

MINUTES
OF THE BOARD OF REGENTS
WESTERN KENTUCKY UNIVERSITY

July 13, 2007

AGENDA ITEM 1 - Call to Order

Required statutory notice having been given, the third quarterly meeting of the Board of Regents of Western Kentucky University was held in the *Cornelius A. Martin Regents Room* of the Mass Media and Technology Hall on the Western Kentucky University campus. In the absence of Chair Fischer, the meeting was called to order by Vice Chair Lois Gray at approximately 12:30 p.m., CDT.

AGENDA ITEM 2 - Invocation

Rather than having the traditional invocation, the meeting was dedicated to Sally Fischer. Individuals present were asked to have a moment of silent meditation for Sally who, two days ago, began her chemotherapy treatments and for Dr. Luther Hughes who is undergoing surgery today for removal of a brain tumor. "If you would," Dr. Ransdell asked, "let's exercise a moment of silent thought and reflection on those two friends and wish God's speed on both of them."

AGENDA ITEM 3 - Roll Call

The following members were present:

Ms. Lois Gray
Ms. Yvette Haskins
Ms. Judi Hughes
Ms. Jeanne Johnson
Mr. Jim Meyer
Ms. Forrest Roberts
Ms. LaDonna Rogers
Ms. Tamela Smith

Mr. Fischer and Mr. Zielke were absent, and the faculty position remains unfilled until a fall election.

Dr. Denise Gravitt, Vice Chair of the University Senate, represented the faculty in a non-voting capacity.

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. Tom Hiles, Vice President for Institutional Advancement; Dr. Richard Kirchmeyer, Assistant Vice President for Information Technology; Mr. John

Osborne, Assistant Vice President for Campus Services; Ms. Ann Mead, Chief Financial Officer; Dr. Wood Selig, Athletics Director; Dr. Gene Tice, Vice President for Student Affairs; and Ms. Deborah Wilkins, General Counsel.

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

AGENDA ITEM 4 - Reorganization of offices of the Board applying to Chair, Vice Chair, and Secretary for 2007-08

Vice Chair Gray asked for a report from LaDonna Rogers who chaired the Nominating Committee. On behalf of the Nominating Committee, Ms. Rogers placed in nomination the names of Lois Gray for Chair, Jim Meyer for Vice Chair, and Liz Esters for Secretary. Motion was seconded by Ms. Haskins. No other names were placed in nomination, and the motion carried unanimously.

AGENDA ITEM 5 - Appointment of a Parliamentarian and Treasurer

Chair Gray reappointed Dr. Randall Capps as Parliamentarian and Ms. Ann Mead as Treasurer.

AGENDA ITEM 6 - Disposition of minutes of the regular meeting of April 27, 2007

The April 27 minutes were presented for approval; motion to approve by Ms. Haskins and seconded by Mr. Meyer. Two corrections were suggested to the minutes:

- page 8, second paragraph; third line from bottom should read "to get ready to apply; instead of "read to apply";
- page 2, correct Jeanne Johnson's dad's name from Jeff to Jim.

Motion was amended to read "approve as corrected" and carried unanimously.

President Ransdell acknowledged Provost Barbara Burch for a national award she has received. The following news release was distributed, and Dr. Burch was recognized and applauded for this national award.

WKU PROVOST HONORED FOR LEADERSHIP IN CIVIC ENGAGEMENT

BOWLING GREEN, KY - Dr. Barbara Burch, Western Kentucky University's provost and vice president for Academic Affairs, has received a national award for her civic engagement leadership.

Dr. Burch is the second recipient of the William M. Plater Award for Leadership in Civic Engagement presented by the Association of State Colleges and Universities (AASCU).

The Plater Award is the first national award established specifically to honor and

recognize chief academic officers for their critical role in advancing the civic mission of the campus through curricular reform, public advocacy, accountability for institutional citizenship, faculty development and recruitment, and partnerships with community organizations.

"This is a great honor for Dr. Burch and for WKU," President Gary Ransdell said. "To be so recognized by an organization which represents public higher education speaks volumes about the degree to which WKU is setting a bold national pace."

Examples of civic engagement at WKU under Dr. Burch's leadership include:

- * Participation in the American Democracy Project initiatives, including the Stewardship of Public Lands Initiative, the Political Engagement Project and the Seven Revolutions Initiative.
- * Selection as Elective Classification in Community Engagement from the Carnegie Foundation in the areas of Curricular Engagement and Outreach and Partnerships.
- * Development of a Quality Enhancement Plan "Engaging Students for Success in a Global Society" as part of WKU's reaffirmation of accreditation from the Southern Association of Colleges and Schools.
- * Establishment of the Provost's Initiatives for Excellence, a competitive grant program that provides funding for activities that support civic and community engagement, service learning and student leadership development, student success, and innovations in teaching and learning.
- * Participation in the state-funded Regional Stewardship Initiative, which builds on WKU's commitments to stewardship of place and civic engagement.
- * Establishment of the "Engaging the Spirit" faculty development conference to share examples of best practices related to student engagement, civic engagement, service learning and assessment of student learning outcomes.

The William M. Plater Award for Leadership in Civic Engagement was established in 2006 by AACSC in collaboration with Indiana University Purdue University Indianapolis (IUPUI) in appreciation for the leadership of William M. Plater, who served as the chief academic officer of IUPUI from 1987 through 2006. During his term, Plater oversaw the development of civic engagement as an integral part of the campus mission and as a defining characteristic of its graduates, thus helping IUPUI win recognition among peers as a national leader. Plater was the first recipient of the award.

President Ransdell commented, "This is a tribute, not only to Dr. Burch's leadership, but also to the degree to which this University is taking serious a national challenge for students, faculty, and staff to be involved in service to our communities and furthering this American Democracy. It is also a manifestation to the beginning of the realization of our vision to be a leading American university with international reach. Such recognition gives us confidence that this vision is within reach."

AGENDA ITEM 7 - Committee Reports

7.1 Academic Affairs Committee, Lois Gray

7.1.1 Approval: University Distinguished Professorship Appointments

FACTS: Following a review of nominations and applications received, the University Distinguished Professorship Committee, Provost Barbara Burch, and President Gary Ransdell are pleased to recommend the appointment of the following faculty members as

University Distinguished Professors for a five-year term, effective with the 2007-2008 academic year:

Dr. Michael Ann Williams is the Department Head of Folk Studies and Anthropology. She joined the Western faculty in 1986 after completing her undergraduate degree in Anthropology at Franklin and Marshall College in Lancaster, PA; and her master's and doctoral studies at University of Pennsylvania in Philadelphia, PA. Dr. Williams has been recognized with several awards including: Abbott Lowell Cummings Award for outstanding work in North American vernacular architecture, for Homeplace, 1993; South East Society of Architectural Historians 1993 Author Award for Homeplace; WKU Faculty Award for Research and Creativity, 1996; Fred Starr Fellowship, Writer's Colony at Dairy Hollow, 2001; Historic Preservation Award of Merit Honorable Mention, Pioneer America Society, 2001; and Potter College Faculty Award for Public Service, 2002.

Dr. Williams is recognized nationally and internationally for her primary area of specialization, vernacular architecture. She is seen as a leading expert in this field of study. Dr. Williams is the author of several publications and three books including her popular book, Homeplace. Through her research, teaching, and service, Dr. Williams has dedicated herself to engaging and mentoring students. Through grants she has received from the National Trust for Historic Preservation, Kentucky Humanities Council, Kentucky Heritage Council, and the National Park Service, Dr. Williams has been able to fund professional level projects for graduate students. Most recently she received \$40,000 from the North Carolina Division of Archives and History and \$125,000 from TRC Garrow which funded professional experiences for recent graduates of the WKU Folk Studies and Anthropology program. As part of her public service Dr. Williams has served for 12 years as chair of the Kentucky Historic Preservation Review Board. She has also worked extensively with the Kentucky Folklife Program and served as an advisor for the Kentucky Oral History Commission.

Dr. Elizabeth A. Lemerise is a Professor of Psychology and currently serves as the Co-Director of the Center for Life Span Development. She received her B.A. in Psychology from Bates College in Lewiston, Maine; her M.A. and Ph.D. in Social & Personality Psychology from New School for Social Research in New York and completed post-doctoral work in Developmental Psychology at Vanderbilt University. Dr. Lemerise first joined WKU as an Assistant Professor in 1991. She has received several awards including: College of Education and Behavioral Sciences Faculty Award for Research and Creativity in 1994-95 and 2000-01, WKU Faculty Award for Research and Creativity in 2000-01, Phi Kappa Phi in 2001, and was featured as the cover story in the Fall 2001 issue of The Western Scholar.

Dr. Lemerise excels in all three of the traditional faculty roles of teaching, research, and service. She is dedicated to student success and learning both in the classroom and through the additional investment in student engagement in research. She is an outstanding university citizen dedicated to the improvement of WKU through service in leadership positions on the University Committee for the Protection of Human Research Participants, the Honors Program Committee, and many others. Her public service is professionally relevant as evidenced by her contributions in the area of peer-reviewing. She has served on several editorial boards, as an ad hoc reviewer for 19 peer-reviewed professional journals, and as a reviewer for professional meetings and grant proposals. As a scholar she is dedicated to the advancement of knowledge in the area of emotional development of children and as a professor she is devoted to engaging, teaching, and mentoring students to become the best they can be.

Approved: Academic Affairs Committee - June 22, 2007

RECOMMENDATION: President Ransdell recommends the appointment of Dr. Michael Ann Williams and Dr. Elizabeth A. Lemerise as University Distinguished Professors for a five-year term, effective with the 2007-2008 academic year.

Motion to approve the appointment of Dr. Michael Ann Williams and Dr. Elizabeth A.

Lemerise as University Distinguished Professors for a five-year term, effective with the 2007-2008 academic year was made by Mr. Meyer, seconded by Ms. Haskins, and carried unanimously.

7.1.2 Approval of a new Center for Professional Selling housed in the Marketing Department of the Gordon Ford College of Business.

FACTS: There are currently 11 "Centers for Professional Selling" located at universities in the United States. These Centers are formally certified and form the University Sales Center Alliance (USCA). WKU, through the Gordon Ford College of Business, has been invited to be the 12th National Center. Broadly, a Center performs two main functions. First, the Center enhances sales-specific education through curriculum options to include sales classes, a Sales Minor, and a Sales Major. Second, the Center interacts with corporations to develop positive business-university relationships. Through this Center, WKU can achieve goals such as 1) increased employment opportunities for our graduates through relationships with corporations; 2) increased exposure for our programs through national competitions and conferences; 3) improved curriculum; 4) increased interaction with corporations to include executive education, seminar programs and sponsorship; and 5) improved student recruitment and student retention. When established, this Center would be the only one of its type in the states of Kentucky, Tennessee, Missouri and Alabama. The Department is already well-positioned and staffed to support and develop the Center. It will provide an opportunity for not only students in the Marketing Department and the Business College, but also many other students in majors in other colleges of the University. The new Center for Professional Selling will respond to the University's Strategic Goal 4: Enhance responsiveness to constituents.

BUDGETARY IMPLICATIONS: No funds requested.

Approved: Academic Affairs Committee - June 22, 2007

RECOMMENDATION: President Ransdell recommends approval of a new Center for Professional Selling.

Motion to approve the establishment of a new Center for Professional Selling was made by Ms. Haskins, seconded by Mr. Meyer, and carried unanimously.

7.1.3 Approval of a minor in Facility and Event Management offered through the Department of Physical Education and Recreation in the College of Health and Human Services.

FACTS: The minor in Facility and Event Management provides students with practical knowledge and skills for the effective management of facilities and events. Students interested in pursuing employment in the fields of recreation and sport can select this minor to gain exposure to facility and event management theories, principles, and applications. The 21-hour minor is comprised of five required courses including a 150-hour specialized field experience and six hours of approved electives. The minor is designed to emphasize facility and event management competencies as required by the accrediting bodies for the fields of recreation and sport: the National Recreation and Park Society/American Alliance for Leisure and Recreation Council on Accreditation and the North American Society of Sport Management/National Association for Sport and Physical Activity. The Facility and Event Management minor will be attractive to students in Recreation Administration, Sport Management, Physical Education and Exercise Science. This minor program will respond to the University's Strategic Goal 1: Increase student learning.

BUDGETARY IMPLICATIONS: Existing resources will be reallocated.

Approved: Academic Affairs Committee, June 22, 2007

RECOMMENDATION: President Ransdell recommends approval of a new minor in Facility and Event Management.

Motion to approve the establishment of a new minor in Facility and Event Management was made by Mr. Meyer, seconded by Ms. Smith, and carried unanimously.

7.1.4 REQUEST: Approval of the Master of Science in Homeland Security Sciences offered through the Department of Physics and Astronomy, the Department of Biology, and the Department of Chemistry in the Ogden College of Science and Engineering.

FACTS: This multi-disciplinary program prepares science professionals for careers in the Homeland Security area. The program features hands-on research components to enable students to apply their training to real-world problems. The concentration in Physical Threats involves study of applications of physics, biology, and chemistry to detect, quantify, prevent, and decontaminate radiological, nuclear, biological, explosive, and chemical threats.

The goal of this proposed multidisciplinary Professional Science Masters (PSM) graduate degree program in Homeland Security is to prepare science professionals for careers in Homeland Security, an emerging cross-cutting discipline. The program is concentrated in applications of physics, biology, and chemistry to detect, quantify, prevent, and decontaminate chemical, biological, radiological, nuclear, and explosive (CBRNE) threats. The program will require a minimum of 30 semester hours beyond a Bachelor of Science degree and features a hands-on research component, which will enable students to apply their training to real-world problems.

The state governing bodies have called upon the universities of the Commonwealth of Kentucky to provide the educational leadership and research infrastructure needed to support a transition to a balanced, technologically advanced economy that allows the state and its residents to become active participants in the high-technology information age. The program promotes the development of homeland security-related technologies that contribute to the economic growth of Kentucky and its transformation to a more knowledge- and technology-based economy. The proposed program's research and educational focus areas are closely aligned with WKU's goals to foster applied science and technology. The program is supported by the Kentucky Office of Homeland Security. Thus, the new masters will respond to the University's Strategic Goal 4: Enhance responsiveness to constituents.

BUDGETARY IMPLICATIONS: Existing resources will be utilized. No additional funds are requested.

Approved: Academic Affairs Committee, June 22, 2007

RECOMMENDATION: President Ransdell recommends approval of a new Master of Science in Homeland Security Sciences.

Note: Dr. Burch stated, "As you know these programs have to be posted for a 45-day review with the CPE, and the 45 days ends on Sunday, 7/16/07, meaning that when you approve them, it actually goes in the books. In this instance, there was a response from Council asking that a meeting be convened statewide with several other institutions to talk about what each one is doing in homeland security. That meeting is being scheduled. We asked that it be scheduled quickly so we could move forward; and I'm optimistic that it will simply be a matter of clearing the air about different orientations as to how this is being approached. I anticipate no issue, but wanted you to know that we're pending a few more days."

Motion for approval to establish a new Master of Science in Homeland Security Sciences was made by Ms. Smith, seconded by Mr. Meyer, and carried unanimously.

7.1.5 REQUEST: Approval of the Bachelor of Science in Sport Management

offered through the Department of Physical Education and Recreation in the College of Health and Human Services.

FACTS: The Bachelor of Science degree in Sport Management is a program which prepares students for successful careers within the sport industry. Students will complete the WKU required general education courses with some required as pre-requisites for application into the degree program. Additionally, students will take 51 hours of major courses drawn from several different disciplines. The students will have 33 hours remaining to either 1) take other electives of interest to the student or 2) select a minor that best prepares them for entry level positions related to their interest within the sport industry. Complementary minors include but are not limited to; athletic coaching, broadcasting, business administration, and facility and event management. The primary objective of the proposed major in Sport Management is to provide students with a broad-based education in Sport Management. Specifically, the program will adopt the criteria being established by the Commission on Sport Management Accreditation (COSMA). This body is part of the North American Society for Sport Management (NASSM) and has been charged with establishing the accreditation guidelines for Sport Management programs both at the National and International level.

The sport management industry continues to grow along with the interest within communities across the nation. According to the Census Bureau's Statistical Abstracts the sport industry generated 85.2 billion dollars in revenue. Additionally, the Statistical Abstract projects a 40 percent increase in the sport related job industry between 2002 and 2012. The U.S. Department of Labor's Occupational Outlook Handbook projects an increase between 9 to 17 percent for sport related jobs across the United States. These statistics help demonstrate that the need for new and continued programs that address the specific needs of sports organizations is warranted.

Additionally, WKU faculty administered a survey to area high school counselors and athletic directors. Of the 158 surveys sent, 52 were returned for a response rate of almost 32 percent. Those responding identified 295 individuals as having an interest in attending WKU, should a B.S. Degree in Sport Management exist. The new program will respond to the University's Strategic Goal 1: Increase student learning.

BUDGETARY IMPLICATIONS: A new tenure-track faculty position will be needed beginning the fall semester of the 2008-09 academic year to support the program. The anticipated hire will be at the Assistant Professor level with market competitive salary. The position is included in the college staffing plan and has Dean and Provost support.

Approved: Academic Affairs Committee - June 22, 2007

RECOMMENDATION: President Ransdell recommends approval of a new Bachelor of Science in Sport Management.

Note: Again this was a 45-day CPE posting which is up on Monday, June 18. There was one clarification requested by the Council. That will be on line Monday, and we will clear that hurdle and move forward.

Motion for approval to establish a new Bachelor of Science in Sport Management was made by Ms. Haskins, seconded by Ms. Smith, and carried unanimously.

7.1.6 REQUEST: Approval of the Bachelor of Science in Exercise Science offered through the Department of Physical Education and Recreation in the College of Health and Human Services.

FACTS: The Exercise Science program is an interdisciplinary program that allows students with interests in kinesiology, biomechanics, and physiology to pursue baccalaureate studies preparing them for a variety of health-related careers or for graduate/professional studies. This program includes extensive study in various areas of exercise physiology, kinesiology, and biomechanics. Students who complete this degree will be prepared for certifications from organizations such as the American College of Sports Medicine (ACSM) and the National Strength and Conditioning Association (NSCA).

The Exercise Science curriculum was added during the spring of 1998 as a concentration within the WKU Physical Education program. Since that time, enrollment in this concentration has steadily increased to the point where Exercise Science can and should stand alone as a separate major program. Enrollment in the Exercise Science concentration has now exceeded 200 students, and based on consistent growth since 1998, enrollment will likely reach 250 by 2010. The need exists for this to be a stand-alone major.

As the interest in Exercise Science has grown, so have the opportunities for employment. A student that graduates with an Exercise Science degree may pursue jobs in the areas of Fitness/Wellness Management, Corporate Fitness/Health Promotion, Group Exercise Instruction, Personal Training, Athletic Training (separate certification required), and Strength/Conditioning Coaching. One that possesses an Exercise Science degree is also prepared for graduate study and may pursue graduate degrees in fields such as Exercise Physiology, Sports Nutrition, Biomechanics, Physical Therapy, Occupational Therapy, Medicine, and Cardiac/Pulmonary Rehabilitation. The new program will respond to the University's Strategic Goal 1: Increase student learning.

BUDGETARY IMPLICATIONS: Existing resources will be utilized. No additional funds are requested.

Approved: Academic Affairs Committee, June 22, 2007

RECOMMENDATION: President Ransdell recommends approval of a new Bachelor of Science in Exercise Science.

Motion for approval to establish a new Bachelor of Science in Exercise Science was made by Mr. Meyer, seconded by Ms. Johnson, and carried unanimously.

7.1.7 REQUEST: Approval of the University Honors Program name change to Honors College effective July 1, 2007

FACTS: A key element in enhancing academic quality at WKU is to provide those opportunities that will meet the needs of a wide range of students, and also attract those students who are among the highest academic achievers. The university has invested in enhancing the support and expanding the development of the University Honors Program over the past two years as a critical part of the plan to attract and retain an increasing number of those academically high-achieving students who are an important part of the WKU student body. As a result of this initial investment, the number of incoming freshmen applying for admission to the Honors Program has tripled in the past two years, with approximately 460 applicants for fall of 2007. Additionally, the number of sections of honors courses offered each semester has increased and will have grown from 12, just a few years ago, to over 60 for the fall 2007 semester. During this same period, as a result of the efforts of the University Honors program staff, the number of nationally competitive and prestigious scholarship recipients has grown exponentially; the average was less than one application per year, and has increased to 25 applications with 11 students receiving awards.

