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**1998-06-04**

Board of Regents, Murray State University

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**MINUTES OF THE QUARTERLY MEETING OF THE BOARD OF REGENTS**  
**Murray State University**  
**June 4, 1998**

**Oath of Office Administered to James A. Rudolph and Todd Earwood**

Prior to the meeting, the Oath of Office was administered to Dr. James A. Rudolph and Mr. Todd Earwood by former Calloway County Circuit Judge David Buckingham, now with the state Court of Appeals' First Appellate Division. Dr. Rudolph was elected Faculty Regent for a three-year term, June 4, 1998, to June 4, 2001. Mr. Earwood is President of the Murray State University Student Government Association which qualifies him to serve as Student Regent. He will be serving a second term, July 1, 1998, to July 1, 1999.

A moment of silence was observed in memory of James Burr, Olivia Burr's husband, who passed away in May.

Regent Philip Lanier gave the invocation.

**Resolutions of Appreciation, adopted**

Chair Sid Easley presented the following Resolution of Appreciation to Dr. Nancey France whose term has expired.  
Murray State University

Board of Regents  
Resolution of Appreciation

Dr. Nancey E. M. France

WHEREAS, Dr. Nancey E. M. France was elected by her faculty colleagues to the Board of Regents of Murray State University, serving a term beginning May 19, 1995, and ending May 19, 1998; and

WHEREAS, she has most effectively represented and advanced the interests of the faculty of Murray State University in concert with the encompassing goals and objectives of the institution; and

WHEREAS, her wide knowledge of academe coupled with her thoughtful and cooperative demeanor enabled her to be a most convincing and highly effective member of the Board; and

WHEREAS, her dedicated service to the Board contributed substantially to the improvement and advancement of the University in its efforts to serve the educational needs of the citizens of West Kentucky and the Commonwealth; and

WHEREAS, her conscientious and devoted service reflected an unselfish willingness to expend both time and energy in working toward the betterment of the University; and

WHEREAS, she was active in the work of the Academic Affairs, Equal Opportunity/Affirmative Action, Faculty/Staff Affairs, and Student Life committees of the Board and was an effective advocate of the needs and the programs of the University and its faculty; and

WHEREAS, she has advanced the importance of student welfare through tireless endeavors as head of Richmond Residential College at Murray State University;

NOW, THEREFORE, ON THIS JUNE 4, 1998, BE IT HEREBY RESOLVED by the Murray State University Board of Regents, that this recognition of service of Dr. Nancey E. M. France be preserved in the minutes as a token of our admiration and affection.

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Mr. Burich moved, seconded by Mrs. Burr, that the Resolution be adopted. The motion carried.

Chair Easley presented the following Resolution of Appreciation to Dr. James L. Booth.

Murray State University  
Board of Regents  
Resolution of Appreciation

Dr. James L. Booth

WHEREAS, Dr. James L. Booth has announced his intention to leave his position as Provost and Vice President for Academic Affairs on June 30, 1998, after sixteen (16) years of service in that position; and

WHEREAS, he has rendered distinguished service and dedication to this University in that important post; and

WHEREAS, in his service to this University he has exemplified high professionalism and has engendered such in all who have worked with him; and

WHEREAS, his leadership of academic affairs has led the University to be named one of the preeminent regional universities of the South; and

WHEREAS, his personal characteristics of loyalty, competence and perseverance have served as a standard for his colleagues; and

WHEREAS, his service as Interim President has provided stable and dependable leadership in periods of critical transition for the University on two separate occasions; and

WHEREAS, his ideals of academic excellence have provided the sound foundation for quality higher education at Murray State University; and

WHEREAS, his expert advocacy for worthy causes and programs before the Legislature and state administrative councils has advanced, defended and strengthened Murray State University;

NOW, THEREFORE, ON THIS JUNE 4, 1998, BE IT RESOLVED that the Board of Regents of Murray State University expresses its deep and heartfelt appreciation to Dr. James L. Booth for his contributions to the betterment of the scholarships of this University and for his unflinching service and devotion to Murray State University; and

BE IT FURTHER RESOLVED that this Resolution be spread upon the minutes of the meeting of the Board of Regents and that a copy of this Resolution be presented to Dr. James L. Booth on behalf of the members of this Board.

\*\*\*

Mrs. Buchanan moved, seconded by Mrs. McCoy, that the Resolution for Dr. James L. Booth be adopted. Motion carried.

Dr. Booth was praised by the Regents and Mr. Lanier commented that Dr. Booth always made him feel welcome and comfortable and he wanted to publicly thank him.

#### Quarterly Meeting

The Board of Regents of Murray State University met on June 4, 1998, in quarterly session in the Board of Regents Room, Wells Hall, on the campus of Murray State University. The meeting was called to order at 1:35 p.m. by Chair Sid Easley.

Upon roll call, the following members were present: Marilyn Buchanon, Thomas A. Burich, Olivia Burr, Lori Dial, Todd Earwood, Sid Easley, Beverly Ford, Philip Lanier, Wells T. Lovett, Elizabeth McCoy and James A. Rudolph. Absent: none.

Others present were: Dr. Kern Alexander, President of the University; Sandra M. Rogers, Secretary to the Board; Tom Denton, Treasurer of the Board and Vice President for Administrative Services; Don Robertson, Vice President for Student Affairs; John Rall, University Counsel; members of the faculty, staff, students, news media and visitors.

### Agenda

The following agenda for the meeting was presented:

Meeting of the Board of Regents  
Murray State University  
June 4, 1998  
1:30 p.m.

1. Minutes of the Meeting of the Board of Regents held on February 20, 1998
2. Report of the President Dr. Alexander
3. Report of the Chair Mr. Easley
4. Report of the Treasurer Mr. Denton  
(Financial and Investment Reports for the period  
July 1, 1997 - March 31, 1998)
5. Report of the Dean of Admissions and Registrar Dr. Alexander
6. Personnel Changes Dr. Alexander
  - A. Faculty Leaves of Absence Without Pay
  - B. Staff Leaves of Absence Without Pay
  - C. Postponement of Sabbatical
  - D. Early Retirement Contract
  - E. Recommendation on Title Change, Associate Vice President for Facilities Management
  - F. Recommendation on Title Change, Associate Vice President for Human Resources
  - G. Recommendation on Appointment, Dean, College of Education, and Professor, Department of Educational Leadership and Counseling
  - H. Recommendation on Appointment, Dean and Professor, College of Science
  - I. Recommendation on Appointment, Chair and Associate Professor, Department of Accounting
  - J. Recommendation on Appointment, Director Institute for International Studies
  - K. Recommendation on Appointment, Director, WQTV
  - L. Recommendation on Breathitt Veterinary Center Personnel - Rank and Tenure Status
  - M. Recommendation on Appointment, Interim Dean, College of Humanistic Studies
  - N. Recommendation on Appointment, Chair and Associate Professor, Department of English
  - O. Recommendation on Appointment, Dean, Center for Continuing Education and Academic Outreach and Professor of Education

- P. Recommendation on Appointment, Interim Provost/  
Vice President for Academic Affairs
  - Q. Recommendation on Appointment, Interim Assistant  
to the Provost and Coordinator of Graduate Studies
  - R. Recommendation on Appointment, Head Basketball Coach
- 7. Promotion Recommendations Dr. Alexander
  - 8. Tenure Recommendations Dr. Alexander
  - 9. Committee Reports
    - A. Academic Affairs Mr. Lovett
    - B. Athletic Mrs. Ford
    - C. Buildings and Grounds Mr. Burich
    - D. Development/Investments Mr. Lovett
    - E. Equal Opportunity/Affirmative Action Mrs. Burr
    - F. Faculty/Staff Affairs Mr. Lanier
    - G. Finance/Audit Mr. Easley
    - H. Governmental Relations Mrs. McCoy
    - I. Student Life Mr. Earwood
  - 10. Resolutions of Appreciation Dr. Alexander
    - A. Retiring Staff
    - B. Retiring Faculty
    - C. Nancey France
    - D. James L. Booth
  - 11. Review of Meeting Dates Mr. Easley
  - 12. Election of Officers Mr. Easley

**Minutes of the Meeting of the Board of Regents held on February 20, 1998, approved**

Mr. Lanier moved that the Minutes of the meeting of the Board of Regents held on February 20, 1998, be approved as presented. Mr. Earwood seconded and the motion carried.

**Report of the President**

President Alexander added his respects and compliments to Dr. Booth, emphasizing that he has done an outstanding job for Murray State University. He added that when Murray State has been in operation 75 years, a hundred years out, Dr. Booth's tenure will be looked at as being very important to the history of this institution with sixteen years of service, serving twice as interim president and as the first and only provost. He will continue to work closely with us on our vision 2020.

Todd Earwood has been elected as chairman of the Kentucky Board of Student Body Presidents, which is a very important body. He is truly a leader among those presidents and by virtue of being a leader among those presidents of many thousands of students in this state, he represents them well and will do so with the Council on Postsecondary Education.

Murray State is on the threshold of new opportunities which are going to be most important in meeting our needs to serve the students of west Kentucky. We have a new structure of higher education, postsecondary education in the state of Kentucky. Heretofore, we have always been termed a regional university without much authority to perform as a regional university. Today, we have new legislative authority and we have a Governor who has designed a

plan to enhance the role of the comprehensive university in Kentucky. We are a comprehensive university and we believe that with this new legislation we will be able to fulfill that role as we have not been able to in the past because of various restraints.

There is tangible evidence that we are moving in the direction of having new public dependents on our university. The Governor and the Legislature funded a new Hopkinsville campus, a new building which will result in a new Hopkinsville campus for Murray State University, giving us the opportunity to serve that part of our region of the state and to have a physical presence there, which is most meaningful to the future of this University. We have a Paducah Center and we feel confident that the Governor and the Legislature will give us that same kind of presence in Henderson and Madisonville and possibly other sites throughout west Kentucky. We are pleased and now it is up to us to fulfill that obligation and that role. We want the people of Hopkinsville and Christian County to feel as much a part of Murray State as those in Calloway, Marshall, Graves and McCracken Counties. We want them to help us plan and help us carry out the functions of this University. We are looking at a new future, a new vision for Murray State. We want to build on our strategic plan and the plan that the Governor and the Legislature have advanced. I am suggesting to the Board of Regents that we adopt a vision for the future plan, a new vision for Murray State that will define a role for us that has not been contemplated before. During the next few months, I will ask various persons throughout the region to serve on a Vision 2020 Committee for Murray State University to involve as many of our friends throughout west Kentucky as we can in planning for the future of Murray State. This will be a major undertaking and I'll report periodically to the Board of Regents on the progress.

Murray State is going to move forward and be more encompassing and we are going to define a mission and a vision for our University for this age and for the new millennium.

#### **Report of the Chair**

Mr. Easley welcomed new Board members, Dr. James A. Rudolph and Todd Earwood.

On behalf of the Board, Chair Easley expressed appreciation to the administration, faculty, and staff who have been involved with the transition on health insurance.

#### **Report of the Treasurer**

Treasurer Tom Denton presented and reviewed the financial and investment reports for the period of July 1, 1997, through March 31, 1998. Following a brief discussion, Mrs. McCoy moved, seconded by Mrs. Dial, that the Treasurer's Report be accepted. Motion carried.

(See Attachments #1 and #2)

#### **Report of the Dean of Admissions and Registrar**

Mrs. Dial moved that the Board of Regents ratify the awarding of the degrees to individuals on May 9, 1998, as recommended by the Dean of Admissions and Registrar. Mrs. Burr seconded and the motion carried.

(See Attachment #3)

#### **Personnel Changes, approved**

#### **Faculty Leaves of Absence Without Pay, approved**

Dr. Rudolph moved that the Board of Regents, upon the recommendation of the President of the University, grant the following request for leaves of absence without pay:

John Murphy, Assistant Professor  
Department of English  
dates: 8/1/98 - 5/31/99

Louis Cheng, Associate Professor  
Department of Economics and Finance  
dates: 8/1/98 - 5/31/99

Eileen McElrath, Lecturer  
Universities Libraries  
dates: 7/1/98 - 6/30/99

Mrs. Dial seconded and the motion carried.

Staff Leaves of Absence Without Pay, approved

Mrs. Dial moved that the Board of Regents, upon the recommendation of the President of the University, approve the Staff Leaves of Absence Without Pay as listed below:

Benson, Brenda	Industry & Technology	6/15/98-7/24/98
Blackwell, Tiffany	Residence Halls	4/28/98-5/31/98
Bradshaw, Kimberly*	School Relations	3/21/98-3/27/98
Bucy, Gerald	Facilities Management	1/17/98-2/6/98
Burton, Ronald	Facilities Management	5/7/98-6/5/98
Collins, Betty	University Libraries	8/15/98-12/18/98
Garvin, Rebecca	Admissions & Registrar	6/4/98-7/31/98
Greer, Sharon	BVC-Microbiology	4/4/98-6/30/98
Haneline, Susan	Information Systems	3/24/98-4/10/98
Larson, Janet	Food Services	4/24/98-5/8/98
Lax, Barbara	Information Systems	2/1/98-3/31/98
Lax, Barbara*	Information Systems	4/1/98-5/31/98
Morgan, Griselda	Food Services	2/28/98-3/6/98
Parrish, Kathryn	Facilities Management	4/2/98-6/5/98
Robinson, Laura	Residence Halls	4/25/98-6/3/98

\* Intermittent Family Medical Leave; reduced hours

Mrs. Buchanon seconded and the motion carried.

Sabbatical Leave, changed

Mrs. Buchanon moved that the Board of Regents, upon the recommendation of the President of the University, approve changing the date of the sabbatical for Roger Schoenfeldt, Department of Management and Marketing, from August 1 - December 31, 1998, to August 1 - December 31, 1999.

Dr. Rudolph seconded and the motion carried.

Early Retirement Contract, approved

Mrs. McCoy moved that the Board of Regents, upon the recommendation of the President of the University, approve the early retirement contract for Richard Usher, Professor, Department of Elementary and Secondary Education, effective with the 1998-99 contract.

Mr. Lovett seconded and the motion carried.

Title Change for Director of Facilities Management to Associate Vice President for Facilities Management, approved

Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve changing the title of Dr. Dewey Yeatts from Director of Facilities

Management to Associate Vice President for Facilities Management, effective July 1, 1998.

Mrs. McCoy seconded and the motion carried.

Dr. Yeatts was introduced.

Title Change for Assistant Vice President for Human Resources to Associate Vice President for Human Resources, approved

Mrs. Dial moved that the Board of Regents, upon the recommendation of the President of the University, approve changing the title of Ms. Joyce Gordon from Assistant Vice President for Human Resources to Associate Vice President for Human Resources, effective July 1, 1998.

Dr. Rudolph seconded and the motion carried.

Mrs. Gordon was introduced.

Dean, College of Education, appointed

Mr. Lovett moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. Jack D. Rose as Professor with tenure in the Department of Educational Leadership and Counseling and Dean of the College of Education at a fiscal year salary of \$90,000, effective July 1, 1998.

Mrs. McCoy seconded and the roll was called with the following voting: Mrs. Buchanon, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Dr. Rose was introduced.

Dean, College of Science, appointed

Mrs. Dial moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. John F. Mateja as Professor and Dean of the College of Science at a fiscal year salary of \$87,000, effective July 1, 1998.

Mrs. Ford seconded and the roll was called with the following voting: Mrs. Buchanon, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Chair, Department of Accounting, appointed

Dr. Rudolph moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. Don Chamberlain as Associate Professor and Chair of the Department of Accounting, effective July 1, 1998, at an annual salary of \$86,697.

Mrs. McCoy seconded and the roll was called with the following voting: Mrs. Buchanon, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Dr. Chamberlain was introduced.

Director, Institute for International Studies, appointed

Mrs. Ford moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. Michael Basile as Director of the Institute for International Studies, at a fiscal year salary of \$70,000, effective July 1, 1998.



Mrs. Burr seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Director, WQTV, appointed

Mrs. Burr moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Stanley Marinoff as Director, WQTV, at a fiscal year salary of \$43,000, effective July 1, 1998.

Mrs. Buchanan seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Breathitt Veterinary Center (BVC) Academic Rank and Tenure Status, approved

Mrs. McCoy moved that the Board of Regents, upon the recommendation of the President of the University, approve awarding academic rank and tenure status to the following professional staff members at the Breathitt Veterinary Center:

<u>Name</u>	<u>Rank Recommendation</u>	<u>Tenure Recommendation</u>
Douglas Cox	Professor	Tenure
Ramesh Gupta	Professor	Tenure
Shri Singh	Professor	Tenure
William Cornell	Associate Professor	Tenure
Douglas Erbeck	Associate Professor	Tenure
Robin Saneki	Associate Professor	Tenure
Kent Whitaker	Associate Professor	Tenure
Judith Akins	Lecturer	Not Applicable
Louis Pittman, Jr.	Lecturer	Not Applicable

Dr. Rudolph seconded and the motion carried.

Interim Dean, College of Humanistic Studies, appointed

Mrs. Ford moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. Kenneth H. Wolf as Interim Dean of the College of Humanistic Studies, effective July 1, 1998, at a fiscal year salary of \$75,000.

Mrs. Buchanan seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Chair, Department of English, appointed

Mrs. Burr moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. Peter F. Murphy as Associate Professor and Chair of the Department of English at a fiscal year salary of \$67,000, effective August 1, 1998.

Mrs. Buchanan seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Dean, Center for Continuing Education and Academic Outreach, appointed

Mrs. McCoy moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. John Yates as Dean of the Center for Continuing Education and Academic Outreach and Associate Professor of Education, effective July 1, 1998, at a fiscal year salary of \$79,225.

Mrs. Dial seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Dr. Yates was introduced.

Interim Provost and Vice President for Academic Affairs, appointed

Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. Gary Brockway as Interim Provost and Vice President for Academic Affairs and Professor of Marketing at a fiscal year salary of \$98,000, effective July 1, 1998.

Mrs. Ford seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Dr. Brockway was introduced.

Interim Assistant Provost, Coordinator of Graduate Studies, appointed

Mr. Earwood moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Dr. Timothy S. Todd as Interim Assistant Provost, Coordinator of Graduate Studies, and Assistant Professor of Speech Communication and Theatre, at a fiscal year salary of \$46,000, effective July 1, 1998.

Mrs. Burr seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Dr. Todd was introduced.

Dr. Alexander pointed out that he will be recommending Dr. Bill Price as Interim Associate Provost at the next meeting after discussing the arrangements with the new Dean of the College of Education.

Head Men's Basketball Coach, appointed

Mr. Earwood moved that the Board of Regents, upon the recommendation of the President of the University, approve the appointment of Tevester Anderson as Head Men's Basketball Coach at a fiscal year salary of \$65,000, effective April 1, 1998.

Mrs. Ford seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

Coach Anderson was introduced.

Promotion Recommendations, approved

Dr. Rudolph moved that the Board of Regents, upon the recommendation of the President of the University, approve the following faculty for promotion to the respective rank, effective

with the 1998-99 contracts:

<u>Name</u>	<u>Department</u>	<u>Promoted to:</u>
Lila Waldman	Business Admin, Office Systems & Business Education	Associate Professor
David Balthrop	Speech Communication & Theatre	Associate Professor
Ann Neelon	English	Associate Professor
Lillian Daughaday	Sociology, Anthropology & Social Work	Associate Professor
James Bolin	History	Associate Professor
David Brasfield	Economics & Finance	Professor
Martin Milkman	Economics & Finance	Professor
Mark Wattier	Political Science, Criminal Justice & Legal Studies	Professor
Elizabeth Blodgett	Special Education	Professor
Creighton Miller	Special Education	Professor
Michael Johnson	Art	Professor
Janice Morgan	Foreign Languages	Professor
Kit Wesler	Sociology, Anthropology & Social Work	Professor
Jeffrey Anderson	Chemistry	Professor

Mrs. Buchanon seconded and the motion carried.

#### Tenure Recommendations, awarded

Mrs. McCoy moved that the Board of Regents, upon the recommendation of the President of the University, award tenure to the following faculty effective with the 1998-99 contracts:

<u>Name</u>	<u>Rank</u>	<u>Department</u>
Seid Hassan	Assistant Professor	Economics & Finance
Lila Waldman	Assistant Professor	Business Admin, Office Systems & Business Education
Janis Murphy	Assistant Professor	Elementary & Secondary Education
Creighton Miller	Associate Professor	Special Education
Bradley Almquist	Associate Professor	Music
David Balthrop	Assistant Professor	Speech Communication & Theatre
Lou Tillson	Assistant Professor	Speech Communication & Theatre
Ted Wendt	Professor	Speech Communication & Theatre
Ann Neelon	Assistant Professor	English
Connie Blanchard	Professor	Foreign Languages
Terry Derting	Assistant Professor	Biological Sciences

Mr. Buchanon seconded and the motion carried.

#### Committee Reports

##### A. Academic Affairs - Mr. Lovett.

##### Exchange Agreements:

For the Academic Affairs Committee, Mr. Lovett moved that the Board of Regents, upon the recommendation of the President of the University, approve the renewal of the faculty exchange agreement between Murray State University and the University of Southern Queensland, Australia, for a period of three years.

Dr. Rudolph seconded and the motion carried.

(See Attachment #4)

For the Academic Affairs Committee, Mr. Lovett moved that the Board of Regents, upon the recommendation of the President of the University, approve the renewal of the faculty and student exchange agreement between Murray State University and the University of Sunderland, England.

Mrs. Ford seconded and the motion carried.

(See Attachment #5)

#### Post Tenure Review

At the February 20, 1998, meeting of the Board of Regents, the Board passed a resolution requesting the university conduct a review of the status of Post Tenure Review in higher education. The resolution read as follows:

#### Resolution

WHEREAS, Post Tenure Review is currently being considered by the Kentucky State Legislature; and

WHEREAS, Post Tenure Review is a controversial issue in higher education and of vital importance to faculty;

THEREFORE, BE IT RESOLVED that the Murray State University Board of Regents requests the university to conduct a review to determine the status of Post Tenure Review at other institutions and systems of higher education in other states.

A faculty committee chaired by Coy Harmon, Dean of Libraries, and staffed by Fugen Muscio spearheaded the effort. The attached report is based on twelve relevant questions formulated by the post tenure committee.

(See Attachment #6)

Mr. Lanier moved to amend the resolution to read:

“and to report to the Board of Regents its findings and conclusions, together with such recommendations as it may deem appropriate.”

Mr. Lovett seconded and the motion carried. The committee will report its findings to the Board at the September 1998 meeting.

#### 1998 Regents Award for Teaching Excellence

The Regents Awards for Teaching Excellence were established in 1985 to honor faculty who deserve recognition as exemplary teachers. Each year one faculty member is selected from each college, and a faculty member from the library is selected every fourth year. The recipients of these awards show a strong commitment to excellence in the classroom, an enthusiasm for their discipline, and a sincere interest in the growth and well being of students. The following individuals received the awards:

Martin I. Milkman, College of Business and Public Affairs  
 Martin J. Jacobs, College of Education  
 Fred Shepard, College of Fine Arts and Communication  
 J. Milton Grimes, College of Humanistic Studies  
 Linda H. Bouck, College of Industry and Technology  
 Terry L. Derting, College of Science

Mr. Lovett moved that the Board of Regents ratify the awarding of the Teaching Excellence Awards to the above individuals.

Mr. Rudolph seconded and the motion carried.

B. Athletic - Mrs. Ford. No report.

C. Buildings and Grounds - Mr. Burich.

Mr. Burich presented the following recommendations:

Authorization to Dispose Structures

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the attached Resolutions and Orders to dispose of the following structures located on the University's West Farm:

a. Building #203 - Silo, and b. Building #211 - Silo.

Dr. Rudolph seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachments #7 and #8)

Authorization to Raze Structures

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the attached Resolutions and Orders to raze the following structures located on the University's farms: Building #213, Pole Barn; Building #214 - Tobacco Barn; Building #206 - Tool Shed; Building #301 - Farrowing House; Building #302 - Hog Parlor; Building #303 - Swine Experiment Station; Building #304 - Cow Barn; Building #305 - Storage Building; and Building #308 - Cow Shelter.

Mr. Earwood seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachments #9 and #17)

Property Acquisitions

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the attached Resolution and Order to acquire the property located at Brentwood and Poplar Streets, Murray, Kentucky.

Mrs. Buchanan seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachment #18)

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the attached Resolution and Order to acquire the property located at 907 Waldrop Drive, Murray, Kentucky.

Mrs. Burr seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachment #19)

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the attached Resolution and Order to acquire the house and approximately 49.92 acres located at 2009 College Farm Road, Murray, Kentucky.

Dr. Rudolph seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachment #20)

#### Ratification of Leases

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the 30-year Lease Agreement between MSU and the MSU Foundation for a portion of the Pullen Farm for the purpose of constructing greenhouses to be utilized by the Department of Agriculture and the amended year-to-year Lease Agreement between Murray State University and the MSU Foundation for use of the remainder of the Pullen Farm by the Department of Agriculture.

Mrs. Burr seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachment #21)

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, ratify the Lease Agreement between Murray State University; the Commonwealth of Kentucky, Department of Parks; and Marshall County for the use of Cherokee Park at Kenlake State Park.

Mrs. Ford seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachment #22)

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the Lease Agreement between Murray State University and the University of Kentucky for the Crisp Center in Paducah.

Mrs. Buchanan seconded and the roll was called with the following voting: Mrs. Buchanan, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

(See Attachment #23)

#### Administrative Regulations - HB 622

The attached regulations relate to Murray State University's formally electing to assume various financial management functions pursuant to KRS 164A.560, et seq.. Murray State

University has, for many years, been performing many of the functions described in provisions of KRS 164A. However, due to differing opinions with the Finance and Administration Cabinet over validity of the University's election, the need for certainty in this area, and the desire to fully undertake the capital construction provisions of the statute, the attached administrative regulations should be promulgated.

For the Buildings and Grounds Committee, Mr. Burich moved that the Board of Regents, upon the recommendation of the President of the University, approve the attached administrative regulations (HB622), the final version of which will appear substantially as in the attached copies.

Mrs. McCoy seconded and the roll was called with the following voting:  
Mrs. Buchanon, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes;  
Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and  
Mr. Easley, yes. Motion carried.

(See Attachment #24)

D. Development/Investments - Mr. Lovett. No report.

E. Equal Opportunity/Affirmative Action - Mrs. Burr. No report.

F. Faculty/Staff Affairs - Mr. Lanier. No report.

G. Finance/Audit - Mr. Easley.

Mr. Easley presented the following recommendations:

Property Acquisitions, Ratification of Leases and Administrative Regulations - HB 622

Mr. Easley requested that the record indicate that the Finance/Audit Committee concurred with the recommendations from the Buildings and Grounds Committee on the Property Acquisitions, Ratification of Leases and Administrative Regulations - HB 622.

Approval of Participation in the Kentucky Law Enforcement Foundation Program Fund (KLEFPF)

University police departments have not been included in the KLEFPF Program until now. It is required of each governing agency to maintain educational standards for each police officer that is enrolled in the program. Murray State's police officers have all been enrolled in the education programs since the 1960's. MSU's officers receive the same training as other law enforcement agencies across the Commonwealth. Murray State has twelve officers who qualify for this additional compensation.

For the Finance/Audit Committee, Mr. Easley moved that the Board of Regents, upon the recommendation of the President of the University, approve the University's participation in the Kentucky Law Enforcement Foundation Program Fund (KLEFPF) on behalf of the University's public safety officers. (Continuance to comply with the training standards will qualify our sworn police officers for the KLEFPF funds which will result in \$2,750 additional compensation per officer per year from the State.)

Mrs. McCoy seconded and the roll was called with the following voting:  
Mrs. Buchanon, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes;  
Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and  
Mr. Easley, yes. Motion carried.

(See Attachment #25)

1998-99 Budget Approval

For the Finance/Audit Committee, Mr. Easley moved that the Board of Regents, upon the recommendation of the President of the University, approve the 1998-99 budget.

Mrs. McCoy seconded and the roll was called with the following voting:  
 Mrs. Buchanon, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes;  
 Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and  
 Mr. Easley, yes. Motion carried.

(See Attachment #26)

#### Exception to Salary Distribution Policy

The Salary Policy as approved by the Board of Regents on May 10, 1980, directs the allocation of salary increases at 75 percent for satisfactory performance and 25 percent for merit purposes. The University's state operating appropriations are scheduled at a very modest increase of 2.9 percent. It is anticipated that the University's general salary increases will equal 4.0 percent with 3.25 percent distributed for satisfactory performance and .75 percent for merit considerations. The exception to the 1980 Salary Policy is requested in order to assist in offsetting the increase in co-payments for health care coverage by MSU employees.

For the Finance/Audit Committee, Mr. Easley moved that the Board of Regents, upon the recommendation of the President of the University, authorize an exception to the Salary Policy for the 1998-99 budget.

Mrs. Buchanon seconded and the motion carried.

#### Resolutions, adopted

The following resolutions were presented for adoption.

#### BOARD OF REGENTS RESOLUTION

WHEREAS, the following staff members of Murray State University are retiring or have retired during the 1997-98 academic year:

Griselda W. Adams, Facilities Management, 25 ½ years  
 Marilyn J. Barrett, Universities Libraries, 33 ½ years  
 Margaret A. Cloys, Department of History, 23 ½ years  
 Carla S. Cochran, Department of Art, 31 years  
 Billy D. Holloway, Public Safety, 20 years  
 Helen M. Jones, Marketing and Public Relations, 26 years  
 Doris D. Kozak, Office of Sponsored Programs, 14 ½ years  
 Johnny D. McDougal, Student Financial Aid, 32 years  
 Betty L. Warner, Development & Alumni Affairs, 9 years

and

WHEREAS, they have served Murray State University faithfully, loyally, and professionally; and

WHEREAS, students and faculty of Murray State University are cognizant and appreciative of the vital support and services of these members; and

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

NOW, THEREFORE, BE IT RESOLVED that the University recognizes these individuals and their 215 collective total years of service to Murray State University, and

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



\*\*\*\*

Mrs. Dial moved that the above resolution be adopted. Mr. Lanier seconded and the motion carried.

#### BOARD OF REGENTS RESOLUTION

WHEREAS, the following faculty members of Murray State University are retiring or have retired during the 1997-98 academic year:

Gary W. Boggess  
College of Science  
32 years

Linda F. Clark  
Department of Nursing  
8 years

John M. Kruger  
Department of Industrial and Engineering Technology  
16 years

J. Thomas Muehleman  
Department of Psychology  
27 years

C. D. Wilder  
Department of Biological Sciences  
30 years

Jack D. Wilson  
Department of Mathematics and Statistics  
39 years

WHEREAS, they have served Murray State University faithfully, loyally, and professionally, and

WHEREAS, they have served the students of Murray State University on a daily basis with warmth, understanding and concern,

NOW, THEREFORE, BE IT RESOLVED that the University recognizes these individuals and their collective total 152 years of service to Murray State University; and

BE IT FURTHER RESOLVED that the Board of Regents expresses its deep and heartfelt appreciation to these faculty members for their loyalty and devotion to the institution and their contributions to the betterment of the University.

Dr. Rudolph moved that the above Resolution be adopted. Mr. Earwood seconded and the motion carried.

#### Review of 1998-99 Quarterly Meeting Dates

Following discussion, the following dates were selected for the 1998-99 quarterly meetings:

Friday, September 11, 1998  
Friday, December 4, 1998  
Friday, February 12, 1999  
Friday, May 14, 1999

### Election of Officers

Mr. Lovett moved that the Board maintain the same officers that are currently in place: Sid Easley - Chair; Beverly Ford - Vice Chair; and, Sandra Rogers - Secretary.

Mrs. McCoy seconded and the motion carried.

Mrs. McCoy moved that Tom Denton be reappointed as Treasurer for 1998-99.

Mrs. Dial seconded and the motion carried.

### Executive Session

Motion to go into executive session was made by Mrs. McCoy. Mrs. Buchanon seconded and the Board went into Executive Session at 3:40 p.m. for discussion of a personnel matter. Executive Session ended at 5:25 p.m.

### Public Session

Motion to reconvene into public session was made by Mrs. McCoy, seconded by Mrs. Buchanon. Motion carried and the Board reconvened at 5:25 p.m.

### Extension of President's Contract

Mr. Burich moved that Murray State University extend the contract with Kern Alexander, effective on July 1, 1998, to the maximum four years permitted by Kentucky Statutes to expire on July 1, 2002.

Mrs. Ford seconded and the roll was called with the following voting: Mrs. Buchanon, yes; Mr. Burich, yes; Mrs. Burr, yes; Mrs. Dial, yes; Mr. Earwood, yes; Mrs. Ford, yes; Mr. Lanier, yes; Mr. Lovett, yes; Mrs. McCoy, yes; Dr. Rudolph, yes; and Mr. Easley, yes. Motion carried.

