

MINUTES
OF THE BOARD OF REGENTS
WESTERN KENTUCKY UNIVERSITY

January 18, 2006

AGENDA ITEM 1 - Call to Order

Required statutory notice having been given, the first quarterly meeting of the Board of Regents of Western Kentucky University was held at the Berry Hill Mansion in Frankfort, Kentucky. The meeting was called to order by Chair Martin at approximately 9 a.m., EST.

AGENDA ITEM 2 - Invocation

The invocation was provided by Dr. Dennis George, Assistant Vice President for Institutional Effectiveness in the Office of the Provost.

AGENDA ITEM 3 - Roll Call

The following members were present:

Ms. Katie Dawson
Dr. Robert L. Dietle
Mr. Robert Earl Fischer
Ms. Yvette Haskins
Ms. Lois Gray
Ms. Judi Hughes
Ms. Pat Jordan
Mr. Cornelius A. Martin
Ms. Forrest Roberts
Ms. LaDonna G. Rogers
Mr. Larry Zielke

Others in attendance included: President Gary Ransdell; Ms. Liz Esters, Secretary to the Board of Regents and Staff Assistant to the President; Dr. Barbara Burch, Provost and Vice President for Academic Affairs; Mr. Robert Edwards, Assistant Vice President for University Relations; Dr. Richard Kirchmeyer, Vice President for Information Technology; Ms. Ann Mead, Chief Financial Officer and Assistant to the President for Economic Development; Ms. Robbin Taylor, Assistant to the President for Governmental Relations; 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 4 - Disposition of minutes of the fourth quarterly meeting of November 19, 2005

Motion to approve the November 19, 2005, minutes as submitted was made by

Mr. Fischer, seconded by Ms. Jordan and carried.

AGENDA ITEM 5 - Action Items

5.1 Approval of Faculty Emeritus/a status for recommended retired Faculty

FACTS: Listed below are faculty members who have been recommended by the tenured faculty, department head, and college dean to be awarded emeritus/a status. They have served the university for at least ten years and have had distinguished records of achievement and service at the university.

RECOMMENDATION: President Ransdell recommends approval of faculty emeritus/a status for the individuals as listed:

Ogden College of Science and Engineering

Department of Chemistry

Dr. Charles Henrickson, Professor of Chemistry, Emeritus
Dr. John Reasoner, Professor of Chemistry, Emeritus
Dr. Donald Slocum, Professor of Chemistry, Emeritus
Dr. Gordon Wilson, Professor of Chemistry, Emeritus

Department of Computer Science

Dr. John Crenshaw, Professor of Computer Science, Emeritus
Dr. Carol Wilson, Assistant Professor of Computer Science, Emerita

Department of Physics and Astronomy

Dr. Douglas Humphrey, Professor of Physics and Astronomy, Emeritus
Mr. Clarence Wolff, Assistant Professor of Physics and Astronomy, Emeritus

Potter College of Education and Behavioral Sciences

Department of Psychology

Dr. Joseph Cangemi, Professor of Psychology, Emeritus
Dr. Lynn Clark, Professor of Psychology, Emeritus
Dr. Dorsey Grice, Associate Professor of Psychology, Emeritus
Dr. Clinton Layne, Professor of Psychology, Emeritus
Dr. Lois Layne, Professor of Psychology, Emerita

Department of Curriculum and Instruction

Ms. Juanita Hire, Associate Professor of Curriculum and Instruction, Emerita
Dr. Archie Laman, Professor of Curriculum and Instruction, Emeritus
Ms. Virginia Mutchler, Assistant Professor of Curriculum and Instruction, Emerita
Ms. Juanita Park, Assistant Professor of Curriculum and Instruction, Emerita
Dr. Donald Ritter, Professor of Curriculum and Instruction, Emeritus
Dr. Jacqueline Schliefer, Assistant Professor of Curriculum and Instruction, Emerita
Dr. Robert Stevenson, Professor of Curriculum and Instruction, Emeritus
Ms. Sara Taylor, Associate Professor of Curriculum and Instruction, Emerita

Motion by Dr. Dietle and seconded by Ms. Rogers to approve emeritus/a status for the

individuals as recommended. Motion carried.

5.2 Approval of amended Athletic Employment Contract between Western Kentucky University and Coach David Elson, and approval and authorization to enter into a memorandum of Agreement with the WKU

**WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is made this _____ day of _____, 2005, between

**WESTERN KENTUCKY UNIVERSITY ("UNIVERSITY") and DAVID ELSON
("COACH").**

**ARTICLE I
PURPOSE**

The **UNIVERSITY** and the **COACH** have entered into this Employment Contract because the **UNIVERSITY** desires to hire the **COACH** to serve as the head coach of the **UNIVERSITY's** football program.

The **UNIVERSITY** and the **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 to the **COACH**, but less than a continuous appointment. For these reasons, the **UNIVERSITY** has agreed to employ and the **COACH** has promised to be employed by the **UNIVERSITY** upon the following terms and conditions.

The parties agree that the provisions of this contract shall supersede and replace any and all other Western Kentucky University Athletic Employment 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 COACH RESPONSIBILITIES

A. RECOGNITION OF DUTIES

The **COACH** agrees to be a loyal employee of the **UNIVERSITY**, and to use his best efforts and good judgment not to bring disrepute or criticism upon the **UNIVERSITY**. The **COACH** 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**. The **COACH** also agrees that, notwithstanding the provisions of Section 4.04, during the term of this Employment Contract, he will not engage, directly or indirectly, in any business or conduct which would detract from his ability to apply his best efforts to the performance of duties hereunder. **COACH** further acknowledges that the integrity and image of the **UNIVERSITY** are of paramount importance, and agrees that he shall act and speak positively about the **UNIVERSITY** and the **UNIVERSITY's** athletic program in private and public forums; and that he will support the **UNIVERSITY's** mission, policies, and decisions in all interactions with the public.

B. GENERAL DUTIES AND RESPONSIBILITIES OF COACH

During the period in which the **UNIVERSITY** employs the **COACH** as Head Football Coach, the **COACH** agrees to undertake and perform all duties and responsibilities attendant to the position of Head Football Coach as set forth in Section 2.01(C). The **COACH** further agrees to abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Gateway Conference, or any other football conference the **UNIVERSITY** may choose to enter, as well as all **UNIVERSITY** rules and regulations relating to the conduct and administration of the football program. In the event that

the **COACH** 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 Athletics Director of the **UNIVERSITY**. All academic standards, requirements and policies of the **UNIVERSITY** shall also be observed by the **COACH** and members of his staff at all times and shall not be compromised or violated at any time.

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to the **COACH** in connection with the position as Head Football Coach 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. **General Description:** The position of Head Coach for the Football program is a specialized professional position. The **COACH** is responsible for evaluating, recruiting, training, and coaching student athletes to compete successfully against college competition and to successfully progress toward obtaining a college degree.
2. **Responsibilities:** In his position as Head Football Coach, the **COACH** shall be responsible for all aspects of the football program including budget, recruiting, training, supervision, evaluation and performance of student athletes and coaching staff, subject to the terms of 2.03 below. The **UNIVERSITY** Athletic Director shall have sole responsibility and discretion for scheduling for the program, and will make reasonable efforts to consult with **COACH** regarding same.

2.02 COACH MAY BE DISCIPLINED FOR VIOLATIONS OF UNIVERSITY RULES, REGULATIONS OR POLICIES; NCAA OR CONFERENCE RULES AND REGULATIONS

If the **COACH** is found to be in violation of a **UNIVERSITY** rule, regulation or policy, or an **NCAA** or Conference rule or regulation, the **COACH** shall be subject to disciplinary and/or corrective actions.

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** football program.

- A. The **COACH's** immediate supervisor for purposes of implementing the Contract shall be the Athletics Director of the **UNIVERSITY**; notwithstanding anything to the contrary herein, all matters pertaining to the operation of the **UNIVERSITY's** football program shall be subject to the direction and control of the Athletics Director.
- B. The overall policy of the entire athletics program, including the football program, shall remain the exclusive prerogative of the **UNIVERSITY**. The Head **COACH** 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 and under the direction of the Athletics Director.
- C. The **UNIVERSITY**, through the Athletics Director, shall permit the **COACH** to participate in decisions relating to choice and scheduling of football 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 football program, but final decisions in such matters shall be with the Athletics 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. The **COACH** shall have the right to release, hire, and retain assistant football coaches subject to the **UNIVERSITY's** recruitment and hiring procedures and policies, and subject to the

approval of the Athletics Director, the President of the **UNIVERSITY**, and the **UNIVERSITY's** Board of Regents.

ARTICLE III TERMS OF EMPLOYMENT

The initial term of this Employment Contract shall be for a period of four years, beginning on the 1st day of July 2005, and ending on the 30th day of June 2009. The parties agree that if circumstances do not exist that would justify dismissal for cause as defined in 5.01 herein during any year of this Contract, the term of this Contract shall be extended under the same terms and conditions by one additional year at the end of each of the original four years, with the term of employment together with extensions not to extend beyond June 30, 2013. Provided, however, that this extension provision shall not be construed to create an employment term that exceeds four (4) years at any given time, in accordance with the provisions of KRS 164.360(2).

ARTICLE IV COMPENSATION

In consideration for the promises he has made in entering into this Employment Contract, the **COACH** shall be entitled to the following forms of compensation; base salary payments; season tickets; and outside income.

4.01 BASE SALARY

The base salary paid by the **UNIVERSITY** to the **COACH** for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$130,000 which shall be payable in equal monthly installments during the period of this Contract and made in conformity with the payroll procedure of the **UNIVERSITY**.

The **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.

The **COACH** will be reviewed for his performance on an annual basis, and assuming funds are available within the applicable fiscal year, **COACH'S** base salary shall be adjusted in accordance with the **UNIVERSITY** performance evaluation policies and the Contract terms as follows:

Effective Date	Base Salary Adjustment
July 1, 2006	\$150,000
July 1, 2007	\$175,000 *
July 1, 2008	\$195,000 *

* The salary adjustments noted for July 1, 2007 and July 1, 2008, are contingent upon the **UNIVERSITY** approving and initiating a transition to a Division I-A football program prior to July 1, 2007. In the event such a transition has not been approved and initiated by July 1, 2007, the parties agree that **COACH'S** salary adjustments for these periods as described herein shall be void, and **COACH'S** salary adjustment effective July 1, 2007 and 2008, shall instead be determined in accordance with the **UNIVERSITY's** annual Operating Budget Procedures for Allocation of Merit Salary Increases in effect at the time.

4.02 SEASON TICKETS

The **UNIVERSITY** will provide the **COACH** without charge eight (8) chair seat football tickets and four (4) floor reserved seat men's and women's basketball tickets, so long as such floor seating is offered. In the event such seating is not offered, **COACH** shall be entitled to four (4) Red Towel seat men's and women's basketball tickets. Such tickets may not be resold by **COACH**. The **COACH** shall have the option to buy twelve (12) additional football tickets if available. The **COACH** shall be provided ten (10) football tickets for bowl/playoff games. It is agreed and understood that all tickets are provided to aid the **COACH** in the performance of his

job (recruiting, etc.). It is intended that the value of the tickets be excluded from compensation under the Internal Revenue Code Section 132(a)(3) as a working fringe benefit.

4.03 COACHES' BONUS

Beginning with the 2005 football season and continuing thereafter for the term of the Contract, the **COACH** shall be entitled to the following team performance bonuses:

- | | | |
|----|-------------------------------------|----------------------|
| 1. | NCAA Playoff / Bowl Bid: | One month's salary |
| 2. | Advance to NCAA Playoff Semifinals: | Two months' salary |
| 3. | NCAA National Championship: | |
| | Division I-AA | Three months' salary |
| | Division I-A | Six months' salary |
| 4. | Conference Coach of the Year | \$2,000.00 |
| 5. | National Coach of the Year | \$5,000.00 |

It is agreed and understood that the bonuses provided for in items 1, 2, and 3 above are not cumulative in nature. In the event the Football Team wins the NCAA IAA National Championship, **COACH** shall be entitled only to three-months' salary as a total bonus for that year. In the event the program competes in Division I-A, **COACH** shall be entitled to both a bonus for bowl game participation and Division I-A National Championship.

So long as the **UNIVERSITY** is competing at a NCAA IAA level, all full-time and part-time assistant coaches shall be eligible for bonus payments up to an amount equal to three weeks' salary for advancement into the NCAA IAA playoffs. If the **UNIVERSITY** is competing at an NCAA IA level, and participates in a post season bowl game, the **UNIVERSITY** will allocate the sum of \$70,000 from Athletic's revenue to the Men's Football program for the purpose of allocating bonuses to football staff, including, but not limited to, individuals who are employed full-time or part-time in support of the football program.

The **UNIVERSITY** shall furnish to the **COACH**, for his use on a loan basis during the term of his Employment Agreement, one (1) automobile and shall pay for automobile liability and comprehensive insurance and taxes, if applicable, upon the vehicle. **COACH** shall be solely responsible for all upkeep, maintenance, and / or repair of vehicle.

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME

While the **COACH** is representing the **UNIVERSITY** as Head Football Coach, 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 the **COACH** seeks to or makes arrangements to earn outside income as a result of his being Head Football Coach:

- A. **UNIVERSITY OBLIGATIONS ARE PRIMARY.** Such outside activities shall not interfere with the full and complete performance by the **COACH** of his duties and obligations as a **UNIVERSITY COACH**, recognizing always that the **COACH's** primary obligations lie with the **UNIVERSITY** and its students;
- B. **NCAA RULES CONTROL.** In no event shall the **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.** The **COACH** shall obtain the advance written approval from the President and Athletics 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 the **COACH's UNIVERSITY** employment and the **UNIVERSITY** shall have no responsibility nor bear any liability for any claims arising therefrom;
- E. **COACH RETAINS ALL 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 Gateway Conference, or any other conference the **UNIVERSITY** may choose to enter; and the NCAA, the **COACH** shall be entitled to retain all revenues generated by such outside activities (i.e., shoe contracts, speaking engagements, outside camps, etc.) **COACH** shall have the sole right to determine the brand of shoe wear, uniforms and athletic equipment to be used by the **UNIVERSITY** football team.
- F. **SUMMER CAMPS.** **COACH** shall be entitled to at least three (3) weeks of football camps using **UNIVERSITY's** athletic facilities and equipment. **COACH** shall have priority 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 operation of camp(s) will be conducted under the auspices of **UNIVERSITY** Athletics Department and shall be conducted in accordance with general policies of the **UNIVERSITY**. **COACH** will be obligated to pay the **UNIVERSITY** the sum of one dollar (\$1) for the use of its intercollegiate athletic facilities and equipment for each of the football 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 **UNIVERSITY** for such student camps shall be the lowest rate charged for student camps generally by the **UNIVERSITY**, which may vary from year to year. **COACH** agrees and understands that the **UNIVERSITY** will place a surcharge on each camper enrolled in the camps, and **UNIVERSITY** agrees to give **COACH** notice of the amount of the surcharge on or before September 30 of the preceding year. Such surcharge commence at \$3 per camper, effective with the summer of 2005. Should there be a conflict between **UNIVERSITY's** men's football 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 Athletics Director, who shall have the final determination on all matters. The **UNIVERSITY** agrees that it will cap the per camper fee at \$5 per camper throughout the term of this Agreement.
- G. **RADIO AND TELEVISION.** The **UNIVERSITY** will use its best efforts to secure a **COACH's** radio and/or television program to air weekly for thirty (30) minutes during the football season. The compensation payable to the **COACH** will be negotiated at such time as the plan(s) for the radio and/or television program are finalized.