In the communication and marketing of the opportunities that WKU offers for academically high-achieving students, it is important to be able to convey the expansiveness of the WKU commitment and opportunity presented. While the term Honors 'Program' has been used for many years, and has served the University and students well, clearly the commitment and capacity to challenge and support students who are academic high achievers has been and is being considerably expanded. It would be advantageous to both the University and students to be positioned to communicate this more effectively. At the same time, many of the innovations that are being incorporated into the honors programming are ones that will be of benefit to students and the University community at large, whether the students are actually enrolled in the honors program or

not. The many changes taking place within the honors programming have prompted revisiting the name of the program and reconsidering how to best position it within the university administrative structure. As changes are evolving, it is clear that serving the needs of these high-achieving students is a genuine partnership between the academic colleges and the honors program. Renaming the program as an Honors College would better reflect the scope and strength of the academic programming while also inviting future new and innovative partnerships among the colleges and Honors that would be of particular benefit to students completing the Honors experience. It also provides a better base for coordinating existing university and department level honors activities.

No other university in Kentucky has an Honors College; WKU would be the first. This would be of value in recruiting and retaining a greater number of high-achieving students to the campus. It also offers opportunities to create greater visibility for students completing an Honors curriculum. Since students take their academic majors in the respective degree granting colleges, the value of their completion of honors programming in an Honors College could be made more visible through such means as a degree designation that reflects both completion of the Honors College requirements as well as the degree requirements of the students' discipline. The Honors College would not be an independent degree-granting college as students do not major in honors, but they major in a program in an academic department. However, a value-added partnership could be provided in collaboration with existing degree-granting colleges that would reflect the high level of student accomplishment in the actual degree awarded. The future opportunities that may emerge are numerous. For example, a high-achieving student who completes requirements of the Honors College might graduate with an Honors Baccalaureate in Chemistry instead of graduating with a Baccalaureate in Chemistry and an Honors Program graduate designation. Such a student would have completed all the requirements of the Ogden College and the Chemistry Department as well as the Honors College.

The staff has done considerable study of the nature and differences between honors programs and honors colleges across the nation. There are far more programs than colleges. The infrastructure that is in place and emerging, as well as the scope of programming and growth of the program, provide a legitimate basis for renaming of the program at this time. This will also enable the University to be more successful in future recruiting and retention of those high-achieving students who make up an important segment of the overall WKU student body. It is important to note that having a highly visible and high quality honors college will attract many students to the campus, not all of whom will ultimately enroll in and complete the Honors College curriculum. However, past experience suggests that many of these high achieving students who do not opt to complete the honors program do remain on the campus to complete their degrees.

WKU has positioned itself in terms of growth and readiness to be an Honors College. Moving ahead to change the name now will enable us to retain our position of leadership in programming for high-achieving students and bring added value to the recruiting and retention efforts of the campus as a whole. It will also add value to students who aspire to be high academic achievers and have this accomplishment recognized in highly visible ways.

Approved: Academic Affairs Committee, June 22, 2007

RECOMMENDATION: President Ransdell recommends approval of the name change of University Honors Program to *Honors College* effective July 1, 2007.

Motion for approval of the University Honors Program name change to *Honors College* effective July 1, 2007, was made by Ms. Smith, seconded by Ms. Haskins, and carried unanimously.

7.1.9 Grants & Contracts Year-End Summary

The Office of Sponsored Programs prepared a preliminary report which can be found on pages 37-51 of the Board Agenda Packet. Three goals of the Office of Sponsored Programs are provided as:

- 1) Increase Student Learning
- 2) Assure High-Quality Faculty and Staff; and
- 3) Enhance Responsiveness to Constituents

Dr. Shaw reported that preliminary information, as of the middle of June, reflects the total dollars to be a little over \$24 million. Part of the decline this year is due, in part, to changes in the political landscape; some of the earmarks have been pushed over to the next year. Twenty-six percent of the grants and contract numbers are a result of the direct appropriations of the federal budget.

7.1.10 Fall Enrollment Projections

In the absence of Dr. Kahler, who is in China, Dr. Burch reported on the numbers for fall 2007 admissions, as of July 11. "Records reflect almost exactly the same number of overall applications this year as last year, but the number of students admitted from those applicant pools is actually a little higher. Dr. Kahler's strategy is to focus on yield—if we can get a higher percentage of those who are applying and lose fewer of those applicants, we can come out pretty well. The number of students enrolled for next fall, overall, looks good; but we're not at the bottom line yet; we've actually put in place a couple more of the sessions that are orientation, the ATP sessions. We're doing a couple of those for the Community College and non-traditional students for the first time. We think that what will happen this fall—we've done some things that we believe cause students who do come to enroll at the Academic Transitions Program, to be a bit more serious about it. We have applied a fee this year for the first time, and we turn that fee back into things that go to the students. We provide them meals and we provide some things for them to take away with them. We debated what the impact of that fee would be; we think it will eliminate the people who go to everything free and that those who do put down their \$45 are more serious about enrolling. We do expect a higher yield.

Overall, summer enrollments are positive for the first time in a long time; we're up about 177 students for the summer. We think we will exceed last fall's numbers slightly. We see the enrollment trend going up"

7.3. Executive Committee

7.3.1 Development Year-end Summary

Mr. Tom Hiles, Vice President for Institutional Advancement, reviewed the Summary of Year-end Development numbers found on pages 52-56 of the agenda packet. He also reviewed the current media report that is found on page 56.1 of the agenda.

7.3.2 WKU Academic & Athletic Highlights

Athletics Director Wood Selig discussed the 2006-07 Academic/Athletic Highlights which reviews each of the sports and provides the mission, statement of purpose, athletic values and the goals. A copy of this report is filed in the Board's official files. WKU has 20 intercollegiate athletic programs; 10 men's and 10 women's; 13 of the teams representing 65 percent of the teams had a semester GPA of 3.0 or better. Collectively, 65 percent of the teams had a 3.0 or better. Volleyball led the way last semester with a team GPA of 3.46. When looking at the cumulative GPA of the teams, eleven of the twenty, or 55 percent of the programs have a team GPA better than 3.0. Women's soccer and women's swimming tie with a cumulative team GPA of 3.34. One hundred and thirty nine female student athletes combine for a cumulative GPA of 3.23; the male student athletes are a very solid and respectful 2.77.

WKU finished second in the Vic Bubas Cup. For the last six years WKU has either won or finished second in the Vic Bubas Cup and is the only school in the Sun Belt Conference to finish first or second for the last six years. WKU finished second to Middle Tennessee this past year.

WKU has 18 programs that compete in the Sun Belt Conference; 13 of the 18 finished in the top half of the standings and tied for the most number of overall championships in the Sun Belt Conference. Eight of the student athletes were selected to academic all-district teams; two earning Academic All-American honors.

In football, WKU completed the 11th consecutive winning season, the second longest winning streak in the WKU history of football.

In men's basketball, WKU posted the school's third straight 20-win season after going 22-11; that included 10 victories in non-conference action with a schedule that was ranked 58th hardest in the nation.

In women's basketball, WKU had the fifth consecutive 20-win season since Coach Cowles

became Head Coach; reached the semifinals of the WNIT for the second straight year. Crystal Kelly earned honorable mention All-American accolades after setting a Lady Topper season record with 770 points; she finished second in the nation in both scoring average and field-goal percentage.

These are only a few of the athletic highlights outlined in the report.

7.3 Finance and Budget Committee, Ms. LaDonna Rogers, Chair

7.3.1 REQUEST: Approval of a special military tuition rate equal to the Army Tuition Cap (currently \$250 per semester hour for graduate and undergraduate courses), effective with the fall 2007 semester.

FACTS: WKU has been a member of Servicemembers Opportunity College for many years, and has had a presence at Ft. Knox since 1975. Our Memorandum of Understanding (MOU) with the Army provides classroom and office space for WKU on post and provides for Army Tuition Assistance payments for soldiers taking approved WKU classes. Over the past two years, the Army worldwide has implemented an electronic portal to provide information for college programs approved by the Army for soldiers. WKU, as a result of our MOU in place at Ft. Knox, was invited to participate in this new electronic portal system, named GoArmyEd by the Army.

For the past two years, WKU has devoted time and resources to join the GoArmyEd system in order to be a provider for Army College Classes. Approximately 140 colleges are approved to provide degree programs in this system. Soldiers can view every program and every college offering approved for their education. They shop, apply, register for classes, are advised, get their grades, and do all the work with all WKU units related to their work through this portal.

These college programs are extremely competitive, and most limit out-of-pocket tuition expenses to the soldier to zero, by accepting the approved Army Tuition Assistance rate as tuition for the service member. This rate is currently \$250 per semester hour for both undergraduate and graduate classes. Most colleges have adopted special tuition rates at the TA cap for service members. Those that have higher tuition for the soldiers simply do not attract students, because there are multiple colleges offering each degree within the system. They will choose colleges where the TA cap is accepted as tuition-in-full.

With the influx of military and civilian positions that is now beginning to occur at Ft. Knox as a result of the Base Realignment and Closure Law, it is extremely important that WKU be positioned to serve this population. Tremendous opportunities exist for growth in the Ft. Knox area, not only for military personnel, but also their family members and a large number of new civilian jobs. Many of these folks will bring family members seeking college programs. In addition to this, it is expected that 1,000 new Department of Defense consultant positions will migrate to Ft. Knox and these folks will also bring family members.

In order to expand WKU presence and programs in the Ft. Knox area, it is critical that our programs be marketable to service members. As a result of having GoArmyEd programs on post, this will open up these same classes to all these other nonmilitary personnel at regular tuition rates; they may all be in the same classrooms. If we do not attract soldier-students we will not be allowed to offer these programs on post in accordance with our MOU.

WKU is strongly committed to supporting our military personnel. It is recommended that WKU adopt a special military tuition rate equal to the Army Tuition Cap (currently \$250 per semester hour for graduate and undergraduate courses), effective with the fall 2007 semester, so service members wishing to enroll with WKU can do so without suffering a

financial loss, and will have no out-of-pocket tuition expenses for their classes.

Approved: Finance and Budget Committee, June 22, 2007

RECOMMENDATION: President Ransdell recommends a special tuition rate *for Army service members enrolling through "GoArmyEd" that is equal to the Army Tuition Cap* (currently \$250 per semester hour for graduate and undergraduate courses), effective with the Fall 2007 semester.

MOTION: Approval of a special tuition rate *for Army service members enrolling through "GoArmyEd" that is equal to the Army Tuition Cap* (currently \$250 per semester hour for graduate and undergraduate courses), effective with the fall 2007 semester was made by Ms. Rogers, seconded by Ms. Hughes and carried unanimously.

Secretary's Note: The above motion was a substitute for the printed motion in the agenda.

7.3.2 Accept for filing the 2006-07 Third Quarter Statement of Revenues and Expenses

FACTS: Total realized Education and General (E&G) revenue, as a percentage of the budget, was very similar to the third quarter revenue of 2005-06. Student tuition and fees are recorded using the accrual basis of accounting rather than the cash basis, so the actual revenues include billings for the spring 2007 semester. In addition, Winter Term revenues are included in actual revenues. State appropriations are distributed on a quarterly basis, but the distribution for each quarter does not represent 25 percent of the total due to the state's variable allocation schedule. Restricted revenues and expenditures for grants and contracts were slightly higher than the third quarter revenues and expenditures of 2005-06, primarily due to the inclusion of additional grant projects. Other revenue includes revenue generated by individual programs such as Athletics, University Farm, and various revenue dependent programs. The amount of revenue and the timing of receipt vary, but program administrators know they must manage expenditures so as to not exceed receipts. The percent of budget for revenues in Auxiliary Enterprises is higher than the third quarter revenue of 2005-06, partly due to some contra-revenue entries that have not yet been posted.

Approved: Finance and Budget Committee, June 22, 2007

RECOMMENDATION: President Ransdell recommends that the Board of Regents accept for filing the 2006-07 Third Quarter Statement of Revenues and Expenditures.

Motion to accept for filing the 2006-07 Third Quarter Statement of Revenues and Expenditures was made by Ms. Hughes, seconded by Mr. Myer, and carried unanimously.

Secretary's Note: The Third Quarter 2007 - Statement of Revenues and Expenditures is attached to these minutes as **Exhibit I.**

7.4 Student Affairs Committee, Ms. Yvette Haskins, Chair

Ms. Haskins stated there were no action items for Student Affairs. The Board heard informational updates from Brian Kuster, Director of Housing, on renovation that is under way in the residence halls, particularly Pearce-Ford Tower; Peggy Haas discussed the special living

opportunities within the residence halls; and Shawna Cawthorn, Director of the Bookstore, discussed efforts of the Bookstore to find solutions to keeping the ever-increasing costs of books down for students.

AGENDA ITEM 8 - Approval of personnel recommendations since April 27, 2007

RECOMMENDATION: President Gary A. Ransdell recommends approval of the personnel actions, contained in the next fifteen pages, that have transpired since the April 27, 2007, Board meeting.

PERSONNEL CHANGES – FACULTY

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Architectural & Manufacturing Sc.	Mark Doggett	Assistant Professor	07/01/2007			61,104.00	Initial Appointment
Architectural & Manufacturing Sc.	Stanley Lightner	Assistant Professor	08/15/2007			61,104.00	Initial Appointment
Accounting	Richard Callahan	Instructor	08/15/2007	06/30/2008		55,008.00	Initial Appointment
Art	Cristina Carbone	Visiting Assistant Professor	08/15/2007	06/30/2008		45,000.00	Initial Appointment
Art	David Marquez	Instructor	08/15/2007	06/30/2008		37,008.00	Initial Appointment
Community College	Kimberly Cunningham	Instructor	08/15/2007			33,504.00	Initial Appointment
Consumer & Family Sciences	Devona Dixon	Assistant Professor	08/15/2007			46,008.00	Initial Appointment
Curriculum & Instruction	Christopher Smith	Assistant Professor	08/15/2007			49,608.00	Initial Appointment
Economics	David Zimmer	Assistant Professor	08/15/2007			71,004.00	Initial Appointment
Engineering	Michael McIntyre	Assistant Professor	08/15/2007			70,008.00	Initial Appointment
Finance	Yung Ling Lo	Assistant Professor	08/15/2007			96,000.00	Initial Appointment
Geography & Geology	Aaron Celestian	Assistant Professor	08/15/2007			50,004.00	Initial Appointment
History	Dorothea Browder	Instructor	08/15/2007			43,800.00	Initial Appointment
	w/Doctorate	Assistant Professor				45,000.00	
History	Mary Jane Maxwell	Visiting Assistant Professor	08/15/2007	06/30/2008		45,000.00	Initial Appointment
Mathematics	Aniko Csakany	Visiting Assistant Professor	08/15/2007	06/30/2008		43,500.00	Initial Appointment
Modern Languages	Gordon Seeger	Visiting Assistant Professor	08/15/2007	06/30/2008		45,000.00	Initial Appointment
Music	Sonja Sepulveda	Visiting Assistant Professor	08/15/2007	06/30/2008		45,000.00	Initial Appointment
Music	Gerald Stroup	Visiting Professional/Residence	08/15/2007	06/30/2008		45,000.00	Initial Appointment
Music/Athletics	Jeff Bright	Assistant Professor	08/15/2007			48,000.00	Initial Appointment
Music/Continuing Education	Anna Cromwell	Professional-in-Residence	08/15/2007			36,000.00	Initial Appointment
Nursing	Mary Bennett	Director (Professor w/tenure)	08/01/2007			110,004.00	Initial Appointment
Philosophy & Religion	Eric Bain-Selbo	Head (Assoc Professor w/tenure)	07/01/2007			80,004.00	Initial Appointment
Physical Education & Recreation	Doris Miller	Instructor	08/15/2007	06/30/2008		40,008.00	Initial Appointment
Political Science	Joel Turner	Assistant Professor	08/15/2007			46,500.00	Initial Appointment
Psychology	Joshua Beckmann	Visiting Assistant Professor	08/15/2007	06/30/2008		48,000.00	Initial Appointment
Special Instructional Programs	Jennifer Montgomery	Assistant Professor	08/15/2007			49,608.00	Initial Appointment
Theatre & Dance	Tracey Moore	Assistant Professor	08/15/2007			48,000.00	Initial Appointment
Women's Studies	Kristi Branham	Instructor	08/15/2007			34,008.00	Initial Appointment
Political Science	Ralaina Hunley	Visiting Assistant Professor	08/15/2007	06/30/2008		45,000.00	Rehire
Communication	Stacey Gish	Instructor	07/01/2007	06/30/2008		35,364.00	Reappointment
English	Jeffrey Fearnside	Visiting Assistant Professor	07/01/2007	06/30/2008		45,000.00	Reappointment
Journalism & Broadcasting	Francis Gardler	Vstg Professional-in-Residence	07/01/2007	06/30/2008		42,492.00	Reappointment
Management	Jerry Bennett	Visiting Assistant Professor	07/01/2007	06/30/2008		55,704.00	Reappointment
Physics & Astronomy	Thomas Bohuski	Visiting Assistant Professor	07/01/2007	06/30/2008		45,180.00	Reappointment
Physics & Astronomy	Brett Bolen	Visiting Assistant Professor	07/01/2007	06/30/2008		42,264.00	Reappointment
Physics & Astronomy	Michael McPherson	Visiting Assistant Professor	07/01/2007	06/30/2008		42,252.00	Reappointment

PERSONNEL CHANGES – FACULTY
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Art	James Kim Chalmers	Professor	07/01/2007		96,024.00	83,004.00	Status Change
Communication Disorders	Mary Lloyd Moore	Instructor	07/01/2007		42,600.00	54,528.00	Status Change
Consumer & Family Sciences	Sheila Flener	Instructor	07/01/2007		32,904.00	37,008.00	Status Change
Consumer & Family Sciences	Tracy Pace	Instructor	07/01/2007		35,268.00	40,008.00	Status Change
Finance	Indudeep Chhachhi	Associate Professor	07/01/2007		127,008.00	109,116.00	Status Change
Nursing	Donna Blackburn	Professor	07/01/2007		96,408.00	82,332.00	Status Change
Nursing	Sonya House	Assistant Professor	07/01/2007		38,712.00	44,004.00	Status Change
Social Work	Suzie Cashwell	Assistant Professor	07/01/2007		64,056.00	65,040.00	Status Change
Finance	Christopher Brown	Chair	07/01/2007		96,444.00	124,188.00	Promotion
History	Robert Dietle	Department Head	07/01/2007		58,176.00	81,000.00	Promotion
Art	Kristina Arnold	Assistant Professor	07/01/2007		37,824.00	46,500.00	Rank
Modern Languages	Sonia Lenk	Assistant Professor	07/01/2007		43,380.00	44,580.00	Rank/Degree
Biology	Shivendra Sahi	Professor	07/01/2007		67,560.00	77,568.00	FY Salary Increase
Chemistry	Wei-Ping Pan	Professor	07/01/2007		155,004.00	161,592.00	FY Salary Increase
Engineering	Mark Cambron	Assistant Professor	07/01/2007		68,292.00	76,092.00	FY Salary Increase
Engineering	Robert Choate	Associate Professor	07/01/2007		73,932.00	76,944.00	FY Salary Increase
Engineering	Kevin Schmaltz	Associate Professor	07/01/2007		75,744.00	79,032.00	FY Salary Increase
History	Glenn LaFantasie	Associate Professor	07/01/2007		60,000.00	63,180.00	FY Salary Increase
Journalism & Broadcasting	Barton White	Professor	07/01/2007		73,692.00	77,004.00	FY Salary Increase
Mathematics	Molly Dunkum	Assistant Professor	07/01/2007		36,984.00	48,708.00	FY Salary Increase
Music	Bill Russell	Professor	07/01/2007		70,824.00	74,592.00	FY Salary Increase
Philosophy & Religion	Jeffrey Samuels	Assistant Professor	07/01/2007		51,720.00	54,720.00	FY Salary Increase
Physics & Astronomy	Charles McGruder	Professor	07/01/2007		114,300.00	118,872.00	FY Salary Increase
Public Health	Charlotte Reeder	Instructor	07/01/2007		41,004.00	42,240.00	FY Salary Increase
Social Work	Melanie Randolph	Visiting Assistant Professor	07/01/2007	06/30/2008	37,080.00	38,940.00	FY Salary Increase
Social Work	Carol Robey	Visiting Assistant Professor	07/01/2007	06/30/2008	36,000.00	37,800.00	FY Salary Increase
Art	Brent Oglesbee	Stipend, Interim Head	07/01/2007	06/30/2008		6,000.00	Stipend
Biology/Graduate Studies	Richard Bowker	Stipend, Interim Dean	07/01/2007	06/30/2008		10,800.00	Stipend
Biology/Distance Learning	Robert Wyatt	Director, Distance Learning	07/01/2007	06/30/2008		3,600.00	Stipend
College of Health & Human Services	Randall Deere	Stipend	07/01/2007	06/30/2008		6,000.00	Stipend
Communication/Leadership Studies	Cecile Garmon	Professor	07/01/2007	06/30/2008		3,600.00	Stipend
Consumer & Family Sciences	Doris Sikora	Stipend, Interim Head	07/01/2007	06/30/2008		6,000.00	Stipend

