

MINUTES
MEETING OF THE BOARD OF TRUSTEES
APPALACHIAN STATE UNIVERSITY

Friday, March 25, 2016
Parkway Ballroom
Plemmons Student Union

CALL TO ORDER: The Board of Trustees of Appalachian State University met at the call of the Chair and the Chancellor on Friday, March 25, 2016, at 9:00 a.m. in the Parkway Ballroom of the Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Mr. Bradley T. Adcock, Chair, presided and called the meeting to order.

MEMBERS PRESENT:

Bradley T. Adcock
George M. Baldwin
James M. Barnes
Donald C. Beaver
John M. Blackburn
Susan M. Branch
Robert C. Hatley
Charles V. Murray
Carson D. Rich
Alice G. Roess
D. Kenan Smith

MEMBERS ABSENT:

M. Lee Barnes, Jr.
Carole P. Wilson

CONSTITUENCY REPRESENTATIVES
PRESENT (*ex-officio*):

Stephanie L. Billings, President
Alumni Council
Paul H. Gates, Chair
Faculty Senate
Amy A. Sanders, Chair
Staff Senate

MEDIA PRESENT:

Anna Oakes, *Watauga Democrat*

CONFLICT OF INTEREST NOTICE: Chair Adcock read the following:

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

RECOGNITION OF VISITORS: Chair Adcock welcomed Ms. Anna Oakes of the *Watauga Democrat*.

APPROVAL OF ABSENCES: Chair Adcock stated that Trustees Lee Barnes and Carole Wilson were both absent due to personal reasons. Upon motion duly made and seconded, the absences for both were approved as presented.

APPROVAL OF MINUTES: The minutes of the December 4, 2015 meeting and the January 29, 2016 conference call meeting had been delivered to all members via email. There being no corrections, upon motion duly made and seconded, the minutes of both meetings were approved as presented.

REMARKS FROM CHANCELLOR EVERTS: (see Attachment 1).

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

REPORT FROM THE STAFF SENATE: Ms. Amy Sanders, Chair of Staff Senate, presented a year-end report on behalf of Staff Senate (see Attachment 3).

REPORT FROM ACADEMIC AFFAIRS COMMITTEE: Chair Adcock recognized Mr. John Blackburn, Chair of the Academic Affairs Committee, for this report.

Financial Aid and Student Debt

Mr. Blackburn stated that Dr. Susan Davies, Associate Vice Chancellor of Enrollment Management, and Ms. Lori Townsend, Interim Director of the Office of Student Financial Aid, presented data related to the undergraduate student population at Appalachian. As compared with other UNC System institutions, Appalachian graduates are, on average, borrowing less and are repaying their educational loans at a higher rate.

Sustainability Update

Mr. Blackburn stated that Dr. Lee Ball, Director of the Office of Sustainability, presented an update on recent University sustainability initiatives and accomplishments. He further reported that Appalachian has one of the highest sustainability rankings in the country. In addition, results from a recent survey indicate that 55 percent of incoming students reported that sustainability influenced their decision to attend Appalachian State University.

Mr. Blackburn indicated this concluded the report from the Academic Affairs Committee, with the exception of two items for closed session (see Appendix A).

SPECIAL PRESENTATIONS FROM ACADEMIC AFFAIRS:

Chair Adcock recognized Dr. Darrell Kruger, Provost and Executive Vice Chancellor, who introduced Dr. Terry Rawls, Executive Director of Educational Outreach and Summer Programs, and Ms. Heather Langdon, Interim Director of Institutional Research, Assessment and Planning. Dr. Rawls and Ms. Langdon gave a PowerPoint presentation on the following: Our Online Presence (see Attachment 4).

Dr. Kruger introduced Dr. Ted Zerucha, Interim Director of the Honors College. Dr. Zerucha gave a PowerPoint presentation on the following: Appalachian State University Honors College (see Attachment 5).

REPORT FROM BUSINESS AFFAIRS COMMITTEE: Chair Adcock recognized Mr. Donald C. Beaver, Chair of the Business Affairs Committee, for this report. Mr. Beaver presented the following:

Bond Refunding Update

Mr. Beaver stated that, at the December, 2015 meeting, the Board authorized the Chancellor and Vice Chancellor for Business Affairs to proceed with a transaction to refund University bonds. By refinancing the 2006 and 2008 bonds, the University's net present value savings was over 9% over the original amount. As part of the bond issuance process, Moody's Investors Service affirmed its "Aa3" credit rating of the University's debt with a stable outlook.

Capital Projects Approval Process

Mr. Beaver stated the Committee heard a presentation on the Board of Governors and the State's process for seeking approval of capital projects, and also received an update on current capital projects.

Mr. Beaver indicated this concluded the report from the Business Affairs Committee (see Appendix B).

REPORT FROM STUDENT DEVELOPMENT COMMITTEE: Chair Adcock recognized Trustee Susan Branch, Acting Chair of the Student Development Committee, for this report.

Providing Exceptional Career Services

Ms. Branch stated that Dr. Susan McCracken, Director of Career Development and Economic Engagement, provided the Committee with a report on the role of career development in higher education, and specifically, at Appalachian.

Wellness and Prevention Services

Ms. Branch introduced Dr. Alex Howard, Director of Wellness and Prevention, who provided an

overview of the newly-formed Department of Wellness and Prevention Services.

Ms. Branch indicated this concluded the report from the Student Development Committee, with the exception of one item for closed session (see Appendix C).

REPORT FROM AUDIT COMMITTEE: Chair Adcock recognized Mr. Charles V. Murray, Chair of the Audit Committee, for this report:

Internal Audits Activity Charter

Mr. Murray stated this charter defines the purpose, authority and responsibility of the internal audit activity. It is consistent with the mandatory elements of the Institute of Internal Auditors' International Professional Practices Framework.

Mr. Murray, on behalf of the Audit Committee, recommended approval of the Internal Audits Activity Charter as presented (see Attachment 6). The Committee's recommendation was unanimously approved.

Audit Committee Charter

Mr. Murray stated this charter defines the purpose, authority, organization, duties and responsibility of the Audit Committee of the Board of Trustees.

Mr. Murray, on behalf of the Audit Committee, recommended approval of the Audit Committee Charter as presented (see Attachment 7). The Committee's recommendation was unanimously approved.

Recent Internal Audits and Reviews

Mr. Murray stated that Ms. Eloise Covalt, Chief Audit Officer, updated the Committee on the following internal audits for this quarter:

- NCAA - Paid Attendance Ticket Audit: no reportable findings.
- International Student Travel Funds for Short-Term Faculty-Led Programs: recommendations were made and management has put several processes in place to strengthen controls over timely submission of travel documentation to the Accounts Payable department.
- Food Services - departmental review; no reportable findings.
- Disaster Recovery Plans: completed inventory for various divisions across campus.
- Follow-up Reviews - completed to determine that management had implemented recommendations from two previous audits. All recommendations were found to have been implemented.
- Campus-wide Reviews: Quarterly reviews were conducted in the areas of travel disbursements, fixed assets, Foundation expenditures, P-Card transactions and fund reconciliations. Also, monthly reviews were conducted regarding the

removal of network access for terminated employees. No significant findings to report.

Other

- NCAA member institutions are required to submit financial data detailing operating revenues and expenses related to their intercollegiate athletics programs to the NCAA on an annual basis. The 2015 Independent Accountants' Report on Applying Agreed Upon Procedures was completed by Combs, Tenant and Carpenter, CPA. No exceptions were noted as a result of these agreed-upon procedures.
- Mr. Mark Bachmeier, Director of Human Resources, presented the Fiscal Year 2014-15 Management Flexibility Report, as required under UNC Policy 600.3.4, "Granting of Management Flexibility to Appoint and Fix Compensation." He reported compliance with the conditions of our management flexibility and no related audit findings.
- Mr. Jim Webb, Chief Information Security Officer, provided an overview of Appalachian's IT risk assessment methodology and the current model for addressing IT risks.

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

REPORT FROM ATHLETICS COMMITTEE: Chair Adcock recognized Mr. James M. Barnes, Chair of the Athletics Committee, for this report:

Mr. Barnes stated the Athletics Committee met on Thursday afternoon, focusing on the following objectives:

- Intercollegiate Athletics is Vital and Contributing to the University;
- Supports the Educational Mission of the University;
- Is Guided by a Clear and Compelling Mission;
- Fully Embraces Comprehensive Excellence;
- Supports Chancellor's Leadership and Control; and
- Utilizes a Straightforward Operations Plan with 12 Priorities.

Student-Athlete Presentations

Mr. Barnes stated that presentations were given by the following student-athletes: Denzil Dejournette (Wrestling) and Tristin Van Ord (Women's Track & Field). He noted that Denzil and Tristin both have had tremendous success academically and athletically, and have been excellent contributors to the Appalachian community.

Presentation from Director of Athletics

Mr. Barnes stated that Mr. Doug Gillin, Director of Athletics, presented a comprehensive review of his first 12 months as Director. Mr. Gillin discussed sustainable financial models for athletics, future facilities plans and progress on revenue generation. In addition, Athletics is also formalizing its reporting and planning systems to include the following: Executive Operations Report, Operations Plan, and Sport Reports.

Mr. Barnes indicated that this concluded the report from the Athletics Committee, with the exception of an item for closed session (see Appendix E).

COMMENTS FROM THE CHAIR:

Chair Adcock made the following comments/announcements/reminders:

- There is a vacancy on the Endowment Fund Board due to the retirement of Mr. Greg Lovins. The Board of Trustees will plan to elect a new member to this Board at the June 24 Board meeting;
- May Commencement to be held on Friday, May 13, and Saturday, May 14, at the Holmes Convocation Center;
- Next meeting of Board of Trustees to be held June 23-24, 2016;
- Recognized the following individuals for their service to the Board during the past year: Stephanie Billings, Paul Gates, Carson Rich and Amy Sanders; and
- Recognized the following individuals who are retiring from the University: Mr. Greg Lovins and Ms. Kathy Roark.

CLOSED SESSION: Chair Adcock announced that he would entertain a motion that the Board convene in closed session. Chair Adcock asked that the Chancellor, Vice Chancellors, General Counsel, and Assistant Secretary of the Board join the voting members in closed session. He also asked that Mr. Doug Gillin, Director of Athletics, remain for one item specific to the closed session agenda.

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

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

5. consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee [N.C.G.S. §143-318.11(a)(6)].

PUBLIC SESSION RECONVENED: Upon motion duly made, seconded and approved, the Board reconvened in open session at 12:10 p.m.

Chair Adcock recognized Mr. John Blackburn, Chair of the Academic Affairs Committee, for the following item:

Promotion and Tenure

Mr. Blackburn, on behalf of the Academic Affairs Committee, recommended approval of all promotion and tenure recommendations as presented (see Attachment 8). The Committee's recommendation was unanimously approved.

Chair Adcock recognized Mr. James M. Barnes, Chair of the Athletics Committee, for the following:

Employment Agreement: Ginipro, Savage and Strickland

Mr. Barnes, on behalf of the Athletics Committee, recommended approval of the following employment agreements as presented: Matthew Ginipro, Head Coach, Volleyball (Attachment 9); Janice Savage, Head Coach, Women's Softball (Attachment 10); and Sarah Strickland, Head Coach, Women's Soccer (Attachment 11), and James Fox, Head Coach, Men's Basketball (Attachment 12).

The Committee's recommendation was approved unanimously.

ADJOURNMENT: There being no further business, the meeting adjourned at 12:15 p.m.

BRADLEY T. ADCOCK, Chair

By: 
Kathy B. Roark
Assistant Secretary

Attachment 1

Thank you, Chair Adcock, trustees and guests. I began my remarks at December's meeting of this board by sharing details of the Connect NC bond referendum and its importance for our State, UNC and Appalachian. As you all know, the \$2 billion bond was approved by voters earlier this month and will provide statewide investments in education, parks, safety, recreation, and water and sewer infrastructure. Each of you played an important role in supporting the bond and we appreciate all you do in support of Appalachian. I would like to take this opportunity to thank Sr. Associate Vice Chancellor for Advancement Johnny Burleson and the entire Appalachian team for the efforts that supported such a successful result. Not only did the bond pass statewide, it passed by a significant margin in our region.

On our campus, a home for the Beaver College of Health Sciences is now a reality. *[lead applause]* This facility will support Appalachian's capacity to provide much-needed health care professionals for our state and beyond.

A new point of pride, just after our last meeting, the University of North Carolina Board of Governors approved a new Master of Health Administration degree during its December 11th meeting. This joins the Master of Science in Nursing approved January 2015.

Many of you met Matthew Dockham last night and it is my pleasure to officially introduce him today. Matthew recently joined Appalachian as the Director of External Affairs and Community Relations. He most recently served as Director of Legislative and Intergovernmental Affairs for the Department of Environmental Quality. And, he served six years in increasingly senior legislative support roles for Congresswoman Sue Myrick and three years as legislative assistant to United States Senator Richard Burr. Matthew holds a bachelor's degree in Political Science from Wake Forest University, please join me in welcoming Matthew to Appalachian.

I have a few additional points of pride that I would like to share with you.

It is with mixed emotions I announce several retirements today. Vice Chancellor Greg Lovins has announced his retirement and I recognize Greg for 25 years of service to Appalachian State University and 32 years with the State of North Carolina. Greg, we wish you much success and thank you for your service to Appalachian. Vice Provost Tim Burwell has graciously agreed to serve in the role of Interim Vice Chancellor for Business Affairs while we continue our national search. Thank you to Eloise Covalt as Search Committee Chair.

Kathy Roark, who you all know well, is retiring from a 30-year career with Appalachian State. She began her career in the legal department working with Dayton Cole and has since worked for five Chancellors. Thank you Kathy for your dedication, loyalty and service to Appalachian.

This is Greg and Kathy's last Board of Trustee meeting and we wish them well.

Since our last meeting, Vice Chancellor Susan Pettyjohn has also announced her retirement from Appalachian State effective June 30, 2016. Johnny Burleson will serve as Interim Vice Chancellor for Advancement. Susan and Johnny will be working together to ensure a smooth transition to maintain momentum.

And, I am happy to introduce you to our newly-elected SGA President, Jalyn Howard and Vice President, Kendrick Dawson.

Finally, in December, we learned our university is one of 300 institutions named again a "Best College Value" in Kiplinger's Personal Finance list for 2016. This recognition supports the story we tell about an amazing place where students work with talented faculty and staff to shape an educational experience that is truly Appalachian.

Provost and Executive Vice Chancellor Darrell Kruger and Vice Chancellor and Chief of Staff Randy Edwards have led a campus conversation about our strategic plan. This living document is vital to how we envision, engage and enact our academic mission. Because the strategic plan is closely linked to how we employ our resources and create and maintain facilities to support the work of our faculty, staff and students, this semester Darrell and Randy will be leading campus discussions about a new master plan. This plan is essential to identifying and planning for our facility and resource needs moving forward. We cannot continue to play catch up when it comes to faculty offices, classroom spaces, and other academic priorities essential to meeting the mission of the university as outlined in our strategic plan.

This master plan is significant to our work together as it will provide us with a road map to prioritize, set and reach resource goals to advance the mission of our university.

Since this group last met, Appalachian set a new FBS record for the most wins by a team in its first year as a full-fledged member of NCAA Division I FBS. Appalachian fans turned out in large numbers and we garnered a great deal of national attention that turned a positive spotlight on our campus.

Finally, a story to share with you. Pepper Butler is a student and softball player here at Appalachian. Her mother passed away of cancer in January and her father was recently diagnosed with stage 4 cancer. Pepper wanted her ailing father to watch her receive her college degree and was fearful this would not happen based on his diagnosis. Appalachian State softball coach Janice Savage and Dean Fred Whitt of the Beaver College of Health Sciences, and many others, worked hard to make Pepper's wish come true. Pepper received her degree in recreational management on March 19 in a ceremony held before the Mountaineers' game against visiting Troy at Sywassink/Lloyd Family Stadium. An article recently published in the Watauga Democrat is include in the inside left cover of your notebooks.

In closing, thank you – trustees – for your leadership and advocacy on behalf of Appalachian. Thank you for your kind attention and, Mr. Chair, this concludes my remarks.

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Outline – State of the Student Body – Board of Trustees – Final Address

1) Welcome

- a. Addressing 2 years in 10 minutes
- b. Frank Daniels was the first one to sit by me – “You’re a quiet one aren’t you.” I was petrified.

