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### University of South Carolina BOARD OF TRUSTEES

Executive and Governance Committee

April 29, 2019

The Executive and Governance Committee of the University of South Carolina Board of Trustees met at 1:30 p.m. on Monday, April 29, 2019, in the Alumni Center's C. Edward Floyd Boardroom.

Members present were: Mr. John C. von Lehe Jr., Chairman; Mr. Hubert F. Mobley, Board Vice Chairman; Dr. C. Edward Floyd; Mr. Miles Loadholt; and Mr. Eugene P. Warr Jr.; with Mr. Toney J. Lister joining by telephone.

Other Trustees present were: Mr. C. Dan Adams; Mr. Chuck Allen; Mr. J. Egerton Burroughs; Mr. A. C. "Bubba" Fennell III; Mr. Richard A. Jones Jr.; Ms. Leah B. Moody; Ms. Rose Buyck Newton; Dr. C. Dorn Smith III; Mr. Thad H. Westbrook; Mr. Mack I Whittle Jr.; and Mr. Charles H. Williams; with Mr. Robert F. Dozier Jr. and Mr. William C. Hubbard joining by telephone.

Also present were USC Columbia Faculty Senate Chairman Marco Valtorta and USC Columbia Student Government President Luke Rankin.

Others present were: President Harris Pastides; Interim President-Elect and USC Upstate Chancellor Brendan Kelly; Secretary J. Cantey Heath Jr.; General Counsel Walter "Terry" H. Parham; Chief Operating Officer Edward L. Walton; Provost Joan Gabel; Vice President for Student Affairs Dennis A. Pruitt; Chief Advancement Officer and Senior Advisor to the President Paula Harper Bethea; Vice President for Human Resources Caroline Agardy; Athletics Director Ray Tanner; Vice President for Information Technology Doug Foster; Chief Communications Officer Wes Hickman; Interim Chief Communications Officer-Elect Sally McKay; Chief Audit Executive Pam Doran; Palmetto College Chancellor Susan Elkins; USC Aiken Provost Daren Timmons; University Treasurer Pat Lardner; Executive Director for the Office of Economic Engagement William D. "Bill" Kirkland; Executive Director for Strategic Initiatives Jack Claypoole; Office of Equal Opportunity Programs Director Clifford Scott; Associate Vice President of Facilities Planning, Design and Construction and University Architect Derek S. Gruner; Assistant to the President for System Affairs Eddie King; Vice Provost and Director of Global Carolina Allen Miller; Associate Provost for Academic Programs and Director of Distributed Learning Tena Crews; American Council on Education Fellow, President's Office, Lisa Di Bartolomeo; USC Columbia Faculty Senate Chairman-Elect Mark Cooper; former USC Columbia Student Government President Taylor Wright; University Technology Services Production Manager Matt Warthen; and Board staff members Debra Allen and Terri Saxon.

# I. <u>Call to Order</u>

Chairman von Lehe called the meeting to order and stated notice of the meeting had been posted and the press notified as required by the Freedom of Information Act; the agenda and supporting materials had been circulated; and a quorum was present to conduct business. Secretary Heath confirmed those Trustees who had joined the meeting by telephone.

Mr. Hickman introduced members of the news media in attendance: John Delbanco and John Whittle with The Big Spur; Andy Shane and David Cloninger with *The Post and Courier*; Josh Kendell with *The State*; and Maggie Marshall with Carolina News.

## Motion for Executive Session

Chairman von Lehe called for a motion to enter Executive Session for personnel matters related to employment agreements for an athletics administrator and a university administrator. Mr. Mobley so moved, and Mr. Loadholt seconded the motion. The vote was taken, and the motion passed.

Chairman von Lehe invited President Pastides, Secretary Heath, Mr. Walton, Mr. Tanner, Ms. Agardy, and Mr. Parham to remain.

#### **Executive Session**

#### Return to Open Session

### II. <u>Amendment of Policy BTRU 1.04 Authority to Sign Contracts</u>

Chairman von Lehe called on Mr. Parham who said an amendment was proposed for Board of Trustees Policy 1.04, which is the policy authorized by the Board of Trustees that establishes who has the authority to sign what types of University documents.

