

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE
UNIVERSITY OF LOUISVILLE

April 20, 2023

In Open Session

Members of the University of Louisville Board of Trustees met in the Jefferson Room, Grawemeyer Hall, Belknap Campus, on April 20, 2023, at 1:41 p.m., with members present and absent as follows:

Present: Ms. Mary Nixon, Chair
Mr. Jerry Abramson
Dr. Larry Benz
Mr. Dorian Brown
Dr. Raymond Burse
Mr. Al Cornish
Ms. Diane Medley
Dr. Eugene Mueller
Ms. Diane Porter
Mr. James Rogers
Mr. John Smith
Ms. Sherrill Zimmerman

Absent: Mr. Brian Lavin

From the
University: Dr. Kim Schatzel, President
Dr. Lori Gonzalez, Executive Vice President and University Provost
Dr. Gail DePuy, Senior Vice Provost
Ms. Angela Curry, General Counsel and Vice President for Legal Affairs
Dr. Toni Ganzel, Vice President for Academic Medical Affairs
Dr. Michael Mardis, Vice President for Student Affairs, Dean of Students
Mr. Lee Gill, Vice President for Institutional Equity
Ms. Julie Dials, Interim Vice President for University Advancement
Mr. Douglas Craddock, Vice President for Community Engagement
Mr. John Drees, Sr. Assoc. Vice President for Communications & Marketing
Ms. Shannon Rickett, Assoc. Vice President for Government Relations
Mr. Rick Graycarek, Vice President for Budget and Finance
Ms. Beverly Santamouris, Treasurer
Dr. Gerry Bradley, Dean of the School of Dentistry
Dr. Teresa Reed, Dean of the School of Music
Dr. Craig Blakely, Dean of the School of Public Health & Information Sciences
Mr. Will Metcalfe, Assoc. VP for Research Dev. & Strategic Partnerships
Mr. John Karman, Executive Director of Communications
Mr. Robert Goldstein, Vice Provost for Assessment & Univ. Decision Support
Mr. Jim Begany, Vice Provost for Strategic Enrollment Management

Dr. Ryan Quinn, Asst. Dean of Innovation & Strategy, College of Business
Ms. Sarah Lopez, Chief of Staff, Provost's Office
Dr. Thomas Hardy, Executive Director of University Housing
Mr. Chris Wooton, Director of Internal Communications
Ms. Diandre Glover Thomas, Director of Project & Communication, DEI
Ms. Susan Jenkins, Assistant to the Vice President for Community Engagement
Ms. Katie Hayden, SGA President-elect
Jared Cassity, Student
Mr. Jakob Giles, Student
Lt. Col. Jessica Murnock, Deputy Chief of Staff to the President
Mr. Jake Beamer, Dir. of Governance & Strategic Initiatives & Asst. Secretary

From the UofL

Foundation: Mr. Keith Sherman, Executive Director and COO

From UofL

Health: Mr. Tom Miller, CEO

I. Call to Order

Chair Nixon called the roll and having determined a quorum present, called the meeting to order at 1:41 p.m.

Conflict of Interest Affirmation

The Chair reminded all members of the board of their responsibility to avoid conflicts of interest and appearances of conflicts of interest. She stated each member has received the agenda and related information for this Board of Trustees' meeting.

Chair Nixon requested if any board member knows of any conflict of interest or appearance of conflict of interest with respect to any matter coming before the Board of Trustees at this meeting, to please identify the conflict or appearance of conflict at this time.

No conflicts were identified.

Public Comment

The Chair noted that the right of the public to attend a public meeting under the Open Meetings Act does not include the right to participate in the meeting or address members of the public agency. However, it has long been the practice of the Board of Trustees to grant requests for a brief statement to the board when appropriate.

Chair Nixon recognized Jared Cassity of the Young Democratic Socialists of America and granted them five minutes to address the board.

Cassity discussed with the board the desire to increase mental health and gender affirming care providers at campus health, to better fund the LGBT Center at UofL, and to improve

campus housing policies that they and their peers describe as discriminatory to LGBTQ+ students.

They noted that many gender-non-conforming students do not feel safe on campus and want university administration to stand up against transphobia.

Chair Nixon stated that the board of trustees is aware that recent developments around the country, in the Commonwealth, and even on UofL's campuses, have negatively impacted its LGBTQ+ students, particularly transgender students, and their many allies. It is no small issue and the board values care for others, diversity and inclusion, and respect for its Cardinals. The Chair expressed that trustees take very seriously any actions that are not aligned with those values.

Chair Nixon said that Jared's concerns have been heard and administration is taking action to address their issues on campus, which include:

- Engaging in considerable dialogue with affected students, student leadership, faculty and staff, and the community;
- Including a request in the upcoming budget for increased student support services, including for LGBTQ and other diverse groups;
- Providing key training in transgender issues for student leaders, Physical Plant employees, and officers in the UofL Police Department, with future training planned for additional members of the campus community; and
- Assessing and beginning to make changes to the housing procedures to ensure fairness to all students.

The chair reiterated the board's support for the LGBTQ+ students and the continued work for the benefit of all the Cardinal community. Ms. Nixon thanked Jared Cassidy for their willingness to speak to the board.

The board then continued with its proceedings.

Consent Agenda

Chair Nixon read the consent agenda as follows:

- **Approval of Minutes, 2-24-2023**
- **From the Academic & Student Affairs Committee, 3-16-2023**
 - **Center for Positive Leadership**
 - **Undergraduate Certificate in Sales**
- **From the Governance, Trusteeship, and Nominating Committee, 3-16-2023**
 - **Election of Secretary of the Board**
- **From the Executive & Compensation Committee, 3-16-2023**
 - **EVPFA Compensation Change**

Dr. Burse made a motion, which Mr. Cornish seconded, to approve the consent agenda as listed.

The motion passed.

School of Music Overview and Student Presentation

Out of respect for their time, Chair Nixon recognized Dean Reed and Mr. Giles for their presentations.

The dean, using the **attached** presentation, provided an historical overview of the School of Music and discussed with trustees various points of pride, select annual events, special programs, and outreach.

She then introduced Jakob Giles who shared his experience as a guitarist and graduate student in the School of Music. He then performed a piece of music from his thesis.

Upon his conclusion, Mr. Giles received a round of applause from trustees.

Chair Nixon thanked Dean Reed and Mr. Giles for their presentations.

II. Action Item: Financing of Network Infrastructure Replacement

The Chair reminded trustees that the recommendation to finance the upgrade and replacement of the university's network infrastructure was approved by the Finance Committee on March 16, but that 1) the title of the project was changed from "IT Replacement" to "Network Infrastructure Replacement" and 2) the first payment due date had been changed from March 30, 2023, to April 30, 2023.

Mr. Durbin fielded other questions from trustees.

Mr. Cornish made a motion, which Mr. Smith seconded, to approve the

President's recommendation that the Board of Trustees approve the borrowing of \$3.7 million to fund the upgrade and replacement of network infrastructure, with a revised term sheet, as attached

The motion passed.

III. Action Item: Chestnut Street Garage Maintenance

EVP Durbin explained that, following a routine inspection of the Chestnut Street Garage, a report highlighted deterioration of certain concrete slabs, beams, walls and columns as well as degradation of waterproofing membranes and sealants. In order to maintain functionality and extend the useful life of the garage, maintenance would need to be performed.

He then fielded questions from board members.

Mr. Rogers made a motion, which Ms. Zimmerman seconded, to approve the

President's recommendation that the Board of Trustees approve a preventative, routine, maintenance project on the Chestnut Street Garage at a cost of \$544,000, pursuant to the board's Financial Transactions Policy, Section II (b), regarding capital projects estimated at \$500,00 or more.

The motion passed.

IV. Action Item: Ekstrom Library Expansion

Mr. Durbin briefed the board on the recommendation to expand the Ekstrom Library to make the facility more accommodating to students, faculty, and staff. The proposed expansion will provide additional space for students to study and collaborate, office space, and increase the archive space to preserve the history of the university and Commonwealth of Kentucky. The expansion will also provide the opportunity to realign and repurpose spaces so the library meets the needs of the university community.

Following questions, Ms. Zimmerman made a motion, which Dr. Burse seconded, to approve the

President's recommendation that the Board of Trustees approve a capital project to expand the Ekstrom Library, pursuant to the board's Financial Transactions Policy, Section II(b), regarding capital projects estimated at \$500,000 or more.

The motion passed.

V. Action Item: Budget Increase for SOM Tower Renovation

Executive Vice President Durbin explained that the National Institutes of Health (NIH) awarded the university an \$8,000,000 grant in 2020 to renovate the School of Medicine Tower on the Health Sciences Center campus. Pending the board's approval, the ninth floor of the building will be renovated to become a vivarium, which will provide researchers a quality space to conduct research. Additionally, mechanical updates will be implemented on the eighth floor to support the equipment and air quality needed in the tower's vivarium.

Since 2020, however, Mr. Durbin noted that materials and labor costs have increased and the project requires an additional \$2,000,000 to complete the renovations. He then fielded questions from trustees.

Dr. Mueller made a motion, which Mr. Smith seconded, to approve the

President's recommendation that the Board of Trustees approve a \$2,000,000 increase in the budgeted cost to renovate the vivarium on the eighth and ninth floors in the School of Medicine Tower, pursuant to the board's Financial Transactions Policy, Section II(b), regarding capital projects estimated at \$500,000 or more.

Upon approval, a request will be sent to the State Capital Projects and Bond Oversight Committee (CPBOC) to authorize the increase for a total project budget of \$10,000,000.

The motion passed.

VI. Action Item: Endowment Match Professorships

Interim Vice President Dials briefed the board on the recommendation regarding two endowments for the Commonwealth's Endowment Match Program, both resulting in \$1,000,000 professorships for the benefit of the Brown Cancer Center.

Dr. Burse made a motion, which Mr. Abramson seconded, to approve the

President's recommendation that the Board of Trustees approve the use or establishment of:

- **The John Trent, PhD. Endowed Professorship in Bioinformatics; and**
- **The Donald Miller, PhD. Endowed Professorship in Cancer Computational Biology**

and further authorize the President or her designee to execute any documents required to complete the creation of these new endowed funds.

The motion passed.

VII. Action Item: Kentucky Kingdom Master Lease Agreement

Dr. Mardis presented a recommendation to approve a master lease agreement with Kentucky Kingdom to temporarily house its summer employees in Bettie Johnson Hall, noting the revenue generated for the benefit of the university. He then fielded questions from trustees.

Mr. Smith made a motion, which Mr. Brown seconded, to approve the

President's recommendation that the Board of Trustees approve a master lease agreement with Kentucky Kingdom Theme Park LLC, as attached, pursuant to the board's Financial Transactions Policy, Section II(d), regarding lease transactions in excess of \$250,000.

The motion passed.

VIII. Action Item: Ratification of the 2023 Trustees Award

Dr. Burse stated that this year's Trustees Award Winner is Dr. Nefertiti Burton. Dr. Burton is Chair of the Theatre Arts Department and Professor of Theatre in the College of Arts and Sciences. She is a dedicated and gracious teacher and artist, and a highly regarded scholar-practitioner in her field. Dr. Burton has been recognized with prestigious grants and awards for both herself and her students. She is a consummate teacher and committed builder of the African American Theatre Program, the first and only accredited graduate program of its kind in the nation.

Dr. Burton joined the university in 1999 as an assistant professor, and since then has been among the most passionate and committed of teachers – engaged in the classroom, the stage, the local community, and the national and international theatre scene, from New York, to Baltimore, to South Africa, Beijing, and more.

Professor Burton is also a dedicated interdisciplinarian, finding innovative ways to bring theatre into conversation with other disciplines and other kinds of expertise, for example, with the Anne Braden Institute for Social Justice Research. Dr. Burton became one of the institute’s most active faculty affiliates and supporters, regularly encouraging her students to apply for the social justice research awards offered annually, and often bringing students into the institute’s reading room to learn little-known aspects of their shared local history.

Further, Dr. Burton is an outstanding administrator and thoughtful leader, having served as the Associate Dean for International, Diversity, and Outreach Programs, and Chair of the Theatre Arts department not once, but twice. Whether it is mentorship, budget creativity, optimizing personnel talent, project coordination, or creative problem solving and conflict resolution, Dr. Burton is regarded by her peers as an outstanding leader in every respect, one who consistently keeps both students and learning experiences in her sights.

Dr. Burse made a motion, which Dr. Benz seconded, to approve the

Academic and Student Affairs Committee’s recommendation that the Board of Trustees approve Dr. Nefertiti Burton as the 2023 Trustees Award recipient.

The motion passed.

IX. Action Item: Approval of May Degree Candidates

Before making his motion, Mr. Brown introduced his successor, Katie Hayden, as incoming president of the Student Government Association. Ms. Hayden stated she is excited to join the Board of Trustees in July as the student constituency representative.

Mr. Brown then made a motion, which Dr. Mueller seconded, to approve the

President’s recommendation that the Board of Trustees approve the Candidates for Degrees and Certificates to be conferred by the University of Louisville at its May 2023 Commencement Ceremonies and that the Board authorize the Executive Vice President and University Provost to approve the awarding of degrees to others who have been certified by the unit faculties as having completed the appropriate courses of study, but missed the deadline for Board action.

The motion passed.

X. Report of the President

President Schatzel began her first report by announcing that she has appointed Gerry Bradley as Interim University Provost, effective July 1, 2023. He will succeed Provost Gonzalez who

is leaving UofL to become the president at Ohio University. Dr. Bradley has agreed to serve the interim appointment that will conclude no later than July 1, 2025, an extended term that will do much to ensure the stability in the university's senior leadership team and allow President Schatzel the opportunity, as a new president, to learn more about the needs of the university community with regard to this most important role. Dr. Margaret Hill will again serve as Interim Dean at the School of Dentistry.

