

AGENDA

Meeting of the Board of Trustees University of Kentucky 1:00 P.M. August 18, 1998

Invocation

Oath of Office

Roll Call

Approval of Minutes

Nominating Committee Report - KCTCS Nominations

President's Report and Action Items

- PR 1 President's Report to the Trustees
 - A. Coldstream Research Campus Report
- PR 2 Personnel Actions
- PR 3 Central Administration
 - A. Proposed Amendments to the Governing Regulations
 - B. Appointment of Board of Directors University of Kentucky Research Foundation
- PR 4 Community College System
 - A. Candidates for Degrees - Community College System
- PR 5 Lexington Campus
 - A. Candidates for Degrees - University System
 - B. Naming University Building - Lexington Campus
 - C. Naming University Building - Lexington Campus
- PR 6 Medical Center
 - A. Reappointment to Board of Directors of the Fund for Advancement of Education and Research in the University of Kentucky Medical Center

Finance Committee

- 1. Capitalization Policy Non-Expendable Moveable Equipment
- 2. Report of Leases
- 3. Approval of Leases
- 4. Capital Construction Report
- 5. Cadence Design Systems, Inc. Gift-In-Kind
- 6. Carol Martin Gatton Gift
- 7. James C. Bowling Lecture Series
- 8. Agreement Between University of Kentucky and Kentucky Healthcare Enterprise, Inc.
- 9. A Resolution Authorizing the University's Participation in the Continued Funding and Support of the CHA Integrated Delivery System
- 10. Resolution Approving a Financing/Lease Agreement for Expansion of Commonwealth Stadium

Minutes of the Meeting of the Board of Trustees of the University of Kentucky, Tuesday, August 18, 1998.

The Board of Trustees of the University of Kentucky met at 1:00 p.m. (Lexington time) on Tuesday, August 18, 1998 in the Board Room on the 18th floor of Patterson Office Tower.

A. Meeting Opened

Governor Edward T. Breathitt, Chairperson, called the meeting to order at 1:00 p.m., and the invocation was pronounced by Mr. Steven Reed.

B. Oath of Office Administered

Governor Breathitt asked Richard Plymale, General Counsel, to administer the oath of office to the following members:

Dr. Robert P. Meriwether, reappointed by Governor Paul Patton, for a term expiring June 30, 2004.

Mrs. Marian Sims, appointed by Governor Paul Patton to replace Mrs. Kay Shropshire Bell, for a term expiring June 30, 2004.

Mr. Russell Williams, elected staff representative for a term to expire June 30, 2001.

Mr. Nathan Brown, who will serve as student trustee for the 1998-99 academic year.

Governor Breathitt welcomed the new members and expressed pleasure in the reappointment of Dr. Meriwether. He said he looked forward to working with them.

C. Roll Call

The following members of the Board of Trustees answered the call of the roll: Mr. Ted Bates, Governor Edward T. Breathitt (Chairperson), Mr. Nathan Brown, Mr. Paul W. Chellgren, Mr. Merwin Grayson, Mr. John "Jack" Guthrie, Mr. James F. Hardymon, Professor Loys L. Mather, Dr. Robert P. Meriwether, Mr. Steven S. Reed, Professor Daniel R. Reedy, Mr. C. Frank Shoop, Mrs. Marian Sims, Dr. W. Grady Stumbo, Mr. Martin Welenken, Ms. JoEtta Y. Wickliffe, Mr. Billy B. Wilcoxson, and Mr. Russell Williams. Absent from the meeting were Dr. Elissa Plattner and Mr. Billy

Joe Miles. The University administration was represented by President Charles T. Wethington, Jr.; Chancellors James W. Holsinger, and Elisabeth Zinser; Vice Presidents Fitzgerald Bramwell, Joseph T. Burch, Ben W. Carr, Edward A. Carter, George DeBin and Eugene Williams; Dr. Juanita Fleming, Special Assistant for Academic Affairs; Mr. C. M. Newton, Director of Athletics, and Mr. Richard E. Plymale, General Counsel.

Members of the various news media were also in attendance. A quorum being present, the Chairperson declared the meeting officially open for the conduct of business at 1:05 p.m.

D. Approval of Minutes

Governor Breathitt said that the Minutes of the Board meeting on June 9, 1998 had been distributed and asked for any additions or corrections. Mr. Chellgren moved that the Minutes be approved as distributed. Mr. Shoop seconded the motion, and it carried.

E. Nominations to Kentucky Community and Technical College System (KCTCS) Board (NCR 1)

Mr. Wilcoxson reminded the members of the Board's action at the June 9, 1998 meeting approving the submission of three names to Governor Paul Patton for his consideration for the KCTCS Board. He called attention to the letter from the Governor's Office requesting that the Board submit three female names for consideration. He noted that Diana Lutz, who was included in the last Board action, had requested that her name not be submitted for consideration.

Mr. Wilcoxson said that NCR 1 recommends that the Secretary of the Board of Trustees be authorized to certify to the Governor the names of the following three persons to be considered for appointment to the KCTCS Board: Gladys F. Hoskins, Harlan; Alois McIntyre Moore, Hazard; and Agnes B. Whittington, Henderson. On motion made by Mr. Shoop and seconded by Mr. Guthrie, NCR 1 was approved.

F. President's Report to the Board of Trustees (PR 1)

President Wethington called attention to the following items in PR 1:

1. The University has completed the first phase of installing a new Hewlett-Packard high-performance computer that increases by seven times the number of calculations that can be performed by researchers.
2. The UK chapter of the Society of Women Engineers was named the best chapter in the nation at the society's national conference.

3. Jeffrey B. Dembo, oral surgery, has been named academic ombud for the 1998-99 academic year.
4. The Gatton College of Business and Economics conducted UK's first Sports Marketing Academy this summer for corporate and college marketing directors and administrators.
5. Researchers at the Center for Biomedical Engineering have begun a four-year, \$400,000 study of the effect of weightlessness in space on women's cardiovascular and respiratory systems.
6. The College of Law inducted three new members into its Hall of Fame on June 17. The new members are Edward H. Johnstone, Joe Lee, and Peter Perlman.
7. New officers of the UK National Alumni Association are Robert F. Pickard, president; Robert E. Miller, president-elect; and Sandy Bugie Patterson, treasurer.
8. The Graduate School has awarded 32 new Kentucky Research Challenge Fellowships and 225 Target of Opportunity Research Assistants' tuition scholarships for the coming academic year.

President Wethington asked the members to read the other items in the report at their leisure.

G. Personnel Actions (PR 2)

President Wethington recommended that approval be given to the appointments, actions and/or other staff changes which require Board action; and that the report relative to appointments and/or changes already approved by the administration be accepted. Mr. Guthrie moved approval. The motion, seconded by Mr. Brown, carried. (See PR 2 at the end of the Minutes.)

President Wethington introduced the university's new deans in the audience: Dean Howard Grotch, College of Arts and Sciences; Dean Kay Hoffman, College of Social Work; Dean David Johnson, College of Communications and Information Studies; and Dean Robert Shay, College of Fine Arts. He noted that the Board previously approved the appointments of the new deans; however, all of them could not be present when approved by the Board. He welcomed them to the University.

Governor Breathitt said he was thrilled with the new appointments, and he looked forward to working with them. These new deans will bring new energy and vision into each of the colleges.

H. Proposed Amendments to the Governing Regulations (PR 3A)

President Wethington said PR 3A is the proposed amendments to the Governing Regulations which was submitted to the Board at the June 9, 1998 meeting. The proposed regulations must stay on the table for at least a month before being considered for final action. During that time, the proposed changes are sent to the appropriate groups on campus for review. He said he was pleased to report that the proposed changes remained intact. He recommended approval of PR 3A. On motion made by Mr. Reed, seconded by Mr. Chellgren and carried, PR 3A was approved. (See PR 3A at the end of the Minutes.)

I. Appointment of Board of Directors - University of Kentucky Research Foundation (PR 3B)

President Wethington said that PR 3B is the recommendation that Mr. Don M. Gash, faculty member in Anatomy and Neurobiology, and Mr. John R. "Jack" Guthrie, trustee, be appointed to the Board of Directors of the University of Kentucky Research Foundation (UKRF). He said he was pleased to recommend the appointment of Mr. Don Gash and the reappointment of Mr. Jack Guthrie to the UKRF Board for three-year terms beginning July 1, 1998 and ending June 30, 2001. He said he was pleased to recommend PR 3B. Mr. Reed moved approval. His motion, seconded by Mr. Shoop, passed. (PR 3B at the end of the Minutes.)

