

Minutes Requiring Board Approval Friday, April 12, 2019

- November 2, 2018
 Board of Trustees Meeting
- December 12, 2018
 Special Called Meeting
- January 13-14, 2019
 Board of Trustees Operational Retreat
- February 18, 2019
 Special Called Meeting
- March 13, 2019
 Special Called Meeting
- March 25, 2019
 Special Called Meeting
- March 29, 2019
 Special Called Meeting

ECU Board of Trustees November 2, 2018 Mendenhall Student Center

MINUTES

The Board of Trustees met in regular session at Mendenhall Student Center on the East Carolina University campus. Chair Kieran Shanahan called the meeting to order.

Mr. Shanahan called on Trustee Vince Smith to give the invocation.

Mr. Shanahan called on Cadet Brooke Bennett, a Criminal Justice major from Mount Airy, NC and Cadet Micah Holmes, a Nursing major from Greenville, NC to lead the Pledge of Allegiance.

ROLL CALL

Mr. Shanahan called on Secretary Kel Normann to call the roll:

Members Present: Members Absent:

Edwin Clark

Mark Copeland

Deborah Davis

Vern Davenport

Leigh Fanning

Max Joyner, Jr.

Jordan Koonts

Fielding Miller

Kel Normann

Jason Poole

Bob Plybon

Kieran Shanahan

Vince Smith

READING OF ETHICS STATEMENT

In compliance with the State Government Ethics Act, Mr. Shanahan read the conflict of interest statement and asked if anyone had a conflict of interest to disclose. No conflicts were identified.

APPROVAL OF MINUTES

Mr. Shanahan asked for a motion to approve the minutes from both the regular meeting on September 7 and the special called meeting on October 23. Mr. Davenport moved approval of the minutes and Ms. Fanning seconded the motion. The motion was approved with no negative votes.

UNIVERSITY REPORTS

CHANCELLOR'S REPORT

Chancellor Staton gave his remarks to the board. A full text version of the Chancellor's remarks is listed as "Attachment A."

REPORT FROM THE STUDENT GOVERNMENT ASSOCIATION

Mr. Jordan Koonts, President of the Student Government Association, brought an update from the SGA. A full text version of Mr. Koonts' remarks is listed as "Attachment B."

REPORT FROM THE FACULTY SENATE

Dr. Jeff Popke, Chair of the Faculty, brought an update from the Faculty Senate. A full text version of Dr. Popke's remarks is listed as "Attachment C."

REPORT FROM THE STAFF SENATE

Mr. Brooks Person, Chair of Staff Senate, brought an update from the Staff Senate. A full text version of Mr. Persons remarks is listed as "Attachment D."

REPORT FROM THE BOARD OF VISITORS

Ms. Linda Thomas, Chair of the Board of Visitors, brought an update from the Board of Visitors. Ms. Thomas' remarks are listed as "Attachment E."

COMMITTEE REPORTS

Athletics & Advancement Committee

Mr. Edwin Clark gave the report from the Athletics and Advancement Committee. A summary of the report is listed as "Attachment F." There was one item that needed action by the board in open session and other items reserved for closed session.

Mr. Clark moved that Board of Visitors Charter Bylaws be approved as presented in the board materials. Motion seconded and carried with unanimous approval.

Finance & Facilities Committee

Mr. Max Joyner gave the report from the Finance & Facilities Committee. A summary of the report is listed as "Attachment G." There were two motions needing action by the board.

Mr. Joyner moved that the board approve the following as presented in board materials: one permanent utility easement to Greenville Utilities Commission as listed in board materials, two permanent utility easements as listed in board materials, convey a right of way and easement to North Carolina Department of Public Transportation as listed in board materials, lease by acquisition office space at 301 S. Evans St. as listed in board materials. Ms. Davis seconded, no discussion. Approved. These items are listed as "Attachment H" in board materials.

Mr. Joyner moved the board approved the proposed tuition and fee schedule as presented in board materials. Mr. Koonts seconded with no discussion, approved unanimously. A copy of this item is listed as "Attachment I."

Audit Committee

Mr. Kel Normann gave the report on behalf of the Audit Committee. A summary of this report is listed as "Attachment J." There were no action items for the full board.

Health Sciences

Ms. Deborah Davis gave the report from the Health Sciences Committee. A summary of this report is listed as "Attachment K." There were no action items needing attention by the full board.

University Affairs

Mr. Mark Copeland presented the report from the University Affairs committee. A summary of this report is listed as "Attachment L." There were two motions requiring approval by the full board. Mr. Copeland moved the board approve the exception request to the 120 credit hour policy for undergraduate degrees as presented in board materials. The motion was

seconded by Ms. Davis and no discussion. Motion approved by all. This item is listed as "Attachment M."

Mr. Koonts moved that the candidates for degrees as approved by the Chancellor and Faculty Senate be authorized for conferral at the annual winter commencement on Friday, December 14, 2018. Mr. Copeland seconded the motion. Approved unanimously.

CLOSED SESSION

Mr. Koonts then moved that the board go into closed session to prevent the disclosure of confidential personnel information under N.C.G.S. Statues 126-122 and 126-30, to consider the qualifications, competence, performance, character, fitness or conditions of appointment of one or more prospective and/or current employees, and to consult with the attorney and to preserve the attorney-client privilege. The motion was seconded and approved unanimously.

MOTIONS FROM CLOSED SESSION

Upon resumption of open session, Mr. Shanahan called for any motions that were a result of closed session discussions.

Mr. Clark moved that the board approve the three naming proposals as presented in board materials. Ms. Davis seconded and there was no discussion. Motion approved. This item is listed as "Attachment N."

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

Hearing no other business, Mr. Shanahan adjourned the meeting at 11:45 am.

ADJOURN

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Respectfully Submitted,

Megan Ayers
Office of the Assistant Secretary to the Board of Trustees

Remarks from the Student Government Association

- Student fee proposal: thank you to ECU's administration for supporting the student fee proposal recommended by ECU students.
- SGA passed a resolution honoring the Student Success Center and accomplishments over the past 10 years.
- Community clean up: 240 students representing Greek Life meet monthly to clean up the Grid and Uptown areas of City of Greenville.
- Alternative Fall break: Many ECU students spent their fall break in the Alternative Fall Break experience helping those in Hurricane Florence affected areas, joining University Advancement and REDE groups.

Good morning, everyone. I am Jeff Popke, Chair of the Faculty, and I appreciate the opportunity to speak to you. I want to say a few words about the importance of shared governance. But before I do, I want to start by underscoring the essential role of our faculty in some of the successes that you have been hearing about at recent board meetings. You have heard, for example, that faculty are helping our students graduate at the highest rate in ECU's history, and are playing a key role in devising new strategies for growing our enrollments and increase student retention. Our faculty researchers are achieving unprecedented success in securing research grants, and have generated the highest level of research funding that ECU has ever seen. And some of you heard yesterday how faculty mentors are pairing our honors students with community partners to address pressing challenges here in Eastern North Carolina. So, I think it is clear, our faculty have been doing extraordinary work in our classrooms, our labs, in clinical settings, and in the communities that we serve.

But I also want to acknowledge this morning that we are experiencing a time of considerable change, and a bit of uncertainty, and I can tell you forthrightly that overall faculty morale at ECU is as low as I have seen it in my 20 years here. This much was indicated recently by a system-wide employee engagement survey, the results of which suggest that ECU faculty hold more negative opinions about our university than employees elsewhere in the UNC system, especially in areas related to trust, institutional mission, and communication.

In my view, many of the factors contributing to low faculty morale derive from beyond our campus, include deteriorating public attitudes toward higher education, relatively flat faculty salaries, and an increasingly activist state-legislature and Board of Governors. We can now add the uncertainty surrounding leadership change at the UNC System.

It is within this context of a somewhat unsettled external environment that I want to stress the vital importance of safeguarding ECU's longstanding tradition of shared governance.

Now, the concept of shared governance is admittedly a bit nebulous, and it turns out that it is a fairly recent idea in American higher education. For the first 200 years or so, American universities were top-down institutions controlled by powerful college presidents and boards of trustees, and faculty had little say in campus affairs.

Here's how one newspaper put it in 1881: "[the trustee] wishes very much, indeed, that a college could be carried on without professors, and has a vague notion that by some sort of improvement in organization this result may some day be attained" (quoted in Gerber 2014, p. 29).

I hope I am safe in expressing my gratitude to our trustees for *not* having secret plans for a university without professors – although I can tell you that some of our faculty suspect that such a plan might exist in some quarters of our state legislature.

Now, as we are aware, the faculty role in in the mission of American universities has only grown, and this is what led to increasing calls for a 'shared governance', essentially a partnership between college presidents, boards of trustees, and an increasingly important and engaged faculty.

Shared governance came to ECU in the 1960s under the leadership of President Leo Jenkins, and still today it provides the ideal model for ensuring that all campus constituencies play a meaningful role in university deliberations, decision-making and administration.

I want to close by noting that there is an important role to be played here by the Board of Trustees, and I recommend to you the recent <u>'Statement on Shared Governance'</u>, endorsed just last year by the Association of Governing Boards. That Statement represents a strong validation of shared governance principles and stresses the importance of trustees to its success. "A board's commitment to the value and practice of shared governance," the statement notes, "bears fruit for the institution in the form of mutual trust in challenging times, support for innovation, and shared commitment to goals for building a stronger future."

As we seek to weather our own challenging times, reaffirming our commitment to shared governance can help to build trust and combat low morale, galvanize a shared sense of institutional mission, and serve as an effective bulwark against unwarranted intrusion in our campus affairs – all things that will be especially important during a time of considerable system-level change.

On behalf of the faculty, I can assure you that we stand ready to work with our trustees, administration, and other campus constituencies to constructively and collaboratively address the challenges that we face, and to continue moving this great university forward.

References

Association of Governing Boards of Universities and Colleges. 2017. *AGB Board of Directors'* Statement on Shared Governance. Washington, DC: AGB.

Gerber, L. G. 2014. *The Rise and Decline of Faculty Governance*. Baltimore: Johns Hopkins University Press.

Attachment D

Hello and good morning. The ECU Staff Senate has only met once since the last Board of Trustees meeting due to storms, but in keeping with our goal to improve our visibility, we have still worked hard to hold several events for ECU employees.

One such event, The ECU Staff Senate Wellness Walk, formerly known as a Fitness Walk, was held this past October 10th around Lake Laupus. Our Reward and Recognitions committee along with ECU Campus Recreation and Wellness was able to wrap the Lake with over 40 vendors including campus groups, community organizations and local businesses to help promote an active lifestyle with regards to the 8 dimensions of wellness and provide several giveaways for those who attended the event.

You may have noticed the photos streaming. These photos include not only the Wellness Walk but the ECU Staff Senate school supply drive for the ECU Laboratory school and also our current and past Senators volunteering to help students during dorm move in. Our Senators have volunteered over 100 hours so far this year in the community.

Several of the other committees are working on events for staff. For example, The Leadership and Professional Development committee has invited Steven Brody to lead a short leadership segment on living a life free from financial stress and worry during our November meeting. The Staff Senate Human Resources committee will be providing dinner again this year at the Hope Lodge and are planning a campuswide forum on the topic of Parental Leave. They are also very close to completing the Emergency Assistance Fund for campus and I am hopeful that at our next meeting I can proudly announce its completion.

Finally, to improve our visibility in the ECU community and to help raise money for our scholarships, ECU Staff Senate will be volunteering at ECU Basketball games as a concessions group. We will also be volunteering during the Concert for Hurricane Florence relief and will be donating a portion of those sales to relief efforts. So if you get a moment during the concert or at a game, stop by Booth 6 in Minges.

Attachment D

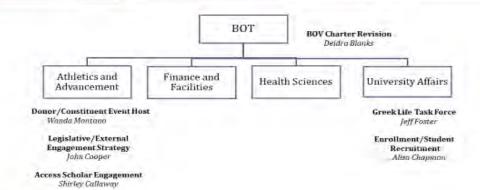
The year is only beginning for ECU Staff Senate and we hope to represent and support all staff for all the great work the provide to East Carolina. I am proud for what we have achieved, and so far, has been a great privilege to lead as Chair of Staff Senate.

Thank You for listening!

ECU BOARD OF TRUSTEES ECU BOARD OF VISITORS REPORT SEPTEMBER 7, 2018

- First meeting August 31, 2018
- New Member Orientation mentors met with new members prior to meeting
- New format used to increase dialogue, relationship building and member awareness
 - Welcome and Introductions (strategic seating)
 - University Leadership and Mrs. Staton
 - Former BOV Chairs
 - New Members (3)
 - Spotlight on BOV members (2)
 - BOV Member Recognition
 - Michael Aho ECUAA Chair
 - Jennifer King Congleton Mid-Atlantic Regional Director, Alpha Kappa Alpha Sorority, Inc.
 - Q&A with Chancellor Staton
 - Athletic Panel Pirate Armada model
 - Jeff Charles, facilitator
 - Coaches Baseball, Women and Men's Basketball
 - Lee Workman
 - BOV Report Jason Poole
 - 2018 BOV BOT/University Initiative Engagement and Expectations
 - Engage
 - Partner/assist
 - Clarify
 - Follow through
 - Inform/Update the Board
 - Communicate

2018-19 BOT/University Initiative Engagement





ECU BOARD OF TRUSTEES ECU BOARD OF VISITORS REPORT SEPTEMBER 7, 2018

- o Access Scholars
- o Advancement Update
- o ECU Alumni Association Update
- Tour of Renovated Ward Sports Medicine Complex
- Board Demographics opportunity to be more reflective of ECU diversity
 - o Total 74
 - NC 71 (Greenville and Raleigh) Other States 3
 - Male 57 Female 17
 - Brody Grads
 - o Hospital Administrators
 - o Construction Project Management
 - o Business/Finance
 - Education
 - o UNC system

BOV Meeting Dates

- Friday, January 11, 2019
- Friday, March 29, 2019

Respectively submitted,

Linda Thomas, Chair

Highlights from the Athletics & Advancement Committee Meeting November 1, 2018

Basketball coach Joe Dooley greeted the board and shared that the team is relatively healthy with just a few pre-season bumps and bruises and excited for the upcoming season.

Lee Workman was acknowledged and thanked for his 34 years of service to the University.

VC Dyba reported that the university has raised \$8.3 Million to date (\$5.2 Million for East Campus and \$1.5 Million for West Campus as of October 30 and \$1.5M as of October 1 for Athletics) with a campaign total of \$196 Million. He also outlined the five pillars of the campaign which are included in your board material. Dyba also shared that Advancement was challenged to raise \$1M in year one for the Chancellor's Scholars scholarship. Due the generosity of the Maynard family (James and Connie and daughter Easter) this goal was met. Now, it must be sustained with \$1M added each year to attract and recruit freshman. In line with fundraising, the new crowdfunding platform was unveiled which will help pirates come together to raise money for ideas and passions. There are currently three crowding projects: ECU Community School, Honors College Study Abroad, and the Chancellor's Scholars.

The success of the upcoming Avett Brothers concert on November 13th is due to the partnerships across campus with no profit for ECU. The concert could potentially result in \$400K for local organizations to help with disaster relief related to hurricane Florence.

Michael Aho, 64th chair of the Alumni Association shared that the ECUAA is undergoing a new model of engagement which transitioned the association from a dues paying model to a membership model. They have worked on their strategic plan which focuses on the "why" of the association. The new mantra for the association is 'Pirates Together Pirates Forever".

Linda Thomas, chair of the Board of Visitors presented changes to the current Charter/Bylaws. The changes for consideration were approved as presented in your board material.

Mr. Chairman, I'll have a couple of items in closed session, however, I have one motion for the board to consider now.

I move that the Board of Visitors charter/bylaw revisions be approved as presented in board materials.



East Carolina University | Board of Trustees Finance & Facilities | Mendenhall Student Center | November 2, 2018 Highlights

Finance and Facilities Committee met on November 1, 2018.

I. MINUTES

A. The committee approved the minutes from the September 6, 2018 meeting.

II. ACTION AND INFORMATION ITEMS

- A. The Committee reviewed request to:
 - Grant One Permanent Utility Easement to Greenville Utilities Commission
 - Grant Two Permanent Utility Easements to Greenville Utilities Commission
 - Convey Right of Way and Easement to North Carolina Department of Transportation
 - Lease by Acquisition Office Space at 301 S. Evans Street

The Committee approved the motions to recommend that the full Board approve the request.

- B. The Committee reviewed a request to approve the Tuition and Fees for the 2019-2020 academic year. Sara Thorndike, VC for Administration and Finance and Stephanie Coleman, Assistant VC for Operations, were available for questions. The Committee approved a motion to recommend that the full Board approve the fees.
- C. Sara Thorndike, VC for Administration, provided the Approved EHRA Employee Salary Adjustments pursuant to September 30, 2016 Expanded authority.
- D. Kitty Wetherington, Associate VC for Human Resources, provided information on the Employment Engagement Survey.
- E. Bill Bagnell, Associate VC for Campus Operations, provided information on the Designer Selections since last Board Meeting.
- F. Bill Bagnell, Associate VC for Campus Operations, updated the committee on Capital Projects.
- G. Bill Koch, Associate VC for Environmental Health and Campus Safety, updated the committee on Campus Safety.
- H. Other

Meeting adjourned at 2:50 pm.



Associate Vice Chancellor for Administration & Finance - Business Services

224 Ragsdale Building | Mail Stop 208 East Carolina University | Greenville, NC 27858-4353 252-328-6910 office | 252-328-1558 fax

MEMORANDUM

TO:

Sara Thorndike

FROM:

Kevin Carraway

DATE:

September 28, 2018

SUBJECT:

Request ECU Board of Trustees Approval to Grant One Permanent Utility Easement to

Greenville Utilities Commission

Request ECU Board of Trustees approval to grant one permanent easement to Greenville Utilities Commission to support the installation of Vidant Peaking Generators as per the survey map and legal description for the sum of \$1.00.

A permanent 15' in width utility easement located immediately adjacent to the southern right-of-way of NCSR 1202-MacGregor Downs Road and the eastern right-of-way of Arlington Boulevard (depicted on the attached survey map).

Granting of the easement is contingent on subsequent approvals from UNC General Administration, State Property Office, and Council of State will be required.

cc:

B. Bagnell

Prepared by: Phillip R. Dixon, Attorney File: Greenville Utilities Commission Post Office Box 1847 Greenville, NC 27835 PN 42632

NORTH CAROLINA PITT COUNTY

GRANT OF ALL UTILITIES EASEMENT
AND ACCESS EASEMENT FOR
INGRESS, EGRESS, AND REGRESS
DATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, 401 South Greene Street (PO Box 1847), Greenville, NC 27835-1847, hereinafter referred to as the "COMMISSION," the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION," its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Greenville Township, Pitt County, North Carolina, and more fully described as follows:

A Permanent Utility Easement 15 feet in width, more or less, and 411 feet in length, more or less, in two (2) separate links, 44 and 367 feet, more or less, in length (Dimensions are not an absolute measurement and may vary in length), containing 6,458 sq. ft., more or less, across Tax Parcel No. 42632 (according to the records in the Office of the Tax Administration of Pitt County, NC), said property described in Deed Book 1517 at page 185 and shown in Map Book 40 page 192, Pitt County Public Registry, and traveling from a point in the Grantors north property line common with Tax Parcel No. 15814 and located immediately adjacent to the southern right-of-way of NCSR1202 - MacGregor Downs Road (60' R/W Public), and the eastern right-of-way of Arlington Boulevard (80' R/W Public - 60' B-B), across the subject property, a southwesterly direction along the grantors northeast property line and located immediately adjacent to the southern right-of-way of NCSR1202 - MacGregor Downs Road (60' R/W Public), and the eastern right-of-way of Arlington Boulevard (80' R/W Public - 60' B-B), 198 feet in length. more or less, to a point, the Point of Beginning; thence across the subject property 367 feet in length, more or less, along the Grantor's west property line common with and located immediately adjacent to the eastern right-of-way of Arlington Boulevard (80' R/W Public - 60' B-B) to a point: thence across the subject property 44 feet in length, more or less, along the Grantor's west property line common with and located immediately adjacent to the eastern right-of-way of Arlington Boulevard (80' R/W Public - 60' B-B) to a point in the Grantor's west property line, a common corner with the east right-of-way of Arlington Boulevard (80' R/W Public - 60' B-B), and the northern right-of-way of Heart Drive (90' R/W Private - 66' B-B) to a point, all as more particularly shown as the shaded portions on the sketch entitled "North Carolina State of Greenville TWP, Pitt Co., NC" dated July 19, 2018, which is marked Exhibit "A" and is attached hereto and made a part hereof. and to which reference is hereby made for a more particular and accurate description of the subject easement.

and to construct, install, operate and maintain utility facilities within such easement in a manner suitable to the Commission upon, across, under and through said premises within an easement and right of way strip of the width, location and approximate length hereinafter defined and to be utilized by the Commission a permanent easement and a temporary construction easement for the public use with the right to do all things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;
- (b) the right and privilege to enter upon the land included in the construction easement hereinabove described for the purpose of constructing said utility facilities, and the right and privilege at all times to enter upon the land included in the area of the permanent easement hereinabove described for the maintenance and repair of said utility facilities;
- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (d) the right to install, construct, repair, maintain and operate all utility lines, structures and appurtenant facilities of the Commission.

The structures and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights, except that Grantor agrees that (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed within the area of said strip without the express written permission of the Commission; and (2) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages sustained as mutually agreed upon by the Commission and Grantor, and pay the actual damages to actual crops inside said right of way strip on the above land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

Grantor: State of North Carolina

116 West Jones Street

Raleigh, North Carolina 27602

Commission: Greenville Utilities Commission

401 S. Greene Street

P.O. Box 1847

Greenville, North Carolina 27835

TO HAVE AND TO HOLD the aforesaid rights, privileges and construction easement unto the Grantee for such period of time as may be required to complete the construction of said utility facilities, and thereafter a permanent easement unto the Grantee and its successors, licensees and assigns for the uses and purposes hereinabove set forth.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, suc-

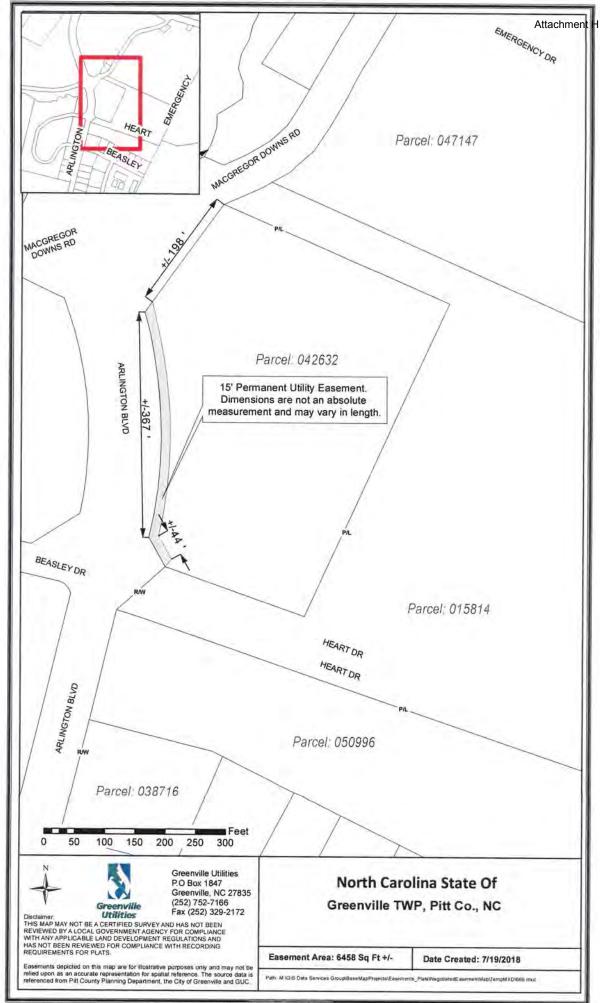
cessors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforedescribed easement of right of way, rights and privileges; that the Grantor shall execute such further assurances thereof as may be required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by Pat McCrory, Governor, attested by Elaine F. Marshall, Secretary of State, and the Great Seal of the State of North Carolina to be hereto affixed by virtue of the power and authority aforesaid.

STATE OF NORTH CAROLINA

Roy Cooper, Governor (SEAL) Attest: Elaine F. Marshall, Secretary of State NORTH CAROLINA WAKE COUNTY a Notary Public of the aforesaid County and State, certify that Elaine F. Marshall, Secretary of the State of North Carolina, personally came before me this day and acknowledged that she is the Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by Roy Cooper, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina. WITNESS my hand and seal, this the day of NOTARY PUBLIC My Commission Expires:





Associate Vice Chancellor for Administration & Finance - Business Services

224 Ragsdale Building | Mail Stop 208 East Carolina University | Greenville, NC 27858-4353 252-328-6910 office | 252-328-1558 fax

MEMORANDUM

TO:

Sara Thorndiffe

FROM:

Kevin Carraway

DATE:

September 28, 2018

SUBJECT:

Request ECU Board of Trustees Approval to Grant Two Permanent Utility Easements to

Greenville Utilities Commission

Request ECU Board of Trustees approval to grant two permanent easements to Greenville Utilities Commission to support the installation of Vidant Peaking Generators as per the survey map and legal description for the sum of \$1.00.

1. Area I (West side of Arlington Boulevard)

A permanent 25' in width utility easement located immediately adjacent to the northern right-of-way of NCSR 1202-MacGregor Downs Road and the western right-of-way of Arlington Boulevard (depicted on the attached survey map);

2. Area II (East side of Arlington Boulevard)

A permanent 15' in width utility easement located immediately adjacent to the northern right-of-way of NCSR 1201-MacGregor Downs Road and the eastern right-of-way of Arlington Boulevard (depicted on the attached survey map).

Granting of the easements is contingent on subsequent approvals from UNC General Administration, State Property Office, and Council of State will be required.

cc:

B. Bagnell

Prepared by: Phillip R. Dixon, Attorney File: Greenville Utilities Commission Post Office Box 1847 Greenville, NC 27835

PN 50468

NORTH CAROLINA PITT COUNTY

GRANT OF ALL UTILITIES EASEN	1EN]
AND ACCESS EASEMENT FOR	
INGRESS, EGRESS, AND REGRE	SS
DATE	

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, 401 South Greene Street (PO Box 1847), Greenville, NC 27835-1847, hereinafter referred to as the "COMMISSION," the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION," its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Greenville Township, Pitt County, North Carolina, and more fully described as follows:

Two Permanent Utility Easements, one 25' in width, more or less, and one 15' in width, more or less, across Tax Parcel No. 50468 (according to the records in the Office of the Tax Administration of Pitt County, NC) on both the west and east sides of Arlington Boulevard, said property described in Deed Book 1417 at Page 458 and shown in Plat Book 58 at Page 151, Pitt County Public Registry.

Area I (West side of Arlington Boulevard)

A Permanent Utility Easement 25' in width, more or less, located by traveling from the Grantor's west property line, a common boundary with Tax Parcel No. 11467, and located immediately adjacent to the northern right-of-way of NCSR 1202 — MacGregor Downs Road (60' R/W Public), in an easterly direction 1,600' in length, more or less, to a point, the <u>Point of Beginning</u>; thence across the subject property 267' feet in length, more or less, and located immediately adjacent to the northern right-of-way of NCSR 1202 — MacGregor Downs Road (60' R/W Public), to a point; thence across the subject property in a northeasterly direction 56' in length, more or less, and located immediately adjacent to the northern right-of-way of NCSR 1202 — MacGregor Downs Road (60' R/W Public), and the western right-of-way of Arlington Boulevard (80' R/W Public – 60' B-B), to a point;

Area II (East side of Arlington Boulevard)

A Permanent Utility Easement 15' in width, more or less, located by traveling from the Grantor's east property line, a common boundary with Tax Parcel No. 39863, and located immediately adjacent to the northern right-of-way of NCSR 1202 – MacGregor Downs Road (60' R/W Public), in a westerly direction 114' in length, more or less, to a point, the <u>Point of Beginning</u>; thence across the subject property in a northwesterly direction 88' in length, more or less, and located immediately adjacent to the northern right-of-way of NCSR 1202 – MacGregor Downs Road (60' R/W Public), and the eastern right-of-way of Arlington Boulevard (80' R/W Public – 60' 8-8), to a point;

Said easement area containing 10,170 square feet, more or less, all as more particularly shown as the shaded portions on the sketch entitled "North Carolina State of Greenville TWP. Pitt Co., NC" dated May 4, 2018, which is marked Exhibit "A" and is attached hereto

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and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject easements.

and to construct, install, operate and maintain utility facilities within such easement in a manner suitable to the Commission upon, across, under and through said premises within an easement and right of way strip of the width, location and approximate length hereinafter defined and to be utilized by the Commission a permanent easement and a temporary construction easement for the public use with the right to do all things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;
- (b) the right and privilege to enter upon the land included in the construction easement hereinabove described for the purpose of constructing said utility facilities, and the right and privilege at all times to enter upon the land included in the area of the permanent easement hereinabove described for the maintenance and repair of said utility facilities;
- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (d) the right to install, construct, repair, maintain and operate all utility lines, structures and appurtenant facilities of the Commission.

The structures and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights, except that Grantor agrees that (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed within the area of said strip without the express written permission of the Commission; and (2) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages sustained as mutually agreed upon by the Commission and Grantor, and pay the actual damages to actual crops inside said right of way strip on the above land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

Grantor:

State of North Carolina 116 West Jones Street Raleigh, North Carolina 27602 Commission:

Greenville Utilities Commission

401 S. Greene Street P.O. Box 1847

Greenville, North Carolina 27835

TO HAVE AND TO HOLD the aforesaid rights, privileges and construction easement unto the Grantee for such period of time as may be required to complete the construction of said utility facilities, and thereafter a permanent easement unto the Grantee and its successors, licensees and assigns for the uses and purposes hereinabove set forth.

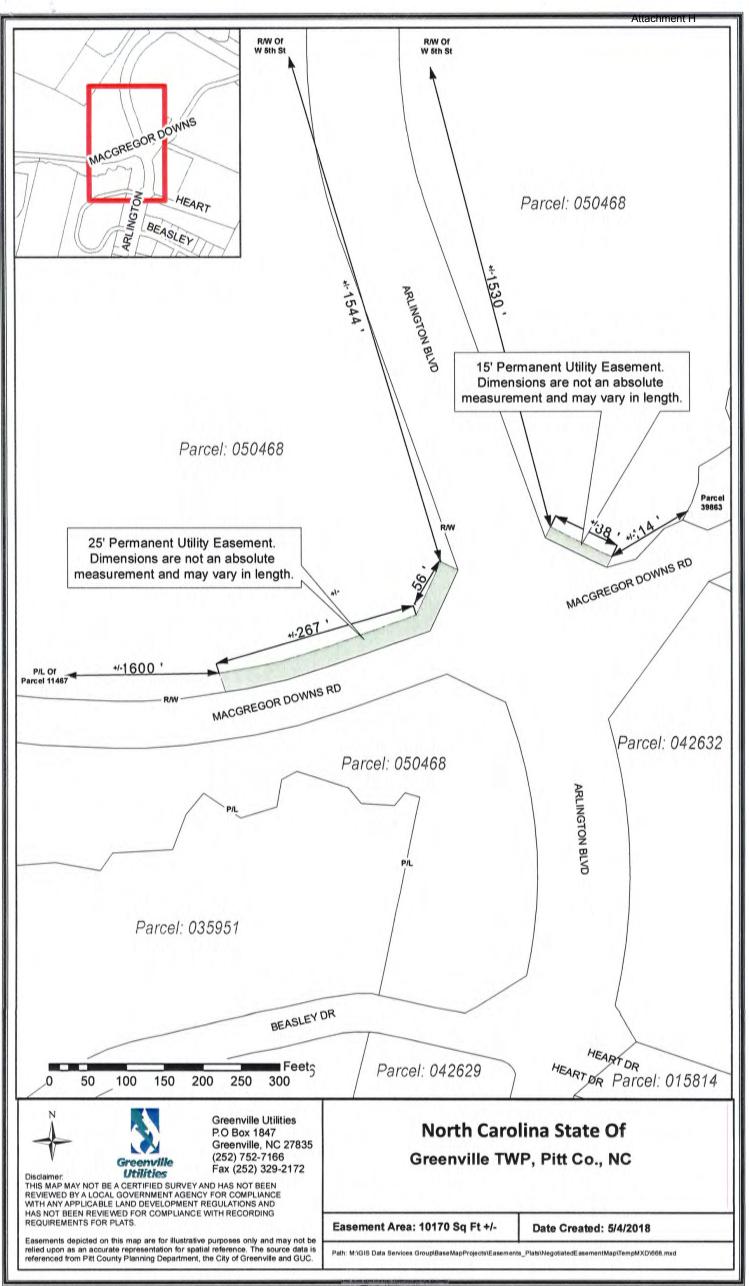
And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforedescribed easement of right of way, rights and privileges; that the Grantor shall execute such further assurances thereof as may be required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the State of North Carolina has caused this instrument to be executed in its name by Pat McCrory, Governor, attested by Elaine F. Marshall, Secretary of State, and the Great Seal of the State of North Carolina to be hereto affixed by virtue of the power and authority aforesaid.

STATE OF NORTH CAROLINA

By:	
[SEAL]	Roy Cooper, Governor
Attest:	
Elaine F. Marshall, Secretary of State	
NORTH CAROLINA WAKE COUNTY	
l,, a Not certify that Elaine F. Marshall, Secretary of the State me this day and acknowledged that she is the Secre authority duly given and as the act of the State, the f by Roy Cooper, Governor of the State of North Carolin North Carolina, and attested by herself as Secretary	etary of State of North Carolina, and that by oregoing instrument was signed in its name na, sealed with the Great Seal of the State of
WITNESS my hand and seal, this the	day of, 2018.
My Commission Expires:	NOTARY PUBLIC





Associate Vice Chancellor for Administration & Finance - Business Services

224 Ragsdale Building | Mail Stop 208 East Carolina University | Greenville, NC 27858-4353 252-328-6910 office | 252-328-1558 fax

MEMORANDUM

TO:

Sara Thorndike

FROM:

Kevin Carraway

DATE:

September 28, 2018

SUBJECT:

Request ECU Board of Trustees Approval to Convey Right of Way and Easement to NC

Department of Transportation

Request ECU Board of Trustees approval to convey right of way and utility easement to the NC Department of Transportation (NCDOT) for the US 13 and NC Highway 43 (W. 5th St.) Intersection Improvement Project #U-5730 001.

This project will widen and improve W. 5th Street at the Memorial Drive intersection and allow for a right hand turn lane turning right into Memorial Drive.

Attached are written metes and bounds and survey for the right of way and easement requested.

Granting of the easement is contingent on subsequent approvals from UNC General Administration, State Property Office, and Council of State will be required.

