Development & Human Resources which will make the determinations regarding approval.

A "rolling" twelve (12) -month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the eligibility to use FMLA leave in the proceeding (12) –month period.

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Paid vacation leave (with supervisor approval) or sick leave may, at the employee's option, be substituted for unpaid leave.

Group health benefits will be continued for the duration of a FMLA leave, provided however, that the employee continues to timely pay his or her contribution to premium.

When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the bargaining unit member must make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operation and the University may temporarily transfer the member to an alternative position for which the member is qualified, if it better accommodates these recurring periods of leave.

Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to bargaining unit members beyond those provided by the provisions of the FMLA, the Regulations or applicable law of the state of Ohio, except in the situation addressed in the paragraph below.

In the event that a bargaining unit faculty member has been on family and medical leave and the University obtained a replacement, and if, when the family and medical leave concludes, there are fewer than thirty (30) calendar days remaining in the semester, the bargaining unit faculty member may take an unpaid leave for the remainder of that semester. In that case, all benefits shall continue, provided that the individual continues to timely pay the employee contribution(s). For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA in effect at that time shall be followed when necessary to ensure compliance with the law.

### D. Court Leave

1. Except as otherwise provided by law, employees will be granted leave with pay if:
  - a. Summoned for jury duty by a court of competent jurisdiction;
  - b. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by the law to compel the attendance of witnesses, where the employee is not a party to the action; or
  - c. Participating in any action, as an appellant or subpoenaed witness, before the State Personnel Board of Review (SPBR) and is in active pay status at the time of scheduled hearing before the SPBR.

When utilizing court leave, a copy of the summons or subpoena must be forwarded to Talent Development & Human Resources for retention in the employee's personnel file.

2. An employee who is appearing before a court or other legally constituted body in a matter in which the employee is a party, such as but not limited to a plaintiff or defendant, may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce or custody proceedings, or appearing as directed as a parent or guardian of a juvenile.
3. Proof of appearance will be required.
4. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, and for which the employee was paid by the University, shall be remitted by the University employee to the payroll office.

**E. Disability Leave**

A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the bargaining unit faculty member has exhausted all accrued sick leave. The bargaining unit faculty member must exhaust all paid leave before going on unpaid disability leave. A bargaining unit faculty member whose absence due to illness or injury exceeds all paid leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six (6) months for a total of one (1) year. During the period of disability leave, the University will not pay salary or wages nor contribute toward retirement benefits nor provide for the accumulation of sick leave or vacation leave, but will provide all other employment benefits that the employee elects during an enrollment period, or subsequent qualifying event, subject to the applicable employee's timely contributions in providing the same.

A bargaining unit faculty member shall receive and otherwise participate in all employment benefits except retirement while on unpaid disability leave. Upon return from disability leave, the bargaining unit faculty member will be reinstated to his or her position or a comparable position (with the same tenure status and rank) with equivalent pay and benefits, including any increases of salary not related to merit and comprehensive changes in benefits.

F. Military Leave

The University will comply with all current state and federal laws regarding bargaining unit faculty who either enlist or are drafted into the uniformed or Armed Forces of the United States. Certain of those provisions, include 38 U.S.C. Chapter 43, O.R.C. §§ 5903.01-5903.02, 5923.05 and O.A.C. 123:1-34-01-05, and provide in part as follows.

1. A bargaining unit faculty member who performs reserve duty is entitled to leave of absence from the member's positions without loss of pay for the time the member is performing service in the uniformed services, for periods of up to one (1) month, and thereafter if called to active duty will be paid each month an amount that equals the difference between the member's gross monthly wage or salary as a University employee and the sum of the member's gross uniformed pay and allowances received for that service.
2. A bargaining unit faculty member who is called to active duty or active duty training in the uniformed or Armed Services shall have the right to continue all or part of existing health and dental insurance benefits (including dependent coverage) on the same terms as if the bargaining unit faculty member were working fulltime in the bargaining unit. In addition, such activation shall be considered a "qualifying event" for purposes of being able to modify benefits coverage.

~~G. Adoptive and Foster Parent Leave~~

~~Upon the adoption of a child or arrival of a foster child, a bargaining unit faculty member who is on active pay status is entitled to twenty (20) working days of paid leave which will not be taken from sick days, but which will run concurrently with any available FMLA leave.~~

~~Gf. Parental ternity Leave~~

~~Parental leave is available to all bargaining unit faculty members who become parents or legal guardians as the result of the birth of a child or the placement of a child for adoption or foster care ("Parental Leave Event"). Parental leave is a contractual benefit separate from and complementary to FMLA leave and sick leave.~~

~~A bargaining unit faculty member who is experiences a Parental Leave Event on active pay status upon either her own delivery or a pregnant spouse's delivery is granted, within one hundred and eighty (180) days of the delivery, twenty (20) working days of paid paternity parental leave which~~

will not be taken from sick days, but which will run concurrently with any available FMLA leave. Parental leave may be used at any time, so long as it is used within 180 days of the Parental Leave Event.

Application for parental leave shall be made to Human Resources as far in advance as practicable. The only certification that may be required is the occurrence of a Parental Leave Event within the applicable time period.

H. BirthingMaternity Leave

Upon delivery, a pregnant bargaining unit faculty member who is on active pay status shall, in the ordinary course of recovering from either a vaginal birth without complication, be entitled to use up to six (6) weeks of paid sick leave, or if a vaginal birth with complication as verified by a physician or cesarean birth, be entitled to use up to eight (8) weeks of paid sick leave, as long as the employee has accrued the requisite amount of sick leave, and if less, then shall be entitled to use such lesser amount. In any event, the use of such sick leave shall be at the employee's option to use however much sick time as the employee deems appropriate. If, upon delivery of the child, the employee is not in pay status, but becomes in pay status within six (6) weeks, in the case of a vaginal birth without complication, or eight (8) weeks, in the case of a vaginal birth with complication as verified by a physician or cesarean birth, the employee shall be entitled to use accrued paid sick leave upon being in pay status for the remainder of the six (6) or eight (8) week period, as applicable. ~~In any event, after using (or not using) such sick leave, the employee is granted twenty (20) working days of paid Maternity Leave not taken from sick days.~~ In addition to the paid birthingmaternity leave, such bargaining unit faculty member who thereafter is physically unable to perform her duties may elect paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability.

In addition, the employee is entitled to FMLA leave if a pre- or post- delivery bargaining unit faculty member wishes to be absent from work for a period of time longer than the period of actual physical disability (see Family and Medical Leave subsection C, above).

Use of BirthingMaternity Leave shall run concurrently with any available FMLA leave.

I. Responsibility of the University to find replacement.

When a bargaining unit faculty member is to be out on leave such that a replacement is needed, it shall be the responsibility of the University to find and make arrangements for the replacement.

J. Special or Emergency Leave

The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement. Such leaves may be requested by a bargaining unit faculty member and granted if supported by the department or unit head, dean, and Provost and approved by the Board. The terms and conditions of such leaves shall be mutually approved by the bargaining unit faculty member and the University.

Section 3. Child Day Care

Bargaining unit faculty covered by this agreement may be provided Full-Day Pre-School, Toddler Full-Day and/or Hourly/Flextime Pre-School services at the University's Center for Child Development as long as the University maintains the program, and at tuition rates equal to the University's cost for the same. This benefit can be provided only as space is available and on a first come basis.

Bargaining unit faculty utilizing the Center's services shall be responsible for all other fees as incurred.

Section 4. Retirement Plans

- A. State Teachers Retirement System of Ohio. All bargaining unit members covered by this Agreement shall have the option based on their date of hire and eligibility as determined by State Teacher's Retirement System (STRS) to participate in one of STRS's plans – currently a defined benefit plan, a defined contribution plan or a combination plan. Employee and employer rates of contribution to the plan are set by the STRS Board.
- B. Alternative Retirement Plan (ARP). The University shall continue to offer the Alternative Retirement Plan (ARP) implemented March 1, 1999, to bargaining unit members who are eligible under state law to participate in such a plan. The terms of this defined contribution plan are currently spelled out in a plan document approved by the Ohio Attorney General.
- C. Tax-Sheltered Annuities - Section 403 (b). Bargaining unit members covered by this Agreement shall have the option to purchase through payroll deduction supplemental retirement benefits through a Tax-Sheltered Annuity (TSA) program as authorized by Section 403 (b) of the Internal



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Revenue Code. A Roth 403(b) option will be made available January 1, 2011.

- D. Deferred Compensation / Section 457 Plan -. Bargaining unit members covered by this Agreement shall have the option to participate through payroll deduction in deferred compensation / Section 457 plans offered by annuity providers.

**Section 5. Tuition & Fee Reduction**

- A. The University has created, as an exclusive benefit for its employees, an educational assistance program. The University intends to provide this educational assistance program to exclude all assistance provided from an employee's income to the extent allowable under Internal Revenue Code Section 127 as amended. This educational assistance program is only available to University employees taking courses at the University of Akron. Bargaining Unit Faculty are eligible for this benefit as of the first day of the first semester of their employment. This program does not apply to graduate assistants who may otherwise qualify for tax exemption of fee reduction under a separate University program.

- B. Fee reductions for bargaining unit faculty pursuant to Internal Revenue Code Section 127, as amended, include:

1. Credit courses

Any University bargaining unit faculty member shall be permitted to take two (2) credit bearing courses or six (6) credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four (4) credit bearing courses or twelve (12) credit hours, whichever is greater, during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four (4) credit bearing courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses

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Any bargaining unit faculty member shall be permitted to take two (2) non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect his or her eligibility for credit bearing course fee reduction enrollment.

Some courses are not available for non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a University designation assigned) on a first-come, first served basis, until class meets minimum paying enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

### C. Tuition waivers for bargaining unit faculty spouses, and dependents.

Tuition waivers for the instructional fees, or an amount equivalent to the graduate level credit fees for Ohio residents, or an amount equivalent to the School of Law credit hour fees for Ohio residents shall be deducted from total fee charges for the following groups (general fees, course fees, and other special fees are not included in this benefit):

1. Spouses and dependents (as "dependents" are defined by current rules and dependency tests of the IRS) of bargaining unit faculty.
2. Spouses of all bargaining unit faculty while one (1) or both are in the service of the University. Spouses of bargaining unit faculty who are also employees may elect to receive fee reductions as either an employee or a spouse.
3. Spouses and "dependents" of deceased bargaining unit faculty who were serving the University at the time of death.
4. Spouses and "dependents" of all retired full-time University faculty.
5. For purposes of fee reductions, "spouses" refer to individuals who have contracted the legal status of a marital relationship through religious or civil solemnized marriages and complied with all the statutory requirements pursuant to applicable law;

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and shall not include common law marriages which may be otherwise recognized under Ohio law or other relationships between persons not legally capable of making a marriage contract under Ohio law.

6. Fee reductions may be taxable income to the bargaining unit member.

**D. General provisions regarding tuition waivers and fee reduction benefits.**

1. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.
2. The requirements of residence in Ohio for one (1) year before the first (1<sup>st</sup>) day of any term or semester to be exempt from nonresident tuition charges shall be waived for employees who are entitled to the fee reduction.
3. Eligibility for fee reductions for employees or relatives is determined by employment status on the first (1<sup>st</sup>) day of the course.
4. An individual may receive fee reductions under only one (1) eligibility category (e.g., as a bargaining unit member or other eligible University employee, a spouse or a dependent) during any one (1) academic period. For example, a bargaining unit member who is also the spouse of a bargaining unit member may only receive fee reductions as either a bargaining unit member or a spouse and may not combine the reduction allotments.
5. Eligibility for other authorized fee credits is determined independently from the individual's status as a University employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the University's fee reduction.
6. Bargaining unit employees with nine (9) month appointments are eligible for fee reductions for themselves and/or their spouse /dependents during the summer if reappointed for the following academic year.
7. University-funded scholarship awards awarded to students who are also receiving a fee reduction as a spouse/dependent of a bargaining unit faculty member can be applied to other educational expenses on that student's account, including, but not limited to: on-campus housing, board, and fees. However, no refunds will be issued where University undergraduate scholarship awards exceed the

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undergraduate student's expenses for tuition, fees, and on-campus housing and board as reflected on the student's bill.

### Section 6. Other Benefits

During the term of this Agreement, all bargaining unit faculty covered by this Agreement shall receive:

- A. University faculty identification card
- B. Extended circulation period and other instructional support services in the University Libraries
- C. Half ( $\frac{1}{2}$ ) price admission to all University athletic events and special rates for cultural events
- D. Use of the Student Recreation and Wellness Center at the same charge as other employees,
- E. University discounts on merchandise purchased through the University bookstore, provided said discounts are made available by the provider,
- F. University discounts on merchandise purchased through Computer Solutions, provided said discounts are made available by the provider,
- G. For bargaining unit faculty with an academic year appointment, the option to elect to be paid on a nine (9) or twelve (12) month basis, but group insurance contributions will be made on a nine (9) month basis,
- H. Free notary public service.

### Section 7. Parking

Parking will be provided on the same basis as it is provided to all other University employees.

### Section 8. Retiree Benefits

With regard to bargaining unit members who retire during the term of this Agreement, the *status quo* shall be maintained in connection with the following benefits that are provided to retirees:

Faculty identification card, tuition and fee reduction, discounts applicable to athletic events, discounts applicable to merchandise purchased through the University bookstore (provided discounts are made available by the provider), use of recreational facilities,

notary public service, library and Emeritus study room use, submission of externally funded grant/contract proposals, fifty percent (50%) reduction in current parking fees paid by fulltime faculty, and access to University computer network and information services.

**ARTICLE 18**  
**PROFESSIONAL DEVELOPMENT**

Section 1. Purpose

The University is committed to the development of an academic community recognized for its achievement in contributing, transmitting and using knowledge and ideas. An essential means for the faculty periodically to enhance competence and widen professional activity is the Professional Development Leave (PDL) Program. The major purpose of this program is to promote the professional growth and new or renewed intellectual achievement of faculty. The intended outcome of a PDL is to increase individual effectiveness or produce academically or socially useful results. A PDL may entail specialized scholarly activity or be designed to provide broad cultural experience and enlarged perspective.

Section 2. Eligibility

- A. Any bargaining unit faculty member (tenure-track, tenured or non-tenure track) with at least seven (7) academic years of teaching service at the University, which may include periods of paid leaves of absence or temporary administrative duties (for example, chair or interim chair), may be granted a PDL for a period of not more than one (1) academic year to engage in further education, research, or any other activity approved by the Board. Additionally:
- B. If the faculty member shows that the project is better served by dividing the PDL over two (2) academic years, the split leave may be permitted at the discretion of the President and the Board provided that such an understanding is reached before the leave is approved.
- C. A PDL shall not be granted for the sole purpose of becoming self-employed or obtaining employment elsewhere. However, a PDL may be granted to acquire an advanced degree so long as pursuing the same is in the mutual interest of the University and the bargaining unit member.
- D. A faculty member may be considered for an off-cycle PDL under the following conditions:
  - 1. The faculty member must inform the academic unit chair/director of their intention to apply for funding that might be used to fund an off-

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- cycle PDL, and must keep the chair/director apprised of the status of the funding opportunity.
2. The faculty member must have completed at least six (6) semesters (three (3) academic years) of teaching service since a previous PDL before applying for an off-cycle PDL.
  3. The external funding opportunity must provide funding for the faculty member's salary for the duration of the off-cycle PDL. The University shall give consideration to providing partial support to supplement that funding if it is not sufficient to meet the faculty member's base salary for the duration of the off-cycle PDL.
  4. In the case of a negative recommendation, the Provost or a Vicethe Provost's designee shall provide the applicant with a written rationale for the denial. A negative recommendation is not grievable.
- E. A faculty member who has completed a PDL must complete another six (6) years of paid status at the University before becoming eligible for a PDL. Application for a subsequent PDL may be made after the completion of ten (10) semesters (5 academic years) of paid status at the University, with said PDL not to begin before the completion of twelve (12) semesters (6 academic years) of service at the University.
- F. Professional leave taken as part of the faculty development program shall not be deemed to be in lieu of ongoing commitments in connection with a specific research, scholarly or creative program.

### Section 3. Compensation

Compensation and other benefits paid to full-time faculty who are on professional leave will be handled as follows:

- A. The University shall pay the faculty member for or during a period of professional leave a salary not to exceed the amount that would have been paid to said faculty member for the performance of regular duties during the period of the leave. A faculty member shall receive not less than full pay for one (1) semester of PDL. If the PDL is for two (2) semesters, the faculty member will receive one half (½) compensation for the two (2) semesters. The salary paid for such leave may not be suitable for inclusion in a final average salary for retirement purposes, as determined by STRS.
- B. No faculty member shall, by virtue of being on professional leave, suffer a reduction or termination of regular employee retirement or insurance

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benefits or of any other benefit or privilege received as a faculty member at the University. Whenever such a benefit would be reduced because of a reduction in the faculty member's salary during the PDL, the faculty member shall be given a chance to have the benefit increased to its normal level.

- C. A person granted leave under the faculty development program will be considered as providing full-time service to the University during that period, and the University shall not pay any additional stipend or other compensation during such period of leave. Leaves may include funding by third (3<sup>rd</sup>) parties. Outside employment shall be governed by Article 24, Professional Activities Outside the University. However, no outside employment, not otherwise previously approved, whether for compensation or otherwise, shall be performed without the prior written approval of the dean and the Provost. The salary received from the University will be subject to retirement deduction and other appropriate tax deductions.

### Section 4. Application Contents

The PDL application must contain the following information:

- A. A non-technical abstract (cannot exceed one (1) page);
- B. A statement of the proposed activities, including a summary of the plan of action and its significance (cannot exceed three (3) pages);
- C. A statement of any additional financial subsidy (ie, external funding) associated with the application (cannot exceed one (1) page);
- D. A statement of how the proposed activities relate to the applicant's current fields of expertise: are the proposed activities an extension of current activities, are they new, etc (cannot exceed one (1) page);
- E. A statement of the expected results and the impact (cannot exceed two (2) pages); expected results may include, for example, publications, presentations, or curriculum development; impact may include, for example, increasing individual effectiveness, or producing academically or socially useful results;
- F. A statement on the feasibility of the proposed activities (cannot exceed one (1) page);
- G. A two (2) page Curriculum Vitae.

### Section 5. Application Criteria

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- A. A PDL application must meet the following criteria:
1. The application outlines a specific plan indicating the PDL will increase the faculty member's effectiveness;
  2. The application demonstrates a strong potential for success;
  3. The PDL activities will lead to deliverables (for example, book contracts, publications, reports, grants, and/or creative accomplishments);
  4. The applicant's vita demonstrates a history of scholarly/creative productivity;
  5. The project has anticipated benefits to the University;
  6. When applicable, the faculty member demonstrates success from earlier PDL's.
- B. Preference should be given to applications that involve one or more of the following:
1. Work at other institutions or sites in order to enhance research, scholarship, creative accomplishment and/or pedagogy;
  2. Collaboration with scholars at other institutions or sites;
  3. Projects that lead to proposals for external funding;
  4. Projects that cannot be completed without the PDL.

### Section 6. Procedures

The following procedures shall be followed for the submission and review of PDL proposals.

- A. It is possible for more than one (1) PDL to be granted within an academic unit in any semester or academic year. Bargaining unit faculty intending to apply for a PDL are encouraged to discuss scheduling options with the academic unit chair/director and other faculty in order to minimize the potential impact of multiple PDLs on the academic unit.



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- B. Applications shall be submitted to the academic unit chair/director before October 1 of the academic year preceding the professional leave, unless there is a compelling reason to modify the deadline.
- C. The academic unit chair/director shall review each application submitted within the academic unit, and make a recommendation based on the Application Criteria above, and the benefit to the applicant and the academic unit. The recommendation, positive or negative, shall then be forwarded to the dean by October 8.

~~In colleges without departments, applications are submitted directly to the dean, who shall review each application submitted within the college as above.~~

The academic unit chair/director ~~(or dean in colleges without departments)~~ shall provide each applicant with a written copy of the recommendation. If an application is not recommended for approval, an explicit rationale must be included.

- D. The dean shall review each application submitted within the college and make a recommendation, positive or negative, based on the Application Criteria above and the staffing needs of the college. The dean shall provide each applicant with a written copy of the recommendation. If an application is not recommended for approval, an explicit rationale must be included. The determination shall be forwarded to the Provost by November 8.
- E. PDL Joint Review Committee
  - 1. The PDL Joint Review Committee shall be composed of two (2) representatives ~~from the University chosen by the Provost, including at least one (1) representative from the Provost's Office,~~ and two (2) representatives appointed by the Akron-AAUP.
  - 2. The Committee shall review all applications after they have been submitted to the Provost, and make a recommendation, positive or negative, on each application. The Committee should, whenever possible, complete its work by December 1
  - 3. In making the final decision on approval of applications, the Provost shall take into account the recommendations of the academic unit chair/director, the dean, and the PDL Joint Review Committee.
- F. The Provost shall approve or deny each application based on the previous recommendations and the Application Criteria above by December 8, whenever possible.

Section 7. Faculty Commitment

Faculty members are expected to return to the University for at least one (1) academic year after completion of their professional development leave, unless the faculty member dies or becomes disabled. Within one (1) month of the completion of the professional leave, the faculty member shall submit to the Provost a report detailing the accomplishments of the faculty member under this professional development program and the faculty member's compliance with the terms of the faculty development leave program. Upon receipt of the report by the Provost, the faculty member shall be entitled to participate in any salary increase for which the faculty member may be eligible during the term of any professional development leave on the same basis as any faculty member who did not participate in a professional development leave.

While on professional development leave, faculty members shall not be eligible to serve on any university, college or departmental committees, with the exception of thesis and dissertation committees.

Every PDL recipient is required to make a public presentation of their work in the academic year following the PDL. Each college shall develop a forum for PDL recipients to make these public presentations.

Section 8. University Commitment

The University shall continue its commitment to support research, teaching and instructional improvement/enhancement activities. This commitment shall be demonstrated in part by making a good faith effort to approve as many recommended proposals as is feasible, based on academic and economic considerations. All recommended proposals that are not able to be funded shall receive the highest priority for approval if resubmitted in the following year.

**ARTICLE 19**  
**INTELLECTUAL PROPERTY**

Section 1. University research, copyright, and patent policy

- A. It is the policy of the University, with reference to all creative endeavors of its bargaining unit faculty, conducted on University time or with its facilities, to recognize the interests of the University, the bargaining unit member, sponsor, and other cooperating or participating agencies. However, the University reserves the right to recognize and administer such interests and equities of the participating parties consistent with the public interest as determined by its Board from time to time provided, however, that provisions herein with respect to individual bargaining unit member's rights shall not be altered.

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1. In accordance with the custom established in institutions of higher learning, copyright ownership of textbooks and manuscripts and royalties resulting therefrom belong to the author(s) thereof except when the textbook or manuscript is prepared as an assigned project; in which case it is the property of the University and shall be assigned to the University by its author(s). Bargaining unit faculty shall use the following notice when displaying University-owned copyrighted material: "Copyright © (year), The University of Akron, Ohio. All rights reserved."
2. The University encourages the publication of scholarly works including the results obtained through research and scientific investigation approved, sponsored or conducted as a University project, as well as graduate and undergraduate theses. The University may require that such publications be withheld for a limited period of time to permit the preparation and filing of patent applications or such other activities as may be necessary to protect intellectual property contained in such results, and to otherwise meet applicable government and sponsor contractual obligations.
3. The following general conditions and restrictions will be observed for the best interests of all parties concerned:
  - a. Research will be the type of work that will enhance the reputation of the University as a seat of higher learning.
  - b. Research will be restricted to the type of work for which the University can provide adequate staff and facilities.
  - c. No extra compensation will be paid any bargaining unit faculty member for participating in sponsored and contract research during the academic year; however, participation in research during the summer months will be paid for at the same salary rate received by a bargaining unit faculty member during the academic year.
  - d. The University will not pay salary or wages for work done by a candidate for academic credit leading to a degree; however, students pursuing degree programs may receive University awards, assistantships, stipends, scholarships or fellowships.
4. Contract research
  - a. The Director of Research Services and sponsored programs shall coordinate all contract research.

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- b. Bargaining unit faculty who wish to pursue specific projects shall consult the director and the approach to the sponsor shall be made by the director or by the director's designee.
  - c. All contracts shall be approved by the President or the ~~Vice President for Research~~ University's chief research officer before any work thereunder is begun or any commitments are made.
  - d. A bargaining unit faculty member shall have the right to accept or decline participation in any contract research made available.
  - e. A plan for graduate assistantships should be put into effect to facilitate contract research whenever such research becomes available.
5. Patent rights and licensing procedure
- a. The Board seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions of research at the University in a manner consistent with the public interest. The Board believes it should make the results of its research available to industry and the public on a reasonable and effective basis.
  - b. In compliance with the Ohio Revised Code §3345.14, the Board retains authority, for setting policy in the matter of rights to intellectual property including discoveries, inventions, patents and copyrights which result from research or investigation conducted in any laboratory or research facility of the University, and no bargaining unit faculty member shall have any rights to or interests in such discoveries or inventions except as set forth herein.
  - c. It is the policy of the Board that intellectual property rights belong to the University unless otherwise expressly approved by the Board and stipulated in a written agreement to which the Vice President for Research, or President is a signatory. In the instance of research developed with the support of funding from governmental agencies, the regulations of such funding agencies may take precedence to this policy and Article.

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- d. The University will prosecute applications only for those patents that appear to be of potential economic benefit to the University. Within one (1) year following the submission of a written disclosure of invention, should the University elect not to pursue commercialization, the University will surrender its claim to ownership, in the absence of contractual commitments to the contrary, and will allow the inventor(s) to undertake prosecution for patent protection at their own expense. In the absence of any positive action either by the University or the inventor toward commercialization, the Board recognizes a value in such discoveries becoming public domain.
- e. The University is concerned with safeguarding the public interest as well as rewarding the initiative of researchers. In the spirit of public service, the University shall seek aggressively to bring those designs, processes, and products for which it holds patents or rights of ownership into highest public use. Such negotiations, on a "best efforts" basis, may involve granting of exclusive licenses.
- f. In the course of licensing agreements or sale of rights to manufacturers or others, fees and royalties may accrue. From the gross funds received with regard to any intellectual property held solely by the University, the University will be reimbursed its out-of-pocket costs incurred as of the date of receipt of such funds in obtaining, maintaining, enforcing and licensing the intellectual property. Thereafter, forty percent (40%) of the net remaining funds will be distributed to the inventors in recognition of and reward for initiative. An additional ten percent (10%) of net funds will be placed in an account to support the inventor's ongoing University research, five percent (5%) of net funds will be placed in an account to be used for college purposes by the dean(s) of the college(s) in which the inventor(s) has(have) primary appointment, five percent (5%) of net funds will be placed in an account to be used for departmental purposes by the chair(s) of the department(s) in which the inventor(s) has(have) primary appointment and the balance of net funds will accrue to the University.
- g. Stipulations of P.L. 96-517 may take precedence over any other terms of agreement negotiated by the University in matters of patenting and technology transfer.

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- h. Intellectual property resulting from federally sponsored research is disposed of in accordance with the terms of the applicable agency.
- i. Intellectual property resulting from research sponsored by industry or other non-governmental sources of support, other than the University itself, is disposed of in accordance with contract terms negotiated between the University and the sponsor, and approved by both parties. In such negotiations the University may agree to a non-exclusive royalty bearing license; a license of limited exclusivity which is royalty bearing; an exclusive, royalty bearing license for the life of the patent, a one-time payment for the entire technology; or any other mutually acceptable consideration. Acceptable contract terms will depend upon such factors as the initial amount of research support, financial expenditures for further development, costs of patent acquisition, duration of exclusivity, period likely needed for market development, or other pertinent factors.
- j. The amount of royalty shall be based upon arms length negotiation within percentage ranges common to the particular technology and the applicable industry. The potential market, potential profit, and the amount of investment needed for development, as well as other factors should be considered in establishing a royalty. The royalty should be based upon an easily audited item, such as "net sales."
- k. The University has an equity interest in any invention or discovery of its bargaining unit faculty resulting from research that involves a non-*de minimus* use of funds, space, or facilities administered by the University. The University seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions of its research in a manner consistent with the public interest. The University believes it should make inventions resulting from its research available to industry or the public on a reasonable and effective basis. In this regard, the University actively seeks licensing of its patented technology on the best available terms, subject to the following conditions:
  - (i) The University should not be expected to expend additional funds to improve the viability of the patent.

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- (ii) The stipulations of P.L. 96-517 relative to terms of exclusivity, etc., become effective if any federal funds have supported research leading to the invention.
  - (iii) The potential licensee should provide sufficient credentials of financial and marketing capability for University review.
  - (iv) Any agreement should include, as applicable, a royalty fee schedule, term and termination, considerations of "due diligence" provisions which establish levels of expectation and performance of the licensee, and provision for possible license renewal.
- l. The University should retain for itself and, whenever possible, for other public or private institutions, the free right to use non-confidential technology for research and education.
  - m. All matters relating to discoveries, inventions, patents or technology transfer in which the University is in any way concerned are administered by the office of the Vice President for Research. Except with respect to agreements involving the waiver or transfer of ownership of intellectual property as provided by this Article, the President or the Vice President for Research shall have authority to execute any agreements, grants, or contracts involving discoveries, inventions, patent rights or technology transfer to the public or industry to the extent that such agreements conform to these regulations. Prior approval of the Board shall not be required with respect to the transfer of intellectual property resulting from research sponsored by governmental agencies that is disposed of in accord with the terms of the applicable agency. At each regular meeting of the Board, the Vice President for Research shall provide an executive summary to the Board of those agreements negotiated and executed involving licensing of rights or transfer of technology.
  - n. Any variance to this policy must receive prior approval of the Board before any commitments, grants, or contracts are made.
6. Use of the name of the University
- a. In soliciting consulting work outside the University, the bargaining unit faculty member may only mention that the

bargaining unit faculty member is a member of the University faculty. The University's name shall not be used in advertising.

- b. The name of the University may be used in research reports, books and papers for publication and otherwise as may be set forth in the applicable research contract or as approved by the Board, the President or the Vice President for Research.

7. Waiver of rights in intellectual property

Upon written recommendation of the applicable chair/institute director and dean, and written approval of the ~~Vice President for Research~~ University's chief research officer and the President, University center managers are authorized to execute experimental/technical service agreements, and the Associate Vice President for Research and Director and Associate Director of the Office of Research Services and Sponsored Programs are authorized to execute materials and information testing agreements, that waive University rights in intellectual property and related patents and copyrights under the following guidelines:

- a. It is reasonably demonstrated that:
  - (i) Well established and accepted technical procedures, e.g. "ASTM" methodology, are expected to be used in conducting client's project, or all work is expected to be directed by client company personnel with the only intellectual input expected of center personnel or University students to be at a level that would not support a patent; and
  - (ii) There has not been, nor is there expected to be any development of new materials, processing methods, or reduction to practice of ideas and methodology resulting from significant intellectual input by University personnel in connection with the project.
- b. The principal bargaining unit faculty member has the respective dean verify and certify in writing that there has not been and is to be no input from anyone (e.g., University faculty) other than center personnel or University students, as the case may be, and the client. If there is, in fact, such input, then any such waiver shall be ineffective as to intellectual



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property rights attributable to said input, and all intellectual property rights will be retained by the University.

- c. Execution of such agreements shall be on forms drafted or approved by the Office of General Counsel for that purpose, which forms cannot be modified whatsoever without the prior written approval of the Vice President for Research and the Office of General Counsel.
8. Guidelines for use of University research and service centers for economic development.
- a. University research and service centers may expend funds and utilize lands, facilities, equipment, and the services of employees and students to benefit the people of the state of Ohio by creating or preserving jobs and employment opportunities or improving the economic development and welfare of the people of the state when all of the following factors are present:
    - (i) There is reasonable assurance that the proposed use and/or activity would not interfere with or compromise the University's academic and research mission.
    - (ii) There is reasonable assurance that the proposed use and/or activity would not unfairly interfere with, displace or compete with any existing private or public entity's performance of the same or similar activity.
    - (iii) There is reasonable assurance that the proposed activity would result in revenues to the University which shall at least be sufficient to recoup any direct expenses to the University. Depending upon the extent of use and/or activity, as determined by the Controller of the University, the revenues established for any use and/or activity may include a factor to recover all or a portion of the University's actual or potential indirect costs, including but not limited to any unrelated business income tax liability.
    - (iv) There is reasonable assurance that the activity to be undertaken will allow public or private entities or enterprises the opportunity to compete more effectively in the marketplace and/or fulfill needs that are being inadequately met by the private market.

- (v) There is a reasonable assurance that the proposed use and/or activity is incidental to a viable academic program. All such use and/or activity shall contain substantial and appropriate academic content consistent with the University's academic and research mission.
  - (vi) All contracts regarding the proposed activity must receive prior written approval as to legal form and sufficiency by the Office of General Counsel. All such contracts shall contain provisions for liability insurance naming the University as an insured, indemnity by the agency or person seeking the research or service, or some other measure reasonably appropriate to minimize any University liability. Center managers shall forward these agreements, after respective decanal approval and legal review, to the Associate Vice President for Research and Director of Technology Transfer for signature.
- b. Academic deans for the college in which the respective centers are located, shall assure that the requirements are met before approving any such use and/or activity.

**ARTICLE 20**  
**DISTANCE AND DISTRIBUTED LEARNING**

Section 1. Principles and Definitions

- A. Distance learning is defined as courses (or course sections) in which instruction occurs remotely and various forms of technology are utilized used to provide students/faculty with differentiated-various modes of interaction and communication, including synchronous, asynchronous, and dual-mode distribution.~~but not limited to modes identified in the following terms:~~
- ~~1. Synchronous distribution, e.g., face to face interaction provided through room-based video, desktop-based video, or other modes of interactive audio and video conferencing; and,~~
  - ~~2. Asynchronous distribution, e.g., web-based or internet-based online courses/sections.~~
  - ~~3. Dual mode distribution, e.g., a video-based distance learning section/s taught simultaneously with a conventional classroom course.~~

- B. It is not the intent of the University to use distance education technology to permanently reduce, eliminate, or consolidate fulltime bargaining unit positions at the University.
- C. The University recognizes that changes in technology offer new opportunities for student learning and that such changes should be ~~done~~ made according to sound pedagogical principles.

Section 2. Teaching Assignment

- A. The University will offer, consistent with the overall needs of the academic unit, to qualified bargaining unit faculty a right of first refusal to teach any distance learning course to be offered by the University, with first preference to the course developer.
- B. No member of the bargaining unit shall be required to participate in distance education courses or programs, unless otherwise stated in the faculty member's letter of initial hire. Where such requirement is not stated in the letter of initial hire and such faculty member does not wish to participate in distance education courses or programs, but the University believes that such faculty member's participation is required to meet the goals of the academic unit's mission, representatives from the Chapter and the University will meet and confer. The University and the Akron-AAUP acknowledge that distance learning is now an integral part of the higher education system in the United States, and, ~~as such~~ consequently, it is the responsibility of the University to provide technology and training to enable the faculty to stay current in this mode of delivery. In return, it is also acknowledged that all faculty teaching distance learning courses must be able and willing to stay current in this mode of delivery.
- C. Methods of presentation and course materials are to be under the control of the bargaining unit faculty member assigned to develop and/or teach the distance education course. Review and coordination by the bargaining unit member's colleagues or academic unit chair within the department or program shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the department.
- D. Individual bargaining unit faculty should have the same responsibility for selecting and presenting textbooks and learning materials in courses offered through distance education technologies that they have in those offered in traditional classroom settings. For team-taught or interdisciplinary courses and programs, the bargaining unit faculty involved should share this responsibility.

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- E. The University shall provide the technology, software, equipment, internet infrastructure (bandwidth), and technical support necessary to develop, operate, and maintain distance learning courses approved, requested, or assigned by the University. When assigned to teach a specific distance learning course, a bargaining unit faculty member will receive in writing a response to any written request(s) he or she makes for any equipment, software or support that he or she feels is needed to offer the class.
- F. All distributed learning and distance education courses shall utilize the University-approved standardized interface to facilitate uniformity ~~for the transfer of learning~~, unless otherwise mutually agreed between the University and bargaining unit member.

### Section 3. Distance Learning Course Development

- A. Distance learning ~~courses shall receive approval through the curriculum review process before being offered.~~ The course content shall be subject to the same academic standards and shall comply with the same standard practices, procedures and criteria as traditional course content.
- B. In the development of courses for electronic delivery, academic units shall give the right of first refusal to bargaining unit faculty within the unit consistent with the nature of the course and the qualifications and technical expertise of bargaining unit faculty. This does not, however, preclude other bargaining unit faculty or external constituents from developing courses for electronic delivery.
- ~~C. Initial development or extensive revisions of distance education courses, where requested or agreed to by the University, shall be compensated as specified in Article 16, Compensation.~~
- CD. The University will not enter into a contract(s) or other agreement(s) with a third party vendor(s) or outside entity to provide a distance learning course (or materials that constitute the majority of the content for any distance learning course) without first providing the opportunity to appropriate and qualified bargaining unit faculty. Any such contract or agreement must meet the applicable provisions of this Article, including, without limitation, Section 3.A.
- DE. Any course developed by anyone outside the bargaining unit must be reviewed for content and approved by academic unit bargaining unit faculty before submission to the curriculum review process.

### Section 4. Ownership

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- A. Distance learning materials are works, including course content in any medium, which are created and distributed in connection with online instruction and distance learning.
- B. Where a Bargaining Unit Faculty Member develops copyrightable distance learning materials with substantial support of the University (as defined in the MOU regarding Intellectual Property), the following shall apply:
  - 1. The University and the Member may negotiate a written agreement in advance which shall specify the allocation of specific ownership rights, obligations, and such other issues as they may agree upon including, but not limited to, allocation of royalties, if any, and limitations on use or transferability of ownership. The Member has the right to have an AAUP representative present during such negotiations. The University shall provide a copy of any executed agreement to the AAUP.
  - 2. Unless the Member and the University agree otherwise in writing, any royalties earned from the commercialization of distance learning materials shall be divided in accordance with the percentages set forth in Article 19.
  - 3. If the Bargaining Unit Faculty Member and the University do not execute a written agreement, the materials developed in the course and scope of employment are works for hire and owned by the University. However, the University grants the developing Member an undivided co-equal ownership interest in the entire work. The Member and the University will both retain a nonexclusive license to use the materials in educational settings, even if the Member leaves the University. Provided, however, that while in the employment of the University, a BUF may not use such distance learning materials to teach at another educational institution.
- C. If a Bargaining Unit Faculty Member develops copyrightable distance learning materials without the substantial support of the University (as defined in the MOU regarding Intellectual Property) the materials remain the sole property of the Bargaining Unit Faculty Member. Provided, however, that while in the employment of the University, a BUF may not use such distance learning materials to teach at another educational institution, where such teaching would create a conflict of interest or of commitment.

### Section 5. Office Hours.

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A Bargaining Unit Faculty Member teaching a distance learning course may hold some of the normally expected office hours online. The Member must specify in the syllabus sufficient availability (via email or otherwise) to meet reasonable student needs.

### Section 6. Learning Environment.

- A. Consistent with other University policies, a Bargaining Unit Faculty Member may block a disruptive student's access to a distance learning course.
- B. Determination of class size for distance learning classes shall be based on pedagogical considerations. Limits on the size of each class shall be based on the goals and mission of the academic unit as determined by the academic unit chair and the dean of the college in consultation with the Bargaining Unit Faculty Member.

## **ARTICLE 21** **EMERITUS FACULTY**

### Section 1. Qualifications

The emeritus faculty is composed of all persons with the title of emeritus conferred by the Board in recognition of a career of accomplishment and contribution to the University. Bargaining unit faculty upon retirement are eligible for emeritus status, provided they shall have served the University as a member of the full-time faculty for at least ten (10) consecutive years.

### Section 2. Procedures

- A. Eligible bargaining unit faculty may request emeritus status. The academic unit bargaining unit faculty shall deliberate and vote on the recommendation to confer emeritus status; this may be done electronically. A simple favorable majority of votes cast is required for a positive recommendation.
- B. In colleges with departments, the recommendation, positive or negative, shall be forwarded to the academic unit chair/director, who shall make a separate recommendation and forward both recommendations to the dean. ~~In colleges without departments, the academic unit recommendation, positive or negative, shall be forwarded to the dean.~~ The dean shall make his/her own recommendation, and forward that and all previous recommendations to the Provost. The Provost shall make his/her own recommendation and forward that and all previous recommendations to the President. With the President's concurrence, positive recommendations are forwarded to the Board of Trustees.

- C. The process should be completed in a timely manner.

Section 3. Privileges and Responsibilities

Emeritus faculty may attend appropriate faculty meetings at the departmental level at the invitation of the faculty in attendance and the chair of the meeting. Emeritus faculty may also attend appropriate college, Faculty Senate, or University faculty meetings.

They may serve on faculty committees but may not vote in faculty meetings. Their names shall be listed in a University web directory, and, at the discretion of the Provost or designee, they may receive (i) reasonable facilities and (ii) other benefits and privileges.

**ARTICLE 22**  
**DISTINGUISHED PROFESSOR**

Section 1. Criteria

The title of Distinguished Professor shall be awarded only to one already at the rank of professor at the University for five (5) or more years. The title of Distinguished Professor is an honor recognizing a career that demonstrates substantial professional accomplishments.

- A. Each department/school, or college without departments, shall develop criteria for distinguished professor including those expressed below in this section which cannot be implemented without approval by both the dean and the Provost. ~~In colleges without departments, the entire college faculty functions as the departmental faculty.~~
- B. The applicant shall excel in teaching at the University at a level significantly beyond the current expectations for the rank of professor.
- C. The applicant shall excel in scholarly activity (pedagogical or discipline specific) or artistic performance at the University at a level significantly beyond the current expectations for the rank of professor, with a record that is widely recognized as being exemplary.
- D. The applicant shall have made sufficient contributions to the discipline to be nationally recognized.
- E. The applicant is expected to have demonstrated and maintained high standards of professional conduct.

Section 2. Applications

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- A. Applications for Distinguished Professor can be made only by tenured bargaining unit members at the rank of professor. The full applications shall be submitted to the chair/director of the academic unit of the applicant, ~~or the dean in colleges without departments~~, by the Monday after Spring Break in the spring semester. Applications shall include the following:
1. Current vita;
  2. Narrative statement of qualifications;
  3. Supporting documentation, which shall include copies of publications and evidence of teaching quality, and which may include letters of support solicited by the nominee;
  4. A proposed list of external reviewers, with at least six (6) entries. The list shall include the credentials of the potential reviewers and their relationship to the applicant;
  5. Department/school or college criteria for Distinguished Professor;
- B. An individual may submit an application no more than once every three (3) years.

### Section 3. Department Level Procedures and Timelines

#### A. Departmental Distinguished Professor Review Committee

Within two (2) weeks of receiving an application, the department chair, or school director ~~or dean in colleges without departments~~ shall call a meeting of those full time departmental bargaining unit members with at least three (3) years of full time service, excluding the applicant, to form the Departmental Distinguished Professor Review Committee. The committee shall elect a chair from among its members at this meeting.

#### B. External Review

The Departmental Distinguished Professor Review Committee shall compile a list of at least six (6) potential external reviewers from a list of external nationally recognized individuals in their discipline, including at least two (2) from the applicant's list. The chair/director of the academic unit and the dean may add other references if they wish. This combined list shall include the credentials of the potential reviewers and their relationship to the candidate. The candidate shall be apprised of the full list of names considered by the committee. The committee shall request review



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letters from the individuals on the combined list by the end of the spring semester. Letters of request shall include:

1. Department/school criteria for the title of distinguished professor;
2. Request that the reviewer address the context of the candidate's work as it relates to the discipline;
3. Candidate's vita and narrative statement;
4. Due date (beginning of the fall semester)

### C. Departmental Review

The Departmental Distinguished Professor Review Committee shall review the application in the fall semester after receipt of the external review letters and shall determine by secret ballot its recommendation. Committee members not present for the deliberations are not eligible to vote. A two-thirds (2/3) majority of favorable votes is required for a positive recommendation.

The committee shall provide a letter of recommendation, positive or negative, to the chair/director ~~or dean in colleges without departments~~ by the end of week 6 of the fall semester. The chair/director ~~or dean in colleges without departments~~ shall make a separate recommendation, positive or negative, considered sequential, not hierarchical. These letters of recommendation shall include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor.

In colleges with departments, all recommendation letters and the application shall be submitted to the dean by the end of week 8 of the fall semester, with copies to the applicant.

If the applicant wishes, the application may be withdrawn before it is submitted to the dean.

~~In colleges without departments, Section 4 is bypassed, and all recommendation letters and the application shall be submitted to the Provost by the end of the fall semester.~~

### Section 4. College Level Procedures and Timelines

~~This section does not apply to colleges without departments.~~

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- A. Upon receipt of the recommendations, the dean of a college with departments shall convene the College Distinguished Professor College Review Committee by the end of week 9 of the fall semester and forward the recommendations to the committee chair. At this meeting, the committee shall elect a chair from its members.
- B. Each college faculty shall elect a College Distinguished Professor Review Committee to consider such recommendations. Only tenured bargaining unit members at the rank of Professor are eligible to serve.
- C. The College Distinguished Professor Review Committee shall review the recommendations in accordance with the following procedures:
1. The committee shall consider each applicant individually;
  2. No member of an applicant's department (~~or college in colleges without departments~~) shall participate in the discussion or vote of an applicant;
  3. Following discussion and deliberation of the individual candidate, the committee shall vote, with a two-thirds (2/3) majority of favorable votes constituting a positive recommendation;
  4. Committee members not present for the discussion are not eligible to vote;
  5. The committee may, if it wishes,
    - a. Interview the chair of the Departmental Distinguished Professor Review Committee;
    - b. Interview the department chair/school director;
    - c. Interview the applicant;
- D. The committee shall write a letter of recommendation, positive or negative, for each applicant, to be forwarded to the dean by the end of week 12 of the fall semester, with copies distributed to the Departmental Distinguished Professor Review Committee, department chair/school director and the applicant. Letters must include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor.
- E. If the recommendation of the College Distinguished Professor Review Committee is negative, the application (without external review letters) and all recommendation letters, positive or negative are returned to the applicant

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and the dean shall not make a recommendation. External review letters shall be held confidentially in departmental records.

- F. The dean shall make a separate recommendation, positive or negative, considered sequential, not hierarchical, for those applicants who received a positive recommendation from the College Distinguished Professor Review Committee. The letter must include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor.
- G. All recommendation letters and applications are forwarded by the dean to the Provost by the last day of the fall semester.

### Section 5. University Level Procedures and Timelines

- A. Upon receipt of the recommendations, the Provost shall convene the University Distinguished Professor Review Committee by the end of week 3 of the spring semester and forward the recommendations to the committee. At this meeting, the committee shall elect a chair from its members.
- B. The University Distinguished Professor Review Committee shall consist of six (6) Distinguished Professors chosen by lot by the Provost's office. Service on this committee shall last three (3) years and no person may serve on the committee for two (2) consecutive terms. The committee membership shall be rotated, so that each year two (2) distinguished professors will be selected by lot to replace the two (2) who are ending their three (3) year terms. Should a member of the committee be unable to fulfill their full term, the Provost's office shall select a replacement by lot to serve for the unexpired term.
- C. The University Distinguished Professor Review Committee shall review the nominations in accordance with the following procedures:
  - 1. The committee shall consider each applicant individually;
  - 2. No member of an applicant's department (~~or college in colleges without departments~~) shall participate in the discussion or vote of an applicant;
  - 3. Following discussion and deliberation of the individual candidate, the committee shall vote, with a two-thirds (2/3) majority of favorable votes constituting a positive recommendation;

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4. Committee members not present for the discussion are not eligible to vote;
5. The committee may, if it wishes,
  - a. Interview the chair of the Departmental Distinguished Professor Review Committee;
  - b. Interview the department chair/school director;
  - c. Interview the chair of the College Distinguished Professor Review Committee;
  - d. Interview the applicant;
- D. The committee shall write a letter of recommendation, positive or negative, for each applicant, to be forwarded to the Provost by April 1st, with copies distributed to the dean, College Distinguished Professor Review Committee (if applicable), Departmental Distinguished Professor Review Committee, department chair/school director and the applicant. Letters must include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor. If the recommendation is negative, the application (without external review letters) and all recommendation letters, positive or negative, are returned to the applicant and the Provost shall not make a recommendation.
- E. The Provost shall make a separate recommendation, positive or negative, for those applicants who received a positive recommendation from the University Distinguished Professor Review Committee. If the recommendation is positive, it is forwarded to the President for approval. If the recommendation is negative, the application (without external review letters) and all recommendation letters, positive or negative, are returned to the applicant and the President shall not make a recommendation.

If the President approves, the recommendation is forwarded to the Board for consideration at the next Board meeting. Once approved by the Board, the title becomes effective at the beginning of the following fall semester;
- F. The successful applicant(s) shall be recognized by the University community at an appropriate public event.

### Section 6. Record Keeping Requirements

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After the review process is complete, records shall be maintained in the following manner:

- A. In all cases, external review letters shall be held confidentially in departmental records.
- B. For successful applications, application files shall be held confidentially in departmental records.
- C. For unsuccessful or withdrawn applications, application files shall be returned to the applicant.

Section 7. A minimum compensatory award specified in Article 16 shall be added to the successful nominee's base salary.

### **ARTICLE 23** **LEGAL PROTECTION**

The University shall provide legal representation to any members of the bargaining unit at their request who are defendants in civil actions arising out of their employment, except as otherwise excluded by law, subject to the approval of the Ohio Attorney General and in accordance with Ohio Revised Code §§ 109.361 and 109.362. To the extent authorized in Revised Code §§ 9.86 and 9.87, and subject to the approval of the Ohio Attorney General, the University shall indemnify and hold harmless any member of the bargaining unit as a result of any judgment other than a judgment for punitive or exemplary damages, a judgment in a civil action arising out of the operation of a motor vehicle, or a judgment in a civil action in which the state is the plaintiff, unless the employer of the employee and the Ohio Attorney General determine that the acts or omissions of the employee were not within the terms of Revised Code §9.87 (B)(2). Denial of representation or indemnification by the Ohio Attorney General as provided by law shall not be arbitrable under Article 12 Section 6 of this Agreement.

### **ARTICLE 24** **PROFESSIONAL ACTIVITIES OUTSIDE THE UNIVERSITY**

Section 1. Bargaining unit faculty, unless specifically indicated otherwise in the contract of employment, should be regarded as having full-time employment responsibilities to the University. However, it is recognized that bargaining unit faculty can engage in activities outside the University whether for compensation or otherwise, provided such activities do not present a conflict of interest or commitment to, or interfere with the individual's full-time responsibilities to the University. Moreover, such outside activities shall not be undertaken which violate Ohio's ethics laws governing public employees. For purposes of this provision, such outside activities shall include: (a) professional activities not connected with employment for the University, including, but not limited to those professional activities which separately involve a source of income

such as from private employment, other public employment, consulting, teaching, research, memberships on corporate boards, partnerships or associations held by bargaining unit faculty, etc.; and (b) non-professional activities for which the bargaining unit faculty member is employed or otherwise compensated. Such outside activities should only be undertaken with full and prompt disclosure to and written approval of the bargaining unit member's immediate supervisor and a designated representative of the Provost, such approval not to be unreasonably withheld.

Section 2. Bargaining unit faculty shall submit on forms required by the Board an annual disclosure of any outside activities referenced in section 1 above. Such disclosures shall also identify any office or fiduciary relationship on a not-for-profit corporation or public board or agency. Disclosure forms are available on the Office of Research Services and Sponsored Programs web site.

Section 3. When engaging in outside activities, bargaining unit faculty may not make more than incidental use of University facilities and other resources unless the University is appropriately compensated.

**ARTICLE 25**  
**RETIREE REEMPLOYMENT**

Bargaining unit faculty who are eligible to retire from an Ohio pension system affected by the enactment of Am. Sub. Senate Bill 144 may seek an agreement with the University to be reemployed full-time with the University as permitted by law in the same or similar position following retirement, without the necessity of a formal search process under the University's affirmative action plan. The terms and conditions of such reemployment including, but not limited to, compensation, shall be negotiated between the employee and the University. All such agreements shall be reduced to writing and shall be subject to prior approval by the Provost, President, and Board. The provisions of this Article shall not be deemed to obligate the Board to approve any such agreement or to create any right to such reemployment or expectancy of reemployment or expectancy of any right to reemployment for any bargaining unit faculty member of the University. Reemployed retirees will not be covered under the provisions of this Agreement.

The University shall be limited to employing nine (9) former bargaining unit faculty at any given time who retire and are re-employed by the University, pursuant to the provisions of Am. Sub. Senate Bill 144.

**ARTICLE 26**  
**ACADEMIC CALENDAR**

Section 1. Determination of the academic calendar shall be at the discretion of the University in consultation with appropriate constituencies including the Akron-AAUP. The calendar shall include:

- A. Two (2) sixteen (16) week semesters of instruction each of which will include a final examination week.
- B. A summer term of at least thirteen (13) weeks with multiple summer sessions ranging from five to ten (5 -10) weeks.<sup>2</sup>

Specialized workshops, seminars or specific programs may require schedule variations

Section 2. Holiday schedule

The University observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day

If a holiday occurs during a period of active pay status – which includes an approved sick leave, leave with pay, or vacation – the employee will be paid for the holiday. In order to qualify for holiday pay, an employee must be in an active pay status on regularly-scheduled work days both prior and subsequent to the holiday.

**ARTICLE 27**  
**WORKLOAD**

In accordance with the requirements of Ohio Revised Code §3345.45, the Board has adopted a faculty workload policy consistent with standards developed by the Ohio Board of Regents. Any modification to this policy shall be at the sole discretion of the University in consultation with appropriate constituencies, including the Akron-AAUP.

**ARTICLE 28**  
**SPOUSAL/SAME SEX DOMESTIC PARTNER HIRES**

Section 1. Consideration of spousal/~~same sex domestic~~ partner hiring issues should occur only at the initiative of the candidate for recruitment or retention and with the approval of the Provost, and notice to the President of the Akron-AAUP, or designee. ~~In order for a candidate's same sex domestic partner to be considered, the candidate must~~

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<sup>2</sup> This does not require any given college to provide offerings during every summer session.

~~complete an Affirmation of Same Sex Domestic Partnership, a copy of which is appended to this Agreement.~~

Section 2. The policy will apply only to persons recruited through a national search process. The level of opportunity provided will be based on institutional priorities and need.

Section 3. Levels of opportunity

- A. A second (2<sup>nd</sup>) tenure track position can be created.
- B. A three (3) year term appointment can be created. At the conclusion of the three (3) year term appointment, a tenure track position can be created and a national search can be launched. The spouse/~~same sex domestic partner~~ would have to be the successful candidate to continue.
- C. ~~An instructor~~ A professor of instruction or of practice position of any rank can be created.
- D. If the spouse/~~same sex domestic partner~~ is in the same discipline as the potential hire, a shared position can be created.
- E. ~~A college lecturer position can be created.~~
- F. The University will provide assistance in networking and locating employment opportunities within a fifty (50) mile radius.

Section 4. Considerations of merit and affirmative action

- A. Under no circumstance should a spousal/~~same sex domestic partner~~ appointment jeopardize current or prospective affirmative action searches/lines intended for the goal of increasing diversity.
- B. In the event that a candidate initiates consideration of the appointment of a spouse/~~same sex domestic partner~~ and such consideration includes the creation of a new position, the receiving academic unit bargaining unit faculty members shall make recommendations to the dean and the Provost concerning the following:
  - 1. Merits of the spousal/~~same sex domestic partner~~ candidate in relation to others of comparable rank in the academic unit;
  - 2. The consequences of such an appointment for immediate departmental needs and long-term planning;



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3. Explicit assessment of the affirmative action consequences of such appointments;

**Section 5. Receiving Department**

The department "receiving" the spouse/~~same-sex domestic partner~~ must ~~desire want~~ and need an additional faculty member. A spouse/~~same-sex domestic partner~~ will not be offered an opportunity outside of the potential hire department without the consent of the receiving department.

**Section 6. Hiring Procedures**

If the accommodation includes the creation of a ~~new instructor or tenure-track bargaining unit faculty~~ position, the procedure for hiring the person to fill that position must conform to all provisions of Article 11 (Initial Appointment), with the exception of Section 1 B and C (which refer to the creation of a search committee and its rules). In particular, the bargaining unit faculty of the academic unit in which the new position is created must interview the candidate and vote by secret ballot to recommend his or her appointment.

**Section 7. Same-Sex Domestic Partners**

In the event the United States Supreme Court's decision in *Obergefell v. Hodges* is overruled, the provisions of this Article shall apply equally to same-sex domestic partners as to spouses. In order for a candidate's same-sex domestic partner to be considered, the candidate must complete an Affirmation of Same-Sex Domestic Partnership.

**ARTICLE 29**

**PROFESSOR OF PRACTICE AND PROFESSOR OF INSTRUCTION:  
FULL-TIME NON-TENURE TRACK (NTT) FACULTY**

**Section 1. General Considerations**

Professors of Practice and Professors of Instruction are full-time non-tenure track ~~BUF members~~ (NTT) bargaining unit faculty members. Such faculty may expect continuing employment if they have satisfactory performance reviews and the University identifies a continuing need for their position. If the University's needs change, and subject to Article 15, such positions may be modified or eliminated only at the end of the appointment year for NTT holding Assistant rank or at the end of the fixed-term appointment of NTT at the Associate or Professor ranks. NTT faculty who will not be reappointed shall be notified pursuant to Section 5(C) of this Article.

The procedures and reasons for retrenchment under Article 15 do not apply to the procedures and reasons for termination and non-renewal under this Article 29.

Notwithstanding anything to the contrary in this Agreement, an NTT member at the rank of Associate or above who is not reappointed as a result of a change in the University's needs shall be notified as soon as possible but no later than the end of Spring Semester of the preceding academic year and receive a one-year terminal contract. During that terminal year, the University may assign the NTT member such additional duties as may be reasonable, appropriate and helpful to the University.

Section 2. Title

The title of a Professor of Practice or a Professor of Instruction will be specified in the letter of appointment/reappointment, defined by the purpose for the position for which the BUF-bargaining unit faculty member is hired/retained.

- A. *Professor of Practice* is a full-time NTT BUF-bargaining unit faculty member with practical experience in industry, business, medicine, government, law, and/or other professional fields. The primary purpose of such a position is to share real-world knowledge with students in a classroom or experiential setting in support of degree, certificate, and/or licensure programs. The title may be specific to the BUF-faculty member's expertise—such as “Professor of Clinical Practice,” “Professor of Theatrical Practice,” or “Professor of Engineering Practice.”

Such faculty will have appropriate credentials and background, but need not have a terminal degree in the discipline(s) associated with the academic unit(s) in which they are appointed.

- B. *Professor of Instruction* is a full-time NTT BUF-faculty member with credentials in an academic discipline. The primary purpose of such a position is to teach in a classroom, laboratory or other instructional setting in support of the University's degree, certificate, and/or licensure programs. The title may be specific to the BUF-faculty member's duties, such as “Professor of Clinical Instruction,” “Professor of Theatrical Instruction,” or “Professor of Engineering Instruction.”

Such faculty will have an appropriate academic degree, but need not have a terminal degree in the discipline(s) associated with the academic unit(s) in which they are appointed.

Section 3. Rank

The rank of a Professor of Practice or Professor of Instruction will be specified in the letter of appointment, and defined by the credentials, experience, and/or years of service of the BUF-faculty member.

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- A. *Assistant* rank is the initial rank for NTT faculty, and is defined by credentials and experience that meet the minimum requirements for the position, and less than five years of relevant service in or outside of the University. (Example: “Assistant Professor of Practice” or “Assistant Professor of Instruction.”)
- B. *Associate* rank is the intermediate rank for NTT faculty, and is defined by credentials and experience that are greater than the minimum requirements for the position, and more than five years of relevant service in or outside of the University. (Example: “Associate Professor of Practice” or “Associate Professor of Instruction.”)
- C. *Professorial* rank is the highest rank for NTT faculty, and is defined by credentials and experience that are far superior to the minimum requirements for the position, and more than nine years of relevant service in or outside of the University. (Example: “Professor of Practice” or “Professor of Instruction.”)

### Section 4. Appointment, Reappointment, and Promotion

- A. All NTT faculty initial letters of appointment or subsequent letters of reappointment will contain the specific duties assigned to them. Each faculty member’s load will be made up of one or more of the following: including sharing expertise with students, teaching, instructional supports, scholarship, and service or research activities. It is expected that the bulk of their duties will be sharing expertise with and/or teaching students. The appointment and reappointment letter shall specify the term of employment, and shall be approved by the dean, in consultation with the academic unit administrator/chair/director.
  - 1. Service or administrative activities of a recurring or short-term but time-intensive nature shall receive workload credit and/or a stipend. Examples of such activities include coordinating/directing a program, serving as an academic advisor to a substantial number of students, overseeing program accreditation report writing, and overseeing curriculum review. Accordingly, no NTT faculty member shall be compelled to engage in service or administrative activities of a recurring nature or short-term but time-intensive nature without the faculty member receiving workload credit and/or a stipend.
  - 2. All NTT faculty, including those who are on a 100% teaching contract, are free to engage in service or scholarly activities on a voluntary basis. Faculty participation in duties not described in the letter of appointment shall not in itself lead to negative merit or retention/promotion decisions.

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- B. All NTT reappointments and promotions are subject to the evaluation process outlined below and contingent upon the duties specified in the current letter of appointment.
- C. Duties specified in letter of appointment may be amended within the term of employment by mutual consent of the faculty member and the academic unit chair/director. A faculty member may request and initiate such an adjustment in duties by a written request to the academic unit's chair/director. When a requested adjustment is not approved, the BUF faculty member shall receive a written explanation as to the specific reason(s).
- D. NTT BUF members at the assistant rank shall be reappointed annually, subject to the evaluation process outlined below.

After ~~three~~ annual performance reviews in (years 1 through 2 and 3) and a performance review of a three-year term of annual appointments (years 4 through 6) that yield a satisfactory evaluation, an NTT faculty member shall be promoted to associate rank upon receiving a favorable recommendation. During years 4 through 6, the unit chair/direction will provide the faculty BUF member with written feedback on their progress toward promotion to the associate rank. In cases of exceptional performance by an NTT at the assistant rank, the NTT member's chair or director may request that the Dean and the Provost permit the NTT faculty member to apply for promotion to associate rank in year 4.

After six (6) years, if a faculty BUF member at assistant rank has promotional evaluations that are unsatisfactory, the member's employment shall terminate at the conclusion of the 6<sup>th</sup> year.

After six (6) years, if the faculty BUF member's promotional evaluation is satisfactory, but is not recommended for promotion, he or she shall receive a one-year extension of the appointment term and shall be subject to the promotional evaluation procedures for that year. Upon the expiration of the one-year extended term, if the faculty BUF member is recommended for promotion, the member shall be promoted to the associate rank. If the faculty BUF member is not recommended for promotion, the member's employment shall terminate at the conclusion of the extended term.

- E. NTT faculty at the associate rank shall be appointed for a three (3) year fixed-term renewable appointment, with a presumption that the BUF member will be renewed unless his or her performance is unsatisfactory or the University's needs have changed. During the term of such appointments, the faculty BUF member may be terminated only for just cause and by means of due process pursuant to Article 14, or pursuant to Article 15. During the term

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of such appointments, the unit chair/director will provide the faculty BUF member with written feedback on their progress toward promotion to the senior rank.

- F. NTT faculty at the associate rank with a satisfactory performance evaluation and a recommendation for promotion shall be promoted to professorial rank. NTT faculty at the associate rank with a “satisfactory” performance evaluation but who are not recommended for promotion shall be reappointed to another three (3) year term at the associate rank unless the University’s needs have changed.
- G. ~~NTT faculty promoted members at the~~ to professorial rank shall be appointed for a five (5) year fixed-term renewable appointment and reappointed for successive five (5) year terms unless with a presumption that the BUF member will be reappointed unless his or her performance is has been previously documented to be unsatisfactory or the University’s needs have changed position is being eliminated because it is no longer needed. During the term of such appointments, the faculty BUF member may be terminated only for just cause and by means of due process pursuant to Article 14, or pursuant to Article 15. During the term of such appointments, the academic unit ~~administrator chair/director will~~ shall annually provide the faculty BUF member with written feedback on their performance in memorandum form distinct from the annual merit evaluation. The faculty BUF member shall have the opportunity to respond to all written feedback.
- H. If an NTT faculty of professorial rank has been documented by the academic unit administrator as having unsatisfactory performance as prescribed above, the academic unit administrator shall initiate an evaluation by the appropriate NTT Evaluation Committee during the Spring Semester of the final year of the five (5) year term. This evaluation shall be conducted in accordance with the procedures prescribed in Article 29, Section 5.
- I. Continued reappointment of NTT faculty for longer than six (6) years shall not constitute de facto tenure.

### Section 5. Reappointment and Promotion Process

- A. Except as otherwise provided in this Article, a ~~University-wide~~ All academic units shall follow the procedures for reappointment and promotion in Article 13, Section 8-6(B)-(F) and adhere to the timelines set forth below when conducting a performance evaluation, or considering a reappointment or promotion application.
- B. Process for Promotion

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1. An application for promotion to associate or ~~senior-professorial~~ ranks shall be submitted by the NTT faculty member to the academic unit NTT Evaluation Committee, in accordance with the procedures of that committee.
2. The NTT Evaluation Committee shall submit its recommendation to the academic unit chair/director. The committee's recommendation may be "unsatisfactory," "satisfactory" or "superior" performance. At appropriate times, the recommendation shall also include "not recommended for promotion," or "recommended for promotion."
3. The NTT Evaluation Committee's recommendation shall include commentary on the faculty member's performance, including suggestions for achieving promotion (if appropriate). The committee's recommendation shall be provided to the faculty member.
4. The NTT Evaluation Committee shall submit to the academic unit chair/director its favorable or unfavorable recommendation.
5. The academic unit chair/director shall consider the NTT Evaluation Committee's recommendation as well as his or her own evaluations and make a recommendation to the dean regarding promotion.

The dean shall independently review the recommendations and make his or her own recommendation regarding promotion to the Provost, who shall have the final determination in his or her sole discretion regarding ~~reappointment/promotion/renewal~~ subject to formal Board approval. ~~Negative decisions regarding promotion/renewal may be appealed to the Provost, after which the decision will be final, subject to Section J.~~

6. At all levels of review, a written copy of the recommendation shall be distributed to the candidate and all prior reviewing entities.

**C. Schedule of Reappointment and Promotion**

<b>NTT Faculty Appointment Year (inclusive of previous part-time service at U of A)</b>	<b>Actions Required</b>
1 <sup>st</sup> Full Academic Year	<del>Fall Semester: On or before the last instructional day NTT faculty seeking reappointment for the next AY send letters of intent to academic unit chairs/directors or deans in colleges without departments.</del>

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	<p><b>Spring Semester:</b> Faculty dossier/files in support of reappointment are due to the chair of the evaluation committee by the end of week 2.</p> <p>Department/Unit Evaluation committee completes evaluation by end of week 6.</p> <p>Faculty members who are not to be reappointed shall be informed on or before the last day of week 12 of the spring semester.</p>
<p align="center">2<sup>nd</sup> Full Academic Year</p>	<p><b>Fall Semester:</b> On or before the last instructional day NTT faculty seeking reappointment for the next AY send letters of intent to academic unit chairs/directors or deans in colleges without departments.</p>
	<p><b>Spring Semester:</b> Faculty dossier/files in support of reappointment are due to the chair of the evaluation committee by the end of week 2.</p> <p>Department/Unit Evaluation committee completes evaluation by end of week 6.</p> <p>Faculty members who are not to be reappointed shall be informed on or before the last day of week 12 of the spring semester.</p>
<p align="center">3<sup>rd</sup> Full Academic Year</p>	<p><b>Fall Semester:</b> On or before the last instructional day NTT faculty seeking reappointment for the next AY send letters of intent to academic unit chairs/directors or deans in colleges without departments.</p>
	<p><b>Spring Semester:</b> Faculty dossier/files in support of reappointment are due to the chair of the evaluation committee by the end of week 2.</p> <p>Department/Unit Evaluation committee completes evaluation by end of week 6.</p> <p>Reappointment is to a three-year term of annually renewable appointments.</p> <p>Faculty members who are not to be reappointed shall be informed on or before the last day of week 12 of the spring semester.</p>
<p align="center">4<sup>th</sup> and 5<sup>th</sup> Full Academic Years</p>	<p><b>Fall Semester:</b> On or before the last instructional day NTT faculty seeking reappointment for the next AY send</p>



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	<p>letters of intent to academic unit chairs/directors or deans in colleges without departments.</p> <p><b>Spring Semester:</b> No evaluation required, however chairs/directors must provide written feedback to NTT. Department Chair/Dean initiates reappointment process.</p> <p>Faculty members who are not to be reappointed shall be informed on or before the last day of week 12 of the spring semester.</p>
<p align="center">6<sup>th</sup> Full Academic Year</p>	<p><b>Fall Semester:</b> On or before the last instructional day, NTT faculty seeking reappointment for the next AY at the rank of Associate Instructor or Associate Professor NTT send letters of intent to academic unit chairs/directors or deans in colleges without departments.</p> <p><b>Spring Semester:</b> Faculty dossier/files in support of reappointment and promotion are due to the chair of the evaluation committee by the end of week 2.</p> <p>Department/Unit Evaluation committee completes evaluation of performance in year 6 by end of week 6.</p> <p><b>Reappointment in year 7 will be at the rank of Associate Professor of Instruction or Associate Professor of Practice for a three year fixed term renewable appointment.</b></p> <p>If the Member's promotional evaluation is unsatisfactory, the Member's ___ employment shall terminate at the conclusion of the term. If the Member's promotional evaluation is "satisfactory but not recommended for promotion," the member shall receive a one year extension of the appointment term and shall be subject to the promotional evaluation procedures that year. Upon the expiration of the one year extended term, and provided the Member meets the promotional criteria, the Member shall be promoted to Associate Professor of Instruction or Associate Professor of Practice.</p> <p>If the Member does not meet the criteria for promotion, the Member's employment shall terminate at the conclusion of the extended term.</p>
<p align="center">7<sup>th</sup> and 8<sup>th</sup> Full Academic Years</p>	<p><b>Fall Semester:</b> Reappointment in year 7 is at Rank of Associate Professor of Instruction or Associate Professor of Practice for a three (3) year fixed term,</p>



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	<p>renewable appointment, excepting those faculty who are appointed for a one-year additional term as described above.</p>
	<p><b>Spring Semester:</b> No evaluation required. Department Chair/Dean initiates reappointment process.</p> <p>Faculty members who are not to be reappointed and promoted shall be informed on or before the last day of week 12 of the spring semester.</p>
<p align="center">9<sup>th</sup> Full Academic Year</p>	<p><b>Fall Semester:</b> On or before last instructional day Associate Professors of Instruction and Associate Professors of Practice seeking reappointment for the next AY or seeking reappointment and promotion to the rank of Senior Professor of Instruction or Senior Professor of Practice send letters of intent to academic unit chairs/directors or deans in colleges without departments.</p>
	<p><b>Spring Semester:</b> Faculty dossier/files in support of reappointment and promotion are due to the chair of the evaluation committee by the end of week 2.</p> <p>Department/Unit Evaluation committee completes evaluation of performance in year 9 by end of week 6. Faculty members who are not to be reappointed or promoted shall be informed on or before the last day of week 12 of the spring semester.</p>
<p align="center">10<sup>th</sup> Full Academic Year</p>	<p><b>Fall Semester:</b> Rank of Senior Professor of Instruction or Senior Professor of Practice, if approved, is in effect. The term of appointment shall be a five (5) year fixed-term renewable appointment.</p> <p>Associate Professors of Instruction and Associate Professors of Practice who are reappointed but not promoted will receive a three (3) year fixed-term renewable appointment.</p> <p>Associate Professors of Instruction and Associate Professors of Practice who intend to seek promotion to the rank of Senior Professor of Instruction and Senior Professor of Practice in the next academic year send letters of intent by the last instructional day of the semester to academic unit chairs/directors or deans in colleges without departments.</p>

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	<p><b>Spring Semester:</b> No evaluation required unless Associate Professors of Instruction and Associate Professors of Practice seek promotion to rank of Senior Professor of Instruction or Senior Professor of Practice. In such cases faculty dossier/files in support of promotion are due to the chair of the evaluation committee by the end of week 2 and the department/unit evaluation committee completes evaluation by end of week 6.</p>
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Subsequent to the years itemized here, performance reviews/evaluations are conducted in the Spring Semester of the final year of a three (3) or five (5) year fixed-term of appointment. Associate Professors of Instruction and Associate Professors of Practice who have not been promoted to the highest rank in year 10 may apply for such promotion in any subsequent year.

<u>Date(s)</u>	<u>Action required</u>
<u>By March 15</u>	<u>Academic unit chairs/directors hold organizational meetings to elect chairs of the NTT Evaluation committees</u>
<u>By April 1</u>	<u>Academic unit chairs/directors send letters of notification to candidates</u>
<u>By April 15</u>	<u>Candidates send letters of intent to academic unit chairs/directors</u>
<u>Friday of week two (2) of fall semester</u>	<u>Candidates submit full applications</u>
<u>Friday of week six (6) of fall semester</u>	<u>Committees send recommendations to candidate, academic unit chairs/directors</u>
<u>Friday of week eight (8) of fall semester</u>	<u>Academic unit chairs/directors send recommendations to candidates and deans</u>
<u>Friday of week sixteen (16) of the fall semester</u>	<u>Deans forward negative recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs</u>
<u>Friday of week two (2) of spring semester</u>	<u>Deans forward positive recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs</u>
<u>Friday of week five (5) of spring semester</u>	<u>Provost forwards negative recommendations to candidates, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs</u>
<u>First (1<sup>st</sup>) Wednesday in April, usually</u>	<u>Provost forwards positive recommendations to the President and the Board, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs</u>

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<u>Fourth (4<sup>th</sup>) Wednesday in April, usually</u>	<u>Board votes on recommendations</u>
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D. In the event that the deadline for completion of a step cannot be met, a request for extension and supporting rationale shall be forwarded to the academic unit chair/director, dean, or Provost prior to said deadline. The request and rationale shall be included in the candidate's file.

1. The academic unit chair/director, dean, or Provost shall accept or reject the request for extension within one (1) week of its receipt. Rationale for the decision shall be included in the candidate's file.

