

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

**November 2, 2006**

**AGENDA ITEM 1 - Call to Order**

Required statutory notice having been given, the fourth quarterly meeting of the Board of Regents of Western Kentucky University was held in the Blandford Auditorium on the Owensboro Technical and Community College Campus. The meeting was called to order by Chair Fischer at approximately 1:45 p.m., CST.

Mr. Fischer commented on the events of the day saying, "We've had just a great morning starting at 7 a.m. at the Rooster Booster Breakfast where President Ransdell was the keynote speaker and did a tremendous job. It's been worth our trip here for many, many reasons; but one of the main reasons to see how passionate people here are about bringing higher education to another level in Owensboro and how passionate they are about having Western Kentucky University do some expansion of programs in this City. I don't know of any other way that we could have received the message as strongly as, certainly, we have received it today. It's not that we have to be dragged to the altar, because Western has been building itself in Owensboro for quite awhile, this is just a wonderful opportunity to go to a new level."

**AGENDA ITEM 2 - Invocation**

The invocation was provided by Dr. Marilyn Brookman, Associate Dean, DELO and Director of the WKU, Owensboro Campus.

**AGENDA ITEM 3 - Oath of Office**

The formal Constitutional Oath of Office was administered by Ms. Liz Esters, Secretary to the Board and Notary Public to Mr. James G. Meyer of Bowling Green, Kentucky, who was appointed by Governor Ernie Fletcher to a six-year term replacing Cornelius Martin.

President Ransdell presented Mr. Meyer with a Regents pin that was created several years ago only for members of the WKU Board of Regents.

President Ransdell noted that an Earl Fischer Scholarship Fund was announced at the Rooster Booster breakfast earlier in the day. This fund was created by ATMOS Energy honoring

Mr. Fischer's forty-four years of service to ATMOS and to Western Kentucky Gas.

President Ransdell congratulated Regent Zielke on being named Distinguished Alumnus of the Brandeis School of Law and also recognized Mr. Zielke's gift to help create the *Charles Keown Compass Plaza*.

**AGENDA ITEM 4 - Roll call**

The following members were present:

Dr. Robert L. Dietle  
Mr. Robert Earl Fischer  
Ms. Lois Gray  
Ms Yevette Haskins  
Mr. James Meyer  
Ms. Forrest Roberts  
Ms. LaDonna Rogers  
Ms. Tamela M. Smith  
Mr. Robert S. Watkins  
Mr. Larry Zielke

Ms. Judi Hughes was absent due to illness.

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; Dr. Gene Tice, Vice President for Student Affairs; Mr. John Osborne, Associate Vice President for Campus Services; Dr. Wood Selig, Athletics Director; Ms. Robbin Taylor, Assistant to the President for Governmental Relations; and Ms. Deborah Wilkins, General Counsel.

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

**AGENDA ITEM 5 - Disposition of minutes of the third quarterly meeting of July 21, 2006, meeting**

**Motion to approve the minutes of the July 21, 2006, third quarterly meeting was made by Ms. Gray and seconded by Ms. Roberts. Motion unanimously approved.**

**AGENDA ITEM 6 - Committee Reports**

**6.1 Academic Affairs, Ms. Lois W. Gray, Chair**

**6.1.1 Approval: Faculty Emeritus Appointments**

**REQUEST: Approval of faculty emeritus status for recommended individuals.**

**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.

**College of Health & Human Services**  
*Department of Physical Education and Recreation*

Mr. James Feix, Associate Professor of Physical Education and Recreation, Emeritus  
Mr. Lawrence Gilbert, Assistant Professor of Physical Education and Recreation, Emeritus  
Ms. M. Betty Langley, Associate Professor of Physical Education and Recreation, Emerita  
Mr. James Murray, Assistant Professor of Physical Education and Recreation, Emeritus  
Mr. Joel Murrie, Instructor of Physical Education and Recreation, Emeritus  
Mr. John Oldham, Associate Professor of Physical Education and Recreation, Emeritus  
Mr. William Powell, Assistant Professor of Physical Education and Recreation, Emeritus  
Mr. James Richards, Assistant Professor of Physical Education and Recreation, Emeritus  
Mr. Ray Rose, Assistant Professor of Physical Education and Recreation, Emeritus

*Approved: Academic Affairs Committee, October 2, 2006*

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

Motion for approval of faculty emeritus/a status for the above-listed faculty was made by Dr. Dietle, seconded by Mr. Meyer, and carried.

**6.1.2 Approval of the Master of Arts in Education in Adult Education offered through the Department of Special Instructional Programs.**

**FACTS:** The Master of Arts in Education in Adult Education prepares students for professional adult education practice at the graduate level to teach adults in a variety of settings. These settings include community education, adult basic education, adult literacy, corporate training, human resources and organizational development, workplace training, patient education, technical and community colleges, and other adult learning centers. The program supports the development of individuals who seek lifelong learning opportunities. By providing this program on line, the University would also serve the needs of adult educators in and around the Commonwealth of Kentucky as well as globally. This proposed program would assist adult educators in becoming more highly qualified to work with adults and their educational projects. Qualified adult educators will be able to prepare more Kentuckians for postsecondary education. As more Kentuckians advance through postsecondary education, the Commonwealth of Kentucky will benefit from improved knowledge and academic skills. Finally, this proposed program would help Kentucky meet the goals of its mission to increase adult literacy and work skills. As families become better prepared in basic skills, their families and children will be better equipped to attend elementary, secondary, and postsecondary education; increase college attendance and completion; and bring a better economy and opportunities to Kentucky. Thus, the new masters will respond to the University's Strategic Goal 4: Enhance responsiveness to constituents.

**BUDGETARY IMPLICATIONS:** Existing resources will be reallocated. No new resources are requested.

*Approved: Academic Affairs Committee, October 2, 2006*

**RECOMMENDATION:** President Ransdell recommends approval of a new Master of Arts in Education in Adult Education.

Motion for approval to establish a new Master of Arts in Education in Adult Education

was made by Ms. Gray, seconded by Dr. Dietle, and carried.

### **6.1.3 Approval of the Master of Arts in Mathematics offered through the Department of Mathematics**

**FACTS:** Since the suspension of the Master of Arts in Education Mathematics Major in 2003, the Department of Mathematics has offered the M.S. degree with "General" and "Education" options. The background, needs, and aspirations of students in these two options are quite different. To be more responsive to the needs of traditional M.S. students and secondary teachers pursuing a Masters degree in mathematics, the Department of Mathematics is proposing a new M.A. in Mathematics and revisions to the M.S. degree. These changes will modify our offerings to better meet the needs of two different groups of students. The M.S. degree will meet the needs of students preparing for industry or doctoral programs while the M.A. degree will provide secondary teachers with the content knowledge essential for successful teaching. Thus, the new masters will respond to the University's Strategic Goal 4: Enhance responsiveness to constituents.

**BUDGETARY IMPLICATIONS:** Existing resources will be reallocated. No new resources are requested.

*Approved: Academic Affairs Committee, October 2, 2006*

**RECOMMENDATION:** President Ransdell recommends approval of a new Master of Arts in Mathematics.

Motion for approval to establish a new Master of Arts in Mathematics was made by

Ms. Gray, seconded by Ms. Smith, and carried.

### **6.1.4 Approval of December 2006 Honorary Doctorate Award to Mr. John Carpenter**

**FACTS:** The University Honorary Doctorate Degree Committee reviewed the credentials of several outstanding candidates for the honorary degree and has recommended that this individual be awarded a degree at the next appropriate Commencement.

A successful director, screenwriter, producer, and composer, Mr. John Carpenter is a graduate of College High and attended Western Kentucky State College from 1965 to 1968. Though later in 1968, he began studying cinema at the University of Southern California. He has often commented on his special fondness for WKU and on the many things he learned here. Carpenter, never forgetting his roots, talks often about living on the hill. He and his parents lived in the log house next to the Kentucky Museum for many years while his father was a professor in the Music Department here at WKU. He believes that growing up on the hill and wandering around the grounds of the Kentucky Museum allowed him to figure out who he really was, and credits who he is today to growing up on the hill. He says that the people that inspired and influenced him the most were his parents; they inspired his love for creativity, music, and movies. In fact, his first film attempts were made with an 8mm camera, given to him by his father, on the campus of Western Kentucky University. Carpenter won an Academy Award for his 1970 short subject, *The Resurrection of Bronco Billy*, which was completed while he was a film student at USC. For his next picture, *Dark Star* (1973), the experience of being totally involved with the process, including final cut and script sanction, became a characteristic of his career. Most of his movies use the opening identifier "John Carpenter's...." He has directed numerous horror and action productions, including: *Vampires* (1998), *Village of the Damned* (1995), *Memoirs of an Invisible Man* (1992), *Starman* (1984) (for which Jeff Bridges was nominated for a Best Actor Academy Award), *Christine* (1983), *The Thing* (1982), *Escape from New York* (1981), *The Fog* (1980), *Halloween* (1978), and *Halloween II* (1981). For television, he has directed the thriller *Someone's Watching Me*, the acclaimed biographical mini series *Elvis* (with his friend, Kurt Russell), the Showtime horror trilogy *John Carpenter Presents Body Bags*, and most recently, an episode for

Showtime's Masters of Horror entitled *Cigarette Burns*. He has also written movie scripts, including *The Eyes of Laura Mars* and *Zuma Beach*. Carpenter, an accomplished violinist, is often the composer for his film scores. Also, the characters from *Escape from New York* were sold for use in a video game. Ever the film student, Carpenter is a scholar on the works of director Howard Hawks. He recently taught a master class on the great filmmaker at the British Film Institute, and he is preparing a biographical documentary film and book on Hawks.

Carpenter, a 1999 inductee in WKU's Hall of Distinguished Alumni, has made exemplary contributions to this nation, and is recognized world wide for his excellence and extraordinary achievements in music and the film industry. He is an outstanding citizen from the state of Kentucky and one that reflects and exemplifies WKU's vision and mission. Carpenter's contributions to the film industry and the world have enhanced our society as a whole. He is clearly a unique individual whose talent for portraying fantasy on the screen put him in a league of his own as a possible honoree. His fondness of WKU and his brilliance in the field of movies and music does, indeed, make him a deserving recipient of an honorary degree from WKU.

**RECOMMENDATION:** President Ransdell recommends that the honorary doctoral degree be awarded to Mr. John Carpenter.

Motion for approval of Mr. John Carpenter as the recipient of the honorary degree to be awarded at the next appropriate commencement was made by Ms. Gray, seconded by Mr. Zielke, and carried.

## **6.2 Executive Committee, Mr. Robert Earl Fischer, Chair**

### **6.2.1 Approval: Amended Employment Contract for Coach Mary Taylor Cowles**

**FACTS:** The University and Coach Cowles propose to enter into a Second Amended Athletic Employment Contract, which specifically outlines the terms and conditions of Coach Cowles' employment.

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

**Approved: Executive Committee, October 2, 2006**

Motion for approval of the Second Amended Athletic Employment Contract between Western Kentucky University and Mary Taylor Cowles was made by Mr. Fischer, seconded by Ms. Haskins, and carried with Mr. Zielke abstaining.\*

Secretary's Note: *The Cowles' contract is attached to these minutes as **EXHIBIT I**.*

### **6.2.2 Approval: Employment Contract for Assistant Coach Nikki McCray**

**FACTS:** Nikki McCray has accepted an offer of employment from the University as an assistant coach of the women's basketball team, contingent upon approval by the Board. Dr. Wood Selig and Nikki McCray have negotiated an Employment Contract which outlines the terms and conditions of Ms. McCray's employment as assistant coach.

**RECOMMENDATION:** President Ransdell recommends the Board approve the Athletic Employment Contract between Western Kentucky University and Nikki McCray.

**Approved: Executive Committee, October 2, 2006**

Motion for approval of the Employment Agreement between Western Kentucky University and Nikki McCray was made by Mr. Fischer, seconded by Ms. Gray, and carried with Mr. Zielke abstaining.\*

*Secretary's Note: The McCray Contract is attached to these minutes as EXHIBIT II.*

**6.2.3 Approval: Employment Contract for Dr. Sadiq Shah, Associate Vice President for Research and Development**

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

**RECOMMENDATION:** President Ransdell recommends approval of the Employment Agreement between Western Kentucky University and Dr. Sadiq Shah.

*Approved: Executive Committee, October 2, 2006*

Motion for approval of an Employment Agreement between Western Kentucky University and Dr. Sadiq Shah was made by Mr. Fischer, seconded by Mr. Meyer, and carried.

*Secretary's Note: The Shah Contract is attached to these minutes as EXHIBIT III.*

**6.2.4 Approval: Contract Extension for Coach Darrin Horn**

**FACTS:** Coach Horn, Head Coach of the Men's basketball program, currently has a contract with the University which outlines the terms and conditions of his employment as coach. This contract has a current expiration date of March 31, 2009. Dr. Wood Selig, Director of Athletics, has recommended to the President that Coach Horn's contract be extended an additional two (2) years, through March 31, 2011, under the same terms and conditions.

**RECOMMENDATION:** President Ransdell recommends the Board approve extending the Athletic Employment Contract between Western Kentucky University and Darrin M. Horn through March 31, 2011.

**Approved: Executive Committee, October 2, 2006**

Motion for approval of an extension of the Employment Agreement between Western Kentucky University and Darrin M. Horn through March 31, 2011, was made by Mr. Fischer, seconded by Dr. Dietle, and carried with Mr. Zielke abstaining.\*

*\*Mr. Zielke explained his abstention on items 6.2.1, 6.2.2, and 6.2.4 noting his problem with binding arbitration at a state institution which has sovereign immunity and emphasized that it was not a reflection on the coaches.*

**6.2.5 Approval: To transfer 8,754.3 square feet/0.201 acres of property on Morgantown Road/Forrest Drive to Bowling Green Municipal Utilities; and To acquire 312.0 square feet/.007 acres of property on Morgantown Road/Forrest Drive from Bowling Green Municipal Utilities**

**FACTS:** The Board has previously approved conveyance of property to Bowling Green Municipal Utilities as a site for an elevated water storage tank (tower). The University and BGMU have determined that each need additional parcels that lie adjacent to the property previously conveyed to BGMU. The acquisitions will be treated as a land swap, for equal value, with no monetary payment by either party.

A survey depicting the property to be conveyed by the University to BGMU is attached as Exhibit "A," and a plat of the property to be acquired by the University is attached as Exhibit "B."

*Approved: Executive Committee, October 2, 2006*

Motion by Mr. Fischer, seconded by Mr. Zielke to:

- ➔ transfer 8,754.3 square feet /0.201 acres of property on Morgantown Road / Forrest Drive to Bowling Green Municipal Utilities; and,
- ➔ acquire 312.0 square feet /.007 acres of property on Morgantown Road /Forrest Drive from Bowling Green Municipal Utilities.

Motion carried.

**6.2.6 Approval: Purchase of Property located at 506 Regents Avenue, Bowling Green, KY**

**RECOMMENDATION:** The President requests authorization and approval to purchase property located at 506 Regents Avenue for the sum of \$170,000.

**FACTS:** The property lies on Regents Avenue, in Bowling Green. There is a single family residence on the property, which is in good condition. The fair market value of the property has been appraised at an amount equal to the purchase price. Acquisition of the property is in keeping with the University's Master Plan and would improve access to and utilization of contiguous property already owned by the University in that area.

*It is the University's intention to draw upon Academic Affairs Carry Forward Funds for the payment of the \$170,000.* The property will be used for visiting scholars, faculty, and/or students, typically from other nations who study and/or conduct research at WKU.

Motion to approve and authorize the purchase of 506 Regents Avenue, Bowling

Green, Warren County, Kentucky, for the sum of \$170,000 was made by Mr. Fischer,

seconded by Mr. Zielke, and carried.

**6.2.7 Approval: All necessary actions to effectuate a move/transition of the University's football program to Division I-A status; and**

**Effective fall semester 2007 and continuing thereafter, an increase in the student athletic fee of \$70**

**BACKGROUND:** Reference is made to the packet of information provided with the agenda materials previously submitted to the Board of Regents.

The elevation of the University's football program to NCAA Division I-A status would support and/or respond to the following items in the University's Strategic Plan, as follows:

- **Statement of Purpose:** Support the economy, economic development, and constituents in its designated service area;
- **Core Values:** Dedication to the importance of achieving excellence in all programs;

- *Goal 4 - Enhance Responsiveness to Constituents*: Respond to educational, social, cultural, and economic development needs through increased outreach, applied scholarship, service, and innovative opportunities for lifelong learning; 4b - Develop programming for alumni that not only enriches their lives and confirms their commitment but also allows them to be meaningfully involved in the life of the institution;
- *Goal 5 - Improve Institutional Effectiveness*: Commit to continuous improvement of institutional effectiveness and efficiency in all programs and services; 5h - Maintain an annual 5 percent growth rate on retail sales from WKU licensing marks.

**Budgetary Implications:** The recommendation includes allocating \$70 of the fall 2007 tuition increase to the current Athletics fee, thus increasing same, and continuing each semester thereafter to fund costs associated with the transition. The Athletics Department will be financially responsible for generating other revenue which may be required by the transition.

*Approved: Executive Committee, October 2, 2006*

Motion to approve the recommendation to authorize the President to take all actions necessary to effectuate a move/transition of the University's football program to Division I-A status; and approve, effective fall semester 2007 and continuing thereafter, an increase in the student athletic fee of \$70 was made by Mr. Fischer and seconded by Mr. Zielke.

At the Executive Committee meeting, Dr. Ransdell went into a number of details on the variables and parameters that are in place that prompts this discussion and rendered his recommendation to the Executive Committee at that time. The President has gathered a lot of information that could be shared and has a series of resolutions and editorials from various constituency groups ranging from the University Athletics Committee to the local papers, and the *College Heights Herald*; a resolution from the Alumni Association, and also the results of the student vote and the faculty/staff votes. The faculty vote was discussed at the Executive Committee meeting. Dr. Ransdell stated, "Much information has been shared; a lot has been discussed on this matter over the last couple of months. There has been a lot of media attention. Athletics is a visible variable in our society and it's my resolve to see that the visibility is strong for Western Kentucky University; this is an important move in that direction. I recommend approval and will be happy to respond to any questions or inquiries as per your pleasure."