The president then shared the following university highlights:

- The University of Louisville College of Education and Human Development received an \$80,000 grant to boost reading skills in young children. The grant from the Kentucky Council on Post-Secondary Education will allow CEHD professors to provide professional development to 30 Kentucky educators as part of the Kentucky Department of Education's Read to Achieve program. This grant support teachers in implementing evidence-based instructional strategies that address the diverse needs of primary students struggling with low reading levels.
- Noted civil rights attorney Benjamin Crump delivered the 2nd annual Breonna Taylor Lecture on Structural Inequality on April 6. At the event, the Darryl T. Owens Community Service Award was presented to Louisville attorney – and triple UofL alumna – Lonita Baker. Two Brandeis School of Law students also were named Breonna Taylor Legacy Fellows and will spend their summer working in areas of social justice – Jasmyne Jones and Maggie Fagala.
- For the 13th consecutive year, the University of Louisville has earned Tree Campus Higher Education recognition by the Arbor Day Foundation for its commitment to effective urban forest management. The Tree Campus Higher Education program honors colleges and universities for effective campus forest management and engaging staff and students in conservation goals. UofL achieved the distinction by meeting Tree Campus Higher Education's five standards, including maintaining a tree advisory committee, a campus tree-care plan, dedicated annual expenditures for its campus tree program, an Arbor Day observance, and student service-learning project.
- Supported by the University of Louisville, the Humana Foundation and the Health Equity Innovation Hub, the Air Justice website, debuted March 28. The website is aimed at improving environmental health equity in Louisville. More than 50 UofL students have worked on the project since 2021 with a coalition that includes professors, community leaders and activists. The team conducted nearly 2,000 surveys around the Rubbertown area and also held workshops with residents to determine residents' informational needs. The Air Justice website decodes the science and health effects of air pollution, uncovers the history of environmental injustice in West Louisville, amplifies residents' stories related to air pollution, and directs residents to resources for reporting odors and pushing for increased air quality regulation.
- April 3, 2023, was the university's quasiquibicentennial, celebrating 225 years as the higher education leader in Kentucky's largest metropolitan area. As one of the first

city-owned, public universities in the nation, UofL's dynamic connection with Louisville has flourished over the past two and a quarter centuries. UofL is redefining what success means for thousands of students and creating impacts that make a difference through research and innovation.

President Schatzel then introduced her colleagues who provided additional updates.

UofL Foundation

Mr. Sherman stated that the UofL Foundation and UofL Real Estate Foundation held budget workshops, of which nearly all trustees attended. He noted that the endowment pool is worth \$817 million, an increase of 4.5%, and is predicted to increase an additional 1.5% despite market volatility.

He shared that the foundation is beginning the planning and design of the future research park behind the Speed School of Engineering, and that a potential tenant has tentatively agreed to construct the first building of the campus.

The president thanked Mr. Sherman for his update, noting that an additional update will be provided to the trustees at their June 22, 2023, meetings.

UofL Health

Mr. Miller updated the board on the status of the UofL Health enterprise using the **attached** presentation. Highlights included an operations update, the company's strategic focus, Kentucky Medicaid directed payment metrics, and goals for fiscal year 2023.

He then fielded question from trustees.

Diversity

Vice President Gill provided an update on diversity, equity, and inclusion using the **attached** presentation. He focused on his unit's restructure and the innovative measures implemented since he began his tenure as the chief diversity officer; the creation of the Inclusion and Equity Council composed of both university and community representatives; the Explore Pathways and Cardinals Rising pipeline programs involving Jefferson County Public School students; Juneteenth activities; and DEI training for the president's senior leadership team and the Council of Academic Officers.

He fielded questions from board members.

Community Engagement

Using the **attached** presentation, Vice President Craddock discussed with trustees the university's community engagement activities and UofL's Carnegie classification as a community engaged institution.

Dr. Craddock specifically highlighted the Louisville Green Heart project, the Student Philanthropy program, Cards Come Together, the UofL Community Engagement Council, the Engaged Scholarship Symposium, the “Central and Academy at Shawnee Goes Red Day,” and the Black Business Summit held during the university’s Juneteenth celebration activities.

Provost

Dr. Gonzalez presented the following academic updates:

- Enrollment, an overview of Summer/Fall 2023 undergraduate recruitment;
- Student awards;
- High-impact practices including engaged learning and undergraduate research;
- Dr. Dayna Touron appointed as the new Dean of the College of Arts and Sciences with a term beginning July 1, 2023;
- Dr. John Miller appointed as the new Dean of the Kent School of Social Work and Family Science with a term beginning July 1, 2023; and
- Planned searches for the deans of the School of Public Health and Information Sciences, School of Nursing, College of Education and Human Development, School of Medicine, and School of Business.

The provost answered questions from board members.

Government Relations

Associate Vice President Rickett reported on the following legislation:

- Senate Bill 9 passed, which increases the penalties for hazing;
- Senate Bill 20 passed, which bans TikTok on state equipment, but postsecondary education institutions were excluded from the legislation;
- Senate Bill 33 did not pass, which would have established the Kentucky Cybersecurity Center;
- Senate Joint Resolution 98 passed, which directs the CPE to study the placement and services provided by public universities and community and technical colleges;
- House Bill 196 did not pass, which would have allowed the creation of a SafeKY mental health app for K-12 and postsecondary students in Kentucky;
- House Bill 200 passed, which enables the CPE, healthcare programs, and healthcare providers and facilities to match public and private dollars for the purpose of awarding scholarships to eligible students; and
- House Bill 551 passed, which allows for sports wagering.

Ms. Rickett then fielded questions from trustees.

President Schatzel thanked Mr. Sherman and Mr. Miller, and Vice Presidents Gill, Craddock, Gonzalez, and Rickett. That concluded the president’s report.

XI. Report of the Chair

Chair Nixon reminded trustees to complete their annual conflict of interest attestations and disclosure forms, and the board's self-evaluation survey. Additionally, she shared that the 2023-2024 schedule of meetings has been created and will be sent to the board by Assistant Secretary Beamer.

The chair then recognized Drs. Blakely, Ganzel, and Gonzalez for their service to the university. Drs. Blakely and Ganzel are retiring, and Dr. Gonzalez is leaving UofL to become the president of Ohio University.

Chair Nixon thanked Dr. Blakely for overseeing the operations of the School of Public Health, providing strategic leadership, sponsoring the establishment of the Center for Social Justice Youth Development Research, and navigating the university and the Louisville community through the COVID-19 pandemic.

The chair thanked Dr. Ganzel, the first female Dean of the School of Medicine, for integration of the academic medical activities of the university with its health system, overseeing the research activity at the Health Sciences Center, as well as areas of diversity and inclusion, faculty development, and student health. Chair Nixon noted that Dr. Ganzel played a critical leadership role in the strategic planning of the Brown Cancer Center, LouMed, and University of Louisville Physicians, all while supporting an environment that recognizes excellence and promoting a positive atmosphere of achievement and pride for students, faculty, and staff.

Lastly, Ms. Nixon thanked Dr. Gonzalez for shepherding many university initiatives forward during a time of uncertainty and transition. Under her leadership, the university completed its strategic plan - Learn, Work, Discover, Connect - that will guide and determine university goals and priorities through 2025. Dr. Gonzalez also added to a capable and strong leadership team by hiring new vice presidents for athletics, community engagement, and diversity, equity and inclusion, while being instrumental in the university receiving the largest single gift in its history - a \$47 million gift to establish the Christina Lee Brown Envirome Institute.

The chair stated that it has been an honor and privilege to work with Dr. Gonzalez in her capacity as Executive Vice President and University Provost, as well as Interim President.

Drs. Blakely, Ganzel, and Gonzalez shared departing words and thanked the board for the opportunity to serve the university. They received a round of applause from trustees.

XII. Executive Session

Mr. Abramson made a motion, which Dr. Burse seconded, to recess to executive session to discuss proposed or pending litigation and personnel matters pursuant to KRS 61.810(1)(c) and (f).

The motion passed and the open meeting recessed at 3:34 p.m.

XIII. Open Meeting Reconvenes


The open meeting reconvened at 4:20 p.m. The chair reported that the board discussed proposed or pending litigation and personnel matters.

No action was taken.

XIV. Adjournment

Ms. Zimmerman made a motion, which Mr. Cornish seconded, to adjourn. The motion passed and the meeting adjourned at 4:21 p.m.

Approved by:


Signature on file _____
Assistant Secretary

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF TRUSTEES OF THE
UNIVERSITY OF LOUISVILLE

April 20, 2023

In Executive Session

Present: Ms. Mary Nixon, Chair
Mr. Jerry Abramson
Dr. Larry Benz
Mr. Dorian Brown
Dr. Raymond Burse
Mr. Al Cornish
Ms. Diane Medley
Dr. Eugene Mueller
Ms. Diane Porter
Mr. James Rogers
Mr. John Smith
Ms. Sherrill Zimmerman

From the
University: Dr. Kim Schatzel, President
Ms. Angela Curry, General Counsel and Vice President for Legal Affairs
Mr. Jake Beamer, Dir. of Governance & Strategic Initiatives & Asst. Secretary

I. Call to Order

Chair Nixon called the executive session to order at 3:34 p.m.

II. Proposed or Pending Litigation

Ms. Curry briefed the board on proposed or pending litigation.

III. Personnel Matters

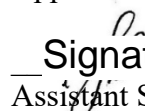
President Schatzel and Vice President Curry briefed the board on personnel matters.

IV. Adjournment

Ms. Zimmerman made a motion, which Dr. Burse seconded, to adjourn the executive session.

The motion passed, and the session adjourned at 4:20 p.m.

Approved by:

 Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE CREATION OF THE
CENTER FOR POSITIVE LEADERSHIP

Academic and Student Affairs Committee – March 16, 2023
Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the creation of the Center for Positive Leadership.

BACKGROUND:

The purpose of this center is to increase positive leadership throughout the world, including, but not limited to, the students, alumni, faculty, and staff of the University of Louisville, and to advancing our scientific understanding of positive leadership and its development. This will be accomplished by:

1. Promoting interdisciplinary research on positive leadership;
2. Becoming a hub of instructional tools, developed or identified by the Center, that can be used to increase positive leadership;
3. Supporting others on campus who deliver classes or programs related to positive leadership, including the College of Business' Corporate and Executive Education and its delivery of professional development to external organizations;
4. Elevating the internal culture and external image of the University of Louisville by aligning the work of the center with the Cardinal Principals; and
5. Ensuring that the University of Louisville is known for positive leadership around the world.

The Center for Positive Leadership is grounded in research from positive psychology and positive organizational scholarship.

The initial source of funds for launching the Center for Positive Leadership came from three sources: a \$100,000 gift from Vince Tyra, former Athletic Director at the University of Louisville, a repeating, joint gift from the Athletic Department and Adidas of \$200,000 per year for ten years, and a gift of \$25,000 in 2019 and \$25,000 in 2020 from the Rechter family. We will continue to seek to find additional funding for the center, to be used for hiring additional staff and to continue initiatives that expand the center's impact.


The Faculty Senate recommended the creation of the Center for Positive Leadership at their meeting on February 1, 2023. The Executive Vice President and University Provost joins the President in making this recommendation.

COMMITTEE ACTION:

Passed X

Did Not Pass _____

Other _____



Signature on file _____
Assistant Secretary

BOARD ACTION:

Passed X

Did Not Pass _____

Other _____


Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE CREATION OF THE
UNDERGRADUATE CERTIFICATE IN SALES

Academic and Student Affairs Committee – March 16, 2023
Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the creation of the Undergraduate Certificate in Sales, effective fall 2023.

BACKGROUND:

The Dean of the College of Business (COB) recommends the creation of the Undergraduate Certificate in Sales. The Undergraduate Certificate in Sales is a 12-credit-hour certificate that will give undergraduate students the kind of competencies and credentials needed to be hired and to succeed in sales. Careers in sales are complementary to almost any degree an undergraduate student may earn, and companies are almost always looking for more quality salespeople to hire, locally and nationally, but they prefer hiring from universities that give clear indicators of competencies developed for sales, such as a certificate.

Data suggests that many graduates will get involved in sales when they finish their degree whether they intend to or not. Students who wish to go into sales are more likely to get better jobs if there is a line on their resume indicated that they are qualified for sales jobs, and a sales certificate can increase the earning potential of our students. The Sales Education Foundation has found that 50% of all graduating seniors take their first professional job in a sales or sales related role, and also that college graduates with a sales education hit the ground running, ramp up faster and have better results their first year with far less turnover.

All four required courses are pre-existing; no new courses need to be created. These courses will be bundled into a certificate so that students around campus can not only benefit from taking the classes, but also put the certificate on their transcript (and resumes, LinkedIn sites, and so on) to signal to potential employers that they are prepared to succeed as salespeople. Collegiate sales training also enables other organizations to reduce their training expenses.

Currently, one of the required courses has an online delivery option. All courses will be offered at least once per year. If demand grows as expected, additional instructors will be hired to meet the demand, but demand is expected to grow slowly at first.

The Faculty Senate recommended the creation of the Undergraduate Certificate in Sales at their meeting on February 1, 2023. The certificate is considered a short-term credential and approval of the proposal by the Kentucky Council on Postsecondary Education is not required. The Executive Vice President and University Provost joins the President in making this recommendation.

