

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

January 25, 2024

In Open Session

Members of the University of Louisville Board of Trustees met in the Jefferson Room, Grawemeyer Hall, Belknap Campus, on January 25, 2024, at 1:02 p.m., with members present and absent as follows:

Present: Ms. Mary Nixon, Chair
Mr. Jerry Abramson
Dr. Larry Benz
Dr. Raymond Burse
Mr. Al Cornish
Ms. Katie Hayden
Mr. Brian Lavin
Mr. Kevin Ledford
Ms. Diane Medley
Dr. Eugene Mueller
Mr. James Rogers
Ms. Sherrill Zimmerman

Absent: Ms. Diane Porter

From the
University: Dr. Kim Schatzel, President
Dr. Gerry Bradley, Interim Provost
Mr. Dan Durbin, Executive Vice President for Finance and Administration
Dr. Jon Klein, Interim Executive Vice President of Research and Innovation
Ms. Angela Curry, General Counsel and Vice President for Legal Affairs
Dr. Douglas Craddock, Vice President for Community Engagement
Mr. Brent Pieper, Vice President for University Advancement
Dr. Michael Mardis, Vice President for Student Affairs, Dean of Students
Mr. Lee Gill, Vice President for Institutional Equity
Ms. Sandy Russell, Vice President for Risk, Audit, and Compliance
Mr. Josh Heird, Vice President for Athletics
Mr. John Drees, Vice President for Communications & Marketing
Dr. Jeff Bumpous, Interim Vice President for Academic Medical Affairs
Mr. Rick Graycarek, Vice President for Budget and Finance
Ms. Julie Dials, Associate Vice President for University Advancement
Dr. Gail DePuy, Senior Vice Provost
Ms. Michelle Comer, Treasurer
Mr. Jerry Johnson, Chief of Staff to the Executive Vice President for Finance
Mr. Chris Wooton, Director of Internal Communications
Ms. Sarah Lopez, Chief of Staff to the Provost

Dr. Amy Lingo, Interim Dean, College of Education and Human Development
Mr. Marvin Mitchell, Deputy Athletic Director
Ms. Julia Colins, Director of Budget and Financial Planning
Ms. Jill Mullaney, Interim Executive Director Business Operations
Mike Jett, Instructor in the Department of Health & Sport Sciences
Dr. Thomas Rockaway, Associate Dean at the Speed School of Engineering
Dr. Martin G. O'Toole, Associate Professor of Bioengineering
Dr. Patricia Soucy, Associate Professor of Bioengineering
Dr. Ayman El-Baz, Chair of Bioengineering
Dr. Randy C. Whetstone, Program Dir. of Organizational Leadership & Learning
Lt. Col. Jessie Murnock, Senior Director of Presidential Operations
Ms. Kaelah McMonigle, Executive Assistant to the VP for Legal Affairs
Mr. Jake Beamer, Dir. of Governance & Strategic Initiatives & Asst. Secretary

From the UofL

Foundation: Mr. Keith Sherman, Executive Director and COO

From UofL

Health: Dr. Jason Smith, Chief Medical Officer

Guests: Ms. Shannon Tivitt

I. Call to Order

The Chair read the roll and having determined a quorum present, called the meeting to order at 1:02 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.

President Schatzel recognized and introduced Ms. Tivitt who is joining the university on February 1, 2024, as Vice President for Government Relations.

Consent Agenda

Chair Nixon read the consent agenda as follows:

- **Approval of Minutes, 10-25-2023**

- **Ratifications from the Executive & Compensation Committee, 12-14-2023**
 - **Personnel Matters from 9-21-2023**
 - **2024 Grawemeyer Awards**
 - **Revised Personnel Document for the College of Arts & Sciences**
 - **Revised Bylaws for the College of Arts & Sciences**
 - **Revised Bylaws for the Brandeis School of Law**
 - **Personnel Matters**
 - **Promotion and Tenure**
 - **Establishment of an Endowed Chair in Immunogenomics**
 - **Amended Lease Agreement for EVPRI in Atria Bldg.**
 - **December Degree Candidates**

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

The motion passed.

II. Action Item: New Academic Programs

Provost Bradley briefed the board on recommendations to approve four new academic programs: Bachelors of Science in Applied Engineering, Biochemistry, Exercise Physiology, and a Master of Science in Artificial Intelligence in Medicine.

He then fielded questions from trustees.

Bachelor of Science in Applied Engineering

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

President's recommendation that the Board of Trustees approve the creation of the Bachelor of Science in Applied Engineering effective Fall 2024.

The motion passed.

Bachelor of Science in Biochemistry

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

President's recommendation that the Board of Trustees approve the creation of the Bachelor of Science in Biochemistry effective Fall 2024.

The motion passed.

Bachelor of Science in Exercise Physiology

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

President’s recommendation that the Board of Trustees approve the creation of the Bachelor of Science in Exercise Physiology effective Fall 2024.

The motion passed.

Master of Science in Artificial Intelligence in Medicine

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

President’s recommendation that the Board of Trustees approve the creation of the Master of Science in Artificial Intelligence in Medicine effective Fall 2024.

The motion passed.

III. Action Item: Endowed Chair in Nano-Enabled Medicine & Healthcare

Mr. Pieper briefed the board on a recommendation to create an Endowed Chair in Nano-Enabled Medicine and Healthcare for the benefit of the Council on Postsecondary Education Endowment Match Program. The name of the position would be titled the “Samuel C. Robinson Endowed Chair in Nano-Enabled Medicine and Healthcare” and is in support of the J.B. Speed School of Engineering.

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

President’s recommendation that the Board of Trustees approve the use and establishment of the Samuel C. Robinson Endowed Chair in Nano-Enabled Medicine and Healthcare, and further authorize the President or her designee to execute any documents required to complete the creation of this new endowed fund.

The motion passed.

IV. Report of the President

President Schatzel introduced Mr. Sherman who provided the quarterly update to the Board of Trustees regarding the UofL Foundation, using the **attached** presentation. He then answered trustees’ questions.

President Schatzel thanked Mr. Sherman for his update.

The president then introduced Vice President Gill who provided a status update on the president’s goal to establish and begin implementation of an Institutional Equity and Inclusion Strategic Plan, inclusive of but not limited to these university-wide outcomes:

- Establish policies, processes and practices that pursue a sustainable and inclusive campus community where diversity is valued and members from all identities, demographics, life experiences, abilities, and ideologies are welcomed and supported.

- Provide education and scholarship opportunities to support students, faculty, and staff to address and advance equity and inclusion at UofL so that all members can thrive and reach their fullest potential.
- Establish policies, processes, and practices that attract, retain, and develop high-caliber faculty and staff.
- Establish processes for regular data collection and reporting on progress related to education and scholarship; recruitment, retention, and success; and campus community.

Using the **attached** presentation, Mr. Gill shared with the board information about the stakeholders that will inform the strategic planning process, the institutional equity team and assistant/associate deans and directors for diversity, equity, and inclusion, and the ways in which the former Cardinal Anti-Racism Agenda (CARA) is influencing the strategic plan.

President Schatzel thanked the vice president for his update.

The President then introduced Dr. Bumpous who provided a status update on the president's goal to further partnership with UofL Health to advance alignment with the university and support efforts to achieve an academic health system that represents contemporary best practice in teaching, research, and clinical domains.

Dr. Bumpous shared the **attached** presentation with the board which highlighted the work to support development of a unified, actionable vision for greater sustained success for the academic health enterprise. He then fielded questions from board members.

Dr. Smith then provided a UofL Health operations update using the **attached** presentation. He noted various statistics related to patient volumes, the number of physicians in the UofL Health network, the growth of the UofL Heart Hospital, strategic initiatives, and financial activities. He concluded his presentation with Kentucky Medicaid quality metrics and fielded questions from trustees.

President Schatzel thanked Drs. Bumpous and Smith for their updates.

The President then introduced Mr. Durbin who, using the **attached** presentation, displayed an overview of the budget to actual status of financial activity since November 2023. Mr. Durbin highlighted revenues, expenditures, margin, and liquidity.

After fielding questions from trustees, Mr. Durbin recognized Mr. Graycarek who is leaving the university. Chair Nixon thanked Mr. Graycarek for his service to the university.

Mr. Durbin then introduced Ms. Comer as the university's new Treasurer.

President Schatzel thanked the Executive Vice President for his update, echoed the chair's sentiment regarding Mr. Graycarek, and welcomed Ms. Comer.

The president then recognized Provost Bradley who provided a brief update on preliminary data on undergraduate and graduate enrollment rates, and new student applications and the demographics of those applications.

Dr. Bradley also shared preliminary data on fall-to-spring retention rates and specified that two consultants have been working with leaders in the College of Business on a weekly basis to ensure accreditation materials are completed thoroughly and submitted by the spring deadline.

The president thanked the provost for his update and that concluded her report.

V. Report of the Chair

The chair recognized Ms. Hayden who shared with trustees information regarding the RaiseRed Dance Marathon, the largest student-run philanthropic organization on UofL's campus, which is being held on February 24, 2024. She entreated her colleagues to participate and provided involvement opportunities.

The SGA president also shared a video from Governor Andy Beshear about the Commonwealth Cup where UofL, UK, and WKU fundraise to fight pediatric cancer.

Chair Nixon thanked Ms. Hayden for providing this information.

VI. Executive Session

Dr. Burse made a motion, which Mr. Cornish 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 2:41 p.m.

VII. Open Meeting Reconvenes

The open meeting reconvened at 3:42 p.m. The chair reported that the board discussed proposed or pending litigation. The board then took the following action:

Resolution Concerning Authorization and Delegation to the President Regarding a Matter with the Department Of Education

Mr. Abramson made a motion, which Dr. Mueller seconded, to approve the following:

Resolved, pursuant to the Board of Trustees Resolution dated September 22, 2016, related to the resolution of litigation and Section II(g) of the Board of Trustees Resolution regarding financial transactions, the Board hereby authorizes and delegates authority to the President to take all necessary and appropriate steps in connection with the University's appeal of the Department of Education's Notification of Fine, including but not limited to full resolution thereof.

The motion passed.

VIII. Adjournment

Having no other business to come before the board, Ms. Medley made a motion, which Mr. Ledford seconded, to adjourn. The motion passed and the meeting adjourned at 3:43 p.m.

Approved by:

 Signature on file _____
Assistant Secretary

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

January 25, 2024

In Executive Session

Present: Ms. Mary Nixon, Chair
Mr. Jerry Abramson
Dr. Larry Benz
Dr. Raymond Burse
Mr. Al Cornish
Ms. Katie Hayden
Mr. Brian Lavin
Mr. Kevin Ledford
Ms. Diane Medley
Dr. Eugene Mueller
Mr. James Rogers
Ms. Sherrill Zimmerman

From the
University: Dr. Kim Schatzel, President
Ms. Angela Curry, General Counsel and Vice President for Legal Affairs
Ms. Kaelah McMonigle, Executive Assistant to the VP 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 2:41 p.m.

II. Proposed or Pending Litigation

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


III. Personnel Matters

No personnel matters were discussed.

IV. Adjournment

Mr. Ledford made a motion, which Dr. Mueller seconded, to adjourn the executive session. The motion passed, and the session adjourned at 3:41 p.m.

Approved by:


Signature on file _____
Assistant Secretary

RECOMMENDATION TO BOARD OF TRUSTEES

Academic and Student Affairs Committee – September 21, 2023

Executive and Compensation Committee – September 21, 2023

The President recommends that the following personnel recommendations be approved by the Board of Trustees.

College of Business

Daniel Bennett, PhD, Professor (Tenured) of Management and Entrepreneurship; additional appointment as the Cobb Family Professor of Entrepreneurship, November 1, 2023 through June 30, ~~2023~~2028.

Notable Accomplishments:

Dr. Bennett is an accomplished scholar with experience as Associate Director of the Center for Free Enterprise since 2022. He is an editor for the Small Business Economics Journal and has directed the PhD program in the College of Business, also since 2022.

Selection Process:

Is being named as endowed chair consistent with Dean’s recommendation; department vote and Personnel Committee vote.

Salary Data:

Current base salary:	\$ 161,023.50
Current supplement:	\$ 15,000.00 (Associate Director, Center for Free Enterprise)
Current supplement:	\$ 7,000.00 (PhD Program Director)
Current total:	\$ 183,023.50

Proposed base salary:	\$ 161,023.50
Proposed supplement:	\$ 15,000.00 (Associate Director, Center for Free Enterprise)
Proposed supplement:	\$ 7,000.00 (PhD Program Director)
Proposed supplement:	\$ 10,000.00 (Cobb Family Professorship)
Proposed total:	\$ 193,023.50

Budget impact: \$ 10,000.00

Median benchmark comparison:	\$ 154,700
Benchmark position title:	Associate Professor
Benchmark source:	AACSB Data Direct
Year of benchmark data:	2022-2023
Benchmark data number of incumbents:	58
Benchmark data number of institutions:	49

Sandeep Goyal, PhD, Professor (Tenured) of Information Systems, Analytics and Operations; additional appointment as the Brown and Williamson Professor of Information Systems, Analytics and Operations, November 1, 2023 through June 30, ~~2023~~2028.

Notable Accomplishments:

Dr. Goyal is a Tenured Professor in the Department of Information Systems, Analytics and Operations, and an accomplished scholar. He is the program director for both the online and in-person Master of Science in Business Analytics (MSBA) programs, as well as Director of International Graduate Student Recruitment in the College of Business.

Selection Process:

The College of Business Personnel Committee voted on the appointment and the Dean is making the recommendation.

Salary Data:

Current base salary: \$ 211,673
Current supplement: \$ 15,000 (Director, International Graduate Student Recruitment)
Current supplement: \$ 30,000 (Director, MSBA Program)
Current supplement: \$ 30,000 (Director, Online MSBA Program)
Current total: \$ 286,673

Proposed base salary: \$ 211,673
Proposed supplement: \$ 15,000 (Director, International Graduate Student Recruitment)
Proposed supplement: \$ 30,000 (Director, MSBA Program)
Proposed supplement: \$ 30,000 (Director, Online MSBA Program)
Proposed supplement: \$ 10,000 (Brown and Williamson Professorship)
Proposed total: \$ 296,673

Budget impact: \$ 10,000

Median benchmark comparison: \$ 160,300
Benchmark position title: Professor, Computer/Management Information Systems
Benchmark source: AACSB Data Direct
Year of benchmark data: 2022-2023
Benchmark data number of incumbents: 664
Benchmark data number of institutions: 265

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

BOARD ACTION:

on December 13, 2024
Passed X
Did Not Pass _____
Other _____


Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE PERSONNEL POLICIES AND
PROCEDURES DOCUMENT OF THE
COLLEGE OF ARTS AND SCIENCES

Academic & Student Affairs Committee – December 14, 2023
Executive & Compensation Committee – December 14, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the revised College of Arts and Sciences Personnel Policies and Procedures document in the form [attached](#) hereto.

BACKGROUND:

A red-lined version of revisions is also [attached](#).

The revisions are minor and include the following:

- 1) “Probationary” has been changed to “tenure-track” for consistency.
- 2) The promotion process for part-time lecturers has been revised:
 - Proficient teaching is required; other areas of proficiency may augment the teaching record.
 - Promotion to the highest rank requires proficient rather than exceptional performance.
 - The number of student evaluation documents required for the promotion dossier has been decreased.

The revised document has been approved by the faculty and recommended by the Dean of the College of Arts and Sciences.

The proposed changes were reviewed by the Office of the Provost and General Counsel. The Interim University Provost joins the President in making this recommendation.

COMMITTEE ACTION:

Passed X
Did Not Pass _____
Other _____

BOARD ACTION:

Passed X
Did Not Pass _____
Other _____

Assistant Secretary

Assistant Secretary

_ Signature on file _____

Signature on file _____

Personnel Policy and Procedures

(Note: Throughout this document, "department" is used as a generic term to include division or program.)

Article 1 - Faculty Appointments and Tenure

Section 1.1 - Types of Appointments

A. Any full-time faculty appointment shall be one of three kinds:

1. nontenurable (Section 1.2)
2. tenure-track (Section 1.3)
3. tenure (Section 1.4)

B. Part-time appointments

1. Part-time faculty shall be those appointed by contract to teach specified courses or perform specific duties less than full time. The Dean may appoint or reappoint part-time faculty for each academic term at the convenience of the University on standard contract terms approved by the Executive Vice President and University Provost. No part-time appointment, continuation, or renewal thereof, regardless of assignment or seniority, shall result in acquisition of tenure or imply renewal for subsequent periods. Part-time faculty shall hold rank according to education and experience. Part-time faculty shall be reviewed in writing annually, and these evaluations will be maintained in the Dean's Office. Part-time faculty are not eligible for sabbaticals or other academic leaves. Part-time faculty may participate in university and unit governance as permitted by University and College Bylaws. Such service shall be accounted for and recognized in the individual contract.

2. Ranks

- a. In normal circumstances, persons appointed at the rank of Lecturer shall hold a graduate degree in the field in which they teach. In extraordinary situations, however, they may instead present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall, in any event, give promise of proficiency in teaching, or, if applicable, performing specific duties stipulated in their contract.
- b. In normal circumstances, persons initially appointed at the rank of Senior Lecturer I shall hold the recognized terminal degree in the field in which they teach. Those holding the rank of Lecturer may be promoted to Senior Lecturer I on the basis of a record of proficient teaching, and, if applicable, service and / or research and creative activity in the College.

- c. Promotion to the rank of Senior Lecturer II recognizes proficient performance in teaching and, if applicable, in service and/or research and creative activity.
3. Procedures for Evaluations for Promotion of Part-time Faculty
- a. Promotion may be considered after a part-time faculty member has held one rank for at least ten semesters in no fewer than five years in the College. (Summer teaching counts as one semester.) A part-time faculty member whose promotion is denied must wait at least four more semesters before requesting promotion again.
 - b. Part-time faculty initiate their promotion reviews by submitting to their department chair a promotion file that includes a curriculum vitae, annual College merit evaluations, a summary sheet including numerical teaching evaluations, their ten most recent student evaluations of teaching, peer reviews of teaching, and syllabi (if developed by the part-time faculty member); if applicable, promotion files may also include teaching awards, evidence of course or curriculum development and / or evidence of research and creative activity.
 - c. The promotion file is first reviewed by the department chair and then forwarded to the Dean for review. If the part-time faculty member responds to the chair's written evaluation, the response will also be forwarded to the Dean. The Dean will provide a written review of the evidence in the file. The part-time faculty member may appeal the decanal evaluation and recommendation. All evaluations and responses shall become a permanent part of the part-time faculty member's file.
 - d. The College of Arts and Sciences Personnel Committee will act as the College Committee on Appeals. Any part-time faculty member may request a review by the Arts and Sciences Personnel Committee of the Dean's decision on a promotion case. The result of that review will then be forwarded to the Dean as a recommendation.
 - e. The Dean of the College shall establish such guidelines and deadlines as shall be necessary to ensure uniformity, efficiency, and effectiveness in implementing the review and evaluation process. These guidelines, however, cannot create new policy but are restricted to administration of the current personnel policy. Such guidelines and any subsequent changes must be approved by the College of Arts and Sciences Personnel Committee.

C. Emeritus faculty

The honorary title of Emeritus faculty may be conferred upon retired faculty if requested by the department or unit faculty and the Dean, and if approved by the President and Board of Trustees. The University community can benefit greatly from Emeritus Faculty presence on campus and continued professional activities, including teaching, research, and service.

Therefore, Emeritus Faculty should be provided library and email privileges and support facilities. They may also assist with undergraduate and graduate research projects, and they may undertake primary supervision of new student research projects with the approval of the Dean.

D. Adjunct Faculty

Adjunct appointments are normally offered to persons who are not full-time faculty members of the College or Arts and Sciences but with whom the College or one of its departments wishes to establish a formal relationship. Adjunct faculty members are expected to have the same academic qualifications as member of the regular faculty, and they may hold rank from adjunct instructor to adjunct professor. Persons holding adjunct appointments may be chiefly employed by a school or university other than the University of Louisville, by the University of Louisville in a non-academic position, or by another organization. They are not normally compensated as adjunct faculty but may be compensated by contract for specific part-time services. Adjunct appointments are for terms of up to three years and they may be renewed.

Section 1.2 - Nontenurable Full-Time Appointments

A. Temporary Appointments

Temporary appointments to the various academic ranks are those made for less than one year or for special purposes. In no case shall temporary appointments or renewals result in the acquisition of tenure. Temporary faculty shall not be eligible for tenure or count toward time for acquisition of tenure, regardless of assignment or seniority. Temporary faculty are not eligible for sabbaticals or other academic leaves but will have access to the same grievance procedure as other full-time faculty. (See Redbook Appendix A)

B. Term Faculty Appointments

1. All nontenurable full-time faculty who do not hold temporary appointments will be called Term Faculty.
2. Term faculty shall be full-time faculty appointments without tenure for a stipulated contract period not to exceed three years. Such appointments are not tenure-track appointments and no such appointments, continuation, or renewal thereof shall result in acquisition of tenure or implied renewal for subsequent terms. Term faculty are not eligible for sabbaticals.
3. Term faculty may be funded through general funds, restricted funds, or clinical revenues. The number of term faculty appointments funded through general funds must be fewer than 20 percent of the total number of tenure-track and tenured appointments in the College.
4. Term faculty appointments may be renewed at the pleasure of the University if the Chair of the department and the Dean determine that the services of the incumbent are needed for the renewal term.

5. Faculty on term appointments may apply for and be appointed to tenure-track appointments.
6. Term faculty shall meet the minimal standards for tenure-track appointment at the designated rank, although specific variation in assignments may be designated in the contract and specified in the Annual Work Plan.
7. Participation in College Governance shall be specified in the College By-Laws.
8. Working with the department Chair, term faculty shall present an Annual Work Plan for the approval of the Dean. The work plan shall specify the responsibilities of the faculty member for teaching, research and creative activity, service, and other institutional obligations for the faculty member's presence on campus.
9. Annual review of term faculty shall be initiated by the designated departmental review committee and shall follow the process for annual review of tenure-track or tenured faculty. Assessment for annual review shall include teaching, research and creative activity, and service, but review shall consider only those areas assigned in the Annual Work Plan.
10. Term faculty whose annual reviews attest to their proficiency shall receive a salary increase as outlined in the Dean's Guidelines.
11. Promotion in rank may be considered after a term faculty member has served five years in rank. Procedures for the promotion of term faculty shall be the same as for tenure-track or tenured faculty (see sections 2.2 and 2.3). Criteria shall include proficiency in teaching, research and creative activity, and service, but only the areas included in the contract or in the Annual Work Plan will be assessed. A term faculty member who does not hold the terminal degree (Instructor) may be promoted to the rank of Senior Instructor I. Candidates who are eligible for further promotion in accordance with the College of Arts and Sciences policies (that is, after five years in this rank) may be promoted to the rank of Senior Instructor II. These ranks mirror those designated for term faculty members who possess the terminal degree (A] Instructor [Term]: Assistant Professor Term; B] Senior Instructor I: Associate Professor Term; and C] Senior Instructor II: Professor Term) but apply to term faculty members who do not possess the terminal degree or its equivalent.
12. Extramural review shall be required for promotion for those term faculty whose annual work plans include research and creative activity.
13. Term faculty will have access to the same grievance procedure as other full-time faculty. (See Redbook 4.4 Appendix A.)

Section 1.3 - Tenure-track Appointments

A. Definition

Tenure-track appointments shall be appointments of full-time faculty members without tenure other than those described in Section 1.2, provided, however, that no tenure-track appointment to the College shall extend beyond the period when tenure is normally granted (Section 2.2).

B. Instructors

Tenure-track appointments to the rank of instructor shall be made only under extraordinary circumstances. If such appointments are made, they will be for stipulated terms of one year each and the persons appointed as instructors shall have completed all work required for the award of the required terminal degree in their area of specialization, with the exception of the thesis or dissertation. They shall, in any event, give promise of proficiency in teaching, research and creative activity, and service.

C. Assistant and Associate Professors

Tenure-track appointments to the rank of assistant or associate professor shall be for stipulated terms not to exceed two years for the initial appointment, nor three years for appointments made thereafter.

In normal circumstances, persons appointed as assistant professors shall hold the recognized terminal degree in their field of specialization. In extraordinary situations, however, they may instead present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall, in any event, give promise of proficiency in teaching, research and creative activity, and service.

In normal circumstances, persons appointed or promoted to the rank of associate professor shall hold the recognized terminal degree in their field of specialization. In extraordinary situations, however, they may instead present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall have shown evidence of having attained proficiency in teaching, research and creative activity, and service, and shall give promise of continuing performance at proficient levels in these areas. The evidence of both proficiency and continuing promise of proficiency in research and creative activity shall include extramural evaluation.

D. Professors

Professors shall be awarded tenure if employed subsequent to the initial tenure-track period. In normal circumstances, persons appointed or promoted to the rank of professor shall hold the recognized terminal degree in their field of specialization. In extraordinary situations, however, they may instead present evidence of having completed a body of research,

scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall show evidence of having attained proficiency in teaching, research and creative activity, and service and of superior achievement and recognition in at least one area and shall give promise of continuing performance at or above such levels. Evaluation of scholarship shall include extramural evaluation.

Section 1.4 - Tenure Appointments

A. Definition

Tenure is the right of certain full-time faculty personnel who hold academic rank to continuous full-time employment without reduction in academic rank until retirement or dismissal as provided in The Redbook. Tenure is granted in an academic unit in accordance with the procedures established in The Redbook.

B. Tenure Recommendations

Recommendations concerning the award or denial of tenure shall originate in the faculty of the College. In normal circumstances, tenure shall be recommended for persons promoted to the rank of associate professor or professor who already hold academic appointment in the College of Arts and Sciences. Tenure may be recommended for persons whose initial appointment in the College is at the rank of associate professor or professor. Persons recommended for tenure shall hold the recognized terminal degree in their field of specialization or shall present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. Persons recommended for initial appointment as associate professor or professor shall meet the criteria stipulated for promotion to those ranks. Waivers or accords about credit toward tenure shall be stipulated in the letter of offer.

C. Establishment of Tenure Date

For tenure-track appointments, the date of mandatory tenure and the number of years of previous full-time service to be counted toward acquisition of tenure shall be stipulated by the Executive Vice President and University Provost and agreed to in writing by the nominee before the appointment is made by the Board of Trustees.

Article 2 - Faculty Personnel Reviews

Personnel reviews shall be based upon peer evaluation of a documentary record that includes qualitative and quantitative evidence of performance. Proficiency in the areas of teaching, research and creative activity, and service shall normally be required of all faculty members, unless responsibility for some area or areas is excepted in this document or specified in writing at the time of the initial appointment.

Section 2.1 - Annual Reviews

A. Areas of Activity

The personnel reviews of the College shall consider evidence in the areas of teaching, research and creative activity, and service. The reviews will reward performance in the short term and seek to reinforce desirable patterns of career advancement and to foster the development of excellence in the College of Arts and Sciences. Performance evaluations shall be based on merit, including contributions to the missions of the department, the College, and the University. Evaluations must consider those areas of activity for which the approved annual work plan indicates a faculty member's responsibility, and no faculty member may be penalized for non-performance in any area of activity for which the faculty member has no assigned responsibility. Faculty members may be rewarded for activities that are not represented on the Annual Work Plan.

B. Procedures

1. Every faculty member and instructor of record shall be reviewed annually.
2. The following policies apply to the review of full-time faculty.
 - a. The annual reviews shall become part of the record for all subsequent personnel reviews and the basis for salary increases. Annual reviews shall take into consideration achievement for the year under review and the two years preceding it. The reviews will be preserved in the Dean's Office and the individual faculty members will be responsible for maintaining the documentation supporting each annual review for all future reviews.
 - b. Each faculty member shall be given an opportunity to present documentation of performance and effort relative to the annual work plan during the review period. Tenure-track and tenured faculty are entitled, upon their request, to extramural review in annual review. The Dean's Office shall announce in its Annual Calendar of Deadlines the date by which such documentation must be received.
 - c. Annual review may take into account career patterns of accomplishments as reflected in the curriculum vitae and in any submitted statement of progress.
 - d. Each faculty member must submit to the department personnel committee a curriculum vitae, Annual Work Plans, and information relevant to quality of instruction for the review period, including copies of results of student evaluations for all courses taught at the University of Louisville during the review period. The department personnel committee shall submit a performance evaluation of each faculty member to the Chair, who shall submit a subsequent performance evaluation to the Dean. The Dean's performance evaluation is final, subject to appeal under 2.1.C.5.

3. Each part-time faculty member must provide materials to a designated department administrator who will submit a performance evaluation to the Dean. Copies of results of student evaluations for all courses taught at the University of Louisville during the review period must be submitted, along with other materials to be determined by the department. Each part-time faculty member will be provided the performance evaluation in writing and shall be given the opportunity to respond to the evaluation and to any recommendations for improvement. The reviews will be preserved in the Dean's Office.
4. Annual review of Graduate Teaching Assistants is the responsibility of the graduate program in which they are enrolled. Copies of results of student evaluations for all courses taught at the University of Louisville during the review period must be reviewed, along with other materials to be determined by the graduate program.
5. Each faculty member will be informed of the performance evaluation in writing at each step of the process and shall be given the opportunity to respond to the evaluation and to any recommendations for improvement or for salary increases so that timely adjustments may be made before the Dean's final recommendation.
6. Faculty who have administrative appointments shall be reviewed for their administrative services as well as for their other faculty responsibilities. Such reviews will be initiated by the department and will involve consultation with appropriate faculty and administrators. Each department shall develop specific policies for the evaluation of Chairs. These must include gathering specific assessments of the Chair's performance from individuals such as the Dean. The department Chair, together with the department personnel committee, will be responsible for identifying such individuals. The form of such reviews shall be established within the Dean's Guidelines. These evaluations must be incorporated into the annual review of that individual.
7. In cases where a faculty member has a joint appointment, the annual review will be conducted in accordance with procedures established in the Dean's Guidelines.
8. A minimum of three tenured faculty members will serve as the department personnel committee. No person may participate during deliberation of his or her own case. If it is impossible to form a qualified committee of three faculty members in a given department, that committee will be augmented. The chair of the personnel committee shall submit to the Dean a list of proposed members from the College and the Dean will make the selection. The reviewee has the right of peremptory challenge up to the number of three before such list is submitted to the Dean.
9. Department committees, Chairs or the Dean may request to see evidence of performance at any stage of the review process.

C. Distribution of Funds

1. Two percent (2 percent) of the annual-review money allocated to the College will be used to accommodate successful appeals. Any funds remaining from this 2 percent will be distributed to the departments as outlined in C.2.

2. The Dean will distribute the remaining annual-review money allocated to the College for full-time faculty as a uniform percentage of the year's base full-time faculty salary for each department, unless some alteration in that uniform percentage is warranted by changes in the department's relative level of performance. Any changes shall be made in consultation with the Personnel Committee and the Planning and Budget Committee.

The Dean shall report to the faculty and to the Executive Vice President and University Provost the frequency distribution of the percentage salary increases received by all faculty members and describe the evaluation procedure used to determine these increases. Recommendations for awards will be based on a system that defines overall performance as (1) not proficient, (2) proficient, (3) highly proficient, and (4) exceptional.

After distribution of annual-review funds to departments (as determined in C.2.), awards to individuals will be made according to the approved department policy. No department policy shall be implemented until approved by the College Personnel Committee and the Dean.

3. Each department shall recommend the reward associated with each category of performance in accordance with the system developed by that department. No reward shall be given for an overall performance of "not proficient." No department shall recommend annual awards that total more than the funds allocated to it under C.2.
4. A recommendation by the Dean for no salary increase must be submitted to the Executive Vice President and University Provost for approval, and must include reasons that performance is considered unsatisfactory, as well as specific suggestions for improving performance. In the case of appeals of recommendation for no salary increase, the entire review file shall also be forwarded to the Executive Vice President and University Provost.
5. The College Personnel Committee will act as the College Committee on Appeals. Any faculty member may request a review by the Personnel Committee of the Dean's decision on an annual review. The result of that review will then be forwarded to the Dean as a recommendation.
6. Each year, when funds are received by the College for pay raises for part-time faculty, these funds must be used for that purpose. The Dean may also designate funds under his or her discretion for that purpose.

Section 2.2 - Tenure

A. Time Required

See Redbook 4.2.2.A.

B. Leaves of Absence

See Redbook 4.2.2.B.

C. Extension of Tenure-track Period

See Redbook 4.2.2.C.

D. Prior Service

See Redbook 4.2.2.D.

E. Early Tenure

See Redbook 4.2.2.E.

F. Criteria for tenure

1. Areas of Activity

Evidence of broad-based, proficient performance in teaching, research and creative activity, and service shall be required to sustain recommendations for tenure.

All evaluations of personnel shall take into consideration a faculty member's annual work plans during the period of review. Whenever used in this document, the word "proficient" shall be understood to mean "having satisfied capably all the special demands or requirements of a particular situation, craft, or profession."

2. Teaching

Proficient teaching stimulates active learning and encourages students to be critical, creative thinkers. It is carefully planned and continuously examined. Regardless of its setting, proficient teaching uses faculty expertise to deepen the way students understand the subject matter. Student evaluations must be complemented by a recent peer review of teaching effectiveness and other relevant evidence. Examples of such evidence may include, but are not limited to, teaching awards, course syllabi and other instructional materials, and evidence of mentoring students.

3. Research and Creative Activity

Research and creative activity is the process of expanding scholarly or creative work in one's discipline. Proficient research and creative activity is innovative; it illuminates present experience and knowledge. Evidence of proficiency in research and creative activity includes articles, books, exhibitions, grants, performances, presentations at conferences, and reports. In cases where the AWP's require particular forms of activity, evidence of proficiency in such particular activities must be presented.

4. Service

Service includes those tasks that are required for the functioning of the department, college, university, community, or profession. Community work that does not draw upon one's professional expertise is not included. Evidence of proficiency in service includes letters of recognition, performance evaluations, and other documentation.

G. Pretenure review

Pretenure review is a procedure whose purpose is to determine whether or not a faculty member is making satisfactory progress toward achieving tenure. A positive pretenure review is not a promise of an eventual tenure grant.

A pretenure review will take place at the mid-point of a faculty member's tenure-track period. No later than August 1 of the academic year in which the review is to take place, the department Chair shall inform the faculty member, in writing, that the review is to take place. All such correspondence shall become a part of the faculty member's file. In the event that an individual's career pattern does not fit the normal progression (e.g., the case of an individual coming to the University with three or more years of credit toward tenure) that case shall be treated on its own merits, determining whether or not the hiring process constituted a pretenure review. Pretenure review shall be conducted by the department personnel committee, Chair, college personnel committee, and Dean.

The standard for a positive pretenure review shall be a determination that continuation of activity, as documented in the file, is expected to fulfill the stated tenure criteria for the department(s) involved. In the event that the department evaluation is negative, the written evaluation must include recommendations to the faculty member for changing the situation documented in the course of the review.

Pretenure review shall involve an examination of activity in the areas outlined in Section 2.2.F. Standards of judgment for the areas of activity shall be the same as those outlined in Section 2.2.F, and in department statements of criteria for tenure. For the purpose of pretenure review, extramural review is optional. This option may be exercised by either the faculty member or the department personnel committee.

The record compiled for pretenure review shall be maintained intact as part of the evidence to be considered in tenure review.

H. Evaluation for tenure

1. Each faculty member eligible for tenure must be evaluated within twelve months after five years of service applied to tenure. Completion of the tenure-track period with positive annual performance evaluations and pretenure review shall not in and of itself constitute sufficient grounds for tenure.
2. Faculty members on tenure-track status shall be affected by any amendments to or changes in the criteria for tenure subsequent to their appointment. In such evaluations,

appropriate consideration will be given to the amount of time remaining in their tenure-track period when the change becomes effective.

3. If the recommendation of the Executive Vice President and University Provost, the Dean, or the Chair of the department is negative, the faculty member must be notified by certified mail. The faculty member may request a hearing before the University Faculty Grievance Committee. Any such request must be delivered on or before the tenth working day following notification by certified mail.

I. Procedures for Reviews and Evaluations for Tenure and Promotion

1. Before any formal consideration or recommendation goes forward there must be consultation with the reviewee and with all bodies charged with the formal conduct of the review to that point.
2. Faculty members have the right to initiate their own reviews, except as that right is restricted by the Redbook.
3. When a Chair of a department is under review for tenure or promotion the relevant committee will include among its members one member of the faculty within the College but external to the home department of the person under review. The Dean shall appoint that member of the committee.
4. Chairs initiate reviews for promotion and tenure by letter of notice to relevant committees, the Dean, and the Arts and Sciences Personnel Committee. At every stage of the review the candidate will have the opportunity to review all materials in the record, except for the identities of extramural reviewers.
5. All evidence entered in review must be submitted to the Dean with the Chair's recommendation. It is essential that the report of the department personnel committee, including the department vote and any minority report, accompany the Chair's recommendation. Once initiated, a promotion review or review for early tenure may not be stopped, except with the permission of the reviewee. A promotion or tenure review file must be compiled with the assistance of the faculty member, and the faculty member is allowed to add newly available evidence for reconsideration by the previous evaluators before the file is advanced to the Office of the Executive Vice President and University Provost. The file shall be closed, and no further evidence may be added to it after the file has reached the Office of the Executive Vice President and University Provost.
6. Evaluation of research and creative activity requires extramural review. The Dean shall solicit extramural referees chosen from a list of professionally expert and objective evaluators compiled and agreed upon by the reviewee and the reviewee's Chair.
7. Letters soliciting extramural reviews shall follow models drafted by the College personnel committee.

8. At each level of review there must be a letter of recommendation which includes a written evaluation of all evidence regarding teaching, research and creative activity, and service. At each level the reviewee has the right to respond to the evaluation. All such responses shall become a permanent part of the file under review.
9. In tenure and promotion cases, after examination of the evidence, each tenure-track and tenured faculty member in a department shall have a single vote and the Chair shall report the vote numerically. Individual departments may narrow these voting eligibility rules by rank and/or tenure status. Any alteration must be approved by a two-thirds majority of the department's tenured and tenure-track faculty members and must be incorporated into ins personnel policy, which is then subject to approval by the College Personnel Committee and the Dean. A department that has made such a change may elect to return to the standard A&S voting rules on tenure and promotion (with all tenure-track and tenured faculty eligible to vote); such a change must be approved by a simple majority of the department's tenured and tenure-track faculty members and is subject to approval by the College Personnel Committee and the Dean.

An eligible faculty member may have to choose whether to vote as a personnel committee member, administrator, or as a member of the department at large. A faculty member on a joint appointment whose dual departments match those of a jointly appointed candidate for tenure and/or promotion may vote in only one of those departments.

Ordinarily, department votes shall be by written ballot not marked with name, rank, tenure status, or other identifying information. The ballots shall become a permanent part of the file under review. Departments may agree to gather votes electronically (as in other college elections) as long as the electronic instrument provides for confidential and recordable voting, with votes reported anonymously, unmarked by rank, tenure status, or other identifying information. The instrument must ensure that only those who are eligible may cast votes and that no one can vote more than once on a given case.

10. A minimum of three tenured faculty members will serve as the department personnel committee to review every personnel action for tenure or promotion. In departments that have narrowed voting eligibility in tenure and promotion cases, in any given year, the committee must include three faculty members eligible to vote on the cases under consideration. Any person scheduled for review for promotion or tenure may not serve on the department personnel committee during the academic year in which the review takes place. If it is impossible to form a qualified committee of three faculty members from a department, that committee will be augmented. The chair of the department personnel committee will submit to the Dean a list of proposed members from the College and the Dean will make the selection. The reviewee has the right of preemptory challenge up to the number of six before the list is submitted to the Dean.
11. Joint appointments include 1) official, Board of Trustees (BOT)-approved appointments specified in the original Letter of Offer, and 2) ad-hoc arrangements between two departments (sometimes referred to in individual departments as "affiliate faculty").

i. BOT approved joint appointments

If a faculty member has appointments in multiple departments within the College of Arts and Sciences by action of the BOT, each of those units will evaluate his or her tenure or promotion file bearing in mind the percentage of the faculty member's appointment in each department. The department of primary appointment will initiate the review process and oversee the creation of a review file, and the complete dossier of the candidate for tenure and/or promotion will be made available to all departments involved in the review. In each of the departments, a recommendation will be prepared by the personnel committee, a faculty vote will be conducted, and a chair's report will be prepared. The reviews can take place simultaneously and the reports from all departments will be inserted into the candidate's review file prior to sending it on to the Office of the Dean.

In cases where the secondary appointment is 25% or less, the candidate may elect an alternate procedure in which one member from the secondary department shall be appointed to the personnel committee of the primary department for review of the case. This additional member will be selected by the Dean of the College from a list submitted by the Chair of the second department after the reviewee exercises his or her right to peremptory challenges, the number of which shall not exceed 50 percent of the faculty of the second department. The additional member will serve only in the evaluation and recommendation of the reviewee covered by this provision to the policy. In addition, the Chair of the second department shall write a letter of recommendation based on the reviewee's participation in that department. This letter, along with relevant evidence (for example, student evaluations, extramural reviews, etc.), shall be placed in the personnel file prior to review of the case by the department Chair of the primary department.

In either scenario, once the review file reaches the Office of the Dean, the review will continue as in the case of a faculty member with an appointment in only a single department. If the reviewee has an appointment involving the College of Arts and Sciences and another academic unit within the University, the A&S department involved will conduct its review in accordance with the policy and guidelines for tenure and promotion reviews in the College and, to the extent possible, the College will cooperate with the other University unit involved to facilitate its review.

In all cases, the Chairs of the relevant departments will collaborate on the creation of the Annual Work Plan (AWP) from the time of the initial appointment so that the departmental expectations and the faculty member's responsibilities in each department are transparent and equitable, particularly in the area of Service.

ii. Ad-hoc interdepartmental arrangements

A faculty member whose principal appointment is in one department but who contributes to the teaching, service, or research and creative activity of a second department on an ad-hoc (non-contractually obligated) basis is entitled, upon the faculty member's request, to be reviewed for personnel actions with the participation of the second department. Upon the faculty member's request, the review file will be made available to the chairperson of the second department, and the chairperson of the second department shall write a letter of recommendation based on the reviewee's participation in that department. This letter shall be placed in the personnel file prior to the review of the case by the chair of the department of principal appointment.

12. The Dean of the College shall establish such guidelines and deadlines as shall be necessary to ensure uniformity, efficiency, and effectiveness in implementing the review and evaluation process. These guidelines, however, cannot create new policy but are restricted to administration of the current personnel policy. Such guidelines and any subsequent changes must be approved by the College personnel committee.

Section 2.3 - Promotion in Rank

A. Criteria for Promotion from Associate Professor to Professor

1. The candidate for promotion shall present evidence of having attained proficiency in teaching, research and creative activity, and service, and of superior achievement and recognition in at least one area and shall give promise of continuing performance at or above such levels.
2. All evaluations for promotion in rank shall take into consideration a faculty member's annual work plans during the period of review. Evaluation of research and creative activity shall include extramural evaluation.
3. Whenever used in this document, the word "proficient" shall have the meaning specified in Section 2.2.F.
4. Whenever used in this document, "superior achievement and recognition" shall be understood to mean "having attained distinction, as recognized by one's peers, in a particular situation, craft, or profession."

B. Procedures for Reviews and Evaluations for Promotion in Rank

1. Each faculty member shall be reviewed for promotion in rank according to procedures specified in Section 2.2.I.

Section 2.4 - Periodic Career Review

The College assumes that faculty will ordinarily discharge their professional responsibilities by proficient performance in the areas of teaching, research and creative activity, and service and in accordance with their annual work plan (AWP). The periodic career review process examines evidence and reviews compiled over a five-year cycle.

A. Faculty with Tenure

Tenured faculty members shall undergo career review after every fifth year of service. When the review period ends in a sabbatical (or other leave), the periodic career review shall be deferred until the next academic year. A promotion shall replace a periodic career review.

Within thirty days of a periodic career review that identifies areas of deficiency, a faculty member, in consultation with the Chair or the Dean, shall prepare a career development plan, acceptable to the Dean, to remedy deficiencies within one year unless the Dean approves a

longer period.

B. Periodic Career Review: Stage 1

1. Each department personnel document will include a statement of expectations for "proficient performance" by tenured faculty. This statement will form the basis for periodic career reviews. Statements will be reviewed by the Dean to insure consistency with the mission of the College. After approval, each department will submit the statement to the Arts and Sciences Personnel Committee.
2. Annual reviews, the documentation supporting them, and a current curriculum vitae will be used as the evidentiary basis for periodic career reviews. The department Chair will review the five prior annual reviews. If a faculty member has four or five satisfactory reviews, the department Chair will forward a positive recommendation to the Dean of the College.
3. If a faculty member has more than one unsatisfactory review during the five-year period, the Chair will inform the department personnel committee so that the Chair and the department personnel committee can identify problems. If the department personnel committee and Chair do not think that mitigating circumstances account for the deficiencies, they will recommend a Stage 2 review. The recommendations of the department personnel committee and Chair will be forwarded along with the summary of the review period to the College Personnel Committee. The documentation supporting the recommendation, for instance, annual review letters and the evidentiary base from which they were written, will be made available to the College Personnel Committee if requested. The College Personnel Committee will review materials and other requested documentation and forward their recommendation to the Dean.

