

MINUTES
OF THE BOARD OF REGENTS
WESTERN KENTUCKY UNIVERSITY

July 30, 2004

AGENDA ITEM 1 - Call to Order

Required statutory notice having been given, the third quarterly meeting of the Board of Regents of Western Kentucky University was held in the Training Center of Mammoth Cave National Park. The meeting was called to order by Chair Gray at approximately 9 a.m., CDT.

AGENDA ITEM 2 - Invocation

The invocation was provided by Dr. Dennis George, Assistant to the Provost for Planning and Accountability.

AGENDA ITEM 3 - Oath of Office

The Constitutional Oath of Office was administered to newly-appointed members Ms. Judith A. Hughes of Bowling Green and Mr. Laurence J. Zielke of Louisville. The Oath was administered by Justice Martin E. Johnstone of Louisville, Kentucky. Justice Johnstone received his bachelor's degree from Western Kentucky University in 1971; was appointed Chief Judge Pro Tem for the Kentucky Court of Appeals in 1996, and was elected to the Supreme Court of Kentucky in 1996.

Ms. Judi Hughes was appointed by Governor Fletcher to a six-year term replacing Mr. Ronald G. Sheffer of Louisville, and Mr. Larry Zielke of Louisville was appointed by Governor Fletcher to a six-year term replacing Mr. James B. Tennill, Jr. of Louisville, Kentucky. New members of the Board were presented the Regents Pin by President Ransdell.

AGENDA ITEM 4 - Roll Call

The following members were present:

Ms. Kristen T. Bale
Mr. John V. Bradley
Dr. Robert L. Dietle
Ms. Lois Gray
Ms. Judi Hughes
Ms. Pat Jordan
Mr. Cornelius A. Martin
Ms. Forrest Roberts
Ms. LaDonna G. Rogers
Mr. Larry Zielke

Mr. Fischer was absent.

Others in attendance included: President Gary Ransdell; Ms. Liz Esters, Secretary to the Board of Regents and Staff Assistant to the President; Mr. Robert Edwards, Assistant Vice President for University Relations; Mr. Tom Hiles, Vice President for Institutional Advancement; Dr. Richard Kirchmeyer, Vice President for Information Technology; Ms. Ann Mead, Chief Financial Officer and Assistant to the President for Economic Development; Dr. Gene Tice, Vice President for Student Affairs; Mr. John Osborne, Associate Vice President for Campus Services; Dr. Wood Selig, Athletics Director; and Ms. Deborah Wilkins, General Counsel.

In keeping with the policy of the Board, the agenda for the meeting and information and materials pertinent to items thereon had been mailed in advance of the meeting by the President to members of the Board.

AGENDA ITEM 5 - Special Presentations - Resolutions of appreciation for

John V. Bradley, Ronald G. Sheffer, and James B. Tennill, Jr .

The following resolution was read by Dr. Robert Dietle:

RESOLUTION

WHEREAS, Mr. John V. Bradley, Paducah, Kentucky, has served as a member of the Board of Regents of Western Kentucky University from August, 2003, to July 2004; and

WHEREAS, his term of office was characterized by able leadership, faithful service, and dedication to his responsibilities to the University, the Board of Regents, and to all Western Kentucky University students; and

WHEREAS, his loyal service and leadership have made significant and lasting contributions to this University; 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 July 30, 2004, does hereby express its appreciation to Mr. John V. Bradley for his contributions and extends best personal wishes for continued success in all his endeavors;

Be it further

RESOLVED, that this resolution be spread upon the minutes and a copy thereof be presented to Mr. Bradley as an expression of the esteem in which he is held by members of the Board.

Ordered at Mammoth Cave, Kentucky, this 30th day of July in the year of our Lord two thousand and four.

Lois W. Gray, Chair
Board of Regents

Gary A. Ransdell, President
Western Kentucky University

A framed copy of the resolution was presented to Mr. Bradley. In addition the following

resolutions were presented for outgoing members Sheffer and Tennill who were not in attendance.

RESOLUTION

WHEREAS, Mr. Ronald G. Sheffer, Louisville, Kentucky, has served as a member of the Board of Regents of Western Kentucky University from July 31, 1998, to June 30, 2004; and

WHEREAS, Mr. Sheffer served two previous terms on this Board from 1976-1980 and 1980-1984 for a total of fourteen years of service; and

WHEREAS, Mr. Sheffer's latest term was a transformational period in the life of Western Kentucky University; and

WHEREAS, his term of office was characterized by able leadership, faithful service, and dedication to his responsibilities; and

WHEREAS, his loyal service and leadership have made significant and lasting contributions to the University; and

WHEREAS, Mr. Sheffer has given unselfishly of his time, energies, and resources to make Western Kentucky University better; 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 July 30, 2004, does hereby express its appreciation to Mr. Ronald G. Sheffer for his contributions to Western Kentucky University and extends best personal wishes for continued success in all his endeavors;

Be it further RESOLVED, that this resolution be spread upon the minutes and a copy thereof be presented to Mr. Sheffer as an expression of the esteem in which he is held by members of the Board.

Ordered at Mammoth Cave, Kentucky, this 30th day of July in the year of our Lord two thousand and four.

Lois W. Gray, Chair
Board of Regents

Gary A. Ransdell, President
Western Kentucky University

RESOLUTION

WHEREAS, Mr. James B. Tennill, Jr., Louisville, Kentucky, has served as a member of the Board of Regents of Western Kentucky University from July 31, 1998, to June 30, 2004; and

WHEREAS, this was a transformational period in the life of Western Kentucky University; and

WHEREAS, his term of office was characterized by able leadership, wise counsel, sound business acumen, and faithful service; and

WHEREAS, his loyal service and dedication to his responsibilities have made significant and

lasting contributions to the University; and

WHEREAS, Mr. Tennill has given unselfishly of his time, energies, and resources to make Western Kentucky University better; 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 July 30, 2004, does hereby express its appreciation to Mr. James B. Tennill, Jr. for his contributions and extends best personal wishes for continued success in all his endeavors;

Be it further

RESOLVED, that this resolution be spread upon the minutes and a copy thereof be presented to Mr. Tennill as an expression of the esteem in which he is held by members of the Board.

Ordered at Mammoth Cave, Kentucky, this 30th day of July in the year of our Lord two thousand and four.

Lois W. Gray, Chair
Board of Regents

Gary A. Ransdell, President
Western Kentucky University

Motion for approval by Ms. Bale, seconded by Ms. Gray; carried unanimously

AGENDA ITEM 6 - Reorganization of the officers of the Board of Regents

applying to the offices of Chair, Vice Chair, and Secretary

The Nominating Committee, consisted of Ms. Rogers, Mr. Sheffer, and Mr. Tennill, for officers for the 2004-05; and since two members of the Nominating Committee have been replaced with recent Board appointments, Ms. Rogers, the remaining member, brought forth the Committee's nomination. In the form of a motion, Ms. Rogers placed in nomination

Mr. Cornelius Martin for Chair; Mr. Earl Fischer for Vice Chair, and Ms. Esters for Secretary.

The motion was seconded by Ms. Bale. No other names were placed in nomination, and the motion carried unanimously.

The gavel was passed to Chair Martin. Ms. Gray was presented an engraved gavel in recognition of her two years as Chair. Additionally, she was presented with a Cherry Hall mirror.

Chair Martin thanked Ms. Gray for her service as Chair and thanked the Board for electing him Chair saying,

"I'm honored to be elected Chair of this Board, for one reason, this is my eleventh year. I came on this Board at a time when there was turmoil in the State of Kentucky, and the Governor dissolved the Boards and appointed new ones. I was one of the first people appointed to the new Board. Western Kentucky University was in a lot of turmoil at that time; we've come a long way. It's been an exciting ten years and the next two years concludes my tenure. Yesterday we reflected a little bit and set the stage for where we need to go and why we are where we are

today. We've made tremendous progress with this Board under the leadership of Dr. Ransdell the past seven years and the four years prior under the previous administration. We're committed to continue with what we've started and what we're trying to accomplish and hope the next years will be as exciting as the past six years. So here we go!"

AGENDA ITEM 7 - Appointment of a Parliamentarian and Treasurer

Chair Martin reappointed Dr. Capps to continue as Parliamentarian and Ms. Mead to continue as Treasurer.

AGENDA ITEM 8 - Disposition of minutes of the regular meeting of April 30, 2004, and the special meeting of June 18, 2004

Motion to approve the April 30, 2004, and June 18, 2004, minutes was made by Dr. Dietle and seconded by Ms. Rogers. Motion carried unanimously.

MOTION: Ms. Bale made a motion that a resolution be prepared by the Secretary to the Board expressing appreciation to Superintendent Switzer and his staff for their hospitality and for the cooperative effort and the partnership with Western Kentucky University. Ms. Bale further suggested that the Board's appreciation be expressed to Mr. Mark DuPoy, Mr. Mike Adams, and to each of the Western Kentucky University faculty and staff who were a part of the activities which showcased the various projects for the Board.

The motion as seconded by Ms. Gray and carried unanimously. The following resolution will be presented to Superintendent Switzer.

RESOLUTION

- WHEREAS,** Congress authorized establishment of Mammoth Cave National Park in 1926; and
- WHEREAS,** interactions between Western Kentucky University and Mammoth Cave National Park precede establishment of the Park; and
- WHEREAS,** Western Kentucky University students benefit enormously in educational opportunities, employment (including summer employment, research internships, and permanent positions), field trips, and experiences gained by interaction with National Park Service (NPS) scientists and resource specialists; and
- WHEREAS,** faculty have received grants and published numerous scientific and resource management studies based on work in the Park; and
- WHEREAS,** these efforts have brought international scientific attention to Western Kentucky University and to the Park; and
- WHEREAS,** Western Kentucky University and Mammoth Cave National Park continue to expand collaborative projects to protect, preserve, and restore our significant natural resources through extensive collaboration with primary focus areas of Biology/Ecology, Cultural Resources, and Geosciences; and
- WHEREAS,** the Board of Regents of Western Kentucky University visited Mammoth Cave National Park on July 29-30, 2004, to view many of these collaborative efforts and to celebrate this ongoing partnership; and
- WHEREAS,** the Board of Regents wishes to express appreciation to Superintendent Ron Switzer

and the entire staff of Mammoth Cave National Park for their dedication and commitment to this partnership; be it

**THEREFORE
RESOLVED**

that this resolution be spread upon the minutes of the July 30, 2004, meeting of the Board of Regents conducted in the Training Center of Mammoth Cave National Park and that a framed copy thereof be presented to Superintendent Ron Switzer as an expression of the appreciation of members of the Board of Western Kentucky University.

Ordered at Mammoth Cave, Kentucky, the 30th day of July in the year of our Lord, two thousand and four.

Cornelius A. Martin, Chair
Board of Regents

Gary A. Ransdell, President
Western Kentucky University

AGENDA ITEMS 9 - Action Items:

9.1 Approval of First Amended Employment Agreement between Western Kentucky University and Mary Taylor Cowles

FACTS: On April 30, 2004, the Board of Regents approved an extension of Mary Taylor Cowles' employment as part of a new employment contract negotiated between Coach Cowles and the University. The University and Coach Cowles have now entered into a First Amended Athletic Employment Contract, which specifically outlines the terms and conditions of Coach Cowles' employment.

The contract is attached to these Minutes as **Exhibit I.**

RECOMMENDATION: President Ransdell recommends the Board approve the First Amended Athletic Employment Contract between Western Kentucky University and Mary Taylor Cowles.

Motion for approval of the First Amended Athletic Employment Contract between Western Kentucky University and Mary Taylor Cowles was made by Ms. Bale, seconded by Mr. Zielke, and carried unanimously.

9.2 Approval of Employment Agreement between Western Kentucky University and C. Wood Selig

FACTS: The University and Dr. C. Wood Selig have negotiated an Employment Agreement, which outlines the terms and conditions of Dr. Selig's employment as Director of Athletics at the University.

The contract is attached to these Minutes as **Exhibit II.**

RECOMMENDATION: President Ransdell recommends the Board approve the Employment Agreement between Western Kentucky University and C. Wood Selig.

Motion for approval of the Employment Agreement between Western Kentucky University and C. Wood Selig was made by Ms. Gray and seconded by Ms. Bale.

A period of discussion followed in which Dr. Dietle asked for clarification on:

- the item under supplemental salary payments listed on page 7 of the employment

contract that dealt with revenue-generated (1) "Parking - All Events" whether that was intended to mean "athletic events."

Dr. Ransdell explained that the Athletics Department is the beneficiary of a percentage of parking revenues generated by events in and around Diddle Arena as a part of the budget-balancing strategy.

- and the item listed as (6) Concessions

This refers to concessions sold at athletic events.

- and page 8, the addition of "The Athletic Department and Hilltopper Athletic Foundation reserve funds may be used on an annual basis to create a year-end balanced budget." Why was this added?

Dr. Ransdell noted that this was added "so that there will be no inclination to seek drawing from University-budgeted funds for academic or other programs. The balancing of the Athletic Department will remain within the context of athletic-generated revenues and not from other University funds. That clause was added to allow them to use any reserve funds that may have been built up in HAF so there will be no call on University funds.

Ms. Gray's motion for approval of the Employment Contract for C. Wood Selig passed unanimously.

9.3 Approval of Employment Agreement between Western Kentucky University and Donald W. Swoboda

FACTS: On April 30, 2004, the Board of Regents approved the appointment of Donald W. Swoboda to the position of Dean of the Division of Extended Learning and Outreach. The University and Dr. Swoboda have entered into an employment agreement, a copy of which is attached to this agenda item, outlining the terms and conditions of Dr. Swoboda's employment at the University as Dean.

A copy of Dr. Swoboda's contract is also attached to these minutes as **Exhibit III.**

RECOMMENDATION: President Ransdell recommends the Board approve the Employment Agreement between Western Kentucky University and Donald W. Swoboda.

Motion for approval of the Employment Agreement between Western Kentucky University and Donald W. Swoboda was made by Ms. Bale, seconded by Ms. Hughes, and carried unanimously.

Ms. Esters was instructed to make one edit to the contract, on page 26 of the agenda packet, under E. Termination by Dean; next to last line in that clause *should read 4 (B) rather than IV (B).* Note: This correction has been made in the attached Exhibit III.

Additionally, Ms. Bale pointed out that while DELO is a revenue-generated entity, the Extended Campuses are placed under Dr. Swoboda and are not revenue generating.

Dr. Dietle stated, "*We just approved three contracts with very healthy incentive clauses built in for long-range service to the University; and the issue I'd like the Board to deal with*

this coming year is the fact that the bonus that faculty receive when they are promoted from assistant to associate to full is \$1,000; and it's been \$1,000 for twenty years as far as I can tell. I would like for us to try to move toward a system where the faculty who have been here for seven years; we decide to keep them and offer them a life-time contract, we could raise that from \$1,000 a little bit."

Dr. Ransdell responded indicating that "Within the total scope of our budget, that is something that should be reasonable, and we will work with the Budget Council this coming year in factoring that in. Actually you could raise it significantly and it would not be a dramatic impact on the total University budget; perhaps some of our academic quality funds might be appropriate."

Dr. Dietle further noted that once this is started, consideration should also be given those who have received tenure in the past.

9.4 Approval of a University Foundations Policy and Memorandum of Understanding and Audit Update

FACTS: The University was last accredited by SACS in 1994, and is undergoing the re-accreditation process at this time. In seeking and retaining accreditation, institutions must demonstrate that they share the values, follow the practices, and meet the standards accepted by the regional higher education community.

In particular, the University is required to provide evidence that it meets the requirements published as Principles for Accreditation: Foundations for Quality Enhancement, and is required to submit a statement regarding the institution's compliance with the Core Requirements and Comprehensive Standards. Documentation to support the institution's Compliance Certification must be provided by August 30, 2004.

As a part of this review, the University has determined a need to adopt and have in place pertinent policies and MOU's that formally articulate the operating procedures and guidelines that are in place with regard to the various foundations that support the University.

WESTERN KENTUCKY UNIVERSITY BOARD OF REGENTS / FOUNDATIONS POLICY MEMORANDUM of UNDERSTANDING ADDENDUM TO EXISTING AGREEMENTS

1. General Statement

This policy is adopted pursuant to KRS 164.350 which authorizes and empowers the Western Kentucky University Board of Regents to take actions necessary for the establishment of foundations for the University. The Board recognizes the value of such foundations to the overall development programs of the University. Foundations provide a direct means for individuals to participate in the generation and management of contributions for the benefit of the University.

2. Definition of Foundation

For purposes of this policy, a foundation is defined as a not-for-profit organization which exists solely to support and advance the objectives of the University. A foundation also shall be operated as a tax-exempt corporation chartered within the Commonwealth of Kentucky.

3. Foundation/University Relationship

A foundation is not an operational function of the University; it is a separate legal entity. The foundation/University relationship is derived from a shared interest in the University's development. Institutional participation in and support of foundation operations is, therefore, appropriate and desirable. It is recognized that to be effective in achieving its purpose, a foundation's identity must be maintained separate from the University. The accountability of a foundation, and the University as it relates to the foundation, however, are concerns common to the foundation, the University, and the Board.

4. Purpose of the Policy

The purpose of this policy is to promote and strengthen the operations of foundations which have been and may be established for the benefit of Western Kentucky University. The following provisions set forth a framework which, from the Board's perspective, enable and enhance a sound and mutually-supportive foundation/University relationship.

5. Provisions

- A. To document the foundation's and University's understanding of their relationship, this document shall serve as a written agreement or an addendum to an existing agreement with its foundation(s) which describes their respective responsibilities and the services, if any, that the University provides the foundation.
- B. It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner, engage in activities in support of the institution, and, where appropriate, assist in securing resources, administer assets and property in accordance with donor intent, manage its assets and resources so that the property, resources, and funds hold their purchasing power into the future.
- C. The priorities of the institution, as set by the Board of Regents and the President, shall be integrated into the operation, activities, efforts, and priorities of the foundation. Institutional priorities shall be set by the above and it is assumed the President will develop these in consultation with all appropriate constituencies.
- D. The governance structure of a foundation should be determined by the organization. To ensure an appropriate level of University participation in foundation governance, it is recommended that the University President and/or the President's designee(s) shall hold membership on the foundation's executive body.
- E. The foundation's executive body shall adopt an annual budget. The University will develop and present a recommended budget to the foundation to ensure that University objectives are reflected in the allocation of foundation funds.
- F. The foundation should develop policies and procedures concerning its operations. At a minimum, the policies should address solicitation, acceptance, and management/investment of contributions to the foundation. The policies must incorporate sound business principles and safeguard compliance with donor intent and conditions. The policy regarding solicitation and acceptance of contributions shall provide that prior to acceptance of any gift to the foundation which requires University support, i.e., staff, financial assistance, storage, etc., approval must be obtained from the President of the University in accordance with this policy.
- G. No University funds may be transferred directly or indirectly to the foundation.

It is understood that instances may occur where a donor inadvertently directs a contribution to the University which is intended for the foundation. Procedures shall be established to clarify donor intent.

- H. Foundations must respect Board and University responsibilities for personnel administration, and a process must be established whereby foundation expenditures for compensation and other forms of supplement to University personnel, i.e., salary, expense account, automobiles, etc., must be approved in advance by the University President on an annual basis.
- I. Foundation records and accounts may be maintained by the University in agency accounts, separate from University funds, records and accounts, and must be shown as an agency fund of the University.
- J. The foundation executive body should issue periodic reports on the activities of the foundation, which shall be submitted to the President of the University. At a minimum, the reports should be issued on an annual basis. At a minimum, a comprehensive annual financial report shall be issued and prepared in accordance with generally accepted accounting principles.
- K. A foundation whose records and accounts are maintained as an agency fund of the University shall be audited on the same cycle as the University audit and shall be reported upon as a part of the agency funds of the University. Records and accounts maintained by the foundation shall be audited annually by an independent public accountant.
- L. The foundation while protecting personal and private information related to private individuals, shall, to the extent possible or reasonable, be open to public inquiries related to revenue, expenditure policies, investment performance, personnel information, and/or other information which would normally be open in the conduct of University affairs.
- M. The University President shall be consulted in the selection of executive leadership for this foundation; likewise, the foundation shall be consulted in the selection of University officers whose duties include senior administrative responsibilities for the foundation.
- N. No staff member of the institution may receive remuneration (salary, stipend or gifts for service) from the foundation without the approval of the institutional president.
- O. The foundation shall develop policies and procedures to establish ethical standards to ensure that no conflict of interest occurs between its members and employees and the activities of the cooperative organization and the institution.
- P. All usage by the foundation of the institution's name, symbols, or trademarks is subject to approval by the institution or Board of Regents.
- Q. Notice to and concurrence of the Board of Regents is required for change of name, change of mission, or change of governance documents or structure of the foundation.
- R. The foundation or its subsets, may be called upon to accept, manage, or sell gifts of real estate on behalf of the University, or when mutually agreed upon to act as the University's agent in owning intellectual property and the related management and distribution of revenues pertaining thereto.
- S. All gifts, grants, or other financial proceeds which are received by the foundation are ultimately intended for the sale, use, and benefit of Western Kentucky University. Any other intended use must be clearly stated in writing and approved by the University President, the chief executive officer of the foundation, and the donor, grantor, or contractor from which the funds are received and distribution request engaged. All use of funds as directed by a gift agreement, grant agreement, or contract are irrevocable and permanent and must reflect donor, grantor, or

contractor's intent. All unrestricted funds are to be used solely for the benefit of Western Kentucky University.

- T. Upon dissolution of the foundation, assets and property secured in the name of or under the auspices of, or in support of the system institution shall become the property of the institution or an entity selected by the Board of Regents and institution. Such dissolution will be done in accordance with the law and, in accordance with donor intent, where applicable.
- U. The relationship between the University and the foundation cannot be severed or terminated without written notification by the Chair of the Board of Regents of the University and the Chair of Directors of the foundation. No separation can occur within 90 days of the receipt of request for termination by both parties.

Approved : _____ (Date.)
Chair, WKU Board of Regents

Approved : _____ (Date.)
Chair, WKU Foundation Board of Directors

Approved : _____ (Date.)
Chair, College Heights Foundation Board of Directors

Approved : _____ (Date.)
Chair, WKU Research Foundation Board of Directors

RECOMMENDATION: President Ransdell recommends the Board of Regents approve these policies and adopt the recommended MOU.

Motion for approval and adoption of the Memorandum of Understanding was made by Mr. Zielke, seconded by Ms. Bale.