The first amendment is a "housekeeping" matter and updates references to the Executive Committee to Executive and Governance Committee. The second amendment is substantive and would increase from \$25,000 to \$100,000 the value of contracts University chancellors are authorized to sign. The \$25,000 amount has been in effect for more than 20 years, Mr. Parham said. Chairman von Lehe called for a motion to recommend full Board approval of the policy BTRU 1.04 as amended. Mr. Loadholt so moved. Dr. Floyd seconded the motion. The vote was taken, and the motion was approved.

# III. <u>Contracts</u>

Chairman von Lehe called on Mr. Parham for presentation of contracts.

### A. <u>Shorelight Education, LLC, International Accelerator Program Agreement</u>

Mr. Parham said the Board approved a seven-year agreement on February 20, 2015, authorizing Shorelight Education, LLC and Shorelight-Palmetto, LLC to recruit international students for undergraduate and graduate enrollment at the University.

A new seven-year agreement with Shorelight is proposed that will replace the existing agreement with better financial terms for the University. The term of the new agreement will begin August 16, 2019 and end August 15, 2026. Otherwise, the agreement is the same as previously approved by the Board.

He reminded Trustees that Shorelight is a private corporation specializing in partnering with universities to create pathway programs called International Accelerator Programs (IAP) to attract and retain international students. The IAP/Pathway program created by Shorelight for international students is analogous to USC's Gamecock Gateway Program.

Students recruited by Shorelight take a structured curriculum of English language proficiency, acculturation and academic degree courses. Students successfully completing the one-year pathway program – and that success is defined as meeting USC admissions requirements – will be admitted to USC.

Undergraduate students who successfully complete the one-year pathway program are admitted to USC but are not guaranteed admission to any particular undergraduate degree program. With respect to graduate students, each USC graduate program is given the option to allow Shorelight to recruit students for its degree program or not. If a graduate program decides to participate, that program will establish the admissions requirements that Shorelight students must meet in order to be accepted by USC. Shorelight also is authorized to recruit students for USC's English Program for Internationals (EPI).

Under the agreement, Shorelight is responsible for such matters as recruiting and marketing and the University maintains complete control of the academics. Any academic course taken by IAP students is taught by USC faculty who are paid \$6,000 by Shorelight per three-credit-hour undergraduate degree-credit course; \$5,000 per three-credit-hour undergraduate non-degree-credit course; \$10,000 per three-credit-hour graduate degree-credit course; A new

provision in the agreement provides that these teaching reimbursements will be adjusted each year based on the Higher Education Price Index (HEPI).

Additionally, Shorelight will pay the University's Global Carolina Office \$500 for each undergraduate course USC teaches, and \$250 for each graduate course USC teaches.

All other operational aspects of the agreement remain the same, Mr. Parham said, with IAP managed by a steering committee consisting of three Shorelight representatives and three USC representatives. USC has the tie-breaking vote on academic matters, while Shorelight has the tie-breaking vote on non-academic matters. The steering committee establishes the enrollment targets – including class size and composition/diversity – for the entering IAP class. The agreement thus ensures that USC maintains ultimate control of its enrollment.

IAP students and EPI students pay all USC tuition and student fees. There is no discounted cost for these students, and they are considered non-resident students and thus pay out-of-state tuition rates.

During each contract year of the agreement, USC will receive 100% of student fees paid by IAP and EPI students. For undergraduate and graduate students, once the student has successfully completed the pathway program and enrolled at USC, USC will keep 90% of the tuition paid by these students and pay Shorelight 10% of the tuition. Mr. Parham said under the existing agreement, the split is 83% to USC and 17% to Shorelight.

Shorelight currently brings about 100 undergraduate students and about 50 graduate students annually to the University. Based on that level of enrollment and based on the current non-resident tuition, the University will receive tuition revenue of about \$4 million in tuition annually once these students are admitted to the University following their year in the accelerator program. Based on the improved financial terms, there will be a \$300,000 to \$400,000 increase over the agreement's current financial terms. As for tuition for EPI students recruited by Shorelight, the University will continue to receive 80% of tuition paid by EPI students and all USC fees paid by EPI students.

All other provisions of the agreement remain unchanged, including a restrictive covenant that prevents Shorelight from establishing or participating in any program similar to IAP in South Carolina or any state contiguous to South Carolina during the term of this agreement and for a period of up to three years after termination or expiration of the agreement.