C. Periodic Career Review: Stage 2

1. Stage 2 review will focus on tenured faculty who were selected for review during Stage 1. In general, the purpose of this review is to provide useful feedback and appropriate intervention and assistance to faculty members who have not met expected performance criteria.
2. The department Chair will inform those subject to Stage 2 review. The faculty member will compile a triptych containing detailed information pertinent to the review. This information will in all cases include: (1) an up-to-date curriculum vitae, (2) annual reviews and annual work agreements for the past five years; (3) Stage 1 documentation and recommendations. Other evidence may also be included by the faculty member or may be requested by any of the reviewing bodies. If requested by the faculty member or the department Chair, any materials may be sent out for extramural review, following all procedures in the Arts and Sciences Personnel Policy and the Dean's Guidelines.
3. The department personnel committee will review all documentation and reviews and make a recommendation to the department Chair. The department review must reflect the nature of the individual's field of work and must conform to fair and reasonable standards for performance. Also, in all cases, the College Personnel Committee should

- be provided with copies of department expectations for proficient performance.
4. The department review should identify strengths and weaknesses of the faculty member and define specific goals or outcomes that would help the faculty member improve. The faculty member then can review and rebut this recommendation. All documentation is then forwarded to the Chair. The Chair will respond in writing to the documentation provided by the department committee, and with the faculty member develop a specific plan to overcome deficiencies. This plan will specify expected outcomes and outline the activities that will be taken to correct deficiencies.
 5. All documentation will be forwarded to the Arts and Sciences Personnel Committee for review, and its recommendation that the plan be accepted, modified, or rejected will be sent to the Dean. The Dean will make the final decision regarding the plan. The evaluation process, including the approval of the plan by the Dean, shall be completed in thirty calendar days following identification of the deficiency.
 6. The faculty member will be given one year to satisfy the requirements of the plan, unless the Dean approves a longer period. If the faculty member completes the professional development plan, the faculty member shall then have one year to demonstrate satisfactory performance. The Dean shall institute another career review. A faculty member whose performance is judged unsatisfactory in this second review shall be subject to appropriate disciplinary action, which may include proceedings for termination.
 7. A faculty member can appeal this process, following all procedures outlined in The Redbook, Arts and Sciences Personnel Policy, and the Dean's Guidelines.

Article 3 - Conditions of Faculty Employment

Section 3.1 - Annual Work Plan and Presence at the University

- A. Before the opening of each academic year, each full-time faculty member of the College shall sign an Annual Work Plan which describes the distribution of effort planned for the academic year. This policy also applies to faculty on sabbatical leave. Annual Work Plans shall be initiated by the department where the faculty member holds primary appointment. In the case of joint appointments, the respective department Chairs will cooperate in the process. These agreements shall be negotiated between the faculty member and the department Chair(s). The agreements shall be subject to review and approval by the Dean. Disagreements between a faculty member and the Chair as to the proper allocation of effort shall be referred to the Dean for resolution. When circumstances require changes in the work plan, the faculty member and Chair shall file an amended plan, including an explanation of the changes, for the Dean's approval.

The Annual Work Plan provides the basis for evaluation of performance.

Annual Work Plans must be consistent with the missions and program needs of the College and the home department(s). Each full-time faculty member must account for 100 percent of his or her full workload. Normally, the allocation of effort is based on some combination of

teaching, research and creative activity, and service. Justification for allocations of effort shall include the listing of courses taught, committee assignments and professional projects. The distribution of effort shall be expressed on the Annual Work Plan in terms of percent of effort allocated to each activity. Normally, a three-credit hour course requires at least ten percent of annual effort' this standard shall be the basis for the allocation of effort for all activities. Tenure-track faculty are required to demonstrate broad proficiency in scholarship; thus, a minimum allocation of thirty percent is required in research and creative activity. All approved annual work plans shall respect both the individual faculty member's need to shape his or her own career and the College's various needs and shall accordingly permit the faculty member to perform various functions at different stages of his or her career.

Service, especially service on campus, is the duty of every faculty member. Participation in department meetings and college assemblies is assumed. Under normal circumstances, faculty are also expected to serve on department, college, and university committees.

B. Presence at the University

Although professional activities will require their absence from campus, College faculty are expected to be routinely available on campus to meet with their colleagues and their students. Faculty shall make themselves available to students by observing posted office hours, and by allowing students to arrange appointments at other mutually convenient times (See Code of Faculty Responsibilities, 2.25). The Dean may require college faculty to report two weeks before Fall classes begin and continue in actual attendance until two weeks after the end of the final examination period in the Spring except when an approved AWP provides otherwise.

Section 3.2 - Compensation

The standard faculty appointment is for ten months, hereinafter called the Academic Year. Faculty on ten-month appointments have the option of receiving their salaries in ten (10) equal installments (B-10: August through May), or twelve (12) equal installments (B12: July through June), each fiscal year. The standard administrative appointment is for twelve months (A12).

Section 3.3 - Work Outside the University

See Redbook Article 4.3.3.

Section 3.4 - Paid Tutoring

No one shall receive any compensation for tutoring students in a course in which that person is empowered to grant the student credit or over which he or she may exercise authority.

Section 3.5 - Sabbatical Leave

Sabbatical leaves will be subject to the provisions of the Redbook.

Article 4 - Resolution of Disagreements

See Redbook Article 4.4.

Article 5 - Termination of Service

See Redbook Article 4.5.

Article 6 - Personnel Documents

Criteria in department personnel policy statements shall be consistent with the College personnel policy. Departments that wish to specify additional requirements must receive approval from the College Personnel Committee and the Dean, but those requirements cannot contradict College policy.

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Personnel Policy and Procedures

(Note: Throughout this document, "department" is used as a generic term to include division or program.)

Article 1 - Faculty Appointments and Tenure

Section 1.1 - Types of Appointments

A. Any full-time faculty appointment shall be one of three kinds:

1. nontenurable (Section 1.2)
2. ~~probationary~~ tenure-track (Section 1.3)
3. tenure (Section 1.4)

B. Part-time appointments

1. Part-time faculty shall be those appointed by contract to teach specified courses or perform specific duties less than full time. The Dean may appoint or reappoint part-time faculty for each academic term at the convenience of the University on standard contract terms approved by the Executive Vice President and University Provost. No part-time appointment, continuation, or renewal thereof, regardless of assignment or seniority, shall result in acquisition of tenure or imply renewal for subsequent periods. Part-time faculty shall hold rank according to education and experience. Part-time faculty shall be reviewed in writing annually, and these evaluations will be maintained in the Dean's Office. Part-time faculty are not eligible for sabbaticals or other academic leaves. Part-time faculty may participate in university and unit governance as permitted by University and College Bylaws. Such service shall be accounted for and recognized in the individual contract.

2. Ranks

- a. In normal circumstances, persons appointed at the rank of Lecturer shall hold a graduate degree in the field in which they teach. In extraordinary situations, however, they may instead present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall, in any event, give promise of proficiency in teaching, or, if applicable, performing specific duties stipulated in their contract.
- b. In normal circumstances, persons initially appointed at the rank of Senior Lecturer I shall hold the recognized terminal degree in the field in which they teach. Those holding the rank of Lecturer may be promoted to Senior Lecturer I on the basis of a record of proficient teaching, ~~or~~ and, if applicable, service and / or research and creative activity in the College.

c. Promotion to the rank of Senior Lecturer II recognizes ~~exceptional~~ proficient performance in teaching ~~or~~ and, if applicable, in service and / or research and creative activity.

3. Procedures for Evaluations for Promotion of Part-time Faculty

a. Promotion may be considered after a part-time faculty member has held one rank for at least ten semesters in no fewer than five years in the College. (Summer teaching counts as one semester.) A part-time faculty member whose promotion is denied must wait at least four more semesters before requesting promotion again.

b. Part-time faculty initiate their promotion reviews by submitting to their department chair a promotion file that includes a curriculum vitae ~~in standard College format~~, annual College merit evaluations, a summary sheet including numerical teaching evaluations, their ten most recent student evaluations of teaching, peer reviews of teaching, and syllabi (if developed by the part-time faculty member); ~~and~~, if applicable, promotion files may also include teaching awards, evidence of course or curriculum development and / or evidence of research and creative activity.

c. The promotion file is first reviewed by the department chair and then forwarded to the Dean for review. If the part-time faculty member responds to the chair's written evaluation, the response will also be forwarded to the Dean. The Dean will provide a written review of the evidence in the file. The part-time faculty member may appeal the decanal evaluation and recommendation. All evaluations and responses shall become a permanent part of the part-time faculty member's file.

d. The College of Arts and Sciences Personnel Committee will act as the College Committee on Appeals. Any part-time faculty member may request a review by the Arts and Sciences Personnel Committee of the Dean's decision on a promotion case. The result of that review will then be forwarded to the Dean as a recommendation.

e. The Dean of the College shall establish such guidelines and deadlines as shall be necessary to ensure uniformity, efficiency, and effectiveness in implementing the review and evaluation process. These guidelines, however, cannot create new policy but are restricted to administration of the current personnel policy. Such guidelines and any subsequent changes must be approved by the College of Arts and Sciences Personnel Committee.

C. Emeritus faculty

The honorary title of Emeritus faculty may be conferred upon retired faculty if requested by the department or unit faculty and the Dean, and if approved by the President and Board of Trustees. The University community can benefit greatly from Emeritus Faculty presence on campus and continued professional activities, including teaching, research, and service. Therefore, Emeritus Faculty should be provided library and email privileges and support facilities. They may also assist with undergraduate and graduate research projects and they may undertake primary supervision of new student research projects with the approval of the

Dean.

D. Adjunct Faculty

Adjunct appointments are normally offered to persons who are not full-time faculty members of the College or Arts and Sciences but with whom the College or one of its departments wishes to establish a formal relationship. Adjunct faculty members are expected to have the same academic qualifications as member of the regular faculty, and they may hold rank from adjunct instructor to adjunct professor. Persons holding adjunct appointments may be chiefly employed by a school or university other than the University of Louisville, by the University of Louisville in a non-academic position, or by another organization. They are not normally compensated as adjunct faculty but may be compensated by contract for specific part-time services. Adjunct appointments are for terms of up to three years and they may be renewed.

Section 1.2 - Nontenurable Full-Time Appointments

A. Temporary Appointments

Temporary appointments to the various academic ranks are those made for less than one year or for special purposes. In no case shall temporary appointments or renewals result in the acquisition of tenure. Temporary faculty shall not be eligible for tenure or count toward time for acquisition of tenure, regardless of assignment or seniority. Temporary faculty are not eligible for sabbaticals or other academic leaves but will have access to the same grievance procedure as other full-time faculty. (See Redbook Appendix A)

B. Term Faculty Appointments

1. All nontenurable full-time faculty who do not hold temporary appointments will be called Term Faculty.
2. Term faculty shall be full-time faculty appointments without tenure for a stipulated contract period not to exceed three years. Such appointments are not ~~probationary~~tenure-track appointments and no such appointments, continuation, or renewal thereof shall result in acquisition of tenure or implied renewal for subsequent terms. Term faculty are not eligible for sabbaticals.
3. Term faculty may be funded through general funds, restricted funds, or clinical revenues. The number of term faculty appointments funded through general funds must be fewer than 20 percent of the total number of ~~probationary~~tenure-track and tenured appointments in the College.
4. Term faculty appointments may be renewed at the pleasure of the University if the Chair of the department and the Dean determine that the services of the incumbent are needed for the renewal term.

5. Faculty on term appointments may apply for and be appointed to ~~probationary~~tenure-track appointments.
6. Term faculty shall meet the minimal standards for ~~probationary~~tenure-track appointment at the designated rank, although specific variation in assignments may be designated in the contract and specified in the Annual Work Plan.
7. Participation in College Governance shall be specified in the College By-Laws.
8. Working with the department Chair, term faculty shall present an Annual Work Plan for the approval of the Dean. The work plan shall specify the responsibilities of the faculty member for teaching, research and creative activity, service, and other institutional obligations for the faculty member's presence on campus.
9. Annual review of term faculty shall be initiated by the designated departmental review committee and shall follow the process for annual review of ~~probationary~~tenure-track or tenured faculty. Assessment for annual review shall include teaching, research and creative activity, and service, but review shall consider only those areas assigned in the Annual Work Plan.
10. Term faculty whose annual reviews attest to their proficiency shall receive a salary increase as outlined in the Dean's Guidelines.
11. Promotion in rank may be considered after a term faculty member has served five years in rank. Procedures for the promotion of term faculty shall be the same as for ~~probationary~~tenure-track or tenured faculty (see sections 2.2 and 2.3). Criteria shall include proficiency in teaching, research and creative activity, and service, but only the areas included in the contract or in the Annual Work Plan will be assessed. A term faculty member who does not hold the terminal degree (Instructor) may be promoted to the rank of Senior Instructor I. Candidates who are eligible for further promotion in accordance with the College of Arts and Sciences policies (that is, after five years in this rank) may be promoted to the rank of Senior Instructor II. These ranks mirror those designated for term faculty members who possess the terminal degree (A] Instructor [Term]:Assistant Professor Term; B] Senior Instructor I: Associate Professor Term; and C] Senior Instructor II: Professor Term) but apply to term faculty members who do not possess the terminal degree or its equivalent.
12. Extramural review shall be required for promotion for those term faculty whose annual work plans include research and creative activity.
13. Term faculty will have access to the same grievance procedure as other full-time faculty. (See Redbook 4.4 Appendix A.)

Section 1.3 - ~~Probationary~~Tenure-track Appointments

A. Definition

~~Probationary~~Tenure-track appointments shall be appointments of full-time faculty members without tenure other than those described in Section 1.2, provided, however, that no ~~probationary~~tenure-track appointment to the College shall extend beyond the period when tenure is normally granted (Section 2.2).

B. Instructors

~~Probationary~~Tenure-track appointments to the rank of instructor shall be made only under extraordinary circumstances. If such appointments are made, they will be for stipulated terms of one year each and the persons appointed as instructors shall have completed all work required for the award of the required terminal degree in their area of specialization, with the exception of the thesis or dissertation. They shall, in any event, give promise of proficiency in teaching, research and creative activity, and service.

C. Assistant and Associate Professors

~~Probationary~~Tenure-track appointments to the rank of assistant or associate professor shall be for stipulated terms not to exceed two years for the initial appointment, nor three years for appointments made thereafter.

In normal circumstances, persons appointed as assistant professors shall hold the recognized terminal degree in their field of specialization. In extraordinary situations, however, they may instead present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall, in any event, give promise of proficiency in teaching, research and creative activity, and service.

In normal circumstances, persons appointed or promoted to the rank of associate professor shall hold the recognized terminal degree in their field of specialization. In extraordinary situations, however, they may instead present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall have shown evidence of having attained proficiency in teaching, research and creative activity, and service, and shall give promise of continuing performance at proficient levels in these areas. The evidence of both proficiency and continuing promise of proficiency in research and creative activity shall include extramural evaluation.

D. Professors

Professors shall be awarded tenure if employed subsequent to the initial ~~probationary~~tenure-track period. In normal circumstances, persons appointed or promoted to the rank of professor shall hold the recognized terminal degree in their field of specialization. In extraordinary situations, however, they may instead present evidence of having completed a

body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. They shall show evidence of having attained proficiency in teaching, research and creative activity, and service and of superior achievement and recognition in at least one area and shall give promise of continuing performance at or above such levels. Evaluation of scholarship shall include extramural evaluation.

Section 1.4 - Tenure Appointments

A. Definition

Tenure is the right of certain full-time faculty personnel who hold academic rank to continuous full-time employment without reduction in academic rank until retirement or dismissal as provided in The Redbook. Tenure is granted in an academic unit in accordance with the procedures established in The Redbook.

B. Tenure Recommendations

Recommendations concerning the award or denial of tenure shall originate in the faculty of the College. In normal circumstances, tenure shall be recommended for persons promoted to the rank of associate professor or professor who already hold academic appointment in the College of Arts and Sciences. Tenure may be recommended for persons whose initial appointment in the College is at the rank of associate professor or professor. Persons recommended for tenure shall hold the recognized terminal degree in their field of specialization or shall present evidence of having completed a body of research, scholarship, or other creative activity equivalent in scope and quality to the similar component of such degree. Persons recommended for initial appointment as associate professor or professor shall meet the criteria stipulated for promotion to those ranks. Waivers or accords about credit toward tenure shall be stipulated in the letter of offer.

C. Establishment of Tenure Date

For ~~probationary~~tenure-track appointments, the date of mandatory tenure and the number of years of previous full-time service to be counted toward acquisition of tenure shall be stipulated by the Executive Vice President and University Provost and agreed to in writing by the nominee before the appointment is made by the Board of Trustees.

Article 2 - Faculty Personnel Reviews

Personnel reviews shall be based upon peer evaluation of a documentary record that includes qualitative and quantitative evidence of performance. Proficiency in the areas of teaching, research and creative activity, and service shall normally be required of all faculty members, unless responsibility for some area or areas is excepted in this document or specified in writing at the time of the initial appointment.

Section 2.1 - Annual Reviews

A. Areas of Activity

The personnel reviews of the College shall consider evidence in the areas of teaching, research and creative activity, and service. The reviews will reward performance in the short term and seek to reinforce desirable patterns of career advancement and to foster the development of excellence in the College of Arts and Sciences. Performance evaluations shall be based on merit, including contributions to the missions of the department, the College, and the University. Evaluations must consider those areas of activity for which the approved annual work plan indicates a faculty member's responsibility, and no faculty member may be penalized for non-performance in any area of activity for which the faculty member has no assigned responsibility. Faculty members may be rewarded for activities that are not represented on the Annual Work Plan.

B. Procedures

1. Every faculty member and instructor of record shall be reviewed annually.
2. The following policies apply to the review of full-time faculty.
 - a. The annual reviews shall become part of the record for all subsequent personnel reviews and the basis for salary increases. Annual reviews shall take into consideration achievement for the year under review and the two years preceding it. The reviews will be preserved in the Dean's Office and the individual faculty members will be responsible for maintaining the documentation supporting each annual review for all future reviews.
 - b. Each faculty member shall be given an opportunity to present documentation of performance and effort relative to the annual work plan during the review period. Probationary Tenure-track and tenured faculty are entitled, upon their request, to extramural review in annual review. The Dean's Office shall announce in its Annual Calendar of Deadlines the date by which such documentation must be received.
 - c. Annual review may take into account career patterns of accomplishments as reflected in the curriculum vitae and in any submitted statement of progress.
 - d. Each faculty member must submit to the department personnel committee a curriculum vitae, Annual Work Plans, and information relevant to quality of instruction for the review period, including copies of results of student evaluations for all courses taught at the University of Louisville during the review period. The department personnel committee shall submit a performance evaluation of each faculty member to the Chair, who shall submit a subsequent performance evaluation to the Dean. The Dean's performance evaluation is final, subject to appeal under 2.1.C.5.

3. Each part-time faculty member must provide materials to a designated department administrator who will submit a performance evaluation to the Dean. Copies of results of student evaluations for all courses taught at the University of Louisville during the review period must be submitted, along with other materials to be determined by the department. Each part-time faculty member will be provided the performance evaluation in writing and shall be given the opportunity to respond to the evaluation and to any recommendations for improvement. The reviews will be preserved in the Dean's Office.
4. Annual review of Graduate Teaching Assistants is the responsibility of the graduate program in which they are enrolled. Copies of results of student evaluations for all courses taught at the University of Louisville during the review period must be reviewed, along with other materials to be determined by the graduate program.
5. Each faculty member will be informed of the performance evaluation in writing at each step of the process and shall be given the opportunity to respond to the evaluation and to any recommendations for improvement or for salary increases so that timely adjustments may be made before the Dean's final recommendation.
6. Faculty who have administrative appointments shall be reviewed for their administrative services as well as for their other faculty responsibilities. Such reviews will be initiated by the department and will involve consultation with appropriate faculty and administrators. Each department shall develop specific policies for the evaluation of Chairs. These must include gathering specific assessments of the Chair's performance from individuals such as the Dean. The department Chair, together with the department personnel committee, will be responsible for identifying such individuals. The form of such reviews shall be established within the Dean's Guidelines. These evaluations must be incorporated into the annual review of that individual.
7. In cases where a faculty member has a joint appointment, the annual review will be conducted in accordance with procedures established in the Dean's Guidelines.
8. A minimum of three tenured faculty members will serve as the department personnel committee. No person may participate during deliberation of his or her own case. If it is impossible to form a qualified committee of three faculty members in a given department, that committee will be augmented. The chair of the personnel committee shall submit to the Dean a list of proposed members from the College and the Dean will make the selection. The reviewee has the right of peremptory challenge up to the number of three before such list is submitted to the Dean.
9. Department committees, Chairs or the Dean may request to see evidence of performance at any stage of the review process.

C. Distribution of Funds

1. Two percent (2 percent) of the annual-review money allocated to the College will be used to accommodate successful appeals. Any funds remaining from this 2 percent will be distributed to the departments as outlined in C.2.

2. The Dean will distribute the remaining annual-review money allocated to the College for full-time faculty as a uniform percentage of the year's base full-time faculty salary for each department, unless some alteration in that uniform percentage is warranted by changes in the department's relative level of performance. Any changes shall be made in consultation with the Personnel Committee and the Planning and Budget Committee.

The Dean shall report to the faculty and to the Executive Vice President and University Provost the frequency distribution of the percentage salary increases received by all faculty members and describe the evaluation procedure used to determine these increases. Recommendations for awards will be based on a system that defines overall performance as (1) not proficient, (2) proficient, (3) highly proficient, and (4) exceptional.

After distribution of annual-review funds to departments (as determined in C.2.), awards to individuals will be made according to the approved department policy. No department policy shall be implemented until approved by the College Personnel Committee and the Dean.

3. Each department shall recommend the reward associated with each category of performance in accordance with the system developed by that department. No reward shall be given for an overall performance of "not proficient." No department shall recommend annual awards that total more than the funds allocated to it under C.2.
4. A recommendation by the Dean for no salary increase must be submitted to the Executive Vice President and University Provost for approval, and must include reasons that performance is considered unsatisfactory, as well as specific suggestions for improving performance. In the case of appeals of recommendation for no salary increase, the entire review file shall also be forwarded to the Executive Vice President and University Provost.
5. The College Personnel Committee will act as the College Committee on Appeals. Any faculty member may request a review by the Personnel Committee of the Dean's decision on an annual review. The result of that review will then be forwarded to the Dean as a recommendation.
6. Each year, when funds are received by the College for pay raises for part-time faculty, these funds must be used for that purpose. The Dean may also designate funds under his or her discretion for that purpose.

Section 2.2 - Tenure

A. Time Required

See Redbook 4.2.2.A.

B. Leaves of Absence

See Redbook 4.2.2.B.

C. Extension of

~~Probationary~~ Tenure-track Period

See Redbook 4.2.2.C.

D. Prior Service

See Redbook 4.2.2.D.

E. Early Tenure

See Redbook 4.2.2.E.

F. Criteria for tenure

1. Areas of Activity

Evidence of broad-based, proficient performance in teaching, research and creative activity, and service shall be required to sustain recommendations for tenure.

All evaluations of personnel shall take into consideration a faculty member's annual work plans during the period of review. Whenever used in this document, the word "proficient" shall be understood to mean "having satisfied capably all the special demands or requirements of a particular situation, craft, or profession."

2. Teaching

Proficient teaching stimulates active learning and encourages students to be critical, creative thinkers. It is carefully planned and continuously examined. Regardless of its setting, proficient teaching uses faculty expertise to deepen the way students understand the subject matter. Student evaluations must be complemented by a recent peer review of teaching effectiveness and other relevant evidence. Examples of such evidence may include, but are not limited to, teaching awards, course syllabi and other instructional materials, and evidence of mentoring students.

3. Research and Creative Activity

Research and creative activity is the process of expanding scholarly or creative work in one's discipline. Proficient research and creative activity is innovative; it illuminates present experience and knowledge. Evidence of proficiency in research and creative activity includes articles, books, exhibitions, grants, performances, presentations at conferences, and reports. In cases where the AWP's require particular forms of activity, evidence of proficiency in such particular activities must be presented.

4. Service

Service includes those tasks that are required for the functioning of the department, college, university, community, or profession. Community work that does not draw upon one's professional expertise is not included. Evidence of proficiency in service includes letters of recognition, performance evaluations, and other documentation.

G. Pretenure review

Pretenure review is a procedure whose purpose is to determine whether or not a faculty member is making satisfactory progress toward achieving tenure. A positive pretenure review is not a promise of an eventual tenure grant.

A pretenure review will take place at the mid-point of a faculty member's ~~probationary~~ tenure-track period. No later than August 1 of the academic year in which the review is to take place, the department Chair shall inform the faculty member, in writing, that the review is to take place. All such correspondence shall become a part of the faculty member's file. In the event that an individual's career pattern does not fit the normal progression (e.g., the case of an individual coming to the University with three or more years of credit toward tenure) that case shall be treated on its own merits, determining whether or not the hiring process constituted a pretenure review. Pretenure review shall be conducted by the department personnel committee, Chair, college personnel committee, and Dean.

The standard for a positive pretenure review shall be a determination that continuation of activity, as documented in the file, is expected to fulfill the stated tenure criteria for the department(s) involved. In the event that the department evaluation is negative, the written evaluation must include recommendations to the faculty member for changing the situation documented in the course of the review.

Pretenure review shall involve an examination of activity in the areas outlined in Section 2.2.F. Standards of judgment for the areas of activity shall be the same as those outlined in Section 2.2.F, and in department statements of criteria for tenure. For the purpose of pretenure review, extramural review is optional. This option may be exercised by either the faculty member or the department personnel committee.

The record compiled for pretenure review shall be maintained intact as part of the evidence to be considered in tenure review.

H. Evaluation for tenure

1. Each faculty member eligible for tenure must be evaluated within twelve months after five years of service applied to tenure. Completion of the ~~probationary~~ tenure-track period with positive annual performance evaluations and pretenure review shall not in and of itself constitute sufficient grounds for tenure.
2. Faculty members on ~~probationary~~ tenure-track status shall be affected by any

amendments to or changes in the criteria for tenure subsequent to their appointment. In such evaluations, appropriate consideration will be given to the amount of time remaining in their ~~probationary~~tenure-track period when the change becomes effective.

3. If the recommendation of the Executive Vice President and University Provost, the Dean, or the Chair of the department is negative, the faculty member must be notified by certified mail. The faculty member may request a hearing before the University Faculty Grievance Committee. Any such request must be delivered on or before the tenth working day following notification by certified mail.

I. Procedures for Reviews and Evaluations for Tenure and Promotion

1. Before any formal consideration or recommendation goes forward there must be consultation with the reviewee and with all bodies charged with the formal conduct of the review to that point.
2. Faculty members have the right to initiate their own reviews, except as that right is restricted by the Redbook.
3. When a Chair of a department is under review for tenure or promotion the relevant committee will include among its members one member of the faculty within the College but external to the home department of the person under review. The Dean shall appoint that member of the committee.
4. Chairs initiate reviews for promotion and tenure by letter of notice to relevant committees, the Dean, and the Arts and Sciences Personnel Committee. At every stage of the review the candidate will have the opportunity to review all materials in the record, except for the identities of extramural reviewers.
5. All evidence entered in review must be submitted to the Dean with the Chair's recommendation. It is essential that the report of the department personnel committee, including the department vote and any minority report, accompany the Chair's recommendation. Once initiated, a promotion review or review for early tenure may not be stopped, except with the permission of the reviewee. A promotion or tenure review file must be compiled with the assistance of the faculty member, and the faculty member is allowed to add newly available evidence for reconsideration by the previous evaluators before the file is advanced to the Office of the Executive Vice President and University Provost. The file shall be closed, and no further evidence may be added to it after the file has reached the Office of the Executive Vice President and University Provost.
6. Evaluation of research and creative activity requires extramural review. The Dean shall solicit extramural referees chosen from a list of professionally expert and objective evaluators compiled and agreed upon by the reviewee and the reviewee's Chair.
7. Letters soliciting extramural reviews shall follow models drafted by the College personnel committee.

8. At each level of review there must be a letter of recommendation which includes a written evaluation of all evidence regarding teaching, research and creative activity, and service. At each level the reviewee has the right to respond to the evaluation. All such responses shall become a permanent part of the file under review.
9. In tenure and promotion cases, after examination of the evidence, each tenure-track and tenured faculty member in a department shall have a single vote and the Chair shall report the vote numerically. Individual departments may narrow these voting eligibility rules by rank and/or tenure status. Any alteration must be approved by a two-thirds majority of the department's tenured and tenure-track faculty members and must be incorporated into ins personnel policy, which is then subject to approval by the College Personnel Committee and the Dean. A department that has made such a change may elect to return to the standard A&S voting rules on tenure and promotion (with all tenure-track and tenured faculty eligible to vote); such a change must be approved by a simple majority of the department's tenured and tenure-track faculty members and is subject to approval by the College Personnel Committee and the Dean.

An eligible faculty member may have to choose whether to vote as a personnel committee member, administrator, or as a member of the department at large. A faculty member on a joint appointment whose dual departments match those of a jointly appointed candidate for tenure and/or promotion may vote in only one of those departments.

Ordinarily, department votes shall be by written ballot not marked with name, rank, tenure status, or other identifying information. The ballots shall become a permanent part of the file under review. Departments may agree to gather votes electronically (as in other college elections) as long as the electronic instrument provides for confidential and recordable voting, with votes reported anonymously, unmarked by rank, tenure status, or other identifying information. The instrument must ensure that only those who are eligible may cast votes and that no one can vote more than once on a given case.

10. A minimum of three tenured faculty members will serve as the department personnel committee to review every personnel action for tenure or promotion. In departments that have narrowed voting eligibility in tenure and promotion cases, in any given year, the committee must include three faculty members eligible to vote on the cases under consideration. Any person scheduled for review for promotion or tenure may not serve on the department personnel committee during the academic year in which the review takes place. If it is impossible to form a qualified committee of three faculty members from a department, that committee will be augmented. The chair of the department personnel committee will submit to the Dean a list of proposed members from the College and the Dean will make the selection. The reviewee has the right of peremptory challenge up to the number of six before the list is submitted to the Dean.
11. Joint appointments include 1) official, Board of Trustees (BOT)-approved appointments specified in the original Letter of Offer, and 2) ad-hoc arrangements between two departments (sometimes referred to in individual departments as "affiliate faculty").

i. BOT approved joint appointments

If a faculty member has appointments in multiple departments within the College of Arts and Sciences by action of the BOT, each of those units will evaluate his or her tenure or promotion file bearing in mind the percentage of the faculty member's appointment in each department. The department of primary appointment will initiate the review process and oversee the creation of a review file, and the complete dossier of the candidate for tenure and/or promotion will be made available to all departments involved in the review. In each of the departments, a recommendation will be prepared by the personnel committee, a faculty vote will be conducted, and a chair's report will be prepared. The reviews can take place simultaneously and the reports from all departments will be inserted into the candidate's review file prior to sending it on to the Office of the Dean.

In cases where the secondary appointment is 25% or less, the candidate may elect an alternate procedure in which one member from the secondary department shall be appointed to the personnel committee of the primary department for review of the case. This additional member will be selected by the Dean of the College from a list submitted by the Chair of the second department after the reviewee exercises his or her right to peremptory challenges, the number of which shall not exceed 50 percent of the faculty of the second department. The additional member will serve only in the evaluation and recommendation of the reviewee covered by this provision to the policy. In addition, the Chair of the second department shall write a letter of recommendation based on the reviewee's participation in that department. This letter, along with relevant evidence (for example, student evaluations, extramural reviews, etc.), shall be placed in the personnel file prior to review of the case by the department Chair of the primary department.

In either scenario, once the review file reaches the Office of the Dean, the review will continue as in the case of a faculty member with an appointment in only a single department. If the reviewee has an appointment involving the College of Arts and Sciences and another academic unit within the University, the A&S department involved will conduct its review in accordance with the policy and guidelines for tenure and promotion reviews in the College and, to the extent possible, the College will cooperate with the other University unit involved to facilitate its review.

In all cases, the Chairs of the relevant departments will collaborate on the creation of the Annual Work Plan (AWP) from the time of the initial appointment so that the departmental expectations and the faculty member's responsibilities in each department are transparent and equitable, particularly in the area of Service.

i. Ad-hoc interdepartmental arrangements

A faculty member whose principal appointment is in one department but who contributes to the teaching, service, or research and creative activity of a second department on an ad-hoc (non-contractually obligated) basis is entitled, upon the faculty member's request, to be reviewed for personnel actions with the participation of the second department. Upon the faculty member's request, the review file will be made available to the chairperson of the second department, and the chairperson of the second department shall write a letter of recommendation based on the reviewee's participation in that department. This letter shall be placed in the personnel file prior to the review of the case by the chair of the department of principal appointment.

12. The Dean of the College shall establish such guidelines and deadlines as shall be necessary to ensure uniformity, efficiency, and effectiveness in implementing the review and evaluation process. These guidelines, however, cannot create new policy but are restricted to administration of the current personnel policy. Such guidelines and any subsequent changes must be approved by the College personnel committee.

Section 2.3 - Promotion in Rank

A. Criteria for Promotion from Associate Professor to Professor

1. The candidate for promotion shall present evidence of having attained proficiency in teaching, research and creative activity, and service, and of superior achievement and recognition in at least one area and shall give promise of continuing performance at or above such levels.
2. All evaluations for promotion in rank shall take into consideration a faculty member's annual work plans during the period of review. Evaluation of research and creative activity shall include extramural evaluation.
3. Whenever used in this document, the word "proficient" shall have the meaning specified in Section 2.2.F.
4. Whenever used in this document, "superior achievement and recognition" shall be understood to mean "having attained distinction, as recognized by one's peers, in a particular situation, craft, or profession."

B. Procedures for Reviews and Evaluations for Promotion in Rank

1. Each faculty member shall be reviewed for promotion in rank according to procedures specified in Section 2.2.I.

Section 2.4 - Periodic Career Review

The College assumes that faculty will ordinarily discharge their professional responsibilities by proficient performance in the areas of teaching, research and creative activity, and service and in accordance with their annual work plan (AWP). The periodic career review process examines evidence and reviews compiled over a five-year cycle.

A. Faculty with Tenure

Tenured faculty members shall undergo career review after every fifth year of service. When the review period ends in a sabbatical (or other leave), the periodic career review shall be deferred until the next academic year. A promotion shall replace a periodic career review.

Within thirty days of a periodic career review that identifies areas of deficiency, a faculty member, in consultation with the Chair or the Dean, shall prepare a career development plan, acceptable to the Dean, to remedy deficiencies within one year unless the Dean approves a

longer period.

B. Periodic Career Review: Stage 1

1. Each department personnel document will include a statement of expectations for "proficient performance" by tenured faculty. This statement will form the basis for periodic career reviews. Statements will be reviewed by the Dean to insure consistency with the mission of the College. After approval, each department will submit the statement to the Arts and Sciences Personnel Committee.
2. Annual reviews, the documentation supporting them, and a current curriculum vitae will be used as the evidentiary basis for periodic career reviews. The department Chair will review the five prior annual reviews. If a faculty member has four or five satisfactory reviews, the department Chair will forward a positive recommendation to the Dean of the College.
3. If a faculty member has more than one unsatisfactory review during the five-year period, the Chair will inform the department personnel committee so that the Chair and the department personnel committee can identify problems. If the department personnel committee and Chair do not think that mitigating circumstances account for the deficiencies, they will recommend a Stage 2 review. The recommendations of the department personnel committee and Chair will be forwarded along with the summary of the review period to the College Personnel Committee. The documentation supporting the recommendation, for instance, annual review letters and the evidentiary base from which they were written, will be made available to the College Personnel Committee if requested. The College Personnel Committee will review materials and other requested documentation and forward their recommendation to the Dean.

C. Periodic Career Review: Stage 2

1. Stage 2 review will focus on tenured faculty who were selected for review during Stage 1. In general, the purpose of this review is to provide useful feedback and appropriate intervention and assistance to faculty members who have not met expected performance criteria.
2. The department Chair will inform those subject to Stage 2 review. The faculty member will compile a triptych containing detailed information pertinent to the review. This information will in all cases include: (1) an up-to-date curriculum vitae, (2) annual reviews and annual work agreements for the past five years; (3) Stage 1 documentation and recommendations. Other evidence may also be included by the faculty member or may be requested by any of the reviewing bodies. If requested by the faculty member or the department Chair, any materials may be sent out for extramural review, following all procedures in the Arts and Sciences Personnel Policy and the Dean's Guidelines.
3. The department personnel committee will review all documentation and reviews and make a recommendation to the department Chair. The department review must reflect the nature of the individual's field of work and must conform to fair and reasonable standards for performance. Also, in all cases, the College Personnel Committee should

- be provided with copies of department expectations for proficient performance.
4. The department review should identify strengths and weaknesses of the faculty member and define specific goals or outcomes that would help the faculty member improve. The faculty member then can review and rebut this recommendation. All documentation is then forwarded to the Chair. The Chair will respond in writing to the documentation provided by the department committee, and with the faculty member develop a specific plan to overcome deficiencies. This plan will specify expected outcomes and outline the activities that will be taken to correct deficiencies.
 5. All documentation will be forwarded to the Arts and Sciences Personnel Committee for review, and its recommendation that the plan be accepted, modified, or rejected will be sent to the Dean. The Dean will make the final decision regarding the plan. The evaluation process, including the approval of the plan by the Dean, shall be completed in thirty calendar days following identification of the deficiency.
 6. The faculty member will be given one year to satisfy the requirements of the plan, unless the Dean approves a longer period. If the faculty member completes the professional development plan, the faculty member shall then have one year to demonstrate satisfactory performance. The Dean shall institute another career review. A faculty member whose performance is judged unsatisfactory in this second review shall be subject to appropriate disciplinary action, which may include proceedings for termination.
 7. A faculty member can appeal this process, following all procedures outlined in The Redbook, Arts and Sciences Personnel Policy, and the Dean's Guidelines.

Article 3 - Conditions of Faculty Employment

Section 3.1 - Annual Work Plan and Presence at the University

- A. Before the opening of each academic year, each full-time faculty member of the College shall sign an Annual Work Plan which describes the distribution of effort planned for the academic year. This policy also applies to faculty on sabbatical leave. Annual Work Plans shall be initiated by the department where the faculty member holds primary appointment. In the case of joint appointments, the respective department Chairs will cooperate in the process. These agreements shall be negotiated between the faculty member and the department Chair(s). The agreements shall be subject to review and approval by the Dean. Disagreements between a faculty member and the Chair as to the proper allocation of effort shall be referred to the Dean for resolution. When circumstances require changes in the work plan, the faculty member and Chair shall file an amended plan, including an explanation of the changes, for the Dean's approval.

The Annual Work Plan provides the basis for evaluation of performance.

Annual Work Plans must be consistent with the missions and program needs of the College and the home department(s). Each full-time faculty member must account for 100 percent of his or her full workload. Normally, the allocation of effort is based on some combination of

teaching, research and creative activity, and service. Justification for allocations of effort shall include the listing of courses taught, committee assignments and professional projects. The distribution of effort shall be expressed on the Annual Work Plan in terms of percent of effort allocated to each activity. Normally, a three-credit hour course requires at least ten percent of annual effort' this standard shall be the basis for the allocation of effort for all activities. **Probationary** **Tenure-track** faculty are required to demonstrate broad proficiency in scholarship; thus, a minimum allocation of thirty percent is required in research and creative activity. All approved annual work plans shall respect both the individual faculty member's need to shape his or her own career and the College's various needs and shall accordingly permit the faculty member to perform various functions at different stages of his or her career.

Service, especially service on campus, is the duty of every faculty member. Participation in department meetings and college assemblies is assumed. Under normal circumstances, faculty are also expected to serve on department, college, and university committees.

B. Presence at the University

Although professional activities will require their absence from campus, College faculty are expected to be routinely available on campus to meet with their colleagues and their students. Faculty shall make themselves available to students by observing posted office hours, and by allowing students to arrange appointments at other mutually convenient times (See Code of Faculty Responsibilities, 2.25). The Dean may require college faculty to report two weeks before Fall classes begin and continue in actual attendance until two weeks after the end of the final examination period in the Spring except when an approved AWP provides otherwise.

Section 3.2 - Compensation

The standard faculty appointment is for ten months, hereinafter called the Academic Year. Faculty on ten-month appointments have the option of receiving their salaries in ten (10) equal installments (B-10: August through May), or twelve (12) equal installments (B12: July through June), each fiscal year. The standard administrative appointment is for twelve months (A12).

Section 3.3 - Work Outside the University

See Redbook Article 4.3.3.

Section 3.4 - Paid Tutoring

No one shall receive any compensation for tutoring students in a course in which that person is empowered to grant the student credit or over which he or she may exercise authority.

Section 3.5 - Sabbatical Leave

Sabbatical leaves will be subject to the provisions of the Redbook.

Article 4 - Resolution of Disagreements

See Redbook Article 4.4.

Article 5 - Termination of Service

See Redbook Article 4.5.

Article 6 - Personnel Documents

Criteria in department personnel policy statements shall be consistent with the College personnel policy. Departments that wish to specify additional requirements must receive approval from the College Personnel Committee and the Dean, but those requirements cannot contradict College policy.

Approved by Arts and Sciences Faculty Assembly: November 5, 1985

Approved by Board of Trustees: November 25, 1985

Approved by Arts and Sciences Faculty Assembly: July 1, 1990

Approved by Arts and Sciences Faculty Assembly, April 18, 1996

Approved by Faculty Senate: May 1, 1996

Approved by Board of Trustees: May 20, 1996

Approved by Arts and Sciences Faculty Assembly: March 18, 2002

Approved by Faculty Senate: April 9, 2002

Approved by Board of Trustees: April 22, 2002

Approved by Arts and Sciences Faculty Assembly: February 13, 2004

Approved by Board of Trustees: April 8, 2004

Approved by Arts and Sciences Faculty Assembly: April 18, 2008

Approved by Board of Trustees: November 13, 2008

Approved by Arts and Sciences Faculty Assembly: October 24, 2014

Approved by Faculty Senate: September 2, 2015

Approved by Board of Trustees: January 14, 2016

Approved by Arts and Sciences Faculty Assembly: November 20, 2020

Approved by Faculty Senate: January 13, 2021

Approved by Board of Trustees: April 22, 2021

Approved by Arts and Sciences Faculty Assembly: November 19, 2021

Approved by Faculty Senate: March 2, 2022

Approved by Board of Trustees: September 23, 2022

Approved by Arts and Sciences Faculty Assembly: January 27, 2023

Approved by Faculty Senate: July 5, 2023

Approved by Board of Trustees: December 14, 2023

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE BY-LAWS OF THE
COLLEGE OF ARTS AND SCIENCES

Academic & Student Affairs Committee – December 14, 2023
Executive & Compensation Committee – December 14, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the revised College of Arts and Sciences By-laws document in the form [attached](#) hereto.

BACKGROUND:

A summary of the requested revisions is [attached](#).

A red-lined version of revisions is also [attached](#).

The revised document has been approved by the faculty and recommended by the Dean of the College of Arts and Sciences.

The proposed changes were reviewed by the Office of the Provost and General Counsel. The Interim University Provost joins the President in making this recommendation.

COMMITTEE ACTION:

Passed X

Did Not Pass

Other

BOARD ACTION:

Passed X

Did Not Pass

Other

Assistant Secretary

___ Signature on file ___

Assistant Secretary

___ Signature on file ___

The College of Arts and Sciences

By-Laws

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Approved by Arts and Sciences Faculty Assembly: October 23, 2012

Approved by Faculty Senate: February 4, 2015

Approved by the President: March 9, 2015

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THE COLLEGE OF ARTS AND SCIENCES

UNIVERSITY OF LOUISVILLE

OBJECTIVES OF THE COLLEGE OF ARTS AND SCIENCES

- A. To present and articulate the major elements of the human cultural heritage.
- B. To assist students in the development of exact, critical, and independent thinking and to provide them with an understanding of the nature of scholarship.
- C. To further the general education of students, with special emphasis on the recognition of all human values and of civic and international responsibilities.
- D. To enable students to acquire, through both their general and more specialized studies, a foundation for further personal and professional growth. This objective includes such preparation for careers as can legitimately be a part of the curriculum of a College of Arts and Sciences.
- E. To establish and maintain the College as a community of scholars and center of intellectual activity, promoting professional development of the faculty.

BY-LAWS OF THE COLLEGE OF ARTS AND SCIENCES

I. PURPOSE

These By-Laws provide for the organization and governance of the Faculty of the College of Arts and Sciences at the University of Louisville.

II. MEMBERSHIP

A. Kinds of Members

(1) Full-time Tenure-Track/Tenured Faculty Members

Such members of the faculty of the College of Arts and Sciences hold full-time tenured or tenure-track academic appointments in the University. These appointments may be of two kinds:

- a) sole appointments: a full-time academic appointment at the rank of tenure-track instructor or above in the College, with or without administrative duties
- b) joint appointments: a full-time academic appointment shared between the College and another unit, provided that the primary appointment is at the rank of tenure-track instructor or above in the College, with or without administrative duties.

(2) Full-time Term Faculty Members

Such members of the faculty of the College of Arts and Sciences shall meet the following criterion:

Full-time, non-tenure-track appointment in the College for a minimum of one academic year with the primary appointment at the rank of instructor (term) or above in the College, with or without administrative duties.

(3) Affiliated Full-time Faculty Members

Such members of the faculty of the College of Arts and Sciences shall meet the following criterion:

Full-time appointment for a minimum of one academic year in the University with the primary appointment in a unit other than the College of Arts and Sciences, provided that the appointment in the College is at the rank of instructor or above, with or without administrative duties.

B. Privileges of Members

(1) Full-time Tenure-Track/Tenured Faculty

Full-time tenure-track and tenured faculty members shall be entitled to vote in meetings of the Faculty Assembly and in College elections, to serve on college committees, and to represent the College in University bodies except where prohibited by other sections of these By-Laws. Full-time tenure-track and tenured faculty members shall be entitled to vote in meetings of their department, program, or division and to represent them in College and University bodies.

