

**BOARD OF REGENTS MEETING
MOREHEAD STATE UNIVERSITY**
Center for Health, Education and Research, DeMoss Suite
Thursday, September 6, 2018, 9:30 a.m.

Agenda

- I. **GROUP PHOTO**
- II. **CALL TO ORDER**
- III. **ROLL CALL**
- IV. **EMPLOYEE RECOGNITION**
- V. **EXECUTIVE SESSION**
- VI. **PRESIDENT’S RECOMMENDATIONS**
 - A. **Consent Agenda (Action)**
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 - 2. Approve Tenure and Rank..... 15
 - 3. Ratify Personnel Actions16-21
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 - D. **President’s Report**

VII. OTHER BUSINESS

A. Future Meetings and Events

1. Audit Committee Meeting – Friday, October 19, 1:30 p.m.
2. Work Session – Friday, October 19, 2:30 p.m.
3. CPE New Board Member Orientation and Training – Monday, October 22
4. Quarterly Meeting – Thursday, December 6
5. Fall Commencement – Saturday, December 8, 10:30 a.m.

VIII. ADJOURNMENT

**BOARD OF REGENTS MEETING
MOREHEAD STATE UNIVERSITY
June 7, 2018**

The Board of Regents of Morehead State University met at 10:00 a.m. on Thursday, June 7, 2018, in the DeMoss Suite of the Center for Health, Education and Research in Morehead, Kentucky.

CALL TO ORDER

Chair Walker called the meeting to order.

ROLL CALL

The following Board members were present: Paul Goodpaster, Shannon Harr, Eric Howard, Debbie Long, Rachael Malone, Wayne Martin, Jonathan Pidluzny, Craig Preece, Patrick Price, Kathy Walker, and Terri Walters.

**EMPLOYEE
RECOGNITION**

President Morgan recognized Jill Ratliff, Chief Planning Officer, and commended her for good work, particularly for her successful shepherding of the recent strategic planning effort. President Morgan also recognized Dr. Steven Ralston on the occasion of his last Board meeting before leaving the institution. He thanked Dr. Ralston for his leadership during his tenure as provost. The President also introduced Dr. Bob Albert, who will serve as interim provost for the upcoming academic year.

MEDIA

Jason Blanton, Director of Media Relations, introduced Leeann Akers of Morehead State Public Radio, and Stephanie Ockerman of The Morehead News.

**RESOLUTION OF
COMMENDATION**

Chair Walker read the following resolution of commendation for Paul C. Goodpaster whose term on the Board ends June 30, 2018:

Paul C. Goodpaster

RESOLUTION HONORING PAUL C. GOODPASTER

WHEREAS, Mr. Paul C. Goodpaster, a respected citizen of Morehead, Kentucky, has served with distinction as a member of the Board of Regents of Morehead State University since 2006; and

WHEREAS, Mr. Goodpaster's tenure included service as chair of the Board of Regents from 2014-2018; and

WHEREAS, Mr. Goodpaster also served as a member of the audit committee for ten years; and

WHEREAS, Mr. Goodpaster served as an ex officio member of the presidential search committee in 2017; and

WHEREAS, Mr. Goodpaster’s distinguished service on the Board of Regents consistently demonstrated his high ethical standards and strong personal commitment to institutional integrity; and

WHEREAS, Mr. Goodpaster’s terms as a board member reflected his professional collegiality and dedication to academic excellence, his abiding concern for the welfare of the entire University community, and his pride as an alumnus of the institution;

THEREFORE, be it resolved by the Board of Regents of Morehead State University that Mr. Paul C. Goodpaster be and hereby is commended for his years of honorable and outstanding service on the Board of Regents and that the University expresses its profound and sincere gratitude for his efforts.

Done this seventh day of June 2018.

Kathy Walker, Chair

ATTEST:

Sharon S. Reynolds, Secretary

Joseph A. (Jay) Morgan, President

Rachael Malone

Chair Walker read the following resolution of commendation for Rachael Malone whose term on the Board ends June 30, 2018:

WHEREAS, Ms. Rachael Malone of Morehead, Kentucky, served with distinction as the student member of the Board of Regents of Morehead State University since July 1, 2017, and

WHEREAS, Ms. Malone also served in superior fashion during this period as president of the University’s Student Government Association, and

WHEREAS, Ms. Malone worked to encourage students to acknowledge and address incidents that impacted all MSU students, and

WHEREAS, Ms. Malone displayed outstanding leadership to promote participation in community service within the Morehead community, and

WHEREAS, Ms. Malone’s active engagement with the Board of Regents and her stewardship of the Student Government Association consistently demonstrated

her high ethical standards and her abiding commitment to student and institutional success,

THEREFORE, be it resolved by the Board of Regents of Morehead State University that Ms. Rachael Malone be and hereby is commended for her year of honorable and outstanding service on the Board of Regents and for her leadership of the Student Government Association.

Done this seventh day of June 2018.

Kathy Walker, Chair

ATTEST:

Sharon S. Reynolds, Secretary

Joseph A. (Jay) Morgan, President

Shannon Harr

Chair Walker read the following resolution of commendation for Shannon Harr whose term on the Board ends June 30, 2018:

WHEREAS, Dr. Shannon L. Harr has served with distinction as the staff representative to the Board of Regents of Morehead State University for a period of three years; and

WHEREAS, Dr. Harr has been an effective voice for employees of the University; and

WHEREAS, Dr. Harr’s dedicated service on the Board of Regents consistently demonstrated his high ethical standards and strong personal commitment to institutional integrity; and

WHEREAS, Dr. Harr’s three-year term as a board member has reflected his professional collegiality and dedication to academic excellence, his abiding concern for the welfare of the entire University community, and his pride as an alumnus of the institution;

THEREFORE, be it resolved by the Board of Regents of Morehead State University that Dr. Shannon L. Harr be and hereby is commended for his three years of honorable and outstanding service on the Board of Regents and that the University expresses its profound and sincere gratitude for his efforts.

Done this seventh day of June 2018.

Kathy Walker, Chair

ATTEST:

Sharon S. Reynolds, Secretary

Joseph A. (Jay) Morgan, President

**STUDENT
GOVERNMENT
REPORT**

Ms. Malone reported on SGA initiatives for the past year, particularly in the area of increased community involvement.

The President recommended:

**FOUNDERS AWARD
FOR UNIVERSITY
SERVICE**

RECOMMENDATION: That the Board approve the selection of Dr. Frances “Fran” L. Helphinstine as the recipient of the 2018 Founders Award for University Service.

Dr. Helphinstine recently retired from MSU after 52 years of outstanding service as a professor of English.

(Additional background information attached to these minutes and marked VI)

MOTION: Dr. Harr moved that the Board approve the President’s recommendation. Ms. Long seconded the motion.

CONSENT AGENDA

VOTE: The motion carried unanimously.

Chair Walker asked the Board to consider the items on the Consent Agenda:

1. Minutes of March 29, 2018 and May 10, 2018 (VII-A-1)
2. 2018 Spring Graduates (VII-A-2)
3. Promotions (VII-A-3 – *Detail attached*)
4. Emeritus Status (VII-A-4 – *Detail attached*)
5. Personnel Actions (VII-A-5)
6. Reappointment of Auditing Firm (VII-A-6)
7. Minimum Scope of Annual Audit (VII-A-7)
8. Presidential Extension of Tuition Waiver and Recreation & Wellness Center Memberships (VII-A-8)

MOTION: Mr. Preece moved that the Board approve the items on the Consent Agenda. Mr. Martin seconded the motion.

VOTE: The motion carried unanimously.

**PRESIDENT'S
RECOMMENDATIONS***Third Quarter Financial
Statements*

The President recommended:

RECOMMENDATION: That the Board approve the financial statements and amend the operating budget for the third quarter of the fiscal year that will end June 30, 2018.

(Financial Report and additional background information attached to these minutes and marked VII-B-1)

Ms. Teresa Lindgren, Chief Financial Officer, introduced Mr. Jeremy Withrow, assistant director of accounting and financial services to report the financial statements. Mr. Withrow reported that MSU's financial picture remained stable through the third quarter of the 2017-18 fiscal year. The University operated with a surplus of revenues over expenditures and transfers of \$16.6M, which is expected at this point in the year as most of the billings for spring semester 2018 are reflected in tuition and fees revenue, while only expenditures through March 31, 2018 are reflected. Total revenues increased by approximately \$1.5M from last year due to increases in tuition rates for undergraduate students and an increase in residence hall rates.

The university had \$111M in expenses as of March 31, which is the same as for the previous year. While there were increases in fixed costs such as debt service, service contracts, insurance and scholarship commitments, those increases were offset by a decrease in personnel expenses.

Looking at the Statement of Net Position, Mr. Withrow noted that cash and cash equivalents decreased \$19M year to year, primarily due to the expenditure of the bond proceeds to construct the new student residential facilities and parking garage/dining commons. The \$9M increase in accounts receivable was related to a difference in the timing of direct loan drawdowns from the Department of Education.

Ms. Teresa Lindgren reported the total operating budget for the University has increased by \$1.6M in the third quarter (to \$156M), primarily due to a fund balance allocation of \$995K to reimburse Aramark for the purchase of equipment, etc. as part of the ADUC renovation. The funds will be reimbursed from the state as part of the renovation project of the building.

MOTION: Ms. Long moved that the Board approve the President's recommendation. Mr. Martin seconded the motion.

VOTE: The motion carried unanimously.

**2018-2019 Operating
Budget, Fee Schedule and
Personnel Roster**

The President recommended:

RECOMMENDATION: That the Board approve the recommended 2018-2019 Operating Budget, which totals \$147,307,000, the 2018-2019 Personnel Roster, and the 2018-2019 Fee Schedule.

(2018-2019 Operating Budget, Personnel Roster and Fee Schedule along with background information attached to these minutes and marked VII-B-2)

Ms. Lindgren noted the proposed operating budget is balanced and very conservative. The 2018-2019 Operating Budget totals \$147.3 million, a decrease of \$4.9 million (3.2 percent) compared to the current fiscal year. The budget reflects a decrease in tuition and fee revenue of \$3.9M (5.5 percent) and a decrease of \$2.8M in state appropriations when compared with the current fiscal year. The decrease in tuition and fee revenue is a result of multiple factors, including a revenue budget shortfall of \$925.6K in 2017-2018 due to an unanticipated decline in international student enrollment; and a projected enrollment decline for 2018-2019. The operating budget is built on 1,262 first-time students, (a 5.6 percent decline in first-time freshmen), a decrease of 4.5% among returning undergraduate students, and a 9.1% decrease in graduate students.

Tuition in 2018-2019 will remain at \$4,375 per semester, with a mandatory student recreation fee of \$100. All students will be assessed a \$5 per credit hour facility fee with a maximum charge of \$60 per academic term. There are no residence hall rental rate increases (with the exception of modest increase for Andrews Hall and previously scheduled increases for University Farm). The average residence hall rate will be \$2,654 per semester.

The budget includes \$19.9M for student financial aid awards—nearly 18% of the total education & general (E&G) expenditures budgeted. The President stated there are three operating budget reserves built into the budget: (1) five percent (\$5.8M) set aside in the budget as a “rainy day” fund; (2) another five percent in each unit’s budget held in abeyance, to be released to the unit only upon the event that enrollment reaches targets and there are no unanticipated cuts in state appropriations; and (3) one-half of each unit’s technology funds will also be held in abeyance until midyear.

The Personnel Roster includes 931 positions with an estimated 893 positions contracted to be filled as of July 1, 2018. Total personnel costs (salaries, benefits and student wages) are \$69.6M, \$9.7M less than the current fiscal year. The employer-paid dental insurance program for employees was eliminated from the budget, effective July 1.

MOTION: Dr. Pidluzny moved that the Board approve the President’s recommendation to approve the 2018-2019 Operating Budget, the 2018-2019 Personnel Roster, and the 2018-2019 Fee Schedule. Dr. Harr seconded the motion.

Policy on Budget Reserve

VOTE: The motion carried unanimously.

The President recommended:

RECOMMENDATION: That the Board approve the policy on budget reserve.

The recommendation is that it be the policy of the University that during the annual budget creation and adoption process, every attempt be made to reserve a minimum of five percent (5%) of the University educational and general (E&G) recurring budget into a separately identified reserve account for rainy day/emergency usage. These reserve funds may be accessible based on the needs for the University and accessed for use at the discretion of the President. He reminded the Board that any expenditure of equipment of \$200,000 and greater would require Board approval (as part of the quarterly financial reports).

MOTION: Mr. Martin moved that the Board approve the President's recommendation. Mr. Goodpaster seconded the motion.

VOTE: The motion carried unanimously.

Financial Policy Audit

The President recommended:

RECOMMENDATION: That the Board approve the plan to contract with a qualified firm to review financial policies and practices, and to provide recommendations for improvement and implementation of best practices.

(Additional background information attached to these minutes and marked VII-B-4)

In addition to the annual audit of financial activities that evaluates compliance with applicable state and federal laws and regulations, administration requests Board approval to contract with an external reviewer less familiar with the institution to assess the current financial policies and practices, to ensure utilization of best practices for accounting, transaction processes, procedures and protocols. The audit would also review capital purchases, signatory review, and general checks and balances. This audit would be scheduled after the normal financial audit is completed.

MOTION: Mr. Goodpaster moved that the Board approve the President's recommendation. Dr. Pidluzny seconded the motion.

VOTE: The motion carried unanimously.

Naming of Eagle Trace Practice Area

The President recommended:

RECOMMENDATION: That the Board approve the naming of the practice area at Eagle Trace Golf Course for Dr. Rex Chaney.

(Additional background information attached to these minutes and marked VII-B-5)

Dr. Rex Chaney was head golf coach at Morehead State University for 35 years, garnering Ohio Valley Conference titles in 1977, 1981, 1993, and 1999. Donors led by members of the 1977 OVC Championship golf team raised funds to develop a covered hitting facility at Eagle Trace Golf Course. The space will be called the Dr. Rex Chaney Golf Practice Pavilion.

MOTION: Mr. Martin moved that the Board approve the President’s recommendation. Mr. Price seconded the motion.

VOTE: The motion carried unanimously.

Naming of Spaces in ADUC

The President recommended:

RECOMMENDATION: That the Board approve the naming of 19 spaces and furnishings in the Adron Doran University Center.

(Additional background information attached to these minutes and marked VII-B-6)

In recognition of the commitment and enduring support of Morehead State University and scholarship aid for our students, the following designated spaces in the renovated Adron Doran University Center will be named for the following individuals and organizations:

Donor	ADUC Facility to be Named
Andy and Debbie Prefontaine	Pub
Andy and Debbie Prefontaine	Tower
Proc and Bobbie Caudill	Heritage Gathering Room
Ron and Patty Griffith	Library
Willi Walker	Meeting Room
US Bank	Business Center
Citizens Bank	Coffee Lounge
Aquila Club Alumni	Pub Lounge
Jack and Cheryl Matthews	Outdoor Performance Space
Clyde James	Welcome Area
Richard and Wendy Fletcher	Student Space

Bill Phelps	Fireplace
Peg Jones	Fireplace
Jonathan and Kristina Carroll	Catering Kitchen
Jack and Sandy Herlihy	Office
Shannon Harr	Office
Wayne and Kathy Martin	Bench
Sonny and Merl Allen Family	Bench
Ron Cartee	Bench

MOTION: Mr. Price moved that the Board approve the President’s recommendation. Ms. Long seconded the motion.

VOTE: The motion carried unanimously.

**Disposal of Real Property-
Butler Hall**

The President recommended:

RECOMMENDATION: That the Board approve the order to dispose of property relating to the demolition of Butler Hall.

(Additional background information attached to these minutes and marked VII-B-7)

Authorization is requested from the Board to demolish Butler Hall. The current Campus Master Plan dated April 2014 calls for the building’s destruction. Furthermore, the 2018 Facility Evaluation Taskforce concurred with the recommendation of the campus master plan. After demolition, the site will return to green space.

MOTION: Mr. Preece moved that the Board approve the President’s recommendation. Ms. Long seconded the motion.

VOTE: The motion carried unanimously.

BREAK

Chair Walker called for a short break.

REPORTS

Spring 2018 Enrollment

President Morgan briefly reviewed the final enrollment report for Spring 2018, stating that final spring semester headcount enrollment was 9,448. Winter term continued to grow, with 753 students enrolled. Vice President for Student Affairs Russ Mast said that enrollment for fall 2018 looks promising. *(Final Enrollment Report for Spring 2018 attached to these minutes and marked VII-C-1)*

**Personal Service
Contracts**

President Morgan reported on personal service contracts, which represent all such contracts issued with amounts greater than \$10,000 between March 1 and May 9, 2018. *(Report attached to these minutes and marked VII-C-2)*

Easements Granted

Assistant Vice President for Facilities and Operations Kim Oatman reported on two easements to be granted by Morehead State University. One easement has been granted to a land owner neighboring the sheep pasture at the Derrickson Agricultural Complex. The other easement will be granted as part of the sale of the former location of the Corbie Ellington Post 126 of the American Legion building. The Board approved the disposal and sale of this property at its December 7, 2017 meeting.

Kentucky Folk Art Center

President Morgan briefed the Board on the current status of the Kentucky Folk Art Center. He stated that the funding for KFAC had been eliminated as part of the state's budget process. He and others have been engaged in speaking with potential local partners. He promised to bring more information to the Board at a later date.

President Morgan briefed the Board on several recent events:

**PRESIDENT'S
REPORT**

- **Craft Academy** – Has been added to the Washington Post's Public Elites list, which identifies the 32 most challenging and most selective public schools in the U.S. Six Craft students were named valedictorians of their class from their home high school.
- **Veterans Honors** – MSU has been named "Best of the Best Top Veteran-Friendly School" by U.S. Veterans magazine, and included in "Military Times Best: Colleges 2018" rankings by Military Times magazine.
- **Accounting** – Program has been named one of Most Affordable Online Bachelor's Degree Accounting Programs by Accounting.com for three years running.
- **Safe Campus** – MSU has been ranked 18th in 2018 Safest College Campuses in the U.S. by the National Council for Home Safety and Security.
- **U.S. News & World Report** – MSU was ranked #61 in the South, amongst the Best Regional Universities, ahead of ECU and NKU (#73 tie).
- **Baseball** – MSU's baseball team is the 2018 OVC Tournament Champions.

He also shared an updated organizational chart with the Board.

**PRESIDENT'S
EVALUATION AND
CONTRACT**

Chair Walker read the following statement regarding the President's evaluation and contract:

As typical each year, Board members have provided their preliminary comments regarding the President's performance during the past eleven months. The resounding consensus is that Dr. Morgan has done an outstanding job his first year serving this University. Such performance merits an additional year to be added onto his contract. In light of the University discontinuing its employer-paid dental benefits for employees, Dr. Morgan has requested that payment of dental benefits under his existing contract cease for himself and his family.