Suggestions for edits in Items C and D on page 41. Those edits are reflected in these minutes.

Mr. Zielke's motion for approval carried unanimously.

9.5 Approval of the honorary naming of room 344 in the Mass Media and Technology Hall as the *Julian Goodman Classroom*

Facts: Julian Goodman, a native of Glasgow, used his educational training from Western Kentucky University to rise to the top of the broadcasting industry. Goodman received an Outstanding Alumnus of Kentucky Award from the Kentucky Advocates for Higher Education in 1989. Goodman, who took early retirement from NBC on May 31, 1979, served the company for 34 years in a number of important posts. He began as a news writer; became Director of News in Washington; Executive Vice President of NBC News based in New York; then President and Chairman of NBC. He was Chairman of the Board of NBC from 1974 to 1978 and from 1966 to 1974 he was President of NBC. In 1972 he was elected Director of RCA, a position he retained for six years. Goodman's first 20 years at NBC were spent with NBC News, where he rose to the position of Executive Vice President. His distinguished service in the field of broadcast journalism has earned him many awards and honors.

In 1976 he received broadcasting's most prestigious individual honor, the National Association of Broadcaster's Distinguished Service Award as a "broadcast journalist, program innovator and industry leader." The previous year he was elected to the Hall of

Fame of the New York Chapter of the Society of Professional Journalists, Sigma Delta Chi. In 1972 the American Association of State Colleges and Universities inaugurated the Distinguished Alumni Award. Julian Goodman was the second recipient of the AASCU award, following former President Lyndon B. Johnson, when at the annual meeting of the Association in San Diego, he was honored and recognized as a graduate of Western Kentucky University. In 1974, he was honored with a George Foster Peabody award for his "outstanding work in the area of First Amendment rights and privileges for broadcasting."

A year earlier he received the Paul White Memorial Award from the International Conference of Radio and Television News Directors. The International Radio and Television Society awarded Goodman its highest honor in 1972-the Gold Medal-for his achievements in and contributions to broadcasting. In 1952 Goodman directed NBC news' film coverage of the political conventions; in 1956 he supervised the operation of NBC's central news desk at the conventions; during the 1960 national election campaign, he produced the second broadcast of the "The Great Debates" between presidential candidates John F. Kennedy and Richard M. Nixon.

Motion for approval to name room 344 in the Mass Media and Technology Hall as the Julian Goodman Classroom was made by Mr. Zielke, seconded by Ms. Bale, and carried.

9.5(b) Approval of the naming of room 219 in the Mass Media and Technology Hall as the *Joe and Ann Richards Conference Room*

FACTS: Mr. Richards is a retired educator (counselor) with the Simpson County Board of Education. He received his B.S. in history from Western in 1965 and is a Sigma Alpha Epsilon fraternity member. Mr. Richard's two aunts, Frances Richards and Mary Ellen Richards were both well known WKU English and history teachers, respectively. Frances Richards was the first editor of the College Heights Herald.

Mrs. Richards, the former Ann Baird, is a retired high school librarian with the Simpson County school system; she is also a retired English teacher. A Western graduate, she received her B.S. in 1966 and an MAE in 1975. She is a member of Chi Omega sorority. Mrs. Richards was secretary and member of Western's Libraries Advisory Council until July 2003. She has also served on the board of the public library in Franklin, KY.

This naming request is recommended with respect for Richards' leadership gift of \$276,667 (face value of their deferred gift annuity) given during the 1998-2003 *Investing in the Spirit* Campaign. Their gift, coupled with the family's strong heritage with Western Kentucky University and, in particular, with the journalism program, makes this a fitting tribute for their support and dedication.

Motion for approval of the naming of room 219 in the Mass Media and Technology Hall as the *Joe and Ann Rose Richards Conference Room* as a result of their gift for scholarships and programmatic support was made by Dr. Dietle, seconded by Ms. Bale, and carried.

9.6 Approval to name the Preston Center pool the *Bill Powell Natatorium in honor of Coach Bill Powell*

FACTS: The University wishes to acknowledge the outstanding achievements and contributions made to the University and its intercollegiate athletic program by Coach Powell. Coach Powell is currently enjoying his 35th season at the University. Detailed information concerning his many accomplishments is included with the agenda material. In this regard, the President is recommending that the Preston Center pool be named the *Bill Powell Natatorium* in honor of Coach Powell. If approved, the University will conduct a formal naming ceremony, which is tentatively planned for November 13, 2004.

Motion for approval of the naming of the Preston Center as the *Bill Powell Natatorium*, in

honor of Coach Bill Powell, head coach of men's and women's swimming and diving was made by Ms. Hughes, seconded by Ms. Bale, and carried.

9.7 Quantitative Approval Request/Kentucky Plan/Committee on Equal Opportunity

REQUEST: The President requests the Board of Regents approve a quantitative waiver under the provisions of the Kentucky Plan.

FACTS: KRS 164.020(19) mandates that the Council on Postsecondary Education postpone approval of any new academic program at an institution unless the institution has met its equal educational opportunity goals established in accordance with the provisions of the Kentucky Plan for Equal Opportunities in Higher Education. The University failed to meet three of the eight objectives under the plan during its last assessment period. If an institution does not meet its goals, it may obtain a temporary waiver if the institution has made substantial progress toward meeting its equal educational opportunity goals. Given that the University had made substantial progress is five of the eight objectives, its waiver request may be sub-mitted to the Board, which, in turn, may adopt a resolution approving the waiver. The Board's resolution approving the waiver is then submitted to the Council on Postsecondary Education for informational purposes.

The Quantitative Waiver Request is attached to the Minutes as Exhibit IV.

The proposed resolution follows:

RESOLUTION

- WHEREAS,** KRS 164.020(19) mandates that the Council on Postsecondary Education postpone approval of any new program unless the institution has met its equal educational opportunity goals; and,
- WHEREAS,** KRS 164.040(19) also provides that an institution not meeting the goals shall be able to obtain a temporary waiver if the institution has made substantial progress toward meeting its equal educational opportunity goals; and,
- WHEREAS,** 13 KAR 2:060(7) requires that a waiver request from an institution include a resolution submitted to the Council on Postsecondary Education approved by the institution's governing board; and,
- WHEREAS,** the quantitative waiver request includes assessments of the institution's efforts to achieve its objectives as set forth in the Kentucky Plan;
- NOW**
THEREFORE, it is hereby resolved that the Western Kentucky University Board of Regents approve the University's request for a quantitative waiver.

This the 30th day of July, 2004.

Cornelius A. Martin, Chair

Motion for approval of a quantitative waiver under the provisions of the Kentucky Plan.

and the adoption of the above resolution was made by Mr. Zielke, seconded by Ms. Bale and carried unanimously.

9.8 Approval of deletion of DeKalb County, Illinois, from the University's Tuition Incentive Program (TIP), and addition of DuPage County, Illinois, as a county in the TIP.

FACTS: On April 30, 2004, the Board of Regents approved extending the University's Tuition Incentive Program to certain counties in Illinois in order to both diversify and improve the academic quality of its student population, including DeKalb County.

The inclusion of DeKalb County was in error and the result of a typographical error. DeKalb County should be removed as a TIP county. The University intended to include DuPage County, Illinois, as a TIP county and, therefore, DuPage County should be added as a TIP county.

COST IMPLICATIONS: None.

Following a period of discussion, motion by Mr. Zielke, seconded by Ms. Bale for approval of the deletion of DeKalb County, Illinois, from the University's Tuition Incentive Program (TIP), and the addition of DuPage County, Illinois and DeKalb County, Georgia as counties in the Tuition Incentive Program. Motion carried.

9.9 Approval of the University offering for sale certain real property located at 1425 State Street, under the terms and conditions stated

FACTS: 1425 State Street is currently owned by the University and has been vacant since 2002. The property is also known as the "Settle House," in honor of the original owner Warner Elmore Settle, who occupied the home from about 1877 to 1929.

In June of 2004 the Bowling Green Historic Preservation Board received approval from the Bowling Green / Warren County Planning and Zoning Board and the Bowling Green City Commission to establish a local historic district. The property is considered by some in the Bowling Green community to be a historically significant building, and it is located within the newly-formed district.

The property has had numerous owners over the years, and has been an apartment building until 1980, when it was damaged by fire and the roof and rear addition were replaced. The Commonwealth Development Corporation, Inc., a non-profit corporation established to acquire and hold property for the University (and which is no longer in existence), acquired the property in 1990. It was subsequently transferred to the WKU Real Estate Corporation, which held the property until it was transferred into the University's name in December of 2002.

Because very little maintenance or improvements have been performed on the property over the past 24 years, it has deteriorated into such a condition that makes it unusable and/or unsafe as a residence or for any other use. The significant investment necessary to convert/repair it for any useful purpose is not consistent with any current or foreseeable needs and priorities of the University and, therefore, is not justifiable financially. However, allowing it to continue to deteriorate indefinitely is not an acceptable option either.

The property was appraised in September of 2003 for a fair market value of \$175,000. Given the condition of the building and the funds which would be required to restore the building for use by the University, the University proposes to obtain a current FMV appraisal of the property and place the property on the market to be sold at a sales price equal to the appraised value plus reasonable closing costs. Upon approval of this recommendation, the University will proceed to obtain an appraisal and solicit offers to purchase the property. The University will not retain a real estate agent.

If an offer to purchase is received by the University, the resulting purchase contract will be subject to approval by Board of Regents. If an offer is not received within a reasonable period,* then the University will raze the building and retain the land for a future University purposes, yet to be determined. In this event, the University would bid out the salvage rights for the removal of all historically significant components, prior to demolition.

Motion to authorize the University to offer 1425 State Street for sale, at a sale price not less than the property's current appraised fair market value, which is yet to be determined, and reasonable closing costs was made by Ms. Hughes, seconded by Mr. Zielke and carried.

* Secretary's Note: Reasonable period of time for sale was determined to be six months.

9.10 To approve the attached Resolution authorizing the President to negotiate the sale of 2,320 square feet of road frontage on Nashville Road to the Kentucky Transportation Cabinet.

RECOMMENDATION: The President requests the Board of Regents approval to negotiate the sale of 0.05333 acres (2,320 square feet) of road frontage along 31-W By Pass to the Kentucky Transportation Cabinet, to be utilized in a major widening project on that highway.

FACTS: The Kentucky Transportation Cabinet has approached the University and offered to purchase property owned by the University consisting of 2,320 square feet of road frontage on the west side of 31-W (Nashville Rd.) adjacent to the South Campus. The specific area in question is the road frontage facing the current bus parking area next to the Community College entrance. The sale of this property does not affect any of the current uses and activities, and the property that remains will retain its highest and best use.

The University has determined that the public interests will be served by the sale of this property, as the land will be used for a major widening of the highway. This improved highway will serve both the University and the citizens and residents of Bowling Green, Kentucky.

The Kentucky Transportation Cabinet has offered to pay a price equal to the property's fair market value as established by the Cabinet's appraiser, \$12,000. The University is in the process of obtaining and/or confirming the property's fair market value through a separate appraiser.

In order to be in position to expedite the sale to the Cabinet, the University is seeking authorization to negotiate the sale of the property at an appropriate fair market value yet to be finally determined, but not less than \$12,000.

RESOLUTION

WHEREAS, Western Kentucky University currently owns 0.0533 acres of property located on US Hwy 31-W, 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, the public interests served by the disposition is the use of the land for construction of a major widening of the highway which will serve both the University and the citizens and residents of Bowling Green, Kentucky, and,

WHEREAS, being authorized to do so under Kentucky law, the Board endorses the University's decision to dispose of the property by offering it for sale to the Kentucky Transportation Cabinet for a purchase price equal to its fair market value as determined by and confirmed by qualified, state-approved, appraisers; 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 offer to purchase, conveyance agreement and that the proceeds realized from the sale be utilized to enhance the University's reserve fund; and,

WHEREAS, the selling price of the real property will not be 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 more suitable and will be more suitable consistent with the public interests if same were sold to the Kentucky Transportation Cabinet for the purposes outlined herein and the proceeds utilized to enhance the University's reserve fund.
2. The President is authorized to dispose of the property and negotiate the sale of 2,320 square feet of road frontage on Nashville Road to the Kentucky Transportation Cabinet at an appropriate fair market value yet to be finally determined, but in no event less than \$12,000.

This is the 30th day of July, 2004

**Cornelius A. Martin, Chair
Board of Regents**

Attested:

**Elizabeth Esters, Secretary
Board of Regents**

Motion was made by Mr. Zielke, seconded by Ms. Hughes to approve the Resolution authorizing the President to negotiate the sale of 2,320 square feet of road frontage on Nashville Road to the Kentucky Transportation Cabinet at an appropriate fair market value yet to be finally determined, but in no event less than \$12,000. Motion carried.

9.11 Approval of a Resolution, authorizing the President to fulfill the terms and provisions of the Real Estate Purchase Contract to sell .33 acres of property on Morgantown Road / Forrest Drive to Bowling Green Municipal Utilities to be utilized for an elevated water storage tank.

BACKGROUND: Bowling Green Municipal Utilities has approached the University and offered to purchase .33 acres of property owned by the University and located on Morgantown Road / Forrest Drive. The University has determined that the sale to and use of the property by BGMU would be consistent with the public and University interests. Specifically, the public interests served by the disposition is the use of the land as additional acreage for an elevated water storage tank. The tank will serve both the University and the citizens and residents of Bowling Green, Kentucky, who live in this area of the city.

Bowling Green Municipal Utilities has agreed to pay a price equal to the property's fair market value, \$16,500. The parties have entered into a Real Estate Purchase Contract for the disposition, pending authorization of the Board. A copy of the Contract and the appraisal is included with the agenda material.

Motion Ms. Gray, seconded by Ms. Bale to approve the Resolution to fulfill the terms and provisions of the Real Estate Purchase Contract to sell .33 acres of property on Morgantown Road / Forrest Drive to Bowling Green Municipal Utilities for the price of \$16,500, for use in the construction of an elevated water storage tank. Motion carried.

9.12 Approval of the creation of a Department of Transportation

This item has been tabled until the October meeting.

9.13 Executive Session

Motion by Mr. Zielke, seconded by Ms. Rogers that the Board go into closed session for a discussion related to proposed and pending litigation against the University, as provided under KRS 61.810(1)(c). Motion carried.

The Board, accompanied by President Ransdell, Ms. Esters, Dr. Tice, and Ms. Wilkins went into closed session at approximately 11:15 a.m.

Returning from closed session at approximately 12 Noon, Chair Martin stated, "The Board has now returned to open session. The subject of the discussions and deliberations during the closed session was restricted to those stated in the motion, and no formal action was taken by the Board in closed session."

Motion that the Board authorize the President to enter into a settlement and release agreement relating to Anita Joplin-Johnson vs. Western Kentucky University was made by Ms. Gray, seconded by Ms. Rogers, and carried with Mr. Zielke voting nay.

9.14 Approval of personnel recommendations since April 30, 2004

RECOMMENDATION: President Gary A. Ransdell recommends approval of the personnel actions (contained in the next seventeen pages) that have transpired since the April 30, 2004, Board meeting.

PERSONNEL CHANGES – FACULTY

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Art	Michael Nichols	Assistant Professor	08/11/2004			42,000.00	Initial Appointment
Chemistry	Tingying Zeng	Assistant Professor	07/01/2004			44,136.00	Initial Appointment
Communication Disorders	Lauren Bland	Associate Professor	08/11/2004			53,508.00	Initial Appointment
Communication Disorders	Debbie Parsley	Instructor	07/01/2004			34,368.00	Initial Appointment
Community College	Francesca Sunkin	Instructor	08/11/2004			32,640.00	Initial Appointment
Community College	Naim Zeibak	Instructor	08/11/2004			32,640.00	Initial Appointment
Consumer & Family Sciences	Rachel Neal	Assistant Professor	08/11/2004			47,004.00	Initial Appointment
Curriculum & Instruction	Karen Drage	Assistant Professor	08/11/2004			45,768.00	Initial Appointment
Engineering	Warren Campbell	Associate Professor	08/11/2004			67,008.00	Initial Appointment
Engineering	Shane Palmquist	Assistant Professor	08/11/2004			62,004.00	Initial Appointment
Engineering	Gashwin Saleno	Assistant Professor	08/11/2004			63,504.00	Initial Appointment
English	Terence Elliott	Instructor	08/11/2004			32,004.00	Initial Appointment
Geography & Geology	Jun Yan	Assistant Professor	08/11/2004			45,996.00	Initial Appointment
History	William McCarthy	Instructor	08/11/2004			34,008.00	Initial Appointment
Mathematics	David Benko	Assistant Professor	08/11/2004			45,504.00	Initial Appointment
Mathematics	John Legge	Instructor	08/11/2004			33,000.00	Initial Appointment
Mathematics	Marc Lengfield	Instructor	08/11/2004	06/30/2005		33,000.00	Initial Appointment
Mathematics	Heather Russell	Assistant Professor	08/11/2004			46,500.00	Initial Appointment
Mathematics	Nilabh Sanat	Visiting Assistant Professor	08/11/2004	06/30/2005		40,008.00	Initial Appointment
Modern Languages	Jami Eller	Instructor	08/11/2004			32,004.00	Initial Appointment
Music	Michele Fiala	Assistant Professor	08/11/2004			42,000.00	Initial Appointment
Nursing	Crista Briggs	Assistant Professor	08/11/2004			50,004.00	Initial Appointment
Psychology	Kathi Miner-Rubino	Assistant Professor	08/11/2004			47,508.00	Initial Appointment
Psychology	Anthony Paquin	Assistant Professor	08/11/2004			49,500.00	Initial Appointment
Psychology	James Prather	Instructor	08/11/2004			33,000.00	Initial Appointment
Psychology	Phillip Pegg	Assistant Professor	08/11/2004			47,004.00	Initial Appointment
Public Health	Stephen Nagy	Associate Professor	08/11/2004			65,004.00	Initial Appointment
Public Health	David Wyant	Assistant Professor	08/11/2004			54,108.00	Initial Appointment
Social Work	Michelle Childers	Assistant Professor	08/11/2004			45,012.00	Initial Appointment
Social Work	Jay Gabbard	Assistant Professor	08/11/2004			45,012.00	Initial Appointment
Social Work	Gary Villereal	Associate Professor	08/11/2004			49,008.00	Initial Appointment
Theatre & Dance	Clifton Brown	Visiting Assistant Professor	08/11/2004	06/30/2005		43,008.00	Initial Appointment
Theatre & Dance	David Wlodarski	Instructor	08/11/2004			34,008.00	Initial Appointment
Consumer & Family Sciences	Sheila Flener	Instructor	08/11/2004	06/30/2005		31,008.00	Rehire
English	Debra Hays	Instructor	08/11/2004			32,004.00	Rehire
English	David Rogers	Instructor	08/11/2004			32,484.00	Rehire
Information Systems	Phillip Coleman	Assistant Professor	08/11/2004			65,004.00	Rehire
Physics & Astronomy	Alexander Barzilov	Assistant Professor	08/11/2004			45,000.00	Rehire
Psychology	Hideko Norman	Instructor	08/11/2004			33,000.00	Rehire

**PERSONNEL CHANGES – FACULTY
(continued)**

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Community College	Clint Haynes	Instructor	07/01/2004	06/30/2005		30,000.00	Reappointment
Consumer & Family Sciences	Sheila Duncan	Instructor	07/01/2004	06/30/2005		34,020.00	Reappointment
Consumer & Family Sciences	Janet Fugate	Instructor	07/01/2004	06/30/2005		37,128.00	Reappointment
Consumer & Family Sciences	Tracy Pace	Instructor	07/01/2004	06/30/2005		33,000.00	Reappointment
Curriculum & Instruction	John Kiraly	Professional-in-Residence	07/01/2004	06/30/2005		40,020.00	Reappointment
Economics and Marketing	Allan Hall	Visiting Bs Exec-in-Residence	07/01/2004	06/30/2005		50,004.00	Reappointment
Physics & Astronomy	Christopher Bassey	Visiting Assistant Professor	07/01/2004	06/30/2005		39,216.00	Reappointment
Physics & Astronomy	Thomas Bohuski	Visiting Assistant Professor	07/01/2004	06/30/2005		40,536.00	Reappointment
Agriculture	Jenks Britt	Associate Professor	07/01/2004		92,508.00	77,136.00	Status Change
Agriculture	Linda Brown-Ferguson	Professor	07/01/2004		78,960.00	66,612.00	Status Change
Architect & Manufacturing Sciences	Dale McDaniel	Assistant Professor	07/01/2004		40,008.00	51,000.00	Status Change
Biology	Kerrie McDaniel	Instructor	07/01/2004		18,168.00	37,428.00	Status Change
Communication	Gary Hughes	Instructor	07/01/2004		32,604.00	33,576.00	Status Change
Communication	James Mory	Instructor	07/01/2004		40,008.00	41,208.00	Status Change
Community College	Ashley Chance	Instructor	07/01/2004		25,008.00	28,500.00	Status Change
Community College	Carnetta Skipworth	Instructor	07/01/2004		13,008.00	32,640.00	Status Change
Community College	Mark Staynings	Assistant Professor	07/01/2004		53,640.00	45,204.00	Status Change
Computer Science	Arthur Shindhelm	Professor	07/01/2004		99,672.00	82,788.00	Status Change
Ed. Admin., Leadership & Research	Gayle Ecton	Associate Professor	07/01/2004		77,232.00	66,348.00	Status Change
Geography & Geology	Margaret Crowder	Instructor	07/01/2004		32,004.00	33,348.00	Status Change
Information Systems	Linda Johnson	Professor	07/01/2004		125,040.00	89,412.00	Status Change
Mathematics	Billie May	Instructor	07/01/2004	06/30/2005	16,260.00	33,000.00	Status Change
Public Health	Cecilia Watkins	Assistant Professor	07/01/2004		40,992.00	48,000.00	Status Change
Social Work	Jeffrey Dongvillo	Assistant Professor	07/01/2004		50,004.00	45,012.00	Status Change
Special Instructional Programs	Cynthia Houston	Assistant Professor	07/01/2004		62,568.00	52,728.00	Status Change
University College	Cortney Basham	Instructor	07/01/2004		27,012.00	28,992.00	Status Change
Communication Disorders	Joseph Etienne	Department Head	07/01/2004		52,392.00	65,940.00	Promotion
Counseling and Student Affairs	Aaron Hughey	Department Head	03/01/2004		62,112.00	62,112.00	Promotion
Curriculum & Instruction	Tabitha Daniel	Department Head	07/01/2004		64,044.00	83,016.00	Promotion
English	Karen Schneider	Department Head	07/01/2004		54,180.00	74,340.00	Promotion
Folk Studies & Anthropology	Michael Williams	Department Head	07/01/2004		68,928.00	87,132.00	Promotion
Social Work	James Dean May	Department Head	03/01/2004		65,580.00	65,580.00	Promotion
Consumer & Family Sciences	Darbi Haynes-Lawrence	Assistant Professor	07/01/2004		44,376.00	47,004.00	Transfer

