

**MINUTES**  
**OF THE BOARD OF REGENTS**  
**WESTERN KENTUCKY UNIVERSITY**

**January 31, 2003**

**AGENDA ITEM 1 - Call to Order**

Required statutory notice having been given, the first quarterly meeting of the Board of Regents of Western Kentucky University was held in Room 421 of the Central Regional Post-secondary Education Center in Elizabethtown, Kentucky. The meeting was called to order by Chair Gray at approximately 1:30 p.m., EST.

**AGENDA ITEM 2 - Invocation**

The invocation was provided by Ms. Jamie Sears, President, Student Government Association and Student Regent.

**AGENDA ITEM 3 - Roll Call**

The following members were present:

Mr. Howard E. Bailey  
Ms. Kristen T. Bale  
Dr. Robert L. Dietle  
Mr. Earl Fischer  
Ms. Lois Gray  
Ms. LaDonna G. Rogers  
Ms. Jamie L. Sears  
Ms. Beverly Wathen

Regents Martin, Sheffer, and Tennill were absent.

**AGENDA ITEM 4 - Disposition of minutes of the fourth quarterly meeting of October 25, 2002, and special meeting of November 22, 2002**

Chair Gray presented the minutes for adoption without reading inasmuch as copies were mailed with the agenda two weeks prior to the meeting.

Motion to approve the minutes of the October 25 fourth quarterly meeting was made by Ms. Sears, seconded by Ms. Rogers, and carried unanimously.

Motion to approve the minutes of the November 22 special meeting was made by Ms. Bale, seconded by Ms. Rogers, and carried unanimously.

**AGENDA ITEM 5 - President's Report - Summary of Retreat Discussions**

## 5.1 2002 Strategic Plan Progress Report

### **REQUEST: Editorial Revision of the University's Mission Statement**

**FACTS:** As part of the Southern Association of Colleges and Schools (SACS) reaffirmation review, universities are typically required to document how they accomplish their institutional mission. Normally that involves identifying and documenting measurable outcomes tied directly to the institutional mission statement. As a result, it is important that institutional mission statements be articulated clearly in ways that allow for such documentation. The proposed editorial revision of WKU's mission statement is intended to provide such an articulation while maintaining the basic thrust and focus of the current mission statement.

**Current Mission Statement:** Western Kentucky University shall produce nationally and globally competitive graduates and provide optimum service and lifelong learning opportunities for its constituents.

**Proposed Mission Statement:** *Western Kentucky University prepares students to be productive citizens of a global society and provides service and lifelong learning opportunities for its constituents.*

**RECOMMENDATION:** President Ransdell recommends approval of the editorial revision of the University Mission Statement.

Motion for approval of the editorial revision of the University Mission Statement was made by Mr. Fischer, seconded by Ms. Rogers, and passed unanimously. The edited Mission Statement shall read: *Western Kentucky University prepares students to be productive citizens of a global society and provides service and lifelong learning opportunities for its constituents.*

## 5.2 Campus Master Plan

Dr. Ransdell told the Board that reports will continue to come to the Board, and the final amendments to the five-, ten-, and twenty-year plan will be brought back to the Board for input at the appropriate time.

## 5.3 University Reserve Fund

The President has received Board input on the reserve fund, and a Reserve Fund Operating Statement will be drafted for the next meeting of the Finance and Budget Committee.

## 5.4 Special Committee on Diversity and Internationalism

Chair Gray will work with Mr. Bailey on appointments to the ad hoc Committee on Diversity and Internationalism.

President Ransdell distributed the following items of information:

- Postsecondary Education 2002-03 Spending Reduction Plan for proposed \$10 and \$20 million reduction distribution.
- Spring Enrollment Comparisons with 2002 Data

- Letter from Thomas D. Layzell, new President of the Council on Postsecondary Education
- Congratulatory letter from Steven S. Reed related to the football national championship.

## **AGENDA ITEM 6 - Committee Reports**

### **6.1 Academic Affairs Committee**

#### **6.1.1 REQUEST: Modify the University's Intellectual Property Policy**

**FACTS:** The Board of Regents of Western Kentucky University approved the current Intellectual Property Policy on January 28, 2000. Since that time it has become clear that some modifications in the policy are needed to change the organization of record in the policy from Western Kentucky University (WKU) to the Western Kentucky University Research Foundation, Inc. (WKURF) and to make the Intellectual Property Committee an adjudication body to settle disputes.

Highlights of the recommended changes include:

- Clarifies that the Intellectual Property Committee adjudicates "interpretative disagreements" arising from ownership of instructional materials.
- Adds that arrangements may be made in preparing creations for helping to "develop, produce or commercialize the creation".
- Adds "or designees" of the Intellectual Property Committee in several places to indicate that the Committee may delegate certain responsibilities to appropriate officials.
- Adds guidelines for filing provisional patent applications, clarifying the roles of the Western Kentucky University Research Foundation, Inc. and the creator of the intellectual property.
- Adds or modifies provisions regarding management and commercialization of intellectual property not originally subject to this policy.
- Assigns any intellectual property given to Western Kentucky University to the Western Kentucky University Foundation, Inc.
- Replaces Western Kentucky University with Western Kentucky University Foundation, Inc. in passages that make reference to receiving royalties, license fees and similar payments.

The full text of the current Intellectual Property Policy is attached with proposed changes noted.

The proposed changes will respond particularly to **Strategic Goal 5: Improving Institutional Effectiveness** found in the University's Strategic Plan, **Challenging the Spirit**. Under this goal the university is committed to "continuous improvement of institutional effectiveness and efficiency in all programs and services."

**COST IMPLICATIONS:** There should be no cost implications for the university from these proposed changes.

*Approved: Academic Affairs Committee, January 10, 2003*

**RECOMMENDATION: President Ransdell recommends approval of the proposed changes in the University's Intellectual Property Policy.**

Motion to approve the proposed changes in the Intellectual Property Policy to include an amendment to page 8 of the policy was made by Ms. Bale, seconded by Ms. Wathen and carried unanimously.

The approved amendment is found under item “B” of VII. Royalty Income Sharing Policy on page 8 of the Policy and changes the “Office of Sponsored Programs” to “*WKU Research Foundation.*”

**Secretary’s Note:** The Intellectual Property Policy is attached to the minutes as pages 30-39.

**6.1.2 REQUEST: Approval for establishment of the Division of Extended Learning and Outreach**

**FACTS:** Western Kentucky University is committed in its Mission statement in *Challenging the Spirit* to “provide optimum service and lifelong learning opportunities for its constituents.” While Western has long been involved in offering a variety of community outreach and constituent support activities, particularly to business and industry, it is clear that the University must re-position itself to respond to such nontraditional educational needs and opportunities in the 21<sup>st</sup> century. Specifically, the University must develop an organizational mechanism that more effectively connects the institution’s academic programs to outside constituents in ways that enable timely, efficient, and effective responses to their educational needs.

The establishment of the Division of Extended Learning and Outreach provides such an organizational mechanism, one that will focus the University’s efforts in this area, expand educational opportunities, target particular populations, enable closer linkages with constituents, inform various publics of services available, and act as a clearinghouse through which community, business, industry, government and others may tap into the intellectual capital of Western’s faculty, students, and staff. In carrying out its functions, the Division will serve as a catalyst for institutional flexibility and adaptability to enable timely and affordable delivery of appropriate educational content. It should be noted that the absence of such a coherent, articulated outreach structure at a comprehensive institution such as Western is itself unusual. Approval of this proposal will move Western into the ranks of those institutions dedicated to community service and economic development.

**STRUCTURE:** The Division of Extended Learning and Outreach will include the following related operations:

1. Credit and non-credit programs and courses aimed at nontraditional targeted populations, both on and off-campus
2. Extended campus offerings
3. Distance Learning
4. International programming—delivery to international sites
5. Academic outreach partnerships with business, industry, agencies and other educational institutions
6. Summer programming

Areas already identified that will be involved in the Division include:

1. The Knicely Institute for Economic Development
2. The Small Business Development Center
3. Center for Training and Development
4. Continuing and Community Education
5. Conference Center

6. Distributed Learning Education
7. Extend Campus Programs—Owensboro, Glasgow, Elizabethtown/Ft. Knox
8. Contract Programming
9. Summer School

The Division will be headed by a dean, to be named after a national search. The dean will report to the Provost and Vice President for Academic Affairs. A major Outreach Advisory Council will be established to assist the dean and staff in setting major directions and measurable outcomes for the unit.

**RELATIONSHIP TO UNIVERSITY GOALS:** Establishment and development of the Division will directly address Goal 4 of the University’s Strategic Plan:

**Strategic Goal 4: Enhance Responsiveness to Constituents:** *Respond to educational, social, cultural, and economic development needs through increased outreach, applied scholarship, service, and innovative opportunities.*

The establishment of the Division will also address these Goals:

**Strategic Goal 1. Increase Student Learning:** *Promote learning that fully develops individual potential and produces nationally and globally competitive graduates for the workforce.*

**Strategic Goal 2. Develop Student Populations:** *Attract, retain, and graduate increasingly diverse, academically-talented, and achievement-oriented student body.*

**IMPACT:** The overarching goal is to build the Division as an integral part of the fabric of the University. Through integration of the Division mission and the University mission, outreach and extended program development and delivery will become central to the work of each college and department. The role of the Division is to ensure “value added” to the University’s service and outreach programs through providing specialized expertise in constituent service, design, delivery, marketing, and assessment for all such activities.

The Division will provide the flexibility and the support system needed for WKU to respond to the changing needs of constituents, particularly by serving nontraditional student populations and adult learners in business, industry, government, and various agencies. Through tailoring programs for specific community and workplace needs, the Division will serve as a critical component of the University’s efforts to advance quality of life and economic development in the region and the state.

The Division will also connect academic programs—faculty, students and staff—to the larger concerns and needs of the community. In particular, faculty will contribute to the identification and solution of key social, economic, and environmental problems throughout the area. WKU will, thus, respond to needs that we have not been adequately meeting previously, and do so in ways that will advance institutional innovation, responsiveness, and impact. This reconfiguration will offer opportunities to develop new initiatives that will also energize our students, faculty, and staff and that will reward their initiative and creativity in appropriate ways.

**FINANCIAL IMPLICATIONS:** There is a substantial market for innovative and responsive learning opportunities for WKU. This Division will facilitate the responsiveness of the University in serving nontraditional populations, workplace needs, and the community at large, and in advancing the quality of life and economic development for the constituencies served. It will be able to do so in a manner that generates sufficient revenue to fund this outreach initiative, and, over time, will be expected to produce additional discretionary revenue to enhance the University budgetary situation overall.

The Division will function as the primary catalyst for the development of “contracts” for the delivery of academic programs to various constituents. Such contracted learning will normally be treated as self-funded, with the expectation that costs of delivery are covered

in the contracts, and that a return is generated on invested efforts. Critical to the success of the new Division will be sufficient revenue generation, flexibility, and control to provide incentives for faculty and academic programs to participate fully in the Division's programs.

**TIME LINE:** Search for the dean of the Division will begin immediately. An extended planning group, with representation from involved areas, will be established immediately to address transition needs and strategies.

**APPROVED:** *Academic Affairs Committee, January 10, 2003*

**RECOMMENDATION:** President Ransdell recommends the establishment of the Division of Extended Learning and Outreach effective January 31, 2003, with full implementation anticipated by July 1, 2003.

Motion for approval to establish the Division of Extended Learning and Outreach was made by Ms. Bale, seconded by Ms. Rogers, and passed unanimously.

Dr. Dietle asked that the next report by Dr. Burch to the Board on this Division

include the goals for the Division.

### **6.1.3 REQUEST: Approval of organizational changes to implement the new College of Health and Human Services**

**FACTS:** At its August 16, 2002 meeting, the Western Kentucky University Board of Regents approved the establishment of a separate College of Health and Human Services at the university. The College was initiated with a core group of academic departments and programs, to which additional appropriate departments/programs are being added in a series of incremental steps. The following changes are recommended for implementation effective upon Board of Regents approval:

1. Designating a separate *Department of Social Work*. This is necessary to meet accreditation requirements. Dr. Dean May will serve as Interim Department Head of the Department of Social Work.
2. Renaming the Department of Allied Health and Human Services the *Department of Allied Health*.
3. Designating the communication disorders program as the *Department of Communication Disorders* with Dr. Stan Cooke as Department Head.
4. Renaming the Department of Nursing currently in the College of Health and Human Services the *Department of Baccalaureate and Graduate Nursing*.

Additional changes, designed to draw all health and human service-related programs to this college, are still to be implemented over the next several months.

This recommendation responds to several goals included in Western's Strategic Plan, "Challenging the Spirit," including **Strategic Goal 1: Increasing Student Learning; Strategic Goal 4: Enhancing Responsiveness to Constituents; and Strategic Goal 5: Improving Institutional Effectiveness.**

**COST IMPLICATIONS:** There will be some administrative costs associated with establishing separate Departments of Social Work and Communication Disorders, but these will be kept to a minimum and will be covered through internal reallocations within the Division of Academic Affairs.

**APPROVED:** *Academic Affairs Committee, January 10, 2003*

**RECOMMENDATION:** President Ransdell recommends approval of Departments of Social Work, Communication Disorders, Allied Health, and Baccalaureate and Graduate Nursing in the College of Health and Human Services.

Motion for approval of Departments of Social Work, Communication Disorders, Allied Health, and Baccalaureate and Graduate Nursing was made by Ms. Bale, seconded by Ms. Rogers, and passed unanimously.

**6.1.4 REQUEST: Approval of Spring 2003 Honorary Doctorate Awards to Mr. Eddie Pennington and Mr. Raymond Preston.**

**FACTS:** The University Honorary Degree Committee reviewed the credentials of several outstanding candidates for the honorary degrees and has recommended that two individuals be awarded degrees at the next appropriate Commencement.

- **Mr. Eddie Pennington**, of Hopkins County, Kentucky, is known nationally and internationally as a talented and immensely influential guitarist in the traditions of American roots music. Through his musicianship and captivating performance style, Mr. Pennington has expanded the audience for Kentucky thumb-style finger picking, a style of music born in the coalfields of western Kentucky for which he has won fans throughout the United States and Europe. National Thumb picking Champion in 1986 and 1987, Pennington has performed for the Smithsonian Festival of American Folklife in Washington, DC, toured with the Masters of the Steel String Guitar sponsored by the National Council for the Traditional Arts, and performed at the Kennedy Center and the Library of Congress. He received the Kentucky Governor's Award in the Arts for his many contributions as a musician and organizer in the year 2000. Most recently, he was awarded a 2001 National Heritage Fellowship from the National Endowment for the Arts, the highest honor this country can bestow on a traditional artist, designating him as a "national treasure."

Mr. Pennington has a special relationship with Western Kentucky University. The son of a coal miner, he enrolled as an undergraduate from 1974-1975, but was forced to withdraw for financial reasons. However, he has returned to Western often down through the years to perform and to conduct teaching sessions and workshops. At the Kentucky Tour of Folk Music held in the Kentucky Museum on campus in 2001, President Gary Ransdell proclaimed Pennington an "honorary Hilltopper," and in 2002, his daughter Mary Elizabeth (Rosebud) Pennington enrolled at Western as a freshman, to her father's immense delight.

- **Mr. Raymond Preston**, a native of Johnson County, Kentucky, graduated from Western in 1940. He worked for the DuPont Company for two years and then joined the Navy for service during World War II. Returning to civilian life, he took a job with Allied Chemicals, but soon left to found his own company, PB & S Chemical, based in Henderson, Kentucky. Eventually, his company grew to be the tenth largest chemical distributor in the United States. In 1989, PB & S Chemical was sold to a West German firm with Mr. Preston retaining a seat on the Board of Directors. He also now serves as chairman of the board of the Ohio Valley National Bank.

Mr. Preston has been president of the National Association of Chemical Distributors, the Southeastern Chemical distributors, the Henderson Chamber of Commerce, and the Henderson County Club; served on the Board of Trustees of Henderson Community College and on the Community Methodist Hospital Board of Directors; and was chair of the

Henderson City-County Air Board for 26 years. He was named Distributor of the Year by the National Association of Chemical Distributors and Boss of the year by the Audubon Chapter, National Secretaries Association.

Mr. Preston and his wife, Hattie, whom he met while a student on the "Hill," have been generous in their service and in their gifts to Western Kentucky University. He has served on the Board of Regents and is a current member of the Board of Advisors. Their gifts have particularly supported students and have been used to help construct the Raymond B. Preston Health and Activities Center and the Hattie L. Preston Intramural Sports Complex.

**RECOMMENDATION:** President Ransdell recommends that honorary doctorate degrees awarded to Mr. Eddie Pennington and Mr. Raymond Preston.

Motion for approval of Mr. Eddie Pennington and Mr. Raymond Preston as recipients of the honorary degrees to be awarded at the next appropriate commencement was made by Ms. Bale, seconded by Ms. Rogers, and passed unanimously.

**6.1.5 REQUEST: Approve a Master of Social Work (MSW) degree program**

**FACTS:** The proposal to initiate a new Master of Social Work (MSW) at Western Kentucky University is the result of two primary factors: first, a direct request from the Kentucky Cabinet for Families and Children to help provide qualified social work staffing for that agency, especially in the under-served western region of the state, and, second, an extensive needs assessment undertaken by Western's social work faculty that documented a significant and continuing need for master's prepared social workers in the university's service area. This is an important program for the new College of Health and Human Services and one that attracts a sizable number of full-time graduate student enrollment. It is also a program that with a significant number of student enrollment will be receiving tuition reimbursements from state-administered federal dollars that are available for this field.

Extensive discussions have been held with representatives of the Cabinet for Families and Children and with the existing MSW programs in the state, including the possibility of linkages with the MSW programs at the University of Kentucky and/or the University of Louisville. Spaulding University has also been contacted to discuss these needs and how to meet them. In addition, WKU representatives explored in depth the possibilities of a collaborative program with Murray State University. The result of all these discussions was the determination that an MSW program is needed at Western, with the door open to any feasible possibilities of inter-university cooperation in delivering the program.