Mr. Howard moved to extend the President's contract one year (through June 30, 2022) under the same terms and conditions as the present, with the exception that dental benefits will end on June 30, 2018. Dr. Pidluzny seconded the motion. The motion carried unanimously.

President Morgan thanked the Board for its support.

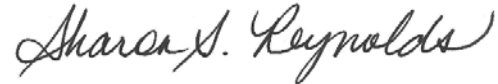
ANNOUNCEMENTS

Chair Walker announced the next Board work session is August 9, and the next quarterly meeting is September 6. The following quarterly meeting is December 6. Regent Howard reminded the Board that today is the 24 Hour Challenge (Foundation fundraising campaign). She also asked for the Board to look at the proposed spring 2019 meeting dates and provide feedback on their suitability.

ADJOURNMENT

There being no further business to conduct, Ms. Long moved that the meeting adjourn at 12:30 p.m. Mr. Howard seconded the motion. The motion carried.

Respectfully submitted,



Sharon S. Reynolds, Secretary
Board of Regents

**SPECIAL MEETING
BOARD OF REGENTS
MOREHEAD STATE UNIVERSITY
August 9, 2018**

The Board of Regents of Morehead State University met at 9:00 a.m. on Thursday, August 9, 2018, in the DeMoss Suite of the Center for Health, Education and Research in Morehead, Kentucky for a special called meeting to administer the oath to new Board members. Chair Kathy Walker presided.

CALL TO ORDER

Chair Walker called the meeting to order and introduced new Board members in attendance: Brandon Bryer, Craig Dennis and Sanford Holbrook.

OATH OF OFFICE

The Honorable William Roberts, District Judge for the 21st District, administered the oath of office to the following Regents:

Mr. Brandon Bryer, who was elected by the student body to serve a one-year term ending June 30, 2019;

Mr. Craig Dennis, who was elected by the staff to serve a three-year term ending June 30, 2021; and

Mr. Sanford Holbrook, who was appointed by Governor Matt Bevin to serve a six-year term ending June 30, 2024.

ROLL CALL

The following Board members were present: Brandon Bryer, Craig Dennis, Sanford Holbrook, Eric Howard, Debbie Long, Wayne Martin, Jonathan Pidluzny, Craig Preece, Patrick Price, Kathy Walker and Terri Walters.

Also present was President Joseph A. (Jay) Morgan, Interim Provost Dr. Bob Albert, Vice President Russ Mast, Vice President James Shaw, Chief Financial Officer Teresa Lindgren, and General Counsel Jane Fitzpatrick.

MEDIA

No media representatives were in attendance.

**ELECTION OF
VICE CHAIR &
SECRETARY;
APPOINTMENT
OF TREASURER**

Pursuant to KRS 164.330, Chair Walker asked for nominations for vice chair, secretary and treasurer. Mr. Howard made motions to nominate Mr. Martin as vice chair, and Ms. Reynolds as secretary. Mr. Holbrook seconded the motions. The motions carried unanimously.

Mr. Holbrook made a motion to reappoint Ms. Lindgren as treasurer. Dr. Pidluzny seconded the motion. The motion carried unanimously.

Modification of Existing Lease Agreement

The President recommended:

RECOMMENDATION: That the Board authorize the University President to modify the terms of the existing lease/financing agreement with Kentucky Bank, Inc.

(Additional background information attached to these minutes and marked V)

At its September 24, 2014 meeting, the Board authorized a lease agreement either through the Commonwealth of Kentucky Master Lease Program or a separate third party lender in an amount not to exceed \$10M to finance the upgrade and expansion of the University's information technology infrastructure network and campus security systems. MSU selected Kentucky Bank, Inc. through a competitive bid process to provide financing for the project, and entered into a lease agreement with the bank in June 2015. The \$10M obligation was to be repaid over ten years at a fixed interest rate of 2.92%. The remaining principal balance is \$8.6M.

The University would like to extend the financing period to decrease the monthly cash payments. The proposed modification is for an interest rate of 3.5% for years 1 through 5, 4.0% for years 6 through 10, and 4.5% for years 11 through 15. The resulting lease modification reduces annual financing payments by over \$350K in each of the first five years of the proposed lease term. The modified lease includes an option for early payment or transfer to another institution without penalty.

MOTION: Mr. Martin moved that the Board approve the President's recommendation. Mr. Preece seconded the motion.

VOTE: The motion carried unanimously.

UPCOMING MEETINGS AND EVENTS

The Board has these upcoming meetings and events:

- Quarterly Meeting, Thursday, September 6
- Audit Committee Meeting, Friday, October 19
- Work Session, Friday, October 19
- CPE New Board Member Orientation and Training, Monday, October 22
- Quarterly Meeting, Thursday, December 6
- Fall Commencement, Saturday, December 8, 10:30 a.m.

WORK SESSION DISCUSSION TOPICS

The Board conducted a work session following the official special called meeting. Discussion included 2018-19 University goals, the upcoming SACSCOC reaccreditation timeline, and upcoming plans for fundraising for scholarships. The Board received an orientation to library services. The Board also initiated its annual Board evaluation process (per Bylaws Section 1.6 and SACSCOC Guiding Principles for Governing Boards Standard 4.2.g). These items were for discussion only and no action was taken.

ADJOURNMENT

There being no further business to conduct, Mr. Martin moved that the special called meeting adjourn at 9:17 a.m. Mr. Preece seconded the motion. The motion carried.

Respectfully submitted,



Sharon S. Reynolds, Secretary
Board of Regents

TENURE AND RANK

BOR (VI-A-2)
September 6, 2018

Recommendation:

That the Board of Regents approve the granting of tenure and the rank of Associate Professor to Dr. Sherif Rashad.

Background:

Morehead State University's personnel policy, PAc-27, provides a procedure to award tenure to a candidate with exceptional credentials, experience, and previously acquired tenure as a condition of employment. The department and college tenure committees, Associate Dean, and Dean recommend that Dr. Rashad be employed with tenure with the rank of Associate Professor. The Provost and the President support this recommendation.

RATIFY PERSONNEL ACTIONS

**BOR (VI-A-3)
September 6, 2018**

Recommendation:

That the Board ratify the Personnel Actions for the period May 17, 2018, through August 17, 2018.

Background:

The Personnel Action Request Report includes actions related to:

- 1) full-time Faculty and Executive, Administrative and Managerial employees, excluding supplemental actions not listed under Item 3, below;
- 2) full-time non-classified Executive, Administrative and Managerial and Professional Staff positions (including supplemental actions);
- 3) supplemental actions for faculty acquiring managerial duties, excluding normal grant activities;
- 4) discipline;
- 5) leave of absences;
- 6) sabbaticals; and
- 7) retirements.

**MOREHEAD STATE UNIVERSITY
ROSTER POSITIONS SUMMARY
08/17/18**

	<u>July 1 Authorized Positions</u>	<u>Current Authorized Positions</u>	<u>+/- Position Adjustments</u>	<u>Current Position Strength</u>	<u>% Current Strength</u>
Office of the President	14.92	14.92	0.00	13.92	93.30
Division of University Advancement	28.78	28.58	-0.20	27.58	96.50
Division of Administration and Fiscal Services	79.75	78.35	-1.40	78.35	100.00
Facilities Management	115.66	114.66	-1.00	109.66	95.64
Division of Student Affairs	146.00	147.80	1.80	141.80	95.94
Division of Academic Affairs	30.83	30.73	-0.10	28.73	93.49
Caudill College of Arts, Humanities & Social Sciences	133.22	132.97	-0.25	129.97	97.74
Smith College of Business and Technology	47.12	47.12	0.00	46.12	97.88
College of Education	57.20	57.10	-0.10	56.10	98.25
College of Science	144.88	144.78	-0.10	139.78	96.55
Undergraduate Education & Student Success	40.63	39.73	-0.90	32.73	82.38
Regional Education & Outreach	9.00	8.90	-0.10	8.90	100.00
Camden-Carroll Library	25.70	25.80	0.10	22.80	88.37
	<u>873.69</u>	<u>871.44</u>	<u>-2.25</u>	<u>836.44</u>	<u>95.98</u>

Note: Positions are expressed in terms of full-time equivalency.

DEFINITIONS OF THE DIFFERENT KINDS OF APPOINTMENTS

- Full-Time Standing:** A Full-Time Standing Appointment designates an appointment that is full-time and for which no ending date is specified. Such appointments are terminable in accordance with the appropriate University policy. Full-time Standing Appointments must be backed with budgeted funds. Full-Time Standing Appointments may be used for all four payroll classification categories namely 1) Academic; 2) Administrative; 3) Staff Exempt; and 4) Staff Nonexempt (see PG-2). Full-Time Standing Appointments may be specified for nine, ten, eleven, or twelve months per fiscal year. This type of appointment is provided all regular University benefits.
- Full-Time Fixed:** A Full-Time Fixed Appointment designates an appointment that is full-time for a fixed period of time and for which an ending date is specified. Such appointments may be specified for nine, ten, eleven, or twelve months. The appointments do not have to be backed by permanent funds. Full-Time Fixed Appointments may be used for all four payroll classification categories namely 1) Academic; 2) Administrative; 3) Staff Exempt; and 4) Staff Nonexempt (see PG-2). This includes instructors and any other individuals in a classification covered by the tenure regulations. Such appointments are discontinued automatically at the specified ending date. Appointments may be terminated before the ending date for cause or business necessity. Full-Time Fixed Appointments may be renewed. Persons appointed to Full-Time Fixed Appointments are not converted to Full-Time Standing Appointments without an appropriate search or search waiver. This type of appointment is provided all regular University benefits.
- Supplemental:** A Supplemental Appointment designates an appointment which is supplementary to a Full-Time Standing or Full-Time Fixed Appointment and has the effect of providing an additional contractual provision beyond the term of the Full-Time Standing or Full-Time Fixed Appointments. For example, a Supplemental Appointment may be used if an individual whose regular appointment is for nine months but whose appointment is extended for one to three additional months. Supplemental Appointments will also be used to designate those appointments which are supplementary to Full-Time Standing or Full-Time Fixed Appointments to compensate for approved additional services normally outside the scope of regular duties. For example, A Supplemental Appointment can be used when an eligible employee is employed to teach a course for additional compensation. Regular University benefits, except sick leave and vacation accrual, continue with a Supplemental Appointment.

APPOINTMENT STATUS ACTIONS
5/17/18 - 8/17/18

Department/Office	Name	Effective Date	Ending Date	Title	Contract Months	Salary	Employment Status	Employment Action
Hires								
Agricultural Sciences/Vet. Tech.	Steele, Scott	08/10/18	05/14/19	Instructor of Veterinary Technology	9	\$37,500.00	Full-Time Fixed	New
Athletics-Men's Basketball	Combs, Scott	06/25/18	06/30/18	Assistant Basketball Coach	12	\$65,000.00	Full-Time Fixed, Probationary	New
Athletics-Women's Basketball	Hikens, Matthew	06/25/18	06/30/18	Assistant Women's Basketball Coach	12	\$39,000.00	Full-Time Fixed, Probationary	New
Athletics-Women's Basketball	Williams, Clint	07/09/18	03/31/19	Assistant Women's Basketball Coach	12	\$39,000.00	Full-Time Fixed, Probationary	New
Athletics-Women's Softball	Jones, Samantha	07/09/18	06/30/19	Head Women's Softball Coach	12	\$53,000.00	Full-Time Fixed, Probationary	New
Athletics-Women's Softball	Wonderly, Breanna M.	07/23/18	06/30/19	Assistant Women's Softball Coach	12	\$30,000.00	Full-Time Fixed, Probationary	New
Computer Science & Information Systems	Rashad, Sherif	08/13/18		Associate Professor of Computer Science	9	\$80,000.00	Full-Time Standing	New
Early Childhood, Elementary & Special Ed.	Lasley, Elizabeth	08/06/18		Assistant Professor of Education	9	\$50,000.00	Full-Time Standing	New
History, Phil., Pol., Int. & Legal Studies	Betti, Daniel	08/06/18	05/15/19	Visiting Assistant Professor of Political Science	9	\$51,000.00	Full-Time Fixed	New
History, Phil., Pol., Int. & Legal Studies	Grise, David	08/06/18	05/14/19	Visiting Assistant Professor, Legal Studies	9	\$51,000.00	Full-Time Fixed	New
History, Phil., Pol., Int. & Legal Studies	London, Amanda	08/06/18	05/14/19	Visiting Assistant Professor of Criminology	12	\$51,000.00	Full-Time Fixed	New
History, Phil., Pol., Int. & Legal Studies	Little, David	08/10/18	05/14/19	Visiting Assistant Professor of Political Science	9	\$51,000.00	Full-Time Fixed	New
Kinesiology, Health & Imaging Sciences	Castillo, David	08/06/18	05/14/19	Instructor of Kinesiology	9	\$41,000.00	Full-Time Fixed	New
Mathematics & Physics	Knupp, Matthew	08/06/18	05/15/19	Instructor of Mathematics	9	\$43,000.00	Full-Time Fixed	New
MSU Teach	Johnson, Mary Diane	08/06/18	05/14/19	MSU Teach Master Teacher/Instructor	9	\$49,500.00	Full-Time Fixed	New
Music, Theatre & Dance	Mensink, Nathan	08/06/18	05/14/19	Visiting Assistant Professor of Music (Saxophone)	9	\$44,217.00	Full-Time Fixed	New
Music, Theatre & Dance	Zokaite, Russell	08/06/18	05/14/19	Visiting Assistant Professor of Music (Trombone)	9	\$50,750.00	Full-Time Fixed	New
Nursing	Sloan, Susan	08/06/18	05/14/19	Instructor of Nursing	9	\$50,000.00	Full-Time Fixed	New
Nursing	O'Neal, Samantha	08/13/18	05/14/19	Instructor of Nursing	9	\$50,000.00	Full-Time Fixed	New
Psychology	Fife, Nashia	08/13/18	05/14/19	Instructor of Psychology	9	\$40,000.00	Full-Time Fixed	New
Athletics-Men's Basketball	Braden, Beau	07/01/18	03/31/19	Assistant Basketball Coach	12	\$70,000.00	Full-Time Fixed	Renewal
Athletics-Men's Basketball	Combs, Scott	07/01/18	03/31/19	Assistant Basketball Coach	12	\$65,000.00	Full-Time Fixed, Probationary	Renewal
Athletics-Women's Basketball	Hikens, Matthew	07/01/18	03/31/19	Assistant Women's Basketball Coach	12	\$39,000.00	Full-Time Fixed, Probationary	Renewal
Carl Perkins Vocational Training Center	Conley, Joann	07/01/18	06/30/19	Data Entry Specialist I	12	\$15.90	Full-Time Fixed	Renewal
Carl Perkins Vocational Training Center	Hensley, Christy	07/01/18	06/30/19	Mental Health Counselor	12	\$39,500.00	Full-Time Fixed	Renewal
Carl Perkins Vocational Training Center	Hyden, Patricia	07/01/18	06/30/19	Child Care Associate	12	\$11.66	Full-Time Fixed	Renewal
Carl Perkins Vocational Training Center	Miller, Rita	07/01/18	06/30/19	Program Instructor	12	\$32,500.00	Full-Time Fixed	Renewal
Carl Perkins Vocational Training Center	Owens, Joanna	07/01/18	06/30/19	Certified Psychologist Chief	12	\$66,500.00	Full-Time Fixed	Renewal
Carl Perkins Vocational Training Center	Walker, Elizabeth	07/01/18	06/30/19	Child Care Center Director	12	\$32,500.00	Full-Time Fixed	Renewal
MSU Teach	Eisenhour, Lynn	08/06/18	05/14/19	MSU Teach Master Teacher	9	\$49,500.00	Full-Time Fixed	Renewal
Sociology, Social Work and Criminology	Himes, Monica	07/01/18	08/05/18	Instructor/Facilitator (Social Work)	12	\$50,863.00	Full-Time Fixed	Renewal
Space Science Center	Paglalunga, Daniele	07/01/18	04/15/19	Visiting Research Engineer/Exomedicine	12	\$45,000.00	Full-Time Fixed	Renewal
Upward Bound Programs	Lewis, Amanda	06/01/18	08/31/18	Director, Upward Bound Programs	12	\$56,686.00	Full-Time Fixed	Renewal
Interim Appointments								
School of English, Comm., Media & Lang.	Neeper, Layne	07/01/18		Interim Associate Dean	12	\$115,000.00	Full-Time Standing	
Leave Of Absence								
Music, Theatre, & Dance	Wise, Wilson	05/22/18	06/05/18	Associate Professor of Music/Director of Bands	11	\$74,383.00	Full-Time Standing	Military Leave with Pay
Promotions								
Sociology, Social Work and Criminology	Himes, Monica	08/06/18		Assistant Professor, Social Work	9	\$51,000.00	Full-Time Standing	Promotion/Title Change/Sal. Adj.
Advanced Degrees								
University Police	Harrison, Merrell	07/01/18		Chief of Police	12	\$80,178.00	Full-Time Standing	Salary Adjustment
Kinesiology, Health & Imaging Sciences	Ash, Elizabeth	08/06/18	05/14/19	Instructor of Health and Wellness	9	\$42,481.00	Full-Time Fixed	Salary Adjustment
Reassignments								
Academic Advising and Retention	Rucker, Laura	08/16/18		Academic Advisor (Business)	12	\$32,990.00	Full-Time Standing, Probationary	Promotion/Title Change/Sal. Adj.
Agricultural Sciences	Bush, Stephanie	08/16/18		Accountant	12	\$32,990.00	Full-Time Standing, Probationary	Promotion/Title Change/Sal. Adj.
Athletics	Carver, Thomas	08/16/18		Assistant Director of Athletics/Compliance	12	\$57,288.00	Full-Time Standing, Probationary	Transfer/Title Change
Environmental Health and Safety	Niehoff, Holly	06/01/18		Director, Env. Health, Safety, Risk Mngt. & Insurance	12	\$60,788.00	Full-Time Standing, Probationary	Promotion/Title Change/Sal. Adj.
Financial Aid	McDaniel, Heidi	08/16/18		Financial Aid Counselor/Administrative Support	12	\$32,990.00	Full-Time Standing, Probationary	Promotion/Title Change/Sal. Adj.
Human Resources	Cundiff, Kayla	04/01/18		Benefits Manager	12	\$35,354.00	Full-Time Standing, Probationary	Promotion/Title Change/Sal. Adj.
Human Resources	Napier, Karen	06/01/18		Human Resources Employment Specialist	12	\$36,719.00	Full-Time Standing, Probationary	Promotion/Salary Adjustment
Morehead State Police Department	Lewis, Donald	04/01/18		Police Telecommunicator	12	\$11.24	Full-Time Standing, Probationary	Promotion/Title Change/Sal. Adj.
Nursing	Alfrey, Rebecca	08/01/18		Academic Specialist	12	\$17.00	Full-Time Standing, Probationary	Transfer/Title Change
Sociology, Social Work and Criminology	Sexton, Gabria	07/01/18		Academic Departmental Specialist	12	\$14.59	Full-Time Standing, Probationary	Transfer/Title Change/Salary Adj.