COMMITTEE ACTION:

Passed X

Did Not Pass _____

Other _____


Signature on file _____
Assistant Secretary

BOARD ACTION:

Passed X

Did Not Pass _____

Other _____


Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE
UNIVERSITY OF LOUISVILLE BOARD OF TRUSTEES
REGARDING THE ELECTION OF THE SECRETARY
OF THE EXECUTIVE COMMITTEE FOR 2022-23

Governance, Trusteeship, and Nominating Committee – March 16, 2023
Board of Trustees – April 20, 2023

RECOMMENDATION:

The Governance, Trusteeship, and Nominating Committee recommends Eugene Mueller be elected as Secretary of the Board of Trustees for the remained of the 2022-23 fiscal year.

BACKGROUND:

On September 24, 2020, the Board of Trustees, through its Executive and Compensation Committee, elected Scott Brinkman as secretary, however, Mr. Brinkman’s term has since expired. Following discussion with board leadership, it is recommended that Dr. Mueller be elected to serve as secretary for the remainder of the fiscal year.

Per the board’s bylaws, the secretary is also a member of the Executive and Compensation Committee. The new membership listing would be:

Mary Nixon, Chair
Raymond Burse, Vice Chair
Diane Medley, Treasurer
Eugene Mueller, Secretary
Jim Rogers (at-large member)
John Smith (constituency representative)

The Executive and Compensation Committee shall consist of the officers of the Board of Trustees, one at-large member of the Board who shall be elected by the Board, and one of the three constituency representatives who shall be a member. In the case of the one constituency representative who shall serve on the Executive and Compensation Committee, the seat shall be filled on a rotating academic year basis in the following order and sequence beginning with the 2017-2018 academic year: the Faculty Senate chair, the Student Government Association president, and the Staff Senate chair.

COMMITTEE ACTION:

Passed X
Did Not Pass _____
Other _____

EM
Signature on file _____
Assistant Secretary

BOARD ACTION:

Passed X
Did Not Pass _____
Other _____

EM
Signature on file _____
Assistant Secretary

RECOMMENDATION OF THE BOARD OF TRUSTEES
REGARDING THE COMPENSATION OF THE
EXECUTIVE VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

Executive and Compensation Committee – March 16, 2023
Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the proposed compensation change for the Executive Vice President for Finance and Administration.

- Increase from \$444,382.00 to \$520,000.00

COMMITTEE ACTION:

Passed X

Did Not Pass _____

Other _____

 ^oSignature on file _____
Assistant Secretary

BOARD ACTION:

Passed X

Did Not Pass _____

Other _____

 ^oSignature on file _____
Assistant Secretary

The School of Music



A Few Historical Markers



- UofL merged with the Louisville Conservatory, which resulted the founding of the UofL School of Music in 1932.
- The School opened at 720 S. Brook Street, near what is now the UofL Health Science Campus, on November 21st, 1932.
- The School achieved NASM accreditation in 1936.
- Dean Dwight Anderson, Morris Belknap, and UofL music historian Gerhard Herz formed the **Chamber Music Society of Louisville** in 1938.
- In 1947, the School relocated to Gardencourt, a mansion near Cherokee Park.
- Robert Whitney, co-founder in 1937 (with Mayor Charles Farnsley) and first conductor of the **Louisville Orchestra**, was dean from 1956-1971.
- In 1939, the School recruited Moritz von Bomhard to run an opera workshop program. This evolved into the **Kentucky Opera Association**.
- The first African American students enrolled in the School of Music in 1950, with coverage in the *Courier-Journal* on September 12th of that year.
- Between 1969 and 1980, the Music program was split between Shelby Campus and Belknap Campus.
- The marching band disappeared in 1970 for almost a decade. It was reorganized to become the official band of the **Kentucky Derby** in 1980.
- Dean Jerry Ball (1971--1990) was at the helm for both the construction of our current music building (1980) and the **Kentucky Center for the Arts**.

The School of Music: Points of Pride



- Accredited by the National Association of Schools of Music since 1936.
- Music Therapy Program is one of seventy nationally approved programs.
- We have Undergraduate, MME and MAT Music teacher education programs with the College of Education and Human Development.
- International exchanges and affiliations in Brazil, Colombia, Argentina, Ecuador, Poland, Costa Rica, and many other parts of the world
- Cardinal Singers are internationally ranked by Musica Mundi #1 or #2 among the top 500 choirs who appear at international choral competitions
- Jazz Guitar program is ranked #20 nationally by the journal *Jazz Guitar*
- UofL's music building was ranked #34 nationally by College Degree Search among Most Beautiful Conservatories and Schools of Music.
- All of UofL's major ensembles have received peer-reviewed invitations to perform at their respective regional, national, and international music conferences.

Select Annual Events, Special Programs, and Outreaches



- African American Music Heritage Institute
- Bass Fest
- Faculty Gala and Student Gala Concerts
- Frank R. Abell Award for Young Composers
- Grawemeyer Award for Music Composition
- Guitar Fest
- JazzFest
- Louisville Jazz Workshop
- Kentucky Ambassadors (biannual)
- Music Therapy Clinic and community outreaches
- New Music Festival
- Portland Piano Project
- String Preparatory Center
- Suzuki Program and Outreach
- YPAS Composition Class
- Weisberg String Program at Sanders Elementary

RECOMMENDATION TO THE
UNIVERSITY OF LOUISVILLE BOARD OF TRUSTEES
REGARDING THE FINANCING OF NETWORK INFRASTRUCTURE REPLACEMENT

Finance Committee – March 16, 2023
Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the borrowing of \$3.7 million, to fund the upgrade and replacement of network infrastructure, with a revised term sheet, as [attached](#).

BACKGROUND:

The difference between this recommendation and the recommendation approved by the Finance Committee on March 16, 2023, is on the revised term sheet (**indicated in red**):

- Title of project changed from "IT Infrastructure" to "Network Infrastructure"
- First payment due date changed from 3/30/2023 to 4/30/2023

The proposed financing with Key Government Financing, Inc. will fund the upgrade and replacement of equipment utilized in the university's network infrastructure for connectivity and communications for continued and efficient functioning of network services.

The \$3.7 million financing is for a term of seven years at a rate of 2.99%. There is a down payment of \$1,007,099 and seven annual payments of \$426,907 thereafter.

The source of the down payment and annual lease payment obligations have been identified within the Information Technology annual operating budgets over the life of the financing.

COMMITTEE ACTION:

Passed ✓
Did Not Pass
Other

 Signature on file
Assistant Secretary

BOARD ACTION:

Passed ✓
Did Not Pass
Other

 Signature on file
Assistant Secretary

University of Louisville
Financing Proposal
Upgrade/Replacement of Network Infrastructure

Lessor: Key Government Financing, Inc.

Project: Replacement of **Network infrastructure**, Cisco Systems switches

Amount \$3,709,854.00

Lease Term: 7-years

Lease Rate: 2.99%

Payment Frequency: Down payment at beginning of lease, 7 annual payments

Notes: This is a financing with the title to the equipment passing to lessee. This is a net financing under which Lessee pays all costs, including insurance, maintenance and taxes, for the term of the financing. At the end of the financing term the equipment can be purchased for \$1.

Amortization Schedule:

Annual Payments	Payment Due Date
\$1,007,098.54	*4/30/2023
\$426,907.28	*7/15/2023
\$426,907.28	*7/15/2024
\$426,907.28	*7/15/2025
\$426,907.28	*7/15/2026
\$426,907.28	*7/15/2027
\$426,907.28	*7/15/2028
\$426,907.28	*7/15/2029
\$3,995,449.50	

* anticipated payment date

Original Term Sheet
approved by committee
3/16/2023

University of Louisville
Financing Proposal
Upgrade/Replacement of IT Infrastructure

Lessor: Key Government Financing, Inc.

Project: Replacement of IT infrastructure, Cisco Systems switches

Amount \$3,709,854.00

Lease Term: 7-years

Lease Rate: 2.99%

Payment Frequency: Down payment at beginning of lease, 7 annual payments

Notes: This is a financing with the title to the equipment passing to lessee. This is a net financing under which Lessee pays all costs, including insurance, maintenance and taxes, for the term of the financing. At the end of the financing term the equipment can be purchased for \$1.

Amortization Schedule:

Annual Payments	Payment Due Date
\$1,007,098.54	*3/30/2023
\$426,907.28	*7/15/2023
\$426,907.28	*7/15/2024
\$426,907.28	*7/15/2025
\$426,907.28	*7/15/2026
\$426,907.28	*7/15/2027
\$426,907.28	*7/15/2028
\$426,907.28	*7/15/2029
\$3,995,449.50	

* anticipated payment date

RECOMMENDATION TO THE
UNIVERSITY OF LOUISVILLE BOARD OF TRUSTEES
REGARDING MAINTENANCE TO THE CHESTNUT STREET GARAGE

Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve a preventative, routine, maintenance project on the Chestnut Street Garage at a cost of \$544,000, pursuant to the board's Financial Transactions Policy, Section II(b), regarding capital projects estimated at \$500,000 or more.

BACKGROUND:

In November 2022, a routine inspection of the Chestnut Street Garage highlighted a deterioration of certain concrete slabs, beams, walls and columns as well as degradation of waterproofing membranes and sealants. These items need to be addressed to maintain functionality and extend the useful life of the garage.

The Chestnut Street Garage is located at 414 East Chestnut Street, Louisville, KY 40202. Built in 1993, it consists of four supported floors with a slab-on-grade level. A horizontal expansion of the garage took place in 2003 consisting of three additional bays of parking. The facility contains approximately 1,100 spaces and currently parks employees and visitors to the Novak Center for Children's Health and the UofL Healthcare Outpatient Center. The facility has square footage of 449,178 and consists of offices, HSC Fitness Center and parking stalls.

The current budget for the project is \$545,000 and is included in the Parking and Transportation Unit's FY 2023 budget.

Projected Construction Start Date: May 2023
Projected Construction Completion Date: September 2023

BOARD ACTION:

Passed X

Did Not Pass

Other

 Dr.
Signature on file
Assistant Secretary

RECOMMENDATION TO THE
UNIVERSITY OF LOUISVILLE BOARD OF TRUSTEES
REGARDING AN EXPANSION OF EKSTROM LIBRARY

Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve a capital project to expand the Ekstrom Library, pursuant to the board’s Financial Transactions Policy, Section II(b), regarding capital projects estimated at \$500,000 or more.

BACKGROUND:

The Ekstrom Library was constructed in 1981 on the Belknap Campus and has an exterior footprint of 324,614 square feet. The last expansion on the west side of the building started in 2005 and opened in 2007. Several small interior renovations were completed in the last several years in an effort to make the space more accommodating for students, faculty and staff.

The budget for the Ekstrom Library Expansion project is projected at \$8,000,000 with funding being provided by private donations. These donations will be recognized over a three-year period and management plans to finance a portion of this cost to better align cash in/out flows. Approval for that financing will be requested at a future meeting.

This proposed expansion will provide additional space for students to study and collaborate, office space, and increase the archive space to preserve the history of the university and Commonwealth of Kentucky. The expansion will also provide the opportunity to realign and repurpose spaces so the library meets the needs of the university community.

The expansion will take place on the south side of the building, and includes expanding the first, second, and basement floors to extend out to the edge of the original footprint of the building. Expanded space will provide approximately 1,800 square feet to each of the three floors.

Projected Planning and Design Start Date: By or before October 2023
Projected Construction Start Date: November 2023
Projected Construction Completion Date: July 2025

BOARD ACTION:

Passed X
Did Not Pass _____
Other _____

 n
Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE
UNIVERSITY OF LOUISVILLE BOARD OF TRUSTEES

Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve a \$2,000,000 increase in the budgeted cost to renovate the vivarium on the eighth and ninth floors in the School of Medicine Tower, pursuant to the board’s Financial Transactions Policy, Section II(b), regarding capital projects estimated at \$500,000 or more.

Upon approval, a request will be sent to the State Capital Projects and Bond Oversight Committee (CPBOC) to authorize the increase for a total project budget of \$10,000,000.

BACKGROUND:

The School of Medicine Tower was constructed in 1970 on the Health Sciences Campus and has an exterior footprint of 177,248 square feet. Renovations and construction have taken place at various times since 1970 to accommodate the needs of the university. The building consists of offices, wet and dry research labs, vivariums, and classrooms.

The National Institutes of Health (NIH) awarded the university with a \$8,000,000 grant in 2020 to renovate this space. The ninth floor of the building will be renovated to become a vivarium, which will provide researchers a quality space to conduct research. Mechanical updates will also be implemented on the eighth floor to support the equipment and air quality needed in the vivarium.

Since 2020, materials and labor costs have increased and the project requires an additional \$2,000,000 to complete construction.

Projected Construction Start Date: November 2020
Projected Construction Completion Date: January 2024

BOARD ACTION:

Passed X

Did Not Pass

Other

 n Signature on file
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES CONCERNING THE
ESTABLISHMENT OF TWO ENDOWMENTS FOR THE
COMMONWEALTH OF KENTUCKY'S ENDOWMENT MATCH PROGRAM

Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the use or establishment of:

- the John Trent, PhD. Endowed Professorship in Bioinformatics; and
- the Donald Miller, PhD. Endowed Professorship in Cancer Computational Biology

and further authorize the President or her designee to execute any documents required to complete the creation of these new endowed funds.

BACKGROUND:

Lindy Street has made a gift of \$500,000 for the for the benefit of the Brown Cancer Center. The University will request the gift be matched by a contribution of \$500,000 from the Commonwealth of Kentucky Research Challenge Trust Fund resulting in a total contribution of \$1,000,000. These funds will be used to establish the John Trent, PhD. Endowed Professorship in Bioinformatics. The signed gift agreement is [attached](#).

Robert W. Rounsavall III, has made a gift of \$500,000 for the for the benefit of the Brown Cancer Center. The University will request the gift be matched by a contribution of \$500,000 from the Commonwealth of Kentucky Research Challenge Trust Fund resulting in a total contribution of \$1,000,000. These funds will be used to establish the Donald Miller, PhD. Endowed Professorship in Cancer Computational Biology. The signed gift agreement is [attached](#).

