Board of Regents

THIRD QUARTERLY MEETING

July 27, 2012 ~ 8:00 a.m. (CDT)
MMTH ~ Regents Room
AGENDA

- Call to Order (Mr. Frederick A. Higdon, Chair)
- Invocation (Ms. Deborah Wilkins, Chief of Staff / General Counsel)
- Roll Call (Dr. Melissa B. Dennison, Secretary)
- Approval of Minutes (Mr. Frederick A. Higdon, Chair)
  - Special Budget Approval Meeting – June 22, 2012

1. ACADEMIC AFFAIRS COMMITTEE (Dr. Melissa B. Dennison)

Action Items:

1.1 Approval of an Undergraduate Minor in American Sign Language Studies [pp 1-4]
1.2 Approval of an Undergraduate Minor in Literature [pp 5-8]
1.3 Approval of an Undergraduate Certificate in CNSS 4011 [pp 9-11]
1.4 Approval of a Graduate Certificate in Literacy in Post-Secondary Settings [pp 12-16]
1.5 Approval of a Graduate Certificate in Nonprofit Administration [pp 17-22]
1.6 Approval of WKU Colonnade Program for General Education [pp 23-38]
1.7 Approval to University College Departmental Consolidation [pp 39-40]
1.8 Approval of Kentucky Museum Policies Manual, including Deaccession Policy [pp 41-42 / Policies Manual attached]
1.9 Approval of University Distinguished Professor Appointment [p 43]
1.10 Approval of Emeritus Faculty Appointments [p 44]

Information Items:

- The Information Commons at WKU (Provost Gordon Emslie)
- Enrollment Report (Dr. Brian Meredith)
2. **EXECUTIVE COMMITTEE (Mr. Frederick A. Higdon)**

**Action Items:**

2.1 Approval of Revisions to WKU Policy & Procedure Document Number: 0.2020 [p 45 / Policy & Procedure Document Attached]

2.2 Approval of Athletic Employment Contract between Western Kentucky University and Michelle Clark-Heard [p 46 / Employment Contract attached]

2.3 Approval of Athletic Employment Contract between Western Kentucky University and Ray Harper [p 47 / Employment Contract attached]

2.4 Approval of Employment Contract between Western Kentucky University and Todd Stewart [p 48 / Employment Contract attached]

2.5 Approval for the Sale and Acquisition of Real Property as part of the Greek Village Development / Pi Kappa Alpha Fraternity [p 49]

2.6 Authorization for the Sale and Acquisition of Real Property as part of the Greek Village Development / Phi Delta Theta Fraternity [p 50]

2.7 Approval of Resolutions for the “New Century of Spirit” Campaign Co-Chairs, Don Vitale and Rick Guillaume [p 51 / Resolutions attached]

**Information Items:**

- 2013 Board Meeting Schedule (Chair Higdon)
- Internal Audit Report (Mr. Warren Irons)
- Athletics Year-End Report (Mr. Todd Stewart)
- Auxiliaries Year-End Report (Mr. John Osborne)
- Fundraising Year-End Report (Ms. Kathryn Costello)
- Research Year-End Report (Dr. Gordon Baylis)
- Retention Progress Report (Provost Gordon Emnlie / Dr. Brian Meredith)

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3. **FINANCE AND BUDGET COMMITTEE (Mr. J. David Porter)**

**Action Item:**

3.1 Approval of Personnel Actions [p 52 / Reports attached]

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4. **OTHER BUSINESS**

- Opening Convocation – August 24 at 8:00 am (Van Meter Auditorium)
- Opening of the Instruments of American Excellence Exhibit – September 21 at 1:00 pm (Kentucky Museum)
- President’s Circle Gala – September 21 at 6:00 pm (Knicely Conference Center)
- Committee Meetings – September 28 at 9:00 am (MMTH – Regents Room)
- Homecoming – October 20 at 3:00 pm (WKU vs. ULM)
- Fourth Quarterly Meeting – October 26 at 9:00 am (Gatton Academy)
- Committee Meetings – December 14 at 1:00 pm (MMTH – Regents Room)
- Commencement (Graduate and Undergraduate) – December 15 at 9:30 am and 2:00 pm

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5. **ADJOURNMENT**
REQUEST:

Approval of a new undergraduate minor in American Sign Language Studies offered through the Communication Disorders Department in the College of Health and Human Services.

FACTS:

The American Sign Language Studies minor is being developed in response to the consistent increase of interest in American Sign Language and the Deaf Culture by students, faculty and the community. Due to changing demographics in schools and the increased need for access for the Deaf and Hard of Hearing population, there are growing demands for ASL knowledge and skills. The knowledge and skills developed in this program would be advantageous for students as they seek career opportunities, apply to graduate programs and become engaged in their respective communities.

Students will learn communication competency in a visual language and gain a better understanding of the Deaf and Hard of Hearing culture. This minor builds a solid foundation of ASL language and skills but does not lead to interpreter or Deaf Education certification. The minor in American Sign Language Studies requires a minimum of 21 hours, and requires the completion of the following courses:

- CD101 American Sign Language I 3
- CD102 American Sign Language II 3
- CD201 American Sign Language III 3
- CD301 American Sign Language IV 3
- CD401 Fingerspelling 3
- CD403 Deaf Culture and History 3

In addition to the 18 hour core, a 3 credit hour elective is selected from one of the following:

- CD303 International Deaf Studies 3
- CD306 American Sign Language Classifiers 3
- CD309 Specialized Vocabulary 3
- CD402 Professional Ethics and Issues 3

BUDGETARY IMPLICATIONS & IMPLEMENTATION DATE: Fall 2012. Currently no additional resources are needed to offer this program. Should the program have significant enrollment increase, a new faculty line will be a priority in the CHHS staffing plan.

RECOMMENDATION:

President Gary A. Ransdell recommends approval of an undergraduate minor in American Sign Language Studies.

MOTION:

Approval to establish an undergraduate minor in American Sign Language Studies.
College of Health and Human Services
Department of Communication Disorders
Proposal to Create a New Minor Program

Contact Person: Ashley Chance, PhD, Ashley.Chance@wku.edu, 5-8962

1. Identification of program:

1.1 Program title: American Sign Language Studies
1.2 Required hours in minor program: 21 hours
1.3 Special information: None
1.4 Catalog description: The minor in American Sign Language Studies (reference number ###) requires a minimum of 21 hours. Students will learn communication competency in a visual language and gain a better understanding of the Deaf and Hard of Hearing culture. This minor builds a solid foundation of ASL language and skills but does not lead to interpreter or Deaf Education certification.

2. Rationale:

2.1 Reason for developing the proposed minor program:
The American Sign Language Studies minor is being developed in response to the consistent increase of interest in American Sign Language and the Deaf Culture by students, faculty and the community. Due to changing demographics in schools and the increased need for access for the Deaf and Hard of Hearing population, there are growing demands for ASL knowledge and skills. The knowledge and skills developed in this program would be advantageous for students as they seek career opportunities, apply to graduate programs and become engaged in their respective communities.

2.2 Projected enrollment in the proposed minor program:
A core of forty to sixty students per academic year. This is based on student enrollment in similar programs at other institutions and the current and past enrollments within our American Sign Language Studies Certificate.

2.3 Relationship of the proposed minor program to other programs now offered by the department:
The American Sign Language Studies minor will be the only minor of its kind offered in the department of Communication Disorders. However, this minor would be a valuable asset to obtain for any Communication Disorders student.

2.4 Relationship of the proposed minor program to other university programs:
This program of study allows students to acquire valuable knowledge applicable to a wide variety of careers not limited to education, communication disorders, social work, recreation, health related fields and counseling. The closest related minor offered at this institution is in Spanish and French. Since this minor is skills based within a specific language, there should be no conflict with other departments.

2.5 Similar minor programs offered elsewhere in Kentucky and in other states (including programs at benchmark institutions):
American Sign Language Studies programs are offered at universities across the United States (i.e. Ohio State University, Kent State University, University of Iowa, University of Rochester, University of South Florida, New York University). Many four-year programs are focused primarily on Interpreter Training, which includes courses in ASL, Linguistics, Second Language acquisition, and Practicum and/or Internships within the field. Eastern Kentucky University is the benchmark program in the Commonwealth for a Baccalaureate degree in Interpreter Training. Eastern Kentucky University offers an 18-hour minor in American Sign Language Studies. Approval of the American Sign Language Studies minor at WKU will facilitate broader access and availability for citizens in this part of the state as well as the region.

2.6 Relationship of the proposed minor program to the university mission and objectives:

Challenging the Spirit 2007-2012 strategic plan:

Goal 1- Increase Student Learning

The proposed minor will contribute directly to this goal by allowing students from many diverse majors who has an academic interest in American Sign Language, Interpreting, Deaf Culture and Deaf and Hard of Hearing Communities to earn a minor in this area.

A proposed course within the proposed minor, International Deaf Studies, will support the objective (1c.), Create a Global Learning Environment. Learning about Deaf cultures in other countries will have an impact on the students and the Deaf community, locally and abroad.

Goal 2- Grow a High Quality, Diverse and Engaged Student Body

Competency in a language other than the native language will enhance students’ marketability in today’s diverse society. Four required language based courses in American Sign Language will establish a solid foundation for the use of this language in variety of professions as well as the opportunity for advanced study.

Goal 4- Improve the Quality of Life in Kentucky and Beyond:

The students taking the courses for this minor will gain knowledge of a culture and a language used by people typically misunderstood and left out. This minor can be useful in various careers and fields of study which should not only enhance the Deaf community in the Bowling Green-Warren county area, but also in Kentucky as well. Likewise, the International Deaf Studies class will broaden the scope of awareness and understanding about Deaf cultures and signed languages in other countries.

3. Objectives of the proposed minor:

The minor will allow students to receive academic credit for their work in the area of American Sign Language Studies. The courses are designed to prepare students to use ASL in the Deaf community and/or to further their academic career focusing on ASL. The minor will be directly beneficial to students pursuing careers in many diverse fields.
4. **Curriculum:**

Required core courses (18 hours):
- CD101 American Sign Language I 3
- CD102 American Sign Language II 3
- CD201 American Sign Language III 3
- CD301 American Sign Language IV 3
- CD401 Fingerspelling 3
- CD403 Deaf Culture and History 3

Elective courses (3 hours):
- CD303 International Deaf Studies 3
- CD306 American Sign Language Classifiers 3
- CD309 Specialized Vocabulary 3
- CD402 Professional Ethics and Issues 3

Total hours 21

5. **Budget implications:**

At this time, ASL I and ASL II classes fulfill the general education requirement for foreign language. The department has one full-time faculty and four adjunct faculty members teaching the core ASL courses required for this minor. At this time this is sufficient. However, in case of significant enrollment increase, additional faculty and staff will be needed.

6. **Proposed term for implementation:** Fall 2012

7. **Dates of prior committee approvals:**

- Communication Disorders Department 12/13/2011
- CHHS Curriculum Committee 01/30/2012
- Undergraduate Curriculum Committee 02/23/12
- University Senate 03/22/12
- Board of Regents
REQUEST:

Approval of a new undergraduate minor in Literature offered through the English Department in the Potter College of Arts and Letters.

FACTS:

The Literature minor is designed to meet the needs of those English majors who desire a literature program to supplement their respective English program. This minor is designed specifically for English majors with a concentration in Creative Writing or Professional Writing, and English for Secondary Teachers majors.

Specific programmatic objectives include:

- To deepen the students’ knowledge of literature, including literature by minorities, which is not a significant feature of the English minor;
- To provide writers with a fuller sense of the literary traditions out of which they write and to which they contribute; and
- To broaden and deepen the subject matter expertise of pre-service teachers of English.

The minor in literature requires a minimum of 21 semester hours, which includes 15 hours of upper-level literature electives and 6 hours of upper-level English electives. Specific classes recommended by the faculty of the Department of English are found in the attached proposal.

BUDGETARY IMPLICATIONS & IMPLEMENTATION DATE: Fall 2012. Based on student interest and current offerings, the department expects more students in existing classes but no additional course sections needed. Therefore current resources will suffice.

RECOMMENDATION:

President Gary A. Ransdell recommends approval of an undergraduate minor in Literature.

MOTION:

Approval to establish an undergraduate minor in Literature.
Potter College of Arts & Letters
Department of English
Proposal to Create a New Minor Program

Contact Person: Karen Schneider, Karen.schneider@wku.edu, 5-3046

1. Identification of program:
   1.1 Program title: Literature Minor
   1.2 Required hours in minor program: 21
   1.3 Special information: none
   1.4 Catalog description: The minor in literature (reference number 359) requires a minimum of 21 semester hours. Requirements include 15 hours of upper-level literature electives and 6 hours of upper-level English electives. This minor is designed specifically for English majors with a concentration in Creative Writing (662CW) or Professional Writing (662PW), or for English for Secondary Teachers (561) majors. English majors with a concentration in literature (662L) cannot take this minor. Non-English majors who wish to minor in English must complete the English minor (reference number 359). Six hours of the English major may be applied toward the Literature minor. Up to six hours of literature courses offered in other departments (e.g., Folk Studies, Library Media Education) may be counted toward the Literature minor with prior approval by the English department.

2. Rationale:
   2.1 Reason for developing the proposed minor program: Many English majors with concentrations in writing wish to take additional literature courses—to minor in literature. However, the requirements of our current English minor (359) overlap extensively with the required core courses in the English major, so English majors, even those in the writing concentrations, cannot use our current minor. Developing a different minor, one that does not overlap extensively with the major, will allow our students with writing concentrations to take those literature classes they desire. The minor would also allow English for Secondary Teachers majors (who are not required to have a minor because of the number of professional education classes they must complete) to deepen their subject matter expertise.

   2.2 Projected enrollment in the proposed minor program: Currently we have 117 English for Secondary Teachers majors and 120 Creative or Professional Writing majors, so if 15% choose to minor in Literature, enrollment would be ~35. We could conceivably have more.

   2.3 Relationship of the proposed minor program to other programs now offered by the department: This minor consists entirely of courses we already have in place. It is an alternative to our current English minor, which is unavailable to our majors. The Literature minor is designed to meet the needs of those English majors (other than those in the Literature concentration) who desire a literature program to supplement their respective English programs.
2.4 Relationship of the proposed minor program to other university programs: The Literature minor is unlike other minors at the university, though a few other departments (e.g., Folk Studies, Library Media Education, Religious Studies) may offer occasional literature courses that would be appropriate for the Literature minor.

2.5 Similar minor programs offered elsewhere in Kentucky and in other states (including programs at benchmark institutions): Literature minors are common in higher education. Kentucky State and UK, e.g., have minors in English almost identical to our original English minor. Some benchmark universities, including Ball State, however, have minors very similar to our proposed Literature minor—that is, they consist almost entirely of restricted literature electives. Eastern Illinois University has a very similar English Language Arts minor designed especially for English Secondary Teachers.

2.6 Relationship of the proposed minor program to the university mission and objectives: It seems self-evident that a deeper familiarity with literature is highly desirable for writers—who, after all, do not create in a vacuum—and for high school English teachers. The literature minor will enhance the professional and personal lives of the students who select it.

3. Objectives of the proposed minor:
   - To deepen the students’ knowledge of literature, including literature by minorities, which is not a significant feature of the English minor
   - To provide writers with a fuller sense of the literary traditions out of which they write and to which they contribute
   - To broaden and deepen the subject matter expertise of pre-service teachers of English

4. Curriculum:

   15 hours of upper-level literature electives may be selected from the following:

<table>
<thead>
<tr>
<th>Course Number</th>
<th>Course Title</th>
<th>Course Number</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENG 333</td>
<td>Medieval Literature</td>
<td>ENG 457</td>
<td>British Literature since 1900</td>
</tr>
<tr>
<td>ENG 340</td>
<td>Speculative Fiction</td>
<td>ENG 459</td>
<td>Modern Drama</td>
</tr>
<tr>
<td>ENG 354</td>
<td>History of Drama to 1640</td>
<td>ENG 468</td>
<td>Early Modern English Literature</td>
</tr>
<tr>
<td>ENG 355</td>
<td>History of Drama from 1640</td>
<td>ENG 481</td>
<td>Chaucer</td>
</tr>
<tr>
<td>ENG 360</td>
<td>Gay and Lesbian Literature</td>
<td>ENG 482</td>
<td>Shakespeare</td>
</tr>
<tr>
<td>ENG 370</td>
<td>Multicultural Literature in American</td>
<td>ENG 484</td>
<td>British Romanticism</td>
</tr>
<tr>
<td>ENG 385</td>
<td>World Literature</td>
<td>ENG 486</td>
<td>The Eighteenth Century</td>
</tr>
<tr>
<td>ENG 387</td>
<td>Studies in Autobiography</td>
<td>ENG 487</td>
<td>Dante’s Divine Comedy and its Influences</td>
</tr>
<tr>
<td>ENG 393</td>
<td>African-American Literature</td>
<td>ENG 488</td>
<td>Literature of the Victorian Age</td>
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<td>ENG 394</td>
<td>Kentucky Literature</td>
<td>ENG 489</td>
<td>The English Novel</td>
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<tr>
<td>ENG 395</td>
<td>Contemporary Literature</td>
<td>ENG 490</td>
<td>The American Novel</td>
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<tr>
<td>ENG 396</td>
<td>Mythology</td>
<td>ENG 493</td>
<td>American Poetry</td>
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<tr>
<td>ENG 398</td>
<td>Hemingway and Faulkner (HON)</td>
<td>ENG 495</td>
<td>Southern Literature</td>
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<tr>
<td>ENG 430</td>
<td>19th c. American Literature</td>
<td>ENG 497</td>
<td>Women’s Literature</td>
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<tr>
<td>ENG 455</td>
<td>American Drama</td>
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</table>
6 hours of upper-level English electives may be selected from the following:

Note: Students should be aware that some of the following English electives may have one or more pre-requisites.

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
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<tbody>
<tr>
<td>ENG 301</td>
<td>Arg &amp; Analysis in Written Discourse</td>
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<tr>
<td>ENG 303</td>
<td>Intermediate Fiction Writing</td>
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<td>ENG 304</td>
<td>English Language</td>
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<td>ENG 305</td>
<td>Intermediate Poetry Writing</td>
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<td>ENG 306</td>
<td>Business Writing</td>
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<td>ENG 307</td>
<td>Technical Writing</td>
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<td>ENG 309</td>
<td>Documentary Film</td>
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<td>ENG 311</td>
<td>Creative Nonfiction Writing</td>
</tr>
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<td>ENG 320</td>
<td>American Studies</td>
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<td>ENG 358</td>
<td>Drama Writing</td>
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<td>ENG 365</td>
<td>Film Adaptation</td>
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<td>ENG 366</td>
<td>History of Narrative Film</td>
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<td>ENG 368</td>
<td>Japanese Cinema in Translation</td>
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<tr>
<td>ENG 401</td>
<td>Advanced Composition</td>
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<tr>
<td>ENG 402</td>
<td>Editing and Publishing</td>
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<td>ENG 403</td>
<td>Writing Memoir &amp; Autobiography</td>
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<td>ENG 404</td>
<td>History of the English Language</td>
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<td>ENG 407</td>
<td>Linguistic Analysis</td>
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<td>ENG 408</td>
<td>Psycho/Socio linguistics</td>
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<td>ENG 412</td>
<td>Theory and Practice of Rhetoric</td>
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<td>ENG 415</td>
<td>Writing and Technology</td>
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<tr>
<td>ENG 460</td>
<td>Literary Theory and Criticism</td>
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<td>ENG 465</td>
<td>Film Genres</td>
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<td>ENG 466</td>
<td>Film Theory</td>
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<td>ENG 467</td>
<td>Visiting Writer Summer Wrkshp</td>
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<td>ENG 469</td>
<td>Second Lang Acquisition Theory</td>
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<tr>
<td>ENG 470</td>
<td>Teaching Eng as a Second Lang</td>
</tr>
<tr>
<td>ENG 474</td>
<td>Advanced Poetry Workshop</td>
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<tr>
<td>ENG 475</td>
<td>Advanced Fiction Workshop</td>
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</tbody>
</table>

5. **Budget implications**: None. We expect to have more students in existing classes but not to need additional sections, so the current faculty will suffice.

6. **Proposed term for implementation**: 201230

7. **Dates of prior committee approvals**:

   - English Department: 3/16/12
   - PCAL Curriculum Committee: 4/05/12
   - Undergraduate Curriculum Committee: 4/26/12
   - University Senate: 5/15/12
   - Board of Regents: }
REQUEST:

Approval of a new undergraduate certificate in CNSS 4011 offered through the Computer Science Department in the Ogden College of Science and Engineering.

FACTS:

The federal government is expected to greatly increase its hiring of information security analysts to protect the nation’s critical information technology (IT) systems. In addition, as the healthcare industry expands its use of electronic medical records, ensuring patients’ privacy and protecting personal data are becoming more important, and more information security analysts are likely to be needed to create the safeguards that will satisfy patients’ concerns. Consequently, the U.S. Bureau of Labor Statistics reports employment of information security analysts, web developers, and computer network architects is projected to grow by 22% from 2010 to 2020, and that this growth is expected to continue well into the future.

The Information Assurance Courseware Evaluation (IACE) Program has determined that the content of two existing undergraduate courses (CS 157 and CS 257) offered in the Department of Computer Science at WKU meet all of the requirements of the Committee on National Security Systems (CNSS) National Training Standard for Information Systems Security (INFOSEC) professionals. The faculty of the CS department therefore propose that students who make a “C” or better in each course be awarded a “CNSS 4011 Certificate.” The ability of an institution to award such a certificate is a necessary prerequisite to obtaining certification as a Center of Academic Excellence in Information Assurance, a designation that WKU seeks.

Since the entire content of the proposed certificate is lower-division courses, WKU notified KCTCS of our intent to offer this certificate, per the CPE policy on approval of new academic programs. WKU did receive support of the program from the Chancellor of KCTCS.

