

Office of the President

Shippensburg University
1871 Old Main Drive
Shippensburg, PA 17257-2299



www.ship.edu

Office: 717-477-1301
Fax: 717-477-4005

Council of Trustees

Friday, November 17, 2023 | 1:45 PM | CUB
MPR Public Meeting Agenda

1. Call to Order
Presenter: Mr. Doug Harbach, Chair
2. The Pledge of Allegiance
3. Roll Call
4. Public Comments
5. Board Action Items
Presenter: Mr. Doug Harbach, Chair

ACTION

ACTION: Approval of Published Agenda

ACTION: Approval of Minutes

6. President's Report
Presenter: Dr. Charles E. Patterson, President

ACTION: 2024 Council of Trustee Meetings

7. Academic Affairs Updates
Presenter: Dr. Nicole Hill, Interim Provost
8. Educational Presentation: Charles H. Diller JR Center for Entrepreneurial Leadership and Innovation
Presenters:
Mr. Don Nori
John Arensmeyer - EIA trip
Brandon Stiner - CEO club Tampa trip
Drew Daily - CEO club
Mackenzie Good - Diller center updates
David Wolfe - Solve club

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9. From the Division of Administration & Finance

Presenter: Dr. Jolinda Wilson, Vice President

- i. Contracts/ Purchases
- ii. Personnel Actions
- iii. **ACTION:** Financial Statements and Audit
Presenters: Vicki Raivitch and Mike Felice
- iv. **ACTION:** Affiliation Agreements Compliance

10. From Enrollment Management & Marketing

Presenter: Dr. Megan Luft, Interim Associate Vice President

11. Reports

APSCUF Report

Presenter: Professor Aaron Dobbs, APSCUF President

AFSCME Report

Presenter: Ms. Stephanie Decker, Representative

SCUPA Report

Presenter: Ms. Lori Smith, Representative

Alumni Association Report

Presenter: Mr. Steve Thomas, SUAA President

Student Government Association Report

Presenter: Mr. Harun Pacavar, SGA President

Graduate Student Association Report

Presenter: TBD

12. New Business

- Next Meeting: February 16, 2024

13. Adjournment



November 3, 2023

Mr. Douglas Harbach
52 Wagner Road
Chambersburg, PA 17202

ACTION

Dear Chairman Harbach:

Section D6 of the Board of Governors Policy 1985-04-A, University External Financial Support, describes required information that is to be provided to the State System's chief legal counsel on an annual basis. A copy of the policy is attached for your reference.

The Office of the Chancellor published additional guidance in Procedure/Standard Number 2013-15 covering Relationships with Affiliated Entities. Section VI A requires the University to submit a Council of Trustees resolution certifying that our affiliates are in compliance. The information in this package supports their compliance with Policy 1985-04-A. A copy of the procedure is included for your information.

In accordance with Policy 1985-04-A, attached are the following:

- A list of the Board of Directors for the Shippensburg University (SU) Foundation
- A list of the Board of Directors for SU Student Services, Inc.
- A copy of the Memorandum of Understanding with the SU Foundation
- A copy of the Memorandum of Understanding with SU Student Services, Inc.
- A chart of support from the SU Foundation to SU
- A list of contracts between SU and the SU Foundation
- A copy of the fiduciary agreement with SU Student Services, Inc.
- A list of support from SU to SU Student Services, Inc.

The articles of incorporation and bylaws for SU Student Services, Inc. have not changed since the last submission. The articles of incorporation and bylaws for SU Foundation have not changed since the last submission.

If you should have any questions or need additional information, please do not hesitate to contact my office at (717) 477-1375.

Thank you for your consideration of this matter.

Sincerely,

Dr. Jolinda Wilson
Vice President for Administration and Finance

Attachments

CC: Shippensburg University Council of Trustees

SHIPPENSBURG UNIVERSITY FOUNDATION BOARD OF DIRECTORS

Chairperson

Mr. Joel R. Zullinger ('70)

Dr. Dena G. Stoner

Vice Chairperson

Mrs. Mary Jo Grove ('69) & ('70M)

Mr. Lorin L. Stough ('68)

Treasurer

Mr. William E. Naugle, III ('81)

Mr. Steven J. Thomas ('04) ('23M)
Alumni Association Representative

Mrs. Angela M. Besch ('95)

Mr. David B. Weisgerber ('81)

Mr. Brian R. Carosielli ('97)

Mr. Bryan P. Wright ('88)

Mr. Duaine A. Collier ('72)

Non-Voting, Ex-officio Members

Mr. Alston M. Ellis ('03) ('07M)

Dr. Leslie Folmer Clinton ('82)
SUF President & CEO, Corporate Secretary

Mrs. Brenda M. Gabler ('77) ('80M)

Dr. Charles Patterson
President, Shippensburg University

Mr. Lee A. Gardella ('89)

Mr. Sean Glennon

Mr. L. Michael Ross
SU Council of Trustees

Ms. Carol Verish Houck ('99)

Dr. Suzanne Morin
Faculty Liaison

Mr. Jeffrey Lee ('79)

Dr. Craig J. Loundas, ('81) ('83M)

Dr. Donald F. Mayer

Mr. Charles R. Nebel, Jr. ('84) ('88M)

Mr. W. Mickey Nye

Mr. Richard H. Pizzarro ('88)

Mrs. Wanda Polk Bankhead ('80)

Mr. John R. (JR) Raebiger, Jr. ('95)

Mrs. Jennifer B. Sassani ('93)

Mr. Donald F. Smith, Jr., Esquire ('75)



Shippensburg University Student Services, Inc.
Fiscal Office, CUB Room 204
1871 Old Main Drive
Shippensburg, PA 17257-2299
Telephone: (717) 477-1730
Fax: (717) 477-1636

Please find listed below the appointments and resignations within the SUSSI Board of directors or senior management for the 2022-2023 fiscal year.

Board of Directors 22-23

Interim Executive Director – Kimberly Rockwell
Hired 1/16/23

President – Gary Overly
Appointed 8/13/22

Vice President – Gary Seiber
Appointed 2/27/20

Treasurer – Jane Thompson
Appointed 2/27/20

Secretary – Ethan Rosenberry, SGA VP of Finance
Appointed 2/2/23; End of Term 5/12/23

Director – Stephen Latanishen
Appointed 2/27/20

Director – Kennedy Holt, SGA President
Appointed 9/15/22; End of Term 5/12/2023

Director – Harun Pacavar, SGA President
Appointed 5/12/2023

Director – Keegan Huston, Student At Large
Appointed 2/23/23

Director – Andrew Hare, SGA President
Resigned 8/11/22

Director – Chase Slenker, SGA VP of Finance
Appointed 4/22/21; Resigned 11/17/22

Ex-Officio – Jolinda Wilson, SU Interim VP Administration & Finance

Ex-Officio – Lorie Davis Sheetz, VP of Student Affairs & Dean of Students

MEMORANDUM OF UNDERSTANDING

SU-2021-MOU-01

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this seventeenth day of September, 2021, by and between Shippensburg University of Pennsylvania, part of the Pennsylvania State System of Higher Education (PASSHE), a body corporate and politic constitution a public corporation and government instrumentality of the Commonwealth of Pennsylvania, created by Act 188 of 1982, 24 P.S. §20-2001-A et seq., hereinafter referred to as “UNIVERSITY” (Federal I.D. #23-2500361) and Shippensburg University Foundation, hereinafter referred to as “SU FOUNDATION” (Federal I.D. #23-2046093) a non-profit tax-exempt entity organized under the laws of the Commonwealth of Pennsylvania and Section 501 (C) (3) of the Internal Revenue Code of 1986, as amended.