2) Accomplishments

- a. Abby and I will take credit for putting our team together, but we will not take credit for the amazing work they have done.

i. Diversity & Inclusion

1. Fall of 2014 → “I didn’t apply to Cabinet because I am not white.” When I heard this from a student, I knew we had a problem.
2. Intentional Outreach Plan for Cabinet and Senate
3. Woman (Abby Hamrick) elected into a senior leadership role within the organization – 1st since 2011
4. Students from traditionally marginalized backgrounds → 6% to just over 36%
 - a. SGA received confirmation this is the most diverse it has been in its existence (60+ years).
 - b. Necessity to provide representation for our historically black fraternities and sororities, SGA reallocated a Senate seat for NPHC through a campus-wide referendum.
 - c. Start of the year, first time 86 seats were filled in the Student Senate while under new constituency structures.

ii. Making a State Wide and Nationwide presence

1. \$1 fee to ASG - state-wide grant/advocacy board.
2. SGA fought for just over \$9,000 in grants
 - a. Equity in Action Conference
 - b. Faculty/Staff Appreciation Breakfast
 - c. Mental health awareness
 - d. Voter mobilization
 - e. Events with the Career Development Center
3. That grant pool was only \$30,000
 - a. There are 17 UNC institutions
 - b. More grants than any other school in the UNC system
 - c. UNC GA and the Association of Student Governments awarded Appalachian State University’s SGA the delegation of the year award.

iii. Unwavering Support

1. Chancellor Everts, taking time to meet with students during chancellor luncheons and saying, “What do you not like about this university, what can we change?” She is transparent and candid with students and they are incredibly appreciative of it.
 - a. Fayetteville State University – Only chancellor that I saw approach the student group. Came and said hello to me and welcomed me.
 - b. Debbie Covington, Emily Wolfe, Dr. Edwards, Dawn Antonucci, Kathy Roark. Thank You.

- iv. Within Student Development and other areas of the University
 1. JJ Brown, our Dean of Students is a cornerstone to student life on this campus.
 2. Leroy Wright has only been on this campus for two months, and I have already seen him more in the past two months than some of my closest friends.
 3. There are many others, Dino Dibernardi, Matt Dull, Tracy Royster, Alex Howard, Jeff Cathey, Kim Mitchell, Judy Haas, Dayton Cole, Barbara Krause, Susan Davies, Greg Lovins, Chief Doerr, Kindsay Reeder and many others.
 4. Dr. Kruger – done an amazing job at connecting with the students through Provost Luncheons and making himself available.
 5. William “Bill” C. Friday Lifetime Achievement Award
 - a. Bill Friday was the 1st President of the Consolidated University of North Carolina.
 - b. Award is to be given to one public figure who has exhibited a lifetime of exemplary service to the students of the University of North Carolina.
 - c. Previous recipients have been
 - i. Erskine Bowles
 - ii. Thomas Ross
 - d. Most recent recipient, as of last weekend...our very own Cindy Wallace
 6. We have some incredibly supportive administrators at this university, and I wanted to make sure I stated that, even though I have barely skimmed the surface.

v. Voter Mobilization & Education

1. Statistics from Class, 80% of those registered → Vote
2. 24 hours before Feb. 19th registration deadline, SGA opened their office as a registration clinic
 - a. registered over 320 students
 - b. (33%) of the 1,063 people that registered
 - c. Between 1/1/16 and 2/19/16 in less than 24 hours.
3. We worked with administrators to acquire funding that helped us provide...
 - a. Over 1,500 pieces of merchandise that encouraged students to vote (buttons/handouts)
 - b. Raise awareness for the voting location in the Student Union (which had a record turnout)
 - c. Educate on Student voting rights through campus-wide emails and reached out to organizations like Ambassadors and APPS.

vi. Why did all of this work?

1. Inter-university collaboration
2. Normally tasked with just getting out the vote
3. We all had a stake in this
4. Johnny Burleson & Meghan Hayes

3) Other Accomplishments

- a. SGA advocated and worked with the Chancellor and was successful in raising student involvement to unprecedented levels (in my opinion) at Board of Trustee (BOT) dinners
- b. Provided times for students from marginalized backgrounds to voice their concerns to the Provost, Chancellor and BOT. And this is an area where we still need significant growth, but at least we have started those conversations.

- c. Worked with Club Council to pass a resolution that encourages administrators to provide adequate funding to the grant pool that can be accessed by our 400 clubs and organizations.
 - d. Assisted with the Gmail migration, brought the idea of keeping stadium open longer for student parking in regard to the Thursday night parking plan for football games, and the need for shuttles to visitor lots for student parking overflow
 - e. Assisted with the revision of the Student and Organizational Code of Conduct, provided a student or student to over 20 university committees as well as search committees for the Associate Vice Chancellor for Student Development, Director of Auxiliary Services, and Vice Chancellor of Business Affairs.
- 4) The list goes on, and I do not have enough time to cover it all, but the students on our Cabinet, as well as some of our Senators and students from many different organizations in collaboration with us, have worked their tails off for this university. And I would love it if we could thank them all.

Closing Points

- 1) Bowden Investment Group
 - a. ASU – Students = No ASU
 - b. Without students, everyone here is out of a job
- 2) I have served in this role for two years now, and I have been in SGA since August of 2012.
- 3) “Esse Quam Videri” → To Be rather than To Seem
 - a. This school blows people away with its focus on the students, we can’t lose that.
 - b. It is in the DNA of this University to be different in the way that we handle things.
 - c. Many Universities are facing the struggle of how to handle protests, marches, student wellbeing issues, budget cuts, I could go on.
 - d. How can Appalachian approach these issues, by continuing to have a student at the table.
 - e. Having these conversations, learning from these experiences.
 - f. Trying to control and/or stifle student activism is like trying to hold a hot coal, it can’t be done. There is a passion burning hot in the hearts of students that will not be put out.
 - g. But what can be done is student activism is facilitated, and nurtured.
 - i. We make sure students have an opportunity to voice their opinions and be as loud as they want to be, as long as we make sure students are safe. And perspectives are truly heard.
 - h. With the current struggles going on in the state, can we immediately change the world, no.
 - i. But we can make minor changes here at Appalachian to show different groups of students that they are welcome here.
 - j. More inclusive language
 - i. Freshman is not inclusive
 - ii. Walker Fellows is not inclusive
 1. If it was called Walker Gals or Walker Women, the men would have a fit.
 - k. These minor changes can make the world of a difference.
- 4) In conclusion, we have to be rather than to seem.
 - a. Information on student deaths, suicide rates, levels of depression and anxiety, rising costs of tuition and how Pell grants only cover a fraction of the price of a four year degree; These struggles that you all see in the news, on the internet, the radio, in PowerPoints and magazine articles...we’re living that. Every day.

- b. This school blows people away with its focus on students and we can't lose that. It is in the DNA of this University to be different. With the current struggles going on in the state, can we immediately change the world, no, but we can make minor changes here at Appalachian to show different groups of students that they are welcome, by using more inclusive language for example.
- c. These minor changes can make the world of a difference. Without students, everyone here is out of a job. We have to be rather than to seem. We have to be here for students.

Staff Senate Presentation to the Board of Trustees

March 25, 2016

Presented by: Amy Sanders, Chair, Staff Senate

Thank you, Mr. Chair and Chancellor Everts, for this opportunity to present an update for staff.

I want to introduce Jason Marshburn, Chair Elect, and Kevin Snook, Past Chair for attending. They are either here to support me or to heckle, I'm not sure which they will be doing.

As most of you are aware, I am finishing my second year as Staff Senate Chair. While I joke about running out the door, I have been honored to be able to serve the staff and represent the university as chair these past two years. We have had an eventful two years. I'd like to share a few highlights with you.

- In December 2015, Staff Senate passed a resolution requesting the Chancellor, Vice Chancellors, this Board, the Director of Human Resources, and administration to advocate for a market study and funding to rectify current SHRA salaries. Chancellor Everts announced during the spring opening meeting she and the rest of the administration are committed to bringing all SHRA staff to 85% of the current market rate as listed with the Office of State Human Resources.
- We've seen some change in administration these past years, and I'm happy to report Staff has been represented on the search committees for these positions. Thank you for this opportunity to have staff voices heard.
- For several years, professional development for staff has been a consistent area of concern. In March 2015, Human Resources launched a concentrated effort for staff and supervisor professional development. Since then, Human Resources has offered 102 workshops on a wide variety of topics and has served approximately 1,092 staff. Among the workshops were two, one-day-long events — one for Administrative Professionals and one focusing on Wellness. I've heard many who attended the one for Administrative Professional what a wonderful opportunity to meet face-to-face with people they've been emailing for years. In addition, a Development Institute for Supervisors has been developed, and the second Leadership Development Program cohort will begin in April. The first cohort graduated from the program in October 2015.
- AppKIDS is beginning fundraising for its 37th year. This program raises money through donations from businesses and, primarily, the university community, to help financially disadvantaged youth in Watauga County purchase winter clothing. We help 90, K-12 children each year. Organization takes a tremendous amount of effort from this Staff Senate committee and volunteers throughout the entire university. The fundraising goal is

\$15,000, [warning: shameless plug here] so while the envelopes are "passed" in September, you can always give through payroll deduction or check or cash any time throughout the year.

- On a state level, UNC Staff Assembly developed the Janet B. Royster Scholarship to provide scholarships for staff professional development. To date, we have granted \$30,000 in scholarships. Our major fundraising effort comes from an annual Chancellor's Cup Golf Tournament. The 5th tournament will be held May 25, at Tobacco Road in Sanford, NC. We will be looking for donations as well as golfers. Not to put any pressure, but the cup has gone to Winston-Salem State for the past four years. We'd like to see that changed.

- And, finally, I'd like to take a few minutes to report on our Quality of Life Committee survey. We conducted a complete survey in 2015 and have just sent a follow-up survey to check the pulse. This will be the pattern — full survey every other year and a smaller survey on the "off" years. The results of the full survey can be found on the Staff Senate website, but some areas worth noting:
 - The response rate was almost 52% of staff; this was an increase of 32% from the 2012 survey.
- Statements of focus were:
 - I enjoy my job.
 - The workload is balanced in my area.
 - I feel open communication exists at Appalachian.
 - My area supervisor treats me with respect.
 - I am satisfied with the leadership in my department.
 - My supervisor does not show favoritism.
 - Poor performers are held accountable.
 - My pay is fair for the work that I do.
 - Areas of concern were open communication, poor performers held accountable, and fair pay. Staff Senate presented these results to the Chancellor, and we are working together to address these concerns.
 - The "pulse" survey closes on March 31. Preliminary results show we need to continue to work hard on these areas of concern.

In closing, we continue to struggle to get staff involved. We are working on this and had an open forum meeting to discuss this issue at the March meeting. The reasons are many and varied — from work load to supervisor support. The executive committee and the senate as a whole are working on ways to resolve these issues.

Again, thank you for this opportunity. I've enjoyed working with each of you.

Appalachian State University

Our Online Presence

Board of Trustees – March 2016

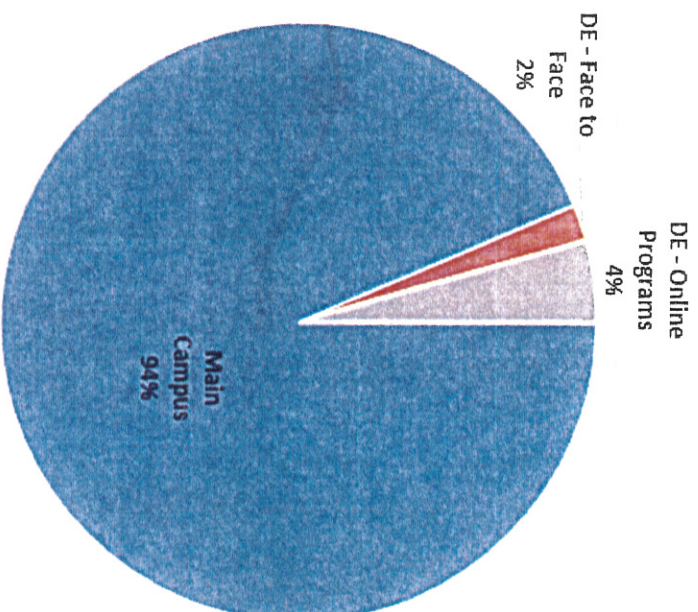
*Ms. Heather Langdon, Interim Director
Institutional Research, Assessment & Planning*
*Dr. Terry Rawls, Executive Director
Educational Outreach and Summer Programs*

Appalachian State Online Offerings

- We Offer Online Programs through Distance Education
 - Degree Granting
 - Certificates
 - Non-Degree/Licensure
- We Offer Online Courses by Campus Faculty
- UNC-GA only looks at course enrollments (for the funding model)
 - All DE courses (face to face and online) are included

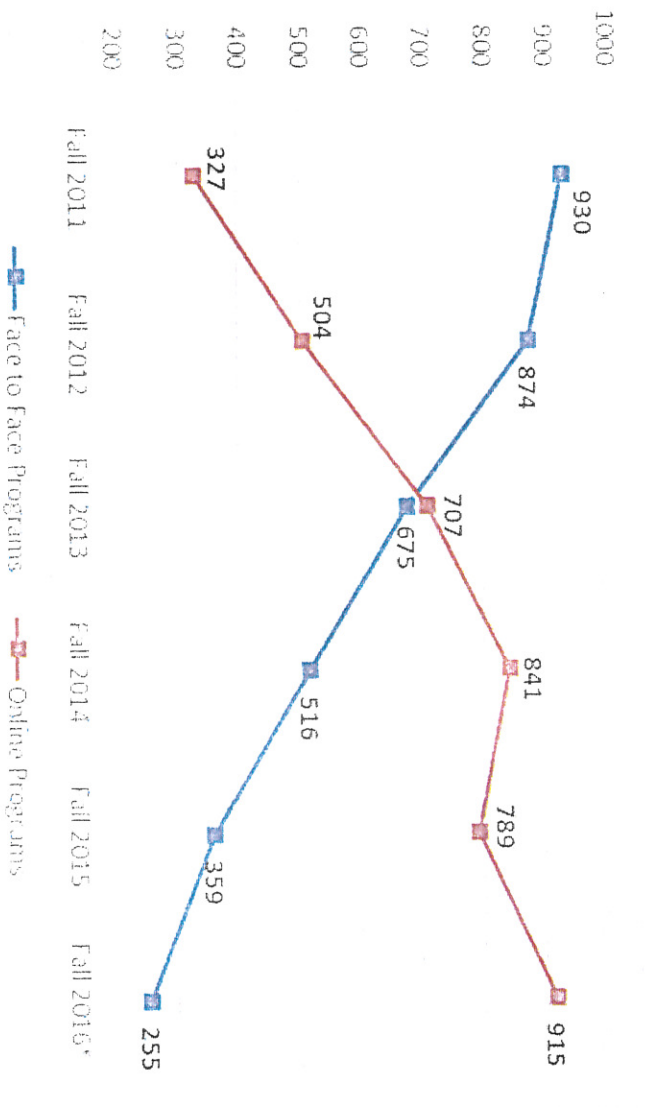
Enrollment Proportions Students by “Campus” Fall 2015

Main Campus	16,784
DE – Face to Face Programs	359
DE – Online Programs	789
Total Enrollment	17,932



Source: Student Data File and Banner Data, Fall 2015

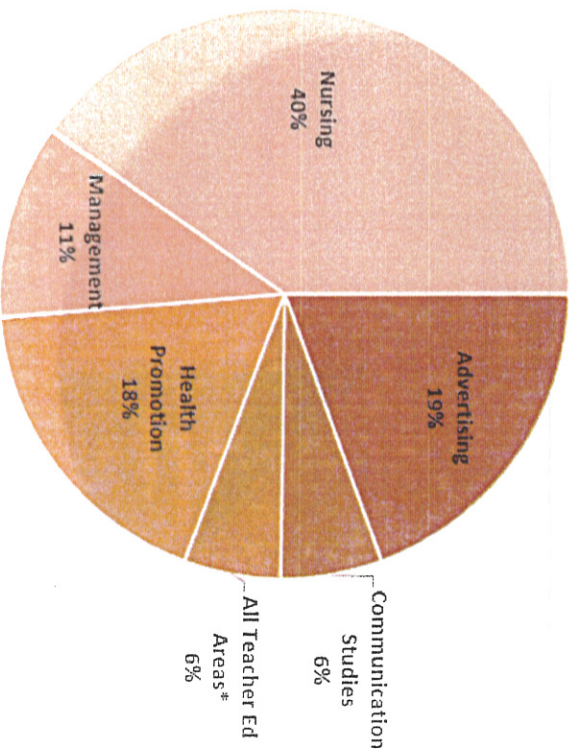
Distance Education Enrollment – Students by Program Type