In addition to the need in Kentucky for MSW social workers as recognized by the Cabinet for Families and Children, the needs assessment conducted by WKU revealed significant unmet needs throughout the region. In Western's 27-county service area alone, 461 MSW positions were identified. Of that number, 339 positions were unfilled or filled with non-MSWs. That need is compounded by the fact that there is an average 25% turnover rate in these jobs. Of the 657 social service employees, alumni, and students who responded to the needs assessment survey, 427 indicated a strong interest in pursuing an MSW at Western. Many of those interested in earning an MSW are place-bound by family and job responsibilities and thus unable to travel to Lexington or Louisville.

When fully implemented, the program will enroll 70-75 full-time students in the traditional two-year and advanced standing options, with the likelihood of later



adding 20-25 part-time students. Additional staff will be required as the program is implemented. It is important to note that Western's MSW program enjoys an exceptionally high reputation throughout the state and region and some faculty currently in the MSW program are also well qualified to contribute to the program.

The MSW program proposed by Western will principally serve the regional constituency and will have a distinctively rural/small city emphasis in curriculum and orientation. This distinctive emphasis will set the program apart from the UK, UL, and Spalding programs and will make it particularly relevant to the needs in the western third of the state.

The proposed program will respond to **Strategic Goal 1: Increasing Student Learning** and **Strategic Goal 4: Enhancing Responsiveness to Constituents** found in the University's Strategic Plan, **Challenging the Spirit**.

The university intends to pursue accreditation of the MSW through the Council on Social Work Education (CSWE) at the earliest possible date. Initiation of this accreditation process is required to commence at the inception of the program planning stage and has been cultivated during two years of feasibility studies and needs assessment of staffing for the program is required to be added incrementally over a four-year period.

A detailed proposal is filed in the Board's official files.

**COST IMPLICATIONS:** There will be added costs associated with fully implementing the new MSW program. CSWE accreditation guidelines require that 7-8 qualified full-time faculty members should ultimately be assigned to an MSW program. There will also be some additional costs associated with the administrative support required for the program. These needs will be met through an incremental internal reallocation of resources that will extend over the next four years. It is also anticipated that availability of new faculty positions in the university will be an additional source of support for the program. It is anticipated that these added costs will be fully recovered through the addition of the new, tuition-paying graduate students who enroll in the program. It is anticipated that first-year students would be admitted by fall 2003.

**RECOMMENDATION: President Ransdell recommends approval of the proposed Master of Social Work (MSW) program, effective with the fall semester, 2003.**

Motion to approve a Master of Social Work (MSW) program effective fall, 2003,

was made by Ms. Bale, seconded by Mr. Fischer, and passed unanimously.

**6.1.6 REQUEST: Approval to Combine the Departments of Elementary Education and Middle Grades and Secondary Education into a new Department of Curriculum and Instruction.**

**FACTS:** Maintaining separate departments of elementary education and middle grades and secondary education is based on the premise that grade-level specializations are critical to the process of preparing teachers. It is, however, increasingly apparent that there is significant overlap and mutually-beneficial interaction among the faculties and curricula of these teacher preparation programs. As a result, it is now timely for Western Kentucky University to combine the separate Departments of Elementary Education and Middle Grades and Secondary Education into a single Department of Curriculum and Instruction in the College of Education and Behavioral Science. A unified Department of Curriculum and Instruction is now common in colleges of education in the United States.

The combined department would have two other benefits. It would more effectively support the graduate teacher education program and it would create administrative efficiencies by requiring one department head instead of two. It should also be easier to attract well-qualified candidates for the headship of a unified department in the current very competitive market.

This recommendation particularly addresses **Strategic Goal 5: Improving Institutional Effectiveness** in the University's Strategic Plan, **Challenging the Spirit**.

**COST IMPLICATIONS:** This consolidation will result in savings due to improved administrative efficiencies.

**RECOMMENDATION:** **President Ransdell recommends approval of combining the Departments of Elementary Education and Middle Grades and Secondary Education into a new Department of Curriculum and Instruction.**

Motion to approve the combination of the Departments of Elementary Education and Middle Grades and Secondary Education into a Department of Curriculum and Instruction was made by Ms. Bale, seconded by Ms. Rogers, and passed unanimously.

## **6.2 Executive Committee**

### **6.2.1 REQUEST: Approval of and authorization to purchase approximately 700 acres of undeveloped property in Hart County, Kentucky, to be utilized as a biological preserve under a grant from the Kentucky Land Heritage Conservation Fund Board.**

**RECOMMENDATION:** The President requests authorization and approval to purchase approximately 700 acres of undeveloped property in Hart County, Kentucky, to be utilized as a biological preserve under a grant from the Kentucky Land Heritage Conservation Fund Board.

**FACTS:** The acquisition of this undeveloped property is the first step in the creation of the Green River Biological Preserve. The project, including all purchase costs and property acquisition costs, is being funded through a grant from the Kentucky Land Heritage Conservation Fund Board. Funds dedicated to the project total \$1,117,000.

The grant will require the University to purchase and hold title to approximately 700 acres of property in Hart County along the upper Green River. The property will be utilized as a biological preserve to protect the habitats of six species which have been listed as "endangered," including numerous rare species of fish and aquatic invertebrates. The establishment of this Preserve is also critical because of the importance of the Green River Corridor to migratory birds. Finally, the Preserve will provide the University with an outstanding opportunity for educational experiences and research on the unique and highly diverse biota of this region of the state.

Motion to authorize and approve the purchase of approximately 700 acres of undeveloped property in Hart County, Kentucky, to be utilized as a biological preserve under a grant from the Kentucky Land Heritage Conservation Fund Board was made by Ms. Gray, seconded by Ms. Wathen and passed unanimously.

**6.2.2 REQUEST: The President requests approval of the attached Resolution, authorizing the President to fulfill the terms and provisions of the Real Estate Purchase Contract to sell 4.516 acres of property located at Nashville Road and Campbell Lane to Hogan Real Estate, LLC.**

**BACKGROUND:** The University previously contracted with Investor's Realty Management Company, Inc., ("IRM") to solicit offers to purchase the property now housing the Applied Physics Institute, located at Nashville Road and Campbell Lane. The Board authorized the President to enter into a contract for the sale of the property with Hogan Real Estate, LLC, on May 31, 2002. On October 25, 2002, the Board approved an Amendment to this Purchase Contract, extending the date for due diligence by Hogan and closing on the Applied Physics parcel.

Related to this acquisition, Hogan Real Estate LLC has now offered to purchase additional property at Nashville Road and Campbell Lane comprised of 4.516 acres and which is adjacent to the API tract, for the sum of \$825,000.00. In this regard, the University has entered into a Real Estate Purchase Contract for the sale of this property to Hogan Real Estate, LLC, contingent upon Board approval.

Both the Applied Physics tract approved for sale to Hogan and this tract were re-zoned to commercial purposes this month. Given the commercial value of the 4.516 acres at the current time, the University believes that the University's interests would be better served if the property were sold in accordance with the terms of the attached Real Estate Purchase Contract, with the proceeds realized from the sale being utilized to enhance the University's reserve fund. Furthermore, the selling price of the real property is greater than the appraised value of the property.

#### **RESOLUTION**

**WHEREAS,** Western Kentucky University currently owns 4.516 acres of property located at the corner of Nashville Road / 31W-By Pass and Campbell Lane, being more particularly described in the attachment to this Resolution; and,

**WHEREAS,** the University has determined that the property has become unsuitable for its current use and purpose, and would be more suitable consistent with the public interests for some other purpose; and,

**WHEREAS,** being authorized to do so under Kentucky law, the Board endorses the University's decision to determine the method by which the property should be disposed of by listing said property with a real estate agent, Investors Realty and Management Company, Inc.; and,

**WHEREAS,** the President recommends that the Board determine the property would be more suitable for a public purpose use if it were sold in accordance with the terms of the Real Estate Purchase Contract and that the proceeds realized from the sale be utilized to enhance the University's reserve fund; and,

**WHEREAS,** given the property's unsuitability for its current purpose and its commercial value at the current time, President Gary A. Ransdell recommends that the Board of Regents approve and authorize the disposition and sale of the property in accordance with a Real Estate Purchase Contract entered into between the University and Hogan Real Estate, LLC.; and,

**WHEREAS,** the selling price of the real property is not less than the appraised value of the property,

**NOW, THEREFORE,** it is hereby resolved as follows:

1. The Board of Regents has determined that the property has become unsuitable for its current use and purpose, and would be more suitable consistent with the public interests if same were sold and the proceeds utilized to enhance the University's reserve fund.

2. The President is authorized to take those actions necessary on behalf of the University to dispose of the property in accordance with the Real Estate Purchase Contract entered into between the University and Hogan Real Estate, LLC, dated October 23, 2002.

This the 31st day of January, 2003.

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Lois Gray, Chair  
Board of Regents

Attested:

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Elizabeth Esters, Secretary  
Board of Regents

Motion to approve the Resolution, authorizing the President to fulfill the terms and provisions of the Real Estate Purchase Contract to sell 4.516 acres of property located at Nashville Road and Campbell Lane to Hogan Real Estate, LLC, for the sum of \$825,000.00 was made by Ms. Gray, seconded by Ms. Rogers, and passed unanimously.

### **6.2.3 Appointment of a committee to coordinate and facilitate the President's evaluation by the Board**

Chair Gray appointed a three-member committee to coordinate and facilitate the Board's annual evaluation of President Ransdell. The Committee will be chaired by Mr. Martin and consist of Ms. Rogers and Ms. Wathen.

The Board also heard informational reports on "*Investing in the Spirit*" capital campaign; media relations, and athletics. Copies of those reports were provided to members of the Board and are filed in the Board's official files.

### **6.3 Finance and Budget Committee**

Mr. Fischer noted the Board will consider the following items as a Committee of the whole Board since the Committee was unable to meet separately.

#### **6.3.1 Recommendation for acceptance of the Annual Financial Report, June 30, 2002, and External Auditor's Report**

**FACTS:** The financial statements of the University are the responsibility of Western Kentucky University management. The establishment and maintenance of an internal control structure and compliance with laws, regulations, terms, and conditions of grants and contracts are also the responsibility of University management. Western Kentucky University contracts with an external independent auditor to provide the Board of Regents opinions that the financial statements present fairly the financial position of the University; the University has complied with applicable laws and regulations; and the design and operation of the University's internal control structure are effective.

BKD,LLP has completed the audit for the fiscal year June 30, 2002. The audit was performed in accordance with generally-accepted auditing standards (GAAS). These standards are designed to obtain reasonable, rather than absolute, assurance

about the financial statements. In performing GAAS procedures, BKD established scopes of audit tests in relation to the financial statements taken as a whole. The audit does not include a detailed audit of every transaction.

In conjunction with this audit, BKD prepared the Independent Accountants Report in Compliance with the specified requirements of the Commonwealth of Kentucky (House Bill 622). This state requirement is for an external auditor to express an opinion on the University's compliance in state requirements pertaining to accounting, auditing and payroll procedures, investments and interest income procedures, and purchasing procedures. The Report states that the University is in compliance with the criteria set forth by the Minimum Audit Scope for Compliance with House Bill 622.

The Independent Accountants' Report on Financial Statements and Supplementary Information includes only one issue to be addressed by University management. The audit notes that certain employees have custody of or access to cash receipts and also record or can adjust entries to record cash receipts. The recommendation is to segregate the custodial and access functions from the recording functions of these employees. This audit finding has been submitted to the Board of Regents in past audits. The University has responded previously that it did not have the capacity to reassign duties or to add a new position. Cash receipts functions have been reviewed in the Billings and Receivable and Cashier's offices in the Bursar's area. Procedures do exist and are in place to help detect defalcation and fraud. Student holds, student billing, Federal tax reporting requirements, and various examination and review procedures are in place to help limit risk to the University. These control procedures are effective; however, given significant enrollment growth impact on the Office of the Bursar, it is advisable to increase staff size by one additional position to further segregate duties.

As required by OMB Circular A-133, a schedule of findings and questioned costs is included with the Annual Financial Report. BKD notes that a reportable condition in internal control over financial reporting was identified, which is not considered to be a material weakness. The finding is being discussed with the Office of the Controller and will be addressed subsequently. The finding from the June 30, 2001 audit is noted as resolved.

Jason Stockton and Jerry Henderson, representatives of BKD, were in attendance at the Board meet to review the documents and answer any questions.

**RECOMMENDATION:** President Gary A. Ransdell recommends that the Board of Regents accept the Annual Financial Report, June 30, 2002, and the external Auditor's Report.

Motion to accept the Annual Financial Report and external Auditor's Report was made by

Mr. Fischer, seconded by Ms. Rogers, and passed unanimously.

### **6.3.2 Approval of revisions to the 2002-03 Operating Budget**

**FACTS:** The proposed revisions to the Western Kentucky University 2002-03 Operating Budget are as follows: The Enrollment Growth budget of Academic Affairs will be increased to cover the addition of another T-line at the Glasgow Campus and to purchase and install modular classrooms at South Campus. Facilities Management will receive proceeds from sale of steel bridge and enrollment growth funding for an additional custodial position at South Campus. The University received a contract from a mobile telephone company to place a tower on campus, and the revenue is being allocated to Information Technology and Facilities Management. The miscellaneous income is to be allocated to Sponsored Programs for payment of intellectual property legal expenses reimbursed by the WKU Research Foundation.

The Net Assets (formerly fund balances), resulting from fiscal year 2001-02 operations, are being allocated for expenditure in the divisions. Net Assets are generated by exceeding budgeted income estimates and by under expenditures of expenditure budgets. Thus, not all of these funds were made available for expenditure during the course of 2001-02. These funds will be allocated to meet current year obligations relating to fixed costs, equipment replacements, and Strategic Plan implementation.

| <u>Source</u>                                           | <u>Proposed Revision</u> |
|---------------------------------------------------------|--------------------------|
| <u>Educational and General</u>                          |                          |
| Tuition and Fees                                        |                          |
| Fall                                                    | \$83,200                 |
| Miscellaneous Rent                                      | 16,000                   |
| Miscellaneous Income                                    | 1,000                    |
| Sales and Services                                      | 2,660                    |
| Net Assets (Fund Balances)                              | 8,281,603                |
| <b>TOTAL</b>                                            | <b>8,384,463</b>         |
| <br><u>Use</u>                                          |                          |
| Educational and General                                 |                          |
| Facilities Management                                   | 20,660                   |
| Information Technology                                  | 8,000                    |
| Sponsored Programs                                      | 1,000                    |
| Enrollment Growth – Academic Affairs                    | 73,200                   |
| Carry Forward Allocations:                              |                          |
| Restricted Tuition/Fees/Revenue Dependent/<br>Workshops | 2,796,955                |
| Provost/Vice President for Academic Affairs             | 3,900,810                |
| Chief Financial Officer                                 | 52,866                   |
| VP for Information Technology                           | 522,592                  |
| VP for Institutional Advancement                        | 103,804                  |
| VP for Student Affairs and Campus Services              | 576,368                  |
| Governmental Relations                                  | 30,598                   |
| Athletics (Reserve)                                     | 297,610                  |
| <b>TOTAL</b>                                            | <b>8,384,463</b>         |

**RECOMMENDATION:** President Gary A. Ransdell recommends that the Board of Regents approve the revisions to the Western Kentucky University 2002-03 Combined Budget.

Motion to approve revisions to the 2002-03 Operating Budget was made by Mr. Fischer, seconded by Ms. Wathen, and passed unanimously.

The Board received informational materials related to the development of the 2003-04 Operating Budget (Agenda Item 6.3.4), and 2003-04 Tuition and Fees Schedule (Agenda Item 6.3.5). Copies of these materials are filed in the Board's official files.

President Ransdell reported the following priorities for the 2003-2004 Operating Budget:

- ✓ across-the-campus salaries;
- ✓ increasing the University contribution for health insurance premiums;
- ✓ part-time compensation;
- ✓ adding new faculty, classes, sections and positions

#### 6.4 Student Affairs Committee

##### 6.4. Approval of Auxiliary Services fund balance allocation and an Institutional Reserve loan for the DUC Renovation, Phase I Project.

**FACTS:** Western's 2002-2008 Six-Year Capital Plan contains an agency-funded project to renovate Downing University Center (DUC) at an estimated cost of \$11,320,000. At its January 23, 2002 meeting, the Board of Regents allocated \$200,000 from the Auxiliary Services fund balance for architectural and engineering fees to complete schematic design for this project. At its meeting on May 31, 2002, the Board approved a Dining Services program and authorized Auxiliary Services to proceed with \$3.5 million in capital improvement to be made by Aramark in Garrett, the Library, and DUC.

The Garrett and Library capital improvements have been completed along with equipment and furniture purchases. Aramark is scheduled to proceed with their DUC, Topper Café and Food Court renovation project in summer 2003. The University is now positioned to proceed with Phase I of a DUC Renovation project and needs to consolidate its financing in order to initiate the project. To accomplish the schedule that calls for the completion of both the Aramark and University capital projects to expand and improve the DUC dining areas by August 2003, authorization to proceed is needed at this time. Therefore, this request will allow \$5 million in capital improvements to be completed during the summer of 2003 in time for the arrival of students for the fall 2003 semester when the mandatory meal program begins.

**RECOMMENDATION:** President Gary A. Ransdell recommends that the Board of Regents approve the following project financing plan:

- Allocation of \$1.8 million from the 2002 Auxiliary Fund Balance for Phase I renovation of DUC.
- Allocation of \$1.2 million from the E & G Institutional Reserve as an inter-institutional loan to Auxiliary Services, which is to be repaid in full by Auxiliary Services by the end of FY 2004.

*APPROVED: Student Affairs Committee, January 10, 2003.*

Motion for approval was made by Ms. Rogers and seconded by Ms. Sears.