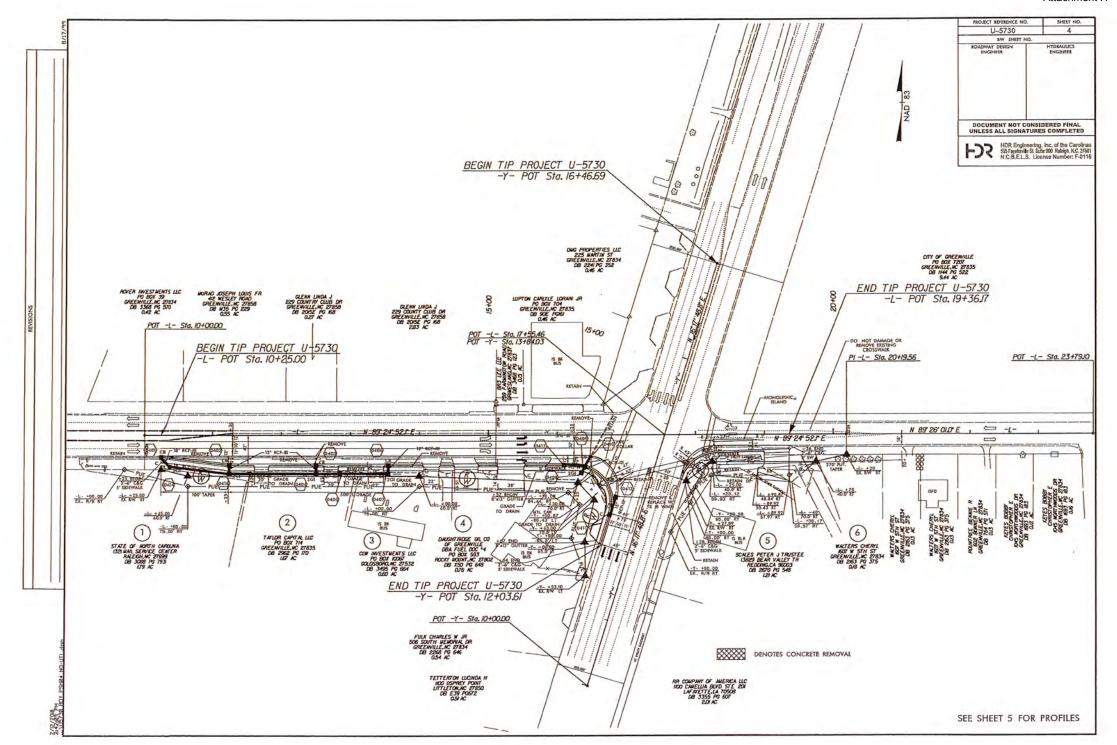
cc:

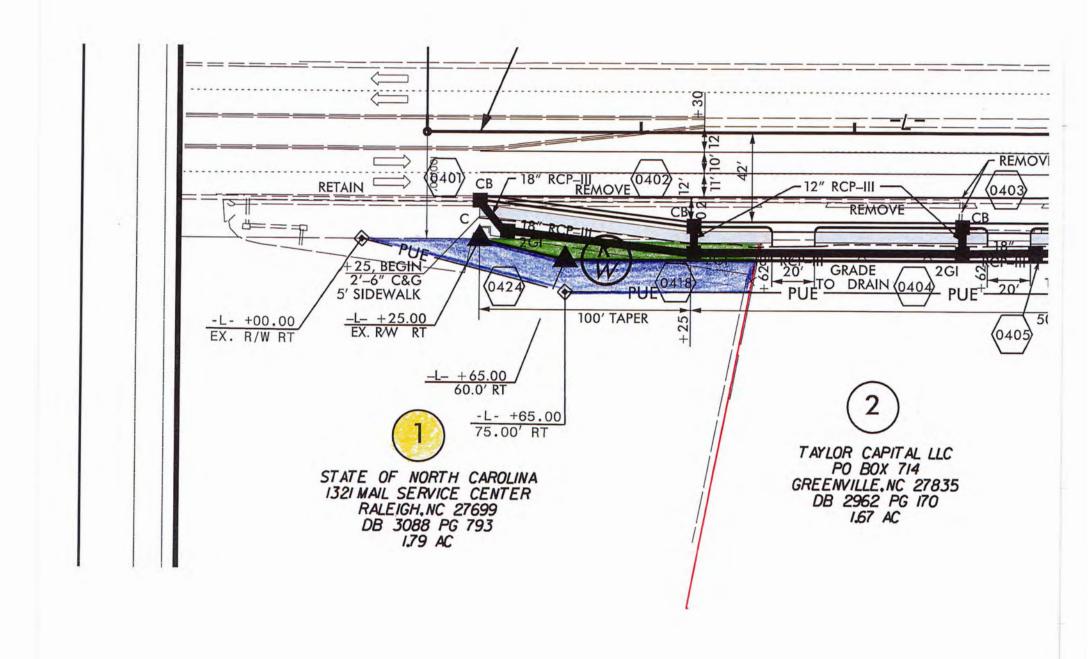
B. Bagnell

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: State of North Carolina				DATE: 9/27/2018				
	1321 Mail Se Raleigh, NC	ervice Center 27699		TO: Lessee	, if A	Applicable		
COUN	ARCEL NO. NTY CRIPTION:	U-5730 001 Pitt Intersection At US-	13 and NC 43 (W 5 th	WBS ELEMI St)	ΞN7	Г: _54021.2	2.1	
Dear	Property Owne	er:						
the ap any in this pi and, i	oproved apprai acrease or dec roject. The co	gent offer of just com sed value for the app rease in the fair mark ntingent offer of just o uilding costs in the are	ropriate legal compe et value of the prope compensation is base	nsable interes ty acquired d d on an analy	st or ue t ⁄sis	interests. to influence of market o	The approved caused by pulata, compara	I value disregards Iblic knowledge of ble land sales,
	Value of Rig	ght of Way to be Acqu	uired		\$_	9,125.00		
	Value of Pe	rmanent Easements	to be Acquired		\$_	17,400.00		
Value of Temporary Easement (Rental of Land) to b				Acquired	\$_			***
	Value of Im	provements to be Acc	quired		\$_	6,075.00		***************************************
	Damages, i	f any, to Remainder			\$			
	Benefits, if a	any, to Remainder		minus	\$			
	TOTAL C	ONTINGENT OF	FER		\$	32,600.00		
impro	vements.	offer includes all inte		es involving F	ede	eral Agencie	es and Tenant	: owned
Subje which	ect property de n 0.025 acres	e land and effects of scribed in Deed Book is being acquired as r here is a permanent o	3088, page 793, Piti ight of way, leaving 1	.765 acres re	ema	aining on the	e right with ac	cess to West Fifth
(B) T	he TOTAL CC	NTINGENT OFFER	includes payment for	the improven	nent	ts and appu	ırtenances de	scribed below:
Asph	alt paving, con	crete curb and gutter	, 3 small trees and gr	assed area				
		ifficient time remainin the stipulation that y						
builda Pleas being with a	able lot, as exp se note that an penvironmenta	sire to sell the Departrolained to you by the I y contingent offer to pully clean prior to the other appropriate environdards.	Right of Way Agent, to burchase a remnant/b conveyance to the De	he total contir puildable lot is partment. Yo	ngei cor ou n	nt offer wou nditioned up nay be requ	on the remna nired to provide	nt/buildable lot the Department
	original of this t nce-Business S	form was handed to K Services	(evin Carraway , ECL	J Associate Vi	ice	Chancellor	for Administra	ation and
			September 27 er.	2	20	18	Owner was f	urnished a copy of
I will	be available at	your convenience to	discuss this matter for	urther with you	u. N	My telephor	ne number is	252-558-3326
Depa the N	rtment of Trar Iorth Carolina	that the agent signingsportation, and any Department of Trans other interests.	recommended settle	ment is not a	bin	iding contra	ict unless and	l until accepted by
			(Signed)		-	W Briggs		

- Right of Way Agent





U5730 Deed Parcel 001

THIS DATA IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS. THE PROPERTY DESCRIBED HEREIN HAS BEEN LOCATED FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY DESIGN PURPOSES. SOME ERRORS MAY EXIST BETWEEN THIS DATA AND THE ACTUAL GROUND LOCATION OF PROPERTY LINES. THIS DATA IS TO BE USED AS A GENERAL REPRESENTATION OF THE NCDOT'S INTENT TO ACQUIRE PROPERTY FOR RIGHT OF WAY PURPOSES, AND IN NO WAY REPRESENTS AN ACTUAL BOUNDARY SURVEY OF THIS PROPERTY.

TIP: Parcel_001

ROW Right
Point of beginning being S 43^2'18.4" E, 81.319 feet from -L- Sta 11+00 thence to a point on a bearing of N 10^27'18.8" E 10.000 feet thence to a point on a bearing of S 89^22'19.8" W 131.804 feet thence to a point on a bearing of S 76^55'50.1" E 41.163 feet thence to a point on a bearing of N 89^24'52.1" E 89.889 feet returning to the point and place of beginning. Having an area of 1083.487 Sqr feet being 0.025 acres.

PUE Right
Point of beginning being S 35^18'3.6" E, 91.242 feet from -L- Sta 11+00 thence to a point on a bearing of N 10^27'18.8" E 15.283 feet thence to a point on a bearing of S 89^24'52.1" W 89.889 feet thence to a point on a bearing of N 76^55'50.1" W 41.163 feet thence to a point on a bearing of S 89^22'19.8" W 55.057 feet thence to a point on a bearing of S 76^1'57.5" E 98.208 feet thence to a point on a bearing of N 89^24'52.1" E 86.962 feet returning to the point and place of beginning. Having an area of 2307.636 Sqr feet being 0.053 acres.

Parcel has Forced Closure

East Carolina University

EXECUTIVE SUMMARY ECU 2019-2020 Tuition/Fee Proposal

This report provides the ECU Board of Trustees with tuition and fee recommendations for Academic Year 2019-20. These recommendations conform to guidance provided by the Board of Governors (BOG).

I. Process

The annual tuition and fee increase process was significantly compressed, due to the timing of the guidelines and the November BOT meeting being the first of the month. We were able to obtain appropriate input and comply with the guidelines provided by Board of Governors (BOG). We had about three weeks in October to complete this process. The process began with the establishment of the Campus Tuition and Fee Committee (CTFC). The Committee members with voting authority included the Vice Chancellor for Administration and Finance, Vice Chancellor for Student Affairs, Provost (or delegate), Interim Vice Chancellor for Health Sciences (or delegate), Faculty Senate Chair, an undergraduate student, and graduate student. Other members of the Committee included representation from the University Budget Office, Financial Aid, Graduate School, and Health Sciences Budget Office. Three Committee meetings were held in October. The CTFC reviewed current tuition and fee policies and guidance from System Office and the Board of Governors, past rates and increases, peer institution tuition and fees, and discussed approaches to tuition/fee for the 2019/20 year.

The Chancellor's Executive Council and Student Government Association (SGA) were updated after the second Committee meeting with the fee proposals to be shared with the students during the forums and SGA Assembly. Two student forums were conducted by the Student Government Association to inform students of the proposed increases and receive feedback. The fee increase proposals impacting all students were presented to the SGA Assembly for their recommendations and it was streamed live through Facebook Live. The SGA Assembly passed a resolution in support of the following increases Athletics (\$50), Education and Technology (\$8), and Student Centers Operations (\$8). The CTFC recommended Athletics (\$75), Education and Technology (\$8), and Student Centers Operations (\$8) to the Chancellor.

In addition, the School of Dental Medicine met with students within their respective program to discuss recommended increases.

As in past years, we believe our process exceeds the standards for student input set forth by the BOG.

II. Background

The UNC Board of Governors tuition and fee guidelines [Attachment 1] issued on September 19th provide parameters for setting tuition and fee rates for the 2019-20 year. No tuition increases for resident undergraduate students are allowed, however, market-driven increases for undergraduate nonresidents and all graduate students are allowed. The 2016 budget bill enacted a fixed tuition rate for first-time full time resident undergraduates and new transfer students that remain continuously enrolled for eight consecutive semesters or the equivalent number of remaining semesters for transfer students. The fixed rate was first effective for Fall 2016 admits. Additionally, consistent with the statutory requirements from 2016, mandatory fee increases that are charged to all students shall not exceed 3%.

Increase proposals for mandatory fees (Athletics, Education and Technology, and Student Centers Operations) are presented below for BOT consideration for the 2019-20 year.

In addition to mandatory fees (those that all students pay), we are recommending tuition and fee changes in this year's proposal that are charged only to students who are participating in a specific program or activity.

Use of revenues generated with the proposed tuition and fee increases are described below.

III. Tuition Increase Proposals

There is no proposed tuition increase for undergraduates or graduates. [Attachment 2]

Brody School of Medicine and School of Dental Medicine

Tuition increases for Brody School of Medicine and School of Dental Medicine are not subject to the same percentage limitations noted above for undergraduate and graduate students. The BOG has not established ceilings for these entities although "...campuses are encouraged to carefully review all revenue sources before recommending increases that are higher than the undergraduate rate increases."

School of Dental Medicine has limited revenue sources to pay for instructional costs. At this time, the use of clinical revenues for instructional purposes could put the clinical operations at risk. Thus, it is appropriate that increased costs of instruction be covered by an increase in tuition. The tuition for the School of Dental Medicine is the lowest of our peer schools designated by System Office. [Attachment 3]

The School of Dental Medicine is proposing a tuition increase of \$1,000 per year, or 3.5%. The professional tuition generated by graduate dental students will be allocated to a 1.0 FTE for a general dentistry faculty member. Details of these uses are provided in Attachment 3.

There is no proposed tuition increase for Medical students.

IV. <u>Fee Proposals</u>

Mandatory fee increases are proposed for Athletics (\$50), Education and Technology (\$8), and Student Centers Operations (\$8). The proposed fee increases total \$66 for 2019-20.

The Student Recreation Center debt service fee of \$15 will be eliminated beginning in Fall 2019. This debt has been paid in full. As a result, the \$66 proposed fee increase will be offset by the \$15 reduction, for a net increase of \$51.

The net increase is 1.99%, which is less than the 3% statutory maximum. Attachment 4 shows all required fees. The details for the proposed increases are in Attachment 5.

The projected increased revenues in Athletics are estimated to be about \$1,100,000. The projected revenues will be used to reduce the annual Athletics operating shortfall. [Attachment 5]

The Education and Technology fee should generate about \$200,000 in new revenues. The projected revenues will be used to provide a sustainable plan for the network infrastructure. [Attachment 5]

Student Centers Operations projected increased revenues are about \$176,000. The increased revenues will be used for the building operating costs for the new Health Sciences Student Center and the new Student Center opening on main campus in January 2019. [Attachment 5]

We are also proposing the following changes to special fees and miscellaneous charges.

V. Other Miscellaneous Charges and Special Fees

We are requesting a reduction in the application fee for undergraduates and graduates from \$75 to \$60. [Attachment 6]

We are requesting a miscellaneous charge of \$35 for a readmission fee. [Attachment 6]

Dental Medicine is proposing a fee increase for Dental Electronic Textbooks of \$233 annually. [Attachment 6]

Housing is requesting an average rate increase of 2.5% for residence halls. The increases range from \$210 to \$230 annually depending on the dorm and room type. Total annual rates will range from \$4,446 to \$8,390. Room rates differ per hall based on facility accommodations. [Attachment 7]

Dining is requesting an increase of \$100 per meal plan, a 2.53% increase. [Attachment 7]

Parking is proposing a 2% increase. The increases range from \$1 to \$11 annually. There are different permit prices based on proximity zones. [Attachment 8]

VI. Generated Tuition and Fee Revenue in Relation to the ECU Total Budget

From 2013-14 to 2017-18, student tuition revenue increased from \$116 million, 13% of total revenues, to roughly \$135 million, or 14% of total revenues. [Attachment 9, two pages] Mandatory student fees increased from \$47 million, 5% of total revenues, to about \$61 million, 6% in 2017-18. [Attachment 9] Total revenue generated from tuition and mandatory fees in 2013-14 was about \$164 million, or 19%, and 20% in 2017-18.

During this same time, state appropriations increased from almost \$276 million, to about \$305 million. Both years generated around 32% of revenues. It is critically important to note that this \$29 million increase in appropriations is the net change after all increases and decreases. Appropriations increased from funding to stabilize Brody, legislative salary increases, benefit rate increases, maintenance and operating dollars for Coastal Studies and Dental School buildings, support for additional students in the dental school, and enrollment growth funding.

VII. Financial Aid

Attachment 10 shows the number and proportion of students who receive financial aid and the total and average debt for graduating students and all students. The proportion of students receiving financial aid has been relatively constant over the last five years. Each of the last four years, the percentage of students graduating with debt has slightly increased.

VIII. ECU Tuition Comparisons with UNC-System and Peer Institutions

UNC-System Institution comparisons:

Attachment 11 provides data on all tuition and fees for all UNC-system universities for Academic Year 18-19. With respect to tuition, we rank 4th in the system. When we include fees, we rank 6th.

Attachment 12 illustrates mandatory student fees for all UNC-system universities. We rank in the middle of the system overall. In most individual categories, our fees rank in the lower quartile.

National peer university comparisons:

All UNC-system schools have a BOG-approved list of peer Universities from around the country. Attachment 13 provides tuition and fees data for all our peer schools for the fiscal year 2017-18. Data was obtained from IPEDS and lags by one academic year. Our undergraduate and graduate resident tuition and fees are second from the bottom, Undergraduate non-residents is tenth lowest and graduate non-residents is sixth lowest.

On Attachment 14, we provide a comparison of our out-of-state tuition and fees to in-state and out-of-state tuition and fees for students at representative universities in New Jersey, Maryland, South Carolina, West

Virginia and Virginia. With the exception of Towson University, our out-of-state rate is less than all other out-of-state rates. As has historically been the case, our out-of-state rate is greater than the in-state rates for these schools. When looking at total cost of attendance, the difference is narrowed considerably.

IX. Other

In Attachment 15, we have provided some additional historical information.



CLINTON P. CARTER

SENIOR VICE PRESIDENT FOR FINANCE & ADMINISTRATION AND CHIEF FINANCIAL OFFICER

Post Office Box 2688, Chapel Hill, NC 27515 910 Raleigh Road, Chapel Hill, NC 27514 (919) 962-4600 | cpcarter@northcarolina.edu

September 19, 2018

MEMORANDUM

TO:

Chancellors

Chiefs of Staff

Chief Academic Officers
Chief Financial Officers

FROM:

Clinton P. Carter

SUBJECT: Proposals for 2019-20 Campus-Initiated Tuition and Fee Adjustments

Overview

President Spellings and the Board of Governors are committed to maintaining accessibility and affordability of higher education for all North Carolinians. This commitment was reaffirmed with a resolution adopted at the September 2017 Board meeting. For 2019-20, tuition increases will only be considered for nonresident undergraduate students and graduate students. Constituent institutions are encouraged to identify reductions to tuition and fees for resident undergraduates where possible.

Attached are guidelines for your use in submitting requests for changes in tuition and fee rates, effective for the Fall Term 2019. Campus proposals will be reviewed by the president and her staff and presented to the Board in January for consideration at their March meeting. The guidance outlined in this memo is based on Board recommendations, the UNC policy 1000.1.1 – Establishing Tuition and Fees (Attachment 1), and a special provision enacted by the 2016 General Assembly related to fees.

Undergraduate Tuition

The Board is recommending the following for undergraduate students:

- No tuition increases are allowed for resident students. Combined tuition and fee rates for undergraduate residents shall continue to remain in the bottom quartile of an institution's public peers.
- Increases are allowed for nonresident students. Campuses should continue to follow the traditional process for recommending campus-initiated tuition increases for nonresident undergraduate students. Combined rates for these students should be market driven and reflect the full cost of providing a quality education. In addition, a goal of each campus should be setting nonresident rates at or above the third quartile of each institution's public peers.

MEMO: 2019-20 Tuition and Fee Proposals

September 19, 2018

Page 2 of 3

Graduate and Professional School Tuition

The Board of Governors will consider school-based tuition rates for graduate and professional programs that have been approved by the Board of Governors. Institutions must use the Board's tuition and fee policy as a guideline in developing recommendations for establishing graduate and professional school tuition rates. The tuition and fee policy states, "Graduate and professional schools shall continue to establish rates consistent with each program's unique market and academic requirements." Tuition for graduate and professional students will be set with an emphasis on maintaining and increasing the excellence of the institution's graduate and professional programs, as well as ensuring access. Please do not submit requests for tuition increases for graduate programs that have not been previously approved by the Board of Governors.

NC Promise Institutions (ECSU, UNCP, and WCU)

The 2016 General Assembly set up a tuition buy-down program for ECSU, UNCP, and WCU that began with the 2018-19 academic year. The 2019-20 tuition for undergraduate residents will be \$500 per semester and \$2,500 per semester for undergraduate nonresidents. The cost of the foregone tuition receipts will be offset by an appropriation to increase the UNC base budget.

ALL TUITION INCREASE PROPOSALS MUST BE ACCOMPANIED BY A DETAILED JUSTIFICATION ON THE USE OF THE INCREASED FUNDS.

Mandatory Fees (including debt service fees)

In accordance with UNC Board policy, the Board of Governors is responsible for establishing fees at the constituent institutions of the University consistent with the philosophy set forth in the North Carolina Constitution. Fees will be charged only for limited, dedicated purposes and shall not be used to defray the cost of general academic and administrative operations of campuses, including academic programs and faculty and administrative salaries and benefits.

All fee increase proposals must be accompanied by an expenditure plan showing how the additional revenues are critically important for the fee-supported activity, including a description of why alternative sources or expenditure reductions are insufficient for addressing the needs of the fee-supported activity. In approving proposed fee increases submitted by the institutions, the Board will make every effort to keep fees for students as low as possible while providing revenues needed to support the purposes for which the fees are charged. Consistent with the statutory requirements enacted by the 2016 General Assembly, the total maximum allowable percentage increase is 3% for mandatory student fees that are charged to all students and approved by the Board.

Debt service fees are applicable to all students and reflect the cost of servicing debt at the coverage levels required in Board resolutions and other documents authorizing the debt. Requests for debt service fee increases must be accompanied by an expenditure plan showing how the additional revenues will directly offset the debt service of the associated self-liquidating project. Additionally, the debt service fee increase should be presented with a detailed justification outlining the self-liquidating project that it supports.

Special Fees

The number of special fees (applicable to students engaged in particular activities or course of study) has increased tremendously during the past several years; therefore, the recommendation is that no special fee increases or establishment of new special fees be allowed for 2019-20.

MEMO: 2019-20 Tuition and Fee Proposals

September 19, 2018

Page 3 of 3

Application Fees

Application fees shall be established for each institution. Any proposed change in application fees must be submitted for review and approval by the Board.

Student Involvement and Use of Funds

Tuition and fee proposals must be accompanied by the Student Involvement in Tuition and Fee Setting Process form (Attachment 2). Additional information from your institution supporting your student involvement may also be transmitted with your tuition and fee package.

Attachments

Please see below for a list of attachments needed for completion of the tuition and fee cycle for the 2019-20 academic year.

Completion Date

We appreciate your efforts in providing the requested information. Tuition and fee packages are due by Wednesday, December 5, 2018. In addition to any correspondence sent to the UNC System Office, please email the Excel workbook of your tuition and fee package to Karen Russell (ktr@northcarolina.edu). Campus summary information must also be entered into the NCHED web-based system.

Please contact Karen Russell at 919-962-4606 if you have any questions about the process.

Thank you for your assistance.

Att. 1: BOG Policy Establishing Tuition and Fees – UNC Policy Manual 1000.1.1

Att. 2: Student Involvement in the Tuition and Fee Setting Process

Other Attachments: Excel Workbook Supporting Tuition and Fee Requests

NCHED Tuition and Fees User Manual (for data entry into web-based system)

(emailed separately to the Budget Officers)

cc: President Margaret Spellings
Vice President Nathan Knuffman
Chief of Staff Meredith B. Didier
Senior Vice President Kim van Noort

Establishing Tuition and Fees

The General Assembly shall provide that the benefits of The University of North Carolina and other public institutions of higher education, as far as practicable, be extended to the people of the State free of expense. — North Carolina Constitution, Article IX, Section 9

I. Establishing Tuition

This citation from the North Carolina Constitution sets the parameters for establishing resident tuition rates at the constituent institutions of The University of North Carolina. The constitutional provisions for setting tuition are codified in General Statute 116-11(7), which states, in part, "The Board (of Governors) shall set tuition and required fees at the institutions, not inconsistent with actions of the General Assembly." This statute governed the setting of tuition rates for both resident and nonresident students from 1971 through 1999 during which time the Board of Governors recommended no tuition increases except as required by statute. This policy outlines the framework to be followed by the Board in establishing tuition levels for constituent institutions, commencing with academic year 2003-2004. Tuition is charged to students enrolled in academic programs during regular terms, summer sessions or through off-campus distance instruction and is used to partially defray the costs of general academic and administrative operations of campuses, including academic programs and faculty and administrative salaries and benefits.

1. Board-initiated Tuition Rates

A. Undergraduate Tuition – General Policy

The appropriate tuition policy at the undergraduate level encourages students to pursue academic and intellectual interests without regard to program costs. Accordingly, no difference in tuition between undergraduate programs will occur within an institution, and there will be only minimal differences in undergraduate tuition among campuses in similar institutional categories as defined by the Board to reflect both varying missions and contrasting costs of education. Deviation in undergraduate tuition among campuses in different institutional categories will be based upon institutional offerings and will be reasonable.

B. Graduate and Professional Tuition – General Policy

The Board will attempt to extend the principle that tuition be set as low as practicable to graduate and professional students as well as those at the undergraduate level. The financial structure and educational purposes of graduate and professional education, however, are sufficiently different from undergraduate education that distinct tuition policies at the graduate and professional level will be permitted. The application of what is "practicable" varies by level of instruction for a number of reasons, and those differences will be reflected in the tuition policies associated with each.

The Board will apply Article IX, Section 9 of the North Carolina Constitution to graduate and professional level students but with the realization that the costs, sources of funds and purposes of graduate and professional education are materially different from undergraduate education. Tuition for graduate and professional students will be set with an

¹Consistent with G.S. 116-143, no tuition or fees may be charged to students in the high school program at the North Carolina School of Science and Mathematics. Service charges may be established consistent with Section II.2. below.

understanding that tuition revenues may be needed to maintain and increase the excellence of the University's graduate and professional programs. In setting tuition rates, the Board will consider the need to provide access to these programs for students irrespective of their financial capacity as well as the desire to attract and retain the best students to serve North Carolina's needs in each field.

C. Tuition for Nonresident Students - General Policy

Under General Statute 116-144, the Board of Governors is required to set tuition rates for nonresident students at levels "...higher than the rates charged residents of North Carolina and comparable to the rates charged nonresident students by comparable public institutions nationwide. . . ." In complying with the statute, the Board will set tuition for nonresident students after considering the results of a review of rates set by comparable public institutions nationwide. The Board will further consider the need for tuition remissions for nonresident graduate students when setting tuition rates and tuition remission policies.

D. Process for Setting Board-initiated Tuition Rates

- i. Proposed increases in general tuition rates are to be recommended by the President for consideration by the Board. The President will seek counsel from University Chancellors and a committee of campus representatives appointed by each chancellor, before making the recommendations for tuition changes. The committee of campus representatives appointed by each chancellor will include students.
- ii. The President, the chancellors and the committee of campus representatives will consider a number of factors in deciding whether to recommend changes to general tuition rates in any given year. After the President recommends any action to the Board of Governors, the Board will also consider those factors, which include:
 - a. Availability of State general fund revenue to maintain quality and access within the campuses of the University of North Carolina;
 - b. Evidence of institutional efforts to manage costs through increases in productivity, budget flexibility, and/or efficiency improvements;
 - c. Analysis of the impact of tuition and fee charges on student access to the campuses of the University of North Carolina as measured by the college-going rate and other metrics so as not to limit access to the University;
 - d. Changes in various price and income indices (e.g., North Carolina per capita personal income, Consumer Price Index, Higher Education Price Index);
 - e. The current level of student charges (tuition, fees, room and board) at UNC institutions and whether campuses have proposed campus or program tuition differentials for the budget period that would be in addition to general increases in tuition:
 - f. Analysis of student indebtedness levels within the University, viewed in the context of student attrition rates;

- g. Availability of financial aid and tuition remission and amount of unmet need. Financial aid should be reviewed in the context of the different missions of the institutions, the diverse capacities of the institutions to provide financial assistance and the contrasting needs of students attending the institutions.
- iii. In academic years ending in odd numbers (e.g., June 30, 2003, the long session of the General Assembly), the Board will act by October of the preceding year or when it adopts its biennial budget request to establish the University's general tuition rates for the next academic year. This timing allows Board action on tuition to be incorporated into the University's budget request as part of its overall financing plan. In academic years ending in even numbers when the Board prepares a supplemental budget request, the Board will set Board-initiated tuition rates in conjunction with its establishment of campus-initiated tuition rates.

2. Campus-initiated Tuition Rates

A. Campuses may request increases in tuition to provide revenue for specific purposes and programs. Revenue generated from a campus-initiated change in tuition rates will be accounted for in the budget of the originating campus and transferred within the institution by the chancellor in accordance with the priorities identified in the approved campus proposal.

B. Undergraduate Tuition

The Board recognizes that campuses may experience circumstances that suggest that an across-the-board change in undergraduate tuition may be needed at one or more institutions. In the event that circumstances lead a campus or campuses to the conclusion that a change in undergraduate tuition rates is needed, campuses are permitted to bring proposals for undergraduate tuition changes before the Board for its consideration. Campuses wishing to submit requests for undergraduate tuition changes will conduct a process that includes consultation with participation by students. A campus will consider the following factors when creating an undergraduate tuition proposal.

- i. Availability of State general fund revenue to maintain quality and access within the campuses of the University of North Carolina;
- ii. Evidence of institutional efforts to manage costs through increases in productivity, budget flexibility, and/or efficiency improvements;
- iii. Analysis of the impact of tuition and fee charges on student access to the campuses of the University of North Carolina as measured by the college-going rate and other metrics so as not to limit access to the University;
- iv. Changes in various price and income indices (e.g., North Carolina per capita personal income, Consumer Price Index, Higher Education Price Index);
- v. The current level of student charges (tuition, fees, room and board) at UNC institutions and whether campuses have proposed campus or program tuition differentials for the budget period that would be in addition to general increases in tuition;

- vi. Analysis of student indebtedness levels within the University, viewed in the context of student attrition rates;
- vii. Availability of financial aid and tuition remission and amount of unmet need. Financial aid should be reviewed in the context of the different missions of the institutions, the diverse capacities of the institutions to provide financial assistance and the contrasting needs of students attending the institutions.
- viii. A plan for the intended use of additional tuition receipts (e.g., needed improvements to the educational program, funding for competitive salary increases, financial aid, etc.)

3. Graduate and Professional Tuition

The Board of Governors will permit individual campuses to initiate requests for Board approval of different base or program tuition rates at the graduate and professional level. If a campus explores the possibility of developing such a request, it will present evidence to ensure that students in the affected graduate and/or professional programs have been consulted. Tuition for graduate and professional students will be set with an emphasis on maintaining and increasing the excellence of the campus' graduate and professional programs as well as ensuring access. To the extent possible, there should be full tuition remission for graduate assistants to improve a campus' competitiveness in recruiting and retaining highly qualified nonresident graduate students.

In reviewing potential criteria to recommend as a basis for deciding when specific graduate or professional tuition differentials may be appropriate at a particular institution, a flexible policy framework that allows judgments to be reached based on a number of factors is preferable either to cost-based formulas or to discipline or program typologies that treat all academic or professional programs the same. In particular, a flexible approach based on the unique factors associated with specific programs is desirable because of the potential mix of graduate and professional programs that one may find within any given school or college; e.g., a professional school may offer a Ph.D. program in addition to one or more professional degree programs. Therefore, the campuses will consider the following factors in developing graduate and professional school tuition proposals.

- A. The anticipated impact of a proposed change on program quality;
- B. The projected impact of a proposed change in tuition on access for North Carolina residents;
- C. The availability of student financial aid for students with economic need and of tuition remission;
- D. The extent to which current and prospective students can afford possible increases in tuition;
- E. The relationship of projected tuition revenue to institutional and/or program costs;
- F. Tuition and fees, net of remissions and waivers, charged by peer institutions or programs, as compared to tuition and fees, net of remissions, at the UNC institution or program (the public subsidy received by students at public institutions or programs in the peer set,

including the UNC institution or program in question, will also be identified as part of the comparison);

- G. A plan for the intended use of additional tuition receipts (e.g., needed improvements to the educational program, funding for competitive salary increases, financial aid, etc.); and
- H. Assistantships or grant support for graduate students;
- I. Analysis of student indebtedness levels within the University.

4. Timing and Review of Board Action

The Board will act by February of each year, or as soon as possible thereafter, to establish the University's campus-initiated tuition rates for the next academic year. Setting campus-initiated tuition rates by February will permit students and their families to know in early spring what their tuition charges for the fall semester will be, assuming consistency between the actions of the Board of Governors and the General Assembly. Moreover, an institution is required to submit a one-time report at the end of the first full biennium following an approved campus-initiated tuition rate increase in order to confirm that the additional revenues were used as the Board intended in approving the campus request. This will ensure the accountability of a campus for its tuition proposals as well as enable the Board to maintain the University's accountability to the State.

5. Tuition Requests in Context of Long Range Plans

All proposals for campus-based tuition increases will include the campus' plan for other tuition increases for a prospective period of five years, including the year of the current application.

6. Individual Consideration of Campus Request

The Board will review each campus-based tuition request on an individual basis, within the context of the University's long range plan, the need for Board-initiated tuition increases, the state's economic environment, and the financial impact on students. The Board is obligated to exercise its discretion in granting, modifying or denying a campus request.

II. Establishing Fees.

The Board of Governors is responsible for establishing fees at the constituent institutions of the University consistent with the philosophy set forth in the North Carolina constitution. Fees will be charged only for limited, dedicated purposes and shall not be used to defray the costs of general academic and administrative operations of campuses, including academic programs and faculty and administrative salaries and benefits. Consistent with the above citation, the Board will make every effort to keep fees for students as low as possible while providing the revenues needed to support the purposes for which the fees are charged.

Each year, the Board establishes the fees listed below. All fees established shall be based upon the recommendation of the chancellor, the institutional Board of Trustees, and following his or her review, the President. Excluding the application fee charged to prospective students, all fees set by the Board are annual fees. Once an annual fee has been established, semester rates, summer rates, and part-time rates shall be established by the President. It is the policy of the Board to act no later than February of each year to establish fees for the following fall semester.

- 1. Although the General Assembly provides for most of the instructional costs of institutions through State appropriations, institutions traditionally rely entirely on student fees to finance a number of activities, services, and facilities. Institutional Boards of Trustees are required to weight the benefits of the activity, facility or service against the fee required to provide financial support. Orientation sessions for the Boards of Trustees will regularly include discussions of the process followed when establishing student fees.
 - A. Application Fee. An application fee shall be established for each institution. Specific programs within an institution may require an application fee different from the fee charged for most students and the Board may set different fees according to program needs.
 - B. General Fees. Fees generally applicable to all students shall be established by the Board of Governors. Four general fees are authorized: athletic fees, health services fees, student activity fees, and educational and technology fees.
 - C. Fees Related to the Retirement of Debt Incurred for Capital Projects. Fees generally applicable to all students that provide revenues for the retirement of debt shall be fixed by the Board of Governors at the time of the borrowing. Indebtedness fees may not include components for operations and maintenance but shall reflect the cost of servicing the debt at the coverage levels required in Board resolutions and other documents authorizing the debt. Changes in fees required subsequent to the issuance of the debt may be approved by the President upon the request of the chancellor. Indebtedness fees expire when the related debt is retired.
 - D. Special Fees. Fees applicable only to students engaged in particular activities or courses of study shall be established by the Board of Governors when needed. These fees will not be used to provide general academic revenues that will be provided for from campus-initiated tuition increases.
- 2. Each chancellor is authorized to establish miscellaneous service charges for such items as transcripts, diplomas, caps & gowns, special examinations, late registrations, and replacement of I.D. cards. A schedule of such charges shall be filed with the President prior to the beginning of each school year.²
- 3. The process for establishing fees shall be as follows:
 - A. In academic years ending in odd numbers (e.g., June 30, 2003, prior to the short session of the General Assembly in 2004), the process shall be initiated at the beginning of the fall semester and contain the following steps.
 - i. The Vice President for Finance shall issue instructions to the campus chancellors calling for them to initiate a review of fees.
 - ii. Each chancellor shall establish a fee review committee with representatives of all aspects of campus life, including, but not limited to, representatives from Business Affairs, Student Affairs, the Financial Aid Office, and the student body. The Committee shall conduct a complete review of student fees from a zero-based budgeting

²The Chancellor of the North Carolina School of Science and Mathematics shall transmit by July 1 of each year a schedule of service charges at that institution for approval by the President.

perspective and shall make recommendations to the chancellor for establishing fees effective with the upcoming fall semester. The review will include an examination of alternative resources, including available institutional reserves, to determine if other funding is available to provide the services in lieu of establishing the fee. The review will include a reassessment of the existing operating methods to ensure that operations are performed in a cost-effective manner. If the committee determines that an increase in a fee is needed, the committee shall attempt to decrease another fee so that the total cost of education for students does not increase. In order to ensure that all students are able to meet the increased cost of education, the university's financial aid officer, working with the committee, shall determine that sufficient financial aid is available, from whatever sources are possible.

- iii. The chancellor shall review the recommendations of the Committee and present recommendations to the Board of Trustees for review and approval. Before a chancellor makes recommendations to the Board of Trustees, the recommendations of the fee review committee will be shared with student government leaders so that students may inform the chancellor of their perspectives on the proposed changes.
- iv. The recommendations of the Board of Trustees will be forwarded to the President for review.
- v. When the review is completed, the President will present fee recommendations to the Budget and Finance Committee for consideration by the Board of Governors.

Each step in the process shall be an iterative and comprehensive review of the previous step, resulting in changes to the fee recommendations as deemed appropriate.

- B. In academic years ending in even numbers (e.g., June 30, 2004, prior to the long session of the General Assembly in 2005), fee increase proposals submitted by the institutional Board of Trustees to the President may be approved by the President if the increase provides only for the following:
 - i. Additional revenues equal to the amount required for funding compensation increases for fee-supported employees at a level equivalent to the previous years' compensation increases authorized by the General Assembly.
 - ii. Additional revenues for nonpersonnel items at a level equivalent to increases in the consumer price index.

If a campus requires other changes in fees in academic years ending in even numbers, the process that shall be followed is identical to that followed in academic years ending in odd numbers.

Student Involvement in Tuition and Fee Setting Process

Campus Name:
Date:
Campus Administrator Name:
Campus Administrator Title:
Campus Administrator Signature:
Student Body President Name:
Student Body President Signature:
Collaboration
Tuition and fee committee(s) established
Students were represented on the committee(s)
Student representatives were appointed by the Chancellor in consultation with the Student Body President
Committees were co-chaired by the Chief Academic Officer and/or Chief Student Affairs Officer or their designee along with the Student Body President and/or Student Senate President.
Inclusiveness Students on the tuition and fee committees were representative of student constituencies (for example, in-state, out-of-state, undergraduate, graduate, professional school, distance education, etc.)
Student involvement throughout the entire tuition and fee setting process
Student forums were conducted (at least two, one mid-day and one in the evening)
Transparency
Utilization of social media to reach out to students
Utilization of university listserv(s) and website
Timeliness
Process initiated and completed consistent with the UNC Policy (September 1 st through December 1 st)
Accountability
Inclusion of student involvement form in the institution's tuition and fee request packer submitted to the UNC System Office

Additional Information:

East Carolina University Tuition Proposal

Student Category	Current Tuition Rates	Proposed Increases	Proposed 2019-20 Tuition Rates	Proposed 2019-20 Percentage Increase
UG Resident- Cohort Prior to 2017-18	\$4,365	\$0	\$4,365	0%
UG Resident- Cohort 2017-18 and after	\$4,452	\$0	\$4,452	0%
UG Nonresident	\$20,729	\$0	\$20,729	0%
GR Resident	\$4,749	\$0	\$4,749	0%
GR Nonresident	\$17,898	\$0	\$17,898	0%
Dental	\$28,944	\$1,000	\$29,944	3.45%
Medical	\$20,252	\$0	\$20,252	0%

ECU School of Dental Medicine Tuition Proposal for Academic Year 2019-20

The ECU School of Dental Medicine proposes increasing tuition by \$1,000 for the 2019-20 academic year. This would increase tuition from \$28,944 to \$29,944. Even with this increase, ECU would still be in the lowest quartile of in-state tuition for all US Public Dental Schools. The table below based on the AY 2017 – 2018 report from American Dental Association shows annual tuition for the ECU SoDM and for our Peer Schools as designated by the UNC System Office. Data is for AY 17-18, the most recent year for which data comparison is available.

