

MINUTES
MEETING OF THE BOARD OF TRUSTEES
APPALACHIAN STATE UNIVERSITY

Friday, March 24, 2017
Parkway Ballroom
Plemmons Student Union

CALL TO ORDER: The Board of Trustees of Appalachian State University met in open session at the call of the Chair and the Chancellor on Friday, March 24, 2017, at 9:00 a.m. in the Parkway Ballroom of the Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Dr. Alice G. Roess, Chair, presided and called the meeting to order.

MEMBERS PRESENT:

James M. Barnes
M. Lee Barnes, Jr.
Donald C. Beaver
John M. Blackburn
Susan M. Branch
Robert C. Hatley
Jalyn A. Howard
Charles V. Murray
Alice G. Roess
D. Kenan Smith
Carole P. Wilson

MEMBER ABSENT:

George M. Baldwin

CONSTITUENCY REPRESENTATIVES

PRESENT (ex-officio):

Carolyn J. Clark, President
Alumni Council
Paul H. Gates, Chair
Faculty Senate
Jason S. Marshburn, Chair
Staff Senate

MEDIA PRESENT:

Kesha Williams
University Communications
Anna Oakes
Watauga Democrat

CONFLICT OF INTEREST NOTICE: Chair Roess read the following statement:

“Under the State Government Ethics Act, all voting members of the Board of Trustees have a

duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today's meeting, does anyone know that you have a conflict of interest or an interest that would give rise to the appearance of a conflict of interest? If so, please let me know now." [None reported]

RECOGNITION OF VISITORS: Chair Roess welcomed:

- Ms. Keshia Williams, University Communications
- Ms. Anna Oakes, *Watauga Democrat*

APPROVAL OF ABSENCES: Chair Roess stated that Trustee George Baldwin would be absent for personal reasons. Upon motion duly made and seconded, the Board approved the absence of Trustee George Baldwin.

APPROVAL OF MINUTES: The minutes of the December 9, 2016 meeting had been delivered to all members via email. Trustee Charlie Murray stated that a date was changed on the Business Affairs Committee minutes and asked the full board minutes reflect this change. Upon motion duly made and seconded, the minutes were approved as presented with the date correction noted.

REMARKS FROM CHANCELLOR EVERTS: (see Attachment 1)

REMARKS FROM THE STUDENT GOVERNMENT ASSOCIATION PRESIDENT: Mr. Jalyn Howard, President of the Student Government Association, presented a year-end report on behalf of Student Government. (see Attachment 2)

REPORT FROM THE MASTER PLANNING COMMITTEE: Interim Vice Chancellor for University Advancement Dr. Randy Edwards gave a brief overview of the Master Plan. Trustees had received a complete version prior to the meeting.

Upon motion duly made and seconded, the Master Plan was approved as presented.

NAMING OF UNIVERSITY FACILITIES AND PROGRAMS POLICY: Interim Vice Chancellor for University Advancement Dr. Randy Edwards gave a brief overview of the revisions made to the Naming of University Facilities and Programs Policy. Trustees had received a revised copy prior to the meeting. (see Attachment 3)

Upon motion duly made and seconded, the policy was approved as presented.

REPORT FROM ACADEMIC AFFAIRS COMMITTEE: Chair Roess recognized Trustee Susan Branch, Chair of the Academic Affairs Committee, for the report.

Trustee Branch stated that the Academic Affairs Committee met on Thursday afternoon, and heard the following reports:

College Update

Dr. Heather Norris, Dean of the Walker College of Business, provided a college update and two undergraduate students from the College, Matt Appleby and Jewell Ward, shared some of their unique experiences with the Committee.

The College of Business currently offers 10 undergraduate programs and 3 graduate programs, and it has experienced a 22% growth in enrollment over the past five years. They are now in the process of updating the strategic plan for the College, which will be closely aligned with the overall vision and strategic initiatives of the University and the UNC System. Some significant initiatives within the College at the moment include a Global Opportunities conference coming up in April and the annual Business for Good event scheduled in September.

Update on Distance Education Task Force

Provost Kruger recently charged a distance education taskforce, co-chaired by Dr. Terry Rawls, Executive Director of the Office of Distance Education, and Dr. Barbara Howard, Associate Professor in the Department of Leadership and Educational Studies. The work group has been asked to evaluate online learning at Appalachian and to submit a findings and recommendation report to the Provost in November 2017. The Committee can expect to receive an update in December.

Harry M. Davis Professorship

Dean Heather Norris from the Walker College of Business presented a plan to establish the "Harry M. Davis Distinguished Professorship in Banking." The plan has been drafted consistent with the requirements of the University and Board of Governors policy, and the associated endowment fund has been established pursuant to all applicable rules and regulations set forth by the Board of Governors.

Trustee Branch, on behalf of the Academic Affairs Committee, recommended approval to establish the "Harry M. Davis Distinguished Professorship in Banking" as presented. The Committee's recommendation was unanimously approved (see Attachment 4).

Update on Lab School Initiative

Dr. Melba Spooner, Dean of the College of Education, and Dr. Robin Groce, Associate Professor for Reading Education and Special Education, provided an update to the Committee on the Lab School initiative in Winston Salem. The Reich College of Education plans to initiate the university laboratory school with a K-2 literacy focus and work to establish a "lower school" in the Winston Salem/Forsyth school district. They plan to integrate other disciplines on the curricular and theoretical framework. Collaboration with Winston Salem/Forsyth is ongoing as we move toward the selection of a school and subsequent hiring of school personnel. The broader vision is to develop an "Appalachian Academy" integrating graduate courses, professional development for teachers and administrators, and community offerings. The College of Education continues to collaborate with UNC-General Administration on all phases of planning and implementation.

Trustee Branch indicated that this concluded the report from the Academic Affairs

Committee, with the exception of items for closed session. (see Appendix A).

TRANSFER STUDENT PRESENTATION: Director of Office of Transfer Services Jane Rex and Interim Associate Vice Chancellor for Enrollment Management Anthony Jones provided an overview of transfers at Appalachian.

REPORT FROM BUSINESS AFFAIRS COMMITTEE: Chair Roess recognized Trustee Bob Hatley, Acting Chair of the Business Affairs Committee, for the report. Trustee Hatley reported the following:

Capital Projects Update

Trustee Hatley recognized Vice Chancellor Paul Forte, who gave an overview of the current capital projects including:

Beaver College of Health Sciences

The scope of work includes 203,000 square feet for the academic center for allied health programs, including specialty simulation labs, classrooms, and support space for various departments. The project budget is \$80 million. The projected completion date is fall 2018.

Howard Street Hall

This project will provide much-needed faculty offices and two new classrooms. The project budget is \$2,500,000. The projected completion date is the summer of 2017.

Broyhill Inn Demolition

The demolition is 90% complete. The total project is approximately \$480,000. The projected completion date is April, 2017.

Sanford Hall Renovation

This renovation project is included as a category one project in General Administration's targeted renovation request to the legislature for the fiscal year 2018. Sanford Hall was built in 1968 and lacks fire suppression and other life safety features. This building has never been renovated. The University is requesting \$12,025,000 in legislative funds to address the life safety issues and the University will fund an additional \$2,500,000 for a total renovation cost of \$14,525,000.

Trustee Hatley indicated that this concluded the report from the Business Affairs Committee (see Appendix B).

REPORT FROM STUDENT DEVELOPMENT COMMITTEE: Chair Roess recognized Trustee John Blackburn, Chair of the Student Development Committee, for the report. Trustee Blackburn reported the following:

Introduction of Vice Chancellor for Student Development

Trustee Blackburn welcomed Mr. J. J. Brown and announced his role as the new Vice Chancellor for Student Development. He will begin his new role May 1, 2017. Mr. Brown thanked Chancellor Everts for the opportunity to serve students in this new capacity. Mr. Brown gave a brief overview of his background.

College Student Development Graduate Program

Mr. Leroy Wright introduced Dr. Diane Waryold, Professor with the College Student Development Program. Dr. Waryold presented information on the program to include:

- history
- cohort model
- graduation and placement rates
- emphasis/focus
- study abroad experience
- assessment plan

Dr. Waryold highlighted the strong partnership between the faculty and students in the graduate program. Students graduate with an average of 1,500 hours of practical experience. This differentiates Appalachian from other programs and prepares graduates for a smooth transition into a professional student affairs career. The program has a 96 percent employment rate. It was noted that the program will be called Student Affairs Administration starting in the fall of 2018.

Graduate Assistants in College Student Development

Mr. Wright introduced Mr. Jeff Bates, a first-year graduate assistant in the program. Mr. Bates spoke about his graduate assistantship in Academic Initiatives and his work with University Housing. He has been involved with launching a residential curriculum. Mr. Bates noted the close student/faculty relationship. The program exposes students to all areas of Student Development/Student Affairs and encourages students to find their niche. Mr. Bates is interested in pursuing work in Student Conduct.

Mr. Wright introduced Ms. Angelina Donohue, a first-year graduate assistant in the program. Ms. Donohue spoke about her graduate assistantship in the Career Development Center and her practicum in the Office of Student Financial Aid. Ms. Donohue said her decision to attend Appalachian was solidified after participating in the Graduate Assistant Preview Program. She indicated the program allowed her to discover her passion. She is now interested in a career that focuses on helping military-affiliated students and families navigate the transition to college.

Mr. Wright introduced William Post, a second-year graduate assistant in the program. Mr. Post has been at Appalachian for six years. Mr. Post said his experience at Appalachian has been life altering. He is a graduate assistant in the Appalachian and the Community Together Office. Mr. Post works specifically with the Alternative Service Experience and is also an intern in the Plemmons Student Union. He has learned the value and importance of assessments and evaluations during his time as a graduate student. He is currently searching for a job and hopes to return to Appalachian on a permanent basis in the future.

Mr. Wright introduced Sarah Gresley, a second-year graduate assistant in the Night Safety Office with University Housing. Ms. Gresley said the program provided experiences that broadened her understanding of the working units within a university. She reported that prospective employers are impressed with the variety and depth of exposure she has experienced at Appalachian. Ms. Gresley is interested in a career in international education.

Trustee Blackburn indicated that this concluded the report from the Student Development Committee, with the exception of an item for closed session (see Appendix C).

REPORT FROM AUDIT COMMITTEE: Chair Roess recognized Trustee Charles Murray, Chair of the Audit Committee, for the report. Trustee Murray reported the following:

Review of the 2016-2017 Audit Plan

Ms. Eloise Covalt, Chief Audit Officer, updated the Committee on the status of the 2016-2017 Audit Plan to include completed-to-date and in-progress audits.

Summary of Recent Internal Audits and Reviews

Ms. Covalt gave the summary of recent internal audits to include:

- 2016 Football Paid Attendance Audit
Certified the accuracy of the Fall 2016 paid attendance at Appalachian home football games, reported by Athletics to the NCAA. No findings reported.
- Gear Up
Compliance was tested with the grant terms and guidelines. No findings reported.
- 2017 University Business Continuity Plan and Disaster Recovery Plan Reviews
Business continuity plans for maintenance, authorization and addressing the loss of IT resources were assessed. The policy was evaluated for clarity and the inclusion of procedural elements. Management of the plans for compliance with the policy were assessed. Recommendations were made for the business units to clearly align their business continuity plans with the ITS Disaster Recovery Plan. It was also determined that the policy could be strengthened to provide additional clarity. In addition, it was recommended that the management of the plans include review, training, and inventorying of the departmental business continuity plans.
- Data Inventory Review

An information system controls review of data inventory was conducted. IT applications were identified for possible inclusion in inventory. Also, a recommendation was made to strengthen the process for identifying a complete data inventory.

- IT Security Risk Assessment - Annual review of completion and approval Assurance regarding the completion and approval of an annual University Composite IT Risk assessment and a bi-annual ISO 27002 Gap, Maturity and Risk Assessment, in compliance with the Information Security Risk Management Standard, was obtained.
No findings reported.
- Campus-Wide Reviews - Quarterly reviews were conducted in the areas of fund reconciliations, fixed assets, procurement card disbursements, travel disbursements and foundation expenditures. Also, monthly reviews were conducted regarding the removal of network access for terminated employees and regarding the appropriate access assigned to employees who changed positions within the University. Recommendations to follow policy concerning departmental bookkeeping, procurement cards, and fixed assets were made. No other significant findings to report.

External Audits Update

NCAA Agreed Upon Procedures – NCAA member institutions are required to submit financial data detailing operating revenues and expenses related to their intercollegiate athletics program to the NCAA on an annual basis. The 2016 Independent Accountants' Report on Applying Agreed Upon Procedures was completed. The report was dated December 12, 2016. External CPA: Combs, Tenant, and Carpenter, CPA.

Management Flexibility Reporting

Mr. Mark Bachmeier, Director of Human Resources, presented the Fiscal Year 2015 – 2016 Management Flexibility Report, as required under UNC Policy 600.3.4. He reported compliance with the conditions of our management flexibility. No findings reported.

Trustee Murray indicated that this concluded the report from the Audit Committee (see Appendix D).

REPORT FROM ATHLETICS COMMITTEE: Chair Roess recognized Trustee Carole Wilson, Chair of the Athletics Committee, for the report. Trustee Wilson reported the following:

Comments from Student-Athletes

Junior student-athletes, Savanna Wood from Women's Golf, and Scott Webster from Men's Tennis, gave the Committee insight into their transformational experiences as student-athletes at Appalachian State University. Savanna and Scott discussed their plans to remain involved with their sports after graduation, while continuing their education beyond their bachelor's degrees.

Presentation by Head Football Coach

Mr. Scott Satterfield, Head Football Coach at Appalachian State University, addressed the Committee by discussing his program's 2016 Sun Belt Conference and Camellia Bowl championship season.

Mr. Satterfield gave an overview of how the Appalachian Football program compares to peer institutions in the Sun Belt Conference, and how it can remain competitive in the future. It was also noted that Appalachian Football student-athletes have achieved excellence in the classroom by achieving the highest team grade point average in the fall 2016 semester.

Trustee Wilson indicated that this concluded the report from the Athletics Committee (see Appendix E)

CLOSED SESSION: Chair Roess announced that she would entertain a motion that the Board convene in closed session. Chair Roess asked that the voting Trustees, Chancellor Everts, Vice Chancellors, General Counsel, Acting Chief of Staff, Athletics Director, Director of Human Resources and the Recording Secretary join the voting members in closed session.

Upon motion duly made, seconded and approved, the Board convened in closed session to:

1. prevent the disclosure of privileged information under Chapter 126 of North Carolina General Statutes or 20 United States Code 1232g of United States laws or regulations [N.C.G.S. §143-318.11(a)(1)];
2. consult with its attorney to preserve the attorney-client privilege [N.C.G.S. §143-318.11(a)(3)];
3. establish or instruct the staff or agent concerning negotiations of the price and terms of a contract concerning the acquisition of real property [N.C.G.S. §143-318.11(a)(5)];
4. consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee [N.C.G.S. §143-318.11(a)(6)];
5. hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee [N.C.G.S. §143-318.11(a)(6)]; and

6. plan, conduct, or hear reports concerning investigations of alleged criminal conduct [N.C.G.S. §143-318.11(a)(7)].

PUBLIC SESSION RECONVENED: Upon motion duly made, seconded and approved, the Board reconvened in open session at 11:38 a.m.

Chair Roess recognized Trustee Carole Wilson, Chair of the Athletics Committee, for the following item:

Employment Agreements: Bentley and Dawson

Trustee Wilson, on behalf of the Athletics Committee, recommended approval of the following employment agreements as presented: JohnMark O. Bentley, Head Coach, Wrestling (Attachment 5) and Megan E. Dawson, Head Coach, Field Hockey (Attachment 6).

The Committee's recommendation was approved unanimously.

Chair Roess recognized Trustee Branch, Chair of the Academic Affairs Committee, for the following item:

Promotion and Tenure

Trustee Branch, on behalf of the Academic Affairs Committee, recommended approval of all promotion and tenure recommendations as presented (see Attachment 7).

The Committee's recommendation was approved unanimously.


REMARKS FROM CHAIR ROESS:

Chair Roess made the following comments/announcements/reminders:

- Thanked the committees and their chairs for their reports.
- Thanked Jane Rex and Anthony Jones for their presentation.
- Commencement will take place May 12 & 13, 2017.
- The next scheduled Board of Trustees meeting will be held on Thursday and Friday, June 22 and 23, 2017.
- Presentation of gifts to colleagues, Paul Gates, Jason Marshburn, and Jalyn Howard, whose terms as constituent representatives of the Board of Trustees were ending at the conclusion of this meeting.

ADJOURNMENT: There being no further business, the meeting adjourned at 11:59 a.m.

ALICE G. ROESS, Chair

By: 
Dawn Antonucci
Recording Secretary

Board of Trustees Meeting

ATTACHMENT 1

Friday, March 23, 2017

Plemmons Student Union, on the campus of Appalachian State University

Good morning.

I am pleased to report that the Spring 2017 semester has been busy and productive at Appalachian. There is much to report today, and I am energized by what awaits us.

First I would like to start with some exciting news. Earlier this week, Provost Kruger and I announced three critical leadership hires: J.J. Brown will become our new Vice Chancellor for Student Development and Dr. Neva Specht [SPAKE] has been named dean of our College of Arts and Sciences. Both have served Appalachian well for many years and will begin their new roles on May 1.

J.J. has served Appalachian with excellence and distinction as associate vice chancellor for student development and dean of students since 2010, and his passion and commitment to Appalachian and dedication to the success of our students are recognized and appreciated by the entire Appalachian Community.