Chairman von Lehe called for a motion and second to recommend approval by the full Board of the agreement with Shorelight Education. Mr. Warr so moved. Dr. Floyd seconded the motion. Trustee Burroughs asked how funds received through the program were distributed. Vice Provost Allen Miller said the teaching reimbursements are paid directly to the colleges, while tuition and fee payments follow the University's budget model. Trustee Fennell asked about the GPA requirements and Dr. Miller said these students are treated as transfer students and must have a 2.5 GPA. He added that the average GPA of students admitted through this program is 3.29. He also indicated that about 92% of the students who complete the one-year acceleration program are admitted to the University, with 100% of the students admitted this past year. Very few of the students remain in the United States following graduation, Dr. Miller said.

Once discussion ended, the vote was taken, and the motion was approved.

### B. <u>EBSCO Information Services Agreement</u>

Mr. Parham said University Libraries sought approval to renew its agreement with EBSCO Information Services to acquire electronic journals and databases. The one-year term of the new agreement begins July 1, 2019. Under the agreement, EBSCO serves as a single point of contact between the library and various publishers from whom the library wants to acquire access to journals and databases.

EBSCO provides access to approximately 13,611 journal titles and 50 EBSCO host databases. Additionally, under the contract, EBSCO agrees to manage electronic publications acquired by the library. For example, if the library has a problem with access to a journal, EBSCO is responsible for serving as a troubleshooter to contact the publisher and fix the problem.

The library anticipates spending \$5,611,689 on journals and databases. Additionally, EBSCO charges a 2.4% service charge for its services or \$134,680, which is reduced to 1.8% or \$101,010 if the Library pays \$3,000,000 to publishers by July 31, which it intends to do for a savings of approximately \$33,670. The total estimated cost to the library under this contract will be \$5,712,699.

Chairman von Lehe called for a motion and second to recommend approval by the full Board of the agreement with EBSCO Information Services. Mr. Mobley so moved. Mr. Loadholt seconded the motion. The vote was taken, and the motion was approved.

# A. <u>ServiceNow, Inc. License Agreement</u>

Mr. Parham said the Division of Information Technology (DoIT) sought approval to renew its software license agreement with ServiceNow, Inc.

The ServiceNow software system is a single platform tool to support efficient work management. The system provides tracking, documentation and monitoring of customer support for DoIT and other university administrative departments. For example, the system supports the IT Customer Call Center, which annually processes over 86,000 incidents and requests. The system supports similar call center operations for the bursar, registrar, financial aid and scholarships, human resources and payroll.

The software includes a service help-desk ticketing solution for customer call triage, a customer knowledge base, a service catalog to request service, incident reporting and resolution, management and tracking of projects, resource management and time reporting. It also assists DoIT with tracking of assets on the network, improved reporting and analytics, streamlined billing and management of cloud provisioning of servers.

ServiceNow was originally selected to provide these services to DoIT in 2011 as a result of a competitive solicitation pursuant to the S.C. Procurement Code. Currently, DoIT uses ServiceNow under a five-year contract, valued at \$1,257,702.50, that expires July 17, 2019. The new five-year contract begins May 18, 2019 and ends May 17, 2024, for a total cost of \$1,679,092.80.

Chairman von Lehe called for a motion and second to recommend approval by the full Board of license agreement with ServiceNow. Mr. Loadholt so moved. Mr. Warr seconded the motion. The vote was taken, and the motion was approved.

## B. S.C. Vocational Rehabilitation Department Conference Agreement

Mr. Parham said the University's Conference Center sought approval of a conference agreement with the South Carolina Vocational Rehabilitation Department.

The Conference Center is a self-supporting unit that coordinates and makes available campus facilities – typically during the summer – to organizations that desire to hold meetings, retreats, camps and conferences. As part of USC Housing Services, he said, the Conference Center receives no state appropriations and must be a revenue generating enterprise to survive. It does so by entering into conference agreements such as the one with S.C. Vocational Rehabilitation.

Under the agreement, the center will provide and coordinate logistical support for three sessions of the Career Academy for Students with Disabilities being held June 22-25, July 6-9 and July 27-30. Mr. Parham noted the content offered conference participants will be provided by the University's Center for Children and Family Studies in the College of Social Work, pursuant to a separate grant it receives from S.C. Vocational Rehabilitation.

The Conference Center will provide and coordinate services for the workshops including housing for 50 conference participants; academic classrooms, meeting rooms and conference space; food service; technical support for curriculum classes; personnel and logistical support for the workshops; health services; and transportation. The Conference Center also will arrange for residential directors and counselors and professional staff – such as certified personal care assistants, nurses, and interpreters – for the workshops.

