

# QUARTERLY MEETING

WEDNESDAY, FEBRUARY 21, 2024

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# AGENDA

Eastern Kentucky University Board of Regents

Quarterly Meeting

February 21, 2024

# Experience Excellence 2022-2030

#### Vision

Eastern Kentucky University will be excellent in all that we choose to do.

#### Mission

Eastern Kentucky University is the School of Opportunity where everyone belongs. World class faculty and staff create opportunities for personal growth through exceptional experiences, to ensure students realize their fullest potential and achieve excellence. EKU graduates shape the success and vitality of their professions and communities.

#### **Strategic Priorities**

#### Goal 1: Knowledge

Knowledge is at the center of EKU's commitment to serve as the School of Opportunity. From academic teaching and learning to experiential co- and extracurricular activities, EKU strategically advances academic and student success programs that support EKU's diverse learners.

#### Goal 2: Innovation

Innovative thinking and bold action will elevate and differentiate EKU. Innovation will enhance organizational stewardship, intellectual and creative capacity, and economic vitality within EKU and the communities we serve.

#### Goal 3: Transformation

EKU is dedicated to transforming lives and communities. EKU's learning environments support intellectual growth, creativity, empowerment, and life-changing experiences by centering access, equity, dignity, respect, and inclusivity.

#### **Guiding Values**

Inclusion Community engagement Diversity of people and perspectives Professional growth Hospitality Celebration Trust Consistency Effective communication Accountability Efficiency Leadership Eastern Kentucky University Board of Regents

> Quarterly Meeting Agenda

February 21, 2024 9:00 A.M.

Powell 219 Eastern Kentucky University

#### SCHEDULE

9:00 a.m. Convene Board Meeting, Powell 219

Lunch, Case Dining, Regents Room

Reconvene Board Meeting, if necessary, Powell 219

#### Eastern Kentucky University Board of Regents

#### Quarterly Meeting Agenda

#### February 21, 2024 9:00 a.m.

#### Powell 219 Eastern Kentucky University

- I. Call to Order
- II. Annual Election of Chair
- III. Information Items
  - A. University Reports
    - 1. Construction Update (Dr. Bryan Makinen, AVP)
    - 2. Financial Update (Barry Poynter, Senior Vice President)...... 4
    - 3. Academic Affairs Update (Dr. Sara Zeigler, Provost & Senior Vice President)
    - 4. Student Success and Enrollment Update (Dr. Tanlee Wasson, Senior Vice President)
    - 5. Committee Reports (Mike Eaves, J.D., Chair)

#### B. Additional Reports to the Board

#### 1. Written Reports

- i. Faculty Senate Update (Dr. Lisa Kay, Chair) ......12
- ii. Staff Council Update (Dr. Caelin Scott, Chair) ......14
- iii. Student Government Association Update (Camden Ritchie, SGA President)......15
- 2. Dr. David T. McFaddin, President
- 3. Mike Eaves, J.D., Chair of the Board

#### IV. Action Items

#### A. Consent Agenda

i.	Approval of the Minutes for the Full Board Meeting on November 15, 2023	16
ii.	Approval of the Minutes for the Special Meeting of the Ad Hoc Committee on Gover	rnance
	and Evaluation on November 15, 2023	
iii.	Approval of Regularly Scheduled Board Meeting Dates for 2024	32
iv.	Approval of the Personnel Actions	33
٧.	Approval of Degree Candidates for Spring 2024	39
vi.	Approval of Policy Updates for Model Laboratory School	40
Approva	al of Board of Regents Amended Bylaws (Dana Fohl)	58
Approva	al of Model Laboratory School Tuition & Fees for 2024-25 (Barry Poynter)	69
Approva	al of Endowed Match Request ( <b>Mary Beth Neiser</b> )	
Approva	al of Land Lease with the Department of Criminal Justice Training (Dana Fohl)	107
Discuss	sion and/or Action related to Board Self-Evaluation (Chair Eaves)	

#### V. Executive Session

VI. New Business

B. C. D. E. F.

VII. Adjournment



# Eastern Kentucky University

Financial Update February 21, 2024

# **Budget to Actual Summary**

December 31,		Revenue			Expense		
FY 2023-24							
	Revised		Percent	Revised Expense		Percent	Change in Net
Fund	<b>Revenue Budget</b>	Actual Revenue	Realized	Budget	Actual Expense	Realized	Position
Education & General	266,578,362	135,253,606	50.74%	266,578,362	137,376,453	51.53%	(2,122,847)
Auxiliary	28,795,836	15,343,623	53.28%	28,795,836	12,979,906	45.08%	2,363,717
Total	295,374,198	150,597,229	50.99%	295,374,198	150,356,359	50.90%	240,870

December 31,		Revenue			Expense		
FY 2022-23							
	Revised		Percent	Revised Expense		Percent	Change in Net
Fund	Revenue Budget	Actual Revenue	Realized	Budget	Actual Expense	Realized	Position
Education & General	253,522,191	129,417,317	51.05%	261,289,774	132,180,997	50.59%	(2,763,680)
Auxiliary	24,975,245	13,652,753	54.67%	24,975,245	14,200,471	56.86%	(547,718)
Total	278,497,436	143,070,070	51.37%	286,265,019	146,381,468	51.13%	(3,311,398)

# **E & G Revenue by Classification**

······	F	Y 2023-24		I	Y 2022-23		
			Percent			Percent	
Revenue Source	Revised Budget	Actual	Realized	Revised Budget	Actual	Realized	Variance
Tuition & Class Fees	156,080,998	82,476,273	52.84%	146,500,927	77,246,313	52.73%	5,229,960
State Appropriations	76,660,200	42,163,200	55.00%	79,251,800	43,588,400	55.00%	(1,425,200)
Government Grants & Contracts	2,463,264	890,202	36.14%	2,463,275	478,833	19.44%	411,369
Private Gifts, Grants & Contracts	9,964,002	1,028,848	10.33%	1,324,093	976,698	73.76%	52,149
Educational Sales & Services	8,557,567	5,807,120	67.86%	6,917,604	4,763,201	68.86%	1,043,920
Other Sources	12,852,331	2,887,963	22.47%	17,064,493	2,363,871	13.85%	524,092
Total	266,578,362	135,253,606	50.74%	253,522,191	129,417,317	51.05%	5,836,289



# **E & G Expense by Classification**

		FY 2023-24				FY 2022-23		
			Percent				Percent	
Expense Classification	Revised Budget	Actual	Realized	-	Revised Budget	Actual	Realized	Variance
	00 750 405	17 276 405	50.070/		00 506 445	45 646 400	50.000/	4 660 202
Instruction	92,753,405	47,276,495	50.97%		89,586,415	45,616,192	50.92%	1,660,303
Research	285,343	88,392	30.98%		618,046	99,785	16.15%	(11,393)
Public Service	1,472,471	643,929	43.73%		1,582,310	712,558	45.03%	(68,629)
Academic Support & Libraries	27,763,353	13,245,595	47.71%		27,092,693	12,952,789	47.81%	292,806
Student Services	27,613,281	14,364,326	52.02%		25,750,928	13,011,184	50.53%	1,353,143
Institutional Support	50,575,981	25,617,276	50.65%		50,544,381	25,638,853	50.73%	(21,576)
Operation & Maintenance of Plant	24,673,641	11,750,848	47.63%		24,579,241	11,157,612	45.39%	593,236
Scholarships & Fellowships	41,440,887	24,389,590	58.85%	-	41,535,761	22,992,023	55.35%	1,397,566
Total	266,578,362	137,376,453	51.53%		261,289,774	132,180,997	50.59%	5,195,456



# **Budget to Actual Summary – Primary Auxiliaries**

December 31,		Revenue					
FY 2023-24	Revised		Percent	Revised Expense		Percent	Change in Net
Auxiliary Unit	Revenue Budget	Actual	Realized	Budget	Actual	Realized	Position
Campus Recreation Center	1,722,000	896,485	52.06%	1,722,000	943,743	54.81%	(47,258)
Housing	23,698,089	11,839,050	49.96%	23,698,089	10,186,868	42.99%	1,652,182
Parking Operations	1,624,950	1,530,311	94.18%	1,624,950	834,166	51.33%	696,145
University Club at Arlington	1,750,797	1,077,777	61.56%	1,750,797	1,015,129	57.98%	62,648
Total	28,795,836	15,343,623	53.28%	28,795,836	12,979,906	45.08%	2,363,717
December 31,		Revenue			Expense		
FY 2022-23							
	Revised		Percent	Revised Expense		Percent	Change in Net
Auxiliary Unit	Revenue Budget	Actual	Realized	Budget	Actual	Realized	Position
Campus Recreation Center	1,651,850	865,960	52.42%	1,651,850	633,475	38.35%	232,485
Housing	20,301,961	10,299,635	50.73%	20,301,961	11,924,900	58.74%	(1,625,265)
Parking Operations	1,400,000	1,443,729	103.12%	1,400,000	773,076	55.22%	670,653
University Club at Arlington	1,621,434	1,043,429	64.35%	1,621,434	869,020	53.60%	174,409
Total	24,975,245	13,652,753	54.67%	24,975,245	14,200,471	56.86%	(547,718)



# **Actual Performance Comparison – Primary Auxiliaries**

* Preliminary / Draft - Unaudited	Change in Net Position								
Auxiliary Unit	FY 2023-24	FY 2022-23	Variance						
Campus Recreation Center	(47,258)	232,485	(279,743)						
Housing	1,652,182	(1,625,265)	3,277,447						
Parking Operations	696,145	670,653	25,492						
University Club at Arlington	62,648	174,409	(111,761)						
Total	2,363,717	(547,718)	2,911,435						



# January 31, 2024 Preliminary Snapshot

			FY 2023-24				
FUND	Revised Revenue Budget	Actual Revenue	Percent Realized	Revised Expense Budget	Actual Expense	Percent Realized	Change in Net Position
Education & General	\$267,141,432	\$221,770,603	83.02%	\$267,123,245	\$173,576,992	64.98%	\$48,193,611
Auxiliary	\$29,045,836	\$25,848,546	78.91%	\$29,045,836	\$14,916,054	53.64%	\$10,932,492
Total	\$296,187,268	\$247,619,149	82.52%	\$296,169,081	\$188,493,046	63.60%	\$59,126,103
			FY 2022-23				
	<b>Revised Revenue</b>		Percent	<b>Revised Expense</b>		Percent	Change in
FUND	Budget	Actual Revenue	Realized	Budget	Actual Expense	Realized	Net Position
Education & General	\$260,975,043	\$219,340,962	84.05%	\$260,983,483	\$167,939,710	64.35%	\$51,401,252
Auxiliary	\$24,975,245	\$23,811,173	88.73%	\$24,975,245	\$16,656,968	66.15%	\$7,154,205
Total	\$285,950,288	\$243,152,135	84.53%	\$285,958,728	\$184,596,678	64.54%	\$58,555,457



# **Questions?**



# www.eku.edu



# Faculty Senate Report of the Faculty Senate Chair to the Board of Regents February 21, 2024

I noted in my last report that Provost Zeigler and the Office of Human Resources helped me acquire a data set that contains information on faculty turnover. We also obtained some data from Institutional Research. One of the faculty members who was working on analyzing the data left the institution, and we have spent some time reconciling some inconsistencies across the data sets that were primarily due to differences in the way groups define faculty. Dr. Kerem Ozan Kalkan from the College of Letters, Arts, and Social Sciences has produced some initial analyses of the faculty turnover data, and I have generated some summaries of length-of-service data. Provost Zeigler and I would like to take the time to discuss the results with various stakeholders on campus in order to provide the Board of Regents with some context and thoughtful recommendations at the next meeting.

The Faculty Senate met via Zoom on November 6<sup>th</sup>, December 4<sup>th</sup>, and February 5<sup>th</sup>. Guests have included SGA President Camden Ritchie; Lauren Keeler and Dr. Lynnette Noblitt, who provided an update on the Faculty Grievances Regulation; and Dr. Bryan Makinen, who discussed reporting building issues.

Regent Marion, Vice Chair Blair, and I continue to have regular "Problem Solvers" meetings with the Provost. We last met on February 12<sup>th</sup>.

Vice Chair Blair and I are still serving on the 8KBY28 working group, which is drafting some initial plans for increasing the number of online students enrolled at EKU to 8000 by 2028. The group's next meeting is on February 22<sup>nd</sup>.

Vice Chair Blair and I continue to read all of the comments received via the anonymous virtual suggestion box on the Faculty Senate website. We forward suggestions to relevant individuals or committees as appropriate, and we share the comments with Provost Zeigler and Regent Marion. Here are some topics of recent comments:

- Building maintenance
- Parking
- Drop/add and first-day-drops
- Class cancellation standards

- Compensation
- Benefits
- Commencement
- Faculty staffing issues
- General Education requirements
- AI detection software
- Prorating overloads
- Out-of-date web pages
- Admission standards
- Paperless contracting system
- Athletics bonuses
- Faculty receptions
- EKU Online course development and redevelopment
- Timing of progress reports and midterm grades
- Support for faculty concerns
- Rec center memberships for students whose schedules are partially online (on behalf of students)

Our Faculty Senate committees are starting to wrap up their work on their charges and will present their reports toward the end of the spring semester. In particular, the Executive Committee and the Rules Committee are working on the faculty portion of the employee handbook.

Thank you so much for your time.

Sincerely, Lisa W. Kay Chair, Faculty Senate



#### Staff Council Report for the Board of Regents 2.21.24

Thank you for allowing me to provide you with this written report on behalf of Staff Council.

I am happy to report that because of the elections held in November, we have filled our vacant seats on Staff Council. We are excited to welcome back Stephanie King and Tessie Bowman to Staff Council. Additionally, our new members are Ashton Chaffins, Heather Brent, Mikayla Estepp, Micah Hunsucker, and Polly Rose. We are excited to have everyone on board and look forward to the contributions our new members will provide. Staff Council will be hosting an orientation and retreat in place of our regularly scheduled February meeting so that our new members can review our current by-laws, work on committee assignments, and learn more about the history and mission of Staff Council.

In January, Staff Council partnered with Human Resources to host our first ever Staff Professional Development Conference, FOCUS on Eastern Excellence. We had 218 employees register for the event which shows the excitement and desire for the one-day conference. Sessions were provided based on the feedback we received through the annual Staff Council survey and included topics such as technology and workflow efficiency, cultivating powerful meetings with impact, and navigating employee challenges, to name a few. The keynote address featured EKU's very own Coach AW Hamilton who provided a very motivational session on dreaming big. There was meaningful dialogue throughout the day and a wonderful opportunity to network with fellow colleagues. Based on the feedback we collected after the event, we hope to be able to offer this opportunity on an annual basis.

On Wednesday, February 14<sup>th</sup>, Staff Council is partnering with athletics to host an EKU staff appreciation basketball game. In the true spirit of Valentine's Day, we are featuring Colonel Couples on the screen throughout the game so that we can highlight some of our wonderful employees who are together. We are also hosting an employee versus employee-scrimmage during halftime. Last year the scrimmage was a hit, so we are hopeful it will be a success again this year.

Thank you, Chairman Eaves, President McFaddin, and members of the board for your time.

Respectfully submitted, 2.8.24 Dr. Caelin Scott

# February 2024 Board Report: Student Regent Ritchie

As we approach the end of the year many organizations start to slow down, but not the Student Government Association. For the last few months of the school year, all four branches of Student Government have a lot planned.

Our Campus Activity Board has many exciting events planned for our students such as safe sex bingo and our annual midnight breakfast; both of these events are really fun for students.

Our Student Senate is working diligently on legislation. There have been many pieces of legislation passed by the Senate that are going through the legislative process. At the time of writing, however, the only piece of legislation that has completed this process is a bill to notify students when flex is not working. The Student Senate is also planning our annual safety week which will be April 8th-12th and invites many civic leaders from the city of Richmond to speak to students about safety. The safety fair also includes our safety walk which will be April 10<sup>th</sup>. Finally, our Student Senate just created a new committee on bylaws to review and make recommendations regarding the Student Government bylaws.

Elections for the Student Government Association are currently underway, and our Student Court is working very hard to make sure that our election is safe and fair.

Finally, our executive branch has a lot planned for this last semester as well. Our engaging issues cabinet is planning two significant weeks that will spotlight mental health and diversity. Both events are partnering with different departments and organizations on campus. Mental health week is April 22<sup>nd</sup>-26<sup>th</sup> and diversity week is March 25<sup>th</sup>-29<sup>th</sup>.

The Student Government Association is finishing this year strong, and we are really excited to bring more opportunities to the campus community.

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

November 15, 2023 9:30 a.m.

# Powell 219 Eastern Kentucky University

#### I. Call to Order

A regularly scheduled meeting of the Eastern Kentucky University Board of Regents convened on November 15, 2023, at 9:35 a.m. in Powell 219, Eastern Kentucky University, Richmond, Kentucky. Chair Eaves called the meeting to order. The roll was called and a quorum was established.

# Present

Mr. Mike Eaves Ms. Laura Babbage Mr. Jeremiah Duerson Mr. Michael Garland Mr. Alan Long Dr. Jason Marion Mr. Edwin Orange Mr. Camden Ritchie Ms. Lynn Taylor Tye Mr. Vasu Vasudevan Mr. Ashley Ward

# **II. Information Items**

# A. Audit Presentation for Fiscal Year Ending June 30, 2023

Pete Ugo of Crowe, LLP gave a presentation regarding the audit for the fiscal year ending June 30, 2023. The presentation is incorporated herein and will be included with the official copy of the minutes.

# B. <u>University Reports</u>

#### 1. Mr. Barry Poynter, Financial Update

Mr. Barry Poynter, Senior Vice President for Finance and Administration, presented a financial update as of September 30, 2023. The presentation is incorporated herein and will be included with the official copy of the minutes.

#### 2. Dr. Sara Zeigler, Academic Affairs Update

Dr. Sara Zeigler, Provost, and Senior Vice President for Academic Affairs offered an update that included highlights focusing on First Year Courses, the Noel Studio, and the STEM center. The presentation is incorporated herein and will be included with the official copy of the minutes.

#### 3. Dr. Tanlee Wasson, Student Success and Enrollment Update

Dr. Tanlee Wasson, Senior Vice President for Student Success, Engagement, and Opportunity, offered a presentation that included Fall 2023 Highlights, freshmen retention numbers, and Fall 2024 recruitment, along with news of an updated FAFSA form expected by the end of the year. The presentation is incorporated herein and will be included with the official copy of the minutes.

### 4. Mary Beth Neiser, Development Update

Ms. Mary Beth Neiser, Vice President of University Development and Alumni Engagement addressed the board for the first time since joining the university in July 2023, relaying her professional and academic background. She offered a brief update reporting that the fiscal year ended with a \$200,000 increase from the previous year.

# 5. Ms. Amy Scarborough, Legislative Preview

Amy Scarborough, Chief Government, Community, and Corporate Relations Officer began her update by sharing the success of the 2023 Legislative EKU Interns program and the 2023 Legislator Day held at EKU in October, and then discussed the priorities for the Phase II Capital projects, as well as additional priorities. The presentation is incorporated herein and will be included with the official copy of the minutes.

# 6. Committee Reports, Mike Eaves J.D., Chair

Chair Eaves shared that the *Ad Hoc* Committee on Governance and Evaluation met that morning before the board meeting, and Regent Marion, chair of that committee, indicated that he would share his report later in the meeting.

#### C. Additional Reports to the Board

### 1. Written Reports

#### i. Dr. Lisa Kay, Faculty Senate Chair

Dr. Kay submitted a written report to the board, which was included in the agenda.

[The Chair adjourned for a recess at 10:46 a.m. The meeting reconvened at 11:05 a.m.]

# ii. Dr. Caelin Scott, Chair of Staff Council

Dr. Scott submitted a written report to the board, which was included in the agenda.

# iii. Mr. Camden Ritchie, Student Government Association President

Mr. Ritchie submitted a written report to the board, which was included in the agenda.

### iv. Dana Fohl, J.D., Policies and Regulations Report

Ms. Fohl submitted a written report to the board, which was included in the agenda.

President McFaddin gave an update on the Survey Regulation included in that report indicating that work has been suspended, and the group will pivot to begin working on developing a comprehensive institutional survey instrument that will be used on an annual basis to evaluate if the institution is moving forward.

# 2. Dr. David T. McFaddin, President

President David McFaddin delivered the following report:

As hard as it is to believe, the close of the 2023 Fall Semester is upon us. This academic year, I challenged our team to FOCUS: F: Finish What We've Started; O: Outcomes over Ownership; C: Communication; U: Understand our Why; and S: Shared Success. Many of the results of that FOCUS can be seen through many of the informational reports you have heard today. As a team, we are working hard to deliver the very best for our students, faculty, staff, alumni, and community partners.

# 2023 Best for Vets School

Eastern Kentucky University (EKU) ranks first in Kentucky in the 2023 Best for Vets: Colleges. Additionally, EKU came in as the number four best college for military service members and veterans in Appalachia. In the spirit of celebrating our veterans, on November 4, 2024, we dedicated the EKU Veterans Memorial at Carloftis Gardens. Like the previous location in Powell Plaza, the new Veterans Memorial has a granite slate inscribed with the names of those who gave their lives while serving, a flag display, benches dedicated by veterans and their families, the Fallen Soldier Cross sculpture, and other features representing those who serve in the nation's armed forces. Additionally, the new location provides a more accessible, reverent, and appropriate space on campus to honor those who gave all.

#### **Organizational Changes to Construction Management and Aviation**

The Aviation and Construction Management programs have moved from the College of STEM to the College of Justice, Safety, and Military Science. The reorganization produces the following benefits for the programs and for EKU:

- Both Aviation and Construction Management will have a natural fit with the safety and security programs in CJSMS.
- Aviation and Construction Management will be included under the Program of Distinction (POD) banner, helping to further elevate their brands with the Council on Postsecondary Education and others within the State.
- The smaller number of Departments within CJSMS will help us to provide more focus and resources to these programs than in a college with a larger and more diverse portfolio of departments. They will be one of four departments in CJSMS as opposed to one of 8 units in CSTEM. This also benefits the programs in CSTEM by ensuring more college-level attention and support.
- EKU is the only University in Kentucky with both Construction Management and Occupational Safety degrees providing us an advantage in producing high-quality graduates for critical sectors of the Kentucky economy. Housing them together in the same college should provide advantages in fundraising and resource sharing.

#### **EKU Legislative Day**

EKU was pleased to host numerous members of the Kentucky General Assembly earlier this month. The visit included highlighting some of EKU's signature programs including the Aviation Flight Simulator, the Fire, Arson and Investigation program and the Nursing Simulator. Not only were we able to highlight our programs, but we also were proud to showcase our students in a student panel. Having legislative members on our campus enables us an opportunity to prepare our legislators to better understand our mission and needs.

#### Spring 2024 Commencement

EKU announced last month that we will be moving the 2024 Spring Commencement to

the Alltech Arena at the Kentucky Horse Park in Lexington, Kentucky. Factors including Alumni Coliseum beginning under construction, weather, and seating capacity with other venue options on campus all played a part in the decision to relocate commencement. This decision was not made lightly, and we had this graduating class in mind as they were the class that didn't get a high school graduation. For this reason, we want to ensure the very best graduation experience possible.

#### EKU Named A Kentucky Best Employer by Forbes Magazine

For the first time, EKU was named a Kentucky Best Employer by Forbes Magazine. Forbes partnered with market research firm Statista to survey 70,000 workers at companies in all 50 states and the District of Columbia. Participants were asked if they would recommend their employer to others, and to evaluate their employer based on working conditions, diversity, compensation packages, potential for development, company image, and more.

#### **Thanksgiving Dinner**

With Thanksgiving around the corner and recognizing the important role that our faculty and staff play in making EKU such a special place, the President's Office and EKU Dining Services are hosting all EKU employees and their families to enjoy Thanksgiving Dinner at Case Dining Hall from 5-7:30 p.m. on Tuesday, November 21, 2023.

#### **Gift of Giving**

Manchester Campus Endowed Scholarship Fund: On September 12, 2023, EKU joined Senate President Robert Stivers and CPE President Aaron Thompson to launch a \$1.5-million fundraising initiative to establish a scholarship for students attending the EKU Manchester Regional Campus in Manchester, Kentucky. The kickoff event raised money including a \$100,000 gift from East Kentucky Power and its 16 Owner Member Cooperatives.

#### **City of Richmond Christmas Parade Grand Marshals**

The EKU Athletics program and I are proud to represent EKU as the Grand Marshals of this year's City of Richmond Christmas Parade. This is another wonderful opportunity for EKU to collaborate with the City to reflect our town-and-gown relationship.

#### Winter Advantage Schedule

The EKU Winter Advantage Schedule begins the week of December 4, 2023, and will conclude on January 12, 2024. By enabling our employees to have a flexible 4-day work week during the winter session while students are away, we are once again reflecting our commitment to being the Employer of Choice.