Neva has served as interim dean of the College of Arts and Sciences since May of last year, and prior to that she held the role of senior associate dean for the college. She has been a professor of history at Appalachian since 1996 and has a long history of collaboration and leadership among her colleagues and with her students.

Dr. Dane Ward has accepted the position of Dean of Libraries. Dr. Ward currently serves as Dean of the Milner Library at Illinois State University, Normal, and brings a strong background in community-building and campus collaboration, as well as active experience as a speaker and author in the areas of library innovation, information literacy,

and the curricular integration of libraries. He will begin his role with Appalachian on August 1.

It is with mixed emotions that I must also announce that Dr. Alan Utter is leaving Appalachian after a distinguished career here. He has been on our faculty since 1995 and has served as interim vice provost for research since 2014. Alan's next step will be as Provost of Texas Woman's University beginning July 1. While I know all of us at Appalachian are sad to see Alan leave our campus, we are excited for him as he begins his new leadership role.

I would like to take a moment to thank Leroy Wright and Mary Reichel [RYE-chull] for their leadership in serving interim roles in Student Development and the University Libraries, as well as Neva for her interim work in the College of Arts and Sciences while we conducted national searches for these important positions. I would also like to thank the search committees for their work, and recognize Trustee Branch for her role on the search committee for the Vice Chancellor for Student Development. As Susan can attest, serving on a search committee in an academic setting requires significant time and dedication, and I appreciate the work our trustees, faculty, staff and students continue to commit in this regard.

Two additional important items I want to be sure to note: the upcoming one-day fundraising drive for Appalachian will take place on May 4. Historically, this has been a tremendously successful event for Appalachian – we have set new records for fundraising and participation each year since the event began. Please mark your calendars and get ready to support Appalachian during this important annual event.

I would also like to take a moment to thank Provost Darrell Kruger and Interim Vice Chancellor for Advancement Randy Edwards for their leadership on the university's 2025 master plan. Under their leadership, the master planning committee facilitated an open and collaborative process, which enjoyed wide participation from members of the Appalachian and Boone communities. I have been very pleased with the process and feel we can all be confident in a sound vetting process as you vote on the plan today.

Madam Chair, Trustees, and colleagues, I am highly confident about what is ahead for Appalachian.

Over the past three years, the Appalachian Community has worked hard to advance many important initiatives. Initiatives, I am pleased to report, that are reflected in those of the UNC system's strategic plan.

The work of our faculty, staff and students is rooted in a deep and lasting commitment to sustainability. It also supports EVERY INITIATIVE in the system's strategic plan.

The system's five initiatives are:

- Access
- Affordability and Efficiency
- Student Success
- Economic Impact and Community Engagement, and
- Excellent and Diverse Institutions.

Sometimes we use different terminology, but the bottom line is this: these are the same goals we strive toward every day at Appalachian. And each has a direct tie-in to our strategic plan.

We set these goals to prepare leaders. Because ultimately, that's what we do. We prepare leaders – creative problem solvers who approach challenges with the ability to think in an interdisciplinary manner, and it reaps rewards.

A recent study showed that after graduation, nearly 85 percent of our 2014-15 undergraduate alumni – and just under 100 percent of our graduate alumni – are either employed, or enrolled in an institution of post-secondary education.

Feedback from employers indicates they appreciate our graduates' abilities to think critically, build relationships, and communicate effectively. As academics, we know these are skills that also serve them well in educational settings.

This is SUSTAINABLE.

Let's look at the language of the system's strategic plan to explore this.

Access:

Appalachian has long valued an open and accessible pathway to education.

Indeed, we were founded in order to provide access to education for the residents in this rural, western region of the state. We understand the importance of providing access to education for all citizens.

We understand this is SUSTAINABLE.

Last year, Appalachian saw a 33 percent increase in merit-based financial aid for students.

Fundraising for scholarships will continue to grow, because our emphasis on fundraising for need-based and

merit-based scholarships is key to continuing this fundamental tradition of our institution.

Affordability:

Keeping college affordable has always been a priority at Appalachian. Our tuition rates are very competitive and our graduates' college loan debt is comparatively low. Yet affording an Appalachian education is a hardship for some, and out of reach for others. So, while we know enrollment growth and support are important, we are keenly aware that retention is key.

Our graduation and retention rates are well above the average of our Carnegie class. The deliberate, thoughtful, and data-driven work we do to ensure our students' success also helps keep the cost of their college education low. It is also directly tied to **SUSTAINABILITY**.

A recent report by the Association for the Advancement of Sustainability in Higher Education shows a significant correlation between campuses that integrate sustainability into their curriculum and increased graduation and retention rates.

I will continue to hold as a key priority support for initiatives that help our students graduate without overwhelming student debt.

Student Success:

Our approach to student success takes an affordable college experience and makes it a valuable one. We combine an excellent education with initiatives that provide support beyond the classroom, including an emphasis on preventative measures, like safety and wellness education.

Our students and their families appreciate our practice of purposeful care and concern for safety, health and wellness, as well as the many ways we offer guidance throughout our students' paths to graduation.

From our book rental program (which, incidentally, is nearly 8 decades old), our 'Finish in Four' initiative and our graduate school's accelerated admission program, to our early intervention team, to including financial literacy in our students' learning experience, we are committed to student success.

The vice-chancellors and I will continue to find resources for important initiatives like these, and many others, to ensure our students are successful in – and beyond – the classroom.

Because that is SUSTAINABLE.

Efficiency: Appalachian has a system-wide reputation for efficiency. In many ways, this is rooted in our history and the culture of our region. Figuring out how to operate on a lean budget has made us creative and nimble, and has fostered a culture of pride in self-sufficiency. Nevertheless, we are deserving of additional resources.

We have demonstrated time and again our ingenuity in utilizing them.

Since 2007, Appalachian has accumulated over 29 million dollars in avoided energy and water costs. It is no coincidence our campus was the genesis of the Appalachian Energy Summit, which has provided a platform through which UNC campuses, together with industry partners, have avoided more than 499 million dollars in utility costs.

I have been developing, along with Chancellor Dubois [du-BWA] at the University of North Carolina Charlotte, and Chancellor Woodson at North Carolina State University, system-wide strategies around affordability and efficiency.

On a system level, and on our campus, my approach to efficiency is to do MORE WITH MORE, rather than more with less. My commitment to being efficient with our resources is solid. I intend to build on a longstanding legacy that is deeply rooted in the culture of the Appalachian Mountains, to be creative with them. I will tirelessly advocate for resources, knowing we will always make the most of them.

I am ever mindful of the long hours and deep commitment our faculty and staff give to Appalachian. This dedication is one of the many reasons our students and alumni hold such a strong work ethic. It is also one reason we have included work-life balance in our strategic plan.

While there are many wonderful traditions at Appalachian, one I will NOT continue is the expectation that one person will do the work of two – or more – under the guys of efficiency. I will give priority to providing faculty and staff with the appropriate level of support. Adequate staffing and professional development will be key to this. Fundraising efforts will focus on professorships and academic facilities, in addition to scholarships. Enrollment increases will be paced, so that we will be able to support our slow and steady growth.

That is efficient. That is SUSTAINABLE.

Economic Impact And Community Engagement:

Our students have a deep commitment for serving the community through volunteer work and service-learning. Their work has been recognized by the President's Higher Education Honor Roll and the Carnegie Foundation for the Engagement of Teaching.

Since 2004, Appalachian has contributed more than 22.3 million dollars in value to the High Country community through our Appalachian and the Community Together (or ACT) program alone.

Recently, 200 of our students contributed over 1,200 combined hours of service during the 18th Annual Martin Luther King Jr. Day of Service. They worked in 23 different not-for-profit organizations across the High Country. Local schools, organizations that help provide food, clothing and shelter to those in need, organizations that assist at-risk youth and children with physical and intellectual disabilities and area arts organizations benefitted from the work of our students who chose to serve, rather than sleep in.

But make no mistake, in serving others, our students were served as well, taking classroom lessons into the field and learning about themselves and their community while doing so.

For decades, our faculty and staff have found ways to support our community. It seems that even after three years on this campus, every day I learn of a new initiative or organization our faculty and staff have built and sustained, sometimes with little more than grit and determination. These initiatives must become more institutionalized. They are so critical to how we serve our community and our students.

And they are the foundation of SUSTAINABILITY.

Excellent and Diverse Institutions:

While we send you stories about the university regularly, I encourage you to visit the university's website frequently. We highlight examples of research, innovation and creative endeavors on our homepage every day.

Here are just three stories I pulled from appstate-dot-edu:

- Appalachian geology and art students are collaborating to construct a life-size model of a prehistoric reptile that roamed North Carolina 230 million years ago. The students have dubbed their creation “Archie” and are building it based on a handful of pre-historic bones discovered in 2015. Geology professor Dr. Andy Heckert, who led one of the original research teams that discovered and identified the bones, along with lecturer Lauren Waterworth, is working with the students to create a habitat in the Fred Webb Jr. Outdoor Geology Laboratory/Interactive Rock Garden that runs along Rankin Science South. Soon, the garden will be home to a cast bronze replica of Archie the Triassic aetosaur (EÉ-et-o-soar), and will be a teaching tool not only for students at Appalachian, but also for area schoolchildren.
- Additionally, you’ll notice tips on effective conflict resolution and how to create effective social change. As our students become increasingly engaged in the work of effecting meaningful change, we must work to ensure they employ critical thinking skills, resilience and pragmatism.
- You’ll also notice a profile of one of our faculty of distinction, geochemist Dr. Sarah Carmichael, who tonight will be received as a Fellow of The Explorers Club in New York City. Dr. Carmichael joins an elite group dedicated to the advancement of field research, including astronauts John Glenn and Sally Ride, mountaineers Sir Edmund Hillary and Tenzing Norgay, and anthropologists Jane Goodall, and Dian Fossey.

Read the full stories and you’ll discover extraordinary efforts around advancing technology, global learning, educator preparation and instruction.

Be assured, I will continue to prioritize and promote initiatives that support academic excellence.

I have placed fundraising for professorships near the top of the priority list, because while many factors contribute to a university's excellence, the most meaningful of these is the talent of our faculty, who enrich the academic environment, and attract talented students.

While engaging our students both in and outside of the classroom, we are fostering the intellectual, personal and professional development of our students both 'at home' and abroad.

Appalachian is a national leader in education abroad for long-term and short-term study-abroad programs, including international teaching, internships, service learning, and research. Global learning has become so integral to our teaching and learning environment that it will last long beyond the life of our current Quality Enhancement Plan.

Initiatives supporting diversity and inclusiveness remain a top priority and are multi-pronged. Chief among these are to increase the number of historically under-represented students through recruitment and retention strategies. Progress in these areas is steady and includes an increase in under-represented populations of our first-year class.

Retention rates for our under-represented students overall have remained strong, ranging from 83 to 89 percent in the past five years. In some years, retention rates of our African American students have been the highest among all of their first year cohort classmates.

For the Fall 2015 first year cohort, retention was 95 percent.

One has only to glance at our strategic plan to understand our dedication to excellence is based in our commitment to diversity of thought, belief and community. I have said this

before about our strategic plan, and I'll say it again: It is beautiful language, and it's challenging and sometimes quite messy work, and our campus embraces it every day. This work, at its core, is the essence of SUSTAINABILITY. We have been doing it right at Appalachian!

Clearly, our commitment to sustainability is good for the health of the institution. Not only is it integrated into every aspect of the path forward for the UNC system, but also, in a time when institutions of higher education are facing enrollment challenges across the nation, it places Appalachian in high demand.

The transformational experience our students seek is a sustainable one. Fifty-three percent of last year's incoming class told us Appalachian's commitment to sustainability was a deciding factor in their choice to attend Appalachian. When we say sustainability is in our DNA, it's genuine. It's a reality that sets our institution apart, and provides teaching and research opportunities for our faculty, staff and students.

This commitment creates value for the institution, and it makes the degrees of our students and alumni more valuable as well.

THANK YOU for your commitment to Appalachian, which is a commitment to students, faculty and staff who are supporting important sustainability initiatives. At Appalachian, we look forward to continuing along this course, and appreciate your support for our work along the way.

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Board of Trustees Speech

Good morning Chair Roess, Chancellor Everts, Board of Trustee Members, Chancellor's Council members, students, and other distinguished guests.

It has been one of my greatest pleasures and honors to serve as the Student Body President and Board of Trustee member at Appalachian State University. As I reflect on the spirit of my term as Student Body President, these words come to heart:

"Color outside the lines"

As I continue to reflect, I would not have made it through this year without an SGA cabinet who was actively engaged in sparking change on campus, and carrying out our platform very successfully. I must also acknowledge my SGA advisors (Interim Vice Chancellor Leroy Wright and Jeff Cathey, Director of Student Engagement and Leadership) who has challenged me to stay the course and to stay focused on serving the students of Appalachian State. We have not always agreed but my advisors have helped to shape me into the young man and professional I strive to be.

Thank you Interim Vice Chancellor Leroy Wright, and Jeff Cathey.

Together the Howard/Dawson Administration has accomplished and addressed 20 of our 22 platform points. The passion I've seen from this group of individuals has been both inspiring and rewarding. We took stances on critical issues others shied away from addressing. The Howard/Dawson Administration extended our voice to underrepresented students who felt disconnected from our University, while also supporting the interests of students from across all demographics and perspectives. Our administration continued to make strides by helping the student experience grow and improve at Appalachian State University.

The following are a few examples of how the Howard/Dawson Administration engaged the campus over the course of the 2016/2017 academic year:

Safety Walk

We hosted a successful safety walk which included various members of University Administration, Physical Plant and SGA membership. During this process we were able to explore areas of campus that needed to be improved relative to health and safety issues (i.e., lighting issues, damaged steps/sidewalks, broken railings, and crumbling curbs). We were able to capture these issues in a report that we will submit to the University for ongoing improvements.

Signature Events

Over the course of the academic year, we've hosted or co-sponsored several events that facilitated opportunities that contribute to the transformational student experience. Examples of some of these signature events include:

- Our Annual Hunger Banquet
- Housing Fair
- SGA Town Hall
- Let's Talk
- Sustained Dialogue Discussion on Privilege and
- Activities to support the Junluska Community

Tuition and Fee Participation

Tuition and fee processes were our top priority and we ensured that the student voice was heard and consistently present at the table.

On-Campus Voting Site

Appalachian's on campus early voting site was threatened by county government this past year. We worked diligently with Chancellor Everts to communicate and support that the only acceptable voting site to engage students, faculty, staff, and community members in their right to vote was the Plemmons Student Union. SGA helped to register over 4,000 new voters and we had over 6,000 student, faculty, and community members utilize their constitutional right to vote in our student union.

Tailgating Experience

With the growing focus on our successful football program, we want to ensure students have the best gameday experience as possible, and we have worked throughout the year to come up with a new tailgating policy that will work with everyone. We will continue to engage the University Administration in reviewing what is best for Appalachian.

App 101 Seminar Course

App 101 was an SGA initiative and this year the program has began to expand and be perfected. It is still being researched and pilot classes were taught in the fall.

Advocacy and Outreach

Members of SGA have sat on several committees and boards throughout the year. When we are in these spaces we have made it clear to administration that we want transparency and student voices at the table when important decisions are being made. In effect, we've increased the opportunities for students to exercise their voice by sitting on various committees and participating in position searches. We have served on the VC of SD, VC of business affairs, VC of university advancement, MSD Director, and Police Chief search. We have also released several public statements regarding the early voting site, tuition and fees, and support for DACA students. We have also secured \$11,500 in grant funding for clubs and organizations across campus. In the form of SGA grants. This has supported events like Equity in action, ALF, voter mobilization, club trips and conferences, and the faculty and staff appreciation breakfast.

Culture of SGA

In carrying on the tradition of the Rich.Hamirick administration, we saw the need, and had a desire to make SGA a more diverse organization. Kendrick and I are the first all minority ticket in SGA and think that shows you the progress that has been made. Our cabinet is the most diverse SGA has ever seen and that has led to new ideas and increased learning. We established a constitutional review committee that rewrote our constitution and made it up to date and more inclusive. The biggest change is reducing our senate structure from 86 to 68 senate seats.

I am typically viewed as the face of this organization and am the one who gets to do the more glamorous activities in SGA. Our senate and cabinet have been doing the hard ground work that makes the organization run and maintain it's credibility. I would be an unsuccessful president and board member if it were not for the wonderful student leaders I have been surrounded by this entire year. I can not say enough to express my gratitude and appreciation. I have learned more from our administration than I have just about anywhere else in my college career.

Please join me in applauding the talents and contributions of the Howard/Dawson Cabinet and this year's Senators.

APPLAUSE

The Heart of My Reflections

I am blessed by the opportunities Appalachian has provided me.

Serving as Student Body President has been a great privilege. I've had the opportunity to learn from my fellow board members, faculty and staff, administrators, and my fellow students. I've been told you learn more on the job than you do in school and this experience has definitely shown me that. I've had to deal with situations and interactions that have prepared me to navigate the complexities of the world that I will soon enter as a graduate of Appalachian State University. This position has taught me more about myself, what my passions are in life, and how to use my talents to employ change, while sometimes uncomfortable, will improve the student experience. Serving on the board has taught me more about patience, respect, process, professionalism, and standing up for what you believe in no matter what others may say. My fellow board members have been very helpful in offering advice or words of encouragement as I navigated the tough waters of being Student Body President and a board member.