BUDGETARY IMPLICATIONS & IMPLEMENTATION DATE: Fall 2012. Based on student interest and current offerings, the department expects more students in existing classes but no additional course sections needed. Therefore current resources will suffice.

RECOMMENDATION:

President Gary A. Ransdell recommends approval of an undergraduate certificate in CNSS 4011.

MOTION:

Approval to establish an undergraduate certificate in CNSS 4011.
Ogden College of Science and Engineering
Department of Computer Science
Proposal to Create a New Certificate Program

Contact Person: Rong Yang, rong.yang@wku.edu, 745-2940
James Gary, james.gary@wku.edu, 745-6373

1. Identification of program:
   1.1 Program title: CNSS 4011 Certificate
   1.2 Required hours in program: 6 hours
   1.3 Special information: The Information Assurance Courseware Evaluation (IACE) Program has evaluated WKU's CS 157 and CS 257 courses and verified that they meet all the requirements of the Committee on National Security Systems (CNSS) National Training Standard for Information Systems Security (INFOSEC) Professionals, NSTISSI No. 4011.

   As a result, WKU is entitled to issue a 4011 information assurance certificate to any student who successfully completes that sequence of two courses with a grade of C or better in each course.

   1.4 Catalog description: CNSS 4011 Certificate requires a minimum of 6 semester hours. It is designed for students wishing to gain knowledge in the information assurance area. The student pursuing the certificate must complete the following course sequence with a grade of C or better in each course:
   - CS 157, Information Security I, (3 hours)
   - CS 257, Information Security II, (3 hours)

2. Objectives of the proposed certificate program: The purpose of offering this certificate is to provide students with nationally recognized documentary evidence of their information assurance training.

3. Rationale:
   3.1 Reason for developing the proposed certificate program: Satisfying the 4011 standard is the first step in the process of obtaining a CAE (Center of Academic Excellence in Information Assurance) designation for Western Kentucky University.

   3.2 Relationship of the proposed certificate program to other programs now offered by the department: None

   3.3 Relationship of the proposed certificate program to certificate programs offered in other departments: None
3.4 Projected enrollment in the proposed certificate program: 20 to 30 students annually based upon the enrollment of CS 157 and CS 257.

3.5 Similar certificate programs offered elsewhere in Kentucky and in other states (including programs at benchmark institutions): Many universities that have satisfied the 4011 standard offer their students a certificate for completing the required coursework. Examples include: Florida State University, New Jersey City University, The National Defense University, Villanova University, Indiana University of Pennsylvania, and the University of Maryland University College. To the best of our knowledge, no university in Kentucky is currently offering a 4011 certificate.

3.6 Relationship of the proposed certificate program to the university mission and objectives: The training provided in the courses leading up to 4011 certification certainly provides tools for students at WKU to be both productive and socially responsible members of the global society as stated in the mission statement.

4. Curriculum:

   CS 157, Information Security I, (3 hours)
   CS 257, Information Security II, (3 hours)

   Both of these courses have already been approved and are being offered on a regular schedule.

5. Budget implications: Existing faculty will continue to teach the courses in the program.

6. Proposed term for implementation: Fall 2012

7. Dates of prior committee approvals:

   Math and CS Department: ______Sept 22, 2012____
   OSCE Curriculum Committee ______Oct, 13, 2012____
   Undergraduate Curriculum Committee ______March 29, 2012____
   University Senate ______April 29, 2012____
   WKU Board of Regents ________________
GRADUATE CERTIFICATE  
LITERACY IN POST-SECONDARY SETTINGS

REQUEST:
Approval of a new graduate certificate in Literacy in Post-Secondary Settings offered through the School of Teacher Education in the College of Education and Behavioral Sciences.

FACTS:
The Literacy in Post-Secondary Settings Certificate provides graduate students with essential skills and instructional strategies to provide support for literacy learners and aligns with the Senate Bill 1 (2009) mandate for P-20 alignment of the Kentucky Core Academic Standards for English/Language Arts. The proposed Literacy in Post-Secondary Settings Certificate is designed for non-teacher certified graduate students who want to increase their skill levels in providing research-based literacy instruction particularly in community college, technical college, and adult education institutions with advanced courses in literacy. To meet Southern Association of Colleges and Schools (SACS) accreditation guidelines, reading instructors need a minimum of 18 hours of post-secondary literacy education coursework.

The proposed curriculum for this Literacy in Post-Secondary Settings Certificate is as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTCY 500</td>
<td>Fundamentals of Reading and Related Language Arts</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 501</td>
<td>Reading and Writing for Learning</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 502</td>
<td>Differentiating Literacy Instruction</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 503</td>
<td>Assessment and Evaluation of Reading and Writing</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 504</td>
<td>Strategy-Based Reading and Writing Intervention</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 505</td>
<td>Job-Embedded Literacy Methods</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>Total Credit Hours</td>
<td>18</td>
</tr>
</tbody>
</table>

BUDGETARY IMPLICATIONS & IMPLEMENTATION DATE: Fall 2012. Present faculty will teach these courses, and many will be offered during the Summer and Winter sessions. Therefore, no additional costs will be incurred for faculty, equipment or other resources. As with any program/certificate, future growth may necessitate additional faculty resources.

RECOMMENDATION:
President Gary A. Ransdell recommends approval of a graduate certificate in Literacy in Post-Secondary Settings.

MOTION:
Approval to establish a graduate certificate in Literacy in Post-Secondary Settings.
College of Education and Behavioral Sciences
School of Teacher Education
Proposal for a New Certificate Program

Contact Person: Pam Petty, Pamela.petty@wklu.edu, 745.2292

1. Identification of proposed certificate program
   1.1 Title: Literacy in Post-Secondary Settings
   1.2 Required hours: 18 hours
   1.3 Special information: This is a certificate for graduate students who are interested in literacy instruction but who do not hold current teaching licensure. This certificate is appropriate for, but not limited to, instructors at community colleges, technical schools, and adult education institutions.
   1.4 Catalog description: The Literacy in Post-Secondary Settings Certificate provides graduate students with essential skills and instructional strategies to provide support for literacy learners and aligns with the Senate Bill 1 (2009) mandate for P-20 alignment of the Kentucky Core Academic Standards for English/Language Arts. Persons applying to the Literacy in Post-Secondary Settings Certificate must be admitted to the Graduate School, and submit an application, two letters of recommendation, and statement of professional goals. For applicants from non-English speaking countries a minimum TOEFL paper score of 550, or a score of 79 on the internet based test, is required. This 18 credit-hour certificate is appropriate for, but not limited to, instructors at community colleges, technical schools, and adult education institutions. Courses within the Literacy in Post-Secondary Settings Certificate are not appropriate for certified teachers and do not count toward the MAE-Literacy Education degree program.

2. Objectives of the proposed certificate program:
The proposed Literacy in Post-Secondary Settings Certificate is designed for non-teacher certified graduate students who want to increase their skill levels in providing research-based literacy instruction particularly at the post-secondary level. The main objective of the proposed Literacy in Post-Secondary Settings Certificate is to provide those who teach outside P-12 settings, particularly in community college, technical college, and adult education institutions with advanced courses in literacy. To meet Southern Association of Colleges and Schools (SACS) accreditation guidelines reading instructors need a minimum of 18 hours of post-secondary literacy education coursework. To meet those needs the proposed Literacy in Post-Secondary Settings Certificate has the following objectives for students:
   - Students will understand the models of the reading process;
   - Students will know the research on oral and written language development;
   - Students will understand the processes related to researching the significant approaches to reading instruction;
   - Students will know how to provide instruction that integrates reading and writing for learning;
   - Students will know how to design instruction that is differentiated for learners by need;
   - Students will understand the role of assessment and evaluation of readers and writers;
   - Students will know how to apply intervention strategies for struggling readers and writers; and
   - Students will demonstrate best practice in reading and writing in a teaching real-world instructional post-secondary setting.
3. Rationale

3.1 Reasons for developing the proposed certificate program: The proposed Literacy in Post-Secondary Settings Certificate addresses a current need in the state whereby community colleges, technical colleges, and adult education programs must align with the mandates of Senate Bill 1 (2009, KRS 158.6453). There are hundreds of these post-secondary institutions across Kentucky that would benefit from an on-line certificate in literacy. Instructors who teach reading at community colleges, technical colleges, and adult education programs need to meet guidelines established by the Southern Association of Colleges and Schools (SACS or other similar regional accreditors) to have a minimum of 18 hours of literacy coursework to be in compliance with faculty credential guidelines. While WKU's existing MAE Literacy Education program meets these needs, the MAE program is only available to persons holding teacher certification. WKU has been approached by several KCTCS institutions to offer literacy coursework that will allow persons who do not hold a teaching license to meet the 18-hour credential guidelines and the state mandates.

Other reasons for offering this proposed Literacy in Post-Secondary Settings Certificate include:

- Many students enter community colleges and technical schools underprepared to read and comprehend at the post-secondary level. Reading instructors who are better prepared to support students and help them grow their literacy skills/strategies will have an impact on students being better prepared to transition to universities and the workplace.
- Courses within the proposed Literacy in Post-Secondary Settings Certificate provide content that aligns with Kentucky Department of Education’s description of a literate student: one who knows how to use reading, writing, listening and viewing, speaking and presenting, and critical thinking to learn content; who can use those skills to communicate what he or she learned; and who can transfer that learning to new situations (http://www.kyepsb.net/teacherprep/endorsementguidelines.asp)

3.2 Relationship of proposed certificate program to other programs offered by the department: The MAE-Literacy Education program is strongly related to the proposed Literacy in Post-Secondary Settings Certificate. There is literacy overlap between many of the proposed certificate courses and courses within the MAE-Literacy Education program. However, the proposed Literacy in Post-Secondary Settings Certificate differs from the MAE-Literacy Education program in the following ways:

- Target Audience: The MAE-Literacy Education program is only available to those persons who are teacher certified. The Literacy in Post-Secondary Settings Certificate targets non-teacher certified instructors who may currently be employed or seeking employment at community colleges, technical colleges, or adult education facilities.
- Content: The MAE-Literacy Education coursework is predicated upon a background of teacher education training. The proposed Literacy in Post-Secondary Settings Certificate does not assume that students have any background in human learning, pedagogical/andrological training, or experience in teaching.

The other certificate programs offered within the School of Teacher Education are the Educational Technology Certificate, the Instructional Design Certificate, and the Autism Spectrum Disorders Certificate. There is no overlap in content or target audience between these certificates and the proposed Literacy in Post-Secondary Settings Certificate.


3.3 **Relationship of proposed certificate program to certificate programs offered in other departments:** There are no other certificate programs offered at WKU that address reading and literacy instruction. Examples of other certificate programs offered by WKU include: Aging Studies, Gender and Women's Studies, International Student Services, Environmental Health & Safety Certificate, and Leadership Studies. There is no overlap in content or target audience between these certificate programs and the proposed Literacy in Post-Secondary Settings Certificate.

3.4 **Projected enrollment in the proposed certificate program:** Based upon requests from community colleges, technical colleges, and adult education facilities the projected enrollment in the proposed program should reach 25 or more within a three-year period. As more and more post-secondary institutions conform to the mandates from SB1 (2009) regarding P-20 alignment of the Kentucky Core Academic Standards (for English/Language Arts), it is expected that they will be seeking coursework as professional development in aligning their teaching with standards.

3.5 **Similar certificate programs offered elsewhere in Kentucky and in other states (including programs at benchmark institutions):** There are no graduate-level Literacy in Post-Secondary Settings Certificate programs offered at any of Kentucky's major public universities. We consider this offering to be a “just in time” certificate to fit students' needs based on current requirements and mandates.

The following chart presents a comparison of benchmark universities with stipulations as to how certificates align with the proposed Literacy in Post-Secondary Settings Certificate:

<table>
<thead>
<tr>
<th>Institution</th>
<th>Literacy or Reading Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appalachian State University</td>
<td>Offers an Advanced Certificate in Reading at the Post-Masters level — requires MAE in reading</td>
</tr>
<tr>
<td>Ball State University</td>
<td>No offerings</td>
</tr>
<tr>
<td>Central Missouri State Univ.</td>
<td>No offerings</td>
</tr>
<tr>
<td>East Carolina University</td>
<td>No offerings</td>
</tr>
<tr>
<td>Eastern Michigan University</td>
<td>No offerings</td>
</tr>
<tr>
<td>East Tennessee State Univ.</td>
<td>No offerings</td>
</tr>
<tr>
<td>Indiana State University</td>
<td>No offerings</td>
</tr>
<tr>
<td>Eastern Illinois University</td>
<td>Elementary Education: Graduate Certificate in Reading Instruction — requires teacher certification</td>
</tr>
<tr>
<td>Marshall University</td>
<td>Graduate Certificate in Reading Education — requires teacher certification</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.marshall.edu/graduate/certificates/readingeducation.asp">http://www.marshall.edu/graduate/certificates/readingeducation.asp</a></td>
</tr>
<tr>
<td>Southeast Missouri State University</td>
<td>No offerings</td>
</tr>
<tr>
<td>University of North Carolina-Greensboro</td>
<td>No offerings</td>
</tr>
<tr>
<td>University of Northern Iowa</td>
<td>No offerings</td>
</tr>
<tr>
<td>West Chester University of Pennsylvania</td>
<td>No offerings</td>
</tr>
</tbody>
</table>
3.6 Relationship of proposed certificate program to university mission and objectives:
The WKU mission states, “Western Kentucky University shall produce nationally and globally competitive graduates and provide optimum service and lifelong learning opportunities for its constituents.” One way to make lifelong learning possible is through offering coursework that helps people grow within the workplace and to be more marketable. Universities and colleges across the country are increasingly offering degree and certificate programs online. This service delivery method makes programs available not only across the state, but world-wide.

This program directly supports WKU’s Strategic Goal 1 to increase student learning. Strategic Goal 2, Developing the student body, is addressed through performance indicator 2, by increasing student access through distance learning. This entire program will be offered online. This program also addresses Strategic Goal 4, Enhancing responsiveness to constituents, in performance indicator 2, by increasing educational access and lifelong learning opportunities through distance learning.

4. Curriculum:

The proposed curriculum for this Literacy in Post-Secondary Settings Certificate is as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Title</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTCY 500</td>
<td>Fundamentals of Reading and Related Language Arts</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 501</td>
<td>Reading and Writing for Learning</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 502</td>
<td>Differentiating Literacy Instruction</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 503</td>
<td>Assessment and Evaluation of Reading and Writing</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 504</td>
<td>Strategy-Based Reading and Writing Intervention</td>
<td>3</td>
</tr>
<tr>
<td>LTCY 505</td>
<td>Job-Embedded Literacy Methods</td>
<td>3</td>
</tr>
</tbody>
</table>

*Total hours: 18*

All courses are new and have been designed specifically for this program.

5. Budget implications:

Present faculty will teach these courses. Therefore, no additional costs will be incurred for faculty, equipment or other resources. As with any program/certificate, future growth may necessitate additional faculty resources.

6. Proposed term for implementation: Fall 2012

7. Dates of prior committee approvals:

<table>
<thead>
<tr>
<th>Committee</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>School of Teacher Education</td>
<td>12/14/2011</td>
</tr>
<tr>
<td>CEBS Curriculum Committee</td>
<td>2/7/2012</td>
</tr>
<tr>
<td>Graduate Council</td>
<td>4/12/2012</td>
</tr>
<tr>
<td>University Senate</td>
<td>5/15/2012</td>
</tr>
<tr>
<td>Board of Regents</td>
<td></td>
</tr>
</tbody>
</table>
REQUEST:

Approval of a new graduate certificate in Nonprofit Administration offered through the Kinesiology, Recreation, and Sport Department in the College of Health and Human Services.

FACTS:

The nonprofit sector continues to grow in size and employment opportunities. In "The Nonprofit Sector in Brief," Blackwood, Wing, & Pollack (2008) reported 1.4 million nonprofit organizations registered with the Internal Revenue Service; this was a 27.3% change over a ten year period. Cryer (2008) reported a 16% nonprofit employment growth during 1998-2005. Blackwood, et al also noted, for the ten year period 1995-2005, revenues and assets for reporting nonprofits grew approximately 54% compared to the U.S. GDP growth of 35%. They also reported $1.6 trillion in revenue and $3.4 trillion in assets for 2005 reporting nonprofits. The U.S. Department of Labor's Occupational Outlook Handbook reports "Wage and salary jobs in advocacy, grant making, and civic organizations are projected to increase 13 percent over the 2006-16 period, compared to 11 percent growth projected for all industries combined." These statistics help demonstrate a need for new and continued programs addressing the specific needs of nonprofit organizations.

The graduate certificate in Nonprofit Administration prepares students for careers in, and service to, the nonprofit sector. Guided by national curricular guidelines, the focused program addresses current issues and skills relevant to the nonprofit sector. The 12 credit hour certificate requires the completion of the following courses:

- RSA 560 Issues in Nonprofit Administration (3 credits)
- RSA 565 Nonprofit Grant Writing and Fundraising (3 credits)
- RSA 570 Fiscal Administration in the Nonprofit Sector (3 credits)
- RSA 585 Nonprofit Practicum (3 credits)

BUDGETARY IMPLICATIONS & IMPLEMENTATION DATE: Spring 2013. The program will be offered through DELO. New faculty positions are not requested at this time. If the program demonstrates growing enrollment numbers, additional faculty resources will be added to the college staffing plan.

RECOMMENDATION:

President Gary A. Ransdell recommends approval of a graduate certificate in Nonprofit Administration.

MOTION:

Approval to establish a graduate certificate in Nonprofit Administration.
College of Health and Human Services  
Department of Kinesiology, Recreation, and Sport  
Proposal to Create a New Certificate Program

Contact Persons: Raymond Poff, Ph.D.  raymond.poff@wklu.edu  (270) 745-2498  
Bruce Larson, Ed.D.  bruce.larson@wklu.edu  (270) 745-2211

1. **Identification of program:**
   
   1.1 Program title: Nonprofit Administration
   
   1.2 Required hours in program: 12 hours
   
   1.3 Special information: This proposed program will be delivered as an online program by the Department of Kinesiology, Recreation and Sport in coordination with the WKU Division of Extended Learning and Outreach. This graduate certificate is intended for students desiring to enhance their skills and expertise related to the administration of nonprofit sector organizations.
   
   1.4 Catalog description: The graduate certificate in Nonprofit Administration (reference number TBA) prepares students for careers in, and service to, the nonprofit sector. Guided by national curricular guidelines, the focused program addresses current issues and skills relevant to the nonprofit sector. The 12 credit hour certificate requires the completion of the following courses: RSA 560 Issues in Nonprofit Administration, RSA 565 Nonprofit Grant Writing and Fundraising, RSA 570 Fiscal Administration in the Nonprofit Sector, and RSA 585 Nonprofit Practicum.

2. **Objectives of the proposed certificate program:** The primary objective of the proposed graduate program in Nonprofit Administration is to provide students with specialized education and training related to the nonprofit sector. National curriculum standards/recommendations published by the Nonprofit Academic Centers Council (NACC, 2007) and Nonprofit Leadership Alliance (NLA, 2008) have been consulted to guide the development of the curriculum. Accreditation standards have not been established for nonprofit academic programs, but the NACC and NLA standards are nationally recognized. Developing the certificate based on these guidelines helps ensure WKU students are being taught the latest developments in the field. In addition, following these guidelines will help WKU students meet many of the requirements for the Certified Nonprofit Professional (CNP) national credential and the national Nonprofit Leadership Alliance Nonprofit Management and Leadership certification. Examples of nonprofit curricular / competency areas that could be covered by courses in this certificate program include:
### NACC (2007) vs. NLA (2008)

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Comparative Perspectives on the Nonprofit Sector, Voluntary Action and Philanthropy</td>
<td>Historical &amp; Philosophical Foundations</td>
<td></td>
</tr>
<tr>
<td>Scope and Significance of the Nonprofit Sector, Voluntary Action and Philanthropy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>History and Theories of the Nonprofit Sector, Voluntary Action and Philanthropy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ethics and Values</td>
<td>Ethics and Values</td>
<td></td>
</tr>
<tr>
<td>Nonprofit Governance and Leadership</td>
<td>Nonprofit Management + Board/Committee Dev.</td>
<td></td>
</tr>
<tr>
<td>Leadership, Organization and Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonprofit Law</td>
<td>Risk Management and Legal Issues</td>
<td></td>
</tr>
<tr>
<td>Nonprofit Economics</td>
<td>Nonprofit Accounting &amp; Financial Management</td>
<td></td>
</tr>
<tr>
<td>Nonprofit Finance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Management and Accountability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fundraising and Development</td>
<td>Fundraising Principles and Practices</td>
<td></td>
</tr>
</tbody>
</table>

Depending on a student’s prior experiences, graduates of this proposed certificate program may be competitive for entry, mid-level, or executive positions within the nonprofit sector. Cryer (2008) categorized the sector’s jobs as: senior management; programs and service delivery; administration, human resources, and finance; development and fundraising; communications; and consulting. In addition, Cryer (2008) identified the following as some of the key nonprofit subsectors: arts, culture, humanities; education; environment and animals; health; human services; international and foreign affairs; public or societal benefit; religion-related; and mutual/membership benefit.

3. **Rationale:**

3.1 Reason for developing the proposed certificate program: Students and professionals have indicated interest and support for a nonprofit administration graduate program as a mechanism for more specialized (specifically related to their chosen careers) training for entry-level and experienced professionals alike. Discussions with various WKU graduate program directors/coordinators have revealed that this graduate certificate program and courses would help fill an important need for students in the Ed.D. Educational Leadership (Organizational Leadership track), M.A. in Leadership Dynamics, and the Masters of Public Administration. There may be other programs as well, but these are the ones currently identified. Additionally, this graduate certificate program will serve as an important educational opportunity for working nonprofit professionals. This graduate certificate program will provide online learning opportunities for both full and part-time students.