ARTICLE V TERMINATION

The **COACH** recognizes that his promise to remain the **UNIVERSITY'S COACH** through the entire term of this Employment Contract is of the essence. It is also recognized, however, that certain limited circumstances may make it appropriate for the **UNIVERSITY** or **COACH** to terminate this Contract prior to the completion of the 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 the expiration date. The term "just cause" shall include, in addition to its normally understood meaning in Employment Contracts, any of the following:

1. Conviction of a felony, or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
2. Intentional serious violation of any law, rule, regulation, constitutional provision, by law or interpretation of the **UNIVERSITY**; Gateway Conference, or any other football conference the **UNIVERSITY** may choose to enter; or the NCAA;
3. Intentional serious violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the **UNIVERSITY**, the Gateway Conference or the NCAA by a member of the football coaching staff, student athletes in the football program, or any other person under the **COACH**'s supervision and direction, with the knowledge or consent of the **COACH**; or,
4. Any statement or behavior on the part of the **COACH** which serves to bring disrepute upon or causes embarrassment to the **UNIVERSITY**, the Athletics Department, or the football program.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Contract 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. The **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 legal counsel present.

5.03 TERMINATION BY UNIVERSITY OR COACH WITHOUT CAUSE

The **UNIVERSITY** and **COACH** shall have the right to terminate this Employment Contract without cause prior to the applicable expiration date. Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01. Termination without cause by either party shall be effectuated by delivering to the other party+ written notice of the party's intent to terminate this Contract without **cause**.

5.04 LIQUIDATED DAMAGES UPON TERMINATION BY UNIVERSITY OR COACH WITHOUT CAUSE

(A) If the **UNIVERSITY** or **COACH** terminates this Contract without cause, in accordance with the provisions of Section 5.03 hereof, the terminating party shall pay to the other party, as liquidated damages, the sum of \$500,000; provided, however, if **COACH** accepts a position as an assistant (including coordinator position) of a Division I-A men's football team, then the liquidated damages amount shall be reduced to \$250,000.

(B) The liquidation damages shall be paid by the terminating party to the non-terminating in a single lump sum cash payment within sixty (60) days following 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.

(C) In no case shall either party be liable to the other 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 either party's termination of this Contract without cause. **COACH** shall not be required to mitigate the amount of any payment provided for in this Section 5.04 by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 5.04 be reduced by any compensation earned by **COACH** as the result of employment by another college, university, company or business or by profits earned by the Employee from any other source. The **COACH** shall not be required or obligated to perform any further services or duties for the **UNIVERSITY** to be entitled to the payment provided for in this Section 5.04.

(D) Should **COACH** decide to terminate this Contract without cause in order to resign or retire from collegiate men's football and thereafter does not accept employment involving or associated with college or professional football for at least one full year following the date of his resignation or retirement, the provisions of paragraph 5.04(A) and (B), and 5.05 shall not apply.

5.05 **ADDITIONAL LIQUIDATED DAMAGES UPON TERMINATION WITHOUT CAUSE**

In addition to the provisions of paragraph 5.04, if **COACH** terminates this Contract without cause prior to its expiration date and within one (1) year of his termination accepts employment as Head Coach of the football program with any other college/university with a non-BCS Division I-A football program, **COACH** agrees to use his best efforts to schedule a (2) two-year home / home game series (i.e., one game to take place at Western Kentucky University, and one game to occur at hiring college/university) between the football team of the college/university which employs him and the **UNIVERSITY's** football team, with no requirement for financial remuneration on the part of that college/university or the **UNIVERSITY**. Said series must be scheduled within twelve months of termination of **COACH'S** employment with **UNIVERSITY**, with the series to begin within six (6) years following the date of termination of **COACH'S** employment with **UNIVERSITY**.

In the alternative, if **COACH** terminates this Contract without cause prior to its expiration date and within one (1) year of his termination accepts employment at a BCS school, **COACH** agrees to use his best efforts to schedule a (2) two year home / home game series (i.e., one game to take place at Western Kentucky University, and one game to occur at hiring college/university) between the football team of the college/university which employs him and the **UNIVERSITY's** football team, with no requirement for financial remuneration on the part of that college/university or the **UNIVERSITY**. If the hiring college/university can demonstrate a history of participating in "2 for 1" game series, **COACH** agrees to use his best efforts to schedule such a series with the **UNIVERSITY** (i.e., one game to take place at Western Kentucky University, and two games to occur at hiring college/university). Provided, however, in the event a "2 for 1" series option or a "home and home" series option cannot be negotiated, the **COACH** agrees to use his best efforts to schedule the **UNIVERSITY** for one game at the hiring college/university for payment of the highest guarantee by industry standards. Said series must be scheduled within twelve months of termination of **COACH'S** employment with **UNIVERSITY**, with the series to begin within six (6) years following the date of termination of **COACH'S** employment with **UNIVERSITY**.

COACH shall have no further liability or obligation to **UNIVERSITY** under this Section 5.05, if **UNIVERSITY** and the hiring college/university fail, after good faith negotiations, to schedule and contract for the series described in this Section 5.05, within twelve (12) months following the termination of this Contract by **COACH**.

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 his Employment Agreement, **COACH** must notify the **UNIVERSITY's** Athletics Director of such opportunity or interest, and obtain permission from the Athletics Director before any discussions can be held by **COACH** with anticipated coaching position principals, which permission shall not be unreasonably withheld.

**ARTICLE VI
MISCELLANEOUS**

6.01 ARBITRATION

It is specifically agreed and understood that any controversy of 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.

6.02 AMENDMENTS TO AGREEMENT

This Contract can only be altered or amended by written agreement between the **COACH** and the **UNIVERSITY's** designated representative.

6.03 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 the **COACH** by the **UNIVERSITY** or developed by the **COACH** on behalf of the **UNIVERSITY** or at the **UNIVERSITY's** direction of the **UNIVERSITY's** use or otherwise in connection with the **COACH's** employment hereunder are and shall remain the sole and confidential property of the **UNIVERSITY**. Within thirty (30) days of the expiration of the term of this Contract or its earlier termination as provided herein, the **COACH** shall immediately cause any such materials in his possession or control to be delivered to the **UNIVERSITY**.

6.04 TAX LIABILITIES

The **COACH** shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this contract.

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

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

6.06 ACKNOWLEDGMENT

The **COACH** acknowledges that he has read and understands the foregoing provisions of this Contract, that he has consulted with his personal legal counsel, and that such provisions are reasonable and enforceable, and he agrees to abide by this Contract and the terms and conditions set forth herein.

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

WESTERN KENTUCKY UNIVERSITY

BY: _____
GARY A. RANDELL
PRESIDENT

DATE: _____

BY: _____
C. WOOD SELIG
ATHLETICS DIRECTOR

DATE: _____

BY: _____
DAVID ELSON
HEAD FOOTBALL COACH

DATE: _____

5.2(b) Approval and authorization to enter into a Memorandum of Agreement with the WKU Real Estate Corporation and David Elson

**MEMORANDUM OF AGREEMENT
BETWEEN WKU REAL ESTATE CORPORATION, INC.,
WESTERN KENTUCKY UNIVERSITY AND DAVID ELSON**

This Agreement entered into between the WKU Real Estate Corporation, Inc., (WKUREC), by and through its authorized representative, Thomas S. Hiles, and Western Kentucky University (WKU), acting by and through its authorized representative, C. Wood Selig, Director of Athletics, and David Elson, Head Football Coach ("Elson").

Whereas WKUREC desires to enter into this Agreement with WKU for the purpose of memorializing the disposition and/or use of a gift made to the WKU Real Estate Corporation, Inc., which was intended to support the WKU football program;

Whereas, WKU desires to utilize the gift to create an incentive for the individual holding the position of head football coach to maintain continuous five (5) years of employment as the head coach of the WKU football program; and,

Whereas WKUREC has agreed to hold title to the property which constitutes the gift until such time as WKU deems that the terms and conditions for transfer of the property to the individual holding the position as head football coach have been fulfilled, under the terms and conditions of an employment agreement between the head coach and WKU;

Whereas, as of the date of this agreement, Elson holds the position of head football coach under an Athletic Employment Contract with WKU;

Now therefore, the parties do hereby agree as follows:

I. WKUREC shall hold title to the real property described in the attached Exhibit "A" until such time as WKU notifies WKUREC that terms and conditions justifying transfer of title to the property have occurred, in WKU's sole discretion, as set forth in item II.

II. Upon receipt of notification from WKU that (1) the head coach of the football program has fulfilled terms and conditions of the athletic employment contract between WKU and the head football coach, (2) that the head coach has remained employed at WKU for a continuous term of five (5) years, from July 1, 2005 through June 30, 2010, and (3) upon approval of the WKU Board of Regents, WKUREC shall initiate actions to transfer title to the property to the head coach of the football program.

III. The transfer of the property shall be contingent upon the head coach of the football program assuming all responsibility for any individual income and/or other tax assessments, liabilities, interest, and/or penalties which he may incur as a result of accepting title to the property.

IV. In the event the conditions precedent to the transfer as outlined in item II do not occur, WKU may terminate this agreement upon written notification to WKUREC of its intent to do so.

V. All notices or other communication provided for in this Agreement shall be delivered to the parties addressed as follows:

WKU Real Estate Corporation, Inc.
Attention: Tom Hiles

Executive Director
1906 College Heights Blvd. #8093
Bowling Green, KY 42101

WKU Athletics Department
Attention: C. Wood Selig
1906 College Heights Blvd. #11090
Western Kentucky University
Bowling Green, KY 42101

David Elson
1407 Jenny Court
Bowling Green, KY 42103

VI. This Agreement cannot be amended, modified, supplemented, or rescinded except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless waiver is in writing signed by the parties hereto.

Entered into this the ____ day of December, 2005.

WKU Real Estate Corporation:

Western Kentucky University:

David Elson, Head Coach:

RECOMMENDATION: President Ransdell recommends (1) approval of the amended Athletic Employment Contract between Western Kentucky University and Coach David Elson, and (2) approval of an authorization to enter into a Memorandum of Agreement with the WKU Real Estate Corporation and David Elson.

Motion by Ms. Hughes, seconded by Mr. Fischer for (1) approval of the amended Athletic Employment Contract between Western Kentucky University and Coach David Elson, and (2) approval of an authorization to enter into a Memorandum of Agreement with the WKU Real Estate Corporation and David Elson.

In discussion that followed, Dr. Selig described the part of the recommendation that relates to a gift of property.

Dr. Dietle questioned the provisions in the contract that provide incentives for a move to I-A football, stating " In the last year or so, the university community, including faculty, were interested in the issue of moving to I-A football. Whenever the issue was brought up, the

President and Dr. Selig would tell us, "it's premature; we don't have any plans; it's not in the works." The recommended changes in the contract provide incentives should we go to I-A football. I would like to know, do we have a plan; do we have a timetable, or don't we? We're

expanding the Stadium; yet, when I asked about that, the answer was, we don't have any definite plans. Dr. Selig's latest contract also includes provisions if we go to I-A football. I would like to know what is going on."

Dr. Ransdell responded indicating, "There is not a specific plan because there isn't a conference option. Western is an anomaly in American higher education; we're the only I-AA football program that's a member of a I-A football conference. There are eleven I-A football conferences, of which the Sun Belt is one of those eleven conferences. We have an opportunity, right now--the Sun Belt has been begging us for three years to come in in all sports. We will either have to get in the Sun Belt Conference in all sports or get out of that Conference, but I'm not prepared to make that decision at this time. I don't feel like the timing, the circumstances, or the financial variables--all the circumstances--are in place to make that a good, positive decision for Western."

Dr. Dietle stated the faculty would like to have a full-blown discussion prior to decisions being made, noting "The University works best when there's open and honest discussion about major decisions like this."

Mr. Zielke questioned why the Terms of Employment is for the period from July 1, 2005 - June 30, 2009, but the memorandum of agreement is for a five-year period ending June 30, 2010. It was noted that the contract legally can only be for a four-year period with a one-year rollover clause. Mr. Zielke asked if the rollover is under "the same terms and conditions" and, if so, shouldn't that be stipulated in the contract. **Mr. Zielke asked that this language be added to the contract.** He also restated his belief that the arbitration clause is unconstitutional.

At the conclusion of the discussion, the motion by Ms. Hughes for approval passed with Dr. Dietle voting no, and Mr. Zielke abstaining. Mr. Zielke's vote related to his concern, as expressed, with the extension clause and the arbitration clause in the contract.

5.3 Approval of an Employment Agreement between Western Kentucky University and Dr. Wei-Ping Pan

FACTS: The University and Dr. Pan have entered into an Employment Agreement which specifically outlines the terms and conditions of Dr. Pan's employment.

**Western Kentucky University
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") made as of the 18th day of November, 2005, by and between Western Kentucky University (hereinafter "Western Kentucky University" or "the University") and Dr. Wei-Ping Pan (hereinafter referred to as "Dr. Pan").

WITNESS

WHEREAS, Dr. Pan has agreed to be employed as the Director of the Institute for Combustion Science and Environmental Technology (ICSET) at 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 Dr. Pan covenant and agree as follows:

1. **EMPLOYMENT.** Pursuant to the terms and conditions of this Agreement, Western Kentucky University agrees to employ Dr. Pan as the Director of the Institute for Combustion Science and Environmental Technology (ICSET) at Western Kentucky University, and Dr. Pan agrees to serve in the capacity and to render services to the University as set forth herein.
2. **TERM.** The initial term of this Agreement will commence on July 1, 2005, and will end on **June 30, 2009**. If circumstances do not exist which would justify dismissal for cause during any year of this agreement (2006-2010), the University and Dr. Pan agree that the term of this Agreement shall be extended under the same terms and conditions by one additional year at the end of each of the first three (3) years of this agreement (i.e., through June 30, 2013.) Provided, however, that nothing in this Agreement shall be construed to create an employment contract term that exceeds four (4) years at any given time, in accordance with the provisions of KRS 164.360(2).
3. **DUTIES.** Dr. Pan shall well and faithfully serve the University in such capacity as aforesaid during the term of this Agreement and any extensions thereof; and shall at all times devote his time, attention, and energies to the management, superintendence, and improvement of the University's Institute for Combustion Science and Environmental Technology (ICSET) at Western Kentucky University, 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 Dr. Pan's position. In addition to the above, Dr. Pan agrees he shall perform the following duties and responsibilities:
 - A. Effective July 1, 2005, Dr. Pan will be designated a "Research Scientist" faculty member of the Chemistry Department, and his primary job responsibilities shall be research and service obligations. Dr. Pan will continue to have teaching responsibilities; however, it is agreed that Dr. Pan's teaching responsibilities may be achieved through the involvement and interaction of University undergraduate and graduate students in "hands-on" research projects, and through mentoring of new faculty members in the development and establishment of research programs / projects. In addition, Dr. Pan agrees that he will provide lectures as a "guest" lecturer in courses where his expertise would provide course enrichment.
 - B. Dr. Pan agrees to provide his best efforts to assist the University in securing funding from agencies and / or external sources necessary to finance renovation of the Center for Research and Development in order that this facility can

accommodate the ICSET.

