



THE UNIVERSITY OF TENNESSEE BOARD OF TRUSTEES

2021 ANNUAL MEETING OF THE BOARD OF TRUSTEES	
June 25, 2021	Refectory, Mooney Building, UTHSC
10:00 am – 11:30 am (CDT)	Memphis, Tennessee

AGENDA (Morning Session)

- I. Call to Order and Invocation
- II. Roll Call
- III. Opening Remarks by the Chair
- IV. [Trustee Appointment to Standing Committee](#) — Action Tab 1
- V. Committee Reports:
 - A. Report of the Audit and Compliance Committee
 - B. Report of the Education, Research and Service Committee
- VI. [Revisions to Board Policy \(BT0006\) - Policies Governing Academic Freedom, Responsibility, and Tenure](#) — Action Tab 2
- VII. President's Address
- VIII. Proposed Acquisition of Martin Methodist College
 - A. [Panel Presentation and Transaction Overview](#) Tab 3.1
 - B. Action Items:
 - 1. [Asset Transfer and Transition Agreement](#) Tab 3.2
 - 2. [Appointment and Compensation of Chancellor](#) Tab 3.3
 - 3. [Approval of Academic Programs](#) Tab 3.4
 - 4. [Proposed Commercial Loan - First Horizon Bank](#) Tab 3.5
 - 5. [Banking Authorization – First National Bank, Pulaski, TN](#) Tab 3.6

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THE UNIVERSITY OF TENNESSEE BOARD OF TRUSTEES

AGENDA ITEM SUMMARY

Meeting Date: June 25, 2021

Item: **Appointment to Standing Committee**

Type: Action

Background Information

Pursuant to Section 4.13(c) of the Bylaws, when pending appointments have been made, the Chair is authorized to make interim committee appointments, which shall be subject to confirmation by the Board at its next meeting. Board Chair Compton proposes the appointment of Chris Patterson to serve on the Finance and Administration Committee.

Board Action

The Chair will ask a member of the Board to make a motion to approve the following Resolution.

Resolved: The Board of Trustees hereby approves the appointment of Trustee Chris Patterson to serve as a member of the Finance and Administration Committee, which term will begin effectively immediately and will continue until June 30, 2022 (the expiration date of the current 2-year term period applicable to all standing committees).



THE UNIVERSITY OF TENNESSEE BOARD OF TRUSTEES

AGENDA ITEM SUMMARY

Meeting Date: June 25, 2021

Item: Approval of Revisions to Board Policy BT0006 - Policies Governing Academic Freedom, Responsibility, and Tenure

Type: Action

Presenter: Linda C. Martin
Vice President for Academic Affairs and Student Success

Background Information

Article III, Section B, sets forth specific grants of authority pertaining to the award of tenure (University Officers, Initial Appointment, and Early Consideration). The policy does not contemplate the transition of tenure in connection with an acquisition of or merger with another institution. A new paragraph (d) is proposed to address this particular consideration. As each transaction may be unique, the proposed language allows for flexibility regarding how tenure will be considered, based on the terms approved by the Board in connection with any such transaction.

A copy of the proposed revision to the policy is attached.

Board Action

The Board Chair will ask a member of the Board to make a motion to approve the following Resolution:

Resolved:

The Board of Trustees hereby adopts the proposed revisions to Board Policy "BT0006 - Policies Governing Academic Freedom, Responsibility, and Tenure," as set forth in the materials presented, which shall be attached to this Resolution after adoption.

Proposed revision to Article III, Section B of Board Policy BT0006

B. Authority to Grant Tenure

Tenure is acquired only by positive action of either the President or the Board of Trustees, based on the circumstances under which tenure is sought, and is granted in a particular academic unit (department, school, or college) of a campus.

1. The Board of Trustees makes the decision whether to grant tenure, based upon the recommendation of the President, to
 - a. all University Officers as defined in bylaws adopted by the Board of Trustees;
 - b. any faculty member who is to be granted tenure upon initial appointment without serving a probationary period at a University campus; **and**
 - c. any faculty member to be tenured after serving less than a six-year probationary period, but not including a faculty member who has been employed by the University in a tenure-track position for six years and whose probationary period has been suspended for one or more year(s) in connection with a leave of absence or modified duties assignment under Section III.E.3. below-; **and**
 - d. any faculty member who is to be granted tenure in connection with the combination, merger, or consolidation of the University with, or the acquisition by the University of substantially all of the assets of, another institution of higher education, in which case tenure will be awarded in the manner specified by the Board in connection with its approval of the transaction, any other provision of this Policy to the contrary notwithstanding.



THE UNIVERSITY OF
TENNESSEE
SYSTEM

3.1

ACQUISITION OF MARTIN METHODIST COLLEGE





“We want the University of Tennessee to be known for its Inclusivity, not Exclusivity.”

PRESIDENT’S MESSAGE

The University of Tennessee System has the responsibility to lead the state’s efforts to provide affordable access to higher education. You’ve heard me say many times, “We want the University of Tennessee to be known for its Inclusivity, not Exclusivity.” In fact, the land grant mission calls us to serve all people of this great state.

Since we last discussed the acquisition of Martin Methodist College (MMC) with the Board, the UT System Administration has continued to perform due diligence and plan for the possible integration of MMC into the UT family. Dozens of UT employees – from across the System – have been involved in the preparations to ensure a smooth transition for the students, faculty and staff and help us create opportunities for southern middle Tennesseans.

State Support

Since our last discussion, the financial picture for MMC as UT Southern has become much brighter! We no longer expect an operating deficit in the first year—thanks to one-time transition funding and ongoing State support. Over the past few months, our team has worked diligently with the Tennessee Higher Education Commission (THEC), Governor Lee and the state legislature. THEC staff have recommended funding UT Southern as a specialized unit for the next four years before applying the funding formula. Most important, in May, the state legislature passed the governor’s budget that includes \$5.1 million recurring for ongoing support and \$1 million nonrecurring towards acquisition costs. This funding will allow us to reduce tuition by 61%, from \$26,000 to \$10,200—that is a game changer

for the people of southern middle Tennessee making high quality education more affordable.

The Why

This is a historic opportunity to bring another campus into the UT family for the first time in 50 years since the University of Chattanooga joined us, then a small Methodist College with about 1,000 students.

The southern middle Tennessee region is a higher education desert, with Martin Methodist College as the singular four-year provider. Every year, thousands of students in the region go to school in neighboring Alabama - 1,200 to just two schools alone. Once in Alabama, many students never return, contributing to a “brain drain” that impedes the region’s economic development. And, with the healthcare, business and education industries projected to grow—areas where Martin Methodist fills a direct need with its customized academic programs—we must retain our best and brightest Tennesseans, provide affordable higher education opportunities and prepare students today for our workforce needs of tomorrow.

The Vision

If approved, UT Southern will be more than just the newest addition to the University of Tennessee System. It will represent opportunity, revival, long-term economic success and forward momentum in the southern middle Tennessee region. Since the Morrill Act enactment in 1862, the University of Tennessee has fully embraced its land grant mission to serve all the people of this state. UT Southern will open countless doors of opportunity for students. Education will change them, the region and the state.

*President's Message***3.1**

Future UT Southern graduates are vital to the economic success of the 13 counties in Southern Middle Tennessee and the state. When students leave an area for education, they rarely return. Retaining our best and brightest Tennesseans by providing affordable higher education opportunities in our rural communities helps to develop the state's economic engine. UT prepares the workforce of tomorrow. UT Southern will provide additional opportunities through access to more undergraduate and graduate programs, as well as more affordable tuition. It will address unmet labor needs in the region, producing more education, nursing and business graduates... and these graduates will be crucial to the long-term economic success of southern middle Tennessee.

This document provides an overview of the key steps and approval processes with links to relevant details posted on our websites; the benefits of the acquisition for the institutions, current and future students, the State and the region; a profile of Martin Methodist College (MMC) at the time of acquisition (June 2021); a financial overview; and some next steps.

Although much work has been done to prepare for the potential acquisition of Martin Methodist College, much work will remain to fully assimilate the college into the UT System as it transitions to UT Southern. We look forward to updating the Board on the first year's operations of this new UT campus at the June 2022 meeting.

I am grateful for the counsel of this Board and look forward to our discussions at the upcoming meeting as we seek approval of the acquisition agreement.

Best,

A stylized, handwritten signature in black ink, appearing to read 'Randy Boyd'.

Randy Boyd

President

The University of Tennessee System

KEY STEPS & APPROVALS

Acquisition Process Through June 15, 2021

3.1

Martin Methodist College and The University of Tennessee System

Date	Step/Approval	Description
September 2020	Letter of Intent	MMC and UT officials signed a nonbinding letter of intent on September 11, 2020. Letter of Intent (tennessee.edu)
September 2020	Stakeholder engagement	MMC and UT presidents begin a series of events--town halls, meetings, discussions, videos, surveys, focus groups--to discuss the potential acquisition, answer questions, listen to concerns, and seek input and ideas. Transparency website (tennessee.edu).
Fall 2020	Due diligence process	UT partnered with Huron Consulting to conduct strategic, market, financial and operational due diligence. Report issued December 1, 2020. University of Tennessee System - Martin Methodist College Due Diligence Report
September - October 2020	Facilities condition assessment	Bureau Veritas, retained by UT, performed the assessment and issued their findings in October.
December 2020	UT Board of Trustees action	The UT Board authorized UT leaders to continue negotiations and seek necessary approvals in special meeting on December 9, 2020. UT Board of Trustees Approve Next Steps in Martin Methodist College Acquisition - UT System News (tennessee.edu)
December 2020	MMC Board of Trustees action	The MMC Board approved the potential acquisition of Martin Methodist by the UT System in a meeting on December 9, 2020.
December 2020	Trustees of the Tennessee Conference of the United Methodist Church	The trustees approved the release of the assets of MMC in a specially called meeting on December 9, 2020, contingent upon the approval of the full Annual Conference expected in June 2021.
December 2020	Multiple statements of support issued	Government officials and other leaders from the southern middle Tennessee region and beyond express support for the acquisition. Quotes of Support (tennessee.edu)
January 2021	UT Board of Trustees Executive Committee meeting	The Committee was updated on UT officials' analysis of key issues raised in the December Board meeting. Report issued January 15, 2021. Update on Potential Acquisition of Martin Methodist College (tennessee.edu)
February 2021	Governor's budget proposal released	Governor Bill Lee's proposed budget revealed in his February 8, 2021 State of the State address included a request for \$5.1M recurring/\$1M nonrecurring for the acquisition and start-up costs. State of Tennessee Fiscal Year 2021-2022 Budget Document, Volume 1 (tn.gov)
February 2021	Integration planning and negotiation of asset transfer agreement begins	Teams of UT and MMC officials begin planning for the potential integration after notice of Governor's funding request, including drafting the asset transfer agreement.

*Key Steps & Approvals***3.1**

February 2021	Survey to MMC stakeholders	UT Marketing and Communications staff conducted surveys with various MMC stakeholders to obtain input on team name, mascot, and school colors.
March 2021	Formal resolutions in favor of the acquisition issued.	Officials throughout the southern middle Tennessee region—city/county mayors, chambers of commerce leaders and economic development officials—took the extraordinary step of passing formal resolutions in favor of the acquisition. Transparency website (tennessee.edu).
March 2021	MMC submits Substantive Change Prospectus to regional accreditor, SACSCOC	The prospectus concerned the potential transfer of ownership of MMC to UT, as required by the Southern Association of Colleges and Schools Commission on Colleges to maintain accreditation.
April 2021	TN General Assembly passes FY21-21 budget	The budget, approved on April 29, 2021, included the Governor's requested recurring and nonrecurring funding for the acquisition.
May 2021	Office of Attorney General "No Action" Letter	The Public Interest Division of the Attorney General's office, which oversees nonprofits, reviewed the proposed asset transfer agreement and declined to take action (thereby consenting).
June 2021	Conference of the United Methodist Church approval	On June 10, the Tennessee Annual Conference of the United Methodist Church approved a resolution allowing Martin Methodist College to join the UT System.
June 2021	TSSBA approval	Approval for UT to obtain a commercial loan to settle MMC debt to the USDA at a June 15 TN State School Bond Authority meeting.

Remaining Steps/Approvals*As of June 16, 2021*

Date	Step/Approval	Description
June 2021	SACSCOC Board	Approval of the MMC prospectus regarding a change in ownership by end of June 15-17 Board meeting.
June 2021	UT Board of Trustees	Approval of asset transfer agreement and related items at June 25, 2021, meeting.
June 2021	MMC Board of Trustees	Approval of asset transfer agreement and related items at June 25, 2021, meeting.
June 2021	State Building Commission	Approval of the MMC property acquisition at the June 28 SBC Executive Committee meeting.
June 2021	Asset transfer agreement	Executed by UT and MMC officials.
July 2021	Acquisition	July 1, 2021 effective date

SUMMARY OF BENEFITS

3.1

Acquisition Benefits

The idea of the University of Tennessee System (UT) acquiring Martin Methodist College (MMC) originated from discussions between UT President Randy Boyd and MMC President Mark La Branche during Spring 2020 about each institution's challenges and opportunities for collaboration between the two institutions. Soon the advantages of an acquisition—not just a collaboration—became evident, and benefits continued to emerge throughout the acquisition process.

MMC

- Sustain the mission for the long-term
- Access resources to improve operations
- Attract more students with the UT brand and lower tuition
- Increase academic offerings and support services
- Provide faculty and staff more cost-efficient benefits

UT

- Enhance its role as a land-grant institution by providing access to a high quality, affordable educational experience in southern middle Tennessee—where currently no public four-year institution exists from Memphis to Chattanooga
- Assist the State in meeting its workforce needs
- Expand UT's educational footprint and grow enrollment
- Add a unique, small campus to the UT portfolio

Students

- Pay tuition at a rate 61 percent less as a public institution than as a private,
- Participate in state scholarship programs and the UT Promise (a program providing free tuition and mandatory fees to eligible students)



- Enable those whose circumstances prohibit moving to another part of the state to stay in the region for a high-quality, affordable education
- Access UT online and other UT campus programs more easily

Tennessee and the Southern Middle Region

- Prevent the “brain drain” of Tennessee residents who cross the border to attend college in Alabama (estimated to be more than 1,200) and often remain for jobs
- Meet the labor need in the area by providing programs related to the area's top growing industries —healthcare, education, business, finance, and technical.
- Increase the college-going rate—currently around 60 percent—by providing access to a quality, affordable education
- Boost the college degree attainment rate from the current 20 percent range to closer to the State's “Drive to 55” goal

UT Southern would be a unique addition to the UT System and the State's higher education landscape—a small school environment that provides a high-quality educational experience at an affordable price with personal attention to its students.

MARTIN METHODIST COLLEGE PROFILE

3.1

Martin Methodist College

Data Compiled June 2021

INSTITUTIONAL OVERVIEW

Institution Type: Private, not-for-profit, 4-year college affiliated with the Methodist Church

Founded: 1870

Location: Pulaski, TN (70 miles south of Nashville)

Description: A small college atmosphere where all staff provide a supportive learning environment and where professors know students' names.

College-Wide Accreditors:

Southern Association of Colleges and Schools
Commission on Colleges and the University Senate of the United Methodist Church

Program Accreditors:

Commission on Collegiate Nursing Education (nursing) and State of Tennessee Department of Education (teacher education programs)

Endowment (as of June 30, 2020): \$14.5 million

Operating Revenue (estimated FY21): \$22,235,676

STUDENTS

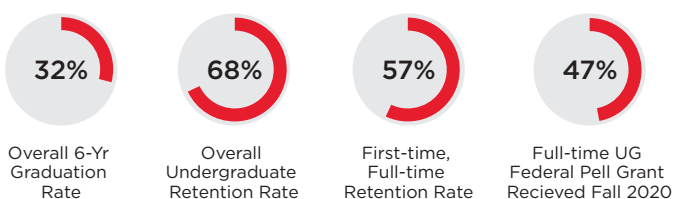
Undergraduate Tuition Rates

All Students, 2020-2021,
30 credit hours per year:
\$25,850

Graduate Tuition Rates

All Students, 2021-2022:
\$14,850

Additional Student Data



13 to 1
Student-Faculty Ratio

EMPLOYEES*

*Budgeted full-time equivalent positions.

59 + **19** + **41** + **33** = **152**
Faculty Administrative Staff Professional Staff Clerical/ Technical Staff TOTAL

Teaching Faculty

Percent full-time faculty with tenure/on tenure track: 75%
Percent full-time faculty with terminal degrees: 84%

ENROLLMENT

812 Total

Fall 2020

Race/Ethnicity:	MEN	WOMEN	TOTAL
Non-Resident Alien	17	11	28
Hispanic/Latio	24	18	42
American Indian/ Alaska Native	2	2	4
Asian	3	0	3
Black/African American	34	44	78
Native Hawaiian/ Pacific Islander	0	2	2
White	235	355	590
Multi-Racial	10	18	28
Unknown	13	24	37

Gender

474
Women

338
Men

Full Time vs. Part Time

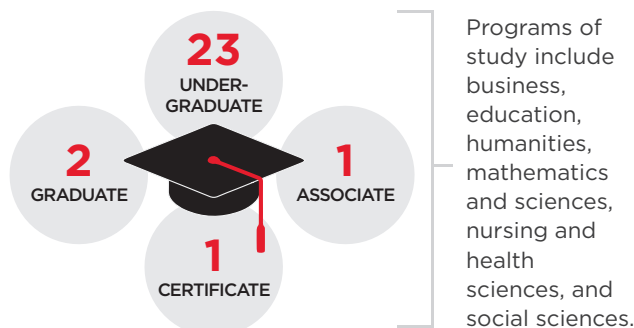
698
Full-Time

114
Part-Time

ACADEMICS

Degrees Awarded: Masters, Baccalaureate, Associate, UG Certificate

Academic Programs:



Additional Opportunities: study abroad, distance learning, dual enrollment, clinical experience

Student Services: academic counseling, career counseling/placement services, student employment opportunities

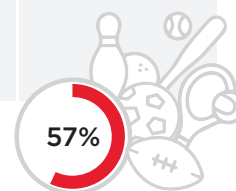
ATHLETICS

Association: National Association of Intercollegiate Athletics (NAIA)

Conference: Division 1 of the Southern States Athletics Conference (SSAC)

8 MEN'S SPORTS	9 WOMEN'S SPORTS	3 CO-ED SPORTS
Baseball Basketball Bowling Cross-Country Golf Soccer Swimming Tennis	Basketball Bowling Cross-Country Golf Soccer Softball Swimming Tennis Volleyball	Clay Target Competitive Cheer Gameday Cheer

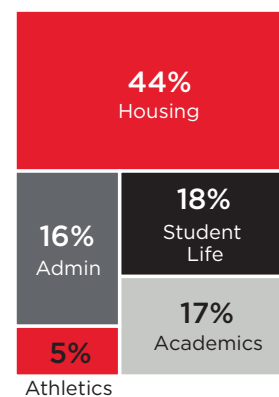
UG student body that received athletically related aid in 2020-21:



CAMPUS & FACILITIES



Space Use by Building Type:



1. Commuter Parking Lot
2. Residential Parking
3. Clinic
4. Curry Christian Life Center
5. Student Apartments
6. Center for Church Leadership

7. Criswell Hall
8. Student Union Building
9. Student Life House
10. Upperman Hall
11. Colonial Hall
12. Academic Affairs

13. Barton Entrance Gates
14. Oakwood Apartments
15. Warden Memorial Library
16. Johnston Center
17. Gault Fine Arts Center
18. Andrews Science Building

19. Martin Hall
20. "The Martin" Auditorium
21. Grissom Gazebo
22. Reveille House
23. President's House

24. Maintenance House
25. RedHawk Book Nook
26. MMC Makers Lab
27. The Justice Center

Campus Size: 69 acres

Two Areas: the main campus of 24 acres near downtown and the East Campus athletics complex of 45 acres about two miles east

Number of Buildings: 24 primary buildings

Number of Beds in Residential Facilities: 400

Building Square Footage: 302,000 (main campus 289,000 and East Campus 13,000)

Classroom Square Footage: 13,526

Average Building Age: 68 years (average year built 1952)

Age Range of Buildings: 1868—Reveille House to 2004—Coaches Office

Historical Buildings: 15 greater than 50 years old (TN Historical Commission review/approval required for projects). One (Reveille House) on the National Register of Historic Places.

FINANCIAL OUTLOOK

3.1

The most compelling aspect of Martin Methodist's transition to becoming UT Southern will be a dramatic reduction in tuition and fees. The addition of state funding will enable UT Southern to charge 61% less than it does as Martin Methodist College. Full-time undergraduate students are currently assessed \$26,000 for tuition and mandatory fees; this will drop to \$10,200 in 2021-22. The value proposition for current students will be significantly improved and the educational opportunities for prospective students in southern Tennessee will be greatly expanded.

The State of Tennessee FY 2021-22 budget appropriates \$6.23 million to UT Southern. This includes base funding of \$5.1 million, a faculty and staff salary pool of \$130,000, and \$1 million of non-recurring transition funds. If the Tennessee Higher Education Commission approves, UT Southern will receive \$5.23 million in recurring funds for the next four years (plus any state-funded salary pools and employee benefits adjustments) as a "specialized unit." After that point, future appropriations to UT Southern will depend on its performance as measured by the THEC outcomes-based funding formula.

Allocation of FY 2021-22 State Appropriations

	Recurring	Non-Recurring	Total
Reduce net cost of attendance	\$ 2,690,834		\$ 2,690,834
Enhance programs & services	839,202	500,000	1,339,202
Subtotal: direct benefits to students	\$ 3,530,036	\$ 500,000	\$ 4,030,036
Expand employee benefits	888,473		888,473
Faculty & staff salary adjustments	130,000		130,000
Subtotal: direct benefits to employees	\$ 1,018,473		\$ 1,018,473
Loss of Church & Turner Center funding	681,491		681,491
Marketing, branding, recruitment		250,000	250,000
Future plant fund expenditures		250,000	250,000
TOTAL	\$ 5,230,000	\$ 1,000,000	\$ 6,230,000

The budget projection for FY 2021-2022 includes a surplus of almost \$4.2 million, including \$4.8 million in one-time transition funds. The transition funds include a State appropriation of \$1 million, private gifts of \$2.2 million, federal funds related to the COVID pandemic of \$1.1 million, and proceeds of \$500,000 from the sale of an FCC license.

UT Southern FY 2021-22 Operating Revenues, Expenses, and Transfers

	Martin Methodist FY 2020-21	UT Southern FY 2021-22	Difference
Revenues, Expenses, and Transfers			
Tuition & Fees	\$ 17,320,028	\$ 7,406,115	\$ (9,913,913)
State Appropriations	-	5,230,000	5,230,000
Church Support & Turner Center	681,491	-	(681,491)
Endowment Distributions	556,057	556,057	-
Other E&G Revenues	834,000	810,491	(23,509)
Auxiliaries	2,844,100	2,986,000	141,900
Total Revenues	\$ 22,235,676	\$ 16,988,663	\$ (5,247,013)
Salaries & Benefits	\$ 8,284,325	\$ 9,502,473	\$ 1,218,148
Operations	5,040,059	5,251,815	211,756
Scholarships & Fellowships	9,340,600	2,117,521	(7,223,079)
Total Expenses, Including Transition	\$ 22,664,984	\$ 16,871,809	\$ (5,793,175)
Transfers for Debt Service	372,447	391,444	18,957
Additions to Plant Funds	150,000	500,000	350,000
Releases from Other Funds	(596,384)	(150,000)	446,384
Total Expenses & Transfers	\$ 22,591,047	\$ 17,613,253	\$ (4,977,794)
Net from Operations	\$ (355,371)	\$ (624,590)	\$ (269,219)
Transition Funding			
Private Gifts		\$ 2,200,000	\$ 2,200,000
Federal COVID Relief		1,100,000	1,100,000
State Appropriations for Transition		1,000,000	1,000,000
Sale of FCC License		500,000	500,000
Total Transition Funding		\$ 4,800,000	\$ 4,800,000
Net with Non-Recurring Funds	\$ (355,371)	\$ 4,175,410	\$ 4,530,781



NEXT STEPS

3.1

Subject to Board approval, the following steps will need to be undertaken:

- Technical revisions to legislation will be made to include UT Southern.
- The Governor will appoint an Advisory Board for UT Southern.
- The college's mission statement and strategic plan will need to be revised to align with UT's.
- A campus master plan must be developed and submitted for THEC's approval.
- Administrative procedures will need to be developed to conform to UT's policies.
- Training in using UT's administrative systems will occur.
- UT Southern will be incorporated into existing working groups and committees (e.g., meetings of the chancellors, faculty council, campus chief academic officers, chief communications and marketing officers, chief business and human resources officers).



UT THE UNIVERSITY OF TENNESSEE SYSTEM

Academic Affairs and Student Success



UT THE UNIVERSITY OF TENNESSEE SYSTEM

Academic Affairs and Student Success

- Campus Engagement
- Academic Program Alignment
- SACSCOC
- Tenure Dossier Review
- UTOline
- UT Promise
- Enrollment & Recruitment Roadmap
- Faculty Handbook/Institutional Profile Statement



Finance and Administration



UT THE UNIVERSITY OF TENNESSEE SYSTEM

Budget Summary

- State funding: \$6.23 Million in FY2021-22
 - \$5.1 million base support (recurring)
 - \$130,000 for a 2% salary pool (recurring)
 - \$1 million for transition cost (non-recurring)
- Tuition: 61% reduction (\$26,000 to \$10,200)
- Ongoing: UT Southern will function as a specialized unit for the first four years while performance data is tracked for use in the state's funding formula in the fifth year.

FY22 Budget State Funding

In Thousands

	Recurring	Non-Recurring	Total
Reduce net cost of attendance	\$ 2,690.8		\$ 2,690.8
Enhance programs & services	839.2	500.0	1,339.2
Subtotal: direct benefits to students	\$ 3,530.0	\$ 500.0	\$ 4,030.0
Expand employee benefits	888.5		888.5
Faculty & staff salary adjustments	130.0		130.0
Subtotal: direct benefits to employees	\$ 1,018.5		\$ 1,018.5
Loss of Church & Turner Center funding	681.5		681.5
Marketing, branding, recruitment		250,000	250.0
Future plant fund expenditures		250,000	250.0
TOTAL	\$ 5,230.0	\$ 1,000,000	\$ 6,230.0

FY22 Budget Revenue & Expense

In Thousands

Revenues, Expenses, and Transfers	Unrestricted E&G	Unrestricted Auxiliaries	Restricted Funds	Total Revenues
Total Revenues	\$ 18,224.7	\$ 3,564.0	\$ 6,966.3	\$ 28,754.9
Total Expenses	\$ 14,966.3	\$ 1,905.5	\$ 6,966.3	\$ 23,838.1
Mandatory Transfers		391.5		391.4
Other Transfers	(223.6)	573.6		350.0
Exp. & Transfers	\$ 14,742.7	\$ 2,870.6	\$ 6,966.3	\$ 24,579.5
Change in Net Assets	\$ 3,482.0	\$ 693.4	-	\$ 4,175.4
Balances – 7/1/21	500.0	200.0	-	700.0
Balances – 6/30/22	\$ 3,982.0	\$ 893.4	-	\$ 4,875.4

FY22 Budget Transition

In Thousands

	Martin Methodist FY 2020-21	UT Southern FY 2021-22	Difference
Recurring Revenues, Expenses, and Transfers			
Total Revenues	\$ 22,235.7	\$ 16,988.7	\$ (5,247.0)
Total Expenses & Transfers	\$ 22,591.0	\$ 17,613.3	\$ (4,977.8)
Net from Operations	\$ (355.3)	\$ (624.6)	\$ (269.2)
Transition Funding			
Private Gifts		\$ 2,200.0	\$ 2,200.0
Federal COVID Relief		1,100.0	1,100.0
State Appropriations		1,000.0	1,000.0
Sale of FCC License		500.0	500.0
Total Transition Funding		\$ 4,800.0	\$ 4,800.0
Net Funds	\$ (355.3)	\$ 4,175.4	\$ 4,530.8

Net Impact to MMC Employees

- 152 Benefit Eligible Employees
- Benefits
 - Reduced Health Care Premiums
 - Retirement (Both ORP and Hybrid Plan net 16% contribution potential)
 - Tennessee State Employee Discount Program
- Carry forward annual and sick leave balances
- Holiday & Administrative Closing Calendar Impact
- Increased Employee Learning & Development Resources
- Approximately 2% salary pool increase July 1, 2021
- Tuition Fee Waiver(s) (*Employees 100% / Dependents 50%*)

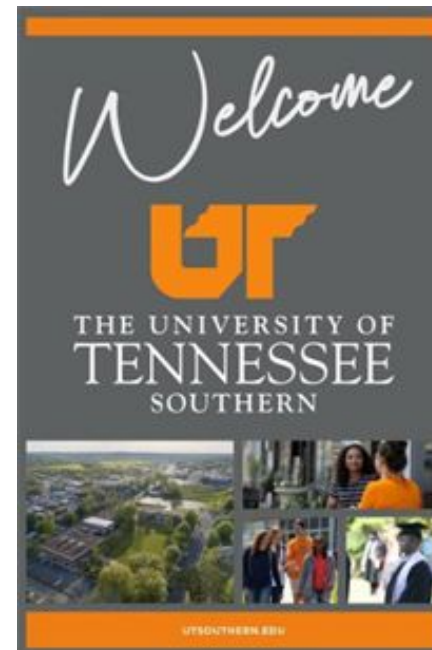
Communications and Marketing



UT THE UNIVERSITY OF TENNESSEE SYSTEM

Communications and Marketing

- Stakeholder Engagement
- Academic and Athletic Branding
- Messaging
- Community Outreach



Martin Methodist Perspective





UT THE UNIVERSITY OF TENNESSEE SYSTEM

Asset Transfer and Transition Agreement



UT THE UNIVERSITY OF TENNESSEE SYSTEM

Key Provisions

Parties: UT, MMC, and Reveille Properties

MMC's Assets: UT will acquire MMC's "Institutional Assets" and operations for the purpose of establishing a new campus called UT Southern; certain MMC assets will be excluded

MMC's Liabilities: UT will assume certain, but not all, MMC liabilities

Key Provisions

Effective Date: July 1, 2021

Continued Existence of MMC: MMC will continue to exist as Martin Methodist Foundation

Name and Governance: Upon the effective date, UT Southern will be governed by the UT Board of Trustees

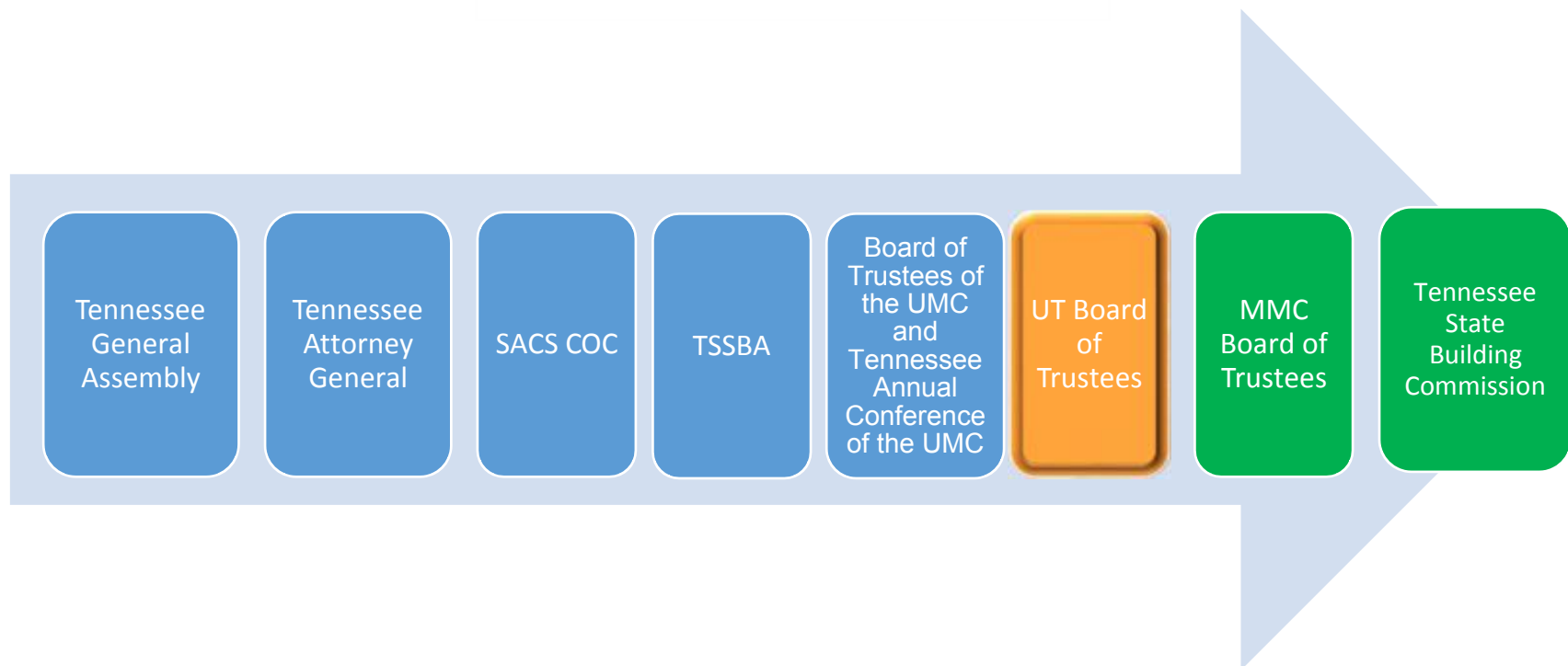
MMC Students and Employees

- MMC's students will become UT Southern's students
- UT will hire MMC's staff employees
- UT will hire MMC's faculty and award them tenure
- UT will consider President Boyd's recommendation to appoint Mark La Branche as chancellor of UT Southern

Material Changes from Term Sheet

- USDA Loan: UT will obtain a private commercial loan to pay off USDA loan
- Turner Center and MMC President's House: Both will be transferred to UT

Key Approvals



Immediate Next Steps

- Supplemental legislation
- Board approval of UT Southern faculty handbook
- Board and THEC approval of UT Southern institutional profile
- Rulemaking hearings for UT Southern
- SACSCOC site visit in November



UT THE UNIVERSITY OF TENNESSEE SYSTEM

AGENDA ITEM SUMMARY

Meeting Date: June 25, 2021

Item: **Asset Transfer and Transition Agreement**

Type: Action

Presenter: Ryan Stinnett, General Counsel

Background Information

At a Special Meeting on December 9, 2020, the Board approved a Term Sheet for a potential transaction in which the University would acquire substantially all of the assets of Martin Methodist College (“MMC”), and then assume the operations of MMC as a new campus of the University of Tennessee System. Since the Board’s approval of that Term Sheet, the parties have completed their due diligence, negotiated more definite deal terms, and obtained necessary approvals for the proposed transaction.