The nonprofit sector continues to grow in size and employment opportunities. In “The Nonprofit Sector in Brief,” Blackwood, Wing, & Pollack (2008) reported 1.4 million nonprofit organizations registered with the Internal Revenue Service; this was a 27.3%
change over a ten year period. Cryer (2008) reported a 16% nonprofit employment growth during 1998-2005. Blackwood, et al also noted, for the ten year period 1995-2005, that revenues and assets for reporting nonprofits grew approximately 54% compared to the U.S. GDP growth of 35%. They also reported $1.6 trillion in revenue and $3.4 trillion in assets for 2005 reporting nonprofits.

The U.S. Department of Labor’s Occupational Outlook Handbook reports “Wage and salary jobs in advocacy, grant making, and civic organizations are projected to increase 13 percent over the 2006-16 period, compared to 11 percent growth projected for all industries combined.” These statistics help demonstrate a need for new and continued programs addressing the specific needs of nonprofit organizations.

3.2 Relationship of the proposed certificate program to other programs now offered by the department: There are no similar graduate certificate programs offered by the Department of Kinesiology, Recreation and Sport. Prior to this proposal, graduate courses in the area of Nonprofit Administration have not been available.

3.3 Relationship of the proposed certificate program to certificate programs offered in other departments: There are no similar certificate programs offered by other departments at WKU. A great value of this proposed program includes addressing content areas not currently being offered at WKU. This graduate certificate program will enable WKU students to gain a new area of expertise not currently available.

3.4 Projected enrollment in the proposed certificate program: 15-20 students in the initial cohort in Spring 2013. Initial enrollment is anticipated to include graduate students from the Ed.D. Educational Leadership (Organizational Leadership track), M.A. in Leadership Dynamics, and the Masters of Public Administration programs. Initial enrollment is also anticipated to include students not currently enrolled at WKU such as, working nonprofit professionals and former WKU graduates of related baccalaureate degree programs.

3.5 Similar certificate programs offered elsewhere in Kentucky and in other states (including programs at benchmark institutions): Among the Kentucky state-supported institutions, only one nonprofit graduate certificate program was found at Northern Kentucky University. Other schools (see table below) offered one or more courses, with nearly all of them offering some kind of concentration within a master’s degree program.

<table>
<thead>
<tr>
<th>Kentucky State-Supported Institutions</th>
<th>Name of Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Kentucky University</td>
<td>Certificate in Nonprofit Management</td>
</tr>
<tr>
<td></td>
<td>(MPA offers an available 12-13 hour nonprofit concentration)</td>
</tr>
<tr>
<td>Kentucky State University</td>
<td>No certificate</td>
</tr>
<tr>
<td></td>
<td>(MPA offers a 9 hour nonprofit concentration)</td>
</tr>
</tbody>
</table>
The lack of graduate certificate program offerings at these Kentucky universities provides WKU an opportunity to address the needs of working professionals interested in gaining additional training/education, but who may not be interested in a full master’s degree at this time. Discussions at a recent AASCU (American Association of State Colleges and Universities) conference emphasized the increasing role of certificate programs in providing additional educational opportunities. A couple of nearby institutions in Indiana (see below) have graduate certificate programs. Both of these programs are housed in universities with a very strong commitment to public and nonprofit education programs so the presence of certificate programs is not surprising.

3.6 Relationship of the proposed certificate program to the university mission and objectives: The purpose of this certificate program is to create more marketable professionals with qualifications and skills in nonprofit administration. The proposed certificate aligns with the WKU Strategic Plan by creating highly skilled and engaged graduates that can compete for the best jobs in their field around the globe. The online course delivery will allow for local, regional, national, and international marketing. The certificate will be attractive to past, current, and future students and will, therefore, positively impact graduate enrollment.
4. **Curriculum:** The 12-credit hour certificate includes the following four new courses:

<table>
<thead>
<tr>
<th>Course #</th>
<th>Course Title</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>RSA 560</td>
<td>Issues in Nonprofit Administration</td>
<td>3</td>
</tr>
<tr>
<td>RSA 565</td>
<td>Nonprofit Grant Writing and Fundraising</td>
<td>3</td>
</tr>
<tr>
<td>RSA 570</td>
<td>Fiscal Administration in the Nonprofit Sector</td>
<td>3</td>
</tr>
<tr>
<td>RSA 585</td>
<td>Nonprofit Practicum*</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td><strong>Total = 12</strong></td>
<td></td>
</tr>
</tbody>
</table>

*At the discretion of the graduate certificate program coordinator, a course substitution may be available by advisement for RSA 585 Nonprofit Practicum.*

5. **Budget implications:** This certificate program will be operated through WKU's Division of Extended Learning and Outreach (DELO) and the Department of Kinesiology, Recreation and Sport. This graduate certificate program is composed of new courses, which will create opportunities for new enrollment. Initial plans include Dr. Raymond Poff, a full-time WKU faculty member, directing the program and teaching at least one of the courses. Qualified part-time instructors with nonprofit expertise will initially be utilized to teach the other three courses. New faculty positions would not be requested prior to the program demonstrating enrollment numbers sufficiently justifying additional faculty resources.

6. **Proposed term for implementation:** Spring 2013

7. **Dates of prior committee approvals:**

- **KRS Department**
  
  02/27/12

- **CHHS Grad Curriculum Committee**

  03/19/12

- **Graduate Council**

  04/12/12

- **University Senate**

  05/15/12

- **Board of Regents**

  _________
REQUEST:
Approval of the WKU Colonnade General Education Program for implementation in Fall 2014.

FACTS:
Both WKU, and higher education in the United States, have changed dramatically in the decade since implementation of the current General Education program. In 2008, the Provost convened a General Education Task Force to undertake a systematic review of the WKU general education program and develop recommendations. The guiding principles identified by the Task Force include Southern Association of Colleges and Schools (SACS) standards for assessment as a program, and the American Association of Colleges and Universities (AAC&U) Liberal Education and America’s Promise (LEAP) recommendations. SACS principles focus on ensuring breadth of knowledge and coherent rationale at the collegiate level; LEAP is a national initiative that identifies “essential aims, learning outcomes, and guiding principles for a twenty-first century college education.” The LEAP essential learning outcomes were also utilized as a guide for the new Kentucky statewide general education transfer policy.

Through the integrator of knowledge across multiple disciplines, students will gain the fundamental skills and intellectual perspectives necessary to meet the challenges presented by a global society. The proposed program teaches students to think critically, solve problems, and communicate effectively; it encourages students to explore connections among different areas of study in order to understand better their roles as students and citizens; and it promotes intellectual curiosity and a love of learning. Structurally the program is assembled to build essential knowledge as the student advances progressively through the three tiered components:

1) Foundation: Practical and intellectual skills necessary for college success and lifelong learning;
2) Explorations: Discipline-specific concepts, theories, methodologies, and practices that provide a variety of ways to know and understand the world; and
3) Connections: The application and integration of discipline-specific knowledge to significant issues challenging our individual and shared responsibility as global citizens.

The WKU General Education Task Force recommendation was discussed and endorsed by the General Education Committee, the University Senate, the Council of Academic Deans, and the Provost.

BUDGETARY IMPLICATIONS & IMPLEMENTATION DATE: Fall 2014. Funding has been identified by the office of the Provost to provide adequate staffing, funding and development for successful implementation and assessment.

RECOMMENDATION:
President Gary A. Ransdell recommends approval of the WKU Colonnade Program for implementation as the university’s general education program effective Fall 2014.

MOTION:
Approval of the WKU Colonnade Program for implementation effective Fall 2014.
WKU COLONNADE PROGRAM

Submitted by the General Education Review Task Force October 18, 2011

Endorsed by the University Senate May 15, 2012
CONTEXT

In the fall of 2008, Provost Barbara Burch convened the General Education Review Task Force to undertake a systematic review of Western Kentucky University’s current General Education program. Over the past three years, twenty-three faculty leaders and administrators from across the university have served on the Task Force.

Both WKU and higher education in the United States have changed dramatically in the decade since the implementation of the current General Education program in 2001. The Task Force spent much of its time attempting to identify and articulate basic guiding principles and goals for General Education at WKU. In keeping with the original charge, the committee worked diligently to “develop an imaginative and innovative core curriculum that best serves the education needs of our students” in the 21st century.

In particular, the Task Force considered several central questions:

- **What do students need to know?** What are the essential skills and knowledge base required of every WKU graduate? And what role does General Education play in meeting those educational needs?
- **Why do students need those skills and that knowledge?** How can WKU build a more cohesive and intentional General Education program that articulates both for students and faculty our shared academic goals and intellectual values?
- **Can we build a better General Education program to foster those values and promote student learning?** Are there more imaginative and creative ways to deliver General Education that engender interdisciplinary thinking, experiential learning, and social responsibility? How can the General Education program complement and support the existing disciplines and majors across the university? How will WKU’s program address state concerns over transferability?
- **How will we know that they have learned?** What governance structure and assessment mechanism will best serve the institution to achieve our goals? How can the spirit of these reforms be maintained over a long period?

Several internal and external factors influenced the initiation, development, and timing of this report. The Task Force worked within the framework of the institutional goals articulated in the 2005 Quality Enhancement Plan developed for the Southern Association of Colleges and Schools (SACS), as well as the WKU Strategic Plan. More recently, the work of the Coordinating Council on Global Education and the Sustainability Committee brought forward new university initiatives that must be incorporated into a larger curricular framework. The Task Force also sought to address the concern of the most recent SACS
report regarding the need to develop a more robust assessment plan for General Education as a program. And finally, the recently approved (June 2011) statewide General Education Transfer Policy forced the Task Force to consider a plan that would conform to those new guidelines.

GUIDING PRINCIPLES

Recent work by the American Association of Colleges and Universities (AAC&U), a leading association of more than 1100 colleges and universities in North America, guided the thinking of the Task Force. In 2005, the AAC&U sponsored the Liberal Education and America’s Promise (LEAP) Initiative as a national effort to identify the “essential aims, learning outcomes, and guiding principles for a twenty-first century college education” (see http://www.aacu.org/leap/vision.cfm). The work of the National Leadership Council for LEAP published its findings in College Learning for the New Global Century (2007). In concert with the Kentucky Council on Postsecondary Education, the Task Force recommended adoption of the LEAP “Essential Learning Outcomes” as the cornerstone of an effective core curriculum, including general education. Those outcomes were adapted for WKU:

1. **Knowledge of human cultures and the physical and natural world, including**
   a. An informed acquaintance with major achievements in the arts and the humanities
   b. An appreciation of the complexity and variety of the world’s cultures;
   c. An understanding of the scientific method and a knowledge of natural science and its relevance in our lives;
   d. A historical perspective and an understanding of connections between past and present.

2. **Intellectual and practical skills, including**
   a. The capacity for critical and logical thinking;
   b. Proficiency in reading, writing, and speaking;
   c. The ability to understand and apply mathematical skills and concepts.

3. **Personal and social responsibility, including**
   a. An understanding of society and human behavior;
   b. An understanding of factors that enhance health, well-being, and quality of life.

4. **Integrative Learning, including**
   Synthesis and advanced accomplishments across general and specialized studies.
WKU COLONNADE PROGRAM:
Ways of Knowing and Understanding

PROGRAM PHILOSOPHY

The Task Force believes that General Education at Western Kentucky University is the core of the undergraduate experience and provides students with a broad education in important areas of human knowledge. Through the integration of knowledge across multiple disciplines students will gain the fundamental skills and intellectual perspectives necessary to meet the challenges presented by a global society. The General Education program teaches students to think critically, solve problems, and communicate effectively; it encourages students to explore connections among different areas of study in order to understand better their roles as students and citizens; and it promotes intellectual curiosity and a love of learning.

PROGRAM STRUCTURE AND REQUIREMENTS

After much discussion and work, the General Education Review Task Force produced a draft proposal for the revision of the WKU Core curriculum. In an effort to distinguish it from the previous general education program and move it in a new direction, the Task Force proposed “WKU COLONNADE PROGRAM” as the name for this new curriculum. The name intends to invoke the symbolism of WKU’s past, while pointing to the essential and foundational quality of the university core curriculum. The WKU COLONNADE PROGRAM seeks to embody the goals and learning outcomes stated above, blending both distributional elements and core curricular structures.

The 39-hour WKU COLONNADE PROGRAM consists of the following required coursework:

- **Foundations**: Practical and Intellectual Skills (18 hrs.)
- **Explorations**: Knowledge of Human Cultures and the Physical and Natural World (12 hrs.)
- **Connections**: Understanding Individual and Social Responsibility (9 hrs.)

All coursework in the WKU COLONNADE PROGRAM is categorized as General Education coursework.
# WKU Colonnade Program

<table>
<thead>
<tr>
<th>Foundations (18 hours)</th>
<th>Explorations (12 hours)</th>
<th>Connections (9 hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intellectual and Practical Skills</td>
<td>Knowledge of Human Cultures and the Physical and Natural World</td>
<td>Understanding Individual and Social Responsibility</td>
</tr>
<tr>
<td>College Composition (ENG 100)</td>
<td>Arts &amp; Humanities (3 hours)</td>
<td>Social and Cultural (3 hours)</td>
</tr>
<tr>
<td><em>Students with English ACT of 29 or above will receive credit for this requirement.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Writing in the Disciplines (ENG 300, or 200-level or higher writing in the discipline course)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Human Communication (COMM 145 or other approved courses)</td>
<td>Social and Behavioral Sciences (3 hours)</td>
<td>Local to Global (3 hours)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quantitative Reasoning (MATH 109, 116, or other approved courses)</td>
<td>Natural and Physical Sciences (Minimum of 6 hours, including one course with an essential applied/lab component. Two different disciplines must be taken.)</td>
<td>Systems (3 hours)</td>
</tr>
<tr>
<td><em>Students with Math ACT of 26 or above will receive credit for this requirement.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Literary Studies (ENG 200 or other approved courses)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>World History (HIST 101/102)</td>
<td></td>
<td></td>
</tr>
</tbody>
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*WORLD LANGUAGE PROFICIENCY*

Admitted students are expected to demonstrate language proficiency at the “Novice high” level before completing 60 hours of coursework. Additional courses may be taken to meet this proficiency.


**WKU COLONNADE PROGRAM CORE REQUIREMENTS**

**Foundations: Practical and Intellectual Skills**

*Foundations* courses ensure that students begin their education with the practical and intellectual skills necessary for college success and lifelong learning. Students become adept at critical and analytical thinking, written and oral expression, interpretation of evidence and data, and evaluation of the artifacts of human expression and experience. *Foundations* courses prepare students for success in *Explorations, Connections*, and in their major field of study. (18 hours)

**College Composition (3 hours)**

**ENG 100**

English 100 introduces students to college-level writing and critical reading, gives students instruction and practice in writing and reading college-level essays, and makes students aware of how various audiences and rhetorical situations call for different choices in language, structure, format, and tone. Assignments stress how and why writers make rhetorical choices and are designed both to immerse students in written language and to develop critical thinking, reading, and writing skills. Students with English ACT of 29 or higher will receive 3 hours credit for this requirement.

Students will demonstrate the ability to:

1. Write clear and effective prose in several forms, using conventions appropriate to audience (including academic audiences), purpose, and genre.
2. Find, analyze, evaluate, and cite pertinent primary and secondary sources, including academic databases, to prepare written texts.
3. Identify, analyze, and evaluate statements, assumptions, and conclusions representing diverse points of view, and construct informed, sustained, and ethical arguments in response.
4. Plan, organize, revise, practice, edit, and proofread to improve the development and clarity of ideas.
**Writing in the Disciplines** (3 hours)
ENG 300 or approved "Writing in the Discipline" course

Writing in the Disciplines courses give students advanced instruction and practice in writing and reading essays within an academic discipline and make students aware of how disciplinary conventions and rhetorical situations call for different choices in language, structure, format, tone, citation, and documentation. Students conduct investigations into writing and reading conventions in their fields and receive advanced instruction in planning, drafting, arranging, revising, and editing discipline-specific essays.

Students will demonstrate the ability to:

1. Write clear and effective prose in several forms, using conventions appropriate to audience (including academic audiences), purpose, and genre.
2. Find, analyze, evaluate, and cite pertinent primary and secondary sources, including academic databases, to prepare written texts.
3. Identify, analyze, and evaluate statements, assumptions, and conclusions representing diverse points of view, and construct informed, sustained, and ethical arguments in response.
4. Plan, organize, revise, practice, edit, and proofread to improve the development and clarity of ideas.
5. Distinguish among various kinds of evidence by identifying reliable sources and valid arguments.

**Human Communication** (3 hours)
COMM 145 or other approved courses

Human Communication courses develop foundational skills of critical listening, speaking, and presentation in a variety of social and cultural contexts. Students will learn to analyze arguments and to communicate ideas clearly and effectively in oral and written formats.

Students will demonstrate the ability to:

1. Listen and speak competently in a variety of communication contexts, which may include public, interpersonal, and/or small-group settings.
2. Find, analyze, evaluate, and cite pertinent primary and secondary sources, including academic databases, to prepare speeches and written texts.
3. Identify, analyze, and evaluate statements, assumptions, and conclusions representing diverse points of view, and construct informed, sustained, and ethical arguments in response.
4. Plan, organize, revise, practice, edit, and proofread to improve the development and clarity of ideas.
Quantitative Reasoning (3 hours)
MATH 109, 116, or other approved courses

Quantitative Reasoning courses teach students to interpret, illustrate, and communicate mathematical and/or statistical ideas. Students will learn to model and solve problems. Students with a Math ACT of 26 or higher will receive 3 hours credit for this requirement.

Students will demonstrate the ability to:

1. Interpret information presented in mathematical and/or statistical forms.
2. Illustrate and communicate mathematical and/or statistical information symbolically, visually and/or numerically.
3. Determine when computations are needed and execute the appropriate computations.
4. Apply an appropriate model to the problem to be solved.
5. Make inferences, evaluate assumptions, and assess limitations in estimation modeling and/or statistical analysis.

Literary Studies (3 hours)
ENG 200 or other approved courses.

Literary Studies courses provide an introduction to a variety of literature at the college level. Assignments encourage critique and analysis and give students introductory knowledge of key literary terms, concepts, and reading strategies. Students apply this knowledge in discussing and writing about literary texts and consider how literature inscribes the human experience. Because these classes emphasize the reading of primary texts, instructors will focus on literacy skills to supplement content course work.

Students will demonstrate the ability to:

1. Utilize basic formal elements, techniques, concepts and vocabulary of specific disciplines within the Arts and Humanities.
2. Distinguish among various kinds of evidence by identifying reliable sources and valid arguments.
3. Demonstrate how social, cultural, and historical contexts influence creative expression in the Arts and Humanities.
4. Evaluate the significance of human expression and experience in shaping larger social, cultural, and historical contexts.
5. Evaluate enduring and contemporary issues of human experience.
6. Students will read, comprehend, and analyze primary texts independently and proficiently.
World History (3 hours)
HIST 101 or 102

World History introduces students to the global past while also developing their critical thinking skills. We live in a world tightly linked by webs of communication, commerce, and shared challenges. Despite these links, the world remains diverse in its cultures, ideals, and institutions. World Civilization helps students understand this integration and continuing diversity, and strengthens students' ability to evaluate sources and arguments. Because these classes emphasize the reading of primary texts, instructors will focus on literacy skills to supplement content course work.

Students will demonstrate the ability to:

1. Demonstrate knowledge of at least one area of the social and behavioral sciences.
2. Apply knowledge, theories, and research methods, including ethical conduct, to analyze problems pertinent to at least one area of the social and behavioral sciences.
3. Understand and demonstrate how at least one area of the social and behavioral sciences conceptualizes diversity and the ways it shapes human experience.
4. Integrate knowledge of at least one area of the social and behavioral sciences into issues of personal or public importance.
5. Communicate effectively using the language and terminology germane to at least one area of the social and behavioral sciences.
6. Students will read, comprehend, and analyze primary texts independently and proficiently.
Explorations: Knowledge of Human Cultures and the Physical and Natural World

Explorations courses introduce students to discipline-specific concepts, theories, methodologies, and practices that provide a variety of ways to know and understand the world. From artistic expression to scientific experimentation, students learn how various forms of disciplinary knowledge can be applied to solve problems, to understand social interaction, and to interpret human experience through language and image. (12 hours)

A. Arts and Humanities (3 hours)

Students analyze concepts, theories, methodologies, and practices from the arts and humanities in order to interpret the human experience through literary, visual, and performing arts. Courses offer opportunities for students to explore cultural expressions and enduring questions about human experience.

Students will demonstrate the ability to:

1. Utilize basic formal elements, techniques, concepts and vocabulary of specific disciplines within the Arts and Humanities.
2. Distinguish between various kinds of evidence by identifying reliable sources and valid arguments.
3. Demonstrate how social, cultural, and historical contexts influence creative expression in the arts and humanities.
4. Evaluate the significance of human expression and experience in shaping larger social, cultural, and historical contexts.
5. Evaluate enduring and contemporary issues of human experience.
B. Social and Behavioral Sciences (3 hours)

Students explore the human experience using theories and tools of the social and behavioral sciences. Courses require students to analyze problems and conceptualize the ways in which these theories and tools inform our understanding of the individual and society.

Students will demonstrate the ability to:

1. Demonstrate knowledge of at least one area of the social and behavioral sciences.
2. Apply knowledge, theories, and research methods, including ethical conduct, to analyze problems pertinent to at least one area of the social and behavioral sciences.
3. Understand and demonstrate how at least one area of the social and behavioral sciences conceptualizes diversity and the ways it shapes human experience.
4. Integrate knowledge of at least one area of the social and behavioral sciences into issues of personal or public importance.
5. Communicate effectively using the language and terminology germane to at least one area of the social and behavioral sciences.

C. Natural and Physical Sciences (Minimum of 6 hours from two different disciplines)

Students use the scientific perspective to gain basic understanding of the natural and physical world and the relevance of science to issues of personal and public importance. Courses examine scientific principles through different modes and scales of observation, development of theories and hypotheses, and data collection and interpretation. Hands-on experience provides an essential applied component in this category.