APPOINTMENT STATUS ACTIONS
5/17/18 - 8/17/18

Department/Office	Name	Effective Date	Ending Date	Title	Contract Months	Salary	Employment Status	Employment Action
Separations								
Agricultural Science-Veterinary Technology	Dement, Elizabeth	05/15/18		Instructor of Veterinary Technology	9	\$37,500.00	Full-Time Fixed	Resignation
Athletics-Men's Basketball	Braden, Beau	06/10/18		Assistant Basketball Coach	12	\$70,000.00	Full-Time Fixed	Resignation
Carl Perkins Vocational Training Center	Blair, Sheena	06/22/18		Office Technology Instructor	12	\$30,892.00	Full-Time Fixed	Resignation
Carl Perkins Vocational Training Center	Auxier, Haley	06/21/18		Cook/Food Services Worker	12	\$10.10	Full-Time Fixed	Outsourcing-End of Appointment
Carl Perkins Vocational Training Center	Beverly, Tammy	06/21/18		Cook/Food Services Worker	12	\$10.10	Full-Time Fixed	Outsourcing-End of Appointment
Carl Perkins Vocational Training Center	Conley, Tamela	06/21/18		Cook/Food Services Worker	12	\$10.10	Full-Time Fixed	Outsourcing-End of Appointment
Carl Perkins Vocational Training Center	Thompson, Bobbi	06/21/18		Cook/Food Services Worker	12	\$10.60	Full-Time Fixed	Outsourcing-End of Appointment
Computer Science & Information Systems	Aly, Ashraf	05/15/18		Assistant Professor of Computer Information Systems	9	\$72,000.00	Full-Time Standing	Resignation
Kentucky Folk Art Center	Collinsworth, Matt	08/31/18		Senior Director, Kentucky Folk Art Center	12	\$69,667.00	Full-Time Fixed	Resignation
Middle Grades & Secondary Education	Barrette, Randy	07/27/18		Instructor of Education	9	\$46,810.00	Full-Time Fixed	Resignation
Nursing	Jackson, Theresa	07/31/18		Associate Professor of Nursing	9	\$58,117.00	Full-Time Standing	Resignation
Financial Aid	Fultz, Bridgett	07/31/18		Financial Aid Administrative Specialist	12	\$18.06	Full-Time Standing	Retirement
Middle Grades & Secondary Education	Reefer, April	06/30/18		Director, Center for Environmental Education	12	\$52,368.00	Full-Time Fixed	Retirement
School of Business Administration	Pierce, Karen	06/30/19		Associate Professor of Accounting	9	\$103,959.00	Full-Time Standing	Retirement
Space Science Center	Thomas, Eric	08/31/18		Star Theatre Director	12	\$63,240.00	Full-Time Standing	Retirement
Tutoring and Learning Center	Madden-Grider, Gentry	07/18/18		Learning Strategies Coordinator	12	\$43,099.00	Full-Time Standing	Retirement
Other								
Athletics-Women's Golf	Barker, Stephanie	09/01/08	06/30/19	Women's Head Golf Coach/Senior Woman Administrator	12	\$50,720.00	Full-Time Fixed	Additional Appointment SWA
Alumni Relations & Development	Highley, Melinda	07/01/18		Assistant Vice President, Alumni Relations & Development	12	\$84,000.00	Full-Time Standing	Instructional Assignment
Career Services	Boone, Megan	07/01/18		Interim Director of Career Services	12	\$43,424.00	Full-Time Standing	Instructional Assignment
College of Science	Miller, Wayne	07/01/18		Dean, College of Science	12	\$163,000.00	Full-Time Standing	Instructional Assignment
Dean of Students	Ammons, Maxwell	07/01/18		Assistant Vice President/Dean of Students	12	\$85,000.00	Full-Time Standing	Instructional Assignment
Human Resources	Nally, Harold	07/01/18		Director of Human Resources	12	\$109,754.00	Full-Time Standing	Instructional Assignment
MSU at Mt. Sterling	McKay, William	07/01/18		Director, MSU @ Mt. Sterling	12	\$78,000.00	Full-Time Standing	Instructional Assignment
Student Affairs	Mast, Russell	07/01/18		Vice President for Student Affairs	12	\$130,000.00	Full-Time Standing	Instructional Assignment
Baseball	Sweeney, Kane	07/15/18		Assistant Baseball Coach	12	\$31,000.00	Full-Time Fixed	Probation Completed
Facilities Management	Oatman, Kim	07/01/18		Assistant Vice President for Facilities & Operations	12	\$123,000.00	Full-Time Standing	Probation Completed
Information Technology	Howes, Christopher	06/30/18		Assistant Vice President for Technology	12	\$125,000.00	Full-Time Standing	Probation Completed
Upward Bound Programs	Lewis, Amanda	05/15/18		Director, Upward Bound Programs	12	\$56,686.00	Full-Time Fixed	Probation Completed
Athletics-Men's Basketball	Lombardi, Dominic	07/01/18	03/31/19	Assistant Men's Basketball Coach	12	\$37,990.00	Full-Time Fixed, Probationary	Salary Adjustment
Athletics-Women's Basketball	Duck, Dominique	07/01/18	03/31/19	Assistant Women's Basketball Coach	12	\$42,500.00	Full-Time Fixed	Salary Adjustment
Music, Theatre & Dance	Grant, Donald	08/06/18		Professor of Music	9	\$62,438.00	Full-Time Standing	Sal. Adj./75% Teaching Load
Athletics-Women's Basketball	Duck, Dominique	07/16/18	03/31/19	Associate Head Women's Basketball Coach	12	\$42,500.00	Full-Time Fixed	Title Change
Sociology, Social Work, Criminology	Spencer, Ashley	08/06/18	06/30/18	Instructor/Facilitator (Social Work)	12	\$50,863.00	Full-Time Fixed	Transfer/Salary Adjustment

Total Appointment Status Actions: 81

SUPPLEMENTAL ACTIONS
5/17/18 - 8/17/18

Name	Title	Department/Office	Effective Date	Ending Date	Salary	Description
Finch, Julia	Assistant Professor of Art History	Art and Design	07/01/18	06/30/19	\$7,000.00	Program Coordinator
Hutchinson, Brian	Athletics Director	Athletics	06/15/18	06/15/18	\$1,000.00	OVC Baseball Champions
Hutchinson, Brian	Athletics Director	Athletics	07/01/18	06/30/19	\$8,400.00	Vehicle Allowance
Brown, Adam	Assoc. Head Baseball Coach	Athletics-Baseball	05/26/18	06/02/18	\$1,510.00	Award for Excellence/Reaching Regionals
McGuire, Michael	Head Baseball Coach	Athletics-Baseball	05/26/18	06/02/18	\$3,300.00	Award for Excellence/Reaching Regionals
McGuire, Michael	Head Baseball Coach	Athletics-Baseball	07/30/18	06/30/19	\$7,803.07	Vehicle Allowance
Sweeney, Kane	Asst. Baseball Coach	Athletics-Baseball	05/26/18	06/22/18	\$1,420.00	Award for Excellence/Reaching Regionals
Tenyer, Robert	Head Football Coach	Athletics-Football	08/15/18	08/30/18	\$2,090.11	Vehicle Allowance
Spradlin, Preston	Head Men's Basketball Coach	Athletics-Men's Basketball	08/15/18	08/30/18	\$2,786.81	Vehicle Allowance
Todd, Robert	Head Women's Basketball Coach	Athletics-Women's Basketball	08/15/18	08/15/18	\$3,344.17	Vehicle Allowance
Barker, Stephanie	Women's Head Golf Coach	Athletics-Women's Golf	07/15/18	07/30/18	\$2,229.45	Vehicle Allowance
Gordon, James	Head Women's Volleyball Coach	Athletics-Women's Volleyball	08/15/18	08/30/18	\$3,344.17	Vehicle Allowance
Socha-Mower, Tonia	Interim Dir., Counseling & Health Services	Counseling and Health Services	07/01/18	06/30/19	\$12,600.00	Interim Dir., Counseling & Health Services
Privott, Daryl	Asst. Prof., Adult & Higher Ed.	Faculty Center for Teaching and Learning	07/01/18	08/10/18	\$6,000.00	Dir., Faculty Center for Teaching & Learning
Pace, Lora	Director, First Year Programs	FIYP	07/01/18	06/30/19	\$20,000.00	Title IX Coordinator (Students)
Masterson, James	Associate Professor of Government	History, Phil., Pol., Int. & Legal Studies	07/01/18	06/30/19	\$7,071.00	Assistant Dean
Moore, Keith	MBA Director, Assistant to the Dean	Innovation Launchpad	07/01/18	06/30/19	\$12,000.00	Innovation Launchpad Incubator Director
Clevenger, Kimberly	Program Coord. (Bach. Deg.)/Assoc. Prof., Nursing	Nursing	07/02/18	07/27/18	\$1,866.78	Program Coordinator
Clevenger, Kimberly	Program Coord. (Bach. Deg.)/Assoc. Prof., Nursing	Nursing	08/01/18	05/31/19	\$16,914.00	Program Coordinator
Ferguson, Teresa	Asst. Prog. Coord. (Assoc. Deg.)/Assoc. Prof., Nur.	Nursing	07/02/18	07/27/18	\$5,353.11	Program Coordinator
Ferguson, Teresa	Asst. Prog. Coord. (Assoc. Deg.)/Prof., Nursing	Nursing	08/01/18	05/31/19	\$7,053.22	Program Coordinator
Howell, Teresa	Program Coord. (Assoc. Deg.)/Prof. of Nursing	Nursing	07/02/18	07/27/18	\$2,166.87	Program Coordinator
Howell, Teresa	Program Coord. (Assoc. Deg.)/Prof. of Nursing	Nursing	08/01/18	05/31/19	\$18,025.44	Program Coordinator
Mays, Lucille	Online Nursing Programs Coord./Prof. of Nursing	Nursing	07/02/18	07/27/18	\$3,195.70	Program Coordinator
Mays, Lucille	Online Nursing Programs Coord./Prof. of Nursing	Nursing	08/01/18	05/31/19	\$18,243.33	Program Coordinator
Murphy, Kerry	Interim Registrar	Registrar	07/01/18	08/31/18	\$3,252.16	Interim Registrar
Socha-Mower, Tonia	Interim Director, Counseling and Health Services	Recreation and Wellness	07/01/18	06/30/19	\$18.00	Group Fitness Classes
Nelson, Johnathan	Interim Associate Dean, School of Bus. Adm.	School of Business Administration	07/01/18	06/30/19	\$15,000.00	Interim Assoc. Dean/Greg Palmer End. Prof.
Davison, Rebecca	Instructor of Social Work	Sociology, Social Work and Criminology	08/06/18	06/30/19	\$4,444.44	Social Work Program Director
Paise, Michele	Visiting Assistant Professor of Music Education	Sociology, Social Work and Criminology	07/01/18	06/30/19	\$7,000.00	Program Coordinator

Total Supplemental Actions: 30

**APPROVE REVISIONS TO THE
MOREHEAD STATE UNIVERSITY
STUDENT CONDUCT CODE**

**BOR (VI-A-4)
September 6, 2018**

Recommendation:

That the Board approve the following revisions to the Morehead State University Student Conduct Code, found in the Eagle Student Handbook. <http://www.moreheadstate.edu/Student-Services/Dean-of-Students/Student-Handbook/Conduct-Code>

1. Administrative Changes:

Change: Vice President for Student Success to Vice President for Student Affairs

Current Version

The Assistant Vice President for Student Engagement may be designated to hear cases, determine responsibility, and determine organizational sanctions involving student organizations recognized by the University (e.g. Greek and registered student organizations).

Proposed Version

The Associate Director of Student Activities may be designated to hear cases, determine responsibility, and determine organizational sanctions involving student organizations recognized by the University (e.g. Greek and registered student organizations).

Reason for administrative changes: Updates the SCC with new administrative structure and titles.

2. Student Conduct Code Changes:

Current

SCC 700 Copyright Infringement

Last Revised: 8/01/2012

There is potential for significant liability for an individual and the University if a student shares copyrighted materials without approval from the copyright owner. University technology resources are subject to University discretion and all federal, state, and local laws governing accessibility, appropriate and timely content, intellectual property, obscenity, nondiscrimination, defamation, and copyright, trademark, and licensing regulations. The University, acting in its role as an Internet Service Provider and in conformance with the Digital Millennium Copyright Act, is required to respond immediately to notifications of violations of legal or contractual requirements.

Proposed
SCC 700 Copyright Infringement

Last Revised: 8/01/2018

Reproducing or distributing copyrighted materials without approval from the copyright owner. Using technology, devices, or services to circumvent measures that control access to copyrighted works. Refer to PG-55 Technology Resource Acceptable Use for additional information.

Reason for change: Specifies the violation instead of describing the policy. Simplifies the description.

Current
SCC 1700 Harm to Person

Last Revised: 8/01/2012

Causing, or threatening to cause, physical harm or injury to another person and/or self. Taking or threatening any actions that create a danger to any person's health, safety, or personal wellbeing (including self).

Proposed
SCC 1700 Harm to Person

Last Revised: 8/01/2018

Causing, or threatening to cause, physical harm or injury to another person. Taking or threatening any actions that create a danger to any person's health, safety, or personal wellbeing.

Reason for change: Eliminates harm/injury to self in order to be more consistent with Office of Civil Rights' (OCR) recent interpretation of the 2010 revision of Title II ADA.

Current
SCC 2750 Retaliation

Last Revised: 8/06/2015

Infractions MSU prohibits any retaliation against another student for making an inquiry, participating in an investigation, or making a reasonable good faith report of possible non-compliance with laws and regulations.

MSU is committed to a process that encourages the timely disclosure of potential incidents of non-compliance and/or violations of the law, policies or regulations. MSU recognizes that students may not make known non-compliance or violations if they fear retaliation. Therefore, no student is permitted to engage in retaliation directed against the good-faith efforts of another student who makes an inquiry, participates in an investigation, or reports possible non-compliance with laws and regulations.

Conversely, students who knowingly and intentionally make a false report of non-compliance may also be subjected to the full range of available sanctions, per SCC 2100, Lying.

Proposed
SCC 2750 Retaliation

Last Revised: 8/06/2018

Retaliating, or encouraging others to retaliate, against another student for making an inquiry, participating in an investigation, or making a reasonable good faith report of possible non-compliance with laws and regulations. Procedure for this code violation may be prescribed by PG-5, PG-6, or PG-61.

Reason for change: Specifies the violation instead of describing the policy. Simplifies the description.

Current
SCC 2800 Sexual Misconduct

Last Revised: 8/07/2015

Infractions Morehead State University will not tolerate sexual offenses in any form. Sexual offenses include, but are not limited to, sexual harassment, sexual assault, domestic violence, dating violence, exploitation, and stalking. Please refer to University Administrative Regulation (UAR) 337 for more detailed information associated with these offenses. Examples of prohibited conduct include, but are not limited to:

Sexual Harassment. Sexual Harassment can take one of two forms. The first form involves unwelcome verbal, electronic, physical and/or visual conduct based on sex, which both (1) unreasonably interferes with a person's work or educational performance, and (2) creates an environment that both a reasonable person and the specific person being harassed would find intimidating, hostile or offensive.

Sexual Assault. Sexual Assault refers to any sexual act directed against another person, forcibly and/or against the person's will; or not forcibly or against the person's will where the survivor is incapable of giving consent, as well as incest or statutory rape.

Domestic Violence or Dating Violence. Domestic Violence & Dating Violence refer to violence committed by a person who is or has been in a committed and/or social relationship of a romantic or intimate nature with the survivor.

Stalking. Stalking occurs when someone engages in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

Sexual Exploitation. Sexual exploitation occurs when someone takes sexual advantage of another person for the benefit of anyone other than that person without that person's consent (i.e. recording images or audio, distributing images, or viewing another person's sexual activity, intimate body parts or nakedness without that person's consent).

General Misconduct. Engaging in, or advocating engagement in, inappropriate sexual acts. Examples include, but are not limited to, indecent exposure and engaging in sexual activity in public.

Proposed

SCC 2800 Sexual Misconduct

Last Revised: 8/07/2018

Engaging in behavior that includes, but is not limited to, sexual harassment, sexual assault, intimate partner violence, sexual exploitation, and stalking. Engaging in, or advocating engagement in, inappropriate sexual acts such as indecent exposure or sexual activity in public. Refer to PG-6 Sexual Misconduct Policy for additional information.

Reason for change: Specifies the violation instead of describing the policy. Simplifies the description.

Current

SCC 3200 Tobacco

Last Revised: 8/01/2012

Tobacco use is prohibited on all University owned, leased, or controlled property and in University owned, leased, or rented vehicles. This includes but is not limited to all University sidewalks, parking lots, landscaped and recreational areas; at lectures, conferences, meetings and social/cultural events held on University-owned or controlled property; in vehicles owned and/or operated by the University; in privately owned vehicles parked on, or in transit across University property; and in the interior of all buildings and University residential facilities. Tobacco is defined as all tobacco-derived or containing products, including but not limited to cigarettes (clove, bidis, kreteks), cigars and cigarillos, hookah-smoked products, and oral tobacco (spit and spitless, smokeless, chew, snuff) and those devices/products giving the appearance tobacco use such as electronic cigarettes (ecigarettes). All tobacco industry promotions, advertising, marketing, and distribution are prohibited on campus properties. The distribution or sampling of tobacco and associated products is prohibited on all University owned, leased, or controlled property and at University-sponsored events, regardless of the venue. The sale of tobacco products and tobacco-related merchandise (including items reflecting logos) is prohibited on all University property and at University sponsored events, regardless of the operating vendor. Tobacco industry and related company sponsorship of athletic or other events is prohibited. The University does not permit tobacco companies on campus to conduct student recruitment or employment activities. The University does not accept any direct or indirect funding from tobacco companies.

Proposed

SCC 3200 Tobacco

Last Revised: 8/01/2018

Using, selling, promoting, advertising, marketing, or distributing tobacco-derived or containing devices, products giving the appearance of tobacco use, or Electronic Nicotine Delivery Systems (e.g. vaporizers, e-cigarettes) while on University owned, leased, or controlled property unless excluded by UAR 902 Morehead State University Tobacco Use Policy. The violation includes conduct while in University owned, leased, or rented vehicles at any location, and privately owned vehicles that are parked on, or in transit across, University property. Refer to PG-64 University Tobacco Use Policy for additional information.

Reason for change: Simplifies and updates the description.

Current

SCC 3500 Unauthorized Use of Recording

Last Revised: 8/01/2012

Using the recorded voice of a University official, administrator, faculty member, staff member, student, or another person.