In discussion that followed, Ms. Roberts noted her absence at the Executive Committee meeting and referred to a letter she had written to members of the Board whereby expressed her feeling that she had not been given enough information to show that there would be sufficient funds to cover this program in addition to the \$70 student athletic fee that is being voted on today. Ms. Roberts stated, "I'm not convinced that this isn't going to become a real money drain



on the University, and I have some real concerns in that regard.”

Athletics Director Wood Selig reported that the revenue generated annually from the recommended \$70 student fee increase is \$2.183 million for WKU athletics. “The move to I-A football over a three-year period, by 2009-10, will require a little over \$3 million. The transition will be slow to reach the \$3 million. Obviously, this means more revenue will need to be generated to cover the difference that the student fee does not cover. The pro forma lists football ticket sales at \$300,000 by the year 2009-10. Current ticket sales are around \$200,000. The plan that will be put in place will allow us to definitely exceed \$300,000 in three years with football games guarantees—the revenue line item there is \$300,000. We are currently talking to a school for a game in 2008, when approved, the guarantee would approach \$700,000. That would be the first year that WKU would be allowed to count as a I-A opponent. Guarantees at the I-AA level are in the neighborhood of \$300,000 - \$400,000. Marketing—we have a brand new club level that will open in 2008. We have listed \$400,000 under the club level, but we’re assuming to sell that club level out at close to \$500,000. The club level is part of the stadium renovation plan, so any revenues generated from the club will be able to be utilized for intercollegiate athletic purposes and not for construction costs. That represents a windfall that we currently do not have in the WKU Athletic Budget. You can go down the list from marketing to licensing to conference revenue distribution—we have prepared a very conservative pro forma of revenues and a very aggressive pro forma of expenses to try and paint the worse-case scenario picture for your benefit. I am confident that we can exceed the revenues; of course, we’re going to be very cautious in how we spend our budget. That’s how we forecast the financial future for WKU athletics.”

Ms. Roberts commented that she “could not support the recommendation since she felt like that much money should go into academic programs, instead.”

Mr. Zielke expressed his support for the recommendation commenting, “...I view this increased ability of bringing I-A football to the western part of Kentucky, at a minimum will encourage more kids to go to college—isn’t that our role? To induce and to encourage more high schoolers, because we have a terrible rate of high school kids going on to college in higher education. I think that history would show that when a college such as U of L or UK has a football program that’s I-A, it raises all boats—it’s like a rising tide-- it raises everything—academics, the quality of students, their ACT scores, the faculty—it’s across the board. I think it is

a golden opportunity for the Board of Regents to seize upon this and to vote to go to I-A. I'm surprised that people don't realize that basketball is I-A; ...it looks to me like we're viewed as a second-ranked institution solely because our football program is not I-A."

Dr. Dietle took issue with Mr. Zielke's statements, noting that, "Moving to I-A football will have little impact upon our enrollment unless, according to a NCAA study, unless you win a national championship, which I think will be awhile. In fact, we've been playing I-A basketball for how many decades, and it does not seem to have lifted our academic profile very much, so why is football the magic bullet? We have a lot of basketball fans in this state, and we have the potential for competing at the highest level; it's done very little for us. I suspect moving to I-A football will have about the same effect. We're considered lower ranked in this state because of our academic standing not because of our athletic standing."

Dr. Ransdell explained, "In athletics, WKU is classified as a I-AA institution because of our football program, so in the athletic world, we are classified at that level."

Dr. Dietle resumed, "In the athletic world, yes, but I've always been under the impression that our academic mission was our core mission. Supporters of I-A football have yet to bring forth any reliable evidence that this is going to benefit our academic mission. There are a lot of hopes; there is a lot of rhetoric—comparisons to Stanford, Michigan, and schools like that; but the fact is when we move to I-A football, we're playing the exact same teams in the Sun Belt who are I-A already."

Dr. Dietle also expressed his concern about the use of the Title IX Compliance as a reason to push us to I-A football. He had reviewed some correspondence between the Office of Civil Rights and also the NCAA and Western about the imbalance between our athletic aid between men and women at Western. He drew two things from this correspondence: 1) no threat of legal action or some suit because the University is out of compliance; and 2) no explanation as to how we got out of balance in the first place. He noted, "Title IX is about keeping balance between men's athletics and women's athletics; we have an Athletic Committee which is charged with keeping that balance; and we have an Athletics Director—how did this happen?"

Dr. Ransdell responded that "It happened by design. In Title IX we have an imbalance in favor of women, and that's a very good thing."

Dr. Dietle asked, "How is it by design we moved into a policy which then, we claim,

brings a threat of a legal suit from the Office of Civil Rights and can only be satisfied by going into a rather expensive step of moving to I-A football?"

Dr. Ransdell responded: "First of all, the Office of Civil Rights has not threatened a legal suit. They have asked us to become compliant; they have not threatened a legal suit. If we cut scholarships for women, they will sue us. That has been verbally stated. If we cut women's sports, they will sue us. That has been verbally stated. If we don't address this problem, they will continue to pressure us, but there's been no threat of a legal suit if we do not go I-A football. I-A football is a solution to that one item—that is one of many variables that is in the mix. This Board charged this University ten years ago to address women's sports, and we added sports. I will apologize to no one for having an imbalance in favor of women. That is a very good thing; however, we do need to add scholarships for men, and that is not a bad thing."

Dr. Dietle, "Again, the debate is not really the women deserve the serious support we've given them, the issue is how are you going to balance—the only solution you're suggesting in public and to the Board is moving to I-A football. My question is, do the walk-ons also get administrative athletic aide?"

Response from Dr. Selig was that walk-ons get no benefit from the University.

Dr. Dietle, "So it's still unclear to me, then, how, if the policy is in place, the imbalance was created back in 2001-2002. Title IX states—it doesn't state you've gotta increase the funds for women—it states you have to have this balance."

Dr. Selig explained, "Title IX is a three-pronged measurement; you can either have an equal representation as you have on campus of student athletes, so in other words if campus representation is 60 percent women; 40 percent men, then the Athletic Department needs to mirror 60-40. You can show a history of accommodating the under-represented gender and making available additional opportunities for that under-represented gender which, in this case, the women were under represented. Three programs were added in the last seven years—women's soccer; women's softball, and women's swimming. Since that's the prong that we're hanging our hat on at WKU—we are meeting the needs of incoming students, their athletic interests and abilities (that's the third prong); and we're making available opportunities for the under-represented gender which we've done by adding three women's programs, we can't go in that direction to cut sports or cut opportunities."

After additional concerns related to the Title IX imbalance were discussed and questions

answered, Dr. Dietle noted, "Another comment that Dr. Ransdell made in our committee meetings is his comment that Western encourages all other units of our University to compete at the highest level, and only football—only football—is restricted at the level they can compete."

"By University Policy, Dr. Ransdell noted, "by policy, the football program is mandated to perform at a secondary level."

Dr. Dietle responded, "By budget policy at the University, we mandate a lot of programs to compete at less than the national level."

Dr. Ransdell, "That's a conscious decision that we make."

Dr. Dietle. "Our graduate program is another way to increase our academic profile at Western to attract nationally-qualified graduate students and to be able to raise tuition. We don't do that; we offer assistantships. We give them an assistantship of maybe \$400 a year and we ask for two-thirds of that back in tuition. They are not interested in WKU; they can't afford it. So I would like to be able to compete on a national level for the best students in my area as Wood wants to compete for the best students in the area of football."

Dr. Ransdell stated, "That's on our strategic agenda in the next six years."

Dr. Dietle replied: "What I would hope this Board would begin to consider is the fundamental needs on the academic side that are unmet and continue to be unmet. They are not glamorous; you're not going to have press releases, you're not going to have press conferences about it, but we have a lot of heavy lifting we are going to have to do with our student body to get them to the point where they can be successful in their careers, and that takes effort day in and day out and it takes continual investment. This is not something that you can put \$5 million in one year and three years down the run or two years down the run."

Mr. Zielke called the question.

Dr. Dietle, "I would like to remind Mr. Zielke, Parliamentary Procedure exists so that the majority rules but the minority is heard.

Parliamentarian Capps clarified Mr. Zielke's point, "What he is simply saying is, "I would like for us to vote—call the question is to end debate, but if the majority of you want to cut off the debate—two-thirds majority want to cut off the debate, that's what you do."

Ms. Smith indicated that she had some unanswered questions.

Again Mr. Zielke called the question and asked for a vote.

The Chair asked for a show of hands in calling the question. The Parliamentarian affirmed

a two-thirds show of hands (seven of ten present) voting to call the question.

The Chair, then asked for a vote on Mr. Zielke's motion to approve. Dr. Dietle and Ms. Roberts voted no; Ms. Smith abstained indicating "*had I at least been able to ask a question—there were some staff issues that I would like to have had addressed—I would have followed the staff vote. I supported it.*"

President Ransdell expressed an interest in hearing any further questions or concerns that Board members might have. Discussion following regarding the legality of continuing discussion after the question was called to cut off the debate.

Parliamentarian stated that "The person who made the original motion could move to suspend the rules to let additional Board members make comments."

Mr. Zielke moved to suspend the rules to allow further comments but not to rescind the vote. Motion seconded by Mr. Myers. The vote on Mr. Zielke's motion to suspend the rules carried with a two thirds vote.

Ms. Smith stated "Again, the staff voted to support this, and I fully intended to vote to support it; however, one of my questions that I did want to get on record was the new facilities and the expansion of the football stadium will require increased staffing responsibilities, and I wanted to ask has anyone looked at increasing staffing levels? I know that Dr. Dietle referred to the fact that academics had some substantial hiring in the last few years to keep up with enrollment growth; now it's athletics turn. It seems that a lot of times staff are overlooked—I rest my case from what just occurred and do not have a voice at the University. We are the backbone—we support academics completely; we support athletics; we support this University. We are a vital and critical part of this mission, and you know, I do support this. I think right now is the time for athletics; I will say that next should be staffing, and I want to make sure that if there's increased workload put on these people who are going to be there from 7 in the morning until 10 at night on game days and longer, which is overtime in and above their regular work schedule, that that's being considered."

Dr. Selig commented "I know that we've had conversations in our Administrative Council sessions on Monday with each unit head to go back to their division and do an analysis of staffing—where you are currently, what additional needs that might be identified. We're to bring those findings back to the Administrative Council in the near future, so we're working on that

right now.”

President Ransdell noted: “Any staffing to the Athletic Department will be included in the pro forma you’ve seen based on the financial profile currently in place.”

Chair Fischer expressed his appreciation for this being a public question “because it commits the University to doing justice there certainly.”

President Ransdell commented, “I know exactly what Tamela meant, but I have not said throughout these months that it’s athletics turn. Now, I did say that in 2004-2005 when we put \$11 million into academic quality funding. Yes, that was necessary at the time, and yes, it was a start, but I think we are overstating the term “taking turns getting funded.” We’ve got a \$300 million budget; we’ve got a lot of needs. As soon as this discussion is over, I’m going to turn the page to what our priorities will be for next few years; but it’s not a matter of taking turns, it’s a matter of addressing our strategic priorities and opportunities as circumstances exist and funding allows and continually and progressively moving forward on all fronts of the University.”

Dr. Dietle made the following request: *“I have a request—would it be possible at the January meeting for Academic Affairs to come forward with the sort of comparative study such as Dr. Selig presented to us with I-A football—but this time, it’s on the academic side—additional information with comparisons with coaches salaries; the amount of the budgets for the different football programs, and I know there’s some bits and pieces of this information in the past; but I think it would be helpful for us to get an idea of where we stand right now. If we had a full and thorough review—comparing things like graduate assistantships, faculty salaries, travel money, things like that, so we can have a sense of where we need to be in the future particularly as we face new opportunities like Owensboro, with the standing programs, where the greater demand—again something that we could have for our information as we plan for the future.”*

Dr. Ransdell, “If you have a specific set of data that you would like to see, we have that data and can have it available well before the next meeting, but we can have it at the next meeting. We analyze that data on a regular basis certainly in our Strategic Plan, our Progress Report that will be out by the next meeting, and it outlines all the priorities and the progress toward each one in our Strategic Plan, all things you mentioned are in this Strategic Plan. So, we will do two things: 1) we’ll have a progress report ready, and 2) we’ll have whatever data you would like to see in addition to what is in the Progress Report.”

Ms. Rogers commented, “If I might make a comment—in the time that I’ve sat on this

Board, some unfortunate things have come to my attention in that constantly putting athletics against academics; and that's unfortunate because I think we should look at it as one large family.

All daylong today we have focused on academics and what we can do for the Owensboro community. This is an isolated event with athletics. We focus the majority—I don't want anybody to leave this room and think that we don't focus the majority of our time on this University as a whole—not as academics and not as athletics, but as one unit.”

Mr. Fischer pointed out that “Just nine short years ago we had an annual budget of \$130 million; now we're up to \$290 million. We have increased funding on the academic side of the University about five times over what we've spent on the other side of the ledger. I appreciate the point Ms. Rogers made, and debate is very good. We should not apologize for debate, laying it on the table; we need to go forward with our actions certainly. This is not a one-sided situation.

Yes, it's getting a lot of focus right now. We knew that it would get a lot of focus; it got a lot of discussion in our committee meetings. At the same time, I do hope that everyone on this Board understands our responsibility and our obligation as we take it through the democratic process and the rules of debate process, we lay our thoughts out; but after the vote is taken, I would like to see this Board remain very cohesive. It's been a very cohesive Board. Thank everyone for their comments. Tamela, I'm glad you stayed with your point, but, I think after the vote is taken, it's time to move forward and make this an exciting day for the University—not one where there's a lot of questions left open.”

Mr. Meyer added, “I'd like to comment on the prelude up to the vote on I-A football. I have to commend Dr. Ransdell for his educational program and procedures going into it. I can't think of anybody that he could have left out; I can't think of anything he could have said or not said. He has been open; he has not pushed; he has delivered a magnificent deliberation on the pros and cons of going Division I-A football. Not everybody is going to agree with it; certainly not, but I want us to continue to have a spirit of cooperation because, as Ms. Rogers said, it's our school. I do think—can't document this in a book, only time will tell—I think it will help Western athletically, academically, and in our enrollment. I think we will be the better for the move, but I want to officially state the good job that Dr. Ransdell did in touching every avenue that had anything to do with the University, the community, and even the state.”

Ms. Gray, “And I support what Jim has just said. I had invited Dr. Ransdell to speak at the Elizabethtown Rotary Club; and the month after his invitation to come, which was just a

couple of weeks ago, someone else had gotten him in there again a month before. So he has been there a couple of times—the first was to talk about academics and the thrust and the goals to make sure that Western Kentucky University was a university of national prominence with international reach; and he spoke to that well. The last time he was with us, Dr. Selig joined him; and he addressed the issues of football as well as academics. One gentleman in our audience was challenging me before he got there—‘How’s he going to tell us that football is going to improve academics?’ Dr. Ransdell basically said that’s not necessarily the reason you do everything—there are some indirect effects of what we do whether it’s the arts, whether its literature, history, they are all are a part of the whole, as a flower with many petals, and they all make it beautiful and good. I, too, hope we can move forward together as a team because that’s been one of the strengths of this Board. We can agree to disagree and move on to do what’s best for the Commonwealth and for WKU so we can continue to have a great university that is improving and getting better every day.”

Mr. Fischer noted, “In having forty-some old plus years of being in the business of creating programs, getting programs up off the ground, one of the things I learned very early on in the process is there are several ways to go after anything. You can have many different scenarios of organizational charts and probably any one of those will work if you’ve got the spirit, if you’ve got the cooperation, if you’ve got the organization behind you. The same thing in developing action plans and goals; if you’ve got the spirit that is there, then those plans are going to be successful. It’s the same thing here that we’ve debated today. I do think that a lot of spirit for this university is created, and it will reflect itself in donations, contributions, endowments—the things that will never go on the balance sheet to offset some of the expenses that we’re talking about. You’ll never see it balanced out like that, but the spirit of this University can drive it forward, and I look at athletic programs as being a big spirit creator, not only among the students, but your alumni, your communities—the people who travel in for such occasions. Let’s just look forward and go forward.”

Ms. Haskins added, “People often say that there’s no direct proof that athletics helps out the academics program, and there may not be proof; but there is definitely a perception that a lot of high school students and a lot of adult students choose a university because they’ve heard of it; and they have some kind of allegiance to it. Sometimes that allegiance is formed through an athletic program. Basketball has been Division I-A at WKU for a long period of time; if you



mention Western Kentucky around this country, one of the first things they say is 'Ed Diddle, basketball, Western Kentucky, etc.' in that order. They never say that's the school that has the best journalism department even though it does. There are some who say that because it is a very good Journalism Department, but that's not what is driving the ship. I'm not saying that athletics is driving the ship either, but it's one ship—we all have a seat on the ship--but we have to make sure that we go forth together and not divided. This will be one program where it will help the perception of WKU—the athletic program and all be considered as one thing—whether or not it's I-AA or whether it's I-A. We will be a big player in this state but if we sit here and do nothing, that is exactly where we will be—sitting here and doing nothing. If we move forward and just step out a little bit on hope and with a little bit of faith that what we do will make a difference, then we will be able to move this program—not just the football program and not just the athletic program--we'll be able to move this University forward, and that is what our mission is here today. ”

Ms. Smith commended: “And I would agree completely with everything she has said. Dr. Ransdell did an excellent job of informing constituents. I did not have an opinion either way. I attended several of his forums and looked and reviewed the issues in depth. I met with Dr. Selig and came to the conclusion that this was a good idea, and weighed very heavily the staff vote—the majority of the staff who voted were in favor of this move. I do think it's a bold move, but I think we are up to that, and I'm comfortable with the plan Dr. Selig has in place. I'm very sorry that I've had to abstain, but anytime the staff voice—we've heard a lot of comments about working together and spirit of cooperation--if the staff voice is silenced on this Board, that is not the spirit of cooperation. I'm sorry to the staff and to Dr. Selig that I felt I had to abstain, but not being able to speak for the staff is a very important issue, and I hope that does not reoccur.”

Dr. Dietle noted, “...The faculty voted against this, but's it going to happen, and they'll make their peace with it, but they appreciate the opportunity to have their votes counted and their opinion at least put on record. You've heard it all before from me, but today was the day that counted; today was the day the final vote was taken, and I thought I had a responsibility to my fellow faculty members to raise the issues that we've raised in the University Senate and in my discussions with my colleagues. I came in knowing that this vote was going to go for I-A football. What I don't understand is, if you support athletics and fair play and all that good stuff, I should have had my round at bat too.”