J. Candidates for Degrees - Community College System (PR 4A)

President Wethington said that the Board must still approve candidates for degrees from the Community College System (CCS) for those degree programs that are University of Kentucky degree programs still offered in the CCS. He said it was his pleasure to recommend that the degrees specified on the list attached to PR 4A be awarded to the persons named upon certification that the requirements for those degrees have been satisfactorily completed. Mr. Chellgren moved approval. Professor Mather seconded the motion, and it carried. (See PR 4A at the end of the Minutes.)

K. Candidates for Degrees - University System (PR 5A)

President Wethington said PR 5A is a companion document. It is a recommendation that the president be authorized to confer upon each individual whose name appears on the list attached to PR 5A the appropriate degree to which he or she is entitled upon certification by the Registrar and approval by the University Senate that

the individual has satisfactorily completed all requirements for the degree. Professor Reedy moved approval of PR 5A. Mrs. Wickliffe seconded the motion, and it passed. (See PR 5A at the end of the Minutes.)

L. Naming University Building - Lexington, Campus (PR 5B)

President Wethington said PR 5B is a recommendation that the Civil Engineering and Transportation Building be named the Oliver H. Raymond Building. Mr. Oliver H. Raymond, a 1954 graduate of the University of Kentucky with a Bachelor of Science in Civil Engineering degree, is one of the College of Engineering's most distinguished alumni. He is also the most generous contributor to the College of Engineering with gifts and pledges totaling over \$3 million. His most recent gift and pledge of \$2 million is to establish professorships and fellowships in the College of Engineering. He said he was pleased to recommend that the Civil Engineering and Transportation Building be named the Oliver H. Raymond Building. Dr. Stumbo moved approval. His motion, seconded by Mr. Welenken, carried. (See PR 5B at the end of the Minutes.)

M. Naming University Building - Lexington Campus (PR 5B)

President Wethington said PR 5C is a recommendation that the Transportation Research Building located at 533 South Limestone Street be named the S. J. "Sam" Whalen Building. Mr. Whalen is a 1949 graduate of the University of Kentucky. His Bachelor of Science degree is in metallurgical engineering. He is a long-standing supporter of the College of Engineering and has made substantial financial contributions, including a recent charitable remainder unitrust. He said it was his pleasure to recommend to the Board the naming of this transportation building the S. J. "Sam" Whalen Building. Mrs. Sims moved approval. Mr. Reed seconded the motion, and it passed. (See PR 5B at the end of the Minutes.)

N. Reappointment to Board of Directors of the Fund for Advancement of Education and Research in the University of Kentucky Medical Center (PR 6A)

President Wethington recommended that approval be given to the reappointment of Ted Hahn to the Board of Directors of the Fund for Advancement of Education and Research. He noted that the Articles of Incorporation of the Fund require two-year term Board of Director appointments, and the Board of Trustees is to make such appointments. On motion made by Mr. Chellgren, seconded by Mrs. Sims and carried, PR 6A was approved. (See PR 6A at the end of the Minutes.)

O. Welcome New Board Members

President Wethington concluded his report by welcoming the new members to the Board and congratulating Dr. Robert Meriwether, vice chairperson of the Board, on his

reappointment to the Board. He noted that Elissa Plattner had been reappointed to the Board and would be sworn in at the September meeting.

P. Report on Coldstream Research Campus

President Wethington asked Mr. Ed Carter to make a presentation to the Board about the Coldstream Research Campus. Since there were new Board members, he asked Mr. Carter to start at the beginning of the Coldstream project and give an updated report.

Mr. Carter provided the history, the development, the Board's involvement and the current status of Coldstream through the following series of slides:

History

- Coldstream Purchased 1957
- Supported Animal Research Program for Forty Years
- 1985 The Finance Committee of Board of Trustees and University Administration undertook and completed a Land Use and Needs Report
- 1987 Board of Trustees directed the Administration to proceed to contract on behalf of the University with the firm of MPC, Inc. of Washington, D.C. to advise Board of Trustees on potential uses of Coldstream.
- MPC was selected by the Subcommittee of the Finance Committee after a through review of eleven firms that responded to a Request for Proposal
- The directive to MPC was to maximize the economic return to the University, and contribute to the economic development of the Commonwealth in an optimal way while serving the mission of the University.
- 1988 Board of Trustees approved the concept of MPC's plan which included the locating of a regional mall near Georgetown Rd. on the westernmost part of the farm and the development of a Research Campus.
- 1988 Board of Trustees authorized the negotiation of an option agreement for the development of a regional mall together with ancillary uses on approximately ninety-five acres of Coldstream Farm.
- 1989 Regional mall project dropped from master plan because of no direct access to I-64/75.
- 1990 Mayor recommended to the Lexington-Fayette Urban County Council that a committee be appointed to consider proposals for the Coldstream Small Area.
- 1990 The Commonwealth of Kentucky and the University of Kentucky entered into a ground lease with Hughes Aircraft Company for the first leased lot in the Coldstream Research Campus.

- 1991 An Agreement was signed by the Commonwealth of Kentucky and the University of Kentucky with the Lexington-Fayette Urban County Government which conveyed approximately 225 acres of Coldstream Farm to the Urban County Government for open space and a passive recreation park. In exchange for the land the Urban County Government agreed to provide a sewer system to serve the Coldstream development.
- 1992 The Lexington-Fayette Urban County Council passed an ordinance changing the Coldstream Farm zoning from Agriculture Urban to an Office Industry and Research Park (P-2) which would permit the development of the Research Campus.
- 1992 Selected and entered into a consultant contract for engineering of Coldstream Research Campus.
- 1996 The Board of Trustees authorized the execution of a ground lease with Studio Plus Hotels, Inc. for a corporate headquarters and a hotel facility. Studio Plus Hotels, Inc. was sold and thus no need for corporate headquarters in Lexington, KY--lease never executed.
- 1996 The Board of Trustees authorized the execution of a ground lease with Lexington Suite Hotel, LLC.--lease was executed and hotel will open in summer of 1999.
- 1996 The Board of Trustees re-authorized the execution of a ground lease between the University of Kentucky and Kentucky Technology, Inc. for the purpose of developing the Kentucky Technology Center, a multi-building, multi-tenant complex.

Market Information

- Approximately 150 such parks in the United States
- Ownership --- One third owned by universities
- Management --- One third managed by universities
- Use of the Parks
 - 44%--- R & D with Administration and Support
 - 15%--- General Office/Training/Education
 - 12%--- Corporate/Divisional Headquarters
 - 9%--- Scientific Oriented Production
 - 5%--- Medical Facilities
 - 4%--- Prototype Production/Pilot Plants
 - 3%--- Non-Scientific Production
 - 3%--- Support/Commercial/Retail
 - 2%--- Distribution/Warehousing/Incubator
 - 3%--- Other

Overview

- The vision and the plan for Coldstream is that it be developed into a Research Campus:
- To enhance interaction between the University of Kentucky and the private sector;
- To nurture start-up Kentucky businesses and emerging technologies;
- To foster close interaction between businesses located at Coldstream; and
- To significantly benefit economic development in Kentucky through the recruitment of new businesses and the fostering of existing businesses.

Opportunities for Prospective Tenants

- Access to faculty and staff on a consultative basis;
- Access to graduate and undergraduate students through internships and co-op arrangements; and
- Contractual use of University of Kentucky owned scientific, engineering and computing equipment.

Facts about the Coldstream Research Campus

- Coldstream is zoned:
- Office, Industry, and Research Park (P-2) Zone
- Mixed Use Development with High Quality Standards
- Research and Development
- Compatible Offices
- Manufacturing
- Warehouse
- Retail
- Hotels/Motels
- Based on development in similar parks
 - 50% of tenants will be university related technology - research
 - 50% will be traditional business, industry and offices
- 750 acre development
 - 525 acres for development
 - 225 acres Open Space – Passive Recreation Park
 - Master Planned for 37 Lots
- At full build out expect maximum of 7.7 million square feet of building space
- Expect build out to house 12-15,000 jobs
- Retail development cannot exceed 22 acres
- Retail limited to interior of the development
- Hotel developments cannot exceed 44 acres

- Minimum lot size is 5 acres
- Coverage Ratios
 - Building footprint coverage 25% of lot
 - Total lot coverage 50%
- Setbacks
 - Newtown Pike 200 feet
 - Viley Road 100 feet
- Interior Roads 100 feet

Current Status

- Infrastructure (Sewers, Roads, Utilities) Designed for 150 Acres
- Infrastructure Installed for 96 Acres
- Lot 16 – 19 Acres – Leased to Lexel Corporation – 165,000 SF Building
- Lot 37 – 18 Acres – UK Animal Diagnostic Lab
- Lot 11 – 16 Acres – Leased to Lexington Suite Hotel, LLC – 235 room Embassy Suites Hotel
- Lots 17 & 18 – 13 Acres – Leased to Kentucky Technology, Inc. – Kentucky Technology Center – 7 Buildings 110,000 SF
- Lot 1 – 15 Acres – Possible Future Site for a Fayette County School
- Lots 2, 3, 4, 5, & 6 – 60 Acres – Residential Community Designed for Retired Faculty, Staff, Alumni and Friends of the University
- Lots 19 & 20 - Combination corporate headquarters --complementary and alternative medical clinic based on ancient medical system known as Ayurveda (means science of life)

Implementation Plan

- \$5.5 million infrastructure project complete by fall of 1999
 - Infrastructure for over 300 acres and 26 lots in inventory
 - Research and Development
 - Compatible Offices
 - Manufacturing
 - Warehouse
 - Retail
 - Hotels/Motels
 - \$1.5 million office/lab building complete in 1998
 - \$1.2 million office/lab building complete in 1999
- Architectural and Landscaping Guidelines Guide the Development of the Coldstream Research Campus

Design Review Committee appointed by UK President

Mr. Carter entertained questions at the end of his report.