#### **EKU Highlights in the News-October 2023**

- Sustainability Expert Dr. Angela Dial
  - <u>https://spectrumlocalnews.com/me/maine/news/2023/10/31/halloween-costume-sustainability</u>
- Manufacturing Engineering Feature
  - <u>https://spectrumlocalnews.com/me/maine/news/2023/10/27/eku-manufacturing-engineering-program</u>
- Perfectly Imperfect Event
  - https://news.yahoo.com/celebrate-being-perfectly-imperfect-womens-035900835.html?guccounter=1&guce\_referrer=aHR0cHM6Ly9hcHAubWVsdH dhdGVyLmNvbS8&guce\_r eferrer\_sig=AQAAAKubsPrP3b7GzOB3z0HodKLSOdznzbfWUEtHg-HILN4q50T6grTHHwYNzWTIWTjyCT5iTTKArXbRBnEY6dOJIQDQUSi1I2 Y5SX9F49NUDwbeVyU9XOjeQhb0g mOUzXrssd8A55ncxcD4yX\_JhE-b8R5I26RB5SyZR17bozODuIC5
  - <u>https://www.richmondregister.com/news/celebrate-being-perfectly-imperfect-at-women-s-wellness-fun-day/article\_04cf0fd6-7392-11ee-9f13-0bb4cf7c89e2.html</u>
- Natural Areas Expert Dr. Stephen Richter
  - <u>https://www.wkyt.com/2023/10/25/what-should-you-do-if-you-find-snake-your-home/</u>
- Ivan Olivas Feature
  - <u>https://fox56news.com/news/local/eku-alum-giving-back-to-his-school-and-his-culture/</u>
- Wall Street Journal Ranking
  - <u>https://d1softballnews.com/eku-recognized-among-the-best-universities-in-the-united-states-by-the-</u> wall-street-journal-news/
  - https://article.wn.com/view/2023/10/24/EKU\_Recognized\_Among\_America\_s\_ Best\_Colleges\_by\_the\_Wall\_Str/
  - https://www.richmondregister.com/news/eku-recognized-among-america-sbest-colleges-by-the-wall-street-journal/article\_42d5f434-72a7-11ee-95f2-133b9fae68b1.html
- EKU Facilities Team Feature
  - <u>https://www.richmondregister.com/community/facilities-team-maintains-eku-s-reputation-as-the-campus-beautiful/article\_8b9a4d9b-a490-5bbd-94ee-d9c654c75023.html</u>
- Nursing students help administer flu vaccine
  - <u>https://www.winchestersun.com/2023/10/24/health-department-holds-vaccine-clinic-ahead-of-flu-season/</u>
  - o https://ground.news/article/health-department-holds-vaccine-clinic-ahead-of-

flu-season-winchester- sun

- EKU Commencement Announcement
  - <u>https://www.richmondregister.com/community/eku-spring-2024-</u> <u>commencement-to-be-held-at-</u> <u>alltech-arena/article\_9bc3fdb2-6f59-11ee-</u> <u>a912-7f34dd65bee9.html</u>
  - https://article.wn.com/view/2023/10/21/EKU\_Spring\_2024\_Commencement\_to\_ be held at Alltech\_A rena/
- Aviation Expert Sean Howard:
  - <u>https://www.wkyt.com/2023/10/19/aviation-professor-majority-flight-instructors-have-less-than-one-year-experience/</u>
  - <u>https://www.wflx.com/video/2023/10/19/watch-aviation-professor-majority-flight-instructors-have-less-than-one-year-experience/</u>
  - <u>https://www.wymt.com/2023/10/19/aviation-professor-majority-flight-instructors-have-less-than-one-year-experience/?outputType=apps</u>
- Homecoming King/Queen 2023
  - https://www.richmondregister.com/community/eku-crowns-2023homecoming-king-and- queen/article\_8507854a-6dd2-11ee-b769bb4f0d048c48.html
- 2024 Best Colleges Ranking
  - <u>https://www.inkl.com/news/eku-listed-among-the-2024-best-colleges-</u> <u>university-president-says-its-</u> <u>important-to-recruit-locally</u>
- History of Cooking Expert Dr. Cynthia Resor (retired):
  - o https://www.wnky.com/cooking-in-kentucky-before-the-civil-war/
- New EKU Regent Michael Garland:
  - https://www.richmondregister.com/community/executive-leader-michaelgarland-appointed-to-eku-board-of-regents/article\_514bed84-6c3a-11ee-9751-77d8f222db52.html
  - <u>https://targetednews.com/</u> (requires subscription)
- Kim Hatley Homecoming feature:
  - <u>https://www.richmondregister.com/community/proud-alumna-and-mom-becomes-eku-s-biggest-fan/article\_e3f295f8-6c2f-11ee-ac8a-</u>1fd00a2a4d20.html
- EKU Human Resource Mgt Course Featured
  - <u>https://www.weku.org/lexington-richmond/2023-10-16/eku-students-will-</u> <u>study-louisville-ford-strike- as-it-happens</u>
- Astronomy Expert Dr. Pitts
  - <u>https://www.weku.org/the-commonwealth/2023-10-12/annular-eclipse-visible-in-kentucky-saturday-if-clouds-cooperate</u>
- Psychology Expert Joshua Turner

- <u>https://www.weku.org/the-commonwealth/2023-10-09/eku-psychologist-</u> says-sports-wagering- incentives-can-be-triggering-for-problem-gamblers
- El Centro Feature
  - <u>https://www.richmondregister.com/community/eku-dedicates-new-space-to-the-campus-growing-bilingual-student-population/article\_c57a21f4-69cd-11ee-8ea2-77506b11eb1c.html</u>
- Political Science Expert Dr. Cizmar
  - <u>https://www.inkl.com/news/mccarthy-firing-and-political-polarization-topics-for-eku-government-students</u>
  - <u>https://www.weku.org/lexington-richmond/2023-10-04/mccarthy-firing-and-political-polarization-topics-for-eku-government-students</u>
- Ivan Olivas Feature
  - <u>https://targetednews.com/</u> (requires subscription)
- CSTEM Week Barbara Ramey
  - <u>https://www.richmondregister.com/community/eku-college-of-stem-announces-first-female-iconic-professor/article\_ca04f082-58ca-11ee-a75b-03e152024122.html</u>
- Most affordable cities in KY
  - <u>https://www.universitymagazine.ca/most-affordable-cities-for-students-in-kentucky/</u>
- Meadowbrook Farm Feature
  - o <u>https://edairynews.com/en/you-need-a-farmer-ekus-meadowbrook-farms/</u>
- Manchester Fund
  - <u>https://www.northwestgeorgianews.com/tribune/regional/eku-launches-1-5-million-scholarship-initiative-to-support-eku-manchester-campus/article\_5bb00852-52d1-559a-b9b1-0a595def7da0.html</u>
  - o https://news.yahoo.com/eku-scholarship-fund-goal-set-035900195.html
- Flight Expert
  - <u>https://www.inkl.com/news/after-fatal-western-kentucky-plane-crash-eku-</u> chief-flight-instructor-<u>discusses-safety-issues</u>
  - <u>https://www.weku.org/lexington-richmond/2023-10-01/after-fatal-western-kentucky-plane-crash-eku-chief-flight-instructor-discusses-safety-issues</u>
- U.S. News & World Report Ranking
  - <u>https://www.richmondregister.com/community/eku-ranks-among-2024-best-colleges-by-u-s-news-and-world-report/article\_507cf796-5eec-11ee-bc6c-9b6246ee22f0.html</u>
- Manchester Scholarship
  - <u>https://news.yahoo.com/eku-scholarship-fund-goal-set-</u>
     <u>035900195.html?guccounter=1&guce\_referrer=aHR0cHM6Ly90cmFuc210aW9</u>

<u>uLm1lbHR3YXRlci5jb20v&</u> <u>guce\_referrer\_sig=AQAAAIuXEdZtQnT3LAg0F\_oaFWUCu8seVcVjmTsso2E</u> <u>wOFKO8RScr6wV40QS25BeHk</u> <u>uUlgxTCNnFRZLm4p38s3OAg0qy7wIgU6n56u9x9ajoLv0xm8D-</u> <u>dDbkHo6laPvzygX0W2gcXMAs84hSCFqD24D\_EELEDn4ST-</u> <u>brZlW88Ybv2Huo</u>

#### **Calendar of Events**

November 21-Thanksgiving Dinner November 22-24-Thanksgiving Break December 1-City of Richmond Christmas Parade December 2-Graduation/Commencement

With Thanksgiving a week away, I want to express my profound gratitude for everyone on this campus who works hard every day to create transformational experiences for our students. I also want to thank each one of our board members for your volunteer service to help lead our EKU into the next chapter of excellence. It is the people that make us the School of Opportunity and I am incredibly proud to have the opportunity to lead my alma mater.

#### 3. Mr. Mike Eaves, Chair of the Board Report

Chair Eaves shared that the agenda included a meeting schedule for 2024 for approval, however he indicated that there were some conflicts with a few of those proposed dates. As a result, the board agreed to meet on February 21, 2024, and by that meeting he will propose additional dates to the board for a final vote.

The Chair indicated that along with University Counsel, Dana Fohl, they have been working on revising the board bylaws in an effort to make them reflect what board really does as some of those practices are outdated. He expressed that he hoped those would be ready for review by the February 21, 2024 meeting.

He expressed his thanks to Dr. Caelin Scott, Chair of Staff Council for her invitation to attend the staff council meeting that took place the day before, which gave him the opportunity to learn about those things that are important to the university staff.

He indicated that he will be meeting in December with all of the Department Chairs across campus and shared that he will report back on that at the February board meeting.

He reported that he and Dr. Sara Zeigler, Provost, have discussed evaluating how students are doing academically at the end of each semester and bringing that information to the board, rather than just looking at retention, enrollment, and graduation rates. He's also asked her to include in her report how the university is utilizing our limited resources and making sure that students are aware and provided that information.

# **III.** Action Items

#### A. Approval of Audit Report for FY Ending June 30, 2023

A motion was made by Regent Long to approve the audit report for FY ending June 30, 2023. The motion was seconded by Regent Tye. The motion passed unanimously by voice vote.

#### **B.** Approval of Consent Agenda

Chair Eaves indicated a member of the board had requested to pull item iv. Recommended Sabbatical Program Participants for 2024-25 from the Consent Agenda to be discussed and voted upon separately. He explained that the bylaws provide that any board member can request that an item be removed from the Consent Agenda and discussed separately. In addition, due to the conflict of proposed dates for 2024, that item will be deferred to the February 21, 2024 meeting.

The Chair then presented to the full board the remaining items, i.,iii.,v., and vi., on the Consent Agenda for approval. A motion was made by Regent Orange to approve those items on the consent agenda. The motion was seconded by Regent Ward. The motion passed unanimously by voice vote.

- i. Approval of the Minutes for the Full Board Meeting on August 16, 2023, and the Special Called Meeting on October 16, 2023
- ii. Approval of Regularly Scheduled Board Meeting Dates for 2024
- iii. Approval of the Personnel Actions
- iv. Recommended Sabbatical Program Participants for 2024-25
- v. Approval of Policy Updates for Model Lab School
- vi. Recommendation for Staff Emeritus

Chair Eaves then brought before the board, the Recommended Sabbatical Program Participants for 2024-25, as discussed. A motion was made by Regent Long to approve the slate for sabbaticals as presented with the caveat that the board directs the president and administration to review policy, compare to benchmark institutions and make necessary changes to ensure strategic institutional priorities and to reduce the financial impact to any one college in a given

year. The motion was seconded by Regent Babbage. The motion passed unanimously by voice vote.

# C. Report from the Council on Academic Affairs

Provost Zeigler presented a report from the Council on Academic Affairs to the board which included curriculum proposals of a new program and the closure of others, however Provost Zeigler indicated that after a discussion with Dr. Ginny Whitehouse, Director of the School of Communication, and Dr. Mercy Cannon, Dean of the College of Letters, Arts, and Social Sciences, the proposal of a new program is withdrawn for this meeting as they wish to make some refinements and will bring it back before the board in February. A copy of the report is incorporated herein and will be included with the official copy of the minutes.

A motion was made by Regent Marion that the President and administration draft and/or revise the academic policy and/or regulations pertaining to academic program creation, closure, suspension, or elimination to include additional stakeholder notification and review including (or considering):

- 1. Involvement of the Provost and President early in the process; and
- 2. Board notification at the outset;
- 3. Final approval of the Provost, President, and Board; and,
- 4. That any recommendations include supporting materials to follow the recommendation through the process for full vetting and review; and

Upon finalizing the new or revised draft of the policy and/or regulation(s), present this policy and/or regulation(s) to the Board for consideration with demonstrated engagement with the Council on Academic Affairs and/or Faculty Senate.

The motion was seconded by Regent Ritchie. The motion passed unanimously by voice vote.

A second motion was made by Regent Marion to refer the matter of the closure of the History Master of Arts program back to the Council on Academic Affairs with a request that they act by voting on whether or not to close the program.

The motion was seconded by Regent Ritchie. The motion failed by voice vote.

Regent Marion made a motion that given the board's action, he moves for approval of the program closures. The motion was seconded by Regent Babbage. The motion passed unanimously by voice vote.

#### D. Approval of Award of Honorary Degree for Dr. Aaron Thompson

President McFaddin addressed the board seeking approval of an honorary degree to be presented during the commencement ceremonies to be held in December to Dr. Aaron Thompson, President of the Council on Post-secondary Education, EKU Alum, and a native of Eastern Kentucky, who continues to fight for the power of education every day.

A motion was made by Regent Babbage to approve the honorary degree for Dr. Aaron Thompson. The motion was seconded by Regent Duerson. The motion passed unanimously by voice vote.

#### E. Approval of Resolution Recognizing Juan Castro

A motion was made by Regent Babbage to approve the resolution recognizing Juan Castro. The motion was seconded by Regent Ward. The motion passed unanimously by voice vote.

#### F. Discussion and/or Action Related to President's Performance Evaluation

Regent Marion, Chair of the *Ad Hoc* Committee on Governance and Evaluation brought before the board an update and report which was approved by the committee that had met that morning prior to the board meeting. He stated that the committee had vetted the report to make sure it was an accurate reflection of the aggregate. A copy of the report is incorporated herein and will be included with the official copy of the minutes.

[The Chair adjourned for lunch at 12:15 p.m. The meeting reconvened at 1:08 p.m.]

# IV. New Business

Chair Eaves indicated there was no new business to discuss.

# V. Executive Session

Chair Eaves indicated that the Board required a closed session pursuant to KRS 61.810(1)(k) to discuss a business proposal where open discussion may jeopardize the business pursuant to KRS 61.810(1)(g). The Chair entertained a Motion pursuant to KRS 61.815 to adjourn to executive session. A motion was made by Regent Long. The motion was seconded by Regent Babbage. The motion passed unanimously by voice vote.

[The Chair adjourned for Executive Session at 1:09 p.m. The meeting reconvened at 1:41 p.m.]

Chair Eaves called for a motion to return to open session. A motion was made by Regent Babbage. The motion was seconded by Regent Ward. The motion passed unanimously by voice vote.

There being no further business, Chair Eaves called for a motion to adjourn the meeting. A motion was made by Regent Babbage. The motion was seconded by Regent Tye. The motion passed unanimously by voice vote. The meeting adjourned at 1:42 p.m.

Jeremiah Duerson, Board Secretary

Date

### Eastern Kentucky University Board of Regents *Ad Hoc* Committee on Governance and Evaluation Special Meeting

#### November 15, 2023

#### 9:00 a.m.

# Powell 229 Eastern Kentucky University

# I. Call to Order

A special called meeting of the *Ad Hoc* Committee on Governance and Evaluation, of the Eastern Kentucky University Board of Regents, convened on November 15, 2023, at 9:00 a.m. in Powell 229, Eastern Kentucky University, Richmond, Kentucky. Committee Chair Marion called the meeting to order. The roll was called, and a quorum was established.

#### Present

Dr. Jason Marion, Committee Chair Regent Jeremiah Duerson Regent Camden Ritchie Regent Ashley Ward President McFaddin Board Chair, Mike Eaves

#### **II. Information Items**

#### A. Presentation on Presidential Evaluation and Assessment

Committee Chair Marion opened the meeting by mentioning that the group received the presentation prior to the meeting. A copy of which is incorporated herein and will be included with the official copy of the minutes.

Regent Ward commented that he felt it did a good job representing and reflecting fair and accurately and agreed that it could be presented to the board at large. Regent Duerson agreed.

Regent Duerson inquired if it was worth noting that the committee is trying to move the comprehensive process to the end of the academic year. Chair Marion indicated that was correct, and presumably at the end of the academic year, the President would share an annual report that would also allow the report for the institution. The committee would then be able to use that information to share with relevant stakeholders and would then solicit feedback. Once obtained that feedback would then need to be summarized in some form in an aggregate way that is reflective of all the constituent groups.

Regent Ward commented that an 80% response rate of the people surveyed was an increase from the prior survey and was important to emphasize that the vast majority of the people given the opportunity took advantage, responded, and commented as well.

#### **B.** Review of Board Self-Evaluation Process

### 1. Discussion on Proposed Procedures

Chair Marion indicated that the procedures that were rolled out last year are in place and before the next board meeting, they can survey or access our board members.

Chair Marion inquired of the committee if they felt they should continue to do a board selfassessment, explaining that it is important to the Associate Provost, that the board shows whether or not they are governing effectively whereas everyone employed by the university is accessed, and the board is encouraged to do their own.

Regent Ward indicated that he does not see a reason not to perform the assessment each year, and the committee agreed.

#### 2. Identification and/or Selection of Questions for 2023 Annual Evaluation

Chair Marion indicated that the committee used the recommended AGB self-assessment questionnaire last year as a means for developing the evaluation with additional questions provided by Associate Provost Wies to help show alignment with the university's strategic plan. The committee agreed that they should adopt the same survey used for the previous evaluation so the results can be compared year over year for an accurate assessment of the board's progression.

University Counsel, Dana Fohl, who is working with the Board Chair at his request to revise the board bylaws requested clarification on how often the board shall perform a self-assessment. The current bylaws state that a board self-assessment shall take place on a bi-annual basis. To the point made earlier that the committee agreed the results would be reviewed annually, should the bylaws reflect that the board self-assessment shall take place on an annual basis with the board implementing as they see fit.

Chair Marion indicated that the statutes require the President, as well as the Provost, be evaluated every year, in addition, all faculty and staff are assessed in some way annually. He suggested that an annual board self-assessment would reflect leadership by example.

The committee agreed that the current language of the bylaws pertaining to a bi-annual board self-assessment shall remain with the understanding that it may be performed annually.

# 3. Implementation Steps to Executing 2023 Annual Evaluation/Assessment

Chair Marion addressed the committee regarding the implementation of the survey with a longer window allowing for reminders with the committee to present the results to the board by the February board meeting.

### **III.** Action Items

# A. Discussion and/or Action on Approval of Presidential Evaluation and Assessment for July 1, 2022 – June 30, 2023

Chair Marion called for a motion to approve the Presidential Evaluation and Assessment for July 1, 2022-June 30, 2023. A motion was made by Regent Duerson. The motion was seconded by Regent Ward. The motion passed unanimously by voice vote.

#### B. Discussion and/or Action on Board Self-Evaluation Procedures and Questions

Chair Marion called for a motion to approve the questionnaire, and that the current language of the bylaws pertaining to a bi-annual board self-assessment shall remain with the understanding that it may be performed annually.

A motion was made by Regent Ward. The motion was seconded by Regent Duerson. The motion passed unanimously by voice vote.

### IV. Adjournment

There being no further business, Chair Marion adjourned the meeting at 9:19 a.m.

Jeremiah Duerson, Board Secretary

Date

# EASTERN KENTUCKY UNIVERSITY BOARD OF REGENTS

# **REGULAR MEETING SCHEDULE FOR 2024**

Wednesday, May 15

Thursday, September 12

Thursday, November 14



#### Eastern Kentucky University Personnel Statistics (Full-Time) January 31, 2024 & 2023

		Institutional		Spor	ant		
	Total Emp	oloyees	Employee	Total Emp	Employee		
Job Category	2024	2023	+/-	2024	2023	+/-	
Full-Time Faculty	553	563	(10)	2	2	-	
Administrators/Deans	55	50	5	1	1	-	
Full-Time Exempt	599	580	19	112	119	(7)	
Full-Time Non-Exempt	312	317	(5)	18	19	(1)	
Total:	1,519	1,510	9	133	141	(8)	
Job Category	Total Sa 2024	alary 2023	Budget +/-	Total Sa 2024	alary 2023	Budget +/-	

							/	
Full-Time Faculty		\$ 38,800,939	\$ 38,710,186	\$ 90,753	\$ 92,749	\$ 90,930	\$	1,819
Administrators/Deans		\$ 7,570,624	\$ 6,765,745	\$ 804,879	\$ 107,850	\$ 105,735	\$	2,115
Full-Time Exempt		\$ 34,446,506	\$ 32,855,721	\$ 1,590,785	\$ 6,057,425	\$ 6,148,478	\$	(91,053)
Full-Time Non-Exempt		\$ 12,512,630	\$ 11,976,294	\$ 536,336	\$ 696,969	\$ 709,547	\$	(12,578)
	Total:	\$ 93,330,699	\$ 90,307,946	\$ 3,022,753	\$ 6,954,993	\$ 7,054,690	\$	(99,697)

#### Eastern Kentucky University Personnel Statistics (Part-Time) January 31, 2024 & 2023

		Institutional		Spon	ant		
	Total Emp	ployees	Employee	Total Emp	Employee		
Job Category	2024	2023	+/-	2024	2023	+/-	
Part-Time Faculty	199	182	17	-	-	-	
Graduate Assistants	162	177	(15)	4	3	1	
Part-Time Exempt	117	82	35	4	5	(1)	
Part-Time Non-Exempt	194		17	19	25	(6)	
Total:	672	618	54	27	33	(6)	
Job Category	Total S	alary 2023	Budget +/-	Total Sa 2024	ılary 2023	Budget +/-	

JOD Category		2024	 2023	 +/-	2024	 2023	 +/-
Part-Time Faculty		\$ 768,166	\$ 664,532	\$ 103,634	\$ -	\$ -	\$ -
Graduate Assistants		\$ 820,400	\$ 887,600	\$ (67,200)	\$ 22,400	\$ 16,800	\$ 5,600
Part-Time Exempt		\$ 787,551	\$ 495,887	\$ 291,664	\$ 45,690	\$ 17,700	\$ 27,990
Part-Time Non-Exempt		\$ 1,050,652	\$ 851,364	\$ 199,288	\$ 126,909	\$ 140,004	\$ (13,095)
	Total:	\$ 3,426,769	\$ 2,899,383	\$ 527,386	\$ 194,999	\$ 174,504	\$ 20,495

### New Hires November 1, 2023 - January 31, 2024

Last Name	First Name		Position Title	<u>Department</u>	<u>Category</u>	<u>Salary</u>
Cristello	Justin		Exec Dir Stud Financial Svcs	Enrollment Management	Admin/Deans	\$120,000
Feltrop	Daniel	, , -	Teacher	Model Laboratory School	FT Faculty	\$22,111
Ferrell	Alyssa	1/12/2024		Model Laboratory School	FT Faculty	\$19,855
Henson	Anna	11/1/2023		Model Laboratory School	FT Faculty	\$18,358
Hunter	Linda		Assoc Professor	School of Nursing	FT Faculty	\$70,000
May	Gretchen	11/1/2023		Model Laboratory School	FT Faculty	\$70,898
Pilcher	April		Asst Professor	Mathematics & Statistics	FT Faculty	\$23,250
Sgro	Sergio	1/16/2024	Visiting Asst Professor	Applied Engineering and Tech	FT Faculty	\$36,500
Stinnett	Kimberly		Visiting Asst Professor	Dept Amer SL & Interpreter Ed	FT Faculty	\$21,000
White	Jillian	1/1/2024	Associate Professor	School of Nursing	FT Faculty	\$71,000
Beardsley	Gabrielle	1/16/2024	Coord, Graduate Ed	Graduate Studies	FT Professionals	\$35,568
Bourn	Jasmyn	1/2/2024	Regional Learning Splst	UTC FY24 Medical Assistance	FT Professionals	\$35,568
Branham	Matthew	1/4/2024	Asst Dir Ath Opr	Athletic Facilities/Game Ops	FT Professionals	\$36,296
Butcher	Kelsi	11/15/2023	Enrollment Counselor	Admissions	FT Professionals	\$50,000
Campbell	Aaron	12/1/2023	Network Engineer	Info Tech-Administration	FT Professionals	\$46,000
DeGrant	Curtis	1/16/2024	Coord Stu Life, Involve	(SL) Student Life General	FT Professionals	\$37,063
Duncan	Ira	1/3/2024	Proj & Infrastructure Mgr	Emergency Mgmt & Security	FT Professionals	\$53,000
Forde	Isabelle	12/4/2023	Asst Dir for Sports Med	Sports Medicine	FT Professionals	\$45,000
Fulks	Jill	11/15/2023	Enrollment Counselor	Admissions	FT Professionals	\$50,000
Gibbs	Delia	1/15/2024	Digital Marketing Coord	2020 COM Emergency Fund	FT Professionals	\$40,000
Giles	Jace	1/11/2024	Football Video Coord	Football	FT Professionals	\$36,280
Giles	Sydney	1/2/2024	Residence Hall Coord	Sullivan Hall	FT Professionals	\$35,568
Greer	Brittany		Asst Chief Flight Instruct	Class Fees - Aviation	FT Professionals	\$61,668
Irakoze	Kennedy		Aviation Stud Train Mgr	Class Fees - Aviation	FT Professionals	\$35,568
Krebs	Amelia		Accountant	Accounting & Financial Svcs	FT Professionals	\$47,000
Latta	Louis		Programmer Analyst	Info Tech-Administration	FT Professionals	\$43,808
Lawson	Amanda		Outreach Specialist	OSHA Train Institute Ed. Ctr.	FT Professionals	\$43,000
Maurin	Hans		Assistant Tennis Coach	Tennis-Men	FT Professionals	\$37,000
McHone	Richard		Asst Director	Upward Bound FY24	FT Professionals	\$51,695
Morris	Jessamyn	1/22/2024		Big E Central	FT Professionals	\$40,000
Ray	Isaac		Dir, Ath Comm	Comms & Brand Mngmt	FT Professionals	\$ <del>4</del> 0,000 \$59,000
Reamy	Alex		Asst AD, Sports Med	Sports Medicine	FT Professionals	\$83,000 \$83,000
-	Amber		Learng & Develop Fac	UTC Title IV-E Training	FT Professionals	\$83,000 \$41,740
Vaughn				U		
Alfaro	Stacey		Paraeducator	Model Laboratory School	FT Hourly Staff	\$26,754
Brocious	Kacy	1/4/2024	Administrative Coord	Applied Engineering and Tech	FT Hourly Staff	\$40,404
Buck	Jonathan	1/2/2024	Repair Technician II	Housing Maintenance	FT Hourly Staff	\$37,440
Cannon	MeKaiya		Paraeducator	Model Laboratory School	FT Hourly Staff	\$26,754
Cappel	Mark	1/2/2024	Aircraft Maint Asst	Class Fees - Aviation	FT Hourly Staff	\$41,828
Cole	Samantha	1/2/2024	Student Tech Specialist	Info Technology-Academic	FT Hourly Staff	\$42,783
Drury	Haley	1/9/2024	Paraeducator	Model Laboratory School	FT Hourly Staff	\$26,754
Greenhill	Brittany		Data Integrity Splst	UTC FY24 Div Child Care/TRIS	FT Hourly Staff	\$32,741
Harlow	William		Reg & Schedule Splst II	Registrar	FT Hourly Staff	\$31,434
Harris	Tyler	11/13/2023		Maintenance, Lock Shop	FT Hourly Staff	\$29,931
Krouse	Jennifer		Administrative Coord	Music	FT Hourly Staff	\$34,008
Lee	Brandon		Power Plant Equip Op	Campus Util Sys & Bldg Climate	FT Hourly Staff	\$39,520
Lopez	Angel		Acad History Specialist II	Registrar	FT Hourly Staff	\$31,434
Mathena	Monique		Paraeducator II	Burrier Child Development Ctr	FT Hourly Staff	\$30,440
McDaniels	Celeste	1/16/2024	Office Associate	Occupational Therapy	FT Hourly Staff	\$29 <i>,</i> 855
Plowman	Kenneth	11/13/2023	Interior Finisher I	Maintenance, Paint Shop	FT Hourly Staff	\$27,165
Rainwater	Sarah	1/12/2024	Director, Softball Ops	Softball	FT Hourly Staff	\$30,011
Wilkinson	Rachel	1/10/2024	Specialist, Ed Abroad	Education Abroad	FT Hourly Staff	\$29,250
Williams	Quenton	11/20/2023	Power Plant Equip Op	Campus Util Sys & Bldg Climate	FT Hourly Staff	\$39,520
Anand	Lilia	12/16/2023	Online PT Faculty	OL-AGS/Supporting Courses	PT Faculty	\$4,000

## New Hires November 1, 2023 - January 31, 2024

Last Name	First Name	<u>New Hire</u>	Position Title	<u>Department</u>	<b>Category</b>	<u>Salary</u>
Birkholz	Gary	1/3/2024	PT Faculty	Instruction-JSMS	PT Faculty	\$2,185
Cloud	Heather	1/19/2024	PT Faculty	OL-Public Health Nurs Admin	PT Faculty	\$4,000
Collins	Henrietta	1/16/2024	Online PT Faculty	OL-Elementary Education-BS	PT Faculty	\$3 <i>,</i> 050
Hamilton	Kimberly	1/16/2024	Online PT Faculty	OL-AGS/Supporting Courses	PT Faculty	\$3,050
Lutostanski	Karen	1/16/2024	PT Faculty	OL-Public Health Nurs Admin	PT Faculty	\$4,000
Matthews	Timothy	1/16/2024	Online PT Faculty	OL-CJJS-BS	PT Faculty	\$4,000
Sibert	Ann	1/8/2024	PT Faculty	Regional Programming	PT Faculty	\$2,705
Snodgrass	Marion	1/5/2024	Online PT Faculty	OL-Social Intel & Leadership	PT Faculty	\$6,100
Worley	Ethan	1/16/2024	PT Faculty	Regional Programming	PT Faculty	\$2,705
Arvin	Kara	1/8/2024	Study Abroad Temp	Education Abroad	PT Hourly Staff	\$ -
Baker	Angela	11/1/2023	Ed Clinical Place Coord	Teacher Ed Srv/ProfLabExper	PT Hourly Staff	\$ -
Buehler	Casey	1/22/2024	Group Fitness Instructor	Campus Recreation Center	PT Hourly Staff	\$ -
Johns	Megan	1/2/2024	Flight Instructor Pilot I	Class Fees - Aviation	PT Hourly Staff	\$ -
Lorbach	Jacob	11/20/2023	MBB Video Coord	Basketball-Men	PT Hourly Staff	\$ -
Mills	Kenneth	12/3/2023	Resource Manager Coord	Rec Mgmt/Stearns Dist DBNF	PT Hourly Staff	\$ -
Tatum	William	1/2/2024	Flight Instructor Pilot III	Class Fees - Aviation	PT Hourly Staff	\$ -
Thornton	Seth	1/3/2024	Arlington Server	University Club at Arlington	PT Hourly Staff	\$ -
Bailey	Lindsey	12/13/2023	Substitute	Model Laboratory School	PT Professionals	\$ -
Birchfield	Ariel	1/23/2024	Substitute	Model Laboratory School	PT Professionals	\$ -
Evans	Christopher	11/15/2023	Boys Varsity BB	Model Laboratory School	PT Professionals	\$ -
Orttenburger	Rhonda	11/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Valentine Forston	Amber	1/11/2024	CSD Study Sessions	Clinical Therapeutic Prog	PT Professionals	\$ -
Warren	Caleb	11/1/2023	Musical Choreographer	Model Laboratory School	PT Professionals	\$ -
Warren	Alexis	11/30/2023	Substitute	Model Laboratory School	PT Professionals	\$ -