Overview of Asset Transfer and Transition Agreement

The Asset Transfer and Transition Agreement (“Agreement”), through which the contemplated transaction will be made effective, is provided as Attachment A to the proposed resolution. The key components of the Agreement are as follows:

- **Parties:** The University and MMC are the primary parties to the Agreement. Additionally, Reveille Properties, LLC is a party to the Agreement because it owns four buildings at MMC that the University is acquiring. Reveille is a Tennessee limited liability company in which MMC is the sole member.
- **MMC’s Assets:** The University will acquire substantially all of MMC’s (and Reveille’s) Institutional Assets, which includes real property, contracts and leases, tangible personal property, equipment, vehicles, intellectual property, student records, employee personnel and files, and MMC’s operations, for the purpose of establishing a new UT campus (Section 1.1). Certain MMC assets are excluded, including the MMC endowment and certain cash on hand on date of closing and an FCC license which is in the process of being sold, with an agreement between MMC and the University to transfer the license or proceeds therefrom after the closing of such sale (Schedule 1.4).
- **MMC’s Liabilities:** The University will assume certain MMC liabilities, including accounts payable and transferred contracts and leases (Schedule 1.5). However, MMC will retain all liabilities arising from the operation or conduct of MMC and its employees prior to effective date, and it has purchased tail insurance to cover such potential liabilities.
- **Effective Date:** The effective date for the transaction will be July 1, 2021.

- **Continued Existence of MMC:** After the effective date, MMC will revise its charter and bylaws to convert to the Martin Methodist Foundation. The Martin Methodist Foundation will manage the endowment for use for the benefit of the Turner Center, scholarships for Methodist students at the new UT campus, and related Methodist higher education purposes.
- **Name and Governance of New UT Campus:** Upon the effective date, the new campus will be named as The University of Tennessee Southern (“UT Southern”) and it will be governed by the University’s Board of Trustees (Section 7.6).
- **MMC Students:** All current MMC students will become students of UT Southern as of the effective date of the transaction.
- **MMC Employees:** The University will offer to hire MMC’s staff employees, subject to the University’s standard hiring practices and background checks (Section 1.2). The University also will offer to hire MMC’s faculty members. Upon recommendation by President Boyd, the faculty members listed on Schedule 7.4 will be awarded tenure.
- **UT Southern Chancellor:** The Board will consider President Boyd’s recommendation to appoint Mark La Branche as chancellor of UT Southern (Section 7.5).

Changes from Term Sheet to Asset Transfer and Transition Agreement

Overall, the terms of the Agreement are generally consistent with the Term Sheet that the Board approved in December 2020, except for the following two items:

- **The USDA loan:** Under the Term Sheet, the parties contemplated that the University would assume an existing MMC loan from the USDA. The University subsequently determined that it would be in the best interests of the University to instead obtain commercial financing to pay off the USDA loan. (Detailed information on the terms of the proposed commercial financing through First Horizon Bank are provided under Tab 3.5 of the meeting materials.) Accordingly, the Agreement does not include an obligation for the University to assume to MMC’s USDA loan. The USDA loan will be repaid on the effective date of the Agreement, and the USDA liens on the buildings owned by Reveille will be released.
- **The Turner Center and MMC President’s House:** Under the Term Sheet, the parties contemplated that the Turner Center and the President’s House would not be included in the assets that are transferred to the University as part of the transaction. Instead, the parties had planned for both properties to be retained by MMC at closing, and MMC would allow the chancellor of the new campus to reside in the President’s House during his/her term as chancellor. Immediately following the end of the initial chancellor’s term, MMC would (i) convey the Turner Center building to the University (without any additional consideration being paid for such transfer by the University) and (ii) retain the President’s House as the new home of the Turner Center moving forward. Based upon subsequent negotiations, the parties have decided that the University will acquire both parcels, on which the Turner Center and the President’s House are located, on the effective date of the Agreement.

Approvals of the Proposed Transaction

The following approvals for the transaction have been obtained to date: the Tennessee General Assembly (*enabling legislation and funding*); the Tennessee Attorney General (*approval for MMC to transfer substantially all of its assets to UT*); the Southern Association of Colleges and Schools Commission on Colleges (*approval of academic programs*); the Tennessee State School Bond Authority (*approval of the commercial financing from First Horizon Bank*); the Board of Trustees of the UMC (*approval of transfer of MMC's assets*); and Tennessee Annual Conference of the UMC (*approval of change in connectional relationship between MMC and UMC*).

Certain additional approvals must occur following the Board's vote on the transaction, and those approvals will be sought immediately following the Board meeting: the Board of Trustees of MMC (*approval of the transaction and Agreement*); and the State Building Commission of Tennessee (*transfer of real property from MMC to UT*).

Next Steps

In a future legislative session, the University will seek approval for UT Southern to have a campus advisory board and will request technical corrections to other sections of the Tennessee Code to add references to UT Southern in existing statutes. Also, several subsequent action items will be brought to the Board regarding UT Southern in future meetings. For example, the Board will need to approve the faculty handbook for UT Southern and UT Southern will need to hold rulemaking hearings to adopt certain rules (e.g., student code of conduct, parking/traffic regulations) under the Tennessee Uniform Administrative Procedures Act.

Board Action

The following resolution has been prepared for the Board's consideration.

The University of Tennessee
Board of Trustees

Resolution ____-2021*
Acquisition of Martin Methodist College

- WHEREAS, the rates of postsecondary attainment in the southern middle Tennessee region significantly lag the state's overall rate as well as the target of 55% set out in Tennessee's Drive to 55 campaign;
- WHEREAS, there is evidence that indicates an unmet labor need for educated workers in the region as well as the state more broadly;
- WHEREAS, increasing access to quality, affordable, public education through an expanded presence of The University of Tennessee ("University") in this part of the state may be an effective means of improving the state's college-going rate and addressing unmet labor need;
- WHEREAS, Martin Methodist College ("MMC"), founded in 1870, is a private, liberal arts, four-year college located in Pulaski, Tennessee;
- WHEREAS, through the acquisition of substantially all of the assets of MMC, the University would have the opportunity to establish a new University campus in Giles County that would serve prospective students in the southern middle region of Tennessee, an area that has been underserved;
- WHEREAS, such action would be consistent with the University's land-grant designation and its mission of delivering education, discovery, outreach and public service that contributes to the economic, social and environmental well-being of all Tennesseans; and
- WHEREAS, the University officers have sought and obtained the necessary authorizations of the Tennessee General Assembly, acting through legislation, resolution or appropriations, to acquire substantially all of the assets of MMC;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Subject to receipt of any other required governmental approvals, the proper University officers are hereby authorized to execute and deliver the Asset Transfer and Transition Agreement (the "Agreement"), which shall be substantially in the form attached hereto as Attachment.
2. As contemplated within the Agreement, the Board of Trustees hereby approves the establishment of a new University campus, to be known as "The University of Tennessee Southern."

(*) Number will be inserted after adoption,



3. As contemplated within the Agreement, the Board of Trustees hereby approves the award of tenure to the faculty members identified in the Agreement.
4. The proper officers of the University be and hereby are authorized to take any and all such actions as may be required or which they may deem necessary or appropriate in order to complete the acquisition.

Draft as of 6.2.21

3.2

ASSET TRANSFER AND TRANSITION AGREEMENT

BY AND AMONG

THE UNIVERSITY OF TENNESSEE,

MARTIN METHODIST COLLEGE

AND

REVEILLE PROPERTIES, LLC

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Draft as of 6.2.21

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ASSET TRANSFER AND TRANSITION AGREEMENT

This Asset Transfer and Transition Agreement (together with the Exhibits and Schedules hereto, this “**Agreement**”), dated _____, 2021 (the “**Effective Date**”), is made by and among the University of Tennessee, an instrumentality of the State of Tennessee (“**UT**”), Martin Methodist College, a Tennessee non-profit corporation (“**MMC**”), and Reveille Properties, LLC, a Tennessee non-profit limited liability company and Affiliate of MMC (“**Reveille**” and, collectively with MMC, the “**MMC Parties**”). “**Party**” refers, as the context provides, to UT, MMC, or Reveille; and “**Parties**” refers to UT, MMC and Reveille collectively. Capitalized terms not otherwise defined in this Agreement have the meanings set forth in Exhibit A (Definitions).

RECITALS

A. The MMC Parties and UT desire to enter into an agreement to enable UT to acquire MMC’s Institutional Assets and operations for the purpose of establishing a new campus of UT at the MMC campus to be called University of Tennessee, Southern (the “**New Campus**”) to deliver access to higher education to residents of Giles County, Tennessee and surrounding counties.

B. The MMC Parties wish to transfer to UT, and UT wishes to accept from the MMC Parties at Closing, the Institutional Assets in order to ensure a smooth and seamless transition of MMC’s operations to the New Campus for the benefit of the New Campus students.

C. The consideration for the MMC Parties’ irrevocable transfer of the Institutional Assets hereunder at the Closing is the undertaking of UT to establish the New Campus to continue the educational mission of MMC.

D. The General Assembly of the State of Tennessee approved the New Campus and the transactions contemplated hereunder on April 29, 2021, to be effective July 1, 2021, pursuant to the Appropriations Bill attached hereto as Exhibit B.

AGREEMENT

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

1. **Transfer of Institutional Assets; Assumption of Certain Liabilities.**

1.1. Transfer of Institutional Assets. Subject to the conditions to Closing set forth in this Agreement, at the closing of the transactions contemplated by this Agreement (the “**Closing**”), The MMC Parties shall contribute, transfer, assign, convey and deliver, or cause to be contributed,

transferred, assigned, conveyed and delivered, to UT the Institutional Assets, and UT shall accept and acquire all of MMC's and Reveille's right, title and interest in and to the Institutional Assets. For the avoidance of doubt, neither MMC nor Reveille shall contribute, transfer, assign, convey or deliver the Excluded Assets, and UT shall not acquire any right, title or interest in and to the Excluded Assets. For purposes of this Agreement, the term "**Institutional Assets**" means, collectively:

- (a) subject to receipt before Closing of the Governmental Consents listed on Exhibit C, all Educational Approvals required to operate the New Campus immediately following the Closing;
- (b) ownership of, and access to, all Student Records as of the Closing Date;
- (c) the Contracts listed on Schedule 1.1(c) (the "**Transferred Contracts**");
- (d) title to all real property listed on Schedule 1.1(d) by warranty deed (collectively, the "**Transferred Real Property**") and, as applicable, subject to the Liens and associated indebtedness listed on Schedule 1.1(d) (the "**Assumed Debt**"), and all associated records related to the Transferred Real Property;
- (e) the real property leases and subleases for the Leased Real Property listed on Schedule 1.1(e) (the "**Transferred Leases**");
- (f) all tangible personal property, equipment, building contents and vehicles owned by MMC unless listed as an Excluded Asset on Schedule 1.4 ("**Transferred Personal Property**");
- (g) all Intellectual Property of MMC;
- (h) all personnel files of the Transferred Employees, or true and complete copies thereof, in each case only to the extent transfer is permitted under applicable Law;
- (i) all available business records of MMC and all available MMC records related to real property and payroll, or true and complete copies thereof, in each case only to the extent transfer is permitted under applicable Law;
- (j) all bank accounts and Cash on hand except for the Excluded Cash; and
- (k) all other assets of MMC unless specifically excluded by this Agreement.

1.2. MMC Employees. Subject to UT's standard hiring practices and background checks, UT will hire those employees listed on Schedule 1.2 (and any individuals who have replaced such employees) who are employed by MMC at the time of the Closing (the "**Institutional Employees**") as further contemplated by Section 7.1. The Parties shall cooperate to update Schedule 1.2 to reflect changes in Institutional Employees between the date of this Agreement and the Closing Date.

1.3. Bank Accounts; Cash. Subject to Section 1.4, all MMC bank accounts and Cash on hand at Closing will transfer to UT, and all payroll and other expenses after the Closing will be processed through UT systems. All expenses and liabilities incurred after Closing must be processed through UT for proper accounting.

1.4. Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the assets, rights and properties that are listed on Schedule 1.4 ("**Excluded Assets**") are not being transferred to UT and are being retained by MMC or one or more of its Affiliates. Without limiting the foregoing, and for the avoidance of doubt, Excluded Assets shall include (a) the endowment fund of MMC as described on Schedule 1.4, and (b) the MMC bank account and the Cash described on Schedule 1.4 in the amount, determined in good faith by MMC immediately prior to the Closing, that is necessary to cover checks written on such bank account that are outstanding at the Closing (the "**Excluded Cash**")

1.5. Assumed Liabilities. Except as expressly provided in this Section 1.5 or set forth on Schedule 1.5, UT does not assume any Liabilities of MMC. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, UT shall assume, and shall thereafter pay, perform and discharge when due:

- (a) all Liabilities of MMC for accounts payable arising in the ordinary course of business and existing as of the Closing Date (the "**Assumed Payables**");
- (b) all Liabilities of MMC for payment or performance arising on or after the Closing Date pursuant to (i) the Transferred Contracts, (ii) the Assumed Debt, (iii) the Transferred Leases, and (iv) the Institutional Assets, but solely to the extent such Liabilities did not arise out of a breach of such Transferred Contracts, the Assumed Debt or Transferred Leases prior to the Closing; and
- (c) the Liabilities set forth on Schedule 1.5 (the Liabilities described in items (a) through (c) of this Section 1.5, collectively, the "**Assumed Liabilities**").

For the avoidance of doubt, all Liabilities arising from or in connection with the ownership and operation of the Institutional Assets and the New Campus following the Closing including, without limitation, any Tax Liability arising from or in connection with the same, shall be the sole responsibility of UT. The assumption by UT of the Assumed Liabilities shall in no way create or expand the rights or remedies of any third party with respect to such Assumed Liabilities as compared to the rights and remedies which such third party had prior to such assumption.

1.6. Retained Liabilities. Notwithstanding any other provision of this Agreement, MMC shall retain, and UT shall not assume or be responsible or liable with respect to, the following

Liabilities of MMC, whether arising before or after the Closing Date (collectively, the “**Retained Liabilities**”):

- (a) all Liabilities to the extent arising from or in connection with the operation or conduct (whether by act or omission) of MMC prior to the Closing Date and the performance under the Transferred Contracts prior to the Closing Date, other than the Assumed Liabilities;
- (b) all Liabilities now or hereafter existing to the extent arising under or from the ownership, use or operation of the Excluded Assets;
- (c) any Tax Liability arising, imposed or assessed in respect of MMC’s operation of MMC or its ownership of the Institutional Assets for periods ending prior to the Closing Date; or
- (d) all Liabilities of MMC arising under or in connection with this Agreement and the other Transaction Documents, and all Liabilities for fees and expenses required to be borne by MMC in connection with the transactions pursuant to the terms of this Agreement and the other Transaction Documents.

1.7. Assignability and Consents. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Institutional Asset if an attempted assignment thereof, without the Consent of another party thereto or any Governmental Entity or Educational Agency, would constitute a breach of third-party rights in any such Institutional Asset or in any way violate any applicable Law, or in any way affect the rights of UT thereunder. MMC shall use commercially reasonable efforts, and UT shall cooperate in all reasonable respects with MMC and bear any related costs, to obtain all Consents and waivers necessary to convey the Institutional Assets (including the Transferred Contracts and Transferred Leases) to UT at the earliest practicable date. If any such Consent or waiver is not obtained with respect to any Institutional Asset, the applicable bill of sale, assignment and assumption agreement, assignment and assumption of lease or sublease, etc., shall constitute an equitable assignment by MMC to UT of all of MMC’s rights, benefits, title and interest in and to such Institutional Asset, to the extent permitted by Law, and the Parties shall cooperate in any economically feasible arrangement to provide that UT shall receive the interest of MMC in the benefits under such Institutional Asset, including performance by one Party as agent of the other if economically feasible. Additionally, to the extent MMC terminates any existing Transferred Contract, Non-Transferred Contract, or Transferred Lease in connection with UT’s operation of the New Campus and MMC would be required to pay any amounts to third parties in connection with the same, UT will fund such amounts.

2. The Closing.

2.1. Consideration. In consideration of the transfer of the Institutional Assets, at the Closing, UT shall assume liability for, and operate, the New Campus. The Parties acknowledge and agree that the MMC Parties’ agreement to contribute the Institutional Assets without payment

at the Closing of a sum reflecting the market value of the Institutional Assets, including the related goodwill, is being made in reliance upon, and in exchange for, the undertaking of UT to operate the New Campus to serve the needs of students in the geographic area of the New Campus and to continue to serve students with financial need.

2.2. Closing. The Closing shall take place by the electronic exchange of executed signature pages at the University of Tennessee, Office of General Counsel, 719 Andy Holt Tower, Knoxville, Tennessee 37996 at 10:00 a.m. Eastern Time on the date that is the first Business Day following the satisfaction or waiver of the conditions set forth in Article 8 (Conditions to Obligation to Close) (other than those conditions that by their nature are to be satisfied or, to the extent permitted by Law, can be waived at the Closing, but subject to the satisfaction in full or waiver of those conditions at or prior to the Closing) or at such other place or time or on such other date as may be mutually agreed upon in writing by MMC and UT. The date on which the Closing occurs is referred to as the “**Closing Date**.” In no event shall the Closing be deemed a waiver, termination or expiration of any Party’s rights or obligations under this Agreement, unless otherwise expressly set forth in this Agreement. The Closing shall be effective for all purposes as of 12:00 a.m. Eastern Time on the Closing Date (the “**Effective Time**”), and all references in this Agreement to an item being effective as of the Closing or the Closing Date, or to a time period being measured in relation to the Closing or the Closing Date, shall be effective as of or measured in relation to, as the case may be, the Effective Time.

2.3. The MMC Parties’ Closing Deliverables. Subject to the conditions set forth in this Agreement, at the Closing, simultaneously with UT’s deliveries under this Article 2, the MMC Parties shall deliver to UT all of the following documents, certificates and instruments, duly executed (where applicable) and in form and substance reasonably satisfactory to UT, to the extent not delivered at the signing of this Agreement:

- (a) copies of the charter of MMC, certified by the Secretary of State of Tennessee, and copies of its bylaws, certified by the president or secretary of MMC;
- (b) copies of the articles of organization of Reveille, certified by the Secretary of State of Tennessee, and copies of its operating agreement, certified by the president or secretary of Reveille;
- (c) approval of the Attorney General of the State of Tennessee for the MMC Parties to transfer substantially all of their respective assets to UT pursuant to Tenn. Code. Ann. §48-62-102;
- (d) certificates of existence of MMC and Reveille, issued no earlier than ten (10) days prior to the Closing Date by the Secretary of State of Tennessee;
- (e) a copy of resolutions of each of the Board of Trustees of MMC and Board of Directors of Reveille, certified as of the Closing Date by the appropriate entity’s corporate secretary or assistant secretary as having been duly and validly adopted

and as being in full force and effect on the Closing Date, authorizing the execution and delivery by the MMC Parties of this Agreement and the other Transaction Documents to which it is a party and the performance by MMC of the transactions contemplated hereby and thereby;

(f) a certificate, dated as of the Closing Date, executed on behalf of each of the MMC Parties by an officer of such entity, stating that the conditions specified in Section 8.1 (Conditions to Obligation of All Parties to Close) as they relate to the MMC Parties and Section 8.2 (Conditions to UT's Obligation to Close) have been satisfied;

(g) incumbency certificates from the officers of each of the MMC Parties authorized to execute and deliver on behalf of the MMC Parties this Agreement and the other Transaction Documents to which it is a party;

(h) each of the other Transaction Documents to which MMC or Reveille or any of its Affiliates is a party;

(i) documentation evidencing the transfer of those Institutional Assets that are not Transferred Contracts or Transferred Leases, including, as appropriate, a bill of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer evidencing the transfer of all of the right, title and interest in and to those Institutional Assets that are not Transferred Contracts or Transferred Leases, from MMC to UT;

(j) UCC termination statements and other applicable releases and terminations releasing each of the existing Liens consisting of any mortgage, pledge or other security interest upon the Institutional Assets, other than Permitted Liens;

(k) with respect to the Transferred Contracts, an assignment and assumption agreement in form and substance reasonably satisfactory to the Parties;

(l) with respect to each Transferred Lease, an assignment and assumption of lease or sublease, as applicable, in form and substance reasonably satisfactory to the Parties;

(m) with respect to each parcel of Transferred Real Property, a warranty deed; and

(n) all such other documents and instruments executed by MMC, in each case, as UT or its counsel shall reasonably request in connection with the consummation of the transactions contemplated by this Agreement, in form and substance reasonably acceptable to the Parties.

2.4. UT Closing Deliverables. Subject to the conditions set forth in this Agreement, at the Closing, simultaneously with MMC's deliveries under this Article 2, UT shall deliver to MMC all of the following documents, certificates and instruments, duly executed (where applicable) and in form and substance reasonably satisfactory to MMC to the extent not delivered at the signing of this Agreement:

- (a) copies of the Organizational Documents or similar documents of UT, certified by its president or secretary;
- (b) a copy of resolutions of the Board of Trustees of UT (the “**UT Board**”), certified as of the Closing Date by its corporate secretary or assistant secretary as having been duly and validly adopted and as being in full force and effect on the Closing Date, authorizing the execution and delivery by UT of this Agreement and the other Transaction Documents to which it is a Party and the performance by UT of the transactions contemplated hereby and thereby;
- (c) certificates, dated as of the Closing Date, executed on behalf of UT by a duly authorized officer, stating that the conditions specified in Section 8.1 as they relate to UT and Section 8.3 have been satisfied;
- (d) incumbency certificates from the officers of UT authorized to execute and deliver on behalf of UT this Agreement and the other Transaction Documents to which it is a Party;
- (e) each of the other Transaction Documents to which UT is a Party;
- (f) with respect to the Transferred Contracts, an assignment and assumption agreement in form and substance reasonably satisfactory to the Parties;
- (g) with respect to each Transferred Lease, an assignment and assumption of lease or sublease, as applicable, in form and substance reasonably satisfactory to the Parties, and
- (h) all such other documents and instruments executed by UT, in each case as MMC or its counsel shall reasonably request in connection with the consummation of the transactions contemplated by this Agreement, in form and substance reasonably satisfactory to the Parties.

3. **Representations of MMC.**

MMC hereby represents to UT as follows:

3.1. Organization and Qualification. MMC (i) is a not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Tennessee and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and (ii) is duly licensed or qualified to do business. MMC has made available to UT copies of its Organizational Documents and all amendments thereto, which copies are true, correct and complete in all material respects.

3.2. Authority Relative to this Agreement. MMC has all requisite power and authority, and has taken all requisite action, to execute, deliver and perform its obligations under this Agreement

and the other Transaction Documents to which it is a Party and to consummate the transactions contemplated by the Transaction Documents in accordance with the terms of the Transaction Documents. This Agreement has been, and each other Transaction Document (as applicable) when executed and delivered will be, duly and validly executed and delivered by MMC and, assuming the due authorization, execution and delivery by UT of the Transaction Documents to which each is a Party, this Agreement constitutes (and each other Transaction Document to which MMC is a Party when executed will be) a valid, legal and binding agreement of MMC, enforceable against MMC in accordance with its terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

3.3. Consents and Approvals; No Violations; Licenses.

(a) No filing with or notice to, and no permit, declaration, Order, registration or Consent of, any Governmental Entity or any other third party is required to be made or obtained by or on the part of MMC for the execution, delivery and performance by MMC of any of the Transaction Documents (as applicable) or the consummation by MMC of the transactions contemplated by the Transaction Documents, except: (i) the filings, notices, permits, declarations, Orders, registrations, Consents, or actions listed in Schedule 3.3(a), (ii) compliance with any applicable Education Requirements or (iii) any such filings, notices, permits, registrations or Consents, the failure to make or obtain would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

(b) Assuming compliance with the items described in clauses (i) through (iii) of Section 3.3(a), neither the execution, delivery or performance of the Transaction Documents by MMC nor the consummation by MMC of the transactions contemplated by the Transaction Documents will: (i) conflict with or result in any breach or violation of any provision of the Organizational Documents of MMC, (ii) conflict with or result in a breach or violation of, or constitute (with or without due notice or lapse of time or both) a default under, or give rise to the creation of any Lien, except for Permitted Liens, or any right of termination, amendment, cancellation or acceleration under any Contract to which MMC is a Party or otherwise bound, or (iii) violate or give rise to a loss of benefit under any Law applicable to the operation of MMC except in the case of the foregoing clauses (ii) or (iii) for breaches, violations, defaults, Liens or other rights that would not have a Material Adverse Effect.

3.4. Financial Statements

(a) MMC has made available to UT the audited balance sheets of MMC as of December 31, 2019 and December 31, 2020, and the related statements of income for the fiscal years then ended (collectively, and with any notes thereto, the **"Audited Financial Statements"**).

(b) Each of the Audited Financial Statements have been prepared in accordance with GAAP, consistently applied throughout the periods specified therein (except for

the absence of footnotes or as may otherwise be noted therein), and fairly present, in all material respects, the financial position and results of operations of MMC as of the dates set forth therein or for the periods then ended.

3.5. Absence of Certain Changes or Events: Absence of Undisclosed Liabilities.

(a) From the period beginning on January 1, 2021 until the Effective Date, MMC has operated in the ordinary course of business and there has not been any material adverse change in the operations of MMC, other than changes which have not had, do not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on MMC.

(b) As of the date of this Agreement, MMC does not have any material Liabilities arising from or related to the ownership of the Institutional Assets or the operation of MMC of the type that would be required to be reflected on a balance sheet of MMC as of the date of this Agreement, except for: (i) Liabilities disclosed, reflected or reserved against in the Audited Financial Statements, (ii) Liabilities incurred after the date of such financial statements in the ordinary course of business consistent with past practice, and (iii) Liabilities incurred in connection with this Agreement and the transactions contemplated hereby.

3.6. Tangible Assets. MMC owns and has good valid title to all of the tangible personal property which is part of the Institutional Assets (recognizing that, to the extent any such assets are subject to leases or licenses, MMC owns such leases and licenses pursuant to a valid and binding leasehold interest), in each case free and clear of all Liens except for Permitted Liens (including those Permitted Liens set forth in Schedule 3.6), all of which Liens, except for Permitted Liens and Liens identified on Schedule 3.6 as not being released, shall be fully released at or prior to the Closing. Upon transfer of such personal property to UT at Closing, and subject to Section 1.7 (Assignability and Consents) and the full satisfaction of all conditions to Closing set forth in Article 8 (Conditions to Obligations to Close), UT will own all of such personal property, free and clear of all Liens other than Permitted Liens, Liens identified on Schedule 3.6 as not being released and Liens created by UT.

3.7. Transferred Contracts. Other than the Transferred Leases and the Non-Transferred Contracts, the Transferred Contracts are all the material Contracts that relate solely to operation of MMC. Each Transferred Contract is, assuming the due authorization, execution and delivery of each party thereto other than MMC (or its applicable Affiliate), a legal, valid and binding agreement and obligation of MMC and is in full force and effect, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles. MMC is not in default or breach in any material respect (and no event has occurred that, with notice or lapse of time, would constitute such a default or breach under the terms of any such Transferred Contract). Except as set forth in Schedule 1.1(c), there are not any material disputes pending or, to the Knowledge of MMC, threatened, or any notice of any intention to terminate, not renew, amend or modify, with respect to any such Transferred Contract.

3.8. Real Property.

(a) Leased Real Property. Schedule 3.8 sets forth each parcel of real property leased by MMC (the “**Leased Real Property**”). With respect to each Leased Real Property and except as set forth on Schedule 3.8: (i) the related Transferred Lease is in full force and effect; (ii) MMC has possession of such Leased Real Property; (iii) to the Knowledge of MMC, there are no existing defaults in any material respect on the part of MMC or any other party to the related Transferred Lease, and no event has occurred which, with the delivery of notice or the passage of time, or both, would constitute a default in any material respect, or permit the termination, modification, or acceleration of rent under such Transferred Lease; (iv) MMC has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion of such Leased Real Property; (v) the assignment or transfer of the related Transferred Lease pursuant to this Agreement does not require the Consent of any other party to such Transferred Lease, will not result in a breach of or default under such Transferred Lease, or otherwise cause such Transferred Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; and (vi) MMC has not collaterally assigned or granted any other security interest in the related Transferred Lease or any interest therein.