The University Advisory Committee on Awards and Designations supports both designations of the endowed professorships.

BOARD ACTION:

Passed X

Did Not Pass

Other


 Do
Signature on file _____
Assistant Secretary

Endowment Match Program
Notice of Board Approval
April 20, 2023

University of Louisville
Board of Trustees

Pursuant to guidelines approved by the Council on Postsecondary Education, the University of Louisville Board of Trustees acknowledges that it has primary responsibility for the implementation of the Endowment Match Program. Specifically, the Board of Trustees is responsible for providing oversight of all endowment funds. As designated by the signature below, the Board hereby notifies the Council of the receipt of gifts and pledges to be endowed for the purposes listed below and of the University's intention to submit a request for matching state funds. Furthermore, the Board acknowledges responsibility for the oversight of the endowments established with these funds in accordance with Council guidelines and procedures.

- the John Trent, PhD. Endowed Professorship in Bioinformatics in the amount of \$500,000; and
- the Donald Miller, PhD. Endowed Professorship in Cancer Computational Biology in the amount of \$500,000.


Signature on file _____
Mary R. Nixon
Chair of Board of Trustees
University of Louisville

Letter of Commitment

John Trent, PhD. Endowed Professorship in Bioinformatics

This Letter of Commitment (“Letter”) is entered into by and between Lindy B. Street (“Benefactor”), the University of Louisville Foundation, Inc. (“Foundation”), and the University of Louisville (“University”).

Benefactor’s Commitment

1. The Benefactor will request \$500,000 in distributions (“Distributions”) from the Benefactor’s Donor Advised Fund (“DAF”) held by The Community Foundation of Louisville to be sent to the University of Louisville Foundation (“Foundation”) for the benefit of the University of Louisville Brown Cancer Center.
2. The Distributions will be requested over a two-year period ending June 30, 2024.
3. The Benefactor will request the Distributions be used to establish the John Trent PhD. Endowed Professorship in Bioinformatics in the School of Medicine to benefit the Brown Cancer Center’s cutting-edge research.
4. The Benefactor’s request is contingent upon the University receiving confirmation from the Council on Postsecondary Education (“CPE”) that the Distributions will receive matching funds from Kentucky’s Research Challenge Trust Fund (“RCTF”).

University’s Commitment

5. University will request \$500,000 in matching contributions from RCTF to be held by the Foundation in a separate account that also supports the John Trent PhD. Endowed Professorship in Bioinformatics.

Foundation's Commitment

6. The Distributions will be endowed to establish the John Trent PhD. Endowed Professorship in Bioinformatics ("Fund").
7. Matching contributions from RCTF will be used to establish a companion endowed fund to be used support the same purposes as the Fund.

Terms of the Endowed Fund

8. Additional contributions to the Fund may be made by DAF and others at any time, all subject to the provisions herein.
9. The criteria for the use of the Fund will be to support an endowed professorship in bioinformatics in the School of Medicine to benefit the Brown Cancer Center's cutting-edge research. Bioinformatics is the analysis of big data from proteomics, transcriptomics, genomics, metabolomics, lipidomics, and epigenomics, which correspond to the global detection and measurements of proteins, RNA, genes, metabolites, lipids, and methylated DNA/modified histone proteins in chromosomes, respectively.
 - a. Distributions from the Fund may be used to support the annual compensation of the incumbent and associated expense for the position including start-up costs, travel, and other professional expenses as permitted by Foundation and University policy.
10. The principal of the Fund will not be encroached upon, and distributions will be expended in accordance with the policies of the Foundation and the University, and the purposes stated herein.
 - a. Any distributions received which are not expended in any year will be accumulated for use in a subsequent year or years or returned to the principal of the Fund (in accordance with the policies of the Foundation and University then in effect).

14. All Parties herein understand and acknowledge the Benefactor maintains advisory privileges with respect to the donor-advised fund, and the assets are legally owned and controlled by the Community Foundation of Louisville. All disbursements from the donor-advised fund are made at the discretion of the Directors of the Community Foundation of Louisville. This Commitment Form is an expression of the intent of the Benefactor and shall not confer a legally enforceable obligation upon the Benefactor or the Community Foundation of Louisville to make any payments to the University of Louisville Foundation.
15. This agreement may not be amended, modified, or supplemented except by written amendment signed by all parties or their designated representative.
 - a. Individuals and entities who make additional gifts to the Fund but are not signers to this agreement shall be notified of any change and be given the opportunity to consent to the change or direct their donation be transferred to another account that more closely meets their original intent.
16. This agreement sets forth the final and complete agreement between the parties with respect to the subject matter hereof. It supersedes all prior discussions, representations, and agreements, whether oral or written, express or implied, between the parties relating to the matters contemplated herein. Signatures by the parties electronically transmitted shall be deemed to be original signatures for all purposes.
17. University Advancement will provide an annual report of the fund to the donor and/or designee. The report will provide a statement of the impact of the fund and financial performance. The donor and/or designee will meet annually with the Endowed Professor and receive stewardship updates, such as phone calls, in-person meetings, notes, or emails when key research milestones are reached, and invitations to visit the Brown Cancer Center.

DocuSigned by:
Signature on file

3/3/2023 | 08:38 EST

Date

University of Louisville Foundation, Inc.

By:

DocuSigned by:
Signature on file

3/3/2023 | 05:50 PST

Date

Keith M. Sherman

Executive Director

Chief Operating Officer

Letter of Commitment

Donald Miller Endowed Professorship in Cancer Computational Biology

This Letter of Commitment (“Letter”) is entered into by and between Robert W. Rounsavall III (“Benefactor”), and the University of Louisville Foundation, Inc. (“Foundation”), and the University of Louisville (“University”).

Benefactor’s Commitment

1. The Benefactor will request \$500,000 in distributions (“Distributions”) from the Benefactor’s Donor Advised Fund (“DAF”) held by Community Foundation of Louisville to be sent to the University of Louisville Foundation (“Foundation”) for the benefit of the University of Louisville.
2. The Distributions will be requested in one installment by June 30, 2023.
3. The Benefactor will request the Distributions be used to establish the Donald Miller Endowed Professorship in Cancer Computational Biology in the School of Medicine to benefit research at the Brown Cancer Center.
4. The Benefactor’s request is contingent upon the University receiving confirmation from the Council on Postsecondary Education (“CPE”) that the Distributions will receive matching funds from Kentucky’s Research Challenge Trust Fund (“RCTF”).

University’s Commitment

5. University will request \$500,000 in matching contributions from RCTF to be held by the Foundation in a separate account that also supports the Donald Miller Endowed Professorship in Cancer Computational Biology.

Foundation's Commitment

6. The Distributions will be endowed to establish the Donald Miller Endowed Professorship in Cancer Computational Biology ("Fund"). The donor reserves the right to change the name of this fund.
7. Matching contributions from RCTF will be used to establish a companion endowed fund to be used to support the same purposes as the Fund.

Terms of the Endowed Fund

8. Additional contributions to the Fund may be made by DAF and others at any time, all subject to the provisions herein.
9. The criteria for the use of the Fund will be to support an endowed professorship in cancer computational biology in the School of Medicine to support research at the Brown Cancer Center.
 - a. Cancer computational biology (for Computational Drug Discovery) refers to the use of data analysis, mathematical modeling, and computational simulations to understand biologic relationships which in turn leads to drug discovery and clinical research. It is a critical point of intersection between computer science, biology, and big data and utilizes applied mathematics, chemistry, and genetics.
 - b. Distributions from the Fund may be used to support the annual compensation of the incumbent and associated expenses for the position including start-up costs, travel, and other professional expenses as permitted by Foundation and University policy.
10. The principal of the Fund will not be encroached upon, and distributions will be expended in accordance with the policies of the Foundation and the University, and the purposes stated herein.

- a. Any distributions received which are not expended in any year will be accumulated for use in a subsequent year or years or returned to the principal of the Fund (in accordance with the policies of the Foundation and University then in effect).
 - b. As of the date of this agreement, each fiscal year's expendable distribution is based on the average twelve-quarter rolling market value of the fund as of the prior December 31.
 - i. New endowments totaling a minimum of \$25,000, invested less than one full calendar year, receive an expendable distribution calculated as the lesser of the fund's actual investment return between the 1st day of the month following the date of the investment and the end of the first calendar year or the Foundation's then current spending policy. In subsequent years, the fund will participate in the Foundation's then current spending policy.
11. The Foundation assesses a fee to help defray the costs associated with its operations, fundraising and administration of the Fund.
- a. The fee is approved annually by the Foundation Board and reviewed by the University's Board of Trustees.
 - b. The fee charged to the Fund shall not exceed the Fund's proportionate share of a maximum of 1.5% of the twelve-quarter rolling average of the Foundation's combined fund as of the prior December 31.
12. If in the opinion of the Foundation's Board of Directors, upon the recommendation of the President of the University, unforeseen circumstances occur that prevent the Fund from being used for the purposes stated herein, the gift may be used for any purpose which most nearly accomplishes the purposes described herein provided that the fund will continue to support the School of Medicine's cancer research at the Brown Cancer Center. The parties agree and it is the

intention of the Benefactor and the Foundation that the terms of this agreement are a conditional obligation, dependent upon the DAF funding the Benefactor’s request.

13. This agreement may not be amended, modified, or supplemented except by written amendment signed by all parties.

a. Individuals and entities who make additional gifts to the Fund but are not signers to this agreement shall be notified of any change and be given the opportunity to consent to the change or direct their donation be transferred to another account that more closely meets their original intent.

14. This agreement sets forth the final and complete agreement between the parties with respect to the subject matter hereof. It supersedes all prior discussions, representations, and agreements, whether oral or written, express or implied, between the parties relating to the matters contemplated herein. Signatures by the parties electronically transmitted shall be deemed to be original signatures for all purposes.

DocuSigned by:
Signature on file 2/27/2023 | 15:31 EST

ROBERT W. KOUNSAVAN III Date

University of Louisville Foundation, Inc.
By: DocuSigned by:
Signature on file 3/2/2023 | 04:52 PST

A6E27AA6C8GAF42D
Keith M. Sherman Date
Executive Director and Chief Operating Officer

RECOMMENDATION OF THE BOARD OF TRUSTEES
REGARDING A MASTER LEASE AGREEMENT WITH
KENTUCKY KINGDOM

Board of Trustees – April 20, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve a master lease agreement with Kentucky Kingdom Theme Park LLC, as [attached](#), pursuant to the board's Financial Transactions Policy, Section II(d), regarding lease transactions in excess of \$250,000.

BOARD ACTION:

Passed X

Did Not Pass

Other

 ^{Pa}Signature on file
Assistant Secretary

MASTER LEASE AGREEMENT

BETTIE JOHNSON HALL

THIS MASTER LEASE AGREEMENT (this “Lease”), effective as of April 1, 2023 (“Effective Date”), is entered into by and between the UNIVERSITY OF LOUISVILLE, an institution of higher education of the Commonwealth of Kentucky (“Lessor”), and KENTUCKY KINGDOM THEME PARK LLC (“Lessee”).

WITNESSETH:

WHEREAS, Lessor is the owner of that certain building on Lessor’s campus known as Bettie Johnson Hall (the “Project”); and

WHEREAS, Lessee desires to lease up to 50 units at the Project from Lessor (collectively, the “Units”), for the purpose of subleasing bed accommodations within such Units to between 50 and 100 Residents (hereinafter defined) of Lessee, which Units shall all be located in the Project; and

WHEREAS, Lessor is willing to lease the Units to Lessee, and Lessee is willing to lease the Units from Lessor on the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lease/Purpose.

(a) Lessor hereby leases the Units to Lessee for the Term (as defined below), subject to the terms and conditions hereinafter set forth.

(b) The Units may be used by Lessee for the sole and only purpose of subleasing bed accommodations within the Units (“Accommodations”) to Residents in accordance with the terms and provisions hereof. Lessee shall not use the Units for any purposes not expressly authorized herein. As used herein, the term “Resident” means a person affiliated with Lessee who has been identified by Lessee to Lessor on a room roster as one of the prospective occupants of the Units. Lessee shall provide Lessor with a list of all Residents who are to reside in any Unit at least seven (7) days before the Commencement Date, unless otherwise agreed by Lessor. On or prior to the date that Lessee submits the list of Residents, Lessee shall deliver to Lessor reasonable identifying information on all proposed Residents, and, to the extent allowed by applicable law, copies of all background checks, drug screenings, and any other screening conducted by Lessee or in Lessee’s possession as to each of the proposed Residents, and any other information reasonably requested by Lessor to enable Lessor to properly evaluate each proposed Resident’s suitability for residing at the Project. Lessor shall have the right in its sole discretion to deny residence at the Project to any proposed Resident that Lessor determines is not suitable for residing at Lessor’s property.

(c) Lessor reserves the right to have access to the Project and any of the Units at any time in the event of an emergency and at reasonable hours and upon reasonable advance notice to Residents for purposes of conducting inspections (including monthly fire safety inspections), making repairs and taking other actions reasonably required for maintaining the Units and/or operating the Project, and to confirm Lessee's compliance with the terms of this Lease. Lessor shall incur no liability for its exercise of the rights under this section. During the Term (as defined below), neither Lessee nor any Resident shall change the locks to any of the Units or take any other actions to restrict Lessor's access to the Project or any of the Units.

2. Term.

(a) The term of this Lease (the "**Term**") will commence on May 8, 2023 (the "**Commencement Date**"), and end July 31, 2023 (the "**Expiration Date**"). Lessor and Lessee may renew the terms of this Agreement to extend the Term upon execution by Lessor and Lessee of a renewal agreement.