- C. In addition to the above, the parties agree that Dr. Pan will also take action to seek and/or apply for funding in the form of grants from the Council for Postsecondary Education, the Department of Commercialization and Innovation (DCI), the Statewide Energy Consortium, and any other viable sources.

4. COMPENSATION. The University agrees as follows:

- A. **Base Salary:** Commencing July 1, 2005, Dr. Pan 's annual base salary shall be eighty-five thousand dollars and no cents (\$85,000.00). Dr. Pan '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, based on the regular review and evaluation procedures applied to the faculty at Western Kentucky University.
- B. **Supplemental Compensation:** Commencing July 1, 2005, Dr. Pan will be paid supplemental salary in the amount of sixty-five thousand dollars and no cents (\$65,000.00). It is agreed and understood that the supplemental salary shall be paid through the University's payroll process, and the source of such payment shall be the operating revenue of ICSET. Increases in the supplemental salary amount will be at the University's discretion, and will be considered annually in light of Dr. Pan's annual performance, with any approved increases to be funded from the revenue of ICSET.
- C. **Opportunity for Consulting:** Dr. Pan will retain the option to supplement his compensation package through appropriate consulting services (provided through the University) and summer grants as outlined in the *Faculty Handbook*.
- D. **Benefits:** Dr. Pan shall receive the usual and customary benefits accorded to faculty of the University.

5. INTELLECTUAL PROPERTY / COMMERCIALIZATION:

- A. Dr. Pan acknowledges that any intellectual property developed as a part of or as a result of his activities at the ICSET is subject to official University guidelines and policies, whether developed directly in the ICSET or in collaboration with a partner company or any company using the facilities, equipment or staff of the ICSET.
- B. Any spin-off companies related to IP license agreements or services provided by the ICSET can only occur with consent of the University, and after a reasonable revenue stream to WKU has been negotiated (i.e., either through a percentage of gross profit or equity stake in the company).
- C. Should state funds or grants and contracts not be sufficient to cover the debt payment required to complete the buildout for ICSET, all payments (royalty, equity, etc.) to Dr. Pan and/or the University will be first applied to cost of renovations in The Center space exclusively for the ICSET until the project is complete and any debt service is retired. After such time, payments will go to the parties as originally negotiated (see above).

6. TERMINATION

- A. **Unsatisfactory Performance:** The University may cancel this Agreement for unsatisfactory performance. Should Dr. Pan receive an unsatisfactory performance evaluation, the University shall provide Dr. Pan with six months notice of its intent to terminate this contract and provide Dr. Pan with a Plan of Improvement to address the performance deficiencies. If Dr. Pan has not satisfied the Plan of Improvement, the University may terminate this Agreement at the end of the six-month period.

- B. **Immoral / Illegal Conduct:** If Dr. Pan 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 the Agreement should be cancelled due to financial exigency or the Institute for Combustion Science and Environmental Technology (ICSET) at Western Kentucky University is unable to generate sufficient revenue to maintain operations, the University shall have the right to terminate this Agreement prior to its normal expiration date. In the event the University determines to termination under these circumstances, the University shall provide the Dr. Pan with six month's notice of its intent to terminate.
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 Dr. Pan 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 18th day of November, 2005, by:

Have seen and agree:

Wei-Ping Pan, Professor, Department of Chemistry

Cathleen Webb, Department Head, Department of Chemistry

Blaine Ferrell, Dean, Ogden College of Science and Engineering

Ann Mead, Chief Financial Officer and Assistant to the President
for Economic Development

Barbara Burch, Provost and Vice President for Academic Affairs

Gary A. Ransdell, President

Motion for approval of the Employment Agreement (with edits) between Western Kentucky University and Dr. Wei-Ping Pan was made by Ms. Jordan and seconded by Ms. Roberts.

Minor edits were suggested in "*C. Financial Exigency*" as reflected below:

- C. Financial Exigency: If the University determines the Agreement should be canceled due to financial exigency, ~~or of~~ the Institute for Combustion Science and Environmental Technology (ICSET) at Western Kentucky University ~~inability~~ ~~or is~~ **unable** to generate sufficient revenue to maintain operations, the University shall have the right to terminate this Agreement prior to its normal expiration date. In the event the University determines to termination under these circumstances, the University shall provide Dr. Pan with six month's notice of its intent to terminate.

Motion carried.

5.4 Presentation of personnel actions since November 19, 2005

RECOMMENDATION: President Gary A. Ransdell recommends approval of the personnel actions (contained in the next 11 pages) that have transpired since the November 19, 2005, Board meeting. These actions include \$141,462 in gender/ethnicity salary adjustments for 284 members of the faculty and staff. This follows a year-long analysis of salaries for personnel whose compensation was below peer group norms.

PERSONNEL CHANGES – FACULTY

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Computer Science	Refaat Mohamed	Visiting Assistant Professor	01/01/2006	06/30/2006		\$29,508.00	Initial Appointment
Kentucky Library & Museum	Christy Spurlock	Assistant Professor	11/07/2005			37,008.00	Initial Appointment
Marketing	Joanna Phillips	Assistant Professor	08/15/2006			83,004.00	Initial Appointment
Social Work	Melanie Randolph	Visiting Assistant Professor	11/01/2005			36,000.00	Initial Appointment
Mathematics	Jean-Claude Evard	Vstg Assistant Professor	08/15/2005	06/30/2006		40,008.00	Rehire
Communication	Patric Spence	Assistant Professor	01/01/2006		41,808.00	44,004.00	Degree/Certification Sal Inc.
Special Instructional Programs	Janet Applin	Assistant Professor	07/01/2005		47,520.00	48,720.00	Degree/Certification Sal Inc.
Accounting	Jack Hall	Professor	01/01/2006		109,752.00	109,956.00	Gender/Ethnicity Salary Inc.
Accounting	Mark Ross	Assistant Professor	01/01/2006		81,768.00	81,948.00	Gender/Ethnicity Salary Inc.
Agriculture	Alvin Bedel	Associate Professor	01/01/2006		64,776.00	65,052.00	Gender/Ethnicity Salary Inc.
Agriculture	Linda Brown-Ferguson	Professor	01/01/2006		69,240.00	69,612.00	Gender/Ethnicity Salary Inc.
Agriculture	Jack Rudolph	Assoc Prof/Interim Dept Head	01/01/2006		60,924.00	61,452.00	Gender/Ethnicity Salary Inc.
Agriculture	David Stiles	Associate Professor	01/01/2006		64,668.00	64,848.00	Gender/Ethnicity Salary Inc.
Agriculture	William William	Associate Professor	01/01/2006		52,548.00	52,812.00	Gender/Ethnicity Salary Inc.
Allied Health - Dental Hygiene	Barbara Bush	Associate Professor	01/01/2006		49,344.00	49,524.00	Gender/Ethnicity Salary Inc.
Architect & Manufacturing Sciences	Laura Leach	Assistant Professor	01/01/2006		49,404.00	49,656.00	Gender/Ethnicity Salary Inc.
Art	Michael Klein	Associate Professor	01/01/2006		46,656.00	47,256.00	Gender/Ethnicity Salary Inc.
Biology	Philip Lienesch	Assistant Professor	01/01/2006		47,592.00	47,796.00	Gender/Ethnicity Salary Inc.
Biology	Thomas Philips	Assistant Professor	01/01/2006		48,840.00	49,032.00	Gender/Ethnicity Salary Inc.
Chemistry	Larry Byrd	Associate Professor	01/01/2006		62,880.00	63,072.00	Gender/Ethnicity Salary Inc.
Chemistry	Eric Conte	Associate Professor	01/01/2006		58,704.00	58,908.00	Gender/Ethnicity Salary Inc.
Chemistry	Darwin Dahl	Professor	01/01/2006		64,644.00	65,244.00	Gender/Ethnicity Salary Inc.
Chemistry	Lester Pesterfield	Professor	01/01/2006		64,200.00	64,512.00	Gender/Ethnicity Salary Inc.
Communication	Cecile Garmon	Professor	01/01/2006		68,064.00	68,268.00	Gender/Ethnicity Salary Inc.
Community College	Karen Sansom	Associate Prof/Prog Dir	01/01/2006		55,416.00	56,124.00	Gender/Ethnicity Salary Inc.
Computer Science	Arthur Shindhelm	Professor	01/01/2006		85,932.00	86,124.00	Gender/Ethnicity Salary Inc.
Consumer & Family Sciences	Danita Kelley	Associate Professor	01/01/2006		60,660.00	60,888.00	Gender/Ethnicity Salary Inc.
Counseling and Student Affairs	Don Dinkmeyer	Professor	01/01/2006		62,892.00	63,372.00	Gender/Ethnicity Salary Inc.
Counseling and Student Affairs	Donald Nims	Professor	01/01/2006		58,368.00	58,620.00	Gender/Ethnicity Salary Inc.
Curriculum & Instruction	Kathleen Matthew	Professor	01/01/2006		59,220.00	59,472.00	Gender/Ethnicity Salary Inc.
Curriculum & Instruction	Judy Pierce	Professor	01/01/2006		57,648.00	58,920.00	Gender/Ethnicity Salary Inc.
Curriculum & Instruction	Terry Wilson	Professor	01/01/2006		65,964.00	66,144.00	Gender/Ethnicity Salary Inc.
Economics	John Brown	Professor	01/01/2006		87,756.00	88,464.00	Gender/Ethnicity Salary Inc.
Economics	William Davis	Chair	01/01/2006		90,672.00	90,984.00	Gender/Ethnicity Salary Inc.
Economics	Stephen Lile	Professor	01/01/2006		91,092.00	91,320.00	Gender/Ethnicity Salary Inc.
Economics	Thomas Noser	Associate Professor	01/01/2006		69,048.00	69,816.00	Gender/Ethnicity Salary Inc.
Economics	Robert Pulsinelli	Professor	01/01/2006		83,772.00	85,272.00	Gender/Ethnicity Salary Inc.
Economics	Thomas Wisley	Professor	01/01/2006		83,748.00	84,972.00	Gender/Ethnicity Salary Inc.

PERSONNEL CHANGES – FACULTY
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Ed. Admin., Leadership & Research	William Kelley	Associate Professor	01/01/2006		52,968.00	53,124.00	Gender/Ethnicity Salary Inc.
Ed. Admin., Leadership & Research	Jianliang Wang	Associate Professor	01/01/2006		52,800.00	53,760.00	Gender/Ethnicity Salary Inc.
English	Lloyd Davies	Professor	01/01/2006		58,104.00	58,284.00	Gender/Ethnicity Salary Inc.
English	Lesa Dill	Associate Professor	01/01/2006		54,708.00	55,020.00	Gender/Ethnicity Salary Inc.
English	Nikolai Endres	Assistant Professor	01/01/2006		45,204.00	45,372.00	Gender/Ethnicity Salary Inc.
English	John Hagaman	Professor	01/01/2006		74,748.00	74,916.00	Gender/Ethnicity Salary Inc.
English	William LeNoir	Associate Professor	01/01/2006		52,752.00	53,028.00	Gender/Ethnicity Salary Inc.
English	Mary Miller	Professor	01/01/2006		70,932.00	71,580.00	Gender/Ethnicity Salary Inc.
English	Russell Moore	Assistant Professor	01/01/2006		49,128.00	49,668.00	Gender/Ethnicity Salary Inc.
English	Elizabeth Oakes	Professor	01/01/2006		64,104.00	64,584.00	Gender/Ethnicity Salary Inc.
English	Kelly Reames	Assistant Professor	01/01/2006		44,448.00	44,640.00	Gender/Ethnicity Salary Inc.
English	Lawrence Rigby	Assistant Professor	01/01/2006		45,708.00	45,972.00	Gender/Ethnicity Salary Inc.
English	Nancy Roberts	Associate Professor	01/01/2006		53,928.00	54,240.00	Gender/Ethnicity Salary Inc.
English	Lee Spears	Associate Professor	01/01/2006		51,384.00	51,924.00	Gender/Ethnicity Salary Inc.
English	Judith Szerdahelyi	Assistant Professor	01/01/2006		44,832.00	45,012.00	Gender/Ethnicity Salary Inc.
English	Patricia Taylor	Professor	01/01/2006		66,444.00	67,680.00	Gender/Ethnicity Salary Inc.
Extended Campus-Glasgow	Wanda Key	Assistant Professor	01/01/2006		44,232.00	44,388.00	Gender/Ethnicity Salary Inc.
Extended Campus-Glasgow	Loretta Murrey	Associate Professor	01/01/2006		53,988.00	54,252.00	Gender/Ethnicity Salary Inc.
Finance	Samanta Thapa	Associate Professor	01/01/2006		93,000.00	93,456.00	Gender/Ethnicity Salary Inc.
Finance	Edward Wolfe	Professor	01/01/2006		94,212.00	95,244.00	Gender/Ethnicity Salary Inc.
Geography & Geology	Louis Trapasso	Professor	01/01/2006		76,584.00	77,280.00	Gender/Ethnicity Salary Inc.
History	Robert Antony	Professor	01/01/2006		58,260.00	58,548.00	Gender/Ethnicity Salary Inc.
History	Patricia Minter	Associate Professor	01/01/2006		54,720.00	54,948.00	Gender/Ethnicity Salary Inc.
History	Hugh Phillips	Professor	01/01/2006		60,816.00	61,296.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	James LeTourneau	Assistant Professor	01/01/2006		48,324.00	48,672.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	Terrence Likes	Associate Professor	01/01/2006		54,456.00	54,780.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	Linda Lumsden	Associate Professor	01/01/2006		54,924.00	55,236.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	Kenneth Payne	Assistant Professor	01/01/2006		46,308.00	46,488.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	Jo-Anne Ryan	Associate Professor	01/01/2006		58,116.00	58,476.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	William Simpson	Assistant Professor	01/01/2006		47,244.00	47,640.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	Barton White	Professor	01/01/2006		70,620.00	71,232.00	Gender/Ethnicity Salary Inc.
Journalism & Broadcasting	Stephen White	Professor	01/01/2006		68,652.00	68,952.00	Gender/Ethnicity Salary Inc.
Library Public Services	Therese Baker	Associate Professor	01/01/2006		47,580.00	48,192.00	Gender/Ethnicity Salary Inc.
Library Public Services	Larry Kinder	Assistant Professor	01/01/2006		41,880.00	42,060.00	Gender/Ethnicity Salary Inc.
Library Public Services	Elisabeth Knight	Associate Professor	01/01/2006		43,260.00	43,644.00	Gender/Ethnicity Salary Inc.
Library Public Services	Gay Perkins	Professor	01/01/2006		49,932.00	50,184.00	Gender/Ethnicity Salary Inc.
Library Special Collections	Patricia Hodges	Associate Professor	01/01/2006		53,040.00	53,196.00	Gender/Ethnicity Salary Inc.
Library Special Collections	Donna Parker	Associate Professor	01/01/2006		51,816.00	52,008.00	Gender/Ethnicity Salary Inc.
Library Special Collections	Sandra Staebell	Assistant Professor	01/01/2006		45,396.00	45,600.00	Gender/Ethnicity Salary Inc.
Library Technical Services	Shiu Yue Mak	Associate Professor	01/01/2006		50,676.00	51,372.00	Gender/Ethnicity Salary Inc.