2. Extension of the deadline at any level does not automatically extend future deadlines.

DE. The criteria to be considered for evaluation for reappointment and promotion are found in the letters of appointment/reappointment and as those described in Article 13, Section 3(b) for tenure track faculty, if relevant. If an Assistant Professor of Instruction or an Assistant Professor of Practice is not required to engage in research activities, those criteria will not apply. Professional activities submitted by the faculty member shall be considered in the evaluation, including the achievement of additional credentials, such as a relevant terminal degree.

EF. ~~It is not necessary for departments and~~ By majority vote of the bargaining unit faculty, Academic units that have non-tenure track faculty members shall compose adopt additional formal guidelines for evaluation and promotion of non-tenure-track faculty in accordance with the schedule for approval and revisions of RTP guidelines prescribed in Article 13, Section 6(A)(3). The specific duties of each NTT faculty member are to be identified in each appointment letter and may differ among faculty members and from year to year according to the needs of the academic unit. The duties specified in current the letter of appointment form the basis for evaluation of NTT faculty.

FG. ~~All tenured faculty and a~~ In each department or school, all NTT faculty of a higher rank and all tenured faculty in the academic unit shall constitute the NTT Evaluation Committee. For academic units with fewer than three (3) tenured and NTT faculty of a higher rank and tenured faculty, eligible faculty from outside the academic unit shall be added so that the committee has three (3) members. The process used to identify these outside members is the same as is used in the RTP process, Article 13, in accordance with the same college rules. These outside members may be tenured faculty or NTT faculty of higher rank or tenured faculty. The academic unit chair/director

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shall call an organizational meeting where the committee shall elect a chair from its members.

- G.H. The candidate's file shall include evidence of teaching performance, as described in Article 13, Section 3(~~E~~B.1.e. and f.), and shall include evidence of service and scholarly achievement if such duties are listed in the current letter of appointment.
- H.I. There is no external review process for reappointment or promotion of NTT faculty.

### Section 6. Extending the Promotion Clock

In the event that an NTT bargaining unit faculty member either:

- (i) has a serious illness or disability, or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child or newly placed foster child, or immediate family member (as defined in Article 17, Section A.1.c.) who has a serious illness or disability; or
- (ii) is called to active military duty;

for eight (8) weeks or more, the affected faculty member may promptly (within the earlier of six (6) months from the beginning of the leave or sixty (60) calendar days after returning to work) request and upon such request shall automatically be granted a one (1) year extension of the probationary period. The faculty member's request need only provide the basic facts and documentation to establish that one of the above events occurred and when it occurred. Any such leave must occur prior to submitting the letter of intent for promotion to the associate rank.

In any other cases where there are clearly documented extenuating circumstances, the period prior to seeking a promotion to the associate rank may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost.

### Section 7. Credit For Past Service

Former part-time instructors and visiting faculty with teaching experience at the University who have been hired into full-time NTT service shall be credited with equivalent full-time years of service at the rate of twenty-four (24) credit hours per year. This credit shall be used only for scheduling the performance evaluations. For example, an individual with fifty (50) credit hours of teaching experience hired as Assistant professor NTT shall be

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credited with two years of experience and shall undergo the second initial performance review in their first (1<sup>st</sup>) year of full-time service. Similarly, an individual with only twenty-three (23) credit hours of teaching experience is not credited with any prior experience.

### Section 78. — Annual Merit Evaluation

~~All NTT faculty may submit evidence of service and research/scholarship in their annual merit self-assessment reports even if such activities are not assigned in the letter of appointment. Credit for such additional activities shall be awarded to the same fashion as for tenured and tenure-track faculty per the academic unit's merit evaluation guidelines, but cannot be substituted for evaluation of the duties assigned in the letter of appointment.~~

Section 889. Nothing in this Agreement shall create either special advantage for or detriment to faculty in applying for appointment to available tenure-track positions for which they are qualified. All NTT faculty may apply and compete for such opportunities as they become available on the same basis as all other qualified candidates from within or outside the University, and without jeopardy to the appointment he/she currently holds.

Similarly, nothing in this Agreement shall either guarantee, or preclude the University from offering, a tenure-track appointment to an NTT faculty member during the term of his/her appointment, consistent with the fulfillment of the criteria, procedures and policies for making appointments to such positions.

### Section 9. — First Implementation of Changes to NTT Faculty Positions

~~All current NTT faculty shall be reclassified as Professors of Practice or Professors of Instruction, with comparable rank, as of Fall semester 2016.~~

~~After consultation with the BUF members and the individual NTT faculty, the unit chair/director shall recommend the reclassification of all current NTT in the unit. Individual NTT faculty may petition the unit chair/director for reclassification to a different title and/or rank based upon the faculty member's credentials, experience, and length of service in or outside of the University.~~

~~If disputes arise about reclassification, a special joint labor/management committee shall meet to resolve the dispute.~~

~~Current terms of appointment for NTT faculty will continue unchanged until the next reappointment cycle at which time sections F and G will apply. No current NTT faculty will receive reduced compensation as part of this implementation.~~

Section 910. NTT faculty shall have the same bases of appeal – procedural error or inadequate consideration – as are set forth in Section 9 of Article 13. In addition,

nonrenewal due to changes in the University's needs must be demonstrated and is subject to the appeal process.

**ARTICLE 30**  
**BRANCH CAMPUSES**

Section 1. Faculty

Branch campus bargaining unit faculty, as members of the University bargaining unit, shall be held to all rules and regulations and afforded all benefits, applicable to all other colleges, as defined in this Agreement.

Section 2. Parking

Branch campus bargaining unit faculty will not be required to pay for parking permits.

Section 3. Academic Administrators

Academic administrator appointments at a branch campus will be made consistent with Article 10 (Governance) of this Agreement. Academic administrator appointments at the branch campus will be reviewed consistent with Article 10 (Governance) of this Agreement.

Section 4. Retrenchment

A branch campus shall be considered as a college of the University and subject to retrenchment as defined in Article 15 (Retrenchment) of this Agreement.

**ARTICLE 31**  
**PAST PRACTICES**

Except as set forth in this Agreement, the University and the Akron-AAUP shall not be obligated to continue any practice, policy or benefit that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice, policy or benefit shall not be considered as creating an obligation to continue that or any other practice, policy or benefit. However, the University agrees that any discontinuance or modification of a practice, policy or benefit that is not set forth in this Agreement, that affects a number of bargaining unit members in more than one department, will be developed and implemented only after due consultation with and advice of appropriate faculty bodies. Should no agreement be reached on any discontinuance or modification proposed, the University may implement the same only after engaging in effects bargaining with the Akron-AAUP.

**ARTICLE 32**

**SEPARABILITY**

Section 1. Shall any portion of this Agreement be found by a duly constituted court or regulatory authority to be in conflict with applicable law or public regulation, from which no appeal can be taken, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall commence good faith bargaining for replacement language.

Section 2. The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

Section 3. If any provision of this Agreement that is rendered null and void by operation of Section 1 of this Article is subsequently rendered valid (a) by a duly constituted court or regulatory authority (*i.e.*, by reversal on appeal or by virtue of a court decision being overruled), or (b) by the amendment, abolishment or enactment of a statute(s) or regulation(s), then the original provision shall be reinstated, notwithstanding that the parties may have agreed to replacement language in the interim time period. In that event, the replacement language shall be superseded and rendered null and void by the reinstated provision.

Section 4. For purposes of this Article the Board shall not be considered a regulatory authority.

**ARTICLE 33**  
**DURATION AND NEGOTIATION PROCEDURE**

Section 1. This Agreement shall be effective upon the ratification of the same by the Akron-AAUP's membership and approved by the University of Akron's Board, retroactive for compensation purposes, to July 1, ~~2014~~2020, and shall continue in full force and effect through ~~December 31, 2020~~June 30, 2026, and will continue from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary of such date) that a modification or termination of this Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Akron-AAUP will meet for the purpose of negotiation and will commence consideration of proposed changes or modification to the Agreement not earlier than ~~July~~January 1, 2020-2026 and not later than one hundred twenty (120) days prior to the expiration date of the Agreement (or subsequent annual anniversary of such date). The University and Akron-AAUP will attempt to agree in advance as to who shall be the mediator/fact-finder.

Section 2. In the event that either party provides timely notice of a desire to terminate or modify this Agreement, in accordance with Section 1 above, the following terms and procedures shall apply to the parties' negotiations and dispute resolution.

**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 156**

- A. The University and the Akron-AAUP shall each select its own collective bargaining committee of not more than six (6) members, including one Chief Negotiator for each side. In the event that either the University or the Akron-AAUP plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than seven (7) persons, inclusive of resource persons, at any negotiating session.
- B. Negotiation sessions will be conducted as frequently as the parties determine, consistent with each party's obligation to negotiate in good faith. If either party is unable to attend a scheduled session, at least twenty-four (24) hours' notice shall be given to the other party, unless twenty-four (24) hours' notice is impracticable due to exigent circumstances, in which case notice shall be given as soon as practicable.
- C. All negotiating sessions will be held at the Student Union Center unless mutually agreed otherwise. There will be no smoking in the room in which the parties actually conduct negotiations.
- D. Each party will provide an electronic copy and sufficient written copies of its proposals and other materials for everyone anticipated to be present.
- E. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreements shall be subject to ratification by the Akron-AAUP membership and subject to the approval of the Board. Any tentative agreements reached shall be drafted and initialed by the Chief Negotiators, but shall not become effective until a full contract is finally approved and executed unless otherwise agreed between the parties as to specific issues.
- F. All negotiations will be done in private in accordance with Ohio Revised Code Section 4117.21.
- G. Each side is responsible for taking its own notes during negotiations. There will be no recordings, official minutes, mechanical, stenographic or verbatim notes of the sessions permitted.
- H. Each party agrees that each committee shall have the right to caucus upon request, providing the committee requesting the caucus advises the other committee of the expected length of the requested caucus.
- I. The two (2) Chief Negotiators may meet in private to review progress of negotiations and to explore alternatives which may be fruitful at the bargaining table.



**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 157**

- J. This section constitutes the parties' sole and exclusive mutually agreed dispute (MAD) settlement procedure. The parties agree to utilize the statutory dispute settlement procedure as set forth in Ohio Revised Code § 4117.14, except with respect to the following:
1. That the Federal Mediation and Conciliation Service (FMCS) will be used in lieu of a mediator selected by the State Employment Relations Board;
  2. That fact finding may be initiated by either side at any time after mediation is attempted and after the parties have mediated in good faith for at least thirty (30) days;
  3. If fact finding is requested by either side the parties shall request from SERB a list of fact finders (unless the parties have previously agreed to a fact finder, who has agreed to serve consistent with this MAD) and a fact finder shall be selected within two (2) weeks of receipt of the list of fact finders from SERB utilizing the procedures in Ohio Revised Code § 4117.14;
  4. That the fact finding hearing shall be conducted in accordance with Ohio Revised Code § 4117.14, subject to the provisions of this Agreement;
  5. That the fact finding hearing shall be scheduled within four (4) weeks of the appointment of the fact finder by SERB; and
  6. That the rejection deadline date for any fact finder's report shall occur the later of (1) fourteen (14) days following said report's delivery; or (2) fourteen (14) days after classes begin for spring or fall academic semester.

Section 3. The University may seek to modify any provision of this Agreement prior to its expiration only if immediate action is required due to (1) exigent circumstances that were unknown at the time of negotiations; or (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such event the University shall immediately so notify the Akron-AAUP and the parties shall meet and negotiate in good faith, including providing relevant information and documents, and attempt to reach agreement. If agreement cannot be timely reached, as either side may determine, then either side may submit the dispute to arbitration pursuant to Article 12, infra.

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APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 159

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be made effective this 1<sup>st</sup> day of ~~July, 2015~~January, 2021.

THE UNIVERSITY OF AKRON

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_  
George S. Crisci, Esq.      Date  
Chief Negotiator/Legal Counsel

By: \_\_\_\_\_  
Richard L. Londrville, Ph.D.      Date  
Chief Negotiator

By: \_\_\_\_\_  
Rex D. Ramsier, Ph.D.      Date  
Vice Provost and Director of  
Academic Administrative  
Services/Negotiator

By: \_\_\_\_\_  
Toni L. Bisconti, Ph.D.      Date  
Negotiator

By: \_\_\_\_\_  
Edward A. Evans, Ph.D.      Date  
Negotiator

By: \_\_\_\_\_  
Sidney C. Foster Jr., Esq.      Date  
Negotiator/Associate Provost for  
Faculty Relations

By: \_\_\_\_\_  
Stephanie M. Yuhas, Esq.      Date  
Negotiator

By: \_\_\_\_\_  
Mark Stasitis, Esq.      Date  
Assistant General  
Counsel/Negotiator

By: \_\_\_\_\_  
William D. Rich      Date  
Negotiator

By: \_\_\_\_\_  
Sarah Moore, Esq.      Date  
Negotiator/Legal Counsel

By: \_\_\_\_\_  
Eben O. McNair, IV, Esq.      Date  
Negotiator/Legal Counsel

By: \_\_\_\_\_  
Jessica Monroe, Esq.      Date  
Negotiator/Legal Counsel

ATTACHMENT #1

A description of these insurance benefits is set forth in this plan description. The actual plan document is written in much more technical and precise language. If the non-technical language of the attached plan description and the technical language of the plan document conflict, the language of the plan document shall govern.

**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 161**

2021 Medical & Prescription Drug Plan Summary and Comparison<sup>3</sup>

Covered Service <sup>4</sup>	PPO Gold		PPO Blue	
	In Network	Out of Network	In Network	Out of Network
Office Visit <sup>5</sup>	\$25	Subject to Deductible & 35% Coinsurance	\$30	Subject to Deductible & 45% Coinsurance
Specialist Physicians	\$35	Subject to Deductible & 35% Coinsurance	\$45	Subject to Deductible & 45% Coinsurance
Urgent Care	\$50	Subject to Deductible & 35% Coinsurance	\$70	Subject to Deductible & 45% Coinsurance
Emergency Room	<i>If admitted to the hospital from the emergency room, co-pay waived.</i>			
	\$100	Subject to Deductible & 35% Coinsurance	\$140	Subject to Deductible & 45% Coinsurance
Employee Coinsurance	15%	35%	25%	45%
Deductible (Single/Family)	\$400/\$800	\$800/\$1,600	\$600/\$1,200	\$1,200/\$2,400
Annual Out-of-Pocket Max (Single/Family)	\$2,500/\$5,000	\$5,000/\$10,000	\$4,500/\$9,000	\$9,000/\$18,000

Prescription Drugs <sup>6</sup>	Retail (30 Day Supply)	Mail Order (90 Day Supply)	Retail (30 Day Supply)	Mail Order (90 Day Supply)
Generic Prescription Drugs (Tier 1)	\$10	\$25	\$12	\$30
Preferred Brand Prescription Drugs (Tier 2)	25% (\$70 Max)	25% (\$175 Max)	30% (\$85 Max)	30% (\$225 Max)
Non-Preferred Brand Prescription Drugs (Tier 3)	35% (\$85 Max)	35% (\$175 Max)	40% (\$125 Max)	40% (\$250 Max)
Specialty Prescription Drugs (Tier 4)	30% (\$125 Max)	--	35% (\$150 Max)	--

<sup>3</sup> This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

<sup>4</sup> Eligibility Provisions: Initial Eligibility 1st of month following date of hire. Spouses with access to subsidized health coverage through own employment, where employer contributes at least 50% or more of cost, are restricted to secondary University coverage allowance.

<sup>5</sup> This co-pay applies to family practitioners, general practitioners, obstetricians, and gynecologists, pediatricians, and "minute clinic" facilities

<sup>6</sup> All prescription drug coverage includes: hard mandatory generic, step-therapy for select medications and quantity limits for select medications

**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 162**

2021 Dental Plan Summary<sup>7</sup>

<u>Dental Services</u>	
<u>Deductible</u>	<u>\$50 Per person/\$100 Family for basic and major services.</u>
<u>Annual Benefit Maximum</u>	<u>\$1,250 Per person for all services</u>
<u>Diagnostic and Preventative</u>	<u>100%</u>
<u>Basic Services</u>	<u>70%</u>
<u>Major Services</u>	<u>50%</u>
<u>Orthodontic Services</u>	
<u>Orthodontia (children up to age 19)</u>	<u>50%</u>
<u>Orthodontia Lifetime Benefit Maximum</u>	<u>\$1,000 lifetime maximum</u>

2021 Vision Plan Summary<sup>8</sup>

<u>Vision Services</u>		
<b><u>In Network</u></b>		
<u>Well Vision Exam</u>	<u>\$10 copay</u>	<u>plan year</u>
<u>Prescription Glasses</u>	<u>\$15 copay</u>	<ul style="list-style-type: none"> <li><u>Every plan year</u></li> <li><u>Every other plan year</u></li> </ul>
<ul style="list-style-type: none"> <li><u>Lenses</u></li> <li><u>Frames</u></li> </ul>	<u>Single vision, lined bifocal, and lined trifocal lenses standard progressive lenses, Polycarbonate lenses, Scratch-resistant coating</u>  <u>\$140 Allowance, 20% off amount over allowance</u>	
<u>Contact Lenses (Instead of glasses)</u>	<u>No copay. \$140 allowance for contacts. 15% off contact lens exam and fitting.</u>	
<u>Laser Vision Correction</u>	<u>Average 15% off the regular price or 5% off the promotional price from contracted facilities.</u>	
<b><u>Other Providers</u></b>		
<u>You get the best value from your benefit when you see a VSP doctor. If you see a non-VSP provider, you'll typically pay more out-of-pocket. You'll pay the provider in full and have 6 months to submit a claim to VSP for partial reimbursement less copays. Before seeing a non-VSP provider, call us at 800-877-7195.</u>		
<b><u>Maximum Reimbursement Amounts</u></b>		
<u>Well Vision Exam</u>	<u>Up to \$35</u>	
<u>Prescription Glasses</u>	-- <ul style="list-style-type: none"> <li><u>Single vision: up to \$25</u></li> <li><u>Lined bifocal: up to \$40</u></li> <li><u>Lined trifocal: up to \$55</u></li> <li><u>Up to \$45</u></li> </ul>	
<u>Contact Lenses</u>	<u>Up to \$105</u>	
<u>Laser Vision Correction</u>	<u>None</u>	

<sup>7</sup> This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

-Eligibility Provisions: Initial Eligibility 1st of month following date of hire. Spouses with access to subsidized health coverage through own employment, where employer contributes at least 50% or more of cost, are restricted to secondary University coverage allowance.

-No cash incentive for opt out

<sup>8</sup> This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

-Eligibility Provisions: Initial Eligibility 1st of month following date of hire.

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2021 Life Plan Summary<sup>9</sup>

<b>Life Insurance</b>	
<u>'Basic' Active/Life/AD&amp;D Insurance Benefit</u>	<u>Life and AD&amp;D Insurance is provided by the University for two times your annual salary up to \$100,000</u>
<u>Minimum Basic Benefit</u>	<u>N/A</u>
<u>Maximum Basic Benefit</u>	<u>\$100,000</u>
<u>Optional Coverage (fully contributory)</u>	<u>Up to 5 times annual salary</u>
<u>Evidence of Insurability requirement</u>	<u>Over \$500,000 in coverage; subject to insurer requirements</u>
<u>Maximum Overall Benefit</u>	<u>\$1,000,000</u>

2021 Disability Summary<sup>10</sup>

<b>Long Term Disability</b>	
<u>Basic LTD Benefit</u>	<u>6-month elimination</u> <u>This plan provides 60% salary replacement up to a monthly maximum of \$5,000.</u>
<u>Optional LTD Benefits (fully contributory)</u>	<u>6-month elimination</u> <u>This plan provides 70% salary replacement up to a monthly maximum of \$6,000</u>
<u>Pre-existing Condition Limitation</u>	<u>This plan is subject to 3/12 pre-existing condition limitation, subject to insurer requirements</u>
<u>Own Occupation Limit</u>	<u>24 months</u>

<b>Short Term Disability</b>	
<u>Elimination Period</u>	<u>14 days injury</u> <u>28 days illness</u>
<u>Benefit Amount</u>	<u>60% salary replacement up to a maximum weekly benefit of \$1,400</u>
<u>Benefit Duration</u>	<u>For disability due to an injury: 24 weeks</u> <u>For disability due to a sickness: 22 weeks</u>
<u>Pre-Existing Condition Limitation</u>	<u>This plan is subject to a 12/12 pre-existing condition limitation.</u>
<u>Employee Contributions</u>	<u>Fully contributory</u>

<sup>9</sup> This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.  
Eligibility Provisions: Initial Eligibility 1st of month following date of hire.  
-No cash incentive for opt out

<sup>10</sup> This chart has been prepared by The University of Akron to provide a very broad overview of plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail. Eligibility Provisions: Initial Eligibility 1st of month following date of hire.

## ~~ATTACHMENT #1~~

~~A description of these insurance benefits is set forth in this summary plan description. The actual plan document is written in much more technical and precise language. If the non-technical language of the attached summary plan description and the technical language of the plan document conflict, the language of the plan document shall govern.~~



2016 Medical & Prescription Drug Plan Summary and Comparison<sup>11</sup>  
The University of Akron

Covered Service <sup>12</sup>	PPO-Gold-90		PPO-Blue-80	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Office-Visit <sup>13</sup>	\$20	70% of UCR after deductible	\$25	60% of UCR after deductible
Specialist Physicians	\$25	70% of UCR after deductible	\$35	60% of UCR after deductible
Urgent Care	\$35	70% of UCR after deductible	\$50	60% of UCR after deductible
Emergency Room	<i>If admitted to the hospital from the emergency room, co-pay waived.</i>			
	\$75	70% of UCR after deductible	\$100	60% of UCR after deductible
Deductible (Single/Family)	\$200/\$400	\$400/\$800	\$400/\$800	\$800/\$1,600
Annual Out-of-Pocket Max (Single/Family)	\$1,500/\$3,000	\$3,000/\$6,000	\$3,000/\$6,000	\$6,000/\$12,000
Lifetime-Benefit Maximum	Unlimited			
Anesthesia	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Allergy-Testing	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Ambulance Services	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Behavioral Health Services—Inpatient	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Behavioral Health Services—Outpatient	\$20	70% of UCR after deductible	\$25	60% of UCR after deductible
Behavioral Health Services—Partial Hospitalization	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Diagnostic-Testing	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Durable Medical Equipment	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Home Health Care Services	<i>Home Health care Services are limited to 120 days per year.</i>			
	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Hospice-Care <sup>14</sup>	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Immunization <sup>15</sup>	100%	70% of UCR after deductible	100%	70% of UCR after deductible
In-Hospital Physician visits	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible

<sup>11</sup> This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

<sup>12</sup> Eligibility Provisions: Initial Eligibility 1st of month following date of hire. Spouses with access to subsidized health coverage through own employment, where employer contributes at least 50% or more of cost, are restricted to secondary University coverage allowance.

<sup>13</sup> This co-pay applies to family practitioners, general practitioners, obstetricians, and gynecologists, pediatricians, and “minute clinic” facilities.

<sup>14</sup> Life expectancies 6 months or less

<sup>15</sup> See Immunization eligibility list for immunizations covered at 100%. Guided by Advisory Committee on Immunization Practices of CDC

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Inpatient Hospitalization	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Medications— Outpatient <sup>16</sup>	<i>Some medications are covered under the prescription drug plan, not medical insurance plan. Contact EnVisionRx Options and ZZZ for more information.</i>			
	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Outpatient Procedures	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Pre-Admission Testing	90% after deductible	70% of UCR after deductible	80% of UCR after deductible	60% of UCR after deductible
Prescription Drug	<i>Prescription Drugs coverage is provided under all medical plans and administered by EnVisionRx Options. See chart below or visit <a href="http://www.uakron.edu/hr/benefits">www.uakron.edu/hr/benefits</a></i>			
Private Duty Nursing	90% after deductible	70% of UCR after deductible	80% of UCR after deductible	60% of UCR after deductible
Radiation Therapy/ Chemotherapy	90% after deductible	70% of UCR after deductible	80% of UCR after deductible	60% of UCR after deductible
Routine Gynecological Exam <sup>17</sup>	100%	70% of UCR after deductible	100%	60% of UCR after deductible
Routine Mammography <sup>18</sup>	100%	70% of UCR after deductible	100%	60% of UCR after deductible
Routine Physical Exam <sup>19</sup>	100%	70% of UCR after deductible	100%	60% of UCR after deductible
Routine Testing <sup>20</sup>	100%	70% of UCR after deductible	100%	60% of UCR after deductible
Skilled Nursing Facility	<i>Skilled Nursing care facilities services are covered for up to 120 days per plan year.</i>			
	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Surgical	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Therapy Services	<i>60 visits maximum visits combined per plan year for: cardiac rehabilitation therapy, occupational therapy, chiropractic therapy, physical therapy, and speech therapy services</i>			
	90% after deductible	70% of UCR after deductible	80% after deductible	60% of UCR after deductible
Well Baby/Child Care <sup>21</sup>	100%	70% of UCR after deductible	100%	60% of UCR after deductible
Prescription <sup>22</sup> Drugs	<b>Retail -(30-Day Supply)</b>	<b>Mail-Order -(90-Day Supply)</b>	<b>Retail -(30-Day Supply)</b>	<b>Mail-Order -(90-Day Supply)</b>
Generic Prescription Drugs (Tier 1)	\$10	\$25	\$12	\$30
Preferred Brand Prescription Drugs (Tier 2)	20% (\$50 Max)	20% (\$125 Max)	25% (\$60 Max)	25% (\$150 Max)
Non-Preferred Brand	25% (\$70 Max)	25% (\$175 Max)	35% (\$100 Max)	35% (\$250 Max)

<sup>16</sup> Injectables/oral/intravenous (including chemotherapy) medications dispensed on an outpatient (e.g.: provider's office) basis.

<sup>17</sup> Preventative care includes: one OG/GYN exam per plan year.

<sup>18</sup> One baseline age 35-39; One per year ages 40 and older

<sup>19</sup> Routine Physical exam 1 per plan year

<sup>20</sup> Per U.S. Preventative Services Task Force Recommendations Schedule Evidenced-Based "A" & "B" Services, Evidence-informed preventative screening for infants, children & adolescents provided in guidelines supported by Health Resources and Services Administration

<sup>21</sup> Per Recommendations for Preventive Pediatric Health Care schedule Bright Futures/American Academy of Pediatrics

<sup>22</sup> All prescription drug coverage includes: hard mandatory generic, step therapy for select medications and quantity limits for select medications

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Prescription Drugs (Tier 3)				
Specialty Prescription Drugs (Tier 4) <sup>23</sup>	25% (\$125 Max)	-	35% (\$150 Max)	-

- UCR: Usual, customary, and reasonable
- Co-pay: Short for Co-payment.
- Deductible: The amount you have to pay out of pocket for expenses before the insurance company will cover the remaining costs
- Co-insurance: The percentage insurance will pay once you have paid your deductible.
- Out of pocket maximum: The limit you will pay out of pocket.

<sup>23</sup> Drugs in this tier are typically only available through specialty retail prescription drug outlets.

~~2016-2020 Dental Plan Summary<sup>24</sup>~~  
~~The University of Akron~~

<b>Dental Services</b>	
Deductible (non-preventative)	\$50
<ul style="list-style-type: none"> <li>• Individual</li> <li>• Family</li> </ul>	\$100
Annual Benefit Maximum	\$1250
Preventative	100%
Basic Services	70%
Major Services	50%
<b>Orthodontic Services</b>	
Orthodontia (children up to age 19)	50%
Orthodontia Lifetime Benefit Maximum	\$1,000

<sup>24</sup>This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

~~Eligibility Provisions: Initial Eligibility 1st of month following date of hire. Spouses with access to subsidized health coverage through own employment, where employer contributes at least 50% or more of cost, are restricted to secondary University coverage allowance.~~

~~No cash incentive for opt out~~

2016-20 Vision Plan Summary<sup>25</sup>  
The University of Akron

<b>Vision Services</b>																
<b>In Network</b>																
<del>Well Vision Exam</del>	<del>\$10 copay</del>	<del>Every plan year</del>														
<del>Prescription Glasses</del>	<del>\$15 copay</del>	<del>• Every plan year</del>														
<del>• Lenses</del>	<del>• Single vision, lined bifocal, lined trifocal lenses, polycarbonate lenses and scratch coating</del>	<del>• Every other plan year</del>														
<del>• Frame</del>	<del>• \$130 allowance your choice of frame; 20% off the amount over your allowance</del>	<del>• Every other plan year</del>														
<del>Contact Lens</del>	<del>No copay \$130 allowance for contacts and the contact lens exam (fitting and evaluation).<sup>26</sup></del>	<del>Every plan year</del>														
<b>Out of Network</b>																
<p>You get the best value from your benefit when you see a VSP doctor. If you see a non-VSP provider, you'll typically pay more out-of-pocket. You'll pay the provider in full and have 6 months to submit a claim to VSP for partial reimbursement less copays. Before seeing a non-VSP provider, call us at 800.877.7195.</p>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;"><i>Reimbursement Amounts</i></th> </tr> </thead> <tbody> <tr> <td>Exam.....</td> <td style="text-align: right;"><i>Up to \$35</i></td> </tr> <tr> <td>Single vision lenses .....</td> <td style="text-align: right;"><i>Up to \$25</i></td> </tr> <tr> <td>Lined bifocal lenses .....</td> <td style="text-align: right;"><i>Up to \$40</i></td> </tr> <tr> <td>Lined trifocal lenses .....</td> <td style="text-align: right;"><i>Up to \$55</i></td> </tr> <tr> <td>Frame .....</td> <td style="text-align: right;"><i>Up to \$45</i></td> </tr> <tr> <td>Contacts .....</td> <td style="text-align: right;"><i>Up to \$105</i></td> </tr> </tbody> </table>			<i>Reimbursement Amounts</i>		Exam.....	<i>Up to \$35</i>	Single vision lenses .....	<i>Up to \$25</i>	Lined bifocal lenses .....	<i>Up to \$40</i>	Lined trifocal lenses .....	<i>Up to \$55</i>	Frame .....	<i>Up to \$45</i>	Contacts .....	<i>Up to \$105</i>
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<sup>25</sup> This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific—plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

~~Eligibility Provisions: Initial Eligibility 1st of month following date of hire.~~

<sup>26</sup> This additional exam ensures proper fit of contacts. If you choose contact lenses you will be eligible for a frame one plan year from the date the contact lenses were obtained.

~~2016-20 Life Plan Summary<sup>27</sup>~~  
~~The University of Akron~~

<b>Life Insurance</b>	
<del>'Basic' Active/Life/AD&amp;D Insurance Benefit (post 1977 hires)</del>	<del>Two times salary at no cost (or 1.5 for those who elected in 1977) but eliminate credit allocations<sup>28</sup></del>
<del>Minimum Basic Benefit</del>	<del>N/A</del>
<del>Maximum Basic Benefit</del>	<del>\$100,000</del>
<del>Optional Coverage (fully contributory)</del>	<del>Additional 1 to 3 times salary</del>
<del>Evidence of Insurability requirement</del>	<del>Over \$500,000 in coverage; subject to insurer requirements</del>
<del>Maximum Overall Benefit</del>	<del>\$1,000,000</del>
<del>Retiree Life Insurance (post 9/13/1977 hires)</del>	<del>No benefit (for retirements on and after January 1, 2011)</del>

<sup>27</sup> This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific—plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

Eligibility Provisions: Initial Eligibility 1st of month following date of hire.

-No cash incentive for opt out

<sup>28</sup> Eliminate all life insurance options which are less than University provided amount

2016-20 Disability Summary<sup>29</sup>  
The University of Akron

<b>Long-Term Disability</b>	
Basic LTD Benefit	Six-month elimination; 60% to \$5,000 max benefit
Optional LTD Benefits (fully contributory)	Six-month elimination; 70% to \$6,000 max benefit
Own Occupation Limit	30 months (24 months of benefit payments)
Pre-existing Condition Limitation	3/12, subject to insurer requirements

<b>Short-Term Disability</b>	
Elimination Period	14 days injury; 28 days illness
Benefit Amount	60% of regular earnings to a maximum weekly benefit of \$1,400
Benefit Duration	24 weeks
Pre-existing Condition Limitation	12/12
Employee Contributions	Fully contributory

<sup>29</sup>This chart has been prepared by The University of Akron to provide a very broad overview of plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.  
Eligibility Provisions: Initial Eligibility 1st of month following date of hire.

**Attachment 2**  
**2017-2020 Health Insurance Plan Summary**

Plan Type	Gold 85/15	Blue 75/25
<b>Employee Coinsurance</b>		
In-Network	15%	25%
Out-of-network	35%	45%
<b>Deductible</b>		
<b>In-Network</b>		
Single	\$400	\$600
Family	\$800	\$1,200
<b>Out-of-Network</b>		
Single	\$800	\$1,200
Family	\$1,600	\$2,400
<b>Medical/RX Out-Of-Pocket Max</b>		
<b>In-Network</b>		
Single	\$2,500	\$4,500
Family	\$5,000	\$9,000
<b>Out-of-Network</b>		
Single	\$5,000	\$9,000
Family	\$10,000	\$18,000
<b>Employee Copays (In-Network)</b>		
PCP/Outpatient BH & SA	\$25	\$30
Specialist	\$35	\$45
Urgent Care	\$50	\$70
Emergency Room	\$100	\$140
<b>Prescription Drug</b>		
<b>Retail</b>		
Generic-Copay	\$10	\$12
Formulary Coinsurance	25%	30%
Formulary Maximum	\$70	\$85
Non-Formulary Coinsurance	35%	40%
Non-Formulary Maximum	\$85	\$125
Specialty Coinsurance	30%	35%
Specialty Maximum	\$125	\$150
<b>Mail Order</b>		
Generic-Copay	\$25	\$30
Formulary Coinsurance	25%	30%
Formulary Maximum	\$175	\$225
Non-Formulary Coinsurance	35%	40%
Non-Formulary Maximum	\$175	\$250



ATTACHMENT 2

**EMPLOYEE RIGHTS AND RESPONSIBILITIES  
UNDER THE FAMILY AND MEDICAL LEAVE ACT**

**Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee’s job.

**Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition”.**

**Benefits and Protections**

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

**Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

**Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

**Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

**Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

**Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees’ rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee’s leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

**Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

**Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



**Memorandum of Understanding**

December 8, 2009

Counselor Nobil:

This side letter constitutes the mutual understanding of The University of Akron and the Akron-AAUP regarding an issue which arose previously and its potential application in the current negotiations regarding tenure and promotion, and had also arisen during the prior negotiations and was the subject of a prior side letter. That prior issue related to a faculty member who was unable to achieve a promotion in the department in which that faculty member worked. That faculty member then obtained the promotion outside of that department. This past incident has been cited by a current faculty member as a basis to request similar relief from the current Provost in a very similar situation (where the current faculty member has been unable to secure a promotion/tenure from that member's home department), and the Provost has taken the position that such relief is not appropriate in the current Situation, and that the past incident should not be a basis in making current or future decisions.

Concerned in part about this specific history and the issue of where an individual's tenure resides, the University made a contractual proposal that relates to where tenure resides. The Akron-AAUP expressed its concern that it is unaware that the proposed language exists in any other collective bargaining agreement and effectively was a solution looking for a problem.

This side letter re-confirms the prior side letter and the representations made by the Akron-AAUP whereby The University's withdrawal of its proposal regarding where tenure resides does not affect or undermine the correctness of the Provost's position regarding the above referenced matter, and, assuming the parties reach agreement regarding Retention, Tenure and Promotion that excludes The University's proposal regarding where tenure resides, the Provost's position, as set forth above, would not violate the parties' agreement.

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
ARTICLE 19—INTELLECTUAL PROPERTY**

The University of Akron and the American Association of University Professors, University of Akron Chapter agree to the following regarding the application and interpretation of Article 19—Intellectual Property:

1. The parties acknowledge that copyrightable materials created by a Bargaining Unit Faculty Member within the course and scope of university employment are “works for hire” and so any copyrights related thereto are the property of the University. However, the University and the AAUP recognize the tradition between the University and the faculty of the University disclaiming its rights in copyrights in certain faculty created works for hire, and as such, the University disclaims all ownership rights in traditional products of scholarly activity, which include, but are not limited to, journal articles, textbooks, papers, manuscripts, dissertations, theses, monographs, novels, poems, paintings, sculptures, other works of art, musical compositions, teaching materials, and examination materials.
  
2. Substantial Support. Unless otherwise provided in this MOU or Article 19 (Intellectual Property), the Bargaining Unit Faculty Member and the University shall be joint owners of any copyrightable work created by a Bargaining Unit Faculty Member with substantial support from the University. In such instances, the Bargaining Unit Faculty Member and the University shall negotiate in advance the allocation of specific ownership rights, obligations, and such other issues as they may agree upon.
  - a. For purposes of this Article, “substantial support” shall mean University financial support in the form of money, facilities, professional technical support services, graduate assistant support, course release or other assigned time that exceeds the norm for a Bargaining Unit Faculty Member’s usual assignment or salary.
  
  - b. “Substantial support” does not include:
    - (i) Ordinary library services;
    - (ii) Ordinary clerical or administrative support;
    - (iii) Office or laboratory supplies and equipment provided within the normal scope of employment;
    - (iv) Merely assigning a Bargaining Unit Faculty Member to teach a course that uses instructional materials that are provided to students electronically, including online; and

**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 176**

- (v) Ordinary computer network support.
- c. "Substantial support" includes, but is not limited to:
  - (i) Course release or other assigned time (other than a Professional Development Leave);
  - (ii) Additional office or laboratory space, supplies or equipment beyond the normal scope of employment.
- d. For the development of distance learning materials, "substantial support" includes, but is not limited to:
  - (i) Provision of designated technical assistance, such as audio-visual department personnel or a qualified graduate assistant, to assist development of an online course, or provision of specialized software purchased for a particular online project, which exceeds normal University support for traditional courses, or
  - (ii) Support commissioned by the University by the provision of course release or other assigned time or other compensation to a faculty member as an adjustment to normal assigned duties for the purpose of creating a distance learning course, which exceeds normal University support for traditional courses.
- e. For the development of distance learning materials, "substantial support" does not include:
  - (i) Ordinary use of University servers and software platforms for the delivery of distance education;
  - (ii) Ordinary orientation to the operation of online instructional techniques and processes; and
  - (iii) Ordinary technical troubleshooting assistance.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this \_\_ day of February, 2016.

\_\_\_\_\_  
Kevin Kreider-Chief Negotiator  
for Akron-AAUP

\_\_\_\_\_  
Steve Nobil-Chief Negotiator for  
The University of Akron

\_\_\_\_\_  
Witness                      Date

\_\_\_\_\_  
Witness                      Date

**MEMORANDUM OF UNDERSTANDING**

The University of Akron and the Akron-AAUP agree that the University shall continue to consider on a case-by-case basis, consistent with how it has done so in the past, providing additional paid sick leave to those bargaining unit members who have exhausted their sick leave.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this \_\_\_ day of January, 2010.

THE UNIVERSITY OF AKRON

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

**MEMORANDUM OF UNDERSTANDING**

**REGARDING SAME-SEX DOMESTIC PARTNER BENEFITS**

WHEREAS, as a result of the United States Supreme Court decision in *Obergefell v. Hodges*, 135 S. Ct. 2584 (2015), same-sex marriage is now legal in Ohio;

WHEREAS, before the decision in *Obergefell*, The University of Akron (the "University") and the American Association of University Professors, The University of Akron Chapter ("Akron-AAUP") agreed that health insurance and other benefits extended to bargaining unit faculty spouses and dependents would be extended to same-sex domestic partners and the dependents of same-sex domestic partners, provided that the bargaining unit member met the requirements listed in the Affirmation of Same Sex Domestic Partnership (the "Affirmation") and submitted a completed copy of the Affirmation, and promptly advised the University of the termination of such relationship and completed the Affirmation of Termination of Same Sex Domestic Partnership; and

WHEREAS, during November, 2015, the open enrollment period for benefits for calendar year 2016, the University offered same sex domestic partner and same-sex domestic partner dependent benefits on the same terms and conditions as it did prior to *Obergefell*; and

WHEREAS, the University and the Akron-AAUP desire to have the University continue to offer same sex domestic partner and same-sex domestic partner dependent benefits to eligible bargaining unit employees throughout calendar year 2016, but not thereafter, so long as same sex marriage is legal in Ohio, and desire to remove the provisions relating to same-sex domestic partner and same-sex domestic partner dependent benefits from the Collective Bargaining Agreement now that same-sex couples may legally marry while also giving same-sex couples a reasonable amount of time to make marriage arrangements;

NOW, THEREFORE, the University and the Akron-AAUP agree as follows:

1. Eligible bargaining unit faculty may enroll same-sex domestic partners and same-sex domestic partner dependents during the 2016 plan year upon qualifying for a special enrollment period.
2. The ability to have coverage for same-sex partners and their dependents without marrying will extinguish at midnight on December 31, 2016.
3. Beginning with the 2016 open enrollment period and the 2017 plan year, bargaining unit faculty with same-sex partners and same-sex partner dependents must be legally married to obtain spousal or dependent coverage through the University.

**APPENDIX A: EXHIBIT A OF RESOLUTION 3-1-21, Page 179**

4. In the event that the *Obergefell* decision is overturned, the University and the Akron-AAUP agree to revive the provisions of the collective bargaining agreement, including applicable affirmations, relating to extending benefits to same-sex domestic partners and their dependents, to the extent the University may legally offer such coverage.

Kevin Kreider-Chief Negotiator for  
for American Association of University  
Professors, The University of Akron  
Chapter

Steven M. Nobil-Chief Negotiator  
The University of Akron

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**

**Labor-Management Bargaining Unit Composition Policy Committee**

Feb. 17, 2016

The labor-management Bargaining Unit Composition Policy Committee (“Policy Committee”) shall be composed of, at a minimum, the Provost or Senior Vice-Provost, an additional high level administrator designated by the University, the President of the Akron-AAUP, and the Chief Negotiator of the Akron-AAUP, or such substitute designees as the Akron-AAUP may determine. The Policy Committee’s principal charge, on an ongoing basis, is to discuss and seek a mutually-agreed resolution regarding the future composition of the bargaining unit faculty—tenure/tenure track and non-tenure track (professors of practice/professors of instruction) with the understanding that the Board of Trustees makes the ultimate decision on the composition of the bargaining unit faculty. In addition, the Policy Committee’s secondary charge, on an ongoing basis, is to discuss, as the Policy Committee members shall mutually agree, important, structural, long term issues between the bargaining unit faculty and the University regarding topics and issues for which the Chapter (as distinguished from the Faculty Senate) has jurisdiction.

The Policy Committee shall meet regularly throughout the year on a mutually agreed upon schedule.



Memorandum of Understanding Regarding the New Title IX Regulations and Policy

WHEREAS, the University of Akron (the "University") and the American Association of University Professors, The University of Akron Chapter (the "Chapter") (the University and the Chapter are collectively referred to herein as the "Parties") understand that as of August 14, 2020, the Secretary of the United States Department of Education amended the regulations ("regulations") implementing Title IX of the Education Amendments of 1972 ("Title IX").

WHEREAS, these new regulations specify in certain respects how recipients of Federal financial assistance covered by Title IX, including the University of Akron, are required to respond to allegations of gender-based misconduct, including sexual harassment, consistent with Title IX's prohibition against sex discrimination.

WHEREAS, the regulations require the University to disseminate its non-discrimination policy and to adopt a grievance procedure regarding Title IX.

WHEREAS, in response to the new regulations, on August 14, 2020, the University amended its Title IX grievance process to comply with the new regulations by adopting and implementing certain provisions in its *Interim Gender-Based Misconduct and Title IX Policy & Protocol* ("Title IX Policy") located at <https://www.uakron.edu/title-ix/docs/title-ix-policy.pdf> and must bargain with the Akron-AAUP about certain issues to be addressed in the Title IX Policy to ensure compliance with the Title IX Regulations or risk foregoing federal funding.

WHEREAS, from time to time, bargaining unit members may be complainants of or respondents to allegations of gender-based misconduct.

NOW, THEREFORE, the Parties agree as follows:

1. Bargaining unit faculty alleged to have violated the Title IX Policy shall be afforded all of the rights and privileges enumerated in the University's Title IX Policy, including the right to a fair and impartial hearing before an independent hearing officer and an advisor of the member's choice during the investigatory process and during the hearing.

2. A bargaining unit faculty member's advisor may, but is not required to, be a representative of the Akron-AAUP. The University shall make its advisor training program available to representatives of the Akron-AAUP. The Akron-AAUP shall have the discretion to decline to serve as the advisor for a bargaining unit faculty member on a case-by-case basis, and a bargaining unit faculty member is not required to utilize an Akron-AAUP representative as an advisor. The Akron-AAUP may provide a representative to serve as an advisor through the investigatory phase without being obligated to continue to provide an advisor at the hearing phase. The University shall, upon request by the bargaining unit member, provide the bargaining unit member with an advisor, free of charge, to be utilized by the bargaining unit member during the Title IX

investigatory process, including the hearing before an independent hearing officer. The faculty member may hire personal legal counsel to serve as the member's advisor, at the member's own expense. The Akron-AAUP may provide suggestions of individuals that could serve as independent hearing officers and University-provided advisors, and may provide feedback to the appropriate University official regarding the performance of independent hearing officers.

3. Any conflict between the Title IX regulations, the University's Title IX Policy, or this MOU and Article 14 of the CBA shall be resolved in favor of the Title IX Regulations, the Title IX Policy, and this MOU.

4. In accordance with the Title IX Policy, an independent hearing officer (not the Provost) appointed and assigned by the University shall, after a hearing, make a determination regarding any alleged violation of the Title IX Policy. These determinations shall be made applying a preponderance of the evidence standard. The independent hearing officer shall also recommend any and all disciplinary action, if any, and other remedies, up to and including termination of employment of said bargaining unit member. Any final disciplinary action by the University must be consistent with principles of just cause under Article 12 of the CBA.

5. The bargaining unit member shall be entitled to receive all evidence against the member during the investigation and in advance of the hearing in accordance with the Title IX Policy and the Title IX Regulations. The member's advisor shall have right to cross-examine the complainant (and all relevant witnesses) in accordance with the Title IX Regulations during the hearing and prior to any determination of responsibility being made by the independent hearing officer.

6. Any disciplinary action imposed by the independent hearing officer for conduct found to have been a violation of the Title IX Policy may be appealed to the AVPELR, who shall serve as the appeals officer, also known in the Title IX Policy as the Appeals Decision Maker. Any recommended corrective action imposed by the independent hearing officer shall be delayed during the appeal and subject to this review.

Appeals of disciplinary action imposed by the independent hearing officer pursuant to the Title IX Policy shall be filed within ten (10) business days from the date the independent hearing officer's findings are provided to the parties. This appeal shall serve as the bargaining unit member's right to grieve the decision or level of discipline of the independent hearing officer pursuant to the Title IX Policy.

The decision of the hearing officer shall include a notice of this ten-day deadline and the procedure and bases for filing an appeal.

7. The AVPLER's appeal decision may be appealed to arbitration pursuant to Article 12, Section 6. The normal deadline in the CBA for filing this appeal (20 days) will apply. The arbitrator shall be bound by the CBA in the same manner as any other discipline case

arbitration.

8. Appeals under the Title IX Policy and to arbitration may be filed for the following reasons:

- There occurred a procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made and that could affect the outcome of the complaint;
- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter;
- There was a misapplication or misinterpretation of the rule/policy alleged to have been violated;
- There was not a reasonable basis to support the hearing officer's findings that a violation of the rule/policy was established;
- The sanction(s) imposed by the hearing officer is not proportionate to the violation found by the hearing officer.

9. In any event, the due process protections provided to bargaining unit faculty shall not be less than the protections guaranteed by Article 14 and Article 12 of the CBA. In the event of an arbitration under Article 12 regarding sanctions imposed under the Title IX Policy, the arbitrator shall determine the burden of proof for determining just cause and the appropriate remedy, if any.

UNIVERSITY OF AKRON

AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS, THE  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FALL 2020 ENROLLMENT BY ACADEMIC CAREER - CENSUS										
"Unduplicated" TOTAL ENROLLMENT 2020/2019 Point in Time Projection Index	UA	FALL 2020 CENSUS				FALL 2019 CENSUS				Index Fall 2020 / Fall 19 Census
		UGRD	GRAD	LAW	TOTAL	UGRD	GRAD	LAW	TOTAL	
		15,386	2,018	426	17,829	16,407	2,365	445	19,217	0.928
					15,374				19,814	0.970
					1.160				0.970	
ENROLLMENT BY ADMIT TYPE										
<b>Total New Students</b>		4,551	401	104	5,055	5,062	529	99	5,690	0.888
<b>First Year New Freshmen</b>										
Direct		1,204	-	-	1,204	1,458	-	-	1,458	0.826
College Ready		706	-	-	706	777	-	-	777	0.909
Emergent		580	-	-	580	613	-	-	613	0.946
Preparatory		25	-	-	25	57	-	-	57	0.439
<b>Adult (Non-Traditional)</b>		39	-	-	39	43	-	-	43	0.907
Transfer		460	-	3	463	521	-	1	522	0.887
Postbac		36	-	-	36	44	-	-	44	0.818
ELI		-	-	-	-	15	-	-	15	0.000
<b>TOTAL CCP &amp; ECHS</b>		2,599	-	-	2,599	2,508	-	-	2,508	1.036
<b>TOTAL CCP &amp; ECHS % of Total UGRD Enrollment</b>		16.9%	-	-	-	15.3%	-	-	-	-
60+		11	-	-	11	30	-	-	30	0.367
Transient Guest		12	-	-	12	23	-	-	23	0.522
Special Non Degree		4	20	-	24	17	42	3	62	0.387
Masters / PHD Candidate		-	381	-	381	-	487	-	487	0.782
Law		-	-	101	101	-	-	95	95	1.063
<b>Total Continuing Students</b>		10,835	1,617	322	12,774	11,345	1,836	346	13,527	0.944
ENROLLMENT BY LOCATION										
Akron		14,050	2,018	426	16,494	15,116	2,362	445	17,923	0.920
Holmes		-	-	-	-	21	-	-	21	0.000
Lakewood		-	-	-	-	59	37	-	96	0.000
Lorain		-	-	-	-	-	-	-	-	-
Medina		222	-	-	222	241	-	-	241	0.921
Wayne		2,431	-	-	2,431	1,378	14	-	1,392	1.746

FALL 2020 STUDENT CREDIT HOURS BY COLLEGE OF COURSE OFFERING - CENSUS										
UA TOTAL STUDENT CREDIT HOURS		FALL 2020 CENSUS				FALL 2019 CENSUS				Index Fall 2020 / Fall 19 Census
		UGRD	GRAD	LAW	TOTAL	UGRD	GRAD	LAW	TOTAL	
		188,671.0	15,818	5,339	209,828.0	202,813	18,458	5,647	226,918	0.925
Academic Affairs		6,506	-	-	6,506	6,677	-	-	6,677	0.974
Unassigned		-	-	-	-	-	-	-	-	-
Arts & Sciences		88,330	3,290	-	91,620	97,647	3,913	-	101,560	0.902
Bus Admin		18,260	1,747	-	20,007	19,694	2,121	-	21,815	0.917
Health Professions		19,601.0	6,701	-	26,302	19,997	7,125	-	27,122	0.970
Education		5,777	734	-	6,511	5,950	1,128	-	7,078	0.920
Engineering		14,037	1,738	-	15,775	15,312	2,139	-	17,451	0.904
Honors		1,337	-	-	1,337	1,302	-	-	1,302	1.027
Law		-	-	5,339	5,339	-	-	5,647	5,647	0.945
Poly Science & Eng		183	1,608	-	1,791	327	2,032	-	2,359	0.759
Applied Science & Tech		18,700	-	-	18,700	23,472	-	-	23,472	0.797
Wayne College		15,940	-	-	15,940	12,435	-	-	12,435	1.282
CCP & ECHS Total SCH as Part of Total SCH		16,319	-	-	-	16,352	-	-	-	-
CCP & ECHS Total SCH as % of All Undergraduates		8.65%	-	-	-	8.06%	-	-	-	-

FALL 2020 STUDENT CREDIT HOURS BY LOCATION OF COURSE OFFERING - CENSUS										
UA TOTAL STUDENT CREDIT HOURS		FALL 2020 CENSUS				FALL 2019 CENSUS				Index Fall 2020 / Fall 19 Census
		UGRD	GRAD	LAW	TOTAL	UGRD	GRAD	LAW	TOTAL	
		188,671.0	15,818	5,339	209,828.0	202,813	18,458	5,647	226,918	0.925
Akron		172,731	15,818	5,339	193,888.0	189,971	18,044	5,647	213,662	0.907
Holmes		-	-	-	-	105	-	-	105	0.000
Lakewood		-	-	-	-	326	264	-	590	0.000
Lorain		-	-	-	-	-	-	-	-	-
Medina		965	-	-	965	1,371	-	-	1,371	0.704
Wayne		14,975	-	-	14,975	11,040	150	-	11,190	1.338

- Notes:
- In the PeopleSoft System, students may be classified in multiple academic careers.  
UA Total Enrollment table - a student is counted only once in the primary higher level career.
  - UA Total Enrollment by Location table - students enrolled at multiple locations are counted once for each location by the primary higher level career.
  - Student Credit Hours by College of Course Offering table - SCHs are on the Campus and College of Course Offering.  
If Campus is Wayne, SCHs are accounted for under Wayne College.

4. Fall 2019 Census reflects enrollment through the census date of the semester.

Departments which have moved from one college to another after Census are adjusted for comparison reporting purposes.

Adjustments are reflected on Student Credit Hours by College of Course Offering table. Overall UA total for Headcount and SCHs remain unchanged.

5. Totals for CCP/ECHS are adjusted for the final calculation of total continuing students to account for only "new" students. Overall totals of CCP/ECHS are presented on row 21 for planning purposes.

6. Total new CCP/ECHS for Fall 2019 was 1463 and 1474 or Fall 2020.

Source:

1. Student Records System (PeopleSoft)

Fall 2020 - CENSUS (reported 09/08/20)

Fall 2019 - CENSUS (reported 09/10/19)

2. Registration Statistics: Fall 2019 Census Report

*Office of Institutional Research*

9/8/2020

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Approval of Board Meeting Minutes

BE IT RESOLVED, That the minutes of the Board of Trustees meeting of February 10, 2021 and of the Special Board meeting of March 1, 2021 are approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

April 21, 2021  
Board Meeting  
Presiding:  
William A. Scala

<b>1</b>	Personnel Actions
<b>2</b>	*Financial Report for the Eight Months Ended February 28, 2021
<b>3</b>	*Procurement for More Than \$500,000
<b>4</b>	a) *Tuition Freeze for Student Cohort Entering in Fall 2021 b) *FY2021-22 Rate Changes and Waiver Renewals
<b>5</b>	*Local Administration of State Funded Capital Projects
<b>6</b>	*Authorized Signatures
<b>7</b>	*Cumulative Gift and Grant Income Report for the Eight Months Ended February 28, 2021
	For Information Only:
<b>8</b>	Purchases \$25,000 to \$500,000 Report
<b>9</b>	Capital Projects Report
<b>10</b>	Information Technology Report
<b>11</b>	Advancement Report
<b>12</b>	University Communications and Marketing Report
<b>13</b>	Public Liaison and Government Relations Update
<b>*</b>	CONSENT AGENDA: ITEMS 2, 3, 4a, 4b, 5, 6, 7

# **FINANCE & ADMINISTRATION COMMITTEE**

## **TAB 1**

### **PERSONNEL**



SUMMARY REPORT FOR EMPLOYEE PERSONNEL ACTIONS  
EMPLOYEE PERSONNEL ACTIONS  
EMPLOYEE PERSONNEL ACTIONS ADDENDUM  
UNCLASSIFIED CLASSIFICATION CHANGES  
CLASSIFIED CLASSIFICATION CHANGES

**In accordance with University Rules 3359-1-05 and 3359-9-01, adopted December 5, 2018, applicable personnel matters concerning faculty and staff are listed separately in the attached, and are recommended for the action indicated for each individual and to be effective as noted.**

**Pay grade assigned only to contract professional and unclassified exempt and nonexempt positions.**

April 21, 2021

## **Human Resources**

### **Summary Report of Personnel Actions for Board of Trustees**

**April 21, 2021**

The following information is provided to summarize significant personnel actions contained in the employee personnel actions report and addendum:

#### **Separations – 15 Total**

- Resignations - 2 Faculty; 5 Contract Professionals
- Retirements - 6 Faculty
- Deceased - 1 Contract Professional
- Non-Renewal - 1 Faculty

#### **Emeritus Status**

There is one (1) recommendation for emeritus status by Article 21 of the Akron Chapter of the American Association of University Professors (AAUP) collective bargaining agreement.

#### **Professional Development Leave**

There are seven (7) recommendations for Professional Development Leave 2021-2022 academic year provided under Article 18 of the Akron Chapter of the American Association of University Professors (AAUP) collective bargaining agreement.

#### **Personnel Actions Subject to University Rule 3359-9-01**

University Rule 3359-9-01 provides that special conditions of employment not otherwise included in the routine personnel reports provided at Board meetings, such as financial or other commitments by the University in the amount of ten thousand dollars or more beyond the individual's base salary and regular employee benefits, including but not limited to "start-up" funding for research, multi-year employment terms, provision for automobile, stipend, one-time payments, liquidated damages, deferred compensation, etc., must be made subject to Board approval.

There are five (5) personnel actions for subject to rule 3359-9-01:

#### Office of Athletics

- John Groce, Head Men's Basketball Coach –Employment agreement extension through June 30, 2026; Key terms: No increase in salary or bonuses, reduction in liquidated damages clause for Coach Groce during extension; all other terms and conditions remain the same for the duration of the agreement.
- Thomas C. Hanna, Head Volleyball Coach –Employment agreement extension through December 31, 2022; Key terms: No increase in salary or bonuses, automobile clause change from requiring the University to provide an automobile to use of best efforts to attempt to provide an automobile; addition

of language clarifying contract termination in the event the University eliminates volleyball; all other terms and conditions remain the same for the duration of the extension.

- Noreen Herlihy, Head Women's Soccer Coach – Employment agreement extension through November 30, 2022; Key terms: No increase in salary or bonuses, remove the provision providing an annual three (3%) percent salary increase each July 1; reduction of liquidated damages from \$10,000 to \$5,000; addition of language clarifying contract termination in the event the University eliminates women's soccer: all other terms and conditions remain the same for the duration of the agreement.
- Jenny King, Head Women's Golf Coach – Employment agreement extension through May 31, 2023; Key terms: No increase in salary or bonuses, remove provision providing an annual three (3%) percent salary increase each July; addition of language clarifying contract termination in the event the University eliminates women's golf; all other terms and conditions remain the same for the duration of the agreement.
- Brian Peresie, Head Women's Swimming and Diving Coach – Employment agreement extension through June 30, 2023; Key terms: No increase in salary or bonuses, remove the provision providing an annual three (3%) percent salary increase each July 1, but would be eligible to receive salary increases equal to the average received by University non-academic, administrative employees; reduction of liquidated damages from \$20,000 to \$0; all other terms and conditions remain the same for the duration of the agreement.

### **Significant Personnel Actions to Note**

There are three (3) personnel actions for continuing full-time positions that provide an ongoing adjustment to the salary via job reclassification and promotions:

#### Division of Student Affairs – Office of Student Affairs

- Alison E. Doehring – grade change from 122 to 123; salary change from \$62,511/12 mo to \$76,000/12 mo for job reclassification due to a bona fide offer

#### Vice President and General Counsel

- Mark G. Stasitis – title change from Assistant General Counsel to Associate General Counsel for Employee & Labor Relations; salary change from \$105,060 12/mo to \$120,060 12/mo

#### Office of Human Resources

- Lissia K. Gerber – title change from Director, Human Resources Operations and Employment to Senior Director, Human Resources; salary change from \$86,675/12 mo to \$90,142/12 mo for job reclassification via reorganization

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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**EMPLOYEE PERSONNEL ACTIONS**

**Office of Athletics**

**Appointment/Reappointment**

Groce, John	Head Men's Basketball Coach/Office of Athletics/Contract Professional	06/30/23 06/30/26	\$400,000.00 12 mo	Employment Agreement extension
Hanna, Thomas C.	Head Volleyball Coach/Office of Athletics/Contract Professional	02/04/21 12/31/22	\$89,301.00 12 mo	Employment Agreement extension
Herlihy, Noreen	Head Women's Soccer Coach/Office of Athletics/Contract Professional	12/17/20 11/30/22	\$84,412.00 12 mo	Employment Agreement extension
King, Jenny R.	Head Women's Golf Coach/Office of Athletics/Contract Professional	05/31/20 05/31/23	\$56,014.00 12 mo	Employment Agreement extension
Peresie, Brian	Head Women's Swimming & Diving Coach/Office of Athletics/Contract Professional	04/07/21 06/30/23	\$109,273.00 12 mo	Employment Agreement extension

**Separation**

Cook, Chris	Assistant Football Coach; Tight Ends Coach/Office of Athletics/Contract Professional	02/05/21	\$81,600.00 12 mo	Resignation
Everett, Jayden	Assistant Football Coach; Running Backs Coach/Office of Athletics/Contract Professional	03/12/21	\$80,000.00 12 mo	Resignation
Williams III, Lawrence R.	Director, Athletics/Office of Athletics/Contract Professional	06/30/21	\$299,421.00 12 mo	Resignation

**Office of Academic Affairs**

**Appointment/Reappointment**

Hendricks, Cher	Senior Vice Provost; Associate Professor, Education/Office of Academic Affairs/Faculty	07/01/21	\$195,000.00 12 mo	Appointment; tenure granted
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**Division of Student Affairs**

**Appointment/Reappointment**

Gibson, Willa E.	Professor, Law/Office of Student Affairs/Faculty	01/20/21	\$2,250.00 one time payment	Payment for service as Title IX hearing officer on January 20, 2021
Grove, Melinda	Assistant Lecturer/Office of Student Affairs/Faculty	01/11/21 05/16/21	\$1,680.96 spring semester	Additional pay for part-time teaching assignment

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Torgler, William E.	Associate Lecturer/Office of Student Affairs/Faculty	01/11/21 05/16/21	\$1,821.22 spring semester	Additional pay for part-time teaching assignment
<b><u>Change</u></b>				
Doehring, Alison E.	Director, Zip Assist/Office of Student Affairs/Contract Professional	03/08/21	\$76,000.00 12 mo	Job reclassification due to bona fide offer; salary change from \$62,511.00/12 mo; grade change from 122 to 123
<b>Vice President, Finance &amp; Administration/CFO</b>				
<b><u>Appointment/Reappointment</u></b>				
Martis, Kendall M.	Director, Accounting, University of Akron Research Foundation/Office of the Vice President for Finance & Administration/CFO/Contract Professional	02/01/21	\$75,000.00 12 mo	Appointment vice D. Clutter
<b>Office of Information Technology Services</b>				
<b><u>Appointment/Reappointment</u></b>				
Purtz, Susan N N.	Core Service Site Computer System Administrator/Information Technology Services/Staff	02/09/21 06/30/21	\$2,884.62 biweekly	Temporary appointment
<b><u>Separation</u></b>				
Eckert, Kurt D.	Chief Information Security Officer/Information Technology Services/Contract Professional	04/09/21	\$113,730.00 12 mo	Resignation
<b>Office of Human Resources</b>				
<b><u>Change</u></b>				
Gerber, Lissia K.	Senior Director, Human Resources; Deputy Appointing Authority/Human Resources/Contract Professional	03/01/21	\$90,142.00 12 mo	Job reclassification via reorganization; title change from Director, Human Resources Operations & Employment; salary change from \$86,675.00/12 mo; grade change from 123 to 124
<b>Research Administration &amp; Technology Transfer</b>				
<b><u>Separation</u></b>				
Preston, Kenneth G.	Associate Vice President, Research & Director, Technology Transfer; Intellectual Property Center Fellow/Office of Technology Transfer/Contract Professional	02/19/21	\$112,243.00 12 mo	Deceased

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<b>Buchtel College of Arts &amp; Sciences</b>				
<b><u>Appointment/Reappointment</u></b>				
Knoll, Andrew	Senior Lecturer/Williams Honors College/Faculty	01/11/21 05/16/21	\$3,000.00 spring semester	Additional pay for part-time teaching assignment
Marion, Nancy E.	Professor, Political Science; Department Chair, Political Science; Fellow, Ray C. Bliss Institute of Applied Politics/Department of Political Science/Faculty	08/24/20 12/20/20	\$2,000.00 fall semester (stipend)	Temporary administrative stipend for Bliss Institute internship coordination duties; base salary is \$126,541.00/12 mo reflective of temporary salary reduction
		01/11/21 05/16/21	\$2,000.00 spring semester (stipend)	Temporary administrative stipend for Bliss Institute internship coordination duties; base salary is \$134,618.00/12 mo
		06/01/21 08/31/21	\$1,000.00 for the period (stipend)	Temporary administrative stipend for Bliss Institute internship coordination duties; base salary is \$134,618.00/12 mo
Pachnowski, Lynne M.	Professor, Education; Interim Assistant Director, LeBron James Family Foundation School of Education/LeBron James Family Foundation School of Education/Faculty (BUF)	02/01/21 05/31/21	\$2,000.00 for the period (stipend)	Temporary additional title and administrative stipend for Interim Assistant Director assignment; base salary is \$94,751.00/9 mo
Tabatcher, Patrick M.	Assistant Lecturer/School of Art/Faculty	01/11/21 05/16/21	\$3,679.24 spring semester	Additional pay for part-time teaching assignment
<b><u>Change</u></b>				
Holliday, Gary M.	Associate Professor, Education; Assistant Director, LeBron James Family Foundation School of Education/LeBron James Family Foundation School of Education/Faculty	06/01/21	\$97,966.00 12 mo	Additional title of Assistant Director, LeBron James Family Foundation School of Education; salary change from \$80,154.00/9 mo
<b><u>Leave</u></b>				
Behrman, Carolyn	Professor, Anthropology/Department of Anthropology & Classical Studies/Faculty (BUF)	08/23/21 05/15/22	\$103,240.00 9 mo	50% leave without compensation; Professional Development Leave for academic year 2021-22
Beneke, Charles C.	Professor, Art/School of Art/Faculty (BUF)	08/22/22 05/14/23	\$86,515.00 9 mo	Amend action approved at February 12, 2020 Board of Trustees meeting; 50% leave without compensation; Professional Development Leave deferred to academic year 2022-23

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Drew, Julie A.	Professor, English/Department of English/Faculty (BUF)	08/23/21 12/20/21	\$92,218.00 9 mo	100% leave with compensation; Professional Development Leave for fall 2021
Kern, Kevin F.	Associate Professor, History/Department of History/Faculty (BUF)	01/10/22 05/15/22	\$83,334.00 9 mo	100% leave with compensation; Professional Development Leave for spring 2022
Nguyen, Truyen Van	Professor, Mathematics/Department of Mathematics/Faculty (BUF)	08/23/21 05/15/22	\$93,639.00 9 mo	50% leave without compensation; Professional Development Leave for academic year 2021-22
Santos, Martha S.	Associate Professor, History/Department of History/Faculty (BUF)	08/23/21 12/20/21	\$78,349.00 9 mo	100% leave with compensation; off-cycle Professional Development Leave for fall 2021
Shriver, Leah	Associate Professor, Chemistry/Department of Chemistry/Faculty (BUF)	01/11/21 05/16/21	\$92,701.00 9 mo	100% leave without compensation; off-cycle Professional Development Leave for spring 2021
Stanley, Jennifer T.	Associate Professor, Psychology/Psychology/Faculty (BUF)	08/23/21 12/20/21	\$88,082.00 9 mo	100% leave with compensation; Professional Development Leave for fall 2021

**Separation**

Konopka, Michael	Assistant Professor, Chemistry/Department of Chemistry/Faculty (BUF)	05/16/21	\$82,414.00 9 mo	Non-renewal
Paruchuri, Sailaja M.	Associate Professor, Chemistry/Department of Chemistry/Faculty (BUF)	06/30/21	\$88,311.00 9 mo	Resignation

**College of Business Administration**

**Appointment/Reappointment**

Chinchanachokchai, Sydney	Assistant Professor, Marketing/Department of Management/Faculty (BUF)	01/11/21	\$500.00 one time payment	Payment for Institute for Global Business research grant publication
Jones, Julianne B.	Associate Professor of Practice, Accounting/George W. Daverio School of Accountancy/Faculty (BUF)	05/17/21	\$2,548.85 one time payment	Payment for student professional development events and workshops
Levy, Paul E.	Professor, Psychology; Department Chair, Psychology; Fellow, Institute for Life-Span Development & Gerontology/College of Business Administration, Office of the Dean/Faculty	03/03/21	\$1,500.00 one time payment	Payment for teaching executive education series

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<b><u>Change</u></b>				
Djuric, Vanja	Associate Professor of Practice, Marketing; Director, Analytics/Department of Marketing/Faculty (BUF)	08/24/20 05/16/21	\$77,888.00 9 mo	Extension of temporary additional title for Director, Analytics assignment
	Associate Professor of Practice, Marketing; Director, Suarez Behavioral Research Laboratories; Director, Analytics/Department of Marketing/Faculty (BUF)	01/11/21 05/16/21	\$77,888.00 9 mo	Temporary additional title for Director, Suarez Behavioral Research Laboratories assignment
Figler, Robert A.	Associate Professor Emeritus, Management/Department of Management/Faculty (BUF)	08/01/20		Title change; award of emeritus status
<b><u>Separation</u></b>				
Kim, Il-Woon	Professor, Accounting & International Business/George W. Daverio School of Accountancy/Faculty (BUF)	05/31/21	\$186,690.00 9 mo	Retirement
Schulte, Sheri B.	Associate Professor of Practice, Management/Department of Management/Faculty (BUF)	07/31/21	\$78,836.00 9 mo	Retirement
<b>College of Engineering &amp; Polymer Science</b>				
<b><u>Appointment/Reappointment</u></b>				
Miyoshi, Toshikazu	Professor, Polymer Science; Assistant Director, Akron Masters Program, School of Polymer Science & Polymer Engineering/School of Polymer Science & Polymer Engineering/Faculty (BUF)	10/01/20 09/30/21	\$12,000.00 12 mo (stipend)	Temporary additional title and administrative stipend for Assistant Director assignment; relinquish Director, Akron Masters Program, School of Polymer Science & Polymer Engineering title; base salary is \$148,076.00/9 mo
Lewis, Todd M.	Manager, National Polymer Innovation Center/School of Polymer Science & Polymer Engineering/Contract Professional	07/01/21 06/30/22	\$90,000.00 12 mo	Temporary reappointment
<b><u>Change</u></b>				
King, Hunter	Assistant Professor, Polymer Science; Assistant Professor, Biology; Assistant Professor, Physics/School of Polymer Science & Polymer Engineering/Faculty (BUF)	01/12/21 01/11/24	\$99,836.00 9 mo	Temporary joint title agreement with Polymer Science (primary) and Physics (secondary)



<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Jia, Li	Professor, Polymer Science; Professor, Chemistry/School of Polymer Science & Polymer Engineering/Faculty (BUF)	01/01/21 12/31/23	\$155,000.00 9 mo	Extension of joint appointment with Polymer Science (primary) and Chemistry (secondary)
Lillard, Robert S.	Carboline Chair Professor, Chemical, Biomolecular & Corrosion Engineering; National Center for Education and Research on Corrosion and Materials Performance Interim Technical Director/Department of Chemical, Biomolecular & Corrosion Engineering/Faculty (BUF)	05/18/20 06/30/22	\$130,934.00 9 mo	Extension of temporary additional title for Interim Technical Director assignment
Nourhani, Amir	Assistant Professor, Mechanical Engineering; Assistant Professor, Biology; Assistant Professor, Mathematics/Department of Mechanical Engineering/Faculty (BUF)	02/01/21 05/11/24	\$90,000.00 9 mo	Temporary joint title agreement with Mechanical Engineering (primary) and Mathematics (secondary)

**Leave**

Wong, Shing-Chung J.	Professor, Mechanical Engineering/Department of Mechanical Engineering/Faculty (BUF)	01/10/22 05/15/22	\$129,337.00 9 mo	100% leave with compensation; Professional Development Leave for spring 2022
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**Separation**

Bunnell, Robert L.	Professor of Engineering Practice/Department of Civil Engineering/Faculty (BUF)	05/31/21	\$77,134.00 9 mo	Resignation
French, Michael L.	Associate Professor of Engineering Instruction/Department of Electrical & Computer Engineering/Faculty (BUF)	05/31/21	\$85,344.00 9 mo	Retirement

**College of Health & Human Sciences**

**Appointment/Reappointment**

Ascar, Monica M.	Assistant Lecturer/School of Counseling/Faculty	01/11/21 05/16/21	\$2,521.44 spring semester	Additional pay for part-time teaching assignment
Crites, Lisa K.	Senior Lecturer/School of Counseling/Faculty	01/11/21 05/16/21	\$2,754.00 spring semester	Additional pay for part-time teaching assignment
Sigal Papp, Kathern L.	Senior Lecturer/School of Speech- Language Pathology & Audiology/Faculty	01/11/21 05/16/21	\$5,042.88 spring semester	Additional pay for part-time teaching assignment

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
Steinmetz, Janice E.	Associate Lecturer/School of Counseling/Faculty	01/11/21 05/16/21	\$2,626.17 spring semester	Additional pay for part-time teaching assignment
Terry, Robert P.	Senior Lecturer/School of Counseling/Faculty	01/11/21 05/16/21	\$2,700.00 spring semester	Additional pay for part-time teaching assignment
Thomas, Becky L.	Senior Lecturer/School of Counseling/Faculty	01/11/21 05/16/21	\$2,754.00 spring semester	Additional pay for part-time teaching assignment
Tornichio, Sarah D.	Specialist Foster, Adoption and Kinship Training/School of Social Work & Family Sciences/Staff	03/22/21 06/30/21	\$2,884.62 biweekly	Temporary appointment

**Separation**

Thomas, Becky L.	Project/Grant Consultant/School of Social Work & Family Sciences/Contract Professional	02/26/21	\$68,361.00 12 mo	Resignation
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**School of Law**

**Appointment/Reappointment**

Altmeyer, Susan M.	Senior Lecturer/Law - Instruction/Faculty	01/11/21 05/16/21	\$6,303.60 spring semester	Additional pay for part-time teaching assignment
Benedict O'Brien, Alisa N.	Senior Lecturer/Law - Instruction/Faculty	01/11/21 05/16/21	\$5,253.00 spring semester	Additional pay for part-time teaching assignment
Korzun, Vera	Associate Professor, Law; Director, Faculty Research/Law - Instruction/Faculty	01/04/21 05/16/21	\$1,000.00 for the period (stipend)	Temporary additional title and administrative stipend for Director assignment; base salary is \$124,234.00/9 mo
Michiko Morris, Emily	Associate Professor, Law; David L. Brennan Professor, Law Chair/Law - Instruction/Faculty	08/23/21	\$125,000.00 9 mo	Appointment vice R. Holte; reimburse \$7,5000.00 for moving expenses to be submitted within 6 months of hire date
		08/23/21 05/15/22	\$30,000.00 9 mo (stipend)	Temporary additional title and administrative stipend for Chair assignment; base salary is \$125,000.00/9 mo
Sahl, Joann M.	Associate Professor - Summer/Law - Instruction/Faculty	06/01/21 09/30/21	\$3,275.48 for the period	Payment for summer research through the Summit County Certificate of Qualification for Employment grant

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
<b>University Libraries</b>				
<b><u>Appointment/Reappointment</u></b>				
Lampner, Wendy J	Director, Design & Development Services/Instructional Services/Contract Professional	01/01/21 06/30/21	\$12,000.00 12 mo (stipend)	Extension of temporary administrative stipend for online learning initiative preparation project; base salary is \$75,909.00/12 mo
McGurr, Melanie J.	Associate Dean, Technical Services; Associate Professor, Bibliography/University Libraries, Office of the Dean/Faculty	03/01/21	\$97,048.00 12 mo	Transfer; successful internal applicant; title change from Associate Professor, Bibliography; department change from University Libraries Electronic Services; salary change from \$84,048.00/12 mo
Tabatcher, Patrick M.	Senior Multi-Media Producer/Apple Instructional Specialist/Instructional Services/Contract Professional	01/01/21 06/30/21	\$6,000.00 12 mo (stipend)	Extension of temporary administrative stipend for online learning initiative preparation project; base salary is \$68,406.00/12 mo
<b>Wayne Campus</b>				
<b><u>Appointment/Reappointment</u></b>				
Maroli, John A.	Senior Lecturer/Mathematics-Wayne Campus/Faculty	01/11/21 05/16/21	\$4,488.60 spring semester	Additional pay for part-time teaching assignment

<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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**EMPLOYEE PERSONNEL ACTIONS  
ADDENDUM**

**Office of Academic Affairs**

**Appointment/Reappointment**

Urigo, Joseph R.	Interim Dean, Williams Honors College & Interim Vice Provost for Student Pathways/Office of Academic Affairs/Faculty	07/01/21 06/30/22	\$190,000.00 12 mo	Temporary reappointment; title change from Interim Senior Vice Provost and Acting Dean, Buchtel College of Arts & Sciences; salary change from \$250,000.00/12 mo
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**Vice President & General Counsel**

**Change**

Stasitis, Mark G.	Associate General Counsel for Employee & Labor Relations; Assistant Attorney General/Vice President & General Counsel/Contract Professional	01/01/21	\$120,060.00 12 mo	Promotion; title change from Assistant General Counsel; salary change from \$105,060.00/12 mo
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**Office of Research & Technology Transfer**

**Appointment/Reappointment**

Allen, Philip A.	Acting Vice President, Research & Business Engagement; Professor, Psychology; Senior Fellow, Institute for Life-Span Development & Gerontology/Office of Research Administration/Faculty	07/01/21	\$200,000.00	Temporary job reclassification; title change from Interim Director, Research Administration; salary change from \$181,159.00/12 mo
		12/31/21	12 mo	
		07/01/21 06/30/22		Extension of temporary additional title for Senior Fellow appointment

**College of Business Administration**

**Separation**

Hanlon, Susan C.	Interim Dean, College of Business Administration; Associate Professor, Management; Fitzgerald Institute Fellow, Entrepreneurship/College of Business Administration, Office of the Dean/Faculty	05/31/21	\$214,200.00 12 mo	Retirement
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<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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**College of Engineering & Polymer Science**

**Separation**

Chase, George G.	Interim Director, Research Initiatives; Professor, Chemical, Biomolecular & Corrosion Engineering/Office of Research Administration/Faculty	06/30/21	\$203,976.00 12 mo	Retirement
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**College of Health & Human Sciences**

**Separation**

Hoskins, Claudia A.	Professor of Instruction, Nursing/School of Nursing/Faculty (BUF)	05/31/21	\$75,391.00 9 mo	Retirement
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<u>Name</u>	<u>Job/Dept/Job Function</u>	<u>Effective Date</u>	<u>Salary/Term</u>	<u>Comments</u>
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**PERSONNEL ACTIONS RECOMMENDED  
IN EXECUTIVE SESSION FOR APPROVAL IN PUBLIC SESSION WITH THE  
PERSONNEL ACTIONS, AS AMENDED**

**Vice President for Inclusion & Equity/CDO**

**Appointment/Reappointment**

Wrice, Sheldon B.	Vice President, Inclusion & Equity/Chief Diversity Officer; Professor, Technical Writing & Composition/Inclusion & Equity/Chief Diversity Office/Faculty	04/20/21	\$160,000.00 12 mo	Appointment vice J. Lane
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## THE UNIVERSITY OF AKRON

In accordance with rule 3359-25-07, the following recommendations for Unclassified Staff  
Classification changes are noted as follows:

<b>Grade</b>	<b>Job Code</b>	<b>Job Title</b>	<b>FLSA</b>	<b>Remove</b>	<b>Effective Date</b>
124	22145	Dir Finance-CHHS	Exempt		2/10/2021
124	24126	Sr Dir Human Resources	Exempt		3/1/2021
123	24404	Assoc Gen Coun Empl & Labor Rel	Exempt		1/1/2021
126	24537	VP & CDO	Exempt		3/4/2021
120	27412	Asst Dir ZipAssist	Exempt		3/15/2021
121	27417	Assoc Dir ZipAssist	Exempt		3/25/2021
123	27634	Sr Assoc Dir Admissions - Opns	Exempt		3/1/2021
123	27764	Dir Student Success Ctr - CHHS	Exempt		2/10/2021
121	28327	Dir Stu Teach & Field	Exempt		1/21/2021
124	28515	Dir Technology Transfer	Non-exempt		3/18/2021
999	29128	Adjunct General Counsel Asst	Non-exempt		2/8/2021
999	29262	Dir Football Res & Analytics	Exempt		2/1/2021
999	29732	Prog Liaison & CEU Mgr-OCWTP	Exempt		3/12/2021
999	29735	Spec Foster Adopt & Kin Trng	Exempt		2/14/2021
999	29738	Data & Systems Admin - OCWTP	Exempt		2/1/2021
999	29739	Mgr Design & Devel Svcs-OCWTP	Exempt		2/1/2021
999	29740	Coord Social Work-WC	Exempt		2/1/2021
999	29843	Stu Teach & Field Liaison	Non-exempt		1/19/2021
999	29848	Interim Chief Diversity Officer	Exempt	X	4/29/2019
999	29911	Mgr RLH Covid Response	Exempt		2/8/2021
999	29932	COVID Relief Fund Accountant	Non-exempt		2/12/2021

**THE UNIVERSITY OF AKRON**

In accordance with rule 3359-25-06, the following recommendations for Classified Staff  
Classification changes are noted as follows:

<b>Grade</b>	<b>Job Code</b>	<b>Title</b>	<b>FLSA</b>	<b>Remove</b>	<b>Effective Date</b>
119	41345	Coord Admin Svcs – CHHS	Non-exempt		2/10/21
122	47171	Nurse Practitioner	Non-exempt	X	2/22/21



## Guide to Terminology Used in Personnel Reports

Term	Definition/Explanation
Adjunct Appointment	Appointment to a full-time or part-time position, normally without pay. Individuals in this category are affiliated with the University for a specific purpose usually involving academic research/teaching. Appointment provides the individual with access to University systems/services as determined by the department/college.
Appointment	New hire of an individual to an approved Faculty, Contract Professional or Staff position. The appointment can be full-time or part-time, temporary or regular.
Department/School Chair	Faculty member appointed to provide leadership to an academic department or school within a college. Department/School Chair appointments normally cover the entire academic year (12-month appointment). A Faculty member's salary will be converted from 9-month to 12-month status using an approved formula to reflect the additional time worked. A stipend (currently calculated as 1/11 <sup>th</sup> of the converted salary) is awarded for assuming the additional responsibilities of a Department/School Chair. 1/10 <sup>th</sup> of the stipend is converted to base each year that the individual serves as a Department/School Chair.
Discharge	Involuntary termination of appointment.
Job Audit/Reclassification	Under University Rule 3359-25-10 the University may initiate audits and reviews of positions and classifications within the approved University Classified (3359-25-06) and Unclassified (3359-25-07) classification plans. In addition, employees may submit a request to determine if their current position is appropriately classified. The employee submits a Position Description Audit Questionnaire (PDAQ) to their immediate supervisor to initiate the job audit process. The immediate supervisor and second level supervisor are required to review and approve the information submitted on the PDAQ. Once the PDAQ is approved, it is submitted to the Classification Unit in the Office of Human Resources. The Classification Unit will review the PDAQ and determine if the position is appropriately classified or not. If the Classification Unit determines that the position is not classified correctly, it will provide a recommendation to change the classification. The recommendation will be reviewed and approved by the employee's management up to and including the appropriate Vice President. The approved recommendation will then be submitted to the University's Board of Trustees for approval.