Proposed

SCC 3500 Unauthorized Use of Recording

Last Revised: 8/01/2018

Using an electronic device to record without prior permission from the recorded person(s): 1) another person in which the person has a reasonable expectation of privacy; or 2) a class, lecture, presentation, exam, interview, or closed meeting. Use of an electronic recording device is permissible and authorized when appropriately used as a reasonable accommodation in accordance with ADA policies and laws.

Reason for change: Updates the description to include video recordings.

Background:

The Student Conduct Code reinforces student behavioral expectations by providing general notice of expected and prohibited behavior. The code is not written with the specificity of a criminal statute, and similarities in vocabulary between criminal statutes and the Student Conduct Code are unintentional. Students found responsible for misconduct are subject to disciplinary sanctions intended to promote personal growth, educate them to the consequences of their actions, and contribute to the safety/security of the larger campus community.

APPROVE OVC GOVERNING BOARD CERTIFICATION

BOR (VI-A-5)
September 6, 2018

Recommendation:

That the Board certify the attached Governing Board statement for the Ohio Valley Conference.

Background:

Morehead State University is a founding member of the Ohio Valley Conference (OVC), and its athletic teams (with the exception of football) compete in the OVC throughout the year. The Conference asks that the governing board of each institution certify that:

- 1) Responsibility for the administration of the athletics program has been delegated to the Chief Executive Officer of the institution.
- 2) The Chief Executive Officer has the mandate and support of the board to operate a program of integrity in full compliance with NCAA, OVC, and all other relevant rules and regulations.
- 3) The Chief Executive Officer, in conjunction with the Director of Athletics and Faculty Athletic Representative, determines how the institutional vote shall be cast on issues of athletics policy presented to the NCAA and the Ohio Valley Conference.

Approval by the Board of this certification would authorize the Board Chair to sign the attached document.



OHIO VALLEY CONFERENCE

Governing Board Certification Form Academic Year 2018-19

As Chairman of the Governing Board at _____, I attest that:

- 1) Responsibility for the administration of the athletics program has been delegated to the Chief Executive Officer of the institution.
- 2) The Chief Executive Officer has the mandate and support of the board to operate a program of integrity in full compliance with NCAA, OVC, and all other relevant rules and regulations.
- 3) The Chief Executive Officer, in conjunction with the Director of Athletics and Faculty Athletic Representative, determines how the institutional vote shall be cast on issues of athletics policy presented to the NCAA and the Ohio Valley Conference.

Date Presented to the Governing Board: _____

Signed: _____
(Chair of the Governing Board)

Please return completed form to:

*Beth DeBauche
Commissioner
Ohio Valley Conference
215 Centerview Drive, Suite 115
Brentwood, TN 37027
bdebauche@ovc.org*

Recommendation:

That the Board of Regents approve PAC-2, Promotion to Professor.

Background:

At Morehead State University policy defines the criteria, procedures, and conditions for granting promotion from Associate Professor to Professor. The policy is outlined in PAC-2, previously approved by the Board of Regents.

The Faculty Senate opted to review PAC-2 with an interest in providing clarity across a few areas including which Faculty Evaluation Plans should be used as a basis for determining promotion eligibility; the requirements for promotion application; process for requesting and granting professional service to the time-in-rank requirements associated with application to the rank of Professor; structure of promotion committees; and inclusion of minority viewpoints in committee recommendation letters.

The draft document is a result of an iterative review process including the Faculty Senate and the members of the Deans' Council, which accepted the current draft submitted and approved by the Faculty Senate in May 2018.

Policy: PAc-2

Subject: Promotion To Professor

Approval Date: 07/01/85

Revision Date: 03/07/94, 09/18/98, 09/22/01, 06/16/05, 5/2/13

PURPOSE:

To define the criteria, procedures, and conditions for granting promotion from Associate Professor to Professor.

1. ACADEMIC PRINCIPLES

Each department, school, or college will establish standards for promotion of its Associate Professors to Professor consistent with the guidelines established in [PAc-35](#). These standards will appear in the promotion section within the applicable Faculty Evaluation Plan (FEP). If a department or school has multiple FEPs, the candidate should use the one for his or her primary academic program. Promotion is neither an unqualified right nor an automatic consequence of having completed a certain period of service.

The promotion process will consist of review and judgment by the Department Promotion Committee, the Department Chair/Associate Dean, the College Promotion Committee, the College Dean, the University Promotion Committee, and the Provost. At each level, the review process will be guided by the standards outlined in the candidate's FEP. University-level reviews by the Provost and the President will bring broader administrative judgments to bear.

Only full-time standing faculty members of Morehead State University holding the rank of Associate Professor in an academic program area can be considered for promotion to Professor.

Annual faculty evaluations and promotion evaluations are separate processes, and consequently, meeting or exceeding annual performance criteria does not automatically ensure a favorable promotion decision.

2. TIME IN RANK

Tenured faculty will be eligible to apply for promotion to Professor after the completion of five years of service at the rank of Associate Professor.

Faculty hired at the Associate Professor rank may request up to three years of equivalent professional service to be applied to their time in rank requirements for promotion to Professor. Credit for equivalent professional service will be recommended to the Provost by the Departmental Promotion Committee, the Department Chair/Associate Dean, and the College Dean. This decision should be made at the time of the initial appointment at Morehead State University or no later than at the end of the first semester of full-time service.

A candidate's activities and accomplishments that occurred between initiation of tenure review and the granting of tenure and that were not documented in the tenure portfolio will be treated as if they had occurred during the candidate's time in rank at Associate Professor. Faculty hired at the Associate Professor rank may include material from the last five years in the promotion portfolio.

If a candidate applies previous service at another institution to the time in rank requirement, the previous service must be documented with respect to teaching excellence, scholarship, and service to that institution and community.

3. PROMOTION PORTFOLIO

The candidate's portfolio must document all qualifications, and it must be complete at the time of submission. The promotion portfolio will begin with the following items in order:

- (1) a letter of intent, addressed to the Department Chair or Associate Dean, justifying the case for promotion to Professor,
- (2) the applicable FEP(s) (see [PAC-35](#)) and any Flexible Workload Agreements (see [PAC-29](#)) that apply to the candidate,
- (3) the annual evaluations during the time in rank at Associate Professor by the Department Chair/Associate Dean (and in the case of faculty hired as Associate Professors without tenure, any evaluations by the College Dean as defined in PAC-27 section 8.4) as well as any responses by the candidate to those evaluations,
- (4) if applicable, a statement documenting the number of years of equivalent service at another institution granted, and
- (5) a curriculum vitae of activities in the format of or from the approved faculty activity reporting system as per [PAC-35](#) with particular emphasis on the documentation of activities since the initiation of the tenure review.

Materials that support the request for promotion should follow the initial contents of the promotion portfolio. The choice of supporting material should be based on the criteria for promotion to Professor outlined in the candidate's FEP. The materials must demonstrate growth of the candidate beyond the level of achievement expected for tenure (see PAC-27).

4. STRUCTURE OF THE PROMOTION COMMITTEES

- (1) All Professors in a department will serve on the Department Promotion Committee. If a department has five or more Professors, only these individuals will serve on the committee. If a department has three or four Professors, then the tenured faculty will invite enough Professors from outside the department to constitute a five-member Department Promotion Committee. If a

department has fewer than three Professors, the tenured faculty will select one Associate Professor from the department to serve and will invite enough Professors from outside the department to constitute a five-member Department Promotion Committee. In the event that an Associate Professor from the department is required and there is not one, the tenured faculty will fill the vacancy by inviting Professors from outside the department to serve on the Department Promotion Committee. In all cases, the majority of Department Promotion Committee members will be Professors.

(2) The College Promotion Committee will consist of one Professor from each department in the college, elected by each department. If there are not at least five departments, then the College Dean will select sufficient at-large committee members to make a committee of five, from a pool of one or more Professors elected by the tenured faculty in each department. The committee should, if possible, include both males and females, and members of various racial and ethnic groups. The term of service will be three years, with one-third of the committee members replaced each year. A member may not hold successive terms.

(3) The University Promotion Committee will consist of two Professors from each college and one at-large Professor, all selected by the Faculty Senate. If there is an insufficient number of available Professors in a college to serve on the committee, Professors from another college should be chosen to serve. No two committee members will be from the same department. The committee shall include both males and females, and members of various racial and ethnic groups if possible. The term of service will be three years, with one-third of the committee members replaced each year. A member may not hold successive terms.

(4) The chairperson of each promotion committee will be elected by the committee from the membership.

(5) No candidate for promotion, candidate's spouse, immediate family (as defined by [PG-22](#)), domestic partners, Department Chairs/Associate Deans, or Deans will serve on promotion committees.

(6) A faculty member may not serve on the Department Promotion Committee and either the College or University Promotion Committee during an academic year. They may not serve on both the College and the University Promotion Committees in the same year. A faculty member serving on the College or University Promotion Committee shall neither engage in discussions about a candidate nor vote on the candidate at the department level; this parallels the procedure in PAc-27 for tenure voting.

(7) A faculty member cannot serve on more than one of the following committees during an academic year—University Tenure Committee, University Promotion Committee, and Faculty Rights and Responsibilities Committee.

5. THE PROMOTION REVIEW PROCESS

Promotion committee deliberations must be treated confidentially.

Each promotion committee must evaluate the candidate's promotion portfolio and produce a written evaluation of the portfolio using the candidate's FEP as the criteria for evaluation. As part of the evaluation, each committee will recommend, in the form of a vote by secret ballot, promotion or non-promotion of the candidate. Abstentions are not allowed. Any sealed ballots submitted by absent faculty members shall be included in the vote tally with all ballots opened and counted at the same time during the committee meeting. If the vote is split, the letter must reflect the balance and substance of the entirety of the vote. No separate minority report may be submitted. The letter must also address how the candidate's performance does or does not meet the requirements of the candidate's FEP. A recommendation for promotion requires an affirmative vote by 50% or more of the committee membership. Each committee's written evaluation will show the vote tally and will be signed by all committee members. A copy of the written evaluation will be placed in the portfolio and also delivered to the candidate.

The Department Chair/Associate Dean and the College Dean will each produce a written evaluation of the promotion portfolio and the written evaluation will recommend promotion or non-promotion of the candidate. A copy of the written evaluation will be placed in the portfolio and also delivered to the candidate.

Promotion review proceeds as follows: the Department Promotion Committee will evaluate the candidate's promotion portfolio and then forward the portfolio to the Department Chair/Associate Dean. The Department Chair/Associate Dean will evaluate the portfolio and then forward the portfolio to the College Promotion Committee. The College Promotion Committee will evaluate the portfolio and then forward the portfolio to the College Dean. The College Dean will evaluate the portfolio and then forward the portfolio to the University Promotion Committee. The University Promotion Committee will evaluate the portfolio and then forward the portfolio to the Provost.

At every level of review, the candidate will receive a copy of his/her evaluation and will have five working days to respond, in writing, to the evaluation. The candidate's response, if any, will be placed in the portfolio and submitted to the next level of review.

The Provost will review all evaluations from the department, college, and university levels, including any responses to the evaluations provided by the candidate and will produce a written evaluation of the promotion portfolio. The written evaluation will recommend promotion or non-promotion of the candidate. The Provost will meet with the University Promotion Committee to discuss his or her recommendation. A copy of the evaluation will then be placed in the portfolio and also delivered to the candidate. The Provost will then forward his or her evaluation to the President.

The President will make the final recommendation regarding promotion to the Board of Regents.

The President will inform the candidate, in writing, of the recommendation at least two weeks prior to the Board of Regents meeting with copies of the recommendation delivered to the Department Chair/Associate Dean, College Dean, and Provost. A candidate not recommended for promotion may request a meeting with the President prior to the Board of Regents meeting.

6. ACADEMIC FREEDOM

Faculty and Administration will observe the conditions on academic freedom and responsibility for teaching and research as outlined in [PAC-14](#).

7. GENERAL DATES FOR THE PROMOTION REVIEW PROCESS

Specific dates and deadlines for the promotion review process in each year will be set and distributed to the faculty in a timely manner by the Office of the Provost.

DRAFT

Policy: PAc-2

Subject: Promotion To Professor

Approval Date: 07/01/85

Revision Date: 03/07/94, 09/18/98, 09/22/01, 06/16/05, 5/2/13

PURPOSE:

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1. ACADEMIC PRINCIPLES

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The promotion process will consist of review and judgment by the Department Promotion Committee, the Department Chair/Associate Dean, the College Promotion Committee, the College Dean, the University Promotion Committee, and the Provost. At each level, the review process will be guided by the standards outlined in the candidate's FEP. University-level reviews by the Provost and the President will bring broader administrative judgments to bear.

Only full-time standing faculty members of Morehead State University holding the rank of Associate Professor in an academic program area can be considered for promotion to Professor.

Annual faculty evaluations and promotion evaluations are separate processes, and consequently, meeting or exceeding annual performance criteria does not automatically ensure a favorable promotion decision.

2. TIME IN RANK

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Faculty hired at the Associate Professor rank may request up to three years of equivalent professional service to be applied to their time in rank requirements for promotion to Professor. Credit for equivalent professional service will be recommended to the Provost by the Departmental Promotion Committee, the Department Chair/Associate Dean, and the College Dean. This decision should be made at the time of the initial appointment at Morehead State University or no later than at the end of the first semester of full-time service.

A candidate's activities and accomplishments that occurred between initiation of tenure review and the granting of tenure and that were not documented in the tenure portfolio will be treated as if they had occurred during the candidate's time in rank at Associate Professor. [Faculty hired at the Associate Professor rank may include material from the last five years in the promotion portfolio.](#)

~~Faculty hired at the Associate Professor rank with tenure may request up to three years of equivalent professional service to be applied to their time in rank requirements for promotion to Professor. Credit for equivalent professional service will be recommended to the Provost by the Departmental Promotion Committee, the Department Chair/Associate Dean, and the College Dean. This decision should be made at the time of the initial appointment at Morehead State University but or no later than at the end of the first year semester of full-time service.~~

If a candidate applies previous service at another institution to the time in rank requirement, the previous service must be documented with respect to teaching excellence, scholarship, and service to that institution and community.

3. PROMOTION PORTFOLIO

The candidate's portfolio must document all qualifications, and it must be complete at the time of submission. The promotion portfolio will ~~consist of~~begin with the following items in order:

- (1) a letter of intent, addressed to the Department Chair or Associate Dean, justifying the case for promotion to Professor,
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- (3) the annual evaluations during the time in rank ~~of at~~ Associate Professor by the Department Chair/Associate Dean and in the case of faculty hired as Associate Professors without tenure, any evaluations by ~~and~~ the College Dean as defined in PAC-27 section 8.4 as well as any responses by the candidate to those evaluations,
- (4) if applicable, a statement documenting the number of years of equivalent service at another institution granted, and
- (5) a ~~copy of the report~~curriculum vitae of activities in the format of or from the approved faculty activity reporting system as per [PAC-35](#) with particular emphasis on the documentation of activities since the initiation of the tenure review.

~~**4. SUPPORTING DOCUMENTS** Based on the criteria for promotion to Professor outlined in the candidate's FEP, the candidate will submit to the Department Chair/Associate Dean a set of documents, or appropriately presented digital materials, supporting the request for promotion.~~

~~Materials that support the request for promotion should follow the initial contents of Supporting documents will remain with the Department Chair/Associate Dean and must be made available, upon request, to any person involved in the review of the promotion portfolio.~~

~~The choice of supporting material should be based on the criteria for promotion to Professor outlined in the candidate's FEP. The materials must demonstrate growth of the candidate beyond the level of achievement expected for tenure (see PAc-27).~~

~~They~~Such materials may include but are not limited to the following:

~~(a) items indicating the extent and quality of teaching, such as teaching evaluations, innovative teaching techniques, new courses or programs developed, and teaching awards or honors.~~

~~(b) items indicating the extent and quality of scholarship, such as publications, artistic/creative works, and grant activities, and~~

~~(c) items indicating the extent and quality of service to the institution, the profession, or the broader community, such as proposals to improve the university, service on institutional committees, editorships or reviews for professional journals, development of relations with outside professional or public groups, consulting, and awards or honors for service.~~

~~The materials must demonstrate growth of the candidate beyond that expected for tenure.~~

54. STRUCTURE OF THE PROMOTION COMMITTEES

~~(1) All P~~professors in a department will serve on the Department Promotion Committee. If a department has five or more Professors, only these individuals will serve on the committee. If a department has three or four Professors, then the tenured faculty will invite enough Professors from outside the department to two or one associate professors from the department, respectively, will be chosen by the tenured faculty constitute a five-member Department Promotion Committeeto serve on the Department Promotion Committee thereby constituting a five-member committee. If a department has ~~less~~fewer than three Professors, the tenured faculty will select ~~two-one~~ Associate Professors from the department to serve and will invite enough Professors from outside the department to constitute a five-member Department Promotion Committee. In the event that ~~an~~ Associate Professors from the department ~~are-is~~ required and ~~there are an insufficient numberthere is not one~~, the tenured faculty will fill the ~~vacancies~~ vacancy by inviting Professors ~~or associate professors~~ from outside the department to serve on the Department Promotion Committee. In all cases, the majority of Department Promotion Committee members will be Professors.

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~~department will consist of one professor from each department in the college as appointed by the Dean. If there is an insufficient number of available professors in a department to serve on the committee, associate professors from the department may serve. If there are fewer than five departments in a college, the Dean will select additional professors or associate professors from the college to constitute a committee of at least five members with equal representation from each department. The committee should, if possible, include both males and females, and members of various racial and ethnic groups. The term of service will be three years, with one-third of the committee members replaced each year. A member may not hold successive terms.~~

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~~(4) The chairperson of each promotion committee will be elected by the committee from the membership.~~

~~(5) No candidate for promotion, candidate's spouse, immediate family (as defined by PG-22), domestic partners, Ddepartment Cchairs/Associate Deans, or Ddeans will serve on promotion committees.~~

~~(6) A faculty member may not serve on the Department Promotion Committee and either the College or University Promotion Committee during an academic year. They may not serve on both the College and the University Promotion Committees in the same year. may serve on more than one promotion committee in the same year. A faculty member serving on the College or University Promotion Committee shall neither may engage in discussions about a candidate at any level- nor but can only vote on the candidate at the department higher-level; this parallels the procedure in PAc-27 for tenure voting...A faculty member shall always vote at the department level when eligible to do so. A faculty member who is on the College or University Promotion Committee and who has voted on a candidate at the department level, shall neither discuss nor vote on the candidate at the college and university levels.~~

~~The chairperson of each promotion committee will be elected by the committee from the membership.~~

~~The University Promotion Committee will consist of two professors from each college and one at-large professor all selected by the Faculty Senate. If there is an insufficient number of available professors in a college to serve on the committee, associate professors from the college may serve. No two committee members will be from the same department. The committee shall~~

~~include both males and females. The term of service will be three years, with one third of the committee members replaced each year. A member may not hold successive terms.~~

~~(7) A faculty member cannot serve on more than one of the following committees during an academic year—University Tenure Committee, University Promotion Committee, and Faculty Rights and Responsibilities Committee. No member of the Faculty Rights and Responsibilities Committee will serve concurrently on the University Promotion Committee.~~

~~The College Promotion Committee will consist of one professor from each department in the college as appointed by the Dean. If there is an insufficient number of available professors in a department to serve on the committee, associate professors from the department may serve. If there are fewer than five departments in a college, the Dean will select additional professors or associate professors from the college to constitute a committee of at least five members with equal representation from each department. The committee should, if possible, include both males and females. The term of service will be three years, with one third of the committee members replaced each year. A member may not hold successive terms.~~

65. THE PROMOTION REVIEW PROCESS

Promotion committee deliberations must be treated confidentially.