In exchange for providing these services, S.C. Vocational Rehabilitation will pay the Conference Center \$1,738,804.80, including a deposit of \$434,701.20 at the time the agreement is signed. The remainder will be paid in three installments at the conclusion of each summer workshop. S.C. Vocational Rehabilitation can fund this contract because it receives an annual grant from the U.S. Department of Education in addition to annual state appropriations.

Chairman von Lehe called for a motion and second to recommend approval by the full Board of the conference agreement between the S.C. Vocational Rehabilitation Department and the University's Conference Center. Mr. Warr so moved. Dr. Floyd seconded the motion. The vote was taken, and the motion was approved.

### C. <u>Elmwood Partners, LP Lease Agreement, USC Psychological Services</u>

Mr. Parham said approval was sought for a lease agreement with Elmwood Partners, LP for the USC Psychological Services Center (PSC), which for many years has been located at 2221 Devine Street. The state is selling that building and the current lease, which ends June 30, 2019, will not be renewed.

The new lease is the standard Governmental Real Estate Lease Agreement required by the state. Under the lease, PSC will make use of 6,402 square feet located at 1331 Elmwood Avenue in Columbia for an annual rental of \$99,231.00.

The three-year term begins July 1, 2019 and ends June 30, 2022. The University has the right to extend the lease for one additional year. Therefore, if the lease continues for all four years, the total rental cost to the Psychology Department will be \$396,924.

Under the lease, the landlord will be responsible for the cost of utilities, janitorial services, security, building and grounds maintenance, and repairs. At its expense, the landlord will make certain architectural modifications to the building as requested by USC, as well as paint and install new carpet throughout the space. The lease also includes parking on the surface lot surrounding the building and two covered, reserved spaces.

Chairman von Lehe called for a motion and second to approve the lease agreement with Elmwood Partners, LP for use by the University's Psychological Services Center. Mr. Loadholt so moved. Mr. Warr seconded the motion. The vote was taken, and the motion was approved.

#### D. BF Spartanburg, LLC Lease Agreement, USC Upstate

Mr. Parham said USC Upstate sought approval of a lease agreement with BF Spartanburg, LLC. The lease is the standard state required Governmental Real Estate Lease Agreement.

The lease is for 5,640 square feet of space at 187 N. Church Street in Spartanburg in a building known as the Montgomery Building adjacent to USC Upstate's George Dean Johnson, Jr. College of Business and Economics. It includes parking in the parking deck of the City of Spartanburg-owned garage adjacent to the building and access to a surface lot on a first-come-first served basis.

The five-year term begins June 1, 2019 and ends May 31, 2024. It can be extended for one additional year. For the first year, USC Upstate will pay rent in the annual sum of \$90,420. The rental amount will increase 2% each year thereafter. If the lease continues for the maximum six years, USC Upstate will pay total rent of \$570,380.

The space will be used for a variety of purposes. It will be used by the Art Department as an art gallery and storage space; by Special Events as rental space for weddings, conferences and meetings; by the campus food service vendor to cater rental events; and by the campus for swing/flex space when departments or units on campus are being displaced during renovation projects.

Chairman von Lehe called for a motion and second to approve USC Upstate's lease agreement with BF Spartanburg, LLC. Dr. Floyd so moved. Mr. Warr seconded the motion. The vote was taken, and the motion was approved.

### E. Aiken County Public Schools, MOU, USC College of Education

Mr. Parham said the College of Education's Department of Instruction and Teacher Education sought approval of a Memorandum of Understanding (MOU) with Aiken County Public Schools under which the college will offer the 10-course, 30-credit-hour Master's in Education in Teaching degree, with a specialization in mathematics, to qualified teachers in Aiken County Public Schools.

The degree is offered by the USC Columbia College of Education because USC Aiken does not offer the Master's in Education in Teaching degree with a specialization in mathematics, he said.

Teachers interested in participating in the program must hold a valid South Carolina teacher certification and must apply to the USC Graduate School and be admitted based on the same admissions criteria as other applicants. They are also subject to all USC and Graduate School rules and regulations.

The courses in this two-year program will be offered through a blended learning program that will involve online instruction of core courses and face-to-face instruction of mathematics specialization

courses. Face-to-face instruction will occur in Aiken and will be conducted by full-time College of Education faculty.