Leave Without Compensation	If an employee is unable to work due to a documented medical condition or for other approved reasons and they have exhausted all accrued sick leave, vacation leave and compensatory time that they are entitled to use, the employee may continue their approved absence from work without pay and will retain status as a University employee.
Market Increase	The Classification unit in the Office of Human Resources will, upon request from a dean or vice president, conduct a market evaluation of a position or positions to determine if the University is providing an appropriate level of compensation. If it is determined that the current level of compensation is below the established market, a recommendation will be made to adjust the current level of compensation.
Merit Increase	Increase in pay granted for meeting established performance criteria.
Non-Renewal	Separation of employment of a Contract Professional employee without cause in accordance with the requirements established in University Rule 3359-22-01. The University is required to provide notice in writing to the affected Contract Professional employee. If the individual has two years or less service with the University, they will receive three months notice. If the individual has more than two years of service, six months' notice is required.
Offline Salary Adjustment	Increase in salary that occurs outside of annual salary review process. Recommendations for offline salary adjustments are submitted by the appropriate Vice President to the Office of Human Resources for review and approval. Offline salary adjustments are normally recommended when specific market (internal or external) or equity (internal) issues exist with an individual's salary. Offline increases may also be recommended as a result of a reorganization involving a change in responsibilities.
Probationary Removal	Classified civil service employees are required to serve and successfully complete a probationary period following any initial appointment into a classified civil service position. If an employee's service is found to be unsatisfactory, the employee may be removed from the position at any time during the probationary period. The length of the probationary period is 120 days for classified civil service employees/CWA bargaining-unit employees and one year for Police Officers in the FOP bargaining unit. A probationary classified civil service employee duly removed for unsatisfactory service does not have the right to appeal the removal to the State Personnel Board of Review. A probationary bargaining unit employee is not permitted to appeal the removal decision under the terms of the collective bargaining agreements.

Promotion	The movement of an employee from one position to another budgeted position at a higher classification and pay range; or a higher salary where a pay range does not exist. The former position becomes vacant.
Resignation	A voluntary termination of employment.
Salary Basis Change	A change in appointment status for an employee, 12-month to 9-month or vice-versa.
Status Change	A change in pay group, job family or job function.
Stipend	Contract Professional and non-bargaining unit staff employees may receive a temporary stipend for substantial increases in responsibility for activities outside of the normal scope of the employee's assigned classification (University Rule 3359-11-12.1). Full-time Faculty may receive a stipend for primarily administrative functions requiring substantial increases in responsibility and for activities not included in the ordinary load of teaching, research, and professional service for full-time faculty (University Rule 3359-11-12).
Supplemental	Additional compensation provided for completion of assigned job responsibilities.
Temporary Appointment	An appointment for a limited period of time with a specific beginning and ending date.
Tenure Change	A change to the date for tenure eligibility for a full-time faculty member in a tenure-track position.
Title Change	An employee remains in their budgeted position, but the title changes and there may be an increase in salary. No vacancy is created by the move.
Transfer	Lateral move of an employee from one department to another department, where the employee stays in the same classification.
Training/Apprenticeship	The Collective Bargaining Agreement between the University and the Communication Workers of America contains language in Addendum A that authorizes the Office of Human Resources to develop and administer a Job Enrichment and Apprenticeship Program for CWA bargaining-unit employees. Employees selected to participate in the program are given an opportunity to expand their knowledge and skills. In return, these employees are provided with an increase in pay to reflect the expanded knowledge/skill set that they have developed. All increases in pay are awarded in accordance with approved Wage Progression Schedule.

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Pertaining to Personnel Actions

BE IT RESOLVED, that the Personnel Actions recommended by President Gary L. Miller, dated April 21, 2021, as attached, which include but are not limited to hires, promotions, leaves, fellowships, reclassifications, renewals, non-renewals, orders of removal, etc., be approved as amended.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**FINANCE & ADMINISTRATION COMMITTEE**


**TAB 2**

**FINANCIAL REPORT FOR THE  
EIGHT MONTHS ENDED FEBRUARY 28, 2021**



**DATE:** April 5, 2021

**TO:** Dallas A. Grundy, MBA  
Senior Vice President and Chief Financial Officer

**FROM:** Amy S. Gilliland   
Director of Resource Analysis & Budgeting

**SUBJECT: General Fund, Auxiliary Funds, and Departmental Sales and Services Funds:  
Budget to Actual Results for the Eight Months Ended February 28, 2021**

As requested, the Office of Resource Analysis & Budgeting provides the accompanying Financial Report for the eight months ended February 28, 2021 for the General Fund, Auxiliary Funds, and Departmental Sales and Services Funds (Akron and Wayne combined) together with accompanying FY21 budget assumptions and narratives. This Financial Report should be presented for consideration and approval at the April 21, 2021 Board of Trustees meeting.

The University's two primary revenue sources continue to be tuition and fees and State Share of Instruction. For tuition and fees, the FY21 revised budget reflects projections as of February 28, 2021. With actual spring revenues now known, indications are that by year end, net tuition and fees may fall short of the revised budget by approximately \$3.6 million.

The General Fund expenditures are being closely monitored and significant expected variances from the revised budget will be explained in the narrative as appropriate. The revised budget reflects the impact of the CARES Act funding the University had received, or expected to receive, as of the December month end report.

The revised budgets for Auxiliary Enterprises Funds reflect the known and expected impact of the pandemic in spring 2021. The outlook is more favorable than initially anticipated in the original budget.

While the revised budget reflects an addition to the operating reserves of about \$19.6 million, this will be unfavorably impacted by lower than expected net tuition and fees and investment income and the mid-year reversal of the temporary salary reductions. Also, the miscellaneous income includes \$1.4 million from the sale of IP addresses which may not fully materialize in the current fiscal year.

**Resource Analysis & Budgeting**  
Akron, OH 44325-6202  
330-972-6521 Office · 330-972-6317 Fax

As referenced above, favorably impacting FY21 budget performance are the various federal grants that the University has received thus far. The schedule below shows the federal grants that will offset expenditures or support University pandemic efforts. The impact of the federal grants has been incorporated into the General Fund, Auxiliary Funds, and Sales and Services Funds projections.

CARES Act Grant	Source	Award	Expended	Available Balance	Allowability	Actual Usage	Period of Availability
Higher Education Emergency Relief Fund Federal Agency: Department of Education	U.S. Department of Education	\$7,075,909	\$7,075,909	\$0	Emergency Aid for Students (Pass-through funding)	Emergency Aid for Students	Fully utilized in FY2020
Higher Education Emergency Relief Fund Federal Agency: Department of Education	U.S. Department of Education	\$7,075,908	\$6,123,970.56	\$62,572	Institutional Use-Student Refunds and Additional Expenditures	Institutional Use-Student Refunds and Additional Expenditures	5/5/20-5/4/21
Higher Education Emergency Relief Fund Federal Agency: Department of Education	U.S. Department of Education	\$7,075,909	\$7,075,909	\$0	Emergency Aid for Students (Pass-through funding)	Emergency Aid for Students	Fully Utilized
Higher Education Emergency Relief Fund Federal Agency: Department of Education	U.S. Department of Education	\$15,803,162	\$2,185.13	\$15,800,976	Institutional Use-Student Refunds and Additional Expenditures	Institutional Use-Student Refunds and Additional Expenditures	
Coronavirus Relief Fund Federal Agency: Department of Treasury	Governor/Ohio Dept. of Higher Education	\$9,533,149	\$9,533,149	\$0	Student Refunds and Additional Expenditures	Student Refunds and Additional Expenditures	Fully Utilized
Coronavirus Relief Fund Federal Agency: Department of Treasury	Governor/Ohio Dept. of Higher Education	\$4,797,086	\$2,633,614.33	\$716,090	Student Refunds and Additional Expenditures	Student Refunds and Additional Expenditures	3/1/20-12/30/20
Coronavirus Relief Fund Federal Agency: Department of Treasury	Governor/Ohio Dept. of Higher Education	\$217,974	\$217,974	\$0	Mental Health Counselling for Students	Mental Health Counselling for Students	Fully Utilized
Coronavirus Relief Fund Federal Agency: Department of Treasury	Summit County	\$2,000,000	\$2,000,000	\$0	Public Safety and Public Health	Public Safety and Public Health (payroll & fringes)	Fully Utilized
Coronavirus Relief Fund Federal Agency: Department of Treasury	Governor of Ohio	\$370,556	\$6,953	\$363,603	Mental Health Counselling for Students	Mental Health Counselling for Students	
<b>Total</b>		<b>\$53,919,653</b>	<b>\$34,669,6664.02</b>	<b>\$16,943,243.13</b>			

Notes: The \$14,151,818 of grant funds received for emergency aid to students was awarded to students to help them pay for living expenses and additional expenses incurred due to the pandemic wherein some individuals were unable to work. The University acted as a fiduciary in administering all emergency aid to the students. The University must submit eligible expenditures to government officials in support of claiming any of the grant funds. The eligibility requirements vary by grant and amounts claimed are subject to audit by the University's external auditors as well as federal and state auditors.



**The University of Akron**  
**General Fund, Auxiliary Funds, and Departmental Sales and Services Funds**  
**Budget to Actual Results**  
**For the Eight Months Ended February 28, 2021**

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# **GENERAL FUND**

**For the Eight Months Ended February 28, 2021**

**The University of Akron**  
**Akron and Wayne General Fund Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

	FY20		FY21				
	YTD	YTD	Original Budget	Revised Budget	YTD Feb. 28	Actual to Revised Budget	
	June 30	Feb. 29				\$	%
Tuition & General Service Fees	\$175,612,417	\$169,054,082	\$149,694,000	\$161,563,000	\$152,632,398	(\$8,930,602)	
Other Fees	20,352,098	20,116,872	16,717,000	18,224,000	17,557,179	(666,821)	
Scholarships	(52,693,281)	(51,943,578)	(48,259,000)	(52,683,000)	(52,096,261)	586,739	
Net Tuition and Fees	143,271,234	137,227,375	118,152,000	127,104,000	118,093,316	(9,010,684) 93%	
State Share of Instruction	95,193,364	66,362,322	90,445,000	95,015,462	61,266,743	(33,748,719) 64%	
Indirect Cost Recovery	4,702,402	3,090,702	4,000,000	3,631,000	2,190,221	(1,440,779)	
Investment Income	735,189	586,902	500,000	500,000	14,154	(485,846)	
Miscellaneous Revenues	2,610,741	2,241,592	4,121,000	4,600,000	3,174,192	(1,425,808)	
Total Revenues	246,512,930	209,508,892	217,218,000	230,850,462	184,738,626	(46,111,836) 80%	
Payroll	138,668,320	92,092,937	111,722,000	116,917,000	77,390,869	39,526,131	
Fringes	40,363,924	28,591,384	36,829,000	38,383,000	28,872,318	9,510,682	
Total Compensation	179,032,244	120,684,321	148,551,000	155,300,000	106,263,187	49,036,813 68%	
Utilities	7,520,445	4,567,716	8,970,000	8,000,000	4,302,663	3,697,337	
Operating	29,578,814	24,413,357	28,652,000	25,504,000	17,532,739	7,971,261	
Total Non Personnel	37,099,259	28,981,072	37,622,000	33,504,000	21,835,402	11,668,598 65%	
Re-charge of prior-year expenditures	0	0	0	(7,971,000)	(6,964,606)	(1,006,394)	
Re-charge of current-year expenditures	0	0	0	(8,826,000)	(3,074,752)	(5,751,248)	
Total Net Expenditures	216,131,502	149,665,393	186,173,000	172,007,000	118,059,232	53,947,768 69%	
Net Before Transfers	30,381,428	59,843,499	31,045,000	58,843,462	66,679,394	35,634,394	
Transfers-In (Draw on Operating Reserves)	1,366,567	0	7,833,000	0	0	0	
Transfers-In Plant Fund and Other	1,131,571	131,571	0	0	18,007	18,007	
Advance-In	143,028	93,028	0	60,000	0	(60,000)	
Transfers-In Encumbrance	3,234,688	3,234,688	3,030,000	2,418,000	2,418,485	485	
Transfers-Out Plant Fund	(1,405,252)	(167,564)	(1,000,000)	(1,300,000)	(565,960)	734,040	
Transfers-Out Facilities Fee	(5,644,493)	(4,049,997)	(4,856,000)	(4,856,000)	(3,237,333)	1,618,667	
Transfers-Out General Service Fee	(11,631,000)	(7,082,443)	(9,328,000)	(9,328,000)	(6,218,667)	3,109,333	
Transfers-Out Other-Debt Service	(1,939,795)	(907,196)	(4,681,000)	(8,442,000)	(3,120,667)	5,321,333	
Transfers-Out Other	(13,098,257)	(7,910,673)	(22,043,000)	(15,333,000)	(14,695,334)	637,666	
Advance-Out	(120,000)	(440,000)	0	0	0	0	
Transfers-Out - Encumbrance	(2,418,485)	0	0	(2,500,000)	0	2,500,000	
Net Transfers	(30,381,428)	(17,098,586)	(31,045,000)	(39,281,000)	(25,401,468)	13,879,532	
Difference	\$0	\$42,744,913	\$0	\$19,562,462	\$41,277,926	\$49,513,926	

**The University of Akron  
Akron and Wayne General Fund Combined  
FY 2021 Revised Budget Assumptions**

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**Overall: The COVID-19 pandemic has complicated the instructional process; however, all efforts will be made to provide quality instruction to our valued students while providing a level of protection to students and our campus community.**

- The University will provide face-to-face instruction in the fall while complying with appropriate physical distancing;
- The original budget reflects potential instructional disruption as indicated by switching to remote instruction from the middle of the fall term through the middle of the spring term. This would result in partial refunds of room and board and certain other fees, as well as lost revenues from event cancellations causing net shortfalls in auxiliaries and reflected in additional transfers-out of \$8.3 million to support the impacted auxiliaries; and
- In reality, the hybrid instruction delivery mode was in effect until November 16, 2020 when all instruction was switched to remote delivery. Spring 2021 instruction is being delivered via face-to-face and remote blended learning and the term will be adjusted by starting two weeks of remote instruction followed by face to face and blended instruction then shifting to remote-only after spring break and through final exam week.

## **Revenues**

### Tuition & General Service Fees

- The original budget reflects overall blended student credit hour reduction of 15 percent; however, the revised budget reflects actual enrollment and reflects an overall decline of eight percent;
- Tuition and certain fee increase of 2.1 percent for the fall 2020 baccalaureate Tuition Guarantee Cohort; and
- Initiation of Tuition Guarantee for regional campuses effective fall 2020.

### Other Fees

- The original budget reflects overall blended student credit hour reduction of 15 percent; however, the revised budget reflects actual enrollment and reflects an overall decline of eight percent.

### Scholarships

- The revised budget for Undergraduate scholarships is \$42.8 million including College Credit Plus and Early college in the total amount of \$8.3 million as compared to the original budget of \$37.1 million, which includes College Credit Plus and Early College;
- The revised budget for Graduate assistant tuition and fee remissions is \$6 million as compared to the \$7.9 million original budget; and
- The revised Law School scholarship is \$3.9 million as compared to the \$3.3 million original budget.

**The University of Akron**  
**Akron and Wayne General Fund Combined**  
**FY 2021 Revised Budget Assumptions**

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State Share of Instruction

- The revised budget assumes State Share of Instruction (SSI) of \$95 million as compared to the original budget of \$90.4 million;
- Ohio Department of Higher Education (ODHE) indicated potential further reductions later in the fiscal year are possible depending on tax revenues collections and the outlook will be closely monitored; however, the Governor recently restored previous SSI reductions. The revised SSI allocation of \$95 million reflects a \$4.6 million increase over original budget.

Indirect Cost Recovery

- Reduction to align with FY20 revenues and assumed reduction in research activity due to COVID-19; and
- Distributions limited to the Principal Investigator at 10 percent with remainder to the Center.

Investment Income

- The original budget reflected a reduction of 64.5% in anticipation of loss of market value resulting from reduced balances and the impact of COVID-19 on the federal funds rate;
- The revised budget reflects the significant impact of unfavorable interest rates combined with lower short term balances; and
- Market fluctuations, either way, will impact the actual amount.

Miscellaneous Revenues

- Major revenues include \$2.3 million from the University of Akron Research Foundation (UARF); \$0.5 million from Federal energy tax credit; \$250,000 from phase out of Perkins Loan program; and rental income from leased space; and
- The revised budget considers the sale of older generation Internet Protocol (IP) addresses for \$1.4 million.

**Expenditures**

Payroll and Vacancies

- No raise pool is contemplated;
- Abolishment of 178 filled and unfilled positions;
- \$1 million of salary and vacancy savings related to the amount of time funded positions remain vacant;
- \$625,000 in reallocation of General Fund compensation to grants, leaves without pay, and professional development leaves;
- Except for the AAUP, the remainder of campus employees accepted tiered one-time wage reductions totaling \$2.2 million. The wage reductions, if effectuated for the AAUP would increase to \$4.1 million;
- After approval of the revised budget, the Board agreed to end the temporary salary reductions after six months, and the ratified AAUP contract included a six-month

**The University of Akron**  
**Akron and Wayne General Fund Combined**  
**FY 2021 Revised Budget Assumptions**

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temporary salary reduction, among other compensation items, to take effect in FY 2021-22; and

- Vacation and sick leave payoffs will be at least \$1 million more than in a normal fiscal year.

Fringes

- Pooled fringe rates as follows:
  - 29 percent – full time
  - 15.45 percent – part time
  - 5 percent – graduate assistants and student assistants
- Voluntary Retirement Incentive Program (VRIP) - Final year of the three-year program. HRSA and 403(b) payments totaling \$931,000;
- Voluntary Separation and Retirement Program (VSRP) – Annual salaries of separated employees paid in two installments during FY21, totaling \$3.7 million;
- \$1 million in savings associated with increased employee contributions to healthcare and elimination of the retiree dependent coverage effective December 31, 2020; and
- \$2 million provided for estimated unemployment compensation payments.

Utilities

- Original budget of \$9 million assumed electric, natural gas, and water and sewer expenditures increasing from prior year's actual by \$1.5 million. However, the revised budget reflects an additional reduction of \$970,000.

Operating

- The designated fees such as course fees and technology fees, etc., are enrollment driven and are assumed to follow the 15 percent student credit hour decline; however will be higher as anticipated blended annual student credit hour production is closer to eight percent;
- The designated fees and start-ups assume that only current-year revenues and/or allocations are expended; however, a certain level of carry over exists within these fees and start-ups, which may be expended by the units and therefore cause expenditures to exceed the initial allocations;
- Assumes departmental operating budgets were reduced \$3.4 million in accord with the target reductions;
- Assumes campus operating budgets will be underspent by \$1.5 million;
- In the absence of departmental and college level IDC distributions, the Center continues to assume certain research related costs in the amount of \$450,000; and
- State minimum wage adjustment.

**Other**

Re-Charge of Prior-Year Expenditures

**The University of Akron**  
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**FY 2021 Revised Budget Assumptions**

- Certain FY2020 expenditures in the amount of \$8.1 million were or will be recharged and covered by various COVID relief grants.

Re-Charge of Current-Year Expenditures

- Certain FY2021 expenditures in the amount of \$8.8 million were or will be incurred within the General Fund in response to COVID preparedness and related safety. These expenditures were or will be re-charged to various COVID relief grants.

Transfers-In (Draw on Operating Reserves)

- The original budget reflected a draw on reserves of \$7.8 million; however, the revised budget does not reflect a draw on reserves. The revised budget presumes that largely due to the COVID relief funds and better-than-expected enrollment and SSI an operating surplus in the amount of \$19.6 million will occur. This will be reduced by the amount of the temporary salary reductions that were reversed mid-year and may also be impacted if the sale of IP addresses is not fully executed in the current fiscal year. All revenues and expenditures will be closely monitored and significant changes will impact the year-end outcome.

Transfers-Out Plant Fund

- The revised budget presumes that capital projects will be funded by \$1.3 million as compared to the original budget of \$1 million.

Transfers-Out

- Original budgeted transfers to Auxiliaries assumed General Service Fee, \$9.3 million; Facilities Fee, \$4.9 million; and Other, \$26.7 million and were based on a 15 percent decline in student credit hours; whereas the revised budgets presume an eight percent decline. The mix and blend of transfers will be adjusted on the March report and will be adjusted based on revenue challenges of the auxiliaries; and
- The revised budgets indicate \$2.9 million less of auxiliary reliance upon General Fund support.

	Original Budget General Service Fees	Revised Budget General Service Fees	Original Budget Facilities Fees	Revised Budget Facilities Fees	Original Budget Other Support & Other Debt Service	Revised Budget Other Support & Other Debt Service	Original Budget Total	Revised Budget Total
Athletics	\$ 9,328,000	\$ 9,328,000	\$ 2,527,000	\$ 2,527,000	\$ 7,957,000	\$ 9,597,000	\$ 19,812,000	\$ 21,452,000
Residence Life & Housing	-	-	-	-	8,101,000	6,662,000	8,101,000	6,662,000
E.J. Thomas PAH	-	-	-	-	630,000	630,000	630,000	630,000
Dining (Aramark)	-	-	-	-	2,914,000	-	2,914,000	-
Recreation & Wellness Services	-	-	856,000	856,000	2,296,000	2,296,000	3,152,000	3,152,000
Jean Hower Taber Student Union	-	-	1,473,000	1,473,000	2,642,000	2,642,000	4,115,000	4,115,000
Parking & Transportation Services	-	-	-	-	2,184,000	1,948,000	2,184,000	1,948,000
<b>Total</b>	<b>\$ 9,328,000</b>	<b>\$ 9,328,000</b>	<b>\$ 4,856,000</b>	<b>\$ 4,856,000</b>	<b>\$ 26,724,000</b>	<b>\$ 23,775,000</b>	<b>\$ 40,908,000</b>	<b>\$ 37,959,000</b>

**The University of Akron**  
**Akron and Wayne General Fund Combined**  
**FY 2021 Revised Budget Assumptions**

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- The following table further breaks down the Transfers-Out for Other Support and Other Debt Service:

	Original Budget Other Support	Revised Busget Other Support	Original Budget Other Debt Service	Revised Budget Other Debt Service	Original Budget Other Support & Other Debt Service Total	Revised Budget Other Support & Other Debt Service
Athletics	\$ 5,522,000	\$ 7,162,000	\$ 2,435,000	\$ 2,435,000	\$ 7,957,000	\$ 9,597,000
Residence Life & Housing	8,101,000	4,330,000	-	2,332,000	8,101,000	6,662,000
E.J. Thomas PAH	630,000	630,000	-	-	630,000	630,000
Dining (Aramark)	2,914,000	-	-	-	2,914,000	-
Recreation & Wellness Services	1,470,000	1,470,000	826,000	826,000	2,296,000	2,296,000
Jean Hower Taber Student Union	1,222,000	1,222,000	1,420,000	1,420,000	2,642,000	2,642,000
Parking & Transportation Services	2,184,000	519,000	-	1,429,000	2,184,000	1,948,000
	<u>\$ 22,043,000</u>	<u>\$ 15,333,000</u>	<u>\$ 4,681,000</u>	<u>\$ 8,442,000</u>	<u>\$ 26,724,000</u>	<u>\$ 23,775,000</u>

Debt Service

- The General Fund debt service requirement for FY21 reflects \$4.8 million of temporary relief as a result of the debt deferral initiative. Recent refinancing and reserves that reside in the Plant Fund, and debt reserves will service the remaining \$4.7 million FY21 General Fund debt service obligation.

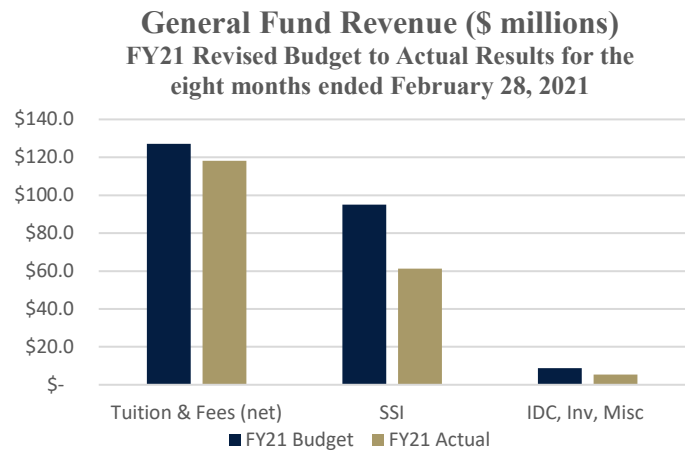


**The University of Akron  
Akron and Wayne General Fund Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021**

**Revenues**

Tuition & General Service Fees: Tuition & General Service Fees revenues total \$152.6 million or approximately 94 percent as compared to the annual revised budget of \$161.6 million. This amount reflects all but the first portion of summer 2021.

The summer credit hours exceeded the prior year by four percent in undergraduate production but lagged prior year activity by eight percent in graduate and about one percent in law. Fall numbers exceed expectations as the expected 15 percent decline in credit hour production is closer to a decline of about 7.5 percent. Spring credit hour production was down 9.9 percent from the prior spring. Overall credit hour production for the year is eight percent lower than in FY20. The Tuition and Fee budget was revised from \$149.7 million to \$161.6 million to reflect the favorable enrollment results, however trending indicates revenues may fall short by \$3 million. However, the increase in enrollment also resulted in an increase in projected scholarships and the budget was revised to \$52.7 million from the original \$48.3 million. Net Tuition and Fees revenues are trending to approach \$123.5 million by year end.



However, the increase in enrollment also resulted in an increase in projected scholarships and the budget was revised to \$52.7 million from the original \$48.3 million. Net Tuition and Fees revenues are trending to approach \$123.5 million by year end.

Other Fees: Other Fees revenues total \$17.6 million or approximately 96 percent as compared to the annual revised budget of \$18.2 million which was increased from the original budget of \$16.7 million.

Other Fees include various student fees such as technology fees (28 percent), facilities fees (23 percent), and unit and course/content, administrative, career advantage and other fees (49 percent). The electronic content fees are charged to a student’s account, the proceeds of which accrue to Barnes & Noble.

Many of the fees remain within the General Fund and are used for operations while the Facilities Fee passes through to Auxiliary units and contributes toward the debt service requirements of the Student Recreation and Wellness Center, Student Union, InfoCision Stadium, and the Fieldhouse.

Scholarships: Scholarships total \$52.1 million or approximately 99 percent of the \$52.7 million annual revised budget. Year-to-date Scholarships include undergraduate (\$42.4 million), graduate tuition remissions (\$5.9 million), and law (\$3.8 million). The discounts associated with College Credit Plus and Early College are expected to be around \$8.6 million for the fiscal year. Scholarships are trending to total \$52.8 million by the end of the fiscal year.

State Share of Instruction: State Share of Instruction (SSI) revenues total \$61.3 million or 64 percent as compared to the annual revised budget of \$95 million. As a result of the Governor’s recent executive order restoring previous SSI reductions, the expected SSI of \$95 million reflects a \$4.6 million increase over the original budget.

**The University of Akron**  
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**Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021**

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Indirect Cost Recovery: IDC revenues total \$2.2 million or approximately 60 percent as compared to the annual revised budget of \$3.6 million. Anticipated revenue of \$3.6 million is in line with the revised budget.

IDC is proportionately related to externally funded research activities and is allocated with 90 percent used to pay the general expenditures of the University and 10 percent allocated to the principal investigators.

Investment Income: Investment Income revenues total \$14,154. A decline in the cash balances as well as lower interest rates are factors in this unfavorable return. Expected Investment Income of \$26,000 is in significantly less than the revised budget of \$500,000.

Miscellaneous Revenues: The revised budget of \$4.6 million includes the support provided by the University of Akron Research Foundation (UARF) in the amount of \$2.3 million and the proceeds in the amount of \$1.4 million from the sale of the older generation Internet Protocol (IP) addresses.

**Expenditures**

Compensation: Gross payroll expenditures total \$77.4 million or 66 percent of the annual revised budget of \$116.9 million. Approximately \$5.3 million of prior-year payroll expenditures were also re-charged to COVID relief grants, thereby reducing the gross amount. Year-end payroll is expected to exceed the revised budget as the temporary salary reductions were reversed mid-year.

Gross fringe benefits of \$28.9 million are 75 percent of the revised budget of \$38.4 million. Approximately \$1.6 million of prior-year and \$.8 million of current-year fringe benefit expenditures were re-charged to COVID relief grants. Fringes are trending to end the year in line with the revised budget.

Utilities: The gross Utilities charges approximated \$4.3 million or 54 percent of the \$8 million revised budget. Approximately \$.3 million of current-year utility expenditures were re-charged to COVID relief grants. Usage is down from prior years as activity on campus is significantly reduced. Indications are that by year-end, total utility spend will be in line with the revised budget.

<b>Employee Type</b>	<b>Actual YTD</b>
Faculty	\$41,855,000
Staff	16,136,000
Contract Professionals	16,208,000
Graduate Assistants	3,192,000
Gross Payroll	77,391,000
Current-year re-charge	(1,478,000)
Net Current-year Payroll	\$75,913,000

*Note 1: Includes all General Fund payroll-related activities (e.g. full time, part time, overload, etc.).*

*Note 2: Excludes fringe benefits.*

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Akron and Wayne General Fund Combined  
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28, 2021**

<b>Functional Category</b>	<b>Actual YTD</b>
Instruction and Departmental Research	\$ 62,286,000
Separately Budgeted Research	2,588,000
Public Service	94,000
Academic Support	14,925,000
Student Services	7,248,000
Institutional Support	29,779,000
Operation and Maintenance of Plant	10,412,000
Scholarships and Fellowships	52,864,000
Gross Expenditures	\$ 180,196,000
Current-year re-charge	(3,074,752)
Net current-year expenditures	\$ 177,121,248

Note: The expenditures are summarized by functional classification.

Operating: Gross operating expenditures total \$17.5 million or approximately 69 percent of the \$25.5 million revised budget. These expenditures trend higher in the first half of the year as annual contracts and blanket purchase orders are encumbered. The eight-month results include \$4.3 million in encumbered funds.

The expenditures are incurred within the operating units primarily for software license, supplies and services, transcribing, advertising, travel and occasionally smaller dollar capital items such as computers and equipment.

The outlook of the year-end operating expenditures of \$25.5 million will be further analyzed for future reports.

**Transfers, Advances, and Loan**

Transfers-In (Draw on Operating Reserves): The original budget assumed the draw on operating reserves of \$7.8 million, whereas the revised budget contemplates an operating draw will no longer occur due to better than expected enrollment, increased State Share of Instruction, reduced costs and the re-charge of expenditures to COVID-related grants. The revised budget indicates an addition of \$19.6 million to the operating reserves, however, this will be impacted as tuition and fees are trending less than expected, as well as investment income and miscellaneous income which may not fully realize the expected \$1.4 million from the sale of IP addresses. Payroll expenditures will be higher than expected following the mid-year reversal of the temporary salary reductions. Revenues and expenditures will be closely monitored, and significant variances will be reported as to the impact on year-end results.

Transfers-Out Plant Fund: To date, the following transfers have been made for capital projects or underspent funds returned from completed projects:

- \$400,000 EJ Thomas concrete repair;
- \$125,000 JAR air conditioning;
- \$120,000 Wonder Bread site improvement;
- \$50,000 Kolbe Hall roof chiller;
- \$30,000 Polsky building waterproofing;
- (\$86,000) Auburn Science and Engineering Center (ASEC) project; and
- (\$73,000) Medina campus wet lab.

Transfers-Out Facilities Fee: The anticipated annual Facilities Fee revenues are transferred ratably throughout the fiscal year to support the debt service of the Stadium, Fieldhouse, Student Union, and Student Recreation and Wellness Center. At 67 percent of budget, these transfers are in line with the budget. To the extent the facilities fee revenues differ from the budget, this transfer will be adjusted, and

**The University of Akron**  
**Akron and Wayne General Fund Combined**  
**Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021**

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the Transfers-Out Other – Debt Service (see immediately below) will be increased or decreased accordingly.

Transfers-Out Other – Debt Service: The Facilities Fees support the debt service of the Stadium, Fieldhouse, Student Union, and Student Recreation and Wellness Center. The Facilities Fees have declined over the years and no longer fully service the affiliated debt service of those buildings so these transfers provide the remaining debt service funding. The transfers are provided ratably throughout the year and \$3.1 million or 37 percent of the revised budget was transferred to date. The remaining balance will be transferred ratably over the final four months of the fiscal year.

To the extent the facilities fee revenues differ from the budget, this transfer will be adjusted and increased or decreased accordingly.

Transfers-Out General Service Fee: The majority of the General Service Fee revenues, 94 percent, is transferred to Intercollegiate Athletics in support of operations. The annual budget amount is transferred evenly throughout the fiscal year and will be adjusted as needed to reflect actual revenues. To date, \$6.2 million has been transferred which represents 67 percent of the revised budget.

Transfers-Out – Other: The revised budget reflects \$15.3 million to provide supplemental support to various auxiliaries. This amount is \$6.7 million less than the original budget and the adjusting transfers will be reflected in future months.

Advances:

	Balance July 1, 2020	Loans Advances-Out	Repayments Advances-In	Balance Feb. 28, 2021
Musson Industrial Control System Test Bed	\$ 70,000	\$ -	\$ -	\$ 70,000
Cummings Center	10,000	-	-	10,000
Total	<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 80,000</u>

Loan: During FY20 the University of Akron Foundation provided a loan to the University in the form of a line of credit of up to \$1 million to help fund the baseball field project until donations materialize. The outstanding balance on July 1, 2020 was \$300,000. As of February 28, additional draws totaling \$540,000 and gifts of \$400,000 leave an outstanding balance of \$440,000. The construction project is concluding so future draws are unlikely.

# **AUXILIARY FUNDS**

**For the Eight Months Ended February 28, 2021**

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Auxiliary Funds Combined	FY20		FY21				
	YTD June 30	YTD February 28	Original Budget	Revised Budget	YTD February 28	\$ Budget Variance	% of Budget
Revenues	\$36,627,478	\$32,792,362	\$19,166,000	\$21,281,000	\$17,763,551	(\$3,517,449)	83%
Payroll	10,891,539	6,975,745	9,096,000	8,985,720	5,634,426	3,351,294	
Fringes	3,742,439	2,527,431	2,975,000	2,983,258	1,808,003	1,175,255	
Total Compensation	14,633,978	9,503,176	12,071,000	11,968,978	7,442,429	4,526,549	62%
Operating	24,227,608	20,215,006	20,790,000	19,127,000	11,269,212	7,857,788	
Scholarships	6,265,978	6,074,699	5,910,000	5,458,000	4,883,213	574,787	
Total Non Personnel	30,493,586	26,289,705	26,700,000	24,585,000	16,152,425	8,432,575	66%
Re-charge of prior-year expenditures	0	0	0	(155,186)	(155,186)	0	
Re-charge of current-year expenditures	0	0	0	(93,440)	(93,440)	0	
Total Net Expenditures	45,127,564	35,792,881	38,771,000	36,305,352	23,346,228	12,959,124	64%
Net Before Transfers	(8,500,086)	(3,000,519)	(19,605,000)	(15,024,352)	(5,582,677)	9,441,675	
Transfers-In - Facilities Fee	7,600,464	5,357,976	4,856,000	4,856,000	3,237,334	(1,618,666)	
Transfers-In - General Service Fee	11,631,000	7,082,443	9,328,000	9,328,000	6,218,667	(3,109,333)	
Transfers-In - Other-Debt Service	1,939,795	907,196	4,681,000	8,442,000	3,120,667	(5,321,333)	
Transfers-In - Other	13,098,257	7,910,673	22,043,000	15,332,549	14,695,334	(637,215)	
Transfers-In - Fund Balance	1,403,284	0	4,528,000	2,790,146	1,860,098	(930,048)	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	137,044	137,044	0	88,000	88,353	353	
Transfers-Out - Plant Fund	(143,559)	(141,581)	0	19,000	18,819	(181)	
Transfers-Out - Encumbrances	(88,353)	0	0	0	0	0	
Transfers-Out - Other	(119,331)	(119,331)	0	0	0	0	
Transfers-Out - Debt Service	(25,780,171)	(17,186,781)	(25,780,000)	(25,780,000)	(17,186,483)	8,593,517	
Net Transfers	9,678,430	3,947,639	19,656,000	15,075,695	12,052,789	(3,022,906)	
Difference	\$1,178,344	\$947,120	\$51,000	\$51,343	\$6,470,112	\$6,418,769	

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Athletics	FY20		FY21				
	YTD June 30	YTD February 28	Original Budget	Revised Budget	YTD February 28	\$ Budget Variance	% of Budget
Revenues	\$7,253,018	\$4,206,883	\$8,315,000	\$4,654,000	\$460,875	(\$4,193,125)	10%
Payroll	8,360,131	5,349,818	6,936,000	6,779,000	4,340,670	2,438,330	
Fringes	2,583,387	1,726,588	2,186,000	1,983,000	1,280,994	702,006	
Total Compensation	10,943,518	7,076,406	9,122,000	8,762,000	5,621,664	3,140,336	64%
Operating	10,073,914	9,199,201	8,136,000	7,003,000	4,449,714	2,553,286	
Scholarships	6,265,978	6,074,699	5,910,000	5,458,000	4,883,213	574,787	
Total Non Personnel	16,339,892	15,273,900	14,046,000	12,461,000	9,332,927	3,128,073	75%
Re-charge of prior-year expenditures	0	0	0	(30,947)	(30,947)	0	
Re-charge of current-year expenditures	0	0	0	(34,462)	(34,462)	0	
Total Net Expenditures	27,283,410	22,350,306	23,168,000	21,157,591	14,889,182	6,268,409	70%
Net Before Transfers	(20,030,392)	(18,143,423)	(14,853,000)	(16,503,591)	(14,428,307)	2,075,284	
Transfers-In - Facilities Fee	3,952,630	2,835,753	2,527,000	2,527,000	1,684,667	(842,333)	
Transfers-In - General Service Fee	11,631,000	7,082,443	9,328,000	9,328,000	6,218,667	(3,109,333)	
Transfers-In - Other-Debt Service	1,009,044	472,029	2,435,000	2,435,000	1,623,333	(811,667)	
Transfers-In - Other	8,689,713	4,872,644	5,522,000	7,161,591	3,681,333	(3,480,258)	
Transfers-In - Fund Balance	0	0	0	0	0	0	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	12,817	12,817	0	11,000	10,823	(177)	
Transfers-Out - Plant Fund	0	0	0	0	0	0	
Transfers-Out - Encumbrances	(10,823)	0	0	0	0	0	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Debt Service	(4,961,674)	(3,307,783)	(4,959,000)	(4,959,000)	(3,305,785)	1,653,215	
Net Transfers	20,322,707	11,967,903	14,853,000	16,503,591	9,913,038	(6,590,553)	
Difference	\$292,315	(\$6,175,520)	\$0	\$0	(\$4,515,269)	(\$4,515,269)	

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Residence Life & Housing	FY20		FY21				
	YTD June 30	YTD February 28	Original Budget	Revised Budget	YTD February 28	\$ Budget Variance	% of Budget
Revenues	\$17,440,272	\$17,742,425	\$7,224,000	\$10,690,000	\$11,167,255	\$477,255	104%
Payroll	816,738	531,743	681,000	754,425	450,525	303,900	
Fringes	301,270	208,071	195,000	247,023	153,639	93,384	
Total Compensation	1,118,008	739,814	876,000	1,001,448	604,164	397,284	60%
Operating	6,492,869	4,503,598	5,006,000	6,752,000	3,522,136	3,229,864	
Scholarships	0	0	0	0	0	0	
Total Non Personnel	6,492,869	4,503,598	5,006,000	6,752,000	3,522,136	3,229,864	52%
Re-charge of prior-year expenditures	0	0	0	(32,225)	(32,225)	0	
Re-charge of current-year expenditures	0	0	0	(13,448)	(13,448)	0	
Total Net Expenditures	7,610,877	5,243,412	5,882,000	7,707,775	4,080,627	3,627,148	53%
Net Before Transfers	9,829,395	12,499,013	1,342,000	2,982,225	7,086,628	4,104,403	
Transfers-In - Facilities Fee	0	0	0	0	0	0	
Transfers-In - General Service Fee	0	0	0	0	0	0	
Transfers-In - Other-Debt Service	0	0	0	2,332,000	0	(2,332,000)	
Transfers-In - Other	0	0	8,101,000	4,329,590	5,400,667	1,071,077	
Transfers-In - Fund Balance	784,346	0	1,199,000	990,185	660,123	(330,062)	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	37,458	37,458	0	8,000	8,192	192	
Transfers-Out - Plant Fund	0	0	0	0	0	0	
Transfers-Out - Encumbrances	(8,192)	0	0	0	0	0	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Debt Service	(10,643,007)	(7,095,338)	(10,642,000)	(10,642,000)	(7,094,597)	3,547,403	
Net Transfers	(9,829,395)	(7,057,880)	(1,342,000)	(2,982,225)	(1,025,615)	1,956,610	
Difference	\$0	\$5,441,133	\$0	\$0	\$6,061,013	\$6,061,013	



**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

EJ Thomas Performing Arts Hall	FY20		FY21				
	YTD June 30	YTD February 28	Original Budget	Revised Budget	YTD February 28	\$ Budget Variance	% of Budget
Revenues	\$1,994,086	\$1,642,572	\$2,668,000	\$244,000	\$243,996	(\$4)	100%
Payroll	285,479	173,358	321,000	241,000	166,602	74,398	
Fringes	86,388	54,234	92,000	72,000	48,779	23,221	
Total Compensation	371,867	227,592	413,000	313,000	215,381	97,619	69%
Operating	1,954,106	1,741,401	2,559,000	364,000	203,297	160,703	
Scholarships	0	0	0	0	0	0	
Total Non Personnel	1,954,106	1,741,401	2,559,000	364,000	203,297	160,703	56%
Re-charge of prior-year expenditures	0	0	0	0	0	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Net Expenditures	2,325,973	1,968,993	2,972,000	677,000	418,678	258,322	62%
Net Before Transfers	(331,887)	(326,421)	(304,000)	(433,000)	(174,682)	258,318	
Transfers-In - Facilities Fee	0	0	0	0	0	0	
Transfers-In - General Service Fee	0	0	0	0	0	0	
Transfers-In - Other-Debt Service	0	0	0	0	0	0	
Transfers-In - Other	871,381	580,921	630,000	630,000	420,000	(210,000)	
Transfers-In - Fund Balance	0	0	0	91,000	60,667	(30,333)	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	0	0	0	38,000	38,009	9	
Transfers-Out - Plant Fund	33,483	33,483	0	0	0	0	
Transfers-Out - Encumbrances	(38,009)	0	0	0	0	0	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Debt Service	(326,631)	(217,754)	(326,000)	(326,000)	(217,335)	108,665	
Net Transfers	540,224	396,650	304,000	433,000	301,341	(131,659)	
Difference	\$208,337	\$70,229	\$0	\$0	\$126,659	\$126,659	

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Dining (Aramark)	FY20		FY21				
	YTD June 30	YTD February 28	Original Budget	Revised Budget	YTD February 28	\$ Budget Variance	% of Budget
Revenues	\$2,434,450	\$1,915,226	(\$3,384,000)	\$1,410,000	\$1,216,887	(\$193,113)	86%
Payroll	96,843	22,329	55,000	70,000	32,160	37,840	
Fringes	279,904	191,804	150,000	315,000	99,304	215,696	
Total Compensation	376,747	214,133	205,000	385,000	131,464	253,536	34%
Operating	1,006,119	876,655	1,247,000	1,197,000	500,026	696,974	
Scholarships	0	0	0	0	0	0	
Total Non Personnel	1,006,119	876,655	1,247,000	1,197,000	500,026	696,974	42%
Re-charge of prior-year expenditures	0	0	0	0	0	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Net Expenditures	1,382,866	1,090,788	1,452,000	1,582,000	631,490	950,510	40%
Net Before Transfers	1,051,584	824,438	(4,836,000)	(172,000)	585,397	757,397	
Transfers-In - Facilities Fee	0	0	0	0	0	0	
Transfers-In - General Service Fee	0	0	0	0	0	0	
Transfers-In - Other-Debt Service	0	0	0	0	0	0	
Transfers-In - Other	0	0	2,914,000	0	1,942,667	1,942,667	
Transfers-In - Fund Balance	0	0	2,700,000	907,000	604,667	(302,333)	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	46,397	46,397	0	24,000	24,017	17	
Transfers-Out - Plant Fund	(175,064)	(175,064)	0	19,000	18,819	(181)	
Transfers-Out - Encumbrances	(24,017)	0	0	0	0	0	
Transfers-Out - Other	(12,000)	(12,000)	0	0	0	0	
Transfers-Out - Debt Service	(777,390)	(518,260)	(778,000)	(778,000)	(518,626)	259,374	
Net Transfers	(942,074)	(658,927)	4,836,000	172,000	2,071,544	1,899,544	
Difference	\$109,510	\$165,511	\$0	\$0	\$2,656,941	\$2,656,941	

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Recreation & Wellness Services	FY20		FY21				
	YTD	YTD	Original	Revised	YTD	\$ Budget	% of
	June 30	February 28	Budget	Budget	February 28	Variance	Budget
Revenues	\$507,555	\$422,623	\$87,000	\$56,000	\$55,366	(\$634)	99%
Payroll	541,913	363,905	448,000	468,110	274,424	193,686	
Fringes	198,076	141,101	148,000	153,962	88,917	65,045	
Total Compensation	739,989	505,006	596,000	622,072	363,341	258,731	58%
Operating	1,423,776	1,093,426	1,020,000	1,190,000	677,913	512,087	
Scholarships	0	0	0	0	0	0	
Total Non Personnel	1,423,776	1,093,426	1,020,000	1,190,000	677,913	512,087	57%
Re-charge of prior-year expenditures	0	0	0	(31,039)	(31,039)	0	
Re-charge of current-year expenditures	0	0	0	(22,072)	(22,072)	0	
Total Net Expenditures	2,163,765	1,598,432	1,616,000	1,758,961	988,143	770,818	56%
Net Before Transfers	(1,656,210)	(1,175,809)	(1,529,000)	(1,702,961)	(932,777)	770,184	
Transfers-In - Facilities Fee	1,341,427	927,285	856,000	856,000	570,667	(285,333)	
Transfers-In - General Service Fee	0	0	0	0	0	0	
Transfers-In - Other-Debt Service	341,819	159,879	826,000	826,000	550,667	(275,333)	
Transfers-In - Other	1,896,581	1,299,387	1,470,000	1,470,000	980,000	(490,000)	
Transfers-In - Fund Balance	0	0	59,000	231,961	154,641	(77,320)	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	12,152	12,152	0	1,000	1,112	112	
Transfers-Out - Plant Fund	0	0	0	0	0	0	
Transfers-Out - Encumbrances	(1,112)	0	0	0	0	0	
Transfers-Out - Other	(107,331)	(107,331)	0	0	0	0	
Transfers-Out - Debt Service	(1,683,246)	(1,122,164)	(1,682,000)	(1,682,000)	(1,121,375)	560,625	
Net Transfers	1,800,290	1,169,208	1,529,000	1,702,961	1,135,712	(567,249)	
Difference	\$144,080	(\$6,601)	\$0	\$0	\$202,935	\$202,935	

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

	FY20		FY21				
	YTD	YTD	Original	Revised	YTD	\$ Budget	% of
	June 30	February 28	Budget	Budget	February 28	Variance	Budget
<b>Jean Hower Taber Student Union</b>							
Revenues	\$938,377	\$770,994	\$657,000	\$628,000	\$566,471	(\$61,529)	91%
Payroll	557,385	391,977	474,000	486,108	271,165	214,943	
Fringes	213,148	154,063	151,000	158,511	106,798	51,713	
Total Compensation	770,533	546,040	625,000	644,619	377,963	266,656	59%
Operating	1,447,351	1,021,582	1,245,000	1,245,000	696,918	548,082	
Scholarships	0	0	0	0	0	0	
Total Non Personnel	1,447,351	1,021,582	1,245,000	1,245,000	696,918	548,082	56%
Re-charge of prior-year expenditures	0	0	0	(32,343)	(32,343)	0	
Re-charge of current-year expenditures	0	0	0	(15,619)	(15,619)	0	
Total Net Expenditures	2,217,884	1,567,622	1,870,000	1,841,657	1,026,919	814,738	56%
Net Before Transfers	(1,279,507)	(796,628)	(1,213,000)	(1,213,657)	(460,448)	753,209	
Transfers-In - Facilities Fee	2,306,407	1,594,938	1,473,000	1,473,000	982,000	(491,000)	
Transfers-In - General Service Fee	0	0	0	0	0	0	
Transfers-In - Other-Debt Service	588,932	275,288	1,420,000	1,420,000	946,667	(473,333)	
Transfers-In - Other	1,640,582	1,157,721	1,222,000	1,222,000	814,667	(407,333)	
Transfers-In - Fund Balance	0	0	0	0	0	0	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	12,236	12,236	0	0	0	0	
Transfers-Out - Plant Fund	0	0	0	0	0	0	
Transfers-Out - Encumbrances	0	0	0	0	0	0	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Debt Service	(2,895,339)	(1,930,226)	(2,893,000)	(2,893,000)	(1,928,613)	964,387	
Net Transfers	1,652,818	1,109,957	1,222,000	1,222,000	814,721	(407,279)	
Difference	\$373,311	\$313,329	\$9,000	\$8,343	\$354,273	\$345,930	

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Parking & Transportation Services	FY20		FY21				
	YTD June 30	YTD February 28	Original Budget	Revised Budget	YTD February 28	\$ Budget Variance	% of Budget
Revenues	\$6,007,216	\$6,050,852	\$3,551,000	\$3,551,000	\$4,025,193	\$474,193	113%
Payroll	233,050	142,615	181,000	187,077	98,880	88,197	
Fringes	80,266	51,570	53,000	53,762	29,572	24,190	
Total Compensation	313,316	194,185	234,000	240,839	128,452	112,387	53%
Operating	1,827,760	1,777,430	1,571,000	1,371,000	1,216,978	154,022	
Scholarships	0	0	0	0	0	0	
Total Non Personnel	1,827,760	1,777,430	1,571,000	1,371,000	1,216,978	154,022	89%
Re-charge of prior-year expenditures	0	0	0	(28,632)	(28,632)	0	
Re-charge of current-year expenditures	0	0	0	(7,839)	(7,839)	0	
Total Net Expenditures	2,141,076	1,971,615	1,805,000	1,575,368	1,308,959	266,409	83%
Net Before Transfers	3,866,140	4,079,237	1,746,000	1,975,632	2,716,234	740,602	
Transfers-In - Facilities Fee	0	0		0	0	0	
Transfers-In - General Service Fee	0	0		0	0	0	
Transfers-In - Other-Debt Service	0	0		1,429,000	0	(1,429,000)	
Transfers-In - Other	0	0	2,184,000	519,368	1,456,000	936,632	
Transfers-In - Fund Balance	618,938	0	570,000	570,000	380,000	(190,000)	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	15,984	15,984	0	6,000	6,200	200	
Transfers-Out - Plant Fund	(1,978)	0	0	0	0	0	
Transfers-Out - Encumbrances	(6,200)	0	0	0	0	0	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Debt Service	(4,492,884)	(2,995,256)	(4,500,000)	(4,500,000)	(3,000,151)	1,499,849	
Net Transfers	(3,866,140)	(2,979,272)	(1,746,000)	(1,975,632)	(1,157,951)	817,681	
Difference	\$0	\$1,099,965	\$0	\$0	\$1,558,283	\$1,558,283	

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Wayne Student Union	FY20		FY21				
	YTD June 30	YTD February 28	Original Budget	Revised Budget	YTD February 28	\$ Budget Variance	% of Budget
Revenues	\$52,504	\$40,787	\$48,000	\$48,000	\$27,508	(\$20,492)	57%
Payroll	0	0	0	0	0	0	
Fringes	0	0	0	0	0	0	
Total Compensation	0	0	0	0	0	0	0%
Operating	1,713	1,713	6,000	5,000	2,230	2,770	
Scholarships	0	0	0	0	0	0	
Total Non Personnel	1,713	1,713	6,000	5,000	2,230	2,770	45%
Re-charge of prior-year expenditures	0	0	0	0	0	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Net Expenditures	1,713	1,713	6,000	5,000	2,230	2,770	45%
Net Before Transfers	50,791	39,074	42,000	43,000	25,278	(17,722)	
Transfers-In - Facilities Fee	0	0	0	0	0	0	
Transfers-In - General Service Fee	0	0	0	0	0	0	
Transfers-In - Other-Debt Service	0	0	0	0	0	0	
Transfers-In - Other	0	0	0	0	0	0	
Transfers-In - Fund Balance	0	0	0	0	0	0	
Transfers-In - Plant Fund	0	0	0	0	0	0	
Transfers-In - Encumbrances	0	0	0	0	0	0	
Transfers-Out - Plant Fund	0	0	0	0	0	0	
Transfers-Out - Encumbrances	0	0	0	0	0	0	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Debt Service	0	0	0	0	0	0	
Net Transfers	0	0	0	0	0	0	
Difference	\$50,791	\$39,074	\$42,000	\$43,000	\$25,278	(\$17,722)	

**The University of Akron**  
**Auxiliaries**  
**The Revised FY 2021 Assumptions**

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**Overall: The COVID-19 pandemic has complicated the instructional process; however, all efforts will be made to provide quality instruction to our valued students while providing a level of protection to students and our campus community.**

Revenues

- The original budget reflects overall blended student credit hour reduction of 15 percent; however, combined summer and fall student credit hours actually declined around seven percent; while spring 2021 blended student credit hours declined around nine percent from spring 2020. Assuming this holds, the expected annual blended credit hour decline is around eight percent;
- The University will provide face to face instruction in the fall, practicing physical distancing, and online options for at-risk and/or medical exceptions; and
- In reality, the hybrid instruction delivery mode was in effect until November 16, 2020 when all instruction was switched to remote delivery. Spring 2021 instruction is being delivered via face-to-face and remote blended learning and the term will be adjusted by starting two weeks of remote instruction followed by face to face and blended instruction then shifting to remote-only after spring break and through final exam week.

Payroll

- Assumes zero percent raises in all personnel categories as well as temporary tiered salary reductions as approved by the Board of Trustees.

Fringes

- Benefits such as 14 percent employer contribution to the respective retirement system, University contribution toward employee group insurance, employee and dependent fee remission, and University portion of employee parking permits.
- Fringe Benefits rates include 29 percent for full-time, 15.45 percent for part-time, and five percent for graduate and student assistants.

Transfers-In

- Represents General Service Fees, Facilities Fees and operating support passed through or from the General Fund.

	Original Budget General	Revised Budget General	Original Budget Facilities	Revised Budget Facilities	Original Budget & Other Debt	Revised Budget & Other Debt	Original Budget Total	Revised Budget Total	Annual Debt Service
Athletics	\$ 9,328,000	\$ 9,328,000	\$ 2,527,000	\$ 2,527,000	\$ 7,957,000	\$ 9,597,000	\$ 19,812,000	\$ 21,452,000	\$ 4,959,000
Residence Life & Housing	-	-	-	-	8,101,000	6,662,000	8,101,000	6,662,000	10,642,000
E.J. Thomas PAH	-	-	-	-	630,000	630,000	630,000	630,000	326,000
Dining (Aramark)	-	-	-	-	2,914,000	-	2,914,000	-	778,000
Recreation & Wellness Services	-	-	856,000	856,000	2,296,000	2,296,000	3,152,000	3,152,000	1,682,000
Jean Hower Taber Student Union	-	-	1,473,000	1,473,000	2,642,000	2,642,000	4,115,000	4,115,000	2,893,000
Parking & Transportation Services	-	-	-	-	2,184,000	1,948,000	2,184,000	1,948,000	4,500,000
<b>Total</b>	<b>\$ 9,328,000</b>	<b>\$ 9,328,000</b>	<b>\$ 4,856,000</b>	<b>\$ 4,856,000</b>	<b>\$ 26,724,000</b>	<b>\$ 23,775,000</b>	<b>\$ 40,908,000</b>	<b>\$ 37,959,000</b>	<b>\$ 25,780,000</b>

**The University of Akron**  
**Auxiliaries**  
**The Revised FY 2021 Assumptions**

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	Original Budget Other Support	Revised Budget Other Support	Original Budget Other Debt Service	Revised Budget Other Debt Service	Original Budget Other Support & Other Debt Service Total	Revised Budget Other Support & Other Debt Service
Athletics	\$ 5,522,000	\$ 7,162,000	\$ 2,435,000	\$ 2,435,000	\$ 7,957,000	\$ 9,597,000
Residence Life & Housing	8,101,000	4,330,000	-	2,332,000	8,101,000	6,662,000
E.J. Thomas PAH	630,000	630,000	-	-	630,000	630,000
Dining (Aramark)	2,914,000	-	-	-	2,914,000	-
Recreation & Wellness Services	1,470,000	1,470,000	826,000	826,000	2,296,000	2,296,000
Jean Hower Taber Student Union	1,222,000	1,222,000	1,420,000	1,420,000	2,642,000	2,642,000
Parking & Transportation Services	2,184,000	519,000	-	1,429,000	2,184,000	1,948,000
	<b>\$ 22,043,000</b>	<b>\$ 15,333,000</b>	<b>\$ 4,681,000</b>	<b>\$ 8,442,000</b>	<b>\$ 26,724,000</b>	<b>\$ 23,775,000</b>

Transfers-Out – Debt Service

- Debt service for Auxiliary facilities.

**Unit Assumptions**

**Athletics**

Revenue

- The impact of the pandemic social distancing restriction will reduce ticket sales, and the total income will be \$3.7 million below the original \$8.3 million budget creating a revised revenue budget of \$4.7 million.

Payroll

- Various coaching salary reductions; and
- The original assumption assumed budgeted compensation costs totaling \$9.1 million, but with vacancy savings the revised budget contemplates \$8.8 million.

Operating

- The Men’s Golf, Men’s Cross Country, and Women’s Tennis programs were eliminated plus various other operating and personnel reductions were implemented in the amount of \$4.4 million;
- Possibility of furloughs if the budget requires an adjustment; and
- The revised \$7 million operating budget contemplates a reduction in operating costs of \$1.1 million below the original budget of 8.1 million.

Scholarships

- The revised \$5.5 million scholarship budget reflects the \$452,000 in reductions from the original scholarship budget of \$5.9 million.



**The University of Akron**  
**Auxiliaries**  
**The Revised FY 2021 Assumptions**

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**Other**

Re-Charge of Prior-Year Expenditures

- Certain FY2020 expenditures in the amount of \$31,000 were or will be recharged and covered by various COVID relief grants.

Re-Charge of Current-Year Expenditures

- Certain FY2021 expenditures in the amount of \$34,000 were or will be incurred within Athletics in response to COVID preparedness and related safety. These expenditures were or will be recharged to various COVID relief grants.

Transfers-In

- Includes \$716,000 to cover the net impact of no fall sports;
- Facilities Fees totaling \$2.5 million through the General Fund;
- General Service Fees totaling \$9.3 million from the General Fund; and
- The original assumption assumed Transfers-In - Other support totaling \$8 million from the General Fund, while the revised budget incorporates \$9.6 million.

**Residence Life & Housing**

Revenues

- Fall revenue estimate based on room assignments as of June 12, 2020 (include \$450 discount per person for students remaining in double occupancy rooms for fall);
- Due to the COVID-19 pandemic, Residence Life & Housing will use Quaker Square exclusively for quarantine and isolation;
- Spring revenues estimate assumes a 13% decline in revenue;
- Closure at 8-week mark of the fall semester and re-opening at the 8-week mark of the spring 2021 term is basis of original budget;
- Expectations for no summer housing or summer conference revenue for Summer 2020 remain, and the AA conference for Summer 2021 will not resume as previously indicated; and
- The budget assumed closing the residence halls mid-fall term till mid-spring. Current expectations indicate remaining open even as instruction on November 16<sup>th</sup> became remote, and there will be no refunds. The revised \$10.7 million revenue budget reflects the campus is remaining open, increasing revenue by \$3.5 million above the original \$7.2 million budget.

Payroll

- Business Systems Administration position as well as the Quaker Square Residence Life Coordinator position will remain unfilled;

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**Residence Life & Housing (continued)**

- Residence Life Coordinators will be on an 11-month contracts for FY21 (not working the month of June). This will transition to 10-month contracts for FY22 (not working July and June). Two, 2-month temporary positions to be created to complete essential summer work;
- Three UAPD Officers and half of the Student Conduct Coordinators will remain on Residence Life and Housing budget for FY21 with the goal of moving the positions off the budget in FY22;
- Residence halls remained open in October. Therefore, Residence Life & Housing staff did not require three months of furlough generating a revised budget of \$1 million or \$125,000 above the original \$876,000 budget.

Operating

- Expenditures include maintenance, resident assistant meals, student employment, resident student events, and utilities;
- Cancellation of Exchange Street Living Room Furniture project (savings \$400,000);
- Delay migration to Mercury Cloud (savings \$5,000);
- Quaker Square off-line for FY21 unless needed to quarantine individuals or overflow housing; therefore, the maintenance and the custodial budget includes half of the budget estimated by PFOC;
- The \$1.7 million increase in the revised \$6.8 million budget will cover the cost of maintenance, student assistant wages, and utilities for the residence halls remaining open the entire fiscal year.

Other

Re-Charge of Prior-Year Expenditures

- Certain FY2020 expenditures in the amount of \$32,000 were or will be recharged and covered by various COVID relief grants.

Re-Charge of Current-Year Expenditures

- Certain FY2021 expenditures in the amount of \$13,000 were or will be incurred within Residence Life & Housing in response to COVID preparedness and related safety. These expenditures were or will be recharged to various COVID relief grants.

Transfers-In

- Transfers-In - Other original assumptions assumed General Fund support for operations budgeted at \$8.1 million. The revised budget reflects the General Fund support for operations including debt service will total \$6.7 million; and
- The original assumption contemplated that \$1.2 million in the fund balance would be available to transfer from Residence Life & Housing's fund balance, while the actual

**The University of Akron**  
**Auxiliaries**  
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amount is \$990,000. The entire \$990,000 fund balance amount will be needed to balance the revised budget.

**E. J. Thomas Performing Arts Hall**

Revenues

- Externally generated revenues from various sources such as Broadway Series sales, Akron Civic Theater pass-through, hall rental, and endowment gifts; and
- The original budget assumed Spring 2021 shows only with a budget of \$2.7 million, and the fall COVID-19 mass gathering restrictions would not affect the budget. In keeping with the advice and recommendations from health officials regarding COVID-19, to avoid the assemblage of large numbers of people within proximity to one another, large events scheduled for the fiscal year 2021 were canceled. As of March 19<sup>th</sup>, E. J. Thomas Performing Arts Hall will hold two small shows with attendance limitation of 150 people per show. The expectations indicate that the change in restrictions will increase the revenue budget \$5,000 above the revised budget of \$244,000.

Payroll

- Due to the cancellation of events for the fiscal year, the auxiliary will not employ part-time staff. The revised budget indicates that payroll and fringes will approximate \$313,000 or \$100,000 below the original budget.

Operating

- Expenditures include artist fees, advertising, maintenance, stage & wardrobe, student employment, and utilities; and
- The cancellation of events eliminates artist fees, student assistant wages, stagehand payments, hospitality & advertising costs, Akron Civic Theatre consulting fees, ticket office expenses, and UAPD services. The revised budget indicates operating expenditures will be \$2.2 million less than the original \$2.6 million budget.

Transfers-In

- Transfers-In Other of \$630,000 from the General Fund; and
- The original assumption presumed a break-even budget, but the revised budget reflects that EJ Thomas Performing Arts Hall will access \$91,000 out of the \$761,000 fund balance to balance.

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**Dining (Aramark)**

Revenues

- Assumes contractually provided revenues such as utilities, maintenance, and equipment repair;
- Meal plan increase of four percent for the fall 2020 Tuition Guarantee Cohort; and
- The original annual budgeted revenue of negative \$3.4 million assumed face-to-face instruction in fall 2020, followed by potential mid-term COVID-19 related enrollment disruption, would close the campus in September 2020 and remain online in Spring 2021, creating refunds. Given the current reality, Aramark revenue will approach \$1.4 million for the fiscal year 2021 as represented in the revised budget.

Compensation

- The CWA employees remain University employees, with the University responsible for the difference between FICA and SERS;
- Reallocate a portion of Dining Services employees' salaries to Aramark (cost \$17,491);
- All other employees are the fiscal responsibility of Aramark; and
- The revised budget includes a \$180,000 increase for unanticipated payroll costs through June 30, 2021, changing the original budget from \$205,000 to \$385,000.

Operating

- Card access and point of sale software, equipment, maintenance, and utilities; and
- The revised budget indicates operating expenditures will be \$50,000 below the original budget.

Transfers-In

- Transfers-In - Other original budget represents General Fund support for operations and is budgeted at \$2.9 million. The revised budget indicates the General Fund support for operations will not be needed; and
- The original assumption estimated that \$2.7 million would be transferred from Dining Services (Aramark) fund balance to balance, while the revised budget contemplates that \$907,000 of the fund balance will be needed.