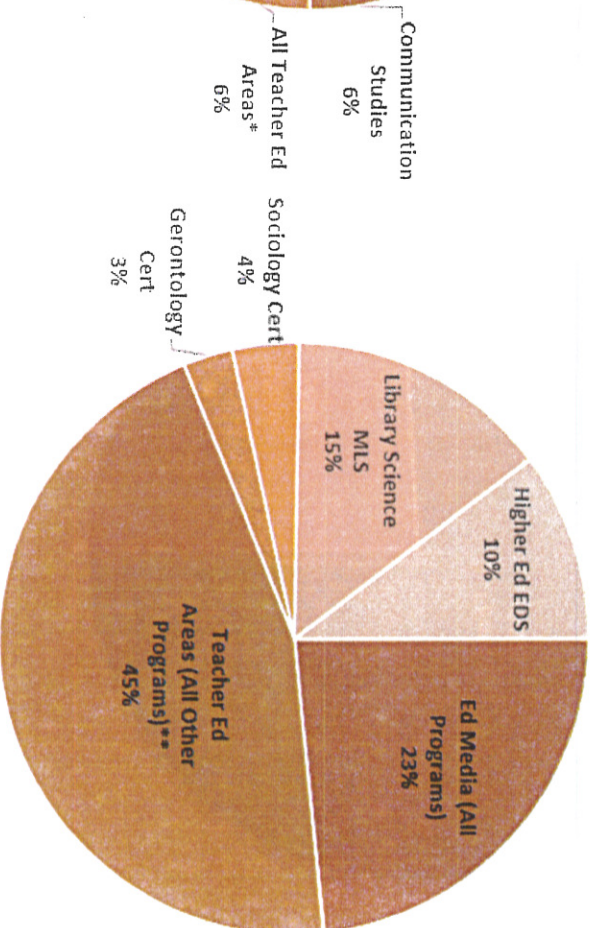
Source: Student Data File and Banner Data
* Projected enrollment

Online Program Enrollment By Level and Discipline

Undergraduate Program Enrollment



Graduate Program Enrollment

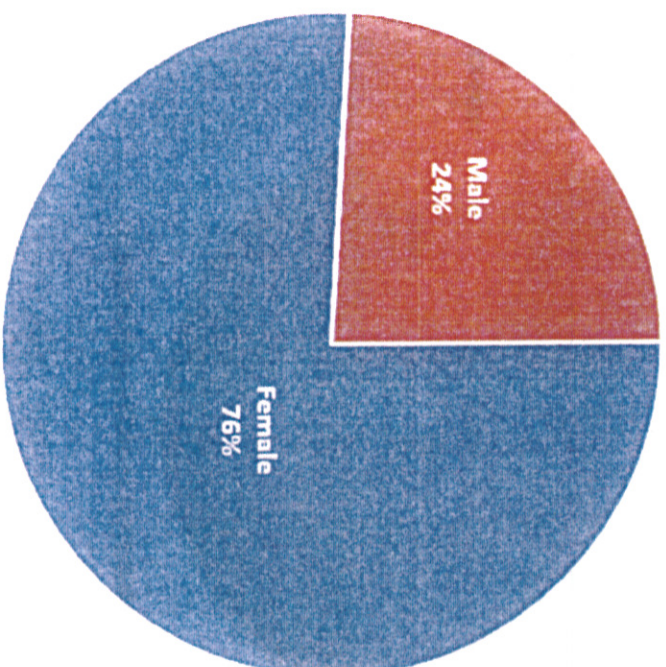
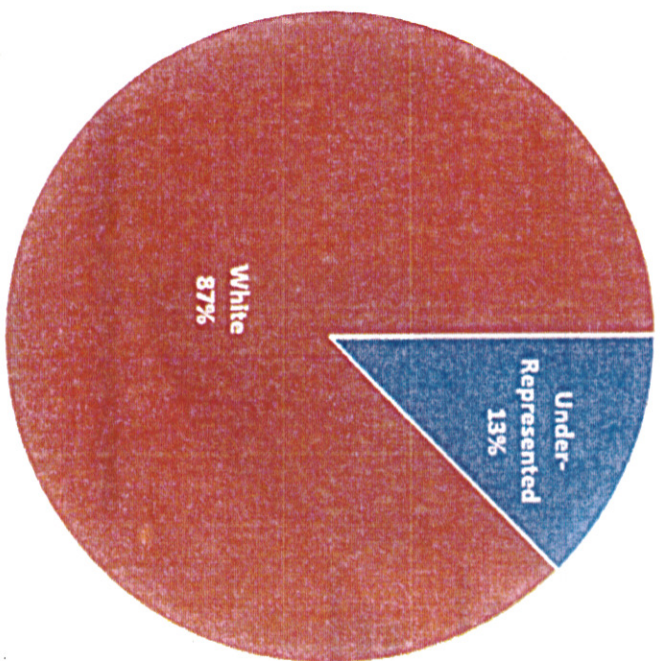


* Birth through Kindergarten, Business Education

**Middle School Cert, School Leadership Cert, School Admin MSA/Lic, Curric Specialist MA (Most enrollments are in School Leadership/Admin)

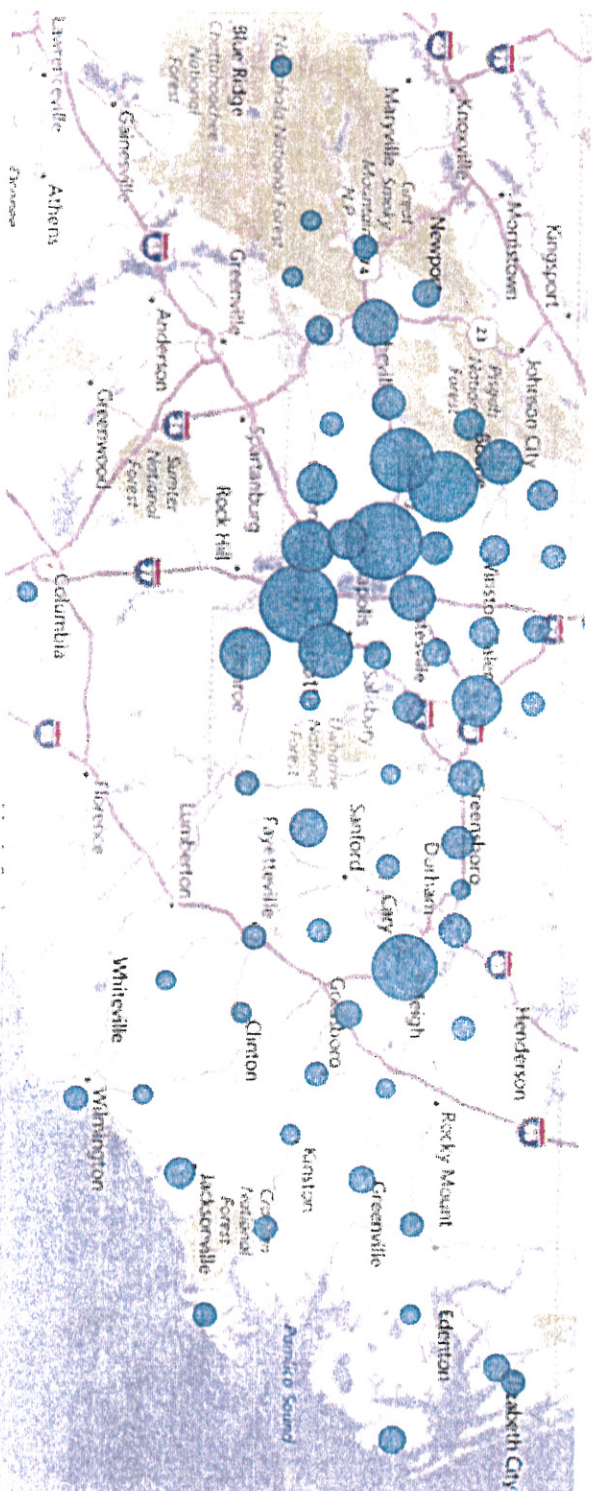
Source: Student Data File and Banner Data, Fall 2015

Online Cohort Demographics: All Students



Source: Student Data File and Banner Data, Fall 2015

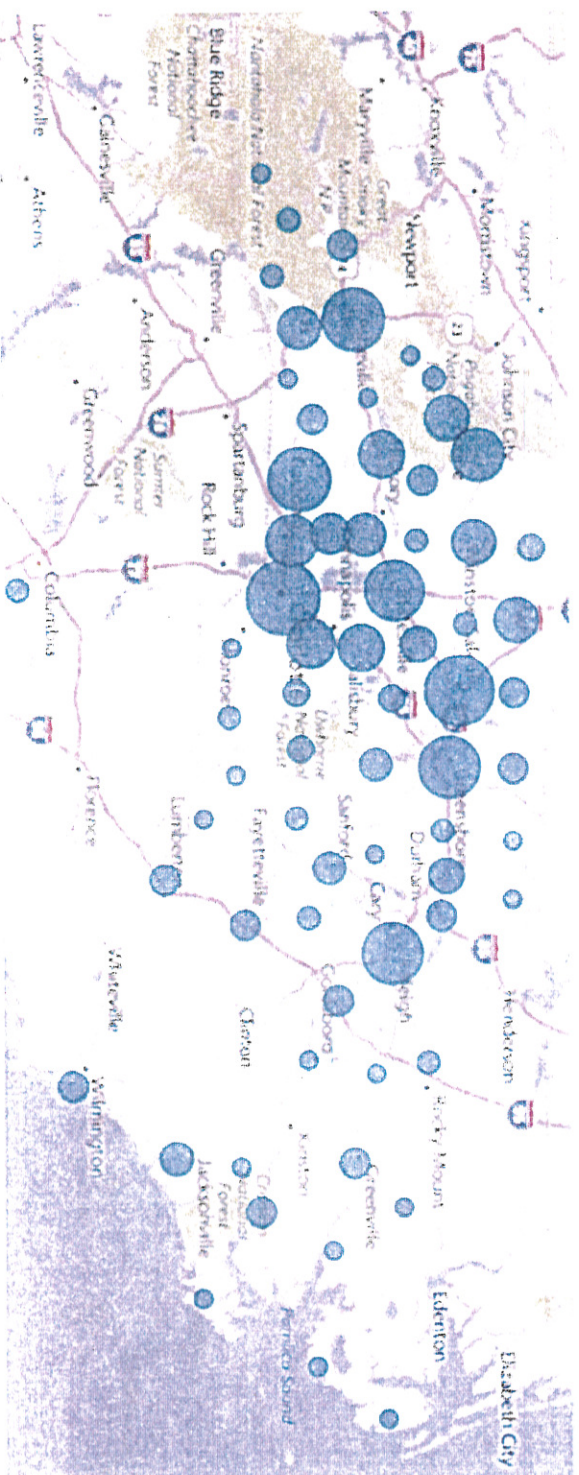
Undergraduate Online Cohorts Home Residence



3 Students with Residence outside NC:
New Jersey, South Carolina, and Ohio (Note: the OH student also has an Asheville address)

Source: Student Data File and Banner Data, Fall 2015

Graduate Online Cohorts Home Residence



8 Students with Residence outside NC:
Florida, South Carolina, Virginia, Hawaii (Note: the HI student also has a Fayetteville address)

Source: Student Data File and Banner Data, Fall 2015

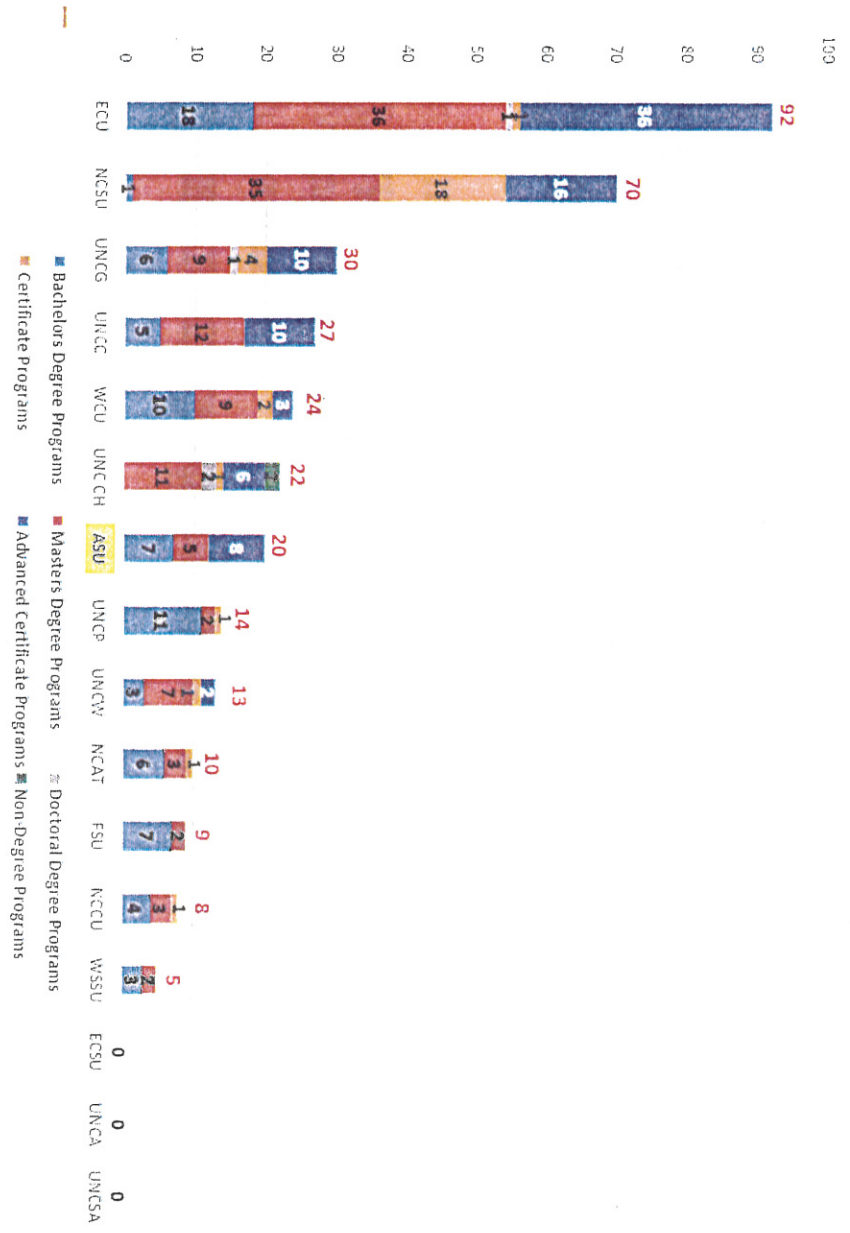
UNC Online

UNC Online

- Online Programs
 - Degree Granting
 - Certificates
 - Non-Degree/Licensure
- Online Courses

UNC Online Programs Offered

UNC Online Degree, Certificate, and Non-Degree Programs



Source: UNC Online program counts Jan. 2016

UNC Online

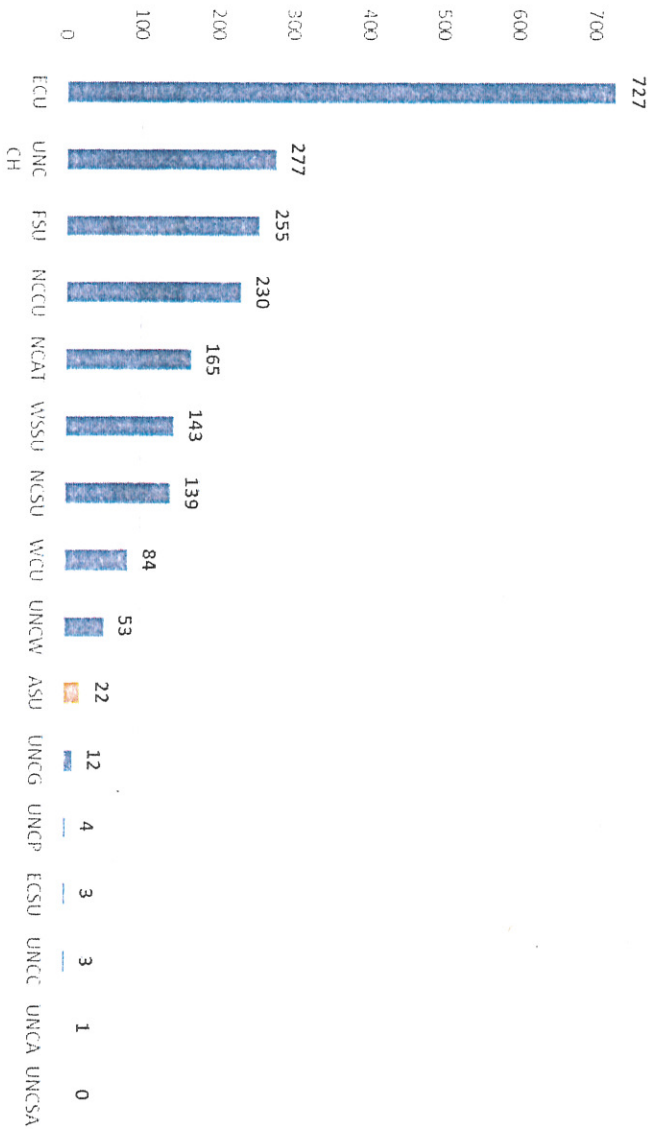
Common Undergraduate Programs Offered

- ▣ Business
- ▣ Criminal Justice
- ▣ Education
- ▣ Nursing (RN to BSN)