PERSONNEL CHANGES – FACULTY
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Community College	Richard Ayres	Optional Retiree	07/01/2004		69,132.00	26,760.00	Optional Retirement
English	Joseph Millichap	Optional Retiree	06/30/2004				Optional Retirement
Mathematics	James Porter	Optional Retiree	07/01/2004	06/30/2005			Optional Retirement Unpaid Leave
Philosophy & Religion	Margaret Curtis-Howe	Optional Retiree	07/01/2004		24,264.00	11,892.00	Optional Retirement Change
Marketing	Lukas Forbes	Assistant Professor	01/01/2004		74,808.00	76,008.00	Salary Increase
Chemistry	Wei-Ping Pan	Professor	07/01/2004	06/30/2005	100,008.00	105,084.00	7/1 Salary Increase
Communication	Sally Ray	Department Head	07/01/2004		70,068.00	75,072.00	7/1 Salary Increase
Community College/DELO	Dawn Bolton	Mkt Director/Prog Coord	07/01/2004		65,400.00	67,968.00	7/1 Salary Increase
Community College	Dawn Garrett	Instructor	07/01/2004		33,708.00	35,472.00	7/1 Salary Increase
Curriculum & Instruction/Action Agenda	Roger Pankratz	Faculty PT	07/01/2004	06/30/2005	67,440.00	70,248.00	7/1 Salary Increase
Engineering	Mark Cambron	Assistant Professor	07/01/2004		60,672.00	63,864.00	7/1 Salary Increase
Engineering	Robert Choate	Assistant Professor	07/01/2004		62,292.00	63,648.00	7/1 Salary Increase
Engineering	Kevin Schmaltz	Assistant Professor	07/01/2004		64,356.00	65,760.00	7/1 Salary Increase
Engineering	Douglas Schmucker	Assistant Professor	07/01/2004		63,000.00	64,380.00	7/1 Salary Increase
History	Richard Weigel	Department Head	07/01/2004		88,692.00	90,696.00	7/1 Salary Increase
Marketing	Lukas Forbes	Assistant Professor	07/01/2004		76,008.00	78,900.00	7/1 Salary Increase
Music	Mark Berry	Assistant Professor	07/01/2004		39,588.00	41,376.00	7/1 Salary Increase
Music	Bill Scott	Professor	07/01/2004		62,004.00	64,296.00	7/1 Salary Increase
Academic Affairs - SACS	Dennis George	Stipend		06/30/2004			Stipend, End
Community College	Deborah Lively	Stipend	07/01/2004	06/30/2005		500.00/mo	Stipend
Community College	Sherry Reid	Stipend	07/01/2004	06/30/2005		750.00/mo	Stipend
Counseling and Student Affairs	Aaron Hughey	Stipend		06/30/2004			Stipend, End
Ed. Admin., Leadership & Research	Jeanne Fiene	Stipend	07/01/2004	06/30/2005		500.00/mo	Stipend
Social Work	James Dean May	Stipend		06/30/2004			Stipend, End
Special Instructional Programs	Sherry Powers	Stipend		06/30/2004			Stipend, End
Accounting and Finance	Steven White	Associate Professor	07/01/2004	06/30/2005			Unpaid Leave
Nursing	Kimberly Botner	Instructor	07/01/2004	06/30/2005			Educational Leave
Computer Science	Carol Wilson	Assistant Professor	06/30/2004				Retirement
School of Journalism & Broadcasting	John Barnum	Associate Professor	06/30/2004				Retirement

PERSONNEL CHANGES – GRANTS

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Chemistry	Liudmila Pozhar	Resident Associate Professor	06/01/2004	05/31/2005		60,000.00	Initial Appt
Child Care	Nicole Martin	Teacher	06/01/2004	10/31/2004		23,040.00	Initial Appt
Educational Television Services	Justin Davis	BW PT Tech 00	07/01/2004	09/30/2005		5.75	Initial Appt
Water Resource Center - POD	Jana Fattic	Laboratory Technician	06/01/2004	09/30/2004		30,000.00	Rehire
Chemistry	Phillip Shelton	BW PT Temp Tech 00	05/16/2004	06/30/2004		15.00	Reappointment
Combustion Lab Center Prof Services	Zhigen Zhao	BW PT Temp Tech 00	05/31/2004	02/01/2005	13.26	16.00	Reappointment
Materials Characterization Center	John Smith	BW PT Temp Tech 00	05/31/2004	02/01/2005		35.00	Reappointment
Math, Science & Environmental Ed	Joan Martin	Assistant Director	07/01/2004	06/30/2005	39,132.00	40,308.00	Reappointment
Applied Physics Institute - POD	Lindsay Hopper	Research Assistant	05/03/2004	10/01/2004	12.31	28,008.00	Status Change
Educational Enhancement Programs	Jill Goodman	Counselor	04/01/2004	08/31/2004	7.50	27,960.00	Status Change
Institute for Rural Health - POD	Staci Simpson	Director	07/01/2004	06/30/2005	56,004.00	53,388.00	Status Change
Public Radio Services	Marilyn Greer	Coordinator III	05/01/2004	08/31/2004	29,508.00	32,436.00	Status Change
AA - BGCC/RSRC	Julie Gee	BW PT Temp Tech 00	07/01/2004	08/30/2004	15.00	15.00	Reappt/No Sal Inc
Biodiversity Center - POD	Benjamin Hutchins	BW PT Temp Tech 00	05/10/2004	08/22/2004	8.50	8.50	Reappt/No Sal Inc
Biology	Nilesh Sharma	Post-Doctoral Research Assc.	05/01/2004	06/30/2004	30,744.00	30,744.00	Reappt/No Sal Inc
Center for Gifted Studies	Susan Porter	Office Assistant	07/01/2004	06/30/2005	19,752.00	19,752.00	Reappt/No Sal Inc
Community College	Amy Thomas	SM Temp Clerical 00	07/01/2004	09/30/2004	23,700.00	23,700.00	Reappt/No Sal Inc
Gordon Ford College of Business	Drucilla Belcher	Office Assistant	05/01/2004	06/30/2004	20,628.00	20,628.00	Reappt/No Sal Inc
Physics & Astronomy	Michael Belbot	Senior Research Scientist	07/01/2004	10/01/2004	48,360.00	48,360.00	Reappt/No Sal Inc
Physics & Astronomy	Jonathan Paschal	Computer Specialist	07/01/2004	10/01/2004	35,004.00	35,004.00	Reappt/No Sal Inc
Special Instructional Programs	Dawn Miller	BW PT Tech 00	07/01/2004	06/30/2005	10.00	10.00	Reappt/No Sal Inc
Special Instructional Programs	Betty Thurman	BW PT Temp Clerical 00	07/01/2004	06/30/2005	9.25	9.25	Reappt/No Sal Inc
Special Instructional Programs	Sandra Wilson	Program Consultant	07/01/2004	06/30/2005	40,308.00	40,308.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Dennis Angle	Graphics Specialist	07/01/2004	06/30/2005	45,972.00	45,972.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Harry Bickel	Lead Staff Consultant	07/01/2004	06/30/2005	60,120.00	60,120.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Janet Buckley	Component Specialist	07/01/2004	06/30/2005	58,548.00	58,548.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Perry Davis	Management Specialist	07/01/2004	06/30/2005	57,924.00	57,924.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Eric Dupree	Management Specialist	07/01/2004	06/30/2005	58,368.00	58,368.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Robin Gadsden-Dupree	Component Specialist	07/01/2004	06/30/2005	58,512.00	58,512.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Michael Hartz	Staff Assistant	07/01/2004	06/30/2005	36,096.00	36,096.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Janine Keirnan	Project Financial Specialist	07/01/2004	06/30/2005	50,808.00	50,808.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Colleen Mendel	Executive Director	07/01/2004	06/30/2005	100,128.00	100,128.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Marie Morris	Staff Assistant	07/01/2004	06/30/2005	35,928.00	35,928.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Beth O'Brien	Staff Assistant	07/01/2004	06/30/2005	39,852.00	39,852.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	James Pasley	Training Specialist	07/01/2004	06/30/2005	60,252.00	60,252.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Vera Pritchett	Computer Specialist	07/01/2004	06/30/2005	51,336.00	51,336.00	Reappt/No Sal Inc

PERSONNEL CHANGES – GRANTS
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Training/Technical Assistance Svcs	Betty Robertson	BW PT Clerical 00	07/01/2004	06/30/2005	19.86	19.86	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Lejane Sailors	Health Specialist	07/01/2004	06/30/2005	57,084.00	57,084.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Cynthia Sprouse	Administrative Coordinator	07/01/2004	06/30/2005	27,612.00	27,612.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Betsy Thigpen	Training Specialist	07/01/2004	06/30/2005	57,264.00	57,264.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	Marcia Verzaro-O'Brien	Director, Southern Region	07/01/2004	06/30/2005	86,124.00	86,124.00	Reappt/No Sal Inc
Training/Technical Assistance Svcs	James Watkins	Program Manager	07/01/2004	06/30/2005	56,832.00	56,832.00	Reappt/No Sal Inc
Biology	Sammi Doyle	FT Tech/Paraprof	06/01/2004	05/04/2005	22,428.00	23,040.00	Grant FYSalaryInc
Dean, College of Education	Gaye Pearl	Office Assistant	07/01/2004	09/30/2004	26,544.00	27,336.00	Salary Increase
Training/Technical Assistance Svcs	Misela Bulut	BW PT Tech 00	04/19/2004	09/30/2004	8.53	9.00	Salary Increase
Training/Technical Assistance Svcs	Michelle Duke	BW PT Temp Tech 00	06/28/2004	10/31/2004	8.53	15.00	Salary Increase
Agriculture	Holly Henderson	Research Technician	07/01/2004	06/30/2005	27,000.00	28,656.00	7/1 Salary Increase
Career Services Center	Karen Schreiner	BW PT Clerical 00	07/01/2004	06/30/2005	12.76	13.14	7/1 Salary Increase
Chemistry	Xin Liu	Senior Research Associate	07/01/2004	10/31/2004	27,000.00	43,260.00	7/1 Salary Increase
Chemistry	Wenyuan Wu	Senior Research Associate	07/01/2004	12/31/2004	31,500.00	40,008.00	7/1 Salary Increase
College of Ed & Behavioral Science	Jeffrey Kimmel	SM Tech 00	07/01/2004	06/30/2005	27,000.00	44,568.00	7/1 Salary Increase
College of Ed & Behavioral Science	Kyle Russell	SM Tech 00	07/01/2004	06/30/2005	27,000.00	44,568.00	7/1 Salary Increase
College of Health & Human Services	Veronica Drake	AHEC Clinical Education Coord	07/01/2004	06/30/2005	33,660.00	34,668.00	7/1 Salary Increase
College of Health & Human Services	Joyce Dunagan	Coordinator III	07/01/2004	06/30/2005	33,072.00	34,068.00	7/1 Salary Increase
College of Health & Human Services	Pamela Jarboe	AHEC Medical Info Coord	07/01/2004	06/30/2005	34,212.00	35,244.00	7/1 Salary Increase
College of Health & Human Services	Lucy Juett	Project Director	07/01/2004	12/31/2004	59,880.00	61,680.00	7/1 Salary Increase
College of Health & Human Services	Glynda Stone	MP PT PNF	07/01/2004	06/30/2005	8,694.00	11,928.00	7/1 Salary Increase
Economic Development Institute	Deborah Burch	Office Associate	07/01/2004	06/30/2005	23,400.00	24,120.00	7/1 Salary Increase
Economic Development Institute	Lynn Minton	Associate Director	07/01/2004	06/30/2005	42,624.00	44,604.00	7/1 Salary Increase
Educational Enhancement Programs	Kenneth Dyrsen	Director Ed Enhancmnt Programs	07/01/2004	08/31/2006	67,908.00	69,948.00	7/1 Salary Increase
Educational Telecommunications	Jerry Barnaby	Director	07/01/2004	08/31/2004	68,100.00	70,284.00	7/1 Salary Increase
Educational Telecommunications	Terry Reagan	Director/Dev/Public Brdcastng	07/01/2004	09/30/2005	47,832.00	49,260.00	7/1 Salary Increase
Educational Television Services	David Brinkley	Sr Producer/Dir/Writer	07/01/2004	09/30/2005	45,828.00	47,208.00	7/1 Salary Increase
Educational Television Services	Barbara Deeb	News Producer/Reporter	07/01/2004	09/30/2005	38,004.00	39,144.00	7/1 Salary Increase
Educational Television Services	Dana Divine	Assistant Program Manager	07/01/2004	09/30/2005	32,328.00	33,300.00	7/1 Salary Increase
Educational Television Services	Kathryn Grover-Jimerson	TV Traffic Associate	07/01/2004	09/30/2005	22,128.00	22,788.00	7/1 Salary Increase
Educational Television Services	Mark Niederkorn	Operations Manager	07/01/2004	09/30/2005	28,008.00	28,848.00	7/1 Salary Increase
Educational Television Services	Donald Noel	Associate Producer/Director	07/01/2004	09/03/2004	30,744.00	31,668.00	7/1 Salary Increase
Educational Television Services	Elizabeth Potter	BW PT Clerical 00	07/01/2004	09/30/2005	8.00	8.24	7/1 Salary Increase
Educational Television Services	Imogene Potter	BW PT Clerical 00	07/01/2004	09/30/2005	7.00	7.21	7/1 Salary Increase
Equal Opportunity/504/ADA Comp	Stephanie Lau	Coordinator II	07/01/2004	06/30/2005	43,140.00	44,436.00	7/1 Salary Increase

PERSONNEL CHANGES – GRANTS
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Gordon Ford College of Business	Drucilla Belcher	Office Assistant	07/01/2004	12/31/2004	20,628.00	21,264.00	7/1 Salary Increase
Institute for Rural Health - KEMSA	Roger Cropper	Program Specialist	07/01/2004	06/30/2005	23,004.00	23,688.00	7/1 Salary Increase
Institute for Rural Health - POD	Bessie Whitfield	Coordinator III	07/01/2004	06/30/2005	45,864.00	47,700.00	7/1 Salary Increase
Materials Characterization - POD	Yan Cao	Senior Research Associate	07/01/2004	06/30/2005	27,000.00	40,008.00	7/1 Salary Increase
Psychology	Gayla Cissell	Coordinator III	07/01/2004	08/31/2004	40,836.00	42,876.00	7/1 Salary Increase
Public Health	Diana Brown	Project Director	07/01/2004	06/30/2005	45,840.00	47,676.00	7/1 Salary Increase
Public Health	Bonny Petty	BW PT Tech 00	07/01/2004	06/30/2005	18.72	19.47	7/1 Salary Increase
Public Radio Services	Charolene Burden	Operations Assistant	07/01/2004	09/30/2005	26,160.00	26,952.00	7/1 Salary Increase
Public Radio Services	Jeanine Cherry	Asst News Director	07/01/2004	09/30/2005	34,968.00	36,012.00	7/1 Salary Increase
Public Radio Services	Peter Kirchoff	Development Officer/Pub Bdst	07/01/2004	09/30/2005	38,544.00	39,696.00	7/1 Salary Increase
Social Work	Michelle Blake	Associate Professor	07/01/2004	06/30/2005	48,000.00	49,440.00	7/1 Salary Increase
Social Work	George Johnson	Supv, Training Coordination	07/01/2004	06/30/2005	51,372.00	52,920.00	7/1 Salary Increase
Social Work	Janie Perdue	Office Associate	07/01/2004	06/30/2005	23,976.00	24,696.00	7/1 Salary Increase
Student Support Services	Terrance George	Counselor	07/01/2004	08/31/2006	26,004.00	26,796.00	7/1 Salary Increase
Student Support Services	Carolyn Hagaman	Coord, Student Support Svc	07/01/2004	08/31/2006	35,376.00	36,444.00	7/1 Salary Increase
Student Support Services	Michael Johnson	Associate Director	07/01/2004	08/31/2006	44,208.00	45,540.00	7/1 Salary Increase
Student Support Services	Kimberly Whalen	Office Associate	07/01/2004	08/31/2006	23,904.00	24,624.00	7/1 Salary Increase
Talent Search	Nancy Carwell	Director	07/01/2004	08/31/2005	42,072.00	43,332.00	7/1 Salary Increase
Talent Search	Paula Maier	Academic Coordinator	07/01/2004	08/31/2005	31,056.00	31,992.00	7/1 Salary Increase
Talent Search	Mary Roppel	Office Associate	07/01/2004	08/31/2005	25,440.00	26,208.00	7/1 Salary Increase
Talent Search	Martha Sales	Assistant Director	07/01/2004	08/31/2005	35,400.00	36,468.00	7/1 Salary Increase
Talent Search	Manuel Sanchez	Academic Coordinator	07/01/2004	08/31/2005	29,460.00	30,348.00	7/1 Salary Increase
Talent Search	Eddie Swain	Counselor, Talent Search	07/01/2004	08/31/2005	27,384.00	28,212.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Heather Alms	Office Coordinator	07/01/2004	06/30/2005	26,436.00	27,240.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Vicki Armstrong	Office Assistant	07/01/2004	10/31/2004	18,048.00	18,600.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Yolanda Bell	Teacher	07/01/2004	10/31/2004	25,116.00	25,872.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Sanja Berc	Classroom Teacher	07/01/2004	08/31/2005	21,372.00	22,032.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Amber Boards	Component Coordinator	07/01/2004	10/31/2004	29,052.00	29,928.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Sheila Combs	Teacher	07/01/2004	06/30/2005	20,100.00	20,712.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Erin Dant	Teacher	07/01/2004	08/31/2005	29,868.00	30,768.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Connie Dye	Teacher	07/01/2004	10/31/2004	20,904.00	21,552.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Stephanie Elliott	Coordinator, Education	07/01/2004	08/31/2005	38,028.00	39,180.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Tyson Greenfield-Gough	Center Manager	07/01/2004	08/31/2005	32,376.00	33,360.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Kristine Kie	Teacher	07/01/2004	10/31/2004	23,040.00	23,736.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Sherr Meyer	Child Care Res/Ref Coord	07/01/2004	06/30/2005	38,664.00	39,840.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Jill Norris	Coord/Early Childhood & Health	07/01/2004	06/30/2005	33,828.00	34,848.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Linda Reynolds	Teacher	07/01/2004	09/30/2005	17,868.00	18,408.00	7/1 Salary Increase

PERSONNEL CHANGES – GRANTS
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Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Training/Technical Assistance Svcs	Kiran Sahi	Teacher	07/01/2004	08/31/2005	29,868.00	30,768.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Lynne Tucker	Coordinator III	07/01/2004	06/30/2005	37,596.00	38,724.00	7/1 Salary Increase
Training/Technical Assistance Svcs	Sherri Vance	Teacher	07/01/2004	08/31/2005	28,800.00	29,664.00	7/1 Salary Increase
Upward Bound	Linda Gaines	Director	07/01/2004	07/31/2004	44,364.00	45,696.00	7/1 Salary Increase
Upward Bound	Michael Kenney	Assistant Director	07/01/2004	07/31/2004	34,488.00	35,532.00	7/1 Salary Increase
Upward Bound	Carol Lee	Office Associate	07/01/2004	07/31/2004	19,956.00	20,568.00	7/1 Salary Increase
Veterans Upward Bound	Patricia Ault	Office Associate	07/01/2004	09/30/2004	22,608.00	23,280.00	7/1 Salary Increase
Veterans Upward Bound	Marlys Garman	Academic Coordinator	07/01/2004	09/30/2004	7,421.00	7,644.00	7/1 Salary Increase
Veterans Upward Bound	Martha Kenney	Coord, Vet Upward Bound	07/01/2004	09/30/2004	35,352.00	36,408.00	7/1 Salary Increase
Veterans Upward Bound	Howard Stone	Adult Ed Spec, Vet Upward Bnd	07/01/2004	09/30/2004	29,700.00	30,588.00	7/1 Salary Increase
Veterans Upward Bound	Randal Wilson	Director	07/01/2004	09/30/2004	42,252.00	43,524.00	7/1 Salary Increase
Veterans Upward Bound	Cassie Zippay	Adult Ed Spec, Vet Upward Bnd	07/01/2004	09/30/2004	29,736.00	30,624.00	7/1 Salary Increase
Institute for Rural Health - POD Public Health	Deborah Eaton	Office Associate	07/01/2004	06/30/2005	19,848.00	22,920.00	Reclassification
	Veronica Goad	Office Associate	07/01/2004	06/30/2005	20,700.00	23,808.00	Reclassification
Biology - USDA	Yogaand Vadari	BW PT Temp Tech 00		03/19/2004			Termination
Child Care	Glenda Young	Nutrition Associate		07/02/2004			Termination
Educational Enhancement Programs	Alejandro Saravia Mejia	BW PT Temp Tech 00		06/11/2004			Termination
Educational Opportunity Center	Jennifer Rosselot	BW PT Temp Tech 00		06/30/2004			Termination
Institute for Rural Health-KEMSA	Joseph Staples	Project Manager		06/30/2004			Termination
Psychology - ALIVE Center	Beth Pethalsky	Coordinator		08/09/2004			Termination
Psychology	Patricia Roenker	MP PT PNF		04/15/2004			Termination
Special Instructional Programs	Kathy Oglesby	Evaluation Specialist		04/02/2004			Termination
Training/Technical Assistance Svcs	Melissa Flowers	Teacher		06/09/2004			Termination
Training/Technical Assistance Svcs	Teresa Maxwell	Teacher		05/28/2004			Termination
Water Resource Center - POD	Jana Fattic	BW PT Temp Tech 00		04/01/2004			Termination