This is a very interesting time in our country and here at Appalachian State. We have been, and are still going through some changes that many believe may change the culture on our campus. I agree that change is necessary at times, especially, when it is needed to align with the goals and priorities of our BoG and state legislature. We need to ensure all members of the campus constituencies feel valued and heard during this time of change and unfortunately from my

experience I do not see that being the case. We can not stifle faculty and staff voice. Throughout my year in this role I have met faculty and staff who have felt left behind and unable to voice their true opinions and beliefs. Upper administration, the chancellor, and the Board must be more proactive in identifying and solving this issue. I understand I am the only one in this room who can say or do certain things. I do not have to worry about losing my job and the effect that might have on me and my family. I have been told countless times not to say certain things because I need to ensure I am getting that recommendation when I leave. If ever decide to hold my tongue and not say what I believe is important because, especially out of own personal gain, I am doing a disservice to the students I represent, and to the faculty, staff, and administration who do not have the privilege of voicing their opinions as I do. They also do not have the privilege of holding a vote on our highest governing body.

We are a defining moment in the history of our university. The state landscape is both interesting a difficult to navigate. Over the past few years we have seen state appropriations lower and as a result student tuition and fees increase. We have no reason to believe this trend will stop. In fact, the situation may only get worse. In the most recent budget proposal we can see where the priorities of our national government lies in regards to higher education. It has been proposed that 3.9 billion dollars be cut from the federal pell grant program, along with other grants being completely cut off. We must be proactive and understand the political and financial climate we are dealing with. Upper administration, the chancellor, and the board must determine what our priorities are and what direction we will head in. Based upon what I have seen, and the votes I have been a part of this year, athletics seems to be our focus point. One of the most eye opening experiences for me this year took place during the tuition and fee process. Some of my fellow board members acknowledged the fact they knew students did not want to see an athletics fee increase at \$21 and they understood our reasoning as to why we did not want it. Despite the fact that the proposal had already been approved by the committee and the chancellor the board decided to maximize our increases and give more money to athletics because "they know what best for this institution". Students just don't understand the administrative and financial side of the university. I've heard this message several times throughout my presidency. As SGA stated throughout the process, we are not discussing who needs money because every department does. We are really asking who is, and is not getting the short end of the stick. Athletics is one of the only departments that can generate a significant outside revenue beyond fees. A few weeks after approving the athletic fee increase a 60 million dollar fundraising plan was launched to ensure we get a new scoreboard and are keeping up with our athletic competitors. That plan was not announced to students or the fee committee when we were voting on fee increases, and I can only speculate as to why, but the answer seems pretty obvious to me. It is important to note athletics can not be found anywhere on our strategic plan or the BoG's strategic plan. Our strategic plan stresses diversity, creating a transformational learning experience, and creating sustainable infrastructure among other things. We must ensure we are aligning our priorities with our strategic plan. Our master plan has identified some of our highest needs being additional flexible learning space, more academic space, and more student space. Going forward it is important for all campus

constituents to ensure our university is moving forward toward the goals we have laid out for ourselves.

In My Final Reflections and What I have learned about myself

What have I learned

I have learned my black identity is powerful. I have been told I am being too aggressive and my message just won't be heard. I've learned the way I style my hair is powerful. I have been told countless times I need to cut my hair. It would look more professional and people would take me more seriously. I hope my actions and voice are what determine how seriously you may take me. I had a woman in the chancellor's box stroke my hair without asking for about 10 minutes. We should all know how problematic that is. I've learned what I wear is who I am and that is powerful. I've learned using my voice to enact change is powerful and being my authentic self and embracing my own privileges is powerful.

In closing I want to remind us why we are all here. We are here for the students, and the students are here to learn and grow as individuals. Appalachian State is an institution that has always valued the student voice and perspective. Students, faculty, staff, and administration are attracted to Appalachian because of our focus on students. As I've stated before, we are dealing with very unique issues coming from the state and federal level. We must continue to ask ourselves how do we get students involved in these discussions and processes. We must ensure students are at the table when decisions are being discussed and made. Students as well as everyone else should have the opportunity to voice their opinions and have their perspective heard. I hope and truly believe this student position on the board will continue to maintain a strong voice and be listened to. It has been my greatest pleasure to serve this great university alongside of others who believe in the greatness of Appalachian State University. Students thank you for trusting me and electing me. Thank you for your time.

NAMING OF UNIVERSITY FACILITIES AND PROGRAMS
Policy 103.3

1 Introduction

- 1.1 Naming Responsibility. The authority for naming a facility or program at Appalachian State University rests with the Board of Trustees, acting after receiving the recommendation of the Chancellor. Benefactors or honorees should be informed throughout the naming discussions that final naming approval for all University facilities and programs rests with the Board of Trustees.
- 1.2 Chancellor's Responsibility. Subject to the responsibilities of the Board of Trustees, the Chancellor shall have responsibility and authority with respect to all naming actions.
- a. No facility or program may be named without the early knowledge and prior approval of the Chancellor. The Chancellor shall endeavor to determine that the proposed action is consistent with the interests of the University, to assure that the amount of the contribution warrants the action proposed, and to maintain equity in the relationship of donations for similar naming actions.
 - b. For academic programs or units, the Chancellor shall assure that representative members of the faculty, staff, and students of the program or unit that is directly affected by the naming have been consulted before acting on the proposal.
 - c. The Chancellor may recommend exceptions to any of the following naming policies, subject to approval of the Board of Trustees and after consultation with University leadership when appropriate.

2 Scope

- 2.1 This policy applies to all property owned or controlled by the State of North Carolina and allocated to Appalachian State University, all property owned or controlled by the Board of Trustees of the Endowment Fund of Appalachian State University, and all operating units and programs of Appalachian State University.

3 Definitions

4 Policy and Procedure Statements

- 4.1 Proposed contribution levels for naming facilities and units, as well as information about potential benefactors or honorees, must be routed through the responsible dean or equivalent officer to the Vice Chancellor for University Advancement (with a copy to the Provost when the proposal involves academic facilities, units or programs) before naming opportunities and/or gift levels have been discussed with prospective benefactors or honorees. The Vice Chancellor will ensure that appropriate University Advancement giving levels and policies

are being followed. Instructions for submitting naming requests to the Vice Chancellor are available from the Office of University Advancement.

- 4.2 Depending upon the nature and scope of the naming of a facility, operating unit, or program, a communications plan will be initiated by the requesting unit or program to ensure that other areas on campus are aware of the new or changed name. If the message is to be communicated broadly externally, the requesting unit or program should coordinate with the Office of University Communications.

- 4.3 The procedure for accepting, screening and approving persons who are nominated for the honor of having a facility, operating unit, or program named for them is as follows:
 - a. Nominees must meet established criteria.
 - b. Individuals may be nominated by faculty, staff, students, alumni or friends of the university. Each nomination shall be presented to the Chancellor or Vice Chancellor for University Advancement in written form and shall include the name of the nominator(s), a vitae or brief biography of the proposed honoree, a description of accomplishments making the honoree worthy of naming, and any other supporting documentation deemed appropriate to assist in the deliberations.
 - c. The Vice Chancellor for University Advancement will check the credentials and eligibility of nominees.
 - d. The Vice Chancellor for University Advancement shall review nominations with an advisory committee known as the Advisory Committee on Naming Facilities, Operating Units, and Programs and composed of the following:
 - i. The Vice Chancellor for University Advancement, serving as chair;
 - ii. A faculty member appointed by the Chancellor from nominations made by the Faculty Senate;
 - iii. A staff member appointed by the Chancellor from nominations made by the Staff Senate;
 - iv. A student member appointed by the Chancellor from nominations made by the Student Government Association;
 - v. A member of the Appalachian State University Alumni Association appointed by the Chancellor;
 - vi. A Director of Development appointed by the Chancellor;
 - vii. The Vice Chancellor for Business Affairs;
 - viii. A member of the Appalachian State University Foundation, Inc. Board of Directors appointed by the Chancellor.
 - e. The Advisory Committee on Naming Facilities, Operating Units, and Programs shall make recommendations to the Chancellor regarding naming. The Chancellor shall select nominees for presentation to the Board of Trustees.
 - f. Following approval by the Board of Trustees, the Chancellor will announce the naming. The Vice Chancellor for University Advancement will

coordinate the naming and ensure that all applicable contribution levels continue to be met.

- g. The naming policy shall be reviewed periodically by the Office of University Advancement. All recommended changes must be approved by the Chancellor and Board of Trustees.

4.4 Naming Facilities, Units and Programs

4.4.1 The act of naming a University facility or unit for a person, a family, or an organization is the conferral by the University of a high honor, bestowed upon those who have made a substantial and sustained contribution to the University or have brought special distinction to the University, to the State, or to society at large by services rendered. The act of naming a facility or unit is to be taken seriously and with concern for how that action will be viewed in the retrospect of decades. In recommending the conferral of a naming honor on individuals, families or organizations, the Chancellor's Advisory Committee on Naming Facilities, Operating Units, and Programs shall evaluate the whole legacy of those individuals or organizations on the basis of standards relevant to the honoree's own time.

4.4.2 It is the policy of the University that facilities, operating units, or programs of the University may be named for individuals, families or organizations in consideration of financial contributions made to the University.

4.4.3 A facility or unit may also be named for a University faculty member, staff member, administrator, alumnus or trustee, or for a public servant or elected official, who is being honored solely for services rendered to the University, State, nation, or society-at-large. Great care must be exercised in bestowing this honor because of the large number of facilities and units that require the private financial support that ordinarily generates a naming honor. Moreover, the consideration for a naming solely for service shall not be undertaken by the Committee until the proposed honoree (1) shall have been deceased for not less than one year or (2) shall have been retired, resigned, or otherwise separated from service to the University for not less than one year. If, however, a proposed naming under the provisions of this paragraph is in response to a financial contribution, the requirement of a delay shall not apply.

4.4.4 Corporate or other organization names may be used to name any University facility. As with individuals honored with facility namings at the University, corporations or organizations proposed for namings should have a positive image and demonstrated integrity. Additional due diligence should be taken to avoid any appearance of commercial influence or conflict of interest. Signage reflecting a corporate or organizational naming of a facility must conform to all University signage guidelines.

4.5 Status of Contribution at the Time of Naming

When a facility or unit is to be named in consideration of a financial contribution, the gift shall have been received by the University or affiliated charitable organization or its future receipt shall be assured through the appropriate signed gift agreement, before a naming action shall be taken, as follows:

- a. Pledges to be paid over a period of time, typically up to five years, are acceptable for current naming of facilities and units when at least the first significant pledge payment has been received and a signed pledge payment agreement for the remainder has been received.
- b. Irrevocable planned gifts may generate current naming of facilities and units if current cash flow considerations are not an issue for the requesting facility or unit. Irrevocable planned gifts will be credited at their present value and particular emphasis will be given to the predictability of the long-term value of the irrevocable deferred gift.
- c. Combinations of revocable planned gifts and cash may occasionally generate current naming opportunities under the right circumstances. Each combination request must be explained fully to the Advisory Committee and a case made for the appropriateness of the naming given the specifics of a particular gift. Particular emphasis will be given to the cash flow requirements of the requesting facility, unit or program, the predictability of the long-term value of the revocable deferred gift component, and the predictability of its receipt.

4.6 Duration and Modification of Namings

- 4.6.1 The duration of a benefactor's or honoree's name on any facility or unit ordinarily continues for as long as the facility or unit is used in the same manner or for the same purpose for which the naming occurred. Upon demolition, replacement, substantial renovation, re-designation of purpose, or similar modification of a named facility or unit, the University may deem that the naming period has concluded. The appropriate University representative will make all reasonable efforts to inform in advance the original benefactors or honorees or their surviving family members when the naming period is deemed to have concluded.
- 4.6.2 In the event of a corporate or organization naming of a facility, unit or program, if the corporate or organization name changes, the University may deem that the naming period has concluded.
- 4.6.3 When the benefactor's or honoree's naming period has concluded, the facility, unit or program may be renamed, with the original name removed, in recognition of new gifts, subject to any specific terms and conditions set forth in the original naming agreement.

4.6.4 In exceptional circumstances, additional names may be added to a facility, unit or program in recognition of an additional gift even if the prior benefactor's or honoree's naming period has not concluded, subject to any specific terms and conditions set forth in the original naming agreement. Hyphenation is one method for jointly naming a facility or unit.

4.6.5 In appropriate instances, most often involving a corporate benefactor, a naming may be granted for a pre-determined fixed term. At the end of the term, the name of the facility or unit shall expire but may be renewed with the same or a new name. The gift agreement should clearly specify the period of time for which the facility or unit will be named.

4.6.6 In certain circumstances, the University reserves the right, on reasonable grounds, to revoke and terminate its obligations regarding a naming, with no financial responsibility for returning any received contributions to the benefactor. These actions, and the circumstances that prompt them, may apply to an approved naming that has not yet been acted upon or to a conferred naming.

4.6.7 If the benefactor's or honoree's reputation changes substantially so that the continued use of that name may compromise the public trust, dishonor the University's standards, or otherwise be contrary to the best interests of the University, the naming may be revoked. However, caution must be taken when, with the passage of time, the standards and achievements deemed to justify a naming action may change and observers of a later age may deem those who conferred a naming honor at an earlier age to have erred. Namings should not be altered simply because later observers would have made different judgments.

4.6.8 If the benefactor fails to maintain payments on a pledge upon which the naming was bestowed, the naming may be revoked. If a planned gift upon which the naming was bestowed does not result in the value agreed upon, the naming may be revoked.

4.6.9. A naming may be revoked in the same manner that it was approved.

5 Additional References

6 Authority

Delegations of Duty and Authority to Boards of Trustees, Appendix I, The Code of the Board of Governors of the University of North Carolina

7 Contact Information

Vice Chancellor for University Advancement, (828) 262-2090

8 Original Effective Date

Approved March 11, 1990

9 Revision Dates

Revised March 24, 2017

Revised _____

**The Plan for Establishment of the
Harry M. Davis Distinguished Professorship in Banking
in the Walker College of Business at Appalachian State University**

Walker College of Business

The mission of the Walker College of Business is to deliver transformational educational experiences that prepare and inspire students to be ethical, innovative, and engaged business leaders who positively impact our community, both locally and globally. Dedicated to instructional excellence, our faculty is also actively engaged in scholarship in practice, theory and pedagogy, and service activities that make possible these transformational educational experiences and serve to benefit the business discipline and the broader community.

Professorship Purpose

The Harry M. Davis Professorship will serve the following purposes:

- 1) to allow the Walker College of Business to honor Dr. Harry Davis, who has served the banking industry with dedication for more than 30 years, by naming a professorship in his honor, and
- 2) to allow the Walker College of Business to attract and retain additional talent to teach, research, and perform service in the field of banking, preserving and building upon Dr. Davis's lifetime of work.

Honoring Dr. Harry M. Davis

Dr. Harry M. Davis has served as Professor of Banking since 1980 in the Walker College of Business and as Economist for the North Carolina Bankers Association since 1981. He is former Chair of the Department of Finance, Banking, and Insurance (1981-1998).

As the North Carolina Bankers Association Economist, Dr. Davis puts together quarterly economic forecasts that are carried by various news outlets. Dr. Davis is frequently interviewed throughout the year by newspapers, television, and radio stations for stories on the economy and banking. Dr. Davis is a frequent speaker at state, regional and national banking conventions on economic and banking issues.

Dr. Davis is the Dean of, and serves also as an instructor for, the North Carolina School of Banking. He is an instructor for the Director's College sponsored by the North Carolina Commissioner of Banks and the FDIC. Dr. Davis is also an instructor for the North Carolina Insurance Executive Management School and the South Carolina School of Banking.

Dr. Davis is active in the consulting field and has presented seminars to business groups both in North Carolina and nationwide. He puts together feasibility plans, business plans and valuations for both financial and nonfinancial corporations. Dr. Davis also has served as a consultant for numerous start-up banks in North Carolina.

Proposed Procedure for Establishing the Distinguished Professorship

- The Harry M. Davis Professorship in Banking will be a single position in the Walker College of Business at the rank of Professor. The professorship is open to the academic ranks of full professor as a distinguished professor, or associate professor as distinguished scholar. A recipient will retain the professorship for a period of 5 years; re-appointment is possible, subject to satisfactory annual review.
- The holder will be salaried in an amount at or above the average salary for Professors of the same classification/rank in the department. Income from the Professorship endowment will be used to subsidize the Professor's salary and to provide additional operating and travel expenses for the Professor.

Selection of the Distinguished Professor

- Internal and external applicants may be considered. The search and selection process will follow established University guidelines as referenced in the Appalachian State University Faculty Handbook. The rank and title will be decided at the time of appointment, and will be dependent upon the qualifications of the appointee. The Senior Vice President in the General Administration will be notified of the rank and title at the time of the initial appointment and shall also be notified of any later change in the terms of the appointment.
- A recipient must have a demonstrated record of outstanding performance in instruction, scholarship, or service in the banking discipline, and a record of performance in all three of these areas which at least meets expectations.
- A recipient must have a record of representing an organization or institution well, serving as a positive role model for students, and must represent an organization or institution with accuracy, forthrightness, integrity, and dignity. The professorship may be revoked by the dean if there is evidence that the professor does not meet these expectations.
- The holder will maintain a high level of professional service, scholarship, and leadership beyond the institution. Additionally, the holder will be expected to be available for consultation with faculty, researchers, and the community; and will contribute to the University in ways suitable to his/her background and talents.