Full-time tenure-track and tenured faculty members with appointments in more than one department, program, or division shall be entitled to vote in the meetings of their primary department, program, or division and to represent them in College and University bodies. They shall have the same privileges in their secondary department, program, or division subject to the by-laws of that department, program, or division.

(2) Full-time Term Faculty

Full-time term faculty shall be entitled to vote in meetings of the Faculty Assembly and in College elections. Full-time term faculty members may be granted voting privileges in the by-laws of a department or program in which they hold an appointment. Should such by-laws permit, full-time term faculty may vote in chair elections, hiring decisions, and other personnel matters, including personnel policies, and may serve on their department's Personnel Committee. As per the Redbook, full-time term faculty cannot vote in tenure and promotion cases.

Full-time term faculty members may serve on College committees and represent the College in University bodies, unless prohibited by other sections of these By-Laws or by the definition of the composition of a specific committee in the Standing Rules.

(3) Affiliated Full-time Faculty

Affiliated full-time faculty shall be entitled to vote in meetings of the Faculty Assembly and in College elections. Affiliated full-time faculty may vote in meetings of their department, program, or division subject to the by-laws of the department or program.

III. THE FACULTY ASSEMBLY

All members of the College of Arts and Sciences as defined in Article II shall be voting members of the Faculty Assembly.

IV. STUDENT REPRESENTATION IN THE FACULTY ASSEMBLY

The Arts and Sciences Student Council is invited to elect one undergraduate student for a one-year term as a representative to Faculty Assembly meetings. Undergraduate representatives to the Faculty Assembly or to any College committee must be enrolled full-time and in good standing.

The Arts and Sciences representatives on the Graduate School Council are invited to elect one graduate student to a one-year term as representative to Faculty Assembly meetings. Graduate student representatives to the Faculty Assembly or to any College committee must be enrolled full-time and must be in good standing as defined by the Graduate School and making satisfactory progress toward a degree.

The student representatives to the Faculty Assembly shall have the right to vote on all matters before the assembly except personnel, budget, and faculty grievance.

V. PART-TIME LECTURER REPRESENTATION IN THE FACULTY ASSEMBLY

Arts and Sciences part-time lecturers are invited to elect two of their number to serve a one-year term as representatives to Faculty Assembly meetings. The part-time lecturer representatives to the Faculty Assembly shall have the right to vote on all matters before the assembly except personnel, budget, and faculty grievance.

VI. JURISDICTION OF THE FACULTY ASSEMBLY

As provided by *The Redbook* 3.3.2 the faculty of the College of Arts and Sciences functioning as the Faculty Assembly shall have general legislative powers over its own affairs including, but not limited to, admission requirements, curricula, instruction, examinations, personnel policy and procedures, collegiate structure, and recommendations through the President to the Board of Trustees for the granting of degrees.

VII. OFFICERS AND COMMITTEES OF THE FACULTY ASSEMBLY

A. Officers

At an election meeting in the spring semester of each academic year, the Faculty Assembly shall elect a chairperson and a parliamentarian to serve for the next year, commencing on August 15. In the absence of the chairperson, the parliamentarian shall preside at meetings of the Faculty Assembly. The presiding officer, at their discretion, may resolve a tie vote. The dean shall meet with and make an annual report to the Faculty Assembly as an officer of the College. The Faculty Assembly shall have a secretary and such other officers as it may require. An A&S staff member may serve as secretary of the Assembly.

A motion to remove an officer may be brought to the Assembly by the Committee on Committees. Officers can be removed by two-thirds majority of the Assembly.

B. Committees

The Faculty Assembly may create standing and *ad hoc* committees as it deems fit. Committees may recommend action as specified in their charges.

VIII. MEETINGS OF THE FACULTY ASSEMBLY

A. Meetings

At least one meeting of the Faculty Assembly must be called each semester of the academic year. Other meetings may be called at the request of the dean, or by written petition of fifteen (15) voting members of the Faculty Assembly. The assembly shall meet within 30 days after the receipt of the petition.

B. Notification

Notification of all meetings, together with an agenda, must be sent to all members of the Faculty Assembly by the Dean's Office and such notice shall be given at least five (5) working days prior to the time of meetings except in emergencies. Notification of the meeting also must be sent to the President of the University.

C. Quorum

The number of voting members (as defined in section II) required for a quorum is one-fourth of the total number of tenure-track and tenured faculty members of the College of Arts and Sciences as of August 15 of the current academic year.

D. Minutes

Minutes of all Faculty Assembly meetings shall be distributed by the Dean's Office to all members of the Faculty Assembly, to the Chairperson of the Faculty Senate, to the Office of the President, and to the University Archives.

E. Parliamentary Procedure

The conduct of Faculty Assembly meetings shall proceed according to the current edition of *Robert's Rules of Order* except as modified in the College Standing Rules. Modification of these rules must follow the procedures outlined in Section XI.

IX. ORGANIZATION OF THE COLLEGE OF ARTS AND SCIENCES

Administration and governance of the College shall be carried out by:

- (1) The Dean of the College
- (2) The chairs and committees of its divisions, departments, and programs.
- (3) The Faculty Assembly.
- (4) Committees mandated in these By-Laws.
- (5) Standing committees as may be established by the Faculty Assembly and specified in the Standing Rules

A. Responsibilities of the Dean

The dean of the College shall be appointed and reviewed under the provisions of *The Redbook* 3.2. The duties and responsibilities of the dean are enumerated in *The Redbook* 3.2.2. and in the position description in the addendum to these By-Laws.

B. College Committees

(1) Kinds of Committees

- a) Committees established in the College By-Laws
- b) Standing committees established by the Faculty Assembly

The composition, responsibilities, and method of election of standing committees will be defined by the Faculty Assembly when they are created.

- c) *Ad-hoc* committees

Ad-hoc committees may be created by the Faculty Assembly, the dean, or by a duly constituted college committee to serve specific purposes.

(2) General Committee Practices

a) Reporting

All college committees intending to bring actionable motions to the Assembly, except for those involving honors and awards, must circulate a draft of the text in a time sufficient for comment on and, if needed, revision and perfection of the language and substance of the proposal, viz. at least five (5) days prior to the notification of the meeting and publication of the agenda. In addition, Standing Committees shall make regular reports to the Faculty.

b) Challenges to Committee Decisions

Ordinary committee decisions stand unless challenged. Assembly meetings to consider committee decisions shall be called by the dean upon receipt of a written petition of fifteen (15) voting members of the Faculty Assembly. The petition must be presented within thirty (30) calendar days (during which the College shall have been in session) after the distribution of those decisions by published minutes.

C. Actions Reserved to the Faculty Assembly

The following actions by any committee shall require action at a Faculty Assembly meeting called specifically for that purpose:

- (1) Any action affecting the College Personnel Policy;
- (2) Any change in the allocation policy for salary increases;
- (3) Any decision which touches upon the role students should play in College grievance;
- (4) Any change in the department or program structure of the College;
- (5) Any change in the general education requirements for the College's baccalaureate programs;
- (6) Any change in the By-Laws of the College; and
- (7) Any change in the College Standing Rules

D. Committees Established in the College By-Laws or the College Standing Rules

Committees established and defined in these By-Laws may be abolished or altered only through the process of amendment of these By-Laws.

Both regular members and members on term appointments are eligible for election to the faculty seats on the committees as provided in this document and in the Standing Rules.

Nomination of faculty members to these committees will be made by the Committee on Committees as provided for in the College Standing Rules.

Elected members of these committees may not serve consecutive full terms on the same committee.

These committees are elected by the faculty by mail ballot or any mechanism determined by the faculty in the College Standing Rules.

When a vacancy occurs on these committees during the academic year, the Committee on Committees will fill the vacancy.

E. Ex Officio Members of Committees

The dean, or dean's designee, is an *ex officio*, non-voting, member of all college committees except as otherwise specified.

F. Elected Members of Decanal Search Committees

Arts and Sciences faculty representatives on a decanal search committee shall be elected by the faculty by mail ballot or any mechanism determined by the faculty in the College Standing Rules. Nominations for the search committee shall be made by the Committee on Committees in accordance with its regular procedures.

X. STRUCTURE OF THE COLLEGE OF ARTS AND SCIENCE

A. Divisions

In order to reflect the diversity of its faculty and the variety of its several departments and programs and for the sake of administrative convenience and of the orderly conduct of elections, the College has grouped its several departments and programs into divisions.

(1) Structure and Function

The full-time faculty of each division shall collectively be its governing body. They may establish committees or other appropriate machinery for transacting the business of the division, provided that the plan or organization results in one member of the division serving as chair. The chair is the responsible representative of the division to the Dean of the College. The authority of the divisional organization does not in any way limit the autonomy of the individual departments or program within that division.

(2) Responsibilities of Divisional Chairpersons

For divisions which offer academic programs, the chair shall prepare the annual budget; recommend personnel actions for persons whose primary appointments are in the division; recruit new members of the division in accordance with College personnel policy; administer policies established by the divisional faculty; staff divisional course offerings; develop the division's goals and mission statement; and perform other duties as established by the Redbook and College Personnel Policy. The chair of the division does not have executive powers over the chairs of faculty of departments or programs within that division.

The chair of divisions not offering academic programs shall administer policies established by the divisional faculty and carry out the applicable duties and responsibilities of chairpersons as established by the Redbook and College Personnel Policy.

(3) Selection and Review of Divisional Chairpersons

The chair shall have primary appointment with the division or one of its departments or programs. The divisional chair shall be elected by a process delineated in policies established by the divisional faculty and shall be reviewed by the process used to review department and program chairs.

B. Departments and Programs

The full-time faculty of each department shall collectively be its governing body. They may establish committees or other appropriate machinery for transacting the business of the department, provided that the plan or organization results in one member of the department serving as chair. The chair is the responsible representative to the Dean of the College.

C. Responsibilities, Selection, and Review of Chairpersons

The Chairpersons of the College shall be appointed and reviewed under the provisions of *The Redbook* 3.3.5. The duties and responsibilities of the chairpersons are enumerated in *The Redbook* 3.3.5C.

XI. AMENDMENT

- A. These By-Laws may be amended by the concurrence of two-thirds of the members of the Faculty Assembly, present and voting, provided that:
- B. A copy of the proposed amendment has been sent to each member of the Faculty before the meeting at which it is first considered;
- C. The motion to amend the By-Laws is then tabled for at least one week; and
- D. The amendment is approved in accordance with the provisions of *The Redbook*.

XII. ADOPTION

These By-Laws shall become effective when approved by two-thirds of the members of the Faculty Assembly, present and voting, after consideration at a regularly scheduled meeting, and when approved in accordance with the provisions of *The Redbook*.

Addendum

Position Description for the Dean of the College of Arts and Sciences

The Dean of the College of Arts and Sciences shall be responsible directly to the Office of the Executive Vice President and University Provost for the administration and efficient conduct of the educational programs of the College. The duties of the dean shall include the enforcement of policies and regulations adopted by the Board of Trustees, the President, the Provost, the University Faculty Senate, the University Assembly, and the Faculty Assembly of the College of Arts and Sciences. The dean shall be responsible for:

- Acting as the advocate for the College within the University and within the larger community;
- coordinating and integrating the work of the academic departments, and programs
- recommending a budget to the Provost;
- administering the approved budget;
- teaching and the improvement of instruction;
- recommending appointment, promotion, retention, and dismissal of faculty members;
- enrolling students; evaluating advanced standing credits; advising students; scheduling classes;
- providing such support as may be needed by college committees;
- supervising the conduct of students and appropriate student organizations;
- meeting or exceeding all compliance standards;
- writing the annual report of the College;
- and preparing other such documents as are required for the orderly administration of the College.

The dean shall also be responsible for all cooperative programs involving the College of Arts and Sciences and other units of the University. Within the framework of Chapter 6 of *The Redbook*, the dean shall have the power to discipline students for breach of academic conduct to the extent of suspension from the College.

**Summary of Requested Revisions to the
College of Arts and Sciences By-Laws**

**Board of Trustees meeting
December 14, 2023**

- Faculty appointment types have been changed to align with language used in Redbook and A&S personnel policy (“Regular Members” changed to “Full-time Tenure-Track/Tenured Faculty Members”; “Temporary Members” changed to “Full-time Term Faculty Members,” etc.).
- New language allows departments to grant voting rights to term faculty members in matters involving personnel actions and policies, with the exception of tenure and promotion cases.
- New language allows for an A&S staff member to serve as secretary of the A&S Faculty Assembly
- New language provides a mechanism for removing an officer of the A&S Faculty Assembly.
- New language clarifies the method for determining whether the A&S Faculty Assembly has a quorum
- New language points to another section of the bylaws for rules re: modifying the A&S Faculty Assembly’s use of parliamentary procedure.

The College of Arts and Sciences

By-Laws

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THE COLLEGE OF ARTS AND SCIENCES

UNIVERSITY OF LOUISVILLE

OBJECTIVES OF THE COLLEGE OF ARTS AND SCIENCES

- A. To present and articulate the major elements of the human cultural heritage.
- B. To assist students in the development of exact, critical, and independent thinking and to provide them with an understanding of the nature of scholarship.
- C. To further the general education of students, with special emphasis on the recognition of all human values and of civic and international responsibilities.
- D. To enable students to acquire, through both their general and more specialized studies, a foundation for further personal and professional growth. This objective includes such preparation for careers as can legitimately be a part of the curriculum of a College of Arts and Sciences.
- E. To establish and maintain the College as a community of scholars and center of intellectual activity, promoting professional development of the faculty.

BY-LAWS OF THE COLLEGE OF ARTS AND SCIENCES

I. PURPOSE

These By-Laws provide for the organization and governance of the Faculty of the College of Arts and Sciences at the University of Louisville.

II. MEMBERSHIP

A. Kinds of Members

(1) ~~Regular~~ Full-time Tenure-Track/Tenured Faculty Members ~~Members~~

~~Regular~~ Full-time ~~Such~~ members of the faculty of the College of Arts and Sciences hold full-time tenured or ~~probationary~~ tenure-track academic appointments in the University. These appointments may be of two kinds:

- a) sole appointments: a full-time academic appointment at the rank of tenure-track instructor or above in the College, with or without administrative duties
- b) joint appointments: a full-time academic appointment shared between the College and another unit, provided that the primary appointment is at the rank of tenure-track instructor or above in the College, with or without administrative duties.

(2) ~~Temporary Members~~ Full-time Term Faculty Members

~~Temporary~~ Full-time term faculty ~~Such~~ members of the faculty of the College of Arts and Sciences shall meet the following criterion:

Full-time, ~~temporary~~ non-tenure-track appointment in the College for a minimum of one academic year with the primary appointment at the rank of instructor (term) or above in the College, with or without administrative duties.

(3) ~~Associate Members~~ Affiliated Full-time Faculty Members

~~Associate~~ ~~Affiliated full-time faculty~~ ~~Such~~ members of the faculty of the College of Arts and Sciences shall meet the following criterion:

Full-time appointment for a minimum of one academic year in the University with the primary appointment in a unit other than the College of Arts and Sciences, provided that the appointment in the College is at the rank of instructor or above, with or without administrative duties.

B. Privileges of Members

(1) Full-time Tenure-Track/Tenured Faculty ~~Regular Members~~

~~Regular~~ Full-time tenure-track and tenured faculty members shall be entitled to vote in meetings of the Faculty Assembly and in College elections, to serve on College committees, and to represent the College in University bodies except where prohibited by other sections of these By-Laws. Full-time tenure-track and tenured faculty ~~Regular~~ members shall be entitled to vote in meetings of their department, program, or division and to represent them in College and University bodies.

Full-time tenure-track and tenured faculty ~~Regular~~ members with appointments in more than one department, program, or division shall be entitled to vote in the meetings of their primary department, program, or division and to represent them in College and University bodies. They

shall have the same privileges in their secondary department, program, or division subject to the by-laws of that department, program, or division.

(2) Full-time Term Faculty

~~•~~ ~~Temporary Members~~

~~Temporary Full-time term members~~ faculty shall be entitled to vote in meetings of the Faculty Assembly and in College elections. Full-time term faculty ~~Temporary~~ members may be granted voting privileges in the by-laws of a department or program in which ~~the primary appointment is held~~ they hold an appointment. Should such by-laws permit, full-time term faculty may vote in chair elections, hiring decisions, and other personnel matters, including personnel policies, and may serve on their department's Personnel Committee. As per the Redbook, full-time term faculty cannot vote ~~ion tenure and promotion cases. to vote on all matters except faculty personnel policies and actions.~~

Full-time term faculty ~~Temporary~~ members may serve on College committees and represent the College in University bodies, unless prohibited by other sections of these By-Laws or by the definition of the composition of a specific committee in the Standing Rules.

(2)(3) Associate Affiliated Full-time Faculty Members

~~Associate members~~ Affiliated full-time faculty shall be entitled to vote in meetings of the Faculty Assembly and in College elections. ~~Associate members~~ Affiliated full-time faculty may vote in meetings of their department, program, or division subject to the by-laws of the department or program.

III. THE FACULTY ASSEMBLY

All members of the College of Arts and Sciences as defined in Article II shall be voting members of the Faculty Assembly.

IV. STUDENT REPRESENTATION IN THE FACULTY ASSEMBLY

The Arts and Sciences Student Council is invited to elect one undergraduate student for a one-year term as a representative to Faculty Assembly meetings. Undergraduate representatives to the Faculty Assembly or to any College committee must be enrolled full-time and in good standing.

The Arts and Sciences representatives on the Graduate School Council are invited to elect one graduate student to a one-year term as representative to Faculty Assembly meetings. Graduate student representatives to the Faculty Assembly or to any College committee must be enrolled full-time and must be in good standing as defined by the Graduate School and making satisfactory progress toward a degree.

The student representatives to the Faculty Assembly shall have the right to vote on all matters before the assembly except personnel, budget, and faculty grievance.

V. PART-TIME LECTURER REPRESENTATION IN THE FACULTY ASSEMBLY

Arts and Sciences part-time lecturers are invited to elect two of their number to serve a one-year term as representatives to Faculty Assembly meetings. The part-time lecturer representatives to the Faculty Assembly shall have the right to vote on all matters before the assembly except personnel, budget, and faculty grievance.

VI. JURISDICTION OF THE FACULTY ASSEMBLY

As provided by *The Redbook* 3.3.2 the faculty of the College of Arts and Sciences functioning as the Faculty Assembly shall have general legislative powers over its own affairs including, but not limited to, admission requirements, curricula, instruction, examinations, personnel policy and procedures, collegiate structure, and recommendations through the President to the Board of Trustees for the granting of degrees.

VII. OFFICERS AND COMMITTEES OF THE FACULTY ASSEMBLY

A. Officers

At an election meeting in the spring semester of each academic year, the Faculty Assembly shall elect a chairperson and a parliamentarian to serve for the next year, commencing on August 15. In the absence of the chairperson, the parliamentarian shall preside at meetings of the Faculty Assembly. The presiding officer, at ~~his or her~~ their discretion, may resolve a tie vote. The dean shall meet with and make an annual report to the Faculty Assembly as an officer of the College. The Faculty Assembly shall have a secretary and such other officers as it may require. An A&S staff member may serve as secretary of the Assembly. ~~or other officers.~~

An actionable motion to remove an officer may be brought to the Assembly by the Committee on Committees. Officers can be removed by two-thirds majority of the Assembly.

B. Committees

The Faculty Assembly may create standing and *ad hoc* committees as it deems fit. Committees may recommend action as specified in their charges.

VIII. MEETINGS OF THE FACULTY ASSEMBLY

A. Meetings

At least one meeting of the Faculty Assembly must be called each semester of the academic year. Other meetings may be called at the request of the dean, or by written petition of fifteen (15) voting members of the Faculty Assembly. The assembly shall meet within 30 days after the receipt of the petition.

B. Notification

Notification of all meetings, together with an agenda, must be sent to all members of the Faculty Assembly by the Dean's Office and such notice shall be given at least five (5) working days prior to the time of meetings except in emergencies. Notification of the meeting also must be sent to the President of the University.

C. Quorum

The number of voting members (as defined in section II) required for a quorum is ~~A quorum shall consist of~~ one-fourth of the total number of ~~probationary-tenure-track~~ and tenured faculty members of the College of Arts and Sciences as of August 15 of the current academic year. ~~Full time term faculty in attendance count toward the required quorum.~~

D. Minutes

Minutes of all Faculty Assembly meetings shall be distributed by the Dean's Office to all members of the Faculty Assembly, to the Chairperson of the Faculty Senate, to the Office of the President, and to the University Archives.

E. Parliamentary Procedure

The conduct of Faculty Assembly meetings shall proceed according to the current edition of *Robert's Rules of Order* except as modified in the College Standing Rules. Modification of these rules must follow the procedures outlined in Section XI. ~~requires a two-thirds majority of the Assembly.~~

IX. ORGANIZATION OF THE COLLEGE OF ARTS AND SCIENCES

Administration and governance of the College shall be carried out by:

- (1) The Dean of the College
- (2) The chairs and committees of its divisions, departments, and programs.
- (3) The Faculty Assembly.
- (4) Committees mandated in these By-Laws.
- (5) Standing committees as may be established by the Faculty Assembly and specified in the Standing Rules

A. Responsibilities of the Dean

The dean of the College shall be appointed and reviewed under the provisions of *The Redbook* 3.2. The duties and responsibilities of the dean are enumerated in *The Redbook* 3.2.2. and in the position description in the addendum to these By-Laws.

B. College Committees

(1) Kinds of Committees

- a) Committees established in the College By-Laws
- b) Standing committees established by the Faculty Assembly

The composition, responsibilities, and method of election of standing committees will be defined by the Faculty Assembly when they are created.

- c) *Ad-hoc* committees

Ad-hoc committees may be created by the Faculty Assembly, the dean, or by a duly constituted college committee to serve specific purposes.

(2) General Committee Practices

a) Reporting

All college committees intending to bring actionable motions to the Assembly, except for those involving honors and awards, must circulate a draft of the text in a time sufficient for comment on and, if needed, revision and perfection of the language and substance of the proposal, viz. at least five (5) days prior to the notification of the meeting and publication of the agenda. In addition, Standing Committees shall make regular reports to the Faculty.

b) Challenges to Committee Decisions

Ordinary committee decisions stand unless challenged. Assembly meetings to consider committee decisions shall be called by the dean upon receipt of a written petition of fifteen (15) voting members of the Faculty Assembly. The petition must be presented within thirty (30) calendar days (during which the College shall have been in session) after the distribution of those decisions by published minutes.

C. Actions Reserved to the Faculty Assembly

The following actions by any committee shall require action at a Faculty Assembly meeting

called specifically for that purpose:

- (1) Any action affecting the College Personnel Policy;
- (2) Any change in the allocation policy for salary increases;
- (3) Any decision which touches upon the role students should play in College grievance;
- (4) Any change in the department or program structure of the College;
- (5) Any change in the general education requirements for the College's baccalaureate programs;
- (6) Any change in the By-Laws of the College; and
- (7) Any change in the College Standing Rules

D. Committees Established in the College By-Laws or the College Standing Rules

Committees established and defined in these By-Laws may be abolished or altered only through the process of amendment of these By-Laws.

Both regular members and members on term appointments are eligible for election to the faculty seats on the committees as provided in this document and in the Standing Rules.

Nomination of faculty members to these committees will be made by the Committee on Committees as provided for in the College Standing Rules.

Elected members of these committees may not serve consecutive full terms on the same committee.

These committees are elected by the faculty by mail ballot or any mechanism determined by the faculty in the College Standing Rules.

When a vacancy occurs on these committees during the academic year, the Committee on Committees will fill the vacancy.

E. *Ex Officio* Members of Committees

The dean, or dean's designee, is an *ex officio*, non-voting, member of all college committees except as otherwise specified.

F. Elected Members of Decanal Search Committees

Arts and Sciences faculty representatives on a decanal search committee shall be elected by the faculty by mail ballot or any mechanism determined by the faculty in the College Standing Rules. Nominations for the search committee shall be made by the Committee on Committees in accordance with its regular procedures.

X. STRUCTURE OF THE COLLEGE OF ARTS AND SCIENCE

A. Divisions

In order to reflect the diversity of its faculty and the variety of its several departments and programs and for the sake of administrative convenience and of the orderly conduct of elections, the College has grouped its several departments and programs into divisions.

(1) Structure and Function

The full-time faculty of each division shall collectively be its governing body. They may establish committees or other appropriate machinery for transacting the business of the division, provided that the plan or organization results in one member of the division serving as chair. The chair is the responsible representative of the division to the Dean of the College. The authority of the divisional organization does not in any way limit the autonomy of the individual departments or program within that division.

(2) Responsibilities of Divisional Chairpersons

For divisions which offer academic programs, the chair shall prepare the annual budget; recommend personnel actions for persons whose primary appointments are in the division; recruit new members of the division in accordance with College personnel policy; administer policies established by the divisional faculty; staff divisional course offerings; develop the division's goals and mission statement; and perform other duties as established by the Redbook and College Personnel Policy. The chair of the division does not have executive powers over the chairs of faculty of departments or programs within that division.

The chair of divisions not offering academic programs shall administer policies established by the divisional faculty and carry out the applicable duties and responsibilities of chairpersons as established by the Redbook and College Personnel Policy.

(3) Selection and Review of Divisional Chairpersons

The chair shall have primary appointment with the division or one of its departments or programs. The divisional chair shall be elected by a process delineated in policies established by the divisional faculty and shall be reviewed by the process used to review department and program chairs.

B. Departments and Programs

The full-time faculty of each department shall collectively be its governing body. They may establish committees or other appropriate machinery for transacting the business of the department, provided that the plan or organization results in one member of the department serving as chair. The chair is the responsible representative to the Dean of the College.

C. Responsibilities, Selection, and Review of Chairpersons

The Chairpersons of the College shall be appointed and reviewed under the provisions of *The Redbook* 3.3.5. The duties and responsibilities of the chairpersons are enumerated in *The Redbook* 3.3.5C.

XI. AMENDMENT

- A. These By-Laws may be amended by the concurrence of two-thirds of the members of the Faculty Assembly, present and voting, provided that:
 - B. A copy of the proposed amendment has been sent to each member of the Faculty before the meeting at which it is first considered
 - C. The motion to amend the By-Laws is then tabled for at least one week; and
 - D. The amendment is approved in accordance with the provisions of *The Redbook*.

XII. ADOPTION

These By-Laws shall become effective when approved by two-thirds of the members of the Faculty

Assembly, present and voting, after consideration at a regularly scheduled meeting, and when approved in accordance with the provisions of *The Redbook*.

Addendum

Position Description for the Dean of the College of Arts and Sciences

The Dean of the College of Arts and Sciences shall be responsible directly to the Office of the Executive Vice President and University Provost for the administration and efficient conduct of the educational programs of the College. The duties of the dean shall include the enforcement of policies and regulations adopted by the Board of Trustees, the President, the Provost, the University Faculty Senate, the University Assembly, and the Faculty Assembly of the College of Arts and Sciences. The dean shall be responsible for:

- Acting as the advocate for the College within the University and within the larger community;
- coordinating and integrating the work of the academic departments, and programs
- recommending a budget to the Provost;
- administering the approved budget;
- teaching and the improvement of instruction;
- recommending appointment, promotion, retention, and dismissal of faculty members;
- enrolling students; evaluating advanced standing credits; advising students; scheduling classes;
- providing such support as may be needed by college committees;
- supervising the conduct of students and appropriate student organizations;
- meeting or exceeding all compliance standards;
- writing the annual report of the College;
- and preparing other such documents as are required for the orderly administration of the College.

The dean shall also be responsible for all cooperative programs involving the College of Arts and Sciences and other units of the University. Within the framework of Chapter 6 of *The Redbook*, the dean shall have the power to discipline students for breach of academic conduct to the extent of suspension from the College.

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE BYLAWS DOCUMENT OF
THE BRANDEIS SCHOOL OF LAW

Academic & Student Affairs Committee – December 14, 2023
Executive & Compensation Committee – December 14, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the revised Brandeis School of Law Bylaws document in the form [attached](#) hereto.

BACKGROUND:

A summary of the requested revisions is [attached](#).

A red-lined version of revisions is also [attached](#).

The revised document has been approved by the Law School faculty and recommended by the Dean of the Brandeis School of Law.

The proposed changes were reviewed by the Office of the Provost and General Counsel. The Interim University Provost joins the President in making this recommendation.

COMMITTEE ACTION:

Passed _____
Did Not Pass _____
Other _____

____ Signature on file _____
Assistant Secretary

BOARD ACTION:

Passed _____
Did Not Pass _____
Other _____

____ Signature on file _____
Assistant Secretary

BYLAWS

Louis D. Brandeis School of Law University of Louisville

ARTICLE I.

These Bylaws are promulgated pursuant to *The Redbook* (sec. 3.3.4), and it is intended that these Bylaws shall be consistent also with the bylaws of the Association of American Law Schools, the American Bar Association Standards for Approval of Law Schools and with any applicable rules of the Supreme Court of Kentucky.

ARTICLE II.

The name of the school shall be the Louis D. Brandeis School of Law at the University of Louisville.

ARTICLE III. Law Faculty Membership

- A. The Law School Faculty shall consist of personnel in the Law School who are tenured professors or in the tenure track position as authorized by *The Redbook*.
 - 1. Law School Faculty hired to teach the first-year legal writing curriculum must continue in that appointment unless hired for an unrestricted appointment through the normal recruitment process for other full time tenure track appointments. Law School writing faculty, however, may teach additional subjects as deemed appropriate by the Associate Dean for Academic Affairs.
 - 2. Law School Faculty hired to teach clinical courses must continue in that appointment unless hired for an unrestricted appointment through the normal recruitment process for other full time tenure track appointments. Law School clinical faculty, however, may teach additional subjects as deemed appropriate by the Associate Dean for Academic Affairs.
- B. The Law Library Faculty shall consist of personnel in the Law Library who are tenured professors or in tenure track positions or in term positions requiring a professional degree.
- C. Visiting Faculty shall consist of personnel in the Law School hired to teach a specific course load on a non-tenure track, full term contract.
- D. Adjunct Faculty shall consist of personnel in the Law School hired to teach a specific course or courses on a non-full time, non-tenure track basis.
- E. Term Faculty shall consist of all personnel in the Law School who are hired on multi-year renewable non-tenure track term contracts.

- F. Emeritus Faculty shall consist of those retired Law School Faculty voted such status by a majority of the Law School Faculty members, upon motion of any member of the Law School Faculty. Emeritus Faculty members shall not have voting rights or official governance status, but may be appointed as nonvoting members of ad hoc committees.
- G. Unless otherwise noted, Law Faculty in this document includes only personnel described in Paragraphs III. A and B.

ARTICLE IV. Law School Governance

A. Law Faculty Responsibility.

Except for those areas enumerated below, or as specifically provided elsewhere, the Law School Faculty shall share general responsibility for determining policy of the Law School.

1. The Law School Faculty shall have responsibility for the selection, retention, reappointment, promotion, tenure, and periodic career review of Law School Faculty and Term Faculty pursuant to the Faculty Hiring Procedures as adopted by the Law School Faculty. These are available on the Law School's website. The Law School Faculty (acting as a whole or through committee) shall also approve Law School Faculty appointments as provided in *The Redbook*.
2. The Dean of the Law School, in consultation with the Faculty Appointments Committee, the Associate Dean for Academic Affairs and other appropriate faculty committees, shall have responsibility for the appointment of Visiting Faculty and Adjunct Faculty, at rank commensurate with education and experience. No such appointment, continuation or renewal thereof shall result in acquisition of tenure or implied renewal for subsequent periods.
3. The Law School Faculty shall have responsibility for curriculum; admissions policies; and academic standards for retention, advancement, and graduation of students.
4. The Law Library Faculty (acting as a whole or through committee) shall approve appointments to the Law Library Faculty. In addition, the appointment of the Law Librarian or any Law Faculty member whose duties are primarily assigned within the Law Library shall be made by a vote of the Law School Faculty and the Law Library Faculty acting as a unit, each person present having one vote. These approvals, if recommended by the Dean, shall be forwarded to the appropriate authorities as provided by *The Redbook*.
5. The Personnel Committee of the Law School Faculty shall make the initial recommendation concerning the retention, reappointment, and promotion of Law School Faculty members and Term Faculty members and the initial recommendation concerning advancement to tenure for Law School Faculty members.

The Personnel Committee of the Law Library Faculty shall make the initial recommendation concerning the retention and promotion of Law Library Faculty members and the advancement to tenure of any Law Library Faculty member in a tenure track position. Law Library Faculty who are members of the Law Library Personnel Committee shall participate with the Law School Faculty Personnel Committee in the discussion and determination concerning reappointment, retention, tenure, and promotion of the Law Librarian as a single unit, with each person present having one vote. These recommendations together with the Dean's own recommendation shall be submitted to the Office of the Provost and President for further consideration. The recommendation of the Dean shall be the recommendation of the unit with respect to reappointment, retention, promotion, and tenure.

6. The selection, appointment, retention, promotion and the awarding of tenure of the Law Librarian shall be by the same process as that of other Law School Faculty members except that the Law Library Faculty will participate as described in VI.B.4 and VI.B.5 above, and a recommendation from the University librarian shall also be obtained.
7. The Dean, the Law Librarian, the Law School Faculty, and the Law Library Faculty shall be responsible for determining the Law Library policies in accordance with the general legislative powers of the faculty. The Dean, as administrative head of the Law School including the Law Library, and the Law Librarian shall consult with the University librarian when appropriate.

B. Dean

1. The Dean of the Law School shall be the educational and administrative head of the school subject to the provisions of *The Redbook*. It shall be the obligation of the Dean to keep the administrative officers of the University, as required in *The Redbook*, and the Law Faculty fully informed concerning the educational and financial strength of the Law School and of its compliance with the accreditation standards of the American Bar Association and the Association of American Law Schools.

The Dean shall maintain a liaison with the alumni bench and bar and shall be responsible for fund raising activities for the Law School. The Dean, Law Faculty, and the Director of Continuing Legal Education (if one has been appointed) shall be responsible for all continuing legal education sponsored by the University of Louisville.

The Dean shall receive the recommendations of the Personnel Committee with respect to reappointment, retention, promotion, and tenure and forward them together with the Dean's own recommendation to the proper University officials. The Personnel Committee may elect to forward its recommendation separately.

The Dean shall be responsible for scheduling classes, administering the personnel policies concerning the staff and faculty, preparing a budget for submission to the Office of the President, and writing an annual report. The Dean shall have the power to discipline students for breach of conduct in academic matters, subject to

the provisions of *The Redbook*. The Dean shall be responsible for the certification of students to the Board of Bar Examiners.

The Dean shall also be responsible for such additional duties as may be suggested by the Board of Trustees, the Office of the President, or the Law Faculty.

2. The Dean of the Law School shall be appointed by the Board of Trustees, in accordance with applicable provisions of *The Redbook*. Before the appointment of a Dean, the Personnel Committee shall make a recommendation concerning the award of tenure as required by *The Redbook*. A Dean of the Law School shall be appointed only if qualified for and granted tenure at the time of appointment.

C. Law Librarian

The Law Librarian, under the administrative direction of the Dean, shall be responsible for implementing the library policy developed by the Dean, the Law Librarian, and the Law School Faculty and Law Library Faculty as outlined in these Bylaws, and for the efficient operation of the Law Library including development and maintenance of the Law Library, for furnishing library assistance to faculty and students, for the selection of acquisitions, and for the arrangement of materials. The Law Librarian shall keep the Dean and the faculty informed of the compliance of the Law Library with the accreditation standards of the Association of American Law Schools and the American Bar Association. The Law Librarian, under the administrative direction of the Dean, and in cooperation with the faculty, shall maintain a current written plan for implementation of Law Library support for the educational program of the Law School. Under the supervision of the Dean, the Law Librarian shall develop a budget for the Law Library to be included as part of and administered in the same manner as the budget of the Law School. The Law Librarian, under the administrative direction of the Dean and in cooperation with the Law Faculty, shall be responsible for the selection and retention of Law Library personnel.

ARTICLE V. Faculty Meetings

- A. The Law Faculty shall hold faculty meetings once a month during the academic year at a time and place announced by the Dean. Law School Faculty, Law Library Faculty and Term Faculty shall be eligible to participate and vote in meetings except as follows:
 1. Members of the Law Library Faculty, Visiting Faculty, Adjunct Faculty and Emeritus Faculty shall not be eligible to vote on matters concerning selections, reappointment, retention, promotion, or tenure of Law School Faculty; curriculum; admissions policies; academic standards for retention, advancement, and graduation of students; and academic performance of individual students. Term Faculty shall not be eligible to vote on matters concerning selections, reappointment, retention, promotion, or tenure of Law School Faculty. Members of the Law Library Faculty shall be eligible to participate and vote on the selection, reappointment, retention, promotion, or tenure of the Law Librarian and other Law Faculty with primary appointment in the Law Library.

2. Two law students, selected by the executive committee of the Student Bar Association at the beginning of each academic year, shall be entitled to participate and vote in faculty meetings, provided, however, that these student representatives shall not be eligible to participate or vote on matters concerning individual students or faculty members.
- B. The Dean shall preside at faculty meetings but may designate another Law Faculty member to preside at a faculty meeting, and in the absence of the Dean and designee, those voting members at the meeting may elect a faculty member to preside.
 - C. The Dean of the Law School may call additional meetings of the Law Faculty and shall be required to do so upon the written request of five members of the Law Faculty.
 - D. Minutes of all action taken by the Law Faculty shall be recorded by a secretary selected by the Law Faculty and shall be distributed in accordance with the rules of the University.
 - E. A quorum shall consist of a majority of Law Faculty, excluding those Law Faculty members on sabbatical or leave.

ARTICLE VI. Committees.

- A. Law School Committee Membership. Service is an essential component of a law school faculty member's duties. In determining committee assignments for each coming academic year, the Dean's Advisory Committee, after solicitation of preferences from eligible faculty and in consultation with the Dean as a shared responsibility, shall recommend Law School committee assignments to the voting faculty for approval by the last faculty meeting of the current academic year. Assistant and Associate Deans may be nonvoting ex officio members of a faculty committee. Associate Deans with faculty appointments, may be elected as regular, voting members of a faculty committee.
- B. The standing committees shall include: the Admissions Committee; the Academic Standards Committee; the Curriculum Committee; the Appointments Committee; the Dean's Advisory Committee; the Diversity, Equity, Inclusion, and Belonging Council; the Personnel Committee; and the Law Library Personnel Committee.
- C. Except where the membership or method of selecting a committee is otherwise specified by these Bylaws, the Law Faculty shall appoint and be responsible for determining the size and structure of standing unit committees, and such committees shall report to the Law Faculty and the Dean. Nothing in this provision shall preclude the Dean from appointing decanal ad hoc committees. The Law Faculty may delegate responsibility for selection of members for some or all of the standing committees to the Dean or to a committee. So far as practicable, membership of committees shall take account of gender representation and reflect the diversity of the law school community.
- D. The Personnel Committee of the Law School Faculty shall be composed of each full-time Law School Faculty member whose primary appointment is in the Law School and who is a tenured full professor. The operation of the Personnel Committee shall be in accordance with the personnel policies of the University as provided by *The Redbook* and with the personnel policies of the Law School Faculty. A quorum for Personnel

Committee meetings shall consist of two-thirds of the members of the Personnel Committee, including the Dean but excluding those on leave or sabbatical. Members on leave or sabbatical may attend and vote.

- E. The Personnel Committee of the Law Library Faculty shall be composed of each full-time Law Library Faculty member whose primary appointment is in the Law Library and who has been awarded tenure; the Law Librarian; and the Dean of the Law School. In addition, for promotion and tenure actions, the Dean shall appoint to the committee one full-time member of the Law School Faculty and one full-time member of the University Libraries faculty who are tenured. The operation of the Law Library Faculty Personnel Committee shall be in accordance with the personnel policies of the University as provided by *The Redbook* and with the personnel policies of the Law Library Faculty.
- F. If, in periodic career review for Law School Faculty, the Personnel Committee renders a finding that a tenured faculty member has not met the standard of Part V.B. of the Law School Personnel Policies for Appointment, Retention, Reappointment, Promotion, and Tenure, the reviewed faculty member may file a grievance in accordance with Article 4.4 of *The Redbook*.
- G. In any case where a tenured Law School Faculty member files a grievance against the Personnel Committee finding that the grievant has not met the standard of Part V.B. of the Law School Personnel Policies for Appointment, Retention, Reappointment, Promotion, and Tenure, the Personnel Committee shall, throughout, bear the burdens of going forward and of persuasion on every issue, whatever the issue may be, even if the issue embraces or arises from the grievant's defenses, if any, during a hearing before the Personnel Committee; and on any issue the Personnel Committee must prove its case with clear and convincing evidence.
- H. Admissions Committee. The Admissions Committee shall take the leadership position among the faculty in support of the Assistant Dean of Admissions in the process of recruitment of new students, including through participation in admissions events and communication with prospective students. As requested by the Assistant Dean of Admissions, the Admissions Committee will review applicant files and provide input and consultation on admission.
- I. Academic Standards Committee. The Academic Standards Committee shall have the primary responsibility for the development of those rules and regulations which are necessary for the academic integrity of the Law School. Matters including, but not limited to, class attendance, grading, testing, the correlation between grading and bar passage, and course evaluations, fall within the purview of the Academic Standards Committee. The committee shall make recommendations on such matters to the Law School Faculty to adopt or reject such recommendations. In addition, the committee shall have responsibility for deciding when and under what conditions a Brandeis Law student, not presently enrolled, may be readmitted to the law school, either as a new student or with advanced standing.

- J. Curriculum Committee. The Curriculum Committee shall have the delegated authority for making recommendations to the Law School Faculty for the maintenance and development of a sound curriculum, paying particular attention to ABA accreditation standards including those concerning learning outcomes and assessment. The Law School Faculty shall have the delegated responsibility to adopt and amend the curriculum.
- K. Appointments Committee. The Appointments Committee has advisory responsibility with the Dean for the recruitment of new Law School Faculty members. The committee shall recommend to the tenure-system faculty and the Dean the appointments of tenure-system faculty and term faculty. The tenure-system faculty shall have an advisory role to the Dean who makes recommendations to the Provost for appointment of probationary tenure-system and term faculty. The tenured Law School Faculty shall have an advisory role to the Dean, who makes recommendations to the Provost on the granting of tenure, at the time of hire or promotion. The Dean is charged to give great weight to the advice of the faculty. The committee is responsible for developing and implementing an effective process for the targeted recruitment of all tenure-system faculty with particular attention to diversity in hiring and to hiring persons with expertise in particular areas identified by the Curriculum Committee and who meet high standards of academic achievement.
- L. Dean's Advisory Committee. The Dean's Advisory Committee ("DAC") shall consist of at least five faculty members. DAC members for the coming academic year shall be elected no later than the March faculty meeting of the current academic year. The DAC may advise the Dean on a broad array of matters relating to the law school including policies and procedures, budget, and strategic planning. To facilitate continuity, DAC members may be elected to serve up to four annual terms; however, to also ensure broad participation, any DAC member who has served four consecutive terms must take at least one year off before serving again on the DAC.
- M. Diversity, Equity, Inclusion, and Belonging Council ("DEIB Council;" previously Diversity Committee). The Diversity, Equity, Inclusion, and Belonging Council ("DEIB Council") is advisory to the Dean and includes faculty and staff members as well as at least six student representatives, who will apply for membership. The DEIB Council will recommend any relevant policy or process changes to the Dean who will help facilitate the appropriate governance actions to implement any new policies or directives. The DEIB Council will also work closely with the Assistant Director for Diversity & Community Engagement.
- N. The Student Academic Grievance Committee. If a complaint is initiated under *Redbook* Sec. 6.8, the Dean shall appoint a Student Academic Grievance Committee made of four members of the Law Faculty and one student selected in consultation with the Student Bar Association. The Dean shall also select the chair of the committee.
- O. Brandeis School of Law Ad Hoc Committees. The DAC, in consultation with the Dean, will convene ad hoc committees as needed.

- P. University Committees. Brandeis School of Law participates in University academic governance through representation on University committees. University committee assignments shall be recommended to the voting faculty for approval in time to be consistent with University practices.

ARTICLE VII.

Any individual or group, other than the Personnel Committees, may delegate authority under these Bylaws to any other individual, committee, or subcommittee; provided, however, that voting by proxy shall not be permitted.

ARTICLE VIII. Rules of Order.

The latest edition of Robert's Rules of Order (Revised) shall govern the conduct of faculty meetings of the Law School in all cases in which they are not inconsistent with these Bylaws or the rules of the Law School.

ARTICLE IX. Amendment to the Bylaws.

These Bylaws may be amended by a majority vote of the Law Faculty, subject to approval by the Board of Trustees. Any proposal for amending these Bylaws shall be distributed to Law Faculty not less than seven days prior to the faculty meeting at which the change will be considered.