**The University of Akron**  
**Auxiliaries**  
**The Revised FY 2021 Assumptions**

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**Student Recreation & Wellness Services**

Revenues

- Externally generated revenues from various sources such as memberships, pool rental, and locker and facility rentals; and
- The original budget assumed closing the campus mid-fall term until mid-spring, anticipating mass gathering restrictions and membership income loss. The revised budget indicates \$56,000 in revenue, which is \$452,000 lower than the actual income received in FY20.

Payroll

- Workforce reductions of \$150,772 based on IUC Campus Operations Resumption Plan with social distancing and group size restrictions. If restrictions are lifted or reduced additional revenue (especially with long standing contracts) will be sought and workforce will need to be increased to manage groups, programs, events, and additional members;
- Two full-time vacant positions to remain unfilled (savings \$96,028);
- No furloughs for staff members with salaries below \$40,000;
- Abolish the Coordinator Membership and Personnel position (savings \$40,462);
- Salary reduction for Director, Student Recreation & Wellness Services and the Assistant Director, Programs (savings \$5,038);
- Changing 12-month contracts to 10-months due to low summer program participation (June/July). Contract change effective August 1<sup>st</sup> (savings \$9,244) as follows:
  - Manager, Intramurals
  - Manager, Club Sports
  - Manager, Outdoor Adventure
- An additional \$6,650 in student employment fringe benefit savings during October 2020 to mid-February 2021; and
- The revised budget includes Mid-August staffing changes that raise the compensation cost above the original \$596,000 to \$622,000.

Operating

- Expenditure reductions of \$926,000 for aquatics, fitness and wellness, intramural sports, maintenance, outdoor adventures, membership, student employment, operations, and utilities;
- Reduction in operating hours (12 hours reduced per week) and reduction of student staff positions that would be covered by full-time employees;
- Reduce student staffing between July and early August, and having professional staff fulfill vacant roles (savings \$177,000);

**The University of Akron**  
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**Student Recreation & Wellness Services (continued)**

- Cancellation of all group programs, rentals, and events that cannot be done without social distancing; and
- Due to the campus remaining open maintenance cost (Oct – Feb) plus repair work to Leisure Pool and ONAT diving tower formed a revised budget of \$1.2 million or \$170,000 above the original \$1 million budget.

**Other**

Re-Charge of Prior-Year Expenditures

- Certain FY2020 expenditures in the amount of \$31,000 were or will be recharged and covered by various COVID relief grants.

Re-Charge of Current-Year Expenditures

- Certain FY2021 expenditures in the amount of \$22,000 were or will be incurred within Student Recreation & Wellness in response to COVID preparedness and related safety. These expenditures were or will be recharged to various COVID relief grants.

Transfers-In

- The original other sources of funding include a Transfers-In Facilities Fee and Transfers-In - Other budgeted at \$856,000 and \$2.3 million, respectively; and
- The original assumption contemplated \$59,000 of fund balance usage while the revised budget presumes that \$232,000 will be needed.

**Jean Hower Taber Student Union**

Revenues

- Externally generated revenues from various sources such as bookstore commission, bank commission, and room rentals;
- A 75 percent reduction in room and AV rental income based on campus needs for use of space as classrooms and physical distancing/group size guidelines. Current expectations suggest that \$25,000 room rental budget will not come to fruition due to COVID-19 mass gathering restrictions remaining in effect;
- A 35 percent reduction in Bookstore revenue; and
- In the revised \$628,000 budget, year-end income will be \$29,000 below the original \$657,000 budget.

**The University of Akron**  
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**The Revised FY 2021 Assumptions**

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**Jean Hower Taber Student Union (continued)**

Payroll

- Five full-time vacancies remain unfilled (savings \$224,990); and
- The revised budget of \$645,000 includes an increase in fee remission and salary totaling \$20,000 assumed through an additional employee gained via the bumping process.

Operating

- Student assistant wages reduced to reflect predicted use of facility and programming planning/execution in some areas of the budget and increased in others based on cleaning standards;
- Additional financial assistance provided previously to keep the facility open for the use of Aramark will be addressed in FY21;
- Programming options will continue for FY21 but have been reset for fall 2020 under the current/predicted climate;
- Elimination of the budgets for Alternative Spring Break and Winter Immersion trips;
- Supplies & services and travel and hospitality reduced based on the reduction of events with an offset to increase supplies & services to reflect additional cleaning standards;
- A reduction in PFOC maintenance and purchase utilities expectation to reflect FY20 actual usage;
- Expecting a reduction in PFOC custodial labor and supplies; and
- Current indications suggest expenditures remaining at budget. However, student assistant wages may increase due to expanded operating hours and a January minimum wage increase.

Other

Re-Charge of Prior-Year Expenditures

- Certain FY2020 expenditures in the amount of \$32,000 were or will be recharged and covered by various COVID relief grants.

Re-Charge of Current Year Expenditures

- Certain FY2021 expenditures in the amount of \$16,000 were or will be incurred within Jean Hower Taber Student Union in response to COVID preparedness and related safety. These expenditures were or will be recharged to various COVID relief grants.

Transfers-In

- Facilities Fees totaling \$1.5 million through the General Fund; and
- Other support totaling \$2.6 million from the General Fund.

**The University of Akron**  
**Auxiliaries**  
**The Revised FY 2021 Assumptions**

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**Parking & Transportation Services**

Revenues

- The original assumption estimated a 15 percent blended enrollment reduction while actual summer and fall combined enrollment is six percent;
- The initial assumption remains, the auxiliary will achieve \$3.6 million in revenue;
- Majority of Special Events Parking \$10 and \$20 maximum for additional preferred lots;
- Increase Parking Fine collections rate through expanded iParq capabilities, change to courtesy policies/grace periods, more target of meters, handicapped spaces, and fire lanes; and
- The original assumptions indicate the campus closing in October 2020 and reopens in mid-February 2021 with 50 percent of fall transportation fee revenue refunded and 25 percent of spring transportation fee revenue refunded. Current expectations reflect campus is staying open for the entire fall 2020 semester and spring 2021 with blended remote learning and certain periods of remote learning at the end of fall and beginning and end of spring.

Payroll

- Eliminate two full-time positions (savings \$57,000) and reduce part-time staff hours by 50 percent (savings \$11,000);
- Reduce the number of student assistants, office staff, lot monitors, event workers by 50 percent and no visitor parking lot booth (savings \$84,000); and
- The revised budget of \$241,000 forms a \$7,000 increase above the \$234,000 original budget to support the campus remaining open.

Operating

- Shuttle savings of \$250,000 due to the campus closure (from both the Roo Express and METRO RTA contract). While Parking & Transportation Auxiliary will realize the expenditure savings for the Roo Express during the University campus closure, some costs will be incurred for a portion of the downtime;
- Close all deck rooftops (except half of Polsky's rooftop deck to access CBA bridge) for the winter season, and additional surface lots as well. Reduce Parking maintenance group to one full-time employee and one student assistant to empty trash receptacles. Restrict maintenance to essential services, safety issues, lighting, trash removal, elevator repair, limited signage placement, graffiti removal, and minimal flower planting. Assumption assumes no parking lot or deck repairs using outside contractors (total savings of \$347,000); and



**The University of Akron**  
**Auxiliaries**  
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**Parking & Transportation Services (continued)**

- The current indications suggest with cost-saving measures, the revised budget of \$1.4 million will have reduced operating costs of \$200,000 below the \$1.6 million original budget.

**Other**

**Re-Charge of Prior-Year Expenditures**

- Certain FY2020 expenditures in the amount of \$29,000 were or will be recharged and covered by various COVID relief grants.

**Re-Charge of Current-Year Expenditures**

- Certain FY2021 expenditures in the amount of \$8,000 were or will be incurred within Parking & Transportation Services in response to COVID preparedness and related safety. These expenditures were or will be recharged to various COVID relief grants.

**Transfers-In**

- Transfers-In - Other original estimate assumed General Fund support for operations budgeted at \$2.2 million. Current expectations indicate the General Fund support for operations, including debt service, will total \$2 million; and
- The original assumption contemplated the entire \$570,000 fund balance usage, and this assumption remains valid.

**Wayne Student Union**

**Revenues**

- Externally generated commission revenue from bookstore online sales, bookstore space rent and room rentals.

**Operating**

- Artist fees, equipment, and property and fire insurance.
- The offset to the COVID-19 mass gathering restrictions will reduce operating expenditures \$1,000 below original budget.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Athletics**

Athletics actual revenues total \$461,000 as compared to revised annual budgeted revenues of \$4.7 million. The NCAA and MAC distributions which account for the significant revenue variances are expected to materialize in April or May. Unearned revenue for season and single tickets is realized in the fiscal year when the game is held. Currently, \$14,000 is unearned. Current expectations indicate that revenues will total \$4.7 million to match the revised budget.

<b>Description</b>	<b>Actual YTD</b>
Ticket Sales	\$165,000
Gifts	129,000
Pouring Rights	125,000
IMG	26,000
Other	<u>16,000</u>
Total Revenue	<u>\$461,000</u>

<b>Employee Type</b>	<b>Actual YTD</b>
Contract Professionals	\$4,066,000
Staff	224,000
Graduate Assistant	48,000
Faculty	<u>3,000</u>
Total Payroll	<u>\$4,341,000</u>

*Note 1: Includes all Athletics payroll-related activities (e.g. full-time, part-time, overtime, etc.).*  
*Note 2: Excludes fringe benefits.*

Payroll and fringes total \$5.6 million or 64 percent of the revised annual budget of \$8.8 million. The fiscal year 2021 reflects temporary salary reductions.

Operating expenditures total nearly \$4.5 million or 64 percent of the revised annual budget of \$7 million. The principal operating expenditures include supplies & services (67 percent) and travel & hospitality (20 percent). The majority of supplies & services include athletic supplies (25 percent), maintenance (17 percent), and liability insurance (12 percent). The bulk for expenditures for athletic supplies is team equipment purchases. Equipment purchases mainly take place during the first few months of the fiscal year when new equipment for the season is being received and generally slows drastically as the year continues. The majority of operating expenditures in travel & hospitality are team travel and recruiting (67 percent). Majority of the travel & hospitality expense is for charter flights purchased for football prior to the Fall season being cancelled. Although the funds are nonrefundable, most of these funds can be used towards future travel through December 2021.

<b>Description</b>	<b>Actual YTD</b>
Supplies & Services	\$2,994,000
Travel & Hospitality	907,000
Utilities	310,000
Student Assistants	132,000
Other	<u>107,000</u>
Total Operating	<u>\$4,450,000</u>

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Athletics (continued)**

Scholarships, or Athletics financial aid, totaled \$4.9 million or 89 percent of the revised annual budget of \$5.5 million. Scholarships and other, student aid will match the revised budget.

Athletics Re-charge lines include \$65,000 in compensation reduction from the COVID relief grants. The prior fiscal year 2020 has \$31,000 in compensation credits and \$34,000 for 2021.

The other sources of funding include transfers-in of Facilities Fee, General Service Fee, and Other budgeted at \$2.5 million, \$9.3 million, and \$8 million, respectively. The revised budget contemplates Transfers-In – Other (Debt Service) to be \$9.6 million. The actual Facilities Fee totaling \$1.7 million services a portion of the Stadium and Fieldhouse debt while the Athletics actual general services fee, and other transfers-in combined total \$11.5 million. Athletics will meet its \$4.4 million cost reduction target for the fiscal year ended June 30, 2021 plus additional cost control measures were implemented as the revenues are expected to fall well short of budgeted revenues in large measure due to COVID implications.

At the end of each fiscal year, commitments often remain for goods and services that have not yet arrived or been received by June 30. Those outstanding commitments are carried over to the succeeding fiscal year and become a liability and expenditure in that following year. The \$11,000 Transfers-In - Encumbrances represent those types of commitments.

The budgeted Transfers-Out - Debt Service is \$5 million. To date, \$3.3 million or 67 percent has been transferred out to pay the debt service payment with the remaining transfers to occur throughout the year. The debt service pays the bonded debt related to InfoCision Stadium (94 percent) and the Athletic Fieldhouse.

**Residence Life & Housing**

Residence Life & Housing actual revenues total \$11.2 million as compared to the revised annual budgeted revenues of \$10.7 million. The principal revenues include residence hall occupancy (annual average of 74 percent) and are predominately earned during the academic year.

<b>Description</b>	<b>Actual YTD</b>
Room Rentals	\$10,866,000
Other	<u>301,000</u>
Total Revenue	<u>\$11,167,000</u>

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Residence Life & Housing (continued)**

Currently, \$510,000 of Spring 2021 revenue is deferred. Actual revenues equal to 104 percent of the \$10.7 million revised annual budget, with 1,712 contracts for the fall instead of 1,822 as budgeted. The budget assumed closing the residence halls mid-fall term till mid-spring. Current expectations indicate remaining open even as the Spring 2021 semester will start with remote instruction. Spring semester revenues will be 13 percent below Fall Census.

<b>Employee Type</b>	<b>Actual YTD</b>
Contract Professionals	\$301,000
Staff	<u>150,000</u>
Total Payroll	<u>\$451,000</u>

*Note 1: Includes all Residence Life & Housing payroll-related activities (e.g. full-time, part-time, overtime, etc.).*  
*Note 2: Excludes fringe benefits.*

Payroll and fringes total \$604,000 or 60 percent of the revised annual budget of \$1 million. The compensation increase includes additional costs related to the residence halls remaining open the entire fiscal year. The fiscal year 2021 reflects temporary salary reductions.

Operating expenditures total \$3.5 million or 52 percent of the revised annual budget of \$6.8 million. The principal operating expenditures include supplies & services (55 percent) and utilities (20 percent). The major spending components in supplies & services include maintenance (85 percent). The majority of expenditures in utilities are electricity (54 percent), water (31 percent), and gas (10 percent). The majority of operating expenditures in travel & hospitality are Resident Assistant Meals (93 percent). The revised budget increased to absorb the additional cost to cover maintenance, student assistant wages, and utilities for the residence halls remaining open the entire fiscal year.

<b>Description</b>	<b>Actual YTD</b>
Supplies & Services	\$1,945,000
Utilities	719,000
Travel & Hospitality	323,000
Other	300,000
Student Assistants	<u>235,000</u>
Total Operating	<u>\$3,522,000</u>

Residence Life & Housing Re-charge lines include \$45,000 in compensation reduction from the COVID relief grants. The prior fiscal year 2020 has \$32,000 in compensation credits and \$13,000 for 2021.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Residence Life & Housing (continued)**

Transfers-In - Other original assumptions assumed General Fund support for operations budgeted at \$8.1 million. The revised General Fund support for operations, including debt service, will total \$6.7 million. To date, \$5.4 million has been transferred with the expectation the full amount will be adjusted to reflect the actual shortfall after utilizing the remaining fund balance at the end of the fiscal year.

The original assumption estimated that \$1.2 million would be available to transfer from Residence Life & Housing’s fund balance to balance, while the realization indicates the actual fund balance amount of \$990,000 will be needed. The actual transferred amount may vary pending the fiscal year-end outcome.

At the end of each fiscal year, commitments often remain for goods and services that have not yet arrived or been provided by June 30. Those outstanding commitments are carried over to the succeeding fiscal year and become a liability and expenditure in that following year. The \$8,000 Transfers-In - Encumbrances represent those types of commitments.

The budgeted Transfers-Out - Debt Service total \$10.6 million. To date, \$7.1 million or 67 percent has been transferred out to pay the debt service payment with the remaining transfers to occur throughout the year. The debt service pays the debt related to the renovation of seven residence halls and construction of four new buildings.

**EJ Thomas Performing Arts Hall**

EJ Thomas Performing Arts Hall actual revenues total \$244,000 as compared to the revised annual budgeted revenues of \$244,000. The principal revenues include endowments (70 percent) and hall rental (29 percent). Two shows will be held this spring semester with a gathering limitation of 150 people per show. Current expectations are that the revenue will exceed the revised budget by \$5,000. Ticket revenue is considered unearned until the show is held. The spring graduation ceremony will be held at InfoCision Stadium so the auxiliary will not gain revenue from that event. EJ Thomas Performing Arts Hall will make available their volunteer ushers for the ceremony at no cost.

<b>Description</b>	<b>Actual YTD</b>
Endowments	\$172,000
Hall Rental	72,000
Ticket Sales	1,000
Other	<u>(1,000)</u>
Total Revenue	<u>\$244,000</u>

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**EJ Thomas Performing Arts Hall (continued)**

<b>Employee Type</b>	<b>Actual YTD</b>
Contract Professionals	\$109,000
Staff	58,000
Total Payroll	<u>\$167,000</u>
<i>Note 1: Includes all EJ Thomas Performing Arts Hall payroll-related activities (e.g. full-time, part-time, overtime, etc.).</i>	
<i>Note 2: Excludes fringe benefits.</i>	

Payroll and fringes total \$215,000 or 69 percent of the revised annual budget of \$313,000. Due to the cancellation of events for the fiscal year, the auxiliary will not employ part-time staff. The fiscal year 2021 reflects temporary salary reductions.

Operating expenditures total \$203,000 or 56 percent of the revised annual budget of \$364,000. The principal operating expenditures include supplies & services (63 percent) and utilities (33 percent). The major spending components in supplies & services include the maintenance (51 percent), new lighting system (33 percent), and property & fire insurance (10 percent). The majority of expenditures in utilities are electricity (68 percent) and steam (22 percent). The cancellation of events eliminates artist fees, student assistant wages, stagehand payments, hospitality & advertising costs, Akron Civic Theatre consulting fees, ticket office expenses, and UAPD services. In the event of rain EJ Thomas Performing Arts Hall is preparing the theater to accommodate the graduation ceremony expected to be held at InfoCision Stadium.

<b>Description</b>	<b>Actual YTD</b>
Supplies & Services	\$128,000
Utilities	68,000
Other	7,000
Total Operating	<u>\$203,000</u>

Transfers-In - Other represents general-fund support for operations and debt service support is budgeted for \$630,000. To date, \$326,000 has been transferred with the expectation the full amount will be transferred throughout the remainder of the fiscal year.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**EJ Thomas Performing Arts Hall (continued)**

The original assumption presumed a break-even budget, but the expectations indicate that EJ Thomas Performing Arts Hall will access \$91,000 out of the \$761,000 fund balance to balance.

At the end of each fiscal year, commitments often remain for goods and services that have not yet arrived or been provided by June 30. Those outstanding commitments are carried over to the succeeding fiscal year and become a liability and expenditure in that following year. The \$38,000 Transfers-In - Encumbrances represent those types of commitments.

The budgeted Transfers-Out - Debt Service totals \$326,000. To date, \$217,000 or 67 percent has been transferred out to pay the debt service payment with the remaining transfers to occur throughout the year. This debt service pays the bonded debt related to improvements and equipment from approximately 18 years ago. The debt will be retired during the fiscal year ended June 30, 2029.

**Dining Services (Aramark)**

Aramark's actual revenues total \$1.2 million as compared to the revised annual budgeted revenues of \$1.4 million. The primary revenues include the Aramark grant (30 percent), utilities support (29 percent), facilities support (25 percent), and point-of-sale/card access support (15 percent). Given the current reality, Aramark revenue will match the revised budget of \$1.4 million for the fiscal year 2021.

<b>Description</b>	<b>Actual YTD</b>
Aramark Grant	\$366,000
Utilities Support	352,000
Facilities Support	306,000
POS/Card Access Support	181,000
Other	12,000
Total Revenue	<u>\$1,217,000</u>

<b>Employee Type</b>	<b>Actual YTD</b>
Staff	\$32,000

*Note 1: Includes all Dining Services (Aramark) payroll-related activities (e.g. full-time, part-time, overtime, etc.).*  
*Note 2: Excludes fringe benefits.*

Payroll and fringes total \$131,000 or roughly 34 percent of the revised annual budget of \$385,000. The \$150,000 budgeted fringe benefits also include the difference between SERS and FICA for CWA employees who remained with the University as well as certain Aramark employees performing work at the University. The fiscal year 2021 reflects temporary salary reductions.

**The University of Akron**  
**Akron and Wayne Auxiliary Funds Combined**  
**Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021**

**Dining Services (Aramark) (continued)**

Operating expenditures total \$500,000 or 42 percent of the revised annual budget of \$1.2 million. The principal operating expenditures include supplies & services (65 percent) and utilities (28 percent). The major spending components in supplies & services include maintenance (45 percent) and furniture & equipment repair (39 percent). The majority of expenditures in utilities are electricity (52 percent) and water (37 percent).

<b>Description</b>	<b>Actual YTD</b>
Supplies & Services	\$324,000
Utilities	141,000
Other	<u>35,000</u>
Total Operating	<u>\$500,000</u>

Transfers-In - Other original budget represents General Fund support for operations and is budgeted at \$2.9 million. The revised budget indicates the General Fund support for operations will not be needed. To date, the \$1.9 million support transfer will reverse back to the General Fund in March 2021.

The original assumption estimated that \$2.7 million would be transferred from Dining Services (Aramark) fund balance to balance, while the revised budget contemplates that \$907,000 of the fund balance will be needed. The actual fund balance transferred amount may vary pending the fiscal year-end outcome.

At the end of each fiscal year, commitments often remain for goods and services that have not yet arrived or been provided by June 30. Those outstanding commitments are carried over to the succeeding fiscal year and become a liability and expenditure in that following year. The \$24,000 Transfers-In - Encumbrances represent those types of commitments.

Transfers-Out - Plant Fund of \$19,000 represents the remaining balance returned from replacing the Student Union dishwasher.

The budgeted Transfers-Out - Debt Service totals \$778,000. To date, \$519,000 or 67 percent has been transferred out to pay the upcoming debt service payment with the remaining transfers to occur throughout the year. This debt service pays the bonded debt related to various buildouts of space and renovations including the dining hall and retail sites located throughout the campus over the course of the last 14 to 21 years. The debt will be retired during the fiscal year ended June 30, 2038.



**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Recreation & Wellness Services**

Student Recreation & Wellness Services (SRWS) actual revenues total \$55,000 as compared to the revised annual budgeted revenues of \$56,000. The principal revenues include memberships (53 percent) and swimming meets (30 percent). While swim meets are not being held due to the pandemic, revenue represents past season payments.

<b>Description</b>	<b>Actual YTD</b>
Memberships	\$29,000
Swimming Meets	16,000
Other	<u>10,000</u>
Total Revenue	<u>\$55,000</u>

Due to the COVID-19 restrictions, memberships were limited to current students and University employees only. The regulations prohibit external memberships, including University alumni until this spring semester when fall graduates were able to purchase Alumni memberships. Membership renewal is available to those who maintained membership in the fall semester. The University is waiving the membership fee for students with online classes only (non-fee paying) since being online might have been their only option for courses instead of their choice. Revenue-generating activities canceled for fiscal year 2021 include swim meets, basketball tournaments, indoor soccer tournaments, and facility rentals. The budget assumed closing the campus mid-fall term till mid-spring. In anticipation of mass gathering restrictions and the loss of membership income, the revised budget indicates \$56,000 in revenue, which is \$452,000 lower than the actual income received in FY20.

<b>Employee Type</b>	<b>Actual YTD</b>
Contract Professionals	\$219,000
Staff	<u>55,000</u>
Total Payroll	<u>\$274,000</u>
<i>Note 1: Includes all Recreation &amp; Wellness Services payroll-related activities (e.g. full-time, part-time, overtime, etc.).</i>	
<i>Note 2: Excludes fringe benefits.</i>	

Payroll and fringes total \$363,000 or 58 percent of the revised annual budget of \$622,000. Mid-August staffing changes are included in the revised budget. The fiscal year 2021 reflects temporary salary reductions.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Recreation & Wellness Services (continued)**

Operating expenditures total \$678,000 or 57 percent as compared to the revised annual budget of \$1.2 million. The principal operating expenditures include supplies & services (58 percent), student assistants (25 percent), and utilities (16 percent). The majority of supplies & services spending includes maintenance (89 percent). The majority of expenditures in utilities are electricity (67 percent) and steam (22 percent). As an offset to COVID-19

Description	Actual YTD
Supplies & Services	\$394,000
Student Assistants	171,000
Utilities	106,000
Other	<u>7,000</u>
Total Operating	<u>\$678,000</u>

related loss in membership, student staffing is reduced as much as possible while trying to maintain disinfection and additional cleaning standards. The revised budget increased \$170,000 above the original budget due to an increase in maintenance and staffing cost (Oct – Feb).

Recreation & Wellness Services Re-charge lines include \$53,000 in compensation reduction from the COVID relief grants. The prior fiscal year 2020 has \$31,000 in compensation credits and \$22,000 for 2021.

The other sources of funding include a Transfers-In Facilities Fee and Transfers-In - Other budgeted at \$856,000 and \$2.3 million, respectively. Actual total Transfers-In of \$2.1 million represents facilities fee and General Fund support to service the building’s debt and operations.

The original assumption contemplated \$59,000 of fund balance usage while the revised budget presumes that \$232,000 will be needed. The actual fund balance transferred amount may vary pending the fiscal year-end outcome.

Since the budget assumed closing the campus mid-fall term till mid-spring, SRWS facilities would be closed, causing a significant reduction in operating expenses, including maintenance, custodial, and student staffing. With facilities remaining open, those operating expenses have been added back into the budget leading to an estimated additional fund balance transfers-in of \$173,000. The majority of this transfer will allocate towards the maintenance of \$139,000, of which \$8,000 is construction work in the Ocasek Natatorium.

At the end of each fiscal year, commitments often remain for goods and services that have not yet arrived or been received by June 30. Those outstanding commitments are carried over to the succeeding fiscal year and become a liability and expenditure in that following year. The \$1,000 Transfers-In - Encumbrances represent those types of commitments.

The budgeted Transfers-Out - Debt Service totals \$1.7 million. To date, \$1.1 million or 67 percent has been transferred out for the debt service requirements associated with the facility and its retail space. The outstanding debt will be retired in the fiscal year ended June 30, 2033.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Jean Hower Taber Student Union**

Due to COVID-19, the face to face restrictions prohibit the Student Union from hosting external client room rentals and mass gatherings that exceed 10 people. The negative \$1,000 originates from prepaid room rental refunds. The Student Union actual revenues total \$566,000 as compared to the revised annual budgeted revenues of \$628,000.

<b>Description</b>	<b>Actual YTD</b>
Commission Income	\$567,000
Room Rental	<u>(1,000)</u>
Total Revenue	<u>\$566,000</u>

The budget assumed the campus would close mid-fall term till mid-spring. In anticipation of the mass gatherings restriction, the budget includes room rental revenue in the amount of \$25,000, which is \$65,000 lower than the previous fiscal year's actual amount. If the restriction for mass gatherings remains, the \$25,000 room rental budget will not come to fruition. Current expectations indicate the campus will remain open. Therefore, operations and programming efforts will show that there will be potential for expenditures far greater than budgeted.

<b>Employee Type</b>	<b>Actual YTD</b>
Contract Professionals	\$201,000
Staff	<u>70,000</u>
Total Payroll	<u>\$271,000</u>

*Note 1: Includes all Jean Hower Taber Student Union payroll-related activities (e.g. full-time, part-time, overtime, etc.).*  
*Note 2: Excludes fringe benefits.*

Payroll and fringes total \$378,000 or 59 percent of the revised annual budget of \$645,000. Fringe benefits will be slightly higher than budget due to the fee remission assumed through an additional employee gained via the bumping process. The fiscal year 2021 reflects temporary salary reductions.

Operating expenditures total \$697,000 or 56 percent of the annual budget of \$1.2 million. The principal operating expenditures include supplies & services (46 percent), utilities (34 percent), and student assistants (18 percent). The majority of supplies & services spending include maintenance (89 percent). The majority of expenditures in utilities are electricity (45 percent), chilled water (25 percent), water (17 percent), and steam (12 percent).

<b>Description</b>	<b>Actual YTD</b>
Supplies & Services	\$322,000
Utilities	234,000
Student Assistants	124,000
Other	11,000
Travel & Hospitality	<u>6,000</u>
Total Operating	<u>\$697,000</u>

Operating costs may increase due to student wage increases related to expanded operating hours and a January increase in minimum wage. However, expenditures will not exceed the budget.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Jean Hower Taber Student Union (continued)**

The other sources of funding include Transfers-In - Facilities Fee and Transfers-In - Other budgeted at \$1.5 million and \$2.6 million, respectively. To date, \$2.7 million has been transferred with the expectation the remaining amount will be transferred throughout the rest of the fiscal year.

The budgeted Transfers-Out - Debt Service totals \$2.9 million. To date, \$1.9 million or 67 percent has been transferred out for the upcoming debt service requirements associated with the facility and its retail space. The outstanding debt will be retired in the fiscal year ended June 30, 2033.

**Parking & Transportation Services**

Parking actual revenues total \$4 million as compared to the annual budgeted revenues of \$3.6 million. The primary sources of revenues are the student transportation fee and parking permits (94 percent). Unearned revenue generated from parking permits purchased before the semester begins is recognized when the revenue recognition criteria is met.

<b>Description</b>	<b>Actual YTD</b>
Permits	\$3,769,000
Fines & Meters	142,000
Lot Rentals	<u>114,000</u>
Total Revenue	<u>\$4,025,000</u>

<b>Employee Type</b>	<b>Actual YTD</b>
Staff	\$67,000
Contract Professionals	<u>32,000</u>
Total Payroll	<u>\$99,000</u>
<i>Note 1: Includes all Parking &amp; Transportation Services payroll-related activities (e.g. full-time, part-time, overtime, etc.).</i>	
<i>Note 2: Excludes fringe benefits.</i>	

Payroll and fringes total \$128,000 or 53 percent of the revised annual budget of \$241,000. Expectations indicate payroll and fringes will match the revised budget. The fiscal year 2021 reflects temporary salary reductions.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Parking & Transportation Services (continued)**

Operating expenditures total \$1.2 million or 89 percent as compared to the revised annual budget of \$1.4 million. The principal operating expenditures include supplies & services (84 percent) and utilities (11 percent). The major spending components in supplies & services include transportation-related activities, including busing, parking lot, and deck maintenance (84 percent). The majority of expenditures in utilities are electricity (93 percent). The total operating expenditures include \$525,000 for the entire fiscal year Roo Shuttle operation. During the development of the budget, the elimination of busing was considered. However, it was determined to be a valuable service that should continue to be supported. To trim costs the auxiliary closed all deck rooftops (except half of Polsky’s rooftop deck to access CBA bridge) for the winter season, and additional surface lots as well. The auxiliary is expecting an additional \$200,000 in savings with the revised budget.

<b>Description</b>	<b>Actual YTD</b>
Supplies & Services	\$1,024,000
Utilities	133,000
Student Assistants	41,000
Travel & Hospitality	12,000
Other	<u>7,000</u>
Total Operating	<u>\$1,217,000</u>

Parking & Transportation Services Re-charge lines include \$36,000 in compensation reduction from the COVID relief grants. The prior fiscal year 2020 has \$28,000 in compensation credits and \$8,000 for 2021.

Transfers-In - Other original estimate assumed General Fund support for operations budgeted at \$2.2 million. Current expectations indicate the General Fund support for operations including debt service will total \$2 million. To date, \$1.5 million has been transferred with the expectation the full amount will be adjusted as needed at the end of the fiscal year.

The original assumption contemplated \$570,000 of fund balance usage and that assumption remains valid. To date, \$380,000 has been transferred with the expectation the full amount will be adjusted as needed at the end of the fiscal year.

At the end of each fiscal year, commitments often remain for goods and services that have not yet arrived or been received by June 30. Those outstanding commitments are carried over to the succeeding fiscal year and become a liability and expenditure in that following year. The \$6,000 Transfers-In – Encumbrances represent those types of commitments.

**The University of Akron  
Akron and Wayne Auxiliary Funds Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28,  
2021**

**Parking & Transportation Services (continued)**

The budgeted transfers-out for debt service total \$4.5 million. Transfers-out of \$3 million or 67 percent represents the debt service that pays the bonded debt related to the renovation and construction of six parking decks. The outstanding debt for deferred maintenance Bond 1997A will be retired in the fiscal year ended June 30, 2022, and the West Deck/Deferred Maintenance bond will be retired in the fiscal year ended June 30, 2029. The outstanding debt for the Schrank Deck, North Campus Deck, Polsky Deck, and E.J. Thomas Deck will be retired in the fiscal year ended June 30, 2032. The South Campus Deck outstanding debt will be retired in the fiscal year ended June 30, 2038.

**Wayne Student Union**

Wayne Student Union's revenues total \$28,000 as compared to the annual budgeted revenues of \$48,000. The principal revenues include Barnes & Noble bookstore commission (57 percent) predominately earned evenly throughout the fiscal year.

<b>Description</b>	<b>Actual YTD</b>
Commission Income	\$28,000

<b>Description</b>	<b>Actual YTD</b>
Supplies & Services	\$2,000

Operating expenditures total \$2,000 or 45 percent as compared to the revised annual budget of \$5,000. The major operating costs include property and fire insurance (100 percent). The offset to the COVID-19 mass gathering restrictions will reduce operating expenditures \$1,000 the original budget. Operating expenses will include fire insurance and elevator inspection costs.

**DEPARTMENTAL SALES AND  
SERVICES FUNDS**

**For the Eight Months Ended February 28, 2021**

**The University of Akron**  
**Akron and Wayne Departmental Sales and Services Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Departmental Sales and Services Combined	FY20		FY21				
	YTD	YTD	Original Budget	Revised Budget	YTD	Actual to Revised Budget	
	June 30	February 29				February 28	\$
Revenues	\$27,372,310	\$18,793,533	25,773,000	22,741,000	\$15,425,797	(\$7,315,203)	68%
						0	
Payroll	2,785,718	1,870,830	2,667,000	2,753,000	1,706,762	1,046,238	
Fringes	825,569	583,476	687,000	688,000	500,954	187,046	
Total Compensation	3,611,287	2,454,306	3,354,000	3,441,000	2,207,716	1,233,284	64%
Operating	3,434,228	2,723,809	2,790,000	2,603,000	1,704,123	898,877	
Premiums and Claims	24,704,489	17,179,077	25,141,000	20,723,000	13,822,923	6,900,077	
Capital	25,526	16,960	0	44,000	60,616	(16,616)	
Total Non Personnel	28,164,243	19,919,846	27,931,000	23,370,000	15,587,662	7,782,338	67%
Re-charge of prior-year expenditures	0	0	0	(8,308)	(8,308)	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Expenditures	31,775,530	22,374,152	31,285,000	26,802,692	17,787,070	9,015,622	66%
Net Before Transfers	(4,403,220)	(3,580,619)	(5,512,000)	(4,061,692)	(2,361,273)	1,700,419	
Transfers-In - Other	0	0	0	0	0	0	
Transfers-In - Encumbrances	293,453	293,453	0	0	176,323	176,323	
Transfers-In - Fund Balance	4,324,381	0	5,528,000	4,061,692	0	(4,061,692)	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Encumbrances	(176,323)	0	0	0	0	0	
Net Transfers	4,441,511	293,453	5,528,000	4,061,692	176,323	(3,885,369)	
Difference	\$38,291	(\$3,287,166)	\$16,000	\$0	(\$2,184,950)	(\$2,184,950)	



**The University of Akron**  
**Akron and Wayne Departmental Sales and Services Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Self-Insurance Health Care	FY20		FY21				
	YTD	YTD	Original Budget	Revised Budget	YTD	Actual to Revised Budget	
	June 30	February 29				February 28	\$
Revenues	\$21,299,743	\$14,127,815	\$20,126,000	\$17,822,000	\$12,338,198	(\$5,483,802)	69%
Payroll	157,970	102,922	181,000	169,000	105,244	63,756	
Fringes	49,780	32,935	52,000	57,000	34,321	22,679	
Total Compensation	207,750	135,857	233,000	226,000	139,565	86,435	62%
Operating	216,712	129,879	194,000	228,000	130,309	97,691	
Premiums and Claims	24,704,489	17,179,077	25,141,000	20,723,000	13,822,923	6,900,077	
Capital	0	0	0	0	0	0	
Total Non Personnel	24,921,201	17,308,956	25,335,000	20,951,000	13,953,232	6,997,768	67%
Re-charge of prior-year expenditures	0	0	0	0	0	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Expenditures	25,128,951	17,444,813	25,568,000	21,177,000	14,092,797	7,084,203	67%
Net Before Transfers	(3,829,208)	(3,316,998)	(5,442,000)	(3,355,000)	(1,754,599)	1,600,401	
Transfers-In - Other	0	0	0	0	0	0	
Transfers-In - Encumbrances	0	0	0	0	0	0	
Transfers-In - Fund Balance	3,829,208	0	5,442,000	3,355,000	0	(3,355,000)	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Encumbrances	0	0	0	0	0	0	
Net Transfers	3,829,208	0	5,442,000	3,355,000	0	(3,355,000)	
Difference	\$0	(\$3,316,998)	\$0	\$0	(\$1,754,599)	(\$1,754,599)	

**The University of Akron**  
**Akron and Wayne Departmental Sales and Services Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Workforce Training Solutions	FY20		FY21				
	YTD	YTD	Original Budget	Revised Budget	YTD February 28	Actual to Revised Budget	
	June 30	February 29				\$	%
Revenues	\$597,807	\$451,799	\$730,000	\$395,000	\$184,587	(\$210,413)	47%
Payroll	284,815	205,181	298,000	288,000	134,046	153,954	
Fringes	79,954	60,201	74,000	70,000	38,432	(38,432)	
Total Compensation	364,769	265,382	372,000	358,000	172,478	115,522	48%
Operating	228,940	223,605	342,000	121,000	51,388	69,612	
Premiums and Claims	0	0	0	0	0	0	
Capital	0	0	0	0	0	0	
Total Non Personnel	228,940	223,605	342,000	121,000	51,388	69,612	42%
Re-charge of prior-year expenditures	0	0	0	0	0	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Expenditures	593,709	488,987	714,000	479,000	223,866	185,134	47%
Net Before Transfers	4,098	(37,188)	16,000	(84,000)	(39,279)	44,721	
Transfers-In - Other	0	0	0	0	0	0	
Transfers-In - Encumbrances	34,193	34,193	0	0	0	0	
Transfers-In - Fund Balance	0	0	0	84,000	0	(84,000)	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Encumbrances	0	0	0	0	0	0	
Net Transfers	34,193	34,193	0	84,000	0	(84,000)	
Difference	\$38,291	(\$2,995)	\$16,000	\$0	(\$39,279)	(\$39,279)	

**The University of Akron**  
**Akron and Wayne Departmental Sales and Services Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

New Student Orientation	FY20		FY21				
	YTD	YTD	Original Budget	Revised Budget	YTD	Actual to Revised Budget	
	June 30	February 29				February 28	\$
Revenues	\$422,245	\$241,715	\$481,000	\$395,000	\$151,990	(\$243,010)	38%
Payroll	153,335	95,814	145,000	145,000	83,283	61,717	
Fringes	50,414	33,566	51,000	51,000	25,485	25,515	
Total Compensation	203,749	129,380	196,000	196,000	108,768	87,232	55%
Operating	219,626	142,899	371,000	371,000	73,980	297,020	
Premiums and Claims	0	0	0	0	0	0	
Capital	0	0	0	0	0	0	
Total Non Personnel	219,626	142,899	371,000	371,000	73,980	297,020	20%
Re-charge of prior-year expenditures	0	0	0	0	0	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Expenditures	423,375	272,279	567,000	567,000	182,748	384,252	32%
Net Before Transfers	(1,130)	(30,564)	(86,000)	(172,000)	(30,758)	141,242	
Transfers-In - Other	0	0	0	0	0	0	
Transfers-In - Encumbrances	0	0	0	0	0	0	
Transfers-In - Fund Balance	1,130	0	86,000	172,000	0	(172,000)	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Encumbrances	0	0	0	0	0	0	
Net Transfers	1,130	0	86,000	172,000	0	(172,000)	
Difference	\$0	(\$30,564)	\$0	\$0	(\$30,758)	(\$30,758)	

**The University of Akron**  
**Akron and Wayne Departmental Sales and Services Funds Combined**  
**FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021 with FY 2020 Comparisons**

Other	FY20		FY21				
	YTD	YTD	Original Budget	Revised Budget	YTD February 28	Actual to Revised Budget	
	June 30	February 29				\$	%
Revenues	\$5,052,515	\$3,972,204	\$4,436,000	\$4,129,000	\$2,751,022	(\$1,377,978)	67%
Payroll	2,189,598	1,466,913	2,043,000	2,151,000	1,384,189	766,811	
Fringes	645,421	456,774	510,000	510,000	402,716	107,284	
Total Compensation	2,835,019	1,923,687	2,553,000	2,661,000	1,786,905	874,095	67%
Operating	2,768,950	2,227,426	1,883,000	1,883,000	1,448,446	434,554	
Premiums and Claims	0	0	0	0	0	0	
Capital	25,526	16,960	0	44,000	60,616	(16,616)	
Total Non Personnel	2,794,476	2,244,386	1,883,000	1,927,000	1,509,062	417,938	78%
Re-charge of prior-year expenditures	0	0	0	(8,308)	(8,308)	0	
Re-charge of current-year expenditures	0	0	0	0	0	0	
Total Expenditures	5,629,495	4,168,073	4,436,000	4,579,692	3,287,659	1,292,033	72%
Net Before Transfers	(576,980)	(195,869)	-	(450,692)	(536,637)	(85,945)	
Transfers-In - Other	0	0	0	0	0	0	
Transfers-In - Encumbrances	259,260	259,260	0	0	176,323	176,323	
Transfers-In - Fund Balance	494,043	0	0	450,692	0	(450,692)	
Transfers-Out - Other	0	0	0	0	0	0	
Transfers-Out - Encumbrances	(176,323)	0	0	0	0	0	
Net Transfers	576,980	259,260	0	450,692	176,323	(274,369)	
Difference	\$0	\$63,391	\$0	\$0	(\$360,314)	(\$360,314)	

### **Overall Assumptions**

**The COVID-19 pandemic has complicated the instructional process; however, all efforts will be made to provide quality instruction to our valued students while providing a level of protection to students and our campus community.**

#### Payroll and Fringes

- No increase for bargaining unit employees;
- No raise pool equivalent for qualifying non-represented employees;
- Temporary tiered salary reductions as approved by the Board of Trustees;
- Application of the pooled rate for benefits such as 14 percent employer contribution to the respective retirement system, University contribution toward employee group insurance, employee and dependent fee remission, and University portion of employee permits; and
- Fringe rate reduction.

### **Fund Assumptions**

#### **Self-Insurance Health Care**

##### Revenues

- University contributions to employee-provided benefits such as medical, prescription drug, dental, long-term disability, and life insurance with fringe rate reduction. Effective January 1, 2021, University contributions for non-bargaining unit employees who earn between \$50,000 and \$66,999 will decrease from 81% to 70%; for employees who earn between \$67,000 and \$91,999, University contributions will decrease from 80% to 69%; for employees who earn between \$92,000 and \$124,999, University contributions will decrease from 79% to 68%; and for employees who earn \$125,000 and above, University contributions will decrease from 77% to 66%; and
- Employee and retiree contributions for coverage that requires an employee cost share or is voluntary (100 percent employee paid) such as medical, prescription drug, short-term and long-term disability, life insurance, vision, and flexible spending accounts.

##### Operating

- Amounts expected to be paid for administrative and consulting fees; and
- Effective January 1, 2021, the Retiree Dependent Health Insurance Program (RDHIP) for the eligible dependents of non-bargaining retirees and active employees will cease. The RDHIP continues for eligible dependents of active bargaining unit faculty. The budgeted \$25.1 million expenditure budgeted for FY21 is funded by the Self Insurance Health Care reserve. The revised budgeted amount will be \$20.7 million.

##### Premiums and Claims

- Estimated cost for insurance premiums and self-insured claim payments related to employee benefit program; and
- Medical, prescription drug, dental, stop loss insurance, and other ancillary benefits.

**The University of Akron**  
**Departmental Sales and Services**  
**FY 2021 Revised Budget Assumptions**

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**Workforce Training Solutions**

Revenues

- Open enrollment and contract training fees revenues to support the coordination of noncredit professional development classes open to the public and to provide customized training for local businesses.

Operating

- Student assistants, supplies and services, and travel and hospitality;
- Workforce Training Solutions will manage to ensure expenditures are limited to revenues; and
- The COVID-19 pandemic has complicated the instructional process. Many customers/companies either do not want virtual classes, or do not feel comfortable with in-person classes (either on campus or onsite) and therefore are postponing classes.
- The revised budgeted year end deficit of \$84,000 will be fully offset by Workforce Training Solutions fund balance.

**New Student Orientation**

Revenues

- Fee revenues to support the activities related to orientation and first-year experience programs.

Operating

- Peer mentoring, New Roo Weekend, supplies and services, and travel and hospitality;
- New Student Orientation will monitor expenditures; however, the revised budgeted \$47,000 deficit will be offset by the New Student Orientation carryover from fiscal year ended June 30, 2020. Fund balance will approximate \$418,000 at June 30, 2021; and
- The COVID-19 pandemic has altered operations. Student assistants working at any given time are limited to one staff member and the orientation programs for spring 2021 are online. Virtual orientation option for summer 2021, and the smaller on-campus orientation program will institute all CDC recommendations to prevent the spread of COVID-19.

**Other**

Revenues

- Includes about 115 smaller, revenue-generating activities such as internal Printing Services, Hearing Aid Dispensary, and Akron Polymer Technology Services.

Operating

- Student assistants, cost of goods sold (Hearing Aid Dispensary), supplies and services, and travel and hospitality.
- Individual management and the units will manage to ensure expenditures are limited to revenues; and
- In general, the units are anticipated to “break-even” or generate surpluses.

Capital

- Capital expenditures associated with the purchase of Polymer and Chemistry testing equipment initiated last fiscal year and the purchase of tribometer kits and pump for corrosion engineering and a trailer for the Center for Fire & Hazardous Materials.

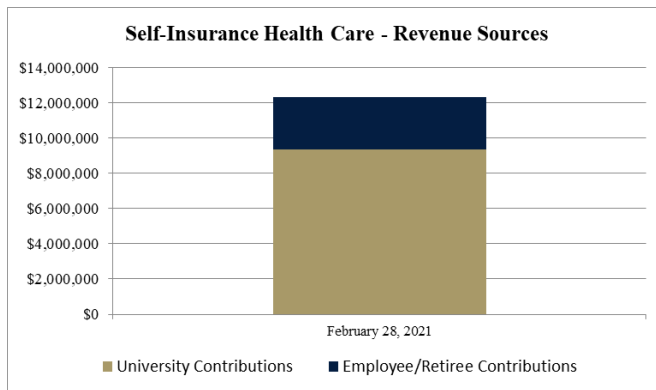
**The University of Akron  
Akron and Wayne General Fund Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021**

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**Self-Insurance Health Care**

Self-Insurance Health Care actual revenues total \$12.3 million or 69 percent as compared to revised annual budgeted revenues of \$17.8 million.

The revenues are derived from the University (76 percent) and employee/retiree contributions (24 percent). Some benefits are funded solely by the University and some by the University and employee while some benefits are funded by the University, employee, and retiree as follows: medical (University, employee, and retiree), prescription drug (University, employee, and retiree), dental (University and employee), short-term disability (employee), long-term disability (University and employee), life insurance (University and employee), vision (employee), and flexible spending accounts (University and employee).



Payroll and fringes total \$140,000 or 62 percent as compared to the revised annual budget of \$226,000.

Operating expenditures total \$130,000 or 57 percent for consulting and administrative services as compared to the revised annual budget of \$228,000.

Premiums and Claims expenditures total \$13.8 million or 67 percent as compared to the revised annual budget of \$21 million. Revised budgeted Premiums and Claims are \$4.4 million lower than originally budgeted and can be attributed to reduction in headcount and reduced utilization.

The Self-Insurance fund has a planned fiscal year shortfall in the amount of \$3.4 million to help achieve a reserve that is more appropriate.

**The University of Akron  
Akron and Wayne General Fund Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February  
28, 2021**

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### **Workforce Training Solutions**

Workforce Training Solutions actual revenues from open enrollment and contract training fees total \$185,000 or 47 percent as compared to the revised annual budgeted revenues of \$395,000.

Payroll and fringes total \$172,000 or 48 percent as compared to the revised annual budget of \$358,000. Generally, payroll costs related to contract training are incurred prior to the associated revenue being collected.

Operating expenditures total \$51,000 or 42 percent as compared to the revised annual budget of \$121,000. The principal operating expenditures include supplies and services related to training and instructional support.

The revised budgeted year end deficit of \$84,000 will be fully offset by Workforce Training Solutions fund balance.

### **New Student Orientation**

New Student Orientation actual revenues total \$152,000 or 38 percent as compared to the revised annual budgeted revenues of \$395,000. Confirmation fee (sales revenue) historically peaks January – June. Sales revenue continue to trend lower than previous year. Since its launch on March 31st, the We Rise Together form helps those students who identify recent financial hardships paying the confirmation fee as students are confirming their enrollment to the University. New Student Orientation is waiving the confirmation fee to assist students and advance them in their enrollment process currently for students starting spring 2021, summer 2021, and fall 2021. We will continue to monitor the impact and adjust expectations accordingly.

Payroll and fringes total \$109,000 or 55 percent as compared to the annual budget of \$196,000.

Operating expenditures total \$74,000 or 20 percent as compared to the annual budget of \$371,000. Expense activity increases late spring and summer for onboarding new students. Increased activity in student assistants, supplies services, and hospitality are expected as summer approaches. Future operating expenses include preparing for New Roo Orientation Days beginning in June 2021. The principal operating expenditures include New Roo Weekend (54 percent) and student assistants (30 percent). Current expectations are that overall operating expenditures are expected to be \$246,000 or \$125,000 lower than revised budget. This is can be contributed to later start for orientation programs, opt in virtual orientation option for this summer, and overall smaller program size for students/guests. This revised expected year end deficit of \$47,000 will be fully offset by New Student Orientation Program fund balance.



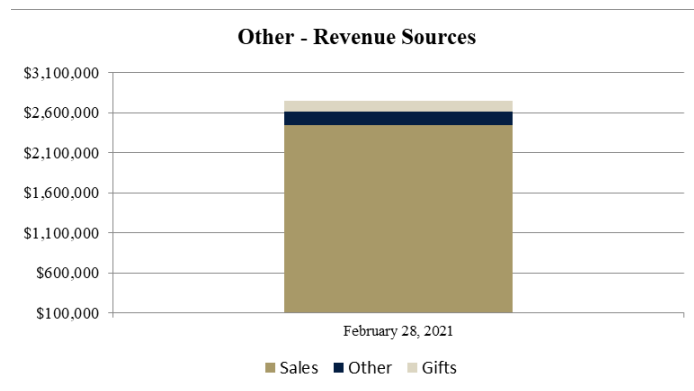
**The University of Akron  
Akron and Wayne General Fund Combined  
Narrative of FY 2021 Revised Budget and Actual Results for the eight months ended February 28, 2021**

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Expenditures will continue to be closely monitored and managed throughout the course of the year.

**Other**

The Other departmental sales and services actual revenues total \$2.8 million or 67 percent as compared to the revised annual budgeted revenues of \$4.1 million. The principal revenues are generated from roughly 73 activities including Printing Services (ten percent), University Credit Card Program (ten percent), and Law Enforcement Training Center (ten percent).



Payroll and fringes total \$1.8 million or 67 percent as compared to the annual budget of \$2.7 million.

Operating expenditures total \$1.4 million or 77 percent as compared to the annual budget of \$1.9 million. The primary operating expenditures are supplies and services (89 percent).

Capital expenditures total \$61,000. The capital expenditures are associated with the purchase of Polymer and Chemistry testing equipment initiated last fiscal year and the purchase of tribometer kits and pump for corrosion engineering and a trailer for the Center for Fire & Hazardous Materials.

At the end of each fiscal year, commitments often remain for goods and services that have not yet arrived or been received by June 30. Those outstanding commitments are carried over to the succeeding fiscal year and become a liability and expenditure in that following year. The \$176,000 Transfers-In – Encumbrances represents those types of commitments.

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Acceptance of the Financial Report for the Eight Months Ended February 28, 2021

BE IT RESOLVED, That the recommendation presented by the Finance & Administration Committee on April 21, 2021 accepting the General Fund, Auxiliary Funds, and Departmental Sales and Services Funds Financial Report for the Eight Months Ended February 28, 2021 be approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 3**

**PROCUREMENT FOR MORE THAN \$500,000**



**DATE:** April 5, 2021

**TO:** Dallas A. Grundy, MBA  
Senior Vice President and Chief Financial Officer

**FROM:** *Luba Cramer*  
Luba Cramer, M.A.Ed.  
Director of Purchasing

**SUBJECT:** Award Exceeding \$500,000 for Board of Trustees Consideration and Approval:  
Research Instrument

As requested of me, I provide to you the following procurement, which exceeds \$500,000, for Board of Trustees consideration and approval at its meeting on April 21, 2021.

**Research Instrument (Grant Funds, Research Foundation, and Sales Fund)**

The School of Polymer Science and Polymer Engineering received a grant from the U.S. Department of Energy Advanced Manufacturing Office in the amount of \$1,300,000. The grant is to investigate methods of reinforcing recycled plastic feedstock through the manipulation of the polymer interfaces for potential broader usage in sustainable manufacturing practices.

The Bruker NanoIR3 IR-AFM (IR-AFM) was uniquely specified within the grant as the needed instrument to perform the agreed-upon grant work so the sole source procurement approach was pursued. The IR-AFM is the state-of-the-art system with integrated high-resolution spectroscopy and microscopy.

The instrument’s funding sources follow:

Source	Amount
Federal Grant	\$300,000
State Grant	144,000
Sales Fund	105,000
Research Foundation	<u>39,000</u>
<b>Total</b>	<b><u>\$588,000</u></b>

I recommend that a purchase be made from Bruker Corporation for the NanoIR3 IR-AFM instrument in an amount not to exceed \$588,000 and request your approval and that of the Board of Trustees at its meeting on April 21, 2021.

Department of Purchasing  
Akron, OH 44325-9001  
330-972-5965 Office · 330-972-5564 Fax

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Acceptance of Procurement for More Than \$500,000

BE IT RESOLVED, That the following recommendation presented by the Finance & Administration Committee on April 21, 2021 be approved:

Award to Bruker Corporation a purchase for a NanoIR3 IR-AFM instrument in an amount not to exceed \$588,000.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 4**

**FISCAL YEAR 2021-22 TUITION, FEES AND  
OTHER CHANGES**

- a) TUITION FREEZE FOR STUDENT  
COHORT ENTERING IN FALL 2021**
  
- b) FISCAL YEAR 2021-22 RATE CHANGES  
AND WAIVER RENEWALS**



**DATE:** April 5, 2021

**TO:** Dallas A. Grundy, MBA  
Senior Vice President and Chief Financial Officer

*Amy S. Gilliland*

**FROM:** Amy S. Gilliland,  
Director of Resource Analysis & Budgeting

**SUBJECT: FY 2021-22 Tuition, Fees and Other Changes**

As requested of me, I am providing the accompanying appendices, which detail the proposed rates and/or descriptive changes to tuition, room and board plans and miscellaneous fees. In some instances, the proposed changes are increases while decreases and descriptive changes are detailed as well.

Where appropriate, upon Board approval, changes will be submitted to the Ohio Department of Education (ODHE) for review and approval. In no instance will any change that requires ODHE approval be instituted without such approval.

The proposed changes are located as follows:

- Appendix A: Tuition Guarantee (information only)

While an increase is permitted by enabling legislation, the Akron and Regional Guaranteed Tuition Program rates will remain at the Fall 2020 level for the Fall 2021 cohort.

- Appendix B: Residence Hall Plans (information only)

A 30 percent reduction in residence hall plans is in line with the initiative to make the cost of attendance more affordable.

- Appendix C: Waiver Renewals (for consideration and approval)

Renewals are being sought for previously approved tuition waivers related to the reduced domestic, non-resident surcharge for graduates of Ohio institutions who remain in Ohio; non-resident surcharge for online courses; and RN to BSN tuition.

**Resource Analysis & Budgeting**  
Akron, OH 44325-6202  
330-972-6521 Office · 330-972-6317 Fax

- Appendix D: Board Plans (for consideration and approval)

As permitted by enabling legislation, Board Plans are proposed to increase at various amounts up to 3.1 percent.

- Appendix E: Miscellaneous Fees (for consideration and approval)

The proposed fees represent non-instructional related fees (sans the Saturday MBA program). The fees are used as the basis for internal and external usage charges. The proposed changes vary in magnitude, from solely descriptive changes to the additions, eliminations, or increases in amount.

These recommendations should be presented for consideration and approval at the April 21, 2021 Board of Trustees meeting.



**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Pertaining to the Tuition Freeze for the Student Cohort entering in Fall 2021

WHEREAS, On March 17, 2020, the University of Akron Board of Trustees (the “Board”) approved Resolution 3-1-20, authorizing the President, in consultation with appropriate public health and healthcare experts, governmental officials, and University officials, to oversee and direct all steps necessary to maintain the essential functions and operations critical to carrying out the mission and business continuity of the University; and

WHEREAS, The Board further directed that if the President were to encounter an extraordinary circumstance, as determined by the President, which required official action, the President would first contact the Chair of the Board; and

WHEREAS, The COVID-19 pandemic has had a significant negative impact on higher education enrollment, including enrollment at The University of Akron (the “University”); and

WHEREAS, A significant contributing factor to enrollment decline is the challenging economic circumstances that the COVID-19 pandemic has created for many families; and

WHEREAS, The University is dedicated to doing all that it can to make higher education accessible for both current and incoming students; and

WHEREAS, The President, consistent with the authority granted in Resolution 03-1-20, has authorized the University not to increase tuition for students first enrolling in the fall 2021 cohort and to reduce on-campus housing rates for all students by 30% for the 2021-2022 academic year; Now, therefore,

BE IT RESOLVED, That the Board ratifies the actions taken by the President, consistent with the authority granted to him in Resolution 03-1-20 and authorizes the President and the University administration to take all steps necessary to implement the President’s decision; and

BE IT FURTHER RESOLVED, That the Board authorizes the President to restore on campus housing rates to pre-COVID-19 pandemic rates at a time following the 2021-2022 academic year, as circumstances may warrant and consistent with applicable University Rules and required state authorizations, if any.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**APPENDIX A**  
**THE UNIVERSITY OF AKRON**  
**FY 2021-22 RATES - Tuition Guarantee**

	<b>Current TG20</b>	<b>New TG21</b>	<b>Dollar Change</b>	<b>Percentage Change</b>
<b>Akron Tuition Guarantee (per SCH)</b>	\$ 495.00	\$ 495.00	\$ 0.00	0%

	<b>Current RG20</b>	<b>Approved RG21</b>	<b>Dollar Change</b>	<b>Percentage Change</b>
<b>Regional Tuition Guarantee (per SCH)</b>				
Lower Level	up to \$ 294.21	\$ 294.21	\$ 0.00	0%
Upper Level	up to \$ 330.44	\$ 330.44	\$ 0.00	0%

**APPENDIX B**  
**THE UNIVERSITY OF AKRON**  
**FY2021-22 RATE CHANGES - Room Rates**

<b>Description</b>	<b>Frequency</b>	<b>FY2020-21 Current Rate</b>	<b>FY2021-22 New Rate</b>	<b>Dollar Change</b>	<b>Percentage Change</b>
<b>Room Plans</b>					
<b>Tier 1</b>	Rate per term	\$ 3,563	\$ 2,494	\$ (1,069)	-30%
Bulger Double					
Orr Double					
Spanton Double					
<b>Tier 2</b>	Rate per term	\$ 3,743	\$ 2,620	\$ (1,123)	-30%
Bulger Suite					
Bulger Single					
Ritchie Single					
Sisler-McFawn Single					
Spanton Suite					
<b>Tier 3 Double</b>	Rate per term	\$ 4,228	\$ 2,960	\$ (1,268)	-30%
Honors Complex Double					
South Double					
Spicer Double					
Spicer Triple					
<b>Tier 3 Shared Single</b>	Rate per term	\$ 4,792	\$ 3,354	\$ (1,438)	-30%
Exchanged Shared Single					
Honors Complex Single					
South Shared Single					
Spicer Shared Single					
<b>Tier 3 Apartment</b>	Rate per term	\$ 5,007	\$ 3,505	\$ (1,502)	-30%
Exchange Apartment					

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Acceptance of Fiscal Year 2021-22 Rate Changes and Waiver Renewals

WHEREAS, The University of Akron (the “University”) desires to modify or eliminate certain tuition rates, board plans, and miscellaneous fees, which are not part of the Tuition Guarantee Program (the “Rate Changes” for the Fiscal Year 2021-2022); and

WHEREAS, The University also desires to modify the descriptions for certain miscellaneous fees to better reflect the services to which the fees apply; and

WHEREAS, The University also desires to renew the waivers of certain non-resident surcharges, and RN-BSN tuition, which renewals shall remain in effect until modified by the Board; and

WHEREAS, These changes are reflected in the attached Appendices C, D and E; Now, Therefore,

BE IT RESOLVED, That the Fiscal Year 2021-2022 Rate Changes and waiver renewals be approved.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**APPENDIX C  
THE UNIVERSITY OF AKRON  
FY 2021-22 TUITION WAIVER RENEWALS**

<b>RENEWALS OF WAIVERS</b>	<b>Amount of Waiver</b>	<b>Amount Student Pays</b>	<b>Dollar Change</b>	<b>Percent Change</b>
<b>Non-Resident Surcharge for domestic, non-Ohio resident graduate students who completed bachelor's degree in Ohio (per SCH). See Appendix C-1.</b>	Varies	\$ 1.00	\$ 0	0%
<b>Non-Resident Surcharge - On-Line (per term)</b>	Varies	\$50 per term	\$ 0	0%
<b>RN to BSN Tuition (per credit hour)</b>	\$ 79.72	\$ 279.38	\$ 0	0%
<b>RN to BSN Tuition for Ohio RNs (per credit hour)</b>	\$ 142.21	\$ 216.88	\$ 0	0%

## APPENDIX C-1



### The Graduate School

Leigh Hall, Room 515  
Akron, OH 44325-2101  
t: 330-972-7663  
f: 330-972-6475

March 31, 2021

Re: Renewal of waiver of domestic non-resident surcharge for certain graduate students

To: Dallas Grundy, Sr VP & CFO

Dear Dallas,

This memo is to bring your attention to a Board of Trustees request to renew the 2021 Directive to reduce the non-resident graduate surcharge for graduate students who have completed a bachelor's or master's degree in Ohio from an Ohio Institution.

The specific request approved by the BOT in 2020 was to reduce the domestic non-resident surcharge to \$1.00 per credit hour for graduate students in UA's graduate programs. This applies only to graduate students living in Ohio. The BOT-approved waiver is assumed to be in effect until further notice or a subsequent request to alter the reduction is submitted.

The initial request to ODHE was for the 2020-2021 academic year. To maximize recruitment opportunities, the renewal request will be for the 2021-2022 and 2022-2023 academic years. Continuing renewal requests will utilize a biennial time frame.

I would request that you share with the Board for endorsement or approval, as appropriate. Thank you for considering this request.



Marnie Saunders, PhD  
Interim Director, The Graduate School  
Associate Professor, Dept of Biomedical Engineering  
The University of Akron  
Akron, OH 44325-2101

**APPENDIX D**  
**THE UNIVERSITY OF AKRON**  
**FY 2021-22 RATE CHANGES - Board Plans**

<u>Description</u>		<u>FY2021 Current Rate</u>	<u>FY22 Proposed Rate</u>	<u>Dollar Change</u>	<u>Percentage Change</u>
<b>Board (Dining) Plans</b>					
Gold plan	Rate per term	\$ 2,475	\$ 2,550	\$ 75	3.0%
Blue plan	Rate per term	\$ 2,265	\$ 2,335	\$ 70	3.1%
White plan	Rate per term	\$ 2,005	\$ 2,005	\$ 0	0%
Commuter 25	Rate per term	\$ 425	\$ 425	\$ 0	0%
Commuter 25 plus	Rate per term	\$ 525	\$ 525	\$ 0	0%
Apartment 50	Rate per term	\$ 845	\$ 845	\$ 0	0%
Commuter 75	Rate per term	\$ 1,435	\$ 1,435	\$ 0	0%
Add-on DB 200 <i>225 of DB for 200</i>	New Plan	\$ 200	\$ 200	\$ 0	0%

**APPENDIX E**  
**THE UNIVERSITY OF AKRON**  
**FY2021-2022 RATE CHANGES – Miscellaneous Fees**

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Chief Financial Officer

- Visitor Parking: establish virtual permit fulfillment fee \$1.50

Environmental and Occupational Health & Safety

- Establishment of service fee “Gas/chemical/foam fire suppression system required inspections and maintenance”, At Cost (direct cost of invoice)
- Multiple adjustments to Physical Facilities Operations Center’s hourly chargeback rates and overtime rates:
  - Building Services chargeback rate increase from \$27.53 to \$27.74
  - Building Services overtime rate increase from \$35.52 to \$35.79
  - Energy Center chargeback rate decrease from \$40.01 to \$38.83
  - Energy Center overtime rate decrease from \$51.62 to \$50.09
  - Grounds chargeback rate increase from \$31.47 to \$32.50
  - Grounds overtime rate increase from \$40.60 to \$41.93
  - Maintenance & Trades chargeback rate increase from \$39.83 to \$40.30
  - Maintenance & Trades overtime rate increase from \$51.38 to \$51.98
  - Special Services chargeback rate increase from \$31.47 to \$31.57
  - Special Services overtime rate increase from \$40.60 to \$40.72
  - Administration chargeback rate increase from \$33.85 to \$33.91
  - Administration overtime rate increase from \$43.67 to \$43.74
  - Students chargeback rate increase from \$12.64 to \$13.00
  - Locking Systems chargeback rate increase from \$39.83 to \$40.30
  - Locking Systems overtime rate increase from \$51.38 to \$51.98

University Police Department

- Special Events Detail for internal on campus events increase from \$45.00 per hour (3-hr. minimum) to \$47.50 per hour (2-hr. minimum)
- Special Events Detail for external on campus events increase from \$47.00 per hour (3-hr. minimum) to \$50.00 per hour (2-hr. minimum)
- Police Service Calls for Vehicles decrease from \$10.00 to \$0
- Removal of services that are no longer offered:
  - Web-based Records Check- BCI and FBI

Athletics

- Stile Athletics Field House Full Facility Rental Tier II rate increase from \$300 per hour to \$400 per hour
- Stile Athletics Field House Full Facility Rental for Entire Day Tier II rate increase from \$3,000 + overhead to \$4,000 + overhead
- First Energy Stadium - Cub Cadet Soccer Field Tier II rate increase from \$3,500 + overhead to \$4,000 + overhead
- Jackson Field Complex - Softball Field Tier II rate increase from \$200 /game + overhead to \$250 /game + overhead



**APPENDIX E**  
**THE UNIVERSITY OF AKRON**  
**FY2021-2022 RATE CHANGES – Miscellaneous Fees**

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- Team Practices (Court, Track or Playing field Only) Tier II rates (K-12 Schools Team Practices, (including teams that request practice times during post season high school playoffs))
  - Stile Field House decrease from \$300 hour + overhead to \$250 hour + overhead
  - Practice Turf Field increase from \$225 hour + overhead to \$250 hour + overhead
  - Rhodes Arena increase from \$125 hour + overhead to \$250 hour + overhead
  - InfoCision Stadium- Summa Field decrease from \$325 hour + overhead to \$250 hour + overhead
- Removal of services that are no longer offered:
  - Rhodes Arena - Upstairs Track
  - Tennis Courts

Student Recreation and Wellness Center

- Update SRWC facility rental rates and rate ranges for consistency in categories
  - Central Hower 227 Non-Member/Community rate from \$100.00 - \$700.00 + overhead to \$50.00 - \$700.00 + overhead
- Removal of services that have been combined or no longer offered:
  - Fitness and Wellness – Personal Training - Semi-Private 30-Minute Session
- Aquatics/ONAT- Competition Pool – Diving Meets Non-Member/Community rate revised from \$70.00 - \$100.00/hr. + overhead to \$90.00 - \$150.00/hr. + overhead
- Establish Non-Member/Community rates for Intramural Sports:
  - Team Entry (season) \$0.00-\$150.00
  - Team Entry (tournament) \$0.00-\$400.00
  - Community Leagues \$0.00-\$600.00
  - Intramural Pass \$40.00 - \$200.00
- Facility Rentals- Central Hower 227- Two-Court Gym - Courts 4 through 5 (per court) University Departments rate range revised from \$0.00 - \$100.00 to \$0.00 - \$200.00
- Facility Rentals- Central Hower 227- Two-Court Gym - Courts 4 through 5 (per court) Non-Member/Community rate range revised from \$50.00 - \$300.00 to \$50.00 - \$500.00
- Facility Rentals- Competition Pool (ONAT) or Leisure Pool (non-exclusive use for groups during normal hours) 1-200 people University Departments rate range revised from \$20.00 - \$200.00 to \$20.00 - \$300.00
- Facility Rentals - Competition Pool (ONAT) or Leisure Pool (non-exclusive use for groups during normal hours) 1-200 people Non-Member/Community rate range revised from \$40.00 - \$400.00 to \$40.00 - \$500.00
- Facility Rentals - Children's Parties Package - Leisure pool w/ Classroom Faculty/Staff & Paid Members rate range revised from \$65.00 - \$100.00 for 2 hours to \$65.00 - \$200.00 for 2 hours
- Facility Rentals - Children's Parties Package - Leisure pool w/ Classroom Non-Member/Community rate range revised from \$85.00 - \$125.00 for 2 hours to \$85.00 - \$250.00 for 2 hours

College of Business Administration

- Saturday MBA program at MCUC, Wayne, and Lakewood – Cohort #11 \$33,000

**APPENDIX E**  
**THE UNIVERSITY OF AKRON**  
**FY2021-2022 RATE CHANGES – Miscellaneous Fees**

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University Libraries

- Establish fine: Video Camera Late Fee \$10.00/hour (\$100 max)

Counseling and Testing Center

- Refinements to descriptions
  - From “Residual” to “On-Campus” ACT Registration Payment
  - From “Residual” to “On-Campus” ACT Walk-In registration
  - From “Individual Administration of A.C.T. Residual Test” to “On-Campus ACT privately scheduled”
  - From “College Level Examination Program (CLEP) Administration, DSST, COMPASS Remote” to “Prior Learning Assessment (e.g. College Level Examination Program (CLEP) Administration, DSST), or Placement for Non-UA Students (e.g. ALEKS, Accuplacer)”
  - From “Correspondence Testing” to “Correspondence Testing (proctoring for non-UA courses)”
  - From “Placement Testing Fee: Individual Retesting and External Users” to “Placement Testing Fee: Individual Retesting and External Users (retesting more than one year after initial test)”
- Adjustment of fees that have been combined or no longer offered
  - Professional Consultation Fee from \$120 to N/A
  - CDs (Relaxation, Stress Management, etc.) from \$1.00 to N/A

**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 5**

**LOCAL ADMINISTRATION OF STATE FUNDED  
CAPITAL PROJECTS**



**INTEROFFICE CORRESPONDENCE**  
**Capital Planning and Facilities Management**  
**EXT - 8316 FAX - 5838**

TO: Dallas A. Grundy  
Senior Vice President of Finance and Administration/Chief Financial Officer

FROM: Misty M. Villers, CPA *M. Villers*  
Assistant to the VP/Fiscal Officer, CPFM

DATE: March 29, 2021

SUBJECT: Local Administration of State Funded Capital Projects

The Ohio Department of Administrative Services implemented, and for many years the University of Akron has participated in the Local Administration Competency Certification Program (Program). The Program permits colleges and universities to locally administer state funded capital projects instead of the Department of Administrative Services performing that role. Local administration results in project timeline efficiencies and also fiscally benefits the participants as the 1.5 percent administrative fee accrues to the benefit of the respective college or university.

Those colleges and universities that participate in the Program must provide written notice to the Ohio Department of Higher Education via a Board of Trustee's resolution that asserts the college or university will comply with the laws that govern the selection of consultants, preparation and approval of contract documents, receipt of bids, and award of contracts. Our Board most recently provided its approval during its October 10, 2018 meeting via Resolution 10-04-18.

The accompanying Board resolution, if approved, satisfies the requirements and will enable the University to continue to locally manage its state capital funded projects.

I recommend the University of Akron continue its participation in the Program and request your approval and that of the Board of Trustees at its meeting on April 21, 2021.

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Pertaining to Local Administration of State Funded Capital Projects

WHEREAS, The Local Administration Competency Certification Program (the “Program”) allows institutions of higher education to administer state-funded capital facilities projects pursuant to Ohio Revised Code §3345.51, without the supervision, control or approval of the Ohio Department of Administrative Services; and

WHEREAS, The University desires to continue to participate in the Program and administer its own capital facilities program for state funded projects; Now, Therefore,

BE IT RESOLVED, That the appropriate University officials are directed to take all necessary steps to accomplish that purpose, including without limitation, giving written notice to the Chancellor of the Ohio Department of Higher Education, pursuant to Ohio Revised Code §3345.51(A)(2), of the Board of Trustees’ request to administer a capital facilities project; and

BE IT FURTHER RESOLVED, That pursuant to the requirements of Ohio Revised Code §3345.51(A)(3), the University intends to comply with Ohio Revised Code §153.13 and the guidelines established pursuant to Ohio Revised Code §153.16, as well as all laws that govern the selection of consultants, preparation and approval of contract documents, receipt of bids and award of contracts with respect to the project; and

BE IT FURTHER RESOLVED, That pursuant to the requirements of Ohio Revised Code §123.24(D)(6), the University agrees to indemnify and hold harmless the state of Ohio and the Ohio Department of Administrative Services for any claim of injury, loss or damage that results from the University’s administration of a capital facilities project pursuant to the Program; and

BE IT FURTHER RESOLVED, That pursuant to the requirements of Ohio Revised Code §123.24(D)(5), the University will conduct biennial audits of the University’s administration of capital facilities projects in accordance with Ohio Revised Code §3345.51(C); and

BE IT FURTHER RESOLVED, That pursuant to the requirement of Ohio Revised Code §123.24(D)(2), the University will select new employees to participate in the Program as necessary to compensate for employee turnover.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 6**

**AUTHORIZED SIGNATURES**



**DATE:** April 5, 2021

**TO:** Dallas A. Grundy, MBA  
Senior Vice President and Chief Financial Officer

**FROM:** Laura M. Miller-Francis  
Sr. Executive Administrative Assistant

**SUBJECT: Authorized Signatures**

As requested of me, I provide to you the following resolution and certificate, which updates Resolution 8-6-16 authorizing certain officers to sell, transfer and assign notes, bonds, stocks and other securities on behalf of The University of Akron, for Board of Trustees consideration and approval at its meeting on April 21, 2021.