President Wethington stated that this is an important project for the University. It was envisioned from the beginning as a 25 to 30 year project to develop the region economically over a period of years.

Q. Report from Chairperson of Ad Hoc Committee on Transition of Community Colleges

Governor Breathitt called on Paul Chellgren, chairperson of the Ad Hoc Committee on Transition of Community Colleges, who has worked with the Kentucky Community and Technical College System (KCTCS) Board and the Governor's Office on the transition of the Community College System (CCS) to KCTCS, to make a report to the Board.

Mr. Chellgren provided a brief report on the transition of the Community College System from UK to KCTCS board management effective January 14, 1998. Since then the University has been very actively providing a series of services as those services were promised and contracted for in the separation agreement. He said that there had been no material difficulties or surprises in the ongoing provision of those services. He said a great deal of work has been occurring during the last month or two with correspondence and meetings. He reported that the presidents, chairmen and himself as well as various members of the university staff had recently met, and things are going well from this group's point of view.

He reassured the Board that everything possible has been done to make this a smooth and effective transition; however, it certainly appears that a major longer term issue is the issue of accreditation for the ongoing programs and degrees in the Community College System that is now under KCTCS. The reasons for that are a function of House Bill 1 that set up the separation, the responsibilities of the UK Board and the responsibilities of the KCTCS Board. He assured the Board that the University of Kentucky is cooperating and helping this transition. This transition is going to take some years to complete.

Mr. Chellgren explained that the UK Board currently has a fiduciary responsibility for degrees. The way it is evolving is that the students who are currently enrolled in the CCS will receive UK degrees awarded by the UK Board while new KCTCS students will ultimately receive degrees under the KCTCS Board.

He reported that there is a major review session in October with the Southern Association of Colleges and Schools accreditation authorities. UK and KCTCS authorities are working together to develop a joint understanding of exactly how this

transition on accreditation and degree programs will be organized and arranged. He said he would continue to keep the Board informed, recognizing that the UK Board has certain fiduciary responsibilities as well as the KCTCS Board. He then entertained questions from the Board, and there was a discussion about the accreditation issue.

Governor Breathitt thanked Mr. Chellgren for his report and said the Ad Hoc Committee on the Transition of Community Colleges has been very helpful in the entire process.

R. Capitalization Policy Non-Expendable Moveable Equipment (FCR 1)

Mr. Hardymon, Chairperson of the Finance Committee, reported that the Finance Committee met prior to the Board meeting. He stated that FCR 1 is a policy item for the capitalization of non-expendable moveable equipment. The University Hospital has recommended raising the capitalization level from \$300 to \$500 for equipment acquired with Hospital funds effective July 1, 1998. The financial benefits for the lower amount (\$300) were eliminated with the movement to Medicaid managed care and the phase-in of a federal rate system for Medicare for capital reimbursements. This is the only change in the capitalization policy that was approved by the Board in April 1997. He said the Committee reviewed the capitalization policy and recommends approval of FCR 1. On motion made by Mr. Hardymon, seconded by Mr. Chellgren and carried, FCR 1 was approved.

S. Report of Leases (FCR 2)

Mr. Hardymon noted the cost increases in the renewal of leases which is a sign of 7 1/2 years of economic pick-up in the United States. When these increases occur, the university's procedure is to advertise for competitive bidding and make an analysis on how much it costs to move and what leasehold improvements must be written off if it is necessary to leave one structure for another. He assured the Board that this process had been done in all cases of an increase.

He said FCR 2 is a report of leases with an annual value less than \$30,000. He pointed out an example of an increase from \$6.54 to \$7.64 for one of the renewals and noted there were two new leases involving property in Lexington and Hazard. He moved approval of FCR 2. Professor Mather seconded the motion, and it passed. (See FCR 2 at the end of the Minutes.)

T. Approval of Lease (FCR 3)

Mr. Hardymon said that FCR 3 represents leases with an annual value greater than \$30,000. These leases are generally running \$11-\$12 per square foot but some are as low as \$9-\$10.50. He noted there were three renewals of leases and two new leases. He

called attention to the new lease between the University and the Department of Veterans Affairs, noting it is for the use of 2,900 square feet for an Intensive Care Unit. He moved approval of FCR 3. Mrs. Sims seconded his motion, and it carried. (See FCR 3 at the end of the Minutes.)

U. Capital Construction Report (FCR 4)

Mr. Hardymon moved that the Capital Construction Report be accepted. He said that the report represents projects having activity for the three months ending June 30, 1998. He called attention to the change notices and amendments. He said that the University is in a good situation, and this is a very thorough report. Dr. Meriwether seconded the motion, and it passed. (See FCR 4 at the end of the minutes.)

V. Cadence Design Systems, Inc. Gift-In-Kind (FCR 5)

Mr. Hardymon moved that the Board accept a gift-in-kind of computer software valued at \$970,472 from Cadence Design Inc. Systems of San Jose, California to the College of Engineering's Department of Electrical Engineering. This gift-in-kind includes software tools used in the study and research of integrated circuits. His motion, seconded by Mr. Reed, carried. (See FCR 5 at the end of the Minutes.)

W. Carol Martin Gatton Gift (FCR 6)

Mr. Hardymon moved that the Board accept a gift of \$600,000 from Carol Martin "Bill" Gatton of Bristol, Tennessee to the University of Kentucky Athletic Association for the expansion of the Center for Academic and Tutorial Services. He noted that Mr. Gatton has been very kind to the University of Kentucky. The College of Business and Economics bears his name in honor of his generosity to the college. Now, he has made a donation to the Center for Academic and Tutorial Services which is considered a model academic center. His motion, seconded by Mr. Williams, passed. (See FCR 6 at the end of the Minutes.)

X. James C. Bowling Lecture Series (FCR 7)

Mr. Hardymon moved that the Board accept a gift of \$25,000 and a pledge of \$75,000 from Joseph F. Cullman of New York City to establish and endow the James C. Bowling Lecture Series in the College of Communications' School of Journalism and Telecommunications. Mr. Bowling was a long-time University friend and supporter of the University until his death in 1997. This gift was made by Mr. Cullman in honor of Mr. Bowling. The income from the endowment will be used annually to invite a nationally recognized public relations professional to the University to spend a day with students followed by a public lecture in the evening. This endowment also provides funds for scholarships to outstanding senior students who plan to enter the business

world in the field of public relations. The University plans to double this endowment through other outside gifts. Mr. Guthrie seconded the motion, and it passed. (See FCR 7 at the end of the minutes.)

Y. Agreement between University of Kentucky and Kentucky Healthcare Enterprise, Inc. (FCR 8)

Mr. Hardymon said FCR 8 is a modification of the agreement between the University of Kentucky and Kentucky Healthcare Enterprise, Inc. which was negotiated pursuant to the Board 's Resolution of December 12, 1995 authorizing the University's participation in the development of a health care services corporation to manage, provide and deliver medical services to the citizens of the Commonwealth. He reviewed the changes in the agreement, noting the change in name from Health Associates of Kentucky, Inc. to Kentucky Healthcare Enterprise, Inc. He said the agreement would be reviewed again in June 2000. He moved approval of FCR 8. His motion, seconded by Mr. Reed, carried. (See FCR 8 at the end of the Minutes.)

Z. A Resolution Authorizing the University's Participation in the Continued Funding and Support of the CHA Integrated Delivery System (FCR 9)

Mr. Hardymon said FCR 9 is a Resolution Authorizing the University's Participation in the Continued Funding and Support of the CHA Integrated Delivery System. This is a situation involving an integrated healthcare delivery system. The system links together a group of providers of healthcare. It now involves 4,570 physicians, 66 hospitals, and 803 ancillary providers in Kentucky, Virginia, Tennessee and West Virginia.