President Ransdell stated that there is a new motion having to do with this item. Chair Gray asked how it pertained to this agenda item; both the President and the Secretary explained that the new motion is intended to replace/substitute the motion printed in the Board agenda. The Parliamentarian asked "Is it a *substitute motion*?" This is affirmed; he then asked if the original motion and second were withdrawn.

Ms. Rogers and Sears withdrew the original motion.

Ms. Bale moved adoption of the substitute motion which each Board member had in the file before them as follows: "Upon closing of the properties approved by the Board to be sold to Hogan's Real Estate, LLC, I move that:

- **\$1.2 million of the proceeds realized from the sale be set aside to fund improvements to the Downing University Center, with the understanding that the auxiliaries budget will, in turn, deposit the sum of \$1.2 million into the University reserves during FY 2004; and I further move that**

- **the balance of the proceeds from the sale of the properties be deposited into the University's reserves."**

Ms. Bale's motion was seconded by Ms. Sears, and passed unanimously.

**AGENDA ITEM 7 - Presentation of personnel actions since October 25, 2002**

Chair Gray presented the recommended personnel actions since October 25, as identified on pages 47-55 of the agenda packet. Motion for approval by Ms. Rogers, seconded by Mr. Fischer and passed unanimously.

Approved changes are found on the next nine pages.



**PERSONNEL CHANGES – FACULTY**

| <b>Organization</b>                     | <b>Employee</b>    | <b>Title</b>                   | <b>Effective Date</b> | <b>End Date</b> | <b>Salary</b> | <b>Proposed Salary</b> | <b>Type Action</b>   |
|-----------------------------------------|--------------------|--------------------------------|-----------------------|-----------------|---------------|------------------------|----------------------|
| Accounting                              | Michelle Dilliha   | Visiting Instructor            | 01/01/2003            | 06/30/2003      |               | 20,004.00              | Reappointment        |
| Community College                       | Glenn Perkinson    | Visiting Instructor            | 01/01/2003            | 06/30/2003      |               | 15,348.00              | Reappointment        |
| Community College                       | Shirley Wildermuth | Instructor                     | 01/01/2003            | 06/30/2003      |               | 16,200.00              | Reappointment        |
| Geography & Geology                     | William Blackburn  | Instructor                     | 01/01/2003            | 06/30/2003      |               | 15,000.00              | Reappointment        |
| Community College                       | Julia Applegate    | Assistant Professor            | 01/01/2003            |                 |               | 44,508.00              | Rehire               |
| Agriculture                             | Roger Dennis       | Instructor                     | 01/01/2003            | 06/30/2003      | 4,710.00      | 15,000.00              | Status Change        |
| Consumer & Family Sciences              | Jane Simmons       | Instructor                     | 01/01/2003            |                 | 1,570.00      | 33,000.00              | Status Change        |
| Elementary Education                    | Nancy Button       | Instructor                     | 01/01/2003            |                 |               | 31,500.00              | Status Change        |
| History                                 | John Hardin        | Associate Professor            | 01/01/2003            |                 | 72,756.00     | 59,532.00              | Status Change        |
| Journalism & Broadcasting               | Chad Stevens       | Professional-in-Residence      | 01/01/2003            |                 | 1,350.00      | 18,000.00              | Status Change        |
| Communication                           | Judith Hoover      | Professor                      | 07/01/2003            |                 |               |                        | Optional Retiree     |
| Psychology                              | Ernest Owen        | Associate Professor            | 07/01/2003            |                 |               |                        | Optional Retiree     |
| Psychology                              | Lois Layne         | Optional Retiree               | 07/01/2002            |                 | 24,984.00     | 12,492.00              | Opt Ret Change       |
| Engineering                             | Mark Cambron       | Assistant Professor            | 07/01/2002            |                 | 56,940.00     | 58,140.00              | Degree/Certification |
| Music                                   | John Cipolla       | Assistant Professor            | 01/01/2003            |                 | 41,004.00     | 42,204.00              | Degree/Certification |
| Special Instructional Programs          | Pamela Petty       | Assistant Professor            | 07/01/2002            |                 | 45,708.00     | 46,908.00              | Degree/Certification |
| Library Automation & Technical Services | Constance Foster   | Department Head                | 11/01/2002            |                 | 50,196.00     | 57,000.00              | Promotion            |
| Music                                   | Mary Wolinski      | Associate Professor            | 07/01/2002            |                 | 44,328.00     | 45,720.00              | Salary Increase, FY  |
| Communication                           | Cecile Garmon      | Stipend, Leadership Studies    | 08/01/2002            |                 |               | 300.00/mo              | Stipend              |
| Elementary Education                    | James Becker       | Interim Department Head        | 01/01/2003            | 06/30/2003      |               | 500.00/mo              | Stipend              |
| Elementary Education                    | Stanley Cooke      | Interim Department Head        | 12/31/2002            |                 |               |                        | Stipend, End         |
| History                                 | John Hardin        | Stipend, Diversity Enhancement | 01/01/2003            |                 |               | 250.00/mo              | Stipend              |
| Public Health                           | Dennis George      | Stipend, University Assessment | 11/01/2002            |                 |               | 225.00/mo              | Stipend              |
| Special Instructional Programs          | Sherry Powers      | Interim Department Head        | 01/01/2003            |                 |               | 500.00/mo              | Stipend              |
| 21st Century Media - POD                | Timothy Broekema   | Assistant Professor            | 01/01/2003            |                 |               | 56,892.00              | Transfer             |
| Associate Degree Nursing Program        | Patricia Hill      | Assistant Professor            | 01/01/2003            |                 |               | 39,528.00              | Transfer             |

**PERSONNEL CHANGES – FACULTY**  
(continued)

| <b>Organization</b>                    | <b>Employee</b> | <b>Title</b>        | <b>Effective Date</b> | <b>End Date</b> | <b>Salary</b> | <b>Proposed Salary</b> | <b>Type Action</b> |
|----------------------------------------|-----------------|---------------------|-----------------------|-----------------|---------------|------------------------|--------------------|
| Architectural & Manufacturing Sciences | Daniel Jackson  | Associate Professor | 01/01/2003            | 06/30/2003      |               |                        | Unpaid Lv/Absence  |
| Psychology                             | Clint Layne     | Optional Retiree    | 07/01/2002            | 06/30/2003      |               |                        | Unpaid Lv/Absence  |
| Community College                      | Jennie Brown    | Associate Professor |                       | 06/30/2003      |               |                        | Retirement         |
| Philosophy & Religion                  | Larry Mayhew    | Professor           |                       | 10/25/2002      |               |                        | Deceased           |
| Allied Health & Human Services         | Kristi Sanders  | Instructor          |                       | 12/31/2002      |               |                        | Termination        |
| Biology                                | Bonnie Furman   | Assistant Professor |                       | 12/31/2002      |               |                        | Termination        |
| Community College                      | Jennifer Hall   | Associate Professor |                       | 12/31/2002      |               |                        | Termination        |

**PERSONNEL CHANGES – FACULTY  
(continued)**

| <b>Organization</b>              | <b>Employee</b>     | <b>Title</b>        | <b>Effective Date</b> | <b>End Date</b> | <b>Salary</b> | <b>Proposed Salary</b> | <b>Type Action</b> |
|----------------------------------|---------------------|---------------------|-----------------------|-----------------|---------------|------------------------|--------------------|
| Agriculture                      | Nevil Speer         | Associate Professor | Spring 2004           |                 |               |                        | Sabbatical         |
| Chemistry                        | Eric Conte          | Associate Professor | Spring 2004           |                 |               |                        | Sabbatical         |
| English                          | Deborah Logan       | Associate Professor | Fall 2003             |                 |               |                        | Sabbatical         |
| English                          | Loretta Murrey      | Associate Professor | Fall 2003             |                 |               |                        | Sabbatical         |
| English                          | Jane Olmsted        | Associate Professor | Spring 2004           |                 |               |                        | Sabbatical         |
| Government                       | Edward Yager        | Associate Professor | Fall 2003             |                 |               |                        | Sabbatical         |
| History                          | Carol Crowe-Carraco | Professor           | Spring 2004           |                 |               |                        | Sabbatical         |
| Journalism & Broadcasting        | Linda Lumsden       | Associate Professor | Fall 2003             |                 |               |                        | Sabbatical         |
| Management & Information Systems | Linda Parry         | Associate Professor | Fall 2003             |                 |               |                        | Sabbatical         |
| Mathematics                      | Bruce Kessler       | Associate Professor | Fall 2003             |                 |               |                        | Sabbatical         |
| Music                            | Robyn Swanson       | Professor           | Fall 2003             |                 |               |                        | Sabbatical         |

PERSONNEL CHANGES – GRANTS

| Organization                       | Employee             | Title                   | Effective Date | End Date   | Salary    | Proposed Salary | Type Action       |
|------------------------------------|----------------------|-------------------------|----------------|------------|-----------|-----------------|-------------------|
| Training/Technical Assistance Svcs | Leisia Austin        | Teacher                 | 01/02/2003     | 10/31/2003 |           | 24,216.00       | Appointment       |
| Training/Technical Assistance Svcs | Amy Olson            | Teacher                 | 01/02/2003     | 10/31/2003 |           | 24,216.00       | Appointment       |
| Biology                            | Charlotte MacAlister | FT-Reg Prof Non Faculty | 10/10/2002     | 09/30/2003 |           | 37,008.00       | Appointment       |
| Child Care                         | Teresa Maxwell       | Teacher                 | 11/01/2002     | 09/30/2003 |           | 15,360.00       | Appointment       |
| Dean College of Education          | Inga Wolff           | Coordinator III         | 11/04/2002     | 06/30/2003 |           | 32,724.00       | Appointment       |
| Water Resource Center - POD        | Benjamin Hutchins    | BW PT Temp Tech 00      | 08/19/2002     | 05/11/2003 |           | 8.00/hr         | Appointment       |
| Combustion Lab Center              | Xiaofen Guo          | BW PT Temp Tech 00      | 12/30/2002     | 06/30/2003 | 8.23/hr   | 11.67/hr        | Reappointment     |
| Combustion Lab Center              | Lingchuan Li         | BW PT Temp Tech 00      | 12/30/2002     | 06/30/2003 | 10.00/hr  | 16.67/hr        | Reappointment     |
| Combustion Lab Center              | Jui-Chi Lin          | BW PT Temp Tech 00      | 12/30/2002     | 01/31/2003 | 6.58/hr   | 12.72/hr        | Reappointment     |
| Combustion Lab Center              | Rongcai Xie          | BW PT Temp Tech 00      | 12/30/2002     | 06/30/2003 | 11.67/hr  | 15.71/hr        | Reappointment     |
| Combustion Lab Center              | Weibing Xu           | BW PT Temp Tech 00      | 11/29/2002     | 05/28/2003 | 8.56/hr   | 14.17/hr        | Reappointment     |
| Forensics - POD                    | James Mory           | MP PT Temp PNF 00       | 01/01/2003     | 06/30/2003 | 4,000.00  | 11,248.00       | Reappointment     |
| Materials Characterization Center  | Yan Cao              | BW PT Temp Tech 00      | 09/30/2002     | 06/30/2003 | 10.00/hr  | 17.86/hr        | Reappointment     |
| Materials Characterization Center  | Yufeng Duan          | BW PT Temp Tech 00      | 09/22/2002     | 06/30/2003 | 10.00/hr  | 15.71/hr        | Reappointment     |
| Counseling and Student Affairs     | Jennifer Costellow   | Office Assistant        | 11/05/2002     | 08/31/2003 |           | 23,892.00       | Rehire            |
| Biology                            | Sammi Doyle          | BW PT Temp Tech 00      | 11/13/2002     | 05/30/2003 | 11.25/hr  | 11.25/hr        | Reappt/No Sal Inc |
| Child Care                         | Veronica Willis      | BW PT Temp Tech 00      | 10/01/2002     | 11/30/2002 | 8.00/hr   | 8.00/hr         | Reappt/NoSal Inc  |
| Community College/RSRC             | Amy Thomas           | SM Temp Clerical 00     | 01/01/2003     | 06/30/2003 | 23,700.00 | 23,700.00       | Reappt/No Sal Inc |
| Dean Ogden College                 | Kirk Cantrell        | BW PT Tech 00           | 01/31/2003     | 06/30/2003 | 19.30/hr  | 19.30/hr        | Reappt/No Sal Inc |
| Dean Ogden College                 | Gary Spichiger       | Research Assistant      | 01/30/2003     | 06/30/2003 | 32,256.00 | 32,256.00       | Reappt/No Sal Inc |
| Economic Development Institute     | Lynn Minton          | Associate Director      | 10/01/2002     | 06/30/2003 | 40,596.00 | 40,596.00       | Reappt/No Sal Inc |
| Geography & Geology                | John Glennon         | Assistant Director      | 01/01/2003     | 09/30/2003 | 36,000.00 | 36,000.00       | Reappt/No Sal Inc |
| Physics & Astronomy                | Noretta Baxter       | Office Associate        | 03/01/2003     | 06/30/2003 | 21,624.00 | 21,624.00       | Reappt/No Sal Inc |
| Physics & Astronomy                | Jonathan Paschal     | Computer Specialist     | 01/30/2003     | 06/30/2003 | 33,660.00 | 33,660.00       | Reappt/No Sal Inc |
| Psychology                         | Gayla Cissell        | Coordinator III         | 02/01/2003     | 06/30/2003 | 39,264.00 | 39,264.00       | Reappt/No Sal Inc |
| Small Business Development Center  | Jill Norris          | Coordinator II          | 10/01/2002     | 09/30/2003 | 25,020.00 | 25,020.00       | Reappt/No Sal Inc |
| Training/Technical Assistance Svcs | Vicki Armstrong      | Office Assistant        | 11/01/2002     | 10/31/2003 | 17,400.00 | 17,400.00       | Reappt/No Sal Inc |
| Training/Technical Assistance Svcs | Yolanda Bell         | Teacher                 | 11/01/2002     | 10/31/2003 | 20,040.00 | 20,040.00       | Reappt/No Sal Inc |
| Training/Technical Assistance Svcs | Amber Boards         | Office Associate        | 11/01/2002     | 10/31/2003 | 21,972.00 | 21,972.00       | Reappt/No Sal Inc |
| Training/Technical Assistance Svcs | Connie Dye           | Teacher                 | 11/01/2002     | 10/31/2003 | 20,040.00 | 20,040.00       | Reappt/No Sal Inc |
| Training/Technical Assistance Svcs | Stephanie Elliott    | Coordinator, Education  | 11/01/2002     | 08/31/2003 | 36,636.00 | 36,636.00       | Reappt/No Sal Inc |
| Training/Technical Assistance Svcs | Glenda Young         | Nutrition Associate     | 11/01/2002     | 10/31/2003 | 14,988.00 | 14,988.00       | Reappt/No Sal Inc |
| Biology                            | Jason Taylor         | MN FT Temp PNF 00       | 10/01/2002     | 11/30/2002 | 32,004.00 | 33,288.00       | Grant FY Sal Inc  |
| Geography & Geology                | John Glennon         | Assistant Director      | 10/01/2002     | 12/31/2002 | 35,004.00 | 36,000.00       | Grant FY Sal Inc  |
| Psychology                         | Leslie Plumlee       | Research Associate      | 10/01/2002     | 08/31/2003 | 25,008.00 | 28,872.00       | Grant FY Sal Inc  |
| Small Business Development Center  | Richard Horn         | Director                | 10/01/2002     | 09/30/2003 | 47,208.00 | 49,572.00       | Grant FY Sal Inc  |

**PERSONNEL CHANGES – GRANTS**  
(continued)

| <b>Organization</b>                | <b>Employee</b>    | <b>Title</b>                   | <b>Effective Date</b> | <b>End Date</b> | <b>Salary</b> | <b>Proposed Salary</b> | <b>Type Action</b> |
|------------------------------------|--------------------|--------------------------------|-----------------------|-----------------|---------------|------------------------|--------------------|
| Training/Technical Assistance Svcs | Annette Anderson   | Teacher                        | 11/01/2002            | 06/30/2003      | 15,012.00     | 16,152.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Ashraf Boka        | Classroom Teacher              | 11/01/2002            | 10/31/2003      | 31,956.00     | 32,784.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Misela Bulut       | BW PT Tech 00                  | 11/01/2002            | 10/31/2003      | 7.84/hr       | 8.23/hr                | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Daniel Burch       | Facilities Associate           | 11/01/2002            | 10/31/2003      | 19,500.00     | 20,475.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Michelle Duke      | BW PT Tech 00                  | 11/01/2002            | 08/31/2003      | 7.84/hr       | 8.23/hr                | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Mary Eddie         | Teacher                        | 11/01/2002            | 10/31/2003      | 23,040.00     | 23,640.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Ashley Foster      | Teacher                        | 11/01/2002            | 10/31/2003      | 24,192.00     | 24,816.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Thelma Jackson     | Assistant Director             | 11/01/2002            | 10/31/2003      | 47,268.00     | 49,164.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Nathan Jordon      | Center Supervisor              | 11/01/2002            | 10/31/2003      | 27,468.00     | 28,188.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Jennifer Pemberton | Coordinator, Family Services   | 11/01/2002            | 10/31/2003      | 31,500.00     | 32,316.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Maria Scott        | Teacher                        | 11/01/2002            | 10/31/2003      | 15,360.00     | 15,756.00              | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | Thelma Woods       | BW PT Maint 00                 | 11/01/2002            | 10/31/2003      | 7.25/hr       | 7.54/hr                | Grant FY Sal Inc   |
| Training/Technical Assistance Svcs | William Woods      | BW PT Maint 00                 | 11/01/2002            | 10/31/2003      | 7.50/hr       | 7.80/hr                | Grant FY Sal Inc   |
| Educational Television Services    | Candy Simmonds     | BW PT Clerical 00              | 11/04/2002            | 09/30/2003      | 6.00/hr       | 6.50/hr                | Salary Increase    |
| Training/Technical Assistance Svcs | Amber Boards       | Component Coordinator          | 01/01/2003            | 10/31/2003      | 21,972.00     | 28,008.00              | Promotion          |
| Training/Technical Assistance Svcs | Jill Norris        | Coord/Early Childhood & Health | 10/14/2002            | 06/30/2003      | 25,020.00     | 33,000.00              | Promotion          |
| Dean College of Education          | Paula Maier        | Academic Coordinator           | 01/01/2003            | 08/31/2003      | 28,788.00     | 29,940.00              | Reclassification   |
| Dean College of Education          | Martha Sales       | Academic Coordinator           | 01/01/2003            | 08/31/2003      | 29,736.00     | 30,924.00              | Reclassification   |
| Child Care                         | Veronica Willis    | Teacher                        | 12/01/2002            | 10/31/2003      | 8.00/hr       | 24,216.00              | Status Change      |
| Interactive Television             | John Coe           | SM Temp Tech 00                | 11/04/2002            | 11/03/2003      | 20.00/hr      | 37,056.00              | Status Change      |
| Physics & Astronomy                | Serguei Martchenko | Visiting Research Professor    | 01/01/2003            | 12/31/2003      | 35,004.00     | 36,408.00              | Status Change      |
| Upward Bound                       | Carol Lee          | Office Associate               | 11/18/2002            | 07/31/2003      | 9.46/hr       | 19,236.00              | Status Change      |
| Agriculture                        | Jack Rudolph       | Stipend, Action Agenda         | 11/01/2002            | 06/30/2003      |               | 300.00/mo              | Stipend            |
| Nursing                            | Donna Blackburn    | Stipend, Rural Health          | 07/01/2002            | 06/30/2003      |               | 450.00/mo              | Stipend            |
| Physics & Astronomy                | Aleksandr Barzilov | Research Associate             |                       | 12/31/2002      |               |                        | Termination        |
| Physics & Astronomy                | Ivan Novikov       | Research Associate             |                       | 10/31/2002      |               |                        | Termination        |
| Training/Technical Assistance Svcs | Sheree Daniel      | BW PT Tech                     |                       | 10/31/2002      |               |                        | Termination        |
| Training/Technical Assistance Svcs | Mary Eddie         | Teacher                        |                       | 01/03/2003      |               |                        | Termination        |
| Training/Technical Assistance Svcs | Elaine Young       | BW PT Clerical 00              |                       | 10/31/2002      |               |                        | Termination        |