**Office of Finance & Administration/CFO**  
Akron, OH 44325-4715  
330-972-7120 Office

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Pertaining to Authorization to Sell, Transfer and Assign  
Notes, Bonds, Stocks and Other Securities

**BE IT RESOLVED**, By the Board of Trustees of The University of Akron that the following officers of The University of Akron:

Senior Vice President and Chief Financial Officer (or equivalent)  
Controller (or equivalent)  
Associate Controller (or equivalent)  
Director of Treasury Services (or equivalent)

be and hereby are authorized and empowered on behalf of and in the name of The University of Akron to sell or otherwise dispose of, transfer and assign any notes, bonds, stocks or other securities belonging to or standing in the name of The University of Akron; and to sign orders and issue instructions regarding the handling of any matters connected with such transactions; and

**BE IT FURTHER RESOLVED**, That the above-named officers of The University of Akron be and hereby are authorized and empowered on behalf of and in the name of The University of Akron to identify and guarantee signatures to assignments, transfers and instruments for transfer of notes, bonds, stock certificates and other securities; and

**BE IT FURTHER RESOLVED**, That the Secretary of the Board of Trustees of The University of Akron be and hereby is authorized to certify and deliver to any person, firm, corporation, bank or trust company having control over the transfer of securities, copies of these resolutions, and the names and signatures of The University of Akron officers hereby authorized to act in the premises; and that any such person, firm, corporation bank or trust company to which such certificate has been delivered in hereby authorized to rely upon such certification until formally advised by a later certificate of any change or changes with respect thereto, and is authorized to rely on any such additional certificates; and

**BE IT FURTHER RESOLVED**, That any note or bond sales for long-term debt financing provided herein shall be with the proper consent, authorization or ratification by the Board of Trustees of The University of Akron; and

**BE IT FURTHER RESOLVED**, That in the event that the Board of Trustees authorizes revisions in University position titles referred to in this Resolution, the Secretary of the Board of Trustees be authorized to so revise the position titles in this Resolution without the need for express additional formal approval by the Board of Trustees; and

**BE IT FURTHER RESOLVED**, That this Resolution supersedes Resolution 8-6-16 providing authority to sell, transfer and assign notes, bonds, stocks and other securities.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021



**THE UNIVERSITY OF AKRON**

**CERTIFICATE**

The attached is certified to be a true and correct copy of Resolution No. 4-\_\_ - 21 titled, "Pertaining to Authorization to Sell, Transfer and Assign Notes, Bonds, Stocks and Other Securities."

It is further certified that Dallas A. Grundy is the Senior Vice President and Chief Financial Officer; Sameer Alramahi is the Controller; George E. Swope, Jr. is the Associate Controller; and Denny C. Clutter is the Director of Treasury Services of The University of Akron. Signatures of Dallas A. Grundy, Sameer Alramahi, George E. Swope, and Denny C. Clutter, as they appear below, are certified.

Any one of these officers is authorized to sell or otherwise dispose of, transfer and assign any notes, bonds, stocks or other securities belonging to or standing in the name of The University of Akron, and to sign orders and issue instructions regarding the handling of any matters connected with such transfers, as shown in Resolution No. 4-\_\_ - 21.

**CERTIFIED SIGNATURES**



\_\_\_\_\_  
Dallas A. Grundy  
Senior Vice President and CFO (or the like)

\_\_\_\_\_  
Sameer Alramahi  
Controller (or the like)



\_\_\_\_\_  
George E. Swope, Jr.  
Associate Controller (or the like)



\_\_\_\_\_  
Denny C. Clutter  
Director of Treasury Services (or the like)

\_\_\_\_\_  
M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

# **FINANCE & ADMINISTRATION COMMITTEE**

## **TAB 7**

### **GIFTS**



DATE: April 5, 2021

TO: Kimberly M. Cole *Kim Cole*  
Vice President, Advancement  
Executive Director, The University of Akron Foundation

FROM: Terrie L. Sampson *Terrie*  
Director of Development Stewardship

SUBJECT: Gift attainment for Fiscal Year 2021 (July 1 – February 28, 2021)

Attached are gift attainment charts for fiscal year 2021. **Attachment A** details giving through cash, pledges due, bequests received, as well as gifts-in-kind from University of Akron constituents for the first eight months of fiscal year 2021 from July 1, 2020 to February 28, 2021.

Of note:

- Total attainment from July 1, 2020 to February 28, is \$12,761,073.
- Giving to the University by new donors totaled \$390,917 from July 1, 2020 to February 28, 2021.
- During the first eight months of fiscal year 2021, a total of \$4,057,211 has been received in support for scholarships for Akron students, including \$1,127,467 for immediate use.
- The Charles Schwab Corporation chose the University as one of only seven universities to partner with to help increase the pipeline of diverse talent in the financial services industry, providing a \$500,000 gift.

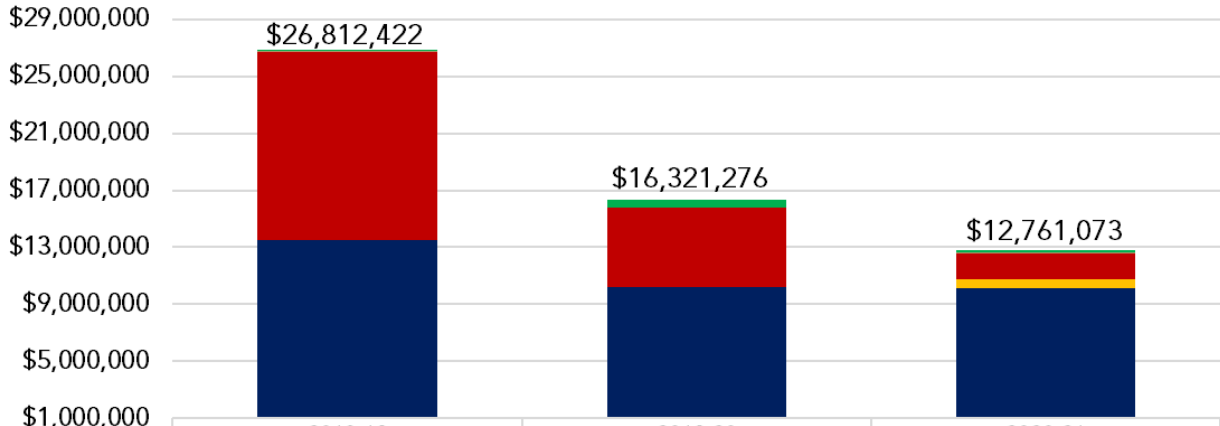
With your approval, I request submission of this report to the Board of Trustees for approval at its April 21, 2021 meeting.

**Department of Development**  
Akron, Ohio 44325-2603  
330-972-7238 (Office) 330-972-3800 (Fax)

**Attachment A**

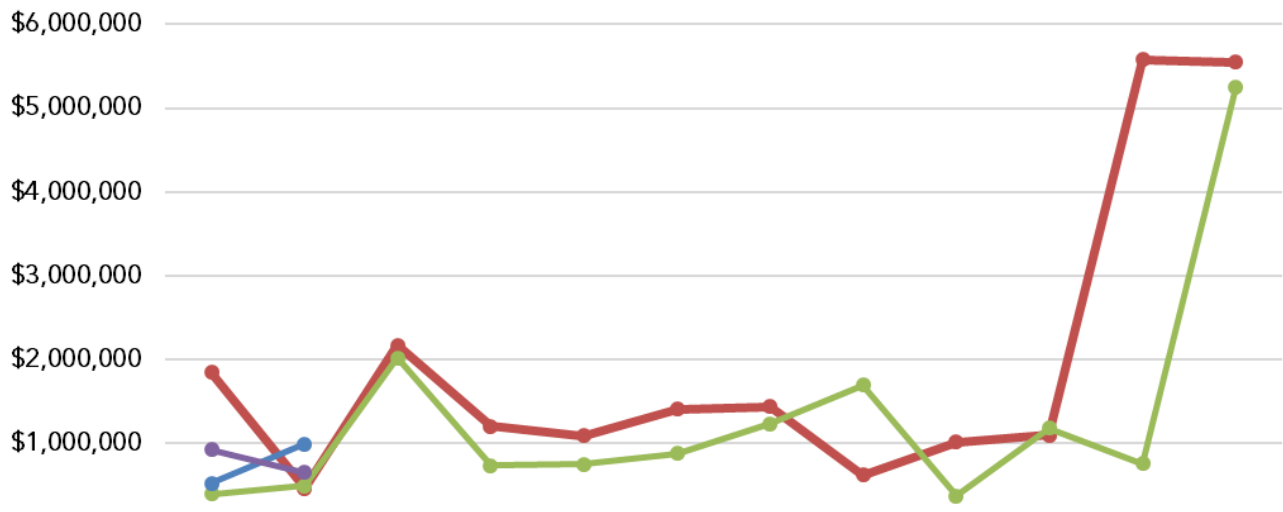
**DEPARTMENT OF DEVELOPMENT  
FY 2021 Attainment  
July 1, 2020 through February 28, 2021**

**The University of Akron and The University of Akron Foundation  
Gifts and Pledges  
July 1 - February 28 | FY2019 - FY2021**



	2018-19	2019-20	2020-21
■ Gifts-in-Kind - all others	\$12,774	\$521,882	\$89,257
■ Gifts-in-Kind - corporate*	\$95,735	\$33,001	\$91,685
■ Bequests received	\$13,185,869	\$5,571,329	\$1,822,950
■ Pledges due	\$0	\$18,458	\$620,924
■ Cash	\$13,518,044	\$10,176,607	\$10,136,257

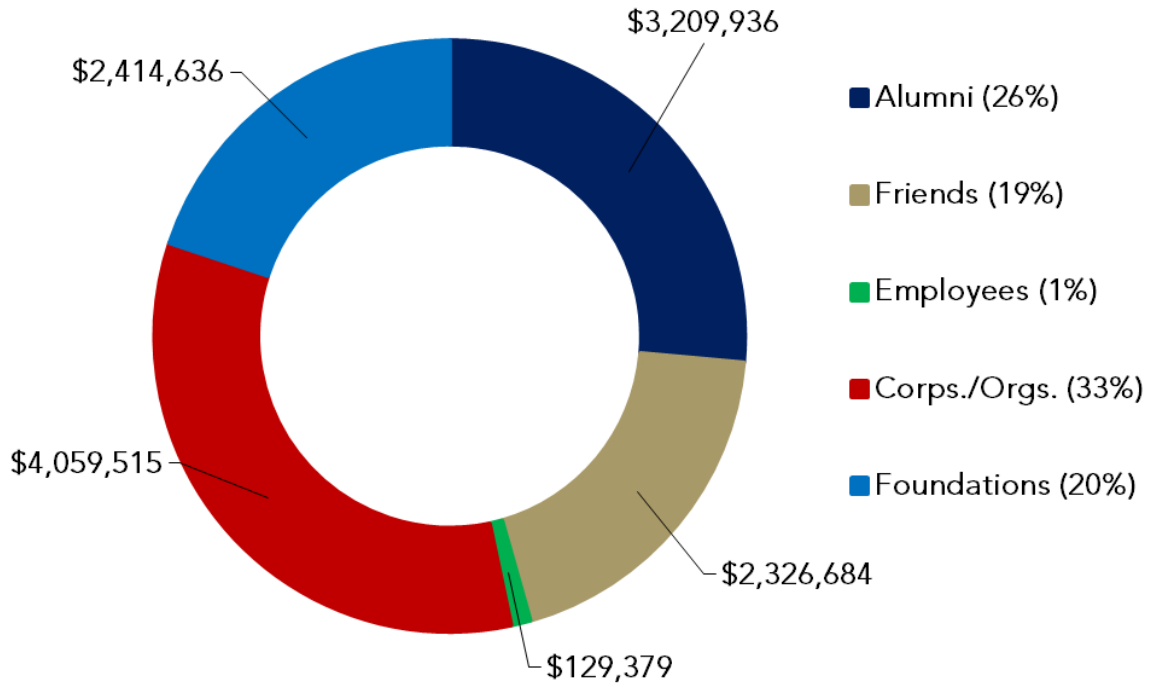
**The University of Akron and The University of Akron Foundation  
Monthly Trend Report - Giving  
Calendar Years 2019 - 2021**



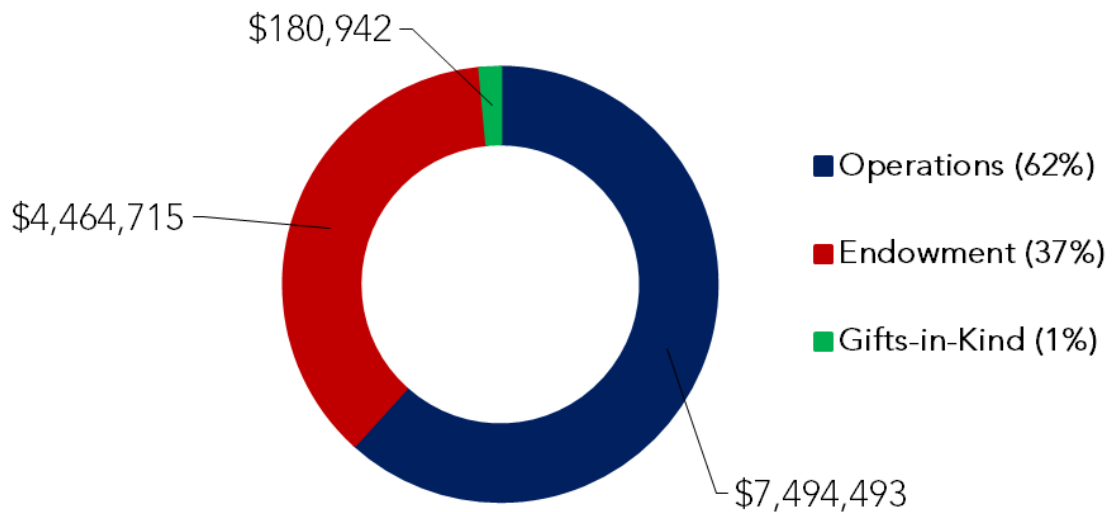
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
— 2019	\$1,847,61	\$462,353	\$2,171,99	\$1,205,52	\$1,088,36	\$1,409,96	\$1,437,11	\$622,500	\$1,014,86	\$1,099,90	\$5,579,66	\$5,546,09
— 2020	\$399,791	\$498,798	\$2,024,51	\$740,291	\$753,893	\$882,533	\$1,232,94	\$1,694,23	\$371,577	\$1,181,40	\$761,137	\$5,251,98
— 2021	\$523,672	\$996,624										
— 2019-2021	\$923,693	\$652,592										

Attachment A

The University of Akron and The University of Akron Foundation  
Giving by Constituent Type  
July 1, 2020 - February 28, 2021 | FY 2021

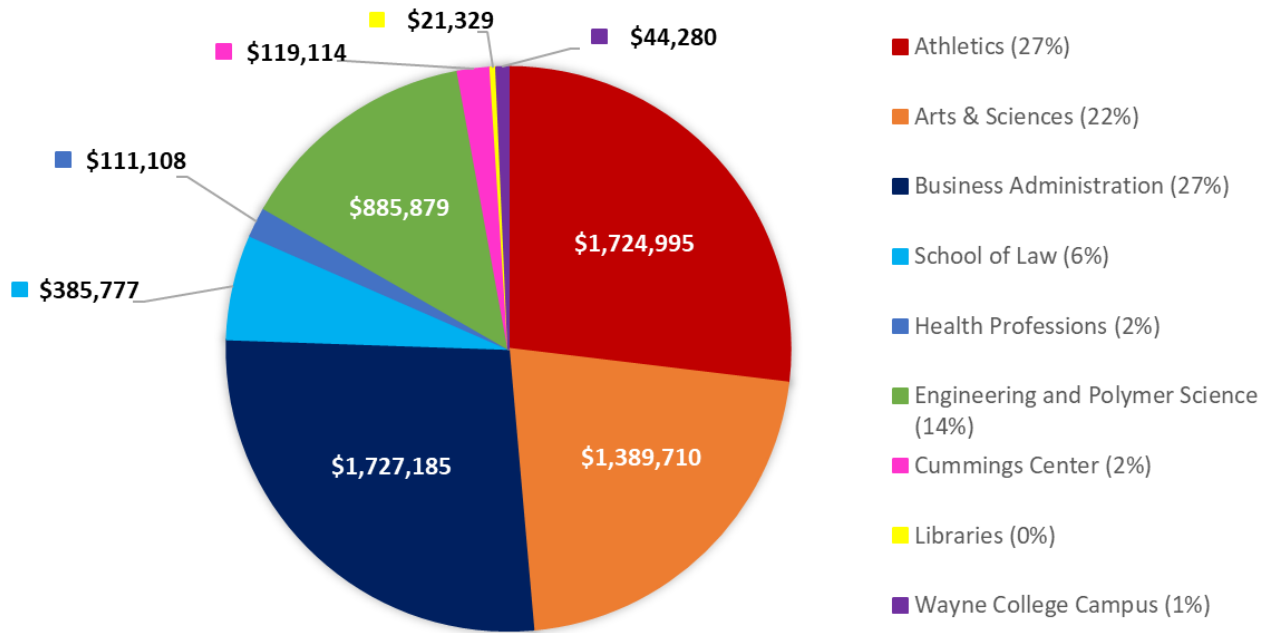


The University of Akron and The University of Akron Foundation  
Gifts by Classification Type  
July 1, 2020 - February 28, 2021 | FY 2021

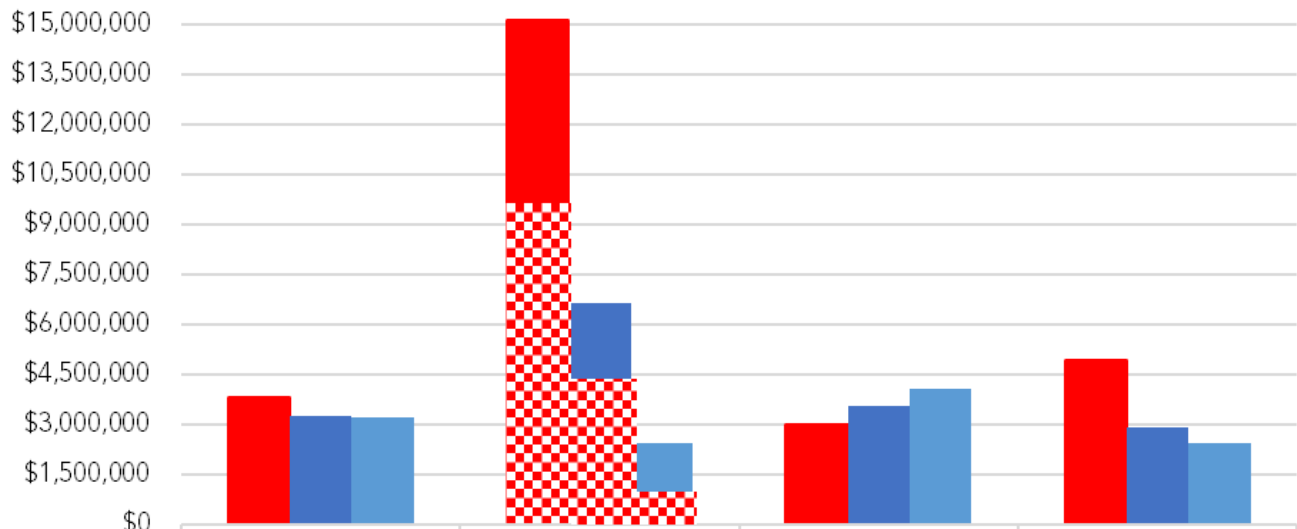


Attachment A

THE UNIVERSITY OF AKRON AND THE UNIVERSITY OF AKRON FOUNDATION  
GIFTS (NO PLEDGES) BY ACADEMIC COLLEGE/AREA  
JULY 1, 2020 - FEBRUARY 28, 2021 | FY 2021



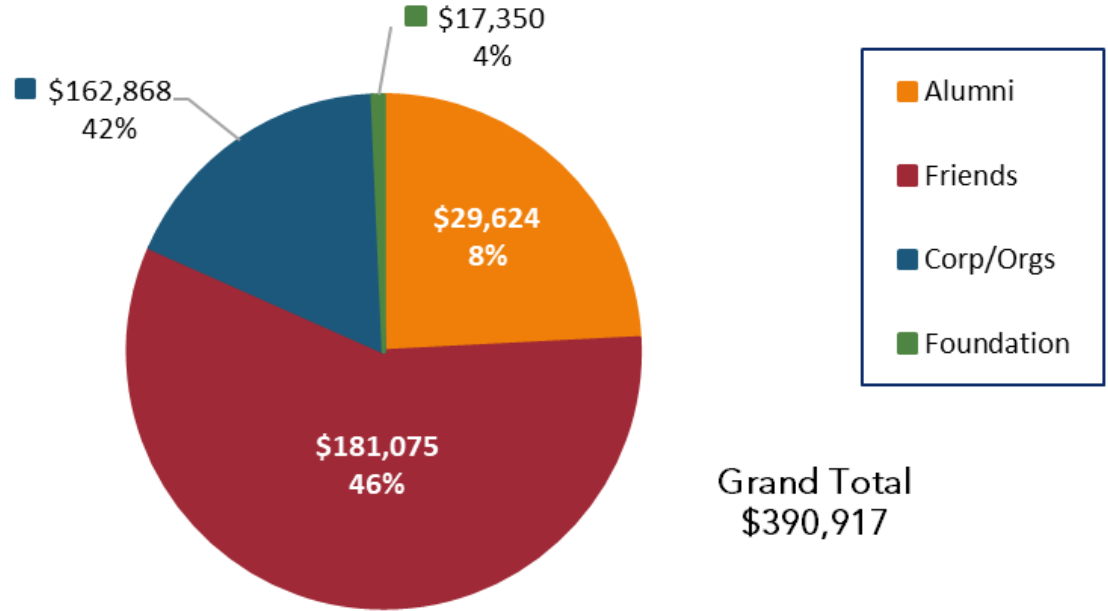
The University of Akron and The University of Akron Foundation  
Gifts by Constituent Type  
July 1 - February 28 | FY 2019 - FY 2021



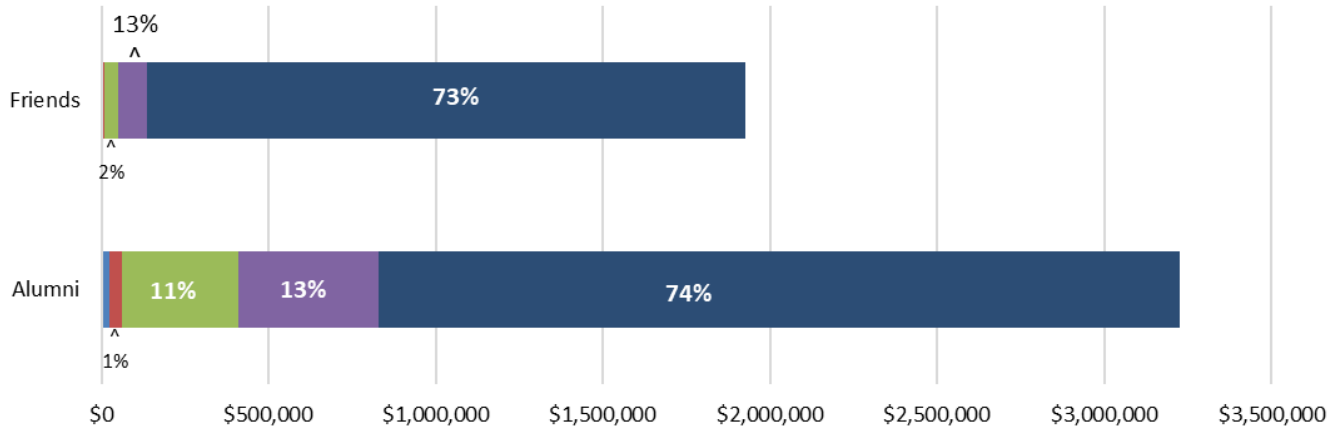
	Alumni	Friends	Corp/Orgs	Foundations
2018 - 2019	\$3,811,181	\$15,109,259	\$2,982,208	\$4,909,774
2019 - 2020	\$3,230,681	\$6,612,560	\$3,555,975	\$2,903,602
2020 - 2021	\$3,226,157	\$2,439,842	\$4,059,515	\$2,414,636

Attachment A

The University of Akron and The University of Akron Foundation  
 Total Giving by New Donors  
 July 1, 2020 - February 28, 2021 | FY 2021



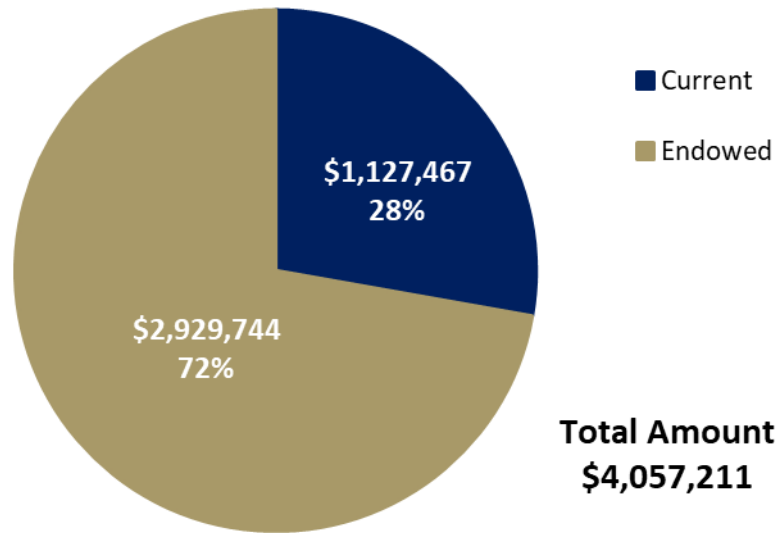
The University of Akron and The University of Akron Foundation  
 Alumni and Friend Donors by Age Group  
 FY 2021 | July 1 - Feb 28, 2021



	Alumni	Friends
18-24	\$978	\$136
25-34	\$22,194	\$1,415
35-44	\$37,644	\$7,079
45-54	\$349,965	\$43,551
55-64	\$418,158	\$85,450
>64	\$2,396,130	\$1,790,449

**Attachment A**

The University of Akron and The University of Akron Foundation  
Giving to Scholarships by Fund Type | Includes Bequests  
FY 2021 | July 1 - February 28, 2021



**The University of Akron and The University of Akron Foundation  
Top Funds by Number of Gifts Received  
July 1, 2020 – February 28, 2021 | FY 2021**

Fund Name	Fund Type	No. of Gifts
Zips on the Rise Scholarship	Scholarship	909
University of Akron Alumni Assc Legacy Scholarship	Scholarship	216
University of Akron Student Financial Emergency Fund	Aid	153
LeBron James Family Foundation School of Education	General	145
Women's Lacrosse	General	134

**The University of Akron and The University of Akron Foundation  
Top Funds by Total Amount of Gifts Received  
July 1, 2020 – February 28, 2021 | FY 2021**

Fund Name	Fund Type	Total Amount Given
Jean Hower Taber Scholarship	Scholarship and Operations	\$818,148.53
Canadian Friends – Coleman Scholarship	Scholarship	\$799,926.92
Oelschlager Leadership Award Fund	Scholarship	\$580,000.00
Baseball Field Renovation Fund	Building Fund	\$500,000.00
Charles Schwab Foundation Scholarship	Scholarship	\$500,000.00



**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Acceptance of Gift Income Report for July 1, 2020 through February 28, 2021

BE IT RESOLVED, That the recommendation of the Finance & Administration Committee on April 21, 2021 pertaining to acceptance of the Gift Income Report for July 1, 2020 through February 28, 2021 be approved.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 8**

**PURCHASES \$25,000 TO \$500,000 REPORT**



**DATE:** April 5, 2021

**TO:** Dallas A. Grundy, MBA  
Senior Vice President and Chief Financial Officer

**FROM:** Luba Cramer *Luba Cramer*  
Director of Purchasing

**SUBJECT: Board Informational Report: Purchases Between \$25,000 and \$500,000**

The following purchases, all of which were entered into following University policy, were made subsequent to the last meeting of the Board of Trustees.

The accompanying Reports for January and February 2021 are submitted for the Board's information.

**Department of Purchasing**  
Akron, OH 44325-9001  
330-972-5965 Office · 330-972-5564 Fax

**The University of Akron  
Purchases Between \$25,000 and \$500,000  
January 2021  
Informational Report**

<b>FUND</b>	<b>VENDOR NAME</b>	<b>P.O. No. or Pcard</b>	<b>AMOUNT</b>	<b>COMMENTS</b>
<b>General</b>	Workforce Software LLC	102077	\$ 138,105	System Renewal for EmpCenter for Human Resources
	Ohio State University	102093	58,256	Support Services for VMware Virtualization Software
	<b>Subtotal</b>		<b>\$ 196,361</b>	
<b>Auxiliary</b>	Omar McDowell Co.	102097	<b>\$ 39,066</b>	PVI Steam Water Heater Units (2) for Robertson Dining Hall
	<b>Restricted</b>	WKYC	<b>\$ 240,040</b>	Kaulig/UA Advertising Spotlights
<b>Plant</b>	Synergy LLC	102134	\$ 449,000	Air Handler Replacement for the Computer Center
	Southeast Security Corporation	102089	339,900	Surveillance Camera Project for Main Campus
	<b>Subtotal</b>		<b>\$ 788,900</b>	
			<b>\$ 1,264,367</b>	

Note 1: As prescribed by Board Rule, this Report reflects all goods and services exceeding \$25,000 and \$50,000, respectively.

Note 2: The PVI Steam Water Heater Unit installation was coordinated by PFOC so these costs originally resided in the General Fund, but were recharged to the Auxiliary Fund which was an appropriate recharge.

**The University of Akron**  
**Purchases Between \$25,000 and \$500,000**  
**February 2021**  
**Informational Report**

<b>FUND</b>	<b>VENDOR NAME</b>	<b>P.O. No. or Pcard</b>	<b>AMOUNT</b>	<b>COMMENTS</b>
<b>General</b>	Ad Astra Information Systems LLC	102264	\$ 95,800	Renewal of Saas Subscription and Maintenance for Registrar's Office
	Microsoft Corporation	102160	69,035	Microsoft Premier Support Services for the University
	Laketec Communications Inc.	102168	60,267	Aruba License Renewal for the University
	LinkedIn Corporation	102238	60,200	LinkedIn Learning for the University
	Higher One Inc.	102271	38,057	Renewal of Subscription for Bursar's Office
	<b>Subtotal</b>		<b>\$ 323,359</b>	
<b>Auxiliary</b>	Higher One Inc.	102271	\$ 87,090	Renewal of Subscription for Bursar's Office
	Omar McDowell Co.	102226	\$ 111,640	PVI Steam Water Heater Units (2) for Spicer Hall
	<b>Subtotal</b>		<b>\$ 198,730</b>	
<b>Grant</b>	Search Enterprises LLC	102174	\$ 60,000	COVID-19 Contact Tracing Services
			<b>\$ 582,089</b>	

Note 1: As prescribed by Board Rule, this Report reflects all goods and services exceeding \$25,000 and \$50,000, respectively.

Note 2: The PO for Higher One Inc., PO Number 102271 totaled \$125,147 with portions charged to the General Fund and Auxiliary in the amount of \$38,057 and \$87,090 respectively.

Note 3: The PVI Steam Water Heater Unit installation was coordinated by PFOC so these costs originally resided in the General Fund, but were recharged to the Auxiliary Fund which was an appropriate recharge.

**FINANCE & ADMINISTRATION COMMITTEE**


**TAB 9**

**CAPITAL PROJECTS REPORT**



**INTEROFFICE CORRESPONDENCE**  
**Capital Planning and Facilities Management**  
**EXT - 8316 FAX - 5838**

TO: Dallas A. Grundy  
Senior Vice President for Finance and Administration/Chief Financial Officer

FROM: Misty M. Villers, CPA   
Assistant to the VP/Fiscal Officer, CPFM

DATE: March 22, 2021

SUBJECT: Capital Planning and Facilities Management: Informational Report for the Board of Trustees as of February 28, 2021.

Accompanying please find the following sections for the Capital Planning & Facilities Management report:

- A. Status of Projects \$100,000 or larger
- B. Change Orders
- C. State Capital Appropriations
- D. Photos of Select Projects

Project Deliver Methods:

- General Contracting (GC) – A design-bid-build process in which the owner selects an Architect/Engineer (A/E) to fully document the project criteria and design prior to bidding. The lowest responsive and responsible GC (single prime) is awarded the contract. The owner holds a single contract with the GC.
- Multiple Prime Contracting – A design-bid-build process in which the owner selects an A/E to fully document the project criteria and design prior to bidding. Multiple packages are separately bid and awarded to the lowest responsive and responsible prime contractors. The owner holds all prime contracts and is responsible for coordination during construction.
- Design/Build (DB) – A single entity is hired through a best value selection process to deliver a complete project. The owner's criteria and design intent is documented by a separate criteria architect. The design is completed by the DB entity and a guaranteed maximum price is provided to the owner prior to bidding. The DB entity bids to prequalified subcontractors and holds all subcontracts for construction.
- Construction Manager at Risk (CMR) – A contractor is hired through a best value selection process during the design phase. The owner's criteria and full design is documented by a separate A/E. CMR provides a guaranteed maximum price to the owner prior to bidding. The CMR bids to prequalified subcontractors and holds all subcontracts for construction.

# **SECTION**

## **A**















**Status of Projects  
\$100,000 or larger**






PROJECT NAME	PROJECT FUNDING	IMAGE	DESCRIPTION	STATUS	
ASEC Insulation (General Contracting)	\$200,000 Local Funds		Insulation and ductwork repair of West Tower roof. <u>Construction schedule: 05/2021 - 07/2021.</u>		Construction 0% complete.
ASEC Vivarium Air Handler Replacement (Design/Build) (BOT Approval: 12/11/19)	\$1,259,000 State Capital Funds		Replace vivarium air handler. <u>Construction schedule: 05/2021 - 09/2021.</u>		Construction 0% complete.
Baseball Field Renovation (General Contracting) (BOT Approval: 06/12/19)	\$1,890,000 Donations The Foundation loaned \$1 million to the University via a line of credit (LOC). The LOC has been accessed and portions repaid with the current balance totaling \$330,000. The project is concluding and future draws on the LOC are unlikely.		Phase I: Sitework including drainage and installation of artificial turf. Phase II: Scoreboard, pressbox, and bleachers. <u>Construction schedule Phase II: 06/2020 - 10/2020 updated to 03/2021.</u>		Phase I complete. Phase II construction 95% complete.
Bierce Library Renovations (General Contracting) (BOT Approval: 06/10/20)	\$850,000 State Capital Funds		Renovate existing restrooms and associated infrastructure.		Closeout in progress.
Buckingham Building Renovations (General Contracting) (BOT Approval: 12/11/19)	\$1,850,000 State Capital Funds		Upgrade HVAC system and fire alarm. Select interior renovations to include relocation of Academic Achievement Programs from Ayer Hall.		Closeout in progress.
Buckingham McClain Gallery	\$357,000 State Capital Funds		Renovations and signage for the McClain Gallery. <u>Construction schedule: TBD</u>		Professional services agreement in process.
Campus HVAC Indoor Air Quality Improvements (General Contracting) (BOT Information: 12/09/20)	\$1,300,000 Grant Funds (Phase I)		Installation of cold plasma bi-polar ionizers to the major HVAC systems in 27 buildings on the Akron, Wayne, and Medina campuses. <u>Construction schedule Phase I: 12/2020.</u>		The installer returned to correct installation issues and punch list items. Phase II in design.













Note: For purposes of this section, local funds represent general fund resources including IDC and start ups plus bond proceeds and auxiliaries, etc.

- Project over budget or delayed.
- Project within budget and on schedule.
- Project substantially complete and/or closeout underway.




PROJECT NAME	PROJECT FUNDING	IMAGE	DESCRIPTION	STATUS	
Campus Surveillance Camera Updates (General Contracting)	\$500,000 Local Funds (Phase I)		Phase I: Add digital cameras to entrance/exits of select buildings Phase II: Add digital cameras to parking decks Phase III: Add digital cameras to open areas and athletic fields <u>Construction schedule Phase I: 03/2021 - 06/2021.</u>		Construction 50% complete. Phase II in design.
Computer Center Air Conditioning Unit Replacements (General Contracting)	\$560,000 State Capital Funds		Replace existing air conditioning units. <u>Construction schedule: 04/2021 - 08/2021.</u>		Construction 0% complete.
Crouse/Ayer Hall Consolidation (CMR) (BOT Approval: 04/10/19 & 02/12/20)	\$22,660,000 State 340,000 Local <del>\$23,000,000</del> Total (\$22.66M State Capital Funds)		Rehabilitate/addition to Crouse Hall. Abate and raze Ayer Hall. Green space portion of existing Ayer Hall footprint. <u>Construction schedule: 08/2020 updated to 04/2021 - 01/2023.</u>		Design is complete and construction was originally planned to begin August 2020 but will now begin April 2021. Swing space buildout to commence 04/2021 and construction to commence 06/2021.
EJT Concrete Repairs (General Contracting)	\$400,000 Local Funds		Repair a portion of the ramp to the deck and portions of the concrete in lower level mechanical rooms. <u>Construction schedule: TBD.</u>		Design in progress.
Energy Center Boiler Controls (General Contracting)	\$320,000 Local Funds		Replace HTHW boiler controls at Energy Center.		Closeout in progress.
Fire Alarm Upgrades Phase 6 (General Contracting)	\$840,000 State Capital Funds		Upgrade and replace antiquated fire alarm systems in Bierce Library, Olson Hall, and the College of Business Administration. <u>Construction schedule: TBD.</u>		Professional services agreement in process.
Hazardous Material Storage Building (General Contracting)	\$225,000 State Capital Funds		Raze and replace existing hazardous material storage building.		Closeout in progress.

Note: For purposes of this section, local funds represent general fund resources including IDC and start ups plus bond proceeds and auxiliaries, etc.

-  Project over budget or delayed.
-  Project within budget and on schedule.
-  Project substantially complete and/or closeout underway.

PROJECT NAME	PROJECT FUNDING	IMAGE	DESCRIPTION	STATUS	
Infrastructure Improvements - Electrical (General Contracting) (BOT Approval: 10/09/19)	\$1,502,220 State Capital Funds		Campus electrical improvements. <u>Construction schedule: 11/2019 - 10/2020 updated to 03/2021.</u>		Construction 98% complete.
JAR AC #6 (General Contracting)	\$350,000 Local Funds		Replace air conditioning roof top unit #6. <u>Construction schedule: TBD</u>		Design in progress.
Martin Center Boutique Hotel (Private Developer)	\$19,000,000 Estimate Private Developer		Convert Martin Center into a Boutique Hotel. <u>Construction schedule: 10/2019 updated to 05/2021 - 08/2022.</u>		Developer negotiating term sheet with a lead lender and hopes to come to terms in order for construction to begin May 31, 2021.
Roof Replacements (General Contracting) (BOT Approval: 02/13/19)	\$1,135,000 State <u>550,000</u> Local <u>\$1,685,000</u> Total (\$1.135K State Capital Funds)		Phase I: Carroll and Forge Street substations, Guzzetta Hall, Mary Gladwin Hall, and Computer Center. Phase II: Kolbe Hall. <u>Construction schedule Phase II: 09/2020 - 11/2020 updated to 04/2021.</u>		Phase I complete. Phase II construction 90% complete.
Whitby Hall Air Handler and Roof Replacement (Design/Build) (BOT Approval: 02/13/19)	\$1,330,000 State Capital Funds		Replace air handler and roof.		Closeout in progress.
Wonder Bread Site (General Contracting)	\$120,000 Local Funds		Relocate yard material to Lot 29 and aesthetically improve vacated site. <u>Construction schedule: 04/2021 - 06/2021.</u>		Design in progress.

Note: For purposes of this section, local funds represent general fund resources including IDC and start ups plus bond proceeds and auxiliaries, etc.

-  Project over budget or delayed.
-  Project within budget and on schedule.
-  Project substantially complete and/or closeout underway.

**SECTION**

**B**

**Change Orders**

**CHANGE ORDERS PROCESSED FROM JANUARY 1, 2021 THROUGH FEBRUARY 28, 2021**BASEBALL FIELD RENOVATION

005-01	Install new 4' gate to access pressbox electrical panel	\$904
		<u>\$904</u>

BIERCE LIBRARY RENOVATIONS

020-01	Electrical modifications	\$1,857
021-01	Fire Alarm modifications	3,750
022-01	Add duplex receptacle at water fountain	375
024-01	Provide/install three room signs	592
		<u>\$6,574</u>

CAMPUS SURVEILLANCE CAMERA UPDATES

001-01	Upgrade camera model	\$6,725
002-01	Change camera for EJ Thomas Hall	927
		<u>\$7,653</u>

INFRASTRUCTURE IMPROVEMENTS - ELECTRICAL

005-01	Installation of 2' PVC and 2' RMC aluminum	\$3,872
006-01	Demo existing ductbank and install new ductbank	52,493
		<u>\$56,365</u>

Net \$71,496

# **SECTION**

# **C**

## **State Capital Appropriations**

**The University of Akron**  
**State Capital Appropriations**  
**As of the month ended 02/28/2021**

Description	Appropriation	Released	Encumbered	Expended	Not Yet Encumbered	Remaining (Unreleased)
CROUSE/AYER HALL CONSOLIDATION	\$18,060,000					\$18,060,000
<b>Subtotal Capital Appropriation FY21-22</b>	<b>\$18,060,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,060,000</b>

AUBURN SCIENCE & ENGINEERING CENTER VIVARIUM	\$1,230,000	\$1,230,000	\$1,153,650	\$76,350	\$0	\$0
BASIC RENOVATIONS	6,416,432	5,286,432	613,448	4,672,984	0	1,130,000
BUCKINGHAM BUILDING RENOVATIONS	1,586,218	1,586,218	3,016	1,583,202	0	0
CAMPUS HARDSCAPE	1,000,000	1,000,000	0	1,000,000	0	0
CAMPUS INFRASTRUCTURE IMPROVEMENTS	3,000,000	2,800,000	158,677	2,641,323	0	200,000
CROUSE/AYER HALL CONSOLIDATION	4,400,153	2,233,900	1,144,562	1,089,338	0	2,166,253
WHITBY HALL AIR HANDLER & ROOF	1,200,000	1,200,000	166,328	1,033,672	0	0
<b>Subtotal Capital Appropriation FY19-20</b>	<b>\$18,832,803</b>	<b>\$15,336,550</b>	<b>\$3,239,681</b>	<b>\$12,096,869</b>	<b>\$0</b>	<b>\$3,496,253</b>

MEDINA BATTERED WOMEN'S SHELTER	\$500,000					\$500,000
CANTON JEWISH COMMUNITY PROJECT	50,000					50,000
SOUTH OF EXCHANGE SAFETY INITIATIVE	100,000					100,000
MCCLAIN GALLERY	257,000					257,000
SUMMIT BATTERED WOMEN'S SHELTER	400,000					400,000
<b>Subtotal Community Projects FY21-22</b>	<b>\$1,307,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,307,000</b>

ASHLAND COUNTY-W HOLMES CAREER WORKFORCE	\$300,000	\$0	\$0	\$0	\$0	\$300,000
BATTERED WOMENS SHELTER MEDINA/SUMMIT	500,000	500,000	426,700	73,300	0	0
BIERCE LIBRARY RENOVATIONS	850,000	850,000	49,734	800,265	0	0
MCCLAIN GALLERY	100,000	0	0	0	0	100,000
OHIO CYBER RANGE	1,188,722	1,188,722	23,547	1,165,175	0	0
WORKFORCED BASED TRAINING & EQUIPMENT	286,667	286,667	80,320	206,347	0	0
<b>Subtotal Community Projects FY19-20</b>	<b>\$3,225,389</b>	<b>\$2,825,389</b>	<b>\$580,302</b>	<b>\$2,245,087</b>	<b>\$0</b>	<b>\$400,000</b>

<b>Total</b>	<b>\$41,425,192</b>	<b>\$18,161,939</b>	<b>\$3,819,983</b>	<b>\$14,341,956</b>	<b>\$0</b>	<b>\$23,263,253</b>
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# **SECTION**

# **D**

## **Photos of Select Projects**



ASEC Insulation



ASEC Vivarium Air Handler Replacement





**Baseball Field Renovation**



**Baseball Field Renovation**





**Bierce Library Renovations – 1<sup>st</sup> Floor**



**Bierce Library Renovations – 1<sup>st</sup> Floor**





**Bierce Library Renovations – 3<sup>rd</sup> Floor**



**Bierce Library Renovations – 3<sup>rd</sup> Floor**





**Campus Surveillance Camera Updates**



**Computer Center Air Conditioning Unit Replacements**





**Crouse/Ayer Hall Consolidation**



**Infrastructure Improvements - Electrical**





**Infrastructure Improvements - Electrical**



**Infrastructure Improvements - Electrical**





**Infrastructure Improvements - Electrical**



**JAR AC #6**





**Roof Replacement – Kolbe Hall**



**Roof Replacement – Kolbe Hall**





**Roof Replacement – Kolbe Hall**



**Whitby Hall Air Handler and Roof Replacement**



**FINANCE & ADMINISTRATION COMMITTEE**


**TAB 10**

**INFORMATION TECHNOLOGY REPORT**



**DATE:** April 5, 2021

**TO:** Dallas A. Grundy, MBA  
Senior Vice President and Chief Financial Officer

**FROM:** John Corby   
Chief Information Officer

**SUBJECT: ITS Informational Report for the Board of Trustees**

As requested of me, I provide the accompanying report of the IT Projects and Activities for the Board of Trustees information at its April 21, 2021 meeting. The accompanying report provides a Status of Projects and Activities.

# Information Technology Services

Informational Report for the Board of Trustees

April 21, 2021

*Prepared effective February 28, 2021*





# Information Technology Services







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PROJECT NAME	PROJECT FUNDING	IMAGE	DESCRIPTION	STATUS	
<b>APPLICATION SERVICES</b>					
Business Intelligence and Analytics Initiatives	\$190,000 General Fund	<p>FULL_TIME            ■ Enrolled Full-Time            ■ Enrolled Half-Time            ■ Less than Half-Time            ■ No Unit Load            ■ Three Quarter Time</p>	<p>Two initiatives to migrate and enhance business intelligence and analytics solutions to facilitate the University's growing needs using analytics technology.</p> <p>Project 1: Migrate legacy Zipreports. <u>Schedule: 08/2017 – 04/2020 updated to 06/2021.</u></p> <p>Project 2: Implement predictive analytics related to student success.</p>		Project 1 activities 95% complete. Project 2 completed.
Cloud Enterprise Resource Planning (ERP) System Investigation	None		<p>Investigate migration from the Oracle-PeopleSoft and supporting third-party systems to a cloud-based enterprise resource planning (ERP) to better manage and automate the University's financial, human resource, and student administration functions, provide an improved user experience for employees and students with enhanced security features and capabilities including business intelligence. <u>Schedule: 10/2019 – 02/2020 updated to 04/2021.</u></p>		Project activities 95% complete.
Data Lake Pilot Implementation	None		<p>Implement a cloud-based Data Lake solution on Microsoft Azure migrating data from key institutional information sources. This Data Lake will provide faster performance, scalability and a central repository for the data necessary to the University's business intelligence needs. Work on this pilot will be provided by Microsoft at no cost to the University. <u>Schedule: 03/2021- 06/2021.</u></p>		Project activities 10% complete.
Graduate School Implementation of Salesforce/TargetX	\$87,000 General Fund  The University expects this will replace existing spend approximating \$55,000 annually.		<p>Implement Salesforce and TargetX for Graduate School admissions processing. This will automate the admissions process and communication with prospects, standardize processes with Undergraduate Admissions which already use Salesforce/TargetX and provide effective analytics. This system replaces ApplyYourself. <u>Schedule: 12/2020 - 04/2021 updated to 05/2021.</u></p>		Project activities 30% complete.

Note: For purposes of this section, local funds represent general fund resources including IDC and start ups plus bond proceeds and auxiliaries, etc.

- Project over budget or delayed.
- Project within budget and on schedule.
- Project substantially complete and/or closeout underway.

PROJECT NAME	PROJECT FUNDING	IMAGE	DESCRIPTION	STATUS	
<b>CYBERSECURITY SERVICES</b>					
Cloud-Based Security Information and Event Management System Implementation	None		Deploy Microsoft Azure Sentinel for security event logging and analysis which will help to detect and respond to security breaches and reduce the adverse impact of security events. Phase 1: Collection and analysis of Microsoft events. Phase 2: Collection and analysis of legacy and multi-vendor data. <u>Schedule: 11/2020 – 08/2021.</u>		Phase 1 completed. Phase 2 activities 40% complete.
Multi Factor Authentication for Students	\$25,000 General Fund		Provide capability for multi factor authentication for students. This feature will provide an additional layer of protection to help prevent account compromises. Phase 1: Pilot deployment of students. <u>Schedule: 01/2021 - 7/2021.</u> Phase 2: Rollout to remaining students. <u>Schedule: 08/2021 - 12/2021.</u>		Phase 1 activities 20% complete.
Security Access Directory Implementation	None		Consolidate several customized identity and authentication services to a single service through existing licensing with Microsoft Azure Directory Services. This consolidation will provide greater agility, efficiency, and management of security access to systems and services. Phase 1: Identify and map services. Phase 2: Add new services. Phase 3: Migrate to new infrastructure and services from the legacy provider. <u>Schedule: 10/2020 - 08/2021.</u>		Phase 1 completed. Phase 2 completed. Phase 3 activities 25% complete.

Note: For purposes of this section, local funds represent general fund resources including IDC and start ups plus bond proceeds and auxiliaries, etc.

-  Project over budget or delayed.
-  Project within budget and on schedule.
-  Project substantially complete and/or closeout underway.



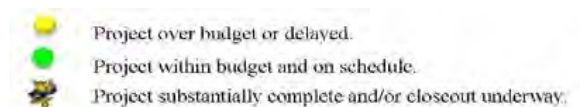
PROJECT NAME	PROJECT FUNDING	IMAGE	DESCRIPTION	STATUS	
<b>INFRASTRUCTURE SERVICES</b>					
IPv4 to IPv6 Migration	None		<p>IPv6 is the next generation internet protocol to IPv4. Migration to IPv6 will improve the routing and capacity for the addressing of devices in UA's network. It also improves the security within the network. Finally, this migration provided the opportunity to sell the existing IPv4 addresses to cloud providers.</p> <p>Phase 1: Obtain IPv6 addresses and assess device compatibility. Pilot changes.  <u>Schedule: 02/2021 - 12/2021.</u></p> <p>Phase 2: Implement necessary configuration changes in network.  <u>Schedule: 01/2022 - 06/2022.</u></p>		Phase 1 activities 5% complete.
Lorain County Community College Cloud ERP Migration	LCCC Funded		<p>Migrate from a hosted Oracle-PeopleSoft platform located and maintained by The University of Akron to Oracle's cloud ERP. This migration will eliminate the services and platform provided by UA and paid by LCCC.</p> <p>Project 1: Cloud HCM migration.          Project 2: Cloud Finance migration.          Project 3: Cloud Student migration.</p>		Phase 1 completed. Phase 2 completed. Phase 3 to be determined (TBD).
Migration to Microsoft OneDrive and SharePoint	None		<p>Migrate individual and departmental file shares on legacy on-premises hardware to cloud-based infrastructure provided by Microsoft. Migration will move individual file shares to OneDrive and departmental file shares to SharePoint. Users will have an improved interface to access files from any location on a more secure and resilient platform. The migration avoids replacement of on-premises hardware which goes off support in calendar year 2021.</p> <p><u>Schedule: 05/2020 - 06/2021.</u></p>		Project activities 30% complete.
Oracle Platform as a Service (PaaS) Migration	<p>\$2,600,000 General Fund</p> <p>The University expects the reoccurring and one-time costs to approximate \$2.6 million over 4 years which will replace existing spend approximating \$3.4 million over 4 years.</p>		<p>Migrate from an on-premises Oracle technology platform used to support PeopleSoft and located at The University of Akron to a cloud-based platform hosted by Oracle. This migration helps to 1) Avoid replacement of current on-premises hardware which goes off support in calendar year 2021, 2) Unbundles and eliminates the annual support fees for Oracle technology software, and 3) Provides full business continuity and disaster recovery support.</p> <p><u>Schedule: 05/2020 - 12/2020 updated to 06/2021.</u></p>		Project activities 50% complete.

Note: For purposes of this section, local funds represent general fund resources including IDC and start ups plus bond proceeds and auxiliaries, etc.

- Project over budget or delayed.
- Project within budget and on schedule.
- Project substantially complete and/or closeout underway.

PROJECT NAME	PROJECT FUNDING	IMAGE	DESCRIPTION	STATUS	
<b>USER TECHNOLOGY SERVICES</b>					
IT Service Desk System Implementation	\$33,000 General Fund		Complete migration from an on-premises to a cloud-based IT service desk system. The new system provides a much richer user experience utilizing current AI and automation technology. It is cloud based allowing for easier remote-level support and eliminates the need to refresh supporting hardware. Phase 1: Build out incident management and self-support knowledgebase pieces. <u>Schedule: 03/2021 – 06/2021.</u> Phase 2: Build out change/project management and remaining features. <u>Schedule: 05/2021 – 08/2021.</u>		Phase 1 activities 10% complete.
Microsoft Forms and Customer Voice Investigation	None		Investigate and pilot Microsoft Forms and Customer Voice to replace the current solution, Qualtrics, which is used to manage surveys and polls at the University. The elimination of Qualtrics will result in savings that approximate \$60,000 annually. <u>Schedule: 07/2020 - 02/2021 updated to 05/2021.</u>		Project activities 50% complete.
Microsoft InTune Implementation	None		Implement Microsoft InTune to replace the current solution used for device management of laptops and desktops. InTune will allow for the effective management of devices connected anywhere on the internet. The current system only manages devices that are connected on the UA network. InTune is already licensed through the University's current agreement with Microsoft. <u>Schedule: 02/2020 - 08/2020 updated to 03/2021.</u>		Project activities 95% complete.

Note: For purposes of this section, local funds represent general fund resources including IDC and start ups plus bond proceeds and auxiliaries, etc.



**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 11**

**ADVANCEMENT REPORT**

## ALPHA PHI ALPHA FRATERNITY'S GIFT BOLSTERS WILLIAMS SCHOLARSHIP FOR LAW STUDENTS



Alpha Phi Alpha Fraternity provided a gift to The Honorable James R. and Catherine D. Williams Scholarship. The scholarship is a tribute to the legacy of the Honorable Judge Williams, who passed away last November, and his wife.

Left to right: UA School of Law Dean C.J. Peters, UA Board member Lewis Adkins, Williams Scholarship recipient Trinity Davis, Ron Stovall of Alpha Phi Alpha Fraternity, Michael D. "Mike" Williams (son of the late Judge James R. Williams), John Williams of Alpha Phi Alpha Homes, and UA President Gary L. Miller.



**Judge James R. Williams**

School of Law Class of 1959 alumnus, Judge James Williams was one of the first African Americans to graduate from the UA School of Law. He was a distinguished lawyer and jurist, a civil rights and community leader, and dedicated to the service of others. Williams was the 25th general president of Alpha Phi Alpha Fraternity.

The current scholarship recipient is Trinity Davis, a second-year law student and president of the Black Law Student Association.



Williams Scholarship recipient Trinity Davis with Michael D. "Mike" Williams, son of the late Judge James R. Williams and Catherine D. Williams



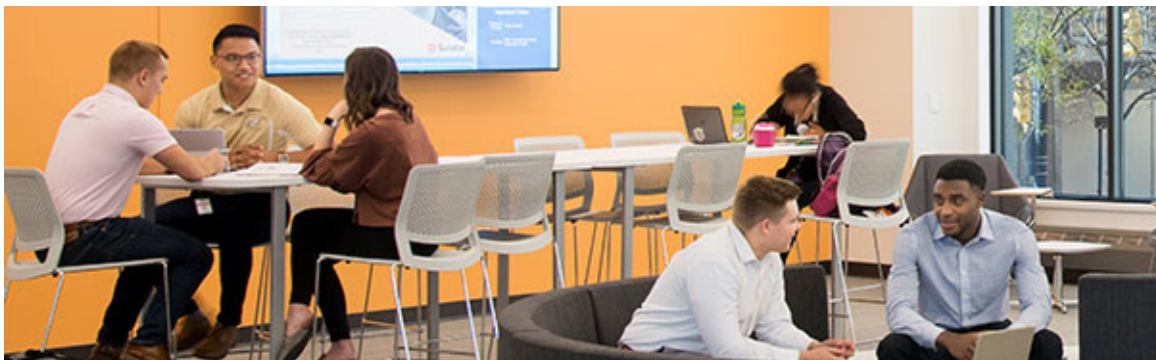
## CHARLES SCHWAB SCHOLARSHIP AND INTERNSHIP OPPORTUNITIES



The Charles Schwab Corporation announced The University of Akron is one of seven partner universities to help increase the pipeline of talent into the financial services industry. The \$3.5 million endowed scholarship program will provide financial assistance and career opportunities to students from underrepresented communities.

"We are pleased to have developed strong partnerships with reputable and established companies such as The Charles Schwab Corporation that provides amazing opportunities and support for our students," said Barry Mulholland, Ph.D., assistant professor of practice and director of UA's financial planning program.

Underrepresented students at UA are eligible to apply for approximately \$10,000 a year in scholarship funds. In addition to the two-year scholarship, recipients will be invited to apply for and participate in an internship at Schwab, which could help inspire a future career in finance.



## LEHNER FAMILY FOUNDATION HELPS BUSINESS & LAW STUDENTS

The Lehner Family Foundation provided support to two areas within the University:

- **The William T. and Rita Fitzgerald Institute of Entrepreneurial Studies** which promotes a climate of creativity, innovation and entrepreneurship through entrepreneurial activities, contests and studies for all students.
- **The School of Law Student Emergency Assistance Fund** for students experiencing financial hardship.



## NETTLING ENDOWED SCHOLARSHIP IN ACCOUNTING



**Hank & Arlene Nettling**

Arlene Nettling recently provided a memorial gift to The Henry “Hank” Nettling Endowed Scholarship in Accounting. The scholarship was established in 2002 through contributions from friends and relatives in honor of the late Henry “Hank” Nettling, who served UA for 38 years in several capacities including vice president emeritus for Business and Finance.

The scholarship is awarded to full-time students in The George W. Daverio School of Accountancy in the College of Business Administration, maintaining a 3.0 to 3.5 GPA.

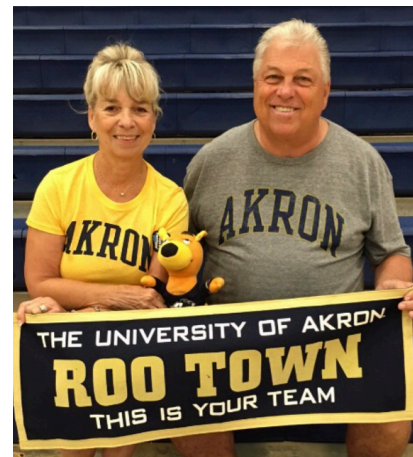
Hank earned a Bachelor of Science in Business Administration from UA in 1959 and was awarded the honorary degree of Doctor of Humane Letters upon his retirement. He enjoyed his work life immensely and felt strong loyalty to the University, its athletic teams, and especially its campus community. He participated in retirees’ organizations connected with UA for many years after his retirement.

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## THE VIC DAVIS LEGACY FUND FOR STUDENT ATHLETES

Vic and Dixie Davis recently made a contribution to the Vic Davis Legacy Fund, which meets emerging needs for UA’s athletics programs. Longtime Zips Athletics supporters, Vic and Dixie attend numerous home contests for several Zips teams, oftentimes with their children and grandchildren by their side.

Since inception, the Vic Davis Legacy Fund has supported a variety of initiatives; including scholarship funds for women’s lacrosse, video analytic software for the UA baseball program, covered the cost of championship memorabilia for the men’s basketball team, and assisted women’s basketball with their Akron for Nakon fundraising efforts.



**Dixie and Vic Davis**

## ROSSI SCHOLARSHIP IN BUSINESS



Stephen F. Rossi '77, alumnus of the George W. Daverio School of Accountancy, and his wife, Annette, established The Mr. Stephen F. and Mrs. Annette Rossi Scholarship in Business for a full or part-time working student with financial need.

Stephen and Annette strongly believe in assisting students who are already helping themselves.

**Annette & Stephen Rossi**

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## MAKAM SCHOLARSHIP FOR WOMEN IN BIOMEDICAL ENGINEERING



Raj & Archana Makam

Raj '91 and Archana Makam support The Raj and Archana Makam Endowed Scholarship. It was established to support and encourage female biomedical engineering students.

Raj also shares his business expertise as a member of the UA Foundation Board of Directors and Investment Committee.

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## BRIDGESTONE SUPPORT FOR COLLEGE OF ENGINEERING AND POLYMER SCIENCE

The Bridgestone Americas Akron Trust Fund provided support for several initiatives in the College of Engineering and Polymer Science:

- The Bridgestone Americas Honors Scholarship in Engineering
- Student design teams, including Formula Combustion, Baja, and Formula Electric cars. Design team experiences place students in work environments that are similar to those they will encounter after graduation.
- The Increasing Diversity in Engineering Academics (IDEAs) Program, an initiative committed to enhancing diversity and inclusive excellence in engineering, and increasing enrollment and graduation among underrepresented engineering students. Currently, nearly 280 students participate in the IDEAs program.
- Recruitment of new members for The National Society of Black Engineers, (NSBE), and The Society of Hispanic Professional Engineers, (SHPE).
- An outreach STEM Workshop facilitated by the college's NSBE chapter.



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## WELTY FAMILY FOUNDATION HELPS ZIPASSIST



The Welty Family Foundation provided a gift to the University's ZipAssist program.

ZipAssist offers resources to students struggling to meet basic needs, including food through its Campus Cupboards, rent, tuition and transportation. Students are also able to obtain laptops for internet access so they can attend classes online.

ZipAssist enables students to keep their focus on learning.



## BLACK LEADERSHIP ALUMNI COUNCIL

The University of Akron Black Leadership Alumni Council, at its February meeting, voted to create two student member positions to the council. Applications for the positions will be accepted through May 1.

In addition to voting to host a robust 2021 meeting schedule, the group also affirmed its mission to assist UA in the recruitment, retention and graduation of students.

## THE 1870 MARKET

The 1870 Market added new items to raise additional money for UA scholarships, including:

- “Zips Welcome Here” doormat
- “Akron Alumni” Columbia quarter-zip jacket
- Myers School of Art 3D printed “Zippy Keychain”



Alumni can find the Market online at [1870market.uakron.edu](https://1870market.uakron.edu) to purchase items.



## HOMECOMING & FAMILY WEEKEND OCTOBER 1-3, 2021

Homecoming and Family Weekend is officially set for the weekend of October 1-3.

The Akron Zips will host the Ohio University Bobcats for the football game on October 2nd.





**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 12**

**UNIVERSITY COMMUNICATIONS AND  
MARKETING REPORT**



# UNIVERSITY COMMUNICATIONS AND MARKETING



Sarah,

The University of Akron offers strong programs through our College of Engineering and Polymer Science that emphasize hands-on experience and excellent instruction. Find your spark of inspiration and we'll help you blaze a trail to your future.

### HIGHLY RANKED PROGRAMS

Choose from eight in-demand engineering degrees: aerospace systems, biomedical, chemical, civil, computer, corrosion, electrical and mechanical engineering. 93 percent of spring 2019 engineering graduates have jobs or are continuing their education.

### CUTTING-EDGE RESOURCES

From our 100-year-old co-op p

## Excellence in engineering

A digital campaign was launched to help boost applications by students interested in engineering. The campaign drove a 12% increase in application starts, for a total of 1,240 between Dec. 15 and Feb. 28.

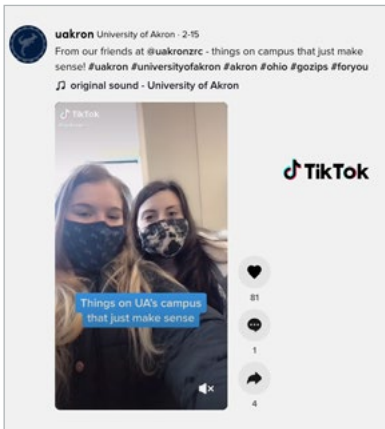


### display / engineering

December 15, 2020 – February 2021

This campaign continued to see month-over-month growth in February, driving 12% more app starts than January.

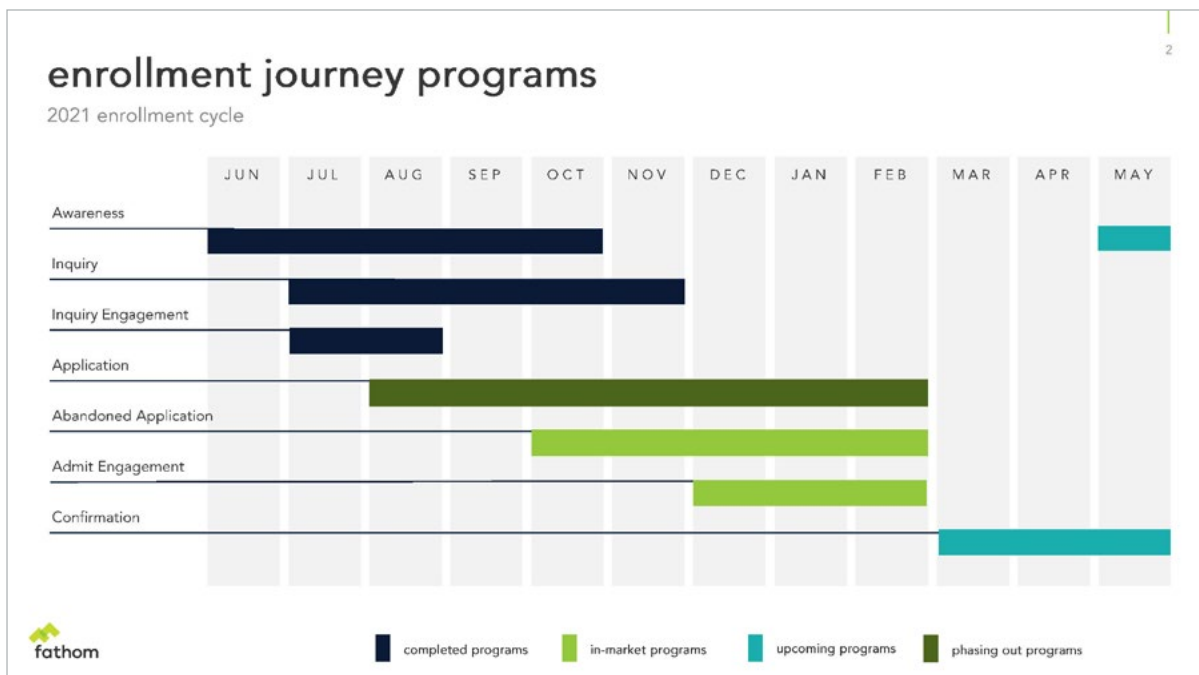
- In addition to converting more month over month, this audience also clicked through at a higher rate (+12%), which drove a 12% increase in clicks to the landing page.
- Display remarketing continued to drive cheaper app starts in February, averaging a \$1.57 cost per compared to \$112 in search.



## Social media and display ad awareness campaign

This campaign features UA digital display advertisements, as well as social media ads on Snapchat, Instagram, TikTok and Facebook. These ads are being used to build awareness of

UA so that, over time, UA will be a first-destination school for more prospective students. The chart below depicts the annual campaign timeline.





## ‘Future Roos-day’ leads to jump in confirmations

On Tuesday, March 23, social media accounts across campus joined together for a social media takeover event.

During “Future Roos-day,” the accounts each posted several times throughout the day, encouraging incoming freshmen to confirm their enrollment.

We also held a few Facebook Live sessions, and several college and program accounts conducted student takeovers.

The event was successful, with 53 new confirmations – about three times higher than an average day.



## Sesquicentennial mural

This eye-catching, 24’ x 8’ mural was recently installed in one of the Polsky Building’s gateway hallways.

It calls out that UA is “Celebrating 150 years of our people, our place and our promises.”





The University of Akron  
College of Engineering  
and Polymer Science

## WHERE CAN A UA DEGREE TAKE YOU?

How about all the way to Shark Tank?

Michael Koury and William Moujaes were two entrepreneurial UA students on the typical college road trip. When the sauce for their obligatory fast food dripped all over the car, they were inspired to use their training in engineering and business to solve a decades-old problem.

### ENTER THE SAUCEMOTO DIP CLIP

The what? The Saucemoto Dip Clip is essentially a cup-holder for your fast food sauces and ketchup. Koury (B.S. Mechanical Engineering, '09) and Moujaes (B.S. Business Administration, '12), along with business partner Tony Lahood, successfully pitched the Saucemoto Dip Clip on Season 10 of Shark Tank, securing a \$45,000 investment.

### HOW'S THAT FOR MAKING THE MOST OF A MESS?

We're sharing this story because we believe a UA degree in engineering will help you get wherever it is you dream of going. And we can't wait to see where that is!

*For now...happy dipping!*

Learn more about the Saucemoto story at [saucemoto.com](http://saucemoto.com).

[uakron.edu/engineering](http://uakron.edu/engineering)

## From UA to 'Shark Tank': Students' invention in spotlight

The box at top was sent to students who have been accepted as undergraduates to the College of Engineering and Polymer Science. It told the story of two UA graduates who invented Saucemoto, a clip you put into your vehicle's air vent to hold fast-food sauces. The box contained a

Saucemoto dip clip and invited the prospective student to follow in the footsteps of these inspirational inventors/marketers by attending UA. The College of Business Administration will also send a similar box to prospective students of their college.

**CENTENNIAL CELEBRATION**

## Interactive timeline of Akron Law's 100 years

To help celebrate the law school's centennial this year, we created a page to highlight the school's many achievements and milestones. See the page at [uakron.edu/law/100](http://uakron.edu/law/100).

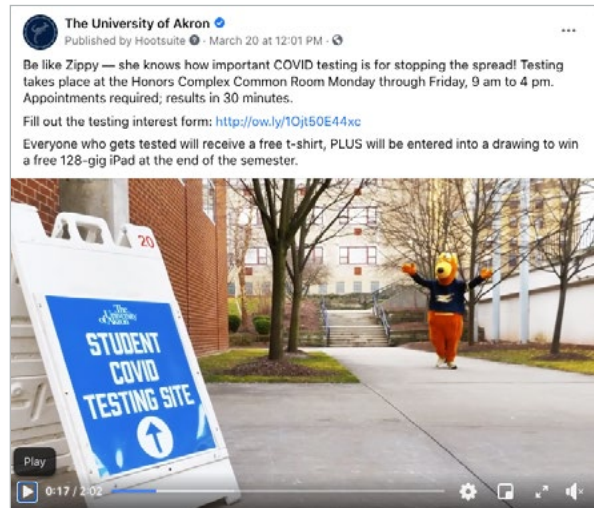
**All invited: Black Male Summit**

This ad invited community members to register for the virtual Black Male Summit in March. This year's keynote speaker was Dr. Cornel West, who was prominently featured.

## Zippy leads by example with COVID testing

To continue promoting on-campus COVID testing, we followed Zippy in a video as she signed up online, took her test and received her results.

Zippy's video shows that the process is simple. We hope it will encourage more students to sign up for testing.



## From Akron to astronaut

We told the inspiring story of “Akron’s Rocket Man,” alumnus Kenneth Smith. After dropping out of college, he later went on to earn his bachelor’s degree in aerospace systems engineering from UA and launch a career at NASA. Now, he’s shooting for the moon and training to become an astronaut.





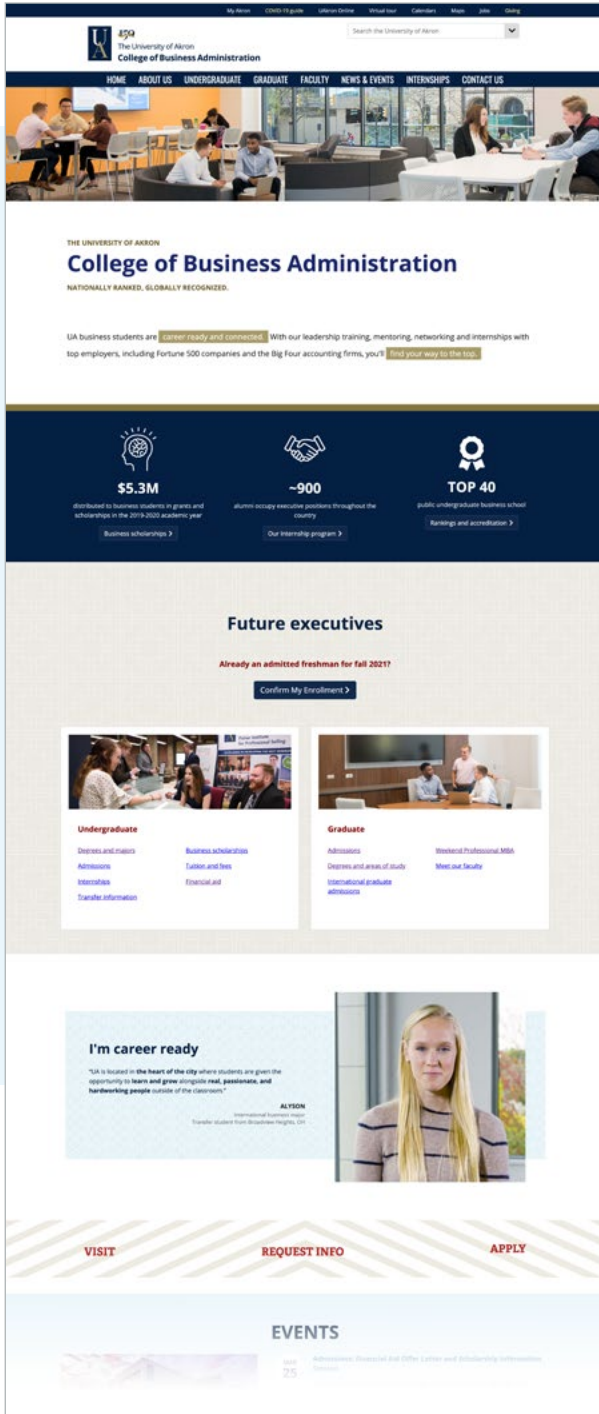
## Celebrating our elite College of Engineering and Polymer Science



As part of our sesquicentennial celebration — honoring 150 years of our people, place and promises — we continued our “Celebration of Academic Excellence” by highlighting the history and achievements of the newly expanded and strengthened College of Engineering and Polymer Science, with advertisements, web stories and social media posts.





