

AGENDA

EASTERN KENTUCKY UNIVERSITY BOARD OF REGENTS

QUARTERLY MEETING

Friday, September 16, 2022



AGENDA

Eastern Kentucky University Board of Regents

Quarterly Meeting

September 16, 2022

Eastern Kentucky University Board of Regents

> Quarterly Meeting Agenda

September 16, 2022 9:00 a.m.

Partially Via Video Teleconference

Primary Physical Viewing Location:

Keen Johnson Building Walnut Hall Eastern Kentucky University

SCHEDULE

9:00 a.m. Convene Board Meeting, Keen Johnson Building, Walnut Hall

12:00 p.m. Lunch, Case Dining, Regents Room

Eastern Kentucky University Board of Regents

> Quarterly Meeting Agenda

September 16, 2022 9:00 a.m.

Partially Via Video Teleconference

Primary Physical Viewing Location:

Keen Johnson Building Walnut Hall Eastern Kentucky University

- I. Call to Order
- II. Resolutions
 - A. Lewis Diaz
 - B. Vasu Vasudevan

III. Information Items

- A. University Reports
 - 1. Academic Affairs Update (Dr. Sara Zeigler, Provost & Senior Vice President)

 - 3. Enrollment and Student Experience Update (Dr. Dannie Moore, Vice President & Dr. Tanlee Wasson, Senior Vice President)
 - 4. Development Update (Betina Gardner, Vice President)
 - 5. Athletics Update (Matt Roan, J.D., Vice President and Director of Athletics)
 - 6. Committee Reports (Mike Eaves, J.D., Chair)
- B. Additional Reports to the Board
 - **1.** Faculty Senate Update (Dr. Richard Crosby)
 - 2. Staff Council Update (Dr. Caelin Scott, Chair)
 - 3. Paige Murphy, SGA President
 - 4. Dr. David T. McFaddin, President
 - 5. Mike Eaves, J.D., Chair of the Board

IV. Action Items

Α.	Approval of the Minutes for the Full Board Meeting on June 14, 2022, and the Special	Meeting on
	July 21, 2022 (Mike Eaves, J.D.)	
B.	Approval of the Personnel Actions (Dr. David T. McFaddin)	26

- **D.** Report from the Council on Academic Affairs (**Dr. Sara Zeigler**)

- V. Executive Session
- VI. New Business
- VII. Regent Comments
- VIII. Appointment of Ad Hoc Committee-Board Governance & Evaluation (Mike Eaves, J.D.)
- IX. Adjournment



Eastern Kentucky University

Financial Update September 16, 2022

Budget to Actual Summary

* Preliminary / Draft - Unaudited

August 31,		Revenue			Expense		
FY 2022-23			Percent			Percent	Change in
Fund	Revenue Budget	Actual Revenue	Realized	Expense Budget	Actual Expense	Realized	Net Position
Education & General Auxiliary	243,748,995 30,199,039	98,922,519 13,524,090	40.58% 44.78%	255,959,295 30,199,039	55,306,241 4,028,611	21.61% 13.34%	43,616,278 9,495,479
Auxiliary	30,199,039	13,324,030	44.70/0	30,199,039	4,028,011	13.34/0	3,433,473
Subtotal Operations	273,948,034	112,446,609	41.05%	286,158,334	59,334,852	20.73%	53,111,757
Federal HEERF Support	12,210,300						
Total	286,158,334	112,446,609		286,158,334	59,334,852		53,111,757
August 31,		Revenue			Expense		
FY 2021-22							
			Percent			Percent	Change in
Fund	Revenue Budget	Actual Revenue	Realized	Expense Budget	Actual Expense	Realized	Net Position
Education & General	230,931,588	95,438,623	41.33%	249,340,141	49,408,832	19.82%	46,029,792
Auxiliary	28,108,727	11,896,704	42.32%	28,108,727	3,590,602	12.77%	8,306,103
Subtotal Operations	259,040,315	107,335,328	41.44%	277,448,868	52,999,434	19.10%	54,335,894
Federal HEERF Support	18,408,553	5,116,119					5,116,119
Total	277,448,868	112,451,447		277,448,868	52,999,434		59,452,013



E & G Revenue by Classification

* Preliminary / Draft - Unaudited

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	F	Y 2022-23		F			
Revenue Source	Budget	Actual	Percent Realized	Budget	Actual	Percent Realized	Variance
Tuition and Class Fees	146,077,448	74,232,363	50.82%	142,805,424	72,032,418	50.44%	2,199,945
State Appropriations	79,251,800	23,835,400	30.08%	74,444,100	22,333,300	30.00%	1,502,100
Government Grants and Contracts	2,450,000	89,840	3.67%	2,400,370	107,656	4.48%	(17,816)
Private Gifts, Grants and Contracts	665,919	209,942	31.53%	334,794	399,220	119.24%	(189,278)
Educational Sales and Services	7,110,687	344,830	4.85%	5,982,733	266,035	4.45%	78,795
Other Sources	8,193,142	210,145	2.56%	4,964,167	299,994	6.04%	(89,849)
Total	243,748,995	98,922,519	40.58%	230,931,588	95,438,623	41.33%	3,483,896



E & G Expense by Classification

* Preliminary / D	raft - Unaudited	
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e Preniminary / Drajt - Onadaitea	F	Y 2022-23		FY 2021-22				
Expense Classification	Budget	Actual	Percent Realized	Revised Budget	Actual	Percent Realized	Variance	
Instruction	88,548,659	11,007,986	12.43%	86,272,994	10,158,771	11.78%	849,214	
Research	93,474	23,660	25.31%	100,514	41,281	41.07%	(17,622)	
Public Service	1,585,355	206,026	13.00%	1,738,457	219,955	12.65%	(13,929)	
Academic Support & Libraries	24,907,169	4,316,887	17.33%	24,253,525	4,247,178	17.51%	69,709	
Student Services	24,921,591	3,560,362	14.29%	20,457,463	3,224,692	15.76%	335,670	
Institutional Support	49,810,682	10,429,661	20.94%	49,580,181	7,183,177	14.49%	3,246,483	
Operation and Maintenance of Plant	24,606,792	3,946,077	16.04%	23,611,330	4,227,311	17.90%	(281,234)	
Scholarships and Fellowships	41,485,575	21,815,583	52.59%	43,325,677	20,106,466	46.41%	1,709,117	
Total	255,959,295	55,306,241	21.61%	249,340,141	49,408,832	19.82%	5,897,409	



Budget to Actual Summary – Primary Auxiliaries

* Preliminary / Draft - Unaudited							
		Revenue			Expense		
August 31, FY 2022-23							
			Percent			Percent	Change in
Auxiliary Unit	Revenue Budget	Actual Revenue	Realized	Expense Budget	Actual Expense	Realized	Net Position
Campus Recreation Center	1,651,850	781,719	47.32%	1,651,850	137,539	8.33%	644,180
Center for the Arts	1,330,000	513,871	0.00%	1,330,000	242,002	0.00%	271,869
Housing	20,301,961	10,282,667	50.65%	20,301,961	2,586,342	12.74%	7,696,325
Parking Operations	1,400,000	1,131,779	80.84%	1,400,000	142,815	10.20%	988,963
University Club at Arlington	1,621,434	442,898	27.32%	1,621,434	380,596	23.47%	62,302
Total	26,305,245	13,152,934	50.00%	26,305,245	3,489,295	13.26%	9,663,640
		Revenue			Expense		
August 31,							
FY 2021-22			Percent			Percent	Change in
Auxiliary Unit	Revenue Budget	Actual Revenue	Realized	Expense Budget	Actual Expense	Realized	Net Position
Campus Recreation Center	1,443,850	633,323	43.86%	1,443,850	129,494	8.97%	503,829
Center for the Arts	831,840	122,091	0.00%	831,840	41,755	0.00%	80,336
Housing	19,422,394	9,418,629	48.49%	19,422,394	2,621,870	13.50%	6,796,759
Parking Operations	1,305,000	932,139	71.43%	1,305,000	77,101	5.91%	855,038
University Club at Arlington	1,537,400	382,636	24.89%	1,537,400	237,735	15.46%	144,901
Total	24,540,484	11,488,817	46.82%	24,540,484	3,107,955	12.66%	8,380,863



Actual Performance Comparison – Primary Auxiliaries

* Preliminary / Draft - Unaudited	Change in Net Position						
Auxiliary Unit	FY 2022-23	FY 2021-22	Variance				
Campus Recreation Center	644,180	503,829	140,351				
Center for the Arts	271,869	80,336	191,533				
Housing	7,696,325	6,796,759	899,567				
Parking Operations	988,963	855,038	133,925				
University Club at Arlington	62,302	144,901	(82,599)				
Total	9,663,640	8,380,863	1,282,777				



Questions?



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Minutes of a Regularly Scheduled Meeting Eastern Kentucky University Board of Regents

June 14, 2022 9 a.m. Partially Via Video Teleconference

EKU Center for the Arts Main Stage Eastern Kentucky University

I. Call to Order

A regularly scheduled meeting of the Eastern Kentucky University Board of Regents convened on June 14, 2022, at 9:15 a.m. at the Center for the Arts, Eastern Kentucky University, Richmond, Kentucky. Chair Diaz called the meeting to order. A quorum was established.

Present

Mr. Lewis Diaz Ms. Laura Babbage Mr. Juan Castro Mr. Jeremiah Duerson Mr. Mike Eaves Mr. Alan Long Dr. Jason Marion Ms. Jenna Smith Ms. Lynn Taylor Tye

Via Video Teleconference

Mr. Vasu Vasudevan Mr. Ashley Ward Dr. David McFaddin

II. Information Items

A. <u>University Reports</u>

1. Regent Alan Long & Brad Compton, AVP, Audit Plan by Crowe Horwath, LLP

Regent Alan Long and Brad Compton, AVP, gave a brief presentation regarding the upcoming year-end audit, which detailed, among other things, the audit practices and new

accounting and auditing pronouncements for the fiscal year ending June 30, 2022, a copy of which is incorporated herein and will be included with the official copy of the minutes.

1a. Approval of Resolution of Recognition

Chair Diaz asked Athletics Director, Matt Roan, to approach the podium to present a resolution acknowledging the athletic accomplishments of Ahmed Jaziri who won the national title in the men's 3,000-meter steeplechase at the 2022 NCAA Outdoor Track and Field Championship, a copy of which is incorporated herein and will be included with the official copy of the minutes. A motion was made by Regent Marion to approve the resolution. The motion was seconded by Regent Castro. The motion passed unanimously by voice vote.

2. Dr. Sara Ziegler, Academic Affairs Update

Dr. Sara Zeigler, Provost and Senior Vice President for Academic Affairs, presented the academic affairs update, including an update on the Dean searches, college highlights, student spotlights, an academic program review, and a SACSCOC 5th year interim report update. The presentation is incorporated herein and will be included with the official copy of the minutes.

3. Mr. Barry Poynter, Financial Update

Mr. Barry Poynter, Senior Vice President for Finance and Administration, presented a financial update as of April 30, 2022. The report is incorporated herein and will be included with the official copy of the minutes.

4. Dr. Tanlee Wasson, Student Success & Enrollment Update

Dr. Tanlee Wasson, Senior Vice President for Student Success, Engagement & Opportunity, gave a report detailing Fall 2022 recruitment, retention, enrollment, and housing. In addition, the report provided an update on Big E Central and the next step goals. The presentation is incorporated herein and will be included with the official copy of the minutes.

5. Dr. Dannie Moore, Diversity, Equity, and Inclusion Update

Dr. Dannie Moore, Vice President for Student Life and Chief Diversity, Equity, and Inclusion Officer, gave a presentation on how EKU aligns with the Council on Postsecondary Education's diversity policy along with enrollment and retention highlights and next step goals. The presentation is incorporated herein and will be included with the official copy of the minutes.

6. Ms. Betina Gardner, Development Update

Ms. Betina Gardner, Vice President for University Development and Alumni Engagement, and Executive Director of the EKU Foundation, presented a report on the progress of the Make No Little Plans Campaign, the FY22 fundraising report through April 30, 2022, the results of the April Giving Campaign, and Alumni Engagement events. The presentation is incorporated herein and will be included with the official copy of the minutes.

7. Mr. Matt Roan, Vice President, and Director of Athletics

Mr. Matt Roan, Vice President, and Director of Athletics, gave a presentation on the success of campus recreation, athlete academic excellence, athletic teams' points of pride, an update of the Elevate Eastern campaign, and the Alumni Coliseum renovation timeline. The presentation is incorporated herein and will be included with the official copy of the minutes.

[The Chair adjourned for a recess at 10:36 a.m. The meeting reconvened at 10:55 a.m.]

B. Additional Reports to the Board

1. Written Reports

a. Dr. Richard Crosby, Faculty Senate Chair

Dr. Richard Crosby, Chair of the Faculty Senate, submitted a written report to the board, a copy of which is incorporated herein and will be included with the official copy of the minutes.

b. Dr. Caelin Scott, Staff Council Chair

Dr. Caelin Scott, Chair of Staff Council, submitted a written report to the Board, a copy of which is incorporated herein and will be included with the official copy of the minutes.

2. Ms. Jenna Smith, Student Government Association President

Ms. Jenna Smith, President of the Student Government Association, delivered the following report:

Good afternoon, everyone. It is a privilege, as always, to be speaking to you. Today is bittersweet, as it is the last time I will be addressing you as student regent. However, it is far more sweet than bitter, as I will be proceeded by my best friend, sorority little, and one of my own personal role models. I am extremely confident in the future of SGA under the leadership of President Paige Murphy and her Vice, Travis Pendygraft. I remember this time last year when I sat in her exact seat, so eager to see what my year on the board would hold. She has been my cheerleader and biggest supporter behind the scenes, and I am most eager today to switch seats and cheer her on for her term. You all are truly getting one of the most special and qualified people I have ever met to represent the student body on this distinguished board.

The Eastern Kentucky University Student Government Association Spring elections took place on March 24th, and we had 1,340 students participate, which is about 10% of the student body. We increased voter turnout by about 200 students compared to last spring's elections. The Murphy/Pendygraft ticket won by 258 votes.

The Spring semester now holds four annual SGA initiatives including Mental Health Week, Earth Week, Diversity Week, and Safety Week. Two of these are brand new to the Smith/Nguyen administration. Each initiative is designed to address an important student issue with intentional programming across the entire campus.