Last Name	First Name	Separation	Position Title	Department	Category	Salary
Wells	Jennifer	8/15/2023	Director, Financial Aid	Student Financial Asst	Admin/Deans	\$76,500
Anto	Sandra	10/3/2023	Teacher	Model Laboratory School	FT Faculty	\$63,692
Clift	Shawn	7/31/2023	Lect/Coord Tutor Ctr	Mathematics & Statistics	FT Faculty	\$53,403
Johnson	Melanie	8/31/2023	Assoc Prof/Clinical Coord.	School of Nursing	FT Faculty	\$75,722
Knezevich	Kyle	9/7/2023	Associate Professor	Applied Engineering & Tech	FT Faculty	\$72,828
Naylor	David	7/31/2023	Elementary Principal	Model Laboratory School	FT Faculty	\$108,780
Willmes	Jessica	10/20/2023	Teacher	Model Laboratory School	FT Faculty	\$42,895
Bryant	Carsen	10/4/2023	Univ Photographer	Comm & Brand Mgmnt	FT Professional	\$41,820
Carrico	Jeffrey	9/18/2023	Assoc Athletic Dir	Sports Medicine	FT Professional	\$76,500
Cintron	Miranda	9/1/2023	Asst Dir, Sports Med	Sports Medicine	FT Professional	\$40,800
Cole	Mary	8/31/2023	Outreach Specialist	Workforce Education	FT Professional	\$43,860
Dickens	Karen	8/31/2023	Coord, Alternative Cert	Teacher Ed Srv/Admiss&Cert	FT Professional	\$45,296
Friend	Ashley	8/17/2023	Assoc Dir, Admission Ops	Stud Succ, Opr & Innovations	FT Professional	\$55,080
Goodpaster	Gabriel	7/28/2023	Sr Counselor	Big E Central	FT Professional	\$40,800
Henry	Curtis	9/14/2023	Residence Hall Coord	University Housing	FT Professional	\$38,046
Henson	Mary	10/13/2023	Sr Instructional Design	EKU Online	FT Professional	\$68,218
James	Harriet	9/18/2023	Regl Learning Specialist	UTC Medical Assistance	FT Professional	\$42,474
Jeffries	Benjamin	10/13/2023	Learng & Devlpmnt Fac	UTC Food Stamps Training	FT Professional	\$49,000
Konkel	Stephanie	9/1/2023	Asst Online Coordinator	OL-Pub Hlth Nurs Admin & Ed	FT Professional	\$39,896
Lane	Rixon	10/1/2023	Dir, Ath Communications	Comm & Brand Mgmnt	FT Professional	\$60,180
Lindon	Neil	10/23/2023	Senior CRM Analyst	Stud Succ, Opr & Innovations	FT Professional	\$56,500
Maples	James	8/15/2023	Associate Professor	Anthropolgy & Sociology	FT Professional	\$62,720
Martin	Travis	9/11/2023	Asst Dir, First-Yr Courses	First-Year Courses	FT Professional	\$49,980
Morgan	Julian	8/31/2023	Asst Dir, Ath Opr	Ath Facilities/Game Ops	FT Professional	\$40,800
Newman	Donald	8/3/2023	Manager, EH&S	Environment Health Safety	FT Professional	\$52,155
Oliver-pataki	Leah	9/8/2023	Assoc Dir, Sports Med	Sports Medicine	FT Professional	\$58,000
Perrin	John	9/8/2023	OIE Investigator II	Off of Institutional Equity	FT Professional	\$56,702
Richardson	Shelby	10/13/2023	Recruit & Reten Coord	Stud Success, Outreach & Op	FT Professional	\$45,900
Russell	Heather	8/23/2023	Digital Marketing Coord	COM Emergency Fund	FT Professional	\$40,000
Shisley	Steven	10/13/2023	Sr Instructional Design	EKU Online	FT Professional	\$61,220
Sims	Hayley	8/11/2023	Asst Softball Coach	Softball	FT Professional	\$43,350
Strube	Brittany	9/28/2023	Instructional Designer	EKU Online	FT Professional	\$53,933
Struck	Julie	8/31/2023	Director	KY READY Corps FY23	FT Professional	\$54,320
Tipton	Leigh	10/31/2023	Assist Dir of Recruit	Admissions	FT Professional	\$55,350
Wade	Cindy	9/30/2023	Learng & Devlpmnt Fac	UTC Medical Assistance	FT Professional	\$51,380
Watts	Sarah	9/29/2023	Dir, Open Rec/Sr Para	University Counsel	FT Professional	\$50,460
Wilson	FeLisa	10/17/2023	Assoc Dir, Col Enroll CnsIng	Stud Success, Outreach & Op	FT Professional	\$55,350
Barrett	Russell	8/18/2023	Repair Tech II	Housing Maintenance	FT Hourly Staff	\$36,005
Becknell	Vincent	8/14/2023	Journeyman Electrician	Maint, Electrical Shop	FT Hourly Staff	\$46,904
Breeden	Regina	10/13/2023	Accts Payable Clerk	Accounting & Financial Svcs	FT Hourly Staff	\$32,663
Downing	Rita	8/31/2023	Admin Professional II	Dean-Ed & Applied Hum Sci	FT Hourly Staff	\$41,516
Eskridge	Jerad	8/29/2023	Aircraft Maint Asst	Class Fees - Aviation	FT Hourly Staff	\$41,769
Foley	Jerrod	8/14/2023	Master Police Officer I	Police Department	FT Hourly Staff	\$55,910
, Hinton	Heather	9/5/2023	Paraeducator II	Model Laboratory School	FT Hourly Staff	\$30,440
Kwiecinski	Sonia	10/6/2023	Spec, Ed Abroad	Education Abroad	FT Hourly Staff	\$27,515
Lively	Rita	8/31/2023	Admin Coord	Dept of Safety & Security	FT Hourly Staff	\$44,031
Rowe	David	8/31/2023	Interior Finisher II	Maint, Paint Shop	FT Hourly Staff	\$40,726
Ward	Beverly	10/14/2023		Registrar	FT Hourly Staff	\$32,019
Chen	Hung-Tao	8/15/2023	Summer Faculty	OL-Psychology-BS	PT Faculty	\$4,800
Coleman	Victoria	10/19/2023	•	Ed & App Human Sci	PT Faculty	\$1,500
Barnes	Bonnie	8/11/2023	Ed Clinical Place Coord	Teacher Ed Srv/ProfLabExper	PT Hourly Staff	\$ -
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## Separations August 1, 2023 - October 31, 2023

<u>Last Name</u> Cambron Gonzales	<mark>First Name</mark> Grant Dillon	Separation 8/16/2023 10/2/2023	<u>Position Title</u> Flight Instructor Flight Instructor III	<b>Department</b> Class Fees - Aviation Class Fees - Aviation	<u>Category</u> PT Hourly Staff PT Hourly Staff	<u>Salary</u> \$ - \$ -
Kidd Meikle	Roy	9/12/2023 10/13/2023	PT NE Continual Svc MBB Video Coord	Development	PT Hourly Staff	\$ -
Nickens	David Jordyn	8/31/2023	Library Assistant	Basketball-Men Libraries	PT Hourly Staff PT Hourly Staff	\$ - \$ -
Birchfield	Ariel	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Chapman	Sarah	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Jones	Cassidy	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Kimbro	Samantha	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Neal	Sarah	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Parnell	Don	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$-
Purdom	Courtney	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$-
Rhodus	Celia	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Robinson	Shaniqua	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Rummage	Rachel	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Schwab	Feliciano	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Stanley	Jennifer	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -
Yonts	Kaitlyn	8/1/2023	Substitute Teacher	Model Laboratory School	PT Professionals	\$ -

## I. Approval of Degree Candidates for Spring 2024

## II. Issue

The Board of Regents should formally confirm and confer the degrees for the candidates who have completed degree requirements for Spring 2024

## 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 Spring 2024 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 Spring 2024 graduates who have met or will meet degree requirements with a conferral date of March 8, 2024, or May 11, 2024.

DRAFT 12/4/2023 REVISED 1/25/2024 CURRICULUM AND INSTRUCTION

08.2211

#### - VOLUME 12-

## Academic Honors Program

#### HONORS AND RECOGNITIONS

	Grades 9-12	Grade 12	
Dean's List and Graduation	A Dean's List will be published each semester recognizing academic achievement for those students earning a GPA of 3.50 or higher for that semester.	At commencement, diploma-track students receiving a high school diploma may be honored based on their cumulative GPA for all credits required for graduation attempted during high school. Students who are awarded an alternative diploma, certificate of attainment, certificate of attendance, or posthumous diploma are not eligible for valedictorian, summa cum laude, or magna cum laude.	
		<b>Valedictorian</b> : 4.00 GPA These students will receive commemorative medals.	
		Summa Cum Laude: 4.00 – 3.75 GPA These students will wear <u>maroon honor</u> stoles.	Deleted: gold honor cords
		Magna Cum Laude: 3.50 – 3.74 GPA These students will wear <u>silver honor stoles</u> .	Deleted: white
		<b>AP Capstone Diploma</b> candidates will wear honor cords in the color of the academic discipline of their research.	Deleted: cords Deleted: or stoles
Academic Letters and Pin	Academic letters are awarded annually to students who have earned a 3.50 cumulative GPA or higher at the end of an academic year. Students who maintain a 3.50 GPA or higher in subsequent years will receive an honor bar for each year earned.	Students who have met all college readiness benchmarks on the college admission examination or a college placement examination approved by Kentucky's Council for Postsecondary Education will receive an academic excellence pin.	
<u>Other</u>		Student Council members who served on Student Council during high school will war maroon and silver cords.	Formatted: Font: Bold
		National Honor Society members will wear blue and gold cords.	Formatted: Font: Bold

Page 1 of 2

08.2211 (Continued)

### - VOLUME 12-

## Academic Honors Program

<u>Alum</u>	All students walking at graduation will
	receive a Model pin as the newest alums
	from Model Laboratory High School.

All other honors or regalia is subject to approval provided the regalia does not replicate an existing school-defined regalia.

Page 2 of 2

#### DRAFT 12/4/2023 CURRICULUM AND INSTRUCTION

#### 08.11311

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#### - VOLUME 12-

#### **Early Graduation Program**

Students who meet all applicable legal and Model graduation requirements shall be eligible for the Early Graduation Program (EGP) in relation to receipt of a graduation diploma and an Early Graduation Certificate. Students wishing to participate in the EGP shall notify the Principal in writing at the beginning of grade nine (9) or as soon as the intent is known, but no later than the first thirty (30) school days of the academic year in which the student intends to graduate.

704 KAR 3:305 defines "graduating early" as meaning a student who is "awarded a diploma from the district, in under four (4) academic years from the start of grade nine (9), based upon meeting the minimum credit requirements of this administrative regulation and additional requirements as may be imposed by a local board of education."

A student shall not be prohibited from completing the EGP if the student meets all requirements. Students who enroll in the EGP and meet all applicable legal requirements shall receive a diploma and an Early Graduation Certificate.

A Letter of Intent to Apply shall be entered into the student information system by October 15 of the year the student intends to graduate. The letter of intent shall include a rationale for graduating early and a plan to meet the student's ILP and all Kentucky and Model graduation requirements. The student and parent/guardian shall meet with the Advisor/Counselor and Principal to discuss the rationale, plan for meeting requirements, and postsecondary goals and career aspirations.

The Principal shall make a determination to approve the request to graduate early in consultation with the Advisor/Counselor and the Superintendent.

A student shall complete all requirements applicable to the academic year in which the student intends to graduate as established in administrative regulation by the Kentucky Board of Education.

A student who has indicated an intent to complete the EGP may participate in the state administration of the college entrance exam prior to the junior year, if needed.

For students wishing to participate in the EGP and earn an Early Graduation Certificate and scholarship the Superintendent/designee shall provide:

- a. Criteria for supporting the development and monitoring of the student's ILP;
- b. Goal planning related to the attainment of established School essential workplace ethics programs;
- c. Completion of a professional resume; and
- d. Completion of one (1) postsecondary admissions application that may be used at a Kentucky public two (2) year community and technical college, or a Kentucky four (4) year public or non-profit independent institution accredited by the Southern Association of Colleges and Schools.

Page 1 of 2

08.11311 (CONTINUED)

## **Early Graduation Program**

#### EARLY GRADUATION PROGRAM (EGP) (CONTINUED)

Each EGP participant, with the support of the comprehensive school counselor/designee, shall:

- a. Identify all EGP requirements and develop a strategy within the ILP for meeting those requirements, including the School's established workplace ethics program; and
- b. Complete an entrance interview with the Principal/designee to discuss postsecondary goals and career aspirations.

By July 1, 2024, each high school shall determine performance descriptors and evaluation procedures for an EGP performance-based project, portfolio, or capstone required for students who intend to complete the EGP beginning with the 2024-2025 academic year.

Performance descriptors and evaluation procedures shall provide an opportunity for the student to demonstrate attainment of the following critical skills required for post-secondary and career success:

- a. Attainment of essential workplace ethics program components;
- b. Demonstration of an ability to apply the academic standards as a lifelong learner and contributing member of society;
- c. Demonstration of written and verbal communication skills needed for post-secondary success; and
- d. Demonstration of an ability to think critically, synthesize information, and draw conclusions.

By July 1, 2024, the performance-based project, portfolio, or capstone shall be required for completion of the EGP.

Each high school shall maintain and make readily available to the Kentucky Department of Education the EGP participant's performance-based project, portfolio, or capstone for a minimum of five (5) years.

Any student seeking to graduate early who receives services deemed essential by the School shall engage in meaningful consultation with a school-based mental health services provider on the creation of a continuity of services plan prior to graduation.

The School shall ensure the creation of a continuity of services plan for all students identified as a homeless child, a migratory child, or youth engaged in foster care. A transition plan shall be completed for children aging out of foster care.

#### **REFERENCES:**

KRS 158.142 704 KAR 3:305

#### **RELATED POLICIES:**

08.113; 08.1131

Page 2 of 2

#### DRAFT 1/16/2024 REVISED 1/25/2024

#### STUDENTS

#### - VOLUME 12-

#### Absences and Excuses

Pupils are required to attend regularly and punctually the school in which they are enrolled. Recording of absences and tardies shall be made in compliance with the requirements of 702 KAR 7:125.<sup>1</sup>

#### **TRUANCY DEFINED**

Any student who has attained the age of six (6), but has not reached his/her eighteenth (18<sup>th</sup>) birthday, who has been absent from school without valid excuse for three (3) days or more, or tardy without valid excuse on three (3) days or more, is a truant.

Any student enrolled in a public school who has attained the age of eighteen (18) years, but has not reached his/her twenty-first (21<sup>st</sup>) birthday, who has been absent from school without valid excuse for three (3) or more days, or tardy without valid excuse on three (3) or more days, is a truant.

A student who has been reported as a truant two (2) or more times is a habitual truant.

For the purposes of establishing a student's status as a truant, a student's attendance record is cumulative for an entire school year. When students transfer from one Kentucky school to another, attendance information from the previous school shall become part of their official attendance record for that school year.

#### EXCUSED ABSENCES

An excused absence or tardiness is one for which work may be made up, such as:

- 1. Death or severe illness in the pupil's immediate family;
- 2. Up to four (4) days of college or university visits for each of the junior and senior year;
- 3. Illness of the pupil, including mental or behavioral health;
- 4. Religious holidays and practices;
- 5. One (1) day for attendance at the Kentucky State Fair;
- 6. Documented military leave;
- 7. One (1) day prior to departure of parent/guardian called to active military duty;
- 8. One (1) day upon the return of parent/guardian from active military duty;
- 9. Visitation for up to ten (10) days with the student's parent, de facto custodian, or person with legal custody who, while on active military duty stationed outside of the country, is granted rest and recuperation leave;
- 10. Ten (10) days for students attending basic training required by a branch of the United States Armed Forces;
- 11. Students participating in any of the page programs of the General Assembly;<sup>2</sup> or

Page 1 of 3

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09.123

STUDENTS

09.123 (CONTINUED)

#### Absences and Excuses

#### **EXCUSED ABSENCES (CONTINUED)**

12. Other valid reasons as determined by the Principal/Superintendent, including trips qualifying as educational enhancement opportunities.

Students shall be granted an excused absence for up to ten (10) school days to pursue an educational enhancement opportunity determined by the Principal to be of significant educational value. This opportunity may include, but not be limited to, participation in an educational foreign exchange program or an intensive instructional, experiential, or performance program in one (1) of the core curriculum subjects of English, science, mathematics, social studies, foreign language, and the arts. Educational enhancement opportunities require, at the minimum, a five (5) day advanced approval and cannot be taken during testing.

Unless the Principal determines that extenuating circumstances exist, requests for date(s) falling within State or School testing periods shall not be granted.

The Principal's determination may be appealed to the Superintendent/designee.

Students receiving an excused absence shall have the opportunity to make up school work missed and shall not have their class grades adversely affected for lack of class attendance or class participation due to the excused absence.

\* After a total of ten (10) days of absence <u>(full or partial days)</u>, have been excused by a parent note, students are required to present a written statement from a physician for each additional absence for the school year in order to be excused.

Exception to 10-absence rule: Parents/guardians of students with a chronic illness or disability shall notify the school in writing, accompanied by a physician's verification. Special consideration may also be considered for (1) death or severe illness in the immediate family or (2) required court appearances.

#### NOTES REQUIRED

Students returning to school following an absence must <u>submit a parent/guardian or physician</u> note within the first three (3) days of their return explaining the absence or the absence will permanently be marked as unexcused. The note must also provide the student's name, grade, date(s) missed, reason, as well as the phone number of the parent/guardian\_or physician's <u>office/practice</u>. Based upon the information received, the absence will be declared excused or unexcused in accordance with school policy. The same note guidelines and school policy apply to students checking in or checking out during the school day.

#### EXTRACURRICULAR/ATHLETIC ACTIVITIES

Students who participate in extracurricular activities shall be present for all classes the day of the activity, practice, or competition, or the day prior if on a weekend or holiday (exemptions: school-sponsored field trip, up to two (2) hours with an excused physician note, college visits, other activity or event approved by the Principal).

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**Deleted:** obtain an admission slip. A note signed by a parent/guardian is to be presented, explaining the absence

Page 2 of 3

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#### STUDENTS

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09.123 (CONTINUED)

## Absences and Excuses

#### MAKE-UP WORK

When a student has an excused absence, students are given a minimum of one (1) week or the total number of days absent, whichever is greater, to complete any missed classwork. Student must confer with individual course instructors to complete make-up work.

#### **UNEXCUSED ABSENCES**

Guidelines concerning unexcused absences shall be published in the School's Discipline Code and the Parent/Student Handbook.

#### **REFERENCES:**

<sup>1</sup>702 KAR 7:125 <sup>2</sup>KRS 159.035 KRS 36.396; KRS 38.470; KRS 40.366 KRS 158.070; KRS 158.183; KRS 158.293; KRS 158.294 KRS 159.140; KRS 159.150; KRS 159.180 OAG 76-566; OAG 79-68; OAG 79-539; OAG 91-79; OAG 96-28

#### **RELATED POLICIES:**

09.111; 09.122; 09.4281 09.126 (re requirements/exceptions for students from military families)

Page 3 of 3

#### DRAFT 12/4/2023 REVISED 1/25/2024

#### CURRICULUM AND INSTRUCTION

08.1131

#### - VOLUME 12-

#### Alternative Credit Options

In addition to regular classroom-based instruction, students may earn credit through the following means.

#### VIRTUAL/ONLINE COURSES

High school students may **apply and** earn academic credit to be applied toward graduation requirements by completing virtual/online <u>high school</u> courses.

As determined by school policy, students applying for permission to take an online course shall complete prerequisites and provide teacher/counselor recommendations to confirm the student possesses the maturity level needed to function effectively in an online learning environment.

Credit from a virtual/online course may be earned only in the following circumstances:

- 1. The approved elective course is not offered at the high school;
- 2. Although **an elective** course is offered at the high school, the student will not be able to take it due to an unavoidable scheduling conflict;
- 3. The course will serve as a supplement to extend homebound instruction;
- 4. The student has been transferred to the school and needs the course credit to stay on track for graduation; or
- 5. The Principal, with agreement from the student's teachers and parents/guardians, determines the student requires a differentiated or accelerated learning environment.

The **School** shall recognize only those online courses that meet the international standards for online teachers, courses, and programs that have been adopted by the Kentucky Department of Education.

Online courses may be subject to review by the Superintendent/designee for conformance with <u>Kentucky Academic Standards</u> and graduation requirements. In addition, the express approval of the Principal/designee shall be obtained before a student enrolls in an online course. The school must receive an official record of the final grade before credit toward graduation will be recognized.

#### **DUAL-CREDIT SCHOLARSHIP PROGRAM**

The School may offer the opportunity for students to earn dual-credits through the Kentucky Dual-Credit Scholarship Program as well as the Work Ready Scholarship. Guidelines are outlined in the "Kentucky Council on Postsecondary Education and Kentucky Department of Education Dual Credit Policy for Kentucky Public and Participating Postsecondary Institutions and Secondary Schools," located on the Kentucky Department of Education website. The cost of two courses will be paid through the Kentucky Dual-Credit Scholarship Program. The cost of eligible courses may be covered by the Work Ready Scholarship.

EKU tuition waivers for eligible students whose parent(s) or guardian(s) is/are faculty or staff members at EKU should be used to cover the costs of any additional <u>regular and</u> <u>punctual</u> courses if waivers are available for use by the student.

Page 1 of 4

08.1131 (CONTINUED)

### **Alternative Credit Options**

#### **DUAL-CREDIT SCHOLARSHIP PROGRAM (CONTINUED)**

These scholarships and waivers do not cover textbooks (including digital texts), course materials/supplies and parking permits and recreation center or other fees when applicable. The School will pay the dual credit tuition cost for the remainder of courses not covered by scholarships or tuition waivers, up to eight total courses (or more for students participating in the Model Scholar's Early College Program). The School will only pay the dual credit tuition rate and will not pay for online courses or courses for which a student earns a failing grade. Parent(s) or guardian(s) will be billed for the cost of tuition for which a student earns a failing grade.

#### **DUAL-CREDIT CLASSES**

Juniors and Seniors are eligible for dual-credit classes if they meet the following eligibility:

#### Juniors

Juniors may enroll in up to one (1) dual credit course\* per semester provided the student meets the following:

- a. A cumulative GPA of 3.0 at end of sophomore year;
- b. Meet the college readiness benchmark in English or math; and
- c. Meet college prerequisites.

\*Model Lab School does not permit students to enroll in online dual credit courses. Students who fail a dual credit course must retake and pass the failed class before enrolling in a subsequent course.

#### <u>Seniors</u>

Seniors may enroll in up to two (2) dual credit courses per semester provided the student meets the following:

a. A cumulative GPA of 3.0 at end of junior year;

- b. Meet the college readiness benchmark in English and math; and
- c. Meet college prerequisites.

Seniors may enroll in up to one (1) dual credit course per semester provided the student meets the following:

a. A cumulative GPA of 2.5 at end of junior year.

Refer to procedure 08.1131 AP.1 for complete Dual Credit Guidelines.

**Deleted:** <#>Have a 2.5 or higher-grade point average (weighted or unweighted) Beginning with Fall 2024 registration have a 3.0 or higher-grade point average;¶ <#>Meet college course prerequisites.¶

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Page 2 of 4

08.1131 (CONTINUED)

## Alternative Credit Options

#### PERFORMANCE-BASED CREDITS

In addition to Carnegie units, students may earn credit toward high school graduation through the School's standards-based, performance-based credit system that complies with requirements of Kentucky Administrative Regulation. Procedures for developing and amending the system shall address the following:

- 1. Conditions under which each high school may grant performance-based credits and the related performance descriptors and assessments;
- 2. Objective grading and reporting procedures;
- 3. Content standards established in 704 KAR 3:303 and 704 KAR Chapter 8;
- 4. The extent to which state-provided assessments will be used;
- 5. The ability for students to demonstrate proficiency and earn credit for learning acquired outside of school or in prior learning; and
- 6. Criteria to ensure that internships, cooperative learning experiences, and other learning in the school and community are:
  - Designed to further student progress towards the Individual Learning Plan;
  - Supervised by qualified instructors; and
  - Aligned with State and District content and performance standards.

The high school student handbook shall include complete details concerning specific graduation requirements.

In keeping with statutory requirements, the School shall accept for credit toward graduation and completion of high school course requirements an advanced placement or a high school equivalent course taken by a student in grades 5, 6, 7, or 8 if that student attains performance levels expected of high school students in the School as determined by achieving a score of "3" or higher on a College Board Advanced Placement examination or a grade of "B" or better in a high school equivalent.

#### MODEL SCHOLARS EARLY COLLEGE PROGRAM

Model Laboratory School's Early College Program is a collaborative offering with Eastern Kentucky University. The Early College Program allows high achieving and motivated seniors an opportunity to enroll in eight (8) college courses (four {4} each semester).

#### Qualifications

- 1. Achieved a high school GPA of 3.5 or higher and no grades of C+ or lower during junior year;
- 2. Met national college readiness benchmarks in English, reading, and math (i.e., English ACT score of 18, Reading ACT score of 22, and Math ACT score of 22 or equivalents on another qualifying assessment);
- 3. Demonstrated strong work habits and ethics as evidenced through attendance, discipline records and teacher evaluations; and

Page 3 of 4

#### 08.1131 (CONTINUED)

## **Alternative Credit Options**

#### MODEL SCHOLARS EARLY COLLEGE PROGRAM (CONTINUED)

- 4. Met all high school graduation requirements with the exception of:
  - Senior English requirements;
  - Research requirements; and
  - Citizenship, Entrepreneurship, & Financial Literacy,

#### **REFERENCES:**

KRS 158.622 KRS 164.786 704 KAR 3:303; 704 KAR 3:305; 704 KAR Chapter 8

#### **RELATED POLICIES:**

08.113; 08.11311; 08.2323; 09.1221; 09.3; 09.435

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**Deleted:** Government & Civics, Financial Literacy and Entrepreneurship.¶

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Page 4 of 4

#### DRAFT 12/4/2023 REVISED 1/25/2024

#### CURRICULUM AND INSTRUCTION

08.113

#### - VOLUME 12-

#### **Graduation** Requirements

In support of student development goals set out in KRS 158.6451 and the Kentucky Academic Standards, students must complete a minimum of twenty-two (22) credits, including demonstrated performance-based competency in technology, and all other state and local requirements in order to graduate from Model Laboratory School at Eastern Kentucky University.

Graduation requirements encompass the requirements of Model Laboratory School and the Kentucky's Pre-College Curriculum. Students receiving a diploma from Model Laboratory School have fulfilled graduation requirements of the school and of the Kentucky's Pre-College Curriculum.

Beginning with the Class of 2026

1. Earn the specified credits based on the graduating class as illustrated in the table (see below) with at least four (4) credits in an academic area or college/career pathway.