PERSONNEL CHANGES – FACULTY
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Finance	Kam Chan	Stipend	07/01/2007	06/30/2008		21,000.00	Stipend
Finance	Indudeep Chhachhi	Associate Professor	07/01/2007	06/30/2008		4,008.00	Stipend
Management	Robert Hatfield	Stipend	07/01/2007	06/30/2008		9,000.00	Stipend
Management	Leo Simpson	Stipend	07/01/2007	06/30/2008		18,000.00	Stipend
Psychology	Elizabeth Lemerise	Professor	07/01/2007	06/30/2008		6,000.00	Stipend
Psychology	Daniel Roenker	Professor	07/01/2007	06/30/2008		6,000.00	Stipend
English	Kenneth King	Instructor	07/01/2007	06/30/2008			Unpaid Leave of Absence
Agriculture	Alvin Bedel	Optional Retiree	07/01/2007		66,936.00	25,608.00	Optional Retirement Appt.
Geography & Geology	Nicholas Crawford	Optional Retiree	07/01/2007		76,656.00	30,036.00	Optional Retirement Appt.
Management	Wade Ferguson	Optional Retiree	07/01/2007		73,284.00	28,032.00	Optional Retirement Appt.
Music	R. Elizabeth Volkman	Optional Retiree	07/01/2007		65,952.00	24,732.00	Optional Retirement Appt.
Philosophy & Religion	Edward Schoen	Optional Retiree	07/01/2007		70,788.00	27,576.00	Optional Retirement Appt.
Philosophy & Religion	Arvin Vos	Optional Retiree	07/01/2007		78,024.00	30,432.00	Optional Retirement Appt.
Political Science	John Petersen	Optional Retiree	07/01/2007		111,108.00	38,808.00	Optional Retirement Appt.
Psychology/College of Education	Leroy Metze	Optional Retiree	07/01/2007		100,368.00	79,032.00	Optional Retirement Appt.
Public Health	C. Wayne Higgins	Optional Retiree	07/01/2007		84,168.00	32,364.00	Optional Retirement Appt.
Art	Michael Klein	Optional Retiree	07/01/2007		18,264.00	9,132.00	Optional Retirement Chg.
Psychology	Ernest Owen	Optional Retiree	07/01/2007	06/30/2008			Unpaid Leave of Absence
Theatre & Dance	William Kesler	Optional Retiree	07/01/2007	06/30/2008			Unpaid Leave of Absence
Biology	Larry Elliott	Optional Retiree		06/30/2007			Optional Retirement End
Economics	Richard Cantrell	Optional Retiree		06/30/2007			Optional Retirement End
English	Joseph Survant	Optional Retiree		06/30/2007			Optional Retirement End
Physical Education & Recreation	Alton Little	Optional Retiree		06/30/2007			Optional Retirement End
Mathematics	Jozsef Nemeth	Visiting Assistant Professor	07/01/2007	06/30/2008			Declined Appointment
Community College	Wanda Key	Assistant Professor		06/30/2007			Retirement
Curriculum & Instruction	Donald Collins	Associate Professor		06/30/2007			Retirement
Economics	Thomas Wisley	Professor		05/31/2007			Retirement
English	Ward Hellstrom	Professor		05/31/2007			Retirement
English	Nancy Roberts	Associate Professor		06/30/2007			Retirement
Mathematics	Paul Hill	Professor		06/30/2007			Retirement

PERSONNEL CHANGES – GRANTS

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Educational Television Services	Patrick Delaney	BW PT Clerical 00	06/04/2007	09/30/2008		7.25	Initial Appointment
Kentucky Climate Center - POD	Megan Ferris	Quality Assurance Specialist	06/04/2007	07/31/2008		35,508.00	Initial Appointment
Psychology	Aurelia Spaulding	Information Coordinator	05/21/2007	09/30/2008		28,008.00	Initial Appointment
Public Radio Services	James Hamby	Development Officer	05/01/2007	09/30/2008		33,600.00	Initial Appointment
Special Instructional Programs	Betsy Kitchens	Program Consultant	05/25/2007	06/30/2008		37,308.00	Initial Appointment
Biotechnology Center - POD	Julie Schuck	FT Temp PNF	05/01/2007	01/03/2008	28,080.00	28,080.00	Reappt/No Sal. Inc.
Folk Studies & Anthropology	Leisha Leech	CRM Field Specialist	05/12/2007	05/31/2007	29,232.00	29,232.00	Reappt/No Sal. Inc.
Institute for Rural Health	Bonny Petty	BW PT Tech 00	03/28/2007	09/01/2007	20.25	20.25	Reappt/No Sal. Inc.
Psychology	Lauren Cunningham	MN Temp PNF 00	04/01/2007	06/30/2007	32,004.00	32,004.00	Reappt/No Sal. Inc.
Psychology	Gary Hook	MN Temp PNF 00	04/01/2007	06/30/2007	32,004.00	32,004.00	Reappt/No Sal. Inc.
Psychology	Stephen Pavey	MN Temp PNF 00	04/01/2007	06/30/2007	42,000.00	42,000.00	Reappt/No Sal. Inc.
Special Instructional Programs	Susan Miller	BW PT Tech 00	07/01/2007	06/30/2008	10.59	10.59	Reappt/No Sal. Inc.
Special Instructional Programs	Susan Slaughter	Evaluation Specialist	07/01/2007	06/30/2008	37,008.00	37,008.00	Reappt/No Sal. Inc.
Child Care	Sheila Combs	Teacher	07/01/2007	06/30/2008	21,984.00	22,656.00	Grant 7/1 Salary Increase
Child Care	Linda Reynolds	Teacher	07/01/2007	06/30/2008	18,984.00	19,560.00	Grant 7/1 Salary Increase
Child Care	Kiran Sahi	Teacher	07/01/2007	08/31/2007	32,664.00	33,336.00	Grant 7/1 Salary Increase
Child Care	Jessica Skees	Nutrition Associate	07/01/2007	10/31/2007	15,840.00	16,320.00	Grant 7/1 Salary Increase
Educational Enhancement Programs	David Angle	Adult Ed Spec, Vet Upward Bound	07/01/2007	09/30/2007	28,008.00	28,296.00	Grant 7/1 Salary Increase
Educational Enhancement Programs	Martha Kenney	Coord, Vet Upward Bound	07/01/2007	09/30/2007	38,940.00	39,372.00	Grant 7/1 Salary Increase
Educational Enhancement Programs	Howard Stone	Adult Ed Spec, Vet Upward Bound	07/01/2007	09/30/2007	32,688.00	33,204.00	Grant 7/1 Salary Increase
Educational Opportunity Center	Mary Bokkon	Counselor	07/01/2007	08/31/2007	28,500.00	29,364.00	Grant 7/1 Salary Increase
Educational Opportunity Center	Michele Schlinsog	Coordinator III	07/01/2007	08/31/2007	34,776.00	36,864.00	Grant 7/1 Salary Increase
Educational Opportunity Center	Anna Scott	BW PT Tech 00	07/01/2007	08/31/2007	12.00	12.50	Grant 7/1 Salary Increase
Educational Opportunity Center	Shannon Ward	BW PT Clerical 00	07/01/2007	08/31/2007	12.13	12.55	Grant 7/1 Salary Increase
Educational Opportunity Center	Jessica Wood	BW PT Tech 00	07/01/2007	08/31/2007	12.00	12.50	Grant 7/1 Salary Increase
Educational Telecommunications	Jack Hanes	Director	07/01/2007	09/30/2008	76,440.00	79,500.00	Grant 7/1 Salary Increase
Educational Telecommunications	Peter Kirchoff	Development Officer/Pub Bdcstg	07/01/2007	09/30/2008	42,516.00	44,220.00	Grant 7/1 Salary Increase
Educational Telecommunications	Terry Reagan	Director/Dev/Public Brdcastng	07/01/2007	09/30/2008	53,508.00	55,644.00	Grant 7/1 Salary Increase

PERSONNEL CHANGES – GRANTS
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Educational Television Services	David Brinkley	Sr Producer/Dir/Writer	07/01/2007	09/30/2008	51,240.00	53,292.00	Grant 7/1 Salary Increase
Educational Television Services	Justin Davis	Operations Manager	07/01/2007	09/30/2008	29,040.00	30,204.00	Grant 7/1 Salary Increase
Educational Television Services	Barbara Deeb	News Producer/Reporter	07/01/2007	09/30/2008	42,540.00	44,244.00	Grant 7/1 Salary Increase
Educational Television Services	Dana Divine	Assistant Program Manager	07/01/2007	09/30/2008	36,180.00	37,632.00	Grant 7/1 Salary Increase
Educational Television Services	Kathryn Grover-Jimerson	Traffic Supervisor	07/01/2007	09/30/2008	26,328.00	27,384.00	Grant 7/1 Salary Increase
Public Radio Services	Gerald Barnaby	Program Manager	07/01/2007	12/31/2007	60,000.00	62,400.00	Grant 7/1 Salary Increase
Public Radio Services	Charolene Burden	Operations Assistant	07/01/2007	09/30/2008	28,848.00	30,000.00	Grant 7/1 Salary Increase
Public Radio Services	Julia Johnson	Office Assistant	07/01/2007	12/31/2007	23,304.00	24,240.00	Grant 7/1 Salary Increase
Public Radio Services	Kevin Willis	Asst News Director	07/01/2007	09/30/2008	38,808.00	40,356.00	Grant 7/1 Salary Increase
Small Business Accelerator	Henry Steen	Executive Director	07/01/2007		101,004.00	105,048.00	Grant 7/1 Salary Increase
Social Work	Eileen Arnold	Visiting Assistant Professor	07/01/2007	06/30/2008	46,008.00	47,844.00	Grant 7/1 Salary Increase
Social Work	George Johnson	Supv, Training Coordination	07/01/2007	06/30/2008	56,688.00	58,956.00	Grant 7/1 Salary Increase
Social Work	Janie Perdue	Office Associate	07/01/2007	06/30/2008	27,000.00	28,080.00	Grant 7/1 Salary Increase
Student Support Services	Terrance George	Academic Coordinator	07/01/2007	06/30/2008	31,752.00	32,712.00	Grant 7/1 Salary Increase
Student Support Services	Carolyn Hagaman	Coord, Student Support Svcs	07/01/2007	06/30/2008	39,060.00	39,840.00	Grant 7/1 Salary Increase
Student Support Services	Michael Johnson	Director, Student Support Svcs	07/01/2007	06/30/2008	51,504.00	52,020.00	Grant 7/1 Salary Increase
Student Support Services	Kimberly Whalen	Office Associate	07/01/2007	06/30/2008	26,400.00	27,192.00	Grant 7/1 Salary Increase
Talent Search	Jennifer Burchell	Academic Coordinator	07/01/2007	08/31/2007	31,752.00	32,388.00	Grant 7/1 Salary Increase
Talent Search	Kristen Galloway	Academic Coordinator	07/01/2007	07/31/2007	32,208.00	33,168.00	Grant 7/1 Salary Increase
Talent Search	Mary Roppel	Office Associate	07/01/2007	07/31/2007	28,344.00	28,920.00	Grant 7/1 Salary Increase
Talent Search	Martha Sales	Director	07/01/2007	08/31/2008	43,560.00	45,744.00	Grant 7/1 Salary Increase
Talent Search	Manuel Sanchez	Academic Coordinator	07/01/2007	08/31/2007	32,832.00	33,468.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Heather Alms	Office Coordinator	07/01/2007	06/30/2008	28,632.00	29,640.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Stephanie Elliott	Coordinator, Education	07/01/2007	08/31/2008	41,160.00	42,396.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Lindsay Garrison	Teacher	07/01/2007	10/31/2007	29,088.00	29,688.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Holly Hatcher	Administrative Coordinator	07/01/2007	06/30/2008	33,264.00	33,936.00	Grant 7/1 Salary Increase
Training/Technical Assistance Svcs	Cynthia Sprouse	Administrative Coordinator	07/01/2007	06/30/2008	30,336.00	31,560.00	Grant 7/1 Salary Increase
Upward Bound	Linda Gaines	Director	07/01/2007	08/31/2008	49,440.00	50,436.00	Grant 7/1 Salary Increase
Upward Bound	Carol Lee	Office Associate	07/01/2007	08/31/2008	22,392.00	22,848.00	Grant 7/1 Salary Increase

PERSONNEL CHANGES – GRANTS
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Biology	Tia Hughes	Research Assistant	05/01/2007	04/30/2008	28,668.00	30,108.00	Grant FY Salary Increase
Biology	Bryan Mason	FT PNF 00	06/01/2007	05/31/2008	31,212.00	32,460.00	Grant FY Salary Increase
Biology	Bridget Sutton	Research Assistant	05/01/2007	04/30/2008	28,668.00	29,820.00	Grant FY Salary Increase
Upward Bound	Carol Lee	Office Associate	07/01/2007	08/31/2008	22,848.00	23,352.00	Degree/Certification
Agriculture	Naomi Rowland	Research Technician	05/01/2007	05/31/2008	32,556.00	36,000.00	Transfer
Training/Technical Assistance Svcs	Alisa Ghazvini	MP PT PNF 00	04/01/2007	06/30/2007	43,822.08	84,912.00	Temporary Rate Increase
Folk Studies & Anthropology	Leisha Leech	CRM Field Specialist	06/01/2007	07/31/2007			Unpaid Leave of Absence

PERSONNEL CHANGES – STAFF

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Agricultural Exposition Center	Rita Hill	BW PT Clerical 00	05/23/2007			7.00	Initial Appointment
Art	Jenny Saltzman	BW PT Maint 00	04/25/2007			10.00	Initial Appointment
Art	Brittany Wick	BW PT Maint 00	04/20/2007			10.00	Initial Appointment
Athletic Facilities	James Morrison	BW PT Maint 00 (Other)	05/01/2007	04/30/2008		7.00	Initial Appointment
Controller	Sophie McAdams	Staff Accountant	06/04/2007			40,692.00	Initial Appointment
Desktop Support	Adam VanSickle	BW PT Temp Tech 00	05/28/2007	01/31/2008		14.00	Initial Appointment
Distance Learning	Kennina Porter	Instructional Sup. Specialist	04/09/2007			25,080.00	Initial Appointment
Facilities Management	Cory Meador	HVAC Technician	05/07/2007			13.50	Initial Appointment
Forensics	Benjamin Robin	Assistant Coach	07/01/2007			28,404.00	Initial Appointment
Health & Fitness Lab	Seth O'Dell	BW PT Tech 00	04/25/2007			20.00	Initial Appointment
Health Services	Tina Anderson	Medical Assistant	04/16/2007			28,008.00	Initial Appointment
Health Services	Olga Milstead	Staff Nurse, LPN	04/18/2007			29,520.00	Initial Appointment
Health Services	Conrad Reed	BW PT Temp Tech 00	05/29/2007	12/18/2007		10.00	Initial Appointment
Honors Program	Amy Casebolt	Office Associate	05/07/2007			26,016.00	Initial Appointment
Honors Program	Amy Chester	Academic Advisor	06/01/2007			33,000.00	Initial Appointment
Honors Program	Lindsey Thurman	Admissions Counselor	07/02/2007			28,008.00	Initial Appointment
Housing & Residence Life	Randall Bogard	Coordinator	07/09/2007			29,004.00	Initial Appointment
Housing & Residence Life	Lindsey Gilmore	Assistant Residence Hall Director	07/16/2007			14,016.00	Initial Appointment
Housing & Residence Life	Marybeth Woodall	Assistant Residence Hall Director	07/16/2007			14,016.00	Initial Appointment
Interactive Video Services	William Hughes	IVS Engineer	05/01/2007			45,000.00	Initial Appointment
Men's Football	Nicholas Uhlenhopp	Director, Football Operations	04/30/2007			35,004.00	Initial Appointment
Planning, Design & Construction	Vicki Coots	Project Manager, Renovation	07/09/2007			50,004.00	Initial Appointment
Planning, Design & Construction	Kerra Ogden	Project Manager Capital Constr	06/04/2007			62,508.00	Initial Appointment
Police	John Bailey	Police Officer	05/14/2007			31,488.00	Initial Appointment
Police	Leslie Douglas	Communications Officer	04/30/2007	04/29/2008		21,000.00	Initial Appointment
Student Technology	Brandon Peters	Info Technology Consultant	06/01/2007			36,000.00	Initial Appointment
Student Technology	Jason Smith	Info Technology Consultant	06/01/2007			36,000.00	Initial Appointment
University Centers	Joshua Holt	BW PT Temp Maint 00	06/04/2007	06/04/2008		9.00	Initial Appointment
VP for Information Technology	Donetta Hodges	Manager, Budgets and Resources	06/11/2007			50,004.00	Initial Appointment
Women's Volleyball	Ashly Miller	Assistant Coach	05/18/2007			26,400.00	Initial Appointment
Academic Advising and Retention Ctr	Kevin Thomas	Assistant Director	06/11/2007			40,008.00	Rehire
Career Services Center	Jane Morris	Office Assistant	04/09/2007			22,200.00	Rehire
Men's Football	Mark Harris	BW Temp Maint 00	06/08/2007	06/03/2008		14.36	Rehire

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Admin. Systems and Applications	Aaron Harris	MN Temp PNF 00	04/10/2007	08/31/2007	40,008.00	40,008.00	Reappointment
Associate VP for Campus Services	James Somers	BW PT Tech 00	07/01/2007	06/30/2008	36.54	38.01	Reappointment
Career Services Center	Sharon Williams	MN PNF 00	07/01/2007	07/27/2007	31,008.00	31,008.00	Reappointment
Counseling and Student Affairs	Elliott Sewell	BW PT Temp Clerical 00	05/16/2007	12/19/2007	8.00	8.00	Reappointment
Curriculum & Instruction	Roger Pankratz	MN PT PNF 00	07/01/2007	06/30/2008	78,168.00	81,816.00	Reappointment
Dean Graduate Study	Barbara Chaffin	BW PT Temp Clerical 00	05/22/2007	11/21/2007	10.00	10.00	Reappointment
Dean Graduate Study	Julie Harris	BW PT Temp Clerical 00	05/30/2007	11/29/2007	10.00	10.00	Reappointment
Health & Fitness Lab	Kristin Howard	BW PT Tech 00	06/02/2007		15.45	15.45	Reappointment
Materials Characterization - POD	Dong Li	Laboratory Manager	07/01/2007	07/31/2007	42,240.00	42,240.00	Reappointment
Physical Education & Recreation	Vicki Wilson	BW PT Temp Clerical 00	05/16/2007	11/16/2007	8.50	8.50	Reappointment
Student Activity, Org & Leadership	Katherine Stacks	BW PT Temp Clerical 00	05/16/2007	06/04/2007	10.00	10.00	Reappointment
University Centers	Parker Newsom	BW PT Temp Maint 00	06/02/2007	06/02/2008	9.00	9.00	Reappointment
Police	Craig Sutter	Police Officer	05/15/2007		36,240.00	34,584.00	Reassignment
Academic Advising and Retention Ctr	Brooke Palmer	Academic Advisor	04/09/2007		15.00	33,000.00	Status Change
Allied Health - Dental Hygiene	Tammi Farrell	Office Associate	05/16/2007		24,864.00	23,040.00	Status Change
Athletic Facilities	Leslie Forsythe	Coordinator II	05/01/2007	04/30/2008	7.00	30,000.00	Status Change
Building Services	Malisha Breakfield	Building Services Attendant	05/14/2007		7.18	7.50	Status Change
Building Services	Larry Casey	Building Services Attendant	05/14/2007		7.18	7.50	Status Change
Building Services	Misty Craft	Building Services Attendant	05/14/2007		7.18	7.50	Status Change
Building Services	Jessica Key	Building Services Attendant	05/07/2007		7.00	7.80	Status Change
Building Services	Mary Pedigo	Building Services Attendant	04/09/2007		7.00	8.61	Status Change
Community College	Jack Moeller	Coord, Learning Assistance Ctr	07/01/2007		35,028.00	42,816.00	Status Change
Dean Graduate Study	Clarissa Priddy	Coord, Graduate Admissions	05/01/2007		25,992.00	30,000.00	Status Change
Extended Campus-Glasgow	Justin Pedigo	BW Temp Maint 00	05/28/2007	05/27/2008	5.15	10.00	Status Change
Extended Learning & Outreach (DELO)	Elizabeth Main	Marketing Specialist	06/01/2007		35,016.00	36,012.00	Status Change
Housing & Residence Life	Jennifer Ballard	Residence Hall Director	07/01/2007		20,760.00	21,600.00	Status Change
Housing & Residence Life	Crystal Hardeman	Residence Hall Director	07/01/2007		20,760.00	21,600.00	Status Change
Housing & Residence Life	Amber Kiser	Asst Residence Hall Director	07/01/2007		13,320.00	14,112.00	Status Change
Journalism & Broadcasting	Colby Westerfield	Manager, Computer Lab	06/18/2007		14.50	32,712.00	Status Change
Libraries	Diana McQuady	Writer-in-Residence	05/21/2007	05/20/2008	9.27	17,520.00	Status Change
Men's Basketball	Christopher Berry	Assistant Coach	07/01/2007		8.50	45,000.00	Status Change
Police	Leslie Douglas	Communications Officer	06/01/2007		21,000.00	21,000.00	Status Change