Dental School	1st Year Resident Tuition
Virginia Commonwealth University	\$37,401
University of Buffalo	\$35,130
University of Louisville	\$32,412
University of Missouri-Kansas City	\$31,579
East Carolina University	\$27,944

In-state tuition at UNC Chapel Hill School of Dentistry was \$35,833 for AY 17-18.

The ECU SoDM will use the estimated tuition revenue of \$190,665 per year to support a new position for a General Dentistry Faculty member. General Dentistry faculty make up the core of our faculty, and adding this position is consistent with our mission to educate leaders who will serve as primary care dentists in rural and underserved communities across the state of North Carolina. Consequently, the SoDM's educational and clinical care models focus on preparing graduates with robust skills as general dentists. To achieve this key objective, the SoDM's faculty must include a sizeable number of broadly skilled general dentists who can provide clinical supervision and mentorship for students, while also working with preclinical students as they develop their knowledge and skills in the Classroom, Technique Lab, and the Clinical Simulation lab.

The General Dentistry Faculty member will provide a much needed enhancement and support for the SoDM's cadre of General Practice Group Leaders and once trained may become a Group Leader. He or she will be able to function equally well as a key faculty member within the General Practice Groups, in the didactic setting, or in preclinical laboratories in Ross Hall.

Student Involvement

Student input was an important part of the review of tuition as well as the Electronic Textbook fee. On October 17, 2018, the Vice Dean and Associate Dean for Student Affairs convened an open forum to which all students were invited. Included in the meeting were the Chair of General Dentistry, the Assistant Dean for Dental Education and Informatics, and the Executive Director of Budget and Finance. During the meeting, the administrative representatives explained the overall process for requesting increases, the proposed tuition increase that would allow the SoDM to fully fund a new General Dentistry faculty position as well as the fee increase. The students asked several questions on both the tuition and fee increases and expressed support and appreciation for being included in the process.

East Carolina University Fees Paid by All Students

		Approved	P	roposed		Proposed	
	A	Annual Rates	Ch	anges for	Rat	tes For 2019-	
		For 2018-19	2	2019-20		20	% increase
General Fees							
SGA	\$	27.50	\$	-	\$	27.50	0.00%
Media		30.00		-		30.00	0.00%
Fine Arts		8.00		-		8.00	0.00%
Campus Recreation and Wellness		271.00		-		271.00	0.00%
Minges Operations		6.00		-		6.00	0.00%
Student Activity Programs		71.50		-		71.50	0.00%
Student Centers Operations		280.00		8.00		288.00	2.86%
Athletics Fee		723.00		50.00		773.00	6.92%
Student Health Fee		263.00		-		263.00	0.00%
Education and Technology Fee		395.00		8.00		403.00	2.03%
Total General Fees	\$	2,075.00	\$	66.00	\$	2,141.00	3.18%
D.L. O							
Debt Service	_	45.00	_	(45.00)			100 000/
Student Recreation Center	\$	15.00	\$	(15.00)		-	-100.00%
Athletic Facility Debt		70.00		-		70.00	0.00%
Student Union Center	Ļ	375.00		- (45.00)	_	375.00	0.00%
Total Debt Service	\$	460.00	\$	(15.00)	\$	445.00	-3.26%
Special Fees							
Campus Safety	\$	30.00	\$	-	\$	30.00	0.00%
TOTAL GENERAL STUDENT FEES & DEBT SERVICE	\$	2,565.00	\$	51.00	\$	2,616.00	1.99%
Miscellaneous Charges							
Transit	\$	158.00	\$	_	\$	158.00	0.00%
Graduation		12.00	١٣	_		12.00	0.00%
Association of Student Governments		1.00		_		1.00	0.00%
Total Miscellaneous Charges paid by all students	\$	171.00	\$		\$	171.00	0.00%
Total inicocharicous offarges paid by all students	"	17 1.00	Ψ	_	Ψ	17 1.00	0.0070
Total Fees Paid by Each Student	\$	2,736.00	\$	51.00	\$	2,787.00	1.86%

Fees Charged to all Students

	Current Annual Fee	2019-20 Proposed Annual	2019-20 Proposed Annual
		Change	Fee
Athletics	\$723	\$50	\$773
Education and Technology	\$395	\$8	\$403
Student Centers Operations	\$280	\$8	\$288
Student Recreation Center	\$15	(\$15)	\$0
Debt Service			

Proposed change in annual fees is \$51, or 1.99% of BOG Approved fees. Details are below.

• Athletics \$50 increase

- o Estimated revenue generated \$1,100,000.
- o Additional revenue will reduce the annual operating shortfall.
- o A three-year budget with three different scenarios- worse case, conservative, and best case was completed about 3 months ago. In the three-year conservative budget in FY 2020, we anticipate a \$5.2 million shortfall, if we do not receive a student fee increase. The budget projected an increase in expenses across the board by 3%, plus additional budget was added for facility repairs and filling some of the vacant positions. Additionally, we accounted for a change in NCAA regulations requiring trainers to be full time employees versus GA's. The increases beyond the 3% is about \$1 million.
- For revenue purposes, we were very conservative and budgeted for minimal increases in Pirate Club Support (\$50K annually) and ticket sales (\$100K annually) over the budgeted FY 2018-19. Another reason for the increased deficit is university support will be reduced from \$2.5 million to about \$600K in FY 2020.
 This is due to the depletion of capital resources that have been used for The Boneyard debt service.

Education and Technology \$8 increase

- Estimated revenue generated \$200,000.
- One component of a multi-year sustainable plan for the network.
- o The ECU network provides critical connectivity and is core to teaching and research. Our state-of-the-art network ensures the transmission and security of our information. In an ever-changing security environment, the tools we use ensure we have 99.9% uptime speed, quality, and multiple layers of protection. The full replacement of our network environment occurs annually over an 8-10-year cycle.
- To create this sustainable plan, we will reduce the cost of future network expenditures by only refreshing critical components thus extending the life of the equipment. We will reduce our annual computer lab upgrades by shifting a significant portion to FY 2021 thus extending the life of the computer lab equipment; and reduce the amount spent on college technology and classroom technology compared to FY 2018. Additionally, we will use approximately \$400,000 from the Education and Technology fund balance to meet campus needs in FY 2020.

• Student Centers Operations \$8 increase

- o Estimated revenue generated \$176,000.
- o In January 2019, Student Involvement & Leadership will be opening the second new facility in two years, the Main Campus Student Center. This will replace Mendenhall Student Center, at 110,000 square feet, with a new facility of 220,000 square feet. Utilities, staffing, operations, and maintenance cost will increase by an estimated \$700,000. This increase will cover a portion of the anticipated operating costs of this new facility.

• Student Recreation Center Debt Service \$15 decrease

o The final debt payment for the student recreation center will be paid in fiscal year 2018-19, therefore, the debt service fee can be eliminated, saving the students \$15 annually.

Fees not charged to all students

Special Fees

Special Fees	Curren	t Rate	hange quested	posed Rate
Application Fee-Undergraduate and Graduate	\$	75	\$ (15)	\$ 60

Miscellaneous Charges

Miscellaneous Charges	Curi	ent Rate	Change Requested		Proposed Rate	
Readmission Fee	\$	-	\$	35	\$	35
Dental Medicine Electronic Textbooks	\$	655	\$	233	\$	888

• Application Fee-Undergraduate

- o Current Fee \$75; Proposed Reduction of \$15; Proposed Rate \$60
- The purpose of the reduction is to attract additional applicants and align our fee structure with similarly tiered UNC System schools (UNC-Charlotte = \$60.00; UNC-Greensboro= \$65.00; and NC A&T = \$65.00).
- In 2017-18 the total app fee revenue was \$1,414,500 and at \$75 each, that would yield about 18,860 applicants. The reduction in app fee, projecting 18,000 applications, is a loss of revenue of \$270,000. ECU granted 5,283 fee waivers at a cost of \$396,225.
- These fees are the primary revenue source for the Undergraduate Admissions budget, both for personnel and operating expenses. For example, the total compensation (salaries and benefits) for Undergraduate Admissions supported by non-state dollars is \$1,137,223.
- o In order not to lose operational capacity, which would diminish recruitment efforts, and to sustain current personnel expense, the University will backfill the Undergraduate Admissions budget with recurring and non-recurring funds.

• Application Fee-Graduate

- Current Fee \$75; Proposed Reduction of \$15; Proposed Rate \$60
- The reduced rate will make recruiting efforts more competitive. Other application fees within our similarly tiered UNC System schools (UNC-Charlotte = \$75.00; UNC-Greensboro= \$65.00; and NC A&T = \$60.00).
- Within the 17 UNC System campuses, ECU's current graduate application fee is \$10 higher than the average graduate application fee.
- Lowering ECU's graduate application fee by \$15 is estimated to reduce revenues by \$86,000 per year.
- We will need to backfill the Graduate Admissions budget with recurring and non-recurring funds.

• Readmission Fee

- o New Fee \$35
- Students with a break of enrollment of more than one consecutive semester are required to submit a readmission application and a readmission fee.
- o The fee is designed to support the resources necessary to process related data. At the time of application for readmission, Undergraduate Admissions personnel review Banner data (e.g. last date of attendance and academic standing) and other data (e.g. campus safety and

Attachment I

conduct/judicial). Once there is verification the student is eligible to re-enroll, there is an examination of the academic record to determine if the student is eligible for readmission under the forgiveness policy. The student is then admitted as a regular admit or forgiveness admit. Although some campuses may charge the same level fee as new freshmen and new transfers, we recognize the level of effort supported by the fee isn't comparable for a readmit.

• Dental Electronic Textbooks

- o Current Fee \$655; Proposed Increase of \$233; Proposed Fee \$888
- The ECU School of Dental Medicine proposes an increase in the fee students pay for their electronic textbooks.
- ECU School of Dental Medicine has an integrated curriculum that uses problem-based learning and case-based learning that requires the searching of content in peer-reviewed books. The school has used a book list that includes medical volumes from several different important publishers. The school contracted with VitalSource Technologies to deliver digital versions of these textbooks in an interface that facilitates searching for integrated curricula. The booklist has changed since 2011, and the SoDM has covered the costs in excess of the current electronic textbook fee from other funds for several years. Unlike other digital book systems, these books are owned by the students and represent a dental practice library following graduation.
- Over the past 3 years, the booklist has largely stabilized and so we are now requesting an annual fee increase of \$233.
- o This brings the total a student pays for the books over 4 years to \$3,256. These books would cost over \$8,400 if purchased in paper.

Campus Living

2019-2020 Housing and Dining Increase Information

Housing Rates

	Cur	rent	Pro	oosed	Pro	prosed	Proposed	
	Anr	Annual Rate Annual Rate In		Increase for		Increase for		
	(18-	-19)	(19-	20)	19-2	20 (\$)	19-20 (%)	
College Hill Suites	\$	6,160.00	\$	6,390.00	\$	230.00	3.60%	
College Hill Suites Single (4 person)	\$	7,760.00	\$	7,990.00	\$	230.00	2.96%	
College Hill Suites Double (2 person)	\$	6,560.00	\$	6,790.00	\$	230.00	3.51%	
College Hill Suites Single (2 person)	\$	8,160.00	\$	8,390.00	\$	230.00	2.82%	
Scott Hall/Gateway Suites	\$	5,930.00	\$	6,160.00	\$	230.00	3.88%	
Scott/Gateway Suites Double (Private Bath)	\$	6,330.00	\$	6,560.00	\$	230.00	3.63%	
Scott/Gateway Suites Single	\$	7,530.00	\$	7,760.00	\$	230.00	3.05%	
Scott/Gateway Suites Single (Private Bath)	\$	7,930.00	\$	8,160.00	\$	230.00	2.90%	
Scott/Gateway Suites Designated Singles	\$	7,130.00	\$	7,360.00	\$	230.00	3.23%	
Renovated Residence Halls*	\$	5,770.00	\$	5,980.00	\$	210.00	3.64%	
Renovated Residence Hall Single	\$	7,370.00	\$	7,580.00	\$	210.00	2.85%	
Gateway Residence Hall 5th Floor	\$	5,844.00	\$	6,054.00	\$	210.00	3.59%	
Standard Residence Halls**	\$	5,520.00	\$	5,520.00	\$	-	0.00%	
Standard Residence Hall - Single	\$	7,120.00	\$	7,120.00	\$	-	0.00%	
CFJ Designated Singles	\$	6,720.00	\$	6,720.00	\$	-	0.00%	Avg Increase %
Standard Residence Hall - Triple	\$	4,446.80	\$	4,446.80	\$	-	0.00%	2.48%

^{*}Renovated Residence Halls include Fletcher, Tyler, Gateway (Traditional Rooms), White, Clement, Cotten & Greene

Justification: The above fee increase will help to offset increased cost of staffing due to legislation of the new minimum annual salary for permanent, full-time employees. The impacts of this legislation to Housing are \$284,320 for increases to employees with salaries below the threshold of \$31,200. There are an estimated \$95,000 of additional employee costs due to the impacts of compression on the salary structure of the department. This results in total impacts of almost \$380,000. Additional to these new full-time employee costs is an expected increase in student wages which will add an additional \$200,000 to the student wage line of the operating budget.

Dining Rates

	Current	Proposed	Proposed	Proposed
	Annual Rate	Annual Rate	Increase for	Increase for
	(18-19)	(19-20)	19-20 (\$)	19-20 (%)
Purple 60 (\$250 Pirate Bucks)	\$ 3,850.00	\$ 3,950.00	\$ 100.00	2.53%
Purple 40 (\$350 Pirate Bucks)	\$ 3,850.00	\$ 3,950.00	\$ 100.00	2.53%
Purple 20 (\$450 Pirate Bucks)	\$ 3,850.00	\$ 3,950.00	\$ 100.00	2.53%
Purple Flex (\$550 Pirate Bucks)	\$ 3,850.00	\$ 3,950.00	\$ 100.00	2.53%

Justification: The above fee increase represents an adjustment to reflect the increase related to increased food costs which are rising at just over 3% annually. Benefit costs for dining staff has risen greatly in the past year (over \$130,000) as a higher percentage of staff are choosing to accept the benefit package. The addition of several new food outlets in the new student center will also increase staffing costs for FY20 which results in increased operational expenses.

^{**}Standard Residence Halls include Legacy, Jones, Fleming, Jarvis, Umstead & Garrett

East Carolina University Department of Parking and Transportation Parking Fee Proposal FY19-20

- 1. On September 19, 2018, the Parking and Transportation Committee recommended a 2% increase for all currently existing flat lot permits for Fiscal Year 19-20.
- 2. New fees are being proposed for 2 new flat (surface) lot permit categories to allow commuting students access to main campus spaces during the evenings and weekends. In the past, all commuting permits were eligible to move onto campus during the evenings and weekends. With the loss of nearly 600 spaces due to construction on the core campus, the large number of commuter students trying to access the remaining, limited spaces created access issues for faculty trying to find space to park to teach evening classes, conduct research, or meet with students. It also affected music, theater and other large events, as well as access by emergency vehicles to campus. These new permits provide a means to better manage the limited space available for these mission critical operations.
- 3. The Student Center Garage will open by year end. Since it will not be available for the full academic year, the recommendation is to keep garage permit fees at the same level for the upcoming FY19-20 year.
- 4. The Student Center Garage contains 724 spaces, 15 of which are ADA accessible. Permit space allocations may be adjusted based on permit sales and actual usage. Allocations will be set to maximize efficiency.
- 5. The Student Center Garage will follow an operating plan similar to the former Mendenhall lot. The initial allocation will be faculty/staff (all access) permits (600 spaces) and hourly/visitor spots (124 spaces) available to students and visitors during the day. At 5:30 pm, evening student permits (500 spaces) will be allowed to park in the garage, along with hourly/visitor (124 spaces) and faculty/staff all-access permits (100 spaces). Special event space will be arranged through Parking and Transportation Services via the Central Reservations Office (CRO) process. Data will be collected, and modifications made as necessary to best utilize the spaces available with faculty/staff all access permits having priority.
- 6. Parking operations must be self-supporting. We are currently constructing and planning three garages with future plans for additional garages at the bottom of College Hill Drive and the Health Science Campus. Future garage plans will be determined through the upcoming master plan update process based on enrollment and staffing projections, as well as future building plans.

- 7. Fees are based on construction, operating and maintenance costs to insure a sustainable parking program, but also must match well with the market. Garage fees at other UNC institutions range from \$333 to \$1,731 per year. This places the proposed ECU garage fees below the midpoint for the UNC system. Local market rates for private parking lots in Greenville were also reviewed and our fees compare well. (See attached)
- 8. With fees set at these levels, Parking can pay the garage debt and operate and maintain the facility with reasonable fund balance available for future construction as ECU continues to grow. Five million was used for the Student Center Garage and another \$5 million may be needed for the Life Science and Biotechnology Building.
- 9. The fee structure proposed takes into consideration the loss of revenue of 450 A zone permits removed during the 30-month construction period for the Student Center Building and Garage. The Parking operation also has the expense of building new garage spaces at a cost of more than \$20,000 per space to replace the 450 surface lot spaces that were constructed at less than \$3,000 per space years ago. The construction cost of these surface spaces was already paid, and the spaces were earning the most revenue of any parking zone on campus.
- 10. The ECU Board of Trustees must approve all parking fees.
- 11. Parking fees proposed for all ECU parking permits and a comparison chart of UNC institutions and local market parking fees are attached.

Permit Fee Schedule 2019/2020	2% Proposed		
Permit Type	Usage Group	FY 18/19 Annual Fee	FY 19/20 Proposed Annual Fee
Terrine Type	Osage Group	11 10/13 Allildal I CC	Aimairee
Faculty/Staff Flat Lot Permits			
A1-Main Campus	Faculty/Staff	\$412	\$420
B1-Main Campus	Faculty/Staff	\$206	\$210
A3-Health Sciences Campus	Faculty/Staff	\$412	\$420
A5-Health Sciences Campus	Faculty/Staff	\$412	\$420
A7-Health Sciences Campus	Faculty/Staff	\$412	\$420
B3-Health Sciences Campus	Faculty/Staff	\$206	\$210
Resident Student Flat Lot Permits			
A2-College Hill Residence Halls	Student	\$412	\$420
B2-Main Campus Residence Halls	Student	\$206	\$210
D-Off Site Resident Student Parking	Student	\$302	\$308
Commuting Students			
C2-Main Campus-Minges	Student	\$137	\$140
B4-Health Sciences Campus	Student	\$206	\$210
Commuting Students-New			
C2A*	Student		\$240
B4A*	Student		\$300
*Commuter permits during day and A1	L access evenings/we	eekends	
Miscellaneous Parking Permits			
Reserved		\$549	\$560
Vendor/Contractor		\$206	\$210
Motorcycle		\$65	\$66
MC/with Pkg		\$36	\$37
Visitor/Guest Parking Per Hour		\$1	\$1
Student Center Garage			
24/7 Access	Faculty/Staff	\$720	\$720**
Students (Evening/Weekend Access			
Only)	Student	\$300	\$300**
Students (Commuter C/B4 Day			
Evening/Weekend Access Only	Student	\$400	\$400**
Hourly Visitor Lost Ticket Fee*		\$25	\$25
Visitor/Guest Parking Per Hour		\$1	\$1
**Approved by the Board in Novem	ber 2017 meeting w	ith no change proposed	

Price Comparison for North Carolina Institutions 2018

Permit Type	UNC-C	UNC-G	UNC-CH	UNC-W	NC State	ECU-Current	ECU 19-20
Deck	\$600	\$333-\$490	\$585-\$1731	\$410-\$595	\$1,215	\$720	\$720
Reserved	N/A	\$657	\$724-\$2309	\$635	\$1,215	\$549	\$560
Faculty/Staff-A Zone	\$450	\$193-\$490	\$490-\$1184	\$45-\$520	\$480	\$412	\$420
Faculty/Staff-B Zone	N/A	N/A	\$616-\$1494	N/A	\$480	\$206	\$210
Student/Resident-A Zone - College Hill	\$450	\$193-\$490	0\$340-\$776	\$350-\$410	\$235-\$370	\$412	\$420
Student-B Zone - Central/West End Campus	N/A	\$193-\$490	\$340-\$776	N/A	\$235-\$370	\$206	\$210
Commuter-Faculty/Staff	\$185-\$450	\$180-\$311	\$229-\$394	\$280	\$357	N/A	N/A
Commuter Student-Main Campus C2 Zone	\$185-\$450	\$193-\$490	\$229	\$280-\$315	\$66-\$395	\$137	\$140
Health Science Commuter-B4 Zone						\$206	\$210
Resident Remote Lot - D Zone	\$210	N/A	N/A	N/A	\$180-\$292	\$302	\$308
Motorcycle	\$115	\$59	\$188-\$398	N/A	\$74	\$65/\$36	\$66/\$37
Retired Faculty	N/A	N/A	N/A	N/A	\$39	B is Free	B is Free
Vendor	N/A	N/A	\$645-\$724	\$45	\$480	\$206	\$210

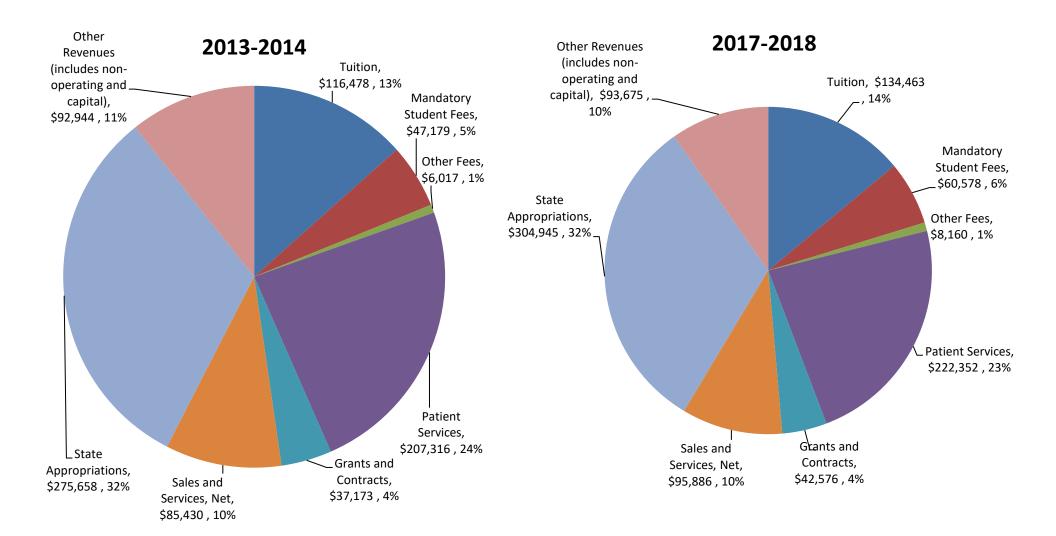
Greenville Leased Parking

Company	Location	Cost	Spaces Available	Notes
		4/		
Brody Company	Across from Sci Tech Bldg	\$600/yr		STUDENTS ONLY
Carolina Pregnancy Ctr	1012 Charles Blvd (next to Sheetz)	\$350/yr Aug-Aug	11 spaces	Application required - pick up from
	Hours: M-F 8:30-4:30; closed 12-1pm			office
Uptown Parking Deck	Downtown Greenville	\$312 per semester	129 spaces	
Jolly Roger	Corner of 14th St/Charles Blvd	\$250/semester		\$300/semester to include football games; Rental Agreement
10th St & Oak Street	One block from Elm Street	\$450/academic yr	84 assigned spaces	ntal Agreement www.pirateparking.cc
Boundary	Downtown	\$100/mo garage for residents		
Gather Uptown	Downtown	\$70/mo garage for residents		
		\$75/mo garage for residents \$50/mo lot		
University Edge/Dickenson Lofts	Downtown	for residents		

East Carolina University Total Revenues by Category (in millions) Comparing 2013-14 to 2017-18 (unaudited)

	2013-14	2017-18
Tuition	\$ 116,478	\$ 134,463
Mandatory Student Fees	\$ 47,179	\$ 60,578
Other Fees	\$ 6,017	\$ 8,160
Patient Services	\$ 207,316	\$ 222,352
Grants and Contracts	\$ 37,173	\$ 42,576
Sales and Services, Net	\$ 85,430	\$ 95,886
State Appropriations	\$ 275,658	\$ 304,945
Other Revenues (includes non-operating and capital)	\$ 92,944	\$ 93,675
Total Revenues	\$ 868,195	\$ 962,635

East Carolina University Totgal Revenues by Category Fiscal Years 2014 and 2018



East Carolina University Financial Aid and Debt Load AY 13-14 through AY 2017-18

	Re	sident Student	:S	Noi	n-Resident Students	
		Number	Percent	Total Non-		Percent
	Total Resident	Receiving Fin	Receiving Fin	Resident	Number Receiving	Receiving
Undergraduates	Students	Aid	Aid	Students	Fin Aid	Fin Aid
AY 2013-14	20,652	14,107	68.3%	2,773	1,779	64.2%
AY 2014-15	21,427	14,388	67.1%	2,777	1,809	65.1%
AY 2015-16	21,842	14,606	66.9%	2,891	1,865	64.5%
AY 2016-17	22,468	14,842	66.1%	2,977	1,913	64.3%
AY 2017-18	22,872	15,225	66.6%	2,833	1,825	64.4%
		Number	Percent	Total Non-		Percent
	Total Resident	Receiving Fin	Receiving Fin	Resident	Number Receiving	Receiving
Graduates	Students	Aid	Aid	Students	Fin Aid	Fin Aid
AY 2013-14	5,760	2,647	46.0%	826	461	55.8%
AY 2014-15	5,093	2,382	46.8%	763	430	56.4%
AY 2015-16	5,085	2,475	48.7%	769	432	56.2%
AY 2016-17	5,998	2,783	46.4%	874	456	52.2%
AY 2017-18	5,858	2,718	46.4%	839	441	52.6%
		All Students *				
		Number	Percent			
		Receiving Fin	Receiving Fin			
All Students	Total Students	Aid	Aid			
AY 2013-14	30,011	18,994	63.3%			
AY 2014-15	30,060	19,009	63.2%			
AY 2015-16	30,587	19,378	63.4%			
AY 2016-17	32,317	19,994	61.9%			
AY 2017-18	32,402	20,209	62.4%			

^{*} All Students is an unduplicated headcount for persons who enrolled for any number of credit hours during fall and spring and summer terms.

Debt Load of Graduating Students

Only includes debt that runs through Financial Aid (federal loans and alternate loans). It does NOT include private loans. Graduate debt includes any debt from undergraduate plus any new graduate debt.

	Only Thos	e Students With	Debt		
	Number	Dollars	Debt per Student	Total Number of Students Graduating	Percentage of Graduating Students with Debt
AY 2013-14					
Undergraduate	2,561	67,229,732	26,251	6,259	55%
Graduate	906	34,155,838	37,700	0,233	3370
AY 2014-15 Undergraduate	2,356	67,042,918	28,456	C 412	400/
Graduate	764	33,938,592	44,422	6,413	49%
AY 2015-16 Undergraduate Graduate	2,447 642	70,736,258 29,946,358	28,907 46,645	6,290	49%
AY 2016-17 Undergraduate Graduate	2,653 716	76,158,794 33,559,151	28,707 46,870	6,751	50%
AY 2017-18 Undergraduate Graduate	2,531 762	75,413,912 37,084,225	29,796 48,667	6,500	51%

^{*} Graduate Debt does not include the MD or the DDS populations of Brody School of Medicine or the School of Dental Medicine populations. Does include the Ph.D.

Approved Tuition and Fees 2018-19 Comparison for UNC System

	Uı	ndergrad	uat	e- Reside	nt			
								Rank of
								Tuition and
					Tot	al Tuition	Rank of	Fees
	Т	uition		Fees	а	nd Fees	Tuition	Combined
NC State University	\$	6,535	\$	2,360	\$	8,895	2	1
UNC School of the Arts	\$	6,497	\$	2,364	\$	8,861	3	2
UNC-Chapel Hill	\$	7,019	\$	1,738	\$	8,757	1	3
UNC Greensboro	\$	4,422	\$	2,796	\$	7,218	6	4
Appalachian State University	\$	4,242	\$	2,971	\$	7,213	7	5
East Carolina University	\$	4,452	\$	2,565	\$	7,017	4	6
UNC Asheville	\$	4,122	\$	2,880	\$	7,002	8	7
UNC Wilmington	\$	4,443	\$	2,557	\$	7,000	5	8
UNC Charlotte	\$	3,812	\$	3,041	\$	6,853	9	9
NC A&T State University	\$	3,540	\$	2,965	\$	6,505	11	10
NC Central University	\$	3,728	\$	2,619	\$	6,347	10	11
Winston-Salem State University	\$	3,401	\$	2,412	\$	5,813	12	12
Fayetteville State University	\$	2,982	\$	2,267	\$	5,249	13	13
Western Carolina University	\$	1,000	\$	2,777	\$	3,777	14	14
UNC Pembroke	\$	1,000	\$	2,416	\$	3,416	14	15
Elizabeth City State University	\$	1,000	\$	2,193	\$	3,193	14	16

Ranked High to Low

		Gradua	te- F	Resident				
								Rank of Tuition and
					Tot	al Tuition	Rank of	Fees
	1	Tuition		Fees	а	nd Fees	Tuition	Combined
UNC-Chapel Hill	\$	10,243	\$	1,716	\$	11,959	1	1
NC State University	\$	8,917	\$	2,360	\$	11,277	2	2
UNC School of the Arts	\$	8,796	\$	2,364	\$	11,160	3	3
UNC Greensboro	\$	5,219	\$	2,796	\$	8,015	4	4
Appalachian State University	\$	4,839	\$	2,971	\$	7,810	6	5
UNC Asheville	\$	4,914	\$	2,880	\$	7,794	5	6
NC A&T State University	\$	4,745	\$	2,965	\$	7,710	8	7
UNC Charlotte	\$	4,337	\$	3,041	\$	7,378	12	8
East Carolina University	\$	4,749	\$	2,565	\$	7,314	7	9
NC Central University	\$	4,740	\$	2,570	\$	7,310	9	10
UNC Wilmington	\$	4,719	\$	2,557	\$	7,276	10	11
Western Carolina University	\$	4,435	\$	2,777	\$	7,212	11	12
UNC Pembroke	\$	4,000	\$	2,416	\$	6,416	13	13
Winston-Salem State University	\$	3,872	\$	2,412	\$	6,284	14	14
Fayetteville State University	\$	3,438	\$	2,267	\$	5,705	15	15
Elizabeth City State University	\$	3,375	\$	2,193	\$	5,568	16	16

Ranked High to Low

	Undergraduat	te- I	Nonreside	nt		
	Tuition		Fees	Total Tuition and Fees	Rank of Tuition	
UNC-Chapel Hill	\$ 33,202	\$	1,738	\$ 34,940	1	1
NC State University	\$ 24,883	\$	2,360	\$ 27,243	2	2
UNC School of the Arts	\$ 22,640	\$	2,364	\$ 25,004	3	3
UNC Asheville	\$ 20,845	\$	2,880	\$ 23,725	4	4
East Carolina University	\$ 20,729	\$	2,565	\$ 23,294	5	5
UNC Greensboro	\$ 19,581	\$	2,796	\$ 22,377	6	6
Appalachian State University	\$ 19,049	\$	2,971	\$ 22,020	7	7
UNC Wilmington	\$ 18,508	\$	2,557	\$ 21,065	8	8
UNC Charlotte	\$ 17,246	\$	3,041	\$ 20,287	9	9
NC A&T State University	\$ 16,750	\$	2,965	\$ 19,715	10	10
NC Central University	\$ 16,435	\$	2,619	\$ 19,054	11	11
Fayetteville State University	\$ 14,590	\$	2,267	\$ 16,857	12	12
Winston-Salem State University	\$ 13,648	\$	2,412	\$ 16,060	13	13
Western Carolina University	\$ 5,000	\$	2,777	\$ 7,777	14	14
UNC Pembroke	\$ 5,000	\$	2,416	\$ 7,416	14	15
Elizabeth City State University	\$ 5,000	\$	2,193	\$ 7,193	14	16

Ranked High to Low

	Graduate-	No	nresident			
	Tuition		Fees	Total Tuition and Fees	Rank of Tuition	
UNC-Chapel Hill	\$ 27,454	\$	1,716	\$ 29,170	1	1
NC State University	\$ 25,405	\$	2,360	\$ 27,765	2	2
UNC School of the Arts	\$ 22,803	\$	2,364	\$ 25,167	3	3
UNC Asheville	\$ 21,236	\$	2,880	\$ 24,116	4	4
UNC Greensboro	\$ 18,937	\$	2,796	\$ 21,733	5	5
Appalachian State University	\$ 18,271	\$	2,971	\$ 21,242	7	6
UNC Wilmington	\$ 18,548	\$	2,557	\$ 21,105	6	7
UNC Charlotte	\$ 17,771	\$	3,041	\$ 20,812	9	8
East Carolina University	\$ 17,898	\$	2,565	\$ 20,463	8	9
NC A&T State University	\$ 17,395	\$	2,965	\$ 20,360	11	10
NC Central University	\$ 17,694	\$	2,570	\$ 20,264	10	11
Elizabeth City State University	\$ 16,437	\$	2,193	\$ 18,630	12	12
UNC Pembroke	\$ 15,274	\$	2,416	\$ 17,690	13	13
Western Carolina University	\$ 14,842	\$	2,777	\$ 17,619	14	14
Fayetteville State University	\$ 14,503	\$	2,267	\$ 16,770	15	15
Winston-Salem State University	\$ 13,987	\$	2,412	\$ 16,399	16	16

Ranked High to Low

				ΕA	AST CAROLINA	A UN	IIVERSITY											
		(Comparison of				Service Fees by U	INC :	system									
				ар	proved for acad	emic	year 2018-19				1							
																		<u> </u>
																		-
		R		R		R	Educational	R		R		R		R		R		R
		а		а		а	And	а		а		а		а	Total General	а		а
	Student	n	Athletic	n	Student	n	Technology	n		n	Total General	n	Debt	n	Fees and Debt	n	Transit	n
UNIVERSITY	Activity Fee	k	Fee	k	Health Fee	k	Fee	k	Safety Fee	k	Fees		Service Fee	k	Service	k	Fee	k
UNC - Charlotte	632.00	10	824.00	5	243.00	13	592.00	2	30.00		2,321.00	5	720.00	1	3,041.00	1	155.00	4
A mada abia a Otata Hairranit.	040.00	•	700.00	7	325.00	_	570.00	•	20.00		0.007.00		004.00		0.074.00	0	450.00	├
Appalachian State University	646.00	9	760.00	1	325.00	6	576.00	3	30.00		2,337.00	4	634.00	3	2,971.00	2	150.00	5
UNC - Asheville	768.00	1	830.00	4	368.00	4	490.00	7	30.00		2,486.00	1	394.00	10	2,880.00	4	77.00	12
ONC - Asheville	700.00	-	030.00	-	300.00	-	490.00		30.00		2,400.00		394.00	10	2,000.00	-	77.00	12
North Carolina A & T State University	714.25	3	845.00	3	338.50	5	449.06	8	30.00		2,376.81	2	588.00	4	2,964.81	3	81.00	11
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Western Carolina University	618.00	11	756.00	8	306.00	7	544.00	4	30.00		2,254.00	6	523.00	7	2,777.00	6	118.00	7
,																		
UNC - Greensboro	550.00	13	761.00	6	302.00	8	446.00	9	30.00		2,089.00	11	707.00	2	2,796.00	5	100.00	8
UNC - Wilmington	687.95	6	749.55	9	219.00	15	494.24	6	30.00		2,180.74	8	376.00	11	2,556.74	9	90.00	9
																		<u> </u>
East Carolina University	694.00	5	723.00	12	263.00	11	395.00	14	30.00		2,105.00	10	460.00	8	2,565.00	8	158.00	3
North Carolina Central University	476.40	45	847.00	_	267.66	_	100.45	40	30.00		2.049.21	40	570.00	_	0.040.04	7	86.00	40
North Carolina Central University	476.40	15	847.00	2	267.66	9	428.15	12	30.00		2,049.21	12	570.00	6	2,619.21	7	86.00	10
Winston Salem State University	530.70	14	745.00	11	267.00	10	416.46	13	30.00		1,989.16	13	423.00	9	2,412.16	11	55.00	13
Willston Salem State University	550.70	14	745.00	11	207.00	10	410.40	13	30.00		1,909.10	13	423.00	9	2,412.10	11	33.00	13
North Carolina State University	679.32	8	232.00	15	407.00	2	439.28	11	30.00		1,787.60	15	572.00	5	2,359.60	13	205.00	2
The tar Gardinia Grate Grand Grand	0.0.02		202.00						00.00		1,101100		0.2.00		2,000.00		200.00	_
North Carolina School of the Arts	748.00	2	-	16	882.00	1	704.00	1	30.00		2,364.00	3	-	15	2,364.00	12	121.00	6
UNC - Pembroke	679.84	7	747.52	10	190.00	16	528.91	5	30.00		2,176.27	9	240.00	13	2,416.27	10	0.00	
Fayetteville State University	565.00	12	718.00	13	237.00	14	382.00	15	30.00		1,932.00	14	335.00	12	2,267.00	14	0.00	Щ
	=		070.05	-	0== 0=	4.0	200.00	4.0	22.22		0.400.00			4-	0.100.00		2.55	ـــــــ
Elizabeth City State University	703.00	4	878.87	1	255.03	12	326.00	16	30.00		2,192.90	7	-	15	2,192.90	15	0.00	<u> </u>
UNC - Chapel Hill	397.97	16	279.00	1/	400.15	3	444.86	10	30.00		1,551.98	16	185.85	14	1,737.83	16	205.31	1
опо - спарет пії	381.81	10	219.00	14	400.15	J	444.80	10	30.00		1,001.98	10	100.85	14	1,131.83	10	200.31	
Ranked High to Low																+	+	\vdash
Training Flight to LOW					<u> </u>	Ц	I				i .		<u> </u>		i		<u> </u>	