Graduation Requirements	x	Class of 2025	Class of 2026	Class of 2027
Inquiry, Communication, and Data		5 Credits	5 Credits	5 Credits
Analytics				
Informatics, Media Literacy, and	*	2 Credits	2 Credits	2 Credits
Data Analytics				
Analysis, Argumentation, and		2 Credits	2 Credits	<u>2 Credits</u>
Communication				
Research Methods and Sustained	<b>x</b>	1 Credit	1 Credit	<u>1 Credit</u>
Inquiry				
	<b></b>			
Quantitative and Computational	τ	4 Credits	4 Credits	<u>4 Credits</u>
Reasoning				
Mathematics	τ	3 Credits	3 Credits	<u>3 Credits</u>
Coding and Logic	I	1 Credit	1 Credit	<u>1 Credit</u>
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Scientific Inquiry	x	3 Credits	3 Credits	<u> 3 Credits</u>
Life Science	x	1 Credit	1 Credit	<u>1 Credit</u>
Natural/Physical/Chemical Science		1 Credit	1 Credit	<u>2 Credits</u>
Applied Laboratory Science		1 Credit	1 Credit	
	A			
Humanities	×	4 Credits	4 Credits	4 Credits
History of Visual and Performing	x	1 Credit	1 Credit	1 Credit
Arts				
Literature	×	1 Credit	1 Credit	1 Credit
History		2 Credits	2 Credits	2 Credits
	A			
Global Communication and		3 Credits	2 Credits	2 Credits
Understanding				
Second Language Proficiency		2 Credits	2 Credits	2 Credits
Two Years of the Same Language				
Comparative Cultures	x	1 Credit		

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### **Graduation** Requirements

Civic Engagement and Entrepreneurial	x	1 Credit	1 Credit	1 Credit
Thinking				
Government, Civics,	x	1 Credit	1 Credit	1 Credit
Entrepreneurship, Economics, and				
Financial Literacy				
	A			
Creating, Performing, Designing and	x	1 Credit	1 Credit	1 Credit
Engineering				
Creating, Performing, Designing and	x	1 Credit	1 Credit	1 Credit
Engineering				
	A			
Fitness and Wellness	x	1 Credit	1 Credit	1 Credit
Fitness and Wellness	×	1 Credit	1 Credit	1 Credit
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Electives OR Dual Credit	×	1 Credit	1 Credit	1 Credit
Electives OR Dual Credit	x	1 Credit	1 Credit	1 Credit
Total Credits	×	23 Credits	22 Credits	22 Credits

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Note: Students who earn a diploma from the school have met all requirements for Kentucky's Pre-College Curriculum established by the Council on Postsecondary Education.

2. Actively participate in service-learning activities that benefit the global or school community. Students must have documented at least forty (40) service hours by the time of graduation. No one activity is to fulfill the forty-hour requirement. This requirement will be pro-rated for students who enroll during the school year.

Students are encouraged to complete ten (10) service hours per academic year. Service hours completed as part of a course may apply toward the requirement. Students must complete the Activities and Service Hours Verification Form for each service they participate in and then submit the completed form to the Counseling Office.

- 3. Actively participate in at least one (1) school-sponsored activity (club/sport) during each year of his/her high school career. Students must submit the Activities and Service Hours Verification Form to the Counseling Office each year.
- 4. Successfully complete the senior research project, paper, presentation, and defense.
- 5. Earn a passing score on Kentucky's civics exam.
- 6. Demonstrate performance-based competency in technology.
- 7. Complete an Individual Learning Plan (ILP).

Page 2 of 5

08.113 (CONTINUED)

## **Graduation** Requirements

#### ADVANCED PLACEMENT

Advanced Placement (AP) enables willing and academically prepared students to pursue collegelevel studies while still in high school. College-level courses will be offered, and exams will be administered once a year. Students and their parents are responsible for the cost of the exam and the fee will be billed separately from tuition and fees in the fall semester.

Students that do not take the exam will not receive the AP designation on their transcript. All students who enroll in an AP course must sit for the exam.

#### AWARDING CREDIT

High school credits will be awarded at the end of each academic year for grades of A, B, C, and D. All courses taught at Model are worth 1.0 credits per semester.

Dual credit courses that are 3-4 credit hours will earn 0.5 credit toward graduation requirements and courses that are 1-2 credit hours will earn 0.25 credit toward graduation requirements. Dual credit course is awarded at the end of each semester.

#### MIDDLE SCHOOL COURSES FOR HIGH SCHOOL CREDIT

Middle school students may take designated courses and the high school shall accept for credit toward graduation and completion of high school course requirements, however the following requirements shall apply:

- Middle school students taking such courses must earn at least a "<u>B</u>" average for the final grade in the class for the course to count toward high school credit.
- Credits earned in middle school will be posted to the high school transcript but shall not be used in the calculation of the high school grade point average (GPA).

#### DIPLOMA

Students receiving a diploma from Model Laboratory High School shall fulfill graduation requirements that:

- Prepare graduates to become world class leaders by addressing the World Class Competencies;
- Meet or exceed graduation expectations established by the Kentucky Board of Education; and
- Meet or exceed Kentucky's Pre-College Curriculum established by the Council of Postsecondary Education.

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Page 3 of 5

08.113 (CONTINUED)

## **Graduation** Requirements

#### ADVANCED PLACEMENT CAPSTONE DIPLOMA

Students who meet the following requirements can earn the Advanced Placement (AP) Capstone Diploma or certificate awarded by The College Board. Students who have met all the requirements and have submitted the final AP research paper and completed the presentation and defense will be recognized as AP Capstone Diploma candidates at graduation.

• AP Capstone Diploma

Earn AP exam scores of "3" or higher on each of four (4) AP assessments AND earn a score of "3" or higher on the AP seminar assessment AND earn a score of "3" or higher on the AP research assessment.

• AP Capstone Certificate

Earn a score of "3" or higher on the AP seminar assessment AND earn a score of "3" or higher on the AP research assessment.

#### INDIVIDUAL LEARNING PLAN (ILP)

The development of the Individual Learning Plan (ILP) for each student shall be established within the first ninety (90) days of the sixth (6th) grade year and shall be focused on career exploration and related postsecondary education and training needs.

#### **OTHER PROVISIONS**

The School may award a diploma to a student posthumously indicating graduation with the class with which the student was expected to graduate.

The Superintendent, Principal, or teacher may award special recognition to students.

#### ALTERNATIVE DIPLOMA

Consistent with the School's graduation practices for all students, an alternative high school diploma shall be awarded to students with disabilities in compliance with applicable legal requirements. In addition, former students may submit to the Superintendent a request that the School provide them with an alternative high school diploma to replace the certificate of attainment they received at time of graduation from the School.<sup>1</sup>

A student who is at least seventeen (17) years of age and who is a state agency child, as defined in KRS 158.135, shall be eligible to seek attainment of a High School Equivalency Diploma.

#### CERTIFICATE OF ATTENDANCE

Seniors who are foreign exchange students are eligible for a certificate of attendance during commencement.

Page 4 of 5

08.113 (CONTINUED)

## **Graduation** Requirements

**REFERENCES:** 

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<sup>1</sup>KRS 156.160; 20 U.S.C. § 1414
<sup>2</sup>KRS 158.142; 704 KAR 3:305
KRS 156.027; KRS 158.135
KRS 158.141; KRS 158.1411; KRS 158.1413; KRS 158.142; KRS 158.143; KRS 158.183
KRS 158.281; KRS 158.302; KRS 158.645; KRS 158.6451; KRS 158.860
13 KAR 2:020; 702 KAR 7:125; 703 KAR 4:060
704 KAR 3:303; 704 KAR 3:305; 704 KAR 3:306; 704 KAR 3:535; 704 KAR 7:090
704 KAR Chapter 8
OAG 78-348; OAG 82-386
Kentucky Academic Standards

#### **RELATED POLICIES:**

08.1131; 08.11311; 08.14; 08.22; 08.222 09.126 (re: requirements/exceptions for students from military families)

#### **RELATED PROCEDURE:**

09.12 AP.25

Page 5 of 5

#### DRAFT 1/30/2024

## 09.124

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## STUDENTS - VOLUME 12-

#### **Tuition and Student Fees**

#### **TUITION AND FEES TO BE CHARGED**

Tuition and fees are established annually by the Board of Regents. Tuition is billed <u>annually, with</u> regular monthly tuition installments,

Students who have outstanding balances as of May 20 may be disenrolled for the next school year.

The school may charge a non-refundable tuition deposit for the upcoming school year. The school may charge an application fee. A late payment fee will be assessed for tuition payments not received by the <u>monthly</u> due date.

For families with multiple students enrolled at Model, the oldest student's tuition (only) will be reduced by five percent (5%). Tuition (only) for Model students whose parent(s)/payers are assigned to Model for more than 60% <u>full-time enrollment</u> will be reduced by <u>fifteen</u> percent (15%). Fees are not discounted.

All tuition and fees owed to Model Laboratory School at Eastern Kentucky University or to Eastern Kentucky University must be paid before students can participate in graduation exercises or for release of educational records to other institutions.

#### FINANCIAL AID

Families may apply for financial aid each school year by submitting to the School's approved clearinghouse an application and paying the review fee. Financial aid awards, through a designated clearinghouse, are limited and an offer of aid in one school year does not guarantee an offer of aid in future school years.

#### NON-PAYMENT/DEFAULT

The Superintendent/designee may work with parents/payers of delinquent accounts on a payment plan to bring the account in good standing by June 30. EKU Billings and Collections will seek remedy in accounts after June 30.

#### STUDENT FEES

Fees for rental or purchase of instructional resources may be charged. All student fees and charges shall be adopted by the Board, including any class/course, tuition, test<sub>a</sub> and assessment fees. Approved fees shall remain in place until modified or removed by Board resolution.

In emergency or unanticipated situations, the Superintendent may approve other necessary fees in the interim until the Board of Regents convenes and approves the fee schedule.

Student activity fees or membership fees for clubs, sports, or extracurricular activities shall be approved by the Principal.

#### Page 1 of 2

Deleted: monthly, August through May. Holds may be placed on the release of transcripts until all tuition and fees have been paid and all university property returned Deleted: June 30 Deleted: Students with outstanding balances may be restricted from participating in commencement exercises.

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#### STUDENTS

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#### 09.124 (Continued)

#### **Tuition and Student Fees**

#### **STUDENT FEES (CONTINUED)**

Fees collected for a specific purpose shall be used for that purpose only. This does not apply to extracurricular activities. The School assesses and collects additional dues for clubs, organizations, activities for which students opt to join, be part of, or attend as well as for graduation regalia, class rings, yearbooks, school pictures, senior portraits, <u>optional college entrance exams</u>, spirit wear and memorabilia, snacks, etc. for which the school makes payments on behalf of the student.

Students/families who qualify for free/reduced price lunch may request an exemption or exception to student fees, excluding tuition.

These fees do not include any fees or charges assessed by the University's food service provider. Overdue food service accounts may be subject to collections.

#### **REFERENCES:**

KRS 158.120; KRS 164.380 237 S.W. 2D 65 (1951) OAG 80-47; OAG 91-75 KRS 157.350; KRS 158.135 702 KAR 7:125

#### **RELATED POLICIES:**

08.232

09.12

09.126 (re requirements/exceptions for students from military families)

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## EASTERN KENTUCKY UNIVERSITY Board of Regents Bylaws

## 1. **DEFINITION**

The Board of Regents (hereinafter "Board") of Eastern Kentucky University (hereinafter "University") was created by the Kentucky General Assembly (KRS 164.310) and vested with the power of governance (KRS 164.350). The Board "constitutes a body corporate, with the usual corporate powers and, with all immunities, rights, privileges and franchises usually attaching to the governing bodies of educational institutions" (KRS 164.350).

## 2. <u>DUTIES</u>

Pursuant to the Kentucky Revised Statutes, the Board is the legal body with specific authority over the University and exercises fiduciary oversight and, as such, shall adopt bylaws, rules and regulations for the governance of its members, officers, agents and employees, which shall reference the member removal and replacement provisions of KRS 63.080, and the Board shall enforce obedience of such bylaws, rules, and regulations. The Board also shall periodically evaluate the University's progress in implementing its missions, goals and objectives to conform to the strategic agenda.

The powers and responsibilities of the Board include the regular review of the University's mission; the establishment of policies and the delegation of appropriate authority and responsibility to the administration, faculty and staff to implement such policies; the hiring and review of the President of the University; defining and addressing any conflict of interest; a fair process for removal of a board member; protecting the University from undue influence by external persons or bodies; and regularly evaluating its responsibilities and expectations. Specific authority and duties include, but are not limited to, the following:

## A. General Power of Board of Regents (KRS 164.350)

The government of the University is vested in its Board of Regents. The Board of Regents, when its members have been appointed and qualified, shall constitute a body corporate, with the usual corporate powers, and with all immunities, rights, privileges and franchises usually attaching to the governing bodies of educational institutions. The Board may:

(1) Receive grants of money and expend the same for the use and benefit of the University;

(2) Require such reports from the president, officers, faculty and employees as it deems necessary and proper, from time to time;

(3) Determine the number of divisions, departments, bureaus, offices and agencies needed for the successful conduct of the affairs of the University; and

(4) Grant diplomas and confer degrees upon recommendation of the President and faculty.

## B. Appointment and Removal of President, Faculty and Employees (KRS 164.360)

(1) The Board of Regents shall appoint a President, and on the recommendation of the President may, in its discretion, appoint all faculty members and employees and fix their compensation and tenure of service, subject to provisions of subsection (2) of this section.

(2) No person shall be employed for a longer contractual period than four (4) years. No person shall be employed who is related to any member of the Board of Regents.

(3) The Board may remove the President of the University, and upon the recommendation of the President may remove any faculty member or employee, but no President or faculty member shall be removed except for incompetency, neglect of or refusal to perform his duty, or for immoral conduct. A President or faculty member shall not be removed until after ten (10) days' notice in writing stating the nature of the charges preferred, and after an opportunity has been given him to make defense before the Board by counselor, or otherwise, and introduce testimony which shall be heard and determined by the Board. Charges against a President shall be preferred by the Chair of the Board upon written information furnished to him, and charges against a faculty member shall be preferred in writing by the President unless the offense is committed in his presence.

## C. Evaluation of President (KRS 164.321(11))

The Board shall evaluate the President annually. The Board will follow the Presidential Evaluation & Assessment Procedures, which are an addendum to these Bylaws.

## D. Board Has Exclusive Control of Employment, Tenure and Official Relations of Employees. (KRS 164.365)

Anything in any statute of the Commonwealth to the contrary notwithstanding, the power over and control of appointments, qualifications, salaries, and compensation payable out of the State Treasury or otherwise, promotions, and official relations of all employees of Eastern Kentucky University shall be under the exclusive jurisdiction of the Board.

## E. Suspension or Expulsion of Students (KRS 164.370)

The Board of Regents, through the University regulation-making process, has adopted Administrative Regulation 5.1.3, Student Code of Conduct and Disciplinary Procedures, which establishes the University code for student conduct, and which invests a representative committee of designated faculty, staff and students with the power to suspend, expel, or otherwise discipline any student for violating the code for student conduct. In every case of suspension or expulsion of a student from the University or eviction of a student from University housing, the student may

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appeal to pursuant to the manner and mode of procedure on appeal set forth in the University regulation.

## F. Practice Schools (KRS 164.380)

The Board of Regents shall operate, maintain, and serve as the fiscal agent for a model and practice school which shall be an educational laboratory school under the supervision of thoroughly trained and certified education professionals for the purpose of piloting and testing kindergarten through high school educational pedagogies, practices, programs, assessments, and innovations to further the educational mission of the Commonwealth.

The model and practice school has specific statutory requirements further set forth in KRS 164.380.

# G. Acquisition and Sale of Property and Disposition of Surplus Property (KRS 164.410)

The Board may purchase or lease land and may receive by any legal mode of conveyance, purchase, or hold property that the Board deems necessary for the purposes of the University, and may build and construct improvements. The Board may also sell or lease its land by any legal mode of conveyance. The Board may exercise powers through the Eminent Domain Act, as further set forth in Kentucky law. The Board shall periodically review the assets of the institution. Any real property acquired shall be held in the name of the Commonwealth for the use and benefit of Eastern Kentucky University.

## H. Police Departments and Officers Authorized (KRS 164.950)

The Board is authorized to establish a police department and appoint police officers and other employees for the University, to prescribe distinctive uniforms for police officers of said institution, and to designate and operate emergency vehicles. Police officers so appointed shall take an appropriate oath of office, in the form and manner consistent with the Constitution of Kentucky, and shall serve at the pleasure of the Board.

## I. Board Self-Evaluation

In even numbered years, on a bi-annual basis all appointed and elected members of the Board will participate in a self-evaluation process in December of the review year and will review the results and share a summary of key accomplishments and areas for improvement at the first meeting of the new calendar year.

## J. Other Authority

The Board may exercise the full extent of authority granted under statute as the same might be modified from time to time.

The President shall be the Chief Executive Officer of the University, and the Board hereby delegates to the President all such powers, rights, duties and authority that role typically entails for the operation of the University and in compliance with any employment agreement and such policies and regulations as may be adopted by the Board from time to time.

## 3. <u>MEMBERSHIP</u> (KRS 62.010; KRS 63.080; KRS 164.289; KRS 164.321)

The Board consists of eight (8) members appointed by the governor, one (1) member of the University teaching faculty, one (1) member of the University staff, and one (1) member of the University student body.

## A. Appointed Members

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Each member of the Board shall serve for the term appointed and until a successor is appointed and qualified, unless a member is removed by the Governor pursuant to KRS 63.080(2), (3), or (4).

## **B.** Elected Members

(1) The faculty member shall be a teaching or research member of the faculty of the rank of assistant professor or above. The faculty member shall be elected by secret ballot of all faculty members of the University of the rank of instructor, assistant professor or above, or librarians holding comparable ranks. The faculty member shall serve for a term of three (3) years and until a successor is re-elected and qualified.

(2) The faculty member shall be eligible for re-election for a second term of three (3) years, but shall not be eligible to continue to serve as a member of the Board if they cease being a member of the teaching staff of the University. Elections to fill vacancies for the unexpired term shall be in the same manner as provided for the original election. The faculty member of the Board shall have the right to vote on all matters except that of faculty compensation.

(3) The non-teaching staff member shall be any full-time staff member excluding the president, vice presidents, academic deans, and academic department chairpersons and members of the teaching and research faculty. The staff member shall represent all non-teaching university employees including, but not limited to, building facilities and clerical personnel. The staff member shall be elected by secret ballot by the non-teaching employees. No one eligible to vote in the election for faculty regent may also vote in the election of the non-teaching member.

(4) The non-teaching staff member shall serve a term of three (3) years and until a successor is elected and qualified. The non-teaching personnel shall be eligible for reelection, but shall not be eligible to continue to serve as member of the Board if they cease being an employee of the university. Elections to fill vacancies shall be for the unexpired term in the same manner as provided for the original election.

(5) The student member shall serve a one-year term beginning on July 1 after being elected and sworn in as student body president and ending on the following June 30. If the student member does not maintain the position as student body president or the status as a full-time student at any time during the academic year, a special election shall be held to select a full-time student member. The elected student member shall serve for the remainder of the unexpired term.

## C. Oath of Office

Each member appointed to the Board shall take the oath of office within thirty (30) days after receiving notice of appointment.

## D. Removal of Members

(1) Any Board member may be removed by the Governor for cause as prescribed in KRS 63.080(2) or may be removed and replaced as prescribed in KRS 63.080(3) to meet the proportional representation requirement.

(2) The Board of Regents, by majority vote, may decide and provide formal notice to a member of the Board and the Council on Postsecondary Education that a member should be removed for cause, as defined in KRS 63.080(2)(d).

(3) All appointed members of the Board may be removed for cause as prescribed in KRS 63.080(4) if the board is no longer functioning according to its statutory mandate as specific in the enabling statutes applicable to the board, or if the board membership's conduct as a whole constitutes malfeasance, misfeasance, incompetence, or gross neglect of duty, such that the conduct cannot be attributed to any single member or members.

(4) The inability of the board to hold quarterly meetings, to elect a Chair annually, to establish a quorum, to adopt an annual budget, to set tuition rates, to conduct an annual evaluation of the President of the University, to carry out its primary function to periodically evaluate the University's progress in implementing its mission, goals, and objectives to conform to the strategic agenda, or to otherwise perform its duties under KRS 164.350 shall be cause for the Governor to remove all appointed members of the Board and replace the entire appointed membership pursuant to KRS 63.080(4).

## E. Emeritus Status

The Board of Regents may bestow the honor of Regent Emeritus or Chair or Vice Chair Emeritus status upon any former or outgoing Board member who has demonstrated continued service, commitment and significant contribution to the University and the University community at such a level to additionally distinguish them. The Board shall recognize that this Emeritus designation is the highest distinction it may bestow upon a former Board member. Therefore, Emeritus consideration and designation shall be done with the utmost consideration of contributions which warrant this extraordinary recognition.

## 4. **BOARD ORIENTATION**

All appointed and elected members of the Board are required to attend and complete a state-level and university-level orientation and education program, as prescribed under KRS 164.020, as a condition of their service and eligibility for appointment or election to a second term. (KRS 164.321(9)).

## 5. <u>CONFLICT OF INTEREST</u>

No member of the Board shall have an interest in any contract with a state university unless such contract shall have been subjected to competitive bidding in compliance with KRS Chapter 45A, unless such trustee or regent shall have been the lowest bidder and unless such trustee or regent shall have first notified in writing the remaining members of the board, and to the newspaper having the largest circulation in the county in which the state university is located, of his intention to bid on such contract. (KRS 45A.340(7)).

No member of the Board shall draw any salary for their services, but may be reimbursed for necessary expenditures made, except a member who resides outside the Commonwealth shall not be reimbursed for out-of-state travel. (KRS 164.330).

## 6. <u>OFFICERS</u>

The Board shall elect a Chair, Vice Chair, and Secretary.

The Chair must be elected not less than annually (KRS 164.321) at the first meeting of the Board during each calendar year. The Chair shall serve not more than four (4) consecutive one year terms and must have served as a member of the Board for at least two (2) years prior to election to such office.

The Vice Chair and the Secretary must be elected at the first meeting of the Board during each calendar year and following the Governor's appointment of a new Board member. The Secretary shall maintain all records and reports of the Board and a journal of Board proceedings. Provided, however, the Secretary may designate the Office of the University Counsel as the custodian of record.

The Board appoints a Treasurer; however, no member of the Board may serve as Treasurer. (KRS 164.330).

## 7. <u>COMMITTEES</u>

Members of the following committees are to be appointed by the Chair of the Board of Regents. In making these appointments, the Chair shall appoint a chair of each committee, with the exception of the Executive Committee, which shall be chaired by the Chair of the Board. In each area of assigned responsibility, the appropriate committee is charged with presenting reports and recommendations to the full Board; except in the case of ad hoc committees established by the Chair and explicitly empowered to act on behalf of the Board. The action or recommendation

of any committee shall be reported to the Board at its next regularly scheduled meeting. Each committee is empowered to call upon the members of the University community for support or input to the committee's works and should coordinate requests for such support and input through the Office of the President. The Chair of the Board may appoint, on an as needed basis, other ad hoc committees of the Board with directions to undertake such functions and responsibilities as the Chair shall determine. Such appointment of ad hoc committees shall not require approval of the Board. The Chair serves as an ex-officio member of every committee.

## A. Executive Committee

The Executive Committee shall be comprised of five (5) board members. The Chair and Vice Chair of the Board of Regents, and the chair of the Finance and Administration Committee and the Audit and Compliance Committee shall be members of the Executive Committee. The Board shall elect the remaining members to serve and in the event that the Vice Chair also serves as a Committee Chair, the Board shall elect the remaining committee member(s). The Chair of the Board of Regents will also serve as Chair of the Executive Committee. Functions of the Executive Committee include:

(1) Review and approval of academic and support service program and proposals which have bearing on the quality of the educational programs and services;

(2) Review and approval of the President's recommendations based on the Report of the Council on Academic Affairs, with particular concern for the quality of educational programs and services;

(3) Review and approval of recommendations for recipients of honorary degrees from members of the University community;

(4) Assist the President, as necessary, in the relationships of the institution with the various agencies of local, state, and federal government;

(5) Develop, direct and approve the University's strategic plan;

(6) Review and approval of any University-wide plan prior to submission to the Council on Postsecondary Education;

(7) Review and approve all academic and administrative policies as recommended by the University administration;

(8) Review and report to the Board the assets owned by the University;

(9) Perform other duties as may be assigned, from time to time, by the Board of Regents and/or the Chair; and

(10) Possesses the same powers as the Board of Regents during the periods between meetings of the full Board of Regents.

## **B.** Finance and Administration Committee

The Finance and Administration Committee shall be comprised of a chair and at least three (3) other members of the Board. The Finance and Administration Committee shall meet at least two times in each calendar year; once to review the proposed Operating Budget prior to its submission to the Board, and once upon the call of the Committee Chair. Notwithstanding the foregoing, the Committee Chair may call additional meetings if the business of the Committee so requires.

Functions of the Committee include:

(1) Receive regular reports on the financial affairs of the University from the President and Treasurer and advising the full Board of the nature of these reports;

(2) Provide input on behalf of the Board of Regents into the determination of strategic planning goals and strategic directions; review those goals and directions prior to their submission to the Board of Regents and consult with the President on the proposed allocation of resources intended to fulfill the objectives of the strategic plan prior to development of an annual operating budget for the University;

(3) Review of long-range plans, priorities, and fiscal resources of University prior to presentation of biennial budget requests to the Commonwealth of Kentucky and of the annual operating budget to Board of Regents;

(4) Review only of the regular and periodic reports from the University Foundation;

(5) Review and approve plans for the general management of the endowment funds of the University;

(6) Receive reports on the University's progress on performance-based funding;

(7) Consider other honors which the institution might, from time-to-time, bestow, including the naming of facilities for individuals and other forms of special recognition; and,

(8) Perform other duties as may be assigned, from time to time, by the Board of Regents and/or the Chair.

## C. Audit and Compliance Committee

The Audit and Compliance Committee shall be comprised of a chair and at least three (3) other members of the Board. No Committee member shall be a faculty, staff or student to avoid the real or perceived conflict of interest, and each member shall be financially literate. The Audit and Compliance Committee shall meet at least twice annually unless scheduled to meet more

9

often by the Chair of the Committee. At least one member shall be designated as the "financial expert."

The responsibilities of the Audit and Compliance Committee are broadly summarized as follows:

(1) Monitor the effectiveness of management's system of internal control to prevent and detect fraud;

(2) Ensure open communications among management, internal auditors, external auditors, and the Board;

(3) Recommend to the Board the certified public accountants to be contracted to serve as independent auditor and the scope of their annual audit and approve any services other than audit and audit-related services provided by the certified public accountants;

(4) Discuss the annual audit report and other external audit issues with the certified public accountants as required by relevant professional standards;

(5) Present the annual financial audit to the full Board;

(6) Review the annual internal audit plan and discuss the extent to which it addresses high risk areas with the Director of Internal Audit. Solicit feedback from management on specific internal audit findings or issues as deemed necessary by the Audit and Compliance Committee;

(7) Review and submit the Internal Audit Charter to the Board for approval on a routine basis to include changes needed to ensure that the audit function is complying with professional standards and best practices as well as addressing emerging audit issues;

(8) Provide oversight as needed to ensure that the compliance and ethics program effectively prevents and detects instances of noncompliance by employees and officers of the University;

(9) Assess the effectiveness of management's system for receiving and resolving allegations pertaining to non-compliance with law, policy, and procedure;

(10) Perform other duties as may be assigned, from time to time, by the Board of Regents and/or the Chair.

## 8. <u>MEETINGS</u>

**A.** The Board shall meet at least quarterly at the University or at such other place as is agreed upon as required by KRS 164.340. The dates of any regular meetings may be changed at the discretion of the Chair of the Board, subject to compliance with KRS 164.340. The Board shall also meet within thirty (30) days of the appointment of a new member. (KRS 164.330). The

10

Board shall meet on the third Wednesday in the months of February, May, and the second Wednesday in the months of September and November, unless a new schedule of regular meetings is otherwise adopted or a special meeting is called.

**B.** Upon written request of the President of the University, of two (2) members of the Board, or as the presiding officer, the Chair of the Board shall call a special meeting at a place designated by the Chair, and the Board may at such special meeting transact any or all business that it may transact at a regular meeting. A majority of the members of the Board shall constitute a quorum for the transaction of business, but no appropriation of money or any contract that requires an appropriation or disbursement of money shall be made, or no teacher employed or dismissed, unless a majority of all the members of the Board vote for it. (KRS 164.340).

C. As provided under Kentucky law, the Board may call an emergency special meeting.

**D.** Except when the Board has authorized a member or a committee to act on its behalf for a specific purpose, Board action must result from a decision of the whole. When a member or committee has been empowered to act for the Board, such action shall be reported at the next regular meeting of the Board for confirmation by the Board and recorded in the minutes.

**E.** The Board shall meet once per calendar quarter. Prior to each quarterly and special Board meeting, the President and/or Chair of the Board shall decide what shall be placed on the Consent Agenda. The following items will not be placed on the Consent Agenda: Audit (KRS 164.350); Budget and budget guidelines (KRS 164.350); acquisition and sale of property (KRS 164.410); and, recommendations for Promotion and Tenure (KRS 164.360).

**F.** The Agenda, including Consent Agenda, will be sent to all members a minimum of seven (7) days before the meeting. Any individual Board member shall have the right to remove any item from the Consent Agenda and place it on the Agenda for separate consideration by the Board.