The following statement was presented by the Chair as the requirement at the conclusion of the review of the President:

"The Murray State University Board of Regents has completed its Four-Year Presidential Review. In September of 1994, Regent Phil Lanier led this Board in establishing a Presidential review process that he designed to provide an orderly review of both the President and the progress of the University. This Board policy was designed to provide a vehicle for stable governance but thoughtful and thorough review. The process specifically demands confidentiality and disapproves public surveys. The chair is asked to make a brief public report at the conclusion of the review.

Contributions to this 1998 review came from the Board of Regents, Vice Presidents, Deans, Faculty Senate Executive Committee, Student Government Executive Committee, Staff Congress Executive Committee, and the Alumni Association Executive Committee. The President also submitted his self-assessment.

There is no way to give a brief evaluation and list the countless initiatives the University has undertaken under Dr. Alexander's leadership. Leading more than 1,100 faculty and staff, almost 9,000 students, maintaining a large residential campus infrastructure, carrying out a 20-county regional mission, and seeking political support for a rural campus 230 miles from the state capitol is a daunting task. It is not a position for a coward, a caretaker or a pontificator. The Board recognized these facts when it selected Dr. Alexander as President. Success and even survival of this institution requires vision, energy, courage, and action. Those were the traits of the University's Founder, Dr. Rainey T. Wells, and those traits are also present in Dr. Alexander.

Dr. Alexander's leadership, in our judgement, is best summarized by one of the Deans who contributed to this review. He wrote, 'Kern Alexander has brought a much needed focus

and follow-through to the overall management of the University. Unquestionably, his leadership in restructuring higher education in the state has strengthened the relationship of Murray State University relative to the community colleges in our region. Internal priorities that have been placed on recruiting, retention, strengthening our ties to our regional public schools, and the residential college program has brought a sense of vitality to the University and strengthened the base for building a stronger faculty, student body, and academic program.' The Board concurs with this Dean's assessment.

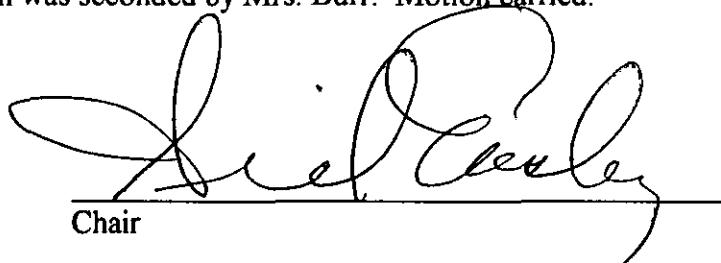
The Board is mindful of the challenges that face us in the future. Funding for education is always a problem. The task of the President is to lead us all in securing as much funding as possible and to distribute those funds fairly and wisely. Distributing funds fairly while maintaining institutional goals is not easy. Institutions develop patterns, traditions, and policies that may have been proper when developed, but with time outlive their usefulness. An example is the present compensation structure with its emphasis on health care, special payments for extra service, rewards for prior service, fringe benefits inequitably distributed, and lack of flexibility in providing merit pay. Changes are needed and most realize it. Public institutions do not make these changes as easily as private enterprise which seems to restructure at will with little fanfare. However, this Board supports this President and the administration as they thoughtfully design a total compensation package addressing the present day needs and goals of this University.

We are firmly convinced that our present President is the person to lead this University and address these challenges. Dr. Alexander has a special passion for education and a deeply held belief that it is fundamental in improving the human condition. He grew up in a family of educators and has devoted his adult life to educational advancement. That devotion is now focused toward the improvement of Murray State University. His unusual ability and tireless commitment have moved this University to its finest hours. His work has not only enhanced this University, but has been the intellectual force that led the State of Kentucky to Higher Education Reform. The Board places great trust in his ability to solve educational problems and to lead this University into the next century. His experience, sensitivity and vision are unsurpassed in educational leaders in this state. We are very grateful to him for the personal sacrifice he has made this past four years in giving this University his unlimited talent. For all these reasons and many more unexpressed in this statement, we have today voted unanimously to extend his contract to July 1, 2002. The vote for that extension was unanimous."

President Alexander responded by expressing gratitude to the Board for their support. The faculty, administration, and staff of this University work very well together as a team and at the top of that team is the Board of Regents. With this kind of support, Murray State University will reach new heights.

#### Adjournment

Motion by Mr. Burich to adjourn was seconded by Mrs. Burr. Motion carried.  
Adjournment was at 5:35 p.m.



Chair



Secretary



**Murray State University**

# **Financial Report**

FOR THE PERIOD

July 1, 1996 - March 31, 1998

SUBMITTED TO  
THE PRESIDENT  
AND  
BOARD OF REGENTS

June 4, 1998

# **Murray State University**

P O BOX 9  
MURRAY KY 42071-0009

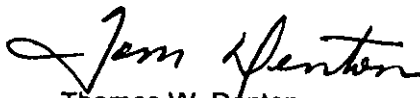
May 18, 1998

President Kern Alexander  
Members of the Board of Regents  
Murray State University  
Murray, KY 42071

Dear President Alexander and Members of the Board:

Attached is the Financial Report of Murray State University for the period July 1, 1997 through March 31, 1998.

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Thomas W. Denton  
Vice President for  
Administrative Services

maf

*Equal education and employment opportunities M/F/D, AA employer*

MURRAY STATE UNIVERSITY  
CURRENT UNRESTRICTED FUNDS  
UNAUDITED BALANCE SHEET  
As of March 31, 1998  
With Comparative Figures as of March 31, 1997

	1997-98			1996-97
	Educational and General	Auxiliaries	Total	
<b>ASSETS</b>				
Cash (Note 2)	\$ 551,237	\$ 1,155,231	\$ 1,706,468	\$ 1,781,771
Investments (Note 2)	20,268,758	668,508	20,937,266	20,787,745
Total cash and investments	20,819,995	1,823,739	22,643,734	22,569,516
Inventories (Note 3)	335,775	503,066	838,841	1,305,510
Prepaid expenses	4,182	-	4,182	7,265
Accounts and loans receivable, net	884,792	527,636	1,412,428	1,270,634
Interest receivable	390,197	28,672	418,869	240,728
Due from other funds	77,511	-	77,511	74,631
Total assets	\$ 22,512,452	\$ 2,883,113	\$ 25,395,565	\$ 25,468,284
<b>LIABILITIES AND FUND BALANCE</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 870,636	\$ -	\$ 870,636	\$ 610,851
Accrued expenses	2,447	-	2,447	545
Accrued compensated absences	1,194,829	89,365	1,284,194	1,236,133
Health and life insurance liability	206,836	-	206,836	444,553
Racer card liability	-	58,847	58,847	58,503
Deferred revenue	-	-	-	300
Deposits	1,928	316,606	318,534	316,366
Total liabilities	\$ 2,276,676	\$ 464,818	\$ 2,741,494	\$ 2,667,251
<b>Fund Balance:</b>				
Beginning fund balance - July 1	\$ 9,171,111	\$ 547,007	\$ 9,718,118	\$ 9,897,840
Additions/(deductions) - year to date	11,064,665	1,871,288	12,935,953	12,903,193
Total fund balance	\$ 20,235,776	\$ 2,418,295	\$ 22,654,071	\$ 22,801,033
Total liabilities and fund balance	\$ 22,512,452	\$ 2,883,113	\$ 25,395,565	\$ 25,468,284

**MURRAY STATE UNIVERSITY**  
**CURRENT UNRESTRICTED FUNDS**  
**UNAUDITED SUMMARY OF CHANGES AND ALLOCATIONS IN FUND BALANCE**  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for the Period Ended March 31, 1997

	1997-98			1996-97
	Educational and General	Auxiliaries	Total	
<b>Fund Balance - Beginning July 1</b>				
Working capital	\$ 1,614,959	\$ 58,834	\$ 1,673,793	\$ 1,323,401
Reserve for self insurance	900,000	-	900,000	900,000
Reserve for revenue contingency	872,956	-	872,956	1,851,808
Encumbrances	423,515	31,343	454,858	413,099
Carryovers	5,359,681	456,830	5,816,511	5,409,532
<b>Total fund balance - beginning July 1</b>	<b>\$ 9,171,111</b>	<b>\$ 547,007</b>	<b>\$ 9,718,118</b>	<b>\$ 9,897,840</b>
<b>Increase/(decrease) - year to date</b>				
Revenues	\$ 61,151,193	\$ 12,337,613	\$ 73,488,806	\$ 71,459,177
Expenditures	(49,558,500)	(9,646,010)	(59,204,510)	(57,386,326)
Mandatory transfers				
Debt service	(830,877)	(631,495)	(1,462,372)	(1,492,522)
Loan match	(1,202)	-	(1,202)	-
Non-Mandatory transfers				
To CERR	(441,451)	-	(441,451)	(687,099)
From CERR	954,923	-	954,923	1,138,931
To plant funds	(430,277)	(111,500)	(541,777)	(356,101)
From plant funds	11,684	-	11,684	227,138
From restricted fund	131,865	-	131,865	-
To educational and general	77,320	(77,320)	-	-
From educational and general	-	-	-	-
Other changes	(13)	-	(13)	(5)
<b>Total year to date increase/(decrease) in fund balance</b>	<b>\$ 11,064,665</b>	<b>\$ 1,871,288</b>	<b>\$ 12,935,953</b>	<b>\$ 12,903,193</b>
<b>Fund Balance - ending March 31</b>				
Working capital	\$ 1,610,764	\$ 1,059,374	\$ 2,670,138	\$ 2,816,872
Reserve for self insurance	900,000	-	900,000	900,000
Reserve for revenue contingency	872,956	-	872,956	2,486,018
Encumbrances	1,247,961	32,842	1,280,803	888,916
Carryovers	5,359,681	456,830	5,816,511	5,409,532
Unallocated	10,244,414	869,249	11,113,663	10,299,695
<b>Total fund balance - ending March 31</b>	<b>\$ 20,235,776</b>	<b>\$ 2,418,295</b>	<b>\$ 22,654,071</b>	<b>\$ 22,801,033</b>

MURRAY STATE UNIVERSITY  
CURRENT UNRESTRICTED FUNDS  
UNAUDITED SUMMARY OF BUDGET ADJUSTMENTS  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for the Period Ended March 31, 1997

	1997-98		1996-97	
	Original Budget	Adjustments/ Revisions	Current Budget Per Report	Budget Per Report
<b>REVENUES</b>				
Educational and General	\$ 71,870,722			
Prior year carryovers (Note 5)		5,921,224		
Prior year encumbrances (Note 5)		423,255		
Budget decreases		(40,484)		
Various account adjustments		29,875		
Total Educational and General	\$ 71,870,722	6,333,870	\$ 78,204,592	73,945,028
Auxiliary Enterprises	\$ 13,240,014			
Prior year carryovers (Note 5)		576,731		
Prior year encumbrances (Note 5)		31,343		
Budget decreases		150		
Various account adjustments		-		
Total Auxiliary Enterprises	\$ 13,240,014	608,224	\$ 13,848,238	13,096,169
Total Revenues	\$ 85,110,736	6,942,094	\$ 92,052,830	87,041,197
<b>EXPENDITURES</b>				
Educational and General	\$ 71,870,722			
Prior year carryovers (Note 5)		5,921,224		
Prior year encumbrances (Note 5)		423,255		
Budget decreases		(40,484)		
Various account adjustments		29,875		
Total Educational and General	\$ 71,870,722	6,333,870	\$ 78,204,592	73,945,028
Auxiliary Enterprises	\$ 13,240,014			
Prior year carryovers (Note 5)		576,731		
Prior year encumbrances (Note 5)		31,343		
Budget decreases		150		
Various account adjustments		-		
Total Auxiliary Enterprises	\$ 13,240,014	608,224	\$ 13,848,238	13,096,169
Total Expenditures	\$ 85,110,736	6,942,094	\$ 92,052,830	87,041,197



MURRAY STATE UNIVERSITY  
**CURRENT UNRESTRICTED FUNDS - EDUCATIONAL AND GENERAL**  
**UNAUDITED SCHEDULE OF REVENUES BY SOURCE, EXPENDITURES BY FUNCTION, AND OTHER CHANGES**  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for the Period Ended March 31, 1997

	1997-98			1996-97	
	Current Budget	Fiscal Year Actual	Actual % Budget	Fiscal Year Actual	Actual % Budget
<b>REVENUES</b>					
Tuition and fees (Note 6)	\$ 23,650,457	\$ 22,344,127	94%	\$ 21,529,887	100%
State appropriation	43,292,824	34,393,300	79%	33,435,300	80%
Indirect cost reimbursement	130,547	266	0%	102,907	57%
Sales and services of educational departments	2,248,788	1,702,069	76%	1,794,075	87%
Other sources	2,507,622	2,711,431	108%	2,403,291	90%
Prior year carryovers and encumbrances (Note 5)	6,374,354	-	N/A	-	N/A
<b>Total revenues</b>	<b>\$ 78,204,592</b>	<b>\$ 61,151,193</b>	<b>78%</b>	<b>\$ 59,265,460</b>	<b>80%</b>
<b>EXPENDITURES (Note 7)</b>					
Instruction	\$ 31,640,410	\$ 21,240,221	67%	\$ 20,338,945	68%
Research	989,358	592,105	60%	499,801	51%
Public service	3,628,356	2,373,319	65%	2,354,703	69%
Academic support	3,318,642	2,179,501	66%	2,253,507	71%
Library	2,696,472	1,881,694	70%	1,877,975	71%
Student services	5,739,226	4,452,220	78%	4,095,995	78%
Institutional support	9,630,524	5,464,783	57%	4,931,182	58%
Operation and maintenance of plant	10,675,660	6,127,393	57%	5,778,682	54%
Scholarships	5,429,327	5,247,264	97%	5,504,821	111%
<b>Total expenditures</b>	<b>\$ 73,747,975</b>	<b>\$ 49,558,500</b>	<b>67%</b>	<b>\$ 47,635,611</b>	<b>68%</b>
<b>TRANSFERS IN (OUT) AND OTHER CHANGES</b>					
Mandatory transfers					
Consolidated educational bond sinking fund	\$ (3,990,602)	\$ (830,877)	N/A	\$ (898,155)	N/A
Loan fund match	(9,819)	(1,202)	N/A	-	N/A
Non-mandatory transfers					
To CERR (Note 8)	(840,488)	(441,451)	N/A	(687,099)	N/A
From CERR (Note 8)	461,385	954,923	N/A	1,138,931	N/A
To unexpended plant fund (Note 8)	(223,985)	(430,277)	N/A	(276,101)	N/A
From unexpended plant fund (Note 8)	11,684	11,684	N/A	186,489	N/A
From restricted fund	57,888	131,865	N/A	-	N/A
From auxiliaries	77,320	77,320	N/A	77,320	N/A
To auxiliaries	-	-	N/A	-	N/A
Other changes	-	(13)	N/A	(5)	N/A
<b>Total transfers and other changes</b>	<b>\$ (4,456,617)</b>	<b>\$ (528,028)</b>	<b>N/A</b>	<b>\$ (458,620)</b>	<b>N/A</b>
<b>Total expenditures, transfers and other changes</b>	<b>\$ 78,204,592</b>	<b>\$ 50,086,528</b>	<b>64%</b>	<b>\$ 48,094,231</b>	<b>65%</b>
<b>Net change in fund balance</b>		<b>\$ 11,064,665</b>		<b>\$ 11,171,229</b>	

MURRAY STATE UNIVERSITY  
**CURRENT UNRESTRICTED FUNDS - AUXILIARIES**  
**UNAUDITED SCHEDULE OF REVENUES BY SOURCE, EXPENDITURES BY FUNCTION, AND OTHER CHANGES**  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for the Period ended March 31, 1997

	1997-98			1996-97	
	Current Budget	Fiscal Year Actual	Actual % Budget	Fiscal Year Actual	Actual % Budget
<b>REVENUES</b>					
Food services	\$ 4,270,080	\$ 4,116,137	96%	\$ 4,167,504	106%
Housing services	5,252,443	4,479,478	85%	4,380,041	90%
Bookstore	3,133,097	3,111,247	99%	3,005,302	100%
Curris center	190,000	164,856	87%	167,487	88%
University parking	235,044	320,525	136%	335,549	150%
Racer card administration	66,750	49,286	74%	57,040	78%
Vending and manual commissions	92,600	96,084	104%	80,794	85%
Miscellaneous	-	-	N/A	-	N/A
Prior year carryovers and encumbrances (Note 5)	608,224	-	N/A	-	N/A
<b>Total revenues</b>	<b>\$ 13,848,238</b>	<b>\$ 12,337,613</b>	<b>89%</b>	<b>\$ 12,193,717</b>	<b>93%</b>
<b>EXPENDITURES (Note 7)</b>					
Food services	\$ 4,025,756	\$ 2,574,396	64%	\$ 3,158,193	83%
Housing services	4,915,669	3,090,293	63%	3,157,019	68%
Bookstore	2,738,492	3,072,145	112%	2,643,382	101%
Curris center	612,219	489,284	80%	468,512	80%
University parking	503,317	280,229	56%	172,310	38%
Racer card administration	66,093	55,300	84%	53,085	84%
Vending and manual commissions	165,134	84,363	51%	98,214	51%
Miscellaneous	-	-	N/A	-	N/A
<b>Total expenditures</b>	<b>\$ 13,026,680</b>	<b>\$ 9,646,010</b>	<b>74%</b>	<b>\$ 9,750,715</b>	<b>79%</b>
<b>TRANSFERS IN (OUT) AND OTHER CHANGES</b>					
Mandatory transfers					
Housing and dining bond sinking fund	\$ (632,738)	\$ (631,495)	N/A	\$ (594,367)	N/A
Non-mandatory transfers					
To unexpended plant fund (Note 8)	(111,500)	(111,500)	N/A	(80,000)	N/A
From unexpended plant fund (Note 8)	-	-	N/A	40,649	N/A
From CERR (Note 8)	-	-	N/A	-	N/A
To educational and general	(77,320)	(77,320)	N/A	(77,320)	N/A
From educational and general	-	-	N/A	-	N/A
Other changes	-	-	N/A	-	N/A
<b>Total transfers and other changes</b>	<b>\$ (821,558)</b>	<b>\$ (820,315)</b>	<b>N/A</b>	<b>\$ (711,038)</b>	<b>N/A</b>
<b>Total expenditures, transfers and other changes</b>	<b>\$ 13,848,238</b>	<b>\$ 10,466,325</b>	<b>76%</b>	<b>\$ 10,461,753</b>	<b>80%</b>
<b>Net change in fund balance</b>		<b>\$ 1,871,288</b>		<b>\$ 1,731,964</b>	

MURRAY STATE UNIVERSITY  
 CURRENT UNRESTRICTED FUNDS - AUXILIARIES  
 UNAUDITED SCHEDULE OF REVENUES, EXPENDITURES, AND OTHER CHANGES BY UNIT  
 For the Period July 1, 1997 through March 31, 1998  
 With Comparative Figures for the Period Ended March 31, 1997

	Food Services	Housing Services	Bookstore	Carris Center	University Parking	Racer Card Administration	Vending and Manual Commissions	Miscellaneous	Prior Year Carryovers and Enc	Total
<b>1997-98</b>										
<b>REVENUES</b>										
Current Budget	\$ 4,270,080	\$ 5,252,443	\$ 3,133,097	\$ 190,000	\$ 235,044	\$ 66,750	\$ 92,600	\$ -	\$ 608,224	\$ 13,848,238
Fiscal Year Actual	4,116,137	4,479,478	3,111,247	164,856	320,525	49,286	96,084	-	-	12,337,613
Actual % Budget	96%	85%	99%	87%	136%	74%	104%	N/A	N/A	89%
<b>DISBURSEMENTS</b>										
Current Budget	\$ 4,025,756	\$ 4,915,669	\$ 2,738,492	\$ 612,219	\$ 503,317	\$ 66,093	\$ 165,134	\$ -	\$ -	\$ 13,026,680
Fiscal Year Actual	2,574,396	3,090,293	3,072,145	489,284	280,229	55,300	84,363	-	-	9,646,010
Actual % Budget	64%	63%	112%	80%	56%	84%	51%	N/A	N/A	74%
<b>TRANSFERS IN (OUT) AND OTHER CHANGES</b>	\$ (71,273)	\$ (671,722)	\$ (77,320)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (820,315)
<b>NET CHANGE IN FUND BALANCE</b>	\$ <u>1,470,468</u>	\$ <u>717,463</u>	\$ <u>(38,218)</u>	\$ <u>(324,428)</u>	\$ <u>40,296</u>	\$ <u>(6,014)</u>	\$ <u>11,721</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>1,871,288</u>
<b>1996-97</b>										
<b>REVENUES</b>										
Fiscal Year Actual	\$ 4,167,504	\$ 4,380,041	\$ 3,005,302	\$ 167,487	\$ 335,549	\$ 57,040	\$ 80,794	\$ -	\$ -	\$ 12,193,717
Actual % Budget	106%	90%	100%	88%	150%	78%	85%	N/A	N/A	93%
<b>DISBURSEMENTS</b>										
Fiscal Year Actual	\$ 3,158,193	\$ 3,157,019	\$ 2,643,382	\$ 468,512	\$ 172,310	\$ 53,085	\$ 98,214	\$ -	\$ -	\$ 9,750,715
Actual % Budget	83%	68%	101%	80%	38%	84%	51%	N/A	N/A	79%
<b>TRANSFERS IN (OUT) AND OTHER CHANGES</b>	\$ (28,177)	\$ (525,541)	\$ (77,320)	\$ -	\$ (80,000)	\$ -	\$ -	\$ -	\$ -	\$ (711,038)
<b>NET CHANGE IN FUND BALANCE</b>	\$ <u>981,134</u>	\$ <u>697,481</u>	\$ <u>284,600</u>	\$ <u>(301,025)</u>	\$ <u>83,239</u>	\$ <u>3,955</u>	\$ <u>(17,420)</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>1,731,964</u>

MURRAY STATE UNIVERSITY  
CURRENT RESTRICTED FUNDS  
UNAUDITED SCHEDULE OF REVENUES BY SOURCE, EXPENDITURES BY FUNCTION, AND OTHER CHANGES  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for the Period Ended March 31, 1997

	1997-98			1996-97	
	Current Budget	Fiscal Year Actual	Actual % Budget	Fiscal Year Actual	Actual % Budget
<b>REVENUES</b>					
Federal funds					
Pell	\$ 4,040,653	\$ 4,085,653	101%	\$ 3,771,849	101%
SEOG	314,960	292,325	93%	388,945	124%
Workstudy	499,483	320,420	64%	326,987	69%
Grants and contracts	3,587,473	1,906,657	53%	1,887,709	36%
Total federal funds	\$ 8,442,589	\$ 6,605,055	78%	\$ 6,375,490	65%
State grants and contracts	2,198,825	2,088,617	95%	2,012,408	64%
Other grants and contracts	154,275	163,113	106%	181,216	74%
Total current restricted revenues	\$ 10,795,669	\$ 8,856,785	82%	\$ 8,569,114	65%
<b>EXPENDITURES</b>					
Educational and general					
Instruction	\$ 2,111,422	\$ 1,349,814	64%	\$ 1,384,962	53%
Research	1,487,309	755,692	51%	439,222	33%
Public service	653,069	344,816	53%	388,658	57%
Library	23,989	24,138	101%	33,461	100%
Academic support	560,392	500,944	89%	729,367	42%
Student services	444,242	233,259	53%	227,788	56%
Institutional support	57,786	58,510	101%	82,607	93%
Operation and maintenance of plant	17,484	2,365	14%	203	0%
Scholarships and financial aid	5,152,790	5,420,724	105%	5,245,360	104%
Total educational and general	\$ 10,508,483	\$ 8,690,262	83%	\$ 8,531,628	65%
Auxiliary enterprises	\$ 34,737	\$ 34,658	100%	\$ 37,486	100%
Indirect cost transfers	\$ 252,449	\$ 131,865	52%	\$ -	0%
Total current restricted expenditures	\$ 10,795,669	\$ 8,856,785	82%	\$ 8,569,114	65%

MURRAY STATE UNIVERSITY  
CURRENT UNRESTRICTED FUNDS  
UNAUDITED SCHEDULE OF REVENUES  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for the Period Ended March 31, 1997

	1997-98	1996-97
<b>EDUCATIONAL AND GENERAL</b>		
Tuition and fees		
Fall tuition	\$ 9,870,660	9,456,123
Spring tuition	9,307,439	8,990,004
Summer II tuition	628,052	629,320
Summer I tuition	2,679	9,537
Miscellaneous tuition	558	626
Student activity fees	1,743,921	1,738,330
Other fees	790,818	705,947
Total tuition and fees	\$ 22,344,127	21,529,887
State appropriations	\$ 34,393,300	33,435,300
Total state appropriations	\$ 34,393,300	33,435,300
Indirect cost reimbursements		
Federal and state indirect cost reimbursements	\$ 266	102,907
Total indirect cost reimbursements	\$ 266	102,907
Sales and services of educational departments		
Archeology service center	\$ 13,325	21,441
Art Auction	5,363	-
Art cash sales	15,703	20,814
Art workshops	3,785	3,320
Biology station income	1,142	1,895
Breathitt veterinary center	152,969	128,098
Chemical services	50	3,160
Child development center	9,970	9,715
Christmas in Germany	800	-
Clinical services	13,272	9,848
English language institute	559,656	727,609
Environmental education workshop	4,469	3,290
Fall business education conference	840	1,300
Hong Kong MBA	-	100,494
Journalism workshop	1,229	1,407
Kentucky institute of international studies (KIIS)	641,310	456,471
Keyboard recruiting	1,065	331
Learning center fees	15,111	17,966
MARC service center	1,526	994
MSU news advertising	57,370	57,869
MSU x-ray lab	16,250	5,545
Music workshops	1,015	6,772
Office systems service center	108	724
Recording studio	735	774
School service office	-	240
Shield	43,256	36,167
Summer Writing Workshop	-	10
Theatre revenue	11,593	15,480
TV studio	95	572
University farms	126,093	159,970
Waterfield center	75	47
Well water testing	3,894	1,752
Total sales and services of educational departments	\$ 1,702,069	1,794,075

MURRAY STATE UNIVERSITY  
 CURRENT UNRESTRICTED FUNDS  
 UNAUDITED SCHEDULE OF REVENUES (cont.)  
 For the Period July 1, 1997 through March 31, 1998  
 With Comparative Figures for the Period Ended March 31, 1997

	1997-98	1996-97
<b>Educational and General (cont.)</b>		
Other Sources		
Athletics	\$ 349,133	\$ 341,532
Athletics - concessions	134,478	63,131
Athletics - football playoff	-	56,909
Athletics - guarantees	83,460	35,800
Athletics - marketing	1,863	23,098
Athletics - NCAA revenue	19,520	36,362
Athletics - OVC volleyball tourney	-	27,348
Athletics - programs	4,247	16,033
Athletic camps		
Baseball	-	150
Golf	5,400	1,400
Men's basketball	1,795	4,314
Soccer	-	3,900
Tennis	(205)	11,090
Athletics - g/regional tournament concessions	-	20,625
Bad debt expense recovery	9,509	9,926
Black student leadership	11,421	-
Boots Randolph concert	-	125
Campus lights	6,721	7,463
Campus recreation	585	-
Center for economic education	2,602	675
Central stores	1,262	3,126
Chemistry breakage fees	2,969	2,468
Community education	232	(635)
Conferences and workshops	105,421	99,519
Consolidated educational revenue interest	771,161	662,174
Contract residuals	21,875	22,477
Cooperative education and placement income	8,039	10,472
Counseling and testing center	10,797	10,608
Environmental consortium of Mid-America	1,750	3,250
Faculty Resource Center	1,450	1,612
Festival of champions	31,684	20,740
Forensics Team	2,846	3,674
Graphic arts technology	2,018	4,691
Hazardous materials training	40,439	79,176
International student orientation	2,545	2,431
Intramural income	6,921	5,000
Library - census microfilm	235	276
Library - copy service	41,964	41,517
Library - fines	10,840	13,517
Library - inter-library loan	654	1,045
Library - other income	5,020	5,228
Livestock and exposition center	91,983	79,566
Magic silver show	1,960	-
Meal management luncheons	544	535
Music recital income	1,087	618
National Student Exchange	2,000	130
Operating fund interest	262,461	175,002
Other revenue	194,737	41,691
Perkins loan recovery	4,165	2,980
Post office box rental	3,284	5,308
Post office contract	5,333	5,333
Printing	24,188	26,303

**MURRAY STATE UNIVERSITY**  
**CURRENT UNRESTRICTED FUNDS**  
**UNAUDITED SCHEDULE OF REVENUES (cont.)**  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for the Period Ended March 31, 1997

	<u>1997-98</u>	<u>1996-97</u>
<b>Educational and General (cont.)</b>		
Other Sources		
Quad state festival	\$ 21,181	\$ 22,421
Recycling program	5,247	2,571
Regensburg exchange	83,216	60,514
Regional tournaments-		
Boys'	46,666	46,887
Girls'	25,414	26,537
Rentals	17,556	9,941
Rodeo income	5,747	4,728
ROTC equipment	-	(844)
Sale of surplus property	13,230	10,491
String prep program	7,434	6,533
Student government association	33,058	16,557
Summer challenge	-	2,377
Summer computer science workshop	-	240
Summer orientation	16,670	30,465
Super Saturdays	13,055	12,135
Technology center	14,385	22,761
Telecommunications commission	87,026	104,808
Welcome back program	8,057	-
Wellness center	-	25
West Kentucky environmental education consortium	3,470	8,920
Wickliffe Mounds gift shop	3,607	4,358
Wickliffe Mounds research center	14,019	21,009
Young authors camp	-	80
Total other sources	<u>\$ 2,711,431</u>	<u>\$ 2,403,291</u>
<b>Total educational and general</b>	<u><b>\$ 61,151,193</b></u>	<u><b>\$ 59,265,460</b></u>
 <b>AUXILIARY ENTERPRISES</b>		
Food services	\$ 4,116,137	\$ 4,167,504
Housing services	4,479,478	4,380,041
Bookstore	3,111,247	3,005,302
Curris center	164,856	167,487
University parking - fines	147,300	160,515
University parking - permits	164,360	169,365
University parking - other	8,865	5,669
Racer card administration	49,286	57,040
Vending and manual commissions	96,084	80,794
<b>Total auxiliary enterprises</b>	<u><b>\$ 12,337,613</b></u>	<u><b>\$ 12,193,717</b></u>
<b>Total current unrestricted revenues</b>	<u><b>\$ 73,488,806</b></u>	<u><b>\$ 71,459,177</b></u>

MURRAY STATE UNIVERSITY  
PLANT FUNDS  
UNAUDITED BALANCE SHEET  
As of March 31, 1998  
With Comparative Figures As of March 31, 1997

	1997-98					1996-97
	Unexpended Plant	Renewal and Replacement	Retirement of Indebtedness	Investment in Plant	Total	
<b>ASSETS</b>						
Cash	\$ 2,116,283	\$ 8,000	\$ 93,860	\$ -	\$ 2,218,143	\$ 2,033,179
Investments	1,226,718	2,422,774	4,525,675	-	8,175,167	6,452,012
Interest receivable	10,546	21,888	111,154	-	143,588	130,596
Discount on bonds	42,920	-	-	401,985	444,905	458,715
Premium on bonds	-	-	-	(5,166)	(5,166)	(6,716)
Due from other funds	-	1,075,000	-	-	1,075,000	1,075,000
Assets held by Foundation	-	-	-	342,278	342,278	-
Property, plant and equipment	-	-	-	165,014,751	165,014,751	160,448,892
<b>Total assets</b>	<b>\$ 3,396,467</b>	<b>\$ 3,527,662</b>	<b>\$ 4,730,689</b>	<b>\$ 165,753,848</b>	<b>\$ 177,408,666</b>	<b>\$ 170,591,678</b>
<b>LIABILITIES AND FUND BALANCE</b>						
<b>Liabilities</b>						
Interest payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts payable	-	-	-	-	-	-
Due to other funds	21,655	-	-	-	21,655	20,156
Notes payable	-	-	-	400,000	400,000	-
Bonds payable	1,207,158	-	-	27,453,108	28,660,266	31,009,710
Obligations capital leases	-	-	-	123,741	123,741	134,242
<b>Total Liabilities</b>	<b>\$ 1,228,813</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,976,849</b>	<b>\$ 29,205,662</b>	<b>\$ 31,164,108</b>
<b>Fund Balance</b>						
Beginning fund balance - July 1	\$ 1,873,069	\$ 3,961,048	\$ 4,301,646	\$ 133,861,602	\$ 143,997,365	\$ 136,808,960
Additions/(deductions) - YTD	294,585	(433,386)	429,043	3,915,397	4,205,639	2,618,610
<b>Total fund balance</b>	<b>\$ 2,167,654</b>	<b>\$ 3,527,662</b>	<b>\$ 4,730,689</b>	<b>\$ 137,776,999</b>	<b>\$ 148,203,004</b>	<b>\$ 139,427,570</b>
<b>Total liabilities and fund balance</b>	<b>\$ 3,396,467</b>	<b>\$ 3,527,662</b>	<b>\$ 4,730,689</b>	<b>\$ 165,753,848</b>	<b>\$ 177,408,666</b>	<b>\$ 170,591,678</b>