President Ransdell asked Wood Selig and Craig Cobane to come forward, and he made

the following presentation and charge.

The first thing I'm going to do is hand this ball off, literally and figuratively, and that is a Sun Belt Conference football that was presented to each of the presidents in 2000 when the Sun Belt Conference initiated Division I football. We have waited six years to make the decision because that was the right thing to do for our University. Wood, that ball is yours now—let me know when you start playing.”

“The second thing that is far more important is that I'm going to present Craig Cobane of the University Honors Program with this portrait of Thomas Jefferson. Thomas Jefferson, Robert, as you well know being the esteemed historian that you are, was a man who spoke about quality and every human being's equal right to rise to a level of inequality—to rise to a level of excellence. Excellence means you are superior in whatever chosen measurement. Thomas Jefferson, in large measure, based the philosophy of this nation on right and the opportunity to rise to a level of excellence. *I'm presenting this portrait of Thomas Jefferson to you with the challenge that you come back to this Board, and you can come back in January or you can come back in the April meeting, we'll give you three or six months, whichever you need to work with the deans of our colleges and you present to us a program that will elevate the Honors Program at WKU. I'll expect you'll need a funding at least equal to what this \$70 fee produced for I-A football—that's a lot of money—to elevate our Honors Program to be world class—to be the peer of none in the Commonwealth of Kentucky, and rise to the level of being among the most prominent Honors Program in this nation. We can do that. Following that, Honors is going to be the number one priority, and I'm turning the page in this discussion to a far more important discussion of what will really define the intellectual heartbeat of Kentucky. We have a marvelous Center for Gifted Studies. After thirty years, it's been a hallmark of our University, it put us in position to be the home of the Kentucky Academy for Math and Science which opens next fall. Those two things alone make us distinctive intellectually in the Commonwealth of Kentucky. We have no peers on those two matters; because of those two things, we are in a position to invest properly in the Honors Program. By 2012, I want to see 1,000 students in our Honors Program with a high threshold; and I believe that the margin, Robert, that you described of national prominence for this University is our intellectual capacity to rise above our peers in terms of our Honors Program, and that*

*is a mark of distinction that we can and strategically will achieve because we can control that variable. Dr. Cobane has been our Director for about a year and has had great success early on. You have the vision and the energy to bring that about; so bring us back a strategic plan that this Board can approve to achieve an Honors Program that elevates this University intellectually and becomes the heartbeat of Kentucky based upon those three prongs—the Center for Gifted Studies; the Academy for Math and Science, with the State’s best high school juniors and seniors and an Honors Program for our students that is second to none.”*

*“Following that, we’re going to invest, between now and 2012, in three additional areas—Study Abroad; Graduate Studies, and the Library. So what I’m telling you is that for the next five years, between now and 2012, we will have a strategic priority in each of those budgets that will address these four areas—Honors, Study Abroad, Graduate Studies, and Library. Those four areas, in my opinion, are the most strategic opportunities, and in a couple of cases, needs, that will distinguish us in the manner, Robert, in which you were describing.*

*“You’ve got your ball, Wood, go play with it. Craig, you’re got your charge, come back and tell us how you’re going to do it.”*

#### **6.2.8 Update: Institutional Advancement and Media Relations**

Tom Hiles reviewed the status report found in pages 69-74 of the agenda packet. In addition, he reported the following:

- the announcement this week of a \$100,000 scholarship from an individual who played football at WKU;
- a number of gifts were announced last week for the publications building. A groundbreaking was held on Homecoming Day; just under \$900,000 has been raised thus far. This will be one of the first facilities that is almost a hundred percent funded privately in terms of a new building. Grassroots efforts by working journalists and others have supported this project.

Bob Edwards reviewed the Media Report found on page 75 of the agenda packet and called attention to the 2005-2006 Annual Report provided in the Regents’ folders.

#### **6.3 Finance and Budget Committee, Ms. LaDonna Rogers**

- 6.3.1 Approval: Trust Agreement dated as of December 1, 2006, between Western Kentucky University and the trustee named therein providing for the authorization, issuance, and sale from time to time of General Receipts Obligations of Western Kentucky University, providing for the payment of such obligations, and the securing of such payment, and authorizing other matters related thereto**

**FACTS:** For many years, WKU has issued Consolidated Educational Building Revenue (CEBR) bonds under an indenture adopted by the Board of Regents on August 15, 1960. Because of several needed updates to the existing indenture and because of the advantages of adopting a general receipts indenture, it is recommended that the Board of Regents adopt a General Receipts Indenture for future bond issues. Hilliard Lyons has prepared the attached summary comparing the Consolidated Educational Building Revenue Bonds with the proposed General Receipts Indenture. Three letters are also attached to address specific questions raised at the Finance & Budget Committee meeting. Included are:

- A letter from Robin Brewer of the State's Office of Financial Management explaining that there are no unique state approvals necessary under the proposed General Receipts Indenture that are not already required under the existing CEBR Indenture;
- A letter from Roger Peterman of Peck, Shaffer & Williams, bond counsel, explaining that the University's ability to issue bonds in the future without General Assembly approval will not be affected by adoption of this Trust Agreement; and
- A letter from Dirk Bedarff of Peck, Shaffer & Williams, bond counsel, explaining that under the existing indenture, it would be necessary to obtain bondholder consent for the amendment of the Basic Resolution to allow for a surety bond rather than fully funded debt service reserves.

The new debt structure has been reviewed and endorsed by the state's Office of Financial Management (Finance and Administration Cabinet), Hilliard Lyons, the financial advisors and Peck, Shaffer & Williams, the bond counsel. Auxiliary enterprise revenues have been excluded from the definition of General Receipts for the purpose of this Trust Agreement. A copy of the complete Trust Agreement and the resolution pertaining to it is provided under separate cover.

**RECOMMENDATION:** President Gary A. Randsell recommends that the Board of Regents adopt the Western Kentucky University General Receipts Trust Agreement.

Motion to approve the Trust Agreement dated as of December 1, 2006, between Western Kentucky University and the trustee named therein, providing for the authorization, issuance and sale from time to time of General Receipts Obligations of Western Kentucky University, providing for the payment of such obligations, and the securing of such payment, and authorizing other matters related thereto was made by Mr. Fischer, seconded by Mr. Zielke, and carried unanimously.

**6.3.2 Approval: Resolution authorizing the issuance and sale of approximately \$10,000,000 General Receipts Obligations, Series A, of Western Kentucky University pursuant to the Trust Agreement dated as of December 1, 2006; and authorizing President Randsell to accept the lowest bid, award the bonds, and report back to the Board the results of said action**

**FACTS:** The General Assembly has authorized Western Kentucky University to issue agency-funded debt for five capital projects. The authorization totaling \$54.0 million for construction projects is for the 2004-06 and 2006-08 biennium and includes the following projects:

Kentucky Math and Science Academy	\$5,000,000
Information Technology Infrastructure	3,000,000
Student Health Services Building	4,000,000

Renovation/Expansion Academic/ Athletics #2	9,500,000
South Campus Improvements	7,000,000

All of these projects have been started with architect consultants already at work. Because of timing, it is recommended to borrow for some of the project costs prior to the issuance of a much larger bond issue in order to allow the University to avail itself of the benefits relating to the issuance of "bank qualified obligations" (for financings where the aggregate amount of tax-exempt obligations issued by the University in a calendar year is \$10,000,000 or less). It is anticipated that WKU will sell bonds in spring 2007 for the remaining bond authorization.

The indenture resolution and bond resolution have been prepared by Peck, Shaffer & Williams LLP who is serving as bond counsel for the University on this issuance. The indenture resolution authorizes the execution and delivery of a general receipts indenture and the bond resolution permits the University to initiate steps under the general receipts indenture to sell the bonds, subject to the University accepting the lowest and best bid for the Series A bonds and establishing the final principal amount and maturities for the Series A bonds. A tentative schedule of events is attached. Results of the final sale of bonds will be reported to the Board of Regents at its next quarterly meeting. A copy of the complete First Supplemental Trust Agreement and the resolution pertaining to it is provided under separate cover.

**RECOMMENDATION:** Approval of a resolution authorizing the issuance and sale of approximately \$10,000,000 General Receipts Obligations, Series A, of Western Kentucky University pursuant to the Trust Agreement dated as of December 1, 2006; and authorizing President Ransdell to accept the lowest bid, award the bonds, and report back to the Board the results of said action.

Motion for approval of a resolution authorizing the issuance and sale of approximately \$10,000,000 General Receipts Obligations, Series A, of Western Kentucky University pursuant to the Trust Agreement dated as of December 1, 2006; and authorizing President Ransdell to accept the lowest bid, award the bonds, and report back to the Board the results of said action was made by Mr. Fischer, seconded by Mr. Zielke, and carried unanimously.

**AGENDA ITEM 7 - Recommendation for approval of personnel recommendations**

**since July 21, 2006**

**RECOMMENDATION:** President Gary A. Ransdell recommends approval of the personnel actions (contained in the next fifteen pages) that have transpired since the July 21, 2006, Board meeting.

**PERSONNEL CHANGES – FACULTY**

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Allied Health - Dental Hygiene	Daniel Carter	Assistant Professor	08/15/2006			54,540.00	Initial Appointment
Chemistry	Ronald Hoffmann	Director/Resident Associate Prof	08/01/2006			55,008.00	Initial Appointment
Communication Disorders	Kimberly Kirkpatrick	Instructor	08/15/2006			38,004.00	Initial Appointment
Community College	Rita Carroll	Instructor	08/15/2006	12/31/2006		17,004.00	Initial Appointment
Community College	Sarah McKinney	Instructor	08/15/2006	12/31/2006		17,004.00	Initial Appointment
Community College	Megan Miller	Instructor	08/15/2006			34,008.00	Initial Appointment
Engineering	Ronald Gallagher	Assistant Professor	08/15/2006			66,000.00	Initial Appointment
English	Jeffrey Fearnside	Instructor	08/15/2006	06/30/2007		35,004.00	Initial Appointment
Extended Campus-Elizabethtown	Brenda Ritson	Instructor	08/15/2006	12/31/2006		16,000.00	Initial Appointment
History	Christopher Beiting	Visiting Assistant Professor	08/15/2006	06/30/2007		46,008.00	Initial Appointment
Journalism & Broadcasting	Vicki Bagwell	Assistant Professor	08/15/2006			50,004.00	Initial Appointment
Journalism & Broadcasting	Tommy Booras	Assistant Professor	08/15/2006			46,008.00	Initial Appointment
Journalism & Broadcasting	Francis Gardler	Vstg Professional-in-Residence	08/15/2006	06/30/2007		40,860.00	Initial Appointment
Journalism & Broadcasting	Neil Ralston	Assistant Professor	08/15/2006			50,004.00	Initial Appointment
Leadership Studies	John Baker	Instructor	08/15/2006			45,000.00	Initial Appointment
Mathematics	Tilak Bhattacharya	Visiting Assistant Professor	08/15/2006	06/30/2007		42,504.00	Initial Appointment
Physical Education & Recreation	Zac Callahan	Instructor	08/15/2006	06/30/2007		38,004.00	Initial Appointment
Physics & Astronomy	Michael McPherson	Visiting Assistant Professor	08/15/2006	06/30/2007		41,256.00	Initial Appointment
Agriculture	Cris Scudder	Visiting Assistant Professor	07/01/2006	06/30/2007		46,500.00	Reappointment
Chemistry	Buchang Shi	Visiting Assistant Professor	07/01/2006	06/30/2007		38,628.00	Reappointment
Computer Information Systems	Melinda Hill	Visiting Executive-in-Residence	07/01/2006	06/30/2007		46,932.00	Reappointment
Consumer & Family Sciences	Sheila Duncan	Instructor	07/01/2006	06/30/2007		35,304.00	Reappointment
Consumer & Family Sciences	Sheila Flener	Professional-in-Residence	07/01/2006	06/30/2007		32,904.00	Reappointment
Consumer & Family Sciences	Tracy Pace	Instructor	07/01/2006	06/30/2007		35,268.00	Reappointment
Geography & Geology	Sara Dalton	Instructor	07/01/2006	06/30/2007		32,004.00	Reappointment
Management	Jerry Bennett	Visiting Assistant Professor	07/01/2006	06/30/2007		53,568.00	Reappointment
Management	Randall Capps	Vstg Executive-in-Residence	07/01/2006	06/30/2007		30,900.00	Reappointment
Management	John Schell	Instructor	07/01/2006	06/30/2007		51,504.00	Reappointment
Marketing	Donald Mellon	Vstg. Executive-in-Residence	07/01/2006	06/30/2007		46,920.00	Reappointment
Mathematics	Jean-Claude Evard	Visiting Assistant Professor	07/01/2006	06/30/2007		41,508.00	Reappointment
Physics & Astronomy	Christopher Bassey	Visiting Assistant Professor	07/01/2006	06/30/2007		41,304.00	Reappointment
Physics & Astronomy	Thomas Bohuski	Visiting Assistant Professor	07/01/2006	06/30/2007		43,440.00	Reappointment
Physics & Astronomy	Brett Bolen	Visiting Assistant Professor	07/01/2006	06/30/2007		40,584.00	Reappointment

**PERSONNEL CHANGES – FACULTY**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Accounting	Michelle Dilliha	Instructor	08/15/2006	06/30/2007		46,008.00	Rehire
Agriculture	Roger Dennis	Instructor	08/15/2006	06/30/2007		36,504.00	Rehire
Agriculture	Kristie Guffey	Instructor	08/15/2006	06/30/2007		31,008.00	Rehire
Communication	Stacey Gish	Instructor	08/15/2006	06/30/2007		34,008.00	Rehire
Communication	Eugenia Scott	Instructor	08/15/2006	06/30/2007		36,000.00	Rehire
Communication Disorders	Leisa Hutchison	Instructor	08/15/2006			38,004.00	Rehire
Community College	Lisa Boswell	Instructor	08/15/2006	12/31/2006		15,000.00	Rehire
Community College	Jill Brown	Instructor	08/15/2006			34,344.00	Rehire
Community College	Dan Haley	Instructor	08/15/2006	12/31/2006		15,000.00	Rehire
English	Gary Beagle	Instructor	08/15/2006	06/30/2007		34,008.00	Rehire
Health Sciences	Melanie Duke	Instructor	08/15/2006			38,004.00	Rehire
Health Sciences	Susan Redick	Instructor	08/15/2006			38,004.00	Rehire
Health Sciences	Daltrey Tyree	Assistant Professor	08/15/2006			44,004.00	Rehire
Philosophy & Religion	Judy Russell	Visiting Assistant Professor	08/15/2006	06/30/2007		45,000.00	Rehire
Communication	Maynard Prince	Instructor	07/01/2006		26,520.00	34,008.00	Status Change
Computer Information Systems	John Atkinson	Assistant Professor	07/01/2006		64,428.00	66,036.00	Status Change
Consumer & Family Sciences	Connie Smith	Assistant Professor	08/15/2006		68,988.00	56,580.00	Status Change
Ed. Admin., Leadership & Research	Richard Keaster	Professor	08/15/2006		98,076.00	80,244.00	Status Change
Ed. Admin., Leadership & Research	Mary O'Phelan	Visiting Associate Professor	07/01/2006	06/30/2007	59,700.00	46,080.00	Status Change
Journalism & Broadcasting	Jeanine Cherry	Instructor	07/01/2006		38,484.00	40,020.00	Status Change
Public Health	Wayne Higgins	Professor	07/01/2006		100,128.00	84,168.00	Status Change
Special Instructional Programs	Cassie Zippay	Visiting Assistant Professor	08/15/2006	06/30/2007	32,736.00	42,000.00	Status Change
Community College	Linda Clark	Assistant Professor	07/01/2006		50,748.00	54,744.00	FY Salary Increase
Community College	Nancy English	Assistant Professor	07/01/2006		44,460.00	45,192.00	FY Salary Increase
Community College	Carol Evans	Assistant Professor	07/01/2006		45,612.00	46,344.00	FY Salary Increase
Community College	Mary Green	Assistant Professor	07/01/2006		44,328.00	45,060.00	FY Salary Increase
Community College	Kimberly Harris	Assistant Professor	07/01/2006		44,316.00	47,808.00	FY Salary Increase
Community College	Angela Irvin	Assistant Professor	07/01/2006		43,620.00	44,352.00	FY Salary Increase
Community College	Wanda Key	Assistant Professor	07/01/2006		45,828.00	49,320.00	FY Salary Increase
Community College	Lora Moore	Assistant Professor	07/01/2006		46,740.00	50,232.00	FY Salary Increase
Community College	Carol Stowe-Byrd	Assistant Professor	07/01/2006		44,244.00	44,976.00	FY Salary Increase
Community College	Judy Walker	Assistant Professor	07/01/2006		43,236.00	46,728.00	FY Salary Increase
Community College	Jacqueline Wofford	Assistant Professor	07/01/2006		44,568.00	45,300.00	FY Salary Increase
Marketing	Patricia Todd	Assistant Professor	07/01/2006		78,972.00	83,172.00	FY Salary Increase