Students will demonstrate the ability to:

1. Demonstrate an understanding of the methods of science inquiry.
2. Explain basic concepts and principles in one or more of the sciences.
3. Apply scientific principles to interpret and make predictions in one or more of the sciences.
4. Explain how scientific principles relate to issues of personal and/or public importance.
**Connections:**
Understanding Individual and Social Responsibility

*Connections* courses direct students to apply and integrate discipline-specific knowledge and skills to the significant issues challenging our individual and shared responsibility as global citizens. Students will learn to analyze and evaluate cultural contexts, examine issues on both a local and global scale, and apply system-level approaches to the stewardship of our social and physical environments.

Although they may be used with a major or minor program, *Connections* courses are classes at the 200-level or above designed for the general student population, and should be taken only after students have earned at least 21 hours in *WKU Colonnade Program* coursework or have achieved junior status. *Connections* courses may not have graduate components or prerequisites other than approved courses within the *WKU Colonnade Program*. Students will take one course from each of the three following areas. Courses selected must be from three different disciplines (usually defined by course prefixes). (9 hours)

### A. Social and Cultural (3 hours)

Students will investigate ways in which individuals shape, and are shaped by, the societies and cultures within which they live. Courses will consider the ethical questions and shared cultural values that shape societal norms and behaviors, the independent and collective or collaborative artistic expression of those values, and/or the role of social and cultural institutions in developing and sustaining norms, values, and beliefs.

Students will demonstrate the ability to

1. Analyze the development of self in relation to others and society.
2. Examine diverse values that form civicly engaged and informed members of society.
3. Evaluate solutions to real-world social and cultural problems.
B. Local to Global (3 hours)

Students will examine local and global issues within the context of an increasingly interconnected world. Courses will consider the origins and dynamics of a global society, the significance of local phenomena on a global scale, and/or material, cultural, and ethical challenges in today's world.

Students will demonstrate the ability to

1. Analyze issues on local and global scales.
2. Examine the local and global interrelationships of one or more issues.
3. Evaluate the consequences of decision-making on local and global scales.

C. Systems (3 hours)

Students will examine systems, whether natural or human, by breaking them down into their component parts or processes and seeing how these parts interact. Courses will consider the evolution and dynamics of a particular system or systems and the application of system-level thinking.

Students will demonstrate the ability to

1. Analyze how systems evolve.
2. Compare the study of individual components to the analysis of entire systems.
3. Evaluate how system-level thinking informs decision-making, public policy, and/or the sustainability of the system itself.
IMPLEMENTATION

The General Education Review Task Force submitted its final report to the University Senate in October 2011. Following its review, the University Senate endorsed the program in May 2012. In Summer 2012, the University Senate will establish a **WKU Colonnade Program Implementation Committee** that will oversee the transition to the new program. Beginning in the Fall 2012 semester, departments will be able to move forward with the revision/creation of courses for inclusion in the new program. The University Senate recommends full implementation of the **WKU Colonnade Program** beginning in the Fall 2014 semester. The University Senate and the Provost’s office will work together to assure a seamless transition to the new core curriculum.
GENERAL EDUCATION REVIEW TASK FORCE MEMBERS

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Craig Cobane (Honors College)
Robert Dietle (History)
Sylvia Dietrich (School of Teacher Education)
Molly Dunkumi (Mathematics & Computer Science)
Christopher Ervin (English, Director of Composition)
Gary English (Public Health)
Sylvia Gaiko (ex officio, Academic Affairs)
Quentin Hollis (Liberals Arts & Sciences, University College)
Kate Hudepohl (Folk Studies & Anthropology)
Karen Mason (Consumer & Family Sciences)
Zubair Mohamed (Management)
Doug McElroy (Academic Affairs)
Roger Murphy (Political Science)
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Jane Olmsted (Women's Studies)
Nathan Phelps (Honors College)
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Michelle Trawick (Economics)
Richard Weigel (University Senate)
Elizabeth Winkler (English)
Andrew Wulff (Geology & Geography)

UNIVERSITY SENATE GENERAL EDUCATION COMMITTEE MEMBERS

Nathan Lee Bishop (SCA)
Krisstal Clayton (Psychology)
Kim Cunningham (Academic Support)
Robert Dietle (History)
Amanda Drost (Library Technical Services)
Sylvia Gaiko (ex officio, Academic Affairs)
Peggy Gripshover (Geography & Geology)
Alexander Lebedinsky (Economics)
Andy Mienaltowski (Psychology)
Nathan Phelps (Honors College-University College)
Eric Reed, Chair (History)
Dawn Wright (Nursing)
REQUEST:
Approval of a University College Departmental Consolidation effective July 1, 2012.

FACTS:
Background: WKU is currently preparing for Reaffirmation of Accreditation by the Southern Association of Colleges and Schools (SACS) in 2015, and our experience with our recent mid-term SACS compliance report in 2011 shows that SACS is placing a much greater emphasis on the distinction between academic programs and departments (i.e., tenure-granting units) within the University. It is not uncommon for several academic programs to reside in the same department, or for an academic program to span multiple departments. It is therefore important to distinguish between academic programs and departmental units, and to identify, for each faculty member, not only the home department, but also the field of specialization.

Proposed Action: With the above in mind, the University College intends to consolidate its faculty and its various academic programs into seven departmental units. These are the Department of Academic Support, the Department of Liberal Arts and Sciences, the Department of Professional Studies, the Department of Interdisciplinary Studies, the Honors Academy, the School of Leadership Studies, and the Department of Diversity & Community Studies. Although the descriptive names (department, school, academy) of these units differ, each functions as a “department” for the purposes of applicable university policies. A revised organizational chart is attached.

This change does not involve the creation of any new departmental units, but some renaming and changes in scope are involved. The Leadership Studies Program will be retitled the School of Leadership Studies, to clearly distinguish it as an administrative unit, rather than an academic program. A more significant change is in the academic unit of Gender & Women’s Studies, which will expand to encompass several other disciplines, thus providing the necessary tenure home for faculty in a number of related fields. Commensurate with this move, we propose a name change to the Department of Diversity & Community Studies, which will be the tenure home not only for faculty in the Gender & Women’s Studies program, but also for faculty in areas such as African-American Studies, Gerontology, and Citizenship & Social Responsibility. This change does not affect the organizational structure or content of any academic programs offered by the department, nor are any personnel actions involved. New tenure-eligible faculty in the University College will be appointed to positions in the appropriate department. Tenure-eligible faculty whose lines currently reside elsewhere in the University but who believe that one of these new departments is a better “fit” to their credentials and interests will, contingent on mutual agreement amongst the faculty member, the department where the line currently resides and the new department, be offered the opportunity move the tenure-eligible line (and its associated budget line) to the new department. All faculty will, of course, follow College and departmental policies regarding issues addressed by the Faculty Handbook, in particular eligibility for promotion and tenure within that department.

RECOMMENDATION:
President Gary A. Ransdell recommends approval of the University College Departmental Consolidation effective July 1, 2012.

MOTION:
Approval of the University College Departmental Consolidation effective July 1, 2012.
University College Organizational Chart for the Purposes of Tenure and Promotion

University College Dean Dennis George

Department of Academic Support Mr. Tim Brotherton
Department of Liberal Arts and Sciences Ms. Deborah Weisbecher
Department of Professional Studies Mr. Ron Mitchell
Department of Interdisciplinary Studies Dr. Kenneth Kuehn
Department of Diversity & Community Studies Dr. Jane Olmsted
School of Leadership Studies Dr. Cecile Garmon
Honors Academy Dr. Craig Cobane

South Campus

Main Campus
REQUEST:

The President recommends approval of the proposed The Kentucky Museum @ WKU Policies Manual, dated July 2012 and also requests that the Board determine it is in the best interests of the University and the public to exempt objects in the Kentucky Museum collection from the University’s surplus property disposal process.

FACTS:

The Kentucky Museum is seeking accreditation from the American Association of Museums (AAM). Accreditation will be an acknowledgement that the museum operates according to peer-reviewed museum standards. If attained, the Museum will join a select group comprised of approximately 10% of museums across America. Accreditation also brings with it the possibility of greater advantage when seeking grants, and the ability to borrow objects from more prestigious museums from around the world.

In order to achieve this standing, the Kentucky Museum must follow best practices of museum operations as determined by the AAM, including the AAM standards related to deaccessioning procedures. The AAM requires, as the highest standard of operations, that the value of a deaccessioned object be returned to a fund that supports the care of the collections or acquisition of new collections. The proposed Policy, in Section III, provides for disposal of objects in the Kentucky Museum collection only under specific circumstances and in accordance with a precise process for such disposal.

Deaccessioning is the process of removing an object from a museum collection for specific reasons. The Kentucky Museum’s collection is considered property of the university, and as such is subject to KRS 164A.575 and the university’s surplus property disposal process. Currently, university surplus property is turned over to the Department of Purchasing, which then disposes of the property by offering it for sale on EBay, and the revenue from the sale is deposited into the University’s general institutional budget.

KRS 164A.575(5) provides that “the governing board shall have the power to salvage, to exchange, and to condemn supplies, equipment, and real property.” KRS 164A.575(7) states that the Board “shall sell or otherwise dispose of all real or personal property of the institution which is not needed or has become unsuitable for public use, or would be more suitable consistent with the public interest for some other use, as determined by the board.” Section 7 also states, “...unless the Board deems it in the best interest of the University to proceed otherwise, all such real or personal property shall be sold either by invitation of sealed bids or by public auction...”
Therefore, the University is requesting that the Board (1) approve the Policy and also (2) determine it to be in the best interests of the University and the public to dispose of objects in the Kentucky Museum collection, including any objects acquired in the future, under the process outlined in Article IV of Policy, and that said objects will be excepted from and not subject to the University’s surplus property disposal process.

**BUDGETARY IMPLICATIONS:** None

**RECOMMENDATION:** President Ransdell recommends approval of the *The Kentucky Museum @ WKU Policies Manual*, July 2012 and also requests, in accordance with KRS 164A.575, that the Board determine it be in the best interests of the University and the public to exempt objects in the Kentucky Museum collection from the University’s surplus property disposal process.

**MOTION:** Approval of *The Kentucky Museum @ WKU Policies Manual*, July 2012 and confirmation it is in the best interests of the University and the public to exempt objects in the Kentucky Museum collection from the University’s surplus property disposal process.
The Kentucky Museum @ WKU
Policies Manual
June 2012
# TABLE OF CONTENTS

## I. HISTORY AND MISSION  

3

## II. GENERAL OPERATIONS MANUAL  

4  
A. ORGANIZATIONAL STRUCTURE  
4  
B. MUSEUM ETHICS  
6  
C. EDUCATIONAL PROGRAMS  
7  
D. COLLECTIONS  
8  
E. ADMISSIONS  
11  
F. RENTALS  
11  
G. MUSEUM STORE  
12

## III. COLLECTIONS POLICY  

13  
A. COLLECTIONS  
13  
B. TYPES OF COLLECTIONS  
13  
C. SCOPE OF ACCESSIONED COLLECTION  
14  
D. PROCESS OF ACQUIRING COLLECTIONS  
14  
E. REMOVAL OF ARTIFACTS FROM THE COLLECTIONS  
16

## IV. DEACCESSION POLICY  

17  
A. DEFINITION AND GUIDELINES  
17  
B. CRITERIA  
17  
C. DISPOSITION OF DEACCESSIONED OBJECTS  
17  
D. AUTHORITY AND PROCESS  
18

## V. EXHIBITION POLICY  

20  
A. EXHIBITION PHILOSOPHY  
20  
B. TYPES OF EXHIBITIONS  
20  
C. EXHIBITION GUIDELINES  
21  
D. EXHIBITION COMMITTEE  
21  
E. EXHIBITION DEVELOPMENT  
22  
F. LOANS  
23  
G. PROPOSALS FOR EXHIBITIONS FROM OUTSIDE GROUPS  
23

## VI. COMMUNITY EDUCATION POLICY  

26  
A. PHILOSOPHY  
26  
B. POLICIES AND PROCEDURES  
26  
C. SERVING WKU  
26  
D. SERVING WKU FACULTY AND STAFF  
27  
E. SERVING THE COMMUNITY  
27  
F. EVALUATION  
28
I. History and Mission

A. History

Founded in the 1920s by WKU’s first president, Dr. H. H. Cherry, the Kentucky Museum’s original purpose was intended as a repository for books, papers, and objects related to Kentucky’s history so that Kentuckians would have a place to learn about Kentucky. To house the growing collection, the Kentucky Building was planned and construction began in 1929, finally opening its doors in 1939. The first major donation to the Museum was a large collection of European paintings and decorative arts by an alumnus.

As collections grew, more space was needed so a wing was added in 1979, bringing the total space up to 80,000 sq. ft. The following year a large, early log house was donated and became the biggest object in the collection. The Museum continues to grow and expand its offerings to the campus, the community, and the world around us. To meet the needs of the growing collection and to provide more exhibition space, off-site collection storage was added in 2006, providing an additional 10,000 sq. ft. of space to the Museum complex.

B. Mission

The Kentucky Museum houses fine and decorative arts, textiles, and everyday objects from Kentucky, including Native American artifacts. It also houses European, African, Asian, and South American pieces which have generally, but not always, a Kentucky connection. The Museum includes a strong community education area.

The Museum serves the WKU community with research and teaching opportunities, the regional community with cultural experiences, and travelers with an introduction to our unique state and regional culture.

We operate on the philosophy that culture is our soul.
II. General Operations Manual

A. Organizational Structure

*(see Appendix for Organizational Charts)*

1. Board of Directors

The role of the Board of Directors is to serve the Museum Director, staff, and committees in an advisory role, as needed and appropriate, and to ensure that adequate funds are available for the operations of the Museum, through liaison with the Director of the Museum (see item 2) and the Kentucky Museum Friends (see item 5). The Board consists of twenty-one (21) members, twelve (12) of which are community representatives appointed by the President of WKU, in consultation with the President of the WKU Foundation, and nine (9) are appointed by the WKU Provost to represent WKU faculty, staff, students and alumni. Board members are appointed to three-year terms in a staggered rotation. The Director of the Kentucky Museum is an *ex officio* member of the Board. The Board is represented on all the working committees of the Museum.

2. Museum Director

The Director of the Kentucky Museum (“Museum Director”) is responsible for both strategic and day-to-day operations of the Museum. S/he

   a. reports to the WKU Provost and represents the Museum to the Board of Directors and to the VP for Development & Alumni Relations;

   b. represents the Museum on campus and within the community;

   c. works with curators and relevant committees to establish exhibit schedules, programs and workshops; and

   d. works with WKU Campus and Facilities Management as building coordinator of the Kentucky Building
3. **Organization within WKU**

a. **Relationship to Academic Affairs**

The Kentucky Museum operates within Academic Affairs, with the Director of the Museum reporting directly to the WKU Provost and Vice President for Academic Affairs.

b. **Relationship to the WKU Foundation**

The Museum Director holds an *ex officio* position on the Board of Directors and on the Kentucky Museum Friends (KMF). S/he keeps the Board of Directors informed of Museum operations, and seeks their advice and counsel in planning the future of the Museum. Since the Board of Directors operates under the umbrella of the WKU Foundation, the President of the WKU Foundation oversees its operation.

The organizational charts in the Appendix illustrate the Museum's direct and affiliated connections between the Office of the Provost, the Board of Directors and the WKU Foundation.

c. **Relation to the WKU Libraries**

The Museum Director has a close liaison with the Head of Department of Library Special Collections, who reports to the Dean of the WKU Libraries. Faculty with Museum duties normally hold academic positions in the Department of Library Special Collections, and as such, are promoted, tenured and evaluated through that academic department.

4. **Faculty and Staff**

a. The Museum faculty consist of:
   i. Museum Director;
   ii. Curator of Collections;
   iii. Curator of Exhibitions; and
   iv. Curator of Community Education.
b. Full-time staff consist of:

   i. Office Associate;
   ii. Artist-in-Residence;
   iii. Collections Assistant; and
   iv. Exhibition Technician.

c. Part-time staff consist of:

   i. Store Manager;
   ii. Exhibits Installer;
   iii. Weekend Managers; and
   iv. Reception Desk Staff.

d. Students include:

   i. Two graduate students; and
   ii. Multiple undergraduate student workers

5. **Kentucky Museum Friends**

The Friends is a non-profit entity which operates under the auspices of the WKU Foundation. It is a membership organization, representing both the community and the campus, which liaises with the Board of Directors to raise funds, through membership and special events, to support the mission of the Kentucky Museum. The Board of Directors manages the funds raised; funding requests to the Board may come from Board representatives or from the Museum Director.

B. Museum Ethics

1. All aspects of the Museum’s operation must maintain a high ethical standard. Employees, students, community members, and travelers from beyond our region are all treated with respect, without regard to national origin, gender, age, or orientation.

2. Collections are represented fairly subjected to the best scholarly research. Claims are not made to sensationalize artifacts, unless those claims can be substantiated by evidence.
3. Exhibitions represent topics objectively. Exhibit labels are written for a general audience. Texts are short, concise, and always worded to show respect to whomever or whatever might be referenced in the label.

4. Programs represent historically the topics which they cover. For example, a costumed interpreter is claimed to be “dressed in the period” only when hair, jewelry, shoes, under-garments and top clothing are all reproduced from historic examples. Materials for education programs must come from catalogs of historic reproductions or be hand-made following traditional methods.

5. The Museum Store merchandise is reasonable priced. Funds are handled in a responsible manner according to best practices for retail management.

6. Public Relations for the Museum must be dealt with responsibly. All exhibits and programs will be accurately represented to the public in all advertising.

7. Gifts to employees, in their role as employees, must be turned over to the Museum, and a determination made as to whether the gift should remain with the Museum, or returned to the employee.

8. Employees who collect, or resell in similar fields, must fully reveal the extent of such business.

C. Educational Programs

The Museum features educational programming directed at regional elementary schools and the community. This programming is funded by a revenue account. Students pay to attend classes, and those funds are used to supply art materials, crafts, copying, and other costs of the education program.

1. Traveling Trunks. Many of our programs that can be experienced with a field trip are also packaged in travelling trunks and taken into the schools.

2. Day Camps. A series of week-long day camps provides a group of students with a longer, more in-depth experience related to the topic of the camp. These day camps follow local school schedules for Fall break, Spring break, and Summer.
3. **Workshops.** Saturday workshops are directed toward adults from the community and the campus, and may focus on any topic of interest – watercolor, weaving, flower arranging, local history, etc.

D. Collections

1. General

While Kentucky’s past remains our core collecting theme, WKU’s thrust toward internationalization has expanded the KM’s mission to include the cultural heritage of all Kentuckians past and present, especially newer immigrant populations, as well as that of Kentuckians living beyond the confines of state borders. This may include collections created by Kentuckians while living abroad. However, the collection policy of the Museum is not limited to a Kentucky connection if the donation in question has an important role in the education of WKU students and the wider community outside WKU.

2. Donations: Objects

   a. **Temporary Receipt.** For any offered donation a temporary receipt is produced with the necessary donor information, acknowledging that the Museum is in possession of the object(s), and that a decision regarding acceptance of the offered donation will be forthcoming. The Temporary Receipt form includes a space for the donor to indicate that their donation, if not accepted into the permanent collection, might be transferred to another institution or sold with proceeds being deposited into a collections fund.

   b. **Collections Committee.** Every donation is reviewed by the Collections Committee and a determination is made regarding the offered object(s). The potential donor is informed of the Collection Committee’s decision. (Refer to Article III – Collections Policy – for further discussion.)

   c. **Accession Number.** Objects which are accepted into the permanent collection are assigned a standard three-part accession number, which is recorded on the Deed of Gift, and is attached to the object, either by painting the accession number onto the object, or in the case that a painted number is not possible, attached to the object with a tag. Loose parts of a single object are assigned numbers followed by a letter (e.g.,
d. **Deed of Gift.** A donor is sent a completed Deed of Gift, identifying the object(s) donated, the accession numbers assigned to the gift, including copies for the donor’s records, and copies to be signed and returned to the Museum. The returned, signed Deeds of Gift are filed in a fire-safe vault and become part of the permanent record of the gift.

e. **Gift in Kind Form.** As soon as the signed Deed of Gift is returned to the Museum, a Gift In Kind form is completed for the WKU Foundation (which acknowledges all gifts to WKU). The Gift in Kind form places an assumed value on the gift (if the donor has not chosen to have the gift professionally appraised). IRS rules apply to gifts that require appraisals. The WKU Foundation also acknowledges the gift.

f. **Cataloging Gifts Received.** The Museum uses Past-Perfect museum software to catalog all accessions, including all associated names, addresses, descriptions, and storage locations, as well as dates when an object is used in an exhibit. Portions of this catalog are published on-line under the name KenCat, and public access to fields within this catalog are restricted to protect both the Museum and donors.

3. **Donations: Financial**

   a. Financial donations are deposited into WKU Foundation or College Heights Foundation accounts, as indicated by the donor, for the purposes and uses as indicated by the donor.

   b. WKU Foundation Gift in Kind forms are completed for each financial gift.

   c. These gifts are acknowledged by both the Foundation and the Museum.

4. **Exhibits**

   a. Exhibits may take several forms:

      i. exhibits created in-house from the permanent collection;

      ii. exhibits that are on loan; and

      iii. exhibits created by Community/ University groups
b. In each case, the Exhibits Committee meets to discuss the merits of in-house, borrowed, or community/university exhibits, and determines

i. the source of funding to create and install an exhibit;
ii. what public relations might be needed for the exhibit in question, and where funding for such public relations will come from;
iii. if there will be some form of public opening, and the funding for the same;
iv. the intended audience, finer points of theme, and possible controversial topics;
v. the authority, especially with community exhibits, for setting hours, admissions costs, etc.

5. Ownership of the Permanent Collections

The Permanent Collections are owned by WKU, under the governance of the Board of Regents. The care of the collections is entrusted to the Curator of Collections.