The holder will provide service to the North Carolina banking industry and will serve as a liaison between the college and the industry.

Benefits to the Institution

- Allow Appalachian State University to remain competitive and retain high-quality faculty.
- Enhance the reputation of Appalachian State University and Walker College of Business in the field of banking.
- Provide expertise in banking shared with students, faculty and community.
- Advance the mission, vision, and values of Appalachian State University.

EMPLOYMENT AGREEMENT FOR WRESTLING HEAD COACH

This Employment Agreement (the "Agreement") is made this 24th day of March, 2017, by and between Appalachian State University ("Appalachian") and JohnMark O. Bentley ("Coach"). In consideration of the mutual covenants, promises and conditions in this Agreement, Appalachian and Coach agree as follows:

1.0 Employment:

1.1 Subject to the terms and conditions stated in this Agreement, Appalachian agrees to employ Coach as head wrestling coach at Appalachian, and Coach agrees to and accepts the terms and conditions of employment outlined in this Agreement.

1.2 Coach's employment at Appalachian will be subject to all applicable policies and procedures adopted and approved by the Board of Governors of The University of North Carolina (the "University"), the Board of Trustees and the Chancellor of Appalachian and Appalachian's Department of Athletics (the "Department"), all as may be revised from time to time. Coach's position is classified as EHRA non-faculty and is not subject to the State Human Resources Act, North Carolina General Statutes, Chapter 126, except for articles 6, 7, 14 and 15 thereof. The employment policies contained in Chapter 300 of The UNC Policy Manual, approved by the Board of Governors of the University, and adopted as institutional policies by the Board of Trustees of Appalachian (collectively, the "EHRA Policies") apply to Coach. In the event of any conflict between the terms of this Agreement and the EHRA Policies, the EHRA Policies will govern. Coach acknowledges and agrees that Coach has reviewed and understands the policies and procedures of the University found at <http://www.northcarolina.edu/policy/index.php> (in particular, Policy 300.2.1, a copy of which has been provided to Coach with this Agreement) and those of Appalachian found at http://policy.appstate.edu/Policy_Manual, and has been provided with a copy and has reviewed and understands those in the Department Policies and Procedures Manual. Coach acknowledges and agrees that Coach's position is not a position eligible for tenure.

1.3 Coach will work under the immediate supervision of the Director of Athletics of Appalachian, (the "Director of Athletics") and/or the Director of Athletics' designee. The Director of Athletics and the Chancellor will evaluate Coach's performance on an annual basis and the Director of Athletics will provide Coach with an annual performance evaluation.

1.4 Coach will coach and be responsible for the wrestling team (the "Sports Team"), and perform such other duties in the intercollegiate athletics program of Appalachian as may be assigned from time to time by the Director of Athletics. Appalachian reserves the right to reassign Coach to duties other than as set forth in this Agreement while continuing the salary and benefits stated herein. In no event, however, will Coach be assigned to any position which is not consistent with Coach's education and experience. In the event of reassignment, Appalachian will not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources whatsoever.

1.5 Appalachian is committed to providing equal opportunity in employment to all applicants and employees. Appalachian does not discriminate with respect to hiring or the terms and conditions of employment, on the basis of race, color, national origin, religion, sex, gender identity and expression, political affiliation, age, disability, veteran status, genetic information or sexual orientation (the "Equal Employment Opportunity Policy" or "EEO Policy"). Appalachian actively promotes diversity among students and employees. Coach will implement the EEO Policy in all recruitment, supervision and other activities with applicants and employees.

1.6 Appalachian is committed to providing students equal opportunities to participate in and receive the benefits of its educational and extra-curricular programs and activities. Coach will not discriminate against students on any business prohibited by federal or State law, or University or Appalachian policies, in any activity contemplated by this Agreement.

1.7 Notwithstanding any other provision of this Agreement, Coach may seek and obtain sport-related employment without prior consent of the Director of Athletics if Coach is reassigned pursuant to section 1.4 or Coach's employment is terminated pursuant to section 5.1.8.

2.0 Term:

2.1 The employment conferred herein is for a stated, definite term commencing on July 1, 2017 and terminating on June 30, 2020, subject to the EHRA Policies and the conditions stated herein.

3.0 Compensation:

3.1 The annual salary for the work performed in this position during the stated term is payable in approximately equal monthly installments, less customary and applicable deductions and withholdings. Subject to all necessary approvals required by University policies the total annual salary ("Base Salary") shall be as follows:

1. from July 1, 2017 - June 30, 2018: Seventy-Six Thousand Dollars (\$76,000.00);
2. from July 1, 2018 - June 30, 2019: Seventy-Eight Thousand Dollars (\$78,000.00); and
3. from July 1, 2019 - June 30, 2020: Eighty Thousand Dollars (\$80,000.00).

3.2 Coach's compensation may be reviewed periodically, subject to any policies adopted by the Board of Trustees of Appalachian or the Board of Governors of the University. Increases in salary during the term of Coach's employment, if any, are at the sole discretion of the Director of Athletics and subject to the approval of the Chancellor and the Board of Trustees of Appalachian. Currently, Appalachian's supplemental pay policy (the "Supplemental Pay Policy") limits supplemental income to 20% of an employee's base salary during the academic term and 38.4% during the non-academic term (i.e., the summer). A copy of the existing Supplemental Pay Policy can be found at http://policy.appstate.edu/Supplemental_Pay. Coach acknowledges and agrees that Coach

has reviewed and understands the Appalachian Supplemental Pay Policy. Coach acknowledges and agrees that all supplemental income described in Sections 3.6 and 3.8 of this Agreement is subject to the Supplemental Pay Policy. Incentive compensation, if any, will be provided in accordance with the Addendum attached hereto and incorporated herein.

3.3 While actively employed, Coach will be entitled to receive all employment-related benefits that are normally available to other EHRA non-faculty employees with like appointments. Such benefits may include group family health insurance, group family life insurance, and a retirement program. Coach acknowledges that fringe benefits provided by Appalachian are subject to change from time to time by Appalachian, the University and/or the North Carolina General Assembly.

3.4 Coach may earn other revenue while employed by Appalachian with prior approval of the Director of Athletics and the Chancellor. Any outside compensation opportunities are specifically subject to compliance with the "Policy on External Professional Activities for Pay" of the Board of Governors of the University (specifically UNC Policy 300.2.2.1[R]), found at <http://www.northcarolina.edu/policy/index.php>, and Appalachian's policies on external professional activities and conflicts of interest and commitment, found at: http://policy.appstate.edu/Policy_Manual. Coach acknowledges and agrees that Coach has reviewed and understands such policies. Additionally, such opportunities are subject to all other relevant State and Federal policies and laws concerning conflicts of interest. Such activities are independent of Coach's employment with Appalachian, and Appalachian will have no responsibility for any claims arising therefrom. Opportunities for outside compensation will include, but are not limited to, engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, speeches, commercial endorsements, camps, and clinics, except as outlined below. Subject to specific reporting requirements established by Appalachian, no external activities for pay will be allowed without having on file with the Athletics Director a signed approval of the "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities.

3.5 In accordance with Appalachian policies and NCAA Bylaw 11.2.2, which are incorporated herein by reference, Coach will report annually on July 1 to the Chancellor through the Director of Athletics all athletically-related income from sources outside Appalachian, including, but not limited to, income from annuities or any other sources, including sports camps and clinics, television and radio programs, commercial endorsements, consulting agreements, and all other athletically-related income from any source other than Appalachian. Further, Coach agrees to provide or cause to be provided to Appalachian reasonable and prompt access to all records related to such income.

3.6 With respect to the operation of camps and/or clinics using Appalachian service marks, trademarks, and other indicia, or for any such operation on Appalachian's property, such activity will only be allowed with the prior written approval of the Director of Athletics, and will be conducted in accordance with all applicable Appalachian policies, including those requiring the payment of fees for use, if any, of Appalachian facilities, indicia or other property. To the extent any such camp or clinic is operated through

Appalachian or is otherwise under the sponsorship of Appalachian, Coach's compensation therefrom will be subject to Appalachian's Supplemental Pay Policy. Coach acknowledges and agrees that Coach has reviewed and understands the Appalachian Supplemental Pay Policy. Further, Coach agrees that such policy applies to income earned through camps and/or clinics which are run through or sponsored by Appalachian. Appalachian expressly makes no guarantee of any compensation to Coach from such activities.

3.7 While actively employed, Coach will be entitled to annual leave in accordance with the EHRA Policies.

3.8 In addition to the monthly salary, dependent upon and subject to the availability of funds of the Athletics Department, Coach may receive either a courtesy car or a car allowance in the amount of Three Hundred Fifty Dollars (\$350) per month, less customary withholding and deductions, for vehicle expenses in lieu of mileage and/or rental car expenses incurred in the performance of Coach's employment responsibilities. Should the Director of Athletics, or the Director's designee, determine in his/her sole discretion, that the courtesy car or stipend shall no longer be provided to Coach, Coach will be informed as soon as practicable.

4.0 Coach's Duties and Responsibilities:

4.1 Coach is employed by Appalachian as Head Coach of the Sports Team with all the duties, responsibilities, and obligations normally associated with such position at a university such as Appalachian. Duties will include, but not be limited to, the following:

4.1.1 Coach and oversee conduct of all activities of the Sports Team in keeping with the educational purpose, traditions, integrity and ethics of Appalachian by fostering educational values and maintaining a program of integrity;

4.1.2 Conduct himself/herself and the Sports Team in accordance with the Constitution and the Bylaws of the Sun Belt Conference (or such other conference with which Appalachian may be affiliated from time to time) ("Conference") and of the National Collegiate Athletic Association ("NCAA"), all State and Federal laws, the University's policies and procedures, Appalachian's policies and procedures, and the Department's policies and procedures, all of which as may be amended from time to time. Coach shall conduct himself/herself within the traditional high standards associated with Coach's profession. Failure of the Sports Team to comply with the same standards will, at the option of Appalachian, be deemed a violation of the provisions of this Agreement and may be determined to be grounds for disciplinary action up to and including termination of this Agreement;

4.1.3 Recruit and retain only academically qualified student-athletes and promote, contribute, and encourage academic progress, in conjunction with

Appalachian's faculty and administrators, of such student-athletes toward graduation in defined degree programs;

4.1.4 Use Coach's best effort to ensure that student-athletes on the Sports Team conduct themselves in a sportsmanlike manner and in other ways that will result in a positive image of Appalachian both on and off the court;

4.1.5 Maintain responsibility for the fiscal and budgetary functions associated with the Sports Team under the direction of the Director of Athletics;

4.1.6 Provide a positive energy and excitement to the campus community and Appalachian's fan base in order to increase student and fan attendance for the Sports Team;

4.1.7 Maintain a visible and positive presence with students, faculty, and staff;

4.1.8 Contribute to the positive culture of the Department by attending coaches meetings, departmental staff functions, outings, etc., as well as ensuring that Coach's staff does the same;

4.1.9 Maintain responsibility and promote an atmosphere for compliance within the program overseen by Coach, and monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to Coach. In addition, Coach is responsible for compliance with policies of the University, Appalachian, the Department, the Conference and the NCAA. Coach stipulates that Coach's employment may be suspended for a period of time, without pay, or terminated, if Coach is found to be involved in deliberate or serious violations of NCAA Regulations. Likewise, Coach stipulates that Coach's employment may be suspended for a period of time, without pay, or terminated, if the Athletics Director or Chancellor of Appalachian determines that Coach knew or should have known that assistant coaches or other staff subject to Coach's supervision were involved in deliberate or serious violations of NCAA Regulations. Further, Coach will provide annual performance evaluations for assistant coaches and staff;

4.1.10 Conduct recruiting activities, practices, game preparation, and coaching duties so as to develop and maintain a program of the highest quality and which is competitive within the Conference and the NCAA;

4.1.11 Maintain and enforce any and all disciplinary policies and drug policies of the University, Appalachian, the Department, the Sports Team, the Conference and the NCAA;

4.1.12 Attend meetings of the Appalachian Yosef Club to promote the Sports Team, the number of meetings and related activities to be determined on an annual basis by the Director of Athletics; and

4.1.13 Comply with such other directives that the Director of Athletics may reasonably make from time to time.

4.2 It is recognized by the parties that a student-athlete may be declared not eligible for competition for academic reasons, because Appalachian believes such student-athlete would not be an appropriate representative of Appalachian, as a disciplinary sanction under Appalachian's student conduct code, or because Appalachian believes that such student-athlete is not eligible according to the rules for athletic competition specified by the Conference or the NCAA or for similar reasons. This decision may be made either by Coach, the Director of Athletics or the Chancellor.

4.3 Coach will seek to maximize print, radio and television coverage favorable to Appalachian.

4.4 Coach agrees that Appalachian may use, without additional compensation, Coach's name, picture, likeness and voice in connection with programs and endorsements that promote Appalachian athletics and in all other respects for purposes of this Agreement.

4.5 If Coach is found to be in violation of NCAA or Conference rules and regulations, whether while employed by Appalachian or during prior employment at another NCAA member institution, Coach will be subject to disciplinary action as set forth in NCAA enforcement procedures and/or applicable Appalachian policies, rules or regulations. Such disciplinary action may include termination for cause in accordance with section 5.0 of this Agreement.

4.6 Coach agrees to faithfully and diligently perform the duties of this position, and to devote such time, attention, and skill to the performance of these duties as necessary to perform the responsibilities of the position of Head Coach for the Sports Team. During the term of this Agreement, Coach will report and be under the immediate supervision of the Director of Athletics and/or the Director of Athletics' designee and will regularly confer with the Director of Athletics or such designee on matters concerning administrative and technical decisions. Coach agrees that Coach's failure to discharge any of these duties constitutes a breach of this Agreement that would allow Appalachian to discharge Coach "for cause" pursuant to section 5.0 of this Agreement.

5.0 Termination for Cause:

5.1 Appalachian has the right to terminate this Agreement "for cause" in accordance with EHRA Policies. In addition to the meaning of "for cause" in University and/or Appalachian policies and procedures, as well as its normally understood meaning in employment agreements, the term "for cause" includes, but is not limited to, any of the following:

5.1.1 A violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Coach's abilities;

5.1.2 A violation by Coach of any of the other terms and conditions of this Agreement;

5.1.3 Any conduct of Coach that constitutes moral turpitude, or which would tend to bring public disrespect, contempt or ridicule upon Appalachian, or failure to follow the high moral and ethical standards commonly expected of a coach as a leading representative of the Department at Appalachian;

5.1.4 A major (Level 1 or Level II) violation by Coach, or knowing participation by Coach in a major violation, or similar violation by an assistant coach or staff member of which Coach had reason to know, or should have known through the exercise of reasonable diligence, or which Coach condoned, of: (i) an NCAA rule, regulation or bylaw; (ii) a Conference regulation or bylaw; or (iii) any University/Appalachian policy, regulation, rule or procedure. For purposes of this subparagraph, whether or not a major violation has occurred shall be reasonably determined in the discretion of Appalachian after its review of the relevant facts and circumstances;

5.1.5 Misconduct of the Coach, or of assistant coaches or staff of which the Coach knew, had reason to know, or should have known through the exercise of reasonable diligence, or which Coach condoned, of such a nature that such misconduct would offend the traditions and ethics of Appalachian, or which brings discredit to Appalachian;

5.1.6 Any conduct of Coach that would constitute legitimate grounds for termination under the common law of North Carolina or under case law interpreting Title VII of the Civil Rights Act of 1964, as amended, including, but not limited to, insubordination, failure or refusal to cooperate with others in the Department or Appalachian, conduct that adversely affects morale or a supervisor's ability to supervise in the Department or Appalachian, and other conduct that is detrimental to Appalachian's legitimate interests;

5.1.7 Failure to positively represent Appalachian and Appalachian's athletics programs in private and/or public forums; or

5.1.8 Financial exigency or program curtailment or elimination as provided for in the EHRA Policies.

5.2 In the event of termination of the Coach's employment "for cause" prior to the expiration of this Agreement, all obligations of Appalachian to make further payments and/or provide other consideration hereunder will cease as of the end of the month in which such termination occurs. In addition, Appalachian will not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources whatsoever.

5.3 Coach has the right to terminate this Agreement, if Appalachian is in substantial breach of the terms of this Agreement and such breach is not remedied within thirty (30) days from the Director of Athletics' receipt of written notice thereof from Coach. Neither party will have any further obligation to the other from and after the effective date of such termination.

6.0 Termination Without Cause:

6.1 Appalachian may terminate this Agreement without cause at any time by giving written notice to Coach, subject to the following provisions:

6.2 Appalachian shall, on or before the expiration of 60 days following the effective date of termination, pay Coach any Incentive Compensation already earned, but not yet paid, under the Addendum to this Agreement.

6.3 The parties recognize that a termination of this Agreement by Appalachian without cause prior to its natural expiration could cause Coach to lose certain benefits, supplemental compensation, or external compensation relating to Coach's employment at Appalachian, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision.

6.3.1 In the event of a termination without cause pursuant to this Section, Appalachian shall pay Coach liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of seventy-five percent (75%) of the Base Salary only that would have been owed to Coach under Section 3.1 for the remainder of the term of this Agreement ("Remainder Term"). Payment of such liquidated damages, if any, will be made on a monthly basis, subject to customary and applicable deductions and withholdings, until all payments due under this Section 6.3 have been paid in full.

6.3.2 The parties agree that, pursuant to this liquidated damages provision, Appalachian will not be liable to Coach for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources whatsoever that might ensue as a result of Appalachian's termination of this Agreement without cause.