(b) Transferred Real Property. Schedule 1.1(d) is a complete list of the Transferred Real Property. MMC (i) owns all of the Transferred Real Property in fee simple without Liens thereon except as set forth on Schedule 1.1(d), (ii) can deliver exclusive possession to UT at Closing and (iii) will convey title to the Transferred Real Property by good and valid warranty deed.

(c) Ground Facilities. The Transferred Real Properties and the Transferred Lease are all of the facilities at which MMC provides student instruction.

(d) Transferred Real Property Projects. Schedule 3.8(d) constitutes a list of projects with respect to the Transferred Real Property (“**New Projects**”) that are underway as of the date hereof that will not be completed by Closing. MMC has timely paid all invoices that it has received for the New Projects in accordance with their terms.

3.9. Student Records. The Student Records are complete and correct in all material respects and have been maintained by MMC in the ordinary course of business.

3.10. Employee Benefit and Labor Matters. For each of the Institutional Employees, MMC has made available to UT each such Institutional Employee’s title and current compensation (including base salary or wage rate, current target bonus entitlement and other incentive or contingent compensation). None of the Institutional Employees is represented by any labor union, works council or other labor organization with respect to such employee’s employment by MMC or any of its Affiliates. During the three (3) year period prior to the date of this Agreement, there has been no, and as of the date of this Agreement, there is no, labor strike, dispute, request for

labor union representation, slowdown or stoppage by any Institutional Employee actually pending or, to the Knowledge of MMC, threatened against or affecting MMC.

3.11. Compliance with Laws. Notwithstanding any provision of this Section 3.11 to the contrary, if any other Section of this Article 3 deals expressly with respect to a specific Law, then that Section shall contain the sole and exclusive representations relating to such Law. To the Knowledge of MMC, MMC is conducting its business in all material respects in accordance with all Laws applicable to MMC. During the three (3) year period prior to the Effective Date, MMC has not received any notice of any material violation or material default under any Law applicable to MMC that remains uncured, or has not been dismissed without further Liability to MMC.

3.12. Education Matters.

(a) MMC currently maintains without interruption in all material respects, all Educational Approvals necessary or required for the conduct of the business and operations of MMC. MMC is a party to, and is in compliance in all material respects with, a valid and effective Program Participation Agreement with DOE in the form of Default Prevention Services Agreement between MMC and EDFinancial Services, LLC, and has a current and accurate, in all material respects, Eligibility and Certification Approval Report issued by DOE.

(b) There are no material proceedings pending to revoke, suspend, withdraw, or to materially limit, condition, or restrict any Educational Approval. MMC has not received written notice that any of the Educational Approvals will not be renewed, nor, to MMC's Knowledge, is there any basis for such a non-renewal. MMC has not received written notice that it is in violation in any material respect with the terms or conditions of any Educational Approval.

(c) MMC is in compliance in all material respects with all Educational Requirements and with the terms and conditions of all Educational Approvals.

(d) In addition, and without limiting the foregoing, except as set forth on Schedule 3.12:

(i) Each educational program offered by MMC and for which students receive federal student aid under Title IV Programs is, and since the date on which Title IV Program funds were disbursed to students enrolled in the program has been, an eligible program in compliance in all material respects with the requirements of 34 C.F.R. § 668.8;

(ii) MMC has complied in all material respects with the requirements set forth at 20 U.S.C. § 1094(a)(20) and 34 C.F.R. § 668.14(b)(22);

(iii) MMC has complied in all material respects with the applicable provisions of 34 C.F.R. §§ 668.171-175;

(iv) No Educational Agency has required MMC to post a letter of credit or other form of surety for any reason, including any request for a letter of credit based on late refunds pursuant to 34 C.F.R. § 668.173, or required or requested that MMC process its Title IV Program funding under the reimbursement or heightened cash monitoring procedures set forth at 34 C.F.R. § 668.162;

(v) MMC has complied in all material respects with all applicable requirements of 34 C.F.R. § 600.9;

(vi) MMC has complied in all material respects with applicable Educational Requirements that relate to the extension of credit or that are otherwise applicable to any of MMC's student loan programs;

(vii) MMC has complied in all material respects with the requirements of any Educational Agency concerning the proper and accurate calculation and timely reporting of student outcomes including, but not limited to, retention, completion and placement rates, graduate examination and professional licensure pass rates, and the methodology for calculating such rates;

(viii) Neither MMC nor any of its employees has pled guilty to, pled nolo contendere to or been found guilty of, a crime involving the acquisition, use or expenditure of funds under the Title IV Programs or been judicially determined to have committed fraud involving funds under the Title IV Programs;

(ix) MMC has not employed in a capacity involving administration of funds under the Title IV Programs or the receipt of funds under the Title IV Programs, any individual who has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use or expenditure of federal, state or local government funds, or has been administratively or judicially determined to have committed fraud or any other violation of Law involving federal, state or local government funds;

(x) neither MMC, nor or any Person or entity that exercises substantial control over MMC, nor any member of any such Person's family has filed for relief in bankruptcy or had entered against it an order for relief in bankruptcy; and

(xi) for each of the fiscal years ended 2019 and 2020, MMC has not received greater than 90% of its revenues from Title IV Programs, as such percentage is required to be calculated under 34 C.F.R. §§ 668.14 and 668.28.

(e) MMC is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("**SACS**") to award associate, baccalaureate and

masters' degrees and has not received notice of any pending or proposed audit of its SACS accreditation.

3.13. Sufficiency of Institutional Assets. Provided that (a) substantially all of the Institutional Employees accept employment offered by UT at Closing, (b) all required third-party Consents to transfer the Institutional Assets (including, without limitation, the Transferred Contracts, the Transferred Leases and the Transferred Real Property) are obtained, and (c) all conditions to the Closing have been satisfied in full, then, immediately following the Closing, UT shall own or have use of substantially all of the Institutional Assets owned or used by MMC to operate the Academic Functions in the ordinary course of business immediately prior to the Closing, other than the Excluded Assets.

3.14. Brokers. No broker, finder or investment banker is or may be entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of MMC.

3.15. Solvency; Fraudulent Conveyance. MMC is solvent, and MMC is not transferring any assets with any intent to hinder, delay or defraud any of its creditors.

3.16. No Restriction on Transfer. UT will suffer no loss, cost or expense because of the non-compliance of the Parties with any bulk sale/transfer Law.

3.17. Litigation; Judgments. There are no material Actions pending or, to MMC's Knowledge, threatened, and since January 1, 2018, there have not been any material Actions initiated in writing against MMC, in each case relating to or affecting MMC, or any of the officers and directors of MMC (in their capacity as such) or any of the Institutional Assets. There is no material judgment, order or decree of any Governmental Entity against or affecting MMC or any of the Institutional Assets that has not been satisfied or resolved. MMC is not in material default under any judgment, order or decree. To the Knowledge of MMC, there is no fact or circumstance that would reasonably be expected to give rise to any Action against, relating to or affecting MMC or its assets or properties (taken as a whole) that would have a Material Adverse Effect.

3.18. No Other Representations. The representations made in this Article 3 are the sole and exclusive representations being made by or on behalf of MMC or any of its Affiliates and are exclusive of any other representations, including any implied warranties. Except for the representations expressly set forth in this Article 3, MMC and its Affiliates have not made, nor are any of them making, any express or implied representation regarding the accuracy, sufficiency or completeness of any information provided to UT or prepared by or for UT, as applicable, in connection with this Agreement or the other Transaction Documents. MMC hereby disclaims, and UT hereby acknowledges and agrees that MMC shall not be subject to any Liability to UT resulting from UT's use of, such information, or any such other express or implied representations whether at Law or in equity, none of which shall have any legal effect.

4. **Representations of Reveille.**

Reveille hereby represents to UT as follows:

4.1. **Organization and Qualification.** Reveille (i) is a not-for-profit limited liability company duly organized, validly existing and in good standing under the Laws of the State of Tennessee and has all requisite power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted and (ii) is duly licensed or qualified to do business. Reveille has made available to UT copies of its Organizational Documents and all amendments thereto, which copies are true, correct and complete in all material respects.

4.2. **Authority Relative to this Agreement.** Reveille has all requisite power and authority, and has taken all requisite action to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a Party and to consummate the transactions contemplated by the Transaction Documents in accordance with the terms of the Transaction Documents. This Agreement has been, and each other Transaction Document (as applicable) when executed and delivered will be, duly and validly executed and delivered by Reveille and, assuming the due authorization, execution and delivery by UT of the Transaction Documents to which it is a Party, this Agreement constitutes (and each other Transaction Document to which Reveille (as applicable) is a Party when executed will be) a valid, legal and binding agreement of Reveille, enforceable against Reveille in accordance with its terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4.3. **Consents and Approvals; No Violations; Licenses.**

(a) No filing with or notice to, and no permit, declaration, Order, registration or Consent of, any Governmental Entity or any other third party is required to be made or obtained by or on the part of Reveille for the execution, delivery and performance by Reveille of any of the Transaction Documents (as applicable) or the consummation by Reveille of the transactions contemplated by the Transaction Documents, except: (i) the filings, notices, permits, declarations, Orders, registrations, Consents, or actions listed in Schedule 4.3(a) or (ii) any such filings, notices, permits, registrations or Consents, the failure to make or obtain would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

(b) Assuming compliance with the items described in Section 4.3(a), neither the execution, delivery or performance of the Transaction Documents by Reveille nor the consummation by Reveille of the transactions contemplated by the Transaction Documents will: (i) conflict with or result in any breach or violation of

any provision of the Organizational Documents of Reveille, (ii) conflict with or result in a breach or violation of, or constitute (with or without due notice or lapse of time or both) a default under, or give rise to the creation of any Lien, except for Permitted Liens, or any right of termination, amendment, cancellation or acceleration under any Contract to which Reveille is a Party or otherwise bound, or (iii) violate or give rise to a loss of benefit under any Law applicable to the operation of Reveille except in the case of the foregoing clauses (ii) or (iii) for breaches, violations, defaults, Liens or other rights that would not have a Material Adverse Effect.

5. Representations of UT

UT hereby represents to MMC as follows:

5.1. Organization and Qualification. UT is a land-grant institution authorized by legislative authority of the State of Tennessee. UT has all requisite organizational power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted. UT has made available to MMC copies of its Organizational Documents and all amendments thereto, which copies are true, correct and complete in all material respects.

5.2. Authority Relative to this Agreement. UT and its respective authorized Representatives, including the signatories to this Agreement and the other Transaction Documents (as applicable), has all requisite power and authority, and has taken all requisite action to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated by the Transaction Documents in accordance with the terms of the Transaction Documents. This Agreement has been, and each other Transaction Document when executed and delivered will be, duly and validly executed and delivered by each of UT, respectively (and as applicable) and, assuming the due authorization, execution and delivery by MMC of the Transaction Documents to which MMC is a party, this Agreement constitutes (and each other Transaction Document to which UT is a party when executed will be) a valid, legal and binding agreement of UT, enforceable against UT in accordance with its terms, subject, as to the enforcement of remedies, to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

5.3. Consents and Approvals; No Violations; Licenses.

(a) No filing with or notice to, and no permit, declaration, Order, registration or Consent of, any Governmental Entity is required to be made or obtained by or on the part of any of UT for the execution, delivery and performance by any of them of any of the Transaction Documents (as applicable) or the consummation by any of them of the transactions contemplated by the Transaction Documents, except: (i) compliance with the applicable requirements of the applicable Education

Requirements listed on Schedule 5.3(a) or (ii) the filings, notices, permits, registrations or Consents listed on Schedule 5.3(a), the failure to make or obtain would not reasonably be expected to, individually or in the aggregate: (1) be material to the continued operation of MMC after the Closing Date or (2) materially affect the ability of any of UT to execute, deliver or perform the Transaction Documents to which it is a party or consummate the transactions contemplated by the Transaction Documents.

(b) Assuming compliance with the items described in clauses (i) through (iii) of Section 5.3(a), and except as set forth in Schedule 5.3(a) of the UT Disclosure Schedules, neither the execution, delivery or performance of the Transaction Documents by UT, nor the consummation by UT of the transactions contemplated by the Transaction Documents to which it is a party will: (i) conflict with or result in any breach or violation of any provision of the respective Organizational Documents of UT, or (ii) conflict with or result in a breach or violation of, or constitute (with or without due notice or lapse of time or both) a default under (or give rise to the creation of any Lien, except for Permitted Liens, or any right of termination, amendment, cancellation or acceleration under) any Law applicable to the operations of UT.

5.4. Brokers. No broker, finder or investment banker is or may be entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of UT.

5.5. Compliance with Laws. To the Knowledge of UT, UT has conducted its operations in all material respects in accordance with all Laws and Educational Requirements applicable to UT. To the Knowledge of UT, during the three (3) year period prior to the Effective Date, UT has not received any notice of any material violation or material default under any Law applicable to UT that remains uncured, or has not been dismissed without further Liability to UT or that could result in the failure of any of the conditions to Closing set forth in Section 8.1 (Conditions to Obligation of All Parties to Close) to be satisfied.

5.6. No Other Representations. The representations made in this Article 5 are the sole and exclusive representations being made by or on behalf of UT or any of its Affiliates and are exclusive of any other representations, including any implied warranties. Except for the representations expressly set forth in this Article 5, UT has not made, nor is it making, any express or implied representation regarding the accuracy, sufficiency or completeness of any information provided to MMC or prepared by or for MMC, as applicable, in connection with this Agreement or the other Transaction Documents. UT hereby disclaims, and MMC hereby acknowledges and agrees that UT shall not be subject to any Liability to MMC resulting from MMC's use of, such information, or any such other express or implied representations whether at Law or in equity, none of which shall have any legal effect.

6. Covenants

6.1. Access. From and after the Effective Date and until the Closing Date, MMC shall: (i) afford UT and its Representatives, at UT's sole cost and expense, reasonable access to the Institutional Assets and Books and Records that relate to, affect or support the Institutional Assets, during normal business hours, upon reasonable notice, consistent with applicable Law and in a manner so as not to interfere with the conduct of MMC and (ii) furnish to UT and its Representatives such additional financial and operating data and other information regarding MMC (or true, correct and complete copies thereof) as UT or any of its Representatives may from time to time reasonably request and in a manner as not to interfere with the conduct of MMC or any of the other businesses of MMC; provided, however, that MMC may withhold access to any document or information that is subject to any attorney client privilege or third-party confidentiality agreement.

6.2. Cooperation.

(a) Subject to the terms and conditions set forth in this Agreement, each Party shall use its respective commercially reasonable efforts to take, or cause to be taken, all actions, to file, or cause to be filed, all documents and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including: (i) the obtaining of all necessary actions or non-actions, waivers, Consents, clearances, decisions, declarations, approvals and, expirations or terminations of waiting periods from DOE, each Accrediting Body and other Educational Agency, and other Governmental Entities, and the making of all necessary registrations and filings and the taking of all steps as may be necessary to obtain any Educational Consents or satisfy any Educational Requirement and any other approval, clearance or waiver from, or to avoid an action or proceeding by, any Governmental Entity (all of the foregoing, collectively, the "**Governmental Consents**"), (ii) the obtaining of all Consents, authorizations, approvals or waivers from third parties, other than from Governmental Entities or Educational Agencies, necessary or advisable for consummation of the transactions contemplated hereby; provided, however, that such actions shall not require any Party or any of its Affiliates to commence or participate in any litigation or offer or grant any material accommodation (financial or otherwise) to any third party, and (iii) the execution and delivery of any additional instruments reasonably necessary to consummate the transactions contemplated this Agreement.

(b) Subject to the terms and conditions herein provided, and without limiting the foregoing, UT and MMC shall make or cause to be made, as soon as reasonably practicable, any appropriate notification filings, forms and submissions required under any Educational Requirements or other Laws with DOE, each Accrediting Body and other Educational Agency and each other Governmental Entity, in each case to the extent set forth in Exhibit C and on or prior to the applicable dates set forth therein.

(c) Each of the Parties shall use commercially reasonable efforts to prevent the occurrence of a Material Adverse Effect within its control.

6.3. Further Assurances. From time to time, from and after the Closing Date, each Party will reasonably cooperate with each other Party and execute and deliver (or cause to be executed and delivered) all instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as each of the Parties may reasonably request from time to time, consistent with the terms of this Agreement and at the cost of the requesting Party, in order to effectuate the transactions contemplated by the Transaction Documents.

6.4. Conduct of Business. From and after the Effective Date through the earlier of the Closing or the termination of this Agreement pursuant to Article 9 (Termination), except as: (i) otherwise contemplated by this Agreement or any Transaction Document, (ii) required by Law, (iii) necessary to consummate the transactions contemplated by the Transaction Documents, or (iv) as UT shall otherwise consent to in advance in writing (such consent not to be unreasonably withheld, conditioned or delayed), MMC shall: (1) operate in the ordinary course of business substantially as previously conducted during the prior twenty-four (24) month period, (2) use commercially reasonable efforts to preserve intact the Institutional Assets and maintain MMC's existing relations and goodwill with Governmental Entities, students, suppliers, creditors, Institutional Employees, lessors and agents, and (3) not, directly or indirectly, undertake any action intended to cause any of MMC's representations in Article 3 to be materially incorrect at the Closing (taking into account any Schedule Updates).

6.5. Public Announcements. Except as required by Law, each of the Parties shall (and shall cause their respective Affiliates and Representatives to) consult with the other Parties and obtain the prior written consent of the other Parties (which consent shall not be unreasonably conditioned, withheld or delayed) before issuing any press releases or any public statements or announcements with respect to this Agreement and the transactions contemplated by this Agreement; provided that, prior to any such release, statement or announcement as required by Law, the Person required to issue the release, statement or announcement shall allow the other Parties reasonable time to comment thereon in advance of such issuance; provided further, however, that, following the Closing, the Parties will issue a joint press release or public statements or announcement regarding this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, prior to the Closing, each of the Parties shall have the right to (a) discuss the transactions contemplated by this Agreement with students and prospective students of MMC and UT; and (b) provide disclosure regarding the resulting transition from MMC to UT to such students and prospective students.

6.6. Insurance. Up to the Closing Date, MMC shall maintain all of its current insurance policies (or replacement policies therefor) in types and amounts consistent with its past practice. On or before the Closing Date, MMC shall purchase, at its expense, an extended reporting endorsement (*i.e.*, tail coverage) with respect to any such MMC insurance policy written on a "claims made" basis, covering MMC (and Reveille, as applicable) and its Institutional Assets with respect

to matters covered by such policies occurring before the Closing Date but reported after the Closing Date.

6.7. New Campus Name. Upon closing, the New Campus shall be known as "University of Tennessee, Southern."

6.8. Tax Matters.

(a) UT and MMC hereby waive compliance with any "bulk sales" Law under any applicable uniform commercial code.

(b) Notwithstanding anything to the contrary in this Agreement, UT shall be responsible for, any transfer (including any indirect real estate transfer), documentary, stamp or similar Taxes, any "bulk sales", "bulk transfer" or similar Taxes and related fees ("**Transfer Taxes**") imposed on the sale or transfer of the Institutional Assets pursuant to this Agreement or the entering into of this Agreement. UT shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and if required by applicable Law, MMC shall, and shall cause its Affiliates to, join in the execution of any such Tax Returns and other documentation. The Parties will cooperate in timely making all filings, returns, reports and forms as may be required to comply with the provisions of applicable Law relating to Transfer Taxes, including in seeking any available exemption from or reduction of Transfer Taxes.

6.9. Schedule Updates; Certain Notices.

(a) Prior to the Closing Date, MMC shall supplement or amend the MMC Disclosure Schedules with respect to relevant matters hereafter arising or of which MMC obtains Knowledge after the date hereof (each, a "**Schedule Update**"). A disclosure in any Schedule Update reflecting a matter arising or otherwise becoming Known to MMC only after the date of this Agreement shall be deemed to be incorporated into and to supplement and amend the MMC Disclosure Schedules as of the date of this Agreement (if applicable) and the Closing Date; provided, however, that if such event, development or occurrence which is the subject of the Schedule Update constitutes or relates to something that has had a Material Adverse Effect, then UT shall have the right to terminate this Agreement to the extent provided in Section 9.1(c)(iii).

(b) UT and MMC, respectively, will promptly notify the other Party in writing of any perceived breach by such other Party or perceived Material Adverse Effect that it believes would cause it not to close pursuant to Section 8.2 (Conditions to UT's Obligation to Close) or Section 8.3 (Conditions to MMC's Obligation to Close) so that the Party receiving such notice has an opportunity to cure such perceived breach or Material Adverse Effect.

6.10. Exclusive Dealings. During the period from the Effective Date to the earlier of the Closing or the termination of this Agreement in accordance with its terms, MMC will not, directly or indirectly, enter into any definitive agreements, arrangements or understandings with any Person other than UT with respect to any transaction involving a contribution or other disposition of all or substantially all of the Institutional Assets or a business combination involving MMC.

7. Employment Matters.

7.1. Employees.

(a) UT will offer employment to all Institutional Employees, subject to standard hiring practices and background checks, on such terms and conditions of employment reasonably comparable to those enjoyed by such Institutional Employees prior to the Closing. The obligations of UT to hire Institutional Employees shall not be affected by virtue of the absence of any Institutional Employee as of the Closing Date due to any short-term disability, long-term disability or leave of absence.

(b) The Transferred Employees will be required to participate in the retirement program administered by the State of Tennessee and must abide by the State's post-retirement employment requirements. The Transferred Employees will also be eligible to participate in the voluntary benefits plans available to University of Tennessee employees. The Transferred Employees will not carry over retirement service credit but will carry forward all accrued leave from MMC to employment at UT.

(c) Nothing contained in this Agreement shall confer upon any MMC employee any right with respect to continued employment by UT after the Closing Date.

7.2. Welfare Benefit Claims. MMC shall retain all Liabilities under MMC Benefit Plans for payment of all medical, dental, vision, health, non-occupational short-term disability benefit and long-term disability benefit claims (collectively, "**Welfare Benefit Claims**") incurred under such plans prior to the Closing (or, in the case of Welfare Benefit Claims under any MMC Benefit Plan paid monthly in advance, through July 31, 2021) with respect to any Transferred Employee (or any dependent or beneficiary thereof). UT shall transition the Transferred Employees to employee benefit plans offered by UT as of the Closing or August 1, 2021 (as appropriate on a plan-by-plan basis to ensure that the Transferred Employees are neither double-covered nor subject to a coverage gap for Welfare Benefit Claims) and UT shall be liable for payment of all Welfare Benefit Claims incurred on or after the Closing under plans offered through UT with respect to any Transferred Employee (or any dependent or beneficiary thereof). For purposes of the foregoing, a Welfare Benefit Claim shall be deemed to be incurred as follows: (i) for Welfare Benefit Claims under plans of life, accidental death and dismemberment, business travel accident or long-term disability insurance, upon the death, disability or accident giving rise to such benefits, (ii) for Welfare Benefit Claims under plans of health, dental, prescription drug or vision insurance

(including in respect of any hospital confinement), upon the provision of services, materials or supplies subject to such plans, and (iii) for Welfare Benefit Claims under plans of non-occupational short-term disability insurance, upon the initiation of any claim for such benefit payment.

7.3. Workers Compensation. MMC shall be responsible for all claims for workers compensation benefits that are incurred prior to the Closing Date by any Transferred Employee. UT shall be responsible for all claims for workers compensation benefits that are incurred on or after the Closing by any Transferred Employee, through the State's workers compensation program. A claim for workers compensation benefits shall be deemed to be incurred when the event giving rise to the claim (the "**Workers Compensation Event**") occurs.

7.4. Faculty Tenure. Upon the recommendation of the President of the University of Tennessee, and by positive action of the UT Board as set forth in the UT Board's approval of the terms of this Agreement, the faculty members listed on Schedule 7.4 are hereby awarded tenure upon initial appointment at the New Campus, pursuant to Board Policy BT0006, Article II, Section B, in the departments identified in Schedule 7.4.

7.5. Chancellor. Mark La Branche, D. Min., shall be presented to the UT Board for approval as the chancellor of the New Campus.

7.6. Governance. Following the Closing, the New Campus will be governed by the UT Board. In a session of the Tennessee General Assembly after the Closing, UT will seek legislative approval for the New Campus to have an advisory board as set forth in Tenn. Code Ann. §§ 49-9-501 to 49-9-503. With respect to the initial advisory board for the New Campus, UT will submit to the Governor of Tennessee the name of one person designated by the MMC Board of Trustees to serve on such advisory board; provided, however, the Parties acknowledge that the Governor has the sole authority to appoint all such advisory board members.

7.7. Transition and Operations Support. Exhibit D sets forth certain transition and operations support obligations of UT, including the manner in which such support will be provided by UT, as applicable.

8. Conditions to Obligations to Close.

8.1. Conditions to Obligation of All Parties to Close. The respective obligations of each Party to consummate the transactions contemplated by this Agreement are subject to the satisfaction or written waiver of each Party, in its sole discretion, on or prior to the Closing Date, of the following conditions.

- (a) No Action by any Governmental Entity that seeks to prevent or enjoin the

consummation of the transactions contemplated by the Transaction Documents shall have been commenced and be continuing.

(b) No Law or Educational Requirement shall have been enacted, entered or promulgated and remain in effect that prohibits, makes illegal or otherwise prevents the consummation of the transactions contemplated by this Agreement.

(c) All Governmental Consents to the transactions contemplated by this Agreement that are set forth on Exhibit C (Closing Governmental Consents) shall have been obtained, in form and substance reasonably satisfactory to each of UT and MMC.

(d) The Tennessee Annual Conference of the United Methodist Church shall have changed the connectional relationship between MMC and the United Methodist Church, in form and substance reasonably satisfactory to UT.

8.2. Conditions to UT's Obligation to Close. UT's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction by MMC, or written waiver by UT in its sole discretion, on or prior to the Closing Date, of all of the following conditions:

(a) The representations of MMC contained in Article 3 shall be true and correct in all material respects as of the Closing Date (taking into account any Schedule Updates) with the same effect as though made at and as of such date (except for those representations that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date).

(b) The covenants and agreements of MMC to be performed as of the Closing Date in accordance with this Agreement shall have been performed in all material respects.

(c) MMC shall have executed and delivered to UT each of the Transaction Documents to which it is a party.

(d) UT shall have received each other delivery required to be made to UT pursuant to Section 2.3.

8.3. Conditions to MMC's Obligation to Close. The obligations of MMC to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction by UT, or written waiver of MMC in its sole discretion, on or prior to the Closing Date, of all of the following conditions:

(a) The representations of UT contained in Article 5 shall be true and correct in all material respects as of the Closing Date (taking into account any Schedule Updates) with the same effect as though made at and as of such date (except for those representations that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date).

(b) The covenants and agreements of UT to be performed as of the Closing Date in accordance with this Agreement shall have been performed in all material respects.

(c) UT shall have executed and delivered to MMC each of the Transaction Documents to which it is a party.

(d) MMC shall have received each other delivery required to be made to MMC pursuant to Section 2.4.

9. Termination.

9.1. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of MMC and UT; or

(b) by either MMC or UT, if:

(i) the Closing shall not have occurred on or before 11:59 p.m. Eastern Time on August 1, 2021 (the “**End Date**”);

(ii) any applicable Law or Educational Requirement permanently restrains, enjoins, prohibits or makes illegal the consummation of the transactions contemplated by this Agreement, and such Law or Educational Requirement becomes effective (and final and non-appealable);

(iii) any Governmental Entity or Educational Agency refuses to grant or issue a Governmental Consent set forth on Exhibit C, and such refusal is non-appealable;

(c) by UT if:

(i) UT is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by MMC pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 8 and such breach, inaccuracy or failure cannot be cured by MMC by the End Date;

(ii) any of the conditions set forth in Section 8.1 or Section 8.2 shall not have been fulfilled by the End Date, unless such failure is due to the failure of UT to perform or comply with any of the covenants or agreements hereof to be performed or complied with by it prior to the Closing; or

(iii) MMC has suffered a Material Adverse Effect that is not cured to UT's reasonable satisfaction within thirty (30) days of the date that MMC has Knowledge of the same; provided, however, that if UT does not exercise its right to terminate this Agreement pursuant to this Section 9.1(c)(iii) within five (5) Business Days of the earlier of (A) the date that MMC notifies UT that the Material Adverse Effect is not curable, or (B) the 30th day following the date that MMC has Knowledge of the Material Adverse Effect (provided that UT shall have had at least five (5) Business Days from receipt of notice from MMC of the occurrence of the Material Adverse Effect), then UT shall be deemed to have irrevocably waived any right to terminate this Agreement as a result of the occurrence of such Material Adverse Effect.

(d) by MMC if:

(i) MMC is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by UT pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 8 and such breach, inaccuracy or failure cannot be cured by UT by the End Date;

(ii) any of the conditions set forth in Section 8.1 or Section 8.3 shall not have been fulfilled by the End Date, unless such failure is due to the failure of MMC to perform or comply with any of the covenants or agreements hereof to be performed or complied with by it prior to the Closing; or

(iii) UT has suffered a Material Adverse Effect that is not cured to MMC's reasonable satisfaction within thirty (30) days of the date that UT has Knowledge of the same; provided, however, that if UT does not exercise its right to terminate this Agreement pursuant to this Section 9.1(d)(iii) within five (5) Business Days of the earlier of (A) the date that MMC notifies UT that the Material Adverse Effect is not curable, or (B) the 30th day following the date that MMC has Knowledge of the Material Adverse Effect (provided that MMC shall have had at least five (5) Business Days from receipt of notice from UT of the occurrence of the Material Adverse Effect), then MMC shall be deemed to have irrevocably waived any right to terminate this Agreement as a result of the occurrence of such Material Adverse Effect.

9.2. Notice of Termination. In the event of termination of this Agreement by either or both of MMC and UT pursuant to Section 9.1, written notice of such termination shall be given by the terminating Party to the other Party. If this Agreement so terminates, it shall become null and void and have no further force or effect, except as provided in Section 9.3.

9.3. Effect of Termination. Notwithstanding anything to the contrary in this Agreement, in the event of termination of this Agreement by either or both of MMC and UT pursuant to Section 9.1,

this Agreement shall terminate and become void and have no effect, and there shall be no Liability on the part of any Party, except as set forth in Article 10.

10. General.

10.1. Survival. None of the representations and warranties contained in this Agreement or in any instrument delivered under this Agreement will survive the Closing Date or any earlier termination of this Agreement. This Section 10.1 does not limit any covenant or agreement of the Parties contained in this Agreement that, necessarily or by its terms, contemplates performance after the Closing Date.

10.2. Exclusive Remedies. The Parties' sole and exclusive remedy with respect to any and all claims for any breach of, or inaccuracy in, any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be the right to terminate this Agreement pursuant to Article 9 except with respect to any covenant or agreement of the Parties contained in this Agreement that, necessarily or by its terms, contemplates performance after the Closing Date. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of, or inaccuracy in, any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Party arising under or based upon any Law, except for each Party's rights to terminate this Agreement under Article 9 with respect to periods before the Closing Date. Notwithstanding any other provision of this Agreement, UT's sole source of recovery after Closing for any breach of this Agreement by MMC or Reville shall be limited to the Institutional Assets and/or any applicable insurance policies.

10.3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to each of the other Parties. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in ".pdf" form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

10.4. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the Laws of the State of Tennessee. Venue for any action against UT arising from this Agreement shall be in the Tennessee Claims Commission, Tenn. Code Ann. § 9-8-301, and venue for any action against MMC arising from this Agreement shall be in the federal and state courts with jurisdiction over Giles County, Tennessee.