WITNESSETH:

WHEREAS, the SU FOUNDATION, was formed in 1977, and offers financial support, programs and services related to and in support of the mission of the UNIVERSITY; and

WHEREAS, the purpose of the SU FOUNDATION, as stated in its mission, is to generate, develop, and steward charitable gifts and other resources to support the priorities of the UNIVERSITY and its students; and

WHEREAS PASSHE Board of Governors’ Policy 1985-04-A, “University External Financial Support” adopted April 16, 1985, and revised October 9, 1997, January 8, 2004, October 11, 2012, stipulates that the UNIVERSITY must utilize an MOU to outline the respective roles between universities and affiliated entities.

NOW THEREFORE, based upon the mutual promises, covenants and conditions set forth herein and intending to be legally bound, the UNIVERSITY and the SU FOUNDATION agree as follows.

- A. In terms of role, scope, and mission, some of the major contributions of the SU FOUNDATION to the UNIVERSITY have been and will continue to be:
1. **HOUSING:** Activities associated with acquiring, constructing, leasing or otherwise providing buildings, grounds, or other suitable facilities, improvements, or equipment for the UNIVERSITY and its students.
 2. **ALUMNI:** Carrying out resource development activities related to alumni and other prospective donors.
 3. **FUNDRAISING:**
 - a. Act as the repository for private financial support given directly to the SU FOUNDATION in order to support the mission of the UNIVERSITY.
 - b. Act as a coordinating organization for restricted and unrestricted fundraising; and
 - c. Provide fundraising and development services that promote the educational purposes of the UNIVERSITY, such as the purchase of equipment and supplies for the UNIVERSITY; support of research by selected faculty, staff, and students; student scholarships; and other educational, research, cultural, scientific, public service, and charitable activities; and other lawful purposes of the UNIVERSITY. The SU FOUNDATION provides these services to the UNIVERSITY pursuant to a blueback contract.

4. JOINT FUNDRAISING: In accordance with applicable statutes and Board of Governors' policies and procedures/standards, engaging in—either jointly or in coordination with the UNIVERSITY—fundraising activities to benefit the SU FOUNDATION as an affiliated entity of the UNIVERSITY. All such fundraising activities shall be done jointly through the efforts, collaboration, and resources of the UNIVERSITY and the FOUNDATION. Such fundraising shall not be done solely through the efforts of the resources of the UNIVERSITY and UNIVERSITY employees.
 5. COMPREHENSIVE AND CAPITAL CAMPAIGNS: The SU FOUNDATION may conduct comprehensive and capital campaigns to raise external funds to support the mission and activities of the UNIVERSITY, with the use of campaign proceeds and the campaign fundraising target to be determined by the UNIVERSITY, subject to provisions agreed to by the UNIVERSITY and SU FOUNDATION in a separate agreement.
 6. GRANT MANAGEMENT: The SU FOUNDATION may serve as a managing organization for grants made to the UNIVERSITY. Such management activity to be under the terms of a properly executed Agreement and in accordance with all applicable contractual, accounting, regulatory requirements, and restrictions specified by the external party and applicable to such grants.
 7. REPOSITORY FOR CAPITAL DONATIONS: The SU FOUNDATION may act as a recipient organization for the donation of properties to the UNIVERSITY when appropriate.
 8. FUNDING: The SU FOUNDATION will review funding requests and recommendations from the UNIVERSITY president, and making of regular allocations of available unrestricted funds to support UNIVERSITY programs and institutional advancement efforts.
 9. The SU FOUNDATION will engage in activities promoting the educational purposes of the UNIVERSITY.
 10. The SU FOUNDATION will engage in activities in accordance with its charter, articles of incorporation, and by-laws.
 11. Fiscal Management: Serving as the managing organization for private funds given directly to the UNIVERSITY (e.g., fund management, investments, and interest earnings), with such management activity to be under the terms of a properly executed Fiduciary Agreement and in accordance with all applicable contractual, accounting, and regulatory requirements, and restrictions specified by the external party and applicable to such gifts. Title to such gifts shall remain with the UNIVERSITY, and control over the expenditure of the funds shall rest with the UNIVERSITY president or his/her designee
- B. In order to assist the SU FOUNDATION in serving as a vehicle for volunteer involvement in the life of the UNIVERSITY, the following coordination and review mechanisms will be implemented.
1. The SU FOUNDATION may operate programs and serve in capacities as mutually agreed to by the UNIVERSITY President and the Board of Directors of the SU

FOUNDATION, including, but not limited to, activities in regard to the conduct of external camps and conferences, in consultation with the UNIVERSITY's President.

2. The UNIVERSITY's President or designee will sit as an *ex officio* nonvoting member of the SU FOUNDATION's Board of Directors, entitled to attend all regular meetings of the SU FOUNDATION's Board of Directors and with all the rights and privileges as described by the SU Foundation's By-laws.
3. To ensure that efficient coordination is maintained, the UNIVERSITY and the SU FOUNDATION will consult on matters pertaining to the activities outlined in this MOU, development activities, etc. To ensure proper coordination is maintained, the UNIVERSITY president or designee will meet periodically with a designee of the SU FOUNDATION.

C. In compliance with PASSHE Board of Governors' Policy 1985-04-A regarding fundraising and affiliated entities, it is the UNIVERSITY's desire to enhance the ability of the SU FOUNDATION to function by providing to the SU FOUNDATION certain staff, facilities and services as described below, at a cost to be agreed to by the parties in separate agreements, such as service purchase agreements, in accordance with applicable procurement law and regulations and requisite legal approval.

1. Communication services to include telecommunications, postage, printing, public relations, food service for special events, development of computer systems, access to University databases. Operations supplies and services will include, but not be limited to, internal stores and maintenance agreements to which the UNIVERSITY is a party.
2. Facilities to include, but not be limited to, maintenance, housekeeping, and upkeep of University facilities used for conducting SU FOUNDATION functions and activities.
3. Budgeting – for each year for which the SU FOUNDATION requests institutional support, it shall participate in the UNIVERSITY's normal planning and budget process which begins in February of each year. This process includes the submission of program plans and budgets identifying the goals, objectives, purposes and amounts requested, by commitment item or object, in accordance with the guidance and instructions contained in the annual Program Planning Guidelines developed by the Office of the President. Program plans and budget requests are to be submitted directly to the Office of the President for review.
4. Accounting – A cost center will be maintained in the UNIVERSITY's accounting system for receiving allocations and recording transactions against the category described above.
 - a. Procurement, Disbursement and Reimbursement – Normal UNIVERSITY and PASSHE policies and procedures for purchasing, contracting and disbursement apply to these accounts.