6. Insurance of the Collections

a. WKU, through the annual budget of the Kentucky Museum, carries Fine Arts Insurance to cover the collections, as well as blanket coverage for any items or exhibits which the Museum may borrow on loan.

b. Following standard museum practices, each artifact in the collection is not individually valued; instead, the ten most valuable artifacts are appraised and the amount of insurance is based on those appraisals.

c. Artifacts or exhibits which the Museum may borrow for exhibition are valued by the lender, and if that value is higher than the blanket coverage the Museum automatically carries, a rider policy will be purchased to cover the value of the additional borrowed pieces for the duration of terms of the loan.
E. Admissions

The Museum charges admission, at rates determined by the Museum Director. Recognizing that the university pays for the maintenance of the building, salaries, and basic care of the building and collections, university employees and students are admitted free of charge.

1. Members of the Kentucky Museum Friends are given free admission.
2. Free passes may be distributed for promotional purposes.
3. Tour groups, bus tours, and others may be offered discounted rates.
4. Admissions receipts are kept locked in a safe.

F. Rentals

1. Several spaces in the Museum are made available to university groups and the community on a fee basis. These include:
   a. The Kentucky Room, which is also an art gallery;
   b. The Window Gallery, which is an open space between galleries. Any real objects in the nearby galleries are protected behind plexiglass barriers, and only reproduction images and labels are anywhere within reach of guests;
   c. The Garden Gallery is most often used for photo exhibits. If any real objects are used in this space they are in closed, locked cases. There is a small coffee shop for the benefit of our guests in this space as well, and the occasional small meeting that takes place here is less taxing on the location than daily café use.
   d. The Western Room, a theater-style space with large screen and high-tech projecting equipment.
2. Rentals of the Kentucky Room and the Window Gallery are scheduled through Campus Special Events and are coordinated with the Museum Director.
3. Rentals of the Western Room and the Garden Gallery are scheduled through the Museum Director.
4. While it may not always be best practice to hold events serving food in the same spaces as an exhibit, there is valuable income produced from rentals and the Museum has no areas that can hold receptions and dinners other than the galleries. Thus food may, with the approval of the Museum Director, be served in these areas. There are student guards assigned to every event to provide protection for the collections.
5. Rentals are open to anyone. The President’s and Provost’s offices may use the space for free. For all other university groups, there is a modest charge,
established by the Museum Director, to cover staffing. For community groups, a charge is assessed for the use of these spaces to cover the cost of staffing.

6. Discounts of up to 20%, depending on the level of membership, are offered to members of the Kentucky Museum Friends.

G. Museum Store

The Museum Store exists to further the educational goals of the Kentucky Museum by providing items related to the collections, exhibitions and programs of the Museum. The merchandise available in the Museum Store is an extension of the mission of the Museum.

1. The Museum Store operates on a revenue account, which does not include any salaries or operational costs, and which does not contribute financially to the operation of the Museum.

2. A Store Committee chooses the merchandise to sell, with the intent of keeping within the stated standards of a museum store.

3. The Store Manager orders merchandise, checks it in, prices it, and displays or stores it.

4. Discounts are offered to current WKU employees (10%), and Kentucky Museum Friends members (20% or more, depending on the level of membership).

5. An annual inventory is taken and justified against orders to determine what stock is moving. Occasionally sales are employed to move merchandise that is experiencing otherwise sluggish sales.

6. The Museum has a cash drawer to facilitate cash transactions, with a “float” provided by private funds. The drawer is counted out morning and night, and all monies are accounted for following the procedures established by the WKU Accounting Office. Deposits are made when the receipts total $25 or more. Should this drawer cease to be needed, the “float” funds will be returned to the individual who provided these funds.
III. Collections Policy

A. Collections

1. The Kentucky Museum collects, preserves, researches and interprets three-dimensional objects, some that tell the story of Kentucky and others which give insight into the larger world. These objects provide research value for WKU and provide a glimpse into the culture of our community and the larger world.

2. Collections will be acquired in conformity with all applicable local, state and federal laws.

3. The Museum will address the needs of an object before it becomes part of the permanent collection. These needs include, but are not limited to, storage, conservation, and use. The Museum must be able to provide professional museum-level care for any object considered for acceptance as part of the permanent collection.

4. There must be no reasonable doubt as to the ownership of the object. There must be no doubt that the donor is the rightful owner of the object and that the object is free of any legal encumbrances.

5. Objects may be refused for accession, even though they meet all criteria, if the Museum presently houses adequate numbers of like objects.

B. Types of Collections

1. *Accessioned Collections*

   a. Accessioned collections are historically significant artifacts that relate directly to the mission and purpose of the Museum.

   b. Artifacts are accessioned and cataloged using Past Perfect museum software. They are stored, researched, preserved, and exhibited according to professional standards.
c. Objects accepted for the Accessioned Collection shall not be encumbered with restrictions regarding display, storage, conservation, use, or de-accession.

2. Non-Accessioned Collections

a. Loans

Short-term loans (one year or less) for the purposes of exhibition or study. Loans are renewable on an annual basis.

b. Community Education Collection

These are dispensable objects that lack provenance, are in poor condition, are unneeded duplicates of similar artifacts in the Accessioned Collection, or are reproductions. These objects are used primarily as hands-on teaching aids for educational programming offered by the Museum.

c. Prop Collection

These are dispensable artifacts that are of insufficient historical or cultural value to add to the Permanent or Education Collection but may be used to support exhibits and case displays.

C. Scope of Accessioned Collection

The Accessioned Collection acquires quality artifacts that can be documented and are relevant to the mission and purposes of the Museum.

D. Process of Acquiring Collections

Collections are acquired in the following manner:

1. Accessioned Collection

a. The Curator of Collections will act as the point of contact with potential donors; will research and evaluate whether or not potential donations satisfy the criteria for acceptance as outlined in the Museum Collections Policy; and make recommendations to the Collections Committee whether or not to accept potential donations.
b. In special circumstances, the Museum may purchase objects for the collection. Using the criteria for acceptance as outlined in the Museum Collections Policy, the Curator of Collections will make a recommendation to the Collections Committee.

c. **Collections Committee.** The decision to acquire artifacts will be made by the members of the Collections Committee which will consist of the Museum Director, the Curator of Collections, the Curator of Exhibits, and members of the Kentucky Museum Friends. In addition, the Museum Director may appoint to the Committee a faculty member in the WKU Department of Library Special Collections. The Director may also appoint WKU faculty members or outside parties with expertise in objects routinely collected by the Museum.

2. **Community Education Collection** (not accessioned)

   a. If a potential donation is rejected by the Collections Committee, the Curator of Collections may recommend that the rejected donation be considered by the Curator of Community Education, Artist-In-Residence and the Community Education Committee for inclusion in the Community Education Collection.

   b. The Curator of Community Education and Artist in Residence may identify and purchase suitable objects for this collection.

3. **Prop Collection** (not accessioned)

   a. If a potential donation is rejected by the Collections Committee, the Curator of Collections may recommend that certain objects would serve the needs of a Prop Collection.

   b. In response to a specific need for a program or exhibit, the Curator of Collections, Exhibition Curator, and/or Curator of Community Education may purchase items for this collection.
E. Removal of Artifacts from the Collections

Deaccession of artifacts within the Accessioned Collection must follow the deaccession process delineated in Article IV - Deaccessioning Policy.
IV. Deaccession Policy

A. Definition and Guidelines

Deaccessioning is the process of legally removing an object from the Accessioned Collection. It is undertaken solely to meet collection needs and should be carried out in a manner consistent with the American Association of Museums (AAM) Code of Ethics.

Deaccessioning is practiced to refine and enhance the quality, use, and character of the collection. The decision to deaccession an artifact is made solely to improve the quality, scope, and appropriateness of the collection, and to support the mission and long-term goals of the Museum.

B. Criteria

The criteria for deaccessioning an object will include:

1. lack of relevance to the mission and collecting scope of the Museum;
2. lack of provenance;
3. redundancy or duplication;
4. not needed for research or study purposes;
5. not deemed useful for public programming; and/or
6. unduly difficult or impossible to preserve, care for or store in a responsible manner.

C. Disposition of Deaccessioned Objects

1. Once a decision is made to deaccession an artifact, it may be disposed of in the following manners, in descending priority order:

   a. The first priority is to offer the object back to the donor, if the donor is living and can be located.

   b. If the donor cannot be located, or does not want the object back, the object will be offered to another institution that may be a more suitable repository. This institution should be able to provide care for the object according to standard museum practices, and should be open to the public on a regular basis.
c. When a suitable institution cannot be identified, the Museum may sell an artifact in a public and transparent manner according to one of the following criteria:

   i. a well-advertised public auction, at which bidding is open to the public; or
   ii. a well respected retail/sales facility.

d. In extreme cases where no outside repository can be found for an object, where it cannot be sold due to lack of monetary value, or where an object’s condition is seriously unstable or degraded, it can be destroyed by the Museum. Such destruction will be photographically documented by the Museum for archival purposes.

2. Proceeds from the sale of a deaccessioned object may only be used to acquire other artifacts, and/or for conservation of existing collections. The proceeds may not be used for capital or operating expenses, to renovate the existing facility or build a new one, establish or add to an endowment, etc.

D. Authority and Process

1. The final authority for the deaccessioning and disposal of objects rests with the WKU Board of Regents, upon recommendation from the Museum Director.

2. The process of deaccessioning must be initiated by the appropriate professional staff and any recommendations, with full justification, presented to the Collections Committee, who will review the facts and circumstances of the proposed deaccession and disposal. As part of this process, the staff must undertake a thorough review of all records to determine donor intent, clear title, donor restrictions, and fair market value.

3. If the Collections Committee determines that deaccessioning is appropriate, the proposal shall be presented to the Museum Director. The director shall exercise care to assure that the recommendations are based on authoritative expertise.

4. The Museum Director will present the case for deaccessioning to the Board of Regents at a regular meeting. Attention must be given to transparency throughout the process.
5. If the Board of Regents (BOR) makes a decision to deaccession an item, the Museum will attempt to notify the donor of the disposition or her/his immediate heirs as a courtesy.

6. No member of the Museum’s staff, the BOR, or anyone whose association with the Museum might give them an advantage in acquiring the object considered for deaccessioning, shall be permitted to acquire the artifact directly or indirectly. However, if the object is offered at a public auction/sale, where bidding is open to one and all, no one’s right to participate in the bidding process shall be violated.
V. Exhibition Policy

A. Exhibition Philosophy

1. **Goals:** Exhibitions should

   a. be scholarly, well-presented, well-written and meet national standards;

   b. tell the story of the state’s heritage and culture, with the intention of stimulating community involvement;

   c. cover any topic outside of a Kentucky theme, to offer the campus and community insight into a wide variety and diverse experiences

   d. complement the goals of the WKU Strategic Plan;

   e. involve students in planning and preparation as much as possible; and/or

   f. interact with the community by providing a space for community groups to plan and design their own exhibitions.

2. **Methods:** Exhibitions should:

   a. present objects and information as fairly and objectively as current research allows; and

   b. use the best museum practices in presentation, label writing, lighting, and case design to both protect the objects and enlighten the public.

B. Types of Exhibitions

The Kentucky Museum presents permanent and changing exhibitions, in the Museum itself, online and at locations around campus.

1. **Changing Exhibitions** may consist of new presentations of the permanent collection, borrowed works relating to a theme approved by the Exhibition Committee (or any combination of both), travelling exhibitions which complement the mission, collaborative projects with other museums, schools, community organizations, cultural groups, and individuals.

2. **Permanent Exhibitions** may consist of objects which are accessioned, themes which complement the mission of the Museum and the university which will draw visitors and financial supporters, since the Museum has no exhibition funding.
3. **Online Exhibitions** may consist of information and images of current museum exhibitions, information and images of past museum exhibitions, or information and images highlighting certain areas of the collection.

C. Exhibition Guidelines

1. The Museum maintains full authority governing exhibitions and/or projects produced both within and outside the Museum.

2. Permanent display of new acquisitions cannot be guaranteed.

3. Items displayed must be in stable condition and installed in a safe manner.

4. Objects on display will have an accession or loan identification number assigned and affixed to them.

5. Since both the Special Collections Library and the Museum are often using the holdings of the other to create exhibitions, each will systematically track the movement of materials and objects between units.

6. A signed transfer report will document the movement of materials and objects between units.

7. Exhibit content will reflect a high quality of research and writing and the use of primary and reliable secondary sources.

D. Exhibition Committee

1. The Exhibition Committee will consist of the Curator of Exhibitions, Museum Director, Curator of Collections, Curator of Community Education, members of the Kentucky Museum Friends Board, and faculty and staff members from departments on campus as appropriate.

2. The Exhibition Committee will review all Exhibition Proposals (both in-house and from outside groups) to deem their validity and feasibility.

3. The Exhibition Committee will set an exhibition schedule for the coming year, and plan a schedule for the coming two years.
4. The Exhibition Committee will be tasked with finding funding to support in-house exhibitions.

E. Exhibition Development

1. The Kentucky Museum is committed to preserving the integrity of the Museum and its exhibitions.

2. The Curator of Exhibitions and/or Exhibition Committee is responsible for the content of exhibitions, identifying items for exhibition and approving written materials with final approval from the Museum Director.

3. Exhibition design should be substantially completed prior to construction and installation, although flexibility to make changes as the exhibition develops is always acceptable.

4. Components such as publicity, promotion, reception, and nature and scope of related programming should be approved, with appropriate identification of funding for same, by the Exhibition Committee.

5. Levels of authority and responsibility for staff and volunteers involved in exhibition production will be determined at the beginning of the process.

6. Exhibition design will meet accepted standards for museum exhibitions.

7. Under designated supervision, trained staff and volunteers may clean and handle exhibition objects using accepted museum methods.

8. Sufficient secure space must be allotted to store objects and materials being prepared for exhibition.

9. The Museum Director is responsible for the final resolution of any conflicts that may arise.
F. Loans

The Kentucky Museum may lend its collections to other museums and institutions which meet museum standards, and also borrow objects for exhibitions mounted in the Museum. Objects borrowed from other institutions may not be in turn lent out by the Kentucky Museum.

1. Items may be borrowed from private individuals or groups, museums, and other institutions for exhibition.

2. The Museum Curator of Collections will maintain records for all loaned items.

3. The Exhibit team will work with Collections Curator to assess an object’s condition for exhibition and gather other information needed for recording purposes.

4. A loan form will be generated for each loan.

5. Items loaned to the Museum will be insured.

6. A written statement of exhibition requirements will accompany out-going loans.

G. Proposals for Exhibitions for Outside Groups

1. The Museum will accept exhibition proposals for review. Proposals will include:

   a. Working title of exhibition and proposed dates
   b. Goals and objectives of exhibit
   c. Description of exhibition (1-2 page summary)
   d. Historical accuracy and significance of research as it relates to the Museum’s mission statement and exhibit philosophy
   e. Target audience(s)
   f. List of artifacts and materials for display and identity of repository
   g. Budget for exhibition, including construction, publicity, promotion, reception, education and other activities
   h. Funding sources
   i. Space and security requirements
   j. Estimated value
   k. An agreement with submitter about the roles and expectations of all parties involved in planning and implementation
   l. Other supplementary materials that may be required by the Exhibition Committee to fairly consider the proposal.
2. Individuals and groups outside the Museum may submit proposals to the Exhibition Committee in a timely fashion.

3. The Exhibition Committee will review proposals and has the right, for any reason, to reject an exhibition proposal.

4. The Exhibition Committee will consider conflicts of interest, real or perceived, during the approval process.

5. The Exhibition Committee will meet with the organizing group during the review process and periodically thereafter if the proposal is accepted.

6. The organizing group and the Museum will formulate a production schedule which must be followed. Strict adherence to this production schedule is required.

7. The Kentucky Museum embraces the highest standards of research for its exhibitions. All research and labels will go through a review and approval process involving key Museum personnel.

8. Planning is a must for any successful project. The proposed exhibition must be well thought out with all components decided upon during the planning process. The Kentucky Museum has the right to cancel a project if it appears the organizing group is not making significant progress.

9. All items borrowed for the exhibition must go through the Museum’s regular loan process under the direction of the Museum Curator of Collections. The organizing group must be prepared to supply a list of items to be borrowed, with the owner/institution from which the object is to be requested, including values for insurance purposes.

10. Kentucky Museum artifacts and all loaned objects will be handled and displayed by Museum personnel using approved museum methods.

11. Development of an exhibition involves working with a variety of personnel within one or more institutions. The organizing group will be responsible for contacting and requesting research and exhibit materials in a timely manner from the appropriate individuals.
12. The organizing group is responsible for supplying funds for the development and construction of the proposed exhibition.

13. Publicity is primarily the responsibility of the organizing group. The group must submit all publicity, press releases and other printed materials for the Museum’s approval. The Kentucky Museum’s name must appear as a partner/sponsor on all publicity materials and on the exhibit’s title panel. The Kentucky Museum will advertise the exhibition and its activities on their website.

14. The Kentucky Museum collects an admission fee for entrance into the galleries. This fee includes admission to any exhibition developed by outside groups. The Museum may waive the admission fee for exhibitions developed by outside groups, if the outside group pays the Museum directly for all admissions for the duration of the group’s exhibition, or in exchange for a daily rental fee for the gallery space.

15. All public spaces used by the group must be reserved through the Museum Director. Rental fees may apply.
VI. Community Education Policy

A. Philosophy

The philosophy of the Kentucky Museum Community Education (KMCE) area is to offer quality educational programming to the university, community and regional K-12 schools. Programming and activities are based on scholarship and research, and seek to be accessible to as large and diverse an audience as possible.

The area plans and implements workshops, community outreach activities, and weekend and summer programming, as well as recruits, trains and supervises volunteers and student educational guides for the Community Education area, and offers a variety of resources to area educators.

B. Policies and Procedures

The KMCE area completes “contract” sheets with camp parents/guardians, area schools and groups for any tour or special event to ensure accuracy and a professional expectation for all programming and services. The area also follows best practices concerning children and their health and safety. All the area’s programming and activities further the Museum’s mission and are responsive to the Museum’s various audiences.

C. Serving WKU

The area enriches the WKU experience for faculty and students through a variety of partnerships, services, opportunities and outreach, including:

1. WKU student volunteers account for 95% of the Kentucky Museum (KM) volunteer hours.

2. Graduate students from the Folk Studies & Anthropology Department are assigned to the KM.

3. Undergraduate students from the Theatre & Dance and Elementary Education departments help the area in these areas.

4. All WKU Student Organizations have the opportunity to participate in our Holiday Ornament Contest.

5. The KM participates in MasterPlan activities for incoming freshmen.
6. Student athletes participate in “Big Red Nation” as part of the Christmas in Kentucky celebration

D. Serving WKU Faculty and Staff

The KMCE area provides special presentations and tours tailored to individual class needs; KMCE works regularly with the WKU College of Education; the Theatre & Dance, Folk Studies & Anthropology, and History departments in Potter College, the Chemistry Department in Ogden College; and the Confucius Institute and Chinese Learning Center.

E. Serving the Community

1. Resources for Educators
   These include:
   a. Curriculum-aligned resources are placed online, along with “traveling trunks”;
   b. In-house field trips give students a more direct experience with activity learning in curriculum-aligned programs.

2. Art Education/Art Enrichment
   These activities include:
   a. Award-winning annual “Side by Side” exhibit in partnership with VSA arts of Kentucky;
   b. Saturday art workshops for VSA participants;
   c. Saturday art workshops for adults;
   d. Saturday Art Workshops and special themes for Girl Scouts; and
   e. Special summer programs for ESL students through the Warren County Schools system.

3. Volunteer Recruitment Opportunities

   The Museum depends on community volunteers to accomplish our goals, and the KMCE area coordinates our volunteers.

Spring, Summer, Fall Camps

Six separate weeks address a variety of history, culture and art-based camps for younger children.
4. General

The KMCE area supports and participates in many community and state-wide activities, such as:

a. Judging National History Day entries on the state level in Frankfort;
b. Close partnership with area historic preservation associations;
c. Promoting recent Lincoln Bicentennial events and Civil War events;
d. Sesquicentennial Day, Bowling Green Gallery Hop;
e. Christmas in Kentucky;
f. International Festival;
g. The Cherokee Experience;
h. Harry Potter Night;
i. Civil War Days;
j. Museum Adventure Backpacks;
k. Marketing; and
l. Kentucky Museum Facebook page.

F. Evaluation

All programs include anonymous “assessment” sheets in which the participant leader ranks and evaluates the program/s their group has experienced, including suggestions for improvements and possibilities for new programs not currently offered.
UNIVERSITY DISTINGUISHED PROFESSOR
APPOINTMENT

REQUEST:
Approval of a University Distinguished Professor appointment for 2012-2013.

FACTS:
Following a review of nominations and applications received, the University Distinguished Professorship Selection Committee, Provost Gordon Emslie, and President Gary Ransdell are pleased to recommend the appointment of the following faculty member as University Distinguished Professor, effective with the 2012-2013 academic year:

Dr. David Keeling is a Professor and the Department Head of Geography and Geology. Dr. Keeling earned his Ph.D. in Geography from the University of Oregon in 1992 and joined the WKU faculty in 1993. Since arriving at WKU, Dr. Keeling has excelled in teaching, research, and service. He is categorized by his external reviewers as a “high-impact individual, meant in the most positive of ways.”
Dr. Keeling has had a steady stream of scholarly publications (close to 50) from 1990 to the present, coupled with numerous presentations at meetings. He has mentored over 30 graduate theses and carried out a steady diet of classroom instruction, as well as been a guest lecturer or given national academic talks for well over 100 classes and groups. He has sustained commitment to teaching excellence, with 36 different courses taught at WKU, including technique, thematic, and regional courses.

Dr. Keeling’s scholarship entails significant travel, and indeed he is a model faculty member for a university with international reach, conducting research in Argentina, Australia, Britain, China, Colombia, Mali, Mexico, and New Zealand—overall, he has traveled to over 100 countries during his tenure at WKU for research, educational expeditions, study abroad, and personal development. A former colleague noted, “he is a stellar example as a leader and a scholar who is recognized far beyond the boundaries of the WKU campus.”