**PERSONNEL CHANGES – FACULTY**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Nursing	Sheila Atwell	Assistant Professor	07/01/2006		42,600.00	44,604.00	FY Salary Increase
Nursing	Linda Coakley	Assistant Professor	07/01/2006		46,608.00	48,612.00	FY Salary Increase
Nursing	Dawn Garrett	Assistant Professor	07/01/2006		43,008.00	45,012.00	FY Salary Increase
Nursing	Rachel Kinder	Assistant Professor	07/01/2006		48,672.00	51,180.00	FY Salary Increase
Nursing	Mary Kovar	Assistant Professor	07/01/2006		42,600.00	44,604.00	FY Salary Increase
Nursing	Maria Eve Main	Assistant Professor	07/01/2006		47,916.00	48,924.00	FY Salary Increase
Nursing	Lizbeth Sturgeon	Assistant Professor	07/01/2006		42,840.00	44,844.00	FY Salary Increase
Physical Education & Recreation	Sharon Whitlock	Assistant Professor	07/01/2006		40,560.00	41,760.00	FY Salary Increase
Physics and Astronomy	Charles McGruder	Professor	07/01/2006		111,000.00	114,300.00	FY Salary Increase
Public Health/ J. Clifford Todd	Dana Bradley	Associate Professor	07/01/2006		76,500.00	78,828.00	FY Salary Increase
Chemistry	Amanda Brooks	Instructor	07/01/2006	06/30/2007	38,364.00	28,776.00	Temporary Salary Decrease
Journalism & Broadcasting	Marjorie Yambor	Instructor	10/01/2006		43,128.00	44,328.00	Degree/Salary Increase
Special Instructional Programs	Andrew Battles	Assistant Professor	08/15/2006		48,000.00	49,200.00	Degree/Salary Increase
Agriculture	Jack Rudolph	Department Head	07/01/2006		61,452.00	98,004.00	Promotion
Public Health	Charlotte Reeder	Instructor	07/01/2006		64,008.00	41,004.00	Transfer
Accounting/Meany-Holland	Nace Magner	Stipend	07/01/2006	06/30/2007		16,644.00	Stipend
Accounting/Nixon	Yinig Chen	Stipend	07/01/2006	06/30/2007		16,320.00	Stipend
Biology/ARTP	Shivendra Sahi	Stipend	10/01/2006	06/30/2007		10,000.08	Stipend
Communication/Provost	Larry Caillouet	Stipend	10/01/2006	06/30/2007		3,600.00	Stipend
Communication/Leadership Studies	Cecile Garmon	Stipend	10/01/2006	06/30/2007		3,600.00	Stipend
Community College	Kimberly Harris	Stipend, Interim Chair	07/01/2006	06/30/2007		6,000.00	Stipend
Community College	Michelle Jackson	Stipend, Interim Chair	08/01/2006	06/30/2007		5,500.00	Stipend
Finance/Page	Kam Chan	Stipend	07/01/2006	06/30/2007		18,000.00	Stipend
Management/Lessenbury	Robert Hatfield	Stipend	07/01/2006	06/30/2007		9,000.00	Stipend
Management/Ford	Leo Simpson	Stipend	07/01/2006	06/30/2007		18,000.00	Stipend
Psychology/J. Clifford Todd	Daniel Roenker	Stipend	07/01/2006	06/30/2007		12,000.00	Stipend
Agriculture	James Martin	Optional Retiree		06/30/2006			Optional Retirement End
Architect. & Manufacturing Sciences	Kenneth Mussnug	Optional Retiree		06/30/2006			Optional Retirement End
Biology	Robert Hoyt	Optional Retiree		06/30/2006			Optional Retirement End
Community College	Nancy Rascoe	Optional Retiree		06/30/2006			Optional Retirement End
Counseling & Student Affairs	Delbert Hayden	Optional Retiree		06/30/2006			Optional Retirement End
Counseling & Student Affairs	Stephen Schnacke	Optional Retiree		06/30/2006			Optional Retirement End
Curriculum and Instruction	Nancy Minix	Optional Retiree		06/30/2006			Optional Retirement End



**PERSONNEL CHANGES – FACULTY**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Ed. Admin., Leadership & Research	Ronald Adams	Optional Retiree		06/30/2006			Optional Retirement End
Geography and Geology	Conrad Moore	Optional Retiree		06/30/2006			Optional Retirement End
Psychology	Joseph Cangemi	Optional Retiree		06/30/2006			Optional Retirement End
Special Instructional Programs	John Vokurka	Optional Retiree		06/30/2006			Optional Retirement End
Theatre and Dance	William Leonard	Optional Retiree		06/30/2006			Optional Retirement End
Psychology	Ernest Owen	Optional Retiree	07/01/2006	06/30/2007			Unpaid Leave/Absence
Management	Gabriel Buntzman	Professor		06/30/2006			Retirement

**PERSONNEL CHANGES – GRANTS**

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Biology	Priya Padmanabhan	MN PNF 00	08/04/2006	03/30/2007		28,704.00	Initial Appointment
Cave & Karst Studies - POD	Michael Howard	BW PT Temp Tech 00	05/15/2006	12/31/2006		7.00	Initial Appointment
Disabled Student Services	Shannon Stafford	BW PT Temp Tech 00	07/13/2006	06/30/2007		25.00	Initial Appointment
Forensics - POD	Tyler Billman	MN Temp PNF 00	10/02/2006	08/31/2007		32,004.00	Initial Appointment
Geography & Geology	Jacki Shepherd	SM Temp Tech 00	09/11/2006	09/10/2007		23,400.00	Initial Appointment
Inst Combustion Sci & Env Tech-POD	Zhengyang Gao	MP PT PNF	07/19/2006	12/31/2006		12,000.00	Initial Appointment
Inst Combustion Sci & Env Tech-POD	Zhonggen Li	MP PT PNF	08/01/2006	12/31/2006		24,000.00	Initial Appointment
Inst Combustion Sci & Env Tech-POD	Hung-Ta Lin	MP PT PNF	08/15/2006	12/31/2006		24,000.00	Initial Appointment
Inst Combustion Sci & Env Tech- POD	Wendall Myers	Research Operations Specialist	08/07/2006	12/31/2006		53,760.00	Initial Appointment
Inst Combustion Sci & Env Tech-POD	Qiang Wang	MP PT PNF	09/01/2006	12/31/2006		24,000.00	Initial Appointment
Inst Combustion Sci & Env Tech- POD	Junlian Zhang	Research Associate	08/01/2006	12/31/2006		36,000.00	Initial Appointment
Kentucky Climate Center - POD	Michael Grogan	Systems Administrator I	10/02/2006	07/31/2007		40,008.00	Initial Appointment
Kentucky Climate Center - POD	Brandy Sullivan	Office Assistant	09/05/2006	07/31/2007		19,272.00	Initial Appointment
Social Work	Eileen Arnold	Visiting Assistant Professor	08/15/2006	06/30/2007		46,008.00	Initial Appointment
Disabled Student Services	David Herman	BW PT Tech 00	08/28/2006	06/30/2007		35.00	Rehire
Disabled Student Services	Teresa Smith	Coord/Deaf and Hard of Hearing	08/01/2006	06/30/2007		45,000.00	Rehire
Disabled Student Services	Deborah Ward	BW PT Tech 00	08/28/2006	06/30/2007		35.00	Rehire
Equal Opportunity/504/ADA Comp	Valerie Spence	BW PT Tech 00	08/28/2006	06/30/2007		35.00	Rehire
Equal Opportunity/504/ADA Comp	Peggy Wallace	BW PT Tech 00	08/28/2006	06/30/2007		25.00	Rehire
College of Health & Human Services	Maria Gott	BW PT Temp Tech 00	08/01/2006	10/31/2006	25,008.00	13.20	Status Change
College of Health & Human Services	Francisco Palacios	BW PT Temp Tech 00	08/01/2006	10/31/2006	25,008.00	13.20	Status Change
Inst Combustion Sci & Env Tech- POD	Chin-Min Cheng	Research Associate	07/03/2006	12/31/2006	20.00	42,000.00	Status Change
Inst Combustion Sci & Env Tech- POD	Martin Cohron	Instrumentation Specialist	07/03/2006	12/31/2006	26.00	55,008.00	Status Change
Small Business Accelerator	Henry Steen III	Executive Director, CRICC	10/01/2006		15,000.00	101,004.00	Status Change
Water Resource Center - POD	Karla Andrew	Project Specialist	07/01/2006	09/30/2006	20.28	39,552.00	Status Change
Water Resource Center - POD	Christal Wade	Laboratory Analyst	07/03/2006	09/30/2006	13.00	27,192.00	Status Change
Biology	Karen Bell	MN Temp PNF 00	07/31/2006	06/30/2007	30,000.00	31,500.00	Reappointment
Inst Combustion Sci & Env Tech-POD	Younes El Khdari	MP PT PNF	08/15/2006	12/31/2006	18,000.00	24,000.00	Reappointment
Inst Combustion Sci & Env Tech-POD	Cheng-Li Wu	MP PT PNF	09/01/2006	12/31/2006	4,800.00	24,000.00	Reappointment
Water Resource Center - POD	Joshua Brewer	BW PT Temp Tech 00	08/21/2006	12/31/2006	10.00	13.00	Reappointment

**PERSONNEL CHANGES – GRANTS**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Biology	Mohd Israr	Research Associate	09/01/2006	11/30/2006	30,000.00	30,000.00	Reappt/No Sal. Inc.
Biology	Daniel Starnes	BW PT Tech 00	08/01/2006	08/30/2006	8.00	8.00	Reappt/No Sal. Inc.
Biology	Katherine Sullivan	BW PT Tech 00	08/09/2006	09/30/2007	15.75	15.75	Reappt/No Sal. Inc.
Cave & Karst Studies - POD	Michael Howard	BW PT Temp Tech 00	08/21/2006	12/31/2006	7.00	7.00	Reappt/No Sal. Inc.
Chemistry	Jianxin Geng	MP PT PNF	09/01/2006	01/06/2007	23,664.00	23,664.00	Reappt/No Sal. Inc.
Chemistry	Wenbing Li	MP PT PNF	09/01/2006	10/03/2006	23,664.00	23,664.00	Reappt/No Sal. Inc.
College of Health & Human Services	Jorge Iberico Romero	MN Temp PNF 00	08/01/2006	08/31/2006	28,008.00	28,008.00	Reappt/No Sal. Inc.
Dean College of Education	Jeffrey Kimmel	SM Tech/Paraprof 00	07/01/2006	09/30/2006	52,008.00	52,008.00	Reappt/No Sal. Inc.
Dean Community College	Julie Gee	BW PT Tech 00	09/01/2006	12/31/2006	15.00	15.00	Reappt/No Sal. Inc.
Educational Enhancement Programs	Jennifer Costellow	BW PT Clerical 00	10/01/2006	12/31/2006	15.78	15.78	Reappt/No Sal. Inc.
Educational Enhancement Programs	Anna Scott	BW PT Temp Tech 00	09/01/2006	08/31/2007	12.00	12.00	Reappt/No Sal. Inc.
Educational Enhancement Programs	Janie Ward	Office Assistant	10/01/2006	12/31/2006	24,264.00	24,264.00	Reappt/No Sal. Inc.
Educational Enhancement Programs	Jessica Wood	BW PT Tech 00	09/01/2006	08/31/2007	12.00	12.00	Reappt/No Sal. Inc.
Hoffman Institute - POD	Patricia Kambesis	Research Associate	10/01/2006	01/31/2007	32,340.00	32,340.00	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech- POD	Richard Botkin	BW PT Tech 00	09/01/2006	12/31/2006	8.00	8.00	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech-POD	Cheng-Chung Chiu	MP PT PNF	09/01/2006	12/31/2006	13,200.00	13,200.00	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech-POD	Yaji Huang	MP PT PNF	09/01/2006	12/31/2006	24,000.00	24,000.00	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech- POD	Quentin Lineberry	BW PT Temp Tech 00	07/01/2006	06/30/2007	18.75	18.75	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech-POD	Yun Meng	MP PT PNF	09/01/2006	12/31/2006	24,000.00	24,000.00	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech-POD	Quanhai Wang	MP PT PNF	09/01/2006	12/31/2006	24,000.00	24,000.00	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech-POD	Jiang Wu	MP PT PNF	09/01/2006	12/31/2006	33,000.00	33,000.00	Reappt/No Sal. Inc.
Inst Combustion Sci & Env Tech-POD	Jiashun Zhu	MP PT PNF	09/01/2006	12/31/2006	24,000.00	24,000.00	Reappt/No Sal. Inc.
Institute for Rural Health	Lynlee McKee	Coord/Env. & Occup. Health	08/01/2006	12/18/2006	31,008.00	31,008.00	Reappt/No Sal. Inc.
Physics & Astronomy	Charles Poteet	BW PT Temp Tech 00	07/01/2006	08/15/2006	8.00	8.00	Reappt/No Sal. Inc.
Student Support Services	Terrance George	Academic Coordinator	09/01/2006	08/31/2007	31,752.00	31,752.00	Reappt/No Sal. Inc.
Student Support Services	Carolyn Hagaman	Coord, Student Support Svc	09/01/2006	08/31/2007	39,060.00	39,060.00	Reappt/No Sal. Inc.
Student Support Services	Michael Johnson	Director, Student Support Svcs	09/01/2006	08/31/2007	51,504.00	51,504.00	Reappt/No Sal. Inc.
Student Support Services	Kimberly Whalen	Office Associate	09/01/2006	08/31/2007	26,400.00	26,400.00	Reappt/No Sal. Inc.
Talent Search	Kristen Galloway	Academic Coordinator	09/01/2006	07/31/2007	32,208.00	32,208.00	Reappt/No Sal. Inc.
Talent Search	Paula Maier	Assistant Director	09/01/2006	07/31/2007	36,816.00	36,816.00	Reappt/No Sal. Inc.
Talent Search	Mary Roppel	Office Associate	09/01/2006	07/31/2007	28,344.00	28,344.00	Reappt/No Sal. Inc.
Talent Search	Martha Sales	Director	09/01/2006	07/31/2007	43,560.00	43,560.00	Reappt/No Sal. Inc.

**PERSONNEL CHANGES – GRANTS**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Talent Search	Manuel Sanchez	Academic Coordinator	09/01/2006	07/31/2007	32,832.00	32,832.00	Reappt/No Sal. Inc.
Training Projects	Jessica Watts	Training Associate	10/01/2006	12/31/2006	30,768.00	30,768.00	Reappt/No Sal. Inc.
Training Projects	Shirley Wood	BW PT Clerical 00	10/01/2006	12/31/2006	18.18	18.18	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Sanja Berec	Teacher	09/01/2006	08/31/2007	22,944.00	22,944.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Misela Bulut	BW PT Tech 00	09/01/2006	10/31/2006	9.46	9.46	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Erin Dant	Teacher	09/01/2006	08/31/2007	31,704.00	31,704.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Stephanie Elliott	Coordinator, Education	09/01/2006	10/31/2006	41,160.00	41,160.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Amanda Kelly	BW PT Tech 00	11/01/2006	10/31/2007	10.20	10.20	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Betty Robertson	BW PT Clerical 00	11/01/2006	06/30/2007	21.29	21.29	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Kiran Sahi	Teacher	09/01/2006	08/31/2007	32,664.00	32,664.00	Reappt/No Sal. Inc.
Training/Technical Assistance Svcs	Sherri Vance	Teacher	09/01/2006	08/31/2007	30,576.00	30,576.00	Reappt/No Sal. Inc.
Veterans Upward Bound	Patricia Ault	Office Associate	10/01/2006	06/30/2007	24,888.00	24,888.00	Reappt/No Sal. Inc.
Veterans Upward Bound	Howard Stone	Adult Ed Spec, Vet Upward Bnd	10/01/2006	06/30/2007	32,688.00	32,688.00	Reappt/No Sal. Inc.
Water Resource Center - POD	Jana Fattic	Associate Director	10/01/2006	09/30/2007	47,004.00	47,004.00	Reappt/No Sal. Inc.
Water Resource Center - POD	Christal Wade	Laboratory Analyst	10/01/2006	09/30/2007	27,192.00	27,192.00	Reappt/No Sal. Inc.
Chemistry – ICSET	Wei-Ping Pan	Professor	07/01/2006	12/31/2006	150,000.00	155,004.00	Grant 7/1 Salary Increase
Community College	Carla Hinton	MP PT PNF	07/01/2006	06/30/2007	9,758.00	9,892.00	Grant 7/1 Salary Increase
Educational Telecommunications	Jack Hanes	Director	07/01/2006	09/30/2007	74,208.00	76,440.00	Grant 7/1 Salary Increase
Inst Combustion Sci & Env Tech- POD	Mark O'Brien	BW PT Tech 00	07/01/2006	08/31/2006	18.05	24.58	Grant 7/1 Salary Increase
Inst Combustion Sci & Env Tech- POD	Yan Cao	Emission Control Lab Manager	07/01/2006	12/31/2006	55,008.00	57,756.00	Grant 7/1 Salary Increase
Inst Combustion Sci & Env Tech- POD	Chein-Wei Chen	Research Assistant	07/01/2006	12/31/2006	42,000.00	43,200.00	Grant 7/1 Salary Increase
Inst Combustion Sci & Env Tech- POD	I-Ting Chen	Manager, Operations	07/01/2006	12/31/2006	49,008.00	50,484.00	Grant 7/1 Salary Increase
Inst Combustion Sci & Env Tech- POD	Zhongxian Cheng	Research Associate	07/01/2006	12/31/2006	36,000.00	37,080.00	Grant 7/1 Salary Increase
Inst Combustion Sci & Env Tech- POD	Pauline Norris	Laboratory Coordinator	07/01/2006	12/31/2006	33,000.00	36,000.00	Grant 7/1 Salary Increase
Small Business Development Center	Eva Bixler	BW PT Tech 00	07/03/2006	09/30/2006	15.00	25.00	Grant 7/1 Salary Increase
Student Support Services	Carolyn Hagaman	Coord, Student Support Svc	07/01/2006	08/31/2006	37,920.00	39,060.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Dennis Angle	Graphics Specialist	07/01/2006	06/30/2007	47,724.00	48,444.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Yolanda Bell	Teacher	07/01/2006	10/31/2006	26,400.00	26,664.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Harry Bickel	Lead Staff Consultant	07/01/2006	06/30/2007	61,668.00	62,580.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Sanja Berec	Teacher	07/01/2006	08/31/2007	22,704.00	22,944.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Amber Boards	Component Coordinator	07/01/2006	10/31/2006	30,828.00	31,764.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Janet Buckley	Component Specialist	07/01/2006	06/30/2007	62,124.00	63,996.00	Grant 7/1 Salary Increase