PERSONNEL CHANGES – STAFF

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Academic Technology	John Bowers	Director	08/02/2004			72,000.00	Initial Appointment
Advancement Services	Robbin Rhoton	Office Assistant	07/01/2004			21,000.00	Initial Appointment
Athletic Training	Jeremy Steakley	MP PT PNF 00	08/01/2004	05/30/2005		10,000.00	Initial Appointment
Biotechnology	Mohd Israr	FT Temp PNF	06/14/2004	06/13/2005		15,000.00	Initial Appointment
Communication Disorders	Edward Sweeney	MP PT PNF 00	07/01/2004	06/30/2005		14,166.66	Initial Appointment
Controller	Benjamin Harmon	Manager, Accounting	04/19/2004			58,992.00	Initial Appointment
Dean Graduate Study	Latoya Patterson	Office Coordinator	05/03/2004			24,144.00	Initial Appointment
Distance Learning Program	Jerry Bodle	BW PT Tech 00	04/19/2004			7.00	Initial Appointment
Distance Learning Program	Leslie Norris	BW PT Tech 00	04/13/2004			7.00	Initial Appointment
Distributed Learning	Amanda Wilson	Office Associate	05/24/2004			22,008.00	Initial Appointment
Ed. Admin., Leadership & Research	Chonda White	Office Associate	06/07/2004			22,008.00	Initial Appointment
Environmental Health & Safety	Abbie Basham	BW PT Clerical 00	04/19/2004			8.63	Initial Appointment
Extended Campus-Glasgow	Norma Mitchell	BW PT Maint 00	04/12/2004			7.78	Initial Appointment
Extended Campus-Glasgow	Carol Taylor	Office Associate	04/12/2004			20,976.00	Initial Appointment
Forensics - POD	Bonny McDonald	Assistant Coach, Forensics	07/01/2004			25,860.00	Initial Appointment
Health Services	Connie Kendall	Radiological Technician	07/13/2004			29,256.00	Initial Appointment
Housing & Residence Life	Michele Mastin	Staff Accountant	06/14/2004			38,004.00	Initial Appointment
International Programs & Projects	Lorraine Baushke	International Student Advisor	04/19/2004			25,236.00	Initial Appointment
Library Special Collections	Timothy Mullin	Department Head	07/01/2004			63,000.00	Initial Appointment
Men's Basketball	Micha Griffin	Office Associate	07/06/2004			24,216.00	Initial Appointment
Men's Football	Steve Adams	MP PT PNF	07/01/2004	04/30/2005		4,000.00	Initial Appointment
Men's Football	Josh Gehring	MP PT PNF	07/01/2004	06/30/2005		15,000.00	Initial Appointment
Men's Football	Stuart Holt	MP PT PNF	07/01/2004	06/30/2005		18,000.00	Initial Appointment
Microcomputing Services	Bradley Rodgers	FT Temp PNF	07/01/2004	06/30/2005		34,128.00	Initial Appointment
Nursing	Sonya House	Coordinator, Clinical Ed	07/01/2004			36,000.00	Initial Appointment
Parking & Transportation Services	Jennifer Tougas	Director	07/26/2004			65,004.00	Initial Appointment
Police	Tammy Britt	Police Officer	06/01/2004			24,948.00	Initial Appointment
Police	Dominic Ossello	Police Officer	04/19/2004			24,948.00	Initial Appointment
University Centers	Jeremy Phillips	BW PT Maint 00	07/01/2004			8.00	Initial Appointment
WATERS Lab	Donna Haswell	Office Associate	06/21/2004			21,960.00	Initial Appointment
WKU Foundation	Heather Pruitt	Accounts Associate	06/01/2004			22,008.00	Initial Appointment
Women's Basketball	Jamie Britt	Assistant Coach	05/10/2004			42,000.00	Initial Appointment
Communication Disorders	Virginia Hill	MP PT PNF 00	07/01/2004	06/30/2005		14,166.66	Secondary Appt
Intramural & Recreational Sports	Matthew Thoma	BW PT Tech 00	05/13/2004	12/31/2004		20.00	Secondary Appt

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Academic Advising & Retention	Joshua Sampson	MP PT PNF	08/23/2004	05/11/2005		9,000.00	Rehire
Admissions Office	Emily Butler	Admissions Counselor	06/07/2004			25,476.00	Rehire
Astrophysics & Space Sciences - POD	David McCauley	BW PT Temp Tech 00	05/10/2004	09/14/2004		8.00	Rehire
Athletics	Andrew Bolt	Assistant Athletic Trainer	07/01/2004			25,860.00	Rehire
HVAC Services	Michael Scott	Boiler Operator	06/01/2004			12.53	Rehire
Men's Football	Julie Fryia	Office Associate	06/21/2004			26,016.00	Rehire
AA - Leadership Studies	Linda Brumit	Office Associate	07/06/2004		9.00	24,000.00	Status Change
Combustion Lab Center Prof Services	I-Ting Chen	Research Assistant	04/15/2004	06/30/2004	12.50	33,000.00	Status Change
Correspondence Studies Office	Amy Smith	BW PT Clerical 00	05/01/2004		27,276.00	14.00	Status Change
Event Planning - Institutional	Sarah Thomas	Events Assistant	07/01/2004		10.37	21,000.00	Status Change
Extended Campus-Glasgow	Jeffery Brooks	Zone Maintenance Technician	04/12/2004		7.78	10.50	Status Change
FM Radio Network	Samuel Stinson	BW PT Tech 00	06/15/2004		6.90	6.90	Status Change
Health & Fitness Lab	Alissa Arnold	Fitness Coordinator	05/03/2004		10.00	27,696.00	Status Change
Men's Football	Kevin Dawson	Coord, Football Operations	07/01/2004		20,000.00	20,004.00	Status Change
Student Activity, Org & Leadership	Amanda Demarest	Coord, L'ship & Volunteerism	08/01/2004		22,956.00	24,000.00	Status Change
Student Activity, Org & Leadership	Azurdee Garland	Coord, Student Activities	07/01/2004	05/15/2005	7.00	26,004.00	Status Change
WKU Foundation	Susan Ingram	BW PT Clerical 00	06/02/2004		21,552.00	11.50	Status Change
Campus Services	Jeremy Bowling	BW PT Temp Maint 00	04/15/2004	10/07/2004		7.00	Reappointment
Chemistry	Dong Li	Research Associate	07/01/2004		34,008.00	35,040.00	Reappointment
Counseling & Testing Center	Parthipan Sundararajan	PT PNF	07/01/2004	06/30/2005		8,000.00	Reappointment
Downing University Center	Jeremiah Lawson	BW PT Maint	07/05/2004			8.00	Reappointment
Equal Opportunity/504/ADA Comp	Mana Kariman	BW PT Temp Tech 00	07/01/2004	08/31/2004		12.00	Reappointment
Library Special Collections	Elizabeth Yambrek	BW Lib PT Clerical 00	07/01/2004		9.00	9.25	Reappointment
Men's Basketball	David Houser	Strength/Conditioning Coach	06/02/2004	07/31/2004		22,008.00	Reappointment
Student Activity, Org & Leadership	Amanda Demarest	Temp PNF	06/01/2004	07/31/2004		22,956.00	Reappointment
Telecommunications	Crystal Strautman	BW PT Temp Clerical 00	05/05/2004	08/20/2004		7.50	Reappointment
University Relations	Joy Baum	BW PT Temp Clerical 00	06/16/2004	12/17/2004		6.00	Reappointment
Campus Activity Board	Gary Wiser	BW PT Temp Tech 00	07/01/2004	05/15/2005	8.00	7.00	Reassignment
Dean Community College	Allen Smith	BW PT Tech 00	05/10/2004			10.00	Reassignment
Facilities Management	Chester McNulty	Zone Maintenance Technician	05/17/2004			11.58	Reassignment
Library Public Services	Rosemary Meszaros	Coordinator, Asst Professor	01/01/2004		47,688.00	48,192.00	Rank Change

PERSONNEL CHANGES – STAFF
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Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Administrative Computing Services	Jerry Harris	Op/Tech Support Analyst II	07/01/2004		30.07	31.00	Fiscal Yr Hrly Rate
Administrative Computing Services	Barbara Scheidt	Training Coordinator II	07/01/2004		19.00	19.57	Fiscal Yr Hrly Rate
Bookstore	William Duncan	BW PT Clerical 00	07/01/2004		7.42	7.64	Fiscal Yr Hrly Rate
Bookstore	Freddie Nallia	BW PT Clerical 00	07/01/2004		6.75	8.50	Fiscal Yr Hrly Rate
Bookstore	Robert Napier	BW PT Clerical 00	07/01/2004		10.00	10.30	Fiscal Yr Hrly Rate
Bookstore	Alice Siddens	BW PT Clerical 00	07/01/2004		8.26	8.50	Fiscal Yr Hrly Rate
Campus Services	Keith Martin	BW PT Maint 00	07/01/2004		6.25	6.44	Fiscal Yr Hrly Rate
Campus Services	L. Reagan	BW PT Maint 00	07/01/2004		7.52	7.75	Fiscal Yr Hrly Rate
Conference Center	Diana Jones	BW PT Clerical 00	07/01/2004		11.48	11.82	Fiscal Yr Hrly Rate
Dean Gordon Ford College Business	Billie Johnson	BW PT Clerical 00	07/01/2004		9.50	9.79	Fiscal Yr Hrly Rate
Distance Learning Program	Veronica Keeler	BW PT Tech 00	07/01/2004		7.00	7.21	Fiscal Yr Hrly Rate
English	Patsy Taylor	BW PT Clerical 00	07/01/2004		8.00	8.24	Fiscal Yr Hrly Rate
Extended Campus Library Operations	Barbara Copass	BW Lib PT Clerical 04	07/01/2004		8.50	8.76	Fiscal Yr Hrly Rate
Extended Campus-Elizabethtown	Elizabeth Cox	BW PT Tech 00	07/01/2004		7.00	7.21	Fiscal Yr Hrly Rate
Extended Campus-Elizabethtown	Stefanie Kilianski	BW PT Tech 00	07/01/2004		7.26	7.48	Fiscal Yr Hrly Rate
Extended Campus-Elizabethtown	Gwyn Sutherland	BW PT Tech 00	07/01/2004		9.14	9.41	Fiscal Yr Hrly Rate
Extended Campus-Glasgow	Nancy Kirk	BW PT Maint 00	07/01/2004		7.78	8.01	Fiscal Yr Hrly Rate
Extended Campus-Glasgow	Charlette Koger	BW PT Tech 00	07/01/2004		8.81	9.07	Fiscal Yr Hrly Rate
Extended Campus-Glasgow	Micah Lunsford	BW PT Tech 00	07/01/2004		7.30	7.52	Fiscal Yr Hrly Rate
Extended Campus-Glasgow	Lois Ryan	BW PT Clerical 00	07/01/2004		9.50	9.79	Fiscal Yr Hrly Rate
Extended Campus-Glasgow	William Thomas	BW PT Tech 00	07/01/2004		9.50	9.79	Fiscal Yr Hrly Rate
Extended Campus-Owensboro	Jennifer Dixon	BW PT Tech 00	07/01/2004		9.14	9.41	Fiscal Yr Hrly Rate
Extended Campus-Owensboro	Steven Rice	BW PT Tech 00	07/01/2004		8.80	9.06	Fiscal Yr Hrly Rate
Extended Campus-Owensboro	Susan Rice	BW PT Clerical 00	07/01/2004		9.25	9.53	Fiscal Yr Hrly Rate
Extended Campus-Owensboro	Judy Rouse	BW PT Clerical 00	07/01/2004		9.25	9.53	Fiscal Yr Hrly Rate
Extended Campus-Owensboro	Druessa Williams	BW PT Tech 00	07/01/2004		9.14	9.41	Fiscal Yr Hrly Rate
Facilities Fiscal Services	William Swain	BW PT Maint 00	07/01/2004		9.25	9.53	Fiscal Yr Hrly Rate
Facilities Fiscal Services	Raymond Womack	BW PT Maint 00	07/01/2004		9.06	9.33	Fiscal Yr Hrly Rate
Garrett Conference Center	Mindy Helton	BW PT Maint 00	07/01/2004		8.00	8.25	Fiscal Yr Hrly Rate
Geography & Geology	Ruth Cornelius	BW PT Clerical 00	07/01/2004		12.44	12.81	Fiscal Yr Hrly Rate
Governmental Relations	Melissa Johnson	BW PT Temp Clerical 00	07/01/2004		12.75	13.13	Fiscal Yr Hrly Rate
Libraries	Mary Groves	BW Lib PT Clerical 04	07/01/2004		10.20	10.51	Fiscal Yr Hrly Rate
Libraries	Janice Renusch	BW PT Clerical 00	07/01/2004		8.50	8.76	Fiscal Yr Hrly Rate
Library Public Services	Paula Bowles	BW Lib PT Clerical 04	07/01/2004		8.70	8.96	Fiscal Yr Hrly Rate
Library Public Services	Janet Cline	BW Lib PT Clerical 06	07/01/2004		11.67	12.02	Fiscal Yr Hrly Rate
Library Public Services	Michael Kenney	BW Lib PT Tech 04	07/01/2004		9.00	9.27	Fiscal Yr Hrly Rate
Library Public Services	Robbin McGinnis	BW Lib PT Clerical 08	07/01/2004		20.74	21.36	Fiscal Yr Hrly Rate
Library Public Services	Debra Stofer	BW Lib PT Clerical 04	07/01/2004		8.21	8.46	Fiscal Yr Hrly Rate
Library Public Services	Robert Thornton	BW Lib PT Clerical 05	07/01/2004		10.95	11.28	Fiscal Yr Hrly Rate

PERSONNEL CHANGES – STAFF
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Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Library Public Services	Michael Vincent	BW Lib PT Clerical 04	07/01/2004		8.67	8.93	Fiscal Yr Hrly Rate
Library Public Services	John Wheatley	BW Lib PT Clerical 04	07/01/2004	05/20/2005	8.67	8.93	Fiscal Yr Hrly Rate
Library Public Services	Anna Wilson	BW Lib PT Clerical 04	07/01/2004		8.50	8.76	Fiscal Yr Hrly Rate
Library Public Services	Barbara Withrow	BW Lib PT Clerical 06	07/01/2004		10.44	10.75	Fiscal Yr Hrly Rate
Library Special Collections	Julian Durbin	BW Lib PT Clerical 01	07/01/2004		5.99	6.17	Fiscal Yr Hrly Rate
Library Special Collections	Opal Hensley	BW Lib PT Clerical 01	07/01/2004		5.99	6.17	Fiscal Yr Hrly Rate
Library Special Collections	Marvin Leavy	BW Lib PT Clerical 04	07/01/2004		5.78	5.95	Fiscal Yr Hrly Rate
Library Special Collections	Gayle Novick	BW Lib PT Clerical 00	07/01/2004		8.70	8.96	Fiscal Yr Hrly Rate
Library Special Collections	Mary Oppitz	BW Lib PT Clerical 01	07/01/2004		5.99	6.17	Fiscal Yr Hrly Rate
Library Special Collections	Sally Strickler	BW Lib PT Clerical 04	07/01/2004		5.99	6.17	Fiscal Yr Hrly Rate
Postal Services	Herbert Benningfield	BW PT Maint 00	07/01/2004		8.56	8.81	Fiscal Yr Hrly Rate
Potter College, Arts/Hum/Social/Sci	Jimmy Nelson	BW PT Maint 00	07/01/2004		5.34	5.50	Fiscal Yr Hrly Rate
President's Home	Yvonne Potter	BW PT Maint 00	07/01/2004		15.56	16.03	Fiscal Yr Hrly Rate
Renovation/Construction Proj	Emily Hock	BW PT Temp Clerical 00	07/01/2004		10.00	10.30	Fiscal Yr Hrly Rate
Shuttle Service	Wanda Woosley	BW PT Maint 00	07/01/2004		8.75	9.01	Fiscal Yr Hrly Rate
Social Work	Richard Frazier	BW PT Clerical 00	07/01/2004		8.75	9.01	Fiscal Yr Hrly Rate
Sponsored Programs	Duncan Faxon	BW PT Tech 00	07/01/2004		31.00	31.93	Fiscal Yr Hrly Rate
Student Publications	Tracy Newton	BW PT Clerical 00	07/01/2004		10.35	10.66	Fiscal Yr Hrly Rate
Student Publications	Jo Thompson	BW PT Clerical 00	07/01/2004		20.48	21.09	Fiscal Yr Hrly Rate
University Centers	Dewaker Dhandapani	BW PT Temp Maint 00	07/01/2004	05/31/2005	8.00	8.25	Fiscal Yr Hrly Rate
University Centers	Misty Holt	BW PT Maint 00	07/01/2004		8.00	8.25	Fiscal Yr Hrly Rate
WKU Foundation	Candace Crowley	BW PT Clerical 00	07/01/2004		11.30	11.50	Fiscal Yr Hrly Rate
WKU Foundation	Elashia Martin	BW PT Clerical 00	07/01/2004		11.30	11.50	Fiscal Yr Hrly Rate
Building Services	James Merrick	Zone Maintenance Technician	04/19/2004		7.00	10.25	Promotion
Facilities Management	Michael Thompson	Boiler Operator	06/01/2004		9.00	11.50	Promotion
Health Services	Deborah Richardson	Office Coordinator	07/01/2004		24,192.00	26,016.00	Promotion
Police	Michael Dowell	Investigations Commdr (Cpt)	04/19/2004		37,296.00	40,716.00	Promotion
Police	Daniel McKinney	Shift Commander (Sgt)	06/14/2004		29,952.00	32,556.00	Promotion
Police	Ricky Powell	Detective Investigations (Sgt)	06/21/2004		29,472.00	32,556.00	Promotion
Library Technical Services	JoAnn Mitchell	Serials Accounts Specialist	07/01/2004		26,664.00	28,680.00	Reclassification
Ogden College of Science & Engr	Marilyn Anderson	Assistant to the Dean	07/01/2004		45,456.00	51,960.00	Reclassification
Ogden College of Science & Engr	Lucinda Graham	Administrative Research Asst	07/01/2004		31,236.00	35,016.00	Reclassification
Sponsored Programs	Regina Allen	Operations Coordinator	07/01/2004		29,808.00	33,792.00	Reclassification
Sponsored Programs	Tricia Callahan	Asst Dir, Proposal Developmt	07/01/2004		46,380.00	50,160.00	Reclassification
Sponsored Programs	Pamela Napier	Associate Director	07/01/2004		47,652.00	52,008.00	Reclassification

**PERSONNEL CHANGES – STAFF
(continued)**

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Controller	Teresa Wheat	Assistant Manager	06/01/2004		34,572.00	41,580.00	Salary Increase
Library Public Services	Rob Harbison	BW Lib PT Clerical	03/01/2004		9.33	10.33	Salary Increase
Police	Robert Boyden	Police Officer	06/14/2004		21,852.00	24,948.00	Salary Inc, KLEF
Police	Roman Gutierrez	Police Officer	07/05/2004		28,392.00	31,488.00	Salary Inc, KLEF
Police	Brandon Miller	Police Officer	07/05/2004		28,392.00	31,488.00	Salary Inc, KLEF
Academic Advising	Carol Alicie	Office Associate	07/01/2004		19,104.00	19,980.00	7/1 Salary Increase
Admissions	Martha Basham	Admissions Associate	07/01/2004		19,488.00	20,112.00	7/1 Salary Increase
Admissions	Emily Butler	Admissions Counselor	07/01/2004		25,476.00	25,860.00	7/1 Salary Increase
Admissions	Paul Casebolt	Admissions Counselor	07/01/2004		24,732.00	25,860.00	7/1 Salary Increase
Admissions	Miranda Nerland	Admissions Associate	07/01/2004		19,488.00	20,112.00	7/1 Salary Increase
Associate VP for Campus Services	Andrea Raybould	Office Coordinator	07/01/2004		25,992.00	26,784.00	7/1 Salary Increase
Athletics	James Clark	Associate Director	07/01/2004		60,528.00	67,344.00	7/1 Salary Increase
Athletics	Michael Gaddie	Assistant Athletic Trainer	07/01/2004		33,000.00	38,004.00	7/1 Salary Increase
Baseball/PE & Recreation	Joel Murrie	Baseball Coach/Instructor	07/01/2004		61,284.00	63,648.00	7/1 Salary Increase
Building Services	Mary Moran	Building Services Attendant	07/01/2004		7.13	7.31	7/1 Salary Increase
Cave & Karst Center	Leigh Croft	Research Hydrologist/Coord	07/01/2004	06/30/2005	33,660.00	35,352.00	7/1 Salary Increase
Cave & Karst Center	Lisa Haynes	Office Coordinator	07/01/2004	06/30/2005	24,000.00	24,720.00	7/1 Salary Increase
Cave & Karst Center	Dennis Roach	Laboratory Manager	07/01/2004	06/30/2005	33,648.00	35,328.00	7/1 Salary Increase
Chemistry	Xin Liu	Senior Research Associate	07/01/2004	10/31/2004	27,000.00	43,260.00	7/1 Salary Increase
College Heights Foundation	Alexander Downing	President, CHF	07/01/2004		87,600.00	90,228.00	7/1 Salary Increase
College Heights Foundation	Sue Miller	BW PT Clerical	07/01/2004		16.30	16.95	7/1 Salary Increase
College Heights Foundation	Mary Sample	MP PT Temp PNF	07/01/2004		132.39/Day	137.69/Day	7/1 Salary Increase
Construction Management	Ben Johnson	Sr Project Mgr, Construction	07/01/2004		55,032.00	62,508.00	7/1 Salary Increase
Controller	Teresa Wheat	Assistant Manager	07/01/2004		41,580.00	43,140.00	7/1 Salary Increase
Dean, College of Education	Rachel Wurth	Grants Administrator	07/01/2004		43,812.00	45,132.00	7/1 Salary Increase
Extended Learning & Outreach (DELO)	Brenda Dickson	Office Coordinator	07/01/2004		29,928.00	30,828.00	7/1 Salary Increase
Extended Learning & Outreach (DELO)	Sharon Woodward	Program Director, Cont Ed	07/01/2004		33,816.00	34,836.00	7/1 Salary Increase
F & A Info Technology	Holly Trowbridge	Office Assistant	07/01/2004		21,252.00	21,888.00	7/1 Salary Increase
Hilltopper Athletic Foundation	Thomas Keith	Associate Director	07/01/2004		42,000.00	43,260.00	7/1 Salary Increase
Hilltopper Athletic Foundation	Ellen Suwanski	Member Services Associate	07/01/2004		21,000.00	24,624.00	7/1 Salary Increase
Housing & Residence Life	Lynne Holland	Assistant Director	07/01/2004		47,304.00	49,440.00	7/1 Salary Increase
Internal Auditor	Julie Hodgkins	Assistant Internal Auditor	07/01/2004		47,112.00	48,528.00	7/1 Salary Increase
Maintenance Services	Chester McNulty	Zone Maintenance Technician	07/01/2004		11.58	12.00	7/1 Salary Increase
Materials Characterization Center	Yan Cao	Senior Research Associate	07/01/2004	06/30/2005	27,000.00	40,008.00	7/1 Salary Increase
Men's Basketball	David Houser	Strength/Conditioning Coach	07/01/2004	07/31/2004	22,008.00	22,668.00	7/1 Salary Increase
Men's Basketball	Ryan Miller	Assistant Coach	07/01/2004		32,004.00	40,968.00	7/1 Salary Increase
Men's Football	David Abernethy	Strength/Conditioning Coach	07/01/2004		40,008.00	44,208.00	7/1 Salary Increase
Men's Football	Mike Chism	MP PT PNF	07/01/2004		21,000.00	24,000.00	7/1 Salary Increase