D. No UNIVERSITY employee who provides support or staff services to the SU FOUNDATION may serve as a voting member of the board of the SU FOUNDATION, or otherwise risk adverse interest through such service. UNIVERSITY officials and employees are bound by the provisions of the Pennsylvania Employees Ethics Act.

- E. The parties to this MOU agree and acknowledge that the name "SHIPPENSBURG UNIVERSITY" or any facsimile or approximation thereof is the property of the UNIVERSITY and shall remain so under all circumstances and conditions. The SU FOUNDATION shall not use or permit any other party to use the name "SHIPPENSBURG UNIVERSITY" or any facsimile or approximation thereof without the express prior written approval of the UNIVERSITY and the chancellor of PASSHE. Nothing in this paragraph shall be construed to limit or otherwise impair the existing legal rights of the SU Foundation in and to the names and/or stylized designs for "SHIPPENSBURG UNIVERSITY FOUNDATION" and "SU Foundation".
- F. The UNIVERSITY's Council of Trustees will review this MOU annually, in conjunction with its certification of External University Financial Support.
- G. As part of this MOU, the SU FOUNDATION agrees to comply with the following requirements.
1. The SU FOUNDATION shall be responsible for and agrees to indemnify and hold harmless the UNIVERSITY, PASSHE and the Commonwealth and its officers, employees, representatives and agents, from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the SU FOUNDATION under this MOU. Upon receipt of written notice of any matter for which indemnification might be claimed by the UNIVERSITY or its officers, employees, representatives and agents, the SU FOUNDATION shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding, at its own cost and expense. The UNIVERSITY may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the UNIVERSITY shall be in compliance with the Commonwealth Attorneys Act.
 2. The SU FOUNDATION will carry Comprehensive, Commercial/General Liability, Property Damage Insurance and Automobile Liability Insurance in such amounts that meet the prescribed minimums of \$1,000,000 for injury or death of one person in a single occurrence, \$3,000,000 for injury or death of more than one person in a single occurrence and \$500,000 for a single occurrence of property damage. The UNIVERSITY must be listed as "additionally insured." This must all appear in the description of operational/locations/vehicles/special items section at the bottom of the Certificate of Insurance. "Additionally Insured Endorsements" must also be provided along with the Certificates of Insurance. It must be stated on the Certificate of Insurance Form that the issuing company must notify the UNIVERSITY in writing (a minimum of thirty (30) days in advance) if the insurance coverage is canceled or the indicated coverage limits are reduced prior to the expiration date.
 3. The SU FOUNDATION will carry sufficient Workers' Compensation Insurance to cover all employees of its organization.
 4. A designee of the SU FOUNDATION shall meet with the UNIVERSITY council of trustees' designee and UNIVERSITY president on at least an annual basis to review the performance of the SU FOUNDATION's obligations under this MOU.
 5. The SU FOUNDATION will provide the UNIVERSITY with an annual report summarizing the contributions and include the following items.

- a. A reconciliation of the SU FOUNDATION's revenues, expenses and financial contributions made by the SU FOUNDATION to the UNIVERSITY.
 - b. An annual external financial audit performed by either of the following, as the SU Foundation may deem appropriate: (i) the SU Foundation's independent auditing firm or (ii) another independent external certified public accounting firm that meets minimum criteria established by the UNIVERSITY. As part of the fiscal year-end financial reporting process, the vice chancellor for administration and finance will notify the UNIVERSITY and the SU FOUNDATION of the deadlines for submission of the PASSHE component unit financial reporting template (typically in mid-August), comprising the audited Balance Sheet and audited Statement of Activities; and the complete audited financial statements (typically in early September), comprising the auditor's opinion, financial statements, and required disclosures.
 - c. Certificates of Liability Insurance and Workers' Compensation Insurance.
 - d. A listing of the board of directors including indication of the officers.
 - e. Certification that the SU FOUNDATION did not undertake any credit-bearing instruction; or other programs or activities that are properly part of the UNIVERSITY's academic mission, unless expressly authorized by the UNIVERSITY president.
6. The UNIVERSITY has the right to terminate this MOU as follows:
- a. **TERMINATION FOR CAUSE:** The UNIVERSITY shall have the right to terminate the MOU for cause, including but not limited to malfeasance. Such termination for cause shall be effective 30 days from the date notice is provided in writing to the SU FOUNDATION.
 - b. **TERMINATION FOR CONVENIENCE:** The UNIVERSITY shall have the right to terminate the MOU for its convenience if the UNIVERSITY determines termination to be in its best interest. Such termination for convenience shall be effective within six months from the date notice is provided in writing to the SU FOUNDATION.
7. This MOU documents the relationship between the UNIVERSITY and the SU FOUNDATION and represents the complete agreement between the parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this MOU shall be in writing in the form of a supplemental agreement signed by all necessary parties, including approval by PASSHE's University Legal Counsel and the Commonwealth's Office of Attorney General.
8. The parties to this MOU are independent contractors. The SU FOUNDATION shall not enter into any transactions or agreements on behalf of the UNIVERSITY or PASSHE. Similarly, neither the UNIVERSITY nor PASSHE shall be responsible for the payment of any debts or satisfaction of any obligations incurred by the SU FOUNDATION.
9. Any notice required to be given hereunder shall be made by United States Registered Mail, return receipt requested, postage prepaid, and shall be deemed to have been

received on the date noted on the receipt returned to sender. Such notice shall be addressed as follows.

UNIVERSITY: President
Shippensburg University
1871 Old Main Drive
Shippensburg, PA 17257

SU FOUNDATION: President & CEO
SU FOUNDATION
500 Newburg Road
Shippensburg, PA 17257

10. This MOU is executed pursuant to, and shall be construed under, the laws of the Commonwealth of Pennsylvania. Should any term of this MOU be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the agreement to the extent possible.
11. This MOU will commence on September 30, 2021, and will expire on September 30, 2026, unless it is renewed in writing by mutual agreement of the parties.

IN WITNESS WHEREOF, this MOU has been executed and delivered as of the date set forth in the caption above.

FOR THE SU FOUNDATION:

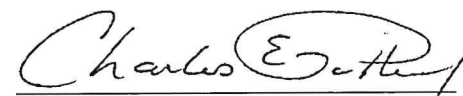


President or Vice President



Secretary or Treasurer

FOR THE UNIVERSITY:



Charles E. Patterson, PhD
Interim President

APPROVED AS TO FORM & LEGALITY:



University Legal Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SHIPPENSBURG UNIVERSITY OF PENNSYLVANIA
AND
SHIPPENSBURG UNIVERSITY STUDENT SERVICES, INC.**

SUSSI-2022-MOU

This Memorandum of Understanding is made and entered into between:

Shippensburg University Student Services, Incorporated (hereinafter “SUSS, Inc.”), Federal Tax Identification Number 54-2101819, a non-profit incorporated association, having its place of business at Shippensburg University of Pennsylvania, Ceddia Union Building, Fiscal Office Room 204, Cumberland Drive, Shippensburg, Pennsylvania 17257,

and

Shippensburg University of Pennsylvania (hereinafter “University”), an institution of higher education and a government instrumentality created pursuant to Act 188 of 1982 with its place of business at 1871 Old Main Drive, Shippensburg, Pennsylvania 17257-2299.