**PERSONNEL CHANGES – STAFF**

| <b>Organization</b>                 | <b>Employee</b>       | <b>Title</b>                 | <b>Effective Date</b> | <b>End Date</b> | <b>Salary</b> | <b>Proposed Salary</b> | <b>Type Action</b>  |
|-------------------------------------|-----------------------|------------------------------|-----------------------|-----------------|---------------|------------------------|---------------------|
| Allied Health - Dental Hygiene      | Laura Page            | BW PT Temp Tech 00           | 08/21/2002            | 05/10/2003      |               | 10.00/hr               | Initial Appointment |
| Alumni Relations                    | Teresa Morrison       | Assistant Director           | 01/08/2003            |                 |               | 32,004.00              | Initial Appointment |
| Biodiversity Center - POD           | Jonathan Cannon       | BW PT Temp Tech 00           | 08/19/2002            | 05/22/2003      |               | 8.00/hr                | Initial Appointment |
| Biotechnology Center                | Lonnie Kennedy        | BW PT Temp Tech 00           | 10/01/2002            | 09/01/2003      |               | 7.00/hr                | Initial Appointment |
| Controller                          | John Haynes, Jr       | Asst Manager/Accounting      | 12/01/2002            |                 |               | 40,320.00              | Initial Appointment |
| Communication Disorders             | Virginia Hill         | MP PT PNF                    | 09/01/2002            | 06/30/2003      |               | 8,500.00               | Initial Appointment |
| Communication Disorders             | Mona Greenfield       | MP PT PNF                    | 09/01/2002            | 06/30/2003      |               | 8,500.00               | Initial Appointment |
| Community College                   | Julie Gee             | BW PT Temp Tech 00           | 11/03/2002            | 10/03/2003      |               | 15.00/hr               | Initial Appointment |
| Distance Learning Program           | Jeanne Garrett        | BW PT Tech 00                | 10/14/2002            | 04/13/2003      |               | 7.00/hr                | Initial Appointment |
| Distance Learning Program           | Holly Legaspi         | BW PT Tech 00                | 08/19/2002            |                 |               | 7.00/hr                | Initial Appointment |
| Distance Learning Program           | Jana Malone           | BW PT Tech 00                | 10/21/2002            |                 |               | 7.00/hr                | Initial Appointment |
| Distance Learning Program           | Christopher Nannery   | BW PT Tech 00                | 10/21/2002            |                 |               | 7.00/hr                | Initial Appointment |
| Distance Learning Program           | Jaelyn Polson         | BW PT Tech 00                | 08/19/2002            |                 |               | 5.15/hr                | Initial Appointment |
| Distance Learning Program           | Steven Rice           | BW PT Tech 00                | 10/01/2002            |                 |               | 8.80/hr                | Initial Appointment |
| Elementary Education                | Tammy Spinks          | Office Associate             | 01/07/2003            |                 |               | 22,008.00              | Initial Appointment |
| Extended Campus-Glasgow             | Shari Leamon-Wallace  | BW PT Tech 00                | 08/19/2002            |                 |               | 13.00/hr               | Initial Appointment |
| Health & Fitness Lab                | Christie Miller       | BW PT Tech 00                | 10/07/2002            |                 |               | 20.00/hr               | Initial Appointment |
| Human Resources                     | Sherry Merkling       | Data Management Associate    | 10/28/2002            |                 |               | 25,116.00              | Initial Appointment |
| HVAC Services                       | Maurice Coursey       | HVAC Technician              | 12/16/2002            |                 |               | 26,325.00              | Initial Appointment |
| Maintenance Services                | Anthony Swift         | Plumber Journeyman           | 11/18/2002            |                 |               | 23,400.00              | Initial Appointment |
| Network Computing                   | George Taylor, Jr     | Network Technician           | 12/09/2002            |                 |               | 28,632.00              | Initial Appointment |
| Network Computing                   | Timothy Vincent       | Network Security Specialist  | 11/04/2002            |                 |               | 44,004.00              | Initial Appointment |
| Police                              | Virgil Blanton        | Police Officer               | 11/11/2002            |                 |               | 21,420.00              | Initial Appointment |
| Police                              | Richard Mackin        | Police Officer               | 10/28/2002            |                 |               | 21,420.00              | Initial Appointment |
| Purchasing                          | Derrick Smith         | Shipping/Receiving Associate | 11/04/2002            |                 |               | 19,608.00              | Initial Appointment |
| Registrar's Office                  | Nancy Smith           | Office Associate             | 12/09/2002            |                 |               | 21,000.00              | Initial Appointment |
| Shuttle Service                     | Wilbert McKinley      | Shuttle Bus Operator         | 12/02/2002            |                 |               | 9.00/hr                | Initial Appointment |
| Shuttle Service                     | Diane Woosley         | BW PT Maint                  | 09/30/2002            |                 |               | 8.75/hr                | Initial Appointment |
| Sports Information                  | Joe Angolia           | MP PT PNF                    | 10/01/2002            | 06/20/2003      |               | 9,000.00               | Initial Appointment |
| Student Activity ,Org & Leadership  | Kathrine Staples      | Coord, Leadership/Volunteer  | 10/21/2002            |                 |               | 21,504.00              | Initial Appointment |
| Student Financial Assistance        | Allison Van Wyngarden | Financial Aid Assistant      | 11/04/2002            |                 |               | 21,000.00              | Initial Appointment |
| Telecommunications                  | Edwin Craft           | Associate Director           | 01/13/2003            |                 |               | 58,008.00              | Initial Appointment |
| Undistributed Housing Expense       | Jerry Marr            | Zone Maintenance Technician  | 12/09/2002            |                 |               | 20,085.00              | Initial Appointment |
| University Centers                  | Dewaker Dhandapani    | BW PT Temp Maint 00          | 11/25/2002            | 08/31/2003      |               | 7.00/hr                | Initial Appointment |
| WKU Foundation                      | Sandra Patterson      | BW Temp Clerical 00          | 11/08/2002            | 05/31/2003      |               | 9.23/hr                | Initial Appointment |
| Academic Affairs & Provost's Office | Sarah Sallee          | FT-Temp Clerical/Secretarial | 01/01/2003            | 01/15/2003      |               | 19,500.00              | Reappointment       |
| Registrar's Office                  | Janice Crenshaw       | BW PT Temp Clerical 00       | 10/25/2002            |                 |               | 7.00/hr                | Reappointment       |
| Student Publications                | Brittany Dillingham   | BW PT Temp Clerical 00       | 01/14/2003            | 05/15/2003      |               | 5.15/hr                | Reappointment       |
| University Relations                | Stephen Barnett       | MN Temp PNF 00               | 12/17/2002            | 01/15/2003      |               | 26,004.00              | Reappointment       |

**PERSONNEL CHANGES – STAFF**  
(continued)

| Organization                           | Employee           | Title                        | Effective Date | End Date   | Salary    | Proposed Salary | Type Action          |
|----------------------------------------|--------------------|------------------------------|----------------|------------|-----------|-----------------|----------------------|
| Associate Degree Nursing Program       | Lynnita Glass      | Office Associate             | 12/17/2002     |            |           | 22,728.00       | Rehire               |
| Libraries                              | Robert Harbison    | BW Lib PT Clerical 00        | 11/25/2002     |            |           | 9.00/hr         | Rehire               |
| Teacher Services                       | Nayasha Walker     | Coordinator                  | 12/11/2002     |            |           | 32,508.00       | Rehire               |
| Alumni Relations                       | Amy Miller         | Assistant Director           | 01/21/2003     |            | 29,064.00 | 32,004.00       | Promotion            |
| Bookstore                              | Shawna Cawthorn    | Director                     | 12/01/2002     |            | 29,160.00 | 50,004.00       | Promotion            |
| Building Services                      | Kevin Gutierrez    | Group Leader/Building Svcs   | 11/04/2002     |            | 13,747.50 | 16,497.00       | Promotion            |
| Campus Services                        | William Breakfield | Group Leader/Groundskeeping  | 11/04/2002     |            | 24,706.50 | 24,706.50       | Promotion            |
| Cave & Karst Center                    | Sara Scott         | Office Coordinator           | 12/05/2002     | 06/30/2003 | 21,264.00 | 23,004.00       | Promotion            |
| Dean College of Education              | Retta Poe          | Associate Dean               | 01/01/2003     | 12/31/2005 | 72,192.00 | 88,236.00       | Promotion            |
| Maintenance Services                   | Joe Keith          | Asst Supv, Plumbing          | 10/07/2002     |            | 27,631.50 | 30,400.50       | Promotion            |
| Teacher Services                       | Michelle Kahler    | Certification Advisor        | 11/04/2002     |            | 18,000.00 | 35,004.00       | Promotion            |
| Undistributed Housing Expense          | Jessica Adamson    | Coord, Facility Services     | 11/11/2002     |            | 17,550.00 | 24,726.00       | Promotion            |
| Undistributed Housing Expense          | Wanda McDavitt     | Group Leader, Building Svcs  | 10/21/2002     |            | 13,104.00 | 17,550.00       | Promotion            |
| Libraries                              | Rose Davis         | Bibliographic Access/Trng Co | 01/01/2003     |            | 39,240.00 | 43,164.00       | Reclassification     |
| Office of Diversity Programs           | Monica Burke       | Associate Director           | 01/01/2003     |            | 32,808.00 | 36,912.00       | Reclassification     |
| Office of Diversity Programs           | Tracey Williams    | Assistant Director           | 01/01/2003     |            | 22,668.00 | 26,868.00       | Reclassification     |
| Student Technology                     | Tonya Archey       | Manager, Computer Lab        | 01/01/2003     |            | 30,696.00 | 33,768.00       | Reclassification     |
| Student Technology                     | Masako Barnaby     | Coord, Student Computing     | 01/01/2003     |            | 39,120.00 | 43,320.00       | Reclassification     |
| Student Technology                     | James Kennedy      | Manager, Computer Lab        | 01/01/2003     |            | 33,120.00 | 36,432.00       | Reclassification     |
| Student Technology                     | Janice Osborne     | Manager, Computer Lab        | 01/01/2003     |            | 37,860.00 | 41,652.00       | Reclassification     |
| Administrative Computing               | Gregory Hackbarth  | Project Leader               | 01/01/2003     |            |           | 300.00/Lump Sum | Degree/Certification |
| Alumni Relations                       | Mary Beth Frith    | Associate Director           | 12/01/2002     |            |           | 700.00/Lump Sum | Degree/Certification |
| Postal/Printing Services               | Marshall Gray      | Director                     | 12/01/2002     |            |           | 300.00/Lump Sum | Degree/Certification |
| Architectural & Manufacturing Sciences | Judy Pennington    | Office Associate             | 10/01/2002     |            | 29,472.00 | 30,732.00       | Salary Increase      |
| Biology                                | Belinda Wisdom     | Office Associate             | 10/01/2002     |            | 20,976.00 | 21,228.00       | Salary Increase      |
| Chemistry                              | Judith Deel        | Office Associate             | 10/01/2002     |            | 25,920.00 | 27,180.00       | Salary Increase      |
| HVAC Services                          | Jason Kiper        | HVAC Technician              | 10/01/2002     |            | 23,595.00 | 27,495.00       | Salary Increase      |
| Library Public Service                 | Janet Cline        | BW Lib PT Clerical 06        | 11/01/2002     |            | 10.56/hr  | 11.25/hr        | Salary Increase      |
| Men's Golf                             | Brian Tirpak       | Head Athletic Coach          | 01/01/2003     |            | 7,992.00  | 12,000.00       | Salary Increase      |
| Physics & Astronomy                    | Susan Livesay      | Office Associate             | 10/01/2002     |            | 21,768.00 | 22,524.00       | Salary Increase      |
| Police                                 | Nancy Kinkade      | Communications/Data Assoc    | 10/01/2002     |            | 19,488.00 | 20,244.00       | Salary Increase      |

**PERSONNEL CHANGES – STAFF**  
(continued)

| <b>Organization</b>                 | <b>Employee</b>      | <b>Title</b>                 | <b>Effective Date</b> | <b>End Date</b> | <b>Salary</b> | <b>Proposed Salary</b> | <b>Type Action</b> |
|-------------------------------------|----------------------|------------------------------|-----------------------|-----------------|---------------|------------------------|--------------------|
| Sports Information                  | Christopher Glowacki | Coordinator I                | 01/01/2003            |                 | 21,420.00     | 22,416.00              | Salary Increase    |
| Shuttle Service                     | Bill Swain           | BW PT Maint                  | 12/30/2002            |                 | 8.57/hr       | 8.92/hr                | Salary Increase    |
| Shuttle Service                     | Raymond Womack       | BW PT Maint                  | 12/30/2002            |                 | 8.40/hr       | 8.74/hr                | Salary Increase    |
| Women's Golf                        | Charles Eison        | Head Athletic Coach          | 01/01/2003            |                 | 8,028.00      | 12,036.00              | Salary Increase    |
| Women's Softball                    | Derrick Weaver       | Assistant Coach              | 10/01/2002            |                 | 23,064.00     | 25,068.00              | Salary Increase    |
| Building Services                   | Diane Lewis          | Building Services Attendant  | 12/02/2002            |                 | 7.24/hr       | 14,118.00              | Status Change      |
| Building Services                   | Nellie Wilson        | Building Services Attendant  | 11/18/2002            |                 | 7.46/hr       | 14,547.00              | Status Change      |
| College Heights Foundation          | Laurie Basham        | Coordinator III              | 01/01/2003            |                 | 28,572.00     | 28,872.00              | Status Change      |
| Libraries                           | Glenda White         | Office Associate             | 11/04/2002            |                 | 11.00/hr      | 21,744.00              | Status Change      |
| Student Technology                  | Justin Rexing        | Information Tech Consultant  | 12/16/2002            |                 | 15.00/hr      | 35,544.00              | Status Change      |
| Undistributed Housing Expense       | Brian Ausbrooks      | Building Services Attendant  | 11/04/2002            |                 | 6.40/hr       | 12,714.00              | Status Change      |
| Undistributed Housing Expense       | Leroy Ervin          | Building Services Attendant  | 12/02/2002            |                 | 6.40/hr       | 12,714.00              | Status Change      |
| Undistributed Housing Expense       | Richard Leckie       | Zone Maintenance Technician  | 12/09/2002            |                 | 9.80/hr       | 20,085.00              | Status Change      |
| University Relations                | Stephen Barnett      | Coordinator/Broadcast Svcs   | 01/01/2003            |                 | 26,004.00     | 26,004.00              | Status Change      |
| College of Ed & Behavioral Sciences | Charles Sam Evans    | Associate Dean               | 11/01/2002            | 12/14/2002      |               | 500.00/mo              | Stipend            |
| College of Ed & Behavioral Sciences | Charles Sam Evans    | Interim Dean                 | 12/15/2002            | 06/30/2003      |               | 750.00/mo              | Stipend            |
| College of Ed & Behavioral Sciences | Retta Poe            | Stipend, Univ Assessment     | 01/01/2003            |                 |               | 350.00/mo              | Stipend            |
| Controller                          | Brad Wheeler         | Manager, Accounting          | 10/01/2002            | 11/30/2002      |               | 400.00/mo              | Stipend            |
| Library Automation & Technical Svcs | Rose Davis           | Interim Department Head      | 10/31/2002            |                 |               |                        | Stipend, End       |
| Library Automation & Technical Svcs | Nancy Steen          | Stipend, Libraries           | 11/18/2002            | 02/18/2003      |               | 300.00/mo              | Stipend            |
| Student Technology                  | James Kennedy        | Stipend, Student Technology  | 12/01/2002            | 02/28/2003      |               | 300.00/mo              | Stipend            |
| Human Resources                     | Kari Aikins          | BW PT Temp Clerical 00       | 11/18/2002            | 12/31/2002      | 11.87/hr      | 15.00/hr               | Temporary Rate Inc |
| Telecommunications                  | Angela Robertson     | Telephone Support Associate  | 09/09/2002            | 12/31/2002      | 21,912.00     | 26,712.00              | Temporary Rate Inc |
| Building Services                   | Donna Duncan         | Building Services Attendant  | 11/18/2002            |                 | 18,564.00     | 16,087.50              | Transfer           |
| Undistributed Housing Expense       | Larry Burch          | Zone Maintenance Technician  | 10/27/2002            |                 |               |                        | Deceased           |
| Extended Campus Libraries           | Katherine Pennavaria | Coordinator, Glasgow Library | 12/10/2002            |                 |               |                        | W/drew Resignation |
| Admissions Office                   | Erika Winger         | Coord, Admission Services    | 01/23/2003            |                 |               |                        | Termination        |
| Alumni Relations                    | Laura Suiter         | Assistant Director           | 12/13/2002            |                 |               |                        | Termination        |
| Art                                 | Mary Bokkon          | BW PT Maint                  | 12/31/2002            |                 |               |                        | Termination        |
| Associate Degree Nursing Program    | Lynnita Glass        | Office Associate             | 12/02/2002            |                 |               |                        | Termination        |
| Auxiliary Services                  | Melissa Hayes        | BW PT Tech 00                | 12/18/2002            |                 |               |                        | Termination        |