**MURRAY STATE UNIVERSITY**  
**PLANT FUNDS**  
**UNAUDITED STATEMENT OF CHANGES IN FUND BALANCE**  
For the Period July 1, 1997 through March 31 1998  
With Comparative Figures for the Period Ended March 31, 1997

	1997-98					1996-97
	Unexpended Plant	Renewal and Replacement	Retirement of Indebtedness	Investment in Plant	Total	
<b>REVENUES AND OTHER ADDITIONS:</b>						
Buildings	\$ -	\$ -	\$ -	\$ 428,800	\$ 428,800	\$ -
Construction in progress	-	-	-	1,434,931	1,434,931	3,232,084
Equipment	-	-	-	897,713	897,713	1,586,620
Improvements other than buildings	-	-	-	509,524	509,524	45,892
Land	-	-	-	-	-	-
Library books	-	-	-	932,325	932,325	862,934
Donated assets	-	-	-	48,102	48,102	2,389
Retirement of indebtedness	-	-	-	764,444	764,444	732,433
Emergency fire repair funds	-	-	-	-	-	30,000
Interest income	19,682	75,358	209,307	-	304,347	280,458
Proceeds from bonds	(576)	-	-	-	(576)	-
State funds	-	-	-	-	-	-
Cost of bond issuance	-	-	-	-	-	-
Reduction in lease obligations	-	-	-	-	-	-
Other additions	-	6,609	23,802	-	30,411	320
<b>Total revenues and other additions</b>	<b>\$ 19,106</b>	<b>\$ 81,967</b>	<b>\$ 233,109</b>	<b>\$ 5,015,839</b>	<b>\$ 5,350,021</b>	<b>\$ 6,773,130</b>
<b>EXPENDITURES AND DEDUCTIONS:</b>						
Buildings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction in progress	915,821	-	-	991,051	1,906,872	4,350,738
Equipment	-	-	-	90,664	90,664	450,183
Library books	-	-	-	18,727	18,727	13,362
Other assets (leases)	-	-	-	-	-	-
State funds	-	-	-	-	-	-
Debt increase from refunding	-	-	-	-	-	-
Retirement of indebtedness	-	-	764,444	-	764,444	732,433
Interest on indebtedness	-	-	500,102	-	500,102	521,748
New bond indebtedness	-	-	-	-	-	-
Bond discount amortization	-	-	-	-	-	-
Other deductions	-	1,881	1,892	-	3,773	660,337
<b>Total expenditures and deductions</b>	<b>\$ 915,821</b>	<b>\$ 1,881</b>	<b>\$ 1,266,438</b>	<b>\$ 1,100,442</b>	<b>\$ 3,284,582</b>	<b>\$ 6,728,801</b>
<b>TRANSFERS AMONG FUNDS:</b>						
Mandatory:						
Bond principal and interest	\$ -	\$ -	\$ 1,462,372	\$ -	\$ 1,462,372	\$ 1,492,522
Nonmandatory:						
From unrestricted current to unexpended plant	541,777	-	-	-	541,777	356,101
From restricted current to unexpended plant	661,207	-	-	-	661,207	754,628
From unexpended plant to investment in plant	-	-	-	-	-	-
From unexpended plant to unrestricted current	(11,684)	-	-	-	(11,684)	(227,138)
From restricted current to renewal and replacement	-	-	-	-	-	650,000
From unrestricted current to renewal and replacement	-	441,451	-	-	441,451	687,099
From renewal and replacement to unrestricted current	-	(954,923)	-	-	(954,923)	(1,138,931)
<b>Total transfers</b>	<b>\$ 1,191,300</b>	<b>\$ (513,472)</b>	<b>\$ 1,462,372</b>	<b>\$ -</b>	<b>\$ 2,140,200</b>	<b>\$ 2,574,281</b>
<b>Net change in fund balance</b>	<b>\$ 294,585</b>	<b>\$ (433,386)</b>	<b>\$ 429,043</b>	<b>\$ 3,915,397</b>	<b>\$ 4,205,639</b>	<b>\$ 2,618,610</b>
<b>Fund balance - beginning July 1</b>	<b>\$ 1,873,069</b>	<b>\$ 3,961,048</b>	<b>\$ 4,301,646</b>	<b>\$ 133,861,602</b>	<b>\$ 143,997,365</b>	<b>\$ 136,808,960</b>
<b>Total fund balance - ending March 31</b>	<b>\$ 2,167,654</b>	<b>\$ 3,527,662</b>	<b>\$ 4,730,689</b>	<b>\$ 137,776,999</b>	<b>\$ 148,203,004</b>	<b>\$ 139,427,570</b>

MURRAY STATE UNIVERSITY  
PLANT FUNDS  
UNAUDITED UNEXPENDED REVENUES AND EXPENDITURES  
For the Period July 1, 1997 through March 31, 998

	Current Budget	Fiscal Year To Date	Project Year To Date	Encumbrances	Balance Available
<b>REVENUES</b>					
Revenue bond proceeds	\$ 6,124,096	\$ 576	\$ 6,084,173	\$ -	\$ 39,923
Local funds	4,894,002	381,801	3,794,002	-	1,100,000
Investment income	1,118,076	9,137	1,702,884	-	(584,808)
Other State funds	2,712,055	-	2,926,009	-	(213,954)
Federal funds	1,058,115	29,708	1,058,115	-	-
Private funds	712,600	631,500	712,600	-	-
Other	-	-	16,582	-	(16,582)
State appropriations	-	-	-	-	-
<b>Total revenues</b>	<b>\$ 16,618,944</b>	<b>\$ 1,052,722</b>	<b>\$ 16,294,365</b>	<b>\$ -</b>	<b>\$ 324,579</b>
<b>EXPENDITURES</b>					
Architect & engineering fees	\$ 1,513,715	\$ 72,439	\$ 1,154,811	\$ 53,490	\$ 305,414
General construction	12,627,877	772,939	9,467,689	928,586	2,231,602
Movable equipment/furniture	521,298	26,948	156,244	-	365,054
Land/right of way	1,316,910	-	1,313,410	-	3,500
Legal & administrative costs	92,980	7,529	73,235	20,281	(536)
Transfer for debt service	-	-	118,681	-	(118,681)
Miscellaneous expense	23,500	-	2,983	-	20,517
Agency labor	159,104	14,301	75,181	-	83,923
Agency materials	479,803	21,665	373,479	-	106,324
Arbitrage rebate transfer	-	-	163,249	-	(163,249)
Contingency	115,000	-	-	-	115,000
<b>Total expenditures</b>	<b>\$ 16,850,187</b>	<b>\$ 915,821</b>	<b>\$ 12,898,962</b>	<b>\$ 1,002,357</b>	<b>\$ 2,948,868</b>
<b>Net Change</b>	<b>\$ (231,243)</b>	<b>\$ 136,901</b>	<b>\$ 3,395,403</b>	<b>\$ (1,002,357)</b>	<b>\$ (2,624,289)</b>

PLANT FUNDS  
UNAUDITED SCHEDULE OF UNEXPENDED REVENUES AND EXPENDITURES  
For the Period July 1, 1997 through March 31, 1998

PROJECT	Allotments			Expenditures			Outstanding Encumbrances	Balance 3/31/98
	Prior to July 1, 1997	Received 1997-98	Total	Prior to July 1, 1997	Expenditures 1997-98	Total		
131 Land acquisitions	\$ 1,379,890	\$ -	1,379,890	\$ 1,372,746	\$ -	\$ 1,372,746	\$ -	7,144
400 Con Ed Series G clearing	-	-	-	83,542	-	83,542	-	(83,542)
405 Renovate Old Fine Arts building	4,025,000	-	4,025,000	3,950,090	8,980	3,959,070	22,080	43,850
410 National Boy Scout Museum Phase IV	36,814	-	36,814	36,814	-	36,814	-	-
500 Project 48 bonds clearing	-	-	-	172,368	-	172,368	-	(172,368)
503 Hazardous waste storage	85,000	-	85,000	85,000	-	85,000	-	-
534 Fire alarm replacement and compressed gas storage	67,500	-	67,500	67,500	-	67,500	-	-
600 Project 50 bonds clearing	-	-	-	26,020	-	26,020	-	(26,020)
626 E&G fire horn upgrade	43,500	-	43,500	12,278	-	12,278	-	31,222
641 Renovate Woods Hall	510,000	-	510,000	395,331	-	395,331	-	114,669
706 Equine instruction facility	43,500	531,500	575,000	30,295	893	31,188	428,780	115,032
708 Roof replacement - General Services Bldg	236,720	-	236,720	236,720	-	236,720	-	-
717 Fire damage cleanup	1,530,000	-	1,530,000	1,479,209	17,021	1,496,230	37,778	(4,008)
723 Museum enhancement - Wickliffe Mounds	100,000	(21,506)	78,494	78,494	-	78,494	-	-
725 Blackburn Science research modernization	2,192,176	29,707	2,221,883	1,945,765	123,603	2,069,368	37,903	114,612
727 Parking lot modifications - 16th & Hamilton	123,464	-	123,464	123,464	-	123,464	-	-
728 Winslow Cafeteria renovation	750,000	-	750,000	743,790	-	743,790	-	6,210
730 BVC building system improvements	133,726	(7,383)	126,343	126,343	-	126,343	-	-
732 Doyle elevator renovation	221,150	-	221,150	154,337	60,814	215,151	-	5,999
733 Wilson foundation waterproofing	2,145	-	2,145	2,145	-	2,145	-	-
737 Quadrangle lighting replacement	100,000	-	100,000	82,787	-	82,787	-	17,213
738 Doyle fine arts complex improvements	50,000	-	50,000	-	-	-	-	50,000
742 Football field conversion	509,524	-	509,524	509,524	-	509,524	-	-
743 Motor pool diesel tank	24,000	-	24,000	21,309	-	21,309	1	2,690
744 Central plant fuel tank	70,000	-	70,000	7,333	55,121	62,454	-	7,546
810 Campus backbone network	1,500,000	-	1,500,000	582	323,292	323,874	20,702	1,155,424
818 E & G smoke detectors	321,000	-	321,000	3,510	14,778	18,288	166,562	136,150
821 High volt oil switch	690,000	-	690,000	-	33,913	33,913	11,183	644,904
847 Upgrade legal library	67,751	34,985	102,736	94,833	7,903	102,736	-	-
849 General services HVAC upgrade	19,038	-	19,038	19,038	-	19,038	-	-
850 Fine arts equipment & furnishings	155,868	-	155,868	113,868	26,947	140,815	-	15,053
851 Curris center roof renovations	5,000	-	5,000	1,526	-	1,526	-	3,474
852 Music annex UST removal	7,500	(6,325)	1,175	1,175	-	1,175	-	-
853 Elevator renovation - Stewart stadium	90,000	42,700	132,700	195	21	216	124,500	7,984
854 Elevator renovation - Elizabeth hall	57,000	20,000	77,000	252	39,921	40,173	31,298	5,529
855 Faculty hall emergency generator	11,800	55,200	67,000	510	5,486	5,996	-	61,004

**PLANT FUNDS**  
**UNAUDITED SCHEDULE OF UNEXPENDED REVENUES AND EXPENDITURES**  
For the Period July 1, 1997 through March 31, 1998

PROJECT	Allotments			Expenditures			Outstanding Encumbrances	Balance 3/31/98
	Prior to July 1, 1997	Received 1997-98	Total	Prior to July 1, 1997	Expenditures 1997-98	Total		
856 Expo Center - Replace Boiler	14,000	134,700	148,700	4,228	134,671	138,899	2,570	7,231
857 Expo Center - Exterior Trim	135,000	-	135,000	-	449	449	119,000	15,551
858 Pogue Library Skylight Retrofit	5,000	-	5,000	-	-	-	-	5,000
859 Stadium Entrance Gates	40,000	-	40,000	-	-	-	-	40,000
860 West Farm Fence	37,600	-	37,600	220	37,102	37,322	-	278
861 Renovate woods hall	124,600	-	124,600	-	23,752	23,752	-	100,848
862 Carr health - pool renovations	37,000	-	37,000	-	-	-	-	37,000
863 E & G - repair/replace fire doors	25,000	-	25,000	-	-	-	-	25,000
864 BVC - fire alarm expansion	-	6,600	6,600	-	1,154	1,154	-	5,446
865 Farm shop/storage/ag mechanization	-	100,000	100,000	-	-	-	-	100,000
866 BVC HVAC Repair Modification	-	5,000	5,000	-	-	-	-	5,000
867 Hart Elevator Modification	-	85,000	85,000	-	-	-	-	85,000
868 Elizabeth - replace fire alarm	-	6,500	6,500	-	-	-	-	6,500
869 Curris Center - UST removal & replacement	-	25,000	25,000	-	-	-	-	25,000
Total	<u>\$ 15,577,266</u>	<u>\$ 1,041,678</u>	<u>16,618,944</u>	<u>\$ 11,983,141</u>	<u>\$ 915,821</u>	<u>\$ 12,898,962</u>	<u>\$ 1,002,357</u>	<u>2,717,625</u>

MURRAY STATE UNIVERSITY  
NOTES TO FINANCIAL REPORT  
For the Period July 1, 1997 through March 31, 1998

**Note 1. Summary of Significant Accounting Policies**

*Accounting Basis*

The annual financial statements of Murray State University are prepared on an accrual basis of accounting except for depreciation on physical plant and equipment.

Tuition and fee revenues for a semester are recognized upon recording the receivable, normally before or shortly after the semester begins. Revenues of summer school academic terms are reported in the fiscal year in which the programs predominately fall. Therefore, deferred tuition revenues are recorded for terms which have not begun at year-end. State appropriations revenues are recognized upon receipt.

Expenditures are generally recognized, for interim reporting, in the period expended rather than the period incurred. Some liability accounts on the Balance Sheet are not adjusted until year-end, at which time all expenditures are accrued.

*Fund Accounting*

To ensure observance of limitations and restrictions placed on the use of the resources available to the University, the accounts of the University are maintained in accordance with the principles of "fund accounting". This is the procedure by which resources for various activities are classified for accounting and reporting purposes into funds that are in accordance with activities or objectives specified.

Current funds are used primarily to account for the transactions affecting the general operation of the University. These resources are expendable for performing the primary and support objectives of the University. Restricted gifts, grants, appropriations, and other restricted resources are accounted for in the appropriate restricted funds.

All gains and losses arising from the sale, collection or other disposition of investments and other non-cash assets are accounted for in the funds which owned such assets. Ordinary income derived from investments, receivables, and the like is accounted for in the fund owning such assets.

**Note 2. Deposits and Investments**

The University currently uses commercial banks and the Commonwealth of Kentucky for its depositories. Deposits with commercial banks are covered by Federal depository insurance or collateral held by the bank in the University's name. At the state, the University's accounts are pooled with other agencies of the state. These state pooled deposits are substantially covered by Federal depository insurance or by collateral held by the state in the state's name. The investments of the University not held in the state investment pool are insured or registered, or are held by the University or by an agent in the University's name. Effective for the quarter ending September 30, 1997, bond sinking fund investments, held by the trustee, will be stated at market value.

**Note 3. Inventories**

Inventories are stated at the lower of cost, using first-in-first-out valuation, or market.

MURRAY STATE UNIVERSITY  
NOTES TO FINANCIAL REPORT (cont.)  
For the Period July 1, 1997 through March 31, 1998

**Note 4. Murray State University Foundation, Inc.**

Murray State University Foundation, Inc. (the Foundation) is a Kentucky not-for-profit corporation formed to receive, invest, and expend funds for the enhancement and improvement of the University.

The Foundation prepares and issues its own financial statements.

**Note 5. Prior Year Carryovers and Encumbrances**

Budget Revisions for Prior Year Carryovers and Prior Year Encumbrance Carryovers are based on actual balances brought forward to date from fiscal year 1996/97.

**Note 6. Tuition and Fees and Scholarships**

Incentive Grants of \$1,329,220 have been included as both tuition and as scholarship expenditures. The amounts are \$701,300 for Fall 1997 and \$627,920 for Spring 1998.

**Note 7. Unrestricted Expenditures**

In addition to expenditures, outstanding encumbrances as of March 31, 1998 are \$1,247,961 for Educational and General and \$32,842 for Auxiliary Enterprises.

**Note 8. Non-Mandatory Transfers from/(to) Plant Funds**

	Unrestricted Educational and General	Unrestricted Auxiliaries	Restricted Educational and General
I. Transfers from Consolidated Educational Renewal and Replacement Fund:			
a. 6/30 CERR balances in renovation accounts	\$ 493,538	\$ -	\$ -
b. Elevator renovation - Stewart Stadium	42,700	-	-
c. Expo center - replace boiler	134,700	-	-
d. Upgrade Pogue legal library resources	32,488	-	-
e. Wickliffe - repair roofs, gutters, siding, etc.	7,000	-	-
f. Wickliffe - termite treatment	4,000	-	-
g. Wickliffe - office building porch railings	4,500	-	-
h. Wickliffe - exhibit buildings leakage control	20,000	-	-
i. Wickliffe - repainting building exteriors	12,500	-	-
j. Wickliffe - redo concrete entrance & patch office	4,000	-	-
k. Woods facade -	110,000	-	-
l. Sparks - 5th FI school relations	34,000	-	-
m. Winslow mall extension	10,000	-	-
n. Lovett Stage Lighting & floor covering	29,000	-	-
o. OFA - build green space mall	10,000	-	-
p. Wickliffe Mounds - Cemetery bldg support wall	4,000	-	-
q. Upgrade Pogue Legal Library resources	2,497	-	-
Total	<u>\$ 954,923</u>	<u>\$ -</u>	<u>\$ -</u>
II. Transfers (to) Consolidated Educational Renewal and Replacement Fund:			
a. Interest earned on CERR	\$ 380,963	\$ -	\$ -
b. Stewart Stadium - waterproof A/H mech room	2,412	-	-
c. Farm/Expo Center renovation & repairs	4,740	-	-
d. ADA Accessibility	12,845	-	-
e. Mall posting structures	4,788	-	-
f. Carr Health pool chemical storage area	13,703	-	-
g. Carr Health Pool Mech room improvements	12,000	-	-
h. Oakhurst chimney repairs	10,000	-	-
Total	<u>\$ 441,451</u>	<u>\$ -</u>	<u>\$ -</u>

MURRAY STATE UNIVERSITY  
NOTES TO FINANCIAL REPORT (cont.)  
For the Period July 1, 1997 through March 31, 1998

Note 8. Non-Mandatory Transfers from/(to) Plant Funds (cont.)

	Unrestricted Educational and General	Unrestricted Auxiliaries	Restricted Educational and General
III. Transfers (to) Unexpended Plant Fund:			
a. Elevator renovation - Stewart Stadium	\$ (42,700)	\$ -	\$ -
b. elevator renovation - Elizabeth Hall	-	(20,000)	-
c. Campus backbone network	(206,292)	-	-
d. Blackburn science modernization	-	-	(29,707)
e. Expo center - replace boiler	(134,700)	-	-
f. Upgrade Pogue legal library resources	(34,985)	-	-
g. BVC - fire alarm expansion	(6,600)	-	-
h. Equine instruction facility	-	-	(531,500)
i. West farm shop/storage/ag mech	-	-	(100,000)
j. BVC HVAC repair/modification	(5,000)	-	-
k. Elizabeth Hall - replace fire alarm	-	(6,500)	-
m. Hart Hall elevator modification	-	(85,000)	-
Total	<u>\$ (430,277)</u>	<u>\$ (111,500)</u>	<u>\$ (661,207)</u>
IV. Transfers from Unexpended Plant Fund:			
a. Wickliffe mounds museum enhancement	\$ 4,302	\$ -	\$ -
b. BVC - building system improvements	7,382	-	-
	<u>\$ 11,684</u>	<u>\$ -</u>	<u>\$ -</u>



**Murray State University**

# **Investment Report**

FOR THE PERIOD  
July 1, 1997 - March 31, 1998

SUBMITTED TO  
THE PRESIDENT  
AND  
BOARD OF REGENTS  
June 4, 1998





# Murray State University

P O BOX 9  
MURRAY KY 42071-0009

May 18, 1998

President Kern Alexander  
Members of the Board of Regents  
Murray, KY 42071

Dear President Alexander and Members of the Board:

Attached is the Investment Report of Murray State University for the period  
July 1, 1997 through March 31, 1998

<u>Contents</u>	<u>Page</u>
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Summary of Investment Earnings by Fund and Fund Accounts.....	2
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Thomas W. Denton  
Vice President for  
Administrative Services

maf



## **Murray State University**

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Vice President for  
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MURRAY STATE UNIVERSITY  
**SUMMARY OF INVESTMENT EARNINGS BY FUND**  
 For the Period July 1, 1997 through March 31, 1998

	<u>Current Funds</u>	<u>Endowment Funds</u>	<u>Plant Funds</u>	<u>Total</u>
Investment Earnings to Date	\$ <u>1,107,324</u>	\$ <u>96,107</u>	\$ <u>244,058</u>	\$ <u>1,447,489</u>
Composite Interest Rates	<u>6.44%</u>	<u>5.77%</u>	<u>5.22%</u>	<u>6.19%</u>

MURRAY STATE UNIVERSITY  
SUMMARY OF INVESTMENT EARNINGS  
BY FUND AND FUND ACCOUNTS  
For the Period July 1, 1997 through March 31, 1998  
With Comparative Figures for Period Ended March 31, 1997

	Earnings To Date 1997-98	Earnings To Date 1996-97
<b>CURRENT FUNDS</b>		
Local Bank Accounts Interest (Peoples 1st Bank)	\$ 284,792	\$ 186,920
Consolidated Educational Revenue Fund (Frankfort)	771,161	662,174
Housing and Dining Revenue Fund (Frankfort)	<u>51,371</u>	<u>45,684</u>
Total Current Funds	\$ <u>1,107,324</u>	\$ <u>894,778</u>
<b>ENDOWMENT FUNDS</b>		
Endowed Chair for Ecosystems Studies	\$ 43,723	\$ 38,790
Smith Scholarship Endowment	40,288	35,593
Other Endowment Funds	<u>12,096</u>	<u>9,920</u>
Total Endowment Fund	\$ <u>96,107</u>	\$ <u>84,303</u>
<b>PLANT FUNDS</b>		
Consolidated Educational Renewal and Replacement (Frankfort)	\$ 66,405	\$ 25,564
Unexpended Plant (Frankfort)		
Series G Bonds - Capital Construction Clearing	17,510	13,749
Series H Bonds - Capital Construction Clearing	284	3,380
Retirement of Indebtedness (Trustee-PNC Bank)		
Consolidated Educational Bond Reserve Sinking Fund	115,801	175,043
Consolidated Educational Series G Arbitrage Rebate Fund	16	23
Housing and Dining Bond Reserve Sinking Fund	23,305	32,894
Housing and Dining Repair and Maintenance Fund	<u>20,737</u>	<u>29,808</u>
Total Plant Funds	\$ <u>244,058</u>	\$ <u>280,461</u>

MURRAY STATE UNIVERSITY  
CURRENT FUNDS  
SCHEDULE OF INVESTMENT ACTIVITIES  
For the Period July 1, 1997 through March 31, 1998

Type of Investment	Maturity	Term	Days Interest Earned	Fiscal YTD Annualized Yield	Fiscal YTD Average Balance	1997-98 Earnings
<b>EDUCATIONAL AND GENERAL</b>						
<u>Interest on Local Bank Accounts (Note 4)</u>						
Peoples First of Calloway County		continuous		Daily rate per overnight Peoples First Bank balances		\$ <u>284,792</u>
Total Local Bank Accounts interest earnings to date						\$ <u>284,792</u>
<u>Consolidated Educational Revenue Fund (Frankfort)</u>						
State Investment Pool	03/31/98	274 days	274 days	6.810%	\$ 15,106,612	\$ <u>771,161</u>
Total Consolidated Educational Revenue Fund interest earnings to date						\$ <u>771,161</u>
Total Current Funds Educational and General interest earnings to date						\$ <u>1,055,953</u>
<b>AUXILIARY ENTERPRISES</b>						
<u>Housing and Dining Revenue Fund (Frankfort)</u>						
State Investment Pool	03/31/98	274 days	274 days	6.080%	\$ 1,127,045	\$ <u>51,371</u>
Total Housing and Dining Revenue Fund interest earnings to date						\$ <u>51,371</u>
Total Auxiliary Enterprises interest earnings to date						\$ <u>51,371</u>
Total Current Funds interest earnings to date						\$ <u>1,107,324</u>

MURRAY STATE UNIVERSITY  
ENDOWMENT FUNDS  
SCHEDULE OF INVESTMENT ACTIVITIES  
For the Period July 1, 1997 through March 31, 1998

Type of Investment	Maturity	Term	Days Interest Earned	Effective Yield	Market Value at 3/31/98	1997-98 Earnings
<b>ENDOWED CHAIR FOR ECOSYSTEMS STUDIES (Note 7)</b>						
Certificate of Deposit	11/13/97	360 days	136 days	6.300%	\$ 300,000	\$ 7,042
Certificate of Deposit	11/13/97	360 days	136 days	6.100%	255,000	5,796
Certificate of Deposit	11/13/97	360 days	136 days	6.040%	200,000	4,501
Certificate of Deposit	11/13/98	365 days	139 days	5.800%	300,000	6,569
Certificate of Deposit	11/13/98	365 days	139 days	5.750%	300,000	6,626
Certificate of Deposit	11/13/98	365 days	139 days	5.610%	195,000	4,166
Foundation Investment Pool	12/31/97	184 days	184 days	5.670%	220,780	9,023
Total Endowed Chair interest earnings to date						\$ <u>43,723</u>

**SMITH SCHOLARSHIP ENDOWMENT (Note 7)**

Investment		Market Value at 3/31/98	1997-98 Earnings
Foundation Investment Pool	5.670%	\$ 982,599	\$ 40,288
Total earnings on Smith Endowment			\$ <u>40,288</u>

**OTHER ENDOWMENT FUNDS**

Investment		Market Value at 3/31/98	1997-98 Earnings
Foundation Investment Pool	5.670%	\$ 295,438	\$ 12,096
Total Other Endowment Funds			\$ <u>12,096</u>
Total Endowment Funds earnings to date			\$ <u>96,107</u>

MURRAY STATE UNIVERSITY  
PLANT FUNDS  
SCHEDULE OF INVESTMENT ACTIVITIES  
For the Period July 1, 1997 through March 31, 1998

Type of Investment	Maturity	Term	Days Interest Earned	Fiscal YTD Annualized Yield	Fiscal YTD Average Balance	1997-98 Earnings
<b>CONSOLIDATED EDUCATIONAL RENEWAL AND REPLACEMENT (CERR)</b>						
State Investment Pool	03/31/98	274 days	274 days	6.580%	\$ 1,346,221	\$ 66,405
Total Consolidated Educational Renewal and Replacement interest earnings to date						\$ 66,405
<b>UNEXPENDED PLANT FUND</b>						
<u>Series G Bonds - Capital Construction Clearing - Frankfort (Note 9)</u>						
State Investment Pool	03/31/98	274 days	274 days	6.680%	\$ 349,421	\$ 17,510
Total Series G interest earnings to date						\$ 17,510
<u>Series H Bonds - Capital Construction Clearing - Frankfort (Note 10)</u>						
Bond Proceeds Pool	03/31/98	274 days	274 days	7.89%	\$ 4,802	\$ 284
Total Series H interest earning to date						\$ 284
Total Unexpended Plant Fund interest earnings to date						\$ 17,794
<b>RETIREMENT OF INDEBTEDNESS FUND - Invested by Trustee</b>					Market Value at 3/31/98	
<u>Consolidated Educational Bond Reserve Sinking Fund (Note 11)</u>						
Money Market Securities	03/31/98	274 days	274 days	Various	\$ 1,350	\$ 1,366
Repurchase Agreement	07/01/04	10 years	274 days	6.500%	3,543,480	173,216
Total Consolidated Educational Bond Reserve Sinking Fund interest earnings to date						\$ 174,582
<u>Consolidated Educational Series G Arbitrage Rebate Fund</u>						
Money Market Securities	03/31/98	274 days	274 days	Various	\$ 642	\$ 21
Total Consolidated Educational Series G Arbitrage Fund interest earnings to date						\$ 21
<u>Housing and Dining Bond Reserve Sinking Fund (Note 12)</u>				Yield to Maturity		
PNC managed account	03/31/98	274 days	274 days	5.600%	\$ 751,764	\$ 30,448
Total Housing and Dining Bond Reserve Sinking Fund interest earnings to date						\$ 30,448
<u>Housing and Dining Repair and Maintenance Reserve Fund (Note 13)</u>						
PNC managed account	03/31/98	274 days	274 days	5.600%	\$ 759,118	\$ 31,156
Total Housing and Dining Repair and Maintenance Reserve Fund interest earnings to date						\$ 31,156
Total Retirement of Indebtedness Fund interest earnings to date						\$ 236,207
Total Plant Funds interest earnings to date						\$ 320,406

MURRAY STATE UNIVERSITY  
NOTES TO INVESTMENT REPORT  
For the Period July 1, 1997 through March 31, 1998

Note 1. BASIS OF REVENUE RECOGNITION

Accrual basis accounting is used to recognize interest earnings on the Investment Report.

Note 2. INVESTMENT POLICIES AND PROCEDURES

POLICIES

Scope: This investment policy applies to activities of the University with regard to investing the financial assets of all funds, including those maintained by:

- I. the Commonwealth of Kentucky's treasury,
- II. local depositories, and
- III. external trustees and investment managers.

Written procedures will indicate which funds are covered under each of the previously mentioned investment structures.

Goals: Consistent with state statutes and administrative regulations, the goals of the University's investment program are:

- \* preservation and maintenance of the real purchasing power of the principal in the portfolios,
- \* maintenance of sufficient liquidity to meet normal and foreseeable expenditures, and
- \* attainment of the greatest possible dollar return to the University while observing statutory and policy constraints.

Investment Objective: The investment objective is to produce a yield that when compared to the current marketplace, would be described as competitive by investment managers.

Strategy: The University's investment strategy is designed to match the life of the assets with the date liability occurs.

Delegation of Authority:

General: The treasurer is responsible for investment decisions and activities, under the direction of the Board of Regents. The Treasurer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with these policies. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person shall engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate investment personnel.

Bond Funds: With regard to bond funds, the investment/reinvestment (on instruments authorized by the bond indenture and resolutions) by the trustee(s) shall be directed from time to time by the Treasurer.

Minimal Non-Cash Investment Transactions: In order to correct stock transfer errors or dispose of small non-cash investments, the Treasurer is authorized to sell or otherwise dispose of items less than \$10,000 without specific resolution from the Board of Regents.



**Note 2. INVESTMENT POLICIES AND PROCEDURES (cont.)**

Reporting: The Treasurer and the Vice President for Administrative Services shall submit quarterly investment reports to the President and Board of Regents. These reports will include investment data for investment securities held at the end of the reporting period.

**PROCEDURES**

Specific investment procedures are contained within the full "Investment Policies and Procedures" as approved by the Board of Regents on May 14, 1994.

**Note 3. DEPOSITS AND INVESTMENTS**

The University currently uses commercial banks and the Commonwealth of Kentucky for its depositories. Deposits with commercial banks are covered by Federal depository insurance or collateral held by the bank in the University's name. University funds deposited with the State Treasurer are pooled with funds from other state agencies. These state Pooled deposits are substantially covered by federal depository insurance or by the collateral held by the bank in the state's name. The investments of the University not held by the state investment pool are insured, registered, or held by the University or by an agent of the University.