6.4 Notwithstanding any other provision of this Agreement, Coach agrees to mitigate Appalachian's obligation to pay liquidated damages. The compensation due the Coach under paragraph 6.3 will be reduced by the Coach's earned income from all other sources during the Remainder Term. The measure of income earned by the Coach during the Remainder Term will be determined by Appalachian from signed individual or joint income tax returns of the Coach covering any and all parts of the Remainder Term as submitted by the Coach to the United States Internal Revenue Service (IRS). The Coach hereby agrees to provide Appalachian certified copies of said tax returns at the same time they are filed with the IRS, authorizes Appalachian to obtain directly from the IRS certified copies of all such tax returns, and agrees to execute and cause execution of any documents necessary to effect such authorization upon request. Coach will refund immediately to Appalachian any payments in excess of the compensation remaining due under this paragraph after reductions have been calculated. Failure of Coach to perform any obligations set forth in this paragraph, or acceptance by Coach of new employment at a salary exceeding that which Coach was earning at Appalachian at the time of termination under Section 6.0, will relieve Appalachian of all further obligations under this Agreement. The obligations of the Coach to refund payments and provide tax returns to Appalachian will extend beyond the ending date of the term of this Agreement or any extension thereof.

7.0 Termination By Coach:

7.1 Coach agrees that the promise to work for Appalachian for the entire term of the Agreement is essential to Appalachian. The parties agree that the Coach has special, exceptional, and unique knowledge, skill and ability as a Coach for the Sports Team, which, in addition to the continuing acquisition of coaching experience at Appalachian, as well as Appalachian's special need for continuity in its Sports Team, render Coach's services unique. Coach therefore agrees, and hereby specifically promises, not to actively seek, negotiate for or accept wrestling related employment, under any circumstance, without first obtaining written permission from the Director of Athletics, such employment including, but not limited to, a wrestling coach or administrator of or over a wrestling program at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere, or in wrestling broadcasting, requiring performance of duties prior to the expiration date of the term of the Agreement or any extension thereof.

7.2 Coach agrees that Appalachian will have the right, in addition to any other rights which Appalachian may possess, to obtain an injunction by appropriate judicial proceedings to prevent Coach from performing coaching activities or other related services in violation of this Agreement, for any person, university, firm, corporation or other entity; and against any other breach of this Agreement. Coach also agrees to indemnify and hold Appalachian harmless for its costs in any judicial proceeding necessary or appropriate to enforcement of Appalachian's rights under this Agreement, including court costs and attorneys' fees.

7.3 Coach acknowledges that Coach's acceptance of employment from any other person or entity without first obtaining the permission of the Director of Athletics constitutes a breach and automatic termination of this Agreement. In the event of such breach, Coach

shall pay Appalachian liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of Coach's Base Salary as set forth in 3.1 of this Agreement multiplied by the number of full and partial contract years remaining under the Agreement. Payment of the total amount of liquidated damages shall occur over the remaining term of the Agreement as follows: 1) on the effective date of breach by Coach, payment shall be made of amounts due with respect to the remainder of that contract year; and 2) payments due hereunder with respect to each subsequent contract year shall be made on or before the last day of such subsequent contract year, until all amounts due under this section have been paid in full.

7.4 This is an agreement for personal services. The parties recognize and agree that a termination of this Agreement by Coach prior to its natural expiration could cause Appalachian to lose its valuable investment in Coach's continued employment at Appalachian and could cause Appalachian additional damages beyond its lost investment, including but not limited to a possible adverse effect on recruiting. The parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by Coach and that the liquidated damages provision of this section shall not to be construed as a penalty, but as an attempt by Coach and Appalachian to establish adequate and reasonable compensation to Appalachian in the event Coach terminates this Agreement prior to its natural expiration. Therefore, the parties have agreed on this liquidated damages clause.

7.5 Appalachian agrees not to unreasonably withhold permission for Coach to discuss another position pursuant to section 7.1 above.

8.0 Termination for Death or Disability of Coach:

8.1 This Agreement shall terminate automatically if Coach dies, or if Coach becomes disabled and is unable to perform the essential functions of the job with or without a reasonable accommodation.

8.1.1 If this Agreement is terminated pursuant to this section because of death, Coach's salary and all other benefits shall terminate as of the calendar month in which death occurs, except that Coach's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by Appalachian and due to Coach as an EHRA non-faculty employee. Coach's personal representative or designated beneficiary shall be paid all earned but unpaid compensation pursuant to the terms of this Agreement.

8.1.2 In the event that Coach becomes and remains unable, in the sole judgment of the Director of Athletics, to perform the essential functions of Coach's employment hereunder for a period of ninety (90) days because of medical illness or incapacity and Appalachian thereupon affords notice of termination, except for payment of amounts due Coach accrued hereunder prior to the date of termination and payment of any disability benefits to

which Coach may be entitled pursuant to any disability program in which Coach is enrolled through Appalachian, Appalachian shall have no further liability to Coach pursuant to this Agreement. Specifically and without limitation, at the end of such ninety (90) day period, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled through Appalachian.

9.0 Restrictions On Other Employment:

9.1 In the event of a termination of this Agreement prior to its natural expiration, Coach agrees that Coach will not obtain employment as a coach with any Conference member institution for the Remainder Term under this Agreement. The parties agree that money damages would be inadequate to remedy a breach of this covenant; therefore, Appalachian shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from violating this section.

10.0 Relationship Between the Parties:

10.1 The relationship between Coach and Appalachian will be determined solely by the terms and conditions of this Agreement, including, but not limited to, the EHRA Policies and all other applicable Appalachian, Department and University policies and procedures as they may be amended from time to time.

11.0 Ownership of Information:

11.1 All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data 1) furnished to Coach by Appalachian; or 2) developed by Coach on behalf of Appalachian or at Appalachian's direction, or for Appalachian's use or otherwise in connection with Coach's employment hereunder; are and shall remain the sole and confidential property of Appalachian. If Appalachian requests access to or the return of such materials at any time during, or at or after the termination, of Coach's employment, Coach shall immediately deliver all such information to Appalachian.

12.0 Taxes:

12.1 Coach acknowledges that, in addition to the salary provided for in this Agreement, certain benefits that Coach receives incident to this employment relationship with Appalachian may give rise to taxable income. Coach agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. Coach also understands that Appalachian shall withhold taxes on amounts paid or due to Coach, and the value of benefits provided to Coach, to the extent required by applicable laws and regulations.

13.0 Public Record:

13.1 Coach acknowledges and understands that, upon execution of this Agreement, the payment amounts and other terms and conditions contained herein shall not be confidential and shall be considered a public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 *et seq.*

14.0 Governing Law:

14.1 This Agreement will be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of law provisions. The courts of North Carolina will be the forum for any lawsuits arising from or incident to this Agreement. The parties agree that any rule to the effect that an agreement shall be construed against the party drafting it shall have no application to this Agreement.

15.0 Severability:

15.1 If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for any reason, it will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.

16.0 Board of Trustees' Approval:

16.1 The parties understand that, in accordance with a policy of the Board of Governors of the University, this Agreement will not be valid until it is approved by the Board of Trustees of Appalachian.

17.0 Compensation Conditional:

17.1 Since support for this position is funded in whole or in part from sources other than continuing State budget funds, the continuation of your employment in this position is contingent upon the continued availability of funds from such other sources to support this position. The source of funding for this position is Athletics Department receipts. The effect of this contingency may apply without the additional notice of intent not to renew otherwise required by Sections III.B and III.C of *The UNC Policy Manual*, Policy 300.2.1; provided, you shall be informed at the earliest practicable date of the occurrence of such a funding contingency.

18.0 Non-assignment:

18.1 Neither party to this Agreement will assign this Agreement as a whole, or in part, without the written consent of the other. Any attempt to do so will render this Agreement null and void.

19.0 Notices:

19.1 Whenever it will be required or permitted that notice or demand be given or served by either party to this Agreement on the other, unless otherwise specifically provided, such notice or demand will be given or served in writing by hand delivery or certified mail, return receipt requested, addressed as follows:

If to Appalachian:

Mr. Douglas P. Gillin
Director of Athletics
Appalachian State University
Athletics Center
Boone, NC 28608
Facsimile: 828-262-2556

If to Coach:

JohnMark O. Bentley
Head Coach Wrestling
Appalachian State University
Athletics Center
Boone, NC 28608
Facsimile: 828-262-2556

With copy to:
Office of General Counsel
Appalachian State University
ASU Box 32126
Boone, NC 28608

20.0 Entire Agreement:

20.1 This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendments(s) to this Agreement, executed by both parties prior to becoming effective.

21. Offer Conditional

21.1 This offer is conditional upon acceptance and will be held open until 5:00 p.m. Eastern Standard Time on March 31, 2017. Please indicate your acceptance by signing and dating the enclosed copy in the space indicated and returning it to the Director of Athletics at or before that time. Your failure to do so will be deemed to constitute a rejection of an initial offer of employment or resignation from employment, as the case may be.

Sincerely,

Douglas P. Gillin
Director of Athletics

Sheri N. Everts
Chancellor

AGREED AND ACCEPTED:

JohnMark O. Bentley

Print Name

Date

APPROVED by the Board of Trustees of Appalachian State University at its meeting on
March 24, 2017.

Dr. Alice G. Roess, Chair
Board of Trustees of Appalachian State University

Date

Addendum for Head Coach Wrestling

JohnMark O. Bentley

Incentive Compensation

1. Academic Performance of Wrestling Team

1.1 In years in which the Academic Progress Rate (APR) is 950 or above, Coach will receive additional compensation from Appalachian in the amount of Two Thousand Five Hundred Dollars (\$2,500).

1.2 Coach shall receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each academic year (fall and spring term combined) that the aggregate team grade point average is 3.0 or above as determined by the Director of the Academic Support Program for Student-Athletes.

1.3 Coach shall receive additional compensation of One Thousand Five Hundred Dollars (\$1,500) for each semester (fall term and spring term) that the aggregate Wrestling team grade point average is above 2.75 and equal to or below 3.0, as determined by the Director of the Academic Support Program for Student-Athletes.

1.4 During each academic year, only additional compensation may be earned under either section 1.2 or 1.3, but not both, each semester.

2. Competitive Team Success

2.1 In years in which Appalachian's wrestling team wins outright or shares the regular season Conference championship, Coach will receive additional compensation from Appalachian in the amount of Five Thousand Dollars (\$5,000).

2.2 In years in which Appalachian's wrestling team wins the Conference tournament championship, Coach will receive additional compensation from Appalachian in the amount of Two Thousand Five Hundred Dollars (\$2,500).

2.3 In years in which Coach is named the Conference Coach-of-the-Year, in addition to the compensation specified above, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

3. Compensation Subject to Withholding

All incentive compensation paid under the provisions of this Addendum will be subject to customary and applicable deductions and withholdings, including but not limited to State and federal income tax withholding.

4. Time of Payment

All amounts owed to Coach pursuant to this Addendum shall be paid within sixty (60) days of the close of the Sport Team's season or the satisfaction of the condition stated if such condition occurs after the close of the season.

EMPLOYMENT AGREEMENT FOR FIELD HOCKEY HEAD COACH

This Employment Agreement (the "Agreement") is made this 24th day of March, 2017, by and between Appalachian State University ("Appalachian") and Meghan E. Dawson ("Coach"). In consideration of the mutual covenants, promises and conditions in this Agreement, Appalachian and Coach agree as follows:

1.0 Employment:

1.1 Subject to the terms and conditions stated in this Agreement, Appalachian agrees to employ Coach as head field hockey coach at Appalachian, and Coach agrees to and accepts the terms and conditions of employment outlined in this Agreement.

1.2 Coach's employment at Appalachian will be subject to all applicable policies and procedures adopted and approved by the Board of Governors of The University of North Carolina (the "University"), the Board of Trustees and the Chancellor of Appalachian and Appalachian's Department of Athletics (the "Department"), all as may be revised from time to time. Coach's position is classified as EHRA non-faculty and is not subject to the State Human Resources Act, North Carolina General Statutes, Chapter 126, except for articles 6, 7, 14 and 15 thereof. The employment policies contained in Chapter 300 of The UNC Policy Manual, approved by the Board of Governors of the University, and adopted as institutional policies by the Board of Trustees of Appalachian (collectively, the "EHRA Policies") apply to Coach. In the event of any conflict between the terms of this Agreement and the EHRA Policies, the EHRA Policies will govern. Coach acknowledges and agrees that Coach has reviewed and understands the policies and procedures of the University found at <http://www.northcarolina.edu/policy/index.php> (in particular, Policy 300.2.1, a copy of which has been provided to Coach with this Agreement) and those of Appalachian found at http://policy.appstate.edu/Policy_Manual, and has been provided with a copy and has reviewed and understands those in the Department Policies and Procedures Manual. Coach acknowledges and agrees that Coach's position is not a position eligible for tenure.

1.3 Coach will work under the immediate supervision of the Director of Athletics of Appalachian, (the "Director of Athletics") and/or the Director of Athletics' designee. The Director of Athletics and the Chancellor will evaluate Coach's performance on an annual basis and the Director of Athletics will provide Coach with an annual performance evaluation.

1.4 Coach will coach and be responsible for the field hockey team (the "Sports Team"), and perform such other duties in the intercollegiate athletics program of Appalachian as may be assigned from time to time by the Director of Athletics. Appalachian reserves the right to reassign Coach to duties other than as set forth in this Agreement while continuing the salary and benefits stated herein. In no event, however, will Coach be assigned to any position which is not consistent with Coach's education and experience. In the event of reassignment, Appalachian will not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources whatsoever.

1.5 Appalachian is committed to providing equal opportunity in employment to all applicants and employees. Appalachian does not discriminate with respect to hiring or the terms and conditions of employment, on the basis of race, color, national origin, religion, sex, gender identity and expression, political affiliation, age, disability, veteran status, genetic information or sexual orientation (the "Equal Employment Opportunity Policy" or "EEO Policy"). Appalachian actively promotes diversity among students and employees. Coach will implement the EEO Policy in all recruitment, supervision and other activities with applicants and employees.

1.6 Appalachian is committed to providing students equal opportunities to participate in and receive the benefits of its educational and extra-curricular programs and activities. Coach will not discriminate against students on any business prohibited by federal or State law, or University or Appalachian policies, in any activity contemplated by this Agreement.

2.0 Term:

2.1 The employment conferred herein is for a stated, definite term commencing on June 1, 2017 and terminating on May 31, 2019, subject to the EHRA Policies and the conditions stated herein.

3.0 Compensation:

3.1 The annual salary for the work performed in this position during the stated term is payable in approximately equal monthly installments, less customary and applicable deductions and withholdings. Subject to all necessary approvals required by University policies the total annual salary ("Base Salary") shall be as follows:

1. From June 1, 2017 – May 31, 2018: Sixty Thousand Dollars (\$60,000.00); and
2. From June 1, 2018 – May 31, 2019: Sixty-Three Thousand Dollars (\$63,000.00).

3.2 Coach's compensation may be reviewed periodically, subject to any policies adopted by the Board of Trustees of Appalachian or the Board of Governors of the University. Increases in salary during the term of Coach's employment, if any, are at the sole discretion of the Director of Athletics and subject to the approval of the Chancellor and the Board of Trustees of Appalachian. Currently, Appalachian's supplemental pay policy (the "Supplemental Pay Policy") limits supplemental income to 20% of an employee's base salary during the academic term and 38.4% during the non-academic term (i.e., the summer). A copy of the existing Supplemental Pay Policy can be found at http://policy.appstate.edu/Supplemental_Pay. Coach acknowledges and agrees that Coach has reviewed and understands the Appalachian Supplemental Pay Policy. Coach acknowledges and agrees that all supplemental income described in Sections 3.6 and 3.8 of this Agreement is subject to the Supplemental Pay Policy. Incentive compensation, if any, will be provided in accordance with the Addendum attached hereto and incorporated herein.

3.3 While actively employed, Coach will be entitled to receive all employment-related benefits that are normally available to other EHRA non-faculty employees with like appointments. Such benefits may include group family health insurance, group family life insurance, and a retirement program. Coach acknowledges that fringe benefits provided by Appalachian are subject to change from time to time by Appalachian, the University and/or the North Carolina General Assembly.

3.4 Coach may earn other revenue while employed by Appalachian with prior approval of the Director of Athletics and the Chancellor. Any outside compensation opportunities are specifically subject to compliance with the "Policy on External Professional Activities for Pay" of the Board of Governors of the University (specifically UNC Policy 300.2.2.1[R]), found at <http://www.northcarolina.edu/policy/index.php>, and Appalachian's policies on external professional activities and conflicts of interest and commitment, found at: http://policy.appstate.edu/Policy_Manual. Coach acknowledges and agrees that Coach has reviewed and understands such policies. Additionally, such opportunities are subject to all other relevant State and Federal policies and laws concerning conflicts of interest. Such activities are independent of Coach's employment with Appalachian, and Appalachian will have no responsibility for any claims arising therefrom. Opportunities for outside compensation will include, but are not limited to, engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, speeches, commercial endorsements, camps, and clinics, except as outlined below. Subject to specific reporting requirements established by Appalachian, no external activities for pay will be allowed without having on file with the Athletics Director a signed approval of the "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities.