One of the biggest goals of my administration upon entering our roles was to increase awareness of our organization. While we were able to accomplish this to some degree, we acknowledged that a lot of our ideas would not come to fruition during our time. I am appreciative of the incoming cabinet and their willingness to buy into our vision and carry on our plans. I would say that one of the biggest undertakings of our administration was an intense evaluation of our organizational structure.

Over the past three years, we have seen a steady decline in participation in senate elections and our retention rate continues to drop. It would be easy to pass this off to the pandemic, but we knew there were deeper issues causing students to either leave our organization or not join at all.

I briefly mentioned to you the last time we were together that we intended on doing a major restructuring of our governing doctrines. We have taken the time to assess our bylaws and constitution and compare them to other state universities across Kentucky. President Murphy has agreed to adopt this initiative and carry it forward during her term. We hope to implement drastic changes before next spring's election. Major adjustments will include a complete restructuring of our representative breakdown in the Student Senate. Ideally, the new bylaws will reflect representatives of each college. We believe in doing so, we will increase accountability by having students elected that are supported by their deans, professors, and classmates. We also hope to work closely with the deans so that we may indicate the highest performing students from each college that will best represent their interests. Additionally, the constitution may support changes in the executive cabinet so that our senate can be run by students who are knowledgeable on keeping order and other students who would primarily focus on producing meaningful agendas that align with the pillars of the current administration.

You understand more than anyone the unique and special privilege it is to be a regent at this institution. It is crucial that we continue to prioritize the election process for which a student is appointed to this board and the election process for the students who will support that individual. It is my hope that our SGA will continue to grow and thrive so that student representation and student interest may remain at the forefront of the success of this university.

Finally, thank you. This has been the best year of my life and I owe this opportunity, and all the blessings it bestowed upon me, first to God, the students who elected me, my family, and each of you sitting in front of me.

I am excited to announce that I will be continuing my studies at Eastern as a graduate student seeking a Masters of Public Administration with a concentration in Non-Profit Management, as well as recently accepting a position in the Alumni Office as a Graduate Assistant.

Although I hope to soon spread my wings, I look forward to another two years of giving back to this university that has given so much to me.

3. Dr. David T. McFaddin, President

President David McFaddin delivered the following report:

Just a few weeks ago we took part in May commencement ceremonies, where we were able to celebrate the academic accomplishments of nearly 2,300-degree candidates. The end of this academic year reminds me of the incredible challenges we've all endured personally and professionally over the past few years. I am appreciative of the faculty and staff – as well as this Board – all of whom have led us faithfully through these challenges.

I had the opportunity to listen to the stories of transformational teaching, leadership, and service during the annual faculty awards ceremony in April. I was again reminded of our collective responsibility to our students and to the communities they represent, as well as a duty to learn from our successes and failures so we can continue to move forward toward a brighter future.

President Cabinet Task Forces

I have established a series of task forces at the President's Cabinet level to address top issues facing our institution. Over the summer, we will be addressing top issues identified by our faculty and staff. The first two groups are:

Space Utilization Analysis

The Space Utilization Task Force is completing an extensive review of our space utilization for both academic and office spaces. The goal of the review is to identify ways to ensure our students are learning in state-of-the-art facilities and to create a plan for needed space modifications in preparation for the next General Assembly Budget.

Market Compression Analysis

The Market Compression Task Force is identifying market compression in salaries. They are focused on reviewing competitive institutions and other market forces causing us to be challenged in recruiting and retaining the best employees.

Capital Projects

We have begun the process of bidding out our capital projects awarded during the Legislative Session. We have started the bidding project for both Alumni Coliseum and Model Laboratory School as well as start the process on the STEAM project. These are large-scale projects requiring extensive planning on behalf of our facilities team. Throughout the next two years, there will be significant activity that will take place on a small footprint. I will update you regularly on the progress of those projects and ask for everyone's patience as we improve our Campus Beautiful.

Ranked 3rd in Vet Spouse Friendly

Last week, EKU was proud to receive yet another 2022 Military Friendly Designation as top three in the nation for Military Friendly Spouse School. This recognition comes after being named 3rd in the nation as a Military Friendly School. Among many things, Military Friendly Schools require institutions to meet a variety of standards, including student support and retention, graduation rates, and campus culture. I want to congratulate Barbara Kent and all our hardworking faculty and staff that have enabled EKU to achieve such high distinction.

President's Excellence Awards

We instituted a new university tradition this semester with the recognition of EKU employees who have provided excellence in six areas. Congratulations to the following:

- Dr. Theresa Botts, Excellence in Diversity, and Inclusion Award
- Ms. Tiffany Hamblin, Excellence in Engagement Award
- Ms. Mary Miller, Excellence in Hospitality Award
- Mr. Chad Adkins, Excellence in Innovation Award
- Ms. Emily Jo Davis, Excellence in Philanthropy Award
- Ms. Carrie Ernst, Excellence in Leadership Award

Giving Day

Our third Giving Day was a rousing success, as we saw 2,393 donors provide more donations in a 24-hour period than in any other single-day university history. We raised \$396,000. The original goal of 2,022 donors was achieved thanks to the efforts of our Office of Development and Alumni Relations. We also had record-breaking support from our employees who went above and beyond for financially investing in the future success of our institution.

Big E Welcome

I know it's hard to believe, but in a few short weeks we will be welcoming students back to The Campus Beautiful for another academic year. The Big E Welcome kicks off on Wednesday, August 10th, and wraps up with new student Convocation on Sunday, August 14th from 5-6 p.m. Be on the lookout for communications later in the summer about coming and being a part of the welcome back activities.

Thank you for continuing to support all these efforts and the amazing people who work every day to deliver on the promise of Excellence. It is only through your support, guidance, and encouragement that we can continue to make EKU the School of Opportunity.

4. Mr. Lewis Diaz, Chair of the Board Report (tabled until the end of the meeting)

III. Action Items

Chair Diaz presented to the full board the following items on the Consent Agenda for approval:

A. Approval of the Minutes for the Full Board Meeting on February 25, 2022

A motion was made by Regent Tye to approve the minutes from the February 25, 2022 board meeting. The motion was seconded by Regent Castro. The motion passed unanimously by voice vote.

B. Approval of Audit Plan

No approval from the board is needed.

C. Approval of Personnel Actions

A motion was made by Regent Babbage to approve the Personnel Actions Report. The motion was seconded by Regent Duerson. The motion passed unanimously by voice vote.

D. Approval of Degree Candidates for Summer 2022

A motion was made by Regent Marion to approve the degree candidates for summer 2022. The motion was seconded by Regent Smith. The motion passed unanimously by voice vote.

E. Report from the Council on Academic Affairs

Dr. Zeigler requested items for approval including new programs, program closures, and programs to be converted from Departmental Certificates to University Certificates, a copy of which is incorporated herein and will be included with the official copy of the minutes. A motion was made by Regent Tye to approve the curriculum proposals. The motion was seconded by Regent Babbage. The motion passed unanimously by voice vote.

F. Approval of Recommendations for Promotion and Tenure 2022-23

A motion was made by Regent Babbage to approve the candidates for Faculty Emeritus. The motion was seconded by Regent Castro. The motion passed unanimously by voice vote.

G. Approval of Recommendation for Faculty Emeritus

A motion was made by Regent Babbage to approve the candidate for Faculty Emeritus. The motion was seconded by Regent Eaves. The motion passed unanimously by voice vote.

H. Approval of Recommendation for Staff Emeritus

A motion was made by Regent Babbage to approve the candidate for Staff Emeritus. The motion was seconded by Regent Duerson. The motion passed unanimously by voice vote.

I. Approval of Recommendations for Model Lab Promotion and Tenure 2022-23

A motion was made by Regent Tye to approve the candidates for Promotion and Tenure for Model Lab for 2022-23. The motion was seconded by Regent Duerson. The motion passed unanimously by voice vote.

J. Approval of Model Lab Policy Updates

A motion was made by Regent Tye to approve updates to the policies of Model Laboratory School. The motion was seconded by Regent Castro. The motion passed unanimously by voice vote.

At the request of President McFaddin, Superintendent Williamson updated the board on the process of the requests for proposals regarding the Model Lab renovation, the timeline, and the goals, mission, and vision for the project, a copy of which is incorporated herein and will be included with the official copy of the minutes.

K. Proposed Tuition & Fees, Residence Hall, and Dining Rates for 2022-23

President McFaddin addressed the board prior to their voting on the proposed tuition and fees schedules to explain that the total cost of tuition with the proposed rates represents a 4% reduction in the total cost of attendance since pre-pandemic time. He assured the board that the administration will continue to mitigate these increases through other investments in students overall.

A motion was made by Regent Castro to approve the Tuition & Fees for 2022-23. The motion was seconded by Regent Eaves. The motion passed unanimously by voice vote.

A motion was made by Regent Eaves to approve the Residence Hall rates for 2022-23. The motion was seconded by Regent Tye. The motion passed unanimously by voice vote.

A motion was made by Regent Castro to approve the Dining Rates for 2022-23. The motion was seconded by Regent Duerson. The motion passed unanimously by voice vote.

L. Approval of Annual Operating Budget (David McFaddin & Barry Poynter)

President McFaddin addressed the board prior to their vote to present a budget overview for FY2022-23, a copy of which is incorporated herein and will be included with the official copy of the minutes.

A motion was made by Regent Babbage to approve the 2022-23 operating budget. The motion was seconded by Regent Tye. The motion passed unanimously by roll-call vote.

M. Approval of Asset Preservation Capital Projects 2022-24

Regent Marion wished to state for the record that the funding for these projects comes from auxiliary funds that were budgeted by the state, investing in the capital structure of the campus.

Regent Babbage also stated that at some point the board may need to evaluate if some buildings are worth the investment to renovate.

A motion was made by Regent Babbage to approve the list of 2022-24 Asset Preservation Capital Projects. The motion was seconded by Regent Tye. The motion passed unanimously by voice vote.

N. Approval of 2% Salary Increase for Full-Time and Part-Time Employees

A motion was made by Regent Tye to approve a 2% salary increase for full-time and part-time employees. The motion was seconded by Regent Duerson. The motion passed unanimously by roll-call vote.

O. Approval of Bond Resolution

Prior to the vote, Chair Diaz stated to the board that although several buildings were named, the resolution is not limited to those specifically named but rather refers to a pool of buildings that require investment.

A motion was made by Regent Babbage to approve the bond resolution, which supersedes the bond resolution from the previous year. The motion was seconded by Regent Castro. The motion passed unanimously by roll-call vote

[The Chair adjourned for lunch at 12:08 p.m. The meeting reconvened at 1:01 p.m.]

P. Approval of Resolution for HB1 Project Grant Application

A motion was made by Regent Babbage to approve the resolution for the HB1 project grant application. The motion was seconded by Regent Castro. The motion passed unanimously by voice vote.

Q. Approval of Resolution of Recognition

1. Resolution Recognizing Jenna Smith

A motion was made by Regent Tye to approve a resolution regarding Jenna Smith, a copy of which is incorporated herein and will be included with the official copy of the minutes. The motion was seconded by Regent Collins. The motion passed unanimously by voice vote.

2. Resolution awarding Honorary Degree for Tom Luginbill was not taken up.

IV. New Business

President McFaddin addressed the board regarding the need to appoint a university delegate to the Central Kentucky Regional Airport Board due to the departure of Assistant VP, Ethan Witt. The President asked for the board's approval to appoint Ms. Collen Chaney, Chief of Staff, and Chief of Communications to fill that role.

A motion was made by Regent Babbage to approve Ms. Chaney as the university delegate to serve on the Central Kentucky Regional Airport Board. The motion was seconded by Regent Tye. The motion passed unanimously by voice vote.

V. Swearing In

A. Newly elected Student Regent Paige Murphy, Term Beginning 7/1 (**Dana Fohl**, **J.D.**)

Mr. Lewis Diaz, Chair of the Board Report

Chair Diaz delivered the following report:

When I stepped up as Chair, I sent a letter to the team addressing the importance of academic and operational excellence, institutional research, and student success. I talked about the value of faculty and staff innovation, focusing on university development, and bringing our Make No Little Plans campaign to a conclusion.

On the academic and operational excellence front, one of the greatest accomplishments over the last several years has been that as a board we have formed great partnerships and relationships, providing opportunities to come together for a common purpose of moving EKU forward, changing the trajectory of the university in a positive way, and in a way that operationalizes the assets that have been made available to us.

When I joined the board, we were in the process of a massive redevelopment of our campus, which has concluded, and it was apparent to me at the time that with these assets comes a great responsibility to utilize and maximize them with the number of students that we serve, and I believe we have accomplished this.

As we experienced a presidential transition, we were able to select the 14th President of EKU, who cares deeply about our area, who understands our students as well as anyone, and who has an operational mind to take what we are doing and act in the best possible way to make us the most attractive institution to students that are looking for higher education.

We also looked at the cost of attendance and what we could do to keep college affordable for students. The BookSmart program which provides free books for all our students has been a big help toward that, and I give the President and his team a tremendous amount of credit. I don't know that anyone on this board, except possibly the staff, student, or faculty regent, that could have come up with the BookSmart project, but we certainly came up with an expectation and a culture of "affordability matters". I must give credit to the team for going back to the table and coming up with solutions that meet the challenge of creating affordability. It's not an accident that today the president reports that even with the budget we just approved, over the last few years, our total cost of attendance is down 4% when the CPI is up substantially, and when our peer costs are up significantly. This is creating a culture and a consciousness of what our students go through to try to build a life that is better than the one their parents had.

We have seen tremendous improvement in institutional research and student success. The underrepresented minority retention rate is at 80.3%, which is the highest among regional comprehensives, and our goal was 67%. Having Dr. Moore here at EKU, helping us lead the effort to better serve students that look different than most of their peers is important. To have people on campus, and this board make an investment and say that diversity, equity, and inclusion are important is meaningful. I believe it has always been important to the board, I just don't know that we have always been as vocal about it as we have been in the last few years. The timing of this was important as over the last three years we have seen a global pandemic, social unrest that came from areas of different races not understanding each other as well as they could, and experiencing economic uncertainty. The things we have been doing, whether we knew it or not, were preparing us to handle challenges that were just around the corner. It has been rewarding to see us rise to the level of what society needs us to as an institution.