**PERSONNEL CHANGES – STAFF**  
(continued)

| <b>Organization</b>                | <b>Employee</b> | <b>Title</b>                 | <b>Effective Date</b> | <b>End Date</b> | <b>Salary</b> | <b>Proposed Salary</b> | <b>Type Action</b> |
|------------------------------------|-----------------|------------------------------|-----------------------|-----------------|---------------|------------------------|--------------------|
| Bookstore                          | Geneva Durham   | BW PT Clerical 00            | 11/03/2002            |                 |               |                        | Termination        |
| Bookstore                          | Maxine Hargis   | BW PT Clerical 00            | 11/03/2002            |                 |               |                        | Termination        |
| Bookstore                          | Joyce Miller    | BW PT Clerical 00            | 11/03/2002            |                 |               |                        | Termination        |
| Bookstore                          | William Miller  | BW PT Clerical 00            | 11/03/2002            |                 |               |                        | Termination        |
| Bookstore                          | Joan Panchyshyn | BW PT Clerical 00            | 11/03/2002            |                 |               |                        | Termination        |
| College of Ed & Behavioral Science | Mark Pitcock    | Manager                      | 10/31/2002            |                 |               |                        | Termination        |
| Elementary Education               | Nancy Duncan    | Office Associate             | 01/03/2003            |                 |               |                        | Termination        |
| Environmental Health & Safety      | Laura Stewart   | BW PT Clerical               | 10/04/2002            |                 |               |                        | Termination        |
| Facilities Fiscal Services         | Robert Graham   | Shuttle Bus Operator         | 11/08/2002            |                 |               |                        | Termination        |
| Housing & Residence Life           | Brian Want      | Residence Hall Director      | 10/11/2002            |                 |               |                        | Termination        |
| Libraries                          | Esther French   | BW Lib PT Clerical 04        | 10/26/2002            |                 |               |                        | Termination        |
| Maintenance Services               | Shannon Camden  | Zone Maintenance Technician  | 10/21/2002            |                 |               |                        | Termination        |
| Maintenance Services               | Jason Cardwell  | Skilled Trades Technician    | 11/22/2002            |                 |               |                        | Termination        |
| Police                             | Martha Basham   | Communications Officer       | 12/20/2002            |                 |               |                        | Termination        |
| Police                             | Virgil Blanton  | Police Officer               | 01/02/2003            |                 |               |                        | Termination        |
| Postal Services                    | Corey Rigsby    | BW PT Temp Clerical 00       | 09/27/2002            |                 |               |                        | Termination        |
| Purchasing                         | Robert Pearson  | Shipping/Receiving Associate | 10/25/2002            |                 |               |                        | Termination        |
| Social Work                        | Donna Carr      | Office Associate             | 09/30/2002            |                 |               |                        | Termination        |
| Student Financial Assistance       | James Hills     | Financial Aid Counselor      | 10/11/2002            |                 |               |                        | Termination        |
| Undistributed Housing Expense      | Gene Moody      | Recycling Technician         | 01/03/2003            |                 |               |                        | Termination        |
| Women's Softball                   | Derrick Weaver  | Assistant Coach              | 10/31/2002            |                 |               |                        | Termination        |

**AGENDA ITEM 8 - Other Business**

**8.1 Approval of congratulatory resolutions**

- The following resolution was read by Mr. Fischer:

**RESOLUTION**

**WHEREAS,** Dr. James R. "Jim" Ramsey is a 1970 graduate (cum laude) of Western Kentucky University with a Bachelor of Science degree in Business Administration; and

**WHEREAS,** Dr. Ramsey subsequently earned his masters and doctorate degrees in economics from the University of Kentucky; and

**WHEREAS,** Dr. Ramsey has devoted himself to higher education, serving at a number of institutions in the Southern United States in various capacities both in the classroom and in administration; and

**WHEREAS,** Dr. Ramsey served as Vice President of Finance and Administration at Western Kentucky University from 1992 to 1997 and as a Professor in the Department of Economics from 1992 to 1998; and

**WHEREAS,** Dr. Ramsey played a key role in the reform of Postsecondary Education in Kentucky as the head of the State Transition Team for the Postsecondary Education Improvement Act of 1997 and as the Acting President of the Kentucky Community and Technical College System from 1997 to 1998; and

**WHEREAS,** Dr. Ramsey has dedicated himself to the citizens of Kentucky and has served the Commonwealth in various capacities for more than 20 years, most recently as Senior Policy Advisor and State Budget Director; and

**WHEREAS,** Dr. Ramsey has been nationally recognized by the National Governors Association with the 2001 Outstanding Public Service Award and was also named Kentucky's Distinguished Economist of the Year in 1999; and

**WHEREAS,** Dr. Ramsey was named the 17<sup>th</sup> President of the University of Louisville on November 14, 2002; Therefore be it

**RESOLVED,** that the Board of Regents of Western Kentucky University does hereby congratulate and commend Dr. James R. Ramsey on his appointment and extends their combined best wishes to him for a long and successful tenure as President of the University of Louisville.

Ordered at Elizabethtown, Kentucky, this 31<sup>st</sup> day of January in the year of our Lord two thousand and three.

\_\_\_\_\_  
Lois W. Gray, Chair  
Board of Regents

\_\_\_\_\_  
Gary A. Ransdell  
President

- Ms. Bale read the following resolution for the Football Team

**RESOLUTION**

**WHEREAS,** the Western Kentucky University Football Team compiled an excellent record of performance throughout the 2002 season of

intercollegiate competition and brought nationwide recognition and credit to Western Kentucky University; and

**WHEREAS,** the dedicated efforts, superior skills, and competitive spirit of the coaching staff and the players resulted in a record of 12 wins and 3 losses and brought the national ranking to 15<sup>th</sup> ; and

**WHEREAS,** this record of 12 wins tied a school record for victories and set yet another with the 10<sup>th</sup> consecutive win; and

**WHEREAS,** ten consecutive wins is the longest winning streak in a single season in the University's 84 years of football; and

**WHEREAS,** the Western Kentucky University Hilltopper team defeated the second and third seeds in the national championship playoffs before facing number-one ranked McNeese State in the NCAA Division I-AA title game at W. Max Finley Stadium/Davenport Field in Chattanooga on December 20; and

**WHEREAS,** the excellent quality of play by the team and of the coaching staff resulted in a 34-14 victory over number one McNeese State in the NCAA Division I-AA title game; and

**WHEREAS,** the Hilltopper football team exemplified the true WKU spirit and demonstrated the University's ability to achieve the national prominence articulated in its vision to be the "best comprehensive university in Kentucky and among the best in the nation; now therefore

**BE IT**

**RESOLVED,** that the Board of Regents at its meeting on January 31, 2003, hereby extends its commendation and gratitude to each member of the team and to Coach Jack Harbaugh and his staff for bringing distinction to themselves and national recognition and honor to their University.

**BE IT FURTHER**

**RESOLVED,** that his resolution be spread upon the official minutes of the Board of Regents of Western Kentucky University and that a copy be furnished to Coach Jack Harbaugh to share with members of the team and staff as a memento of the commendation and appreciation of the Board of Regents.

Ordered at Elizabethtown, Kentucky, this 31<sup>st</sup> day of January in the year of our Lord two thousand and three.

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Lois W. Gray, Chair  
Board of Regents

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Gary A. Ransdell, President  
Western Kentucky University

- Ms. Wathen read the following resolution for Coach Jack Harbaugh:

**RESOLUTION**

**WHEREAS,** the American Football Coaches Association announced at the conclusion of its 2003 convention that Western Kentucky University Head Coach Jack Harbaugh was selected *National I-AA Coach of the Year* in a vote of his peers; and

**WHEREAS,** Coach Harbaugh won this award for the first time after leading the Hilltoppers to their first NCAA Division I-AA national championship with a 34-14 victory over top-seeded McNeese State Dec. 20 in Chattanooga; and

**WHEREAS,** the Western Kentucky University Hilltopper football team also defeated the second and third seeds in the playoffs and ended the year with 10 consecutive victories, the longest winning streak in a single season in the school's 84 years of football; and

**WHEREAS,** Coach Harbaugh has a career record of 116-95-3 in 19 years of coaching, including a 91-68 mark in 14 seasons at Western Kentucky University, and

**WHEREAS,** his efforts have helped lead Western Kentucky University football to seven consecutive winning seasons, the third-longest streak in school history; four NCAA playoff appearances in the last six years; and a pair of conference championships in the new millennium; and

**WHEREAS,** Coach Harbaugh has earned AFCA Region 3 Coach-of-the-Year honors on two previous occasions, in 1997 and 2000, after making his first two playoff appearances; the '97 Division I-AA Independents Coach of the Year, and OVC Coach of the Year in 2000; and

**WHEREAS,** such leadership and dedicated efforts are deserving of special recognition; Therefore be it

**RESOLVED,** that the Board of Regents of Western Kentucky University in a meeting on January 31, 2003 does hereby express its congratulations to Coach Jack Harbaugh on his selection as *National I-AA Coach of the Year* by his peers and further expresses its appreciation for the national recognition brought to the University by the Hilltopper football program; be it

**FURTHER**

**RESOLVED,** that this resolution be spread upon the minutes and that a copy thereof be presented to Coach Harbaugh as an expression of this Board's commendation and gratitude for the personal and team recognition and honors received by the 2002 football program.

Ordered at Elizabethtown, Kentucky, this 31<sup>st</sup> day of January in the year of our Lord two thousand and three.

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Lois W. Gray, Chair

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Gary A. Ransdell, President  
Western Kentucky University

Motion to approve the three resolutions was made by Mr. Fischer, seconded by Ms. Bale and passed unanimously.

Regent Dietle expressed a concern as Faculty Regent that the recent success enjoyed by the football program could fuel a desire for Western Kentucky University football to move to Division I-A in the future. Dr. Dietle urged the Board to read an article in the


December 22, 2002, *New York Times Sunday Magazine* entitled "How Football Can Crush a College." This article was authored by a professor at South Florida and deals with South Florida's attempts to move from Division I-AA to Division I-A. He stated, "While I do not want to detract from the great victory.....it is also time to be reminded of potential costs."

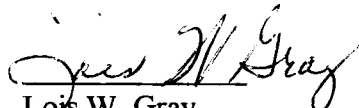
Mr. Fischer's motion for adoption of the three resolutions passed unanimously.

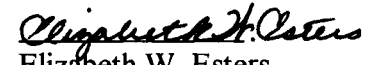
With no further business, the meeting adjourned at 4 p.m., EST.

#### CERTIFICATION OF SECRETARY

I hereby certify that the minutes herein above set forth an accurate record of votes and actions taken by the Board of Regents of Western Kentucky University in the first quarterly meeting held January 31, 2003, in Room 421 of the Central Regional Postsecondary Education Center in Elizabethtown, and further certify that the meeting was held in compliance with KRS 61.810, 61.815, 61.820, and 61.825 (enacted as Sections 2, 3, 4 and 5 of House Bill 100, 1974 Regular Session, General Assembly).

  
Elizabeth W. Esters  
Secretary

  
Lois W. Gray  
Chair  
May 9, 2003

  
Elizabeth W. Esters  
Secretary  
May 9, 2003

## **Intellectual Property Policy**

(Approved by the WKU Board of Regents on January 28, 2000)

### **I. PREAMBLE**

Universities are essentially institutions committed to the creation and dissemination of knowledge. They are society's means for encouraging, fostering, and protecting both individual and collective scholarship, research, and creativity, and for sharing the results as widely as possible. Universities bear the important intellectual and cultural role of transmitting and perpetuating traditions of inquiry which society has found valuable, and of protecting them from encroachments that would obviate or distort them, or make them inaccessible to other inquirers. Universities are therefore committed to the academic life in the broadest sense of the word, beginning with their students but ultimately including all of humankind.

Notwithstanding their legal and economic status, and the accompanying privileges and responsibilities of those roles, the primary goal of universities is not financial gain. Moreover, their relation to the faculty is not a simple employer-employee relationship but rather a collaborative association in which the university serves as catalyst, facilitator, and capacitor of professionals committed to pedagogical, scholarly, and service activities. That is, the crucial and definitive interactions take place laterally among faculty members, students, and the larger intellectual and cultural world, and not vertically or hierarchically between the university and individual, isolated employees.

WKU's intellectual property policy respects these basic relationships and affirms the university's commitment to academic freedom and the fostering of a rich and vibrant public sphere in which it can flourish. Pursuit of these goals includes the recognition and protection of the intellectual property rights of faculty, staff, students, and the university, and the acknowledgment of the supportive, enabling role of the academic community. It also requires the fair distribution of any benefits arising from activities in which the university and its members are jointly engaged, including public recognition and, where appropriate, financial remuneration. The following policy attempts to articulate and balance these sometimes competing interests in a fair, manageable, and productive way.

### **II. OBJECTIVES**

- A. to make clear the university's values with regard to intellectual property
- B. to encourage research, scholarship, and a spirit of inquiry, thereby generating new knowledge
- C. to facilitate the dissemination of knowledge and technology for the benefit of the University community and the larger society

**D.** to provide an administrative system to assist faculty and staff members in bringing new discoveries and developments into public use

**E.** to provide an administrative system to evaluate, where appropriate, the commercial significance of new discoveries and developments

**F.** to provide for the equitable disposition of interests in shared intellectual property among the author, creator, developer, the university and, where applicable, the external sponsor

**G.** to provide incentives to creators in various forms, including professional development, recognition, and financial compensation

**H.** to safeguard intellectual property, so that it may receive adequate and appropriate legal protection against unauthorized use

### **III. COVERAGE & DEFINITIONS**

**A.** This policy covers all intellectual property conceived, first reduced to practice, written, or otherwise produced by faculty, staff, or students of WKU using WKU funds, facilities, or other resources.

**B.** Intellectual property, for the purpose of this policy, is defined as the tangible or intangible results of scholarship, research, development, teaching, or other intellectual activity. Intellectual property may include but is not limited to the following categories:

1. Inventions, discoveries, or other new developments which are appropriate subjects of patent applications.
2. Written materials; exhibits; sound, video, and other media productions; computer programs; computer-based instructional materials; works of art including paintings, sculptures, and musical compositions; and all other material which may be copyrightable.
3. Tangible research materials including biological, chemical, physical, and technological products; as well as analytical procedures and laboratory methods. These may or may not be patentable or copyrightable.

The three categories above are not mutually exclusive; a given article of intellectual property may include aspects of all three categories.

#### IV. GENERAL POLICY

By law, all rights to intellectual properties defined in Section III, except those exempted hereafter, shall be owned and controlled by WKU. When a WKU faculty member, staff member, or student creates an item of intellectual property which, under the terms of this policy may be owned and controlled by WKU, the creator shall report the intellectual property to the Intellectual Property Committee (IPC) by completing a Disclosure Form (Attachment 1). The creator shall also: cooperate in the execution of legal documents and in the review of literature and prior art (e.g., patent searches); be given the opportunity to assist in the further commercial development of the intellectual property as defined in Section VI; and have an interest in and share in any income derived from the commercialization of such property.

A. In accord with the commitments expressed in the Preamble, traditional products of scholarly activity which have customarily been considered to be the unrestricted property of the author or creator are exempted from this general policy. Such traditional products include books, monographs, articles, reviews, and works of art (including paintings, sculptures, plays, choreography, musical compositions); and individual course materials such as syllabi, exams, transparencies, study guides, workbooks, and manuals. Also included are instructional software, webpages, and internet-based instructional materials developed by faculty members in the course of their usual scholarly, pedagogical, and service activities. The latter include projects undertaken during sabbatical leaves, faculty fellowships, and other special assignment periods intended for such activities.

The exemption is also understood to encompass works produced by students, either alone or with the assistance of WKU faculty or staff, if they fall under the foregoing description. WKU will not claim ownership rights to such traditional works, and it specifically disclaims any potential rights to do so under the "work made for hire" provisions of the U.S. Copyright Act, unless there is a predetermined written agreement.

The U.S. Copyright Act defines a "work made for hire" as:

- (1) a work prepared by an employee within the scope of his or her employment; or
- (2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. For the purpose of the foregoing sentence, a "supplementary work" is a work prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes; and an "instructional text" is a literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.