He said that FCR 9 authorizes the expenditure of additional revenues of University Hospital, not to exceed \$17.7 million, which will be used along with funds from other qualified investors to provide capitalization for the CHA system through its holding company CHA Service Company and authorizes the President of the University to execute all necessary documents and contracts to facilitate the University's continuing investment in the CHA Service Company.

He explained that the additional funding will be used to support the rapid growth and development of the HMO by adding capital for new product development, infrastructure development and reserves. He noted the system now provides health benefits to over 195,000 people, and this rapid growth has presented start-up problems. He said the Hospital Board and Finance Committee were working together on this item, and thereby keeping everyone up-to-date. He moved approval of FCR 9. Dr. Meriwether seconded the motion, and it passed. (See FCR 9 at the end of the Minutes.)

AA. Resolution Approving a Financing/Lease Agreement for Expansion of Commonwealth Stadium (FCR 10)

Mr. Hardymon said FCR 10 is a resolution approving a financing/lease agreement among the University of Kentucky, the Kentucky Asset/Liability Commission, the State Property and Buildings Commission, and the Finance and Administration Cabinet for the purpose of providing interim and permanent financing for the expansion of Commonwealth Stadium. He explained that the financing/lease agreement will provide interim and permanent financing for stadium expansion project. The Kentucky Asset/Liability Commission will issue a bond application note to provide financing during the period of construction, and then the State Property and Buildings Commission will issue revenue bonds and provide permanent financing. This financing/lease agreement was necessary to secure payment and interest on the notes of the bond. The stadium expansion project is scheduled to be completed by the Fall of 1999. He moved approval of FCR 10. His motion, seconded by Mr. Williams, passed. (See FCR 10 at the end of the Minutes.)

BB.. Meeting Adjourned

There being no further business to come before the Board, the Chairperson adjourned the meeting at 2:15 p.m.

Respectfully submitted,

Merwin Grayson
Secretary
Board of Trustees

(PR 2, 3A, 3B, 4A, 5A, 5B, 5C, and 6A; FCR 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 which follow are official parts of the Minutes of the meeting.)

Office of the President
August 18, 1998

1. New Supercomputer Increases University's Calculation Capacity

The University has completed the first phase of installing a new Hewlett-Packard high-performance computer that increases by seven times the number of calculations that can be performed by researchers. The HP/Convex Exemplar 2200 system handles 49 billion calculations per second, compared with 7 billion per second by the University's previous high-performance computer. Over the next 18 months, the capacity will increase even more, eventually reaching 99 billion calculations per second.

2. UK Women in Engineering Named Nation's Best

The UK chapter of the Society of Women Engineers was named the best chapter in the nation at the society's national conference. The UK chapter also won the Boeing Team Tech Competition, in which a team of students works with an industry to solve a real-life problem. The best chapter award is a first for the University, but the team tech award has been won three previous times by UK.

3. UK Research Used as Model for National Anti-Drug Campaign

Research at UK provided a model for the nationwide drug campaign announced this summer by President Clinton. The ads were partially patterned after ads developed from research by Philip Palmgreen and Lew Donohew, communication. Palmgreen also was a member of the Campaign Design Expert Panel that developed the ads for the nationwide campaign. Palmgreen's role included a two-and-a-half-hour presentation on the UK research. That research targeted high sensation seekers, people who participate in high-risk, dangerous activities who are more likely to use drugs. The research has shown that the ads developed by Palmgreen and Donohew helped reduce marijuana use among high sensation seekers.

4. New Ombud Named

Jeffrey B. Dembo, oral surgery, has been named academic ombud for the 1998-1999 academic year. The ombud assists with student grievances concerning academic affairs by performing functions including investigating complaints, recommending cases to the Appeals Board and ensuring that rights are upheld and due process is followed. Dembo will serve part-time as ombud and part-time as an oral surgery professor during his appointment.

5. Medical Center Opens New Cancer Facility

The Chandler Medical Center has opened a new outpatient cancer treatment facility for patients in the Berea area. Kentucky Clinic Berea Cancer Treatment Center, located next to Berea Hospital, is a collaboration of the Markey Cancer Center and Berea Hospital. The Department of Radiation Medicine funded the \$1 million, 5,000-square-foot facility, and UK physicians and personnel are staffing it and providing services such as chemotherapy, examinations and radiation treatment which allows Berea-area patients to receive treatment closer to home.

6. Gatton College Conducts Sports Marketing Academy

The Gatton College of Business and Economics conducted UK's first Sports Marketing Academy this summer for corporate and college marketing directors and administrators. The academy focused on the development and use of sports marketing and provided networking opportunities for present and future leaders in the field. The three-day program was conducted in conjunction with Host Communications and was sponsored by Bank One, Ashland Inc., Kentucky Utilities and the UK Health Care Network.

7. NASA-Funded Study Explores Weightlessness and Women

Researchers at the Center for Biomedical Engineering have begun a four-year, \$400,000 study of the effect of weightlessness in space on women's cardiovascular and respiratory systems. The researchers are working with colleagues at the Chandler Medical Center and National Aeronautics and Space Administration. The federal Experimental Program to Stimulate Competitive Research provided the funding.

8. College of Law Inducts New Hall of Fame Members

The College of Law inducted three new members into its Hall of Fame on June 17. The new members are Edward H. Johnstone, senior judge of the U.S. District Court for the Western District of Kentucky; Joe Lee, U.S. Bankruptcy Judge for the Eastern District of Kentucky; and Peter Perlman, the first Kentuckian to serve as president of the Association of Trial Lawyers of America.

9. Alumni Association Elects Officers

New officers of the UK National Alumni Association are Robert F. Pickard of Brentwood, Tennessee, president; Robert E. Miller of Winchester, president-elect; and Sandy Bugie Patterson of Fort Thomas, treasurer. The elections were held at the association's summer workshop. Pickard is a 1957 engineering graduate and a real estate broker with Folk-Jordan Better Homes and Gardens in Brentwood. He is a former technical director of Genesco Inc. and former chairman of the Apparel Research Committee of the American Apparel Manufacturer's Association.

10. Hazard Community College Expands to Knott County

Hazard Community College is expanding to Knott County and will provide classes and support for Hindman area residents. New funding by the Kentucky General Assembly, including \$3 million in construction funds for the new Hindman campus, made the expansion possible. Knott Fiscal Court also received \$730,000 to expand the Knott Human Services Center, which will be used as a higher education and technology center by the community college.

11. Researchers Identify Problem with Child Safety Seat Usage

Although most Kentucky parents buckle up their children, an alarming number of them do not do it correctly, according to a new study by the Kentucky Injury Prevention and Research Center. Seventy-nine percent of children in the study utilized restraint mechanisms but only 20 percent were restrained properly. Researchers analyzed data from observations and inspections of vehicles entering shopping center parking lots in two rural counties. Results were published in a recent Centers for Disease Control and Prevention report.

12. Groundbreaking Held at Owensboro for New Child Care Center

A new child care center also will serve as a training center for a new degree program in early childhood education, a joint program of Owensboro Community College and Owensboro Technical College. The \$665,000 center will serve as many as 60 infants and toddlers of community college students. The center is scheduled to open during the spring 1999 semester. The Daviess County Office of the UK Cooperative Extension Service also plans to build a new \$800,000 center on the property, which will allow for expanded programs and improved parking and convenience.

13. Epilepsy Support Network Launched

The Chandler Medical Center and the Epilepsy Foundation of the Bluegrass are co-sponsoring the state's first Epilepsy Support Network, with the help of interactive video. The purpose of the network is to provide an educational service to epilepsy patients and their families in a statewide monthly meeting format. Meetings are held on the second Saturday of each month at network sites throughout the state.

14. Heart Institute Works to Reach People with High Risk of Heart Disease

A new program at the Linda and Jack Gill Heart Institute is aimed at reducing heart disease among those most likely to have it. The cardiovascular risk reduction program is designed to work with people who have high cholesterol and triglyceride levels or a family history of heart disease as well as with those who already have had angina and heart attacks. The program is a result of the "Coronary Valley" study by James Muller, director of the institute. The Coronary Valley study found that people living in the nine states of the Ohio River and Mississippi River valleys have a higher risk of dying from heart disease than people in the rest of the country. Thomas F. Whayne Jr. will direct the risk reduction program.

15. Markey Cancer Center Opens New Melanoma Clinic

In response to a growing number of melanoma cases, the Markey Cancer Center has opened an outpatient melanoma clinic that includes specialists in dermatology, surgery and hematology/oncology. This is the first melanoma clinic in the state that will allow patients to see all of their specialists in one place. Patients also may participate in a clinical trial of a melanoma vaccine developed by Kenneth Foon, Markey Cancer Center director, and Malaya Chatterjee, hematology/oncology.