We've also experienced a 23% increase in underrepresented minority degrees awarded over the past five years. Three or four years ago, I remember telling now President McFaddin that EKU had not seen an African American student body president since 1971. We haven't had another diverse student body president, and we as a board, do not interact in those elections at all, but we were intentional about meeting with diverse students, encouraging them to lead and step up, and it was exciting for me to see Eyouel Mekonnen become student body president in the last cycle. I realize that he is not a traditional African American in the sense that he is an immigrant but nonetheless, he looks different and he is representative of a different race which is not something that we have had. The beauty of it is that it happened organically, no one forced it, we just talked about it and it is evidence of the power of words and how if we just talk about things they manifest themselves as simple ideas that turn into actions. We have good people on this team that can turn our ideas and suggestions into actions.

In faculty and staff innovation, I am super proud of the work that we have done there. As a board, we created an innovation fund and encouraged faculty and staff to bring ideas that can

generate a return or generate a patent, and we have invested in people and trusted them to handle the process. We asked them to bring us the idea and help us invest in them, and we have seen substantial investment in faculty. I wish we had more staff ideas come forward but that has not happened. It has been mainly faculty-centered, so Jeremiah, remind your colleagues that staff can participate in the innovation fund as well. Over the past few years, we have invested approximately \$560,000 and we have had some cool innovative products. It is my understanding that we are at three patents at an institution that prior to had none. This is a significant outcome for us and is something that is sustainable and can continue. I think there is a pipeline of ideas and projects that people are conceptualizing. Those ideas are simply held up in the process because the faculty team that is working with the innovator tells them they have a good idea, but it is not ready for consumption. By the time we see those ideas as a board, those concepts have been massaged, the presentations have happened and then they mature and come to us for consideration. It's an outstanding project and it has been rewarding to invest in faculty and their passion in a way that benefits the institution and their individual careers.

With university development, we concluded the Make No Little Plans Campaign. We saw a chart today that said our endowment was in the \$90 million range, but I seem to recall towards the end of last year, at one point we had exceeded \$100 million, and then it went down. There is something about having a \$100 million endowment that is meaningful in terms of the makeup of our peer group. We achieved that for a bit, but the market moved against us.

Our fundraising activities continue, there will be opportunities in the future, and we have a good team to do that. It was inspiring to see during our Giving Day, that we had people in all fifty states contribute to EKU. That is evidence, that even though we are a regional comprehensive university, our brand has a national reach, and our ability to serve people online has a national and international reach. We should never think of ourselves as a Regional Comprehensive University in Kentucky that serves just one area. We do have a primary service region that we serve, however, our reach is global, and we should never shy away from that as an institution.

I am particularly proud that our cost of attendance is down 4% over the last two or three years, and I am also pleased that we were able to give raises. As I said earlier, it is never enough and we can never beat inflation based on what the institution can afford but if you recall, we went through a cycle of three or four years where we couldn't afford to give any raises, but I believe we have changed that.

In addition to our many challenges, we also faced performance-based funding, which created its own separate set of trials in terms of our appropriation and how to manage that situation. We also dealt with an increase in our annual pension obligations that forced us to think about how we budget and how we pay for expenditures. These were big challenges that compounded the disruption that happened over the last twenty-four months, and I daresay that we have weathered

the disruption as well or better than anybody. We invested in a student experience that would create positive environments for our students when outside forces told us to cancel these events, but we stood our ground and kept our band here on campus and allowed student activities to continue. If certain schools didn't want to compete with us and have Saturday environments that were positive for students, then we found other things to do, all to preserve the student experience. As I sit on the other side of it now and hear Dr. Wasson say that year over year to the date, we are 16% over where we were last year on first-time student enrollment, I am encouraged.

In saying all of this, I believe that this institution is up and to the right. We have the ball rolling, we have operationalized the assets that we have, and I believe there are new opportunities looming ahead for EKU, and there are new opportunities ahead for me as well.

Many of you know that in January of this year, I began serving on the Board of Directors of the Federal Home Loan Bank of Cincinnati and given the things that I am seeing in the monetary environment, I am very interested in serving and investing my free time to that board. I think there are opportunities for EKU to better partner with Madison County, with the City of Richmond, and opportunities to continue the work that is already going on, and I think it is appropriate for me to graduate as the Chairman of the Board and hand the baton off to someone else to carry on the work in that position. And with that, I do think that given the opportunities we have in working with the city, to create the new alumni atmosphere that is going to draw people to Richmond, given the new Model Laboratory School that's primarily going to serve Madison County, and knowing that I have a colleague in Mike Eaves who is ready, willing and able to take up the mantle and lead in those initiatives and so many others, I'd like to recommend to my colleagues on the board, that they nominate Mike Eaves as the Chairman of the Board effective July 1, 2022, with me tendering my resignation as chair on June 30, 2022.

A motion was made by Regent Tye to nominate Mike Eaves as Chair, Alan Long as Vicechair, Jeremiah Duerson as Secretary, and Vice President Poynter as Treasurer as our new slate of officers, effective July 1, 2022. The motion was seconded by Regent Castro. The motion passed unanimously by voice vote.

VII. Adjournment

There being no further business, Chair Diaz called for a motion to adjourn the meeting. The motion passed unanimously by voice vote. The meeting adjourned the meeting at 3:05 p.m.

Jeremiah Duerson, Board Secretary

Date

Minutes of a Special Called Meeting Eastern Kentucky University Board of Regents

July 21, 2022 1:00 p.m. Partially Via Video Teleconference

Powell 219 Eastern Kentucky University

I. Call to Order

A special called meeting of the Eastern Kentucky University Board of Regents convened on July 21, 2022, at 1:00 p.m. at the Powell Building, Room 219, Eastern Kentucky University, Richmond, Kentucky.

Present

Mr. Mike Eaves Mr. Jeremiah Duerson Mr. Alan Long Dr. Jason Marion Ms. Paige Murphy Mr. Edwin Orange Mr. Ashley Ward

Via Video Teleconference

Mr. Juan Castro Ms. Kristie Whitlatch

Absent

Ms. Laura Babbage Ms. Lynn Taylor Tye

II. Swearing In

- A. Regent Edwin Orange was formally administered the oath of office by University Counsel, Dana Fohl
- **B.** Regent Kristie Whitlatch was formally administered the oath of office by University Counsel, Dana Fohl

III. Information Items

A. Dr. David T. McFaddin, President

President David McFaddin delivered the following report:

I want to once again welcome Regent Orange and Regent Whitlatch to the EKU family. We are excited to have you here and appreciate your willingness to serve our institution. Later today, Regent Orange and I will be touring the Campus Beautiful and look forward to having Regent Whitlatch here to do the same. In addition, Regent Murphy, we are pleased to have you here. You have certainly hit the ground running as SGA President and I am excited to work together.

I want to share with the board good news regarding numbers for the 2022-2023 school year. As of today, our enrollment is looking strong with another large increase in our freshman class. In addition, our housing occupancy is at a recent record high with nearly 100% occupancy.

As Regent Orange will see on his tour, we are working hard on facility improvement including a redesign of the Powell Plaza/Carloftis Veteran Memorial, a new roof on the Powell Student Center, extensive infrastructure improvements, and numerous road paving projects.

As we prepare for exciting events like Employee Appreciation Day, Day of Service, Move in Week, Big E Welcome, and the Waka Flocka Flame Concert in the Ravine, I encourage you to join us whenever it works for your schedule.

At the conclusion of the President's report, Regent Castro inquired about the rising numbers of COVID cases in Fayette and Jefferson counties and asked the President if there were any plans in place to safeguard the campus community entering into the fall semester.

President McFaddin indicated that the university's administration is keeping in constant contact through our experts on campus with its hospital partners, and the Kentucky Department of Public Health. He restated that vaccinations, good decisions, and the Colonels Care Initiative are at the bedrock of how the university has combated the virus up to this point. He also indicated that the university would go through an educational campaign to reorient faculty, staff, and students as we accept that COVID is a part of everyone's lives now, and we will continue to learn how to manage it in effective ways, as in the past.

IV. Action Items

A. Election of Vice Chair and Secretary

Chair Eaves entertained a motion for the election of a Vice Chair and Secretary. A motion was made by Regent Ward to nominate Regent Alan Long as Vice Chair, and Regent Jeremiah Duerson as Secretary. The motion was seconded by Regent Marion. The motion passed unanimously by voice vote.

V. Adjournment

There being no further business, Chair Eaves adjourned the meeting at 1:09 pm.

Jeremiah Duerson, Board Secretary

Date

Eastern Kentucky University Personnel Statistics (Full-Time) August 15, 2022 & 2021

		Institutional		Spons	ored Contract/0	Grant
	Total Em	nployees	Employee	Total Em	nployees	Employee
Job Category	2022	2021	+/-	2022	2021	+/-
Full-Time Faculty	566	576	(10)	2	2	-
Administrators/Deans	45	45	-	2	1	1
Full-Time Exempt	557	509	48	116	112	4
Full-Time Non-Exempt	327	367	(40)	24	27	(3)
Total:	1,495	1,497	(2)	144	142	2
	Total	Salary	Budget	Total	Salary	Budget
Job Category	2022	2021	+/-	2022	2021	+/-
Full-Time Faculty	\$ 38,925,704	\$ 38,796,349	\$ 129,355	\$ 90,930	\$ 90,140	\$ 790
Administrators/Deans	\$ 6,196,331	\$ 6,054,258	\$ 142,073	\$ 165,626	\$ 58,716	\$ 106,910
Full-Time Exempt	\$ 31,620,664	\$ 28,255,303	\$ 3,365,361	\$ 5,935,998	\$ 5,561,990	\$ 374,008
Full-Time Non-Exempt	\$ 12,119,975	\$ 13,150,950	\$ (1,030,975)	\$ 904,371	\$ 1,031,654	\$ (127,283)
Total:	\$ 88,862,674	\$ 86,256,860	\$ 2,605,814	\$ 7,096,925	\$ 6,742,500	\$ 354,425

Eastern Kentucky University Personnel Statistics (Part-Time) August 15, 2022 & 2021

Total Emp	lovoos			-	
	iuyees	Employee	Total Emp	Employee	
2022	2021	+/-	2022	2021	+/-
53	45	8	-	1	(1)
1	4	(3)	-	-	-
82	68	14	24	39	(15)
197	125	72	24	32	(8)
333	242	91	48	72	(24)
	53 1 82 197	53 45 1 4 82 68 197 125	53 45 8 1 4 (3) 82 68 14 197 125 72	53 45 8 - 1 4 (3) - 82 68 14 24 197 125 72 24	53 45 8 - 1 1 4 (3) - - 82 68 14 24 39 197 125 72 24 32

		Total	Salary			Budget Total		Salary		Budget		
Job Category		2022		2021		+/-		2022		2021		+/-
Part-Time Faculty Graduate Assistants Part-Time Exempt Part-Time Non-Exempt	\$ \$ \$	198,256 11,200 567,252 905,038	\$ \$ \$ \$	170,412 18,200 437,308 812,034	\$ \$ \$	27,844 (7,000) 129,944 93,004	\$ \$ \$	- - 77,217 101,683	\$ \$ \$	5,000 - 227,475 199,116		(5,000) - 150,258) (97,433)
Total:	\$	1,681,746	\$	1,437,954	\$	243,792	\$	178,900	\$	431,591		252,691)