3.5 In accordance with Appalachian policies and NCAA Bylaw 11.2.2, which are incorporated herein by reference, Coach will report annually on July 1 to the Chancellor through the Director of Athletics all athletically-related income from sources outside Appalachian, including, but not limited to, income from annuities or any other sources, including sports camps and clinics, television and radio programs, commercial endorsements, consulting agreements, and all other athletically-related income from any source other than Appalachian. Further, Coach agrees to provide or cause to be provided to Appalachian reasonable and prompt access to all records related to such income.

3.6 With respect to the operation of camps and/or clinics using Appalachian service marks, trademarks, and other indicia, or for any such operation on Appalachian's property, such activity will only be allowed with the prior written approval of the Director of Athletics, and will be conducted in accordance with all applicable Appalachian policies, including those requiring the payment of fees for use, if any, of Appalachian facilities, indicia or other property. To the extent any such camp or clinic is operated through Appalachian or is otherwise under the sponsorship of Appalachian, Coach's compensation therefrom will be subject to Appalachian's Supplemental Pay Policy. Coach acknowledges and agrees that Coach has reviewed and understands the Appalachian Supplemental Pay Policy. Further, Coach agrees that such policy applies to income earned through camps

and/or clinics which are run through or sponsored by Appalachian. Appalachian expressly makes no guarantee of any compensation to Coach from such activities.

3.7 While actively employed, Coach will be entitled to annual leave in accordance with the EHRA Policies.

3.8 In addition to the monthly salary, dependent upon and subject to the availability of funds of the Athletics Department, Coach may receive either a courtesy car or a car allowance in the amount of Three Hundred Fifty Dollars (\$350) per month less customary withholding and deductions for vehicle expenses in lieu of mileage and/or rental car expenses incurred in the performance of Coach's employment responsibilities. Should the Director of Athletics, or the Director's designee, determine in his/her sole discretion, that the courtesy car or stipend shall no longer be provided to Coach, Coach will be informed as soon as practicable.

4.0 Coach's Duties and Responsibilities:

4.1 Coach is employed by Appalachian as Head Coach of the Sports Team with all the duties, responsibilities, and obligations normally associated with such position at a university such as Appalachian. Duties will include, but not be limited to, the following:

4.1.1 Coach and oversee conduct of all activities of the Sports Team in keeping with the educational purpose, traditions, integrity and ethics of Appalachian by fostering educational values and maintaining a program of integrity;

4.1.2 Conduct himself/herself and the Sports Team in accordance with the Constitution and the Bylaws of the Mid-American Conference (or such other conference with which Appalachian may be affiliated from time to time) ("Conference") and of the National Collegiate Athletic Association ("NCAA"), all State and Federal laws, the University's policies and procedures, Appalachian's policies and procedures, and the Department's policies and procedures, all of which as may be amended from time to time. Coach shall conduct himself/herself within the traditional high standards associated with Coach's profession. Failure of the Sports Team to comply with the same standards will, at the option of Appalachian, be deemed a violation of the provisions of this Agreement and may be determined to be grounds for disciplinary action up to and including termination of this Agreement;

4.1.3 Recruit and retain only academically qualified student-athletes and promote, contribute, and encourage academic progress, in conjunction with Appalachian's faculty and administrators, of such student-athletes toward graduation in defined degree programs;

4.1.4 Use Coach's best effort to ensure that student-athletes on the Sports Team conduct themselves in a sportsmanlike manner and in other ways that will result in a positive image of Appalachian both on and off the field;

4.1.5 Maintain responsibility for the fiscal and budgetary functions associated with the Sports Team under the direction of the Director of Athletics;

4.1.6 Provide a positive energy and excitement to the campus community and Appalachian's fan base in order to increase student and fan attendance for the Sports Team;

4.1.7 Maintain a visible and positive presence with students, faculty, and staff;

4.1.8 Contribute to the positive culture of the Department by attending coaches' meetings, departmental staff functions, outings, etc., as well as ensuring that Coach's staff does the same;

4.1.9 Maintain responsibility and promote an atmosphere for compliance within the program overseen by Coach, and monitor the activities regarding compliance of all assistant coaches and other administrators involved with the program who report directly or indirectly to Coach. In addition, Coach is responsible for compliance with policies of the University, Appalachian, the Department, the Conference and the NCAA. Coach stipulates that Coach's employment may be suspended for a period of time, without pay, or terminated, if Coach is found to be involved in deliberate or serious violations of NCAA Regulations. Likewise, Coach stipulates that Coach's employment may be suspended for a period of time, without pay, or terminated, if the Athletics Director or Chancellor of Appalachian determines that Coach knew or should have known that assistant coaches or other staff subject to Coach's supervision were involved in deliberate or serious violations of NCAA Regulations. Further, Coach will provide annual performance evaluations for assistant coaches and staff;

4.1.10 Conduct recruiting activities, practices, game preparation, and coaching duties so as to develop and maintain a program of the highest quality and which is competitive within the Conference and the NCAA;

4.1.11 Maintain and enforce any and all disciplinary policies and drug policies of the University, Appalachian, the Department, the Sports Team, the Conference and the NCAA;

4.1.12 Attend meetings of the Appalachian Yosef Club to promote the Sports Team, the number of meetings and related activities to be determined on an annual basis by the Director of Athletics; and

4.1.13 Comply with such other directives that the Director of Athletics may reasonably make from time to time.

4.2 It is recognized by the parties that a student-athlete may be declared not eligible for competition for academic reasons, because Appalachian believes such student-athlete would not be an appropriate representative of Appalachian, as a disciplinary sanction under Appalachian's student conduct code, or because Appalachian believes that such student-athlete is not eligible according to the rules for athletic competition specified by the Conference or the NCAA or for similar reasons. This decision may be made either by Coach, the Director of Athletics or the Chancellor.

4.3 Coach will seek to maximize print, radio and television coverage favorable to Appalachian.

4.4 Coach agrees that Appalachian may use, without additional compensation, Coach's name, picture, likeness and voice in connection with programs and endorsements that promote Appalachian athletics and in all other respects for purposes of this Agreement.

4.5 If Coach is found to be in violation of NCAA or Conference rules and regulations, whether while employed by Appalachian or during prior employment at another NCAA member institution, Coach will be subject to disciplinary action as set forth in NCAA enforcement procedures and/or applicable Appalachian policies, rules or regulations. Such disciplinary action may include termination for cause in accordance with section 5.0 of this Agreement.

4.6 Coach agrees to faithfully and diligently perform the duties of this position, and to devote such time, attention, and skill to the performance of these duties as necessary to perform the responsibilities of the position of Head Coach for the Sports Team. During the term of this Agreement, Coach will report and be under the immediate supervision of the Director of Athletics and/or the Director of Athletics' designee and will regularly confer with the Director of Athletics or such designee on matters concerning administrative and technical decisions. Coach agrees that Coach's failure to discharge any of these duties constitutes a breach of this Agreement that would allow Appalachian to discharge Coach "for cause" pursuant to section 5.0 of this Agreement.

5.0 Termination for Cause:

5.1 Appalachian has the right to terminate this Agreement "for cause" in accordance with EHRA Policies. In addition to the meaning of "for cause" in University and/or Appalachian policies and procedures, as well as its normally understood meaning in employment agreements, the term "for cause" includes, but is not limited to, any of the following:

5.1.1 A violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Coach's abilities;

5.1.2 A violation by Coach of any of the other terms and conditions of this Agreement;

5.1.3 Any conduct of Coach that constitutes moral turpitude, or which would tend to bring public disrespect, contempt or ridicule upon Appalachian, or failure to follow the high moral and ethical standards commonly expected of a coach as a leading representative of the Department at Appalachian;

5.1.4 A major (Level 1 or Level II) violation by Coach, or knowing participation by Coach in a major violation, or similar violation by an assistant coach or staff member of which Coach had reason to know, or should have known through the exercise of reasonable diligence, or which Coach condoned, of: (i) an NCAA rule, regulation or bylaw; (ii) a Conference regulation or bylaw; or (iii) any University/Appalachian policy, regulation, rule or procedure. For purposes of this subparagraph, whether or not a major violation has occurred shall be reasonably determined in the discretion of Appalachian after its review of the relevant facts and circumstances;

5.1.5 Misconduct of the Coach, or of assistant coaches or staff of which the Coach knew, had reason to know, or should have known through the exercise of reasonable diligence, or which Coach condoned, of such a nature that such misconduct would offend the traditions and ethics of Appalachian, or which brings discredit to Appalachian;

5.1.6 Any conduct of Coach that would constitute legitimate grounds for termination under the common law of North Carolina or under case law interpreting Title VII of the Civil Rights Act of 1964, as amended, including, but not limited to, insubordination, failure or refusal to cooperate with others in the Department or Appalachian, conduct that adversely affects morale or a supervisor's ability to supervise in the Department or Appalachian, and other conduct that is detrimental to Appalachian's legitimate interests;

5.1.7 Failure to positively represent Appalachian and Appalachian's athletics programs in private and/or public forums; or

5.1.8 Financial exigency or program curtailment or elimination as provided for in the EHRA Policies.

5.2 In the event of termination of the Coach's employment "for cause" prior to the expiration of this Agreement, all obligations of Appalachian to make further payments and/or provide other consideration hereunder will cease as of the end of the month in which such termination occurs. In addition, Appalachian will not be liable to Coach for loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources whatsoever.

5.3 Coach has the right to terminate this Agreement, if Appalachian is in substantial breach of the terms of this Agreement and such breach is not remedied within thirty (30) days from the Director of Athletics' receipt of written notice thereof from Coach. Neither party will have any further obligation to the other from and after the effective date of such termination.

6.0 Termination Without Cause:

6.1 Appalachian may terminate this Agreement without cause at any time by giving written notice to Coach, subject to the following provisions:

6.2 Appalachian shall, on or before the expiration of 60 days following the effective date of termination, pay Coach any Incentive Compensation already earned, but not yet paid, under the Addendum to this Agreement.

6.3 The parties recognize that a termination of this Agreement by Appalachian without cause prior to its natural expiration could cause Coach to lose certain benefits, supplemental compensation, or external compensation relating to Coach's employment at Appalachian, which damages are difficult to determine with certainty. Therefore, the parties have agreed upon this liquidated damages provision.

6.3.1 In the event of a termination without cause pursuant to this Section, Appalachian shall pay Coach liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of seventy-five percent (75%) of the Base Salary only that would have been owed to Coach under Section 3.1 for the remainder of the term of this Agreement. Payment of such liquidated damages, if any, will be made on a monthly basis, subject to customary and applicable deductions and withholdings, until all payments due under this Section 6.3 have been paid in full.

6.3.2 The parties agree that, pursuant to this liquidated damages provision, Appalachian will not be liable to Coach for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources whatsoever that might ensue as a result of Appalachian's termination of this Agreement without cause.

6.4 Notwithstanding any other provision of this Agreement, Coach agrees to mitigate Appalachian's obligation to pay liquidated damages. The compensation due the Coach under paragraph 6.3 will be reduced by the Coach's earned income from all other sources during the Remainder Term. The measure of income earned by the Coach during the Remainder Term will be determined by Appalachian from signed individual or joint income tax returns of the Coach covering any and all parts of the Remainder Term as submitted by the Coach to the United States Internal Revenue Service (IRS). The Coach hereby agrees to provide Appalachian certified copies of said tax returns at the same time they are filed with the IRS, authorizes Appalachian to obtain directly from the IRS certified copies of all such tax returns, and agrees to execute and cause execution of any documents necessary to effect such authorization upon request. Coach will refund immediately to Appalachian any payments in excess of the compensation remaining due under this paragraph after reductions have been calculated. Failure of Coach to perform any obligations set forth in this paragraph, or acceptance by Coach of new employment at a salary exceeding that which Coach was earning at Appalachian at the time of termination under Section 6.0, will relieve Appalachian of all further obligations under this Agreement. The obligations of the Coach to refund payments and provide tax returns to Appalachian will extend beyond the ending date of the term of this Agreement or any extension thereof.

7.0 Termination By Coach:

7.1 Coach agrees that the promise to work for Appalachian for the entire term of the Agreement is essential to Appalachian. The parties agree that the Coach has special, exceptional, and unique knowledge, skill and ability as a Coach for the Sports Team, which, in addition to the continuing acquisition of coaching experience at Appalachian, as well as Appalachian's special need for continuity in its Sports Team, render Coach's services unique. Coach therefore agrees, and hereby specifically promises, not to actively seek, negotiate for or accept field hockey related employment, under any circumstance, without first obtaining written permission from the Director of Athletics, such employment including, but not limited to, a field hockey coach or administrator of or over a field hockey program at any institution of higher education which is a member of the NCAA or for any professional team participating in any professional league or conference in the United States or elsewhere, or in field hockey broadcasting, requiring performance of duties prior to the expiration date of the term of the Agreement or any extension thereof.

7.2 Coach agrees that Appalachian will have the right, in addition to any other rights which Appalachian may possess, to obtain an injunction by appropriate judicial proceedings to prevent Coach from performing coaching activities or other related services in violation of this Agreement, for any person, university, firm, corporation or other entity; and against any other breach of this Agreement. Coach also agrees to indemnify and hold Appalachian harmless for its costs in any judicial proceeding necessary or appropriate to enforcement of Appalachian's rights under this Agreement, including court costs and attorneys' fees.

7.3 Coach acknowledges that Coach's acceptance of employment from any other person or entity without first obtaining the permission of the Director of Athletics constitutes a breach of this Agreement. In the event of such breach, Coach shall pay Appalachian

liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of Coach's Base Salary as set forth in 3.1 of this Agreement multiplied by the number of full and partial contract years remaining under the Agreement. Payment of the total amount of liquidated damages shall occur over the remaining term of the Agreement as follows: 1) on the effective date of breach by Coach, payment shall be made of amounts due with respect to the remainder of that contract year; and 2) payments due hereunder with respect to each subsequent contract year shall be made on or before the last day of such subsequent contract year, until all amounts due under this section have been paid in full.

7.4 This is an agreement for personal services. The parties recognize and agree that a termination of this Agreement by Coach prior to its natural expiration could cause Appalachian to lose its valuable investment in Coach's continued employment at Appalachian and could cause Appalachian additional damages beyond its lost investment, including but not limited to a possible adverse effect on recruiting. The parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by Coach and that the liquidated damages provision of this section are not to be construed as a penalty, but as an attempt by Coach and Appalachian to establish adequate and reasonable compensation to Appalachian in the event Coach terminates this Agreement prior to its natural expiration. Therefore, the parties have agreed on this liquidated damages clause.

8.0 Termination for Death or Disability of Coach:

8.1 This Agreement shall terminate automatically if Coach dies, or if Coach becomes disabled and is unable to perform the essential functions of the job with or without a reasonable accommodation.

8.1.1 If this Agreement is terminated pursuant to this section because of death, Coach's salary and all other benefits shall terminate as of the calendar month in which death occurs, except that Coach's personal representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by Appalachian and due to Coach as an EHRA non-faculty employee. Coach's personal representative or designated beneficiary shall be paid all earned but unpaid compensation pursuant to the terms of this Agreement.

8.1.2 In the event that Coach becomes and remains unable, in the sole judgment of the Director of Athletics, to perform the essential functions of Coach's employment hereunder for a period of ninety (90) days because of medical illness or incapacity and Appalachian thereupon affords notice of termination, except for payment of amounts due Coach accrued hereunder prior to the date of termination and payment of any disability benefits to which Coach may be entitled pursuant to any disability program in which Coach is enrolled through Appalachian, Appalachian shall have no further liability to Coach pursuant to this Agreement. Specifically and without limitation, at the end of such ninety (90) day period, all salary and other

benefits shall terminate, except that Coach shall be entitled to receive any disability benefits to which Coach is entitled under any disability program in which Coach is enrolled through Appalachian.

9.0 Restrictions On Other Employment:

9.1 In the event of a termination of this Agreement prior to its natural expiration, Coach agrees that Coach will not obtain employment as a coach with any Conference member institution for the Remainder Term under this Agreement. The parties agree that money damages would be inadequate to remedy a breach of this covenant; therefore, Appalachian shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Coach from violating this section.

10.0 Relationship Between the Parties:

10.1 The relationship between Coach and Appalachian will be determined solely by the terms and conditions of this Agreement, including, but not limited to, the EHRA Policies and all other applicable Appalachian, Department and University policies and procedures as they may be amended from time to time.

11.0 Ownership of Information:

11.1 All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data 1) furnished to Coach by Appalachian; or 2) developed by Coach on behalf of Appalachian or at Appalachian's direction, or for Appalachian's use or otherwise in connection with Coach's employment hereunder; are and shall remain the sole and confidential property of Appalachian. If Appalachian requests access to or the return of such materials at any time during, or at or after the termination, of Coach's employment, Coach shall immediately deliver all such information to Appalachian.

12.0 Taxes:

12.1 Coach acknowledges that, in addition to the salary provided for in this Agreement, certain benefits that Coach receives incident to this employment relationship with Appalachian may give rise to taxable income. Coach agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. Coach also understands that Appalachian shall withhold taxes on amounts paid or due to Coach, and the value of benefits provided to Coach, to the extent required by applicable laws and regulations.

13.0 Public Record:

13.1 Coach acknowledges and understands that, upon execution of this Agreement, the payment amounts and other terms and conditions contained herein shall not

be confidential and shall be considered a public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. § 132-1 *et seq.*

14.0 Governing Law:

14.1 This Agreement will be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of law provisions. The courts of North Carolina will be the forum for any lawsuits arising from or incident to this Agreement. The parties agree that any rule to the effect that an agreement shall be construed against the party drafting it shall have no application to this Agreement.