**G.** The meetings of the Board and of all Board committees are considered as open meetings of a public agency as defined in KRS 61.805 and are subject to provisions of KRS 61.800 through 61.850 inclusive.

**H.** Meetings of the Board and of all Board committees will be conducted in conformance with the following provisions and procedures:

(1) A majority of the members of the Board constitutes a quorum.

(2) Routine Board action is taken by a voice vote, but a roll call will be taken on matters involving appropriations and disbursements of money, the granting of tenure, and dismissal of personnel. Actions requiring roll call votes require affirmative votes from a majority of the membership. A roll call may be requested by any Board member on other items of business.

(3) All meetings shall be conducted in general accordance with Robert's Rules of Order.

(4) The Board will conduct closed sessions from time to time as necessary and in accordance with state law, KRS 61.800 et seq.

## 9. <u>RECORDS OF THE BOARD (KRS 61.835, KRS 61.870 – 61.884, KRS 164.450)</u>,

For purposes of the Kentucky Open Records Act, the Secretary of the Board is the official custodian of the records of the Board. The Secretary of the Board, or their designee, shall keep and prepare all records, books and papers belonging to the Board and shall keep a journal of the proceedings of the Board. The minutes of action taken at every meeting of the Board, setting forth an accurate record of votes and actions at such meetings, shall be promptly recorded and such records shall be open to public inspection at reasonable times no later than immediately following the next meeting of the body.

## 10. <u>COMMUNICATIONS</u>

All communication by members of the University Community to the Board shall be transmitted through the Office of the President or as assigned by the President. While individual Board members may speak as to their opinion as an individual member, all official statements on behalf of the Board shall be issued by the Board Chair.

## 11. <u>AMENDMENTS TO BYLAWS</u>

These bylaws may be changed or amended at any meeting of the Board of Regents by a two-thirds vote of those present, provided notice of the substance of the proposed amendment is sent to all members at least fourteen (14) days before the meeting.

## I. Proposed Model Laboratory School Proposed Tuition Rates and Fees for Fiscal/Academic Year 2024-25

## II. Issue

Model Laboratory School tuition and fees are reviewed annually and are required to be established for fiscal/academic year 2024-25.

## III. Background and Process

Model Laboratory School's budget has been developed through the efforts of its Superintendent and administration, and in collaboration with the Eastern Kentucky University Finance & Administration Offices. Revenues are based upon appropriated funds and tuition and fees paid by students.

The tuition and fees recommendation for Model Laboratory School for fiscal/academic year 2024-25 is changing from the prior year. Please refer to *Attachment A* for the full schedule of proposed tuition and fees.

In emergency or unanticipated situations, the Superintendent, in consultation and collaboration with the Senior Vice President for Finance & Administration, may approve other necessary fees in the interim until the Eastern Kentucky University Board of Regents convenes and approves the interim action.

## IV. Alternatives

Alternatives include modifying Model Laboratory School tuition and fees more or less than proposed.

## V. President's Recommendation

It is the President's recommendation that the Board of Regents approve the recommended tuition and fees for fiscal/academic year 2024-25 for Model Laboratory School as proposed.

## **MODEL LABORATORY SCHOOL**

## AT EASTERN KENTUCKY UNIVERSITY

## Tuition and EKU Assessed Fees for 2024-25 Presented To the EKU Board of Regents on February 21, 2024

Amounts are Annual Totals	Preschool and Kindergarten	Grades 1 - 12	Gatton and Craft Student Rates
ENROLLMENT DEPOSIT (Non-refundable)	\$ 250	\$ 250	\$ 250
	PLUS	PLUS	
TUITION AND UNIVERSAL FEES TOTAL	<b>\$ 6,745</b> (\$674.50 per month for 10 months)	<b>\$ 4,400</b> (\$440.00 per month for 10 months)	
Tuition	\$ 6,395	\$ 3,780	
Textbook / Workbook / Materials Fee	\$ 200	\$ 185	
Technology Fee		\$ 285	
Asset Preservation Fee	\$ 100	\$ 100	
Class Fee (yearbook, class shirt)	\$ 50	\$ 50	

For returning Model students in good standing, a \$250 annual nonrefundable enrollment deposit is due by March 31 to secure enrollment for the next year. This annual enrollment deposit is **in addition** to any other tuition and fees and will not be applied to subsequent years.

For students enrolling at Model for the first time, the \$250 nonrefundable deposit is due within 48 hours of notification of acceptance. This enrollment deposit is **in addition** to any other tuition and fees.

Tuition will be billed over 10 months: August through May. **A minimum of 1/10th of the total tuition must be paid by the 20<sup>th</sup> of each month.** A late payment fee will be assessed for tuition payments not received by the due date. All other fees must be paid by May 20, 2025.

For partial-year students only: tuition will be prorated by months enrolled. Students who attend any portion of a month will be billed for that month. The universal fees are not prorated.

The annual **tuition** amount could include reduced discounts, if applicable. For example, families with multiple students enrolled at Model, the oldest student's tuition (only) will be reduced by 5%. Fees are not discounted. Students who would qualify for free/reduced price lunch may request to have fees (but not tuition) waived.

521 Lancaster Avenue, Richmond, KY 40475 • (859) 622-4000 • model.eku.edu

## Model Specialized Assessments for 2024-25

\$98* \$146* \$279* \$93* \$35	All AP exams except AP Seminar and AP Research AP Seminar and AP Research Per Instance	Org: 232204 Model Lab Textbooks Org: 232200 Model Lab Org: 232204 Model Lab
\$279* \$93*	AP Seminar and AP Research	Textbooks Org: 232200 Model Lab Org: 232204
\$279* \$93*	AP Research	Model Lab Org: 232204
\$93*	Per Instance	Model Lab Org: 232204
		Org: 232204
		U
\$35		Model Lab
\$35		Textbooks
	Ceramics, Visual Art I, Visual II, Ind.	Org: 616034
	Study in Art, AP Studio Art	Art Activity Fund MS0034- HS Art
\$75	Only assessed for athletes in a sport	Org: 232243
per sport	with a uniform rotation. (Soccer,	Model Lab
		Athletics
\$50		Org: 232243
per sport	with a uniform rotation. (Soccer,	Model Lab
	Basketball, Baseball, Softball, Track,	Athletics
\$200		Org: 232243
		Model Lab
per spore		Athletics
	Basketball, Baseball, Softball, Track,	
	Cross Country, Volleyball)	
\$50	Cap, Gown, Tassel, Diploma Cover	Org: 232242
		Model Lab Secondary
\$10		Org: 616034
ΨIU		MS0039
		Model
		Locks/Lockers
		Org: 232202
-		Model Lab
		Technology Org: 232204
		Model Textbooks
cost		
\$500 or	A minimum of \$500 or actual repair	Org: 232244
Actual	costs, whichever is greater, is charged	Model Lab Equip
	for vandalism.	& Main (Asset
-		Preservation)
		Org: 232245
		MS0050
cost		Model Library
Variable	Actual fee based on specific trip and activities.	
ŀ	\$200 per sport \$50 \$10 \$10 Actual replacement <u>cost</u> Actual replacement <u>cost</u> \$500 or Actual Replacement and Repair <u>Cost</u> Actual replacement cost	per sportwith a uniform rotation. (Soccer, Basketball, Baseball, Softball, Track, Cross Country, Volleyball) in High School Team (Varsity or JV)\$200Charged to any student athlete who does not return uniforms that are part of the uniform rotation (Soccer, Basketball, Baseball, Softball, Track, Cross Country, Volleyball)\$50Cap, Gown, Tassel, Diploma Cover\$10\$10\$10\$200 or actual repair cost\$50 or A minimum of \$500 or actual repair costA minimum of \$500 or actual repair cost, whichever is greater, is charged for vandalism.\$200 or VariableActual for vandalism.

Background Check Volunteer (non-	\$15*		Org: 232245
employee)			MS0002
			Model
			Background
			Checks
Background Check w/Fingerprint (non-	\$25*		Org: 232245
employee) *initial screening and at change			MS0002
of school (e.g. elementary to secondary)			Model
			Background
			Checks
PSAT (11 <sup>th</sup> graders only who elect to take it)	\$18*	Amount charged by The College Board	Org: 232204
			Model Lab
			Textbooks
Late Payment Charge	\$50	Required payments paid after the 20 <sup>th</sup>	Org: 232200
		of any month	Model Lab School
Returned Payment Charge	\$50	Per occurrence	Org: 232200
			Model Lab School
Credit Card Processing/Convenience Charge	4% of the		Org: 232200
	total		Model Lab School
	transaction		

\*These amounts are determined by external providers. They reflect the 2023-24 school year rates. Model Lab will adjust these rates to those assessed by external providers once those rates are established for 2024-25.

### **Other Notes**

Model Laboratory School assesses and collects additional dues for clubs, organizations, and activities for which students opt to join, be part of, or attend as well as for graduation regalia, class rings, school pictures, senior portraits, optional college entrance exams, spirit wear and memorabilia, snacks, etc. for which the school makes payment on behalf of the student.

These fees do not include any fees or charges assessed by the University's food service provider.

Model Laboratory Schools does not participate in the Federal School Lunch Program and, therefore, does not offer free and reduced-price lunch.

Students who apply for financial assistance/aid must apply and pay the review cost of \$33.00\* to the school's approved clearinghouse.

In emergency or unanticipated situations, the Superintendent may approve other necessary fees in the interim until the Board of Regents convenes and approves the fee schedule.

Upon parent request, the superintendent may approve deferment agreements and/or waiver of late fees in extenuating circumstances.

## Model Lab School Extended Learning Program For 2024-25 Preschool Through Grade 6

Registration/Enrollment/ Application (Annual)	\$50 per family
Full-Time Tuition Rate (Approximately 31 weeks weeks EKU is in session)	\$2,170 per child, per year** (\$217.00 per child, per month: August - May) **no multiple child discount offered
Emergency, Drop-In Tuition Rate	\$10 per child, per hour
Weeks Outside Regular EKU Calendar (if offered/available)	\$70 per child, per week
Late Charge on Past Due Accts, Per Month	\$50 per occurrence

## Summer Enrichment Program For 2024-25

Class Tuition	\$40 per course (1/2 day / 4-5 days) \$80 per course (full day / 4-5 days)
---------------	-------------------------------------------------------------------------------

### Summer School/Remediation – Secondary For 2024-25

Course Tuition\$125 per course
--------------------------------

	A	В	С	D	E	F	G	Н	I	J	К	L	М	N	0	Р	Q	R	S	Т	U	V	W
1 N	lodel Labora	tory School	Tuition and F	ees	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
2 A	pproved by	EKU BOR																2/22/19	6/30/20	12/10/20	12/1/21	12/2/22	Proposed
3																							
4 P	re-K																					Burrier	
5		Enrollment D	Deposit																			\$ 50.00	\$ 250.00
6		Tuition						\$ 3,828.00	\$ 4,494.00	\$ 4,594.00	\$ 4,594.00	\$ 4,712.00	\$ 4,830.00	\$ 4,830.00	\$ 4,830.00	\$ 5,072.00	\$ 5,072.00					\$ 6,556.00	\$ 6,395.00
7		Supplies/Tex	tbook/Workl	book				\$ -	\$ -	\$ -	\$ -	\$-	\$ -	\$ -	\$ -	\$ -	\$ -					\$ 100.00	\$ 200.00
8		Technology						\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00						\$-
9		Asset Preser	vation					\$ -	\$-	\$ -	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$ 100.00						\$ 100.00
10		Class Fee						\$ -	\$-	\$-	\$-	\$-	\$ -	\$-	\$-	\$ -	\$-						\$ 50.00
11		TOTAL (PK)						\$ 4,028.00	\$ 4,694.00	\$ 4,794.00	\$ 4,794.00	\$ 4,912.00	\$ 5,030.00	\$ 5,030.00	\$ 5,080.00	\$ 5,322.00	\$ 5,422.00					\$ 6,706.00	\$ 6,995.00
12																							
13 K	indergarten																						
14		Enrollment D	Deposit																		\$ 250.00	\$ 250.00	\$ 250.00
15		Tuition						\$ 2,180.00	\$ 2,289.00	\$ 2,323.00	\$ 2,323.00	\$ 2,440.00	\$ 3,440.00	\$ 3,440.00	\$ 3,440.00	\$ 3,612.00	\$ 3,612.00	\$ 3,612.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,785.00	\$ 6,395.00
16		Supply/Textb	ook/Workbo	ok				\$-	\$-	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 200.00
17		Technology						\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ -
18		Asset Preser	vation					\$-	\$-	\$ -	\$ -	\$ -	\$ -	\$-	\$-	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
19		Class Fee						\$-	\$-	\$ -	\$-	\$-	\$ -	\$ -	\$-	\$ -	\$-	\$-	\$ -	\$ -	\$ -	\$-	\$ 50.00
20		TOTAL (K)						\$ 2,380.00	\$ 2,489.00	\$ 2,523.00	\$ 2,623.00	\$ 2,740.00	\$ 3,740.00	\$ 3,740.00	\$ 3,790.00	\$ 3,962.00	\$ 4,062.00	\$ 4,062.00	\$ 4,250.00	\$ 4,250.00	\$ 4,500.00	\$ 4,585.00	\$ 6,995.00
21																							
22 G	rades 1-8																						
23		Enrollment D	Deposit																		\$ 250.00		\$ 250.00
24		Tuition			\$ 1,815.00			\$ 1,993.00	\$ 2,093.00	\$ 2,124.00	\$ 2,124.00	\$ 2,230.00		\$ 3,231.00	\$ 3,231.00	\$ 3,393.00	\$ 3,393.00	\$ 3,393.00	\$ 3,415.00	\$ 3,415.00	\$ 3,415.00	\$ 3,700.00	,
25		Textbook/W	orkbook		\$ -			\$ -	\$-	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 175.00	
26		Technology			\$ 100.00			\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 285.00
27		Asset Preser	vation		\$ -			\$ -	\$-	\$-	\$ -	\$ -	\$ -	\$-	\$-	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
28		Class Fee						\$ -	\$-	\$ -	\$-	\$-	\$-	\$ -	\$-	\$ -	\$-	\$-	\$ -	\$-	\$ -	\$ -	\$ 50.00
29		TOTAL (1-8)			\$ 1,915.00			\$ 2,193.00	\$ 2,293.00	\$ 2,324.00	\$ 2,424.00	\$ 2,530.00	\$ 3,531.00	\$ 3,531.00	\$ 3,581.00	\$ 3,743.00	\$ 3,843.00	\$ 3,843.00	\$ 3,995.00	\$ 3,995.00	\$ 4,245.00	\$ 4,500.00	\$ 4,650.00
30																							
31 <b>G</b>	rades 9-12																						
32		Enrollment D	Deposit								-	-									\$ 250.00		
33		Tuition			\$ 1,815.00			\$ 1,993.00		\$ 2,124.00	\$ 2,124.00	\$ 2,251.00					\$ 3,415.00		\$ 3,415.00		\$ 3,415.00	\$ 3,700.00	. ,
34		Textbook/W	orkbook		\$ 80.00			\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 205.00	\$ 205.00	\$ 205.00	\$ 175.00	\$ 185.00
35		Technology			\$ 100.00			\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 285.00
36		Asset Preser	vation	I	\$ -		I	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$ -	\$-	\$ -	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
37		Class Fee						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50.00
38		TOTAL (9-12	)		\$ 1,995.00			\$ 2,293.00	\$ 2,393.00	\$ 2,474.00	\$ 2,474.00	\$ 2,601.00	\$ 3,652.00	\$ 3,652.00	\$ 3,702.00	\$ 3,865.00	\$ 3,965.00	\$ 3,965.00	\$ 3,995.00	\$ 3,995.00	\$ 4,245.00	\$ 4,500.00	\$ 4,650.00
39																							<u> </u>

## Eastern Kentucky University Office of Development and Alumni Engagement

JONES 324, COATES CPO 19A | 521 LANCASTER AVE, RICHMOND, KY 40475

859-622-GIVE | WWW.DEVELOPMENT.EKU.EDU

DATE: February 12, 2024

TO: EKU Board of Regents

FROM: Mary Beth Neiser, Vice President for Development and Alumni Engagement and Executive Director, EKU Foundation

RE: Endowment Match Request

For the 2022-24 biennium, the Kentucky General Assembly approved a \$10 million appropriation for the Comprehensive University Excellence Trust Fund (22 RS, HB 1). Eastern Kentucky University is eligible for \$2,227,800 in matching funds for STEM+H fields. At least 50 percent of program funds must be endowed for the purpose of supporting chairs or professorships, or research staff and infrastructure that directly support the research activities of an endowed chair or professor. No more than 50 percent of program funds may be endowed for the purpose of supporting mission support activities or graduate fellowships or undergraduate scholarships.

We submitted the first request for \$509,000 last fall and are now ready to submit a second request totaling \$220,000. All the documentation for the second request follows. Thank you for your consideration to approve these requests.





# Endowment Match Program Match Request Form – Part A

Please complete a separate form for each endowment established or expanded with program funds for which state matching funds are requested. Attach supporting documentation, including Notice of Board Approval, photocopies of checks received, deposit documentation, or listings of gifts and pledges received by source and by date, donor pledge agreements (if applicable), and signed endowment gift agreements.

Eastern Ke	entucky University	2/23/2024
Institution		Request Date
Manufactu	ring Engineering Inaugural Endowed Scholarshi	p Fund
Title of End	dowment	
s this a nev	w endowment or an expansion of an existing end	dowment?
⊠ New	Existing (Provide date	e established)
What activit	y will this endowment support? (Please check a	all that apply)
Quantity	Activity	11 57
	□ Chair(s)	
	Professorship(s)	
	Research Scholar(s) (at Research Univer	sities only)
	Research Staff	
	Graduate fellowship(s)	
	☑ Undergraduate scholarship(s) (at Compre	hensive Universities only)
	Research Infrastructure	
	Mission support project(s)	

For what college, school, center, or department will the spending distribution be used? Manufacturing Engineering, College of STEM

**Organizational Unit** 

What academic program or programs will be supported by the endowment? *Please provide Classification of Instructional Program code(s) and description(s) below. Reference: <u>CPE's List of active program CIP codes.</u>* 

Program Code 15.0614	Program Description Manufacturing Engineering

(Add rows to the table above as necessary.)

Which of the following areas of emphasis will be supported by this endowment? (Please check only one)

□ Science

□ Mathematics

□ Health

- □ Technology
- ⊠ Engineering
- Language included in HB 1 stipulates that 100 percent of 2022-2024 Endowment Match Program funds must be used to support programs and initiatives in the STEM+H fields.

Which of the following outcomes are expected from the endowment? (*Please check all that apply*)

- □ Create new businesses that increase the number of good jobs in Kentucky.
- □ Create a critical mass of scholars who can influence the national research agenda.
- Promote interdisciplinary, problem solving, or applied research activities.
- Establish partnerships in the technologies, engineering, and applied sciences.
- □ Other Please specify:



# Endowment Match Program Notice of Board Approval – Part B

## Eastern Kentucky University Institution Name

Council guidelines stipulate that the boards of trustees and boards of regents of Kentucky's public universities are responsible for oversight of the Endowment Match Program on their respective campuses. The governing boards are required to review and approve all donations, gifts, and pledges that will be matched with state funds and used to establish new endowments or expand existing endowments under the Bucks for Brains program. Furthermore, the boards are charged with ensuring that the purposes of each endowment and sources of matching funds comply with Council guidelines and serve the public good.

As designated by the signature below, *Eastern Kentucky University* hereby notifies the Council on Postsecondary Education that it has received donations, gifts, and pledges in the amount of \$60,000 from multiple donors that will be used to *establish a new endowment* supporting the *Manufacturing Engineering Inaugural Endowed Scholarship Fund* for which it is submitting a request for state matching funds under the Bucks for Brains Program. Furthermore, the university's *Board of Regents* has acknowledged its responsibility for oversight of the endowment established or expanded with these funds in accordance with Council guidelines and procedures and has reviewed and approved the sources and intended uses of these funds.

Typed Signature	
Michael R. Eaves	
Title of University Representative	
Chair, EKU Board of Regents	
Date	

Please use the email *melissa.grinstead@eku.edu* for questions relating to this submission.

DocuSign Envelope ID: 8F92BC1D-077C-4217-A498-9E0E5C1812CE



### MEMORANDUM OF UNDERSTANDING BETWEEN THE COLLEGE OF SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS; THE EASTERN KENTUCKY UNIVERSITY FOUNDATION; AND EASTERN KENTUCKY UNIVERSITY TO ESTABLISH A FUND KNOWN AS THE MANUFACTURING ENGINEERING INAUGURAL ENDOWED SCHOLARSHIP FUND

This AGREEMENT is made the 17<sup>th</sup> day of August 2023 by and between the College of Science, Technology, Engineering, and Mathematics (College of STEM); Eastern Kentucky University (the University), a public higher education institution, and the Eastern Kentucky University Foundation (the Foundation or EKUF), a Kentucky non-profit corporation described in Section 501(c)3 of the Internal Revenue Code, to establish an endowed fund for the benefit of the EKUF and the University.

### WITNESSETH:

WHEREAS, the College of STEM desires to establish a fund to support the mission of the University and the Foundation; and

WHEREAS, the University and the Foundation is willing to accept such a fund in accordance with the provisions of this agreement,

NOW, THEREFORE, the parties agree as follows:

- 1. Multiple gifts in cash or property acceptable to the Foundation, in one or more transfers in accordance with the provisions of this agreement may be received. Donors may at any time, by gift, bequest, or otherwise, make additional gifts to the Foundation to be added to this fund and to be administered in accordance with this agreement.
- 2. The fund established by this agreement shall be known as The Manufacturing Engineering Inaugural Endowed Scholarship Fund.
- 3. The fund will be utilized through the University Development Office in accordance with policies and guidelines established by the Foundation and the University according to the criteria as provided in Paragraph 4.
- 4. The Foundation agrees to accept such gifts and agrees to establish an account according to the terms of this agreement and annually distribute the funds in accordance with the provisions in this agreement. Preference will be given to students who meet the following criteria:

- Full-time student in good standing at EKU and enrolled in the Manufacturing Engineering Program
- Provide evidence of high academic aptitude and potential in Mathematics
- The scholarship may be awarded to one or more students
- Award recommendations will be coordinated by the program director with consultation from departmental faculty
- 5. The Foundation will utilize funds (and/or with appropriate recommendations of the appropriate University department) using the above standards.
- 6. The fund is subject to all Foundation Fund Administration Policies, Procedures and Guidelines, which will be provided to Donor(s) in writing upon request.
- 7. In the event that the stated purpose of the fund as described in this agreement can no longer be met or carried out, or it is impractical or inappropriate due to changing conditions, the Foundation is authorized and empowered in its sole discretion to utilize the funds for such alternate purposes that may be deemed proper, provided the fund shall continue to be named as designated above and the amended terms shall adhere as closely as possible to the funds original intent expressed in this agreement.
- 8. This agreement shall be governed by the laws of the Commonwealth of Kentucky. Any part of this agreement deemed to be unenforceable or illegal shall be stricken and the remainder of the agreement shall remain in full force.
- 9. This agreement may be modified by written amendment signed by all parties.
- 10. For good and valuable consideration and not withstanding any prior agreements or instructions providing otherwise, the parties covenant and agree as outlined above on behalf of themselves and their heirs, personal representatives, trustees, successors and assigns.
- 11. This gift and subsequent gifts to this fund shall be recognized in a manner consistent with the University's recognition program.

DocuSigned by:

Dr. Tom Otieno Dean, College of STEM DocuSigned by:

Mary Beth Miser

Mary Beth Neiser Vice President for Development and Alumni Engagement Eastern Kentucky University Executive Director, EKU Foundation 8/17/2023

Date

8/17/2023

Date

-DocuSigned by: T. McFaillin

Dr. David T. McFaddin, President Eastern Kentucky University 8/17/2023

Date

Prepared By: Shelley Ward Senior Director of Major and Planned Gifts Shelley.ward@eku.edu 859-622-8090



# Endowment Match Program Match Request Form – Part A

Please complete a separate form for each endowment established or expanded with program funds for which state matching funds are requested. Attach supporting documentation, including Notice of Board Approval, photocopies of checks received, deposit documentation, or listings of gifts and pledges received by source and by date, donor pledge agreements (if applicable), and signed endowment gift agreements.

Eastern Kentu	ucky University	2/23/2024
Institution		Request Date
Dr. Suzanne I	Byrd Endowed Scholarship	
Title of Endov	vment	
Is this a new e	ndowment or an expansion of an existing endowme	nt?
□ New	Existing (Provide data and the second secon	ate established)
What activity w	vill this endowment support? (Please check all that a	apply)
Quantity	Activity	
	Chair(s)	Constant Security
	Professorship(s)	i i san an a
	□ Research Scholar(s) (at Research Universities of	nly)
	Research Staff	
	Graduate fellowship(s)	
	☑ Undergraduate scholarship(s) (at Comprehensiv	e Universities only)
	Research Infrastructure	
	Mission support project(s)	

For what college, school, center, or department will the spending distribution be used? Biomedical Sciences or Occupational Sciences, College of STEM

**Organizational Unit** 

What academic program or programs will be supported by the endowment? *Please provide Classification of Instructional Program code(s) and description(s) below. Reference: <u>CPE's List of active program CIP codes.</u>* 

Program Code	Program Description
51.xxxx	Health Professions and Related Programs
26.xxxx	Biological and Biomedical Sciences

(Add rows to the table above as necessary.)

Which of the following areas of emphasis will be supported by this endowment? (*Please check only one*)

	Mathematics
Technology	⊠ Health

Language included in HB 1 stipulates that 100 percent of 2022-2024 Endowment Match Program funds must be used to support programs and initiatives in the STEM+H fields.

Which of the following outcomes are expected from the endowment? (*Please check all that apply*)

□ Create new businesses that increase the number of good jobs in Kentucky.

□ Create a critical mass of scholars who can influence the national research agenda.

Promote interdisciplinary, problem solving, or applied research activities.

Establish partnerships in the technologies, engineering, and applied sciences.

□ Other Please specify:

83 2



# Endowment Match Program Notice of Board Approval – Part B

### Eastern Kentucky University Institution Name

Council guidelines stipulate that the boards of trustees and boards of regents of Kentucky's public universities are responsible for oversight of the Endowment Match Program on their respective campuses. The governing boards are required to review and approve all donations, gifts, and pledges that will be matched with state funds and used to establish new endowments or expand existing endowments under the Bucks for Brains program. Furthermore, the boards are charged with ensuring that the purposes of each endowment and sources of matching funds comply with Council guidelines and serve the public good.

As designated by the signature below, *Eastern Kentucky University* hereby notifies the Council on Postsecondary Education that it has received donations, gifts, and pledges in the amount of \$10,000 from **Example** that will be used to *expand an existing endowment* supporting the *Dr. Suzanne Byrd Endowed Scholarship* for which it is submitting a request for state matching funds under the Bucks for Brains Program. Furthermore, the university's *Board of Regents* has acknowledged its responsibility for oversight of the endowment established or expanded with these funds in accordance with Council guidelines and procedures and has reviewed and approved the sources and intended uses of these funds.

Typed Signature	
Michael R. Eaves	
Title of University Representative	
Chair, EKU Board of Regents	
Date	

Please use the email *melissa.grinstead@eku.edu* for questions relating to this submission.



MEMORANDUM OF UNDERSTANDING BETWEEN BARRY BYRD, THE EASTERN KENTUCKY UNIVERSITY FOUNDATION, AND EASTERN KENTUCKY UNIVERSITY TO ESTABLISH A FUND KNOWN AS DR. SUZANNE BYRD ENDOWED SCHOLARSHIP.

This AGREEMENT is made the 4<sup>th</sup> day of April 2023 by and between **Sector**, Eastern Kentucky University (the University), a public higher education institution, and the Eastern Kentucky University Foundation (the Foundation or EKUF), a Kentucky non-profit corporation described in Section 501(c)3 of the Internal Revenue Code, to establish an endowed fund for the benefit of the EKU Foundation and the University.