16. Human Development Institute Receives \$1 Million Grant

The Human Development Institute has received \$1 million from the U.S. Administration on Developmental Disabilities to continue as the state's University Affiliated Program center. The program was established by federal legislation to promote team approaches to providing services for individuals with disabilities and their families.

17. Graduate School Awards New Fellowships and Scholarships

The Graduate School has awarded 32 new Kentucky Research Challenge Fellowships and 225 Target of Opportunity Research Assistants' tuition scholarships for the coming academic year. The fellowships, which provide \$15,000 stipends and full tuition, have been used to recruit highly-qualified students. The 225 Target of Opportunity Research Assistants scholarships cover tuition in targeted Tier I and Tier II programs of excellence.

18. Markey Cancer Center Receives American Cancer Society Grant

The Markey Cancer Center has received a three-year, \$240,000 Institutional Research Grant from the American Cancer Society to award money to junior faculty members beginning new research projects. A committee of 14 faculty members from nine departments will review applications biannually.

19. New Center to Support Medical Center Clinical Research

The new Kentucky Center for Clinical Research and Investigator Services will facilitate clinical research at the Chandler Medical Center. The center will help manage the time-consuming paperwork necessary for research involving new drugs and medical devices and will keep abreast of industry-sponsored clinical trials that could be done at UK. The center already is involved in a human gene therapy protocol for ovarian cancer, an anti-nausea drug developed at UK and a study on a numbing agent used with dental braces.

20. Student Awards and Honors

A team of Lester Brooks, Pamela Carothers, Kevin Crosslyn, Shane Furlough, Jean Mason, Chris Panagalos, James Purkerson and Terry Redman, Somerset Community College, was first runner-up in the two-year division of the Hallmark Cards/Students in Free Enterprise International Exposition and Career Opportunity Fair in Kansas City, Mo.

Rodney D. Chrisman, law, received the \$7,000 Ashland Inc. Legal Scholarship for each of his three years in law school.

Tom Henninger, mechanical engineering, received a National Science Foundation fellowship providing \$15,000 plus tuition for each three years.

Juliana McDonald, Sanders-Brown Center on Aging, received a research grant from the Wenner-Gren Foundation for anthropological research.

21. Significant Faculty and Staff Activities

Eunice Beatty, Lexington Community College, received a YWCA Woman of Achievement Award for leadership, achievement and service.

Sherman L. Bush, Jefferson Community College, was elected president of the Kentucky Association of Cooperative Education and Career Employment.

Frank Carothers, Somerset Community College, was named a Sam Walton Free Enterprise Fellow for his work with the Students in Free Enterprise program.

Richard Clayton, Center for Prevention Research, has received an additional \$1.24 million from The Robert Wood Johnson Foundation to continue the foundation's study on the causes of nicotine addiction.

Thomas Cogswell, history, had a book, *Home Divisions: Aristocracy, the State and Provincial Conflict*, published by Stanford University Press.

Deborah Danner and Dallas High, Sanders-Brown Center on Aging, received grants from the National Institutes on Aging and National Institute of Mental Health to participate in a research project, "Dementia Research: Informed, Proxy and Advance Consent."

Roberta Dwyer, veterinary science, received the Outstanding Young Alumnus Award from Iowa State University's Alumni Association.

Robert Flashman and Sam Quick, University Extension, had their "GriefWork" fact sheets on coping with death and dying released nationally, a year after the statewide release of the materials supported by the Funeral Directors Association of Kentucky.

Deborah Floyd, Prestonsburg Community College, was named chairwoman of the American Association of Community Colleges Federal Relations Commission.

Bernadette Fort and Jeremy Popkin, history, had a book, *The "Memories Secrets" and the Culture of Publicity in 18th-Century France*, published by the Voltaire Foundation.

David Harmon, animal science, won the American Society of Animal Science Ruminant Nutrition Award, and Laurie Lawrence, animal science, won the American Society of Animal Science Non-Ruminant Nutrition Award.

Michael Inman, military science, became the new commander of the University's Army ROTC.

Edward Jennings, Martin School of Public Policy and Administration, received a \$17,000 Environmental Protection Agency grant to set up a network between the EPA and small communities, funneling information about pending regulations to the communities and feedback to the agency.

Stuart Kaufman, political science, received a Council on Foreign Relations International Affairs Fellowship.

Kevin Kiernan, English, was named the College of Arts and Sciences Distinguished Professor.

Arnold Ludwig, psychiatry, published "Method and Madness in the Arts and Sciences" in *Creativity Research Journal*.

Mark Mattson, anatomy and neurobiology, and Vivek Rangnekar, urology, announced in *Nature Medicine* their discovery of a protein that causes nerve cell death in Alzheimer's disease patients. The discovery could lead to new treatments.

William Mikely, animal science, won the American Meat Science Association Award for Achievement.

Susan Mullins, Southeast Community College, was designated by the National Society of Fund Raising Executives as a Certified Fund Raising Executive, the only community college development officer in Kentucky to receive this designation.

Robert Olson, history, had a book, *The Kurdish Question and Turkish-Iranian Conflict*, published by Mazda Press.

Janice Schach, landscape architecture, was elected president of the American Society of Landscape Architects.

Suzanne Segerstrom, psychology, had results of her study, which found optimism boosts the immune system, published in the *Journal of Personality and Social Psychology*.

Autumn Short occupational health and safety, won the Hewlett Packard Laboratory Safety and Environmental Management award for development of World Wide Web pages for UK's Division of Environmental Health and Safety.

Gerald Smith, history, edited a book of unpublished sermons by Martin Luther King Jr. for a volume in the King Papers series being published by Stanford University.

Pathik Wadhwa, behavioral science, received a five-year, \$500,752 grant from the National Institute of Child Health and Human Development for his project, "Physiological Stress Reactivity and Pregnancy Outcomes."

Christopher J. Waller, economics, was named the first Gatton Chair in Macroeconomics and Monetary Economics.

PR 2

Office of the President
August 18, 1998

Members, Board of Trustees:

PERSONNEL ACTIONS

Recommendation: that approval be given to the attached appointments, actions and/or other staff changes which require Board action; and that the report relative to appointments and/or changes already approved by the administration be accepted.

Background: The attached recommended appointments and/or other staff changes require approval by the Board of Trustees in accordance with Part VIII-B of the Governing Regulations of the University. These recommendations are transmitted to the Board by the appropriate chancellor through the President and have the President's concurrence.

Under the Governing Regulations, the authority to make certain appointments and/or other staff changes is delegated to the President or other administrators who are required to report their actions to the Board. These items of report follow the recommendations requiring Board approval.

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____

CENTRAL ADMINISTRATION

I. BOARD ACTION

A. ADMINISTRATIVE APPOINTMENTS

Vice President for Research and Graduate Studies

Kalika, Douglass S., Associate Professor (with tenure), Chemical and Materials Engineering, appointed Associate Dean, Graduate School, 8/15/98 through 6/30/99.

Langley, Ronald E., Director, Survey Research Center, effective 6/1/98.

B. CHANGES

Vice President for Fiscal Affairs

Henninger, Thomas R., Director of Business and Operations, title changed to Associate Vice President for Fiscal Affairs, effective 9/1/98.

Vice President for University Relations

Mobley, Terry B., Associate Vice President for Development, Office of Development, title changed to Chief Development Officer, effective 7/1/98.

C. RETIREMENTS

Vice President for Fiscal Affairs

Canady, James, Employee Benefits, after 47 years, 8 months of consecutive service under AR II-1.6-1 Section III.B, effective 6/30/98.

Marshall, Bertha, Employee Benefits, after 9 years, 6 months of consecutive service under AR II-1.6-1 Section III.B, effective 5/31/98.

Wilmot, James, Employee Benefits, after 30 years, 1 month of consecutive service under AR II-1.6-1 Section III.B, effective 6/30/98.

Vice President for Information Systems

Cooper, William, Librarian II, Special Collections, University Libraries, after 24 yrs. 4 mos. of consecutive years of service, under AR II-1.6-1 Section III.B, effective 8/31/98.

D. EARLY RETIREMENTS

Vice President for Fiscal Affairs

Franklin, Ira, Custodial Worker I, Physical Plant Division, after 18 years, 4 months of consecutive service, under AR II-1.6-1 Section III.A.2 effective 8/14/98.

Skeen, O. Milton, Assistant Director, Purchasing, after 27 years, 1 month of consecutive service, under AR II-1.6-1 Section III.A.2 effective 8/31/98.

Vice President for Information Systems

Bates, Loraine, Library Tech, University Libraries, after 33 yrs. 0 mos. of consecutive years of service, under AR II-1.6-1 Section III.A.2, effective 7/15/98.