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Combustion Lab Center Prof Services	Yan Cao	Ast Dir/Research & Development	01/01/2007		57,756.00	66,384.00	Reclassification
Combustion Lab Center Prof Services	Chein-Wei Chen	Asst Dir/Analytical Dev	01/01/2007		43,200.00	56,604.00	Reclassification
Combustion Lab Center Prof Services	I-Ting Chen	Assistant Director, Operations	01/01/2007		50,484.00	61,236.00	Reclassification
Combustion Lab Center Prof Services	Chin-Min Cheng	Manager, Lab/Emission Control	01/01/2007		42,516.00	51,264.00	Reclassification
Environmental Health & Safety	Luke Bramblett	Coordinator, OSHA Compliance	07/01/2007		49,440.00	51,420.00	Reclassification
Extended Learning & Outreach (DELO)	Linda Jones	Program Specialist	07/01/2007		24,216.00	26,520.00	Reclassification
Extended Learning & Outreach (DELO)	Derek Olive	Assistant Manager, Conf Center	07/01/2007		32,520.00	38,004.00	Reclassification
Extended Learning & Outreach (DELO)	Marilyn Pardue	Program Director	07/01/2007		37,848.00	41,676.00	Reclassification
Extended Learning & Outreach (DELO)	R. Sue Parrigin	Manager, Conference Center	07/01/2007		42,672.00	46,944.00	Reclassification
Extended Learning & Outreach (DELO)	Alicia Pirtle	Summer Sessions Specialist	07/01/2007		23,256.00	27,504.00	Reclassification
Extended Learning & Outreach (DELO)	Laura Ricke	Cohort Programs Director	07/01/2007		37,932.00	41,724.00	Reclassification
Extended Learning & Outreach (DELO)	Sharon Woodward	Program Director, Continuing Ed	07/01/2007		38,964.00	42,864.00	Reclassification
Geography & Geology	Wendy DeCroix	Office Coordinator	01/01/2007		26,400.00	26,400.00	Reclassification
Housing & Residence Life	Tara Goodlett	Coordinator, Student Programs	07/01/2007		27,636.00	31,008.00	Reclassification
HVAC Plant Operations	Rooks Howard	Supervisor, Zone Maintenance	07/01/2007		23.00	24.44	Reclassification
HVAC Plant Operations	Kimmy Givens	Supervisor, Zone Maintenance	07/01/2007		20.10	22.20	Reclassification
Interactive Video Services	Tamela Smith	Manager	07/01/2007		43,440.00	48,204.00	Reclassification
Planning, Design & Construction	Stephen Newton	Coord, Construction Documents	07/01/2007		29,580.00	32,508.00	Reclassification
Planning, Design & Construction	Natasha Smith	Sr Project Manager, Renovation	07/01/2007		46,464.00	57,996.00	Reclassification
Student Financial Assistance	Cathy Alewine	Special Programs Coordinator	07/01/2007		28,200.00	31,848.00	Reclassification
Student Financial Assistance	Ometha Doss	Financial Aid Associate	07/01/2007		25,176.00	28,392.00	Reclassification
Student Publications	Sherry West	Office Coordinator	07/01/2007		29,760.00	33,000.00	Reclassification
University Bookstore	John David Carner	Bookstore Buyer	07/01/2007		11.29	12.46	Reclassification
University Bookstore	Ivan Gibson	Bookstore Buyer	07/01/2007		11.29	12.46	Reclassification
University Bookstore	Joe Will Meng	Bookstore Buyer	07/01/2007		11.54	12.46	Reclassification
Extended Campus E-town/Ft. Knox	Beatrice Cobb	Military Programs Counselor	07/01/2007		29,124.00	29,832.00	Degree/Certification Sal Inc.
HVAC Plant Operations	Kayla Howard	Supervisor, Energy Mgmt	05/01/2007			\$600.00/Lump Sum	Degree Certification Sal Inc.
Interactive Video Services	Kristi Costellow	Assistant Manager	06/30/2007			\$300.00/Lump Sum	Degree/Certification Sal Inc.
International Programs	Andrea Ford	Office Associate	06/30/2007			\$500.00/Lump Sum	Degree/Certification Sal Inc.
Journalism & Broadcasting	LySandra Bowles	Advising Associate	07/01/2007			\$300.00/Lump Sum	Degree/Certification Sal Inc.
Nursing	Sonya House	Coordinator, Clinical Education	06/30/2007			\$700.00/Lump Sum	Degree/Certification Sal Inc.
Parking & Transportation Svcs	Rita Gregory	Data Associate	07/01/2007		24,348.00	24,864.00	Degree/Certification Sal Inc.
WKU Police	Michael Miciotto	Police Officer	07/01/2007		34,152.00	34,656.00	Degree/Certification Sal Inc.
President's Office	Adrianne Browning	Administrative Assistant	06/01/2007			\$500.00/Lump Sum	Degree/Certification Sal Inc.
Provost & VP Academic Affairs Office	Ladonna Hunton	Manager, Academic Resources	07/01/2007		62,724.00	63,432.00	Degree/Certification Sal Inc.
Registrar's Office	Rheanna Plemons	Assistant Registrar	05/01/2007		43,668.00	44,376.00	Degree/Certification Sal Inc.
Student Activities & Organizations	Charles Pride	Director	07/01/2007		56,916.00	58,116.00	Degree/Certification Sal Inc.
Student Disability Services	Matthew Davis	Coordinator	07/01/2007		31,668.00	32,376.00	Degree/Certification Sal Inc.
Student Financial Assistance	Ashley Pinson	Financial Aid Assistant	04/01/2007		22,128.00	22,632.00	Degree/Certification Sal Inc.

PERSONNEL CHANGES – STAFF
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Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Athletics	Paula Davids	BW PT Clerical 00	07/01/2007		6.18	6.24	Fiscal Yr. Hrly. Rate Increase
Athletics	George French	BW PT Maint 00 (Other)	07/01/2007		8.00	8.32	Fiscal Yr. Hrly. Rate Increase
Bookstore	William Duncan	BW PT Clerical 00	07/01/2007		8.19	8.43	Fiscal Yr. Hrly. Rate Increase
Bookstore	Freddie Nallia	BW PT Clerical 00	07/01/2007		9.27	9.64	Fiscal Yr. Hrly. Rate Increase
Bookstore	Robert Napier	BW PT Clerical 00	07/01/2007		11.02	11.46	Fiscal Yr. Hrly. Rate Increase
Bookstore	Alice Siddens	BW PT Clerical 00	07/01/2007		9.12	9.49	Fiscal Yr. Hrly. Rate Increase
Campus Services	Keith Martin	BW PT Maint 00	07/01/2007		6.89	7.10	Fiscal Yr. Hrly. Rate Increase
Campus Services	L. J. Reagan	BW PT Maint 00	07/01/2007		8.30	8.63	Fiscal Yr. Hrly. Rate Increase
Cheerleader/Topperettes	Tom Jones	BW PT Maint 00 (Other)	07/01/2007		10.00	10.40	Fiscal Yr. Hrly. Rate Increase
Cheerleader/Topperettes	Stephanie Pennington	BW PT Maint 00 (Other)	07/01/2007		10.00	10.40	Fiscal Yr. Hrly. Rate Increase
College Heights Foundation	Sue Miller	Part Time Clerical	07/01/2007		19.04	20.18	Fiscal Yr. Hrly. Rate Increase
Dean Graduate Study	Barbara Chaffin	BW PT Temp Clerical 00	07/01/2007	11/21/2007	10.00	10.40	Fiscal Yr. Hrly. Rate Increase
Dean Graduate Study	Julie Harris	BW PT Temp Clerical 00	07/01/2007	11/29/2007	10.00	10.40	Fiscal Yr. Hrly. Rate Increase
Distance Learning	Leyla Zhuhadar	BW PT Temp Tech 00	07/01/2007		22.66	23.57	Fiscal Yr. Hrly. Rate Increase
DL Extended Campus Support	Carole Runyon	BW PT Tech 00	07/01/2007		9.00	9.36	Fiscal Yr. Hrly. Rate Increase
Event Planning	Cynthia Kimbler	BW PT Clerical 00	07/01/2007		12.00	12.48	Fiscal Yr. Hrly. Rate Increase
Extended Campus Library Operations	Connie Clary	BW Lib PT Clerical 00	07/01/2007		10.00	10.40	Fiscal Yr. Hrly. Rate Increase
Extended Campus Library Operations	Barbara Copass	BW Lib PT Clerical 04	07/01/2007		9.38	9.76	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Elizabethtown	Gwyn Sutherland	BW PT Tech 00	07/01/2007		10.08	10.48	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Glasgow	Nancy Kirk	BW PT Maint 00	07/01/2007		8.58	8.92	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Glasgow	Charlette Koger	BW PT Tech 00	07/01/2007		10.02	10.42	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Glasgow	Lois Ryan	BW PT Clerical 00	07/01/2007		10.49	10.91	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Glasgow	William Thomas	BW PT Tech 00	07/01/2007		10.49	10.91	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Owensboro	Michael Gilmore	BW PT Maint 00	07/01/2007		9.42	9.80	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Owensboro	Jennifer Jackson	BW PT Tech 00	07/01/2007		10.08	10.48	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Owensboro	Karen Morris	BW PT Clerical 00	07/01/2007		9.90	10.30	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Owensboro	Steven Rice	BW PT Tech 00	07/01/2007		9.70	10.09	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Owensboro	Susan Rice	BW PT Tech 00	07/01/2007		9.42	9.80	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Owensboro	Judy Rouse	BW PT Clerical 00	07/01/2007		10.21	10.62	Fiscal Yr. Hrly. Rate Increase
Extended Campus-Owensboro	Druessa Williams	BW PT Tech 00	07/01/2007		10.08	10.48	Fiscal Yr. Hrly. Rate Increase
Extended Learning & Outreach (DELO)	Diana Jones	BW PT Clerical 00	07/01/2007		12.66	13.17	Fiscal Yr. Hrly. Rate Increase
Gordon Ford College of Business	Billie Johnson	BW PT Clerical 00	07/01/2007		10.49	10.91	Fiscal Yr. Hrly. Rate Increase
Institute for Rural Health	Bonny Petty	BW PT Temp Tech 00	07/01/2007		20.25	21.06	Fiscal Yr. Hrly. Rate Increase
Kentucky Library & Museum	Murry Cherry	BW Lib PT Tech 00	07/01/2007		9.00	9.36	Fiscal Yr. Hrly. Rate Increase
Kentucky Library & Museum	Victor Fife	BW Lib PT Clerical 00	07/01/2007		9.45	9.83	Fiscal Yr. Hrly. Rate Increase
Libraries	Nada Durham	BW Lib PT Clerical 08	07/01/2007		20.00	20.80	Fiscal Yr. Hrly. Rate Increase
Libraries	Phillip Edwards	BW Lib PT Clerical 00	07/01/2007		9.37	9.74	Fiscal Yr. Hrly. Rate Increase
Libraries	Mary Groves	BW Lib PT Clerical 04	07/01/2007		11.26	11.71	Fiscal Yr. Hrly. Rate Increase
Libraries	Janice Renusch	BW PT Clerical 00	07/01/2007		9.38	9.76	Fiscal Yr. Hrly. Rate Increase

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Library Public Services	Janet Cline	BW Lib PT Clerical 06	07/01/2007		12.88	13.40	Fiscal Yr. Hrly. Rate Increase
Library Public Services	Robbin McGinnis	BW Lib PT Clerical 08	07/01/2007		22.88	23.80	Fiscal Yr. Hrly. Rate Increase
Library Public Services	Gayle Novick	BW Lib PT Clerical 00	07/01/2007		9.60	9.98	Fiscal Yr. Hrly. Rate Increase
Library Public Services	Robert Thornton	BW Lib PT Clerical 05	07/01/2007		12.08	12.56	Fiscal Yr. Hrly. Rate Increase
Library Public Services	Michael Vincent	BW Lib PT Clerical 04	07/01/2007		9.57	9.65	Fiscal Yr. Hrly. Rate Increase
Library Public Services	Anna Wilson	BW Lib PT Clerical 04	07/01/2007		9.38	9.76	Fiscal Yr. Hrly. Rate Increase
Library Public Services	Barbara Withrow	BW Lib PT Clerical 06	07/01/2007		11.52	11.98	Fiscal Yr. Hrly. Rate Increase
Library Special Collections	Julian Durbin	BW Lib PT Clerical 00	07/01/2007		6.61	6.87	Fiscal Yr. Hrly. Rate Increase
Library Special Collections	Mary Oppitz	BW Lib PT Clerical 00	07/01/2007		6.61	6.87	Fiscal Yr. Hrly. Rate Increase
Library Special Collections	Sally Strickler	BW Lib PT Clerical 00	07/01/2007		6.61	6.87	Fiscal Yr. Hrly. Rate Increase
Men's Football	Julie Fryia	BW PT Clerical 00	07/01/2007		13.40	13.94	Fiscal Yr. Hrly. Rate Increase
Men's Soccer	Sean Helliwell	BW PT Tech 00	07/01/2007		10.00	10.40	Fiscal Yr. Hrly. Rate Increase
Men's Swimming	Alan Pfau	BW PT Maint 00 (Other)	07/01/2007		11.70	12.17	Fiscal Yr. Hrly. Rate Increase
Parking Services	Charlotte McDaniel	BW PT Maint 00	07/01/2007		9.50	9.88	Fiscal Yr. Hrly. Rate Increase
Postal Services	Herbert Benningfield	BW PT Maint 00	07/01/2007		10.10	10.50	Fiscal Yr. Hrly. Rate Increase
President's Home	Yvonne Potter	BW PT Maint 00	07/01/2007		16.67	17.34	Fiscal Yr. Hrly. Rate Increase
Social Work	Emily Gouvas	BW PT Clerical 00	07/01/2007		9.75	10.20	Fiscal Yr. Hrly. Rate Increase
Sponsored Programs	Duncan Faxon	BW PT Tech 00	07/01/2007		32.89	34.21	Fiscal Yr. Hrly. Rate Increase
Student Financial Assistance	Phyllis Bessette	BW PT Temp Clerical 00	07/01/2007		15.00	15.60	Fiscal Yr. Hrly. Rate Increase
Student Publications	Jo Thompson	BW PT Clerical 00	07/01/2007		22.59	23.49	Fiscal Yr. Hrly. Rate Increase
Transit Services	Willard Montgomery	BW PT Maint 00	07/01/2007		9.50	9.88	Fiscal Yr. Hrly. Rate Increase
University Centers	Natalie Croney	BW PT Temp Maint 00	07/01/2007	08/21/2007	9.00	10.00	Fiscal Yr. Hrly. Rate Increase
University Centers	William Elliott	BW PT Maint 00	07/01/2007	08/16/2007	7.00	8.50	Fiscal Yr. Hrly. Rate Increase
University Centers	Kristina Garvey	BW PT Temp Maint 00	07/01/2007	08/30/2007	7.50	10.00	Fiscal Yr. Hrly. Rate Increase
University Centers	Parker Newsom	BW PT Temp Maint 00	07/01/2007	06/02/2008	9.00	10.00	Fiscal Yr. Hrly. Rate Increase
University Centers	Stacy Weber	BW PT Temp Maint 00	07/01/2007	11/04/2007	8.00	8.50	Fiscal Yr. Hrly. Rate Increase
University Centers	Emily Williams	BW PT Maint 00	07/01/2007		9.00	10.00	Fiscal Yr. Hrly. Rate Increase
WKU Foundation	Christina Bratcher	BW PT Clerical 00	07/01/2007		10.00	10.25	Fiscal Yr. Hrly. Rate Increase
WKU Foundation	Elashia Martin	BW PT Clerical 00	07/01/2007		12.30	12.75	Fiscal Yr. Hrly. Rate Increase
Advancement Services	Cindy Hancock	Office Assistant	07/01/2007		21,648.00	23,664.00	Fiscal Year Salary Increase
Advancement Services	Melissa Johnson	Office Assistant	07/01/2007		25,152.00	27,168.00	Fiscal Year Salary Increase
Advancement Services	Betty Keown	Records Associate	07/01/2007		28,392.00	30,408.00	Fiscal Year Salary Increase
Advancement Services	Emily McCallister	Office Assistant	07/01/2007		21,648.00	23,664.00	Fiscal Year Salary Increase
Advancement Services	Naren Meredith	Office Assistant	07/01/2007		24,840.00	26,856.00	Fiscal Year Salary Increase
Allied Health	Tammi Farrell	Office Associate	07/01/2007		23,040.00	23,736.00	Fiscal Year Salary Increase
Athletics	Deborah Carroll	Business Operations Specialist	07/01/2007		31,332.00	35,004.00	Fiscal Year Salary Increase
Athletics	Pamela Herriford	Associate Director	07/01/2007		65,628.00	70,224.00	Fiscal Year Salary Increase
Athletic Facilities	A. Craig Biggs	Associate Director	07/01/2007		50,004.00	53,004.00	Fiscal Year Salary Increase