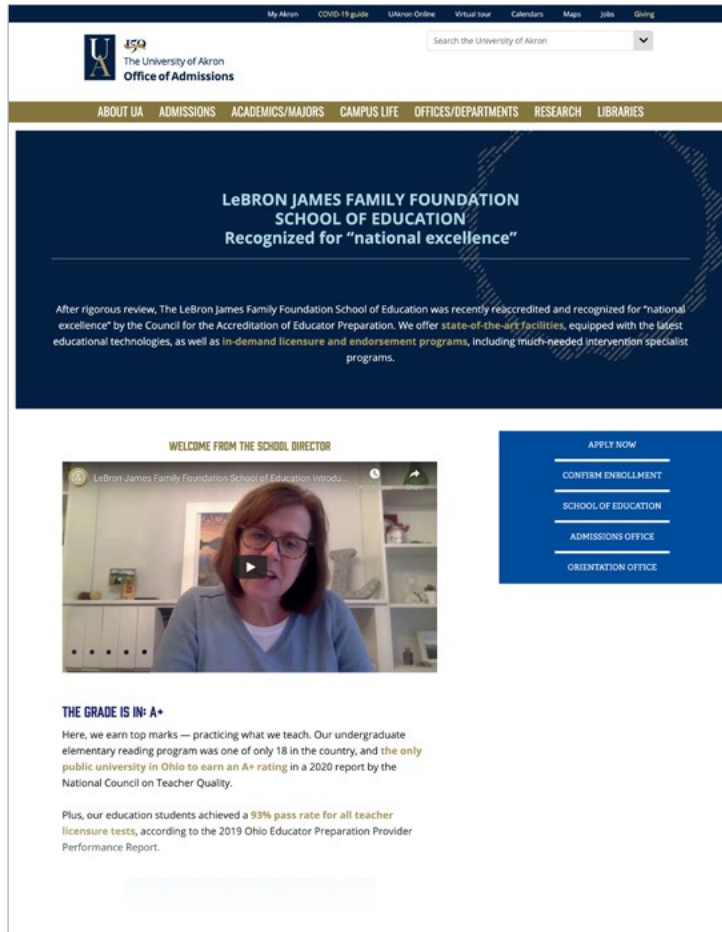


## Fresh homepage for business college

The College of Business Administration recently launched a new homepage as the first step in a multi-phase website redesign.

The new site will reduce the number of pages in the site, making it easier to navigate, discover areas of academic excellence, highlight corporate partnerships and student success.

Phase II currently in progress focuses on graduate programs in the college.



## Multi-channel campaign to encourage confirmations

In coordination with Undergraduate Admissions, UCM has been working with nearly a dozen academic departments on fall 2021 yield initiatives that include elements for email, video and web.

For each program, a unique landing page was created featuring faculty, student and alumni testimonials, and a clear call-to-action to persuade admitted students to confirm their enrollment. At left is the page for the LeBron James Family Foundation School of Education.

## The best spots for your post-commencement photo

As we prepare for in-person commencement ceremonies, we created a webpage to inspire graduates to take Instagram-perfect photos at popular locations across campus.

See the full gallery at [uakron.edu/graduation/photos](http://uakron.edu/graduation/photos).



## Capturing student and faculty achievement via video

Here are the highlights of our work in video since our last report. See the videos on the University's YouTube channel at [youtube.com/uakron](https://youtube.com/uakron).



In separate videos, President Gary L. Miller spoke about the United Way, the new agreement with Akron-AAUP and diversity on campus.



To encourage vaccination, two biology professors discuss the vaccine's safety, its effectiveness and the potential for a return to normalcy.



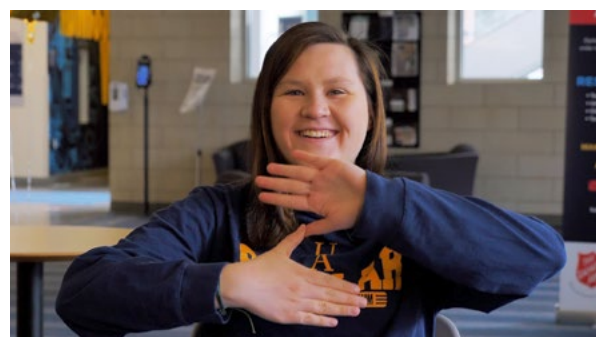
For prospective undergraduates, an Exercise Science student toured the program's labs and described the coursework.



We profiled our renown graduate program in Speech-Language Pathology.



We kicked off Admissions' Confirmation Challenge with a video showing past winners.



We profiled the many support services offered through the Collegiate Success Program.



## Media relations: Telling our story

The Akron Beacon Journal and 90.3-WCPN reported on the University's plans for fall 2021, including in-person classes and a return to pre-pandemic configurations in residence halls. Dr. John Wiencek, executive vice president and provost, was interviewed by Crain's Cleveland Business about UA's campus reopening plan for the fall semester. In related coverage, Nathan Mortimer, vice president of operations, spoke to the Akron Beacon Journal about indoor and outdoor venue use, including E.J. Thomas.

The media relations team promoted to media the launch of the Zips Promise Scholarship, which will offer housing and meals for up to four years of study to five first-time, full-time students from the LeBron James Family Foundation I PROMISE program's class of 2021. President Gary L. Miller was quoted in coverage by WKYC-TV as saying UA values the "partnership with the LeBron James Family Foundation and (we) want to deepen our

March 16, 2021

# UB University<sup>®</sup> Business

## Akron gives students 30% discount on housing for fall 2021

By Chris Burt

Students attending the University of Akron will be receiving a double break with the fall 2021-22 academic year: they will have their tuition costs frozen at 2020 levels, and all of them will be receiving a rare 30% discount on housing costs.

The university, which saw a slight reduction in enrollment from 2019 to 2020 because of the COVID-19 pandemic and had to raise tuition 2% last year after state budget cuts, says it is putting student needs first in its latest outreach efforts. The overall cost savings when also factoring in other expenses will be around 9%.

"The University of Akron is a university of opportunity," said President Gary Miller. "We realize that many families continue to suffer from the economic ramifications of the pandemic. We are dedicated to doing all that we can to make higher education as accessible as possible for both current and incoming students. We also want them to enjoy living on campus and truly experiencing all that UA has to offer."

Tuition costs and housing expenses both hover just above \$11,000 for in-state residents but with the new discount, students will be able to shave off about \$2,500 from the cost of living on campus. Though the university has waived mandatory housing for freshmen as well for the upcoming year, students may be more inclined to take advantage of the new offer.

Akron could have opted to follow the guidance of the Inter-University Council of Ohio (IUC), which recommended that



undergraduate tuition could increase to a maximum of 3.8% for the fall. But the university felt that wouldn't be prudent for any of its campuses, given the fallout from the pandemic.

"We value our students and realize that college affordability is something we must examine," said Miller. "We think this is a step in the right direction."

### Imagining affordability

Despite dire predictions last year that enrollments would plummet among all institutions, colleges and universities mostly did well to come close to hitting their targets in 2020-21. The National Student Clearinghouse Research Center noted a 2.5% decline overall. However, first-year student enrollment was way down, especially those from low-income backgrounds, and auxiliary budgets struggled.

Though Akron and others have taken a

stance on freezing or lowering tuition – and in Akron's case lowering housing, too – many institutions may not have that luxury.

This year, Michigan State University could only allow 4,000 of a potential 16,000 students to live in campus housing and experienced an 80% decline in revenue in residential and hospitality services, according to the on-campus State News. Making that difference up is nearly impossible given the tight margins in other areas across campus – including increased expenses because of COVID-19.

In December 2020, the university decided to make it mandatory for both first- and second-year students to live in campus housing. And it performed a study that backed that decision – saying that those who do spend two years in on-campus residences enjoy a 2.3% increase in graduation rates, with some performing even better academically.

For in-state students, that means having to

The Akron Beacon Journal, Cleveland.com, Crain's Cleveland Business and WKYC-TV covered President Gary L. Miller's announcement that the University will not seek a tuition increase for fall 2021 and would reduce housing costs. The reduction in housing rates is equal to more than \$2,500 on average for a student living on campus and amounts to an overall 9% reduction in the cost of attendance.

commitment to ensuring these students have all of the wrap-around support needed to succeed

in college." Crain's Cleveland Business, WEWS-TV and Spectrum News 1 also

*Continues on next page.*

*Continued from previous page.*

provided coverage of the new scholarship.

The Akron Beacon Journal, Crain's Cleveland Business, Cleveland.com and 89.7-WKSU reported on the administration of UA and The University of Akron Chapter of the American Association of University Professors reaching a tentative agreement on all issues pertaining to contract negotiations and the subsequent adoption of the contract that extends to 2026 by the Board of Trustees and Akron-AAUP.

The Akron Beacon Journal, 89.7-WKSU, WJW-TV and 1590-WAKR reported on the ongoing research by Dr. John Senko, associate professor in the Departments of Geosciences and Biology, that monitors wastewater on campus to identify potential coronavirus outbreaks. Senko and several undergraduate students were interviewed by the various media outlets.

The media relations team promoted UA as one of only seven universities the Charles Schwab Corporation will partner with to help increase the pipeline of diverse talent into the financial



February 24, 2021

## New Tire Development at NASA Glenn Research Center Could Increase Rover Exploration on Mars

By Taylor Bruck

Developers NASA Glenn Research Center in Cleveland are working on an out-of-this-world project that many drivers dream of. They are working on a tire that doesn't puncture or go flat that may change the tire industry and the future of space exploration.

"They're made of a shape memory alloy," said Heather Oravec, the facilities and test lead for the Mars spring tire project. "They consist of springs that are interwoven to form a mesh, and that mesh is then compressed together between two rims, like you would typically see on a bicycle tire or similar to that. And then the spring mesh acts as a very compliant medium that can actually grip obstacles when it climbs rocks or like a curb." This new tire could go to Mars. The tire is made from innovative shape memory alloys which would allow future rovers to navigate obstacles and explore Mars more in-depth.

"We need to make these tires have, be lighter in weight, have better traction, and be extremely durable. The surface on Mars is very Rocky, very rough, a lot of sand, abrasive sand."



that you're sending it to," said Oravec. "So, just everybody was so excited. We were so excited that Perseverance landed successfully and that it can now begin its mission because that gives us the green light to continue our developments of these spring tires for the next rover that will go up there."

The Perseverance Rover that's currently on Mars has 6-wheels. Oravec said for future rovers they're proposing 4-wheeled rovers. This means that the tires on the 4-wheeled rovers will need to have more

delivers those to the Mars Ascent Vehicle, basically the job of that Rover is done. That's an entire mission is to go collect those samples and bring them back so that those can then be launched into orbit. And we can collect those and bring those back to earth."

Oravec said the next rover is not expected to go to Mars for a few more years, but seeing the tires finally coming to fruition makes her happy and excited for the future.

"We have such a great team here and this

The Akron Beacon Journal and Spectrum News 1 featured the work by Dr. Heather Oravec, research associate professor of mechanical engineering, at the NASA Glenn Research Center in Cleveland on developing a tire capable of withstanding the rigors of space exploration for NASA's Perseverance rover, which landed on Mars in February.

services industry. Underrepresented students at the partner universities are eligible to apply for about \$10,000 a year in scholarship funds. The Akron Beacon Journal, Yahoo! Finance and KNX-TV, an ABC affiliate in Arizona, provided coverage of the scholarship announcement.

*Continues on next page.*

## UNIVERSITY COMMUNICATIONS AND MARKETING

*Continued from previous page.*

Inside Higher Ed and Cleveland.com reported on UA's recent decision to assess and align the University's real estate portfolio with current and future needs, including the hiring of a consultant for the assessment with funding from the John S. and James L. Knight Foundation.

As reported multiple times by the Akron Beacon Journal, faculty and students at UA have been asked to help develop a community engagement process of surveys and virtual town hall meetings to elicit feedback from residents, officers and the police union in regard to the city of Akron's police reform initiatives. The initiative is in partnership with Akron City Council's special committee on Reimagining Public Safety.

Faculty experts spoke with local media about the rollout of COVID-19 vaccines. Dr. Richard Londraville, professor of biology in the College of Arts and Sciences, discussed with 1590-WAKR about how the coronavirus mutates, what happens when the body responds to those mutations and the potential for interspecies transmission. Dr. Joel Duff, professor in the Department of Biology, was featured on 1480-WHBC to address questions about the efficacy of vaccines on new variants of the coronavirus.

The School of Law is currently only one of two law schools participating in the Ohio Governor's Expedited Pardon Project. Joann Sahl, associate clinical professor in the School of Law, commented in a story by The Dayton Daily News on the pardon program, noting

*Continues on next page.*

March 13, 2021

### AKRON BEACON JOURNAL

#### Pile of puppies an adorable hands-on learning experience for Akron audiology students

By Jennifer Fitzgerald

With barely a whimper of protest, Pamela the 6-week-old Dalmatian puppy stood calmly as the electrodes were inserted into her soft, floppy ears issued a sharp clicking sound.

A graph on a computer screen in the room registered the response from her brainstem: a line of sound waves with several peaks and valleys.

University of Akron Assistant Professor of Audiology Kristine Sonstrom Malowski, who goes by Sonstrom, counted the five peaks on the screen.

"This is a beautiful response," she said. Pamela, it turns out, can hear just fine.


The sister Cheddar, however, was a different story.

Her line across the screen looked more like spaghetti, showing the brainstem had no response to the clicking. Cheddar is deaf in both of her ears.

That's not uncommon for Dalmatians, which have a genetic tendency toward deafness, but it's important information to promote responsible breeding practices and proper training, Sonstrom said.

"They can make wonderful pets," Sonstrom said. "It's a nice option if they don't make good jobs, however they do need additional training, additional support, and the owners really have to be willing to work with them."

That's why, once a week, the Akron Audiology and Speech Center goes to the dogs as one of three FETCHLAB clinics in the country. The other two are at the University of Cincinnati and University of



Northern Colorado.

With Sonstrom as its director, FETCHLAB — an acronym for the Facility for Education and Testing of Canine Hearing and the Laboratory for Animal Neuroscience — offers hearing tests for litters of puppies or older dogs, if there is a concern they may have lost their hearing.

The tests also provide practical experience for audiology doctoral students at Akron, who have understandably dubbed Thursday, the day the puppies come, as their favorite day.

"Literally all my stress, lifted off my shoulders," second-year doctoral student Taylor Hefman said, cradling Oodles the puppy in her arms like a baby.

One by one, the students lift a puppy, who would usually rather be sleeping on top of the pile of his sleeping siblings, out of

their playpen and onto the table in a small room that resembles a recording studio. They wrap a vest around the puppy, and then stick the electrodes around the ears and on top of his head to conduct the test. Sonstrom also examines each dog's ears herself.

She can't necessarily diagnose the reason for hearing loss, but if they are a puppy with no known trauma, it's almost certainly genetic and permanent.

Kacey Shaffer, another doctoral student, is working to earn her certificate in animal audiology online through the University of Cincinnati, and is able to complete her practical experience in Akron.

The work has given her a leg-up in her regular audiology classes, she said. Shaffer said she grew up with dogs but is quickly worn out chasing them and

The media relations team promoted to media UA's School of Speech-Language Pathology and Audiology offering a unique educational experience called FETCHLAB™ Akron, which allows breeders, dog-owners and researchers the opportunity to bring dogs to campus for hearing testing. MSN.com shared a video published by the Beacon Journal of Dalmatian puppies recently having their hearing checked on the UA campus.

*Continued from previous page.*

that it has significantly reduced the wait time for a decision on pardon applications despite the challenges. WKYC-TV, WEWS-TV, 89.7-WKSU and Cleveland.com provided coverage of the pardon project and noted UA's involvement with it.

Faculty experts spoke with local media outlets about the ongoing antigovernment extremism.

Following recent reports of Ohio's ranking among states with a preponderance of hate groups, Dr. Karl Kaltenthaler, professor and director of security studies in the Department of Political Science, spoke with WEWS-TV, 90.3-WCPN and 1590-WAKR on the rise of political extremism in Ohio, offering an analysis of the conditions that contributed to the increase in the number of militias throughout the state.

Coverage of Akron's East Exchange Street construction project included comments from President Gary L. Miller by Cleveland.com. Akron.com noted the project is mutually beneficial for the University and the city of Akron.

The Akron Beacon Journal and Crain's Cleveland Business reported on the Board of Trustees' approval to restore wages to pre-pandemic levels for those impacted by temporary wage reductions.

The media relations team arranged for President Gary L. Miller to interview with 1590-WAKR host Ray Horner about a number of UA initiatives, including the I PROMISE



UA is partnering with LTA Research on a special project to develop state-of-the-art, electric-powered zero emission airships. President Gary L. Miller was quoted in coverage by the Akron Beacon Journal about the project, saying, "This exciting partnership between LTA and our College of Engineering and Polymer Science underscores The University of Akron's reputation as a public urban research university." Crain's Cleveland Business, WEWS-TV and Akron.com provided additional coverage of the partnership. Miller and Akron Mayor Dan Horrigan also co-authored an op-ed published by the Akron Beacon Journal about the impact of LTA Research locating to Akron and the impact of an airship project on UA students.

partnership with the LeBron James Family Foundation and a new collaboration with the Akron City Council that provides experiential learning opportunities for our students.

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## UNIVERSITY COMMUNICATIONS AND MARKETING

*Continued from previous page.*

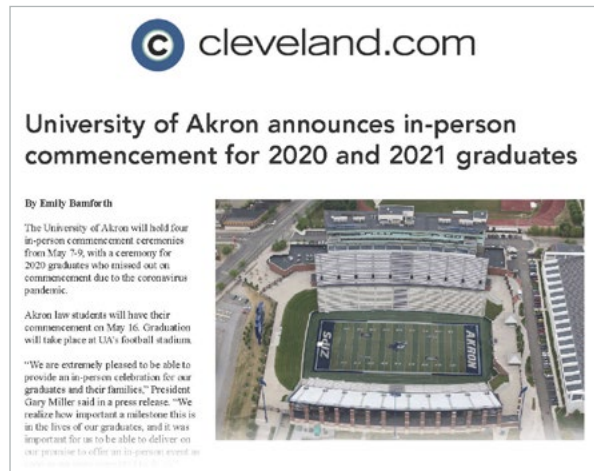
The media relations team promoted UA's plans to waive the full-time enrollment and GPA requirements for University-awarded scholarships for spring 2021. The action was taken to prevent students from losing their scholarships if they withdraw or did not achieve the necessary grades due to the changes to instruction made to reduce the spread of COVID-19. The announcement was covered by Cleveland.com and WJW-TV. President Gary L. Miller was quoted in a story by University Business about the decision, saying, "We are dedicated to doing all that we can to make higher education as accessible as possible for both current and incoming students."

Cleveland.com and the Chronicle of Higher Education reported on the announcement of Dr. Mitchell McKinney being appointed dean of the Buchtel College of Arts and Sciences.

In a story by EDgage Magazine, Tammy Ewin, vice president and chief communication and marketing officer, offered insights into marketing the enduring value of higher education and the resilience that characterized the campus community's response to the challenges posed by the coronavirus pandemic.

The Akron Beacon Journal spotlighted "Hail We Akron," a large-format album filled with archival photos and memories from alumni and educators, edited by Mark Auburn, emeritus professor of English, with a foreword by David Giffels, associate professor of English.

The media relations team arranged for Executive Vice President and Provost John Wiencek



**cleveland.com**

### University of Akron announces in-person commencement for 2020 and 2021 graduates

By Emily Bamforth

The University of Akron will hold four in-person commencement ceremonies from May 7-9, with a ceremony for 2020 graduates who missed out on commencement due to the coronavirus pandemic.

Acron law students will have their commencement on May 16. Graduation will take place at UA's football stadium.

"We are extremely pleased to be able to provide an in-person celebration for our graduates and their families," President Gary Miller said in a press release. "We realize how important a milestone this is in the lives of our graduates, and it was important for us to be able to deliver on our promise to offer an in-person event as soon as possible."

Several media outlets including the Akron Beacon Journal, Crain's Cleveland Business, WKYC-TV, WOIO-TV and WJW-TV reported on UA's plans for in-person commencement ceremonies in May.

to interview with 89.7-WKSU about the benefits of on-campus housing and the University's effort to make living on campus attainable for more students.

Crain's Cleveland Business reported on C. J. Peters intent to step away from his role as dean of the School of Law at the end of his current four-year term and to continue in his role until a new dean is in place. In other personnel news, the Akron Beacon Journal reported on Director of Athletics Larry Williams' decision not to seek a contract extension.

The media relations team arranged for Kim Cole, vice president of advancement and executive director of The University of Akron Foundation, to interview with Cleveland Jewish News about the ways in which university foundations help to provide services to their



students and campus communities.

Comments by President Gary L. Miller were cited in reporting by the Akron Beacon Journal about Ohio's proposed anti-hazing legislation. Miller noted that the University will continue its zero-tolerance for any type of hazing on campus.

The Emerging Leaders Training Week program in the Department of Residence Life and Housing was featured in a recent issue of Campus Life Trends Magazine. Sienna McArthur, president of the Residence Hall Program Board, authored the column.

Dr. David Licate, professor of criminal justice studies at UA, is interviewed in a national story by The Washington Post about the rise in security at state capitols resulting from FBI warnings of planned demonstrations with potential for violence.

Dr. Erin Makarius, associate professor of

management, was quoted in a story by The Wall Street Journal that examines ways Silicon Valley companies are considering how to modify their pandemic-related benefits for employees as COVID-19 vaccines create hope for slowing down the spread of the virus.

Cleveland PBS affiliate WVIZ-TV noted that The University of Akron recently joined several AAPI (Asian American Pacific Islander) organizations to host a virtual vigil over Zoom.

The media relations team arranged interviews for a segment by WEWS-TV on Sojourner Truth, whose travels brought her to Akron in May 1851 for the Women's Rights Convention. The story included interviews with Professor Mary Triece while young women – three of whom are UA students – recited passages from both versions of the "Ain't I A Woman?" speech.



**FINANCE & ADMINISTRATION COMMITTEE**

**TAB 13**

**PUBLIC LIAISON AND  
GOVERNMENT RELATIONS UPDATE**

## **PUBLIC LIAISON AND GOVERNMENT RELATIONS UPDATE**

### **March-April 2021**

The University of Akron government affairs office and public liaison communicate with local, state, and federal elected officials and staff about University priorities and objectives. We monitor and track legislation, regulations, and financial issues and opportunities that could impact higher education in general and the University in particular. During the months of March and April, we worked with the Inter-University Council of Ohio (IUC), which represents all 14 Ohio public four-year universities; and the Association of Public Land-Grant Universities (APLU), which represents 246 public research universities, land-grant institutions, state university systems, and affiliated organizations across the country, to formulate legislative and budgetary requests to both state and federal governments. We communicated frequently with elected officials and community leaders regarding developments at the University. We participated in virtual meetings with elected officials and community leaders, and connected them with our administration, our faculty and staff, and our students. A detailed state legislative update is found in this report.



*U.S. Capitol Building*

### **FEDERAL UPDATE**

#### **Higher Education Emergency Relief Funding**

The American Rescue Plan Act includes \$39.58 billion in funding dedicated to higher education for another Higher Education Emergency Relief Fund (HEERF). Unlike previous bills, the American Rescue Plan Act specifies in statute that funds will be available for use through September 30, 2023. APLU projects that The University of Akron is slated to receive \$41,556,769.76. Like the CARES Act, institutions are required to use at least half of the new funds for emergency financial aid grants to students. A 50/50 split of The University of Akron funds results in \$20,778,384.88 for emergency financial aid grants to students and \$20,778,384.88 for institutional use.

### President Biden's Infrastructure Proposal

President Biden has proposed an approximately \$2 trillion infrastructure plan that includes investments in university-based research, related infrastructure, and increased broadband access. There may be additional items within the proposal that will benefit higher education.

### Double the Maximum Pell Grant Award Amount

The University of Akron joined nearly 1,200 organizations and nearly 900 other colleges and universities in asking Congress to bring an affordable, high-quality college education within reach for all students by doubling the maximum Pell Grant amount. The support letter states that this long overdue investment will drive economic recovery, help address racial and economic inequities in college completion rates, and increase overall educational attainment.

### Appropriation Requests

The University of Akron submitted four FY 22 appropriation requests to Congressman Tim Ryan's office. The requests included projects involving corrosion (\$5 million), sustainability (\$5 million), precision manufacturing (\$1 million), and tire research (\$2 million).

### Ohio Birthday Party

The University of Akron has coordinated and led the Ohio Birthday Party in Washington, D.C. for nearly 20 years. This year, due to COVID-19 concerns, we held a virtual Ohio Birthday Party on Wednesday, March 3. President Gary L. Miller welcomed guests and introduced members of the Ohio delegation and several state-wide elected officials to make remarks about Ohio.



President Gary L. Miller with the Ohio Birthday Cake

## Ohio Political Panel

Immediately before the Ohio Birthday Party, we held an Ohio Political Panel, moderated by Dr. John C. Green, which included two University of Akron alumni: Mr. Derrick Clay, President and CEO of New Visions Group, and Mr. Bob Paduchik, Chairman of the Ohio Republican Party. The panel discussed federal and state issues related to Ohio politics and Ohio's bellwether status.



Mr. Derrick Clay



Mr. Bob Paduchik



*Ohio Statehouse*

## **STATE UPDATE**

### **Operating Budget – HB 110**

Introduced on February 16, the proposed state operating budget (HB 110) includes \$75 billion in General Revenue Fund spending over the biennium — \$35.4 billion in FY 22 and \$39.3 billion in FY 23. Despite a once-in-a-century pandemic resulting in widespread unemployment, HB 110 proposes neither a tax increase nor a plan to borrow from the state’s “rainy day” Budget Stabilization Fund and manages to avoid a significant cut in spending.

Specific to higher education, the state is proposing a \$2.58 billion investment in FY 22 followed by \$2.79 billion in FY 23. Included in the state’s investment in higher education is a two-percent increase in the state subsidy line (State Share of Instruction), a \$500 per student increase to the Ohio College Opportunity Grant (OCOG), and boosting support for Ohio’s Choose Ohio First scholarship to support students in the critical fields of science (including health professions), technology, engineering, and mathematics (STEM).

UA will receive \$5,802,600.00 for the Choose Ohio First (COF) STEMM Scholarship Program. The award is divided between two grants:

1. The FY21 COF grant will provide \$1,092,000.00 over five years to recruit and support each cohort during its educational journey.
2. The FY16 Completion grant will award \$4,710,600.00 for a four-year program to support previously recruited and enrolled COF scholars to complete their degree.

UA, alongside the IUC and other public universities, is advocating the state adopt a long-term policy that funds the SSI line at the national average on a per-student basis. However, short of that, the collective ask is to provide for an increase consistent with the Consumer Price Index or an increase above the increase contained in HB 110 of \$17.1 million in FY 22 and \$35.3 million in FY 23 above the increase currently contained in HB 110.

Relative to OCOG, Ohio's public universities are asking the state to restore OCOG funding to previous budget amounts approved by the legislature in the last state operating budget (HB 166) or an increased investment of \$59 million above the as-introduced version of the current state operating budget.

On March 3, President Miller offered written testimony to the Ohio House Finance Subcommittee of Higher Education. In addition to touting several UA programs recognized at the state, national, and global levels including Biomimicry, Business, Cybersecurity, Emergency Management and Homeland Security, Engineering, Law, Polymers, and Psychology, Dr. Miller called for increased investment in SSI and OCOG. Additionally, Dr. Miller called for the restoration of funding for the Ray C. Bliss Institute of Applied Politics. UA Government Affairs has reached out to our legislative delegation, which has expressed general support for funding our public policy institute.

The Ohio House is expected to pass HB 110 in late April with the Senate following suit in late May. In early June, a joint House/Senate Conference Committee will work through the differences with the goal of sending the bill to the Governor for his signature prior to July 1.

### **Delegation Meetings**

President Miller, alongside representatives of the UA External Relations Committee of the Board and UA Government Affairs, held another state delegation meeting to promote a variety of issues of importance to UA specifically, and to higher education generally. The agenda focused on several bills pending before the General Assembly, including the state operating budget and SB 135/higher education reform, along with UA-specific updates around spring semester, commencement, fall plans, and land conveyance.

### **Land Conveyance**

Language included in the state operating budget/HB 110 changes state law around how the Ohio Department of Administrative Services (DAS) can dispose of state-owned real property to allow DAS to take land conveyances valued under \$1 million through the State Controlling Board. Current law requires such conveyances to be legislatively authorized by the Ohio General Assembly.

### **Legislation**

#### **HB 6. (Roemer)**

Extends the ability of nurses to practice with temporary licenses from March 2021 to July 2021. This passed the House in early March by a near-unanimous vote and is expected to be considered soon in the Ohio Senate. IUC testified in favor of this legislation, and President Miller expressed UA's support on a recent state delegation call.

**HB 43 (Hoops) HB 77. (Manchester)**

While HB 43 is more permissive, both bills permit public university boards of trustees the flexibility to meet electronically. UA supports passage of either bill, which permanently extends the current law allowing trustees to meet remotely. IUC testified in favor of this legislation.

**SB 126. (Kunze/Gavarone)**

After seeking input from Ohio’s colleges and universities, this legislation establishes a third-degree felony for hazing involving forced consumption of alcohol. President Miller joined his fellow university presidents in signing a letter in support of the measure stating the bill’s passage will be a deterrent to this aberrant behavior.

**SB 135. (Cirino)**

Introduced on March 17, this bill creates significant financial reporting and bureaucratic burdens on Ohio’s four-year institutions, and UA is working collaboratively with our fellow IUC institutions to share these concerns with our respective legislative delegations and leaders across the state. IUC is coordinating with presidents and IUC Government Affairs to identify the top-tier concerns, and the association will testify in opposition to this legislation.



**LOCAL UPDATE**

**South of Exchange Street Safety Initiative**

The University of Akron will serve as the fiscal agent for the South of Exchange Safety Initiative, for which the County of Summit received money (\$100,000) through the community project allocation of the FY21-22 state capital budget.

The project will deploy upgraded street lighting with camera and software technology to provide a safer environment for the large number of students and residents living in this residential area as well as the police who patrol it. The University of Akron, the County of Summit, and the City of Akron meet monthly to discuss project plans.





## **The Ray C. Bliss Institute of Applied Politics Update**

Staff members of The Ray C. Bliss Institute of Applied Politics have spoken to local and national media and local business, economic, and civic groups about various political issues. The Bliss Institute has been preparing for the launch of the revised Master of Applied Politics (MAP) program (as well as the Graduate and Undergraduate Certificate in Applied Politics). The MAP, a signature program of the Bliss Institute, has been updated to reflect current political trends and will allow students to participate virtually, meaning that students do not have to reside in northeast Ohio to participate in the program.

### **Testimony on Senate Bill 80**

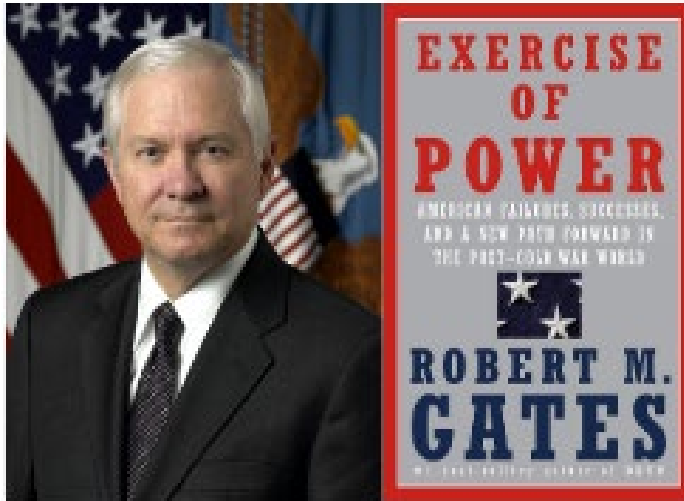
On Tuesday, March 23, 2021, Dr. John C. Green, director emeritus of the Ray C. Bliss Institute of Applied Politics, testified before the Ohio Senate Local Government and Elections Committee regarding Senate Bill 80. The bill would require specific judicial candidates to appear on the ballot with a party designation.

As an expert on Ohio judicial elections, Green stated that “greater factual transparency alone is a good reason for resolving this disparity on general election judicial ballots.”

The Bliss Institute has a long-standing reputation for promoting greater participation in judicial elections by hosting Judicial Votes Count. This state-wide initiative easily connects voters to information about judicial nominees, making it more likely that down-ballot judicial votes are cast during an election.

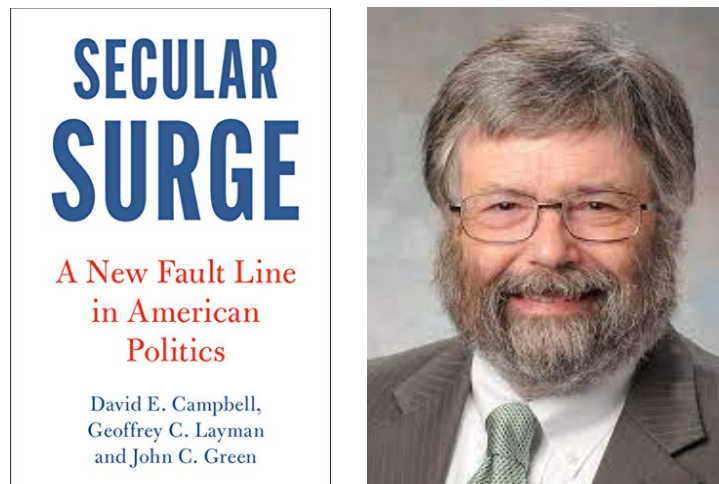
### **Events**

Bliss Institute personnel continue to participate in public virtual events. On March 15, 2021, Bliss Institute Associate Director Dr. Matthew Akers interviewed former Secretary of Defense Dr. Robert Gates about his recent book *Exercise of Power* (at the invitation of the Hudson Library).



*Former Secretary of Defense Robert Gates and his recent book Exercise of Power.*

On April 21, from 4-5 pm, Dr. Akers will interview Director Emeritus Dr. John C. Green about his newly released book *Secular Surge*, which examines the rise of secularism in American politics.



*Dr. John C. Green and his new book Secular Surge.*

Academic Issues & Student Success

1

\*Proposed College Name Change

2

\*Proposed Degree Recipients

3

\*Proposed Curriculum

April 21, 2021  
Board Meeting

Presiding:  
Olivia P. Demas

For Information Only:

4

Research Report

5

Student Success Report

\*

CONSENT AGENDA:  
ITEMS 1, 2, 3

**ACADEMIC ISSUES & STUDENT SUCCESS  
COMMITTEE**

**TAB 1**

**PROPOSED COLLEGE NAME CHANGE**



**DATE:** April 1, 2021

**TO:** Dr. John M. Wiencek  
Executive Vice President and Provost

**FROM:** Dr. Susan C. Hanlon  
Interim Dean, College of Business Administration

**SUBJECT:** Proposed Name Change of the College of Business Administration to  
the College of Business for Board of Trustees Consideration and Approval

At the College of Business Administration faculty meeting of September 25, 2020, per your previous approval, I made a motion to change the name of the College to the College of Business. This was in response to requests from many faculty members over the past five years. Discussion ensued regarding the merits of removing the word "Administration" from the name due to it being an outdated term in the business academy.

Faculty felt the new name would convey a more modern perception of the College and better reflect the direction of the College. The vote to approve was unanimous.

The name change request was forwarded to the Faculty Senate and was approved at its meeting of February 4, 2021.

**College of Business Administration**

Akron, OH 44325-4805

330-972-7442

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Proposed College Name Change

WHEREAS, The faculty of the College of Business Administration has voted to change the College name to the College of Business to better reflect its mission; and

WHEREAS, The President and the Office of Academic Affairs concur; Now, Therefore,

BE IT RESOLVED, That the recommendation presented by the Academic Issues & Student Success Committee on April 21, 2021 pertaining to the approval of the proposed College name change be approved.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**ACADEMIC ISSUES & STUDENT SUCCESS  
COMMITTEE**

**TAB 2**

**PROPOSED DEGREE RECIPIENTS**

**Please note that this summary may include degree candidates who will not complete academic degree requirements and/or reconcile all financial obligations to The University of Akron.**

Juris Doctor		108	
Master of Laws		1	
	<b>School of Law</b>		<b>109</b>
<b>Law Degree Candidates</b>			<b>109</b>
Doctor of Philosophy		10	
	<b>Buchtel College of Arts and Sciences</b>		<b>10</b>
Doctor of Philosophy		23	
	<b>College of Engineering and Polymer Science</b>		<b>23</b>
Doctor of Audiology		10	
Doctor of Nursing Practice		1	
Doctor of Philosophy		2	
	<b>College of Health and Human Sciences</b>		<b>13</b>
<b>Doctoral Degree Candidates</b>			<b>46</b>
Master of Applied Politics		5	
Master of Arts		4	
Master of Arts in Education		26	
Master of Arts in Political Science		5	
Master of Fine Arts in Creative Writing		2	
Master of Music		8	
Master of Public Administration		3	
Master of Science		18	
Master of Science in Curriculum and Instruction		14	
Master of Science in Education		2	
	<b>Buchtel College of Arts and Sciences</b>		<b>87</b>
Master of Science		35	
Master of Science in Chemical Engineering		4	
Master of Science in Civil Engineering		5	
Master of Science in Electrical Engineering		7	
Master of Science in Mechanical Engineering		7	
Master of Science in Polymer Engineering		12	
	<b>College of Engineering and Polymer Science</b>		<b>70</b>
Master of Business Administration		30	
Master of Science in Accountancy		7	
Master of Science in Management		3	
Master of Taxation		5	
	<b>College of Business Administration</b>		<b>45</b>
Master of Arts		3	
Master of Arts in Education		16	
Master of Arts in Family and Consumer Sciences		1	
Master of Arts in Speech - Language Pathology		23	
Master of Science in Education		32	
Master of Science in Nursing		26	
Master of Social Work		66	



<b>College of Health and Human Sciences</b>		<b>167</b>
<b>Masters Degree Candidates</b>		<b>369</b>
Bachelor of Arts	205	
Bachelor of Arts in Anthropology	5	
Bachelor of Arts in Education	33	
Bachelor of Arts in Fashion Merchandising	4	
Bachelor of Arts in Interior Design	5	
Bachelor of Arts in Multidisciplinary Studies	5	
Bachelor of Arts in Theatre Arts	1	
Bachelor of Fine Arts	41	
Bachelor of Music	8	
Bachelor of Science	130	
Bachelor of Science in Education	49	
Bachelor of Science in Organizational Supervision	39	
Bachelor of Science in Political Science/Criminal Justice	5	
<b>Buchtel College of Arts and Sciences</b>		<b>530</b>
Bachelor of Science in Aerospace Systems Engineering	10	
Bachelor of Science in Automated Manufacturing Engineering Technology	3	
Bachelor of Science in Biomedical Engineering	51	
Bachelor of Science in Chemical Engineering	41	
Bachelor of Science in Civil Engineering	44	
Bachelor of Science in Computer Engineering	25	
Bachelor of Science in Computer Information Systems	51	
Bachelor of Science in Computer Science	28	
Bachelor of Science in Construction Engineering Technology	10	
Bachelor of Science in Corrosion Engineering	9	
Bachelor of Science in Electrical Engineering	33	
Bachelor of Science in Electrical and Electronic Engineering Technology	14	
Bachelor of Science in Mechanical Engineering	139	
Bachelor of Science in Mechanical Engineering Technology	42	
Bachelor of Science in Surveying and Mapping	10	
<b>College of Engineering and Polymer Science</b>		<b>510</b>
Bachelor of Arts	7	
Bachelor of Business Administration	204	
Bachelor of Science in Accounting	45	
<b>College of Business Administration</b>		<b>256</b>
Bachelor of Arts	17	
Bachelor of Arts in Child and Family Development	11	
Bachelor of Arts in Speech - Language Pathology and Audiology	12	
Bachelor of Arts/Social Work	43	
Bachelor of Science in Allied Healthcare Administration	1	
Bachelor of Science in Athletic Training	11	
Bachelor of Science in Computer Information Systems	2	
Bachelor of Science in Dietetics	14	
Bachelor of Science in Education	19	
Bachelor of Science in Emergency Management and Homeland Security	7	
Bachelor of Science in Exercise Science	53	
Bachelor of Science in Food and Environmental Nutrition	4	
Bachelor of Science in Nursing	159	

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Bachelor of Science in Respiratory Therapy	17	
<b>College of Health and Human Sciences</b>		<b>370</b>
		<b>1666</b>
<b>Baccalaureate Degree Candidates</b>		
<hr/>		
Associate of Applied Business in Business Management Technology	4	
Associate of Applied Science in Criminal Justice Studies	2	
Associate of Arts	102	
Associate of Science	26	
Associate of Technical Studies	8	
<b>Buchtel College of Arts and Sciences</b>		<b>142</b>
Associate of Applied Business in Computer Information Systems	11	
Associate of Applied Science in Advanced Manufacturing Engineering Technology	4	
Associate of Applied Science in Construction Engineering Technology	11	
Associate of Applied Science in Corrosion Engineering Technology	3	
Associate of Applied Science in Electrical and Electronic Engineering Technology	11	
Associate of Applied Science in Land Surveying	6	
Associate of Applied Science in Mechanical Engineering Technology	41	
<b>College of Engineering and Polymer Science</b>		<b>87</b>
Associate of Applied Science in Emergency Medical Services Technology	2	
<b>College of Health and Human Sciences</b>		<b>2</b>
		<b>231</b>
<b>Associate Degree Candidates</b>		
<hr/>		

**2,421 Total Degrees**

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

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Following are the names of prospective degree candidates who have applied by Monday, March 22, 2021. This list may include degree candidates who will not complete academic degree requirements and/or reconcile all financial obligations to The University of Akron.

In the event of extenuating circumstances where a student applies late or has been inadvertently omitted from this list, authority is hereby granted to the Senior Vice President and Provost to cause such student to be added to this list upon the recommendation of the respective faculty, appropriate dean and/or graduate dean.

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**Law Degree Candidates**

**School of Law**

**Juris Doctor**

Daniel E. Alden  
Brittany L. Aldrich  
Terri E. Armstrong  
Chun Yee Au  
Joshua T. Ayotte  
Robert A. Barrett  
David S. Belfiglio  
Bridget R. Brenner  
Miranda G. Brown  
Andrew R. Burton  
David J. Cairns  
Katherine Q. Calla  
Madeline A. Carter  
Ryan N. Cash  
Megan E. Chezosky  
Shawn D. Coffy  
Rebecca M. Cooper  
Charles R. Crouch  
Ashtin D. Dailey  
Savannah M. Daniels  
Gina L. DeCarlo  
Samuel L. Delcolle  
Antonio Dempsey  
Simrath-Leeza K. Dempsey  
Julia L. Denmeade  
Taylor Dennen  
Tanjeet Dhillon  
Antony J. Domino

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Devyn L. Edwards  
Ryan P. Fails  
Nickolas D. Fleming  
Melissa E. Frangos  
Emily S. Gano  
John A. Ghaly  
Athena A. Giavasis  
Nichole D. Hamsher  
Aaron Harting  
Scott H. Heavilon  
Courtney M. Herring  
Joseph R. Hogya  
Cordell W. Holloway  
Jacob D. Homolya  
Bradley A. Hough  
Bradley T. Irwin  
Thath J. Kim ii  
Lucas J. Kirkland  
Emily M. Klingler  
Kelsey C. Kochman  
Carl Kompanik  
Diana E. Konik  
Daniel C. Kosich  
Zachary R. Kull  
Brittany L. Kulwicki  
Evan R. Lee  
Jake A. Leibas  
Anna K. Ley  
Treasur Luikart  
Mackenzie A. Macdonald  
Morgan G. Massengale  
Jeffrey A. McEndree  
Derrick J. Mckain  
Michael Mendicino  
Bryant L. Merriman  
Jonathan C. Minick  
Matthew R. Modderman  
Jamie L. Morris  
Ryan Mudra  
Austin M. Nagy  
Troy E. Nance  
Marisa Nelson  
Caleb P. Ohrn  
Colton D. Orr  
Nicholas D. Owens  
Amber S. Petrig  
Logan M. Phillips  
Brianna M. Prislipsky  
Tyler S. Renners  
David T. Rice

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Emily I. Rich  
Austin Richards  
Annette D. Rodriguez Carreras  
Mark A. Ruby  
Raksanan Sasitharan  
Sean K. Savarese  
Dominick J. Sawaya  
Henna R. Schafer  
Evan M. Schantz  
Audrey J. Schoenike  
Sabrina A. Scott  
Melissa D. Seabolt  
Sarah M. Sears  
Michelle Sese  
Katelyn M. Shoemaker  
Evangelos S. Sisalouis  
Kaikhosrow N. Soroushian  
Jared T. Strubel  
Emily M. Telischak  
Briana E. Vamosi  
Michael P. Vigorito  
Tu-Anh A. Vo  
Christopher J. Vogt  
Sherrie J. Webber  
Brandon M. Wharton  
Gregory M. Wheeler  
Christopher J. Wilkins  
Emily A. Winborn  
Michael J. Yakim  
Lauren Zidones

**Master of Laws**

Olakorede Kolawole

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

Doctoral Degree Candidates

Buchtel College of Arts and Sciences

Doctor of Philosophy

Katie L. Brown  
Catalina Flores  
Daniel J. Krantz  
Michelle F. Kushnir  
Afrin Jahan Lopa  
Daniel D. Maksuta  
Marcella L. Mulhollem  
Carrie R. Salmon  
Briana R. Schrage  
Gabor D. Smith

College of Engineering and Polymer Science

Doctor of Philosophy

Amro A. Alamri  
Noraldin M. Albabah  
Chung-Fu Cheng  
Kuanwu Chu  
Seyed Reza Hashemi  
Yen-Hao Hsu  
Dian Jiao  
Chin-Shuo Kang  
Akshata R. Kulkarni  
Siyuan Li  
Yonglan Liu  
Elham Malekzadeh  
Andrew-David T. McClain  
Tianyu Meng  
Amal Narayanan  
Nicholas R. Nun  
Alankar Rastogi  
Yongjun Shin  
Sunil Singh  
Amanda J. Stefin-Tyree  
Xinyu Sun  
Sihan Wang  
Yanxian Zhang

College of Health and Human Sciences

Doctor of Audiology

Maria E. Bonvissuto

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Casey Haumesser  
Miranda D. Hendrus  
Victoria R. Levy  
Megan C. Li  
Jessica M. Marlowe  
Carolyn Z. Merry  
Gianna N. Righi  
Eleni A. Santarelli  
Grace M. Szatkowski

**Doctor of Nursing Practice**

Lynn A. Stackhouse

**Doctor of Philosophy**

Leya Alquwaism  
Meghan M. Weese

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

**Masters Degree Candidates**

**Buchtel College of Arts and Sciences**

**Master of Applied Politics**

Brittainy A. Butler  
Kevin S. Cohen  
Robert J. Gray  
Sean T. Peters  
Jessica A. Vasiliades

**Master of Arts**

Angel A. Evans  
Lauren C. Sprowls  
Russell N. Steiner  
Erica E. Temes

**Master of Arts in Education**

Sharon E. Crawford  
Emily N. Donley  
Jordan M. Edwards  
Erin N. Fenwick  
Jamal C. Hamm  
Octavia D. Hardaway  
Kristen L. Hodas  
Kristina M. Kennedy  
Molly M. Kenney  
Kathryn R. Kraus  
William J. Lane  
Jarrell A. Lemons  
Lindsey K. Lorenz  
Christina Martin  
Jennifer L. Mihajlovic  
Claire E. Miller  
Linda G. Mitchell  
Carrie Musci  
Katelyn A. Neff  
Jessalyn N. Newell  
Kelli A. Pestello  
Lauren N. Spape  
Mija T. Trammell  
Brooke E. Wakefield  
Jessica A. Weyrick  
Chelsea Young

**Master of Arts in Political Science**



**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Rakan H. Alshahrani  
Elizabeth G. Attalla  
Jean Paul Colo  
Sindi Morsches  
Jeremy T. Noll

**Master of Fine Arts in Creative Writing**

Paul D. Mangus  
Daniel A. Paparella

**Master of Music**

Nicholas S. Campagna  
Jacob Davis  
Emma J. Donkin  
Kristofor L. Downs  
Bailey Hardy  
Creighton W. Jensen  
Kevin K. Sabik  
Eya Setsu

**Master of Public Administration**

Chaz M. Deering  
Trisha L. Keim  
Scott A. Schrader

**Master of Science**

Kayla R. Adkins-Travis  
Abdulaziz Alazzam  
Fearase A. Alniemi  
Andrew J. Audley  
Kayla A. Calapa  
Anthony J. Cava  
Andrews D. Danso  
Mitchell G. Duffer  
Kelvin Kesiena K. Eguko  
Jake M. Grdadolnik  
Jonathan L. Kullberg  
Annette M. Marsolais  
Charles B. McNeil  
Michael Rebar  
Timothy A. Schmucker  
Maurice M. Slinger  
Kelvin X. Tsagli  
Nicholas J. Wander

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

**Master of Science in Curriculum and Instruction**

Caitlin N. Alexander  
Hannah Bendelewski  
Allison Bentley  
Derek J. Butler  
Stephanie Fanizzi  
Amir M. Greenwood  
Brady C. Jones  
Cheyan K. Jones  
Morgan-Leanne M. Looney  
Andrew B. Nguyen  
Elle A. Prochaska-Bonnema  
Colleen R. Schloss  
Abigail L. Smelko  
Rachel R. Walters

**Master of Science in Education**

Hannah C. Couch  
Shayla S. Smith

**College of Engineering and Polymer Science**

**Master of Science**

Jiuke Chen  
Zixi Chen  
Ivan Dolog  
Zackery M. Frazier  
Yuan Gao  
Ruibo Hu  
Huan Huang  
YiTong Huang  
Zheng Huang  
Boyang Liu  
Lei Liu  
Shiqi Liu  
Quanshu Lu  
Jingqing Lyu  
Kehao Ren  
Wendong Ren  
Zhen Shi  
Haley A. Starvaggi  
Yuhan Su  
Zifeng Tong  
Jiayi Wang  
Zifeng Wang  
Wei Xie  
Xiaohan Xu

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Run Yang  
Shichen Yu  
Jingwei Zhang  
Meng Zhang  
Shuyuan Zhang  
Siteng Zhang  
Fangtong Zhao  
Mohan Zhao  
Jianing Zhou  
Wenqiao Zhou  
Yifan Zhou

**Master of Science in Chemical Engineering**

Logan A. Gray  
Kuan-Chen Huang  
Morgan L. McElwain  
Hussain Sawwan

**Master of Science in Civil Engineering**

Kathryn R. Ackerman  
Erfan Agharazi  
Abdulaziz M. Alagmi  
Ali Alnemer  
George N. Chammas

**Master of Science in Electrical Engineering**

Sadia Shahnoor Anis  
Alireza Bagheri Rajjeoni  
Fubing Han  
Israel O. Koiku  
Ravi teja Mannem  
Huseyin Salis  
Sainath Reddy Samireddy

**Master of Science in Mechanical Engineering**

Mohammed H. Alshahrani  
Meshari S. Alshammari  
Myoeum Kim  
Ian M. Lewis  
Mustafa A. Malik  
Ayse Ozen  
Omar N. Sayaheen

**Master of Science in Polymer Engineering**

Qihang Chen

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Rui Chen  
Cheng Chi  
Linrui Duan  
Ouli Fu  
Yuewei Guo  
Shang-Min Li  
Shun Li  
KeFan Liu  
Mingze Sun  
Ming Wen  
Haodong Wu

**College of Business Administration**

**Master of Business Administration**

Kalie Boroi  
Anthony Jovino R. Cavaliere  
Meghana Chalasani  
Ellen K. Chittester  
Ashley R. Cosher  
Robert D. Cundiff  
Kevin P. Day  
Nicolette Y. Estephan  
Meredith R. Fendenheim  
Jessica C. Holzman  
Ava M. Jakab  
Mamadou Keita  
Abdelssamad Laaouaouda  
Hannah J. Long  
Jessica A. Minor  
Shawn V. Morreale  
Troy E. Nance  
Danielle M. Nicholson  
Marc Rolland Cherel Nzinga  
Salam M. Osman  
Jonathan M. Portyrata  
Brenda A. Prifti  
Alyssa M. Recek  
Michael V. Roop  
Mamarabe J. Sello  
Douglas W. Straight  
Jennifer L. Warren  
Gregory M. Wheeler  
Sarah N. Wojciechowski  
Yang Zhao

**Master of Science in Accountancy**

Matthew J. Bulgrin

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Jing Li  
Dylan P. Meyer  
Timothy J. Misciagna  
Renee D. Parana  
Jason Rebholz  
Gregory M. Wheeler

**Master of Science in Management**

Katelyn N. Collins  
Panusunan Lubis  
Michael R. Sisko

**Master of Taxation**

Andrew M. Estock  
Ronil Sandesh Gandhi  
Desmond I. Johnson  
Zhengai Li  
Isaac A. Matejin

**College of Health and Human Sciences**

**Master of Arts in Speech - Language Pathology**

Rachel Bender  
Jessica M. Beran  
Kaitlyn M. Brzeczowski  
Katelyn M. Dufur  
Katrina L. Eldreth  
Amanda M. Fillman  
Ellen R. Harper  
Alyssa M. Hulthen  
Chelsea C. Kelly  
Caroline Koch  
Julia Laughman  
Victoria M. LaValle  
Madeline C. Parisi  
Emily M. Relic  
Cassandra R. Rubino  
Rachel Schultz  
Alexandra P. Shondrick  
Sydney M. Sleek  
Zoe E. Sommers  
Kylie Somodi  
Kathryn G. Swanberg  
Katherine J. Swope  
Kadi A. Vermillion

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

**Master of Arts**

Kristen D. Neidert  
Katerina E. Rocker Heppe  
Jasmine M. Spradley

**Master of Arts in Education**

Nouf M. Alshehri  
Cortney M. Bates  
Cory J. Dodson  
Elise M. Grum  
Macey Harder  
Madison R. Jakabcic  
Jordan A. Kindinger  
Elaina L. Kraft  
Gabriela M. Melchiorre  
Terrell W. Mike  
Taylor R. Miller  
Lindsay M. Rohrbach  
Jessica M. Steinbach  
Margaret R. Theado  
Idara J. Udo-Inyang  
Shelby R. Von Gunten

**Master of Arts in Family and Consumer Sciences**

Britney J. Shimko

**Master of Science in Education**

Walter D. Brady  
Hunter L. Brancifort  
Alyssa Braun  
Anthony R. Cicione  
Megan F. Devol  
Ian K. Disteldorf  
John H. Dunn IV  
Nicollette M. Echols  
Jeremy W. Gramley  
Jason P. Grossman  
Stacie L. Hall  
Brittany D. Harrison  
Loren C. Jackson  
Ty'Asia L. Jones  
Abigail Lagoner  
Dane E. Lee  
Melanie A. Ley  
Varvara Lissichkina  
Shelby Lee R. McGarvey

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Dominique M. McGraw  
Elizabeth D. Mosier  
Madison H. Myers  
Keith P. Oddo  
Brett Rau  
Terence L. Redic  
Susan E. Resar  
Laura E. Rybka  
Emilee Starling  
Caleb J. Studt  
Alexi M. Swisher  
Kaitlyn E. Thomas  
Braxton R. Wilson

**Master of Science in Nursing**

Kelsey R. Aikens  
Gabrielle M. Anderson  
April D. Bos  
Courtney Cain  
Dallas M. Cole  
Erin Crane  
Zakia N. Davis  
Taylor R. Gillespie  
Nikki Glass  
Hannah E. Kerkian-Winton  
Christine E. Kilchenmann  
Jarrod S. Kucherak  
Briana M. Leahy  
Cortny Lower  
Nicholas J. Marino  
Elise S. Miller  
Clarissa A. Pullins  
Erin N. Rogers  
Brieana L. Smith  
Leslie M. Stahl  
Marlene R. Thompson  
Tiffany M. Tidmore  
Karen L. Washington  
Anthony Wesolowski  
Ashley L. Will  
Allison N. Wilson

**Master of Social Work**

Erica J. Adamson  
Genah R. Babcock  
Jarrod J. Beyler  
Ellen A. Bichsel  
Laura L. Blake

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Emily R. Bowen  
Miranda J. Bowman  
Paris R. Brasill  
Chanelle L. Childers  
Ronald Cross  
Emily N. Cucaita  
Tori Dean  
Keflyn Donley  
Brooke Drost  
Deanna L. Eder  
Alexis Falb  
Stephanie Farrell  
Kayla Fredey  
Anastasia P. Garske  
David E. Gibbs  
La Mont A. Graham  
Sierra Greer  
Courtney L. Griebenow  
Denise S. Guidry  
Tiffany D. Haddon  
Michael R. Harhager  
Samantha N. Haring  
Jasmine N. Harris  
Charity J. Hawkins  
Jeffrey T. Hill  
Olivia P. Hughmanic  
Jewel C. Isaac  
Kenya James  
Preya T. Jones  
Rachel K. Karlake  
Timothy R. Kenepf  
Serafina Kirkpatrick  
Erin T. Klubnik  
Regan M. Meier  
Denise M. Meyer  
Taylor L. Miller  
Christen M. Misja  
Dakota Myers  
Elizabeth M. Myers  
Amber M. Nickol  
Afua K. Nimoh-Domfeh  
Alexa J. Nolte  
Emma O'Donnell  
Angelina V. Pallante  
Stephen W. Pierce  
Anna K. Quinlan  
Emily C. Radanof  
Cory A. Ramsey  
Brittiany Reid  
Tristen Rutledge-McCohn



**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Carol S. Schott  
Christine L. Seedhouse  
Aryn Shaub  
Tyler J. Sims  
Doryian Smith  
Mallory N. Stevens  
Deanna K. Taylor  
Kellan A. Towns  
Mary K. Waggoner  
Shelley M. Weatherspoon  
Jasmyne N. Wilson

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

Baccalaureate Degree Candidates

Buchtel College of Arts and Sciences

Bachelor of Arts in Anthropology

Kalia M. Beasley  
Neil A. Groeger  
Heather L. Jandecka  
Lauren E. Kadooka  
Octavia C. Stokes

Bachelor of Arts in Fashion Merchandising

Nick Looker  
Jayson D. Luccioni  
Donnie Provitt  
Sara Schaub

Bachelor of Arts in Interior Design

Autumn M. Binford  
Chelsea M. Cline  
Daniella Etzion  
Muna K. Jaffal  
Jennifer L. Larson

Bachelor of Arts in Multidisciplinary Studies

Bethany M. Brausch  
Chloe L. Dobbins  
Dry'ma L. Johnson  
George L. Rice  
Christina Spicuzza

Bachelor of Arts in Theatre Arts

Cennidie D. Hall

Bachelor of Science in Organizational Supervision

Mia J. Batemon  
Joshua B. Beck  
Nicole B. Chabra  
Jasmine M. Colwell  
Rhonda Crawford  
Caitlin E. East  
Taylor B. Gibson  
Zac A. Granger  
Mary V. Groves

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Julian Hicks  
Salone M. Hopkins  
Perry R. Johnson  
Katherine J. Kelly  
James E. Kleem  
Rachael K. Kosar  
Hunter M. Kutsch  
Samantha L. London  
Nyeshja Malone  
Jacob R. Mazak  
Seleste M. McKinstry  
Brandon B. Mensah  
Diane D. Opoku  
Danielle M. Pennington  
Michael V. Pishnery  
Jerry J. Reinhart  
Jacob R. Scheck  
Bryant K. Shellenbarger  
Whitney L. Tarr  
Heather A. Taylor  
Kelli D. Thomas  
Robert J. Tippy  
Lepear Toles  
Benjamin Turner  
Kayla C. Veal  
Christopher Virtue  
Nicholas R. Vitale  
Varut Vorthong  
Andrew C. Wahl  
Demetrick Watts II

**Bachelor of Science in Political Science/Criminal  
Justice**

Callie M. Gerzanics  
Anton D. Glocar  
Ellen A. Greene  
Kathleene M. Humphries  
Asia S. Jackson

**Bachelor of Arts**

Huriya Abbasi  
Manar A. Abdullah  
Holly A. Adams  
Alexis N. Adleta  
Nicole E. Albini  
Jennifer N. Andio  
Jordin Andrews  
Regina G. Angeletti

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Maxwell L. Anter  
Rodney G. Armour  
Mya R. Armstead-Owens  
Kryshae N. Averette  
Katie E. Barber  
Haylee A. Barnett  
Ashley M. Beal  
Sanae' A. Bean-Smith  
Dekayla I. Bell  
Sierra M. Benson  
Eric J. Bentley  
Jacob E. Bloxsom  
John J. Bowen  
Angela M. Boyce  
Faith R. Bragg  
Carole A. Bratton  
Hannah K. Brewer  
Katelynn L. Broadus  
Andrea S. Bugariu  
Leanne M. Bunnell  
Thomas D. Burton  
Dominic W. Bushen  
Rachel E. Byrne  
Kaitlin E. Carpenter  
Cory J. Catchpole  
Emily A. Cavin  
Riley Chaney  
Christian R. Cline  
Nathan Cline  
Claire N. Cogar  
Claire N. Cogar  
Quinn A. Combs  
Hayley Coyne  
Brian M. Crace  
Kathleen J. Creasap  
Nicholas J. Culver  
Seth T. Daniels  
Megan E. Davis  
Garrett A. Decker  
Shirer J. Delancey  
Sasha S. Dixon  
Michael S. Downey  
Jamie M. Dye  
Kimberly A. Ellinger  
Rachel E. Evans  
Christina D. Faessel  
Austin T. Fearn  
Kevin A. Feezel  
Chelsey D. File  
Molly Fischer

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Andrew Fleming  
Piper L. Fullard  
Frenk Suresh Gamit  
Edward J. Gancos  
Emma Griffith  
Amy L. Griffiths  
Haley N. Gruccio  
Paige L. Gura  
Christopher J. Ha  
Nicholas W. Hahn  
Kristin N. Hastings  
Garrett M. Haverstick  
Ashton H. Hawkins  
Alexander R. Hawley  
Haley A. Heddleston  
Caitlin R. Heintz  
Logan D. Hepp  
Caitlyn D. Herron  
Graham S. Hess  
Graham S. Hess  
Savanna P. Hill  
Gregory Holmes II  
Morgan B. Horn  
Jennifer C. Hudson  
Oliver N. Huffman  
Jordan M. Hunt  
Mariama Ibrahim  
Drew Ilg  
Samantha P. Imrie  
Kyrstyn Kehler  
Darrian M. Kellis  
Timothy J. Klug  
Lauren R. Knoebel  
Lexie E. Kolano  
Ta'Sha N. Koontz  
Nikolina Kravljaca  
Kasey M. Kreiling  
Anthony M. Krim  
Gina M. Lanese  
Cedrick W. Lee  
Hailey R. Lewis  
Caroline Liberatore  
Caydon G. Lloyd  
Rachel E. Lojewski  
Mai S. Lor  
Rachel A. Madigan  
Grace E. Maier  
Alexandra S. Malinowski  
Kayley M. Martin  
Sienna C. McArthur

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Hayley R. McElroy  
Katherine N. McGormley  
Lauren R. McQuinn  
Miranda K. Meffe  
Julia M. Meyers  
Anthony M. Micale  
Justin P. Miller  
Elizabeth J. Minium  
Jasmin N. Mirelez  
Chase L. Mize  
John R. Mollohan  
Crucifisso R. Montanez  
Elise K. Morgan  
Dylan M. Morris  
Fabiana E. Mosquera  
Jacob B. Murphy  
Kaden Myers  
Sarah A. Neiswander  
Zachary J. Nign  
Courtney L. Nolf  
Brooke R. Noll  
Katelynn A. Olsen  
Ilene Owen  
Lauren M. Palky  
Gwendolyn G. Papanos  
Stephanie C. Pavelko  
Cassidy N. Petric  
Michael M. Phillips  
Brandon A. Plaza  
Rachel Pool  
Dakota E. Prince  
Kaley L. Reinhart  
Jason M. Render Jr.  
Jordyn A. Riley  
Jessica G. Rinke  
Justin A. Rumel  
Marissa D. Russo  
Madeline J. Sacchini  
Haruya Sakai  
Emmanuel J. Salem  
Joshua W. Sampson  
Zachary N. Sandor  
Nichole A. Santangelo  
Katherine E. Savory  
Katheryn M. Schopp  
Eric S. Schweitzer  
Madelyn E. Scoville  
Nicole V. Sena  
Sarah Y. Shively  
Kyle T. Shreve

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Matt J. Simich  
Cherelle C. Simmons  
Brandon M. Sinkovich  
John M. Skakun  
Andrew N. Sladek  
Kendall M. Slaght  
Dashonda J. Smith  
Dustin J. Smith  
Isaiah L. Smith  
Keadron L. Sondereker  
Jacob R. Spencer  
Rebecca C. Spencer  
Brooke E. Steffien  
Claire M. Steiner  
Jacob A. Steiner  
Shelby L. Stevens  
Kala M. Stevenson  
Katelynn E. Stewart  
Octavia C. Stokes  
Taylor R. Storad  
Jillian C. Straub  
Devyn P. Strausbaugh  
Meredith A. Swindell  
Christian M. Talcott  
Pradeep Tamang  
Lanae T. Taylor  
Yanna Telyeten  
Alexis P. Temsey  
Alivia L. Tissot  
Austin Todich  
Adiyana M. Trevino  
Emily G. Tully  
Meredith N. Undercoffer  
Kayley M. Underwood  
Edgar H. Vanko  
Brittany A. Varsho  
Adam S. Vasilatos  
Joshua D. Villers  
Deon Wheat  
India P. White  
Lauren N. Whitley  
Abigail C. Williamson  
Kayla M. Wulf  
Kaylie C. Yaceczko  
Katherine G. Yoak  
Kristie M. Zachar  
Angel M. Zeigler

**Bachelor of Arts in Education**

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Dillon A. Angle  
Madison M. Batchik  
Alec G. Biller  
Symone R. Blackwellhill  
Natalie J. Bode  
Matthew T. Brookover  
Stuart J. Bunsey  
Jared M. Charlson  
Jared L. Coblentz  
Brianna Curtin  
Brady A. Deremer  
Ashley Emich  
Zachary B. Harvey  
David W. Herr  
Seth D. Hippli  
Rachel M. Huffman  
Nicole Keller  
Shyanne R. Mackey  
Megan M. Mayle  
Alyssa N. Moses  
Logan S. Nichols  
Yisra Omran  
Harris J. Ong  
Tiffany N. Peck  
Rebecca M. Petroff  
Jonah T. Pichette  
Courtney A. Russell  
Jarett D. Ryder  
Audrey L. Stout  
Kali E. Stroud  
Kaitlyn M. Sutula  
Alexandra K. Vargo  
Chloe M. Wolfe

**Bachelor of Fine Arts**

Nadia Alnashar  
Timothy J. Bekelesky  
Faith R. Bragg  
Alexa D. Burton  
Anika G. Calcei  
Abigail M. Cipar  
Greta V. Conley  
Tyler P. Davison  
Amanda G. Ebert  
Niko Elenchevski  
Maria S. Englehart  
Jared A. Faust  
Hannah N. Fortune  
Kwame' A. Gomez



**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Shyanna S. Harris  
Anastacia M. Hite  
Jennifer C. Hudson  
Ashley J. Hunter  
Rebecca D. Jordan  
Sarah P. Lacey  
Alonzo H. Laston  
Linh B. Le  
Kali J. Madden  
Emilio W. Melendez  
Rachael D. Mion  
Nicholas R. Paolucci  
Brady R. Patterson  
Natalie E. Piendl  
Megan E. Popovich  
Grace M. Reilly  
Colin R. Rich  
Caitlin M. Ross  
Jacob P. Schul  
Adelina L. Seda  
Kristina A. Sidaway  
Rebekah A. Sorensen  
Emma R. Spadaro  
Annika R. Spurlock  
Laura M. Torres  
Lindsey A. Wasnak  
Kayla A. Weinman

**Bachelor of Music**

Shianne E. Cunningham  
Jennifer James  
Mikayla G. Kreider  
Taylor B. Mills  
Matthew C. Murphy  
Jessica M. Payne  
Malia E. Rivera  
Brandon A. Tyson

**Bachelor of Science**

Dakota Adams  
Firdous F. Ali  
Alma A. Amawi  
Kandisi M. Anyabwile  
Anthony W. Armentrout  
Alan M. Arslanian  
Jacob Arthurs  
Jalyn N. Asberry  
Rayhan Asif

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Tannous Elias B. Barakat  
Lauren E. Barnes  
Rachel M. Batten  
Katherine L. Beitko  
Logan D. Benninghoff  
Blake P. Bilinovich  
Shane M. Bishop  
Caleb M. Bodjanac  
Andre A. Bollam-Godbott  
Kelly N. Bryant  
Briana N. Calapa  
Noah R. Carillon  
Brandon R. Caughey  
Rory J. Chabak  
Colton J. Choma  
Desmariah A. Clark  
Dustin A. Clute  
Jake L. Connelly  
Justin T. Cooper  
Kelly M. Cooper  
Laurel E. Coppersmith  
Nathan M. Cornelius  
Amber A. Davis  
Valerie L. Delsanter  
Christopher D. DeMoss  
Krista Denny  
Kyra M. Diatkar  
Arianna E. Diaz  
Anya Donelan  
Timothy M. Drake  
Kitana J. Eberhardt  
Emily K. Fassnacht  
Samantha K. Galambos  
Kristina L. Garrison  
Ashwin Amar Ghatpande  
Joseph J. Gibbs  
Jarett Goodyear  
Jake M. Grdadolnik  
Lucas J. Greggila  
Alyssa A. Grismer  
Clarity B. Gunn  
Justin D. Hare  
Robert W. Harland  
Emma L. Harmon  
Daisha C. Hawkins  
Nicholas W. Heim  
Peter J. Hopwood  
Hunter D. Howell  
Brandon E. Hoxworth  
Rachel M. Huffman

**The University of Akron  
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Prospective Degree Candidates for 2021 Spring**

Duaa S. Husein  
Andrew M. Jasser  
Joshua Kasburg  
Eugenia L. Kobak  
Mary M. Korane  
Gabriel V. Kries  
Taylor M. Kring  
Zachary K. Kunz  
Zachary K. Kunz  
Abigail R. LaMarca  
Jalen T. Larios  
Hannah J. Lebo  
Emily P. Lemasters  
Kyle B. Lott  
Natalie A. MacKay  
Paige E. Mackey  
Raymond J. Mahanke  
Mitchell D. McCauley  
Aliyah V. McGee  
Makana M. McGuire  
Mathea M. McGuire  
Dylan T. McKibben  
Sydney T. McLaughlin  
Robert D. McNutt  
Joshua R. Menefee  
Austin R. Merideth  
Alexa Mier  
Ashley C. Miihlbach  
Garrett Miller  
Omar N. Morra  
Peter C. Moukoulis  
Tanner A. Musson  
James Nace  
Jonathan M. Neeley  
Alex M. Nguyen  
Mariah M. Palombo  
Noah W. Parker  
Courtney N. Pea  
TayeJa Pearson  
Tanisha S. Perera  
Colton J. Peters  
Aaron D. Pham  
Meagan A. Pizzute  
John Price  
Jenna E. Pumneo  
Sahil Rajan  
Adam S. Sabitsch  
Savannah M. Sabo  
Ashleigh N. Sakiewicz  
Yousef Saleh

**The University of Akron  
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Prospective Degree Candidates for 2021 Spring**

Jacob R. Schettler  
Olivia C. Scott  
Rubekka S. Sidhu  
Lyndsay K. Small  
Andrew M. Smith  
Victoria Smuk  
Joshua J. Stefan  
Nathan K. Stefan  
Juliana M. Stierl  
Kristine Struk  
Morgan E. Szekely  
Disha K. Tailor  
Allison E. Tenney  
Michael P. Trexler  
Li'Onna L. Wahid  
Hannah L. Weisel  
Selena D. Wood  
Noah S. Worrton  
Sabrina R. Zanin  
Tori T. Zimmerman  
Noah W. Zink

**Bachelor of Science in Education**

Michael J. Ania  
Christopher Armao  
Whitney N. Arnett  
Ashleigh E. Bonina  
Abigail F. Bowman  
Maisy Breese  
Cassandra A. Carter  
Emmalee H. Combs-Bennett  
Morgan E. Cowfer  
Morgan D. Crites  
Lena M. Crogan  
Kimberly J. Crookston  
Gabrielle N. Dayse  
Bailey E. Elfring  
Lauryn I. Ellis  
Allison T. Evans  
Brandon A. Fairchild  
Mary E. Frederick  
Jenny Gibson  
Kylie E. Gregory  
Erica Haas  
Dalal Habbiiyyieh  
Amanda M. Hardman  
Hannah R. Hartzler  
Hannah R. Hartzler  
Kaitlynd A. Hinkle

**The University of Akron  
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Prospective Degree Candidates for 2021 Spring**

Olivia L. Johnson  
Emily D. Kausch  
Joshua P. Kaut  
Brittany N. Lachendro  
Tess McCarthy  
Emily A. Miller  
Carson G. Moore  
Hannah K. Myers  
Taylor R. Myers  
Elizabeth P. Pilolli  
John E. Schrader  
Jacob T. Shreve  
Elizabeth K. Smith  
Jordain R. Smith  
Lauren A. Tackaberry  
Hannah M. Tender  
Raleigh R. Thornton  
Caleb D. Tucker  
Julia C. Unaitis  
Madison R. Vannatta  
Tyler R. Withem  
Kandice M. Zeligson  
Hannah M. Zola