Hasan, Nuzhat, Library Tech, University Libraries, after 18 yrs. 6 mos. of consecutive years of service, under AR II-1.6-1 Section III.A.2, effective 7/20/98.

E. POST-RETIREMENT APPOINTMENTS

Vice President for Fiscal Affairs

Armstrong, Bobby, Cement Mason (part-time), Carpentry/Masonry/Paint, Physical Plant Division, 7/1/98 through 6/30/99.

Ballard, Afa, Pest Control Worker (part-time), Trucking/Pest Control, Physical Plant Division, 7/1/98 through 6/30/99.

Carmack, Lester, Plumber Welder (part-time), Plumbing/Welding, Physical Plant Division, 7/1/98 through 6/30/99.

Drury Howard, Electrician (part-time), Electric Shop, Physical Plant Division, 7/1/98 through 6/30/99.

Drury, Kenneth, Refrigeration Mechanic (part-time), Air Conditioning/Refrigeration, Physical Plant Division, 7/1/98 through 6/30/99.

Gerrin, Alton, Building Operator (part-time), Building Operators, Physical Plant Division, 7/1/98 through 6/30/99.

Greer, Amos, Cement Mason (part-time), Carpentry/Masonry, Physical Plant Division, 7/1/98 through 6/30/99.

Hall, James, C., Building Operator (part-time), Building Operators, Physical Plant Division, 7/1/98 through 6/30/99.

Kendrick, Clara, Staff Assistant (part-time), Administration, Physical Plant Division, 7/1/98 through 6/30/99.

Preston, Samuel, Carpenter (part-time), Carpentry, Physical Plant Division, 7/1/98 through 6/30/99.

Rodgers, Herbert, Electrician (part-time), Electric Shop, Physical Plant Division, 7/1/98 through 6/30/99.

Willhoite, Clarence, Plumber (part-time), Plumbing, Physical Plant Division, 7/1/98 through 6/30/99.

Witt, Elvin, Plumber (part-time), Plumbing, Physical Plant Division, 7/1/98 through 6/30/99.

II. ADMINISTRATIVE ACTION

A. ADMINISTRATIVE APPOINTMENTS

Vice President for Research and Graduate Studies

Jones, Deneese, Associate Professor (with tenure), Curriculum and Instruction, appointed Acting Associate Dean for Recruitment and Diversity, Graduate School, 8/1/98 through 7/31/99.

LEXINGTON CAMPUS

I. BOARD ACTION

A. ACADEMIC APPOINTMENTS

College of Agriculture

Cappiello, Paul E., Adjunct Associate Professor, Horticulture and Landscape Architecture, 7/1/98 through 6/30/99.

Sikora, Frank J., Adjunct Associate Extension Professor, Agronomy, 7/1/98 through 6/30/99.

Vanzant, Eric Steven, Assistant Professor, Animal Sciences, 6/1/98 through 6/30/99.

College of Business and Economics

Waller, Christopher J., Professor (with tenure), Economics, effective 8/1/98.

College of Communications and Information Studies

Johnson, J. David, Professor (with tenure), Communication, effective 8/15/98.

Graduate School

Pringle, Robert W. Jr., Adjunct Professor, Patterson School of Diplomacy and International Commerce, 8/1/98 through 6/30/99.

Ryen, Dag, Professor (temporary), Patterson School of Diplomacy and International Commerce, 8/1/98 through 5/31/99.

B. ADMINISTRATIVE APPOINTMENTS

College of Agriculture

Pass, Bobby, Professor, Entomology, and Chair, Entomology, reappointed Chair, Entomology, 7/1/98 through 6/30/04.

Smith, David A., Professor, Plant Pathology, and Chair, Plant Pathology, reappointed Chair, Plant Pathology, 7/1/98 through 6/30/04.

College of Arts and Sciences

Callahan, Joan, Professor (with tenure), Philosophy, appointed Director, Women's Studies Program, 7/1/98 through 6/30/99.

Miller, David L., Professor (with tenure), English, appointed Associate Dean for Basic Studies, College of Arts and Sciences, effective 7/1/98.

Wood, Constance, Associate Professor (with tenure), Statistics, appointed Chair, Statistics, 7/1/98 through 6/30/02.

College of Communications and Information Studies

Ryan, Leland, Associate Professor* (with tenure), Journalism and Telecommunications, and Director, Journalism and Telecommunications, reappointed Director, Journalism and Telecommunications, 7/1/98 through 6/30/02, and appointed Director, Media Center for the Future, Information Systems, effective 7/1/98.

College of Education

Hall, John W., Associate Professor (with tenure), Kinesiology and Health Promotion, and Acting Chair, Kinesiology and Health Promotion, appointed Chair, Kinesiology and Health Promotion, 7/1/98 through 6/30/02.

College of Engineering

Murphy, William E., Extension Professor (with tenure), Agricultural Engineering, College of Agriculture, appointed Director, Extended Campus Engineering Programs in Paducah, effective 7/1/98.

College of Fine Arts

Havice, Christine, Associate Professor (with tenure), Art, appointed Associate Dean, College of Fine Arts, effective 8/15/98.

Office of the Chancellor

Boling, James A., Professor (with tenure), Animal Sciences, and Associate Dean for Research, College of Agriculture, appointed Vice Chancellor for Research and Graduate Studies, effective 7/1/98.

Raines, Shirley, Professor (with tenure), Curriculum and Instruction, and Dean, College of Education, appointed Vice Chancellor for Academic Services (half-time), effective 8/1/98.

* Special Title Series

C. JOINT APPOINTMENT

College of Arts and Sciences

Carlson, Charles R., Associate Professor (with tenure), Psychology, joint appointment as Associate Professor (without tenure), Oral Health Science, College of Dentistry, effective 8/19/98.

D. REAPPOINTMENT

College of Communications and Information Studies

Finn, T. Andrew, Associate Professor (without tenure), Journalism and Telecommunications, 7/1/98 through 6/30/99.

E. RETIREMENTS

College of Agriculture

Bottom, Doris, Secretary, Cooperative Extension Service, after 13 years and 2 months of consecutive service, under Section III.B of AR II-1.6-1, effective 7/31/98.

Brown, Andrew S., Carpenter III, Agricultural Communications Services, after 19 years and 3 months of consecutive service, under Section III.B of AR II-1.6-1, effective 9/4/98.

King, George Jr., Agricultural Tech I, Robinson Substation, after 22 years and 3 months of consecutive service, under Section III.B of AR II-1.6-1, effective 8/3/98.

Mitchell, George E. Jr., Professor (with tenure), Animal Sciences, after 37 years and 9 months of consecutive service, under Section III.B of AR II-1.6-1, effective 7/1/98.

Subu, Nicolae, Animal Technician, Animal Sciences, after 15 years and 1 month of consecutive service, under Section III.B of AR II-1.6-1, effective 9/1/98.

College of Arts and Sciences

Foster, Imogene E., Staff Support Associate I, English, after 12 years and 9 months of consecutive service, under Section III.B of AR II-1.6-1, effective 6/30/98.

Vice Chancellor for Administration

Ginocchio, Sue, Senior Graphic Artist, Program Development and Marketing, University Extension, after 17 years and 4 months of consecutive service, under Section III.B of AR II-1.6-1, effective 6/30/98.

Strickland, Georgiana, Managing Editor, University Press, after 10 years and 8 months of consecutive service, and a total of 25 years and 8 months of service, under Section III.B of AR II-1.6-1, effective 7/1/98.

F. EARLY RETIREMENTS

College of Agriculture

Langlois, Bruce E., Professor (with tenure), Animal Sciences, after 25 years and 2 months of consecutive service and a total of 31 years and 4 months of service, under Section III.A.2 of AR II-1.6-1, effective 8/31/98.

Marlin, Carolyn G., County Extension Secretary, Field Programs, Cooperative Extension Service, after 33 years and 2 months of consecutive service, under Section III.A.2 of AR II-1.6-1, effective 9/1/98.

College of Arts and Sciences

Hartwig, H. Joan, Professor (with tenure), English, after 26 years and 5 months of consecutive service, under Section III.A.2 of AR II-1.6-1, effective 12/31/98.

College of Human Environmental Sciences

Conner, Betty, Staff Support Associate II, Family Studies, after 15 years of consecutive service, under Section III.A.2 of AR II-1.6-1, effective 8/31/98.

Graduate School

Berger, Philip, Professor (with tenure), Martin School of Public Policy and Administration, after 30 years and 10 months of consecutive service, under Section III.A.2 of AR II-1.6-1, effective 6/30/98.

Vice Chancellor for Administration

Anderson, Imelda L., Housing Manager, Cooperstown/Shawneetown, Auxiliary Services, after 34 years and 1 month of consecutive service, under Section III.A.2 of AR II-1.6-1, effective 7/1/98.