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Athletic Trainer	Sheri Harris	Assistant Athletic Trainer	07/01/2007		28,644.00	30,936.00	Fiscal Year Salary Increase
Athletic Trainer	Paula Upright	Assistant Athletic Trainer	07/01/2007		35,736.00	38,592.00	Fiscal Year Salary Increase
Auxiliary Services	Gary Meszaros	Director	07/01/2007		84,972.00	93,468.00	Fiscal Year Salary Increase
Budget	Kimberly Reed	Manager	07/01/2007		65,028.00	67,632.00	Fiscal Year Salary Increase
Building Services	Kathy Day	Supv, Building Services	07/01/2007		14.91	15.66	Fiscal Year Salary Increase
Building Services	Betty Flora	Team Leader, Building Services	07/01/2007		12.03	12.56	Fiscal Year Salary Increase
Building Services	Robin Kennedy-Shulda	Team Leader, Building Services	07/01/2007		10.06	10.36	Fiscal Year Salary Increase
Cave & Karst Studies	Lisa Haynes	Office Coordinator	07/01/2007	06/30/2008	26,496.00	27,552.00	Fiscal Year Salary Increase
College of Health & Human Services	Angelyn Drexler	CPR Training Coordinator	07/01/2007		28,296.00	29,424.00	Fiscal Year Salary Increase
College Heights Foundation	Mary Sample	MN PNF 00	07/01/2007		154.70/day	163.98/day	Fiscal Year Salary Increase
Development	John Paul Blair	Asst Vice President, Major Gifts	07/01/2007		98,184.00	104,040.00	Fiscal Year Salary Increase
Educational Television Services	Erik Costa	TV Engineer	07/01/2007		48,600.00	50,004.00	Fiscal Year Salary Increase
Educational Television Services	Roger Hall	Chief Broadcast Engineer	07/01/2007		63,000.00	65,400.00	Fiscal Year Salary Increase
Extended Learning & Outreach (DELO)	Mary Cole	Business Manager	07/01/2007		50,004.00	54,000.00	Fiscal Year Salary Increase
Extended Learning & Outreach (DELO)	Elizabeth Laves	Assistant to the Dean	07/01/2007		60,564.00	65,400.00	Fiscal Year Salary Increase
Facilities Management	David Poteet	Building Services Attendant	07/01/2007		7.50	7.80	Fiscal Year Salary Increase
Hilltopper Athletic Foundation	Elizabeth Brown	Membership Services Associate	07/01/2007		25,512.00	27,024.00	Fiscal Year Salary Increase
Hilltopper Athletic Foundation	James Clark	Associate Director	07/01/2007		72,108.00	75,000.00	Fiscal Year Salary Increase
Hilltopper Athletic Foundation	Darian Westerfield	Associate Director	07/01/2007		43,260.00	44,988.00	Fiscal Year Salary Increase
Human Resources	Patricia Booth	Mgr, HR Info Systems Support	07/01/2007		43,236.00	45,828.00	Fiscal Year Salary Increase
Men's Baseball	Christopher Finwood	Head Athletic Coach	07/01/2007		77,244.00	83,424.00	Fiscal Year Salary Increase
Men's Football	Michael Chism	Assistant Coach	07/01/2007		27,000.00	39,996.00	Fiscal Year Salary Increase
Men's Football	Michael Dietzel	Defensive Coordinator	07/01/2007		61,800.00	75,000.00	Fiscal Year Salary Increase
Men's Football	David Elson	Head Athletic Coach	07/01/2007		150,000.00	174,996.00	Fiscal Year Salary Increase
Men's Football	Stuart Holt	Assistant Coach	07/01/2007		23,700.00	39,996.00	Fiscal Year Salary Increase
Men's Football	Cary Marquell	Assistant Coach	07/01/2007		36,048.00	50,004.00	Fiscal Year Salary Increase
Men's Football	Eric Mathies	Assistant Coach	07/01/2007		36,048.00	50,004.00	Fiscal Year Salary Increase
Men's Football	James Nowell	Head Strength/Cond Coach	07/01/2007	02/14/2008	53,568.00	75,000.00	Fiscal Year Salary Increase
Men's Football	J. Walter Wells	Assistant Coach	07/01/2007		51,504.00	69,996.00	Fiscal Year Salary Increase
Men's Football	Terry J. Weist	Offensive Coordinator	07/01/2007		61,800.00	75,000.00	Fiscal Year Salary Increase
Parking & Transportation	Wendi Carr	Customer Service Rep.	07/01/2007		24,564.00	25,308.00	Fiscal Year Salary Increase
Plant Operations	Ben Spitler	Sr Skilled Trades Technician	07/01/2007		12.90	13.26	Fiscal Year Salary Increase
Plant Operations	William Stewart	Sr Skilled Trades Technician	07/01/2007		13.65	13.95	Fiscal Year Salary Increase
Provost & VP Academic Affairs	Richard C. Miller	Associate Vice President	07/01/2007		115,008.00	125,088.00	Fiscal Year Salary Increase
Registrar's Office	JoAnn Ashley	Student Records Associate	07/01/2007		24,000.00	24,672.00	Fiscal Year Salary Increase
Registrar's Office	Rheanna Plemons	Assistant Registrar	07/01/2007		44,376.00	46,140.00	Fiscal Year Salary Increase
Social Work	Marsha Hopper	Office Associate	07/01/2007	06/30/2008	21,624.00	22,512.00	Fiscal Year Salary Increase
Strength & Conditioning	Duane Hall	Assistant Coach	07/01/2007		33,756.00	35,784.00	Fiscal Year Salary Increase

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Student Affairs	Donna Gregory	Coordinator/Assessment/Planning	07/01/2007		30,300.00	32,112.00	Fiscal Year Salary Increase
Student Financial Assistance	Ashley Pinson	Financial Aid Assistant	07/01/2007		22,632.00	23,616.00	Fiscal Year Salary Increase
Student Technology	Joshua Marble	Information Tech Consultant	07/01/2007		32,532.00	38,016.00	Fiscal Year Salary Increase
Swimming	Bruce Marchionda	Head Athletic Coach	07/01/2007		59,808.00	63,408.00	Fiscal Year Salary Increase
University Centers	Mindy Johnson	Program Coordinator	07/01/2007		30,900.00	32,136.00	Fiscal Year Salary Increase
University Relations	Robert Edwards	Assistant Vice President	07/01/2007		90,072.00	95,472.00	Fiscal Year Salary Increase
WKU Foundation	Susan Ingram	Accounts Associate	07/01/2007		24,984.00	26,832.00	Fiscal Year Salary Increase
WKU Foundation	Paula Jarboe	Trust Accountant	07/01/2007		62,796.00	66,300.00	Fiscal Year Salary Increase
WKU Foundation	Heather Pruitt	Accounts Associate	07/01/2007		26,160.00	28,200.00	Fiscal Year Salary Increase
Women's Softball	Kristine Himes	Assistant Coach	07/01/2007		28,176.00	33,300.00	Fiscal Year Salary Increase
Women's Softball	Rachel Lawson	Head Athletic Coach	07/01/2007		42,240.00	47,004.00	Fiscal Year Salary Increase
WKU Police	Robert Boyden	Police Officer	07/01/2007		31,344.00	34,440.00	Salary Increase KLEF
WKU Police	Rafael Casas	Crime Prevention Training Sgt	07/01/2007		40,248.00	43,344.00	Salary Increase KLEF
WKU Police	Tyler Clark	Police Officer	07/01/2007		28,968.00	32,064.00	Salary Increase KLEF
WKU Police	Robert Deane	Chief of Police	07/01/2007		80,028.00	83,124.00	Salary Increase KLEF
WKU Police	Ryan Dillon	Police Officer	07/01/2007		28,968.00	32,064.00	Salary Increase KLEF
WKU Police	Mike Dowell	Comm Staff Svc Commander Cpt	07/01/2007		46,896.00	49,992.00	Salary Increase KLEF
WKU Police	Roman Gutierrez	Police Officer	07/01/2007		31,344.00	34,440.00	Salary Increase KLEF
WKU Police	Joe Harbaugh	Professional Standards ComdrCpt	07/01/2007		45,360.00	48,456.00	Salary Increase KLEF
WKU Police	Kerry Hatchett	Patrol Commander Cpt	07/01/2007		46,752.00	49,848.00	Salary Increase KLEF
WKU Police	Amanda Hulen	Police Officer	07/01/2007		29,256.00	32,352.00	Salary Increase KLEF
WKU Police	Brandon Humphries	Police Officer	07/01/2007		28,968.00	32,064.00	Salary Increase KLEF
WKU Police	Kemble Johnson	Police Officer	07/01/2007		30,408.00	33,504.00	Salary Increase KLEF
WKU Police	Daniel Lee McKinney	Investigations Commander Cpt	07/01/2007		44,304.00	47,400.00	Salary Increase KLEF
WKU Police	Michael Miciotto	Police Officer	07/01/2007		31,056.00	34,152.00	Salary Increase KLEF
WKU Police	Brandon Miller	Police Officer	07/01/2007		31,056.00	34,152.00	Salary Increase KLEF
WKU Police	Dominic Ossello	Police Officer	07/01/2007		31,344.00	34,440.00	Salary Increase KLEF
WKU Police	Ricky Powell	Shift Commander Sgt	07/01/2007		40,416.00	43,512.00	Salary Increase KLEF
WKU Police	David Skinner	Asst Shift Commander Officer	07/01/2007		32,904.00	36,000.00	Salary Increase KLEF
WKU Police	Craig Sutter	Police Officer	07/01/2007		32,808.00	35,904.00	Salary Increase KLEF
WKU Police	Mike Waldrop	Shift Commander Sgt	07/01/2007		41,784.00	44,880.00	Salary Increase KLEF
WKU Police	Mike Wallace	Field Op Commander Major	07/01/2007		61,848.00	64,944.00	Salary Increase KLEF
WKU Police	Brian Ward	Detective Investigations Sgt	07/01/2007		38,544.00	41,640.00	Salary Increase KLEF

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Advancement Services	Jeffrey Baynham	Manager	05/16/2007		37,116.00	52,008.00	Promotion
Building Services	Kimberly Haynes	Team Leader, Building Svcs	04/30/2007		8.63	10.65	Promotion
Building Services	Brenda Wilbert	Team Leader, Building Svcs	05/14/2007		7.73	9.28	Promotion
Educational Telecommunications	Erik Costa	TV Engineer	05/01/2007		43,512.00	48,600.00	Promotion
Facilities Management	Teresa Dunning	Supv, Building Services	05/14/2007		13.39	14.91	Promotion
Honors Program	Shane Bradley	Information Tech Consultant	05/21/2007		30,504.00	36,000.00	Promotion
Housing & Residence Life	Londa Holder	Residence Hall Director	07/01/2007		13,320.00	21,180.00	Promotion
Housing & Residence Life	Joianne Rodgers	Residence Hall Director	07/01/2007		13,608.00	21,180.00	Promotion
Housing & Residence Life	Elizabeth Silliman	Coordinator, HRL	07/01/2007		20,004.00	29,004.00	Promotion
Network and Computing Support	Jeffrey Stewart	Network Engineer	04/02/2007		42,024.00	46,500.00	Promotion
Plant Operations	Ben Spitler	Sr Skilled Trades Technician	04/30/2007		11.50	12.90	Promotion
Police	Daniel Lee McKinney	Investigations Commander (Cpt)	04/30/2007		41,616.00	41,616.00	Promotion
Police	Edward Rich	Shift Commander (Sgt)	07/01/2007		36,936.00	41,688.00	Promotion
Police	Mellisa Torrence	Communications Officer	06/25/2007	06/24/2008	9.67	21,000.00	Promotion
Police	Brian Ward	Detective Investigations (Sgt)	05/28/2007		36,912.00	36,912.00	Promotion
Provost/VP Academic Affairs	Dean Kahler	Associate Vice President	06/01/2007		81,108.00	111,000.00	Promotion
Research & Economic Development	Martha Basham	Office Coordinator	06/18/2007		23,136.00	28,536.00	Promotion
Combustion Lab Center Prof Services	John Smith	BW PT Tech 00	04/01/2007		115.36	99.10	Salary Decrease
Parking Services	Deborah Bowles	Office Associate	04/01/2007		26,988.00	27,480.00	Salary Increase
Physical Education & Recreation	Vicki Wilson	BW PT Temp Clerical 00	06/11/2007	11/16/2007	8.50	10.00	Salary Increase
Police	Daniel Lee McKinney	Investigations Commander (Cpt)	06/01/2007		41,616.00	45,480.00	Salary Increase
Police	Brian Ward	Detective Investigations (Sgt)	06/01/2007		36,912.00	40,296.00	Salary Increase
Hilltopper Athletic Foundation	C. Wood Selig	Stipend	07/01/2007	06/30/2008		7,500.00	Stipend
Institutional Advancement	Thomas Hiles	Stipend	07/01/2007	06/30/2008		50,000.00	Stipend
Student Financial Assistance	Cathy Stovall	Financial Aid Assistant	06/01/2007	06/30/2007	23,112.00	29,112.00	Temporary Rate Increase
Athletics	Darrell Horn	Assoc. Athletic Director/Bs Affs	07/01/2007			Budget	Title Change
Development	Krista Steenbergen	Senior Director of Development	07/01/2007		57,804.00	61,128.00	Title Change
Development	Leslie Watkins	Senior Director of Development	07/01/2007		57,660.00	60,972.00	Title Change
Human Resources	M. Brandon Higgins	Coordinator, Workers' Comp	07/01/2007		35,700.00	39,132.00	Title Change

PERSONNEL CHANGES – STAFF
(continued)

Organization	Employee	Title	Effective Date	End Date	Salary	Proposed Salary	Type Action
Building Services	Kathy Day	Supv, Building Services	04/02/2007		14.91	14.91	Transfer
Desktop Support	Stephen Lancaster	Desktop Support Consultant	06/18/2007		35,520.00	42,000.00	Transfer
International Programs & Projects	Derick Strobe	International Student Advisor	05/29/2007		28,008.00	34,008.00	Transfer
Plant Operations	William Stewart	Sr Skilled Trades Technician	04/30/2007		13.15	13.65	Transfer
Potter College Dean's Office	Rita McGuire	Office Associate	07/01/2007		23,856.00	27,552.00	Transfer
Student Technology	Kurt Fattic	Info Technology Consultant	06/01/2007		36,708.00	42,504.00	Transfer
University Centers	Cynthia Morris	Office Associate	05/07/2007		24,720.00	26,904.00	Transfer
Academic Affairs & Provost's Office	Luther Hughes	Associate Vice President		06/30/2007			Retirement
Building Services	Rosalyn Eckles	Building Services Attendant		04/30/2007			Retirement
Campus Services	Harold Taylor	Sr Auto Mechanic		04/30/2007			Retirement
Facilities Management	Linda Holder	Coord, Facility Services		04/30/2007			Retirement
Men's Basketball	Paul Sanderford	Assistant Coach		06/30/2007			Retirement
Parking Services	Nelson Minyard	Shuttle Bus Operator		04/30/2007			Retirement
Police	Pam Pryor	Communications Officer		05/31/2007			Retirement
Student Financial Assistance	Elaine Williams	Coord, Student Employment		05/31/2007			Retirement

The recommended personnel actions were presented by Chair Gray. Motion to approve as recommended was made by Ms. Roberts, seconded by Mr. Meyer, and carried unanimously with no discussion or questions.

AGENDA ITEM 8.1 - Approval of An Extension to the Employment Agreement between WKU and Dr. Don Swoboda

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

RECOMMENDATION: President Ransdell recommends the Board approve the Employment Agreement between Western Kentucky University and Donald W. Swoboda. (Attached to these minutes as EXHIBIT II.)

MOTION for approval of the Employment Agreement between Western Kentucky University and Donald W. Swoboda was made by Ms. Haskins, seconded by Mr. Meyer, and carried unanimously with no questions or comments.

AGENDA ITEM 8.2 - Approval of An Employment Agreement between WKU and Dr. Sharon Buzzard

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

RECOMMENDATION: President Ransdell recommends approval of the Employment Agreement between Western Kentucky University and Dr. Sharon Buzzard. (Attached to these minutes as EXHIBIT III.)

MOTION for approval of an Employment Agreement between Western Kentucky University and Dr. Sharon Buzzard was made by Mr. Meyer, seconded by Ms. Smith, and carried unanimously.

AGENDA ITEM 8.3 - Approval of Resolutions Honoring Retiring Faculty and Staff BOARD OF REGENTS.

FACULTY

WHEREAS, the following faculty members of Western Kentucky University are retiring or have retired during the 2006-007 academic year:

<u>Faculty Retiree</u>	<u>Department</u>	<u>Years of Service</u>
Dr. Alvin A. Bedel	Agriculture	30
Mr. James M. Bingham	Geography & Geology	42
Dr. Gabriel F. Buntzman	Management	23
Dr. Donald W. Collins	Curriculum & Instruction	13
Dr. Nicholas C. Crawford	Geography & Geology	31
Dr. Thad R. Crews	Physical Education & Recreation	33

Mr. John H. Darnell	Community College	14
Dr. Wade Ferguson	Management	22
Dr. Louella J. Fong	Consumer & Family Sciences	37
Dr. Ward Hellstrom	English	26
Dr. C. Wayne Higgins	Public Health	28
Dr. Paul D. Hill	Mathematics	5
Ms. Patricia M. Hodges	Library Special Collections	34
Ms. Wanda W. Key	Community College	15
Dr. John E. Long	Philosophy & Religion	33
Dr. Leroy Metze	Psychology	37
Mr. John Warren Oakes	Art	41
Dr. Sylvia C. Pulliam	University Experience	23
Ms. Linda R. Pulsinelli	Mathematics	35
Dr. Nancy L. Roberts	English	11
Dr. Edward L. Schoen	Philosophy & Religion	31
Ms. R. Elizabeth Volkman	Music	25
Dr. Arvin G. Vos	Philosophy & Religion	37
Dr. Joyce S. Wilder	Psychology	29
Dr. Thomas O. Wisley	Economics	22

WHEREAS, these faculty members have served Western Kentucky University faithfully, loyally, and professionally; and

WHEREAS, they have served the students of Western Kentucky University on a daily basis with warmth, understanding, and concern;

NOW, THEREFORE, BE IT RESOLVED that the University recognizes these individuals and *677 collective total years of service* to Western Kentucky University; and

BE IT FURTHER RESOLVED that the Board of Regents expresses its deep and heartfelt appreciation to these faculty members for their loyalty and devotion to this institution and their contributions to the betterment of Western Kentucky University and wishes them the best in their retirement.

Ordered at Bowling Green, Kentucky, this 13th day of July in the year of our Lord two thousand and seven.

STAFF

WHEREAS, the following staff members of Western Kentucky University are retiring or have retired during the 2006-07 academic year:

<u>Staff Retiree</u>	<u>Department</u>	<u>Years of Service</u>
Ms. Judy H. Craft	Facilities Management	28
Ms. Rosie K. Driver	Facilities Management	20
Ms. R. Dianne Eckles	Facilities Management	29
Ms. Sharon D. Ercey	Counseling & Testing Center	27
Ms. Beverly V. Goodrum	Office of the Registrar	15
Dr. Richard M. Greer	Counseling & Testing Center	27
Ms. L. Kaye Holder	Facilities Management	24
Dr. Luther B. Hughes	Academic Affairs	24
Ms. Charlene M. Manco	Training Projects	16
Ms. Patricia J. Murphy	Police Department	28
Ms. Rebecca Jean Owens	Facilities Management	15
Ms. Elizabeth K. Paris	Information Technology	28
Dr. John H. Petersen	International Programs	38
Ms. Pam Pryor	Police Department	22
Mr. Paul L. Sanderford	Men's Basketball	19
Ms. Geraldine Simmons	Facilities Management	26
Mr. Harold D. Taylor	Facilities Management	13

Mr. Donald R. Wade	IT Help Desk Operations	27
Ms. Carol C. White	Career Services Center	27
Ms. Elaine C. Williams	Student Financial Assistance	27

WHEREAS, these staff members have served Western Kentucky University faithfully, loyally, and professionally; and

WHEREAS, students, faculty, and staff of Western Kentucky University are cognizant and appreciative of the vital support and services of these members; and

WHEREAS, they have performed their responsibilities in a dedicated and professional manner;

NOW, THEREFORE, BE IT RESOLVED that the University recognizes these individuals and their *480 collective total years of service* to Western Kentucky University; and

BE IT FURTHER RESOLVED that the Board of Regents expresses its deep and heartfelt appreciation to these staff members for their loyalty and devotion to this institution and for their contributions to the betterment of the University and wishes them the best in their retirement.

Ordered at Bowling Green, Kentucky, this 13th day of July in the year of our Lord two thousand and seven.

Motion to approve the two resolutions honoring 2006-07 retiring members of the faculty and staff for a total of 1,157 collective years of dedicated service to WKU was made by Mr. Meyer, seconded by Ms. Hughes, and carried unanimously.

AGENDA ITEM 9 - President's Report

9.1 Approval: WKU Strategic Plan

Chair Gray noted that the Board spent the previous afternoon reviewing and editing the latest draft of the Strategic Plan. President Ransdell commented, "We will work in the days ahead to make the changes and adjustments that were discussed and recommended yesterday, and we'll be back to you in that regard. I will also be, as soon as we convene the new academic year, meeting with University Senate, Student Government, Staff Council, our Foundation Board, our Alumni Board, etc. with this Strategic Plan. Hopefully, I can meet with each of those groups before I do the faculty/staff opening convocation, so we will get back to you shortly, but we will be going to the printer at that point in time ready to distribute.