10.5. Entire Agreement; No Third-Party Beneficiaries. This Agreement and the other

Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter of this Agreement and such other Transaction Documents and supersede any prior discussions, correspondence, negotiations, proposed term sheet, agreements, understandings or arrangements with respect thereto. There are no agreements, understandings, representations or warranties among the Parties other than those set forth in this Agreement or in the other Transaction Documents. Nothing in this Agreement, whether express or implied, is intended to confer in or on behalf of any Person not a Party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof.

10.6. Expenses. Except as set forth in this Agreement, whether the transactions contemplated by this Agreement are consummated or not, all legal and other costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the Party incurring such costs and expenses. Notwithstanding the foregoing, UT shall pay all costs related to conveyance of the Transferred Real Property, including, without limitation, title insurance premiums.

10.7. Notices. All notices, requests, demands and other communications permitted or required to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed conclusively to have been given: (i) when personally delivered, (ii) when sent by electronic mail (with hard copy to follow in accordance with subclauses (i), (iii) or (iv)) during a Business Day (or on the next Business Day if sent after the close of normal business hours or on any non-Business Day), (iii) one Business Day after being sent by reputable overnight express courier (charges prepaid), or (iv) three Business Days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, requests, demands and communications to the Parties shall be sent to the following addresses:

(a) If to UT: David L. Miller, Sr. VP & Chief Financial Officer
davidmiller@tennessee.edu
 University of Tennessee
 709 Andy Holt Tower
 Knoxville, Tennessee 37996-1704

with a copy to: Ryan Stinnett, General Counsel
ryanstinnett@tennessee.edu
 University of Tennessee
 719 Andy Holt Tower
 Knoxville, Tennessee 37996-1704

- (b) If to MMC: Dr. Mark La Branche, President
mlabranche@martinmethodist.edu
 Richard F. Warren, Jr., Chairman, Board of Trustees
rwarren@bradley.com
 Martin Methodist College
 433 West Madison Street
 Pulaski, Tennessee 38478

with a copy to: Sherrard Roe Voigt & Harbison, PLC
 Eric G. Osborne, eosborne@srvhlaw.com
 Mark A. Ison, mison@srvhlaw.com
 Gregory J. Pease, gpease@srvhlaw.com
 150 3rd Avenue South, Suite 1100
 Nashville, Tennessee 37201

- (c) If to Reveille: Reveille Properties, LLC
 433 West Madison Street
 Pulaski, Tennessee 38478

with a copy to: Sherrard Roe Voigt & Harbison, PLC
 Eric G. Osborne, eosborne@srvhlaw.com
 Mark A. Ison, mison@srvhlaw.com
 Gregory J. Pease, gpease@srvhlaw.com
 150 3rd Avenue South, Suite 1100
 Nashville, Tennessee 37201

10.8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that no Party to this Agreement will assign its rights or delegate any or all of its obligations under this Agreement without the express prior written consent of each other Party to this Agreement.

10.9. Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by an authorized representative of the Party against whom enforcement of any such modification or amendment is sought. A Party may waive compliance or performance by another Party with any term or provision of this Agreement. Any such waiver shall only be made by an instrument or instruments in writing signed by the Party waiving such compliance or performance. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of such rights and the waiver by any Party of any one breach shall not be construed as a waiver of any other or subsequent breach.

10.10. Severability. If any term, provision, covenant or restriction of this Agreement is

determined by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

10.11. No Admission. Nothing herein or in any schedule, exhibit or other Transaction Document delivered in connection with this Agreement shall be deemed an admission by MMC or any of its Affiliates, in any Action or proceeding, that MMC or any of its Affiliates or any third party is or is not in breach or violation of, or in default in, the performance or observance of any term or provisions of any Contract.

10.12. No Recourse. All Actions or Liabilities (whether in contract or in tort, in Law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) that may be based upon, in respect of, arise under, out of or by reason of, be connected with, or relate in any manner to: (a) this Agreement, (b) the negotiation, execution or performance of this Agreement (including any representation made in, in connection with, or as an inducement to, this Agreement), (c) any breach of this Agreement, or (d) any failure of the transactions contemplated by this Agreement to be consummated, may be made only against (and are those solely of) the Persons that are expressly identified as "Parties" to this Agreement and their respective successors and assigns. No other Person, including any director, officer, employee, incorporator, member, partner, manager, stockholder, option holder, Affiliate, agent, attorney or Representative of, or any financial advisor or lender to, any Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or Representative of, or any financial advisor or lender to, any of the foregoing shall have any Liabilities (whether in contract or in tort, in Law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) arising under, out of, or in connection with, or related in any manner to, the items in the immediately preceding clauses (a) through (d).

10.13. No Waiver. The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by Law or in equity does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by Law prevents further exercise of the right or remedy or the exercise of another right or remedy. The Parties' respective rights or remedies contained in this Agreement are cumulative and not exclusive of rights or remedies provided by Law.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

MARTIN METHODIST COLLEGE

By: _____

Name: Richard F. Warren, Jr.

Title: Chairman, Board of Trustees

REVEILLE PROPERTIES, LLC

By: _____

Name: _____

Title: _____

THE UNIVERSITY OF TENNESSEE

By: _____

Name: _____

Title: _____

EXHIBIT A**DEFINITIONS**

“Academic Functions” means the functions, responsibilities and duties performed in the ordinary course of business in support of the academic operations of MMC, consisting of: (a) maintenance of the office of President/Provost and of an academic operations management team, (b) establishing standards for student admission and oversight of the admissions process, (c) establishing academic standards and measures of student performance for program offerings, as well as requirements for awarding degrees, (d) creation and maintenance of curriculum course materials for program offerings, (e) management of student records through an office of the registrar, (f) management of instructors and professors, (g) offering of various student support services, including career services, maintenance of a library, and services for disabled students, and (h) procurement and maintenance of all required educational approvals and provision of reporting and analysis as needed to meet regulatory and accreditation requirements.

“Accrediting Body” means any Person, whether private or quasi-private, whether foreign or domestic, which engages in the granting or withholding of accreditation of post-secondary institutions or their educational programs in accordance with standards and requirements relating to the performance, operations, financial condition and/or academic standards of such institutions.

“Action” means any action, claim (including any cross-claim or counterclaim), lawsuit, complaint, charge, arbitration, litigation, proceeding or hearing by or before a court, Governmental Entity or arbitral tribunal, whether at law or in equity.

“Affiliate” means, (a) with respect to any Person, any other Person that directly, or through one or more intermediaries, controls, is controlled by or is under common control with such Person; and (b) in the case of UT, any such Party or other Person that directly, or through one or more intermediaries, is a support organization for, or exists for the benefit of, UT. For purposes hereof, “control” shall mean, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise (and the terms “controlled by” and “under common control with” shall have correlative meanings).

“Agreement” has the meaning in the Prologue.

“Assumed Debt” has the meaning in Section 1.1(d).

“Assumed Liabilities” has the meaning in Section 1.5(c).

“Assumed Payables” has the meaning in Section 1.5(a).

“Audited Financial Statements” has the meaning in Section 3.4(a).

“Benefit Plan” means an “employee benefit plan” (as such term is defined in Section 3(3) of ERISA), and any other profit-sharing, bonus, commission, long-term incentive, stock option, employee stock purchase, employee stock ownership, other equity compensation, retention, employment, change-of-control, pension, redundancy, retirement, supplemental retirement, severance, termination indemnity, length-of-service payment or benefit, deferred compensation, excess benefit, supplemental unemployment, post-retirement welfare, welfare, other incentive, sabbatical, sick leave, long-term disability, medical, hospitalization, life insurance, other insurance, loan, or employee benefit plan, policy or agreement (including any employment agreement), whether formal or informal, oral or written.

“Books and Records” means originals (or true, correct and complete copies) of all business, accounting, Tax and financial records, files, lists, ledgers, correspondence, studies, reports databases and other documents (whether in hard copy, electronic or other form), including: (a) all analysis reports, advertising, promotional and marketing materials and creative material and (b) all records and lists relating to customers, vendors or personnel (including customer lists or databases, vendor lists or databases, mailing lists or databases, e-mail address lists or databases, recipient lists or databases, sales records, credit information, correspondence with customers, customer files and account histories, supply lists and records of purchases from and correspondence with vendors), but shall exclude the Student Records.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in Nashville, Tennessee are authorized or obligated by Law or executive order to remain closed.

“Cash” means, as of the date of determination, without duplication, all cash and cash equivalents.

“Closing” has the meaning in Section 1.1.

“Closing Date” has the meaning in Section 2.2.

“Closing Instruments” means (i) each delivery required to be made to UT pursuant to Section 2.3, and (ii) each delivery required to be made to MMC pursuant to Section 2.4.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Consent” means a consent, authorization, Order or approval of, or filing or registration with, or notification to any Person not a Party to this Agreement, including any Governmental Entity.

“Contract” means any written agreement, contract, subcontract, indenture, deed of trust, note, bond, mortgage, lease, sublease, concession, franchise, license, sublicense, commitment, guarantee, sale or purchase order, undertaking or other instrument, arrangement or understanding of any kind, but excluding any Educational Approval.

“DOE” means the United States Department of Education.

“Educational Agency” means any Person, whether governmental, government chartered, private, or quasi-private, that engages in granting or withholding approvals for, or otherwise regulates, post-secondary educational institutions, their agents or employees in accordance with standards relating to performance, operation, financial condition or academic standards of such institutions, and the provision of financial assistance to such institutions or students attending such institutions, including DOE, any Accrediting Body, the U.S. Department of Veterans’ Affairs, and state educational agencies.

“Educational Approval” means any license, permit, approval, authorization, certificate or accreditation issued or required to be issued by an Educational Agency to a Person with respect to any aspect of such Person’s operations subject to the oversight of such Educational Agency or the participation of such Person in Student Financial Assistance Programs.

“Educational Consents” means all Consents required in order to consummate the transactions contemplated by this Agreement and the ongoing operation of MMC following the Closing pursuant to all applicable Educational Requirements.

“Educational Requirements” means all applicable Laws and Accrediting Body standards relating to or administered by any Educational Agency or relating to any Student Financial Assistance Program, grants or loans, including all statutory and regulatory provisions related to the Title IV Programs.

“Effective Date” has the meaning in the Prologue.

“End Date” has the meaning in Section 9.1(b).

“Excluded Assets” has the meaning in Section 1.4.

“Excluded Cash” has the meaning in Section 1.4.

“GAAP” means generally accepted accounting principles as in effect in the United States of America at the time the applicable financial statements were prepared, consistently applied.

“Governmental Consent” has the meaning in Section 6.2(a).

“Governmental Entity” means any court, administrative agency, commission or other governmental authority, body or instrumentality, or any supranational, national, federal, state, provincial, local, municipal, domestic or foreign government or governmental or regulatory authority or any self-regulatory authority or arbitral or similar forum of any nature, including any agency, branch, bureau, commission, department, entity, official or political subdivision, whether domestic or foreign, but excluding any Educational Agency.

“HEA” means the Higher Education Act of 1965, as amended, and the rules and regulations thereunder.

“Institutional Assets” has the meaning in Section 1.1.

“Institutional Employees” has the meaning in Section 1.2.

“IRS” means the Internal Revenue Service.

“Intellectual Property” means all trademarks, copyrights, works of authorship, designs, emblems and logos, trade secrets, franchises, franchise rights, customer and supplier lists, and related identifying information, business and product names, slogans, taglines, rights of publicity, improvements, processes, procedures, specifications, technology, methodologies, computer software, firmware, development tools, flow charts, annotations, Internet or World Wide Web addresses, sites and domain names, social media names, app names, all databases and data collections and all rights therein, graphics, business or marketing plans or projections, market surveys, and any other confidential, intellectual and proprietary right or information, in each case whether or not subject to statutory registration, as each of the foregoing rights may arise anywhere in the world, and all related technical information, and all unregistered rights, pending applications and registrations related to any of the foregoing in the United States and in all foreign countries and under all international systems, conventions and treaties, and all goodwill associated with any of the foregoing, and the right to sue and recover for past infringement, if any, in connection with any of the foregoing, and all documents, records, files, and other physical or electronic media on which any of the foregoing is stored.

“Knowledge” means, (a) with respect to MMC, the actual knowledge of either or both of Mark La Branche and Robby Shelton, and (b) with respect to UT, the actual knowledge of either or both of Randy Boyd and David Miller, with respect to each of (a) through (b), such knowledge as the named individuals would reasonably be expected to have if he had made due and reasonable inquiry of his immediate subordinates.

“Law” means any federal, national, supranational, state, provincial, local, municipal, administrative or foreign law (including common law), constitution, treaty, statute, ordinance (including zoning),

rule, regulation, judgment, resolution, executive order, code, Order, arbitration award, agency requirement of, or any license or permit issued by, any Governmental Entity, but excluding any Educational Requirement. Reference to any Law shall be construed as a reference to such Law as re-enacted, redesignated, amended or extended from time to time.

“Leased Real Property” has the meaning in Section 3.8(a).

“Liabilities” and **“Liability”** means any and all debts, liabilities, claims, demands, expenses, commitments of any nature, Losses and obligations, whether primary or secondary, direct or indirect, accrued or fixed, absolute or contingent, known or unknown, express or implied, matured or unmatured, liquidated or unliquidated, or determined or determinable, including those arising under any Law or Action and those arising under any Contract.

“Liens” means all liens (statutory or otherwise), mortgages, pledges, charges, licenses, security interests, purchase agreements, options, rights-of-way, easements, restrictions on transfer, title defects or other encumbrances.

“MMC” has the meaning in the Prologue.

“MMC Disclosure Schedules” means the schedules prepared and delivered by the MMC Parties corresponding to the representations of the MMC Parties set out in Articles 3 and 4, respectively.

“MMC Parties” has the meaning in the Prologue.

“Material Adverse Effect” means any event, development, circumstance, state of facts or effect that individually or in the aggregate will, or would reasonably be expected to: (i) prevent UT from operating MMC substantially as MMC operated MMC immediately prior to the Closing in all material respects; or (ii) cause a material adverse change to the financial condition or operations of MMC. Notwithstanding the foregoing or anything to the contrary in this Agreement, none of the following shall constitute, or shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: (1) changes in the economic conditions generally in the United States; (2) changes in the financial condition or operations of MMC resulting from events, developments, circumstances, facts or effects that apply to similarly situated institutions as MMC in the United States; (3) changes after the Effective Date in global or national political conditions, including the outbreak or escalation of hostilities or war, acts of terrorism, political instability, pandemics or other national or international calamity, crisis or emergency, or any governmental response to the foregoing; (4) changes in Law or accounting principles; (5) acts of God (including earthquakes, storms, fires, floods and natural catastrophes); (6) the termination and subsequent rehiring of personnel and employees contemplated by the Parties’ compliance with this Agreement; (7) any change, effect or circumstance resulting from the announcement of this Agreement; (8) any

change, effect or circumstance resulting from an action required or permitted by this Agreement; or (9) any matter of which UT is aware on the date hereof.

“New Campus” has the meaning in the Recitals.

“New Projects” has the meaning in Section 3.8(d).

“Non-Transferred Contracts” means all Contracts, other than the Transferred Contracts and Transferred Leases, to which MMC or Reveille is a party, that have been disclosed to UT in connection with the negotiation of this Agreement or UT’s preparation to operate the New Campus.

“Order” means any order, judgment, writ, injunction, stipulation, award or decree of any Governmental Entity.

“Organizational Documents” means: (a) the charter and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the operating agreement and the articles of organization of a limited liability company; (d) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (e) any amendment to any of the foregoing.

“Party(ies)” has the meaning in the Prologue.

“Permitted Liens” means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable and for which an applicable reserve has been made in accordance with GAAP and is expressly reflected on audited financial statements; (b) Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen and similar Liens arising or incurred in the ordinary course of business securing amounts that are not yet due and payable (or which are being disputed in the ordinary course of business) and for which an applicable reserve has been made and is expressly reflected on the audited financial statements; (c) in respect of the Leased Real Property, the terms and conditions of the applicable lease (and for the avoidance of doubt, any Liens affecting the interests of any other party(ies) to such lease); and (d) Liens listed as Permitted Liens on Schedule 3.6.

“Person” means any individual, partnership (general or limited), corporation, limited liability company, joint venture, association, or other form of business organization (whether or not regarded as a legal entity under applicable Law), trust or other entity or organization, including a Governmental Entity and an Accrediting Body.

“Program Participation Agreement” means the Program Participation Agreement described in 34 C.F.R. § 668.14.

“Representatives” means, with respect to any Person, the directors, officers, managers, employees, consultants, counsel, accountants, agents, advisors, equity holders and other representatives of such Person.

“Reveille” has the meaning in the Prologue.

“Retained Liabilities” has the meaning in Section 1.6.

“SACS” has the meaning in Section 3.12(e).

“Schedule Update” has the meaning in Section 6.9.

“Student Financial Assistance Program” means any form of student financial assistance, grants or loans administered by any Governmental Entity including the Title IV Programs, state grant or loan programs, and veterans’ education benefits administered by the U.S. Department of Veterans’ Affairs.

“Student Records” means originals (or, to the extent originals are not required by applicable Law to be retained, true, correct and complete copies) of all education records relating to students enrolled in MMC at any time prior to the Closing Date (including financial, class and transcript information for such students as well as correspondence with such students).

“Tax” means any and all taxes and all other charges, fees, duties, contributions, levies, assessments or Liabilities in the nature of a tax, whether disputed or not, imposed by any Governmental Entity, and any interest, fines, penalties, assessments or additions to tax imposed with respect to such items or any contest or dispute thereof.

“Tax Return” means any return, declaration, report, claim for refund or information return or statement filed or required to be filed with any taxing authority relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Title IV Programs” means the programs of federal student financial assistance administered pursuant to Title IV of the HEA.

“Transaction Documents” means this Agreement and any Closing Instruments and the Agreement between UT and MMC dated as of the Closing Date related to the Asset Purchase Agreement regarding FCC License between Fixed Wireless Holdings, LLC and MMC, dated May 28, 2021, and all of MMC’s associated rights in and to the FCC License applicable thereto and listed as an Excluded Asset on Schedule 1.4.

“Transfer Taxes” has the meaning in Section 6.8(b).

“Transferred Contracts” has the meaning in Section 1.1(c).

“Transferred Employee” means any Institutional Employee who becomes an employee of UT as of or immediately following the Closing.

“Transferred Leases” has the meaning in Section 1.1(e).

“Transferred Personal Property” has the meaning in Section 1.1(f).

“Transferred Real Property” has the meaning in Section 1.1(d).

“UT” has the meaning in the Prologue.

“UT Board” has the meaning in Section 2.4(b).

“UT Disclosure Schedules” means the schedules prepared and delivered by UT corresponding to the representations of UT set out in Article 5.

“Welfare Benefit Claims” has the meaning in Section 7.2.

“Workers Compensation Event” has the meaning in Section 7.3.

Exhibit B

Appropriations Bill

See attached applicable excerpt.

Exhibit C

Closing Governmental Consents

1. General Assembly of the State of Tennessee. Received. See Exhibit B, which is incorporated here by reference.
2. The Attorney General of the State of Tennessee. Received on May 26, 2021.
3. The United States Department of Education Notification for Title IV. Notice provided by email dated September 28, 2020.
4. State Building Commission of Tennessee. Received on [_____].
5. Tennessee School Bond Authority. Received on [_____].
6. Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) – Closing must occur within 30 days after approval by the SACSCOC Board of Trustees at its June 14-17, 2021 meeting. Received on [_____].
7. United States Health Resources and Services Administration (HRSA) approval to transfer lien. Received on [_____].

Exhibit D

Transition and Operations Support

1. One-time funding allocation of \$1,000,000 from the State of Tennessee for transition costs, with the first disbursement of such funds made on July 1, 2021.

DISCLOSURE SCHEDULES
to the
ASSET TRANSFER AND TRANSITION AGREEMENT
by and among
THE UNIVERSITY OF TENNESSEE,
MARTIN METHODIST COLLEGE
and
REVEILLE PROPERTIES, LLC

These schedules constitute the Disclosure Schedules contemplated by, and referenced in, that certain Asset Transfer and Transition Agreement, dated _____, 2021 (the “Agreement”), by and among the University of Tennessee (“UT”), Martin Methodist College (“MMC”) and Reveille Properties, LLC (“Reveille”). These Disclosure Schedules are incorporated into the Agreement and shall be deemed a part thereof. Capitalized terms used but not set forth herein shall have the meanings defined in the Agreement. The schedule numbers herein correspond to the section and subsection numbers of the representations and warranties or other provisions in the Agreement that are modified or supplemented by the disclosures. Each matter contained in any section of the Disclosure Schedules in a manner that makes its relevance to one or more other sections of the Disclosure Schedules reasonably apparent shall be deemed to have been appropriately included in each such other section of the Disclosure Schedules.

Schedule 1.1(c)**Transferred Contracts¹**

1. Agreement Number 1418987 between MMC and Vertical Communications, Inc. dated December 19, 2018, as amended by that certain Contract Add-On No. 1418987-001, dated July 1, 2019 and as further amended by that amendment dated _____.
2. Installation Agreement between Vertical Communications, Inc. and MMC covering installation of equipment at 433 W. Madison St. Pulaski, Tennessee 38478-2716, dated December 19, 2018, as amended by that amendment dated _____.
3. Cost Per Copy Agreement between RJ Young Company and MMC dated July 31, 2019.
4. [Undated Program Participation Agreement by and between MMC and the U.S. Dept. of Education regarding certain federal financial assistance programs.]²
5. Use Agreement between the Tennessee Student Assistance Corporation and MMC, dated August 19, 2020.
6. Articulation/Transfer Agreement by MMC and Columbia State Community College dated April 27, 2017.
7. Articulation/Transfer Agreement between MMC and Motlow State Community College dated April 25, 2017.
8. Clinical Affiliation Agreement between MMC Division of Nursing and Athens-Limestone Hospital dated February 13, 2015.
9. Clinical Affiliation Agreement between MMC Division of Nursing and Behavioral Healthcare Center at Columbia dated May 20, 2015.
10. Clinical Affiliation Agreement between MMC Division of Nursing and Caris Healthcare, LP/Columbia dated October 11, 2017.
11. Clinical Affiliation Agreement between MMC Division of Nursing and Lincoln Health System dated October, 2020.
12. Clinical Affiliation Agreement between MMC Division of Nursing and Maury Regional Hospital & Affiliates dated May 9, 2016.
13. Clinical Affiliation Agreement between MMC Division of Nursing and Meadowbrook Health & Rehabilitation Center, Inc. dated July 15, 2015.
14. Clinical Affiliation Agreement between MMC Division of Nursing and NHC Healthcare, Pulaski dated October, 2020.
15. Clinical Affiliation Agreement between MMC Division of Nursing and Riverside Christian Academy dated September 7, 2018.
16. Undated Clinical Affiliation Agreement between MMC Division of Nursing and Hillside Hospital, LLC d/b/a Southern Tennessee Regional Health System – Pulaski.
17. Clinical Affiliation Agreement between MMC Division of Nursing and Tennessee Department of Health dated December 8, 2015.
18. Credit Reporting Agreement between MMC and S&S Recovery dated May 15, 2017.
19. Service and Retreatment Contract between 2Spray Pest Control and MMC dated June 4, 2020.
20. Membership and Subscription Agreement between MMC and National Research Center for College and University Admissions dated June 27, 2019.
21. Systems and Pricing Proposal Agreement between MMC and MBS Systems dated February 14, 2019.
22. Master Services Agreement and Addendum between MMC Bookstore and Paymetric, Inc. dated December 4 and 7, 2017.

¹ SRVH Note: UT please provide update of any Contracts that have been amended prior to the Closing Date.

² SRVH Note: This agreement may be amended prior to the Closing Date.

23. Product Lease Agreement between MMC and Mail Finance, a Neopost USA Company dated July 25, 2018.
24. Internet & Voice Bundle Agreement between Martin Methodist and AT&T dated June 9, 2020.
25. License and Support Agreement between MMC and Three Rivers Systems, Inc. dated April 21, 2015.
26. Agreement between MMC and Metz Culinary Management, Inc., dated June 18, 2015, as amended May 11, 2016, August 15, 2017, May 31, 2018, September 11, 2019, and February 24, 2020.
27. Agreement between MMC and National Management Resources Corporation dated June 10, 2020.
28. Title III Evaluation Contract between Paul T. Bucci PhD LLC and MMC dated November 1, 2020.
29. Special Laundry Service and Maintenance Agreement between Caldwell & Gregory, Inc. and MMC, dated September 5, 2007.
30. Undated click-through agreement between Cowan Benefit Services, Inc. and MMC regarding the Ascentis Payroll Services.
31. Investment and Authorization Agreement between MMC and Mongoose dated November 7, 2019.
32. Master Agreement between MMC and Element451, Inc., dated April 6, 2021.
33. Contract for Medical Oversight between Dr. Donald Vollmer and MMC, dated January 23, 2019.

Schedule 1.1(d)**Transferred Real Property; Assumed Real Property Debt; Real Property Debt To Be Retired****Transferred Real Property**

1. All right, title and interest in, and the fixtures and appurtenances to all real property located at the following addresses:

Building	Street Address	City	State	Description of Building	Year Built / Reno	Sq Ft
1	625 West Madison St.	PULASKI	TN	CLINIC	1950/2013	1,736
2	Kermit Smith Dr.	PULASKI	TN	CURRY CHRISTIAN LIFE CENTER	1983/2008	37,000
3	619 West Madison St	PULASKI	TN	APARTMENT A - STUDENT APARTMENT	2005	21,360
4	617 West Madison St	PULASKI	TN	APARTMENT B - STUDENT APARTMENT	2005	19,078
5	500 West Madison St.	PULASKI	TN	TURNER BUILDING	1900/2001	2,316
6	113-25 N. 5th St.	PULASKI	TN	CRISWELL HALL	1964/2019	31,000
7	453 N. 5th St.	PULASKI	TN	STUDENT UNION BUILDING	1968/2018	12,000
8	420 West Madison St.	PULASKI	TN	ABERNATHY HOUSE	1900/2016	1,812
9	328 West Madison St.	PULASKI	TN	UPPERMAN HALL	1951/1970	46,000
10	314 West Madison ST.	PULASKI	TN	CARRIAGE HOUSE	1996/2002	1,100
11	318 West Madison St.	PULASKI	TN	COLONIAL HALL - ADMIN BUILDING	1996/2002	14,300
12	315 West Madison St.	PULASKI	TN	BARTON ENTRANCE GATES	2002	
13	204 South 3rd St.	PULASKI	TN	OAKWOOD STUDENT APARTMENTS	1989/2009	12,960
14	411 West Madison St.	PULASKI	TN	JOHNSTON CENTER-LIBRARY/CLASSROOMS	1976	32,000
15	423 West Madison St.	PULASKI	TN	GAULT FINE ARTS BUILDING	1931/2009	11,284
16	425 West Madison St.	PULASKI	TN	ANDREWS SCIENCE BUILDING	1959/2009/2019	12,500
17	433 West Madison St.	PULASKI	TN	MARTIN HALL	1957/2018	20,000
18	Campus Green	PULASKI	TN	GRISSOM GAZEBO	1973	
19	429 West Flower St.	PULASKI	TN	PRESIDENTS HOUSE	1909/2017	1,600

20	616 West Flower St.	PULASKI	TN	MAINTENANCE SHOP	1945/2018	1,200
21	622 West Flower St.	PULASKI	TN	RED HAWK BOOKSTORE	1951/2004	1,600
22	139 North 4th Street	PULASKI	TN	ART STUDIO (GARAGE)	2016	1,250
23	408 West Madison St.	PULASKI	TN	Reveille Home	1868/2017	3,295
24	1238 East College St	PULASKI	TN	EAST CAMPUS INDOOR PRACTICE FACILITY	2012	13,185
25	1234 E COLLEGE ST	PULASKI	TN	10 LIGHTPOLES	2012	
26	1234 E COLLEGE ST	PULASKI	TN	BLEACHERS/PRESSBOXES	2012	
27	1234 E COLLEGE ST	PULASKI	TN	4 DUGOUTS	2012	
28	1234 E COLLEGE ST	PULASKI	TN	FENCING	2012	
29	1234 E COLLEGE ST	PULASKI	TN	3 SCOREBOARDS	2012	
31	"111 N 1ST ST"	PULASKI	TN	Maker Lab- We rent this space (Contents only)		
32	205 S 6th Street	PULASKI	TN	Residential Housing	2020	1,450
33	204 S 5th Street	PULASKI	TN	Residential Housing	2020	1,200
34	1238 East College ST	PULASKI	TN	44 acres	1996	
35	Behind the Gym	PULASKI	TN	Coaches Trailer		2,000
36	606 West Madison	PULASKI	TN	House was knocked down - Lot only	2020	
37	612 West Madison	PULASKI	TN	Lot only	2004	
38	115 S. 4TH ST	PULASKI	TN	Criminal Justice House/offices	1910/2019	1,293
39	South 4th Street	PULASKI	TN	parking lot on corner of Madison & S 4th ST		
40	514 West Madison St	PULASKI	TN	Residential Housing - Security	1920/2019	1,352

Assumed Real Property Debt / Real Property Debt to be Retired

1. Liens arising from that certain Promissory Note, dated December 19, 2018, issued by Reveille Properties LLC as borrower to United States of America – Department of Agriculture, in the original principal amount of \$7,000,000 (the “USDA Loan”). All costs and expenses, including fees of Raymond James, associated with the USDA Loan to be paid by UT. UT to pay off the USDA Loan at Closing and to obtain termination of the associated UCC 3.
2. Liens arising from that certain Notice of Federal Interest, dated August 26, 2010, from United States Health Resources and Services Administration to MMC, regarding lien on the Andrew Sciences Building. All associated costs and expenses to be paid by UT.

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3.2

3. Line of Credit, loan number 427863700, by First National Bank in favor of MMC dated October 13, 2017 with final maturity date of October 13, 2023, secured by liens on certain MMC real property described on Exhibit A of that certain Open End Deed of Trust, dated October 13, 2017, by MMC as Grantor. Maximum borrowing under the Line of Credit is \$3,300,000. MMC anticipates terminating the line of credit on or before June 30, 2021, at which time there will be a zero balance.

Schedule 1.1(e)

Transferred Leases

1. Commercial Lease between Stanley K. Pierchoski and Tammy Lynn Morey-Pierchoski, Co-Trustees of The Pierchoski Living Trust and MMC, dated December 1, 2019, for 111 North First Street, Pulaski, Giles County, Tennessee 38478.