PERSONNEL CHANGES – FACULTY

(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Management	Gabriel Buntzman	Professor	01/01/2006		74,820.00	75,468.00	Gender/Ethnicity Salary Inc.
Management	Brian Sullivan	Associate Professor	01/01/2006		79,944.00	80,904.00	Gender/Ethnicity Salary Inc.
Marketing	James Shannon	Chair	01/01/2006		107,664.00	107,868.00	Gender/Ethnicity Salary Inc.
Mathematics	Daniel Biles	Professor	01/01/2006		66,444.00	66,732.00	Gender/Ethnicity Salary Inc.
Mathematics	Barry Brunson	Professor	01/01/2006		66,648.00	66,972.00	Gender/Ethnicity Salary Inc.
Mathematics	Claus Ernst	Professor	01/01/2006		67,572.00	67,836.00	Gender/Ethnicity Salary Inc.
Mathematics	Nezam Iraniparast	Professor	01/01/2006		63,900.00	64,344.00	Gender/Ethnicity Salary Inc.
Mathematics	David Neal	Professor	01/01/2006		64,596.00	65,004.00	Gender/Ethnicity Salary Inc.
Mathematics	Martha Richmond	Professor	01/01/2006		67,512.00	67,848.00	Gender/Ethnicity Salary Inc.
Mathematics	John Spraker	Professor	01/01/2006		69,372.00	69,528.00	Gender/Ethnicity Salary Inc.
Mathematics	Wanda Weidemann	Professor	01/01/2006		67,692.00	67,872.00	Gender/Ethnicity Salary Inc.
Music	Marshall Scott	Professor	01/01/2006		61,284.00	61,584.00	Gender/Ethnicity Salary Inc.
Music	Mary Wolinski	Associate Professor	01/01/2006		51,948.00	52,116.00	Gender/Ethnicity Salary Inc.
Nursing	Beverly Siegrist	Professor	01/01/2006		70,632.00	70,788.00	Gender/Ethnicity Salary Inc.
Nursing	Deborah Williams	Professor	01/01/2006		69,852.00	70,032.00	Gender/Ethnicity Salary Inc.
Philosophy & Religion	Jan Garrett	Professor	01/01/2006		62,904.00	63,288.00	Gender/Ethnicity Salary Inc.
Philosophy & Religion	Cassandra Pinnick	Professor	01/01/2006		60,612.00	60,768.00	Gender/Ethnicity Salary Inc.
Physical Education & Recreation	Ryan Arnold	Instructor	01/01/2006		37,920.00	38,208.00	Gender/Ethnicity Salary Inc.
Physical Education & Recreation	Steven Spencer	Professor	01/01/2006		59,460.00	59,820.00	Gender/Ethnicity Salary Inc.
Physical Education & Recreation	Sharon Whitlock	Instructor	01/01/2006		38,484.00	38,892.00	Gender/Ethnicity Salary Inc.
Physics & Astronomy	Karen Hackney	Professor	01/01/2006		70,560.00	72,060.00	Gender/Ethnicity Salary Inc.
Physics & Astronomy	Richard Hackney	Professor	01/01/2006		83,064.00	83,364.00	Gender/Ethnicity Salary Inc.
Physics & Astronomy	Douglas Harper	Professor	01/01/2006		70,248.00	70,548.00	Gender/Ethnicity Salary Inc.
Physics & Astronomy	Roger Scott	Professor	01/01/2006		79,080.00	79,884.00	Gender/Ethnicity Salary Inc.
Physics & Astronomy	Wieb Vandermeer	Professor	01/01/2006		69,840.00	70,740.00	Gender/Ethnicity Salary Inc.
Political Science	Edward Yager	Associate Professor	01/01/2006		54,252.00	54,612.00	Gender/Ethnicity Salary Inc.
Psychology	Joseph Bilotta	Professor	01/01/2006		74,148.00	74,460.00	Gender/Ethnicity Salary Inc.
Psychology	Elizabeth Jones	Associate Professor	01/01/2006		52,848.00	53,184.00	Gender/Ethnicity Salary Inc.
Psychology	Sally Kuhlenschmidt	Professor/Director	01/01/2006		75,000.00	75,348.00	Gender/Ethnicity Salary Inc.
Psychology	Elizabeth Lemerise	Professor	01/01/2006		73,068.00	73,428.00	Gender/Ethnicity Salary Inc.
Psychology	Sharon Mutter	Professor	01/01/2006		72,456.00	72,936.00	Gender/Ethnicity Salary Inc.
Psychology	James Norman	Professor	01/01/2006		66,972.00	67,128.00	Gender/Ethnicity Salary Inc.
Psychology	William Pfohl	Professor	01/01/2006	06/30/2006	92,400.00	93,900.00	Gender/Ethnicity Salary Inc.
Public Health	Thomas Nicholson	Professor	01/01/2006		72,264.00	72,852.00	Gender/Ethnicity Salary Inc.
Public Health	John White	Associate Professor	01/01/2006		47,160.00	47,556.00	Gender/Ethnicity Salary Inc.
Social Work	Robert Smith	Associate Professor	01/01/2006		51,240.00	51,504.00	Gender/Ethnicity Salary Inc.
Sociology	Edward Bohlander	Professor	01/01/2006		70,536.00	71,220.00	Gender/Ethnicity Salary Inc.
Sociology	John Faine	Professor	01/01/2006		71,304.00	71,856.00	Gender/Ethnicity Salary Inc.
Sociology	Ann Goetting	Professor	01/01/2006		67,680.00	68,232.00	Gender/Ethnicity Salary Inc.
Sociology	Stephen Groce	Professor	01/01/2006		63,564.00	63,900.00	Gender/Ethnicity Salary Inc.

**PERSONNEL CHANGES – FACULTY
(continued)**

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Special Instructional Programs	Janice Ferguson	Professor	01/01/2006		62,064.00	62,580.00	Gender/Ethnicity Salary Inc.
Special Instructional Programs	Robert Smith	Professor	01/01/2006		65,892.00	66,468.00	Gender/Ethnicity Salary Inc.
Theatre & Dance	Thomas Tutino	Professor	01/01/2006		62,844.00	63,084.00	Gender/Ethnicity Salary Inc.
Biology	Douglas McElroy	Professor	01/01/2006		58,824.00	60,000.00	Salary Increase
Journalism & Broadcasting Management	Wilma King	Associate Professor	06/30/2006				Termination
Nursing	Robert Sims	Assistant Professor	06/30/2006				Termination
Social Work	Shala Wilson	Assistant Professor	06/30/2006				Termination
	Sharon Simmons	Visiting Assistant Professor	01/13/2006				Termination
Biology	Lawrence Alice	Associate Professor	Fall 2006				Sabbatical
Biology	Kinchel Doerner	Associate Professor	Academic Year 2006-2007				Sabbatical
Biology	Scott Grubbs	Associate Professor	Spring 2007				Sabbatical
Community College	Karen Powell	Associate Professor	Fall 2006				Sabbatical
Folk Studies & Anthropology	Darlene Applegate	Associate Professor	Spring 2007				Sabbatical
Folk Studies & Anthropology	Timothy Evans	Associate Professor	Fall 2006				Sabbatical
Geography & Geology	Fred Siewers	Associate Professor	Fall 2006				Sabbatical
History	Malia Formes	Associate Professor	Academic Year 2006-2007				Sabbatical
Journalism & Broadcasting	Cory Lash	Associate Professor	Fall 2006				Sabbatical
Marketing	Jerry Gotlieb	Associate Professor	Spring 2007				Sabbatical
Modern Languages	Karin Egloff	Associate Professor	Spring 2007				Sabbatical
Music	John Carmichael	Professor	Fall 2006				Sabbatical
Philosophy & Religion	Michael Seidler	Professor	Fall 2006				Sabbatical
Psychology	Elizabeth Lemerise	Professor	Spring 2007				Sabbatical
Public Health	Ning Lu	Associate Professor	Fall 2006				Sabbatical
Social Work	Susan Wesley	Associate Professor	Spring 2007				Sabbatical
Sociology	Anne Onyekwuluje	Associate Professor	Fall 2006				Sabbatical

PERSONNEL CHANGES – GRANTS

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Chemistry	Yaji Huang	PT Temp Tech 00	11/22/2005	07/13/2006		20.77	Initial Appointment
Institute for Rural Health	Crystal Hodges	FT Temp Clerical	11/01/2005	07/31/2006		22,008.00	Initial Appointment
Psychology	Lauren Cunningham	MN Temp PNF 00	11/01/2005	06/01/2006		32,004.00	Initial Appointment
Psychology	Gary Hook	MN Temp PNF 00	11/01/2005	06/01/2006		32,004.00	Initial Appointment
Psychology	Stephen Pavay	MN Temp PNF 00	11/01/2005	10/31/2006		40,008.00	Initial Appointment
Student Disability Services	David Herman	BW PT Tech 00	10/13/2005	06/30/2006		35.00	Initial Appointment
Training/Technical Assistance Svcs	Alisa Ghazvini	PT PNF	11/01/2005	06/30/2006		39,000.00	Initial Appointment
Training/Technical Assistance Svcs	Uma Murthy	BW PT Tech 00	10/31/2005	10/31/2006		12.00	Initial Appointment
Folk Studies & Anthropology	Savannah Brumley	BW PT Tech 00	10/17/2005	06/30/2006		8.00	Rehire
Folk Studies & Anthropology	Amy McCray	BW PT Tech 00	10/17/2005	06/30/2006		8.00	Rehire
Educational Opportunity Center	Anna Scott	BW PT Tech 00	11/07/2005	08/31/2006	12.00	12.00	Status Change
Folk Studies & Anthropology	Leisha Leech	CRM Field Specialist	10/03/2005	09/30/2006	11.81	23,040.00	Status Change
Applied Research & Technology - POD	Katherine Sullivan	BW PT Tech 00	11/05/2005	08/08/2006	15.75	15.75	Reappointment
Center for Math, Sci., & Env. Ed.	Patricia Sowell	BW PT Clerical 00	11/12/2005	12/16/2005	10.00	10.00	Reappointment
Educational Enhancement Programs	Ashkea Herron	BW PT Clerical 00	12/14/2005	06/13/2006	11.50	11.50	Reappointment
Educational Opportunity Center	Jessica Wood	BW PT Tech 00	11/07/2005	08/31/2006	12.00	12.00	Reappointment
Ctr. for Entrepreneurship/Innov.	Lynn Minton	Associate Director	01/01/2006	06/30/2006	46,380.00	46,860.00	Gender/Ethnicity Salary Inc.
Educational Telecommunications	Terry Reagan	Director/Dev/Public Brdcastng	01/01/2006	09/30/2007	51,252.00	51,948.00	Gender/Ethnicity Salary Inc.
Educational Television Services	Barbara Deeb	News Producer/Reporter	01/01/2006	09/30/2007	40,704.00	41,304.00	Gender/Ethnicity Salary Inc.
Educational Television Services	Dana Divine	Assistant Program Manager	01/01/2006	09/30/2007	34,644.00	35,124.00	Gender/Ethnicity Salary Inc.
Public Radio Services	Kevin Willis	Asst News Director	01/01/2006	09/30/2007	37,440.00	37,680.00	Gender/Ethnicity Salary Inc.
Training/Technical Assistance Svcs	Ashraf Boka	Classroom Teacher	11/01/2005	10/31/2006	35,016.00	35,736.00	Grant FY Salary Increase
Training/Technical Assistance Svcs	Misela Bulut	BW PT Tech 00	11/01/2005	10/31/2006	9.27	9.46	Grant FY Salary Increase
Training/Technical Assistance Svcs	Daniel Burch	Facilities Associate	11/01/2005	10/31/2006	11.22	11.56	Grant FY Salary Increase
Training/Technical Assistance Svcs	Michelle Duke	Teacher	11/01/2005	10/31/2006	24,816.00	25,320.00	Grant FY Salary Increase
Training/Technical Assistance Svcs	Jennifer Fields	Coordinator, Family Services	11/01/2005	10/31/2006	34,524.00	35,220.00	Grant FY Salary Increase
Training/Technical Assistance Svcs	Veronica Hazard	Teacher	11/01/2005	10/31/2006	29,664.00	30,552.00	Grant FY Salary Increase
Training/Technical Assistance Svcs	Thelma Jackson	Assistant Director	11/01/2005	10/31/2006	52,524.00	54,108.00	Grant FY Salary Increase

**PERSONNEL CHANGES – GRANTS
(continued)**

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Training/Technical Assistance Svcs	Nathan Jordon	Center Supervisor	11/01/2005	10/31/2006	31,944.00	32,904.00	Grant FY Salary Increase
Training/Technical Assistance Svcs	Tina McMillan	Teacher	11/01/2005	10/31/2006	17,304.00	17,664.00	Grant FY Salary Increase
Training/Technical Assistance Svcs	Thelma Woods	BW PT Maint 00	11/01/2005	10/31/2006	8.05	8.21	Grant FY Salary Increase
Training/Technical Assistance Svcs	William Woods	BW PT Maint 00	11/01/2005	10/31/2006	8.33	8.50	Grant FY Salary Increase
Training/Technical Assistance Svcs	Yolanda Bell	Teacher	11/01/2005	10/31/2006	26,400.00	26,400.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Amber Boards	Component Coordinator	11/01/2005	10/31/2006	30,828.00	30,828.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Connie Dye	Teacher	11/01/2005	10/31/2006	22,200.00	22,200.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Janine Keirman	Project Financial Specialist	11/01/2005	06/30/2006	54,168.00	54,168.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Nicole Martin	Teacher	11/01/2005	10/31/2006	23,520.00	23,520.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Colleen Mendel	Executive Director	11/01/2005	06/30/2006	106,740.00	106,740.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Linda Reynolds	Teacher	11/01/2005	10/31/2006	18,792.00	18,792.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Lindsay Spence	Teacher	11/01/2005	10/31/2006	28,800.00	28,800.00	Reappt/No Sal. Inc.
Educational Television Services	Elizabeth Potter	BW PT Clerical 00	11/14/2005	09/30/2007	8.24	8.55	Salary Increase
Training/Technical Assistance Svcs	Julia Johnson	Teacher	11/01/2005	10/31/2006	23,520.00	28,800.00	Salary Increase
Training/Technical Assistance Svcs	Krista Williams	Teacher	11/01/2005	06/30/2006	33,864.00	34,464.00	Temporary Rate Increase
Training/Technical Assistance Svcs	Vera Pritchett	Computer Specialist		10/31/2005			Termination
Training/Technical Assistance Svcs	Lynne Tucker	Coordinator III		11/30/2005			Termination