W I T N E S S E T H

WHEREAS, SUSS, Inc. is a non-profit association of the student body of Shippensburg University, which operates for charitable and educational purposes as those terms are defined under Section 501(c)(3) of the Internal Revenue Code and the Commonwealth’s non-profit corporation statutes; and

WHEREAS, SUSS, Inc. is a recognized affiliated entity pursuant to Board of Governors’ Policy 1985-04-A, University External Financial Support; and

WHEREAS, SUSS, Inc. manages and coordinates selected student programs and services at Shippensburg University consistent with the statutory authority granted to the President of the University and the officially recognized student government association as set forth in Section 20-2010-A(3) of Act 188 of 1982, 24 P.S. Section 20-2010-A(3); and

WHEREAS, SUSS, Inc. administers all monies received as fees and revenues subject to the provisions set forth in Section 20-2010-A(6) of Act 188 of 1982, 24 P.S. Section 20-2010-A(6) and Board of Governors’ Policy 1983-03-A entitled Student Activity Fees; and

WHEREAS, SUSS, Inc. has agreed to provide management and administration services for the operation of a University bookstore located in the Ceddia Union Building; and

WHEREAS, SUSS, Inc. has agreed to provide management and administration services for the operation of a retail mail service center located in the Ceddia Union Building; and

WHEREAS, activity fees and revenues of SUSS, Inc. support the Shippensburg University Club Sports Program, which provides opportunities for students to participate in competitive sports activities; and

WHEREAS, the University is willing to provide administrative support to the operation of the Club Sports Program; and

WHEREAS, the University and SUSS, Inc. desire to formally memorialize their relationship in a written agreement;

NOW THEREFORE, the University and SUSS, Inc., agree to the following Facility Use Agreement terms and conditions:

I. LICENSE

1. **License.** The University hereby grants to SUSS, Inc. a license to use University property as outlined in paragraph 5, including space to operate a university bookstore and a retail mail service center. This license for use is granted on the condition of payment as outlined in paragraph 6, which shall be the exclusive consideration for such license. Pursuant to the license, SUSS, Inc. shall have the exclusive right to conduct the management, administration, and operation of the bookstore at the University, directly or through sub-contracts, and the exclusive right, in conjunction with the University, to conduct the management, administration, and operation of an on-campus mail operation, directly or through sub-contracts.
2. **Term.** The term of this license shall commence upon approval of this Agreement by all necessary parties and shall continue, unless otherwise terminated as herein provided, for five (5) years.
3. **Insurance.** SUSS, Inc. shall provide the University, in advance of any use, a copy of a certificate of insurance covering comprehensive commercial liability in the amount of one million dollars (\$1,000,000.00) each occurrence; ten thousand dollars (\$10,000.00) medical expense limit for any one person; and two million dollars (\$2,000,000.00) general aggregate limit. The University must be named as an additional insured on any such certificate. In addition, the certificate shall provide that the insurance carrier will provide advance notice to the University of any termination, cancellation, discontinuance or modification in coverage of the insurance. Failure to provide such proof or the failure to maintain such insurance shall immediately suspend this Agreement and be deemed a material default.
4. **Liability.** SUSS, Inc. agrees that the University, or any organization affiliated with the University, the State System of Higher Education, or the Commonwealth and their officers, agents or employees shall not be responsible for the loss or damage to any of its property located on the University's premises by fire, theft, vandalism or other hazard without regard to whether it is alleged or true that the loss is due to University's neglect of any duty or willful or intentional action.

Furthermore, SUSS, Inc. agrees to indemnify and hold harmless the University, the State System of Higher Education, the Commonwealth of Pennsylvania and its

officers, agents and employees from all liability or contractual claims in relation to any personal injuries to any person whatsoever, or any losses or expenses due to such personal injuries or due to instance of or damages to personal property, arising from or related to the use of the facilities provided in this MOU to SUSS, Inc., its employees, agents, or representatives. SUSS, Inc.'s hold harmless obligation under this MOU includes an obligation to indemnify and hold harmless the University from all such liability except when it is alleged or true that the liability is due to neglect of duty by the University, or when it is alleged or true that it is due to the intentional or willful or reckless actions of any person, including the officers, agents and employees of the University.

This provision, or any other referencing liability, shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University and shall survive the termination of this agreement.

5. **University Facilities.** The University will license space to SUSS, Inc. in the Ceddia Union Building, without cost or expense to SUSS, Inc. This license will include utilities of electric, water, heat, air-conditioning and telephone for local calls. Extensions or adaptations shall not be made without the prior written approval of the University's Director of Facilities or designee. Light and switch panels, staging, electrical, electronic and public address systems shall not be operated without the prior written approval of the University's Director of Facilities or designee. Only the property location specified for use in this MOU shall be used.

SUSS, Inc. accepts responsibility for additional charges which are payable immediately upon demand in accordance with University rules, rates, and regulations for all additional goods and services provided. This includes, but is not limited to, repairs or replacement of damaged, defaced or stolen University property and equipment, extraordinary cleaning or logistics services, or the need for extraordinary intervention of University personnel (police, security, residence hall administrators), any of which are necessitated, among other reasons, by inadequate supervision or improper conduct of SUSS, Inc. Extraordinary, for the purposes of this MOU, shall mean going beyond what is usual, regular, customary, or specified herein and shall be applied at the reasonable discretion of the University.

University real property that will be specifically provided to SUSS, Inc. under this License is as follows: Shippensburg University permits all recognized clubs and organizations of SUSS, Inc. to use certain facilities on campus for practices and competitions including the Student Recreation Complex (SRC), ShipRec (indoor recreation center), Heiges Field House, Eckels Field, Tennis Courts, Soccer Fields, approximately 2,200 student parking spaces including the storage lot (between Fairchild Field and the SRC), resident lots (FOB, McLean, Mowrey, and west campus lots), and commuters (Adams Drive, Belmar Lot, Dauphin Drive, Lancaster and Lebanon Drive, Mowrey large lot, physical plant lot, steam plant lot, PAC lot, and the west campus lot), Fiscal Office space (2,240 sq.ft.), University bookstore space (12,642 sq. ft.), and retail mail service center (2,111 sq ft).

Real property use under this MOU may be preempted based on the academic needs of the University, which both parties acknowledge as having priority over this license.