Each promotion committee ~~will~~ must evaluate the candidate's promotion portfolio and produce a written evaluation of the portfolio using the department candidate's FEP as the criteria for evaluation. As part of the evaluation, each committee will recommend, in the form of a vote by secret ballot, promotion or non-promotion of the candidate. Abstentions are not allowed. Any sealed ballots submitted by absent faculty members shall be included in the vote tally with all ballots opened and counted at the same time during the committee meeting. If the vote is split, the letter must reflect the balance and substance of the entirety of the vote. No separate minority report may be submitted. The letter must also address how the candidate's performance does or does not meet the requirements of the candidate's FEP. minority opinions must be included in the written evaluation and the opinions must address how the candidate's performance does or does not meet the requirements of the department FEP. If the vote is unanimous, there is, by definition, no minority opinion. A recommendation for promotion requires an affirmative vote by 50% or more of the committee membership. Each committee's written evaluation will show the vote tally and will be signed by all committee members. A copy of the written evaluation will be placed in the portfolio and also delivered to the candidate.

The Department Chair/Associate Dean and the College Dean will each produce a written evaluation of the promotion portfolio and the written evaluation will recommend promotion or non-promotion of the candidate. A copy of the written evaluation will be placed in the portfolio and also delivered to the candidate.

~~Both the Department Promotion Committee and the Department Chair/Associate Dean must document, in their written evaluation of the promotion portfolio, the validity of the information in the portfolio. Validation will be based in part or in whole on the supporting documents.~~

Promotion review proceeds as follows: ~~The the~~ Department Promotion Committee will evaluate the candidate's promotion portfolio ~~and review the candidate's supporting documents,~~ and then forward the portfolio ~~and supporting documents~~ to the Department Chair/Associate Dean. The Department Chair/Associate Dean will evaluate the portfolio ~~and review the supporting documents,~~ and then forward the portfolio to the College Promotion Committee. The College Promotion Committee will evaluate the portfolio and then forward the portfolio to the College Dean. The College Dean will evaluate the portfolio and then forward the portfolio to the University Promotion Committee. The University Promotion Committee will evaluate the portfolio and then forward the portfolio to the Provost.

At every level of review, the candidate will receive a copy of his/her evaluation and will have five working days to respond, in writing, to the evaluation. The candidate's response, if any, will be placed in the portfolio and submitted to the next level of review.

The Provost will review all evaluations from the department, college, and university levels, including any responses to the evaluations provided by the candidate and will produce a written evaluation of the promotion portfolio. The written evaluation will recommend promotion or non-promotion of the candidate. The Provost will meet with the University Promotion Committee to discuss his or her recommendation. A copy of the evaluation will then be placed in the portfolio and also delivered to the candidate. The Provost will then forward his or her evaluation to the President.

The President will make the final recommendation regarding promotion to the Board of Regents. The President will inform the candidate, in writing, of the recommendation at least two weeks prior to the Board of Regents meeting with copies of the recommendation delivered to the Department Chair/Associate Dean, College Dean, and Provost. A candidate not recommended for promotion may request a meeting with the Provost-President prior to the Board of Regents meeting.

76. ACADEMIC FREEDOM

Faculty and Administration will observe the conditions on academic freedom and responsibility for teaching and research as outlined in [PAC-14](#).

87. GENERAL DATES FOR THE PROMOTION REVIEW PROCESS

Specific dates and deadlines for the promotion review process in each year will be set and distributed to the faculty in a timely manner by the Office of the Provost.

AUTHORIZE PROGRAM CLOSURES

BOR (VI-B-2)
September 6, 2018

Recommendation:

That the Board of Regents authorize the following program closures:

- Educational Specialist in Counseling: Licensed Professional Counseling Associate
- Bachelor of Arts Health Education Major with Teacher Certification (P-12) program
- Bachelor of Arts Health and Physical Education Area with Teacher Certification (P-12) program
- Physical Education Major with Teacher Certification (P-12) program
- Astronomy Minor

Background:

Academic Affairs routinely engages in a review of our academic programs through self-studies and Academic Program Review (APR). Major programs at the graduate and undergraduate level undergo a process of comprehensive review every six years. The findings and recommendations of this review process are shared with program coordinators and faculty, the department head and college dean, the Provost and Vice President for Academic Affairs, and the Council for Postsecondary Education (CPE). This process is aligned with Council on Postsecondary Education's "Review of Existing Academic Programs: Policy and Procedures" implemented in September 2011 and authorized by KRS 164.020 (16). As a result of program review, five academic programs have been identified for closure.

The five program closures have been submitted to SACSCOC as substantive changes which require approval. These closures also require Board of Regents approval:

Program	Explanation	Status
Educational Specialist in Counseling: Licensed Professional Counseling Associate	Accreditation of this program is mandated by the state of Kentucky. Due to considerable accreditation costs and student enrollment numbers, the decision was made not to pursue accreditation and to close the program. The students enrolled in the program will have the opportunity to complete the program in three years from time of closure.	Approved by SACSCOC for closure in May 2017 Approved by CPE for closure 6/23/14

Program	Explanation	Status
Bachelor of Arts Health Education Major with Teacher Certification (P-12) program	No students enrolled in the program. Identified by the department for closure.	Submitted to SACSCOC in May 2018 (awaiting approval) Request to suspend is pending at CPE.
Bachelor of Arts Health and Physical Education Area with Teacher Certification (P-12) program	Lower enrollment and degree completion numbers have resulted in a departmental decision to close the program. Students enrolled in the program will have the opportunity to complete the program in four years from time of closure.	Submitted to SACSCOC in May 2018 (awaiting approval). Request to suspend is pending at CPE.
Physical Education Major with Teacher Certification (P-12) program	No students enrolled in the program. Identified by the department for closure.	Submitted to SACSCOC in May 2018 (awaiting approval). Request to suspend is pending at CPE.
Astronomy Minor	The department has recommended that the current Astronomy Minor be replaced by a new Astrophysics Minor. The new minor will eliminate contradictions in the current course requirements and make the program more rigorous.	Submitted to SACSCOC in May 2018 (awaiting approval)

**APPROVE REVISION TO
GRADUATION FEE IN FEE SCHEDULE**

**BOR (VI-B-3)
September 6, 2018**

Recommendation:

That the Board of Regents approve the recommended revision to the graduation fee in the 2018-2019 Fee Schedule.

Background:

The Board of Regents approved the 2018-2019 Fee Schedule on June 7, 2018. Included in the Fee Schedule was a non-refundable graduation fee of \$60 if paid by the deadline and \$80 if paid after the deadline. The graduation fee currently applies to all degree candidates (undergraduate, graduate, and doctoral). Revenue collected from the graduation fee is used to offset the cost of producing and mailing diplomas, commencement expenses, and regalia provided to the degree candidates.

A cap, gown, and tassel are the official regalia that must be worn at commencement by undergraduate candidates. Graduate candidates must wear a cap, gown, tassel, and hood for the respective discipline. The official regalia for doctoral candidates is more elaborate and includes a tam, custom gown, and hood for the respective discipline.

The current graduation fee of \$60 is sufficient to cover the cost of commencement and diploma expenses and the cost of the cap, gown, and tassel. However, the fee is not sufficient to cover the additional cost of the hood for graduate candidates or the full cost of the regalia for doctoral candidates. To offset the full costs including regalia provided to all degree candidates, the following revised graduation fee structure is recommended.

Degree Candidate	By the Deadline	After the Deadline
Undergraduate	\$60	\$70
Graduate	\$80	\$90
Doctoral	\$150	\$150

The late penalty for payment of the graduation fee after the deadline is currently \$20. It is recommended that this be reduced to \$10 for undergraduate and graduate candidates. No late penalty is recommended for doctoral candidates.

The revised graduation fee(s) would be effective immediately upon Board of Regents approval.

Recommendation:

That the Board of Regents approve the disposal of a portion of the property formerly known as Trumbo Avenue (0.068 acres) and the small parcel on the east side of the former Trumbo Avenue known as the Veteran’s Memorial Tract (0.062 acres).

Background:

On December 7, 2017 the Board of Regents approved the disposal of the property formerly known as American Legion located at 110 Bishop Avenue and bound on the east side by Trumbo Avenue. This property was sold on July 24, 2018. Trumbo Avenue was previously closed as a part of the City of Morehead - East First Street Relocation Project and ownership of this tract of land reverted to Morehead State University. The University also owns a small parcel on the east side of the former Trumbo Avenue known as the Veteran’s Memorial Tract. These two parcels of land are of no benefit to the University since they are too small to develop. Furthermore, these parcels are a liability to the University due to risks of potential accidents on the road or land and the requirement to maintain them.

The remainder of the property formerly known as Trumbo Avenue that adjoins East First Street will be retained by the University for access to the Kentucky Center for Traditional Music.

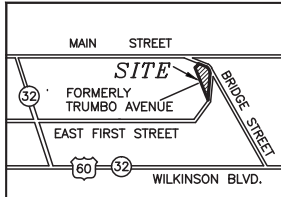
MSU officials agree that the strip of land formerly known as Trumbo Avenue and the small parcel on the east side of it known as the Veteran’s Memorial Tract are of no benefit to the University. The subject properties were not identified in the Campus Master Plan for future use so the disposal would not adversely affect the University. MSU officials are therefore recommending approval of the disposal of the two parcels as depicted on the attached plat.

Statutory Authority:

KRS 164A.575 (7) provides that the governing board shall sell or otherwise dispose of all real or personal property of the institution that is not needed for the institution’s use, or would be more suitable consistent with the public interest for some other use, as determined by the board. The determination of the board shall be set forth in an order and shall be reached only after review of a written request by the institution desiring to dispose of the property. Such request shall describe the property and state the reasons why the institution believes disposal shall be effected.

Written Request to Dispose of Property

A written request to dispose of property known as the former Trumbo Avenue and the parcel known as Veteran’s Memorial Tract is hereby submitted for approval. With Board approval, the University would like to pursue a sale of these tracts.



VICINITY MAP (NOT TO SCALE)
MOREHEAD ROWAN CO., KY.

PARCEL 1
BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	S 30°25'38" E	72.79'
L2	S 26°49'04" E	37.97'
L3	N 49°37'57" E	21.83'
L4	S 27°12'43" E	11.44'
L5	N 85°48'08" E	6.00'
L6	N 04°11'52" W	26.25'
L7	N 00°39'54" W	22.89'
L8	S 39°16'31" W	28.37'
L9	N 28°07'38" W	46.18'
L10	N 30°43'57" W	26.50'
L11	N 30°31'11" W	21.62'
L12	S 42°13'29" W	22.93'

PARCEL 2
BOUNDARY LINE TABLE

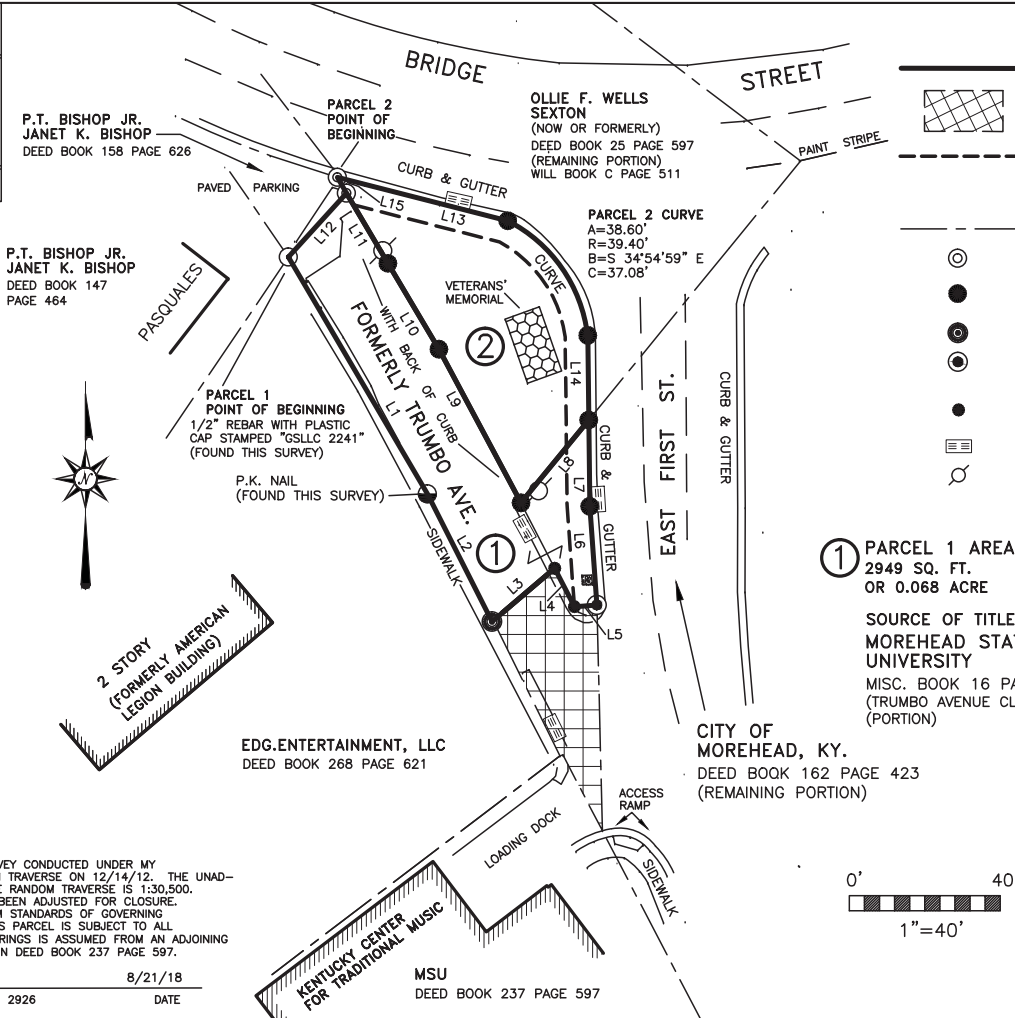
LINE	BEARING	DISTANCE
L13	S 75°40'13" E	146.64'
L14	S 00°39'54" E	22.41'
L15	N 30°00'54" W	4.85'



SURVEYOR'S CERTIFICATION

I CERTIFY THAT THIS PLAT DEPICTS A SURVEY CONDUCTED UNDER MY DIRECTION USING THE METHOD OF RANDOM TRAVERSE ON 12/14/12. THE UNADJUSTED ERROR OF CLOSURE RATIO OF THE RANDOM TRAVERSE IS 1:30,500. THE BEARINGS AND DISTANCES HAVE NOT BEEN ADJUSTED FOR CLOSURE. THIS SURVEY AND PLAT MEET THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES FOR AN URBAN SURVEY. THIS PARCEL IS SUBJECT TO ALL PERTINENT EASEMENTS. THE BASIS OF BEARINGS IS ASSUMED FROM AN ADJOINING SURVEY OF THE MSU PARCEL DESCRIBED IN DEED BOOK 237 PAGE 597.

Timothy E. Kelly
TIMOTHY E. KELLY L.S. 2926 8/21/18 DATE



LEGEND

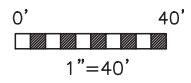
- BOUNDARY LINE (THIS SURVEY)
- INGRESS, EGRESS AND UTILITY EASEMENT ALONG FORMERLY TRUMBO AVE. FOR ACCESS FROM EAST FIRST STREET TO EDG. ENTERTAINMENT, LLC PARCEL (SEE DB 268 P 621)
- EXTENT OF 6' WIDE EASEMENT LOCATED BEHIND BRIDGE STREET CURB AND EAST FIRST STREET CURB RETAINED BY THE CITY OF MOREHEAD FOR CURB MAINTENANCE (DB 247 P 135 & MC 16 P 698)
- APPROXIMATE ADJOINING BOUNDARY LINE
- MAG NAIL WITH ALUM. WASHER STAMPED "C OF KY SURVEY MARKER LS 2926" (FOUND THIS SURVEY)
- 1/2" REBAR WITH PLASTIC CAP STAMPED "TEK LS 2926" (FOUND THIS SURVEY)
- MAG NAIL WITH ALUM. WASHER STAMPED "T E KELLY LS 2926" (SET THIS SURVEY)
- ALUM. DISK IN CONCRETE WITH REBAR STAMPED "COMMONWEALTH OF KENTUCKY SURVEY MARKER LS 2926" (FOUND THIS SURVEY)
- UNMONUMENTED BOUNDARY CORNER AT BACK OF CURB ON FORMERLY TRUMBO AVENUE
- STORM SEWER CATCH BASIN
- UTILITY POLE

① PARCEL 1 AREA:
2949 SQ. FT.
OR 0.068 ACRE

SOURCE OF TITLE:
MOREHEAD STATE UNIVERSITY
MISC. BOOK 16 PAGE 698
(TRUMBO AVENUE CLOSING TRACT)
(PORTION)

② PARCEL 2 AREA:
2679 SQ. FT.
OR 0.062 ACRE

SOURCE OF TITLE:
MOREHEAD STATE UNIVERSITY
DEED BOOK 247 PAGE 135
(VETERAN'S MEMORIAL TRACT)



BOUNDARY SURVEY OF
TWO (2) MOREHEAD STATE UNIVERSITY PARCELS LOCATED AT FORMERLY TRUMBO AVENUE*MOREHEAD, KY. TO BE DISPOSED OF (COMPLIANT WITH 201 KAR 18:150) FOR MOREHEAD STATE UNIVERSITY 305 HOWELL McDOWELL, MSU MOREHEAD, KY. 40351

TIM E. KELLY, LAND SURVEYOR
300 BLUEFIELD LANE
MOREHEAD, KENTUCKY 40351 (606) 783-1811

DATE: 8/21/18	FILE # 698POST REV	SCALE: 1"=40'
DRAWN BY: TEK	EDITED BY: TEK	SHEET: 1 OF 1

**APPROVE AMENDMENT TO
PRESIDENT'S CONTRACT**

**BOR (VI-B-5)
September 6, 2018**

Recommendation:

That the Board of Regents approve an amendment to the President's employment contract, removing the requirement to live in the President's Home on campus.