I would like to seek the Board's concurrence to approve the Strategic Plan given the discussion yesterday and the edits that will ensue; but rather than having a called meeting in another few weeks, prefer to seek your approval of the Strategic Plan given the adjustments we discussed yesterday."

Ms. Roberts moved to accept the Strategic Plan with the understanding that the corrections and changes that were discussed yesterday be incorporated into the plan that is finally presented to the faculty and staff. The motion was seconded by Ms. Haskins

Ms. Smith asked if the Board will see a copy before it goes to print to which the President responded "Yes."

The motion carried unanimously.

Secretary's Note: A copy of the Strategic Plan with the Board's edits is filed in the Board's official files.

9.1.1 Approval and Authorization: To enter into a Master Development Agreement with the City of Bowling Green, Warren County, and Alliance Corporation following approval and authorization of the Agreement by the Warren County Fiscal Court.

FACTS: Western Kentucky University properties currently adjoin an area that has been the subject of a Master Development Agreement approved by the City of Bowling Green on June 12, 2007. The Agreement will be submitted to the Warren County Fiscal Court for approval at the meeting of this body on July 20, 2007. A copy of the most current draft of the Agreement (which is also the version approved by the City) is attached. Essentially, the Agreement provides for creation of a Tax Increment Financing District through a public-private partnership to redevelop an area connecting WKU to downtown Bowling Green into a mixed-use economic development project.

An executive summary of the proposal is attached to the minutes as **EXHIBIT IV.**

Upon approval of the proposal by Warren County Fiscal Court, WKU will commit to an annual lease of 200 parking spaces in a proposed downtown parking structure for 15 years at \$250,000 per year, and at \$1 per year for an additional 15 years thereafter. In addition, the amounts currently planned and budgeted for renovation of Van Meter Hall and the construction of North Campus parking will be included in the TIF District for purposes of meeting the statutory requirements of the TIF legislation. Note, however, that these two projects and facilities, including all funds dedicated thereto, will remain under the sole authority and control of WKU at all times.

Time is of the essence in gaining the required approvals to move forward with the project outlined in the Agreement, which includes subsequent approval by the TIF Commission in Frankfort. Submission of the Agreement to the Commission cannot occur until all parties have committed to the Agreement.

RECOMMENDATION: That the Board of Regents authorize the President to enter into a Master Development Agreement with the City of Bowling Green, Warren County, and Alliance Corporation following approval and authorization of the Agreement by the Warren County Fiscal Court.

Dr. Ransdell commented on the Master Development Agreement stating, "There is a process under way in Bowling Green and Warren County and with the Commonwealth. The Kentucky General Assembly last spring authorized the creation of a statewide Tax Increment Financing procedure and outlined methods by which a community could create a TIF District that

needs to be approved locally by the City and County by which the TIF is structured; then there is a committee formed by state government to authorize such TIF agreements at the State level. So there are three steps of approval before developers are able to access incremental tax revenues to recover their costs or public-use properties.”

“The summary includes a map which shows the TIF boundaries in Bowling Green and the various blocks and the projected projects that will be part of the Signature TIF for Bowling Green. The Signature TIF is the terminology used to describe a TIF of \$200 million or more. There is a threshold at the \$200 million Signature TIF level that cause incentives that do exist for communities if a Tax Increment Financing plan falls below that threshold, so reaching the \$200 million threshold is important; and in fact, several local developers need those incentives for their business plans, not the least of which is the Fairmount Group, which is the developer for the project north of the Campus on Kentucky and Center Streets that we have discussed previously in our Board meeting. A lot of things are riding on Bowling Green rising to the level of Signature TIF.”

“How does it pertain to WKU? If you look at the map, it involves us in two ways. First, *it has been proposed that the Van Meter Auditorium renovation and our North Campus parking improvements be included within the TIF boundaries.* The Van Meter renovation and the North Campus parking are both among the vetoed projects; so as soon as they are authorized, we will proceed. Both are agency bond projects which we’re paying for out of the campus rebuilding fee and both are ready to go. The design work on Van Meter is nearly completed; the North Campus parking—gravel lots that are begging to be paved and landscaped—but we cannot proceed until we are authorized to do so; by including those variables in the TIF, it does help the community get to the \$200 million threshold, but it also is consistent with the public use and nature of much of the TIF and it’s also consistent with the arts, entertainment, and retail housing theme of the Bowling Green Signature TIF. We are pleased to participate in that regard; and because we are contiguous, it works well in that TIF footprint—those two projects are contiguous. The second commitment we have made verbally; in the absence of a formal TIF approval includes the downtown parking garage that is part of the total initiative. *We have agreed that we will lease 200 spaces in that parking garage for \$250,000 per year; and at the end of fifteen years, that would revert to \$1 per-year lease.* For the amount of money we would spend over that fifteen years, we

would be very hard pressed to build 200 parking places; let alone in a parking deck, and we need a commuter satellite parking facility north of the campus in the downtown area that would compliment the satellite parking area on the South Campus. That would, then, allow our Shuttle to run back and forth to downtown which would be good for the community.”

“I would seek Board authorization to enter into the Master Development Agreement given the terms I’ve just described to you and that are stated in the draft of the TIF Agreement that you have seen. If those circumstances change, then your authorization for me to proceed would be null and void.”

Motion to authorize the President to enter into a Master Development Agreement with the City of Bowling Green, Warren County, and Alliance Corporation following approval and authorization of the Agreement by the Warren County Fiscal Court was made by Mr. Meyer, seconded by Ms. Smith, and carried unanimously.

9.2 Capital Construction Project Status Report

John Osborne reviewed the Capital Construction Project Status Report which is found on pages 90-91 of the agenda booklet. A copy of this report is attached to these minutes as

EXHIBIT V.

AGENDA ITEM 10 -Other Business

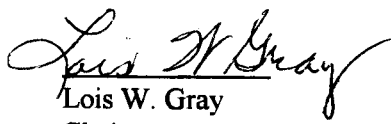
The date for committees of the Board to meet was changed from October 5 to October 12. The next quarterly meeting of the Board is November 2.

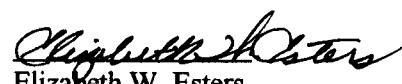
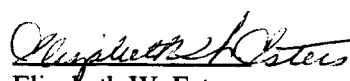
AGENDA ITEM 11 - Adjournment

With no further business to come before the Board, Ms. Hughes made a motion, and seconded by Ms. Rogers to adjourn. Motion carried; meeting adjourned.

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 third quarterly meeting held July 13, 2007, in the Cornelius A. Martin Regents Room in the Mass Media and Technology Hall on the Western 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).


Lois W. Gray
Chair
November 2, 2007


Elizabeth W. Esters
Secretary

Elizabeth W. Esters
Secretary
November 2, 2007

Western Kentucky University
Third Quarter 2007 - Statement of Revenues and Expenditures
For the period from July 1, 2006 through March 31, 2007

	Revised Annual Budget 2006-07	Actual 3rd Quarter Year-to-date	Percent of 2006-07 Actual/Budget
Revenue			
Educational and General			
Unrestricted			
Student tuition and fees	\$ 110,291,750	\$ 106,809,896	96.8%
State appropriations	\$ 80,224,200	\$ 64,179,200	80.0%
Other	\$ 23,575,900	\$ 13,952,671	59.2%
Net assets allocation	12,725,504		
Total unrestricted	\$ 226,817,354	\$ 184,941,767	
Restricted			
Grants and Contracts	\$ 60,558,000	\$ 46,932,965	77.5%
Other	\$ 806,000	\$ 650,455	80.7%
Net assets allocation	\$ 4,624,558		
Total restricted	\$ 65,988,558	\$ 47,583,420	
Auxiliary Enterprises			
Revenue Sources	\$ 17,438,000	\$ 16,683,998	95.7%
Net assets allocation	\$ 76,178		
Total auxiliary enterprises	\$ 17,514,178	\$ 16,683,998	
Total revenue	\$ 310,320,090	\$ 249,209,185	80.3%
Total revenue excluding net assets allocation	\$ 292,893,850	\$ 249,209,185	85.1%
Expenditures			
Educational and General			
Unrestricted	\$ 226,817,354	\$ 140,085,736	61.8%
Restricted			
Grants and Contracts	\$ 60,558,000	\$ 46,932,965	77.5%
Grant Carryforward	\$ 4,624,558		
Other	\$ 806,000	\$ 650,455	80.7%
Total restricted	\$ 65,988,558	\$ 47,583,420	72.1%
Auxiliary Enterprises			
Auxiliary enterprises	\$ 17,514,178	\$ 14,141,459	80.7%
Total expenditures	\$ 310,320,090	\$ 201,810,615	65.0%

* Current year expenditure sources included both revenues from current year and net asset allocation from prior year.

Western Kentucky University
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made as of the 5 day of June, 2007, by and between Western Kentucky University (hereinafter "Western Kentucky University" or "the University") and Donald W. Swoboda (hereinafter referred to as "Dr. Swoboda").

WITNESS

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

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

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

1. **EMPLOYMENT.** Pursuant to the terms and conditions of this Agreement, Western Kentucky University agrees to continue employment of Dr. Swoboda as the Dean of the Division of Extended Learning and Outreach, and Dr. Swoboda agrees to serve in the capacity and to render services to the University as set forth herein.
2. **TERM.** The term of continued employment will commence on July 1, 2007, and will end on **June 30, 2010**. The parties agree that Dr. Swoboda's position shall not be a tenure track or tenured position. If circumstances do not exist which would justify dismissal for cause during the first year of this agreement (2007-2008), the University and Dr. Swoboda 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. Swoboda shall well and faithfully serve the University in such capacity as aforesaid; and shall at all times devote his whole time, attention, and energies to the management, superintendence, and improvement of the University's Division of Extended Learning and Outreach, to the utmost of his ability, and shall do and perform all such services, acts, and things connected therewith. Participation in any outside organizations, associations, clubs, or groups shall be consistent with the importance and dignity of Dr. Swoboda's position.
4. **COMPENSATION.**
 - A. **Base Salary:** Commencing July 1, 2007, Dr. Swoboda's annual salary shall be one hundred twenty-eight thousand, seven hundred and twenty-four dollars and no cents (\$128,724.00). Dr. Swoboda's base salary for subsequent years will be reviewed and established annually, with such annual adjustment to be effective on July 1 of

assumed only with the prior approval of the University. Personal or individual professional membership fees or dues shall be the sole responsibility of Dr. Swoboda.

- D. Computer Support: During the term of this Agreement, the University will provide Dr. Swoboda with either a laptop or a PDA, in addition to the usual and customary computer equipment that would be provided to a Dean and maintained in a Dean's office.
- E. University Travel: Dr. Swoboda previously has received a salary adjustment of \$960 for mileage and travel expenses related to local travel (i.e. within Warren County). This amount can be reviewed and adjusted annually based on documented travel needs. Travel in excess of twenty miles (one way) outside of Warren County shall be reimbursed at the state rate under the University's travel reimbursement policies and procedures. Travel expenses related to professional development shall be reimbursed from the budget of the Division of Extended Learning and Outreach. All travel shall be subject to post-audit review by the University.

6. TERMINATION / SEPARATION.

- A. Unsatisfactory Performance: The University may remove Dr. Swoboda for unsatisfactory performance. Should Dr. Swoboda receive an unsatisfactory performance evaluation, the University shall have the option to either provide Dr. Swoboda with six months notice of its intent to terminate and provide Dr. Swoboda with a Plan of Improvement to address the performance deficiencies, or immediately remove Dr. Swoboda 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. Swoboda 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. Swoboda 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. Swoboda, as liquidated damages, a sum equal to one year of his current base salary as of the date of termination. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities, or from any other sources that may ensue as a result of the University's termination of this Agreement.

E. Termination by Dr. Swoboda: If Dr. Swoboda terminates his employment relationship and this agreement with the university prior to its expiration, with or without cause, any sums that would have accrued to the Swoboda under the provisions of paragraph 4-B shall be deemed waived and forfeited by Dr. Swoboda.

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. Swoboda 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 5 day of June, 2007, by:



Donald W. Swoboda



Barbara G. Burch, Provost
Authorized Representative

Western Kentucky University
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") made as of the 9th day of May, 2007, by and between Western Kentucky University (hereinafter "Western Kentucky University" or "the University") and Sharon Buzzard (hereinafter referred to as "Dr. Buzzard").

WITNESS

WHEREAS, Dr. Buzzard has agreed to be employed as Director of University Experience at Western Kentucky University under the terms and conditions set forth in this agreement; and,

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

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

1. **EMPLOYMENT**. Pursuant to the terms and conditions of this Agreement, Western Kentucky University agrees to employ Dr. Buzzard as Director of University Experience, and Dr. Buzzard agrees to serve in this capacity and to render services to the University as set forth herein.
2. **TERM**. The initial term of employment will commence on August 1, 2007, and will end on June 30, 2011. Dr. Buzzard's position shall not be a tenure track or tenured position. If circumstances do not exist which would justify dismissal for cause during the first year of this agreement (2007-2008), the University and Dr. Buzzard 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, 2012.) Dr. Buzzard will undergo annual performance evaluations with a summative evaluation conducted during the final year of her initial term of employment. Reappointment as Director of University Experience will be based on staff input and Dr. Buzzard's summative performance evaluation. Renewal to another four (4) year term will be based on the decision of the Provost.
3. **DUTIES**. Dr. Buzzard shall well and faithfully serve the University in such capacity as aforesaid; and shall at all times devote her whole time, attention, and energies to the management, superintendence, and improvement of the University Experience Program to the utmost of her 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. Buzzard's position.
4. **COMPENSATION**.

BASE SALARY. Commencing August 1, 2007, Dr. Buzzard's annual salary shall be Sixty-five thousand, sixteen dollars and no cents (\$65,016.00). Dr. Buzzard's base salary

for subsequent years will be reviewed and established annually. Such annual adjustments will be effective on July 1 of that year and based on performance reviews and annual allocations.

5. **BENEFITS.** Dr. Buzzard shall receive maximum benefits accorded to faculty or administrators of the University including, without limitation:

- A. **Health Insurance; Employee Benefits.** Dr. Buzzard shall be entitled to participate in the University's health insurance plan and other employee benefit programs.
- B. **Retirement.** Dr. Buzzard will be eligible to participate in KTRS or the University's Optional/Alternative Retirement Plans.
- C. **Moving / Relocation Expenses.** The University will reimburse Dr. Buzzard for moving expenses up to a maximum of \$2,500, and Dr. Buzzard 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. Buzzard 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. Buzzard's duties, and shall be funded by the University. Any paid directorships, board memberships, or consultancies are to be assumed only with the prior approval of the appropriate University official. Personal or individual professional membership fees or dues shall be the sole responsibility of Dr. Buzzard.
- E. **Computer Support.** During the term of this Agreement, the University will provide Dr. Buzzard with customary office computer equipment that will be maintained in the Director's office.

6. **TERMINATION / SEPARATION.**


- A. **Unsatisfactory Performance:** The University may remove Dr. Buzzard for unsatisfactory performance. Should Dr. Buzzard receive an unsatisfactory performance evaluation, the University shall have the option to either provide Dr. Buzzard with a Plan of Improvement to address performance deficiencies and provide six months notice of its intent to terminate if the deficiencies are not resolved, or immediately remove Dr. Buzzard and pay her a sum equal to six months of her base salary as of the date of notification of the unsatisfactory evaluation.

- B. Immoral / Illegal Conduct: If Dr. Buzzard 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. Buzzard 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. Buzzard as liquidated damages, a sum equal to one year of her 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. Buzzard 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 9th day of May, 2007, by:


Sharon Buzzard


Barbara G. Burch, Provost
Authorized Representative

MASTER DEVELOPMENT AGREEMENT

BY AND AMONG

**THE CITY OF BOWLING GREEN, KENTUCKY,
a municipal corporation of the second class**

AND

THE COUNTY OF WARREN, KENTUCKY

AND

WESTERN KENTUCKY UNIVERSITY

AND

**ALLIANCE CORPORATION,
a Kentucky corporation**

JUNE 12, 2007

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TO
MASTER DEVELOPMENT AGREEMENT

JUNE 12, 2007
THE CITY OF BOWLING GREEN, KENTUCKY
AND
THE COUNTY OF WARREN, KENTUCKY
AND
WESTERN KENTUCKY UNIVERSITY
AND
ALLIANCE CORPORATION

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MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT (this "AGREEMENT") is made as of the ____ day of June, 2007 (the "Effective Date") by and between THE CITY OF BOWLING GREEN, KENTUCKY, a Kentucky municipal corporation of the second class (the "City") and the COUNTY OF WARREN, KENTUCKY (the "County") and WESTERN KENTUCKY UNIVERSITY ("WKU") and ALLIANCE CORPORATION, a Kentucky corporation ("Developer"), collectively (the "Parties");

RECITALS

Whereas, the City, County and Developer have previously entered a Memorandum of Understanding, dated April ____, 2007, a copy of which is attached hereto as Exhibit "A," regarding a mixed use development on an approximately forty (40) acre site in the downtown area of the City, with the Project site being more particularly shown in Exhibit "B," attached hereto; and

Whereas, the City has previously recognized and determined and presently recognizes and determines that the "Project Site" has been and is presently characterized by vacant parcels and deteriorated structures, that continuation of the physical deterioration on the Project Site will discourage and interfere with the City's growth and the improvement of areas surrounding the Project Site, and that the acquisition, financing, construction and development of those improvements and buildings, as identified in Section III herein (the "Project"), will contribute to the public welfare of the citizens of the City and County and will thereby materially enhance the area and be in furtherance of the general health and welfare of the citizens of the City and County; and

Whereas, the City and County recognize that the redevelopment of the Project site, as contemplated by the terms of this Agreement, will not occur without a public-private partnership and financial assistance provided to the Project by the City, County and the Commonwealth of Kentucky; and

Whereas, the City and County desire that a single developer be appointed to (i) manage the design, development and construction of the public projects, infrastructure and other public improvements and facilities within the Project Site (the "Public Improvements"), and (ii) to manage, design, develop and cause the construction of multiple mixed-use buildings, including restaurant, retail, office, residential, hotel and entertainment buildings and related facilities within the Project Site, including the construction of infrastructure and substructure for the support of buildings and other improvements within the Project Site; and

Whereas, in consideration of the obligations and duties assumed by Developer hereunder, the City has agreed to grant certain development rights to Developer as herein specified, for the development of the Project Site, the development of such areas being of substantial economic benefit to the City and County; and

Whereas, pursuant to Municipal Order dated June 12, 2007, a copy of which is attached hereto as Exhibit "C" and made a part hereof, the Board of Commissioners of the City has authorized the Mayor to execute and enter into this Agreement with the Developer, WKU and County, and the Developer, WKU and County desire to enter into this Agreement; and

Whereas, pursuant to Resolution dated June __, 2007, a copy of which is attached hereto as Exhibit "D" and made a part hereof, the Fiscal Court of the County has authorized the County Judge/Executive to execute and enter into this Agreement with the Developer, WKU and City, and the Developer, WKU and City desire to enter into this Agreement; and

Whereas, the City, County, WKU and Developer desire to set forth their mutual agreements, understandings and obligations, in order to facilitate the design, financing, development and construction of the Project Site.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, and in consideration of the premises and the mutual covenants and undertakings contained herein, it is agreed and covenanted by and between the

Parties hereto as follows:

SECTION I

Preambles

The Parties hereto agree that the above “preambles” or “preamble clauses” are incorporated herein by reference as if fully restated herein and form a part of the agreement between the parties hereto.

SECTION II

Definitions

For the purposes of this Agreement, the following words and phrases shall have the meanings assigned in this Section II, unless the context clearly indicates that a contrary or different meaning is intended.

A. “Act or the Act”. House Bill 549, adopted by the 2007 Kentucky General Assembly, which created in part an amendment to KRS Chapter 65, relating to tax increment financing of projects to promote economic development.

B. “Affiliate”. A corporation or other entity controlled by, controlling or under common control with Developer.

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C. “Agreement”. This Master Development Agreement, including all Exhibits attached hereto.

D. “Baseball Park”. Shall mean the ballpark built as part of the Project for the use of the Class Single A professional minor league baseball team.

E. “Chapter 58 Corporation”. Shall mean the public financing corporation, as defined in KRS Chapter 58 of the Kentucky Revised Statutes and KRS Chapter 273, created by the County for the purposes of issuing the TIF Bonds and performing other functions as described in this Agreement.