Below is a summary of the investments held by the University:

	03/31/98	03/31/97
	Carrying	Carrying
	Amount	Amount
U. S. Government Securities	\$ 5,054,362	\$ 5,203,922
Stocks	-	-
Certificates of Deposit	795,000	755,000
Money Market Securities	<u>2,008</u>	<u>2,235</u>
Subtotal:	\$ 5,851,370	\$ 5,961,157
Investment in State Investment Pool	\$22,957,672	\$ 22,817,793
MSU Foundation Pool	<u>1,498,817</u>	<u>1,305,294</u>
Total Investments	<u>\$30,307,859</u>	<u>\$30,084,244</u>

**Note 4. CURRENT FUNDS - LOCAL BANK ACCOUNT**

Effective June 1, 1997, the University entered into a new banking contract with Peoples First of Calloway County, interest earnings are based on 127% of the overnight federal funds rate.

Interest earnings may be expended in Current Fund.

**Note 5. CONSOLIDATED EDUCATIONAL BUILDING AND REVENUE BOND FUND (CEBRB)**

This fund was created, as result of the trust indenture established when the first Consolidated Educational Building Revenue Bonds were sold in the 1960's, as a depository of tuition and fees in order to provide funds to service the principal and interest debt requirements of each series of aforementioned bonds. The fund also supports the Educational and General Funds operations.

**Note 5. CONSOLIDATED EDUCATIONAL BUILDING AND REVENUE BOND FUND (CEBRB) (cont.)**

The Commonwealth of Kentucky Office of Financial Management and Economic Analysis invests available funds of the CEBRB in the State's university investment pool.

All interest earnings are transferred to Consolidated Educational Renewal and Replacement (CERR) at the end of each quarter according to the Board's approval for renewal and replacement projects.

**Note 6. AUXILIARY FUNDS - HOUSING AND DINING REVENUE FUND**

This fund was created, as a result of the trust indenture established when the first Housing and Dining System Revenue Bonds were sold in the 1960's as a depository of all auxiliary income in order to provide funds to service the principal and interest debt requirement of each series of aforementioned bonds. The fund also supports the Auxiliary Fund operations.

**Note 7. ENDOWMENT FUND INVESTMENTS**

**ENDOWED CHAIR**

During 1987, the University was awarded \$500,000 by the Commonwealth of Kentucky for an Endowed Chair for Eco-Systems Studies. University discretion, within the Board Policy, is used to invest these funds. Ten percent of the total earnings are returned to the Endowment investment pool. Ninety percent of the earnings are transferred to the Restricted Fund (Endowed Chair Grant) for program expenditures.

**SMITH ENDOWMENT**

During the fourth quarter of fiscal year 1991-92 and the first three quarters of fiscal year 1992-93, the University received proceeds, in excess of \$750,000, from the Laura Smith estate for the Smith Endowment. The majority of the proceeds were deposited with the Murray State University Foundation for investment in the investment pool.

**Note 8. CONSOLIDATED EDUCATIONAL RENEWAL AND REPLACEMENT (CERR)**

As established by the Board of Regents in March 1982, CERR provides a plant fund sub-group so that funds transferred from CEBRB could be accumulated for future projects of repair and renovation.

The University invests the proceeds in the same manner as CEBRB in Note 5.

Interest earnings remain within the fund for future projects.

**Note 9. UNEXPENDED PLANT FUNDS - SERIES G REVENUE BOND**

This capital construction clearing account holds the proceeds from the University's Series G bond sale until such time as they are needed for specific capital construction projects.

The University issued \$14,785,000 in Series G revenue bonds dated December 1, 1987. The proceeds are to be used to pay costs of repair, renovation, construction or addition to buildings on the campus of Murray State University that are and shall be a part of the Consolidated Educational Building Project. This project was established and created by the Board of Regents on April 20, 1961.

The University invests the proceeds in the same manner as CEBRB in Note 5.

Interest earnings on Series G can be spent on the Industry and Technology Building project or any other Educational and General project the Board and State approves.

**Note 10. UNEXPENDED PLANT FUNDS - SERIES H REVENUE BOND**

This capital construction clearing account holds the proceeds from the University's Series H bond sale until such time as they are needed for specific capital construction projects.

The University issued \$4,625,000 in Series H revenue bonds dated March 1, 1992. The proceeds are to be used to pay costs of repair, renovation, construction of addition to buildings on the campus of Murray State University that are and shall be a part of the Consolidated Educational Building Project. This project was established and created by the Board of Regents on April 20, 1961.

The Commonwealth of Kentucky invests the proceeds in a pooled account with other state agency bond proceeds.

Interest earnings on Series H can be spent on the renovation of the Old Fine Arts Building and the Underground Steam and Condensate Lines as approved by the Board and State.

**Note 11. RETIREMENT OF INDEBTEDNESS - CONSOLIDATED EDUCATIONAL SINKING FUND (CESF)**

This fund was created, as a result of the first trust indenture established when the Consolidated Educational Building and Revenue bonds were sold in the 1960's, to provide a sinking fund to pay debt principal and interest expense on all related CEBRB bonds. The amount of interest earned is part of the formula for annual funding of CERR projects. (See Note 5)

Interest earnings are used to reduce the amount of semi-annual debt service transferred from University Unrestricted Educational and General Fund to this sinking fund. Bond requirements mandate a minimum reserve of \$3,543,480.

**Note 12. RETIREMENT OF INDEBTEDNESS - HOUSING AND DINING SINKING FUND**

This fund was created, as a result of the trust indenture established when the first Housing and Dining System Revenue Bonds were sold in the 1960's, to provide a sinking fund to pay debt principal and interest expense on related Housing and Dining Revenue Bonds.

Interest earnings are retained in the fund for future use. Bond requirements mandate a minimum reserve of \$679,204.

**Note 13. HOUSING AND DINING REPAIR AND MAINTENANCE RESERVE FUND**

This fund was created, as a result of the establishment of the trust indenture in Note 5, to provide a fund to pay for extraordinary repairs, not paid from the Auxiliary Fund, to the Housing and Dining System buildings.

Interest earnings are retained in the fund for future use. The use is determined by Board of Regents resolution and the indentures. Bond requirements mandate a minimum reserve of \$550,000.

**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

**Associate of Arts**

Total: 9

Robert L. Amato  
 Michelle L. Burden  
 Claudia F. Carson  
 Vanessa Gwen Dowdy  
 James Michael Harrison  
 Brent Darrin Hoskins  
 Jenise Boyd Howard  
 Jaime Leigh Kimbro  
 Carolyn Sue Russell

**Associate of Science**

Total: 9

Robert Love Brandon IV  
 Johnny Phillip Cunningham  
 Damon Duncan Hall  
 Joni Kathleen Homesley  
 Yun-Mi Lee  
 Cassandra Ann Maness  
 Beverly A. Raymond  
 Sally A. Robertson  
 Jennifer K. Scott

**Associate of Science in Vocational/Technical Education**

Total: 1

Stephen I. Young

**Bachelor of Arts**

Total: 76

Kyle Allen Addison  
 Carl Joshua Andrews  
 Deonna Stacy Belt  
 Melissa Kay Bryant  
 Bethany Call  
 Meranda Lynn Caswell  
 Tina Claretta Childers  
 Misty Dawn Clark  
 Tiffany Leigh Clark  
 John H. Clendenin  
 Jonisha Brani Cornwell  
 Angela Griggs Crosby  
 Ellen Vaughn Crouch  
 Zachary Culver  
 Melanie C. Dailey  
 Heather C. Dalton

Diane McDuffee Duke  
 Chandy Danai Duncan  
 Christopher L. Dykes  
 Judy Judd Edwards  
 Nancy J. Elzie  
 Scott Clark Farley  
 April R. Fisk  
 Darren Wilson Gantt  
 Larry John Garner  
 Kimberly Lynn Geary  
 Diana Haggan  
 Jawana Spivey Harper  
 Troy Edward Hartman  
 Mary Allyson Hobbie  
 Phillip O. Hornback  
 Steven Wayne Hulen  
 Billie Gwendolyn Jenkins  
 Colette C. Jones  
 Barbara Marie Kern  
 Margrete Krogseth  
 Brandee Dawn Krug  
 Daniel Edward Logsdon Jr.  
 Jarrod Kirby Martin  
 Christy L. Mattingly  
 Heather Mc Dowell  
 Michelle Ann Miserendino  
 Jacqueline Latisha Moore  
 Sara Elizabeth Moore  
 Benjamin Wright Morehead  
 Susan Jane Moulder  
 Jennifer Noelle Mullen  
 Erin Elizabeth Myrick  
 Karina Sarahi Noble  
 Leta J. Norman  
 Cristi Owen  
 DeShannan Audrea Paddock  
 Amy Louise Ponder  
 James Stuart Poston  
 Laura Beth Randlett  
 April Rhodes  
 Angela Roberts  
 Thomas Ray Russell  
 Rosemary Grace Sarver  
 Stephanie L. Schneider  
 Heather L. Scott

**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

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Svetlana Seryogina  
Christie Lynn Skaggs  
Karlye Chase Smith  
Debra Radford Sparks  
Trisha Lynn Starr  
Julie Anne Swearingen  
Kara Lynnette Teague  
John Matthew Thompson  
Michael C. Utley  
Rasiel V. Vellos  
Shannon Lynn Williams  
Timothy L. Williams  
Barry G. Wilson  
Amanda J. Wolf  
Adam D. Woodring

**Bachelor of Fine Arts**

**Total: 4**

Christy Lee Belle  
Matthew Andrew Bradley  
Daniyel Edward Hicks  
Christiane M. Myrick

**Bachelor of Music**

**Total: 3**

J. Bryan Heath  
Faith Ann Holley  
Joseph Christian Van Fleet

**Bachelor of Music Education**

**Total: 7**

Matthew Craig Baucum  
Kara Denise Boyd  
Michele Ann Crook  
Corey Dale Julian  
Steven Christopher Page  
James Lewis Powell  
Gina Taylor Tracy

**Bachelor of Science**

**Total: 392**

Jacquelyn Mae Abernathy  
Justin Wade Adams  
Marcia Angelique Adkins  
Eun Ha Ahn  
Christy D. Alderson

Kenneth Aaron Allgood  
Andy William Anderson  
Michael Todd Anderson  
Perry Axel Anderson  
Steven Paul Arant  
Douglas Baggett  
David Nelson Bailey  
Geoffrey S. Ball  
Gregory Scott Barlow  
Donald Arthur Barnes Jr.  
Dennis M. Bass  
Felicia Lynne Bates  
Jeffrey Brian Beck  
Corey David Belcher  
Todd Belcher  
Jeremy D. Biggs  
Ronald K. Blair Jr.  
Mona Tate Blankenship  
Jennifer G. Boarman  
Darron Boatright  
Leigh Anne Bobo  
Charles Lynn Bone  
Julia Elizabeth Boram  
Allison Renee Bowers  
Gregory Scott Bowie  
Brian Neil Bowland  
Sara Jane Bowman  
Cynthia Bowman-Stroud  
Candice Camille Bradford  
Alison Kathleen Brandow  
Melissa Bridges  
David W. Brooks Jr.  
Ben Brown  
Mava Dale Brown  
Tiffany McAdoo Brown  
Rachel Elizabeth Bryan  
Jeremy Ray Buchanan  
Lori Duren Bucher  
Pamela G. Burd  
Angela Leigh Burgett  
Lisa Carol Burkeen  
Angie Roxane Butler  
Carla Waynette Butler  
Gregory Stuart Butler  
Monique Michelle Butler

**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

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Suzan Grace Butler  
Grace Louise Cain-Appling  
Craig Eric Callen  
Penny Street Campbell  
Lora Courtney Canter  
Kenneth David Carmode  
Jeffrey Todd Carneal  
Michael David Carr  
Julia DeAnna Carroll  
Jacob Earl Carter  
Kelli Hayden Cash  
Robert Lee Cathey Jr.  
Ian Geoffrey Chandler  
Laura Diane Chase  
Richard Clayton Cissell Jr.  
Janie Scott Clark  
Staci Lynn Clark  
Michelle Lynn Clayton  
Amie E. Clifton  
Keri L. Coburn  
William Douglas Cole  
Chenece D. Coleman  
Gary Lynn Collier  
Melissa Salana Collins  
William B. Collins  
Timothy M. Coomes  
Christopher Len Cooper  
Terry Lee Cope  
Pamela J. Cotton  
Jennifer Michelle Council  
Chad A. Cox  
Heather Darlene Crabtree  
Robert Howard Craig  
Timothy Christian Crouse  
Kyla Tenille Crum  
Carrie Shea Cummings  
Hal D. Cunningham  
Crystal L. Daniel  
Dannette Allison Daniel  
Charles R. Daniels  
Mitchell Lee Davidson  
Amelia Ann Davis  
Nerhosshia Davis-Smith  
Amanda Carol Day  
Karen M. Derrington

Paul Robert Deters III  
Angel Ricea Dillon  
Seth W. Dixon  
Mary Melissa Dodson  
Tracy L. Donahoo  
Kimberly Lynne Donaldson  
Laura McWaters Douglas  
Edward William Doyle II  
Kevin Mark Drake  
Todd E. Duff  
Pamela Suzanne Dunbar  
Tonya S. Dunbar  
Elliott D. Dunn  
Jamie L. Dunn  
Kristina Renee Duvall  
Emmanuel Duviella Jr.  
Benjamin J. Early  
Karen Lee Eddins  
Carrie Lynn Edwards  
Lori Mechelle Edwards  
Thomas Christopher Edwards  
Stephanie Jo Ellegood  
Micah Nicole Ellsworth  
Korrie Dawn Engelhardt  
Jeannie Kay Erkman  
Nicole R. Essner  
Kevin Farris  
Jenna Michelle Feierstein  
Roger David Fields  
Renita Charlene Fletcher  
Harriet Suzanne Franklin  
Julie Franklin  
Thomas Ryan Franks  
Anne Marie Fulton  
Gail Ruth Furches  
Michael Dean Gaia  
Jill Allison Gentry  
Maria Carmela Geraldini  
Freida Joyce Givens  
Steve E. Givens  
Robert A. Glines  
Amanda Leigh Goatley  
Jennifer Michelle Godwin  
Stephan M. Goetschius  
Karen Accomazzo Gradie

**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

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J. Clint Graves  
Allison Moss Green  
Justin Green  
Melanie Dawn Gregory  
Jeremy Jacob Gregston  
Erin Denise Grogan  
Brian Lee Grossman  
John William Gwaltney Jr.  
Charles Edwin-Ashley Haak  
Jonathon Troy Hafford  
Bruce Carmack Hailey  
Misty Paige Hale  
Todd Myron Hall  
Arnell L. Hamilton  
Mary Jo Hamon  
Christopher Lee Hardesty  
Luke A. Hargis  
Kevin Christian Harned  
Matthew S. Harned  
Aaron Charldon Harper  
Christopher T. Harrell  
Jennifer L. Harrison  
Melissa McAdoo Hart  
Paul Lewis Hart  
Kathleen Ann Hartmann  
Daniel K. Harwell  
Timothy Alan Hendricks  
Holly Kay Henson  
Mark A. Hibbs  
Steven P. Hidalgo  
Heather Higdon  
Jerry Douglas Higdon  
Jeffrey Alan Hill  
Jennifer M. Hines  
Thomas K. Hobbs  
James R. Hobby  
Deidra Anne Holcomb  
Patrick H. Holifield  
Brandy Ann Holloman  
Julianna Holt  
So-Young Hong  
Jeffrey Alan Hornak  
Heather Renee Hosford  
Kerrie Faye Hosick  
Brandon Lee Houser

Travis L. Houston  
Lisa Renee Howard  
Dana Marie Howlett  
Kendra Deshea Hubbard  
Gwenda Renea Hughes  
Patricia Nicole Hughes  
Holly Rose Hunt  
Lee Tiffen Hurt  
Gregory Guy Jackson  
Kristina D. Jackson  
Phyllis Elizabeth Jackson  
Vi T. Jaco  
William David James  
Ronald Lee Jeffery  
Leigh Anne Jelsma  
Heather Manami Jenkins  
Amanda J. Johnson  
Christopher Stephen Jones  
Montisha Ann Jones  
Jennifer Lee Jordan  
Scott Allen Kayse  
Chasity Prater Kemplin  
Michael A. Keown  
Viktor T. Kerney  
Sean Oneil Kimble  
Megan Renee Kiser  
Stacey Davis Kolb  
William Troy Koon  
Veronika Krepely  
Sean Kroeper  
Ellen Marie Laemmle  
Price K. Laird  
Stephanie Ann Leach  
Trad Eric Leatherman  
Kelli Anne Ledford  
Cleavon Kent Leggs  
Albert Ross Leigh Jr.  
Chad Eric Lewis  
Shavonda Patrese Lewis  
Dhomynic LaJuan Lightfoot  
Pei-Ching Lin  
James E. Lis  
Amy B. Littlefield  
Tyran Ann Lokey  
Jenny Michelle Long

**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

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Shannon Jeanne Lossner  
Danna Carole Lovett  
Melissa DeSha Markham  
Jennifer Rena Marshall  
Bernadette Miyo Martin  
Scott Michael Mastenbrook  
Eric Alan Mathies  
Michelle M. Mathis  
Ella T. Mayes  
Marti Leigh Mc Clard  
Shawn Dennis McDermott  
Steve Edwin McDonald  
Eric Matthew McKinney  
William Raymond Millay III  
Anthony Joseph Miller  
Dawn M. Miller  
Stephaine Minor  
Wendy Mays Mitchell  
Alison Kay Moore  
Genny Ryan Moore  
Kirk Michael Moore  
Andrew Morzillo  
Andrew B. Mowrey  
Bridget Murphy  
Carol Withrow Nagel  
Jason Ray Neale  
Chelsea D. Neumann  
Miranda Lynn Niles  
Jeffrey G. Norvell  
Sarah Ann Nuckley  
Mark R. Oates  
Kari Lynn Olson  
Eric Michael Osborne  
Melissa Shemwell Outland  
Heather L. Owens  
Jason Breck Paris  
Jennifer Dale Parker  
Jamie Lynn Patterson  
Leah Stuart Patton  
Stacie Renea Pemberton  
Jerry L. Perry Jr.  
Holly Marie Phelps  
Linda Deanna Phelps  
Susan L. Phelps  
Jeremy Scott Phillips

Ryan L. Pierce  
Paul Daniel Pitney  
Heather Leigh Poat  
Maurice Lavell Pollard  
Michael Wayne Powell  
Quentin Gerard Prescott  
Debra Pugh  
Derrick J. Rains  
John W. Ralston Jr.  
Amy Fulcher Ramage  
Amanda Kaye Ray  
Jessica Lee Ray  
Thalia Marie Redhead  
Jason Lamonte Reeves  
Alicia C. Reid  
Suzanne Marie Reiss  
Charles Anthony Remmert  
Jason L. Reynolds  
Kenneth Allen Richard  
Robbi Anne Richardson  
Tracy C. Richardson  
Jennifer Leigh Richey  
Nathan Kyle Richey  
Sonja Eli Richey  
Lance Davis Ricketts  
Christina L. Robbins  
Brandy McKendree Roberts  
M. Kathryn Robinson  
Joel Craig Rogers  
Johnie Dale Rogers  
Michael Edward Rogers  
Robert John Rubsam  
Bruce E. Rudd Jr.  
Kimberlee J. Ruga  
Renah Shae Rushing  
Stephen Ashley Rust  
Christie Medlock Safin  
Brandi Gayle Sanders  
Doris Bramley Saunders  
Timothy Lamont Scarborough  
Lori Ann Schneider  
Angelle Marie Schroeder  
Stan Christian Schroeder  
Pamela P. Scott  
Sara Lynn Seely



**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

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Michael C. Sefcovic  
Adam James Settle  
Philip Wade Sharp  
Valerie Dawn Shelton  
Rondal Jason Shreve  
Beth Ann Shuler  
Christina Marie Sieber  
Christie J. Silcox  
John Robert Simanowitz Jr.  
Shanna Katrina Simmons  
James Edward Skaggs  
Kenneth Eric Skinner  
Tammarra Lynette Slates  
Michael D. Smeaton  
Shawn Franklin Smee  
Boyce Jonathan Smith  
Jesse A. Smith  
Kirk Smith  
Lucinda Howell Smith  
Fran Sollman  
Derek John Somerville  
Christopher Todd Speakman  
Benjamin W. Staats  
Ryan Gregory Starrick  
Dina J. Stathas  
Heather Crews Stephenson  
Braci Leannell Steward  
Pedro A. Stiassni  
Michael Lee Sullivan  
Alexey Surkov  
Steven Robert Svebakken  
Celeste Nicole Taylor  
Kenneth Scott Thomas  
Nafisa Thomas  
Daniel Thompson  
Gary Enos Thornell  
Heather Lynn Thornhill  
Sean Timmons  
Roberta Ann Tindall  
Shelley Lea Tolbert  
Heather Gail Tolley  
Antony J. Triano  
Patricia D. Trout  
Eric Burton Troutman  
Roger Russell Usher

Belinda Jean Vandergriff  
Amy Lynn Varner  
Jeffrey Franklin Vaughan  
Eric Michael Vaughn  
Ricardo Javier Garcia Vidal  
Jonathan E. Vonkaenel  
James Walker  
Stanley Joe Waller  
Lisa Denae Watson  
Stacey M. Wells  
Julie Lynn Wiebusch  
Rachel Michelle Wilkerson  
John Allen Williams  
Kerri Dean Williams  
Shelly Williams  
Janna Carol Willie  
Angela Sue Wilson  
James Bishop Wilson  
Jon Lucas Wilson  
Heather Marie Wilzbacher  
Mary Matthews Winslow  
Christopher Wiseman  
Mary Catherine Wooldridge  
Gregory Scott Wyatt  
Angela Moakler Yates  
Joshua Adam Zamora  
Martha Patricia Zimmer

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**Bachelor of Science in Agriculture**

**Total: 49**

William Brian Allen  
Laura Marie Arington  
David V. Asher  
Joseph R. Atwill  
Michael Douglas Barry  
Raub Warren Bierbaum  
Laurelle Renae Brown  
Elizabeth F. Burks  
Jennifer Renee Chapman  
Lee M. Cope  
Jennifer R. Dilback  
Staci D. Foy  
Scott Conder Fulton  
Robert Jay Geurin  
Amanda Rae Greer

**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

---

Leslie D. Hearn  
Jason E. Hodge  
James Anthonie Jackson  
Jennifer L. Johnson  
Bryce W. Kearney  
Melanie T. Kennedy  
Jason Christopher Klipfel  
George Wayne Krom IV  
Brandy Topper Lemaster  
Randy Dewayne Marshall  
Laura L. Massow  
Julia Ann Matheny  
Lori M. Mohr  
Brad Franklin Morris  
Chad Edwin Paxton  
Benjiman B. Payne  
Daren Pingel  
Dustin W. Robinson  
Jennifer M. Rockhold  
Brandi Marie Roper  
Andrew Sanderson  
Craig A. Shepherd  
Vivian R. Simmons  
Lee Jay Smith  
Stephen Jody Stallons  
Ralph Eric Tanner  
Marilyn Thomas  
Charles Clayborn Walton III  
Mary N. Warford  
Earl Gaylon Wilkins  
Leah A. Williams  
Sarah Alice Williams  
Jeffrey D. Wilson  
James A. Wooton

**Bachelor of Science in Business**

**Total: 77**

Tanya Marie Bauman  
Rhonda Faye Beach  
Diana L. Blaine  
Susan E. Bowden  
Donald E. Breeden  
Jeffery Stewart Brown  
William Wallace Bryan III  
Gentry J. Burnett

Jaime Kay Burnett  
Samantha Lynn Butler  
Cory G. Carter  
Charles Matthew Choate  
Timothy M. Clark  
Jennifer A. Cook  
Christopher Davidson  
Laura Hope Davis  
Kim C. Denton  
Sean Gilchrist Devanney  
Brian Duckwall  
Amy Denise Edwards  
Joel Keith English  
Shelia Evans  
John Kenard Ferren  
Jennifer Leigh Fisk  
Julie Elyse Gordon  
Malinda Sue Gray  
Dana R. Guild  
David Scott Hampton  
Nathan James Harris  
Cynthia Kay Harris Harshuman  
Chad Warren Heilig  
Diane Elizabeth Hicks  
Charles C. Holt  
Carla Lynette Hoofman  
Bradley Keith Huffine  
Samuel Christopher Huitt  
Michael S. Johnson  
Todd William Johnson  
Robert Donald Kelley  
Chad Benjamin Kelly  
Tandy Dianne King  
Kevin Bradley Kinsey  
Joe Knight  
William Jason Lancaster  
Lee Lee Lim  
Deana Renee McDaniel  
Charles Allen Moore  
Robert Brian Purcell  
James Edward Ramsey  
Michael Scott Riley  
Stephanie Erin Roberts  
Kelley Christine Runyon  
Kevin Russell

5/7/98

From: Admissions & Registrar's Office

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**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

John Gale Scott  
Tonya Marcelle Shelton  
Amos H. Shelton III  
Jason W. Siener  
Neal G. Simmons  
Kristy Janay Smith  
Tracy Ann Sommer  
Brandi S. Stevenson  
Melyssa Anne Stockham  
Amy Christine Svebakken  
Homan Taleban  
Janice M. Thompson  
Todd M. Trout  
Kelita Jenece Vance  
Brandon James Vaughn  
Jennifer Higdon Watkins  
Stacey Jo Whitaker  
Kristina Hope Williams  
Stephanie Renae Williamson  
Tammy Lynn Wilson  
Christie Elkins Wimberley  
Benjamin T. Worley  
Melissa Faye Wynn  
Julie Ziemann

**Bachelor of Science in Nursing**

**Total: 34**

Susan J. Alexander  
Linda Joy Ball  
Michelle Y. Bauscher  
Jessica Stroud Boaz  
Deborah A. Bohnlein  
Tracie L. Bullock  
Dianna Kaye Carper  
Misa Choo  
Frank Lee Crider  
Loretta Deluna  
Jonathan S. Dickinson  
Rhonda Mahan Earle  
Patricia Michele Hance  
Heidi Froats Howard  
Karen McDaniel Jackson  
Sharon L. Jenkins  
Ashley Renee Jones  
Tonia N. Kelly

Deene Mefford  
Nina H. Patel  
Anne M. Paul  
Kathy Dianne Phelps  
Marcie Richardson Prescott  
Elizabeth Suzanne Scheidler  
Rebecca Shearer  
Robbie June Steele  
Deborah B. Tabor  
Dana Lee Thomas  
John Brian Thomas Thornton  
Traci Elizabeth Walker  
Samuel Richard White Jr.  
Amy Nichole Wilkerson  
Teka M. Williams  
Sarah Elizabeth Perry Word

**Bachelor of Independent Studies**

**Total: 4**

Dana K. Bledsoe  
Rene L. Dowdy  
James Farrell Pendergraff  
Gail Delores Robinson

**Bachelor of Arts in Business**

**Total: 8**

Russell Gregory Adkins  
Christa L. Armstrong  
Bethany L. Bishop  
Tito T. Castillo  
Paulette Elaine Lohman  
Danielle M. Patterson  
Sherry-Ann Natasha Thomas  
Patrick Terrence Zimmerman

**Bachelor of Social Work**

**Total: 18**

Shelli Dane Bargatze  
Peggy Lynn Bennett  
Paula M. Cissell  
Barbara S. Corley  
Glenda Ann Cotton  
L. Faye Cunningham  
April Scott Edwards  
Becky Ann Gary  
Sue Anna Greer

**Murray State University Board Report**  
**Undergraduate Degree Applicants**  
**May 9, 1998**

---

Patsy Tina Hale  
Randy Hartigan  
Julie Lee Holmes  
Se-Young Moon  
Robyn Morris  
Tessa Lynn Payne  
Barbara Skinner Pryor  
Julie Ann Cox Rightnowar  
Amanda Beth Thomas

**Total Number of Degree Applicants : 691**

**Murray State University Board Report**  
**Graduate Degree Applicants**  
**May 9, 1998**

---

**Master of Arts in Education**

**Total: 50**

Melissa A. Adams  
Shelley Beth Anderson  
Vicki J. Anderson  
Gail Amonett Bachuss  
Amy Asbridge Baker  
Margaret Ann Belcher  
Wendy Anniece Boren-Watson  
Ann Frances Brewer  
Russell Miller Buchanan  
R. Ellen Bennett Crady  
Traci Dianne Crass  
LeAnna Dee McClure Crawford  
Jimmy Dale Croft  
Marilyn M. Daniel  
Rachel Shae Dodson  
Allison C. Graham  
Andrea Beth Green  
Vicki J. Griffin  
Julie Renee Hampton  
Jerilane Lovett Harrell  
Clarine Ann Hays  
Zella Louise Henderson  
Dana Elaine Forester Jackson  
Danette Renee Jones  
Linda Maxine Kolb  
Karen Elizabeth Bradford Lane  
Martha Ann Mason  
Donna Kay Mattingly  
Elizabeth Ann Medley  
Tracy Lynne Mohon  
Tiffinee Morgan  
Tami K. Nelson  
Karen Renee Smith Oakley  
Nancy Carol Oliver  
Phillis E. Patmor  
Ashley Trawick Pearson  
Rixena Renee Ramsey  
Deborah G. Richard  
Angela Kaye Scott  
Teresa Lynn Scott  
Debbie Jane Steiner  
Julie Dulin Stewart  
Wendy Stephens Stewart  
Joan Denise Terrell

Christi Carlene Walker  
Craig R. Wallace  
James Todd Warren  
Deborah Craft Wolfrom  
Cheryl Rae Woody  
Hanna Rebecca Yeager-Hendrick

**Master of Business Administration**

**Total: 21**

Eric Darren Baker  
Lavina Dean Belue  
James L. Breece  
Thammarat Chuengpaisal  
Suha Erdem  
Dmitry Alexandrovich Govorukha  
Suleyman Gokhan Gunay  
Michelle G. Kirkpatrick  
Gene Allen Klaus  
Su-Suk Lee  
James Derrick Lewis  
Bundit Manoonkulachai  
LaSenna Diane Powell  
Tracy Lynn Roberts  
Chanpen Saligupta  
Patricia A Seay  
Yogi Sidharta  
Khrista Oneida Solomon  
Heather Rene Vowell  
Darrell Wayne Woodard  
Murat Yorulmaz

**Master of Arts in Teaching**

**Total: 1**

Frances Elizabeth Lynn

**Master of Science**

**Total: 139**

Saleh A. Al-Ayed

Murray State University Board Report

Graduate Degree Applicants

May 9, 1998

Kamolthip Anekthanakul  
Kay Pinkley Arterburn  
Carrie Lynn Ash  
Matthew Santford Baker  
Marlin Christopher Barber  
Susanne Kelly Beckwith  
Michael John Bishop  
Sharon Rochelle Blake  
Charisse Renee Blevins  
James Joseph Bryant  
Melissa Ann Buechlein  
Gina Lynn Buscher  
Melissa Bennett Charland  
Chun-Chung Choi  
Apryl Ayers Chumbler  
Charles Keith Clark  
Glen Hancock Clark  
Alexis Clayton Cobb  
Bryan Cosby  
Kevin H. Cowles  
John Christopher Craddock  
Daniel Nelson Cramer  
Jon Coleman Crawford Jr  
Pamela Kay Shoulta Crawley  
John Edward Delaney Jr.  
Tawaree Dhippanuratana  
Christopher D. Dobek  
L. Keith Donelson  
Tammy Michelle Dorsey-Davis  
Geniva F. Douglas  
Lisa Elaine Duncan  
Paul Lee Dutton  
Jeffrey W. Eastes  
Carol Elizabeth Elliott Elder  
Steven Michael Fuqua  
James Lance Gholson  
Steven Ray Gilreath  
Stephanie Murray Goodson  
Katherine Fay McClurkin Greenwell  
Jennifer Elaine Haas  
Tracy Pandygraft Haddix  
Leigh Ann Hargrove  
Phillip Walton Hargrove  
A. Gail Herndon  
Jeffrey John Herod  
Kathy Blackburn Hillyard

Teresa Clay Hobbs  
Stacy Pope Hogan  
Dana Lynn Hohman  
Cheng-Da Hsu  
Mark O. Hutchings  
Tomohisa Ikeda  
Paul Daniel Jaco  
Bryan E. Jacob  
Huai-De Michael Jiang  
Andrea Leigh Allen Johnson  
Michelle Lee Jones  
Cheyenne Edward Kemp  
Hongsun Kim  
Atthapol Kitthamarath  
Thapanee Konsue  
Christy Lynne Lake  
Daniel Allen Lavit  
Kong Limkool  
Sermak Limpanusorn  
Becky Youngwerth Lingo  
Jedsada Lohsomboon  
Janette Sue Lovely  
Angela F. Luh  
Jessica Annalesa Lyons  
Loretta I. Maldaner  
Stephen Joseph Marchino  
Bethany Leigh Martin  
Kelley Dee McClure  
Pairote Meekaew  
Johnette Monger Mends-Cole  
Peggy Lynn Meriedeth  
Jonathan Wayne Miller  
Laura Elizabeth Miller  
Christina Gail Hanor Mitchell  
James L. Mitchum II  
Bryan Dee Moneymaker  
Karen Annette Whelan Nolcox  
Murat Gokhan Ofluoglu  
Jennifer Renee Ohl  
Anusak Osirichaivej  
Dale A. Owens  
Paul Edward Pack  
Nassaporn Pahira  
Neng Peimsirimongkol  
Michael Robert Perry  
Tammy Maureen Pettit

**Murray State University Board Report**  
**Graduate Degree Applicants**  
**May 9, 1998**

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Angela Yvonne Peyton  
Noppawan Pholchewin  
Benchawan Ramunvong  
Kimberly Cole Reusch  
Robert Christopher Rodgers  
Ronda Lesley Rogers  
Tracy Michael Ross  
Cynthia Nicole Roth  
John Gordon Rundle  
Nuttika Saingam  
Nuttinee Saingam  
Nongnuch S. Sairlee  
Raveevan Satthumsakul  
Tim T. Schweizer  
Rebecca Joyce Seaton  
Jinwon Seo  
Elizabeth Ann Slaton-Young  
David Slaughter  
Sammie Regina Smith  
Michelle Dixon Sotak  
Richard Anthony Steiner  
Karmel Galusha Stewart  
Thawida Supapornpat  
Julie L. Tabor  
Siriwan Tatiyawong  
Ornsini Teepapal  
Lori Ann Threlkeld  
Nareumon Tiampakdee  
Demetra Gaye Tolley  
Pablo Torres  
Margaret Jane Trout  
Paradee Udomtham  
Ginger E. Veal  
Thitipong Vichitvaranont  
Heather Ford Vinson  
Lisa Lyn Walton  
Xiaohong Wang  
Brad Everett Watson  
Vickie Drake Wells  
Patrick Fitzgerald White  
Michael J. Wilson  
Robert H. Wilson  
Pattira Wisetrojana  
Nitakarn Wongthaworn  
Sangsi Xumsai  
Akihiro Yoshizato

**Master of Arts**

**Total: 33**

Scott Christopher Bailey  
Ronnie Arnett Blevins  
Carolyn Martin Bonds  
Mary Kathryn Caldwell  
Dwayne Timothy Coon  
Pamela Hanor Dawes  
Colleen Dieckmann  
Patricia Teasley Frazer  
David Michael Gesler  
Christopher Brian Goodlett  
William Dewey Henson  
William Glenn Hoffman  
Chaz Maxwell Holland  
Nan-hee Jo  
Wesley Matthew Knight  
Vernita Elise Largin  
David Michael Latham  
Judy Ann Leath  
Philip Owens Maxwell  
Brenda Leilani McGarvey  
Linda A. Metcalf  
Ashley L. Mikel  
Barbara Amy O'Nan  
Jonathan Vince Parrent  
Camisha N. Pierce  
Jeanette Delena Probst  
Janet Mary Rasmussen-Wilbert  
Steve Edwards Ross  
Rachel Christine Schroeder  
LeAnne Shadrick  
Kathleen Ann Thornton  
Nancy Dunn Trawick  
Amy Rachel Helm Wilson

**Master of Public Administration**

**Total: 8**

Peter Austin Booker  
Holly Daniele Coleman

Murray State University Board Report  
Graduate Degree Applicants  
May 9, 1998

---

Wayne ONeil Dehaney  
Christopher Thomas Mayer  
Stephen Jay Newton Jr  
Adirake Unosot  
Michael Jewayne Weaver  
Roslyn Lenec' White

**Master of Science in Nursing** **Total: 1**

James Perry

**Specialist in Education** **Total: 1**

Patricia Lynn Hughes

**Total Number of Degree Applicants : 254**



**ATTACHMENTS #4 – #26**

**CAN BE FOUND IN MINUTE BOOK #69**

**ATTACHMENTS    #4 – #26**

**FROM JUNE 4, 1998 MEETING**

**(AGENDA BOOK # 68)**

**AGREEMENT BETWEEN  
MURRAY STATE UNIVERSITY  
AND  
UNIVERSITY OF SOUTHERN QUEENSLAND**

**INTRODUCTION**

Murray State University (MSU) and University of Southern Queensland (USQ), in a collective effort to provide educational interchange between the two institutions, desire to renew an agreement to continue their cooperative relationship and cooperative activities.