**PERSONNEL CHANGES – GRANTS**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Training/Technical Assistance Svcs	Erin Dant	Teacher	07/01/2006	08/31/2006	31,392.00	31,704.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Perry Davis	Management Specialist	07/01/2006	06/30/2007	60,276.00	62,088.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Eric Dupree	Management Specialist	07/01/2006	06/30/2007	61,932.00	63,792.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Connie Dye	Teacher	07/01/2006	10/31/2006	22,200.00	23,040.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Gail Elleby	Management Specialist	07/01/2006	06/30/2007	64,212.00	65,592.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Stephanie Elliott	Coordinator, Education	07/01/2006	08/31/2006	40,356.00	41,160.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Robin Gadsden-Dupree	Component Specialist	07/01/2006	06/30/2007	62,088.00	63,648.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Michael Gramling	Training Specialist	07/01/2006	06/30/2007	58,536.00	60,300.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Michael Hartz	Staff Assistant	07/01/2006	06/30/2007	37,752.00	38,796.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Holly Hatcher	Administrative Coordinator	07/01/2006	06/30/2007	32,352.00	33,264.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Luis Hernandez	Training Specialist	07/01/2006	06/30/2007	65,604.00	66,840.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Amy Hood	Training Specialist	07/01/2006	10/31/2006	57,864.00	59,172.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Julia Johnson	Teacher	07/01/2006	10/31/2006	28,800.00	29,088.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Janine Keirman	Project Financial Specialist	07/01/2006	10/31/2006	54,168.00	55,800.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Amanda Kelly	BW PT Tech 00	07/01/2006	10/31/2006	10.00	10.20	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Colleen Mendel	Executive Director	07/01/2006	10/31/2006	106,740.00	109,944.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Susan M. Morris	Staff Assistant	07/01/2006	06/30/2007	37,572.00	38,520.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Beth O'Brien	Information/Events Specialist	07/01/2006	06/30/2007	43,920.00	45,180.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Jennifer Pecot	Training Specialist	07/01/2006	06/30/2007	57,072.00	58,500.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Linda Reynolds	Teacher	07/01/2006	06/30/2007	18,792.00	18,984.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Kiran Sahi	Teacher	07/01/2006	08/31/2006	31,704.00	32,664.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Lejane Sailors	Health Specialist	07/01/2006	06/30/2007	60,732.00	62,208.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Connie Smith	Early Childhood Ed. Spec.	07/01/2006	08/14/2006	67,140.00	68,988.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Lindsay Spence	Teacher	07/01/2006	10/31/2006	28,800.00	29,088.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Cynthia Sprouse	Administrative Coordinator	07/01/2006	06/30/2007	29,448.00	30,336.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Betsy Thigpen	Training Specialist	07/01/2006	06/30/2007	59,568.00	60,756.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Sherri Vance	Teacher	07/01/2006	08/31/2006	30,264.00	30,576.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Marcia Verzaro-O'Brien	Director, Southern Region	07/01/2006	06/30/2007	91,812.00	94,572.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	James Watkins	Program Manager	07/01/2006	06/30/2007	60,312.00	61,824.00	Grant 7/1 Salary Increase
Water Resource Center	Marsha Wallace	Office Associate	07/01/2006	09/30/2006	25,608.00	29,328.00	Grant 7/1 Salary Increase

**PERSONNEL CHANGES – GRANTS**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Biology	Daniel Stames	BW PT Tech 00	08/31/2006	12/15/2006	8.00	8.50	Grant FY Salary Increase
Child Care	Uma Murthy	BW PT Tech 00	11/01/2006	10/31/2007	12.00	12.24	Grant FY Salary Increase
College of Health & Human Services	Juan Gutierrez	MN Temp PNF 00	08/01/2006	10/31/2006	30,000.00	30,900.00	Grant FY Salary Increase
College of Health & Human Services	Donita Lashley	HETC Health Programs Spec	09/01/2006	08/31/2007	35,688.00	36,756.00	Grant FY Salary Increase
College of Health & Human Services	Celia Lopez	Coordinator, Alliance Project	08/01/2006	10/31/2006	31,200.00	32,136.00	Grant FY Salary Increase
College of Health & Human Services	Glynda Stone	MP PT PNF	09/01/2006	08/31/2007	14,925.00	15,360.00	Grant FY Salary Increase
Inst Combustion Sci & Env Tech-POD	Chi-Kuan Chen	MP PT PNF	09/01/2006	12/31/2006	12,000.00	14,400.00	Grant FY Salary Increase
Inst Combustion Sci & Env Tech-POD	Ming-Chung Liu	MP PT PNF	09/01/2006	12/31/2006	12,000.00	13,200.00	Grant FY Salary Increase
Inst Combustion Sci & Env Tech-POD	Yi-Chuan Tseng	MP PT PNF	09/01/2006	12/31/2006	12,000.00	14,400.00	Grant FY Salary Increase
Inst Combustion Sci & Env Tech-POD	Chia Wei Wang	MP PT PNF	09/01/2006	12/31/2006	12,000.00	14,400.00	Grant FY Salary Increase
Extended Learning & Outreach (DELO)	Richard Horn	Director	10/01/2006	09/30/2007	55,332.00	58,524.00	Grant FY Salary Increase
Psychology	Gayla Cissell	Coordinator III	09/01/2006	08/31/2007	45,024.00	46,824.00	Grant FY Salary Increase
Psychology	Leslie Plumlee	Research Associate	10/01/2006	08/31/2007	31,224.00	32,784.00	Grant FY Salary Increase
Training/Technical Assistance Svcs	Misela Bulut	BW PT Tech 00	11/01/2006	10/31/2007	9.46	9.65	Grant FY Salary Increase
Training/Technical Assistance Svcs	Thelma Woods	BW PT Maint 00	11/01/2006	10/31/2007	8.21	8.37	Grant FY Salary Increase
Training/Technical Assistance Svcs	William Woods	BW PT Maint 00	11/01/2006	10/31/2007	8.50	8.67	Grant FY Salary Increase
Water Resource Center - POD	Karla Andrew	Project Specialist	10/01/2006	09/30/2007	39,552.00	39,804.00	Grant FY Salary Increase
Water Resource Center - POD	Richard Fowler	Laboratory Technician	10/01/2006	09/30/2007	37,440.00	38,568.00	Grant FY Salary Increase
Water Resource Center - POD	Alanna Storey	Coordinator, Outreach Services	10/01/2006	09/30/2007	27,000.00	27,816.00	Grant FY Salary Increase
Training Projects	Jessica Watts	Training Coordinator	07/01/2006	12/31/2006	26,880.00	30,768.00	Reclassification
Water Resource Center - POD	Jana Fattic	Associate Director	07/01/2006	09/30/2006	40,008.00	47,004.00	Reclassification
Agriculture/University Farm	David Newsom	Assistant Farm Manager	07/01/2006	03/30/2007	37,440.00	39,264.00	Salary Increase
Inst Combustion Sci & Env Tech- POD	Chin-Min Cheng	Research Associate	08/01/2006	12/31/2006	42,000.00	42,516.00	Salary Increase
Inst Combustion Sci & Env Tech- POD	Stan Herren	BW PT Tech 00	07/10/2006	08/31/2006	20.00	23.07	Salary Increase
Inst Combustion Sci & Env Tech- POD	John Smith	BW PT Tech 00	07/10/2006	08/20/2006	35.00	40.49	Salary Increase
Inst Combustion Sci & Env Tech- POD	John Smith	BW PT Tech 00	08/21/2006	12/31/2006	40.49	115.36	Salary Increase
Career Services Center	Jaime Thomas	Office Assistant	07/01/2006	06/30/2007	20,940.00	24,720.00	Temporary Rate Increase
Training/Technical Assistance Svcs	Krista Williams	Teacher	07/01/2006	10/31/2006	30,264.00	34,464.00	Temporary Rate Increase
Agriculture	Mehari Tekeste	Research Scientist	06/01/2006	03/30/2007			Title Change

**PERSONNEL CHANGES – STAFF**

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Admin. Systems and Applications	David May	Web Developer II	09/07/2006			50,004.00	Initial Appointment
Admissions Office	Will Gramling	Admissions Counselor	09/25/2006			27,192.00	Initial Appointment
Admissions Office	Brandi Taylor	Admissions Counselor	09/05/2006			27,192.00	Initial Appointment
Annual Fund	Megan Fisher	BW PT Temp Clerical 00	09/27/2006	05/03/2007		5.50	Initial Appointment
Art	Bryan Moats	Art Support Technician	09/05/2006			26,784.00	Initial Appointment
Athletic Facilities	Lisa Powers	BW PT Clerical 00	09/05/2006			12.50	Initial Appointment
Athletic Marketing	Stewart Davis	BW PT Temp Tech 00	07/19/2006	06/19/2007		10.00	Initial Appointment
Athletics	Dustin Wilson	Assistant Athletic Trainer	08/01/2006			27,696.00	Initial Appointment
Bookstore	Marcia Dodson	Manager, Merchandise	07/05/2006			35,004.00	Initial Appointment
Bookstore	Lacey Jackson	BW PT Temp Clerical 00	08/21/2006	08/21/2007		9.50	Initial Appointment
Bookstore	Joe Meng	Bookstore Buyer	09/12/2006			11.54	Initial Appointment
Bookstore	Laura Ramsey	BW PT Clerical 00	08/07/2006			8.50	Initial Appointment
Bursar	Leanne Mooneyhan	Accounts Specialist	08/14/2006	09/15/2006		22,176.00	Initial Appointment
Career Services Center	Sharon Williams	MN PNF 00	10/02/2006	06/30/2007		31,008.00	Initial Appointment
Chemistry	Paul Whitley	BW PT Temp Tech 00	09/25/2006	06/30/2007		10.00	Initial Appointment
Conference Center	Gustavo Barahona	BW PT Temp Maint 00	07/12/2006	07/11/2007		6.50	Initial Appointment
Conference Center	Tracey Bellamy	SM Temp Clerical 00	10/05/2006	10/04/2007		22,512.00	Initial Appointment
Controller	Paula Mattison	Staff Accountant	10/12/2006			38,472.00	Initial Appointment
Counseling & Testing Center	Lia Bueker Seran	MN Temp PNF 00	08/18/2006	05/31/2007		42,000.00	Initial Appointment
Counseling & Testing Center	Eric Manley	Staff Counselor	08/01/2006			49,416.00	Initial Appointment
Extended Campus-Elizabethtown	Melissa Ballinger	Office Assistant	09/11/2006			22,104.00	Initial Appointment
Extended Campus-Elizabethtown	Betty Davenport	Office Associate	09/07/2006			24,000.00	Initial Appointment
Extended Campus-Glasgow	Jimmy Martin	BW PT Maint 00	09/05/2006			8.00	Initial Appointment
Extended Learning/Outreach (DELO)	Robert Blake	MN Temp PNF 00	08/09/2006	08/08/2007		27,504.00	Initial Appointment
Extended Learning/Outreach (DELO)	Alicia Pirtle	Office Associate	07/03/2006			23,256.00	Initial Appointment
FM Radio Network	Barbara McDermott	BW PT Tech 00	06/26/2006			6.75	Initial Appointment
Forensics - POD	Nicole Hawk	SM Temp Clerical 00	08/21/2006	05/31/2007		25,008.00	Initial Appointment
Forensics - POD	Christopher Joffrion	Assistant Coach, Forensics	07/10/2006			27,192.00	Initial Appointment
Health Services	Ginger Gayle	Medical Assistant	09/05/2006			29,736.00	Initial Appointment
Hilltopper Athletic Foundation	Elizabeth Brown	Membership Services Associate	07/28/2006			25,512.00	Initial Appointment
Housing & Residence Life	Jennifer Ballard	Residence Hall Director	08/21/2006	06/30/2007		20,760.00	Initial Appointment
Housing & Residence Life	Kourtney Barrett	Residence Hall Director	07/17/2006			20,004.00	Initial Appointment
Housing & Residence Life	Michael Druffel	Asst Residence Hall Director	07/17/2006			13,320.00	Initial Appointment
Housing & Residence Life	Timothy Gray	Asst Residence Hall Director	07/17/2006			13,320.00	Initial Appointment
Housing & Residence Life	Londa Holder	Asst Residence Hall Director	07/17/2006			13,320.00	Initial Appointment
Housing & Residence Life	Amber Kiser	Asst Residence Hall Director	08/28/2006	06/30/2007		13,320.00	Initial Appointment
Housing & Residence Life	Jamie Nelms	Asst Residence Hall Director	08/04/2006			13,320.00	Initial Appointment

**PERSONNEL CHANGES – STAFF**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Housing & Residence Life	Karla Perez-Velez	Residence Hall Director	07/17/2006			20,004.00	Initial Appointment
Housing & Residence Life	Kevin Utt	Coordinator, HRL	06/19/2006			28,008.00	Initial Appointment
Housing & Residence Life	Mark Woolwine	Coordinator, HRL	07/21/2006			28,008.00	Initial Appointment
Institute for Rural Health	Matthew Hunt	Office Associate	08/09/2006			22,008.00	Initial Appointment
Ky Science & Math Academy	Jonathan Lanham	MN Temp PNF 00	08/10/2006	08/09/2007		30,000.00	Initial Appointment
Libraries	Jason Hatman	BW Lib PT Tech 00	09/06/2006	09/05/2007		9.00	Initial Appointment
Maintenance Services	Ben Spittler	Carpenter	08/14/2006			11.50	Initial Appointment
Maintenance Services	Wendell Wisdom	Electrician	08/21/2006			15.00	Initial Appointment
Men's Baseball	Michael Hnytka	BW PT Tech 00	08/28/2006			6.00	Initial Appointment
Men's Football	Bryan Tatum	BW PT Tech 00	08/25/2006			8.37	Initial Appointment
Office of Diversity Programs	Alicia Boards	MN Temp PNF 00	09/01/2006	06/30/2007		29,004.00	Initial Appointment
Office of Diversity Programs	Creston Lynch	Assistant Director	09/05/2006			35,004.00	Initial Appointment
Police	Linda Cromer	Communications Officer	09/25/2006			21,000.00	Initial Appointment
Police	Brian Figley	Police Officer	08/07/2006			28,392.00	Initial Appointment
Police	Brandon Humphries	Police Officer	07/17/2006			28,392.00	Initial Appointment
Police	Tann Suoy	Police Officer	07/17/2006			28,392.00	Initial Appointment
Sponsored Programs	Rebecca Hildebran	Office Associate	07/05/2006			21,000.00	Initial Appointment
Theatre & Dance	Cassandra Beaver	Supervisor, Costume Shop	08/15/2006			14.96	Initial Appointment
University Centers	Kristina Garvey	BW PT Temp Maint 00	09/05/2006	08/30/2007		7.50	Initial Appointment
University Centers	Rachel Longest	BW PT Temp Maint 00	09/05/2006	08/30/2007		8.00	Initial Appointment
WKU Foundation	Christina Bratcher	BW PT Clerical 00	07/31/2006			10.00	Initial Appointment
Women's Basketball	Stacey Adkisson	Coord, Basketball Operations	07/10/2006			23,748.00	Initial Appointment
Women's Basketball	Nikki McCray	Assistant Coach	08/18/2006			55,008.00	Initial Appointment
Women's Soccer	Leisha Alcia	Assistant Coach	07/24/2006			21,504.00	Initial Appointment
Women's Softball	Kristine Himes	Assistant Coach	08/24/2006			28,176.00	Initial Appointment
Women's Volleyball	Stephanie Singleton	BW PT Tech 00	07/10/2006			6.70	Initial Appointment
Allied Health - Dental Hygiene	Tammi Farrell	SM Temp Clerical 00	08/07/2006	08/06/2007		24,864.00	Rehire
Alumni Relations	Josh Hawkins	Assistant Director	08/10/2006			37,116.00	Rehire
Athletic Media Relations	Alan George	BW PT Temp Maint 00	08/28/2006	05/31/2007		10.00	Rehire
Athletic Trainer	Ginger South	BW PT Temp Tech 00	08/01/2006	05/31/2007		9.88	Rehire
Athletic Trainer	William Steakley	BW PT Temp Tech 00	08/01/2006	05/31/2007		9.88	Rehire
Biology	Sharon Windham	Office Assistant	07/10/2006			21,792.00	Rehire
Dean College of Education	Antony Norman	Associate Dean	01/02/2007			100,080.00	Rehire
Event Planning	Cynthia Kimbler	BW PT Clerical 00	08/01/2006			12.00	Rehire
Extended Campus-Owensboro	Neil Bradley	Coord, Student Services	08/21/2006			36,000.00	Rehire
Extended Learning & Outreach (DELO)	Elizabeth Main	MN Temp PNF 00	07/03/2006	06/30/2007		35,016.00	Rehire
Forensics - POD	Bonny McDonald	BW PT Temp Tech 00	08/01/2006	06/29/2007		13.65	Rehire
Geography & Geology	Ruth Cornelius	BW PT Clerical 00	08/28/2006	08/28/2007		9.00	Rehire



**PERSONNEL CHANGES – STAFF**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Housing & Residence Life	Crystal Hardeman	Residence Hall Director	08/21/2006	06/30/2007		20,760.00	Rehire
Housing & Residence Life	Peggy Haas	Coordinator, HRL	07/01/2006	06/30/2007		30,660.00	Rehire
Housing & Residence Life	Anthony Simms	Residence Hall Director	08/08/2006			20,004.00	Rehire
Housing & Residence Life	Michael Timmer	Asst Residence Hall Director	08/16/2006			13,320.00	Rehire
Library Technical Services	Brent Fisk	MP PT PNF	05/22/2006	12/15/2006		12,831.00	Rehire
Men's Basketball	Christina Harmon	Office Associate	07/06/2006			25,008.00	Rehire
Men's Football	Norm Johnson	BW PT Maint 00 (Other)	07/17/2006			5.15	Rehire
Ogden College of Science & Engr	Patricia Reynolds	Office Associate	08/21/2006			23,496.00	Rehire
Student Financial Assistance	Emily Dillard	Financial Aid Assistant	07/05/2006			22,800.00	Rehire
University Centers	Natalie Croney	BW PT Temp Maint 00	08/28/2006	08/21/2007		9.00	Rehire
University Centers	William Elliott	BW PT Maint 00	08/23/2006	08/16/2007		7.00	Rehire
WATERS Lab	Kristy Mayes	Office Associate	09/18/2006			21,000.00	Rehire
Career Services Center	Carol White	MP PT Temp PNF	09/01/2006	05/31/2007	56,064.00	28,032.00	Rehire of Retiree
Counseling & Testing Center	Sharon Ercey	BW PT Tech 00	08/02/2006		43,656.00	30.00	Rehire of Retiree
Community College	John Wassom	MP PT PNF	08/01/2006	06/30/2007		25,000.00	Secondary Appointment
Academic Advising and Retention Ctr	Jessica Staten	Office Assistant	09/01/2006		9.00	21,000.00	Status Change
Agricultural Exposition Center	James Hester	Interim Director	09/15/2006	06/30/2007	8.00	35,004.00	Status Change
Correspondence Studies Office	Juliana Martins	BW PT Temp Clerical 00	08/23/2006	08/22/2007	24,000.00	13.00	Status Change
Event Planning	Austin Taylor	BW Temp Tech 00	07/10/2006	06/30/2007	7.91	12.30	Status Change
Men's Football	Michael Chism	Assistant Coach	07/10/2006		22.58	27,000.00	Status Change
Men's Football	Stuart Holt	Assistant Coach	07/10/2006		17.56	23,700.00	Status Change
Men's Football	Joshua Meyer	BW PT Tech 00	07/10/2006		14.21	18.40	Status Change
Men's Golf	Brian Tirpak	Head Athletic Coach	07/03/2006		13,728.00	15,336.00	Status Change
Parking & Traffic Improvements	Jason Givens	FT Temp Tech	07/02/2006	01/01/2007	15.00	29,250.00	Status Change
Parking & Traffic Improvements	Perry Watkins	Shuttle Bus Operator	08/15/2006		9.50	10.15	Status Change
Student Technology	Cody Turner	Information Tech Consultant	07/03/2006		10.00	36,000.00	Status Change
WKU Foundation	Susan Ingram	Accounts Associate	08/01/2006		12.30	24,984.00	Status Change
Astrophysics & Space Sciences - POD	William Mattingly	BW PT Tech 00	07/03/2006	05/15/2007		11.00	Reappointment
Astrophysics & Space Sciences - POD	Richard Walters	BW PT Temp Tech 00	08/07/2006	11/15/2006		7.00	Reappointment
Communication Disorders	Edward Sweeney	MP PT PNF	07/01/2006	06/30/2007	14,727.00	15,316.00	Reappointment
Correspondence Studies Office	Juliana Martins	SM Temp Clerical 00	8/14/2006	08/22/2006		24,000.00	Reappointment
Dean College of Education	Usmaan Shakil	MN Temp PNF	07/01/2006	06/30/2007	30,000.00	30,900.00	Reappointment
Distance Learning	Leyla Zhuhadar	BW PT Temp Tech 00	09/01/2006	12/31/2006		20.00	Reappointment
Farm	Andy Pike	FT Temp Tech	08/01/2006	07/31/2007		27,504.00	Reappointment
Gordon Ford College of Business	John Wassom	MP PT PNF	07/01/2006	06/30/2007		15,000.00	Reappointment