15.0 Severability:

15.1 If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for any reason, it will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.

16.0 Board of Trustees' Approval:

16.1 The parties understand that, in accordance with a policy of the Board of Governors of the University, this Agreement will not be valid until it is approved by the Board of Trustees of Appalachian.

17.0 Compensation Conditional:

17.1 Since support for this position is funded in whole or in part from sources other than continuing State budget funds, the continuation of your employment in this position is contingent upon the continued availability of funds from such other sources to support this position. The source of funding for this position is Athletics Department receipts. The effect of this contingency may apply without the additional notice of intent not to renew otherwise required by Sections III.B and III.C of *The UNC Policy Manual*, Policy 300.2.1; provided, you shall be informed at the earliest practicable date of the occurrence of such a funding contingency.

18.0 Non-assignment:

18.1 Neither party to this Agreement will assign this Agreement as a whole, or in part, without the written consent of the other. Any attempt to do so will render this Agreement null and void.

19.0 Notices:

19.1 Whenever it will be required or permitted that notice or demand be given or served by either party to this Agreement on the other, unless otherwise specifically provided, such notice or demand will be given or served in writing by hand delivery or certified mail, return receipt requested, addressed as follows:

If to Appalachian:

Mr. Douglas P. Gillin
Director of Athletics
Appalachian State University
Athletics Center
Boone, NC 28608
Facsimile: 828-262-2556

If to Coach:

Meghan E. Dawson
Head Coach Field Hockey
Appalachian State University
Athletics Center
Boone, NC 28608
Facsimile: 828-262-2556

With copy to:
Office of General Counsel
Appalachian State University
ASU Box 32126
Boone, NC 28608

20.0 Entire Agreement:

20.1 This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendments(s) to this Agreement, executed by both parties prior to becoming effective.

21. Offer Conditional

21.1 This offer is conditional upon acceptance and will be held open until 5:00 p.m. Eastern Standard Time on _____, 20___. Please indicate your acceptance by signing and dating the enclosed copy in the space indicated and returning it to the Director of Athletics at or before that time. Your failure to do so will be deemed to constitute a rejection of an initial offer of employment or resignation from employment, as the case may be.

Sincerely,

Douglas P. Gillin
Director of Athletics

Sheri N. Everts
Chancellor

AGREED AND ACCEPTED:

Signature

Print Name

Date

APPROVED by the Board of Trustees of Appalachian State University at its meeting on
_____, 20__.

Dr. Alice G. Roess, Chair
Board of Trustees of Appalachian State University

Date

Addendum for Head Coach Field Hockey

Meghan E. Dawson

Incentive Compensation

1. Academic Performance of Field Hockey Team

1.1 In years in which the Academic Progress Rate (APR) is 950 or above, Coach will receive additional compensation from Appalachian in the amount of Two Thousand Five Hundred Dollars (\$2,500).

1.2 Coach shall receive additional compensation of Two Thousand Five Hundred Dollars (\$2,500) for each academic year (fall and spring term combined) that the aggregate team grade point average is 3.0 or above as determined by the Director of the Academic Support Program for Student-Athletes.

1.3 Coach shall receive additional compensation of One Thousand Five Hundred Dollars (\$1,500) for each semester (fall term and spring term) that the aggregate Field Hockey team grade point average is above 2.75 and equal to or below 3.0, as determined by the Director of the Academic Support Program for Student-Athletes.

1.4 During each academic year, only additional compensation may be earned under either section 1.2 or 1.3, but not both, each semester.

2. Competitive Team Success

2.1 In years in which Appalachian's field hockey team wins outright or shares the regular season Conference championship, Coach will receive additional compensation from Appalachian in the amount of Five Thousand Dollars (\$5,000).

2.2 In years in which Coach is named the Conference Coach-of-the-Year, in addition to the compensation specified above, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

3. Compensation Subject to Withholding

All incentive compensation paid under the provisions of this Addendum will be subject to customary and applicable deductions and withholdings, including but not limited to State and federal income tax withholding.

4. Time of Payment

ATTACHMENT 6

All amounts owed to Coach pursuant to this Addendum shall be paid within sixty (60) days of the close of the Sport Team's season or the satisfaction of the condition stated if such condition occurs after the close of the season.

**Resumes of Faculty Recommended for Promotion
Board of Trustees Meeting – March 23, 2017**

Walker College of Business:

Formby, Samuel	Department of Computer Information Systems
Guy, Bonnie	Department of Marketing
Hobbs, Jeffrey	Department of Finance, Banking, and Insurance
Hsu, Dan	Department of Management
Hutchins, Rebecca	Department of Accounting
Ince, Onur	Department of Economics
Lewis, Mark	Department of Management
Mohr, Tanga	Department of Economics

Reich College of Education:

Bradbury, Leslie	Department of Curriculum and Instruction
Cheney, Amy	Department of Leadership and Educational Studies
Cook, Chris	Department of Curriculum and Instruction
Gross, Lisa	Department of Curriculum and Instruction
Marks, Diane	Department of Curriculum and Instruction
McGee, Jennifer	Department of Curriculum and Instruction
Pyles, Damiana	Department of Curriculum and Instruction
Rosen, Christina	Department of Human Development and Psychological Counseling
Shankland, Rebecca	Department of Reading Education and Special Education

Beaver College of Health Sciences:

Collier, Scott	Department of Health and Exercise Science
Dalton, Jennifer	Department of Communication Sciences and Disorders
Lane, Sandi	Department of Nutrition and Health Care Management
McCullough, Kim	Department of Communication Sciences and Disorders
Spaulding, Trent	Department of Nutrition and Health Care Management

College of Arts and Sciences:

Browning, Judkin	Department of History
Cecile, Jennifer	Department of Chemistry
Chatterjee, Sushmita	Department of Cultural, Global, and Gender Studies
Cremaldi, Anna	Department of Philosophy and Religion
Galloway, Amy	Department of Psychology
Gonzalez, Joseph	Department of Cultural, Global, and Gender Studies
Hansell, Thomas	Center for Appalachian Studies
Kwong, Jack	Department of Philosophy and Religion
Liutkus-Pierce, Cynthia	Department of Geology
Maddux, Clark	Department of Cultural, Gender and Global Studies
Nash, Bradley	Department of Sociology
Ruseva, Tatyana	Department of Government and Justice Studies
Schug, Gwendolyn Robbins	Department of Anthropology
Sparks, Elicka Peterson	Department of Government and Justice Studies
Thaxton, Christopher	Department of Physics and Astronomy

College of Fine and Applied Arts:

Corey, Donald	Department of Applied Design
Miller, David Jason	Department of Sustainable Technology and the Built Environment
Prouty, IlaSahai	Department of Art
Westerman, Jennifer	Department of Sustainable Development
Wu, Yu Ju (Mandy)	Department of Art

University Libraries:

Xiaorong, Shao	Library and Information Commons
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**Resumes of Faculty Recommended for Tenure
Board of Trustees Meeting – March 23, 2017**

Walker College of Business:

Formby, Samuel	Department of Computer Information Systems
Hsu, Dan	Department of Management
Ince, Onur	Department of Economics
Kline, Carol	Department of Management
Lewis, Mark	Department of Management

Reich College of Education:

Cook, Chris	Department of Curriculum and Instruction
McGee, Jennifer	Department of Curriculum and Instruction
Pyles, Damiana	Department of Curriculum and Instruction
Shankland, Rebecca	Department of Reading Education and Special Education

Beaver College of Health Sciences:

Dalton, Jennifer	Department of Communication Sciences and Disorders
Lane, Sandi	Department of Nutrition and Health Care Management
McCullough, Kim	Department of Communication Sciences and Disorders
Spaulding, Trent	Department of Nutrition and Health Care Management

College of Arts and Sciences:

Blackburn, Jessica	Department of English
Cecile, Jennifer	Department of Chemistry
Chatterjee, Sushmita	Department of Cultural, Global, and Gender Studies
Cremaldi, Anna	Department of Philosophy and Religion
Fraser, Cary	Department of Government and Justice Studies
Gonzalez, Joseph	Department of Cultural, Global, and Gender Studies
Hansell, Thomas	Center for Appalachian Studies
Maddux, Clark	Department of Cultural, Gender and Global Studies

Ruseva, Tatyana Department of Government and Justice Studies

College of Fine and Applied Arts:

Miller, David Jason Department of Sustainable Technology and the Built Environment

Prouty, IlaSahai Department of Art

Westerman, Jennifer Department of Sustainable Development

Wu, Yu Ju (Mandy) Department of Art

APPENDIX A

MINUTES
MEETING OF THE ACADEMIC AFFAIRS COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Thursday, March 23, 2017
Room 417 – Beacon Heights
Plemmons Student Union

CALL TO ORDER: The Academic Affairs Committee of the Board of Trustees of Appalachian State University met at the call of the Chair on Thursday, March 23, 2017, at 2:00 p.m. in the Beacon Heights Room of the Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Ms. Susan Branch, Chair, presided and called the meeting to order.

MEMBERS PRESENT:

M. Lee Barnes, Jr.
John M. Blackburn
Susan M. Branch
Jalyn A. Howard
Carole P. Wilson

CONSTITUENCY REPRESENTATIVES
PRESENT (ex-officio):

Carolyn Clark, President, Alumni Council
Paul H. Gates, Chair, Faculty Senate

OTHERS PRESENT:

Alice Roess	Leroy Wright
Sheri Everts	Paul Forte
Darrell Kruger	Dayton Cole
Randy Edwards	Matthew Dockham
Sue Edwards	Hank Foreman
Melba Spooner	Heather Langdon
Robin Groce	Will Sears
Mike Mayfield	Neva Specht
Jane Rex	Anna Oakes
Heather Norris	Matt Appleby
	Jewell Ward

Conflict of Interest Notice: Chair Branch read the following:

“Under the State Government Ethics Act, all voting members of the Board of Trustees have a duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today’s meeting, does anyone know that you have a conflict of interest or an interest that would give rise to the appearance of a conflict of interest? If so, please let me know now.” [None Reported]

Amendment to Agenda

A motion was made by John Blackburn and seconded by Jalyn Howard to amend the open session agenda by adding an update on the Lab School initiative, to be presented by College of Education Dean, Melba Spooner, and Dr. Robin Groce. The motion was approved unanimously.

Approval of Meeting Minutes

A motion was made by John Blackburn and seconded by Jalyn Howard to approve the meeting minutes from the Academic Affairs Committee meeting on December 8, 2016. The motion was approved unanimously.

College Update

Dr. Heather Norris, Dean of the Walker College of Business, provided a College update and two undergraduate students from the College (Matt Appleby and Jewell Ward) shared some of their unique experiences with the Committee.

The College of Business currently offers 10 undergraduate programs and 3 graduate programs, and it has experienced a 22% growth in enrollment over the past five years. They are now in the process of updating the strategic plan for the College; which will be closely aligned with the overall vision and strategic initiatives of the University and the UNC System. Some significant initiatives within the College at the moment include a Global Opportunities conference coming up in April and the annual Business for Good event scheduled in September.

Update on Distance Education Task Force

Provost Kruger recently charged a distance education taskforce, co-chaired by Dr. Terry Rawls, Executive Director of the Office of Distance Education, and Dr. Barbara Howard, Associate Professor in the Department of Leadership and Educational Studies. The work group has been asked to evaluate online learning at Appalachian and to submit a findings and recommendation report to the Provost in November 2017. The Committee can expect to receive an update in December.

Harry M. Davis Professorship

Dean Heather Norris from the Walker College of Business presented a plan to establish the "Harry M. Davis Distinguished Professorship in Banking." The plan has been drafted consistent with the requirements of the University and Board of Governors policy, and the associated endowment fund has been established pursuant to all applicable rules and regulations set forth by the Board of Governors.

A motion was made by Carole Wilson and seconded by John Blackburn that the Academic Affairs Committee accept the Professorship Plan, as presented in Exhibit A-1, and to make the recommendation to the full Board for approval. The motion was approved unanimously. Upon full Board approval, the Plan will be submitted to the UNC Board of Governors.

Update on Lab School Initiative

Dr. Melba Spooner, Dean of the College of Education, and Dr. Robin Groce, Associate Professor for Reading Education and Special Education, provided an update to the committee on the Lab School initiative in Winston Salem. The Reich College of Education plans to initiate the university laboratory school with a K-2 literacy focus and work to establish a "lower school" in the Winston Salem/Forsyth school district. They plan to integrate other disciplines on the curricular and theoretical framework. Collaboration with Winston Salem/Forsyth is ongoing as we move toward the selection of a school and subsequent hiring of school personnel. The broader vision is to develop an "Appalachian Academy" integrating graduate courses, professional development for teachers and administrators, and community offerings. The College of Education continues to collaborate with UNC-General Administration on all phases of planning and implementation.

Open Session Adjourned

A motion was made by John Blackburn and seconded by Lee Barnes that the Committee adjourn the open session and convene in closed session to prevent the disclosure of privileged information [N.C.G.S §143-318.11(a)(1)], to prevent the premature disclosure of an honorary award or scholarship [N.C.G.S §143-318.11(a)(2)] and to consider the qualifications, competence, performance and conditions of appointment of an employee(s) [N.C.G.S §143-318.11(a)(6)]. The motion was approved unanimously.

Mike Mayfield and Jane Rex were asked to remain for the first agenda item to be presented in closed session. Dr. Susan Edwards and Dean Neva Specht were also invited to remain for closed session for the promotion and tenure related items.

Open Session Reconvened

Chair Branch reconvened the Committee in open session.

There being no further business, a motion was made by Jalyn Howard and seconded by John Blackburn to adjourn at 3:00 p.m. The motion was approved unanimously.

Respectfully submitted,

David H. Cook
Recording Secretary

MINUTES
MEETING OF THE BUSINESS AFFAIRS COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Thursday, March 23, 2017
Room 415- Rough Ridge Room
Plemmons Student Union

CALL TO ORDER: The Business Affairs Committee of the Board of Trustees of Appalachian State University met at the call of the Chairperson and the Chancellor on Thursday, March 23, 2017, at 4:00 p.m. in the Beacon Heights Room of the Plemmons Student Union on the campus of Appalachian State University, Boone, North Carolina. Mr. Robert C. Hatley presided.

MEMBERS PRESENT:

Mr. Donald C. Beaver
Mr. John M. Blackburn
Mr. Robert C. Hatley
Mr. Charles V. Murray
Dr. Alice G. Roess
Mr. D. Kenan Smith

OTHERS PRESENT:

Mr. J.J. Brown
Mr. Joe Carter
Mr. Dayton Cole
Mr. Matthew Dockham
Dr. Randal Edwards
Dr. Sheri N. Everts
Mr. Hank Foreman
Mr. Paul Forte
Mrs. Denise Foutz
Mr. Doug Gillian
Mr. Jalyn Howard
Mr. David Jamison
Dr. Darrell Kruger
Mr. Jason Marshburn
Mr. Steve Martin
Ms. Diane Pitts
Mrs. Amy Roberts
Mr. Ken Smith
Mr. Leroy Wright

MEDIA PRESENT:

Ms. Anna Oakes, *Watauga Democrat*

CONFLICT OF INTEREST NOTICE:

Mr. Robert C. Hatley, read the following: "Under the State Government Ethics Act, all voting members of the Board of Trustees have a duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today's meeting, does anyone know that you have a conflict of interest or an interest that would give rise to the appearance of a conflict of

interest? If so, please let me know now." [None reported]

APPROVAL OF MINUTES:

The minutes of the December 8, 2016 meeting had been reviewed by the Business Affairs Committee. It was noted that Jaylan Howard voted against the increases for tuition and fees instead of abstaining. Following discussion, the motion was made and seconded to approve the minutes with this revision. The motion carried.

CAPITAL PRPJECTS UPDATE: Vice Chancellor for Business Affairs Paul Forte gave an overview of the current capital projects to include:

Beaver College of Health Sciences

The scope of work includes 203,000 square feet for the academic center for allied health programs, including specialty simulation labs, classrooms, and support space for various departments. The projected budget is \$80 million. The projected completion date is fall 2018.

Howard Street Hall

This project will provide much-needed faculty offices and two new classrooms. The project budget is \$2,500,000. The projected completion date is the summer of 2017.

Broyhill Inn Demolition

The demolition is 90% complete. The total project is approximately \$480,000. The projected completion date is April, 2017.

Sanford Hall Renovation

This renovation project is included as a category one project in General Administration's targeted renovation request to the legislature for the fiscal year 2018. Sanford Hall was built in 1968 and lacks fire suppression and other life safety features. This building has never been renovated. The University is requesting \$12,025,000 in legislative funds to address the life safety issues and the University will fund an additional \$2,500,000 for a total renovation cost of \$14,525,000.

ADJOURNMENT: There being no further business, the meeting adjourned at 4:20 p.m.

Respectfully submitted,

Diane Pitts

MINUTES
MEETING OF THE STUDENT DEVELOPMENT COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Thursday, March 23, 2017
Room 415 – Rough Ridge Room
Plemmons Student Union

CALL TO ORDER: The Student Development Committee of the Board of Trustees of Appalachian State University met at the call of the chair, Mr. John Blackburn, on Thursday, March 23, 2017 at 3:00 p.m. in the Rough Ridge room of Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Mr. Blackburn presided and called the meeting to order.