Hopper, Fred W., Auxiliary Services Manager, Housing, Auxiliary Services, after 17 years and 1 month of consecutive service and a total of 18 years and 4 months of service, under Section III.A.2 of AR II-1.6-1, effective 7/31/98.

Shaw, Katharine, Publication Production Assistant, University Press, after 22 years of consecutive service and a total of 31 years and 8 months of service, under Section III.A.2 of AR II-1.6-1, effective 7/10/98.

Vice Chancellor for Public Service and Outreach

Chapman, James P., Vice Chancellor, and Adjunct Professor, Classics, College of Arts and Sciences, after 25 years and 10 months of consecutive service, under Section III.A.2 of AR II-1.6-1, effective 6/30/98.

Vice Chancellor for Student Affairs

Riddell, Lois, Office Assistant, Residence Life, after 19 years and 6 months of consecutive service, under Section III.A.2 of AR II-1.6-1, effective 5/8/98.

G. POST-RETIREMENT APPOINTMENTS

College of Agriculture

Herron, James, Agronomy Specialist (part-time), Agronomy, 7/1/98 through 9/30/98.

Massey, Herbert, Associate Dean (part-time), International Programs, Agriculture, 7/1/98 through 6/30/99.

College of Arts and Sciences

McEllistrem, Marcus, Professor (part-time), Physics and Astronomy, 7/1/98 through 6/30/99.

College of Education

Rizk, Abdelmonem, Associate Professor (part-time), Kinesiology and Health Promotion, 8/16/98 through 12/31/98.

College of Engineering

Dillon, Oscar Jr., Professor (part-time), Mechanical Engineering, 7/1/98 through 6/30/99.

Funk, James E., Professor (part-time), Mechanical Engineering, 7/1/98 through 6/30/99.

Huffsey, Ralph R., Instructor (part-time), Civil Engineering, 7/1/98 through 6/30/99.

Wood, Don J., Professor (part-time), Civil Engineering, 7/1/98 through 6/30/99.

College of Human Environmental Sciences

Weeks, M. O., Professor (part-time), Family Studies, 7/1/98 through 7/31/98.

College of Social Work

Sagan, Edgar, Professor (part-time), Social Work, 7/1/98 through 7/28/98.

Graduate School

Berger, Philip, Professor (part-time), Martin School of Public Policy and Administration, 7/1/98 through 6/30/99.

Vice Chancellor for Administration

Witt, Mary, Director (half-time), Arboretum, 7/1/98 through 6/30/99.

II. ADMINISTRATIVE ACTION

A. ACADEMIC APPOINTMENTS

College of Agriculture

Anderson, John D., Assistant Extension Professor, Agricultural Economics, 7/1/98 through 6/30/99.

Coleman, Robert J., Assistant Extension Professor, Animal Sciences, 6/12/98 through 6/30/99.

Kolka, Randall K., Assistant Professor, Forestry, 7/15/98 through 6/30/99.

Szymanski, Marcella B., Assistant Extension Professor, Forestry, 8/1/98 through 6/30/99.

College of Architecture

Jahed, Peyman, Assistant Professor (part-time), Architecture, 8/16/98 through 12/31/98.

King, Jason, Assistant Professor (temporary), Architecture, 8/1/98 through 12/31/98.

Luhan, Gregory, Assistant Professor (temporary), Architecture, 8/1/98 through 6/30/99.

College of Arts and Sciences

Guindon, Lynn D., Lecturer, Classics, 8/16/98 through 6/30/99.

Harvey, Francis J., Assistant Professor, Geography, 8/16/98 through 6/30/00.

Hoebusch, Harald, Assistant Professor, German, 8/16/98 through 6/30/00.

Kellum, Rebecca, Assistant Professor, Biological Sciences, 8/16/98 through 6/30/00.

Pagano, Steven, Assistant Professor (temporary), Mathematics, 8/16/98 through 6/30/99.

Tulaczyk, Slawek, Assistant Professor, Geological Sciences, 8/16/98 through 6/30/00.

Wagner, Tracy L.E., Assistant Professor (temporary), Biological Sciences, 8/16/98 through 6/30/99.

Wang, Ran, Instructor (part-time), Russian and Eastern Studies, 8/16/98 through 12/31/98.

College of Communications and Information Studies

Hollis, D.W., Assistant Professor (temporary), Journalism and Telecommunications, 8/16/98 through 5/15/99.

College of Education

Anderman, Lynley Hicks, Assistant Research Professor, Educational and Counseling Psychology, 8/16/98 through 5/15/99.

Clements, Stephen K., Assistant Professor, Educational Policy Studies and Evaluation, 8/16/98 through 6/30/99.

McCrary, Jean L., Assistant Professor, Kinesiology and Health Promotion, 8/16/98 through 6/30/99.

Ransdell, Lynda B., Assistant Professor, Kinesiology and Health Promotion, 8/16/98 through 6/30/99.

Stilwell, Doris, Visiting Assistant Professor, Educational and Counseling Psychology, 7/1/98 through 6/30/99.

College of Engineering

Oldham, Joseph D., Instructor (temporary), Computer Science, 8/16/98 through 5/15/99.

Tao, Daniel, Assistant Professor, Mining Engineering, 7/1/98 through 6/30/00.

College of Human Environmental Sciences

Poynter, Julia T., Instructor (temporary), Nutrition and Food Science, 8/16/98 through 5/15/99.

Wickliffe, Vanessa, Assistant Professor, Interior Design, Merchandising and Textiles, 8/16/98 through 6/30/99.

College of Social Work

Badger, Karen S., Assistant Professor (part-time), Social Work, 8/16/98 through 5/15/99.

Mulligan, Barbara B., Assistant Professor (part-time), Social Work, 8/16/98 through 5/15/99.

Pitocco, Kelly A., Assistant Professor (part-time), Social Work, 8/16/98 through 5/15/99.

White, Alayne L., Assistant Professor (part-time), Social Work, 8/16/98 through 5/15/99.

Lexington Community College

Foster, Lauren, Instructor (voluntary), Lexington Community College, 7/1/98 through 6/30/01.

Haywood, Dorothy, Instructor (voluntary), Lexington Community College, 7/1/98 through 6/30/01.

Vice Chancellor for Academic Services

Svarlien, Diane Arnson, Instructor (part-time), Honors, Undergraduate Studies, 8/16/98 through 12/31/98.

B. ADMINISTRATIVE APPOINTMENTS

College of Education

Danner, Fred, Professor (with tenure), Educational and Counseling Psychology, and Acting Chair, Educational and Counseling Psychology, reappointed Acting Chair, Educational and Counseling Psychology, 7/1/98 through 6/30/99.

College of Fine Arts

Maschio, Geraldine, Associate Professor (with tenure), Theatre, appointed Acting Chair, Theatre, 7/1/98 through 6/30/99.

Office of the Chancellor

Leinbach, Thomas R., Professor (with tenure), Geography, College of Arts and Sciences, appointed Acting Director, Office of International Affairs, 8/15/98 through 6/30/99.

Vice Chancellor for Academic Services

Albisetti, James, Professor (with tenure), History, and Acting Director, Honors, Undergraduate Studies, reappointed Acting Director, Honors, Undergraduate Studies, 7/1/98 through 6/30/99.

C. JOINT APPOINTMENT

College of Arts and Sciences

Look, Brandon, Assistant Professor, Philosophy, joint appointment as Assistant Professor, Honors, 7/1/98 through 6/30/00.

D. REAPPOINTMENTS

College of Agriculture

Foree, Robert H., Instructor (part-time), Agricultural Economics, 8/26/98 through 12/18/98.

College of Architecture

Biagi, David, Instructor (part-time), Architecture, 8/16/98 through 12/31/98.

Gillig, Bob, Instructor (part-time), Architecture, 8/16/98 through 12/31/98.

Isenstadt, Samuel, Assistant Professor, Architecture, 7/1/98 through 6/30/00.

Miller, Wallis, Assistant Professor, Architecture, 7/1/98 through 6/30/00.

Obuchi, Yusuke, Assistant Professor (temporary), Architecture, 7/1/98 through 6/30/99.

Swetnam, Bruce, Assistant Professor, Architecture, 7/1/98 through 6/30/00.

Witte, Ronald, Assistant Professor, Architecture, 7/1/98 through 6/30/99.

College of Arts and Sciences

Appleton, Thomas Jr., Adjunct Assistant Professor, History, 7/1/98 through 6/30/00.

Campbell, F. Diane, Lecturer, English, 7/1/98 through 6/30/99.

Carter, Michael, Lecturer, English, 7/1/98 through 6/30/99.

Fults, Janna, Instructor (temporary), French, 8/16/98 through 6/30/99.

Hogstrand, Christer, Assistant Professor, Biological Sciences, 7/1/98 through 6/30/00.