These bylaws were adopted by the faculty of the University of Louisville School of Law on June 15, 1978.
Amended by the Law Faculty December 1980, April 4, 1983, April 21, 1983
Ratified by the Law Faculty on May 17, 1983
Amended September 10, 1985, October 21, 1985, December 1985, May 8, 1986
Approved by the Board of Trustees: October 27, 1986
Amended April 9, 1990
Approved by the President: December 5, 1990
Adopted by the Law Faculty on April 25, 1995; Revised on October 23, 1995
Approved by the Board of Trustees: November 27, 1995
Amended by the Law Faculty: November 15, 1999; May 8, 2006; and May 10, 2011
Approved by the Board of Trustees: September 8, 2011
Amended by the Law Faculty April 17, 2018
Approved by the President: April 24, 2019
Amended by the Law Faculty February 21, 2023, and April 11, 2023
Approved by Faculty Senate: October 4, 2023
Approved by the Board of Trustees: December 14, 2023

Brandeis School of Law Bylaws Revisions Summary of Requested Changes

A quick summary of the revisions is as follows:

First, to help with both hiring and retention, we codified our de facto practice to provide that faculty hired to teach the first-year legal writing curriculum and those hired to teach clinical courses “*may teach additional subjects as deemed appropriate by the Associate Dean for Academic Affairs.*”

Second, we updated our committee structure which had not been updated in several decades. By revising our committee structure, we were able to both eliminate redundant committees and ensure we maintain essential standing committees. As noted in the Bylaws, the “charge” of each standing committee is articulated to provide a greater foundation for each committee’s work. The new Standing Committees shall include: the Academic Standards Committee; the Admissions Committee; the Curriculum Committee; the Appointments Committee; the Dean’s Advisory Committee; the Diversity, Equity, Inclusion, and Belonging Council; the Personnel Committee; and the Law Library Personnel Committee.

BYLAWS
Louis D. Brandeis School of Law
University of Louisville

ARTICLE I.

These Bylaws are promulgated pursuant to *The Redbook* (sec. 3.3.4) and it is intended that these Bylaws shall be consistent also with the bylaws of the Association of American Law Schools, the American Bar Association Standards for Approval of Law Schools and with any applicable rules of the Supreme Court of Kentucky.

ARTICLE II.

The name of the school shall be the Louis D. Brandeis School of Law at the University of Louisville.

ARTICLE III. Law Faculty Membership

- A. The Law School Faculty shall consist of personnel in the Law School who are tenured professors or in the tenure track position as authorized by *The Redbook*.
 - 1. Law School Faculty hired to teach the first-year legal writing curriculum must continue in that appointment unless hired for an unrestricted appointment through the normal recruitment process for other full time tenure track appointments. [Law School writing faculty, however, may teach additional subjects as deemed appropriate by the Associate Dean for Academic Affairs.](#)
 - 2. Law School Faculty hired to teach clinical courses must continue in that appointment unless hired for an unrestricted appointment through the normal recruitment process for other full time tenure track appointments. [Law School clinical faculty, however, may teach additional subjects as deemed appropriate by the Associate Dean for Academic Affairs.](#)
- B. The Law Library Faculty shall consist of personnel in the Law Library who are tenured professors or in tenure track positions or in term positions requiring a professional degree.
- C. Visiting Faculty shall consist of personnel in the Law School hired to teach a specific course load on a non-tenure track, full term contract, ~~pursuant to Article IV.A.2.~~
- D. Adjunct Faculty shall consist of personnel in the Law School hired to teach a specific course or courses on a non-full time, non-tenure track basis, ~~pursuant to Article IV.A.2.~~
- E. Term Faculty shall consist of all personnel in the Law School who are hired on multi-year renewable non-tenure track term contracts, ~~pursuant to Article IV.A.1 and 2.~~
- F. Emeritus Faculty shall consist of those retired Law School Faculty voted such status by a majority of the Law School Faculty members, upon motion of any member of the Law

School Faculty. Emeritus Faculty members shall not have voting rights or official governance status, but may be appointed as nonvoting members of ad hoc committees.

- G. Unless otherwise noted, Law Faculty in this document includes only personnel described in Paragraphs III. A and B.

ARTICLE IV. Law School Governance

A. Law Faculty Responsibility.

Except for those areas enumerated below, or as specifically provided elsewhere, the Law School Faculty shall share general responsibility for determining policy of the Law School.

1. The Law School Faculty shall have responsibility for the selection, retention, reappointment, promotion, tenure, and periodic career review of Law School Faculty and Term Faculty pursuant to the Faculty Hiring Procedures as adopted by the Law School Faculty ~~on November 23, 1999, and as amended from time to time~~. These are available on the Law School's website. The Law School Faculty (acting as a whole or through committee) shall also approve Law School Faculty appointments as provided in *The Redbook* ~~(See 3.3.1)~~.
2. The Dean of the Law School, in consultation with the Faculty [Appointments Recruitment](#) Committee, the Associate Dean for Academic Affairs and other appropriate faculty committees, shall have responsibility for the appointment of Visiting Faculty and Adjunct Faculty, at rank commensurate with education and experience, ~~pursuant to the Faculty Hiring Procedures as adopted by the Law School Faculty on November 23, 1999, and as amended from time to time~~. No such appointment, continuation or renewal thereof shall result in acquisition of tenure or implied renewal for subsequent periods.
3. The Law School Faculty shall have responsibility for curriculum; admissions policies; and academic standards for retention, advancement, and graduation of students.
4. The Law Library Faculty (acting as a whole or through committee) shall approve appointments to the Law Library Faculty. In addition, the appointment of the Law Librarian or any Law Faculty member whose duties are primarily assigned within the Law Library shall be made by a vote of the Law School Faculty and the Law Library Faculty acting as a unit, each person present having one vote. These approvals, if recommended by the Dean, shall be forwarded to the appropriate authorities as provided by *The Redbook*.
5. The Personnel Committee of the Law School Faculty shall make the initial recommendation concerning the retention, reappointment, and promotion of Law School Faculty members and Term Faculty members and the initial recommendation concerning advancement to tenure for Law School Faculty members.

The Personnel Committee of the Law Library Faculty shall make the initial recommendation concerning the retention and promotion of Law Library Faculty members and the advancement to tenure of any Law Library Faculty member in a

tenure track position. Law Library Faculty who are members of the Law Library Personnel Committee shall participate with the Law School Faculty Personnel Committee in the discussion and determination concerning reappointment, retention, tenure, and promotion of the Law Librarian as a single unit, with each person present having one vote. These recommendations ~~with the other materials contemplated by *The Redbook* (Sees. 2.5.2 and 4.1.5.G.4) in promotion and tenure~~ ~~eases~~ together with the Dean's own recommendation shall be submitted to the Office of the Provost and President for further consideration. The recommendation of the Dean shall be the recommendation of the unit with respect to reappointment, retention, promotion, and tenure. ~~(*The Redbook* See 4.2.1.C.1).~~

6. The selection, appointment, retention, promotion and the awarding of tenure of the Law Librarian shall be by the same process as that of other Law School Faculty members except that the Law Library Faculty will participate as described in VI.B.4 and VI.B.5 above, and a recommendation from the University librarian shall also be obtained. ~~(*The Redbook* §§ 3.1.1, 4.1.5.G.3.b, 4.2.1.C.3.b, all as revised 9/27/82).~~
7. The Dean, the Law Librarian, the Law School Faculty and the Law Library Faculty shall be responsible for determining the Law Library policies in accordance with the general legislative powers of the faculty. ~~(*The Redbook* § 3.1.1 as revised 9/27/82, § 3.3.2).~~ The Dean, as administrative head of the Law School including the Law Library, and the Law Librarian shall consult with the University librarian when appropriate.

B. Dean

1. The Dean of the Law School shall be the educational and administrative head of the school subject to the provisions of *The Redbook*. It shall be the obligation of the Dean to keep the administrative officers of the University, as required in *The Redbook*, and the Law Faculty fully informed concerning the educational and financial strength of the Law School and of its compliance with the accreditation standards of the American Bar Association and the Association of American Law Schools.

The Dean shall maintain a liaison with the alumni bench and bar and shall be responsible for fund raising activities for the Law School. The Dean, Law Faculty, and the Director of Continuing Legal Education (if one has been appointed) shall be responsible for all continuing legal education sponsored by the University of Louisville.

The Dean shall receive the recommendations of the Personnel Committee with respect to reappointment, retention, promotion, and tenure and forward them together with the Dean's own recommendation to the proper University officials. The Personnel Committee may elect to forward its recommendation separately.

The Dean shall be responsible for scheduling classes, administering the personnel policies concerning the staff and faculty, preparing a budget for submission to the Office of the President, and writing an annual report. The Dean shall have the power to discipline students for breach of conduct in academic matters, subject to

the provisions of *The Redbook*. The Dean shall be responsible for the certification of students to the Board of Bar Examiners.

The Dean shall also be responsible for such additional duties as may be suggested by the Board of Trustees, the Office of the President, or the Law Faculty.

2. The Dean of the Law School shall be appointed by the Board of Trustees, in accordance with applicable provisions of *The Redbook*. Before the appointment of a Dean, the Personnel Committee shall make a recommendation concerning the award of tenure as required by *The Redbook*. A Dean of the Law School shall be appointed only if qualified for and granted tenure at the time of appointment.

C. Law Librarian

The Law Librarian, under the administrative direction of the Dean, shall be responsible for implementing the library policy developed by the Dean, the Law Librarian, and the Law School Faculty and Law Library Faculty as outlined in these Bylaws, and for the efficient operation of the Law Library including development and maintenance of the Law Library, for furnishing library assistance to faculty and students, for the selection of acquisitions, and for the arrangement of materials. The Law Librarian shall keep the Dean and the faculty informed of the compliance of the Law Library with the accreditation standards of the Association of American Law Schools and the American Bar Association. The Law Librarian, under the administrative direction of the Dean, and in cooperation with the faculty, shall maintain a current written plan for implementation of Law Library support for the educational program of the Law School. Under the supervision of the Dean, the Law Librarian shall develop a budget for the Law Library to be included as part of and administered in the same manner as the budget of the Law School. The Law Librarian, under the administrative direction of the Dean and in cooperation with the Law Faculty, shall be responsible for the selection and retention of Law Library personnel. ~~When a Law Librarian holding faculty rank in the Law Library Faculty is reviewed by the Law School, a recommendation from the University Librarian shall also be obtained (*The Redbook* Secs. 4.1.5.G.3.b. and 4.2.C.3.b).~~

ARTICLE V. Faculty Meetings

- A. The Law Faculty shall hold faculty meetings once a month during the academic year at a time and place announced by the Dean. Law School Faculty, Law Library Faculty and Term Faculty shall be eligible to participate and vote in meetings except as follows:
 1. Members of the Law Library Faculty, Visiting Faculty, Adjunct Faculty and Emeritus Faculty shall not be eligible to vote on matters concerning selections, reappointment, retention, promotion, or tenure of Law School Faculty; curriculum; admissions policies; academic standards for retention, advancement, and graduation of students; and academic performance of individual students. Term Faculty shall not be eligible to vote on matters concerning selections, reappointment, retention, promotion, or tenure of Law School Faculty. Members of the Law Library Faculty shall be eligible to participate and vote on the selection, reappointment, retention, promotion, or tenure of the Law Librarian and other Law Faculty with primary appointment in the Law Library.

2. Two law students, selected by the executive committee of the Student Bar Association at the beginning of each academic year, shall be entitled to participate and vote in faculty meetings, provided, however, that these student representatives shall not be eligible to participate or vote on matters concerning individual students or faculty members.
- B. The Dean shall preside at faculty meetings but may designate another Law Faculty member to preside at a faculty meeting, and in the absence of the Dean and designee, those voting members at the meeting may elect a faculty member to preside.
- C. The Dean of the Law School may call additional meetings of the Law Faculty and shall be required to do so upon the written request of five members of the Law Faculty.
- D. Minutes of all action taken by the Law Faculty shall be recorded by a secretary selected by the Law Faculty and shall be distributed in accordance with the rules of the University.
- E. A quorum shall consist of a majority of Law Faculty, excluding those Law Faculty members on sabbatical or leave.

ARTICLE VI. Committees.

A. Law School Committee Membership. Service is an essential component of a law school faculty member's duties. In determining committee assignments for each coming academic year, the Dean's Advisory Committee, after solicitation of preferences from eligible faculty and in consultation with the Dean as a shared responsibility, shall recommend Law School committee assignments to the voting faculty for approval by the last faculty meeting of the current academic year. Assistant and Associate Deans may be nonvoting ex officio members of a faculty committee. Associate Deans with faculty appointments, may be elected as regular, voting members of a faculty committee.

~~A.B.~~ The following shall be standing committees shall include: of the Law School: the Admissions Committee; the Academic Standards Committee; the Curriculum Committee; the Appointments Committee; the Dean's Advisory Committee; the Diversity, Equity, Inclusion, and Belonging Council; the Personnel Committee; and the Law Library Personnel Committee.; Economic Welfare; International Law Opportunities; Advising, Reinstatement and Probation; Student Grievance; Library; Strategic Planning and Personnel.

~~B.C.~~ Except where the membership or method of selecting a committee is otherwise specified by these Bylaws, the Law Faculty shall appoint and be responsible for determining the size and structure of standing unit committees, and such committees shall report to the Law Faculty and the Dean. Nothing in this provision shall preclude the Dean from appointing decanal ad hoc committees. The Law Faculty may delegate responsibility for selection of members for some or all of the standing committees to the Dean or to a committee. So far as practicable, membership of committees shall take account of gender representation and reflect the diversity of the law school community.

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~~C~~.D. The Personnel Committee of the Law School Faculty shall be composed of each full-time Law School Faculty member whose primary appointment is in the Law School and who is a tenured full professor. The operation of the Personnel Committee shall be in accordance with the personnel policies of the University as provided by *The Redbook* and with the personnel policies of the Law School Faculty. A quorum for Personnel Committee meetings shall consist of two-thirds of the members of the Personnel Committee, including the Dean but excluding those on leave or sabbatical. Members on leave or sabbatical may attend and vote.

~~D~~.E. The Personnel Committee of the Law Library Faculty shall be composed of ~~at least six members:~~ each full-time Law Library Faculty member whose primary appointment is in the Law Library and who has been awarded tenure; the Law Librarian; and the Dean of the Law School. In addition, for promotion and tenure actions, the Dean shall appoint to the committee one, and two full-time members of the Law School Faculty and one full-time member of the University Libraries faculty who are tenured, who are currently serving on the Library Committee and who are members of the Law School Faculty Personnel Committee. In addition, if there are fewer than two tenured members of the Law Library Faculty, the Dean shall each year appoint to the committee full-time members of the University libraries who are tenured, so that the total number of librarians represented on the committee shall total no fewer than two. The operation of the Law Library Faculty Personnel Committee shall be in accordance with the personnel policies of the University as provided by *The Redbook* and with the personnel policies of the Law Library Faculty.

~~E. A quorum for Personnel Committee meetings shall consist of two-thirds of the members of the Personnel Committee, including the Dean but excluding those on leave of sabbatical. Members on leave or sabbatical may attend and vote.~~

F. If, in periodic career review for Law School Faculty, the Personnel Committee renders a finding that a tenured faculty member has not met the standard of Part V.B. of the Law School Personnel Policies for Appointment, Retention, Reappointment, Promotion, and Tenure, the reviewed faculty member may file a grievance in accordance with Article 4.4 of *The Redbook*.

G. In any case where a tenured Law School Faculty member files a grievance against the Personnel Committee finding that the grievant has not met the standard of Part V.B. of the Law School Personnel Policies for Appointment, Retention, Reappointment, Promotion, and Tenure, the Personnel Committee shall, throughout, bear the burdens of going forward and of persuasion on every issue, whatever the issue may be, even if the issue embraces or arises from the grievant's defenses, if any, during a hearing before the Personnel Committee; and on any issue the Personnel Committee must prove its case with clear and convincing evidence.

H. Admissions Committee. -The Admissions Committee shall take the leadership position among the faculty in support of the Assistant Dean of Admissions in the process of recruitment of new students, including through participation in admissions events and communication with prospective students. As requested by the Assistant Dean of Admissions, the Admissions Committee will review applicant files and provide input and consultation on admission.

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I. Academic Standards Committee. The Academic Standards Committee shall have the primary responsibility for the development of those rules and regulations which are necessary for the academic integrity of the Law School. Matters including, but not limited to, class attendance, grading, testing, the correlation between grading and bar passage, and course evaluations, fall within the purview of the Academic Standards Committee. The committee shall make recommendations on such matters to the Law School Faculty to adopt or reject such recommendations. In addition, the committee shall have responsibility for deciding when and under what conditions a Brandeis Law student, not presently enrolled, may be readmitted to the law school, either as a new student or with advanced standing.

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J. Curriculum Committee. The Curriculum Committee shall have the delegated authority for making recommendations to the Law School Faculty for the maintenance and development of a sound curriculum, paying particular attention to ABA accreditation standards including those concerning learning outcomes and assessment. The Law School Faculty shall have the delegated responsibility to adopt and amend the curriculum.

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K. Appointments Committee. The Appointments Committee has advisory responsibility with the Dean for the recruitment of new Law School Faculty members. The committee shall recommend to the tenure-system faculty and the Dean the appointments of tenure-system faculty and term faculty. The tenure-system faculty shall have an advisory role to the Dean who makes recommendations to the Provost for appointment of probationary tenure-system and term faculty. The tenured Law School Faculty shall have an advisory role to the Dean, who makes recommendations to the Provost on the granting of tenure, at the time of hire or promotion. The Dean is charged to give great weight to the advice of the faculty. The committee is responsible for developing and implementing an effective process for the targeted recruitment of all tenure-system faculty with particular attention to diversity in hiring and to hiring persons with expertise in particular areas identified by the Curriculum Committee and who meet high standards of academic achievement.

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L. Dean's Advisory Committee. The Dean's Advisory Committee ("DAC") shall consist of at least five faculty members. DAC members for the coming academic year shall be elected no later than the March faculty meeting of the current academic year. The DAC may advise the Dean on a broad array of matters relating to the law school including policies and procedures, budget, and strategic planning. To facilitate continuity, DAC members may be elected to serve up to four annual terms; however, to also ensure broad participation, any DAC member who has served four consecutive terms must take at least one year off before serving again on the DAC.

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M. Diversity, Equity, Inclusion, and Belonging Council ("DEIB Council"; previously Diversity Committee). The Diversity, Equity, Inclusion, and Belonging Council ("DEIB Council") is advisory to the Dean and includes faculty and staff members as well as at least six student representatives, who will apply for membership. The DEIB Council will recommend any relevant policy or process changes to the Dean who will help facilitate

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the appropriate governance actions to implement any new policies or directives. The DEIB Council will also work closely with the Assistant Director for Diversity & Community Engagement.

N. The Student Academic Grievance Committee. If a complaint is initiated under *Redbook* Sec. 6.8, the Dean shall appoint a Student Academic Grievance Committee made of four members of the Law Faculty and one student selected in consultation with the Student Bar Association. The Dean shall also select the chair of the committee.

O. Brandeis School of Law Ad Hoc Committees. The DAC, in consultation with the Dean, will convene ad hoc committees as needed.

P. University Committees. Brandeis School of Law participates in University academic governance through representation on University committees. University committee assignments shall be recommended to the voting faculty for approval in time to be consistent with University practices.

~~G.~~

~~H. The Student Grievance Committee shall be composed of five members selected as follows: one student selected by the Student Bar Association and four Law Faculty members appointed by the Dean of the Law School. The Dean shall select the chair of the committee. In a situation where the student member is involved in the grievance or removed because of challenge, the Student Bar Association shall appoint an alternate student member for that grievance. When a faculty member of the committee is involved in the grievance or removed because of challenge, the Dean of the Law School shall appoint an alternate faculty member to serve on the committee for that grievance.~~

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ARTICLE VII.

Any individual or group, other than the Personnel Committees, may delegate authority under these Bylaws to any other individual, committee, or subcommittee; provided, however, that voting by proxy shall not be permitted.

ARTICLE VIII. Rules of Order.

The latest edition of Robert's Rules of Order (Revised) shall govern the conduct of faculty meetings of the Law School in all cases in which they are not inconsistent with these Bylaws or the rules of the Law School.

ARTICLE IX. Amendment to the Bylaws.

These Bylaws may be amended by a majority vote of the Law Faculty, subject to approval by the Board of Trustees. Any proposal for amending these Bylaws shall be distributed to Law Faculty not less than seven days prior to the faculty meeting at which the change will be considered.

These bylaws were adopted by the faculty of the University of Louisville School of Law on June 15, 1978.
Amended by the Law Faculty December 1980, April 4, 1983, April 21, 1983
Ratified by the Law Faculty on May 17, 1983
Amended September 10, 1985, October 21, 1985, December 1985, May 8, 1986
Approved by the Board of Trustees: October 27, 1986
Amended April 9, 1990
Approved by the President: December 5, 1990
Adopted by the Law Faculty on April 25, 1995; Revised on October 23, 1995
Approved by the Board of Trustees: November 27, 1995
Amended by the Law Faculty: November 15, 1999; May 8, 2006; and May 10, 2011
Approved by the Board of Trustees: September 8, 2011
Amended by the Law Faculty April 17, 2018
Approved by the President: April 24, 2019
[-Amended by the Law Faculty February 21, 2023 and April 11, 2023](#)
[Approved by Faculty Senate: October 4, 2023](#)
[Approved by the Board of Trustees: December 14, 2023](#)

RECOMMENDATION TO BOARD OF TRUSTEES
CONCERNING PERSONNEL MATTERS

Academic and Student Affairs Committee – December 14, 2023

Executive and Compensation Committee – December 14, 2023

RECOMMENDATION:

The President recommends that the following personnel recommendations be approved by the Board of Trustees.

School of Public Health

Kathryn Cardarelli, PhD, University of Texas Houston School of Public Health; appointment as Professor (Tenured) of Epidemiology and Population Health and Dean of the School of Public Health and Information Sciences, April 8, 2024.

Notable Accomplishments:

Since 2007, Dr. Cardarelli has served in multiple leadership roles, first at the University of North Texas Health Science Center (UNTHSC) and more recently at the University of Kentucky (UK). From 2007 to 2013, as Director of the Center for Community Health at UNTHSC, she expanded and strengthened relationships between the university and Dallas/Fort Worth community partners, resulting in the development of a thriving community-engaged research program. At UK since 2014, Dr. Cardarelli served as Associate Dean for Academic and Student Affairs, Diversity and Inclusion Officer, and Senior Associate Provost for Administration and Academic Affairs, among others. As Senior Associate Provost, she led the use of faculty analytics and other tools to advance tactics for recruitment, retention and progression of women faculty and faculty of color. Coming from UK, she understands SACSCOC and CPE and has direct experience with CEPH (Council on Education for Public Health) accreditation, having led the UK College of Public Health to a successful 7-year reaccreditation.

Selection Process:

National search using the search firm, Isaacson, Miller.

Salary Data:

Incumbent base salary:	\$ 252,111
Incumbent supplement:	\$ 117,195
Incumbent total compensation:	\$ 369,306

Proposed base salary:	\$ 250,000
Proposed supplement:	\$ 160,000
Proposed total:	\$ 410,000

Budget impact: \$ 40,694

Median benchmark comparison: \$ 396,297

Benchmark position title: Dean, Public Health

Benchmark source: CUPA-HR Administrators in Higher Education
Doctoral Institutions by Total Expense Quartile, Quartile 4

Year of benchmark data: 2021-2022

Benchmark data number of incumbents: 40

Benchmark data number of institutions: 40

School of Medicine:

David Stirling, PhD, Associate Professor (Tenured) of Neurological Surgery; additional appointment as the James R. Petersdorf Chair in Spinal Cord and Head Injury Research, December 15, 2023 through December 14, 2028.

Notable Accomplishments:

Dr. Stirling completed his PhD at the University of British Columbia in 2005. He was recruited to the University of Louisville in 2012 as an Assistant Professor and was promoted to Associate Professor with an award of tenure in 2018. Currently a member of the Kentucky Spinal Cord Injury Research Center, the National Neurotrauma Society, the Society for Neuroscience, and the Canadian Association of Neuroscience, Dr. Stirling has maintained consistent funding since his hire in 2012, including several RO1's as Principal Investigator. He is well published in peer-reviewed journals and engages in scholarly activities at a local, national, and international level.

Selection Process:

The Endowed Chair was offered as part of Dr. Stirling's recruitment package in 2012.

Salary Data:

Current base salary: \$ 96,962.22

Current supplement: \$ 48,410.00

Total compensation: \$ 145,372.22

Proposed base salary: \$ 96,962.22

Proposed supplement: \$ 48,410.00

Proposed total: \$ 145,372.22

Budget impact: No change

Median benchmark comparison: \$154,500

Benchmark position title: Associate Professor, Neurosurgery, PhD

Benchmark source: AAMC Faculty Salary Survey

Year of benchmark data: FY 2021-22

Benchmark data number of incumbents: 61
Benchmark data number of institutions: 151

COMMITTEE ACTION:

Passed _____
Did Not Pass _____
Other _____

____Signature on file _____
Assistant Secretary

BOARD ACTION:

Passed _____
Did Not Pass _____
Other _____

____Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE
UNIVERSITY OF LOUISVILLE BOARD OF TRUSTEES
CONCERNING PROMOTION AND TENURE

Academic and Student Affairs Committee – December 14, 2023

Executive and Compensation Committee – December 14, 2023

RECOMMENDATION:

The President recommends that the following promotion and tenure recommendation be approved by the Board of Trustees:

Brian Davis, PhD, Associate Professor (Probationary) of Anatomical Sciences and Neurobiology; award of tenure, January 1, 2024.

COMMITTEE ACTION:

Passed _____

Did Not Pass _____

Other _____

____ Signature on file _____

Assistant Secretary

BOARD ACTION:

Passed _____

Did Not Pass _____

Other _____

____ Signature on file _____

Assistant Secretary

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

Executive & Compensation Committee – December 14, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve the use or establishment of the Carolyn Siler Browning Endowed Chair in Immunogenomics, and further authorize the President or her designee to execute any documents required to complete the creation of this new endowed fund.

BACKGROUND:

The University of Louisville Foundation received two irrevocable estate gifts to the School of Medicine:

- Estate of Carolyn S. Browning for \$934,498.15
- Estate of Clifford Ernst (total estate to exceed \$100,000, of which \$65,501.85 will be designated for this purpose).

The University will request the gifts be matched by a contribution of \$1,000,000 from the Commonwealth of Kentucky Research Challenge Trust Fund resulting in a total contribution of \$2,000,000.

These funds will be used to establish the Carolyn Siler Browning Endowed Chair in Immunogenomics in the School of Medicine.

Per the guidelines of the UofL Naming Policy, the University Naming Committee supports the designation of the endowed chair.

The Charitable Gift Agreement is [attached](#).

See second [attachment](#) for additional information.

BOARD ACTION:

Passed _____

Did Not Pass _____

Other _____

____ Signature on file _____


Assistant Secretary

Endowment Match Program
Notice of Board Approval
December 14, 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 Carolyn Siler Browning Endowed Chair in Immunogenomics in the amount of \$2,000,000.


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

ENDOWMENT



Amended Charitable Gift Agreement

This Amended Charitable Gift Agreement is entered into by and between the University of Louisville, School of Medicine (herein referred to as “School of Medicine”), and the University of Louisville Foundation, Inc. (hereinafter referred to as “Foundation”). This agreement supersedes and replaces any prior agreements.

The School of Medicine desires to commit the following two irrevocable estate gifts issued to the Foundation for the benefit of the Council on Postsecondary Education Endowment Match Program:

- Estate of Carolyn S. Browning, received on April 17, 2023, for \$934,498.15
- Estate of Clifford Ernst to be received by May 1, 2024, for a minimum of \$100,000 of which \$66,000 will be used for the benefit of the Council on Postsecondary Education Endowment Match Program

Subject to the approval of the Board of Trustees, the gifts will be used to establish the Carolyn Siler Browning Endowed Chair (hereinafter referred to as the “Fund”) and to request the state match from the Council on Postsecondary Education, to be held in perpetuity in the School of Medicine.

1. Additional contributions by the Donor and others to the Fund can be made at any time, all subject to the provisions hereof.
2. The Fund may be comingled and invested as part of the Foundation’s co-mingled fund.
3. 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 of Louisville, and the purposes stated herein. Any distributions received which are not

ENDOWMENT



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). 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. 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.

4. The Foundation assesses a fee to help defray the costs associated with its operations, fundraising and administration of the Fund. The fee is approved annually by the Foundation Board and reviewed by the University's Board of Trustees. 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. As of the date of this agreement, the approved administrative fee is 0.75%.
5. The criteria for the use of the Fund, will be as follows:
 - a. The Fund will be designated centrally to the School of Medicine Administration.
 - b. The School of Medicine Dean and Vice Dean for Research, currently held by Jeffrey M. Bumpous, M.D. FACS and Jon B. Klein, M.D., Ph.D., FASN, respectfully, will nominate for approval the endowed chair holder.
 - c. Upon the initial approval of the Council on Postsecondary Education Endowment Match Program, the Fund will be used to support an endowed chair in

ENDOWMENT



immunogenomics in support of the Department Chair in the Department Biochemistry and Molecular Genetic, currently being held by Ronald D. Gregg, Ph.D. to leverage an already significant investment in the School of Medicine's genomics research infrastructure while empowering the School of Medicine to build critical capacity in this new and rapidly developing research.

- d. Distributions from the fund may be used to support the annual compensation of the incumbent and may also include start-up costs, travel, and other professional expenses directly related to his/her research, as permitted by university policy.
 - e. The School of Medicine Dean and the Vice Dean for Research reserves the right to redesignate the endowed chair supported by the Fund for any purpose that benefits the School of Medicine and per the approval of the matching funds by the Council on Postsecondary Education.
6. This agreement may not be amended, modified, or supplemented except by written amendment signed by both parties. Individuals and entities who make additional gifts to the endowment but are not signers to this agreement shall be notified of the 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.
7. If, in the opinion of the Foundation's Board of Directors, upon the recommendation of the President of the University of Louisville, unforeseen circumstances occur that prevent the Fund distributions from being used for the purposes stated above, Fund distributions may be used for any purpose which most nearly accomplishes the School of Medicine's wishes.

ENDOWMENT



8. 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.

Signature on file

11/16/2023 | 09:47 PST

Jeffrey M. Bumpous, M.D. FACS
Interim Dean
University of Louisville, School of Medicine

Date

University of Louisville Foundation, Inc.

By:

Signature on file

11/20/2023 | 15:17 PST

Keith M. Sherman
Executive Director
Chief Operating Officer

Date

Seen and approved by:

Signature on file

11/20/2023 | 15:29 EST

Kim E. Schatzel, Ph.D.
President
University of Louisville

Date

BOARD OF TRUSTEE ACTION REQUESTS FROM UNIVERSITY ADVANCEMENT:

- 1) Creation of an Endowed Chair in Immunogenomics in the School of Medicine for the benefit of the Council on Postsecondary Education Endowment Match Program (Bucks for Brains).
- 2) Approval to name this the “Carolyn Siler Browning Endowed Chair in Immunogenomics,” per the guidelines of the UofL Naming Policy.

Name: **Carolyn Siler Browning Endowed Chair in Immunogenomics**

In support of: **School of Medicine**

Amount: **\$2M TOTAL**

Gift Information: The School of Medicine requests to commit the following two irrevocable estate gifts (equaling \$1M) issued to the UofL Foundation. The Council on Postsecondary Education Endowment Match Program (Bucks for Brains) will match these gifts to meet the minimum amount required for an Endowed Chair, pending approval of the UofL Board of Trustees.

- Estate of Carolyn S. Browning for \$934,498.15
- Estate of Clifford Ernst for \$65,501.85

Fund Purpose: The contribution of genetic factors to variation in the immune response remains poorly understood. This stems from the fact that many of the most critical immune genes reside in complex, highly repetitive regions of the human genome, which have been impossible to characterize using standard sequencing methods. As a result, descriptions of genetic diversity in these regions have lagged behind the rest of the genome, and we are only just now uncovering the extent of immunogenetic diversity among human populations. What is becoming increasingly apparent is that genetic diversity in immune genes significantly impacts individual immune responses, with critical implications for how we develop and administer novel vaccines and therapeutics, as well as characterize complex and dynamic immune responses in infection, autoimmune disease and cancer. These recent advances bring immunogenomics to the cutting edge of human health research. To keep pace with this rapidly expanding field and remain at the forefront of immune system and disease research, the School of Medicine must increase our critical mass of research in immunogenomics.

Donor Information: Judge Siler, executor of the Browning estate, has approved our request to name the chair in his sister’s memory. Mrs. Browning was a long-time Louisville resident, teaching music and Spanish for more than 30 years, mostly at the Anchorage School. Her husband, Harold Alonzo Browning, Jr., who died in 1992, was a City Editor of the *Louisville Times*. Her estate provided for gifts to medical schools at the University of Cincinnati, the University of Kentucky, UofL, Vanderbilt University and to the American Diabetes Association, Memorial Sloan Kettering, and St. Jude’s Children’s Research Hospital.

Naming Policy: Per the official UofL Naming Policy, all naming proposals over \$500,000 must be approved by a Naming Committee, appointed by the President. This action was taken on November 14, 2023 and received unanimous approval by all committee members on November 17, 2023.

RECOMMENDATION TO THE BOARD OF TRUSTEES CONCERNING AN
AMENDED LEASE AGREEMENT FOR THE EVPRI IN THE ATRIA BUILDING

Executive & Compensation Committee – December 14, 2023

RECOMMENDATION:

The President recommends that the Board of Trustees approve an amended lease agreement between the University of Louisville and The Nucleus Real Properties, LLC, as [attached](#).

BACKGROUND:

The University leases space within the Atria Building, located at 300 E. Market Street, Louisville, Kentucky 40202, from The Nucleus Real Properties, LLC. The space is used by the Office of the Executive Vice President for Research and Innovation, and the lease has been in place since 2013. The new amendment revises the lease as follows:

1. The term of the Lease is extended five years to expire November 30, 2028.
2. The square footage leased is reduced by approximately three thousand square feet.
3. Rent is decreased slightly to account for the reduction in square footage.
4. Landlord agrees to perform wall replacement work in the leased premises.
5. UofL is granted a right of second offer (after Atria) to lease additional space contiguous to the University's premises on the third floor of the Atria Building.

The original lease and all prior amendments are also [attached](#).

BOARD ACTION:

Passed _____

Did Not Pass _____

Other _____

Signature on file _____

Assistant Secretary

**AMENDMENT TO LEASE
EVPRI AT THE ATRIA**

THIS AMENDMENT TO LEASE (“Amendment”) is entered into effective as of December 1, 2023 (the “Effective Date”), between TNRP, LLC (Assignee of the interest of Kentucky’s Life Science and Innovation Center, LLC), a Kentucky limited liability company (“Landlord”) and **UNIVERSITY OF LOUISVILLE** (on behalf of the Office of the Executive Vice President for Research and Innovation) (“Tenant”).

WHEREAS, by that certain Lease Agreement dated August 29, 2013, as amended, (the “Lease”), Landlord did demise and lease to Tenant 26,085 square feet in a building located at 300 E. Market Street, Louisville, Kentucky 40202 (the “Premises”); and

WHEREAS, the Lease expires on November 30, 2023; and Landlord and Tenant desire to extend the term of the Lease for an additional five (5) year term commencing on December 1, 2023, consistent with the terms and conditions set forth in the Lease, except as amended and set forth herein.

NOW THEREFORE, for good and valuable consideration as set forth herein, the parties agree to extend and amend the Lease as follows:

- I. **Term**. Tenant and Landlord hereby extend the Lease for a term of five (5) years, commencing on December 1, 2023, and if not sooner terminated under the terms of the Lease, terminating at 11:59 p.m. on November 30, 2028 (the “Term”).

- II. **Premises**. Defined term “Premises” in Section 1, I. is amended to read in its entirety as follows:
 - 1.
 - I. **Premises**. 22,701 sf as shown on Exhibit A and as improved in accordance with Exhibit B as described in this Amendment.

- III. **Fixed Rent**. The Annual and Monthly Rent payments for this Term of the Lease shall be as follows:

Year 1: Monthly Payment: \$35,375.73	Total Annual Payment: \$424,508.70
Year 2: Monthly Payment: \$36,075.67	Total Annual Payment: \$432,908.07
Year 3: Monthly Payment: \$36,794.54	Total Annual Payment: \$441,534.45
Year 4: Monthly Payment: \$37,532.32	Total Annual Payment: \$450,387.84
Year 5: Monthly Payment: \$38,289.02	Total Annual Payment: \$459,468.24

- IV. **Renewal Option**. Renewal Option Addendum described in Exhibit I is deleted in its entirety.

- V. **Landlord’s Work**. Landlord, at its sole cost and expense, shall complete the work described in the Work Letter attached hereto as **Exhibit B** (the “Landlord’s Work”). Upon completion of the Landlord's Work, within thirty (30) days of Landlord's request, Tenant

will execute an acknowledgement that the Landlord's Work is complete and Tenant has accepted the Premises in AS IS, WHERE IS condition with Landlord having no further obligation for maintenance or repairs of the Premises except as otherwise provided in the Lease. If Tenant fails to provide such written acknowledgment or a written objection detailing with specificity any remaining Landlord's Work within such thirty (30) day period, Tenant will be deemed to have accepted the Premises as provided in the preceding sentence.

- VI. **Termination Option Addendum.** Exhibit J attached to the Lease is amended to read in its entirety as follows:

EXHIBIT J

TERMINATION OPTION ADDENDUM

(A) Termination Option. Tenant shall have the option (the "**Termination Option**") to terminate this Lease (with or without cause) with respect to the entire Premises pursuant to KRS 56.806(6) and, subject to the following further terms and conditions to the extent allowed by Kentucky law at the time of termination:

(1) Termination Date. Tenant shall give Landlord at least thirty (30) days prior written notice (the "**Notice**") to terminate the Lease. If Tenant does supply said Notice, then the Lease shall terminate on the date (the "**Termination Date**") which is thirty (30) days after Landlord receives the Notice from Tenant;

(2) Termination Fee. In the event Tenant terminates the Lease prior to the lease expiration date, Tenant shall pay to Landlord an amount (the "**Fee**") equal to the sum of all unamortized cost amounts (utilizing an 8.0% per annum interest rate) for (x) all brokerage commissions paid in connection with the Lease and (y) Landlord's cost for Landlord's Work incurred in connection with the Lease. In calculating the Fee, the unamortized initial full amount of Landlord's Work (as shall be determined upon completion of Landlord's Work) and the period to amortize Landlord's Work shall be 60 months from December 1, 2023 through November 30, 2028. The Fee will be calculated by Landlord and provided to Tenant upon written notice from Tenant of its intention to exercise the Termination Option.

(B) Terms. If Tenant timely and properly exercises the Termination Option and pays Landlord the Fee on or prior to the Termination Date, (i) all rent and other fees/charges payable under the Lease (by way of example, and without limitation, parking charges) shall be paid through and apportioned as of the Termination Date (in addition to payment by Tenant of the Fee); (ii) neither party shall have any rights, estates, liabilities, or obligations under this

Lease for the period accruing after the Termination Date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease; and (iii) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the Termination Date in the condition required under this Lease for surrender of the Premises.

(C) The Termination Option shall automatically terminate and become null and void without any further action immediately upon the occurrence of any of the following events: (i) the termination of Tenant's right to possession of the Premises pursuant to the Lease; (ii) the assignment by Tenant of this Lease (other than to an affiliate or successor entity of Tenant); (iii) the sublease or transfer by Tenant of the entire Premises demised under this Lease (other than to an affiliate or successor entity of Tenant).

VII. **Additional Provision**. There is hereby added the following new Section 57 to the Lease:

Right of Second Offer for Expansion Space. If after the date of this Lease, if the Lease shall be in full force and effect and if Tenant occupy the entire Premises and shall not then be in default of any of the provisions of the Lease, then, subject to the rights of a Atria Senior Living, Tenant shall have a right of first offer (as provided herein) with respect to leasing those certain 3,384 rentable square feet of space that are contiguous to the Premises and shown on the attached Exhibit A as "the Offer Space". Tenant's right of first offer shall be exercisable solely upon and subject to all of the following terms and conditions contained in this paragraph:

If after the Date of this Lease but before any Renewal Notice Deadline, the Offer Space shall become the subject of specific interest by a third-party for leasing, Landlord shall so notify Tenant in writing ("Landlord's Notice").

If Tenant shall desire to lease the Offer Space designated in Landlord's Notice, Tenant may exercise such right solely by giving Landlord written notice thereof ("Tenant's Notice") not more than seven (7) business days (with respect to which time is of the essence) after the date on which Landlord gave Landlord's Notice. If Tenant fails to timely send Tenant's Notice, then Tenant shall have no further rights to lease the Offer Space and Landlord may proceed to market and Lease the Offer Space without notice or further offer of any kind to Tenant.

Tenant shall not have the right to accept only part of the Offer Space offered but must accept the Offer Space in its entirety.

If Tenant shall timely give Tenant's Notice as to the Offer Space, then Tenant shall lease the Offer Space effective on a date to be

mutually agreed by the parties for Fair Market Rent. The Offer Space shall be added to and deemed a part of the Premises for all purposes of the Lease except as expressly otherwise provided herein.

If Tenant fails to execute and deliver an amendment to this Lease consistent with the foregoing within thirty (30) days after receipt by Tenant of the subject lease amendment, then Tenant's previous exercise of its right to lease the offered Expansion Space shall be deemed null and void and Landlord shall thereafter have the right to let any and all of the Expansion Space to any third party tenant(s).

Tenant agrees to accept possession of the offered Expansion Space in an "as is", "where is" physical condition and Tenant shall not be entitled to any credit or allowance or other economic concession from Landlord for the improvement thereof.

- VIII. **Ratification of Lease.** Capitalized terms used but not defined in this Amendment shall have the same definitions as set forth in the Lease. Landlord and Tenant each ratify and confirm that, except as modified herein, the Lease and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. The provisions of this Amendment shall prevail over any inconsistent or conflicting provisions of the Lease.
- IX. **References to Term in Lease.** Upon the execution of this Amendment, all references in the Lease to the "Lease Term" or "Term" shall mean the term as extended: beginning on December 1, 2023 and terminating on November 30, 2028. All references to termination or end of the Lease Term shall mean the term as extended.
- X. **No Default.** Each party represents and certifies to the other that, as of the date of this Amendment, and to its knowledge, the other party is not in default under any terms of the Lease nor has any event occurred which with the passage of time (after notice, if any, required by the Lease) would become an event of default under the Lease by such other party. Neither party has any claims, counterclaims, defenses or setoffs against the other arising from the Lease or the Premises nor is either party entitled to any concession, rebate, allowance, or free rent for any period after this certification.
- XI. **Miscellaneous.** This Amendment, together with the Lease, constitutes the entire agreement between the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment will be governed by the laws of the Commonwealth of Kentucky. This Amendment may be executed by E-signature, in any number of counterparts, each of which shall be an original, and may be delivered via facsimile or electronic document format such as PDF, but all of which taken together shall constitute one instrument.

End of Text; Signatures on Following Page

IN WITNESS WHEREOF, this Amendment has been made and delivered by an authorized representative of the undersigned as of the date and year stated below.

LANDLORD:

TNRP, LLC.,
a Kentucky limited liability company

By: _____

Its: _____

Dated: _____

TENANT:

UNIVERSITY OF LOUISVILLE

By: _____

Its: _____

Dated: _____

Recommended By

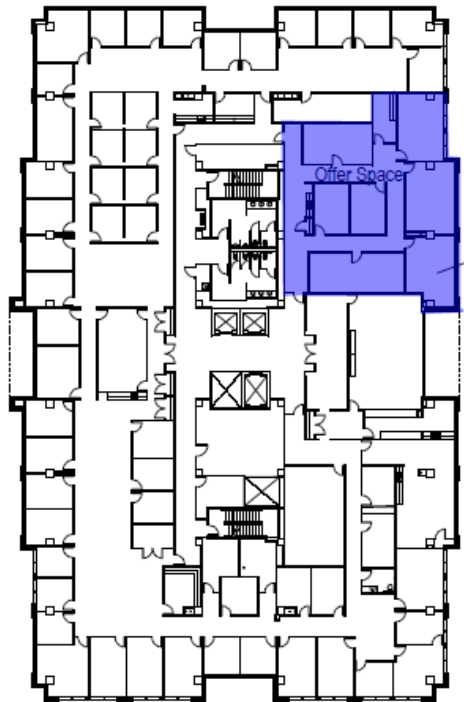
Kevin Gardner
Executive Vice President for Research and Innovation

Date: _____

EXHIBIT A



ATRIA SUPPORT CENTER
Third Floor



Renewal Premises: Entire floor less blue highlighted area = 22,701 SF

EXHIBIT B
WORK LETTER

This Work Letter (the “Work Letter”) is attached as an exhibit to and made a part of the Lease Agreement and the Amendment executed as of even date herewith (collectively, the “Lease”) between TNRP, LLC, a Kentucky limited liability company (“Landlord”) and **UNIVERSITY OF LOUVILLE** (“Tenant”).

As used in this Work Letter, the “Premises” shall be deemed to mean the Premises as defined and described in the Lease. Capitalized terms used herein, unless otherwise defined in this Work Letter, shall have the respective meanings ascribed to them in the Lease.