Approved Tuition and Fees 2017-18 Comparison for ECU Peers

Unde	ergr	aduate- F	tesi	dent				
								Rank of
						Total		Tuition and
					1	Tuition	Rank of	Fees
		Γuition		Fees	aı	nd Fees	Tuition	Combined
Northern Illinois University	\$	9,413	\$	4,886	\$	14,299	7	1
Southern Illinois University-Carbondale	\$	8,950	\$	4,482	\$	13,432	8	2
Virginia Commonwealth University	\$	10,972	\$	2,284	\$	13,256	6	3
Central Michigan University	\$	12,093	\$	-	\$	12,093	1	4
Western Michigan University	\$	11,020	\$	923	\$	11,943	5	5
Ohio University-Main Campus	\$	11,896	\$	-	\$	11,896	2	6
University of South Carolina-Columbia	\$	11,462	\$	400	\$	11,862	3	7
University of Louisville	\$	11,068	\$	196	\$	11,264	4	8
Old Dominion University	\$	6,630	\$	3,420	\$	10,050	16	9
University at Buffalo	\$	6,670	\$	3,158	\$	9,828	15	10
University of Missouri-Kansas City	\$	8,340	\$	1,423	\$	9,763	10	11
Texas Tech University	\$	6,432	\$	2,428	\$	8,860	17	12
Wright State University-Main Campus	\$	8,730	\$	-	\$	8,730	9	13
East Tennessee State University	\$	6,888	\$	1,791	\$	8,679	13	14
University of North Dakota	\$	6,946	\$	1,501	\$	8,447	12	15
University of Southern Mississippi	\$	8,108	\$	110	\$	8,218	11	16
University of Nevada-Reno	\$	6,885	\$	774	\$	7,659	14	17
East Carolina University	\$	4,452	\$	2,691	\$	7,143	19	18
Florida International University	\$	4,721	\$	1,835	\$	6,556	18	19

Ranked High to Low

	Graduate- Resident													
						Total		Rank of Tuition and						
					1	Tuition	Rank of	Fees						
		Tuition		Fees	а	nd Fees	Tuition	Combined						
Western Michigan University	\$	14,310	\$	923	\$	15,233	1	1						
Southern Illinois University-Carbondale	\$	11,050	\$	4,159	\$	15,209	8	2						
Northern Illinois University	\$	11,904	\$	2,078	\$	13,982	6	3						
Wright State University-Main Campus	\$	13,880	\$	-	\$	13,880	2	4						
Virginia Commonwealth University	\$	11,466	\$	2,167	\$	13,633	7	5						
University at Buffalo	\$	10,870	\$	2,514	\$	13,384	9	6						
University of South Carolina-Columbia	\$	12,854	\$	400	\$	13,254	4	7						
Central Michigan University	\$	12,870	\$	-	\$	12,870	3	8						
University of Louisville	\$	12,246	\$	196	\$	12,442	5	9						
Old Dominion University	\$	9,168	\$	2,736	\$	11,904	11	10						
Florida International University	\$	8,912	\$	2,185	\$	11,097	13	11						
University of Missouri-Kansas City	\$	9,048	\$	1,339	\$	10,387	12	12						
East Tennessee State University	\$	8,244	\$	1,791	\$	10,035	14	13						
Ohio University-Main Campus	\$	9,444	\$	271	\$	9,715	10	14						
University of North Dakota	\$	7,688	\$	1,501	\$	9,189	16	15						
University of Southern Mississippi	\$	8,108	\$	110	\$	8,218	15	16						
Texas Tech University	\$	5,724	\$	2,125	\$	7,849	17	17						
East Carolina University	\$	4,749	\$	2,691	\$	7,440	19	18						
University of Nevada-Reno	\$	4,842	\$	625	\$	5,467	18	19						

Ranked High to Low

Source: IPEDS

Und	derg	raduate- N	onr	esident								
						Total		Tuition and				
					Tu	ition and	Rank of	Fees				
		Tuition		Fees		Fees	Tuition	Combined				
Virginia Commonwealth University	\$	29,824	\$	2,944	\$	32,768	2	1				
University of South Carolina-Columbia	\$	31,562	\$	400	\$	31,962	1	2				
Old Dominion University	\$	23,955	\$	3,945	\$	27,900	5	3				
University at Buffalo	\$	23,910	\$	3,158	\$	27,068	6	4				
Southern Illinois University-Carbondale	\$	22,374	\$	4,482	\$	26,856	9	5				
East Tennessee State University	\$	24,672	\$	1,791	\$	26,463	4	6				
University of Louisville	\$	26,090	\$	196	\$	26,286	3	7				
University of Missouri-Kansas City	\$	23,067	\$	1,423	\$	24,490	7	8				
Northern Illinois University	\$	18,931	\$	4,886	\$	23,817	13	9				
East Carolina University	\$	20,729	\$	2,691	\$	23,420	12	10				
Central Michigan University	\$	22,881	\$	-	\$	22,881	8	11				
University of Nevada-Reno	\$	20,766	\$	774	\$	21,540	11	12				
Ohio University-Main Campus	\$	21,360	\$	-	\$	21,360	10	13				
University of North Dakota	\$	18,546	\$	1,501	\$	20,047	14	14				
Florida International University	\$	16,529	\$	2,425	\$	18,954	16	15				
Texas Tech University	\$	16,224	\$	2,428	\$	18,652	17	16				
Wright State University-Main Campus	\$	17,608	\$	-	\$	17,608	15	17				
Western Michigan University	\$	13,776	\$	923	\$	14,699	18	18				
University of Southern Mississippi	\$	8,108	\$	2,110	\$	10,218	19	19				

Ranked High to Low

	Grad	uate- Non	resi	dent				
								Rank of
						Total		Tuition and
					Tu	ition and	Rank of	Fees
		Tuition		Fees		Fees	Tuition	Combined
Southern Illinois University-Carbondale	\$	27,624	\$	4,159	\$	31,783	3	1
Old Dominion University	\$	26,820	\$	3,156	\$	29,976	4	2
Western Michigan University	\$	28,900	\$	923	\$	29,823	1	3
University of South Carolina-Columbia	\$	27,968	\$	400	\$	28,368	2	4
Virginia Commonwealth University	\$	23,487	\$	2,827	\$	26,314	7	5
University of Louisville	\$	25,486	\$	196	\$	25,682	5	6
East Tennessee State University	\$	22,950	\$	1,791	\$	24,741	9	7
University at Buffalo	\$	22,210	\$	2,514	\$	24,724	10	8
University of Missouri-Kansas City	\$	23,067	\$	1,339	\$	24,406	8	9
Florida International University	\$	21,393	\$	2,809	\$	24,202	11	10
Wright State University-Main Campus	\$	23,578	\$	-	\$	23,578	6	11
Northern Illinois University	\$	20,473	\$	2,078	\$	22,551	13	12
University of North Dakota	\$	20,526	\$	1,501	\$	22,027	12	13
East Carolina University	\$	17,898	\$	2,691	\$	20,589	16	14
University of Nevada-Reno	\$	19,030	\$	625	\$	19,655	14	15
Central Michigan University	\$	18,942	\$	-	\$	18,942	15	16
Ohio University-Main Campus	\$	17,436	\$	271	\$	17,707	17	17
Texas Tech University	\$	13,068	\$	2,125	\$	15,193	18	18
University of Southern Mississippi	\$	8,108	\$	2,110	\$	10,218	19	19

Ranked High to Low

ECU Out-of-State Tuition and Fee Rates Compared to In-State and Out-of State Tuition and Fee Rates in Other States (2017-18 Rates)

	R	Resident			ECU																
UNDERGRADUATE		In-State Tuition and Fees		Tuition and Tuition and		Tuition and		Tuition and		Tuition and Tuition and		Tuition and		Tuition and Tuition and		Tuition and Tuition and		Tuition and		Out-of-State Tuition and	
New Jersey Resident		rees		rees		Fees															
Rutgers University	\$	14,638	\$	30,579	\$	23,420															
Maryland Resident																					
Towson University	\$	9,694	\$	22,140	\$	23,420															
University of Maryland	\$	10,399	\$	33,606	\$	23,420															
South Carolina Resident																					
University of South Carolina	\$	11,862	\$	31,962	\$	23,420															
Virginia Resident																					
Virginia Tech	\$	13,230	\$	31,014	\$	23,420															
Virginia Commonwealth University	\$	13,256	\$	32,768	\$	23,420															
George Mason University	\$	11,924	\$	34,370	\$	23,420															
James Madison University	\$	10,830	\$	27,230	\$	23,420															
West Virginia Resident																					
West Virginia University	\$	8,376	\$	23,616	\$	23,420															

	F	Resident				ECU		
CRADUATE	1	In-State	Non-Resident		State Non-Resident		-Resident Out-o	
GRADUATE	Tu	ition and	Tu	ition and	Tu	ition and		
		Fees		Fees		Fees		
New Jersey Resident								
Rutgers University	\$	18,984	\$	30,792	\$	20,589		
Maryland Resident								
Towson University	\$	9,504	\$	17,172	\$	20,589		
University of Maryland	\$	13,884	\$	28,122	\$	20,589		
South Carolina Resident								
University of South Carolina	\$	13,254	\$	28,368	\$	20,589		
Virginia Resident								
Virginia Tech	\$	15,072	\$	28,810	\$	20,589		
Virginia Commonwealth University	\$	13,633	\$	26,314	\$	20,589		
George Mason University	\$	14,480	\$	34,184	\$	20,589		
James Madison University	\$	11,352	\$	30,072	\$	20,589		
West Virginia Resident								
West Virginia University	\$	9,450	\$	24,390	\$	20,589		

Source: ipeds

Comparison of Cost of Attendance

UNDERGRADUATE	Stat	ident In- e Cost of endance	Non-Resident Cost of Attendance		Cost of State	
New Jersey Resident						
Rutgers University	\$	31,577	\$	47,518	\$	38,814
Maryland Resident						
Towson University	\$	26,308	\$	38,754	\$	38,814
University of Maryland	\$	26,491	\$	49,698	\$	38,814
South Carolina Resident						
University of South Carolina	\$	27,062	\$	47,162	\$	38,814
Virginia Resident						
Virginia Tech	\$	26,240	\$	44,024	\$	38,814
Virginia Commonwealth University	\$	30,804	\$	50,316	\$	38,814
George Mason University	\$	29,226	\$	51,672	\$	38,814
James Madison University	\$	26,122	\$	42,522	\$	38,814
West Virginia Resident						
West Virginia University	\$	23,228	\$	32,232	\$	38,814

GRADUATE	Sta	State Cost of Cost of Stat		State Cost of Cost of State Cost		Cost of		Cost of St		te Cost of
New Jersey Resident										
Rutgers University	\$	35,923	\$	47,731	\$	38,576				
Maryland Resident										
Towson University	\$	26,118	\$	33,786	\$	38,576				
University of Maryland	\$	29,976	\$	44,214	\$	38,576				
South Carolina Resident										
University of South Carolina	\$	28,454	\$	43,568	\$	38,576				
Virginia Resident										
Virginia Tech	\$	28,082	\$	41,820	\$	38,576				
Virginia Commonwealth University	\$	31,181	\$	43,862	\$	38,576				
George Mason University	\$	31,782	\$	51,486	\$	38,576				
James Madison University	\$	26,644	\$	45,364	\$	38,576				
West Virginia Resident										
West Virginia University	\$	23,572	\$	33,864	\$	38,576				

Source: www.collegetuitioncompare.com

Enrollment Summary Out-of-State Enrollment & Tuition Rate Fall 2014 - Fall 2018 Headcount

24	2014	2015	2016	2017	2018
Category		2010	20.0	2011	20.0
Undergraduate Students:					
On Campus	0.450	0.400	0.404	0.004	0.440
Full-Time	2,453	2,496	2,491	2,291	2,119
Part-Time	63	74	40	66	49
Total On Campus	2,516	2,570	2,531	2,357	2,168
Distance Education Only	F.4	44	04	07	00
Full-Time	54	41	21	27	30
Part-Time	45	80	83	85	121
Total DE Only	99	121	104	112	151
Total Undergraduate Out-of-State	2,615	2,691	2,635	2,469	2,319
Graduate Students:					
On Campus					
Full-Time	340	353	350	326	298
Part-Time	29	39	22	30	41
Total On Campus	369	392	372	356	339
Distance Education Only					
Full-Time	31	30	53	72	69
Part-Time	223	222	267	236	248
Total DE Only	254	252	320	308	317
Total Graduate	623	644	692	664	656
Undergraduate					
On Campus	\$ 19,156	\$ 19,731	\$ 20,323	\$ 20,729	\$ 20,729
Distance Education (per SCH)	\$ 647	\$ 667	\$ 687	\$ 700	\$ 700
Graduate					
On Campus	\$ 16,540	\$ 17,036	\$ 17,547	\$ 17,898	\$ 17,898
Distance Education (per SCH)	\$ 811	\$ 835	\$ 860	\$ 877	\$ 877

	EAST CAROLINA UNIVE TUITION	RSITY				
		Approved	Approved	Approved	Approved	Approved
		2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Resident		3,959	4,157	4,365	4,452	4,452
	duate	4,223	4,434	4,656	4,749	4,749
	A/MBA (Differential)	6,473	6,684	6,906	6,999	6,999
	N (differential- per credit hour charge)	6,023	6,684	6,906	6,999	6,999
	in CSDI (differential- per credit hour charge)	5,723	5,934	6,156	7,749	7,749
)/PhD (differential- per credit hour charge)	6,023	6,234	6,456	7,149	7,149
	OT (differential- per credit hour charge)	4,783	5,834	6,056	6,149	6,149
	(differential- per credit hour charge)	4,923	5,134	5,356	5,449	6,829
PA S	Studies (differential- per credit hour charge)	5,525	8,371	8,593	8,686	8,686
Doc	tor of Nursing (differential-per credit hour charge)	6,023	6,684	6,906	6,999	6,999
Mas	ster's of Public Health (MPH)-(differential- per credit hour charge)	6,023	6,234	6,456	6,549	6,549
Mas	ster's of Social Work-(differential- per credit hour charge)	4,835	5,046	5,268	5,361	5,361
PhD	in Nursing-(differential- per credit hour charge)	6,023	6,684	6,906	6,999	6,999
Pos	t Master's in Master's of Nursing-(differential- per credit hour charge)	6,023	6,684	6,906	6,999	6,999
Non-Resident		19,156	19,731	20,323	20,729	20,729
Gra	duate	16,540	17,036	17,547	17,898	17,898
MSA	A/MBA (Differential per credit hour charge)	18,790	19,286	19,797	20,148	20,148
	N (differential- per credit hour charge)	18,340	19,286	19,797	20,148	20,148
	in CSDI (differential- per credit hour charge)	18,040	18,536	19,047	20,898	20,898
	PhD (differential- per credit hour charge)	18,340	18,836	19,347	20,598	20,598
	OT (differential- per credit hour charge)	17,100	18,436	18,947	19,298	19,298
	「(differential- per credit hour charge)	17,240	17,736	18,247	18,598	19,978
	Studies (differential- per credit hour charge)	17,842	20,973	21,484	21,835	21,835
	tor of Nursing (DE program only- per credit hour charge)	18,340	19,286	19,797	20,148	20,148
	ster's of Public Health (MPH)-(differential- per credit hour charge)	18,340	18,836	19,347	19,698	19,698
Mas	ster's of Social Work-(differential- per credit hour charge)	17,152	17,648	18,159	18,510	18,510
	in Nursing-(differential- per credit hour charge)	18,340	19,286	19,797	20,148	20,148
	t Master's in Master's of Nursing-(differential- per credit hour charge)	18,340	19,286	19,797	20,148	20,148
School of Dental N	Medicine	24,429	25,861	26,851	27,944	28,944
School of Medicine	e	16,576	17,937	18,159	20,252	20,252

EAST CAROLINA UI	NIVERSITY				
	Approved	Approved	Approved	Approved	Approved
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
MANDATORY STUDENT FEES:					
GENERAL FEES:					
SGA	27.50	27.50	27.50	27.50	27.50
MEDIA	30.00	30.00	30.00	30.00	30.00
FINE ARTS	8.00	8.00	8.00	8.00	8.00
CAMPUS RECREATION AND WELLNESS	226.00	226.00	226.00	251.00	271.00
MINGES OPERATIONS	6.00	6.00	6.00	6.00	6.00
STUDENT ACTIVITY PROGRAMS	71.50	71.50	71.50	71.50	71.50
STUDENT CENTERS OPERATIONS	230.00	230.00	230.00	255.00	280.00
ATHLETIC FEE	631.00	661.00	696.00	723.00	723.00
STUDENT HEALTH FEE	235.00	244.00	255.00	263.00	263.00
EDUCATION AND TECHNOLOGY FEE	342.00	362.00	382.00	395.00	395.00
TOTAL GENERAL STUDENT FEES	1,807.00	1,866.00	1,932.00	2,030.00	2,075.00
DEBT SERVICE					
STUDENT REC. CENTER	15.00	15.00	15.00	15.00	15.00
ATHLETIC FACILITY DEBT	70.00	70.00	70.00	70.00	70.00
NEW STUDENT UNION (phased fee)	133.00	283.00	425.00	375.00	375.00
TOTAL DEBT SERVICE	218.00	368.00	510.00	460.00	460.00
TOTAL GENERAL STUDENT FEES & DEBT SERVICE	2,025.00	2,234.00	2,442.00	2,490.00	2,535.00
SPECIAL FEES CAMPUS SAFETY FEE		30.00	30.00	30.00	30.00
TOTAL SPECIAL FEES	-	30.00	30.00	30.00	30.00
MISCELLANEOUS CHARGES					
TRANSIT (Not approved by BOG, but charged to all students)	146.00	146.00	146.00	158.00	158.00
GRADUATION (Not approved by BOG, but charged to all students)	12.00	12.00	12.00	12.00	12.00
ASSOCIATION OF STUDENT GOVERNMENTS (Approved by BOG)	1.00	1.00	1.00	1.00	1.00
TOTAL MISCELLANEOUS CHARGES PAID BY ALL STUDENTS	159.00	159.00	159.00	171.00	171.00
Total Fees Paid by Each Student	2,184.00	2,423.00	2,631.00	2,691.00	2,736.00

EAST CAROLINA U	JNIVERSITY				
MISCELLANEOUS CHARGES, SPECIAL AND APPLIC	ATION FEES (CHAR	GED ONLY IF	APPLICABLE	i)	
	Approved	Approved	Approved	Approved	Approved
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
APPLICATION FEES					
APPLICATION FEE UNDERGRAD	70.00	70.00	70.00	75.00	75.00
APPLICATION FEE GRAD	70.00	70.00	70.00	75.00	75.00
APPLICATION FEE MEDICAL SCHOOL	70.00	70.00	70.00	75.00	75.00
APPLICATION FEE- HOUSING 1ST TIME APPLICANTS	100.00	100.00	100.00	100.00	100.00
STUDY ABROAD APPLICATION	75.00	75.00	75.00	75.00	75.00
APPLICATION FEE DENTAL	80.00	80.00	80.00	80.00	80.00
SPECIAL FEES					
PRIVATE MUSIC (PER CR. HOUR)					
Applied Music Classes (private only charge fee beg 2011-12)	35.00	35.00	35.00	35.00	35.00
MISCELLANEOUS CHARGES:					
TRANSCRIPT	7.00	7.00	7.00	7.00	7.00
IMMUNIZATION ADMINISTRATIVE FEE					100.00
ENROLLMENT AND DEGREE VERIFICATION FEE				8.00	8.00
SPECIAL PROCESSING FEE FOR FAX TRANSCRIPT	5.00	5.00	5.00	5.00	5.00
RETURNED CHECK	25.00	25.00	25.00	25.00	25.00
LATE PAYMENT	25.00	25.00	25.00	25.00	25.00
STUDENT PARKING	120 to 360	120 to 360	132-396	135-404	138-412
GRADUATE ORIENTATION FEE					25.00
ORIENTATION (Transfer face to face sessions added FY 2013-14)	100.00	100.00	100.00	155.00	155.00
ORIENTATION- transfer online		20.00	20.00	20.00	20.00
MISCELLANEOUS CHARGES:					
P.E. SCUBA					
EXSS 2278	250.00	250.00	250.00	250.00	250.00
EXSS 3278	400.00	400.00	400.00	400.00	400.00
EXSS 4278	500.00	500.00	500.00	500.00	500.00
EXSS 5278	450.00	450.00	450.00	450.00	450.00
NURSE PRACTICUM	.00.00	.30.00		. 55.55	.00.00
Undergraduates	125.00	175.00	175.00	175.00	175.00
Graduates	150.00	150.00	150.00	150.00	150.00

EAST CAROLINA UNIVERSITY MISCELLANEOUS CHARGES, SPECIAL AND APPLICATION FEES (CHARGED ONLY IF APPLICABLE)

	Approved	Approved	Approved	Approved	Approved
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
CLINICAL SKILLS EDUCATION/ASSESSMENT PROGRAM					
Allied Health Students, Nursing, Medical Students, Dental	95.00	95.00	95.00	95.00	95.00
NURSING MIDWIFERY INSURANCE- ONLY CHARGE OUR COST- APPROVED @ HIGHER RATI	525.00	725.00	725.00	725.00	725.00
REMEDIAL MATH (based on PCC rate)					
MATH 0045, 0001	216.00	216.00	228.00	228.00	228.00
ENGINEERING PROGRAM FEE				300.00	300.00
COLLEGE ALC					
online education program for infractions	7.50	7.50	7.50	7.50	7.50
EXSS 1000					
Golf EXSS 1120	35.00	35.00	35.00	35.00	35.00
Bowling EXSS 1139	35.00	35.00	35.00	35.00	35.00
Ice Skating EXSS 1001	100.00	100.00	100.00	100.00	100.00
Co-Op Fee		300.00	300.00	300.00	300.00
Dental School Fees					
Student Organization Fee		60.00	60.00	60.00	60.00
Dental Housing		1,200.00	1,200.00	1,200.00	1,200.00
Dental Comp Risk Management Fee	150.00	150.00	150.00	150.00	150.00
Dental Disability Insurance	60.00	0.00	0.00	0.00	0.00
Dental Materials (approved as a Special Fee)	75.00	75.00	75.00	75.00	75.00
Dental Electronic Textbooks	655.00	655.00	655.00	655.00	655.00
Dental Instrument Lease (approved as Special Fee)	3,525.00	3,525.00	3,525.00	3,525.00	3,525.00
ASDA Fee	150.00	105.00	105.00	110.00	110.00
Dental-Preclinical Educational Materials Fee- 1st year students				225.00	225.00
Dental-Preclinical Educational Materials Fee- 2nd year students				300.00	300.00
Dental-Preclinical Educational Materials Fee- 3rd year students					360.00
Total Dental School Fees	4,615.00	5,770.00	5,770.00	6,300.00	6,660.00

EAST CAROLINA UNIVERSITY						
HOUSING AN	D DINING FEES					
	Approved	Approved	Approved	Approved	Approved	
	2014-2015	2015-16	2016-17	2017-2018	2018-2019	
HOUSING & FOOD SERVICES:						
HOUSING (double occupancy)						
Standard Rate	4,910.00	5,060.00	5,210.00	5,366.00	5,520.00	
College Hill Suites (CHS)	5,480.00	5,640.00	5,810.00	5,985.00	6,160.00	
Scott Hall	5,270.00	5,430.00	5,590.00	5,758.00	5,930.00	
Newly Renovated Residence Halls	5,120.00	5,280.00	5,440.00	5,604.00	5,770.00	
FOOD SERVICES						
Pirate 20 with \$450 in Pirate Bucks	3,600.00	3,700.00	3,800.00	3,800.00	3,850.00	
Pirate 40 with \$350 in Pirate Bucks	3,600.00	3,700.00	3,800.00	3,800.00	3,850.00	
Pirate 60 with \$250 in Pirate Bucks	3,600.00	3,700.00	3,800.00	3,800.00	3,850.00	
40 commuter meal plan	1,230.00	1,260.00	1,260.00	1,260.00	1,260.00	
80 commuter meal plan	1,540.00	1,620.00	1,620.00	1,620.00	1,620.00	
120 commuter meal plan	1,950.00	1,990.00	1,990.00	1,990.00	1,990.00	

EAST CAROLINA UNIVERSITY TUITION AND FEES FOR RESIDENT UNDERGRADUATE Prior to 2017-18 Cohorts PROPOSED

	Approved	Proposed	Percentage
	Tuition and	Tuition and	Change
	Fees 2018-19	Fees 2019-20	
Tuition Resident Undergraduate	\$4,365	\$4,365	0.00%
Total General Fees	2,075	2,141	3.18%
Total Tuition and General Fees	\$6,440	\$6,506	1.02%
Total Special Fees	30	30	0.00%
Total Debt Service Fees	460	445	-3.26%
Total Tuition, General and Debt Service Fees Paid by Resident Undergraduate	\$6,930	\$6,981	0.74%
Miscellaneous Fees	171	171	0.00%
Total Tuition and Fees Paid by Resident Undergraduate	\$7,101	\$7,152	0.72%

TUITION AND FEES FOR RESIDENT UNDERGRADUATE 2017-18 and After Cohorts PROPOSED

	Approved	Proposed	Percentage
	Tuition and	Tuition and	Change
	Fees 2018-19	Fees 2019-20	
Tuition Resident Undergraduate	\$4,452	\$4,452	0.00%
Total General Fees	2,075	2,141	3.18%
Total Tuition and General Fees	\$6,527	\$6,593	1.01%
Total Special Fees	30	30	0.00%
Total Debt Service Fees	460	445	-3.26%
Total Tuition, General and Debt Service Fees Paid by Resident Undergraduate	\$7,017	\$7,068	0.73%
Miscellaneous Fees	171	171	0.00%
Total Tuition and Fees Paid by Resident Undergraduate	\$7,188	\$7,239	0.71%

TUITION AND FEES FOR NONRESIDENT UNDERGRADUATE

PROPOSED

TROTOSED			
	Approved	Proposed	Percentage
	Tuition and	Tuition and	Change
	Fees 2018-19	Fees 2019-20	
Tuition Nonresident Undergraduate	\$20,729	\$20,729	0.00%
Total General Fees	2,075	2,141	3.18%
Total Tuition and General Fees	\$22,804	\$22,870	0.29%
Total Special Fees	30	30	0.00%
Total Debt Service Fees	460	445	-3.26%
Total Tuition, General and Debt Service Fees Paid by Nonresident Undergraduate	\$23,294	\$23,345	0.22%
Miscellaneous Fees	171	171	0.00%
Total Tuition and Fees Paid by Nonresident Undergraduate	\$23,465	\$23,516	0.22%

TUITION AND FEES FOR RESIDENT GRADUATE PROPOSED

	Approved	Proposed	Percentage
	Tuition and	Tuition and	Change
	Fees 2018-19	Fees 2019-20	
Tuition Resident Graduate	\$4,749	\$4,749	0.00%
Total General Fees	2,075	2,141	3.18%
Total Tuition and General Fees	\$6,824	\$6,890	0.97%
Total Special Fees	30	30	0.00%
Total Debt Service Fees	460	445	-3.26%
Total Tuition, General and Debt Service Fees Paid by Resident Graduate	\$7,314	\$7,365	0.70%
Miscellaneous Fees	171	171	0.00%
Total Tuition and Fees Paid by Resident Graduate	\$7,485	\$7,536	0.68%

TUITION AND FEES FOR NONRESIDENT GRADUATE PROPOSED

	Approved	Proposed	Percentage
	Tuition and	Tuition and	Change
	Fees 2018-19	Fees 2019-20	
Tuition Nonresident Graduate	\$17,898	\$17,898	0.00%
Total General Fees	2,075	2,141	3.18%
Total Tuition and General Fees	\$19,973	\$20,039	0.33%
Total Special Fees	30	30	0.00%
Total Debt Service Fees	460	445	-3.26%
Total Tuition, General and Debt Service Fees Paid by Nonresident Graduate	\$20,463	\$20,514	0.25%
Miscellaneous Fees	171	171	0.00%
Total Tuition and Fees Paid by Nonresident Graduate	\$20,634	\$20,685	0.25%

Health Sciences Committee November 1, 2018

- Minutes from the September 6, 2018 meeting were approved.
- For the Health Sciences Division update, Dr. Stacy announced:
 - East Carolina University and Vidant Medical Center have been selected as a site for a
 national trauma research network for the U.S. Department of Defense. Our local site is the
 network's only site in North Carolina and the only rural site in the system.
 - Dr. Sylvia Brown, the dean of our College of Nursing, was recently inducted as a Fellow into nursing education's most prestigious organization – the National League for Nursing's Academy of Nursing Education – placing her among the nation's most respected nurse educators.
 - When Hurricane Florence brought devastation to the Carolinas, students, faculty and alumni from across our university made sure they were in position to serve the region's patients and storm victims not just in the immediate aftermath of the storm, but for the months and years ahead. Those efforts are ongoing, as our community continues pursue ways to aid the region's storm victims through donation drives and countless volunteer hours.
 - The American Dental Education Association announced that the ECU School of Dental Medicine is a recipient of the 2019 William J. Gies Award for Vision, Innovation and Achievement, in the Innovation category. The school earned the honor for its eight state-of-the-art service-learning centers in rural and underserved communities across North Carolina, where dental students and residents can hone their skills.
 - A third-year student at the ECU School of Dental Medicine has been named presidentelect of the Student National Dental Association (SNDA). Akeadra Bell will spend the next year learning the organization's operations, policies and programs in preparation to become SNDA national president next year. The SNDA was established over 40 years ago to promote, aid and support the academic and social environment of minority students.
 - o In 2013, 80 percent of the nation's medical schools applied for \$1 million in grant funding through the American Medical Association's Accelerating Change in Medical Education initiative. Brody was one of only 11 medical schools nationwide to be awarded funding under the AMA program, which aims to bridge the gap between how future physicians are trained and how health care is delivered. The AMA recently announced that it would be extending the successful initiative beyond its original five-year plan, which will give ECU and Brody a significant role to play in shaping the future of medical education.

ECU BOT Health Sciences Committee Action:

Action Items from closed session to be announced in open session:

Closed Session Minutes from the September 6, 2018 meeting were approved.

BOT Attendees:

Deborah Davis (Committee Chair)
Edwin Clark (Committee Member)
Mark Copeland (Committee Member)
Kel Normann (Committee Member)
Bob Plybon (Committee Member)
Jason Poole (Committee Member)

Leigh Fanning Max Joyner Fielding Miller Kieran Shanahan Jordan Koonts Vince Smith

University Affairs Committee- East Carolina University Board of Trustees

Board Members Attending: Full Board Attendance

Academic Affairs – Ron Mitchelson

- Student Credit Hours Ron talked about the UNC Policy Manual regarding student credit hours. ECU is in a good place for degree programs requiring 120 SCH to graduate. ECU has two exceptions (BS Engineering and BS Nursing). For both, there is a request to have this be at 125 SCH. NC State is doing the same thing for Nursing at 125 hours. For engineering it is one degree with multiple concentrations.
 - o MOTION
- Conferral of Degrees 2,406 students have applied to earn degrees this fall. This includes 1,716 Undergraduates and 690 Graduates.
 - o MOTION
- Honors College Dean David White, joined by Honors College staff
 - o Currently admitting 200 scholars annually include 20 EC Scholars each year.
 - o Each EC Scholar receives \$63,000 and is ECU's most prestigious merit scholarship
 - o Academic Mentorship is another a huge component of the Honors College.
 - Todd Fraley talked about the unique curriculum for the Honors College including study abroad experiences, internships/fellowships and the Signature Honors Project.
 - O The freshman colloquia, Honors 2000, are interdisciplinary teams and they work with the community about solving real problems. At the end, presentations are given about what the problem is and what solutions exist. This course leads to Honors 3000 and moves them toward Lean Launchpad pushes students outside the box and break down the idea that they know everything. The students receive the same type of relentless feedback that an employer will give them in the real world.
 - The Honors College students are graduating from ECU and going to places like Michigan, Berkley, and Stanford for grad school.
 - o ECU Honors had its largest applicant pool this past year, which allows us to be more selective. We are becoming more competitive across the state and the region.

Research, Economic Development and Engagement (REDE) – Jay Golden

- Jay talked about the financial plan for research at ECU. In FY 2017-18, Sponsored Awards from ECU are at \$97,246,213, which is a bit lower, but not unexpected. Subcontracts don't count toward our number and ECU typically has the highest amount of subcontracts.
- We are seeing an expected track of 49% growth in expenditures reported to NSF, which would make us by percentage of growth among the highest growers in the country.
- After a record breaking year last year, we are doing great things in the first 90 days of FY 18 19. In fact we have seen great results already for things like sponsored awards and research awards are already done in the first 90 days.
- ECU is starting a new office of National Security and Industry Initiatives with Keith Wheeler as the leader of this new office.
- Jay said there are great things that we are doing at ECU and Greenville and we need to be better at banging that drum loudly to let people know.

- Jay asked the Board to approve the concept plan to move forward with For Profit Venture Funds. The board gave approval to proceed and Jay will report back to the Board with progress.
- **Student Presentations** One of ECU's goals was to double mentored undergraduate research experiences. Jay introduced two amazing ECU students to present on their work related to Capture 180 which is a competition.
 - o One student, a sophomore, presented on "How are dietary fatty acids regulating spermatogenesis?"
 - o The second student presented on "More PEAS Please: Can Food-Based Learning Improve Preschoolers Vegetable Intake?" These students are the best example of why undergraduate research is so important.

DATE: October 15, 2018

TO: ECU Board of Trustees

FROM: Ron Mitchelson, Provost and Senior Vice Chancellor for Academic Affairs

SUBJECT: Exception Requests to 120-Credit-Hour Policy for Undergraduate Degrees

Dear Board of Trustees:

In January 2018 the UNC Board of Governors amended their policies and regulations on Fostering Undergraduate Student Success, as detailed in the UNC Policy Manual, chapter 400.1.5 and 400.1.5[R]. One resulting mandate is that all four-year baccalaureate degree programs require no more than 120 semester credit hours, unless an exception is granted by the institution's Board of Trustees and the UNC Board of Governors.

To comply with this new policy, ECU has been working to reduce undergraduate program credit hours and to determine whether any programs require an exception. After deliberation across all ECU colleges and schools, only two programs (of approximately 35 with excess hours in February 2018) are making a request for exception: the BSN in nursing and the BS in engineering.

The BSN in nursing is requesting a minimum requirement of 125 semester credit hours to avoid negative impact on the program's ability to meet national standards and graduate well-prepared nurses in an increasingly demanding workforce. ECU is committed to high-level, quality education that prepares students to pass the national registered nurse (RN) licensure exam and allows graduates to engage in everyday life and death situations. Eight UNC institutions have prepared a joint memo to petition the UNC Board of Governors for an exception; each institution will submit the joint memo with their request.

The BS in engineering also is requesting a minimum requirement of 125 semester credit hours. The 125-hour request represents a reduction of 3 credit hours to place ECU in a competitive position with other UNC institutions, as requested by the ECU Academic Council. This reduction was accomplished by using one required math course as a general education elective, in accordance with ECU policy. Three UNC institutions (ECU, NCSU, and WCU) of five total are requesting credit hour exceptions.

We respectfully request approval of these requests for exception for the BSN in nursing and the BS in engineering. Upon approval, we will submit our requests to the UNC Board of Governors for final decision.

NAMING PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES

Chris Buddo					
Name of Orig	ginator				
College of Fine Art	ts and Communication	252-328	J-1283		buddoj@ecu.edu
Department/I			Phone		Email
Proposed Na	me(s) to Honor: Dv	vight M. Holland	1		
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audeu	· ·	11440 OII 107.37203	° NC		27205
Address:	Ashboro City		State		Zip
Addicss.	City		State		2. ip
Telephone: _	336-629-36	77		Retire	
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Relationship	to the University:	Donor			
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PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES TO NAME A FACILITY OR ACTIVITY

ROUTING SHEET

Received Action Chair's Signature Comments	Forwarded or returned/	Date Date
Received Action Chair's Signature Comments Board of Trustees: Received	Forwarded or returned_	Date
Received Action Chair's Signature Comments Board of Trustees: Received	Forwarded or returned_	Date
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Chancellor's Office:		
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3048 Old Cox Road Asheboro, NC 27205

Jan. 19, 2002

Ms Carolyn Harmon Director Of the Chancellor's Society Office for Institutional Advancement East Carolina University Greenville, NC 27858-4353

Dear Ms Harmon:

Please find the enclosed form but I am not sure that I really fit the criteria for the Chancellor's Society, although it would be an honor to have such membership.