6. **Cost.** For the purpose of tracking and reporting costs only, occupancy costs are calculated each year by the University accounting department based on utilization of space for the Fiscal Office, and space for the bookstore and retail mail service center. The parties agree that no payment shall be made to the University from any source for the use of such space.
7. **No Leasehold Interest.** The University grants in this MOU to SUSS, Inc. a non-exclusive, revocable license only. No leasehold interest for the use of the real property is created under this Agreement. However, the University will provide SUSS, Inc. with appropriate substitute space if SUSS, Inc. cannot use the initially designated space for the intended purposes.
8. **Termination.** The license granted for the use of the facilities under this MOU or the University's obligation to provide services may be terminated for the reasons set forth below upon thirty (30) days advance written notice to SUSS, Inc. Grounds for termination include but are not limited to SUSS, Inc.'s failing to make payment of any amount due hereunder; SUSS, Inc.'s violating the terms of the Memorandum of Understanding. Termination shall occur by providing SUSS, Inc. thirty (30) days' written notice. Notice shall be deemed received when deposited into the custody of the U.S. Postal Service, postage prepaid. Termination shall not occur if SUSS, Inc. cures the alleged violation within such thirty (30) day period.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO THE UNIVERSITY:

Ms. Melinda D. Fawks
Associate Vice President of Finance and Administration
Shippensburg University of Pennsylvania
1871 Old Main Drive
Shippensburg, PA 17257
Telephone: (717) 477-1121 Fax: (717) 477-4004

TO SUSS, INC.:

Mr. Gary Overly
Student Services Board President
Shippensburg University of Pennsylvania
Ceddia Union Building Room 204
1871 Old Main/Cumberland Dr.
Shippensburg, PA 17257
Telephone: (717) 477-1730 Fax: (717) 477-1636

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

SUSS, Inc.'s and the University's obligation to pay charges, which are due prior to the termination of this MOU and any damages arising from the breach of this MOU

by SUSS, Inc., or by the University will survive the termination of the MOU. This provision is in addition to and not in limitation of any other remedy the University or SUSS, Inc. may have for breach of this MOU.

9. **Independent Contractors.** The University and SUSS, Inc. acknowledge that they are independent contractors in regard to this MOU and the University is not SUSS, Inc.'s agent for any purpose whatsoever or vice-versa. Neither party will have the authority to enter into any contract/agreement nor assume any obligation for the other, nor shall anything herein be construed to establish any partnership, joint venture, or principal-agent relationship between the University and SUSS, Inc. Neither shall use the other's name or likeness without prior written consent of the other.

10. **Damage of University Property.** In case of damage or destruction to the property of the University due to actions, whether intentional or unintentional, by SUSS, Inc. or its employees, agents, contractors, or representatives, SUSS, Inc. will be responsible for the cost of replacing the property destroyed, or at the University's option, for the cost of restoring the property to its original condition.

SUSS, Inc. agrees not to modify or deface the facilities of the University in any way, and understands that this provision includes a requirement that the University's permission must be granted specifically for any decorations placed on or about University facilities by SUSS, Inc. Such permission shall not be unreasonably withheld, conditioned or delayed.

11. **Applicable Laws/Policies.** SUSS, Inc. agrees that it shall conduct no activity on the University's premises in violation of any applicable law or in violation of any University regulation or policy, or in opposition to any reasonable direction that may be issued from time to time by the University Administration.

SUSS, Inc. employees, representatives, contractors, and assigns must adhere to all fire and safety codes and regulations.

12. **Ejectment.** The University reserves the right to eject any objectionable person or persons from the University premises at all times, including periods when the facility/real property is provided to SUSS, Inc. pursuant to this MOU.

13. **Delay of Performance.** The University shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance, acts of God and the like. Otherwise the University shall provide reasonably suitable substitute facilities at its sole cost and expense.

14. **Assignment.** SUSS, Inc. may not assign this license.

15. **Modification.** No changes shall be made in any of the terms of this MOU without the prior written consent of both parties and with the same formality as this original rider/agreement.

16. **Controlling Law.** This MOU shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. SUSS, Inc. consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. SUSS, Inc. agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.
17. **Default.** If SUSS, Inc. fails to observe, keep, or perform any other provisions of this MOU required to be observed, kept or performed by SUSS, Inc., or if SUSS, Inc. becomes insolvent or attempts to assign its rights, the University shall have the right to exercise any one or more of the following remedies:
- To terminate the License herein granted;
 - To recover all funds then accrued or thereafter accruing, with respect to any accounts established under this MOU;
 - To take possession of the real property without demand or notice, wherever it may be located, without court order or other process of law. SUSS, Inc. hereby waives any and all damages occasioned by such taking of possession;
 - To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which University may take, SUSS, Inc. shall be and remain liable for the full performance of all obligations on its part to be performed under this MOU, unless action of the University makes performance impossible or unreasonable. All such remedies are cumulative and may be exercised concurrently or separately.
18. **Non-Waiver.** The failure of either party to exercise any of its rights under this MOU for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
19. **Binding Effect.** This Agreement shall not be binding and shall have no legal force or effect until the review and approval of the Office of University Legal Counsel of the State System of Higher Education and of the Offices of Attorney General of Pennsylvania are obtained.
20. **Severability.** If any provision of this MOU shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.
21. **Entire Agreement.** This MOU contains the entire agreement between the University and SUSS, Inc. regarding the license of University premises and supersedes all prior oral or written agreements or understandings.

II. ADMINISTRATION OF THE CLUB SPORTS PROGRAM

The University and SUSS, Inc., agree to the administration of the Club Sports Program as follows:

1. **Program and Fiscal Oversight.** The University, with the consent of SUSS, Inc. will assign a Coordinator of Club Sports to assist SUSS, Inc. in the administration of the Club Sports Program. In addition, the University will provide fiscal oversight services to the SUSS, Inc. from the Coordinator of Club Sports or his/her designee. The Coordinator of Club Sports will work in conjunction with the leadership of SUSS, Inc. and the University's Student Government Association in developing and maintaining policies and a Club Sports Handbook. The Club Sports Handbook will include assumption of risk forms for the University and SUSS, Inc., which will be required to be executed by club sports members prior to their participating in a club sport. The Club Sports Handbook shall also include officer duties, an advisor contract, and expectations of adult volunteers.
2. **Sports Clubs Budgeting.** Budgeting procedures, line-item allowances, penalty sanctions for sports clubs, and non-compliance with rules and procedures are itemized in the Budget & Finance Committee Standing Rules of the Student Government Association and the Club Sports Handbook.
3. **Insurance Coverage.** SUSS, Inc. shall carry standard comprehensive commercial liability insurance coverage available through an insurance company licensed in the Commonwealth of Pennsylvania in the following amounts:
 - Per occurrence...\$1,000,000
 - Personal injury/medical expense...\$10,000
 - General aggregate...\$2,000,000

The University shall be listed as an additional insured on the certificate of insurance.


4. **Use of University Property for Activities.** Shippensburg University shall permit all recognized clubs and related organizations that are part of SUSS, Inc. to use certain facilities on campus including the Student Recreation Complex (SRC), ShipRec (indoor recreation center), Heiges Field House, Eckels Field, Henderson Gymnasium, Tennis Courts, etc., for practices and competitions consistent with the terms and conditions set forth in this Memorandum of Understanding.

III. TERM

This Memorandum of Understanding will be effective for five years after full execution by the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the above-referenced date.