In exchange for making this degree program available, Aiken County Public Schools agrees to pay a flat fee of \$345,191 for a cohort of up to 34 participants in the program. Additionally, all students will separately pay the initial application fee, matriculation fees, change of status fees, late registration fees, and if applicable, out-of-state resident tuition differential fees.

Chairman von Lehe called for a motion and second to approve the MOU between Aiken County Public Schools and the College of Education. Dr. Floyd so moved. Mr. Warr seconded the motion. The vote was taken, and the motion was approved.

- F. <u>Civil and Surveying Indefinite Delivery Contracts</u>
  - 1. <u>4D Engineering, LLC</u>
  - 2. <u>American Engineering Consultants, Inc.</u>
  - 3. <u>Chao and Associates, Inc.</u>
  - 4. <u>Cox and Dinkins, Inc.</u>
  - 5. <u>WK Dickson & Co., Inc.</u>

Mr. Parham said approval was sought for five indefinite delivery contracts (IDCs) for civil and surveying services. The provisions are identical in each of the five contracts and are established by the state. During the two-year term of the contracts, the maximum amount of work that can be performed by any one company cannot exceed \$500,000 and the maximum amount of work that any one company can perform for any one project cannot exceed \$200,000.

Mr. Parham said at Mr. Burroughs request, a list of all IDCs approved by the Board of Trustees during the past five years was being compiled and would be posted in the Resource Center on the Board Portal. The list would show each company and the amount of money it received.

Chairman von Lehe called for a motion and second to approve the five civil and surveying IDCs. Mr. Warr so moved. Mr. Mobley seconded the motion. The vote was taken, and the motion was approved.

G. <u>Gift Agreements</u>

Mr. Parham said four of the gift naming agreements presented earlier in the day at the Buildings and Grounds Committee meeting involve gifts of more than \$250,000 and require approval by the Executive and Governance Committee. He said he would present the requests in two groups.

- 1. <u>KW Beverage</u>
- 2. <u>Synovus</u>
- 3. John C. Mitchell

Mr. Parham said approval was sought for three agreements valued at between \$250,000 and \$750,000: (1) \$250,000 to the Athletics Department to name the KW Associates LLC Nutrition Center; (2) an amendment to the 2007 and 2014 gift agreements renaming the NBSC Conference Room at the Darla Moore School of Business the Synovus Conference Room; and (3) \$500,000 to the Athletics Department to name the Mitchell Family Trophy Room.

Chairman von Lehe called for a motion and second to accept the gift agreements with KW Beverage, Synovus, and John C. Mitchell. Mr. Loadholt so moved. Dr. Floyd seconded the motion. The vote was taken, and the motion was approved.

# 4. <u>Gary Watson</u>

Mr. Parham said University Libraries sought approval to accept a gift of the Gary Watson Comic Books Collection, independently appraised at a value of \$2,531,255.

The gift contains over 180,000 items including comic books from as early as 1897, comic magazines, media magazines relating to comics, reference books, collected reprints and audio-visual materials. With the acquisition of the Gary Watson Comic Book Collection, he said USC Libraries will have one of the top five print library comic book collections nationally.

Comic books and graphic novels are now the subject of serious academic attention. This collection will be used by faculty in the departments of English, History, and Visual Arts and Design, and the Library's Department of Rare Books and Special Collections, among others, for teaching and research purposes.

Chairman von Lehe called for a motion and second to recommend acceptance by the full Board of Gary Watson Comic Books Collection. Dr. Floyd so moved. Mr. Warr seconded the motion. The vote was taken, and the motion was approved.

- H. <u>Athletics Employment Agreements</u>
  - 1. <u>Athletics Director Ray Tanner</u>

Mr. Parham said President Pastides sought approval of a two-year extension ending June 30, 2024 of the employment agreement with Athletics Director Ray Tanner. Chairman von Lehe called for a motion and second to recommend approval by the full Board of a two-year extension of Mr. Tanner's employment agreement. Dr. Floyd so moved. Mr. Warr seconded the motion. The vote was taken, and the motion was approved.

## 2. <u>Associate Head Women's Basketball Coach Lisa Boyer</u>

Mr. Parham said Mr. Tanner sought approval of a one-year extension through March 31, 2020 of the employment agreement with Associate Head Women's Basketball Coach Lisa Boyer.