F. “City”. The City of Bowling Green, Kentucky, a municipal corporation of the second class organized under the laws of the State of Kentucky.

G. “City Authorizations”. Those necessary governmental authorizations, resolutions, orders, hearings, notices, ordinances, and other acts, required by laws, rules, or regulations to provide the City and its officers with the proper authority to perform all obligations of the City resulting from this Agreement, and perform all other obligations of the City made necessary by, or resulting from the Project.

H. “Commission”. Shall mean the State Tax Increment Financing Commission as identified and created by the Act.

I. “County”. The County of Warren, Kentucky, a county government organized under the laws of the Commonwealth of Kentucky.

J. “County Authorizations”. Those necessary governmental authorizations, resolutions, orders, hearings, notices, ordinances, and other acts, required by laws, rules, or regulations to provide the County and its officers with the proper authority to perform all

obligations of the County resulting from this Agreement, and perform all other obligations of the County made necessary by, or resulting from the Project.

K. “Developer”. Has the meaning given in the introductory paragraph of this Agreement.

L. “Developer Authorizations”. Those resolutions and other company acts, copies of which are attached as Exhibit “E”, necessary to provide Developer and its officers with the proper authority to (i) enter into this Agreement, (ii) perform all obligations under this Agreement, and (iii) perform all other obligations made necessary by, or resulting from, the Project.

M. “DRA”. Shall mean the Downtown Redevelopment Authority, which is a non-profit corporation responsible for coordination of downtown development in the City.

N. “Effective Date”. Has the meaning given in the introductory paragraph of this Agreement.

O. “Interim Financing”. Shall mean the issuance of short-term taxable bonds by the County to be used to fund various portions of the Project generally consistent with the specific program listing and budget attached hereto as Exhibit “F”, with Interim Financing costs to include capitalized interest and costs incurred in the issuance of the bonds.

P. “Parking Garage”. Shall mean the parking garage constructed as part of the Project in the City’s downtown by the Developer, the cost of which shall be financed by taxable and tax exempt TIF bonds.

Q. “Private Project Elements”. Shall mean the elements of the Project that shall be privately developed and owned and operated, including the office, retail, residential, hotels, restaurant and other commercial aspects of the Project.

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R. “Private Financing”. Shall mean the financing needed to provide for the development and construction of the private project elements.

S. “Project”. Shall mean the comprehensive development within the Project Site, more specifically described in Section III of this Agreement and Exhibit G, attached hereto.

T. “Project Site”. Shall mean that area of land in the City outlined and highlighted on the map attached hereto as Exhibit “B” and made a part hereof.

U. “Signature Project Costs”. Shall have the meaning as provided in the Act.

V. “Signature Project TIF”. Shall have the meaning as provided and approved by Section 18 of the Act.

W. “SkyPAC”. Shall mean the Southern Kentucky Performing Arts Center, which has been established and is working to build and operate a performing arts center in the City within the Project Site and which represents one of the elements of the Project.

X. “State”. Shall mean the Commonwealth of Kentucky, including any of its agencies and departments.

Y. “Sub-Developer”. Shall mean any entity or individual to whom the Developer assigns rights, duties and obligations under this Agreement for an element of the Project, as described in Section IV(B).

Z. “Sub-Developer Agreement”. Shall mean a sub-developer agreement as described in Section IV (B).

AA. “TIF Bonds or TIF Financing”. Shall mean the 30-year taxable and tax-exempt bonds issued pursuant to the Act the payment of which is supported by incremental revenues pledged by the City, County and State. The TIF Bonds shall refinance the debt from the Interim

Financing as well as costs for interest expense and costs incurred for the issuance of the TIF Bonds.

BB. “Unavoidable Delays”. Shall mean delays due to labor disputes, lockouts, acts of God, enemy action, terrorist action, civil commotion, riot, governmental regulations not in effect at the date of execution of this Agreement, conditions that could not have been reasonably foreseen by the claiming party, inability to obtain construction, labor, materials or energy, fire, or unavoidable casualty, provided such matters are beyond the reasonable control of the party claiming such delay.

CC. “Western Kentucky University or WKU”. Shall mean the publicly supported university located in the City.

SECTION III

Project and Project Site

A. The Project Site for the Project being undertaken by the Developer shall be an approximately forty (40) contiguous acre area, extending from Western Kentucky University to the downtown of the City, more specifically described in Exhibit B which is attached hereto and incorporated herein. The Project area shall be the same area designated by the City as a development area, pursuant to the Act, for purposes of providing tax increment financing needed to support the Project.

B. The Project shall be a comprehensive integrated mixed use development within the Project area, consisting of land acquisition needed for the Project, the construction of a Baseball Park, the relocation of a Class Single A minor league professional baseball team to the City, the development of office, retail, restaurant developments, hotels, residential units, a public performing arts center (SkyPAC), related surface and structural parking and other public educational facilities developed by Western Kentucky University, and public infrastructure

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needed to support the Project, as described in Exhibit "F" attached hereto. The anticipated uses within the area shall be generally consistent with the "by-block" designation of uses attached hereto as Exhibit "G". Prior to the development of each block of the Project the Developer shall submit to the City for its review and approval a detailed concept plan, with proposed uses, building sizes and designs for that particular block of the Project Site. This required submission shall provide for adequate provisions for the public infrastructure needed to support the Project, as described in Exhibit "F" attached hereto.

SECTION IV

Designation of Developer

A. Except as provided in this Section of this Agreement, the City hereby appoints and designates the Developer as the master developer for the Project, as defined herein, within the Project site. As such, the Developer shall be responsible for coordinating, managing and constructing the Project in accordance with the terms of this Agreement and shall be primarily responsible for enforcing the provisions of any Sub-Developer Agreements. Developer shall be entitled to enforce such provisions in such manner and to such extent as the Developer determines in its sole, but reasonable judgment, and shall be further entitled to elect such remedies as the Developer determines in its sole, but reasonable judgment, including, but not limited to termination of any Sub-Developer Agreement and replacement of any Sub-Developer.

B. Sub-Developers. It is understood that elements of the Project will be undertaken and constructed by Sub-Developers selected by the Developer with approval by the City based upon sufficient information being presented to the City that the Sub-Developer(s) has sufficient experience and financial capacity to carry out the specific parts of the Project assigned to it. The Developer will enter into a Sub-Developer Agreement with each approved Sub-Developer that assigns the rights, duties and obligations of the Developer to the Sub-Developer for those

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elements of the Project to be undertaken and constructed by the Sub-Developer. Each Sub-Developer Agreement shall be reasonably acceptable in form and substance to the Developer and City. The approval of Sub-Developers and Sub-Development Agreements by the City shall not be unreasonably withheld. Upon approval of the Sub-Developer, the Developer shall be released from further obligations regarding the development of that part of the Project, except to the extent, if at all, that: (i) the Developer may enter into a construction, management or other contract with the Sub-Developer to provide services to the Sub-Developer, (ii) the Developer expressly (and not by implication) retains in the Sub-Developer Agreement any rights, duties or obligations related to the element of the Project assigned to the Sub-Developer, or (iii) the City requests the assistance of the Developer in replacing the Sub-Developer upon termination of the Sub-Developer Agreement as a result of a default by the Sub-Developer. The City shall have the right, at its option, to enforce the applicable provisions of any Sub-Developer Agreement. It is further understood that any Sub-Developer selected by the Developer, with the approval of the City, shall be contractually bound to perform the duties of the Developer, as provided by this Agreement, for the particular parts of the Project delegated to it, and that any default by a Sub-Developer under a Sub-Developer Agreement, or termination of a Sub-Developer Agreement shall not constitute a default by the Developer hereunder. Developer shall continue to be responsible for overall coordination of the Project, although Developer shall not be responsible or liable for any duties or obligations assigned to a Sub-Developer.

The Developer's responsibility to oversee and coordinate the development of the Private Project Elements, to enforce any Sub-Developer Agreement, and to assist the City with replacement of any Sub-Developer shall cease, with respect to each Private Project Element and

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the respective Sub-Developer Agreement and Sub-Developer, if any, upon substantial completion of construction of such Private Project Element.

C. SkyPAC. While the financing plan, as provided in Section IX of this Agreement provides some funding for SkyPAC, and the development of the SkyPAC project is an important part of the Project, the Developer shall have no responsibility for the financing or construction of SkyPAC.

D. WKU. While the Van Meter Auditorium renovation and construction of the improvements to the WKU north campus parking lot being undertaken by WKU are part of the comprehensive Project, as defined herein, for the redevelopment of the City, the Developer shall not have the responsibility for the financing or construction of those projects.

E. Circus Square. While the development of Circus Square Park and its related components, are part of the comprehensive Project, as defined herein, for the redevelopment of the City, the Developer shall not have the responsibility for the financing or construction of Circus Square.

SECTION V

Obligations of Developer

A. Except as provided in Sections III or IV of this Agreement, the Developer shall be responsible for managing, coordinating, designing, obtaining necessary financing, and constructing the Project within the Project site, in accordance with the schedule attached hereto as Exhibit "G". As part of these duties and responsibilities, the Developer shall:

1. Develop building guidelines for the Project in cooperation and approval of the Downtown Redevelopment Authority.

2. Except for the land needed for Circus Square Park, SkyPAC and the WKU elements of the Project, acquire or cause to be acquired by Sub-Developer, Affiliates or assignees all land within the Project site needed for the Project.

3. In accordance with the financing plan, as provided within Section IX of this Agreement or applicable Sub-Developer Agreements, the Developer shall be responsible for transferring or causing transfer of ownership of, or leasing or causing leasing of, particular parcels needed by Sub-Developers or to the Chapter 58 Corporation created to finance the TIF bonds.

4. The Developer shall construct and/or serve as construction manager for building the public infrastructure needed for the Project, the Baseball Park and downtown Parking Garage. The plans for the public infrastructure improvements, Baseball Park and Parking Garage shall be in accordance with the design guidelines approved by the Downtown Redevelopment Agency. The Developer shall bid the construction of these elements of the Project, pursuant to a process similar to that required for "public" projects undertaken by the City and County, and shall select the contractor for these projects, based upon the lowest qualified bid. Nothing herein shall be construed to prevent the Developer from submitting a bid for the construction of these elements of the Project.

5. The Developer shall be responsible for obtaining the financing needed for the Project in accordance with the financing plan referred to in Section IX of this Agreement. The Developer's obligations regarding financing shall be contingent upon the City and County complying with their respective obligations under Sections VI and VII of this Agreement. The Developer shall certify to the City and County, and in a form reasonably suitable to them, that it

has secured all financing necessary to build the Project by September 30, 2007, or thirty days after the TIF Commission determines the State's participation in this Project, whichever is later.

6. The Developer shall use its reasonable best efforts to finance, manage, and construct the Project in accordance with the Project schedule, building guidelines, etc., and shall devote sufficient and qualified personnel to perform its duties and responsibilities pursuant to this Agreement.

7. The Developer shall lease the Baseball Park to the owner of a Class Single A minor league professional baseball team for not less than a twenty (20) year term. The lease agreement shall be generally in accordance with the lease attached hereto as Exhibit "H". The lease shall be assigned, at the time of TIF Financing, to the Chapter 58 Corporation created by the County to issue TIF bonds.

8. The Developer shall operate the Baseball Park and Parking Garage until ownership of the Baseball Park and Parking Garage are transferred to the Chapter 58 Corporation and the entire net income from their operations during the period they are operated by the Developer shall be held in escrow for deposit into the Sinking Fund for the payment of the TIF bonds at the time the Sinking Fund is established. Once ownership has transferred to the Chapter 58 Corporation, the Chapter 58 Corporation, shall at its option, manage directly or contract for the operation of these facilities through a public bid process; provided, however, that the operation of the Baseball Park and Parking Garage shall be in accordance with the terms and conditions developed by the Developer and the lease with the minor league baseball team, including that the entire net income from the operations of the Baseball Park and Parking Garage shall be paid into the Sinking Fund established for the payment of the TIF Bonds. For purposes of this Agreement, net income shall be determined after the deduction for a reasonable

management fee for the operation of the Baseball Park and Parking Garage, as determined by the Chapter 58 Corporation or a public bid process.

9. It is understood that any agreement relating to the construction of any of the hotels as part of the Project, shall include a provision that no single hotel shall have meeting facilities in excess of six thousand (6,000) square feet.

10. Subject to the approval of DRA, and subject to mutual acceptance to the terms and conditions, the Developer shall lease the property at 601 State Street within the City for a twenty (20) year term, for a monthly rental of \$8,333.33 per month and be responsible for all taxes, insurance and routine maintenance for the property. In addition, the Developer shall pay for the cost to fully renovate the property, except for the improvements currently being undertaken by the City, pursuant to a contract with Sunbelt Construction in the amount of \$145,975. The lease shall provide that DRA be responsible for HVAC, plumbing and structural repairs during the term of the lease after the Developer has fully renovated the building.

11. The Developer shall meet at least monthly with representatives of the City and County to provide updates as to the status of the Project and to coordinate the Project's elements with the City and County.

12. The Developer shall use its best efforts to build the Project in accordance with the schedule attached hereto as Exhibit "G." This schedule may be amended with approval of the parties hereto.

13. Except as provided herein, the Developer shall have sole responsibility for the general maintenance and control of the construction site and matters relating to the construction of the Project. The Developer agrees that as part of its obligation under this section,

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it shall abide by and shall follow all state and city laws, regulations and guidelines, including any set forth in this Agreement.

14. The Developer shall require that as part of any construction or service related contract involving any contractor, including any subcontractor, supplier or equipment supplier or materialmen used or approved for any construction or service related work associated with this Project a provision in such contract will be provided by which the contracting party shall be identified to the City and County and that contractor shall be contractually required to supply the City and County with necessary proof and documentation that all business related licenses and resulting business taxes for said contractor, subcontractor and supplier has been obtained and all taxes have been fully paid.

B. No later than September 30, 2007, or thirty (30) days after the TIF Commission determines the State's participation in this Project, whichever is later, the Developer shall provide reasonably sufficient evidence to the City and County that it has sufficient capacity and experience to perform its obligations under this Agreement. This evidence shall include the designation of a development team and Sub-Developers with experience undertaking the types of mixed use developments of similar size and scope to what is contemplated by the Project herein. The failure of the Developer , by September 30, 2007, or thirty (30) days after the TIF Commission determines the State's participation in this Project, whichever is later, to identify and assemble this development team to carry out and develop the Project to the reasonable satisfaction of the City or County, shall be cause for the City or County to terminate this Agreement.

SECTION VI

Obligations of City

- A. Creation of TIF District. The City shall designate the "Project Site" as a development area tax increment financing district, as provided in Section 5 of the Act. As part of the designation of this development area, the City shall:
1. Establish the Project Site as the boundaries of the development area;
 2. Prepare the needed findings to support that the Project area qualifies as a development area, as provided in Section 5 of the Act;
 3. Follow the procedural requirements for establishment of the development area and adoption of the TIF ordinance as soon as possible after the execution of this Agreement, but no later than August 1, 2007.
 4. Provide for the establishment of a special fund for the collection of incremental revenues for City real *ad valorem* taxes and occupational taxes within the development area from the Project developed by the Developer;
 5. Approve a local participation agreement with the County agreeing to pledge County incremental real *ad valorem* and occupational taxes to support the payment of the TIF bonds referred to in Section IX of this Agreement;
 6. Pledge at least eighty percent (80%) of the incremental tax revenues, as defined by the Act, from City real *ad valorem* taxes and occupational taxes, generated from the Project to support the payment of the TIF bonds for a thirty (30) year period;
 7. Identify and approve, with the County and Developer, the uses of the proceeds of the TIF bonds, in accordance with the TIF financing plan, as provided in Section IX of this Agreement; and

8. The development area TIF district, which shall encompass the Project Site, shall be adopted as soon as practical after the execution of this Agreement, but in no event later than August 1, 2007.

B. State Participation. Upon the adoption of the development area TIF district, the City, in participation with the County and Developer, shall make application to the Commission, by August 1, 2007, or as soon as the Commission accepts applications, whichever is later, requesting state participation as a "signature project" in accordance with Section 18 of the Act; provided, however, the City's obligation to make such application within the foregoing timeframe is contingent upon the timely receipt of necessary information to be provided by the Developer. Any application fee or other direct cost to apply to the Commission shall be paid by the Developer. The application shall request state participation, as provided in the financing plan as set forth in Section IX of this Agreement.

C. Sale of City Property.

1. Upon thirty (30) days notice from the Developer, the City shall convey its property located at 725 State Street, 440 E. Eighth Street, 728 College Street, and 730 College Street, all within the City. The terms of this sale shall be as follows:

a. The purchase price shall be Seven Hundred Eighty-Four Thousand Five Hundred Dollars (\$784,500.00), which shall be due at the closing.

b. Title to the property shall be conveyed to the Developer (or a Sub-Developer, Affiliate or assignee as designated by the Developer) by special warranty deed.

c. The property shall be conveyed subject to the representations and warranties set forth in the special warranty deed, but otherwise "as is, where is" and with no other representations or warranties of any kind.

d. The property shall be used by the Developer as part of the Project, as defined in Section III of this Agreement. In the event the Developer has not developed the property as required within three (3) years from the date of this Agreement, the City, at its option, shall have the right to purchase the property back from the Developer for the purchase price paid by the Developer, plus interest at the rate then being paid by Developer on the funds used to purchase the property, and plus the fair market value of any improvements made to the property by the Developer.

2. Within thirty (30) days' notice from the Developer and upon approval of SkyPAC, the City shall sell to the Developer (or a Sub-Developer, Affiliate or assignee as designated by the Developer) the land at 609 Center Street, 613 Center Street, 619 Center Street, 623 Center Street, 625 Center Street, 627 Center Street, 629 Center Street and 225 Sixth Street, all within the City. The terms of the sale shall be as follows:

a. The purchase price for the property shall be Three Hundred One Thousand Eight Hundred and Eleven Dollars (\$301,811.00), which shall be due at the closing.

b. Title to the property shall be conveyed to the Developer (or a Sub-Developer, Affiliate or assignee of Developer) by special warranty deed.

c. The property shall be conveyed subject to the representations and warranties set forth in the special warranty deed, but otherwise "as is, where is", with no representations or warranties of any kind.

d. The property shall be used by the Developer as part of the Project, as defined in Section III of this Agreement. In the event the Developer has not developed the property as required within three (3) years from the date of this Agreement, the City, at its option, shall have the right to purchase the property back from the Developer for the purchase

price paid by the Developer, plus interest at the rate then being paid by Developer on the funds used to purchase the property, and plus the fair market value of any improvements made to the property by the Developer.

e. The sale of this property by the City to the Developer shall be subject to the approval of SkyPAC.

D. It is understood that the pledge of TIF revenues by the City as provided by this Section, is contingent upon the pledge of County TIF revenues as provided by Section VII of this Agreement and the approval by the Commission of state participation needed as provided to support the payment of the TIF bonds.

E. Notwithstanding any other provision of this Section of the Agreement, the City shall have no obligation to convey title to the property, as provided in subsection C of this Section, until the Developer has submitted satisfactory evidence to the City that it has obtained the financing needed to undertake the Project and has established a development team with sufficient experience to carry-out the Project as required by Section V of this Agreement.

SECTION VII

Obligation of the County

A. In accordance with the financing plan, as provided in Section IX of this Agreement, the County shall issue taxable bonds for the Interim Financing and create a Chapter 58 Corporation to issue taxable and tax-exempt bonds, to provide the TIF Financing for the Project. The County agrees that the Board for this corporation shall consist of five (5) members with three (3) of the members appointed by the County Judge/Executive, with the approval of the Warren County Fiscal Court, and two (2) of the members of the board appointed by the Mayor of the City, with approval of the City's Board of Commissioners. These bonds shall not be a debt of the County and the County shall not have any duty or obligation to repay these bonds, except

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for the pledge of new incremental TIF revenues, as provided in Section VII (B) of this Agreement.

B. In accordance with the adoption of the development plan TIF district by the City, the County shall pledge at least eighty percent (80%) of its incremental real *ad valorem* taxes, as defined by the Act, generated from the Project for a thirty (30) year period. The County hereby authorizes the execution of an agreement with the City pledging these revenues to support the payment of the TIF bonds.