PERSONNEL CHANGES – STAFF

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Admin. Systems and Applications	Richard Vaughn	Systems Administrator II	11/01/2005			47,004.00	Initial Appointment
Admissions Office	Anne Carter	Office Coordinator	11/07/2005			25,176.00	Initial Appointment
Bookstore	John Carner	Bookstore Associate	12/01/2005			10.26	Initial Appointment
Bursar	Melna Wilson	Accounts Associate	11/14/2005			22,584.00	Initial Appointment
Dean Gordon Ford College Business Development	Lisa Massey	Office Associate	11/10/2005			22,008.00	Initial Appointment
Environmental Health & Safety	Gina Brown	Assistant Director Dev (Athletics)	01/09/2006			40,008.00	Initial Appointment
Extended Campus Library Operations	Anita Britt	Environmental Compliance Tech	11/01/2005			12.31	Initial Appointment
Extended Learning & Outreach (DELO)	Connie Clary	BW Lib PT Clerical 00	11/18/2005			10.00	Initial Appointment
Health Services	Dewayne Neeley	Dual Credit Program Specialist	11/21/2005			27,432.00	Initial Appointment
Health Services	Carolyn Johnson	Medical Accounts Associate	01/02/2006			25,608.00	Initial Appointment
Health Services	Shelly Nolloth	Medical Accounts Associate	11/16/2005			25,608.00	Initial Appointment
Parking & Transportation	Deborah Riley	Office Associate	10/21/2005			26,016.00	Initial Appointment
Public Health	Lori Maddem	FT Temp Clerical	12/01/2005	08/31/2006		25,008.00	Initial Appointment
Registrar's Office	Jennifer Tinsley	Student Records Associate	11/28/2005			22,512.00	Initial Appointment
Men's Swimming	Kenny Roberts	BW PT Tech 00	10/29/2005			11.70	Initial Appointment
Athletic Marketing	Paula Davids	BW PT Clerical 00	11/03/2005			6.00	Rehire
Controller	Judy Mullendore	Mgr. Payroll/Tax Compliance	11/28/2005			50,004.00	Rehire
Hilltopper Athletic Foundation	Paula Davids	BW PT Clerical 00	11/03/2005			6.00	Rehire
Combustion Lab Center Prof Services	John Smith	BW PT Tech 00	11/01/2005			35.00	Rehire of a Retiree
Associate VP for Campus Services	Judith Wimpee	Office Coordinator	10/31/2005		12.00	30,000.00	Status Change
Building Services	Cynthia Bennett	Building Services Attendant	12/12/2005		6.99	7.50	Status Change
Building Services	Albert Brown	Building Services Attendant	10/17/2005		6.99	7.50	Status Change
Building Services	Kimberly Brown	Building Services Attendant	10/17/2005		6.99	7.50	Status Change
Building Services	Heidi Emody	Building Services Attendant	11/14/2005		6.99	7.50	Status Change
Building Services	Cynthia McDavitt	Building Services Attendant	11/14/2005		6.99	7.50	Status Change
Building Services	Charlene Meador	Building Services Attendant	11/14/2005		6.99	7.50	Status Change
Building Services	Jo Ann Waters	Building Services Attendant	11/14/2005		6.99	7.50	Status Change
Distance Learning	Tabatha Spain	Testing Specialist	11/14/2005		7.00	24,000.00	Status Change
Facilities Management	Kevin Gutierrez	Building Services Attendant	10/17/2005		6.99	7.50	Status Change
Facilities Management	Dwayne Holloway	Building Services Attendant	10/17/2005		6.99	7.50	Status Change
Facilities Management	Justin Stilts	Building Services Attendant	10/17/2005		6.99	7.50	Status Change
Registrar's Office	Patrick Rabbot	Student Records Associate	11/14/2005		8.00	22,512.00	Status Change
Academic Affairs & Provost's Office	Alecea Jones	SM Temp Clerical 00	12/01/2005	02/28/2006		20,808.00	Reappointment
Communication Disorders	Virginia Hill	PT PNF	07/01/2005	06/30/2006		14,727.00	Reappointment
Intramural/Recreational Sports	Stephen Byrd	Intramural Coordinator	11/22/2005	07/31/2006		27,696.00	Reappointment
Academic Advising	Michael Purpus	Coordinator, Orientation	01/01/2006		41,844.00	42,132.00	Gender/Ethnicity Salary Inc.
Academic Affairs & Provost's Office	John Petersen	Associate Vice President	01/01/2006		118,236.00	118,644.00	Gender/Ethnicity Salary Inc.
Academic Technology	Nancy Graham	Office Assistant	01/01/2006		28,872.00	29,352.00	Gender/Ethnicity Salary Inc.
Admin. Systems and Applications	Gregory Hackbarth	Systems Administrator II	01/01/2006		54,000.00	54,816.00	Gender/Ethnicity Salary Inc.
Admin. Systems and Applications	Seroba Hardcastle	Systems Specialist	01/01/2006		33,264.00	33,528.00	Gender/Ethnicity Salary Inc.
Admin. Systems and Applications	Gordon Johnson	Director	01/01/2006		94,500.00	94,788.00	Gender/Ethnicity Salary Inc.
Admin. Systems and Applications	Gregory Kunkel	Database Administrator II	01/01/2006		54,372.00	55,188.00	Gender/Ethnicity Salary Inc.
Admin. Systems and Applications	Nancy Scott	Database Administrator II	01/01/2006		56,232.00	57,408.00	Gender/Ethnicity Salary Inc.
Admin. Systems and Applications	Donald Wade	Oper/Tech Support Analyst II	01/01/2006		34,128.00	34,848.00	Gender/Ethnicity Salary Inc.
Admissions Office	Brice Boyer	Admissions Counselor	01/01/2006		31,368.00	31,728.00	Gender/Ethnicity Salary Inc.
Admissions Office	Rachel Bratcher	Admissions Associate	01/01/2006		21,312.00	21,600.00	Gender/Ethnicity Salary Inc.
Admissions Office	Paul Casebolt	Admissions Counselor	01/01/2006		28,810.00	29,076.00	Gender/Ethnicity Salary Inc.
Admissions Office	John Collins	Admissions Associate	01/01/2006		21,768.00	22,032.00	Gender/Ethnicity Salary Inc.

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Admissions Office	Marvin Daniel	Coordinator	01/01/2006		37,104.00	37,344.00	Gender/Ethnicity Salary Inc.
Admissions Office	Dean Kahler	Director	01/01/2006		78,360.00	78,648.00	Gender/Ethnicity Salary Inc.
Admissions Office	Robert Roberson	Graphic Artist	01/01/2006		33,228.00	33,876.00	Gender/Ethnicity Salary Inc.
Admissions Office	Deborah Robertson	Admissions Associate	01/01/2006		21,000.00	21,528.00	Gender/Ethnicity Salary Inc.
Admissions Office	John Ruby	Admissions Counselor	01/01/2006		29,832.00	30,048.00	Gender/Ethnicity Salary Inc.
Admissions Office	Retha Spinks	Admissions Associate	01/01/2006		21,528.00	21,864.00	Gender/Ethnicity Salary Inc.
Admissions Office	Linda Spinney	Admissions Associate	01/01/2006		26,112.00	26,328.00	Gender/Ethnicity Salary Inc.
Admissions Office	Finley Woodard	Associate Director	01/01/2006		50,364.00	51,516.00	Gender/Ethnicity Salary Inc.
Alumni Relations	Doris Vance	Office Associate	01/01/2006		27,408.00	27,672.00	Gender/Ethnicity Salary Inc.
Athletics	Deborah Carroll	Business Operations Specialist	01/01/2006		29,244.00	30,420.00	Gender/Ethnicity Salary Inc.
Athletics	Phyllis Finch	Office Associate	01/01/2006		26,724.00	27,252.00	Gender/Ethnicity Salary Inc.
Athletics	Pamela Herriford	Associate Director	01/01/2006		62,784.00	63,720.00	Gender/Ethnicity Salary Inc.
Auxiliary Services	Sherry Blanton	Manager, Operations	01/01/2006		36,372.00	36,852.00	Gender/Ethnicity Salary Inc.
Biology	John Clauson	Lab Tech Coordinator	01/01/2006		38,868.00	39,588.00	Gender/Ethnicity Salary Inc.
Bookstore	Floyd Anders	Bookstore Associate	12/26/2005		11.65	12.13	Gender/Ethnicity Salary Inc.
Bookstore	Evon Bryant	Bookstore Associate	12/26/2005		10.66	10.96	Gender/Ethnicity Salary Inc.
Bookstore	Alice Cannon	Manager, Bookstore Accounting	12/26/2005		17.33	17.64	Gender/Ethnicity Salary Inc.
Bookstore	Shawna Cawthorn	Director	01/01/2006		54,084.00	55,260.00	Gender/Ethnicity Salary Inc.
Bookstore	Forrest Halford	Bookstore Dept Manager	01/01/2006		38,040.00	38,280.00	Gender/Ethnicity Salary Inc.
Bookstore	Jimmy Kelly	Bookstore Dept Manager	01/01/2006		34,620.00	35,100.00	Gender/Ethnicity Salary Inc.
Bookstore	Donnie Raines	Supervsr, Shipping & Receiving	12/26/2005		13.44	13.79	Gender/Ethnicity Salary Inc.
Bookstore	Cherry Tarter	Mgr. South Campus Bookstore	12/26/2005		16.50	16.74	Gender/Ethnicity Salary Inc.
Building Services	Martha Adamson	Building Services Attendant	12/26/2005		7.71	7.83	Gender/Ethnicity Salary Inc.
Building Services	Robin Andrews	Building Services Attendant	12/26/2005		9.26	9.38	Gender/Ethnicity Salary Inc.
Building Services	Eva Burden	Building Services Attendant	12/26/2005		9.13	9.25	Gender/Ethnicity Salary Inc.
Building Services	Willis Conley	Building Services Attendant	12/26/2005		8.86	8.98	Gender/Ethnicity Salary Inc.
Building Services	Rosie Driver	Building Services Attendant	12/26/2005		9.97	10.09	Gender/Ethnicity Salary Inc.
Building Services	Betty Flora	Building Services Attendant	12/26/2005		9.15	9.74	Gender/Ethnicity Salary Inc.
Building Services	Carol Humphrey	Building Services Attendant	12/26/2005		7.50	8.05	Gender/Ethnicity Salary Inc.
Building Services	Melvin Jennette	Building Services Attendant	12/26/2005		8.93	9.08	Gender/Ethnicity Salary Inc.
Building Services	Patricia Jewell	Building Services Attendant	12/26/2005		9.34	9.47	Gender/Ethnicity Salary Inc.
Building Services	Joyce Manning	Building Services Attendant	12/26/2005		7.57	7.69	Gender/Ethnicity Salary Inc.
Building Services	Ruth Miller	Building Services Attendant	12/26/2005		7.50	7.62	Gender/Ethnicity Salary Inc.
Building Services	Penny Price	Supervisor	12/26/2005		14.43	14.55	Gender/Ethnicity Salary Inc.
Building Services	Billy Teel	Building Services Attendant	12/26/2005		8.70	8.93	Gender/Ethnicity Salary Inc.
Building Services	Brenda Whitaker	Building Services Attendant	12/26/2005		9.17	9.29	Gender/Ethnicity Salary Inc.
Building Services	Karen Wingo	Building Services Attendant	12/26/2005		7.50	7.62	Gender/Ethnicity Salary Inc.
Building Services	Larry Woods	Building Services Attendant	12/26/2005		8.84	8.96	Gender/Ethnicity Salary Inc.
Bursar	Patricia Bodkin	Billings/Rec Accts Specialist	01/01/2006		26,352.00	27,864.00	Gender/Ethnicity Salary Inc.
Bursar	Wanda Johnson	Accounts Specialist	01/01/2006		22,176.00	23,688.00	Gender/Ethnicity Salary Inc.
Bursar	Tanya Vincent	Billings/Rec Accts Specialist	01/01/2006		21,288.00	22,800.00	Gender/Ethnicity Salary Inc.
Campus Services	Keith Kubic	Supv, Vehicle Services	12/26/2005		18.31	18.67	Gender/Ethnicity Salary Inc.
Career Services Center	Carol White	Associate Director	01/01/2006		52,728.00	53,904.00	Gender/Ethnicity Salary Inc.
College of Ed & Behavioral Science	Cathie Bryant	Office Coordinator	01/01/2006		39,048.00	39,264.00	Gender/Ethnicity Salary Inc.
College of Ed & Behavioral Science	Charles Evans	Dean	01/01/2006		123,060.00	123,420.00	Gender/Ethnicity Salary Inc.
College of Ed & Behavioral Science	Susan Krisher	Office Associate	01/01/2006		29,448.00	29,664.00	Gender/Ethnicity Salary Inc.
College of Health & Human Services	John Bonaguro	Dean	01/01/2006		118,704.00	119,112.00	Gender/Ethnicity Salary Inc.
Consumer & Family Sciences	Lauri Warden	Office Associate	01/01/2006		27,984.00	28,200.00	Gender/Ethnicity Salary Inc.
Controller	Shelley Baird	Assistant Payroll Manager	01/01/2006		41,496.00	41,712.00	Gender/Ethnicity Salary Inc.
Controller	Janice Hines	Accounts Specialist	01/01/2006		32,376.00	33,312.00	Gender/Ethnicity Salary Inc.
Controller	Teresa Wheel	Asst Mgr, Plnt/Cptl Proj Acct	01/01/2006		45,300.00	45,684.00	Gender/Ethnicity Salary Inc.
Controller	Sharon Young	Mgr, Grants/Contracts Acct	01/01/2006		56,316.00	56,964.00	Gender/Ethnicity Salary Inc.