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Men's Football	Mike Dietzel	Defensive Coordinator	07/01/2004		53,004.00	54,588.00	7/1 Salary Increase
Men's Football	Mike Fanoga	Assistant Coach	07/01/2004		27,000.00	30,804.00	7/1 Salary Increase
Men's Football	Walter Wells	Assistant Coach	07/01/2004		35,004.00	39,060.00	7/1 Salary Increase
Nursing	Angelyn Drexler	CPR Training Coordinator	07/01/2004		22,524.00	23,208.00	7/1 Salary Increase
Police Department	Robert Boyden	Police Officer	07/01/2004		28,392.00	31,488.00	7/1 SalaryInc,KLEF
Police Department	Tammy Britt	Police Officer	07/01/2004		28,392.00	31,488.00	7/1 SalaryInc,KLEF
Police Department	Lisa Brown	Police Officer	07/01/2004		29,760.00	32,856.00	7/1 SalaryInc,KLEF
Police Department	Jody Burton	Shift Commander (Sgt)	07/01/2004		36,864.00	39,960.00	7/1 SalaryInc,KLEF
Police Department	Rafael Casas	Police Officer	07/01/2004		28,944.00	32,040.00	7/1 SalaryInc,KLEF
Police Department	Robert Deane	Chief of Police	07/01/2004		70,464.00	73,560.00	7/1 SalaryInc,KLEF
Police Department	Mike Dowell	Investigations Commdr (Cpt)	07/01/2004		41,688.00	44,784.00	7/1 SalaryInc,KLEF
Police Department	Joe Harbaugh	Crime Prevention Trng Sgt	7/01/2004		35,928.00	39,024.00	7/1 SalaryInc,KLEF
Police Department	Kerry Hatchett	Patrol Commander (Cpt)	07/01/2004		41,544.00	44,640.00	7/1 SalaryInc,KLEF
Police Department	Geoffrey Henderson	Parking Enforcement Officer	07/01/2004		17,304.00	17,832.00	7/1 Salary Increase
Police Department	Lori Kostiuk	Parking Enforcement Officer	07/01/2004		18,408.00	18,960.00	7/1 Salary Increase
Police Department	Lee McKinney	Shift Commander (Sgt)	07/01/2004		35,952.00	39,048.00	7/1 SalaryInc,KLEF
Police Department	Mike Miciotto	Police Officer	07/01/2004		28,392.00	31,488.00	7/1 SalaryInc,KLEF
Police Department	Dominic Ossello	Police Officer	07/01/2004		28,392.00	31,488.00	7/1 SalaryInc,KLEF
Police Department	Jerry Phelps	Field Op Commander (Major)	07/01/2004		58,392.00	61,488.00	7/1 SalaryInc,KLEF
Police Department	Ricky Powell	Detective Investigations (Sgt)	07/01/2004		35,928.00	39,024.00	7/1 SalaryInc,KLEF
Police Department	Pete Rich	Police Officer	07/01/2004		30,048.00	33,144.00	7/1 SalaryInc,KLEF
Police Department	David Skinner	Police Officer	07/01/2004		28,392.00	31,488.00	7/1 SalaryInc,KLEF
Police Department	Craig Sutter	Police Officer	07/01/2004		28,920.00	32,016.00	7/1 SalaryInc,KLEF
Police Department	Karen Thurman	Parking Enforcement Officer	07/01/2004		18,648.00	19,200.00	7/1 Salary Increase
Police Department	Mike Waldrop	Shift Commander (Sgt)	07/01/2004		37,848.00	40,944.00	7/1 SalaryInc,KLEF
Police Department	Mike Wallace	Comm Staff SvcCommdr(Cpt)	07/01/2004		49,464.00	52,560.00	7/1 SalaryInc,KLEF
Police Department	Brian Ward	Police Officer	07/01/2004		31,704.00	34,800.00	7/1 SalaryInc,KLEF
Police Department	Phyllis Skees	Communications Officer	07/01/2004		19,296.00	19,992.00	7/1 Salary Increase
Ticket Office	James Cope	Manager	07/01/2004		32,976.00	35,844.00	7/1 Salary Increase
Ticket Office	Amy Leachman	Ticket Sales Assistant	07/01/2004		18,684.00	20,496.00	7/1 Salary Increase
Undistributed Housing	Morris Basham	Zone Maintenance Technician	07/01/2004		11.12	11.40	7/1 Salary Increase
WKU Foundation	Paula Jarboe	Trust Accountant	07/01/2004		56,124.00	57,816.00	7/1 Salary Increase
Women's Basketball	Mary Taylor Cowles	Head Athletic Coach	07/01/2004		77,772.00	105,000.00	7/1 Salary Increase
Women's Basketball	Carrie Daniels	Assistant Coach	07/01/2004		43,140.00	55,008.00	7/1 Salary Increase
Women's Basketball	David Graves	Associate Athletic Coach	07/01/2004		57,048.00	70,008.00	7/1 Salary Increase

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Academic Technology	Bikramjeet Assal	Database Specialist	07/01/2004			300.00/Lump Sum	Degree/Certification
Bookstore	Patricia Duvall	Bookstore Dept Manager	07/01/2004		30,792.00	31,500.00	Degree/Certification
Environmental Health & Safety	William Basham	Env Hlth & Safety Technician	07/01/2004		16.72	16.98	Degree/Certification
Extended Campus-Glasgow	Lisa Gawjarone	Accounts Specialist	07/01/2004		33,624.00	34,344.00	Degree/Certification
Gordon Ford College of Business	Martina Gibson	Office Associate	07/01/2004		26,640.00	27,360.00	Degree/Certification
Housing & Residence Life	Carolyn Powell	Residence Hall Director	01/01/2004			700.00/Lump Sum	Degree/Certification
Maintenance Services	Nathan Hale	Electrician	05/01/2004			300.00/Lump Sum	Degree/Certification
Maintenance Services	Herbert Hess	Electrician	05/01/2004			300.00/Lump Sum	Degree/Certification
Maintenance Services	Charles Jones	Asst Supervisor, Electrical	05/01/2004			300.00/Lump Sum	Degree/Certification
Maintenance Services	Richard Stewart	Electrician	05/01/2004			300.00/Lump Sum	Degree/Certification
Maintenance Services	Robert Upchurch	Electrician	05/01/2004			300.00/Lump Sum	Degree/Certification
Administrative Computing Services	Gregory Hackbarth	Stipend	05/01/2004	10/31/2005		200.00/mo	Stipend
Administrative Computing Services	Charles Wimpee	Stipend	04/01/2004	06/30/2004		300.00/mo	Stipend
Athletics	Rachel Manning	Stipend		06/30/2004			Stipend, End
Community College	Barbara Johnston	Stipend	07/01/2004			250.00/mo	Stipend
Controller	Belinda Higginbotham	Stipend	05/01/2004	08/31/2004		500.00/mo	Stipend
Library Special Collections	Nancy Baird	Stipend		06/30/2004			Stipend, End
Network Computing & Communications	Jonathan Davis	Stipend	05/01/2004	10/31/2005		200.00/mo	Stipend
Network Computing & Communications	Lori Douglas	Stipend	04/01/2004	06/30/2004		300.00/mo	Stipend
Network Computing & Communications	Jeptha Sumpter	Stipend	04/01/2004	06/30/2004		300.00/mo	Stipend
Network Computing & Communications	Timothy Vincent	Stipend	05/01/2004	10/31/2005		200.00/mo	Stipend
Sponsored Programs	Phillip Myers	Stipend, Research Foundation	07/01/2004			540.00/mo	Stipend
Student Technology	Justin Rexing	Stipend	04/01/2004	06/30/2004		300.00/mo	Stipend
Academic Technology	David Copus	Lab Systems Specialist	05/01/2004	06/30/2004	40,992.00	43,392.00	Temporary Rate Inc
Academic Technology	David Copus	Lab Systems Specialist	07/01/2004	10/31/2005	42,228.00	44,640.00	Temporary Rate Inc
Health & Fitness Lab	Matthew Thoma	BW PT Tech 00	05/10/2004	08/15/2004	7.35	10.00	Temporary Rate Inc
Allied Health - Dental Hygiene	Carla Bohannon	Office Associate	06/21/2004		22,896.00	23,664.00	Transfer
Applied Research & Technology - POD	Steva Kaufkins	Operations Specialist	07/01/2004		22,224.00	28,008.00	Transfer
Physics & Astronomy	David Barnaby	Observatory Ed. Scientist	07/01/2004		39,888.00	40,488.00	Transfer
Women's Basketball	Jennifer Ragan	Office Associate	05/18/2004		23,664.00	24,984.00	Transfer

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Building Services	Josephine Richardson	Building Services Attendant	05/31/2004				Retirement
Facilities Management	Murry Cherry	Zone Maintenance Technician	04/30/2004				Retirement
Student Activity, Org & Leadership	Bennie Beach	Coord, Student Activities	03/25/2004				Death
Allied Health - Dental Hygiene	Sandra Wilson	Office Associate	04/16/2004				Termination
Athletics	Jenny Lyon	Concessions Coordinator	04/30/2004				Termination
Athletics	Bradley Pittman	Coordinator II	06/30/2004				Termination
Bookstore	Elizabeth Copas	BW PT Clerical 00	04/30/2004				Termination
Bookstore	Patricia Strode	Bookstore Associate	06/25/2004				Termination
Building Services	Lisa Adamson	Building Services Attendant	05/11/2004				Termination
Building Services	Pamela Hubbard	Building Services Attendant	04/30/2004				Termination
Building Services	Annette Madison	Building Services Attendant	06/10/2004				Termination
Building Services	Linda McDonald	Building Services Attendant	07/03/2004				Termination
Building Services	Doris McFall	Group Leader, Building Svcs	05/14/2004				Termination
Building Services	Zena Mitchell	Building Services Attendant	06/06/2004				Termination
Building Services	Sherry Sturgeon	Building Services Attendant	04/02/2004				Termination
Building Services	Colleen Wintuska	Building Services Attendant	04/14/2004				Termination
Cave & Karst Center Prof Services	Ezzatollah Raehsi-Arda	MN Temp PNF 00	06/30/2004				Termination
Controller	Leonard Kogut	Controller	05/28/2004				Termination
Distance Learning Program	Christopher Stice	BW PT Tech 00	05/30/2004				Termination
Downing University Center	Sarah Thomas	BW PT Maint 00	06/30/2004				Termination
Educational Television Services	Philip Allgeier	SM Temp Tech 00	04/23/2004				Termination
Extended Campus-Glasgow	Margaret Patton	BW PT Tech 00	05/30/2004				Termination
Extended Learning & Outreach (DELO)	Audrey Anderson	Interim Dean	05/28/2004				Termination
Facilities Management	Virginia Meadors	Building Services Attendant	04/14/2004				Termination
Forensics - POD	William Robertson	Assistant Forensics Director	07/31/2004				Termination
Health & Fitness Lab	Gayle Kenyon	BW PT Tech	06/14/2004				Termination
Housing & Residence Life	Mary DeGraw	Residence Hall Director	06/30/2004				Termination
Housing & Residence Life	Sandra Hess	Coordinator, HRL	05/11/2004				Termination
Housing & Residence Life	Thomas Miles	Associate Director	06/30/2004				Termination
Housing & Residence Life	Heather Popplewell	Asst Residence Hall Director	06/30/2004				Termination
Housing & Residence Life	Carolyn Powell	Residence Hall Director	06/30/2004				Termination
Housing & Residence Life	Kerri Watson	Coordinator, HRL	06/30/2004				Termination
Housing & Residence Life	Andrew Wollin	Residence Hall Director	06/30/2004				Termination
Institutional Research	Shelly Ball	Research Associate	04/30/2004				Termination
Library Public Services	Michael Kenney	BW Lib PT Tech	07/30/2004				Termination
Maintenance Services	James Goad	Electrician	06/04/2004				Termination
Men's Basketball	Andy Allison	Director of Operations	06/01/2004				Termination

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Men's Basketball	Kathrine Staples	Office Associate	06/01/2004				Termination
Men's Football	Eric Ravellette	MP PT PNF	04/16/2004				Termination
Registrar's Office	Alice Bivin	BW PT Temp Clerical 00	06/30/2004				Termination
Registrar's Office	Wilma Elliott	BW PT Temp Clerical 00	06/30/2004				Termination
Registrar's Office	Alice Nicely	BW PT Temp Clerical 00	06/30/2004				Termination
Registrar's Office	Nora Wright	BW PT Clerical 00	06/30/2004				Termination
Women's Basketball	Kyra Elzy	Restricted Assistant Coach	04/16/2004				Termination
Women's Basketball	Angela Geron	Office Associate	05/11/2004				Termination
Women's Softball	Leslie Phelan	Head Athletic Coach	06/30/2004				Termination

Motion for approval of the personnel actions since April 30, 2004, as outlined was made by

Ms. Bale, seconded by Ms. Rogers, and carried.

9.15 Approval of faculty emeritus/a status for recommended retired faculty

RECOMMENDATION: President Ransdell recommends approval of faculty emeritus/a status for the following retired faculty members:

Potter College of Arts, Humanities and Social Sciences

Department of English

Dr. Wanella Huddleston, Professor of English, Emerita

Dr. Joseph Millichap, Professor of English, Emeritus

Dr. Janet Schwarzkopf, Professor of English, Emerita

Ogden College of Science and Engineering

Department of Chemistry

Dr. William G. Lloyd, Professor of Chemistry, Emeritus

Motion for approval of faculty emeritus/a status to those listed in the above recommendation

was made Ms. Bale, seconded by Mr. Zielke, and carried.

AGENDA ITEM 10 - Reports

Informational reports in the area of Academic Affairs were provided as follows:

- Implementation of Academic Quality - Phase I and Preview of Phase II (Mr. Mike Dale)
- Enrollment Projections for Fall 2004 (Dr. Luther Hughes)
- International Student Projections for Fall 2004 (Dr. John Petersen)
- SACS Reaccreditation Process (Dr. Dennis George)
- DELO Updates (Dr. Don Swoboda)
- Commencement - 2005 (Dr. Ransdell)

Reports in the area of Student Affairs were provided as follows:

- Student Housing Occupancy Report - Fall 2004 (Dr. Gene Tice)
- Marketing Material and Presentation for WKU Dining Services (Dr. Gene Tice)

AGENDA ITEM 11 - President's Report:

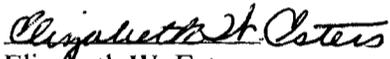
- Campus Diversity Report (Mr. C.J. Woods)
- Year-end Gift/Endowment Report (Mr. Tom Hiles)
- Media Report (Mr. Bob Edwards)
- Concessions/Catering Contract (Dr. Wood Selig)
- NCAA Recertification/Self-Study Update (Ms. Deborah Wilkins, Dr. Wood Selig)
- Minor League Baseball in Bowling Green (Dr. Wood Selig, Dr. Gary Ransdell)
- Science Building Construction Update (Mr. John Osborne)

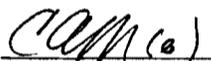
With nothing further on the agenda, motion for adjournment by Ms. Rogers, seconded by

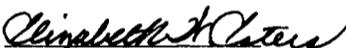
Ms. Bale, the meeting adjourned at approximately 1:30 p.m.

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 third quarterly meeting held July 30, 2004, in the Training Center of Mammoth Cave National Park, 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


Cornelius A. Martin
Chair
October 29, 2004


Elizabeth W. Esters
Secretary
October 29, 2004

**WESTERN KENTUCKY UNIVERSITY
FIRST AMENDED ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is made this the 1st day of April, 2004, between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **MARY TAYLOR COWLES** ("Coach").

**ARTICLE I
PURPOSE**

The **University** and **Coach** have entered into this Employment Contract because the **University** desires **Coach** to serve as Head Coach of the **University's** women's basketball program. The **University** and **Coach** agree that head coaches of intercollegiate athletic teams at Western Kentucky University conduct their professional activities under circumstances unique in the family of **University** employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations. These circumstances justify job security and commitment by **Coach** longer than one year, but less than a continuous appointment. For these reasons, the **University** has agreed to employ and **Coach** has promised to be employed by the **University** upon the following terms and conditions.

Coach shall be a staff employee at the University, with the terms of her employment restricted solely to this Employment Contract. It is understood and agreed that **Coach's** sole grievance rights shall be as set forth in 5.07 herein and that **Coach** hereby waives any and all grievance rights under the University's internal employee grievance procedures; provided, however, that **Coach** shall be subject to the **University's** *Policy Against Sexual Harassment*. Furthermore, **Coach** understands and acknowledges that her employment with the **University** is not a tenure-track position and will not lead to tenure.

The parties agree that the provisions of this contract shall supersede and replace any and all other contracts or agreements entered into between the parties and that such other contracts or agreements shall be null and void.

**ARTICLE II
POSITION**

2.01 **DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

A. **RECOGNITION OF DUTIES**

Coach agrees to be a loyal coach of the **University**. **Coach** agrees to devote her best efforts full time to the performance of her duties for the **University**, to give proper time and attention to furthering her responsibilities to the **University**, and to comply with and

publicly support all rules, regulations, policies, and decisions established or issued by the **University**.

Coach also agrees that, notwithstanding any other provisions of this agreement, during the term of this Employment Contract, she will not engage, directly or indirectly, in any business which would detract from her ability to apply her best efforts to the performance of duties hereunder.

Coach agrees that her comments, actions and conduct, both in public and private forums, will at all times reflect positively upon the **University**, the **University's** athletic programs, and the **University's** administration.

Coach further agrees that the level of compensation and benefits provided to her in this Contract are dependent upon her performance as a Head Coach, including the quality of the student athletes she recruits and retains, the team's performance and/or success under her supervision, and the existence and extent of the marketability of the program and the fan base she develops and / or maintains as Head Coach.

B. GENERAL DUTIES AND RESPONSIBILITIES

During the period in which the **University** employs **Coach** as Head Coach, **Coach** agrees to undertake and perform all duties and responsibilities attendant to the position of head coach of women's basketball as set forth herein.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of her Employment Contract, the duties and responsibilities assigned to the **Coach** in connection with the position as head coach are as set forth below. The list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the **University** with her most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Athletic Director and perform her duties and responsibilities in a manner consistent with state and **University** rules, regulations, and policies.
2. Be primarily responsible for all aspects of the women's basketball program including the budget, scheduling, the recruiting, training, supervision, evaluation, and performance of student athletes, coaching staff, and women's basketball office clerical staff, subject to the approval of the Athletics Director.

3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference, or any other women's basketball conference the **University** may choose to enter, as well as all **University** rules and regulations relating to the conduct and administration of the women's basketball program. In the event that **Coach** becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, she shall report the same promptly to the Athletic Director of the **University**.
4. Use her best efforts to ensure that all academic standards, requirements, and policies of the **University** are observed by her and by members of her coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the women's basketball program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.
5. Use her best efforts, in conjunction with the **University**, to ensure that all student athletes recruited for her women's basketball program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the **University**.
6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality women's basketball program.
7. Use her best efforts to ensure that her student athletes conduct themselves in a manner that will reflect a positive image for the **University** both on and off the women's basketball court.
8. Use her best efforts to preserve the **University's** reputation and dignity and shall keep her public and private statements and written communications complementary to the athletics program and to the **University** and its administration. **Coach** agrees that as a recognized and notable spokesperson about intercollegiate athletics and education, she shall support the **University** administration mission, policies, and decisions in all her dealings and activities with the public.
9. Use her best efforts to establish and maintain frequent, systematic, and personal communication concerning the **University's** academic mission and the Athletics Department mission to the **University's** student body, faculty, and staff.

2.02 **DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS OR UNIVERSITY POLICY**

If **Coach** is found to be in violation of NCAA or Conference rules and regulations, or in violation of any **University** policy or procedure, **Coach** shall be subject to disciplinary and/or corrective actions by the **University**.

2.03 **REPORTING RELATIONSHIPS**

The parties (without delineating the particular terms and conditions) acknowledge that each party will use its best efforts and will cooperate with the other to provide the following support for the **University's** women's basketball program.

- A. **Coach's** immediate supervisor for purposes of implementing the Contract shall be the Athletic Director of the **University**; all matters pertaining to the operation of the **University's** women's basketball program shall be subject to the direction and control of the Athletic Director. The Athletic Director shall support **Coach** in the performance of her duties as set out in this Contract.
- B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the **University**. **Coach** shall administer the daily routine and organization of the program as she deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletic Director.
- C. **Coach** shall have primary responsibility for decisions relating to choice and scheduling of basketball opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the basketball program, but final decisions in such matters shall be with the Athletic Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.
- D. **Coach** shall have the right to release, hire, and retain assistant women's basketball coaches subject to the **University's** employment policies and procedures and subject to the approval of the Athletic Director, the President of the **University**, and the **University's** Board of Regents.

- E. Subject to the approval of the Athletic Director, **Coach** shall have primary responsibility for developing the budget annually for the women's basketball program and, upon her request, will be assisted by the Athletic Business Manager.
- F. Further, if the University at any time decides to change its competitive status under the NCAA rules, regulations, and/or constitution regarding competition, (e.g., the University's women's basketball program becomes Division II basketball) to any status lower than Division I, or if the entire Athletics Program of the University is placed on probation by the NCAA due wholly to reasons unrelated to the women's basketball program, **Coach** shall have the right to terminate this agreement immediately and all payment provisions or obligations of either party herein shall be null and void.