**College of Engineering and Polymer Science**

**Bachelor of Science in Automated Manufacturing  
Engineering Technology**

Matthew J. Conley  
Nick Sampson  
Daniel M. Taylor

**Bachelor of Science in Computer Information Systems**

Om P. Adhikari  
Nicholas A. Barbopoulos  
Benjamin A. Besel  
Casey C. Bitting  
Anastasia Black  
Owen R. Breyley  
Nhan L. Bui  
Graciella Cadena  
Scott T. Connors  
Spencer D. Csaky  
Jared A. Doll  
Justin G. Falkner  
Christopher Friend  
Corey A. Grabowski  
DeAirre T. Haines

**The University of Akron  
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Prospective Degree Candidates for 2021 Spring**

Johnathon W. Harvey  
Nathaniel L. Haufe  
Jordyn M. Hilliard  
Devin J. Hopkins  
Cole Jones  
Kailas Katel  
Nicholas King  
Cory M. Krivacic  
Jan Leuanglitthidet  
Nicholas R. Mackay  
Martin A. Marcoguisseppe  
Matthew S. Maroni  
Douglas J. Matejka  
Zachary T. Mills  
David K. Moeller  
Malayia A. Moore  
Juan R. Nunez Castillo  
Bailey A. Parrish  
Rup n. Phuyal  
Brandon A. Pocsics  
Tyler P. Potter  
Michael J. Raffay  
Jared S. Rodenbaugh  
Dylan M. Russell  
Nicholas L. Sagal  
William E. Shackle  
Adel A. Sliman  
Zachary F. Stabile  
Serena Towne  
Danny Triplett  
Nicholas C. Valaitis  
Aaron E. Vess  
Heather A. Ward  
Jaxon S. Whitford  
Felenia A. Williams  
Tristan S. Wilson

**Bachelor of Science in Construction Engineering  
Technology**

Amanda S. Anstine  
Daniel L. Brown  
Alexis Collier  
William E. Hinkle  
Andrew T. Hoffmeyer  
Jarrod M. Kegley  
Riana N. Pogue  
Torrence Romano  
Daniel M. Scullion  
Joshua R. Tompkins

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

**Bachelor of Science in Electrical and Electronic  
Engineering Technology**

Ali S. Al Qahtani  
Craig J. Campbell  
Brandon T. Eash  
Tyler J. Ewing  
Nicholas Gorris  
Jonathan A. Handwerk  
Ryan C. Kovacich  
Craig M. Lagowski  
Frank J. Leonard  
Luke R. McLean  
John E. Scott  
Abriam T. Spencer  
Nicholas J. Tamburrino  
Sean Widmer

**Bachelor of Science in Mechanical Engineering Technology**

Anthony L. Aiken  
Tabitha M. Anderson  
Chris D. Arner  
Nicholas W. Bailey  
Jasen M. Baskette  
John P. Black Jr  
Cody R. Boyce  
Dane T. Brahler  
Joshua W. Burns  
Alex M. Cerino  
Justin D. Coe  
Dalton J. Cox  
John W. Elliott  
Isaac B. Graf  
Michael R. Hill  
Timothy R. Hill  
Drake R. Kisha  
Marcus J. Kiss-Benke  
Pira Kwon  
Philip M. Margaria  
Megan E. McDivitt  
Thomas McKee  
Graham I. Mellon  
Matthew J. Morelli  
Ronald L. Morrow  
Daniel L. Mundy  
Marcus L. Olson  
Christian J. Ondarza  
Derek A. Radcliff  
Nicholas G. Ranft

**The University of Akron  
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Prospective Degree Candidates for 2021 Spring**

Jonathan P. Rowe  
Benjamin D. Sabat  
Christopher J. Sauder  
Michael L. Secaur  
Andrew M. Simone  
William E. Snyder  
Alan J. Sprain  
Shelby A. Staudt  
William O. Tuttle  
Joel P. Walsh  
Anthony J. Whyte  
William T. Wolford

**Bachelor of Science in Aerospace Systems Engineering**

Steven D. Abbate  
Nickalus R. Amon  
Kirklin M. Anderson  
Christopher J. Chapanar  
Daniel W. Chech  
Kristel H. Doong  
Taylor D. Modlin  
Adam T. Usher  
Laurel B. Wardell  
William J. Wilcox

**Bachelor of Science in Biomedical Engineering**

Saleem Abdel Qader  
Walid A. Abuhashim  
Yazan T. Aburaad  
Diana M. Albaba  
Annamarie C. Alfery  
Meshari S. Alhayyah  
Natalie J. Allen  
Anas A. Almoosa  
Amy N. Beskitt  
Noah T. Bullock  
Jonathan A. Campo  
Grace C. Elerick  
Samuel O. Elliott  
Trent J. Fletcher  
Silvia L. Furman  
Austin T. Ghiates  
Nathan J. Giunto  
Kenneth W. Gregg  
Layan Hamidi Nia  
Amanda Heaton  
Catherine E. Howell  
Steven H. Innocenzi



**The University of Akron  
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Prospective Degree Candidates for 2021 Spring**

Jalal Jwayyed  
Abigail R. Kraft  
Owen T. Lacey  
Cameron E. Lazor  
Bradley A. Lehoty  
Rebecca M. Leiter  
Joseph K. Linder  
Alexandria L. Magyar  
Sefra Manos  
Justin C. Mante  
Adam P. Milliron  
Jacob S. Myers  
Regina T. Neugebauer  
Clarence A. Noronha  
Jacob M. Ondash  
Kelly Purgason  
Justin I. Putman  
Mary E. Robakowski  
Brandon M. Ross  
Franz Jerome E. Roxas  
Kevin A. Schon  
Sabrina R. Segretario  
Catherine E. Seno  
Trevor G. Sideward  
Luke P. Southward  
Zachery K. Steck  
Shaye M. Tiell  
Emily G. Tully  
Rachel Vickers

**Bachelor of Science in Chemical Engineering**

Abdulelah M. Alfi  
Trevor V. Allen  
Christian M. Andrews  
Joshua C. Barber  
Daniel J. Birx  
Nichole R. Cooper  
Kayla M. Covington  
Isaac J. Daley  
Aaron T. Daniels  
Ethan T. Davis  
Jonathan E. Doak  
Kodi A. Dolph  
Owen P. Ellis  
Matthew J. Funtash  
Keegan A. Gilbert  
Ana M. Hrnjak  
Sydney D. Hughes  
Nicole R. Jarem

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Dale R. Jenkins  
Ryan H. Kantenwein  
Ashley N. Knight  
Andrew Kreinbihl  
Alexis A. Kruth  
George E. Mallinos  
Kyle M. Miller  
Nathan Mocilnikar  
Anthony T. Mole  
Hannah J. Nelson  
Emma M. O'Brien  
Dominic E. Owens  
Thomas D. Palisin  
Hannah J. Pineault  
Anthony J. Pintola  
Adam C. Reed  
Michael J. Ricci  
Jacob T. Seeh  
Nicholas A. Smith  
Joseph W. Tokar  
John M. Walette  
Ryan J. Zahniser  
Yevheniia Zaitseva

**Bachelor of Science in Civil Engineering**

Naif Aleidan  
Rahaf H. Alhadid  
Hussain A. Alnajrane  
Dhaher Alshammari  
Jared L. Baker  
Ryan W. Barco  
Jodi Beery  
Jordan C. Boehm  
Mackenzie R. Cheyney  
Justin D. Christman  
Rachel Cole  
Brittney N. Crandall  
Tyler P. Croxton  
Hiba El Rassi  
Brandyn M. Gorbulja  
Timmothy M. Gunter  
Benedek S. Higl  
Andrea L. Hodge  
Mohammed H. Khalafalla  
Adam K. Kohler  
Bryce A. Kuhar  
Amanda O. Kumih  
Andrew Kyser  
Jared L. Lanni

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Darby E. Leneghan  
Charles J. March  
Alex C. Michael  
Jewelie Q. Mock  
Shawn A. Nairn  
Seth A. Parker  
Jake W. Paulson  
Alec J. Perkins  
Joel T. Schar  
Jacob K. Schlosser  
Ben M. Shaub  
Eric B. Smith  
Rylee E. Snoke  
Gunther D. Soehnlén  
Timothy S. Wenger  
Lindsey V. Wilson  
Brock Wyss  
Alexis M. Yoder  
Trevor C. Young  
Samantha J. Zidd

**Bachelor of Science in Computer Engineering**

Alexis R. Alves  
Adam D. Brunner  
Joshua R. Cingel  
Dylan R. Ford  
Scott B. Grisso  
Jaret G. Helminski  
Hunter F. Hykes  
Ross A. Klonowski  
Timothy J. Kurczewski  
Gina M. Lanese  
Noah A. Lewis  
Konstantinos N. Mavroidis  
John A. Michel  
Corey G. Miller  
Daniel A. Nahra  
Joshua R. Newman  
Marcus P. Radtka  
Johndavid S. Rogers  
Jacob H. Schandel  
Rut Shah  
Molly E. Simich  
Romko Smuk  
Aaron D. Tobias  
Nicklaus P. Walsh  
Charles E. Werling

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

**Bachelor of Science in Computer Science**

Bryce J. Allen  
Kyle S. Carino  
Jeremy L. Childers  
Logan R. Crandall  
Nicholas M. Erb  
Joshua M. Foss  
Chase M. Gindlesperger  
Chayton Hamric  
Nicholas W. Heim  
Alex D. Helmick  
Devin J. Hopkins  
Timothy S. Inzitari  
Alexander K. Karwowski  
Nicholas J. Kogovsek  
Noah L. Krill  
Tyler J. Lucas  
Kyle J. Lugo  
Mason D. McCargish  
Jeffrey A. Medvick  
Dominic C. Polochak  
Danielle J. Reed  
Mason C. Roberts  
Nathaniel D. Shetler  
Jaron M. Smith  
Cole P. Sutyak  
Thomas J. Sutyak  
Andrew K. Weaver  
Mark R. Woodhall

**Bachelor of Science in Corrosion Engineering**

Eric Andrews  
Jacob R. Brokloff  
Tyler L. Carter  
Mitchell R. Felde  
Malachi R. Israel  
Jayme A. Jennings  
Shane T. Kelliher  
Keston N. Klimek  
Helen K. Nee

**Bachelor of Science in Electrical Engineering**

Mohammed M. Alsubhi  
William D. Baksa  
Hari K. Bhattarai  
Andrew J. Cihon-Scott  
Jason N. Colonna

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

John N. Downey  
John D. Durkin  
Luke M. Farnsworth  
Angelina M. Forman  
Aaron M. Gloeckler  
Nathaniel P. Hall  
Raymond Hoyle  
Nathan A. Kish  
Sarah E. Kuchcinski  
Matthew J. Lacek  
Trevor A. Leggett  
Jason P. Marcum  
Alexander R. McGinnis  
Zivana M. Mihalik  
Nazar Paramashchuk  
Stephen R. Pirosko  
Benjamin Roter  
Mackenzie J. Schnaekel  
Lawrence N. Shevock  
Keith R. Small  
Fahim A. Tahiree  
Brian A. Thomson  
Samuel E. Turner  
Lucas C. Wilch  
Robert J. Williams  
Lyric J. Wilson  
Linus W. Wright  
Andrea L. Wyder

**Bachelor of Science in Mechanical Engineering**

Anna M. Abate  
Brock T. Albaugh  
Mohammed S. Aldossary  
Meshari S. Alhayyah  
Anas A. Almoosa  
Eid M. Alolayan  
Dominic J. Apisa  
Simon Aramouni  
Joseph W. Bader  
Alec J. Bagley  
Joseph C. Baltzly  
Shadoe M. Beatty  
Thomas C. Benenati  
Ryan M. Best  
Jordan D. Blake  
Evan D. Blitz  
Ethan Bolden  
Cameron L. Bosner  
John J. Bowen

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Blake A. Bowser  
Michael A. Buckley  
Paul D. Buczynski  
Jacob D. Buechele  
Bailey D. Chaplin  
Alex G. Colucy  
Garrett R. Colvin  
Kyle N. Cramer  
Thomas D. Crouse  
Joshua M. Cummings  
Jacob P. Cunningham  
Joshua W. Curtis  
Jack W. Dalton  
Craig R. Davis  
Weston H. Davis  
Gary W. Facemyer  
Christopher A. Ferguson  
Kyle V. Fertig  
Luke B. Fetherston  
Michael Finer  
Michael L. Fisher  
Scott D. Frombaugh  
Alec M. Gabel  
David W. Gao  
Christopher E. Geppert  
Peter Gildea  
Braden Glasgow  
Noah B. Gresser  
Owen C. Hafler  
Logan R. Haid  
Eman Hassan  
Reese Hawthorne  
Mark D. Hendricks  
Brandon T. Hinderer  
Jordan J. Hyde  
Jacob J. Jaksic  
Akos Jasper  
Jared L. John  
Noah J. John  
Adam T. Johnson  
Sevin H. Johnson  
Devan W. Keeling  
Joshua M. King  
Jacob A. Knechtel  
Connor Knight  
Dennis J. Kopacz  
David M. Kotovets  
Patrick W. Kruse  
Robert N. Kucera  
Sean P. Lacey

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Michael J. Levy  
John C. Maly  
Seth D. Mancuso  
Aaron R. Markgraf  
Andrew A. Markja  
Emily Masa  
Steven D. Massarelli  
Natalie B. Masters  
Bryce D. McKenzie  
Jared G. McLean  
Michael G. Metropoulos  
Alan R. Miller  
John Monsour  
Logan J. Mospens  
Connor J. Nagelkirk  
David R. Nelson  
Justin R. Nicholas  
Duncan P. O'Brien  
Auston J. Obringer  
Michael M. O'Donnell  
Vincent P. Orzel  
Zachary E. Owen  
Michael A. Pavlantos  
Chelsea M. Payne  
Andrew S. Perez  
Grace A. Phillips  
Bradley W. Powell  
John A. Rasper  
Olivia M. Reedy  
Jade G. Reese  
Tyler J. Reis  
Kamal Rijal  
Sterling M. Roseberry  
Zachary N. Ruegg  
Alex S. Sabitsch  
Anna V. Sallie  
Nicholas J. Sanders  
Jack N. Sawyer  
Jessica M. Schaer  
Daniel M. Schuhmacher  
Michael C. Scrima  
Ryan N. Slivka  
Chad N. Smith  
Dovydas P. Sodys  
Heather R. Sommer  
Harrison J. Steed  
Jacob J. Stefanko  
Jacob A. Steiner  
Allen M. St. Myers  
Stuart N. Thornborough

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Sean A. Turner  
Unyime E. Usip  
Jadon T. Vanyo  
James N. Volcansek  
Ronnie E. Wallingford  
Victoria R. Wargo  
Henry J. Wathen  
Alison R. Waugh  
Michael J. White  
Solomon B. Whitmire  
Madilyn B. Willis  
Daniel G. Wilmer  
Dylan C. Wilson  
Scott J. Wilson  
Zachary M. Woodrum  
Matthew J. Yokosuk  
Samuel W. Young  
Matthew A. Youngblood  
Zebediah P. Zehentbauer  
Timothy J. Zubek

**Bachelor of Science in Surveying and Mapping**

Bryan D. Butler  
Ryan P. Gaither  
Ryan D. Hastings  
Ryan M. Kramer  
Kyle L. Kyer  
Hunter D. Massey  
Brett T. Spangler  
Adason W. Stevens  
Timothy E. Stocker  
Timothy Vlacovsky

**College of Business Administration**

**Bachelor of Arts**

Kayla Bouchard  
Hayden D. Cobb  
Brett K. Jones  
Jacob W. Nelson  
Jo Ozaki  
Noah T. Polanski  
Mallory E. Radesic

**Bachelor of Business Administration**

Fatimah J. Abu Alshamat  
Brendan J. Adams



**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Mason E. Adams  
Saleh M. Al Ghefili  
Jeremy R. Allison  
Jeremy R. Allison  
Calissa L. Amato  
Devon S. Anderson  
Lindsey L. Anderson  
Mitchell R. Andrus  
John P. Arnott  
Taylor Barr  
Arielle Berkshire  
Mahima Y. Brahmhatt  
Caralyn M. Brewer  
Kyle M. Breznai  
Jason T. Bronstrup  
Patricia B. Brown  
Chase J. Buckler  
Adelina Buga  
Alexander J. Burch  
Sandy L. Burgy  
Megan E. Busch  
Brennan J. Byers  
Andrew J. Caine  
Scott J. Campbell  
Kassidy B. Carter  
Noah P. Cartwright  
Nicholas M. Ceriani  
Caleb J. Christopher  
Zachary J. Cobleigh  
Danielle M. Colacarro  
Alyssa Combs  
James B. Combs  
Michael T. Connalley  
Valerie N. Cooke  
Spencer H. Coppedge  
Brandon D. Counts  
Logan J. Coy  
Josie L. Cremeans  
Hannah N. Crone  
Brandon L. Cugini  
Myesha E. Cunningham  
Anna J. Custer  
Matthew A. D'Amore  
Daria Demjanjuk  
Samuel D. Dempsey  
Samuel D. Dempsey  
Drake Dennis  
Dominic Difeo  
Dominic Difeo  
Logan E. Dusseau

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Logan E. Dusseau  
Emily K. Erhart  
Cameron L. Felix  
Tyler H. Field  
Alicen M. Fimple  
Donald J. Fisher  
Christopher J. Flower  
Brendon M. Ford  
Juanese A. Franklin  
Amanda L. Frantisak  
Caleb J. Fry  
Timothy Gaines  
Paula Garcia Estrella  
Joel R. Garvin  
Joel R. Garvin  
Paul W. Gatsios  
Rachel M. Gavrilovic  
Hannah C. Godward  
Matthew T. Goodyear  
Ali M. Gouilos  
Alyssa J. Greathouse  
Chad J. Green  
Dylan M. Grubb  
Zachary R. Gruccio  
Adam M. Gruszka  
Jon Emmanuel S. Guevarra  
Seth A. Gwartz  
Jonathan B. Hansen  
Frank T. Harr  
Nicholas C. Hayes  
Samantha K. Heim  
Zachary T. Hewitt  
Drew T. Hodgson  
Abigail A. Holbrook  
Blake R. Horner  
Jason A. Hufnagle  
Jason A. Hufnagle  
Tyler M. Hulick  
Maanasa M. Humchad  
Alanna R. Ice  
Jessica K. Imhoff  
Cassidy Ippolito  
Alexus A. Ivan  
Hannah L. Jett  
Charley I. Kale  
Vishal Kathardekar  
Vishal Kathardekar  
Matthew V. Keim  
Jordan D. Kienzle  
Aaron M. King

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Montara R. Kiss  
Rachel A. Kleiner  
Joseph E. Klemm  
Nathan R. Kline  
Devyn M. Knitter  
Chase A. Knoch  
Kristen M. Kollar  
Hajah Y. Kpoto  
Ian Krailo  
Heather M. Kriston  
Marcus G. Kyle  
Lauren N. Lambert  
Justin W. Lane  
Christopher J. Leising  
Devin Li  
Keegan S. Lind  
Jeffrey Lubin  
Michael J. Malenic  
Austin Marciniak  
Austin Marciniak  
Hannah L. Mariani  
Nicole K. Martin  
David E. Masch  
Luke A. Massie  
Zachary D. McCord  
Morgan McKnight  
Cheri G. Meadows  
Justin G. Messer  
Allen R. Messner  
Andrea M. Mick  
Alec N. Miller  
Frederick W. Miller  
Walter A. Moore  
Alexander J. Morgan  
John Morgan  
Sarah A. Neiswander  
Benjamin L. Nero  
Mikayla M. Newland  
Alexander G. Ondarza  
Matthew A. Owen  
Marah J. Owens  
Dave Patel  
Arianna K. Pegoraro  
Nicholas A. Petersen  
Hannah N. Peterson  
Mallory E. Radesic  
Luana N. Radulescu  
Adithya Rajiv  
Trayjen J. Rarden  
Salvatore M. Rasicci

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Michael C. Reed  
Lindsay A. Reese  
Angela C. Rizzo  
Camden C. Robinette  
Taylor R. Roeder  
Phillip Rose  
Courtney L. Rosekelly  
Courtney L. Rosekelly  
Cole J. Roskwitalski  
Emily M. Rownd  
Sean D. Ruark  
George R. Russell  
Andrea M. Sawyer  
Dylan A. Schwarz  
Anna V. Sell  
Kylie M. Severs  
Alexis J. Shannon  
Alexis J. Shannon  
Jonathan S. Shaw  
Jacob R. Skiba  
Matt A. Slonsky  
Eddie Smith  
Olivia C. Snyder  
Jacob A. Stahl  
Kenneth A. Steinhebel  
Trevor Z. Stewart  
Alyson B. Stoll  
Tayler L. Strait  
Clay G. Stricker  
Alexis K. Stumpf  
Alexis K. Stumpf  
Sebastian K. Tass  
Brennan J. Thiergartner  
Benjamin C. Thomas  
Hunter L. Tratter  
Marisa N. Vaccaro  
Gabrielle X. Vang  
Madison L. Varga  
Bailey M. Vaughn  
Matthew Vogel  
Melody A. Vitale  
Anastasia Vonortas  
Alexa R. Walker  
Allison H. Warmenhoven  
Evan J. Wasen  
Declan Watters  
Nicole R. Williams  
Nicole A. Winkel  
Camie L. Woods  
Anthony J. Wright-Rogers

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Nicholas M. Zubek  
Nicholas M. Zubek

**Bachelor of Science in Accounting**

Abdullah M. Alzahrani  
Nicholas B. Becker  
Stephanie J. Boccio  
Bershann L. Bounds  
Jin F. Chen  
Valerie N. Cooke  
Michael E. Corpas  
Colleen Culver  
Dillon D. Deckerd  
Aronno Elahi  
Kayla M. Evans  
Brian T. Ford  
Emma G. Forry  
Sophia M. Francis  
Samuel A. George  
Brandon D. Hadinger  
Isabel Hartzler  
Jasem S. Jwayyed  
Aubrey N. Klatt  
Paige N. Levengood  
Stephen W. Luc  
Gurtaj Mangat  
Bradley P. McFee  
Michael J. McMullen  
Thomas J. Nicolella  
Savannah N. Novak  
Sasha Pejnovic  
Jacinta M. Pikunas  
Edward J. Poston  
Salvatore M. Rasicci  
Agostino Rocca  
Thomas P. Rovnak III  
Adam K. Sacks  
Ameer N. Salem  
John M. Skakun  
Katelyn E. Stanoch  
Rustin N. Stoller  
Franz L. Tandoc  
Lydia S. Tomecko  
Ian G. Walker  
Emily A. Weigand  
Joshua Wenhold  
Charlotte A. Werner  
Sarah E. Wieser  
Nicholas A. Wolski

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

**College of Health and Human Sciences**

**Bachelor of Arts in Child and Family Development**

Alice Duey  
Landry D. Graman  
Ashley C. Kittinger  
Haley N. Lockhart  
Cierra C. McGrady  
Ashley D. Nagy  
Ellise Presutto  
Natalee G. Stewart  
Jazmine M. Watson  
Alexandra Wescott  
Paris G. Whitmore

**Bachelor of Arts in Speech - Language Pathology and Audiology**

Andrea J. Ginella  
Lauren E. Hopkins  
Sydney M. Kraynik  
Madison Lethco  
Erika L. Lovell  
Megan C. Nugent  
Amber M. Pinczes  
Jenna Sukie  
Averie A. Tarbert  
Julia M. Thomas  
Ryley E. Watt  
Areana T. Zachery

**Bachelor of Science in Allied Healthcare Administration**

Jayveonia A. Harrison

**Bachelor of Science in Computer Information Systems**

Aleksandra V. Clement  
Taylor D. Lampert

**Bachelor of Science in Emergency Management and Homeland Security**

Abigail S. Arndt  
Tyler E. Conto  
Johnathan P. Lester  
Colin A. Nolte  
Spencer J. Pearson  
Michael J. Sanders

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Matthew A. Watson

**Bachelor of Science in Food and Environmental Nutrition**

Allison N. Cantrall  
Nrsimha Ghosh  
Matthew A. Greenwald  
Elizabeth L. Gregory

**Bachelor of Science in Respiratory Therapy**

Faisal Abdullah  
Abdulaziz H. Alharbi  
Erin N. Blankenship  
Landry R. Carneal  
Aviana S. Cline  
Ronni C. Cummings  
Kiara A. Garner  
Hannah M. Gendics  
Kayla M. Jones  
Chelsey A. Louk  
Carneisha Melton  
Jenna Musleh  
Diane D. Opoku  
Julia M. Prebonick  
Michelle L. Rodriguez  
Dylan T. Sayre  
Haneen N. Shaikh

**Bachelor of Arts**

Lexi G. Bailey  
Mariah S. Bell  
Leanne M. Bunnell  
Chantelle Butler  
Stephanie E. Cuervo  
Madeline D. Dettorre  
Faith V. Hamilton  
Casey Joseph  
Elizabeth A. King  
Rebecca A. Laughlin  
Alexis J. McBeth  
Abigail K. McKenna  
Marissa M. Meredith  
Nichole A. Santangelo  
Mary P. Sapola  
Randra Simkins  
Dana P. Townsend

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

**Bachelor of Arts/Social Work**

Cassey K. Adkins-Travis  
Mikhail Bady  
Amit Baniya  
Katelyn M. Bell  
Ashley R. Brown  
Tristen L. Cain  
Valerie N. Caldwell  
Brianna S. Calvey  
Shaddakay B. Campbell  
Jonathan D. Covert  
Chapri N. Croff  
Jennifer M. Davis  
Kristen Day  
Bethelhem Dukamo  
Tarah A. Eastwood  
Nicole L. Emminger  
Shatela R. Evans  
Oluyemisi Fafiyebi  
Madison N. Glavic  
Charity P. Hoover  
Emily N. Janikowski  
Diah Julandah  
Lauren E. Kilpatrick  
Glenda Mancilla  
Camille N. McKinney  
Toreka Miller  
Kelley Moffett  
Jason F. Myers  
Jessica L. Oliver  
Kylie B. Peterson  
Mikayla M. Pfouts  
Kristy Prentice  
Renee M. Prentice  
Ryan A. Scott  
Michael A. Sommers  
Taylor A. Speer  
Emily R. Spilker  
Jacqueline Taylor  
Bethany M. Thompson  
Hayley Thron  
Kayla R. Tomko  
Kathryn M. Vajda  
Carolyn M. Wilder

**Bachelor of Science in Athletic Training**

Hannah E. Abbott  
Isabel R. Alt



**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Cassidy M. Arai  
Stephanie A. Bechtol  
Nathan D. Grimes  
Joshua D. Kleiner  
Julia L. Mott  
Emily N. Rogers  
Hannah E. Salter  
Rachel C. Slimak  
Samantha B. Smith

**Bachelor of Science in Dietetics**

Melissa R. Antalek  
Fallon K. Carl  
Kristina Clem  
Marissa Cora  
Emily J. Gladish  
Lindsey A. O'Connor  
Olivia J. Parker  
Brett Pelz  
Vincent Ray  
Alex W. Schwarz  
Victoria Stari  
Amanda R. Swenski  
Christine Tabanji  
Cassidy D. Wolfe

**Bachelor of Science in Education**

Rosemarie Baldwin  
Garland E. Bricker  
Raynard Burns  
Brianna J. Corby  
Lance G. DeZee  
Dylan R. Dickinson  
Eric M. Friedt  
DeMarkus T. Glover  
David M. Graham  
Joshua J. Gutbrod  
Sean M. Harpley  
Patrick J. Kimball  
Christopher J. Michalski  
Kalyn Nelson  
Alexia Randolph  
Jamel M. Rushing  
Zachary N. Schloemer  
Otis D. Scott  
Benjamin M. Targove

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

**Bachelor of Science in Exercise Science**

Mohamad Abdelhamid  
Ameer Abdlrasul  
Hunter A. Akers  
Kailyn P. Allman  
Erin M. Babcock  
Brooke N. Bell  
Tre'Vion Beverly  
Jake N. Braunlich  
Corrina M. Brown  
Madison R. Carter  
Anthony T. Crouse  
Justin A. Csepe  
Lauren M. Dice  
Steven Dobson  
Olivia S. Ellebruch  
Victoria Emery  
Shelby J. Fulmer  
Dalana L. Gebis  
Miranda L. Gibel  
Kasey M. Gonyias  
Ryan P. Grzeschik  
Brandon K. Heckel  
Ryan M. Hickman  
Matthew T. Johnson  
Clayton L. Jones  
Samantha N. Kulas  
Brooke M. Lamoureux  
Samantha L. Lawler  
Morgan M. Lethco  
Travis M. Lukasik  
Hanna Mackey  
Razan M. Matar  
Morgan D. McNeal  
Alexis A. McQueeny  
Autumn R. Naragon  
Claudia M. Pedro  
Samuel S. Punchak  
Leah C. Recker  
Jasmine M. Roberts  
Chris Sarginger  
Alexis N. Shultz  
Nathan A. Smith  
Victoria Smuk  
Dena E. Studer  
Emily N. Taylor  
Rebecca M. Tilton  
Bryce R. Twente  
Emma A. Vasek

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Marcus A. Wagner  
Allyson M. Wharton  
Makenna S. Willyard  
Fuechi Yang  
Jordan V. Zambach

**Bachelor of Science in Nursing**

Mia E. Agostinelli  
Papimpa Amantea  
Ashley A. Amato  
Samantha L. Anthony  
Sarah Babich  
Gabrielle Barron  
Derek A. Beal  
Patricia A. Bennett  
Delaney P. Besse  
Jordyn A. Blaze  
Kaitlyn A. Bricker  
Kyleigh L. Buhl  
Maria R. Campisi  
Benjamin D. Carter  
Molly C. Cepis  
Mackenzie E. Chegan  
Francis M. Chontos  
Brenda R. Clugsten  
Sarah E. Coleman  
Alisha K. Compton  
Kara M. Conn  
Carmen M. Connalley  
Miranda N. Cope  
Danica C. Corporal  
Joshua D. Cramb  
Jared A. Crum  
Maya N. Davis  
Marc W. Dawson  
Stephanie L. D'Eustachio  
Avery J. Dietz  
Isabella A. Dillon  
Sydney N. Dominek  
Maria C. Douglas  
Reagan O. Fisher  
Hannah R. Fleming  
Hollie E. Fleming  
Brooke M. Francis  
Alicia R. Frisinger  
Lisa D. Gabel  
Rachel A. Gasser  
Lindsay M. Gatsios  
Elizabeth A. Gingery

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Brayden Goebelt  
Alexis J. Gore  
Brittany M. Grandee  
Sydney L. Gray  
Natalia Grodski  
Maria L. Gumbel  
Michelle L. Halle  
Erica E. Herchick  
Veronica M. Hernandez  
Natasha S. Howard  
Andrea E. Hunter  
Ashley L. Janowiak  
Riley L. Jarvis  
Dajana Jovicic  
Celia D. Keefe  
Laurel L. Kennedy  
Kenneth Knudson  
Emily M. Kolek  
Jaclynn P. Kozak  
Anita M. Lacey  
Samantha R. Lindsay  
Sarah J. Littlefield  
Mackenzie J. Loudermilk  
Elaina E. Lowe  
Rachel E. Lowther  
Amarii S. Mack  
Minu Maharjan  
Nicholas P. Maloney  
Madison M. Markley  
Tammie J. Marks  
Chance C. Marthey  
Olivia M. Mattioli  
Jesica J. Mccollum  
Alexis P. Mccullough  
Colleen B. McDonough  
Colleen M. McGough  
Olivia R. Melchiorre  
Philip A. Mernagh  
Annaliese M. Micozzi  
Gabrielle R. Miller  
Mallorie K. Miller  
Katelyn S. Minton  
Julia R. Molnar  
Timoria A. Morgan  
Jean Morgano  
Meghan E. Mundy  
Faith N. Murray  
Darian R. Musser  
Frances S. Myers  
Jordan L. Neely

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Macailia K. Nelson  
Sydney M. Neugebauer  
Rebecca E. Nussbaum  
May Nye  
Amberle K. Orlando  
Taylor A. Owen  
Victoria A. Patterson  
Yanelis Peguero  
Katie M. Perry  
Kayley M. Planicka  
Tiffany N. Preston  
Marija Radmanovic  
Kimberly A. Ray  
Kristen R. Rehfus  
Raquel L. Richards  
Shawna G. Riley  
Dawn L. Ritter  
Anna L. Roberto  
Tatum L. Scherler  
Mackenzie T. Schillig  
Ashley A. Schirtzinger  
Donald D. Shanabarger  
Mariyam C. Sharifi  
Christine R. Shehadeh  
Madison P. Shipe  
Kristen Shreve  
Olivia M. Silardi  
Madeline R. Simic  
Adam M. Skutt  
Elizabeth M. Sliwoski  
Madeline Z. Smith  
Macala T. Sowell  
Danielle P. Spencer  
Jennifer Stevens  
Brittany A. Stewart  
Aislynn M. Stocks  
Jaycie A. Stoller  
Kiamesha M. Storms  
Michael V. Street  
Desiree L. Sullivan  
Rachael Sullivan  
Rachel A. Sweeney  
Sydney E. Swogger  
Breanna M. Tarbox  
Anthony B. Terrell  
Cameryn Thompson  
Kahli M. Throckmorton  
Brooke K. Tokie  
Taylor C. Tomczak  
Morgan E. Turner

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Brooke N. Ulrich  
Joci M. Verb  
Rosalinda L. Villareal  
Brooke M. Walters  
Kaitlyn Weber  
Kaitlin Webster  
Amberly Wehrmeyer  
Whitney Wendling  
Victoria A. Wigal  
Margaret C. Williams  
Marie N. Wilson  
Samantha L. Wolf  
Julia M. Wolfe  
Natalee A. Yardley  
Angela L. Young  
Xiufen Zhang  
Kelsey L. Zittle

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

Associate Degree Candidates

Buchtel College of Arts and Sciences

Associate of Applied Business in Business Management  
Technology

Karen L. Hood  
Jessica C. Komer  
Starla R. Ryan  
Jacob R. Scheck

Associate of Applied Science in Criminal Justice Studies

Kaitlyn M. Gooding  
Nicholas M. Williams

Associate of Arts

Cassey K. Adkins-Travis  
Layeh Ai  
Dion O. Akhigbe  
Jayda A. Anderson-Hill  
David Banks  
Brenda A. Baughman  
Mar'tazia Beach  
Ashley M. Beal  
Nadia E. Bess  
Jon L. Blythe  
Kaitlyn N. Bodjanac  
Claudia C. Bond  
Santana R. Boykin  
Armani N. Brent  
Ravyn N. Carter  
Breyonnah N. Chapman  
Anthony Claytor  
Jared L. Coblentz  
Melina L. Cook  
Kirsten H. Derosa  
Andrew Dipold  
Hunter J. Donahue  
Caitlin E. East  
Joseph Eisenmann  
Jennifer L. Fichter  
Fadhila Fofana  
Mckenna D. Gadson  
Meiling Geniec  
Rahela Gosic  
Prothsan Gurung  
Jacob R. Hamilton

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Ciarra L. Harper  
Ianah S. Harris  
Mychel L. Head  
Eden N. Henderson  
Stephanie M. Hicks  
Aiyana Hill  
Rex C. Hodges  
Tilmon A. Hodges  
Keith A. Holcomb  
Andrew M. Hubbard  
Emerald Huffman  
Brooklyn N. Hunger  
Brielle O. Jeffries-Cashmere  
Sara H. Kahwaji  
Dorian Keys  
Yun Mi Mi Khaing  
Adrenne L. Kidd  
Jon N. Knox  
Anthony M. Krunich  
Faith L. Lindsey  
Rena C. Loverink  
Katrina Lushbaugh  
Ahmed M. Mahmood  
Sarmed Mahmood  
Piper C. Mallchok  
Natalie P. Mezzacapo  
Arthur J. Miles  
Jacqueline E. Misja  
Nan T. Moe  
Deasia D. Moore  
Naomi A. Moore  
Savannah Nichols  
Emma M. Noffsinger  
Bradon W. Pembridge  
Jordon M. Peters  
Evan Peterson  
Katrina M. Pethtel  
Arianna M. Pittman  
Roy K. Pletcher  
Rebika Prasai  
Ryan M. Prickler  
Don'Marie C. Reid  
Karla J. Rickards  
Chevaliee J. Robinson  
Precious Rogers  
Kathryn Rowland  
Riley N. Samaco  
Jacob M. Schafer  
Nina M. Schultz  
Adam M. Schweninger



**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

A'maya N. Scott  
Hailie Shanks  
Andrew D. Shrock  
Tori A. Siegenthaler  
Destiny D. Simmons  
Julius A. Sims  
Jacob R. Spencer  
Darrius Stewart  
Prasikshak S. Subba  
Bishal Tamang  
Pasang D. Tamang  
Paul F. Taylor  
Jahmai Townsend  
Amarie Twyman  
Jaden D. Vaughn  
Brittni Wagner  
Felicia R. Watkins  
Jacob J. Wherley  
Jordan Williams  
Alexandra M. Yankovich  
Marvel Zhou

**Associate of Science**

Kaitlyn A. Bricker  
Tanekia A. Bryant Collins  
Olivia G. Fugate  
Sarah E. Gairing  
Nathan G. Hazlett  
Dustin A. Huntsberger  
Perry R. Johnson  
Katelyn A. Kolasa  
Colin T. Ott  
Taylor Sandy  
Jacob A. Settlemier  
Andrew D. Shrock  
Savannah L. Sneed  
Grace L. Steiner  
Amari Stephens  
Jeanie-Elizabeth B. Sterling  
Kristine Struk  
Cameryn Thompson  
Klara R. Tomic  
Claire E. Vaughan  
Maney Vene  
Kaitlin Webster  
Nathan A. Wiles  
Camryn Williams  
Leslie A. Wood  
Mason J. Yurich

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

**Associate of Technical Studies**

Chevelle E. Coble  
Aaron T. Daniels  
Mitch Kelley  
Mya N. Lattea  
Christina Maldonado  
Kyrstan C. McDonald  
Skylar J. Ramsey  
Sandra A. Wright

**College of Engineering and Polymer Science**

**Associate of Applied Business in Computer Information Systems**

Justin G. Falkner  
Corey A. Grabowski  
DeAirre T. Haines  
Jared W. Harrison  
Michael R. Kaniuff  
Costa A. Perris  
Tanner S. Reeling  
Blaine S. Rossiter  
Andrew C. Silvis  
Tyler D. Wittkopf  
Jordyn T. Wright

**Associate of Applied Science in Construction Engineering Technology**

Amanda S. Anstine  
Daniel L. Brown  
Ian A. Crites  
Halley M. Deorio  
Jarrod M. Kegley  
Catherine C. Lewin  
Barry Li  
Cameron S. Piekarski  
Torrence Romano  
Daniel M. Scullion  
Jacob T. Shaffer

**Associate of Applied Science in Corrosion Engineering Technology**

Philip M. Margaria  
Ethan E. Ralston  
Owen K. Sartele

The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring

**Associate of Applied Science in Electrical and  
Electronic Engineering Technology**

Ali S. Al Qahtani  
Samuel S. Brown  
Tyler J. Ewing  
Nicholas Gorris  
Matthew J. Logan  
Joseph M. Rado  
Riley A. Restorick  
John E. Scott  
Samuel V. Stanley  
Nicholas J. Tamburrino  
Jaret L. Woodward

**Associate of Applied Science in Land Surveying**

William J. Bailey  
Adam T. Brooks  
Nicholas J. Ewart  
Brian T. Fay  
Adason W. Stevens  
Dawn E. Young

**Associate of Applied Science in Advanced Manufacturing  
Engineering Technology**

Carter J. Antal  
Maxwell S. Back  
Walter L. Sewell  
Matthew M. Vajda

**Associate of Applied Science in Mechanical Engineering  
Technology**

Anthony L. Aiken  
Tabitha M. Anderson  
Nicholas W. Bailey  
Charles A. Baker  
Joshua W. Burns  
Alexander Cebriak  
Taylor R. Christie  
Edison A. Cigany  
Bryce A. Cole  
Kaylee L. Dudek  
Devin Dunn  
Sami H. Fahoum  
Ryan J. Gardner  
Brittany N. Gilmour  
Tristen C. Gooding

**The University of Akron  
Office of the University Registrar  
Prospective Degree Candidates for 2021 Spring**

Shawn P. Gromes  
Luke A. Haid  
Ashley J. Harris  
Michael R. Hill  
Adam R. Hinkle  
Drake R. Kisha  
Christian L. Kosmos  
Raymond N. Kovalchick  
Vsevolod Y. Kurtov  
Michael J. Lovick  
Philip M. Margaria  
Mathias P. Marxen  
Riley H. McElroy  
Thomas McKee  
Hunter S. Mitton  
Tika Nepal  
Mitchell A. Pflugh  
Derek A. Radcliff  
Jacob E. Riffie  
Dayvon Z. Robinson  
Sang Shen  
Michael W. Smith  
Anne M. Wagner  
Myles Walker  
Andrew Walther  
Benjamin J. Wittenauer

**College of Health and Human Sciences**

**Associate of Applied Science in Emergency Medical  
Services Technology**

Joshua M. Brandon  
Tyler P. O'Neal

**2,421 Total Degrees**

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Proposed Degree Recipients for Spring 2021

BE IT RESOLVED, That the recommendation presented by the Academic Issues & Student Success Committee on April 21, 2021 pertaining to approval of the spring 2021 proposed list of degree recipients for The University of Akron, contingent upon candidates' fulfillment of requirements, be approved.

---

M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**ACADEMIC ISSUES & STUDENT SUCCESS  
COMMITTEE**

**TAB 3**

**PROPOSED CURRICULUM**

The Board of Trustees will be asked to consider the following curricular changes at its Academic Issues & Student Success Committee meeting on April 16, 2021 and at the regular meeting of the Board of Trustees on April 21, 2021.

**New Programs:**

**Establish a new Bachelor of Science, Business Management in the College of Business, Department of Management, new program proposal.**

The proposed new Bachelor of Science in Business Management will provide a degree completion opportunity for the adult learner that maximizes the use of prior learning and flexibility of program content in an online environment.

**Establish a new Bachelor of Science, Global Studies in the Buchtel College of Arts and Sciences, Department of Political Science, new program proposal.**

The proposed new Bachelor of Science in Global Studies will fill an increasing need for interdisciplinary degree options that promote understanding of the global environment, critical thinking skills, and navigating an increasingly diverse society.

**Establish a new Bachelor of Science, Sports Analytics in the College of Business, Department of Management, new program proposal.**

The proposed new Bachelor of Science in Sport Analytics integrates coursework and expertise from multiple academic units to provide students with a unique foundation in math, statistics, computer programming, and business to attain employment in the area of analytics. Currently, only two BS in Sport Analytics program exists in the U.S. and there is no direct competition in Ohio or the Midwest.

**Establish a new Bachelor of Business Administration track option, Sports Business in the College of Business, Department of Management, new program proposal.**

The proposed new Bachelor of Business Administration in Sport Business offers business and sport management skills and knowledge through an integrated curriculum to provide a unique foundation in core business areas supplemented with relevant sport industry courses. Currently, few Sport Management programs exist in Business Schools in Ohio, the Midwest, or the nation.

**Reactivate Program:**

**Reactivate the Master of Arts, Applied History and Public Humanities in the Buchtel College of Arts and Sciences, Department of History, new program proposal.**

The Master of Arts, History program is proposed to be reactivated and revised as a Master of Arts, Applied History and Public Humanities. This interdisciplinary program will emphasize both traditional content and applied aspects of history and embeds the Certificate in Public Humanities. This program includes opportunities for an internship, exhibit design, grant writing, and fund raising.

### **Program Revisions With Name Changes:**

**Revise the curriculum and change the name of the Bachelor of Science in Exercise Science, Physiological Sciences to the Bachelor of Science in Exercise Science, Applied Exercise Physiology in the College of Health and Human Sciences, School of Exercise and Nutrition Sciences, proposal for 555230BS.**

This proposal changes the name of the Bachelor of Science in Exercise Science, Physiological Sciences to the Bachelor of Science in Exercise Science, Applied Exercise Physiology to align with trends in the field of exercise science and the curriculum of the program. The curriculum changes will align with standards to seek accreditation through the Commission on Allied Health Education Programs (CAAHEP).

**Revise the curriculum and change the name of the Bachelor of Science in Exercise Science, Pre-Physical Therapy to the Bachelor of Science in Exercise Science, Pre-Professional Concentration in the College of Health and Human Sciences, School of Exercise and Nutrition Sciences, proposal for 555232BS.**

This proposal changes the name of the Bachelor of Science in Exercise Science, Pre-Physical Therapy to the Bachelor of Science in Exercise Science, Pre-Professional Concentration to better reflect the breadth of pre-professional undergraduate coursework. The curriculum changes will allow students to have more flexibility to obtain necessary pre-requisite courses for a number of allied health professional graduate programs.

### **Program Name Change:**

**Change the name of the Master of Science in Electrical Engineering to the Master of Science in Electrical and Computer Engineering in the College of Engineering and Polymer Science, Department of Electrical and Computer Engineering, proposal for 440000MS.**

The change in the degree title from the Master of Science in Electrical Engineering (MSEE) to the Master of Science in Electrical and Computer Engineering (MSECE) to better align the degree title with the curriculum, research focus and faculty expertise that combines electrical and computer engineering. The change will allow the program to recruit students with an interest in either area of engineering.



# THE UNIVERSITY OF AKRON

## RESOLUTION 4- -21

### Proposed Curricular Changes

BE IT RESOLVED, that the recommendations presented by the Academic Issues & Student Success Committee on April 21, 2021 for the following curricular changes, as recommended by the Faculty Senate, be approved.

- Establish a new Bachelor of Science, Business Management in the College of Business, Department of Management.
- Establish a new Bachelor of Science, Global Studies in the Buchtel College of Arts and Sciences, Department of Political Science.
- Establish a new Bachelor of Science, Sports Analytics in the College of Business, Department of Management.
- Establish a new Bachelor of Business Administration track option, Sports Business in the College of Business, Department of Management.
- Reactivate and revise the Master of Arts, History as a Master of Arts, Applied History and Public Humanities in the Buchtel College of Arts and Sciences, Department of History.
- Revise the program curriculum and change the name of the Bachelor of Science in Exercise Science, Physiological Sciences to the Bachelor of Science in Exercise Science, Applied Exercise Physiology in the College of Health and Human Sciences, School of Exercise and Nutrition Sciences.
- Revise the program curriculum and change the name of the Bachelor of Science in Exercise Science, Pre-Physical Therapy to the Bachelor of Science in Exercise Science, Pre-Professional Concentration in the College of Health and Human Sciences, School of Exercise and Nutrition Sciences.
- Change the name of the Master of Science in Electrical Engineering to the Master of Science in Electrical and Computer Engineering in the College of Engineering and Polymer Science, Department of Electrical and Computer Engineering.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**ACADEMIC ISSUES & STUDENT SUCCESS  
COMMITTEE**

**TAB 4**

**RESEARCH REPORT**



## Research and Scholarly Activities Highlights

### Select awards received, January and February 2021

College	Department	Title	Sponsor	Award Amount	PI and Co-PI(s)
BCAS	Chemistry	Integration of Leukotriene and Prostaglandin Receptor Signaling in Mast Cell Activation and Pulmonary Inflammation during Asthma	National Institute of Allergy and Infect	\$ 380,000	Paruchuri,Sailaja M; Smith, Adam W (Co-PI, Chemistry)
BCAS	Geosciences	Dormitory Wastewater Monitoring of SARS-CoV-2 at Universities and Colleges in the State of Ohio	Ohio Department of Health via Ohio State University	\$ 151,037	Senko,John M
CEPS	Biomedical Engineering	Aptamer-functionalized cardiac patches	National Heart Lung and Blood Institute via Pennsylvania State U.	\$ 150,000	Zhang,Ge
CEPS	Electrical & Comp Engineering	Analysis and Design Solutions for Next Generation technologies used in automotive traction drive systems	Nexteer Automotive	\$ 69,333	Sozer,Yilmaz
CEPS	Mechanical Engineering	Modeling the Crushing Behavior of Polymer Foams in Sandwich Structures Operating in Arctic Region	Office of Naval Research	\$ 100,000	Hoo Fatt,Michelle S
CEPS	Mechanical Engineering	Portable Automated Intravenous Injector	National Science Foundation	\$ 50,000	Nadkarni,Gopal R
CEPS	School of Polymer Sci & Engr	Gradient Amine Sorbents for Low Vacuum Swing CO2 Capture at Ambient Temperature	U.S. Department of Energy	\$ 752,002	Chuang,Steven S
CEPS	School of Polymer Sci & Engr	Myrcene Anionic Polymerization and Functionalization - Phase 2	Lubrizol Corp.	\$ 155,571	Cavicchi, Kevin A
CHHS	Health & Human Sci-Dean's Off	Area Health Education Centers Point of Service Maintenance and Enhancement	Health Resources & Services Administration via NEOMED	\$ 116,363	Lax,Greta A
CHHS	Schl of Social Wrk & Family Sci	University of Akron GLS Campus Suicide Prevention Grant	Substance Abuse & Mental Health Services	\$ 90,519	Ellis,John
CHHS	Schl of Social Wrk & Family Sci	Ohio Child Welfare Training Program State Training	Ohio Department of Job and Family Services via U. of Cincinnati	\$1,382,090	McCarragher,Timothy M
CHHS	Speech-Language Path/Audiology	Preparing Early Intervention Providers for the Opioid Epidemic (PEPOpE)	U.S. Department of Education via U. of Cincinnati	\$ 23,256	Steiger,James
Other: Student Success	Asst VP Student Affairs	OhioCorps Grant - Mentoring Program Consortium	Ohio Department of Higher Education	\$ 274,000	Doehring,Alison E
LAW	School of Law - Dean's Office	City of Akron Expungement Program-2021	City of Akron, Ohio	\$ 25,000	Sahl,Joann Marie

## Technology Transfer and UA Research Foundation Highlights

### UA partners with LTA Research to develop airships in Akron

LTA has entered into an agreement with The Development Finance Authority of Summit County to sublease space at the Akron Airdock to house manufacturing and flight operations. For more than two years, LTA has partnered with UA to design, develop, and test small unpiloted airships and have received certification from the Federal Aviation Administration for previous test flights. The innovative team includes graduate and undergraduate students in the College of Engineering and Polymer Science who are proud to be reviving this legacy of aviation and renewing manufacturing innovation in Akron, where it all started. LTA Research is a company focused on the research and development of 21st century piloted and unpiloted airships. This significant work has the potential to provide multiple benefits, including an innovative approach to delivering humanitarian aid, the reduction of carbon emissions normally associated with aircraft, and growth for local economies.



UA student Tommy Alvarado installs the final structural component on the team's most recent flight vehicle. Courtesy of LTA Research.

### UA researcher named Senior Fellow of National Academy of Inventors



NAI Senior Member  
Dr. George Chase

**Dr. George Chase**, professor of chemical, biomolecular and corrosion engineering, has been named a Senior Member of the National Academy of Inventors (NAI). NAI Senior Members are active faculty, scientists, and administrators from NAI member institutions who have demonstrated remarkable innovation producing technologies that have brought, or aspire to bring, real impact on the welfare of society. Dr. Chase, who has been teaching at UA since 1985, is listed as an inventor on 15 patents, has received several honors and awards from science organizations, and participates in industrial research as director of the Coalescence Filtration Nanofibers Consortium at UA. "Personally, it is gratifying to receive recognition for your work from peers and colleagues," says Dr. Chase. "Being a Senior Member provides opportunities within the entrepreneur community locally and nationally. Most important to me is the message that faculty researchers at UA are recognized for their innovations and entrepreneurial spirit." He is among 61 academic inventors named to the 2021 class of NAI Senior Members.

### UA I-Corps Site trains 300<sup>th</sup> team

UA's I-Corps Site program hit a milestone in early 2021: training its 300<sup>th</sup> team in the "I-Corps method," an iterative process through which teams test their business assumptions by interviewing potential customers. UA was one of the first three locations nationwide selected as an I-Corps Site by the National Science Foundation. Since 2013, the program has trained 318 teams with more than 1,000 faculty members, students and business mentors participating. Graduating teams have gone on to raise R&D funding and start Ohio-based companies.



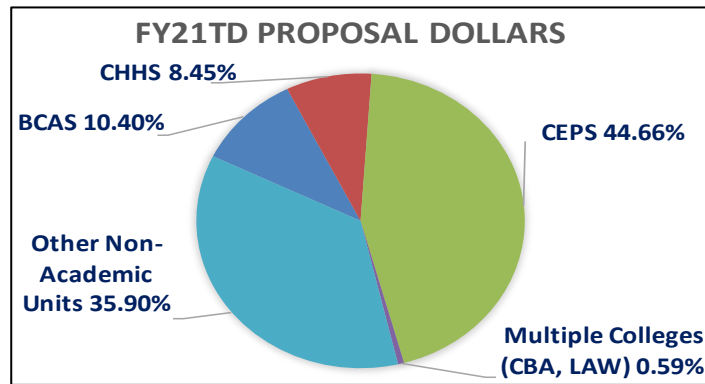
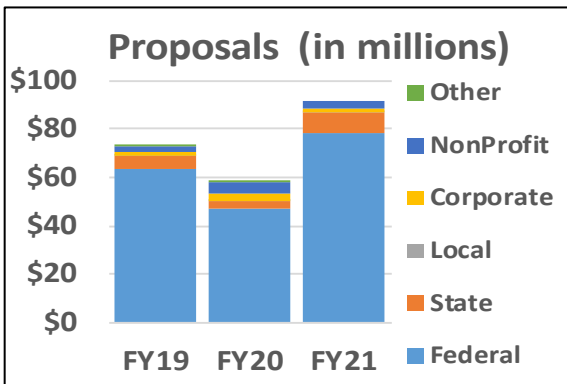


**PROPOSALS (New and Continuing)**

<b>FY19</b>	<b>Count</b>	<b>Total \$</b>	<b>Anticipated IDC \$</b>	<b>Anticipated UA and Non-UA Cost Share \$</b>
Federal	162	\$ 63,296,462	\$ 18,843,866	\$ 1,151,168
State	12	\$ 5,270,638	\$ 144,430	\$ 55,872
Local	3	\$ 90,455	\$ 5,152	\$ -
Corporate	33	\$ 2,188,450	\$ 493,853	\$ -
NonProfit	27	\$ 2,217,275	\$ 209,165	\$ 106,120
Other*	8	\$ 394,301	\$ 100,555	\$ 40,243
<b>Total</b>	<b>245</b>	<b>\$ 73,457,581</b>	<b>\$ 19,797,022</b>	<b>\$ 1,353,403</b>

<b>FY20</b>	<b>Count</b>	<b>Total \$</b>	<b>Anticipated IDC \$</b>	<b>Anticipated UA and Non-UA Cost Share \$</b>
Federal	124	47,125,279	11,757,116	1,082,669
State	13	2,945,931	261,125	522,996
Local	4	68,995	-	-
Corporate	37	3,129,521	489,042	-
NonProfit	45	5,121,827	874,549	2,313,864
Other*	3	339,287	-	-
<b>Total</b>	<b>226</b>	<b>58,730,839</b>	<b>13,381,832</b>	<b>3,919,529</b>

<b>FY21</b>	<b>Count</b>	<b>Total \$</b>	<b>Anticipated IDC \$</b>	<b>Anticipated UA and Non-UA Cost Share \$</b>
Federal	122	\$ 78,368,587	\$ 11,894,915	\$ 2,691,768
State	14	\$ 8,695,202	\$ 1,518,358	\$ 74,222
Local	4	\$ 74,492	\$ -	\$ -
Corporate	26	\$ 1,194,332	\$ 170,142	\$ -
NonProfit	30	\$ 3,209,722	\$ 509,345	\$ 1,490,703
<b>Total</b>	<b>196</b>	<b>\$ 91,542,335</b>	<b>\$ 14,092,760</b>	<b>\$ 4,256,693</b>



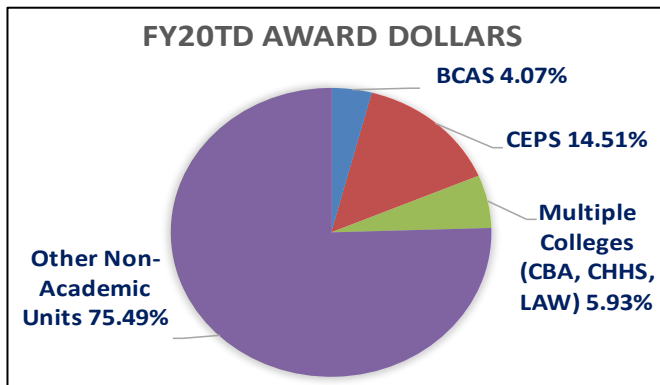
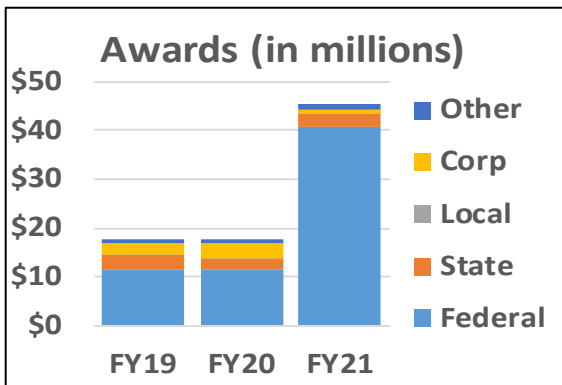
\*Other is comprised of sponsor types: individual, non-U.S. government, and other universities.  
 FY21 federal and state funding includes COVID-19 relief dollars, including funding from the federal CARES Act.  
 This report may co-report with UA's Development Office.

**A W A R D S**

<b>FY19</b>	<b>Count</b>	<b>Total \$</b>	<b>Anticipated IDC \$</b>	<b>Anticipated UA and Non-UA Cost Share \$</b>
Federal	85	\$ 11,361,497	\$ 3,050,785	\$ 300,627
State	11	\$ 3,239,904	\$ 130,563	\$ 97,635
Local	3	\$ 96,021	\$ 5,152	\$ -
Corporate	35	\$ 2,091,291	\$ 561,429	\$ -
Other*	20	\$ 996,808	\$ 48,184	\$ 94,347
<b>Total</b>	<b>154</b>	<b>\$ 17,785,521</b>	<b>\$ 3,796,113</b>	<b>\$ 492,609</b>

<b>FY20</b>	<b>Count</b>	<b>Total \$</b>	<b>Anticipated IDC \$</b>	<b>Anticipated UA and Non-UA Cost Share \$</b>
Federal	67	\$ 11,270,095	\$ 2,471,994	\$ 403,477
State	10	\$ 2,508,257	\$ 28,973	\$ 2,210,800
Local	6	\$ 110,566	\$ 3,302	\$ -
Corporate	37	\$ 2,838,106	\$ 716,964	\$ -
Other*	32	\$ 1,105,335	\$ 35,511	\$ 90,702
<b>Total</b>	<b>152</b>	<b>\$ 17,832,358</b>	<b>\$ 3,256,744</b>	<b>\$ 2,704,979</b>

<b>FY21</b>	<b>Count</b>	<b>Total \$</b>	<b>Anticipated IDC \$</b>	<b>Anticipated UA and Non-UA Cost Share \$</b>
Federal	63	\$ 40,774,481	\$ 1,621,254	\$ 320,414
State	11	\$ 2,533,382	\$ 333,206	\$ 240,990
Local	3	\$ 40,926	\$ 3,286	\$ -
Corporate	26	\$ 1,019,170	\$ 216,322	\$ -
Other*	23	\$ 880,707	\$ 79,578	\$ -
<b>Total</b>	<b>126</b>	<b>\$ 45,248,665</b>	<b>\$ 2,253,645</b>	<b>\$ 561,404</b>



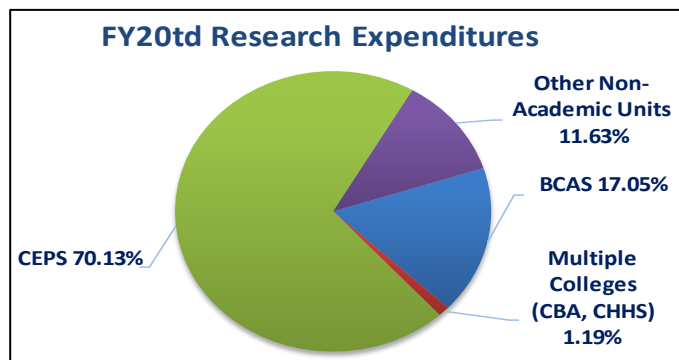
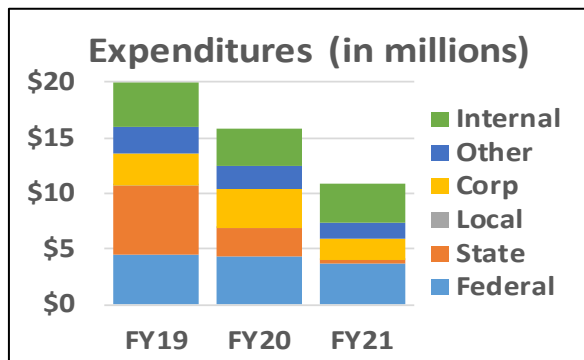
\*Other is comprised of sponsor types: foundation/nonprofit, individual, non-U.S. government, and other universities. This report does not include testing agreements. Also, this report may co-report with UA's Development Office.  
 FY21 federal and state funding includes COVID-19 relief dollars, including funding from the federal CARES Act.

**RESEARCH EXPENDITURES**

<b>FY19</b>	<b>Total \$</b>	<b>Actual IDC \$</b>	<b>Actual Cost Share \$</b>
<b>External</b>	\$ <b>15,930,257</b>	\$ <b>2,685,201</b>	\$ <b>2,629,184</b>
Federal	\$ 4,469,103	\$ 1,303,704	\$ 101,254
State	\$ 6,198,991	\$ 186,816	\$ 2,073,684
Local	\$ 48,631	\$ -	\$ 23,781
Corporate	\$ 2,907,191	\$ 884,814	\$ 78,415
Other*	\$ 2,306,343	\$ 309,868	\$ 352,050
<b>Internal</b>	\$ <b>3,987,823</b>	\$ -	
<b>Grand Total</b>	\$ <b>19,918,080</b>	\$ <b>2,685,201</b>	\$ <b>2,629,184</b>

<b>FY20</b>	<b>Total \$</b>	<b>Actual IDC \$</b>	<b>Actual Cost Share \$</b>
<b>External</b>	\$ <b>12,502,940</b>	\$ <b>2,629,429</b>	\$ <b>2,254,660</b>
Federal	\$ 4,368,375	\$ 1,308,887	\$ 57,947
State	\$ 2,470,582	\$ 21,275	\$ 1,908,953
Local	\$ 29,188	\$ -	\$ 18,385
Corporate	\$ 3,483,575	\$ 996,463	\$ 39,219
Other*	\$ 2,151,220	\$ 302,803	\$ 230,156
<b>Internal</b>	\$ <b>3,408,347</b>	\$ -	
<b>Grand Total</b>	\$ <b>15,911,287</b>	\$ <b>2,629,429</b>	\$ <b>2,254,660</b>

<b>FY21</b>	<b>Total \$</b>	<b>Actual IDC \$</b>	<b>Actual Cost Share \$</b>
<b>External</b>	\$ <b>7,362,390</b>	\$ <b>1,933,588</b>	\$ <b>215,394</b>
Federal	\$ 3,662,122	\$ 1,142,299	\$ 38,004
State	\$ 348,744	\$ 74,943	\$ 1,081
Local	\$ 6,203	\$ -	
Corporate	\$ 1,880,410	\$ 478,472	\$ 10,731
Other*	\$ 1,464,910	\$ 237,874	\$ 165,577
<b>Internal</b>	\$ <b>3,470,655</b>	\$ -	
<b>Grand Total</b>	\$ <b>10,833,046</b>	\$ <b>1,933,588</b>	\$ <b>215,394</b>



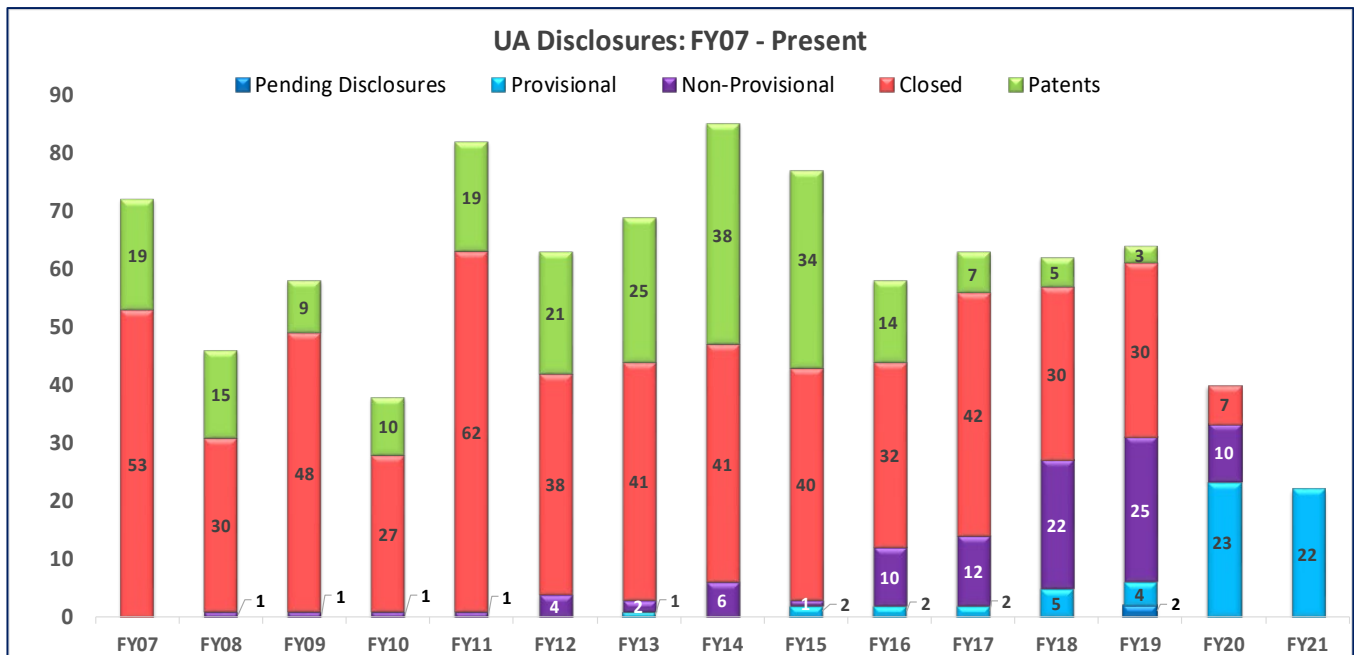
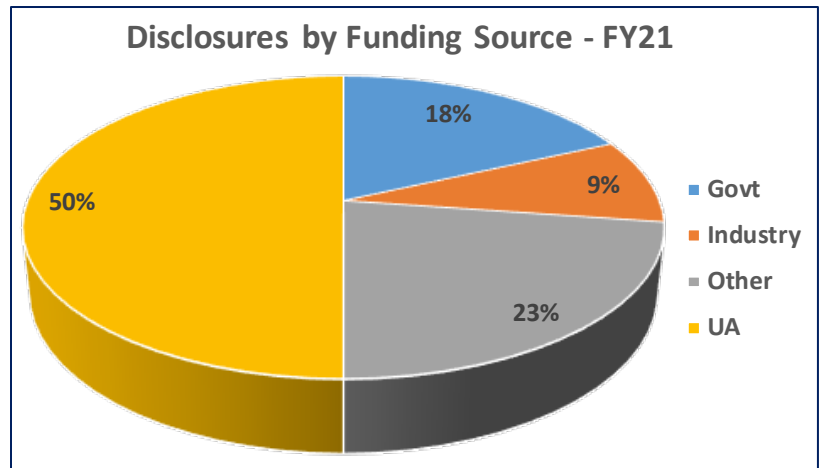
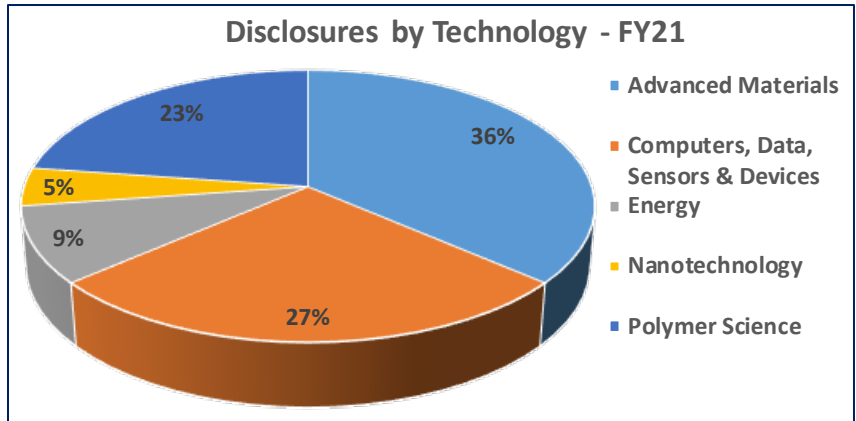
\*External Other sponsor types are foundation/nonprofit, individual, non-U.S. gov't. and other universities. This page reports research expenditures only. Internal research expenditures include research-related accounts, such as startup funding. Expenditure data subject to change due to adjustments, including after-the-fact student tuition and academic year wages.



## Technology Transfer: Invention Disclosures and Patent Activity FY07 to present

Disclosures submitted in FY21 to date continue in a variety of fields, with 63% being in advanced materials and the field of computers, data, sensors and devices. All are being assessed regarding the technology and potential market. A provisional patent application protects an invention for one year. During this time a technology and market assessment is conducted to determine if a non-provisional patent should be filed. Once filed, it takes several years for the claims to be evaluated, revisions to be filed, and a patent to issue.

The funding source of research leading to inventions can affect the ability to commercialize the technology. Industry research agreements usually provide options for exclusive or non-exclusive licenses, with negotiated fees. Agreements often include provision for patent costs to be paid by the research sponsor. Government funding gives the university the right to patent and license, while including government use provisions. Other funding sources typically leave patent rights under university control and responsibility. Regardless of research funding, by Ohio statute any intellectual property created by State employees or by anyone using state funding or facilities is owned by UA.



**U.S. Patents Issued from July 1, 2020 to February 28, 2021  
(Sorted by Funding Source & Technology)**

U.S. Patent	Issue Date	Patent Title	Inventors	College	Technology	Funding
10,731,635	8/4/2020	Polymer Electrolyte Membrane Assembly	Dr. Thein Kyu, Camilo Piedrahita and Jinwei Cao	CEPS	Advanced Materials	Govt
10,809,170	10/20/2020	Dynamic Mechanical Analysis System	Dr. Siamak Farhad and Roja Esmaeeli	CEPS	Computers, Data, Sensors & Devices	Govt
10,875,015	12/29/2020	Methods for Making Oxygen Reduction Catalysts Formed of Platinum Alloy Nanoparticles Embedded in Porous Carbon	Dr. Zhenmeng Peng, Li Qin Zhou, Kan Huang, Tomoyuki Nagai, Hongfei Jia, Hisao Kato and Xiaochen Shen	CEPS	Advanced Materials	Industry
10,840,500	11/17/2020	Superionic Conductive Polymer Electrolyte Composites for Lithium Battery	Dr. Yu Zhu	CEPS	Energy	Industry
10,920,346	2/16/2021	Mechanically Strong Super Absorbent Non-woven Mats	Dr. Darrell Reneker and Dr. Daniel Smith	CEPS	Nanotechnology	Industry
10,710,281	7/14/2020	Electric Field "Z" Direction Alignment of Nanoparticles in Polymer Solutions	Dr. Mukerrem Cakmak, Yuanhao Guo and Saurabh Batra	CEPS	Advanced Materials	Other
10,816,415	10/27/2020	Flexible Sensors and Methods for Making the Same	Dr. Jae-Won Choi	CEPS	Advanced Materials	Other
10,870,749	12/22/2020	Thermally Conductive Polymers and Methods for Making	Dr. Jiahua Zhu, Nitin Mehra and Liwen Mu	CEPS	Advanced Materials	Other
10,788,445	9/29/2020	Polymer Electrolyte Membrane Fuel Cell (PEMFC) Sensor	Dr. Siamak Farhad	CEPS	Computers, Data, Sensors & Devices	Other
10,765,748	9/8/2020	Composition and Methods for Tethering Bioactive Peptides to Metal Oxide Surfaces	Dr. Matthew Becker and Wen Tang	CEPS	Medical	Other
10,849,710	12/1/2020	Imaging Display System for Guiding Medical Interventions	Dr. Yang Liu	CEPS	Medical	Other
10,899,885	1/26/2021	Vegetable Oil Based Viscoelastic Polymers that Display Photoresponsive Rheological and Adhesive Properties	Dr. Abraham Joy, Ying Xu, Sudhanva Govindarajan and John Swanson	CEPS	Medical	Other
10,774,185	9/15/2020	Centrally Functionalizable Living Cationic Polymer or Copolymer and Methods Synthesizing the Same	Dr. Joseph Kennedy, Dr. Turgut Nugay, Tejal Deodhar and Dr. Nihan Nugay	CEPS	Polymer Science	Other
10,793,661	10/6/2020	Synthesis of Star Isobutylene-Based Thermoplastic Elastomers	Dr. Kennedy, Dr. Turgut Nugay and Dr. Nihan Nugay	CEPS	Polymer Science	Other
10,889,712	1/12/2021	Styrenic Block Copolymer-Hyperbranched Styrenic Block Copolymer Networks	Dr. Joseph Kennedy, Dr. Turgut Nugay and Dr. Nihan Nugay	CEPS	Polymer Science	Other

U.S. Patents Issued from July 1, 2020 to February 28, 2021  
(Sorted by Funding Source & Technology)

U.S. Patent	Issue Date	Patent Title	Inventors	College	Technology	Funding
10,899,869	1/26/2021	Glycerol Containing Polyurethanes and Polyurethane Nanocomposites	Dr. Joseph Kennedy, Dr. Turgut Nugayand Dr. Nihan Nugay	CEPS	Polymer Science	Other
10,777,324	9/15/2020	Engineered 3D Lung Airway Tree	Hossein Tavana	CEPS	Medical	UA

**ACADEMIC ISSUES & STUDENT SUCCESS  
COMMITTEE**

**TAB 5**

**STUDENT SUCCESS REPORT**

# REPORT TO THE ACADEMIC ISSUES AND STUDENT SUCCESS COMMITTEE DIVISION OF STUDENT AFFAIRS APRIL 2021

## PREPARATIONS FOR MAY 2021 COMMENCEMENT

The University Registrar, the Office of Athletics, University Communications & Marketing, the Emergency Operations Group, and many other campus departments are collaborating to present the University of Akron's first commencement at InfoCision Stadium – Summa Field. Four ceremonies are planned for Saturday, May 8, and Sunday, May 9, to honor the accomplishments of the university's Spring 2021 and Summer 2021 graduates. In addition to these ceremonies, plans have been developed with the Alumni Association to celebrate all 2020 graduates the evening of Friday, May 7, at InfoCision Stadium – Summa Field to offer these graduates the pleasure of walking across the stage in front of family and friends. The School of Law is preparing to hold their annual commencement ceremony at InfoCision Stadium – Summa Field on the afternoon of Sunday, May 16. All commencement ceremonies for May 2021 will be able to accommodate a limited number of guests in accordance with guidelines issued by Summit County Public Health and related state and federal public health entities.