**B.** Works produced in certain WKU support units (non-academic departments) whose mission includes the production of works for instructional, public service, or administrative use, and which employ designated staff or faculty for the purpose of producing such works (e.g., Career Services, Sponsored Programs, Recruitment & Admissions, Alumni/ae Relations, Center for Instructional Technology, and similar units), are deemed to be works made for hire and, therefore, the property of WKU. Such works may include brochures, films, videotapes, telecourses, recordings, displays, drawings, slides, models, computer programs, and the like. WKU shall own and control all such works produced in such units for such purposes. Income from the use of such works shall be subject to WKU resource management and budgeting policy.

The utilization of WKU support units in order to prepare instructional materials does not automatically transform such materials into work made for hire or deprive faculty of ownership rights. Rather, it generally continues the university's traditional role of facilitating the faculty's usual teaching activities and thus falls under the exemption in IV.A. above. However, due to technical advances and other circumstances, new and exceptional cases, as well as interpretative disagreements may arise. Such matters will be brought to the IPC or its Designee(s) for adjudication. ~~When they do,~~ Disposition shall be made by the IPC and/or its Designee(s), according to the following factors: the initiation of the creative effort, control over the work's content and form of expression, and the amount of extraordinary or non-usual support afforded by the university. Creators should consult with their immediate administrative superiors in order to determine whether an official disclosure of such materials is required. The WKU support unit should discuss with the creator the ownership, use, and disposition of all instructional materials prior to their creation.

Arrangements for expertise or talent from other units, or from outside WKU, may be utilized to create, further develop, produce or commercialize the creation. Compensation for these arrangements may include a fixed fee payment or payments based on sales or usage of such works, to be negotiated by WKU, the creator and the party providing the additional expertise or talent. Such payments are considered to be a part of the costs of production. Commercialization of such works outside WKU must be through assignment to WKU, which shall be responsible for the commercial development as defined in Section VI.

However, in recognition of the differences among these units and regular academic departments, different and unique revenue-sharing arrangements may be made with the approval of the President of WKU or his/her designated representative. Nothing in this paragraph shall limit the rights of the employees of such units to works produced or developed outside the scope of their employment and not involving the use of WKU facilities or resources.

**C.** WKU shall own and control the rights to intellectual property resulting from sponsored projects. In some instances, the provision of additional or unusual funding, background information, product samples, or confidential proprietary data by a sponsor may create a situation in which the sponsor may claim partial ownership of intellectual property that might result from the sponsored project. In such cases, final disposition of the property may be negotiated as a part of the sponsored project agreement.

D. In those cases where the final disposition of the property has not been negotiated as part of a sponsored project agreement, WKU will proceed as described in Section VI.

## V. ADMINISTRATIVE PROCEDURES

A. The legal interests of WKU and its faculty members, staff members, and students in any intellectual property, except traditional products of scholarly activity as described in Section IV.A., shall be determined in accord with this policy by the Intellectual Property Committee (IPC) or its Designee(s).

B. The IPC shall be a standing committee appointed by the Chief Academic Officer in consultation with the Executive Committee of the Faculty Senate. Its members shall be members of the faculty and staff chosen to provide broad technical expertise across various disciplines, and an outside member with relevant expertise. Additional expertise may be sought by the IPC as needed in the consideration of a particular intellectual property matter.

C. All intellectual property not exempted in IV.A. shall be disclosed by the creator to the Intellectual Property Committee or its Designee(s) (by completing Attachment 1) prior to public disclosure.

1. If the IPC or its Designee(s) determines that the intellectual property under consideration is exempted under IV.A., it shall release the property to the creator and WKU shall not claim the property.

2. The IPC or its Designee(s) may determine that WKU has a legal interest in the property but that the chances of successful commercialization are minimal or that the costs of pursuing such commercialization outweigh the income potential. In such cases the IPC or its Designee(s) shall, in writing, release the property to the creator as above.

3. If the IPC or its Designee(s) determines that WKU has a legal interest in the property and judges that there is a reasonable chance for successful commercialization, then the IPC or its Designee(s) it shall:

(a) inform the creator in writing that WKU claims ownership rights to the property;

(b) determine and record the rights of the creator to share in any income with WKU in accord with Section VII; and

(c) refer the matter to the Chief Academic Officer together with its recommendation as to appropriate courses of action.

(d) The creator shall execute an acknowledgment and, where applicable, an assignment of ownership rights to WKU. (See Attachment 4.)

D. The IPC or its Designee(s) will have the responsibility for valuing the intellectual property so that WKU's interests in any subsequent negotiations are protected. The process for licensing, selling, or otherwise conveying intellectual property will comply with any applicable federal or state statutes. With close consultation and collaborations with the creator, the IPC or its Designee(s) shall determine the appropriate method of protection of the property and, where appropriate, obtain such protection. All costs associated with these actions shall be borne by WKU, except that such costs shall be offset against future income in accord with Section VII.C. WKU will distribute any net income from commercialization in accord with this policy, and the determinations of the IPC.

E. In some cases the IPC or its Designee(s) may find that WKU has an ownership right in the creation but that the creation has not been developed to the point where a decision as to patentability or commercialization is possible. The IPC or its Designee(s) will work with the creator to establish alternative ways of further development. In such cases, the IPC or its Designee(s) shall place the creation in a pending status, provide the creator with reasons for taking such action and with suggestions as to additional information or data that might be helpful, and request that the creator report back to the IPC or its Designee(s) at some specified date.

F. The IPC or its Designee(s) will file a provisional patent application, after receiving sufficient information from the creator for filing of said application. The IPC will then assign the rights to the provisional patent application to the WKURF, which will market the creation aggressively. If the creation is not licensed, sold or otherwise commercialized, in nine months from the filing date of the provisional patent application, the WKURF will apply for a utility patent before the twelve month deadline in which to file an utility patent application claiming priority to the provisional patent application, or release the creation to the creator. If WKURF decides not to proceed with the filing of foreign intellectual property protection, it shall enter into negotiations with the creator with regard to a licensing agreement allowing the inventor to pursue foreign intellectual property protection at his or her own expense. The IPC or its Designee(s) and the WKURF shall keep the creator informed of its their actions in a timely manner. takes no action within six months after receiving the initial report of the n

G. WKU faculty, staff, or students, or external parties, may request that WKU accept, for management and commercialization, intellectual properties not originally subject to this policy. Given such a request, the Chief Academic Officer, with the advice of the IPC, shall determine if there is a reasonable expectation that the property can be commercialized successfully. If WKU accepts management and commercialization responsibilities for such intellectual property, the intellectual property shall become subject to, and shall be treated in accord with, all provisions of this policy. If the management and commercialization of the intellectual property includes an offer of sale of the intellectual property, WKU and the owner of the intellectual property shall come to an agreement as to percentage of the sales price to be retained by WKU, before an offer of sale may be extended.

H. Intellectual property given referred to or offered to WKU by external third parties shall be treated as any other gift offer shall be assigned to the WKURF/IPC for management in accord with appropriate parts of this policy.

## VI. COMMERCIALIZATION

A. All intellectual property assigned to WKU shall be further assigned to WKURF for For purposes of protection and commercialization, of intellectual property assigned to WKU; Patent or copyright coverage may be sought, or the property may be treated as proprietary information, technical know-how, or trade secret.

B. In seeking and developing commercialization of intellectual property, WKU WKURF, through the IPC, shall be guided by the following principles:

1. The primary objective and responsibility of WKU WKURF shall be to exercise due diligence so that the assure that the products of its intellectual activity are brought into the widest possible use for the general benefit of society. This objective includes the possibility of the granting of an exclusive license for or sale of a product of intellectual activity. If the commercialization of the intellectual property includes an offer of sale of the intellectual property, WKU and the owner of the intellectual property shall come to an agreement as to percentage of the sales price to be retained by WKU, before an offer of sale may be extended.

2. Intellectual property should be treated as an asset and an appropriate return should be sought.

3. Active creator participation in all commercialization efforts shall be vigorously sought.

C. In an effort to commercialize the intellectual property, WKU WKURF will seek a variety of arrangements such as licenses, outright assignment or sale of rights, partnerships, and joint ventures. The selection of particular arrangements will depend on the circumstances of each.

D. In some situations it may be in the best interest of WKU WKURF, the general public, and the creator to enter into commercialization arrangements with entities wholly or partially owned or controlled by the faculty, staff, or students who originated the property. Due to the potential of such arrangements for contributing to the economic development of the state and local areas, such arrangements may be considered and accepted, provided they are not specifically prohibited by law and that adequate provisions, including full disclosure of interests, are made to avoid or otherwise protect against conflict of interest on the part of those involved.

E. Commercialization of intellectual property by WKU WKURF may involve discussions and negotiations over months and sometimes years. Based on national data, the process more often fails than succeeds. If no commercialization has occurred within a reasonable period after the property has been transferred to WKU, the creator may request that all rights be transferred.

Such requests should be directed to the IPC, which shall explain what efforts have been made, what additional efforts are planned, and shall make a recommendation to the Chief Academic Officer as to disposition. If the Chief Academic Officer, in consultation with the IPC, determines that there is little chance of successful commercialization, all rights shall be

transferred to the creator, and WKU shall no longer claim any rights to the property. If the Chief Academic Officer determines that WKU has undertaken reasonable efforts to commercialize and that further WKU efforts offer reasonable chances of success, the creator's request shall be denied. Such denials will be accompanied by a report summarizing the factors considered by the Chief Academic Officer in arriving at the decision. The creator may request a review of the disposition in accordance with this paragraph annually. Such requests should be directed to the IPC, which will forward a recommendation to the Chief Academic Officer.

## VII. ROYALTY INCOME SHARING POLICY

A. Gross receipts refers to agreed-upon payments specified in a license or other commercialization agreement. Net revenue is defined as gross receipts which include (royalties, license fees, and similar payments received by WKU-WKURF on behalf of the creator and WKU, minus necessary deductible costs (e.g., patent applications, patent search fees, patent services, patent maintenance fees, mailing, phone/facsimile, or courier costs; necessary travel; and auditing fees and expenses.) WKU shall reserve the rights to suspend distribution of net revenue when there is reason to believe that substantial deductible costs will be incurred in the future. The creator shall be informed of such decisions. An annual-detailed accounting of revenue and costs shall be made available to the creator upon distribution of royalties or upon request.

B. Except as otherwise provided through supplementation under Section VII.C., net revenues as defined in Section VII.A. derived from the commercialization of intellectual property covered by this policy shall be shared as follows: 40% to the creator and 10% to the Office of Sponsored Programs. The remaining 50% will be distributed as follows: 25% to the General Fund and 25% to the college/department or equivalent administrative unit of the creator (these two percentages may be negotiated based on actual expenditures).

C. The department's share shall be retained in a separate account and shall be available for expenditure by the department in accord with a budget to be approved by the Chief Academic Officer. Such funds may be allowed to build across fiscal years.

D. The creator's rights to share in revenue as stated above (but not including the department's share) shall remain with the individual or pass to the individual's heirs and assigns for so long as net income is derived from the property.

E. When two or more individuals have made substantial creative contributions to intellectual property, such persons will determine among themselves, in writing, the individual share each will receive. A copy of the agreement will be filed with the IPC at the time of disclosure. In the event that they cannot reach such agreement, each individual will have the opportunity to present written and oral statements to the IPC. After such presentations, the IPC will make a final determination.

F. In certain WKU units, because of conditions of employment and the nature of work assignments, and the fact that units often assume continuing responsibilities for maintenance and

periodic revision of the property, an alternate distribution of net income of employees may be appropriate in particular cases. Units wherein these situations may occur should propose appropriate modifications to the distribution scale in Section VII.B. Upon approval by the Chief Academic Officer, such modifications shall be added to this policy. ~~as unit supplements.~~ Any funds not accepted by the faculty member can be used to benefit the college/department or equivalent administrative unit. However, such modifications may not increase the combined shares of the creator and the department as specified in Section VII.B., except in unusual and very specific circumstances.

G. Creators may make a gift of all or part of their income shares to the Office of Academic Affairs to support WKU creative activities. Upon request by a creator, WKU will retain all or part of the creator's share in a separate account within the Office of Academic Affairs for expenditure in accord with the creator's wishes. The creator may restrict such gifts to any particular program or unit of WKU, as permitted by applicable law. Such requests may be limited in duration to a specific time period or to some specific future event (e.g., the creator's retirement or resignation from WKU) and may be cancelled or modified by the creator at any time.

H. This policy shall not change revenue-sharing agreements entered into prior to the adoption of this policy.

### VIII. SHARING OF RESEARCH MATERIALS

There is a long tradition in some fields of sharing research materials. WKU encourages this cooperation. However, commercialization rights and product liabilities make it advisable that there be a written agreement among the parties prior to entering into any type of sharing arrangement. A suggested form letter agreement is included in this policy as Attachment 2. When significant costs to WKU are involved in producing the material, provision for the recovery of those costs not covered by sponsor support shall be considered in making a sharing agreement. A copy of any such agreement shall be maintained by the Office of Sponsored Programs.

### IX. CONSULTING AGREEMENTS

A. Any faculty or staff member engaged in consulting work or in business is responsible for ensuring that clauses in the individual's agreements are not in conflict with this policy, with WKU's Consulting Policy, or with WKU's commitments or agreements with third parties; and that WKU's rights and the creator's obligations to WKU are in no way abrogated or limited by the terms of such agreements. Questions about potential conflicts should be directed to the Office of Sponsored Programs.

B. Faculty and staff members shall make clear to those with whom they make such agreements their obligations to WKU and shall ensure that other parties to the agreement are provided with a

current copy of this policy.

#### **X. BINDING NATURE OF THIS POLICY**

The policies set forth herein constitute an understanding which is binding on WKU faculty, staff, and students as a condition of their participation in WKU research, teaching, and service programs and for their use of WKU funds, facilities, or other resources.

#### **XI. REVISIONS AND MODIFICATIONS TO THIS POLICY**

This policy and any associated attachments are subject to ongoing assessment and future modification in the light of actual experience. The version of this policy in effect at the time of disclosure is binding. Faculty members and others are therefore expected to acquaint themselves with the current version, which is kept on file at the library and the Office of Sponsored Programs, and posted on the OSP web site at <http://www.wku.edu/Dept/Support/SponsPrg/grants/> .

Date: 10-23-02

**REAL ESTATE PURCHASE CONTRACT**

For good valuable consideration, the receipt of which is hereby acknowledged by the parties, the undersigned Buyer and Seller hereby agree to enter into this Real Estate Purchase Contract (the "Contract"). Buyer agrees to purchase and Seller agrees to Sell, contingent upon subsequent approval by the Board of Regents of Western Kentucky University ~~no later than October 25, 2002,~~ and Seller meeting all requirements of the Commonwealth of Kentucky for the sale of the property no later than November 25, 2002, the Property under the following terms and conditions:

Omit  
CR x  
(wagon)

1. **Property.** The Property subject to this Contract is located at the northwest corner of Campbell Lane and Nashville Road, Bowling Green, Kentucky, and is composed of 3 parcels of ground which together are approximately 4.516 acres in size, and are identified as parcels 2, 3 and 5 the attached Exhibit "A" (together, the "Property").

2. **Purchase Price.** The purchase price for the Property shall be Eight Hundred Twenty Five thousand and 00/100 (\$825,000.00) (the "Purchase Price") and is to be paid all cash at the Closing of this Contract as to section 9 herein (the "Closing").

3. **Earnest Deposit.** As evidence of good faith binding this Contract, a deposit of Twenty Thousand Dollars and 00/100 (\$20,000.00), (the "Earnest Deposit") shall be paid by Buyer upon Seller's acceptance of this Contract (the "Acceptance"), and shall be held in the escrow account of Investors Realty & Management Company, Inc. The Earnest Deposit shall be (a) applied to the Purchase Price upon passing of the Deed; or (b) refunded to the Buyer (i) should title prove to be uninsurable, or (ii) if the Contingencies Time Periods (as defined below) specified in Section 5 are not resolved to Buyer's satisfaction, or (iii) should this Contract fail to close due to Seller's default.

4. **Title.** Unencumbered, marketable title to the Property is to be conveyed by Deed of General Warranty to Buyer, or Buyer's designee, at Closing, with the usual covenants such as any title company will insure, excepting any easements of record and applicable regulations imposed upon the Property by the local planning and zoning authorities having jurisdiction over the Property.

5. **Contingencies Time Periods.** This Contract is subject to the following Contingencies (the "Contingencies") being met to Buyer's satisfaction, or expressly waived by Buyer, on or before One Hundred Twenty (120) days from Acceptance, or within the time frames as otherwise set forth herein below (the "Contingencies Time Periods"):

A. Buyer conducting any such tests, economic feasibility studies, title examinations, surveys and inspections of the Property as Buyer deems necessary; and determining that the findings of any such tests, economic feasibility studies, title examinations, surveys and inspections, including soil tests, borings, environmental conditions and investigations of all utilities, roads, sewage/waste water disposal systems, zoning, and access points serving the Property are acceptable to Buyer, in Buyer's sole discretion. Buyer agrees to repair any damage done to the Property resulting from such tests, surveys, or inspections.

B. Buyer determining, through a title examination and otherwise, that there are no limitations, covenants, clouds, easements or prohibitions, whether in the form of governmental law or regulation, deed restriction, or policy of any regulatory or administrative agency that would prohibit or adversely affect or limit the Buyer's intended use of the Property.

C. Buyer obtaining the appropriate commercial retail sales zoning for its intended use of this Property. Buyer shall pursue the zoning application to completion until final, unappealable zoning is obtained. Seller agrees to cooperate with Buyer in such zoning processes by signing all

Buyer: [Signature] Date: 10-23-02

Seller: [Signature] Date: 10/24/02



documents necessary for Seller to sign, and by supporting such zoning application, but at no cost to Seller.

In the event Buyer has applied for a zoning change, and has diligently pursued such action, and the granting of said zoning remains under consideration by the appropriate governmental or regulatory or administrative agencies, or if any appeal periods provided for by ordinance remain unexpired, at the expiration of the Contingencies Time Periods called for herein, Seller agrees to cooperate with Buyer and the Buyer's Contingencies Time Periods shall be extended until a final, unappealable decision is rendered by the proper governmental zoning authorities.