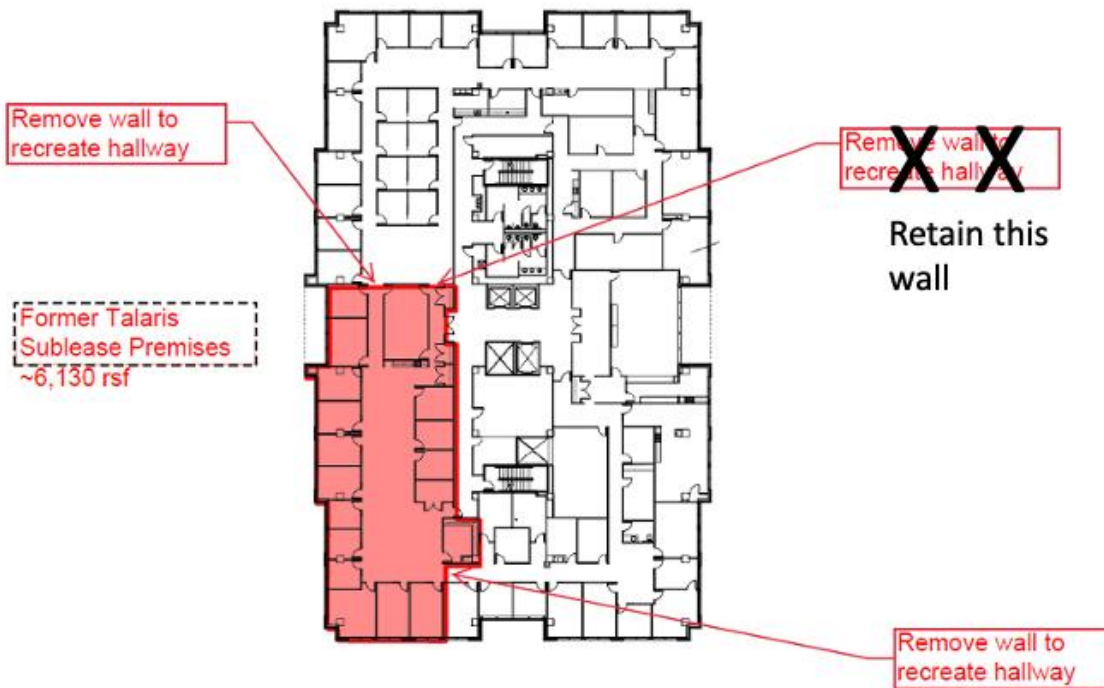
For and in consideration of the agreement to lease the Premises for an extended Term, as provided in the Amendment executed as of even date herewith, and the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Work.** Landlord, at its sole cost and expense, shall perform, or cause to be performed, the work (the “Landlord’s Work”) in the Premises provided for and described in the Plans (as defined in Paragraph 2 hereof) and the Amendment. All work shall be completed by a competent professional and with contractor grade materials. Landlord represents and warrants to Tenant that the Landlord’s Work shall be: (i) undertaken promptly and diligently performed in a good and workmanlike manner; (ii) constructed or performed in accordance with the Plans and all applicable legal requirements; and (iii) free from any mechanics’ or materialmen’s liens. Landlord shall use its best efforts to not unreasonably interfere with Tenant’s use of the Premises during performance of Landlord’s Work. **LANDLORD SHALL INDEMNIFY, DEFEND AND HOLD TENANT AND TENANT’S MEMBERS, PARTNERS, MANAGERS, AGENTS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL SUITS, ACTIONS, DAMAGES, LIABILITIES, CLAIMS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS) ARISING FROM: (A) DEFECTS IN MATERIAL OR WORKMANSHIP IN THE CONSTRUCTION OF THE LANDLORD’S WORK; (B) THE NEGLIGENCE OF LANDLORD AND LANDLORD’S CONTRACTORS, EMPLOYEES, MEMBERS, PARTNERS, MANAGERS, AGENTS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS IN CONNECTION WITH THE LANDLORD’S WORK.** Landlord shall use its best efforts to obtain all customary warranties from contractor’s with respect to Landlord’s Work and to enforce such warranties on Tenant’s behalf.
2. **Plans; Items to be Completed.** Landlord hereby agrees to complete the following Landlord’s Work in accordance with Exhibit B-1 attached hereto (the “Plans”):
 - Replacement of the walls installed for the Talaris sublease with paint touch up as required (the “Walls Replacement”);
3. **Construction Management Fee.** Landlord agrees to pay NTS Development Company a construction management fee of 5% of the total cost of the Work.

EXHIBIT B-1

EXHIBIT B-1

ATRIA SUPPORT
CENTER
Third Floor



101258654.5

NUCLEUS

STANDARD OFFICE LEASE AGREEMENT

LANDLORD

NUCLEUS: KENTUCKY'S LIFE SCIENCES AND INNOVATION CENTER, LLC,
a Kentucky limited liability company
c/o Attn: Property Manager
NTS Management Company
600 North Hurstbourne Parkway
Suite 300
Louisville, Kentucky 40222

TENANT

UNIVERSITY OF LOUISVILLE
*(on behalf of the Office of the Executive Vice President for
Research and Innovation)*
Jouett Hall
University of Louisville
Louisville, Kentucky 40292

August 29, 2013

NUCLEUS

STANDARD OFFICE LEASE AGREEMENT

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NUCLEUS

STANDARD OFFICE LEASE AGREEMENT

THIS LEASE is entered into as of August 29, 2013 (the "Execution Date"), by and between Landlord and Tenant, as hereinafter defined.

WITNESSETH:

In consideration of the terms and conditions set forth herein, Landlord and Tenant agree as follows:

1. **TERMS AND DEFINITIONS.** As used in this Lease, the following shall have the following meanings:

A. **Landlord.** **NUCLEUS: KENTUCKY'S LIFE SCIENCES AND INNOVATION CENTER, LLC**, a Kentucky limited liability company, whose address is c/o NTS Management Company, 600 North Hurstbourne Parkway, Suite 300, Louisville, Kentucky 40222.

B. **Rent Payments.** Mail to the following: Nucleus: Kentucky's Innovation Center, LLC, c/o Attention: Accounts Receivable Department, NTS Management Company, 600 North Hurstbourne Parkway, Suite 300, Louisville, Kentucky 40222.

C. **Tenant.** **UNIVERSITY OF LOUISVILLE** (*on behalf of the Office of the Executive Vice President for Research and Innovation*), whose address is Jouett Hall, University of Louisville, Louisville, Kentucky 40292.

D. **Commencement.**

(i) **Commencement Date.** December 1, 2013.

(ii) **Rent Commencement Date.** The Rent Commencement Date shall be the same as the Commencement Date.

(iii) **Early Access.** Landlord and its contractor(s) shall reasonably cooperate with Tenant and Tenant's phone, data, furniture and equipment contractors to provide such parties reasonable access to any portion of the Premises (on a rent free basis) prior to the Commencement Date for furniture and equipment installation and phone and data cabling, as applicable; provided, however, Tenant and such aforementioned parties shall not unreasonably interfere with the construction of the Tenant Finish by Landlord and its contractor(s).

E. **Term.** The Term shall commence on the Commencement Date and shall expire on June 30, 2014, as such Term may be terminated pursuant to Tenant's exercise of the Termination Option contained in the Termination Option Addendum which is attached hereto as

Exhibit J and incorporated by reference herein, and furthermore as such Term may be extended by Tenant's proper exercise of the Renewal Option(s) contained in the Renewal Option Addendum which is attached hereto as Exhibit I, and incorporated by reference herein.

F. Building. Nucleus and the attendant improvements, as the same may be changed from time to time, and the real property upon which it is located.

G. Building Address. 300 E. Market Street, Louisville, Jefferson County, Kentucky 40202.

H. Guarantor(s). None.

I. Premises. 26,085 s.f. (the entire Third Floor) as shown on Exhibit A and as improved in accordance with Exhibit C. Notwithstanding anything to the contrary herein, Tenant in its sole and absolute discretion, upon written notice (the "Reduction Notice") provided to Landlord on or before August 31, 2013, may at no penalty reduce the size of the Premises to a size not below 15,000 s.f. Should Tenant exercise its Reduction Notice: (i) Landlord shall have reasonable approval rights over the location and configuration of Tenant's reduced Premises (not to be below 15,000 s.f.); (ii) Landlord must be left with a vacant rectangular space in leasable condition which is not less than 1,000 s.f. in size; and (iii) a new Exhibit A showing the smaller Premises shall replace the existing Exhibit A hereto. Furthermore, should Tenant exercise the Reduction Option, then later desire to lease all or a portion of the remaining leftover space on the Third Floor, then if such space is then available for lease, the terms of such leasing of the leftover space would be governed by a mutually agreeable separate amendment to this Lease to be executed by both parties. Should Tenant exercise the Reduction Option, Landlord intends to market all remaining leftover space on the Third floor for lease to prospects and does not intend to hold any of said space off the market or to provide Tenant with any future rights on the leftover space other than to negotiate in good faith with Tenant should the leftover space be available for lease when Tenant notifies Landlord of its intent to lease it.

J. Suite Number. 300.

Floor Number. Third Floor.

K. Permitted Use. The lawful operation of office space and other lawful purposes incidental and ancillary thereto and for no other purpose. Subject to the terms and conditions contained in this Lease, Tenant and its employees shall have access to the Premises twenty four (24) hours per day, seven (7) days per week (except in the case of force majeure, an emergency, the performance of repairs or maintenance to the Premises, or other occurrence beyond Landlord's control).

L. Annual Rent. \$22.00 per s.f. of the Premises per annum.

M. Monthly Rent Installment. Monthly Rent Installment will be calculated at \$1.833333 per s.f. of the Premises per month.

N. Security Deposit: None.

Prepaid Rent: The first month's Rent due shall be payable prior to the Commencement Date.

O. Comprehensive General Liability Insurance Required. None required, except to the extent required by the Insurance and Waiver of Recovery Addendum attached hereto as Exhibit K.

P. [Intentionally Deleted]

Q. Tenant Finish. The total of all of Landlord's work to be performed by Landlord pursuant to the Work Letter Agreement, which is attached hereto as Exhibit C and incorporated herein by reference. Finalization of Tenant's Final Space Plan, the Tenant Finish Selections, Construction Documents, and Approved Plans (in each case as defined in the Work Letter Agreement) shall occur subsequent to the Execution Date of the Lease.

R. Approved Building Materials. All materials and finishes to be utilized in the construction of the Premises shall be new Class A materials and finishes and shall be reasonably approved by Landlord, in writing, prior to the commencement of construction.

S. Landlord's Floor Area. Means the aggregate amount of square feet of leasable floor area in the Building designated for the exclusive use and occupancy of rent paying tenants, which shall exclude the Common Areas and Service Areas.

T. Parking Charges. Tenant will receive 2 reserved parking spaces per each 1,000 s.f. of the Premises leased by Tenant in a location to be determined by Landlord in the designated surface parking area. During the Term hereof, Tenant shall pay Landlord the monthly parking charge which is presently \$55.00 per month per each reserved surface parking space for its use of these reserved spaces. Beginning July 1, 2015, the Parking Charges shall be subject to change from time to time upon prior written notice from Landlord. The Parking Charges are in addition to the Rent payable hereunder.

U. Tenant's Broker. No broker represented Tenant in connection with the Lease. NTS Commercial Realty represented Landlord) and shall be paid a commission by Landlord pursuant to a separate letter agreement.

V. [Intentionally Deleted]

W. Service Areas. Those areas of the Building within the outside walls used for mechanical rooms, elevator maintenance rooms, janitorial closets, electrical closets, telephone closets, building stairs, fire towers, elevator shafts flues, vents, stacks, pipe shafts, and vertical ducts (but shall not include any such areas for the use of any particular Tenant).

X. Common Areas. Those areas of the Building devoted to corridors, hallways, elevator foyers, atria, restrooms, vending areas and other facilities provided for the common use or benefit of tenants generally and/or the public in accordance with the Rules and Regulations attached to this Lease as Exhibit E, in accordance with the terms of Paragraph 26 of this Lease.

Y. [Intentionally Deleted]

Z. Normal Business Hours. Normal Business Hours of the Building shall be 7:00 a.m. until 7:00 p.m. on Monday through Friday, and 8:00 a.m. until 2:00 p.m. on Saturday.

2. PREMISES AND COMMON AREAS LEASED.

A. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises on the terms and conditions contained herein.

B. Landlord grants to Tenant a non-exclusive license to use in common with the other tenants in the Building the Common Areas subject to the Rules and Regulations referred to in Paragraph 26 below.

C. Landlord reserves the right from time to time without unreasonable interference with Tenant's Permitted Use, and upon reasonable prior notice except in the case of an emergency, to:

(a) Install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises which are located in the Premises or outside the Premises;

(b) To expand the Building; and

(c) To alter or relocate any other common facility.

D. Except as otherwise provided in this Lease, Landlord shall have the exclusive right to use all or any portion of the roof of the Building for any purpose and Tenant shall not have access to the roof without the prior written consent of the Landlord. Tenant must obtain the prior written approval of Landlord (such not to be unreasonably withheld) to use any portion of the roof of the Building, including the installation, size, number and location of radio antennas, television antennas and satellite dishes; provided, however, such use shall not (i) invalidate any roof warranty or (ii) unreasonably interfere with the transmissions, frequencies or use of the roof by Landlord or other tenants of the Building. Following the expiration or earlier termination of this Lease, Tenant shall, at its own cost and expense, remove any and all of its equipment from the roof and repair any damage to the roof or the Building which is proximately caused by said removal, so as to return the affected area of the Building to the condition in which

it existed prior to the installation of such equipment. Tenant shall not be permitted to install a loudspeaker or other similar device on the roof, any other portion of the Building or the Premises. A portion of the roof of the Building may be used by Landlord for a roof top garden, in accordance with plans and specifications acceptable to Landlord in its sole discretion. The roof top garden, when developed, will be part of the Common Areas and will be available for use by Tenant from time to time in accordance with rules and regulations adopted by Landlord from time to time during the term of the Lease, which rules and regulations shall become part of the Rules and Regulations attached to this Lease as Exhibit E, in accordance with the terms of Paragraph 26 of this Lease.

E. Landlord has planned for the Building to contain a conference facility, in accordance with plans and specifications acceptable to Landlord in its sole discretion. The conference facility, if and when developed, will be part of the Common Areas and will be available for use by Tenant from time to time in accordance with rules and regulations adopted by Landlord from time to time during the term of the Lease, which rules and regulations shall become part of the Rules and Regulations attached to this Lease as Exhibit E, in accordance with the terms of Paragraph 26 of this Lease. Landlord reserves the right to elect (i) not to construct the conference facility, or (ii) following the initial construction, to discontinue offering the conference facility to Tenant at any time during the Term of the Lease, in which event the conference facility will no longer be a part of the Common Areas, and Tenant shall have no further rights to the use or occupancy thereof.

3. TERM, CONSTRUCTION AND POSSESSION.

A. Commencement. The Term shall commence on the Commencement Date and shall continue for the Term, unless earlier terminated as provided herein. However, if Tenant, with Landlord's prior written permission occupies the Premises (or any part thereof) prior to such date, then the Term shall include the period from the date of occupancy to the Commencement Date. For purposes of the payment of Rent hereunder, Tenant shall not be deemed to have occupied the Premises until the Rent Commencement Date.

B. Construction of Improvements to Premises. The Premises shall be improved by Landlord and Tenant in accordance with the terms of Exhibit C attached hereto. The Tenant Finish shall be performed by Landlord as set forth in Exhibit C.

C. Commencement Date Agreement. On the date on which Tenant takes possession of all or any portion of the Premises, the parties shall execute a Commencement Date Agreement confirming the Commencement Date and Rent Commencement Date and setting forth any incomplete items (if any), but failure to execute such document shall not in any manner affect the obligations of the parties hereunder. Landlord shall construct the Tenant Finish (defined herein) in accordance with all applicable laws (including the American's with Disabilities Act), in a workmanlike manner and shall use reasonable efforts to complete the Tenant Finish in a timely manner.

D. Possession. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that such portion of the Premises was in good order and satisfactory condition when Tenant took possession, except as to latent and structural defects and punch list items which Landlord shall use good faith efforts to repair within thirty (30) days after receipt of the punch list from Tenant. Tenant acknowledges that, except as expressly set forth in this Lease, neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Building, or with respect to the suitability of either for the conduct of Tenant's Permitted Use.

E. Relocation. Landlord will have the right, in Landlord's sole discretion and at Landlord's reasonable cost and expense, upon not less than sixty (60) days prior written notice to Tenant, to relocate Tenant and to substitute for the Premises other equivalent space in the Building or in a newly constructed building (of equal or higher quality) adjoining the Building owned by the Landlord or its affiliates. The relocated Premises shall contain at least as much square footage (but not exceeding ten percent (10%) more square footage) and a comparable level of tenant finish as the Premises. If Tenant is already in occupancy of the Premises at the time Tenant notifies Tenant of such relocation, then Landlord will also fund (to the extent Landlord performs the work, in its discretion) or reimburse Tenant (as applicable) for (i) relocating Tenant's furniture and contents, (ii) relocating Tenant's phone system, (iii) relocating Tenant's network equipment, (iv) necessary low voltage cabling and wiring in the relocated premises, and (v) reasonable quantities of new stationery and business cards. Tenant shall submit receipts for expenditures to be reimbursed. This Lease shall remain in full force and effect except that Exhibit A shall be revised to describe the relocated premises and this Lease shall otherwise be revised to reflect the correct square footage and date for the relocated premises.

4. ANNUAL RENT. Tenant shall pay the Annual Rent (also referred to herein as the "**Rent**") to Landlord, at the address designated by Landlord in Paragraph 1 above or at such other place as Landlord may hereafter designate in writing, in the amount of the Monthly Rent Installments set forth in Subparagraph 1.M, commencing on the Rent Commencement Date, with such payments to be made in advance on or prior to the first day of each and every calendar month during the Term without demand, prior notice, set off or deduction. If the Term commences or ends on a day other than the first day of a month, then the Monthly Rent Installment for such partial month period shall be prorated on the basis of thirty (30) days to the month and shall be paid on the first day of such partial month. If in the event any federal, state or local governmental body imposes any tax or levy on any Rent, Tenant hereby agrees to pay as additional rent the amount of any such tax or levy, and such tax or levy will be added to the Rent.

5. [Intentionally Deleted]

6. USE. Tenant shall use and occupy the Premises only for the Permitted Use, and for no other business or purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises in violation of any applicable law, rule, regulation or ordinance or of the Certificate of Use and Occupancy issued for the Building, and shall immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to

be a violation of law, rule, regulation or ordinance or of said Certificate of Use and Occupancy. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's particular use or occupancy of the Premises (in lieu of applicability to tenants generally), impose any duty upon Tenant or Landlord with respect to the Premises or with respect to Tenant's particular use or occupation thereof. Tenant will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinance, laws and/or regulations of the municipality, county and/or state in which the Premises are located, whether required of Landlord or otherwise, in the conduct of Tenant's business. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or any other insurance policy covering the Building and/or property located therein and shall comply with all rules, orders, regulations and requirements of the Fire Department or Fire Marshall or any other person or organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord as additional rent for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Paragraph 6. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or unreasonably interfere with rights of other tenants or occupants of the Building, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, or any purpose out of harmony with the operation of a first-class office building, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises and shall keep the Premises in a first class repair and appearance, ordinary wear and tear excepted. While Landlord is responsible for supplying heat and air conditioning to the Premises in accordance with Paragraph 17 of the Lease, Tenant shall set the thermostats in the Premises to maintain a reasonable room temperature within the Premises.

7. CONTINUED OCCUPANCY. Tenant acknowledges that its continued occupancy of the Premises and the regular conduct of its business for the Permitted Use are of the utmost importance to the Landlord in avoiding the appearance and impression generally created by vacant space in office buildings, in facilitating the leasing of the vacant space in office buildings and in maintaining the character and quality of the Building and of the tenants in the Building. Tenant further acknowledges that the Landlord will suffer substantial damage if the Premises are left vacant or are vacated or abandoned by Tenant during the Term (excluding a temporary vacation for remodeling or redecorating not to exceed forty-five (45) consecutive days) even if Tenant continues to pay Rent as required hereunder. Tenant therefore covenants that it will continuously occupy and utilize the entire Premises in the active conduct of its business for the Permitted Use during the Term and will conduct such business in a reputable, diligent and energetic manner. If Tenant leaves the Premises vacant or vacates or abandons the Premises, then Landlord may treat the occurrence of any of these events as a breach of this Lease and thereupon, at its option, may, in addition to exercising any of the rights or remedies afforded Landlord in this Lease, reenter and repossess the Premises.

8. PAYMENTS AND NOTICES. All rents and other sums payable by Tenant to Landlord hereunder shall be paid to Landlord at the address designated by Landlord in Paragraph 1 above or at such other place as Landlord may hereafter designate in writing. Any notice

required or permitted to be given hereunder must be in writing and may be served personally or by a national air courier service or by the United States certified or registered mail, return receipt requested, addressed to Tenant at the Building or to Tenant at its address designated in Paragraph 1, and shall be deemed delivered when personally delivered, within one (1) business day after deposited with a national air courier service or within three (3) business days after deposited in the United States Mail in accordance with the foregoing. Either party may by written notice to the other specify a different address for notice purposes except that Landlord may in any event use the Premises as Tenant's address for notice purposes. If more than one tenant is named under this Lease, service of any notice upon any one of said tenants shall be deemed as service upon all of said tenants.

9. BROKERS. Each of the parties hereto warrants to the other that, except as set forth in Paragraph 1, it has not obligated the other party for any finders, brokers, or other agents fees in connection with this Lease and Tenant and Landlord shall indemnify and hold the other party harmless from and against any and all claims for such fees alleged to have been incurred by the other party.

10. HOLDING OVER. If, without the execution of a new Lease or written extension or written consent of Landlord, Tenant shall hold over after the expiration of the Term, then notwithstanding the provision of K.R.S. 383.160, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, which tenancy may be terminated by Landlord at any time upon written notice to Tenant. During such hold over tenancy, Tenant shall (a) pay to Landlord 100% of the Rent payable for the month immediately preceding the commencement of the holding over period computed on a per month basis, and (b) be bound by all the terms, covenants and conditions as herein specified as far as applicable notwithstanding the foregoing. If Tenant fails to surrender the Premises upon the termination of this Lease without the execution of a new Lease or written extension or written consent of Landlord, such failure shall be a default under the Lease and in addition to any other damages or relief available to Landlord pursuant to the terms of the Lease, Landlord shall be entitled to any and all damages and relief available to Landlord at law or in equity in accordance with Kentucky law.

11. TAXES ON TENANT'S PROPERTY. Tenant shall pay before delinquency all taxes, charges or other governmental impositions assessed against or levied upon any of Tenant's personal property or trade fixtures located in or about the Premises and any of Tenant's improvements or alterations made to the Premises. Tenant shall also pay before delinquency any and all taxes and assessments, rental, sales, use, license, business, occupation or other taxes, fees or charges levied, assessed or imposed upon Tenant's business operations in the Premises. Tenant shall furnish Landlord upon demand with satisfactory evidence of payment of all such amounts by Tenant. Tenant shall have the right to challenge any such taxes, charges or other impositions as provided under law and, during the pendency thereof, Tenant shall be relieved of the foregoing obligations but only to the extent the applicable tax authority agrees to abate or toll such taxes, charges, or impositions.

12. ALTERATIONS AND IMPROVEMENTS.

A. Tenant shall make no alterations, additions or improvements in or to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld or delayed and then only by contractors or mechanics reasonably approved in writing by Landlord; provided, however, Landlord's consent shall not be required provided that Tenant shall deliver to Landlord five (5) days advance written notice for improvements or alterations costing, in the aggregate, less than \$25,000.00 per year, provided further that (i) such improvements or alterations are cosmetic in nature; (ii) such improvements or alterations do not affect the structural, mechanical, electrical, HVAC, plumbing or other systems in the Building or Premises; (iii) such improvements or alterations are not visible from the exterior of the Premises; (iv) the construction of any such improvements or alterations do not unreasonably interfere with any other tenant's use or enjoyment of its respective premises or the Common Areas, (v) such improvements or alterations do not require issuance of a building permit(s); (vi) Tenant agrees to comply with all applicable laws, including but not limited to the building code, fire, and safety laws; and (vii) Tenant agrees that Landlord shall have the right to supervise the movement of materials in and about the Building. Tenant agrees that there shall be no construction of partitions or other obstructions which might interfere with Landlord's free access to mechanical installations or service facilities of the Building or with moving of Landlord's equipment to or from the enclosures containing said installations or facilities. All such work shall be done at such times and in such manner as Landlord may from time to time designate. Tenant covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules, orders, ordinances, directions, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction, and in full compliance with the rules, orders, directions, regulations and requirements of the Fire Department or Fire Marshall or of any similar person or body. Before commencing any work approved by Landlord, Tenant shall give Landlord at least five (5) days written notice of the proposed commencement of such work and shall, if required by Landlord, secure at Tenant's own cost and expense, a completion and lien indemnity bond, satisfactory to Landlord, for said work. All alterations, decorations, additions or improvements upon the Premises, made by either party, including (without limiting the generality of foregoing) all wall covering, built-in cabinet work, paneling and the like, shall, unless Landlord elects otherwise, become the property of Landlord, and shall remain upon, and be surrendered with the Premises, as a part thereof, at the end of the Term, except that Landlord may, by written notice to Tenant, given concurrently with the notice of approval of the alternations or improvements, require Tenant to remove all non-standard office improvements, partitions, counters, railings and the like installed by Tenant, and Tenant shall repair any damage to the Premises arising from such removal or, at Landlord's option, shall pay to the Landlord all of Landlord's costs of such removal and repair. Prior to the expiration of the Lease, unless Landlord agrees otherwise, Tenant shall, at Tenant's sole cost and expense, remove from the Premises any and all computer, phone, data, and communication wiring and/or cabling either installed by Tenant or utilized by Tenant in or about the Premises during Tenant's occupancy of the Premises.

B. Tenant shall not place an unreasonable or excessive load upon any floor of the Premises. Business machines, mechanical equipment and materials belonging to Tenant which cause vibration, noise, cold, heat or fumes that may be transmitted to the Building or to any other leased space therein to such a degree as to be objectionable to Landlord or to any other

tenant in the Building shall be placed, maintained, isolated, stored and/or vented by Tenant at its sole expense so as to absorb and prevent such vibration, noise, cold, heat or fumes. Tenant shall not keep within or about the Premises any dangerous, inflammable, toxic or explosive material. Any and all damage or injury to the Premises, the Building, or the real property on which it is located caused by the moving of Tenant's equipment, furnishings and/or materials into or out of the Premises or from the storage or operating of the same shall be promptly repaired by Tenant at Tenant's sole cost and expense, and failure of Tenant to do so shall be a default under the Lease.

C. All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by Tenant or installed by Tenant at its expense in the Premises shall be and remain the property of Tenant, shall be in the Premises at the sole risk of Tenant and may be removed by Tenant at any time during the Term provided Tenant is not in default hereunder and provided further that Tenant shall repair any damage caused by such removal. If Tenant shall fail to remove all of its effects from the Premises upon termination of this Lease for any cause whatsoever except unlawful interference by Landlord, Landlord may, at its option, remove the same in any manner that Landlord shall choose, and store said effects without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord upon demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time that the same shall be in Landlord's possession, or Landlord may at its option, without notice, sell said effects, or any of the same, at private sale and without judicial proceedings, for such price as Landlord may obtain and apply the proceeds of such sale upon any amounts due under this Lease from Tenant to Landlord and upon the expenses incidental to the removal and sale of said effects.

13. LANDLORD'S RESERVED RIGHTS. Landlord reserves the following rights: (a) to change the street address of the Building or suite number of the Premises; (b) to maintain a sign or signs on the exterior of the Building; (c) to designate and control all sources furnishing Building related services to Tenant and the other tenants; (d) during the Term (if Tenant has vacated or abandoned the Premises) to display "for rent" signs on and exhibit and otherwise prepare the Premises for reoccupancy; (e) to retain passkeys to all doors within and into the Premises; (f) to exhibit the Premises to prospective lessees anytime Tenant has vacated or abandoned the Premises and, upon reasonable notice, within the last nine (9) months of the Term or any extension thereof; (g) to grant to anyone the exclusive right to conduct any particular business in the Building except the particular business conducted by Tenant in the Premises; (h) to close the Building after Normal Business Hours and on legal holidays and to effect such reasonable security measures as Landlord may deem appropriate and in the best interests of the Building and tenants; subject, however, to Tenant's right to admittance under such reasonable security regulations as Landlord may prescribe from time to time; notwithstanding anything to the contrary herein, Tenant and its employees shall have access to the Premises twenty four (24) hours per day, seven (7) days per week, except in the case of force majeure, an emergency, the performance of repairs or maintenance to the Premises, or other occurrence beyond Landlord's control; (i) to approve the weight, size and location of safes and other heavy objects, which objects may be moved in, about or out of the Building or Premises only at such times and in such manner as Landlord shall direct, and in all events at Tenant's sole risk and responsibility; and (j) to take any and all measures necessary or desirable for the operation, safety, protection or

preservation of the Building, including repairs, alterations, decorations, additions or improvements, whether structural or otherwise, in and about the Building or any part thereof, and installation of an energy management system to more accurately monitor or control heat, ventilating and air conditioning in the Building, and during the continuance of any such work to temporarily close doors, entry ways, public spaces and corridors in the Building and to interrupt or temporarily suspend Building services or facilities provided the same does not unreasonably interfere with Tenant's Permitted Use. Landlord may enter upon the Premises and may exercise any or all of the foregoing rights without being deemed guilty of an eviction (actual or constructive) or disturbance of Tenant's use or possession and without being liable in any manner to Tenant and without abatement of Rent and without affecting Tenant's obligations hereunder; provided that except in the event of an emergency (which shall require no notice), Landlord shall give Tenant reasonable prior notice of any such anticipated entry.

14. REPAIRS.

A. Tenant shall keep the Premises in a neat, clean, good and first-class condition (reasonable wear and tear excepted) and in compliance with all applicable laws, rules, regulations and ordinances both at the Commencement Date and throughout the Term. Except as expressly set forth in this Paragraph 14, Tenant shall have no other maintenance or repair obligations with respect to the Premises.

B. All major Building systems (i.e., mechanical, plumbing, HVAC, and electrical, and life/safety) shall be in good working order as of the Commencement Date. Anything contained in Subparagraph 14.A above to the contrary notwithstanding, Landlord shall, at its expense, repair and maintain in good working order, reasonable wear and tear excepted, the Premises and the Building (including the roof, major building systems, and Common Areas), including the mechanical, plumbing, HVAC, electrical, and life/safety systems installed or furnished by Landlord) unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault of or omission of any duty by Tenant, its agents, servants, employees or invitees, in which case Tenant shall pay to Landlord, as additional rent, the reasonable cost of such maintenance and repairs. Tenant shall immediately notify Landlord in writing of any needed repairs and the event of any damage or casualty to the Premises. Except in the case of willful misconduct or gross negligence by Landlord, Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for any unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provide in this Paragraph, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building or the Premises or in or to fixtures, appurtenances and equipment therein unless the injury or interference is caused by Landlord's willful act or gross negligence. Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

15. MECHANICS LIENS. Work performed by Tenant pursuant to this Lease, whether in the nature of erection, construction, alteration or repair, shall not be deemed to be for

the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. In the event any mechanic's or other lien shall at any time be filed against the Premises and/or Building by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to any one holding the Premises through or under Tenant, Tenant shall, within ten (10) business days of the filing thereof, cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord either defending against such lien or in procuring the discharge of such lien, together with interest thereon at the maximum rate per annum permitted by law, shall be due and payable by Tenant to Landlord as additional rental.

16. ENTRY BY LANDLORD. Landlord reserves and shall at any and all times have the right to enter the Premises upon reasonable prior notice to Tenant (except in the event of an emergency, which shall require no notice) to inspect the same, to supply janitorial service and any other service to be provided by Landlord to Tenant hereunder, to submit the Premises to prospective purchasers, lenders or tenants, to post notices of non responsibility, to alter, improve or repair the Premises or any other portion of the Building, all without being deemed guilty of any eviction of Tenant and without abatement of rent, and may, in order to carry out such purposes, erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that the business of Tenant shall be interfered with as little as is reasonably practicable. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults and safes, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby except damages or injury caused by Landlord's willful misconduct or gross negligence. It is understood and agreed that no provision of this Lease shall be construed as obligating Landlord to perform any repairs, alterations or decorations except as otherwise expressly agreed herein to be performed by Landlord. Tenant shall not change the locks on the entries to the Premises without first obtaining the written consent of Landlord, and in such event Tenant's new locks shall be tied into Landlord's master locking system for the Building, which will rely on an electronic keycard system.

17. UTILITIES AND SERVICES. Provided that the Tenant is not in default hereunder, Landlord shall furnish the following consistent with the hours and days as outlined in

Paragraph 13 hereof but not during nationally recognized business holidays, subject to the conditions and in accordance with the standards set forth in writing by Landlord from time to time during the Term and delivered to Tenant: (a) reasonable quantities of electric current for normal lighting and typical office machines; (b) water for lavatory and drinking purposes; (c) normal and typical heat and air conditioning required in Landlord's reasonable judgment for the comfortable use and occupation of the Premises; (d) janitorial service Monday through Friday evenings as per the Standard Janitorial Specifications attached as Exhibit F; and (e) elevator service by non-attended automatic elevators. Landlord shall perform the services required to be performed by it pursuant to this Paragraph in a manner consistent with services performed by comparable landlords in comparable Class A office buildings in the Louisville suburban office market. Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of Rent by reason of Landlord's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or for any other causes unless such failure has a material adverse effect on Tenant's Permitted Use and was caused by Landlord's willful act or gross negligence. If Tenant requires or utilizes water, electric power or other utility service in excess of those amounts considered normal in Landlord's reasonable opinion based upon the standard water, electric or other utility usage of comparable office tenants (considering the size and Permitted Use of Tenant) in comparable buildings in the Louisville suburban office market, Landlord may require Tenant to pay, as additional rent, the actual cost, as fairly determined or projected by Landlord, incurred by such extraordinary usage and the cost of any monitoring system or separate meter used by Landlord to monitor Tenant's usage of water, electric or other utility service. Tenant shall be solely responsible for and shall promptly pay all charges for telephone service and for all electricity and all other utilities used upon or furnished to the Premises which are metered by a separate meter for the Premises. In no event shall Landlord be liable in damage or otherwise for any interruption for failure in the supply of such utilities or if either the quantity or character of such utilities supplied is changed or is no longer available or suitable for Tenant's requirements except in the case of Landlord's willful act or gross negligence. Tenant shall pay a reasonable prevailing market hourly fee for its required use of the HVAC system outside of Normal Business Hours (as defined in Subparagraph 1.Z of this Lease); provided, however, this fee shall be waived for the first thirty (30) hours of overtime use for each full calendar year (prorated for calendar 2013). For calendar year 2013, the overtime HVAC fee is \$35.00 per hour, with one hour being the minimum overtime usage increment.

18. [Intentionally Left Blank]

19. DAMAGE TO TENANT'S PROPERTY. Landlord or its agents shall not be liable for any loss of or damage to any personal property, equipment or business property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other cause whatsoever except for Landlord's willful act or gross negligence. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Building or of defects therein or in the fixtures in the Building or any equipment used in connection with Landlord's operation of

the same.

20. [Intentionally Left Blank] - See Insurance and Waiver of Recovery attached as Exhibit K.

21. DAMAGE OR DESTRUCTION.

A. If the Premises shall be damaged by fire, the elements, accident or other casualty (any of such causes being referred to herein as a “Casualty”), but the Premises shall not in Landlord's reasonable opinion be thereby rendered wholly or partially untenable, Landlord shall promptly, upon notice from Tenant of such Casualty, cause such damage to be repaired and there shall be no abatement of Rent. If, as the result of Casualty, the Premises shall, in Landlord's reasonable opinion, be rendered wholly or partially untenable, then, subject to the provisions of Subparagraph 21.B, Landlord shall cause such damage to be repaired and, provided such damage is not caused by negligence of Tenant, its agents, concessioners, officers, employees, contractors, licensees or invitees, all Rent (other than any additional rental due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be abated proportionately as to the portion of the Premises rendered untenable during the period of such untenability. All such repairs shall be made at the expense of Landlord, subject to Tenant's responsibilities set forth herein. Landlord shall not be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Premises by Tenant, all of which damage, replacement or repair shall be undertaken and completed by Tenant promptly. Notwithstanding any other provision of this Paragraph 21 or the Lease to the contrary, Tenant shall be solely responsible for any damage to the Building or the Premises to the extent such damage is attributable to the acts or omissions of Tenant, its agents, concessioners, officers, employees, contractors, licensees or invitees.

B. If the Premises are (i) rendered wholly or partially untenable in Landlord's reasonable opinion, or (ii) damaged as a result of any cause which is not covered by Landlord's insurance, or (iii) damaged or destroyed in whole or in part during the last one (1) year of the Term, or (iv) if the Building is damaged to the extent of fifty percent (50%) or more of Landlord's Floor Area, then, in any of such events, Landlord may elect to terminate this Lease by giving Tenant notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the parties, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease, shall cease as of the date of such notice, and Rent (other than any additional rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

C. If the Building shall be so substantially damaged that it is reasonably necessary, in Landlord's reasonable judgment, to demolish the Building for the purpose of reconstruction, Landlord may demolish the same, in which event the Rent shall be abated to the same extent as if the Premises were rendered untenable by a Casualty.

D. If Landlord does not elect to terminate this Lease pursuant to Subparagraph 21.B, Landlord shall, subject to the prior rights of any mortgagee, disburse and apply any insurance proceeds received by Landlord to the restoration and rebuilding of the Building in accordance with Subparagraph 21.A hereof. All insurance proceeds payable with respect to the Premises (excluding proceeds payable to Tenant pursuant to Subparagraph 20.A) shall belong to and shall be payable to Landlord.

22. EMINENT DOMAIN. If the whole of the Building (or the real property upon which it is located) or the whole of the Premises shall be taken by the exercise of the power of eminent domain or pursuant to any agreement in lieu of the exercise of such power (hereinafter called a "**Condemnation Proceeding**"), then this Lease shall terminate as of the date of the taking of possession by the condemning authority (such date being hereinafter called the "**Taking Date**"). If less than the whole of the Building (or the real property upon which it is located) or less than the whole of the Premises shall be taken in a Condemnation Proceeding, Tenant may, at its option, terminate this Lease as of the Taking Date by giving notice of its exercise of such option within sixty (60) days after the Taking Date, provided that as a result of such taking, the Premises (or the remaining portion thereof), in the reasonable opinion of Landlord, may no longer be adequately used for the Permitted Use. If a portion of the Premises shall be taken and Tenant shall not exercise its option to terminate this Lease or if such taking shall not give rise to such option to terminate, then this Lease shall terminate on the Taking Date only as to that portion of the Premises so taken but shall remain in full force and effect with respect to that portion of the Premises not so taken, and the Rent and other charges payable by Tenant hereunder shall be reduced in the ratio in which the diminution of the rentable square footage of the Premises following the Taking Date shall bear to the rentable square footage thereof immediately prior to such Taking Date. All income, rent, awards or interest derived from any Condemnation Proceeding shall belong to and be the property of Landlord, but this shall not preclude Tenant from making an independent claim in such Condemnation Proceeding for the taking of Tenant's personal property and fixtures.

23. DEFAULTS AND REMEDIES; BANKRUPTCY.

A. The following occurrences shall constitute a default by Tenant under the terms of this Lease:

(a) Tenant shall fail to pay any installment of Rent or any other sum required to be paid by Tenant under the terms of this Lease and such failure shall continue for five (5) business days after the due date (provided, however, Landlord shall provide written notice of non-payment to Tenant for amounts other than Rent [provided that Landlord shall not be required to provide such notice of nonpayment more than twice during any twelve month period]);

(b) Tenant shall fail to observe or perform any other non-monetary covenant or condition of this Lease to be performed by it and such failure shall continue for thirty (30) days (or such additional time as is reasonably required to correct any such

nonmonetary default provided Tenant commences to cure within such thirty (30) day period and diligently proceeds to cure, provided that the entire cure period shall not exceed ninety (90) days) after written notice to Tenant, or in the event such failure involves a hazardous condition or an event which in Landlord's reasonable judgment is materially detrimental to the Building and within the control of Tenant, such failure is not cured by Tenant immediately upon written notice to Tenant;

(c) the interest of Tenant in this Lease shall be levied upon under execution or other legal process;

(d) a Transfer (as such term is defined in Paragraph 24) shall occur, without the prior written consent of Landlord if such consent is required under Paragraph 24;

(e) Tenant shall voluntarily desert, abandon or vacate the Premises or any substantial portion thereof or fails to operate its business in the Premises for any reason other than destruction or condemnation of the Premises for more than seven (7) consecutive days (or for more than forty-five (45) consecutive days in the case of a remodeling or redecorating of the Premises);

(f) Tenant shall do or permit to be done anything which creates a lien upon the Premises or the Building in violation of Paragraph 15; or

(g) the occurrence of an Event of Bankruptcy (as such term is defined in Subparagraph 23.C).

B. Upon the occurrence of any event of default by Tenant described in Subparagraph 23.A or any other breach of the terms, covenants or conditions of the Lease by Tenant, Landlord may, with written notice to Tenant, exercise one or more of the following described remedies:

(a) terminate this Lease, in which event Landlord may immediately repossess the Premises and be entitled to recover as damages, in addition to any other sums or damages for which Tenant may be liable to Landlord, an amount, if any, equal to the sum of the following: (i) the amount of rental abatement provided under the Lease; (ii) any moving allowance provided to Tenant; (iii) any other incentive or bonus provided to Tenant in connection with Tenant's entry into this Lease and occupancy of the Premises; (iv) the cost of all leasing commissions paid by Landlord in connection with this Lease and subsequent amendments thereto; (v) the cost to Landlord of the initial leasehold improvements to the Premises, (vi) all other amounts paid to or on behalf of Tenant in connection with Tenant's entry into this Lease and occupancy of the Premises (including without limitation any payments on lease(s) assumed by Landlord, payment for space planning and preparation of floor plans and the like), including Landlord's interest expense thereon; (vii) the cost of recovering the Premises; (viii) the cost of removing and storing Tenant's or any other occupant's property; (ix) the cost of reletting the Premises including, without limitation, the cost of restoring the Premises to the condition necessary to rent the Premises at the prevailing market rental rate, normal wear and

tear excepted; (x) any increase in insurance premiums caused by the vacancy of the Premises; and (xi) a sum of money equal to the discounted cash value (at a discount rate of 10% per annum) of the excess of the Rent provided to be paid by Tenant for the balance of the Term over the fair market rental value of the Premises, after deduction of all anticipated expenses of reletting for said period. Should the fair market rental value of the Premises after deduction of all anticipated expenses of reletting for the balance of the then existing Term exceed the Rent to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to Tenant the excess or any part thereof or to credit such excess or any part thereof against any other sums or damages for which Tenant may be Landlord;

(b) terminate Tenant's right of possession and may repossess the Premises by forcible entry or unlawful detainer proceeding, by taking peaceful possession or otherwise without terminating this Lease, with acceptance of surrender of possession of the Premises, and without becoming liable for damages or guilty of trespass, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Premises. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord a sum equal to the amount of the Rent for the balance of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after payment of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and any other costs or expenses incurred by Landlord in connection with such reletting (including broker's fees) to satisfy the Rent provided for in this Lease and the amounts recoverable by Landlord from Tenant pursuant to subparagraph (i) of this paragraph, Tenant shall satisfy and pay the same upon demand therefore from time to time. Landlord may file suit to recover any sums falling due from time to time and no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not previously reduced to judgment in favor of Landlord; or

(c) exercise any and all other remedies available to Landlord in this Lease, at law or in equity.

No waiver of any default by Tenant shall be implied from any omission by Landlord to take any action on account of said default if such default persists or shall be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance with any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. The provisions of this section shall survive any termination of this Lease.

C. The following shall be events of bankruptcy ("**Events of Bankruptcy**") under this Lease:

(a) Tenant's becoming insolvent, as that term is defined under the United States Bankruptcy Code, or under the insolvency laws of any state, district, commonwealth or territory of the United States (the "**Insolvency Laws**");

(b) The appointment of a receiver, trustee or custodian by any court for Tenant or any material part of Tenant's property or assets and such receiver, trustee or custodian shall not be dismissed within thirty (30) days from the date of such appointment;

(c) The institution of a foreclosure action upon any material part of Tenant's real or personal property;

(d) The filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws;

(e) The filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (i) is not dismissed within thirty (30) days of filing, or (ii) results in the issuance of an order for relief against the debtor; or

(f) Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

D. Upon the occurrence of an Event of Bankruptcy, Landlord shall have all rights and remedies available to Landlord pursuant to Paragraph 23; provided that, while a case under the Bankruptcy Code is pending in which Tenant is the subject debtor and only for so long as Tenant or its Trustee in Bankruptcy (hereinafter referred to as "**Trustee**") is in compliance with the provisions of Subparagraphs E, F and G below, Landlord shall not exercise its rights and remedies pursuant to Paragraph 23 hereof.

E. If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to Subparagraph 23.D above shall be subject to the rights of Trustee to assume or assign this Lease. Trustee shall not have the right to assume or assign this Lease unless Trustee promptly (i) cures all defaults under this Lease, (ii) compensates Landlord for monetary damages incurred as a result of such defaults, and (iii) provides "adequate assurance of future performance" on the part of the Tenant as debtor in possession or on the part of the assignee tenant.

F. Landlord and Tenant hereby agree in advance that "adequate assurance of future performance," as used in Subparagraph E above, shall mean that all of the following minimum criteria must be met:

(a) Trustee must agree that Tenant's business shall be conducted in a reasonable, professional and responsible manner, and that no liquidating sales, auctions, or other substantially similar business operations shall be conducted on the Premises;

(b) Trustee must agree that the use of the Premises as stated in this Lease will remain unchanged and that no prohibited use shall be permitted;

(c) Trustee must agree that the assumption or assignment of this Lease will not violate or affect the rights of any sublessees of space in the Premises;

(d) Trustee must pay to Landlord at the time the next monthly installment of Rent is due under this Lease, in addition to such Monthly Rent Installment of rent, an amount equal to the Monthly Rent Installments due under this Lease for the next three (3) months, said amount to be held by Landlord in escrow until either Trustee or Tenant defaults in its payment of rent or other obligations under this Lease (whereupon Landlord shall have the right to draw on such escrowed funds to pay all or any portion of unpaid sums due under this Lease) or until the expiration of this Lease (whereupon the funds shall be returned to Trustee or Tenant); and

(e) Tenant or Trustee must agree to pay to Landlord promptly at any time Landlord is authorized to and does draw on the escrow account the amount necessary to restore such escrow account to the original level required by Subparagraph (d) of this Subparagraph F.