RECOMMENDATION:
President Gary A. Ransdell recommends the appointment of Dr. David Keeling as a University Distinguished Professor, effective the 2012-2013 academic year.

MOTION:
Approval of Dr. David Keeling as University Distinguished Professor, effective 2012-2013 academic year.
REQUEST:
Approval of emeritus status for recommended individuals.

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

Dean Emeritus: Dr. Michael B. Binder, University Libraries

Faculty Emeriti:
College of Education and Behavioral Sciences
Department of Psychology
Dr. Richard Greer, Professor of Psychology, Emeritus
Dr. Daniel Roenker, Professor of Psychology, Emeritus
Dr. Joyce Wilder, Associate Professor of Psychology, Emeritus

Ogden College of Science and Engineering
Department of Agriculture
Dr. Elmer Gray, Professor of Agriculture, Emeritus

Department of Mathematics
Dr. Wanda Wiedemann, Professor of Mathematics, Emerita

Potter College of Arts and Letters
Department of English
Dr. James S. Flynn, Professor of English, Emeritus

Department of Philosophy and Religion
Dr. Edward Schoen, Professor of Philosophy and Religion, Emeritus
Dr. Arvin Vos, Professor of Philosophy and Religion, Emeritus

Department of Theatre and Dance
Mr. James L. Brown, Professor of Theatre and Dance, Emeritus

RECOMMENDATION:
President Gary A. Ransdell recommends awarding the above individuals emeritus status.

MOTION:
Approval of emeritus status for the recommended individuals.
EXECUTIVE COMMITTEE

July 27, 2012
Mass Media and Technology Hall
Cornelius A. Martin Regents Room
APPROVAL OF REVISIONS TO WKU POLICY & PROCEDURE DOCUMENT NUMBER: 0.2020

REQUEST:
The President requests that the Board approve revisions to WKU Policy & Procedure Document Number: 0.2020.

FACTS:
The Board of Regents approved adoption of a Deadly Weapons / Destructed Devices policy in September of 1996. As a result of the recent Kentucky Supreme Court ruling in Michael Mitchell v. University of Kentucky, et al., 2012 WL 1450283 (Ky. 2012), the University’s policy must be revised. The policy, with proposed revisions noted, is included with the agenda material.

BUDGETARY IMPLICATIONS:
None.

RECOMMENDATION:
President Gary A. Ransdell recommends that WKU Policy & Procedure Document Number: 0.2020 be revised as proposed.

MOTION:
That the Board approve the amendments to WKU Policy & Procedure Document Number: 0.2020 as proposed.
POLICY & PROCEDURE DOCUMENT

NUMBER: 0.2020
DIVISION: President
TITLE: Deadly Weapons / Destructive Devices Policy
DATE: September 5 1996
    July 27, 2012 (Amended)
Authorized by: Board of Regents
Issued by: President

I. Purpose and Policy

Possession, concealed or otherwise, use or storage of firearms, explosives, dangerous chemicals or other dangerous weapons or the brandishing of any weapon or any other object in a menacing or threatening manner is strictly prohibited on any property owned, leased, operated, or controlled by Western Kentucky University, including University housing.

Possession of a concealed weapon shall be considered a violation of this policy regardless of whether any state or federal permit to carry such a weapon has been issued to the individual possessing such weapon.

Any property owned, leased, operated, or controlled by Western Kentucky University includes University housing; The owner of a private vehicle is prohibited from possession or storing a weapon in the vehicle while it is operated or parked on University property, including University parking areas, either on campus or at any off-campus facility owned, leased, or operated by the University, subject to the exceptions noted in Section II below.

II. Policy Exceptions

This policy shall not apply to the following:

1. The owner of a private vehicle parked or operated either on campus or at any off-campus facility owned, leased, or operated by the University:
   a) Who possesses a valid license to carry a concealed deadly weapon pursuant to KRS 237.110; and,
   b) Who stores or keeps a weapon in that vehicle, shall not be in violation of this policy.
2. The owner of a private vehicle parked or operated either on campus or at any off-campus facility owned, leased, or operated by the University:
   a) Who does not possess a valid license to carry a concealed deadly weapon pursuant to KRS 237.110; and,
   b) Who stores or keeps a weapon in that vehicle in an enclosed container, compartment, or storage space installed as original equipment in the vehicle by its manufacturer, including but not limited to a glove compartment, center console, or seat pocket, shall not be in violation of this policy.

3. Police officers directly and currently employed by a city, county, state, or the Federal Government. Such officers must carry appropriate identification at all times and must produce identification upon request of University officials or law enforcement officers. Nothing herein shall be construed as granting a general exception for retired or former law enforcement officers.

4. ROTC equipment and chemicals retained, owned, and controlled by the University as part of the education program or curriculum of the University.

The WKU Chief of Police may grant other exceptions to this policy in writing for the convenience of the University, at his/her sole discretion.

An individual may request an exception to this policy. A request for exception must be made in writing to the Director of Public Safety WKU Chief of Police prior to the weapon being possessed or stored as stated herein. Any exception to this policy must be in writing with signature approval of the Director of Public Safety WKU Chief of Police and will be allowed only if it is in the best interest of or for the convenience of the University.

All exceptions shall clearly identify the weapon, shall be granted for specified stated reasons and shall be for a limited duration, in no event longer than six (6) months.

The exception document and picture identification of the holder of the exception shall be carried and/or kept at all times with the weapon and must be produced immediately upon the request of the University officials or law enforcement officers. Failure to produce these documents shall constitute a violation of this policy.

IV. Sanctions For Violation Of Policy

Any University faculty violating this policy shall be guilty of misconduct subject to disciplinary action up to and including termination or dismissal for cause from the University, under procedures of the University outlined in the Faculty Handbook.

Any University staff violating this policy shall be guilty of misconduct subject to disciplinary action up to and including termination, under procedures of the University outlined in the University's Personnel Policies and Procedures.

Any University student determined to have violated this policy is guilty of misconduct subject to disciplinary action up to and including dismissal/expulsion from the University, under procedures of the University outlined in the Student Handbook.

Any visitor violating this policy shall be subject to immediate removal from campus property and/or facilities, as defined herein, and any other remedies or rights available to the University under civil or criminal law.
REQUEST:

Approval of the Athletic Employment Contract between Western Kentucky University and Michelle Clark-Heard.

FACTS / RECOMMENDATION:

President Gary A. Ransdell and Mr. Todd Stewart have negotiated an Employment Contract which outlines the terms and conditions of Ms. Clark-Heard’s employment as Head Coach of the women’s basketball program at the University. A copy of the Employment Contract is included with this agenda material.

MOTION:

To approve the Athletic Employment Contract between the University and Michelle Clark-Heard.
WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT

This Employment Contract is made this _____ day of May, 2012, between Western Kentucky University (the "University") and Michelle Clark-Heard ("Coach").

ARTICLE I
PURPOSE

The University and Coach have entered into this Employment Contract because the University desires to hire Coach for the time period referenced herein, with Coach’s assurance that she will serve the entire term of this Employment Contract, a long-term commitment by Coach being critical to the University’s desire to run a stable basketball program.

The University and Coach agree that head coaches of intercollegiate athletic teams at Western Kentucky University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations.

Coach shall be a staff employee at the University, with the terms of her employment restricted solely to this Employment Agreement. It is understood and agreed that Coach’s sole grievance rights shall be as set forth herein and that Coach hereby waives any and all grievance rights under the University’s internal grievance procedures.

ARTICLE II
POSITION

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. RECOGNITION OF DUTIES

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

B. GENERAL DUTIES AND RESPONSIBILITIES

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

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to Coach in connection with the position as Women's Basketball Coach are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

1. Provide the University with her most dedicated and conscientious service in carrying out the duties and responsibilities as set forth herein or as may be assigned by the Athletics Director and perform her duties and responsibilities in a manner consistent with state and University rules, regulations, and policies.

2. Be primarily responsible for all aspects of the basketball program including budget, scheduling, and the recruiting, training, supervision, evaluation, and performance of student athletes, coaching staff, and basketball office clerical staff subject to the approval of the Athletics Director.

3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference, or any other basketball conference the University may choose to enter, as well as all University rules and regulations relating to the conduct and administration of the
Women's Basketball program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, she shall report the same promptly to the Athletics Director of the University.

4. Use her best efforts to ensure that all academic standards, requirements, and policies of the University are observed by her and by members of her coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the basketball program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.

5. Use her best efforts, in conjunction with the University, to ensure that all student athletes recruited for the basketball program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the University.

6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality basketball program.

7. Use her best efforts to ensure that the student athletes conduct themselves in a manner that will reflect a positive image for the University both on and off the basketball court.

8. Use her best efforts to keep public statements complementary to the athletics program and to the University.

9. Use her best efforts to establish and maintain a frequent and systematic program of personal communication with the University’s student body, faculty, and staff.

10. Attend a minimum of twenty (20) meetings each year throughout Kentucky and other states as scheduled and as mutually agreed upon by the Coach, Athletics Director, and/or President.
2.02 DISCIPLINARY ACTIONS FOR VIOLATIONS OF NCAA OR CONFERENCE RULES AND REGULATIONS

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

2.03 REPORTING RELATIONSHIPS

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

A. Coach's immediate supervisor for purposes of implementing the Contract shall be the Athletics Director of the University; all matters pertaining to the operation of the University's basketball program shall be subject to the direction and control of the Athletics Director.

B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as she deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletics Director.

C. Coach shall have primary responsibility for decisions relating to choice and scheduling of basketball opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the basketball program, but final decisions in such matters shall be with the Athletics Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.
D. Coach shall have the right to release, hire, and retain assistant basketball coaches subject to the approval of the Athletics Director, the President of the University, and (as it pertains to hiring) the University's Board of Regents.

E. Coach shall have primary responsibility for developing the budget annually for the Women’s Basketball program subject to the approval of the Athletics Director.

ARTICLE III
TERMS OF EMPLOYMENT

The initial term of this Employment Contract shall begin on April 1, 2012, and shall continue thereafter through June 30, 2016.

The parties agree that no later than March 15 of each year after the initial year, the Director of Athletics and the President may, in their discretion, extend the term of this contract in writing under the terms and conditions outlined herein by one (1) additional year at the end of each of the original four (4) years, with the term of employment, together with extensions, not to extend beyond June 30, 2019. Provided, however, that this extension provision shall not be construed to create an employment term that exceeds four (4) years at any given time, in accordance with the provisions of KRS 164.360(2).

ARTICLE IV
COMPENSATION / BENEFITS

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

4.01 SALARY AND BENEFITS

A. The initial base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be $150,000 and shall be payable in equal monthly installments
during the period of this Contract and made in conformity with the payroll procedure of the University. Coach will be reviewed for her performance on an annual basis.

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

C. The University shall furnish to Coach, for her use on a loan basis during the term of her Employment Agreement, one (1) automobile and shall pay for automobile liability and comprehensive insurance and taxes, if applicable, upon said vehicle.

D. The University will provide Coach, without charge, four (4) VIP football season tickets, six (6) Red Towel season Women's basketball tickets, and six (6) reserved seat Women's basketball season tickets. Such tickets may not be resold or traded for personal benefit by Coach. Coach shall have the option to buy twelve (12) additional season tickets in football or women's basketball if available. Coach shall be provided four (4) tickets for NCAA Women's basketball tournament games and, if available, may be offered additional tickets for purchase. It is agreed and understood that all tickets are provided to aid Coach in the performance of her job. It is intended that the value of the tickets be excluded from compensation under the Internal Revenue Code Section 132(a)(3) as a working fringe benefit.

4.02 COACH'S INCENTIVES

Coach shall be entitled to the following cumulative incentive/bonuses:

1. Academic Progress Rate of +940 each academic year 5% of base salary
2. Academic Progress Rate of +960 each academic year 5% of base salary

3. 1,500 Public Season Tickets sold Women's Basketball in each contract year 5% of base salary

4. Each subsequent increase of 500 Public Season Tickets sold Women's Basketball in each subsequent contract year 5% of base salary

5. NCAA Tournament Appearance 10% of base salary

6. NCAA Sweet 16 Appearance 10% of base salary

4.03 TELEVISION AND RADIO SHOWS

Coach shall be required, as part of her duties, to make reasonable efforts to appear on and make a successful series of television and radio programs relating to the Women's Basketball program at Western Kentucky University. The parties agree that Western Kentucky University shall own all rights to these particular programs and shall be entitled, at its option, to produce and to market the programs and to negotiate with third parties for the production and marketing of the programs. Coach shall not unreasonably refuse to personally contact sponsors to increase advertising revenue as part of her obligation to work toward the television and radio programs. The Coach shall allow her name, likeness, facsimile, and biographical sketch to be used by Western Kentucky University or the Producer of the television and radio shows for promotional purposes only. As it relates to these television and radio programs only, Western Kentucky University shall have this exclusive right to contract with program sponsors for commercial endorsements. The parties agree that the University shall be entitled to retain all revenues from program sponsorships and from program sponsors for commercial endorsements used during the television and radio programs produced under the provisions of this paragraph. The parties agree and understand that the Coach will be compensated for her services provided herein by the Big Red Radio Network.

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME
While Coach is representing the University as Head Women's Basketball Coach, she shall have the opportunity to earn outside income as a result thereof. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of her being Head Basketball Coach:

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

B. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever if such action would violate NCAA legislation.

C. Coach shall obtain the advance written approval from the Athletics Director before entering into such agreements.

D. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom.

E. SUMMER CAMPS. Coach shall be entitled to at least three (3) weeks of basketball camps using Western Kentucky University's athletic facilities and equipment. Coach shall have priority to conduct at least two weeks of camp (i.e., fourteen (14) days) in the month of June after the regular term of public school in Kentucky has concluded. The operation of camp(s) will be conducted under the auspices of Western Kentucky University Athletics Department and shall be conducted in accordance with general policies of the University. Coach will be obligated to pay the University the sum of one dollar ($1) for the use of its intercollegiate athletic facilities and equipment for each of the basketball camps, and said equipment and facilities shall be available for use for a minimum of three (3) weeks per year. A separate rate will be determined for the use of the
Raymond B. Preston Health and Activities Center, which rate will not be unreasonable and which shall be determined by September 30 of the preceding year. Rates for room and meals to be charged by Western Kentucky University for such student camps shall be rates normally charged for student camps generally by the University, which may vary from year to year. Coach agrees and understands that the University will place a surcharge on each camper enrolled in the camps, and University agrees to give Coach notice of the amount of the surcharge on or before September 30 of the preceding year. Should there be a conflict between Western Kentucky University's Women's Basketball program and any other University athletic team or University sponsored or affiliated program or organization concerning the use of the above facilities and equipment, this conflict shall be resolved by and in the sole discretion of the Athletics Director, who shall have the final determination on all matters.

F. OTHER INCOME

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

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

3. **Income from Speeches, Appearances, and Written Materials** - Any income derived by Coach from speeches, appearances, and/or written materials shall be her separate income. Any speech given pursuant to this paragraph must be given by Coach in her individual capacity, not her official capacity as a University Coach.

**ARTICLE V**
**TERMINATION**

5.01 **TERMINATION BY UNIVERSITY FOR JUST CAUSE**

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

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

B. Intentional serious violation of any law, rule, regulation, or constitutional provision by the NCAA by Coach, and/or by a member of the Women's basketball coaching staff or any other person under the Coach's supervision and direction, including student athletes in the basketball program for which Coach had prior actual knowledge;

C. Deliberate violations of any duties or responsibilities outlined in this Employment Agreement or refusal or unwillingness to perform such duties or
responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Athletics Director.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Contract, Coach shall be entitled to a "severance fee," which shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary (not including supplement payments) as of date of termination.

5.03 TERMINATION WITHOUT CAUSE:

Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01.

A. Either party shall have the right to terminate this Employment Contract without cause prior to its normal expiration date by delivering to the other party written notice of intent to terminate.

B. If either the University or the Coach terminate this Contract without cause prior to its expiration date in accordance with the provisions of this Section, the party terminating shall pay the other party, as liquidated damages, a lump sum payment of two hundred and fifty thousand dollars ($250,000) or an amount equal to the Coach's base salary as of the date of termination, whichever amount is greater. Such sum shall be paid within thirty (30) days of Coach's last day of employment at the University.

C. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction. In no case shall either party be liable
to the other for the loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearance, apparel or shoe contracts, consulting relationships, or from any other sources that may ensue as a result of the termination of this Contract without cause, unless such termination is found to be in violation of any terms or provisions of this Contract.

D. Should Coach terminate this Contract under the provisions of paragraph 5.03, in addition to the obligations agreed upon herein, Coach agrees to guarantee a four (4)-year home/home game series between the women’s basketball team of the college/university which employs her and the University’s Women’s Basketball team, with no requirement for financial remuneration on the part of that college/university or the University. Said series must start within two (2) years following the date of Coach’s termination of this Contract.

E. Should Coach’s termination with cause be based upon her decision to resign or retire from collegiate women’s basketball and Coach does not thereafter accept employment as a Head Women’s Basketball Coach for at least one full year following the date of her resignation or retirement, these provisions shall not apply.

ARTICLE VI
MISCELLANEOUS

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

The parties agree that should another coaching or sports-related employment opportunity be presented to Coach or should Coach be interested in another coaching position during the term
of her Employment Agreement, Coach must notify the University’s Athletics Director of such opportunity or interest, and obtain permission from the Athletics Director before any discussions can be held by Coach with anticipated coaching position principals, which permission shall not be unreasonably withheld; provided, however, that the University may condition its permission to discuss upon that college/university’s agreement to the home-and-home series as described in Section 5.03(D) in the event Coach accepts employment with that college/university.

6.02 AMENDMENTS TO AGREEMENT

This Employment Agreement can only be altered or amended by written agreement between Coach and as approved by the Board of Regents.

6.03 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, or any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction of the University's use or otherwise in connection with Coach’s employment hereunder are and shall remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control to be delivered to the University.

6.04 TAX LIABILITIES

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

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

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

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

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

WESTERN KENTUCKY UNIVERSITY
BY: _____________________________
    Gary A. Ransdell               Date
    President

COACH
BY: _____________________________
    Michelle Clark-Heard           Date

BY: _____________________________
    Athletic Director              Date
REQUEST:

Approval of the Athletic Employment Contract between Western Kentucky University and Ray Harper.

FACTS / RECOMMENDATION:

President Gary A. Ransdell and Mr. Todd Stewart have negotiated an Employment Contract which outlines the terms and conditions of Mr. Harper’s employment as Head Coach of the men’s basketball program at the University. A copy of the Employment Contract is included with this agenda material.

MOTION:

To approve the Athletic Employment Contract between the University and Ray Harper.
WESTERN KENTUCKY UNIVERSITY
ATHLETIC EMPLOYMENT CONTRACT

This Employment Contract is made this 29th day of MAY, 2012, between Western Kentucky University (the "University") and Ray Harper ("Coach").

ARTICLE I
PURPOSE

The University and Coach have entered into this Employment Contract because the University desires to hire Coach for the time period referenced herein, with Coach's assurance that he will serve the entire term of this Employment Contract, a long-term commitment by Coach being critical to the University's desire to run a stable basketball program.

The University and Coach agree that head coaches of intercollegiate athletic teams at Western Kentucky University conduct their professional activities under circumstances unique in the family of University employees, including evaluation and scrutiny of team performances by the public and the media and control by external rules and regulations.

Coach shall be a staff employee at the University, with the terms of his employment restricted solely to this Employment Agreement. It is understood and agreed that Coach's sole grievance rights shall be as set forth herein and that Coach hereby waives any and all grievance rights under the University's internal grievance procedures.

ARTICLE II
POSITION

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

A. RECOGNITION OF DUTIES
Coach agrees to be a loyal coach of the University. Coach agrees to devote his best efforts full time to the performance of his duties for the University, to give proper time and attention to furthering his responsibilities to the University, and to comply with all rules, regulations, policies, and decisions established or issued by the University. Coach also agrees that, notwithstanding any other provisions of this agreement, during the term of this Employment Contract, he will not engage, directly or indirectly, in any business which would detract from his ability to apply his best efforts to the performance of duties hereunder.

B. GENERAL DUTIES AND RESPONSIBILITIES

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

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS COACH

As of the beginning of this Employment Contract, the duties and responsibilities assigned to Coach in connection with the position as Men's Basketball Coach are as set forth below. This list of specific duties and responsibilities supplement, and is not exclusive of, the other general duties and responsibilities provided for elsewhere in this Employment Contract.

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

3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference, or any other basketball conference the University may choose to enter, as well as all University rules and regulations relating to the conduct and administration of the Men's Basketball program. In the event that Coach becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report the same promptly to the Athletics Director of the University.

4. Use his best efforts to ensure that all academic standards, requirements, and policies of the University are observed by him and by members of his coaching staff at all times, including those in connection with the recruiting and eligibility of prospective and current student athletes for the basketball program, and ensure that said standards, requirements, and policies are not compromised or violated at any time.

5. Use his best efforts, in conjunction with the University, to ensure that all student athletes recruited for his basketball program are provided proper academic counseling and are encouraged to and given every opportunity to meet the degree requirements necessary to graduate from the University.

6. Recruit, coach, and train student athletes to compete successfully against major college competition in a quality basketball program.
7. Use his best efforts to ensure that his student athletes conduct themselves in a manner that will reflect a positive image for the University both on and off the basketball court.

8. Use his best efforts to keep public statements complementary to the athletics program and to the University.

9. Use his best efforts to establish and maintain a frequent and systematic program of personal communication with the University’s student body, faculty, and staff.

10. Be available to attend a minimum of twenty (20) meetings each year throughout Kentucky and other states as scheduled and as mutually agreed upon by the Coach, Athletics Director, and/or President. Said meetings may include appearances at alumni functions, University corporate partnership appearances, etc.