### 2021 COMMENCEMENT

Friday, May 7, 2021 - 7pm  
2020 Graduates Ceremony/Celebration

Saturday, May 8, 2021 - 10am  
Buchtel College of Arts & Sciences (undergraduate)

Saturday, May 8, 2021 - 3pm  
Buchtel College of Arts & Sciences (graduate)  
College of Business Administration

Sunday, May 9, 2021 - 10am  
College of Health & Human Sciences

Sunday, May 9, 2021 - 3pm  
College of Engineering & Polymer Science

Sunday, May 16, 2021  
School of Law

## OFFICE OF FRATERNITY AND SORORITY LIFE RECOGNITION



*Pictured Above: Brandon Counts of Phi Delta Theta was recognized as Greek Man of the Year and Aicen Fimple of Kappa Kappa Gamma was recognized as Greek Woman of the Year.*

Fraternity and Sorority Life celebrated the 45<sup>th</sup> annual Greek Leadership Awards featuring Songfest on March 25, 2021. The combined program took place on Zoom. Five chapters participated in an adapted Songfest event, creating video performances for this year's theme 'Dancing Through the Decades.' Twelve chapters submitted award applications in the areas of academic programming, alumni outreach, campus and Greek involvement, member development, public relations, recruitment innovation and retention, risk management, and service commitment. The Dean's Cup Award, recognizing one IFC fraternity for overall

chapter excellence, went to the men of Phi Gamma Delta. The Praestantia Award, recognizing one PHC sorority for overall chapter excellence, went to the women of Alpha Delta Pi. Carson Moore of Alpha Delta Pi was selected as PHC Chapter President of the Year, Graham Hess of Phi Gamma Delta for IFC Chapter President of the Year, and Ariana Williamson of Alpha Kappa Alpha Sorority, Inc. for NPHC Chapter President of the Year. Ten juniors and seniors representing 6 chapters were awarded the Thomas J. Vukovich Award for Outstanding Leadership for their achievements and contributions to the community. Three students were awarded the inaugural Innovation in Leadership Award for creativity and adaptability.

## NEW STUDENT ORIENTATION – NEW ROO EXPERIENCE LAUNCH

On February 22<sup>nd</sup>, the New Roo Experience launched. New freshman students who have confirmed began receiving their confirmation email and details of their New Roo Experience (orientation). To date, 1,097 new freshman have received their confirmation email and New Roo Experience details. The New Roo Experience is the beginning of a new student’s Akron Experience as a Zip. During this time, New Roos will have the chance to start getting more familiar with campus life, resources, meet with your academic advisor, schedule classes, and meet other New Roos along the way. New for summer 2021, the New Roo Experience provides UA the opportunity to begin connecting earlier and throughout the summer. While it’s the goal to safely welcome New Roos to campus this summer for New Roo Orientation, NSO also understands students may feel more comfortable attending their orientation virtually. Students have the option to choose your experience – on-campus or virtual. In-person dates are expected to kick off June 11<sup>th</sup> along with the launch of the online orientation.

New Roo Orientation Day RSVP Tracking	
New Roo Orientation Day (in-person)	To date, 716 new students (74% of total confirmed to date) have RSVP’d to participate in-person.
Virtual New Roo Orientation	To date, 89 new students (9% of total confirmed to date) have RSVP’d to participate virtually.
Change of Major / Request New Date	Currently, 22 new students (2% of total confirmed to date) need to RSVP to their new date for in-person due to request for new date or because of change of major.
Students unsure if they wish to participate in-person or virtually	Currently, 1 new student has requested to connect with a NSO team member to discuss virtual versus in-person option before deciding on how they wish to participate.

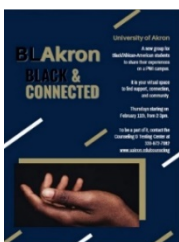
## SERVEAKRON LAUNCHES SPOTLIGHT330



Spotlight330 is a new initiative to encourage students to consider volunteer and/or career opportunities with area nonprofit organizations. Local agencies, including Open M, Akron-Canton Regional Foodbank, Stan Hywet, and The Well CDC have been showcased in brief video interviews conducted by William “Billy”

Bernard, Assistant Director for Student Life. Students learn what the agency does, their role in the Greater Akron/Northeast Ohio area, and how they may become involved.

## SUPPORT GROUP FOR AFRICAN AMERICAN STUDENTS FORMED



The Counseling and Testing Center started a new support group named BLAKRON for African American students to address their concerns around the racial pandemic, COVID and the unique impact of attending a predominately white institution (PWI). It is a virtual space to find support, connection and community.

## UA VIRTUAL INTERNSHIP AND CAREER FAIR

UA Internship and Career Fairs took place on Handshake’s virtual career fair platform. Some of the employers in attendance included: Goodyear Tire and Rubber Company, The J.M. Smucker Company, Progressive Insurance, Union Home Mortgage, City Year, Cintas, The Village Network, and OhioGuidestone. The College of Engineering and Polymer Science Virtual Career Fairs were hosted via Zoom.



## ESPORTS ROCKET LEAGUE, RAINBOW 6 SIEGE VARSITY TEAMS CHAMPIONS



*Rocket League Varsity Team*



*Rainbow 6 Siege Varsity Team*

Akron won the inaugural MAC Esports Rocket League Championship, besting teams from Kent State, Ohio University, University of Toledo, Western Michigan, University at Buffalo, Ball State, Miami University (Ohio), Central Michigan, Bowling Green State University, and Northern Illinois. Upon winning the CollegiateR6 Tournament, Akron’s Varsity Rainbow 6 Siege team continues to dominate all competition with their eighth straight title.

## “GEAR UP BOX” - A ZIPS WELCOME TO CONFIRMED STUDENTS THAT LASTS ALL SUMMER

Admissions, University Communications and Marketing, and New Student Orientation have been working collaboratively to design a “Gear Up” box for confirmed students. Within the box, new students receive a welcome message, a map to their New Roo Experience, a New Roo To-Do List to review and check off throughout the summer, their Class of 2025 t-shirt voucher, and UA gear to prepare for their exciting start this fall. Beginning April 5<sup>th</sup>, these boxes will begin to be mailed to newly confirmed students and will continue to be mailed throughout the summer on a bi-weekly basis.

## SRWS, RED CROSS CONDUCT EMERGENCY MANAGEMENT TRAINING

SRWS Outdoor Adventure and Aquatic programs hosted the first Emergency Management in Remote Settings blended-style Red Cross Wilderness and Remote First Aid class. Throughout the two-day session, four scenarios were conducted for two separate groups. These scenarios included unsafe scene, fall victim, multi-trauma victim, and water rescue/hypothermia and allowed the participants to get hands-on practice with patient assessment and care.





## SRWS SEES “HEALTHY” ACTIVITY



Student Recreation and Wellness Services worked with the Zips Programming Network and Undergraduate Student Government on planning a collaborative new wellness incentive program for students during the spring semester. This program encouraged physical activity throughout the 10-week program. ZPN provided rewards/incentive while SRWS will provide programming along with tracking features in the new MyWellness App to help create programs and challenges for students.

## LAUNCH TO GRADUATION, GRADUATE SCHOOL FAIR HELD VIRTUALLY



The College of Arts and Sciences, College of Business Administration, and College of Health and Human Sciences held Virtual Launch to Graduation events with 117 students in attendance across the three events. These events were intended for seniors



Graduate programs at The University of Akron participated in the UA Virtual Graduate School Fair. Graduate programs met with students to educate them on their program and application process.

graduating in Spring 2021, Summer 2021, and December 2021 to talk with Career Services, Academic Advising, Office of the Registrar, Student Accounts and the Graduate School to ensure they are ready for their upcoming graduation.

## ESPORTS PHILANTHROPY

Akron Esports hosted an eight-team invitational in partnership with the National MS Society March 13. Akron’s Rocket League team ended up winning the event that also had partnership giveaways from Corsair and MSI. Additionally, Esports raised funds to purchase a portable video game kiosk for patients at Akron Children’s Hospital.



## ESPORTS LEADER AWARDED FELLOWSHIP



Tyler Oswald, an Esports leader, was selected to be a BroadcastHERAcademy Fellow, sponsored by 1,000 Dreams Fund, to offer women in Esports and gaming an inside look at the industry.

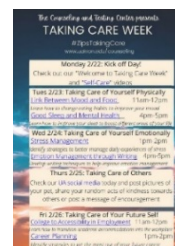


## OFFICE OF FRATERNITY AND SORORITY LIFE PROVIDE MENTAL HEALTH TRAINING

On Monday, March 1, the Office of Fraternity and Sorority Life Office hosted Zach Westerbeck for Collegiate Issues. Zach provided a one-hour training to 21 health and safety officers from the fraternity and sorority life community. This training provided students with ways to destigmatize and normalize talking about mental health and helped students develop “brain health obsessed” mentality and leadership style. Zach educated students on the various signs and symptoms of anxiety, depression and suicide, while helping them to develop skills to effectively and safely communicate with members to encourage and support seeking professional help. Following this program, the keynote program *Mental Health: Smashing the Stigma and Freeing those Suffering in Silence* Zach shared his own personal struggles with mental health while encouraging students to smash the stigma, be open about their struggles, and understand how, when and where to seek help. 383 students attended the program virtually via Zoom. From the post-event assessment, the participants strongly agreed to agreed that as a result of the program they know signs/symptoms of anxiety, depression, and help seeking behaviors.

## TAKING CARE WEEK

The Counseling and Testing Center hosted virtual Taking Care Week events the week of February 22-26. Events included interactive workshops on the importance of nutrition and sleep upon mental health, stress management, and the impact of accessibility accommodations in the workplace. The UA community also greatly enjoyed posting pictures of their pets and messages of encouragement to others through UA social media.



## FALL COURSE REGISTRATION UNDERWAY

March 15 marked the beginning of the University Registrar’s Registration Campaign for the Summer 2021 and Fall 2021 terms. In recognition of the fact that most students continue to interact with university personnel by virtual means during the current semester, the campaign has been designed to meet students in these spaces. In addition to standard informational messaging by email messages and mobile app push notifications, staff is collaborating with University Communications & Marketing to engage students with static messaging and interactive Q&A sessions across various social media platforms.

## WE RISE TOGETHER

We Rise Together, a collaboration with the Office of New Student Orientation, Admissions, Financial Aid, and Residence Life and Housing, continues to reach out to students who have been impacted by COVID-19 but still wish to attend UA (fall 2020, Spring 2021, or fall 2021) through an online survey. For fall 2021, 108 new students (freshman, transfer, or adult) have identified recent financial hardship with paying their confirmation fee. The Office of New Student Orientation contacts these students to confirm a student’s intent to enroll and assist with the confirmation fee.

## ZIPASSIST CONTINUES TO RESPOND TO STUDENT NEEDS

- As of March 21, 2021, ZipAssist has assisted over 6,400 UA students with emergency aid. ZipAssist, Student Accounts, Student Financial Aid, and Accounts Payable lead the disbursement of funds, including application, review of eligibility, and facilitation of payments.
- The Help-A-Zip Referral Program provides an early alert system where students, faculty, and staff can outreach for assistance, resources, and additional guidance on behalf of a Zip. Since the beginning of classes (January 2021), over 600 referrals have been submitted to ZipAssist – a 68% increase in referrals during the same period in Fall 2019.
- In response to COVID-19, the Campus Cupboard program has remained a support mechanism available to all enrolled students. ZipAssist has fulfilled over 120 requests for Zips Care Packages [pre-bagged groceries] Since January 2021. Of these requests, 72% of the students continued support to offset

expenses by working directly with a ZipAssist staff member. Zips Care Packages include full-size hygiene products, fresh/frozen items, and non-perishable items.

## SPRING COMES TO JEAN HOWER TABER STUDENT UNION



Beginning on March 10<sup>th</sup>, the JHTSU began to open the doors to the outdoor balconies on the second floor behind the indoor dining area. The union will open the doors daily, weather permitting with no rain and above 50 degrees. Beginning on March 10<sup>th</sup>, the JHTSU placed Adirondack chairs in the green space outside of the union. 20 chairs total were placed in the grass areas on the south side of the union near the soccer field as well as around the Coleman Commons.

## UNDERGRADUATE STUDENT GOVERNMENT

Highlights of USG activity throughout this spring semester include hosting a ½ day retreat for all members that included external speakers that challenged members to think about what diversity and inclusion looks like as well as unlocking the secrets to successful and purposeful leadership. The judicial branch developed the general elections rules and timeline for Senate positions and the President/Vice President ticket. Voting occurs March 29-April 1 with results being announced April 2. The judicial branch also welcomed two associate justices. The executive branch has represented USG in several forums throughout campus, led the Mental Health Task Force initiative within USG, launched an Equity Challenge and led a shopping trip to the local Costco for the benefit of the Campus Cupboard while spearheading the student board of trustee selection process.

## RLH CO-CURRICULAR AWARDS, PROGRAMS, ACTIVITIES

### AWARDS

- At the 2021 NACA Mid America Awards Ceremony on February 18, The University of Akron received the following awards: 2021 Outstanding Undergraduate Student Leader Award—Sienna McArthur, 2021 Virtual Programming Award—7:17 Series.
- At the 2021 CAACURH Regional Business Conference on February 19 – 20, The University of Akron received the following awards: Silver Pin—Tiffany Schmidt (Highest Regional Honor; only eight given), Cougar Pride Pin—Luke Trese, Most Spirited Delegation.

### PROGRAMS

- On February 3 Sigma Lambda sponsored its second UA Leads program with Jenny Fowler from the Ronald McDonald House. There were 60 in attendance.
- On February 8 Sigma Lambda sponsored its third UA Leads program with Kevin Smith from the College of Business Administration. There were 69 in attendance.
- On February 11 as part of APCA's Virtual Pivot Programming Series, Sienna McArthur (RHPB President) and BreAnna Piorkowski (RHPB Major Events Chair) presented an educational session on UA's Emerging Leader Training, which won the 2020 APCA Leadership Training Award. There were 55 in attendance.
- On February 15 RHPB and RHC co-sponsored Comedian Justin Ruppel at 9:09 PM. There were 90 in attendance.
- On March 3 RHPB and RHC co-sponsored spoken word artist Lady Caress at 7:17 PM Virtual. There were 90 at the performance. This was the fourth program during UA LEADS and also part of Rethinking Race and Women's History Month.
- On March 8 Sigma Lambda sponsored the fifth and final program of the 2021 UA Leads Series. It featured a Panel Discussion with UA Senior students. There were 57 in attendance. The UA Series this year had a total attendance of 338 people for the five events with an average of 68 people/event.
- Since July 2020 there have been 133 programs with a total attendance of 15,377.

## ZIPS PROGRAMMING NETWORK

ZPN has planned and implemented 17 events with a total attendance of over 1,300 engaged students since the beginning of the Spring semester. ZPN appreciates the collaborative relationships with partner campus organizations and departments, including Undergraduate Student Government, Chinese Student Association, Campus Programs, and Student Recreation and Wellness Services. Highlights include Super Bowl party, virtual student organization fair, Cupcake Wars, Replay for Kids, and Spirit Day activities. ZPN's most popular type of event would be the grab and go kits. These kits allow for students who may not be comfortable attending an in-person or virtual event to engage and be a part of the campus community. These free kits also allow for students to be creative and try something new. Spring grab and go kits have included macramé, charcuterie boards, coloring pages, calligraphy, stuff a critter, and a spirit day keychain. ZPN is excited to wrap up the semester with the following events: a cornhole tournament, reverse murder mystery, succulents, planter painting, Sexual Assault Awareness Month bingo, and aromatherapy kits for finals week.

## ZIPS RIFLE CLUB WINS CHAMPIONSHIP

The Zips Rifle Club hosted the first club sports event since the March 2020. This event met all campus COVID protocols. The Western Intercollegiate Rifle Conference Championship took place on Feb 19 - 21, 2021 at Schrank Hall Shooting Range. Liberty University, Georgia Military College and Hillsdale College participated in the championship event. While coming in second in a couple events, Akron managed to win the overall and took home the 1st place Ranta Trophy! The Zips Rifle Club received approval to travel to Fort Wayne, IN to defend their National Championship title that eluded them in 2020. They hope to bring home a fourth National title over the weekend of April 9-11.



## STUDENT HEALTH SERVICES



Campus surveillance testing with rapid PCR testing remains available through CVS in the Honors Complex. As the University of Akron plans for increasing face-to-face classes and socialization efforts for Summer and Fall 2021, having vaccinated students, faculty, and staff is one of the best possible interventions to allow for maximum harm reduction associated with COVID-19. Advantages to having the vaccine include protection for the individual and those they encounter, vaccine safety, high rates of effectiveness with the vaccine, and vaccines do play a role in ending the pandemic.

Having a vaccinated campus community will also play a large role in the COVID-19 testing and contact tracing efforts on campus. To support COVID-19 vaccination initiatives and to combat vaccine hesitancy Lisa Ritenour, MSN, FNP-BC, Director of Student Health Services, and Committee Member at Large for Ohio College Health Association is collaborating with Ohio College Health Association Executive Board members, American College Health Foundation, and American College Health Association to present a statewide workshop looking at best practices to educate, motivate and vaccinate Ohio Institutions of Higher Education. The workshop is planned to take place this summer.

Rules Committee

April 21, 2021  
Board Meeting  
  
Presiding:  
Alfred V. Ciraldo, M.D.

1	*Revisions to University Rule 3359-1-02, Officers of the Board and Their Duties
2	*Revisions to University Rule 3359-2-01.1, Deans of the Degree-Granting and Professional Colleges and Schools
3	*Revisions to University Rule 3359-2-02, Organization of Instruction
4	*Revisions to 3359-10-02, The University of Akron Bylaws of the Faculty Senate
5	*Revision to 3359-22-01, Contract Professional Information
6	*Revision to 3359-60-06, Graduate Student Classification
*	CONSENT AGENDA: ITEMS 1, 2, 3, 4, 5, 6



Office of the Vice President &  
General Counsel

DATE: April 12, 2021

TO: John M. Wiencek, Ph. D.  
Executive Vice President and Provost

FROM: John J. Reilly  
Associate Vice President and Deputy General Counsel  
Assistant Secretary, Board of Trustees

RE: **Summary of Rules Committee Agenda Items for April 2021**

The Board of Trustees will be asked to consider revisions to the following Rules at its Rules Committee meeting on April 16 and at the regular meeting of the Board of Trustees on April 21, 2021:

1. **O.A.C. 3359-1-02 Officers of the Board**

The proposed revisions to this Rule were previously discussed with the Board of Trustees and will reduce the number of Vice Chairpersons from two Vice Chairpersons to one Vice Chairperson.

2. **O.A.C. 3359-2-01.1 Deans of the Degree-Granting and Professional Colleges and Schools**

The proposed revisions to this Rule update the name of the Honors College and update the title of the Executive Vice President and Provost.

3. **O.A.C. 3359-2-02 Organization of Instruction**

The proposed revisions to this Rule update the recent name changes of colleges and schools, including those contained in The University of Akron Board of Trustees' Resolutions 5-1-20 and 2-9-21, and update the title of the Executive Vice President and Provost.

4. **O.A.C. 3359-10-02 The University of Akron Bylaws of the Faculty Senate**

The proposed revisions to this Rule were approved by the Faculty Senate at the March 4, 2021 meeting and have been accepted by the President. Revisions also update the title of the Executive Vice President and Provost.

John M. Wiencek, Ph.D.  
April 12, 2021  
Page 2

5. **O.A.C. 3359-22-01 Contract Professional Information**

The proposed revision to this Rule removes the language pertaining to contract professional employees receiving a certificate or letter of appointment at the time of appointment. This change aligns the Rule with the language of the new Collective Bargaining Agreement with the Akron-AAUP, which removed the administration of Certificates of Appointment for faculty.

6. **O.A.C. 3359-60-06 Graduate Student Classification**

The proposed revision to this Rule updates the name change of the College of Business Administration to the College of Business, which was specifically approved at the February 4, 2021 Faculty Senate meeting and has been accepted by the President.

Please let me know if you have any questions or if I can be of further assistance.

c: Dr. Gary L. Miller  
Paula Neugebauer

### 3359-1-02 Officers of the board and their duties.

#### (A) Officers.

The officers of the board shall be a chairperson and ~~two~~ a vice ~~chairpersons~~ chairperson, who shall be members of the board, a secretary of the board, and an assistant secretary who need not be members of the board. The nominating committee shall meet annually in May, so that its report and recommendations may be voted upon at the board's regular meeting in June annually. The officers shall be elected at the board's regular meeting in June and shall take office at the first regular meeting of the board in each fiscal year beginning the first of July and shall serve until their successors are elected.

#### (B) Duties of officers.

The duties of the officers of the board shall be as follows:

##### (1) Chairperson.

- (a) The chairperson shall preside at all meetings of the board and shall decide all questions of order. It shall be the chairperson's duty to see that the bylaws of the board are complied with; that the duties of the executive officers of the university, as prescribed in the regulations of the board, are followed; and that the resolutions and documents of the board are properly executed. The chairperson shall be an ex-officio member of all committees of the board.
- (b) The chairperson shall, for and on behalf of the university and the board, sign instruments, contracts, minutes, resolutions, diplomas, and other documents authorized by the board, or authorize the president of the university or the secretary to so act in the chairperson's behalf.
- (c) The chairperson shall perform such other duties as these bylaws shall hereinafter prescribe or as may be, from time to time, delegated to the chairperson by the board.

##### (2) Vice ~~chairpersons~~ chairperson.

During the absence or incapacitation of the chairperson, ~~a~~ the vice chairperson ~~designated by the chairperson~~ shall be invested with the powers and discharge the duties of the chairperson. ~~Should the chairperson fail or be unable to make a designation, the vice chairperson with the most seniority as vice chairperson shall act as chairperson during the chairperson's absence or incapacitation. Should both vice chairpersons have equal seniority as vice chairpersons, the vice chairperson with the most seniority as a board member shall act as chairperson.~~

(3) Secretary and assistant secretary.

- (a) The secretary and assistant secretary, as officers of the board, shall be the custodians of the seal of the university of Akron, of all records, books, deeds, contracts, documents and papers of the board. The secretary or assistant secretary shall attest by signing all instruments, contracts, diplomas, certificates, and other documents executed on behalf and in the name of the university and the board by the chairperson of the board and/or the president of the university, and shall have contract authority with respect to the execution of contracts as authorized by the board of trustees or as provided in the rules of the board of trustees.
- (b) The secretary and assistant secretary shall attend all meetings of the board and committees of the board and shall keep accurate and complete records of minutes of said meetings in a manner consistent with the requirements of Ohio law respecting the records of public meetings. In implementing this requirement with respect to regular or special meetings of the board, such meetings shall be mechanically recorded and thereafter reduced to writing with the aid and benefit of such recordings. The written minutes shall be submitted for formal approval by the board of trustees to ensure that such minutes are accurate and complete in memorializing the proceedings, decisions, and actions of the board in such meetings. Upon approval of the minutes by the board of trustees, the mechanical recordings shall no longer be required to be kept.

Minutes of the meetings of committees of the board shall also be mechanically recorded, but inasmuch as committees of the board are not authorized to act on behalf of the board of trustees, such mechanical recordings shall constitute the complete record of minutes of said meetings, without the necessity of being reduced to writing or otherwise require formal approval by the respective committee. However, in the event such committee meeting minutes are reduced to writing, then such minutes shall constitute the complete record of minutes of said committee meeting without the necessity of retention of the mechanical recording of such meeting. Such recordings shall be kept according to the applicable records retention schedule. The secretary or assistant secretary shall, prior to consideration by the board of approval of the record of any meeting, transmit by mail or deliver to each member a copy of the written record of the regular or special meeting and shall give notice to the members of the board and to the president of the university of all meetings of the board, both regular or special; and, when requested by the chairperson of any committee of the board, shall give notice of the meeting of such committee to the members thereof.

- (c) When elected thereto by the board, the secretary and assistant secretary may, if not a member of the board, occupy an administrative position in the university, in addition to being an officer of the board. Otherwise, the secretary and assistant secretary, when elected thereto by the board, shall be made an



unclassified contract professional employee of the university and shall hold office and be employed thereafter at the sole discretion of the board, and pursuant to terms and conditions established by the board. The secretary and assistant secretary shall report directly to the board through the chairperson of the board, and shall work in close cooperation and coordination with the president. This reporting arrangement shall not preclude the right of trustees and the secretary and assistant secretary to communicate directly with the other at any time on all matters the board, individual trustees, or chairperson shall require.

- (d) The secretary and assistant secretary shall provide for a system of filing university rules in compliance with Chapter 111. of the Revised Code. The secretary and assistant secretary shall only file those rules properly promulgated by the board of trustees and the faculty senate, in accordance with the bylaws and regulations of the board of trustees. The secretary and assistant secretary, at the direction of the vice president and general counsel, shall be authorized to make such changes to university rules as are necessary to comply with the requirements of law, rule filing requirements by the secretary of state or other legislative agency, provide for consistency in related rules, and avoid duplication and unintended consequences of grammatical or other stylistic provisions in the rules.
- (e) The secretary or assistant secretary shall receive and respond to routine correspondence, inquiries, and requests to the board of trustees, with the copies thereof to the chairperson. The secretary or assistant secretary shall receive all transmittals to the members of the board of trustees and shall be responsible for providing copies of same to individual board members. Proposals from faculty and staff, either as a group or as individuals, shall be referred to the president pursuant to paragraph (B) of rule 3359-1-05 of the Administrative Code, with a copy thereof to the chairperson. Requests to address the board or any committee of the board shall not normally be considered unless submitted in writing to the secretary or assistant secretary at least two weeks prior to any regularly scheduled meeting. Such requests shall include information requested by the secretary, including, but not limited to, the purpose of the request and a summary of the topic to be addressed. The chairperson of the board, in consultation with the chairperson of any committee of the board, as appropriate, shall, for and on behalf of the board or committee, determine if and when the matter should be scheduled upon the agenda of the board or committee of the board. In the event the chairperson determines not to schedule the matter on the agenda of the board or committee of the board, the chairperson shall direct the secretary or assistant secretary to provide notice of such request to members of the board for their information.
- (f) The secretary or assistant secretary shall confer with each member of the board of trustees concerning the procedure each trustee prefers regarding receipt of anonymous transmittals. Individual trustees may direct the secretary or assistant

secretary in writing to retain their copies of anonymous transmittals for reference in the board office. Otherwise, the secretary or assistant secretary shall forward such transmittals by regular mail or personal delivery. Such transmittals shall not be delivered by facsimile copy.

- (g) ~~—~~The assistant secretary shall assist the secretary in the execution of duties outlined in these rules for the secretary, and shall substitute in the secretary's absence.
- (h) The responsibilities of the secretary and assistant secretary shall be assigned by the chairperson of the board and shall include, but not be limited to, the daily management of the board office and operations, direct oversight of board communications, coordination of trustee development and strategic planning initiatives as directed by the chairperson of the board or committee chairs, serve as board liaison in connection with major university initiatives and with campus, community, governmental, or other constituencies as directed by the chairperson of the board.
- (i) The assistant secretary shall assist members of the board as they may request in carrying out their fiduciary duties to the board.

Effective: 8/24/2015

Certification: Paul A. Herold M. Celeste Cook  
Secretary  
Board of Trustees

Promulgated Under: 111.15

Statutory Authority: 3359.01

Rule Amplifies: 3359.01

Prior Effective Dates: 11/04/77, 02/16/87, 11/20/89, 07/20/90, 09/30/93, 12/23/95, 08/09/96, 09/28/97, 11/24/01, 12/02/04, 06/25/07, 05/23/10, 04/11/11, 10/06/11, 01/31/15, 8/24/2015

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Revisions to University Rule 3359-1-02  
Officers of the Board and Their Duties

BE IT RESOLVED, That the recommendation presented by the Rules Committee on April 21, 2021 to revise Rule 3359-1-02, be approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

### **3359-2-01.1 Deans of the degree-granting and professional colleges and schools.**

#### **(A) Deans of the degree-granting and professional colleges and schools.**

- (1) Each dean of a degree-granting college or school shall be appointed by the board upon recommendation of the president, shall be responsible to the president through the ~~senior~~executive vice president and provost and shall hold office at the discretion of the president.
- (2) The dean shall be the administrative head of the respective college or school and shall be charged with the general supervision of all its interests, in accordance with the directions, policies and rules established by the board, the president, and the ~~senior~~executive vice president and provost and in accordance with the applicable provisions of collective bargaining agreements and the approved actions of the faculty senate and the college or school faculty.
- (3) Responsibilities of the dean shall include, but not be limited to:
  - (a) Attending to organizational matters by presiding over meetings of the college or school faculty; recommending members to standing and special committees; recommending nominees for division heads, department chairs, and staff to the ~~senior~~executive vice president and provost; presenting policies for consideration by the faculty; and administering University policies, rules and regulations.
  - (b) Providing program leadership in developing college or school goals, priorities, initiatives, and strategies that align with the goals, priorities, initiatives, and strategies of the university. Facilitating the development of and monitoring the status of goals, priorities, accomplishments, and needs of each department within the college or school.
  - (c) Developing resources for the college or school by assisting in securing gifts and grants, and by developing an annual budget request. Responsibly managing the operating, capital, and personnel budget of the college or school.
  - (d) Impacting the college's or school's major programs by enabling quality teaching, research, and service with an appropriate balance.
  - (e) Enhancing student success and the well-being of students by supervising enrollment management and students' progress and education.
  - (f) Initiating and facilitating the engagement of the college or school units with other campus units and with the community.

(g) Performing such other duties as designated by the president or the senior vice president and provost and as outlined in other university rules.

(B) Dean, graduate school.

(1) The dean of the graduate school shall be appointed by the board upon recommendation of the president and may also hold the title of vice president for research. The vice president for research and dean of the graduate school shall hold office at the discretion of the president and shall be responsible to the president, who shall consult with the ~~senior~~executive vice president and provost on matters relating to the dean. The authority and duties of the vice president for research and dean of the graduate school are included in but not limited by rule 3359-02-10 of the Administrative Code.

(C) Dean, university libraries.

(1) The dean, university libraries shall be appointed by the board upon recommendation of the president, shall be responsible to the president through the ~~senior~~executive vice president and provost, and shall hold office at the discretion of the president.

(2) The dean, university libraries shall be the administrative head of the university libraries and shall be charged with the general supervision of all its interests in accordance with university policies and regulations.

(3) Responsibilities of the dean shall include:

(a) Attending to organizational matters presiding over meetings of the libraries faculty and/or staff; facilitating the consideration of policies and practices; and administering university policies, rules and regulations.

(b) Providing leadership in developing the libraries' goals, priorities, initiatives, and strategies that align with the goals, priorities, initiatives, and strategies of the university and monitoring the status of goals, priorities, needs, and accomplishments.

(c) Facilitating the integration of traditional and digital content, the continuous improvement of library services, and the development of technology-enabled services for the benefit of the university community.

(d) Facilitating and fostering cooperative and consortial relationships (for example, OhioLINK) for the benefit of the university community.

- (e) Developing resources for the libraries by preparing and recommending priorities-driven budget requirements and by assisting in securing gifts and grants.
  - (f) Initiating and facilitating the engagement of the libraries with other campus units and with the community.
  - (4) The dean, university libraries shall assist the ~~senior~~executive vice president and provost by performing other duties as may be assigned.
- (D) Dean, ~~honors college~~ "[The Drs. Gary B. and Pamela S. Williams Honors College.](#)"
- (1) The dean of the [Williams](#) honors college shall be appointed by the board upon recommendation of the president and shall be responsible to the president through the ~~senior~~executive vice president and provost. The dean shall hold office at the discretion of the president.
  - (2) The dean shall be the administrative head of the [Williams](#) honors college, paying close attention to the advice of the honors council and shall be charged with the general supervision of all its interests, in accordance with the policies and rules established by the board, the president, and the faculty senate.
  - (3) In addition to performing the duties of the dean of a college (paragraph (A) of this rule) which are applicable to the college, the dean shall work closely with all administrators at the university who award scholarships to new students or who make enrollment strategies based on scholarship decisions. In addition, because of the close connections of the dean to honors students, in residential housing, the dean will work closely with officials in the department of residence life and housing in regards to honors student housing.
  - (4) The dean of the [Williams](#) honors college shall assist the ~~senior~~executive vice president and provost by performing those duties as may be assigned.

Replaces: 3359-2-01.1

Effective: ~~02/01/2015~~

Certification: \_\_\_\_\_  
~~Fed A. Mallo~~ M. Celeste Cook  
Secretary  
Board of Trustees

Promulgated Under: 111.15

Statutory Authority: 3359.01

Rule Amplifies: 3359.01

Prior Effective Dates: 11/04/77, 12/31/86, 12/22/89, 07/20/90, 05/22/91,  
09/21/95, 12/23/95, 04/28/97, 11/24/01, 04/11/03,  
05/23/03, 09/05/2003, 06/25/07, 02/11/08, 5/05/08,  
10/22/10, 02/14/13, 02/01/2015

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Revisions to University Rule 3359-2-01.1  
Deans of the Degree-Granting and Professional  
Colleges and Schools

BE IT RESOLVED, That the recommendation presented by the Rules Committee on April 21, 2021 to revise Rule 3359-2-01.1, be approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021



## 3359-2-02 Organization of instruction.

### (A) University organization.

(1) The university of Akron is a state university operating under the laws of the state of Ohio. It comprises the following colleges and schools of instruction:

~~(a)~~ ~~(a)~~ ~~College of applied science and technology.~~

~~(b)~~ ~~(a)~~ Buchtel college of arts and sciences.

~~(e)~~ ~~(b)~~ College of engineering and polymer science.

~~(d)~~ ~~(c)~~ "The LeBron James Family Foundation ~~College~~ School of Education."

~~(e)~~ ~~(d)~~ College of business ~~administration.~~

~~(f)~~ ~~(e)~~ School of law.

~~(g)~~ ~~(g)~~ ~~College of polymer science and polymer engineering.~~

~~(h)~~ ~~(f)~~ Graduate school.

~~(i)~~ ~~Wayne college.~~

~~(j)~~ ~~(g)~~ "The Dr. Gary B. and Pamela S. Williams Honors college. ~~College.~~"

~~(k)~~ ~~(h)~~ College of health ~~professions~~ and human sciences.

(2) Additional colleges, schools, or departments may be established, altered, or abolished by the board upon recommendation of the president.

(3) From time to time, temporary units of administration or programs may be established, altered, or abolished by the board upon recommendation of the president. The operations of such units and employment of personnel within such units shall be temporary, with primary funding therefore provided from external sources, including without limitation the salaries and benefits of employees in such units, costs of equipment, services and supplies, and other ancillary costs of operation. In addition to funding from external sources, the university may provide such units with "in-kind" support in the form of space or other university resources as recommended by the president and approved by the board.

Such units and employees shall be subject to all applicable state and federal laws and all university rules as set forth in 3359 of the Administrative Code in the same manner as regular university units and employees, including but not limited to applicable provisions of Ohio's ethics laws affecting public employees.

Subject to the prior approval of the president, such units shall be authorized to engage volunteers or others in activities on behalf of the unit and the university of Akron. In addition to the volunteer protection laws of Ohio (sections 2305.38, 2305.381, 5502.30, 2305.234, 2305.23, and 2305.231 of the Revised Code) the university may also provide insurance coverage against loss or liability that arises or is claimed to have arisen from acts or omissions while acting with the scope of their employment or official responsibilities or while engaged in activities at the request or direction, or for the benefit of the university of Akron or said unit.

(B) University faculty, contract professionals.

- (1) The university faculty shall consist of the president of the university, who shall be its presiding officer, the vice presidents, the deans, all persons giving instruction for college credit in the university, librarians, and such members of the administrative staff and contract professionals as may be appointed thereto by the board upon recommendation of the president. Voting power within the academic units shall be defined by the rules and bylaws of those units except when defined by university-wide rules and bylaws.
- (2) Contract professionals, designated as either instructional professional staff, or administrative professional staff, are full-time professional personnel of the university to whom the board, on recommendation of the administration, grants recognition and benefits.

(C) College faculties.

- (1) Each degree-granting college shall be governed, subject to the rules of the board and the faculty senate, by a faculty consisting of the president of the university, the ~~senior executive~~ vice president and provost ~~and chief operating officer~~, its dean, and its full-time distinguished professors, professors, associate professors, assistant professors, instructors, and college lecturers.
- (2) The functions of the faculty of a college shall be to prepare and recommend to the faculty senate curricula and courses for the college, changes in departmental or school organization, requirements for admission to and graduation from the college, and candidates for degrees and certificates. The faculty shall encourage the improvement of teaching and scholarship. The faculty shall meet at stated times or upon the call of the president or dean.
- (3) Colleges may from time to time retain auxiliary faculty as part-time faculty members with the rank of assistant lecturer, associate lecturer, senior lecturer, or special lecturer. Further, they may also retain auxiliary faculty with the titles of adjunct faculty or visiting faculty.

(D) Graduate faculty.

- (1) The graduate faculty shall consist of the president of the university, the ~~senior executive~~ vice president and provost ~~and chief operating officer~~, the vice president for research and dean of the graduate school, and the assistant/associate dean of the graduate school, deans of colleges offering graduate programs, the chairs of departments or schools offering graduate programs, distinguished professors, and other faculty members holding graduate faculty status as determined according to the bylaws of the graduate faculty.
- (2) The graduate faculty shall meet at regular or special meetings on call of the president or vice president for research and dean of the graduate school or on petition of at least ten members.
- (3) The graduate faculty shall encourage and contribute to the advancement of knowledge through instruction and research of highest quality, and foster a spirit of inquiry and a high value on scholarship throughout the university. Among its duties are to: develop curricula leading to appropriate graduate degrees; participate in research, publication, and professional societies; recruit, encourage, and supervise superior students in their graduate education; conduct graduate classes and seminars that stimulate creativity, independent thought, and scholarly attitudes and performance; serve on supporting committees, as needed; supervise student research, and direct theses and dissertations; help develop a graduate library appropriate to a sound graduate program; elect the members of the graduate council (the executive committee of the graduate faculty), and if elected to the council serve in the best interests of the graduate faculty and the graduate school; advise in the selection of the dean of the graduate school.

(E) Departmental\school staff.

The departmental\school staff is composed of all faculty members teaching subjects of instruction allocated to the department\school. The chair/director of the department\school who is appointed by the board upon recommendation of the dean of the college, ~~senior executive~~ vice president and provost ~~and chief operating officer~~, and president, and holds office at the discretion of the president, shall be the administrative head of the department\school. The functions of the departmental\school staff shall be to prepare and recommend to the college or department\school curricula for the department\school, any changes in the curricula or courses, requirements for admission, and standards of academic achievement for graduation from the college or department\school; to prepare an annual strategic planning update; and to encourage the improvement of teaching and scholarship within the department\school in accordance with the rules of the board of trustees.

Replaces: 3359-2-02

Effective: ~~11/16/2015~~

Certification: \_\_\_\_\_  
~~Fed A. Mallo~~ M. Celeste Cook  
Secretary  
Board of Trustees

Promulgated Under: 111.15

Statutory Authority: 3345.31

Rule Amplifies: 3359.01

Prior Effective Dates: 11/04/77, 11/27/79, 01/30/87, 12/22/89, 07/20/90,  
11/16/90, 05/22/91, 09/21/95, 04/28/97, 11/24/01,  
09/20/02, 06/25/07, 01/19/09, 07/05/10, 05/22/11,  
11/12/11, 02/14/13, 06/27/14, 02/01/2015,  
11/16/2015

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Revisions to University Rule 3359-2-02  
Organization of Instruction

BE IT RESOLVED, That the recommendation presented by the Rules Committee on April 21, 2021 to revise Rule 3359-2-02, be approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**3359-10-02 The university of Akron bylaws of the faculty senate.**

- (A) Name. The name of this body is the faculty senate of the university of Akron.
- (B) Duties. As delegated by the board of trustees of the university, the faculty senate is the legislative body of the faculty regarding its academic mission and is empowered to:
- (1) Formulate suitable rules, requirements, and procedures for the admission, government, management, and control of the students, courses of study, granting of degrees and certificates, and other internal affairs of the institution necessary to meet the objectives of the university, subject to the approval of the board of trustees, in accordance with the established policies of the board.
  - (2) Review and offer recommendations concerning proposals for the creation, abolition, or rearrangement of colleges, departments, schools, or divisions of instruction, proposals from university-wide committees, and such other matters as may be referred to the senate by the president of the university. Such proposals shall be forwarded to the executive committee for inclusion on the agenda of senate meetings.
  - (3) University-wide committees ~~which are created by the senate;~~ shall report to the senate unless otherwise indicated by the senate; ~~other university wide committees shall report to the parties or body creating them and shall file an information copy of such report with the executive committee, except that the president's advisory committee, the provost's advisory committee, appropriate grievance committee, committees dealing with personnel matters, and other committees where the president of the university determines sensitivity is required shall not file such information reports with the senate. The executive committee will include the report on the agenda of the senate meetings.~~
    - (a) Committee recommendations for senate action shall be distributed to the members of the senate at least seven days before the senate meeting at which the recommendation is to be considered. All messages shall include a statement of the rationale for the recommendation.
    - (b) No committee recommendation that was not distributed in accordance with the foregoing requirement shall be considered by the senate unless the senate consents to its consideration by majority vote.
  - (4) All legislation introduced in the faculty senate shall be designated as such; and if passed, shall be forwarded to the president. Within forty-five days of receipt of the legislation, the president shall:
    - (a) Forward the legislation to the board of trustees, or
    - (b) Forward the legislation to the appropriate vice president; or

- (c) Put the legislation into effect if the president deems it unnecessary to send the matter to the board, or
  - (d) Disapprove and return the legislation to the senate with explanation for the president's rejection; and
  - (e) Notify the senate of the disposition of the legislation, indicating whether the legislation has been approved, referred to the board of trustees, referred to the appropriate vice president, or returned to the senate for reconsideration or amendment. In the event that the president refers legislation to the board of trustees, the president shall notify the faculty senate of the board of trustees' eventual disposition of the legislation.
- (5) The senate shall elect a representative to the Ohio faculty council, who serves in that capacity along with the chair of the senate.
- (a) Senate members who are full-time teaching members of the faculties of the colleges are electors of the senate representative. Any full-time faculty member may be elected.
  - (b) The election shall be conducted by secret ballot.
  - (c) The representative shall be elected at the May meeting of the senate. The term of office shall be for two years. There shall be no limit on the number of terms a person may serve.
  - (d) The representative, if not already a member of the senate, shall become an ex-officio, non-voting member.
- (C) Officers and executive committee.
- (1) Officers. The faculty senate shall elect a chair, vice chair, and secretary biennially from among the membership of the faculty senate. The election shall be by majority vote using a secret ballot. Except for the ex-chair serving pursuant to paragraph (C)(2) of this rule, members of the executive committee shall serve for two years.
  - (2) Duties of the chair. The chair of the senate presides over regular meetings of the senate, calls special meetings of the faculty senate, acts as or designates the official spokesperson for the faculty senate in all of its external communications, serves on the Ohio faculty council, administers the budget of the senate, serves as chairperson of the executive committee of the senate, forwards to the president all legislation and recommendations passed by the senate, supervises (jointly with the secretary) the clerical staff of the senate, and undertakes such tasks as are directed by the senate. Upon the expiration of the chair's term of office, the ex-chair shall for one year be a voting member ex officio of the senate if he or she otherwise would not be a member. During that period, the ex-chair shall also be a voting member ex officio of the executive committee.

- (3) Duties of the vice chair. Assists the chair in such ways as the latter may request; and in the absence of the chair, the vice chair presides over the meetings of the senate.
  - (4) Duties of the secretary. The secretary of the senate ~~records, transcribes, prepares and distributes posts~~ the ~~proceedings minutes~~ of the senate ~~meetings to all departments and interested members of the university;~~ assists the chair in such ways as the latter may request; has custody (jointly with the chair) of the books, records, physical facilities, and tangible property of the senate; supervises (jointly with the chair) the clerical staff of the senate; and arranges for the orderly conduct of the business of the senate. In the absence of the chair and the vice chair, the secretary presides over meetings of the senate.
  - (5) Executive committee. The chair, vice chair, secretary, and four elected members of the senate will serve as the executive committee of the senate. The executive committee of the senate will have the following responsibilities:
    - (a) Appoint members to appropriate faculty senate committees.
    - (b) Prepare the agenda for each meeting.
    - (c) Serve as an advisory committee to the ~~senior~~ executive vice president and provost on governance matters affecting the academic mission of the university.
    - (d) Ensure that the business of permanent and ad hoc committees is completed in a timely fashion.
    - (e) Bring matters to the senate or assign matters to committees.
    - (f) Consider any questions and complaints regarding elections of members to the senate and make recommendations concerning these complaints to the senate. The executive committee shall further certify the validity of all senate elections.
    - (g) When necessary, act on behalf of the senate during the period between the end of the spring semester and the beginning of the fall semester. Such actions shall be reported to the faculty senate for ratification at its next regular meeting.
- (D) Committee structure.
- (1) The faculty senate shall create such committees as it deems appropriate to the conduct of its business.
  - (2) The executive committee, at its discretion, may invite non-members of the senate to serve on senate committees.
  - (3) In special cases, the senate may choose to make part or all of the membership on a committee elective rather than appointed by the executive committee.



- (4) The senate committees shall yearly elect their own chairs, who, if not otherwise members of the faculty senate, shall become ex officio, non-voting members.
  - (5) For organizational purposes, the committees of the senate will have either of two forms:
    - (a) University committees, the members of which shall be elected from specified constituencies, or
    - (b) Permanent committees, the members of which shall be appointed by the executive committee of the faculty senate.
- (E) University committees.
- (1) The faculty rights and responsibilities committee ("FRRC").
    - (a) This committee shall concern itself with grievances relating to faculty assessment or evaluation, appointment, retention, tenure, and promotion. This committee shall be composed of one member from the tenured faculty of each degree-granting college, elected by its full-time faculty and one full-time faculty member from the university libraries, elected by its full-time faculty.
    - (b) For each grievance case submitted by a part-time faculty member three members of the part-time grievance pool shall be selected to be members of the faculty rights and responsibilities committee ("FRRC") for the duration of that case. These members will only participate in FRRC business involving the grievance case in question. These members will be selected by lot by the chair of the FRRC, but part-time faculty members from the same department as the grievant shall not be eligible to serve.
    - (c) A part-time faculty grievance pool shall be established by each college every fall. The pool will consist of part-time faculty members who have taught at least four semesters at the university of Akron and who have been nominated by the part-time faculty members of that college and who have subsequently confirmed to the college dean their willingness to serve.
    - (d) Any persons in an administrative position, including interim positions, at or above the decanal rank (deans, associate deans, and persons of similar rank) are ineligible to serve on the committee. Members shall serve overlapping three-year terms so that during two years, three are elected, while four are elected during the third year. The committee shall elect its own chair who, if not already a member of the faculty senate, shall become an ex-officio, non-voting member.

- (2) Graduate council. The faculty senate delegates to the graduate council operational responsibility over all matters concerning graduate education, but reserves to itself the right to take up any matters it deems necessary. All action taken by graduate council shall be reported to the senate for final approval. Graduate council shall be composed of two members of the faculty senate who have category two graduate faculty status and the elected members of the graduate council.

(F) Permanent committees.

- (1) Permanent committees of the senate shall be academic policies; curriculum review; athletics; university libraries; reference; research; student affairs; computing and communication technologies; accessibility; ~~and part-time faculty;~~ [and program review](#).
- (2) Members of the executive committee shall, in May, and after considering preferences of senate members and then non-senate members, appoint all permanent and ad hoc committees of the senate. To provide some continuity of membership for each committee, the executive committee shall appoint committee members so that, if possible, only one-third of the membership of any committee is terminated each year and members serve a three-year term. At the first meeting of each committee, the committee shall elect its chair.
- (3) ~~The following permanent committees shall have ex-officio members as indicated: athletics, the athletic director or said person's designee and the "NCAA" faculty athletics representative (appointed by the president); university libraries, the dean of university libraries or said person's designee; research, the vice president for research or said person's designee; student affairs, the associated vice president and dean of student life or said person's designee and the associate vice president of enrollment services or said person's designee; computer and communications technologies, the vice president and chief information officer or said person's designee; and curriculum review, the senior vice president and provost or said person's designee and the university registrar or said person's designee; and accessibility, the vice president for student engagement and success or said person's designee.~~ If not already a member of the senate, the chair of each permanent committee shall become an ex-officio, non-voting member for reporting purposes only. Ex-officio members [of permanent committees](#) shall be non-voting unless they are members of the senate.
- (4) Academic policies committee.
  - (a) Recommends and interprets academic policy on university-wide matters such as admission, retention, graduation, and dismissal requirements.
  - (b) Recommends changes for the improvement of the academic program of the university.

~~(c) The executive vice president and provost or said person's designee, the university registrar or said person's designee, and the chief admissions officer or said person's designee shall be ex-officio members of the academic policies committee.~~

(5) Athletics committee.

- (a) Advises faculty senate on all university activities relating to intercollegiate athletics including, but not limited to, conference affiliations and the national collegiate athletic association.
- (b) Coordinates with other faculty senate committees matters of joint concern relating to intercollegiate athletics.
- (c) Provides advice and counsel to the director of athletics concerning individual player eligibility, interpretation of policy, and other matters relating to the athletic program.
- (d) The registrar decides questions of academic eligibility of student athletes. If conflicts arise between the registrar, student athlete, and/or athletic department, the following procedures shall be made by any of the grieved parties to the athletics committee:

Upon reviewing the facts, the committee would make a recommendation to the ~~senior~~ executive vice president and provost.

- (e) Promotes academic achievement among student athletes.
- (f) ~~Reviews team game schedules, seasonal game limitations, and participation in post-season events.~~ The director of athletics or said person's designee and the "NCAA" faculty representative (appointed by the president) shall be ex-officio members of the athletics committee.

(6) University libraries committee.

- (a) Serves as an advisory group to the dean of university libraries to express the faculty will in the growth and development of the academic support which the libraries supply.
- (b) Provides the dean of university libraries with guidelines and advice on acquisitions, budget, policy, and other matters affecting academic areas.

~~(c) The dean of university libraries or said person's designee shall be an ex-officio member of the libraries committee.~~

(7) Reference committee.

Reviews legislation referred to it by faculty senate to ascertain if it is drafted properly and does not conflict with existing rules and regulations or practices.

(8) Research committee (faculty projects).

(a) Reviews research proposals submitted by faculty members.

(b) Recommends the budgeting of sums of the university's support of faculty research proposals to be funded by this committee.

(c) Establishes policies for funding proposals and guidelines for expenditures of those funded.

~~(d) The chief research officer or said person's designee shall be an ex-officio member of the research committee.~~

(9) Student affairs committee.

(a) Recommends policy, subject to approval of faculty senate, regarding the granting of scholarships, awards, grants, and loans to university students.

(b) Proposes regulations concerning all extracurricular activities (except athletics) to faculty senate.

~~(c) The dean of students or said person's designee shall be an ex-officio member of the student affairs committee.~~

(10) Computer and communications technologies committee.

(a) Provides recommendations to the senate on policy matters concerning utilization of information technology related to the academic functions of the university.

(b) Provides advice and counsel to the vice president and chief information officer on information technology needs related to the academic functions of the university.

~~(c) The chief information officer or said person's designee shall be an ex-officio member of the computer and communications technologies committee.~~

(11) Curriculum review committee.

(a) Reviews curricula and course recommendations of the several colleges and divisions and, when necessary, submits them to faculty senate for action.

- (b) Considers the mechanics of the academic programs of the several colleges and divisions, such as adjustments in admission, retention and dismissal requirements, and changes in general bulletin descriptions.
- (c) Reviews proposals for changes to courses and academic programs, and for new courses and academic programs, and recommends same for inclusion in the general bulletin.
- ~~(d) The executive vice president and provost or said person's designee and the university registrar or said person's designee shall be ex-officio members of the curriculum review committee.~~

(12) Accessibility committee.

- (a) Reviews and recommends policies regarding disability and accessibility issues that relate to the academic function of the university, including academic policies which apply to faculty or students, and reports these to the senate for action.
- (b) At the request of the curriculum review committee of the faculty senate, considers the mechanics of the academic programs of the several colleges and divisions, such as adjustments in admission, retention and dismissal requirements, and changes in general bulletin descriptions, as they may relate to accessibility/disability issues, and reports such to the curriculum review committee for action.
- (c) At the request of the curriculum review committee or the faculty senate, reviews proposals for new courses, course changes, and new programs as they may relate to accessibility/disability issues, recommends such proposals for inclusion in the general bulletin, and reports such to the curriculum review committee for action.
- ~~(d) The director of the office of accessibility or said person's designee shall be an ex-officio member of the accessibility committee.~~

(13) Part-time faculty committee.

- (a) Gathers information about matters of concern to part-time faculty.
- (b) Proposes policies concerning part-time faculty.
- (c) Advises the ~~senior~~ executive vice president and provost on matters related to part-time faculty.

~~(14)~~ Program review committee.

- ~~(a)~~ Reviews the self-studies submitted by program faculty, providing formative assessment to the program faculty.
- ~~(b)~~ Establishes the template and guidelines for the program review self-studies.
- ~~(c)~~ Modifies the timeline for the program review process and the program review schedule as needed.
- ~~(d)~~ The dean of the graduate school or said person's designee shall be an ex-officio member of the program review committee.

~~(14)~~ (15) Subcommittees. Each committee may establish subcommittees as it sees fit and having established a subcommittee, may abolish it. No person who is not a member of a standing (permanent) committee may serve as a member of its subcommittees except by appointment of the executive committee. It is each committee chair's responsibility to maintain minutes and pass them on to the incoming chair.

(G) Meetings.

- (1) The number of meetings of the faculty senate shall be determined by the faculty senate as appropriate for the conduct of its business, but at least two general meetings will be held each semester. All reasonable efforts will be made to schedule regular meetings at a standard time and day to permit coordination of senators' teaching schedules with meeting times.
- (2) All meetings of the faculty senate shall be open to members of the university community. Non-members of the senate may make a request to address the senate. Such requests to speak will be granted subject to a vote of the senate.
- (3) All meetings of the senate will be announced at least two weeks prior to the scheduled meeting unless the senate declares itself to be meeting in emergency session.
- (4) ~~All announcements of meetings will contain a detailed agenda.~~ Requests to have items placed on the agenda of the senate must be submitted in writing to the secretary of the senate at least two weeks prior to the scheduled meeting of the senate.
- (5) Items referred to the senate by the president of the university, or the president's designee, for the good of the university, will be automatically placed on the agenda of the senate.
- (6) A petition of ten members of the senate may force an item on the agenda of the senate.
- ~~(7)~~ A detailed agenda will be distributed one week before the meeting.
- ~~(7)~~ (8) A majority of the members of the senate shall constitute a quorum.

~~(8)~~(9) A roll call vote will be conducted if requested by any senator.

~~(9)~~(10) One permanent item on the agenda shall be presidential remarks.

~~(10)~~(11) Special meetings may be called at any time by the chair, or by the executive committee, or upon petition by any seven senate members who present their request in writing to the chair. Announcements of special meetings will contain an agenda for the meeting.

~~(11)~~(12) Senate members are expected to regard attendance at all meetings as a primary obligation to their colleagues and to the university. When conflicting professional duties, imperative personal affairs, or illness make attendance at a given meeting impossible, senate members are expected to notify the secretary in advance of the meetings. Such absence will be separately listed in the minutes as absences with notice.

#### (H) Membership.

(1) Eligibility. Members of the faculty senate shall be elected from the members of the full-time faculty of the university of Akron, excluding deans, department chairs, and other primarily administrative officers with faculty rank; from the part-time faculty; from students; from full-time academic advisors; and from retired faculty.

#### (2) Apportionment.

(a) The full-time faculty of the individual degree-granting colleges, the branch campuses, and the university libraries shall elect representatives from their membership, excluding deans and other primarily administrative officers with faculty rank, apportioned on the basis of the number of full-time faculty within the electorate and appointed to the units during the semester of the election; one senator for each fifteen full-time faculty members or fraction thereof. For purposes of these bylaws the terms full-time faculty includes all full-time distinguished professors, professors, associate professors, assistant professors, professors of instruction, associate professors of instruction, assistant professors of instruction, professors of practice, associate professors of practice, and assistant professors of practice, excluding visiting faculty members.

(b) The part-time faculty shall elect two representatives from their membership.

(c) The full-time academic advisors shall elect one representative from their membership.

(d) There shall be three student representatives as follows:

(i) The president of the undergraduate student government;

- (ii) One student appointed by the president of the undergraduate government whose term shall coincide with the president's term;
    - (iii) One graduate/professional student elected by that constituency.
  - (e) The association of the university of Akron retirees shall elect two senators from its dues-paying membership who are retired faculty members. Senators representing the university of Akron retirees association may not be elected to the executive committee nor serve as chair or vice-chair of any senate committee on which they sit.
- (3) Diversity. To insure the representation of diverse views, all reasonable efforts should be made by the various electing units to elect ~~women and minorities~~ members of underrepresented groups to the senate. The senate may appoint up to three additional members from full-time faculty to increase diversity.
- (4) Electorate.
- (a) The eligible electorate, for the full-time faculty membership on the faculty senate, consists of all full-time faculty of the University of Akron. For the purposes of election to the faculty senate, academic deans, department and division chairs, directors of schools, and administrative officers holding full-time faculty appointments will be considered part of the electorate.
  - (b) The eligible electorate for the part-time faculty membership on the faculty senate consists of all part-time faculty of the university of Akron.
  - (c) The eligible electorate for the full-time academic advisors consists of all full-time academic advisors of the university of Akron.
  - (d) The eligible electorate for the graduate/professional student membership on the faculty senate consists of all graduate and professional students currently enrolled at the university of Akron.
- (5) Terms of office.
- (a) The terms of office for members of the senate shall be three years, with the exception of student government representatives and part-time faculty senators who shall serve one-year terms.
  - (b) New members shall take office at the first senate meeting of the fall semester.



- (c) Should any elected member of the senate become an administrative officer on either an acting or a permanent basis during the term for which the member was elected to the senate, the person's seat shall be deemed vacant.
  - (d) A full-time faculty member who, before the expiration of his or her term of office as a senator, retires but continues to be employed part-time as a faculty member while participating in a university-approved program for transition from active employment to retirement may complete his or her term of office as a senator and may serve as an officer of the senate.
  - (e) Should a member of the senate be unable to discharge the duties of the office, the senate may declare the member's seat vacant.
  - (f) Senators who are on professional, medical, or administrative leave for one semester or less will retain their seats. If the leave extends past one semester, the senate may declare that seat vacant. The senate may declare vacant the seat of any senator who becomes unable to regularly attend meetings.
  - (g) The senate may expel any senator who is absent without notice from more than three meetings during an academic year. In such event, the senator's seat shall be deemed vacant.
  - (h) Should a vacancy occur, the senate shall notify the appropriate unit to conduct a special election to fill the vacant seat.
- (6) Elections.
- (a) Elections to the senate shall be subject to the following requirements and to the bylaws and rules of the electing unit except to the extent that they are inconsistent with these requirements:
    - (i) ~~General elections in the individual units shall be completed by March fifteenth of each year.~~ General elections shall be conducted and elections reports of the individual units shall be submitted to the faculty senate office by the Friday of the twelfth week of the spring semester.
    - (ii) All elections shall be by secret mail or electronic ballot.
    - (iii) Elections may be conducted using the ranked-choice (i.e., instant-runoff) method.
    - (iv) In elections with only one seat at stake, when the ranked-choice method is not used, each winning candidate must secure a majority of the votes cast. In the event no candidate receives a majority, there shall be a run-off election between the two highest vote-getters.

- (v) In elections with more than one seat at stake, when the ranked-choice method is not used, each winning candidate must receive a number of votes exceeding half of the total number of ballots cast. In the event there are seats unfilled and the remaining candidates did not achieve a sufficient number of votes, there shall be a run-off election among the highest vote-getters (two per unfilled seat).
- (vi) When the ranked-choice method is not used, all run-off elections are subject to the same procedural requirements as the general elections.
- (vii) All special elections are subject to the same procedural requirements as are general elections.
- (b) Conduct of nominations and elections to the senate from the degree-granting colleges and the university libraries will be the responsibility of the respective deans.
- (c) Conduct of nominations and elections to the senate from the part-time faculty will be the responsibility of the continuing part-time faculty senator, the faculty senate office, and the office of the ~~senior~~executive vice president and provost.
- (d) Conduct of nominations and elections to the senate from the graduate/professional students will be the responsibility of the graduate student council and the student bar association.

(I) Amendments.

- (1) Proposal. Proposed amendments to this rule may be placed on the agenda of a regular or special meeting of the faculty senate by a member of the senate or by petition of twenty per cent of the voting members of the faculty.
- (2) Procedure. A vote by the senate on a proposed amendment may be taken only after at least twenty-seven days have elapsed from the date on which the proposal was formally presented to the senate.
- (3) Majority. Prior to submission to the board of trustees, a proposed amendment requires the concurrence of sixty per cent of the votes cast by members of the faculty senate.

(J) Support.

- (1) Material support. The faculty senate shall have suitable office space, a budget for appropriate expenditures, and at least one full-time secretary for support of its activities.
- (2) Assigned time. The officers of the senate will receive at least one three-credit course equivalent per semester assigned time for support of their service.

- (3) Schedules. Collegiate deans, department and division chairs, and directors of schools are to use all reasonable efforts to provide members of the senate with course schedules permitting attendance at regular meetings of the senate.
- (4) Records. All inactive documentary material and related records of the senate will be deposited in and catalogued by the university archives.
- (K) Rules. The rules contained in the current edition of "Robert's Rules of Order Newly Revised" shall govern the faculty senate in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the senate may adopt. A person who is not a member of the faculty senate may be appointed parliamentarian by the chair of the faculty senate.

Effective: 9/16/2019

Certification:

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M. Celeste Cook  
Secretary  
Board of Trustees

Promulgated Under: 111.15

Statutory Authority: 3359.01

Rule Amplifies: 3359.01

Prior Effective Dates: 09/28/1997, 07/07/1999, 02/14/2000, 08/06/2001, 11/24/2001, 05/23/2002, 09/20/2002, 06/09/2003, 09/30/2003, 11/21/2003, 06/25/2007, 03/24/2008, 10/03/2008, 06/30/2011, 10/01/2012, 11/15/2012, 05/23/2013, 07/05/2013, 12/26/2013, 02/01/2015, 10/23/2017, 9/16/2019

**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Revisions to University Rule 3359-10-02  
The University of Akron Bylaws of the Faculty Senate

BE IT RESOLVED, That the recommendation presented by the Rules Committee on April 21, 2021 to revise Rule 3359-10-02, be approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

**3359-22-01 Contract professional information.**

- (A) Contract professionals. Contract professionals are full-time or part-time non-teaching professional personnel of the university to whom the president or the president's designee(s), on the recommendation of the administration, grants recognition and benefits. Any contract professional originally appointed prior to July 1, 1986 shall be designated as a member of the general faculty as long as the person continues in such positions. Contract professionals do not hold regular faculty rank (e.g., instructor, assistant professor, associate professor, professor). The minimum requirement for this employment category is a baccalaureate degree.
- (B) Appointments.
- (1) Contract professionals' appointments generally do not include a specific end date. Contract professionals are not eligible for indefinite tenure.
  - ~~(2) Upon appointment, each contract professional receives a certificate or letter of appointment, stating the annual salary or periodic salary if part time, and, only if applicable, the length or end date of appointment.~~
- (C) Separation from employment without cause other than for a reduction in workforce. The procedure to be followed in the separation from employment of contract professionals without cause, other than for a reduction in workforce as outlined in paragraph (D) of this rule, shall be as follows:
- (1) If a contract professional, other than contract professionals in the department of athletics classified as "coach," is to be separated from employment without cause, the immediate supervisor shall notify said contract professional in writing not later than:
    - (a) Three months prior to the date of separation during the contract professional's initial two years of continuous employment with the university of Akron, or
    - (b) Six months prior to the date of separation in the event the contract professional has served more than two years of continuous employment with the university of Akron.
    - (c) If a contract professional in the department of athletics classified as "coach" is to be separated from employment without cause, the immediate supervisor shall notify said contract professional in writing not later than three months prior to the date of separation. For the purposes of this rule, "coach" will include those contract professionals classified as a coach and contract professionals' positions that are directly related to an athletic team as determined by the director of athletics. For coaches who are currently employed pursuant to a one-year contract, this rule will not apply until their current contract term expires.

- (d) Contract professionals, including coaches, who have individual employment agreements are not affected by these provisions.
- (D) Reduction in workforce. Conditions may arise that necessitate the reduction of the university work force. Reduction of two or more contract professional positions, including coaches, in this manner may occur for a variety of reasons including but not limited to, budgetary constraints, changing priorities, lack of work, reasons of economy, efficiency improvements, reorganization, or due to extraordinary or catastrophic circumstances or events beyond the university's control.
- (1) Employees with less than five years of continuous employment with the university of Akron will be provided with at least thirty calendar days' written notice prior to the effective date of termination.
- (2) Employees with five years or more of continuous employment with the university of Akron will be provided with at least forty-five calendar days' written notice prior to the effective date of termination.
- (3) Employees shall be entitled to paid leave at their current rate of pay with benefits during the first thirty days of the notice period, subject to the following conditions:
- (a) The paid leave will start on a date to be determined by the employee's supervisor in consultation with human resources and may be immediate, or may be delayed, but will begin no later than fourteen calendar days after notice of the reduction in force is given.
- (b) Employees with five or more years of continuous employment at the university of Akron may choose to utilize their accrued vacation leave to be paid for any days past the first thirty days of the notice period. Otherwise, this time shall be considered a leave of absence without pay.
- (c) If an employee obtains a full-time position with the university or any other employer before the completion of the applicable notice period, the paid leave shall terminate on the date of the new employment.
- (E) Termination of appointment for cause. The appointment of a contract professional may be terminated for cause at any time upon the recommendation of the appropriate vice president and approval by the president or the president's designee(s).

Prior to the vice president's recommendation to the president or the president's designee(s), the contract professional shall be advised by the immediate supervisor or appropriate administrative officer in writing of the supervisor's (or administrative officer's) decision to recommend to the vice president the contract professional's dismissal for cause not less than thirty calendar days prior to the effective date of such dismissal, except in case of conduct involving moral turpitude or public safety. Prior to the decision to recommend such dismissal, and during the thirty-day period, the contract

professional shall have a hearing on the reason for termination before the president or the president's designee(s). The contract professional shall be notified of the date, time, and procedures for the hearing.

In the case of conduct involving moral turpitude or public safety, the contract professional shall be immediately placed on administrative leave with or without pay, pending the vice president's recommendation and action by the president or the president's designee(s).

- (F) Deprivation of a "liberty" or "property" interest. If, in cases other than a reduction in workforce, the contract professional believes that the separation from employment without cause constitutes a deprivation of a "property interest" or "liberty interest," protected by the due process clause of the United States Constitution, the contract professional may be afforded a hearing upon request before the president or the president's designee.
- (1) Hearing procedure. The contract professional shall request the hearing on the alleged deprivation, in writing within ten calendar days following the date of notification of separation and shall provide the specific reasons why the contract professional believes termination was a violation of either their "liberty or "property" interest. Upon request of such hearing, the president or president's designee shall decide whether a hearing is necessary. If it is determined that a hearing is necessary, the contract professional shall be notified of the date, time and procedures for the hearing.
- (2) The contract professional shall have the right to be assisted by an advisor or attorney at his or her own cost, but such advisor or attorney shall not actively participate in the hearing, other than to privately counsel and advise the contract professional.
- (G) Resignation. A contract professional who proposes to resign from the university of Akron should give sufficient notice to obviate serious embarrassment and difficulty to the university in filling the position. Once a resignation has been submitted and accepted by the employee's immediate supervisor, it may not be withdrawn without the specific approval of the immediate supervisor and the chief human resources officer.
- (H) Vacation. Contract professionals on annual appointment are entitled to one hundred seventy-six hours of vacation at a time approved by the president or the president's designee (see rule 3359-11-03 of the Administrative Code).
- (I) Leave of absence. Leaves of absence without compensation may be granted by the president or the president's designee(s) upon recommendation of the appropriate vice president. Leaves of absence without compensation for the purpose of career development will be considered on an individual basis, considering the value of the experience to the individual and to the institution and the capabilities of the individual's department to manage the individual's responsibilities during the absence.

- (J) Furloughs. Contract professionals shall be subject to furloughs as provided in rule 3359-11-02.1 of the Administrative Code (Furloughs for non-bargaining unit employees).
- (K) Retirement. Any contract professional who proposes to retire from the university of Akron should give notice early enough to avoid serious interruption to the university operation, the length of time necessarily varying from the circumstances of the contract professional's particular case.

Effective: 6/8/2020

Certification: \_\_\_\_\_  
M. Celeste Cook  
Secretary  
Board of Trustees

Promulgated Under: 111.15

Statutory Authority: 3359.01

Rule Amplifies: 3359.01

Prior Effective Dates: 12/22/1989, 07/20/1990, 05/13/1998, 12/21/2001,  
12/28/2001, 05/28/2005, 12/26/2010, 10/01/2012,  
05/09/2014, 02/01/2015, 08/24/2015, 12/15/2018,  
6/8/2020



**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Revisions to University Rule 3359-22-01  
Contract Professional Information

BE IT RESOLVED, That the recommendation presented by the Rules Committee on April 21, 2021 to revise Rule 3359-22-01, be approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

### 3359-60-06 Graduate student classification.

Applicants for graduate admission will be classified in one of the following categories. Any change in admission status must be made by the graduate school.

- (A) "Full admission" may be given to any applicant who desires to pursue a graduate degree and has a baccalaureate degree from an accredited college or university with an overall grade-point average of 2.75 or better, or 3.00 for the last two years (sixty-four semester credits or equivalent), or holds an advanced degree from an accredited college or university in or appropriate to the intended field; or holds a baccalaureate or master's degree from a foreign college or university with first-class standing or its equivalent, plus satisfactory evidence of competence in English. Full admission may also be granted to applicants to the college of business ~~administration~~—who meet the college's admission requirements.
- (B) Provisional admission may be granted to a person who has not met all of the requirements for full admission. This admission status permits a student to take up to fifteen semester credits of graduate coursework. Graduate courses taken under this admission status may be applied to a graduate degree program, but only when all requirements for full admission have been met.
- (C) Deferred admission may be granted if the applicant's record does not meet provisional admission standards. After completion of a postbaccalaureate program of study with an appropriate GPA, as prescribed by the department (usually two to five courses), the student may be reconsidered for provisional admission to the graduate school. No graduate-level coursework can be taken by a student under the deferred admission status.
- (D) "Special workshop" status is for a person permitted to take workshops for graduate credit without being admitted to graduate school. Such permission is granted by the workshop director upon receipt of a signed statement of possession of a baccalaureate degree by the applicant, and terminates upon completion of this workshop. A student admitted to special workshop status must apply through regular channels for any other category. A maximum of six workshop credits may be applied to degree work at a later date if the applicant is given full admission to the graduate school.
- (E) "Transient" status may be given to a person who is a regularly enrolled graduate student in good standing in a degree program at another accredited university and has written permission to enroll at The University of Akron. Such permission is valid only for the courses and semester specified, with a maximum of ten semester credits allowable, and is subject to the approval of the instructor, department head and graduate school. A transient student is subject to the same rules and regulations as a regularly enrolled student of the university.

(F) Undergraduate.

- (1) "Undergraduate" status is for an undergraduate student at the university who may be granted permission to take one or more graduate-level courses if all the following conditions are met:
  - (a) Senior standing.
  - (b) Overall grade-point average of 2.75 or better through preceding term (if a student does not have a 3.00 or better in the major field, special justification will be required).
  - (c) Written approval is given by the instructor of the course and the student's adviser.
- (2) These courses may later be applied to a degree program if not used to satisfy baccalaureate degree requirements. The maximum number of graduate credits that may be taken by an undergraduate and applied later toward a graduate degree is twelve.

(G) "Postdoctoral" status is divided into three categories:

- (1) A "fellow" is a person holding an earned doctorate who is engaged in advanced research. A fellow shall be considered a guest of the university and provided space and use of facilities within limits of practical need of the undergraduate and graduate programs. Tuition and fees shall be collected if allowed under sponsoring contract for any courses the fellow may choose to take.
- (2) A "special" is a person holding an earned doctorate who desires an additional graduate degree. A special may be admitted to any program upon submission of application forms, application fee (if new student) and an official transcript from the institution awarding the doctorate. This student will be treated as a regular student subject to registration fees and program degree requirements.
- (3) A "guest" is a person holding an earned doctorate who desires to attend courses and seminars relevant to individual work or interests without registering or receiving grades. A written application should be submitted to the dean of graduate studies and research for each course taken, and approval of the instructor, department head and college dean shall be obtained. A guest is welcome to any course or seminar provided space is available. Normally, space and facilities for research cannot be provided for a postdoctoral guest but special requests will be considered. Requests should be submitted, in writing, to the dean of graduate studies and research who will review such requests with the appropriate college dean and department head.



**THE UNIVERSITY OF AKRON**

**RESOLUTION 4- -21**

Revisions to University Rule 3359-60-06  
Graduate Student Classification

BE IT RESOLVED, That the recommendation presented by the Rules Committee on April 21, 2021 to revise Rule 3359-60-06, be approved.

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M. Celeste Cook, Secretary  
Board of Trustees

April 21, 2021

Presiding:  
Vice Chair  
Olivia P. Demas

April 21, 2021

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New Business