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Counseling & Testing Center	Donna Gregory	Coord, Assessment & Planning	01/01/2006		28,596.00	29,412.00	Gender/Ethnicity Salary Inc.
Counseling & Testing Center	Karl Laves	Assistant Director	01/01/2006		53,328.00	54,024.00	Gender/Ethnicity Salary Inc.
Dean Graduate Study	Elmer Gray	Dean	01/01/2006		118,260.00	119,196.00	Gender/Ethnicity Salary Inc.
Dean Graduate Study	Lisa Murrell	Assistant to the Dean	01/01/2006		50,076.00	50,292.00	Gender/Ethnicity Salary Inc.
Development	Krista Steenbergen	Director, Development OCSE	01/01/2006		55,404.00	56,124.00	Gender/Ethnicity Salary Inc.
Development	Leslie Watkins	Director, Development AHSS	01/01/2006		54,504.00	55,224.00	Gender/Ethnicity Salary Inc.
Educational Telecommunications	Rita Isenberg	Business Manager	01/01/2006		46,680.00	47,544.00	Gender/Ethnicity Salary Inc.
Educational Television Services	Cheryl Beckley	Producer/Director	01/01/2006		43,860.00	44,244.00	Gender/Ethnicity Salary Inc.
Educational Television Services	Stephen Pulliam	TV Engineer	01/01/2006		48,984.00	49,704.00	Gender/Ethnicity Salary Inc.
Engineering	Ronald Rizzo	Staff Engineer	01/01/2006		53,460.00	54,060.00	Gender/Ethnicity Salary Inc.
Environmental Health & Safety	Cynthia George	Env Hlth and Safety Technician	12/26/2005		16.92	17.17	Gender/Ethnicity Salary Inc.
Environmental Health & Safety	Larry Page	Mgr, Env Health and Safety	12/26/2005		22.68	22.81	Gender/Ethnicity Salary Inc.
Environmental Health & Safety	Charlotte Reeder	Director	01/01/2006		63,008.00	64,008.00	Gender/Ethnicity Salary Inc.
Environmental Health & Safety	Gary Spichiger	Radiation Safety Officer	01/01/2006		44,088.00	44,520.00	Gender/Ethnicity Salary Inc.
Equal Opportunity/504/ADA Comp	Matthew Davis	Coord/Student Disability	01/01/2006		29,040.00	29,688.00	Gender/Ethnicity Salary Inc.
Equal Opportunity/504/ADA Comp	Huda Melky	Director	01/01/2006		76,608.00	77,208.00	Gender/Ethnicity Salary Inc.
Extended Campus-Elizabethtown	Ronald Stephens	Director	01/01/2006		77,160.00	77,376.00	Gender/Ethnicity Salary Inc.
Extended Campus-Glasgow	Juanita Bayless	Director	01/01/2006		80,844.00	81,060.00	Gender/Ethnicity Salary Inc.
Extended Campus-Owensboro	Marilyn Brookman	Director	01/01/2006		78,804.00	79,020.00	Gender/Ethnicity Salary Inc.
Extended Learning & Outreach (DELO)	Jacquelyn Ellis	Distance Learning Specialist	01/01/2006		30,720.00	31,656.00	Gender/Ethnicity Salary Inc.
Extended Learning & Outreach (DELO)	Sharon Woodward	Program Director, Cont. Ed.	01/01/2006		37,236.00	37,476.00	Gender/Ethnicity Salary Inc.
Facilities Management	Jessica Adamson	Coord, Facility Services	12/26/2005		14.81	15.35	Gender/Ethnicity Salary Inc.
Facilities Management	Curtis Baker	Supv, Carpentry and Masonry	12/26/2005		20.47	20.83	Gender/Ethnicity Salary Inc.
Facilities Management	Floyd Berthelot	Supv, Electrical Shop	12/26/2005		21.73	22.09	Gender/Ethnicity Salary Inc.
Facilities Management	Kimmy Givens	Supervisor, Zone Maintenance	12/26/2005		16.48	16.60	Gender/Ethnicity Salary Inc.
Facilities Management	James Greenwood	Supv, Electronics	12/26/2005		25.05	25.41	Gender/Ethnicity Salary Inc.
Facilities Management	Larry Holder	Welder	12/26/2005		15.39	15.51	Gender/Ethnicity Salary Inc.
Facilities Management	Linda Holder	Coord, Facility Services	12/26/2005		18.44	18.96	Gender/Ethnicity Salary Inc.
Facilities Management	George Hunt	Carpenter	12/26/2005		11.20	11.37	Gender/Ethnicity Salary Inc.
Facilities Management	Gregory Lake	Electronics and TV Technician	12/26/2005		17.15	17.39	Gender/Ethnicity Salary Inc.
Facilities Management	Danny Madison	Supv, Plumbing/Master Plumber	12/26/2005		22.25	22.61	Gender/Ethnicity Salary Inc.
Facilities Management	Kathy Miller	Building Services Attendant	12/26/2005		7.50	7.62	Gender/Ethnicity Salary Inc.
Facilities Management	Melinda Peay	Head Stockroom Associate	12/26/2005		16.42	16.54	Gender/Ethnicity Salary Inc.
Facilities Management	Zackie Ramsey	Recreation Equipment Mechanic	12/26/2005		12.15	12.27	Gender/Ethnicity Salary Inc.
Gordon Ford College of Business	Reed Vesey	Coord, Student Services	01/01/2006		36,096.00	36,312.00	Gender/Ethnicity Salary Inc.
Health Services	Patricia Banahan	Staff Nurse, RN	01/01/2006		33,672.00	34,848.00	Gender/Ethnicity Salary Inc.
Health Services	Laurie Brown	Staff Nurse, RN	01/01/2006		33,624.00	34,800.00	Gender/Ethnicity Salary Inc.
Health Services	Kathryn Steward	Coordinator, Health Education	01/01/2006		37,702.00	37,920.00	Gender/Ethnicity Salary Inc.
Housing & Residence Life	Brian Kuster	Director	01/01/2006		79,356.00	80,004.00	Gender/Ethnicity Salary Inc.
Housing & Residence Life	Katherine Tolbert	Director of Housing Operations	01/01/2006		63,456.00	64,344.00	Gender/Ethnicity Salary Inc.
Human Resources	Patricia Booth	Mgr, HR Info Systems Support	01/01/2006		41,496.00	41,976.00	Gender/Ethnicity Salary Inc.
Human Resources	Tony Glisson	Director	01/01/2006		91,836.00	92,412.00	Gender/Ethnicity Salary Inc.
Human Resources	Mary McBride	Mgr/Emp Benefits & Retirement	01/01/2006		57,708.00	58,236.00	Gender/Ethnicity Salary Inc.
HVAC Services	Clifton Johnson	Supv, HVAC	12/26/2005		22.32	22.68	Gender/Ethnicity Salary Inc.
HVAC Services	David Williams	Sr Boiler Operator	12/26/2005		17.07	17.67	Gender/Ethnicity Salary Inc.
Institutional Advancement	Richard Dubose	Dir Corp/Foundation Relations	01/01/2006		82,980.00	83,964.00	Gender/Ethnicity Salary Inc.
Institutional Research	Robert Cobb	Director	01/01/2006		84,348.00	84,972.00	Gender/Ethnicity Salary Inc.
Institutional Research	Sharon Hunter	Database Analyst	01/01/2006		52,032.00	52,272.00	Gender/Ethnicity Salary Inc.
Libraries	Michael Binder	Dean	01/01/2006		106,032.00	106,680.00	Gender/Ethnicity Salary Inc.
Libraries	Phyllis Chelf	Coord, Mkt and Special Events	01/01/2006		43,896.00	44,208.00	Gender/Ethnicity Salary Inc.

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Library Public Services	Debra Day	Interlibrary Loan Specialist	01/01/2006		30,696.00	30,912.00	Gender/Ethnicity Salary Inc.
Library Special Collections	Lynn Niedermeier	Archival Assistant	01/01/2006		21,024.00	21,240.00	Gender/Ethnicity Salary Inc.
Library Special Collections	Tony Thurman	Exhibits Technician	01/01/2006		25,200.00	25,416.00	Gender/Ethnicity Salary Inc.
Network Computing & Communications	George Beckley	Director	01/01/2006		85,500.00	85,836.00	Gender/Ethnicity Salary Inc.
Network Computing & Communications	Wilma Malone	Office Associate	01/01/2006		31,848.00	32,640.00	Gender/Ethnicity Salary Inc.
Network Computing & Communications	Jeptha Sumpter	Network Services Engineer	01/01/2006		59,520.00	59,880.00	Gender/Ethnicity Salary Inc.
Network Computing & Communications	Timothy Vincent	Network Security Specialist	01/01/2006		49,464.00	49,776.00	Gender/Ethnicity Salary Inc.
Office of Diversity Programs	Monica Burke	Associate Director	01/01/2006		43,176.00	43,896.00	Gender/Ethnicity Salary Inc.
Office of Diversity Programs	Tracey Williams	Assistant Director	01/01/2006		32,052.00	32,772.00	Gender/Ethnicity Salary Inc.
Ogden College of Science & Engr	Blaine Ferrell	Dean	01/01/2006		126,576.00	126,936.00	Gender/Ethnicity Salary Inc.
Ogden College of Science & Engr	Michael Young	College Engineer	01/01/2006		60,708.00	61,188.00	Gender/Ethnicity Salary Inc.
Physics & Astronomy	Susan Livesay	Office Associate	01/01/2006		27,264.00	27,600.00	Gender/Ethnicity Salary Inc.
Planning, Design & Construction	Annette Dillieira	Project Manager, Construction	01/01/2006		58,596.00	58,884.00	Gender/Ethnicity Salary Inc.
Police	Nancy Kinkade	Communications/Data Associate	01/01/2006		24,072.00	24,912.00	Gender/Ethnicity Salary Inc.
Police	Jerry Phelps	Field Operations Cmndr (Major)	01/01/2006		63,840.00	64,320.00	Gender/Ethnicity Salary Inc.
Police	Charles Wallace	Com/Staff Svc Commander (Cpt)	01/01/2006		54,576.00	55,056.00	Gender/Ethnicity Salary Inc.
Potter College, Arts/Hum/Social/Sci	David Lee	Dean	01/01/2006		128,412.00	128,748.00	Gender/Ethnicity Salary Inc.
Public Radio Services	Peter Bryant	Manager/Program Director	01/01/2006		54,900.00	55,164.00	Gender/Ethnicity Salary Inc.
Public Radio Services	Fredric Miller	Producer/Announcer	01/01/2006		32,988.00	33,708.00	Gender/Ethnicity Salary Inc.
Public Radio Services	Leland Stott	Music Director	01/01/2006		46,776.00	47,496.00	Gender/Ethnicity Salary Inc.
Purchasing and Accounts Payable	Maxine Hardin	Chief Buyer	01/01/2006		43,860.00	44,100.00	Gender/Ethnicity Salary Inc.
Purchasing and Accounts Payable	John Warden	Supv, Shipping & Receiving	01/01/2006		26,208.00	26,424.00	Gender/Ethnicity Salary Inc.
Registrar's Office	Judith Byrd	Associate Registrar	01/01/2006		50,676.00	51,828.00	Gender/Ethnicity Salary Inc.
Registrar's Office	Joyce Cooke	Office Coordinator	01/01/2006		28,584.00	29,160.00	Gender/Ethnicity Salary Inc.
Registrar's Office	Laura Dilliha	Student Records Specialist	01/01/2006		28,296.00	28,512.00	Gender/Ethnicity Salary Inc.
Registrar's Office	Freida Eggleton	Registrar/Coordinator	01/01/2006		79,920.00	81,024.00	Gender/Ethnicity Salary Inc.
Registrar's Office	Marleen Murphy	Associate Registrar	01/01/2006		53,784.00	54,912.00	Gender/Ethnicity Salary Inc.
Small Business Development Center	Richard Horn	Director	01/01/2006		55,332.00	55,740.00	Gender/Ethnicity Salary Inc.
Student Activity ,Org & Leadership	Thomas Taylor	Dir/Univ Centers & Leadership	01/01/2006		71,712.00	72,240.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	Nancy Alfonso	Coordinator, Direct Lending	01/01/2006		38,172.00	39,276.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	Jennifer Burchell	Financial Aid Counselor	01/01/2006		29,832.00	30,744.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	Cynthia Burnette	Director	01/01/2006		65,160.00	65,928.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	Ometha Doss	Financial Aid Assistant	01/01/2006		23,736.00	24,216.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	Susan Martin	Financial Aid Counselor	01/01/2006		29,580.00	30,660.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	Allison Van Wyngarden	Financial Aid Counselor	01/01/2006		29,784.00	30,696.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	James Wagoner	Assistant Director	01/01/2006		42,504.00	43,224.00	Gender/Ethnicity Salary Inc.
Student Financial Assistance	Darlene Young	Financial Aid Counselor	01/01/2006		29,220.00	30,300.00	Gender/Ethnicity Salary Inc.
Student Life	Howard Bailey	Assoc VP/Student Affairs & Dev	01/01/2006		98,076.00	98,388.00	Gender/Ethnicity Salary Inc.
Student Technology	Stephanie Coy	Manager, Computer Lab	01/01/2006		34,608.00	34,824.00	Gender/Ethnicity Salary Inc.
Student Technology	Janice Osborne	Manager, Computer Laboratory	01/01/2006		45,864.00	46,344.00	Gender/Ethnicity Salary Inc.
Teacher Services	Denise Garner	Academic Advisor	01/01/2006		30,732.00	31,668.00	Gender/Ethnicity Salary Inc.
Teacher Services	Kaye Gordon	Certification Officer	01/01/2006		40,680.00	40,944.00	Gender/Ethnicity Salary Inc.
Teacher Services	Deborah Sloss	Academic Advisor	01/01/2006		33,804.00	34,740.00	Gender/Ethnicity Salary Inc.
Telecommunications	Annette Stratton	Campus Operator/Receptionist	01/01/2006		19,032.00	19,248.00	Gender/Ethnicity Salary Inc.
Theatre & Dance	Nanci Hall	Office Associate	01/01/2006		29,256.00	29,472.00	Gender/Ethnicity Salary Inc.
Ticket Manager	James Cope	Manager, Ticket Sales	01/01/2006		37,272.00	38,208.00	Gender/Ethnicity Salary Inc.
University Relations	Bruce Davis	Web Services Manager	01/01/2006		39,432.00	40,152.00	Gender/Ethnicity Salary Inc.
University Relations	Marcus Dukes	Graphic Artist	01/01/2006		30,984.00	31,920.00	Gender/Ethnicity Salary Inc.
Women's Basketball	Jennifer Ragan	Office Associate	01/01/2006		25,980.00	26,460.00	Gender/Ethnicity Salary Inc.

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Admissions Office	Catron Burdette	Telecounseling Supervisor	10/10/2005		20,832.00	28,368.00	Promotion
Building Services	Shondus Young	Team Leader, Bldg Svcs	10/03/2005		10.67	12.80	Promotion
Building Services	William Stewart	HVAC Technician	11/07/2005		10.67	12.75	Promotion
Campus Services	Thomas Price	Supv, Landscaping	11/14/2005		18.42	22.10	Promotion
Career Services Center	Rebecca Bennett	Director	11/01/2005		48,732.00	72,000.00	Promotion
Parking & Traffic Improvements	Mary Meffert	Accounts Specialist	10/10/2005		23,496.00	27,504.00	Promotion
Bursar	Julie Ahlers	Associate Bursar	01/01/2006		38,820.00	42,720.00	Reclassification
Bursar	Dina Bessette	Associate Bursar	01/01/2006		42,036.00	46,236.00	Reclassification
Career Services Center	Tess McKinley	Assistant Director	01/01/2006		39,060.00	40,008.00	Reclassification
Registrar's Office	Cheryl Whitfield	Degree Audit Encoder/Analyst	01/01/2006		30,336.00	35,352.00	Reclassification
Associate VP for Campus Services	James Somers	BW PT Tech 00	10/31/2005	06/30/2006	27.95	46.29	Salary Increase
Bursar	Deirdre Lawless	Receivables Specialist	01/01/2006		23,904.00	25,416.00	Salary Increase
Postal Services	Herbert Benningfield	BW PT Maint 00	10/31/2005		8.81	9.81	Salary Increase
Swimming	Alan Pfau	BW PT Maint 00 (Other)	11/01/2005		7.80	11.70	Salary Increase
Academic Affairs & Provost's Office	John Petersen	Stipend, International Programs	12/01/2005	06/30/2006		650.00/mo	Stipend
Hilltopper Athletic Foundation	Ellen Suwanski	Membership Services Associate	11/01/2005	12/31/2005	25,632.00	31,008.00	Temporary Rate Increase
Human Resources	Sherry Nation	Data Management Associate	12/01/2005	06/30/2006	28,272.00	30,384.00	Temporary Rate Increase
Human Resources	Glenda Wahl	Employment Services Associate	12/01/2005	06/30/2006	29,280.00	32,880.00	Temporary Rate Increase
College of Health & Human Services	Kristina Harvey	Office Assistant	10/25/2005		23,016.00	23,016.00	Transfer
Controller	Mary Cole	Staff Accountant	11/28/2005		51,732.00	43,524.00	Transfer
Facilities Management	Stacey Boehmer	Building Services Attendant	10/03/2005		7.52	7.52	Transfer
Purchasing	Ronald Slavic	Manager, Inventory Control		11/18/2005			Death
Building Services	Donita Brown	Building Services Attendant		10/21/2005			Termination
Building Services	Jacquelyn Churchwell	Building Services Attendant		12/07/2005			Termination
Building Services	Maude Earthman	Building Services Attendant		10/25/2005			Termination
Building Services	James Merrick	Zone Maintenance Technician		11/28/2005			Termination
Human Resources	Tonya Scgers	Office Associate		11/30/2005			Termination
Public Health	Adriene Caton	FT Temp Clerical		11/23/2005			Termination
Shuttle Service	Jerry Alford	BW PT Maint 00		10/21/2005			Termination
Student Technology	Michael Bruton	Computer Lab Consultant		11/18/2005			Termination

Motion for approval of recommended personnel actions was made by Ms. Jordan and seconded by Ms. Roberts.