Common Graduate Programs Offered

- ▣ Computer Science/Technology
- ▣ Education
- ▣ MBA
- ▣ Nursing
- ▣ Health Occupations (Nutrition, Health Care Admin)

UNC Online Courses Listed



Source: UNC Online course counts Jan. 2016

UNC and Peer Comparisons

Exclusively Online Course Enrollment

UNC Institution Enrollments: All Students

All Students

Sorted

Institution Type	Institution Name	Total Enrollment	Students enrolled exclusively in DE courses	% of Total Enrolled Exclusively Online
UNC	East Carolina University	27511	5860	21.3%
UNC	Fayetteville State University	5899	985	16.7%
UNC	Western Carolina University	10382	1678	16.2%
UNC	University of North Carolina at Pembroke	6269	976	15.6%
UNC	University of North Carolina at Greensboro	18647	2056	11.0%
UNC	Winston-Salem State University	5220	439	8.4%
UNC	North Carolina Central University	7687	619	8.1%
UNC	North Carolina State University at Raleigh	33989	2591	7.6%
UNC	University of North Carolina Wilmington	14570	1102	7.6%
ASU	Appalachian State University	18026	905	5.0%
UNC	Elizabeth City State University	1867	94	5.0%
UNC	University of North Carolina at Charlotte	27238	1307	4.8%
UNC	University of North Carolina at Chapel Hill	29135	1250	4.3%
UNC	North Carolina A & T State University	10725	365	3.4%
UNC	University of North Carolina at Asheville	3845	11	0.3%
UNC	University of North Carolina School of the Arts	958		0.0%
Total UNC		221968	20238	9.1%

Source: IPEDS Data, Fall 2014 Final Enrollment

UNC Institution Enrollments: Graduate

Graduate Level Students

Sorted

Institution Type	Institution Name	Total GR	GR Students enrolled exclusively in DE courses	% of GR Enrolled Exclusively Online
UNC	East Carolina University	5259	2552	48.5%
UNC	Western Carolina University	1595	590	37.0%
ASU	Appalachian State University	1771	296	18.0%
UNC	University of North Carolina Wilmington	1606	419	26.1%
UNC	University of North Carolina at Pembroke	758	186	24.5%
UNC	Fayetteville State University	652	150	23.0%
UNC	North Carolina State University at Raleigh	9516	1707	17.9%
UNC	University of North Carolina at Greensboro	3334	581	17.4%
UNC	University of North Carolina at Charlotte	5022	711	14.2%
UNC	North Carolina Central University	1770	244	13.8%
UNC	Winston-Salem State University	427	56	13.1%
UNC	North Carolina A & T State University	1522	182	12.0%
UNC	University of North Carolina at Chapel Hill	10785	1006	9.3%
UNC	Elizabeth City State University	62	1	1.6%
UNC	University of North Carolina at Asheville	41		0.0%
UNC	University of North Carolina School of the Arts	104		0.0%
Total UNC		44224	8881	20.1%

Source: IPEDS Data, Fall 2014 Final Enrollment

Peer Institution Enrollments: All Students

All Students

Sorted

Institution Type	Institution Name	Total Enrollment	Students enrolled exclusively in DE courses	% of Total Enrolled Exclusively Online
Peer	University of Northern Iowa	11928	1740	14.6%
Peer	Sam Houston State University	19573	2438	12.5%
Peer	Western Illinois University	11458	713	6.2%
Peer	Rowan University	14778	901	6.1%
Peer	Minnesota State University-Mankato	15387	930	6.0%
Peer	Eastern Illinois University	8913	483	5.4%
ASU	Appalachian State University	18026	905	5.0%
Peer	Bowling Green State University-Main Campus	16554	729	4.4%
Peer	Saint Cloud State University	16076	647	4.0%
Peer	Towson University	22285	500	2.2%
Peer	Miami University-Oxford	18620	405	2.2%
Peer	Indiana University of Pennsylvania-Main Campus	14534	302	2.1%
Peer	West Chester University of Pennsylvania	16086	333	2.1%
Peer	University of Wisconsin-La Crosse	10669	209	2.0%
Peer	California State University-Chico	17287	333	1.9%
Peer	James Madison University	20855	376	1.8%
Peer	College of Charleston	11456	171	1.5%
Peer	Western Washington University	15060	155	1.0%
Peer	SUNY at Binghamton	16695	140	0.8%
Total Peers		296240	12410	4.2%

Source: IPEDS Data, Fall 2014 Final Enrollment

Peer Institution Enrollments: Graduate

Graduate Level Students

Sorted

Institution Type	Institution Name	Total GR	GR Students enrolled exclusively in DE courses	% of GR Enrolled Exclusively Online
Peer	Sam Houston State University	2754	1235	44.8%
Peer	Rowan University	2756	800	29.0%
ASU	Appalachian State University	1771	496	28.0%
Peer	Minnesota State University-Mankato	1992	416	20.9%
Peer	University of Wisconsin-La Crosse	849	148	17.4%
Peer	University of Northern Iowa	1786	288	16.1%
Peer	Bowling Green State University-Main Campus	2455	391	15.9%
Peer	College of Charleston	1016	159	15.6%
Peer	Saint Cloud State University	1599	246	14.5%
Peer	James Madison University	1711	237	13.9%
Peer	Miami University-Oxford	2807	374	13.3%
Peer	West Chester University of Pennsylvania	2242	294	13.1%
Peer	Western Illinois University	1813	213	11.7%
Peer	Towson University	3478	364	10.5%
Peer	Indiana University of Pennsylvania-Main Campus	2239	189	8.4%
Peer	California State University-Chico	1206	79	6.6%
Peer	Eastern Illinois University	1273	42	3.3%
Peer	Western Washington University	903	29	3.2%
Peer	SUNY at Binghamton	3283	72	2.2%
Total Peers		38038	6072	16.0%

Source: IPEDS Data, Fall 2014 Final Enrollment

Appalachian State University
Online Future

2016 and Beyond

- New Online Programs
 - Master of Science in Nursing (MSN)
 - Master of Health Administration (MHA)
 - Certificate in Strategic Communications
- Division of Distance Education
 - Webpage updates
 - Reorganization
- Distance Education Task Force

Appalachian State University Honors College

Board of Trustees – March 2016

Dr. Ted Zerucha, Interim Director

*Report by Heather Langdon, IRAP, and Dr. Angela Mead,
Honors*

The students

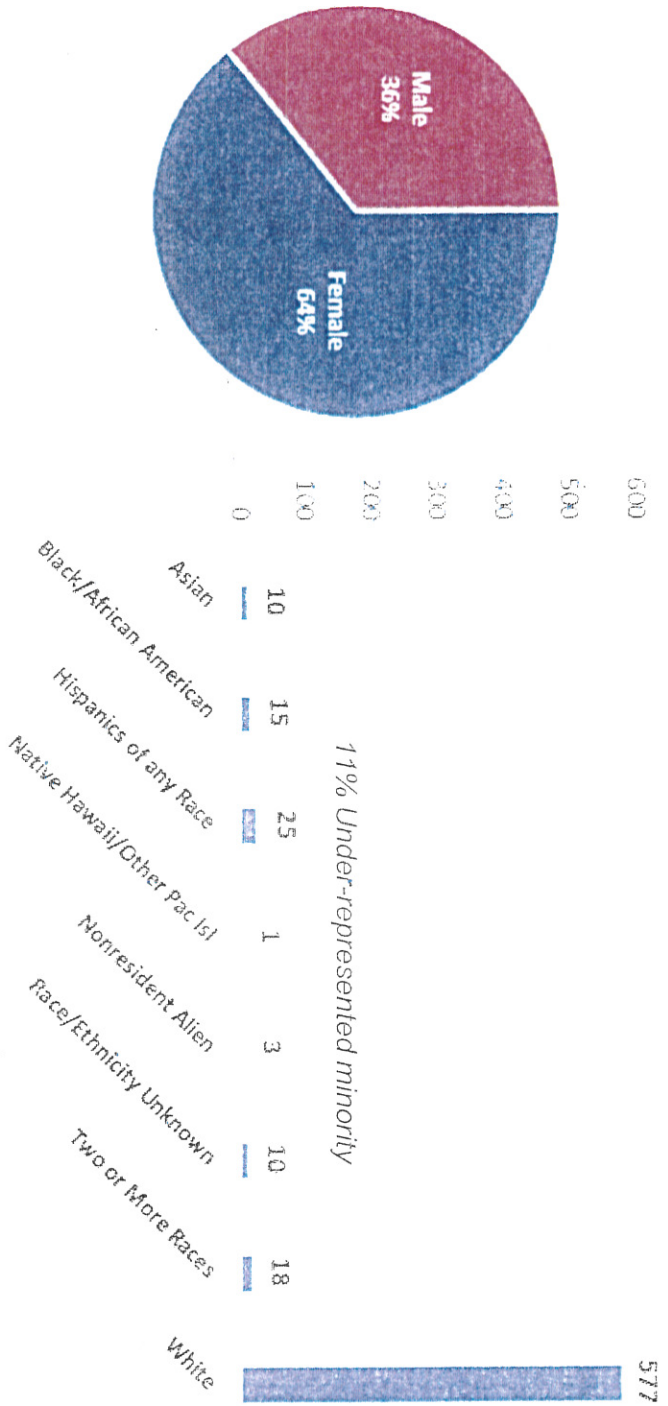
- Current class = 659
- Top 10 Major* Departments
 - Biology
 - Psychology
 - English
 - Music
 - Health & Exercise Science
 - Mathematical Sciences
 - Chemistry
 - Communication
 - Government & Justice Studies
 - Art

Source: Student Data File and Banner Data, Fall 2015
**Intended and declared majors included*

Demographics

- 90% are NC Residents, 10% from out of state
 - Top NC Counties (*These five NC Counties are home to 40% of Honors students*)
 - Wake
 - Mecklenburg
 - Watauga
 - Guilford
 - Forsyth
- 13.5% are First-Generation College Students
- 17.6% are Pell Grant Recipients

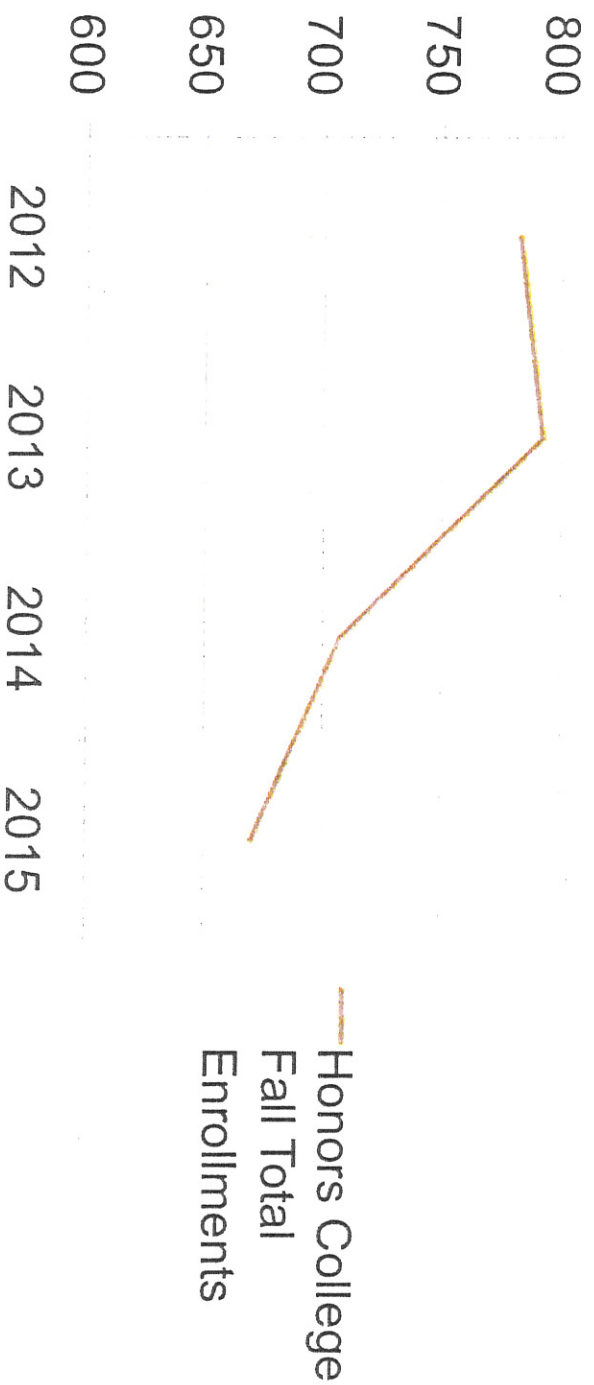
Diversity



Source: Student Data File and Banner Data, Fall 2015

Honors College Students: Enrollment Trend

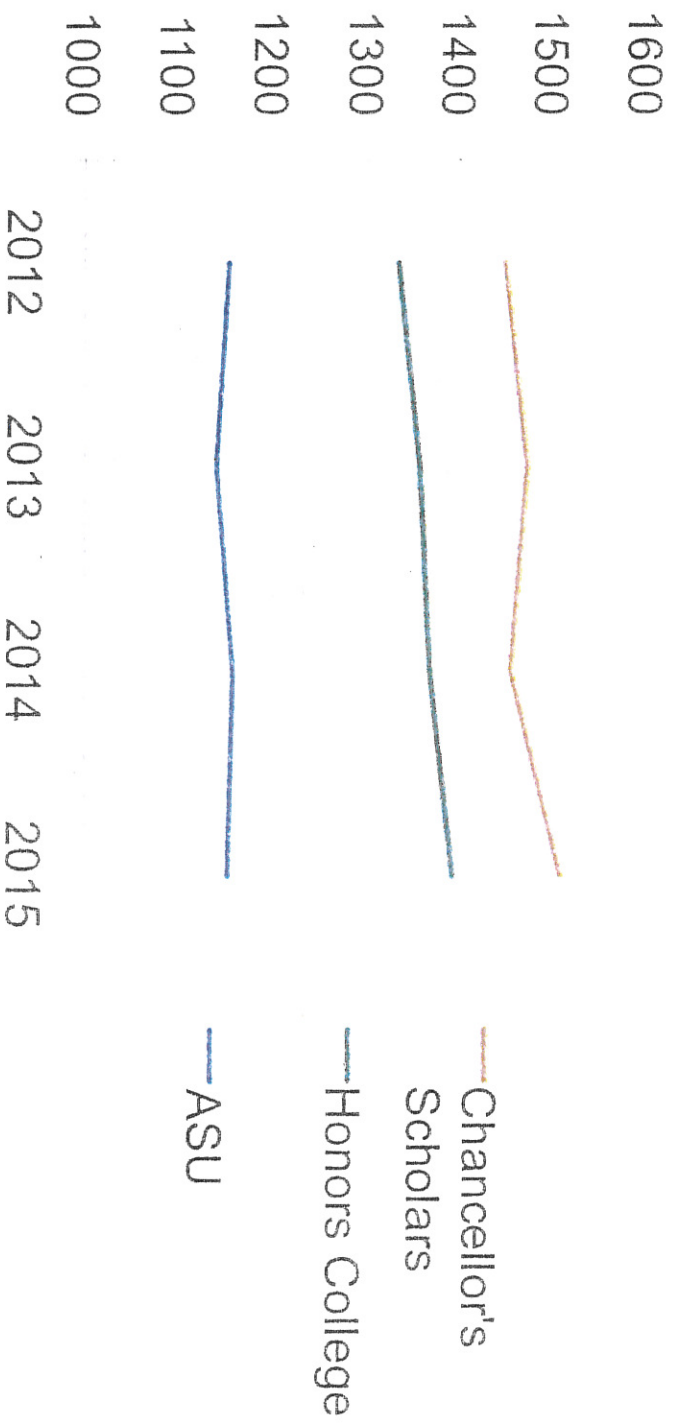
Honors College Fall Total Enrollments



In Fall 2015, 4% of degree-seeking undergraduates were enrolled in The Honors College.