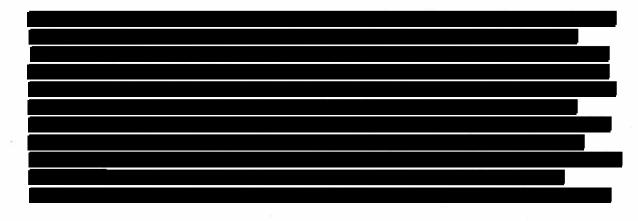
### WITNESSETH:

WHEREAS friends and family members of Suzanne Byrd desire to establish a fund to support the mission of the University and the Foundation; and

WHEREAS the University and the Foundation is willing to accept such a fund in accordance with the provisions of this agreement,

NOW, THEREFORE, the parties agree as follows:

- 1. Multiple gifts in cash or property acceptable to the Foundation, in one or more transfers in accordance with the provisions of this agreement may be received. Donors may at any time, by gift, bequest, or otherwise, make additional gifts to the Foundation to be added to this fund and to be administered in accordance with this agreement.
- 2. The fund established by this agreement shall be known as the Dr. Suzanne Byrd Endowed Scholarship Fund.





- 3. The fund will be utilized through the University Development Office in accordance with policies and guidelines established by the Foundation and the University according to the criteria as provided in Paragraph 4.
- 4. The Foundation agrees to accept such gifts and agrees to establish an account according to the terms of this agreement and annually distribute the funds in accordance with the provisions in this agreement.
  - Applications are required and must be received using the formal Eastern Kentucky University scholarship application process.
  - Must be a rising senior majoring in the B.S. degree in Biomedical Sciences in the Department of Biological Sciences or the B.S. degree in Occupational Science in the Department of Occupational Science and Occupational Therapy.
  - Minimum 3.2 GPA required; preference will be given to students displaying financial need as defined by Eastern Kentucky Office of Financial Aid.
  - Awards will be alternated between majors in the fall semester on the following basis: odd years will be awarded to students majoring in Occupational Science; even years will be awarded to students majoring in Biomedical Sciences.
  - Selection of awardees is to be made by the academic department granting the award that year.
  - This scholarship is non-renewable.
- 5. The Foundation will utilize funds (and/or with appropriate recommendations of the appropriate University department) using the above standards.
- 6. The fund is subject to all Foundation Fund Administration Policies, Procedures and Guidelines, which will be provided to Donor(s) in writing upon request.
- 7. In the event that the stated purpose of the fund as described in this agreement can no longer be met or carried out, or it is impractical or inappropriate due to changing conditions, the Foundation is authorized and empowered in its sole discretion to utilize the funds for such alternate purposes that may be deemed proper, provided the fund shall continue to be named as designated above and the amended terms shall adhere as closely as possible to the funds original intent expressed in this agreement.
- 8. This agreement shall be governed by the laws of the Commonwealth of Kentucky. Any part of this agreement deemed to be unenforceable or illegal shall be stricken and the remainder of the agreement shall remain in full force.
- 9. This agreement may be modified by written amendment signed by all parties.

- 10. For good and valuable consideration and not withstanding any prior agreements or instructions providing otherwise, the parties covenant and agree as outlined above on behalf of themselves and their heirs, personal representatives, trustees, successors and assigns.
- 11. This gift and subsequent gifts to this fund shall be recognized in a manner consistent with the University's recognition program.

5 027 Date

Dr. Tom Otieno, Dean Eastern Kentucky University College of Science, Technology, Engineering and Mathematics

Betina Gardner Vice President for Development and Alumni Engagement Eastern Kentucky University Executive Director, EKU Foundation

Dr. David T. McFaddin, President Eastern Kentucky University

-20-2023

Date

Prepared By:

Shelley Ward Senior Director of Major and Planned Gifts Shelley.ward@eku.edu 859-622-8090



# Endowment Match Program Match Request Form – Part A

Please complete a separate form for each endowment established or expanded with program funds for which state matching funds are requested. Attach supporting documentation, including Notice of Board Approval, photocopies of checks received, deposit documentation, or listings of gifts and pledges received by source and by date, donor pledge agreements (if applicable), and signed endowment gift agreements.

ntucky University	2/23/2024
	Request Date
with Destiny ROTC Scholarship Fund	
owment	
endowment or an expansion of an existing end	owment?
⊠ Existing10/21/2022(/	Provide date established)
9. 2	
will this endowment support? (Please check al	ll that apply)
Activity	
Chair(s)	
Professorship(s)	
Research Scholar(s) (at Research University)	sities only)
Research Staff	
Graduate fellowship(s)	
☑ Undergraduate scholarship(s) (at Compret	nensive Universities only)
Research Infrastructure	No Part Street Street, 1
□ Mission support project(s)	
,	<ul> <li>with Destiny ROTC Scholarship Fund</li> <li>owment</li> <li>endowment or an expansion of an existing end</li> <li>⊠ Existing10/21/2022(i)</li> <li>will this endowment support? (<i>Please check al</i> Activity</li> <li>□ Chair(s)</li> <li>□ Professorship(s)</li> <li>□ Research Scholar(s) (at Research Universe</li> <li>□ Research Staff</li> <li>□ Graduate fellowship(s)</li> <li>⊠ Undergraduate scholarship(s) (at Compretended</li> </ul>

For what college, school, center, or department will the spending distribution be used? ROTC, College of Justice, Safety, and Military Science

**Organizational Unit** 

What academic program or programs will be supported by the endowment? *Please provide Classification of Instructional Program code(s) and description(s) below. Reference: <u>CPE's List of active program CIP codes.</u>* 

Program Code 29.0399	Program Description Military Applied Science, Other	

(Add rows to the table above as necessary.)

Which of the following areas of emphasis will be supported by this endowment? (*Please check only one*)

⊠ Science	Mathematics
Technology	Health

Language included in HB 1 stipulates that 100 percent of 2022-2024 Endowment Match Program funds must be used to support programs and initiatives in the STEM+H fields.

Which of the following outcomes are expected from the endowment? (*Please check all that apply*)

Create new businesses that increase the number of good jobs in Kentucky.

Create a critical mass of scholars who can influence the national research agenda.

Promote interdisciplinary, problem solving, or applied research activities.

Establish partnerships in the technologies, engineering, and applied sciences.

□ Other Please specify:



# Endowment Match Program Notice of Board Approval – Part B

# Eastern Kentucky University

Institution Name

Council guidelines stipulate that the boards of trustees and boards of regents of Kentucky's public universities are responsible for oversight of the Endowment Match Program on their respective campuses. The governing boards are required to review and approve all donations, gifts, and pledges that will be matched with state funds and used to establish new endowments or expand existing endowments under the Bucks for Brains program. Furthermore, the boards are charged with ensuring that the purposes of each endowment and sources of matching funds comply with Council guidelines and serve the public good.

As designated by the signature below, *Eastern Kentucky University* hereby notifies the Council on Postsecondary Education that it has received donations, gifts, and pledges in the amount of \$25,000 from **Exercise** that will be used to *expand an existing endowment* supporting the *Rendevous with Destiny ROTC Scholarship Fund* for which it is submitting a request for state matching funds under the Bucks for Brains Program. Furthermore, the university's *Board of Regents* has acknowledged its responsibility for oversight of the endowment established or expanded with these funds in accordance with Council guidelines and procedures and has reviewed and approved the sources and intended uses of these funds.

Typed Signature	
Michael R. Eaves	
Title of University Representative	
Chair, EKU Board of Regents	
Date	

Please use the email *melissa.grinstead@eku.edu* for questions relating to this submission.



ENDOWMENT AGREEMENT ESTABLISHING THE EASTERN KENTUCKY UNIVERSITY ARMY ROTC RENDEVOUS WITH DESTINY ENDOWED SCHOLARSHIP A PERMANENTLY RESTRICTED FUND AT EASTERN KENTUCKY UNIVERSITY AND THE EASTERN KENTUCKY UNIVERSITY FOUNDATION

This ENDOWMENT AGREEMENT is made the 21st day of October, 2022 by and between the education institution, and the Eastern Kentucky University Foundation (the Foundation or EKUF), a Kentucky non-profit corporation described in Section 501(c)(3) of the Internal Revenue Code, to establish an endowment fund for the benefit of EKUF and the University.

#### WITNESSETH:

WHEREAS, the Donor desires to establish an endowment fund to support the mission of the University and the Foundation; and

WHEREAS, the University and the Foundation is willing to accept such an endowment fund in accordance with the provisions of this agreement,

NOW, THEREFORE, the parties agree as follows:

- 1. The Donor gives, assigns and transfers to the Foundation twenty-five thousand dollars \$25,000 in cash or property acceptable to the Foundation, in one or more transfers in accordance with the provisions of this agreement. The Donor or others may at any time, by gift, bequest, or otherwise, make additional gifts to the Foundation to be added to this endowment fund and to be administered in accordance with this agreement.
- 2. The endowment fund established by this agreement shall be known as the Eastern Kentucky University Army ROTC Rendezvous with Destiny Endowed Scholarship.
- 3. Until such time as the endowment fund's balance equals \$25,000, the Donor and the Foundation agree that disbursement as defined by the Spending Policy will not be made. Once the \$25,000 threshold has been met, and the fund has at least one year to accumulate sufficient investment growth and earnings, the scholarship will be awarded through the University Scholarship Office in

accordance with policies and guidelines established by the Foundation and the University according to the criteria as provided in Paragraph 4.

- 4. The Foundation hereby accepts such gifts and agrees to hold, manage, control, invest and reinvest such gifts in an endowment fund in accordance with policies and guidelines established from time to time by the Foundation and the University. Spendable disbursements from the endowment fund determined in accordance with spending policies established by the Foundation and University will be used for scholarship awards to students. Student recipients must be admitted to the University in accordance with standard University procedures and admissions criteria and be in pursuit of a degree. In awarding the Eastern Kentucky University Army ROTC Rendezvous with Destiny Endowed Scholarship criteria are as follows:
  - The purpose of the contributions to Eastern Kentucky University is to establish the Eastern Kentucky University Army ROTC Rendezvous with Destiny Scholarship to assist the Eastern Kentucky University Army Reserve Officer Training Corps (ROTC) program to attract and retain candidates desiring to become a commissioned officer in the United States Army. The scholarship will provide financial support to select Army ROTC students as chosen by the Colonels Battalion Scholarship Board or its successor student evaluation panels convened by the Professor of Military Science. One scholarship will be awarded to one student in the fall semester and one scholarship will be awarded to one student in the spring semester.
  - A scholarship recipient will be determined to have exceptional military leadership potential as evaluated by the Colonels Battalion Scholarship Board or its successor student evaluation panels convened by the Professor of Military Science.
  - A scholarship recipient will have a qualifying financial need as determined by the Eastern Kentucky University Office of Financial Aid and Office of University Scholarships.
  - A scholarship recipient will be classified as an Army ROTC MS I or MS II cadet.
  - A scholarship recipient will have a minimum cumulative Grade Point Average of 2.5.
  - A scholarship recipient will attain a minimum passing score in the Army Combat Fitness Test or successor equivalent fitness test.
- 5. Final awarding authority rests with the University Scholarship Office. Should the recipient, at any time prior to the semester in which he/she receives the scholarship, cease to meet the stated criteria, the University Scholarship Office may revoke its awarding of said scholarship. The University Scholarship Office will make awards (and/or with appropriate recommendations of the appropriate University department) using the above standards.

- 6. The fund is subject to all Foundation Fund Administration Policies, Procedures and Guidelines, which will be provided to the Donor in writing.
- 7. In the event that the stated purpose of the Donor as described in this agreement can no longer be met or carried out, or it is impractical or inappropriate due to changing conditions, the Donor authorizes and empowers the Foundation in its sole discretion to utilize the endowment funds for such alternate purposes that may be deemed proper, provided the fund shall continue to be named as designated above and the amended terms shall adhere as closely as possible to the Donor's original intent expressed in this agreement.
- 8. If the contributions to this fund do not reach \$25,000 within five years from the date the Rendezvous with Destiny Endowed Scholarship was established, the Donor will be notified and given an additional six months to fully fund the endowment. If after five years and six months the fund is not fully funded, the fund will be closed and accumulated contribution(s) will be transferred to the Eastern Kentucky University General Endowed Scholarship Fund.
- 9. This agreement shall be governed by the laws of the Commonwealth of Kentucky. Any part of this agreement deemed to be unenforceable or illegal shall be stricken and the remainder of the agreement shall remain in full force. This agreement may be modified by written amendment signed by all parties.
- 10. For good and valuable consideration and not withstanding any prior agreements or instructions providing otherwise, the parties covenant and agree as outlined above on behalf of themselves and their heirs, personal representatives, trustees, successors and assigns.
- 11. This gift and subsequent gifts to this fund shall be recognized in a manner consistent with the University's recognition program.
  - □ The donor gives approval to the publication of the donor's name in appropriate media.
  - □ The donor prefers to be listed as anonymous in regard to media publications or required release of donor information.



10/21/2022

Date

10/21/2022

Date

Docusigned by: Beliner Gardour

11/16/2022

Date

Betina Gardner Vice President for Development and Alumni Engagement Eastern Kentucky University Executive Director, EKU Foundation

-DocuSigned by: David T. McFaultin

Dr. David T. McFaddin, President Eastern Kentucky University 11/18/2022

Date

Prepared by

Shelley Ward Senior Director of Major and Planned Gifts <u>Shelley.ward@eku.edu</u> 859-622-8090



# Endowment Match Program Match Request Form – Part A

Please complete a separate form for each endowment established or expanded with program funds for which state matching funds are requested. Attach supporting documentation, including Notice of Board Approval, photocopies of checks received, deposit documentation, or listings of gifts and pledges received by source and by date, donor pledge agreements (if applicable), and signed endowment gift agreements.

Eastern K	entucky University	2/23/2024	
Institution		Request Date	
Dr. F. Dou	Iglas Scutchfield Scholars Endowed Fund		
Title of En	dowment		
Is this a ne	w endowment or an expansion of an existing en	dowment?	
□ New	⊠ Existing12/29/2004	(Provide date established)	
What activi	ty will this endowment support? (Please check	all that apply)	
Quantity	Activity		
	Chair(s)		
	Professorship(s)		
	Research Scholar(s) (at Research Unive	rsities only)	
	Research Staff		
	□ Graduate fellowship(s)		
	☑ Undergraduate scholarship(s) (at Compre	ehensive Universities only)	
	Research Infrastructure		
	□ Mission support project(s)		

For what college, school, center, or department will the spending distribution be used? Pre-med or public health, College of STEM

**Organizational Unit** 

What academic program or programs will be supported by the endowment? *Please provide Classification of Instructional Program code(s) and description(s) below. Reference: <u>CPE's List of active program CIP codes.</u>* 

Program Code	Program Description
51.xxxx	Health Professionals and Related Programs
26	

(Add rows to the table above as necessary.)

Which of the following areas of emphasis will be supported by this endowment? (Please check only one)

⊠ Science	Mathematics
Technology	⊠ Health
Engineering	

Language included in HB 1 stipulates that 100 percent of 2022-2024 Endowment Match Program funds must be used to support programs and initiatives in the STEM+H fields.

Which of the following outcomes are expected from the endowment? (*Please check all that apply*)

- □ Create new businesses that increase the number of good jobs in Kentucky.
- Create a critical mass of scholars who can influence the national research agenda.

□ Promote interdisciplinary, problem solving, or applied research activities.

Establish partnerships in the technologies, engineering, and applied sciences.

□ Other Please specify:



# Endowment Match Program Notice of Board Approval – Part B

### Eastern Kentucky University Institution Name

Council guidelines stipulate that the boards of trustees and boards of regents of Kentucky's public universities are responsible for oversight of the Endowment Match Program on their respective campuses. The governing boards are required to review and approve all donations, gifts, and pledges that will be matched with state funds and used to establish new endowments or expand existing endowments under the Bucks for Brains program. Furthermore, the boards are charged with ensuring that the purposes of each endowment and sources of matching funds comply with Council guidelines and serve the public good.

As designated by the signature below, *Eastern Kentucky University* hereby notifies the Council on Postsecondary Education that it has received donations, gifts, and pledges in the amount of \$25,000 from **Constitution** that will be used to *expand an existing endowment* supporting the *Dr. F. Douglas Scutchfield Scholars Endowed Fund* for which it is submitting a request for state matching funds under the Bucks for Brains Program. Furthermore, the university's *Board of Regents* has acknowledged its responsibility for oversight of the endowment established or expanded with these funds in accordance with Council guidelines and procedures and has reviewed and approved the sources and intended uses of these funds.

Typed Signature	
Michael R. Eaves	
Title of University Representative	
Chair, EKU Board of Regents	
Date	

Please use the email *melissa.grinstead@eku.edu* for questions relating to this submission.

Endowed Scholarship Fund Agreement Between Endowed Eastern Kentucky University and the Eastern Kentucky University Foundation

The following sets forth the agreement between **Sector Construction**, (hereinafter referred to as the "Donor"), Eastern Kentucky University (hereinafter referred to as the "University") and the Eastern Kentucky University Foundation (hereinafter referred to as the "Foundation") as to the (I) Purpose, (II) Schedule and Form of Contributions, (III) Recognition, (IV) Administration, (V) Entirety of Agreement and (VI) Publication Consent regarding the scholarship fund created herein.

#### I. Purpose

12.

The purpose of the \$25,000 gift to Eastern Kentucky University will be to create the F. Douglas Scutchfield Scholars Endowed Fund. This endowment is established by the donor to offer financial support to a student fitting the following criteria:

- The student must be a major in premedicine entering his or her junior or senior year at Eastern Kentucky University OR a graduate student in the public health area enrolled at Eastern Kentucky University.
- The student must be a resident of Floyd County, KY or have significant ties to that county.
- The student must possess outstanding leadership skills, career potential, academic achievement and financial need.

The selection of the student recipient shall be determined by Eastern's Scholarship Office after consultation with the Premed Advisor and Director of Public Health Program.

#### II. Schedule and Form of Contributions

The Donor(s) initial \$10.000 gift will transpire in December, 2004 with the \$15,000 balance to be paid in full before December, 2008. The fund may be added to at any time. All payments shall be directed to the Eastern Kentucky University Foundation in care of the development office. Only interest accrued shall be utilized to ensure the fund's perpetuity.

#### III. Recognition

This gift and subsequent gifts to this fund shall be credited and recognized in a manner consistent with the University's donor recognition program.

#### IV. Administration

The Foundation is a 501(c)(3) organization under the guidelines and regulations of the Internal Revenue Service. The Foundation will establish an account according to the terms of this Agreement and annually distribute the funds therein in accordance with the provisions herein; as well as, the laws of the Commonwealth of Kentucky and the governing documents of the Foundation, as amended from time to time.

The endowment income spending policy, currently up to 5% of a three year rolling average of the fund, will be applied by the Foundation. Such policy will be monitored by the Investment committee of this Foundation and may be amended in accordance with market conditions; earnings above 5% will be reinvested in the corpus to insure long-term growth and purchasing power for the fund. In any year that a suitable candidate is not available for scholarship award, the fund's interest will be added to the corpus.

Under no condition will monies given to the Scutchfield Scholars Endowed Fund be used in any manner inconsistent with the provisions herein.

#### V. Entirety

This Agreement represents the entire agreement between the parties hereto. All revisions or modifications to the Agreement must be agreed upon in writing by all parties hereto.

#### VI. Publication Consent

5.

2. ·\*

- □ Yes, the donor gives approval to the publication of the donor name(s) in appropriate media.
- ☑ No, the donor prefers to be listed as anonymous in regard to media publications or required release of donor information.

27 Dec OU Date

20/01 Date

Staff Liaison Eastern Kentucky University Foundation

Joanne K. Glasser President of Eastern Kentucky University

Date



ADDENDUM

AMI NDING THE **DR. F. DOUGLAS SCUTCHFIELD SCHOLARS ENDOWED FUND.** A PERMANENTLY RESTRICTED FUND AT EASTERN KENTUCKY UNIVERSITY AND THE EASTERN KENTUCKY UNIVERSITY FOUNDATION

This AGREEMENT ADDENDUM is made the 4th day of December 2023 by and between the formation (the Donor), Eastern Kentucky University (the University), a public higher education institution, and the Eastern Kentucky University Foundation (the Foundation or EKUF), a Kentucky non-profit corporation described in Section 501(c)(3) of the Internal Revenue Code, to establish a fund for the benefit of EKUF and the University. This document amends the original documented on December 27, 2004.

### WITNESSETH:

WHEREAS, the Donor desires to amend the fund to support the mission of the University and the Foundation; and

WHEREAS, the University and the Foundation is willing to accept such an amendment in accordance with the provisions of this agreement,

NOW, THEREFORE, the parties agree as follows:

- 1. The Donor and the University agree to amend and clarify criteria for the Dr. F. Douglas Scutchfield Scholars Endowed Fund.
- 2. The fund originally established by this agreement had the intent of considering applicants who met the following criteria:
  - The student must be a major in pre-medicine entering his or her junior or senior year at Eastern Kentucky University OR a graduate student in the public health area enrolled at Eastern Kentucky University
  - The student must be a resident of Floyd County, KY or have significant ties to that county.
  - The student must possess outstanding leadership skills, career potential, academic achievement and financial need.
- 3. The amendments and clarifications include applicants that meet the following criteria:
  - 1<sup>st</sup> preference will be given to students who are majoring in pre-medicine entering his or her junior or senior year at Eastern Kentucky University OR a graduate student in the public health area enrolled at Eastern Kentucky University

- If no pre-medicine students or graduate students in the public health area qualify, 2<sup>nd</sup> preference would be for students in a health-related field entering their junior or senior vear.
- 1<sup>st</sup> preference will be given to students from Floyd County. 2<sup>nd</sup> preference would be for students from an eastern Kentucky county. If no candidates from those areas qualify, selection could be extended to other areas of Kentucky excluding the metro areas of Lexington and Louisville.
- Special consideration shall be given to students who express an interest in staying in Kentucky.
- The student must possess outstanding leadership skills, career potential, academic • achievement, and financial need.
- 4. All additional parameters and procedures remain as noted in the MOA dated December 27, 2004.
- 5. All additional revisions or modifications to this Agreement must be approved in writing by all parties.

Mary Beth Neiser Vice President for Development and Alumni Engagement Eastern Kentucky University Executive Director, EKU Foundation

Tal

Dr. David T. McFaddin, President Eastern Kentucky University

1/9/2024

Date

Prepared by

Shelley Ward Assistant Vice President of Development for Major and Planned Gifts



# Endowment Match Program Match Request Form – Part A

Please complete a separate form for each endowment established or expanded with program funds for which state matching funds are requested. Attach supporting documentation, including Notice of Board Approval, photocopies of checks received, deposit documentation, or listings of gifts and pledges received by source and by date, donor pledge agreements (if applicable), and signed endowment gift agreements.

Eastern Kentucky University	2/23/2024
Institution	Request Date
William E. Sexton Endowed Scholarship Fund	
Title of Endowment	
Is this a new endowment or an expansion of an existing	g endowment?

 $\square \text{ New} \qquad \square \text{ Existing } 12/13/2004 (Provide date established)$ 

What activity will this endowment support? (Please check all that apply)

Quantity	Activity
	Chair(s)
	Professorship(s)
	Research Scholar(s) (at Research Universities only)
	Research Staff
	Graduate fellowship(s)
	☑ Undergraduate scholarship(s) (at Comprehensive Universities only)
	Research Infrastructure
	□ Mission support project(s)

For what college, school, center, or department will the spending distribution be used? Technology Department in the College of STEM

**Organizational Unit** 

What academic program or programs will be supported by the endowment? *Please provide Classification of Instructional Program code(s) and description(s) below. Reference: <u>CPE's List of active program CIP codes.</u>* 

Program Code	Program Description
15.0703	Industrial Production Technologies/Technician, Other

(Add rows to the table above as necessary.)

Which of the following areas of emphasis will be supported by this endowment? (*Please check only one*)

□ Science

□ Mathematics

□ Health

- ⊠ Technology
- □ Engineering
- Language included in HB 1 stipulates that 100 percent of 2022-2024 Endowment Match Program funds must be used to support programs and initiatives in the STEM+H fields.

Which of the following outcomes are expected from the endowment? (*Please check all that apply*)

□ Create new businesses that increase the number of good jobs in Kentucky.

Create a critical mass of scholars who can influence the national research agenda.

Promote interdisciplinary, problem solving, or applied research activities.

□ Establish partnerships in the technologies, engineering, and applied sciences.

□ Other Please specify:



## Endowment Match Program Notice of Board Approval – Part B

## Eastern Kentucky University

Institution Name

Council guidelines stipulate that the boards of trustees and boards of regents of Kentucky's public universities are responsible for oversight of the Endowment Match Program on their respective campuses. The governing boards are required to review and approve all donations, gifts, and pledges that will be matched with state funds and used to establish new endowments or expand existing endowments under the Bucks for Brains program. Furthermore, the boards are charged with ensuring that the purposes of each endowment and sources of matching funds comply with Council guidelines and serve the public good.

As designated by the signature below, *Eastern Kentucky University* hereby notifies the Council on Postsecondary Education that it has received donations, gifts, and pledges in the amount of \$100,000 from **Sector Endowed Scholarship Fund** for *existing endowment* supporting the *William E. Sexton Endowed Scholarship Fund* for which it is submitting a request for state matching funds under the Bucks for Brains Program. Furthermore, the university's *Board of Regents* has acknowledged its responsibility for oversight of the endowment established or expanded with these funds in accordance with Council guidelines and procedures and has reviewed and approved the sources and intended uses of these funds.

Typed Signature Michael R. Eaves Title of University Representative Chair, EKU Board of Regents Date

Please use the email *melissa.grinstead@eku.edu* for questions relating to this submission.

## Endowed Scholarship Fund Agreement Between

New

### Eastern Kentucky University and the Eastern Kentucky University Foundation

The following sets forth the agreement between **Sector 1000** (hereinafter referred to as the "Donor"), Eastern Kentuck (University (hereinafter referred to as the "University") and the Eastern Kentucky University Foundation (hereinafter referred to as the "Foundation") with regard to the (I) Purpose, (II) Schedule and Form of Contributions, (III) Recognition, (IV) Administration, (V) Entirety, (VI) Publication Consent regarding the scholarship fund created by this agreement.

#### I. Purpose

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The purpose of this Agreement is to create the William E. Sexton Endowed Scholarship for Technology. William E. Sexton dedicated many years of service to the University as a faculty member, Chair of Industrial Technology, Dean of the College of Applied Arts and Technology, and Vice President for Public Service and Special Programs.

The scholarship recipient will be selected by the Chair of the Department of Technology with advice and consent of the Dean of the College of Business and Technology. The Chair of the Department will work in cooperation with the University's Scholarship Office and the Office of Financial Aid in selecting the scholarship recipients, with final selection authority resting with the University's Scholarship Office.

To be considered for the William E. Sexton Endowed Scholarship for Technology, applicants must:

- Be enrolled as a full-time student at the University and be in good academic standing, both at the time of awarding and during the term of the award;
- Demonstrate financial need;
- Be a freshman or sophomore pursuing a degree in the Department of Technology. Preference will be given to students in the Industrial Technology program, which prepares students for careers in materials sciences and advanced manufacturing;
- Maintain a minimum overall GPA of 2.80;

Scholarships provided by the endowed fund created by this Agreement are to be awarded annually, consistent with the provisions stated herein and may be renewable. Should the recipients, at anytime during the academic year, cease to meet the above-stated criteria, the University's Scholarship Office may revoke its awarding of said scholarships.

#### II. Schedule and Form of Contributions

The Donor has committed \$20,000 to create this endowed fund. The Donor's commitment will be payable over a five year period to commence with the execution of this Agreement.

#### III. Recognition

This gift and subsequent gifts to this fund shall be credited and recognized in a manner consistent with the University's donor recognition program. In addition, the University will announce the annual awarding of the William E. Sexton Endowed Scholarship for Technology in appropriate media, subject to the approval of the Donor.

#### Administration

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IV.

The Foundation is a 501(c)(3) organization under guidelines of the Internal Revenue Service. The funds resulting from this gift may, for investment purposes, be merged with any of the general investment assets of the Foundation.

The Foundation's endowment income spending policy, which is currently up to 5% of a three year rolling average of the fund's value, will be applied by the Foundation. Likewise, it is the policy of the Foundation that, annually, up to 1.5% of a three year rolling average of the fund's value be designated for unrestricted use by the Foundation in furtherance of its singular mission to provide support for the advancement of the mission of the University. Said policies will be monitored by the Executive Committee of the Foundation and may be amended in accordance with market conditions. Earnings above the annually designated portions discussed above will be reinvested in the corpus to insure long-term growth and stability.