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

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

2.03 REPORTING RELATIONSHIPS

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

A. Coach’s immediate supervisor for purposes of implementing the Contract shall be the Athletics Director of the University; all matters pertaining to the operation of the University’s basketball program shall be subject to the direction and control of the Athletics Director.
B. The overall policy of the entire athletics program shall remain the exclusive prerogative of the University. The Coach shall administer the daily routine and organization of the program as he deems necessary to effectuate its success, provided such administration shall be in accordance with the policies established by the Athletics Director.

C. Coach shall have primary responsibility for decisions relating to choice and scheduling of basketball opponents, means of travel to be employed, hotel, food accommodations, size and content of the travel squad and party, and all other matters pertaining to the operation of similar phases of the basketball program, but final decisions in such matters shall be with the Athletics Director. It is specifically agreed and understood that travel arrangements shall be made in conformance with any contractual agreements between the University and any travel agency.

D. Coach shall have the right to release, hire, and retain assistant basketball coaches subject to the approval of the Athletics Director, the President of the University, and (as it pertains to hiring) the University’s Board of Regents.

E. Coach shall have primary responsibility for developing the budget annually for the Men’s Basketball program subject to the approval of the Athletics Director.

ARTICLE III
TERMS OF EMPLOYMENT

The initial term of this Employment Contract shall begin on the 1st day of May, 2012, and continuing through June 30, 2016. The parties agree that no later than March 15 of each year after the initial year, the Director of Athletics and the President may, in
their discretion, extend the term of this contract in writing under the terms and conditions outlined herein by one (1) additional year at the end of each of the original four (4) years, with the term of employment, together with extensions, not to extend beyond June 30, 2019. Provided, however, that this extension provision shall not be construed to create an employment term that exceeds four (4) years at any given time, in accordance with the provisions of KRS 164.360(2).

ARTICLE IV
COMPENSATION / BENEFITS

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

4.01 SALARY AND BENEFITS

A. The initial base salary paid by the University to Coach for services and satisfactory performance of the terms and conditions of this Employment Contract shall be $375,000 annually and shall be payable in equal monthly installments during the period of this Contract and made in conformity with the payroll procedure of the University. Coach will be reviewed for his performance on an annual basis.

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

C. The University shall furnish to Coach, for his use on a loan basis during the term of his Employment Agreement, one (1) automobile and shall pay for automobile liability and comprehensive insurance and taxes, if
applicable, upon said vehicle, as well as scheduled maintenance. University shall also be responsible for expenses related to business-related fuel expenses for said vehicle which are incurred in the normal course of his employment. University warrants and represents that Coach's name shall not appear on a lease for the vehicle nor any other ownership agreements in connection with the vehicle. Notwithstanding the above, University shall make whatever arrangements necessary to ensure Coach's legal right to the vehicle during the Term. Additionally, upon termination or expiration of this Agreement, Coach's name shall be removed from any documentation in connection with the insurance of the vehicle.

D. The University will provide Coach, without charge, four (4) VIP football season tickets, six (6) Red Towel season men's basketball tickets, and twelve (12) reserved seat men's basketball season tickets. Such tickets may not be resold or traded for personal benefit by Coach. Coach shall have the option to buy twelve (12) additional season tickets in football or men's basketball if available. Coach shall be provided eight (8) tickets for NCAA men's basketball tournament games and, if available, may be offered additional tickets for purchase. It is agreed and understood that all tickets are provided to aid Coach in the performance of his job. It is intended that the value of the tickets be excluded from compensation under the Internal Revenue Code Section 132(a)(3) as a working fringe benefit.
4.02 COACH’S INCENTIVES

Coach shall be entitled to the following incentive/bonuses as of the date of this Contract:

1. Academic Progress Rate of +940 each academic year 5% of base salary
2. Academic Progress Rate of +960 each academic year 5% of base salary
3. 3,200 Public Season Tickets sold Men’s Basketball in each contract year 5% of base salary
4. 3,700 Public Season Tickets sold Men’s Basketball in each contract year 5% of base salary
5. 4,200 Public Season Tickets sold Men’s Basketball in each contract year 5% of base salary
6. 4,700 Public Season Tickets sold Men’s Basketball in each contract year 5% of base salary
7. 5,200 Public Season Tickets sold Men’s Basketball in each contract year 5% of base salary
8. Conference Regular Season Championship 5% of base salary
9. Regular Season RPI of 30 or lower 5% of base salary
10. NCAA Tournament Appearance 10% of base salary
11. NCAA Second Round Victory 5% of base salary
12. NCAA Third Round Victory 10% of base salary
13. NCAA Fourth Round Victory 15% of base salary
14. NCAA Fifth Round Victory 20% of base salary
15. NCAA Semifinal Victory 25% of base salary
16. NCAA Championship Victory 30% of base salary
17. NIT Semifinal Victory $10,000
18. NIT Championship Victory $20,000
19. Conference Coach of the Year 2.5% of base salary
20. National Coach of the Year 5% of base salary
(By a nationally recognized poll or association.)

4.03 TELEVISION AND RADIO SHOWS

Coach shall be required, as part of his duties, to make reasonable efforts to appear on a series of television and radio programs relating to the Men's Basketball program at Western Kentucky University. The parties agree that Western Kentucky University shall own all rights to these particular programs and shall be entitled, at its option, to produce and to market the programs and to negotiate with third parties for the production and marketing of the programs. Coach shall not unreasonably refuse to personally contact sponsors to increase advertising revenue as part of his obligation to work toward the television and radio programs. The Coach shall allow his name, likeness, facsimile, and biographical sketch to be used by Western Kentucky University or the Producer of the television and radio shows for promotional purposes only. As it relates to these television and radio programs only, Western Kentucky University shall have this exclusive right to contract with program sponsors for commercial endorsements. The parties agree that the University shall be entitled to retain all revenues from program sponsorships and from program sponsors for commercial endorsements used during the television and radio programs produced under the provisions of this paragraph. The parties agree and understand that the Coach will be compensated for his services provided herein by the Big Red Radio Network.

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME

While Coach is representing the University as Head Men's Basketball Coach, he shall have the opportunity to earn outside income as a result thereof and retain all
income derived therefrom. The following general terms and conditions shall apply to each case in which Coach seeks to or makes arrangements to earn outside income as a result of his being Head Basketball Coach:

A. Such outside activities shall not interfere with the full and complete performance by Coach of his duties and obligations as a University coach.

B. In no event shall Coach accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever if such action would violate NCAA legislation.

C. Coach shall obtain the advance written approval from the Athletics Director before entering into such agreements, such approval not to be unreasonably withheld or delayed.

D. Such activities are independent of Coach's employment at University and the University shall have no responsibility nor bear any liability for any claims arising therefrom.

E. SUMMER CAMPS. Coach shall be entitled to at least three (3) weeks of basketball camps using Western Kentucky University's athletic facilities and equipment. Coach shall have priority to conduct at least two weeks of camp (i.e., fourteen (14) days) in the month of June after the regular term of public school in Kentucky has concluded. The operation of camp(s) will be conducted under the auspices of Western Kentucky University Athletics Department and shall be conducted in accordance with general policies of the University. Coach will be obligated to pay the University the sum of one dollar ($1) for the use of its intercollegiate athletic facilities and equipment for each of the basketball camps, and
said equipment and facilities shall be available for use for a minimum of three (3) weeks per year. A separate rate will be determined for the use of the Raymond B. Preston Health and Activities Center, which rate will not be unreasonable and which shall be determined by September 30 of the preceding year. Rates for room and meals to be charged by Western Kentucky University for such student camps shall be rates normally charged for student camps generally by the University, which may vary from year to year. Coach agrees and understands that the University will place a surcharge on each camper enrolled in the camps, and University agrees to give Coach notice of the amount of the surcharge on or before September 30 of the preceding year. Should there be a conflict between Western Kentucky University's Men's Basketball program and any other University athletic team or University sponsored or affiliated program or organization concerning the use of the above facilities and equipment, this conflict shall be resolved by and in the sole discretion of the Athletics Director, who shall have the final determination on all matters.

F. OTHER INCOME

1. Commercial Apparel, and Equipment Endorsements - Coach may undertake commercial endorsements of shoes in exchange for his endorsement of the shoes or his agreement to consult with the manufacturer or seller concerning the design and/or marketing of such shoes, and/or any products and services in which he identifies himself as Coach of the University's intercollegiate basketball team and retain any and all income derived therefrom; provided, however, that such endorsements are in writing, do not conflict with existing University
contracts, do not discredit or embarrass the University, do not extend beyond the term of this Employment Agreement, would be coterminous with Coach's termination of employment as Head Basketball Coach at the University, and are subject to the University's trademark and licensing program, and the prior approval of the University's Athletics Director, such approval not to be unreasonably withheld or delayed.

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

3. **Income from Speeches, Appearances, and Written Materials** - Any income derived by Coach from speeches, appearances, and/or written materials shall be his separate income and shall fully vest to the Coach. Any speech given pursuant to this paragraph must be given by Coach in his individual capacity, not his official capacity as a University Coach.

**ARTICLE V**
**TERMINATION**

**5.01 TERMINATION BY UNIVERSITY FOR JUST CAUSE**

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

A. Conviction of a felony or declared by a court of competent jurisdiction to be guilty of a crime involving moral turpitude;
B. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by Coach;

C. Intentional serious violation of any law, rule, regulation, or constitutional provision of the NCAA by a member of the men's basketball coaching staff or any other person under the Coach's supervision and direction, including student athletes in the basketball program for which Coach had prior actual knowledge and failed to promptly and fully disclose/report to the Athletics Director;

C. Deliberate violations of any duties or responsibilities outlined in this Employment Agreement or refusal or unwillingness to perform such duties or responsibilities in good faith and failure to cure such violations upon thirty (30) days written notice from the Athletics Director.

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

In the event this Employment Agreement is terminated for cause in accordance with the provisions of Section 5.01 hereof, and at the time of such termination if there is more than one (1) month of unexpired term of this Contract, the "severance fee" shall be computed and paid as if the unexpired term of this Contract was only one (1) month. The "severance fee" will be calculated solely on the base salary (not including supplement payments) as of date of termination.

5.03 TERMINATION WITHOUT CAUSE

Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01.

A. Notwithstanding anything to the contrary contained hereunder, either party shall have the right to terminate this Employment Contract without
cause prior to its normal expiration date by delivering to the other party
written notice of intent to terminate.

B. If either the University or the Coach terminate this Contract without cause
prior to its expiration date in accordance with the provisions of this
Section, the party terminating shall pay the other party, as liquidated
damages, an amount equal to the Coach's then current annual base
salary as of the date of termination. Said sum shall be paid in one (1)
lump sum within thirty (30) days of Coach's last day of employment at the
University.

C. Failure to timely pay such liquidated damages shall constitute a breach of
this Contract and such sum shall be recoverable together with reasonable
attorney fees, in any court of competent jurisdiction. In no case shall
either party be liable to the other for the loss of any collateral business
opportunities or any other benefits, perquisites, or income resulting from
activities such as, but not limited to, camps, clinics, media appearance,
apparel or shoe contracts, consulting relationships, or from any other
sources that may ensue as a result of the termination of this Contract
without cause, unless such termination is found to be in violation of any
terms or provisions of this Contract.

D. Should Coach terminate this Contract under the provisions of paragraph
5.13, in addition to the obligations agreed upon herein, Coach agrees to
guarantee a four (4)-year home/home game series between the men's
basketball team of the college/university which employs him and the
University's Men's Basketball team, with no requirement for financial
remuneration on the part of that college/university or the University. Said
series must start within two (2) years following the date of Coach’s
termination of this Contract, and shall provide for an appropriate, market
erate, buyout for the University and college/university which employs him.

E. Should Coach’s termination with cause be based upon his decision to
resign or retire from collegiate men’s basketball and Coach does not
thereafter accept employment as a Head Men’s Basketball Coach for at
least one full year following the date of his resignation or retirement, these
provisions shall not apply.

ARTICLE VI
MISCELLANEOUS

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

The parties agree that should another coaching or sports-related employment
opportunity be presented to Coach or should Coach be interested in another coaching
position during the term of his Employment Agreement, Coach must notify the
University’s Athletics Director of such opportunity or interest, and obtain permission from
the Athletics Director before any discussions can be held by Coach with anticipated
coaching position principals, which permission shall not be unreasonably withheld. In
consideration of this permission, Coach agrees that he shall inform the entity offering the
employment opportunity of the home-and-home series described in Section 5.03(D) of
this Contract.
6.02 AMENDMENTS TO AGREEMENT

This Employment Agreement can only be altered or amended by written agreement between Coach and Athletics Director and as approved by the Board of Regents.

6.03 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

All materials or articles of information, including, without limitations, personnel records, team information, films, tapes, statistics, or any other material or data furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction of the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole and confidential property of the University. Within thirty (30) days of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such materials in his possession or control to be delivered to the University.

6.04 TAX LIABILITIES

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

6.05 LAWS OF THE COMMONWEALTH OF KENTUCKY

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

6.06 ACKNOWLEDGMENT

Coach acknowledges that he has read and understands the foregoing provisions of this Agreement; that he has been afforded and has exercised the opportunity to consult with personal legal counsel, that the provisions are reasonable and enforceable, and he agrees to abide by this Agreement and the terms and conditions set forth herein.
IN WITNESS WHEREOF, the parties hereto set forth their respective signatures on this Agreement as of the date set forth below.

WESTERN KENTUCKY UNIVERSITY

BY: Gary A. Ransdell 5/29/12
    President

BY: Ray Harper 5/25/12
    Coach

BY: Todd Stewart 5/25/12
    Interim Athletics Director
REQUEST:
Approval of the Employment Contract between Western Kentucky University and Todd Stewart.

FACTS / RECOMMENDATION:
The President and Mr. Stewart have negotiated an Employment Contract which outlines the terms and conditions of Mr. Stewart’s employment as Director of Intercollegiate Athletics at the University. A copy of the Employment Contract is included with this agenda material.

MOTION:
To approve the Employment Contract between the University and Todd Stewart.
WESTERN KENTUCKY UNIVERSITY
ATHLETICS DIRECTOR EMPLOYMENT CONTRACT

This Employment Contract is made this ___ day of August, 2012, between WESTERN KENTUCKY UNIVERSITY (the “UNIVERSITY”) and Todd Stewart (“AD”).

ARTICLE I
PURPOSE

The UNIVERSITY and AD have entered into this Employment Contract because the UNIVERSITY desires to hire AD for a period of four years, with AD’s assurance that he will serve the entire term of this Employment Contract, a long-term commitment by AD being critical to the UNIVERSITY’s desire to run a stable athletics program. This Employment Agreement shall supersede and replace any previous employment agreements or addenda thereto.

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

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

ARTICLE II
POSITION

2.01 DESCRIPTION OF DUTIES AND RESPONSIBILITIES

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

B. GENERAL DUTIES AND RESPONSIBILITIES

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

C. SPECIFIC DUTIES AND RESPONSIBILITIES WHILE EMPLOYED AS ATHLETICS DIRECTOR

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

1. Provide the UNIVERSITY with his most dedicated and conscientious service in carrying
   out the duties and responsibilities as set forth herein or as may be assigned by the
   President and perform his duties and responsibilities in a manner consistent with state
   and UNIVERSITY rules, regulations, and policies.

2. Be primarily responsible for all aspects of the UNIVERSITY’s athletics program including
   budget, scheduling, supervision, evaluation, and performance of all athletic staff.
3. Abide by and comply with the constitution, bylaws, and interpretations of the National Collegiate Athletic Association (NCAA) and the Sun Belt Conference, or any other athletic conference the UNIVERSITY may choose to enter, as well as all UNIVERSITY rules and regulations relating to the conduct and administration of the UNIVERSITY’s athletics programs. In the event that AD becomes aware, or has a reasonable cause to believe, that violations of such constitution, bylaws, interpretations, rules, or regulations may have taken place, he shall report the same promptly to the President of the UNIVERSITY.

4. Use his best efforts to ensure that all academic standards, requirements, and policies of the UNIVERSITY are observed by him and by members of the coaching staff at all times, including those in connection with the eligibility and recruiting of perspective and current student athletes for athletic programs, and ensure that said standards, requirements, and policies are not compromised or violated at any time.

5. Use his best efforts, in conjunction with the UNIVERSITY, to ensure that all student athletes recruited for athletic programs are provided proper academic counseling and are encouraged and given every opportunity to meet the degree requirements necessary to graduate from the UNIVERSITY.

6. Use his best efforts to ensure that his student athletes conduct themselves in a manner that will reflect a positive image for the UNIVERSITY at all times during their tenure as participants in the UNIVERSITY’s athletic program.

7. Use his best efforts to keep public statements complementary to the athletics program and to the UNIVERSITY.

8. Use his best efforts to establish and maintain a frequent and systematic program of personal communication with the UNIVERSITY’s student body, faculty, and staff.
9. Attend a minimum of twenty (20) functions each year throughout Kentucky and other states as scheduled and as mutually agreed upon by the parties, with either the Western Kentucky University Alumni Association, Hilltopper Athletic Foundation, W Club or other similar organizations, and represent the UNIVERSITY from time to time in public relations duties which relate to various UNIVERSITY programs including appearances before civic and student groups.

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

If AD is found to be in violation of NCAA or Conference rules and regulations, AD shall be subject to disciplinary and/or corrective actions by the UNIVERSITY, up to and including termination as provided in Article V of this Agreement.

2.03 REPORTING RELATIONSHIPS

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

A. AD’s immediate supervisor for purposes of implementing the Contract shall be the President of the UNIVERSITY; AD acknowledges that the President is the chief executive and academic officer of the University and has direct charge of and is responsible to the Board of Regents for the operation of the University, including the University’s athletics program.

1. The AD’s official title shall be, “Director of Intercollegiate Athletics.”

2. The AD shall be a member of the President’s Administrative Council (or other group or committee that is advisory to the President and comprised of WKU’s senior executives/ division heads).
B. The overall policy of the entire athletics program shall remain the exclusive prerogative of
the UNIVERSITY. The AD shall administer the daily routine and organization of the program as
he deems necessary to effectuate its success, provided such administration shall be in
accordance with the policies established by the UNIVERSITY.

C. AD shall have supervisory responsibility to oversee decisions relating to choice and
scheduling of opponents, means of travel to be employed by team members and coaching
staff, hotel and food accommodations, size and content of the travel squad and party, and
all other matters pertaining to the operation of any phase of the athletics program. It is
specifically agreed and understood that travel arrangements shall be made in conformance
with all UNIVERSITY policies pertaining thereto, including any contractual agreements
between the UNIVERSITY and any travel agency.

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

E. AD shall have primary responsibility for developing the budget annually for the athletics
program subject to the approval of the President and the Board of Regents. Further, if the
UNIVERSITY at any time decides to change its competitive status under the NCAA rules,
regulations, and/or constitution regarding competition to any status lower than Division I in
all sports, the AD shall have the right to terminate this agreement immediately and all
payment provisions or obligations of either party herein shall be null and void.

ARTICLE III
TERM OF EMPLOYMENT

The term of this Employment Contract shall be for a period beginning on the 1st day of August,
2012, and expiring on the 30th day of June, 2016. If circumstances do not exist that would justify the
AD's dismissal for cause during the first year of this Contract, the UNIVERSITY shall extend this Contract by one additional year in 2013-14, or through June 30, 2017.

ARTICLE IV
COMPENSATION / BENEFITS / BONUSES

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

4.01 BASE SALARY AND BENEFITS

The base salary paid by the UNIVERSITY to AD for services and satisfactory performance of the terms and conditions of this Employment Contract shall be $186,012, and shall be payable in equal monthly installments during the period of this Contract and made in conformity with the payroll procedure of the UNIVERSITY. AD will be reviewed for his performance on an annual basis, and assuming funds are available will be given a raise appropriate and in accordance with the UNIVERSITY performance evaluation policies and compensation policies.

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

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

4.02 AD Supplemental Salary Payments

A. REVENUE GENERATED

The AD shall be entitled to a supplemental salary payment equal to 3 percent of new revenue generated over current revenue each year as evidenced by the base Athletic Department budget ending June 30, 2012. The AD shall also be entitled to a supplemental salary payment equal to 1 percent of sustained revenues in succeeding years based upon the
2011-2012 baseline, to be determined on or before December 31, 2012, following completion of internal and external audit. Said payment shall be paid on or before the 31st day of December following the end of the fiscal year on June 30. For purposes of this calculation, the total revenue from 2011-2012 agreed upon baselines will be based upon the following revenue sources, as of June 30, 2012:

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

B. POST-SEASON COMPETITION / CHAMPIONSHIPS / RANKING

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

<table>
<thead>
<tr>
<th>Sport</th>
<th>NCAA Post-Season Competition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men’s Basketball</td>
<td>$10,000</td>
</tr>
<tr>
<td>Women’s Basketball</td>
<td>$10,000</td>
</tr>
<tr>
<td>Football (Bowl)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Football (BCS Bowl)</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
Baseball $10,000
Volleyball $5,000
Women’s Soccer $2,500
Individual members of WKU teams who participate as Qualifiers $1,000 (per team)
Conference All Sports Championship $10,000
NACDA Top 100 Ranking $5,000
All other team sports $2,500

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

<table>
<thead>
<tr>
<th>Sport</th>
<th>NCAA Championship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men’s Basketball</td>
<td>$50,000</td>
</tr>
<tr>
<td>Women’s Basketball</td>
<td>$25,000</td>
</tr>
<tr>
<td>Football</td>
<td>$50,000</td>
</tr>
<tr>
<td>Baseball</td>
<td>$25,000</td>
</tr>
<tr>
<td>Volleyball</td>
<td>$10,000</td>
</tr>
<tr>
<td>Women’s Soccer</td>
<td>$5,000</td>
</tr>
<tr>
<td>Individual members of WKU teams who win NCAA Championship</td>
<td>$2,000</td>
</tr>
<tr>
<td>All other team sports</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

C. BALANCED BUDGET

Beginning with the fiscal year ending June 30, 2013, The AD shall be entitled to an additional supplemental salary payment of $15,000 for finishing a fiscal year on June 30 with a balanced budget which requires no additional non-athletic department funds (exclusive of
the usual and customary increases allocated for UNIVERSITY employee salary adjustments and tuition-driven increases to Athletic scholarships) at the end of the fiscal year. The Athletic Department and Hilltopper Athletic Foundation reserve funds may be used on an annual basis to create a year-end balanced budget. The balanced budget must be net of all supplemental salary payments and/or bonuses due and/or payable to the AD or any other person associated with the Athletic Department in that fiscal year. The AD shall have the discretion to allocate all or part of this supplemental salary payment to other WKU employee(s) who contributed to the achievement of the balanced budget, with the approval of the President.