I own a collection of contemporary ceramics which I have made arrangements to give to the Ceramics Department of the School of Art. I have signed the appropriate papers plus the School is named in my will, along with future funds to support the collection. The collection has a value between \$300,000.00 to \$500,000.00 and I add about \$5,000.00 of work each year to the collection.

This past year I have given over \$20,000.00 of ceramics to the School. I change out the exhibit twice a year. 2002 I will again give them a collection of work although we have not decided what that will be. My plans are to make a donation each year but the value of the work will vary. Eventually, the East Carolina University will have all of the work plus part of my estate to support the work. I hope that this does not happen tomorrow but It will happen.

I hope this explains how I will be giving to the University. Please note that I am a graduate of the University of Chapel Hill, not East Carolina.

Sincerely,

Dwight M. Holland

1/29/02

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School of Art

East Carolina University
Leo W. Jenkins Fine Arts Center • Greenville, NC 27858-4353
252-328-6563 office • 252-328-6441 fax
www.ecu.edu

LETTER OF UNDERSTANDING

Mr. Dwight Holland of Asheboro, North Carolina is a longtime collector and patron of ceramic artists particularly those in the Seagrove area. His significant collection is of value both in terms of history and artistic craft. It currently numbers over 950 objects. Many of the works are by famous artists.

This letter serves to summarize a meeting between Mr. Dwight Holland and representatives from the ECU School of Art on July 29. Mr. Holland expressed his intent to donate his pottery collection to the School of Art and ECU School of Art expressed its intent to provide an atmosphere where this collection could be fully utilized as an educational tool for college art students. The following points serve to outline the intent expressed by both parties:

- 1. ECU agrees to accept the annual gifts of Mr. Hollands's pottery collection as a teaching collection not an exhibition collection. ECU understands that it will be used to instruct students. Individuals will be allowed to handle the objects as long as they exercise care.
- 2. ECU understands that no portion of this gift may be sold, as this gift constitutes a charitable gift of related-use.
- The ECU School of Art agrees to make the necessary provisions to house the collection on campus to ensure that it will be viewed and be accessible to the students.
- 4. Both parties agrees that upon advisement from the Dean of the School of Art, but by sole discretion of Mr. Holland, portions of the pottery collection will be given to ECU in increments annually as outright gifts. The delivery date, method of delivery and number of objects to be gifted will be negotiated and agreed upon prior to the arrival of the objects on campus.
- 5. Mr. Holland agrees to construct a manifest of the collection that includes the artist, medium, a brief history, and an appraisal by an independent appraiser, for each object. It is intended that this manifest will serve two purposes: the basis of a future catalogue produced by the School of Art and tax information.
- 6. Mr. Holland agrees to provide parts of the collection not yet gifted to ECU for special exhibition on a case by case request. These agreements would be for major exhibitions only and it is not envisioned that they will occur on a regular basis.
- 7. Mr. Holland agrees to provide restricted provisions in his will to insure that ECU's School of Art become the sole beneficiary of Mr. Holland's entire pottery collection, save a few pieces that will be specifically bequeathed to other parties.

Mr. Holland agrees to keep ECU informed of new pots that are added to the 8. collection each year so that ECU can continue to work toward providing additional logistics to properly accommodate the entire collection at some time in the future.

Dwight Holland Donor

Muhael A Dorsey, Dean

School of Art

East Carolina University

EAST CAROLINA UNIVERSITY ADVANCEMENT

Prepared for:

Mr. Dwight Holland (Bequest-home & 28 A

December 12, 2008

Basic Gift Illustrations

Actuarial Calculations

ECU Foundation

Retained Life Estate

ASSUMPTIONS:

[1]	Life Tenant Age Date of Gift	[7/9/1933] 75 12/12/2008
[2]	Value of Property Cost Basis of Property	\$450,000.00 \$450,000.00
[3]	Discount Rate under IRC Section 7520(a)	3.4%

CALCULATIONS:

[4] Undepreciable Factor for [1] and [3] (Reg. 1.170A-12(b)(1))

0.70920

[5] CHARITABLE DEDUCTION ([2] x [4])

prohobility freton x.40

furdionals activity # 127,656.00

, repared by: Greg Abeyounis, Asst. VC for Development

These calculations are for illustration purposes only and should not be considered legal, accounting, or other professional advice. Your actual benefits may vary depending on the timing of the gift.

The money from the sale of my share of the rescuence—3048 Old Cox Road, Asheboro, N. C. is to be invested by Phyllis Ann Holland as my trustee and treated as a trust. I give and empower Phyllis Ann Holland with all powers listed in the N. C. General Statutes for Trustees. In the event that Phyllis Ann Holland feels she needs part of it for any reason as to living expenses, health, or buying or renting a place to live, she may trust that is recessary provided she has used or uses her own the trustees. The trustees are the communication of the communi

is settled, the remaining money in my trust, After her estate is settled, the remaining money in my trust, I give and bequeath to East Carolina University Foundation, Inc. for the support of the Dwight M. Holland Ceramics Teaching Collection.

All funds in my estate or generated by my estate from the house and land shall first be used to insure that Phyllis is able to live a comfortable life. The remainder after Phyllis dies, I give and bequesth to East Carolina University Foundation, Inc.

trophery collection has significant value both in terms of blumpy and artistic craft, particularly of artists from the stagrave w. C. area, its convently numbers over 1200 objects. It has been and is my general intent to donate my pottery collection so it can be used as an educational tool for college art students at East Carolina University in North Carolina.

In August 1998 I entered a letter of understanding with East Carolina University School of Art of my intent to annually donate portions of my pottery collection, with a few exceptions of my choice, to them and to donate the remainder of my pottery collection to them at my death. A condition of the gifts is that the collection be fully utilized as an educational tool for college art students, not an exhibition collection. Two annual gifts have already been made. The pottery collection small be called the Dwight M. Holland Cardales Teaching Collection.

THE CHT M. HOLLAND

Will of Dwight M. Holland, total of 6 pages

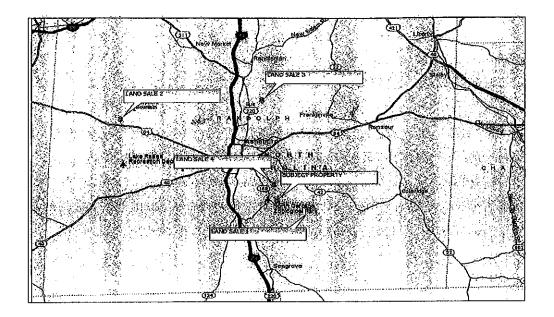
The August 1998 letter of understanding also provided that, "Mr. Holland agrees to provide restricted provisions in his will to insure that ECU's School of Art becomes the sole beneficiars of Mr. Holland's entire pottery collection, have a breakful will be specifically bequeathed to other provide and beneficiars with agreements shall be followed. Since these the master with the East Carolina University School and Fast Carolina University Foundation, Inc. for the actual donations to be to the East Carolina University Foundation, Inc.

Therefore, I bequeath the remainder of my pottery collection,

be meathed above to individuals, to East

University and 4% the collection will not be gifted by East Carolina University to anyone else.

The costs of safeguarding, insuring, packing, storing and pelivering my pottery to East Carolina Foundation, Inc. under this Item of my will shall be paid as expenses of administration.



LAND SALES SUMMARY

The appraiser located three land sales and one land listing that are considered to be reasonably similar to the subject and are considered to be representative of the actions of typical buyers and sellers in the market. The sales vary in size ranging from 22.0 acres to 47.83 acres. The unit of comparison for land sales such as the subject is the price per acre. The comparable land sales and listing indicate a range of values from \$3,418 to \$12,500 per acre. Comparing the sales to the subject property can narrow this range.

It is the appraiser's opinion that the highest and best use of the 28.0 acres will be for the development of a residential subdivision. All comparable sales that were chosen were purchased with the intent of developing or expanding residential subdivisions in areas similar to the subject, and are therefore considered reliable indicators of value.

The primary items of consideration are differences in rights of ownership, terms of financing, conditions of sale, expenditures immediately after the sale, and

market conditions. No adjustments are warranted for the primary items. Other or secondary adjustments are applied to the total adjusted prices per unit as lump sum percentages. These adjustments are described below.

LOCATION ADJUSTMENTS

The subject is located on the west side of Old Cox Road, just south of Zoo Parkway in Asheboro, NC. and immediately west of the zoo property. Sale 1 is located on Old N.C. Highway 13, about 2.5 miles southeast of the subject in an area similar in desirability compared with the subject therefore no adjustment are warranted. Sale 2 is located about 14 miles northwest of the subject along Hoover Hill Road. Sale 3 is located about 9 miles north of the subject on Hub Morris Road. Sale 4 (Listing) is located about 1.5 miles north of the subject on Old Cox Road. No location adjustments are warranted for these sales. All sales are located in the Asheboro portion of Randolph in areas of similar desirability.

SIZE ADJUSTMENTS

In general, economies of scale would indicate a higher price per SF for smaller parcels of land and vice versa. Comparable sales 2 and 4 (Listing) are reasonably similar in size to the subject therefore no adjustments are warranted. Sales 2 and 3 are significantly larger in size than the subject, therefore upward adjustments were warranted for these sales.

ZONING ADJUSTMENTS

The subject is zoned E-1 – Environmental District 1. This is the most unique zoning district in North Carolina because it is designed specifically to enhance and preserve the special character of the N.C. Zoological Park site. All development, other than single –family residential homes is regulated through Conditional Use or Special Use Permit review. Per Mr. Dumont Bunker, city engineer of the City of Asheboro and Mr. Jay Dell of the planning department of Randolph County, the subject property would most likely be required to have a minimum lot size of 3 acres per home and future development of a residential subdivision on the subject land may be unlikely. Sales 1 and

2 have similar zoning and density requirements as the subject therefore no adjustments

were warranted for these sales. Sales 3 and 4 (Listing) have zonings that allow greater

density than the subject therefore downward adjustments were made on the grid for these

sales.

UTILITY ADJUSTMENTS

The subject does have sufficient utility access. The subject has water and

sewer access from the N.C. Zoological park utility system; however, per the planning

department of Randolph County, in order to further develop the subject property, the

subject would have to be annexed into the City of Asheboro to obtain sewer and water for

additional buildings. Per conversation with Mr. Dumont Bunker, city engineer for the city

of Asheboro, only properties within 3 miles of the city are able to be annexed. The

subject lies approximately 3.5 miles from the city, therefore special allowances would be

necessary in order for the subject to be annexed into the city of Asheboro to obtain public

water and sewer. Sales 1, 2, and 4 (Listing) utilize well and septic, therefore no

adjustments are warranted. Sale 3 has access to public water and sewer, therefore a

downward adjustment was warranted.

LAND SALES SUMMARY

Each comparable is considered to be a reasonable substitute for the

subject site and received the same consideration. No one sale is most similar to the

subject, rather they indicate a range of values. After comparing the sales to the

subject property and adjusting for differences, the range of price per acre is \$3,589

to \$10,625 with a mean of \$6,368 and a median of \$5,629. Taking all the data into

consideration, the appraiser is of the opinion that \$6,000 per acre is most

representative of the subject site. The estimated site value by the Sales

Comparison Approach is as follows:

28.0 Acres x \$6,000 per Acre = \$168,000

Rounded To: \$170,000

Opinion of Land Value \$170,000

Per client instructions the appraiser also valued the improvements to the land, which include a single family residence with outbuildings. The 28 acres were included in this value, which appraised for \$450,000. The total appraised value of the 28.0 acres with the improvements is \$450,000.

Per the client, the current owner is to retain a life estate to the subject property. Appraiser has not determined the current value of the remainder interest due to the following: The state of the economy in Randolph County appears stable at present but is not significantly increasing. The current national economic crisis may extend for the foreseeable future with unknown effects on the local Randolph County economy. Therefore it would be difficult to project the subject's future value based on actuarial studies from the U.S. Bureau of the Census in order to discount the value back to the current date.

NAMING PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES

Stephanie Bunn,	Advancement Office	r			
Name of Orig	inator		7.81		
University Develo	nmant	252-328	0.0507		hunne@oou.odu
Department/D		202-326			bunns@ecu.edu Email
Department/L	JIVISION		Phone		Email
•	ne(s) to Honor: Paul, Jr. and Mrs. Sh		ss of 1961) Study Ro	om given by Dr.	and Mrs. Paul
10517 Beckridge Ln	Raleigh		NC		27615
Address:	City		State		Zip
Telephone: _	904-9	53-2000		904	4-403-1242 (cell)
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Proposed Obj	ect for Naming	: Joyner Library St	udy Room	····	
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PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES TO NAME A FACILITY OR ACTIVITY

ROUTING SHEET

Action Action		S-8-/8 Date
Vice Chancellor's Signature	Forwarded or returned_	V - Y - 18 Date
Comments		
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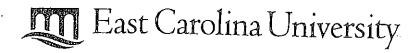


Pledge Form

Dr. J. West Paul			1492
Name			Class
10517 Beckridge Ln.	Raleigh	NC	27615
Street Address 919 803 2381	City	State 919	815 6453
Phone (home) wake me	Phone (office)	Pho	ne (cell)
E-mail Shevi	J Fax		
Spouse's Name			Class
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DESIGNATION OF GIFT:	roup Study room I	yner Library	
			
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Donor Signature	Da ∜ e / Gift Officer Signat	ure ' /	Date '

Office of University Development • 2200 South Charles Boulevard • Greenville Centre, Suite 1100 East Carolina University • Greenville, NC • 27858-4353

E-mail: give2ecu@ecu.edu • Phone: 252-328-9550 • Fax: 252-328-4904



Laupus Library
Division of Health Sciences
Health Sciences Building
600 Moye Boulevard
East Carolina University
Greenville, NC 27834

252-744-2212 office 252-744-2300 fax November 19, 2014

Dr. West Paul 10517 Beckridge Ln. Raleigh, NC 27615

Dear Dr. Paul:

Thank you so much for taking time out of your busy schedule to visit with me on Monday. It was a pleasure meeting you and learning more about your career and your experiences at ECU. Once again, it has been such a pleasure getting to know Joseph. We are so pleased that he is a wonderful advocate for the ECU Libraries!

Per your request, I am pleased to provide you with some information regarding ways that you and Mrs. Paul can support the ECU Libraries. Thank you so much for your interest. Since our state funding is consistently being cut, we rely on the generosity of our alumni and friends now more than ever to ensure the Libraries continue to meet, or exceed, the demands of our students and faculty. Once again, I represent the entire ECU Library System: Joyner Library, the Music Library, and the Laupus Health Sciences Library. I will be honored to assist you in making your philanthropic support, which as you know, Is tax deductible.

Music Library

Our top funding priority right now for Academic Library Services (which includes Joyner Library and the Music Library) is our campaign to raise funds that will enable us to renovate the Music Library during the summer of 2016. Please find enclosed a brochure that outlines this exciting project. We have various and unique opportunities for donors to have their names, or the names of friends/loved ones, honored on study carrels or on study rooms. Gifts to this campaign may be pledged until the Spring of 2016. Some donors wish to spread their giving out over 3 tax years (2014, 2015, and 2016) while ensuring they secure the naming opportunity that appeals to them the most. Gifts of all sizes, however, are sincerely appreciated and donors at the \$100 or higher level will be recognized on our donor plaque.

Joyner Library

Our top funding needs within Joyner Library includes support of the *Dean's Fund for Excellence*. This fund gives Jan Lewis, Interim Dean of Academic Library and Learning Resources, the ability to enhance the library with inspiring learning spaces, to celebrate student and faculty success, and to share collections with the community through exhibits and special events. Gifts to this fund have contributed to the purchase of technology, art, public programs, and awards to honor research and scholarship. You may designate your gift to the Dean's Fund for Excellence with a focused intent or as an unrestricted gift to be used for the Dean's priorities.

Laupus Health Sciences Library

Our top funding needs within the Laupus Health Sciences Library include either restricted or unrestricted support to be utilized for the purchase of library resources in all formats (books, journals, electronic resources/databases, anatomical models, etc.) The donor may specify if they wish for their gift to be utilized for the purchase of materials to benefit a specific subject, such as Medicine, Nursing, Dental, etc.

We also have a variety of unique naming opportunities throughout the library that a donor may name. The enclosed brochure/map shows the various spaces. Gifts made to name a space are placed in our general Library Fund to be utilized as needed by the Director to benefit the library. A space may be formally named once we receive at least 75% of the gift amount. A small naming ceremony is held and a plaque is unveiled in honor of the donors. Gifts may be pledged up to 5 years if necessary and naming opportunities must be approved by the ECU Board of Trustees.

- Gifts may be made via check or transfer of stocks/appreciated securities and we encourage
 donors to make their "year end" gifts as early in December as possible since the University is
 closed for much of the holiday season. We like to ensure that any donor requests are met
 before the holidays just in case there are any questions. Enclosed are directions for making
 gifts of stock/appreciated securities transfers.
- Checks for support of Joyner Library and the Music Library may be made out to the <u>ECU</u>
 <u>Foundation</u> with the gift designation noted on the memo line and on an accompanying pledge form (enclosed) or memo.
- Checks to support the Laupus Health Sciences Library may be made out to the <u>ECU Medical</u> and <u>Health Sciences Foundation</u> and once again, the gift designation may be noted on the memo line and also on the pledge form or memo.

Thank you again for your interest in supporting the ECU Libraries! If you have any questions at all, please don't hesitate to contact me: (cell- 321-439-5074); teagued@ecu.edu.

Sincerely,

Director of Major Gifts

Enclosures





William E. Laupus **Health Sciences Library**

In 2006, Laupus Library moved to the new Health Sciences Building on ECU's medical campus. The library shares this 300,000 square foot state-of-the-art educational center with the College of Allied Health Sciences and the College of Mursing. The four-story 72,000 square foot library provides study space, a computer lab, media production and consultation services, reference services, circulating and historical collections.

Laupus Library provides leadership in access to information essential to quality health care delivery, education, and research at East Carolina University and across eastern Morth Carolina. We serve the Brody School of Medicine, the College of Mursing, the College of Allied Health Sciences, and the School of Dental Medicine at ECU. We also deliver library and information services to Vidant Health hospitals and other health care providers across the region.

... (Inod!) suqual mod!

Contact Information

For additional information regarding Laupus Library, or to learn more about opportunities to support the Library, please don't hesitate to contact us:

Dwain Teague Director of Major Gifts Laupus Library 600 Moye Blvd. Greenville, NC 27834

(252) 744-0248 teagued@ecu.edu

Other Ways to Give

Consider becoming a Friend of Laupus Library with support at several levels.

Visit the Friends webpage at: www.ecu.edu/laupuslibrary/friends

For further information about the Friends of Laupus Library, please contact:

Kelly Rogers Dilda

. Head of Communications & Development

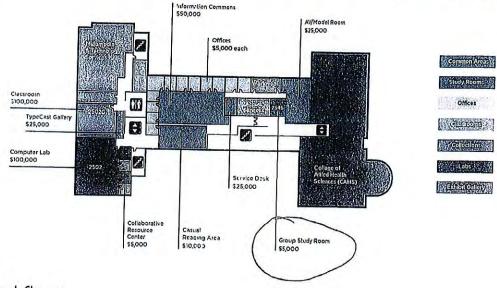
(252) 744-2232 rogerske@ecu.edu

Visit Laupus Library online at: www.ecu.edu/laupuslibrary

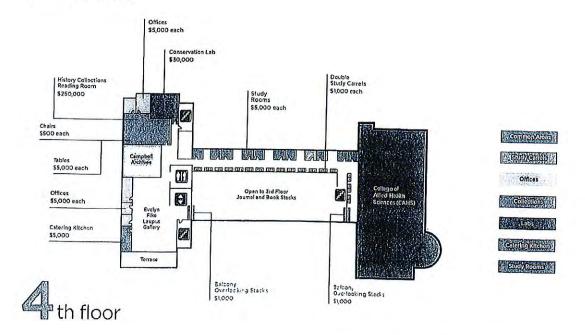


Study Room

History Collections Reading Roc

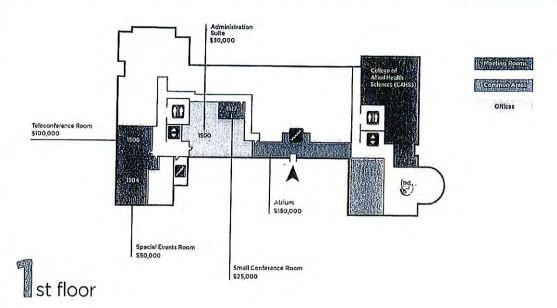


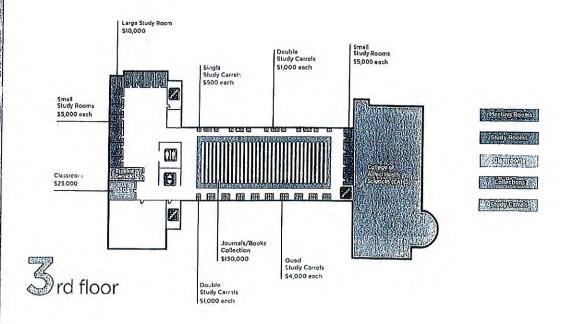
and floor



Atrium

Journals & Books Collection/Study C





.......

WEST PAUL

From: Sent: Teague, Dwain <TEAGUED@ECU.EDU> Thursday, December 04, 2014 1:58 PM

To:

WEST PAUL

Subject:

RE: Hi Dr. Paul: thank you from Dwain at ECU

 $Wonderful!\ Here\ is\ the\ giving\ link\ for\ ECU:\ https://piratealumni.ecu.edu/ccon/new_gift.do?action=newGift$

I now realize that you will have to enter your credit card info twice to designate it for the two different libraries/foundations. My apologies, I hope this won't be too much trouble for you.

- * Under "Gift Information/click here to choose the designations", you can select "Joyner Library, then from the drop down menu, "Dean's Fund For Excellence" for your Joyner Library gift designation;
- * in the "gift notes" section or under "additional information", you can enter that it's to name a group study room in Joyner Library;
- * Then select "Giving Reason" alumni;
- * Matching Gift Company Info (if applicable);
- * Dedications (if in honor or in memory of someone);
- * Your contact information;
- * Miscellaneous info that is optional;
- * then click "Next" and it should take you to the portion of the site for you to enter your credit card information.
- **You can then repeat the steps above for your Laupus Library Gift; select "laupus library Health Sciences General Fund" from the Gift Information Drop down menu.

if you also still want to drop in the mail to us your completed forms where you document your pledge, we can enter your pledge payment reminders in our system. Or if it's easier to scan and email those to me, please feel free.

Don't hesitate to let me know if you have further questions and I'll email you some of the Joyner Library Group Study Room photos ASAP, but there is no rush to decide on the room.

Thank you again for your support! Sincerely, Dwain.

----Original Message-----

From: WEST PAUL [mailto:WPAUL@wakemed.org] Sent: Thursday, December 04, 2014 12:46 PM

To: Teague, Dwain

Subject: RE: Hi Dr. Paul: thank you from Dwain at ECU

So after conversations with my wife it looks like we are going to go the electronic credit card route (shows you what I know). Can you direct me to the website and I will try to get it done today.

Thank you so much for your email and voice mail. Apologies that I missed you – today I have literally been running in and out of the office all day. Per the voice mail that I just left for you, my cell is 321-439-5074. Feel free to call me any time tonight or any time tomorrow and I will be happy to assist you with your questions. We are sincerely grateful for your interest. I can also identify needs for the Library School if that may be of interest to you also.

Thank you again and have a good evening. Sincerely, Dwain.

From: WEST PAUL [mailto:WPAUL@wakemed.org] Sent: Wednesday, December 03, 2014 4:03 PM

To: Teague, Dwain

Subject: RE: Hi Dr. Paul: thank you from Dwain at ECU

Hi

Thanks for the info by mail.

My wife and I had a couple of questions. We were thinking about one of the smaller naming opportunities in the Laupus Library and also a separate donation to Joyner. I may have failed to mention that my wife's mother also graduated from ECU with a degree in library science many years ago. If you could give me a call when you have a chance.

West Paul Cell# 919-815-6453

J. West Paul M.D., Ph.D.
Chief Quality Officer
919.815.1275
[http://www.wakemed.org/images/homepage/HealthHosp-grayred.png]

From: Teague, Dwain [mailto:TEAGUED@ECU.EDU]

Sent: Friday, November 21, 2014 12:50 PM

To: WEST PAUL

Subject: Hi Dr. Paul: thank you from Dwain at ECU

Hi Dr. Paul!

Thank you again for taking time out of your busy schedule to meet with me earlier this week! It was a pleasure to meet you and to learn more about your education at ECU and your exciting career!

I will be mailing to your home today a concise packet of information, per your request, that outlines our top funding needs/opportunities within the ECU Library System (Joyner Library, the Music Library, and the Health Sciences Library). I hope that you and Mrs. Paul enjoy reviewing this information and I'm happy to assist with your end of year giving. Thank you again for considering the Libraries in your giving plans. Gifts of all sizes make a huge impact on our students and faculty.

Thank you again and have a great weekend. Sincerely, Dwain.

Have you considered your gift to support the ECU Libraries? https://onestop.ecu.edu/onlinegiving/

Dwain Posey Teague ('93, '98)

Major Gift Officer

Laupus Health Sciences Library and Academic Library Services (Joyner Library and Fletcher Music Library) East Carolina University teagued@ecu.edu<mailto:teagued@ecu.edu> http://www.linkedin.com/profile/view?id=41139971&authType=name&authToken=mZO6&locale=en_US&pvs=pp&trk=ppro_viewmore

Laupus Library Office: 1502 Health Sciences Bldg. Laupus Library Direct #(252) 744-0248 Main Office # (252) 744-2212 Fax # (252) 744-2672

Joyner Library Office: 2402 Joyner Library Direct # (252) 328-0252 Main # (252) 328-6514 Fax # (252) 328-6892

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(http://www.ecu.edu)

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Joyner Library

(/cs-lib/index.cfm)

© TODAY'S JOYNER HOURS
MEW ALL (//WWW.ECU EDU
/LIB/ABOUT/HOURS.CFM)
Monday, July 30
8:00am - 5:00pm
(//www.ecu.edu/lib/about
/hours.cfm)

Phone: (262) 328-4178

Menu

Naming Opportunities

Give to Joyner Library (http://www.ecu.edu /cs-lib/giving)

Friends of Joyner Library (http://www.ecu.edu /cs-lib/giving /friends.cfm)

Naming Opportunities (http://www.ecu.edu /cs-lib/giving /naming.cfm)

Funds and Endowments (http://www.ecu.edu /ca-lib/giving /endowments.cfm)

Advancement
Council
(http://www.ecu.edu
/cs-lib/giving
/advancementcouncil.cfm)

Past Projects (http://www.ecu.edu /cs-lib/giving /pastprojects.cfm)

Contact Us (http://www.ecu.edu /cs-lib/giving /contactus.cfm)

Give to Joyner Library (https://www.ecu.edu /give/joyner) Joyner Library's spaces, such as the Collaborative Learning Center, Music Library, and Teaching Resources Center are places where patrons seek intellectual pursuits. All who visit will find advanced technology, ergonomic furniture, and inspirational places enhanced by engaging art. Your gift will help enhance library reading rooms, technology zones, study rooms, and research alcoves.

Available Spaces

Research and Instructional Services

Research and Instructional Services (RIS) offers personal assistance and instruction in the use of library resources to members of the ECU community (both on-campus and distance learners). Assistance is provided in person, via e-mail and telephone, and through various web-based services. An extensive program of outreach and library instruction are at the heart of the Department's activities. RIS is located on the 1st floor of Joyner Library in a student centered space for education and creative activities, reference, research, technical assistance on demand, and flexible furniture facilitating collaborative learning.

\$500,000

Music Library (/cs-lib/giving/musiclibraryexpansion.cfm)

The Music Library is the gem in the musical crown of eastern North Carolina and one the largest music collections in the state. It is home to Joyner's entire audio recording collection as well as the music-related portion of its video recording collection. In addition to these media collections the library owns collections of music scores, books, journals, microforms, and computer software dealing with every musical style and genre from classical to rock to reggae. The Music library also provides a computer/listening lab, study space, audio and video dubbing service and music reference assistance.

\$750,000

Courtyard

Contact Us

Charlotte Fitz-Daniels

Joyner Library's courtyard offers students the chance to relax or study al fresco at six tables shaded by canopy umbrellas. Each table seats up to four people; two additional (mailto:fitzdanielsc16@ecu.bdnches line the courtyard's brick paver perimeter. Several modern sculptures by ECU School of Art and Design alumni, as well as the lush green landscaping, accentuate the open space. The courtyard is wheelchair accessible.

(252) 328-0287

\$250,000

Instruction Room #1418

Instruction Room 1418 has state of the art technology in a classroom that can accommodate up to 40 students. Five tables seating up to eight students each are equipped with eight electrical outlets and an HDMI port. Individual monitors can project locally from a laptop or from the instructor station located at the front of the room. The instructor teaches from a SMART podium projected to an 85" monitor. A fleet of 20 iPads is available for instruction depending upon course need.

\$100,000

Instruction Room #1415

Instruction Room 1415 is equipped with 25 laptops and a SMART podium connected to a short throw projector. Soundproofing is incorporated into the walls. A fleet of 20 iPads is available for instruction depending upon course need.

\$100,000

Instruction Room #1020

Instruction Room 1020 is equipped with 25 desktop computers and a SMART podium connected to a short throw projector. The room contains a beautiful mural entitled "Tree of Knowledge" that was created by a former ECU student. The mural features strong purple tones of silhouetted students around a tree raising their arms to gather glowing orbs

\$100,000

Conference Room/Assembly Room #2409

\$50,000

Graduate Lounge

The Graduate Student Lounge is a 350 square foot space designed specifically for graduate students based upon survey feedback and focus groups. Furnishings include four Steelcase Brody WorkLounge modular chairs, two-person lounge seating, two computer workstations, one fixed and four portable whiteboards, and a print station with scanning/emailing capability. Graduate students simply tap their ECU ID to the card reader to access the room. More than 150 different students used the room more than 1,750 times during the fall 2017 semester.

\$50,000

Staff Lounge

\$25,000

Group Study Rooms

On busy days Group Study Rooms throughout the library are in high demand. Collaborative team projects are an essential element of the new pedagogy for many ECU professors teaching skills for the global economy. These rooms allow students to engage in discussions without disturbing others in quiet areas. Many of the Group Study Rooms are equipped with large screen monitors that connect to laptop computers for collaborative work.

\$10,000 - \$15,000 (depending on the room size)

Individual Study Rooms

Joyner Library has more than 50 small rooms for 1-2 people to use for study, research, and project completion. Many of the rooms contain whiteboards. The rooms can be reserved up to three consecutive hours, up to twice per day. During the 2016-2017 school year they were reserved more than 42,000 times.

\$5,000

ECU Libraries (http://www.lib.ecu.edu/)

Joyner Library (http://www.ecu.edu/lib)

Research (/lib/research/) Services (/lib/services/) One Search **Borrow Materials** (http://eastcarolina.summon.serialssol/https//comv.ecu.edu/cs-/advanced) lib/services/borrowing.cfm) Database List My Account (http://www.lib.ecu.edu (https://catalog.lib.ecu.edu /databases/) /access) Library Catalog Course Reserves (https://catelog.fib.ecu.edu/) (https://www.lib.ecu.edu E-Journal/E-Book Portal /reserves.aspx) (http://jw3mh2cm6n.search.serialssolumbeelibcary)Loan Citalion Linker (https://www.ecu.edu/cs-(http://jw3mh2cm6n.search.serialssolufib/be/ourse/interlibraryloan.cfm) /?SS_Page=refiner& Reserve a Room

(http://rooms.lib.ecu.edu/)

(https://lib.ecu.edu/purchese)

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SS_RefinerEditable=yes)

(http://libguides.ecu.edu/)

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/onesearchhelp)
Research Guides
(http://libguides.ecu.edu/)
Contact Webmaster
(https://lib.ecu.edu/contact)

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JOYNER LIBRARY

(/cs-lib/giving)

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Pledge Form

<u>West a</u>	ind Sheri Paul			92
Name /05/7	Beckridgehn	2.//		Class
Street Address	Decky rage ~n	<u> Raleigh</u>	X/C	
		City	State	Zip
Phone (home)		Phone (office)	7.0	4-403-1242
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	East Carolin	a University • Greenville, NC • 27858	4353	
	E-mail: give2ecu@	ecu.edu • Phone: 252-328-9550 • Fa)	:: 252-328-4904	

For Jay Attachment N Music L. bray Stack Gift

Guidelines for Making Gifts of Stock or Securities to East Carolina University Foundation, Inc.

Donors are encouraged to contact the Gift Records Office for the ECU Foundation, Inc. to give notice of his or her gift intent. Although it is not required, we encourage the donor to submit his or her gift intent in writing to verify the intended use of the gift (especially if the gift is being made as a restricted gift) to allow the ECU staff to best serve the donor's intent. Please notify Tammy Garris in the Office of ECU Foundation Financial Services, 2200 S. Charles Blvd, Suite 1100, Greenville, North Carolina 27858, (252) 328-9572, Fax (252) 737-1903. garrist@ecu.edu

The donor is responsible for all broker fees. If broker fees are deducted from the proceeds of the sale of stock, the net amount of the proceeds will be recorded as the gift amount.

Electronic Transfers From the Donor's Broker to the ECU Foundation's Broker

The preferred method of transfer.

The donor should notify his broker of the intent to electronically transfer securities to the ECU Foundation, Inc. The Donor's broker should contact the ECU Foundation, Inc. and will need the following information:

Official Name of the Receiving Organization: Receiving Organization Broker:

East Carolina University Foundation, Inc. First Clearing, LLC Wells Fargo Advisors Financial Network, LLC

1001 Conference Drive, Suite B Oreenville, NC 27858

Ph; 252-707-0021 or Toll Free: 844-737-2520

Fax: 252-707-0022

Email: judy.jones@wfafinet.com

Website: www.hoytfamilywealthmanagement.wfadv.com

DTC 0141

Account Number 25617521

Stock Certificate Held in the Donor's Name

Donor must relinquish the original stock certificate with the following forms (1) Stock or Bond Power and (2) Letter of Authorization - Third party Release (TPR) or a memo including donor's name, address and purpose. These forms may be obtained from any brokerage firm, the ECU Foundation or Institutional Advancement Office of Gift Records.

DO NOT HAVE THE DONOR TO ENDORSE THE CERTIFICATE

Mail the unendorsed stock certificate with a Letter of Authorization - Third Party Release (TPR) or a memo including donor's name, address and purpose in one envelope. In a second envelope, send the signature guaranteed Stock or Bond Power.

The Stock or Bond Power form needs only to be signed and dated. The Letter of Authorization - Third party Release (TPR) needs to be dated and signed. Also please complete the address and telephone number of the donor.

Stock Certificate Held in the Name of the East Carolina University Foundation, Inc.

(Note: This method is not recommended due to unnecessary delays in processing the stock gift and the value of the stock could decrease.)

After the donor has relinquished the stock certificate to the East Carolina University Foundation, Inc., the Foundation must complete the following forms: (1) Stock or Bond Power (2) Certification of Corporate Authorization to Transfer (Oeneral) and (3) Corporate Resolution. These forms may be obtained from the ECU Foundation or the Office of Oift Records.

The Stock or bond Power must be signed and dated by the ECU Foundation, Inc. president.

The Certification of Corporate Authorization to Transfer (General) must be completely filled out and the Secretary of the ECU Foundation must sign the completed form.

The Corporate Resolution must also be completed, dated and signed by the Secretary of the ECU Foundation.

NAMING PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES

University Develo	pment	252-328-9597	hunna@aa.cada
Department/I		Phone	bunns@ecu.edu Email
	me(s) to Honor; The Dr. ar	nd Mrs. Paul Study Room	
10517 Beckridge Ln	Raleigh	NC	27615
Address:	City	State	Zip
Telephone: _	904-953-2000		904-403-1242 (cell)
	Home		Business
Relationship t	o the University: Alumni	Parent	
Proposed Obj	ect for Naming: Laupus L	ibrary Sludy Room	
Purpose for re	commendation:		
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PROPOSAL TO EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES TO NAME A FACILITY OR ACTIVITY

ROUTING SHEET

Board of Trustees: Received	/ Forwarded or returned_	Date Date
Board of Trustees: Received		
Comments		
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Chair's Signature	Forwarded or returned_	Date
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Vice Chandellor's Signature	Forwarded or returned	Date 8-8-18
Vice Chancellor's Signature		Data

East Carolina University. The Medical & Health Sciences Foundation, Inc.