The Foundation will establish an account according to the terms of this Agreement and distribute income from the endowed fund created by this Agreement to support the purposes as outlined above in accordance with the provisions herein; as well as, the laws of the Commonwealth of Kentucky and the governing documents of the Foundation, as amended from time to time.

The Donor, or his designee, will be advised on an annual basis of all scholarship recipients and of official University publications identifying this or any endowment(s). Also, the Donor, or their designee, will be invited to all events honoring endowment donors and afforded stewardship consistent with all endowment donors. Under no condition will the funds given to this endowment be used in any manner inconsistent with the provisions herein.

V Entirety

> This Agreement represents the entire agreement between the parties hereto. All revisions or modifications to the Agreement must be agreed upon in writing by all parties hereto.

VI. Publication Consent

> $\overline{y}$  / Y es, the donor gives approval to the publication of the donor name(s) in appropriate media.

No, the donor prefers to be listed as anonymous in regard to media publications or required release of donor information.

Date

12-110-54

I Des motor , remotion horses Eastern Kentucky University Foundation

Joanne K. Glasser President of Eastern Kentucky University

## COMMONWEALTH OF KENTUCKY SECOND AMENDMENT TO LEASE AGREEMENT IA-590 - MADISON COUNTY

This **SECOND AMENDMENT TO LEASE AGREEMENT**, dated this <u>8th</u> day of <u>March</u>, 2024 by and between Eastern Kentucky University, a public university located at 521 Lancaster Street, Richmond, Kentucky 40475 (hereinafter "Lessor"), and the Commonwealth of Kentucky, Finance and Administration Cabinet, for the use and benefit of the Justice and Public Safety Cabinet, Department of Criminal Justice Training (hereinafter "DOCJT"), c/o the Division of Real Properties, 403 Wapping Street, Frankfort, Kentucky 40601 (hereinafter "Lessee").

#### WITNESSETH:

**WHEREAS,** the Lessor owns property in Richmond, Kentucky that contains property known as Eastern Kentucky University; and,

**WHEREAS,** many years ago an understanding was reached by the Lessor and the DOCJT that the DOCJT could construct certain facilities on the Lessor's campus and operate law enforcement training programs associated with DOCJT; and,

WHEREAS, the Lessor and Lessee entered into a November 7, 2017 Lease Agreement (hereinafter "Original Lease") which contains 2 parcels of land: 14.43 acres referred to as "College of Justice and Safety Lease No. 1" and 32.20 acres referred to as "College of Justice and Safety Lease No. 2" as recorded in Lease Book 30, Page 194 in the Madison County Clerk's office and it sets forth in writing an instrument governing the Lessee's use of land and facilities on the Eastern Kentucky University campus for its programs; and,

**WHEREAS,** the Lessor and Lessee entered into a December 28, 2023 First Amendment to Lease Agreement for Lease No. 3 (hereinafter "First Amendment") containing 7.3683 acres to construct a new building for an indoor firing range; and,

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**WHEREAS,** the Lessee desires to expand the lease area to include additional land totaling approximately 0.7199 acre to construct a roundabout area for improved traffic flow, which will be referred to as Lease No. 4; and,

**WHEREAS**, the Lessor and Lessee are both amenable to incorporating the additional land for this purpose and to replacing Exhibit B in the Original Lease and First Amendment with an updated version of the Memorandum of Agreement.

**NOW THEREFORE,** the Original Lease dated November 7, 2017, as recorded in Lease Book 30, Page 194 in the Madison County Clerk's Office, containing 2 parcels of land, including 14.43 acres referred to as "College of Justice and Safety Lease No. I" and 32.20 acres referred to as "College of Justice and Safety Lease No. 2", and as amended by the First Amendment to Lease for Lease No. 3, which totals 7.3683 +- acres, is hereby further amended to include the Second Amendment to Lease for Lease No. 4. Please see Exhibit A-2 for the written legal description and survey of Lease No. 4 totaling approximately 0.7199 acres attached hereto and incorporated herein by reference, together with any easements necessary over adjoining property that are needed to enable the Lessee to enjoy full and beneficial use of Lease No. 4.

The Lessor and Lessee further agree that Exhibit B as attached hereto will replace Exhibit B in the Original Lease and First Amendment.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGNAL LEASE DATED NOVEMBER 7, 2017, AS RECORDED IN LEASE BOOK 30, PAGE 194 IN THE MADISON COUNTY CLERK'S OFFICE, AND THE FIRST AMENDMENT TO LEASE DATED DECEMBER 28, 2023 BETWEEN EASTERN KENTUCKY UNIVERSITY, A PUBLIC UNIVERSITY, AND THE COMMONWEALTH OF KENTUCKY, FINANCE AND ADMINISTRATION CABINET, FOR THE USE AND BENEFIT OF THE DEPARTMENT OF CRIMINAL JUSTICE TRAINING SHALL REMAIN THE SAME.

### LESSOR:

EASTERN KENTUCKY UNIVERSITY

BY:

Barry D. Poynter Senior Vice President and Treasurer

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# COMMONWEALTH OF KENTUCKY COUNTY OF \_\_\_\_\_

Sworn,	subscribed	to	and	acknowledged	before	me	this	 day	of
				_, 2024, by					_, as
agent for	r the Eastern K	entuc	ky Univ	ersity.					
My com	mission expire	s:							
					NOTARY	PUBLI	С		

#### LESSEE:

COMMONWEALTH OF KENTUCKY Justice and Public Safety Cabinet Department of Criminal Justice Training

BY:

Holly M. Johnson, Secretary Finance and Administration Cabinet Pursuant to KRS Chapters 45A and 56

COMMONWEALTH OF KENTUCKY COUNTY OF FRANKLIN

Sworn, subscribed to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

2024, by Holly M. Johnson, as Secretary of the Finance and Administration Cabinet.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC

APPROVED BY:

### ANDY BESHEAR, GOVERNOR COMMONWEALTH OF KENTUCKY

**REVIEWED**:

COUNSEL TO GOVERNOR

THIS LEASE PREPARED BY:

Patrick McGee, Assistant General Counsel Finance and Administration Cabinet 200 Mero Street, 5<sup>th</sup> Floor Frankfort, Kentucky 40601 (502) 564-6660

#### --EXHIBIT A-2--

## Proposed Lease Area for Department of Criminal Justice Training (DOCJT) Indoor Firing Range Facility Roundabout Hancock Taylor Lane at McKinney Skills Drive Richmond, Madison County, Kentucky

Being a parcel of land within the boundaries of Eastern Kentucky University located at the northwest corner of the intersection of Hancock Taylor Lane and McKinney Skills Drive and being northwest and adjacent to the existing lots leased to Commonwealth of Kentucky, Finance and Administration Cabinet for the use and benefit of the Justice and Public Safety Cabinet, Department of Criminal Justice Training as recorded in Lease Book 30, Page 194 in the Office of the Madison County Clerk and being more particularly described as:

Beginning at a 1/2" diameter rebar with plastic surveyor's cap (found, PLS 3454), said point being the northeast corner of the existing Lease #1 granted to Commonwealth of Kentucky, Finance and Administration Cabinet for the use and benefit of the Justice and Public Safety Cabinet, Department of Criminal Justice Training as recorded in Lease Book 30, Page 194 in the Office of the Madison County Clerk, and said point having Kentucky State Plane Coordinates of (N)Y = 2152103.38', E(X) = 2059770.70' (KY South Zone, NAD 83(2011), US Survey Feet); thence with the north line of said existing Lease #1,

thence North 66°10'31" West a distance of 139.00 feet to a 5/8" diameter rebar with aluminum surveyor's cap (set, PLS 3350); thence leaving the north line of said Lease #1 and across the land of Eastern Kentucky University,

North 23°56'50" East a distance of 173.03 feet to a 5/8" diameter rebar with aluminum surveyor's cap (set, PLS 3350); thence continuing through said Eastern Kentucky University,

South 66°17'35" East a distance of 174.56 feet to a MAG nail with stainless steel ID washer (PLS 3350) set in the west line of Lease #2 granted to Commonwealth of Kentucky, Finance and Administration Cabinet for the use and benefit of the Justice and Public Safety Cabinet, Department of Criminal Justice Training as recorded in Lease Book 30, Page 194; thence with the west line of said Lease #2,

South 19°37'26" West a distance of 173.24 feet to a 1/2" diameter rebar with plastic surveyor's cap (found, PLS 3454); thence leaving the line of said Lease #2 and with the north line of the DOCJT Indoor Firing Range lease lot (not yet recorded),

North  $66^{\circ}54'16''$  West a distance of 48.63 feet to a 1/2'' diameter rebar with plastic surveyor's cap (found, PLS 3454); which is the Point of Beginning, having an area of 31,357.0 square feet, or 0.7199 acre.

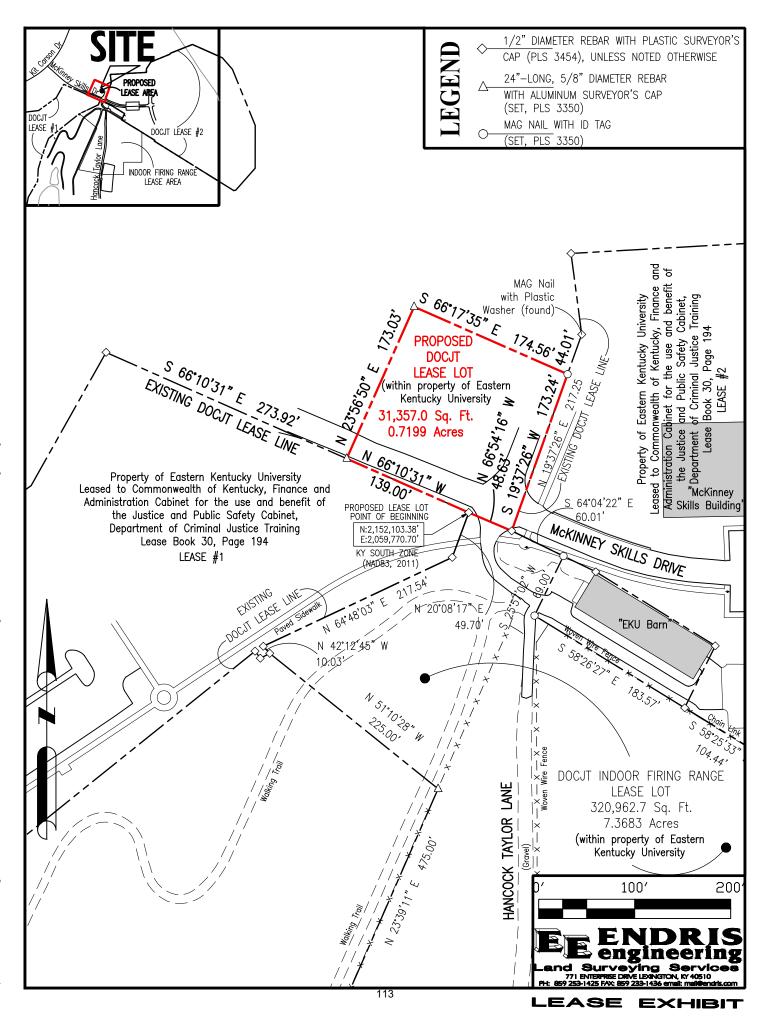
The bearings and coordinates used in the description above are based on Kentucky State Plane Grid North, Kentucky State Plane South Zone, North American Datum of 1983 (NAD 83 (2011)). Particularly, the bearings and coordinates are based on a GNSS survey to the site utilizing a Carlson BRx7 GNSS Receiver and the KYTC VRS Network. The description above being based on a ground survey conducted under the direct supervision of Kevin Phillips (PLS 3350), of Endris Engineering, 771 Enterprise Drive, Lexington, Kentucky concluding on January 12, 2024.

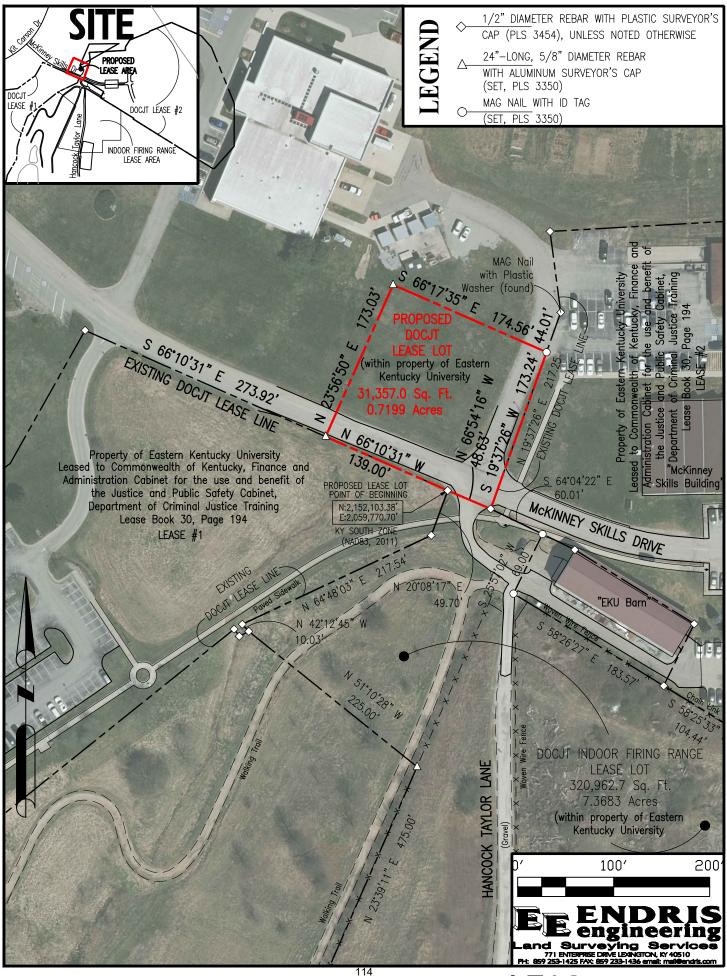


Kevin M. Phillips, PLS 3350 Endris Engineering, PSC 771 Enterprise Drive Lexington, KY 40510

Phone: 859-253-1425 Email: <u>kevin@endris.com</u> January 15, 2024 Date

Z:\4825 Dept of Criminal Justice Training Center at EKU\Lease Description\4825 DOCJT Firing Range Roundabout Lease Lot Description.wpd January 15, 2024





LEASE EXHIBIT

#### LEASE AGREEMENT

24

This LEASE AGREEMENT, made and entered into this <u>7</u> day of October, 2017, by and between Eastern Kentucky University, a public university located at 521 Lancaster Street, Richmond, Kentucky 40475 (hereinafter "Lessor"), and the Commonwealth of Kentucky, Finance and Administration Cabinet, for the use and benefit of the Justice and Public Safety Cabinet, Department of Criminal Justice Training ("DOCJT"), c/o the Division of Real Properties, 400 Wapping Street, Frankfort, Kentucky 40601 (hereinafter "Lessee"):

#### WITNESSETH

WHEREAS, the Lessor owns property in Richmond, Kentucky that contains property known as Eastern Kentucky University;

WHEREAS, many years ago an understanding was reached by the Lessor and the DOCJT that the DOCJT could construct certain facilities on the Lessor's campus and operate law enforcement training programs associated with DOCJT;

WHEREAS, no instrument setting forth the rights and responsibilities of the parties was executed at the time, however, now the Lessor and Lessee wish to set forth in writing an instrument governing the Lessee's use of land and facilities on the Eastern Kentucky University campus for its programs;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, but no monetary consideration, the Lessor and Lessee hereby covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the property more particularly described in the attached Exhibit A, such property consisting of "College of Justice and Safety Lease No. 1" containing 14.43 acres and "College of Justice and Safety Lease No. 2" containing 32.20 acres,

115

and with a plat further describing the location of the leased property, with such Exhibit A being attached hereto and incorporated herein by reference, together with any easements necessary over adjoining property that are needed to enable the Lessee to enjoy full and beneficial use of the property leased hereunder (hereinafter "the Leased Property")<sup>1</sup>. The Leased Property is a part of the same property that was conveyed to Eastern Kentucky State College (now known as Eastern Kentucky University) by Earl Breckenridge Baker, et. al., by Deed dated December 19, 1960, which is recorded in Deed Book 189, Page 15 in the Office of the Madison County Clerk.

2. The term of this Lease Agreement is fifty (50) years from the date of execution. This Lease Agreement shall automatically renew for one additional fifty (50) year term unless the Lessee gives notice to the Lessor of its intent not to renew within 180 days of the expiration date of this Lease Agreement. Upon termination or expiration of this Lease Agreement, all right, title and interest in the Leased Property and improvements thereon shall vest in the Lessor.

3. The Lessor and Lessee hereby acknowledge and agree that management of the Leased Property and improvements thereon shall be governed by a certain Memorandum of Agreement entered into by and between Eastern Kentucky University and the Department of Criminal Justice Training, a copy of which is attached hereto, incorporated herein by reference and designated as Exhibit B.

Sayre Building: 909 McKinney Skills Dr

McKinney Skills Firing Range: 909 McKinney Skills Dr

<sup>&</sup>lt;sup>1</sup> The Lease Property also includes the following buildings:

Funderburk Building: 4449 Kit Carson Dr

Schwendeman Building: 4445 Kit Carson Dr

Thompson Hall: 4437 Kit Carson Dr

Weber Building: 4447 Kit Carson Dr

Stone Building: 912 McKinney Skills Dr

McKinney Skills Driving Track: 920 McKinney Skills Dr

McKinney Skills Scenario Training Building (Strip Mall); 920 McKinney Skills Dr

4. This Lease Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any legal action brought in connection with this Lease Agreement shall be brought in the Franklin Circuit Court.

5. The Lessor and Lessee agree that no change, waiver, or discharge of any liability or obligation under this Lease Agreement on any one occasion shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

6. Neither the Lessor nor Lessee shall assign any of its respective rights or obligations under this Lease Agreement without the prior written consent of the other party.

7. This Lease Agreement shall only be amended by written instrument executed by both parties hereto and duly acknowledged.

8. The Lessor and Lessee shall comply with all applicable federal, state, and local laws at all times while this Lease Agreement is in effect.

IN TESTIMONY WHEREOF, the Lessor and Lessee have hereby executed this Lease Agreement on the date set forth above.

LESSOR:

Eastern Kentucky University

By:

Name: Berry D. Poynter Title: Vice President For Finance + Administration

#### LESSEE:

Commonwealth of Kentucky Justice and Public Safety Cabinet Department of Criminal Justice Training

By:

William M. Landrum III, Secretary of the Finance and Administration Cabinet, Pursuant to KRS Chapters 45A and 56

#### **CERTIFICATE OF ACKNOWLEDGEMENT**

The foregoing Lease Agreement was subscribed, sworn to and acknowledged before me by <u>Bavry Poynter</u>, who holds the office of <u>VP for France 4 Admin</u> at Eastern Kentucky University and who executes the foregoing Lease Agreement on behalf of and under authority granted him by the Board of Regents of such university, Lessor, this <u>TH</u> day of September 2017. November

My Commission Expires:

June 13, 2021

Barbara Kanne Kut NOTARY PUBLIC Notary # 581813

#### **CERTIFICATE OF ACKNOWLEDGEMENT**

The foregoing Lease Agreement was subscribed, sworn to and acknowledged before me by William M. Landrum III, Secretary of the Finance and Administration Cabinet, who executes the foregoing Lease Agreement on behalf of the Justice and Public Safety Cabinet, Department of Criminal Justice Training Program, pursuant to the provisions of KRS 45A and 56, Lessee, this <u>31</u> day of September 2017.

My Commission Expires:

10-5-2019

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

amile M. J.

Patrick W. McGee Assistant General Counsel Finance and Administration Cabinet Office of General Counsel 702 Capitol Avenue, Room 392 Frankfort, Kentucky



## Description College of Justice and Safety Lease No. 1

The purpose of this description is to describe a tract of land which is contained entirely within the boundaries of Eastern Kentucky University and is intended to be leased to the College of Justice and Safety.

Beginning at an iron pin and cap set having a State Plane Coordinates (KY Single Zone) N 3,792,753.465 E 5,340,200.313; thence South 66 Degrees 10 Minutes 58 Seconds East, a distance of 412.92 feet to an iron pin and cap set; thence South 20 Degrees 07 Minutes 50 Seconds West, a distance of 49.70 feet to an iron pin and cap set; thence South 64 Degrees 47 Minutes 36 Seconds West, a distance of 217.54 feet to an iron pin and cap set; thence South 42 Degrees 13 Minutes 12 Seconds East, a distance of 10.03 feet to an iron pin and cap set; thence South 63 Degrees 03 Minutes 43 Seconds West, a distance of 11.06 feet to an iron pin and cap set; thence North 36 Degrees 05 Minutes 52 Seconds West, a distance of 9.14 feet to an iron pine and cap set; thence South 51 Degrees 13 Minutes 41 Seconds West, a distance of 402.31 feet to an iron pin and cap set; thence South 20 Degrees 40 Minutes 46 Seconds West, a distance of 184.61 feet to an iron pin and cap set; thence South 16 Degrees 05 Minutes 56 Seconds West, a distance of 152.56 feet to an iron pin and cap set; thence South 2 Degrees 56 Minutes 01 Seconds West, a distance of 125.33 feet to an iron pin and cap set; thence South 30 Degrees 10 Minutes 27 Seconds West, a distance of 194.35 feet to an iron pin and cap set; thence South 9 Degrees 56 Minutes 21 Seconds West, a distance of 114.48 feet to an iron pin and cap set; thence North 60 Degrees 51 Minutes 24 Seconds West, a distance of 389.51 feet to an iron pin and cap set; thence North 35 Degrees 25 Minutes 54 Seconds West, a distance of 288.11 feet to an iron pin and cap set; thence passing thru a building along a partitioning wall North 25 Degrees 59 Minutes 17 Seconds East, a distance of 175.65 feet to a point on building; thence North 16 Degrees 00 Minutes 09 Seconds East, a distance of 54.10 feet to an iron pin and cap set; thence North 14 Degrees 00 Minutes 10 Seconds East, a distance of 102.40 feet to a mag nail set in corner of curb; thence North 49 Degrees 39 Minutes 25 Seconds East, a distance of 263.65 feet to a mag nail set in corner of curb; thence North 31 Degrees 16 Minutes 45 Seconds East, a distance of 92.47 feet to an iron pin set; thence North 83 Degrees 17 Minutes 47 Seconds East, a distance of 271.41 feet to an iron pin and cap set; thence North 53 Degrees 47 Minutes 49 Seconds East, a distance of 227.68 feet to an iron pin and cap set; thence North 29 Degrees 21 Minutes 34 Seconds East a distance of 159.15 feet to the point of beginning.

The above described parcel contains 14.43 acres.

STATE of KENTUCKY DEMPSEY MIRACLE, JR. 3454 LICENSED PROFESSIONAL LAND SURVEYOR ດີກົມພິມັນພິມັນພິມພົມພົມພິມດີ

Werpe, Minanf.

## Description College of Justice and Safety Lease No. 2

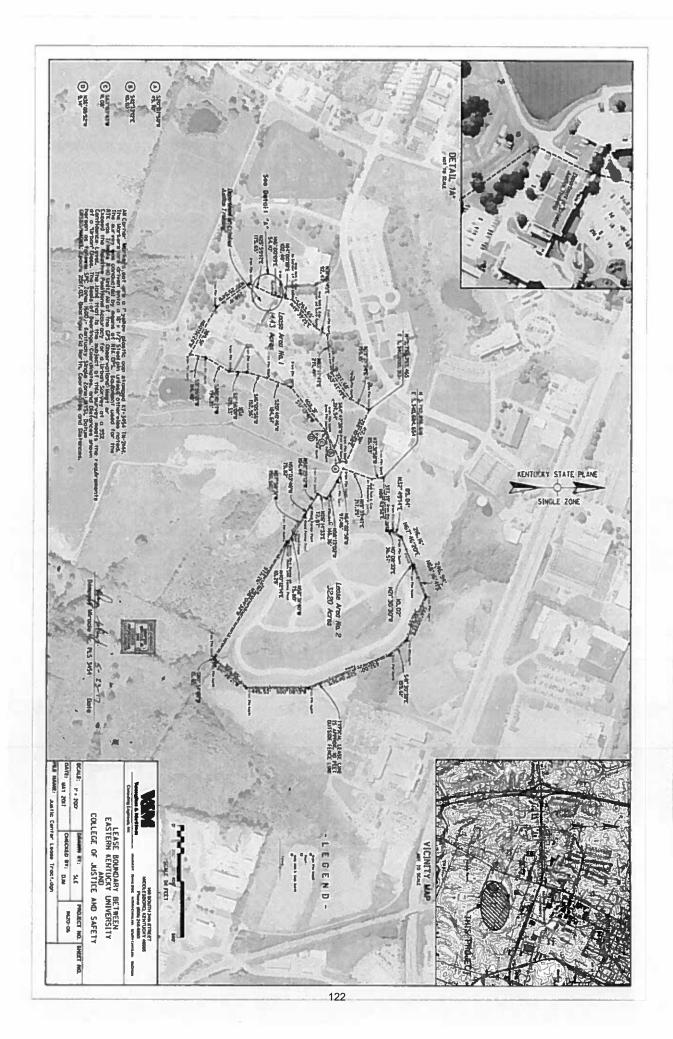
The purpose of this description is to describe a tract of land which is contained entirely within the boundaries of Eastern Kentucky University and is intended to be leased to the College of Justice and Safety.

Beginning at an iron pin and cap set having a State Plane Coordinates (KY Single Zone) N 3,792,856.618 E 5,340,684.654; point thence North 86 Degrees 43 Minutes 52 Seconds East, a distance of 377.19 feet to an iron pin and cap set; thence North 0 Degrees 08 Minutes 33 Seconds East, a distance of 36.57 feet to an iron pin and cap set; thence North 32 Degrees 49 Minutes 14 Seconds East, a distance of 85.04 feet to an iron pin and cap set; thence North 67 Degrees 46 Minutes 20 Seconds East, a distance of 216.16 feet to an iron pin and cap set; thence North 21 Degrees 30 Minutes 30 Seconds East, a distance of 10.02 feet to an iron pin and cap set; thence North 68 Degrees 16 Minutes 41 Seconds East, a distance of 246.94 feet to an iron pin and cap set; thence South 66 Degrees 00 Minutes 22 Seconds East, a distance of 340.59 feet to an iron pin and cap set; thence South 41 Degrees 30 Minutes 38 Seconds East, a distance of 159.61 feet to an iron pin and cap set; thence South 22 Degrees 04 Minutes 56 Seconds East, a distance of 632.00 feet to an iron pin and cap set; thence South 0 Degrees 08 Minutes 13 Seconds West, a distance of 445.53 feet to an iron pine and cap set; thence South 41 Degrees 28 Minutes 21 Seconds West, a distance of 305.85 feet to an iron pin and cap set; thence South 80 Degrees 34 Minutes 08 Seconds West, a distance of 15.65 feet to an iron pin and cap set; thence North 58 Degrees 04 Minutes 32 Seconds West, a distance of 973.26 feet to an iron pin and cap set; thence North 40 Degrees 12 Minutes 14 Seconds East a distance of 10.28 feet to a corner of a chain link fence and woven wire fence; thence with the woven wire fence North 58 Degrees 31 Minutes 40 Seconds West, a distance of 75.80 feet to a steel fence post; thence North 57 Degrees 58 Minutes 31 Seconds West, a distance of 150.56 feet to a wood fence post; thence North 59 Degrees 03 Minutes 46 Seconds West, a distance of 75.82 feet to a wood fence post; thence North 58 Degrees 25 Minutes 12 Seconds West, a distance of 104.44 feet to an iron pin and cap set; thence North 26 Degrees 14 Minutes 33 Seconds East, a distance of 72.07 feet to an iron pin and cap set; thence North 58 Degrees 13 Minutes 02 Seconds West, a distance of 146.36 feet to an iron pin and cap set; thence North 64 Degrees 02 Minutes 58 Seconds West, a distance of 97.46 feet to an iron pin and cap set; thence North 19 Degrees 37 Minutes 47 Seconds East, a distance of 217.25 feet to a mag nail and cap set in pavement; thence North 7 Degrees 31 Minutes 58 Seconds West, a distance of 85.03 feet to the point of beginning.