Background:

The original employment contract, signed March 23, 2017, for President Morgan includes occupying the President's Home on campus as a condition of his employment.

Recently, mold was discovered throughout the residence, including in the heating and air conditioning unit and duct work. Facilities Management is currently obtaining expert inspection, testing and assessment of the structure and the repairs that may be necessary to return the Home to livable condition.

In anticipation of potential costly and lengthy repairs, the Board is requested to remove the requirement that the President and his family occupy the President's Home on campus, thereby allowing them to seek alternative housing.

**APPROVE INTER-LOCAL AGREEMENT WITH
BLUEGRASS & CENTRAL KENTUCKY UNIFIED
POLICE PROTECTION SYSTEM (BACKUPPS)**

**BOR (VI-B-6)
September 6, 2018**

Recommendation:

That the Board of Regents approve the Morehead State University Police Department's participation in the inter-local agreement with Bluegrass & Central Kentucky Unified Police Protection System (BACKUPPS).

Background:

Pursuant to KRS 65.242(3), the legislative body of a public agency must approve the agency's participation in inter-local agreements.

In December 2014, multiple cities and counties in central Kentucky, and the University of Kentucky, entered into an inter-local agreement creating the Bluegrass & Central Kentucky Unified Police Protection System, or BACKUPPS. The purpose of the agreement was to establish a cooperative law enforcement system, and to provide inter-jurisdictional powers to peace officers employed by the parties to the agreement.

In 2016, the agreement was amended when additional cities and counties joined the system, including Rowan County. (This amendment is attached. Morehead State University was anticipated to be a part of this amendment and was listed as one of the parties, but was later struck from the document.) Pursuant to KRS 65.260(2), the agreement and its amendment have been approved by Kentucky's Attorney General.

Sheriff Departments from Rowan, Fleming, Menifee, Montgomery, Powell, and Clark counties, and Police Departments from Winchester, Mt. Sterling, Owingsville, and Flemingsburg are also members. Murray State University and University of Kentucky Police Departments are also members.

The benefits to Morehead State University Police Department (MSUPD) would be in mutual aid (officer assistance, equipment, etc.) from local departments and criminal investigations that cross jurisdictional lines. Also, during travels between MSU and Richmond for required training (in the BACKUPPS areas), MSUPD would be permitted to legally intervene in crimes committed in their presence, including drivers who are a danger to others. In addition, MSUPD would benefit when investigating in counties where MSU property exists, such as Montgomery County and Boyd County. These powers would be reciprocal for officers from other jurisdictions who may be on MSU property.

The agreement includes strict policies to prohibit abuse of the jurisdictional agreement. The proposed amendment including MSUPD, the 2016 amended agreement, a jurisdictional map, and listing of the police currently involved in BACKUPPS, are attached.

**AN AMENDMENT TO THE
INTERLOCAL AGREEMENT CREATING A
BLUEGRASS AND CENTRAL KENTUCKY
UNIFIED POLICE PROTECTION SYSTEM (BACKUPPS)**

The Agreement, dated December 30, 2014, by and between the CITIES of CLAY CITY, CYNTHIANA, DANVILLE, FRANKFORT, GEORGETOWN, HARRODSBURG, LANCASTER, LAWRENCEBURG, MT. STERLING, NICHOLASVILLE, OWENTON, PARIS, STANTON, VERSAILLES, and WINCHESTER, KENTUCKY; the UNIVERSITY OF KENTUCKY; the COUNTIES of BOURBON, BOYLE, CLARK, FRANKLIN, GRANT, MERCER, MONTGOMERY, OWEN, POWELL, SCOTT, and WOODFORD, KENTUCKY; and the respective SHERIFFS of said COUNTIES creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS) is hereby amended as follows:

SECTION ONE:

The Agreement is amended to add the following parties:

The CITIES of STAMPING GROUND, LAGRANGE, and WILMORE;

The COUNTIES of ANDERSON, ~~BRECKINRIDGE~~, CARROLL, GALLATIN, GARRARD, ~~HARDIN~~, HARRISON, HART, HENRY, JESSAMINE, MARION, MASON, MENIFEE, OLDHAM, ROWAN and WASHINGTON and the respective SHERIFFS of said COUNTIES; and

~~The MOREHEAD STATE UNIVERSITY POLICE DEPARTMENT.~~

SECTION TWO

The terms of the Agreement are amended as follows:

1.0 **Purpose of Agreement:** The purpose of this Agreement is to establish a central Kentucky regional cooperative law enforcement system and to provide inter-jurisdictional powers to peace officers employed by the parties to the Agreement.

2.0 **Definitions**

2.1 As used herein, the following words and phrases have the meanings indicated thereafter:

2.1.1 “Member Entity” means a city or county police department, county sheriff’s [~~department~~] office, or other law enforcement public agency that is a party to this Agreement.

2.1.2 “Member Officer” means a full time or part time Peace Officer Professional Standards (POPS) certified officer or deputy of a Member Entity. The term Member Officer shall include the elected Sheriff of a Member Entity regardless of whether he or she has received POPS certification, but shall not include special deputies who are not POPS certified. Member Officer shall not include constables.

3.0 **Scope of Agreement**

3.1 **Powers and Immunities of Member Officers:** Each and every Member Officer, when acting within the scope of his or her duties as a sworn peace officer outside the jurisdictional boundaries of his or her Member Entity and within the jurisdictional boundaries of another Member Entity, shall have the full power of arrest and all powers the Member Officer possesses in his or her own jurisdiction, and shall have the same immunities and privileges as if the duties were performed in the

jurisdiction of his or her own Member Entity. Such powers, immunities, and privileges shall include, but are not limited to, the authority to conduct investigations and searches, make arrests, seize property pursuant to applicable law, carry firearms, execute search and arrest warrants, deliver subpoenas and summonses issued under authority of law, and perform other law enforcement duties and activities as directed by the Police Chief or Sheriff of the hosting Member Entity.

3.2 Authority to Cross Jurisdictional Boundaries: Whenever, in the normal course of duty, it becomes necessary for a Member Officer to enter the jurisdiction of another Member Entity, the Member Officer shall have the authority to enter that Member Entity's jurisdiction and to exercise therein the powers and privileges granted in section 3.1 of this Agreement.

3.3 Notice Protocol: Whenever a Member Officer acting under the authority granted in this Agreement has necessity to enter the jurisdiction of another Member Entity, the Member Officer shall, to the extent practical, notify the hosting Member Entity in advance of his or her intent to enter its jurisdiction. In the event advance notice is not practical, the Member Officer shall, as soon as possible and to the extent practical, notify the hosting Member Entity of his or her entry.

3.4 Failure to Follow Notice Protocol Shall Not Affect Authority: In the event a Member Officer fails to follow the established notice protocol provision for entering the jurisdiction of another Member Entity, such failure shall not negate, hinder, or otherwise affect the authority granted to the Member Officer under this Agreement.

3.5 **[Model] Operating Protocol:** The Member Entities recognize the need to afford Member Officers maximum flexibility in performing their duties under this Agreement while fostering respect for the integrity and autonomous operation of each and every Member Entity. Member entities shall adopt the Model Standard Operating Procedures for Participation in the Bluegrass and Central Kentucky Unified Police Protection System (“Model SOPs”), which is attached as Exhibit A hereto, governing the conduct of law enforcement officers participating in this Agreement.

~~[Member Entities are encouraged to adopt the Model Standard Operating Procedures for Participation in the Central Kentucky Interlocal Shared Jurisdiction Agreement, which is attached as Exhibit A hereto.]~~ A

Member Entity may adopt Standard Operating Procedures that are more stringent than the Model Standard Operating Procedures, provided the Board approves of those differences. In no event shall a Member Entity adopt Standard Operating Procedures that are less stringent than the Model SOPs. Each Member Entity shall sign an acknowledgment that it agrees to abide by the Model SOPs or SOPs that have been approved by the Board. ~~[By executing this Agreement, each Member Entity understands and accepts that such protocols are advisory in nature and shall not]~~ In no event shall the terms of the Model SOPs and any SOPs approved by the Board affect the authority granted to Member Officers in this Agreement.

3.6 **Reciprocal Cooperation and Assistance:** It is the intent of the Parties to facilitation inter-jurisdictional cooperation and mutual aid whenever it is in the best interests of the citizens of the Commonwealth. Member Entities shall, upon request and to the extent practical and

feasible, assist with any investigation, search, arrest or other law enforcement activity undertaken by a Member Officer within the hosting Member Entity's jurisdictional boundaries. Any Member Entity may request assistance from other Member Entities, who are hereby empowered to provide such assistance under the full immunities, privileges and powers provided by state law and this Agreement.

4.0 ~~[No Separate]~~**Administrative Entity:** ~~[No separate administrative entity is created by this Agreement.]~~ This Agreement creates a separate administrative entity to administer the Agreement.

4.1 **Administrator:** This Agreement and the joint undertaking authorized herein shall be administered by ~~[the respective executive authorities of the Parties]~~ a Board comprised of two (2) Police Chiefs, two (2) Sheriffs, and one (1) chairperson, who may be either a Police Chief or Sheriff. Board members shall serve a term of two years and may serve no more than two consecutive terms. Initial Board members shall be elected by the Members Entities by nomination and ballot, and thereafter shall be elected by the Member Entities according to the bylaws adopted by the Board.

4.2 **Powers of the Board:** The Board shall have the power to:

(a) Adopt bylaws governing operation of the board.

(b) Act as the representative of the Member Entities as a whole before Legislative and Executive bodies.

(c) Review and amend the Model SOPs and authorize Member Entities to adopt SOPs that are more stringent than the Model SOPs

(d) Approve the addition of new parties to the agreement according to the terms of Section 7.

(e) In its sole discretion, remove Member Entities, but only where the Board specifically adopts a written finding that the Member Entity cannot meet the terms of the Agreement or the Model SOPs. In the event the Board votes to remove a Member Entity, it shall cause the Agreement to be amended consistent with the terms of Section 7 of the Agreement and with the provisions of KRS 65.242. Any Member Entity removed by the Board shall be ineligible for membership in the agreement for a period of one year following the removal.

(f) To create and disseminate an official map of the shared jurisdiction of the Agreement.

5.0 **Funding:** This Agreement does not provide for funding. Unless otherwise agreed in writing, each Member Entity shall be responsible for the respective financial costs, including salaries, wages, expenses and benefits to or on behalf of any of its personnel, associated with any undertakings of its Member Officers, regardless of the jurisdiction in which they perform their duties. Nothing in this Agreement shall be construed to create an employer-employee relationship between a hosting Member Entity and another Member Entity's Member Officer.

6.0 **Ownership of Seized and Forfeited Assets:** It is the intent of the Parties to share equitably in the ownership of assets forfeited in the course of any law enforcement activity undertaken pursuant to this Agreement. In the event that an officer of one Member Entity seizes property within the jurisdictional boundaries of another Member Entity, the respective Chiefs of Police and/or Sheriffs of each

member entity shall, on a case by case basis, mutually agree upon an equitable distribution of the forfeited assets. In the event said Chiefs of Police and Sheriffs cannot agree, the assets shall be distributed equally between the Member Entities involved in the law enforcement activity.

6.1 **Custody:** Custody of evidence and assets seized in a joint law enforcement activity shall be handled in accordance with the case agency's policies.

7.0 **Addition or Removal of [New] Parties:** ~~New parties may join this Agreement, provided all parties existing at the time of the proposed addition agree in writing to the addition of the party. An amendment to this Agreement shall not be necessary to add new parties, so long as the terms of the Agreement are not otherwise changed. However, the newly added party shall be responsible for complying with all filing requirements required by the Interlocal Cooperation Act, KRS 65.210 to 65.300. Parties may be added to or removed from this Agreement by amendment, consistent with the terms of KRS 65.242. The addition of new parties or the removal of existing parties shall not require action by the legislative bodies of the existing parties to the Agreement. The legislative body of any public agency being added as a new party shall approve the Agreement.~~

8.0 **Effective Date:** This Agreement shall be effective the first full day following completion of all requirements contained in the Interlocal Cooperation Act, KRS 65.210 to 65.300.

9.0 **Duration:** This Agreement shall remain in effect ~~in perpetuity~~ for a period of ten years following its effective date and shall automatically renew for successive ten year periods, unless or until terminated according to the provisions of the Agreement.

10.0 **Termination and Withdrawal:** Any party may withdraw from this Agreement upon not less than 30 days' notice to ~~[all other parties]~~ the Board.

10.1 **Notice:** Withdrawal shall be accomplished by delivering notice via regular first-class mail, postage pre-paid to the ~~[Mayor of every city that is a party; the Judge/Executive and Sheriff of every county that is a party; and the President of every University that is a party.]~~ Chairperson of the Board.

10.2 **Agreement to Remain in Force for Non-Withdrawing Parties:**

In the event that one or more parties withdraw from the Agreement, such that at least other two parties remain bound thereunder, such withdrawal shall not affect the force and validity of the Agreement between the remaining parties.

10.3 **Termination:** In the event less than two parties remain after the withdrawal of other parties, the Agreement shall be deemed terminated.

10.4 Any withdrawal shall be treated as an amendment requiring adherence to the provisions of KRS 65.242.

11.0 **Disposition of Assets Upon Termination:** Since this Agreement does not contemplate mutual holding of assets, there are no assets to dispose of upon termination.

12.0 **Standard Contract Provisions:**

12.1 **Governing law:** This Agreement shall be interpreted, construed and governed by Kentucky law.

12.2 **Severability:** In the event that any one or more of the provisions of this Agreement, or any part of a provision shall be judicially determined

to be contrary to law or otherwise invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and such provision or part of a provision shall be reformed, interpreted, and construed as if such provision or a part of a provision had never been included in this Agreement.

12.3 **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties in regard to the subject matter thereof; and it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

12.4 **Execution and Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

12.5 **Amendment:** Except as authorized in Sections 7 and 10, [F]this Agreement may not be amended by any means other than a written agreement signed by all Parties.


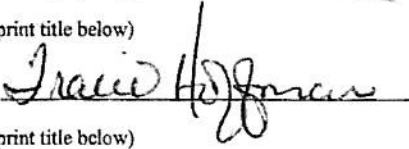
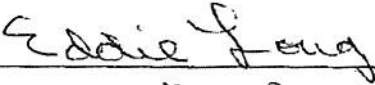


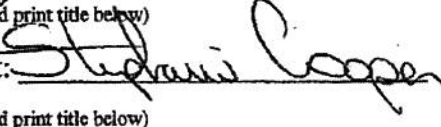
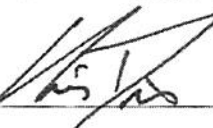
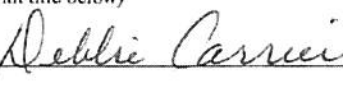
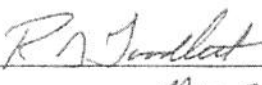
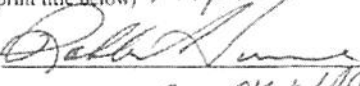
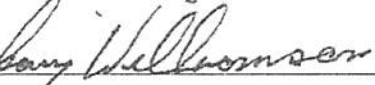
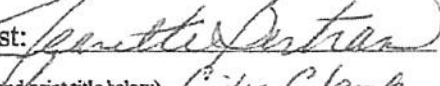
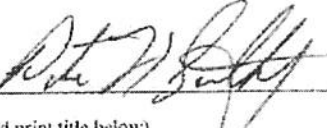
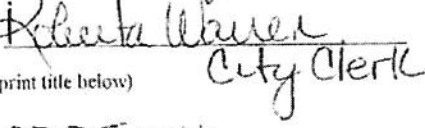
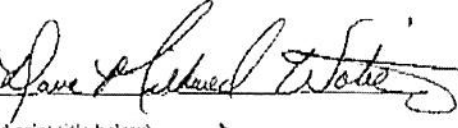
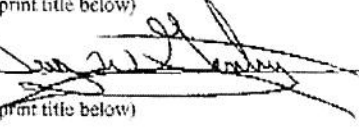
12.6 **Captions and Headings:** Captions and headings of the paragraphs and sub-paragraphs of this Agreement have been inserted for the convenience of reference only, and in no way shall affect the interpretation of any of the terms and provisions of the this Agreement.

12.7 **Execution by Less Than All Parties:** Execution by each and every one of the parties listed below as signatories shall not be a prerequisite to a valid, binding and effective contract between the executing parties. In the event that two or more, but not necessarily each

and every, of the parties listed below execute this Agreement, the Agreement shall be effective and binding between the parties so executing. Any entity which has not executed the Agreement at the time of filing with the Department for Local Government or the Attorney General for approval may not execute the Agreement after such time. However, such entity may join the Agreement pursuant to the provisions of section 7.0 of the Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement has been signed by the respective executive authorities of the Parties, on the date opposite their respective names, pursuant to the authority granted them by their respective legislative bodies.