**OBJECTIVE**

The objective of this cooperative relationship is to increase the educational efforts of both institutions through an exchange of faculty and professional staff, for the purposes of sharing instruction, participating in research, and other scholarly activities.

**GENERAL TERMS AND CONDITIONS**

1. MSU and USQ will promote cooperative activities in all areas of common interest. Special emphasis will focus on the exchange of staff, as well as curricular development.
2. Specific terms and conditions of cooperative projects and/or programs will be negotiated on a case by case basis by the two institutions.
3. Cooperative projects and/or programs between the two institutions will be based on the principle of reciprocity.
4. The agreement and any future changes in the agreement will be undertaken on the basis of mutual consent.
5. This agreement will become effective when it is signed by the authorized representatives and ratified by the governing councils of the institutions, for a period of three years from the date of ratification.
6. Each institution will receive a signed, original copy of the agreement. Any subsequent changes in the agreement and negotiated terms and conditions for specific projects will be signed by each institution and exchanged.
7. At Murray State University, the cooperative programs will be coordinated by the Center for International Programs. At the University of Southern Queensland, such programs will be coordinated by the International Education Centre.
8. This agreement may be terminated by either institution six (6) months after giving due notice to do so, provided that any exchange imbalances are resolved.
9. At least three months prior to a staff exchange, the host institution will approve the exchange in writing. This approval will include the responsibilities of the exchange participant, the period of exchange, and any other conditions governing the terms of the exchange.

10. Subject to any agreement between MSU and USQ, the host University will not be responsible for the salary payment or other income for exchange participants.
11. Cost of travel/transportation for exchange participants will be subject to the following conditions:
  - a. Either the home university or the participating academic and professional staff will cover the cost of travel between the home university and the host university, except in cases in which the money comes from other sources;
  - b. The host university will pay costs for officially approved travel within the host country within a maximum radius of 100 miles from the principal seat of the university in question;
  - c. The host university will not be responsible for the personal travel costs of visiting personnel.
12. All exchange participants will furnish to the host institution, in writing, evidence of comprehensive medical insurance including coverage for accidental death, dismemberment, and repatriation. This documentation, required for the issue of a visa, must be received at the host institution at least one month prior to arrival.
13. The host institution will be responsible for the organization of personal accommodation of visiting academic and professional staff. Costs of housing and maintenance will be negotiated between the universities and agreed to, in writing, before departure of personnel from the home university. In general, the exchange participant will be expected to cover the costs of housing and maintenance for the period of the exchange.
14. The host institution will not be responsible for any other personal expenses of the visiting personnel.
15. Special conditions governing specific staff exchanges will be negotiated as needed.
16. This agreement will come into effect on the day signed and, subject to Item 9, will remain in force for a period of three calendar years.

  
\_\_\_\_\_  
President  
Murray State University

\_\_\_\_\_  
Vice-Chancellor  
Univ. of Southern Queensland

6/9/98  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Murray State University does not discriminate on the basis of race, color, national origin, sex, religion, marital status, age or disability in employment or the provision of services, educational programs and activities, and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.

**AGREEMENT BETWEEN  
MURRAY STATE UNIVERSITY  
AND  
UNIVERSITY OF SUNDERLAND**

**INTRODUCTION**

Murray State University and the University of Sunderland, recognizing the value of educational interchange and the benefits of collaboration, renew, through this agreement, a commitment to cooperation and the development of cooperative programs.

**OBJECTIVE**

The objective of this cooperative relationship is to improve the educational programs of both institutions through a systematic exchange of academic and professional staff and students and through collaboration in instruction, research, and other scholarly activities.

**SECTION 1: GENERAL TERMS AND CONDITIONS**

**Article 1**

Both institutions will work to promote cooperative enterprises in all areas of common interest.

**Article 2**

The terms and conditions of specific cooperative projects will be negotiated between the two institutions.

**Article 3**

In general, programs between the two institutions will be based on the principle of reciprocity.

**Article 4**

This agreement, as well as changes in the agreement, will be undertaken based on mutual consent.

**Article 5**

This renewal agreement will become effective when it is signed by the authorized representatives of both institutions and approved by the governing council of each institution.

**Article 6**

Each institution will receive a signed, original copy of the agreement.

#### Article 7

At Murray State University, programs under the agreement will be coordinated through the Center for International Programs, and at the University of Sunderland, by the Centre for International Education.

#### Article 8

The coordinating unit of each institution will designate representatives to plan and organize a program of activities implementing the agreement. These representatives will have the broadest possible latitude in drawing up the terms of the exchange, which terms shall then be subject to review and acceptance of the governing board of each institution.

#### Article 9

This agreement shall continue for an indefinite period, but may be terminated by either Murray State University or by the University of Sunderland through official, written notification duly signed by the presiding officer of the notifying party.

The contract term extends beyond the biennium and hence is subject to continued appropriations by the Kentucky state legislature.

### SECTION 2: EXCHANGE OF ACADEMIC AND PROFESSIONAL STAFF

#### Article 10

At least three months prior to a staff exchange, the authorized representative of the host institution must approve the exchange, in writing, including the responsibilities of the exchange participants, the period of the exchange, and any other conditions governing the terms of the exchange.

#### Article 11

The home institution will pay staff their usual salary while they are participants in the exchange program.

#### Article 12

Costs of travel/transportation for exchange participants will be effected under the following conditions:

- a) Participating staff or their home institution will be responsible for costs of participants' international travel.
- b) The host institution will attempt within the limits of its budget to assist visiting staff in covering the costs of attending relevant professional meetings and activities in the vicinity of the host institution.
- c) The host institution will not be responsible for the personal travel costs of visiting staff.

#### Article 13

All exchange participants must obtain comprehensive medical insurance, including coverage for accidental death or dismemberment, medical evacuation, and repatriation. Documentation of insurance coverage must be submitted before exchange visits are approved.

#### Article 14

The host institution will assist visiting staff in locating housing. Costs of board and lodging will be borne by the exchange participant. Whenever possible, direct exchange of housing by participants will be encouraged.

#### Article 15

Host institutions will not be responsible for the personal expenses of visiting staff.

### SECTION 3: EXCHANGE OF STUDENTS

#### Article 16

At least three months prior to a student exchange, the authorized representative of the host institution must approve, in writing, the exchange, including the responsibilities of the exchange participant, the period of the exchange, and any other conditions governing the terms of the exchange.

#### Article 17

The institution receiving students on exchange must submit a written assessment of each student's academic work (transcripts, grade report), including descriptions of courses taken and level and quality of performance, within 30 days after the student's exchange experience is completed.

#### Article 18

Exchanges will be effected on a one-for-one basis.

#### Article 19

Student exchange participants will pay the costs of food, lodging, and tuition at the university where they normally study and will receive those services at the host university at no additional cost.

#### Article 20

Students will be responsible for their personal expenses, medical insurance, travel, and other incidental expenses. The authorized representative of the host institution will notify the students, in writing, of exchange participants' responsibilities.

Article 21

All exchange participants must submit, in writing, evidence of comprehensive medical insurance including coverage for accidental death or dismemberment, medical evaluation, and repatriation. This documentation must be submitted to the host institution either before or immediately upon arrival.

SECTION 4: SPECIAL TERMS AND CONDITIONS

Article 22

Special efforts will be undertaken to arrange cooperative ventures beyond the direct exchange of staff and students, including educational research projects, exchange of teaching resources, and cooperative curriculum development efforts.

Article 23

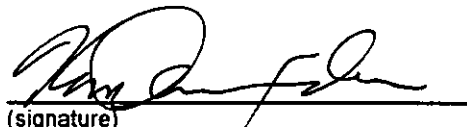
The designated representatives of each institution will develop a plan of implementation for special activities that are jointly undertaken.

SIGNED:

For Murray State University

Kern Alexander

name (printed)



(signature)

President

Murray State University  
Murray, Kentucky USA

Date

6/9/98

For the University of Sunderland

\_\_\_\_\_  
name (printed)

\_\_\_\_\_  
(signature)

Vice-Chancellor  
University of Sunderland  
Sunderland, England UK

\_\_\_\_\_  
Date

Murray State University does not discriminate on the basis of race, color, national origin, sex, religion, marital status, age or disability in employment or the provision of services, educational programs and activities, and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.





## **MURRAY STATE UNIVERSITY**

*Office of the Provost and Vice President for Academic Affairs*

**RE:** Post Tenure Review

**DATE:** May 12, 1998

**TO:** President Kern Alexander

**FROM:** James L. Booth  
Provost

At the February 20, 1998, meeting of the Board of Regents, the Board passed a resolution requesting the university conduct a review of the status of Post Tenure Review in higher education. The resolution is as follows:

### **RESOLUTION**

**WHEREAS, Post Tenure Review is currently being considered by the Kentucky State Legislature; and**

**WHEREAS, Post Tenure Review is a controversial issue in higher education and of vital importance to faculty;**

**THEREFORE, BE IT RESOLVED that the Murray State University Board of Regents requests the university to conduct a review to determine the status of Post Tenure Review at other institutions and systems of higher education in other states.**

A faculty committee chaired by Coy Harmon, Dean of Libraries, and staffed by Fugen Muscio spearheaded the effort. The committee consisted of:

Buddy Krizan, Business and Public Affairs  
Bill Price, Education  
Renee Campoy, Education  
Ann Landini, Faculty Senate

Dick Dougherty, Fine Arts and Communication  
Joe Cartwright, Humanistic Studies  
Linda Bouck, Industry and Technology  
Marcia Hobbs, Science

The enclosed report is based on 12 relevant questions formulated by the post tenure review committee. The committee was comprehensive in their review and the most common issues and solvent points are covered in the report.

Enclosure

## **POST-TENURE REVIEW STATUS REPORT**

### **1. How many institutions have post-tenure review?**

There is no source of information the committee could find to provide a definitive answer to this question. However, 280 institutions responded to a 1997 survey conducted by the University of North Carolina. Sixty-nine percent of the respondents indicated that they were implementing some kind of change in the tenure review process. Fewer than one-third of those are implementing a post-tenure review.

A 1996 report indicates that post-tenure review was under discussion by at least one public institution in each of twenty-eight states.

### **2. How often are faculty reviewed in post-tenure review?**

Most post-tenure reviews are done on a five or seven year cycle. Three and four year cycles are common.

### **3. What is evaluated or reviewed?**

If the post-tenure review is "faculty driven," the review typically looks at teaching, research/scholarship, and service for purposes of faculty development, revitalization of programs and redirection of faculty energies to meet changing needs and goals. If the review is mandated by the administration, governing board, etc., it generally takes a managerial or fiscal outlook aimed at imposing a corporate model of accountability on the academic process.

### **4. How is the review conducted?**

Post-tenure reviews generally follow the same processes as found in annual reviews. Portfolios, teaching files, student evaluations, and other relevant documentation are reviewed. The reviews typically follow appointment expectations and requirements although personal development plans are more in evidence. External evidence is also commonly sought.

### **5. Who conducts the reviews?**

Reviews are generally conducted by peers and administrators at the department level and higher. This varies quite a bit depending on the reason for the review. If reviews are required for all tenured faculty, they follow a standard process much like the processes found in annual reviews. If the reviews are mandated in response to a problem, they may be done by special committees within a department, college or campus-wide.

**6. Who is actually reviewed?**

This varies widely. In some institutions, all tenured faculty are reviewed (usually beginning at the department level). In others, including the University of Kentucky, only the faculty in some areas or departments are reviewed. In some cases, post-tenure review is initiated only if "deficiencies" are in evidence as a result of other performance evaluations. This process singles out individual faculty members.

**7. What is the purpose or intended outcome of post-tenure review?**

The literature reviewed identifies three basic outcomes:

- 1.) Assurance of continued productivity and quality;
- 2.) Resolution of problems or determination of developmental steps to be taken; and
- 3.) Public accountability.

The literature indicates that all three may result in the removal of a faculty member who is unproductive or whose performance is unsatisfactory according to the guidelines and definitions of the department, institutions or the agency which imposed the review.

**8. How do faculty view post-tenure review?**

Faculty response varies according to the nature of the review and the expected outcomes. Reviews by peers to assure continued efforts and productivity are generally well received. Reviews in response to special problems or unsubstantiated need are seen as punitive or intimidating. Many tenured faculty receive periodic performance evaluations anyway and do not see the need to change the system or initiate yet another level of review. There is considerable debate over the intended end result vs. the actual results. A special review process may lead to serious punitive outcomes, intended or not.

Many faculty see the "developmental" aspects as entirely suspect if funds for genuine developmental efforts and programs are not available.

**9. How do administrators view post-tenure review?**

Addressing this question in general terms, academic area administrators tend to see post-tenure review as a developmental process. Governing boards and legislative bodies tend to see post-tenure review as budgeting or fiscal tool and as a means to impose rules or standards on faculty conduct and products.

**10. What principles tend to guide post-tenure review processes and outcomes?**

Most post-tenure initiatives come from levels above the academic structure of an institution (e.g., administration, governing boards and legislative bodies). Academic literature maintains that if post-tenure review is not created and driven by faculty, then the process will not be effective. Any meaningful post-tenure review process needs a commitment of professional development funds or it may evolve into a purely punitive process.

**11. What costs are involved in post-tenure review?**

Depending on how post-tenure review is structured and managed, the cost could range from minimal to a great deal. If post-tenure review is a component of annual or periodic performance evaluations, the cost will be less since the review process and agencies are already in place. If a special post-tenure review process is adopted, the cost will rise depending on the frequency of the reviews, where the reviews are initiated, the use of additional reviewing agencies or committees, and the availability of developmental funds.

**12. What is the future of post-tenure review?**

In an age of accountability, post-tenure review will continue as a hotly debated issue with an increasing number of institutions entering into the debate. Some institutions are simply including all tenured faculty in the annual or periodic reviews already in place. The position of the American Association of University Professors is that "post-tenure review ought to be aimed not at accountability and efficiency, but at faculty development. Post-tenure review must be developed and carried out by faculty. Post-tenure review must be conducted according to standards that protect academic freedom and the quality of education."

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Silo (Harvester) (building #203) which contains 223 square feet and is located at the West Farm; and

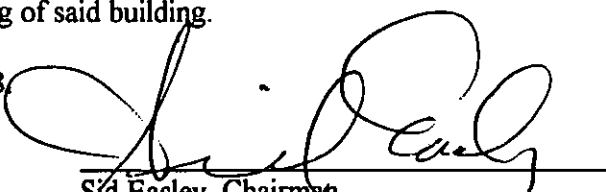
**WHEREAS**, said Silo (Harvester) was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be sold as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be sold for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize selling of said building.

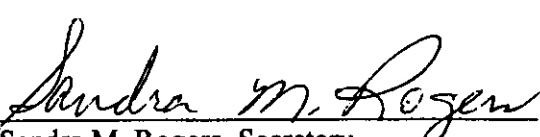
THIS, the 4th day of June 1998.

  
Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

  
Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Silo (Concrete) (building #211) which contains 239 square feet and is located at the West Farm; and

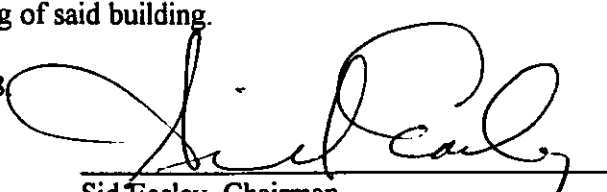
**WHEREAS**, said Silo (Concrete) was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be sold as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be sold for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize selling of said building.

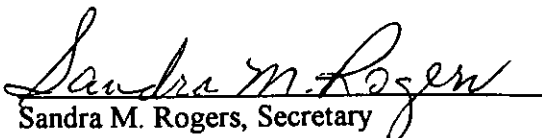
THIS, the 4th day of June 1998.

  
Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

  
Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Pole Barn (building #213) which contains 4,814 square feet and is located at the West Farm; and

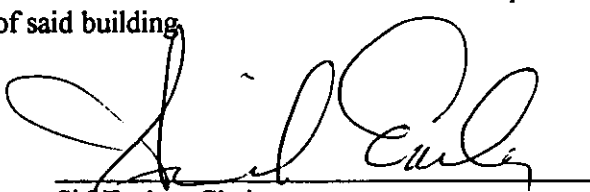
**WHEREAS**, said Pole Barn was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building

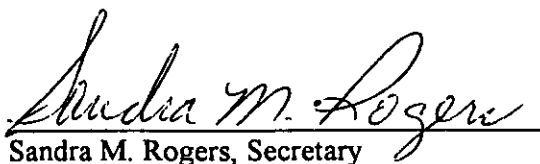
THIS, the 4th day of June 1998.

  
\_\_\_\_\_  
Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

  
\_\_\_\_\_  
Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

### RESOLUTION AND ORDER

**WHEREAS**, there is a certain building known as the Tobacco Barn (building #214) which contains 1,061 square feet and is located at the West Farm; and

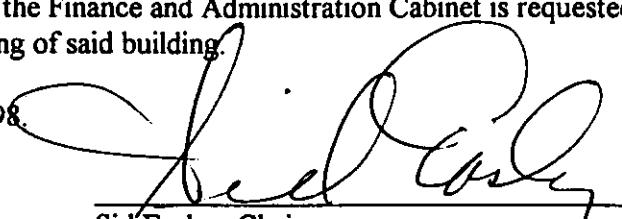
**WHEREAS**, said Tobacco Barn was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building.

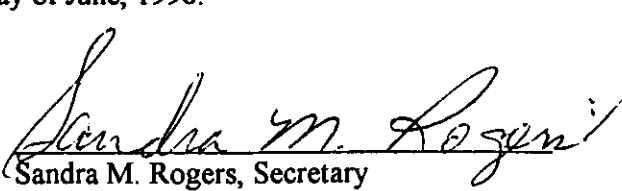
THIS, the 4th day of June 1998.

  
Sid Easley, Chairman  
Board of Regents  
Murray State University

### Certification

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

  
Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071



**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Tool Shed (building #206) which contains 986 square feet and is located at the West Farm; and

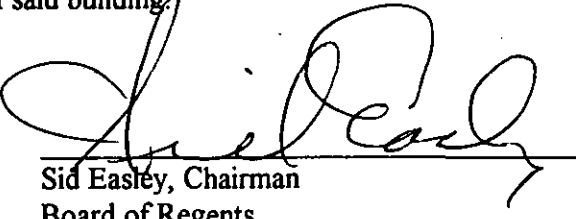
**WHEREAS**, said Tool Shed was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building.

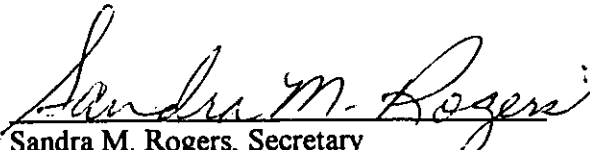
THIS, the 4th day of June 1998.

  
Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

  
Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Farrowing House (building #301) which contains 2,510 square feet and is located at the North Farm; and

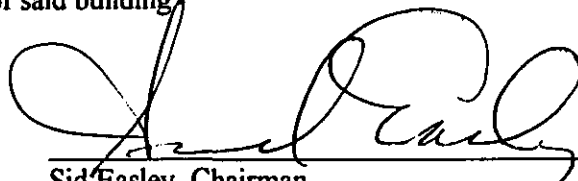
**WHEREAS**, said Farrowing House was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building.

THIS, the 4th day of June 1998.

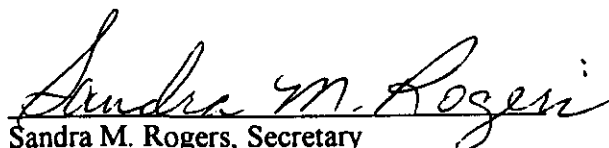


Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.



Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Hog Parlor (building #302) which contains 2,400 square feet and is located at the North Farm; and

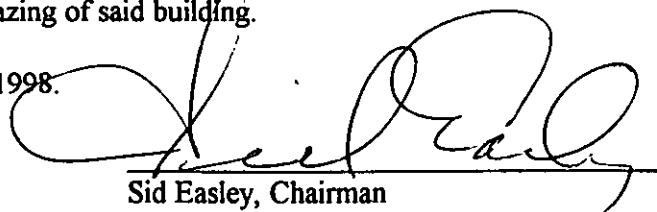
**WHEREAS**, said Hog Parlor was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building.

THIS, the 4th day of June 1998.

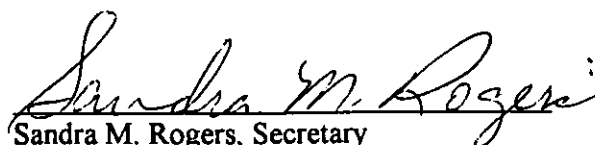


Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.



Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Swine Experiment Station (building #303) which contains 896 square feet and is located at the North Farm; and

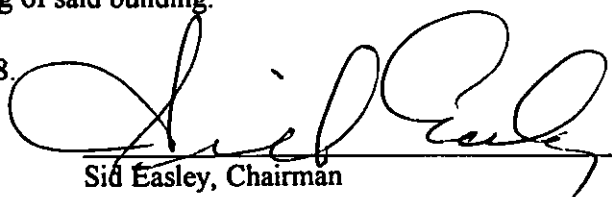
**WHEREAS**, said Swine Experiment Station was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building.

THIS, the 4th day of June 1998.

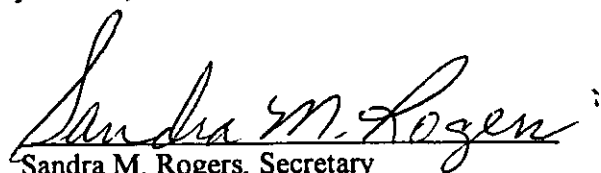


Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.



Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Cow Barn (building #304) which contains 4,474 square feet and is located at the North Farm; and

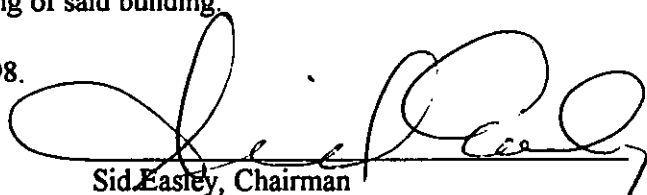
**WHEREAS**, said Cow Barn was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building.

THIS, the 4th day of June 1998.

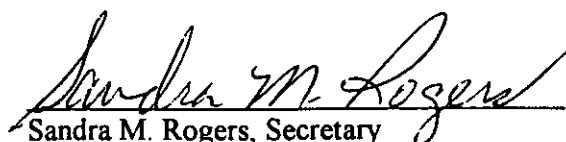


Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.



Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Storage Building (building #305) which contains 2,203 square feet and is located at the North Farm; and

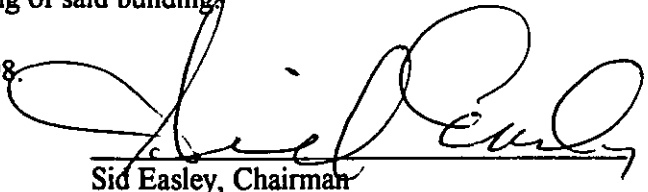
**WHEREAS**, said Storage Building was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building.

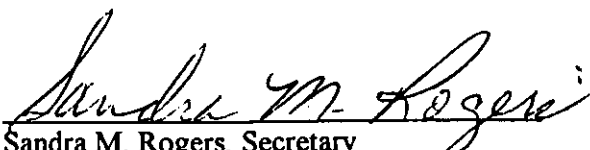
THIS, the 4th day of June 1998.

  
Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

  
Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a certain building known as the Cow Shelter (building #308) which contains 955 square feet and is located at the North Farm; and

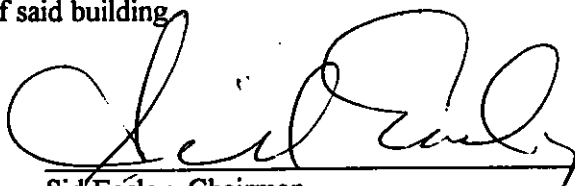
**WHEREAS**, said Cow Shelter was constructed to support the academic program of the Department of Agriculture at Murray State University; and

**WHEREAS**, the Administration of Murray State University has made written request that the Board of Regents enter its order authorizing the disposition of the above mentioned property; and

**WHEREAS**, said building should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575 (7), be razed as it no longer is serviceable for its intended purpose.

**NOW THEREFORE**, it is hereby determined that said building be razed for the reason as indicated above, and the Secretary of the Finance and Administration Cabinet is requested to take the necessary action to authorize razing of said building

THIS, the 4th day of June 1998.

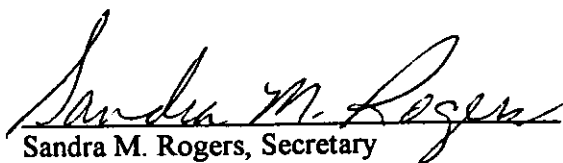


Sid Easley, Chairman  
Board of Regents  
Murray State University

**Certification**

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.



Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a track of land located at Brentwood and Poplar Streets, Murray, Kentucky, that contains approximately seven (7) acres; and

**WHEREAS**, said land, because of its particular location, has special significance for academic purposes in relation to the continuing development of Murray State University; and

**WHEREAS**, the administration of Murray State University has made written request that the Board of Regents enters its order authorizing acquisition of above mentioned property; and

**WHEREAS**, said land should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575(7), be acquired, developed and maintained for the University's purposes as a potential location to expand parking and to construct a residential housing facility as part of Murray State University; and

**WHEREAS**, it is hereby determined that said land is beneficial for the University's use, as indicated above, and the University's administration and any other appropriate governmental bodies are requested to take the necessary action to acquire the property at no more than the appraised value.

**THIS, the 4th day of June, 1998.**

A handwritten signature in black ink, appearing to read "Sid Easley", is written over a horizontal line.

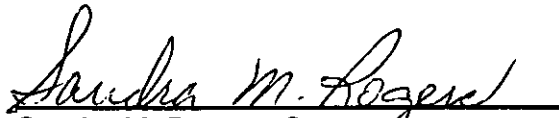
Sid Easley, Chairman  
Board of Regents  
Murray State University



# CERTIFICATION

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

A handwritten signature in cursive script, reading "Sandra M. Rogers", is written over a horizontal line.

Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a track of land located at 907 Waldrop Drive, Murray, Kentucky, that contains approximately 22,800 square feet and one building containing approximately 1,323 square feet; and

**WHEREAS**, said land, because of its particular location, has special significance for academic purposes in relation to the continuing development of Murray State University as has been previously approved by the Board of Regents in the Campus Master Plan of 1993; and

**WHEREAS**, the administration of Murray State University has made written request that the Board of Regents enters its order authorizing acquisition of above mentioned property; and

**WHEREAS**, said land should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575(7), be acquired, developed and maintained for the University's purposes as a potential housing or other facility as part of Murray State University; and

**WHEREAS**, it is hereby determined that said land is beneficial for the University's use, as indicated above, and the University's administration and any other appropriate governmental bodies are requested to take the necessary action to acquire the property at no more than the appraised value.

**THIS, the 4th day of June, 1998.**

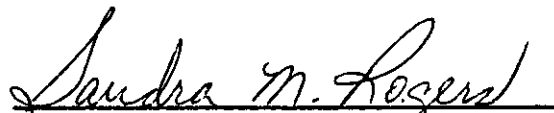


Sid Easley, Chairman  
Board of Regents  
Murray State University

## CERTIFICATION

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.



Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

**RESOLUTION AND ORDER**

**WHEREAS**, there is a track of land located at 2009 College Farm Road, Murray, Kentucky, that contains approximately 49.92 acres and two buildings containing approximately 2,370 square feet; and

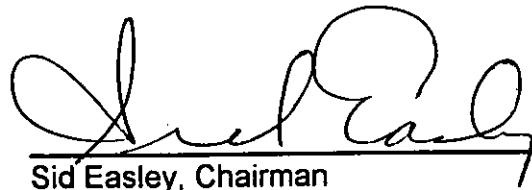
**WHEREAS**, said land, because of its particular location, has special significance for academic purposes in relation to the continuing development of Murray State University; and

**WHEREAS**, the administration of Murray State University has made written request that the Board of Regents enters its order authorizing acquisition of above mentioned property; and

**WHEREAS**, said land should, in the judgment of this Board of Regents, pursuant to its duties and functions set out in KRS 164A.575(7), be acquired, developed and maintained for the University's purposes; and

**WHEREAS**, it is hereby determined that said land is beneficial for the University's use, as indicated above, and the University's administration and any other appropriate governmental bodies are requested to take the necessary action to acquire the property at no more than the appraised value.