Last Name	First Name	Hire Date	Position Title	<u>Department</u>	<u>Category</u>	Annual Salary
Cannon	Mercy	7/1/2022	Dean, Class	Dean - Let, Arts & Soc Sc	Administrators/Deans	\$147,500
Czech	Daniel	7/1/2022	Dean, Health Sciences	Dean-Health Sciences	Administrators/Deans	\$160,000
Loftis	Rachel	6/21/2022	Exec Dir, Diversity & Dev	Stu Life, Div, Equity, Inclus	Administrators/Deans	\$80,000
Scarborough	Amy	7/11/2022	Chief Govt, Com/Rel Off	Government Relations	Administrators/Deans	\$165,000
Ahn	Jeongyeon	8/1/2022	Assistant Professor	Applied Human Sciences	Fulltime Faculty	\$70,000
Akmeemana	Anuradha	8/1/2022	Assistant Professor	Chemistry	Fulltime Faculty	\$57,500
Alam	Tahia	8/1/2022	Visiting Assistant Professor	Business - AFIS / MMIB	Fulltime Faculty	\$85,000
Applegate	Ciana	8/1/2022	Associate Professor	Mathematics & Statistics	Fulltime Faculty	\$55,500
Ashley	Owen	8/1/2022	Associate Professor	OL-Master of Social Work	Fulltime Faculty	\$68,444
Balser	Amanda	8/1/2022	Assistant Professor	Occupational Therapy	Fulltime Faculty	\$67,000
Brooks	Abby	8/1/2022	Assoc Professor	Communication	Fulltime Faculty	\$60,000
Castillo	Alix	8/1/2022	Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$41,364
Chambers	Sally	8/1/2022	Assistant Professor	Biological Sciences	Fulltime Faculty	\$58 <i>,</i> 000
Combs	Lorah	8/1/2022	Lecturer	English	Fulltime Faculty	\$41,982
Сох	Angela	6/1/2022	Visiting Associate Prof	Teach, Learn, & Ed Leader	Fulltime Faculty	\$61,000
Davis	Ashlee	8/1/2022	Assistant Professor	Environ Health Sciences	Fulltime Faculty	\$75,000
Drolia	Rishi	8/1/2022	Lecturer	Biological Sciences	Fulltime Faculty	\$58,000
Gibson	Miranda	8/1/2022	Clinical Faculty	School of Nursing	Fulltime Faculty	\$66,000
Gravil	Mary	8/1/2022	Assistant Professor	Applied Human Sciences	Fulltime Faculty	\$65,000
Haile	Estifanos	8/1/2022	Assistant Professor	Physics, Geo & Astrnmy	Fulltime Faculty	\$55,000
Hampton	Raymond	8/1/2022	Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$51,115
Harmon	Whitney	8/1/2022	Clinical Faculty	School of Nursing	Fulltime Faculty	\$61,000
Hickey	Abbigail	8/1/2022	Assoc Professor	Applied Human Sciences	Fulltime Faculty	\$57,500
Higgins	Dawn	8/1/2022	Assistant Professor	OL-Master of Social Work	Fulltime Faculty	\$57,000
Hofelich	Emily	8/1/2022	Assoc Professor	Communication	Fulltime Faculty	\$56,000
Holleran	Brigette	8/1/2022	Assistant Professor	School of Nursing	Fulltime Faculty	\$83,000
Hunt	Holli	7/1/2022	Secondary Principal, Model	Model Laboratory School	Fulltime Faculty	\$106,289
Huq	Tahsin		Assistant Professor	Business - AFIS / MMIB	Fulltime Faculty	\$100,000
Jansky	Timothy	8/1/2022	Assistant Professor	Teach, Learn, & Ed Leader	Fulltime Faculty	\$57,500
Johnson	Christina	8/1/2022	Assistant Professor	Clinical Therapeutic Prog	Fulltime Faculty	\$53,500
Joseph	Daniel	8/1/2022	Dir, Ctr/Africana Engagmnt	Provost - Faculty Fund	Fulltime Faculty	\$52,000
Kennedy	Michael	8/1/2022	Visiting Assistant Prof	Applied Engineering & Tech	Fulltime Faculty	\$72,000
Kim	Eun Mi	8/1/2022	Visiting Asst Professor	Computer Science	Fulltime Faculty	\$78,000
King	John	8/1/2022	Assoc Professor	Communication	Fulltime Faculty	\$70,000
Lewis	Heather		Assistant Professor	Dept Amer SL & Interpreter	Fulltime Faculty	\$41,500
Li	Hong	8/1/2022	Visiting Professor	Mathematics & Statistics	Fulltime Faculty	\$45,000
Litanga	Patrick		Visiting Professor	Government	, Fulltime Faculty	\$55,500
Long	Taylor		Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$42,054
Luitel	, Kishor		Assistant Professor	, Agriculture	, Fulltime Faculty	\$66,500
Ma	Yinglin		Asst Professor	OL-Public Administration	Fulltime Faculty	\$55,500
Maxwell	Rachel		Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$42,054
Miller	Zachary		Visiting Assistant Prof	Applied Engineering & Tech	Fulltime Faculty	\$71,000
Monk	Annette		Clinical Faculty	Exercise & Sport Science	, Fulltime Faculty	\$62,000
Niemann	Paul		, Visiting Asst. Prof	OL - BBA	, Fulltime Faculty	\$85,000
Powell	Braden		Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$42,054
Rico Godoy	Sara		Assistant Professor	Languages, Cult & Human	Fulltime Faculty	\$51,000
Sandman	Greg		Associate Professor	Clinical Therapeutic Prog	Fulltime Faculty	\$57,500
Smith	Teresa		Visiting Lecturer	Business - AFIS / MMIB	Fulltime Faculty	\$72,000
Stillwell	Timothy		Model Lab Teacher.	Model Laboratory School	Fulltime Faculty	\$62,766
Talley	Keith		Director/Associate Prof	Music	Fulltime Faculty	\$88,000
Thornburgh	William		Assistant Professor	Teach, Learn, & Ed Leader	Fulltime Faculty	\$57,500
Turner	Joshua		Assistant Professor	Psychology	Fulltime Faculty	\$65,000
Weiss-Salinas	Denise		Clinical Faculty	Model Laboratory School	Fulltime Faculty	\$55,000
Whaley	Ryan		Asst Professor	Mathematics & Statistics	Fulltime Faculty	\$45,000
Wicker	Benjamin		Asst Prof, Inorganic Chem	Chemistry	Fulltime Faculty	\$57,500
Willmes	Jessica		Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$42,054
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Last Name	<u>First Name</u>		Position Title	De
Winters	Sarah	8/1/2022	Model Lab School Teacher	Μ
Yaylali	Ali	8/1/2022	Assistant Professor	Te
Adams	Mary		Learng & Develop Designer	U
Anders	Hayley		Asst Online Coordinator	01
Anderson	Tyler		Asst Baseball Coach	Ba
Anderson	Brandi	5/16/2022	Conf & Events Specialist	Сс
Austin	Dawn	8/1/2022	Registered Nurse	Μ
Bellardine	Ashlyn	6/2/2022	Sr Counselor, Centl Stu Svcs	Bi
Bequette	Joseph	6/1/2022	Laboratory Coordinator	Cł
Bottoms	Emily	7/25/2022	HR Business Partner	Нι
Bryan	Hailey	7/5/2022	Residence Hall Coord	No
Burns	Amelia	7/5/2022	Instructional Designer	O
Carter	Patrick	6/20/2022	Sr Counselor, Centl Stu Svcs	Bi
Chadwell	Tara	6/1/2022	Learng & Development Fac	U
Cintron	Miranda	7/5/2022	Asst Dir for Sports Med	At
Clements	Kyla	6/9/2022	Dir, Membership Services	U
Cohen	Adam	7/1/2022	Head Coach, Tennis	Te
Cooper	Mason	7/16/2022	Dir Mens Basketball Ops	Ba
Cornelius	Kathryn	7/5/2022	Dir, Volball Ops/AstCoach	Vo
Coyle	Patrick	7/16/2022	Football Video Coordinator	Fc
Cunagin	Trevor	6/16/2022	Programmer Analyst	U
Dowiak	Shawn	8/8/2022	Dir Frat & Sorority Life	Uı
Feroli	Miles	5/2/2022	Associate Director	Ct
Flavell	Judith		Mbership & Digtal Coord	w
Forster	Mia	8/9/2022	Asst Cross/Track Coach	Tr
Garcia	Maria		Asst Dir for Sports Med	At
Gayle	Jillian		Accounting Specialist	Ac
Goodpaster	Gabriel	6/2/2022		Bi
Green	Madison		Sr Counselor, Centl Stu Svcs	Bi
Hall	Matthew		Sr Audio-Visual Supprt Tech	Fe
Hanson	Zachary		Assistant Coach, Soccer	Sc
Hughes	Jessica		Academic Advisor	N
Ireland	Adam	5/2/2022	Football Video Coordinator	Fc
Jackson-Haynes	Martina	5/2/2022	Coordinator, CIEGE	Ct
Jacobs	Embry	8/1/2022	Instructional Designer IT	01
Johns	Dana		Graduation Coordinator	Gi
Keeler	Lauren		Assistant Counsel	Uı
Kidder	Erin		Learng & Development Fac	U ⁻
Knight	Zachary		Coord of Stu Life, Involve	St
Lindeman	Andrew	8/8/2022	Asst Director, Sports Med	At
Marcus	Shawn	6/6/2022	Technology Specialist	In
McDaniel	Tyler		Asst Golf Coach	G
Moore	Jessica	6/2/2022	Recruitment Coordinator	Ac
Moore	Nic	8/8/2022	Creative Content Splst	Co
Morgan	Julian	7/8/2022	Asst Dir of Ath Opr	At
Morgan	Alex	8/8/2022	Asst Dir of Athletics Comm	Co
Morris	Loran		HR Business Partner	Hu
Parrish	Mathew			W
	Maddox		Event Coord, Conf & Events Athletic Academic Advisor	
Patterson				Br
Pekola	Jacob	5/1/2022	Accounting Specialist	U
Peterson	Patrick	7/6/2022	Assistant Coach Track	Tr
Pool	Trent	7/1/2022	Assoc Dir, East & South Reg	Re
Ream	Doug	5/9/2022	Asst Dir, Comp Sports	Ca
Richardson	Shelby	8/8/2022	Recruit & Retention Coord	De
Riggins	Krista	7/1/2022	Laboratory Coordinator	Cł
Ryan	Veronica	7/1/2022	Asst Women's BB Coach	Ba
			29	

<u>Department</u>	Cat
Model Laboratory School	Full
Teach, Learn, & Ed Leader	Full
JTC Targeted Case Mgmt	FT F
Office of eCampus Learning	FT F
Baseball	FT F
Conf & Events Admin	FT F
Model Laboratory School	FT F
, Big E Central	FT F
Chemistry	FT I
, Human Resources	FT I
North Residence Hall	FT F
Office of eCampus Learning	FTF
Big E Central	FT F
JTC Targeted Case Mgmt	FT I
Athletic Training	FT
Univ Club at Arlington	FT
Tennis-Men	FTF
Basketball-Men	FTF
Volleyball	FTF
Football	FTF
JTC Div of Child Care/TRIS	FT
University Housing	FT
Ctr for Incl Excell	FTF
WEKU Public Radio	FTF
Track-Men	FT
Athletic Training	FTF
Accounting & Financial Svcs	FTF
Big E Central	FT
Big E Central	FTF
Fee-Technology	FT
Soccer	FT
NOVA Student Support Svcs	FT
Football	FT
Ctr for Incl Excell	FTF
Office of eCampus Learning	FT
Graduate Studies	FTF
University Counsel	FT
JTC Food Stamps Training	FTF
Student Life General	FT
Athletic Training	FT
nterpreter Training Prog	FT
Golf-Women	FTF
Admissions	FT
Comm & Brand Mgmt	FT
Athletic Fac/Game Ops	FT
Comm & Brand Mgmt	FT
Human Resources	FT
White Hall State Hist Site	FT
Bratzke SAA Center	FT
Jniv Accounting & Report	FT
Frack-Men	FTF
Regional Campuses-Corbin	FTF
Campus Recreation Ctr	FTF
Dean - Let, Arts & Soc Sc	FTF
Chemistry	FTF
Basketball-Women	FTF
	111

ategory	Annual Salary
ulltime Faculty ulltime Faculty	\$45,673 \$57,500
r Professionals	\$44,463
r Professionals	\$40,000
r Professionals	
r Professionals	\$55,000 \$40,000
r Professionals	\$40,000 \$41,437
r Professionals	\$40,000
r Professionals	\$40,000 \$48,476
r Professionals	\$48,476
r Professionals	\$35,568
r Professionals	\$46,322
r Professionals	\$40,000
r Professionals	\$40,000 \$36,296
r Professionals	\$40,000
r Professionals	\$40,000 \$55,000
r Professionals	\$60,000
r Professionals	\$37,300
r Professionals	\$37,300 \$30,000
r Professionals	\$30,000 \$35,568
r Professionals	\$46,200
r Professionals	\$40,200 \$57,000
r Professionals	\$49,000
r Professionals	\$49,000 \$44,000
r Professionals	\$44,000 \$42,000
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r Professionals	\$40,000 \$40,000
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r Professionals	\$31,000 \$38,000
r Professionals	\$38,000 \$40,000
T Professionals	\$40,000
r Professionals	\$3 <i>5,</i> 508 \$44,880
r Professionals	\$50.734
r Professionals	\$30,734 \$41,800
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r Professionals	\$38,000 \$40,000
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r Professionals	\$42,000
r Professionals	\$42,000
r Professionals	\$40,000
r Professionals	\$58,455
r Professionals	\$35,568
r Professionals	\$35,508 \$38,000
r Professionals	\$38,000 \$35,568
r Professionals	\$35,568 \$45,000
r Professionals	\$45,000 \$70,000
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Last Name	<u>First Name</u>	<u>Hire Date</u>	Position Title	Department	<u>Category</u>	Annual Salary
Schafer	Zoe	8/8/2022	Assistant Softball Coach	Softball	FT Professionals	\$42,500
Shaffer	Hannah	7/1/2022	Asst Dir of SAAS Center	Bratzke SAA Center	FT Professionals	\$43,000
Smith	Kirby	5/30/2022	Asst Director for Complinc	Athletic Compliance	FT Professionals	\$48,500
Spaulding	Shelby	7/12/2022	Assistant Coach, Soccer	Soccer	FT Professionals	\$31,000
Steffen	Jeffrey	5/16/2022	First Asst Golf Professional	Univ Club at Arlington	FT Professionals	\$36,000
Travis	Dylan	7/25/2022	Athletics Video Coord	Comm & Brand Mgmt	FT Professionals	\$35,568
Vega	Dominik	8/8/2022	Creative Content Specialist	Comm & Brand Mgmt	FT Professionals	\$35,568
Vickers	Vanessa	5/16/2022	Interim HR Generalist I	Human Resources	FT Professionals	\$36,000
Wajer	Gabrielle	8/15/2022	Dir Womens Basketball Ops	Basketball-Women	FT Professionals	\$35,568
Watkins	Tori	5/16/2022	Acad and Career Advisor	Academic & Career Services	FT Professionals	\$37,500
Wickersham	Sophie	7/13/2022	Fin Aid Operations Spclst	Student Financial Assist	FT Professionals	\$40,000
Adams	Steven	7/7/2022	Director of Baseball Ops	Baseball	FT Hourly Staff	\$30,011
Barker	Dietra	6/21/2022	Administrative Prof	Parking Services	FT Hourly Staff	\$30,243
Bing	Lynnsee	5/9/2022	Administrative Coord	Applied Human Sciences	FT Hourly Staff	\$29,582
Cooper	Kelsey	6/22/2022	Agriculture Technician II	Meadowbrook Farm	FT Hourly Staff	\$35,464
Crowe	Tashina	8/11/2022	Staff Interpreter	Deaf Student Access Srvs	FT Hourly Staff	\$58,500
Davidson	Logan	7/27/2022	Administrative Coord	Noel Studio/Creative Activ	FT Hourly Staff	\$28,197
Dunn	Gregory	7/5/2022	Locksmith	Maintenance, Lock Shop	FT Hourly Staff	\$39,915
Ellis	Erica	7/25/2022	Administrative Coord	Academic & Career Services	FT Hourly Staff	\$33,014
Eskridge	Jerad	7/7/2022	Aircraft Maintenance Asst	Class Fees - Aviation	FT Hourly Staff	\$40,950
Harris	Ronnie	6/13/2022	HVAC Mechanic	Maintenance, HVAC-R	FT Hourly Staff	\$37,440
Howard	Stephen	7/27/2022	Coord, Campus Visit	Stud Success, Out & Op	FT Hourly Staff	\$40,950
Johnson	Erian	5/16/2022	Power Plant Equip Optr	Camp Util Sys/Climate Svcs	FT Hourly Staff	\$33,696
Kirkwood	Ryan	8/10/2022	Dir, Softball Operations	Softball	FT Hourly Staff	\$30,011
Kirtley	Mitchell		Parking Maint Assoc	Parking Services	FT Hourly Staff	\$31,054
Lambert	Ellen		App Shakes, Prod Mgr	Appalachian Shakespeare	FT Hourly Staff	\$38,279
Lay	Joshua	7/25/2022	Repair Technician II	Housing Maintenance	FT Hourly Staff	\$32,760
Manning	Roswell	8/10/2022	Data Specialist	Teach Ed Srv/Admiss&Cert	FT Hourly Staff	\$29,991
McCord	Lauren	5/16/2022	Administrative Coord	Languages, Cult & Human	FT Hourly Staff	\$33,696
Noltemeyer	Anna	8/8/2022	Academic Admin Specialist	Office of eCampus Learning	FT Hourly Staff	\$36,465
Pingleton	Daniel	6/6/2022	HVAC Mechanic	Maintenance, HVAC-R	FT Hourly Staff	\$32,968
Rader	Courtney	5/6/2022	EH&S Specialist, Safety	Environmental Health Safety	FT Hourly Staff	\$43,680
Thornsberry	Kaylee	7/27/2022	Athletic Ops Specialist	Intercollegiate Ath Admin	FT Hourly Staff	\$30,011
Williams	Jacob	5/16/2022	Student Tech Specialist	Information Tech-Acad	FT Hourly Staff	\$33,735
Farley	Vivian	5/23/2022	MBA 875 50889	OL - MBA	PT Faculty	\$3 <i>,</i> 050
Frye	Kendra	5/23/2022	Online PT Faculty	OL-Psychology-BS	PT Faculty	\$3,050
Kulengowski	Heather	6/5/2022	Part Time Faculty	Instruction - CLASS	PT Faculty	\$5,200
Lawson	Latasha	7/5/2022	PT Faculty-On Campus	Summer School Term	PT Faculty	\$2,600
Reigler	Susan	7/25/2022	Course Development	OL-Global Hosp & Tour	PT Faculty	\$5 <i>,</i> 000
Sanford	Paul	6/15/2022	Online PT Faculty	OL-Psych ABA MS	PT Faculty	\$3 <i>,</i> 050
Taveras	Joel	5/23/2022	Part Time Faculty	OL-SSEM-MS	PT Faculty	\$3 <i>,</i> 050
Tingle	Brooke	7/5/2022	Online PT Faculty	OL-SSEM-MS	PT Faculty	\$3,050
Wilder	Melinda	6/20/2022	Part Time Faculty	Summer School Term	PT Faculty	\$533
Wilson	Michelle	5/23/2022	Online PT Faculty	OL - BBA	PT Faculty	\$3,050
Barney	Emily	5/5/2022	Lifeguard	Univ Club at Arlington	PT Hourly Staff	\$ -
Bartleson	Tawaka	6/22/2022	Southern Migrant FY 22	Southern KY Migrant FY22	PT Hourly Staff	\$ -
Beall	Amanda	5/5/2022	Lifeguard	Univ Club at Arlington	PT Hourly Staff	\$ -
Blakeman	Aidan	7/14/2022	Arlington Outside Staff	Univ Club at Arlington	PT Hourly Staff	\$ -
Bonet Velazquez	Lorena	7/1/2022	Summer Prgmingf, Migrant	Southern KY Migrant FY22	PT Hourly Staff	\$ -
Boyd	Erin	6/22/2022	Migrant Ed Seasonal	Southern KY Migrant FY22	PT Hourly Staff	\$ -
Bozeman	Linda	5/23/2022	Interpreter - Days	ASLIE Sign Interpreting	PT Hourly Staff	\$ -
Brandenburg	Karyn	5/16/2022	Office Associate	Psychology	PT Hourly Staff	\$ -
Breeden	Jillian	5/23/2022	Arlington Outside Staff	Univ Club at Arlington	PT Hourly Staff	\$ -
Bryan	Mark	7/20/2022	Flight Instructor - Pilot I	Class Fees - Aviation	PT Hourly Staff	\$ -
Campbell	Madison	5/5/2022	Lifeguard	Univ Club at Arlington	PT Hourly Staff	\$ -
Chong	Jemima	7/1/2022	Outdoor Programming Asst	Ctr Outdoor Ed & Res-Ed	PT Hourly Staff	\$ -
			30)		