Schedule 1.2**Institutional Employees**

Employee Name	Organizational Unit
Adams, Jennifer	Music
Adcock, Clara Winifred	Technology
Atutey, Olivia A.	Div of Mathematics & Science
Augustin, Caitlin Manies	Library
Aust, Jennifer Katherine	Div of Mathematics & Science
Austin, William Michael	Women's Soccer
Badolato, Elizabeth Dora	Div of Humanities & English
Baker, Gennifer	Nursing
Ball, Lydia Madyson	Executive Vice Chancellor & COO
Bass, Elizabeth Dianne	Provost's Office
Beasley, Timothy	Technology
Beavers, Jonathan	Baseball
Bedingfield, Skylar	Admissions
Beecham, Anita Ann	Financial Aid
Belford, Stanton Gregory	Biology
Brown, Gregory Allen	Johnston School of Business
Brown, Mary Charlotte	Library
Burkins, Alice G.	MBA Program
Busnell, Dana Snell	Financial Aid
Calvert, Landon W.	Technology
Capps, Casey	Registrar
Carlisle, Susan T.	Public Relations
Carter, Kathry Abigail	Admissions
Cathey, Robert Michael	Physical Education
Cheatham, George D.	Div of Humanities & English
Cheatham, Judy	Provost's Office
Chee, Mark	Biology
Chowbay, Caleb Nihal	Men's Basketball
Clark, Brooklyn P.	Softball
Clinard, Rhonda B.	Executive Vice Chancellor & COO
Cole, James Armstrong	Div of Mathematics & Science
Coley, Dianna L.	Health Club
Cox, Tyler James	Admissions
Crownover, Zachary	Women's Soccer
Dailey, Felicia C.	Nursing
Davis, William	Health Club
Dawson, Kaelin N.	Softball
Decker, Mae Michelle	Nursing
Dicus, Jess Patrick	Campus Services
Dochety, John Paul	Golf
Dorer, Douglas Richard	Biology
Eugene, Smith M.	Sport Management
Evans, Alyssa N.	Admissions
Evans, Billy Dock	Women's Basketball

Fairchild, Daniel Grant	Sports Medicine
Ferguson, Karen Rogers	Nursing
Fisher, Eli D,	Religion & Philosophy
Ford, Patrick L.	Johnston School of Business
Garvin, Rebecca Todd	Div of Humanities & English
Greene Jr, James Irvine	Johnston School of Business
Griffin, Jennifer Hardiman	Bookstore
Gulley, Roy Lee	Security
Haislip, Daniel Evan	Learning Center
Hand, Sean A.	Admissions
Hanes, Shanna	Biology
Harrison, Kimberly Jane	UTS - Chancellor's Office
Harwell, Albert Brantley	Div of Humanities & English
Haskins, Dennis Elwood	Johnston School of Business
Higgins, Shannon	Admissions
Hill, Mitchel	Baseball
Hillhouse, Mary Suzanne	Financial Aid
Hlubb, James Richard	Human Resources & Payroll
Hlubb, Julie Emma	Financial Aid
Holland, Drew Samuel	Religion & Philosophy
Holley, Jeremy	Security
Hollis, Kenneth E.	Security
Holton-Overcast, Timothy	Missional Network
Hood, Kevin Dale	3PTV & Media Center
Hood, Robin Lynn	Admissions
Howard, Terrence D.	Security
Hughes, Aundra Diane	Nursing
Hunter, Shane Dexter	Security
Hyde, Walter F.	Security
Jacklin, Brendan Mark	Music
Jackson, Margaret	Bookstore
Jordan, Christina Marie	Institutional Advancement
Keith, Taylor S.	Security
Kinder, Haley Alexis	Johnston School of Business
La Branche, Mark David	UTS - Chancellor's Office
Lancaster, John William	Div of Social Sci & Behavioral Sci
Learn, Robert Lee	Men's Bowling
Learn, Stacey Lee	Men's Bowling
Lenoir, Jackson Shelley	Volleyball
Lewis, Christine	Sports Medicine
Little, Connie Matthew	Provost's Office
Luna, Edna	Institutional Advancement
Lyne, John Dugan	Men's Basketball
Madden, Richard Lauren	Library
Matthews, Kevante L.	Cheering & Dance
Mattingly, Christopher N.	Registrar
McAdoo, Justice Hamilton	Johnston School of Business
McConnell, James Dwight	Health Club
McElhaney, Randi Leigh	Nursing
McMasters, Daniel N.	Dean of Student Life

McMasters, Laura Jill	Alumni & CCR
McNairy, Joseph Ed	Security
Medley, Cora D.	Security
Meier, Grace A.	Div of Educ & Elementary Educ
Milam, Blaine Gregory	Baseball
Morefield, Laura Elizabeth	Physical Education
Neely, Dennis Wade	Sports Information
Nkulu, Cedrick Klpanga Yantambo	Technology
Paul, Brandi	Athletics
Paul, Catherine	Div of Educ & Elementary Educ
Peterson, Andrew	Swimming
Phelps, Sally I	Institutional Advancement
Phillips, Rickie Skylar	Faculty Secretary
Porterfield, Kimberly Michelle	Nursing
Rich, Barry Christopher	Div of Humanities & English
Richardson, Robert Shanel	Biology
Richardson, Sarah Catherine	Dean of Student Life
Riddle, William Lee	Tennis
Ryckman, Melissa J.	History
Schafer, Guy Joseph	Public Relations
Scherr, Daniel L.	Criminal Justice
Schoeberl, Richard R	Criminal Justice
Shelton, Julie Ann	Career Services & Counseling
Shelton, Robert Christopher	Executive Vice Chancellor & COO
Smith, Stephen Dreier	Library
Smith, Tina Thorton	Div of Educ & Elementary Educ
Southerland, James R.	Security
Springer, Mandy M.	Div of Educ & Elementary Educ
Stanton, Allen T.	Turner Center
Thomas, Cheri	Johnston School of Business
Trevarthen, Brittany Amber	Student Activities
Trevarthen, Josie Rebecca	Security
VanDoran, Christina M	Library
Vickers, Kenneth Wayne	History
Wade, Amy Brynn	Health Club
Wakefield, Elizabeth Ann	MIS
Watkins, Jason Derrick	Chemistry
Watson, Justin Neil	Cross Country
Wear, Pauline M.	Volleyball
Webb, Alicia	Div of Social Sci & Behavioral Sci
Wells, Chastity	Executive Vice Chancellor & COO
Whittenburg, Chadrick Earl	Shooting Sports
Wiggins, Kayla J.	Div of Humanities & English
Wossum, Doris J.	Div of Social Sci & Behavioral Sci
Young, Kyla G.	Registrar

Schedule 1.4

Excluded Assets

1. All right, title and interest in and to the endowment funds of MMC.
2. That certain real property owned by MMC located at Aspen Hill Road, Pulaski, Tennessee 38478, the improvements on which include a Church facility.
3. Cash in the amount of \$ [REDACTED] and the MMC bank account number [REDACTED] at First National Bank in which such cash is located.
4. Promissory Note, dated October, 2019, in the original principal amount of \$90,000, payable to MMC by Mayur and Jayshreeben Patel.
5. Deed of Trust by Mayur Patel and Jayshreeben Patel in favor of Joe W. Henry, Jr. or Robert C. Henry, as Trustee, regarding \$90,000.00 debt owed to MMC.
6. Asset Purchase Agreement regarding FCC License between Fixed Wireless Holdings, LLC and MMC, dated May 28, 2021, and all of MMC's associated rights in and to the FCC License applicable thereto.

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3.2

Schedule 1.5

Assumed Liabilities

1. Assumed Real Property Debt listed in Schedule 1.1(d) is hereby incorporated by reference.

Schedule 3.3(a)**MMC Notices and Approvals³**

Items 2, 3, 6, and 7 of Exhibit C to the Agreement are hereby incorporated by reference.

Consent of United Methodist Church

1. The Tennessee Annual Conference of the United Methodist Church shall have changed the connectional relationship between MMC and the United Methodist Church at its Annual Conference to be held June 10-11, 2021. Such approval was obtained on [REDACTED].

Transferred Contracts – Consents from Contracting Party

2. Commercial Lease between Stanley K. Pierchoski and Tammy Lynn Morey-Pierchoski, Co-Trustees of The Pierchoski Living Trust and MMC, dated December 1, 2019, for 111 North First Street, Pulaski, Giles County, Tennessee 38478. Such approval was obtained on [REDACTED].
3. Agreement Number 1418987 between MMC and Vertical Communications, Inc. dated December 19, 2018, as amended by that certain Contract Add-On No. 1418987-001, dated July 1, 2019, as amended [REDACTED]. Such approval was obtained on [REDACTED].
4. Installation Agreement between Vertical Communications, Inc. and MMC covering installation of equipment at 433 W. Madison St. Pulaski, Tennessee 38478-2716, dated December 19, 2018, as amended [REDACTED]. Such approval was obtained on [REDACTED].
5. Cost Per Copy Agreement between RJ Young Company and MMC dated July 31, 2019. Such approval was obtained on [REDACTED].
6. Default Prevention Services Agreement between MMC and EDFinancial Services, LLC, dated December, 2012, as amended. Such approval was obtained on [REDACTED].
7. Clinical Affiliation Agreement between MMC Division of Nursing and Maury Regional Hospital & Affiliates dated May 9, 2016. Such approval was obtained on [REDACTED].
8. Undated Clinical Affiliation Agreement between MMC Division of Nursing and Hillside Hospital, LLC d/b/a Southern Tennessee Regional Health System – Pulaski. Such approval was obtained on [REDACTED].
9. Clinical Affiliation Agreement between MMC Division of Nursing and Tennessee Department of Health dated December 8, 2015. Such approval was obtained on [REDACTED].
10. Service and Retreatment Contract between 2Spray's Termite and Pest Control, Inc. and MMC dated June 4, 2020. Such approval was obtained on [REDACTED].
11. Membership and Subscription Agreement between MMC and National Research Center for College and University Admissions dated June 27, 2019. Such approval was obtained on [REDACTED].
12. Internet & Voice Bundle Agreement between Martin Methodist and AT&T dated June 9, 2020. Such approval was obtained on [REDACTED].
13. License and Support Agreement between MMC and Three Rivers Systems, Inc. dated April 21, 2015. Such approval was obtained on [REDACTED].
14. Agreement between MMC and Metz Culinary Management, Inc., dated June 18, 2015, as amended May 11, 2016, August 15, 2017, May 31, 2018, September 11, 2019, and February 24, 2020. Such approval was obtained on [REDACTED].
15. Agreement between MMC and National Management Resources Corporation dated June 10, 2020. Such approval was obtained on [REDACTED].

³ SRVH Note to Draft: Need to specify when approvals were obtained.

Schedule 3.6

Permitted Liens

1. All Liens associated with the USDA Loan, including under that certain UCC Financing Statement Number 429888448, filed December 21, 2018, with Reveille Properties LLC as Debtor and United States Department of Agriculture/Rural Development as Secured Party. UT to pay off the USDA Loan at Closing and to obtain termination of the associated UCC 3.
2. All Liens associated with that certain Notice of Federal Interest, dated August 26, 2010, from United States Health Resources and Services Administration to MMC, with respect to the Andrew Sciences Building.
3. Liens associated with that certain UCC Financing Statement Number 429884636, filed December 20, 2018, with MMC as Debtor and Great America Financial Services Corporation as Secured Party for the certain phone equipment listed on the schedule thereto that is leased by MMC from Vertical Communications with payments made by MMC to Great America Financial Services Corporation.

Schedule 3.8

Leased Real Property

1. Commercial Lease between Stanley K. Pierchoski and Tammy Lynn Morey-Pierchoski, Co-Trustees of The Pierchoski Living Trust and MMC, dated December 1, 2019, for 111 North First Street, Pulaski, Giles County, Tennessee 38478.

Schedule 3.8(d)**Summer 2021 New Projects and Renovations**

- | | | |
|-----|----------|--|
| 1. | \$30,000 | Replace HVAC Unit at CLC |
| 2. | \$20,000 | Replace HVAC Units at the Student Apartments (3) |
| 3. | \$10,000 | Replace P-TAC Units (12) |
| 4. | \$40,000 | Reseal and Restripe Parking Lots (Christian Life Center, Commuter Lot East Campus) |
| 5. | \$40,000 | Replace Lower level Bleachers at Christian Life Center |
| 6. | \$10,000 | Replace front Doors at Martin Hall |
| 7. | \$5,000 | Replace Fence at Gault Fine Arts Center |
| 8. | \$10,000 | Replace Roof at 514 West Madison St. |
| 9. | \$11,000 | Replace Steps at Martin Hall |
| 10. | \$5,000 | Replace Awning at Upperman Hall |

\$181,000 Total**One Time Transition Funds**

- | | | |
|----|-----------|--|
| 1. | \$25,000 | Refinish Gym Floor |
| 2. | \$150,000 | New University of Tennessee, Southern Campus Signage |

\$175,000 Total**Travis Foundation Gift**

- | | | |
|----|-----------|--|
| 1. | \$464,844 | Renovate 2 Science Labs in Andrew Science Building |
|----|-----------|--|

Schedule 3.12

Education Matters

MMC has a 13.2% student loan repayment default rate. MMC has entered into the Default Prevention Services Agreement between MMC and EDFinancial Services, LLC, dated December, 2012, as amended, to manage its student loan repayment default rate.

Schedule 4.3(a)

Reveille Notices and Approvals

1. No Consent of United States of America pursuant to the USDA Loan has been obtained. UT to pay off the USDA Loan at Closing and to obtain termination of the associated UCC 3.

SRVH Draft 6/2/21

3.2

Schedule 5.3(a)
UT Notices and Approvals

Exhibit C to the Agreement is hereby incorporated by reference.

Schedule 7.4 Faculty Tenure**June 2021 Tenure Consideration**

MMC Faculty to receive tenure at the University of Tennessee, Southern			
Last Name	First Name	Division	Department
Aust	Jennifer	Mathematics & Science	Mathematics
Belford	Stanton	Mathematics & Science	Biology
Brown	Greg	Johnston School of Business	Business Administration
Cathey	Michael	Education	Education
Cheatham	Judy	Humanities / Education	English / Education
Cheatham	George	Humanities	English
Cole	Jac	Mathematics & Science	Mathematics
Ferguson	Karen	Travis School of Nursing	Nursing
Hanes	Shanna	Mathematics & Science	Biology
Harwell	Brant	Humanities	English
Lancaster	John	Social Sciences	Psychology
Mattingly	Chris	Mathematics & Science	Mathematics
McMasters	Daniel	Education	Physical Education
Ryckman	Melissa	Social Sciences	History
Smith	Tina	Education	Education
Vickers	Ken	Social Sciences	History
Wakefield	Nan	Johnston School of Business	Management Information Systems
Watkins	Derrick	Mathematics & Science	Chemistry
Webb	Alicia	Social Sciences	Psychology
Wiggins	Kayla	Humanities	English
Wossum-Fisher	Doris	Social Sciences	Psychology



THE UNIVERSITY OF TENNESSEE BOARD OF TRUSTEES

3.3

AGENDA ITEM SUMMARY

Meeting Date: June 25, 2021

Item: **Appointment, Initial Compensation, and other Terms of Employment of the Chancellor of The University of Tennessee Southern**

Type: Action

Presenter: Randy Boyd, President

As authorized by the Bylaws of the Board, the Chair has designated this item for action by the Board without prior review and recommendation by the Executive Committee.

Mark D. La Branche, who has served as the President of Martin Methodist College since July 1, 2017, is hereby recommended for appointment as the inaugural Chancellor of The University of Tennessee Southern campus consistent with the terms of the Asset Transfer and Transition Agreement by and among the University, Martin Methodist College and Reveille Properties, LLC. Dr. La Branche's curriculum vitae is attached.

The recommended compensation and other terms of employment are included in the following offer letter, which has been accepted by Dr. La Branche, but is contingent upon Board approval.

The Chair will call for a motion to adopt the following Resolution:

Resolved: The Board of Trustees hereby approves the appointment of Mark D. La Branche as Chancellor of The University of Tennessee Southern, subject to the consummation of the closing as specified in the Asset Transfer and Transition Agreement by and among the University, Martin Methodist College and Reveille Properties, LLC. Upon such closing, the appointment shall be effective as of July 1, 2021, with the initial compensation and other terms of employment as presented in the meeting materials.



THE UNIVERSITY OF TENNESSEE SYSTEM

OFFICE OF THE PRESIDENT

RANDY BOYD
President

June 1, 2021

Dr. Mark La Branche
433 West Madison Street
Pulaski TN 38478

Dear Mark,

It is my pleasure to offer you the position of Chancellor of The University of Tennessee Southern ("UT Southern"), effective July 1, 2021, subject to the terms and conditions outlined in this letter and subject to approval by the Board of Trustees at its meeting on June 25, 2021.

Your base salary as Chancellor will be \$20,000 per month (annualized salary of \$240,000). Your administrative appointment as Chancellor does not include a faculty appointment, is without tenure, is without a definite term, and is at the pleasure of the President. If you agree to the terms outlined in this letter and will accept this appointment, please sign the duplicate original of this letter and return to my office.

In addition, for the convenience of UT Southern and as a requirement of your duties as Chancellor, you shall reside, as your primary residence, in the President's House located at 429 West Flower Street, Pulaski, Tennessee, rent free and without obligation to pay for maintenance and utilities, during the term of your appointment as Chancellor. To facilitate a transition to alternative housing, you may continue to reside in the President's House for a period not exceeding fourteen (14) days or such other mutually agreeable period after the conclusion of your service as Chancellor.

I look forward to working with you and seeing great progress at UT Southern.

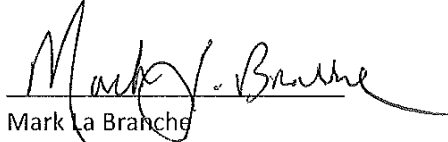
Sincerely,

Randy Boyd
President

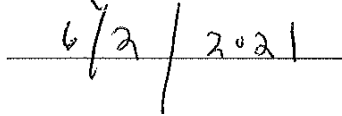
c: System Human Resources

I agree to the terms outlined in this letter and will accept this appointment.

Accepted:


Mark La Branche

Date:


6/2/2021

Mark David La Branche
429 West Flower Street
Pulaski, Tennessee 38478
mlabranche@martinmethodist.edu

Education

Doctor of Ministry, Boston University School of Theology (1995) Boston, Massachusetts

Master of Divinity, Emory University, Candler School of Theology (1987) Atlanta, Georgia

Bachelor of Arts with major area of study in Philosophy, University of South Alabama, Mobile, AL (1984)

Certificate in Respiratory Therapy Studies – Pensacola Junior College, Pensacola, FL (1979)

Professional Experience - Higher Education

Martin Methodist College, Pulaski, TN

July 1, 2017 – present: **President**

- Serving as Chief Executive Officer of the College

Selected Accomplishments of College during tenure:

- Secured USDA Rural Financing significantly reducing the interest rate and annual debt service.
- Experienced the largest fundraising year in College History 2017-18.
- Secured five-year 2.25 million dollar Title III Grant 2020
- Ten-year SACSCOC reaffirmation with no recommendations 2019
- Increased retention 8% Fall to Fall
- Recast the work of the Turner Center as a national model for the development of thriving rural communities
- Established the Rural Higher Education Institute with Credo Higher Education - <https://www.credohighered.com/events/2020-virtual-rural-higher-education-institute>
- Received 2 million dollar commitment for the Travis Nursing Program

Louisburg College, Louisburg, NC

January 1, 2009 – June 30, 2017: **President**

- Serving as Chief Executive Officer of the College

Selected Accomplishments of College during tenure:

- Successfully lead Louisburg College from final year of accreditation probation to reaffirmation in December of 2009.

- Completed more than 10 million dollars in deferred maintenance, renovations, and additions over the past 8 years.
- Enrollment grew more than 20% over fall 2008 number.
- Number of graduates has increased by 58% over last five years.
- Fall to Fall retention has increased by 10% over past seven years.
- Secured USDA Rural Development direct financing to repurchase three residence halls.
- Secured 2.25 million Title III Grant.
- Established The Tar River Center for Culture and History as a partnership with town and county.
- Center for Engaged Teaching and Learning created.
- College received its 10 year reaffirmation of accreditation with no recommendations in June of 2016.
- Completed the 15 million dollar Great Futures Campaign goal more than a year early and exceeded the goal by more than 3 million dollars by the five –year end of the campaign.

Huntingdon College. Montgomery Alabama – 2002- 2009

2007 – 2009: Senior Vice President and Chief Advancement Officer

Position responsibilities:

- Serve as senior officer of the College with shared responsibility over institutional management and budget.
- Serve as chief administrator for the Institutional Advancement area of the College with direct responsibility for: Governmental and Church Relations, Planned Giving, Major Gifts, Grants, and Campaign giving.
- Supervise office of Communications and Marketing
- Supervise the development and implementation of strategic plan

2003 – 2007: Vice President for Institutional Advancement and Church Relations

Position responsibilities:

- Serve as senior officer of the College with shared responsibility over institutional management and budget.
- Serve as chief administrator for the Institutional Advancement area of the College with direct responsibility for: Governmental and Church Relations, Planned Giving, Major Gifts, Grants, and Campaign giving.

August 2002 – December 2003: Dir. of Church Relations /College Chaplain

Position responsibilities:

- Reestablish and direct Campus Ministry Program.
- Renew, maintain, and develop the relationship between the College and The United Methodist Church.
- Serve as a senior officer of the college with shared responsibility over institutional management and budget.

Teaching Experience

- Liberal Arts Symposium Instructor – Huntingdon College – 2003/2004
- Adjunct Faculty - School for Professional Studies – Huntingdon College – 2003/2004
- Instructor – Emory University, Candler School of Theology Course of Study – 2002- 2008

Selected Presentation Participation

- “At the Crossroads of Teaching and Learning: Pathways to Engagement
2016 Southern Association of Colleges and Schools Annual Meeting – Atlanta
- “A Strategic Planning Process that Revitalizes Accreditation to Add Value”
2015 Southern Association of Colleges and Schools Annual Meeting – Houston
- “A Healthy Strategic Plan: Monitoring its Vital Signs”
2014 Southern Association of Colleges and Schools Annual Meeting - Nashville

Additional Professional Experience – Ordained Elder United Methodist Church

Pastor – St. Mark United Methodist Church – Montgomery, AL (1994 – 2002) Appointed to serve this mid-sized congregation, which grew from less than 200 members to close to 300 members.

Associate Pastor – Montgomery First United Methodist Church, Alabama, (1991-94)

Primary responsibilities included pastoral care, missions, church and society, adult education, and worship at this 3,000 member church.

Associate Pastor – Pensacola First United Methodist Church, Pensacola, FL (1987-91)

Primary responsibilities included pastoral care, missions, church and society, adult education and worship at this church of over 2,000 members.

Student Local Pastor – Seale/ Alexandria United Methodist Church, Alabama (1984-87)

Appointed to serve the Seale - Alexandria Charge while attending seminary at Emory University.

Respiratory Therapist – Neonatal Nursery – University of South Alabama Medical Center, Mobile, AL (1980-84)

Respiratory Therapist. – Sacred Heart Hospital, Pensacola, FL (1979-84)

Public Service

- Elected to the **Montgomery County Board Of Education, District 2**, November 1999.
- Sworn into office in January 2000. Part of the governance team for a large, urban school system serving 32,456 students, and providing oversight to 4,500 employees and a 245 million dollar budget.
- Elected in 2005 to the role of **President of the Montgomery County Board of Education.**
- Served on the Federal Relations Network of the National School Board Associations, lobbying Alabama Senators and Congressman concerning issues that effect K-12 public education.
- Served on the Alabama School Board Association Member Academy Committee.

Community Service

Pulaski Rotary Member – 2017 – Present

Board of Directors ZOE Helps – 2015 – Present

- Global board of orphan empowerment ministry in India, South America, and Africa.

Louisburg Lions Club – 2009 – 2017

- President 2011-2012

Franklin County United Way

- Board Member – 2009-2015
- Campaign Chair – 2009
- President 2017

Franklin County Regional Medical Center

- Board Member – 2013 – 2016

Montgomery Rotary Club Member – 2003 -2009

- Program Chair

Montgomery Habitat for Humanity

- Began serving on the Board in 1992. Elected **President** in 1994.

Family Sunshine Center

- Elected to the board of the Family Sunshine Center, a domestic abuse prevention and shelter program serving nine counties, with a budget of over 2 million dollars, in 1994.
- Elected **board president** in 1999.

Alabama Campaign to Prevent Teen Pregnancy

- Co-founded and served as Chair of the Board of Directors
- Founded in 1999, the Alabama Campaign to Prevent Teen Pregnancy is a nonprofit, nonpartisan initiative. Our mission is to reduce teen pregnancy by serving as a catalyst for the development and implementation of community efforts, thereby, improving the physical, mental, emotional, and socioeconomic well being of children, families, and communities in Alabama.

Montgomery Campaign to Prevent Teen Pregnancy

- Co-founded and served as Co-Chair of the Board of Directors.
- The Campaign is now a project of the Gift of Life Foundation, a provider of managed maternity care.

Selection of Awards and Honors

- Raleigh NC News and Observer Tar Heel of the Week March 2015
- Franklin County NC Chamber of Commerce Citizen of the Year 2014
- The Mary Mildred Sullivan Award – The Algernon Sydney Sullivan Foundation 2007

- Alabama PTA Distinguished Service Award 2006
- Leadership Alabama Class of 2004 – 2005
- Leadership Montgomery AL Class of 2000 – 2001
- Family Sunshine Center Estelle Popkin Volunteer of the Year Award
- Neighbors Who Care Servant Leadership Award – 1998, 1999
- Neighbors Who Care Good Samaritan Award
- Nominated Volunteer of the Year for Montgomery County
- Eagle Scout

Professional Organizations

Board Member Tennessee Independent Colleges and Universities Association

Board Member National Association of Independent Colleges and Universities

Senator - University Senate of the United Methodist Church

Member of North American Association of Schools and Colleges of the United Methodist Church



THE UNIVERSITY OF TENNESSEE BOARD OF TRUSTEES

3.4

AGENDA ITEM SUMMARY

Meeting Date: June 25, 2021

Item: **Proposed Academic Programs at UT Southern**

Type: Action

Background

In conjunction with the acquisition of Martin Methodist College (MMC), the Office of Academic Affairs and Student Success conducted an extensive review of all academic programs offered by MMC to ensure that, upon establishing the new UT campus, the academic programs would be in compliance with statutory requirements applicable to public institutions of higher education and consistent with policies set forth by the Tennessee Higher Education Commission (THEC). Several key changes were necessary across the existing majors, concentrations, and certificate programs, including the following:

- No undergraduate programs now require more than 120 hours to graduate;
- All required religion courses were removed from the curriculum, as were certain programs and concentrations;
- Federal CIP code adjustments that better reflect the academic majors; and
- Programs without an academic home moved into an academic division.

The attached materials include a summary table of each program, current concentrations and CIP code, with a description of what changed as a result of the review. Following the table are the curricula for every academic program being proposed for UT Southern.

Board Action

The Chair will call for a motion to adopt the following resolution.

Resolved: The Board of Trustees hereby grants approval of the academic programs for The University of Tennessee Southern as set forth in the meeting materials, which shall be attached to this resolution after adoption.

Academic Program Approval Materials

June 2021



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Program Action Summary Table

Degree Designation	Program of Study Name (Division)	Concentrations	CIP Code	Total Hours	Summary of Changes
Graduate Programs					
MBA (Master of Business Administration)	Business Administration (Business)	None	52.0201	30	No changes
MS (Master of Science)	Criminal Justice (Social Sciences)	(1) Homeland Security (2) Strategic Management	43.0103	33	Modified learning outcomes
Undergraduate Programs					
BA (Bachelor of Arts)	English (Humanities)	(1) Literature (2) Writing & Language (3) TESOL (4) English 6-12 Licensure	23.0101	120	Reduced to 120 hours and removed BS designation. Literature is a new concentration; TESOL and Writing were previously UG certificates changed to concentrations; no change to licensure
BA (Bachelor of Arts)	Music (Humanities)	None	50.0901	120	Reduced to 120 hours; eliminated Church Music concentration; modified learning outcomes
BA (Bachelor of Arts) or BS (Bachelor of Science)	Behavioral Sciences (Social Sciences)	(1) Human Services and Counseling (2) General Psychology	30.1701	120	Reduced to 120 hours
BA (Bachelor of Arts) or BS (Bachelor of Science)	Dramatic Arts (Humanities)	None	50.0501	120	Reduced to 120 hours; modified learning outcomes
BA (Bachelor of Arts) or BS (Bachelor of Science)	History (Social Sciences)	(1) History with 6-12 Licensure	54.0101	120	Reduced to 120 hours
BA (Bachelor of Arts) or BS (Bachelor of Science)	Interdisciplinary Studies (Humanities)	None	24.0199	120	Reduced to 120 hours
BA (Bachelor of Arts) or BS (Bachelor of Science)	Religion and Philosophy (Humanities)	None	38.0001	120	Reduced to 120 hours; removed Church Vocations, Church Ministry programs; removed Pre-Seminary concentration; modified learning outcomes for students

Degree Designation	Program of Study Name (Division)	Concentrations	CIP Code	Total Hours	Summary of Changes
BBA (Bachelor of Business Administration)	Accounting (Business)	None	52.0301	120	Reduced to 120 hours; elevated from a former concentration in the BBA major, per SACSCOC recommendation
BBA (Bachelor of Business Administration)	Management (Business)	None	52.0201	120	Reduced to 120 hours; elevated from a former concentration in the BBA major, per SACSCOC recommendation
BBA (Bachelor of Business Administration)	Management Information Systems (Business)	None	52.1201	120	Reduced to 120 hours; elevated from a former concentration in the BBA major, per SACSCOC recommendation
BS (Bachelor of Science)	Biology (Math and Sciences)	(1) General Biology (2) Biomedical Sciences and Biotechnology (3) Wildlife Biology and Ecology (4) Biology 6-12 Licensure	26.0101	120	Reduced to 120 hours; removed BA degree designation; added a generalized concentration as a distinct option
BS (Bachelor of Science)	Chemistry (Math and Sciences)	(1) General Chemistry (2) Biochemistry (3) Forensics	40.0501	120	Reduced to 120 hours; removed BA degree designation; added a generalized concentration as a distinct option.
BS (Bachelor of Science)	Computer Information Systems (Math and Sciences)	(1) Application Development and Support (2) Database Management (3) Networking and Information	11.0101	120	New Major; three new concentrations.
BS (Bachelor of Science)	Criminal Justice (Social Sciences)	None	43.0103	120	Reduced to 120 hours; Homeland Security concentration removed to be a freestanding major; modified student learning outcomes; removed BA degree designation.
BS (Bachelor of Science)	Cybersecurity (Math and Sciences)	None	11.1003	120	Reduced to 120 hours.
BS (Bachelor of Science)	Elementary Education (Education)	(1) K-5 Licensure (2) Non-Licensure	13.1202	120	Reduced to 120 hours; Clarifies options and requirements for a non-licensure

Degree Designation	Program of Study Name (Division)	Concentrations	CIP Code	Total Hours	Summary of Changes
					option and specifies grades K-5; removed BA degree designation.
BS (Bachelor of Science)	Homeland Security (Social Sciences)	None	43.0301	120	Previously a concentration under the criminal justice program; elevated to a major for fall 2021.
BS (Bachelor of Science)	Human Performance and Physical Education (Education)	(1) Exercise Science (2) Physical Education with K-12 Licensure	31.0501	120	Reduced to 120 hours; Moved Sport Management Concentration to Business Division as BS program; removed non-licensure concentration in the major; removed BA degree designation
BS (Bachelor of Science)	Mathematics (Math and Sciences)	(1) Math with 6-10 or 6-12 Licensure	27.0101	120	Reduced to 120 hours; removed BA degree designation; grade designation now depends on Praxis score.
BS (Bachelor of Science)	Public Health Education (Nursing and Health Sciences)	None	51.2207	120	Reduced to 120 hours.
BS (Bachelor of Science)	Special Education (Education)	(1) Licensure in Interventionist Grades K-8	13.1017	120	New major and concentration approved in 2021.
BS (Bachelor of Science)	Sport Management (Business)	None	31.0504	120	Reduced to 120 hours; elevated from a former concentration in Human Performance and Physical Education major.
BSN (Bachelor of Science in Nursing)	Nursing (Nursing and Health Sciences)	None	51.3801	120	Reduced to 120 hours.
Associate Degree Programs					
AA or AS (Associate of Arts or Associate of Science)	General Studies (Humanities)	N/A	24.0102	60	No Changes
Certificate Programs					
UG Certificate	Cybersecurity	N/A	11.1003	18	No Changes

Notes:

- All required religious studies general education courses were removed from the curriculum
- The Nursing Division became the Nursing and Health Sciences Division upon adding the public health education degree in 2021
- All undergraduate program hours were reduced to 120 hours, per THEC guidelines for public institutions

Curriculum Documents Organized by Division

Business Division

D.W. Johnston School of Business

BBA in Accounting

BBA in Management

BBA in Management Information Systems

BS in Sport Management

MBA in Business Administration

Bachelor of Business Administration in Accounting

(SLO) Graduates will:

1. Demonstrate technical competencies of the accounting profession.
2. Display the technology skills necessary to function in the accounting profession.
3. Demonstrate the skills, attitudes, and behaviors appropriate to accounting professionals.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include MAT 131, and BUS 201.