**PERSONNEL CHANGES – STAFF**  
(continued)

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Help Desk	Nathan Plemons	BW PT Tech	07/01/2006	12/31/2006		14.00	Reappointment
Help Desk	Casey Scruggs	BW PT Tech	07/01/2006	12/31/2006		13.50	Reappointment
Institutional Research	J. J. Sloan	MP PT PNF	07/01/2006	06/30/2007		31,380.00	Reappointment
Public Health	Lori Maddern	FT Temp Clerical	09/01/2006	06/30/2007		25,008.00	Reappointment
Athletic Facilities	Jeffrey Lloyd	BW PT Maint 00 (Other)	08/07/2006			7.50	Transfer
Building Services	James Pruett	Building Services Attendant	09/18/2006			7.50	Transfer
Equal Opportunity/504/ADA Comp	Kenyetta Martin	Program Coordinator	10/09/2006		28,116.00	27,564.00	Transfer
Facilities Management	Faron McKinney	Team Leader, Bldg Services	07/01/2006		14.59	14.36	Transfer
Gordon Ford College of Business	Bethany Smith	Academic Advisor	10/25/2006		31,680.00	27,900.00	Transfer
Men's Football	Julie Fryia	BW PT Clerical 00	08/14/2006			13.40	Transfer
Planning, Design & Construction	Ashkea Herron	Office Assistant	08/29/2006		22,440.00	25,344.00	Transfer
Plant Operations	Christopher Richardson	Energy Management Technician	07/24/2006			15.76	Transfer
Building Services	Bonnie Deitz	Team Leader, Bldg Services	06/26/2006		7.50	9.00	Promotion
Campus Services	Glen Bolling	Sr Groundskeeper	07/31/2006		9.08	10.90	Promotion
Campus Services	Milton Montgomery	Sr Groundskeeper	07/31/2006		8.38	10.54	Promotion
Development	Theresa Clark	Research Asst, Development	08/21/2006		26,280.00	28,944.00	Promotion
Development	Amanda Lich	Collegiate Dir, Development	08/10/2006		37,116.00	45,000.00	Promotion
Extended Learning & Outreach (DELO)	Mary Cole	Business Manager	08/21/2006		44,832.00	50,004.00	Promotion
Gordon Ford College of Business	Gladys Pat Jordan	Coord, Student Services	09/11/2006		32,208.00	39,660.00	Promotion
Gordon Ford College of Business	Paula Newby	MBA Admissions Dir/Advisor	10/01/2006		37,776.00	41,376.00	Promotion
Housing & Residence Life	Adrien DeLoach	Coordinator, HRL	08/07/2006		27,636.00	28,836.00	Promotion
Housing & Residence Life	Shawnboda Johnson	Residence Hall Director	08/07/2006		13,488.00	20,004.00	Promotion
Housing & Residence Life	Brian Powell	Coordinator, HRL	08/21/2006		20,580.00	28,008.00	Promotion
Housing & Residence Life	Tara Redmon	Residence Hall Director	08/21/2006	08/20/2007	19,176.00	27,636.00	Promotion
Housing & Residence Life	Elizabeth Silliman	Residence Hall Director	08/07/2006		13,344.00	20,004.00	Promotion
Institutional Advancement	Julie Childress	Dir/Collegiate Development	08/21/2006		28,944.00	45,000.00	Promotion
Office of Internationalization	Reed Vesey	Director, Study Abroad/Global Ln	07/05/2006		37,512.00	40,008.00	Promotion
Plant Operations	Mending Travillian	Sr Boiler Operator	09/05/2006		13.39	16.48	Promotion
Police	Rafael Casas	Crime Prevention Training Sgt.	10/02/2006		35,688.00	37,320.00	Promotion
Police	Joe Harbaugh	Investigations Commander (Cpt)	08/14/2006		41,616.00	45,480.00	Promotion
Potter College of Arts & Letters	Donna Haswell	Office Coordinator	07/24/2006		24,216.00	28,320.00	Promotion
Bookstore	Floyd Jose Anders	Bookstore Buyer	07/01/2006		24,160.50	26,500.50	Reclassification
Bookstore	John David Carner	Bookstore Buyer	07/01/2006		20,007.00	22,015.00	Reclassification
Bookstore	Ivan Gibson	Bookstore Buyer	07/01/2006		20,007.00	22,015.50	Reclassification
Controller	Linda Smith	Office Associate	07/01/2006		18,744.00	24,000.00	Reclassification
Housing & Residence Life	Amelia Jones	Office Coordinator	07/01/2006		29,988.00	32,016.00	Reclassification
Parking & Transportation Services	David Roach	Sr Parking Enforcement Officer	07/01/2006		23,496.00	26,496.00	Reclassification
Planning, Design & Construction	Emily Hock	Project Manager-Renovation	07/01/2006		34,284.00	43,728.00	Reclassification
University Relations	Eric Thomas Newton	Assist. Director, Media Relations	07/01/2006		34,512.00	35,544.00	Reclassification

**PERSONNEL CHANGES – STAFF**  
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Development	Gina Brown	Director, Development Athletics	07/01/2006		40,008.00	46,008.00	Salary Increase
Institute for Rural Health	Kent Koostra	BW PT Maint	08/01/2006		11.44	11.78	Salary Increase
Institute for Rural Health	Crystal Rowland	Office Associate	07/01/2006	08/15/2006	22,008.00	22,680.00	Salary Increase
Institute for Rural Health	Bessie Whitfield	Coordinator III	07/01/2006		49,608.00	51,096.00	Salary Increase
Agriculture	Joseph Reynolds	Agriculture Technician	07/01/2006		31,008.00	32,496.00	FY Salary Increase
Applied Research & Technology	Dong Li	Laboratory Manager	07/01/2006	06/30/2007	41,004.00	42,240.00	FY Salary Increase
Athletic Training	Micheal Gaddie	Assistant Athletic Trainer	07/01/2006		39,516.00	42,096.00	FY Salary Increase/Degree
Facilities Management	Cynthia Bennett	Building Services Attendant	07/01/2006		7.50	7.73	FY Salary Increase
Facilities Management	Kathy Day	Supervisor, Building Services	07/01/2006		14.03	14.91	FY Salary Increase
Facilities Management	Bonnie Deitz	Team Leader, Building Services	07/01/2006		9.00	9.27	FY Salary Increase
Facilities Management	Jack Garmon	Building Services Attendant	07/01/2006		7.72	8.00	FY Salary Increase
Football	Kevin Dawson	Coordinator, Football Operations	07/01/2006		25,500.00	35,004.00	FY Salary Increase
Geography & Geology – Cave & Karst	Leigh Ann Croft	Assistant Director	07/01/2006	06/30/2007	36,768.00	37,872.00	FY Salary Increase
Parking & Transportation	Dianne Meffert	Accounts Specialist	07/01/2006		28,404.00	28,536.00	FY Salary Increase
University Bookstore	Teresa Anthony	Supervisor, Bookstore Associates	07/01/2006		27,384.00	29,484.00	FY Salary Increase
University Bookstore	Laura Miller	Bookstore Associate	07/01/2006		21,001.50	23,517.00	FY Salary Increase
University Bookstore	Donnie Raines	Supervisor-Shipping & Rec.	07/01/2006		26,890.50	28,996.50	FY Salary Increase
University Bookstore	Heather Tyree	Accounting Associate	07/01/2006		23,403.00	26,013.00	FY Salary Increase
Architect. & Manufacturing Sciences	Lucy Howard	Office Associate	08/01/2006			\$300.00/Lump Sum	Degree/Certification Sal Inc.
CHHS Dean's Office	Lynn Hazlett-Sherry	Office Associate	07/01/2006		22,872.00	23,376.00	Degree/Certification Sal Inc.
College of Ed & Behavioral Sciences	Anthony Kirchner	Manager, Educational Tech Ctr	09/01/2006		62,196.00	62,904.00	Degree/Certification Sal Inc.
Facilities Management	Michael Johnson	Building Services Attendant	08/01/2006			\$500.00/Lump Sum	Degree/Certification Sal Inc.
Facilities Management	Samira Muratovic	Building Services Attendant	08/01/2006			\$200.00/Lump Sum	Degree/Certification Sal Inc.
Strength & Conditioning	Duane Hall	Assistant Coach	09/01/2006		33,060.00	33,756.00	Degree/Certification Sal Inc.
Student Activity, Org & Leadership	Amanda Phillips	Leadership&Volunteerism Coord	09/01/2006		33,420.00	34,116.00	Degree/Certification Sal Inc.
Student Technology	Justin Rexing	Information Tech Consultant	07/01/2006			\$300.00/Lump Sum	Degree/Certification Sal Inc.
University Relations	Rebecca DeSensi	Coordinator, Broadcast Services	07/01/2006			\$700.00/Lump Sum	Degree/Certification Sal Inc.
Health Services	Virginia French	BW PT Tech 00	07/01/2006		15.00	16.00	Fiscal Yr. Hrly. Rate Increase
Health Services	Jennifer Lawrence	BW PT Tech 00	07/01/2006		15.50	17.00	Fiscal Yr. Hrly. Rate Increase
Men's Basketball	Christopher Berry	BW PT Maint 00 (Other)	07/01/2006	06/30/2007	7.00	8.50	Fiscal Yr. Hrly. Rate Increase
Men's Basketball	Bryan O'Neill	BW PT Maint 00 (Other)	07/01/2006	06/30/2007	9.00	10.00	Fiscal Yr. Hrly. Rate Increase
Athletics/HAF	Wood Selig	Stipend	07/01/2006	06/30/2007		7,500.00	Stipend
Counseling & Testing Center	Karl Laves	Stipend	10/01/2006	06/30/2007		14,400.00	Stipend
Counseling & Testing Center	Elizabeth Mohon	Stipend	09/01/2006	06/30/2007		3,600.00	Stipend
Counseling & Testing Center	Doris Pierce	Stipend	09/01/2006	06/30/2007		2,400.00	Stipend
Extended Learning & Outreach (DELO)	Elizabeth Laves	Stipend	10/01/2006	06/30/2007		3,000.00	Stipend

**PERSONNEL CHANGES – STAFF  
(continued)**

<b>Organization</b>	<b>Employee</b>	<b>Title</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Salary</b>	<b>Proposed Salary</b>	<b>Type Action</b>
Football	Michael Dietzel	Stipend	07/01/2006	06/30/2007		3,300.00	Stipend
Football	Cary Marquell	Stipend	07/01/2006	06/30/2007		3,300.00	Stipend
Football	Eric Mathies	Stipend	07/01/2006	06/30/2007		3,300.00	Stipend
Football	Willie Taggart	Stipend	07/01/2006	06/30/2007		3,300.00	Stipend
Football	Terry Weist	Stipend	07/01/2006	06/30/2007		3,300.00	Stipend
Football	Walter Wells	Stipend	07/01/2006	06/30/2007		3,300.00	Stipend
Housing & Residence Life/Diversity	Benjamin Ellis	Stipend	09/11/2006	12/31/2006		2,400.00	Stipend
Housing & Residence Life/Diversity	Nicholas Wiard	Stipend	09/11/2006	12/31/2006		2,400.00	Stipend
Institutional Advancement	Thomas Hiles	Stipend	07/01/2006	06/30/2007		50,000.00	Stipend
Office of Diversity Programs	Monica Burke	Stipend	09/11/2006	06/30/2007		10,800.00	Stipend
Planning, Design & Construction	Annette Angueira	Stipend	07/01/2006	06/30/2007		7,277.76	Stipend
Planning, Design & Construction	Harvard Johnson	Stipend	07/01/2006	06/30/2007		8,036.64	Stipend
Planning, Design & Construction	Deborah Pace	Stipend	07/01/2006	06/30/2007		4,389.12	Stipend
Women's Basketball	Jamie Britt	Stipend	07/01/2006	06/30/2007		4,200.00	Stipend
Academic Affairs & Provost's Office	Lou White	Office Associate	07/01/2006	06/30/2007	29,520.00	30,888.00	Temporary Rate Increase
Bursar	Deirdre Lawless	Receivables Specialist	07/16/2006	08/31/2006	26,184.00	32,184.00	Temporary Rate Increase
Bursar	Deirdre Lawless	Receivables Specialist	10/01/2006	11/15/2006	26,184.00	32,184.00	Temporary Rate Increase
Chief Financial Officer	Carolyn Green	Administrative Assistant	07/01/2006	09/30/2006	36,588.00	40,200.00	Temporary Rate Increase
Counseling & Testing Center	Deborah Bean	Office Associate	09/01/2006	06/30/2007	30,312.00	33,912.00	Temporary Rate Increase
Police	Brenda Carver	Communications Officer	08/07/2006	06/30/2007	30,888.00	32,424.00	Temporary Rate Increase
Interactive Video Services	John Coe	IVS Technician	07/01/2006		44,160.00	41,664.00	Temporary Rate End
Facilities Management	Larry Kinser	Stockroom Clerk	08/07/2006				Title Change
Facilities Management	Melinda Peay	Supervisor, Stockroom	08/07/2006				Title Change
Building Services	Rosie Driver	Building Services Attendant	07/31/2006				Retirement
Building Services	Rebecca Owens	Building Services Attendant	08/31/2006				Retirement
Career Services Center	Carol White	Associate Director	08/31/2006				Retirement
College Heights Foundation	Carol Barksdale	Office Associate	07/31/2006				Retirement
Counseling & Testing Center	Sharon Ercey	Coordinator, Testing	07/31/2006				Retirement
Counseling & Testing Center	Richard Greer	Director	09/30/2006				Retirement

Recommended personnel recommendations were presented and moved for approval by Chairman Fischer. Motion was seconded by Mr. Meyer and carried unanimously.

**AGENDA ITEM 8 - Approval of a quarterly meeting schedule for 2007 and a 2007 schedule for Board committee meetings**

**RECOMMENDATION:**

President Gary A. Ransdell recommends consideration of the following:

- 1) adoption of the quarterly meeting schedule for 2007:
  - *First Quarterly Meeting*                      *January 26, 2007*
  - *Second Quarterly Meeting*                      *April 27, 2007*
  - *Third Quarterly Meeting*                      *July 12-13, 2007*
  - *Fourth Quarterly Meeting*                      *November 2, 2007*
- 2) adoption of the Board Committee meeting schedule for 2007:
  - *March 30, 2007*
  - *June 22, 2007*
  - *October 5, 2007*

Motion to approve the 2007 meeting schedule as recommended was made by Mr. Fischer, seconded by Ms. Gray and carried.

*Chairman Fischer appointed a committee consisting of himself as Chair, Lois Gray, Jim Meyer, LaDonna Rogers, and Larry Zielke to review and recommend an amended contract for President Ransdell whose current contract expires in January of 2007.*

**AGENDA ITEM 9 - President's Report**

- **Health Insurance Followup** - The 2007 Benefits Manual was provided to the Board. President Ransdell commented on the stability of the Health Insurance Program with a reserve of some \$5 million. No premium increase is recommended for employees in the 2007 year.
- **Final Enrollment Numbers** - Dr. Luther Hughes provided the Board with the final enrollment number of 18,664 for the fall of 2006, which reflects an official increase for the ninth consecutive year. This is an increase from 14,543 in the fall of 1997.
- **Graduation Rates** - Dr. Hughes called attention to the improvement in the six-year graduation rate of 3.6 percent increase over the previous year. This is continuing to spiral upward.
- **Construction Projects Update** - A quarterly construction projects update was provided by John Osborne, Associate Vice President for Campus Services. A copy of this illustrated document is filed in the Board's official files. Current projects include:
  - Ogden College of Engineering and Science; Phase 2 - Snell Hall
  - Kentucky Academy of Math and Science; FSH Renovation & Expansion
  - Van Meter Overlook/Guthrie Gardens
  - Centennial Mall – all Phases

- Herald/Talisman Student Publications Bldg.
- North Campus: Street & Parking Improvements
- Smith Stadium Renovation & Construction
- Health Services Center
- Parking & Transportation Center
- South Campus Renovation
- Faculty House

**AGENDA ITEM 10 - Adjournment**


With no further business on the agenda, motion to adjourn was made by Ms. Gray, seconded by Ms. Haskins and carried. Meeting adjourned at 4:30 p.m.

**CERTIFICATION OF SECRETARY**

I hereby certify that the minutes herein above set forth an accurate record of votes and actions taken by the Board of Regents of Western Kentucky University in the fourth quarterly meeting held November 2, 2006, in Blandford Auditorium on the Owensboro Technical and Community College Campus, 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).