ARTICLE III
TERM OF EMPLOYMENT

The initial term of this Employment Contract shall be for a period beginning on the day this document is fully executed by all parties and expiring on the 30th day of June 2010, as follows. If circumstances do not exist that would justify dismissal for cause under paragraph 5.01 during of this Contract, the University shall extend this Contract by one additional year in 2005-2006 to extend contract through June 30, 2009, and again in 2006-2007, to extend the contract through 2010.

ARTICLE IV
COMPENSATION / BENEFITS

In consideration for the promises she has made in entering into this Employment Contract, Coach shall be entitled to the following forms of compensation: base salary payments, benefits, and bonuses.

4.01 SALARY AND BENEFITS

- A. Effective July 1, 2004, an upon execution of this Contract, the base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$105,000.00, and shall be payable in equal monthly installments during the period of this Contract and paid in conformity with the payroll procedure of the University.
- B. Coach will be reviewed for her performance on an annual basis and, assuming satisfactory performance and that funds are available, she will be given an annual salary increase of her base salary as provided in paragraph 4.01(A) deemed appropriate by the Athletic Director, and in accordance with the University performance evaluation and compensation policies.

- C. **Coach** shall be eligible to participate in a group insurance, retirement, and voluntary payroll deduction program on the same basis and with the same **University** contributions that apply to the University's non-academic administrative staff.
- D. The **University** shall furnish to **Coach**, for her use on a loan basis during the term of her Employment Agreement, one (1) automobile and shall pay for automobile liability and comprehensive insurance and taxes, if applicable, upon said vehicle. **Coach** shall be solely responsible for all upkeep, maintenance, and / or repair of vehicle.
- E. The **University** will provide **Coach**, upon request and without charge, eight (8) Red Towel / VIP women's basketball tickets, thirty (30) reserved seat women's basketball tickets, eight (8) chair seat football tickets, and four (4) reserved seat men's basketball seats. Such tickets may not be resold by **Coach**. **Coach** shall have the option to buy twelve (12) additional women's basketball tickets if available and shall be provided four (4) women's basketball tickets for playoff games. It is agreed and understood that all tickets are provided to aid **Coach** in the performance of her job (recruiting, etc.).

4.02 COACH'S BONUS

- A. In order to provide recognition of achievement of the academic goals of the University by the women's basketball program under the direction of Coach, bonus payments ("Academic Bonus") in the amount of \$250.00 will be paid to Coach for each member of the women's basketball team who graduates while Coach is employed as Head Coach of the women's basketball program and who has played a minimum of two (2) seasons at the University. In the event this Contract is terminated by the University without cause prior to its expiration date, as provided in paragraph 5.03, it is agreed and understood that the academic bonus provided for herein shall survive the termination of this agreement by one (1) year.
- B. The Coach shall be entitled to the following recruiting bonuses:
1. Division I "top 10" recruiting class: Should the Coach succeed in recruiting an incoming class of no less than three (3) recruits deemed to be members of a "top 10" recruiting class by two recruiting analysts, the same to be mutually agreed upon by both parties, as being one of the Division I top 10 recruiting classes in the country, the University shall pay Coach a bonus of up to \$5,000.00.
 2. Division I "top 25" recruiting class: Should the Coach succeed in recruiting an incoming class of no less than three (3) recruits deemed to be members of a "top 25" recruiting

class by two recruiting analysts, the same to be mutually agreed upon by both parties, as being one of the Division I top 25 recruiting classes in the country, the University shall pay Coach a bonus of up to \$2,500.00.

3. Division I "top 50" recruiting class: Should the Coach succeed in recruiting an incoming class of no less than three (3) recruits deemed to be members of a "top 50" recruiting class by two recruiting analysts, the same to be mutually agreed upon by both parties, as being one of the Division I top 50 recruiting classes in the country, the University shall pay Coach a bonus of up to \$1,000.00.

At such time as the Coach and the University shall mutually agree on the recruiting analysts referred to above, same shall be reduced to writing and attached to this Contract as an Addendum. All bonus payments provided herein shall be paid in accordance with the University's payroll procedures and shall be paid to Coach at the end of the fiscal year in which the bonus is earned.

C. COACHES' BONUS The Coach shall be entitled to the following bonuses:

- | | |
|----------------------------------|--------------------|
| 1. NCAA Tournament Bid: | One month's salary |
| 2. Advance to Round of 16: | One month's salary |
| 3. Advance to Round of 8 | One month's salary |
| 4. Advance to Final Four: | One month's salary |
| 5. Win National Championship: | One month's salary |
| 6. NCAA Coach of the Year: | One month's salary |
| 7. Conference Coach of the Year: | \$2,500.00 |

Notwithstanding these provisions, it is agreed and understood that bonuses will only be awarded / paid if sufficient revenues are available in the women's basketball Enhancement Fund to cover the amount(s) owed.

4.03 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as head women's basketball coach, she shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions:

General provisions concerning outside income. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of her being Head Basketball Coach:

- A. University obligations are primary. Such outside activities shall not interfere with the full and complete performance by Coach of her duties and obligations as a University

coach, recognizing always that Coach's primary obligations lie with the University and its students;

- B. NCAA rules control. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, group, corporation, Hilltopper Athletic Foundation, or Alumni Association if such action would violate NCAA legislation. The constitution, bylaws, rules, and regulations or interpretations thereof shall automatically apply to the agreement;
- C. University approval is required. Coach shall obtain the advance written approval from the President and Athletic Director of the University before entering into such agreements. Approval shall not be unreasonably withheld;
- D. University is not liable. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom;
- E. Revenues. Except for the limitations on such outside compensation as established by or set forth in this agreement and in the constitution, bylaws, rules and regulations, and interpretations thereof of the University; the Sun Belt Conference, or any other conference the University may choose to enter; and the NCAA, Coach shall be entitled to retain all revenues generated by such outside activities (i.e., shoe contracts, speaking engagements, outside camps, etc.), subject to the provisions of paragraph 4.04(G)(1). Coach shall have the sole right to determine the brand of shoe wear, uniforms, and athletic equipment to be used by the University women's basketball team.
- F. Summer Camps. Beginning with the 2003-2004 camp season, Coach shall be entitled to at least three (3) weeks of basketball camps using Western Kentucky University's athletic facilities and equipment. Coach shall have the opportunity to conduct at least two weeks of camp (i.e., fourteen days) in the month of June after the regular term of public school in Kentucky has concluded. The University shall notify Coach no later than December 1 of dates in the year preceding the year which athletic facilities and equipment will be made available for the camps. The operation of camp(s) will be conducted under the auspices of Western Kentucky University Athletics Department and shall be conducted in accordance with general policies of the University. Coach will be obligated to pay the University five dollars (\$5.00) per person enrolled in the camps for the use of its athletic facilities and equipment for each of the basketball

camps, and said equipment and facilities shall be available for use for a minimum of three (3) weeks per year.

A separate rate will be determined for the use of the Raymond B. Preston Health and Activities Center, which rate will not be unreasonable and which shall be determined by September 30 of the preceding year. Rates for room and meals to be charged by Western Kentucky University for such student camps shall be rates normally charged for student camps generally by the University, which may vary from year to year.

Should there be a conflict between Western Kentucky University's women's basketball program and any other University athletic team or University sponsored or affiliated program or organization concerning the use of the above facilities and equipment, this conflict shall be resolved by and in the sole discretion of the Athletic Director, who shall have the final determination on all matters. In making such determination, the University agrees that the Athletic Director shall take into consideration the women's basketball program as a priority team program.

G. OTHER INCOME

1. Commercial, Apparel, and Equipment Endorsements - Coach may undertake commercial endorsements of products and services in which she identifies herself as Coach of the University's intercollegiate basketball team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Agreement, would be coterminous with Coach's termination of employment as Head Women's Basketball Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Athletic Director. Also, Coach may retain any monies offered by apparel or equipment manufacturers or sellers (other than shoes) in exchange for her endorsement of the apparel or equipment or her agreement to consult with the manufacturer or seller concerning the design and/or marketing of such apparel or equipment provided that such agreements are in writing, do not conflict with existing University contracts, do not extend beyond the term of the Employment Agreement, would be coterminous with Coach's termination of employment as Head Women's Basketball Coach at the University, and are subject to the

University's trademark licensing program and the approval of the University's Athletic Director.

2. Shoe Contracts - **Coach** may retain any monies up to nine thousand, nine hundred and ninety-nine dollars (\$9,999.00) offered by shoe manufacturers or sellers in exchange for her endorsement of the shoes or her agreement to consult with the manufacturer or seller concerning the design and/or marketing of such shoes provided that such agreements are in writing, do not conflict with existing **University** contracts, do not extend beyond the term of the Employment Agreement, would be coterminous with **Coach**'s termination of employment as Head Women's Basketball Coach at the **University**, and are subject to the **University**'s trademark licensing program and the approval of the **University**'s Athletic Director. Any monies or revenues paid over this amount shall be paid to and be the sole property of the University. The University agrees that such monies shall be designated to the support of the women's basketball program, to be allocated / budgeted in consultation with Coach and in the Athletic Director's discretion.
3. Other Products: Products obtained in trade or other negotiations by Coach on behalf of the University will not require compensation by the University to Coach and shall remain the property of the University.
4. Income from Speeches, Appearances, and Written Materials - Any income derived by Coach from speeches, appearances, and /or written materials shall be her separate income. Any speech given pursuant to this paragraph must be given by Coach in her individual capacity, not her official capacity as a University Coach.

ARTICLE V TERMINATION

Coach recognizes that her promise to remain the University's coach through the entire term of the Employment Contract is of the essence. It is also recognized, however, that certain limited circumstances may make it appropriate for the University to terminate this Contract prior to the completion of its entire term.

5.01 TERMINATION BY UNIVERSITY FOR JUST CAUSE

The University shall have the right to terminate this Employment Contract for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

- A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude.
- B. Intentional serious violation of any law, rule, regulation, or constitutional provision by the NCAA.
- C. Intentional serious violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the Sun Belt Conference, or the NCAA by a member of the women's basketball coaching staff or any other person under **Coach** 's supervision and direction, including student athletes in the women's basketball program for which **Coach** had prior actual knowledge.
- D. Any statement or behavior on the part of Coach which serves to bring disrepute upon or causes embarrassment to the **University**, the Athletics Department, its administration, or the women's basketball program.
- E. Failure to faithfully and conscientiously devote diligent efforts to perform the duties stated herein within the budget allocated to the women's basketball program in each particular fiscal year, and according to the policies and procedures established by the University.
- F. Deliberate violations of any duties or responsibilities outlined in this Employment Agreement or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Athletic Director. With regard to the provisions of paragraph 5.01(D) herein, the University agrees that Coach will be given the opportunity to correct violations of this provision: provided, however, that Coach agrees that the University shall have absolute discretion to approve, control, and direct all aspects of the nature of the "correction" (i.e., timing, content, audience, forum, etc.) and Coach agrees that she shall immediately comply with the University's directives in this regard in accordance with the provisions of 5.01(F) and (G).
- G. It is agreed and understood that the thirty (30) day notice provisions provided for in 5.01 (F) shall not apply to repeat violations (repeated similar conduct), and in such instances, Coach shall be obligated to immediately correct and/or cure the violation. Failure to immediately correct and/or cure the conduct and

throughout the remainder of the contract will constitute a breach of this Agreement and "just cause" for termination of the Agreement.

5.02 **UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE**

Should the University determine that Coach has violated the provisions of Section 5.01, herein, notice of same and notice of the termination for cause shall be delivered to **Coach** by the Athletic Director, in writing, to the addresses provided in Section 6.07. In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary shown in Section 4.01. **Coach** shall not be required or obligated to perform any further service or duties for the University to be entitled to the "severance fee." In any meeting between **University** official(s) and **Coach**, relating to termination for cause, both the **University** and **Coach** have the right to have representation by legal counsel present.

5.03 **TERMINATION BY UNIVERSITY WITHOUT CAUSE**

The **University** shall have the right to terminate this Employment Contract prior to its normal expiration date without cause. Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01. Termination by the **University** without cause shall be effectuated by delivering to **Coach** written notice of the **University's** intent to terminate this Contract without cause on or before January 31 of the year of termination.

5.04 **LIQUIDATED DAMAGES UPON TERMINATION BY UNIVERSITY WITHOUT CAUSE**

If the **University** terminates this Contract without cause prior to its expiration date in accordance with the provisions of Section 5.03 hereof, the **University** shall pay to **Coach**, as liquidated damages, a sum equal to \$105,000.00, payable in monthly installments over the remaining term of the contract. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearance, apparel or shoe contracts, consulting relationships, or from any other

sources that may ensue as a result of the University's termination of this Contract without cause, unless such termination is found to be in violation of any terms or provisions of this Contract.

4.05 LIQUIDATED DAMAGES UPON TERMINATION BY COACH WITHOUT CAUSE

A. If **Coach** terminates this Contract without cause prior to its expiration date and within one (1) year of her termination accepts employment as a Head Coach with any other college/university, **Coach** shall pay to the **University**, as liquidated damages, a sum equal to \$105,000.00, payable in monthly installments over the remaining term of the contract. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

B Should **Coach** decide to retire from collegiate women's basketball and thereafter does not accept employment as either a head women's basketball coach for at least one full year following the date of her retirement, these provisions shall not apply.

C Should the **Coach** terminate this contract under the provisions of paragraph 5.05 in addition to the obligations agreed upon in paragraph 5.05(A) herein, **Coach** agrees to agree to guarantee a (4) four-year home / home game series between the women's basketball team of the college/university which employs her and the University's women's basketball team, with no requirement for financial remuneration on the part of that college / university or the University. Said series must start within two (2) years following the date of Coach's termination of this Contract.

5.06 UNIVERSITY APPROVAL REQUIRED PRIOR TO NEGOTIATION WITH OTHER SCHOOLS OR EMPLOYERS

The parties agree that should another coaching or sports-related employment opportunity be presented to **Coach** or should **Coach** be interested in another coaching position during the term of her Employment Agreement, **Coach** must notify the University's Athletic Director of such opportunity or interest, and obtain permission from the Athletic Director before any discussions can be held by **Coach** with anticipated coaching position principals, which permission shall not be unreasonably withheld.

5.07 ARBITRATION

It is specifically agreed and understood that any controversy or claim arising out of or relating in any way to this Contract or the breach of this Contract shall be settled by arbitration, in accordance with the rules of the American Arbitration Association. The issue pertaining to the arbitration should not be changed until the arbitrator issues a final ruling to all parties.

5.08 **TERMINATION BY DISABILITY OR DEATH**

It is expressly understood and agreed that this Contract constitutes a personal service agreement between the **University** and **Coach**. In the event a disability prevents **Coach** from performing the duties and responsibilities specified in this Contract, as certified by two (2) physicians selected or approved by the University, or in the event of **Coach's** untimely demise, this Employment Contract shall terminate and neither party, including **Coach's** estate, shall have any further rights or obligations hereunder, the same as though termination were by the **Coach** pursuant to Paragraph 5.05(B) above; provided, however, that in the event of a disability as set forth herein, **Coach** shall be entitled to apply for and, if eligible, participate in the Kentucky Teacher's Retirement System disability retirement program and the University's Long-Term Disability Insurance Program.

**ARTICLE VI
MISCELLANEOUS**

6.01 **AMENDMENTS TO AGREEMENT**

This Employment Agreement can only be altered or amended by written agreement between **Coach** and the **University's** designated representative.

6.02 **UNIVERSITY RETAINS ALL MATERIALS AND RECORDS**

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, office equipment, inventory, office or departmental decorations or furnishings, or any other material or data furnished to **Coach** by the **University** or developed by **Coach** on behalf of the University or at the University's direction or otherwise in connection with **Coach's** employment, if said items were purchased with state, **University**, donor, or private University enhancement funds, are and shall remain the sole and confidential property of the **University**. Within thirty (30) days of the expiration of the term of this agreement or its earlier termination as provided herein, **Coach** shall immediately cause any such materials in her possession or control to be delivered to the University.

6.03 **TAX LIABILITIES**

Coach shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Agreement.

6.04 **LAWS OF THE COMMONWEALTH OF KENTUCKY**

This Agreement shall be interpreted under the Laws of the Commonwealth of Kentucky, and if any provision of the Agreement may be prohibited, this shall not invalidate the remaining provisions of the Agreement.

6.05 **ACKNOWLEDGMENT/ NO PRESUMPTIONS**

Coach acknowledges that she has read and understands the foregoing provisions of this Agreement, that she has been afforded and has exercised the opportunity to consult with personal legal counsel, that the provisions are reasonable and enforceable, and she agrees to abide by this Agreement and the terms and conditions set forth herein.

Furthermore, because each party acknowledges that they have reviewed and negotiated this Agreement with their individual legal counsel, both parties hereby agree that the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement. Its terms and provisions shall be construed fairly as to all parties and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

6.06 **TIME IS OF THE ESSENCE**

Time is of the essence with respect to the obligations of the parties hereto.

6.07 **NOTICES**

All notices, requests, consents, and other communication under this Agreement shall be in writing and shall be mailed first class, registered, or certified mail, postage prepaid, to the following:

If to **University:**

C. Wood Selig
Director of Athletics
Western Kentucky University
1 Big Red Way
Bowling Green, Kentucky 42101

With a copy to:

Deborah T. Wilkins
General Counsel
Office of the President
Western Kentucky University
1 Big Red Way
Bowling Green, Kentucky 42101

If to **Coach:**

Mary Taylor Cowles
500 Rockfield-Richpond Road
Rockfield, KY 42274

or to such other address of which the addressee shall have notified the sender in writing.

IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Agreement as of the date set forth below.

WESTERN KENTUCKY UNIVERSITY

BY: _____
Gary A. Ransdell, President

DATE: _____

BY: _____
C. Wood Selig, Director of Athletics

DATE: _____

COACH

BY: _____
Mary Taylor Cowles
Head Women's Basketball Coach

DATE: _____

**WESTERN KENTUCKY UNIVERSITY
ATHLETIC DIRECTOR FIRST AMENDED EMPLOYMENT CONTRACT**

This First Amended Employment Contract is made this ____ day of July, 2004, between **WESTERN KENTUCKY UNIVERSITY** (the "UNIVERSITY") and **CAMDEN WOOD SELIG** ("AD").

**ARTICLE I
PURPOSE**

The **UNIVERSITY** and **AD** have entered into this Employment Contract because the **UNIVERSITY** desires to hire **AD** for a period of four years, with **AD's** assurance that he will serve the entire term of this Employment Contract, a long-term commitment by **AD** being critical to the **UNIVERSITY's** desire to run a stable athletic program.

The **UNIVERSITY** and **AD** agree that the Director of Athletics at Western Kentucky University conducts his professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny by the public and the media and control by external rules and regulations. These circumstances justify job security and commitment by **AD** longer than one year, but less than a continuous appointment. For these reasons, the **UNIVERSITY** has agreed to employ and **AD** has promised to be employed by the **UNIVERSITY** upon the following terms and conditions.

AD shall be an unclassified state employee with the terms of his employment restricted solely to this Amended Employment Agreement. It is understood and agreed that **AD's** sole grievance rights shall be as set forth in 5.07 herein and that **AD** hereby waives any and all grievance rights under the University's internal grievance procedures. Furthermore, **AD** understands and acknowledges that his employment with the University is not a tenure-track position and will not lead to tenure.

**ARTICLE II
POSITION**

2.01 **DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

A. **RECOGNITION OF DUTIES**

AD agrees to be a loyal employee of the **UNIVERSITY**. **AD** agrees to devote his best efforts full time to the performance of his duties for the **UNIVERSITY**, to give proper time and attention to furthering his responsibilities to the **UNIVERSITY**, and to comply with all rules, regulations, policies, and decisions established or issued by the **UNIVERSITY**. **AD** also agrees that, notwithstanding any other provisions of this agreement, during the term of this Employment Contract, he will not engage, directly or indirectly, in any personal or professional conduct, behavior, or business which would detract from his ability to apply his

best efforts to the performance of duties hereunder or bring disrepute upon the **UNIVERSITY**.

B. GENERAL DUTIES AND RESPONSIBILITIES

During the period in which the **UNIVERSITY** employs **AD** as Athletic Director, **AD** agrees to undertake and perform all duties and responsibilities attendant to the position of Athletic Director as set forth herein.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS ATHLETIC DIRECTOR

As of the beginning of this Employment Contract, the duties and responsibilities assigned to the **AD** in connection with the position of Athletic Director are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the University with his most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the President and perform his duties and responsibilities in a manner consistent with State and University rules, regulations, and policies.
2. Be primarily responsible for all aspects of the University's athletic program including budget, scheduling, supervision, evaluation, and performance of all athletic staff.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference, or any other athletic conference the **UNIVERSITY** may choose to enter, as well as all University rules and regulations relating to the conduct and administration of the University's athletic program. In the event that **AD** becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules or regulations may have taken place, he shall report the same promptly to the President of the **UNIVERSITY**.
4. Use his best efforts to ensure that all academic standards, requirements, and policies of the University are observed by him and by members of the coaching staff at all times, including those in connection with the recruiting and eligibility of perspective and current student athletes for athletic programs, and ensure that said standards, requirements, and policies are not compromised or violated at any time.
5. Use his best efforts, in conjunction with the University, to ensure that all student athletes recruited for athletic programs are provided proper academic counseling and are encouraged and given every opportunity to meet the degree requirements necessary to graduate from the University.

6. Use his best efforts to ensure that his student athletes conduct themselves in a manner that will reflect a positive image for the University at all times during their tenure as participants in the University's athletic program.
7. Use his best efforts to keep public statements complementary to the athletic program and to the University.
8. Use his best efforts to establish and maintain a frequent and systematic program of personal communication with the University's student body, faculty, and staff.
9. Attend a minimum of twenty (20) functions each year throughout Kentucky and other states as scheduled and as mutually agreed upon by the parties, with either the Western Kentucky University Alumni Association, Hilltopper Athletic Foundation, W Club or other similar organizations, and represent the University from time to time in public relations duties which relate to various University programs including appearances before civic and student groups.

2.02 **DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS**

If **AD** is found to be in violation of NCAA or Conference rules and regulations, **AD** shall be subject to disciplinary and/or corrective actions by the **UNIVERSITY**.

2.03 **REPORTING RELATIONSHIPS**

The parties (without delineating the particular terms and conditions) acknowledge that each party will use its best efforts and will cooperate with the other to provide the following support for the **UNIVERSITY's** athletic programs.