C. It is understood that the pledge of TIF revenues by the County, as provided by this Section, is contingent upon the pledge of City TIF revenues as provided by Section VI of this Agreement and the approval by the Commission of state participation needed as provided to support the payment of the TIF bonds.

SECTION VIII

Obligation of WKU

WKU shall enter into a 30-year agreement to lease 200 parking spaces in the parking garage at a rate of two hundred fifty thousand dollars (\$250,000.00) per year for the first fifteen (15) years and one dollar (\$1.00) per year for the remaining 15 years. The WKU parking spaces will be available from 6 am to 6 pm each day.

SECTION IX

Financing Plan

It is understood that the financing of this Project shall be more particularly contained in the bond and other documents at the time that each aspect of the financing needed for the Project is obtained. However, the financing for the Project shall generally be in accordance with the following:

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A. Short-term taxable bonds will be issued by the County for the Interim Financing of the Project. The parts of the Project funded by these bonds shall be generally consistent with the specific program listing and budget attached hereto as Exhibit F; however, the allocation for SKyPAC shall be payable, upon the determination by the Chapter 58 Corporation, that SKyPAC has all other financial commitments necessary to start construction of Phase I, at an estimated cost of twenty-eight million dollars (\$28,000,000.00), by January 1, 2009, and a satisfactory agreement has been executed between SKyPAC and the Developer regarding the sale of City property as described in Section 6(c)(2). The SKyPAC allocation shall be deemed void, and those funds shall be re-allocated by the Chapter 58 Corporation, if the Chapter 58 Corporation determines that SKyPAC does not have the financial commitments to begin Phase I construction by January 1, 2009, or if a satisfactory agreement has not been executed between SKyPAC and the Developer regarding the sale of City property as described in Section 6(c)(2). The Developer shall have the authority to deviate from the budget by no more than plus or minus ten percent (10%) in each major category. Any deviation greater than ten percent (10%) shall require approval of the Chapter 58 Corporation. If the actual amount of Interim Financing bonds issued is less than the budget, funding will be prioritized in the same numerical order as the major categories are listed in Exhibit "F" and such change shall not require the approval of the City, County or Chapter 58 Corporation.

B. Thirty (30) year taxable and tax-exempt TIF bonds, the payment of which shall be supported by the pledge of TIF revenues, as provided herein from the City, County and State, and shall be issued after the construction of the Project elements are completed. It is understood that the TIF bonds shall be used to refinance the Interim Financing debt, and effect the ownership transfer of the Baseball Park and Parking Garage from the Developer to the Chapter

58 Corporation for a purchase price equal to the amount of all costs and expenses incurred by the Developer in connection with the development and financing of the Baseball Park and Parking Garage. This purchase price shall be reviewed and approved by the Chapter 58 Corporation.

C. The taxable bonds and tax exempt TIF bonds shall be issued in accordance with the plan of finance prepared and developed by Ross, Sinclair & Associates and attached hereto as Exhibit "J".

D. It is understood that the bond documents for the issuance of the TIF bonds shall establish a Sinking Fund, for the payment of the TIF bonds. These documents shall provide that at the time the TIF bonds are fully paid any balance in the Sinking Fund shall be divided between the City and County based upon the percentage of total local incremental revenues each entity contributed to the payment of the TIF bonds during the term of the bonds. The bond documents shall also provide that upon the payment in-full of the TIF bonds the title to the Baseball Park and the parking garage shall be transferred to the City.

E. IT IS UNDERSTOOD BY THE PARTIES THAT THE ISSUANCE OF THE TAXABLE BONDS OR TAX EXEMPT TIF BONDS SHALL NOT BE CONSIDERED A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY OR COUNTY AND NEITHER THE CITY NOR COUNTY SHALL HAVE ANY OBLIGATION TOWARD THE PAYMENT OF THESE BONDS, EXCEPT FOR THE PLEDGE OF TIF REVENUES AS PROVIDED FOR IN THIS AGREEMENT.

F. All costs of the Project, including all of the Private Project Elements of the Project as defined herein and the infrastructure improvements described on Exhibit "F" attached hereto shall be the responsibility of the Developer.

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SECTION X

Memorandum of Development Agreement

The parties hereto agree to prepare, execute and deliver and cause to be filed with the Warren County, Kentucky Clerk's Office at Bowling Green, Kentucky, a Memorandum of Development Agreement setting forth the primary rights and obligations of the parties pursuant to this Agreement.

SECTION XI

Survival; Termination

Subject to Section XXIX, this Agreement shall not terminate upon the execution of any deeds or other agreements required or contemplated by this Agreement, or referred to herein, and the provisions of this Agreement shall not be deemed to be merged into the deeds, or any other such deeds or other agreements, it being the intent of the parties hereto that this Agreement shall survive the execution and delivery of any such agreements and shall continue throughout the entire development of the Project Site.

SECTION XII

Default

A. Default by Developer. If Developer materially breaches or defaults on any of its obligations under this Agreement, the City and/or County may give notice that remedial action must be taken within sixty (60) days. Developer shall correct such breach or default within sixty (60) days after such notice unless the default is one which cannot with due diligence be remedied by Developer within sixty (60) days, and if Developer proceeds as promptly as may be reasonably possible after the giving of such notice and with all due diligence to remedy such default, the period after the giving of such notice within which to remedy the default shall be extended for such period as may be necessary to remedy the same with all due diligence. If such

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action is not taken, the City and/or County may, in addition to all other remedies available at law or in equity (including, but not limited to specific performance and/or recovery of damages, including reasonable attorneys' fees and other costs and expenses), terminate this Agreement by giving ten (10) days written notice to developer. Failure on the part of the Developer to correct such breach within the required time frame shall constitute grounds for termination of this Agreement by the City and/or County.

B. Default by City or County. If the City or County materially breaches or defaults on any of its obligations under this Agreement, the Developer may give notice that remedial action must be taken within sixty (60) days. The City or County shall correct such breach or default within sixty (60) days after such notice, unless the default is one which cannot with due diligence be remedied by the City or County within sixty (60) days, and if the City or County proceeds as may be reasonably possible after the giving of such notice and with all due diligence to remedy such default, the period after the giving of such notice within which to remedy the default shall be extended for such period as may be necessary to remedy the same with all due diligence. If such action is not taken, the Developer may, in addition to all other remedies available at law or in equity (including, but not limited to specific performance and/or recovery of damages, including reasonable attorneys' fees and other costs and expenses), terminate this Agreement, or the portion of it affected by the default, by giving ten (10) days written notice to the City or County.

SECTION XIII

Governing Law

The laws of the Commonwealth of Kentucky shall govern as to the interpretation, validity and effect of this Agreement.

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SECTION XIV

Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties essential objectives as expressed herein.

SECTION XV

Force Majeure

Neither the City nor Developer shall be deemed to be in default in the performance of any obligation on such parties' part to be performed under this Agreement, other than an obligation requiring the payment of a sum of money, if and so long as the non performance of such obligation shall be directly caused by Unavoidable Delays; provided, that within fifteen (15) days after the commencement of such Unavoidable Delay, the non performing party shall notify the other party in writing of the existence and nature of any such Unavoidable Delay and the steps, if any, which the non-performing party shall have taken or planned to take to eliminate such Unavoidable Delay (provided, however, that a failure to give such notice timely shall not be a default hereunder or impair the non-performing party's rights for Unavoidable Delay, unless the failure to give such notice timely actually prejudices the other party). Thereafter, the non-performing party shall, from time to time, on written request of the other party, keep the other party fully informed, in writing, of further developments concerning such Unavoidable Delay and the effort being made by the non-performing party to perform such obligation as to which it

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is in default. All provisions of any construction schedule shall be adjusted in accordance with such Unavoidable Delay.

SECTION XVI

Notices

Any notice to be given under this Agreement shall be in writing, shall be addressed to the party to be notified at the address set forth below or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given upon the earliest of (i) three (3) days following deposit in the U.S. Mail with proper postage prepaid, Certified or Registered, Return Receipt Requested, (ii) the next business day after delivery to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, or (iii) receipt of notice given by telecopy or personal delivery:

If to the City:	Kevin DeFebbo City Manager 1001 College Street P.O. Box 430 Bowling Green, Kentucky 42102-0430
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With a Copy to:	Eugene Harmon City Attorney 1001 College Street Bowling Green, Kentucky 42102
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If to the County:	Michael Buchanon County Judge/Executive Warren County Courthouse 429 E. Tenth Street Bowling Green, Kentucky 42101
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With a Copy to:	Amy Milliken County Attorney 1001 Center Street Suite 206 Bowling Green, KY 42101
If to WKU:	Dr. Gary Ransdell President Western Kentucky University Weatherby Building #135 Bowling Green, KY 42101
With a Copy to:	Deborah Wilkins University Attorney Weatherby Building #135 WKU Bowling Green, KY 42101
If to Developer:	Alliance Corporation Attention: Thomas E. Gumm 116 E. College Street Glasgow, Kentucky 42147
With a Copy (which shall not constitute notice) to:	Kenneth R. Sagan Stites & Harbison, PLLC 250 West Main Street Suite 2300 Lexington, Kentucky 40507

SECTION XVII

Approvals

Whenever a party to this Agreement is required to consent to, or approve, an action by the other party, or to approve any such action to be taken by another party, unless the context clearly specifies a contrary intention, or a specific time limitation, such approval or consent shall be given within ten (10) business days and shall not be unreasonably withheld, conditional or delayed by the party from whom such approval or consent is required.

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SECTION XVIII

Entirety of Agreement

As used herein, the term "Agreement" shall mean this Master Development Agreement and the Exhibits attached hereto. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter herein contained, and supersedes all prior agreements, correspondence, arrangements, and understandings relating to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party which has not been embodied in this Agreement, and no party shall be bound by or be liable for any alleged representation, promise, inducement, or statement of intention not so set forth. This Agreement may be amended, modified, superseded, or cancelled only by a written instrument signed by all of the parties hereto, and any of the terms, provisions, and conditions hereof may be waived only by a written instrument signed by the waiving party. Failure of any party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of any such provision by any part.

SECTION XIX

Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION XX

Headings and Index

The headings in this Agreement and the Index are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.

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SECTION XXI

Exhibits

All exhibits to this Agreement shall be deemed to be incorporated herein by reference and made a part hereof, above the signatures of the parties hereto, as if set out in full herein.

SECTION XXII

No Waiver

No waiver of any condition or covenant of this Agreement to be satisfied or performed by the City, County or Developer shall be deemed to imply or constitute a further waiver of the same, or any like condition or covenant, and nothing contained in this Agreement nor any act of either party, except a written waiver signed by such party, shall be construed to be a waiver of any condition or covenant to be performed by the other party.

SECTION XXIII

Construction

No provisions of this Agreement shall be construed against a party by reason of such party having drafted such provisions.

SECTION XXIV

Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original document.

SECTION XXV

Relationship of the Parties

Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the Parties hereto,

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or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the Parties of this Agreement.

SECTION XXVI

No Third Party Beneficiary

Except as otherwise specified herein, the provisions of this Agreement are for the exclusive benefit of the City, County and the Developer, any Lender providing financing to Developer and their successors and permitted assigns, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

SECTION XXVII

Diligent Performance

With respect to any duty or obligation imposed on a party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of the performance thereof. Notwithstanding the above, time is of the essence with respect to any time limit specified herein.

SECTION XXVIII

Assignment of Rights and Delegation of Duties

A. By City or County. The City or County shall not assign this Agreement without the prior written consent of Developer.

B. By Developer. Developer shall have the right to assign this Agreement, or any part hereof, to an Affiliate, provided the assignee shall assume all liabilities and obligations of the Developer hereunder. Except for such an assignment or an assignment to a Sub-Developer

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under Section IV, Developer may not assign this Agreement without the prior written consent of the City or County, which shall not be unreasonably withheld or conditioned. Nothing contained herein shall, however, limit or restrict the ability of Developer to sell, assign or transfer any part of this Agreement to a Sub-Developer, as provided in Section IV of this Agreement.

SECTION XXIX

Developer's Termination

A. In addition to the Parties' rights to terminate this Agreement under Section XII, this Agreement may be terminated by the Developer at any time prior to 5:00 p.m. central time on September 30, 2007, or thirty (30) days after the TIF Commission determines the State's participation in the Project, whichever is later:

- (a) with the mutual written consent of the City and County;
- (b) if any court or governmental or regulatory agency, commission, authority or body shall have enacted, promulgated or issued any statute, rule, regulation, ruling, writ or injunction, or taken any other action, impairing, restraining, enjoining or otherwise prohibiting the transactions contemplated hereby;
- (c) If (i) the Developer is unable to obtain reasonably acceptable Sub-Developers for those elements of the Project the Developer intends to assign to Sub-Developers, (ii) the Developer is unable to obtain the City's approval of any such Sub-Developers; or (iii) the Developer is unable to obtain the City's approval of any Sub-Developer Agreements;
- (d) The Parties are unable to obtain or complete any of the financing contemplated by Section IX;
- (e) The Developer determines in good faith that any fact, circumstance, event, or condition exists or is reasonably likely to occur that makes continuation of the Project or this Agreement undesirable, impractical or economically disadvantageous to the Developer; or
- (f) The Developer otherwise determines for any reason not to proceed further with the Project or this Agreement.

B. If the Developer elects to terminate this Agreement under this Section XXIX, it shall give written notice of such termination to the other Parties.

C. If the Developer terminates this Agreement under this Section XXIX, this Agreement shall immediately become null and void, the Developer shall be solely responsible for its costs and expenses hereunder (except to the extent any such costs or expenses are due to a breach by another party), and there shall be no liability on the part of any of the Parties hereto, except nothing herein shall relieve any party from liability for a breach of this Agreement prior to the termination hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date and year first above set forth herein, to be effective as of the Effective Date.

CITY OF BOWLING GREEN, KY
a municipal corporation of the second class

Approval as to Form:

By: _____
Elaine Walker
Its: Mayor

Eugene Harmon
Attorney for the City of Bowling Green

COUNTY OF WARREN, KY

By: _____
Michael Buchanon
Its: County Judge/Executive

Amy Milliken
Warren County Attorney

Date: June __, 2007

WESTERN KENTUCKY UNIVERSITY

By: _____
Its: _____

Date: June __, 2007

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ALLIANCE CORPORATION

By: _____

Thomas E. Gumm

Its: President

Date: June __, 2007

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EXHIBITS

- A Memorandum of Understanding
- B Project Site Map
- C City Resolution
- D County Resolution
- E Developer Authorization
- F List of projects to be funded from Interim Financing
- G Block-by-Block project listing and expected completion date
- H Lease with Baseball Team
- J Ross Sinclair & Associates Financing Plan

Capital Construction Project Status Report July 13, 2007



Main Campus Projects				
Project Name/PM	Scope	Budget	Schedule	Status
Renovate Science Campus - Ph II (BJ)	Project is being addressed in four phases: Phase I: Construct Snell Hall; Phase II: Renovation Science and Technology Building; Phase III: Renovate Thompson Center Wing; Phase IV: Demolish Thompson North Wing	\$33,000,000	Start: 10/05 Complete: 12/10	Phase I: Site Prep Complete Ph I: Construction 1% (B)
Math & Science Academy Renovation (DC)	Renovate Schneider Hall for the Kentucky Academy of Mathematics and Science.	\$10,700,000	Start: 7/05 Complete: 7/07	Construction 90% (B)
Renovate Van Meter Overlook & Construct Gardens (DA)	Two phase project to renovate the area in front of Van Meter Auditorium. Phase I rebuilt the overlook. Phase II will create gardens and an arboretum in the crescent shaped area bordered by Alumni Drive and College Heights Blvd.	\$1,500,000	PH I: Start: 9/04 Complete: 11/05 PH II: Awaiting funding	Overlook Complete 11/19/05 PH II: Design Phase B Awaiting funding (A)
Construct Student Publications Facility (DC)	Locate a site convenient to campus and construct a new building for the College Heights Herald and yearbook.	\$1,600,000	Start: 11/06 Complete: 10/07	Construction 35% (A)
Parking & Street Improvements (PH I & II - BJ; Ph III - DC)	Project is being addressed in three phases: Phase I: 14 th Street Extension Phase II: College Heights Blvd. curve realignment, WKU has funded \$500,000, and state funded \$250,000 for this phase. Phase III: College Street & Pit Lots	\$1,600,000	Start: 3/06 Ph I, II Complete: 8/06 Ph III: 8/07	Ph I: Complete Ph II: Complete Ph III: Construction 10% (A)
Renovate Acad-Athletic #2 (DA)	Project is being addressed in four phases: Phase I: Waterproofing & Cement Repair; Phase II: Utilities; Phase III: West Grandstand Addition; Phase IV: East Grandstand Renovation, Ph V: Track Relocation	\$49,781,000	Start: 9/05 Complete: 9/08	Ph I: Complete Ph II: Complete Ph III: 25% Complete Ph IV: Negotiation PH V: Contract Awarded (B)
Renovate Electrical Distribution - Ph IV (BJ)	Continuation of replacement of underground high voltage distribution system.	\$1,987,000	Start: 7/06 Complete: 5/08	Bids received 7/3/07 (A)
Construct Student Health Services Building (BJ)	This project will provide a new 20,000 square foot campus health services facility for students, faculty and staff.	\$5,750,000	Start: 10/06 Complete: 12/07	Construction 60% (A)
Van Meter Hall - Design (KO)	Design phase of Van Meter Hall Renovation including the renovation of auditorium space and improvement of acoustics; structural analysis.	\$1,600,000	Start: TBD Complete: TBD	Design Ph B
Renovate Preston Center - Design (BJ)	Design phase of Preston Health and Activities Center expansion and renovation.	\$1,000,000	Start: 6/06 Complete: 10/07	Design Ph B
College of Education Replacement Building (BJ)	Replace College of Education/Tate Page Hall.	\$35,000,000	Start: 10/06 Complete: 7/10	Design Ph B
Energy Savings Performance Contract 2006-2008 (BJ)	Ph II: This project will evaluate remaining academic buildings for energy conservation improvements.	TBD	TBD	RFQ Will be Released 7/07

Capital Construction Project Status Report

July 13, 2007



Academic Complex Renovation (DC)	Renovation of space previously occupied by Health Services for Public Health.	\$575,000	Start: Complete:	Design Phase A (C) Awaiting Funding
Faculty House Renovation (DC)	Phase I: Structural Repairs, replacement of underground steam main; Phase II: Replace roof, windows, repair exterior; Phase III: Interior Renovation	\$500,000	Start: 10/06 Complete: 11/08	Ph I: Complete Ph II: Construction 10% Ph III: (C) Awaiting funding (A)
Classroom Improvement Projects (NS)	Various classroom improvement projects across campus.	\$832,000	Start: TBD Complete: TBD	Projects scheduled in order of priority (A)
Main Campus Projects Total		\$1,407,000		

Farm Projects				
Project Name/PM	Scope	Budget	Schedule	Status
USDA (BJ)	Construct animal waste research facility on the Ogden Science Campus. WKU will provide a site; design and construction will be fully funded by federal government. To date \$5,600,000 has been secured in Federal funding.	\$22,825,000	TBD	Schematic Design EIS Complete
Farm Projects Total		\$22,825,000		

South Campus				
Project Name/PM	Scope	Budget	Schedule	Status
South Campus Parking & Dining Improvements (DP)	Addition to South Campus building and add parking.	\$8,550,000	Start: 11/06 Complete: 2/08	Parking Complete Building: Construction 40% (A)
South Campus Interior Renovation (DP)	Auxiliary fit-out of on site bookstore and dining services in the expanded portion of South Campus Parking & Dining Improvements project.	\$600,000	Start: 1/08 Complete: 6/08	Design Phase A
Carroll Knicely Center Renovation (DP)	Renovate existing offices, provide warming kitchen, HVAC upgrade, new west side face and possible rotunda.	\$3,500,000	Start: 1/08 Complete: TBD	Design Phase A
South Campus Totals		\$12,650,000		
Grand Total All Projects		\$140,900,000		

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LEGEND: (A) – WITHIN BUDGET
(B) – OVER BUDGET
(C) – AWAITING FUNDING

PM LEGEND:

(BJ) - Ben Johnson
(KO)- Kerra Ogden
(DA) - Doug Ault
(TR) - Tom Riley
(DC) – Dan Chaney
(NS) – Natasha Smith
(DP) - Debbie Pace