Required Business Courses 36

BUS 101 Introduction to Business.....	3
BUS 202 Principles of Economics II.....	3
BUS 300 Business Analytics.....	3
BUS 302 Managerial Finance.....	3
BUS 306 Principles of Marketing.....	3
BUS 310 Business Communication.....	3
BUS 320 Management of Information Systems.....	3
BUS 330 Principles of Management.....	3
BUS 340 Business Ethics.....	3
BUS 350 Business Law I.....	3
BUS 440 International Business.....	3
BUS 490 Strategic Management.....	3

Required Accounting Courses 30

ACCT 221 Principles of Accounting I.....	3
ACCT 222 Principles of Accounting II.....	3
ACCT 311 Intermediate Accounting I.....	3
ACCT 312 Intermediate Accounting II.....	3
ACCT 315 Cost Accounting.....	3
ACCT 411 Advanced Accounting.....	3
ACCT 451 Accounting Systems.....	3
ACCT 453 Federal Taxes I.....	3
ACCT 462 Auditing I.....	3
ACCT 465 Accounting Theory.....	3

General Electives 13

Total Number of Hours Required 120

Bachelor of Business Administration in Management

(SLO) Graduates will:

1. Show proficiency in the Common Professional Core areas.
2. Apply an ethical framework to business problems.
3. Communicate effectively through written and oral expression.
4. Apply and analyze Common Professional Core knowledge areas within the context of business courses.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include MAT 131, and BUS 201.

Required Business Core 15

ACCT 221 Principles of Accounting I.....	3
ACCT 222 Principles of Accounting II	3
BUS 101 Introduction to Business.....	3
BUS 202 Principles of Economics II.....	3
MIS 220 Computer Literacy II	3

Required Management Courses 45

BUS 300 Business Analytics	3
BUS 302 Managerial Finance.....	3
BUS 305 Supervision.....	3
BUS 306 Principles of Marketing.....	3
BUS 310 Business Communication.....	3
BUS 320 Management of Information Systems	3
BUS 321 Managerial Accounting.....	3
BUS 330 Principles of Management.....	3
BUS 340 Business Ethics.....	3
BUS 405 Leadership	3
BUS 430 Production Management	3
BUS 432 Human Resource Management	3
BUS 434 Organizational Behavior Management.....	3
BUS 440 International Business	3
BUS 490 Strategic Management.....	3

General Electives 19

Total Number of Hours Required 120

Bachelor of Business Administration in Management Information Systems

(SLO) Graduates will:

1. Show proficiency in the Common Professional Core areas.
2. Apply an ethical framework to business problems.
3. Communicate effectively through written and oral expression.
4. Apply and analyze Common Professional Core knowledge areas within the context of business courses

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include MAT 131, and BUS 201.

Required Business Courses 42

ACCT 221 Principles of Accounting I.....	3
ACCT 222 Principles of Accounting II	3
BUS 101 Introduction to Business.....	3
BUS 202 Principles of Economics II.....	3
BUS 300 Business Analytics	3
BUS 302 Managerial Finance.....	3
BUS 306 Principles of Marketing.....	3
BUS 310 Business Communication.....	3
BUS 320 Management of Information Systems	3
BUS 330 Principles of Management.....	3
BUS 340 Business Ethics.....	3
BUS 350 Business Law I.....	3
BUS 440 International Business.....	3
BUS 490 Strategic Management.....	3

Required Management Information Systems and Computer Science Courses 24

CS 110 Introduction to Computer Programming.....	3
CS 240 Introduction to Project Management.....	3
CS 315 Operating Systems Analysis and Administration	3
CS 330 Networks and Distributed Data Processing.....	3
MIS 380 E-Commerce and Web Pages.....	3
Choose three (3) courses from the following	9
CS 305 Information Systems Applications.....	3
CS 355 Introduction to Geographic Information Systems.....	3
CS 340 System Analysis and Design.....	3
CS 360 Security of Information Systems.....	3
CS 450 Database Development and Administration	3
CS 455 Advanced Database Applications	3
CS 475 Digital Forensics	3
MIS 220 Computer Literacy II	3
MIS 490 Special Topics in Management Information Systems.....	3
MIS 498 Internship	3

General Electives 13

Total Number of Hours Required 120

Bachelor of Science in Sport Management

(SLO) Graduates will:

1. Show proficiency in the Professional Core areas.
2. Apply an ethical framework to sports industry problems.
3. Communicate and collaborate effectively through written and oral expression.
4. Demonstrate a professional code of ethics.
5. Complete an extensive internship experience.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include BIO 111, BIO 112, MAT 231, BUS 201

Required Business Core 24

ACCT 221 Principles of Accounting I.....	3
ACCT 222 Principles of Accounting II	3
BUS 101 Introduction to Business.....	3
BUS 202 Principles of Economics II.....	3
BUS 305 Supervision	3
BUS 310 Business Communication.....	3
BUS 330 Principles of Management.....	3
MIS 220 Computer Literacy II	3

Required Related Courses..... 9

HPPE 200 Foundations of Health, Physical Education, and Sport.....	3
HPPE 211 First Aid and Emergency Aid.....	3
HPPE 390 Research Methods in Human Performance.....	3

Required Sport Management Professional Core 39

SPM 150 Introduction to Sport Management	3
SPM 310 Sport Communication	3
SPM 320 Sport Governance and Leadership	3
SPM 331 Legal Aspects of Sport.....	3
SPM 350 Current Trends and Issues in Sport Management	3
SPM 400 Finance of Sport.....	3
SPM 401 Sport Marketing	3
SPM 405 Sport Sales and Revenue Generation Principles	3
SPM 410 Sport Facilities and Event Management	3
SPM 498 Sport Management Internship.....	12

General Electives 7

Total Number of Hours Required 120

Master of Business Administration in Business Administration

(SLO) Expected Outcomes:

Candidates will demonstrate the ability to:

1. Communicate effectively;
2. Exhibit a global awareness;
3. Apply ethical frameworks to business decisions while maintaining business value creating activities; and
4. Exhibit competence in the analysis, synthesis, and evaluation of solving business problems.

<i>Degree Requirements</i>	<i>Semester Hours</i>
BUS 501 Negotiations	1
BUS 502 Supervision	1
BUS 503 Leadership	1
BUS 510 Organizational Behavior and Management	3
BUS 512 Financial Statement Analysis	3
BUS 514 Marketing Management	3
BUS 520 Corporate Finance	3
BUS 522 Global Business	3
BUS 525 Business Analytics	3
BUS 530 Production/ Operations	3
BUS 532 Human Resource Management	3
BUS 590 Strategy Capstone	3
<i>Total Number of Hours Required</i>	<i>30</i>

Education Division

Grace Grissom School of Education

BS in Elementary Education

Licensure in Grades K-5 Concentration

Non-Licensure Concentration

BS in Human Performance and Physical Education

Licensure in Grades K-12 Concentration

Exercise Science Concentration

BS in Special Education (Licensure in Interventionist Grades K-8 Licensure)

Note: For the 1 hour general elective found in the HPPE and Elem. Education majors, there are many options: special topics, internship, PE activity, varsity sport, music ensemble.

Bachelor of Science Degree in Elementary Education Licensure in Grades K-5 Concentration

(SLO) Expected Outcomes:

1. Teacher candidates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.
2. Teacher candidates shall complete clinical practice and a seminar course in the last semester of their senior year.
3. Teacher candidates of the licensure program will pass the appropriate Praxis II exam.

Degree Requirements

Semester Hours

General Education Core 42

Note: Core requirements to BIO 111, EDU 101, ENG 201, HIS 201, HIS 202, MAT 211, PHY 102 or 105, PSY 113, REL 241, and ART 131 or MUS 231.

Additional Required Courses..... 15

HIS 221 American Government	3
HIS 241 World Geography	3
MAT 131 College Algebra	3
PSY 211 Developmental Psychology - Lifespan.....	3
SOC 211 Principles of Sociology	3

Major Field of Study..... 26

EDU 301 Arts in the Curriculum	3
EDU 313 Language Literacy	3
EDU 314 Kindergarten Curriculum & Teaching Methods	3
EDU 317 Children's Literature in Grades K-5	3
EDU 321 Physical Education for Elementary Teachers	2
EDU 343 Problem Solving K-5	3
EDU 345 Social and Natural Science Methods	3
ENG 315 Advanced Grammar	3
HPPE 211 First Aid and Emergency Care	3

Professional Education Courses 33

EDU 308 Psychology of Learning & Cognition	3
EDU 315 Exceptional Child	3
EDU 331 Educational Assessment	4
EDU 342 Classroom Management	3
EDU 360 Multicultural Education	3
EDU 410 Technology in Education	2
EDU 412 Language Literacy Methods	3
EDU 452 Clinical Practice in Grades K-5	11
EDU 453 Clinical Practice Seminar K-5	1

For the Bachelor of Science Degree: Computer Literacy 3

General Electives..... 1

Total Number of Hours Required 120

Bachelor of Science Degree in Elementary Education

Non-Licensure Concentration

(SLO) Expected Outcomes:

1. Graduates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.

Degree Requirements

Semester Hours

General Education Core 42

Note: Core requirements to BIO 111, EDU 101, ENG 201, HIS 201, HIS 202, MAT 211, PHY 102 or 105, PSY 113, REL 241, and ART 131 or MUS 231.

Additional Required Courses..... 15

HIS 221 American Government	3
HIS 241 World Geography	3
MAT 131 College Algebra	3
PSY 211 Developmental Psychology - Lifespan	3
SOC 211 Principles of Sociology	3

Major Field of Study..... 26

EDU 301 Arts in the Curriculum	3
EDU 313 Language Literacy	3
EDU 314 Kindergarten Curriculum & Teaching Methods	3
EDU 317 Children's Literature in Grades K-5	3
EDU 321 Physical Education for Elementary Teachers	2
EDU 343 Problem Solving K-5	3
EDU 345 Social and Natural Science Methods	3
ENG 315 Advanced Grammar	3
HPPE 211 First Aid and Emergency Care	3

Professional Education Courses 21

EDU 308 Psychology of Learning & Cognition	3
EDU 315 Exceptional Child	3
EDU 331 Educational Assessment	4
EDU 342 Classroom Management	3
EDU 360 Multicultural Education	3
EDU 410 Technology in Education	2
EDU 412 Language Literacy Methods	3

Non-Licensure Concentration Courses..... 12

9 credits of Upper-level courses from ENG, REL, SOC, SOW, or PSY.....	9
EDU 499 Special Topics and Readings in Education	3

For the Bachelor of Science Degree: Computer Literacy 3

General Electives..... 1

Total Number of Hours Required..... 120

Bachelor of Science Degree in Human Performance and Physical Education

Physical Education Licensure in Grades K-12 Concentration

(SLO) Expected Outcomes:

1. Teacher candidates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.
2. Teacher candidates shall complete clinical practice and a seminar course in the last semester of their senior year.
3. Teacher candidates of the licensure program will pass the appropriate Praxis II exam.

Degree Requirements

Semester Hours

General Education Core 42

Note: Core requirements to BIO 111, BIO 112, EDU 101, MAT 231, and PSY 113.

Major Field of Study 41

BIO 201 Human Anatomy and Physiology I	4
BIO 202 Human Anatomy and Physiology II.....	4
HPPE 200 Foundations of Health, Physical Education, and Sport	3
HPPE 211 First Aid and Emergency Care	3
HPPE 240 Nutrition for Health and Performance	3
HPPE 320 Motor Learning	3
HPPE 325 Activity Skills: Team and Individual	3
HPPE 343 Essentials of Adaptive Physical Education	3
HPPE 401 Exercise Physiology	3
HPPE 402 Administration of Physical Education and Sport Programs	3
HPPE 406 Kinesiology/Biomechanics	3
HPPE 423 Tests and Measurements in Physical Education	3
PSY 211 Developmental Psychology - Lifespan.....	3

Professional Education Courses 33

EDU 308 Psychology of Learning & Cognition.....	3
EDU 315 Exceptional Child	3
EDU 331 Educational Assessment	4
EDU 342 Classroom Management	3
EDU 360 Multicultural Education	3
EDU 410 Technology in Education	2
EDU 412 Language Literacy Methods	3
EDU 458 Clinical Practice in Grades K-12	11
EDU 459 Clinical Practice Seminar K-12	1

For the Bachelor of Science Degree: Computer Literacy 3

General Electives..... 1

Total Number of Hours Required 120

Bachelor of Science Degree in Human Performance and Physical Education

Exercise Science Concentration

(SLO) Expected Outcomes:

1. Graduates shall demonstrate the knowledge and skills needed to succeed in careers within the field.
2. Graduates shall demonstrate knowledge and skills needed to be successful in graduate /professional programs within the field.
3. Graduates shall complete a capstone course in the last semester of their senior year.

Degree Requirements

Semester Hours

General Education Core 41

Note: Core requirements to include BIO 111, BIO 112, and MAT 231.

Major Field of Study..... 48

BIO 201 Human Anatomy and Physiology I	4
BIO 202 Human Anatomy and Physiology II	4
HPPE Activity Course	1
HPPE 200 Foundations of Health, Physical Education, and Sport	3
HPPE 211 First Aid and Emergency Care	3
HPPE 240 Nutrition for Health and Performance	3
HPPE 340 Advanced Strength & Conditioning.....	3
HPPE 343 Essentials of Adaptive Physical Education	3
HPPE 390 Research Methods in Human Performance	3
HPPE 401 Exercise Physiology	3
HPPE 406 Kinesiology/Biomechanics	3
HPPE 423 Tests and Measurements in Physical Education	3
HPPE 430 Exercise Prescription and Fitness Appraisal in the Healthy Individual	3
HPPE 498 Human Performance Internship	6
HPPE 499 Capstone.....	3

Human Performance & Physical Education Electives (choose from the list below)..... 15

HPPE 111 Personal and Community Health	3
HPPE 210 Human Performance Practicum	3
HPPE 320 Motor Learning	3
HPPE 324 Philosophy and Techniques of Coaching	3
HPPE 325 Activity Skills (Team and Individual).....	3
HPPE 330 Assessment and Care of Athletic Injuries	3
HPPE 350 Competition: The Pursuit of Excellence	3
HPPE 399 Special Topics in Human Performance.....	3
HPPE 420 Cardiovascular Exercise Physiology	3
HPPE 421 Exercise Electrocardiography	3

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at most 3 need to be upper-level) 13

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science Degree in Special Education Licensure in Interventionist Grades K-8

(SLO) Expected Outcomes:

1. Teacher candidates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.
2. Teacher candidates shall complete clinical practice and a seminar course in the last semester of their senior year.
3. Teacher candidates of the licensure program will pass the appropriate Praxis II exam.

Degree Requirements

Semester Hours

General Education Core 42

Note: Core requirements to BIO 111, EDU 101, ENG 201, HIS 201, HIS 202, MAT 211, PHY 102 or 105, PSY 113, REL 241, and ART 131 or MUS 231.

Additional Required Courses..... 9

MAT 131 College Algebra or higher	3
PSY 211 Developmental Psychology - Lifespan.....	3
SOC 211 Principles of Sociology	3

Major Field of Study..... 33

EDU 313 Language Literacy	3
EDU 314 Kindergarten Curriculum & Teaching Methods	3
EDU 343 Problem Solving K-5	3
ENG 315 Advanced Grammar	3
ENG 330 Second Language Acquisition	3
HPPE 211 First Aid and Emergency Care	3
PSY 406 Disorders of Childhood and Youth.....	3
SPED 343 Adaptive Physical Education	3
SPED 401 The Inclusive Classroom.....	3
SPED 402 Methods of Intervention for Students with Mild/Mod	3
SPED 403 Collaboration Skills/Resources for Effective Intervention	3

Professional Education Courses 33

EDU 308 Psychology of Learning & Cognition.....	3
SPED/EDU 315 Exceptional Child	3
EDU 331 Educational Assessment	4
EDU 342 Classroom Management	3
EDU 360 Multicultural Education	3
EDU 410 Technology in Education	2
EDU 412 Language Literacy Methods	3
SPED 460 Clinical Practice in Grades K-8	11
SPED 461 Clinical Practice Seminar K-8.....	1

For the Bachelor of Science Degree: Computer Literacy 3

Total Number of Hours Required 120

Humanities Division

Victoria and Thomas Martin School of Arts and Humanities

BA or BS in Dramatic Arts

BA in English

Literature Concentration

Writing and Language Concentration

TESOL Concentration

Licensure in Grades 6-12 Concentration

AA or AS in General Studies

BA or BS in Interdisciplinary Studies

BA in Music

BA or BS in Religion and Philosophy

Bachelor of Arts or Bachelor of Science Degree in Dramatic Arts

(SLO) Expected Outcomes:

1. Students will demonstrate advanced skills as they relate to their chosen theatre aspirations as demonstrated through reviewed campus productions and the senior production project.
2. Students will develop an E-Portfolio that will represent their synthesized understanding of their undergraduate experience and serve as a presentation of materials needed for the post-graduation process.

Degree Requirements

Semester Hours

General Education Core 41

Note: Core requirements to include DRA 131.

Required Drama Courses 33

DRA 101 Acting I	3
DRA 102 Acting II: Character and Performance	3
DRA 201 Acting III: Advanced Scene Study	3
DRA 202 Acting for the Camera	3
DRA 234/235 Theatre/Film Production Practicum	6
DRA 305 Theatre Production	3
DRA 310 Film and Video Production	3
DRA 315 Careers in the Performing Arts	3
DRA 405 Directing	3
DRA 425 Senior Production (Capstone Project)	3

Applied Skills Requirements (to be selected from the following courses) 9

DRA 301 Voice and Movement for the Stage I	3
DRA 302 Voice and Movement for the Stage II	3
DRA 311 Performing Verse	3
DRA 312 Accents and Dialects	3
DRA 401 Advanced Acting Intensive	3
DRA 415 Film Editing and Post-Production	3

Required Theory/Survey (to be selected from the following courses) 6

DRA/ENG 305 Modern Drama	3
DRA/ENG 402 Shakespeare	3
DRA/ENG 408 Play Writing	3
DRA 423 Film Studies	3

For the Bachelor of Arts Degree: Foreign Language (Intermediate level) 6

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at least 12 hours must be upper-level)..... 25-28

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Arts Degree in English Literature Concentration

(SLO) English majors should be able to:

1. demonstrate knowledge of major texts and traditions of literature written in English in their social, cultural, and historical context;
2. apply concepts from literary theory and criticism in the analysis and interpretation of texts;
3. read a variety of texts critically and proficiently to demonstrate in both writing and speech the comprehension, analysis, and interpretation of those texts;
4. develop and carry out a research project and articulate it within an appropriate conceptual and methodological framework;
5. demonstrate information and technological literacy in research, and competence in MLA documentation; and
6. produce a literary expository text using the conventions of standard English as stylistically appropriate.

Degree Requirements

Semester Hours

General Education Core 41

Note: Core requirements to include a sophomore literature sequence

English Core 33

ENG 220 Introduction to English Studies 3

ENG 402 Shakespeare 3

ENG 425 English Capstone 3

Literature Requirement (choose two in addition to the two literature in the core) 6

ENG 201 World Literature I 3

ENG 202 World Literature II 3

ENG 203 British Literature I 3

ENG 204 British Literature II 3

ENG 205 American Literature I 3

ENG 206 American Literature II 3

Language and Writing 6

Choose one of the following:

ENG 315 Advanced Grammar 3

ENG 411 Linguistics 3

Choose one of the following:

ENG 313 Advanced Composition 3

ENG 314 Writing for the Professions 3

ENG 408 Playwriting 3

ENG 412 Creative Writing: Prose 3

ENG 413 Creative Writing: Poetry 3

ENG 414 Writing for Publication 3

Literature before 1800 (Choose from the following) 3

ENG 401 Old and Middle English Literature 3

ENG 403 Myth and Ancient Literature 3

ENG 404 Restoration and Eighteenth-Century Literature 3

Literature after 1800 (Choose from the following) 6

ENG 301 Nineteenth Century Novel 3

ENG 302 Romantic and Victorian Poetry 3

ENG 303 Twentieth Century Novel 3

ENG 304 Twentieth Century Poetry 3

ENG 305 Modern Drama	3
ENG 422 Southern Literature	3
Literature and Culture (Choose from the following)	3
ENG 306 Ghost Story	3
ENG 308 Literature for Youth	3
ENG 321 Women's Literature	3
ENG 421 North American Nonfiction Nature Writing	3
ENG 423 Film Studies	3
Literature Concentration (choose from the following not taken in the English Core).....	12
ENG 301 Nineteenth Century Novel	3
ENG 302 Romantic and Victorian Poetry	3
ENG 303 Twentieth Century Novel	3
ENG 304 Twentieth Century Poetry	3
ENG 305 Modern Drama	3
ENG 306 Ghost Story	3
ENG 308 Literature for Youth	3
ENG 321 Women's Literature	3
ENG 401 Old and Middle English Literature	3
ENG 403 Myth and Ancient Literature	3
ENG 404 Restoration and Eighteenth-Century Literature	3
ENG 421 North American Nonfiction Nature Writing	3
ENG 422 Southern Literature	3
ENG 423 Film Studies	3
For the Bachelor of Arts Degree: Foreign Language (Intermediate level)	6
General Electives (at least 6 hours must be upper-level).....	28
<i>Total Number of Hours Required</i>	<i>120</i>
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

Bachelor of Arts Degree in English

Writing and Language Concentration

(SLO) English majors should be able to:

1. demonstrate knowledge of major texts and traditions of literature written in English in their social, cultural, and historical context;
2. apply concepts from literary theory and criticism in the analysis and interpretation of texts;
3. read a variety of texts critically and proficiently to demonstrate in both writing and speech the comprehension, analysis, and interpretation of those texts;
4. develop and carry out a research project and articulate it within an appropriate conceptual and methodological framework;
5. demonstrate information and technological literacy in research, and competence in MLA documentation; and
6. produce a literary expository text using the conventions of standard English as stylistically appropriate.

Degree Requirements

Semester Hours

General Education Core 41

Note: Core requirements to include a sophomore literature sequence

English Core 33

ENG 220 Introduction to English Studies 3

ENG 402 Shakespeare 3

ENG 425 English Capstone 3

Literature Requirement (choose two in addition to the two literature in the core) 6

ENG 201 World Literature I 3

ENG 202 World Literature II 3

ENG 203 British Literature I 3

ENG 204 British Literature II 3

ENG 205 American Literature I 3

ENG 206 American Literature II 3

Language and Writing 6

Choose one of the following:

ENG 315 Advanced Grammar 3

ENG 411 Linguistics 3

Choose one of the following:

ENG 313 Advanced Composition 3

ENG 314 Writing for the Professions 3

ENG 408 Playwriting 3

ENG 412 Creative Writing: Prose 3

ENG 413 Creative Writing: Poetry 3

ENG 414 Writing for Publication 3

Literature before 1800 (Choose from the following) 3

ENG 401 Old and Middle English Literature 3

ENG 403 Myth and Ancient Literature 3

ENG 404 Restoration and Eighteenth-Century Literature 3

Literature after 1800 (Choose from the following) 6

ENG 301 Nineteenth Century Novel 3

ENG 302 Romantic and Victorian Poetry 3

ENG 303 Twentieth Century Novel 3

ENG 304 Twentieth Century Poetry	3
ENG 305 Modern Drama	3
ENG 422 Southern Literature	3

Literature and Culture (Choose from the following) 3

ENG 306 Ghost Story	3
ENG 308 Literature for Youth	3
ENG 321 Women's Literature	3
ENG 421 North American Nonfiction Nature Writing	3
ENG 423 Film Studies	3

Writing and Language Concentration (choose from the following not in the English Core) ... 12

ENG 313 Advanced Composition	3
ENG 314 Writing for the Professions	3
ENG 315 Advanced Grammar	3
ENG 408 Playwriting	3
ENG 411 Linguistics	3
ENG 412 Creative Writing: Prose	3
ENG 413 Creative Writing: Poetry	3
ENG 414 Writing for Publication	3
ENG 498 English Internship	3

For the Bachelor of Arts Degree: Foreign Language (Intermediate level) 6

General Electives (at least 6 hours must be upper-level)..... 28

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Arts Degree in English

TESOL Concentration

(SLO) English majors should be able to:

1. demonstrate knowledge of major texts and traditions of literature written in English in their social, cultural, and historical context;
2. apply concepts from literary theory and criticism in the analysis and interpretation of texts;
3. read a variety of texts critically and proficiently to demonstrate in both writing and speech the comprehension, analysis, and interpretation of those texts;
4. develop and carry out a research project and articulate it within an appropriate conceptual and methodological framework;
5. demonstrate information and technological literacy in research, and competence in MLA documentation; and
6. produce a literary expository text using the conventions of standard English as stylistically appropriate.

Degree Requirements

Semester Hours

General Education Core 41

Note: Core requirements to include a sophomore literature sequence

English Core 33

ENG 220 Introduction to English Studies 3

ENG 402 Shakespeare 3

ENG 425 English Capstone 3

Literature Requirement (choose two in addition to the two literature in the core) 6

ENG 201 World Literature I 3

ENG 202 World Literature II 3

ENG 203 British Literature I 3

ENG 204 British Literature II 3

ENG 205 American Literature I 3

ENG 206 American Literature II 3

Language and Writing 6

Choose one of the following:

ENG 315 Advanced Grammar 3

ENG 411 Linguistics 3

Choose one of the following:

ENG 313 Advanced Composition 3

ENG 314 Writing for the Professions 3

ENG 408 Playwriting 3

ENG 412 Creative Writing: Prose 3

ENG 413 Creative Writing: Poetry 3

ENG 414 Writing for Publication 3

Literature before 1800 (Choose from the following) 3

ENG 401 Old and Middle English Literature 3

ENG 403 Myth and Ancient Literature 3

ENG 404 Restoration and Eighteenth-Century Literature 3

Literature after 1800 (Choose from the following) 6

ENG 301 Nineteenth Century Novel 3

ENG 302 Romantic and Victorian Poetry 3

ENG 303 Twentieth Century Novel 3

ENG 304 Twentieth Century Poetry	3
ENG 305 Modern Drama	3
ENG 422 Southern Literature	3
Literature and Culture (Choose from the following)	3
ENG 306 Ghost Story	3
ENG 308 Literature for Youth	3
ENG 321 Women's Literature	3
ENG 421 North American Nonfiction Nature Writing	3
ENG 423 Film Studies	3
TESOL Concentration (choose from the following not taken in the English Core)	12
ENG 315 Advanced Grammar	3
ENG 330 Second Language Acquisition	3
ENG 333 TESOL Practicum	3
ENG 335 Methodology and Assessment	3
ENG 411 Linguistics	3
For the Bachelor of Arts Degree: Foreign Language (Intermediate level)	6
General Electives (at least 6 hours must be upper-level).....	28
<i>Total Number of Hours Required</i>	<i>120</i>
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

Bachelor of Arts Degree in English

Licensure in Grades 6-12 Concentration

(SLO) Expected Outcomes:

1. Teacher candidates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.
2. Teacher candidates shall complete clinical practice and a seminar course in the last semester of their senior year.
3. Teacher candidates of the licensure program will pass the appropriate Praxis II exam.

Degree Requirements

Semester Hours

General Education Core 42

Note: Core requirements to include EDU 101, ENG 205, ENG 206, DRA 131, and PSY 113.

Additional Courses for Entrance into Education Program 3

PSY 211 Developmental Psychology - Lifespan 3

English Core 33

ENG 220 Introduction to English Studies 3

ENG 315 Advanced Grammar 3

ENG 402 Shakespeare 3

ENG 411 Linguistics 3

ENG 425 English Capstone 3

Literature Requirement (choose two in addition to the two literature in the core) 6

ENG 201 World Literature I 3

ENG 202 World Literature II 3

ENG 203 British Literature I 3

ENG 204 British Literature II 3

Literature before 1800 (Choose from the following) 3

ENG 401 Old and Middle English Literature 3

ENG 403 Myth and Ancient Literature 3

ENG 404 Restoration and Eighteenth-Century Literature 3

Literature after 1800 (Choose from the following) 6

ENG 301 Nineteenth Century Novel 3

ENG 302 Romantic and Victorian Poetry 3

ENG 303 Twentieth Century Novel 3

ENG 304 Twentieth Century Poetry 3

ENG 305 Modern Drama 3

ENG 422 Southern Literature 3

Literature and Culture (Choose from the following) 3

ENG 306 Ghost Story 3

ENG 308 Literature for Youth 3

ENG 321 Women's Literature 3

ENG 421 North American Nonfiction Nature Writing 3

ENG 423 Film Studies 3

Professional Education Courses 36

EDU 308 Psychology of Learning & Cognition 3

EDU 315 Exceptional Child 3

EDU 331 Educational Assessment	4
EDU 342 Classroom Management	3
EDU 360 Multicultural Education	3
EDU 410 Technology in Education	2
EDU 415 Teaching Reading in Grades 6-12	3
EDU 425 Strategies for Teaching Grades 6-12	3
EDU 456 Clinical Practice in Grades 6-12	11
EDU 457 Clinical Practice Seminar 6-12	1

For the Bachelor of Arts Degree: Foreign Language (Intermediate level) 6

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Associate of Arts or Associate of Science Degree in General Studies

(SLO) Expected Outcomes:

Graduates will be able to

1. Communicate effectively in both speaking and writing
2. Think critically and creatively
3. Reason quantitatively, scientifically, and ethically to reach logical conclusions
4. Develop effective research strategies employing appropriate technologies

Degree Requirements

Semester Hours

General Education Core	41
FYE 101 First Year Experience I	1
FYE 102 First Year Experience II	1
ENG 101 Composition I	3
ENG 102 Composition II	3
Literature (choose one from the following)	3
ENG 201, 202, 203, 204, 205, or 206.....	3
History (choose one from the following)	3
HIS 111, 112, 201, or 202	3
Religion and Philosophy (choose one from the following)	3
REL 101, 102, 201, or 241	3
Fine Arts (choose one from the following)	3
ART 121, 131, 143, 211, or 251	3
ENG 131	3
MUS 231, 233, 235, or MUS 236	3
Additional Humanities	3
another Literature, History, Religion/Philosophy or Fine Arts	3
Speech	3
Mathematics (choose one from the following)	3
MAT 131, 141, 142, 171, 211, or 231	3
Natural Science (choose two from the following)	8
BIO 111, 112, 115, 116	4
CHE 111, 112	4
PHY 101, 102, 105, 241, 242, 251, 252	4
Physical Education	1
PE activity class	1
Social Sciences (choose one from the following)	3
BUS 201 or 202	3
HIS 221	3
PSY 113	3
SOC 211	3
General Electives (all hours must be lower-level)	19
<i>Total Number of Hours Required</i>	<i>60</i>

Bachelor of Arts or Bachelor of Science Degree in Interdisciplinary Studies

(SLO) Expected Outcomes:

The successful graduates will exhibit:

1. The ability to think critically, to organize ideas, and to communicate in an increasingly diverse world
2. An appreciation of the value of education and a desire for continued learning.