  
 Robert Earl Fischer, Chair  
 April 27, 2007

  
 Elizabeth W. Esters  
 Secretary

  
 Elizabeth W. Esters, Secretary  
 April 27, 2007

COPY SHOWING NEW / REVISED PROVISIONS IN UNDERLINED ITALICSWESTERN KENTUCKY UNIVERSITY  
SECOND AMENDED ATHLETIC EMPLOYMENT CONTRACT

This Employment Contract is made this the 1<sup>st</sup> day of July, 2006, between WESTERN KENTUCKY UNIVERSITY (the "University") and MARY TAYLOR COWLES ("Coach").

ARTICLE I  
PURPOSE

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

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

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

ARTICLE II  
POSITION2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIESA. RECOGNITION OF DUTIES

Coach agrees to be a loyal coach of the University. Coach agrees to devote her best efforts full time to the performance of her duties for the University, to give proper time and attention to furthering her responsibilities to the University, and to comply with and publicly support all rules, regulations, policies, and decisions established or issued by the University.

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

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

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

**B. GENERAL DUTIES AND RESPONSIBILITIES**

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

**C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH**

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

1. Provide the University with her most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Athletic Director and perform her duties and responsibilities in a manner consistent with state and University rules, regulations, and policies.
2. Be primarily responsible for all aspects of the women's basketball program including the budget, scheduling, the recruiting, training, supervision, evaluation, and performance of student athletes, coaching staff, and women's basketball office clerical staff, subject to the approval of the Athletics Director.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference, or any other women's basketball conference the University may choose to enter, as well as all University rules and regulations relating to the conduct and administration of the women's basketball program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, she shall report the same promptly to the Athletic Director of the University.
4. Use her best efforts to ensure that all academic standards, requirements, and policies of the University are observed by her and by members of her coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current



student athletes for the women's basketball program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.

5. Use her best efforts, in conjunction with the **University**, to ensure that all student athletes recruited for her women's basketball program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the **University**.
6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality women's basketball program.
7. Use her best efforts to ensure that her student athletes conduct themselves in a manner that will reflect a positive image for the **University** both on and off the women's basketball court.
8. Use her best efforts to preserve the **University's** reputation and dignity and shall keep her public and private statements and written communications complementary to the athletics program and to the **University** and its administration. **Coach** agrees that as a recognized and notable spokesperson about intercollegiate athletics and education, she shall support the **University** administration mission, policies, and decisions in all her dealings and activities with the public.
9. Use her best efforts to establish and maintain frequent, systematic, and personal communication concerning the **University's** academic mission and the Athletics Department mission to the **University's** student body, faculty, and staff.

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

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

2.03 **REPORTING RELATIONSHIPS**

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

- A. **Coach's** immediate supervisor for purposes of implementing the Contract shall be the Athletic Director of the **University**; all matters pertaining to the operation of the **University's** women's basketball program shall be subject to the direction and control of the Athletic Director. The Athletic Director shall support **Coach** in the performance of her duties as set out in this Contract.
- B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the **University**. **Coach** shall administer the daily routine and organization of the program as she

deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletic Director.

- C. **Coach** shall have primary responsibility for decisions relating to choice and scheduling of basketball opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the basketball program, but final decisions in such matters shall be with the Athletic Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.
- D. **Coach** shall have the right to release, hire, and retain assistant women's basketball coaches subject to the University's employment policies and procedures and subject to the approval of the Athletic Director, the President of the University, and the University's Board of Regents.
- E. Subject to the approval of the Athletic Director, **Coach** shall have primary responsibility for developing the budget annually for the women's basketball program and, upon her request, will be assisted by the Athletic Business Manager.
- F. Further, if the University at any time decides to change its competitive status under the NCAA rules, regulations, and/or constitution regarding competition, (e.g., the University's women's basketball program becomes Division II basketball) to any status lower than Division I, or if the entire Athletics Program of the University is placed on probation by the NCAA due wholly to reasons unrelated to the women's basketball program, **Coach** shall have the right to terminate this agreement immediately and all payment provisions or obligations of either party herein shall be null and void.

### ARTICLE III TERM OF EMPLOYMENT

*The initial term of this Employment Contract shall be for a period beginning on the day this document is fully executed by all parties and expiring on the 30th day of June 2010, as follows. If circumstances do not exist that would justify dismissal for cause under paragraph 5.01 during of this Contract, the University shall extend this Contract by one additional year in FY 2007-2008, 2008-2009, 2009-2010, and 2010-2011, with the result, if awarded, being an extension of the contract through 2014.*

### ARTICLE IV COMPENSATION / BENEFITS

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

#### 4.01 **SALARY AND BENEFITS**

- A. Effective July 1, 2006, an upon execution of this Contract, the base salary paid by the University to **Coach** for services and satisfactory performance of the terms and conditions of this Employment Contract shall be \$125,004.00, and shall be payable in equal monthly

installments during the period of this Contract and paid in conformity with the payroll procedure of the University.

- B. Coach will be reviewed for her performance on an annual basis and, assuming satisfactory performance and that funds are available, she will be given an annual salary increase of her base salary as provided in paragraph 4.01(A) deemed appropriate by the Athletic Director, and in accordance with the University performance evaluation and compensation policies.
- C. Coach shall be eligible to participate in a group insurance, retirement, and voluntary payroll deduction program on the same basis and with the same University contributions that apply to the University's non-academic administrative staff.
- D. The University shall furnish to Coach, for her use on a loan basis during the term of her Employment Agreement, one (1) automobile and shall pay for automobile liability and comprehensive insurance and taxes, if applicable, upon said vehicle. Coach shall be solely responsible for all upkeep, maintenance, and / or repair of vehicle.
- E. The University will provide Coach, upon request and without charge, eight (8) Red Towel / VIP women's basketball tickets, thirty (30) reserved seat women's basketball tickets, eight (8) chair seat football tickets, and four (4) reserved seat men's basketball seats. Such tickets may not be resold by Coach. Coach shall have the option to buy twelve (12) additional women's basketball tickets if available and shall be provided four (4) women's basketball tickets for playoff games. It is agreed and understood that all tickets are provided to aid Coach in the performance of her job (recruiting, etc.).

4.02 **COACH'S BONUS**

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

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

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

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

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

- |                                  |                    |
|----------------------------------|--------------------|
| 1. NCAA Tournament Bid:          | One month's salary |
| 2. Advance to Round of 16:       | One month's salary |
| 3. Advance to Round of 8         | One month's salary |
| 4. Advance to Final Four:        | One month's salary |
| 5. Win National Championship:    | One month's salary |
| 6. NCAA Coach of the Year:       | One month's salary |
| 7. Conference Coach of the Year: | \$2,500.00         |
| 8. <u>League Championship*</u>   | <u>\$4,000.00</u>  |

*\*Defined as "the best overall regular season record in the conference of all league participants." The parties also agree that this bonus shall only be effective if the women's basketball team does not participate in the NCAA post-season tournament.*

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

#### 4.03 OPPORTUNITIES TO EARN OUTSIDE INCOME

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

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

- A. University obligations are primary. Such outside activities shall not interfere with the full and complete performance by Coach of her duties and obligations as a University coach, recognizing always that Coach's primary obligations lie with the University and its students;
- B. NCAA rules control. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, group, corporation,

Hilltopper Athletic Foundation, or Alumni Association if such action would violate NCAA legislation. The constitution, bylaws, rules, and regulations or interpretations thereof shall automatically apply to the agreement;

- C. University approval is required. Coach shall obtain the advance written approval from the President and Athletic Director of the University before entering into such agreements. Approval shall not be unreasonably withheld;
- D. University is not liable. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom;
- E. Revenues. Except for the limitations on such outside compensation as established by or set forth in this agreement and in the constitution, bylaws, rules and regulations, and interpretations thereof of the University; the Sun Belt Conference, or any other conference the University may choose to enter; and the NCAA, Coach shall be entitled to retain all revenues generated by such outside activities (i.e., shoe contracts, speaking engagements, outside camps, etc.), subject to the provisions of paragraph 4.04(G)(1). Coach shall have the sole right to determine the brand of shoe wear, uniforms, and athletic equipment to be used by the University women's basketball team.
- F. Summer Camps. Beginning with the 2006-2007 camp season, Coach shall be entitled to at least three (3) weeks of basketball camps using Western Kentucky University's athletic facilities and equipment. Coach shall have the opportunity to conduct at least two weeks of camp (i.e., fourteen days) in the month of June after the regular term of public school in Kentucky has concluded. The University shall notify Coach no later than December 1 of dates in the year preceding the year which athletic facilities and equipment will be made available for the camps. The operation of camp(s) will be conducted under the auspices of Western Kentucky University Athletics Department and shall be conducted in accordance with general policies of the University. Coach will be obligated to pay the University five dollars (\$5.00) per person enrolled in the camps for the use of its athletic facilities and equipment for each of the basketball camps, and said equipment and facilities shall be available for use for a minimum of three (3) weeks per year.

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

Should there be a conflict between Western Kentucky University's women's basketball program and any other University athletic team or University sponsored or affiliated program or

organization concerning the use of the above facilities and equipment, this conflict shall be resolved by and in the sole discretion of the Athletic Director, who shall have the final determination on all matters. In making such determination, the **University** agrees that the Athletic Director shall take into consideration the women's basketball program as a priority team program.

**G. OTHER INCOME**

1. **Commercial, Apparel, and Equipment Endorsements** - **Coach** may undertake commercial endorsements of products and services in which she identifies herself as Coach of the **University's** intercollegiate basketball team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Agreement, would be coterminous with **Coach's** termination of employment as Head Women's Basketball Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Athletic Director. Also, **Coach** may retain any monies offered by apparel or equipment manufacturers or sellers (other than shoes) in exchange for her endorsement of the apparel or equipment or her agreement to consult with the manufacturer or seller concerning the design and/or marketing of such apparel or equipment provided that such agreements are in writing, do not conflict with existing **University** contracts, do not extend beyond the term of the Employment Agreement, would be coterminous with **Coach's** termination of employment as Head Women's Basketball Coach at the **University**, and are subject to the **University's** trademark licensing program and the approval of the **University's** Athletic Director.
2. **Shoe Contracts** - **Coach** may retain any monies up to nine thousand, nine hundred and ninety-nine dollars (\$9,999.00) offered by shoe manufacturers or sellers in exchange for her endorsement of the shoes or her agreement to consult with the manufacturer or seller concerning the design and/or marketing of such shoes provided that such agreements are in writing, do not conflict with existing **University** contracts, do not extend beyond the term of the Employment Agreement, would be coterminous with **Coach's** termination of employment as Head Women's Basketball Coach at the **University**, and are subject to the **University's** trademark licensing program and the approval of the **University's** Athletic Director. Any monies or revenues paid over this amount shall be paid to and be the sole property of the University. The University agrees that such monies shall be designated to the support of the women's basketball program, to be allocated / budgeted in consultation with **Coach** and in the Athletic Director's discretion.

3. Other Products: Products obtained in trade or other negotiations by **Coach** on behalf of the **University** will not require compensation by the University to Coach and shall remain the property of the University.
4. Income from Speeches, Appearances, and Written Materials - Any income derived by **Coach** from speeches, appearances, and /or written materials shall be her separate income. Any speech given pursuant to this paragraph must be given by **Coach** in her individual capacity, not her official capacity as a **University Coach**.

H. **DEFERRED INCENTIVE PAYMENT PLAN / 457(f) PLAN.**

*A Deferred Payment / 457(f) Plan shall be created and structured as an incentive for **COACH** to remain with the University for the terms of the Agreement and thereby provide stability to the University's intercollegiate women's basketball program and allow the full dedication of **COACH'S** resources to address and implement the goals and visions of the University. Therefore, in addition to the **COACH'S** base salary, effective July 1, 2006, the sum of \$10,000 shall be placed annually into a 457(f) compensation plan account. If the **COACH** remains employed as provided in this Agreement as of the dates indicated below, the **COACH** shall be entitled to the following percentage amounts, less appropriate state, local, and federal withholdings on any deposits or earnings accrued as follows:*

<i>July 1, 2007</i>	<i>Twenty percent (20%) of the fund</i>
<i>July 1, 2008</i>	<i>Forty percent (40%) of the fund</i>
<i>July 1, 2009</i>	<i>Sixty percent (60%) of the fund</i>
<i>July 1, 2010</i>	<i>Eighty percent (80%) of the fund</i>
<i>July 1, 2011</i>	<i>One hundred percent (100%) of the fund</i>

*All payments shall be made to the **COACH** in the form of additional compensation. If the **COACH'S** employment relationship with the University ends for any reason prior to July 1 of the years indicated above, the **COACH** will be entitled only to the amount of funds indicated above for actual completed years of service, any further obligations of the University as herein stated are null and void, and all remaining funds accrued hereunder shall revert to the University.*

**ARTICLE V  
TERMINATION**

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

5.01 **TERMINATION BY UNIVERSITY FOR JUST CAUSE**

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

- A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude.

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

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

Should the University determine that Coach has violated the provisions of Section 5.01, herein, notice of same and notice of the termination for cause shall be delivered to Coach by the Athletic Director, in writing, to



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

#### 5.03 TERMINATION WITHOUT CAUSE

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

#### 5.04 LIQUIDATED DAMAGES UPON TERMINATION WITHOUT CAUSE

If the *either party* terminates this Contract without cause prior to its expiration date in accordance with the provisions of Section 5.03 hereof, the *terminating party* shall pay the other party, as liquidated damages, a sum equal to \$200,000.00, payable in monthly installments over the remaining term of the contract. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

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

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

#### 5.05 LIQUIDATED DAMAGES UPON TERMINATION BY COACH 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 her termination accepts employment as Head Coach of the women's basketball program with any other college/university, COACH agrees to use her best efforts to schedule a (4) four-year home / home game series (i.e., two games to take place at Western Kentucky University, and two games to occur at hiring college/university) between the women's basketball team of the college/university which employs her and the UNIVERSITY'S women's basketball team, with no requirement for financial remuneration*

*on the part of that college/university or the UNIVERSITY. Said series shall commence in the first year of COACH'S employment with the hiring University, which shall host the first game of the series, and alternating thereafter for four consecutive years.*

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

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

5.07 **ARBITRATION**

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

5.08 **TERMINATION BY DISABILITY OR DEATH**

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

**ARTICLE VI**

**MISCELLANEOUS**

6.01 **AMENDMENTS TO AGREEMENT**

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

6.02 **UNIVERSITY RETAINS ALL MATERIALS AND RECORDS**

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, office equipment, inventory, office or departmental decorations or furnishings, or any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or otherwise in connection with Coach's employment, if said items were purchased with state, University, donor, or private University enhancement funds, are and shall

remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such materials in her possession or control to be delivered to the University.

6.03 **TAX LIABILITIES**

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

6.04 **LAWS OF THE COMMONWEALTH OF KENTUCKY**

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

6.05 **ACKNOWLEDGMENT/ NO PRESUMPTIONS**

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

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

6.06 **TIME IS OF THE ESSENCE**

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

6.07 **NOTICES**

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

If to University:

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

With a copy to:

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

If to Coach:

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

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

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

the date set forth below.

**WESTERN KENTUCKY UNIVERSITY**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Gary A. Ransdell, President

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
C. Wood Selig, Director of Athletics

**COACH**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mary Taylor Cowles  
Head Women's Basketball Coach

**WESTERN KENTUCKY UNIVERSITY  
ATHLETIC EMPLOYMENT CONTRACT**

This Employment Contract is made this \_\_\_\_\_ day of August, between **WESTERN KENTUCKY UNIVERSITY** (the "University") and **NIKKI MCCRAY** ("McCray").

**ARTICLE I  
PURPOSE**

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

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

**ARTICLE II  
POSITION**

2.01 **DESCRIPTION OF DUTIES AND RESPONSIBILITIES**

A. **RECOGNITION OF DUTIES**

**McCray** agrees to be a loyal employee of the **University**. **McCray** agrees to devote her best efforts full time to the performance of her duties for the **University**, to give proper time and attention to furthering her responsibilities to the **University**, and to comply with and publicly support all rules, regulations, policies, and decisions established or issued by the **University**, except in the event of litigation between the parties regarding the same.

**McCray** also agrees that, notwithstanding any other provisions of this Employment Contract, that during the term of this Employment Contract, she will not

engage, directly or indirectly, in any business which would unreasonably detract from her ability to apply her best efforts to the performance of her duties hereunder.

McCray agrees that she will use her best efforts to ensure that her public comments, actions and conduct will at all times reflect positively upon the University, the University's athletic programs, and the University's administration.

**B. GENERAL DUTIES AND RESPONSIBILITIES**

During the period in which the University employs McCray as an assistant coach, McCray agrees to undertake and perform all reasonable duties and responsibilities attendant to the position of an assistant coach of women's basketball as set forth herein.

**C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED**

As of the beginning of her Employment Contract, the duties and responsibilities assigned to McCray in connection with the position as an assistant coach are as set forth below.

The list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the University with her most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Head Coach of the women's basketball program, and perform her duties and responsibilities in a manner consistent with state and University rules, regulations, and policies.
2. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference, or any other basketball conference the University may choose to enter, as well as all University rules and regulations relating to the conduct and administration of the women's basketball program. In the event that McCray becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, she shall report the same promptly to the head coach of the women's basketball team and the Athletic Director of the University.
3. Use her best efforts to ensure that all academic standards, requirements, and policies of the University are observed by her at all times, including those in connection with the recruiting and eligibility of perspective and current student athletes for the women's basketball program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.

4. Use her best efforts, in conjunction with the **University**, to ensure that all student athletes recruited for the women's basketball program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the **University**.
5. Use her best efforts to ensure that members of the women's basketball team conduct themselves in a manner that will reflect a positive image for the **University** both on and off the women's basketball court.
6. Use her best efforts to preserve the **University's** reputation and dignity and shall keep her public statements, oral and written, complementary to the athletics program and to the **University** and its administration, except in the event of litigation between the parties. **McCray** agrees that as a recognized and notable spokesperson about intercollegiate athletics and education, she shall support the **University** administration mission, policies, and decisions in all her dealings and activities with the public, except in the event of litigation between the parties.