Chairman von Lehe called for a motion and second to approve a one-year extension of Coach Boyer's employment agreement. Mr. Warr so moved. Mr. Mobley seconded the motion. The vote was taken, and the motion was approved.

## 3. Assistant Men's Basketball Coach Jose "Chuck" Martin

Mr. Parham said Mr. Tanner sought approval of a one-year extension through March 31, 2020 of the employment agreement with Assistant Men's Basketball Coach Chuck Martin.

Chairman von Lehe called for a motion and second to approve a one-year extension of Coach Chuck Martin's employment agreement. Mr. Loadholt so moved. Dr. Floyd seconded the motion. The vote was taken, and the motion was approved.

4. <u>Assistant Men's Basketball Coach Perry Clark</u>

Mr. Parham said Mr. Tanner sought approval of a one-year extension through March 31, 2020 of the employment agreement with Assistant Men's Basketball Coach Perry Clark.

Chairman von Lehe called for a motion and second to approve a one-year extension of Coach Clark's employment Agreement. Mr. Mobley so moved. Mr. Loadholt seconded the motion. The vote was taken, and the motion was approved.

5. <u>Assistant Football Coach Bobby Bentley</u>

Mr. Parham said Mr. Tanner sought approval of a one-year extension through May 31, 2020 of the employment agreement with Assistant Football Coach Bobby Bentley.

Chairman von Lehe called for a motion and second to approve a one-year extension of Coach Bentley's employment agreement. Mr. Loadholt so moved. Dr. Floyd seconded the motion. The vote was taken, and the motion was approved.

# 6. <u>Assistant Football Coach Coleman Hutzler</u>

Mr. Parham said Mr. Tanner sought approval of a one-year extension through May 31, 2020 of the employment agreement with Assistant Football Coach Coleman Hutzler. Chairman von Lehe called for a motion and second to approve a one-year extension of Coach Hutzler's employment agreement. Mr. Warr so moved. Mr. Mobley seconded the motion. The vote was taken, and the motion was approved.

## 7. <u>Assistant Football Coach Porter Michael Peterson</u>

Mr. Parham said Mr. Tanner sought approval of a one-year extension through May 31, 2020 of the employment agreement with Assistant Football Coach Michael Peterson.

Chairman von Lehe called for a motion and second to approve a one-year extension of Coach Peterson's employment agreement. Mr. Loadholt so moved. Dr. Floyd seconded the motion. The vote was taken, and the motion was approved.

# 8. <u>Director of Football Strength & Conditioning Jeffery Dillman</u>

Mr. Parham said Mr. Tanner sought approval of a one-year extension through May 31, 2020 of the employment agreement with Director of Football Strength and Conditioning Jeffrey Dillman.

Chairman von Lehe called for a motion and second to approve a one-year extension of Mr. Dillman's employment agreement. Mr. Warr so moved. Mr. Mobley seconded the motion. The vote was taken, and the motion was approved.

## 9. <u>Head Track and Field Coach Curtis Frye</u>

Mr. Parham said Mr. Tanner sought approval of a 13-month extension through June 30, 2020 of the employment agreement with Head Track and Field Coach Curtis Frye.

Chairman von Lehe called for a motion and second to approve a 13-month extension of Coach Frye's employment agreement. Mr. Mobley so moved. Mr. Loadholt seconded the motion. The vote was taken, and the motion was approved.

# IV. Brendan Kelly Employment Agreement

Chairman von Lehe called on Mr. Parham to present a proposed employment agreement for USC Upstate Chancellor Brendan Kelly to serve as interim president. Mr. Parham presented a motion that Dr. Kelly be appointed interim president of the University of South Carolina effective August 1, 2019, with the following terms:

• He will serve at the pleasure of the Board and will return to his position as Chancellor at USC Upstate at the conclusion of his service as interim president.

- He will receive annual compensation of \$450,000.
- He will be provided temporary housing in Columbia, the use of an automobile, and membership in a dining club and country club selected by the University for his use in connection with university-related activities.

Chairman von Lehe called for a motion and second to recommend approval by the full Board of

Dr. Kelly's appointment as interim president under the terms described by Mr. Parham. Mr. Mobley so

moved. Mr. Warr seconded the motion. The vote was taken, and the motion was approved.

V. <u>Adjournment</u>

With no other matters to come before the committee, Chairman von Lehe declared the

meeting adjourned at 2:53 p.m.

Respectfully submitted,

J. Cantey Heath, Jr. Secretary