Annual Salary \$-

Last Name	First Name		Position Title	Department	Category
Cook	Reed		Flight Instructor Pilot II	Class Fees - Aviation	PT Hourly Staff
Creech	Nathaniel		Tutor Advisor	Upward Bound FY23	PT Hourly Staff
Crump	Leah	5/23/2022	-	Univ Club at Arlington	PT Hourly Staff
Davis	Melissa		Data Integrity Specialist	UTC Div of Child Care/TRIS	PT Hourly Staff
Dick	Samuel		WEKU News Reporter	WEKU Public Radio	PT Hourly Staff
Dobbins	Lily	5/5/2022	-	Univ Club at Arlington	PT Hourly Staff
Dunn	Alisha		Interpreter - Day	Deaf Student Access Srvs	PT Hourly Staff
Dyke	Kathy		Interpreter - Daytime	Deaf Student Access Srvs	PT Hourly Staff
Estes	Sara		Arlington Server/Bartender	Univ Club at Arlington	PT Hourly Staff
Fox	Thomas		Migrant Ed Seasonal	Southern KY Migrant FY22	PT Hourly Staff
Goforth	Jalyn		Wrkfrc Dvlpmt & Comm Eng	OSHA Training Inst Educ. Ctr.	PT Hourly Staff
Gonzales	Dillon		Flight Instructor, Pilot I	Class Fees - Aviation	PT Hourly Staff
Graves	Kaiden	5/5/2022	Lifeguard	Univ Club at Arlington	PT Hourly Staff
Hamilton	Macklin	5/10/2022	Interpreter	Interpreter Services	PT Hourly Staff
Hargis	Charles	5/1/2022	Summer Tutor Advisor	Upward Bound FY23	PT Hourly Staff
Hawkins	Sydney	6/16/2022	Server/Bartender/Cashier	Univ Club at Arlington	PT Hourly Staff
Hess	Maureen	7/1/2022	White Hall Event Asst.	White Hall State Hist Site	PT Hourly Staff
Hess	Ralph	7/1/2022	White Hall Event Asst.	White Hall State Hist Site	PT Hourly Staff
Hill	Slater		Flight Instructor - Pilot I	Class Fees - Aviation	PT Hourly Staff
Keating	Hannah		Server/Bartender/Cashier	Univ Club at Arlington	, PT Hourly Staff
Kilburn	Jaqulynn		Up Bound Tutor Advisor	Upward Bound FY23	PT Hourly Staff
Kooistra	Cadeian	5/5/2022	•	Univ Club at Arlington	PT Hourly Staff
Marroquin	Pablo		Migrant Ed Seasonal	Southern KY Migrant FY22	PT Hourly Staff
McDowell	Emma	5/23/2022	-	Univ Club at Arlington	PT Hourly Staff
Miller	Dylan		Seasonal Groundskeeper	Arlington Course/Grnds	PT Hourly Staff
Mosley	Ambrose		Men's BB Dir, Player Pers	Basketball-Men	PT Hourly Staff
Naugle	Chelsea		Interpreter	Deaf Student Access Srvs	PT Hourly Staff
Pendergrass	Clay		Arlington - Outside Staff	Univ Club at Arlington	PT Hourly Staff
Pickett	Alexis		Server, Bartender, Cashier	-	-
				Univ Club at Arlington	PT Hourly Staff
Pingleton	Davis	5/31/2022	•	Univ Club at Arlington	PT Hourly Staff
Smith	Kevin		Flight Instructor	Class Fees - Aviation	PT Hourly Staff
Smith	Roger		Info Tech Associate	Information Tech-Admin	PT Hourly Staff
Smith	Walter		Server/Bartender/Cashier	Univ Club at Arlington	PT Hourly Staff
Sulayli	Ahmed		Up Bound Nutrition Intern	Upward Bound FY23	PT Hourly Staff
Sweet	Ricky		Natural Areas Technic	Partnership to spprt mgmt	PT Hourly Staff
Taylor	Victoria		Llfeguard	Univ Club at Arlington	PT Hourly Staff
Waddle	Creston		Flight Instructor	Class Fees - Aviation	PT Hourly Staff
Weaver	Elizabeth		Up Bound Tutor Advisor	Upward Bound FY23	PT Hourly Staff
Abney	William		OSHA Instructor	OSHA Training Inst Educ. Ctr.	PT Professionals
Alm	Faith	5/16/2022	KY Ready Corp Member	KY READY Corps FY22	PT Professionals
Anderson	Zoey	6/3/2022	Foster Music Counselor	Foster Music Camps	PT Professionals
Bargo	Kaitlyn	6/1/2022	Wellness Yoga Instr.	Healthy You at EKU	PT Professionals
Beers	Kristine	6/24/2022	Foster Music Camp Instr	Foster Music Camps	PT Professionals
Blackburn	Eve	6/23/2022	Foster Music Camp Cnslr	Foster Music Camps	PT Professionals
Blas	Alexandria	6/1/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals
Brewer	David		App Shakes Center Cast	Appalachian Shakespeare	PT Professionals
Chaney	Daniel		Foster Music Camp Cnslr	Foster Music Camps	PT Professionals
Chapman	Sarah		Model Substitutes	Model Laboratory School	PT Professionals
Conn	Bobi	7/14/2022		Summer School Term	PT Professionals
Connelly	Anna		Member, KY Ready Corps	KY READY Corps FY22	PT Professionals
Dailey	Muriel		App Shakes Center Cast	Appalachian Shakespeare	PT Professionals
Daulton	Evan		App Shakes Center Cast	Appalachian Shakespeare	PT Professionals
Davis	Makenzie		Assistant Camp Director	Foster Music Camps	PT Professionals
Davis	Arinda		KY Ready Corps Member	KY READY Corps FY22	PT Professionals
Dziatkowski	Alexa		Foster Music Camp Chslr	Foster Music Camps	PT Professionals
				-	
Garrett	Mia	7730/2022	App Shakes Center Cast	Appalachian Shakespeare	PT Professionals

Last Name	First Name	<u>Hire Date</u>	Position Title	<u>Department</u>	<u>Category</u>	Annual Salary
Giveans	Joshua	6/23/2022	Foster Music Counselor	Foster Music Camps	PT Professionals	\$ -
Hamilton	Pierce	6/1/2022	Football Quality Control	Football	PT Professionals	\$ -
Harkenreader	Abby	7/26/2022	App Shakes Center Cast	Appalachian Shakespeare	PT Professionals	\$ -
Harris	Chelsea	5/24/2022	Up Bound Psych Instructor	Upward Bound FY23	PT Professionals	\$ -
Honaker	Jerry	7/1/2022	Model Part Time Coach	Model Laboratory School	PT Professionals	\$ -
Hosler	Robert	7/26/2022	App Shakes Center Cast	Appalachian Shakespeare	PT Professionals	\$ -
Hutchison	Haley	5/19/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals	\$ -
Jacob	Haven	7/13/2022	Commencement Speaker	Dean-Scnce, Tech, Eng & Ma	PT Professionals	\$ -
Krenson	Frederick	5/2/2022	Construction Proj Specialst	Athletic Fac/Game Ops	PT Professionals	\$ -
Lan	Linda	6/1/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals	\$ -
Leifheit	Matthew	6/1/2022	Quality Control	Football	PT Professionals	\$ -
Mahanna	Robert	7/18/2022	Workforce Ed Instuctor	OSHA Training Inst Educ. Ctr.	PT Professionals	\$ -
McCart	Rachel	5/17/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals	\$ -
Messer	Brooklynne	5/17/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals	\$ -
Osnowitz	Sean	5/2/2022	Quality Control Temp	Football	PT Professionals	\$ -
Pendleton	Jacob	5/26/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals	\$ -
Peyton	Lauren	5/17/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals	\$ -
Poynter	Amy	6/5/2022	Environmental Educator	Ctr Outdoor Ed & Res-Ed	PT Professionals	\$ -
Shelton	Debbie	6/6/2022	Band Conductor - Foster	Foster Music Camps	PT Professionals	\$ -
Steele	Adriana	6/2/2022	Foster Music Camp Cnslr	Foster Music Camps	PT Professionals	\$ -
Thompson	Blake	6/1/2022	Member, KY Ready Corps	KY READY Corps FY22	PT Professionals	\$ -
Watts	Mahala	6/5/2022	Seasonal PT Exempt	Ctr Outdoor Ed & Res-Ed	PT Professionals	\$ -
Zabawa-Martinez	James	6/23/2022	Foster Music Instructor	Foster Music Camps	PT Professionals	\$ -