Pledge Form

Dr. J. West Paul			1992
Name			ECU Class Year
10517 Beckridge Ln.	Raleigh	NC	27615
Street Address	City	State	Zip
919 803 239	6	919	815 (45)
Phone (home)	Phone (office)	Phone ((cell)
Would waken	ed.ura		
E-mail	Fax		
Show:			
Spouse's Name			ECU Class Year
Speake s Marie	GIFT COMMITMENT		ECO Class Teal
As an investment in East Carolin	a University, I/we will commit a gift to East Car	olina University Medical Ea	Health Sciences
Inc. in the sum of \$3000.	00 to be paid in cash, securities, and/or ot	her property of equivalent va	ılue.
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	Health Sciences Genera	LINK	
METHOD OF PAYMENT:		O	
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S. J. N	1		
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The ECU Medical & Health Sciences Foundation, Inc. 525 Moye Boulevard • Greenville, NC • 27834

E-mail: give2ecu@ecu.edu • Phone: 252-744-2238 • Fax: 252-744-3261

East Carolina University

Laupus Library
Division of Health Sciences
Health Sciences Building
600 Moye Boulevard
East Carolina University
Greenville, NC 27834

252-744-2212 office 252-744-2300 fax November 19, 2014

Dr. West Paul 10517 Beckridge Ln. Raleigh, NC 27615

Dear Dr. Paul:

Thank you so much for taking time out of your busy schedule to visit with me on Monday. It was a pleasure meeting you and learning more about your career and your experiences at ECU. Once again, it has been such a pleasure getting to know Joseph. We are so pleased that he is a wonderful advocate for the ECU Libraries!

Per your request, I am pleased to provide you with some information regarding ways that you and Mrs. Paul can support the ECU Libraries. Thank you so much for your interest. Since our state funding is consistently being cut, we rely on the generosity of our alumni and friends now more than ever to ensure the Libraries continue to meet, or exceed, the demands of our students and faculty. Once again, I represent the entire ECU Library System: Joyner Library, the Music Library, and the Laupus Health Sciences Library. I will be honored to assist you in making your philanthropic support, which as you know, is tax deductible.

Music Library

Our top funding priority right now for Academic Library Services (which includes Joyner Library and the Music Library) is our campaign to raise funds that will enable us to renovate the Music Library during the summer of 2016. Please find enclosed a brochure that outlines this exciting project. We have various and unique opportunities for donors to have their names, or the names of friends/loved ones, honored on study carrels or on study rooms. Gifts to this campaign may be pledged until the Spring of 2016. Some donors wish to spread their giving out over 3 tax years (2014, 2015, and 2016) while ensuring they secure the naming opportunity that appeals to them the most. Gifts of all sizes, however, are sincerely appreciated and donors at the \$100 or higher level will be recognized on our donor plaque.

Joyner Library

Our top funding needs within Joyner Library includes support of the *Dean's Fund for Excellence*. This fund gives Jan Lewis, Interim Dean of Academic Library and Learning Resources, the ability to enhance the library with inspiring learning spaces, to celebrate student and faculty success, and to share collections with the community through exhibits and special events. Gifts to this fund have contributed to the purchase of technology, art, public programs, and awards to honor research and scholarship. You may designate your gift to the Dean's Fund for Excellence with a focused intent or as an unrestricted gift to be used for the Dean's priorities.

Fa + Corolma University is a significant institution of the University of North Carolina. In equal opportunity university

Laupus Health Sciences Library

Our top funding needs within the Laupus Health Sciences Library include either restricted or unrestricted support to be utilized for the purchase of library resources in all formats (books, journals, electronic resources/databases, anatomical models, etc.) The donor may specify if they wish for their gift to be utilized for the purchase of materials to benefit a specific subject, such as Medicine, Nursing, Dental, etc.

We also have a variety of unique naming opportunities throughout the library that a donor may name. The enclosed brochure/map shows the various spaces. Gifts made to name a space are placed in our general Library Fund to be utilized as needed by the Director to benefit the library. A space may be formally named once we receive at least 75% of the gift amount. A small naming ceremony is held and a plaque is unveiled in honor of the donors. Gifts may be pledged up to 5 years if necessary and naming opportunities must be approved by the ECU Board of Trustees.

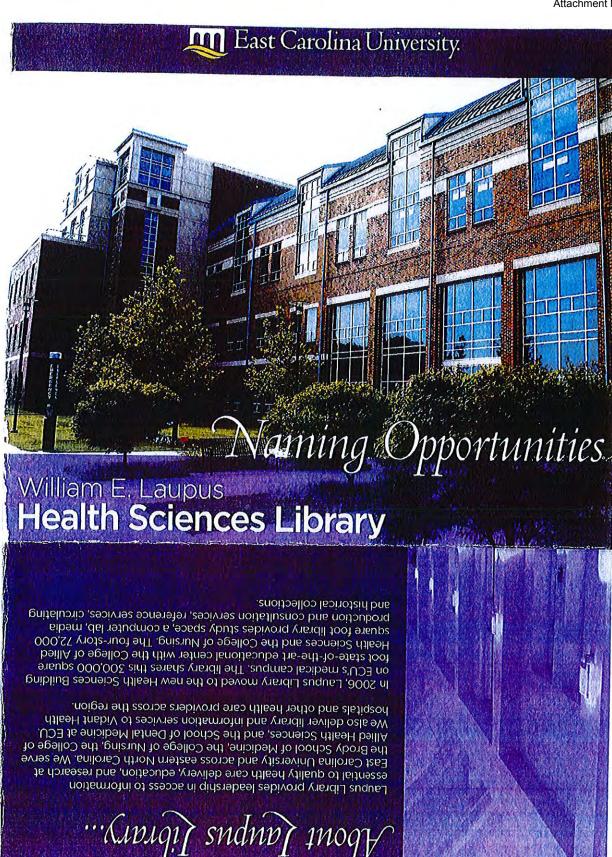
- Gifts may be made via check or transfer of stocks/appreciated securities and we encourage
 donors to make their "year end" gifts as early in December as possible since the University is
 closed for much of the holiday season. We like to ensure that any donor requests are met
 before the holidays just in case there are any questions. Enclosed are directions for making
 gifts of stock/appreciated securities transfers.
- Checks for support of Joyner Library and the Music Library may be made out to the <u>ECU</u>
 <u>Foundation</u> with the gift designation noted on the memo line and on an accompanying pledge form (enclosed) or memo.
- Checks to support the Laupus Health Sciences Library may be made out to the <u>ECU Medical</u> and <u>Health Sciences Foundation</u> and once again, the gift designation may be noted on the memo line and also on the pledge form or memo.

Thank you again for your interest in supporting the ECU Libraries! If you have any questions at all, please don't hesitate to contact me: (cell- 321-439-5074); teagued@ecu.edu.

Sincerely,

Director of Major Gifts

Enclosures



Contact Information

For additional information regarding Laupus Library, or to learn more about opportunities to support the Library, please don't hesitate to contact us:

Dwain Teague Director of Major Gifts Laupus Library 600 Moye Blvd. Greenville, NC 27834

(252) 744-0248 teagued@ecu.edu

Other Ways to Give

Consider becoming a Friend of Laupus Library with support at several levels.

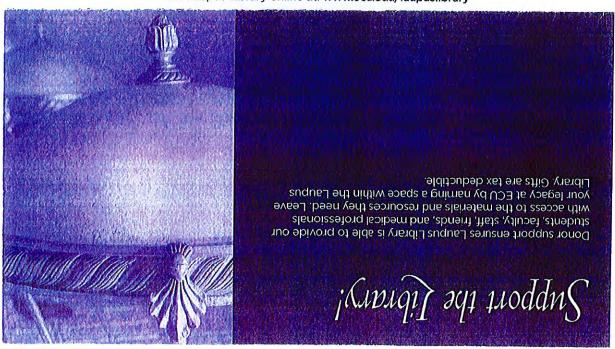
Visit the Friends webpage at: www.ecu.edu/laupuslibrary/friends

For further information about the Friends of Laupus Library, please contact:

Kelly Rogers Dilda . Head of Communications & Development

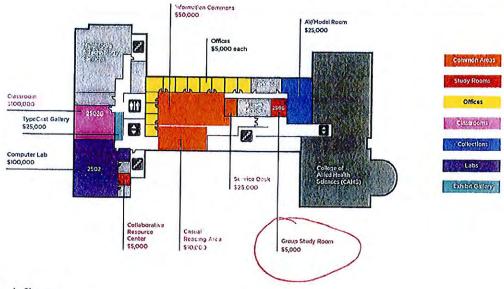
> (252) 744-2232 rogerske@ecu.edu

Visit Laupus Library online at: www.ecu.edu/laupuslibrary

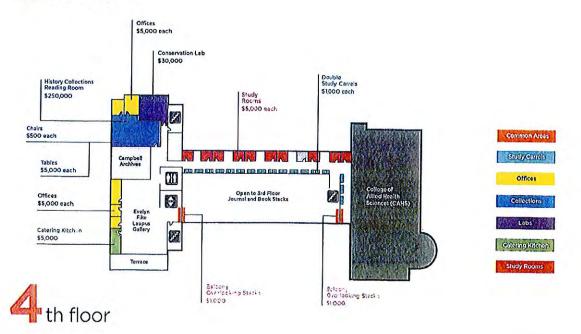


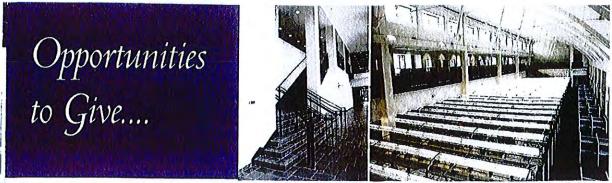


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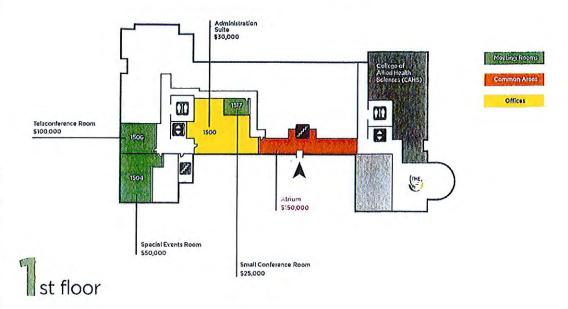
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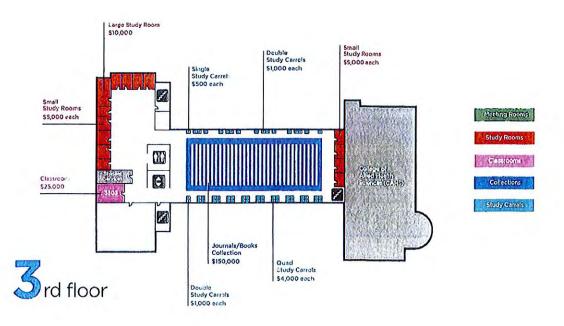




Atrium

Journals & Books Collection/Study C





WEST PAUL

From:

Teague, Dwain <TEAGUED@ECU.EDU>

Sent:

Thursday, December 04, 2014 1:58 PM

To:

WEST PAUL

Subject:

RE: Hi Dr. Paul: thank you from Dwain at ECU

Wonderfull Here is the giving link for ECU: https://piratealumni.ecu.edu/ccon/new_gift.do?action=newGift

I now realize that you will have to enter your credit card info twice to designate it for the two different libraries/foundations. My apologies, I hope this won't be too much trouble for you.

- * Under "Gift Information/click here to choose the designations", you can select "Joyner Library, then from the drop down menu, "Dean's Fund For Excellence" for your Joyner Library gift designation;
- * In the "gift notes" section or under "additional information", you can enter that it's to name a group study room in Joyner Library;
- * Then select "Giving Reason" alumni;
- * Matching Gift Company Info (if applicable);
- * Dedications (if in honor or in memory of someone);
- * Your contact information;
- * Miscellaneous info that is optional;
- * then click "Next" and it should take you to the portion of the site for you to enter your credit card information.
- **You can then repeat the steps above for your Laupus Library Gift; select "laupus library Health Sciences General Fund" from the Gift Information Drop down menu.

If you also still want to drop in the mail to us your completed forms where you document your pledge, we can enter your pledge payment reminders in our system. Or if it's easier to scan and email those to me, please feel free.

Don't hesitate to let me know if you have further questions and I'll email you some of the Joyner Library Group Study Room photos ASAP, but there is no rush to decide on the room.

Thank you again for your support! Sincerely, Dwain.

----Original Message-----

From: WEST PAUL [mailto:WPAUL@wakemed.org] Sent: Thursday, December 04, 2014 12:46 PM

To: Teague, Dwain

Subject: RE: Hi Dr. Paul: thank you from Dwain at ECU

So after conversations with my wife it looks like we are going to go the electronic credit card route (shows you what I know)- Can you direct me to the website and I will try to get it done today.

Thank you so much for your email and voice mail. Apologies that I missed you —today I have literally been running in and out of the office all day. Per the voice mail that I just left for you, my cell is 321-439-5074. Feel free to call me any time tonight or any time tomorrow and I will be happy to assist you with your questions. We are sincerely grateful for your interest. I can also identify needs for the Library School if that may be of interest to you also.

Thank you again and have a good evening. Sincerely, Dwain.

From: WEST PAUL [mailto:WPAUL@wakemed.org]
Sent: Wednesday, December 03, 2014 4:03 PM

To: Teague, Dwain

Subject: RE: Hi Dr. Paul: thank you from Dwain at ECU

Hi

Thanks for the info by mail.

My wife and I had a couple of questions. We were thinking about one of the smaller naming opportunities in the Laupus Library and also a separate donation to Joyner. I may have failed to mention that my wife's mother also graduated from ECU with a degree in library science many years ago. If you could give me a call when you have a chance.

West Paul Cell# 919-815-6453

J. West Paul M.D., Ph.D.
Chief Quality Officer
919.815.1275
[http://www.wakemed.org/images/homepage/HealthHosp-grayred.png]

From: Teague, Dwain [mailto:TEAGUED@ECU.EDU]

5ent: Friday, November 21, 2014 12:50 PM

To: WEST PAUL

Subject: Hi Dr. Paul: thank you from Dwain at ECU

Hi Dr. Paull

Thank you again for taking time out of your busy schedule to meet with me earlier this week! It was a pleasure to meet you and to learn more about your education at ECU and your exciting career!

I will be mailing to your home today a concise packet of information, per your request, that outlines our top funding needs/opportunities within the ECU Library System (Joyner Library, the Music Library, and the Health Sciences Library). I hope that you and Mrs. Paul enjoy reviewing this information and I'm happy to assist with your end of year giving. Thank you again for considering the Libraries in your giving plans. Gifts of all sizes make a huge impact on our students and faculty.

Thank you again and have a great weekend. Sincerely, Dwain.

Have you considered your gift to support the ECU Libraries? https://onestop.ecu.edu/onlinegiving/

Dwain Posey Teague ('93, '98)

Major Gift Officer

Laupus Health Sciences Library and Academic Library Services (Joyner Library and Fletcher Music Library) East Carolina University teagued@ecu.edu<mailto:teagued@ecu.edu>

 $http://www.linkedin.com/profile/view?id=41139971\&authType=name\&authToken=mZO6\&locale=en_US\&pvs=pp\&trk=ppro_viewmore$

Laupus Library Office: 1502 Health Sciences Bldg. Laupus Library Direct #(252) 744-0248 Main Office # (252) 744-2212 Fax # (252) 744-2672

Joyner Library Office: 2402 Joyner Library Direct # (252) 328-0252 Main # (252) 328-6514 Fax # (252) 328-6892 (http://www.ecu.edu)

QIE

Joyner Library

(/cs-lib/index.cfm)

© TODAYS JOYNER HOURS

VIEW ALL (//WWW.ECU EDU

A.IB/ABOUT/HOURS.CFM)

Monday, July 30

8:00am - 5:00pm

(//www.ecu.edu/lib/about
/hours.cfm)

Phone: (252) 328-4176

Menu

Naming Opportunities

Give to Joyner Library (http://www.ecu.edu /cs-lib/giving)

Friends of Joyner Library (http://www.ecu.edu /cs-lib/giving /friends.cfm)

Naming Opportunities (http://www.ecu.edu /cs-lib/giving /naming.cfm)

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Advancement
Council
(http://www.ecu.edu
/cs-lib/giving
/advancementcouncil.cfm)

Past Projects (http://www.ecu.edu /cs-llb/giving /pastprojects.cfm)

Contact Us (http://www.ecu.edu /cs-lib/giving /contactus.cfm)

Give to Joyner Library (https://www.ecu.edu /give/joyner) Joyner Library's spaces, such as the Collaborative Learning Center, Music Library, and Teaching Resources Center are places where patrons seek intellectual pursuits. All who visit will find advanced technology, ergonomic furniture, and inspirational places enhanced by engaging art. Your gift will help enhance library reading rooms, technology zones, study rooms, and research alcoves.

Available Spaces

Research and Instructional Services

Research and Instructional Services (RIS) offers personal assistance and instruction in the use of library resources to members of the ECU community (both on-campus and distance learners). Assistance is provided in person, via e-mail and telephone, and through various web-based services. An extensive program of outreach and library instruction are at the heart of the Department's activities. RIS is located on the 1st floor of Joyner Library in a student centered space for education and creative activities, reference, research, technical assistance on demand, and flexible furniture facilitating collaborative learning.

\$500,000

Music Library (/cs-lib/givlng/musiclibraryexpansion.cfm)

The Music Library is the gem in the musical crown of eastern North Carolina and one the largest music collections in the state. It is home to Joyner's entire audio recording collection as well as the music-related portion of its video recording collection. In addition to these media collections the library owns collections of music scores, books, journals, microforms, and computer software dealing with every musical style and genre from classical to rock to reggae. The Music library also provides a computer/listening lab, study space, audio and video dubbing service and music reference assistance.

\$750,000

Courtyard

Contact Us

Charlotte Fitz-Daniels

Joyner Library's courtyard offers students the chance to relax or study al fresco at six tables shaded by canopy umbrellas. Each table seats up to four people; two additional (mailto:fitzdanielsc16@ecu.bduthes line the courtyard's brick paver perimeter. Several modern sculptures by ECU

(252) 328-0287

School of Art and Design alumni, as well as the lush green landscaping, accentuate the open space. The courtyard is wheelchair accessible.

\$250,000

Instruction Room #1418

Instruction Room 1418 has state of the art technology in a classroom that can accommodate up to 40 students. Five tables seating up to eight students each are equipped with eight electrical outlets and an HDMI port. Individual monitors can project locally from a laptop or from the instructor station located at the front of the room. The instructor teaches from a SMART podium projected to an 85" monitor. A fleet of 20 iPads is available for instruction depending upon course need.

\$100,000

Instruction Room #1415

Instruction Room 1415 is equipped with 25 laptops and a SMART podium connected to a short throw projector. Soundproofing is incorporated into the walls. A fleet of 20 iPads is available for instruction depending upon course need.

\$100,000

Instruction Room #1020

Instruction Room 1020 is equipped with 25 desktop computers and a SMART podium connected to a short throw projector. The room contains a beautiful mural entitled "Tree of Knowledge" that was created by a former ECU student. The mural features strong purple tones of silhouetted students around a tree raising their arms to gather glowing orbs.

\$100,000

Conference Room/Assembly Room #2409

\$50,000

Graduate Lounge

The Graduate Student Lounge is a 350 square foot space designed specifically for graduate students based upon survey feedback and focus groups. Furnishings include four Steelcase Brody WorkLounge modular chairs, two-person lounge seating, two computer workstations, one fixed and four portable whiteboards, and a print station with scanning/emailing capability. Graduate students simply tap their ECU ID to the card reader to access the room. More than 150 different students used the room more than 1,750 times during the fall 2017 semester.

\$50,000

Staff Lounge

\$25,000

Group Study Rooms

On busy days Group Study Rooms throughout the library are in high demand. Collaborative team projects are an essential element of the new pedagogy for many ECU professors teaching skills for the global economy. These rooms allow students to engage in discussions without disturbing others in quiet areas. Many of the Group Study Rooms are equipped with large screen monitors that connect to laptop computers for collaborative work.

\$10,000 - \$15,000 (depending on the room size)

Individual Study Rooms

Joyner Library has more than 50 small rooms for 1-2 people to use for study, research, and project completion. Many of the rooms contain whiteboards. The rooms can be reserved up to three consecutive hours, up to twice per day. During the 2016-2017 school year they were reserved more than 42,000 times.

\$5,000

ECU Libraries (http://www.lib.ecu.edu/) Joyner Library (http://www.ecu.edu/lib)

Suggest a Purchase

(https://lib.ecu.edu/purchase)

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/advanced)	lib/services/borrowing.cfm)
Database List	My Account
(http://www.lib.ecu.edu	(https://catalog.lib.ecu.edu
/databases/)	/access)
Library Catalog	Course Reserves
(https://catalog.lib.ecu.edu/)	(https://www.lib.ecu.edu
E-Journal/E-Book Portal	/reserves.aspx)
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(http://instagram.com

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(/cs-lib/giving)

Joyner Library » Naming Opportunities

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4 of 4 7/30/2018, 2:10 PM



Pledge Form

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Guidelines for Making Gifts of Stock or Securities to ECU Medical & Health Sciences Foundation, Inc.

Tor Lawn Hepler Sciences Librory

Donors are encouraged to contact the Gift Records Office to give notice of his or her gift intent. Although it is not required, we encourage the donor to submit his or her gift intent in writing to verify the intended use of the gift (especially if the gift is being made as a restricted gift) to allow the ECU staff to best serve the donor's intent. Please notify Tammy Garris (garrist@ecu.edu) in the Office of Foundation Financial Services, 2200 S. Charles Blvd, Suite 1100, Greenville, North Carolina 27858, (252) 328-9571, Fax (252) 737-1903.

Electronic Transfers From the Donor's Broker to the ECU Medical & Health Sciences Foundation's Broker

This is the preferred method of transfer.

The donor should notify his broker of the intent to electronically transfer securities to the ECU Medical & Health Sciences Foundation, Inc. The Donor's broker will need the following information:

Official Name of the Receiving Organization: Receiving Organization Broker:

ECU Medical & Health Sciences Foundation, Inc. Merrill Lynch Thomas Rouse 201 W. 1st Street Greenville, NC 27858

DTC 0161

(252) 551-3605

Account Number 79C-02004

ECU Board of Trustees December 12, 2018

MINUTES

The Board of Trustees met in special session on December 12, 2018 in Spilman 105.

Chair Kieran Shanahan called the meeting to order and read the conflict of interest statement. Chair Shanahan called on Asst. Secretary Megan Ayers to call the roll. A quorum was established.

Chair Shanahan asked for a motion to go into closed session. Jordan Koonts made the motion and it was seconded and approved unanimously.

Following closed session, the board moved back into open session. Chairman Shanahan called for any motions originating in closed session.

Vern Davenport moved that the board approve the non-salary compensation for ECU Athletics employees as presented in board materials. The motion was seconded and passed unanimously. This item is included in these minutes as "Attachment A."

Jordan Koonts moved that the board approve the terms and conditions of the contract for John Williams, Director of Strength and Conditions (Head Coach), as presented in board materials. The motion was seconded and passed unanimously. This item is included in these minutes as "Attachment B."

Hearing no further business, the meeting was adjourned.

ADJOURN

####

Respectfully Submitted,

Megan Ayers

Office of the Assistant Secretary to the Board of Trustees

ECU Board of Trustees January 13 - 14, 2019

MINUTES

The Board of Trustees met in special session on January 13 & 14 for an operational planning retreat in Pinehurst, NC.

Chair Kieran Shanahan called the meeting to order on January 13, 2019 at 3:00 p.m. Chairman Shanahan read the conflict of interest statement and called on Asst. Secretary Megan Ayers to call the roll. A quorum was established.

Chair Shanahan asked for a motion to go into closed session. Jordan Koonts made the motion and it was seconded and approved unanimously.

Following closed session, the board moved back into open session and recessed the meeting until January 14, 2019 at 9:00 a.m.

The meeting resumed on January 14, 2019. The board and Vice Chancellor's participated in open discussions in the following areas:

- ECU Finances and the UNC Board of Governors Financial Dashboards
- ECU Enrollment and the UNC Board of Governors Enrollment and Admissions Dashboards
- Committee jurisdictions and work plans for BOT Committees: University Affairs, Research, Economic Development and Engagement, Finance & Facilities, Health Sciences, Athletics & Advancement
- Board communications
- Board priorities and advocacy

There was item that required action. Chairman Shanahan called on Vice Chancellor Golden to present a request for name change for an institute. Vice Chancellor Golden requested that the Small Business Institute's name be changed to "Entrepreneurship Center." Board member Vince Smith made this motion. It was seconded and unanimously passed. This item is listed as "Attachment A."

Chairman Shanahan then asked for a motion to go into closed session. Jordan Koonts made the motion. It was seconded and passed unanimously.

Following closed session, Chairman Shanahan called for any motions originating in closed session. There were none.

Hearing no further business, the retreat meeting was adjourned.

ADJOURN

####

Respectfully Submitted,

Megan Ayers

Office of the Assistant Secretary to the Board of Trustees

Request for Name Change

Current Na	ame: Small Business Institute		
Proposed N	Jame: Entrepreneurship Center		
Rationale:			
provided the for creation of the and an Entrepo	siness Institute (SBI) has served regional small be coundation for entrepreneurial developments in the Miller School of Entrepreneurship has provided reneurship Center would reflect our more expand Business Management, will continue to serve re	e College of Business. The a greater scope for our pro ed mission. The course lin	e recent ograms ked with
rirate Challen ne Summer In evelop a micr roader reach ntrepreneursh	ecent initiatives involving the Miller School incluge (our signature pitch competition), Horizon Livenovation Academy. In addition, the Miller School ro-business network in eastern North Carolina. The and allow the Miller School to be more consistent in programs. The Miller School aspires to be a necessity Center will play an important role in the	ving-and-Learning Community of will play a critical role in this name change will reflect with other leading nation ationally ranked program a	nity, and helping of our al
ECU Center	rs and Institutes Committee recommendation:		
/`	Approve Disappro Jay Golden, Chair, Centers & Institutes Committee	/2 18 18 Date	Other
Chancellor r	recommendation:		M
	Approve Disapprov Cecil Staton, Chancellor	Date Date	Other
ECU Board	of Trustees recommendation:		
_/	Approve Disapprov	/e	Other
	Kieran Shanahan, Chair	Date	

ECU Board of Trustees February 18, 2019

MINUTES

The Board of Trustees met in special session on February 18, 2019 in Spilman 105.

Chair Kieran Shanahan called the meeting to order and read the conflict of interest statement. Chair Shanahan called on Asst. Secretary Megan Ayers to call the roll. A quorum was established.

Chair Shanahan asked for a motion to go into closed session. Jordan Koonts made the motion and it was seconded and approved unanimously.

Following closed session, the board moved back into open session. Chairman Shanahan called for any motions originating in closed session.

Mr. Jordan Koonts moved that the board approve the recommendation from Chancellor Staton and Provost Mitchelson to appoint Dr. Paul Schwager as the next Dean of the College of Business, at a 12 month salary of \$270,000, and as the W. Howard Rooks Distinguised professor, with an associated salary supplement of \$20,000, effective July 1, 2019, contingent upon UNC President approval and the UNC Board of Governors review and consultation. In addition, Mr. Koonts moved that the board approve an annual phone allowance at the rate of \$720 per year in non-salary compensation as presented in board materials. The motion was seconded and unanimously approved. This item is listed as "Attachment A."

Mr. Jordan Koonts moved that the board approve the petition of Mr. Riddick (Rick) Smiley to participate in political activities as presented in board materials. The motion was seconded and unanimously approved. This item is listed as "Attachment B."

Mr. Jordan Koonts moved that the board approve the request for non-salary compensation payments to the eligible faculty members in the School of Dental Medicine as presented in board materials. These payments cover the period of July 1 – December 31, 2018. The motion was seconded and unanimously approved. This item is listed as "Attachment C."

I move that the board approve the request for non-salary compensation for new and existing staff in ECU Athletics as presented in board materials. The motion was seconded and unanimously approved. This item is listed as "Attachment D."

Hearing no further business, the meeting was adjourned.

ADJOURN ####

Respectfully Submitted,

Megan Ayers Office of the Assistant Secretary to the Board of Trustees



Office of the Provost and Senior Vice Chancellor for Academic Affairs

MEMORANDUM

TO: Kieran Shanahan

Chair, ECU Board of Trustees

FROM: Dr. Ronald Mitchelson

Provost

DATE: February 4, 2019

RE: Dean, College of Business

I respectfully request the Board of Trustees approve the recommendation from Chancellor Staton and me to appoint Dr. Paul Schwager as Dean of the College of Business based on the following terms and conditions:

- 1) Appointment effective July 1, 2019, at a twelve-month annual salary of \$270,000. This salary rate is also contingent upon UNC President approval and the UNC Board of Governors review and consultation.
- 2) Appointment as the W. Howard Rooks Distinguished Professor, effective July 1, 2019, with an associated salary supplement of \$10,000 per year. This salary supplement is also contingent upon UNC President approval and the UNC Board of Governors review and consultation.
- 3) An annual phone allowance at the rate of \$720 per year in non-salary compensation.

Attachment: CV for Dr. Paul Schwager



Office of the Vice Chancellor Division of Research, Economic Development & Engagement

Greenville Centre, Suite 1500 | 2200 South Charles Boulevard | Mail Stop 157
East Carolina University | Greenville, NC 27858-4353
252-328-9471 office | goldenj17@ecu.edu

MEMORANDUM

To:

Dr. Cecil P. Staton, Chancellor

From:

Dr. Jay Golden, Vice Chancellor for Research, Economic Development and

Engagement _____

Date:

February 14, 2019

Re:

Petition Regarding Political Activity - Riddick (Rick) Smiley

Rick Smiley, Professional Education Officer in the Office of Research Administration, currently serves on the City of Greenville City Council and intends to file for reelection to that office later this year in anticipation of the November election. According to UNC System Policy 300.5.2, Candidacy for Elective Office; Officeholding (Elective and Appointive Public Office), EHRA personnel must submit a petition prior to becoming a candidate for or accepting an elective office.

The UNC System policy draws a distinction between "minor public office" and "major public office" based on "more than nominal compensation" (defined as over \$10,000). Members of City Council earn a salary of \$8,400, but also receive health insurance benefits valued at \$17,423, which the UNC System policy potentially considers to be additional compensation.

Mr. Smiley has prepared the attached Petition Regarding Political Activity in order to rebut the presumption of a conflict of commitment in the event the compensation for his public service was ever deemed to be "more than nominal." I recommend approval of Mr. Smiley's Petition and do not believe that his political activities will interfere with his University duties.

The UNC System policy requires this Petition to be addressed and resolved by the Board of Trustees and transmitted through the Chancellor. By way of this memorandum, I am seeking your review and execution of Mr. Smiley's Petition and request that you transmit the signed Petition to the Board of Trustees for final approval.

If you approve of Mr. Smiley's Potition, please sign below. Thank you for your consideration.

Approved:\

Cecil P. Staton Chancellor Date:

UNC System Human Resources
Petition Regarding Political Activity

UNC System Policy & Procedure Effective Date: 03-20-2018

SECTION A: INTRODUCTION, DEFINITIONS, AND INSTRUCTIONS

1. Introduction

Under Section 300.5.2 of the UNC Policy Manual, an employee who is exempt from the State Human Resources Act (an "EHRA employee") must submit this petition for review before becoming a candidate for or accepting an appointive or elective public office.

Pursuant to the North Carolina Human Resources Act and the North Carolina Public Records Act, this petition and associated approvals are public records and will be released upon request

2. Relevant Definitions1

- a. "Appointive public office" means a public office that is filled or obtained by means other than an election.
- b. "Conflict of commitment" relates to an individual's distribution of time and effort between obligations to University employment and participation in other activities outside of University employment. A conflict of commitment occurs when the pursuit of such outside activities involves an inordinate investment of time or is conducted at a time that interferes with the employee's fulfillment of University employment responsibilities.
- c. "Conflict of interest" means situations in which financial or other personal considerations, circumstances, or relationships may compromise, may involve the potential for compromising, or may have the appearance of compromising, an employee's objectivity in fulfilling their University duties or responsibilities, including research, service, teaching activities, and administrative duties.
- d. "Elective public office" means a public office that is filled or obtained through the results of an election.
- e. "Full-time employee" means an individual who is employed by the University at least three-quarter (3/4) time, including faculty who are employed on a nine-month per calendar year basis.
- f. "Major public office" means (1) any public office requiring full-time service, regardless of the amount of compensation; (2) any public office requiring service on a part-time basis for which compensation is more than nominal²; or (3) membership in the North Carolina General Assembly.
- g. "Minor public office" means any public office that is not a major public office.
- h. "Part-time employee" means an individual who is employed but who is not a full-time employee.
- i. "Public office" means any national, state, or local governmental position of public trust and responsibility, whether elective or appointive, which is created, prescribed, or recognized by constitution, statute or ordinance (other than within the University of North Carolina).

3. Instructions for Completing Section B of the Petition

The table on the following page specifies which portions of Section B the petitioner must complete. Petitioners also should read Section 300.5.2 in its entirety to ensure they are aware of all applicable requirements and deadlines.

The definitions in Sections 300.5.1 and 300.5.2 of the UNC Policy Manual are incorporated herein by reference,

In this context, "compensation which is more than nominal" means actual annual compensation or expected annual compensation, whichever is greater, in excess of \$10,000, excluding direct reimbursements for expenses incurred by the officeholder incident to holding office, whether such expenses are calculated on a per diem basis or an actual expense basis.

University of North Carolina System Petition Regarding Political Activity

TYPE OF EMPLOYEE AND PROPOSED ACTIVITY	IN SECTION B, COMPLETE:	POLICY NOTES
Any EHRA employee seeking authorization to: ☐ Become a candidate for any minor public office ☐ Occupy any minor public office	 □ Parts 1 and 5 □ Part 3 required only if requesting leave □ Part 4 required only if directed by president or chancellor 	 □ Promptly file with your supervisor a written statement of the amount of any payments to which you would be entitled as a candidate or officeholder and □ If directed by the president or chancellor, submit a petition demonstrating that holding this public office will not create a conflict of commitment
Any EHRA employee seeking authorization to: Become a candidate for any major public office	□ Parts 1, 2, 3, and 4	□ Submit a petition for a full or partial leave of absence during period of candidacy and/or □ Submit a petition demonstrating that becoming a candidate for this public office will not create a conflict of commitment
A <u>full-time</u> EHRA employee seeking authorization to: Occupy a full-time public office	☐ Parts 1 and 3	☐ Submit a petition for a full leave of absence (for up to two years) for the time during which you will hold public office
A full-time EHRA employee seeking authorization to: Occupy a part-time public office for which compensation is more than nominal Occupy a seat in the NC General Assembly	☐ Parts 1, 2, 3, and 4	□ Submit a petition for a full or partial leave of absence during time in office and/or □ Submit a petition demonstrating that holding this public office will not create a conflict of commitment
A part-time EHRA employee seeking authorization to: Coccupy a full-time public office Coccupy a seat in the NC General Assembly	☐ Parts 1, 2, 3, and 4	□ Submit a petition for a full or partial leave of absence during time in office and/or □ Submit a petition demonstrating that holding this public office will not create a conflict of commitment
A part-time EHRA employee seeking authorization to: Occupy a part-time public office for which compensation is more than nominal	 □ Parts 1 and 5 □ Part 3 required only if requesting leave □ Part 4 required only if directed by president or chancellor 	 □ Promptly file with your supervisor a written statement of the amount of any payments to which you would be entitled as a candidate or officeholder and □ If directed by the president or chancellor, submit a petition demonstrating that holding this public office will not create a conflict of commitment

Rev 03-02-2018 Page 2 of 6

	SECTION B:	PETITION INFORMATION
etitioner's Name:	Riddick Smiley	
etitioner's Institution:	East Carolina Univers	ity
NATURE OF PETITION	in the second	
x New Petition		Supplement/Amendment to a previously submitted Petition
UNC Position Title	Research Administrat	tion Professional Education & Outreach Officer
Petitioner's UNC Appo	intment Type	Petitioner's Full/Part Time Status
9-Month Faculty		x Full-Time (at least ¾ time or 9 months)
12-Month Facult	У	Part-Time (less than ¾ time or 30 hrs/wk
Senior Academic	and Administrative Offi	icer, Tier I
Senior Academic	and Administrative Offi	icer, Tier II
x Other EPA Non-f	aculty appointment	
Public Office Title	Council Member – Cit	ty of Greenville, NC
Public Office Type (as d	efined in Section A)	Activity Type (check all that apply)
Full-Time Public (Office	x Campaign for Public Office
Member of Gene	ral Assembly	x Occupy a Public Office
x Part-time public	office with compensatio	on exceeding \$10,000
Part-time public	office with compensatio	on not exceeding \$10,000
DESCRIPTION OF DUTIES	S AND WORK SCHEDULI	E (Supplemental information may be attached to this Petition.)
titioner's University Dut suming a 40-hour work v slude teaching and gradii	ies (Provide a breakdov veek unless regularly scl ng, instructional prepara	wn of the percent of time dedicated to assigned work duties hedule to work fewer hours per week. Examples of categories ation, mentoring/advising students, supervision of staff, resear ernal committees or service, fundraising, or other project/
		on initiatives on behalf of the Office of Research description for additional information.

University of North Carolina System Petition Regarding Political Activity

Petitioner's Name:	Riddick Smiley	
Petitioner's Institution:	East Carolina University	

Petitioner's Assigned Work Schedule (Even if not regularly defined, indicate all key obligations that are on a set schedule.)

M-F 8-5	 	

Campaign Activities (Provide a description of campaign activities, including types of campaign events, meetings with constituents and campaign staff, travel time for such meetings, or other expected activities.)