MEMBERS PRESENT:

John M. Blackburn
Susan M. Branch
Jalyn A. Howard
D. Kenan Smith

CONSTITUENCY REPRESENTATIVES PRESENT:

Carolyn Clark
Paul H. Gates
Jason S. Marshburn

OTHERS PRESENT:

Sarah Carr Barnes
James M. Barnes
J.J. Brown
Joe Carter
Cathy Clark
Anderson Clayton
Dayton Cole
Matthew Dockham
Angelina Donohue
Matt Dull
Randy Edwards
Sheri Everts
Hank Foreman
Paul Forte
Sarah Gresley
Claire Harris
Scott Johnson
Molly Kadyk-Bruch
Tom Kane
Darrell Kruger
Tom Lane
Alan Lee

Susan McCracken
Madison Muire
Anna Oakes
William Post
Alice Roess
Traci Royster
Heather H. Stewart
Elizabeth Wall
Diane Waryold
Leroy Wright

Mr. Blackburn read the following conflict of interest statement: "Under the State Government Ethics Act, all voting members of the Board of Trustees have a duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today's meeting, does anyone know that you have a conflict of interest or an interest that would give rise to the appearance of a conflict of interest? If so, please let me know now." There were none reported.

APPROVAL OF MINUTES: Mr. Blackburn stated the December 8, 2016 Student Development Committee minutes were included in Committee members' notebooks. A motion was made, seconded and approved to accept the minutes as distributed.

Mr. Blackburn commended and thanked Mr. Leroy Wright for his leadership as the Interim Vice Chancellor for Student Development over the past fiscal year. Mr. Blackburn welcomed J. J. Brown and announced his role as the new Vice Chancellor for Student Development. He will begin his new role on May 1, 2017. Mr. Brown thanked Mr. Wright for his service to the division and his friendship. He thanked Chancellor Sheri Everts for the opportunity to serve students in this new capacity. Mr. Brown gave a brief overview of his background.

COLLEGE STUDENT DEVELOPMENT GRADUATE PROGRAM: Mr. Wright introduced Dr. Diane Waryold, Professor with the College Student Development Program. Dr. Waryold presented information on the program, including: 1) history, 2) cohort model, 3) graduation and placement rates, 4) emphasis/focus, 5) study abroad experience, and 6) assessment plan. She highlighted the strong partnership between the faculty and students in the graduate program. Students graduate with an average of 1,500 hours of practical experience. This differentiates Appalachian from other programs and prepares graduates for a smooth transition into a professional student affairs career. The program has a 96 percent employment rate. It was noted that the program will be called Student Affairs Administration starting in the fall of 2018.

GRADUATE ASSISTANTS IN COLLEGE STUDENT DEVELOPMENT: Mr. Wright introduced Jeff Bates, a first-year graduate assistant in the program. Mr. Bates spoke about his graduate assistantship in Academic Initiatives and his work with University Housing. He has been involved with launching a residential curriculum. Mr. Bates noted the close student/faculty relationship. The program exposes students to all areas of Student Development/Student Affairs and encourages students to find their niche. Mr. Bates is interested in pursuing work in Student Conduct.

Mr. Wright introduced Angelina Donohue, a first-year graduate assistant in the program. Ms. Donohue spoke about her graduate assistantship in the Career Development Center and her practicum in the Office of Student Financial Aid. While looking at Graduate Schools, the study abroad trip to United Kingdom initially caught her attention. Ms. Donohue said her decision to attend Appalachian was solidified after participating in the Graduate Assistant Preview Program. She indicated the program allowed her to discover her passion. She is now interested in a career that focuses on helping military-affiliated students and families navigate the transition to college.

Mr. Wright introduced William Post, a second-year graduate assistant in the program. He has been at Appalachian for six years. Mr. Post said his experience at Appalachian has been life altering. He is a graduate assistant in the Appalachian and the Community Together Office. Mr. Post works specifically with the Alternative Service Experience and is also an intern in the Plemmons Student Union. He has learned the value and importance of assessments and evaluations during his time as a graduate student. He is currently searching for a job and hopes to return to Appalachian on a permanent basis in the future.

Mr. Wright introduced Sarah Gresley, a second year graduate assistant in the program. Ms. Gresley is a graduate assistant in the Night Safety Office with University Housing. She indicated her love for the outdoors and a friend who was familiar with the University drew her to apply to Appalachian. Ms. Gresley said the program provided experiences that broadened her understanding of the working units within a university. She reported that prospective employers are impressed with the variety and depth of exposure she has experienced at Appalachian. Ms. Gresley is interested in a career in international education.

All of the presenters communicated their appreciation to Board of Trustees members for their dedication to the University and hard work. Mr. Wright acknowledged the graduate assistants for their value and contribution within the Student Development Division. Mr. Blackburn thanked the presenters and asked if there were any questions.

CLOSED SESSION: A motion was made, seconded and approved for the Committee to convene in closed session at 3:45 p.m. Mr. Blackburn asked everyone except the Chancellor, Interim Vice Chancellor for Student Development, Board members, legal counsel, Heather Stewart and Molly Kadyk-Bruch to excuse themselves for the closed session portion of the meeting.

OPEN SESSION RECONVENED: A motion was made, seconded and approved to adjourn the closed session and reconvene in open session at 3:56 p.m.

Jalyn Howard addressed the Committee about his concern for the proposed federal budget and its impact on higher education. He is concerned that funding for students is at stake, particularly for those that fall within a low socioeconomic bracket, thus having a potential impact on diversity. One of the proposed cuts nationally is the Pell Grant reserve of \$3.9 billion along with other federal grants. A large percentage of Appalachian students receive Pell Grants. He told the Committee he feels this is an issue that needs to be recognized and prepared for in the near future.

ADJOURNMENT: There being no further business to come before the committee, a motion

was made, seconded and approved to adjourn the meeting at 3:59 p.m.

Respectfully submitted,

Heather Stewart
Recording Secretary

MINUTES
MEETING OF THE AUDIT COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Thursday, March 23, 2017
Room 417 – Beacon Heights
Plemmons Student Union

CALL TO ORDER: The Audit Committee of the Board of Trustees of Appalachian State University met at the call of the Chair on Thursday, March 23, 2017, at 12:00 p.m. in the Beacon Heights Room of the Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Mr. Charles V. Murray, Chair, presided and called the meeting to order.

MEMBERS PRESENT:

Charles V. Murray, Chair
John M. Blackburn
Robert C. Hatley

CONSTITUENCY REPRESENTATIVES PRESENT:

Carolyn J. Clark
Jason S. Marshburn

OTHERS PRESENT:

Mark Bachmeier
Dayton Cole
Eloise Covalt
Sheri Everts
Hank Foreman
Denise Foutz
David Jamison
Paul Forte
Alice G. Roess
Kenan Smith
Dawn Antonucci
Darrell Kruger
Barbara Krause
Amy Roberts
David Hayler
Randy Edwards

CONFLICT OF INTEREST NOTICE: Chair Murray read the following:

"Under the State Government Ethics Act, all voting members of the Board of Trustees have a duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today's meeting, does anyone know that you have a conflict of interest or an interest that would

give rise to the appearance of a conflict of interest? If so, please let me know now." [None reported.]

APPROVAL OF MINUTES: The minutes of the December 8, 2016 Audit Committee meeting were delivered to all members of the Audit Committee prior to the meeting. Chair Murray called for a motion to approve the minutes of the December 8, 2016 Audit Committee meeting. There being no corrections, upon motion duly made and seconded, the minutes of the meeting were approved as presented.

REVIEW OF THE 2016-2017 AUDIT PLAN: Ms. Eloise Covalt, Chief Audit Officer, updated the Committee on the status of the 2016-2017 Audit Plan to include completed-to-date and in-progress audits.

SUMMARY OF RECENT INTERNAL AUDITS AND REVIEWS: Ms. Eloise Covalt gave the summary of recent internal audits:

2016 Football Paid Attendance Audit

Certified the accuracy of the Fall 2016 paid attendance at Appalachian home football games, reported by Athletics to the NCAA. No findings reported.

Gear Up

Compliance was tested with the grant terms and guidelines. No findings reported.

2017 University Business Continuity Plan and Disaster Recovery Plan Reviews

Business continuity plans for maintenance, authorization and addressing the loss of IT resources were assessed. The policy was evaluated for clarity and the inclusion of procedural elements. Management of the plans for compliance with the policy were assessed. Recommendations were made for the business units to clearly align their business continuity plans with the ITS Disaster Recovery Plan. It was also determined that the policy could be strengthened to provide additional clarity. In addition, it was recommended that the management of the plans include review, training, and inventorying of the departmental business continuity plans.

Data Inventory Review

An information system controls review of data inventory was conducted. IT applications were identified for possible inclusion in inventory. Also, a recommendation was made to strengthen the process for identifying a complete data inventory.

IT Security Risk Assessment - Annual review of completion and approval

Assurance regarding the completion and approval of an annual University Composite IT Risk assessment and a bi-annual ISO 27002 Gap, Maturity and Risk Assessment, in compliance with the Information Security Risk Management Standard, was obtained. No findings reported.

Campus-Wide Reviews:

Quarterly reviews were conducted in the areas of fund reconciliations, fixed assets, procurement card disbursements, travel disbursements and foundation expenditures. Also, monthly reviews were conducted regarding the removal of network access for terminated employees and regarding the appropriate access assigned to employees who changed positions within the University. Recommendations to follow policy concerning departmental bookkeeping, procurement cards, and fixed assets were made. No other significant findings to report.

EXTERNAL AUDITS UPDATE:

NCAA Agreed Upon Procedures – NCAA member institutions are required to submit financial data detailing operating revenues and expenses related to their intercollegiate athletics programs to the NCAA on an annual basis. The 2016 Independent Accountants' Report on Applying Agreed Upon Procedures was completed. The report was dated December 12, 2016. External CPA: Combs, Tenant, and Carpenter, CPA.

MANAGEMENT FLEXIBILITY REPORTING – Mr. Mark Bachmeier, Director of Human Resources, presented the Fiscal Year 2015 – 2016 Management Flexibility Report, as required under UNC Policy 600.3.4. He reported compliance with the conditions of our management flexibility. No findings reported.

CLOSED SESSION: At 12:35 pm Chair Murray announced that he would entertain a motion that the voting members of the committee convene in closed session to:

1. consult with our attorney to preserve the attorney-client privilege.
[N.C.G.S §143-318.11(a)(3)]
2. Plan, conduct, or hear reports concerning investigations of alleged criminal conduct.
[N.C.G.S §143-318.11(a)(7)]

Upon motion duly made, seconded and approved, the Committee convened in closed session.

OPEN SESSION RECONVENED: Upon motion duly made, seconded and approved, the committee reconvened in open session.

ADJOURNMENT: There being no further business, the meeting of the Audit Committee adjourned at 1:12 pm.

CHARLES V. MURRAY, Chair

By:

Dawn Antonucci
Interim Assistant Secretary

MINUTES
MEETING OF THE ATHLETICS COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Thursday, March 23, 2017
Room 415 - Rough Ridge
Plemmons Student Union

CALL TO ORDER: The Athletics Committee of the Board of Trustees of Appalachian State University met at the call of the Chairperson and the Chancellor on Thursday, March 23, 2017, at 1:07 p.m. in the Rough Ridge Room of the Plemmons Student Union on the campus of Appalachian State University, Boone, North Carolina. Carole P. Wilson presided and called the meeting to order.

MEMBERS PRESENT:

Donald C. Beaver
Robert C. Hatley
Charles V. Murray
D. Kenan Smith
Carole P. Wilson

CONSTITUENCY REPRESENTATIVES PRESENT:

Jason S. Marshburn

OTHERS PRESENT:

James M. Barnes
Steve Behr
Dayton T. Cole
Anderson B. Clayton
Matthew T. Dockham
Randy K. Edwards
Sheri N. Everts
Hank T. Foreman
Paul D. Forte
Denise N. Foutz
Douglas P. Gillin
Alan J. Hauser
David T. Jamison
Tom L. Kane
Darrell P. Kruger
Suzette S. Mauney
Jonathan B. Reeder
Alice G. Roess
Scott S. Satterfield
Adrian A. Thompson
Elisabeth O. Wall
Scott G. Webster
Savanna E. Wood

CONFLICT OF INTEREST NOTICE: Chair Wilson read the following statement: “Under the State Government Ethics Act, all voting members of the Board of Trustees have a duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today’s meeting, does anyone know that you have a conflict of interest or an interest that would give rise to the appearance of a conflict of interest? If so, please let me know now.” None reported.

COMMENTS FROM STUDENT-ATHLETES: Junior student-athletes, Savanna Wood from Women’s Golf, and Scott Webster from Men’s Tennis, gave the Committee insight into their transformational experiences as student-athletes at Appalachian State University. Savanna and Scott discussed their plans to remain involved with their sports after graduation, while continuing their education beyond their bachelor’s degrees.

PRESENTATION BY HEAD FOOTBALL COACH: Mr. Scott Satterfield, Head Football Coach at Appalachian State University, addressed the Committee by discussing his program’s 2016 Sun Belt Conference and Camellia Bowl championship season. Mr. Satterfield reviewed how the Appalachian Football program compares to peer institutions in the Sun Belt Conference, and how it can remain competitive in the future. Coach Satterfield also noted that Appalachian Football student-athletes have achieved excellence in the classroom by achieving the highest team grade point average in the fall of 2017 semester.

OPEN SESSION ADJOURNED: A motion was made and seconded that the Committee convene in closed session to:

1. prevent the disclosure of confidential or privileged information under Chapter 126 of North Carolina General Statutes or regulations [N.C.G.S §143-318.11(a)(1)];
2. consult with its attorney to preserve the attorney-client privilege [N.C.G.S §143-318.11(a)(3)];
3. establish or instruct the staff or agent concerning the negotiations of the amount of compensation or other terms of an employment contract [N.C.G.S §143-318.11(a)(5)]

The motion was approved unanimously. Board of Trustees members, Mr. Dayton T. Cole, General Counsel, Mr. Doug Gillin, Director of Athletics, and Mr. Jonathan Reeder, Recording Secretary, were asked to remain for closed session. All others were excused.

OPEN SESSION RECONVENED: Upon motion duly made, seconded and approved, Chair Carole P. Wilson reconvened the open session.

ADJOURNMENT: There being no further business, the meeting of the Athletics Committee adjourned at 2:00 p.m.

Respectfully submitted,

Jonathan B. Reeder
Recording Secretary

MINUTES
MEETING OF THE ENDOWMENT FUND BOARD
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Thursday, March 23, 2017
Room 415 – Rough Ridge
Plemmons Student Union

CALL TO ORDER: The Board of Trustees of the Endowment Fund of Appalachian State University met at the call of the Chairperson and the Chancellor on Thursday, March 23, 2017, at 5:00 p.m. in the Rough Ridge Room of the Plemmons Student Union on the campus of Appalachian State University, Boone, North Carolina. Dr. Alice Roess presided.

MEMBERS PRESENT:

Mr. Don Beaver
Mr. Jimmy Barnes
Dr. Randal K. Edwards
Mr. Paul Forte
Mr. Robert Hatley
Dr. Sheri N. Everts
Dr. Alice G. Roess
Mr. D. Kenan Smith

OTHERS PRESENT:

Mr. Dayton Cole
Mrs. Denise Foutz
Mr. David Jamison
Ms. Diane Pitts
Mrs. Amy Roberts

CONFLICT OF INTEREST NOTICE:

Chair Alice G. Roess read the following: "Under the State Government Ethics Act, all voting members of the Board of Trustees have a duty to avoid conflicts of interest and appearances of conflicts. Looking at the agenda for today's meeting, does anyone know that you have a conflict of interest or an interest that would give rise to the appearance of a conflict of interest? If so, please let me know now." [None reported]

APPROVAL OF MINUTES:

The minutes of the December 8, 2016 meeting of the Board of Trustees of the Endowment Fund had been reviewed prior to the meeting, upon motion made, and seconded, were approved as submitted.

ENDOWMENT INVESTMENT REPORT:

Amy Roberts reported that, as of January 31, 2017, the total investment with UNC Management Company, Inc. is \$29,914,923.68. The portfolio holdings are \$23,092,985.39 - Endowed Professorships, \$4,822,136.76 - New River Light and Power Company and \$1,999,801.53 - University Bookstore.

CHANGE TO SCOREBOARD PROJECT FUNDING:

The Board of Trustees of the Endowment Fund previously approved \$400,000 for installation of the scoreboard at Holmes Convocation Center. The administration requested that the \$400,000 be utilized for equipment and related costs in the control room serving Holmes Convocation Center and Kidd Brewer Stadium. The reason for this change is that the scoreboard was purchased through the Foundation as an integrated equipment purchase. Control room costs can be segregated from the project and paid for separately.

Change to Scoreboard Project Funding:

Existing Equipment Repairs	\$ 5,000.00
Wireless Kit for Existing Camera	8,000.00
Eight Channel Instant Replay System	60,000.00
Graphics Software Upgrade	5,000.00
4x Studio Cameras and Lenses	110,000.00
Frame Synchronizers	5,000.00
Matrix Intercom System	40,000.00
Fiber Multiplexing Solution	50,000.00
Video Encoder	2,000.00
Hybrid Video Router	35,000.00
Integration Expenses	50,000.00
Other/Contingency	<u>30,000.00</u>
 TOTAL	 \$400,000.00

Following discussion, the motion was made and seconded to allow the \$400,000 for the purchase of equipment and related costs in the control room of the Holmes Convocation Center and Kidd Brewer Stadium. The motion carried.

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:13 p.m.

Respectfully submitted,

Diane Pitts