<p>CITY OF CLAY CITY</p> <p>By: <u><i>James D. Caswell</i></u> <small>(Sign and print title below)</small> MAYOR</p> <p>Attest: <u><i>Stacey Curtis</i></u> <small>(Sign and print title below)</small> City Clerk</p> <p>Date: <u>8-30-16</u></p>	<p>CITY OF CYNTHIANA</p> <p>By: <u><i>James D. Smith</i></u> <small>(Sign and print title below)</small> Mayor</p> <p>Attest: <u><i>Gamie Hutchison</i></u> <small>(Sign and print title below)</small> City Clerk City of Cynthiaana</p> <p>Date: <u>8/16/2016</u></p>
<p>CITY OF DANVILLE</p> <p>By: <u><i>D. J. [Signature]</i></u> <small>(Sign and print title below)</small></p> <p>Attest: <u><i>D. [Signature]</i></u> <small>(Sign and print title below)</small></p> <p>Date: <u>9/3/16</u></p>	<p>CITY OF FRANKFORT</p> <p>By: <u><i>William D. [Signature]</i></u> <small>(Sign and print title below)</small> Mayor</p> <p>Attest: <u><i>Cheremie [Signature]</i></u> <small>(Sign and print title below)</small> City Clerk</p> <p>Date: <u>8-22-16</u></p>

<p>CITY OF GEORGETOWN</p> <p>By: <u></u> (Sign and print title below)</p> <p>Attest: <u></u> (Sign and print title below)</p> <p>Date: <u>7-12-16</u></p>	<p>CITY OF HARRODSBURG</p> <p>By: <u></u> (Sign and print title below) Mayor</p> <p>Attest: <u></u> (Sign and print title below) City Clerk</p> <p>Date: <u>7/25/16</u></p>
<p>CITY OF LAGRANGE</p> <p>By: <u></u> (Sign and print title below)</p> <p>Attest: <u></u> (Sign and print title below)</p> <p>Date: <u>8-1-2016</u></p>	<p>CITY OF LANCASTER</p> <p>By: <u></u> (Sign and print title below)</p> <p>Attest: <u></u> (Sign and print title below) City Clerk</p> <p>Date: <u>8-2-16</u></p>
<p>CITY OF LAWRENCEBURG</p> <p>By: <u></u> (Sign and print title below) Mayor</p> <p>Attest: <u></u> (Sign and print title below) City Clerk/Administrator</p> <p>Date: <u>10/13/16</u></p>	<p>CITY OF MT. STERLING</p> <p>By: <u></u> (Sign and print title below)</p> <p>Attest: <u></u> (Sign and print title below) City Clerk</p> <p>Date: <u>8/16/16</u></p>
<p>CITY OF NICHOLASVILLE</p> <p>By: <u></u> (Sign and print title below)</p> <p>Attest: <u></u> (Sign and print title below) City Clerk</p> <p>Date: <u>07252016</u></p>	<p>CITY OF OWENTON</p> <p>By: <u></u> (Sign and print title below)</p> <p>Attest: <u></u> (Sign and print title below)</p> <p>Date: <u>08-12-2016</u></p>

<p>CITY OF PARIS</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> MAYOR</p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small> CHIEF</p> <p>Date: <u>8/11/16</u></p>	<p>CITY OF STAMPING GROUND</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small></p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small></p> <p>Date: <u>August 9 2016</u></p>
<p>CITY OF STANTON</p> <p>By: <u>[Signature]</u> <u>DALE ALLEN</u> <small>(Sign and print title below)</small></p> <p>Attest: <u>[Signature]</u> <u>Meara Koontz</u> <small>(Sign and print title below)</small></p> <p>Date: <u>9/9/2016</u></p>	<p>CITY OF VERSAILLES</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> Mayor</p> <p>Attest: <u>[Signature]</u> <u>Allison B. White</u> <small>(Sign and print title below)</small></p> <p>Date: <u>8/22/16</u></p>
<p>CITY OF WILMORE</p> <p>By: <u>[Signature]</u> <u>David L. Lawrence</u> <small>(Sign and print title below)</small></p> <p>Attest: <u>[Signature]</u> <u>Sharon Moore</u> <small>(Sign and print title below)</small></p> <p>Date: <u>8-1-16</u></p>	<p>CITY OF WINCHESTER</p> <p>By: <u>[Signature]</u> <u>Edallen York Burtner, Mayor</u> <small>(Sign and print title below)</small></p> <p>Attest: <u>[Signature]</u> <u>Marilyn Rowe, City Clerk</u> <small>(Sign and print title below)</small></p> <p>Date: <u>July 19, 2016</u></p>
<p>COUNTY OF ANDERSON</p> <p>By: <u>[Signature]</u> <u>County Executive</u> <small>(Sign and print title below)</small></p> <p>Attest: _____ <small>(Sign and print title below)</small></p> <p>Date: <u>8-2-16</u></p>	<p>ANDERSON COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> <u>SHERIFF</u> <small>(Sign and print title below)</small> <u>Troy L. Hicks</u></p> <p>Attest: <u>[Signature]</u> <u>Bonnie J. Lewis</u> <small>(Sign and print title below)</small></p> <p>Date: <u>8/2/16</u></p>

<p>Resolution Nos 08-11-16-01 COUNTY OF BOURBON COUNTY JUDGE EXECUTIVE</p> <p>By: <u>Michael R. Williams</u> MICHAEL R. WILLIAMS (Sign and print title below)</p> <p>Attest: <u>Michelle Thornsburg</u> Michelle Thornsburg, Fiscal Court (Sign and print title below) Clerk</p> <p>Date: <u>8-11-16</u></p>	<p>BOURBON COUNTY SHERIFF</p> <p>By: <u>Mark C Matthews</u> (Sign and print title below) MARK C MATTHEWS</p> <p>Attest: <u>Michelle Thornsburg</u> Michelle Thornsburg, Fiscal Court (Sign and print title below) Clerk</p> <p>Date: <u>8/11/16</u></p>
<p>COUNTY OF BOYLE</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>Trille L. Bottom</u> (Sign and print title below)</p> <p>Date: <u>8/23/2016</u></p>	<p>BOYLE COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>Trille L. Bottom</u> (Sign and print title below)</p> <p>Date: <u>8/30/16</u></p>
<p>COUNTY OF BRECKINRIDGE</p> <p>By: _____ (Sign and print title below)</p> <p>Attest: _____ (Sign and print title below)</p> <p>Date: _____</p>	<p>BRECKINRIDGE COUNTY SHERIFF</p> <p>By: _____ (Sign and print title below)</p> <p>Attest: _____ (Sign and print title below)</p> <p>Date: _____</p>
<p>COUNTY OF CARROLL</p> <p>By: <u>Bobby Lee Westrick</u> (Sign and print title below)</p> <p>Attest: <u>Bobby Lee Westrick</u> COUNTY Judge Exec (Sign and print title below)</p> <p>Date: <u>SEPT 27-2016</u></p>	<p>CARROLL COUNTY SHERIFF</p> <p>By: <u>Jamie Kinman</u> (Sign and print title below)</p> <p>Attest: <u>Jamie Kinman</u> (Sign and print title below)</p> <p>Date: <u>8-24-16</u></p>

<p>COUNTY OF CLARK</p> <p>By: <u>Henry Bramham</u> (Sign and print title below) <u>Judge/Executive</u></p> <p>Attest: <u>Michelle Turner</u> (Sign and print title below) <u>County Clerk</u></p> <p>Date: <u>July 13, 2014</u></p>	<p>CLARK COUNTY SHERIFF</p> <p>By: <u>Burl [Signature]</u> (Sign and print title below) <u>Sheriff</u></p> <p>Attest: <u>Michelle Turner</u> (Sign and print title below) <u>County Clerk</u></p> <p>Date: <u>July 13, 2014</u></p>
<p>COUNTY OF FRANKLIN</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>County Judge/Executive</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Fiscal Court Clerk</u></p> <p>Date: <u>Aug 9, 2016</u></p>	<p>FRANKLIN COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: _____ (Sign and print title below)</p> <p>Date: <u>Aug 9, 2016</u></p>
<p>COUNTY OF GALLATIN</p> <p>By: <u>Lae McFarland</u> (Sign and print title below) <u>JUDGE-EXEC</u></p> <p>Attest: <u>Marinda Welton</u> <u>notary public</u> (Sign and print title below)</p> <p>Date: <u>10/13/2016</u></p>	<p>GALLATIN COUNTY SHERIFF</p> <p>By: <u>SHERIFF</u> <u>Josh Neale</u> (Sign and print title below)</p> <p>Attest: <u>Linda Syemer</u> (Sign and print title below) <u>NOTARY</u> <u>4-16-20</u></p> <p>Date: <u>10/13/16</u></p>
<p>COUNTY OF GARRARD</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>Judge-Executive</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Administrator</u></p> <p>Date: <u>7/7/16</u></p>	<p>GARRARD COUNTY SHERIFF</p> <p>By: <u>Jim C. Davis</u> (Sign and print title below) <u>Sheriff</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Administrator</u></p> <p>Date: <u>07/07/16</u></p>

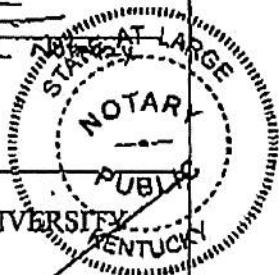
<p>COUNTY OF GRANT</p> <p>By: <u>Stephen Wood</u> <small>(Sign and print title below)</small> STEPHEN WOOD, JUDGE-EXEC</p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small> notary</p> <p>Date: <u>08-15-16</u></p>	<p>GRANT COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> CHUCK DILLS, SHERIFF</p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small> notary</p> <p>Date: <u>08-15-16</u></p>
<p>COUNTY OF JESSAMINE</p> <p>By: _____ <small>(Sign and print title below)</small></p> <p>Attest: _____ <small>(Sign and print title below)</small></p> <p>Date: _____</p>	<p>JESSAMINE COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> SHERIFF</p> <p>Attest: <u>David K West</u> <small>(Sign and print title below)</small> Co. Judge Ex.</p> <p>Date: <u>8/16/16</u></p>
<p>COUNTY OF HARDIN</p> <p>By: _____ <small>(Sign and print title below)</small></p> <p>Attest: _____ <small>(Sign and print title below)</small></p> <p>Date: _____</p>	<p>HARDIN COUNTY SHERIFF</p> <p>By: _____ <small>(Sign and print title below)</small></p> <p>Attest: _____ <small>(Sign and print title below)</small></p> <p>Date: _____</p>
<p>COUNTY OF HARRISON</p> <p>By: <u>Alex Jantz</u> <small>(Sign and print title below)</small> JUDGE EXEC</p> <p>Attest: <u>Sinda B. Jurney</u> <small>(Sign and print title below)</small></p> <p>Date: <u>8-23-16</u></p>	<p>HARRISON COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> SHERIFF</p> <p>Attest: <u>Melody McClure</u> <small>(Sign and print title below)</small></p> <p>Date: <u>8/23/16</u></p>

<p>COUNTY OF HART</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>Judge - Clerk</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below)</p> <p>Date: <u>7/14/16</u></p>	<p>HART COUNTY SHERIFF</p> <p>By: <u>Boston Densley</u> (Sign and print title below) <u>Sheriff</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Office Deputy</u></p> <p>Date: <u>7-14-16</u></p>
<p>COUNTY OF HENRY</p> <p>By: <u>[Signature]</u> / <u>[Signature]</u> (Sign and print title below) <u>HC Judge/Exec</u></p> <p>Attest: <u>[Signature]</u> / <u>[Signature]</u> (Sign and print title below) <u>HC Treasurer</u></p> <p>Date: <u>9-20-16</u></p>	<p>HENRY COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>SHERIFF</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Office Manager</u></p> <p>Date: <u>9/26/16</u></p>
<p>COUNTY OF MARION</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>David R. Doolittle County Judge Exec</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Chad G. Mattingly, Clerk</u></p> <p>Date: <u>9-1-16</u></p>	<p>MARION COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>MARION COUNTY SHERIFF</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Chad G. Mattingly, Clerk</u></p> <p>Date: <u>09-01-16</u></p>
<p>COUNTY OF MASON</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>Mason Co Judge Exec</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Stephanie G. Schumacher, Mason Co Clerk</u></p> <p>Date: <u>8/26/16</u></p>	<p>MASON COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below) <u>Patrick Boggs Mason Co. Sheriff</u></p> <p>Attest: <u>[Signature]</u> (Sign and print title below) <u>Stephanie G. Schumacher Mason Co. Clerk</u></p> <p>Date: <u>8/26/16</u></p>

<p>COUNTY OF MENIFEE</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>Christine Johnson</u> (Sign and print title below)</p> <p>Date: <u>8-30-16</u></p>	<p>MENIFEE COUNTY SHERIFF</p> <p>By: <u>Toby Wells</u> Sheriff (Sign and print title below)</p> <p>Attest: <u>Melinda Melius</u> Office Manager (Sign and print title below)</p> <p>Date: <u>8-29-16</u></p>
<p>COUNTY OF MERCER</p> <p>By: <u>W. Raymond Dodson</u> County Judge/Exec. (Sign and print title below)</p> <p>Attest: <u>Nissa Ellis</u> Fiscal Court Clerk (Sign and print title below)</p> <p>Date: <u>7/12/16</u></p>	<p>MERCER COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>Shari FF Mercer Co</u> (Sign and print title below)</p> <p>Date: <u>07-13-16</u></p>
<p>COUNTY OF MONTGOMERY</p> <p>By: <u>[Signature]</u> County Judge EXEC (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> County Clerk (Sign and print title below)</p> <p>Date: <u>8-16-16</u></p>	<p>MONTGOMERY COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> Sheriff (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> Sergeant (Sign and print title below)</p> <p>Date: <u>8-9-16</u></p>
<p>COUNTY OF OLDHAM</p> <p>By: <u>David Voegle</u> David Voegle Judge-Exec (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> to signature: Sheila Fair (Sign and print title below)</p> <p>Date: <u>8-28-2016</u></p>	<p>OLDHAM COUNTY SHERIFF AND OLDHAM COUNTY POLICE</p> <p>By: <u>[Signature]</u> Greg Smith Chief of Police (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> to signature: Sheila Fair (Sign and print title below)</p> <p>Date: <u>8-28-2016</u></p>

<p>COUNTY OF OWEN</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> (Sign and print title below)</p> <p>Date: <u>9-3-16</u></p>	<p>OWEN COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> (Sign and print title below)</p> <p>Date: <u>9-3-16</u></p>
<p>COUNTY OF POWELL</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>County Judge</u> (Sign and print title below)</p> <p>Date: <u>9-6-16</u></p>	<p>POWELL COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>Sheriff</u> (Sign and print title below)</p> <p>Date: <u>9-6-2016</u></p>
<p>COUNTY OF ROWAN</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> <u>Rowan Co Treasurer</u> (Sign and print title below)</p> <p>Date: <u>8/16/16</u></p>	<p>ROWAN COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> <u>[Signature]</u> (Sign and print title below)</p> <p>Date: <u>08/16/2016</u></p>
<p>COUNTY OF SCOTT</p> <p>By: <u>[Signature]</u> <u>Judge/Executive</u> (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> <u>Hamilton</u> <u>Executive Secretary</u> (Sign and print title below)</p> <p>Date: <u>8-12-16</u></p>	<p>SCOTT COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> (Sign and print title below)</p> <p>Attest: <u>[Signature]</u> <u>Sally Tucker</u> <u>EXECUTIVE ASSISTANT</u> (Sign and print title below)</p> <p>Date: <u>8-19-16</u></p>

<p>COUNTY OF WASHINGTON</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> <u>Washington County Judge Executive</u></p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small></p> <p>Date: <u>8-26-16</u></p>	<p>WASHINGTON COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small></p> <p>Attest: _____ <small>(Sign and print title below)</small></p> <p>Date: <u>8-26-16</u></p>
<p>COUNTY OF WOODFORD</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> <u>Judge Executive</u></p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small> <u>Fiscal Court Clerk</u></p> <p>Date: <u>08-12-2016</u></p>	<p>WOODFORD COUNTY SHERIFF</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small></p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small> <u>JOE CARTER Notary Public</u></p> <p>Date: <u>08-16-2016</u></p>
<p>UNIVERSITY OF KENTUCKY</p> <p>By: <u>[Signature]</u> <small>(Sign and print title below)</small> <u>ERIC HOPDAY</u></p> <p>Attest: <u>[Signature]</u> <small>(Sign and print title below)</small></p> <p>Date: <u>08/19/16</u></p>	<p>MOREHEAD STATE UNIVERSITY KENTUCKY</p> <p>By: _____ <small>(Sign and print title below)</small></p> <p>Attest: _____ <small>(Sign and print title below)</small></p> <p>Date: _____</p>



<p>APPROVED PURSUANT TO K.R.S. 65.260</p> <p>_____ Hon. Andy Beshear Kentucky Attorney General</p>	<p>THIS INSTRUMENT PREPARED BY:</p> <p><u>[Signature]</u> Andrew Hartley Georgetown City Attorney 100 North Court Street Georgetown, KY 40324 (502) 863-9800</p>
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COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

ANDY BESHEAR
ATTORNEY GENERAL

CAPITOL BUILDING, SUITE 118
700 CAPITOL AVENUE
FRANKFORT, KENTUCKY 40601
(502) 696-5300
FAX: (502) 564-2894

December 14, 2016

Hon. Andrew Hartley
Georgetown City Attorney
100 North Court Street
Georgetown, Kentucky 40324

Re: 2016 Amendment of Inter-local Agreement Creating A Bluegrass And Central
Kentucky Unified Police Protection System (BACKUPPS).

Dear Andrew:

This office has reviewed the above-referenced Amendment and determined, pursuant to
KRS 65.260 (2), that the Agreement as amended in 2016 is in the proper form and
compatible with the laws of the Commonwealth.

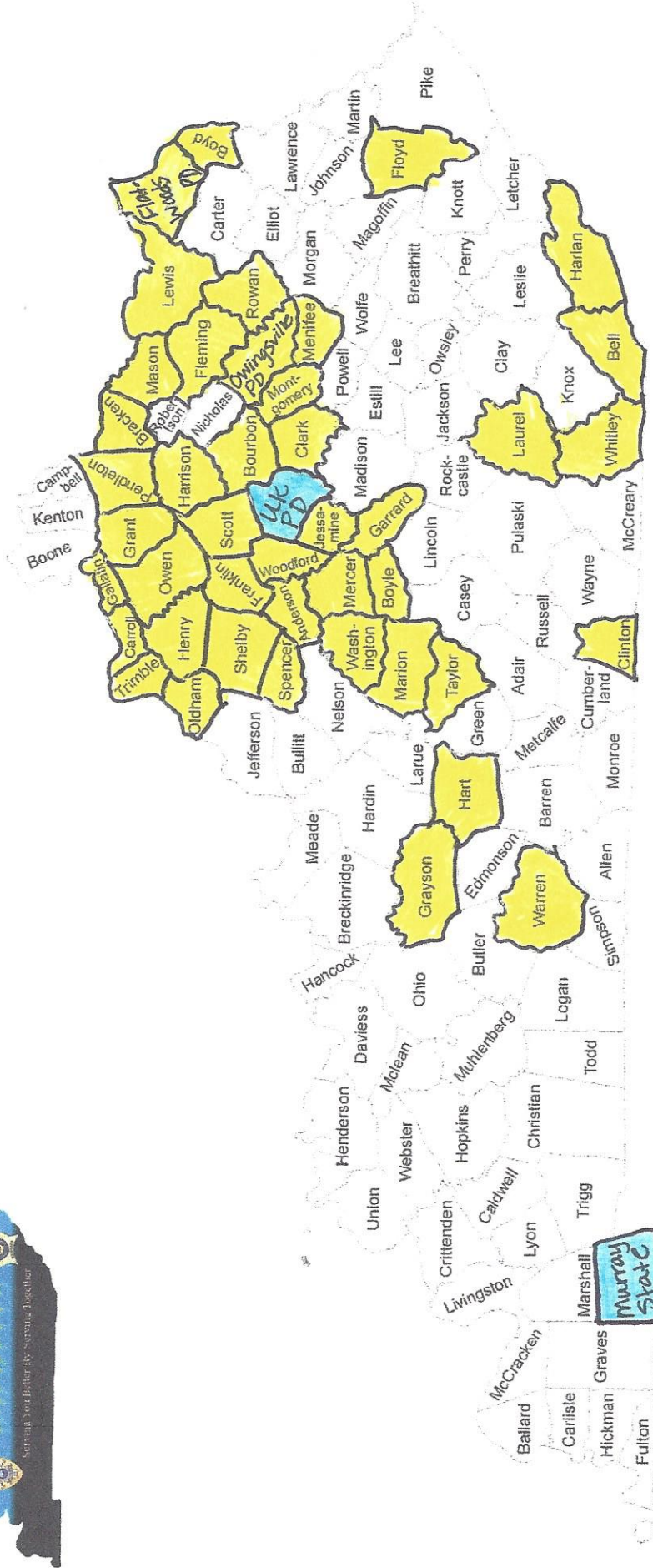
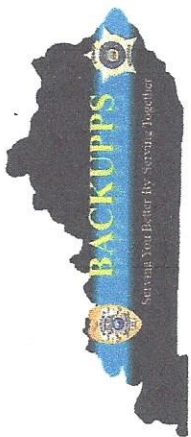
We wish the parties every success in maintaining the Bluegrass and Central Kentucky
Unified Police Protection System to combat criminal activity and to protect the citizens
of the Bluegrass and Central Kentucky.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Beshear", with a long horizontal flourish extending to the right.