Serving on the Greenville City Council requires running for election every 2 years (on odd numbered years). Between July and November of 2019, this will involve approximately 15-20 hours per week meeting voters, sending mail and e-mail, attending candidate forums. All of this activity happens outside of business hours – in the evenings and on weekends. All of this activity takes place in Greenville, NC.

Expected Time Commitments for Campaigning (Include beginning and end dates for campaign, dates/times of all key obligations known or anticipated, expected average hours per work week, particularly hours that would fall within the petitioner's assigned work schedule.)

Between July and November, approximately 15-20 hours per week meeting voters, sending mail and e-mail, attending candidate forums. All of this activity happens outside of business hours – in the evenings and on weekends.

Public Office Duties (Provide a description of the duty requirements for the public office, including meetings with constituents, travel time, standing committee obligations, or other expected service requirements.)

Year round, approximately 30 hours per month attending public meetings, meeting with City staff, and responding to constituent requests. In addition to twice a month Council meetings, most members serve as liaisons to 2-5 citizen commissions which generally meet once a month. The vast majority of these activities take place outside of business hours — in the evenings and on weekends.

Expected Time Commitments for Holding Office (Include beginning and end dates of term, dates/times of all key obligations known or anticipated, expected average hours per work week, particularly hours that would fall within the petitioner's assigned work schedule.)

Year round, approximately 30 hours per month attending public meetings, meeting with City staff, and responding to constituent requests. The vast majority of these activities take place outside of business hours – in the evenings and on weekends. There are occasional activities which take place during the business day which are managed either over lunch or as vacation leave (~4 hours per month).

University of North Carolina System Petition Regarding Political Activity

ATTESTATION OF NO CONFLICT OF COMMITMENT Explain why the proposed campaigning and/or office-holding does not create a conflict of commitment with your University duties. If requesting a partial leave of absence requested. ATTESTATION OF NO CONFLICT OF COMMITMENT Explain why the proposed campaigning and/or office-holding does not create a conflict of commitment with your University duties. If requesting a partial leave of absence or full leave of absence for a portion of a semester that adversely would affect the instructional services available to students, (for example, substituting another instructor for the petitioner to teach a course for a portion of the academic term.) All campaigning and office-holding duties are done outside of the business day or using personal vacation leave in amounts not significantly beyond what would normally be used by other employees.	Petitioner's Name:	Riddick Smiley
No leave requested. Full leave of absence (Required if full-time employee occupying a full-time public office, not to exceed two years.) Partial leave of absence (Approval of scope and duration are at the discretion of the Petitioner's institution.) Describe the proposed work schedule, including total hours per work week. Provide the time frame for the absence, using specific dates as often as practicable. Clarify if this leave or reduced schedule is being requested intermittently or continuously. No leave of absence requested. Explain why the proposed campaigning and/or office-holding does not create a conflict of commitment with your University duties. If requesting a partial leave of absence, clarify what duties you propose to eliminate or reduce, if any, during this period. Please note that the Board of Governors do not permit partial leave of absence or full leave of absence for a portion of a semester that adversely would affect the instructional services available to students, (for example, substituting another instructor for the petitioner to teach a course for a portion of the academic term.) All campaigning and office-holding duties are done outside of the business day or using personal vacation	Petitioner's Institution:	East Carolina University
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for the absence, using specific dates as often as practicable. Clarify if this leave or reduced schedule is being requested intermittently or continuously. No leave of absence requested. No leave of absence requested. Explain why the proposed campaigning and/or office-holding does not create a conflict of commitment with your University duties. If requesting a partial leave of absence, clarify what duties you propose to eliminate or reduce, if any, during this period. Please note that the Board of Governors do not permit partial leave of absence or full leave of absence for a portion of a semester that adversely would affect the instructional services available to students, (for example, substituting another instructor for the petitioner to teach a course for a portion of the academic term.) All campaigning and office-holding duties are done outside of the business day or using personal vacation	Full leave of absortwo years.) Partial leave of a	ence (Required if full-time employee occupying a full-time public office, not to exceed
Explain why the proposed campaigning and/or office-holding does not create a conflict of commitment with your University duties. If requesting a partial leave of absence, clarify what duties you propose to eliminate or reduce, if any, during this period. Please note that the Board of Governors do not permit partial leave of absence or full leave of absence for a portion of a semester that adversely would affect the instructional services available to students, (for example, substituting another instructor for the petitioner to teach a course for a portion of the academic term.) All campaigning and office-holding duties are done outside of the business day or using personal vacation	for the absence	, using specific dates as often as practicable. Clarify if this leave or reduced schedule is
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	your University duties. reduce, if any, during the absence or full leave of services available to stu	If requesting a partial leave of absence, clarify what duties you propose to eliminate or his period. Please note that the Board of Governors do not permit partial leave of absence for a portion of a semester that adversely would affect the instructional dents, (for example, substituting another instructor for the petitioner to teach a
S. PAYMENT FOR PUBLIC OFFICE	. PAYMENT FOR PUBLIC C	DFFICE

\$8,400 annually plus health insurance benefits valued at \$17,423 (potentially considered compensation under UNC System Office policies) would total \$25,823.

public office.

University of North Carolina System Petition Regarding Political Activity

Petitioner's Name:	Riddick Smiley	
Petitioner's Institution:	East Carolina University	

SECTION C: SIGNATURE OF PETITIONER

I hereby certify that all information submitted on this Petition and any supporting documentation provided is true, complete to the best of my knowledge and belief, and filed in good faith.

Petitioner's Signature

SECTION D: REVIEW AND DECISION

This petition will be reviewed and a decision will be made pursuant to Section 300.5.2 of the UNC Policy Manual.

If the Petition is in regard to a minor public office (or, for a part-time employee, for a part-time public office with compensation less than \$10,000), then only supervisory receipt is required and no further action is necessary. However, if the president (with respect to senior academic and administrative officers (SAAO) and employees of the UNC System Office) or the chancellor (with respect to other employees of the constituent institution, other than SAAOs) believes that a material conflict of commitment may exist in a particular case, the president or the chancellor may direct this petitioner to complete the attestation of no conflict of commitment, and the chancellor (or president) would submit the petition either to the Board of Governors or the appropriate board of trustees for resolution.

Petitions by SAAOs, and by any other employee if the petition concerns candidacy and office-holding in the General Assembly, shall be addressed to and resolved by the Board of Governors, shall be transmitted through the president, and shall be accompanied by a recommendation from the Petitioner's chancellor, if applicable. If the petition pertains to a chancellor, it shall be accompanied by a recommendation of the board of trustees of the chancellor's institution.

Petitions by University employees other than SAAOs, with the exception of petitions concerning candidacy and office-holding for the General Assembly, shall be addressed to and resolved by the appropriate board of trustees and shall be transmitted through the chancellor. With respect to each such decision rendered by a board of trustees, the chancellor shall transmit to the Committee on University Governance of the Board of Governors a report, containing such information as the committee may specify, concerning the action of the board of trustees.

SIGNATURES (if required)				
Qui B. Col	1/28/2019			
Petitioner's Supervisor	Date	1	Board of Trustees	Date
Oscil OS	Sun 2/1	5 4		
Chancellor	Date	1	Board of Governors	Date
President	Date			

Attachment B Office of Research Administration Division of Research, Economic Development & Engagement



Greenville Centre, Suite 2900 | 2200 South Charles Boulevard
Pre-Award Services Mail Stop 165 | Post-Award Services Mail Stop 211
East Carolina University | Greenville, NC 27858-4353
252-328-9530 office | https://rede.ecu.edu

MEMORANDUM

To:

Jay Golden, Ph.D.

From:

Rick Smiley

Date:

13 February 2019

Re:

Petition Regarding Political Activity

According to UNC System policy, EHRA personnel must submit a petition prior to becoming a candidate for or accepting an elective office. As you may know, I currently serve on the City of Greenville City Council and intend to file for reelection to that office later this year in anticipation of the November election.

The UNC System policy draws a distinction between "minor public office" and "major public office" on the basis of "more than nominal compensation" (defined as over \$10,000). Members of City Council earn a salary of \$8,400, but also receive health insurance benefits which the UNC System policy potentially considers to be additional compensation.

At the advice of Toni Grace, Associate University Attorney, I have prepared the attached petition, and reviewed it with Julie Cole, in order to rebut the presumption of a conflict of commitment in the event the compensation for my public service was ever deemed to be "more than nominal."

Ms. Grace further suggested I request that you forward this petition to the Chancellor for review and presentation to the Board of Trustees. I understand Ms. Grace intends to contact you directly to further clarify.

cc: Julie B. Cole

School of Dental Medicine



Ledyard E. Ross Hall | 1851 MacGregor Downs Road | Mail Stop 701 East Carolina University | Greenville, NC 27834-4354 252-737-7000 office | 252-737-7049 fax | www.ecu.edu/dental

MEMORANDUM

TO: Mr. Kieran Shanahan, Chair

ECU Board of Trustees

Cecil P. Staton, D.Phil.

Chancellor

Mark Stacy, MD

Vice Chancellor for Health Sciences Division

FROM: D. Gregory Chadwick, DDS, MS

Dean

SUBJECT: Request for Approval to pay SoDM Faculty Practice Incentive Payments

DATE: January 28, 2019

In accordance with the East Carolina University Policy on Non-Salary and Deferred Compensation for Employees Exempt from the State Personnel Act, the School of Dental Medicine would like to request approval for the attached list of non-salary compensation payments to eligible faculty members. These payments are in recognition of the individuals' clinical productivity in faculty practice as stipulated in their employment contracts. These payments cover the period July 1, 2018 through December 31, 2018.

Attached are the details of this request, as well as a spreadsheet indicating participating faculty member's individual compensation.

Thank you in advance for your consideration of this request.

Attachments (2)

- 1. Request to Board of Trustees for Approval to pay Faculty Practice Bonus Payments
- 2. July 1 December 31, 2018 Table with Faculty Names and Incentive/Bonus Amounts
- c: Ms. Lisa Hudson, Associate Vice Chancellor, Health Sciences Human Resources Ms. Anne Jenkins, Executive Director for Business and Financial Affairs, SoDM Ms. Paula Daughtry



ECU School of Dental Medicine Incentive Information for BOT

July 1, 2018 - December 31, 2018

Faculty	Incentive Payment Sa Qtr 1 & 2
Dr. Daune Humphrey	\$2,341.49
Dr. Maggie Pafford	\$2,687.13
Dr. Loren Alves	\$7,415.86
Dr. Alex Gillone	\$12,110.39
Dr. Alex Kordis	\$8,166.07
Dr. Acela Martinez-Luna	\$22,327.50
Dr. Van McCarlie	\$7,186.47
Dr. Nikki Tucker	\$9,865.85
Dr. Robert Keim	\$8,005.82
Dr. Mahmoud Serag	\$15,300.65
Dr. Stevan Thompson	\$8,343.70
Dr. Jason Buschman	\$3,281.46
Dr. Michael Webb	\$1,912.15
Dr. Paul Lindauer	\$437.10
Dr. Alison Yeung	\$663.87
Dr. David Paquette	\$1,777.98

4

Request to Board of Trustees for Approval of Faculty Practice Incentive Payments (Non-Salary and Deferred Compensation Plan in School of Dental Medicine)

The Board of Trustees is asked to approve Faculty Practice Incentive Payments to eligible faculty in the School of Dental Medicine (SoDM). UNC Policy Manual 300.2.14, "Non-Salary and Deferred Compensation", and ECU Policy on Non-Salary and Deferred Compensation for Employees Exempt from the State Personnel Act authorize the Board of Trustees to approve non-salary compensation for EHRA employees.

In accordance with The UNC Policy Manual 300.2.14, "Non-Salary and Deferred Compensation", this document delineates the SoDM Faculty Practice Incentive Payment criteria and the process for generating the proposed payments to faculty in the ECU School of Dental Medicine.

School of Dental Medicine faculty in Ross Hall are encouraged to develop a Faculty Practice (FP) to hone and maintain their skill set and to further meet the needs of the patient community. The services performed in the FP are exclusively provided by the faculty as opposed to students and residents under the supervision of faculty. These proposed incentives are designed to encourage activity that provides care to more complex patients in our communities as well as patients from the School of Dental Medicine student clinic whose treatment plans require certain procedures too complex for our students or residents to provide. In addition, these incentive payments are a critical tool in the recruiting package necessary to attract high quality faculty. Students and patients clearly benefit from instruction by faculty who are experienced and committed to caring for the more complex patients.

As the emerging Faculty Practice gains momentum, conventional wisdom is that we develop an incentive model to encourage faculty to increase clinical productivity in the FP. To incentivize the achievement of these clinical productivity targets, the School of Dental Medicine is developing a formal Incentive Payment Plan. Until this plan is developed and approved, we would like to pay 30% of collected net revenue to all faculty participating in Faculty Practice and thus, we seek the Board of Trustees' approval to make the specific payments proposed.

With the exception of three, they reflect an amount equal to 30% of collected revenue from the patient care each provider directly performed in the FP.

- The School of Dental Medicine proposes an amount equal to 45% of collected revenue from the patient care performed by two periodontists within the school. Drs. Guillone and Martinez-Luna are both periodontists who came to us in mid-2017 as a result of a search for a periodontist that had begun in March, 2016. We were able to attract both spouses with lower base salaries by offering the 60% incentive plan for their first year. This went to 45% in this, their second year, and will be 30% thereafter.
- The third proposed exception is for Dr. Buschman, an oral and maxillofacial surgeon. Dr. Buschman came to us in mid-2018 as the result of a search that began in August, 2017. We were able to attract Dr. Buschman by offering a 40% incentive plan for his first and second year and 30% thereafter.

All incentives will be paid from non-state clinical funds generated from the Faculty Practice.

Request to East Carolina University Board of Trustees February 18, 2019

2018-19 ECU Athletics Department Staff Non-Salary Compensation – New and Existing Employees

In accordance with UNC Policy 300.2.14 and the *ECU Policy on Non-Salary and Deferred Compensation* for Employees Exempt from the State Personnel Act, this non-salary compensation plan for East Carolina University Athletics staff is endorsed by the Chancellor and submitted for consideration by the East Carolina University Board of Trustees.

To the extent allowed by applicable law and the policies of ECU and the University of North Carolina and subject to the approval of such entities as may be required by law and of any said policies, employees in the positions identified below would be eligible for the specified non-salary compensation based upon completion and/or achievement of the benchmark(s) established for said bonus. Payment of any such non-salary compensation is contingent upon the availability of non-State appropriated funds. These non-salary compensation items cover the 2018-19 budget year and are or will be stipulated in each eligible employee's employment agreement. Use of the words "you" and "your" refer to each employee identified below as eligible for the non-salary compensation described. Decisions concerning non-salary compensation shall not be based in whole or in part upon discriminatory factors of the employee's race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status. Employees may be eligible for additional non-salary compensation not listed below, but only to the extent allowed by applicable law and policies and expressly approved by the East Carolina University Board of Trustees and such entities as may be required by law and said policies.

2018-19 Non-Salary Compensation

Housing

Housing: Temporary housing will be made available for you up to 30 days.

Assistant Coach, Inside Linebackers – Byron Thweatt Director of Football Operations – Nina Baloun Director of Player Development - Tarron Williams Director of Recruiting/Player Development - John Gunter

Housing: Temporary housing will be made available for you up to 6 days.

Assistant Coach, Strength and Conditioning-Ashton Farmer

Buyout Payment

To the extent permitted by applicable law and University of North Carolina and ECU policy, ECU agrees to pay Assistant Coach's obligation under his previous employment agreement with Marshal University

to pay a "Buyout" payment to Marshal University in an amount not to exceed \$17,500 by January 15, 2019.

Assistant Coach, Inside Linebackers – Byron Thweatt

Potential Non-Salary Bonus Compensation:

Payment of all non-salary bonus compensation is contingent upon the availability of non-State appropriated funds, the varsity sport program being in compliance with all NCAA, Conference, UNC and ECU policies, regulations, bylaws, and constitutional provisions including, but not limited to, those relating to academic matters and achieving all minimum Academic Progress Rate ("APR") standards; the employee being actively employed in the position, and there being no pending or active NCAA, Conference, UNC or ECU investigations of violations relating to the sport program, or relating to academic matters or conduct of any person who is a part of the varsity sport program. The amount of such bonuses, if any, shall be recommended by the Director after consultation with the Head Coach. If the above-referenced contingencies are satisfied (including any and all necessary approvals), the employee may be eligible for non-salary bonus compensation.

1. Football Assistant Coaches and Football Staff

Academic Bonus

A one-time bonus of up to \$5,000 per year for the academic year ending May 2019, if calculated according to NCAA requirements, the ECU varsity intercollegiate football team ("Team") has, with regard to single-year Academic Progress Rate ("APR") for the Team, achieved an APR of 950 or more. The employee will be eligible to receive this bonus when the APR is reported publicly. Further, in order to receive payment of this bonus, you must be employed by and performing substantial services for ECU on the date the APR is reported publicly.

Employees who may be eligible for this bonus:

Assistant Coach, Inside Linebackers – Byron Thweatt Director of Football Operations – Nina Baloun Director of Player Development - Tarron Williams Director of Recruiting/Player Development - John Gunter Assistant Coach, Cornerbacks - Brandon Lynch

2. Olympic Sport Head Coaches (all varsity, NCAA-recognized sports other than FB, MBB, WBB, Baseball)

Competitive Bonus

In the event that the team wins the American Athletic Conference Championship or the team is selected for NCAA (post season) Championship Tournament appearance, you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator. Payment of any such bonuses shall be further contingent upon the availability of non-State appropriated funds, the varsity sport

program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and constitutional provisions including, but not limited to, those relating to academic matters and achieving all minimum APR standards; and there being no pending or active NCAA, Conference, or ECU investigations of significant, intentional, or repetitive violations and conduct of any person who is a part of the varsity sport program.

Head coaches who may be eligible for this bonus:

Head Soccer Coach – Jason Hamilton
Head Men's Golf Coach - Andrew Sapp
Head Women's Golf Coach - Kevin Williams
Head Lacrosse Coach - Amanda Barnes
Head Softball Coach - Courtney Oliver
Head Swimming & Diving Coach - Matt Jabs
Head Men's Tennis Coach - Shawn Heinchon
Head Women's Tennis Coach - Tom Morris
Director of Men's and Women's Track and Field/Cross Country - Curt Kraft
Head Volleyball Coach - Julie Torbett

Academic Bonus

In the event that the team earns the American Athletic Conference academic award as determined by the American Athletic Conference office, you may be eligible for an academic bonus of up to 1/12 of your annual salary. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator. Payment of any such bonuses shall be further contingent upon the availability of non-State appropriated funds, the varsity sport program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and constitutional provisions including, but not limited to, those relating to academic matters and achieving all minimum APR standards; and there being no pending or active NCAA, Conference, or ECU investigations of significant, intentional, or repetitive violations involving or relating to academic matters or conduct of any person who is a part of the varsity sport program.

Head coaches who may be eligible for this bonus:

Head Soccer Coach – Jason Hamilton
Head Men's Golf Coach - Andrew Sapp
Head Women's Golf Coach - Kevin Williams
Head Lacrosse Coach - Amanda Barnes
Head Softball Coach - Courtney Oliver
Head Swimming & Diving Coach - Matt Jabs
Head Men's Tennis Coach - Shawn Heinchon
Head Women's Tennis Coach - Tom Morris
Director of Men's and Women's Track and Field/Cross Country - Curt Kraft
Head Volleyball Coach - Julie Torbett

The maximum cumulative bonus amount (bonus payments of all types combined) that may be earned in any fiscal year (July-June) shall not exceed 25% of your annual salary.

3. Olympic Sport Assistant Coaches and Directors of Operations (sports other than FB, MBB, WBB, Baseball)

Competitive Bonus

In the event that the team wins the Conference Championship or the team is selected for NCAA (post season) Championship Tournament appearance, you may be eligible for one bonus of up to 1/12 of your annual salary. The amount of such bonuses shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. Payment of any such bonuses shall be further contingent upon the availability of non- State appropriated funds, the varsity sport program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and constitutional provisions including, but not limited to, those relating to academic matters and achieving all minimum APR standards; and there being no pending or active NCAA, Conference, or ECU investigations of significant, intentional, or repetitive violations and conduct of any person who is a part of the varsity sport program.

Employees who may be eligible for this bonus:

Assistant Soccer Coach - Emily Buccilla

Assistant Softball Coach - Ellie Cooper

Assistant Volleyball Coach – Moneshia Simmons

Director of Softball Operations - Maggie Hawkins

Assistant Men's Golf Coach - Dan Ruyle

Assistant Lacrosse Coach - Alexis Cross

Assistant Lacrosse Coach - Emily Parros

Assistant Soccer Coach - Brad Keller

Assistant Softball Coach - Molly Fichtner

Assistant Softball Coach - Jess Hirschbuhl

Assistant Swim Coach - Jesse Lyman

Assistant Swim Coach - Kate Moore

Assistant Swim Coach - John Newell

Assistant Swim Coach - Kevin Woodhull-Smith

Assistant Men's Tennis Coach - Ian Van Cott

Assistant Women's Tennis Coach - Kirstin Burgess

Assistant Track Coach - Brie Berkowitz

Assistant Track Coach - Udon Cheek

Assistant Track Coach - Jeffrey Gray

Assistant Track Coach - David Price

Assistant Track Coach - Josey Weaver

Academic Bonus

In the event that the team earns the American Athletic Conference academic award as determined by the American Athletic Conference office, you may be eligible for an academic bonus of up to 1/12 of your annual salary. The amount of such bonus shall be determined by the Director of Athletics after consultation with the Sport Administrator and Head Coach. Payment of any such bonuses shall be further contingent upon the availability of non-State appropriated funds, the varsity sport program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and

constitutional provisions including, but not limited to, those relating to academic matters and achieving all minimum APR standards; and there being no pending or active NCAA, Conference, or ECU investigations of significant, intentional, or repetitive violations involving or relating to academic matters or conduct of any person who is a part of the varsity sport program.

Employees who may be eligible for this bonus:

Assistant Soccer Coach – Emily Buccilla

Assistant Softball Coach - Ellie Cooper

Assistant Volleyball Coach – Moneshia Simmons

Director of Softball Operations - Maggie Hawkins

Assistant Men's Golf Coach - Dan Ruyle

Assistant Lacrosse Coach - Alexis Cross

Assistant Lacrosse Coach - Emily Parros

Assistant Soccer Coach - Brad Keller

Assistant Softball Coach - Molly Fichtner

Assistant Softball Coach - Jess Hirschbuhl

Assistant Swim Coach, Diving - Jesse Lyman

Assistant Swim Coach - Kate Moore

Assistant Swim Coach - John Newell

Assistant Swim Coach - Kevin Woodhull-Smith

Assistant Men's Tennis Coach - Ian Van Cott

Assistant Women's Tennis Coach - Kirstin Burgess

Assistant Track Coach - Brie Berkowitz

Assistant Track Coach - Udon Cheek

Assistant Track Coach - Jeffrey Gray

Assistant Track Coach - David Price

Assistant Track Coach - Josey Weaver

The maximum cumulative bonus amount (bonus payments of all types combined) that may be earned in any fiscal year (July-June) shall not exceed 25% of your annual salary.

4. Men's Basketball Assistant Coaches and Director of Operations

Retention Bonus

If you are employed continuously during the immediate preceding twelve months in the position of Assistant Basketball Coach or Director of Basketball Operations at ECU on October 1, 2018, you shall be eligible to receive a one-time retention bonus of up to one-twelfth (1/12) of your annual base salary in effect on the immediately preceding March 31 in such amount as the Director of Athletics will establish prior to the Retention Date after consultation with the Head Coach. The factors to be considered by the Director in making this determination will include competitive performance and team achievement consistent with the goals of university's department of athletics.

Employees who may be eligible for this bonus:

Assistant Coach - Ken Potosnak
Director of Basketball Operations - Kyle Robinson

5. Women's Basketball Assistant Coaches and Director of Operations

Retention Bonus

If you are employed continuously during the immediate preceding twelve months in the position of Assistant Basketball Coach or Director of Basketball Operations at ECU on October 1, 2018, you shall be eligible to receive a one-time retention bonus of up to one-twelfth (1/12) of your annual base salary in effect on the immediately preceding April 30 in such amount as the Director of Athletics will establish prior to the Retention Date after consultation with the Head Coach. The factors to be considered by the Director in making this determination will include competitive performance and team achievement consistent with the goals of university's department of athletics.

Employees who may be eligible for this bonus:

Acting Head Coach - Nicole Mealing Assistant Coach - Chad Killinger Assistant Coach - Celeste Stewart Director of Basketball Operations - Hayley Hollis

6. Baseball Assistant Coaches and Director of Operations

Retention Bonus

If you are employed continuously during the immediate preceding twelve months in the position of Assistant Baseball Coach or Director of Baseball Operations at ECU on October 1, 2018, you shall be eligible to receive a one-time retention bonus of up to one-twelfth (1/12) of your annual base salary in effect on the immediately preceding June 15 in such amount as the Director of Athletics will establish prior to the Retention Date after consultation with the Head Coach. The factors to be considered by the Director in making this determination will include competitive performance and team achievement consistent with the goals of university's department of athletics. Payment of any such bonuses shall be further contingent upon the availability of non-State appropriated funds, the varsity Baseball program being in compliance with all NCAA, Conference, and ECU policies, regulations, bylaws, and constitutional provisions including, but not limited to, those relating to academic matters and achieving all minimum APR standards; and there being no pending or active NCAA, Conference, or ECU investigations of significant, intentional or repetitive violations and conduct of any person who is a part of the varsity Baseball program.

Competitive Bonus

You shall be eligible to receive a competitive Bonus in the amounts as specified in conjunction with the team's achievement below:

Conference Champion (either Regular Season or Tournament)	\$2,500
NCAA Regional Participation	\$2,500
NCAA Super Regional Participation	\$5,000

NCAA College World Series (CWS) Participation \$10,000

National Champion (Win NCAA CWS) \$10,000

These bonuses are cumulative.

Employees who may be eligible for this bonus:

Assistant Coach - Jeff Palumbo Assistant Coach - Dan Roszel Director of Baseball Operations - Pete Buscaino

Country Club Memberships

Subject to approval by the Director of Athletics, designated individuals may receive Club memberships if the membership is deemed useful to the university and is job related and the club has a policy prohibiting discrimination against groups protected by federal and North Carolina law. Employees who may be eligible to receive membership:

Sr. Associate Athletics Director/Executive Director Pirate Club - Phillip Wood Associate Athletics Director/Associate Executive Director Pirate Club - Mark Hessert Assistant Athletics Director/Major Gifts Officer Pirate Club - Will Chriscoe Assistant Athletics Director/Major Gifts Pirate Club - Matt Maloney Sr. Associate Athletics Director Internal Operations - JJ McLamb Assistant Athletics Director Strength and Conditioning - Jeff Connors Director of Football Administration-Dale Steele Head Football Coach - Mike Houston Head Women's Golf Coach - Kevin Williams Head Men's Golf Coach - Andrew Sapp

2-4-19 SC

ECU Board of Trustees March 13, 2019

MINUTES

The Board of Trustees met in special session on March 13, 2019 in Spilman 105.

Chair Kieran Shanahan called the meeting to order and read the conflict of interest statement. Chair Shanahan called on Asst. Secretary Megan Ayers to call the roll. A quorum was established.

Chairman Shanahan called on Vice Chancellor Sara Thorndike to present the first item related to a student fee revision. Vice Chancellor Thorndike presented a change to the student fee proposal, eliminating the \$15 decrease in the undergraduate and graduate application fees.

Following her presentation, Chairman Shanahan called for a vote. Mr. Fielding Miller moved that the board approve the adjustment to the ECU Tuition and Fees recommendations that were approved in November 2018. This adjustment includes eliminating the \$15 decrease in the undergraduate and graduate application fees. The motion was seconded and approved unanimously. This item can be found attached as "Attachment A."

Chair Shanahan asked for a motion to go into closed session. Jordan Koonts made the motion and it was seconded and approved unanimously.

Following closed session, the board moved back into open session. Chairman Shanahan called for any motions originating in closed session. There were none.

Hearing no further business, the meeting was adjourned.

ADJOURN

####

Respectfully Submitted,

Megan Ayers

Office of the Assistant Secretary to the Board of Trustees

Action Item

The University is requesting Board of Trustees approval for the following tuition and fee changes for fiscal year 2019-2020

- Tuition
 - Dental tuition \$1,000 increase
- Mandatory Fees
 - Athletics \$50 increase
 - Education & Technology \$8 increase
 - Student Centers Operations \$8 increase
 - Student Recreation Center Debt Service \$15 decrease
- Miscellaneous Charges and Special Fees
 - Undergraduate and graduate Application Fees \$15 decrease
 - New Readmission Fee of \$35
 - Dental Medicine Electronic Textbooks \$233 increase
- Nonmandatory Fees
 - Housing 2.5% average increase
 - Dining 2.5% increase
 - Parking 2% increase



ECU Board of Trustees March 25, 2019

MINUTES

The Board of Trustees met in special session on March 25, 2019 in Spilman 105.

Chair Kieran Shanahan called the meeting to order and read the conflict of interest statement. Chair Shanahan called on Asst. Secretary Megan Ayers to call the roll. A quorum was established.

Chair Shanahan asked for a motion to go into closed session. Jordan Koonts made the motion and it was seconded and approved unanimously.

Following closed session, the board moved back into open session. Chairman Shanahan called for any motions originating in closed session. There were none.

Hearing no further business, the meeting was adjourned.

ADJOURN

####

Respectfully Submitted,

Megan Ayers

Office of the Assistant Secretary to the Board of Trustees

ECU Board of Trustees March 29, 2019

MINUTES

The Board of Trustees met in special session on March 29, 2019 in Spilman 105.

Chair Kieran Shanahan called the meeting to order and read the conflict of interest statement. Chair Shanahan called on Asst. Secretary Megan Ayers to call the roll. A quorum was established.

Chair Shanahan asked for a motion to go into closed session. Jordan Koonts made the motion and it was seconded and approved unanimously.

Following closed session, the board moved back into open session. Chairman Shanahan called for any motions originating in closed session.

Mr. Fielding Miller moved that the board approve the memorandum of understanding with ECU Women's Basketball Coach Kim McNeil as presented in board materials. The motion was seconded and approved unanimously. This item is attached as "Attachment A."

Hearing no further business, the meeting was adjourned.

ADJOURN

####

Respectfully Submitted,

Megan Ayers

Office of the Assistant Secretary to the Board of Trustees

MEMORANDUM OF UNDERSTANDING

TO: Kim McNeill

FROM: Cecil P. Staton

Chancellor

DATE: March 28, 2019

SUBJECT: ECU Head Women's Basketball Coach Memorandum of Understanding ("MOU" or

"Agreement")

East Carolina University ("ECU" or "UNIVERSITY") and its Athletic Department (the "Department") are enthusiastic about the opportunity for you ("COACH") to become the UNIVERSITY'S next Head Women's Basketball Coach. On behalf of East Carolina University, and subject to approval by the Board of Trustees of East Carolina University and a satisfactory background check, we extend an offer of employment to you as the Head Women's Basketball Coach of our NCAA Division I Women's Basketball Team (the "Team") and the UNIVERSITY's women's basketball program (the "Basketball Program"). Upon your acceptance below, the terms of this offer will be incorporated into our Head Women's Basketball Coach Employment Agreement that will be negotiated by the parties in good faith. The material business terms of our offer, which are binding upon both parties once approved by the ECU Board of Trustees and this MOU is signed, include:

1. Term of Employment:

- (a) ECU employs COACH as Head Women's Basketball Coach for a term of five (5) years beginning on April 1, 2019 and ending on March 31, 2024. COACH accepts employment in this position and agrees to faithfully, diligently, and competently perform the duties of COACH, as set forth herein. COACH's employment under this Agreement shall continue until the ending date set forth above, unless terminated earlier as provided herein or extended beyond the date as the parties shall agree in writing and as approved by ECU's Chancellor (the "Chancellor") and, if required by applicable policy, by UNIVERSITY'S Board of Trustees.
- (b) COACH shall be considered a non-faculty Senior Academic and Administrative Officer-Tier II ("SAAO Tier II") employee exempt from the North Carolina State Human Resources Act ("EHRA"), such positions being known as EHRA Non-Faculty (or EPA Non-Faculty) at ECU. COACH'S employment is subject to the East Carolina University "Employment Policy for Employees Exempt from the State Human Resources Act" as adopted by the Board of Trustees, and as revised from time to time (the "Policy"). The Policy and other policies and rules to which COACH is subject and shall abide are contained in the Code of the UNC Board of Governors and ECU's policies, regulations and rules. Such policies may be accessed at: http://www.ecu.edu/PRR and

https://www.northcarolina.edu/apps/policy/index.php?pg=toc&id=12&added=&retu

- <u>rn url=%2 Fapps%2Fpolicy%2Findex.php%3Fpg%3Dtoc%26id%3D</u> and are incorporated herein by reference. COACH accepts and shall abide by the Code of the UNC Board of Governors and ECU's policies, regulations and rules.
- (c) The Director of Athletics for the UNIVERSITY ("Director" or "Director of Athletics") shall provide a written evaluation of the COACH's performance on an annual basis.
- (d) It is expressly understood and agreed by the parties that this Agreement is not effective until COACH has satisfied ECU's background check requirements and, should COACH not satisfy said requirements, this Agreement is null and void and without legal consequence to the Parties.

2. COACH's Duties:

- (a) ECU hereby employs COACH as the Head Women's Basketball Coach of the Team with all the duties, responsibilities, and obligations normally associated with the position of Head Women's Basketball Coach at a major university. Duties include, but are not limited to, the following:
 - i. COACH will serve as the Head Women's Basketball Coach of the Team and devote her full time, energy, and abilities for the exclusive benefit of ECU as specifically set forth herein. COACH will be responsible for performing all the duties, responsibilities, and obligations normally associated with the position of Head Women's Basketball Coach at a major university.
 - ii. The COACH shall perform all duties specified herein in strict compliance with the constitution, by-laws, rules, and regulations of the NCAA, and the American Athletic Conference (the "AAC") and any other association, conference, or like organization approved by the NCAA with which ECU is or may become affiliated (the "Conference"), including recruiting rules, and with the policies of East Carolina University and its Athletics Department and of the Board of Governors of The University of North Carolina (the "BOG") and any applicable State or federal law, rule or regulation, as, collectively, the same are now constituted or as any of the same may be amended during the term hereof.
 - iii. The Basketball Program under the direction of the COACH must comply with all policies, rules, and regulations of ECU and the BOG and the constitutions, bylaws, policies, rules and regulations of the NCAA and the Conference. Each time "Athletic Program Personnel" or "Basketball Program Personnel" is used throughout this Agreement, the phrase shall refer to all assistant basketball coaches and other ECU employees, contractors, student athletes and volunteers under the supervisory responsibility, both direct and indirect, of the COACH, as well as all functions and responsibilities assigned to persons in those positions. The COACH shall be responsible for instructing, supervising, and monitoring the conduct of Basketball Program Personnel with the goal of assuring full compliance with the constitution, by-laws, rules, and regulations of the NCAA and the Conference, including recruiting rules, and with the

policies of East Carolina University and its Athletics Department and of the BOG and any applicable State or federal law, rule or regulation, as, collectively, the same are now constituted or as any of the same may be amended during the term hereof. In the event the Coach becomes aware of or has reasonable cause to believe that any violation of the constitution, bylaws, rules or regulations of the NCAA or the Conference or other applicable policies or laws may have taken place, he/she shall report the same promptly to the Director of Athletics or the Chancellor.