- A. **AD's** immediate supervisor for purposes of implementing the Contract shall be the President of the **UNIVERSITY**; all matters pertaining to the operation of the **UNIVERSITY's** athletic programs shall be subject to the direction and control of the President.
- B. The overall policy of the entire athletic program shall remain the exclusive prerogative of the **UNIVERSITY**. The **AD** shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the **UNIVERSITY**.
- C. **AD** shall have supervisory responsibility to oversee decisions relating to choice and scheduling of opponents, means of travel to be employed by team members and coaching staff, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of any phase of the athletic program. It is specifically agreed and understood that travel arrangements shall be made in conformance with all University policies pertaining thereto, including any contractual agreements between the University and any travel agency.

D. **AD** shall have the right to release, hire, and retain athletic staff in conformance with all University policies and subject to the approval of the President of the **UNIVERSITY** and the **UNIVERSITY's** Board of Regents.

E. **AD** shall have primary responsibility for developing the budget annually for the athletic programs subject to the approval of the President and the Board of Regents. Further, if the University at any time decides to change its competitive status under the NCAA rules, regulations, and/or constitution regarding competition, (e.g., the University's Men's Basketball program becomes Division II basketball) to any status lower than Division I in all sports other than football, or Division IAA in football, the **AD** shall have the right to terminate this agreement immediately and all payment provisions or obligations of either party herein shall be null and void.

ARTICLE III TERMS OF EMPLOYMENT

The term of this Amended Employment Contract shall be for a period beginning on the 1st day of July, 2004, and expiring on the 30th day of June, 2008. If circumstances do not exist that would justify dismissal for cause under paragraph 5.01 during the first year of this Contract, the **UNIVERSITY** shall extend this Contract by one additional year in 2005, or through 2009.

ARTICLE IV COMPENSATION / BENEFITS / BONUSES

In consideration for the promises he has made in entering into this Employment Contract, **AD** shall be entitled to the following forms of compensation, base salary payments, benefits, and bonuses.

4.01 SALARY AND BENEFITS

The salary paid by the **UNIVERSITY** to **AD** for services and satisfactory performance of the terms and conditions of this Amended Employment Contract shall be one hundred, twenty-two thousand, four hundred and thirty dollars and no cents (\$122,430.00), effective July 1, 2004, and shall be payable in equal monthly installments during the period of this Contract and made in conformity with the payroll procedure of the **UNIVERSITY**. **AD** will be reviewed for his performance on an annual basis, and assuming funds are available, will be given a raise appropriate and in accordance with the **UNIVERSITY** performance evaluation and compensation policies.

A. **AD** shall be eligible to participate in a group insurance, retirement, and voluntary payroll-deduction program on the same basis and with the same University contributions that apply to the **UNIVERSITY's** non-academic administrative staff.

B. The UNIVERSITY shall furnish to AD, for his use on a loan basis during the term of his Amended Employment Agreement, an automobile and shall pay for automobile liability and comprehensive insurance and taxes, if applicable, upon said vehicle.

C. **DEFERRED INCENTIVE PAYMENT PLAN / 457(f) PLAN.** A Deferred Payment / 457(f) Plan shall be created and structured as an incentive for AD to remain with the University for the terms of the Agreement and thereby provide stability to the University's intercollegiate athletic program and allow the full dedication of AD's resources to address and implement the goals and visions of the University. Therefore, in addition to the AD's base salary, the sum of \$15,000 shall be placed annually into a 457(f) compensation plan account. Upon completion of the years of service indicated below from the first date of this Amended Contract, July 1, 2004, the AD shall be entitled to the following amounts, less appropriate state, local, and federal withholdings on any deposits or earnings accrued as of the date of payment to the AD.

One year	Twenty percent (20%) of the fund
Two years	Forty percent (40%) of the fund
Three years	Sixty percent (60%) of the fund
Four years	Eighty percent (80%) of the fund
Five years and each year thereafter	One hundred percent (100%) of the fund

All payments shall be made to the AD in the form of additional compensation. If the AD's employment relationship with the University ends for any reason in either the first, second, third, or fourth year of employment as provided in Article V, the AD will be entitled only to the amount of funds indicated above for each completed year of service and any further obligations of the University as herein stated are null and void and all remaining funds accrued hereunder shall revert to the University.

4.02 **AD Supplemental Salary Payments**

A. **REVENUE GENERATED**

The AD shall be entitled to a supplemental salary payment equal to 3% of new revenue generated over current revenue each year as evidenced by the base Athletic Department budget ending June 30, 2004. The AD shall also be entitled to a supplemental salary payment equal to 1% of sustained revenues in succeeding years based upon the 1998-1999 baseline, in the amount of \$1,249,919. Said payment shall be paid on or before the 31st day of December following the end of the fiscal year on June 30. For purposes of this calculation, the total revenue from 2003-2004 agreed upon baselines will be based upon the following revenue sources, as of June 30, 2004:

- 1) Parking - All events
- 2) Licensing
- 3) Multi-Media Rights
 - Radio
 - Television
- 4) Marketing
 - Affinity Programs
 - Pouring Rights
 - Shoe and Apparel
 - Internet
 - Television
- 5) Game Guarantees
 - Football
 - Men's Basketball
 - Women's Basketball
 - Other Sports
- 6) Concessions - Net Revenue
- 7) Tickets (including Postage & Surcharges)

B. ADDITIONAL SALARY SUPPLEMENTS: POST-SEASON COMPETITION / CHAMPIONSHIPS / RANKING

The AD shall be entitled to an additional supplemental salary payment as follows:

<u>Sport</u>	<u>NCAA Post-Season Competition</u>	<u>NCAA Championship</u>
Men's Basketball	One month's salary	\$25,000.00
Women's Basketball	One month's salary	\$25,000.00
Football (Div. IAA or Bowl)	One month's salary	\$25,000.00
All other sports	\$2,500.00	\$5,000.00
 <u>Additional</u>		
Conference All Sports Championship	One month's salary	
NACDA Top 100 Ranking	\$2,500.00	

C. BALANCED BUDGET

The AD shall be entitled to an additional supplemental salary payment of \$10,000 for finishing the fiscal year on June 30 with a balanced budget which requires no additional non-athletic department funds (exclusive of the usual and customary increases allocated for University employee salary adjustments and tuition driven increases to Athletic scholarships) at the end of the fiscal year. The Athletic Department and Hilltopper Athletic Foundation reserve funds may be used on an annual basis to create a year end balanced budget. The balanced budget must be net of all supplemental salary payments and/or bonuses due and/or payable to the AD or any other person associated with the Athletic Department in that fiscal year.

D. ATTENDANCE / TICKET SALES

The AD shall also be entitled to a supplemental salary payment each year in the amount of five percent (5%) of new documented increase in ticket revenue for all ticketed men's and women's sports programs (currently, basketball, football, baseball, soccer, volleyball, and softball) based upon revenue as reported to the NCAA for 2003-2004 (through June 30, 2004) in the first year. Thereafter, payment shall be based upon ticket revenue as reported for the previous year, and the AD will be eligible for a salary supplement equal to 2 ½ percent of sustained ticket revenue growth, retroactive to the 1998/1999 reported ticket revenue baseline, in the amount of \$542,406.

For purposes of these calculations, the following revenue sources will be considered:

Tickets

Men's Basketball ticket sales

Women's Basketball ticket sales

Football ticket sales

Baseball ticket sales

Men's Soccer ticket sales

Women's Soccer ticket sales

Volleyball ticket sales

Women's Softball ticket sales

E. FACILITIES

The AD shall also be entitled to a supplemental salary payment in the following amounts, as indicated:

Final completion of all construction elements in the renovation of Diddle Arena	\$25,000
Complete all phases of the renovation/construction of L.T. Smith Stadium	\$25,000
Final completion of baseball facilities (locker rooms, coaches offices expanded permanent seating, scoreboard- all phases) by June 30, 2009, and financed within a balanced athletic department budget (current and projected.)	\$10,000
Final completion of soccer facilities (locker rooms and coaches offices - all phases) by June 30, 2009, and financed within a balanced athletic department budget (current and projected.)	\$7,500
Final completion of softball facilities (locker rooms and coaches offices - all phases) by June 30, 2009, and financed within a balanced athletic department budget (current and projected.)	\$7,500

F. PAYMENT OF SUPPLEMENTAL SALARY PAYMENT(S)

Supplemental salary payments shall be paid from the unrestricted Athletic Department funds set aside for the use and benefit of the Athletic Department and in accordance with the payroll procedures of the UNIVERSITY. It is specifically agreed and understood that the AD's

earned supplemental salary payment(s) shall be drawn from the revenue category for which the bonus is earned, where applicable. In the event this Contract is terminated by the **UNIVERSITY** or **AD**, either with or without cause prior to its expiration date, it is agreed and understood that any and all supplemental salary payments provided for herein shall be null and void, with final compensation paid according to termination date calculations.

4.04 **OPPORTUNITIES TO EARN OUTSIDE INCOME**

While **AD** is representing the **UNIVERSITY** as Athletic Director, he shall have the opportunity to earn outside income as a result thereof, but only upon the following terms and conditions.

General provisions concerning outside income. The following general terms and conditions shall apply to each case in which **AD** seeks to or makes arrangements to earn outside income as a result of his being Athletic Director:

- A. **UNIVERSITY OBLIGATIONS ARE PRIMARY.** Such outside activities shall not interfere with the full and complete performance by **AD** of his duties and obligations as a University Athletic Director, recognizing always that **AD's** primary obligations lie with the **UNIVERSITY** and its students;
- B. **NCAA RULES CONTROL.** In no event shall **AD** accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, group, corporation, Hilltopper Athletic Foundation, or Alumni Association if such action would violate NCAA legislation. The constitution, bylaws, rules, and regulations or interpretations thereof shall automatically apply to the agreement;
- C. **UNIVERSITY APPROVAL IS REQUIRED.** **AD** shall obtain the advance written approval from the President of the **UNIVERSITY** before entering into such agreements. Approval shall not be unreasonably withheld;
- D. **UNIVERSITY IS NOT LIABLE.** Such activities are independent of **AD's** employment at **UNIVERSITY** and the **UNIVERSITY** shall have no responsibility nor bear any liability for any claims arising therefrom;
- E. **REVENUES.** Except for the limitations on such outside compensation as established by or set forth in this agreement and in the constitution, bylaws, rules and regulations, and interpretations thereof of the **UNIVERSITY**; the Sun Belt Conference, or any other conference the **UNIVERSITY** may choose to enter; and the NCAA, **AD** shall be entitled to retain all revenues generated by such outside activities.

F. OTHER INCOME

1. Commercial, Apparel, and Equipment Endorsements - AD may undertake commercial endorsements of products and services in which he identifies himself as the Athletic Director of the UNIVERSITY and may retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing UNIVERSITY contracts, do not discredit or embarrass the UNIVERSITY, do not extend beyond the term of this Amended Employment Agreement, would be coterminous with AD's termination of employment as Athletic Director at the UNIVERSITY, and are subject to the UNIVERSITY's trademark and licensing program, and the prior approval of the UNIVERSITY's President. Also, AD may retain any monies offered by apparel or equipment manufacturers or sellers (other than shoes) in exchange for his endorsement of the apparel or equipment or his agreement to consult with the manufacturer or seller concerning the design and/or marketing of such apparel or equipment provided that such agreements are in writing, do not conflict with existing UNIVERSITY contracts, do not extend beyond the term of the Amended Employment Agreement, would be coterminous with AD's termination of employment as Athletic Director at the UNIVERSITY, and are subject to the UNIVERSITY's trademark licensing program and the approval of the UNIVERSITY's President.
2. Income from Speeches, Appearances, and Written Materials - AD shall be entitled to deliver, make and grant speeches, appearances, media interviews, and to write and release books and magazines and newspaper articles or columns and retain any and all income derived therefrom. Any speech given pursuant to this paragraph must be given by AD in his individual capacity, not his official capacity as the Athletic Director for the UNIVERSITY. Furthermore, it is expressly understood and agreed that this paragraph does not pertain to any speech or appearance at a UNIVERSITY-sponsored or affiliated function, including that AD attends pursuant to Paragraph 2.01(C)(9), herein.

ARTICLE V
TERMINATION

AD recognizes that his promise to remain the UNIVERSITY'S Athletic Director through the entire term of the Amended Employment Agreement is of the essence. It is also recognized, however, that certain limited circumstances may make it appropriate for the UNIVERSITY to terminate this Amended Agreement prior to the completion of its entire term.

5.01 **TERMINATION BY UNIVERSITY FOR JUST CAUSE**

The UNIVERSITY shall have the right to terminate this Amended Employment Agreement for just cause prior to its normal expiration date. The term "just cause" shall be defined as follows:

- A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
- B. Intentional serious violation of any law, rule, regulation, constitutional provision by the NCAA;
- C. Intentional serious violation of any law, rule, regulation, constitutional provision, bylaw, or interpretation of the UNIVERSITY, the Sun Belt Conference or the NCAA by a member of the athletic staff or any other person under the AD's supervision and direction, including student athletes in the athletic program, for which AD had prior actual knowledge.
- D. Deliberate violations of any duties or responsibilities outlined in this Amended Employment Agreement or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the UNIVERSITY.

5.02 **UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE**

In the event this Amended Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary shown in Section 4.01. AD shall not be required or obligated to perform any further service or duties for the UNIVERSITY to be entitled to the "severance fee." In any meeting between UNIVERSITY official(s) and AD, relating to termination for cause, both the UNIVERSITY and AD have the right to have representation by legal counsel present.

5.03 **TERMINATION BY UNIVERSITY WITHOUT CAUSE**

The UNIVERSITY shall have the right to terminate this Employment Contract prior to its normal expiration date without cause. Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01. Termination by the UNIVERSITY without cause shall be effectuated by delivering to the AD written notice of the UNIVERSITY's intent to terminate this Contract without cause. Such notice shall be delivered by no later than **February 1** of the year the Contract is to be terminated by the UNIVERSITY.

5.04 **LIQUIDATED DAMAGES UPON TERMINATION BY UNIVERSITY WITHOUT CAUSE**

If the UNIVERSITY terminates this Contract without cause prior to its expiration date in

accordance with the provisions of Section 5.03 hereof, the **UNIVERSITY** shall pay to **AD**, as liquidated damages, a sum equal to one year's (annual) base salary of the **AD** as of the date of termination, plus any supplemental salary payments which have accrued to the **AD** as of the date of termination, to be paid in equal monthly installments for the remaining term of the contract. If less than one year is remaining on the contract term, then the University shall pay **AD** this sum on a prorated basis (1/12th) for the remaining months of that year, plus any supplemental salary payments which have accrued to the **AD** as of the date of termination. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

In no case shall the **UNIVERSITY** be liable for the loss of any collateral business opportunities, supplemental salary payments not yet earned or accrued, or any other benefits, perquisites, or income resulting from activities such as, but not limited to, media appearance, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the **UNIVERSITY'S** termination of this Contract without cause, unless such termination is found to be in violation of any terms or provisions of this Contract.

5.05 **LIQUIDATED DAMAGES UPON TERMINATION BY AD WITHOUT CAUSE**

If **AD** terminates this Contract without cause prior to its expiration on the 30th day of June, 2008, or June 30, 2009, if this Agreement has been extended pursuant to Article I, and within one (1) calendar year of the date of his termination he accepts or undertakes any other employment directly in the field of college or professional athletics, including, but not limited to, another intercollegiate or professional athletic administrative position or an intercollegiate athletic development position, **AD** shall pay to the **UNIVERSITY**, at the discretion of the President, as liquidated damages, a sum equal to the six (6) months of the annual base salary of the **AD** as of the date of termination, to be paid in equal monthly installments for the remaining term of the contract, unless otherwise mutually agreed in writing.

In all events, if less than one year is remaining on the contract term, then **AD** will pay the **UNIVERSITY** the required sum on prorated basis (1/12th) for the remaining months of that year, unless otherwise mutually agreed in writing. Failure to timely pay such liquidated damages shall constitute a breach of this Agreement and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

In addition to the obligations agreed upon herein above, should **AD** terminate this Contract under the provisions of this paragraph, **AD** agrees to use his best efforts at the hiring institution to schedule (2) two-year home / home game series between the men's and women's basketball teams and (1) one home / home game series for the football team (provided the University's football team competes at the same

NCAA Division I level as the hiring institution) of the college/university which employs him and the University's men's and women's basketball team and the University's football team, with no requirement for financial remuneration on the part of either that college / university or the University.

If **AD** terminates this Agreement without cause and within one (1) calendar year of the date of his termination he does not accept or undertake any other employment in the field of college or professional athletics, including, but not limited to, another athletic administrative position or an athletic development position, **AD** shall have no financial obligations as provided in this paragraph.

5.06 **UNIVERSITY APPROVAL REQUIRED PRIOR TO NEGOTIATION WITH OTHER SCHOOLS OR EMPLOYERS**

The parties agree that should another Athletic Director or other sports-related employment opportunity be presented to **AD** or should **AD** be interested in another athletic position during the term of his Amended Employment Agreement, **AD** must notify the **UNIVERSITY's** President of such opportunity or interest and obtain permission from the President before any discussions can be held by **AD** with anticipated athletic position principals, which permission shall not be unreasonably withheld.

5.07 **ARBITRATION**

It is specifically agreed and understood that any controversy or claim arising out of or relating in any way to this agreement or the breach of this agreement shall be settled by arbitration, in accordance with the rules of the American Arbitration Association. The issue pertaining to the arbitration should not be changed until the arbitrator issues a final ruling to all parties.

**ARTICLE VI
MISCELLANEOUS**

6.01 **AMENDMENTS TO AGREEMENT**

This Amended Employment Agreement can only be altered or amended by written agreement between **AD** and the **UNIVERSITY's** designated representative.

6.02 **UNIVERSITY RETAINS ALL MATERIALS AND RECORDS**

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, or any other material or data furnished to **AD** by the **UNIVERSITY** or developed by **AD** on behalf of the **UNIVERSITY** or at the **UNIVERSITY's** direction of the **UNIVERSITY's** use or otherwise in connection with **AD's** employment hereunder are and shall remain the sole and confidential property of the **UNIVERSITY** unless otherwise mutually agreed in writing. Within thirty (30) days of the expiration of the term of this Agreement or its earlier termination as provided herein, **AD** shall immediately cause any such materials in his possession or control to be delivered to the **UNIVERSITY**. Nothing herein shall be construed to prohibit access to any documents which are accessible under the provisions of the Kentucky Open Records laws.

6.03 **TAX LIABILITIES**

AD shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Agreement.

6.04 **LAWS OF THE COMMONWEALTH OF KENTUCKY**

This Agreement shall be interpreted under the Laws of the Commonwealth of Kentucky, and if any provision of the Agreement may be prohibited, this shall not invalidate the remaining provisions of the Agreement.

6.05 **ACKNOWLEDGMENT**

AD acknowledges that he has read and understands the foregoing provisions of this Agreement, that he has been afforded and has exercised the opportunity to consult with personal legal counsel, that the provisions are reasonable and enforceable, and he agrees to abide by this Agreement and the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Agreement as of the date set forth below.

WESTERN KENTUCKY UNIVERSITY

BY: _____
GARY A. RANSELL
PRESIDENT

DATE: _____

ATHLETIC DIRECTOR

BY: _____
CAMDEN WOOD SELIG
ATHLETIC DIRECTOR

DATE: _____

Western Kentucky University
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made as of the 26th day of April, 2004, by and between Western Kentucky University (hereinafter "Western Kentucky University" or "the University") and Donald W. Swoboda (hereinafter referred to as "Dean").

WITNESS

WHEREAS, Donald W. Swoboda has agreed to be employed as Dean of the Division of Extended Learning and Outreach of Western Kentucky University under the terms and conditions set forth in this agreement; and,

WHEREAS, the parties desire to record the terms and conditions of this employment in an Employment Agreement (herein "the Agreement");

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Western Kentucky University and Dean covenant and agree as follows:

1. **EMPLOYMENT**. Pursuant to the terms and conditions of this Agreement, Western Kentucky University agrees to employ Donald W. Swoboda as the Dean of the Division of Extended Learning and Outreach, and Dean agrees to serve in the capacity and to render services to the University as set forth herein.
2. **TERM**. The initial term of employment will commence on July 1, 2004, and will end on **June 30, 2008**. The parties agree that the Dean's position shall not be a tenure track or tenured position. If circumstances do not exist which would justify dismissal for cause during the first year of this agreement (2004-2005), the University and the Dean agree that the term of this Agreement shall be extended by one additional year at the end of the first year of this agreement (i.e. through June 30, 2009.)
3. **DUTIES**. The Dean shall well and faithfully serve the University in such capacity as aforesaid; and shall at all times devote his whole time, attention, and energies to the management, superintendence, and improvement of the University's Division of Extended Learning and Outreach, to the utmost of his ability, and shall do and perform all such services, acts, and things connected therewith. Participation in any outside organizations, associations, clubs, or groups shall be consistent with the importance and dignity of a Dean position.

4. **COMPENSATION**.

A. **BASE SALARY**. Commencing July 1, 2004, the Dean's annual salary shall be one hundred ten thousand dollars and no cents (\$110,000.00). The Dean's base salary for subsequent years will be reviewed and established annually, with such annual adjustment to be effective on July 1 of that year, to at least the average percentage (allocated for merit) salary increase granted to the faculty at Western Kentucky University.

B. **DEFERRED INCENTIVE PAYMENT PLAN / 457(f) PLAN**. A Deferred Payment / 457(f) Plan shall be created and structured as an incentive for Dean to remain with the University for the terms of the Agreement and thereby provide stability to the position and allow the full dedication of Dean's resources to address and implement the goals and visions of the University for the Division of Extended Learning and Outreach. Therefore, in addition to the Dean's base salary, the monthly cash value of five percent (5%) of the annual base salary shall be placed into a 457(f) compensation plan account. Upon completion of the years of service indicated below from the first date of the Dean's employment, July 1, 2004, the Dean shall be entitled to the following amounts, less appropriate state, local, and federal withholdings on any deposits or earnings accrued as of the date of payment to the Dean. All deferred compensation

will be forfeited if the contract is not fulfilled due to voluntary resignation of the Dean. If separation is involuntary or based on unsatisfactory performance, the accumulated deferred compensation will be paid for the amount accumulated up to the time of notification of intent to end the contact.