**THIS, the 4th day of June, 1998.**

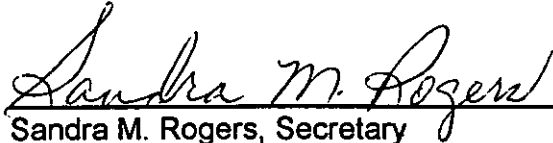


Sid Easley, Chairman  
Board of Regents  
Murray State University

# CERTIFICATION

I, Sandra M. Rogers, Secretary of the Board of Regents of Murray State University, hereby certify that the above resolution was adopted by the Board of Regents at its meeting held on June 4, 1998.

Witness my hand and seal, this 4th day of June, 1998.

A handwritten signature in cursive script, reading "Sandra M. Rogers", is written over a horizontal line.

Sandra M. Rogers, Secretary  
Board of Regents  
Murray State University  
Murray, KY 42071

LEASE

THIS LEASE, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 1998, between MURRAY STATE UNIVERSITY FOUNDATION, INC., a Kentucky non-profit corporation, P. O. Box 9, Murray, KY 42071, as Lessor (hereinafter "the Foundation"), and the COMMONWEALTH OF KENTUCKY, for the use and benefit of MURRAY STATE UNIVERSITY (hereinafter "MSU");

WITNESSETH

That for and in consideration of the rentals to be paid by MSU to the Foundation and the performance of other covenants set out herein, the Foundation does hereby lease to MSU, for the use and benefit of the Murray State University Department of Agriculture, the property hereinafter referred to as the "Pullen Greenhouse Property" "greenhouse property", or "premises" being a portion of the acreage which was conveyed to the Murray State University Foundation by Harold Glenn Doran, Sr., Executor of the Estate of Mable Garrett Pullen, by deed dated December 12, 1996, appearing of record in Deed Book 244, at Page 454, in the Calloway County Clerk's office, and more particularly described as follows:

From a 1/2" diameter rebar found in the south line at Kentucky Highway 94 (West Main Street), located 91.00' east of the centerline of North 18th Street, the northwest corner of the Michael Clark property (Deed Book 170, Card 1208) and the northeast corner of the property described herein; thence, with Clark's west line and generally along an existing fence, south 03° 26' 06" west 494.95' to a 1/2" diameter rebar found, the southwest corner of said Clark property;

Beginning with said rebar thence, 400.00' south 03° 26' 06" east; thence, 300.00' north 86° 19' 42" east; thence 400.00' north 03° 26' 06" west; thence, 300.00' south 86°

19' 42" west to point of beginning northwest corner.

This tract contains approximately 2.7548 acres, and is depicted generally in Attachment A hereto.

It is agreed by and between the Foundation and MSU as follows:

1. **Term of Lease.** The term of this Lease shall be for a term of thirty (30) years, commencing on the date of execution. Upon expiration of the initial Lease term, this agreement shall be automatically extended on the same terms and conditions for additional terms of five (5) years, unless either party provides written notice to the other ninety (90) days prior to the expiration of the initial Lease term or any extension thereof of its intent not to extend the Lease term.

2. **Rental.** As consideration for this Lease, MSU agrees to pay as rental for the property One Dollar (\$1.00) per year, payable without demand, on the first day of July of each year of the term of this Lease.

3. **Surrender of Possession.** MSU agrees to surrender possession and occupancy of the premises peaceably at the termination of the Lease.

4. **Transfer of Pullen Greenhouse Property/Warranty of Foundation.** If the Foundation should sell or otherwise transfer title to the Pullen Greenhouse Property, it will do so subject to the provisions of this Lease.

The Foundation warrants that, as of the effective date of this Lease, there are no mortgages, liens, or other charges of any nature encumbering the greenhouse property. No such mortgage,

lien, or other charge will be allowed to encumber the greenhouse property without the written consent of MSU.

5. **Heirs and Successors.** This Lease is binding upon the successors and assigns of the parties and can only be amended in writing properly executed by all parties.

6. **Right to Sublease.** MSU shall not sublease the greenhouse property or any part thereof, or assign this Lease, without the Foundation's prior written consent.

7. **General Maintenance.** MSU agrees to maintain the premises in a clean and sanitary condition at all times, and to return the greenhouse property in as good condition as when received from the Foundation, reasonable wear and tear excepted.

8. **Damage to Property, Environmental Damage, and Waste.** MSU agrees that its representatives, sublessees, or persons on the premises with the permission of MSU will not destroy, deface, damage, impair, or remove any part of the greenhouse property, disturb the peace, commit unlawful acts on the premises, or permit any use of the premises which is in violation of deed restrictions, zoning regulations, or other applicable law.

MSU shall not cause or permit any environmental damage to the greenhouse property. MSU shall not cause or permit any hazardous waste to be placed on the greenhouse property or contamination to the greenhouse property, and in the event there is any contamination of the greenhouse property as a result of use by MSU, MSU shall be responsible, to the extent allowed by law, for cleaning up the greenhouse property to meet state and federal



regulations and for any penalties imposed as a result of the contamination and the cost of defense of the Foundation as the result of any contamination of the greenhouse property by MSU or its representatives. The Foundation warrants that, as of August 26, 1997, there was no environmental damage or waste upon the greenhouse property.

MSU will not commit waste on the Pullen Greenhouse Property and will use due care to prevent others from so doing.

9. **Liability for Injury or Damage.** The Foundation shall not be liable for personal injury or property damage resulting from the use of the greenhouse property by MSU, its representatives, sublessees, licensees, or invitees, other than damages resulting directly from the acts or omissions of the Foundation or its representatives. To the extent permitted by law and except for the Foundation's own acts or omissions, MSU will indemnify and hold harmless, and pay the cost of defense of any action against, the Foundation as a result of MSU's use of the Pullen Greenhouse Property.

10. **Liability Insurance.** The Foundation will obtain liability insurance which shall provide for coverage at the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and at the minimum amount of Two Million Dollars (\$2,000,000.00) in the aggregate. The Foundation, MSU, and the Commonwealth of Kentucky, and their Boards, agents, and employees, will be named insureds thereunder. The cost therefor will be reimbursed by MSU.

11. **Timber.** MSU agrees that it will not cut any timber

located on the Pullen Greenhouse Property.

12. **Taxes.** The Foundation shall be responsible for all taxes, assessments, or other governmental charges imposed during the term of the Lease. Such costs will be reimbursed by MSU.

13. **Right of Entry.** Upon giving reasonable notice to MSU, representatives of the Foundation may enter upon the Pullen Greenhouse Property at all reasonable times to view and inspect the same.

14. **No Partnership Created.** This Lease shall not be deemed to give rise to a partnership relation, and no party shall have the authority to obligate another without written consent, except as specifically provided in this Lease.

15. **Control and Use of Property.** MSU shall have control over the greenhouse property during the term of the Lease, and shall be entitled to use the property for purposes of raising crops and/or plants for profit or for purposes of academic research and for necessary related purposes.

16. **Utilities and Other Services.** MSU shall provide for the costs of any utilities, property insurance, custodial services and maintenance, general academic operations, and for any other services as needed to occupy the premises. In the event such costs are paid by the Foundation, MSU shall reimburse the Foundation.

17. **Improvements to Property.** The Foundation expressly authorizes MSU to construct a greenhouse complex, as shown on Exhibits A, B and C hereto, as improvements at a location on the greenhouse property mutually agreeable to the parties hereto.

Additional improvements will be allowed only with express written approval of the Foundation. All such improvements made by MSU shall be in a good and workmanlike manner, and the cost of construction and the cost to operate and maintain each such improvement during the term of this Lease or any extension will be the sole responsibility of MSU. Upon the expiration of the Lease term or any extension thereof, or upon termination of the lease for any reason, MSU shall have the option to remove any improvements, but if removal causes any damage to the greenhouse property, it should be repaired to its condition prior to the placement of the improvements on the greenhouse property, normal wear and tear excepted. Any improvements not removed at the expiration of the Lease or any extension thereof shall become the property of the Foundation. The term "improvements" includes the greenhouses referred to herein.

In the event any improvements are taken by eminent domain during the term of the Lease or any extension thereof, MSU will be entitled to the portion of any award attributable to the improvements taken.

It will be the responsibility of MSU to secure appropriate insurance coverage for any improvements during the term of this Lease or any extension. In the event of a covered loss, any proceeds payable will inure solely to the benefit of MSU. Further, in the event of damage to or destruction of any such improvements, the decision whether to rebuild or restore the improvements will rest solely with MSU. In the event any decision is made not to

rebuild or restore the improvements, MSU will remove the improvements and/or debris therefrom.

18. **Entire Agreement.** This Lease contains the entire agreement of the parties hereto and shall not be modified in any manner, except by an instrument in writing executed by the parties hereto. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. This Lease amends the previous Lease between Murray State University Foundation, Inc., and Murray State University entered into August 26, 1997.

19. **Default.** In the event of any default hereunder by MSU, the Foundation will provide MSU with written notice thereof demanding that said default be cured within twenty (20) days of receipt of said notice. If the default is not so cured, the Lease shall be deemed terminated. Written notice will be given via certified mail, return receipt requested, to the MSU Vice President for Administrative Services.

20. **Authority to Sign Lease.** The individuals signing this agreement attest to their authority to bind the entities they represent.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

MURRAY STATE UNIVERSITY  
FOUNDATION, INC.

By: \_\_\_\_\_  
Thomas I. Miller  
Executive Director

MURRAY STATE UNIVERSITY

By: \_\_\_\_\_  
Thomas W. Denton  
Vice President,  
Administrative Services

APPROVED AS TO FORM  
AND LEGALITY:

HAVE SEEN AND APPROVED:

COMMONWEALTH OF KENTUCKY FINANCE  
AND ADMINISTRATION CABINET

\_\_\_\_\_  
Attorney  
Finance and Administration  
Cabinet

By: \_\_\_\_\_  
John McCarty, Secretary

STATE OF KENTUCKY            )  
                                  )  
COUNTY OF \_\_\_\_\_  )

The foregoing Lease was subscribed and sworn to and  
acknowledged before me by THOMAS I. MILLER, the Executive Director  
of MURRAY STATE UNIVERSITY FOUNDATION, INC., the Lessor herein, on  
this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF KENTUCKY            )  
                                  )  
COUNTY OF \_\_\_\_\_ )

The foregoing Lease was subscribed and sworn to and  
acknowledged before me by THOMAS W. DENTON, Vice President,  
Administrative Services, of MURRAY STATE UNIVERSITY, the Lessee  
herein, on this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF KENTUCKY            )  
                                  )  
COUNTY OF \_\_\_\_\_ )

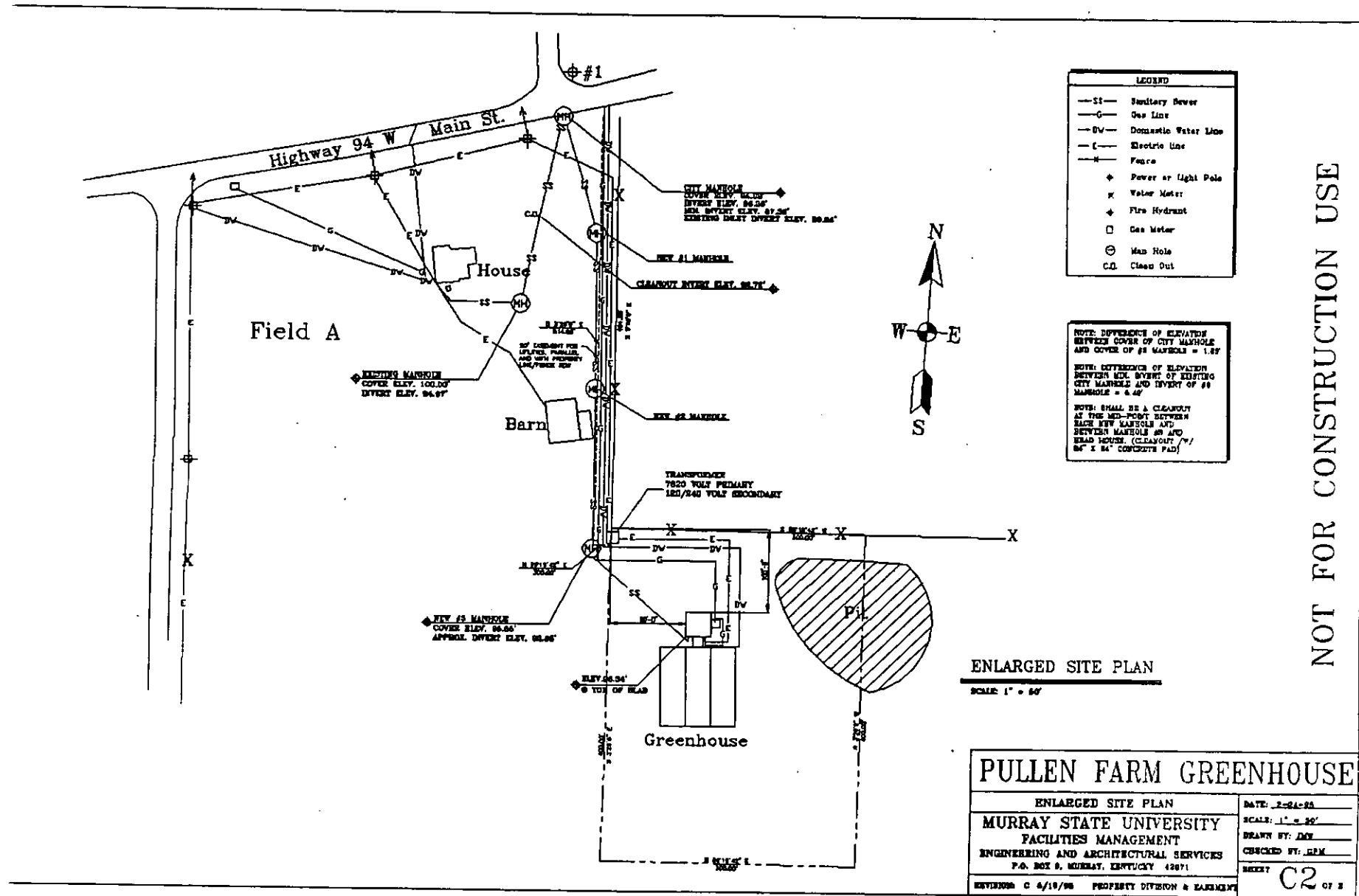
The foregoing Lease was subscribed and sworn to and  
acknowledged before me by JOHN McCARTY, Secretary, Commonwealth of  
Kentucky Finance and Administration Cabinet, on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 1998.

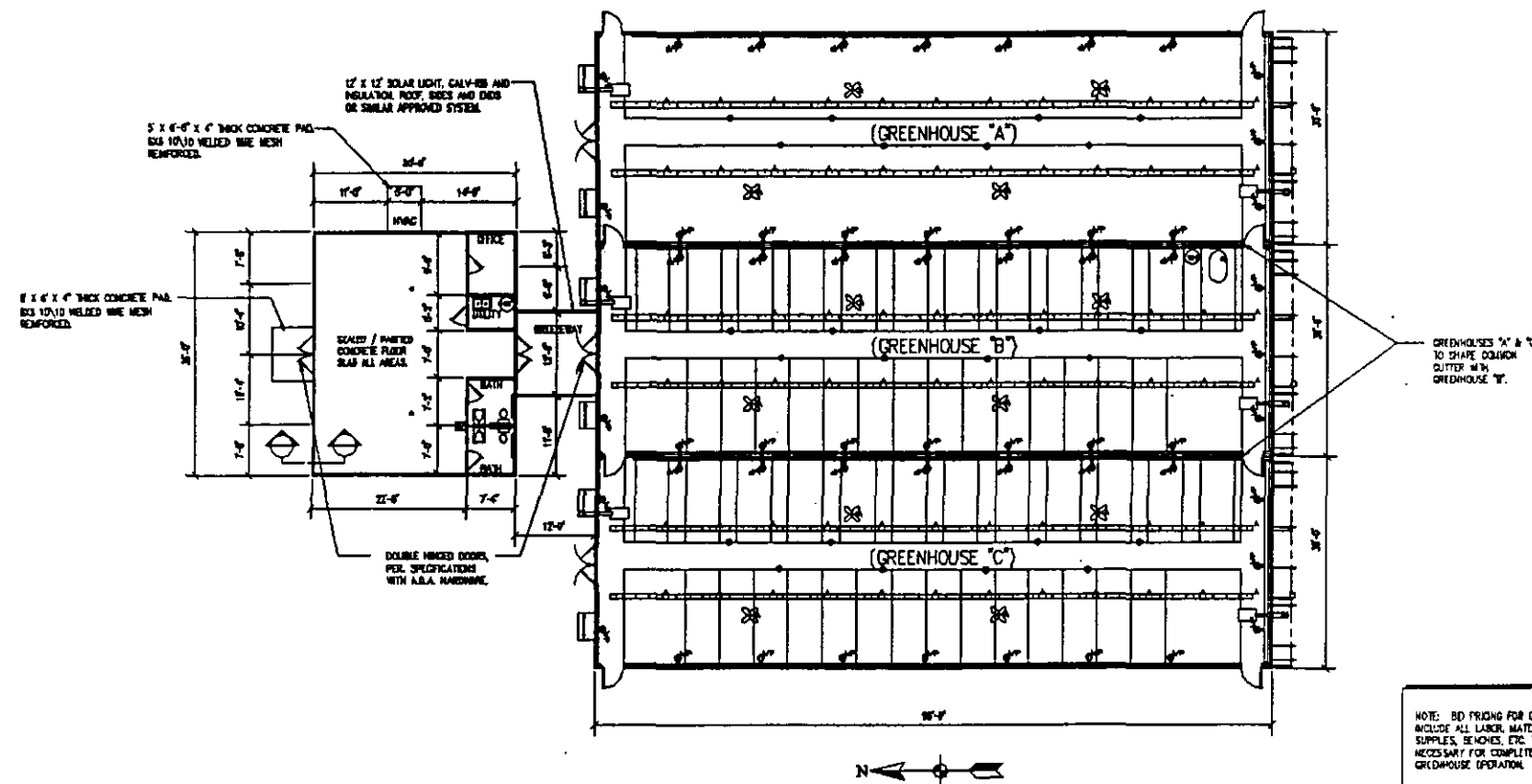
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
John P. Rall  
General Counsel  
Murray State University  
P. O. Box 9  
Murray, KY 42071  
(502) 762-3399

a:pullen2.lea





NOT FOR CONSTRUCTION USE

FLOOR PLAN

SCALE: 1/8" = 1'-0"

NOTE: ALL 1 DOOR, MATERIALS, EQUIPMENT, SUPPLIES, ETC. REQUIRED FOR THE "BREEZEWAY" ATTACHMENT TO THE BASE OF GREENHOUSE SHALL BE INCLUDED IN THE ALTERNATE BID "A" FOR THE HEAD HOUSE.

NOTE: INTERIOR WALLS TO BE CONSTRUCTED WITH 2" x 4" BOSS STUDS WITH 8'-0" UNFACED BATT INSULATION AND 1/2" DRYWALL EACH SIDE (PAINTED - 1 PRIMER COAT AND 2 FINISH COATS).

## PULLEN FARM GREENHOUSE

## FLOOR PLAN

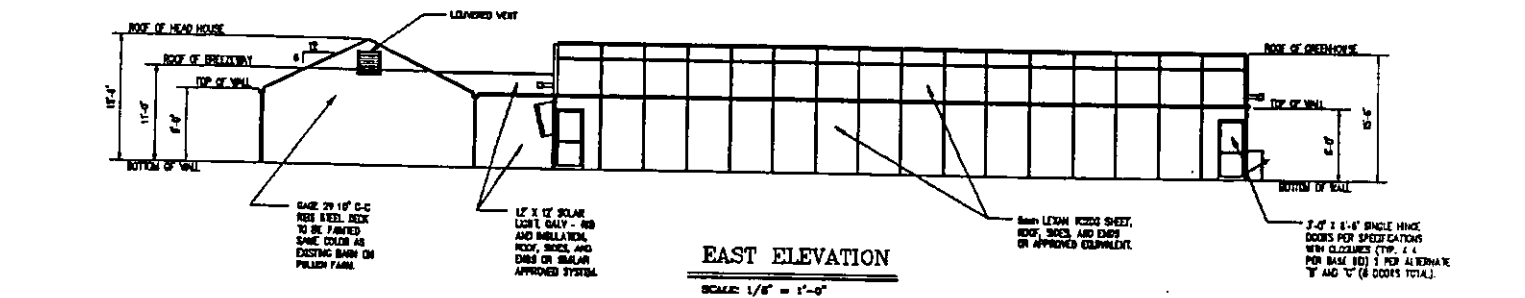
MURRAY STATE UNIVERSITY  
FACILITIES MANAGEMENT  
ENGINEERING AND ARCHITECTURAL SERVICES  
P.O. BOX 8, MURRAY, KENTUCKY 40371

REVISION: C 6/10/06 UPDATED

DATE: 8-24-05  
SCALE: 1/8" = 1'-0"  
DRAWN BY: JMK  
CHECKED BY: GPM  
SECRET

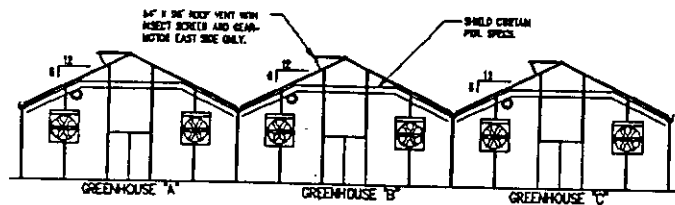
A1 of 3





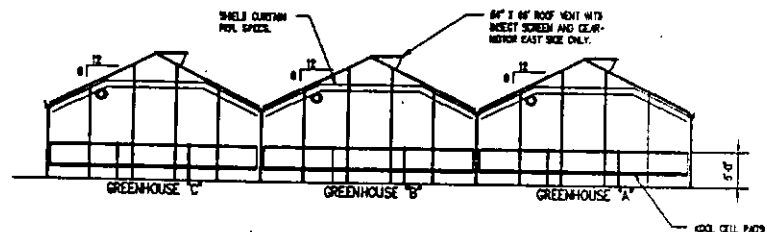
EAST ELEVATION

SCALE: 1/8" = 1'-0"



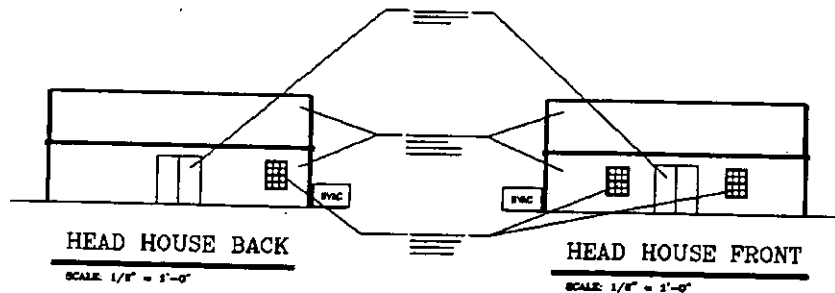
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



HEAD HOUSE BACK

SCALE: 1/8" = 1'-0"

HEAD HOUSE FRONT

SCALE: 1/8" = 1'-0"

# PULLEN FARM GREENHOUSE

GREENHOUSE ELEVATIONS	DATE: 3-24-98
MURRAY STATE UNIVERSITY	SCALE: 1/8" = 1'-0"
FACILITIES MANAGEMENT	DRAWN BY: JAC
ENGINEERING AND ARCHITECTURAL SERVICES	CHECKED BY: JPM
P.O. BOX 8, MURRAY, KENTUCKY 42071	SHEET
REVISION: 0 6/18/98 UPDATE	A3 OF 3

NOT FOR CONSTRUCTION USE

**AMENDED LEASE**

THIS AMENDED LEASE, entered into this the \_\_\_\_ day of \_\_\_\_\_, 1998, between MURRAY STATE UNIVERSITY FOUNDATION, INC., a Kentucky non-profit corporation, P. O. Box 9, Murray, KY 42071, as Lessor (hereinafter "the Foundation"), and MURRAY STATE UNIVERSITY for the use and benefit of the Murray State University Department of Agriculture, as Lessee (hereinafter "MSU");

**WITNESSETH**

For and in consideration of the rentals to be paid by MSU to the Foundation and the performance of other covenants set out herein, the Foundation does hereby lease to MSU, acting through the MSU Department of Agriculture, the property hereinafter referred to as the "Pullen Property" or "leased premises", being that certain house, barn, and acreage which was conveyed to the Murray State University Foundation by Harold Glenn Doran, Sr., Executor of the Estate of Mable Garrett Pullen, by deed dated December 12, 1996, appearing of record in Deed Book 244, at Page 454, in the Calloway County Clerk's office, and more particularly described as follows:

Legal description of a tract of land situated in the City of Murray, County of Calloway, State of Kentucky, being a part of the Southeast Quarter of Section 28, Township 2, Range 4 East and being further described as follows:

Beginning at a 1/2" diameter rebar found in the south line of Kentucky Highway 94 (West Main Street), located 91.00' east of the centerline of North 18th Street, the northwest corner of the Michael Clark property (Deed Book 170, Card 1208) and the northeast corner of the property described herein;

- thence: with Clark's west line and generally along an existing fence, south 03° 26' 06" west 494.95' to a 1/2" diameter rebar found, the southwest corner of said Clark property;
- thence: with the south line of Clark, the south line of the West Kentucky Monument, Inc. property, and the south line of the Michael Holton property, north 86° 19' 42" east 560.41' to a 1/2" diameter iron pipe found;
- thence: north 03° 08' 15" west 20.29' to a 3/4" iron pipe found, the southwest corner of the Bonnie Weldon property (Deed Book 159, Card 464);
- thence: with Weldon's south line, north 86° 09' 49" east 171.21' to a 3/4" iron pipe found in the west line of Hickory Drive;
- thence: 20' from and parallel to the centerline of Hickory Drive, south 04° 40' 48" east 40.79 a 1/2" diameter rebar set in the south line of Locust Street;
- thence: 20.00' from and parallel to the centerline of Locust Street, north 85° 47' 34" east 99.47' to a concrete monument found, the northwest corner of the Larry Benton property, (Deed Book 208, Page 437);
- thence: with the west line of said Benton property, the west line of the Wilkinson Subdivision, the west line of the Harold Speight Subdivision, the west line of the Sunset Court Subdivision, and the west line of Holly Bush Subdivision, south 03° 29' 12" east 1248.22' to a 1-1/2" diameter iron pipe found, the northeast corner of the Murray Independent School Board property (Murray High School);
- thence: with the north line of said Murray High School and along an existing chain link fence, south 85° 25' 58" west 1319.98' to a 3/4" iron pipe found in the east line of Doran Road (South 18th Street), the northwest corner of said High School property;
- thence: 31' from and parallel to the centerline of South 18th Street (Doran Road) north 03° 53' 24" west 1671.91' to a 1/2" diameter rebar set in the south line of Kentucky Highway 94 (West Main Street);

thence: 30' from and parallel to the centerline of Kentucky Highway 94, north 74° 52' 24" east 344.56' to a 1/2" diameter rebar set;

thence: north 71° 40' 05" east 168.04' to the point of beginning.

Less and except that portion consisting of approximately 2.7548 acres ("excepted property") described as follows:

Beginning with rebar located in the southwest corner of the Clark property; thence, 400.00' south 03° 26' 06" east; thence, 300.00' north 86° 19' 42" east; thence 400.00' north 03° 26' 06" west; thence, 300.00' south 86° 19' 42" west to point of beginning northwest corner.

The tract conveyed by this lease contains approximately 41.1149 acres, and is depicted along with the excepted property on Exhibit A hereto.

It is agreed by and between the Foundation and MSU as follows:

1. **Term of Amended Lease.** The lease term shall be year-to-year commencing on July 1, 1998. This Lease shall continue in effect year-to-year unless written notice of termination is given by either party to the other on or before April 15 preceding the end of a term. MSU reserves the right to cancel the Amended Lease for any reason with ninety (90) days notice thereof given in writing.

2. **Easement.** The parties hereto acknowledge that the excepted property described above is or will be the subject of a separate lease agreement ("separate lease") and that MSU intends to erect greenhouses on the excepted property. In the event this Amended Lease is not renewed or is terminated during the original

term or any extension of the separate lease, and in order to facilitate use of the excepted property under the separate lease, the parties agree that for the duration of the separate lease and any extension, MSU and its assignees and designees are granted an easement, which may be exercised without unreasonable interference, for the purpose of constructing, maintaining, and utilizing utilities on the real property described in numerical paragraph 18. In addition, in the event this Amended Lease is not renewed or is terminated during the original term or any extension of the separate lease, and in order to facilitate use of the excepted property under the separate lease, the parties agree that for the duration of the separate lease and any extension MSU and its assignees and designees are granted an easement which may be exercised without unreasonable interference, to enter and traverse the Pullen Property in order to have access to the excepted property.

3. **Rental.** As consideration for the Amended Lease of property described herein, MSU agrees to pay as rental for the leased premises One Dollar (\$1.00) per year, payable without demand, on the first day of July of each year of the term of the lease.

4. **Surrender of Possession.** Except as provided in paragraph 2, MSU agrees to surrender possession and occupancy of the leased premises peaceably at the termination of the lease term or any extensions.

5. **Transfer of Pullen Property.** If the Foundation should

sell or otherwise transfer title to the Pullen Property, it will do so subject to the provisions of this Amended Lease.

6. **Heirs and Successors.** This Amended Lease is binding upon the successors and assigns of the parties and can only be amended in writing properly executed by all parties.

7. **Right to Sublease.** MSU shall not sublease the property or any part thereof, or assign this Amended Lease except as provided herein, without the Foundation's prior written consent.

8. **General Maintenance.** MSU agrees to maintain the leased premises in a clean and sanitary condition at all times, and to return the leased premises in as good condition as when received from the Foundation, reasonable wear and tear excepted.

9. **Damage to Property, Environmental Damage, and Waste.** MSU agrees that its representatives, sublessees, or persons on the leased premises with the permission of MSU will not destroy, deface, damage, impair, or remove any part of the property, disturb the peace, commit unlawful acts on the leased premises, or permit any use of the leased premises which is in violation of deed restrictions, zoning regulations, or other applicable law.

MSU shall not cause or permit any environmental damage to the leased premises. MSU shall not cause or permit any hazardous waste to be placed on the leased premises or contamination to the leased premises, and in the event there is any contamination of the property as a result of use by MSU, MSU shall be responsible, to the extent allowed by law, for cleaning up the leased premises to meet state and federal regulations and for any penalties imposed as

a result of the contamination and the cost of defense of the Foundation as the result of any contamination of the leased premises by MSU or its representatives. The Foundation warrants that, as of August 26, 1997, there was no environmental damage or waste upon the leased premises.

MSU will not commit waste on the Pullen Property and will use due care to prevent others from so doing.

10. **Liability for Injury or Damage.** The Foundation shall not be liable for personal injury or property damage resulting from the use of the leased premises by MSU, its representatives, sublessees, licensees, or invitees, other than damages resulting directly from the acts or omissions of the Foundation or its representatives. To the extent permitted by law and except for the Foundation's own acts or omissions, MSU will indemnify and hold harmless, and pay the cost of defense of any action against, the Foundation as a result of MSU's use of the Pullen Property.

11. **Liability Insurance.** The Foundation will obtain liability insurance which shall provide for coverage at the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and at the minimum amount of Two Million Dollars (\$2,000,000.00) in the aggregate. The Foundation, MSU, and the Commonwealth of Kentucky, and their Boards, agents, and employees, will be named insureds thereunder. The cost therefor will be reimbursed by MSU.

12. **Timber.** MSU agrees that it will not cut the timber located on the Pullen Property.

13. **Taxes.** The Foundation shall be responsible for all

taxes, assessments, or other governmental charges imposed during the term of the Amended Lease. Such costs will be reimbursed by MSU.

14. **Right of Entry.** Upon giving reasonable notice to MSU, representatives of the Foundation may enter upon the Pullen Property at all reasonable times to view and inspect the same.

15. **No Partnership Created.** This Amended Lease shall not be deemed to give rise to a partnership relation, and no party shall have the authority to obligate another without written consent, except as specifically provided in this Amended Lease.

16. **Control and Use of Property.** MSU shall have control over the leased premises during the term of the Lease, and shall be entitled to use the leased premises for purposes of raising crops and/or plants for profit or for purposes of academic research and for necessary related purposes.

17. **Utilities and Other Services.** MSU shall provide for the costs of any utilities, property insurance, custodial services and maintenance, general academic operations, and for any other services as needed to occupy the leased premises. In the event such costs are paid by the Foundation, MSU shall reimburse the Foundation.