Responding to questions about a recommended adjustment described as “gender/ethnicity,” President Ransdell stated, “For the second time in the last several years, we had a campus committee that evaluated all salaries across campus. It started out as a gender and ethnicity review, but it became broader than that, and all salaries were considered whether they were a sufficient level or below market. Two hundred and eighty-four positions were identified in this process for a total of \$141,462 (spread over a two-year budget cycle) in recommendations brought forward by the committee.”

Tony Glisson, Director of Human Resources, was available to explain the process and answer questions. Discussion followed regarding the appropriateness of identifying the adjustments as “gender/ethnicity.” It was agreed that a more appropriate descriptor would be “equity.”

Ms. Jordan’s motion to approve the recommended personnel actions carried unanimously.

AGENDA ITEM 5.5 - Appointment of a committee to coordinate and facilitate the President’s evaluation by the Board

Chair Martin appointed a three-member committee to coordinate and facilitate the President’s 2005 evaluation by the Board. The Committee will consist of Earl Fischer, Chair; Ms. Forrest Roberts, and Ms. LaDonna Rogers.

AGENDA ITEM 6 - President’s Report

6.1 Distribution of 2004-05 University Annual Report, and 2004-05 Strategic Plan Progress Report, and 2006-08 Strategic Plan

Copies of these reports were distributed to members of the Board and are filed in the Board’s official files. Dr. Ransdell, Bob Edwards, and Dennis George briefly reviewed and informed Board members about these latest reports.

6.2 Internal Auditing - Review of 2004-05 Activities; Schedule for 2006

Mr. Warren Irons reviewed the 2004-05 audit results and the proposed schedule for 2006. Copies of those reports were provided to Board members and are filed in the Board’s official files.

The Board discussed ways to improve/define the role/relationship of Internal Audit with the Board. Currently the auditing function falls under the overview of the Executive Committee of the Board.

The Secretary was requested to draft language for consideration at the next meeting to change the reporting line of the Internal Auditor from the Executive Committee to the Finance and Audit Committee.

AGENDA ITEM 7 - Informational

7.1 Institutional Advancement Report

Tom Hiles and Bob Edwards reviewed the updates found on pages 41-48 of the agenda packet.

7.2 State Legislative Update

Robbin Taylor, Assistant to the President for Governmental Relations, distributed and discussed a card which outlines Western's Legislative Priorities with the 2006 General Assembly. A copy of that card is filed in the Board's official files.

7.3 Final 2006 Federal Appropriations

Ms. Taylor distributed a January 18, 2006, memorandum to the President which outlined the 2006 Federal Appropriations in the amount of \$10,278,500.

7.4 SACS - Final Reaccreditation

Provost Burch reported that the two-year long process culminated with full affirmation of our accreditation in December. There are a number of positive comments about our programs; the only area requiring follow up is in credentials for four part-time faculty.

7.5 New Business Dean

Dr. Ransdell announced the appointment of Dr. William J. Tallon from Northern Illinois University as the new Dean of the Gordon Ford College of Business, effective June 1, 2006.

7.6 Progress Report on Proposal for Doctoral Program in Educational Leadership

WKU is moving aggressively forward with seeking approval for a doctoral program in Education leadership which will be tailored in a very unique way. Heavy emphasis will be placed on access; many different delivery systems will be used with emphasis on what teachers and administrators need that can also be drawn on for professional development. This is the first doctoral program that will be moved forward in the comprehensive institutions. It will be a joint-degree program with Eastern Kentucky University. It is being built in a way that will offer other institutions to work with Western. This will come forward as a recommendation for the Board's approval at the April meeting.

A motion was made by Ms. Gray and seconded by Ms. Rogers to adopt the following statement: *"This Board is pleased with this discussion and looks forward to a formal recommendation for approval at its next meeting."* The motion carried unanimously.

7.7 Winter Term Update

Information was distributed about the first-ever Winter Term in which approximately 1600 students were enrolled. A follow-up report will follow.

7.8 Capital Construction Project Status Report

The quarterly Capital Construction Project Status Report was made available in the Board packet on pages 49-50.

7.9 Report on Campus Debt Capacity and Bond Profile

DEBT CAPACITY AND ISSUANCE OF BONDS

Overview:

There is no single factor to determine if an institution has too much debt; however,

the rating agencies look at a calculation of debt coverage. Rating agencies also look at enrollment trends, private giving, and trends in state funding for colleges and universities. A solid rating from the rating agencies indicates an institution's financial stability and ability to make its debt payments. The last time Western Kentucky University securing ratings was in November 2003 with the issuance of Series Q bonds. Moody's rating was "A2" and Standard and Poor's rating was "A-."

For Kentucky's public colleges and universities, Consolidated Educational Buildings Revenue Bonds (ConEd bonds), "student registration fees" are designated as the source of revenues to support such bonds. Per official bonds statements, ConEd bonds "do not constitute a debt, liability or obligation of the Commonwealth of Kentucky nor a pledge of the full faith and credit of the Commonwealth." "Student Registration Fees are to be set aside... and are made subject to a first lien and paramount charge for the security and source of payment of all outstanding Bonds."

Western Kentucky University is still paying on three bond issues that were authorized by the Commonwealth of Kentucky and for which state funds were provided to make the bonds payments. Technically, the State General Fund is a replacement for the student registration fees that must be pledged to the bonds. In more recent years, the Commonwealth has issued state-supported bonds for higher education through the Office of Debt Management rather than requesting the institutions to issue additional ConEd bonds.

Each bonds statement includes a section in regard to governing board issuing additional bonds. The following is from WKU's Series Q bonds statement:

Additional bonds... may be issued ... provided (a) That at the time of the issuance of the additional Bonds there is no deficiency in the amount required to be paid into the Bond Fund, and; (b) That the average of the annual Revenues from the Consolidated Educational Buildings Project for the two fiscal years immediately proceeding the issuance of the additional Bonds, as indicated in a statement by the Treasurer of the Board to be filed with the Trustee, was equal to not less than 1.25 times, the maximum Aggregate Principal, Interest and Bond Fund Charges in any succeeding twelve-month period ending May 1 on the Bonds then outstanding....

WKU's Series Q Official Bond Statement included actual tuition and fees for FY 2002 and FY 2003 and calculated an average of the two years (\$50,338,900). This tuition and fees average is compared to the highest remaining annual debt payment for WKU (FY 2007, \$5,018,704). A coverage of debt service requirements calculation of 10.03 (times maximum debt service covered) was provided in the statement. Again, this is based on the bonds' requirement that tuition and fees are pledged to pay long-term debt, not the State General Fund.

Outstanding WKU Consolidated Educational Buildings Revenue Bonds (ConEd Bonds), As of June 30, 2005

	<u>Amount Outstanding</u>	<u>Year of Final Maturity</u>
<u>State-supported</u>		
Series M	\$1,790,000	2007
Series N	4,195,000	2012
Series O	6,962,400	2010
Subtotal (State*)	12,947,400	
<u>WKU-revenue supported</u>		
Series P	10,235,700	2023
Series Q	10,531,600	2023
Total	\$33,714,700	

Based on Series Q, total debt service payments by fiscal year are as follows:

2006	\$5,006,135	2015	1,685,663
2007	5,018,704	2016	1,688,835
2008	4,058,478	2017	1,683,318
2009	3,775,470	2018	1,685,581
2010	3,796,405	2019	1,684,061
2011	2,230,910	2020	1,684,798
2012	2,237,923	2021	1,687,211
2013	1,686,229	2022	1,681,554
2014	1,689,614	2023	1,687,662
			(liquidate remaining debt service reserve to make last payment)

It is noted that the highest remaining annual debt payment, based on Series Q, is recognized as to be paid in FY 2007. It is anticipated that the last debt payment of state-supported bonds will be in FY 2012. Series P and Q bonds are ConEd bonds with no state support and these bonds have final payments in 2023.

Actual Source of Funds for Paying Current Bonds

We receive a state-supported debt service allocation that technically replaces the student registration fees pledged to the debt payment. The sources of funds for the 2005-06 budgeted debt service payments are summarized as follows:

State appropriation	\$3,202,200
Investment income	50,000
Federal interest subsidy	66,000
Academic Quality, restricted tuition	600,000
Parking and Trans., restricted tuition	841,000
Tuition	247,400
Total	\$5,006,600

Not included in the above analysis is the pledge payable to the City of Bowling Green for the renovation and expansion of Diddle Arena. Per the Management Agreement, suite rentals (net of ticket sales and HAF contributions) and Student Athletics Fee are pledged for payment to the City. 2005-06 projected Student Athletics Fees total is \$3,415,000 and \$1,425,200 will be allocated for the payment. The University has covenanted and agreed to maintain the Student Athletics Fee not less than the principal and interest of the bonds. (Current budget equates to a debt coverage of 1.13 for the highest remaining principal and interest payment due in 2021. The Student Athletics Fee increases annually based on enrollment changes and the Higher Education Price Index).

By Statute, universities are authorized to issue Housing and Dining Bonds and the Auxiliary Enterprises revenue is designated as the source of revenue to support these bonds. With the existence of the Student Life Foundation (SLF) and housing revenue being a revenue stream for the SLF, WKU no longer has the capacity to issue Housing and Dining Bonds based on the remaining Auxiliary Enterprises revenue stream. Additionally, Auxiliary Enterprises are required to make annual payments to SLF for a share of remaining debt on Downing University Center and Garrett Conference Center until 2009.

Issuing Additional ConEd Bonds in FY 2006

Western Kentucky University is authorized to issue ConEd bonds in FY 2006 for the following projects:

<u>FY 2006 Project</u>	<u>Amount</u>	<u>Funding Source</u>
South Campus Improvements	\$7,000,000	Academic Quality I allocation
Student Health Services Clinic	4,000,000	Health Services recurring budget
IT Infrastructure	3,000,000	Academic Quality II allocation
Renovate Academic/ Athletic #2, Phase 1	9,500,000	Campus Rebuilding Fee, FY 06
Schneider Hall (KM&S Academy)	5,000,000	KM&SA recurring budget
Total	\$28,500,000	

It is anticipated that all of the above construction projects will be bonded by spring 2006. Actual bonding will include construction, debt service reserve, and cost of issuance.

The funding sources identified allow for slightly better than a 1.0 debt coverage factor based on each individual project, but, again, the actual debt coverage calculation to be made for the next bonds sale will be based on total tuition and fees and total maximum remaining debt payment for all bond issues.

Current data from the State indicate that the annual debt payment (over 20 years) for these FY 2006 projects is likely to be approximately \$3 million. Adding this debt to total University debt and factoring in the most recent two-year average tuition and fees receipts will still leave the University with a strong debt coverage calculation. Let it be noted, again, that the industry's debt coverage calculation is based on only tuition and fees as being the sole source for debt payments.

In preparation for the sale of bonds, the University will work with the Commonwealth of Kentucky's Office of Financial Management and the State's contracted bond counsel and financial advisor. All data relating to enrollment trends, two-year average of tuition and fees revenue, private giving, and state funding will be updated. New bonds ratings will be secured from Moody's Investor Service, Inc. and Standard and Poor's Rating Services, a division of the McGraw-Hill Companies, Inc.

Requesting Additional Bonding Authority for 2006-08

Western Kentucky University is seeking approval from the Administration and the 2006 General Assembly to issue bonds in 2006-08 for the following projects:

Renovate Academic/Athletic Bldg. #2, Phase 2	\$25,500,000	Campus Rebuilding Fee, FY 06
Renovate Van Meter Hall	16,000,000	Campus Rebuilding Fee, FY 06
Renovate Ivan Wilson Center	8,000,000	FY 07 or FY 08 budget
Expand Preston Center	10,000,000	FY 07 or FY 08 budget
Acquire Property/ Construct Parking	4,000,000	FY 06 budget
Total	\$63,500,000	

Summary

Western Kentucky University has an aggressive capital plan for addressing the building needs for the 21st Century. State funding cannot address all of the capital projects needed by the University. Thus, the University has a process to identify funding sources to pay for anticipated borrowing.

As Western Kentucky University proceeds with issuing bonds, each bonds issue is assessed in terms of the University's debt coverage capacity. It is anticipated that the University will not have trouble securing a solid bonds rating nor will the University have difficulty maintaining a reasonable debt coverage. The only issue that remains is priority-setting of many significant funding needs for the campus. Issuing additional debt normally results in the University identifying a revenue stream that becomes restricted for debt payment for 20 years. Thus, these funds, if allocated for bonds payments, will not be available for any other purpose for a significant amount of time.

7.10 Auditor's Management Comment Letter for the Fiscal year ended June 30, 2005

Crowe Chizek and Company, LLC completed the audit for the fiscal year ended June 30, 2005. In conjunction with the audit, the firm considered the University's internal control structure in order to determine auditing procedures and not to express an opinion on internal control. Crow Chizek and Company, LLC noted no material weaknesses in internal control over financial reporting. However, in its Management Comment letter, the firm made some observations and recommendations regarding internal control and its operation.

Management has carefully reviewed each observation and recommendation and has provided a response to each of those items. Many of those recommendations have already been implemented. It is our belief that these procedural changes will substantially strengthen the University's internal control structure.

See **Exhibit A**.

7.11 Employee Health Plan Cost Comparisons

As a follow up to questions asked in the November Board meeting about how the employee health insurance costs compare to other universities in the State, a chart was distributed that displayed monthly premium comparisons at WKU with the other Kentucky public institutions.

7.12 Position Announcement - Associate Vice President for Research and Economic Development

The President distributed copies of the position announcement and noted, "We are going to re-energize and create new impetus behind our sponsored research and public service. We want to get those numbers up to \$50 million by 2012; right now, we're right at \$30 million. We're working at this, and we're going to breathe new life. We want this individual to come in and really focus on technology transfer; commercialization opportunities; lead us through that evolution as a campus as we develop more and more commercialization opportunities, this is going to be a key part of our academic team. It will be a senior university officer."

AGENDA ITEM 8 - Other Business

8.1 Dates for the next meetings

Board committees will meet on March 10. There have been problems scheduling the second quarterly meeting; April 7 seems to be the date that will work best although two members are unavailable that date. Plans are being made to schedule the meeting in Elizabethtown with special emphasis on the Hardin County area and the military base decisions that are affecting Ft. Knox and that region in dramatic ways in the next few years.

The third quarterly meeting will be in Bowling Green July 20-21; and the fourth quarterly meeting will be scheduled November 2 in Owensboro.


Dr. Ransdell indicated there may be a special called meeting in early February to consider a second campus rebuilding fee for next fall of \$43 that will address three student-focused projects: 1) a portion of the costs for a new health center; 2) a portion of the costs to convert the campus to a completely wireless environment; and 3) the cost of heating and cooling and expanding the Fine Arts Center.

AGENDA ITEM 9 - Adjournment

With no further business to consider, motion for adjournment was made by Ms. Hughes, seconded by Ms. Haskins. Motion carried. Meeting adjourned at 12:17 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 first quarterly meeting held January 18, 2006, at the Berry Hill Mansion in Frankfort, Kentucky, 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).