- iv. The COACH shall make all reasonable efforts to promote and encourage sportsmanship in her coaches, players, and fans in attendance at intercollegiate Basketball contests.
- v. Devote her best efforts full time in leadership, supervision, and promotion of ECU's Team and Basketball Program that supports said Team, including, but not limited to, with regard to ensuring compliance with applicable laws, rules, and requirements, and the promotion of the mission of ECU and its intercollegiate athletics program, ECU's high standard of academic excellence, and the general health and welfare of student-athletes;
- vi. The parties agree that the policies regarding the athletic program at ECU shall be determined by ECU; however, the implementation of the daily routine and administration as they pertain to the Basketball Program shall be the primary responsibility of the COACH in compliance with all policies, rules, and regulations of the NCAA, Conference, ECU, and the BOG;
- vii. Use best efforts to ensure that the Basketball Program is and/or operates in compliance with the Constitution and Bylaws of the Conference and also with the Constitution, Bylaws, rules and regulations of the NCAA; all State and Federal laws, and policies and procedures of The University of North Carolina and ECU;
- viii. Understand, observe and uphold all standards, including but not limited to academic standards and requirements, policies, rules and regulations of ECU as well as the Constitution and Bylaws of the Conference and of the NCAA, all applicable State and Federal laws, and all policies and procedures of The University of North Carolina and ECU as may be amended from time to time, and use best efforts to ensure compliance with all of the same standards, requirements, policies, rules, regulations, Constitution, Bylaws, laws and procedures by all coaches and other athletic department personnel under the supervisory responsibility of COACH, both direct and indirect, as well as the Basketball Program and all functions and responsibilities assigned to those persons;
- ix. Use best efforts to foster academic values, maintain program integrity, and encourage and contribute to the academic progress of all Team members under her supervision and to use best efforts to ensure that all academic

standards, requirements, and policies of ECU are observed including those in connection with the recruiting and eligibility of perspective and current student athletes, and specifically with regard to the recruiting of student athletes who are academically qualified;

- x. Use best efforts to ensure the safety and welfare of student-athletes under COACH's supervision; use best efforts to ensure that coaching and administrative staff actively support the Basketball Program and ECU's joint commitment to academic achievement for each student-athlete under COACH's supervision, to include promoting academic advising and counseling services; promote an environment that encourages student-athletes to achieve the best grades possible and to make progress toward a degree in a defined academic program;
- xi. Interview, screen, and recommend to the Director of Athletics for employment all assistant Basketball coaches. The hiring of assistants and all personnel within the Basketball Program shall comply with all applicable ECU policies and regulations. The COACH shall recommend to the Director of Athletics the salaries of the assistant coaches and each year shall provide written annual evaluations of their performances to the Director. The COACH shall recommend to the Athletic Director that an assistant coach be terminated if the assistant's services are not satisfactory to the COACH;
- xii. Maintain and enforce any and all disciplinary policies and drug/alcohol policies of ECU;
- xiii. Maintain effective relations with governing boards, associations, conferences, committees, alumni, students, faculty, and staff;
- xiv. Each Agreement Year make appearances/speeches at Pirate Club fundraising socials and events. COACH agrees to make reasonable efforts to accommodate any such requests based upon her other outstanding commitments. Only those appearances made at the request of ECU shall count toward satisfaction of the obligations of COACH under this paragraph;
- xv. Promptly advise the Director of Athletics or the Chancellor if the COACH has any reason to believe that any violation of NCAA or Conference constitutional provisions, bylaws, rules, or regulations has occurred or will occur and shall cooperate fully in any investigation of possible violations conducted or authorized by the UNIVERSITY, the Conference, or the NCAA at any time, including but not limited to the NCAA infractions process, including the investigation and adjudication of a case;
- xvi. Promptly advise the Chancellor, Director of Athletics, and the Senior Associate Athletic Director for Compliance if the COACH has any reason to believe that ECU's Basketball Program may be at risk of being deemed ineligible to

- compete in any NCAA or Conference competition due to academic, conduct related or other compliance concerns; and
- xvii. Perform such other duties as assigned from time to time by the Director of Athletics.
- (b) The COACH shall not attempt to raise money to support the Basketball Program budget without the prior written approval of the Director of Athletics. All requests of financial support from the Pirate Club for the Basketball Program will be channeled through the Director of Athletics to the Executive Committee of the Pirate Club.
- (c) The COACH shall not instruct or knowingly permit her assistants or anyone under her direct or indirect supervision (including, but not limited to, volunteers) to do anything that this Agreement prohibits COACH from doing.
- (d) If COACH is found to have committed violations of NCAA rules or regulations, whether while employed by ECU or during prior employment at another NCAA member institution, COACH shall be subject to disciplinary action as set forth in the provisions of the NCAA infractions process and applicable ECU policies, regulations or rules, including the Policy. Such disciplinary action may include, but is not limited to, suspension without pay or termination for cause.
- (e) COACH agrees to faithfully, diligently, and competently perform the duties of Head Women's Basketball Coach, and to devote such time, attention, and skills to the performance of said duties as necessary to meet the responsibilities of the position of Head Women's Basketball Coach. COACH shall report to and be under the immediate supervision of the Director of Athletics. COACH agrees that the failure to discharge any of the duties of Head Women's Basketball Coach constitutes a breach of this Agreement that would allow ECU to terminate COACH for cause.

If COACH is found to have committed violations of NCAA rules or regulations, whether while employed by ECU or during prior employment at another NCAA member institution, COACH shall be subject to disciplinary action as set forth in the provisions of the NCAA infractions process and applicable ECU policies, regulations or rules, including the Policy. Such disciplinary action may include suspension without pay or termination for cause. In the event that any future or amended NCAA or Conference rule, regulation, bylaw, or constitutional provision should render ineffectual this Article 2 as a basis for protecting the institutional integrity of ECU, then COACH and ECU will, to the extent possible, engage in good faith negotiations to revise this Article 2 or to substitute an alternative provision that would allow for a materially similar duty to be imposed upon the COACH with materially similar consequences for failure to perform said duty while preserving for ECU as much of the bargained for institutional benefit as reasonably possible.

(f) The parties mutually agree that major public announcements (e.g. suspension of players from the team, schedule modifications) made through any medium concerning the Basketball program at ECU will be discussed with each other, including specifically the Director of Athletics (or his designee) and COACH, prior to said announcements being

- made public. COACH agrees that she shall not establish a website weblog, or online presence, Facebook or Twitter account or other social media program or presence in any form, including any social networking site, that in any way relates to the Basketball Program or her position as COACH at ECU without the written consent of the Director of Athletics.
- (g) Both parties agree to give full and faithful allegiance to the other as concerns the athletic program.
- 3. Annual Salary and Benefits: The Annual Salary for the position of COACH is Two-Hundred Thousand Dollars (\$200,000) ("Annual Salary"), based on a twelve (12) month employment period. The salary will be paid in semi-monthly installments with the first installment paid no later than May 1, 2019 and continuing through the term of COACH's employment relationship with the UNIVERSITY under this Agreement. For purposes of clarification, through the described installment payments, COACH will receive a pro-rata amount of the Annual Salary for each Agreement calendar year. Such installment payment may be in addition to any pro-rata monthly payment amount accrued of any supplemental compensation or bonus due and payable as described in, and in accordance with Appendix A. COACH will receive any and all other regular employment benefits provided by the State of North Carolina to similarly situated employees, plus benefits provided to University EHRA Non-Faculty employees based upon the Annual Salary.
- 4. <u>Additional Compensation and Benefits</u>: ECU shall provide COACH all benefits and other non-salary compensation included and as specified in Appendix A, attached hereto and incorporated by reference.

5. <u>Outside Compensation</u>:

(a) COACH may earn other compensation from sources outside of ECU while employed by ECU with prior approval by the Chancellor. Any outside compensation is subject to compliance with ECU's "Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay" and the "Policy on External Professional Activities for Pay" of the UNC Board of Governors, both of which are herein incorporated by reference, and is subject to all other relevant State and Federal policies and laws concerning conflict of interest. Such activities are independent of COACH's employment with ECU, ECU shall have no responsibility for any claims arising therefrom, and the COACH shall indemnify and hold harmless ECU from any and all claims and/or losses as a result of COACH's participation in such activities. Activities for outside compensation shall include, but not be limited to, engaging in any radio, television, motion picture, Internet, stage, writing or any similar activity, personal appearances, commercial endorsements, and sport camps. Subject to specific reporting requirements established by ECU, no outside activities will be allowed without having on file with ECU, a signed approval of the "Notice of Intent to Engage in External Professional Activities for Pay" prior to engaging in those activities. Request forms, disclosures and reports related to external activities for pay as described in the section are currently submitted electronically utilizing ECU's online Activities, Interests, and Relationships Management System ("AIR"), and in the future may be submitted using a different system or process as is designated by ECU. The AIR system may be accessed at https://ecu.myresearchonline.org/air/.

- (b) SUMMER CAMPS: The COACH may conduct Basketball clinics/camps in/at ECU facilities at the discretion of the Athletic Director provided that COACH and COACH'S operation of any such camp must comply with all applicable laws, NCAA and ECU regulations and policies, including ECU's "Youth Camps and Programs" Regulation. At a minimum, COACH will be allowed to operate two weeks of Basketball summer camps on the campus of ECU each summer while she is employed as Head Women's Basketball Coach, under the terms provided by University policy. The COACH may not solicit sponsorships for said camps without the approval of the Director of Athletics. Said camps and camp sponsorship solicitations must comply with all applicable laws and the policies of ECU, the NCAA, and AAC. Nothing herein shall prohibit COACH from conducting additional Basketball camps and clinics so long as such activities are approved in advance by the Director of Athletics and comply with all applicable University, Conference, and NCAA guidelines and policies, including without limitation the University's "Regulation on Conflicts of Interest, Commitment, and External Professional Activities for Pay"
- (c) In accordance with ECU policy and NCAA Bylaw 11.3.2, which are incorporated herein by reference, COACH shall report annually on July 1 to the Director of Athletics and the Chancellor all athletically-related income from sources outside ECU, including but not limited to, income from sports camps and clinics, television and radio programs, commercial endorsements, consulting agreements, and all other athletically-related income from whatever outside source. COACH shall ensure that upon request ECU has reasonable and prompt access to all records of COACH to verify this report.
- (d) COACH agrees that ECU may use, without payment of additional compensation to COACH, COACH's name, picture, likeness and voice in connection with any such programs and endorsements that promote ECU. This provision shall survive expiration or termination of this Agreement.
- (e) For the duration of this Agreement, the COACH shall not enter into or be a party to any shoe, apparel, or equipment agreement, including any agreement that obligates the COACH to wear, promote, endorse, or consult with a manufacturer or seller concerning the design and/or marketing of shoes, apparel, or equipment. This notwithstanding, ECU may require the COACH to comply and COACH shall cooperate with the terms of any shoe, apparel, and equipment agreements entered into by ECU, including but not limited to, requiring the COACH to wear or use a particular brand of shoe, apparel or equipment while performing her duties as the Head Women's Basketball Coach. ECU is entitled to all revenue and/or proceeds derived from any shoe, apparel, or equipment contract entered into by ECU.

6. <u>BOT Approval and Future Amendments</u>:

(a) This MOU shall not be effective until signed by the Chancellor and approved by the Board of Trustees of East Carolina University, and following consultation with the BOG if required. No amendments, changes, additions, deletions, or modifications to or of this MOU shall be valid unless reduced to writing, signed by the parties and approved by the Board of Trustees of ECU.

- (b) This instrument contains the entire Agreement of the parties and fully supersedes any and all prior offers, discussions, agreements or understandings between the parties hereto. The Agreement may not be changed or amended orally, but only by an Agreement in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, extension or discharge is sought. COACH may not assign this MOU.
- 7. <u>Buy Out Payment</u>: To the extent permitted by applicable law and University of North Carolina and ECU policy, ECU agrees to be responsible for COACH's obligation under her previous employment agreement with the University of Hartford ("Hartford") to pay a "Buyout" payment to Hartford in an amount not to exceed \$64,500 and, in no event, exceeding the actual amount of the buyout amount to be paid by COACH to Hartford (the "Buyout Amount"). ECU shall pay COACH an amount equal to any tax liability incurred by COACH due to the payment of the Buyout Amount to Hartford. The COACH shall use these funds in compliance with NCAA, Conference, and UNIVERISTY regulations, rules and policies.
- 8. Taxes: COACH acknowledges that, in addition to the salary provided for in this Agreement, certain benefits and other non-salary compensation she receives incident to her employment relationship with ECU may give rise to taxable income. COACH agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. COACH also understands that ECU shall withhold taxes on amounts paid or due to COACH and the value of benefits and other non-salary compensation provided to COACH, to the extent required by applicable law and regulation.
- 9. Coach Subject to Reassignment: Throughout the term of this Agreement, COACH shall use her best full-time energies and abilities for the exclusive benefit of ECU. It is understood by the parties, however, that during the term of this Agreement, ECU retains the right to reassign the COACH to other positions, for a period not to exceed ninety (90) days and as agreed upon in good faith by COACH, the Director of Athletics, and the Chancellor, with different duties that ECU deems to be reasonably consistent with COACH's education and experience, with no diminution in Annual Salary. In the event COACH, the Director of Athletics, and the Chancellor cannot come to a mutual agreement regarding reassignment, the Chancellor, in consultation with the Director of Athletics shall have the final authority. Such ninety (90) day period may be extended in the Chancellor's sole discretion to the extent the Chancellor determines, in good faith, that such extension is necessary. ECU's obligation to provide nonsalary or deferred compensation under Appendix A will terminate upon reassignment at ECU's sole discretion, except that ECU shall pay, subject to the conditions in Appendix A, any bonuses earned under Appendix A prior to reassignment and any supplemental compensation earned under Appendix A on a pro-rata basis up to the date of the reassignment. Upon cessation of Head Women's Basketball Coach duties and responsibilities, COACH shall voluntarily relinquish all appointments on NCAA or athletic conference committees, subcommittees and/or councils of any nature. If ECU makes such a decision to reassign COACH and COACH refuses to accept such reassignment, then ECU may terminate this Agreement for cause.

10. Termination By COACH Prior To Expiration:

- (a) COACH agrees that the promise to work for ECU for the entire term of the Agreement is essential to ECU. The parties agree that the COACH has special, exceptional, and unique knowledge, skill and ability as a COACH, which, in addition to the continuing acquisition of experience at ECU, as well as ECU's special need for continuity in its intercollegiate sports program, render the COACH's services unique. COACH therefore agrees, and hereby specifically promises, not to actively seek, negotiate for or accept employment, under any circumstances, without first informing or obtaining permission from the Chancellor, such employment including athletic related-employment requiring performance of duties prior to the expiration date of the term of this Agreement or any extension thereof.
- (b) In the event COACH terminates her employment or this Agreement without cause or commits any breach of this Agreement, including but not limited to accepting other employment without first obtaining the permission of the Chancellor, COACH shall pay ECU liquidated damages in lieu of any and all other legal remedies or equitable relief that ECU would be entitled to solely as a direct result of the early termination of this Agreement, equal to the following amounts in each year of this Agreement, respectively:

<u>AGREEMENT YEAR:</u> <u>LIQUIDATED DAMAGES OWED:</u>

i.	April 1, 2019-March 31, 2020	\$1,000,000
ii.	April 1, 2020-March 31, 2021	\$800,000
iii.	April 1, 2021-March 31, 2022	\$600,000
iv.	April 1, 2022-March 31, 2023	\$400,000
٧.	April 1, 2023-March 31, 2024	\$200,000

- (c) COACH, or COACH's designee, shall pay the total of any amounts owed to ECU by COACH under this Article 12 within ninety (90) days following termination of COACH's employment or this Agreement. In the event COACH designates a third party to pay ECU on COACH's behalf, COACH shall remain ultimately responsible to ensure that such third party designee fully satisfy any and all financial obligations as specified herein.
- (d) This is an Agreement for personal services. The parties recognize and agree that a termination of this Agreement by COACH prior to its natural expiration could cause ECU to lose its valuable investment in COACH's continued employment at ECU and could cause ECU additional damages beyond its lost investment, including but not limited to a possible adverse effect on the intercollegiate sports program. The parties further agree that it is difficult or impossible to determine with certainty the damages that may result from such termination by COACH and that the liquidated damages provisions of this paragraph are not to be construed as a penalty, but as an attempt by COACH and ECU to establish adequate and reasonable compensation to the University in the event COACH terminates this Agreement. Notwithstanding the foregoing, nothing in this Article 12 shall be construed to, in any way, limit or preclude any claim or legal remedy which ECU may have against COACH that is the result of any other action, inaction or malfeasance

of COACH, including any breach of this Agreement not related to COACH's early termination.

11. Termination By Ecu Without Cause:

- (a) This Agreement may be terminated by ECU at any time without cause.
- (b) In the event ECU exercises its right to terminate COACH's employment or this Agreement without cause, ECU's sole financial obligation shall be limited to paying COACH the remaining and unpaid amount of Annual Salary that would have been due and payable to her under Article 3 of this Agreement had COACH remained employed by ECU for the remaining term of the Agreement and, if applicable, any bonuses earned as of the effective date of termination. In the event ECU exercises its right to terminate COACH's employment or the Agreement without cause, ECU shall not be obligated to pay COACH any other compensation described in the Agreement or be responsible for consequential damages, including but not limited to any loss of business opportunities or loss of other income, benefits, or perquisites from any sources, that might occur as a result of such termination. Payment of the total amount determined shall occur over the remaining term of the Agreement as follows: 1) Within thirty (30) days of the effective date of termination without cause, payment shall be made of amounts due with respect to the remainder of that contract year, and 2) payments due hereunder with respect to each subsequent year shall be made in equal semi-monthly installments during such subsequent contract year, until all amounts due under this Article 13 have been paid in full. As a precondition for COACH's receipt of the amounts payable under this Section 13(b), ECU may, in its sole discretion, require COACH to execute a release in favor of ECU, and any affiliated entities, releasing them and their agents, trustees, directors, officers, representatives and employees from any and all federal or state law claims that COACH may have against them at the time of the release, including, but not limited to, claims resulting from the breach or termination of this Agreement or the severance of COACH's relationship with ECU.
- (c) COACH acknowledges her obligation to minimize the payments due to her under section 13(b) and agrees to make every reasonable effort to obtain other employment as long as ECU has the obligation to make payments under section 13(b). If the COACH obtains new employment, ECU's financial obligations under section 13(b) shall be reduced by the total compensation that is expected to be received by COACH in her new position, including employee benefits, whether in cash, deferred payments, or in kind if COACH were to fully perform under COACH's new employment relationship. COACH shall immediately, upon acceptance of other employment, notify the Chancellor in writing of such employment and the total compensation to be paid to COACH for the employment. In addition, COACH agrees to provide ECU with a copy of her W-2 form for each calendar year as long as ECU has the obligation to make payments under Section 13(b). Any diminution of compensation in COACH's new position or COACH ceasing to be employed in her new position shall have no effect on the reduced financial obligations of ECU.
- (d) If COACH's total expected compensation in the new position exceeds that which COACH would have been paid at ECU as set forth in Article 3, then ECU's financial obligations

- under section 13(b) shall terminate and ECU shall have no additional or future financial obligations to COACH.
- (e) In the event that ECU provides written notice to COACH of documented evidence that, during COACH's term of employment would have been grounds for termination by ECU with cause pursuant to the Policy or this Agreement, ECU's financial obligations under 13(b) shall terminate upon thirty (30) days of such written notice.
- (f) COACH acknowledges and agrees that ECU's sole financial obligation in the event that COACH is terminated without cause is governed by section 13(b) of this Agreement, and any prior agreements or promises in regard to ECU's payments to COACH due to termination without cause, if any, are null and void.

12. Coach Representation and Warranties; Termination By ECU For Cause

- (a) COACH represents and warrants that she has disclosed to ECU: (a) any known previous material breach or alleged material breach by COACH of her duties or her employment agreement or other agreement at any other NCAA member institution; (b) any known material violation or alleged violation of any law or rule applicable to intercollegiate athletics by COACH or any person under her direct or indirect supervision; (c) any known major violation or alleged violation by any athletic program under the direction of COACH, including, but not limited to, a member of the coaching staff, a player, or any other person affiliated with the intercollegiate athletics program who reported directly or indirectly to COACH, of rules or regulations of the NCAA or any other association, conference or like organization associated with another NCAA member institution, any violation of state or federal laws, rules or regulations, or any rules or policies of another NCAA member institution; (d) other known material misconduct or alleged misconduct, including without limitation fraud, dishonesty, acts of violence, or other conduct that is contrary to the mission of another NCAA member institution or an educational institution; and (e) all convictions and guilty pleas of COACH, including an Alford Plea, to (i) a felony or (ii) a criminal offense which constitutes fraud, dishonesty or moral turpitude, the underlying offense or activity, but not the conviction or guilty plea, having occurred prior to the date of COACH's signature below. COACH understands and agrees that this representation and warranty is a material inducement for ECU to enter into this Agreement, and that ECU has relied upon this representation and warranty in entering into this Agreement with COACH. For the purpose of clarity, the term "alleged" as used in this Section 12(a) means a claim or assertion of which COACH is aware.
- (b) This Agreement may be terminated by ECU for cause. "Cause" shall include, but not be limited to, the following:
 - Failure to satisfactorily carry out the duties of COACH as defined in Article 2 of this Agreement [DUTIES] and, where applicable, failure to cure same within thirty (30) calendar days of receiving written notice of such failure from ECU, or within such additional timeframe as reasonably necessary and as approved by the Director of Athletics;

- ii. A major or willful violation or multiple minor or secondary violations by COACH, or knowing participation by COACH in a violation by an assistant/associate COACH or coach or other staff member of which COACH had reason to know, or should have known through the exercise of reasonable diligence or which COACH condoned of an NCAA regulation or bylaw or a Conference regulation or bylaw, whether while employed by ECU or during prior employment at another NCAA member institution;
- iii. Any act or omission that constitutes a violation by COACH of any policy or regulation of ECU or of the Board of Governors of the University of North Carolina, of the constitution, or any bylaw, rule or regulation of the NCAA, AAC, or any other association, conference or like organization with which ECU is or may become affiliated, to the extent such violation is deemed in the sole discretion of ECU to be grounds for termination of the Agreement for cause. ECU will deem a violation to be grounds for termination under this Section 14(b)(iii), if it is serious or intentional or negligently committed, including with regard to NCAA provisions any major or serious violation (e.g., repeated violations or any violation that the University determines could reasonably be expected to result in sanctions such as probation, forfeiture of athletic contests, loss of one or more scholarships, prohibitions against conference or championship or telecast appearances, restrictions on a coach's right to recruit, etc.).
- iv. Failure of COACH to appropriately monitor and report any compliance or NCAA eligibility issues of which COACH is aware, or with the appropriate and reasonable monitoring of ECU's Basketball Program, COACH should have been aware;
- v. Failure of the COACH to appropriately monitor, manage, and report to the Director of Athletics, the Chancellor and other appropriate ECU personnel, any issues or conditions within the COACH's purview that adversely affect the safety and welfare of student athletes, including, but not limited to, failing to ensure that coaching staff of the Basketball Program are directed to comply with, and are complying with, best practices with regard to the management of suspected concussions, heat stroke, and other serious medical conditions known to affect student athletes.
- vi. Conviction of, or a guilty plea, including an Alford Plea, to (i) a felony or (ii) a criminal offense which constitutes fraud, dishonesty or moral turpitude;
- vii. Misconduct of the COACH, or misconduct of any assistant or associate coach or of a coach or of his/her staff of which the COACH knew, had reason to know, or should have known through the exercise of reasonable diligence or knowledge or which COACH condoned, of such a nature, as reasonably determined in the discretion of ECU, that would tend to bring disrespect, contempt or ridicule upon ECU, or which brings discredit to ECU, or which harms ECU's reputation, or which reasonably brings into question the integrity

- of the COACH or that, as determined in the sole discretion of the Chancellor, would render COACH unfit to serve in the position of Head Women's Basketball Coach;
- viii. Failure by COACH to use best efforts to ensure that academically qualified student athletes are recruited and that student athletes are making adequate progress in a defined degree program;
- ix. Refusal of COACH to carry out reasonable directives from the Director of Athletics and/or the Chancellor;
- x. Seeking, interviewing for or negotiating terms for, whether directly or through any agent or representative (acting with or without COACH's knowledge), employment with another sports-related business or program without the express approval of the Director of Athletics or the Chancellor, which approval shall not be unreasonably withheld;
- xi. A breach of any representation and/or warranty made by COACH in Section 12(a) or any other act, whether occurring prior to or during the Term, which brings serious discredit to the Basketball Program or would be likely to cause prospective student-athletes to elect not to attend ECU; or
- xii. Any of those causes specified in the Employment Policies for EHRA employees of the University of North Carolina or ECU, as adopted and revised from time to time.
- (c) In the event of a termination under this section, ECU's sole obligation to COACH shall be to pay COACH that portion of the Annual Salary as set forth in Article 3 earned, accrued and owing to COACH as of the date of such termination, but not beyond that date, and any supplemental compensation earned under Appendix A on a pro-rata basis up to the date of termination. In the event ECU exercises its right to terminate the Agreement with cause, ECU shall not be obligated to pay COACH any other compensation or benefits described in the Agreement, including but not limited to any loss of business opportunities or loss of other compensation, income, benefits, or perquisites from any sources, that might occur as a result of such termination.
- (d) Any process to terminate COACH for cause shall be conducted in compliance with the Policy and all other applicable policies and regulations.
- 13. <u>Compensation Conditional:</u> The payment of all forms of compensation set forth in this Agreement is subject to the approval of the annual operating budget by ECU and The University of North Carolina Board of Governors, and the sufficiency of appropriations or the availability of sufficient funds within the Athletic Department's budget to pay such compensation.
- 14. <u>Public record</u>: The parties agree that, upon execution, this MOU is a Public Record subject to disclosure pursuant to North Carolina's Public Records Law.

- 15. <u>Immunity Not Waived</u>: It is expressly agreed and understood between the parties that ECU is an agency of the State of North Carolina and that nothing contained herein shall be construed to constitute a waiver or relinquishment by ECU of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- 16. <u>Interpretation and Applicable Law</u>: This Agreement is made under and shall be interpreted according to the laws of the State of North Carolina and venue for any action relating to or arising from this Agreement shall be a court of competent jurisdiction located in North Carolina. Any rule to the effect that an agreement shall be construed against the party drafting shall have no application to this Agreement.
- 17. Acknowledgment of Terms: By signing below, COACH is agreeing to the terms outlined in this document, which is effective only upon execution of the Chancellor and approval of the ECU Board of Trustees. COACH also agrees and understands that these terms will be incorporated into the UNIVERSITY'S Head Women's Basketball Coach Employment Agreement that the parties will promptly negotiate in good faith and intend to execute as soon as practicable. Once fully executed and effective this MOU will continue in effect as the employment agreement for COACH with ECU until this MOU is terminated by the earlier of the following:
 - (a) This MOU is terminated or amended at any time upon mutual written Agreement of all parties; or
 - (b) COACH's employment with ECU is terminated.

We are providing four (4) duplicate originals of this MOU for your signature, one of which will be returned to you when fully executed.

We look forward to a long and fruitful relationship.				
Sincerely,				
Cecil P. Staton Chancellor	 Date			
Accepted by:				
Kim McNeill	 Date			

APPROVED BY THE BOARD OF TRUSTEES OF EAST 0 2019.	CAROLINA UNIVERSITY ON THE 29th DAY OF MARCH
Kieran Shanahan Chair	 Date
Attest:	
Assistant Secretary	 Date

APPENDIX A

BENEFITS AND OTHER NON-SALARY COMPENSATION

- A. <u>STATE BENEFITS</u> As an EHRA Non-Faculty Employee, COACH shall be entitled to receive any and all employee-related benefits that are normally available to other twelve-month EHRA Non-Faculty Employees, unless and except as may be expressly stated herein. As an EHRA Non-Faculty Employee, COACH is currently entitled to twenty-four (24) annual leave days per year. COACH acknowledges and agrees that benefits or classifications provided by ECU are subject to change from time to time by the North Carolina General Assembly, the University of North Carolina, or ECU.
- B. <u>MOVING EXPENSES</u> UNIVERSITY shall reimburse COACH for documented personal moving expenses of up to \$15,000 reasonably incurred by COACH within twelve months of the effective date of this Agreement, in accordance with standard procedures and applicable policies of the UNIVERSITY.
- C. <u>HOUSING AND HOUSING ALLOWANCE</u> UNIVERSITY shall make temporary housing available for COACH for a period of up to 60 days from the effective date of this Agreement. At UNIVERSITY's election, and with reasonable notice to COACH, UNIVERSITY may, in its sole discretion, choose to pay COACH a housing allowance not to exceed \$2,000 per month instead of making housing directly available to her.
- D. <u>AUTOMOBILE</u> ECU shall make arrangements for and provide one (1) courtesy or leased vehicle for the COACH to use, contingent upon and while performing her duties under this Agreement. ECU shall be responsible for maintaining collision and comprehensive liability insurance on the vehicle. Alternatively, ECU may provide an annual automobile allowance in the amount of \$9,071, which amount may be adjusted annually consistent with UNIVERSITY policy. COACH shall be responsible for providing maintenance on any vehicle.
- E. <u>CELL PHONE</u> ECU shall pay COACH a cell phone allowance in an amount of \$130/month for a total of \$1560 per twelve (12) months.
- F. <u>INCENTIVE BONUSES</u> For so long as COACH is employed as Head Women's Basketball Coach, COACH shall be eligible for additional incentive bonuses, in the amounts and under the conditions as follows, subject to such other contingencies as may be stated in this Agreement:
 - i. <u>POST-SEASON PLAY</u> For Team achievement payments under one of the following scenarios each year:
 - (i) If the Women's Basketball Team is seeded third or higher in the American Athletic Conference or Conference (post-regular season) championship tournament, COACH will be paid \$10,000;
 - (ii) If the Women's Basketball Team wins the American Athletic Conference or Conference championship tournament, COACH will be paid \$10,000;
 - (iii) If the Women's Basketball Team is the American Athletic Conference or Conference Regular Season Champion, COACH will be paid \$15,000;

- (iv) If the Women's Basketball Team plays in the NCAA Women's Division I Basketball Championship Tournament, COACH will be paid \$25,000;
- (v) If the Women's Basketball Team plays in the regional semifinals game of the NCAA Women's Division I Basketball Championship Tournament (i.e., reaches the "Sweet Sixteen"), COACH will be paid \$25,000;
- (vi) If the Women's Basketball Team plays in the national semifinals game of the NCAA Women's Division I Basketball Championship Tournament (i.e., reaches the "Final Four"), COACH will be paid \$50,000;
- (vii) If the Women's Basketball Team wins the (final) national championship game of the NCAA Women's Division I Basketball Championship Tournament, COACH will be paid \$25,000;
- (viii) If the Women's Basketball Team advances to the Women's National Invitation Tournament ("WNIT"), COACH will be paid \$5,000; and
- (ix) If the Women's Basketball Team wins the WNIT, COACH will be paid \$10,000.

Payment of any bonus to COACH under this Part F(i) shall be made within thirty (30) days following the final tournament game in which the Women's Basketball Team plays that relates to said bonus. Eligibility for bonuses is cumulative (e.g., COACH may earn a total of up to \$125,000.00 if the Basketball Team wins the NCAA Women's Division I Basketball Championship Tournament (i.e., Coach achieves the milestones stated in Sections F(iv-vii)). Eligibility of COACH for bonuses in connection with each of the games listed in this Part (F)(i) is contingent upon COACH's actual participation, as Head Women's Basketball Coach, coaching ECU's Team for and during its participation in the particular game identified (i.e., COACH is ineligible while reassigned, suspended or on leave). ECU has sole discretion to determine whether to seek and whether to accept an invitation for the Team to participate in any Tournament relevant to this Part I and failure to seek or to accept an invitation shall not be a breach of this Agreement.

ii. <u>Team Performance</u>

- (i) Top 25. If the Team is ranked by the Associated Press or USA Today or Women's Basketball Coaches Association (WBCA) immediately following the NCAA Tournament Championship Game as one of the top 25 teams in the nation, \$5,000.00.
- (ii) Twenty or more wins. In any regular basketball season in which the Team has twenty (20) or more wins, COACH shall be paid as a bonus \$5,000.
- iii. <u>Academic Award</u>. If the Women's Basketball Team earns the American Athletic Conference or Conference academic award as determined by the American Athletic Conference or Conference (given to the team in each conference-

- sponsored sport with the highest GPA for the academic year) then, to the extent permitted by law, COACH will be paid a bonus of \$10,000.
- iv. NATIONAL OR WBCA OR NAISMITH or USBW COACH OF THE YEAR If COACH is named "national coach of the year" in NCAA Division I Basketball by one or more of the nationally recognized organizations designated in writing by UNIVERSITY, such as Sporting News and Associated Press, or the Women's Basketball Coaches Association (the "WBCA"), or the Naismith or United States Basketball Writers (USBW), one payment of \$10,000, regardless of the number of national awards.
- v. AAC COACH OR WBCA REGIONAL COACH OF THE YEAR If COACH is named as "Women's Basketball coach of the year" in the American Athletic Conference ("AAC") or Conference as tallied by the AAC or Conference, or as the WBCA's Regional Basketball Coach of the Year, one payment of \$5,000.
- vi. <u>ACADEMIC PERFORMANCE</u> For annual Team academic performance, calculated according to NCAA requirements, as reported in the Spring 2020 semester and each year thereafter while COACH is employed as Head Women's Basketball Coach, as follows:
 - (A) With regard to single-year Academic Progress Rate ("APR") for the Team, an APR equal to 985 or greater, \$2,000; or, for an APR of 950 or more up to 974, \$1,000; and
 - (B) For a Team single-year Graduation Success Rate ("GSR") greater than 80%, \$1,000.
 - (C) Any amount earned will be paid within sixty (60) days of when the APR and GSR is reported publicly. In order to receive payment under this Part F(vi), the COACH must be employed by and performing substantial services for ECU on the date the APR or GSR or Academic Award is reported publicly.
- vii. COACH agrees that in addition to the salary provided under this Agreement, some benefits and non-salary compensation she receives incident to her employment relationship with ECU may give rise to taxable income. COACH agrees to be responsible for the payment of any taxes (including federal, state and local taxes) due on such income. COACH also acknowledges that ECU shall withhold tax, including FICA withholding, on amounts paid or due to COACH and the value of benefits of other non-salary compensation provided to COACH, to the extent ECU determines it is required by applicable law and regulation.
- G. The parties understand and agree that the right to any bonus, supplemental pay, or non-salary compensation (for purposes of this Part G, the "Bonus") described in this Appendix A vests when any such Bonus is earned, not when any such Bonus is paid. In no event shall the payment of any Bonus be considered part of Annual Salary. In the event that any future or amended state or federal law, rule or regulation, or NCAA or Conference rule or regulation should a) prohibit the payment of any Bonus; b) render any Bonus illegal or ineffectual; or c) subject ECU to a penalty or assessment or violation of law if such Bonus were to be paid, ECU will, to the extent possible,

revise such bonus or substitute an alternative incentive payment that would allow for a similar economic benefit to be provided to the COACH while preserving for ECU as much of the bargained for institutional benefit as reasonably possible.

H. <u>BROADCAST PROGRAM PAYMENT</u> ECU and COACH will produce and market television, radio and Internet programs during the entire competitive intercollegiate women's basketball season, including "regular season" games, any conference championship game and any "post-season" game(s). For the work of COACH in connection with the Broadcast Programs and all other public appearances and events, UNIVERSITY will pay COACH as follows:

AGREEME	NT YEAR	<u>PAYMENT</u>
<u>l.</u>	April 1, 2019-March 31, 2020	\$135,000
<u>II.</u>	April 1, 2020-March 31, 2021	\$135,000
<u>III.</u>	April 1, 2021-March 31, 2022	\$135,000
<u>IV.</u>	April 1, 2022-March 31, 2023	\$135,000
<u>V.</u>	April 1, 2023-March 31, 2024	\$135,000

UNVERSITY's obligation under this Part H (Broadcast Program Payment) shall be paid in semi-monthly payments to COACH. The COACH shall have no ownership interest in the Broadcast Programs or any part thereof, including but not limited to copyright. ECU will be responsible for payment of expenses incurred in marketing and producing the Broadcast Programs and COACH and ECU will mutually define the role of the COACH in the Broadcast Programs. All rights, title and interests in the Broadcast Programs, whether in whole or any part thereof, and all copies thereof, and all copyrights shall be and remain the sole property of ECU, which may use, assign, convey and otherwise use and dispose of the Broadcast Programs, and any parts thereof, as ECU determines appropriate in its sole discretion and without further consent or participation of the COACH, including, but not limited to, revising, editing, reproducing, broadcasting and transmitting as often and whenever ECU desires. COACH shall be entitled to no consideration for her participation in or contribution to any aspect of production, broadcast, rebroadcast, or reproduction of the Broadcast Programs, in whole or part, other than the amount of consideration provided under this Part H. Notwithstanding the foregoing provisions of this Part H, ECU may, in its sole discretion, reduce the frequency of or eliminate entirely production and/or marketing of any or all of the Broadcast Programs at any time and, in such event, ECU's sole obligation to the COACH shall be to pay COACH, while she remains employed as Head Women's Basketball Coach and performing the duties thereof, the compensation that COACH would have earned under this Part H had production and marketing continued and had the COACH participated cooperatively with ECU in said production and marketing. ECU's obligation to pay COACH any compensation under this Part H shall terminate immediately in the event that COACH is no longer employed by ECU as and with the duties of Head Football Coach.

I. <u>LONGEVITY BONUS</u> If COACH has been employed by ECU in the position of Head Women's Basketball Coach and with all duties of that position continuously until March 31 of the following Agreement year she will receive the following payment:

<u>DATE</u>

March 31, 2024

\$50,000

<u>l.</u>

Any amount earned will be paid within sixty (60) days of the date specified above.

- J. The payment of the bonuses and other compensation described in this Appendix A (for the purpose of this Section I only, individually, the "Bonus" and, collectively, the "Bonuses") is subject to the availability of non-State appropriated funds in the Department's budget and contingent upon a satisfactory performance review of the COACH by the Athletic Director. A Bonus is deemed "earned":
 - (i) on the date that the milestone tied to the applicable Bonus has been fully completed and/or achieved; or
 - (ii) where the milestone for a Bonus is based on performance over an entire season, on the date of the last day of the regular season for the Basketball Program; and
 - (iii) provided further, on the date specified in (i) or (ii), where:
 - (a) the Women's Basketball Program is in compliance with all NCAA, Conference, and UNC and ECU policies, regulations, bylaws, and constitutional provisions;
 - (b) the COACH is actively employed as Head Women's Basketball Coach at ECU; and
 - (c) there are no pending or active NCAA or Conference or ECU investigations of violations relating to the Basketball Program.

No bonus will be deemed earned where a condition specified in this Section I is not satisfied.

- K. <u>SIGNING BONUS</u> COACH shall be entitled to a one-time bonus upon execution of the Head Women's Basketball Coach Employment Agreement in accordance with the following milestone:
 - <u>I.</u> \$2500 if the Head Women's Basketball Coach Employment Agreement is fully executed by the Parties on or before April 30, 2019.