(b) Residents shall only be permitted to reside in the Units or be present at the Project between May 8 (the "**Move-In Date**") and July 31. Except as may otherwise be agreed by the Lessor in writing, Residents may check into the Project between 3:00pm and 6:00pm on the Move-In Date, and Residents shall check out of the Project between 8:00am and 11:00am on the Expiration Date. In addition to any other charges provided herein, Lessor shall charge Lessee an additional amount equal to one (1) day of Rent for any Resident that has not checked out by 3:00pm on the Expiration Date. Notwithstanding anything herein to the contrary, pursuant to KRS 56.806(6), Lessor shall have the right to terminate this Lease at any time upon thirty (30) days' written notice, which time shall be computed from date of mailing notice and the terms of this Lease shall remain in effect until the effectiveness of such termination. Notwithstanding anything herein to the contrary, Lessee shall have the right to terminate this Lease at any time upon thirty (30) days' written notice, which time shall be computed from date of mailing notice and the terms of this Lease shall remain in effect until the effectiveness of such termination. In the event that Lessee terminates this Lease prior to the Expiration Date and pursuant to this section 2(b), Lessee agrees to pay to Lessor a payment of liquidated damages equal to 100% of the Rent (as defined below) due by Lessee over the remainder of the Term. Lessee acknowledges and agrees that such damages are difficult to measure, and such amount represents a reasonable estimate of the damages to be suffered by Lessor in the event of Lessee' termination, and not as a penalty. Such liquidated damages shall be in addition to any other damages that may be suffered by Lessor as a result of the breach of any terms of this Lease by Lessee.

3. Rental.

(a) As rental for the Units ("**Rent**"), Lessee shall pay to Lessor a sum to be calculated based on the chart provided on Exhibit A hereto. Lessor shall deliver to Lessee an invoice for each installment of Rent promptly prior to the beginning of each month. Each installment of Rent shall be paid to Lessor within ten (10) days following Lessee's receipt of the monthly invoice and shall be delivered to Lessor at the notice address provided in Paragraph 9(a) of this Lease unless other instruction is provided by Lessor in writing.

(b) At least seven (7) days prior to the Commencement Date, Lessee will deliver to Lessor a good faith deposit equal to twenty five percent (25%) of the Rent that shall be due to Lessor for the first month of the Term, calculated based on the number of Residents, nights of stay and Unit mix provided by Lessee to Lessor pursuant to Section 1(b) above (the “**Initial Deposit**”). The Initial Deposit will be credited by Lessor against the first month of Rent that is payable by Lessee during the Term.

(c) Key Charges. Residents may receive either keys or access cards for access to the building and rooms. No part of the keyset provided to Residents may be altered. Removal of keys from the keyset or loss of the keyset will result in a charge to Lessee of **\$30.00 - \$180** per set. The prices vary based on the building and set of keys. Key charges will be assessed upon checkout as follows:

- (i) Metal keys (\$60.00/each)
- (ii) Keycards (\$45.00)
- (iii) Fobs (\$60.00)

(d) Lockouts. Lessee shall be responsible for additional fees regarding lockout requests as follows:

- (i) The first 3 lockouts are free
- (ii) Lockouts between 8:00am-5:00pm = \$10.00/each
- (iii) Lockouts between 5:00pm-8:00am = \$30.00/each

(e) Rental Spaces. Group spaces may be available for rent within the Project by Residents or Lessee for additional charges as provided below. However, Lessor shall have sole discretion as to whether or not to offer specific group spaces for rent by Lessee or Residents, and Lessor may require confirmation of the planned use of the space. Spaces may include study areas, lounges, movie rooms, conference rooms, and computer labs. Meeting space prices vary according to the capacity of the room. Technology equipment may also be available at an additional cost.

- (i) Capacity of 1-20 people = \$30.00 per day
- (ii) Capacity of 21-46 people= \$40.00 per day
- (iii) Capacity of more than 46 people= \$50.00 per day

4. Resident Agreements.

(a) Lessee shall provide a form of sublease agreement to be signed by each Resident with Lessee related to each Residents’ stay at the Project for Lessor’s review prior to any Residents moving into the Units, unless otherwise agreed by Lessor. Such sublease agreements (each, a “**Sublease**” and collectively, the “**Subleases**”) shall incorporate by reference Lessor’s Housing Policies (as provided at <https://louisville.edu/housing/info/policies>), rules and

requirements as such may be hereinafter amended or revised by Lessor, and shall indicate that each Resident acknowledges understanding of and agreement to abide by Lessor’s policies(to the extent such policies are applicable to individuals that are not enrolled students at the University of Louisville) and that violation of Lessor’s policies may result in the removal of the Resident from the Project at the sole discretion of Lessor. Each Sublease shall include a requirement that the Residents must vacate the Units in the event of the termination of this Lease or Lessee’s rights and privileges under this Lease, or at the sole discretion of Lessor, for the Residents to attorn to Lessor. The Subleases will be made subject to and subordinate to this Lease. Lessor and Lessee agree that the Subleases shall reflect the intended non-permanent nature of the rental of the Accommodations by Residents. The Subleases shall further provide that if at any time during the Term the Resident is no longer employed by Lessee, that such Resident shall lose all rights to reside in any of the Units and the Resident must immediately vacate the Unit and the Project.

(b) Lessee shall have sole and complete responsibility for collecting any rental amounts due by Residents under the Subleases, and Lessor shall play no role in the collection of any rental amounts or security deposits pursuant to the Subleases. However, Lessee agrees that it shall not take any action in collecting any amounts due under the Subleases that would be in violation of federal, state, or local laws or regulations, or that could be reasonably interpreted to put the Lessor in a negative light.

5. Management/Operations/Damages.

(a) Subject to the qualifications provided in this Section 5, Lessor shall continue its management and operation duties of the Project at Lessor’s cost (which shall include, but not be limited to, Lessor’s typical maintenance, repair, housekeeping, cleaning, and groundskeeping activities at the Project). Lessor will make available to the Residents of the Project the same amenities that Lessor customarily makes available to all other residents of Lessor’s other student housing projects (to the extent all such amenities are available at the Project).

(b) Lessee agrees that the Subleases shall require Residents to exercise reasonable care in using the premises and its contents. Lessee shall be responsible for any damage caused by Lessee or Residents to the Project or any of the Units that may occur during the Term, reasonable wear and tear excepted. Neither Lessee nor any Resident shall make any alterations or additions to the Project or any of the Units. Lessee agrees to make payment to the University within thirty (30) days of receipt of invoice for damages caused by Lessee or Residents to the Project or any of the Units or items, fixtures or furniture within the Project or any of the Units.

Examples of housekeeping and damage charges are listed below. More charges may be applicable based on circumstances.

Area	Items	Price
Cleaning	Excessive Trash	\$20.00-\$50.00
	Bodily Fluids	\$150.00-\$200.00
	Linens not Returned	\$25.00-\$35.00
Facilities	Furniture removed and not placed back	\$30.00-\$50.00
	Furniture Replacement	Varies based on items
	Paint	Varies based on items

(c) Lessee will notify Lessor of any disciplinary or conduct problems involving Residents relating to this Lease or in violation of applicable laws, Lessor's Housing Policies, or any other rules or policies of the University of Louisville (to the extent such policies are applicable to individuals that are not enrolled students at the University of Louisville) of which Lessee becomes aware. Lessor's contact for purposes of responding to and dealing with residence life, disciplinary and conduct issues is as follows:

Dr. Thomas W. Hardy
Executive Director for University Housing and the Resident Experience
University of Louisville
Louisville, KY 40292
Telephone: (502) 854-3732

(d) After consultation with the Lessee, Lessor may require Lessee's removal of any Resident who does not adhere to the provisions of his or her Sublease, Lessor's Housing Policies, any applicable laws, or any other policies, rules or regulations of the University of Louisville to the extent such Housing Policies or other policies, rules, or regulations are applicable to individuals that are not enrolled students at the University of Louisville. Said request for removal shall be in writing to Lessee and shall precisely state the nature of the violation of the terms of his or her Sublease or any applicable rule, guideline or regulation. If the Resident is found to be responsible for any violation which warrants the removal of the Resident from the applicable Unit, he or she will be given a reasonable period of time to vacate the Unit unless he/she is determined by Lessor's Office of University Housing to be a safety risk to self, others, or the community, at which time he/she may be removed immediately. Lessee may further notify Lessor that it intends to remove any Resident that does not adhere to the provisions of his or her Sublease or that does not adhere to the applicable policies, rules and requirements of Lessee. Lessor shall not unreasonably deny the removal of any such Resident so long as such Resident's removal does not violate applicable laws or any policies, rules or regulations of the University of Louisville. In the event that any Resident refuses to comply with a requested removal by Lessor or Lessee, Lessee agrees to hold Lessor harmless and to indemnify Lessor for any and all costs incurred by Lessor in attempting to remove any such Resident (provided that such removal actions do not violate applicable laws or any policies, rules or regulations of the University of Louisville) and for the cost of any damages caused by any such Resident. Any Resident that is no longer employed by Lessee at any time during the Term shall be subject to immediate removal from the applicable Unit and the Project at the sole discretion of Lessor.

(e) Lessor's designee will inspect the Units periodically during the Term of this Lease, including before the Move-In Date, to document pre-move-in conditions. Lessor's designee will also inspect the Units after the Expiration Date to determine any billable damages. Billable damages shall not include reasonable wear and tear. Reasonable wear and tear shall include routine cleaning and repainting only at the end of the Term. Lessee shall owe and pay to Lessor an amount equal to (a) the cost of cleaning, repair and/or replacement by Lessor of any damage to the Units caused by any Resident or his/her guest or invitee (other than reasonable wear and tear) identified upon the initial inspection of each Unit, and (b) a fee for replacement by Lessor of each key or electronic card lost by a Resident as provided above. Within three (3) business days following

receipt by Lessor of written notice by Lessee of the expiration or termination of each Sublease, Lessor's designee shall inspect the applicable Unit and Lessor shall notify Lessee in writing within three (3) days of such inspection (a "**Cleaning and Damage Notice**") of cleaning costs and the amount Lessor believes is necessary to repair or restore damages to the Units which are caused by a Resident (reasonable wear and tear excepted). Following cleaning, repair and/or restoration as applicable, Lessor shall issue an invoice for the cleaning and repair costs to clean or repair or replace damage identified in the Cleaning and Damage Notice, and Lessee shall, within thirty (30) days after receipt of Lessor's invoice for amounts set forth in this Paragraph 5(e), pay the amount set forth in such invoice to Lessor.

(f) Lessor shall provide the following services and/or utilities to the Units in sufficient quantities during the Term to the level currently being provided by Lessor at the Project: (i) electricity (subject to the terms of this Lease); (ii) high speed internet connection; (iii) water (hot and cold), sanitary sewer, elevator service and trash receptacles; and (iv) general maintenance and repairs, including timely response to Residents' work order requests, as necessary. Any other service or utility not mentioned under this provision (including without limitation telephone service) shall be at the cost of Lessee or the Residents. Lessor and Lessee agree that electric costs, regardless of actual usage, are included in the "Rent" payment above, provided, however, Lessee agrees to reasonably cooperate with Lessor in limiting the electrical consumption or use by the Residents to an overall aggregate usage which is normal, customary and commercially reasonable and/or assessing and collecting any excessive electrical costs from the Residents responsible for such excessive use. Failure to any extent to furnish, or any stoppage of utility services for reasons not within Lessor's control, regardless of cause, shall not render the University liable in any respect for damages to either person or property. Provided that the Lessor has made and continues to make reasonable and good faith efforts to provide utility services, failure to any extent to furnish, or any stoppage of utility services, for reasons not within Lessor's control, regardless of cause, shall not be construed as an actual or constructive eviction of Lessee or any Resident, shall not be construed as a basis for abatement of Rent from Lessee, and shall not be construed to relieve Lessee from its obligation to fulfill any covenant or agreement under this Lease.

(g) Upon the expiration of the Term, Lessee shall require the Residents to vacate their respective Units in the same condition as at the time of the beginning of their rental, normal wear and tear excepted, and shall surrender such Units to Lessor at such time.

(h) Resident Conduct. Lessor and Lessee each acknowledge and agree that, notwithstanding anything herein to the contrary, the Project is deemed to be "on campus" for the purpose of the University of Louisville's rules and policies. Lessee, therefore, agrees that (i) Lessee's employees, representatives, or agents present on Lessor property, and (ii) the Residents, including each of their licensees and invitees, when present at the Project or on any other property of Lessor, shall be bound by and comply with all policies, rules and regulations of the University of Louisville, including, but not limited to, The Code of Student Conduct, the Alcohol Policy, the RSO Event Policy, and any other rules and regulations relating to the use of Lessor residential facilities as the University of Louisville or its agents may adopt from time-to-time. Lessee covenants, on behalf of itself and each of the Residents and any of their respective licensees and invitees, that it shall not suffer or permit the commission of waste upon the Project, suffer or permit any nuisance or any other act or condition which might disturb the quiet enjoyment of others in and around the Project, act in any way inconsistent with the list of prohibited activities contained

in the standards of conduct applicable to University of Louisville students or in any way conduct themselves in a manner reasonably determined to be detrimental to the University of Louisville or its reputation.

(i) Hazardous Materials. Lessee covenants and represents that it will not permit any hazardous or toxic substances to be placed, held, used, located, or released in, upon, under or at the Project, or any part thereof, except to the extent that such materials are customary in use in a residential building of the like and kind of the Project and the storage and use of any such materials is in compliance with all environmental laws. Lessee does and shall indemnify and hold Lessor harmless from any and all loss, cost, claim, damage and expense, including, but not limited to, reasonable attorneys' fees, incurred by Lessor as a result of any hazardous or toxic substances introduced in, upon or under the Project due to the acts or omissions of Lessee or the Residents during the Term of the Lease and which are not due to the acts or omissions of Lessor or any of its employees or agents. The indemnity included in this section shall survive the expiration or termination of the Lease.