SHIPPENSBURG UNIVERSITY
STUDENT SERVICES, INC.:




President



Secretary or Treasurer

SHIPPENSBURG UNIVERSITY
OF PENNSYLVANIA:



President

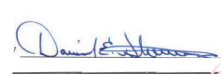


Assoc VP for Administration & Finance

Reviewed as to form and legality:

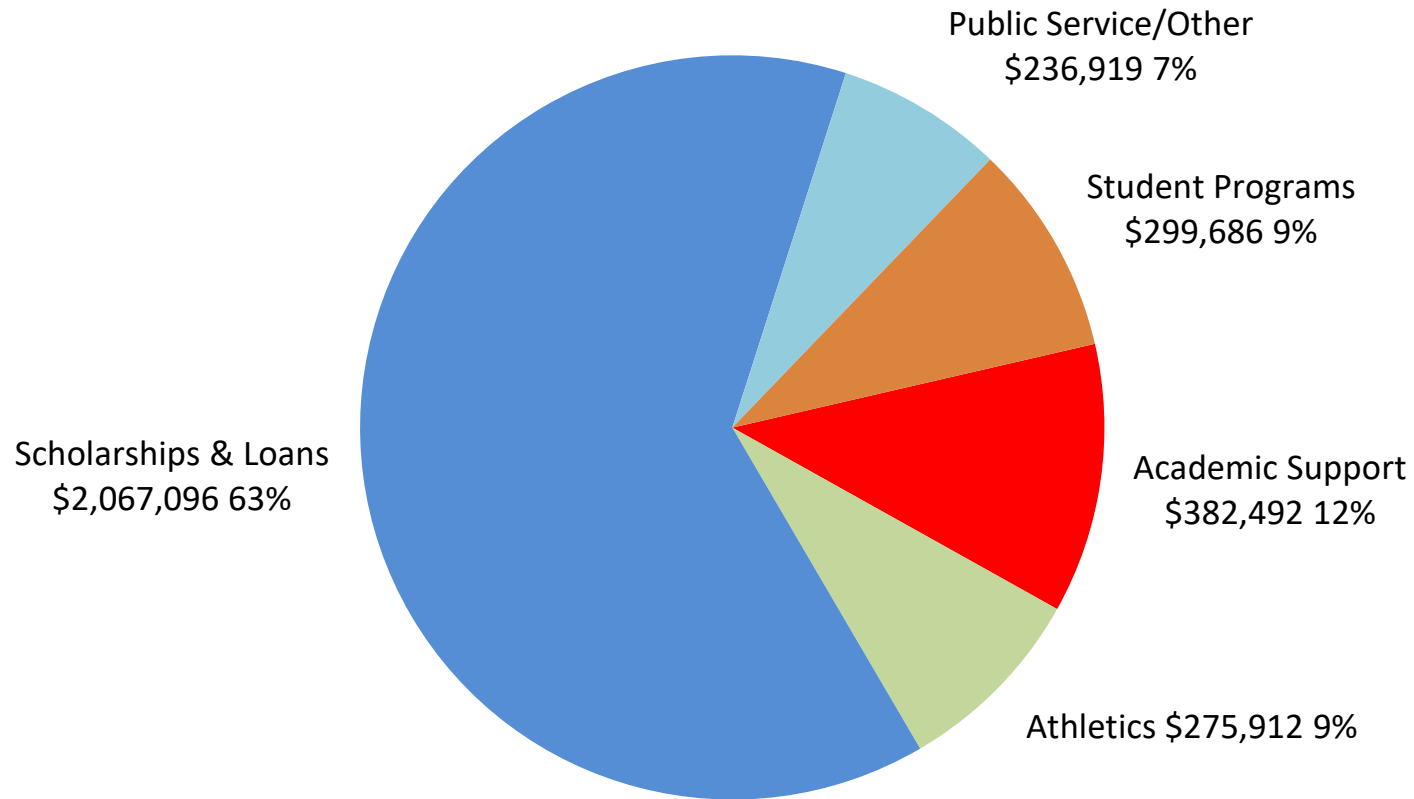


University Legal Counsel



Digitally signed by David E. Stover,
Senior Deputy Attorney General
Date: 2023.01.24 08:19:17 -05'00'
Deputy Attorney General
Commonwealth of Pennsylvania

2022-2023
SU FOUNDATION
UNIVERSITY SUPPORT
\$3,262,105



SUF and SU Contracts Summary

	Start Date	End Date	Term	Annual Lease Payment	Other Costs	Purpose	Funding Source
Leases							
Headstart	06/21/23	06/20/24	1 year	\$ 44,631.00		Head Start Grant Space	Grant
Spiritual Center	08/01/23	07/31/24	1 year	\$ 35,000.00	\$38,000 for Cleaning/Weeding	Office/Meeting Space	E&G
Hoffman Mills	08/01/23	07/31/24	1 year	\$ 215,000.00	\$52,000 for Utilities	Warehouse Space	E&G
Conference Center	06/30/20	06/29/25	5 year	\$ 325,000.00	\$60,000 for Cleaning/Utilities	Conference/Office Space	E&G
Davis House	02/01/23	01/31/24	1 year	\$ 28,000.00	\$4,000 for Utilities	Fashion Archives Space	E&G
Contracts for Service							
Comprehensive Fundraising Service	11/01/23	9/30/24	1 year	\$ 510,000.00	Not to Exceed	Fundraising Services	E&G
JCJC Payroll Services-CJJTR	08/01/23	06/30/24	1 year	\$ 693,089.65	Cost + 10%	Payroll Services for JCJC Grant	Grant
JCJC Payroll Services-Secure Detention	01/01/23	12/31/23	1 years	\$ 477,830.00	Cost + 10%	Payroll Services for JCJC Grant	Grant
Child and Family Center	10/12/23	09/30/24	1 year	\$ -	FY22/23 cost was \$0	Operation of Child & Family Center	E&G
LPAC Box Office Management Services	07/01/23	06/30/24	1 year	\$ 5,000.00	Credit Card Service Fees	LPAC Box Office Mgmt Services	E&G
			Total Annual Lease/Services	\$ 2,333,550.65			
			+ Other Costs	\$ 154,000.00			
				\$ 2,487,550.65			

**PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
FIDUCIARY AGREEMENT**

SU-2022-09-30

BY THIS AGREEMENT, entered into this 1st day of October 2022, the **SHIPPENSBURG UNIVERSITY STUDENT SERVICES, INC.**, hereinafter “**Affiliate**” or “**Student Services**,” Federal I.D. Number 54-2101819 and **SHIPPENSBURG UNIVERSITY OF PENNSYLVANIA**, hereinafter “**University**,” Federal I. D. Number 23-2500361 are entering into a fiduciary relationship with respect to certain university assets, subjecting the Affiliate to equitable duties for the investment management of the assets for the benefit of the University. In return for the confidence placed in the Affiliate, the Affiliate will be obliged to apply property faithfully and according to such confidence. Therefore, intending to be legally bound hereby, the parties hereto agree as follows:

1. The University will transfer the excess income generated by the University-run athletic camps to Student Services. The excess income will be used to fund athletic scholarships. Neither appropriated funds nor other funds of a current-unrestricted nature may be transferred. The University shall retain title to all assigned assets (principal and interest) assigned to, and/or invested by, Student Services acting as the University’s fiduciary. All assignment of assets must be authorized in writing by the President of the University or his/her designee. This fiduciary agreement identifies the only funds for which the investment management is assigned to the Student Services.
2. Student Services shall hold and manage assigned assets for the University. Assets shall be placed only in “authorized investments” as defined in the Pennsylvania State System of Higher Education (PASSHE) Board of Governors’ Policy 1986-02-A; Investment, and investment guidelines of the University. Student Services will be bound by the “prudent man rule” as defined in the Decedents, Estate, and Fiduciaries Act of 1972 (Act of June 30, 1972, P.L. 508, No. 164) §7302.
3. Concurrent with the assignment, the University shall inform Student Services of all prior restrictions, rules, and agreements governing each assigned asset. The Student Services is obligated to honor all prior restrictions, rules, and agreements governing each assigned asset. Student Services may not alter the purpose of any assigned asset.
4. Student Services is bound to act, with all due speed and without a vote of its Board of Directors, upon the written request by the President of the University or his/her designee, for the return of assigned assets and for checks drawn upon assigned funds, including the payment of all bills and other obligations associated with each fund.
5. Student Services may levy charges approved by the University that represent the actual direct cost associated with managing the assets assigned. General administrative overhead fees, service charges, and indirect costs are not allowable.

6. All assigned University assets will be audited in Student Services annual independent audit and any special audits required by the President of the University or his/her designee, which will be presented to the University in accordance with PASSHE policies and regulations.
7. Either party reserves the right to revoke this Agreement at any time without cause upon thirty (30) days' written notice. Student Services shall then return all University assigned assets, principal at market value, and unspent accrued interest, within ten (10) working days from the expiration of the University's notice. Marketable securities held by Student Services shall not be sold upon notice of revocation. Possession of all equities and unexpired bonds and other investments shall be reassigned to the University within the time frame herein required, or upon a schedule that the University shall specify.
8. This Agreement expires on September 30, 2027. This Agreement may be amended at any time by mutual agreement between the University and Student Services and with the approval of PASSHE's Vice Chancellor for Administration and Finance.
9. In all questions arising from this Agreement, the laws of the Commonwealth of Pennsylvania shall apply.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Fiduciary Agreement as of the date and year first above written.

FOR STUDENT SERVICES:

Gary Overly
Signature
Board President
Title
11/09/2022
Date

Erin Stenler
Signature
Board Secretary
Title
11/9/2022
Date

FOR THE UNIVERSITY:

Charles...
President

Date

Melinda Fawkes
Interim VP for Administration & Finance
11-15-2022
Date

PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION:

FOR THE CHANCELLOR:

Sharon Winnich
Vice Chancellor for Administration & Finance
1/10/2023
Date

Approved as to Form and Legality:

Michael Steig
University Legal Counsel
1/9/2023
Date

FOR THE ATTORNEY GENERAL:

David E. Stover
Signature

Title

Date

Digitally signed by David E. Stover,
Senior Deputy Attorney General
Date: 2023.01.24 09:44:38 -05'00'

Shippensburg University
Support to
S. U. Student Services, Inc.
For 2023-2024

Operating

697500 Employee Tuition Waiver	\$ 31,252	Tuition Waiver for SUSSI employees/dpdnts
Facilities Occupancy Costs	\$316,051	Provide Physical Space for SUSSI Operations

Total 600000/700000 Area	\$347,303	

Council of Trustees

Shippensburg University
1871 Old Main Drive
Shippensburg, PA 17257-2299



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Council of Trustees
Friday, September 15, 2023

ACTION

Public Meeting Minutes

The Council of Trustees of Shippensburg University met on Friday, September 15, 2023, at 2:02PM in CUB MPR A as well as visible through a live stream.

Attendance: L. Michael Ross, Doug Harbach, Bill Gindlesperger, Andrew Alosi, Glen Grell, Rangeline DeJesus, Toni Marchowsky (remote) and Bryan Lowe (remote) were in attendance.

Absent: George McElwee and Matthew Steck

Call to Order

Chairman Doug Harbach called the meeting to order at 2:02 PM. He thanked the trustees for allowing him to serve as chair and asked for feedback during his tenure. He also thanked Trustee Alosi for serving as the prior chair. For transparency purposes, Chairman Harbach alerted the council that moving forward a recording of each meeting will be posted online. He then led the council in the Pledge of Allegiance.

Public Comments – none

Board Action Items

ACTION: The Published Agenda was motioned for approval by Trustee DeJesus and seconded by Trustee Grell. Motion approved unanimously.

ACTION: Meeting minutes from May 19, 2023 was motioned for approval by Trustee Grell and seconded by Trustee Ross. Passed unanimously.

President's Report

President Patterson presented to the trustees during the workshop session about the State System Budget which was signed into law on August 3rd with a 6% increase in appropriations as well as a fiscal code that will freeze tuition for the next year. He also provided an update on corporate engagement activities and public private partnerships with Google. The President gave information regarding upcoming summer and fall meetings, speaking engagements and special events. He thanked Kurt Dunkel and the SU Connection AOD program for their continued efforts with fighting the opioid epidemic. The President gave an update on the Franklin Science Center, Kriner Hall and Henderson Gymnasium renovations. He gave an update on enrollment stabilization and that headcount and FTE is close to flat as compared to last year. He

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recognized the new Chief of Police, Patrick Taylor and discussed the successful testing of the SU Alert System.

ACTION: The 2024 Council of Trustee Dates was motioned for approval by Trustee Gindlesberger and seconded by Trustee DeJesus. Motion approved unanimously.

ACTION: The 2023-2024 Order of Succession was motioned for approval by Trustee Ross and seconded by Trustee Alosi. Motion approved unanimously.

ACTION: The Naming of College of Business Forum was motioned for approval by Trustee Gindlesberger and seconded by Trustee Ross. Motion approved unanimously.

From the Division of Academic Affairs

Provost Nicole Hill presented the following information for Academic Affairs:

The power of education reverberates for generations across family, friends, and colleagues, and within communities. The future of Shippensburg University is created every single day by every single action we take. As provost and serving in this role the past year I've been inspired by countless stories of student success and accomplishment, faculty work across all the roles of the professorate that cultivate such student development and achievement, and our collaborations across divisions and offices. These stories have expanded and deepened my understanding of the quality academic experience and education we create here at Shippensburg University.

This fall we welcome to campus one dean; Dr. Sabita Manian, College of Arts and Sciences, and four new tenure track faculty members, namely; Doctors Emily Besecker for biology, Corey Williams in economics, Mengzhu Fu in psychology and Mr. Westley Welty, teacher education and also second grade teacher at G. Blues. We're also honored to welcome Dr. Colin Campbell as a Frederick Douglass Institute scholar to our communication studies department. The purpose of the FDI Collaborative is to advance educational excellence for historically underserved and upper underrepresented students, and we are grateful for the expertise and impact. Dr. Campbell brings to our campus, and our students. Having spent time with our new faculty at new faculty orientation and hearing feedback from their colleagues, department chairs, and deans, I was immediately impressed with their commitment to inclusive pedagogy, service through leadership mindset, and dedication to student success. Our campus will be richer because of their presence.