18. **Improvements to Property.** No permanent structures shall be constructed on the Pullen Property without the written consent of the Foundation.

Any improvements made by MSU shall be in a good and workmanlike manner, and upon the termination of the Amended Lease,



MSU shall have the right to remove any improvements not permanently affixed to the premises prior to the expiration of the Amended Lease. Any improvements not removed at the termination of the Amended Lease shall become the property of the Foundation. Any damage to the leased premises caused by removal of improvements should be repaired.

The Foundation does grant to MSU, and its assignees and designees, the right to construct, maintain, and utilize utilities in connection with use of the excepted property. These utilities shall be located on that portion of the leased premises conveyed hereunder consisting of a 20' strip running parallel with Clark's west line and generally along an existing fence, south 03° 26' 6" west 514.95 feet, as depicted generally on Exhibit A.

19. **Entire Agreement.** This Amended Lease contains the entire agreement of the parties hereto and shall not be modified in any manner, except by an instrument in writing executed by the parties hereto. If any term or provision of this Amended Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Amended Lease and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Amended Lease shall be valid and be enforced to the fullest extent permitted by law.

20. **Default.** In the event of any default hereunder by MSU, the Foundation will provide MSU with written notice thereof

demanding that said default be cured within twenty (20) days of receipt of said notice. If the default is not so cured, the Amended Lease shall be deemed terminated. Written notice will be given via certified mail, return receipt requested, to the MSU Vice President for Administrative Services.

21. **Authority to Sign Amended Lease.** The individuals signing this agreement attest to their authority to bind the entities they represent.

22. This Amended Lease amends the lease entered into between the parties dated August 26, 1997.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

**MURRAY STATE UNIVERSITY  
FOUNDATION, INC.**

By: \_\_\_\_\_  
Thomas I. Miller  
Executive Director

**MURRAY STATE UNIVERSITY**

By: \_\_\_\_\_  
Thomas W. Denton  
Vice President,  
Administrative Services

STATE OF KENTUCKY            )  
                                  )  
COUNTY OF \_\_\_\_\_ )

The foregoing Lease was subscribed and sworn to and acknowledged before me by THOMAS I. MILLER, the Executive Director of MURRAY STATE UNIVERSITY FOUNDATION, INC., the Lessor herein, on this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF KENTUCKY            )  
                                  )  
COUNTY OF \_\_\_\_\_ )

The foregoing Lease was subscribed and sworn to and acknowledged before me by THOMAS W. DENTON, Vice President, Administrative Services, of MURRAY STATE UNIVERSITY, the Lessee herein, on this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
John P. Rall  
General Counsel  
Murray State University  
P. O. Box 9  
Murray, KY 42071  
(502) 762-3399

a:Amended.lea



LEASE AGREEMENT BETWEEN  
THE COMMONWEALTH OF KENTUCKY,  
DEPARTMENT OF PARKS;  
MURRAY STATE UNIVERSITY; AND  
MARSHALL COUNTY

This Lease Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by and between the Commonwealth of Kentucky, acting by and through John P. McCarty, Secretary of the Finance and Administration Cabinet, for the use and benefit of the Department of Parks (hereinafter referred to as "Lessor"); Murray State University; and Marshall County (hereinafter referred to as the "Lessees");

WITNESSETH:

WHEREAS, Parks, the University, and the County mutually desire to undertake activities which will promote tourism, recreation, and economic development in the Purchase Area; and,

WHEREAS, the University Crew Program has 47 student members engaged in a rowing and conditioning program, with a goal to have 400 students at the University actively involved in the University Crew Program within the next two years; and,

WHEREAS, the University plans to utilize the Cherokee Park section of Kenlake State Resort Park for the University Crew Program to undertake organized rowing activities, including to host regattas which will bring other rowing clubs, e.g. the Louisville Rowing Club, to the University environs and the Purchase Area to participate in organized rowing competitions; and,

WHEREAS, there is located within Kenlake State Park an underutilized section known as the "Old Cherokee Park", consisting of approximately five acres of land, a parking lot, a boat ramp, a water tower (Building #38) and the old dining room building containing 1,248 square feet (Building #061); and,

WHEREAS, Parks has agreed to make the park facility available at the Cherokee Park section of Kenlake State Resort Park to the Lessees for the University Crew Program to use the Cherokee

Park section for crew training, organized rowing activities, and regattas at Kenlake State Resort Park;  
and,

WHEREAS, the County intends to undertake some of the new infrastructure construction to support the development of the University Crew Program and its organized rowing activities; and,

WHEREAS, the parties to this Agreement intend for the Cherokee Park section of Kenlake State Resort Park to continue to be used for other activities in addition to the organized activities of the University Crew Program upon consultation among Parks' management, the University Crew Program, and the director of the University Curris Center and Student Life; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. EFFECTIVE DATE AND DURATION

This Lease Agreement shall be effective from the date of its execution by the Secretary of the Finance and Administration Cabinet. The duration of this Lease Agreement shall extend to June 30, 2002, with an option to renew for an additional five year period upon written mutual consent of the parties.

2. PURPOSE

- (a) The sole purpose of this Agreement is to lease the Old Cherokee Park, described in "Exhibit A" and the improvements thereon, for the purpose of renovating, maintaining, and operating the Old Cherokee Park for activities associated with the Lessee's Rowing Crew Program, including, but not limited to training, conditioning and practice and to conduct organized rowing activities, regattas, and other competitions upon the permitted premises. No alteration in the stated use of the leased premises shall occur without the prior written consent of the Lessor. This Agreement shall be amended pursuant to Section 15 to reflect any change in the above stated use.

- (b) It is understood and agreed by the parties that the Lessee shall be permitted to renovate or alter the above-described structures, subject to the terms and conditions stated in Section 4 of this Agreement, as deemed necessary and reasonable by both parties to accomplish the above-stated purpose. The Lessees are authorized to construct a boathouse, and a specialized dock upon the leased premises, subject to the terms and conditions stated in Sections 4, 5, and 6. The Lessees further agree that they will not create or maintain any public nuisance or other conditions not befitting public property.
- (c) The Lessees' operations shall be equal to or exceed the quality of the operations at other Kentucky state parks.
- (d) The Department of Parks may utilize the Old Cherokee Park facility with notice to Lessees.

3. UTILITIES AND SEWAGE

Lessees shall provide, at their own cost and expense, any and all utilities and sewage facilities necessary for the Lessees' operations, including all necessary hookup and the transfers of utilities into the Lessees' own name.

4. ALTERATIONS/RENOVATIONS OF LEASED PREMISES

- (a) The parties hereto agree that the Old Cherokee park improvements are to be leased in their "as is" condition. In consideration of this Agreement, the Lessees shall, at their sole expense, construct a boathouse and a specialized dock upon the leased premises and renovate/repair the improvements located on the leased premises, at their own cost.
- (b) All improvements, alterations, renovations, or repairs to the leased premises shall be subject to all applicable buildings codes of the Commonwealth of Kentucky, including the "Americans with Disabilities Act". This shall include any and all building

inspections which are required by law to be performed prior to commencement of the Lessees' operations in the renovated or altered property.

- (c) Any new construction of improvements or structural alteration and renovation or major repair of the existing improvements which the Lessees desire to make to the leased premise shall receive the prior written approval of the Division of Planning and Design, Department of Parks and the Director of the Division of Engineering, Finance and Administration Cabinet. Upon receiving a written request from the Lessees for permission to make structural alterations and renovations or major repairs and improvements to the leased premises, the Department of Parks and the Finance and Administration Cabinet's Division of Engineering shall confer and, within a reasonable amount of time of receipt thereof, either approve or disapprove said request in writing. The Lessees' request must include copies of any renovation/construction plans.
- (d) The Department of Parks shall routinely monitor all renovation/repair work performed by the Lessees or their agents under the terms of this Agreement.
- (e) The Lessees shall obtain all occupancy permits and approvals required by state law, prior to permitting the general public to enter the leased premises.

5. PROTECTION OF WORK, PROPERTY, EMPLOYEES, AND PUBLIC

- (a) The Lessees shall continuously maintain adequate protection of all its work from damage and shall protect the Lessor's property from injury or loss arising in connection with this Lease. The Lessees shall make good any such damage, injury, or loss. The Lessees shall adequately protect adjacent property as provided by law.
- (b) The Lessees shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the Kentucky Worker's compensation laws and all federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.



6. MECHANIC'S AND MATERIALMAN'S LIEN

- (a) Nothing in this Agreement shall in any way be deemed or construed as constituting an order or request by the Lessor, expressed or implied, to any contractor, subcontractor, supplier, materialsman, laborer, for the performance of any labor or the furnishing of any materials for the construction of any improvement on, alterations to, or other improvements of the leased; nor as giving the Lessees any right, power or authority to contract for a permit the rendering of any services or furnishing of any materials that would give rise to the filing of any mechanic's liens against the leased or subleased property, or the Lessees' leasehold interest in said property.
- (b) The Lessee shall not suffer or permit any mechanic's or materialman's lien to be filed against the leased property or the Lessees' leasehold interest in the leased premises at any time. Upon filing of such lien, then the Lessees shall cause the same to be discharged within thirty (30) days after the notice of filing thereof by payment, deposit, bond, or Order of Court of competent jurisdiction or otherwise. If the Lessees, in good faith, dispute the validity or correctness of any such lien, then they may refrain from paying or causing the same to be discharged of record, but they shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Lessees shall not be deemed to be in default under this Agreement while such proceedings or litigation are being conducted in good faith by them. However, if the Lessees fail to cause any such lien to be discharged within the period aforesaid, or fails to contest the same as provided above, the Lessees shall be deemed to be in default of the Agreement, which shall be a basis for termination of said Agreement under Section 11.

7. MAINTENANCE OF LEASED PREMISES

- (a) The Lessees have examined the leased premises and acknowledges that the above described buildings and structures are in need of structural repair and renovation. It is agreed that the Lessees shall be responsible for making any and all repairs and renovation to the leased premises, and maintaining the same, during the term of this

Lease Agreement, including but not limited to those repairs and renovation necessary to make these structures habitable by the Lessees.

- (b) The Lessees shall keep any and all existing and proposed buildings, structures, and other improvements located on the leased premises (interior and exterior) and all equipment and personal property within said buildings and structures in good repair, and shall not suffer or permit any waste to be committed or anything to be done on the leased premises that would constitute a nuisance.
- (c) The Lessees shall also be responsible for all trash and garbage removal from the leased premises and for all mowing and trimming and for providing and paying for all custodial services which are required to keep the entire leased premises in a clean and sanitary condition.
- (d) The Lessees shall do those acts as necessary to: (i) maintain the property in a reasonably attractive, clean, efficient, and safe condition; (ii) prolong the useful life of the property; and (iii) cause the property to be in conformity with all federal, state, and local regulatory standards. All damages or destruction by accident, fire, flood, hail, wind, or other casualty, not resulting from the negligence of the lessee, shall be excepted from the provision of the Section.

8. TITLE TO IMPROVEMENTS, AND ADDITIONS, AND REMOVAL OF EQUIPMENT  
AND SUPPLIES UPON EXPIRATION OR TERMINATION OF LEASE AGREEMENT

- (a) It is understood and agreed by the parties that as a part of the consideration given by the Lessees for the privilege of leasing the subject property, all improvements and/or additions to the property, including any fixtures, shall become the sole property of the Lessor whether by expiration of the lease term or by reason of default as provided for in Section 11, of this Agreement.
- (b) Upon the expiration or termination of this Lease Agreement, all of the Lessees' equipment and inventory, excluding fixtures and inventory belonging to the Lessor,

shall be removed from the leased premises at Lessee's expense prior to such expiration or termination. Failure to comply with these provisions indicates lack of interest on the part of the Lessees in such property, and consequently, the aforementioned articles shall be deemed abandoned by the Lessees and shall automatically become the property of the Lessor to dispose of as it determines to be in the interest of the Lessor.

9. ASSIGNMENT OR SUBLEASE/PROHIBITION AGAINST ENCUMBERING PREMISES

- (a) The Lessees shall not voluntarily, involuntarily or by operation of law assign, sublet, or otherwise transfer this Lease Agreement or any interest created herein, to any other person, association, partnership, corporation or other entity without first obtaining in each and every instance the Lessor's prior written consent. Any attempt to assign, sublet, or otherwise transfer this Lease Agreement, or any interest created herein, without such consent shall be void. If an assignment, sublet or transfer is made with the consent of the Lessor, then the Lessees shall not be relieved from the performance of all terms, covenants and conditions of this Lease Agreement. If consent is once given by the Lessor to any such assignment, subletting, or transfer such consent shall not operate as a waiver of the necessity for obtaining the Lessor's consent to any subsequent assignment, subletting, or transfer. No assignment will be effective or binding against the Lessor until such time as the assignee executes an amendment pursuant to Section 15, reflecting such assignment.
- (b) Notwithstanding the foregoing provisions, in no event shall the Lessee voluntarily or involuntarily mortgage or otherwise encumber the leased premises. Any attempted voluntary or involuntary mortgage or encumbrance of the leased or subleased premises shall be void and of no effect, and shall at the option of the Lessor terminate this Lease Agreement.

10. INSURANCE

- (a) The Lessees shall, at its sole expense, keep insured during the term hereof and any

extension thereof, the buildings, structures, and improvements on the above described premises, against loss or damage by fire, lightning, windstorm, or other casualty, in an amount not less than one hundred percent (100%) of the full insurable value thereof. The term "full insurable value" shall mean the actual replacement cost excluding foundation and excavation costs less physical depreciation, as mutually agreeable to both parties.

- (b) The Lessees will be required to obtain from a reputable insurance company authorized to do business in the Commonwealth and carry liability or indemnity insurance providing combined minimum of \$1,000,000. The Lessees must furnish a copy of the insurance policy to the Department of Parks prior to commencement of the Lessees' operations of the leased premises.
- (c) The Lessees shall be responsible for obtaining insurance coverage for all damage which may be incurred by the contents of the structures. Said insurance shall be obtained from a reputable insurance company authorized to do business in the Commonwealth of Kentucky. This coverage shall protect all personal property, including but not limited to, supplies, inventory and equipment related to the Lessees' operation. The Lessees shall also be responsible for supplying the Department of Parks with a copy of said insurance policy prior to the commencement of the Lessee's operation at the leased premises.
- (d) The Lessees shall be responsible for furnishing annually to the Department of Parks a copy of the certificate of renewal for each insurance policy provided pursuant to Subsection (a) and (c) of this Section.
- (e) The insurance policy purchased under Subsections (a) and (c) of this Section shall name the Lessor as an additional insured, and shall also provide that said policy will not be subject to cancellation, termination, or change except after at least sixty (60) days prior written notice to the Lessor.

- (f) The minimum liability amounts of required coverage established under (b) of this Section shall be subject to modification by the Lessor upon sixty (60) days notice to the Lessees.

11. CANCELLATION

Either party may terminate this lease upon 30 days written notice to the other party.

12. RULES, REGULATIONS, AND LAWS

The Lessees agree to adhere to all applicable laws, rules, and regulations which may apply to their use of the subject property.

13. INSPECTION OF PREMISES AND ACCESS TO LESSOR'S PROPERTY

The Lessor reserves the right to enter and inspect the property at any and all times and to access across the leased premises to the Lessor's property described in "Exhibit A". Furthermore, the Lessor reserves the right to enter the property for the purpose of ensuring the Lessees are complying with all terms and conditions contained in this Agreement, and for any other purpose for which the Department of Parks has established.

14. PROHIBITION FROM REMOVAL OF VEGETATION AND MINERALS

The Lessees agree that no major changes in the landscaping of the leased premises shall occur without the prior written approval of the Department of Parks, and where applicable, the TVA. In no event shall the Lessees extract or remove any minerals, oil or gas from the leased premises.

15. AMENDMENT TO LEASE AGREEMENT

It is agreed to by the parties to this Lease Agreement that all prior negotiations have been

merged into said Agreement, which may not be modified, altered, or amended except by a "Lease Agreement Amendment" signed by all parties to this Agreement.

16. RATES AND PRICES

The Lessees shall not assess a fee for use of the leased premises through the entire term of this Lease and any extension thereof, without the prior consent of the Department of Parks after successful negotiations of a percentage of gross receipts payable to the Lessor by the Lessee.

17. RECORDS AND REPORT

- (a) The Lessees are required to keep complete and accurate financial records of all transactions relating to the leased premises and to maintain such records as the Lessor deems necessary to adequately reflect the operations conducted on the leased and sublease premises. The financial records will be subject to inspection or audit by designated representatives of the Lessor at all times during regular business hours and shall be made available at a convenient location for that purpose.
- (b) The Lessees further covenant that, promptly after the close of each of the Lessees' fiscal years, they will, at their own expense, cause an audit to be made of their books and accounts relating to the operation of the facilities for the preceding fiscal year by an independent firm of certified public accountants of recognized ability and approved by the Department of Parks, and a copy of the audit shall be submitted to the Department of Parks no later than three (3) months after year's end. Distribution of the audit will be the responsibility of the Department of Parks. The audit firm shall be approved by the Lessor.

18. WAIVER

The Lessor reserves and shall have the exclusive right to waive, at the sole discretion of the

Lessor, and to the extent permitted by law, any condition under this Lease Agreement. No act by or on behalf of the Lessor shall be, or be deemed or construed to be, any waiver of any part term or condition, unless the same being in writing, signed by the Lessor, and expressly stated to constitute such a waiver.

19. ADVERTISING

In order to promote both the Kentucky Department of Parks and the Lessees' operations in a more efficient manner, the parties hereto agree that any advertisement or promotional material, whether in print form or through the media, shall be submitted to the Commissioner of the Department of Parks for his/her written approval prior to the publication or broadcast of such material. Any rejection of said material by the Commissioner shall be accompanied by a written explanation for said rejection. The parties hereto further agree that the sale of any souvenirs or similar material must also receive the written approval of the Commissioner of the Department of Parks prior to the sale of such item to the public. The denial of the sale of such item must also be accompanied by a written explanation of said denial.

20. SEVERABILITY CLAUSE

If any provision of this Lease Agreement is declared invalid or unenforceable, then the remainder of said Agreement shall continue in full force and effect.

21. CONFLICT OF LAW AND CHOICE OF LAW PROVISION

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of this Lease Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action which is brought on the basis of said Agreement shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

22. SUCCESSORS AND ASSIGNS

The covenants, conditions and agreements made and entered into by the parties hereto are declared and agreed to be binding upon and to inure to the benefit of their respective successors and/or assigns.

23. PERMITS AND LICENSE/FEDERAL, STATE AND LOCAL LAWS AND APPLICABLE TAXATION.

The Lessees shall procure all necessary permits (including those which may be required for any renovation, repairs and/or construction work which is done pursuant to Section 4, of this Agreement), and licenses which are required by state and local laws. The Lessees further agrees that it shall abide by all applicable laws, regulations and ordinances of all federal, state and local governments, including those laws, regulations, and ordinances, relating to taxation of said Lessees' operations. The Lessees shall also be responsible for paying all taxes imposed under said laws, regulations and ordinances, including but not limited to, all sales tax and ad valorem tax.

24. FINANCIAL AUDITOR OR PROGRAM REVIEW

The Lessees, as defined in KRS 45A.030(7), agrees that the Department of Parks, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this Lease for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records or other evidence provided to the Department of Parks, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as



meeting the provisions of KRS 61.878(1)(a) prior to the execution of the Lease. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the service.

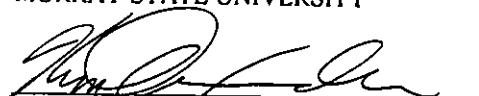
IN WITNESS WHEREOF, we have hereunto set our hands this 11th day of December

1997.

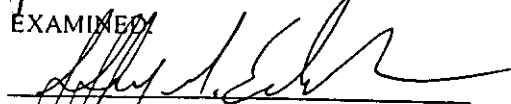
EXAMINED:

  
Office of General Counsel

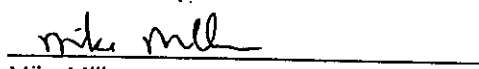
MURRAY STATE UNIVERSITY

  
Dr. Kern Alexander, President

EXAMINED:

  
Marshall County Attorney

MARSHALL COUNTY

  
Mike Miller  
County Judge Executive

EXAMINED:

  
Office of General Counsel

COMMONWEALTH OF KENTUCKY  
TOURISM DEVELOPMENT CABINET

  
Ann R. Latta, Secretary

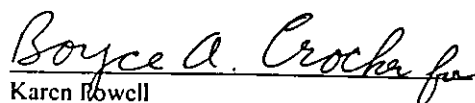
EXAMINED:

  
Office of General Counsel

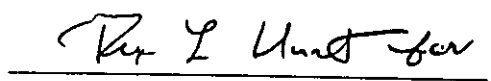
DEPARTMENT OF PARKS

  
Kenny Rapier, Commissioner

EXAMINED:

  
Karen Howell  
General Counsel

FINANCE & ADMINISTRATION CABINET

  
John P. McCarty, Secretary



COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET

LEASE WITH OPTION TO PURCHASE

THIS LEASE WITH OPTION TO PURCHASE, made this 25<sup>th</sup> day of June, 1998, by and between the UNIVERSITY OF KENTUCKY, by Dr. Charles T. Wethington, Jr., President, Lexington, Kentucky 40506, herein referred to as the "Lessor" and MURRAY STATE UNIVERSITY, by Dr. Kern Alexander, President, Murray, Kentucky 42071, herein referred to as the "Lessee".

WITNESSETH:

WHEREAS, pursuant to House Bill 379, Part IX, 1996 Regular Session, the Council on Postsecondary Education is to coordinate the transfer of ownership of the Crisp Building, real property located in McCracken County, Kentucky; and,

WHEREAS, a consensus has been reached between the presidents of Murray State University and the University of Kentucky to transfer ownership of the Crisp Building by lease/purchase agreement; and,

WHEREAS, the Council on Postsecondary Education has requested that the Secretary of the Finance and Administration Cabinet establish the fair market value of the Crisp Building; and,

WHEREAS, the Secretary of the Finance and Administration Cabinet, pursuant to the authority conferred upon him by Chapters 45A and 56, Kentucky Revised Statutes, has determined that, consistent with the public interest, the property, hereinafter more particularly described, should be conveyed by execution of this lease/purchase agreement for the fair market value of \$2,200,000.00.

I.

NOW, THEREFORE, the Lessor and Lessee mutually agree as follows: that the Lessor hereby leases unto the Lessee a certain tract of land located at 300 Irvin Cobb Drive, Paducah, McCracken County, Kentucky, and being more particularly described as follows:

Parcel No. 1 — Commencing at the point of intersection of the northerly right-of-way line of Irvin Cobb Drive and the easterly right-of-way line of Bethel Street; thence along said easterly right-of-way line of Bethel Street, 30 feet from and parallel to the center line thereof, N. 34°-18'-38" E., 628.25 feet to a ½" rebar located at the northwest corner of tract no. 3 of the Tyler Park Urban Renewal Project (Ky. R-15) as shown by a plat of said tract recorded in plat book "G", page 342 in the McCracken county Court Clerk's office; thence along the northerly line of said tract no. 3, S. 55°-41'-00" E., 404.88 feet to a ½" rebar located at the northeast corner of said tract no. 3, and said ½" rebar being the true point of beginning of the property herein described; thence along the easterly line of said tract no. 3, S. 16°-43'-10" W., 115.40 feet to a ½" rebar; thence on a new line, N. 55°-41'-00" W., 86.39 feet to a ½" rebar; thence on a new line, N. 34°-19'-00" E. 110.00 feet to a ½" rebar located on the northerly line of said tract no. 3; thence S. 55°-41'-00" E., 51.50 feet to the point of beginning, containing 7,584 square feet or 0.174 acre.

Parcel No. 2 — Beginning where the easterly right-of-way line of Bethel Street intersects the northerly right-of-way line of Irvin Cobb Drive, said rights-of-way lines being located 30 feet and 42.75 feet, respectively, from and parallel with the center lines of the aforesaid street and drive, said beginning point also being the southwesterly corner of tract no. 21 of the Tyler Park Urban Renewal Project (Ky. R-15) as shown by plat of record in plat section "G", page 134 of the McCracken County Court Clerk's office; thence N. 34°-18'-38" E. along and with the easterly right-of-way line of said Bethel Street, 30 feet east of the center line thereof, 398.25 feet to the northwesterly corner of said tract no. 21, the same being the southwesterly corner of tract no. 3 of said Urban Renewal Project, said tract no. 3 being shown by plat of record in plat section "G", page 342 of the aforesaid Clerk's office; thence continuing along and with said easterly right-of-way line, N. 34°-18'-38" E. a distance of 230.00 feet to a ½" steel rod found at the northwesterly corner of said tract no. 3, the same being the southwesterly corner of tract no. 2 of the aforesaid Urban Renewal Project; thence S. 55°-41'-00" E. along and with the southerly line of the aforesaid tract no. 2, a distance of 353.38 feet to a ½" steel rod situated at the northwesterly corner of parcel no. 1 as shown by plat of record in plat section "J", page 1483 of the aforesaid Clerk's office; thence S. 34°-19'-00" W. along and with the westerly line of said parcel no. 1, a distance of 110.00 feet to a ½" steel rod at the southwesterly corner thereof; thence S. 55°-41'-00" E. along and with the southerly line of said parcel no. 1, a distance of 86.39 feet to a ½" street rod at the southeasterly corner of said parcel on the easterly line of the aforesaid tract no. 3; thence S. 16°-43'-10" W. along said easterly line, 125.89 feet to a ½" steel rod located at the southeasterly corner of said tract no. 3 or the northeasterly corner of tract no. 22 as shown by the aforesaid plat of record in plat section "G", page 134, said steel rod being located S. 55°-41'-00" E. a distance of 27.80 feet from a 4" x 4" concrete monument found at the northwesterly corner of the aforesaid tract no. 22 or the northeasterly corner of the aforesaid tract no. 21; thence S. 16°-43'-10" W. continuing along and with the easterly line of the aforesaid tract no. 22, a distance of 418.83 feet to the northerly right-of-way line of the aforesaid Irvin Cobb Drive at the southeasterly corner of said tract no. 22; thence N. 55°-08'-40" W. along and with said right-of-way line 104.09 feet; thence N. 55°-41'-00" W. continuing with said northerly right-of-way line 50.30 feet to the southwesterly corner of the aforesaid tract no. 22 or the southeasterly corner of the aforesaid tract no. 21; thence continuing along and with said right-of-way line and the southerly line of said tract no. 21, N. 55°-41'-00" W. a distance of 450.00 feet to the point and place of beginning, containing 309,403 square feet or 7.102 acres.

Also, a 20 foot wide easement for ingress and egress, 10 feet on either side of center line, with the center line of said easement more particularly described as follows: beginning at a point located on the northerly right-of-way line of Irvin Cobb Drive and located S. 55°-41'-00" E., 309.35 feet from the intersection of the northerly right-of-way line of Irvin Cobb Drive and the easterly right-of-way line of Bethel Street; thence N. 34°-27'-59" E., 338.98 feet; thence N. 53°-07'-05" E., 102.62 feet; thence N. 34°-19'-00" E., 82.12 feet to a point located N. 55°-41'-00" W., 10.00 feet from the southwest corner of the above described parcel no. 1; thence continuing on the same line, 10 feet from and parallel to the westerly line of said parcel no. 1, N. 34°-19'-00" E., 70.00 feet to the end of this easement, with the easement containing a total area of 11,875 square feet or 0.273 acre.

Bearings on the above descriptions are based upon bearings shown on plat of Tyler Park Urban Renewal Project (KY. R-15).

Both parcels being the same property as shown on a plat filed in plat book "J", page 1483 in the office of the McCracken County Court Clerk.

Being a portion of the same property conveyed to Grantor by deed dated February 2, 1981, and recorded in Deed Book 635, Page 26, in the said Clerk's office.

And being the same property conveyed to the COMMONWEALTH OF KENTUCKY, for the use and benefit of the UNIVERSITY OF KENTUCKY, by deed from MARION PEPSI-COLA BOTTLING COMPANY, INC., a Missouri corporation, dated December 16, 1993, and of record in Deed Book 803, Page 562, in the McCracken County Clerk's Office, McCracken County, Kentucky

IT IS AGREED AND UNDERSTOOD that the conveyance of the above described property is subject to all existing easements, of record or in use.

II.

TO HAVE AND TO HOLD the described property unto the Lessee with all appurtenances pertaining there in quiet and peaceful possession for the term beginning January 1, 1998, and ending June 30, 1998, with the right and option to renew said Lease for the period of one (1) year for each of the nineteen (19) succeeding years thereafter.

III.

In consideration of the Lease on July 1, 1998, the Lessee agrees and binds itself to pay the Lessor the sum of \$124,390.36 for the initial term as set forth in the attached amortization schedule and in the event that the Lessee decides to exercise its option to renew the Lease, the yearly rental payments will be payable annually each succeeding year, per the amortization schedule attached and appended to this Agreement. The annual payment shall be made on May 1 of each year of the Lease, commencing May 1, 1999. In the event the Lessee declines to exercise its option to purchase the property, all previous payments made to the Lessor herein, under the terms and conditions of this instrument, shall be forfeited to the Lessor.

IV.

At the expiration of the Lease term, providing that the Lessor and the Lessee have fulfilled their obligations contained herein, the Lessor shall convey to the Lessee a good, marketable, fee simple title to the premises, free and clear of all liens, encumbrances and restrictions except as provided herein.

The Lessee, with the approval of the Governor of the Commonwealth, shall have the right and option to purchase from the Lessor the described property at any time during the continuance of the Lease or any extension thereof for the sum of the unpaid principle. The Lessor agrees that all rental payments previously paid shall be applied to the purchase price set forth.

V.

Lessee shall have authority to make improvements to the premises without prior approval of the Lessor, and such improvements shall become the property of the Lessor in the event of a default on the Lease payments as provided above, but otherwise to remain as permanent improvements to the premises to become the property of the Lessee upon conveyance of the premises.

VI.

During the Lease term hereof, the Lessee shall have sole and complete authority and responsibility for management of the premises.

VII.

Lessee shall be solely responsible for, and bear the costs of any and all repairs and maintenance of the leased premises during the Lease term hereof, maintaining same in as good condition when received, ordinary wear and tear incident to its use for its purposes, natural decay, damage by the elements and acts of God excepted, subject to the provisions of paragraph three (3) of this Section.

Lessee shall, during the Lease term hereof, be solely responsible for, and bear the costs of any and all utility charges for gas, electric, heat, water, sewer, telephone, cable and other utilities used or supplied to the premises.

Lessee shall, during the lease term hereof, keep the premises, including all buildings, structures, and improvements thereon, insured against loss or damage by fire, lightning or windstorm for the full insurable value thereof, with Lessor and Lessee as named insureds; further, Lessee shall be solely responsible for insuring its own contents and other personalty brought upon the leased premises. In the event of any casualty insured against, the insurance proceeds shall be devoted by the parties to the restoration, as soon as possible, of the damaged property. If there are surplus insurance proceeds, or if all of the parties hereto shall agree not to restore the damaged property, Lessee's recovery of such proceeds with respect to the building shall be equivalent to the proceeds payable, multiplied by a fraction, the denominator of which is 19 and the numerator of which is a number representing the number of years Lessee has occupied the premises under this Lease

Lessee may assign and/or sublet the premises without approval of the Lessor, but during any such assignment and/or subletting, Lessee shall remain liable as principal obligor on this Lease; further, any such assignment and/or subletting shall be made subject to the terms, conditions and provisions set forth in this Lease.

Lessee agrees that Lessor shall have the right at any and all reasonable times to enter upon and inspect the premises to ascertain that Lessee is carrying out the terms, conditions and provisions of this Lease.

Lessor represents and warrants to Lessee that, to the best of its knowledge and belief, there is no hazardous or toxic waste or material located on the leased premises.

It is understood and agreed that, during the term of this Lease, Lessee shall be solely responsible and liable for any and all damage or injury either to persons or property (including but not limited to damage or injury caused by fire, water, steam, gas, snow, ice, frost, sewage, electrical current or by the breaking, leaking or obstructing of pipes), occurring on the leased premises, that result from the negligence of Lessee, except that Lessee shall not be responsible and liable for such damage or injury caused by any intentional or negligent acts attributable to Lessor; and further, any and all claims for such damage or injury to persons or property shall be subject to the provisions of Chapter 44 (Board of Claims) of the Kentucky Revised Statutes.

Lessor hereby covenants and agrees with Lessee that if Lessee shall perform all of the terms, conditions and provisions of this Lease, Lessee shall have peaceable and quiet enjoyment and possession of the premises without any hindrance whatsoever from Lessor.