Cornelius A. Martin
Chair
April 7, 2006



Elizabeth W. Esters
Secretary



Elizabeth W. Esters
Secretary
April 7, 2006



Crowe Chizek and Company LLC
Member Horwath International

Finance Committee of the
Board of Regents
Western Kentucky University
Bowling Green, Kentucky

In planning and performing our audit of the financial statements of Western Kentucky University for the year ended June 30, 2005, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on internal control. However, we noted certain matters involving internal control and its operation that might be of interest to you.

Pell Disbursement Information

Observation: Federal regulations state that the University must submit to the Common Origination and Disbursement all Pell disbursement information within 30 days of the actual disbursement to the student. During our review, we noted that there were several system errors that prohibited the University from submitting this information in accordance with these regulations. Failure to comply with these regulations could result in a decrease of future funding or penalties.

Recommendation: The University should review its current system and make the necessary changes to ensure all required information is submitted to the COD in accordance with the federal regulations.

Management Response: Management is aware of and in agreement with this observation. A systematic defect with our software provider (Banner) created a situation where COD transmittals could not be submitted in a timely manner and could not be extracted in batch format until a patch was received and applied. COD also encountered problems with the manner in which it handled certain response records from Banner that had a negative value. Such response records were originally rejected by COD. Once the COD resolved the problem the records were processed, but not necessarily within the 30-day regulatory requirement.

While such situations are somewhat out of our control, we intend to take a proactive approach in the future. Any records of this type that we encounter in the future will be manually updated with COD via the website versus batch format.

Charges to Federal Programs

Observation: Employees working under various federal grants often utilize University credit cards for various purchases including most travel expenses. During our review of allowable costs reimbursed under federal programs, we noted some minor unallowed expenses included on the credit card statements including in-room movies purchased at a hotel.

Recommendation: The University should review its current procedures and make the necessary changes to ensure all credit card charges are carefully reviewed for allowability prior to charging a federal program with the expenditure.

Management Response: Management is in agreement with this observation and will provide additional instruction and training to those individuals responsible for monitoring charges to federal programs so that a recurrence of this problem is unlikely.

Year End Closing

Observation: The year end closing process continued into mid to late September, resulting in delays in getting the year end financial statements completed timely. A significant contributor to the protracted closing process is the failure of departments to adhere to established closing procedures and schedules. This results in the accounting function having to keep the books open an extended period of time in order to achieve an appropriate year end cutoff.

Recommendation: We recommend senior management re-emphasize to department managers the necessity of strictly adhering to the University's closing schedule. Also, the accounting department may want to consider using estimates of certain payables and accruals at year end where there have historically been significant delays in getting final details needed to record the transactions.

Management Response: The year end closing schedule will be closely reviewed by management in order to accommodate timely completion of financial statements and to provide adequate time for completion of the annual audit. Once that schedule is finalized, proper communication with members of senior management will occur so that there is an understanding of the importance of adherence to established deadlines and so that they can communicate that expectation to department managers.

Communication of Employee Separations

Observation: The communication of employee separations from University departments to the Payroll Department is subject to delay. We noted that employee separations and the terms of separation are communicated to the Payroll Department via a hard copy of Form 4 and that the approval and routing of this form is subject to delay. It is possible that the Payroll Department will not receive this notification before processing additional payments to separated employees.

Recommendation: The University should consider a system of notification that provides the Payroll Department with more timely information. Management may want to consider using electronic notification and approvals to expedite the process.

Management Response: In certain situations, the Department of Human Resources and the Payroll Office are not aware of an employee's intended separation from the University until after additional salary payments are prepared through the payroll process. This problem may result because of 1) a department's failure to initiate paperwork (Form 4) in a timely manner 2) because the separating employee gives short notice, or 3) simply because of the timing of an employee's exit as it relates to payroll runs.

In rare cases where overpayments are made, the Payroll Office is typically able to void the payment and issue a corrected payment. If an incorrect payment is issued, the Payroll Office and Human Resources request reimbursement to the University of any unearned compensation from the separated employee.

The Department of Human Resources is currently engaged in a conversion to electronic personnel action processing. Initial training is scheduled to begin November 7, 2005. The implementation of this new business process is expected to result in more timely initiation and processing of personnel actions. The conversion to electronic personnel action processing will be implemented in stages beginning with "new hire" actions. This staged implementation is necessary because of the required training. After initial implementation, the process will be expanded to all personnel actions including separations from employment.

Check Signing Process

Observation: Currently all checks are signed using a signature facsimile of the controller's and chief financial officer's signatures. However, the check signers do not review the checks and supporting data; this process is performed by accounts payable staff.

Recommendation: We believe internal control over the cash disbursements process could be improved if the controller and chief financial officer reviewed checks and supporting documents over a certain threshold. We suggest the controller review all checks and supporting data for disbursements greater than \$74,999, and the controller and the chief financial officer review all checks and supporting data for disbursements greater than \$199,999.

Management Response: We agree with this recommendation. Effective immediately, the controller will review checks and supporting documentation for disbursements exceeding \$74,999, and the controller and the chief financial officer will review checks and supporting documentation for disbursements exceeding \$199,999.

Access to University Business Forms and Documents

Observation: Substantially all University business forms (blank forms) are stored on a computer data base. These forms can be accessed through the University's website by anyone without going through any access security measures. This leaves the University vulnerable to unauthorized persons using the business forms to initiate unauthorized transactions.

Recommendation: The University should establish security measures to limit access to business forms to faculty and employees at a level commensurate with their duties and responsibilities.

Management Response: Currently, University business forms are located on different departmental websites and servers within the University domain. One of the WKU IT Department's Strategic Plan items is to combine all University forms on a single web server platform with secure access and a single point of entry. In February, WKU IT will be submitting a budget request to the budget committee to accomplish this task.

For the past year, WKU IT has been piloting/testing a system that secures forms behind a login process and provides for electronic signatures and routing.

Internal Audit Function

Observation: The internal audit function could increase its effectiveness by adopting a more structured, risk based approach to its activities. During the period under audit, the internal audit function had no written audit plan and there did not appear to be any significant input from the finance committee in the risk assessment process. Internal audits often appeared to be performed on an ad hoc basis in response to a particular situation or management's request.

Recommendation: We suggest the Director of Internal Audit, the finance committee and management meet to discuss the roles and expectations of the internal audit function and to establish a more formal reporting mechanism between the internal audit function and the finance committee of the Board of Regents. The internal audit function should develop an annual audit plan based on an annual risk assessment. The internal audit function should seek input from the finance committee and management in making its risk assessment, but final determination of areas to be audited should be the responsibility of the Director of Internal Audit.

We understand University management and the Director of Internal Audit have already had some discussions related to this matter.

Management Response: The Office of Internal Audit has been operating effectively, albeit informally, for many years. Operating in this manner, the Office of Internal Audit has been able to respond quickly to requests from management and to provide timely solutions to problematic situations. Fully aware that improvement is always possible, the Office of Internal Audit will develop and implement a written audit plan based on assessment of appropriate risks in conjunction with input from the Executive Committee of the Board of Regents. Results of completed audits will be formally reported each year to University management and to the

Executive Committee of the Board of Regents. It is believed that these actions will bring a systematic, disciplined approach to evaluating and improving the effectiveness of financial and operational controls.

The following observations and recommendations are related to information technology:

Business Resumption Plan

Observation: At the time of our review, WKU did not have a Business Resumption Plan. It was developing a plan and had created a preliminary outline of recovery points to address. Since our review, WKU has developed a Contingency Plan in draft form.

Recommendation: We encourage management to finalize the Contingency Plan and to begin testing the Plan. Testing objective and goals should be established and the test results should be documented. WKU should update the Plan accordingly based on testing results. Having these items planned in advance of a disaster will greatly reduce the time required to recover.

Management Response: WKU has developed and implemented a Disaster Recovery Plan (DRP -- also referred to as Business Resumption Plan) that addresses recovery of the Data Center and the University's mission critical administrative and academic systems in the event of a disaster that disables the current Data Center. The plan is operational and a remote recovery site is in place and activated. WKU is capable of executing this plan in its current form and recovering from a major disaster although the plan has not been tested. Periodic plan testing will begin by the end of the current calendar year. Additional equipment will be added to the remote recovery site over the next year. This will reduce the amount of time needed to recover from a given disaster. The goal is to reduce Data Center recovery time to 24 hours. Currently, the projected time to recover all Data Center mission critical systems and be operational from the remote site is 7 days.

Application Access Controls

Observation: Crowe Chizek reviewed the password settings and access controls on Banner Student, Banner Finance, and TopNet. Several areas were identified as having weak password controls. The initial password for Banner Finance is generic and users are not forced to change it after initial logon. Also, the initial password for TopNet is not randomly generated. This allows the potential for another employee who understands or makes educated guesses about how initial passwords are handled to access another user's account. Also, a strong initial password serves as a good example to users the importance of creating complex passwords.

Passwords do not expire for Banner Finance, Banner Student, and TopNet. If the password was compromised, an unauthorized individual would be able to access the account until the password was changed. Frequent password expiration forces users to change their password, and reduces the risk that the password was compromised and is being used by an unauthorized individual.

For each of the systems above, passwords do not meet complexity requirements. A strong password consists of at least 7 characters, mixed case, alpha/numeric, and special characters. In

addition, there is not an account lockout feature for Banner Finance or Banner Student. Account lockout prevents brute force password guessing attempts.

Lastly, there is not a time-out feature to close the Banner session after a specified period of inactivity. There is also not an inactivity period for the Novell network. The time-out feature prevents an individual from accessing Banner if the user leaves their workstation unattended.

Recommendation: We recommend that management increase the password strength on Banner Student, Banner Finance and TopNet. WKU should assign unique initial passwords and it should be communicated in a manner that does not allow other individuals to obtain the password, such as in a sealed envelope or part of a training package. For Banner Finance, the user should be forced to change their password after initial logon. This will ensure that the employee is solely responsible for actions taken with their password and that only one employee knows the password for their account.

Passwords for Banner Student, Banner Finance and TopNet should be forced to expire at least every 45 days. In addition, users should be required to create complex passwords. For Banner Student and Banner Finance, WKU should inquire about the possibility of implementing account lockout. The threshold should be no more than three incorrect password attempts. The user should be required to contact Administrative Computing and Information Technology or the University's Help Desk in order to have the account reset. Finally, WKU should consider implementing a session time-out for Banner Student and Banner Finance. All of these controls help protect the University's information systems from unauthorized access or manipulation.

Management Response: Beginning October 11, 2005, Banner Student and Banner Finance passwords expire once per semester (twice a year). Users are forced to change their password and the password must be 7 characters long with at least one alpha and one numeric character. Additionally, account lockout occurs after three unsuccessful attempts. Unique initial passwords are now assigned and users are forced to change upon first access.

TopNet passwords do not currently expire but users are forced to change their password upon first access. The IT department plans to implement password expiration on TopNet during the next year. The IT department is considering requirements that would increase the complexity (strength) of TopNet passwords. All TopNet sessions currently (and since implementation) time-out after a specified period and lockout after 3 unsuccessful attempts.

In our current systems environment, users have multiple accounts and passwords to keep track of as they utilize IT services and applications. While we recognize and keep abreast of industry security standards and best practices, we are sensitive to the balance that must be maintained between secure practices and practical usage. As an example, several studies have found that if passwords are changed too often and/or constructed in such a way that they are too hard to remember, users are more likely to write them down and post them in convenient places. We endeavor to strike that balance and will make adjustments when necessary. We are working on an Enterprise Portal application that will reduce the number of passwords users have to remember to access systems services. This should be available by July 2006.

User Access Reviews

Observation: Crowe Chizek noted that a review of users and their access level is not being conducted for Banner Finance, Banner Student and TopNet. A user access review consists of reviewing the users that have access to the University's information systems and level of access within the application.

Recommendation: We recommend that management review the user access on Banner Finance, Banner Student and TopNet at least annually. WKU should verify that active users have a legitimate reason to have an account on the network, and that each account is only assigned to one individual. Also WKU should look for accounts that are not assigned to any current employees, using a termination list from the Human Resources department to help keep the review as accurate to the business environment as possible. In addition, WKU should review the degree of access for each authorized user. It should verify that users are able to access only the information that is necessary for them to perform the job duties assigned to them. This review may be done in conjunction for department directors across the University. WKU should document the review and note any exceptions and follow-up actions.

Management Response: This observation is partially accurate. To clarify: WKU IT has a formal and regular process in place to audit for terminated faculty and staff employees and to remove their access to Banner Student & Finance and TopNet and other systems such as TopSmart Reporting. This process is coordinated with Human Resources and other pertinent departments.

There is also a formal process for granting users' initial access to Banner Finance and Student, TopNet and TopSmart Reporting. Users must complete training before their account identifications and passwords are given to them. Their access level within each system must be approved and documented by the appropriate department. They must also sign a FERPA agreement regarding the protection and proper use of student information.

There is currently not a formal process in place to periodically review access levels for all active users. There is, however, a formal process in place, which must be initiated by an employee's manager, to remove, change, or modify user access for a given employee in the event of departmental transfer or change in status.

While we have not experienced any significant problems with user access levels, we will continue to review our processes and improve them as necessary to maintain a secure environment.

System Security Log

Observation: Management is not reviewing the system security log for Banner or TopNet. The system security log identifies users that had invalid login attempts to the Banner or TopNet system. In addition, it identifies users that are attempting to gain access to modules that their access levels do not include.

Recommendation: Management should review the system security log on a regular basis to help ensure that an individual is not attempting to access an unauthorized user account. Further, the review should identify users that are attempting access beyond their access level, and the review be documented by management.

Management Response: IT has always maintained system access logs on all its mission critical systems and does in fact review these periodically. We have used these logs successfully on numerous occasions to investigate incidents. We are implementing a more formal process whereby systems and database administrators will review logs on a strict schedule and report results to management.

Information Security Policies

Observation: WKU has several information security policies that are posted on-line available to all students, staff, or faculty. However, the End-user information security policies are not distributed to employees for review before they are granted WKU network access. The information security policies are an important means for communicating End User Rights and Responsibilities Policy regarding information security.

Recommendation: Employees should be required to review these policies before being granted WKU network access. Employees could also sign a receipt to acknowledge that they have received and accept the terms of the policy.

Management Response: The IT division currently conducts an IT orientation and training session for new faculty. We will incorporate information security policies into that session. Then, we will work with Human Resources to insure new employees receive the same information at their orientation.

Physical Security

Observation: A sprinkler system is installed in the machine room which can potentially damage the computer equipment. Management is aware of the risk the fire suppressions system presents.

Recommendation: We recommend that management evaluate the possibility of installing an electronics friendly suppression system, such as FM200. This system will not only protect the room against a fire, but it also will not damage the computer equipment.

Management Response: WKU IT has been working with facilities project and construction management for the last 12 months to fund and install a FM200 fire suppression system in the MMTH Data Center. This system should be in place by July 2006.

* * * * *

This report is intended solely for the information and use of the Audit Committee, Board of Regents, management and others within the organization, and federal and state grantor agencies and is not intended to be, and should not be, used by anyone other than these specified parties.

Crowe Chizek and Company LLC
Crowe Chizek and Company LLC

Louisville, Kentucky
October 10, 2005