D. Buyer obtaining a building permit and any other permits, certificates, licenses, approvals, or certificates as required from any governmental, regulatory or administrative agency for Buyer's intended use of the Property. Furthermore, Seller agrees to cooperate with Buyer in executing any and all necessary said documents.

E. Buyer obtaining, on or before Thirty (30) days from Acceptance, from the Seller (i) written confirmation that any and all leases, tenancy agreements, service contracts, franchise agreements, billboard sign agreements and any other contracts or agreements affecting the Property (hereinafter, "Affecting Agreements") are to be terminated by Seller prior to Seller's Closing with Buyer, and (ii) copies of any and all Affecting Agreements. Furthermore, Seller hereby agrees not to enter into any new or renew any current Affecting Agreements without the knowledge and written consent of Buyer.

F. Buyer obtaining from Seller, on or before Thirty (30) days from Acceptance, the following information concerning the planned road improvements and /or right of way taking for both Campbell Lane and Nashville Road concerning the Property (the "Improvements"), (i) a copy of any plans concerning said Improvements by the State and/or local governmental agencies, and (ii) the time line for the start of construction and the completion of construction for said Improvements. Furthermore, Buyer has to approve or disapprove of said Improvements and the time line for said Improvements prior to Buyer Closing with Seller.

6. Termination or Extension. In the event the Contingencies set forth in Section 5 above have not been met within the Contingencies Time Periods, the Buyer, at Buyer's sole discretion, shall have the right to:

A. Terminate this Contract, whereby the Seller shall return the Earnest Deposit to Buyer within seven (7) days after receipt of notice thereof, or

B. Extend the Contingencies Time Periods Time Period in section 5 for One (1) additional One (1) month period with said notification to be no later than One Hundred Twenty (120) days from Acceptance and delivered as to section 14 of this Contract. If Buyer elects to extend the Contingencies Time Periods in section 5, Buyer is to give Seller a Five Thousand & 00/100 Dollar (\$5,000.00) Deposit for this One month extension period (the "Extension Deposit"), which shall apply to the Purchase Price, but in the event the transaction does not close for any reason other than a default by Seller, the \$5,000.00 Extension Deposit and the \$20,000 Earnest Deposit shall be forfeited to Seller.

C. Waive the Contingencies Time Periods in question and proceed to Closing as specified in Section 9 herein.

7. Right of Entry. The Buyer or its authorized representatives shall have the right, at any time after acceptance of this Contract, and at Buyer's sole cost and expense, to enter onto the Property for any lawful purpose, including but not limited to making such surveys and site analyses, inspections, and testing of the Property as deemed necessary by Buyer, provided that in so doing Buyer will not unreasonably interfere with the operation of any businesses on the Property, and provided Buyer shall give Seller at least 24 hours prior notice of any such entry onto the Property.

Buyer: [Signature] Date: 10-23-02

Seller: [Signature] Date: 10/24/02

8. **Remedies for Breach.** If, following the full execution of this Contract either party defaults in the performance of its duties or obligations hereunder, then:

A. If the Buyer is the party in default, then Seller may (i) terminate this Contract and the Earnest Deposit and the Extension Deposit, if applicable, shall be forfeited in full to Seller as liquidated damages (and not as a penalty) for the default of Buyer, and thereafter neither party shall have any further obligations hereunder; or (ii) pursue any other remedy available at law or in equity.

B. If the Seller is the party in default, Buyer may (i) terminate this Contract and the Earnest Deposit and the Extension Deposit, if applicable, shall be refunded in full to Buyer; and thereafter neither party shall have any further obligations hereunder; or (ii) pursue any other remedy available at law or in equity.

If any dispute between the parties results in litigation, or either party is required to retain legal council to enforce the provisions hereof, then the prevailing party shall be entitled to recover from the other party reasonable attorney fees and expenses resulting there from.

**Closing.** Buyer is to notify Seller of the date of the Closing which shall be held after the closing of parcel 4 which is identified on the attached Exhibit "A", but no later than May 3, 2003 and after the date all the Contingencies Time Periods set forth in section 5, and all the conditions of section 6, hereof have been satisfied.

A. At Closing, (i) Buyer shall pay for the title examination, title insurance and recording of the Deed; (ii) Seller shall pay for preparation of the Deed and transfer tax; and (iii) each party shall pay their respective attorney's fees.

B. Real estate taxes due and payable with respect to the year of Closing shall be prorated between Buyer and Seller as of the date of Closing. Seller is responsible for paying any delinquent taxes.

C. Seller shall pay in full the principal and any accrued interest on all loans or liens on the Property, if any, at Closing.

10. **Possession.** Possession of the Property shall be given to Buyer upon passing of the deed. Furthermore, Seller acknowledges and warrants to Buyer that no valid Affecting Agreements are or shall be in effect as of the date of closing.

11. **Miscellaneous.** Time is of the essence in the performance of the obligations of the parties under this Contract. The terms of this Contract are to be governed and construed in accordance with the laws of the Commonwealth of Kentucky. This Contract constitutes the full and complete agreement of the parties hereto and may not be amended or modified except by written instrument signed by both parties. The rights and obligations herein created shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

12. **Real Estate Broker.** It is hereby acknowledged that W. Glenn Hogan, Member of Hogan Real Estate, LLC, Buyer herein, is a licensed real estate broker in the Commonwealth of Kentucky. Furthermore, William W. Sprigg, III, President of Chip Sprigg Realtors, Inc., represents the Buyer and is to be paid a Three percent (3%) commission of the total sales price by Seller at Closing. Additionally, Investors Realty & Management Company, Inc., represented by Kerry Nealy, represents the Seller and is to be paid a Three percent (3%) commission of the total sales price by Seller at Closing.

13. **Assignment/Transfer.** Buyer reserves the right to assign or transfer all of his right, title and interest in and to this Contract, without the consent of Seller.

Buyer: [Signature] Date: 10-23-02

Seller: [Signature] Date: 10/24/02

14. **Notices /Approvals.** All notices and approvals required or permitted hereunder shall be in writing and shall be delivered by Certified Mail, Return Receipt Requested; by national overnight delivery service; hand delivered in person; or by facsimile, with facsimile numbers included and evidenced by machine confirmation of receipt thereof at the indicated number. Any notice or approval sent by facsimile shall be followed by a hard copy sent by one of the above three methods of notification to the following addresses. Furthermore, any notice so mailed shall be deemed delivered as of the time it is deposited in the U.S. Mail or deposited for delivery with any reputable overnight carrier service (collectively the "Notice").

As to Buyer: **Hogan Real Estate, LLC**  
Attn: W. Glenn Hogan, Member  
c/o Chip Sprigg Realtors, Inc.  
Attn: William W. "Chip" Sprigg, III  
125 Chenoweth Lane, Suite 303  
Louisville, Kentucky 40207  
Phone: (502) 893-8281  
Fax: (502) 899-7588

As To Seller: **Western Kentucky University**  
Attn: Kenny Nealy  
Investors Realty & Management Company, Inc.  
1750 Scottsville Road  
Bowling Green, Kentucky 42104  
Phone: (502) 781-8331  
Fax: (502) 843-1799

With copy to: **Deborah Wilkins**  
General Counsel  
Western Kentucky University  
One Big Red Way  
Bowling Green, Kentucky 42101  
Phone: (270) 745-5398  
Fax: (270) 745-4492

15. **Authority to Enter Into This Contract.** It is hereby acknowledged by the undersigned Seller's representative that the undersigned is the duly authorized representative of the Seller and has the full authority to enter into this Contract; and once signed by both parties this Contract is a valid and legally binding document.

16. **Risk of Loss.** All risk of loss of any kind with respect to the Property shall remain with the Seller until possession is given.

17. **Acceptance.** Unless Seller accepts this offer by 5:00 p.m. on October 25, 2002 and one fully executed copy of this Contract received by Buyer on or before such date and time, this offer shall be null and void.

Buyer: [Signature] Date: 10-23-02

Seller: [Signature] Date: 10/24/02

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates as set forth below with their respective signatures.

WITNESS:

\_\_\_\_\_

BUYER: Hogan Real Estate LLC

By: W. Glenn Hogan  
W. Glenn Hogan, Member

Date: 10-23-02

WITNESS:

\_\_\_\_\_

SELLER: Western Kentucky University

By: Gary A. Ransdell x  
Gary A. Ransdell, President

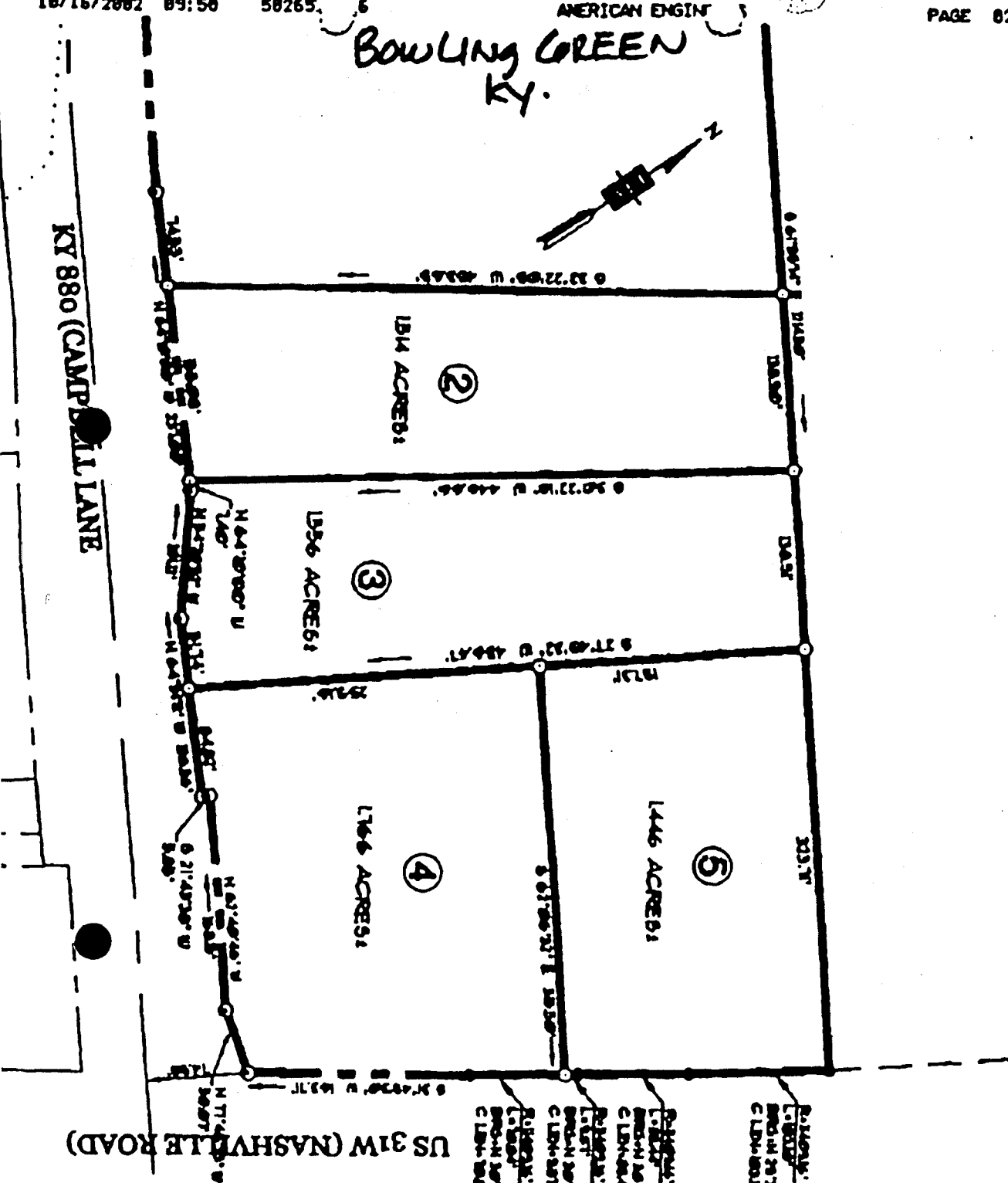
Date: 10/24/02

BowlingGreenKY.WKYU.(4.818Acres)Campbell&Nashville(10/23/02)

Buyer: W. Glenn Hogan Date: 10-23-02

Seller: GAR Date: 10/24/02

**BOWLING GREEN KY.**



US 31W (NASHVILLE ROAD)

**EXHIBIT "A"**

DATE 10-23-02 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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**AMENDMENT TO REAL ESTATE PURCHASE CONTRACT**

This Amendment to Real Estate Purchase Contract (the "Amendment") is made and entered into as of October 23, 2002, between Hogan Real Estate, LLC (the "Buyer") and Western Kentucky University (the "Seller").

1. **Background.** Reference is made to the certain Real Estate Purchase Contract accepted May 9, 2002 by and between Buyer and Seller, for the purchase of the real property located on the northwest corner of Campbell Lane and Nashville Road, Bowling Green, Kentucky, and shall be created by a minor subdivision plat and shall be large enough to accommodate a minimum of a 13,560 square foot double drive-thru prototypical Walgreens Drug Store with approximately 75 parking stalls (hereinafter, the Walgreens Drug Store") an is to be approximately 1.75 acres in size , (together, the "Property").

2. **Contingencies.** The undersigned parties hereby agree that Section 5 of the Contract are hereby deleted in their entirety and replaced with the following: "This Contract is subject to the following Contingencies (the "Contingencies") being met to Buyer's satisfaction, or expressly waived by Buyer, on or before Two Hundred Forty (240) days from Acceptance, or within the time frames as otherwise set forth herein below (the "Contingencies Time Periods");"

3. **Extensions.** The undersigned parties hereby agree that Section 6B of the Contract is hereby deleted in its entirety and replaced with the following: "Extend the Contingencies Time Periods Time Period in section 5 for One (1) additional One (1) month period with said notification to be no later than Two Hundred Forty (240) days from Acceptance and delivered as to section 14 of this Contract. If Buyer elects to extend the Contingencies Time Periods in section 5, Buyer is to give Seller a Ten Thousand & 00/100 Dollar (\$10,000.00) Deposit for this 1 month extension period (the "Extension Deposit"), which shall apply to the Purchase Price, but in the event the transaction does not close for any reason other than a default by Seller, the \$10,000.00 Extension Deposit and the \$25,000 Earnest Deposit shall be forfeited to Seller."

4. **Reaffirmation.** In all other respects, the parties ratify and affirm the terms and conditions of the Contract.

IN WITNESS WHEREOF, the parties have signed this Amendment.

WITNESS:

\_\_\_\_\_

BUYER: HOGAN REAL ESTATE, LLC

By: W. Glenn Hogan  
W. Glenn Hogan, Member

WITNESS:

\_\_\_\_\_

SELLER: Western Kentucky University

By: Gary A. Ramsdell x  
Gary A. Ramsdell, President

Date: May 8, 2002

**REAL ESTATE PURCHASE CONTRACT**

For good valuable consideration, the receipt of which is hereby acknowledged by the parties, the undersigned Buyer and Seller hereby agree to enter into this Real Estate Purchase Contract (the "Contract"). Buyer agrees to purchase and Seller agrees to sell, contingent upon subsequent approval by the Board of Regents of Western Kentucky University no later than May 31, 2002, and Seller meeting all requirements of the Commonwealth of Kentucky for the sale of the property no later than June 15, 2002, the Property under the following terms and conditions:

1. **Property.** The Property subject to this Contract is located the northwest corner of Campbell Lane and Nashville Road, Bowling Green, Kentucky, and shall be created by a minor subdivision plat and shall be large enough to accommodate a minimum of a 13,560 square foot double drive-thru prototypical Walgreens Drug Store with approximately 75 parking stalls (hereinafter, the Walgreens Drug Store) an is to be approximately 1.75 acres in size, and is identified on the attached two page Exhibit "A" (together, the "Property").

2. **Purchase Price.** The purchase price for the Property shall be ~~Twenty Three Thousand~~ <sup>ONE MILLION THREE HUNDRED THOUSAND</sup> Dollars and 00/100 (~~\$23,000.00~~) (the "Purchase Price") and is to be paid all cash at the Closing of this Contract as to section 9 herein (the "Closing").

3. **Earnest Deposit.** As evidence of good faith binding this Contract, a deposit of ~~Ten~~ <sup>TWENTY FIVE</sup> Thousand Dollars and 00/100 (~~\$10,000.00~~) (the "Earnest Deposit") shall be paid by Buyer upon Seller's acceptance of this Contract (the "Acceptance"), and shall be held in the escrow account of Investors Realty & Management Company, Inc. The Earnest Deposit shall be (a) applied to the Purchase Price upon passing of the Deed; or (b) refunded to the Buyer (i) should title prove to be uninsurable, or (ii) if the Contingencies Time Periods (as defined below) specified in Section 5 are not resolved to Buyer's satisfaction, or (iii) should this Contract fail to close due to Seller's default.

4. **Title.** Unencumbered, marketable title to the Property is to be conveyed by Deed of General Warranty to Buyer, or Buyer's designee, at Closing, with the usual covenants such as any title company will insure, excepting any easements of record and applicable regulations imposed upon the Property by the local planning and zoning authorities having jurisdiction over the Property.

5. **Contingencies Time Periods.** This Contract is subject to the following Contingencies (the "Contingencies") being met to Buyer's satisfaction, or expressly waived by Buyer, on or before One Hundred Eighty (180) days from Acceptance, or within the time frames as otherwise set forth herein below (the "Contingencies Time Periods"):

A. Buyer obtaining corporate approval from the Walgreen Co. Real Estate Committee to lease the subject Property within 120 days from Acceptance.

B. Buyer obtaining a legal, valid and binding lease agreement with the Walgreen Co. to lease the Property.

C. Buyer conducting any such tests, economic feasibility studies, title examinations, surveys and inspections of the Property as Buyer deems necessary; and determining that the findings of any such tests, economic feasibility studies, title examinations, surveys and inspections, including soil tests, borings, environmental conditions and investigations of all utilities, roads, sewage/waste water disposal systems, zoning, and access points serving the Property are acceptable to Buyer, in Buyer's sole discretion. Buyer agrees to repair any damage done to the Property resulting from such tests, surveys, or inspections.