The above described parcel contains 32.20 acres.



Wayy Ut.J. 5- 23-17



. ID No: PON2 525 1800000940 version 1

Page: 1 of 14

EXHIBIT

## B

## **Commonwealth of Kentucky**

## CONTRACT

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IMPORTANT

Doc Description: EASTERN KENTUCKY UNIVERSITY M	10A FY18
Doc ID No: PON2 525 1800000940 1	Procurement Folder: 4670863
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: BRITTANY CARPENTER	Cited Authority: FAP111-44-00
Telephone: 859-622-6822	
C EASTERN KENTUCKY UNIVERSITY N 521 LANCASTER AVE R A RICHMOND KY 40475 US O R	
Effective From: 07/01/2017 Effective To: 06/3	0/2018

 
 Line
 CL Description
 Due Date
 Quantity
 Unit Issue
 Unit Price
 Contract Amt
 Total Price

 1
 EASTERN KENTUCKY UNIVERSITY MOA FY18
 0.00
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 1,900.000 00

\*ended.Description

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frequently necessary for the Department of Criminal Justice Training (DOCJT) to seek the items specified in this MOA in order to meet its statutory obligation as outlined under KRS15A.070(1), and to continue to provide high-quality training. In assisting DOCJT to meet its statutory obligation, Eastern Kentucky University (EKU) likewise will aid and support the mission of DOCJT by providing services as specified in this contract and in accordance with KRS 45A.660 and FAP 111-08-00(8).

BILL	428977 DEPT OF CRIMINAL JUSTICE TRAIN - FUNDERBURK KIT CARSON DRIVE FUNDERBURK BLD	S H I P
T O	RICHMOND KY 40475-3102 US	TO

Total Order Amount: 1,900,000.00

	Document Phase	Document Description	Page 2
1800000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

#### Memorandum of Agreement Terms and Conditions Revised February 14, 2018

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#### SCOPE OF SERVICES

This Memorandum of Agreement ("MOA") is entered into, by, and between the Commonwealth of Kentucky, The Executive Department, Office of the Governor of the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Department of Criminal Justice Training ("Commonwealth") and Commonwealth of Kentucky, The Executive Department, Office of the Governor of the Commonwealth of Kentucky, Eastern Kentucky University ("Contractor") to establish an agreement for goods and services. The initial MOA is effective from 1 July 2017 through 30 June 2018.

#### MATERIALS INCORPORATED BY REFERENCE

1. Attachment A, Lease Agreement between Eastern Kentucky University and the Commonwealth of Kentucky, Finance and Administration Cabinet, for the use and benefit of the Justice and Public Safety Cabinet, Department of Criminal Justice Training dated 7 November 2017

#### DEFINITIONS

- 1. "Division Director" means the Division Director, Division of Administrative Services, Department of Criminal Justice Training or the Division Director's written designee.
- 2. "Emergency" means a situation which creates a threat or impending threat to public health, welfare, or safety such as may arise by reason of fires, floods, tornadoes, other natural or man-caused disasters, epidemics, riots, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies, equipment failures, state or federal legislative mandates, or similar events.
- 3. "Facilities" means the Commonwealth facilities on the Leased Property in Attachment A.
- 4. "Public safety essential services" means the following:
  - 4.1. building emergency action planning;
  - 4.2. Clery reporting;
  - 4.3. Chemical Stockpile Emergency Preparedness Program Enhanced Shelter-in-Place System;
  - 4.4. environmental issue response, investigation and monitoring;
  - 4.5. fire alarm system monitoring through public safety answering point for all Commonwealth buildings:
    - 4.5.1. fire alarm system device count approximated at 700 devices in the following buildings:
      - 4.5.1.14445 Kit Carson Drive;
      - 4.5.1.24449 Kit Carson Drive;
      - 4.5.1.3909 McKinney Skills Drive;
      - 4.5.1.44437 Kit Carson Drive;
      - 4.5.1.5912 McKinney Skills Drive;
      - 4.5.1.64447 Kit Carson Drive; and
  - 4.6. fire drills/emergency drills;
  - 4.7. fire extinguisher annual inspection, maintenance and replacement (as needed);
  - 4.8. fire suppression system maintenance;
  - 4.9. hazardous waste manifesting and disposal;
  - 4.10. LiveSafe mobile application;
  - 4.11. parking control services;
  - 4.12. Public Safety Answering Point (PSAP);
  - 4.13. RAVE mobile safety emergency mass notification system;
  - 4.14. response:

	<b>Document Phase</b>	Document Description	Page 3
1800000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

- 4.14.1, crime (Contractor police has primary jurisdiction);
- 4.14.2.emergency medical;
- 4.14.3 fire/fire alarm;
- 4.14.4 hazardous materials release;
- 4,14,5,health related issues;
- 4.14.6.other; and
- 4.15. security alarm (intrusion alarm) monitoring services for 909 McKinney Skills Drive; and
- 4.16, security checks.
- 5. "Vice President" means the Associate Vice President of Facilities Services & Capital Planning, Eastern Kentucky University or the Vice President's written designee.

#### DEPARTMENT OF CRIMINAL JUSTICE TRAINING TERMS AND CONDITIONS

The Commonwealth shall

- 1. Maintain Facilities in an equivalent manner to the surrounding Contractor facilities.
- 2. Maintain the grounds assigned in Attachment A in an equivalent manner to the surrounding Contractor property.
- 3. Manage any and all parking lots agreed upon in Attachment A, which includes but is not limited to the authority to tow vehicles.
- 4. Maintain insurance as required by law.
- 5. Provide the Facilities keys to the Contractor for use during an emergency.
- 6. Provide the Contractor supervised, at the Commonwealth's discretion, access to Facilities as necessary to fulfill the Contractor's obligations pursuant to this MOA.
- 7. Notify the Contractor in writing of any and all projects and plans qualifying as a capital project pursuant to KRS 7A.010 and KRS 45.750 not later than 16 March of the odd-numbered year prior to the submission of biennial budget. Electronic mail shall constitute written notification. This shall include the name of the project, brief description, location, cost estimate and source of estimate, amount of annual operational cost and maintenance required, and whether there are any expenditure off-sets related to the project.
- 8. Direct any and all communications regarding the operation of this MOA to the Vice President. Electronic mail shall constitute a communication.
- 9. Provide the Contractor a copy of any and all debt service reimbursements remitted directly to Finance and Administration Cabinet, Office of the Controller, Office of Financial Management for debt service for the Facilities, as applicable.
- 10. Reimburse the Contractor, upon completion, for any and all metering actual financial costs of ensuring that any and all utility invoices and metering data and reports are routed directly to the Commonwealth for inclusion in the Commonwealth Energy Management and Control System.
- 11. Reimburse the Contractor pursuant to the Pricing section of this MOA.
- 12. Relmburse the Finance and Administration Cabinet, Office of the Controller, Office of Financial Management for debt service for the Facilities, or, at the Commonwealth's discretion, may reimburse the Contractor for the debt service, as applicable.

The Commonwealth may

- 1. Utilize the Contractor's emergency facilities maintenance system and services, including but not limited to the Contractor's 24-hour emergency maintenance response telephone line and services at the discretion of the Contractor.
- 2. Utilize the Contractor's telephone services at the discretion of the Contractor.
- 3. Utilize the Contractor's central mail processing center at the discretion of the Contractor.
- 4. Utilize the Contractor's postage services at the discretion of the Contractor.
- 5. Utilize the Contractor's television services at the discretion of the Contractor.
- 6. Utilize the Contractor's rug services at the discretion of the Contractor.

	Document Phase	Document Description	Page 4
1800000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

- Utilize the Contractor's other goods and services for purposes not in conflict with the parties' statutory functions at the discretion of the Contractor.
- 8. Approve or deny in writing the Contractor supervised access to the Facilities upon reasonable written request not less than three business days in advance. Electronic mail shall constitute a written request and written approval or denial.
- 9. Allow the Contractor to utilize the Facilities for purposes not in conflict with the parties' statutory functions, upon the Commonwealth's written approval of a written request received not less than 10 business days in advance. Electronic mail shall constitute a written request and written approval.
- 10. Participate in any and all drills required for the appropriate Facilities to maintain their status as a Chemical Stockpile Emergency Preparedness Program Enhanced Shelter-in-Place building.
- 11. Reserve Contractor facilities subject to published rental rates and fees for purposes not in conflict with the parties' statutory functions, upon the Contractor's written approval of a written request received not less than 10 business days in advance via reservation through Contractor's Conferencing and Events Services. The reservation via the Contractor's Conferencing and Events Services and written request and written approval.

#### The Contractor shall

- 1. Provide definitions for the following:
  - 1.1, emergency management;
  - 1.2. environmental health safety; and
  - 1.3. risk management
- 2. Provide emergency management, environmental health safety, public safety essential, and risk management services to the Commonwealth.
- Ensure that, while the Commonwealth utilizes the Contractor's telephone services, the Facilities' emergency and 911 calls are routed to the Contractor's police department for appropriate response.
- 4. Ensure that the Facilities are separately metered for electric, sewer, and water services by the providing utility company.
- 5. Ensure that any and all utility invoices and metering data and reports are routed directly to the Commonwealth for inclusion in the Commonwealth Energy Management and Control System.
- Provide electric, garbage, sewer, and water services to the Commonwealth.
- 7. If heating, ventilation, air-conditioning ("HVAC") maintenance and services are provided to the Facilities by the Contractor at the Commonwealth's written request, the Contractor shall allow the Commonwealth to control the HVAC system, including but not limited to the temperature in the Individual Facilities through written notification. Electronic mail shall constitute a written request and written notification.
- 8. Comply with any and all of the Commonwealth's written notifications regarding HVAC maintenance and services within 60 minutes and respond in writing with a written description and justification if the Contractor cannot comply with the written notification. Electronic mail shall constitute a written notification, a written response, a written description, and a written justification.
- 9. Provide maintenance services for any and all elevators for the Facilities.
- 10. Provide maintenance services for any and all parking lots agreed upon in Attachment A.
- 11. Provide information technology services to the Commonwealth, including internet at a bandwidth equivalent to or exceeding the bandwidth provided to the Commonwealth prior to the execution of this MOA.
- 12. Provide food service to the Commonwealth's recruits, including but not limited to:
  - 12.1. issue meal cards to the Commonwealth at \$25.00 per card;
  - 12.2. activate and deactivate the meal cards at the written request of the Commonwealth;
    - 12.2.1 electronic mail shall constitute a written request; and

1800000	140	Document Phase Draft	Document Description EASTERN KENTUCKY UNIVERSITY MOA FY18	Page 5 of 14
	N			
	12.3. fund	no more than \$17.00 pe	er day from Sunday to Friday in an amount not	to exceed
		2.00 per week on each me	eal card; tronic means, restrict the use of any and all mea	l carde on
		irday;		
			riting of any and all meal card charges in excess	of \$85.00
		week on each meal card; electronic mail or invoice	shall constitute a written notification; and	
			se provided to the Commonwealth's recruits p	rior to the
40	exec	ution of this MOA.	•	
13.	MOA,	ny and all policy and othe	er directives governing the Contractor as application	ible to this
14.		nsurance as required by la	aw.	
15.	Review as	nd modify any and all dee	eds associated with this MOA and Attachment A	to comply
16.		w and policy. Commonwealth in writing	of the results of the review and modification of a	lie hne vne
10.	deeds ass	ociated with this MOA and	d Attachment A to comply with the law and policy.	Electronic
17.		constitute a written notific		
17.		with the law and policy.	perty records associated with this MOA and Attu	achment A
18.	Notify the	Commonwealth in writing	of the results of the review and modification of a	any and all
	Electronic	ecords associated with this mail shall constitute a wri	s MOA and Attachment A to comply with the law	and policy.
19.	Notify the	Commonwealth in writing	of any and all Contractor personnel, agents, and	designees
20	that posse	iss keys to the Facilities. I	Electronic mail shall constitute a written notification	on.
20. 21.			s directed by the Commonwealth. g to coordinate a mutually agreeable time for a	ny and oll
41.	interruptio	n of services when perfor	ming any and all maintenance or other service	s that may
	affect any written no		d to the Commonwealth. Electronic mail shall c	onstitute a
22.			nel to utilize the Stratton Café and Case Food Co	urt.
23.			not less than 10 days in advance of any and all re	
	of the Str	atton Café and Case Foo	od Court that would deny access to the Comm	onwealth's
24.			stitute a written notification. Ind police any and all parking lots agreed upon in A	ltachment
	A, includir	ig but not limited to ensuri	ing that the Contractor's personnel, agents, desig	inees, and
25.	Students of	lo not park in those parkin	ng lots inappropriately. The Perkins Building parking lot for overflow parki	
25. 26.			ine Perkins building parking lot for overlow parking for the comm	
	approved	utilization.		
27.	Direct any Electronic	and all communications r mail shall constitute a con	regarding the operation of this MOA to the Divisio mmunication.	n Director.
The Co	niracior may			
1.		Facilities keys for unsupe	ervised access during an emergency.	
	1.1. The	Contractor shall notify th	ne Commonwealth in writing of any and all un	supervised
2.	acce Upon the	iss due to an emergency. written request of the C	Electronic mail shall constitute to a written notific commonwealth, provide emergency facilities ma	ation.
<b>_</b> .	system a	nd services, including b	out not limited to the Contractor's 24-hour e	emergency
	maintenar	nce response telephone lir a written request.	ne and services to the Commonwealth. Electronic	: mail shall
3.	Upon the	written request of the Co	mmonwealth, provide HVAC maintenance and a	services to
	the Comm	onwealth, Electronic mail	shall constitute a written request.	

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· · · · · ·	Document Phase	Document Description	Page 6
1800000940	1.0.000 10.000 10.000	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

- 4. Upon the written request of the Commonwealth, provide telephone services to the Commonwealth. Electronic mail shall constitute a written request.
- 5. Upon the written request of the Commonwealth, process the Commonwealth's mail through the Contractor's central mail processing center. Electronic mail shall constitute a written request.
- 6. Upon the written request of the Commonwealth, provide postage services to the Commonwealth. Electronic mail shall constitute a written request.
- 7. Upon the written request of the Commonwealth, provide television services to the Commonwealth. Electronic mail shall constitute a written request.
- 8. Upon the written request of the Commonwealth, provide rug services to the Commonwealth. Electronic mail shall constitute a written request.
- 9. Upon the written request of the Commonwealth, provide other goods and services for purposes not in conflict with the parties' statutory functions to the Commonwealth. Electronic mall shall constitute a written request.
- 10. Upon the written request of the Commonwealth, ensure that the appropriate Facilities are designated in writing as Chemical Stockpile Emergency Preparedness Program Enhanced Shelter-in-Place buildings in the Contractor's Chemical Stockpile Emergency Preparedness Program Enhanced Shelter-in-Place program. Electronic mail shall constitute a written request and written designation.
- 11. Provide the Commonwealth with appropriate access to the Contractor's Conferencing and Events Services system.
- 12. Allow the Commonwealth to utilize the Contractor's facilities subject to published rental rates and fees for purposes not in conflict with the parties' statutory functions, upon the Contractor's written approval of a written request received not less than 10 business days in advance via reservation through Contractor's Conferencing and Events Services. The reservation via the Contractor's Conferencing and Events Services shall constitute a written request and written approval.
- 13. Allow the Commonwealth to utilize the backfield area of the Carnes field once per year for one week upon the Contractor's written approval of a written request received not less than 30 days in advance via reservation through Contractor's Conferencing and Events Services. The reservation via the Contractor's Conferencing and Events Services shall constitute a written request and written approval.
- 14. Provide the Commonwealth the Contractor's published rental rates and fees.

#### <u>PRICING</u>

The Commonwealth shall

- 1. Reimburse the Contractor for allowable expenses incurred as a function of the performance of and in accordance with the terms and conditions specified within this MOA.
- 2. Reimburse any and all goods and services tendered and rendered from 1 July 2017 to the date that this MOA is submitted to the Government Contracts Review Committee following approval by the Secretary of the Finance and Administration Cabinet in accordance with the Pricing section of this MOA.
- 3. Reimburse the Contractor in an amount that shall not exceed \$1,900,000.00 for fiscal year 2018.
- 4. Reimburse the Contractor for actual financial costs pursuant to Table 1: Commonwealth Reimbursement Schedule and Table 2: Contractor Administrative Fee Schedule.

Debt Service	
Interest	\$0
Principal	\$0
Total: Debt Service	\$0

	Document Phase	Document Description	Page 7
1800000940	Orafi	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

Emergency Management	\$476,586/year x 5%	\$23,830
Environmental Health Safety	\$607,858/year x 5%	\$30,393
Public Safety Essential Services	\$1,909,943/year x 5%	\$95,498
Risk Management	\$1,505,545798ar x 5%	\$8,282
Total: Emergency, Environmental, Put		\$157,983
rotal: Emergency, Environmental, Fu	inc ballety, and Kisk Services	\$107,803
Informati	on Technology Services	
Bandwidth	\$100,000/year x 5%	\$5,000
Firewalts	\$100,000/year x 5%	\$3,000
Network Internet Protocol Space	\$1,000/year x 5%	\$3,000
Routers	\$1,000/year x 5%	\$3,150
Information Technology Consultation	Involced at actual financial	
monnation recimblogy consulation		hour
Total: Information Technology Servic	68	\$11,200
		· · · · · ·
	Parking	
Parking Lots and Maintenance	150 spaces x \$135.62/year	\$20,343
Total: Parking Lots		\$20,343
	<u> </u>	
	Utilities	<u>_</u>
Electric	\$4,400,000/year x 5%	\$220,000
Garbaga	\$144,000/year x 5%	\$7,200
Water (includes sewer)	\$1,610,000/year x 5%	\$80,500
Total: Utilities	· · · · · · · · · · · · · · · · · · ·	\$307,700
Faciliti	es Rental or Utilization	
Involced pursuant to the published renta	I rates and fees schedule	
R	· · · · · · · · · · · · · · · · · · ·	
	Goods and Services	
Elevator Maintenance Services		
Food Services (Meal Card)		Involced at actual
Heating, Ventilation, and Air Conditionin	g Maintenance and Services	financial cost for
Other Goods and Services	·	goods and services
Postage Services		tendered and rendered.
Rug Services		
Telephone Services		- 1
Television Services		~

Table 2: Contractor Administrative Fee				
Emergency, Environmental, Public Safety, and Risk Services	\$157,983/year x 5%	\$7,900		
Information Technology Services	\$11,200/year x 5%	\$560		
Utilities	\$307,700/year x 5%	\$15,385		
Total: Contractor Administrative Fee		\$23,845		

	Document Phase	Document Description	Page 8
1800000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

#### The Contractor shall

- 1. Not allow or authorize Contractor personnel to financially obligate Commonwealth funds.
- 2. Bill the Commonwealth for goods and services tendered and rendered from the first to last day of each calendar month and provide any and all supporting documentation used to constitute the invoice, which shall specifically include the actual financial cost of goods and services tendered and rendered to the Commonwealth.
- 3. Provide any and all involces to the Commonwealth no later than 30 calendar days after the end of the billing period.
- 4. Provide the written methodology utilized to determine that the Commonwealth constitutes five percent of the Contractor's main campus footprint.

#### FINANCE AND ADMINISTRATION CABINET TERMS AND CONDITIONS

#### Cancellation clause:

Either party may cancel the agreement at any time for cause or may cancel without cause on 30 days' written notice.

#### **Funding Out Provision:**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar days written notice of termination of the agreement due to lack of available funding.

#### **Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document.

#### Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

#### **Effective Date:**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless

	Document Phase	Document Description	Page 9
180000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

#### Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

#### Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

#### **Discrimination:**

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to provideship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

	Document Phase	Document Description	Page 10
160000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

- 2. In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- 3. The Contractor will send to each tabor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- 4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
- 7. The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### JUSTICE AND PUBLIC SAFETY CABINET TERMS AND CONDITIONS

- 1. Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth policies and procedures unless a specific exemption has been granted by the Commonwealth to the Contractor.
- 2. To the extent permitted by law, the Contractor agrees to indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor performing or supplying services in connection with performance of this MOA, (2) the erroneous or negligent acts of the Contractor, its officers, or employees in the performance of this MOA, (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes by the Contractor, (5) any and all acts

	Document Phase	Document Description	Page 11
1860000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

and omissions of the Contractor, (6) the policies and procedures specifically involving all the Contractor employment practices used by the Contractor during the term of this MOA, and (7) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.

- 3. To the extent permitted by law, the Commonwealth agrees to indemnify and hold harmless the Contractor against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Commonwealth performing or supplying services in connection with performance of this MOA, (2) the erroneous or negligent acts of the Commonwealth, its officers, or employees in the performance of this MOA, (3) the Commonwealth's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or Commonwealth regulations or statutes by the Commonwealth, (5) any and all acts and omissions of the Commonwealth, (6) the policies and procedures specifically involving all the Commonwealth employment practices used by the Commonwealth during the term of this MOA, and (7) any failure of the Commonwealth, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
- 4. Both parties, including any subcontractors or agents of each, agree to comply with all applicable state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this MOA.
- 5. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
  - 5.1. "Personal Information" Is defined in accordance with KRS 61.931(6) as "an Individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
    - 5.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
    - 5.1.2. A Social Security number;
    - 5.1.3. A taxpayer identification number that incorporates a Social Security number;
    - 5.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
    - 5.1.5. A passport number or other identification number issued by the United States government; or
    - 5.1.6. Individually Identifiable Information as defined In 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
  - 5.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
  - 5.3. The Contractor agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
  - 5.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor

	Document Phase	Document Description	Page 12
1800000940	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology

- 5.5. The Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
- 5.6. Upon conclusion of an investigation of a security breach of Personal information as required by KRS 61.933, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.
- 5.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
- 5.8. The parties acknowledge that records, statistical information, and/or data provided by the Commonwealth to the Contractor are the property of the Commonwealth. In order for the Commonwealth to maintain control and integrity of its records, the Contractor agrees that any Freedom of Information Act request, Kentucky Open Records request, or other request seeking access to information or data provided by the Commonwealth will be reported to the Commonwealth, and if the requestor will agree to do so, the request will be forwarded to the Commonwealth. If the requester will not agree to withdraw the request and instead submit it to the Commonwealth, then the Commonwealth shall direct the Contractor in answering the request.
- In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed
- 7. The Contractor agrees that it will not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this MOA, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this MOA.
- 8. The parties agree that they receive all information communicated between them before the execution of this MOA in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
- 9. The Contractor shall not represent that a working copy, draft, or the finalized version of this MOA is identical to a previous iteration of this MOA if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits either through editing functions in word processing software or as a list provided contemporaneously with the most recently edited iteration.
- 10. Contractor shall perform only the work duties explicitly authorized in this MOA. Any invoice Contractor submits that seeks payment for work other than the work explicitly authorized in this MOA will be rejected in whole or part at the discretion of the Commonwealth. The Commonwealth reserves the right to withhold payment in part or in whole for involcing submitted by the Contractor that is not in accordance with the terms or conditions set forth in this MOA.
- 11. Contractor agrees that noncompliance with the terms and conditions within this MOA may result in delayed reimbursements, partial reimbursements, or no reimbursement if the Commonwealth is unable to substantiate the services rendered by the Contractor through the required documentation. implicit in the submission of each invoice is a certification that the Contractor has included all supporting documentation for each charge; failure to include all supporting documentation constitutes cause to withhold payment. For all invoices submitted more than 30 calendar days after the end of the final billing period of the applicable fiscal year, the Contractor

	Document Phase	Document Description	Page 13
1800000940	Draft.	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

may be required to pursue payment under KRS 45.231, which shall be the sole responsibility of the Contractor.

- 12. The Contractor shall implement Internal controls to ensure accurate billing and involcing. In the event that the billing and invoicing error rate exceeds 10% of the total amount billed during a billing cycle, the Commonwealth may withhold the actual amount of the cost to meet its due diligence requirement regarding the mitigation of fraud, waste, and abuse through correct reimbursement of the Contractor.
- 13. In the event that the Commonwealth experiences a change in its budget status, Contractor agrees to renegotiate this MOA in good faith upon request of the Commonwealth.
- 14. At no point shall any Contractor personnel be considered an employee of the Justice and Public Safety Cabinet, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Contractor.
- 15. Nothing In this MOA shall be construed, in any way, as granting to any individual providing services under this MOA any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.
- 16. In no event shall any Contractor personnel be deemed to be a third-party beneficiary of this MOA.
- 17. Pursuant to the Executive Branch Code of Ethics, Kentucky Revised Statutes Chapter 11A, and in order to avoid conflicts of interest more generally, dual-status personnel may not manage or administer this MOA or any of its individual terms and conditions. Dualstatus personnel is defined as any and all individuals who are employed by or receive a tangible benefit from the Commonwealth and the Contractor simultaneously.
- 18. Dual-status personnel shall be considered Commonwealth personnel and shall not be considered Contractor personnel for the purposes of this MOA, except for the terms and conditions of this MOA that apply to dual-status personnel by virtue of their dual status.
- 19. Attachment A is incorporated by reference and made a part of this MOA to the same extent and with the same force as if fully set forth in this MOA.
- 20. Each party shall provide a contact to resolve any and all issues related to this MOA and promptly update the contact information as necessary.
- 21. All notices under this MOA shall be given in writing. Electronic mail constitutes a writing.
- 22. No change, waiver, or discharge of any liability or obligation under this MOA on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 23. No party shall assign its respective rights or obligations under this MOA without prior written consent of the other party. Any purported assignment or delegation in violation of this MOA is void.
- 24. The terms and conditions of this MOA may only be amended by mutual written consent of both parties.
- 25. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local law; applicable Commonwealth policies and procedures; or this MOA to the Commonwealth in writing within one business day of the discovery of the violation.
- 26. This MOA shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- 27. The parties agree that any claim, action, or lawsuit arising under this MOA must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.
- 28. If any term or provision or any part of this MOA is declared invalid or unenforceable, the remainder of this MOA shall not be affected, and each term and provision of this MOA shall be valid and enforceable to the fullest extent permitted by the law.
- 29. This MOA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOA

	Document Phase	Document Description	Page 14
1800000540	Draft	EASTERN KENTUCKY UNIVERSITY MOA FY18	of 14

#### APPROVALS

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

**Commonwealth** Ommuss ioner CUT ww Signature Title 13 - 2018D burn 121 **Printed Name** Date Contractor

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Printed |

Approved as to form and legality

Attorney for the Commonwealth

	Document Phase	Document Description	Page 14
1800000940	Draft	EASTERN KENTLICKY UNIVERSITY MOA FY18	of 14

#### APPROVALS

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Commonwealth <u>Ommussioner</u> ល ww Signatu 13-2018 lburn **Printed Name** Date Contractor

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Bann 04/13/2018 Printed Date

Approved as to form and legality

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# Kentucky Commonwealth of Kentucky

## STRATEGIC PURCHASE REQUEST

Vendor Name:	Eastern Kentucky University		
Request Date:	2017-12-04	Proc Folder:	
<b>Requesting Dept:</b>	525	Proc Type ID:	·····
Status:	Approved	Requestor iD:	JTR0401
Type of Request:	Personal Service Contracts	Requestor Name:	BRITTANY CARPENTER
Sub Category:	PSC - Start Date	Phone Number:	859-622-6822
Cost:	\$1,900,000.00	Email:	BRITTANY.CARPENTER@ky.gov

Short Description: REQUESTING MOA RETROACTIVE START DATE

Will Personal Security Information & Breach provisions apply to contract per KRS 61.931? N/A

Purpose and Justification: The Department of Criminal Justice Training (DOCJT) is requesting approval for a retroactive start

date for a Memorandum of Agreement (MOA), between DOCJT and Eastern Kentucky University (EKU), for goods and services provided by EKU. The requested effective dates for this contract are July 1, 2017 to June 30, 2018. This MOA could not be completed prior to July 1, 2017 because a decision had to be made over who owned our buildings, DOCJT or EKU. On November 17, 2017 DOCJT was notified that a land lease had been approved and that we could continue with the above mentioned MOA.

\*Modified to increase fund request from \$1,500,00.00 to \$1,900,000.00.\*

DOCUMENT NO: 2013981179 RECORDED:August 30,2018 09:38:00 AM TOTAL FEES: \$80:00 COUNTY CLERK: KENNY BARGER DEPUTY CLERK: BETH HUDSON COUNTY: MADISON COUNTY BOOK: L30 PAGES: 194 - 217