Lessor and Lessee warrant that each has obtained all necessary approvals and authorizations for this Lease With Option To Purchase Agreement from their respective institutions.

Any term, condition or provision contained herein to the contrary notwithstanding, that certain AGREEMENT IN PRINCIPLE CONCERNING LESSEE'S LEASE-PURCHASE OF THE CRISP CENTER AND CONSTRUCTION OF A PRIVATELY-FUNDED NEW INSTRUCTIONAL FACILITY ON THE PCC CAMPUS is attached hereto, incorporated herein, and made a part hereof by reference as Exhibit C.

This Lease contains the entire agreement between Lessor and Lessee and shall not be altered or amended except by a writing signed by both Lessor and Lessee.

The terms, conditions and provisions of this Lease shall inure to and be binding upon Lessor and Lessee, their respective successors and assigns.

If at any time during the Lease the Lessee fails to comply with any of the material terms and conditions set forth in the Lease, the Lessor shall give the Lessee thirty (30) days written notice. The Lessee shall correct any deficiencies within the thirty (30) day period. If the Lessee fails to correct the deficiencies within the specified period, then this Lease shall thereupon terminate and all rights, options and benefits herein conferred shall be forfeited and the Lessee shall quietly surrender possession of the property to the Lessor.

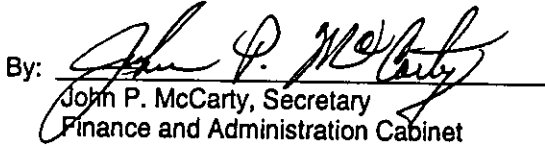
IN WITNESSETH WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

UNIVERSITY OF KENTUCKY:

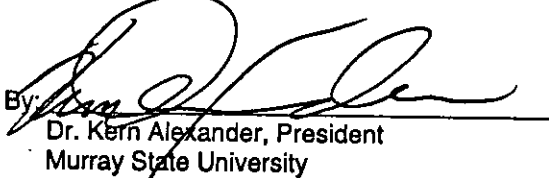
By:   
Dr. Charles T. Wethington, Jr., President

COMMONWEALTH OF KENTUCKY  
RECOMMENDED:

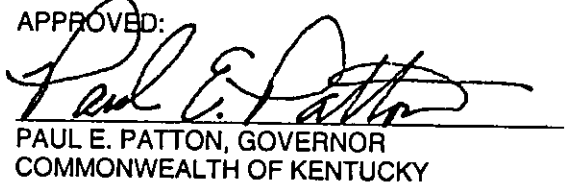
  
Joyce A. Crocker, Attorney, Finance and Administration Cabinet

By:   
John P. McCarty, Secretary  
Finance and Administration Cabinet

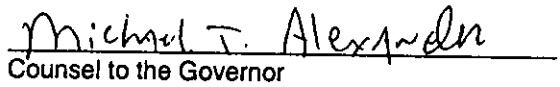
RECOMMENDED:

By:   
Dr. Kern Alexander, President  
Murray State University

APPROVED:

  
PAUL E. PATTON, GOVERNOR  
COMMONWEALTH OF KENTUCKY

EXAMINED:

  
Michael T. Alexander  
Counsel to the Governor

1 MURRAY STATE UNIVERSITY

2 (New Administrative Regulation)

3 772 KAR 1:060. Fund for excellence.

4 RELATES TO: KRS 164.410, 164A.620

5 STATUTORY AUTHORITY: KRS 164A.560

6 NECESSITY, FUNCTION, AND CONFORMITY: The governing boards of the public  
7 institutions of higher education may elect to perform the financial management functions of KRS  
8 164A.555 to KRS 164A.630 by issuing administrative regulations to do so. This administrative  
9 regulation implements the provision of KRS 164A.620 at Murray State University.

10 Section 1. The Murray State University Board of Regents, under the provisions of KRS  
11 164A.560, elects and authorizes the establishment of a fund for excellence under the conditions  
12 and for the purpose as set forth in KRS 164A.620.



1 The foregoing administrative regulation was reviewed and approved by the Board of

2 Regents of Murray State University on June 4, 1998, 1998.

3  
4 MURRAY STATE UNIVERSITY BOARD OF REGENTS

5  
6  
7 BY:   
8 SID EASLEY, CHAIR

9  
10 Date: June 4, 1998

11  
12  
13  
14 I hereby certify that I have examined and approved the administrative regulation as to  
15 form.

16  
17  
18 \_\_\_\_\_  
19 John P. Rall  
20 Office of General Counsel  
Murray State University

Date: \_\_\_\_\_

1 MURRAY STATE UNIVERSITY

2 (New Administrative Regulation)

3 772 KAR 1:070. Affiliated corporations.

4 RELATES TO: KRS 164A.610

5 STATUTORY AUTHORITY: KRS 164A.560

6 NECESSITY, FUNCTION, AND CONFORMITY: The governing boards of the public  
7 institutions of higher education may elect to perform the financial management functions of KRS  
8 164A.555 to 164A.630 by issuing administrative regulations to do so. This administrative  
9 regulation implements the provisions of KRS 164A.610 at Murray State University.

10 Section 1. The Murray State University Board of Regents, under the provisions of KRS  
11 164A.560, elects the authority to organize and operate one (1) or more affiliated corporations in  
12 accordance with KRS 164A.610.

1 The foregoing administrative regulation was reviewed and approved by the Board of  
2 Regents of Murray State University on June 4, 1998.

3  
4 MURRAY STATE UNIVERSITY BOARD OF REGENTS

5  
6  
7 BY:   
8 SID EASLEY, CHAIR

9  
10 Date: June 4

11  
12  
13  
14 I hereby certify that I have examined and approved the administrative regulation as to  
15 form.

16  
17 \_\_\_\_\_ Date: \_\_\_\_\_  
18 John P. Rall  
19 Office of General Counsel  
20 Murray State University

1 MURRAY STATE UNIVERSITY

2 (New Administrative Regulation)

3 772 KAR 1:010. Acquisition and disbursement of funds, accounting system - records and annual  
4 report.

5 RELATES TO: KRS 164A.560, 164A.565

6 STATUTORY AUTHORITY: KRS 164A.560

7 NECESSITY, FUNCTION, AND CONFORMITY: The governing boards of the public  
8 institutions of higher education may elect to perform the financial management functions of KRS  
9 164A.555 to 164A.630 by issuing administrative regulations to do so. This administrative  
10 regulation implements the provisions of KRS 164A.560 and 164A.565 at Murray State University.

11 Section 1. The Murray State University Board of Regents elects to perform the financial  
12 management functions set forth in KRS 164A.560, Section (2), related to the receipt, deposit,  
13 collection, retention, investment, disbursement, and accounting of all funds; and KRS 164A.565  
14 related to the installation of an accrual basis accounting system, other records and annual reports.

15 Section 2. The Murray State University Board of Regents elects to comply with KRS  
16 164A.560, Section (2)(b) to limit disbursements to the amounts and for the purposes for which  
17 the state appropriations have been made, or other monies have been received through the enacting  
18 resolution of the institution's annual operating budget.

1           Section 3. The Murray State University Board of Regents shall use an accrual basis  
2   accounting system and fund structure that conforms with generally accepted accounting principles  
3   and procedures established for colleges and universities by the National Association of College  
4   and University Business Officers and the American Institute of Certified Public Accountants, and  
5   shall act to ensure further compliance with Sections (2), (3), (6), (7), and (8) of KRS 164A.565.

1 The foregoing administrative regulation was reviewed and approved by the Board of  
2 Regents of Murray State University on June 4, 1998.

3  
4 MURRAY STATE UNIVERSITY BOARD OF REGENTS

5  
6  
7 BY: 

8 SID EASLEY, CHAIR

9  
10 Date: June 4, 1998

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14 I hereby certify that I have examined and approved the administrative regulation as to  
15 form.

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18 \_\_\_\_\_  
19 John P. Rall  
20 Office of General Counsel  
Murray State University

Date: \_\_\_\_\_

1 MURRAY STATE UNIVERSITY

2 (New Administrative Regulation)

3 772 KAR 1:020. Delegation of financial management responsibility.

4 RELATES TO: KRS 164A.560, 164A.565, 164A.575, 164A.580, 164A.585, 164A.590,  
5 164A.595, 164A.600, 164A.605, 164A.620

6 STATUTORY AUTHORITY: KRS 164A.560

7 NECESSITY, FUNCTION, AND CONFORMITY: The governing boards of the public  
8 institutions of higher education may elect to perform the financial management functions of KRS  
9 164A.555 to 164A.630 by issuing administrative regulations to do so. This administrative  
10 regulation implements the provision of KRS 164A.560 at Murray State University.

11 Section 1. The Murray State University Board of Regents, under the provision of KRS  
12 164A.560, elects to delegate responsibility for the financial management provisions of KRS  
13 164A.560, 164A.565, 164A.575, 164A.580, 164A.585, 164A.590, 164A.595, 164A.600, and  
14 164A.620 to the president of the university. Further, the Board of Regents delegates to the  
15 president responsibility for submitting to the State Property and Buildings Commission  
16 information and requests for approval of any bond project approved by the Board of Regents.  
17 The Board of Regents authorizes the president to delegate any portion of this authority to the  
18 Vice President for Administrative Services or to other appropriate university officials.

1 The foregoing administrative regulation was reviewed and approved by the Board of  
2 Regents of Murray State University on June 4, 1998.

3  
4 MURRAY STATE UNIVERSITY BOARD OF REGENTS

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7 BY:   
8 SID EASLEY, CHAIR

9  
10 Date: June 4, 1998

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14 I hereby certify that I have examined and approved the administrative regulation as to  
15 form.

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18 \_\_\_\_\_  
19 John P. Rall  
20 Office of General Counsel  
Murray State University

Date: \_\_\_\_\_



1 MURRAY STATE UNIVERSITY

2 (New Administrative Regulation)

3 772 KAR 1:030. Annual audit.

4 RELATES TO: KRS 164A.570

5 STATUTORY AUTHORITY: KRS 164A.560

6 NECESSITY, FUNCTION, AND CONFORMITY: The governing boards of the public  
7 institutions of higher education may elect to perform the financial management functions of KRS  
8 164A.555 to 164A.630 by issuing administrative regulations to do so. This administrative  
9 regulation implements the provision of KRS 164A.570 at Murray State University.

10 Section 1. The Murray State University Board of Regents elects to engage a qualified  
11 firm of certified public accountants for the purpose of submitting an independent opinion  
12 concerning the internal accounting controls and compliance with the provisions of KRS  
13 164A.560, 164A.565, 164A.575, and 164A.620. The engagement of the qualified firm, scope  
14 of the audit, and report of findings shall be in accordance with the provisions of KRS 164A.570.

1 The foregoing administrative regulation was reviewed and approved by the Board of  
2 Regents of Murray State University on June 4, 1998.

3  
4 MURRAY STATE UNIVERSITY BOARD OF REGENTS

5  
6  
7 BY:   
8 SID EASLEY, CHAIR

9  
10 Date: June 4, 1998

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14 I hereby certify that I have examined and approved the administrative regulation as to  
15 form.

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18 \_\_\_\_\_  
19 John P. Rall  
20 Office of General Counsel  
Murray State University

Date: \_\_\_\_\_

1 MURRAY STATE UNIVERSITY

2 (New Administrative Regulation)

3 772 KAR 1:040. Purchase - inventories - sales of surplus property - capital construction  
4 procedures.

5 RELATES TO: KRS 164A.575, 164A.580, 164A.585, 164A.590, 164A.595, 164A.600

6 STATUTORY AUTHORITY: KRS 164A.560

7 NECESSITY, FUNCTION, AND CONFORMITY: The governing boards of the public  
8 institutions of higher education may elect to perform the financial management functions of KRS  
9 164A.555 to 164A.630 by issuing administrative regulations to do so. This administrative  
10 regulation implements the provisions of KRS 164A.575, 164A.580, 164A.585, 164A.590,  
11 164A.595, and 164A.600 at Murray State University.

12 Section 1. The Murray State University Board of Regents, under the provisions of KRS  
13 164A.560, elects to purchase and manage interests in real property, contractual services, rentals  
14 of all types, supplies, materials, equipment, printing, and services in accordance with KRS  
15 164A.575 and elects to manage and administer capital construction projects in accordance with  
16 KRS 164A.580, 164A.585, 164A.590, 164A.595, and 164A.600.

1 The foregoing administrative regulation was reviewed and approved by the Board of  
2 Regents of Murray State University on June 4, 1998.

3  
4 MURRAY STATE UNIVERSITY BOARD OF REGENTS

5  
6  
7 BY:

8 Sid Easley  
9 SID EASLEY, CHAIR

10 Date: June 4, 1998  
11  
12  
13

14 I hereby certify that I have examined and approved the administrative regulation as to  
15 form.

16  
17  
18 John P. Rall  
19 Office of General Counsel  
20 Murray State University

Date: \_\_\_\_\_

1 MURRAY STATE UNIVERSITY

2 (New Administrative Regulation)

3 772 KAR 1:050. Issuance of bonds.

4 RELATES TO: KRS 164A.605

5 STATUTORY AUTHORITY: KRS 164A.560

6 NECESSITY, FUNCTION, AND CONFORMITY: The governing boards of the public  
7 institutions of higher education may elect to perform the financial management functions of KRS  
8 164A.555 to 164A.630 by issuing administrative regulations to do so. This administrative  
9 regulation implements the provision of KRS 164A.605 at Murray State University.

10 Section 1. The Murray State University Board of Regents, under the provisions of KRS  
11 164A.560, elects the authority to issue bonds, subject to the conditions as set forth in KRS  
12 164A.605.

1 The foregoing administrative regulation was reviewed and approved by the Board of  
2 Regents of Murray State University on June 4, 1998.

3  
4 MURRAY STATE UNIVERSITY BOARD OF REGENTS

5  
6  
7 BY: 

8 SID EASLEY, CHAIR

9  
10 Date: June 4, 1998

11  
12 I hereby certify that I have examined and approved the administrative regulation as to  
13 form.  
14

15  
16  
17  
18 John P. Rall  
19 Office of General Counsel  
20 Murray State University

Date: \_\_\_\_\_

(606) 622-2224

**DEPARTMENT OF CRIMINAL JUSTICE TRAINING**

Law Enforcement Foundation Program

Kit Carson Drive

Richmond, KY 40475-3137

Form KLEFPF - 1  
(Rev. 4/98)

**Attachment #25**

**APPLICATION FOR POLICE TRAINING INCENTIVE**

(Do not write in this space)

**FOR KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND USE ONLY**

1. DATE \_\_\_\_\_ APPLICATION NO. \_\_\_\_\_

ATTENTION: Please TYPE or PRINT the following information.

2. APPLICANT

☐ CITY or ☐ COUNTY or ☐ SHERIFF or ☒ UNIVERSITY

STREET: PO Box 9 409 N. 16th Street

CITY/ZIP: Murray, Kentucky 42071

TELEPHONE: Area Code: 502 Number 762-2222

3. If this Application includes any other Local Unit(s) of Government, list here:

N/A

4. OFFICIAL TITLE OF POLICE AGENCY: Public Safety

STREET ADDRESS: PO Box 9 -- 409 N. 16th Street

CHIEF'S NAME: Joseph E. Green

5. Enter the date the required ordinance or resolution becomes effective: July 1, 1998

6. Enter the number of full-time sworn police officers a) Presently filled: Twelve (12)

b) To be filled: -0-

**NOTE:** All new agencies or agencies applying who did not participate in the Fund during the past fiscal year, must submit with this application a roster of personnel and a copy of a high school diploma or GED equivalency for each officer. The aforementioned information must be completed and attached to the application before any consideration for approval will be granted.

It is understood and agreed by the applicant that the Local Unit accepts and will comply with the following General Conditions, and such further rules, regulations and policies as may be reasonably prescribed by the Kentucky Department of Criminal Justice Training.

1. **GRANT EXPENDITURES.** Contract funds may only be expended for the program delineated in the application (Form KLEFPF-1) as approved by the Kentucky Department of Criminal Justice Training.
2. **NON SUPPLANTING.** Each Local Unit shall certify and document that funds made available by the Kentucky Department of Criminal Justice Training will be used to increase and not to supplant state and local funds otherwise available for law enforcement.
3. **DISCRIMINATION PROHIBITED.** No person shall, on the grounds of race, creed, color, national origin, age or sex be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination as prohibited by federal and state law.
4. **FISCAL RESPONSIBILITY OF LOCAL UNIT.** The local unit must establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, state funds and required expenditures.
5. **RECORDS AND DOCUMENTATION OF RECEIPTS AND EXPENDITURES.** Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to insure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. **APPLICABILITY OF STATE AND LOCAL PRACTICES.** Except where inconsistent with federal requirements, state procedures and practices will apply to funds disbursed by state agencies. Local procedures and practices will apply to funds disbursed by Local Units.
7. **INSPECTION AND AUDIT.** Accounts and records of the Local Unit must be accessible to authorized federal and state officials for the purpose of audit and examination.
8. **MAINTENANCE OF RECORDS.** All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of a project, whichever is sooner.
9. **FINANCIAL REPORTS.** Local Units shall submit, on forms prescribed by the Kentucky Department of Criminal Justice Training, expenditure reports, and such other reports as may be reasonably required.
10. **FISCAL REGULATIONS.** Fiscal administration shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the Kentucky Department of Criminal Justice Training consistent with the purposes and authorizations of this program.
11. **TERMINATION OF AID.** Fund disbursements may be terminated or fund payments discontinued by the Kentucky Department of Criminal Justice Training where there exists a substantial failure to comply with the provisions of the legislation or regulations which govern this program.

**NOTE:** Terminations and employments must be acknowledged within 5 days of their employment or termination.



(DO NOT WRITE IN THIS SPACE)

FOR KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND USE ONLY

7. \_\_\_\_\_ X \_\_\_\_\_ =

Total eligible funding for FY \_\_\_\_\_

- (a) The local unit may be audited pursuant to established audit procedures by the Department or the Law Enforcement Assistance Administration.
- (b) For audit purposes, the local unit shall maintain accurate financial records. Such records shall include, but are not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and any related document and record.
- (c) These records shall be retained by the local unit until destruction is authorized by the Department or the Law Enforcement Assistance Administration.

8. Name and Title of the Authorized Fiscal Officer of Local Unit:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

9. Business Address and Telephone Number of Fiscal Officer:

STREET: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

10. Name of Mayor/County Judge/Sheriff/President: \_\_\_\_\_

I hereby certify that the information contained herein is true and correct to the best of my knowledge. In addition, if this application is approved, I accept and will comply with provision of KRS 15.410 - 15.510, the general conditions contained herein, and such further rules, regulations and policies as may be reasonably prescribed by the Kentucky Department of Criminal Justice Training.

Signature of Mayor/County Judge/Sheriff/President: \_\_\_\_\_

Date Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public

(DO NOT WRITE IN THIS SPACE)

11. APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Department of Criminal Justice Training)

**IMPORTANT:** This application must be submitted to the Department of Criminal Justice Training, Kentucky Law Enforcement Foundation Program Fund.

Ordinance/Resolution No. \_\_\_\_\_

AN ORDINANCE/RESOLUTION RELATING TO PARTICIPATION IN THE  
KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND

Be it ordained/ordered by the \_\_\_\_\_ of the  
(legislative body)

\_\_\_\_\_  
(unit of local government)

SECTION 1. It is hereby declared that the \_\_\_\_\_  
(unit of local government)

will make application for participation in the Kentucky Law Enforcement Foundation  
Program Fund Training Incentive Program.

SECTION 2. If accepted for participation in the Fund, the \_\_\_\_\_  
(unit of local government)

shall comply with KRS 15.410 - 15.510, the general conditions contained in the  
application, and such further rules, regulations and policies as may be reasonably  
prescribed by the Kentucky Justice Cabinet.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Mayor/County Judge Executive/Sheriff/University President

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk/County Clerk/Secretary for Board of Regents

\_\_\_\_\_  
Date

Ordinance/Resolution No. \_\_\_\_\_

AN ORDINANCE/RESOLUTION RELATING TO PARTICIPATION IN THE  
KENTUCKY LAW ENFORCEMENT FOUNDATION PROGRAM FUND

Be it ordained/ordered by the Board of Regents of the  
(legislative body)

Murray State University  
(unit of local government)

SECTION 1. It is hereby declared that the Murray State University  
(unit of local government)

will make application for participation in the Kentucky Law Enforcement Foundation  
Program Fund Training Incentive Program.

SECTION 2. If accepted for participation in the Fund, the Murray State University  
(unit of local government)

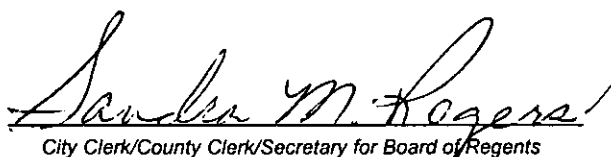
shall comply with KRS 15.410 - 15.510, the general conditions contained in the  
application, and such further rules, regulations and policies as may be reasonably  
prescribed by the Kentucky Justice Cabinet.

Adopted this 4th day of June, 19 98.

  
\_\_\_\_\_  
Mayor/County Judge Executive/Sheriff/University President

June 4, 1998

Date

  
\_\_\_\_\_  
City Clerk/County Clerk/Secretary for Board of Regents

June 4, 1998

Date

# MURRAY STATE UNIVERSITY

## Executive Summary Fiscal Year 1998-99 Budget

Board of Regents Meeting - June 4, 1998

### REVENUE

#### Appropriations:

Major changes in revenue for Murray State University's fiscal year 1998-99 budget include recurring general state appropriations of \$1,668,100. This increase results from the state mandated increase of 2.9% (\$1,172,700) to the general operating base and funding for specified purposes. This recurring increase is broken down into the following elements:

General Operations	\$1,109,100
General Operations-Breathitt Veterinary Center	<u>63,600</u>
Subtotal - General Operations (2.9%)	1,172,700
O&M - Woods Hall	148,700
O&M - Paducah Post Secondary Educ. Ctr.	455,700
Operations - Paducah Post Sec. Educ. Ctr. - Instruction	50,000
Operations - Kentucky Academy for Tech. Educ.	<u>285,000</u>
Appropriations Before Debt Service	2,112,100
Debt Service decrease	<u>(444,000)</u>
Total 98/99 Recurring Appropriation Increase	\$1,668,100

The single largest item of funding is for general operations at \$1,109,100 followed by the \$455,700 appropriated to bring the Paducah Post Secondary Education Center on-line. Also of note, Murray State will receive a \$285,000 appropriation for the Kentucky Academy for Technology Education (KATE). This program will provide the means for training Murray State faculty and local area public school teachers in the use of cutting edge technology in the classroom.

The two major contributing factors to the sizable reduction in debt service funding were the retirement of the Series E and G Consolidated Educational Bonds in the current fiscal year (1997-98) and the decision by the State to make direct debt service payments for the State Property and Building Commission (SPBC) bonds rather than appropriating these funds to the university to make the payments as had been done in the past.

### **Capital Projects:**

The largest single capital project item is \$10,184,000 in state funding to renovate the Carr Health Building, the Special Education Building and the Business Education building. In addition, the CPE has made available \$1,958,000 for deferred maintenance projects. The Appropriations Bill also authorized (but did not fund) Murray State to issue bonds to replace Richmond College and Clark or Franklin College housing at up to \$6,500,000 for each project. It has provided funding for bond payments through the Physical Facilities Trust Fund and the Technology Initiative Trust Fund for Murray State's Regional Postsecondary Education Center in Hopkinsville with a project scope of \$6,500,000. The Carman Animal Health Technology program will receive \$700,000 in state funding to add laboratories to the Carman Pavilion.

### **Special Purpose State Funding:**

Murray State continues to receive special funding for a number of projects. The University will continue to receive General Fund appropriations through the Department of Agriculture of \$456,000 each year of the Biennium for the diagnostic laboratory and \$200,000 each year of the Biennium for its agriculture program. KATE will continue to receive grant monies in the amount of \$105,000 when combined with the \$285,000 general appropriation for fiscal year 1998-99 which will bring total funding for this program to \$390,000. Funding of \$100,000 will be made available for the biomass fermentation project to develop an organic recycling plant on the North Farm. In addition, the Council on Postsecondary Education (CPE) will transfer \$125,000 in funding in 1998-99 to cover the Crisp Center lease payment. This funding will increase to \$180,000 in 1999-00.

### **Tuition and Fees:**

Tuition rates will increase by 6.7% and 7.1% for undergraduate and graduate programs respectively. These tuition rate increases coupled with projected summer school and regular semester enrollment increases of 140 new students will provide an estimated tuition increase of \$1,512,000. The increase in the student technology fee will increase fee revenues by an estimated \$247,000 and result in annual total fees of approximately \$520,000. These additional revenues will be primarily used to pay off the debt for the networking project (\$266,292); student technology support, e.g. new labs and equipment, (\$154,100); and two new personnel in academic computing (\$46,500). The \$10 increase in the Student Activity Fee, estimated to increase fee revenues by approximately \$130,000, has been earmarked for Women's Crew (\$70,000); Women's Soccer (\$10,000) and Other Title IX projects (\$50,000). The parking fee increase will bring in roughly \$157,000 in new revenues which have been set aside for parking lot renovations.

In summary, the unrestricted budget represents an increase of approximately \$4.7 million compared to the prior year as detailed below.

Total Budget

	Budget <u>1997-98</u>	Increase <u>(Decrease)</u>	Budget <u>1998-99</u>
Education and General	\$71,870,722	\$3,783,288	\$75,654,010
Auxiliaries	<u>13,240,014</u>	<u>953,242</u>	<u>14,193,256</u>
Total	\$85,110,736	\$4,736,530	\$89,847,266

Summaries and details of revenues and expenditures by area and program are included in the Regent's Budget.

FUNDING PRIORITIES**Salaries and Fringe Benefits:**

Faculty and staff salary and fringe benefit increases continued to be the top priority and represented the highest expenditure commitment. The greatest portion of the overall salary and fringe benefits increase of nearly \$3.2 million was dedicated to a 4% (3.25% satisfactory and .75% merit) increase pool of approximately \$1.7 million. When considering faculty promotions, reclassifications, Roads Scholars adjustments, and other salary increases, the overall percentage of salary increases is 4.8%. The size of the pool, which substantially exceeds the increase in general operating appropriations of \$1,109,100 mentioned above, reflects the administration's strong commitment to offset, to the greatest extent possible, the imminent increase in the cost of health care benefits for faculty and staff. Other items contained in these increases include:

Faculty Promotions	\$46,000
Staff Reclassifications	\$15,000
Roads Scholars	\$50,000
Budgeted Health Insurance Increase	\$450,000

The remainder of these increases went to fund new positions, including the community college, the Paducah Center, academic and administrative computing and facilities management. Each of these areas of staffing emphasis reflects attempts to improve student access and campus experience as well as addressing state priorities related to outreach, technological enhancement and support for the programs of distinction initiative.

**Scholarships:**

Funding increases for scholarships totaled approximately \$332,000. A substantial portion of this increase (\$100,000) was dedicated to Honor scholarships to enhance the academic quality of the student body. Other increases went for the Regents', Presidential and

Provost scholarships as well as Incentive Grants, Alumni Grants and Graduate Assistant Tuition Waivers. Some of the increase went to offset athletic increases in tuition, room and board.

**Technology:**

As mentioned above, most of the revenue that will be generated by the increase in the student technology fee will be dedicated to paying the lease for the networking project. When finished, this project will provide the campus with fiber-optic cable, improve networking and have resulted in the purchase of hardware and software for better access to electronic information by students, faculty and staff. The schedule completion date for the networking project is summer of 1999.

**Library:**

An amount of \$100,000 has been allocated to the Library for maintaining the periodicals collection and for purchasing books. This is designed to temporarily address the steady erosion of the collection due to past inflation.

**Fixed Costs:**

The greatest fixed cost increase was for Workman's Compensation at \$160,751 more than the prior year. On the whole, however, fixed costs increases were minimal in this budget.

**Position Control:**

In response to requests for a system to consistently track the level of permanent staffing at Murray State University, full-time equivalent (FTE) components were added to the budget summaries several years ago. This provides a basis for identifying the number of FTE personnel positions funded in the budget. The FTE changes are presented in the two expenditure summary reports, by Area and by Program Classification Source (PCS).

**OUTLOOK****Unfunded Priorities:**

The loss of formula funding substantially increases the difficulty of maintaining academic quality while managing the additional costs associated with enrollment growth. It is assumed that fixed cost items, such as utilities, will escalate in the near future. Technology will continue to require long-term funding commitments even after the network installation is completed. The current increase in funding for the Library essentially provides a one-time adjustment to address past inflation. Escalating costs of periodicals and the need to enhance other holdings within the library are problems that need to be addressed with recurring funding. Faculty and staff salaries have been the top

priority for this budget; however, increases have not been sufficient and this item must continue to be a priority. Operating and capital replenishment funds throughout the institution also need to be increased.

#### **State Funding:**

Although current revenue projections indicate a robust economy, competition for funds will be fierce. Budget reductions resulting from a revenue shortfall are unlikely in the short run. With the loss of formula funding and state appropriation increases limited to the annual increase in the Consumer Price Index (CPI), general revenue will be dedicated almost exclusively to covering ongoing operations. This provides no margin for covering the cost of enrollment growth or for covering unexpected increases in non-instructional costs.

#### **Tuition:**

The elimination of formula funding substantially increases the importance of tuition as the main revenue source available to cover the costs of growth and academic program improvement. Whereas the current rate increases are an improvement over those of the prior biennium, the increases realized are offset by the corresponding drop in state revenue support for non-designated programs and they work a greater hardship on students which could possibly have a dampening affect on enrollment increases.

#### **Higher Education Reform:**

The Higher Education Reform Act which was passed during the Special Legislative Session of May, 1997, resulted in the establishment of a regional university excellence trust fund. The purpose of the regional university excellence trust fund is to provide financial assistance to encourage regional universities to develop at least one nationally recognized program of distinction or at least one nationally recognized applied research program consistent with the goals of HB1. Funds appropriated to the regional trust fund are apportioned to each of the regional universities proportional to their respective shared total general funds appropriation. The total amount appropriated to the regional universities is \$6 million.

Murray State has submitted one program of distinction to the CPE: the Center for Business and Industry which emphasizes the development of an academic program of distinction in telecommunications management, and one research program, the Center for Watershed Research and Science Education. At the moment, both programs are awaiting approval by the CPE. Once approved, these programs may receive up to a total of \$1,059,000 in state funds for the current fiscal year (1997-98) subject to a 1:1 match, and recurring funding of the same amount assuming matching requirements are met. Although these funds will likely be accounted for in the unrestricted E&G fund, they will be designated for support of the programs of distinction.



The Commonwealth has also set aside \$10 million for endowed chairs for the regional public universities from the surplus contingency fund. They will not, however, be released until after the start of the next fiscal year and, as yet, guidelines for managing the funds and the proportions in which they will be allocated have not yet been determined by the CPE. As with the programs of distinction, these funds will also have a 1:1 matching requirement. However, they will be accounted for in the restricted fund.

**UNRESTRICTED CURRENT FUNDS  
REVENUE SUMMARY  
Fiscal Year 1998-99 Budget**

	FY 97-98 Budget	Adjustment	FY 98-99 Budget
TOTAL APPROPRIATIONS	44,026,200	1,668,100	45,694,300
TUITION	21,228,623	1,512,292	22,740,915
FEES			
Activity Fee	1,737,303	130,000	1,867,303
Technology Fee	273,000	247,000	520,000
Course Fees	826,178	(30,669)	795,509
Miscellaneous Fees	174,901	22,594	197,495
TOTAL - TUITION & FEES	24,240,005	1,881,217	26,121,222
INDIRECT COSTS	140,000	(45,000)	95,000
SALES & SERVICES	1,207,917	78,117	1,286,034
OTHER SOURCES	2,256,600	200,854	2,457,454
TOTAL - EDUCATION AND GENERAL	<u>71,870,722</u>	<u>3,783,288</u>	<u>75,654,010</u>
AUXILIARIES			
Food Services	4,260,420	202,855	4,463,275
Curris Center	190,000		190,000
Residence Halls	5,235,200	334,810	5,570,010
Bookstore	3,125,000	250,000	3,375,000
H & D Interest	35,000		35,000
Racer Card Administration	66,750	516	67,266
Parking	235,044	165,061	400,105
Vending	92,600		92,600
TOTAL - AUXILIARIES	<u>13,240,014</u>	<u>953,242</u>	<u>14,193,256</u>
GRAND TOTAL - REVENUE BUDGET	<u>85,110,736</u>	<u>4,736,530</u>	<u>89,847,266</u>