G. In the event Tenant is unable to (i) cure its defaults, (ii) promptly reimburse the Landlord for its monetary damages, (iii) pay the rent and all other payments required of Tenant under this Lease on time (or within five (5) days of the due date), or (iv) meet the criteria and obligations imposed by Subparagraph 23.F above, Tenant agrees in advance that it has not met its burden to provide "adequate assurance of future performance," and this Lease may be terminated by Landlord in accordance with Subparagraphs 23.A and 23.D above.

H. Any property, furniture or fixtures belonging to Tenant which Landlord may store shall be stored at Tenant's expense and at Tenant's sole risk. If this Lease is terminated at the election of Landlord, as aforesaid, or in any other way, Tenant shall, without demand, surrender and deliver up said Premises and property peaceably to Landlord immediately upon such termination, and if Tenant shall remain in possession of the Premises, or any part thereof, one day after the termination of this Lease in any of the ways above named, Tenant shall be deemed guilty of forcible detainer of the Premises and shall be subject to all the conditions and provisions above named and to eviction and removal forcibly or otherwise with process of law as above stated, to the extent such action by Landlord is in compliance with Kentucky law. After the commencement of a suit, or after final judgment, for possession of said Premises, Landlord may receive and collect any Rent and all other sums due hereunder from Tenant, and the payment of said Rent and other sums shall not waive or affect said suit or said judgment. All rights of Landlord in the event of default herein enumerated shall be in addition to and without prejudice to any remedy or remedies which Landlord may have at law or in equity for nonpayment of rent or for breaches of the covenants and agreements hereof.

I. All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and not one of them shall be exclusive of the other, and

Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval of Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

J. Landlord shall in no event be in default in the performance of any of its obligations in this Lease Agreement unless and until Landlord shall have failed to perform such obligation within thirty (30) days (or such additional time as is reasonably required to correct any such default) after notice by Tenant to Landlord in writing and pursuant to the terms of this Lease concerning notice specifying wherein Landlord has failed to perform any such obligation.

K. Any renewal option, termination option, expansion option, right of first refusal, right of first offer, or similar rights granted under the Lease are not exercisable by Tenant in the event Tenant is in default or has displayed a "regular pattern of default" during the Lease Term. For purposes of this Lease and all Addendums hereto, "regular pattern of default" shall mean at least three (3) defaults during the Term of the Lease for which Tenant has received written notice from Landlord for each default and where each default is either a monetary default or a material nonmonetary default.

24. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not, by operation of law or otherwise assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises (all such transactions being referred to herein as a "**Transfer**"), without first obtaining Landlord's prior written consent, such not to be unreasonably withheld, conditioned, or delayed (the Landlord would require that the transferee carry insurance suitable to Landlord and required by Landlord for other tenants at the Building; without such, Landlord would have the right in its sole and arbitrary discretion to withhold its consent). It shall be reasonable for Landlord to disapprove a Transfer to any tenant which is not a Class A tenant. Tenant shall not be permitted to assign, sublease, or otherwise transfer the Premises to any occupant of the Building. Notwithstanding the foregoing, no consent shall be required and Tenant shall be permitted to assign or sublet the Premises to any corporation or business entity which (i) controls Tenant, (ii) is controlled by Tenant, (iii) is under common control with Tenant, (iv) results from a merger or consolidation with Tenant, or (v) acquires substantially all of the assets of Tenant as a going concern (each, a "**Permitted Affiliate**"); provided, however, Tenant shall provide Landlord written notice within ten (10) days of such assignment or sublease. Except as provided herein, any assignment, encumbrance or sublease without Landlord's prior written consent shall, at Landlord's option, be null and void and of no effect and shall constitute a default hereunder. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Paragraph 24. As a condition for granting its consent to any assignment, encumbrance or sublease, Landlord

may require that the sublessee or assignee remit directly to Landlord on a monthly basis, all monies due to Tenant by said assignee or sublessee. Additionally, simultaneously with the submission of Tenant's request for Landlord's consent hereunder, Tenant shall pay to Landlord a non-refundable fee of \$1,500.00 to compensate Landlord for its costs incurred in reviewing Tenant's request for consent hereunder, including attorneys fees. If for any proposed assignment or sublease Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder, or, in case of the sublease of a portion of the Premises, in excess of such rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for hereunder are taken into account, Tenant shall pay to Landlord as additional rent hereunder fifty percent (50%) of the excess (after deduction for Tenant's reasonable costs incurred in such subleasing or assigning) of each such payment of rent or other consideration received by Tenant promptly after its receipt except in the case of an assignment or sublease to a Permitted Affiliate. Landlord's waiver or consent to any assignment or subletting shall not release Tenant from its primary liability under this Lease. Except to a Permitted Affiliate, the assignment of this Lease, or the subletting of more than twenty-five (25%) of the Premises, shall immediately terminate any provisions of this Lease regarding any extension or renewal of the Term, Rent abatement or reduction, exclusive use, expansion options or rights of first refusal or first offer.

B. Except for a Transfer to a Permitted Affiliate, if at the applicable time Tenant or the Guarantor(s) of this Lease, if any, is a corporation the stock of which is not traded on any national securities exchange (as defined in the Securities Exchange Act of 1934, as amended), then the following shall constitute an assignment of this Lease for all purposes of this Paragraph 24: (i) the merger, consolidation or reorganization of such corporation; and/or (ii) the sale, issuance, or transfer, cumulatively or in one transaction, of either voting control or fifty percent (50%) or more of the outstanding voting stock of such corporation by Tenant or the Guarantor(s) of this Lease, except any such transfer by inheritance or testamentary disposition. Except for a transfer to a Permitted Affiliate, if at the applicable time Tenant or the Guarantor(s) of this Lease, if any, is a joint venture, partnership, limited partnership, limited liability company, or any other entity not specifically mentioned in this Subparagraph B., then for all purposes of this Paragraph 24, the sale, issuance or transfer, cumulatively or in one transaction, of either voting control or of a fifty percent (50%) interest, or the termination of any such entity, shall constitute an assignment, except any such transfer by inheritance or testamentary disposition.

25. ESTOPPEL CERTIFICATE, ATTORNMENT, SUBORDINATION.

A. Within ten (10) business days after Landlord's written request, Tenant shall deliver, to the extent same is true and correct, executed in recordable form a declaration to any person designated by Landlord: (a) ratifying this Lease; (b) stating the commencement and termination dates; and (c) certifying (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied (stating exceptions, if any), (iii) that no defenses, credits or offsets against the enforcement of this Lease by Landlord exist (or stating those claimed), (iv) as to advance rent, if any, paid by Tenant, (v)

the date to which rent has been paid, (vi) as to the amount of security deposited with Landlord, and (vii) such other information as Landlord reasonably requires. The declaration shall state that persons receiving such statements shall be entitled to rely upon them.

B. Tenant shall, in the event of a sale or assignment of Landlord's interest in the Premises or the Building or this Lease or if the Premises or the Building comes into the hands of a mortgagee, ground lessor or any other person (each a "**Successor**") whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as Landlord hereunder; provided that such Successor of the Premises agrees in writing not to disturb the tenancy of Tenant under this Lease for so long as no Event of Default has occurred and is continuing beyond any applicable cure period. Tenant shall execute, at Landlord's request, any attornment agreement required by any mortgagee, ground lessor or other such person to be executed, containing such reasonable provisions as such mortgagee, ground lessor or other person requires.

C. This Lease shall be subordinate and inferior at all times to the lien of any mortgage and to the lien of any deed of trust or other method of financing or refinancing (hereinafter collectively referred to as "**Mortgage**") now or hereafter existing against all or any part of the real property upon which the Building is located, and to all renewals, modifications, replacements, consolidations and extensions thereof, and Tenant shall execute and deliver all documents requested by any mortgagee or security holder to effect such subordination, provided that such mortgagee agrees in writing not to disturb the tenancy of Tenant under this Lease for so long as no Event of Default has occurred and is continuing beyond any applicable cure period and further provided that Tenant shall not be required to execute any document that modifies the terms of the Lease. If Tenant fails to execute and deliver any such commercially reasonable document requested by a mortgagee or security holder to effect such subordination, such failure shall be considered a default under the Lease.

D. Tenant's failure to execute and deliver reasonable instruments or certificates provided for in this Paragraph 25 within fifteen (15) business days after the mailing by Landlord of a written request shall be a default under this Lease.

26. **RULES AND REGULATIONS.** Tenant shall, and shall cause its employees, invitees, agents, visitors and licensees to, observe faithfully and comply with the "**Rules and Regulations,**" set forth on Exhibit E attached hereto as a part hereof, and any violation of such Rules and Regulations shall be a default by Tenant under this Lease. Landlord shall have the right to make reasonable changes in and additions to these rules and regulations, provided such changes and additions do not unreasonably interfere with Tenant's Permitted Use and do not increase Tenant's obligations under the Lease. Landlord shall not be responsible to Tenant for the violation or non-performance by any other tenant or occupant of the Building of any of said Rules and Regulations. Tenant acknowledges that it has received a copy of the Rules and Regulations. In the event of a conflict between the express terms and conditions of this Lease and the Rules and Regulations, the terms and conditions of this Lease shall control.

27. CONFLICT OF LAWS. This Lease shall be governed by and construed under the laws of the Commonwealth of Kentucky.

28. SUCCESSORS AND ASSIGNS. Except as otherwise provided in the Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, permitted successors and assigns and shall survive the termination of this Lease.

29. RETURN OF POSSESSION. At the termination of this Lease, Tenant shall surrender possession of the Premises and all keys and key cards or swipe cards therefor to Landlord. Tenant shall return the Premises and all additions, alterations, improvements, and fixtures required to be repaired and maintained by Tenant in the condition required under Paragraph 14A.

30. ATTORNEYS' FEES. If either party employs an attorney and commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled, if so awarded by a court of competent jurisdiction, to have and recover from the losing party reasonable attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

31. PERFORMANCE BY TENANT. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than Annual Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue for five (5) business days after notice thereof by Landlord, Landlord may, without waiving or releasing Tenant from obligations of Tenant, but shall, not be obligated to, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs together with interest thereon at the maximum rate permissible by law, from the date of such payment by Landlord, shall be payable to Landlord on demand, Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Annual Rent. For each payment of Rent or other amounts due hereunder (other than the first three late payments under this Lease) received ten (10) business days or more after the due date, Tenant shall also pay to Landlord a service charge in the amount of three percent (3%) of the outstanding balance then due if permitted by applicable law.

32. MORTGAGEE PROTECTION. If Landlord defaults under the terms of this Lease, Tenant shall give notice by registered or certified mail to any beneficiary or mortgagee of a deed of trust or mortgage covering the Premises whose address shall have been furnished to Tenant, and shall offer such beneficiary or mortgagee thirty (30) days to cure the default after written notice is provided to beneficiary or mortgagee, as applicable (or such additional time as is reasonably required to correct any such default provided Landlord, beneficiary or mortgagee,

as applicable, commences to cure within such thirty (30) day period and diligently proceeds to cure such default).

33. DEFINITION OF LANDLORD. The term "**Landlord**" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner's or owner's agent, designated as Landlord in Paragraph 1, at the time in question, of the fee of the Premises. In the event of any transfer, assignment or other conveyance or transfers of any such title or leasehold, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) except to the extent of any preexisting and unfinished obligations of Landlord to Tenant not specifically assumed by any successor-in-interest to Landlord, shall be automatically freed and relieved from and after the date of such transfer, assignment or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed and, without further agreement, the transferee of such title shall be deemed to have assumed and agreed to observe and perform any and all obligations of Landlord hereunder, during its ownership of the Premises. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

34. WAIVER. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of the other party to insist upon the performance by such party in strict accordance with said terms. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

35. IDENTIFICATION OF TENANT. If more than one person or entity executes this Lease as Tenant, (a) each of them shall be jointly and severally liable for the keeping, observing and performing of all of the terms, covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by Tenant, and (b) the term "**Tenant**" as used in this Lease shall mean and include each of them jointly and severally and the act of or notice from, or notice or refund to, or the signature of, any one or more of them, with respect to the tenancy of this Lease, including, but not limited to, any renewal, extension, expiration, termination or modification of this Lease, shall be binding upon each and all of the persons executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed.

36. PARKING. As stated in Subparagraph 1.T., Tenant is receiving 2 reserved parking spaces per each 1,000 s.f. of the Premises leased by Tenant in a location to be determined by Landlord in the designated parking area, as such parking area may be changed from time to time during the Term of this Lease. Landlord reserves the right to (i) relocate the

reserved spaces from time to time during the Term of this Lease and (ii) to restrict access to the parking area by parking card readers or such other access devices as Landlord may determine. Upon Landlord's request, Tenant shall indicate which cars are designated to park in Tenant's reserved parking spaces and Landlord shall have the right to require that a parking sticker or decal be affixed to those cars so designated. Landlord further reserves the right to establish additional terms and conditions governing parking from time to time during the Term of this Lease. Landlord may assign specific spaces and may reserve spaces for other tenants, their employees, visitors, small cars, handicapped individuals, or others and Tenant and its employees and visitors shall not park in any such assigned and/or reserved spaces. Visitors of Tenant shall be restricted to the nonexclusive use of any available visitor spaces at the Building, which shall be shared by all tenants' at the Building. Landlord reserves the right to close all or a portion of the parking area in order to make repairs, perform maintenance, during events of force majeure, and during the construction of a parking garage or deck in the block which contains the Building. Landlord further reserves the right to reconfigure, expand or reduce the initial parking surface area serving the Building, including without limitation in connection with the construction of a parking garage or deck in the block which contains the Building, which construction shall be in Landlord's sole and absolute discretion. Tenant acknowledges Landlord's right to change parking arrangements due to planned future construction. Landlord agrees to give Tenant at least three (3) months prior notice of any reduction or removal of parking spaces. Should Landlord choose to construct a parking garage or deck, upon its opening Landlord will use reasonable efforts to offer Tenant the same number of reserved spaces in the garage or deck which Tenant had in reserved spaces in the surface parking field but were retracted by Landlord; provided, however, in such event Landlord may charge Tenant for its use of spaces in such garage or deck at the prevailing market rate for similar Class A parking garages in the downtown Louisville market. Tenant shall not use the parking areas in any manner for the storage of materials, parts, supplies, trailers, equipment or machinery, nor shall Tenant use the parking area in any manner which could obstruct or interfere with the rights and safety of other tenants or persons. Tenant is receiving no other parking rights under this Lease. Parking is provided to Tenant at its option under the Lease and as such, Tenant may in its sole discretion cancel the parking option and relocate its parking to another parking facility without impact to any other provision of the Lease. Tenant agrees to provide Landlord with at least sixty (60) days prior written notice of its intent to terminate the parking provision of the Lease. Upon the effectiveness of Tenant's cancellation of the parking option, Tenant shall have no further rights to any reserved parking spaces in the designated parking area and Landlord shall be free to afford such parking spaces to other tenants at the Building.

37. TERMS AND HEADINGS. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in any gender include other genders. The Paragraph headings of the Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

38. EXAMINATION OF LEASE. Submission of the form of this Lease for examination shall not bind Landlord in any manner, and no lease or other obligation of Landlord shall arise until this instrument is signed by both Landlord and Tenant, approved by the holder of

any mortgage, deed of trust or other financial encumbrance on the Building having such approval rights, and delivery is made to each party.

39. AUTHORITY. Tenant, in the event that it is a corporation, limited liability company or other entity, hereby covenants and warrants that: (a) it is validly existing and in good standing and duly authorized to transact business in each of its state of incorporation, in the Commonwealth of Kentucky, and in any other jurisdiction where the failure to be so qualified would result in a material adverse effect on its business or operations; (b) the person executing this Lease on behalf of Tenant is an officer of Tenant duly authorized by Tenant to sign and execute this Lease on its behalf; and (c) this Lease is a valid and binding obligation of Tenant, enforceable in accordance with its terms. Landlord represents and warrants that the individual executing this Lease on behalf of Landlord is duly authorized by Landlord to sign and execute this Lease on Landlord's behalf.

40. TIME. Time is of the essence with respect to the performance and observance of all the terms, covenants and conditions hereof by Tenant and Landlord.

41. PRIOR AGREEMENTS; AMENDMENTS. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

42. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and such term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

43. RECORDING. Neither party shall record this Lease nor a short form memorandum thereof without the prior written consent of the other party. The party who requests recordation shall pay all costs, fees and other expenses in connection with or prerequisite to recording.

44. LIMITATION ON LIABILITY. In the event Landlord conveys or transfers its interest in the land or Building or in this Lease, except as collateral security for a loan, upon such conveyance or transfer Landlord (and in the case of any subsequent conveyances or transfers, the then grantor or transferor) shall be entirely released and relieved from all liability with respect to the performance or any covenants and obligations on the part of the Landlord to be performed hereunder from and after the date of such conveyance or transfer, provided that any amounts then due and payable to Tenant by Landlord (or by the then grantor or transferor) or any other obligations then to be performed by Landlord (or by the then grantor or transferor) for tenant under any provisions of this Lease, shall either be paid or performed by Landlord (or the then grantor or transferor) or such payment or performance assumed by the grantee or transferee; it

being intended hereby that the covenants and obligations on the part of the Landlord to be performed hereunder shall subject as aforesaid, be binding on Landlord, its successors and assigns only during and in respect of their respective periods of ownership of an interest in the land or Building or in this Lease. This provision shall not be deemed, construed or interpreted to be or constitute any agreement, express or implied, between Landlord and Tenant that the Landlord's interest hereunder and in the land and Building shall be subject to impressment of an equitable lien or otherwise.

45. RIDERS. Clauses, plats, riders and exhibits, if any, signed by Landlord and Tenant and affixed to this Lease are incorporated herein by this reference and are explicitly made a part hereof.

46. SIGNS AND AUCTIONS. Tenant shall not place any sign upon the Premises of the Building or conduct any auction in or about the Building without Landlord's prior written consent. Tenant shall receive the following Building standard signage options: (a) one suite identification sign at the main entrance to the Premises; and (b) Building directory identification. Tenant shall have the right to install, at its sole cost and expense, interior wall mounted or glass applied signage within its Premises (such to be reasonably approved by Landlord if it is visible from the exterior of the Premises).

47. MORTGAGEE'S APPROVAL. If any present or future mortgagee of the Building requires any commercially reasonable modification of the terms and provisions of this Lease that do not materially alter, reduce or otherwise adversely affect the interests of Tenant in the Premises or this Lease as a condition to such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such commercially reasonable modification(s) within thirty (30) days after Landlord's request therefor. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation, except for those obligations which shall explicitly survive the termination of this Lease. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to: (a) the amount of Rent or other charges reserved herein; (b) the size and/or location of the Premises; (c) the duration and/or Rent Commencement Date of the Term, or (d) reducing the improvements to be made by Landlord to the Premises prior to delivery of possession.

48. ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than an account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Tenant agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by any statute or at common law.

49. FINANCIAL STATEMENTS. No more than once per calendar year (unless Tenant is in default, in which case no such limitation shall apply), each of Tenant and Guarantor shall, upon ten (10) days prior written notice from Landlord, provide Landlord with its most current prepared financial statement which shall not be more than two (2) years old at such time as well as any past financial statements as so requested. Such statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant and/or Guarantor, shall be audited by an independent certified public accountant.

50. MISCELLANEOUS PROVISIONS.

A. Except with respect to those conditions, covenants and agreements of this Lease which by their nature could only be applicable after the commencement of, during or throughout the term of this Lease, all of the other conditions, covenants and agreements of this Lease shall be deemed to be effective as of the date of execution of this Lease.

B. Nothing contained herein will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the computation of rent, nor any other provision contained herein nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

C. Except as otherwise required by law, the parties agree to use commercially reasonable efforts to keep all negotiations, correspondences, space plans and other information pertaining to this Lease (including both the Lease and all proposals) strictly confidential and each party shall use commercially reasonable efforts to prevent disclosure of the terms, covenants and conditions of this Lease and proposals to any other party without having first obtained the written consent of the other party. The foregoing shall not prevent disclosure to a party's attorneys, accountants, lenders, prospective purchasers or lenders, employees or agents that have a legitimate need for such information.

51. HAZARDOUS MATERIALS.

A. Definition of Hazardous Materials. The term "**Hazardous Materials**" as used in this Lease shall mean any hazardous or toxic substance, material, or waste in any concentration that is or becomes regulated by the United States of America, the state in which the Building is located, or any local governmental authority having jurisdiction over the Building, and shall include without limitation:

(a) Any substance which is defined as "**Hazardous Substance**," "**Hazardous Waste**," or "**Extremely Hazardous Substance**" or as a pollutant, contaminant, hazardous substance or material pursuant to any provision of the following (collectively referred to as "**Environmental Laws**");

(i) Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);

(ii) Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);

(iii) Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.;

(iv) Any regulations adopted and publications promulgated pursuant to the aforesaid laws; and/or

(v) Any other applicable federal, state, or local law, regulation, ordinance, or requirement governing the Building;

(b) Petroleum, petroleum products or petroleum by-products, pesticides, solvents, asbestos or asbestos containing materials in any form or condition ("ACM's") and polychlorinated biphenyls ("PCB's") and substances or compounds containing ACM's or PCB's; and

(c) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4.

B. Tenant's Use of Hazardous Materials. Except as may be required in Tenant's ordinary course of business and in compliance with Environmental Laws, Tenant shall not cause any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the Building, or the Premises. Tenant use, storage and disposal shall at all times be in compliance with Environmental Laws governing the use, storage, and disposal of Hazardous Materials.

C. Notification of Release. During the Lease Term, if Tenant becomes aware of (a) any release of any Hazardous Material on, under, or about the Premises or the Building or (b) any investigation, proceeding, or claim by any governmental agency regarding the presence of Hazardous Material on, under, or about the Premises or the Building, Tenant shall give the Landlord written notice of the release or investigation within three (3) days after learning of the same and shall simultaneously furnish to Landlord copies of any claims, notices of violation, reports, or other writings received by the party providing notice that concern the release or investigation.

D. Remediation Obligations. Tenant agrees to investigate, clean up, remove or remediate such Hazardous Materials in full compliance with (a) the requirements of (i) all Environmental Laws and (ii) any governmental agency or authority responsible for the enforcement of any Environmental Laws; and (b) any additional requirements of Landlord that are reasonably necessary to protect the value of the Premises or the Building. Landlord shall also have the right, but not the obligation, to take whatever action with respect to any such

Hazardous Materials that it deems reasonably necessary to protect the value of the Premises or the property in which the Premises are located. All costs and expenses paid or incurred by Landlord in the exercise of such right shall be payable by Tenant upon demand.

E. [Intentionally Left Blank]

F. Inspection. Upon reasonable notice to Tenant, Landlord may inspect the Premises for the purpose of determining whether there exists on the Premises any Hazardous Materials or other condition or activity that is in violation of the requirements of this Lease or of any Environmental Laws. The right granted to Landlord herein to perform inspections shall not create a duty on Landlord's part to inspect the Premises, or liability on the part of Landlord for Tenant's use, storage or disposal of Hazardous Materials, it being understood that Tenant shall be solely responsible for all liability in connection therewith.

G. Condition of Premises at Lease Termination. Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease in the condition required by Paragraph 29 and free of debris, waste or Hazardous Materials placed on or about the Premises by Tenant or its agents, employees, contractors or invitees.

H. Survival. The provisions of this Paragraph with respect to claims made by or against Landlord or Tenant shall survive the expiration or earlier termination of this Lease or the transfer of Landlord's interest in the Building.

52. QUIET ENJOYMENT. Tenant, upon paying the rent and performing the other covenants and agreements set forth herein, shall peaceably and quietly enjoy the Premises for the term hereof without hindrance on the part of Landlord, subject to the terms and conditions hereof.

53. GUARANTY. If a Guarantor (or Guarantors) is specified in Paragraph 1 hereof, the Guaranty Agreement attached to this Lease is hereby incorporated in and made a part of this Lease on the face hereof above the signature lines of the parties hereto.

54. NO OTHER REPRESENTATIONS OR WARRANTIES. Tenant acknowledges that neither Landlord nor any of its employees or agents, nor any broker, agent or other person or entity representing or purporting to represent Landlord, has made any representation or warranty with respect to the Premises or the Building or the real property on which it is located, or with respect to the suitability of any part of the Building for the conduct of Tenant's business, except as otherwise expressly provided in this Lease.

55. USE OF TENANT BUSINESS NAME AND INFORMATION; TAX NUMBER.

A. Landlord may use Tenant's business name for the general marketing and promotion of Landlord with Tenant's prior consent, which shall not be unreasonably withheld. For example, Landlord may use Tenant's business name in marketing and public relations

efforts, inclusion in client lists, have Tenant quoted in a newspaper article, feature pictures in publications, or ask for participation in other similar efforts.

B. Pursuant to the terms of that certain Project Grant Agreement dated as of November 30, 2007, by and between the Commonwealth of Kentucky (the "**Commonwealth**") and Landlord, Landlord is required to cause each Area Business (as that term is defined below) that generates State Taxes (as that term is defined below) from locations or activities from inside and outside the Footprint (as that term is defined below) to obtain and maintain a separate Federal Employer Identification Number (a "**Tax Number**"). The Tax Number will be used by the Commonwealth to report State Taxes received by the Commonwealth with respect to the Footprint. Tenant hereby covenants and agrees (i) it is a business headquartered in the general Louisville Metro Area, (ii) it generates or will generate State Taxes from locations or activities from inside and outside the Footprint, and (iii) to obtain and maintain a separate Tax Number, which it will provide to Landlord.

For purposes this Paragraph 55B of this Lease the following terms have the following meanings:

"Area Business" means (i) an employer (as that term is defined in KRS Chapter 141) with a Physical Presence Within The Footprint, or (ii) a Corporation, Sole Proprietorship or Pass-Through Entity with a Physical Presence Within The Footprint.

"Corporation" has the definition given such term in Section 7701(a)(3) of the Internal Revenue Code.

"Footprint" means an area encompassing the Building and the Premises.

"Pass-Through Entity" means a partnership, S-corporation or multi-member limited liability company taxed as a partnership or S-corporation for federal income tax purposes.

"Physical Presence Within The Footprint" means owning or leasing real or tangible personal property within the Footprint.

"Sole Proprietorship" means an unincorporated business with one individual as the owner, including an individually owned single member limited liability company that is disregarded as an entity separate from its owner for federal income tax purposes.

"State Taxes" means (i) individual income taxes levied under KRS 141.020, (ii) corporation income taxes levied under KRS 141.040 and (iii) limited liability entity taxes levied under KRS 141.040.

56. DISCLAIMER. LANDLORD AND TENANT EXPRESSLY ACKNOWLEDGE AND AGREE, AS A MATERIAL PART OF CONSIDERATION FOR LANDLORD'S ENTERING INTO THIS LEASE WITH TENANT, THAT, EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE, LANDLORD HAS MADE NO WARRANTIES TO TENANT AS

TO THE USE OR CONDITION OF THE PREMISES OR THE BUILDING, EITHER EXPRESSED OR IMPLIED, AND LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES OR THE BUILDING ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE OR ANY OTHER WARRANTY (EXPRESSED OR IMPLIED) REGARDING THE PREMISES OR THE BUILDING. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE OR IN THE WORK LETTER AGREEMENT, LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE NO, AND SHALL NOT BE ANY, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, ALL SUCH OTHER EXPRESSED OR IMPLIED WARRANTIES IN CONNECTION HEREWITH BEING EXPRESSLY DISCLAIMED AND WAIVED; PROVIDED, HOWEVER, LANDLORD HEREBY REPRESENTS TO TENANT THAT THEY HAVE NOT BEEN NOTIFIED OF ANY OUTSTANDING BUILDING DEPARTMENT VIOLATIONS OR OPEN ALTERATION APPLICATIONS WITH RESPECT TO THE BUILDING. LANDLORD SHALL USE ITS BEST EFFORTS TO OBTAIN A CERTIFICATE OF OCCUPANCY BASED ON THE THEN- CURRENT CONFIGURATION AND USE OF THE PREMISES UPON COMPLETION OF THE BUILDING IMPROVEMENTS CONTAINED IN THE WORK LETTER AGREEMENT. LANDLORD SHALL AGREE TO ASSIST TENANT WITH ANY BUILDING PERMIT APPROVALS, AT NO COST OR EXPENSE TO LANDLORD.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Lease the day and year above written.

Tenant's Fed. Tax ID No.: _____

TENANT:

UNIVERSITY OF LOUISVILLE

Signature on file

By: _____

Printed Name: _____

Title: _____

Larry L. Owsley

Vice President for Business Affairs

Landlord's Fed. Tax ID No.: 26-3416972

LANDLORD:

**NUCLEUS: KENTUCKY'S LIFE SCIENCES
AND INNOVATION CENTER, LLC,**
a Kentucky limited liability company

By: **UNIVERSITY HOLDINGS, INC.,**
a Kentucky non-profit corporation,
its Manager

Signature on file

Title: **Vickie Yates Brown**
President

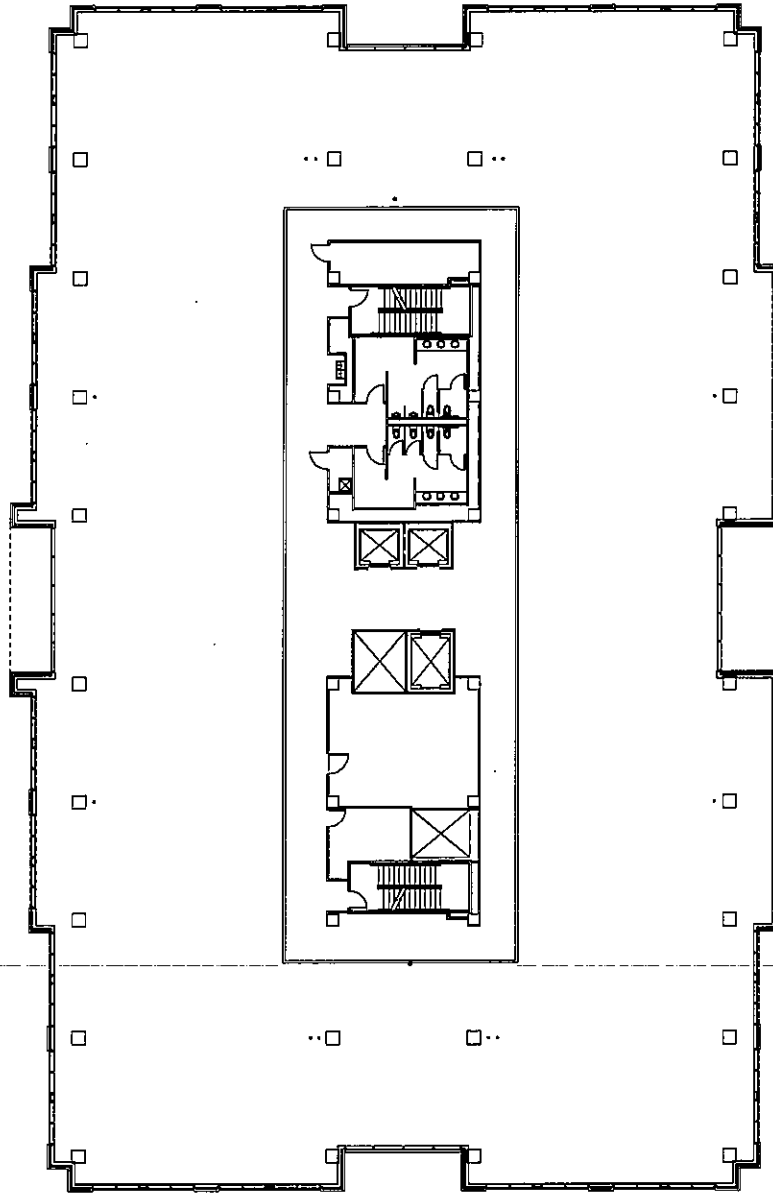
EXHIBIT A
AS-BUILT FLOOR PLAN

[see attached]

PRESTON STREET

MARKET STREET

JEFFERSON STREET



FLOYD STREET

PROPOSED THIRD FLOOR
NUCLEUS CENTER

NTS

EXHIBIT B

APPROVED PLANS

[To Be Attached Subsequent to the Execution Date of the Lease]

EXHIBIT C

WORK LETTER AGREEMENT

This Exhibit C sets forth the work and costs of work required to complete the improvements to the Premises (the "**Tenant Finish**") so that the Premises are suitable for Tenant's occupancy in accordance with the Lease. To induce Tenant to enter into the Lease (which is hereby incorporated by reference to the extent that the provisions of this agreement may apply thereto) and in consideration of the mutual covenants hereinafter contained, Landlord and Tenant mutually agree as follows:

1. Landlord's Work.

1.1 Delivery. On or before August 31, 2013 Tenant shall deliver to Landlord Tenant's Final Space Plan for the Premises and a written complete list of all other finish and material selections (in the aggregate, the "**Tenant Finish Selections**") for the Premises, both of which shall be subject to Landlord's written approval. Landlord or its architect shall then prepare the necessary construction documents and deliver such to Tenant for its written approval, such approval to occur no later than seven (7) business days following Tenant's receipt of such construction documents (the "**Construction Documents**"). Additionally, Tenant shall approve Landlord's construction budget for the Tenant Finish within five (5) business days following receipt.

1.2 Substantial Completion. The Tenant Finish shall be deemed substantially completed when such work is completed subject only to "punch list items" which are details of construction, decoration and mechanical and electrical adjustments which, in the aggregate, are minor in character and do not unreasonably inconvenience or unreasonably adversely affect Tenant's use or enjoyment of the Premises. Landlord shall give Tenant a three (3) business day notice of substantial completion so that Landlord and Tenant can inspect the Premises within said three (3) business day period for purposes of compiling a list of punch list items (the "**Punch List**") that relate to the Tenant Finish work constructed by, or performed at the cost of Landlord. Landlord shall be obligated to begin correcting and diligently pursue the correction of Punch List items after completion of the Punch List, and shall complete the Punch List within thirty (30) days unless any item or items included on the Punch List cannot be reasonably completed within thirty (30) days, in which case Landlord shall diligently pursue the completion of those items within a reasonable period.

1.3 Warranty. To the extent such warranties are provided by the Contractors (as hereinafter defined), Landlord shall warrant that the Landlord's Work will be free from defects in workmanship or material and will comply in all material respects with all applicable building codes and other legal requirements. If within one (1) year after the date of Substantial Completion any part of such improvements is found not to be in compliance with the foregoing warranties, the Landlord shall use best efforts to correct the noncompliance promptly (but in no event more than thirty (30) days after notice of such, or longer only if such cannot reasonably be cured within such 30 day period and Landlord diligently pursues the curing of the same) at its

own expense after receipt of written notice from Tenant. Tenant shall give any such notice promptly after discovery of the objectionable condition.

2. Plans and Specifications.

2.1 Tenant Finish. "Tenant Finish" shall mean and include all work and improvements to the Premises in accordance with the Construction Documents, which when approved and executed by both Tenant and Landlord shall be deemed the Approved Plans and included as Exhibit B hereto. Any change orders to the Approved Plans shall require Landlord's and Tenant's prior written consent. The Construction Documents shall be prepared and based upon Tenant's Final Space Plan and the Tenant Finish Selections. All finishes and materials shall be Class A Building Standard materials and finishes which have been mutually agreed to between Tenant and Landlord. Landlord may, in its sole discretion, disapprove any inferior materials not in accordance with the Approved Plans.

3. Construction of Tenant Finish.

3.1 Contracting. Landlord shall select the general contractor and subcontractors to construct the Tenant Finish to the Premises and shall enter into agreements with its contractors (the "Contractors") to complete the Tenant Finish substantially in accordance with the Approved Plans. Landlord shall competitively bid the Tenant Finish to up to three (3) general contractors selected by Landlord.

3.2 Construction Work. Landlord shall have the Tenant Finish completed substantially in accordance with the Approved Plans. All change orders to the Approved Plans must be approved in writing by Landlord and Tenant, which approval shall not be unreasonably withheld (unless such change order requests a change to materials which are inferior, backordered, or not available) and Tenant shall be responsible for any additional cost in excess of the Allowance stemming from any and all change orders.

4. Payment of Construction Costs. Landlord shall at its cost but not to exceed \$40.00 per s.f. of the Premises in total (the "Allowance") construct the Tenant Finish (including physical improvements, space planning, necessary architectural/design/engineering, permit fees, a general contractor fee, and a 5.0% construction management fee payable to NTS pursuant to its separate agreement with Landlord. Tenant shall pay for all costs in excess of the Allowance and/or beyond the scope of the Tenant Finish (the "Excess Costs"). Additionally, it is understood and agreed that the following are considered Excess Costs and shall be paid by Tenant: (a) all phone, internet and data equipment and installation, including related cabling and wiring; and (b) furniture, fixtures, and equipment to be installed in the Premises. Excess Costs shall be paid by Tenant to Landlord as follows: (a) 50% shall be paid concurrently with Tenant's submission of written approval of the Construction Documents, with such payment to be received by Landlord before commencement of any work, and (b) the balance due shall be paid upon Substantial Completion of the Premises.

5. Landlord's Base Building Work. Landlord shall ensure that as of the date of Substantial Completion of the Premises the Base Shell work for the Building and site improvements (including the parking area and any base Building corridors) shall be substantially complete (subject to punch list items). Furthermore, Landlord shall, at its cost, ensure that as of the date of Substantial Completion of the Premises, all major Building systems (i.e., mechanical, plumbing, HVAC, and electrical, and life/safety) shall be in good working order. The Building core and shell shall comply with the American's with Disabilities Act and all applicable building codes and regulations as of the date of Substantial Completion of the Premises.

EXHIBIT D

[Intentionally Deleted]

EXHIBIT E

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Landlord. Landlord shall have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, Tenant shall immediately discontinue such use. No awning shall be permitted on any part of the Premises without the consent of Landlord. Tenant shall not place anything against or near glass partitions or doors or windows which may appear unsightly, in the judgment of Landlord, from outside the Premises.

3. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Building. The halls, passages, exits, entrances, shopping malls, elevators, escalators and stairways are not for the general public and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord would be prejudiced to the safety, character, reputation and interests of the Building and its tenants; provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Tenant and no employee or invitee of any Tenant shall go up on the roof of the Building.

4. The directory of the Building will be provided exclusively for the display of the name and location of tenants only, and Landlord reserves the right to exclude any other names therefrom.

5. Landlord shall not in any way be responsible to any Tenant for any loss of property on the Premises, however occurring, or for any damage to any tenant's property by the janitor or any other employee or any other person.

6. Landlord will furnish Tenant, free of charge, with one electronic keycard or swipe card for each employee initially employed in the Premises. Landlord may make a reasonable charge for any additional electronic keycards or swipe cards. Tenant shall not alter any lock or install a new additional lock or bolt on any door of its Premises without the consent of Landlord. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys of all locks which have installed by Tenant, and in the event of loss of any such keys, shall pay Landlord the cost of replacement thereof.

7. Equipment, materials, furniture, packages, supplies, merchandise or other property will only be received in the Building or carried in the elevators between such hours and in such elevators as may be designated by Landlord.

8. Landlord's written consent shall be first obtained for the use or installation of all types of machinery, generally described as, but not limited to, machinery, refrigeration equipment, heating equipment, air conditioning apparatus, and all other types of nonstandard major office equipment. This clause is not meant to refer to the use or installation of such equipment as standard calculators, typewriters, and personal computers/laptops which are used on desks and similar office equipment. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Tenant, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant, which causes noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

9. Tenant shall not use or keep in Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, nor shall Tenant bring into or keep on or about the Premises any birds or animals.

10. Tenant shall not use any method of heating or air-conditioning other than that supplied by Landlord.

11. Tenant shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the Building's heating and air-conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and shall refrain from attempting to adjust controls other than room thermostats installed for Tenant's use. Tenant shall keep corridor doors closed.

12. Landlord reserves the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building.

13. Tenant shall make application to Landlord for all the repairs, alterations or special services. Employees of Landlord shall not perform any work or do anything outside of the regular duties unless under special instruction from Landlord.

14. Tenant shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and electricity, lights, heating and air conditioning before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other Tenants or occupants of the Building or by Landlord for noncompliance with this rule.

15. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused it.

16. Tenant shall not sell, or permit the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building. Tenant shall not use the Premises for any business or activity other than that specifically provided for in Tenant's Lease.

17. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building except as expressly permitted in Section 2D of the Lease. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

18. Tenant shall not in any way deface the Premises or any part thereof. Landlord reserves the right to direct electricians as to where and how telephone, facsimile and computer wires are to be introduced to the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved in writing by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

19. Tenant shall not install, maintain or operate upon the Premises any vending machine without the written consent of Landlord.

20. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building are prohibited, and each Tenant shall cooperate to prevent same.

21. Landlord reserves the right to exclude or expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.

22. Tenant shall store all its trash and garbage within its Premises. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refused disposal shall be made in accordance with directions issued from time to time by Landlord.

23. The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted by any tenant on the Premises, except that use by Tenant of Underwriters Laboratory approved microwave ovens and equipment for brewing coffee, tea, hot chocolate, and similar beverages shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.

24. Tenant shall not use in any space or in the public halls of the Building any hand trucks except those equipped with rubber tires and side guards or such other material-handing equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into the Building.

25. Without the written consent of Landlord, Tenant shall not use the name of the building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

26. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

27. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

28. The requirements of Tenant will be attended to only upon appropriate application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instruction from Landlord.

29. Tenant shall not park its vehicles in any parking areas designated by Landlord as areas for parking by visitors to the Building. Tenant shall not leave vehicles in the Building parking areas overnight nor park any vehicles in the Building parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four-wheeled trucks.

30. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Building.

31. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.

32. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

33. Tenant and occupants shall observe and obey all parking and traffic regulations as imposed by Landlord on the Property. Landlord in all cases retains the power to designate "No Parking" zones, traffic right of ways, and general parking area procedures; to change the location and arrangement of parking areas; to restrict parking; to close all or any portion of the parking areas; and to impose charges and to do and perform any other acts or impose any other rules with respect thereto. Tenant shall instruct all delivery companies that any vehicles making deliveries to the Demised Premises shall use the truck access roads provided for such use and park only in designated loading areas.

34. No smoking shall be allowed in the Building.

Landlord reserves the right to amend these Rules and Regulations or to make other Rules and Regulations which, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated, or as amended, and any additional rules and regulations which may be adopted by Landlord; provided Landlord has given Tenant at least 15 business days prior written notice of such amendments or additions (emergencies excepted).

EXHIBIT F

STANDARD JANITORIAL SPECIFICATIONS

[See Attached]

JANITORIAL SPECIFICATIONS - STANDARD SERVICES
The Nucleus at 300 East Market Street

Note: Janitorial Services to be provided after normal operating hours Monday through Friday.
Day Porter services performed typically from 10:00 am to 2:00 pm Monday through Friday.

Description	Frequency			
	Daily	Weekly	Monthly	Other
General Service				
A. Entrance, Lobbies, and Hallways:				
1. Dust and damp mop hard floors	X			
2. Vacuum carpet/mats	X			
3. Spot clean entrance doors and adjacent glass	X			
4. Clean and dry polish metal door frames	X			
5. Clean entrance doors and adjacent glass	X			
6. Empty and dry polish ash trays	X			
7. Empty trash and replace liners as needed	X			
8. Clean waste baskets as needed	X			
9. Clean and polish drinking fountains	X			
10. Dust and clean horizontal surfaces	X			
11. Dust pictures, planters, etc.		X		
12. Dust blinds			X	
13. Spot clean around light switches, door frames, kick plates, etc.	X			
B. Private Offices:				
1. Empty trash and replace liners as needed	X			
2. Clean waste baskets as needed	X			
3. Dust and clean horizontal surfaces	X			
4. Vacuum carpet/mats	X			
5. Clean and polish drinking fountains	X			
6. Spot clean around light switches, door frames, kick plates, etc.	X			
7. Detail carpets (corners, edges, etc.)		X		
8. Spot clean partition glass	X			
9. Dust blinds			X	
10. High Dust (above 5')		X		
11. Low dust (below 5')		X		
12. Remove dust and cob webs from ceiling				As needed in Landlord's discretion
C. Elevators:				
1. Sweep and damp mop hard surfaces	X			
2. Vacuum carpet	X			
3. Clean elevator tracks		X		
4. Clean and polish metal and wood surfaces	X			
5. Dust ledges and vents	X			
D. Restrooms				
1. Clean, sanitize, and dry polish bowls, urinals and basins	X			
2. Clean and polish all mirrors	X			
3. Damp mop floor with disinfectant	X			
4. Empty trash and replace liners	X			
5. Restock all dispensers (private restrooms use tenant supplies)	X			
6. Clean and polish all bright work	X			
7. Spot clean partitions and walls	X			
8. Dust all metal partitions	X			
9. Empty sanitary napkin containers and replace liners	X			
10. Dust air vents			X	
11. Dust shelves, ledges, and moldings			X	
12. Machine scrub floors			X	
General Service Continued				
E. Stairwells:				
1. Polish	X			
2. Sweep/detail vacuum		X		
3. Damp mop			X	
4. Dust handrails, ledges, baseboards, etc.		X		
F. Breakroom/Vending areas:				
1. Dust and damp mop floor/vacuum carpet and mats	X			
2. Clean sinks and counter tops	X			
3. Damp wipe tables, chairs, etc.	X			
4. Clean exterior of appliances and vending machines	X			
5. Dust horizontal surfaces and ledges	X			
G. Vinyl Tile Floor Maintenance:				
Scrub and recoat tenant tile floors				3x per year
J. Stone Floor Maintenance:				
1. Scrub stone floor			X	
Dayporter Service				
A. Hallways and Lobbies:				
1. Polish lobbies and hallways, remove debris, paper, etc.	X			
2. Spot clean entrance door glass	X			
3. Polish elevators, remove debris, paper, etc.	X			
4. Clean spills, emergency service etc.	X			
5. Vacuum carpets if necessary	X			
6. Empty cigarette urns at entrances	X			
7. Polish entries, remove debris, paper, cigarette butts, etc.	X			
B. Common Restrooms:				
1. Polish restrooms, remove debris, paper, etc.	X			
2. Clean sinks, countertops, and mirrors	X			
3. Check dispensers and restock as needed	X			

EXHIBIT G

[Intentionally Deleted]

EXHIBIT H

[Intentionally Deleted]

EXHIBIT I

RENEWAL OPTION ADDENDUM

This Lease shall automatically be renewed (the “**Renewal Option**”) with respect to the entire Premises only for four (4) consecutive periods of two (2) years and a fifth (5th) consecutive period of seventeen (17) months (each a “**Renewal Term**”) unless Tenant shall (a) have properly exercised its right to terminate this Lease in accordance with the terms of the Termination Option Addendum which is attached as Exhibit J to the Lease, or (b) have notified Landlord prior to April 15th in the calendar year in which the next applicable Renewal Term is set to begin that Tenant does not elect to renew the Lease for such next Renewal Term; provided that this Lease is in full force and effect, and Tenant shall not be in default or shall not have displayed a “regular pattern of default” in the performance of its duties and obligations under this Lease on the date the applicable Renewal Term is to commence. The Renewal Term shall begin on the first day following the expiration of the initial Term or previous Renewal Term, as applicable. Except as otherwise expressly specified elsewhere in the Lease, all of the terms, covenants and conditions contained in the Lease for the initial Term shall remain in full force and effect and shall apply during each Renewal Term.