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

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

2.03 **REPORTING RELATIONSHIPS**

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

- A. **McCray's** immediate supervisor for purposes of implementing the Employment Contract shall be the Head Coach of the Women's Basketball program, who reports to the Athletic Director of the **University**. The Head Coach shall support **McCray** in the performance of her duties as set out in this Employment Contract.
- B. Further, if the **University** at any time decides to change its competitive status under the NCAA rules, regulations, and/or constitution regarding competition, (e.g., the **University's** women's basketball program becomes Division II basketball) to any status lower than Division I, or if the entire Athletics Program of the **University** is placed on probation by the NCAA due wholly to reasons unrelated to the women's basketball program, **McCray** shall have the right to terminate this Employment Contract immediately and all payment provisions or obligations of either party herein shall be null

and void; except that the University shall remain liable to McCray for any and all earned but unpaid compensation.

**ARTICLE III  
TERM OF EMPLOYMENT**

Subject to the terms hereof, the term of this Employment Contract shall be for a period beginning on the 18th day of August, 2006, and expiring on the 30th day of June, 2009.

**ARTICLE IV  
COMPENSATION / BENEFITS**

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

**4.01 SALARY AND BENEFITS**

- A. Upon execution of this Employment Contract, the annual base salary ~~paid~~payable by the University to McCray for her services as set forth in this Employment Contract shall be \$55,000.00, and shall be payable in equal monthly installments during the period of this Employment Contract and paid in conformity with the payroll procedure of the University.
- B. McCray will be reviewed for her performance on an annual basis and, assuming satisfactory performance and that funds are available, she will be given an annual salary increase of her base salary as provided in paragraph 4.01(A) deemed appropriate by the Head Coach, and in accordance with the University performance evaluation and compensation policies. McCray shall be eligible to participate in a group insurance, retirement, voluntary payroll deduction program, and all other available benefits on the same basis and with the same University contributions that apply to the University's non-academic administrative staff.
- D. The University shall furnish to McCray, for her use on a loan basis during the term of her Employment Contract, one (1) automobile and shall pay for automobile liability and comprehensive insurance, maintenance and repair costs, and taxes, if applicable, upon said vehicle. McCray shall be responsible for all *minor (i.e. day to day)* upkeep, maintenance, and / or repair of vehicle, consistent with other assistant coaches employed by the University. McCray understands and agrees that the provisions of this paragraph may be amended or voided in the University's reasonable discretion in the event of multiple violations of motor vehicle laws (i.e. speeding) or vehicular accidents.
- E. The University will provide McCray, upon request and without charge, four (4) reserved seat women's basketball tickets for each of the University's home women's



basketball games, and two (2) reserved / chair seat tickets for each of the University's home football games and men's basketball games . Such tickets may not be resold by **McCray**. It is agreed and understood that all tickets are provided to aid **McCray** in the performance of her job (recruiting, etc.).

F. **McCray** shall receive a bonus equivalent to one month's base salary for each year of the Term in which the University's women's basketball team receives an invitation to the NCAA Tournament. Any such bonuses shall be paid within thirty (30) days of the date on which such invitation was received.

G. In addition to the foregoing, the University agrees to provide or reimburse **McCray** for travel expenses in connection with all University activities and in accordance with University policy.

#### 4.02 OPPORTUNITIES TO EARN OUTSIDE INCOME

During the Term hereof and notwithstanding the provisions of Section 2.01 (A) above, **McCray** shall have the opportunity to earn outside income, 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 **McCray** seeks to or makes arrangements to earn outside income:

- A. University obligations are primary. Such outside activities shall not interfere with the full and complete performance by **McCray** of her duties and obligations as an assistant coach, recognizing always that **McCray's** primary obligations lie with the **University** and its students;
- B. NCAA rules control. In no event shall **McCray** 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. **McCray** shall obtain the advance written approval from the Head Coach and Athletic Director of the **University** before entering into such agreements. Approval shall not be unreasonably withheld;
- D. University is not liable. Such activities are independent of **McCray's** employment at the **University** and the **University** shall have no responsibility nor bear any liability for any claims arising therefrom;
- E. Revenues. Except for the limitations on such outside compensation as established by or set forth in this Employment Contract and in the constitution, bylaws, rules and regulations, and interpretations thereof, of the **University**, the Sun Belt Conference, or

any other conference the **University** may choose to enter; and the NCAA, **McCray** shall be entitled to retain all revenues generated by such outside activities (i.e., endorsements, speaking engagements, outside camps, etc.), subject to the provisions of paragraph 4.02(G)(1).

F. Summer Camps. Compensation payable to **McCray** as a result of her participation in summer basketball camps affiliated with the **University** shall be determined by the Head Coach, in her reasonable discretion.

G. **OTHER INCOME**

1. Commercial, Apparel, and Equipment Endorsements.

(a) **McCray** may undertake commercial endorsements of products and services and retain any and all income derived therefrom; provided, however, that such endorsements do not conflict with existing **University** contracts, do not discredit or embarrass the **University**, and are subject to the **University's** trademark and licensing program, and the prior approval of the **University's** Athletic Director, which approval shall not be unreasonably withheld.

(b) If the endorsement identifies **McCray** as an assistant coach of **University's** intercollegiate women's basketball team, then such agreement:

(i) will be in writing;

(ii) will not extend beyond the term hereof;

(iii) will be coterminous with **McCray's** termination of employment as an assistant coach of the women's basketball program at the **University**; and,

(iv) will be subject to the **University's** trademark licensing program and the approval of the **University's** Athletic Director, which approval shall not be unreasonably withheld.

(c) Also, **McCray** may retain any monies offered by apparel or equipment manufacturers or sellers (other than shoes) in exchange for her endorsement of the apparel or equipment or her agreement to consult with the manufacturer or seller concerning the design and/or marketing of such apparel or equipment, provided that any such agreement otherwise complies with paragraphs 4.02(G)(1)(a).

2. Other Products: Products obtained in trade or other negotiations by **McCray** on behalf of the **University** will not require compensation by the **University** to **McCray** and shall remain the property of the **University**.

3. Income from Speeches, Appearances, and Written Materials: - Any income derived by **McCray** from speeches, appearances, and /or written materials shall be her separate income. Any speech given pursuant to this paragraph must be given by **McCray** in her individual capacity, not her official capacity as a **University** employee. Notwithstanding the foregoing, **McCray's** position as an assistant coach at the **University** may be identified in promotional materials for such speeches, and **McCray** may discuss her position as an assistant coach at the **University**, so long as the content of any such speech does not otherwise place **McCray** in breach of any other term of this Employment Contract.

**ARTICLE V  
TERMINATION**

**McCray** recognizes that her promise to remain employed at the **University** through the entire term of the Employment Contract is of the essence. It is also recognized, however, that certain limited circumstances may make it appropriate for the **University** or **McCray** to terminate this Employment Contract prior to the completion of its entire term.

5.01 **TERMINATION BY UNIVERSITY FOR JUST CAUSE**

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

- A. Conviction of a felony or declaration by a court of competent jurisdiction that **McCray** is guilty of a crime involving moral turpitude.
- B. Intentional, material violation of any law, rule, regulation, or constitutional provision of the NCAA.
- C. Intentional material violation of any law, rule, regulation, constitutional provision, bylaw or interpretation of the **University**, or the Sun Belt Conference, or the NCAA by **McCray**.
- D. Any public statement or behavior on the part of **McCray** which serves to bring disrepute upon or causes embarrassment to the **University**, the Athletics Department, its administration, or the women's basketball program. The **University** agrees that **McCray** will be given the opportunity to correct violations of this provision.
- E. Deliberate violations of any material duties or responsibilities outlined in this Employment Contract or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Head Coach. With regard to the provisions of

paragraph 5.01(D) herein, the University agrees that McCray will be given the opportunity to correct violations of this provision; provided, however, that McCray and the University will work diligently and cooperatively to determine the nature of the "correction" (i.e., timing, content, audience, forum, etc. in accordance with the provisions of 5.01(E) and (F).

- F. It is agreed and understood that the thirty (30) day notice provisions provided for in 5.01 (E) shall not apply to repeat, material violations (repeated similar conduct), and in such instances, McCray shall be obligated to immediately correct and/or cure the violation. Failure to immediately correct and/or cure the conduct and throughout the remainder of the contract will constitute a breach of this Employment Contract and "just cause" for termination of the same.

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

Should the University determine that McCray has violated the provisions of Section 5.01, herein, notice of same and notice of the termination for cause shall be delivered to McCray by the Head Coach, in writing, to the addresses provided in Section 6.07. In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary as of the date of termination. McCray 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 McCray, relating to termination for cause, both the University and McCray have the right to have representation by legal counsel present.

#### 5.03 **TERMINATION BY UNIVERSITY WITHOUT CAUSE**

The University shall have the right to terminate this Employment Contract prior to its normal expiration date without cause. Termination "without cause" shall mean termination of this Employment Contract on any basis other than those set forth in Section 5.01. Termination by the University without cause shall be effectuated by delivering to McCray written notice of the University's intent to terminate this Employment Contract without cause on or before April 1 of the year of termination.

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

If the University terminates this Employment Contract without cause prior to its expiration date in accordance with the provisions of Section 5.03 hereof, the University shall pay to McCray, as liquidated damages, a sum equal to her base salary for each year remaining on the term of the contract, including any partial years on a pro rata basis, payable within thirty (30) days following termination. Failure to timely pay

such liquidated damages shall constitute a breach of this Employment Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

In the event of any such termination by the University, McCray shall be under no obligation to mitigate the amount of any compensation provided for herein by seeking other employment nor shall such amount be offset by any compensation which she may receive from future employment or otherwise. Moreover, nothing contained herein will be construed to prevent McCray from seeking or obtaining other employment in the event of such termination.

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

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

A. If McCray terminates this Contract without cause prior to its expiration date, except as provided in paragraph 5.05(B), below, McCray shall pay to the University, as liquidated damages, a sum equal to her base salary for each year remaining on the term of the contract, payable within thirty (30) days following 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.

B. Notwithstanding the foregoing, McCray shall have the option to terminate this Employment Contract without cause and without payment of the liquidated damages provided for in paragraph 5.05(A) on any date after July 31, 2008 and upon two weeks written notice delivered to the Head Coach if she receives a bona fide offer of employment for any of the following positions:

- a) a head coaching position at another college or university;
- b) a coaching or front office position with the WNBA, the NBA, or any of their respective member teams; or
- c) a position as an announcer or commentator with the NBA, the WNBA or any of their respective member teams or media partners.

5.06 **UNIVERSITY NOTIFICATION REQUIRED FOR NEGOTIATION WITH OTHER SCHOOLS OR EMPLOYERS**

The parties agree that should another coaching or sports-related employment opportunity be presented to McCray or should McCray be interested in another coaching position during the term of her

Employment Agreement, **McCray** agrees she will notify the Head Coach of such opportunity or interest and of her intent to engage negotiations related thereto in a timely manner.

5.07 **ARBITRATION**

It is specifically agreed and understood that any controversy or claim arising out of or relating in any way to this Employment Contract or the breach of this Employment Contract shall be settled by arbitration, in accordance with the rules of the American Arbitration Association.

5.08 **TERMINATION BY DISABILITY OR DEATH**

It is expressly understood and agreed that this Employment Contract constitutes a personal service contract between the **University** and **McCray**. In the event a disability prevents **McCray** from performing the duties and responsibilities specified in this Employment Contract, as certified by two (2) physicians selected or approved by the **University**, or in the event of **McCray's** untimely demise, this Employment Contract shall terminate and neither party, including **McCray's** estate, shall have any further rights or obligations hereunder, except for the payment by the University of any income earned by **McCray** prior to her death or disability, but yet unpaid; provided, however, that in the event of a disability as set forth herein, **McCray** shall be entitled to apply for and, if eligible, participate in the Kentucky Teacher's Retirement System disability retirement program and the University's Long-Term Disability Insurance Program.

**ARTICLE VI  
MISCELLANEOUS**

6.01 **AMENDMENTS TO EMPLOYMENT CONTRACT**

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

6.02 **UNIVERSITY RETAINS ALL MATERIALS AND RECORDS**

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

6.03 **TAX LIABILITIES**

**McCray** shall be responsible for any and all income tax liabilities, interest, and/or penalties related to any benefits received pursuant to this Employment Contract.

6.04 **LAWS OF THE COMMONWEALTH OF KENTUCKY**

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

6.05 **ACKNOWLEDGMENT/ NO PRESUMPTIONS**

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

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

6.06 **TIME IS OF THE ESSENCE**

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

6.07 **REPRESENTATIONS AND WARRANTIES**: The University represents and warrants that: (a) this Employment Contract is contingent upon subsequent formal approval by the University's governing Board of Regents at its next regular meeting following August 18, 2006, (b) that once approved by the Board, this Employment Contract shall be a legally binding obligation of the University; (c) that the officer whose signature appears below has been duly authorized to execute this Employment Contract on behalf of the University; and (d) that there is no contract or understanding with any other person or entity which would interfere with the University's performance of its obligations herein.

Likewise, McCray represents and warrants that: (a) the consent of no other person or entity is necessary for her to enter into this Employment Contract; and (b) that there is no contract or understanding with any other person or entity which would interfere with her performance of her obligations herein.

6.08 **NOTICES**

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

If to University:

Dr. C. Woods  
Director of Athletics  
Western Kentucky University  
1605 Avenue of Champions  
Bowling Green, Kentucky 42101

With a copy to:

Deborah T. Wilkins  
Office of the President  
1906 College Heights Blvd., #11001  
Bowling Green, Kentucky 42101-1001

1/4/2007

If to McCray:

Nikki McCray  
c/o James L. Tanner, Jr.  
Williams & Connolly LLP  
725 12th Street, N.W.  
Washington, D.C. 20005

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

**IN WITNESS WHEREOF**, the parties hereto set forth their respective signatures on this

Employment Contract as of the date set forth below.

**WESTERN KENTUCKY UNIVERSITY**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
C. Wood Selig, Director of Athletics

**NIKKI MCCRAY**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



Western Kentucky University  
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made as of the 6<sup>th</sup> day of June, 2006, by and between Western Kentucky University (hereinafter "Western Kentucky University" or "the University") and Sadiq Shah (hereinafter referred to as "Dr. Shah").

WITNESS

WHEREAS, Dr. Shah has agreed to be employed as Associate Vice President for Research and Economic Development of Western Kentucky University under the terms and conditions set forth in this agreement; and,

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

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

1. **EMPLOYMENT**. Pursuant to the terms and conditions of this Agreement, Western Kentucky University agrees to employ Dr. Shah as the Associate Vice President for Research and Economic Development, and Dr. Shah agrees to serve in the capacity and to render services to the University as set forth herein.
2. **TERM**. The initial term of employment will commence on July 1, 2006, and will end on **June 30, 2010**. The parties agree that Dr. Shah's position shall not be a tenure track or tenured position. Dr. Shah will have an Adjunct Faculty Appointment. If circumstances do not exist which would justify dismissal for cause during the first year of this agreement (2006-2007), the University and Dr. Shah agree that the term of this Agreement shall be extended by one additional year at the end of the first year of this agreement (i.e. through June 30, 2011.)
3. **DUTIES**. Dr. Shah shall well and faithfully serve the University in such capacity as aforesaid; and shall at all times devote his whole time, attention, and energies to the management, superintendence, and improvement of the University's research and economic development, 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. Shah's position.
4. **COMPENSATION**.
  - A. **BASE SALARY**. Commencing July 1, 2006, Dr. Shah's annual salary shall be one hundred, twenty-five thousand dollars and no cents (\$125,000.00). Dr. Shah'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, and with eligibility for merit salary increase as is available for the faculty and administration at Western Kentucky University.
5. **BENEFITS**. Dr. Shah shall receive maximum benefits accorded to faculty or administrators of the University including, without limitation:
  - A. **Health Insurance; Employee Benefits**. Dr. Shah shall be entitled to participate in the University's health insurance plan and other employee benefit programs.
  - B. **Retirement**. Dr. Shah will be eligible to participate in KTRS or the University's Optional/Alternative Retirement Plans.
  - C. **Moving / Relocation Expenses**. The University will reimburse Dr. Shah for moving expenses, and Dr. Shah agrees to obtain and provide three estimates / bids for such services prior to incurring expenses. The University shall have sole discretion in selecting and retaining a company for moving purposes. In addition, the University shall reimburse Dr. Shah for reasonable travel expenses incurred for one round-trip to Bowling Green, Kentucky. All expenses shall be subject to post-audit review by the University.
  - D. **Unit Professional Memberships**: Participation in any outside organizations, associations, clubs, or groups shall be consistent with and in support of Dr. Shah's duties, and shall be funded by the Division of Academic Affairs. Any paid directorships, board memberships, or consultancies are to be assumed only with the prior approval of the University. Personal or individual professional membership fees or dues shall be the sole responsibility of Dr. Shah.

- E. Computer Support. During the term of this Agreement, the University will provide Dr. Shah with either a laptop or a PDA, in addition to the usual and customary computer equipment that would be provided to an Associate Vice President and maintained in an Associate Vice President's office.

6. **TERMINATION / SEPARATION**.

- A. Unsatisfactory Performance: The University may remove Dr. Shah for unsatisfactory performance. Should Dr. Shah receive an unsatisfactory performance evaluation, the University shall have the option to either provide Dr. Shah with six months notice of its intent to terminate and provide Dr. Shah with a Plan of Improvement to address the performance deficiencies, or immediately remove Dr. Shah and pay him a sum equal to six months of his base salary as of the date of the unsatisfactory evaluation.
- B. Immoral / Illegal Conduct: If Dr. Shah engages in conduct or activity that the University deems is either immoral or illegal, the parties agree that this shall constitute cause to terminate the Agreement, and the University may cancel this Agreement immediately.
- C. Financial Exigency: If the University determines to eliminate this position due to financial exigency, the University shall have the right to terminate this Employment Agreement prior to its normal expiration date. In the event the University determines to termination under these circumstances, the University shall provide Dr. Shah with one year's notice of its intent to terminate.
- D. Termination by University without Cause: If the University terminates this Agreement without cause prior to its expiration date, the University shall pay Dr. Shah, as liquidated damages, a sum equal to one year of his current base salary as of the date of termination. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities, or from any other sources that may ensue as a result of the University's termination of this Agreement.

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. Shah 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 6th day of June, 2006, by:

\_\_\_\_\_  
Sadiq Shah

\_\_\_\_\_  
Barbara G. Burch, Provost  
Authorized Representative