Degree Requirements

Semester Hours

General Education Core 41

Note: For the BS degree, the Core should include PSY 113.

First Focus Area 27

Select a focus area from the following disciplines. At least 15 hours must be taken from a single discipline:

Business: Accounting, Management, Management Information Systems, Sport Management

Education: Education, Human Performance & PE

Humanities: Art, English, Dramatic Arts, Music, Religion and Philosophy

Math & Science: Biology, Chemistry, Computer Science, Mathematics, Physical Science

Nursing: Nursing, Public Health Education

Social Science: Criminal Justice, History, Homeland Security, Psychology, Sociology, Social Work

Second Focus Area 12

Select a second focus area apart from the first. At least 6 hours must be taken from a single discipline.

Senior Experience 6

Upper-level writing, research, readings, special topics or internship 3

LBA 400 or Senior Capstone appropriate to student's course of study 3

For the Bachelor of Arts Degree: Foreign Language (Intermediate level) 6

For the Bachelor of Science Degree: Computer Literacy..... 3

General Electives 28-31

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Arts Degree in Music

(SLO) Expected Outcomes:

1. Students will develop skilled musicianship as it relates to their chosen performance medium, demonstrated through applied lessons, participation in ensembles, juries and public performance.
2. Students will demonstrate musical competence, including historical, theoretical, analytical, and keyboard expertise as illustrated by the Piano Proficiency Examination, Sophomore Evaluation and Senior Capstone Project.
3. Students will develop an E-Portfolio that will represent the student's synthesized understanding of their undergraduate experience and serve as a presentation of materials needed for the post-graduation process

Degree Requirements

Semester Hours

General Education Core 41

Note: Core requirements to MUS 233, 235, or 236.

Music Core Requirements..... 16

MUS 101 Music Theory I	3
MUS 102 Music Theory II	3
MUS 201 Music Theory III	3
MUS 202 Music Theory IV	3
MUS 104 Musicianship Skill Lab I	1
MUS 105 Musicianship Skills Lab II	1
MUS 204 Musicianship Skills Lab III	1
MUS 205 Musicianship Skills Lab IV	1

Required Upper-Level Music Courses..... 12

MUS 303 Introduction to Music Technology	3
MUS 304 Conducting	3
MUS 401 Music History I	3
MUS 402 Music History II	3
MUS 491 Senior Recital Capstone	0

Applied Music..... 12

MUA 108 Recital Attendance & Performance (must take 8 times for 0 credit).....	0
MUA 177 Applied Music Lessons I	1
MUA 178 Applied Music Lessons II	1
MUA 277 Applied Music Lessons III	1
MUA 278 Applied Music Lessons IV	1
MUA 377 Applied Music Lessons V	1
MUA 378 Applied Music Lessons VI	1
MUA 477 Applied Music Lessons VII	1
MUA 478 Applied Music Lessons VIII	1
MUA 161 Class Piano I	1
MUA 162 Class Piano II	1
MUA 261 Class Piano III	1
MUA 262 Class Piano IV	1

Music Ensembles (all 8 credits must be in the same ensemble) 8

MUA 101 College Choir (must take 4 times for 1 credit)	4
MUA 301 College Choir (must take 4 times for 1 credit)	4

Upper-level Music Electives (choose from the following).....	10
MUS 305 Instrumentation and Arranging	3
MUS 313 Songwriting Workshop	1-3
MUS 405 Choral Literature	3
MUS 498 Music Internship.....	1-9
MUS 499 Selected Topics and Readings in Music.....	1-9
MUA 3xx Upper Level Music Ensembles (Chamber Choir, Richland Creek, etc). 1-3	
For the Bachelor of Arts Degree: Foreign Language (Intermediate level)	6
General Electives (at least 12 hours must be upper-level).....	15
Total Number of Hours Required	120
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

***Note:** The one-hour courses are usually an activity, but they can also be directed studies, mini-research, etc. For example, since I have been here, two students have had a 1-hour option related to drama. For music, yes, those majors have so many requirements that you see colleges giving 0, .25, .50 credit hours so that students can get in all the required recitals, juries, performances, etc.*

Bachelor of Arts or Bachelor of Science Degree in Religion and Philosophy

(SLO) Expected Outcomes:

Graduates of the department of Religion and Philosophy will demonstrate

1. Knowledge of critical skills for the study of religion, philosophy, and religious traditions, including:
 - a) an understanding of the major methods and interpretive theories in the field of biblical studies,
 - b) the ability to read and discuss complex philosophical and religious texts from sources across a range of historical periods and from a variety of traditions
 - c) proficiency in the conventions of academic written and oral forms, including developing high-quality written research products.
2. Critical thinking and problem-solving skills, including the ability to:
 - a) engage with cultural diversity when analyzing the interaction of religious and philosophical views with institutions and cultures in which the traditions find themselves
 - b) discern accurate and credible knowledge about diverse religious traditions and expressions
 - c) consider ethical problems and propose a defensible moral position
 - d) distinguish confessional or prescriptive statements about religion from descriptive or analytical statements.

Degree Requirements

Semester Hours

General Education Core 41

Note: The General Education Core should include REL 241 and PSY 113.

Required Related Course 3

SOC 211 Introduction to Sociology..... 3

Religion and Philosophy Core..... 21

REL 101 History and Literature of the Hebrew Bible 3

REL 102 History and Literature of the New Testament 3

REL 201 World Religions 3

REL 202 Archaeology and the Ancient Near East 3

REL 325 Concepts of Ethics..... 3

REL 330 Philosophy of Religion..... 3

REL 495 Capstone..... 3

Upper-Level Religion and Philosophy Electives (choose from the following) 21

REL 342 The Bible as Literature 3

REL 370 Christianity and Unbelief 3

REL 371 Concepts of Being Human 3

REL 372 Social Ethics 3

REL 375 Faith and Popular Culture..... 3

REL 380 The Battle for God: Fundamentalism in Religious Life 3

REL 399 Bioethics 3

REL 401 History of Christian Thought 3

REL 412 Twentieth Century Continental Philosophers 3

REL 440 Religion in America 3

REL 450 The Holocaust in Historical Perspective 3

REL 498 Internship..... 3

REL 499 Selected Topics and Readings in Religion 3

For the Bachelor of Arts Degree: Foreign Language (Intermediate level)	6
For the Bachelor of Science Degree: Computer Literacy	3
General Electives (at least 12 hours must be upper-level).....	28-31
<i>Total Number of Hours Required</i>	<i>120</i>
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

Math & Sciences Division

BS in Biology

- General Biology Concentration

- Biomedical Sciences & Biotechnology Concentration

- Wildlife Biology & Ecology Concentration

- Licensure in Grades 6-12 Concentration

BS in Chemistry

- General Chemistry Concentration

- Biochemistry Concentration

- Forensics Concentration

BS in Computer Information Systems

- Application Development & Support Concentration

- Database Management Concentration

- Networking & Information Assurance Concentration

BS in Cybersecurity

- Certificate in Cybersecurity

BS in Mathematics

- Licensure in Grades 6-10/6-12 Concentration

Bachelor of Science Degree in Biology

General Biology Concentration

(SLO) Expected Outcomes:

1. Students will demonstrate an understanding of laboratory skills relevant to the life sciences. They will demonstrate an understanding of how to formulate rational hypotheses, test them experimentally, gather and analyze data, and present their results professionally.
2. Students will demonstrate an understanding of how the structure and function of DNA underlies heredity, and how genetic information flows according to the Central Dogma of Molecular Biology.
3. Students will demonstrate an understanding of both cell structure and the fundamentals of metabolism, and explain how all life shares a common molecular basis.
4. Students will demonstrate an understanding of ecological principles, ecosystem structures, and human impact on ecosystems.
5. Students will demonstrate an understanding of how evolutionary processes lead to organismal diversity, and also explain the phylogenetic relationships between major groups of organisms.

Degree Requirements

Semester Hours

General Education Core 41-43

Note: The Core should include REL 241, MAT 141 or MAT 231, CHE 111, and CHE 112.

Required Chemistry Courses 8

CHE 211 Organic Chemistry I 4

CHE 212 Organic Chemistry II 4

Required Biology Courses 14

BIO 111/115 General Biology I 4

BIO 112/116 General Biology II 4

BIO 301 Genetics 4

BIO 310 Biology Seminar 2

General Biology Courses 12

BIO 331 Cell Biology 4

BIO 361 Biology of Microorganisms 4

BIO 341 Ecology 4

Biology Electives (Choose from the following) 12

BIO 201 Human Anatomy and Physiology I 4

BIO 202 Human Anatomy and Physiology II 4

BIO 261 Microbiology for Health Sciences 4

BIO 312 Topics in Biology 3

BIO 313 Topics in Biology Lab 1

BIO 317 Marine Biology 4

BIO 318 Conservation Biology 3

BIO 350 Botanical Diversity 4

BIO 399 Bioethics 3

BIO 402 Molecular Genetics & Synthetic Biology 3

BIO 411 Immunology 3

BIO 426 Vertebrate Development 4

BIO 440 Invertebrate Zoology 4

BIO 441 Vertebrate Zoology 4

BIO 442 General Ichthyology 4

BIO 444 Independent Research	1-9
BIO 498 Biology Internship.....	1-6
CHE 411 Biochemistry	3
PSY 424 Neuropsychology	3

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at most 24 need to be upper-level) 28-30

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science Degree in Biology

Biomedical Sciences and Biotechnology Concentration

(SLO) Expected Outcomes:

1. Students will demonstrate an understanding of laboratory skills relevant to the life sciences. They will demonstrate an understanding of how to formulate rational hypotheses, test them experimentally, gather and analyze data, and present their results professionally.
2. Students will demonstrate an understanding of how the structure and function of DNA underlies heredity, and how genetic information flows according to the Central Dogma of Molecular Biology.
3. Students will demonstrate an understanding of both cell structure and the fundamentals of metabolism and explain how all life shares a common molecular basis.
4. Students will demonstrate an understanding of ecological principles, ecosystem structures, and human impact on ecosystems.
5. Students will demonstrate an understanding of how evolutionary processes lead to organismal diversity, and also explain the phylogenetic relationships between major groups of organisms.

Degree Requirements

Semester Hours

General Education Core 43

Note: The Core should include REL 241, MAT 141, CHE 111, and CHE 112.

Required Chemistry Courses 8

CHE 211 Organic Chemistry I 4

CHE 212 Organic Chemistry II 4

Required Biology Courses 14

BIO 111/115 General Biology I 4

BIO 112/116 General Biology II 4

BIO 301 Genetics 4

BIO 310 Biology Seminar 2

Biomedical Sciences and Biotechnology Courses 20

BIO 331 Cell Biology 4

BIO 361 Biology of Microorganisms 4

CHE 411 Biochemistry 3

CHE 412 Biochemistry II 3

CHE 413 Biochemistry Methods 3

Choose one from the following: 3

BIO 444 Independent Research 3

BIO 498 Biology Internship..... 3

Biology Electives (Choose from the following) 9

BIO 201 Human Anatomy and Physiology I 4

BIO 202 Human Anatomy and Physiology II 4

BIO 261 Microbiology for Health Sciences 4

BIO 312 Topics in Biology 3

BIO 313 Topics in Biology Lab 1

BIO 317 Marine Biology 4

BIO 318 Conservation Biology 3

BIO 341 Ecology 4

BIO 350 Botanical Diversity	4
BIO 399 Bioethics	3
BIO 411 Immunology	3
BIO 426 Vertebrate Development	4
BIO 440 Invertebrate Zoology	4
BIO 441 Vertebrate Zoology	4
BIO 442 General Ichthyology.....	4
BIO 444 Independent Research	1-9
BIO 498 Biology Internship.....	1-6
PSY 424 Neuropsychology	3

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at most 16 need to be upper-level) 23

Total Number of Hours Required..... 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science Degree in Biology

Wildlife Biology and Ecology Concentration

(SLO) Expected Outcomes:

1. Students will demonstrate an understanding of laboratory skills relevant to the life sciences. They will demonstrate an understanding of how to formulate rational hypotheses, test them experimentally, gather and analyze data, and present their results professionally.
2. Students will demonstrate an understanding of how the structure and function of DNA underlies heredity, and how genetic information flows according to the Central Dogma of Molecular Biology.
3. Students will demonstrate an understanding of both cell structure and the fundamentals of metabolism, and explain how all life shares a common molecular basis.
4. Students will demonstrate an understanding of ecological principles, ecosystem structures, and human impact on ecosystems.
5. Students will demonstrate an understanding of how evolutionary processes lead to organismal diversity, and also explain the phylogenetic relationships between major groups of organisms.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include REL 241, MAT 231, CHE 111, and CHE 112.

Required Chemistry Courses 8

CHE 211 Organic Chemistry I 4

CHE 212 Organic Chemistry II 4

Required Biology Courses 14

BIO 111/115 General Biology I 4

BIO 112/116 General Biology II 4

BIO 301 Genetics 4

BIO 310 Biology Seminar 2

Wildlife Ecology Courses 15-16

BIO 341 Ecology 4

BIO 350 Botanical Diversity 4

Choose one from the following: 3-4

BIO 317 Marine Biology 4

BIO 318 Conservation Biology 3

Choose one from the following: 4

BIO 440 Invertebrate Zoology 4

BIO 441 Vertebrate Zoology 4

BIO 442 General Ichthyology 4

Biology Electives (Choose from the following) 12

BIO 201 Human Anatomy and Physiology I 4

BIO 202 Human Anatomy and Physiology II 4

BIO 261 Microbiology 4

BIO 312 Topics in Biology 3

BIO 313 Topics in Biology Lab 1

BIO 331 Cell Biology 4

BIO 399 Bioethics 3

BIO 411 Immunology 3

BIO 426 Vertebrate Development	4
BIO 442 General Ichthyology.....	4
BIO 444 Independent Research	1-9
BIO 498 Biology Internship.....	1-6
CHE 411 Biochemistry	3
PSY 424 Neuropsychology	3
For the Bachelor of Science Degree: Computer Literacy	3
General Electives (at most 21 need to be upper-level).....	26-27
<i>Total Number of Hours Required</i>	<i>120</i>
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

Bachelor of Science Degree in Biology

Licensure in Grades 6-12 Concentration

(SLO) Expected Outcomes:

1. Teacher candidates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.
2. Teacher candidates shall complete clinical practice and a seminar course in the last semester of their senior year.
3. Teacher candidates of the licensure program will pass the appropriate Praxis II exam.

Degree Requirements

Semester Hours

General Education Core 42-44

Note: The Core should include EDU 101, MAT 141 or MAT 231, CHE 111, CHE 112, PSY 113.

Additional Required Courses 3

PSY 211 Developmental Psychology – Lifespan 3

Required Biology Courses 26

BIO 111/115 General Biology I 4

BIO 112/116 General Biology II 4

BIO 301 Genetics 4

BIO 310 Biology Seminar 2

BIO 331 Cell Biology 4

BIO 341 Ecology 4

BIO 361 Biology of Microorganisms 4

Biology Electives (Choose from the following) 8

BIO 201 Human Anatomy and Physiology I 4

BIO 202 Human Anatomy and Physiology II 4

BIO 261 Microbiology for the Health Sciences..... 4

BIO 312 Topics in Biology 3

BIO 313 Topics in Biology Lab 1

BIO 317 Marine Biology 4

BIO 318 Conservation Biology 3

BIO 350 Botanical Diversity 4

BIO 399 Bioethics 3

BIO 411 Immunology 3

BIO 426 Vertebrate Development 4

BIO 440 Invertebrate Zoology 4

BIO 441 Vertebrate Zoology 4

BIO 442 General Ichthyology 4

PSY 424 Neuropsychology 3

Professional Education Courses 36

EDU 308 Psychology of Learning & Cognition 3

EDU 315 Exceptional Child 3

EDU 331 Educational Assessment 4

EDU 342 Classroom Management 3

EDU 360 Multicultural Education 3

EDU 410 Technology in Education 2

EDU 415 Teaching Reading in Grades 6-12	3
EDU 425 Strategies for Teaching Grades 6-12	3
EDU 456 Clinical Practice in Grades 6-12	11
EDU 457 Clinical Practice Seminar 6-12	1

For the Bachelor of Science Degree: Computer Literacy..... 3

General Electives..... 0-2

Total Number of Hours Required 120

Bachelor of Science Degree in Chemistry

General Chemistry Concentration

(SLO) Expected Outcomes:

1. Students will be able to apply the fundamental principles of chemistry.
2. Students will demonstrate chemical problems solving, critical thinking, and analytical reasoning.
3. Students will be able to design, carry out, record, and analyze experiments in the laboratory using a variety of laboratory skills.
4. Students will be able to communicate effectively through oral and written reports.
5. Students will have the chemistry skills and knowledge which are required for career opportunities in industry, graduate school, or professional school.

Degree Requirements

Semester Hours

General Education Core 42

Note: The Core should include REL 241, MAT 142, PHY 241, and PHY 242.

Required Mathematics Courses 4

MAT 241 Calculus II 4

Required Chemistry Courses 32

CHE 111 General Chemistry I 4

CHE 112 General Chemistry II 4

CHE 211 Organic Chemistry I 4

CHE 212 Organic Chemistry II 4

CHE 311 Analytical Chemistry 4

CHE 312 Instrumental Analysis 4

CHE 411 Biochemistry 3

CHE 421 Physical Chemistry I 4

CHE 480 Seminar 1

Chemistry Capstone (choose one) 1-3

CHE 490 Senior Research Capstone 3

CHE 491 Senior Prospectus Capstone 1

Chemistry Electives (Choose from the following) 6

CHE 322 Environmental Chemistry 4

CHE 395 Special Topics 3

CHE 412 Biochemistry II 3

CHE 413 Biochemistry Methods 3

CHE 422 Physical Chemistry 4

CHE 495 Independent Study 1-3

CHE 498 Chemistry Internship 1-3

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at most 19 need to be upper-level) 30-32

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science Degree in Chemistry

Biochemistry Concentration

(SLO) Expected Outcomes:

1. Students will be able to apply the fundamental principles of chemistry.
2. Students will demonstrate chemical problems solving, critical thinking, and analytical reasoning.
3. Students will be able to design, carry out, record, and analyze experiments in the laboratory using a variety of laboratory skills.
4. Students will be able to communicate effectively through oral and written reports.
5. Students will have the chemistry skills and knowledge which are required for career opportunities in industry, graduate school, or professional school.

Degree Requirements

Semester Hours

General Education Core 42

Note: The Core should include REL 241, MAT 142, PHY 241, and PHY 242.

Required Biology Courses 20

BIO 111/115 General Biology I 4

BIO 112/116 General Biology II 4

BIO 261 Microbiology for Health Sciences 4

BIO 301 Genetics 4

BIO 331 Cell Biology 4

Required Mathematics Courses 4

MAT 241 Calculus II 4

Required Chemistry Courses 32

CHE 111 General Chemistry I 4

CHE 112 General Chemistry II 4

CHE 211 Organic Chemistry I 4

CHE 212 Organic Chemistry II 4

CHE 311 Analytical Chemistry 4

CHE 411 Biochemistry 3

CHE 412 Biochemistry II 3

CHE 413 Biochemistry Methods 3

CHE 421 Physical Chemistry I 4

CHE 480 Seminar 1

Chemistry Capstone (choose one) 1-3

CHE 490 Senior Research Capstone 3

CHE 491 Senior Prospectus Capstone 1

Chemistry Electives (Choose from the following) 3-4

CHE 312 Instrumental Analysis 3

CHE 322 Environmental Chemistry 4

CHE 395 Special Topics 3

CHE 422 Physical Chemistry 4

CHE 495 Independent Study 1-3

CHE 498 Chemistry Internship 1-3

For the Bachelor of Science Degree: Computer Literacy	3
General Electives (at most 12 need to be upper-level)	12-15
<i>Total Number of Hours Required</i>	<i>120</i>
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

Bachelor of Science Degree in Chemistry

Forensics Concentration

(SLO) Expected Outcomes:

1. Students will be able to apply the fundamental principles of chemistry.
2. Students will demonstrate chemical problems solving, critical thinking, and analytical reasoning.
3. Students will be able to design, carry out, record, and analyze experiments in the laboratory using a variety of laboratory skills.
4. Students will be able to communicate effectively through oral and written reports.
5. Students will have the chemistry skills and knowledge which are required for career opportunities in industry, graduate school, or professional school.

Degree Requirements

Semester Hours

General Education Core 42

Note: The Core should include REL 241, MAT 142, PHY 241, and PHY 242.

Required Biology Courses 12

BIO 111/115 General Biology I 4
 BIO 112/116 General Biology II 4
 BIO 301 Genetics 4

Required Criminal Justice Courses 15

CJ 101 Intro to Criminal Justice 3
 CJ 305 Criminal Investigation 3
 CJ 330 Professional Ethics and Legal Liabilities 3
 CJ 380 Forensics and CSI 3
 CJ 405 Criminal Law 3

Required Mathematics Courses 4

MAT 241 Calculus II 4

Required Chemistry Courses 31

CHE 111 General Chemistry I 4
 CHE 112 General Chemistry II 4
 CHE 211 Organic Chemistry I 4
 CHE 212 Organic Chemistry II 4
 CHE 311 Analytical Chemistry 4
 CHE 312 Instrumental Analysis 4
 CHE 411 Biochemistry 3
 CHE 413 Biochemistry Methods 3
 CHE 480 Seminar 1

Chemistry Capstone (choose one) 1-3

CHE 490 Senior Research Capstone 3
 CHE 491 Senior Prospectus Capstone 1

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at most 10 must be upper-level) 10-12

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science Degree in Computer Information Systems Application Development and Support Concentration

(SLO) Expected Outcomes:

1. Graduates will demonstrate an understanding of fundamental digital computing theory and the associated mathematical foundations essential for establishing a strong foundation for a lifelong career in Computer Information Systems.
2. Graduates will have communication, problem solving, and analytical skills necessary for professional employment or graduate studies in computer information systems or a related field.
3. Graduates will demonstrate an understanding of the fundamentals of computer architecture as well as the capabilities and the limitations of digital computers.
4. Graduates will be proficient in modern programming languages.
5. Graduates will apply the generally accepted ethical and professional considerations inherent in software and hardware design and application.

<i>Degree Requirements</i>	<i>Semester Hours</i>
General Education Core	42
<i>Note: The Core should include MAT 142.</i>	
Required Mathematics Courses	7
MAT 231 Statistics	3
MAT 241 Calculus II	4
Required Computer Science Courses	41
CS 200 Discrete Structures	3
CS 220 Data Structures	3
CS 240 Project Management	3
CS 310 System Architecture and Assembly Language Programming	3
CS 315 Operating Systems Analysis and Administration	3
CS 340 System Analysis and Design.....	3
CS 330 Networks and Distributed Data Processing	3
CS 350 Ethics and Professionalism in Computer Programming	3
CS 355 Introduction to Geographic Information Systems.....	3
CS 360 Security of Information Systems	3
CS 410 Server Administration	3
CS 411 Server Administration Lab	1
CS 435 Software Engineering	3
CS 450 Database Development and Administration	3
CS 451 Database Lab	1
CIS Capstone (choose one)	3
CS 480 Capstone.....	3
CS 498 Internship	3
Application Development and Support Concentration	15
CS 230 Design and Analysis of Algorithms	3
CS 305 Information Systems Applications.....	3
CS 370 Wireless Networking and Devices.....	3
CS 430 Mobile Programming and Web Applications	3
CS 437 Software Engineering II.....	3
For the Bachelor of Science Degree: CS 110 Intro to Programming	3
General Electives.....	9
Total Number of Hours Required	120

Bachelor of Science Degree in Computer Information Systems

Database Management Concentration

(SLO) Expected Outcomes:

1. Graduates will demonstrate an understanding of fundamental digital computing theory and the associated mathematical foundations essential for establishing a strong foundation for a lifelong career in Computer Information Systems.
2. Graduates will have communication, problem solving, and analytical skills necessary for professional employment or graduate studies in computer information systems or a related field.
3. Graduates will demonstrate an understanding of the fundamentals of computer architecture as well as the capabilities and the limitations of digital computers.
4. Graduates will be proficient in modern programming languages.
5. Graduates will apply the generally accepted ethical and professional considerations inherent in software and hardware design and application.

<i>Degree Requirements</i>	<i>Semester Hours</i>
General Education Core	42
<i>Note: The Core should include MAT 142.</i>	
Required Mathematics Courses	7
MAT 231 Statistics	3
MAT 241 Calculus II	4
Required Computer Science Courses	41
CS 200 Discrete Structures	3
CS 220 Data Structures	3
CS 240 Project Management	3
CS 310 System Architecture and Assembly Language Programming	3
CS 315 Operating Systems Analysis and Administration	3
CS 340 System Analysis and Design	3
CS 330 Networks and Distributed Data Processing	3
CS 350 Ethics and Professionalism in Computer Programming	3
CS 355 Introduction to Geographic Information Systems	3
CS 360 Security of Information Systems	3
CS 410 Server Administration	3
CS 411 Server Administration Lab	1
CS 435 Software Engineering	3
CS 450 Database Development and Administration	3
CS 451 Database Lab	1
CIS Capstone (choose one)	3
CS 480 Capstone	3
CS 498 Internship	3
Database Management Concentration	15
CS 320 Operating Systems II	3
CS 370 Wireless Networking and Devices	3
CS 437 Software Engineering II	3
CS 455 Advanced Database Applications	3
CS 475 Digital Forensics	3
For the Bachelor of Science Degree: CS 110 Intro to Programming	3
General Electives	9
Total Number of Hours Required	120

Bachelor of Science Degree in Computer Information Systems

Networking and Information Assurance Concentration

(SLO) Expected Outcomes:

1. Graduates will demonstrate an understanding of fundamental digital computing theory and the associated mathematical foundations essential for establishing a strong foundation for a lifelong career in Computer Information Systems.
2. Graduates will have communication, problem solving, and analytical skills necessary for professional employment or graduate studies in computer information systems or a related field.
3. Graduates will demonstrate an understanding of the fundamentals of computer architecture as well as the capabilities and the limitations of digital computers.
4. Graduates will be proficient in modern programming languages.
5. Graduates will apply the generally accepted ethical and professional considerations inherent in software and hardware design and application.

Degree Requirements

Semester Hours

General Education Core 42

Note: The Core should include MAT 142.

Required Mathematics Courses 7

MAT 231 Statistics 3
MAT 241 Calculus II 4

Required Computer Science Courses 41

CS 200 Discrete Structures 3
CS 220 Data Structures 3
CS 240 Project Management 3
CS 310 System Architecture and Assembly Language Programming 3
CS 315 Operating Systems Analysis and Administration 3
CS 340 System Analysis and Design 3
CS 330 Networks and Distributed Data Processing 3
CS 350 Ethics and Professionalism in Computer Programming 3
CS 355 Introduction to Geographic Information Systems 3
CS 360 Security of Information Systems 3
CS 410 Server Administration 3
CS 411 Server Administration Lab 1
CS 435 Software Engineering 3
CS 450 Database Development and Administration 3
CS 451 Database Lab 1

CIS Capstone (choose one) 3

CS 480 Capstone 3
CS 498 Internship 3

Networking and Information Assurance Concentration 18

CS 320 Operating Systems II 3
CS 335 Neural Networks 3
CS 370 Wireless Networking and Devices 3
CS 380 Cryptography 3

CS 455 Advanced Database Applications	3
CS 475 Digital Forensics	3
For the Bachelor of Science Degree: CS 110 Intro to Programming	3
General Electives.....	6
<i>Total Number of Hours Required</i>	<i>120</i>

Bachelor of Science Degree in Cybersecurity

(SLO) Expected Outcomes:

1. Graduates will demonstrate an understanding of fundamental digital computing theory and the associated mathematical foundations essential for establishing a strong foundation for a lifelong career in cybersecurity.
2. Graduates will demonstrate communication, problem solving, and analytical skills necessary for professional employment or graduate studies in cybersecurity or a related field.
3. Graduates will demonstrate an understanding of the fundamentals of computer architecture as well as the capabilities and the limitations of digital computers.
4. Graduates will demonstrate proficiency in modern programming languages.
5. Graduates will explain the ethical and professional considerations inherent in software and hardware design and application.

Degree Requirements

Semester Hours

General Education Core 42

Note: The Core should include MAT 142.

Required Business Courses (choose two) 6

BUS 320 Management of Information Systems 3

BUS 330 Principles of Management..... 3

BUS 434 Organizational Behavior Management..... 3

Required Criminal Justice Courses 9

CJ 101 Intro to Criminal Justice 3

CJ 305 Criminal Investigations..... 3

Criminal Justice Elective (choose one) 3

CJ 230 Introduction to Homeland Security 3

CJ 344 Cyber Crime..... 3

CJ 380 Forensic and Crime Scene Investigations..... 3

Required Mathematics Courses 7

MAT 231 Statistics 3

MAT 241 Calculus II..... 4

Required Cybersecurity Courses 47

CS 200 Discrete Structures 3

CS 220 Data Structures 3

CS 230 Design and Analysis of Algorithms 3

CS 240 Project Management 3

CS 310 System Architecture and Assembly Language Programming 3

CS 315 Operating Systems Analysis and Administration 3

CS 330 Networks and Distributed Data Processing 3

CS 340 System Analysis and Design..... 3

CS 350 Ethics and Professionalism in Computer Programming 3

CS 360 Security of Information Systems 3

CS 410 Server Administration 3

CS 411 Server Administration Lab 1

CS 435 Software Engineering 3

CS 450 Database Development and Administration 3

CS 451 Database Lab	1
CS 460 Software Reverse Engineering	3
CS 475 Digital Forensics	3
Cybersecurity Capstone (choose one)	3
CS 480 Capstone.....	3
CS 498 Internship	3
Cybersecurity Electives (Choose from the following)	3
CS 370 Wireless Networking and Devices	3
CS 380 Cryptography	3
For the Bachelor of Science Degree: CS 110 Intro to Programming	3
<i>Total Number of Hours Required</i>	<i>120</i>

Undergraduate Certificate in Cybersecurity

(SLO) Expected Outcomes:

1. Graduates will demonstrate an understanding of fundamental digital computing theory and the associated mathematical foundations essential for establishing a strong foundation for a lifelong career in cybersecurity.
2. Graduates will demonstrate communication, problem solving, and analytical skills necessary for professional employment or graduate studies in cybersecurity or a related field.
3. Graduates will demonstrate an understanding of the fundamentals of computer architecture as well as the capabilities and the limitations of digital computers.
4. Graduates will demonstrate proficiency in modern programming languages.
5. Graduates will explain the ethical and professional considerations inherent in software and hardware design and application.