Separations May 1, 2022 - August 15, 2022

Last Name	First Name	Separation	Position title	<u>Department</u>	<u>Category</u>	Annual Salary
Ballard	Susan	5/31/2022	Director	Internal Audit	Administrators/Deans	\$96,721
Powers	Sherry	6/30/2022	Dean	Dean-Educ. & App Human	Administrators/Deans	\$136,222
Schneck	Colleen	7/31/2022	Interim Dean, Health Science	Dean-Health Sciences	Administrators/Deans	\$149,147
Witt	William		Asst VP, Gov & Comm Rel	Government Relations	Administrators/Deans	\$115,000
Frisbie	Malcolm	6/30/2022	Chair/Professor	Biological Sciences	Chairs	\$108,222
Osbaldiston	Richard	7/1/2022	Chair Professor	Psychology	Chairs	\$87 <i>,</i> 947
Ashley	Jerrica	5/31/2022	Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$48,500
Breitenstein	Larry	5/31/2022	Assist Professor	Social Work	Fulltime Faculty	\$53,000
Buskirk	Robert	6/30/2022	Asst Professor	Mathematics & Statistics	Fulltime Faculty	\$59,294
Carucci	Christine	5/31/2022	Assoc Professor	Music	Fulltime Faculty	\$56,275
Ciocca	Marco	6/30/2022	Professor	Physics, Geoscnes & Astro	Fulltime Faculty	\$64,683
Clark	Angela	7/15/2022	Senior Clinical Faculty	School of Nursing	Fulltime Faculty	\$59 <i>,</i> 835
Cook	Mary	5/31/2022	Clinical Faculty	Occupational Therapy	Fulltime Faculty	\$56,000
Crouch	Lawrence	6/30/2022	Asst Professor	Clinical Therapeutic Prog	Fulltime Faculty	\$59 <i>,</i> 568
Dougherty	Alexander	6/30/2022	Assistant Professor	Emergency Medical Care	Fulltime Faculty	\$63,000
Eskew	Sarah	7/31/2022	Assistant Professor	Mathematics & Statistics	Fulltime Faculty	\$54,000
Fitch	John	6/30/2022	Professor	Communication	Fulltime Faculty	\$70 <i>,</i> 395
Fletcher	Amy	5/31/2022	Visiting Professor	Government	Fulltime Faculty	\$50,000
Goodman	Herbert	6/30/2022		Art and Design	Fulltime Faculty	\$77,000
Graham	Jeremy		Visiting Professor	Government	Fulltime Faculty	\$50,000
Hale	Kimberly		Assoc Professor	Amer SL & Interpreter Ed	Fulltime Faculty	\$57,512
Healey	Sherry	6/15/2022	Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$32,207
Hoose	Shane	5/31/2022	Associate Professor	Music	Fulltime Faculty	\$56,250
Johnson	Wardell	6/30/2022	Assoc Professor	Exercise & Sport Science	Fulltime Faculty	\$84,854
Kaylor	Brittany		Model Lab School Teacher	Model Laboratory School	Fulltime Faculty	\$48,500
Kim	Dae Wook		Asst Professor	Computer Science	Fulltime Faculty	\$70,700
Kraemer	Bradley		Assistant Professor	Biological Sciences	Fulltime Faculty	\$52,000
Liang	Gongbo		Visiting Asst Professor	Computer Science	Fulltime Faculty	\$76,000
Litzelfelner	Patti		Assoc Professor	Social Work	Fulltime Faculty	\$66,102
Milde	Robert		Asst Professor	English	Fulltime Faculty	\$51,451
Minor	Kevin		Foundation Professor	Criminal Just & Pol Studies	Fulltime Faculty	\$98,201
Noghani	Farzaneh		Assistant Professor	Business - AFIS / MMIB	Fulltime Faculty	\$85,000
Norris	Heather		Assoc Professor	School of Nursing	Fulltime Faculty	\$73,450
North	Tamala		Assistant Professor	Applied Human Sciences	Fulltime Faculty	\$61,000
Page	Christen		Asst Professor	Clinical Therapeutic Prog	Fulltime Faculty	\$53,500
Pendleton	Amber		Visiting Assistant Professor	Teach, Learning, & Ed Lead	Fulltime Faculty	\$53,000
Place	Andrew	5/31/2022		Teach, Learning, & Ed Lead	Fulltime Faculty	\$99,182
Resor	Cynthia	6/30/2022		Teach, Learning, & Ed Lead	Fulltime Faculty	\$68,124
Ritchison	Gary	5/31/2022		Biological Sciences	Fulltime Faculty	\$99,460
Schilling	Amy		Asst Professor	Amer SL & Interpreter Ed	Fulltime Faculty	\$54,000
Sims	Kelli Marda		Model Lab School Teacher Asst Professor	Model Laboratory School	Fulltime Faculty	\$47,473
Stribling			Professor/ Grad Coordinator	Mathematics & Statistics	Fulltime Faculty	\$59,769
Thompson Viohl	MaryEllen			Occupational Therapy	Fulltime Faculty	\$107,492
Wilson	Teresa Mary		Model Lab Teacher Assoc Professor	Model Laboratory School Applied Human Sciences	Fulltime Faculty Fulltime Faculty	\$61,954 \$66,734
Yoder	Margaret		Asst Professor	Mathematics & Statistics	Fulltime Faculty	\$57,766
Zhu	Yunzhe		Visiting Assistant Professor	Agriculture	Fulltime Faculty	\$30,000
Adams	Holly		Co-op & Internships Coord	Academic & Career Services	Fulltime Professionals	\$39,400
Adams	Caleb		Human Resources Generalist II	Human Resources	Fulltime Professionals	\$39,400 \$41,310
Al-shabbani	Zamaan		Accreditation Process Lead	Applied Engineering and Tech		\$41,310 \$73,000
Amaral	Joelle		Assistant Coach Track	Track-Men	Fulltime Professionals	\$75,000 \$51,000
Barnes	Jacob		Aviation FlightDispatchr	Class Fees - Aviation	Fulltime Professionals	\$35,568
Bartsch	Melissa		Dir, Counseling Ctr	Counseling Center	Fulltime Professionals	\$94,860
Bequette	Joseph		Laboratory Coordinator	Chemistry	Fulltime Professionals	\$94,800 \$48,476
Boyer	Corinne		News Reporter, WEKU	WEKU Public Radio	Fulltime Professionals	\$43,860
Doyei	Comme	1,10,2022	Nevos neporter, WERU			000,c r ç

Separations May 1, 2022 - August 15, 2022

Last Name	First Nam
Clusky	Sherri
Coltrain	Lisa
Conway	Carlin
Cornett	Ryan
Davis	Ramona
Dunn	Joshua
French	Jamian
Gift	Dani
Gish	Stacey
Hatmaker	Alexis
Haugen	Matthew
Held	Cynthia
Helton	, Katherine
Hepburn	Mitchell
Hieronymus	Lindsav
Ireland	Adam
Khair	Erika
Leighton	Robyn
Livingston	Philip
Maynard	Corbin
Miller	Valerie
Moore	Brandon
	Ronnie
Nolan	
Ohrnberger	Elisabeth
Patton	Katie
Patton	Carla
Perkins	Aileen
Petrey	Jill
Poynter	Kristy
Reaves	Ashley
Rice	Joplin
Rush	Corey
Sallee	Will
Smith	Kristine
Smith	Brett
Spry	Andrea
Thompson	Ashley
Thune	Matthew
Tyra	Vanessa
Wade	Benjamin
Wells	Christofe
Wells	Toni
Whitson	Ronald
Wofford	Cody
Bailey	Kearstin
Bowman	Peggy
Bundy	Christoph
Craft	Jessica
Dunn	Gregory
Estes	David
Gadd	Shirley
Hamilton	Cynthia
Harris	Timothy
Hazelwood	James
Justice	
Justice	Taylor

McGuire

Separation Position title t Name 6/30/2022 Assoc Director, KECSAC 8/1/2022 Deputy Dir, Fin Aid 6/2/2022 OEI Investigator 6/30/2022 Adult Education Instructor 6/30/2022 Assoc Dir, East/South Region 7/2/2022 AV Specialist 6/30/2022 Data & Assessment Splst 6/2/2022 Event Coord, Conf & Events 8/2/2022 Communications Manager 5/31/2022 Model Lab School Teacher thew 8/15/2022 Programmer Analyst 6/30/2022 Asst Dir, KECSAC 6/30/2022 Asst Dir, KECSAC nerine 6/2/2022 Assistant Coach, Soccer 5/2/2022 Dir Womens Basketball Ops 7/15/2022 Football Video Coordinator 5/2/2022 Membership Coord, WEKU 6/17/2022 Assistant Softball Coach 7/2/2022 Assoc Director, Develop 7/18/2022 Dir Mens Basketball Ops 6/3/2022 Recruit & Retention Coord 6/2/2022 Dir of Proj & Brand Mgmt 6/30/2022 Dir, KECSAC 7/2/2022 Asst Director, Sports Med 8/19/2022 Asst Director, Honors Progg 7/5/2022 Instructional Designer IT 6/30/2022 Prog Director, Adult Ed 8/15/2022 Prog Dir, Frat & Sorority Life 7/31/2022 OSHA Training Coordinator 6/17/2022 Graphic Designer 6/15/2022 Fin Aid Operations Specialist 7/15/2022 Creative Content Splst 6/17/2022 Asst Golf Coach 6/30/2022 Asst Dir, Financial KECSAC 5/18/2022 Staff Psychologist 6/17/2022 Assoc Dir, Stu Fin Asst 6/2/2022 Resdnce Hall Coordinator thew 6/2/2022 Assoc Coach 6/30/2022 Lead Adult Ed Instructor 5/2/2022 Football Video Coordinator iamin stofer 7/2/2022 Asst Dir of Athletics Com 6/17/2022 HR Business Partner 7/31/2022 Head Coach, Men's Golf 7/2/2022 Asst Baseball Coach 5/11/2022 Repair Technician I 7/15/2022 Office Associate stopher 6/11/2022 Info Tech Consultant 5/27/2022 Administrative Coord 7/19/2022 Locksmith 6/30/2022 Info Tech Consultant 8/15/2022 Acad Records Specialist 7/28/2022 Community Education Asst 7/16/2022 Senior Police Officer 7/31/2022 Repair Technician II 6/10/2022 Pool Technician 6/3/2022 Grounds Zone Specialist Raymond

Department

KECSAC FY22 Student Financial Assist Institutional Equity Adult Ed Clay Co FY22 **Regional Camp-Corbin** Conf & Events Admin Adult Ed Madison Co FY22 White Hall State Hist Site Comm & Brand Mgmt Model Laboratory School Stud Suc, Oper & Innovat **KECSAC FY22 KECSAC FY22** Soccer Basketball-Women Football WEKU Public Radio Softball Development Basketball-Men Dean - Let, Arts & Soc Scnes Comm & Brand Mgmt **KECSAC FY22** Athletic Training Honors Program eCampus Learning Adult Ed Madison Co FY22 University Housing **OSHA Train Institute Educ** Comm & Brand Mgmt **Student Financial Assist** Comm & Brand Mgmt Golf-Women **KECSAC FY22 Counseling Center** Student Financial Assist University Housing Basketball-Women Adult Ed Madison Co FY22 Football Comm & Brand Mgmt Human Resources Golf-Men Baseball **Housing Maintenance Occupational Therapy** Fee-Technology Academic & Career Services Maintenance, Lock Shop Info Technology-Acad Registrar **Community Education Police Department** Housing Maintenance Maintenance, Pools Grounds/Horticulture

Category Annual Salary **Fulltime Professionals** \$76,392 Fulltime Professionals \$76,500 Fulltime Professionals \$54,720 **Fulltime Professionals** \$38,682 **Fulltime Professionals** \$64,100 **Fulltime Professionals** \$36,568 **Fulltime Professionals** \$37,859 **Fulltime Professionals** \$36,568 **Fulltime Professionals** \$56,100 **Fulltime Professionals** \$31,383 Fulltime Professionals \$46,410 **Fulltime Professionals** \$48,476 **Fulltime Professionals** \$48,476 **Fulltime Professionals** \$31,085 Fulltime Professionals \$41,000 **Fulltime Professionals** \$35,568 **Fulltime Professionals** \$39,124 **Fulltime Professionals** \$33,000 \$56,000 **Fulltime Professionals** Fulltime Professionals \$37,300 **Fulltime Professionals** \$54,537 **Fulltime Professionals** \$73,000 \$102,032 **Fulltime Professionals Fulltime Professionals** \$40,926 **Fulltime Professionals** \$46,372 **Fulltime Professionals** \$55,146 **Fulltime Professionals** \$57,022 Fulltime Professionals \$49,999 **Fulltime Professionals** \$44,599 **Fulltime Professionals** \$35,568 **Fulltime Professionals** \$42,000 **Fulltime Professionals** \$38,000 **Fulltime Professionals** \$30,000 **Fulltime Professionals** \$46,370 **Fulltime Professionals** \$59.987 Fulltime Professionals \$53,004 **Fulltime Professionals** \$36,568 **Fulltime Professionals** \$53,000 Fulltime Professionals \$40,328 **Fulltime Professionals** \$35,568 **Fulltime Professionals** \$37,568 \$62,868 Fulltime Professionals **Fulltime Professionals** \$65,280 **Fulltime Professionals** \$41,000 Fulltime Hourly Staff \$23,462 \$25,935 **Fulltime Hourly Staff Fulltime Hourly Staff** \$38,123 Fulltime Hourly Staff \$33,014 \$39,915 Fulltime Hourly Staff \$48,107 **Fulltime Hourly Staff** Fulltime Hourly Staff \$30,050 **Fulltime Hourly Staff** \$25,389 **Fulltime Hourly Staff** \$43,826 **Fulltime Hourly Staff** \$40,726 \$25,189 **Fulltime Hourly Staff Fulltime Hourly Staff** \$20,862

Separations May 1, 2022 - August 15, 2022

		Fulltime Hourly Staff	645 494
Morgan Luke 7/1/2022 Data Specialist Tead			\$45 <i>,</i> 104
· · · · · · · · · · · · · · · · · · ·	ach Ed /Admissn&Cert	Fulltime Hourly Staff	\$27,222
Smith Matthew 7/22/2022 KY READY Corps Prog Coord KY R	READY Corps FY22	Fulltime Hourly Staff	\$31,239
Sparks Tosha 6/15/2022 Budget Specialist Deal	an-Health Sciences	Fulltime Hourly Staff	\$40,073
Sparks Corey 5/6/2022 Journeyman HVAC-R Tech Main	intenance, HVAC-R	Fulltime Hourly Staff	\$34,258
Stipes Harriet 5/31/2022 Paraeducator II Mod	odel Laboratory School	Fulltime Hourly Staff	\$29,426
		Fulltime Hourly Staff	\$29,910
Allen Sebastian 6/1/2022 Flight Instructor - Pilot II Class	ss Fees - Aviation	PT Hourly Staff	\$ -
Burdine Jeanetta 6/30/2022 Part Time NE Continual Svc UTC	C Title IV-E Foster Parent	PT Hourly Staff	\$ -
Calloway Jenny 6/30/2022 Part Time NE Continual Svc UTC		PT Hourly Staff	\$ -
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Nugent Timothy 6/30/2022 Restricted Intermitent Pay UTC	C Adoption Incentive	PT Professionals	\$ -
Shearer Peggy 6/30/2022 Specialist, Prog Improvemnt KEC	CSAC FY22	PT Professionals	\$ -
Sparks Sherri 6/30/2022 Restricted Intermitent Pay UTC	C Adoption Incentive	PT Professionals	\$ -
Vaughn Judy 7/15/2022 Model Substitutes Mod	odel Laboratory School	PT Professionals	\$ -
Yates Linda 7/15/2022 Restricted Intermittent Pay UTC	C Title IV-E Foster Parent	PT Professionals	\$ -

I. Approval of Degree Candidates for Fall 2022

II. Issue

The Board of Regents should formally confirm and confer the degrees for the candidates who have completed degree requirements for Fall 2022

III. Background

Candidates for degrees must meet the requirements of their respective academic programs. All degree requirements are verified by the appropriate Academic Departments and Colleges, as well as the Office of the Registrar, and recommended by the Provost and Senior Vice President for Academic Affairs for the Fall 2022 graduates. Candidates for degrees are hereby submitted to the Board for the formal vote of the confirmation of conferral of degrees pursuant to KRS 164.350(1)(d).

IV. Alternatives

While the conferral of degrees is vested in the Board of Regents, as these students have met the various academic requirements, the conferral of these degrees should be confirmed.

V. President's Recommendation

Based upon recommendations from the appropriate Chairs, Deans, Office of the Registrar, and the Provost and Senior Vice President for Academic Affairs, the President recommends the formal confirmation of the Board of Regents of the conferral of degrees for Fall 2022 graduates who have met or will meet degree requirements with a conferral date of October 7, 2022, or December 3, 2022.