Notwithstanding anything to the contrary herein, should the Term of this Lease expire prior to November 30, 2023 because Tenant exercises its right immediately above to not renew the Lease in accordance with item (b) above (without Tenant exercising the termination option contained in the Termination Option Addendum) then Tenant shall pay to Landlord on or before the expiration of the lease a cash amount (the “**Fee**”) equal to the unamortized cost of the Allowance provided by Landlord in connection with the Lease as of the date of the expiration of the Lease utilizing an 18.0% per annum discount factor. For calculation of the Fee, the unamortized initial full amount of the Allowance is \$40.00 per s.f. of the Premises and the period to amortize the Allowance shall be 120 months from December 1, 2013 through November 30, 2023. In no event, however, shall the Fee be imposed twice pursuant both to this paragraph and pursuant to Paragraph (A)(2) of Exhibit J.

EXHIBIT J

TERMINATION OPTION ADDENDUM

- (A) Termination Option. Tenant shall have the option (the “**Termination Option**”) to terminate this Lease (with or without cause) with respect to the entire Premises pursuant to KRS 56.806(6) and, subject to the following further terms and conditions to the extent allowed by Kentucky law at the time of termination:
- (1) Termination Date. Tenant shall give Landlord at least thirty (30) days prior written notice (the “**Notice**”) to terminate the Lease. If Tenant does supply said Notice, then the Lease shall terminate on the date (the “**Termination Date**”) which is thirty (30) days after Landlord receives the Notice from Tenant;
 - (2) Termination Fee. Tenant pays to Landlord on or before the Termination Date a cash amount (the “**Fee**”) equal to the unamortized cost of the Allowance provided by Landlord in connection with the Lease as of the Termination Date utilizing an 18.0% per annum discount factor. For calculation of the Fee, the unamortized initial full amount of the Allowance is \$40.00 per s.f. of the Premises and the period to amortize the Allowance shall be 120 months from December 1, 2013 through November 30, 2023.
- (B) Terms. If Tenant timely and properly exercises the Termination Option, (i) all rent and other fees/charges payable under this Lease (by way of example, and without limitation, parking charges) shall be paid through and apportioned as of the Termination Date (in addition to payment by Tenant of the Fee); (ii) neither party shall have any rights, estates, liabilities, or obligations under this Lease for the period accruing after the Termination Date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease; and (iii) Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the Termination Date in the condition required under this Lease for surrender of the Premises.
- (C) The Termination Option shall automatically terminate and become null and void without any further action immediately upon the occurrence of any of the following events: (i) the termination of Tenant's right to possession of the Premises; (ii) the assignment by Tenant of this Lease (other than to an affiliate or successor entity of Tenant); (iii) the sublease or transfer by Tenant of the entire Premises demised under this Lease (other than to an affiliate or successor entity of Tenant).

EXHIBIT K

INSURANCE AND WAIVER OF RECOVERY

So long as Landlord and Tenant are affiliates of the University of Louisville, Landlord and Tenant shall not be obligated to provide liability or property damage insurance for the benefit of each other. If this Lease shall be assigned by either party to an unaffiliated entity, then the following insurance and waiver of recovery provisions shall become part of this Lease.

A. Tenant shall at all times during the Term maintain in full force and effect with respect to the Premises the following insurance policy or policies of (i) commercial general liability insurance with limits not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate, including coverage for bodily injury and property damage to third parties, (ii) All Risk (as defined in Subparagraph B below) property insurance upon all property owned or used by Tenant in the Premises in an amount not less than the full replacement cost thereof, (iii) worker's compensation and employer's liability insurance in compliance with Kentucky law, (iv) business interruption and rent insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to the perils commonly insured against by prudent tenants and sufficient to continue to pay rent and all other payments to Landlord for a period of twelve (12) months, and (v) such other coverages as may be reasonably required by Landlord or any mortgagee of the Building and required for other tenants at the Building by Landlord or any mortgagee of the Building, each in the standard form generally in use in the state in which the Premises are located in a company or companies satisfactory to Landlord. The amount of such insurance coverages shall be subject to increase upon the reasonable request of Landlord. Such insurance shall be subject to modification or cancellation only upon thirty (30) days notice to each certificate holder. Tenant, at or prior to the Commencement Date, and thereafter prior to the expiration of any such policy, shall furnish Landlord with a certificate of insurance of such coverage with a paid statement for the premium due, such certificate to be in a form acceptable to Landlord and any mortgagee of the Building and to name Landlord, Landlord's managing agent and any such mortgagee as an additional insured as their interests may appear (or in the case of a mortgagee, by means of a standard mortgagee endorsement).

B. Landlord and Tenant hereby mutually waive any and all rights of recovery against one another based upon the negligence of either Landlord or Tenant or their agents or employees for real or personal property loss or damage occurring to the Premises or to the Building or any part thereof or any personal property located therein from perils which are able to be insured against under standard fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage, demolition and debris removal insurance contracts (commonly referred to as "All Risk") issued in the Commonwealth of Kentucky (whether or not such insurance actually is carried). Landlord and Tenant shall request their insurance carriers to consent to a waiver of all rights of subrogation against each other by inclusion of such a clause in their respective policies or by endorsements thereto, which decision to accept such request shall be in the discretion of the insurance carriers.

C. Landlord covenants and agrees that throughout the Term it will insure the Building (excluding any property with respect to which Tenant is obliged to insure pursuant to the provisions of Subparagraph A above) against damage by fire and standard extended coverage perils and public liability insurance in such reasonable amounts with such reasonable deductibles as would be carried by a prudent owner of a similar building in the metropolitan area in which the Building is located. Landlord may, but shall not be obligated to, take out and carry any other form or forms of insurance as it or the mortgagees of Landlord may reasonably determine advisable. Notwithstanding any contribution by Tenant to the cost of insurance premiums, as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any such insurance policies carried by Landlord. Landlord will not carry insurance of any kind on Tenant's furniture or furnishings, or any fixtures, equipment, improvements or appurtenances of Tenant under this Lease; and Landlord shall not be obligated to repair any damage thereto or replace the same.

**Health Science Campus
Document Routing Form**

Date: 7/29/13

	Name	Title	Signature/ Email
Prepared By:			
Department Head:			
Legal Counsel:	Julie DeMunbrun	Legal Counsel	Approved as to form and legality: <i>See attached</i>
Insurance Review:	Sandy Russell	Assistant Director Insurance & Risk Mgmt, Contract Admn.	<i>See attached</i>
Recommended By:	Dr. William Pierce, Ph.D		<i>See attached</i>
Recommended By:	David Martin	Director Contract Administration & Procurement Services	Signature on file
Recommended By:	David King	Director Contract Administration & Procurement Services Asst. Univ. Counsel	Signature on file
Recommended By:			
Recommended By:			
Final Approval:			
Final Approval:	Larry Owsley	Vice President for Business Affairs	

Lease Number: L00220

Document Type: Lease Agreement

Landlord/Lessor: Nucleus: Kentucky's Life Sciences and Innovation Center, LLC

Tenant/Lessee: University of Louisville

Building: Nucleus

Address: 300 E Market Street, Louisville, KY 40202

Department:

Purpose: Lease for Office and Meeting space

Square Footage: 28,085 sq ft (Third Floor Space)

Total Annual Rent: \$22/sq ft per annum (\$1.83/ sf per month) (\$47,822.50/ mo)

Other Misc. Costs:

Term: 12/1/2013 - 6/30/2014

Renewals: four (4) consecutive periods of two (2) years and a fifth (5th) consecutive period of seventeen (17) months

Termination: 30 days

NOTES: Should the Term of the Lease expire prior to November 30, 2023 because Tenant exercises its right to not renew the Lease, then Tenant shall pay Landlord on or before the expiration date of the lease a cash amount equal to the unamortized cost of the Allowance provided by LL in connection with the Lease as of the date of the expiration of the Lease utilizing an 18% per annum discount factor.

**Health Science Campus
Document Routing Form**

Date: 7/29/13

	Name	Title	Signature/ Email
Prepared By:			
Department Head:			
Legal Counsel:	Julie DeMunbrun	Legal Counsel	Approved as to form and legality:
Insurance Review:	Sandy Russell	Assistant Director Insurance & Risk Mgmt, Contract Admin.	
Recommended By:	Dr. William Pierce, Ph.D		
Recommended By:	David Martin	Director Contract Administration & Procurement Services	Signature on file
Recommended By:	David King	Dir. VPR - Ind Contracts	
Recommended By:			
Recommended By:			
Final Approval:			
Final Approval:	Larry Owsley	Vice President for Business Affairs	

Lease Number: L00220

Document Type: Lease Agreement

Landlord/Lessor: Nucleus: Kentucky's Life Sciences and Innovation Center, LLC

Tenant/Lessee: University of Louisville

Building: Nucleus

Address: 300 E Market Street, Louisville, KY 40202

Department:

Purpose: Lease for Office and Meeting space

Square Footage: 26,085 sq ft (Third Floor Space)

Total Annual Rent: \$22/sq ft per annum (\$1.83/ sf per month) (\$47,822.50/ mo)

Other Misc. Costs:

Term: 12/1/2013 - 6/30/2014

Renewals: four (4) consecutive periods of two (2) years and a fifth (5th) consecutive period of seventeen (17) months

Termination: 30 days

NOTES: Should the Term of the Lease expire prior to November 30, 2023 because Tenant exercises its right to not renew the Lease, then Tenant shall pay Landlord on or before the expiration date of the lease a cash amount equal to the unamortized cost of the Allowance provided by LL in connection with the Lease as of the date of the expiration of the Lease utilizing an 18% per annum discount factor.

Bibelhauser, Cori

From: Pierce, William M.
Sent: Friday, August 02, 2013 1:31 PM
To: King, David D.; Bibelhauser, Cori
Cc: Wohl, Cynthia Ann; Pierce, William M.; Ward, Kathy
Subject: RE: Nucleus Lease

I am out today, but by means of this note I indicate my approval of the lease.

William M. Pierce Jr, Ph.D.
Executive Vice President for Research and Innovation
University of Louisville
Louisville, KY. 40292

001-502-852-8373

pierce@louisville.edu

From: King, David D.
Sent: Friday, August 02, 2013 1:14 PM
To: Bibelhauser, Cori; Pierce, William M.
Cc: Wohl, Cynthia Ann
Subject: RE: Nucleus Lease

I've attached copy of the scanned routing sheet. (Doc file)

Dave

From: Bibelhauser, Cori
Sent: Friday, August 02, 2013 10:31 AM
To: King, David D.; Pierce, William M.
Cc: Wohl, Cynthia Ann
Subject: Nucleus Lease

Hello!

I am working on finalizing the Nucleus lease (attached) and I will need your signature of approval for my files. It is my understanding that everyone has approved this lease, so if you could either (i) print off the attached routing form and sign by your name and return to me via email, or (ii) just send me an email stating that you approve of the lease and I will print off and keep with the lease agreement. I need to have this by the end of today if possible.

If you have any questions, please do not hesitate to contact me.

Thank you!

Cori Bibelhauser
Contract Administrator
Contract Administration and Procurement Services
University of Louisville
Phone: 502-852-4926

Bibelhauser, Cori

From: Martin, David C
Sent: Friday, August 02, 2013 1:57 PM
To: Bibelhauser, Cori
Subject: FW: Final Executable Lease

From: DeMunbrun, Julie
Sent: Thursday, July 25, 2013 3:46 PM
To: Martin, David C; Wohl, Cynthia Ann; King, David D.; Pierce, William M.
Cc: Payne, Mitchell H.; Koshewa, Angela D.
Subject: RE: Final Executable Lease

Thanks for all of the hard work Dave. Looks legal to me. Best, Julie

From: Martin, David C
Sent: Thursday, July 25, 2013 1:09 PM
To: Wohl, Cynthia Ann; DeMunbrun, Julie; King, David D.; Pierce, William M.
Cc: Martin, David C; Payne, Mitchell H.; Koshewa, Angela D.
Subject: FW: Final Executable Lease
Importance: High

All,

I have received the attached version of the lease from NTS for our final review. The terms of the lease in Section 1E and Exhibit I are now consistent with the statute. The only change they have made from the last version was extending the amortization schedule from the previously agreed upon 80 months to the full term or 120 months, which will only impact us should we exercise our right to terminate the lease.

I would appreciate a quick final review of the document so we can get this to Frankfort in time for the August CPBO committee meeting. Unless I hear otherwise from anyone, I will start the lease and the routing document on Monday for internal approvals.

Dave

From: Lewis Borders [<mailto:lborders@NTSDEVCO.COM>]
Sent: Wednesday, July 24, 2013 6:15 PM
To: Martin, David C; Pierce, William M.; Pierce, William M.
Cc: Smith, Kathleen McDaniel; Vickie Yates Brown (vybrown@nucleusky.com); Ahearn, Dale (dahearn@fbtlaw.com)
Subject: Final Executable Lease
Importance: High

Dave,

Per our discussion this afternoon, you indicated that your folks at UofL had received specific confirmation with the Commonwealth of Kentucky (including the General Counsel's office for the Dept. of Finance) that the lease term must be drafted as you had forwarded in your last submission to us to comply with KY law (i.e., 7 month initial term plus successive auto-renewal options going through November 30, 2023). The initial term (beginning December 1, 2013) plus all the renewal options equal 10 years in total. Nucleus is willing to accept this based upon UofL's indication that state

law mandates it. Accordingly, please see the attached final executable lease, of which we will need 5 copies executed after state approval occurs on August 13th. I've also included a blackline from the last draft you submitted. Please confirm the draft is fully acceptable to everybody on your side.

Note that we have clarified that any early termination prior to November 30, 2023 will give rise to the agreed-upon termination fee (whether it be by Tenant's exercise of the Termination Option or simply by Tenant noticing Nucleus that the lease will not be renewed).

Finally, since I'm copying our folks on this simultaneously, the lease document remains subject to their further review, comment, and revision.

Thank you,

Lewis Borders

Vice President - Leasing & Brokerage

NTS Development Company

600 North Hurstbourne Parkway

Suite 300

Louisville, Kentucky 40222

Direct: 502.429.9888 Ext. 176

Fax: 502.426.4994

Email: lborders@ntsdevco.com

From: Martin,David C [<mailto:david.martin@louisville.edu>]

Sent: Wednesday, July 17, 2013 1:44 PM

To: Lewis Borders

Cc: Martin,David C

Subject: Dr. Pierce Lease

Lewis,

Attached is the latest version of the lease. Please call me to discuss the lease terms.

Dave

Bibelhauser, Cori

From: Russell, Sandra D.
Sent: Friday, August 02, 2013 4:16 PM
To: Bibelhauser, Cori
Subject: RE: L00220 - Nucleus Lease

If I've already read it and the recommended changes were made then I'm fine with the lease. Thanks Sandy

From: Bibelhauser, Cori
Sent: Friday, August 02, 2013 8:16 AM
To: Russell, Sandra D.
Subject: FW: L00220 - Nucleus Lease

Sandy,

I have to have your approval today in order to meet the deadline that Dave Martin has given me.

Thanks!

Cori Bibelhauser
Contract Administrator
Contract Administration and Procurement Services
University of Louisville
Phone: 502-852-4926
Email: cori.bibelhauser@louisville.edu

From: Bibelhauser, Cori
Sent: Tuesday, July 30, 2013 4:01 PM
To: Russell, Sandra D.
Cc: Wohl, Cynthia Ann
Subject: L00220 - Nucleus Lease

Sandy,

Per Dave, you have already reviewed this lease and are ok with the insurance requirements. I will need your email approval for this lease. Can you please send my your electronic approval as soon as possible. We have to have this lease fully executed by the end of the week.

Thanks!

Cori Bibelhauser
Contract Administrator
Contract Administration and Procurement Services
University of Louisville

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into this 12th day of September, 2013, by and between NUCLEUS: KENTUCKY'S LIFE SCIENCES AND INNOVATION CENTER, LLC, a Kentucky limited liability company, c/o Property Manager, NTS Development Company, 10172 Linn Station Road, Louisville, Kentucky 40223 ("NKLSIC"), UNIVERSITY OF LOUISVILLE FOUNDATION, INC., a Kentucky non-profit corporation, 103 Grawemeyer Hall, University of Louisville, Louisville, Kentucky 40292 (the "Foundation"), and UNIVERSITY OF LOUISVILLE (on behalf of the Office of the Executive Vice President for Research and Innovation), Jouett Hall, University of Louisville, Louisville, Kentucky 40292 (the "Tenant").

RECITALS:

- A. NKLSIC and Tenant entered into that certain Standard Office Lease Agreement dated August 29, 2013 (the "Lease"), covering the Third Floor (the "Leased Premises") located in the office building commonly known as Nucleus located at 300 E. Market Street, Louisville, KY 40202 (the "Property"). Capitalized terms not defined herein shall be as defined in the Lease.
- B. The Foundation is successor to NKLSIC's fee interest in the Property.
- C. In connection with the refinancing of the Property, the Foundation will be conveying the Property to its affiliate, The Nucleus Real Properties, Inc., a Kentucky non-profit corporation ("TNRP"), and the Foundation's proposed lender requires that an additional use restriction be included in all leases covering the Property.
- D. NKLSIC, the Foundation and the Tenant desire to amend the Lease to provide that the Foundation is the Landlord under the Lease, as further described herein, to incorporate an additional restriction on the Tenant's use at the Leased Premises, and to provide for Tenant's consent to the transfer of the Lease from the Foundation to TNRP.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NKLSIC, the Foundation and the Tenant do hereby amend the Lease as follows, notwithstanding any provisions of the Lease to the contrary:

- 1. The Landlord under the Lease is University of Louisville Foundation, Inc., a Kentucky non-profit corporation, having an address of c/o Property Manager, NTC Development Company, 10172 Linn Station Road, Louisville, Kentucky 40223 and Landlord assumes all of NKLSIC's right, title, interest and obligations under the Lease.
- 2. The Foundation's Fed. Tax ID Number is 23-7078461
- 3. A new paragraph is added to Section 6 of the Lease as follows:

Notwithstanding the foregoing, Tenant will not conduct or permit any trade or business at the Leased Premises consisting of (i) the rental to others of residential real property (which is defined in Section 168(e)(2)(A) of the U.S. Internal Revenue Code of 1986, as amended from time to time (the "Code"), as property where eighty percent (80%) or more of the gross rental income from such property is derived from the rental of dwelling units), (ii) the operation of (A) a private or commercial golf course, (B) a country club, (C) a massage parlor, (D) a hot tub facility, (E) a suntan facility, (F) a racetrack or other facility used for gambling, or (G) any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or (iv) farming (within the meaning of Code Section 2032A(e)(5)(A) or (B) and the applicable regulations) (collectively, the "Excluded Businesses"). Any sublease of the Leased Premises will contain prohibitions on use of the Leased Premises consistent with the restrictions in this paragraph and Tenant as landlord will strictly enforce such prohibitions. No subtenant of the Leased Premises shall be permitted to engage in any of the Excluded Business. Tenant shall not suffer, cause or permit any tenants, subtenants or occupants at the Leased Premises to breach or violate this Section. Each executed lease with respect to any portion of the Leased Premises shall include representations, warranties and covenants of the tenant to the effect that the tenant is not and will not carry on any Excluded Business and shall provide that any violation of the use restrictions shall permit the Tenant to immediately terminate the lease to the extent permitted by applicable law subject to the minimum notice requirements of applicable law.

4. Tenant does hereby consent to the Foundation's assignment to TNRP of the Foundation's interest in the Lease. Upon notice that such assignment has occurred, Tenant agrees to perform all of its obligations under the Lease for the benefit of TNRP as "Landlord" under the Lease.
5. All terms and conditions of the Lease, except as modified in this Amendment, shall remain in full force and effect, and the terms thereof are hereby ratified in full.
6. All modifications in this Amendment shall be deemed effective as of August 29, 2013. Time is of the essence with respect to the terms and conditions of this Amendment.
7. This Amendment may be signed in multiple counterparts. Each executed counterpart shall be deemed an original and all original executed counterparts shall together constitute one instrument.
8. The terms of this Amendment shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

(signatures on following page)

IN WITNESS WHEREOF, NKLSIC, the Foundation and Tenant have entered into this Amendment as of the 12 day of September, 2013.

NKLSIC:

NUCLEUS: KENTUCKY'S LIFE SCIENCES AND INNOVATION CENTER, LLC, a
Kentucky limited liability company

By: UNIVERSITY HOLDINGS, INC., a
Kentucky non-profit corporation, its
Manager

By:  Signature on file

Title: President & CEO

FOUNDATION:

**UNIVERSITY OF LOUISVILLE
FOUNDATION, INC., a Kentucky non-profit
corporation**

By: _____

Title: _____

TENANT:

UNIVERSITY OF LOUISVILLE

By: _____

Title: _____

IN WITNESS WHEREOF, NKLSIC, the Foundation and Tenant have entered into this Amendment as of the ___ day of September, 2013.

NKLSIC:

NUCLEUS: KENTUCKY'S LIFE SCIENCES AND INNOVATION CENTER, LLC, a Kentucky limited liability company

By: UNIVERSITY HOLDINGS, INC., a Kentucky non-profit corporation, its Manager

By: _____

Title: _____

FOUNDATION:

UNIVERSITY OF LOUISVILLE FOUNDATION, INC., a Kentucky non-profit corporation

By: Signature on file

Title: Assistant Treasurer

TENANT:

UNIVERSITY OF LOUISVILLE

By: Signature on file

Title: Vice President for Business Affairs

**UNIVERSITY OF LOUISVILLE
AMENDMENT II TO LEASE AGREEMENT
EVPRI OFFICES**

THIS AMENDMENT II TO LEASE AGREEMENT, entered into this 2nd day of June 2020, between The Nucleus Real Properties, Inc. (“TNRP”), and The University of Louisville (“Tenant”).

WITNESSETH:

WHEREAS, TNRP, as Assignee, and Tenant have entered into a Lease Agreement (the “Lease”) dated December 13, 2013, as amended, for Leased Premises 26,085 sq. ft., located at 300 E Market Street, Suite 300, Louisville, KY 40202.

NOW, THEREFORE, it is agreed between the parties as follows:

1. In accordance with Exhibit I – Renewal Option Addendum of the Lease, the Lease shall renew for another Renewal Term, effective July 1, 2020 through June 30, 2022. The University shall provide no less than 30 days prior written notice of its intent to terminate and subsequently vacate the Premises.
2. Rent will be \$47,822.50 monthly beginning July 1, 2020 and continue through the RENEWAL TERM. Rent is due on the first day of the month.
3. Any capitalized terms not defined herein shall have the same meanings given to them in the original Lease.
4. All other terms and conditions remain the same and in full force.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of this date first written above.

THE NUCLEUS REAL PROPERTIES, INC.

UNIVERSITY OF LOUISVILLE

Signature on file

Keith M. Sherman
Chairman

Date: June 2, 2020

Signature on file

Mark Watkins
Chief Operating Officer

Date: 6-28-2020

**UNIVERSITY OF LOUISVILLE
AMENDMENT TO LEASE AGREEMENT
EVPRI OFFICES**

THIS AMENDMENT TO LEASE AGREEMENT, entered into this 2nd day of June 2022, between The Nucleus Real Properties, Inc. (“TNRP”), and The University of Louisville (“Tenant”).

WITNESSETH:

WHEREAS, TNRP, as Assignee, and Tenant have entered into a Lease Agreement (the “Lease”) dated December 13, 2013, as amended, for Leased Premises 26,085 sq. ft., located at 300 E Market Street, Suite 300, Louisville, KY 40202.

NOW, THEREFORE, it is agreed between the parties as follows:

1. In accordance with Exhibit I – Renewal Option Addendum of the Lease, the Lease shall renew for another Renewal Term, effective July 1, 2022 through November 30, 2023. The University shall provide no less than 30 days prior written notice of its intent to terminate and subsequently vacate the Premises.
2. Rent will be \$47,822.50 monthly beginning July 1, 2022 and continue through the RENEWAL TERM. Rent is due on the first day of the month.
3. Any capitalized terms not defined herein shall have the same meanings given to them in the original Lease.
4. All other terms and conditions remain the same and in full force.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of this date first written above.

THE NUCLEUS REAL PROPERTIES, INC.

UNIVERSITY OF LOUISVILLE


Signature on file

Keith M. Sherman
Chairman


Signature on file

Meg Campbell
Executive Director of University Planning,
Design, and Construction

Date: 6/28/2022

Date: 6/28/2022

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING CANDIDATES FOR DEGREES AND CERTIFICATES

Executive and Compensation Committee – December 14, 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 on December 15, 2023 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 _____

Did Not Pass _____

Other _____

Signature on file _____

Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE CREATION OF THE
BACHELOR OF SCIENCE IN APPLIED ENGINEERING

Board of Trustees – January 25, 2024

RECOMMENDATION:

The President recommends that the Board of Trustees approve the creation of the Bachelor of Science in Applied Engineering effective Fall 2024.

BACKGROUND:

The J.B. Speed School of Engineering proposes a Bachelor of Science in Applied Engineering degree program to begin enrolling students in Fall 2024. The proposed program will be offered face-to-face and require 120 credit hours.

The industrial base within Kentucky is rapidly expanding and this degree program can help meet the increasing workforce demand. Applied Engineering graduates generally fill the gap between traditional four-year engineering and two-year technician programs. The proposed four-year Applied Engineering degree program can develop a skillset focused between these two areas and emphasize applied math and science skills directly relatable to industry. Some common job titles for Applied Engineering graduates include product development, manufacturing, product testing, technical sales, and field service. These positions would appeal to many students whose career development aspirations align with the hands-on application of engineering solutions. The University of Louisville currently does not offer Applied Engineering degrees but is uniquely positioned to leverage existing resources to develop a viable program. The J.B. Speed School of Engineering is recognized as generating “industry-ready engineers.” Through the co-op program and Board of Advisors, the school has established and maintained mutually beneficial relationships with an extensive employer list. These industry relationships are essential as the Applied Engineering curriculum and focus areas are developed.

The Faculty Senate recommended the creation of the B.S. in Applied Engineering at their meeting on December 6, 2023. The Executive Vice President/University Provost joins the President in making this recommendation.

BOARD ACTION:

Passed X

Did Not Pass

Other

 Dr.
Signature on file
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE CREATION OF THE
BACHELOR OF SCIENCE IN BIOCHEMISTRY

Board of Trustees – January 25, 2024

RECOMMENDATION:

The President recommends that the Board of Trustees approve the creation of the Bachelor of Science in Biochemistry effective Fall 2024.

BACKGROUND:

The B.S. in Biochemistry program is a rebranding of the Biochemistry track of the Chemistry B.S. program. The proposed program is face-to-face and would require 114-118 credit hours. This four-year undergraduate program will continue the interdisciplinary nature of the current Biochemistry track with altered chemistry and biology course requirements to give students more options than the current Chemistry B.S. program. Course requirements will also be modified to include additional writing, statistics, and ethics requirements in line with American Society for Biochemistry and Molecular Biology (ASBMB) guidelines. The goal is to establish a Biochemistry degree accredited by the ASBMB.

The new program will be attractive to pre-professional (pre-med, pre-dental, pre-pharmacy) students and students interested in careers in biochemistry and biotechnology. The stand-alone Biochemistry program will be more visible, distinctly marketable, and more attractive to students wanting a Biochemistry degree than the current Biochemistry track. This is a STEM+H degree with excellent growth potential.

In a 2021 report by Gray & Associates for CPE, the recommendation for the Chemistry B.S. program was labelled “fix to grow.” Specifically, the recommendation was made to “consider the demand for ‘Biochemistry’ and the lack of competition” in the state. The report also raised the question of a new CIP code (26.0202) with additional investment in Biochemistry for growth potential.

The Faculty Senate recommended the creation of the B.S. in Biochemistry at their meeting on December 6, 2023. The Executive Vice President/University Provost joins the President in making this recommendation.

BOARD ACTION:

Passed X

Did Not Pass

Other

 h
Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE CREATION OF THE
BACHELOR OF SCIENCE IN EXERCISE PHYSIOLOGY

Board of Trustees – January 25, 2024

RECOMMENDATION:

The President recommends that the Board of Trustees approve the creation of the Bachelor of Science in Exercise Physiology effective Fall 2024.

BACKGROUND:

The College of Education and Human Development is rebranding the current Health and Human Performance (HHP) degree to become Bachelor of Science degree in Exercise Physiology. This four-year program offers a robust educational foundation in STEM disciplines, with the goal of providing students with the knowledge and skills necessary for careers in allied health, physical/health education, and human performance. The proposed program requires 120 credit hours and is face-to-face.

The proposed Exercise Physiology program represents an innovative and highly refined iteration of the HHP undergraduate degree, strategically designed to better align with projected market demands and the preferences of our student body. Notably, it distinguishes itself by its strong emphasis on STEM disciplines. The current HHP program, which boasts an enrollment of approximately 500 students, is already successful, particularly in its Exercise Science track.

This interdisciplinary program will offer a curriculum that imparts a deep understanding of human physiology and how physical movement and exercise induce structural and functional adaptations at biochemical, physiological, and biomechanical levels. Courses, which emphasizes hands-on/practical application and experiential learning opportunities, are designed to progressively cultivate critical thinking skills, thereby preparing students for immediate careers in human performance, corporate health/wellness, physical/health education, and exercise rehabilitation. Additionally, it effectively primes students for advanced degrees in allied health sciences, with many pursuing graduate credentials in medicine, rehabilitation therapy, and athletic training. Notably, students can tailor their undergraduate experience to align with their long-term career goals by selecting one of the following tracks: a) Allied Health Therapies; b) Human Performance; or c) Physical and Health Education.

The Faculty Senate recommended the creation of the B.S. in Exercise Physiology at their meeting on November 1, 2023. The Executive Vice President/University Provost joins the President in making this recommendation.

BOARD ACTION:

Passed X

Did Not Pass

Other

 Dr.
Signature on file _____
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES
CONCERNING THE CREATION OF THE
MASTER OF SCIENCE IN ARTIFICIAL INTELLIGENCE IN MEDICINE

Board of Trustees – January 25, 2024

RECOMMENDATION:

The President recommends that the Board of Trustees approve the creation of the Master of Science in Artificial Intelligence in Medicine effective Fall 2024.

BACKGROUND:

The Department of Bioengineering in the J.B. Speed School of Engineering and the Department of Bioinformatics & Biostatistics in the School of Public Health and Information Sciences propose a new Master of Science degree program in Artificial Intelligence in Medicine. The program will prepare students to analyze medical or public health care data. Given the large amount and complexity of these data, manual or empirical methods of data analysis are inadequate. With this degree, students will learn to analyze, present, and use data through computation, modeling and simulation, machine learning, and advanced statistical analysis. The program will prepare students for ongoing changes in patient and public health data analysis, making them more marketable in these and other fields.

The intended audience for this program is students with bachelor's degrees in Bioengineering or Public Health, or healthcare professionals interested in earning advanced knowledge in the field of Artificial Intelligence and who wish to be trained to apply these techniques to medical problems. The program is intended to be one full year (Fall, Spring and Summer) for full-time graduate students. The program is offered online and requires 30 credit hours. The curriculum is flexible to allow interested students to enroll part-time. The program's relationship to the general fields of engineering and public health provides a unique emphasis on interdisciplinary engagement. Thus, the expected impact of this degree includes supporting healthcare professionals to help improve health outcomes and patient experiences.

The Faculty Senate recommended the creation of the M.S. in Artificial Intelligence in Medicine at their meeting on December 6, 2023. The Executive Vice President/University Provost joins the President in making this recommendation.

BOARD ACTION:

Passed X

Did Not Pass

Other

 D
Signature on file
Assistant Secretary

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

Board of Trustees – January 25, 2024

RECOMMENDATION:

The President recommends that the Board of Trustees approve the use and establishment of the Samuel C. Robinson Endowed Chair in Nano-Enabled Medicine and Healthcare, and further authorize the President or her designee to execute any documents required to complete the creation of this new endowed fund.

Additional information is [attached](#).

BOARD ACTION:

Passed X

Did Not Pass

Other


Dr
Signature on file
Assistant Secretary

Endowment Match Program
Notice of Board Approval
January 25, 2024

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 Samuel C. Robinson Endowed Chair in Nano-Enabled Medicine and Healthcare in the amount of \$2,424,360.


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

BOARD OF TRUSTEE ACTION REQUESTS FROM UNIVERSITY ADVANCEMENT:

- 1) Creation of an Endowed Chair in Nano-Enabled Medicine and Healthcare for the benefit of the Council on Postsecondary Education Endowment Match Program (Bucks for Brains).
- 2) Approval to name this the "Samuel C. Robinson Endowed Chair in Nano-Enabled Medicine and Healthcare," per the guidelines of the UofL Naming Policy.

Name: **Samuel C. Robinson Endowed Chair in Nano-Enabled Medicine and Healthcare**

In support of: **J.B. Speed School of Engineering**

Amount: **\$2,424,360 TOTAL**

Gift Information: The Speed School of Engineering requests to commit the following charitable remainder trust issued to the UofL Foundation. The Council on Postsecondary Education Endowment Match Program (Bucks for Brains) will match this gift to meet the minimum amount required for an Endowed Chair, pending approval of the UofL Board of Trustees.

- Samuel C. Robinson Charitable Remainder Trust for **\$1,212,180**

Fund Purpose: Since its inception, the field of nanotechnology has fueled innovation across medicine and health care. For example, nanotechnology has been leveraged by medical researchers to create a new breed of micro-sensors and micro-fluidic systems capable of analyzing blood samples, identifying disease markers and developing vaccines for deadly viruses such as COVID and monkeypox. The next evolution of nanotechnology is expected to use synthetically modified nano-particles and customized nano-materials to solve a variety of medical challenges, including rapid drug discoveries, innovative drug delivery methods, novel disease treatments and smart materials for wearables and implantables.

To accelerate our impact, the University of Louisville J.B. Speed School of Engineering proposes to establish an esteemed endowed faculty position dedicated to nano-enabled medicine and health care. This nationally renowned, high-level researcher would be critical to driving collaboration between our engineering and medical researchers and commercializing their micro/nano/biomedical research.

Donor Information: Samuel C. Robinson (1931-2003) was a 1954 graduate of the Speed School of Engineering, BS - Mechanical Engineering. He was a co-founder of Robinson-Nugent, Inc., which was formed from the merger of Robinson Machine Works and Nugent Electronics. That company designed, manufactured, and marketed electronic connectors, integrated circuit sockets, and cable assemblies. It was the best performing local stock in 1999 with a 300% gain. The company was acquired by 3M in 2001. In 1986, U of L recognized Sam as a Speed School's Distinguished Alumnus. Sam was a member of U of L's Board of Overseers from 1985 to 1991. He also served on CAE Advisory Council in 1984. A few months before his death, he established a Charitable Remainder Unitrust. Payments went to him during the balance of his lifetime. At his death, his wife (Paula) became the income beneficiary. Upon Paula's death in 2023, the remainder was distributed to the University of Louisville Foundation.

**THE
SAMUEL C. ROBINSON
CHARITABLE REMAINDER
TRUST**

May 6, 2003

**Prepared by:
Jerome M. Strauss, Esq.
GALBRAITH & McMAINS, P.C.
9130 Galleria Court, Suite 301, Naples, Florida 34109
Telephone: 239.593.0996
Telefax: 239.593.4623**

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**THE SAMUEL C. ROBINSON
CHARITABLE REMAINDER TRUST**

THIS IS A TRUST AGREEMENT dated May 6, 2003, by and between Samuel C. Robinson of Bonita Springs, Florida (the "Trustmaker"); and National City Bank (the "Trustee").

WHEREAS, the Trustmaker desires to create a Charitable Remainder Unitrust, within the meaning of Section 7 of Rev. Proc. 90-30 and Code Sec. 664(d)(2) ("Code Sec." referring in this Agreement to the Internal Revenue Code of 1986, and "Reg" to the Treasury Regulations thereunder);

WHEREAS, the Trustee is willing to accept the trust hereby created and covenants to discharge faithfully the duties of a Trustee hereunder;

ARTICLE I.
NAME OF TRUST

This Agreement and the trust hereunder may be referred to as The Samuel C. Robinson Charitable Remainder Trust (the "Trust").

ARTICLE II.
PAYMENTS DURING TRUST TERM

In each taxable year of the trust, the Trustee shall pay to the Trustmaker, Samuel C. Robinson (the "Recipient"), during his lifetime the unitrust amount defined below. Upon the death of the Recipient, the entire unitrust amount shall be paid to the Recipient's spouse, Paula M. Robinson, if she is then living. The obligation of the Trustee to pay the unitrust amount shall terminate with the regular payment immediately preceding the death of the last Recipient to die.

ARTICLE III.
DEFINITION OF UNITRUST AMOUNT

A. Unitrust Amount. The unitrust amount shall be five percent (5%) of the net fair market value of the assets of the Trust valued as of first day of each taxable year of the Trust (the "valuation date").

B. Valuation Date Not First Day of Taxable Year. If the valuation date does not occur in a taxable year of the Trust other than the year in which the noncharitable interests terminate, the Trust assets shall be valued as of the last day of such taxable year. In the case of the taxable year in which the noncharitable interests terminate, if the valuation date does not

occur before the day the noncharitable interests terminate, the Trust assets shall be valued as of the day the noncharitable interests terminate.

C. Frequency and Source of Payment. The unitrust amount shall be paid in equal quarterly amounts at the end of each calendar quarter from income and, to the extent income is not sufficient, from principal. Any income of the Trust for a taxable year in excess of the unitrust amount shall be added to principal. The unitrust amount shall be paid in full no later than the time prescribed by the Regulations.

D. Incorrect Valuation. If, for any year, the net fair market value of the Trust assets is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the Trustee shall pay to the Recipient (in the case of an undervaluation) or receive from the Recipient (in the case of an overvaluation) an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

ARTICLE IV. **PRORATION**

In determining the unitrust amount, the Trustee shall prorate the same on a daily basis for a short taxable year and for the taxable year of the death of the last Recipient to die.

ARTICLE V. **REMAINDER TO CHARITY**

Upon the death of the last Recipient to die, the Trustee shall distribute all of the then principal and income of the Trust (other than any amount due a Recipient or a Recipient's estate under the provisions above) to the following named charities in the percentages indicated. However, the Trustmaker reserves the limited right to amend and reappoint such charitable remainderman, at their sole discretion, in accordance with the terms and conditions of the following paragraph of this article. Any share for a named charity not in existence at that time shall be distributed among the remaining charities, pro rata.

<u>Charitable Beneficiary</u>	<u>Percentage Share</u>
University of Louisville Louisville, Kentucky For the Speed School of Engineering	fifty (50%) percent
Indiana University Foundation Bloomington, Indiana, to create an Unrestricted Endowment for the benefit of Indiana University Southeast Campus	fifty (50%) percent

Any amended charitable remainderman appointment must be to such organization or organizations described in the sections of the Code specified below, in such amounts or proportions as the Trustmaker may appoint by deed, trust, Will, or other writing signed by the Trustmaker specifically referring to this power (the "Charities"). If any principal or income is not effectively disposed of by the preceding sentence, or if any of the Charities is not an organization described in the sections of the Code specified below in this paragraph at the time when any principal or income of the Trust is to be distributed to it under any provision of this Trust, then the Trustee shall distribute such principal or income to such organization or organizations described in Code Sec. 170(c), 2055(a), and 2522(a), in such amounts or proportions as the Trustee shall select in the sole discretion of the Trustee.

ARTICLE VI
ADDITIONAL CONTRIBUTIONS PERMITTED

A. Lifetime Additions. Subject to the Trustee's prior approval, additional contributions may be made to the Trust after the initial contribution. If any additional contributions are made to the Trust after the initial contribution, the unitrust amount for the year in which the additional contribution is made shall be equal to five percent (5%) of the sum of:

- (a) the net fair market value of the Trust assets as of the valuation date (excluding the additional contribution and any income therefrom, or appreciation thereon); and
- (b) that proportion of the fair market value of the additional contribution representing the number of days in the period that begins with the date of contribution and ends with the earlier of the last day of the taxable year or the date of death of the survivor Recipient bears to the number of days in the period that begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the date of death of the survivor Recipient.

In the case where there is no valuation date after the time of contribution, the assets so added shall be valued as of the time of contribution.

B. Testamentary Additions. In the case of an addition by reason of the death of a person of property included in the person's gross estate, the addition shall consist of all property passing to the Trust by reason of the person's death, the date of death shall be deemed the date of the addition, and the obligation to pay the unitrust amount in respect of the addition shall commence with the date of death, but payment of the unitrust amount in respect of the addition may be deferred until the end of the taxable year in which occurs the complete funding of the addition. Within a reasonable time after the end of the taxable year in which the complete funding of the addition occurs, the Trustee must pay to the Recipient (in the case of an underpayment) or receive from the Recipient (in the case of an overpayment) the difference

between: (i) any unitrust amounts in respect of the addition actually paid, plus interest, compounded annually, computed for a period at the rate of interest that the Regulations under Code Sec. 664 prescribe for the Trust for that computation for that period; and (ii) the unitrust amounts payable in respect of the addition, determined under the method described in Reg § 1.664-1(a)(5)(ii).

ARTICLE VII.
PROHIBITED TRANSACTIONS

Except for the payment of the unitrust amount to the Recipient, the Trustee is prohibited from engaging in any act of self-dealing as defined in Code Sec. 4941(d), from retaining any excess business holdings as defined in Code Sec. 4943(c) which would subject the Trust to tax under Code Sec. 4943, from making any investments which would subject the Trust to tax under Code Sec. 4944, and from making any taxable expenditures as defined in Code Sec. 4945(d). The Trustee shall make distributions at such time and in such manner as not to subject the Trust to tax under Code Sec. 4942.

ARTICLE VIII.
TAXABLE YEAR

The taxable year of the Trust shall be the calendar year.

ARTICLE IX.
SPENDTHRIFT TRUST

A. **No Assignment.** No interest in the Trust shall be subject to the beneficiary's liabilities or creditor claims, assignment or anticipation.

B. **Protection from Creditors.** If the Trustee shall determine that a beneficiary would not benefit as greatly from any outright distribution of Trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustee to give the beneficiary the maximum possible benefit and enjoyment of all of the Trust income and principal to which the beneficiary is entitled.

ARTICLE X.
TRUSTEE MUST NOT DISQUALIFY TRUST

The Trustee is prohibited from exercising any power or discretion granted under any law or this Agreement that would be inconsistent with the qualification of the Trust under Code Sec. 664(d)(2) and the corresponding Regulations. Any "unmarketable assets" (as defined by Reg §

1.664-1(a)(7)(ii) transferred to or held by the Trust shall be valued in accordance with Reg § 1.664-1(a)(7).

Furthermore, the Trustee is prohibited from using any Trust assets for the payment of any state death taxes or federal estate taxes resulting from the death of the Trustmaker, and in accordance with Revenue Ruling 82-128, the Trust shall terminate unless payment of any such state death taxes and federal estate taxes due from the Trust by reason of the death of a Trustmaker are made from assets outside the Trust.

ARTICLE XI **LIMITED POWER OF AMENDMENT**

The Trust is irrevocable and the Trustmaker shall have no power to amend it. The Trustee, however, shall have the power, acting alone, to amend the Trust in any manner required for the sole purpose of ensuring that the Trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of Code Sec. 664(d)(2). References to the Internal Revenue Code and the Regulations shall be deemed to incorporate changes enacted or promulgated after the date of this Agreement to whatever extent is necessary to ensure such continuing qualification.

ARTICLE XII **TRUSTEES**

A. Trustee Appointments.

1. National City Bank shall serve as Trustee of the Trust.
2. If National City Bank is unable or unwilling to serve as Trustee under this Agreement, the then current Recipient shall appoint a corporate fiduciary to serve as Successor Trustee.