Andy Beshear
Attorney General

BACKUPPS Agencies



Augusta Police Department	Carroll County Sheriff	Mason County Sheriff	Woodford County Sheriff
Clay City Police Department	Clark County Sheriff	Menifee County Sheriff	
Cynthiana Police Department	Clinton County Sheriff	Mercer County Sheriff	
Danville Police Department	Fleming County Sheriff	Montgomery County Sheriff	
Flatwoods Police Department	Floyd County Sheriff	Oldham County Sheriff	
Flemingsburg Police Department	Franklin County Sheriff	Owen County Sheriff	
Frankfort Police Department	Gallatin County Sheriff	Pendleton County Sheriff	
Georgetown Police Department	Garrard County Sheriff	Powell County Sheriff	
Harrodsburg Police Department	Grant County Sheriff	Rowan County Sheriff	
LaGrange Police Department	Grayson County Sheriff	Scott County Sheriff	
Lancaster Police Department	Harlan County Sheriff	Shelby County Sheriff	
Lawrenceburg Police Department	Harrison County Sheriff	Spencer County Sheriff	
Maysville Police Department	Hart County Sheriff	Taylor County Sheriff	
Mt. Sterling Police Department	Henry County Sheriff	Trimble County Sheriff	
Nicholasville Police Department	Jessamine County Sheriff	Warren County Sheriff	
Owenton Police Department	Laurel County Sheriff	Washington County Sheriff	
Owingsville Police Department	Lewis County Sheriff	Whitley County Sheriff	
Paris Police Department	Marion County Sheriff	Woodford County Sheriff	

*As of 1/31/18

Augusta Police Department
Clay City Police Department
Cynthiana Police Department
Danville Police Department
Flatwoods Police Department
Flemingsburg Police Department
Frankfort Police Department
Garrard County Police Department
Georgetown Police Department
Harrodsburg Police Department
LaGrange Police Department
Lancaster Police Department
Lawrenceburg Police Department
Maysville Police Department
Mt. Sterling Police Department
Nicholasville Police Department
Owenton Police Department
Owingsville Police Department
Paris Police Department
Sadieville Police Department
Stamping Ground Police Department
Stanton Police Department
Versailles Police Department
Wilmore Police Department
Winchester Police Department

Murray State University Police Department
University of Kentucky Police Department

Anderson County Sheriff
Bell County Sheriff
Bourbon County Sheriff
Boyd County Sheriff
Boyle County Sheriff
Bracken County Sheriff
Carroll County Sheriff
Clark County Sheriff
Clinton County Sheriff
Fleming County Sheriff
Floyd County Sheriff
Franklin County Sheriff
Gallatin County Sheriff
Garrard County Sheriff
Grant County Sheriff
Grayson County Sheriff
Harlan County Sheriff
Harrison County Sheriff
Hart County Sheriff
Henry County Sheriff
Jessamine County Sheriff
Laurel County Sheriff
Lewis County Sheriff
Marion County Sheriff
Mason County Sheriff
Menifee County Sheriff
Mercer County Sheriff
Montgomery County Sheriff
Oldham County Sheriff
Owen County Sheriff
Pendleton County Sheriff
Powell County Sheriff
Rowan County Sheriff

Scott County Sheriff
Shelby County Sheriff
Spencer County Sheriff
Taylor County Sheriff
Trimble County Sheriff
Warren County Sheriff
Washington County Sheriff
Whitley County Sheriff
Woodford County Sheriff

**APPROVE REVISION TO THE
MOREHEAD STATE UNIVERSITY
POLICE DEPARTMENT
STANDARD OPERATING PROCEDURES MANUAL**

**BOR (VI-B-7)
September 6, 2018**

Recommendation:

That the Board approve revision to the Morehead State University Police Department (MSUPD) Standard Operation Procedures (SOP) Manual.

The change/update included in this revision of the MSUPD SOP:

CHAPTER 69: BACKUPPS (Model Policy approved by BACKUPPS Board)

Background:

The Morehead State University Police Departments Standard Operating Procedures Manual (MSUPD SOP) was first approved and published in 1980 as the Public Safety Policy Manual. Since that time, there have been several revisions brought before and approved by the Board. It is customary to update the manual as needed which may include changes to KRS; as equipment, trainings, and accreditation standards are revised; and to address minor housekeeping updates related to University procedures and processes. The Emergency Operations Plan contact list is routinely updated as personnel changes occur.

The Board has received a copy of the complete MSUPD SOP for review.

MSUPD Standard Operating Procedures

for

Participation in the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS)

Effective September, 2018

1. Purpose

The purpose of this SOP is to provide policies and procedures for law enforcement officers employed by Morehead State University Police Department of the Interlocal Agreement (“the Agreement”) creating the Bluegrass and Central Kentucky Unified Police Protection System (BACKUPPS) as required in paragraph 3.5 of the Agreement.

2. General

- a) The policies and procedures contained herein are **mandatory** for all law enforcement officers employed by a jurisdiction participating in the Agreement, unless that jurisdiction obtains the approval of the BACKUPPS administrative Board to use a different SOP. Failure to follow these policies may result in disciplinary action. However, in no event shall failure to follow these policies affect the authority of an officer to exercise the rights, responsibilities, powers and immunities granted to him or her under the terms of the Agreement, including but not limited to the right to enter the jurisdiction of another member entity and to exercise the powers of arrest therein.
- b) Upon agreement of the chief law enforcement officers of the host and visiting Member Entities, any of the policies and procedures may be waived on a case by case basis.

3. Definitions

- a) The definitions contained the Agreement are incorporated as though set forth herein.
- b) “Incidental enforcement action” means action of a law enforcement officer that is unrelated to the officer’s reason for entry into a host jurisdiction. Generally, only felonies or misdemeanors witnessed by a police officer while visiting a host jurisdiction require incidental enforcement action. This includes action taken by an officer who resides in the host jurisdiction.
- c) “Intended enforcement action” means action of a law enforcement officer that is directly related to the officer’s reason for entry into a host jurisdiction. Investigations, undercover operations, and criminal interdictions are examples of direct enforcement actions.
- d) “Host jurisdiction” means the jurisdiction, other than an officer’s home jurisdiction, in which an officer is performing law enforcement activities. If an officer is performing law enforcement activities in a county, but not within the corporate limits of a city, the county shall be the host jurisdiction. If an officer is performing law enforcement activities in the corporate limits of a city, the city shall be the host jurisdiction.

4. Policy

- a) An officer shall not take incidental enforcement action unless he or she directly witnesses a risk to public safety or a risk of substantial injury to a person, or unless requested by the host jurisdiction to provide such action or assistance.
- b) Officers shall not perform routine traffic details (for example, radar checks and seatbelt and DUI checkpoints) in a host jurisdiction unless the chief law enforcement officer of the host jurisdiction requests such action.
- c) Officers shall coordinate intended enforcement action with the appropriate law enforcement agency(ies) of the host jurisdiction.
- d) Complaints of misconduct of an officer who performs law enforcement action in a host jurisdiction shall be directed to the officer's home jurisdiction for investigation. Officers in the host jurisdiction where the complaint occurred shall fully cooperate with the investigation.

5. Notice

- When Notice Shall be Provided

- ▲ Whenever an officer, acting under the authority of the Agreement, enters a host jurisdiction for the purpose of performing an intended enforcement action, such officer shall, to the extent feasible, provide the host jurisdiction with notice within a reasonable time prior to entry. The officer shall provide the host jurisdiction with information sufficient to enable the host jurisdiction to provide assistance to the officer.
- ▲ In the event it is not feasible for an officer performing an intended enforcement action to provide notice to the host jurisdiction prior to entry, the officer shall provide such notice as soon as practical after entry.
- ▲ Officers performing undercover operations shall, in all circumstances, contact the host jurisdictions on duty supervisor immediately prior to entry.
- ▲ Whenever an officer, acting under the authority of the Agreement, has need to take incidental enforcement action within a host jurisdiction, such officer shall, to the extent feasible, provide the host jurisdiction with notice prior to initiating the action. The officer shall provide the host jurisdiction with information sufficient to enable the host jurisdiction to provide assistance to the officer.
- ▲ In the event it is not feasible for an officer performing an incidental enforcement action to provide notice to the host jurisdiction prior to initiating the action, the officer shall provide such notice as soon as practical after taking action.

- How Notice is Accomplished

- ▲ Notice to a host jurisdiction shall be accomplished through dispatch or by direct communication with the host jurisdiction. Under emergency circumstances, an officer may request his or her own dispatch to provide notice to the host jurisdiction.

6. Jurisdiction and Custody

In all enforcement actions performed within a host jurisdiction, the circumstances of the case and the discretion of the officers and prosecutors involved shall determine which Member Entity has jurisdiction over a case and/or custody of persons under arrest, evidence and seized property.

7. Command and Rank Structure

An officer performing law enforcement action in a host jurisdiction shall remain under the rank structure and operating policies of his or her own agency. However, the on-scene supervising officer of the host jurisdiction shall be in command. Officers performing law enforcement actions in a host jurisdiction shall be respectful of the officers of the host jurisdiction, regardless of rank.

Recommendation:

That the Board of Regents:

- 1) confirm the appointment of members of the Board of Directors of Friends of the Kentucky Folk Art Center, Inc. (FKFAC) as identified herein; and
- 2) approve the timing of the annual FKFAC Board of Directors meeting.

Background:

On August 19, 2018, the Friends of the Kentucky Folk Art Center, Inc. Board of Directors met to nominate individuals to the Morehead State University Board of Regents for their consideration and confirmation of service. It is specifically noted that fourteen individuals were nominated by the 'Friends,' however several of the nominees have already served the allowable three consecutive terms as a director (per the Bylaws of the affiliated corporation) and thus have terms ending as of 2018.

In an effort to preserve a sense of continuity and maintain compliance with the Bylaws of the Friends of the Kentucky Folk Art Center, Inc., as well as the Memorandum of Understanding between the Friends and MSU, the following individuals are being recommended by the University President to serve the noted term(s):

Susan Zepeda	Term: September 6, 2018 – December 31, 2019
Jackie Hamilton	Term: September 6, 2018 – December 31, 2019
Larry Poe	Term: September 6, 2018 – December 31, 2020
Allan Weiss	Term: September 6, 2018 – December 31, 2020
Dan Click	Term: September 6, 2018 – December 31, 2018 (and) January 1, 2019 - December 31, 2021
James Shaw	Term: MSU Designee as provide for in the Bylaws

Short biographies of the proposed directors are attached.

It is further recommended that the above named individuals, pending Morehead State University Board of Regent confirmation, meet during the month of September 2018 to hold their annual meeting to elect officers, as noted within the Bylaws. For the purposes of the "call" of the annual meeting, it is recommended that Vice President James Shaw work with current Board Secretary Susan Zepeda to arrange for a suitable date.

To run parallel to good public governance, each individual recommended above will be asked to sign a conflict of interest statement at the September 2018 annual meeting.

Brief Biographies:

Dr. Susan G. Zepeda is a consultant on strategic philanthropy and former President and CEO of the Foundation for a Healthy Kentucky, which she led from 2005 to 2016. Prior to joining the foundation, she served as the first CEO of The HealthCare Foundation for Orange County (CA). She has served on numerous boards throughout her career and has collected Kentucky Folk Art.

James A. Shaw is the vice president for University Advancement at MSU and the CEO of the MSU Foundation. He is the university's designee to the FKFAC Board of Directors.

Dan Click is the owner of the Grayson Gallery and Art Center in Grayson, KY. He is extraordinarily active in his community and throughout the region having served as president of the Grayson Area Chamber of Commerce and the Grayson Rotary Club.

Jackie Hamilton is the former Director of the UK Arts in Healthcare Program and a nationally recognized expert in her field. Her relationship with KFAC was established in the mid-2000s when UK Healthcare worked with KFAC to curate a collection of Kentucky folk art for exhibition in the remodeled and expanded Chandler Medical Center.

Larry Poe is a longtime supporter of KFAC and a prominent collector of Kentucky folk art from Maysville, KY. After a career with Emerson, he joined his wife Barbara Boone in real estate and served organizations in the Maysville community. Mr. Poe is a past chair of the FKFAC Board of Directors.

Allan Weiss is a major collector of Kentucky folk art, antiques, and Americana. He has donated works to KFAC's collection and lent works to numerous exhibitions at the museum. He is an attorney and active in cultural activities across the state

**ANNUAL REPORT ON
REAL PROPERTY LEASES**

**BOR (VI-C-1)
September 6, 2018**

Background:

Policies related to Real Property Management approved by the Board of Regents on April 30, 1993, require that all leases be reported annually to the Board. The Lease Report reflects those Lease Agreements in effect on July 1, 2018.

Prepared by: Andrea Fryman

ANNUAL REPORT ON REAL PROPERTY LEASES

LESSOR	LEASE ID	DESCRIPTION	LOCATION	LEASE EXPIRES	ANNUAL RENTAL COST
ACADEMIC SUPPORT					
Ashland Community & Technical College (ACTC)	MOA	MSU at Ashland Classroom/Office Space	College Drive, Ashland	6/30/2019	\$ 62,136.00
CommUNITY Development	MSU-18	MSU at Mt. Sterling 8,777 sq. ft. Classroom/Office Space (\$9.00/sq. ft.)	Indian Mound Drive, Mt Sterling	6/30/2031	\$ 79,000.00
CommUNITY Development	MSU-18	MSU at Mt. Sterling 9,206 sq. ft. Classroom Space (\$9.00/sq. ft.)	Indian Mound Drive, Mt. Sterling	6/30/2031	\$ 82,854.00
Center for Health Education & Research Building (CHER)	MOA	MSU/SCR/UK	316 West 2 nd Street, Morehead	MOA Beginning 07/02/2010	N/A
Powell County Board of Education	MSU-34	Adult Learning Center 1568 sq. ft. Office, Classroom and Instructional Room	691 Breckinridge Street P.O. Box 430, Stanton	6/30/2024	\$ 10,380.00
Owingsville Baptist Church, Inc.	MSU-49	Bath County Adult Learning Center 1700 sq. ft.	19 Water Street, Owingsville	06/30/2020	\$ 9,000.00
MSU Foundation, Inc.	MSU-054	Launch Pad Business Incubator 5,218 sq. ft. w/8 Parking Spaces. (Cost per term of \$1.00)	149 East Main Street, Morehead	06/30/2020	\$ 1.00
City of Pikeville	License	Office space	773 Hambley Drive, Pikeville	08/07/2019	\$ 1.00

ANNUAL REPORT ON REAL PROPERTY LEASES (continued)

LESSOR	LEASE ID	DESCRIPTION	LOCATION	LEASE EXPIRES	ANNUAL RENTAL COST
AUXILIARY SUPPORT					
KET	MSU A-006	WMKY Transmitter Site and Antenna	2066 Triangle Mt., Morehead	08/31/2026	\$ 3,429.00
LEASE/PURCHASE					
MSU Foundation, Inc.	MSU-16	Former site of Enrollment Services Center Empty Lot – currently used as staging area for ADUC renovation. Later to be used as parking lot.	120 Normal Avenue, Morehead	06/30/2066	\$ 47,000.00
MSU Foundation, Inc.	MSU-7	Adjacent to Sunnybrook Golf Course	Morehead	02/01/2019	\$ 18,927.84
PARKING LOTS					
Dr. Donald Blair	PR 3122	54 Space Gravel Parking Lot	5th Street, Morehead	6/30/2023	\$ 4,225.00
Morehead United Methodist Church Parking Lot (St. Claire Regional Hospital)	MSU-35	50 Space Parking Lot (\$240.00 per space)	227 West Main Street, Morehead	6/30/2023	\$ 12,000.00
BPC, Inc.	MSU-058	87 Space Parking Lot	522 East Main Street, Morehead	6/30/2026	\$11,000.00

ANNUAL REPORT ON REAL PROPERTY LEASES (continued)

LESSOR	LEASE ID	DESCRIPTION	LOCATION	LEASE EXPIRES	ANNUAL RENTAL COST
OTHER					
First Commonwealth Bank of Prestonsburg, KY	MSU-53	Retired Senior Volunteer Program - Flooding Disaster Relief Offices & Conference Room 677 sq. ft.	232 Main Street, Paintsville	6/30/2023	\$ 2,400.00

REPORT ON PERSONAL SERVICE CONTRACTS

**BOR (VI-C-2)
September 6, 2018**

The attached list of personal service contracts represents all such contracts issued with amounts greater than \$10,000 between May 9, 2018 and August 22, 2018.

Prepared by: Andrea Fryman

PERSONAL SERVICE CONTRACTS**May 9, 2018 through August 22, 2018**

Individual/Firm	Contract Description	Contract Beginning Date	Contract Ending Date	Contract Amount	Method of Selection
Dean Dorton Allen Ford, PLLC	Audit Services	7/1/18	6/30/19	\$ 78,000.00	Request for Proposal
VITAC Corporation/Colorado Captioning	Remote captioning services	7/1/18	6/30/19	\$87,000.00	Request for Proposal
The Segal Company	Health and wellness plan consultant	7/1/18	6/30/19	\$132,000.00	Request for Proposal
Sign Language Network of KY	Sign language interpretation	7/1/18	6/30/19	\$25,000.00	Request for Proposal
St. Claire Regional Medical Center	Dental Provider	7/1/18	6/30/19	\$26,310.00	Request for Proposal
Sturgill, Turner, Barker, & Maloney	General Legal Representation	7/1/18	6/30/19	\$15,000.00	Request for Proposal

PERSONAL SERVICE CONTRACTS
May 9, 2018 through August 22, 2018

Individual/Firm	Contract Description	Contract Beginning Date	Contract Ending Date	Contract Amount	Method of Selection
Sturgill, Turner, Barker, & Maloney	Legal Representation for United Educators	7/1/18	6/30/19	\$50,000.00	Request for Proposal
Metis Associates	External evaluator for Noyce Scholarship Grant	7/1/18	6/30/20	\$15,000.00	Sole Source
MMLK Governmental Solutions	Governmental relations	8/1/18	6/30/19	\$59,640.00	Request for Proposal
Maximus Higher Education	F&A Rate Consultant	8/1/18	12/31/19	\$12,500.00	Request for Proposal