(j) Infectious Diseases.

(i) Lessee's employees, representatives, or agents present on Lessor property, and all Residents are responsible for following all Covid-19 and other infectious disease policies and procedures administered by the University of Louisville, along with governmental regulations, as such policies, procedures and regulations are in effect from time to time. Procedures are subject to change depending on the decisions of the government, public health guidance, and the University leadership. Lessee will be promptly notified of any such changes and will be held responsible for any noncompliance. In addition, Lessee's employees, representatives, or agents present on Lessor property and all Residents should be aware of and must follow the guidance from the University found at: <https://louisville.edu/coronavirus/>.

(ii) Prior to the Move-In Date, each Resident must complete the campus health consent process designated by Lessor. The information will be kept confidential and is necessary for emergency planning. Residents who test positive or are exposed to Covid-19 while on campus must contact University Housing immediately. University Housing will make necessary measures to accommodate those who test positive or are exposed to Covid-19. Neither Lessee nor any Resident shall be provided with a refund of Rent or any other payments due under this Lease in connection with any removals resulting from Covid-19 positive tests or exposures.

(k) Bedbug Treatment. Lessee consents to the bed bug treatment procedures established by University Housing should the need arise. Such procedures are available at <https://louisville.edu/housing/policies/procedures/bedbugs>.

(l) Parking. Parking passes are available upon request. All clients should specify the length and amount of parking passes associated with each request. Prices are subject to change based on the operations of the Parking Office.

6. Default/Remedies.

(a) Any one of the following events is an “**Event of Default**” by Lessee under this Lease:

(i) Lessee’s failure to pay any sum required to be paid to Lessor under this Lease and such failure is not cured within fifteen (15) business days after Lessee’s receipt of written notice from Lessor of such failure;

(ii) Lessee’s failure to materially perform any other covenant or agreement, other than the payment of money, to be performed by Lessee under this Lease, and such failure is not cured within thirty (30) days after receipt of written notice from Lessor of such failure; provided, however, that if the nature of Lessee’s failure is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion;

(iii) Any representation or warranty of Lessee hereunder shall be untrue or incorrect in any material respect;

(iv) Lessee or any Resident selling or knowingly possessing “drugs” or “narcotics” as these terms are used in Kentucky statutes, except where lawfully prescribed for medical or dental care;

(v) The possession of firearms, weapons, ammunition, fireworks, or explosives in the Project, or any other violation of the University of Louisville Weapons Policy. The only exception is if the guest is required by law to carry a firearm. Proof of requirement may be requested at any time;

(vi) Misuse, abuse, theft, or destruction of residence hall property;

(vii) General behavior in the Project indicating Residents are not able to adjust to the requirements of group living;

(viii) Irresponsible behavior dangerous to persons or property or that violates any federal, state or local law or ordinance, or University rules and policies;

(ix) The possession or consumption of alcohol by any Residents under 21 years of age. Residents who are 21 years of age or older may possess alcohol in the residence halls as consistent with the University’s alcohol policy. Alcohol must remain in the Resident’s Unit and is not permitted in common spaces;

(x) Smoking in the Project or within 25 feet of the residence halls, including vaporizers;

(xi) Bringing any animals into the Project, other than those that are documented and approved in advance by the University, including emotional support and service animals.

(b) Upon the occurrence and during the continuance of an Event of Default, Lessor may, at its option, declare this Lease and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the Event of Default, or may seek any other remedies available at law or in equity. Without limiting the generality of the foregoing, upon the occurrence of an Event of Default, Lessor may in its sole discretion, in addition to any other remedies available to Lessor, with or without terminating this Lease, succeed to, have and hold all right, title and interest of Lessee under the Subleases and notify the Residents pursuant to the Subleases that this Lease has been terminated and that Lessor has succeeded to Lessee's legal interests under the Subleases during the remainder of the term of the Subleases.

(c) Any provisions of this Lease, which pursuant to the terms of this Lease extend beyond termination or expiration of this Lease, shall survive such termination or expiration.

(d) In the event of (i) Lessor's failure to pay any sum required to be paid by Lessor to Lessee under this Lease which is not cured within fifteen (15) business days after Lessor's receipt of written notice from Lessee of such failure, or (ii) any other material default by Lessor hereunder which is not cured within thirty (30) days after Lessor's receipt of written notice thereof from Lessee (provided, however, that if the nature of Lessor's failure is such that more than thirty (30) days are reasonably required for its cure, then Lessor shall not be deemed to be in default if Lessor shall commence such cure within said thirty(30)-day period and thereafter diligently prosecute such cure to completion), Lessee may, at its option, either (a) terminate this Lease by written notice thereof to Lessor, in which event Lessor shall promptly refund to Lessee any prepaid Rent applicable to remaining periods of time following such termination, or (b) seek specific performance of Lessor's obligations hereunder.

(e) Lessor's failure to materially perform any covenant or agreement to be performed by Lessor under this Lease, and such failure is not cured within thirty (30) days after receipt of written notice from Lessee of such failure, shall be a default under this Lease; provided, however, that if the nature of Lessor's failure is such that more than thirty (30) days are reasonably required for its cure, then Lessor shall not be deemed to be in default if Lessor shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion. Upon the occurrence and during the continuance of a default of Lessor under this Lease, Lessee may, at its option, declare this Lease and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the default as may be permitted by law, or may seek any other remedies available at law or in equity.

7. Indemnification/Insurance.

(a) Lessee agrees to hold harmless, defend and indemnify Lessor against third party claims, losses and damages caused by the negligent, willfully wrongful, and/or reckless actions or inactions of Lessee and/or its affiliates or their respective employees or agents or any of the Residents in connection with use of the Project as contemplated herein. Lessee further agrees to hold harmless, defend and indemnify Lessor against any claims of any third party arising from any loss, damages, illness, injury or death arising from the negligence or willful misconduct of Lessee or any Resident. To the extent permitted by the law of the Commonwealth of Kentucky, Lessor agrees to hold harmless, defend and indemnify Lessee against third party claims, losses and damages caused by the negligent, willfully wrongful, and/or reckless actions or inactions of Lessor

and/or its affiliates or their respective employees or agents in connection with use of the Project and provision of services as contemplated herein. The foregoing indemnities shall survive any termination or expiration of this Lease.

(b) Any personal property at the Project belonging to Lessee or any of its Residents, or any of their invitees or licensees, shall be kept at the risk of Lessee or the Residents, as applicable. Lessor shall not be liable at any time for any damage to such personal property for any reason whatsoever except due to the negligence or willful misconduct of Lessor or its employees or agents.

(c) Each party agrees that it shall give the other prompt notice of any claim, threatened or made, or suit instituted against it that could result in a claim for indemnification above. Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification will furnish the indemnifying party, upon request, all information and assistance for defense against any such claim, suit, or demand. The obligations of the parties pursuant to this provision shall survive the termination, expiration or rescission of this Lease.

(d) The Lessee shall be responsible for procuring and continuously maintaining the insurance set forth below.

MINIMUM COVERAGE AMOUNT

Type of Insurance	Minimum Limits of Liability
General Liability* Including: Completed Products Personal and Advertising Injury Products/Completed Operations Sexual Abuse & Molestation (limited to \$1MM)	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (all owned, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit (Bodily Injury, Property Damage)
Workers' Compensation	Statutory Limits – Kentucky and the state(s) of domicile of University’s contractor and any subcontractor(s). The all state and voluntary compensation endorsement is to be attached to the policy.
Employers Liability	\$1,000,000 (each employee, each accident and policy limit)

**Occurrence coverage is required. Claims-made coverage is not acceptable.*

These policies (except Workers' Compensation) shall name the Lessor, its trustees, officers, employees and agents as Additional Insured limited to the Term and only for occurrences resulting from the negligent acts of Lessee.

Certificates of the above policies shall be furnished to the Lessor prior to the Commencement Date.

If Lessee's policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be solely borne by Lessee and not by the Lessor. The Lessor will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

8. Representations and Covenants. Lessee hereby represents and covenants to Lessor as follows: (i) Lessee has received (or will receive before the Term commences) any and all governmental or quasi-governmental approvals and/or consents necessary or required for Lessee to enter into this Lease; (ii) this Lease is binding upon and enforceable against Lessee in accordance with its terms, and (iii) that the person signing the Lease on behalf of Lessee has been duly and properly authorized to do so. Lessor hereby represents and covenants to Lessee that this Lease is binding upon and enforceable against Lessor in accordance with its term, and that the person signing this Lease on behalf of Lessor has been duly and properly authorized to do so.

9. Miscellaneous.

(a) Notices. Any notices, consents or other communications required or permitted to be given pursuant to this Lease must be in writing and must be given by a reputable nationally recognized overnight courier, hand delivery or email or facsimile transmission and shall be deemed to have been given and received (whether actually received or not) upon deposit in the U.S. mail, return receipt requested, when properly addressed with delivery charges prepaid; or when received, if delivered by hand delivery, or upon machine generated verification of successful transmission when sent via email or facsimile; or upon deposit with a reputable nationally recognized overnight courier service, with services prepaid for overnight delivery, addressed to the parties hereto at the following respective addresses:

If to Lessee: Kentucky Kingdom Theme Park LLC
937 Phillips Lane
Louisville, KY 40209
Attn: Ed Monheimer, Director of Human Resources
Email: emonheimer@kentuckykingdom.com
Phone: (502) 813-8213

A copy of all notices sent to Lessee shall also be sent to Lessee's attorney at the address provided below:

Herschend Enterprises
Attn: Steve Earnest, Esq.
5445 Triangle Parkway, Suite 200
Peachtree Corners, GA 30092

Provided that, beginning on May 1, 2023, such copies shall be sent to:

Herschend Enterprises
Attn: Steve Earnest, Esq.
157 Technology Parkway, Suite 100
Peachtree Corners, GA 30092

If to Lessor: University of Louisville
Campus Housing
Attention: Dr. Thomas W. Hardy, Executive Director for University
Housing and the Resident Experience
Louisville, KY 40292
Facsimile: 502-854-5427

University of Louisville
Attn: Lease Administration
421 W. Cardinal Blvd
Louisville, KY 40208

or to such other substitute address and/or addressee as any party hereto shall designate by written notice to the other party in accordance with the terms of this Paragraph 9(a); provided, however, that no such notice of change of address and/or addressee shall be effective unless and until actually received by the party to whom such notice is sent. Any notice to be given by any party hereto may be given by legal counsel for such party. Counsel for the parties may give simultaneous notice hereunder to the opposing party and its counsel.

(b) Entire Agreement; Modifications; Non-Merger with Ground Lease. This Lease embodies and constitutes the final entire understanding between the parties with respect to the transactions contemplated herein, and all prior or contemporaneous agreements,

understandings, representations and statements (oral or written), are merged and incorporated into this Lease. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

(c) Applicable Law. **THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY.** The parties agree that the exclusive forum for any dispute concerning this Lease shall be the Franklin County Circuit Court.

(d) Captions. The captions in this Lease are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Lease or any of the provisions hereof.

(e) Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

(f) Casualty/Condemnation. If the Project is materially damaged by fire or other casualty, or taken by condemnation (or threatened to be so taken) or otherwise rendered uninhabitable, either party may terminate this Lease within sixty (60) days after the occurrence of such casualty or condemnation by giving the other party written notice of such termination.

(i) If this Lease is terminated by Lessee or Lessor following any such material casualty or condemnation, then Lessor will refund to Lessee on a pro rata basis any prepaid Rent applicable to remaining periods of time following such termination.

(ii) If following any such casualty or condemnation neither party elects to terminate this Lease as permitted above, then Lessor will, within a reasonable time, repair or restore any damage to the Project. During such repair or restoration, if the Units are habitable, there shall be a reasonable reduction of the Rent for any unusable portion of the Units. If the Units are uninhabitable, and neither party elects to terminate this Lease as permitted above, Lessor will provide at its own cost a suitable and reasonably comparable living accommodation for the displaced Residents until the repair or restoration is completed, if such accommodation is available; provided that with respect to such Units there shall be no reduction in Rent.

(g) Dates. If the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the Commonwealth of Kentucky or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. The term “**days**” as used herein shall mean calendar days, with the exception of “**business days**,” which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the Commonwealth of Kentucky or United States of America.

(h) Attorneys’ Fees. If either party shall employ an attorney to enforce or define the rights of such party hereunder, the prevailing party in any suit or proceeding shall be

entitled to recover reasonable attorneys' fees and costs of suit if awarded by a court selected in accordance with Paragraph 9(c).

(i) Partial Invalidity. If any term, provision, condition or covenant of this Lease or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law, and said invalid or unenforceable term, provision, condition or covenant shall be substituted by a term, provision, condition or covenant as near in substance as may be valid and enforceable.

(j) Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute one and the same instrument. A photocopy of this Lease, as signed by a party, which is transmitted either by email message in portable document format or by facsimile, shall be deemed to be a counterpart original copy of this Lease executed by such party, and shall be binding on such party when transmitted by email message or facsimile to the other party.

(k) Assignment. Lessee shall not assign this Lease or any legal interest hereunder, in whole or in part, without the prior written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed.

(l) Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. The Lessee represents and warrants that it will not discriminate on the basis of race, creed, national origin, age, sexual orientation, gender identity, marital status, pregnancy, disability, veteran status, or any other status protected by applicable law or the policies of the University of Louisville in selecting Residents or assigning Units or in engaging in any of the activities under this Lease.