Buyer: [Signature] Date: 5-9-02

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Seller: GAR Date: 5/8/02

*GAR*  
*GAR*  
*TWENTY FIVE*

D. Buyer obtaining the appropriate commercial retail sales zoning for its intended use of this Property. Buyer shall pursue the zoning application to completion until final, unappealable zoning is obtained. Seller agrees to cooperate with Buyer in such zoning processes by signing all documents necessary for Seller to sign, and by supporting such zoning application, but at no cost to Seller.

In the event Buyer has applied for a zoning change, and has diligently pursued such action, and the granting of said zoning remains under consideration by the appropriate governmental or regulatory or administrative agencies, or if any appeal periods provided for by ordinance remain unexpired, at the expiration of the Contingencies Time Periods called for herein, Seller agrees to cooperate with Buyer and the Buyer's Contingencies Time Periods shall be extended until a final, unappealable decision is rendered by the proper governmental zoning authorities.

E. Buyer obtaining a building permit and any other permits, certificates, licenses, approvals, or certificates as required from any governmental, regulatory or administrative agency for Buyer's intended use of the Property. Furthermore, Seller agrees to cooperate with Buyer in executing any and all necessary said documents.

F. Buyer obtaining, on or before Thirty (30) days from Acceptance, from the Seller (i) written confirmation that any and all leases, tenancy agreements, service contracts, franchise agreements, billboard sign agreements and any other contracts or agreements affecting the Property (hereinafter, "Affecting Agreements") are to be terminated by Seller prior to Seller's Closing with Buyer, and (ii) copies of any and all Affecting Agreements. Furthermore, Seller hereby agrees not to enter into any new or renew any current Affecting Agreements without the knowledge and written consent of Buyer.

G. Buyer obtaining from Seller, on or before Thirty (30) days from Acceptance, the following information concerning the planned road improvements and/or right of way taking for both Campbell Lane and Nashville Road concerning the Property (the "Improvements"), (i) a copy of any plans concerning said Improvements by the State and/or local governmental agencies, and (ii) the time line for the start of construction and the completion of construction for said Improvements. Furthermore, Buyer has to approve or disapprove of said Improvements and the time line for said Improvements prior to Buyer Closing with Seller.

6. **Surveying, Engineering, Utilities and Access Roads.** Buyer agrees that it will be solely responsible for any and all site work on the Property, including the removal of all above ground and underground building structures, concrete footings, concrete pavement, asphalt, and debris. Buyer agrees that it will be solely responsible for any and all surveying, engineering, and platting of the Property which may be necessary. Buyer agrees that the storm water retention basin on the Property will be constructed by Buyer to a capacity sufficient for such storm water as may flow from Seller's adjacent property onto the Property and agrees that Buyer and Buyer's engineers shall cooperate with Seller's engineers who shall be simultaneously performing engineering studies on Seller's adjacent property. Seller agrees to construct all utility facilities not provided by utility companies and agrees to construct the roadways, entrances, and curb cuts for roadways which shall be constructed on Seller's immediately adjacent property along the northwest and northeast property lines of the Property.

7. **Termination or Extension.** In the event the Contingencies set forth in Section 5 above have not been met within the Contingencies Time Periods, the Buyer, at Buyer's sole discretion, shall have the right to:

A. Terminate this Contract, whereby the Seller shall return the Earnest Deposit to Buyer within seven (7) days after receipt of notice thereof; or

Buyer: AK Date: 5-9-02

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Seller: GR Date: 5/8/02



B. Extend the Contingencies Time Periods Time Period in section 5 for One (1) additional Three (3) month periods with said notifications to be no later than One Hundred Eighty (180) days from Acceptance and delivered as set out in Section 15 of this Contract. If Buyer elects to extend the Contingencies Time Periods in section 5, Buyer is to give Seller a Ten Thousand & 00/1 00 Dollar (\$10,000.00) Deposit for such 3 month extension period (the "Extension Deposit(s)"), which shall apply to the Purchase Price, but in the event the transaction does not close for any reason other than a default by Seller, the Earnest Deposit and the Extension Deposit shall be forfeited to Seller.

C. Waive the Contingencies Time Periods in question and proceed to Closing as specified in Section 9 herein.

8. **Right of Entry.** The Buyer or its authorized representatives shall have the right, at any time after acceptance of this Contract, and at Buyer's sole cost and expense, to enter onto the Property for any lawful purpose, including but not limited to making such surveys and site analyses, inspections, and testing of the Property as deemed necessary by Buyer; provided that in so doing Buyer will not unreasonably interfere with the operation of any businesses on the Property, and provided Buyer shall give Seller at least 24 hours prior notice of any such entry onto the Property. Buyer shall indemnify Seller against and hold Seller harmless from any and all costs, expenses, claims, actions, or causes of action asserted against Seller by virtue of any act or activity of Buyer or Buyer's representatives on the Property.

9. **Remedies for Breach.** If, following the full execution of this Contract either party defaults in the performance of its duties or obligations hereunder, then:

A. If the Buyer is the party in default, then Seller may (i) terminate this Contract and the Earnest Deposit and the Extension Deposit(s), if said monies have been paid to Seller, shall be forfeited in full to Seller as liquidated damages (and not as a penalty) for the default of Buyer, and thereafter neither party shall have any further obligations hereunder.

B. If the Seller is the party in default, Buyer may (i) terminate this Contract and the Earnest Deposit and the Extension Deposit(s), if said monies have been paid to Seller, shall be refunded in full to Buyer; and thereafter neither party shall have any further obligations hereunder.

If any dispute between the parties results in litigation, or either party is required to retain legal council to enforce the provisions hereof, then the prevailing party shall be entitled to recover from the other party reasonable attorney fees and expenses resulting there from.

10. **Closing.** Buyer is to notify Seller of the date of the Closing which shall be held no later than Sixty (60) days from the date all the Contingencies Time Periods set forth in section 5, and all the conditions of section 6, hereof have been satisfied.

A. At Closing, (i) Buyer shall pay for the title examination, title insurance and recording of the Deed; (ii) Seller shall pay for preparation of the Deed and transfer tax; and (iii) each party shall pay their respective attorney's fees.

B. Real estate taxes due and payable with respect to the year of Closing shall be prorated between Buyer and Seller as of the date of Closing. Seller is responsible for paying any delinquent taxes.

C. Seller shall pay in full the principal and any accrued interest on all loans or liens on the Property, if any, at Closing.

Buyer: [Signature] Date: 5-9-02

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Seller: [Signature] Date: 5/8/02

11. **Possession.** Possession of the Property shall be given to Buyer and upon passing of the deed. Furthermore, Seller acknowledges and warrants to Buyer that no valid Affecting Agreements are or shall be in effect as of the date of closing.

12. **Miscellaneous.** Time is of the essence in the performance of the obligations of the parties under this Contract. The terms of this Contract are to be governed and construed in accordance with the laws of the Commonwealth of Kentucky. This Contract constitutes the full and complete agreement of the parties hereto and may not be amended or modified except by written instrument signed by both parties. The rights and obligations herein created shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

13. **Real Estate Broker.** It is hereby acknowledged that W. Glenn Hogan, Member of Hogan Real Estate, LLC, Buyer herein, is a licensed real estate broker in the Commonwealth of Kentucky. Furthermore, William W. Sprigg, III, President of Chip Sprigg Realtors, Inc., represents the Buyer and is to be paid Three Percent (3%) commission of the total sales price by Seller at Closing. Additionally, Investors Realty & Management Company, Inc., represented by Kenny Nealy, represents the Seller and is to be paid a Three Percent (3%) commission of the total sales price by Seller at Closing.

14. **Assignment/Transfer.** Buyer reserves the right to assign or transfer all of his right, title and interest in and to this Contract, without the consent of Seller.

15. **Notices /Approvals.** All notices and approvals required or permitted hereunder shall be in writing and shall be delivered by Certified Mail, Return Receipt Requested; by national overnight delivery service; hand delivered in person; or by facsimile, with facsimile numbers included and evidenced by machine confirmation of receipt thereof at the indicated number. Any notice or approval sent by facsimile shall be followed by a hard copy sent by one of the above three methods of notification to the following addresses. Furthermore, any notice so mailed shall be deemed delivered as of the time it is deposited in the U.S. Mail or deposited for delivery with any reputable overnight carrier service (collectively the "Notice").

As to Buyer: **Hogan Real Estate, LLC**  
Attn: W. Glenn Hogan, Member  
c/c Chip Sprigg Realtors, Inc.  
Attn: William W. "Chip" Sprigg, III  
125 Chenoweth Lane, Suite 303  
Louisville, Kentucky 40207  
Phone: (502) 893-6281  
Fax: (502) 899-7588

As To Seller: **Western Kentucky University**  
Attn: Kenny Nealy  
Investors Realty & Management Company, Inc.  
1750 Scottsville Road  
Bowling Green, Kentucky 42104  
Phone: (270) 781-8331  
Fax: (270) 843-1799

With copy to: Deborah Wilkins  
General Counsel  
Western Kentucky University  
One Big Red Way  
Bowling Green, KY 42101  
Phone: (270) 745-5398  
Fax: (270) 745- 4492

Buyer: R Date: 5-9-02

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Seller: GN Date: 5/8/02

16. **Authority to Enter Into This Contract.** It is hereby acknowledged by the undersigned Seller's representative that the undersigned is the duly authorized representative of the Seller and has the full authority to enter into this Contract; and once signed by both parties this Contract is a valid and legally binding document.

17. **Risk of Loss.** All risk of loss of any kind with respect to the Property shall remain with the Seller until possession is given.

18. **Acceptance.** Unless Seller accepts this offer by 5:00 p.m. on May 17, 2002 and one fully executed copy of this Contract received by Buyer on or before such date and time, this offer shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates as set forth below with their respective signatures.

BUYER:

Hogan Real Estate LLC

BY: W. GLENN HOGAN

W. Glenn Hogan, Member

Date: 5-9-02

SELLER:

GARY A. RANSELL

BY: Gary A. Ransdell, President

Date: 5/8/02

Buyer: W. GLENN HOGAN Date: 5-9-02

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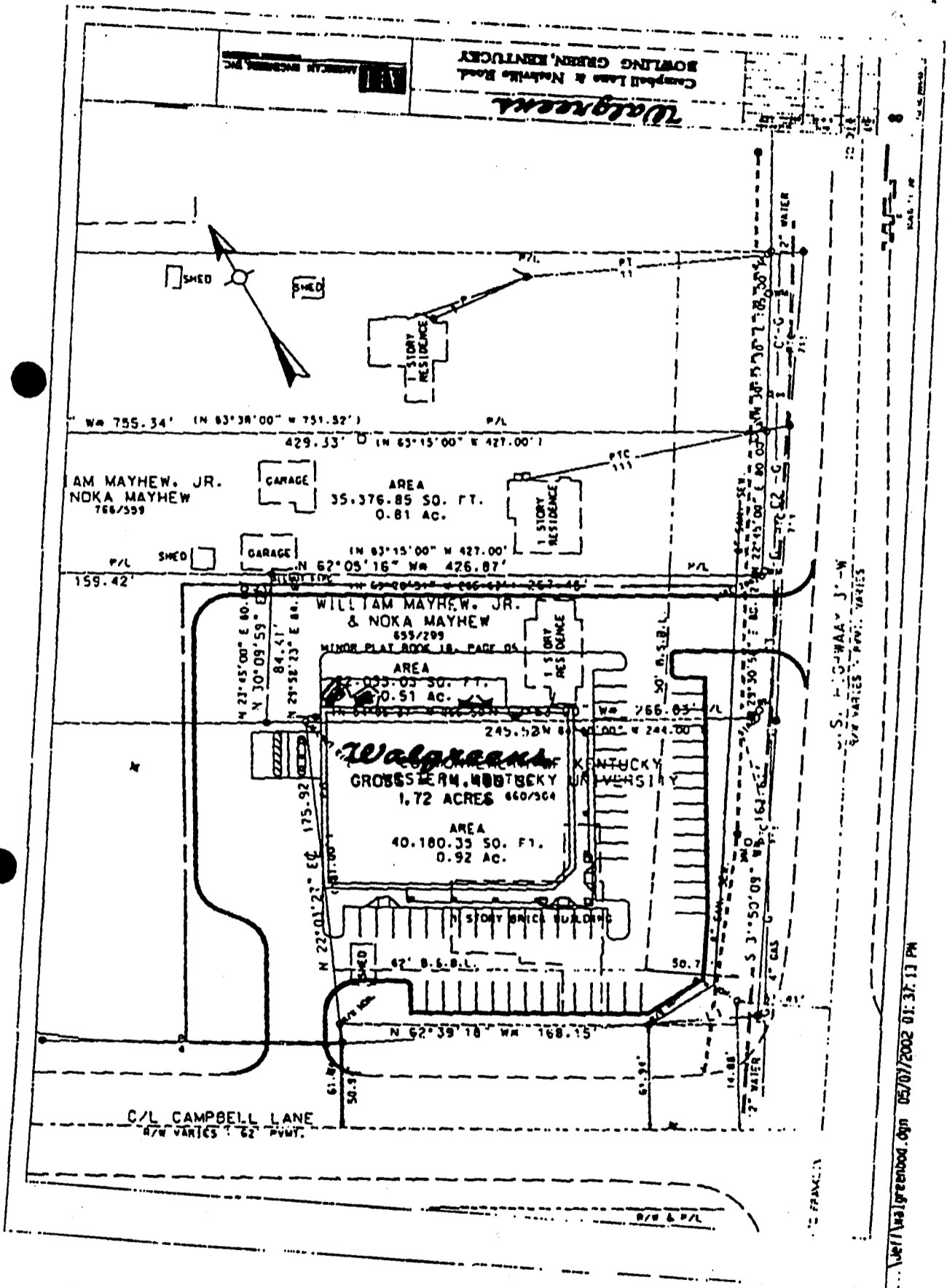
Seller: GARY A. RANSELL Date: 5/8/02

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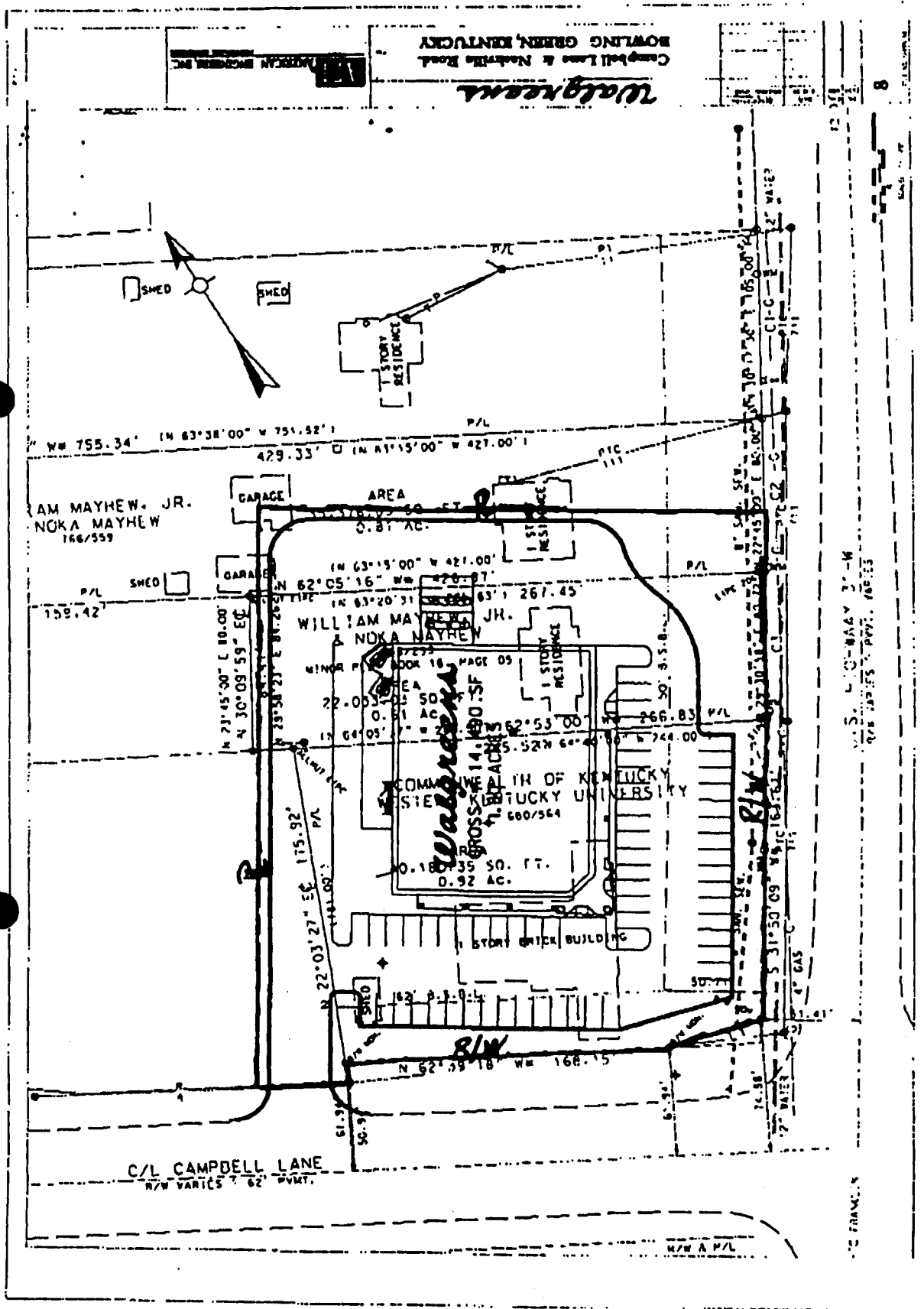
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