

CONDITIONS OF CONTINUED EMPLOYMENT

In regard to Richard McNutt's (hereinafter EMPLOYEE) employment and for the purpose of continued employment, Youngstown State University (hereinafter EMPLOYER or YSU) and EMPLOYEE enter into this Agreement.

1. **Employee Suspension.** EMPLOYEE will serve an unpaid suspension from September 10, 2018 through September 15, 2018, and during this time will participate in training, programming and professional development per the University Assistance Program in Section 3 below.

2. **Employee Assistance Program (EAP) and Release.** EMPLOYEE will attend and fully cooperate and continue with any course of action and counseling as directed by Impact Solutions, the EMPLOYER'S EAP provider. The EMPLOYER will be advised of continued compliance or refusal of compliance via confidential communication to the EMPLOYER. EMPLOYEE will sign a release allowing the EAP to communicate directly with EMPLOYER'S Chief Human Resources Director about EMPLOYEE'S participation in the directed course of action and his conduct on the job. The EAP provider will supply the University with a return to work letter prior to the Employee's return to work.

3. **University Assistance Program.** EMPLOYEE will attend and fully cooperate and continue any course of action, including training, programming and professional development, as directed by the EMPLOYER.

4. **Domestic Violence.** EMPLOYEE will not engage in any acts which could reasonably be interpreted, as determined in the sole discretion of the University, as acts of domestic violence.

5. **Violence/Workplace Harassment.** EMPLOYEE will not commit any act or engaged in any behavior which would reasonably interfere with the normal activities or functions of the workplace, as determined in the sole discretion of the University, and that violate the University's policy 3356-7-04 Workplace violence, threats and disruptive behavior.

6. **Job Performance and Expectation.** EMPLOYEE understands that upon return to the workplace, he must meet all established standards of conduct and job performance, including additional training on sexual assault and domestic violence. Specifically, EMPLOYEE shall not neglect or fail to fulfill the duties, responsibilities, and obligations required of EMPLOYEE's position as set forth in his appointment letter. EMPLOYEE further understands that this Agreement does not modify or supersede any YSU policies or state law.

7. **Voluntary Agreement.** By entering into this Agreement, EMPLOYEE acknowledges that he has read and considered each of the provisions of this Agreement and that he voluntarily enters into this agreement with full knowledge of the consequences.

8. **Consequences.** EMPLOYEE understands that if EMPLOYER determines that EMPLOYEE has engaged in any of the conduct listed below, EMPLOYER has the right to

immediately terminate EMPLOYEE'S employment. EMPLOYEE expressly waives his right to challenge whether termination is the appropriate penalty and acknowledges that YSU has the sole discretion to determine whether EMPLOYEE engaged in the conduct.

- a. Failure to abide by the terms set forth in paragraphs 1 through 6 of this Agreement.
- b. Violation of any of the standards of conduct set forth in YSU policies.

Acknowledged and Approved:

EMPLOYEE

EMPLOYER

Richard K. McNutt, Jr.

Allan Boggs, Interim CHRO

Date

Date