(m) Intellectual Property Rights. Neither Lessor nor Lessee may use the intellectual property of the other party (including, but not limited to, logos, trademarks, and trade names) without the express prior written consent of such other party.

(n) Conflict of Interest. If any of the officers or principals of Lessee are related to a University of Louisville employee, that relationship must be disclosed in writing prior to the execution of this Agreement. For purposes of disclosure of this section, a person is a related person if related to a University employee in any of the following ways, and includes those within these categories who are referred to as adopted, step-, foster, grand-, half-, in-law, spouse of, or great-parent, child or ward, sibling, uncle or aunt, first cousin, nephew or niece, spouse, domestic partner, significant other.

(o) Kentucky Campaign Laws. By signing this Lease, Lessee certifies to the best of Lessee's actual knowledge, that, as of the Effective Date, neither it nor any member of it holds an interest of 10% or more in any business entity involved in the performance of this Lease that has contributed more than the amount specified in KRS 121.056(2) of the campaign of the

gubernatorial candidate elected at the election last preceding the Effective Date. Lessee certifies to the best of Lessee's actual knowledge, that Lessee has not knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of this Lease to the Lessee will not, to the best of Lessee's actual knowledge, violate any provisions of the campaign finance laws of the Commonwealth.

(p) Compliance. Lessee and Lessor each agrees to comply in all material respects with all Applicable Laws, and each further agrees to promptly report to the other any citation or notice of non-compliance with respect to any such Applicable Laws. As used herein, "**Applicable Laws**" means applicable local, state or federal laws, statutes, codes, ordinances, rules, regulatory notices and any notices and orders of any and all governmental or quasi-governmental or regulatory authorities and other authorities and agencies having jurisdiction over Lessor, Lessee and the leased/subleased premises, as applicable, which are in effect from time to time.

(q) Anti-Kick Back. Lessor shall comply in all material respects with the Copeland Anti-Kick Back" act (18 USC 874), as supplemented in the Department of Labor Regulations (29 CFR, Part 3). The foregoing Anti-Kick Back Act provides that each bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of any public work to give up any part of the compensation to which such person is otherwise entitled.

(r) Federal Debarment. Lessee's signature on this Lease certifies, to the best of Lessee's actual knowledge, that, as of the Effective Date, Lessee is not debarred from doing business with federal agencies and that, if debarred during the Lease Term, Lessee will notify Lessor within seventy-two (72) hours of the federal debarment.

(s) Independent Contractors. The relationship between the parties to this Lease to each other is that of independent contractors. The relationship of the parties to this Lease to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

(t) Force Majeure.

(i) Neither party hereto shall be liable or responsible to the other for any delay or failure hereunder, including, without limitation, a failure by Lessor to make the Units and utilities available, if such delays or failures are the result of any happenings or events which are not reasonably within the party's control, including without limitation, acts of nature, fire, flood, natural disaster, health and/or safety emergency, epidemic, loss of electricity or power, riots, war, or terrorist attack (or threat thereof) (each, a "**Force Majeure Event**").

(ii) If, due to a Force Majeure Event, or due to government restrictions or regulations enacted in response to a Force Majeure Event, Lessee is required to cease or significantly restrict its standard operations, or such restrictions or regulations materially negatively impact Lessee's business operations, and as a result Lessee has no need to Lease the Units, Lessee may terminate this Lease upon fourteen (14) days' written notice to Lessor. Lessor and Lessee each agree that upon the effectiveness of any such termination,

neither party shall have any further responsibility or liability under this Lease (except as otherwise provided herein), Lessee shall have no further responsibility to pay the Rent, and Lessor shall have no further responsibility to make any of the Units available to the Lessee.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this MASTER LEASE AGREEMENT on their behalf as of the dates listed below, but which Lease shall be effective as of the Effective Date set forth on Page 1 hereof.

LESSOR:

UNIVERSITY OF LOUISVILLE

By: _____

Name: Meg Campbell

Title: Assistant Vice President of Planning, Design,
and Construction

Date: _____

Recommended By: _____

Name: Dr. Thomas W. Hardy

Title: Executive Director for University Housing
and the Resident Experience

Date: _____

LESSEE:

KENTUCKY KINGDOM THEME PARK LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

MONTHLY RENT CALCULATION

Example: 1st Payment: 5/8/2023-5/31/2023=\$97,412.00

2nd Payment: 6/1/2023-6/30/2023=\$97,412.00

3rd Payment: 7/1/2023-7/31/2023= \$97,412.00

Unit Type	#	Cost	Nights	Total
A/2X1	26	\$35	84	\$76,440.00
A/2X2	42	\$36	84	\$127,008.00
A/3X2	3	\$35	84	\$8,820.00
A/4X2	28	\$34	84	\$79,968.00
	99			
Total				\$292,236.00

\$292,236.00/3 months (May-July)=\$97,412.00

Total monthly Rent payable by Lessee is calculated by multiplying the number of each listed Unit type that is reserved by the cost of such Unit type and multiplied by the number of nights each such Unit type is reserved, and adding the sum of the total cost for each Unit type. The total cost will be divided by 3 months (May-July) that the conference group is expecting to utilize the space.

RECOMMENDATION TO THE BOARD OF TRUSTEES REGARDING
THE 2023 TRUSTEES AWARD

Board of Trustees – April 20, 2023

RECOMMENDATION:

The Academic and Student Affairs Committee recommends that the Board of Trustees approve Dr. Nefertiti Burton as the 2023 Trustees Award recipient.

BOARD ACTION:

Passed X

Did Not Pass

Other

 Dr Signature on file

 Dr Assistant Secretary

RECOMMENDATION OF THE BOARD OF TRUSTEES
REGARDING DEGREE CANDIDATES FOR MAY 2023

Board of Trustees – April 20, 2023

RECOMMENDATION:


The President recommends that the Board of Trustees approve the Candidates for Degrees and Certificates to be conferred by the University of Louisville at its May 2023 Commencement Ceremonies and that the Board authorize the Executive Vice President and University Provost to approve the awarding of degrees to others who have been certified by the unit faculties as having completed the appropriate courses of study, but missed the deadline for Board action.

BOARD ACTION:

Passed X

Did Not Pass

Other


Signature on file _____
Assistant Secretary



UL ^{OF} Health

University Board of Trustees

April 20, 2023

UofL Health Operations Update

Thank you to our team for responding to every critical health issue facing the community:

- Nursing team working short every day
 - Using 400 traveling nurses
 - Recruited 300 international nurses
 - Trying to recruit 300 more
 - Every day we are holding 40 patients in the ER because of no beds
- Recruited another 150 providers this year. ULP now has over 1,050 providers.
- Staffing issues in Nursing, Radiology, Lab, Pharmacy
- Volume the strongest, hit new records in February. We are thankful patients are choosing UofL Health.

UofL Health Operations Update

- Financials:
 - February YTD EBITDA positive \$36.5M on a budget of \$47.8M
 - Total personnel cost up \$100M over prior year
 - Drug cost up 15%, supplies up 12%
 - Reduced capital expenses from \$80M to \$60M
 - Reducing contract labor and critical shift pay to reduce costs
 - Recently had to close some beds due to staffing shortages
 - Length of stay issues still exist across system

Strategic Focus

- Growth:
 - Frazier Brownsboro to open July 6th, 2023
 - South Hospital to be complete Dec 31st, 2023
 - Modernization of University Hospital
 - Phase one fall 2024
 - Beds complete summer 2025
 - Heart Hospital at Jewish exceeding all expectations
 - Grant from Metro Council to establish Birthing Center at Mary & Elizabeth Hospital (M&E)
 - Sports Medicine exceeding University Expectations
 - Providing services to 13 high schools
 - Expanding beds at Peace Hospital
 - Opening Med/Psych program at M&E
 - Acquired medical office building on Dixie Hwy

Strategic Focus

- Quality
 - All hospitals reaccredited with JCAHO
 - University Surgery recognized as 1 of 6 in the country for robotics quality outcomes
 - Exceeding State Medicaid quality metrics for 2023

Kentucky Medicaid Directed Payment (IGT) Metrics

Measure	PY4 Goals from KY DMS	UofL only (July 1, 2022 – Mar. 27, 2023)
Breast Cancer Screening	52%	55%
Colorectal Cancer Screening	58%	55%
Tobacco Screening and Intervention	75%	92%
Depression Screening and Follow Up	65%	52%
Diabetes A1c Poor Control (>9.0%) <i>(lower is better)</i>	≤40%	38%
Controlling High Blood Pressure (HTN)	55%	56%
BMI Screening and Follow Up	75%	83%
Statin Therapy for Patients with Cardiovascular Disease	80%	72%
Childhood immunization Status (Combo 10)	70%	16%
Well Child Visits to Age 0 – 15 Months	75%	24%
Well Child Visits to Age 15 – 30 Months (reporting only)	NA	40%
Well Child Visits for Ages 3-6 Years	90%	57%
Use of Opioids at High Dosage <i>(lower is better)</i>	≤1.5%	XX%
Medication Reconciliation Post-Discharge	70%	94%
30-Day-All-Cause-Readmissions	≤11.45%	9.17%

FY23 Goals

UofL Health Dashboard Quality - April 2023

Reduce mortality index (observed / expected) to 0.90
 Baseline = 0.88 (final result determined by Vizient year to date index)

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	Goal	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
	Month	0.81	0.59	0.65	0.58	0.71	0.68	0.59	0.53				
	YTD	0.81	0.70	0.68	0.66	0.66	0.67	0.69	0.68				

Maintain CMI adjusted length of stay to 3.0 days or below

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2	Goal	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
	Month	2.92	2.85	3.19	3.03	2.62	2.70	3.12	3.07	3.02			
	YTD	2.92	2.89	2.95	2.95	2.88	2.82	2.94	2.95	2.94			

Increase "Recommend this Hospital" percentile ranking to 39th percentile.

Baseline = 20th (final result determined by Press Ganey percentile result of the last quarter of the fiscal year)

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
3	Goal	35	35	35	35	35	35	35	35	35	35	35	35
	Month			18			20			26			
	YTD			18			20			23			

Reduce Readmissions to 11.5%

Baseline = 14.02% (final result determined by Vizient benchmark)

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
4	Goal	11.5%	11.5%	11.5%	11.5%	11.5%	11.5%	11.5%	11.5%	11.5%	11.5%	11.5%	11.5%
	Month	11.27%	9.68%	7.97%	8.98%	11.54%	10.76%	9.21%					
	YTD	11.27%	10.45%	9.62%	9.51%	10.95%	10.91%	10.68%					

Reduce Nursing vacancies

Baseline = 12.8% (final result determined by annual monthly open full time RN positions)

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
6	Goal	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
	Month	5.78%	3.89%	22.20%	18.97%	24.48%	25.95%	29.72%	28.50%	26.76%			
	YTD	5.78%	4.83%	10.62%	12.71%	15.06%	16.88%	18.71%	19.93%	20.69%			

This is a yes no measure

Maintain JCAHO/CARF accreditation across all facilities

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
7	Goal	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Month	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
	YTD	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes			

FY23 Goals

UofL Health Dashboard (Mission Support/Research)

Mission Support Amount provided to the University of Louisville School of Medicine
Baseline = \$7,500,000

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
8	Goal	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00
	Month	\$ 625,000	\$ 625,000	\$ 18,750,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000			
	YTD	\$ 625,000	\$ 1,250,000	\$ 20,000,000	\$ 20,625,000	\$ 21,250,000	\$ 21,875,000	\$ 22,500,000	\$ 23,125,000	\$ 23,750,000			

Amount of Intergovernmental Transfer money
Dollars provided to School of Medicine from ULP

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
9	Goal			\$ 12,181,000			\$ 12,181,000			\$ 12,181,000			\$ 12,181,000
	Month			\$ 12,181,000			\$ 12,181,000			\$ 12,181,000			
	YTD			\$ 12,181,000			\$ 24,362,000			\$ 36,543,000			

Residents supported by UofL Health
Baseline = 308 (determined by the number of funded resident positions on 6/30)

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
10	Goal	308	308	308	308	308	308	308	308	308	308	308	308
	Month	576	576	576	576	576	576	576	576	576			

Meet 6 of the State of Kentucky quality measures for Medicaid patients (total of 14 measures)

		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
11	Goal	6	6	6	6	6	6	6	6	6	6	6	6
	Month	2	2	2	3	3	3	5	5	7			
	YTD	2	2	2	3	3	3	5	5	7			

FY23 Goals

UofL Health Dashboard (Community Measures)

Access to care
Number of Physician office visits per month

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
12 Month Goal	80,124	97,012	86,679	80,475	88,449	87,667	85,535	87,127	89,522	84,246	91,612	98,452
Actual	98,082	120,218	109,497	112,482	85,907	84,568	87,588	85,106	97,877			
YTD Goal	80,124	177,136	263,815	344,290	432,739	520,406	605,941	693,068	782,590	866,836	958,448	1,056,900
YTD Actual	98,082	218,300	327,797	440,279	526,186	610,754	698,342	783,448	881,325			

Meeting the needs of those most at risk for care
Percentage of Medicaid, self pay and Charity patients at UofL Health

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
13 Medicaid	27.30%	27.10%	27.70%	28.20%	27.20%	26.50%	29.1%	27.0%	26.8%			
Self-Pay	1.93%	1.65%	1.80%	1.67%	1.82%	1.76%	1.78%	1.39%	1.43%			

UofL Health Dashboard (Financials)

Meet board approved operating EBIDTA (Measured by monthly Uof L Health board approved budget)