B. Additional Provisions Regarding Changes in Fiduciaries.

1. Any Trustee may resign at any time without court approval and whether or not a successor has been appointed.
2. Any Trustee may be removed by the Trustmaker, during any period of time such Trustmaker is also the then current unitrust amount Recipient. The Trustmaker need not give the Trustee being removed any reason, cause, or ground for such removal.
3. Each individual Trustee (including successors) shall have the right to appoint a successor individual Trustee by an instrument in writing, such appointment to take

effect upon the death, resignation or incapacity of the appointing Trustee. An appointment may be changed or revoked until it takes effect.

4. The individuals (and any corporation) acting as the Trustees may at any time, acting unanimously by written instrument, appoint an individual or a corporation with fiduciary powers as a Co-Trustee.

C. Accountings & Other Proceedings.

1. The Trustmaker directs that the Trust be subject to independent administration with as little court supervision as the law allows. The Trustee shall not be required to render to any court annual or other periodic accounts, or any inventory, appraisal, or other returns or reports, except as required by applicable state law. The Trustee shall take such action for the settlement or approval of accounts at such times and before such courts or without court proceedings as the Trustees shall determine. The Trustees shall pay the costs and expenses of any such action or proceeding, including but not limited to the compensation and expenses of attorneys and guardians, out of the property of the trust. The Trustee shall not be required to register the Trust.

2. I direct that in any proceeding relating to the Trust, service upon any person under a legal disability need not be made when another person not under a disability is a party to the proceeding and has the same interest as the person under the disability. The person under the disability shall nevertheless be bound by the results of the proceeding. The same rule shall apply to non-judicial settlements, releases, exonerations, and indemnities.

D. **Governing Law and Trustee Powers.** The interpretation and operation of the Trust shall be governed by the laws of the State of Florida. The Trustee may, without prior authority from any court, exercise all powers conferred by this Agreement or by common law or by any fiduciary powers act or other statute of the State of Florida or any other jurisdiction whose law applies to the trust. The Trustee shall have absolute discretion in exercising these powers. Except as specifically limited by this Agreement, these powers shall extend to all property held by the Trustee until actual distribution of the property. The powers of the Trustee shall include the following:

1. The Trustee may, without the consent of any beneficiary, distribute in cash or in kind, including distributions in satisfaction of the unitrust amount.

2. The Trustees may retain any property originally owned by the Trustmaker, and invest and reinvest in all forms of real and personal property, whether inside or outside the United States, including without limitation, common trust funds of a corporate Trustee, mutual funds, partnerships (including a partnership in which Trustee is a partner), and other forms of joint investment (which may but need not be managed by, advised by, or affiliated with a Trustee), without regard to any principle of law limiting delegation of investment responsibility by Trustees. Nothing in this Trust instrument shall be construed to restrict the Trustee from

investing the Trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Trust assets.

3. The Trustees may join in any merger, reorganization, voting-trust plan or other concerted action of security holders, and delegate discretionary powers (including investment powers) in entering into the arrangement.

4. The Trustees may employ a custodian, hold property unregistered or in the name of a nominee (including the nominee of any bank, trust company, brokerage house or other institution employed as custodian), and pay reasonable compensation to a custodian in addition to any fees otherwise payable to the Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation.

5. The Trustees may employ and rely upon advice given by accountants, attorneys, investment bankers, and other expert advisers, and employ agents, clerks and other employees, and pay reasonable compensation to such advisors or employees in addition to fees otherwise payable to the Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation.

E. Additional General Provisions Regarding Fiduciaries.

1. Except to the extent specifically provided otherwise in this Agreement, references to the Trustees shall, in their application to the Trust, refer to all those from time to time acting as Trustees of that trust. If just two Trustees are eligible to act on a given matter, the act shall require unanimity. If three or more Trustees are eligible to act on a given matter, the act shall require a majority. Subject to that, in references to Trustees the singular shall include the plural, and the plural the singular, where appropriate.

2. A corporate Trustee shall be compensated by agreement in accordance with its fee schedule as in effect at the time of payment, without reduction for any other fees or other compensation paid to the corporate Trustee or an affiliated entity, including, but not limited to, such fees or other compensation paid by any mutual fund, unit investment trust or other investment vehicle, or an agent. We authorize a corporate Trustee to charge additional fees for services it provides to the Trust that are not comprised within its duties as Trustee, for example, a fee charged by a mutual fund it administers in which the Trust invests, or a fee for providing an appraisal, or a fee for providing corporate finance or investment banking services. The Trustmaker also recognizes that a corporate Trustee may charge separately for some services comprised within its duties as Trustee, for example a separate fee for investing cash balances or preparing tax returns. Such separate charges shall not be treated as improper or excessive merely because they are added on to a basic fee in calculating total compensation for service as Trustee. Such compensation may be paid without Court approval.

3. No Trustee shall be liable to anyone for anything done or not done by any other Trustee or by any beneficiary. Nor shall any Successor Trustee be liable for the acts or omissions of any previous Trustee.

4. The fact that a Trustee is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through a corporate Trustee or through any firm of which a corporate or individual Trustee is a partner, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. Trust property may be invested in individual securities, mutual funds, partnerships, private placements, or other forms of investment promoted, underwritten, managed, or advised by a Trustee or such a firm.

5. The Trustee may employ and rely upon advice given by investment counsel, delegate discretionary investment authority over investments to investment counsel, and pay investment counsel reasonable compensation in addition to fees otherwise payable to the Trustees, notwithstanding any rule of law otherwise prohibiting such dual compensation. The Trustee may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of the trust. The Trustee may, but need not, favor retention of assets originally owned by the Trustmaker. The Trustee shall not be under any duty to diversify investments regardless of any rule of law requiring diversification. The Trustee may retain and acquire property that does not produce income, subject to any restrictions or qualifications of this power set forth elsewhere in this Agreement.

6. The fact that a Trustee (or a firm of which a Trustee is a member or with which a Trustee is otherwise affiliated) renders legal or other professional services to the Trust shall not be deemed a conflict of interest, and the Trustees shall pay fees for such services to such Trustee or firm without prior approval of any court or any beneficiary and whether or not there is a Co-Trustee to approve such payment. An attorney or other Trustee who also renders professional services may receive full compensation for both services as Trustee and the professional services rendered, except as specifically limited by law.

7. A trustee may irrevocably release one or more powers held by the Trustee while retaining other powers.

8. Any Trustee may delegate to a Co-Trustee any power held by the delegating Trustee, but only if the Co-Trustee is authorized to exercise the power delegated. A delegation may be revocable, but while it is in effect the delegating Trustee shall have no responsibility concerning the exercise of the delegated power.

ARTICLE XIII. **EXEMPTION FROM SECURITY**

No Trustee shall be required to give bond or other security in any jurisdiction, and if despite this exoneration a bond is nevertheless required, no sureties shall be required.

ARTICLE XIV
DEFINITIONS AND MISCELLANEOUS PROVISIONS

The following definitions and miscellaneous provisions shall apply under this Agreement:

A. Disabled Trustee Definition. A Trustee is "disabled" and while disabled shall not serve as Trustee when a written certification is in effect that the examined Trustee is physically or mentally incapable of managing the affairs of the trust, whether or not there is an adjudication of the Trustee's incompetence.

1. This certification shall be valid only if it is signed by at least two (2) physicians, each of whom has personally examined the Trustee and at least one (1) of whom is board certified in the specialty most closely associated with the alleged disability.

2. This certification need not indicate any cause for the Trustee's disability.

3. A certification of disability shall be rescinded when a serving Trustee receives a certification that the former trustee is capable of managing the trust's affairs. This certification, too, shall be valid only if it is signed by at least two (2) physicians, each of whom has personally examined the Trustee and at least one (1) of whom is board certified in the specialty most closely associated with the former disability.

4. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph, or for dealing with a Trustee other than the one removed for disability based on these certifications.

B. Code and Regulations. References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" or "Regs" are to the Treasury Regulations under the Internal Revenue Code. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to the Trustmaker's intent as expressed in this Agreement, and a similar rule shall apply to references to the Regulations.

I have executed this agreement the day and year first written above.

I certify that I have read my foregoing irrevocable trust agreement, and that it correctly states the terms and conditions under which the trust property is to be held, managed, and disposed of by my Trustee. I approve this irrevocable trust in all particulars, and request my Trustee to execute it.

IN WITNESS WHEREOF, I have executed this irrevocable trust agreement on May 6, 2003.

Signature on file

SAMUEL C. ROBINSON, Trustmaker

On May 6, 2003, declarant signified to us that this irrevocable trust agreement was being made by the declarant freely and voluntarily and, in our presence, the declarant signed the foregoing and we signed our names in witness thereof. We further state that the declarant has been personally known to us, and is believed by us to be of sound mind and under no duress, fraud or undue influence. We did not sign the declarant's signature above for or at the direction of the declarant. We are not a parent, spouse, or child of the declarant, are not to the best of our knowledge entitled to any part of the declarant's estate. We are competent and at least eighteen (18) years old.

WITNESS:

Signature on file

Witness

ADDRESS:

David W Engelberson
201 Crescent Loop New Albany, IN 47150

Signature on file

Witness

Matthew M. Black
9207 Newbury Ct., Prospect Ky 40059

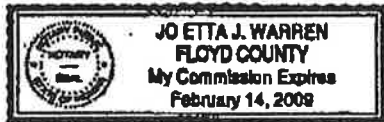
STATE OF ~~FLORIDA~~ Indiana

COUNTY OF ~~COLUMBIA~~ Floyd

Before me, a Notary Public, the foregoing instrument was acknowledged this 6 day of May, by Samuel C. Robinson, X who is personally known to me, or ___ who has produced a driver's license as identification.

Signature on file

Notary Public - State of ~~Florida~~ Indiana



Notary Public - Print Name

KIM WILMORE

Notary Public - Print Name

SELF PROOF OF IRREVOCABLE TRUST

We, whose names are signed below, each declare under penalties of perjury: Samuel C. Robinson, the Trustmaker, executed the foregoing irrevocable trust; that in our presence, the Trustmaker signed the Trustmaker's signature and declared that such signing was the Trustmaker's free and voluntary act for the purpose of executing the Trustmaker's irrevocable trust; that each of the witnesses thereto, in the presence of the Trustmaker (and at the Trustmaker's request) and in the presence of each other, signed such instrument which the Trustmaker stated to be the Trustmaker's irrevocable trust; and, that to the best of our knowledge, the Trustmaker was, at the time of the Trustmaker's signing and at the time of the signing of the witnesses, twenty-one (21) or more years of age and of sound mind.

Dated: May 6, 2003

Signature on file

Samuel C. Robinson, Trustmaker

Dated: May 6, 2003

Signature on file

Witness Printed

Address:

David Weigeborn
231 Carroll Lane
New Albany, IN 47150

Dated: May 6, 2003

Signature on file

Witness Printed: Matthew M. Black

Address: 9207 Newberry Ct.

Prospect Ky 40059

**WAIVER OF ELECTIVE SHARE
AND COMMUNITY PROPERTY RIGHTS**

I, Paula M. Robinson, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, and the agreement of the Trustee named below to serve in such fiduciary capacity do hereby waive any and all right, title and interest I may have or otherwise succeed to by reason of community property, equitable distribution, elective share, minimum share or similar rights as a spouse in and to all property contributed by my husband, Samuel C. Robinson, to the Charitable Remainder Trust he is creating between himself, as Trustmaker, and National City Bank, as Trustee: This is intended to be and shall constitute a third party beneficiary contract for the benefit of all the beneficiaries under the Charitable Remainder Trust and may be enforced by any of those beneficiaries and by the Trustee on their behalf.

Dated: May 6, 2003

Signature on file

Paula M. Robinson



UNIVERSITY *of* LOUISVILLE
FOUNDATION

BOARD OF TRUSTEES MEETING
JANUARY 25, 2024

EXECUTIVE SUMMARY

DECEMBER 31, 2023

- **Investing:**

- Main endowment pool = \$863 million
 - Investment returns (losses):
 - 2023 CYTD: 11.3%
 - FYTD: 5.0%
 - 3 YRS: 6.5%
 - 5 YRS: 9.4%

- **University Support:**

- University support totaled \$26 million; \$56 million annual budget
- \$91 million available to the University; started fiscal year 2024 with \$102 million

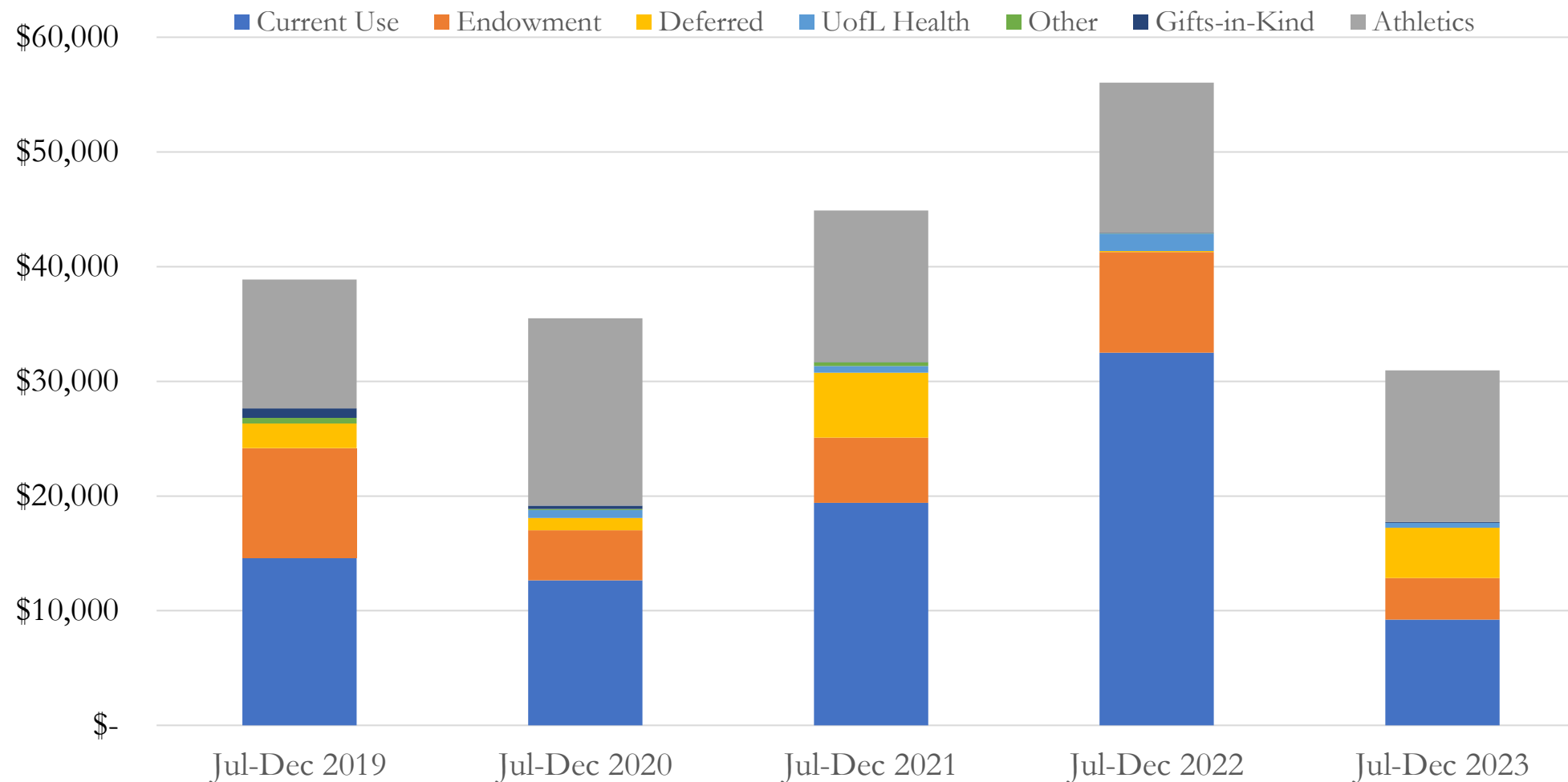
- **Fundraising:**

- FYTD Philanthropy totaled \$17 million; \$32 million annual goal (excludes athletics and UofL Health)

PHILANTHROPY REPORT

For the Six Months Ended,
(in thousands)

*Total Philanthropy includes outright gifts, pledges (including bequests) and matching gifts.

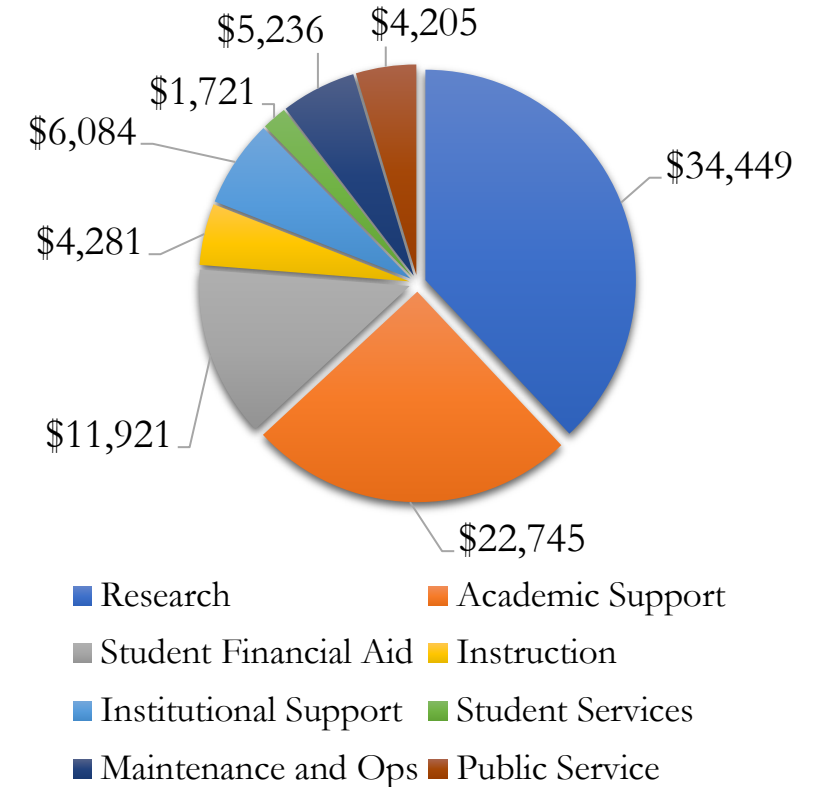


FUNDS AVAILABLE TO THE UNIVERSITY

(in thousands)

	As of December 31, 2023			
School/ Unit	Endowment	FHITBO	Current Use	Total Available
Medicine	\$ 17,190	\$ 3,869	\$ 23,649	\$ 44,708
A&S	3,201	182	2,484	5,867
Speed School	2,556	-	4,315	6,871
Business	1,873	-	3,441	5,314
Office of the Provost	1,627	-	2,956	4,583
Office of the President	693	200	2,389	3,282
Student Financial Aid	1,501	84	1,373	2,958
Education	1,278	56	1,238	2,572
Libraries	311	116	1,092	1,519
Dental School	510	1,445	225	2,180
Nursing	85	4	790	879
Law	848	229	733	1,810
Other	1,439	369	6,292	8,100
Total	33,112	5,334	52,197	90,643

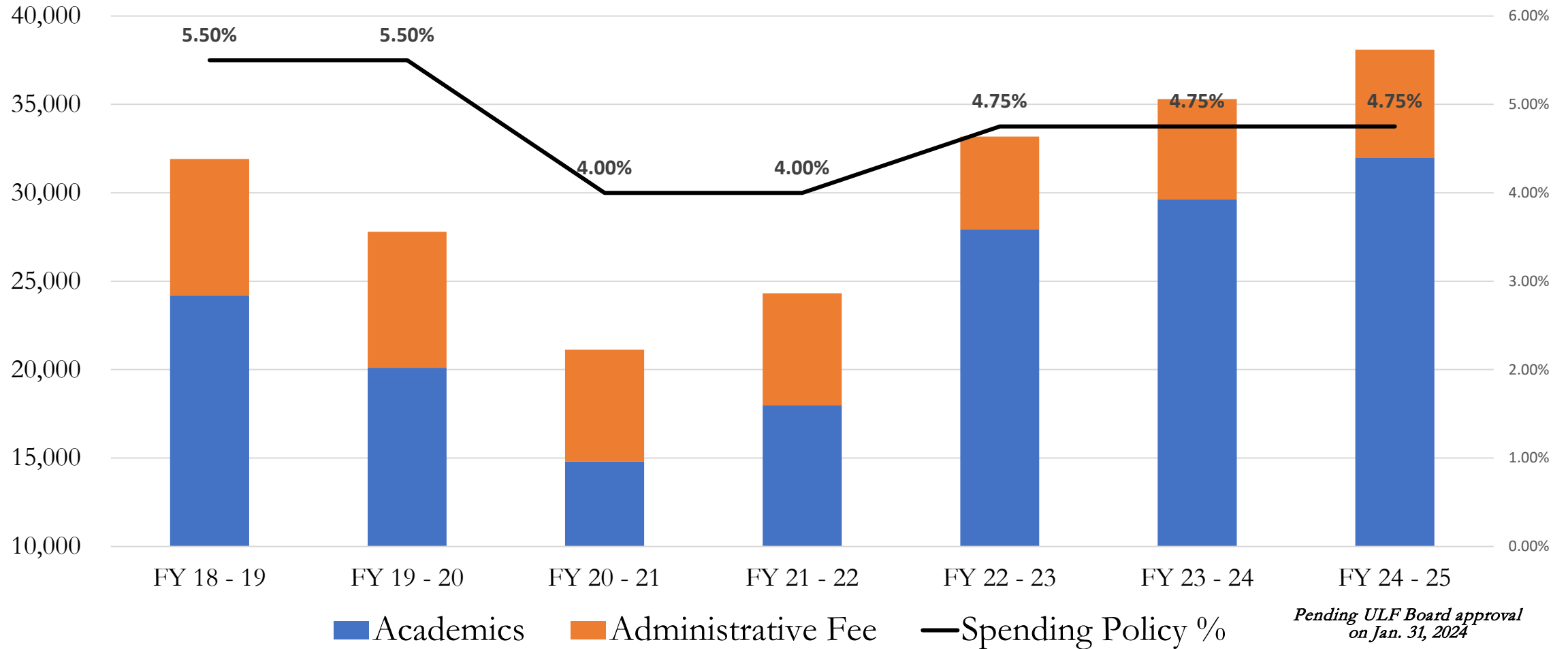
FUNDS AVAILABLE BY AREA OF SUPPORT



- Funds may be encumbered and/or planned for; most funds are restricted as to use.

APPROVED SPENDING POLICY HISTORY

\$'s (in 000's)



Strategic Priorities



LEARN / DISCOVER / CONNECT / WORK

Presented by Lee Gill, J.D.,
Vice President for Institutional Equity



UNIVERSITY OF
LOUISVILLE

Strategic Planning Process

Stakeholders that will inform the Strategic Planning Process

Commission on Diversity and Racial Equity
Commission on The Status of Women
Cardinal Anti-Racist Agenda Report
UofL Strategic Plan
College DEI Practitioners
Faculty Senate
Equity and Student Success Council
Diversity Committee Chairs

Staff Senate
Employee Resource Groups
Disability Resource Center
Student Affairs
Student Government
Employee Success Center



UNIVERSITY OF
LOUISVILLE

Leadership Informing The Plan

Institutional Equity Team:

Diandre Glover-Thomas
Leondra Gully
Faye Jones
Daquarius Mahone
Sarah Mudd
James Orlick
Ashley O'Neil
Marian Vasser
Diane Whitlock

Assistant/Associate Deans and Directors for DEI:

Brigitte Burpo – College of Education
Valerie Clay – Speed School of Engineering
Dwayne Compton- School of Medicine
Derek Cowherd – Athletics
Audra French – School of Dentistry
Cynethia Bethel – Hines – School of Nursing
Trinidad Jackson – School of Public Health
V. Faye Jones – HSC Office of Diversity and Inclusion
Mark Martinez– Brandies School of Law
Emma Sterrett-Hong – Kent School of Social Work
Sherri Wallace – College of Arts and Sciences



UNIVERSITY OF
LOUISVILLE

CARA Report: Influencing Strategic Plan

1. Expand and centralize university-wide inclusive excellence training, professional development and programmatic support for employees, residents, and trainees. The University will begin implementation of this goal this summer with DEI training for the University President, University Vice Presidents, Senior Leadership team members, and Council of Academic Officers.
2. Audit University policies and procedures with a focus on removing existing barriers to an inclusive workplace.
3. Assess, and to the extent needed, expand and enhance DEI education modules within the University's General Education program.
4. Enhance existing Employee Success Center mentor program by increasing diversity in the mentor sponsor, and champion pool and collaborating with Office for Diversity and Equity.



CARA Report: Influencing Strategic Plan

5. Improve the recruitment, retention, and graduation of underrepresented students. Create an infrastructure which supports and recognizes participation, innovation and collaboration in DEI training and initiatives as vital to student success.
6. Reflect the University's commitment to inclusion and diversity through various platforms that include the website, U of L magazine, UofL Today & social media channels.
7. Establish and maintain community partnerships that center the values of diversity, equity, and inclusion.



UNIVERSITY OF
LOUISVILLE

Update on University of Louisville and UofL Health Strategic Alignment Project: Unified Vision to Achieve Greater, Sustained Success

**Jeffrey M. Bumpous, M.D., F.A.C.S.,
Interim Dean, School of Medicine
Vice President of Academic Medical Affairs
University of Louisville**

Purpose

- The primary outcome of this work is to engage with FTI Consulting to support development of a unified, actionable vision for greater sustained success together.
- FTI Consulting
 - Washington D.C. based market leading global consulting firm (Forbes 2022 Best Consulting Firms).
 - Rated as a Top 10 Healthcare Management Consulting Practice since 2006.
 - Select Academic Health Centers worked with: Barnes-Jewish Hospital (St. Louis), Boston Medical Center, Children's National (Washington, D.C.), University of Michigan, Vanderbilt University.
- Key tenets:
 - Develop a Unified Statement of Purpose between UofL and UofL Health.
 - Identify opportunities for enhanced collaborations.
 - Identify services lines of highest priority.
 - Organize collaborative identification and decision making around those service lines.
 - Review structure to optimize synergy.
 - Review and assure financial relationships between entities is in alignment.

Methods

- Meeting and discussion with Leadership to provide qualitative context and direction towards actionable unified vision.
- Establishing a Strategic Alignment Steering Committee.
 - Committee members representing key leaders from both UofL and UofL Health.
- Competitive market scan and benchmarking.
 - Looking regionally and nationally.
 - Goal to highlight opportunities to be contemporary and increase competitiveness with other Academic Health Centers.
- Interviews of over 45 individuals from both UofL Health and the University.
- Surveys of leadership to establish a baseline understanding of perceptions
 - Can be updated at routine intervals to monitor changes and effectiveness of strategy and unified vision.

Possible Opportunities

- Understanding that UofL and UofL Health are substantially interdependent.
- Opportunities for collaboration in strategic areas.
- Opportunities for enhance mission alignment around major service line areas with prioritization.
- Outmigration of patients from the system is low.
 - Opportunity to promote Service Lines of excellence for enhanced community service and organizational reputation.
- Develop strategic thinking around UofL Community Assets outside of downtown Louisville.
- Consider increased role of UofL Health's Academic Committee of the UofL Health Board around our major service lines.
- Increase strategic alignment around the clinical, educational, research and community engagement.

Reminder of Next Steps

- Complete third and final workshop (next week)
- Identify opportunities for deeper alignment and synergy across UofL and UofL Health.
 - Finalize a unified vision and purpose statement.
 - Recommend implementation strategy.
- Final report with recommendations from FTI and Steering Committee Delivered by February 2024 to:
 - UofL and UofL Health Leadership.
 - UofL Health Board.



UL ^{OF} Health

UL ^{OF} Health

University Board of Trustees

January 25, 2024

UofL Health Operations Update

- Volumes are at all-time highest levels (over 100 patients January 9th without beds holding in the ER and post OP)
- Nursing shortage getting slightly better but pay is very competitive across all areas of operations
- University of Louisville Physicians now over 1,100 providers
- Heart Hospital has seen a 35% growth over prior year
- Working with FTI Consulting for joint UofL and UofL Health strategic focus

UofL Health Operations Update

- Strategic Initiatives:
 - South Hospital opening March 4th
 - University Hospital modernization (2025), considering expansion
 - Women’s Center at Mary and Elizabeth Hospital started
 - Med/Psych Unit at Mary & Elizabeth Hospital (May 24)
 - Expansion of Peace Hospital 20 beds (next year)
 - Urgent Care Plus in Taylorsville
 - Expansion of Cardiac services to Frankfort Regional
 - Acquired an ambulatory surgery center in Indiana
- UofL Health is requesting \$25M from the state for the expansion of the Brown Cancer Center to Bullitt County and South and West Kentucky.

UofL Health Operations Update

- Financials:
 - Pending for first 6 months
 - Total personnel cost up \$100M over prior year
 - Drug costs up 15%, supplies up 12%
 - Invested \$60M in capital excluding construction projects
 - Did not increase charges to patients for 6th year
- Quality:
 - Achieved 11 of 14 Medicaid quality metrics for calendar year ending 2023
 - Health Grades report disappointing
 - Jewish Heart Hospital earned Becker's top 100
 - Jewish CMS 3 star for coronary arterial bypass surgery

Kentucky Medicaid Quality Metrics

Measure	Benchmarks from KY DMS	(July 1, 2022 – ULH & Norton June 30, 2023)
Breast Cancer Screening	52%	57%
Colorectal Cancer Screening	58%	59%
Tobacco Screening and Intervention	75%	95%
Depression Screening and Follow Up	65%	68%
Diabetes A1c Poor Control (>9.0%) <i>(lower is better)</i>	≤40%	27%
Controlling High Blood Pressure (HTN)	55%	66%
BMI Screening and Follow Up	75%	79%
Statin Therapy for Patients with Cardiovascular Disease	80%	73%
Childhood immunization Status (Combo 10)	70%	12%
Well Child Visits to Age 0 – 15 Months	75%	37%
Well Child Visits to Age 15 – 30 Months	NA	39%
Well Child Visits for Ages 3-6 Years	90%	90%
Use of Opioids at High Dosage <i>(lower is better)</i>	≤1.5%	3.3%
Medication Reconciliation Post-Discharge	70%	93%
30-day All-cause Readmission - final	11.45%	11.15%

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

U^{OF}L Health



Overview of November Year to Date Budget to Actual Status

January 25, 2024

Key Points on Financial Results

(Fiscal Year is 42% Complete)

- **Revenues**

- General Fund performing better than budget (overall)
- ULAA revenues greater than prior year but will be influenced by Spring activity
- Draw of UL Foundation funds not as aggressive as planned
- Internally designated funds influenced by reimbursement timing (normal)
- Overall revenue performance is trending positively and better than prior year

- **Expenses**

- Most categories performing at budgeted expectations
- Operating expenses influenced by timing of library subscriptions and operating expenses - we are monitoring closely

- **Margin**

- “Bottom line” is positive and very consistent with prior year

- **Liquidity (Cash)**

- Cash at November’s end was \$22 mill less than prior year due to timing of federal tax payments, construction invoices, and HSC related revenues
- Cash at December’s end recovered to levels above prior year
- Liquidity remains stable

Budget to Actual Report thru November

(Modified-Cash Basis)

Status Indicators	
Better than Expected	↑
As Expected	✓
Worse than Expected	!

Revenues	FY 2024				FY 2023		Year-over-Year
	Annual Budget	YTD November	% Realized	Status	YTD November	\$ Change	
<i>General Funds</i>							
Tuition and Fees	349,751,124	180,215,386	51.5%	↑	171,717,015	8,498,371	Tuition rate increases and largest freshmen cohort
State Appropriations	145,051,400	80,945,111	55.8%	✓	79,794,200	1,150,911	Slight increase in performance funding
Transfers In	30,586,292	11,110,295	36.3%	✓	8,285,729	2,824,566	Increase of \$1.8M in F&A transfers
Other Revenue	24,216,493	13,735,278	56.7%	↑	6,175,262	7,560,015	Improvement in investment income
Auxiliaries	19,830,610	12,288,024	62.0%	↑	9,653,432	2,634,592	Due to higher housing occupancy and rates
Hospital-Related	1,350,669	446,322	33.0%	!	303,871	142,451	
General Funds Total	570,786,588	298,740,416	52.3%	↑	275,929,511	22,810,905	
<i>Non-General Funds</i>							
UL Research Foundation	708,024,772	307,944,753	43.5%	✓	279,669,197	28,275,556	See "Description of Notable Revenue Changes" section
UL Athletic Association	166,100,000	78,935,988	47.5%	!	70,810,768	8,125,220	See "Description of Notable Revenue Changes" section
UL Foundation	77,630,926	19,258,498	24.8%	!	18,294,361	964,137	See "Description of Notable Revenue Changes" section
Internally Designated	88,264,325	30,073,792	34.1%	!	22,206,799	7,866,993	Includes asset preservation funding from state
Non-General Funds Total	1,040,020,023	436,213,031	41.9%	!	390,981,125	45,231,906	
Total Revenues	\$1,610,806,611	\$734,953,447	45.6%	✓	\$666,910,636	\$68,042,811	
<i>General funds received in prior years</i>	456,298						
<i>Non-general funds received in prior years</i>	36,246,292						
Total Funds Available	\$1,647,509,201						
<i>Expenses</i>							
Expenses	FY 2024				FY 2023		Change
	Annual Budget	YTD November	% of Budget	Status	YTD November	Change	
<i>All Funds</i>							
Salaries and Wages	606,306,934	243,309,998	40.1%	↑	232,920,648	10,389,350	See "Description of Notable Expense Changes" section
Fringe Benefits	173,135,891	64,935,431	37.5%	↑	59,631,631	5,303,800	See "Description of Notable Expense Changes" section
Operating	562,227,997	243,584,801	43.3%	!	214,899,362	28,685,439	See "Description of Notable Expense Changes" section
Financial Aid	168,227,366	90,329,082	53.7%	✓	78,073,369	12,255,713	See "Description of Notable Expense Changes" section
Capital Asset & Debt Service	33,476,992	20,114,725	60.1%	✓	16,682,580	3,432,145	
Asset Preservation	76,943,000	9,871,080	12.8%	✓	1,122,665	8,748,414	Increased spending as expected; revenues in "Internally Designated"
Utilities	27,191,021	7,705,811	28.3%	✓	7,404,213	301,598	Higher steam/chill costs
Total Expenses	\$1,647,509,201	\$679,850,928	41.3%	✓	\$610,734,468	\$69,116,460	
Revenue Over/(Under) Expenses	\$0	\$55,102,519			\$56,176,168	(\$1,073,649)	

Budget to Actual Report thru November

(Modified-Cash Basis)

Description of Notable Revenue Changes

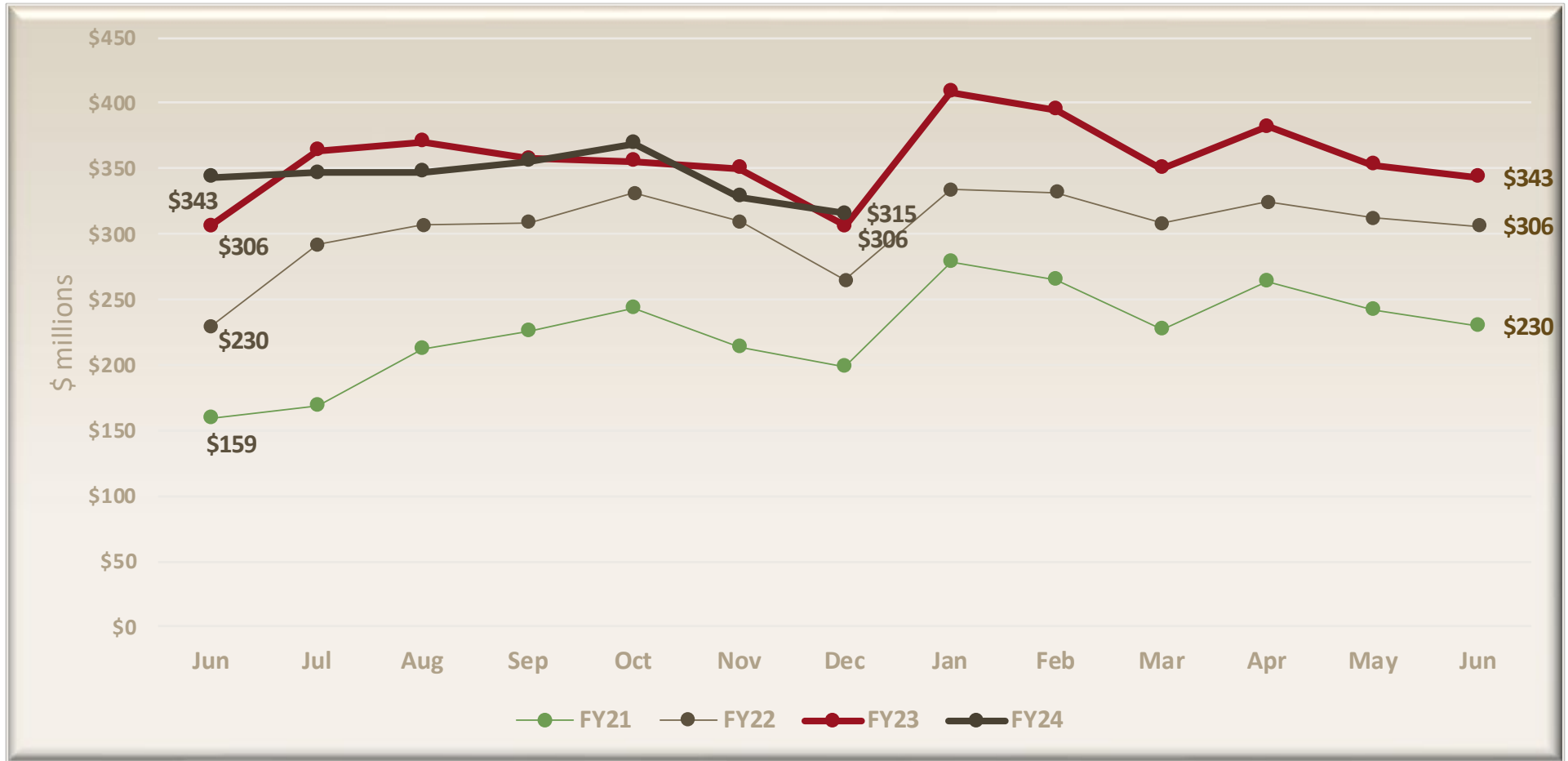
Revenues	Actuals (November)		Change	
	FY 2024	FY 2023		
Tuition and Fees	180,215,386	171,717,015	8,498,371	YoY increase due to improved retention, tuition rate increases and large freshmen enrollment
State Appropriations	80,945,111	79,794,200	1,150,911	Increased state performance funding
Auxiliaries	12,288,024	9,653,432	2,634,592	Housing rate increases and improved housing occupancy
UL Research Foundation	307,944,753	279,669,197	28,275,556	
<i>Pass-through financial aid</i>	31,038,880	29,427,317	1,611,563	
<i>Sponsored Research</i>	60,613,838	58,066,307	2,547,531	
<i>F&A Recovery</i>	14,508,442	13,637,261	871,181	
<i>Clinical-related activities</i>	179,797,437	169,151,865	10,645,572	
<i>All other</i>	21,986,157	9,386,448	12,599,709	~ \$7.5M in tobacco grant residuals
UL Athletic Association	78,935,988	70,810,768	8,125,220	Improved football and marketing revenues
UL Foundation	19,258,498	18,294,361	964,137	Increased utilization of gifts and endowments

Description of Notable Expense Changes

Expenses	Actuals (November)		Change	
	FY 2024	FY 2023		
Salaries and Wages	243,309,998	232,920,648	10,389,350	2.0% cost-of-living increase on 7/1/23; Phase 1 staff comp study; student min. wage increase
Fringe Benefits	64,935,431	59,631,631	5,303,800	Associated with increased compensation and rising employer health insurance costs
Financial Aid	90,329,082	78,073,369	12,255,713	Increased federal and state pass-through aid; higher Athletics' and institutional aid
Operating	243,584,801	214,899,362	28,685,439	
<i>Equipment</i>	4,782,861	4,265,619	517,242	
<i>Maintenance</i>	11,372,897	8,490,423	2,882,474	
<i>Operating</i>	21,117,184	17,949,822	3,167,363	
<i>Patents, Royalties, insurances</i>	10,653,948	9,447,919	1,206,029	
<i>Subscriptions</i>	17,769,716	11,712,720	6,056,995	Primarily timing of library subscription payments
<i>Travel</i>	7,077,001	6,493,563	583,437	Return to more typical level of activity

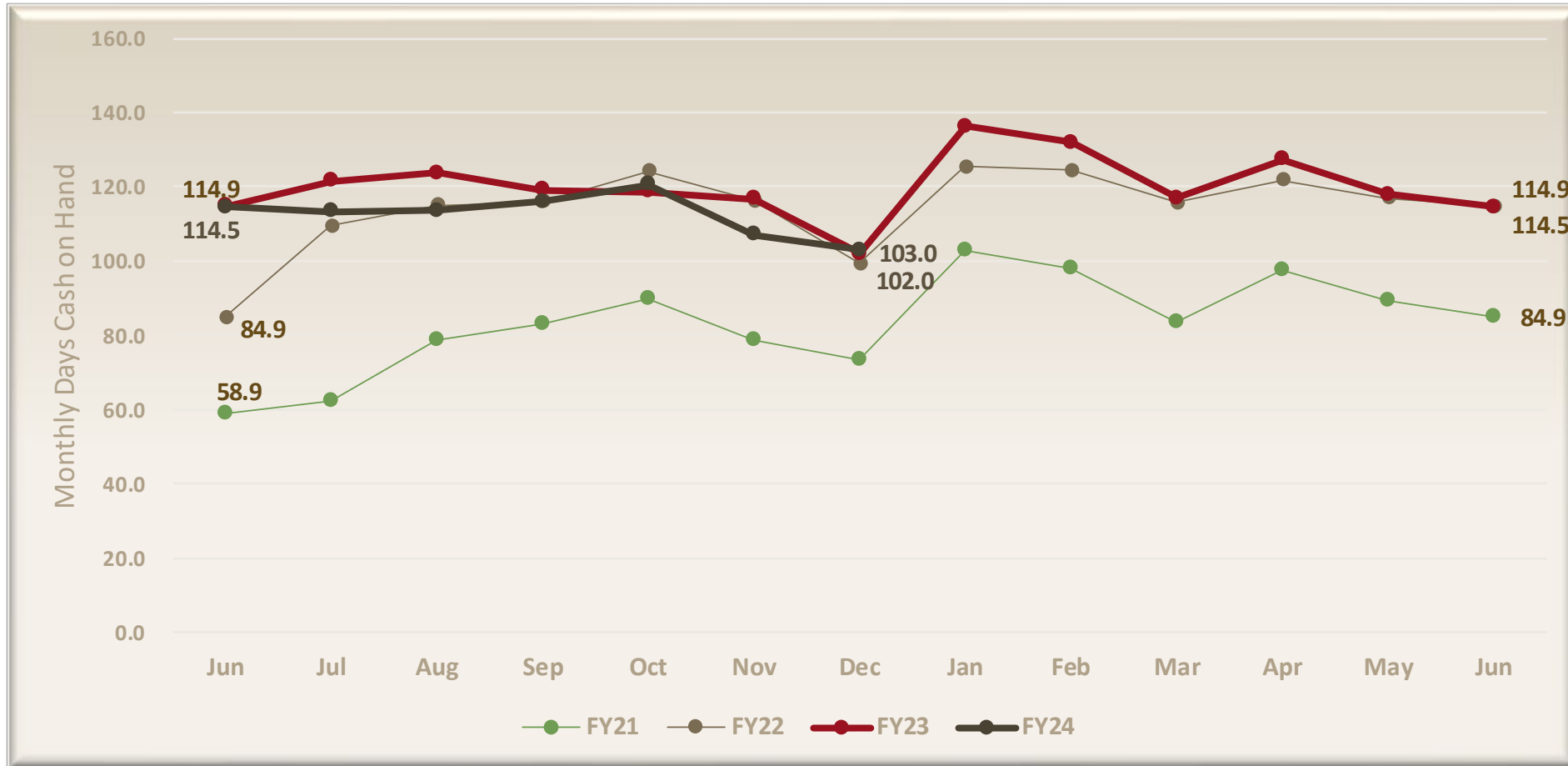
Liquid Cash – FY 2021 to FY 2024

Actual Dollar Amounts through December 2023, FY 2024 (in millions)



Liquid Cash – FY 2021 to FY 2024

Days Cash on Hand Amounts through December 2023, FY 2024



FY 2023 and FY 2024 days of cash has been recalculated to reflect the higher expense levels over prior years.

RESOLUTION OF THE BOARD OF TRUSTEES CONCERNING
AUTHORIZATION AND DELEGATION TO THE PRESIDENT REGARDING
A MATTER WITH THE DEPARTMENT OF EDUCATION

Board of Trustees – January 25, 2024

Resolved, pursuant to the Board of Trustees Resolution dated September 22, 2016, related to the resolution of litigation and Section II(g) of the Board of Trustees Resolution regarding financial transactions, the Board hereby authorizes and delegates authority to the President to take all necessary and appropriate steps in connection with the University's appeal of the Department of Education's Notification of Fine, including but not limited to full resolution thereof.

BOARD ACTION:

Passed X

Did Not Pass

Other

 D
Signature on file _____
Assistant Secretary