I. Proposed Asset Preservation Projects for the 2022-2024 Biennium -Additional Authorizations

II. Issue

The Eastern Kentucky University Board of Regents must approve Asset Preservation Capital Projects for the 2022-24 biennium.

III. Background and Process

The Council on Postsecondary Education (CPE) in partnership with the Office of State Budget Director (OSBD) has now completed and provided guidance for submission and approval of Asset Preservation Projects. In accordance with these finalized Asset Preservation Pool Guidelines, the University has now identified additional pooled Asset Preservation Capital Project authorization opportunities that will enhance the June 2022 Board action and also add necessary flexibility with projects.

Please see the attached schedule of proposed pooled Asset Preservation Capital Projects.

IV. President's Recommendation

It is the President's recommendation that the Board of Regents approve the proposed pooled Asset Preservation Capital Projects attached.

Eastern Kentucky University Proposed Asset Preservation Capital Projects Pooled Projects - Main and Regional Campuses

Plumbing systems, HVAC, water distribution systems, boiler/hot water systems, cooling tower and chiller systems repair/replacement, mechanical systems repair/renovation/replacement	\$ 8,500,000
Elevator renovation/replacement/modernization	\$ 4,000,000
Sidewalks, pathways, pedestrian entrances, egress, access access accommodation, lighting improvements	\$ 4,000,000
Parking lot maintenance and improvements; exterior lighting improvements	\$ 4,000,000
Electrical system installation/renovation/improvements; electrical hardware components installation, improvements	\$ 5,000,000
Roof replacements and upgrades; structural renovations/upgrades; various/multiple buildings/facilities	\$ 6,000,000
Building interior renovations/repairs/upgrades	\$ 3,500,000

Total: \$ 35,000,000

NAMING RIGHTS AGREEMENT

This NAMING RIGHTS AGREEMENT (the "Agreement") is effective on the Effective Date (as defined below) and is between EASTERN KENTUCKY UNIVERSITY, located at 521 Lancaster Avenue, Richmond, Kentucky 40475 (the "UNIVERSITY"), and CITIZENS GUARANTY BANK, located at 25 River Drive, Irvine, Kentucky 40336 (the "SPONSOR"). UNIVERSITY and SPONSOR may hereinafter also be referred to singularly as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, UNIVERSITY owns and operates Roy Kidd Stadium on the campus of UNIVERSITY, which includes a competition field (also referred to as the "FIELD");

WHEREAS, UNIVERSITY desires to grant SPONSOR naming rights to the Field in consideration of SPONSOR'S agreement to pay UNIVERSITY as set forth herein; and

WHEREAS, SPONSOR desires to receive the naming rights to the Field and to receive other ancillary benefits pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these Recitals, hereby incorporated into this Agreement, the following mutual promises, and all other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

- I. **TERM.** This Agreement shall become effective on September 1, 2022 (the "Effective Date") and continue through 11:59 p.m. EST on December 31, 2033 ("Initial Term") unless extended or earlier terminated in accordance with the terms herein.
 - a. **Option to Extend**. The Parties shall meet and confer in good faith during the final year of the Initial Term (the "Option Period"), with notice sent to the University by Sponsor on or around January 1, 2032 to trigger the Option Period. The Parties shall confer and negotiate in good faith an option to extend, which shall be under terms and conditions to be mutually agreed upon. If the Parties fail to reach an agreement before January 1, 2033, then the University shall have no further obligation to negotiate exclusively with Sponsor, and shall be permitted to commence negotiations with any other third party with respect to the naming rights of the Field that may begin after the Initial Term of this Agreement ends.
 - b. Right of Renegotiation. If University accepts an invitation to join a Power 5 conference (the Big 10, the Pac 12, Southeastern Conference (SEC), Big 12 and Atlantic Coast Conference (ACC)), the Parties shall review the Sponsorship Fee, as defined below, as well as the Signage, Hospitality, and Special Events, as set forth below, and shall negotiate any necessary adjustments in good faith. Additionally, if there is a material change is the Department of Athletics at University, with such material change only being if the University significantly

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decreases its financial support of University Athletics or if the Department of Athletics cuts a revenue-generating sport, the Parties shall also review the Sponsorship Fee, as defined below, as well as the Signage, Hospitality, and Special Events, as set forth below, and shall negotiate any necessary adjustments in good faith.

II. NAMING RIGHTS TO FIELD

- a. **Description of the Field.** The Field is comprised of the performance turf field inside Roy Kidd Stadium that consists of the playing field, two endzones, and sidelines (collectively the "Field").
- b. Exclusive Naming Rights. During the Term of this Agreement, University hereby grants to the Sponsor the exclusive naming rights to the Field pursuant to the terms hereunder (collectively, the "Naming Rights"). As of the Effective Date, the official name of the Field will be the "CG Bank Field", unless amended or changed by mutual agreement. Any such name change, branding change, or amendment shall not be unreasonably withheld; and Sponsor shall be responsible for all costs and expenses to University that arise from such name change, branding change or amendment, including but not limited to changes to Signage, logos or licensed materials produced, altered, or procured in reliance on the Name being "CG Bank Field." Under no circumstances shall the grant of rights under this Section II or any other provision of this Agreement be construed to have any effect on the names previously assigned to any other University building or any section thereof, including without limitation Roy Kidd Stadium.
- III. **TRADEMARKS.** During the Term of this Agreement, including any extension of the Initial Term agreed to by the Parties and subject to all of its terms and conditions, each Party ("Trademark Licensor") hereby grants to the other Party ("Trademark Licensee") a limited, nonexclusive, non-transferable, non-sublicensable license to use the Marks as identified in Exhibit A, in accordance with Trademark Licensor's standards, specifications and instructions as set forth in Exhibit C. "Marks" means the names, trademarks, service marks and logos as provided by Trademark Licensor specifically for use under this Agreement and subject to the Trademark Licensor's approval. However, Trademark Licensor, in its sole discretion from time to time, may, upon written notice, change the appearance or style of any Marks or add or subtract from the Marks previously supplied. Unless required earlier by a court order or to avoid potential infringement liability, Trademark Licensee will have a reasonable period of time to implement any such changes and if Trademark Licensor requires any changes to materials that have already been produced, the Trademark Licensor will pay the Trademark Licensee for any costs involved in such change. Trademark Licensee hereby acknowledges and agrees that (i) the Marks are owned solely and exclusively by Trademark Licensor or its affiliates, (ii) except as set forth herein, the Trademark Licensee has no rights, title or interest in or to the Marks and (iii) all use of the Marks by Trademark Licensee and goodwill created by such use will inure to the benefit of Trademark Licensor and its affiliates. Trademark Licensee agrees not to apply for registration of the Marks (or any mark confusingly similar thereto) anywhere in the world. Trademark Licensee agrees that it will not

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engage, participate or otherwise become involved in any activity or course of action that diminishes or tarnishes the image or reputation of Trademark Licensor or of any of Marks. Upon expiration or termination of this agreement, the Trademark Licensee agrees to cease any and all uses of the Marks.

IV. SIGNAGE. In connection to the Naming Rights granted to the Sponsor hereunder, the Sponsor is entitled to have certain existing signage modified or replaced to include the Name and Marks and to add new signage containing the Name and Marks (the "Signage"). The appearance of and locations of the Signage are described as follows and more specifically set forth in <u>Exhibit B</u>:

- a. Exterior Signage:
 - i. Large signage near the main entrance of the stadium;
 - ii. Premium, TV-visible signage on the turf Field itself in two (2) locations;
 - iii. Large, TV-visible signage on the videoboard in the stadium;
- b. Interior Signage
 - i. One logo placement on wall graphics entering football seating area;
- c. University shall pay for all costs and expenses associated with the initial and ongoing preparation, production, mounting, power connections, repair, maintenance and/or installation of all Signage on the Field and any additional Signage in accordance with this Agreement, excluding any changes to such Signage made necessary by Sponsor's change of its name or Marks.
- V. HOSPITALITY & SPONSORSHIP. In addition to the other rights granted by this Agreement, University grants to Sponsor the rights set forth in this Section V per contract year during the Term. Any opportunities not used during a contract year do not roll over to the following contract year. "Contract year" means the twelve (12) month period from July 1 through June 30 of each year during the Term.

a. Hospitality

i. Sponsor shall be granted four (4) suite or stadium Club football season tickets each year.

b. Special Events

- i. Sponsor shall be granted use of the Field four (4) times per year on nongamedays.
- ii. Sponsor shall be granted use of a Roy Kidd Stadium suite/club space two(2) times per year on non-gamedays.

c. Other Assets

i. Sponsor shall be entitled to place one (1) ATM on campus in a prime location as selected by Sponsor and approved by the University, which shall

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not include locations prohibited by University's exclusive banking services agreement;

- University will make the head coach of the Football program and the head coaches of the Men's and Women's Basketball programs available for up to two (2) video commercials per year;
- iii. Sponsor shall be deemed the "Presenting" sponsor of the University Football Spring Game each year, including promotional mentions, signage and opportunity for on-site activation;
- iv. Sponsor shall be entitled to signage on TV-visible rotational sign in Alumni Coliseum for all basketball events;
- v. Sponsor shall be entitled to static sign at the EKU Soccer Complex along the EKU Bypass;
- vi. Sponsor shall be entitled to static sign on the outfield wall at Earle Combs Stadium;
- vii. Sponsor shall be entitled to one (1) commercial during ESPN+ television and radio broadcasts up to thirty (30) seconds in length;
- viii. Sponsor shall be entitled to Sponsor's name mentioned in opening and closing billboards of all University football radio broadcasts; and
- ix. Banner ads on EKUSports.com, 150k ROS impressions.
- d. Messaging. Sponsor may be able to use the "premier partner of EKU Athletics" or other similar language in its advertising, as approved by University in writing, but, notwithstanding anything to the contrary in this Agreement, Sponsor shall not have the right to convey any message that contains comparative or qualitative descriptions of Sponsor's product or services, price information, or any other indication of savings or value associated with Sponsor's products or services; any message that endorses Sponsor's product or services; or any message that would constitute an inducement to purchase, sell, or use Sponsor's product or services. University has the right to reject any promotional message that would not meet the qualified sponsorship rules under Section 513(i) of the Internal Revenue code, which would cause the message to be classified as taxable advertising.
- e. **Right to Create and Use Footage**. Sponsor shall have the right to create B-roll footage and photographs of events at the Field for its advertising and marketing, with consent of University, and provided Sponsor indemnifies University for any and all activity on University property as further set forth herein. Sponsor shall further have right to use and publish third-party footage and photographs of events at the Field and the individuals involved in advertising and marketing campaigns, subject to any necessary third-party consents and with consent of University.

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f. Social Media. During any events at the Field, Sponsor shall have the right to post event updates and news on social media platforms.

VI. PAYMENTS AND COSTS.

- a. **Payments**. In consideration of the rights granted herein, Sponsor shall pay University in accordance with the terms of this Section. All payments from Sponsor to University shall be made according to the following payment schedule with the first payment being due at the commencement of the Term. Absent a Default or early termination as set forth herein, the total payments made during the Initial Term shall be One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the "Sponsorship Fee").
- b. Payment Schedule. The total Sponsorship Fee shall be payable in eleven (11) installments of One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00) (the "Installment Payment") made payable to the University and due on or before July 15 of each contract year, pursuant to the following invoice payment schedule:

i.	July 15, 2022	\$65,000
ii.	July 15, 2023	\$75,000
iii.	July 15, 2024	\$85,000
iv.	July 15, 2025	\$95,000
v.	July 15, 2026	\$105,000
vi.	July 15, 2027	\$115,000
vii.	July 15, 2028	\$125,000
viii.	July 15, 2029	\$135,000
ix.	July 15, 2030	\$145,000
x.	July 15, 2031	\$155,000
xi.	July 15, 2032	\$50,000

c. Late Fees. If any payment of Annual Payment is not received on or before August 1 of the applicable contract year, University may elect to charge Sponsor a late fee of one- and one-half percent (1.5%) per month (or, if lower, the maximum rate allowed by Law) from the applicable payment due date until such amount is paid in full (including any such accrued and unpaid interest). Sponsor acknowledges and agrees that any such election by University does not waive any other remedy available to University under this Agreement or otherwise at law or in equity.

VII. INSURANCE AND INDEMNIFICATION.

a. **Insurance**. Sponsor shall, at its sole expense, procure and maintain during the term of this Agreement a policy of comprehensive general liability insurance

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with coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, including, but not limited to, coverage for claims involving defamation, copyright and trademark infringement, invasion of privacy, unfair competition, or idea misappropriation. A Certificate of Insurance evidencing the above insurance and naming the University as an additional insured shall be provided to University upon execution of this Agreement. In the event of cancellation or non-renewal of above-described insurance, Sponsor shall provide thirty (30) days advance written notice to University of such cancellation or non-renewal.

b. Indemnification. Sponsor shall and to the extent not otherwise prohibited by law, University shall, indemnify, defend, and hold harmless the other party, and its officers, employees, trustees, and agents from and against any and all claims, demands, costs and expenses, including reasonable attorneys' fees, arising out of the acts or omissions of the Indemnifying Party, its officers, employees and agents in the performance of obligations under this Agreement, including but not limited to negligent acts, willful misconduct, fraud, misrepresentation, or copyright or trademark infringement; provided that said claims, demands, costs and expenses have not been caused or alleged to have been caused by the negligence or willful misconduct of the indemnified party.

VIII. DEFAULT AND TERMINATION.

- a. **Default by Sponsor**. Any of the following shall constitute an event of default hereunder by Sponsor (the "Sponsor Default"):
 - i. Failure to pay the Annual Payment when due and the continuation of such failure for ten (10) business days after delivery of written notice by University to Sponsor specifying such failure;
 - ii. Failure to comply with the terms of this Agreement without cure within 30 days after receipt of written notice;
 - iii. A breach of any representation or warranty in this Agreement; or
 - iv. (A) files a petition in bankruptcy; (B) is adjudicated bankrupt; (C) has a petition in bankruptcy filed against it that is not dismissed within sixty (60) days after filing; (D) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due; (E) makes a general assignment for the benefit of its creditors; or (F) has a receiver, custodian, or similar official appointed with respect to all or substantially all of its assets.
- b. **Default by University**. Any of the following shall constitute an event of default hereunder by University (the "University Default"):
 - i. Failure to comply with the terms of this Agreement without cure within 30 days after receipt of written notice;
 - ii. A breach of any representation or warranty in this Agreement.