Source: Honors College historical data

Fall Entering Cohort SAT Averages

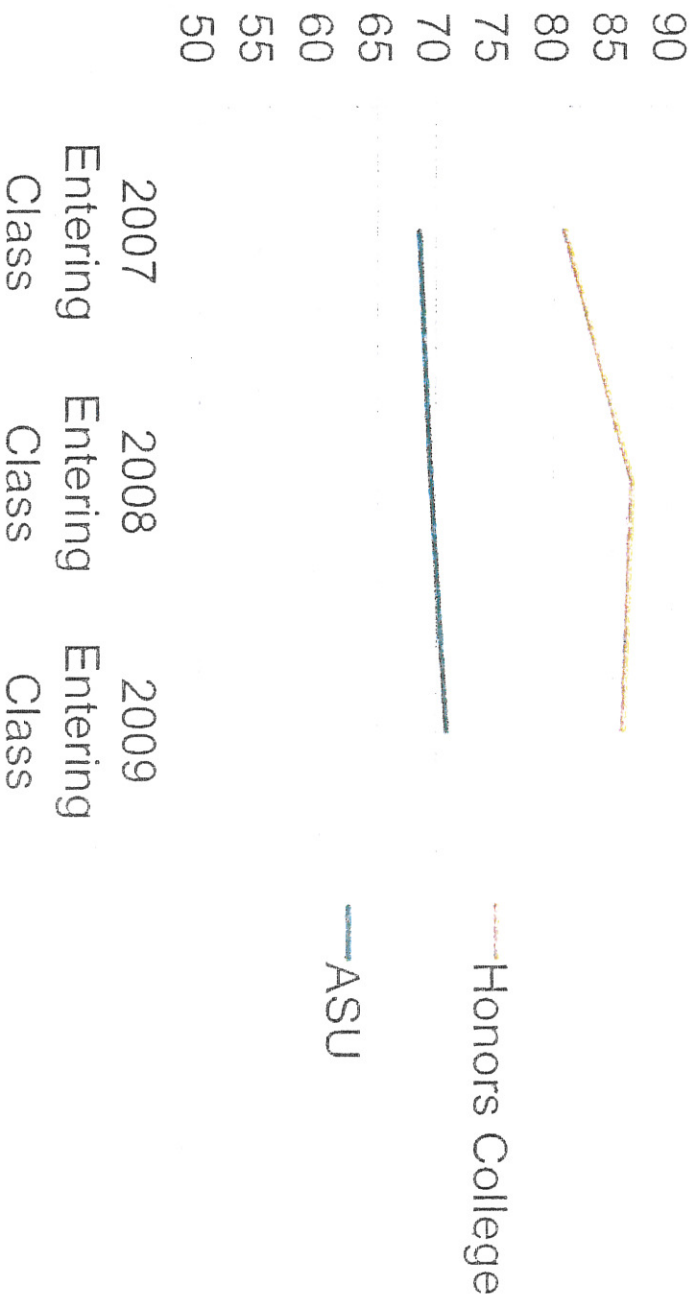


Source: Student Data File and Banner Data, Fall 2015 & Honors College Facts and Figures, Fall 2015

First Time Honors Freshman, Fall 2015

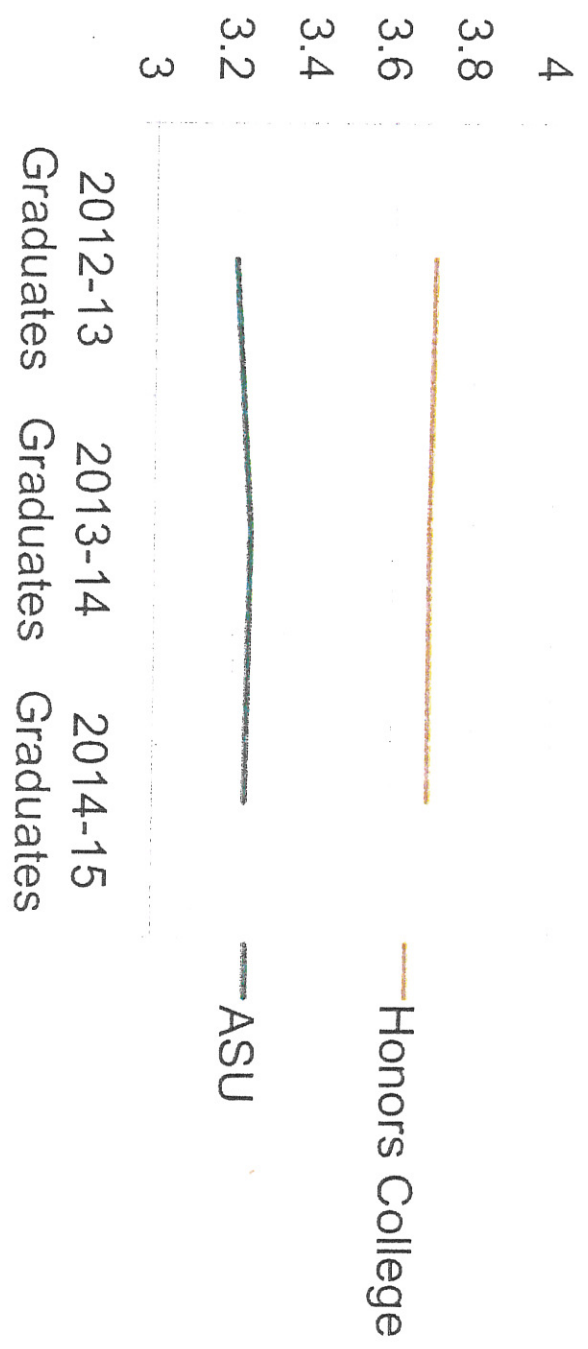
- Average SAT: 1,391
 - ASU Total Freshman Cohort: 1,151
- Average ACT: 31.5
 - ASU Total Freshman Cohort: 25
- Average HS GPA: 4.54
 - ASU Total Freshman Cohort: 4.14

6-Year Graduation Rate



Source: Student Data File and Banner Data, Fall 2015

Graduating GPAs



Source: Student Data File and Banner Data, Fall 2015

Appalachian State University Office of Internal Audits Audit Activity Charter

MISSION AND SCOPE OF WORK:

The Institute of Internal Auditors' *International Professional Practices Framework (IPPF)* defines the mission of internal audit as follows: "to enhance and protect organizational value by providing risk-based and objective assurance, advice and insight." The mission and scope of this office is consistent with both the *IPPF* mission statement and the *IPPF* definition of Internal Auditing. Internal Auditing is an independent and objective assurance and consulting activity that is designed to add value to improve the operations of Appalachian State University. The Office of Internal Audits assists the University in accomplishing its objectives through a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's risk management, control, and governance processes.

ROLE AND ACCOUNTABILITY:

The internal audit activity is established by the Appalachian State University Board of Trustees Audit Committee (hereafter referred to as the "Audit Committee"). The Office of Internal Audits' responsibilities are defined by the Audit Committee as part of its oversight role.

PROFESSIONALISM:

The Office of Internal Audits' activity will be governed in accordance with The Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Core Principles for the Professional Practice of Internal Auditing, the Code of Ethics, and the *International Standards for the Professional Practice of Internal Auditing (Standards)*. This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of the internal audit activity's performance.

The Institute of Internal Auditors' Implementation Guides, Practice Advisories, and Supplemental Guidance will also be adhered to as applicable to guide operations. In addition, the Office of Internal Audits will adhere to Appalachian State University's relevant policies and procedures and the standard operating procedures manual (Audit Manual).

AUTHORITY:

The Office of Internal Audits, with strict accountability for confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all records, physical properties, and personnel pertinent to carrying out any engagement in accordance with *North Carolina General Statute 147-64.7* and *Session Law 2010-194, Section 21*. All university employees are directed to assist the Office of Internal Audits in fulfilling its roles and responsibilities upon request. The Office of Internal Audits will also have free and unrestricted access to the Audit Committee.

The Office of Internal Audits is not authorized to perform operational duties for the University, initiate or approve accounting or other transactions external to the internal audit office, nor direct the activities of any university employee not employed in the Office of Internal Audits.

ORGANIZATION:

The Chief Audit Officer (hereafter referred to as CAO) will report functionally to the Chair of the Audit Committee and administratively (i.e., day to day operations) to the Chancellor. The CAO will communicate and interact directly with the Audit Committee, including in closed sessions and between regularly scheduled Audit Committee meetings, as appropriate.

The Audit Committee shall be composed and organized in accordance with the Audit Committee Charter approved by the Board of Trustees.

INDEPENDENCE AND OBJECTIVITY:

The Office of Internal Audits should be free from interference in determining the scope of internal auditing, performing work, and communicating results. To provide for the independence of the Office of Internal Audits, its personnel should report to the CAO, who reports administratively to the Chancellor and functionally to the Audit Committee. The CAO shall have full and independent access to the Chancellor and the Audit Committee. The CAO will confirm to the Audit Committee and the Board of Trustees, at least annually, the organizational independence of the Office of Internal Audits.

Internal auditors must exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors must make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgment.

Objectivity and independence are crucial to the duties of the Office of Internal Audits. Either may be compromised if auditors participate directly in preparing records or accounting transactions, designing systems and operations, or directing activities of any organization personnel not employed in the Office of Internal Audits. Therefore, the Office of Internal Audits' staff will serve only in an advisory capacity in these matters.

RESPONSIBILITY:

The Office of Internal Audits is responsible for:

- Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- Monitoring and evaluating the effectiveness of the organization's risk management processes.

- Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization.
- Assessing information security and information technology controls in all appropriate projects.
- Performing consulting and advisory services related to governance, risk management and control as appropriate for the organization.
- Maintaining a professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of the Charter.
- Ensuring the audit activity conforms to the Institute of Internal Auditors' (IIA) *International Standards for the Professional Practice of Internal Auditing (Standards)*.
- Establishing a quality assurance and improvement program by which the CAO assures the operation of internal auditing activities.
- Issuing periodic reports summarizing results of audit activities to management, the Chancellor, and the Audit Committee.
- Keeping the Chancellor and Audit Committee informed of emerging trends and successful practices in internal auditing.
- Assisting and/or conducting the investigation of suspected fraudulent activities within the organization and notifying the Chancellor and the Audit Committee of the results.
- Serving as a liaison between University management and external auditors.
- As appropriate, providing consulting services to management that add value and promote the best interests of the organization.
- Developing a flexible annual audit plan using an appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the Chancellor and Audit Committee for review and approval as well as periodic updates.
- Implementing the annual audit plan, as approved, including any special tasks or projects requested by management and the Audit Committee.

REPORTING AND MONITORING:

A written report will be prepared and issued by the CAO or audit designee following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the Audit Committee and the Board of Trustees. The Office of Internal Audits will be responsible for appropriate follow-up on engagement findings and recommendations.

The internal audit report may include management's response and corrective action to be taken in regard to the specific findings and recommendations. Management's response, whether included within the audit report or provided thereafter (i.e., within fifteen days) by management

of the audited area, should include a timetable for anticipated completion of action to be taken or an explanation for any corrective action recommendations that will not be implemented (management will accept the risk).

The Office of Internal Audits will be responsible for appropriate follow-up on audit findings and recommendations. All significant findings will remain in an open issues file until they are cleared.

QUALITY ASSURANCE AND IMPROVEMENT PROGRAM:

The internal audit activity will maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include an evaluation of the internal audit activity's conformance with the Definition of Internal Auditing and the *Standards*, and an evaluation of whether internal auditors apply the Code of Ethics. The program also assesses the efficiency and effectiveness of the internal audit activity and identifies opportunities for improvement.

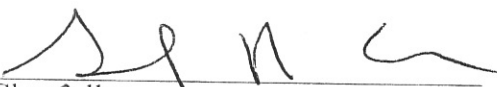
The CAO will communicate to the Chancellor and the Audit Committee on the Office of Internal Audits' quality assurance and improvement program, including results of ongoing internal assessments and external assessments conducted at least every five years.

PERIODIC ASSESSMENT:


The CAO will periodically report to the Chancellor and the Audit Committee on the Office of Internal Audits' purpose, authority, and responsibility, as well as performance relative to its audit plan. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters as determined in the discretion of the CAO or requested by senior management or the Audit Committee.

Updated and approved this 25th day of March, 2016.


Chief Audit Officer


Chancellor


Chair of the Audit Committee


Chair of the Board of Trustees

Appalachian State University

Charter of the

Audit Committee of the

Board of Trustees

BACKGROUND

Appalachian State University (the “University”) has chosen to use the North Carolina Office of the State Auditor (the “State Auditor”) to conduct its annual financial audits. The State Auditor determines staff assignments for individual audits, including rotation of Audit managers for each audit client. In addition, constituent institutions have internal audit departments to address the institution’s operating risks and internal controls, review the effectiveness and efficiencies of programs, conduct investigative audits when necessary, and perform other audit-related activities. The UNC Board of Governors has required that the Board of Trustees of each UNC constituent institution have an active committee generally responsible for audit activities and reporting to the Board of Trustees and UNC Board of Governors.

PURPOSE

The primary purpose of the Audit Committee (the “Committee”) of the Appalachian State University Board of Trustees (the “Board”) is to assist the Board in fulfilling its oversight responsibilities for (i) the integrity of the financial statements of the University, (ii) the performance of the University’s internal audit function, and (iii) the assurance that the University is performing self-assessments of operating risks and evaluation of internal controls on a regular basis.

AUTHORITY

The Committee has authority to conduct or authorize investigations into any matters within its scope of responsibility, including resolving any disagreements between University administration and the auditor regarding financial reporting and any audit findings and recommendations.

ORGANIZATION

The Committee shall be a standing committee of the Board consisting of at least four (4) members of the Board. Each Committee member must be (i) independent of the University’s administrative and executive officers and (ii) free of any relationship that would impair such independence.

If possible, at least one member of the Committee must be a financial expert; the other members should be able to understand financial information and statements. For this purpose, a “financial expert” is someone who has an understanding of generally accepted accounting principles and financial statements; experience in applying such principles; experience in preparing, auditing, analyzing, or evaluating financial information; experience with internal controls and procedures for financial reporting; and an understanding of the audit committee function. It is desirable for the role of financial expert to be rotated no less

frequently than biennially. The members of the Committee shall be selected in the same manner as other committees of the Board.

MEETINGS

The Committee shall meet at least four (4) times a year and may hold additional meetings as circumstances require. The Committee will invite representatives of University administration, auditors, legal counsel, and others to attend meetings and provide pertinent information as necessary. It will also hold private meetings with the University's Chief Audit Officer (the "CAO") at least annually. Meeting agendas shall be prepared and provided in advance to members, along with appropriate briefing materials. Minutes of the meetings shall be prepared.

DUTIES AND RESPONSIBILITIES

The principal duties and responsibilities of the Committee shall be as follows:

- Meet at least four times during the year.
- Review the results of the University's annual financial audit with the North Carolina Office of the State Auditor (OSA) or a designated representative thereof.
- Discuss the results of any other audit performed and report/management letter (e.g., information systems audits, investigative audits) issued by the OSA with the State Auditor or OSA staff, the CAO, and/or the appropriate campus official(s).
- For any audit finding contained within a report or management letter issued by the OSA, review the institution's corrective action plan and receive a report once corrective action has taken place.
- Discuss the results of any audit performed by independent auditors and, if there were audit findings, review the institution's corrective action plan and receive a report once corrective action has taken place in accordance with North Carolina General Statutes 116-30.1, as amended.
- Review all audit reports and management letters issued with respect to entities associated or affiliated with the University as defined in section 600.2.5.2 [R] of the UNC Policy Manual.
- Institute and oversee special investigations as needed.
- Have a functional reporting relationship with the CAO to enable the CAO to meet privately to discuss professional issues freely with the Committee and its chairperson, even though the CAO also will report administratively to the Chancellor.
- Receive and review quarterly reports from the CAO that, at a minimum, report material (significant) reportable conditions and the corrective action plan for these conditions.
- Receive, review, and approve a summary of the annual internal audit plan for the University at the beginning of the annual audit cycle. The annual audit plan should be based upon the results of an institutional risk assessment, testing of internal controls, and audits.
- Receive and review an annual summary of audits performed by the CAO's office and a comparison of the plan set forth at the beginning of the cycle to the audits actually performed.