D. ATTENDANCE / TICKET SALES

The AD shall also be entitled to a supplemental salary payment each year in the amount of five percent (5%) of new documented increase in ticket revenue for all ticketed men’s and women’s sports programs (currently basketball, football, baseball, soccer, volleyball, and softball) based upon revenue as reported to the NCAA for 2011-12 (through June 30, 2012) in the first year. Thereafter, payment shall be based upon ticket revenue as reported for the previous year, and the AD will be eligible for a salary supplement equal to 2½ percent of sustained ticket revenue growth, retroactive to the 2011-12 reported ticket revenue baseline, to be determined on or before December 31, 2012, following completion of internal and external audit.

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

- Men’s Basketball ticket sales
- Women’s Basketball ticket sales
- Football ticket sales
- Baseball ticket sales
Women's Soccer ticket sales
Volleyball ticket sales
Women's Softball ticket sales

E.  FACILITIES

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

Final completion of soccer facilities (locker rooms and coaches' offices—all phases) by June 30, 2013, and financed within a balanced Athletics Department budget (current and projected).  $ 7,500

Final completion of softball facilities (locker rooms and coaches' offices—all phases) by June 30, 2013, and financed within a balanced Athletics Department budget (current and projected).  $ 7,500

Final completion of track and field facilities (grand stands, lighting, scoreboard, restrooms, press box, storage, equipment—all phases) by June 30, 2013, and financed within a balanced Athletics Department budget (current and projected).  $ 7,500

F.  ACADEMIC PERFORMANCE

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

1.  The Athletic Department calculates and confirms a multi-year Academic Progress Rate (APR) for its athletic sports in the fall of each year and released in February of the following year.  The parties agree that the AD will be entitled to a supplemental salary payment in the amount of $10,000 if all athletics programs achieve a rate of 925 or higher.

2.  If the multi-year Academic Progress Rate (APR) for all athletic sports (calculated in the fall of each year and released in February of the following year) reflects that the APR average for all athletics programs has improved over the previous year, the parties agree that the AD will be entitled to a supplemental salary payment in the amount of $5,000.
3. For each year that the multi-year Academic Progress Rate (APR) for all athletic sports (calculated in the fall of each year and released in February of the following year) reflects that the APR average for all athletics programs is at 950 or higher, the parties agree that the AD will be entitled to a supplemental salary payment in the amount of $5,000.

4. Notwithstanding any of the foregoing provisions of Section F (1)-(3), the parties also agree that any salary adjustments, bonuses, incentives, or supplements which the AD may be entitled to and which are earned in a particular fiscal year as set forth in F (1)-(3) are contingent upon all programs’ multi-year Academic Progress Rate (APR) remaining at or above 925 as calculated for the same fiscal year. If the APR in any program falls below 925, then the AD forfeits any supplements which may have been payable pursuant to Section F (1)-(3) in that fiscal year.

5. If at least fifty-five percent (55%) of the student athletes achieve at least a 3.0 cumulative or semester GPA for the most recently completed academic year, the parties agree that the AD will be entitled to a supplemental salary payment in the amount of $5,000.

G. PAYMENT OF SUPPLEMENTAL SALARY PAYMENT(S)

Supplemental salary payments shall be paid from the unrestricted Athletic Department funds set aside for the use and benefit of the Athletic Department and in accordance with the payroll procedures of the UNIVERSITY. It is specifically agreed and understood that the AD’s earned supplemental salary payment(s) shall be drawn from the revenue category for which the bonus is earned, where applicable. In the event this Contract is terminated by the UNIVERSITY or AD, either with or without cause prior to its expiration date, it is agreed and understood that any and all supplemental salary payments provided for herein but not yet achieved shall be null and void, with final compensation paid according to termination date
calculations and AD shall be entitled to any supplemental payments achieved as of the date of termination.

4.04 OPPORTUNITIES TO EARN OUTSIDE INCOME

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

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

A. UNIVERSITY OBLIGATIONS ARE PRIMARY. Such outside activities shall not interfere with the full and complete performance by AD of his duties and obligations as a University Athletics Director, recognizing always that AD’s primary obligations lie with the UNIVERSITY and its students;

B. NCAA RULES CONTROL. In no event shall AD accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, group, corporation, Hilltopper Athletic Foundation, or Alumni Association if such action would violate NCAA legislation. The constitution, bylaws, rules and regulations, or interpretations thereof shall automatically apply to the Agreement;

C. UNIVERSITY APPROVAL IS REQUIRED. AD shall obtain the advance written approval from the President of the UNIVERSITY before entering into such agreements. Approval shall not be unreasonably withheld;

D. UNIVERSITY IS NOT LIABLE. Such activities are independent of AD’s employment at the UNIVERSITY and the UNIVERSITY shall have no responsibility nor bear any liability for any claims arising therefrom;
E. REVENUES. Except for the limitations on such outside compensation as established by or set forth in this agreement and in the constitution, bylaws, rules and regulations, and interpretations thereof of the UNIVERSITY; the Sun Belt Conference or any other conference the UNIVERSITY may choose to enter; and the NCAA, AD shall be entitled to retain all revenues generated by such outside activities.

F. OTHER INCOME

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

**ARTICLE V**
**TERMINATION**

**AD** recognizes that his promise to remain the UNIVERSITY's Athletics Director through the entire term of the Employment Agreement is of the essence. It is also recognized, however, that certain limited circumstances may make it appropriate for either party to terminate this Agreement, either with or without cause, prior to the completion of its entire term.

5.01 **TERMINATION BY UNIVERSITY FOR JUST CAUSE**

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

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

B. Intentional serious violation of any law, rule, regulation, constitutional provision by the NCAA;

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

5.02 UNIVERSITY'S OBLIGATIONS UPON TERMINATION FOR CAUSE

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

5.03 TERMINATION BY UNIVERSITY WITHOUT CAUSE

The UNIVERSITY shall have the right to terminate this Employment Contract prior to its expiration date without cause. Termination "without cause" shall mean termination of this Contract on any basis other than those set forth in Section 5.01. Termination by the UNIVERSITY without cause shall be effectuated by delivering to the AD written notice of the UNIVERSITY'S intent to terminate this Contract without cause.

5.04 LIQUIDATED DAMAGES UPON TERMINATION BY UNIVERSITY WITHOUT CAUSE

If the UNIVERSITY terminates this Contract without cause prior to its expiration date in accordance with the provisions of Section 5.03, the UNIVERSITY shall pay to AD, as liquidated damages, a sum equal to one year's (annual) base salary of the AD as of the date of termination, plus any supplemental salary payments which have accrued to the AD as of the date of
termination, to be paid in equal monthly installments for the remaining term of the contract. If less than one year is remaining on the contract term, then the University shall pay AD this sum on a prorated basis (1/12th) for the remaining months of that year, plus any supplemental salary payments which have accrued to the AD as of the date of termination. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

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

5.05 LIQUIDATED DAMAGES UPON TERMINATION BY AD WITHOUT CAUSE

A. If the AD terminates this Contract without cause before June 30, 2016, or June 30, 2017, should the Agreement be extended as provided in Article III, the AD shall pay to the UNIVERSITY, as liquidated damages, a sum equal to one million dollars ($1,000,000), to be paid within thirty (30) days of AD's last date of employment with the UNIVERSITY. Failure to timely pay such liquidated damages shall constitute a breach of this Contract and such sum shall be recoverable together with reasonable attorney fees, in any court of competent jurisdiction.

B. In addition to the obligations agreed upon herein above, should AD terminate this Contract under the provisions of this paragraph, AD agrees to use his best efforts at the hiring institution to schedule four (4) four-year home/home game series between the men's and women's basketball teams and two (2) two home/home game series between the football team (provided
the UNIVERSITY's football team competes at the same NCAA Division I level as the hiring institution) of the college/university which employs him and the UNIVERSITY's men's and women's basketball team and the UNIVERSITY's football team, with no requirement for financial remuneration on the part of either that college/university or the UNIVERSITY.

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

The parties agree that should another athletics director or other sports-related employment opportunity be presented to AD or should AD be interested in another athletic position during the term of his Employment Agreement, AD must notify the UNIVERSITY's President of such opportunity or interest and obtain permission from the President before any discussions can be held by AD with anticipated athletic position principals, which permission shall not be unreasonably withheld. In consideration of this permission, AD agrees to inform the entity offering the employment opportunity of the home-and-home series described in Section 5.05(B) of this Contract.

5.07 WAIVER OF JURY TRIAL AND RESOLUTION OF DISPUTES

Parties to this agreement agree to waive trial by jury for any claim arising out of or relating in any way to this agreement or breach of this agreement.

ARTICLE VI
MISCELLANEOUS

6.01 AMENDMENTS TO AGREEMENT

This Employment Agreement can only be altered or amended upon written agreement between AD and the President, and contingent upon subsequent approval of the Board of Regents.

6.02 UNIVERSITY RETAINS ALL MATERIALS AND RECORDS

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

6.03 **TAX LIABILITIES**

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

6.04 **LAWS OF THE COMMONWEALTH OF KENTUCKY**

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

6.05 **ACKNOWLEDGMENT**

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

**IN WITNESS WHEREOF,** the parties hereto set forth their respective signatures on this Agreement as of the date set forth below.
APPROVAL FOR THE SALE AND ACQUISITION
OF REAL PROPERTY
AS PART OF THE GREEK VILLAGE DEVELOPMENT

REQUEST:
The President requests authorization for the sale of property located at 1324 & 1328 Center Street to Pi Kappa Alpha Fraternity and the purchase of 1430 Chestnut Street, contingent upon fulfillment of a related gift agreement.

FACTS:
On January 26, 2005, the Board of Regents adopted and approved a Resolution establishing the Greek Village concept. The purpose of the Greek Village concept was to encourage fraternities and sororities recognized by WKU to relocate existing off-campus Greek houses away from residential, historic neighborhoods, and also facilitate new construction to replace houses that are old, outdated and in need of major repairs, renovations and upgraded life safety.

The University proposes to sell property located at 1324 & 1328 Center Street to Pi Kappa Alpha Fraternity for the purchase price of $50,000.00, for construction of a fraternity house consistent with the covenants, conditions and restrictions provided by the University, and also subject to the University’s right of first refusal to purchase property. A site plan is included with the Board material. Pi Kappa Alpha’s preliminary construction documents have been reviewed and approved by the Division of Student Affairs.

As a contingency and as part of the transaction, Chris McGee has agreed to execute and fulfill a gift agreement whereby he will make a gift of $200,000.00 to the WKU Foundation for the Pike House Fund. Following this, WKU will purchase the property located at 1430 Chestnut Street from Chris McGee for $200,000.00. Chris McGee has allowed the Pi Kappa Alpha Fraternity to use his property for a fraternity house. The property will be used to expand an existing university parking lot.

BUDGETARY IMPLICATIONS:
The University proposes to use $200,000.00 of the University’s reserve fund.

RECOMMENDATION:
President Gary A. Ransdell requests Board of Regents authorization for the sale of property located at 1324 & 1328 Center Street to Pi Kappa Alpha Fraternity and the subsequent purchase 1430 Chestnut Street contingent upon fulfillment of the gift agreement.

MOTION:
To authorize the sale of property located at 1324 & 1328 Center Street to Pi Kappa Alpha Fraternity and the subsequent purchase 1430 Chestnut Street contingent upon fulfillment of the gift agreement.
APPROVAL FOR THE SALE AND ACQUISITION
OF REAL PROPERTY
AS PART OF THE GREEK VILLAGE DEVELOPMENT

REQUEST:
The President requests the Board of Regent’s authorization for the purchase and subsequent sale of property located at 330 & 340 Alumni Avenue to Phi Delta Theta Fraternity.

FACTS:
On January 26, 2005, the Board of Regents adopted and approved a Resolution establishing the Greek Village concept. The purpose of the Greek Village is to relocate existing off-campus Greek houses away from residential, historic neighborhoods and facilitate new construction to replace houses that are old, outdated and void of life safety and fire suppression systems.

The University proposes to acquire the property located at 330 & 340 Alumni Avenue from the WKU Real Estate Corporation, which holds title to 330 Alumni Avenue outright, and 340 Alumni Avenue as Trustee for a Charitable Remainder Annuity Trust. The University proposes to pay off the existing mortgage on 330 Alumni Avenue in the approximate amount of $230,000, and assume payment of the annuity in the amount of $15,575, payable annually through June 30, 2026, on 340 Alumni Avenue.

The University proposes, in turn, to sell the property to Phi Delta Theta Fraternity for the purchase price of $100,000.00, for construction of a fraternity house consistent with the covenants, conditions and restrictions provided by the University, and also subject to the University’s right of first refusal to purchase property. A site plan is included with the Board material. The purchase price of $100,000.00 will be used to partially reimburse the University for a portion of the purchase price paid to the WKU Foundation.

BUDGETARY IMPLICATIONS:
The University proposes to draw $130,000.00 from the University’s reserve fund, and central carry forward funds will be used to pay for the annual annuity payment.

RECOMMENDATION:
President Gary A. Ransdell requests the Board of Regent’s authorization for the purchase and subsequent sale of property located at 330 & 340 Alumni Avenue to Phi Delta Theta Fraternity.

MOTION:
To authorize the purchase and subsequent sale of property located at 330 & 340 Alumni Avenue to Phi Delta Theta Fraternity.
RESOLUTIONS OF APPRECIATION FOR THE "NEW CENTURY OF SPIRIT" CAMPAIGN CO-CHAIRS MR. DON VITALE AND MR. RICK GUILLAUME

REQUEST:

Approval of Resolutions of Appreciation for Mr. Don Vitale and Mr. Rick Guillaume.

FACTS:

The enclosed Resolutions are in appreciation of outstanding service and leadership demonstrated by Mr. Don Vitale and Mr. Rick Guillaume as co-chairs for the “New Century of Spirit” campaign.

BUDGETARY IMPLICATIONS:

None.

RECOMMENDATION:

President Gary A. Ransdell recommends approval of the enclosed Resolutions of Appreciation for Mr. Don Vitale and Mr. Rick Guillaume.

MOTION:

Approval of the Resolutions in honor of the “New Century of Spirit” campaign co-chairs, Mr. Don Vitale and Mr. Rick Guillaume.
RESOLUTION

Whereas, the Board of Regents of Western Kentucky University has recognized the extraordinary leadership of Damon S. Vitale, and,

WHEREAS,  Damon S. Vitale has devoted his time and energy in service as a member of the Western Kentucky University Campaign Cabinet from 1998 to present, serving as co-chair for both the “Investing in the Spirit” campaign and “New Century of Spirit” campaign;

WHEREAS, the Board of Regents of Western Kentucky University wishes to express its most profound gratitude to Mr. Vitale and to extend best personal wishes for continued success in all his endeavors; and

BE IT THEREFORE RESOLVED, by the Board of Regents of Western Kentucky University that it recognizes the exemplary leadership efforts of Mr. Vitale in his performance of the duties and responsibilities as co-chair and that, as a result of the efforts of Mr. Vitale, this University has been placed in the extraordinary position to move forward for the benefit of the students, faculty and staff of Western Kentucky University;

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

Ordered at Bowling Green, Kentucky, this ___ day of July in the year of our Lord two thousand and twelve.

Mr. Frederick A. Higdon, Chair
Western Kentucky University Board of Regents

Dr. Gary A. Ransdell, President
Western Kentucky University
RESOLUTION

Whereas, the Board of Regents of Western Kentucky University has recognized the extraordinary leadership of Raymond K. Guillaume, and,

WHEREAS, Raymond K. Guillaume has devoted his time and energy in service as a member of the Western Kentucky University Campaign Cabinet from 1998 to present, serving as co-chair for the “New Century of Spirit” campaign from 2005 to present;

WHEREAS, the Board of Regents of Western Kentucky University wishes to express its most profound gratitude to Mr. Guillaume and to extend best personal wishes for continued success in all his endeavors; and

BE IT THEREFORE RESOLVED, by the Board of Regents of Western Kentucky University that it recognizes the exemplary leadership efforts of Mr. Guillaume in his performance of the duties and responsibilities as co-chair and that, as a result of the efforts of Mr. Guillaume, this University has been placed in the extraordinary position to move forward for the benefit of the students, faculty and staff of Western Kentucky University;

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

Ordered at Bowling Green, Kentucky, this ___ day of July in the year of our Lord two thousand and twelve.

_________________________________________  ________________________________
Mr. Frederick A. Figdon, Chair          Dr. Gary A. Ransdell, President
Western Kentucky University Board of Regents          Western Kentucky University
FINANCE AND BUDGET COMMITTEE

July 27, 2012

Mass Media and Technology Hall
Cornelius A. Martin Regents Room
REQUEST:
Approval of faculty and staff personnel actions which have been approved through administrative channels and executed through the human resources information system during the period 02/25/2012 – 06/07/2012 (faculty) and 02/25/2012 – 05/29/2012 (staff).

FACTS:
This request includes a variety of customary actions pertaining to people and positions. Each action is identified by “type” and “funding source”. Salary increases equal to or greater than $5,000 and not associated with a personnel transfer are noted with a detailed explanation.

BUDGETARY IMPLICATIONS:
Funding is provided as indicated for each transaction.

RECOMMENDATION:
President Gary A. Ransdell recommends approval of all faculty and staff personnel actions as referenced above.

MOTION:
Approve faculty and staff personnel actions.
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<th>Title</th>
<th>Effective Date</th>
<th>Current Rate/Salary</th>
<th>Proposed Rate/Salary</th>
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Funding Source Codes:
E&G - Education and General
Grant - Grant Funded
Aux - Auxiliary
RD - Revenue Dependent
Split - Split between sources
FDN - Foundation

Salary Increase Codes:
ADDED - Added Duties
MKTEQ - Market Equity
REORG - Departmental Reorganization
OTHSAI - Other Salary Increase

Action Definitions:
INITIAL APPOINTMENT - Used when an employee is added to payroll for the first time.
REAPPOINTMENT - Used when an employee comes to the end date of an appointment and is continued in the same position. Used only when there is no break in employment.
REHIRE - Used when an employee is rehired following a separation from WKU.
REHIRE OF A RETIREE - Used when a WKU retired employee is rehired.
ADDED DUTIES - Used when employee receives a salary increase due to added responsibilities in their job but when their job is not reclassified.
DEGREE - Used when an employee receives a degree resulting in an increase to their base salary or payment of a lump sum.
MARKET/EQUITY INCREASE - Used when employee receives a salary increase as the result of market or equity factors.
OTHER SALARY INCREASE - Used when an employee receives a salary increase due to reasons not covered by other salary increase reason codes.
FISCAL YEAR RATE INCREASE - Used when a rate increase is effective July 1.
RECLASSIFICATION - Used when an employee’s job title, salary grade and/or salary are changed as the result of a material increase in duties/responsibilities.
REORGANIZATION - Used when an employee receives a salary increase as the result of a departmental reorganization.
FISCAL YEAR SALARY INCREASE - Used when a salary increase is effective on July 1.
STATUS CHANGE - used when a staff member goes from part time to full time. (This code is not used for faculty.)
TRANSFER - Used when an employee moves from one position to another position as the result of a search process regardless of department and/or salary change.
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<th>Employee</th>
<th>Title</th>
<th>Effective Date</th>
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<td>Jeremy Michael Jenkins</td>
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<td>Rebecca S. Banks</td>
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<td>Michael Curtis Dale</td>
<td>Assoc. VP for Acad. Budgets</td>
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Funding Source Codes:
E&G - Education and General
Grant - Grant Funded
Aux - Auxiliary
RD - Revenue Dependent
Split - Split between sources
FDN - Foundation

Salary Increase Codes:
ADDED - Added Duties
MKTEQ - Market Equity
RF-ORG - Departmental Reorganization
OTHSI - Other Salary Increase

Action Definitions:
INITIAL APPOINTMENT - Used when an employee is added to payroll for the first time.
SECONDARY APPOINTMENT - Used when a PT employee who already has a primary assignment accepts an additional PT assignment.
REAPPOINTMENT - Used when an employee comes to the end date of an appointment and is continued in the same position. Used only when there is no break in employment.
REHIRE - Used when an employee is rehired following a separation from WKU.
REHIRE OF A RETIREE - Used when a WKU retired employee is rehired.
ADDED DUTIES - Used when employee receives a salary increase due to added responsibilities in their job but when their job is not reclassified.
DEGREE - Used when an employee receives a degree resulting in an increase to their base salary or payment of a lump sum.
MARKET/EQUITY INCREASE - Used when employee receives a salary increase as the result of market or equity factors.
OTHER SALARY INCREASE - Used when an employee receives a salary increase due to reasons not covered by other salary increase reason codes.
FISCAL YEAR RATE INCREASE - Used when a rate increase is effective July 1.
RECLASSIFICATION - Used when an employee's job title, salary grade and/or salary are changed as the result of a material increase in duties/responsibilities.
REORGANIZATION - Used when an employee receives a salary increase as the result of a departmental reorganization.
FISCAL YEAR SALARY INCREASE - Used when a salary increase is effective on July 1.
STATUS CHANGE - used when a staff member goes from part time to full time. (This code is not used for faculty.)
TRANSFER - Used when an employee moves from one position to another position as the result of a search process regardless of department and/or salary change.
Explanation for Salary Increases Greater Than $5,000

The salary increase proposed for Dr. Cobane relates to his assumption of leadership for the Office of International Programs. Dr. Cobane now functions as Executive Director, Honors College and Chief International Officer. Funding for the proposed increase is provided by existing unit resources.