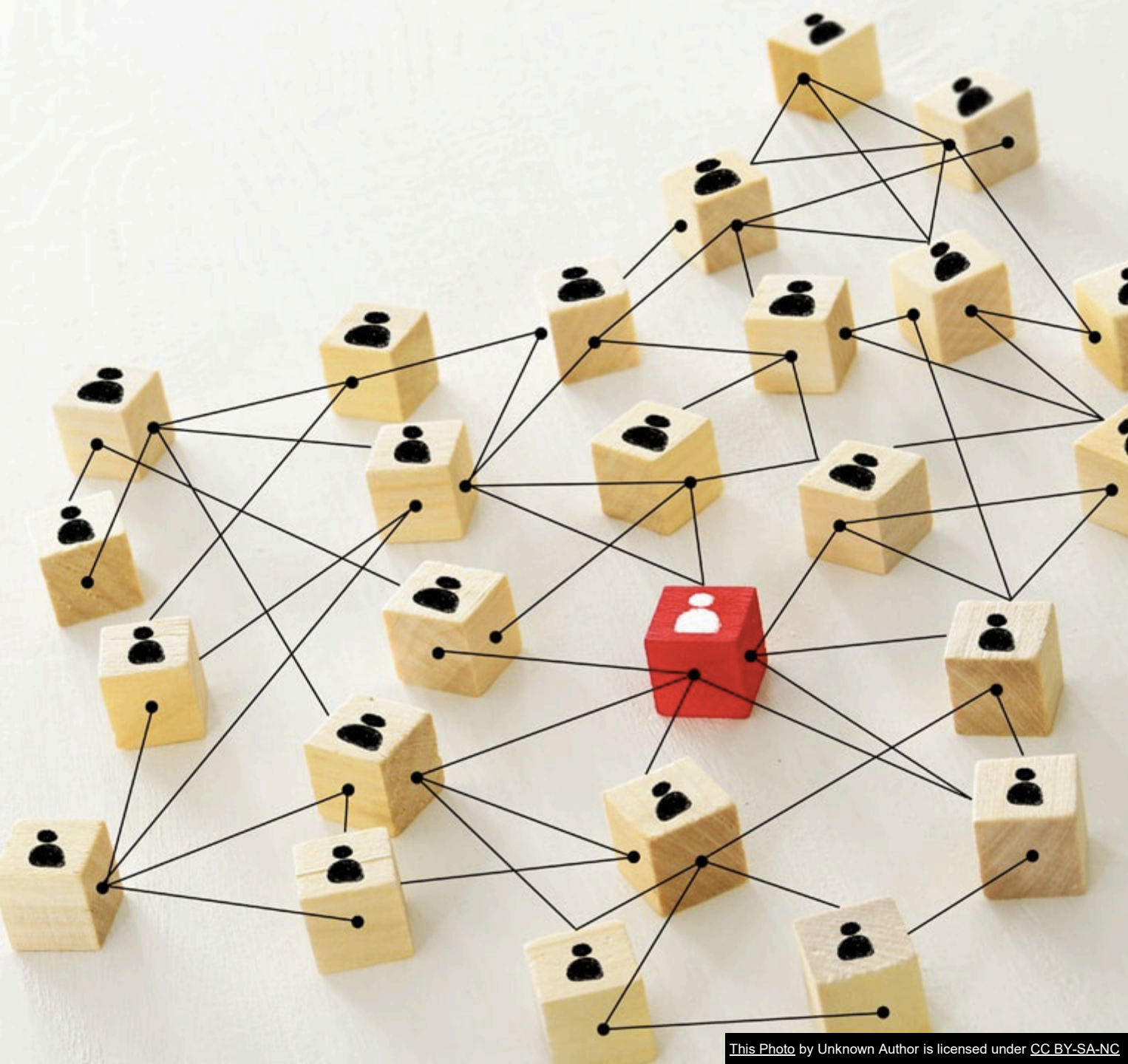
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
14 Budget	3,104,511	3,279,896	4,988,858	3,990,069	4,379,682	3,603,367	11,976,941	12,455,249				
Month	(446,594)	(873,044)	15,718,480	4,417,222	(1,892,621)	12,804,827	249,004	6,644,303				
YTD Budget	3,104,511	6,384,407	11,373,265	15,363,334	19,743,016	23,346,383	35,323,324	47,778,573				
YTD	(446,594)	(1,319,638)	14,398,842	18,637,497	16,744,876	29,549,703	29,859,373	36,503,676				

We are making a difference in the
health of our community,
together.

U^{OF}L Health



Office of Diversity, Equity and Inclusion Updates



Unit Restructure and Innovation

Created 3 positions to further the depth of DEI on Campus

- Program Directors for:
 - Planning and Assessment
 - Grants and Innovation
 - Communications and Projects

Repurposed 4 positions within the unit

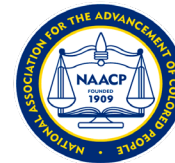
- Assistant VP for Strategic Initiatives
- Assistant Vice President for Inclusive Excellence and Belonging
- Executive Director
- Executive Assistant

Inclusion and Equity Council

Inclusion and Equity Council created, composed of unit representatives delegated by their dean/vice president, and community representatives.

External Members Include:

- Americana World Community Center
- Asia Institute Crane House
- Fairness Campaign
- La Casita Center
- NAACP
- The Louisville Urban League

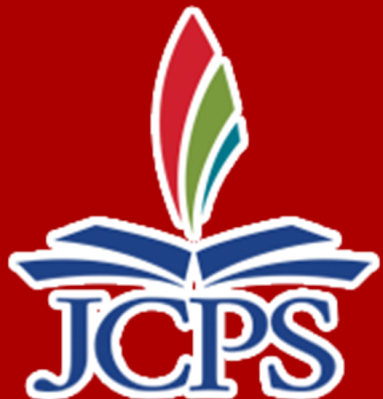


Where we are- Pipeline Programs

- Explore Pathways

- Recruiting Future Cards:

- 500 JCPS Students
 - October (UofL fall break)
 - Provide students with a chance to visit UofL colleges and unit representatives



- Cardinals Rising

- 200 student cohort model:

- Partnering with JCPS Schools
 - Black and Brown Males*
 - 7th – 12th grade
 - Launch Fall of 2023

*open to all participants





Juneteenth Keynote: Dr. Terrell Lamont Strayhorn

Professor of Higher Education and Women's, Gender & Sexuality Studies at Illinois State University.

He has published 11 books and over 200 book chapters, journal articles and other scholarly publications. He believes strongly in connecting research findings to addressing broader social problems and putting research to practice, thus, he frequently writes Op-Eds, letters to editors, and blogs.

Terrell Strayhorn graduated with honors from Kempsville High School. He earned a bachelor's degree in music and religious studies from the University of Virginia (UVA), a master's degree in education policy from UVA's top-ranked School of Education, and a doctoral degree in higher education from Virginia Tech.



DEI Training for Senior Leadership Team (SLT) and Council of Academic Officers (CAO's)

Damon Williams Ph.D.

A visionary and inspirational leader, and also one of the nation's recognized experts in strategic diversity leadership, youth development, corporate responsibility, educational achievement, social impact, and organizational change.

Tentative Dates: Week of August 7th, 2023

**Office of Community Engagement (OCE)
Board of Trustee Update**

The Office of Community Engagement

- Susan Jenkins
- Henry Cunningham
- Felicia Gough
- **Ralph Fitzpatrick
- Douglas Craddock
- Pat Smith
- *Darrell Griffith



The Office of Community Engagement

Upward Bound/Trio

- Deirdra Beck
- Ecasia Burrus
- Denzel Robinson
- Chelsea Smith
- Travis Tandy
- Mary Thrope

**10 Student works/Tutors



DEFINING COMMUNITY ENGAGEMENT

Carnegie Classification

The collaboration between institutions of higher education and their larger communities (local, regional/state, national, global) for the mutually beneficial exchange of knowledge and resources in a context of partnership and reciprocity.

Anchor institution

The commitment to intentionally apply an institution's long-term, place-based economic power and human capital in partnership with community to mutually benefit the long-term well-being of both.

Institutional Memberships

The Coalition of Urban and Metropolitan Universities (CUMU)
The Engagement Scholarship Consortium (ESC)
International
The Association for Research on Service-Learning and
Community Engagement (IARSE)

COMMUNITY ENGAGEMENT

PARTNERSHIP: Ongoing collaboration with community partners for the mutually beneficial exchange of knowledge and resources in a context of partnership and reciprocity.

OUTREACH: Providing direct services, time, or resources to benefit a community or its institutions.

CURRICULAR ENGAGEMENT: Student involvement with external partners via UofL coursework.

ENGAGED SCHOLARSHIP: Faculty scholarly work done in partnership with the community.

Examples of Community Engagement in Louisville Metro



The **Louisville Green Heart** project is a first-of-its-kind study of the effects of plants on human health including the large-scale planting of trees and shrubs in south Louisville. With a multimillion-dollar investment in underserved Louisville neighborhoods, the Green Heart Project seeks to demonstrate the scientific link between nature and human health.



Diversion Options: **Voice and Empowerment (DOVE) Delegates** is a research and development partnership designing an alternative 911 response model that meets Louisville's unique needs, based substantially on input from the city's residents and those directly impacted.

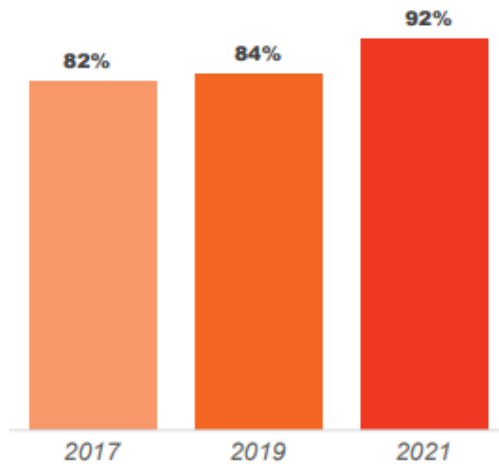


The **Student Philanthropy Program** involves four different courses taught in the College of Arts & Sciences where students learn the concept and importance of philanthropy as part of their courses. Students engaged in service and research with several community organizations and voted to award four of them, Americana Community Center, The Lord's Kitchen, Global Game Changers, and the Food Literacy Project with a \$1,000 mini grant to address a targeted issue identified by the students. The program is funded by a community philanthropist.



UofL partners with Metro Council, Public Works, and Brightside on community clean ups and neighborhood improvement efforts through **Cards Come Together**.

COMMUNITY ENGAGEMENT



Our partnership with UofL is having impact in the community
("Strongly Agree" & "Agree")

- UofL Community Partner Survey

Examples of Community Engagement across the Commonwealth



The UofL Trager Institute manages an initiative to **improve the health and well-being of older adults in underserved communities** across Kentucky through a coordinated approach consisting of direct care coordinate, workforce development, community organizing, and resources for persons with Alzheimer's Disease and Related Dementia.



In a **focus on teacher shortages** across the state, the College of Education & Human Development and the Ohio Valley Educational Cooperative partner on a teacher residency program offering college graduates with a degree other than education the opportunity to earn a master's degree and teaching certification in one year, in exchange for their commitment to teach.



UofL Health has entered into a partnership agreement with Carroll County Memorial Hospital allows more patients, communities and providers to benefit from the specialty expertise of UofL Health's more than 800 academic health providers. The partnership is **addressing barriers to health care** identified in CCMH's Community Health Needs Assessment.



A new clinical site in Shelbyville, Kentucky, makes it possible for the UofL School of Dentistry to further fulfill its mission of **improving the oral health of Kentuckians**. The dental practice gives dental students a community site to learn alongside a full-time licensed dentist.

PLACE BASED INITIATIVE WITH WEST LOUISVILLE

Community Engagement



U of L Community Engagement Council – Council consisting of community partners as well as U of L students, faculty, and staff to help facilitate improved communication, coordination, and collaboration between the university and our community. The council will support the university's strategic objectives in building mutually beneficial partnerships and positive relationships with key community - based organizations, activities and community members.



Place Based Partnerships - West Louisville residents experience educational, health, economic and social disparities as can be found in many other urban communities. It is a community of nine historic neighborhoods whose residents take pride in their schools, churches, parks and other community assets



The Federal TRIO Program Expansion- Upward Bound and Talent Search, are outreach and student services programs designed to identify and provide services for individuals from disadvantaged backgrounds. Currently in all 24 JCPS High Schools with opportunity for additional capacity in JCPS middle schools



Target Area Schools - The Signature Partnership focuses on five schools in west Louisville. UofL faculty, staff, and students team up with other community partners to work with teachers, students and parents of students in the targeted area schools. The goal is to help students perform to the best of their abilities and to reduce or eliminate barriers to learning in an effort to improve educational attainment levels of community residents

COMMUNITY ENGAGEMENT SPRING ACTIVITIES



Engaged Scholarship Symposium – The symposium is a full-day convening of faculty, staff, students, and community partners who present about their community engaged teaching/learning, research, and outreach activities. Dr. Morales will be the keynote, she is the Executive Director of the Carnegie Elective Classifications.



UofL @ Central-Central & Academy at Shawnee Goes Red Day
This day brings together all academic units from the Health Sciences Campus (HSC) and Engineering, Law, Education & Human Development, and Business from Belknap Campus as well as Admissions, Financial Aid, and Upward Bound. The purpose of the day is to showcase programs offered by UofL and the admission requirements for these programs. The aim is to inform students in high school about these programs and to create a pipeline to UofL.



Black Business Summit - UofL committed to engaging with the local community to increase awareness of potential opportunities for supplier diversity and develop mutually beneficial relationships with all businesses



Cards Come Together - UofL partners with Metro Council, Public Works, and Brightside on community clean ups and neighborhood improvement efforts through

QUESTIONS?