- Review internal audit reports when issued by the CAO. Ensure that internal audit functions are conducted in accordance with professional standards, including assurance that the University is performing self-assessment of operating risks and evaluation of internal controls on a regular basis.
- Review and consult with the Chancellor in the appointment, replacement, or dismissal of the CAO and the compensation package.
- Resolve, or assist the Board in resolving, disagreements between the CAO and University administration concerning audit findings and recommendations.
- Engage, in accordance with state laws, rules and regulations, independent counsel or other advisors if and as necessary to carry out its duties. The University shall provide funding as determined by the Committee, subject to the oversight of the Board, for payment to any such advisors that may be engaged by the Committee.
- Prepare and forward to the UNC Board of Governors an annual summary certification of the work performed by the Committee.
- Confirm annually that all responsibilities outlined in this Charter have been carried out as part of the annual internal assessment.
- Perform such other duties and tasks as may be assigned or requested from time to time by the Board.


AMENDMENTS

The Committee, with the assistance of the CAO and University legal counsel, should periodically review and assess the adequacy of this Charter, and propose any suggested revisions or additions to the Board for its consideration. Revisions or additions to this Charter shall be made and effective as approved by the Board.

Updated and approved this 25th day of March, 2016.




 Chief Audit Officer



 Chancellor



 Chair of the Audit Committee



 Chair of the Board of Trustees

**Resumes of Faculty Recommended for Promotion
Board of Trustees Meeting – March 24, 2016**

Hayes School of Music:

Cheeseman, Andrea	School of Music
Leist, Christine	School of Music
Leslie, Drew	School of Music
Snodgrass, Jennifer	School of Music

Walker College of Business:

Byerly, Robin	Department of Management
Dixon-Fowler, Heather	Department of Management
Hoffman, Mary Ann	Department of Accounting
Roy, Jayjit	Department of Economics
Stallworth, Harriet (Lynn)	Department of Accounting
Yan, Ji	Department of Economics

Reich College of Education:

Dean, Crystal	Department of Curriculum and Instruction
Frye, Elizabeth	Department of Reading Education and Special Education
Hoffman, Elin	Department of Reading Education and Special Education
Jordan, Nickolas	Department of Human Development and Psychological Counseling
Moeller, Robin	Department of Leadership and Educational Studies
Poling, Lisa	Department of Curriculum and Instruction
Redmond, Theresa	Department of Curriculum and Instruction
Van Loan, Christopher	Department of Reading Education and Special Education

Grube, Victoria	Department of Art
Holman, Lynette	Department of Communication
Maass, Kern	Department of Applied Design
Marty, Paulette	Department of Theatre and Dance
Monacell, Olga	Department of Communication
Ok-Youn, Yu	Department of Sustainable Technology and Built Environment
Oliver, Nancy	Department of Applied Design
Szeto, Kin-Yan	Department of Theatre and Dance
Taylor, Jerianne	Department of Sustainable Technology and Built Environment
Waldrop, Heather	Department of Art
Williams, Chip	Department of Art
Williams, Sue	Department of Theatre and Dance

College of Health Sciences:

Klein, Joseph	Department of Communication Sciences and Disorders
Phillips, Deborah	Department of Social Work
McGrady, Elizabeth	Department of Nutrition and Health Care Management

**Resumes of Faculty Recommended for Tenure
Board of Trustees Meeting – March 24, 2016**

Hayes School of Music:

Leist, Christine School of Music

Leslie, Drew School of Music

Walker College of Business:

Dixon-Fowler, Heather Department of Management

Roy, Jayjit Department of Economics

Yan, Ji Department of Economics

Reich College of Education:

Hoffman, Elin Department of Reading Education and Special Education

Jordan, Nickolas Department of Human Development and Psychological Counseling

Moeller, Robin Department of Leadership and Educational Studies

Poling, Lisa Department of Curriculum and Instruction

Redmond, Theresa Department of Curriculum and Instruction

Van Loan, Christopher Department of Reading Education and Special Education

Wilson, Rachel Department of Curriculum and Instruction

College of Arts and Sciences:

Cockerill, Kristen Department of Cultural, Gender and Global Studies

Conrad, Brad Department of Physics and Astronomy

Fisher, Andres Department of Languages, Literatures and Cultures

Geib, Jennifer Department of Biology

Jameson, John Department of Psychology

Ledford, Katherine	Center for Appalachian Studies
Smith, Andrew	Department of Psychology
Souza, Benjamin	Department of Languages, Literatures and Cultures
Van de Gevel, Saskia	Department of Geography and Planning
Xie, Wie (Wendy)	Department of Languages, Literatures and Cultures

College of Fine and Applied Arts:

Fanatico, Anne	Department of Sustainable Development
Holman, Lynette	Department of Communication
Monacell, Olga	Department of Communication
Ok-Youn, Yu	Department of Sustainable Technology and Built Environment
Oliver, Nancy	Department of Applied Design
Williams, Chip	Department of Art

College of Health Sciences:

Klein, Joseph	Department of Communication Sciences and Disorders
Phillips, Deborah	Department of Social Work
McGrady, Elizabeth	Department of Nutrition and Health Care Management

APPENDIX A

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

Thursday, March 24, 2016
Room 415 - Rough Ridge
Plemmons Student Union

CALL TO ORDER: The Academic Affairs Committee of the Board of Trustees of Appalachian State University met at the call of the Chair on Thursday, March 24, 2016, at 2:00 p.m. in the Rough Ridge Room of the Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Mr. John M. Blackburn, Chair, presided and called the meeting to order.

MEMBERS PRESENT:

John M. Blackburn
Susan M. Branch
Carson D. Rich

MEMBERS ABSENT:

M. Lee Barnes, Jr.
Carole P. Wilson

CONSTITUENCY REPRESENTATIVES
PRESENT (ex-officio):

Stephanie L. Billings, President, Alumni
Council
Paul H. Gates, Chair, Faculty Senate

OTHERS PRESENT:

Lee Ball
Dayton Cole
Susan Davies
Sue Edwards
Hank Foreman
Darrell Kruger
Heather Langdon
Mike Mayfield
Lori Townsend

Conflict of Interest Notice: Chair Blackburn read the following:

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

Financial Aid and Student Debt

Appalachian State University's Office of Financial Aid previously reported to the Division of Student Development up until 2015 when they transitioned to Academic Affairs. Dr. Susan Davies, Associate Vice Chancellor of Enrollment Management, and Ms. Lori Townsend, Interim Director of the Office of Student Financial Aid, presented data related to the undergraduate student population at Appalachian. A comparison over the last five years demonstrates an increase in the number of students applying for financial aid and an increased reliance on student loans to meet the cost of education. Last year 70% of enrolled students applied for aid with an average need of \$14,141 annually. Sstate need-based aid has decreased by 26% over the past five years. As compared with other system institutions, Appalachian graduates are, on average, borrowing less and repaying their educational loans at a higher rate.

Sustainability Update

Dr. Lee Ball, Director of the Office of Sustainability, gave an update on recent University sustainability initiatives and accomplishments. With one of the highest sustainability rankings in the country and the recipient of a recent climate leadership award, sustainability at Appalachian State is very strong. The Sustainability Council, made up of 13 subcommittees, continues to create a wide variety of opportunities related to research, outreach, education, and academic integration. This fall, the Office of Sustainability completed a sustainability literacy survey of first-year students. Results from this survey indicate that 55% of incoming students reported that sustainability influenced their decision to attend Appalachian State University.

Open Session Adjourned

A motion was made by Carson Rich and seconded by Susan Branch that the Committee adjourn the open session and convene in closed session to prevent the disclosure of privileged information [N.C.G.S § 143-318.11(a)(1)], and to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee [N.C.G.S § 143-318.11(a)(6)]. The motion was approved unanimously.

Open Session Reconvened

Chair Blackburn reconvened in open session.

There being no further business, a motion was made by Carson Rich and seconded by Susan Branch to adjourn at 2:52 p.m. The motion was approved unanimously.

Respectfully submitted,

David H. Cook
Recording Secretary

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

Thursday, March 24, 2016
Room 417 - Beacon Heights
Plemmons Student Union

CALL TO ORDER: The Business Affairs Committee of the Board of Trustees of Appalachian State University met at the call of the Chairperson and the Chancellor on Thursday, March 24, 2016, at 2:00 p.m. in the Beacon Heights Room of the Plemmons Student Union on the campus of Appalachian State University, Boone, North Carolina. Mr. Donald C. Beaver presided.

MEMBERS PRESENT:

Mr. Donald C. Beaver
Mr. George M. Baldwin
Mr. James M. Barnes
Mr. Robert C. Hatley
Mr. Charles V. Murray
Mr. D. Kenan Smith

CONSTITUENCY REPRESENTATIVES
PRESENT:

Ms. Amy Sanders, Chair,
Staff Senate

OTHERS PRESENT:

Mr. Bradley T. Adcock
Mr. Mark Bachmeier
Dr. Timothy Burwell
Mr. Jeff Cloninger
Mr. Matthew Dockham
Mr. Gunther Doerr
Dr. Randal Edwards
Dr. Sheri Everts
Ms. Denise Foutz
Mr. David Jamison
Mr. Greg Lovins
Mr. Mike O'Connor
Mrs. Susan Pettyjohn
Ms. Diane Pitts
Ms. Amy Roberts
Dr. Alice G. Roess
Mr. Ken Smith
Ms. Yifan Zhou

MEDIA PRESENT:

Ms. Anna Oakes, *Watauga Democrat*

Conflict Of Interest Notice:

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

Bond Refunding Update:

For informational purposes, Mr. Greg Lovins, Vice Chancellor for Business Affairs, gave a bond refunding update. At the December 2015 meeting, the Board authorized the Chancellor and Vice Chancellor for Business Affairs to proceed with a transaction to refund University bonds. On February 2, 2016, the Series 2016 A&B Refunding Revenue Bonds were priced with the following results: the principal amount totaled \$31,665,000; the purpose of the bond issue was to take advantage of the current low interest environment to refinance bonds that were issued by the University in 2006 and 2008; those bonds financed construction of the Roess Dining Hall, Student Recreation Center and renovations of Hoey and Doughton Residence Halls along with refunding Steam Plant Bonds. By refinancing the 2006 and 2008 bonds, the University will save \$4,791,209 in interest costs. During the bond issuance process, Moody's Investors Service affirmed its "Aa3" credit rating of the University's debt with a stable outlook.

Capital Projects Approval Process:

Mr. Lovins gave a presentation on the capital projects approval process for the University. He stated there are three types of projects:

- Appropriated which include the Beaver College of Health Sciences Building and College of Education Building;
- Repair and Renovations (state-funded buildings only) consisting of roof replacements, sidewalks, handrails, roads, conversion of classrooms, etc.; and
- Non-Appropriated (Self-Liquidating) for Athletics, Student Development, Auxiliaries, Steam Systems, etc.

The source of funding for capital projects include Appropriated, Non-Appropriated and Carry-Forward Funds. The project authority approval thresholds are: less than \$300,000 campuses may approve; equal to or greater than \$300,000 Board of Governors approval is required; Appropriated - greater than \$2.5 million, submit a six-year capital project list to the Board of Governors and the Board of Governors then submit a consolidated UNC System Capital Request to the Legislature; Non-Appropriated - typically greater than \$2.5 million; if issuance of debt or operating support, a six-year capital project list is submitted to the Board of Governors for approval and then to the General Assembly; Cash projects, if no debt or operating support required, submitted to President and Board of Governors for approval; Carry-Forward: if project is less than \$300,000 the Chancellor approves, if project is equal to or greater than \$300,000 the System President, Board of Governors and Office of State Budget and Management must approve. Mr. Lovins stated that approval for capital projects was delegated by the Board of Trustees to the Chancellor approximately 20 years ago.

There being no further business, the meeting adjourned at 2:55 p.m.

Respectfully submitted,

Diane Pitts

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

Thursday, March 24, 2016
Room 417 - Beacon Heights
Plemmons Student Union

CALL TO ORDER: The Student Development Committee of the Board of Trustees of Appalachian State University met at the call of Ms. Susan Branch, Acting Chair, and the Chancellor on Thursday, March 24, 2016, at 1:00 p.m. in the Beacon Heights Room of Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Ms. Branch presided and called the meeting to order.

MEMBERS PRESENT:

John M. Blackburn
Susan M. Branch
Carson D. Rich
D. Kenan Smith

CONSTITUENCY REPRESENTATIVE

PRESENT (*ex-officio*):

Amy A. Sanders, Chair
Staff Senate
Paul H. Gates, Chair
Faculty Senate

OTHERS PRESENT:

Ben T. Asma
Mary E. Banks
J. J. Brown
Mark D. Bachmeier
Joe R. Carter
Jeff D. Cathey
Elisabeth Cavallaro
Dayton T. Cole
Shanoya M. Conner
Matthew T. Dockham
Allison S. Dodson
Sheri N. Everts
Hank T. Foreman
Judy M. Haas
K. Abby Hamrick
James M. Hanson
Ellen P. Hartman

Elizabeth M. Hughes
Janna W. Lyons
Molly A. Kadyk-Bruch
Susan D. McCracken
Anna Oakes
Renee L. Porter
Traci D. Royster
Karla P. Rusch
T. Saray Smalls
Cindy A. Wallace
Leroy Wright

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

Ms. Branch welcomed everyone. She introduced Mr. Leroy Wright, Associate Vice Chancellor for Student Development, and welcomed him to his first Board of Trustees meeting. Mr. Wright succeeded Dino DiBernardi after his retirement at the end of January 2016.

Ms. Branch introduced Dr. Alex Howard, Director of Wellness and Prevention Services. She stated that the Committee has discussed the importance of addressing the health, safety and wellness concerns of our campus community over the past several years. Student Development's goal to move towards a proactive, public health model of addressing student wellness concerns by centralizing wellness and prevention activities drove the creation of the Department of Wellness and Prevention Services. Ms. Branch indicated that the Student Development Committee endorsed this plan and also approved an increase to the Health Services student fee to make it a reality. The Department of Wellness and Prevention Services was formally established in the summer of 2015.

Dr. Howard shared the purpose, vision, goals, and current and future activities of this newly-formed department. Public health has evolved to a holistic approach of wellness/well-being. Dr. Howard presented information about the obstacles to academic performance that college students experience. Wellness and Prevention Services completed a campus wellness assessment during the 2015 fall semester. Dr. Howard stated the assessment revealed a discrepancy between the information students are receiving versus the information students desire. Assessments provide data that allow the department to more attentively address the real and perceived needs of students. Frequent collection of health behaviors data is required to be able to meet the changing needs of our students. Dr. Howard presented additional results from the assessment. The department's vision is: "To create an environment in which all students of the Appalachian community can thrive and achieve optimal well-being." Dr. Howard stated that Wellness and Prevention Services has three priorities for its first year: 1) marketing and branding of the department, 2) building on- and off-campus partnerships, and 3) assessment via data collection, integration, and analysis.

Ms. Branch thanked Dr. Howard for his presentation.

A motion was made, seconded and approved for the Committee to convene in closed session to prevent the disclosure of an honorary award or scholarship.

The Committee reconvened in open session. There being no further business, a motion was made, seconded and approved to adjourn. The meeting was adjourned at 2:01 p.m.

Respectfully submitted,

Molly Kadyk-Bruch
Recording Secretary

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

Thursday, March 24, 2016
5:00-6:00 p.m.
Room 413 - Linn Cove Room
Plemmons Student Union

CALL TO ORDER: The Audit Committee of the Board of Trustees of Appalachian State University met at the call of the Chair and the Chancellor on Thursday, March 24, 2016, at 5:00 p.m. in the Linn Cove Room of the Plemmons Student Union on the campus of Appalachian State University in Boone, North Carolina. Mr. Charles V. Murray, Chair, presided and called the meeting to order.

MEMBERS PRESENT:

James M. Barnes
Stephanie L. Billings
Charles V. Murray
Robert C. Hatley

MEMBER ABSENT:

John M. Blackburn

OTHERS PRESENT:

Mark Bachmeier
Cathy J. Bates
Dayton T. Cole
Eloise H. Covalt
Matthew T. Dockham
Randy K. Edwards
Denise N. Foutz
David T. Jamison
Kathy B. Roark
Alice G. Roess
Jim T. Webb

CONFLICT OF INTEREST NOTICE: Chair Murray read the following:

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

Summary of 2015-16 Audit Plan – Recent Internal Audits and Reviews

Ms. Eloise Covalt, Chief Audit Officer, updated the Committee members on the status of the 2015-16 Audit Plan. She stated that the 2016-17 Audit Plan will be presented for approval at the June, 2016 meeting of the Audit Committee.