We continue to be focused on the first-year experience and transition for our students. During the first day of the semester the first-year experience and new student orientation and family programs offered the university welcome tent on the quad. We provided directions and support to over 531 students. On Monday, the first day was our busiest day, with 316 students, checking in between 7:30 and 2:00, and

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receiving some of this support. In August 2023, 14 of our academic departments participated in the first-year friendly retreat and presented their innovative teaching approaches to better meet the needs of the first-year student. We are reconvening such a group on September 21st to revisit the progress that was made and identify ongoing strategies to ensure our classrooms are advising, and all of our spaces in academics are responsive and first-year friendly.

In the Lehman Library we're excited to welcome the Rosenberry collection. This collection will generally comprise broadsides and books dated in the 18th and 19th century, a quarter of which are in German. It features a comprehensive collection of an innovative local printer in the Carlisle, Harrisburg area, Gustav Samuel Peters, who was the first printer in America to print in color. We will be hosting a reception to celebrate this on October 20th, at 4:00PM.

Our commitment to student success is a core dedication of the university. As one exemplar of our student success resources, our course-based peer tutoring increased 6.3% compared to last academic year with a total of over 1,500 appointments. Student feedback on peer tutoring services remains strong with over 95% of our students who experience tutoring feeling like they could be competent and independently apply what they learned in the tutoring sessions. As another exemplar, our learning specialists experienced a 12.5% increase in appointments and had a 35% increase in the number of individual students served. Our learning specialists reported that students tended to want support with student strategy, time management and using resources.

For the remainder of my time, I want to highlight some of the student and faculty accomplishments. The department of sociology and anthropology is particularly proud of their growing focus on student research. In addition to class-based research, Dr. Eppard published an article with 3 undergraduate students, entitled "The Continuing Association between Racial Prejudice and Government Assistance Beliefs." Dr. Allison Carey co-presented with a graduate student on "Representation of Intellectual Disability and Friendship in American Film."

Holly Garner, our director of G. Blues and Alison Mellott, another teacher education faculty member coauthored an article for the International Association of Laboratory Schools Journal, entitled "Personal Professional Perspectives and Exploration of the Shared Experiences of Teachers and Families During Pandemic Instruction." Four of our chemistry majors were selected to participate in the prestigious National Science Foundation Research experience for undergraduate programs. During the summer they were located at the University of Utah, Penn State, Middle Tennessee State University, and North Dakota State University. Nicole Santalucia, a faculty member in english, was a poet in residence for a week at Tioga Arts Council in Owego, New York in July. Dr. Lonca Bailey directed the US State Department study of the US Institute for Student Leaders from Europe. It was a five-week summer institute held here on campus focusing on environmental issues. It was the first of a two-year program funded by a \$340,000

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grant from the US State Department. Our ROTC cadets have significant summer experiences, and I'd like to highlight 2 cadets specifically. Both Cadet Robert Lissner and Cadet George Drivas, both senior exercise science majors earned RECONDO honors for exceeding every standard at advance camp this past summer with the highest levels of physical fitness, tactical proficiency and leadership excellence. Fewer than 12% of cadets nationwide accomplish this impressive feat. Thank you trustees for this opportunity to highlight programs, accomplishments and academic affairs.

From the Division of Administration & Finance

ACTION: The 23-24 Budget was motioned for adoption by Trustee Grell and seconded by Trustee DeJesus. Motion approved unanimously.

Purchases and contracts were shared for April 24, 2023-August 13, 2023.

From the Division of Enrollment Management

Dr. Megan Luft shared that the admissions team has visited over 5,000 high schools and made over 15,000 meaningful contacts to potential incoming students. Freeze will occur on 10/18 and the final numbers will be shared at the State of the Union address on 10/26. Many of the populations have seen increase, especially in the graduate area. Financial Aid is wrapping up the 2023 cycle and preparing for changes with the upcoming FAFSA. Marketing is working on increasing brand awareness through billboards, etc. The first open house of the season occurred on 9/9 with an 86% show rate.

Reports

APSCUF Report

Dr. Bennett thanked the trustees for their continued efforts to connect legislators and policymakers to advance the educational message of Shippensburg University. He encouraged the trustees to reach out to the departments and colleges to build more awareness and connections. He shared some faculty highlights: Dr. Christina Royce, Rhodes Scholar and resident at Hollin's University Children's Literature and Children's Book Illustration Program, Dr. Joseph Zume, awarded a 3-year NSF student research experience grant. Dr. Bennett then thanked of many mix-load and non-instructional faculty on campus that have helped enhance the learning experience (directors of special programs, ship start, academic advisors, librarians, counselors, multicultural student affairs, athletic directors and trainers.)

AFSCME Report

Stephanie Decker shared that the contract was ratified in August and thanked everyone for their hard work.

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SCUPA Report

Kyle Miller shared highlights that SCUPA members have been working to enroll ship start, first time in college, transfer and graduate students. Housing and residence life teams spearheaded significant updates in Naugle Hall. The recreation department implemented the new Ship Recreation App and it is available for download. The PAGE Center and Fraternity & Sorority Life have energized support and advocacy for survivors of gender-based violence along with prevention efforts. Alumni relations and multicultural student affairs and student affairs have been collaborating on a schedule of activities for homecoming weekend. The collective bargaining agreement that began in 2019 expired on 6/30/23 and negotiations for a new agreement are underway.

Alumni Association Report

Steve Thomas, President of the alumni association highlighted information past, present and future programs that are currently going on. Alumni weekend had almost 200 people stay in Harley Hall. For the 50th reunion dinner there were 85 attendees and 250 for the annual pub bus tour. 75 alumni returned for the Communications and Journalism reunion. 300 plus attendees were at the All-Greek alumni reunion and continues to be one of the staple activities for alumni weekend. For upcoming events, 5/31 & 6/1 will be the next alumni weekend and planning will start shortly. Today is the kick-off for the alumni board retreat and new board members will be elected. The multicultural mentoring program will be kicking off on 9/19 and will be using ShipConnects. The annual golf tournament is coming up and will be held at an alumni owned golf course. He thanked the trustees for their sponsorships of this event. Next Saturday is the annual legacy pinning. September will hold cookies & conversation with alumni and an away tailgate at Shepherd University. The alumni association will participate in the homecoming parade and the alumni awards of distinction.

Student Government Association Report- none

Graduate Student Association Board Report

Carissa Matthiesen and Alecedys Clarke shared they will be holding donuts & coffee the first Monday of each month to engage with graduate students. Ice cream socials, wing nights, movie night and game nights have been offered already and will continue. They are working with Karen Johnson and the graduate success center to revamp the graduate student association and connect more graduate students to the resources that are available, such as the writing center.

New Business – none

Next meeting: November 17, 2023

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Adjournment

The meeting adjourned at 2:57 PM.

Submitted by: Lorie Davis

Reviewed:

Doug Harbach, Chair, Council of Trustees

Bill Gindlesperger, Secretary, Council of Trustees