<i>Degree Requirements</i>	<i>Semester Hours</i>
Required Courses	18
CS 240 Project Management	3
CS 315 Operating Systems Analysis and Administration	3
CS 360 Security of Information Systems	3
CS 370 Wireless Networking and Devices	3
CS 475 Digital Forensics	3
CJ 344 Cyber Crime.....	3
<i>Total Number of Hours Required</i>	<i>18</i>

Bachelor of Science Degree in Mathematics

(SLO) Expected Outcomes:

1. Students will demonstrate a breadth of knowledge from calculus, algebra, discrete mathematics, and advanced mathematics courses by applying their knowledge to work problems and exercises.
2. Students will demonstrate a working knowledge of logic by constructing proofs of mathematical statements and reading mathematical proofs critically to detect logical flaws or unsupported statements.
3. Students will use appropriate technology for solving and presenting mathematics.
4. Students will communicate advanced mathematical ideas in both written and oral form.

Degree Requirements

Semester Hours

General Education Core 42

Note: The Core should include MAT 142.

Required Mathematics Courses 27

MAT 231 Statistics 3

MAT 235 Linear Algebra 3

MAT 241 Analytic Geometry and Calculus II 4

MAT 242 Analytic Geometry and Calculus III 4

MAT 261 Differential Equations 3

MAT 271 Introduction to Mathematical Modeling 1

MAT 350 Foundations of Mathematics 3

MAT 490 Mathematics Tutorial 1

MAT 491 Mathematics Thesis..... 2

400-level Math Course (choose one)..... 3

MAT 420 Abstract Algebra 3

MAT 430 Graph Theory 3

MAT 440 Real Analysis 3

Mathematics Electives 15

Choose from the MAT courses numbered 300 or above, except for MAT 498.

For the Bachelor of Science Degree: CS 110 Intro to Programming 3

General Electives (at least 18 must be upper-level) 33

Total Number of Hours Required 120

****At least 42 total hours of course work must be upper-level (300- or 400-level)***

Bachelor of Science Degree in Mathematics

Licensure in Grades 6-12 Concentration

(SLO) Expected Outcomes:

1. Teacher candidates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.
2. Teacher candidates shall complete clinical practice and a seminar course in the last semester of their senior year.
3. Teacher candidates of the licensure program will pass the appropriate Praxis II exam.

Degree Requirements

Semester Hours

General Education Core 43

Note: The Core should include EDU 101; MAT 142; PSY 113; PHY 241&242 or 251&252.

Additional Required Courses 3

PSY 211 Developmental Psychology – Lifespan 3

Required Mathematics Courses 32

MAT 231 Statistics 3

MAT 235 Linear Algebra 3

MAT 241 Analytic Geometry and Calculus II 4

MAT 242 Analytic Geometry and Calculus III 4

MAT 261 Differential Equations 3

MAT 350 Foundations of Mathematics 3

MAT 370 Geometry 3

MAT 385 Survey of Discrete Mathematics 3

MAT 420 Abstract Algebra 3

MAT 490 Mathematics Tutorial 1

MAT 491 Mathematics Thesis..... 2

Mathematics Electives 3

MAT 430 Graph Theory 3

MAT 440 Real Analysis 3

Professional Education Courses 36

EDU 308 Psychology of Learning & Cognition 3

EDU 315 Exceptional Child 3

EDU 331 Educational Assessment 4

EDU 342 Classroom Management 3

EDU 360 Multicultural Education 3

EDU 410 Technology in Education 2

EDU 415 Teaching Reading in Grades 6-12 3

EDU 425 Strategies for Teaching Grades 6-12 3

EDU 456 Clinical Practice in Grades 6-12 11

EDU 457 Clinical Practice Seminar 6-12 1

For the Bachelor of Science Degree: CS 110 Intro to Programming 3

Total Number of Hours Required 120

Nursing and Health Sciences Division

Jeanette M. Travis School of Nursing and Health Sciences

BS in Public Health Education

BSN in Nursing

Bachelor of Science Degree in Public Health Education

(SLO) Expected Outcomes:

1. Interact with diverse individuals and communities to successfully produce or impact an intended public health outcome by translating evidence-based research into highly effective educational campaigns.
2. Plan for the design, development, implementation, and evaluation of strategies to improve individual and community health.
3. Apply knowledge and application of core bioethical principles to contemporary health issues.
4. Describe the core functions of public health.
5. Apply critical analysis skills to contemporary health issues

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include BIO 111, BIO 112, MAT 231, NUR 200, and PSY 113.

Required Natural Science Courses..... 15

BIO 201 Human Anatomy and Physiology I	4
BIO 202 Human Anatomy & Physiology II	4
BIO 261 Microbiology	4
BIO 399 Bioethics	3

Required Behavioral/Social Science Courses 18

PSY 211 Developmental Psychology – Lifespan	3
PSY 308 Psychology of Learning & Cognition	3
PSY 351 Abnormal Psychology	3
SOC 211 Principles of Sociology	3
SOW 201 Intro to Human Services	3
SOW 360 Multicultural Education	3

Required Public Health Educator Courses 27

PHE 220 Intro to Public Health	3
PHE 301 Principles of Epidemiology	3
PHE 302 Environmental Health Issues	3
PHE 340 Principles of Nutrition.....	3
PHE 400 Human Sexuality	3
PHE 403 Principles of Public Health Education	4
PHE 404 Health Comm./Social Marketing	4
PHE 405 Major Field Experience	4

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at least 6 must be upper-level) 16

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science in Nursing Degree in Nursing

(SLO) Expected Outcomes:

Nursing program graduates will be prepared as generalists for entry-level practice to meet the following competency outcomes:

1. Use evidence-based practice to provide, design, and manage safe, culturally sensitive, and cost-effective patient centered nursing care to clients across the life span in all settings.
2. Incorporate inter-professional communication in all aspects of care with clients, colleagues, and community partners.
3. Integrate evidence-based practice, nursing theory, and knowledge from other disciplines to guide nursing practice.
4. Demonstrate knowledge of legal and ethical accountability in professional nursing practice.
5. Demonstrate knowledge and skills related to current and emerging technology in nursing practice.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include BIO 111, CHE 111, MAT 231, NUR 200, PSY 113.

Required Natural Science Courses 15

BIO 201 Human Anatomy and Physiology I	4
BIO 202 Human Anatomy & Physiology II	4
BIO 261 Microbiology	4
PSY 211 Developmental Psychology – Lifespan	3

Required Nursing Courses 61

NUR 321 Junior Seminar	3
NUR 335 Pharmacology I	1
NUR 336 Pharmacology II	1
NUR/ID 340 Pathophysiology I	3
NUR/ID 341 Pathophysiology II	3
NUR 343 Fundamentals of Nursing	6
NUR 344 Medical Surgical Nursing I	6
NUR 346 Health Assessment	3
NUR 347 Medical Surgical Nursing II	6
NUR 353 Community Health Nursing	4
NUR 400 Maternal Child Nursing	6
NUR 437 Pharmacology III	1
NUR 441 Mental Health Nursing	3
NUR 443 Nursing Research	3
NUR 444 Medical Surgical/Critical Care Nursing III	6
NUR 447 Senior Seminar	3
NUR 448 Nursing Leadership, Issues & Trends.....	3

For the Bachelor of Science in Nursing Degree: Computer Literacy 3

Total Number of Hours Required 120

Social Sciences Division

BA or BS in Behavioral Sciences

Human Services & Counseling Concentration

General Psychology Concentration

BS in Criminal Justice

BS in Homeland Security

BA or BS in History

Licensure in Grades 6-12 Concentration

MS in Criminal Justice

Homeland Security Concentration

Management Concentration

Bachelor of Arts or Bachelor of Science in Behavioral Sciences Human Services and Counseling Concentration

(SLO) Expected Outcomes:

1. Students will demonstrate fundamental knowledge and comprehension of the major concepts, theoretical perspectives, historical trends, and empirical findings in behavioral sciences.
2. Students will engage in scientific reasoning and critical thinking. This includes the use of effective research methodology when they are solving problems related to behavior and mental processes and the ability to interpret basic social science research.
3. Students will understand and engage in ethically and socially responsible behaviors that can be used in professional and personal settings and in a landscape that involves increasing diversity.
4. Students will demonstrate competence in written, oral, and interpersonal communication skills.
5. Students will be able to apply behavioral science-specific content and skills, including effective self-reflection, project-management skills, and teamwork skills to develop career and graduate school readiness.
6. Students will demonstrate the ability to counsel individuals and groups.
7. Students will be able to understand assessment instruments and techniques used to arrive at diagnosis and prognosis.
8. Students will be able to provide documentation of symptoms and, functioning through note taking, clear oral and written reports, and case studies, to assist mental health service providers in making diagnostic and intervention decisions.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include PSY 113.

Behavioral Sciences Requirements 27

PSY 211 Developmental Psychology – Lifespan	3
PSY 321 Theory and Practice of Counseling	3
PSY 331 Psychological Statistics & Testing	3
PSY 351 Abnormal Psychology	3
PSY/SOW 353 Psychopharmacology	3
PSY/SOW 400 Research Methods and Advanced Statistics	3
PSY 411 History and Systems of Psychology	3
PSY 424 Neuropsychology	3
PSY/SOW 430 Senior Seminar/Capstone	3

Required Human Services Courses 12

PSY 401 Advanced Counseling	3
SOW 201 Introduction to Human Services and Counseling	3
SOW/PSY 415 Practicum I	3
Special Focus Area (Choose one)	3
PSY/SOW 352 Introduction to Gerontology	3
PSY 406 Disorders of Childhood and Youth	3
PSY 412 Addictive Behaviors	3

Human Services Electives (choose from the following) 12

CJ 210 Criminology	3
CJ 225 Juvenile Justice	3
CJ 315 Victimology	3
CJ/ PSY 350 Study of Deviant Behavior	3

PSY/SOW 311 Intervention Methods I	3
PSY 320 Theories of Personality	3
PSY/SOW 352 Introduction to Gerontology	3
PSY 360 Industrial/Organizational Psychology	3
PSY 406 Disorders of Childhood and Youth	3
PSY/SOW 410 Intervention Methods II	3
PSY 412 Addictive Behaviors	3
PSY/SOW 425 Practicum II	3-9
PSY/SOW 499 Topics	1-12
SOC 211 Principles of Sociology	3
SOC 212 Social Problems	3
SOC/SOW 312 Marriage and Family	3
SOW 220 Human Services Administration	3
For the Bachelor of Arts Degree: Foreign Language (Intermediate level)	6
For the Bachelor of Science Degree: Computer Literacy	3
General Electives (at most 9 must be upper-level).....	22-25
<i>Total Number of Hours Required</i>	<i>120</i>
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

Bachelor of Arts or Bachelor of Science in Behavioral Sciences

General Psychology Concentration

(SLO) Graduates should be able to:

1. Demonstrate fundamental knowledge and comprehension of the major concepts, theoretical perspectives, historical trends, and empirical findings in behavioral sciences.
2. Engage in scientific reasoning and critical thinking. This includes the use of effective research methodology when they are solving problems related to behavior and mental processes and the ability to interpret basic social science research.
3. Understand and engage in ethically and socially responsible behaviors that can be used in professional and personal settings and in a landscape that involves increasing diversity.
4. Demonstrate competence in written, oral, and interpersonal communication skills.
5. Apply behavioral science-specific content and skills, including engaging in effective self-reflection, project-management skills, and teamwork skills in order to develop career and graduate school readiness.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include MAT 231 and PSY 113.

Behavioral Sciences Requirements 45

PSY 211 Developmental Psychology – Lifespan	3
PSY 213 The Profession of Psychology	3
PSY 308 Psychology of Learning and Cognition	3
PSY 320 Theories of Personality	3
PSY 321 Theory and Practice of Counseling	3
PSY 351 Abnormal Psychology	3
PSY 352 Introduction to Gerontology	3
PSY 353 Psychopharmacology	3
PSY 365 Social Psychology.....	3
PSY 400 Research Methods and Advanced Statistics	3
PSY 406 Disorders of Childhood and Youth	3
PSY 411 History and Systems of Psychology	3
PSY 415 Practicum I	3
PSY 424 Neuropsychology	3
PSY 430 Senior Seminar/Capstone	3

Guided Electives (choose one course from four out of the five SLO areas)..... 12

SLO 1	3
CJ 315 Victimology	3
ENG 411 Linguistics.....	3
HIS 470 History of Gender	3
PHE 408 Human Sexuality	3
PSY 412 Addictive Behavior.....	3
SLO 2	3-4
EDU 331 Educational Assessment	4
LIB 205 Library Research and Reference Skills	3
PSY 331 Statistics and Testing	3
SLO 3	3
EDU 360 Multicultural Education	3

HIS 241 World Geography	3
FLG 121 Elementary Spanish I	3
FLG 122 Elementary Spanish II	3
REL 201 World Religions	3
REL 372 Social Ethics	3
SOC 215 Poverty and Inequality in America.....	3
SLO 4	3
COMM 320 Public Relations.....	3
ENG 314 Writing for the Profession	3
ENG 315 Advanced Grammar.....	3
SLO 5	3
BUS 101 Introduction to Business.....	3
MIS 370 Introduction to Project Management	3
PSY 498 Psychology Internship	3
For the Bachelor of Arts Degree: Foreign Language (Intermediate level)	6
For the Bachelor of Science Degree: Computer Literacy	3
General Electives.....	16-19
<i>Total Number of Hours Required</i>	<i>120</i>
<i>*At least 42 total hours of course work must be upper-level (300- or 400-level)</i>	

Bachelor of Science in Criminal Justice

(SLO) Graduates should be able to demonstrate:

1. Practical forensic evidentiary processing skills.
2. Investigatory, interview and reporting skills.
3. An understanding of federal, state, and local laws, both civil and criminal, and the judicial proceedings by which these laws are applied to our society.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include MAT 231 and PSY 113.

Required Criminal Justice Courses 33

CJ 101 Introduction to Criminal Justice	3
CJ 201 Law Enforcement	3
CJ 210 Criminology	3
CJ 220 Corrections	3
CJ 305 Criminal Investigations	3
CJ 380 Forensic and Crime Scene Investigations	3
CJ 405 Criminal Law	3
CJ 410 Constitutional Law	3
CJ 440 Management of Criminal Justice Organizations	3
CJ/HS 485 Internship	3
CJ 499 Criminal Justice Capstone	3

Electives in Related Fields (choose from the following) 15

CJ 225 Juvenile Justice	3
CJ 315 Victimology	3
CJ 330 Professional Ethics and Legal Liabilities	3
CJ/PSY 345 Understanding Serial Homicide and Mass Murder	3
CJ 350 Study of Deviant Behavior	3
CJ 360 Drugs, Alcohol and Organized Crime	3
CJ 385 Wildlife Enforcement	3
CJ 430 Law of Evidence	3
CJ 450 Advanced Readings in Criminal Justice	3
CJ/HS 451 Special Topics	3
CJ 455 Digital Crime Scene Replication	3
HS 230 Introduction to Homeland Security	3
HS 248 Introduction to Counter-Intelligence	3
HS 335 Understanding Human Trafficking	3
HS 344 Cyber Crime	3
HS/PSY 354 Psychology of Terrorism	3
HS 416 National Security Law	3
HS 417 Immigration Law	3
HS 426 Domestic Emergency Preparedness	3
HS 446 Domestic Terrorism	3
HS 447 International Terrorism	3

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at most 15 must be upper-level)..... 28

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science in Homeland Security

(SLO) Graduates should be able to demonstrate:

1. The ability to think and act critically, pragmatically, and strategically about homeland security and defense issues.
2. The ability to critically analyze and articulate the multidisciplinary perspectives of homeland security and defense.
3. The ability to assess potential terror, accident, and disaster threats to the American homeland.
4. Proficiency in identifying and utilizing information sources for critical issues in homeland security and defense.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include MAT 231 and PSY 113.

Required Homeland Security Courses 33

HS 230 Introduction to Homeland Security	3
HS 248 Introduction to Counterintelligence	3
HS 335 Understanding Human Trafficking	3
HS 344 Cyber Crime.....	3
HS/PSY 354 Psychology of Terrorism	3
HS 416 National Security Law	3
HS 417 Immigration Law	3
HS 426 Domestic Emergency Preparedness.....	3
HS 446 Domestic Terrorism	3
HS 447 International Terrorism	3
HS/CJ 499 Homeland Security Capstone	3

Electives in Related Fields (choose from the following) 15

CJ 210 Criminology	3
CJ 305 Criminal Investigations	3
CJ 315 Victimology	3
CJ 330 Professional Ethics and Legal Liabilities	3
CJ 350 Study of Deviant Behavior	3
CJ 405 Criminal Law	3
CJ 410 Constitutional Law	3
CJ 451 Special Topics	3
HIS 241 World Geography	3
HIS 412 History of the Middle East	3
HIS 440 Religion in America	3
HS/CJ 485 Homeland Security Internship	3
PSY 320 Theories of Personality	3
PSY 351 Abnormal Psychology	3

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at most 6 must be upper-level)..... 28

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Arts or Bachelor of Science Degree in History

(SLO) Expected Outcomes:

1. Students will demonstrate knowledge of fundamental themes and narratives in history.
2. Students will demonstrate a grasp of the historical method by conducting original research.
3. Students will demonstrate the ability to communicate historical knowledge and explanations to others.

Degree Requirements

Semester Hours

General Education Core 41

Note: The Core should include HIS 111, HIS 112, and HIS 221.

Required History Core Courses 15

HIS 201 History of the United States I	3
HIS 202 History of the United States II	3
HIS 241 World Geography	3
HIS 300 Historiography and Historical Method	3
HIS 495 History Capstone	3

Required History Major Courses 9

United States History (choose one from the following)	3
HIS 350 Jeffersonian and Jacksonian America, 1800-1848	3
HIS 354 American Civil War Era, 1848-1877	3
HIS 370 The United States since 1945	3
World History to 1500 (choose one from the following)	3
HIS 321 Early Medieval Europe, 395-1000	3
HIS 323 High Middle Ages, 1000-1400	3
HIS 324 Renaissance and Reformation	3
World History Since 1500 (choose one from the following)	3
HIS 408 History of Far East	3
HIS 412 History of the Middle East	3
HIS 465 The World Since 1945	3

Topic or Theory Courses (choose from the following) 6

HIS 422 The American South	3
HIS 435 Social and Cultural History of the United States	3
HIS 451 History of Monotheism	3
HIS 470 History of Gender	3

History Electives (choose from the following or from additional classes above) 12

HIS 338 Europe, 1914-1945	3
HIS 425 The American West	3
HIS 430 American Environmental History	3
HIS 437 America and the Vietnam Conflict	3
HIS 440 Religion in America	3
HIS 444 The Comic Book in American History	3
HIS 453 History of Heresy	3
HIS 474 Multiculturalism in American History	3
HIS 480 Readings in History	3
HIS 498 History Internship	3
HIS 499 Special Topics in History	3

For the Bachelor of Arts Degree: Foreign Language (Intermediate level) 6

For the Bachelor of Science Degree: Computer Literacy 3

General Electives (at least 9 must be upper-level) 31-34

Total Number of Hours Required 120

**At least 42 total hours of course work must be upper-level (300- or 400-level)*

Bachelor of Science Degree in History

Licensure in Grades 6-12 Concentration

(SLO) Expected Outcomes:

1. Teacher candidates shall demonstrate the knowledge, skills, and dispositions needed to succeed in careers within the field.
2. Teacher candidates shall complete clinical practice and a seminar course in the last semester of their senior year.
3. Teacher candidates of the licensure program will pass the appropriate Praxis II exam.

Degree Requirements

Semester Hours

General Education Core 42

Note: The Core should include EDU 101, HIS 111, HIS 112, PSY 113, REL 201.

Additional Required Courses 12

HIS 201 History of the United States I	3
HIS 202 History of the United States II	3
PSY 211 Developmental Psychology – Lifespan	3
SOC 211 Principles of Sociology	3

Required History Core Courses 12

HIS 221 American Government	3
HIS 240 Tennessee History	3
HIS 241 World Geography	3
HIS 300 Historiography and Historical Method	3

Required History Major Courses 9

United States History (choose one from the following)	3
HIS 350 Jeffersonian and Jacksonian America, 1800-1848	3
HIS 354 American Civil War Era, 1848-1877	3
HIS 370 The United States since 1945	3
HIS 435 Social and Cultural History of the United States	3
Foundational World History (choose one from the following)	3
HIS 320 Ancient Greece and Rome	3
HIS 321 Early Medieval Europe, 395-1000	3
HIS 323 High Middle Ages, 1000-1400	3
HIS 324 Renaissance and Reformation	3
HIS 435 Social and Cultural History of the United States	3
Topical World History Since 1500 (choose one from the following)	3
HIS 408 History of Far East	3
HIS 412 History of the Middle East	3
HIS 465 The World Since 1945	3

History Electives (choose from any 300-400 level HIS courses as offered)..... 6

Professional Education Courses 36

EDU 308 Psychology of Learning & Cognition	3
EDU 315 Exceptional Child	3
EDU 331 Educational Assessment	4
EDU 342 Classroom Management	3

EDU 360 Multicultural Education 3

EDU 410 Technology in Education 2

EDU 415 Teaching Reading in Grades 6-12 3

EDU 425 Strategies for Teaching Grades 6-12 3

EDU 456 Clinical Practice in Grades 6-12 11

EDU 457 Clinical Practice Seminar 6-12 1

For the Bachelor of Science Degree: Computer Literacy 3

Total Number of Hours Required 120

Master of Science Degree in Criminal Justice Homeland Security Concentration

(SLO) Graduates will be able to demonstrate:

1. Advanced knowledge and ability to evaluate criminological and criminal justice theories and their implications for public policy and practice.
2. Proficiency in research design and quantitative and qualitative analysis related to evaluation of criminal justice practices, programs, and policies, and the understanding of crime causation generally.
3. Competence sufficient to evaluate and resolve the ethical issues in criminal justice practice, policy, and research.
4. An ability to synthesize, evaluate, recognize implications, and communicate effectively using scholarly sources of information connected to crime theory and policy.
5. An understanding of leadership theories and skills as they pertain to managing and leading criminal justice organizations.

Degree Requirements

Semester Hours

Required Criminal Justice Courses	18
CJ 501 Criminal Justice Today	3
CJ 502 The Nature of Crime and Criminology	3
CJ 503 Criminal Law and Procedure	3
CJ 510 Applied Research in Criminal Justice	3
CJ 590 Capstone: Criminal Justice Ethics and Social Justice	3
CJ 591 Applied Research Project	3
 Criminal Justice Electives (choose two)	 6
CJ 511 Globalization of Crime	3
CJ 512 Delinquency Identification and Prevention	3
CJ 522 Drugs, Crime, and Criminal Justice Policy.....	3
 Homeland Security Concentration	 9
CJ 550 Current Issues in Homeland Security	3
CJ 551 Terrorism: Legislation and Policy	3
CJ 552 Trends in Terrorism and Radicalization	3
 Total Number of Hours Required	 33

Master of Science Degree in Criminal Justice

Strategic Management Concentration

(SLO) Graduates will be able to demonstrate:

1. Advanced knowledge and ability to evaluate criminological and criminal justice theories and their implications for public policy and practice.
2. Proficiency in research design and quantitative and qualitative analysis related to evaluation of criminal justice practices, programs, and policies, and the understanding of crime causation generally.
3. Competence sufficient to evaluate and resolve the ethical issues in criminal justice practice, policy, and research.
4. An ability to synthesize, evaluate, recognize implications, and communicate effectively using scholarly sources of information connected to crime theory and policy.
5. An understanding of leadership theories and skills as they pertain to managing and leading criminal justice organizations.

Degree Requirements

Semester Hours

Required Criminal Justice Courses	18
CJ 501 Criminal Justice Today	3
CJ 502 The Nature of Crime and Criminology	3
CJ 503 Criminal Law and Procedure	3
CJ 510 Applied Research in Criminal Justice	3
CJ 590 Capstone: Criminal Justice Ethics and Social Justice	3
CJ 591 Applied Research Project	3
Criminal Justice Electives (choose two)	6
CJ 511 Globalization of Crime	3
CJ 512 Delinquency Identification and Prevention	3
CJ 522 Drugs, Crime, and Criminal Justice Policy.....	3
Strategic Management Concentration	9
BUS 501 Negotiations	1
BUS 502 Supervision	1
BUS 503 Leadership	1
BUS 510 Organizational Behavior and Management	3
BUS 532 Human Resource Management	3
Total Number of Hours Required	33



THE UNIVERSITY OF TENNESSEE BOARD OF TRUSTEES

3.5

AGENDA ITEM SUMMARY

Meeting Date: June 25, 2021

Item: **Proposed Commercial Loan from First Horizon Bank**

Type: Action

Presenter: David L. Miller, Senior Vice President and Chief Financial Officer

Background Information

In 2018, Martin Methodist College ("MMC"), through a wholly-owned non-profit subsidiary, Reveille Properties, LLC ("Reveille"), borrowed \$7 million from the United States Department of Agriculture ("USDA") under its Rural Development Loan Program to restructure existing debt ("USDA Loan"). MMC transferred the ownership of several buildings to Reveille to serve as collateral for the USDA Loan.

The current balance of the USDA Loan is \$7,175,620.98, which reflects the deferral of payments due to the COVID-19 pandemic. The USDA Loan has an interest rate of 3.875%, with a thirty (30) year term. Monthly principal and interest payments are \$33,530.00.

The USDA Loan is currently secured by four properties located on MMC's campus:

- ***Student Clinic*** – a 1,736 square foot facility, which was a former house that was renovated in 2013. The clinic provides basic health care needs to faculty, staff, and students.
- ***Colonial Hall*** – a 14,300 square foot two-story building renovated in 2002 that serves as the main administration building and houses admissions, financial aid, business office, career services and human resources.
- ***Student Apartments A & B*** – these include one three-story and one four-story co-ed apartment buildings built in 2004 to house 116 students.
- ***Curry Christian Life Center*** – this 37,000 square foot structure was built in 1983 and renovated in 2008. Uses include a gymnasium, indoor pool, indoor track, weight room, racquetball courts, and an athletic training room.

Pursuant to the parties' Term Sheet for this transaction, these buildings would have been transferred to the University for no consideration, but the University would have been required to assume the USDA loan. The University initially negotiated with the USDA to assume the loan as a non-program borrower, but the USDA collateral requirements were not acceptable.

The University Administration negotiated a better arrangement with a commercial lender. Accordingly, to release the lien on the MMC/Reveille buildings as will be necessary for the operation of the new UT Southern campus, the University proposes to obtain a commercial loan from First Horizon Bank ("First Horizon") to pay-off the USDA Loan on the effective date of the Asset Transfer and Transition Agreement. The commercial loan from First Horizon will be for a shorter term (five years), with a reduced interest rate, and no collateral requirements. The First Horizon loan will be repaid with auxiliary funds. A summary of the key terms of the proposed commercial financing from First Horizon is set forth on Attachment A to the proposed resolution.

The Tennessee State School Bond Authority has approved the University obtaining the commercial loan from First Horizon, subject to approval by the University's Board of Trustees.

Board Action

The following resolution has been prepared for the Board's consideration.



The University of Tennessee
Board of Trustees

Resolution ____-2021*
Resolution to Approve the Commercial Loan
Financing with First Horizon Bank

WHEREAS, the Board of Trustees has approved the acquisition of certain assets as set forth in the Asset Transfer and Transition Agreement (the “Agreement”), entered into by and among the University, Martin Methodist College (“MMC”), and Reveille Properties, LLC (“Reveille”), a wholly-owned non-profit subsidiary of MMC; and

WHEREAS, Reveille previously borrowed funds from the United States Department of Agriculture (“USDA”), under its Rural Development Loan Program (“USDA Loan”); and

WHEREAS, several buildings owned by Reveille and used by MMC were pledged as collateral under the USDA Loan, and the University desires to acquire such real assets free of any encumbrances or liens held by the USDA as contemplated by the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby approves the business loan agreement (“Loan Agreement”) with First Horizon Bank, on the terms set forth on Attachment A, for the purposes of repaying the USDA Loan entered into previously by Martin Methodist College, through its wholly-owned non-profit subsidiary Reveille Properties, LLC.
2. The payment obligation of the University under the Loan Agreement shall be evidenced by the issuance of a Promissory Note, in the aggregate principal amount of \$7,175,620.98 (the “Note”).
3. In accordance with this resolution and as authorized under the University’s Bylaws, the President, Chief Financial Officer, Treasurer, and the Secretary be, and each of them hereby is, authorized to (i) approve, execute and deliver, under the seal of the University, the Loan Agreement, the Note, and such other agreements, certificates and other instruments pertaining thereto (the “Related Documents”), subject to the review of the General Counsel, and (ii) undertake any and all acts necessary or proper for carrying out and implementing the terms of, and the transactions contemplated by this resolution.

(*) Number will be inserted after adoption.

ATTACHMENT A**PROPOSED TERMS OF COMMERCIAL LOAN AGREEMENT**

- Lender: First Horizon Bank
Commercial Banking Dept – Knoxville
800 South Gay Street
Knoxville, TN 37929
- Principal Amount: \$7,175,620.98
- Loan Date: 6/30/2021
- Maturity Date: 7/15/2026*
- Payments: Lump sum payment of all outstanding principal, plus all accrued interest thereon, shall be due and payable on the Maturity Date. Monthly interest payments of all accrued unpaid interest due, beginning August 15, 2021. The University may prepay the loan, without penalty.
- Variable Interest Rate: Interest on the unpaid principal balance will be calculated using a rate of 1.250 percentage points over the LIBOR Rate. The “LIBOR Rate” shall mean the London Interbank Offered Rate (LIBOR) of interest for an interest period of one (1) month. The interest rate change will not occur more often than each month, and the LIBOR Rate is subject to a floor of 0%. Currently, the Index is 0.085% per annum, resulting in an initial interest rate of approximately 1.335% per annum.
- Monthly Interest Payment: \$24,200.38 (based on initial interest rate, assuming principal and interest payments amortized over a 30-year period)
- Upfront Costs: Upfront costs include a \$1,500 finance fee and a \$400 document fee.

(*) First Horizon has indicated they will renew the financing in five (5) year increments.



THE UNIVERSITY OF TENNESSEE BOARD OF TRUSTEES

3.6

AGENDA ITEM SUMMARY

Meeting Date: June 25, 2021

Item: Designation of University Depository

Type: Action

Presenter: Mark A. Paganelli, Treasurer

Background Statement

The University's administration recommends that the Board of Trustees designate First National Bank, Pulaski, Tennessee (the "Bank"), as a University depository. First National Bank is conveniently located close to the UT Southern campus and has provided quality banking services to the Martin Methodist College for many years.

Board Action

The following resolution has been prepared for the Board's consideration.

RESOLUTION FOR ESTABLISHING ADDITIONAL
OFFICIAL DEPOSITORY FOR UNIVERSITY FUNDS

First National Bank, Pulaski, TN

RESOLVED, that First National Bank, Pulaski, Tennessee (the “Bank”), is hereby designated a depository of The University of Tennessee (the “University”);

RESOLVED, that the President and Treasurer of the University are hereby authorized to open an account with said Bank, upon the Bank giving proper and sufficient security therefor and such other terms and conditions not inconsistent herewith as the President and Treasurer may deem appropriate;

RESOLVED, that the Bank is authorized to accept for deposit or collections any draft or check or other instrument bearing the endorsement of the University, whether stamped, written, or otherwise, and with or without the designation of the person making such endorsement;

RESOLVED, that any and all funds of the University in any such account may be withdrawn by check payable to the order of the University when signed in the name of the University or by the joint signatures of the following officers:

Randy Boyd, President

Mark Paganelli, Treasurer

and the Bank is hereby authorized to pay such checks when so presented without inquiry as to circumstances of their issue or the disposition of their proceeds; and be it further

RESOLVED, that the foregoing resolution shall continue in full force and effect until written notice of rescission or modification thereof has been received by the Bank.