Ms. Covalt discussed the following internal audits for this quarter:

- NCAA – Paid Attendance Ticket Audit: no reportable findings;
- International Student Travel Funds for Short-Term Faculty-Led Programs – recommendations were made to follow Appalachian policy regarding the administration of travel advances. Management has put several processes in place to strengthen controls;
- Food Services – no reportable findings;
- Disaster Recovery Plans – Internal Audits staff completed their role in inventorying the plans for various divisions across campus. It was noted that the Athletics plan is in progress;
- Follow-up Reviews – reviews were completed to determine that management had implemented recommendations from two previous audits. All recommendations were found to have been implemented;
- Campus-wide Reviews – quarterly reviews were conducted in the areas of travel disbursements, fixed assets, Foundation expenditures, and fund reconciliations. Also, monthly reviews were regarding the removal of network access for terminated employees were conducted. Recommendations were made regarding fixed asset documentation and identifying the location of two fixed assets. No other significant findings to report; and
- External Auditors Report – the 2015 Independent Accountants’ Report on Applying Agreed Upon Procedures was completed by Combs, Tenant, and Carpenter, CPA. No exceptions were noted as a result of these agreed-upon procedures.

Review and Approval of Updated Audit Activity Charter

Upon motion duly made and seconded, the Audit Activity Charter was approved as presented.

Review and Approval of Updated Audit Committee Charter

Upon motion duly made and seconded, the Audit Committee Charter was approved as presented.

2014-15 Management Flexibility Report

Chair Murray recognized Mr. Mark Bachmeier, Director of Human Resources, for this item. Mr. Bachmeier stated this is an annual report required by the UNC Policy 600.3.4, “Granting of Management Flexibility to Appoint and Fix Compensation.” He reported compliance with the conditions of our management flexibility and no related audit findings.

Information Technology Update

Mr. Jim Webb, Chief Information Security officer, presented an overview of Appalachian's information technology risk assessment methodology and current model for addressing information technology risks.

ADJOURNMENT: There being no further business, the meeting of the Audit Committee adjourned at 5:50 p.m.

CHARLES V. MURRAY, Chair

By:

Kathy B. Roark
Assistant Secretary, Board of Trustees

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

Thursday, March 24, 2016
3:00-4:00 p.m.
Room 415 - Rough Ridge
Plemmons Student Union

CALL TO ORDER: The Athletics Committee of the Board of Trustees of Appalachian State University met at the call of the Chairperson and the Chancellor on Thursday, March 24, 2016, at 3:00 p.m. in the Rough Ridge Room of the Plemmons Student Union on the campus of Appalachian State University, Boone, North Carolina. Mr. James M. Barnes presided and called the meeting to order.

MEMBERS PRESENT:

George M. Baldwin
James M. Barnes
Donald C. Beaver
Susan M. Branch
Robert C. Hatley

OTHERS PRESENT:

Bradley T. Adcock
Dayton T. Cole
Denzel J. Dejournette
Randy K. Edwards
Sheri N. Everts
Denise N. Foutz
Douglas P. Gillin
David T. Jamison
Anna Oakes
Susan H. Pettyjohn
Jonathan B. Reeder
Carson D. Rich
Alice G. Roess
Kelsey M. Sharkey
D. Kenan Smith
Tristin M. Van Ord

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

COMMENTS FROM STUDENT-ATHLETES: Wrestling student-athlete, Mr. Denzel Dejournette, and Women's Track & Field student-athlete, Ms. Tristin Van Ord, provided information regarding their experiences as student-athletes at Appalachian State University. The student-athletes both discussed their most recent championship seasons, and how their experiences as student-athletes at Appalachian State University have been transformational. Both student-athletes also fielded questions from the Committee. The student-athletes were subsequently excused from the meeting.

PRESENTATION FROM DIRECTOR OF ATHLETICS: Mr. Doug Gillin, Director of Athletics, provided the committee with a presentation focusing on the following objectives: Intercollegiate athletics is vital and contributing to the University; Supports the educational mission of the university; Is guided by a clear and compelling mission; Fully-embraces comprehensive excellence; Supports Chancellor's leadership and control; and Utilizes a straightforward Operations Plan with 12 priorities. Mr. Gillin also presented a comprehensive review of his first 12-months as our Director of Athletics. Athletics finances, academic performance, athletic performance, and partnership with University leadership and the University community were discussed.

Mr. Gillin also discussed a formalized reporting and planning system that is currently being installed in Athletics:

- Executive Operations Report: Produced monthly by the Director of Athletics, provided to the Chancellor, outlining significant Athletics activity within the University community, and within each department unit;
- Operations Plan: Defining operational priorities through 2017, setting clear operational goals; and
- Sport Reports: Produced monthly by Sport Administrators, provided to the Director of Athletics, allowing for data-driven and data-assisted decision making.

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

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

4. consider the qualifications, competence, performance, or condition of appointment of a public officer or employee or prospective public officer or employee [N.C.G.S § 143-318.11(a)(6)].

The motion was approved unanimously. General Counsel was asked to remain for closed session as well as Mr. Doug Gillin, Director of Athletics, and Mr. Jonathan B. Reeder, Recording Secretary. All others were excused.

OPEN SESSION RECONVENED: Chair James M. Barnes reconvened the Committee in open session.

ADJOURNMENT: There being no further business, the meeting of the Athletics Committee adjourned at 4:00 p.m.

Respectfully submitted,

Jonathan B. Reeder
Recording Secretary

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

Thursday, March 24, 2016
Room 417 – Beacon Heights
Plemmons Student Union

CALL TO ORDER: The Board of Trustees of the Endowment Fund met at the call of the Chair and the Chancellor on Thursday, March 24, 2016, at 4:00 p.m. in the Beacon Heights Room of the Plemmons Student Union on the campus of Appalachian State University, Boone, North Carolina. Mr. Bradley T. Adcock presided and called the meeting to order.

MEMBERS PRESENT:

Mr. Bradley T. Adcock
Mr. Donald C. Beaver
Dr. Randal K. Edwards
Dr. Sheri N. Everts
Mr. Robert C. Hatley
Mr. Gregory M. Lovins
Dr. Alice G. Roess
Mr. D. Kenan Smith

OTHERS PRESENT:

Dr. Timothy Burwell
Mr. Jeff Cloninger
Mr. Dayton Cole
Dr. Don Cox
Mr. Matthew Dockham
Mrs. Denise Foutz
Mr. David Jamison
Mr. Mike O'Connor
Mrs. Susan Pettyjohn
Ms. Diane Pitts
Mrs. Amy Roberts
Mr. Ken Smith

Approval To Purchase Human Resources Building:

Mr. Greg Lovins, Vice Chancellor for Business Affairs, explained that, in December 2011, the Chair of the Board of Trustees of the Endowment Fund and Chancellor executed a lease with an option to purchase a property located at 330 University Hall Drive. The Office of Human Resources has occupied this space since 2013. Under the terms of the lease, the Board of Trustees of the Endowment Fund could exercise the option to purchase the property on or before April 30, 2016 for the difference between \$950,000 and the sum of all rental payments, upfits costs, and \$25,000 earnest money. The additional funds needed to purchase the property will be \$470,000 plus closing costs. Following discussion, the motion was made and seconded that the

Board of Trustees of the Endowment Fund authorize the Chancellor or her delegate to exercise the option to purchase the property. The motion carried.

Real Estate Briefing:

Mike O'Connor gave a report on all real estate holdings of the University and the related entities, including Appalachian State University Foundation, Inc., Appalachian Real Estate Holdings, Inc. and Appalachian Student Housing Corporation. Mr. O'Connor stated that, in addition to the main campus, the University owns 50 properties and leases several more for a total of over 1,780 acres.

Endowment Investment Report:

Dr. Don Cox reported that, as of December 31, 2015, the total investment with UNC Management Company, Inc. is \$28,373,000. The portfolio holdings are \$21,851,000 - Endowed Professorships, \$4,606,000 - New River Light and Power Company and \$1,916,000 - University Bookstore.

Adjournment:

There being no further business, the meeting adjourned at 4:25 p.m.

Respectfully submitted,

Diane Pitts
Recording Secretary

EMPLOYMENT AGREEMENT FOR VOLLEYBALL HEAD COACH

This Employment Agreement (the "Agreement") is made this 1st day of June, 2016 by and between Appalachian State University ("Appalachian") and Matthew Ginipro ("Coach"). In consideration of the mutual covenants, promises and conditions in this Agreement, Appalachian and Coach agree as follows:

1.0 Employment:

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

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

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

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

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

2.0 Term:

2.1 The employment conferred herein is for a stated, definite term commencing on July 1, 2016 and terminating on December 31, 2018, subject to the EHRA Policies and the conditions stated herein.

3.0 Compensation:

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

1. Annual Salary from July 1, 2016 – December 31, 2017: Seventy Six Thousand Dollars (\$76,000.00);
2. Annual Salary from January 1, 2018 – December 31, 2018: Seventy Eight Thousand Two Hundred and Eighty Dollars (\$78,280.00).

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

3.3 While actively employed, Coach will be entitled to receive all employment-related benefits that are normally available to other EHRA non-faculty employees with like

appointments. Such benefits may include group family health insurance, group family life insurance, and a retirement program. Coach acknowledges that fringe benefits provided by Appalachian are subject to change from time to time by Appalachian, the University and/or the North Carolina General Assembly.

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

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

3.6 With respect to the operation of camps and/or clinics using Appalachian service marks, trademarks, and other indicia, or for any such operation on Appalachian's property, such activity will only be allowed with the prior written approval of the Director of Athletics, and will be conducted in accordance with all applicable Appalachian policies, including those requiring the payment of fees for use, if any, of Appalachian facilities, indicia or other property. To the extent any such camp or clinic is operated through Appalachian or is otherwise under the sponsorship of Appalachian, Coach's compensation therefrom will be subject to Appalachian's Supplemental Pay Policy. Coach acknowledges and agrees that Coach has reviewed and understands the Appalachian Supplemental Pay Policy. Further, Coach agrees that such policy applies to income earned through camps and/or clinics which are run through or sponsored by Appalachian. Appalachian expressly makes no guarantee of any compensation to Coach from such activities.

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

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

4.0 Coach's Duties and Responsibilities:

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

4.1.1 Direct, coach, manage and conduct the Sports Team in keeping with the educational purpose, traditions, integrity and ethics of Appalachian by fostering educational values and maintaining a program of integrity;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.0 Termination for Cause:

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

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

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

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

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

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

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

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

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

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

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

6.0 Termination Without Cause:

6.1 Appalachian may terminate this Agreement without cause at any time by giving written notice to Coach; provided, however, that Appalachian will provide Coach seventy-five percent (75%) of the sum of the compensation owed to Coach under Section 3.1 for the remainder of the term of this Agreement. Such amounts, if any, will be paid on a monthly basis, subject to customary and applicable deductions and withholdings, for each month remaining in the term of this Agreement, including any extension thereof (hereinafter "Remainder Term"). Coach may be entitled to certain benefits under the EHRA Policy. Appalachian will not be liable for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of Appalachian's termination of this Agreement without cause.

6.2 The compensation due the Coach under paragraph 6.1 will be reduced by the Coach's earned income from all other sources during the Remainder Term. The measure of income earned by the Coach during the Remainder Term will be determined by Appalachian from signed individual or joint income tax returns of the Coach covering any and all parts of the Remainder Term as submitted by the Coach to the United States Internal Revenue Service (IRS). The Coach hereby agrees to provide Appalachian certified copies of said tax returns at the same time they are filed with the IRS, authorizes Appalachian to obtain directly from the IRS certified copies of all such tax returns, and agrees to execute and cause execution of any documents necessary to effect such authorization upon request. Coach will refund immediately to Appalachian any payments in excess of the compensation remaining due under this paragraph after reductions have been calculated. Failure of Coach to perform any obligations set forth in this paragraph will relieve Appalachian of all further obligations under this Agreement. The obligations of the Coach to refund payments and provide tax returns to Appalachian will extend beyond the ending date of the term of this Agreement or any extension thereof.

7.0 Termination By Coach:

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

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

7.3 Coach acknowledges that Coach's acceptance of employment from any other person or entity without first obtaining the permission of the Director of Athletics constitutes a breach of this Agreement. In the event of such breach, Coach shall pay Appalachian liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of Coach's annual salary as set forth in 3.1 of this Agreement multiplied by the number of full and partial contract years remaining under the Agreement. Payment of the total amount of liquidated damages shall occur over the remaining term of the Agreement as follows: 1) on the effective date of breach by Coach, payment shall be made of amounts due with respect to the remainder of that contract year; and 2) payments due hereunder with respect to each subsequent contract year shall be made on or before the last day of such subsequent contract year, until all amounts due under this section have been paid in full.

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

7.4 Appalachian agrees not to unreasonably withhold permission for Coach to discuss another position.

8.0 Termination for Death or Disability of Coach:

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

8.1.1 If this Agreement is terminated pursuant to this section because of death, Coach's salary and all other benefits shall terminate as of the calendar month in which death occurs, except that Coach's personal

representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by Appalachian and due to Coach as an EHRA non-faculty employee. Coach's personal representative or designated beneficiary shall be paid all earned but unpaid compensation pursuant to the terms of this Agreement.

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

9.0 Restrictions On Other Employment:

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

10.0 Relationship Between the Parties:

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

11.0 Ownership of Information:

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

such materials at any time during, or at or after the termination, of Coach's employment, Coach shall immediately deliver all such information to Appalachian.

12.0 Taxes:

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

13.0 Public Record:

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

14.0 Governing Law:

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

15.0 Severability:

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

16.0 Board of Trustees' Approval:

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

17.0 Compensation Conditional:

17.1 Since support for this position is funded in whole or in part from sources other than continuing State budget funds, the continuation of your employment in this position is contingent upon the continued availability of funds from such other sources to support this position. The source of funding for this position is Athletics Department

receipts. The effect of this contingency may apply without the additional notice of intent not to renew otherwise required by Sections III.B and III.C of *The UNC Policy Manual*, Policy 300.2.1; provided, you shall be informed at the earliest practicable date of the occurrence of such a funding contingency.

18.0 Non-assignment:

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

19.0 Notices:

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

If to Appalachian:

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

If to Coach:

Matthew Ginipro
Head Coach Volleyball
Appalachian State University
Athletics Center
Boone, NC 28608
Facsimile: 828-262-2556

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

20.0 Entire Agreement:

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

21. Offer Conditional

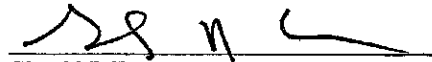
21.1 This offer is conditional upon acceptance and will be held open until 5:00 p.m. Eastern Standard Time on April 11, 2016. Please indicate your acceptance by signing and dating the enclosed copy in the space indicated and returning it to the Director

of Athletics at or before that time. Your failure to do so will be deemed to constitute a rejection of an initial offer of employment or resignation from employment, as the case may be.

Sincerely,




Douglas P. Gillin
Director of Athletics



Sheri N. Everts
Chancellor

AGREED AND ACCEPTED:



Signature

MAT GIMPP

Print Name

4/4/16

Date

APPROVED by the Board of Trustees of Appalachian State University at its meeting on
March 25, 2016.



Bradley T. Adcock, Chair
Board of Trustees of Appalachian State University

April 8, 2016

Date



Addendum for Head Coach Volleyball

Matthew Ginipro

Incentive Compensation

1. Academic Performance of Volleyball Team

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

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

2. Competitive Team Success

2.1 In years in which Appalachian's Volleyball team wins outright or shares the regular season Conference championship, Coach will receive additional compensation from Appalachian in the amount of Two Thousand Five Hundred Dollars (\$2,500).

2.2 In years in which Appalachian's Volleyball team wins the Conference tournament championship, Coach will receive additional compensation from Appalachian in the amount of Five Thousand Dollars (\$5,000); and for each NCAA tournament game win, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

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

3. Compensation Subject to Withholding

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

4. Time of Payment

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

EMPLOYMENT AGREEMENT FOR WOMEN'S SOFTBALL HEAD COACH

This Employment Agreement (the "Agreement") is made this 1st day of July, 2016 by and between Appalachian State University ("Appalachian") and Janice M. Savage ("Coach"). In consideration of the mutual covenants, promises and conditions in this Agreement, Appalachian and Coach agree as follows:

1.0 Employment:

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

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

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

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

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

2.0 Term:

2.1 The employment conferred herein is for a stated, definite term commencing on July 1, 2016 and terminating on June 30, 2017, subject to the EHRA Policies and the conditions stated herein.

3.0 Compensation:

3.1 The total annual salary for the work performed in this position during the stated term is Sixty-Five Thousand Dollars (\$66,300.00), payable in approximately equal monthly installments (\$5,525.00), less customary and applicable deductions and withholdings.