One year	Twenty percent (20%) of the fund
Two years	Forty percent (40%) of the fund
Three years	Sixty percent (60%) of the fund
Four years	Eighty percent (80%) of the fund
Five years and each year thereafter	One hundred percent (100%) of the fund

All payment shall be made to the Dean in the form of additional compensation. If the Dean's employment relationship with the University ends for any reason other than the Dean's voluntary termination (6-E), the Dean will be entitled only to the amount of funds indicated above for each completed year of service and any further obligations of the University as herein stated are null and void and all remaining funds accrued hereunder shall revert to the University.

2. **BENEFITS**. The Dean shall receive maximum benefits accorded to faculty or administrators of the University including, without limitation:
 - A. **Health Insurance; Employee Benefits**. The Dean shall be entitled to participate in the University's health insurance plan and other employee benefit programs.
 - B. **Retirement**. The Dean will be eligible to participate in KTRS or the University's Optional/Alternative Retirement Plans.
 - C. **Moving / Relocation Expenses**. The University will reimburse the Dean for moving expenses, and Dean agrees to obtain and provide three estimates / bids for such services prior to incurring expenses. The University shall have sole discretion in selecting and retaining a company for moving purposes. In addition, the University shall pay the Dean \$2,500 for relocation expenses. All moving expenses shall be subject to post-audit review by the University.
 - D. **Job Search Assistance**. The University agrees that the Office of Academic Affairs shall provide non-monetary support and assistance to the Dean's spouse in job search activities such as networking, introductions, etc.
 - E. **Unit Professional Memberships**: Participation in any outside organizations, associations, clubs, or groups shall be consistent with and in support of Dean's duties, and shall be funded by the Division of Extended Learning and Outreach. Any paid directorships, board memberships, or consultancies are to be assumed only with the prior approval of the University. Personal or individual professional membership fees or dues shall be the sole responsibility of the Dean.
 - F. **Computer Support**. During the term of this Agreement, the University will provide the Dean with either a laptop or a PDA, in addition to the usual and customary computer equipment that would be provided to a Dean and maintained in a Dean's office.
 - G. **University Travel**. The Dean shall be paid a stipend in the amount of \$80.00 per month for mileage and travel expenses related to local travel (i.e. within Warren County). This amount will be reviewed and adjusted annually based on documented travel needs. Travel in excess of twenty miles (one way) outside of Warren County shall be reimbursed at the state rate under the University's travel reimbursement policies and procedures. Travel expenses related to professional development shall be reimbursed from the budget of the Division of Extended Learning and Outreach. All travel shall be subject to post-audit review by the University.

6. **TERMINATION / SEPARATION.**

- A. **Unsatisfactory Performance:** The University may remove the Dean for unsatisfactory performance. Should the Dean receive an unsatisfactory performance evaluation, the University shall have the option to either provide the Dean with six months notice of its intent to terminate and provide the Dean with a Plan of Improvement to address the performance deficiencies, or immediately remove the Dean and pay the Dean a sum equal to six months of his base salary as of the date of the unsatisfactory evaluation.
- B. **Immoral / Illegal Conduct:** If the Dean engages in conduct or activity that the University deems is either immoral or illegal, the parties agree that this shall constitute cause to terminate the Agreement, and the University may cancel this Agreement immediately.
- C. **Financial Exigency:** If the University determines to eliminate the Division of Extended Learning and Outreach due to financial exigency or the Division's inability to generate sufficient revenue to maintain its operations, the University shall have the right to terminate this Employment Agreement prior to its normal expiration date. In the event the University determines to termination under these circumstances, the University shall provide the Dean with one year's notice of its intent to terminate.
- D. **Termination by University without Cause:** If the University terminates this Agreement without cause prior to its expiration date, the University shall pay to Dean, as liquidated damages, a sum equal to one year of his current base salary as of the date of termination. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities, or from any other sources that may ensue as a result of the University's termination of this Agreement.
- E. **Termination by Dean:** If the Dean terminates his employment relationship and this agreement with the university prior to its expiration, with or without cause, any sums that would have accrued to the Dean under the provisions of paragraph 4(B) shall be deemed waived and forfeited by the Dean .

7. **COMPLETE AGREEMENT.** The Agreement constitutes the complete Agreement between the parties and incorporates all prior discussions, agreements, and representations made in regard to the matters set forth herein. This Agreement shall not be amended, modified, or changed except upon the mutual consent of the Dean and the University. Any amendment to modification, to be effective, must be reduced to writing and signed by all parties to this Agreement.

8. **BOARD OF REGENTS APPROVAL:** The parties agree and understand that the terms of this Employment Agreement are subject to its recommendation by the President of the University to the Board of Regents, and contingent upon approval of the Board at its next regular meeting following the date the Agreement is executed

This agreement entered into this 26th day of April, 2004 by:

Donald W. Swoboda

Barbara G. Burch, Provost
Authorized Representative

EXHIBIT IV
BOR Minutes - 7/30/04

COMMITTEE ON EQUAL OPPORTUNITIES
QUANTITATIVE WAIVER REQUEST

Calendar Year – 2004

1. Kentucky Resident African American Undergraduate Enrollments

	F99	F00	F01	F02	Objective
African-American	797	862	953	1,024	----
% of Total	7.4%	7.8%	8.3%	8.3%	7.0%

Continuous Progress Status: Achieved
System Enrollment of First-Time Freshmen: 8.0%
Campus Diversity Factor: +50

- A. Was the Objective met? Yes X No _____
- B. If NO, provide the reasons why this objective was not met.
- C. Give specific and detailed methods for meeting this objective by the next calendar year.

4. Retention of First-Year Kentucky Resident Students

	F99/F00	F00/F01	F01/F02	F02/F03	Objective
African-American	129 of 181 71.3%	152 of 222 68.5%	161 of 238 67.6%	148 of 234 63.2%	65.9%
White	1,336 of 1,929 69.3%	1,312 of 1884 69.6%	1,407 of 1,950 72.2%	1,518 of 2,126 71.4%	65.9%

Continuous Progress Status: Not Achieved

- A. Was the Objective met? Yes _____ No X
- B. If NO, provide the reasons why this objective was not met.

As the enrollment of students has increased rapidly in the past few years at Western Kentucky University, the number of excellent students has increased. However, the number of students enrolling with deficiencies in academic preparation has also increased greatly. Coupled with this increase in numbers of at-risk students was the decision to change the Freshman Experience course from required to “not required” for all students. The Freshman Seminar is a course designed to assist students in transitioning from high school to the university. Many African American students did not enroll in the course when it became an elective course. Various sets of data within the university show a high correlation between first year retention of African American students and enrollment in the Freshman Experience course.

- C. Give specific and detailed methods for meeting this objective by the next calendar year.

All first year students in all 100-level courses are evaluated by the faculty in the Sixth Week Assessment. Factors evaluated include class attendance, need for tutoring, and a “D/F” grade indication. If any of those factors are noted for students, it has been anticipated that faculty advisors and freshman seminar instructors will personally meet with each student and strongly encourage some kind of intervention to encourage success. To ensure that personal interaction and advising occurs, the

members of the Kentucky Plan Task Force personally contacted each first year Kentucky native African American student during the Spring 2004 semester and will do so during the Fall 2004 semester to provide any necessary encouragement and suggest appropriate interventions.

Review of data shows those African American students who participated in the university's University Experience Program and the Master Plan program held the week prior to the beginning of the Fall Semester) also have higher retention rates. Some students do not attend and participate in Master Plan because of the cost. Efforts are being made to ensure that any African American student needing financial support for the costs of Master Plan will have that support provided through the Kentucky Plan funding or through other sources. In light of the data that shows the positive impact on retention of students participating in the University Experience Program, an immediate review will be undertaken to determine the feasibility of requiring enrollment in this Program for all students who are likely to derive particular benefits from it.

In addition to those initiatives, Enrollment Management staff and faculty and staff in other units will be piloting a new predictive system for student success. REDAIM (Retention Evaluation Data Analysis and Information Management System) is a tool for the description and analysis of student information. Faculty-based ongoing research determines the student probabilities of being retained from fall to spring semesters and from fall to fall semesters. In the pilot year of this system, the 2004 Fall semester, interventions are planned for the student in advance rather than the usual remediation efforts after a student has been unsuccessful.

More intensive use of the retention programs in the Academic Advising and Retention Center will be required for students at-risk. The Partner Program intervenes with first year students subject to academic dismissal because of poor academic performance for two consecutive semesters. As an alternative for sitting out of the university for one semester, those students are invited to participate in the Partner Program during the Fall semester of their second year. The Partner Program last for two semesters for those who successfully complete the fall semester. Students who elect to participate in the Partner Program are required to sign a contract agreeing to numerous conditions, including interactions with parents/guardians. In the 2003 fall semester, 62 students participated with 18 being African American. More than 80 percent of the students successfully completed the semester.

The Learning Center (TLC) promotes student learning, academic success and student retention through several services to WKU students. Services provided include: a) an open learning lab where students can drop by to receive help in specific subject areas, b) one-on-one tutoring providing individualized attention focused on the students' specific academic needs, c) help with building academic skills such as test taking, time management and study skill enhancement, and d) website with many learning resources. The software, Accutrak, was purchased to track student usage of The Learning Center. During the fall semester, 20 percent of the students using The Learning Center were African Americans. This percentage does not include students in the Partner Program who are required to use the TLC services.

Even more attention needs to be focused on the individual student needs. Beginning in the fall of 2003, the STEPS program was initiated. Success Through Evaluation, Placement and Support (STEPS) was designed to promote student success and retention of first year students who had been identified as needing extra support. Chosen for STEPS were students who had ACT subscores below 18 in reading and English. All of these students are preregistered in appropriate level English and reading courses. The Learning Center usage is required of these students for tutoring and for receiving study and time management skills. Parents of students are encouraged to attend the parents program during the registration day. Information to help parents support their students in STEPS is sent periodically throughout the semester. 42 of the 141 participating students were African Americans.

The Office of Diversity Programs will continue to assist university efforts to reduce the attrition of African American students. Through ODP programming and student interactions, African American students will become aware of resources that are specifically designed to aid them academically, socially and culturally. A newsletter will also be distributed to African American parents informing them of important dates, phone numbers and resources available to students. The Office of Diversity Programs will also connect students with African American faculty, staff and alumni to assist with mentoring and career exploration. The initiatives by ODP are early interventions intended to strengthen African American students' awareness and use of university retention resources.

It is anticipated that these plans and others will enable progress to occur in the retention of Kentucky native African American students.

4. Retention of all Kentucky Resident Undergraduate Students

	F99/F00	F00/F01	F01/F02	F02/F03	Objective
African-American	581 of 778 74.7%	624 of 843 74.0%	693 of 932 74.4%	695 of 991 70.1%	74.5%
White	7,412 of 9,512 77.9%	7,588 of 9,683 78.4%	8,119 of 10,038 80.9%	8,419 of 10,609 79.4%	74.5%

Continuous Progress Status: Achieved

- A. Was the Objective met? Yes X No _____
- B. If NO, provide the reasons why this objective was not met.
- C. Give specific and detailed methods for meeting this objective by the next calendar year.

4. Six-Year Graduation Rate for Degree-Seeking Kentucky Residents-Fall 1997 Cohort

	99-00	00-01	01-02	02-03	Objective
African-American	27 of 97 27.8%	71 of 178 39.9%	54 of 167 32.3%	35 of 115 30.4%	44.1%
White	1,143 of 1,803 63.4%	1,395 of 2,304 60.5%	807 of 1,741 46.4%	701 of 1,393 50.3%	44.1%

Continuous Progress Status: Not Achieved

- A. Was the Objective met? Yes _____ No X
- C. If NO, provide the reasons why this objective was not met.

Many Kentucky African American students as well as Caucasian students are first generation college students. They lack family support and encouragement that motivates persistence. This leads to dropping out. The CEO report to the university indicated that African American students believe support is present in the university at the first and second year levels, but that same support system for juniors and seniors is perceived to be lacking. Coupling lower than desired first year retention with perceived lack of support at the upper class level, many students drop out. Some students report the need for better advising. Overall student and alumni evaluations of faculty advising have been lower than desired.

As has been mentioned in the Retention goal above, many students including African American students, come to the university with inadequate academic preparation. These students must take several developmental courses in order to have reasonably good possibilities of academic success. This does delay their progress toward graduation.

Perhaps our goals are difficult to reach as they are higher than most other universities' graduation goals in Kentucky. Regardless, Western Kentucky University is striving to reach this goal and will make additional resources available to accomplish this goal.

C. Give specific and detailed methods for meeting this objective by the next calendar year.

Realizing that this group is the cohort of 1998, it is anticipated some of the initiatives implemented in the past may be helpful. *Taking Aim* is an initiative where the progress toward graduation for all students remaining in the cohort is reviewed. All students, within the cohort who are still enrolled are contacted regarding their graduation status. If needs are determined that remain as obstacles, interventions are suggested to accelerate progress toward graduation. The members of the Kentucky Plan Task Force will contact students who may be close to graduation but are not registered or enrolled. Those students will be encouraged to continue progress toward a degree and will be asked if there are any interventions that might be helpful.

The Office of Diversity Programs and the Academic Advising and Retention Center are implementing a joint initiative for additional student support that will receive funding through the Kentucky Plan Task Force. Through the program, STEPS2, junior and senior African American students will be asked to come in for tutoring through existing facilities. Working jointly with the Career Services Center, students will receive career guidance and counseling. The key point of the program will be a cooperative effort with the Office of Alumni Relations. Successful African American alumni will be brought to campus as role models to speak to the students about their careers and the personal actions and initiatives necessary for career success. Networking and opportunity awareness will be stressed. This initiative should address the CEO reported issue of a perceived need for more support for African American students during their upper class years.

Workshops on excellence in faculty advising will also be conducted for faculty advisors. In addition, the University will be purchasing the equipment for implementing automated degree audit. This technology will allow near error-free understanding of the courses needed for completion of the degree and should help eliminate the enrollment in courses that do not satisfy degree requirements. This implementation will be a two year process that will not impact the next two years' cohorts of students graduation rate but will provide support for future improved graduation rates.

Through these efforts, the university expects increased graduation rates.

1. Kentucky Resident Graduate Student Enrollments

	F99	F00	F01	F02	Objective
African-American	71	80	80	76	-----
Total (AA+W)	1,929	1,936	1,925	1,979	-----
%African-American	3.7%	4.1%	4.2%	3.8%	5.2%

Continuous Progress Status: Not Achieved

A. Was the Objective met? Yes _____ No X

B. If NO, provide the reasons why this objective was not met.

There are several key reasons why this objective was not met and will be difficult to meet in the future. First, assistantships for Graduate Students are still low in terms of amount per assistantship. Generally, students may receive as much as \$12,000 - \$15,000 as a stipend at other competitive universities compared with \$8,000 at Western Kentucky University. Many universities waive most of the tuition whereas WKU does not. There is much competition for excellent graduate students. Funding is the key to competition.

There is also competition from other universities new to the general service area of Western Kentucky University. Some out of state institutions are offering reduced tuition rates for on-line programs that have some question about quality for teacher education. Yet, the goal of increased compensation from advanced rank and degree coupled with a brief completion timeframe make this competitive opportunity one that reduces enrollment and enrollment opportunity for WKU.

Western Kentucky University should offer selective doctoral programs that are needed in the area served by the university. Educational needs at this level for African Americans are not being satisfied because of the lack of proximity doctoral programs to this general area.

- C. Give specific and detailed methods for meeting this objective by the next calendar year.

These events were organized and presented as a collaborative effort by the Offices of Graduate Studies, Diversity Programs, and Academic Affairs. An African American graduate student in the Graduate Studies Office organized the events in September and October 2003. The March 2004 event was organized by Academic Affairs staff and implemented through the Graduate Studies Office.

1. September 7, 2003. Downing University Center 226. Office of Graduate Studies sponsored a fall mixer for new and returning Kentucky African American graduate students. President Ransdell, Dean Elmer Gray and Dr. John Hardin welcomed graduate students. Four African American graduate faculty members were present to welcome the students. Twenty graduate students participated.
2. October 13, 2003. Southwest Hall Board Room. The Office of Diversity Programs, Office of Graduate Studies and University Diversity Advisory Committee co-sponsor "Grow Your Own" Graduate Studies Overview Dinner. In addition to President Ransdell, Graduate Dean Elmer Gray and Dr. John Hardin from Academic Affairs, representatives from each of the University's colleges and the Financial Aid were present to provide information on the opportunities for graduate education at WKU. 32 prospective Kentucky African American graduates were at the dinner and were provided materials on WKU's graduate programs.
3. March 2, 2004. Downing University Center 226. The Office of Graduate Studies offered a Graduate Studies Forum for Kentucky African American juniors and seniors. With support from the Institutional Research and Academic Affairs offices, an e-mail letter explaining this event was sent to all 406 Western Kentucky University juniors and seniors. Juniors were invited so as to introduce them early to the opportunities afforded by a graduate education and the need to complete their undergraduate education. All wishing to attend were asked to RSVP. 40 students did so. 21 students showed up and asked questions of representatives from all of the colleges and the financial aid office. Two associate deans from the colleges were present. Some of the students had already made plans to attend while others were starting to consider the possibilities. In one case, a student indicated that WKU did not have a graduate program in journalism and thus had to go out of state.
4. May 7, 2004. The Office of Graduate Studies participated in the WKU Outstanding Black Graduates Recognition Program sponsored by the Office of Diversity Programs. Via a random drawing of the black graduates present,

Graduate Studies awarded one tuition grant-in-aid for a three hour graduate course to one who will be enrolling in a WKU graduate program in the Fall 2004 semester.

5. Discuss whether the institution implemented new strategies when the approaches (listed in item #2) were unsuccessful. WKU implemented new strategies in fall 2003 and spring 2004 semesters (see 2 A, B, and C above). The success of the strategies will be measured by the actual enrollments in the fall 2004 semester. Also, the "Grow Your Dinner" will be scheduled earlier in the term, e.g. September rather than October. WKU students and other prospective graduate students will be contacted via e-mail and surface mail about graduate opportunities at WKU.
6. Discuss the new strategies the institution plans to implement to meet the failed objectives.
 - a. In an effort to improve African American graduate enrollments, a new African American staff member (and WKU alumna) in the Graduate Studies Office has been assigned to develop new recruitment materials and events for prospective graduate students both on and off campus. New strategies will be developed collaboratively by Graduate Studies, Academic Affairs and Diversity Programs offices. All of these activities are consistent with the approved Graduate Studies Diversity Enhancement policy:

*Western Kentucky University
Graduate Studies
Diversity Enhancement Policy*

Western Kentucky University is committed to diversity in its faculty, staff, and students. Graduate Studies endorses that commitment through graduate student admissions and graduate assistant appointments.

For nearly three-quarters of a century, Western has been developing and offering graduate programs to meet the needs of residents of the Commonwealth of Kentucky. Efforts to enhance graduate student diversity are directed toward greater accessibility of these programs to Kentucky resident African-American and other underrepresented minority students. Graduate Studies espouses the position that diversity enriches the learning experience for all students.

Within budgetary limits, Graduate Studies is committed to providing financial support for recruitment and retention of qualified ethnic minority and other underrepresented minority students. Recognizing that Western Kentucky University's partnership with the Office of Civil Rights and the Kentucky Council of Postsecondary Education measures only enrollments of Kentucky resident African-American students, strong consideration is given to these students in the awarding of assistantships or other forms of financial assistance. If budgetary resources are available after supporting Kentucky resident African American students, financial support will be extended to Kentucky residents who are underrepresented within protected classes (American Indian/Alaska Native, Hispanic/Latino, or Asian/Pacific Islander American) and to non-resident African-American students.

The Minority Assistantship Program (MAP) is directed primarily toward Kentucky resident African-American students. MAP assistantships are funded through Graduate Studies and are available to students in any graduate degree program. Stipends for MAP assistants vary because they are equated to the stipend level for the specific program of study. Each MAP student has a faculty mentor for advisement and guidance during the course of graduate study.

Diversity enhancement, especially efforts to increase enrollments of African American graduate students, is pursued through various programs and activities including the Kentucky School Principalship program for preparing African American school principals, cooperation with the Academic Affairs Diversity Officer and the University Office of Diversity Programs, sponsoring African American and other minority recruitment through participation in area college career fairs, and involvement of current African American students and faculty in recruitment activities.

If you are a Kentucky resident African American or other minority, we welcome your application for graduate admission and for MAP. Application forms and additional information are available on our web site or by calling Graduate Studies (270-745-2446) or by emailing graduate.studies@wku.edu or by writing to Graduate Studies, Western Kentucky University, 1 Big Red Way, Bowling Green, KY 42101

- a. Work is underway on needs assessment and program planning to determine most effective programming in educational leadership to meet the post-master's needs of students in this area, including African Americans. WKU is also participating in the state wide collaborative effort to assess needs in graduate programming for educational leadership.
- c. Even though the growth has been exponential in the enrollment and delivery of online programs at WKU, we are currently assessing needs of various graduate students including African Americans, to determine best ways to provide access and programming of high quality and affordability. This is particularly important for graduate students who have to travel some distance, and with family and other responsibilities that make access to campus based programs more complicated.

2. Employment of African-Americans in Executive, Administrative, and Managerial Positions

	99-00	00-01	01-02	02-03	Objective
African-American	5	6	7	7	---
Total (AA + W)	81	84	86	93	---
%African-American	6.2%	7.1%	8.1%	7.5%	5.0%

Continuous Progress Status: Achieved

- A. Was the Objective met? Yes X No _____
- B. If NO, provide the reasons why this objective was not met.
- C. Give specific and detailed methods for meeting this objective by the next calendar year.

1. Employment of African-Americans as Faculty

	99-00	00-01	01-02	02-03	Objective
African-American	28	32	32	33	---
Total (AA + W)	536	540	571	585	---
%African-American	5.2%	5.9%	5.6%	5.6%	3.8%

Continuous Progress Status: Achieved

- A. Was the Objective met? Yes X No _____
- B. If NO, provide the reasons why this objective was not met.

C. Give specific and detailed methods for meeting this objective by the next calendar year.

1. Employment of African-Americans as Other Professionals

	99-00	00-01	01-02	02-03	Objective
African-American	38	37	35	37	---
Total (AA + W)	319	333	349	399	---
%African-American	11.9%	11.1%	10.0%	9.3%	5.6%

Continuous Progress Status: Achieved

A. Was the Objective met? Yes X No _____

B. If NO, provide the reasons why this objective was not met.

C. Give specific and detailed methods for meeting this objective by the next calendar year.