- c. Termination and Remedies.
 - i. Termination for Default
 - 1. In the event of a Default as set forth herein, the Party not in Default (the "Non-Defaulting Party") will have the right to terminate this Agreement upon written notice to the Defaulting Party.
 - 2. In the event University is the Defaulting Party:
 - a. Sponsor may terminate this Agreement with no further obligation.
 - i. If Sponsor terminates this Agreement in accordance with Section VIII(a), University shall pay for the costs and expenses incurred by Sponsor for the removal of all Signage.
 - b. Sponsor may elect to have the Agreement automatically extend for the period of time necessary to cure University's breach, as agreed upon by the Parties and codified in an extension agreement; or
 - c. Sponsor may enforce this Agreement in a court of law, including, but not limited to, seeking an order of specific performance for the University to comply.
 - 3. In the event Sponsor is the Defaulting Party:
 - a. University may terminate this agreement with no further obligation.
 - b. If University terminates this Agreement in accordance with Section VIII(a), Sponsor shall pay University the stipulated sum of Two Hundred Thousand Dollars \$200,000.00 liquidated damages within ten (10) days after written demand by University. If University terminates this Agreement in accordance with Section VIII(a), Sponsor shall pay for all costs and expenses University incurs to remove all Signage.
 - 4. Notwithstanding the foregoing or any other term or condition of this Agreement, if either Party determines in good faith that the other Party or any of its officers, directors, or board members, has engaged in criminal conduct involving moral turpitude or fraud, or has committed or does commit any act (each an "Act") that tends to bring said Party into public disrepute, contempt, scandal, or ridicule, or that tends to shock, insult, or offend a reasonable person, or that in the sole discretion of the non-offending Party, reflects unfavorably on the non-offending Party's reputation, image, mission, or

integrity, the non-offending Party may terminate this Agreement by providing thirty (30) days prior written notice to the offending Party. In the event University exercises its rights under this section prior to July 15, 2027, University may require the Sponsor, at Sponsor's expense, to remove all Signage and pay University the stipulated sum of \$200,000.00 as liquidated damages. In the event University exercises its rights under this section on or after July 15, 2027, University may require the Sponsor, at Sponsor's expense, to remove all Signage and pay University the stipulated sum of \$100,000.00 as liquidated damages. In the event Sponsor exercises its rights under this section, University shall pay for the costs and expenses incurred by Sponsor for the removal of all Signage.

5. In the event University terminates this Agreement under either Section VIII(a) or VIII(c), the parties agree in advance to the settlement of damages that might arise from the breach and agree that the amount of liquidated damages (\$200,000.00) was reasonable at the time of contracting, bears some relation to the damages which might be sustained in the event of any such breach, and agree that actual damages would be uncertain in amount and difficult to prove.

ii. Termination for Convenience

- 1. This Agreement cannot be terminated by the Sponsor for convenience until after the completion all prior years and payments and after completion of the payment due on July 1, 2027;
- 2. After the completion of the payment due on July 1, 2027, and as long as the Sponsor is not otherwise in breach, the Sponsor may elect to terminate this Agreement for convenience by giving thirty (30) days' written notice to the University.
 - a. If Sponsor elects to cancel this Agreement for convenience after July 1, 2027 but before July 1, 2030, Sponsor shall pay University a lump sum payment of \$300,000.00.
 - b. If Sponsor elects to cancel this Agreement for convenience after July 1 2030 but before the end of the Initial Term, Sponsor shall pay University \$200,000.00.
- 3. At the cancellation of this Agreement for convenience, University shall immediately remove all signage and references to Sponsor.
- 4. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that University will incur costs in removing any signage and obtaining a replacement sponsor, in addition to potentially increased market

compensation costs if Sponsor terminates this Agreement prior to its expiration, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Sponsor and acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Sponsor. The foregoing shall not be, nor be construed to be, a penalty.

IX. RULES AND REGULATIONS AND POST SEASON GAMES AND TOURNAMENTS.

- a. Notwithstanding any other term or condition of this Agreement, University may, upon provision of written notice to Sponsor, terminate this Agreement in the event Sponsor has engaged in conduct that University reasonably determines to be in violation of National Collegiate Athletic Association (NCAA) or relevant athletics conference that the University is affiliated (Conference) rules or regulations. Sponsor shall thereafter be relieved of any obligation to make further payments under this Agreement.
- b. Sponsor shall not use the name or likeness of any University student-athlete in the manner of an endorsement of any product or service in violation of any University, NCAA or Conference rules or regulations. Any use by Sponsor of any such name or likeness shall comply with all applicable University, NCAA and Conference rules that govern University's athletic programs.
- c. This Agreement's provisions regarding Signage in the Arena shall apply to the men's and women's regular season basketball and volleyball contests only and shall not apply to any postseason games or tournaments. The rules and regulations for such postseason play are determined by the relevant governing bodies or conferences and Sponsor's Signage may not be allowed in the Arena during said tournaments due to tournament regulations. University will make a reasonable attempt to comply with this Agreement for postseason play, however, University's inability to comply with the terms of this Agreement for postseason play will not be considered a breach of this Agreement.

X. GENERAL TERMS AND CONDITIONS

a. Force Majeure.

i. If the Field is damaged by fire, earthquake, act of God, the elements or other casualty or is condemned by an authority exercising the powers of eminent domain or the Field is deemed unusable of its intended purpose at any time during the Term, ("Force Majeure Damage") and the University reasonably determines that repairs and restoration of the Field can be completed within one year after the Force Majeure Damage, then the Term of this Agreement shall be extended by the period from the date of the Force Majeure Damage until such repairs and restoration are complete. If the University reasonably determines that repairs and restoration of the Field cannot be completed within one year after the Force Majeure Damage, then this Agreement shall terminate unless otherwise extended by the parties.

- ii. Except for those circumstances described in part (i) neither Party shall be in default or breach of this Agreement if failure to perform any obligation hereunder is caused by supervening conditions beyond the Party's control, including acts of God, pandemics or epidemics, civil commotion, strikes, labor disputes, governmental orders, demands or requirements, or a service interruption from an underlying carrier or service provider; provided however, that any Party claiming force majeure shall provide written notice thereof to the other Party and shall make all reasonable efforts to comply with the Agreement.
- b. Relationship of the Parties. Each Party maintains full and exclusive control of its business, including without limitation, hiring and firing personnel, admitting students, and performing any other administrative matters. The relationship of the Parties created by this Agreement is one of independent contractors. Nothing contained in this Agreement, or otherwise, shall be interpreted to create a partnership, agency, joint venture or employment relationship between the Parties.
- c. Notices. Any notice under this Agreement will be sufficiently given if in writing and delivered in person, by certified mail, by national courier, or electronically transmitted (with receipt of transmission) to the address below or to such other address as the recipient may furnish in writing to the sender.

	K. Matthew Roan, J.D. Vice President and Director of Athletics Eastern Kentucky University 521 Lancaster Avenue Richmond, KY 40475
With a Copy to:	Dana Daughetee Fohl, J.D. University Counsel Eastern Kentucky University 521 Lancaster Avenue Richmond, KY 40475
If to SPONSOR:	Langdon Shoop Director, Chief Strategy Officer Citizens Guaranty Bank 25 River Drive Irving, KY 40336

If to UNIVERSITY:

d. **Counterparts**. This Agreement may be signed in counterparts, each and every one of which shall be deemed an original, notwithstanding variations in format or

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file designation, which may result from the electronic transmission, storage and printing of copies of this Agreement from separate computers or printers. Facsimile and electronic signatures shall be treated as original signatures.

- e. **Severability**. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.
- f. No Team or Stadium Event Representations, Warranties, or Covenants. Sponsor acknowledges that University has neither made nor is making any representations, warranties, or covenants of any nature whatsoever regarding (i) the present or future performance of the teams, (ii) the identity or playing ability or availability for any given home game of any of the present or future players of the teams, (iii) attendance at home games of the teams, (iv) any other similar or related matters regarding the performance, operations, or management of the teams, (v) the identity of any performers who may participate in, or perform at, any Arena vents, or (vi) the attendance at any such Arena events.
- g. Entire Agreement, Modifications and Assignment. This Agreement represents the entire agreement between the Parties covering the subject matter hereof, and all oral discussions and prior agreements are merged herein, and all of the terms and provisions herein shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. . Except as otherwise expressly stated herein, all amendments and modifications to this Agreement, if any, shall be in writing executed by all Parties. Neither Party shall assign or transfer this Agreement or any rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment contrary to the provisions of this Section shall be null and void.
- h. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered electronically by fax or by email as a .PDF attachment, and all such counterparts shall be deemed, and shall have the same legal force and effect as, an original counterpart.
- i. **Governing Law**. This Agreement and any dispute arising hereunder will be governed by and construed exclusively in accordance with the laws of the Commonwealth of Kentucky, without reference to its conflict of law provisions.
- j. Authority. Each Party hereto has the full right and authority to enter into and fully perform this Agreement in accordance with its terms. Each individual representing the Parties in signing this Agreement warrants and represents that they are duly authorized to bind their respective Party to the terms contained herein.
- k. Subject and Subordinate. This Agreement is subject and subordinate to (i) the rights of any bank, lending, or financing institution or any other lender in connection with any financing for Roy Kidd Stadium, including the rights of any

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agent or trustee; (ii) NCAA and applicable athletic conference rules and regulations; (iii) the terms of any existing or future contracts and agreements entered into by an NCAA entity relating to sponsorships or the broadcast or telecast of NCAA games or that otherwise restrict the visibility of signage within the Stadium during nationally televised NCAA games; and (iv) all applicable laws, as any of the foregoing currently exist or as they may be amended or modified from time to time after the Effective Date. If, at any time after the Effective Date, any further action is necessary or desirable to comply with NCAA or applicable athletic conference rules or regulations, or a similar sanctioning or governing body, the Parties shall take or cause to be taken all such necessary or desirable action, including the execution and delivery of such instruments and documents as may be reasonably requested by the other Party for such purpose.

- 1. Sovereign Immunity. No term or condition of this Agreement shall be considered a waiver, in whole or in part, of sovereign immunity.
- m. Mutual Non-Disparagement. The Sponsor and University agree to make no statement, whether written or oral, about the other Party which could reasonably be expected to adversely affect the other Party's perception or reputation.
- n. Interpretation. Each party recognizes that this Agreement is a legally binding contract and acknowledges that each had the opportunity to consult with legal counsel. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter.

Each Party is signing this Agreement on the date stated below that Party's signature

UNIVERSITY

By: Name Title: Date:

SPONSOR By: Jan Jon Name: JANGDOW SHOO'S Title: DIRECTOR, CHIEF STRATEGY OTHER Date: 8/26/22

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EXHIBIT A

MARKS



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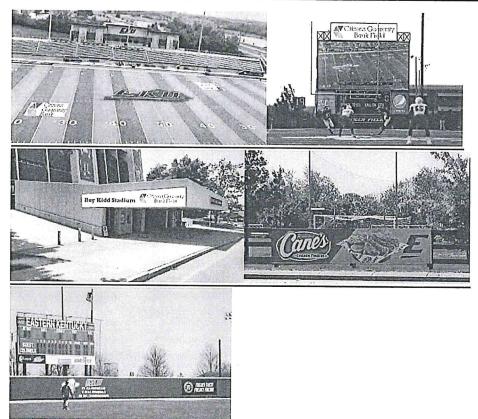
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EXHIBIT B

SIGNAGE

Exterior Signage (The pictures below depict the general appearance of the signs; final artwork for the signs shall be agreed to by the Parties).



Interior Signage



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EXHIBIT C

QUALITY CONTROL STANDARDS

A. Acknowledgement. The Parties each acknowledge and are familiar with the high standards, quality, style, and image of the other, and at all times shall conduct their business and use the Marks in a manner consistent with these standards, quality, style, and image.

B. Use of the Marks. The Trademark Licensee shall: (i) maintain the quality of the services offered in connection with the Marks; (ii) not use the Marks in any morally objectionable manner or in any manner that is offensive, derogatory, or disparaging to the Trademark Licensor; (iii) comply with all federal, state, and local laws and regulations governing use of the Marks and provision of the Trademark Licensor's services; (iv) conduct its business and use the Marks in a manner to maintain the reputation and goodwill associated with the Marks; (v) ensure that its advertising, marketing, and promotion of its services in no way reduces or diminishes the reputation, image, and prestige of the Marks; and (vi) not make any modifications or alterations to the Marks unless approved in writing by the Trademark Licensor.

C. Quality Control Standards. Trademark Licensor may exercise reasonable quality control measures over all uses of the Marks under this Agreement to maintain the validity of the Marks and protect the goodwill associated therewith. For the purpose of monitoring Company's compliance with Seller's quality standards and the other requirements set forth herein. Trademark Licensee shall promptly provide Trademark Licensor with samples of all advertising and other material prepared by, for or with the permission of Trademark Licensee that bears the Marks at least thirty (30) days prior to intended use. Within ten (10) calendar days after it receives any such sample material, Trademark Licensor will deliver to Trademark Licensee either a written notice of approval or a written notice of refusal. Any notice of refusal will specify what must be changed and why. If Trademark Licensee does not receive either a written notice of approval or a written notice of refusal within such 10-day period, then the material will be deemed to have been approved for distribution. If Trademark Licensee receives a written notice of refusal, Trademark Licensee may revise the material and resubmit a sample of the revised material to Trademark Licensor for its approval. in which case, the approval procedure set out in this Section will once again apply. Trademark Licensee shall not market, distribute or use for any purpose the Marks on any material for which Seller has provided written notice of refusal.

D. Approval. Approval of any proposed use by Trademark Licensee of the Marks on any materials, once given by Trademark Licensor, will continue in effect, without need for future approval, so long as (i) such approval is not withdrawn by Trademark Licensor, acting reasonably, due to an uncured breach of the provisions of the quality control standards set forth herein and (ii) Trademark Licensee's use of the Marks in connection with Trademark Licensee's services is substantially consistent with such previously approved use. **E.** Complaints. Trademark Licensee shall promptly provide Trademark Licensor with details of any consumer comments or complaints it has received relating to the use of the Marks or provision of services in association with the Marks and communications from governmental or industry agencies concerning the quality of services provided in association with the Marks.

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