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

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

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

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

3.6 With respect to the operation of camps and/or clinics using Appalachian service marks, trademarks, and other indicia, or for any such operation on Appalachian's property, such activity will only be allowed with the prior written approval of the Director of Athletics, and will be conducted in accordance with all applicable Appalachian policies, including those requiring the payment of fees for use, if any, of Appalachian facilities, indicia or other property. To the extent any such camp or clinic is operated through Appalachian or is otherwise under the sponsorship of Appalachian, Coach's compensation therefrom will be subject to Appalachian's Supplemental Pay Policy. Coach acknowledges and agrees that Coach has reviewed and understands the Appalachian Supplemental Pay Policy. Further, Coach agrees that such policy applies to income earned through camps and/or clinics which are run through or sponsored by Appalachian. Appalachian expressly makes no guarantee of any compensation to Coach from such activities.

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

3.8 In addition to the monthly salary, dependent upon and subject to the availability of funds of the Athletics Department, Coach will receive a car allowance in the

amount of Three Hundred Fifty Dollars (\$350) per month less customary withholdings and deductions for vehicle expenses incurred in the performance of his/her employment responsibilities. Should the Director of Athletics, or his designee, determine in his/her sole discretion, that the stipend shall no longer be provided to Coach, Coach will be informed as soon as practicable.

4.0 Coach's Duties and Responsibilities:

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

4.1.1 Direct, coach, manage and conduct the Sports Team in keeping with the educational purpose, traditions, integrity and ethics of Appalachian by fostering educational values and maintaining a program of integrity;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.0 Termination for Cause:

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

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

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

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

5.1.4 A major (Level I or Level II) violation by Coach, or knowing participation by Coach in a major violation, or similar violation by an assistant coach or staff member of which Coach had reason to know, or

should have known through the exercise of reasonable diligence, or which Coach condoned, of: (i) a NCAA rule, regulation or bylaw; (ii) a Conference regulation or bylaw; or (iii) any University/Appalachian policy, regulation, rule or procedure. For purposes of this subparagraph, whether or not a major violation has occurred shall be reasonably determined in the discretion of Appalachian after its review of the relevant facts and circumstances;

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

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

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

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

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

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

6.0 Termination Without Cause:

6.1 Appalachian may terminate this Agreement without cause at any time by giving written notice to Coach; provided, however, that Appalachian will provide Coach seventy-five percent (75%) of the sum of the compensation owed to Coach under Section

3.1 for the remainder of the term of this Agreement. Such amounts, if any, will be paid on a monthly basis, subject to customary and applicable deductions and withholdings, for each month remaining in the term of this Agreement, including any extension thereof (hereinafter "Remainder Term"). Coach may be entitled to certain benefits under the EHRA Policy. Appalachian will not be liable for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of Appalachian's termination of this Agreement without cause.

6.2 The compensation due the Coach under paragraph 6.1 will be reduced by the Coach's earned income from all other sources during the Remainder Term. The measure of income earned by the Coach during the Remainder Term will be determined by Appalachian from signed individual or joint income tax returns of the Coach covering any and all parts of the Remainder Term as submitted by the Coach to the United States Internal Revenue Service (IRS). The Coach hereby agrees to provide Appalachian certified copies of said tax returns at the same time they are filed with the IRS, authorizes Appalachian to obtain directly from the IRS certified copies of all such tax returns, and agrees to execute and cause execution of any documents necessary to effect such authorization upon request. Coach will refund immediately to Appalachian any payments in excess of the compensation remaining due under this paragraph after reductions have been calculated. Failure of Coach to perform any obligations set forth in this paragraph will relieve Appalachian of all further obligations under this Agreement. The obligations of the Coach to refund payments and provide tax returns to Appalachian will extend beyond the ending date of the term of this Agreement or any extension thereof.

7.0 Termination By Coach:

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

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

7.3 Coach acknowledges that Coach's acceptance of employment from any other person or entity without first obtaining the permission of the Director of Athletics constitutes a breach of this Agreement. In the event of such breach, Coach shall pay Appalachian liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of Coach's annual salary as set forth in 3.1 of this Agreement multiplied by the number of full and partial contract years remaining under the Agreement. Payment of the total amount of liquidated damages shall occur over the remaining term of the Agreement as follows: 1) on the effective date of breach by Coach, payment shall be made of amounts due with respect to the remainder of that contract year; and 2) payments due hereunder with respect to each subsequent contract year shall be made on or before the last day of such subsequent contract year, until all amounts due under this section have been paid in full.

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

7.4 Appalachian agrees not to unreasonably withhold permission for Coach to discuss another position.

8.0 Termination for Death or Disability of Coach:

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

8.1.1 If this Agreement is terminated pursuant to this section because of death, Coach's salary and all other benefits shall terminate as of the calendar month in which death occurs, except that Coach's personal

representative or other designated beneficiary shall be paid all such death benefits, if any, as may be contained in any benefit plan now in force or hereafter adopted by Appalachian and due to Coach as an EHRA non-faculty employee. Coach's personal representative or designated beneficiary shall be paid all earned but unpaid compensation pursuant to the terms of this Agreement.

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

9.0 Restrictions On Other Employment:

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

10.0 Relationship Between the Parties:

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

11.0 Ownership of Information:

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

such materials at any time during, or at or after the termination, of Coach's employment, Coach shall immediately deliver all such information to Appalachian.

12.0 Taxes:

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

13.0 Public Record:

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

14.0 Governing Law:

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

15.0 Severability:

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

16.0 Board of Trustees' Approval:

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

17.0 Compensation Conditional:

17.1 Since support for this position is funded in whole or in part from sources other than continuing State budget funds, the continuation of your employment in this position is contingent upon the continued availability of funds from such other sources to support this position. The source of funding for this position is Athletics Department

receipts. The effect of this contingency may apply without the additional notice of intent not to renew otherwise required by Sections III.B and III.C of *The UNC Policy Manual*, Policy 300.2.1; provided, you shall be informed at the earliest practicable date of the occurrence of such a funding contingency.

18.0 Non-assignment:

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

19.0 Notices:

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

If to Appalachian:

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

If to Coach:

Janice M. Savage
Head Coach Softball
Appalachian State University
Athletics Center
Boone, NC 28608
Facsimile: 828-262-2556

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

20.0 Entire Agreement:

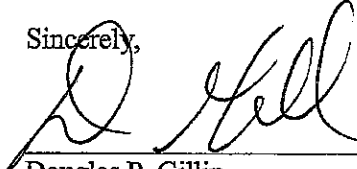
20.1 This Agreement constitutes the full and complete agreement of the parties. No prior or subsequent written or oral understandings or representations pertaining to the subject matter of this Agreement shall be binding upon the parties unless contained herein or set forth in the form of written amendments(s)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

21. Offer Conditional

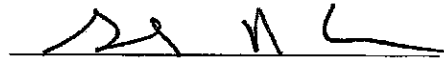
21.1 This offer is conditional upon acceptance and will be held open until 5:00 p.m. Eastern Standard Time on April 11, 2016. Please indicate your acceptance by

signing and dating the enclosed copy in the space indicated and returning it to the Director of Athletics at or before that time. Your failure to do so will be deemed to constitute a rejection of an initial offer of employment or resignation from employment, as the case may be.

Sincerely,

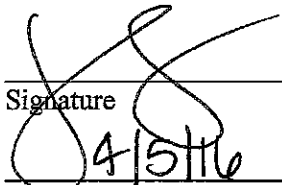


Douglas P. Gillin
Director of Athletics



Sheri N. Everts
Chancellor

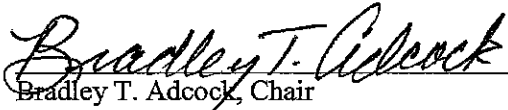
AGREED AND ACCEPTED:


Signature

4/5/16
Date

Janice Savage
Print Name

APPROVED by the Board of Trustees of Appalachian State University at its meeting on
March 25, 2016.


Bradley T. Adcock, Chair

Board of Trustees of Appalachian State University

April 8, 2016
Date



Addendum for Head Coach Softball

Janice M. Savage

Incentive Compensation

1. Academic Performance of Softball Team

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

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

2. Competitive Team Success

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

2.2 In years in which Appalachian's Softball team wins the Conference tournament championship, Coach will receive additional compensation from Appalachian in the amount of Two Thousand Five Hundred Dollars (\$2,500); and for each NCAA tournament game win, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

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

3. Compensation Subject to Withholding

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

4. Time of Payment

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

EMPLOYMENT AGREEMENT FOR WOMENS SOCCER HEAD COACH

This Employment Agreement (the "Agreement") is made this 1st day of June, 2016, by and between Appalachian State University ("Appalachian") and Sarah Strickland ("Coach"). In consideration of the mutual covenants, promises and conditions in this Agreement, Appalachian and Coach agree as follows:

1.0 Employment:

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

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

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

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

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

2.0 Term:

2.1 The employment conferred herein is for a stated, definite term commencing on June 1, 2016 and terminating on May 31, 2019 subject to the EHRA Policies and the conditions stated herein.

3.0 Compensation:

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

1. From June 1, 2016 – May 31, 2017: Sixty Nine Thousand Dollars (\$69,000.00);
2. From June 1, 2017 – May 31, 2018: Seventy One Thousand and Seventy Dollars (\$71,070.00);
3. From June 1, 2018 – May 31, 2019: Seventy Three Thousand Two Hundred and Two Dollars (\$73,202.00);

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

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

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

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

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

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

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

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

4.0 Coach's Duties and Responsibilities:

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

4.1.1 Direct, coach, manage and conduct the Sports Team in keeping with the educational purpose, traditions, integrity and ethics of Appalachian by fostering educational values and maintaining a program of integrity;

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

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

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

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

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

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

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

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

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

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

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

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

4.2 It is recognized by the parties that a student-athlete may be declared not eligible for competition for academic reasons, because Appalachian believes such student-athlete would not be an appropriate representative of Appalachian, as a disciplinary

sanction under Appalachian's student conduct code, or because Appalachian believes that such student-athlete is not eligible according to the rules for athletic competition specified by the Conference or the NCAA or for similar reasons. This decision may be made either by Coach, the Director of Athletics or the Chancellor.

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

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

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

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

5.0 Termination for Cause:

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

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

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

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

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

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

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

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

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

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

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

6.0 Termination Without Cause:

6.1 Appalachian may terminate this Agreement without cause at any time by giving written notice to Coach; provided, however, that Appalachian will provide Coach seventy-five percent (75%) of the sum of the compensation owed to Coach under Section 3.1 for the remainder of the term of this Agreement. Such amounts, if any, will be paid on a monthly basis, subject to customary and applicable deductions and withholdings, for each month remaining in the term of this Agreement, including any extension thereof (hereinafter "Remainder Term"). Coach may be entitled to certain benefits under the EHRA Policy. Appalachian will not be liable for any loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of Appalachian's termination of this Agreement without cause.

6.2 The compensation due the Coach under paragraph 6.1 will be reduced by the Coach's earned income from all other sources during the Remainder Term. The measure of income earned by the Coach during the Remainder Term will be determined by Appalachian from signed individual or joint income tax returns of the Coach covering any and all parts of the Remainder Term as submitted by the Coach to the United States Internal Revenue Service (IRS). The Coach hereby agrees to provide Appalachian certified copies of said tax returns at the same time they are filed with the IRS, authorizes Appalachian to obtain directly from the IRS certified copies of all such tax returns, and agrees to execute and cause execution of any documents necessary to effect such authorization upon request. Coach will refund immediately to Appalachian any payments in excess of the compensation remaining due under this paragraph after reductions have been calculated. Failure of Coach to perform any obligations set forth in this paragraph will relieve Appalachian of all further obligations under this Agreement. The obligations of the Coach to refund payments and provide tax returns to Appalachian will extend beyond the ending date of the term of this Agreement or any extension thereof.

7.0 Termination By Coach:

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

team participating in any professional league or conference in the United States or elsewhere, or in women's soccer broadcasting, requiring performance of duties prior to the expiration date of the term of the Agreement or any extension thereof.

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

7.3 Coach acknowledges that Coach's acceptance of employment from any other person or entity without first obtaining the permission of the Director of Athletics constitutes a breach of this Agreement. In the event of such breach, Coach shall pay Appalachian liquidated damages in lieu of any and all other legal remedies or equitable relief in the amount of Coach's annual salary as set forth in 3.1 of this Agreement multiplied by the number of full and partial contract years remaining under the Agreement. Payment of the total amount of liquidated damages shall occur over the remaining term of the Agreement as follows: 1) on the effective date of breach by Coach, payment shall be made of amounts due with respect to the remainder of that contract year; and 2) payments due hereunder with respect to each subsequent contract year shall be made on or before the last day of such subsequent contract year, until all amounts due under this section have been paid in full.

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

7.4 Appalachian agrees not to unreasonably withhold permission for Coach to discuss another position.

8.0 Termination for Death or Disability of Coach:

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

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

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

9.0 Restrictions On Other Employment:

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

10.0 Relationship Between the Parties:

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

11.0 Ownership of Information:

11.1 All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics or any other material or data 1) furnished to Coach by Appalachian; or 2) developed by Coach on behalf of Appalachian or at Appalachian's direction, or for Appalachian's use or otherwise

in connection with Coach's employment hereunder; are and shall remain the sole and confidential property of Appalachian. If Appalachian requests access to or the return of such materials at any time during, or at or after the termination, of Coach's employment, Coach shall immediately deliver all such information to Appalachian.

12.0 Taxes:

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

13.0 Public Record:

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

14.0 Governing Law:

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

15.0 Severability:

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

16.0 Board of Trustees' Approval:

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

17.0 Compensation Conditional:

17.1 Since support for this position is funded in whole or in part from sources other than continuing State budget funds, the continuation of your employment in this

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

18.0 Non-assignment:

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

19.0 Notices:

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

If to Appalachian:

If to Coach:

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

Sarah Strickland
Head Coach Women's Soccer
Appalachian State University
Athletics Center
Boone, NC 28608
Facsimile: 828-262-2556

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

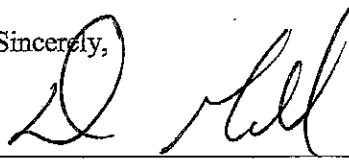
20.0 Entire Agreement:

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

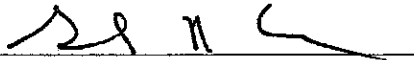
21. Offer Conditional

21.1 This offer is conditional upon acceptance and will be held open until 5:00 p.m. Eastern Standard Time on April 11, 2016. Please indicate your acceptance by signing and dating the enclosed copy in the space indicated and returning it to the Director of Athletics at or before that time. Your failure to do so will be deemed to constitute a rejection of an initial offer of employment or resignation from employment, as the case may be.

Sincerely,

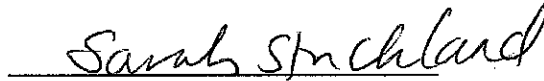


Douglas P. Gillin
Director of Athletics



Sheri N. Everts
Chancellor

AGREED AND ACCEPTED:


Signature
Print Name

3/31/14

Date

APPROVED by the Board of Trustees of Appalachian State University at its meeting on March 25, 2014.


Bradley T. Adcock, Chair

Board of Trustees of Appalachian State University

April 8, 2016

Date



Addendum for Head Coach Women's Soccer

Sarah Strickland

Incentive Compensation

1. Academic Performance of Women's Soccer Team

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

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

2. Competitive Team Success

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

2.2 In years in which Appalachian's women's soccer team wins the Conference tournament championship, Coach will receive additional compensation from Appalachian in the amount of Two Thousand Five Hundred Dollars (\$2,500); and for each NCAA tournament game win, Coach will receive additional compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500).

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

3. Compensation Subject to Withholding

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

4. Time of Payment

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

**AMENDMENT 1 TO EMPLOYMENT AGREEMENT FOR MEN'S BASKETBALL HEAD
COACH**

That certain employment agreement made by and between Appalachian State University and James Patrick Fox, the term of which began as of April 7, 2014, is hereby amended as follows:

1. Section 3.11 is added to read as follows:

3.11 Appalachian shall pay to Coach an automobile allowance of Three Hundred and Fifty Dollars (\$350.00) per month, less all customary and applicable deductions and withholdings, beginning _____ and continuing during the remainder of the Initial Term of employment.

2. All other terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment by the signatures set forth below.

Douglas P. Gillin, Director of Athletics

AGREED AND ACCEPTED:

Sheri N. Everts, Chancellor

James Patrick Fox

Date: _____

APPROVED by the Board of Trustees of Appalachian State University at its meeting on March 25, 2016.

Bradley T. Adcock, Chair

Date