Holle, Bruce F., Adjunct Assistant Professor, History, 7/1/98 through 6/30/00.

Krupa, James J., Assistant Professor*, Biological Sciences, 7/1/98 through 6/30/00.

Look, Brandon, Assistant Professor, Philosophy, 7/1/98 through 6/30/00.

Lovell, Mark A., Assistant Research Professor, Chemistry, 7/1/98 through 6/30/00.

Pool, Christopher, Assistant Professor, Anthropology, 7/1/98 through 6/30/00.

* Special Title Series

Prats, Judith, Lecturer, English, 7/1/98 through 6/30/99.
Puszkas, Norbert, Assistant Professor (temporary), German, 8/16/98 through 6/30/99.
Reynolds, Thomas, Lecturer, English, 7/1/98 through 6/30/99.
Schiffbauer, Judith P., Lecturer, English, 7/1/98 through 6/30/99.
Stone, E. Marye, Instructor (temporary), French, 8/16/98 through 6/30/99.
Verner, Dmitri, Assistant Research Professor, Physics and Astronomy, 7/1/98 through 6/30/99.

College of Business and Economics

Cooley, Edward L., Instructor (part-time), Management, 8/16/98 through 5/15/99.
Myers, Larry W., Instructor (part-time), Management, 8/16/98 through 5/15/99.
Payne, Gary D., Instructor (part-time), Management, 8/16/98 through 5/15/99.
Stoker, James H., Assistant Professor, Economics, 7/1/98 through 6/30/99.

College of Communications and Information Studies

Altman, Dennis, Assistant Professor*, Journalism and Telecommunications, 7/1/98 through 6/30/99.
Bakhshi, Shiv K., Assistant Professor, Journalism and Telecommunications, 7/1/98 through 6/30/99.
Bishop, Kay, Assistant Professor*, Library and Information Science, 7/1/98 through 6/30/99.
DeSantis, Alan D., Assistant Professor*, Communication, 7/1/98 through 6/30/99.
Harrington, Nancy Grant, Assistant Professor, Communication, 7/1/98 through 6/30/99.
Lane, Derek R., Assistant Professor*, Communication, 7/1/98 through 6/30/99.
Morgan, Susan E., Assistant Professor, Communication, 7/1/98 through 6/30/99.
Robinson, Karla Salmon, Assistant Professor, Journalism and Telecommunications, 7/1/98 through 6/30/99.
Ryan, Elizabeth H., Assistant Professor*, Journalism and Telecommunications, 7/1/98 through 6/30/99.

College of Education

Allen, Jeffrey, Instructor (part-time), Kinesiology and Health Promotion, 8/16/98 through 12/31/98.
Beach, David, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

* Special Title Series

Bell, Jennifer, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Boggs, Mary, Instructor (part-time), Curriculum and Instruction, 8/16/98 through 12/31/98.

Clasey, Jody, Assistant Professor, Kinesiology and Health Promotion, 7/1/98 through 6/30/99.

Daopoulos, James, Instructor (part-time), Kinesiology and Health Promotion, 8/16/98 through 12/31/98.

Dunn, Gary, Instructor (part-time), Educational and Counseling Psychology, 8/16/98 through 12/31/98.

Ferguson, Robert, Instructor (part-time), Educational and Counseling Psychology, 8/16/98 through 12/31/98.

Geldhof, Eric, Instructor (part-time), Kinesiology and Health Promotion, 8/16/98 through 12/31/98.

Haynes, Diane, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Herlihy, John, Instructor (part-time), Administration and Supervision, 8/16/98 through 12/31/98.

Leet, Vicki, Instructor (part-time), Curriculum and Instruction, 8/16/98 through 12/31/98.

MacMann, Gregg M., Assistant Professor, Educational and Counseling Psychology, 7/1/98 through 6/30/99.

McFarland, Martha, Instructor (part-time), Kinesiology and Health Promotion, 8/16/98 through 12/31/98.

Meyer, Stacie, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Moore, Liz, Instructor (part-time), Curriculum and Instruction, 8/16/98 through 12/31/98.

Muntz, Charlie, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Nuckols, Leslie, Instructor (part-time), Curriculum and Instruction, 8/16/98 through 12/31/98.

Pearsall, Dixon, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Pearson, Cheryll, Instructor (part-time), Educational and Counseling Psychology, 8/16/98 through 12/31/98.

Pickett, Joan, Instructor (part-time), Curriculum and Instruction, 8/16/98 through 12/31/98.

Prout, Susan, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Rankin, Stephanie Wheatley, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Rice, Sherri, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.

Shuping, Margaret, Instructor (part-time), Special Education and Rehabilitation Counseling, 8/16/98 through 12/31/98.
Sigafus, Bonnie, Instructor (part-time), Educational Policy Studies and Evaluation, 8/16/98 through 5/15/99.
Sprague, Dennis, Instructor (part-time), Kinesiology and Health Promotion, 8/16/98 through 12/31/98.
Trosper, Ernest, Instructor (part-time), Curriculum and Instruction, 8/16/98 through 12/31/98.

College of Engineering

Aultman-Hall, Lisa, Assistant Professor, Civil Engineering, 7/1/98 through 6/30/00.
Cheeks, Richard, Adjunct Assistant Professor, Civil Engineering, 7/1/98 through 6/30/99.
Dickey, Elizabeth C., Assistant Professor, Chemical and Materials Engineering, 7/1/98 through 12/31/98.
Hannahs, Carol C., Instructor (temporary), Computer Science, 8/16/98 through 5/15/99.
Lifland, Mitchel I., Assistant Professor (part-time), Chemical and Materials Engineering, 8/15/98 through 5/15/99.
Parker, John M., Assistant Professor, Mechanical Engineering, 7/1/98 through 6/30/00.
Schimpeler, Charlie, Instructor (part-time), Civil Engineering, 8/16/98 through 5/15/99.

College of Fine Arts

Boulden, George, Assistant Professor*, Music, 7/1/98 through 6/30/99.
Clauter, Nancy, Assistant Professor (temporary), Music, 8/16/98 through 5/15/99.
Hammond, Orville, Assistant Professor*, Music, 7/1/98 through 6/30/99.

College of Human Environmental Sciences

Burke, Ellen, Instructor (part-time), Family Studies, 8/16/98 through 5/15/99.
Epstein, Ann, Instructor (part-time), Family Studies, 8/16/98 through 5/15/99.
Glass-Lamb, Tracey, Instructor (part-time), Interior Design, Merchandising and Textiles, 8/16/98 through 5/15/99.
Hansen, Gary, Instructor (part-time), Family Studies, 8/16/98 through 5/15/99.
Nolan, Bill, Instructor (part-time), Family Studies, 8/16/98 through 5/15/99.
O'Malley, Angela, Instructor (part-time), Family Studies, 8/16/98 through 5/15/99.

* Special Title Series

Ortwein, Mary, Instructor (part-time), Family Studies, 8/16/98 through 5/15/99.
Springate, Kay, Instructor (part-time), Family Studies, 8/16/98 through 12/31/98.
Wilson, Jeanette, Instructor (part-time), Family Studies, 8/16/98 through 5/15/99.

College of Social Work

Deal, Kathleen T., Assistant Professor, Social Work, 7/1/98 through 6/30/99.
Griffin, Patricia E., Adjunct Assistant Professor, Social Work, 8/16/98 through 5/15/01.
Stivers, Teresa W., Assistant Professor (part-time), Social Work, 8/16/98 through 5/15/99.
Waldner, Barbara H., Assistant Professor (part-time), Social Work, 8/16/98 through 5/15/99.
Walker, Edwina, Assistant Professor (part-time), Social Work, 8/16/98 through 5/15/99.

Graduate School

Murray, Sheila, Assistant Professor, Martin School of Public Policy and Administration, 7/1/98 through 6/30/99.
Talbert, Jeffrey, Assistant Professor, Martin School of Public Policy and Administration, 7/1/98 through 6/30/99.
Wackerbarth, Sarah B., Assistant Professor, Martin School of Public Policy and Administration, 7/1/98 through 6/30/99.

E. PROMOTION WITHOUT TENURE

College of Business and Economics

Trask, Kathleen Ann, from Instructor, Economics, to Assistant Professor, Economics, 8/1/98 through 6/30/99.

F. TERMINAL REAPPOINTMENTS

College of Arts and Sciences

Talley, Clarence R., Assistant Professor, Sociology, 7/1/98 through 6/30/99.

College of Fine Arts

Pinkney, A. Jackson, Assistant Professor*, Theatre, 7/1/98 through 6/30/99.

* Special Title Series

G. LEAVES OF ABSENCE

College of Arts and Sciences

Badagliacco, Joanna M., Associate Professor (with tenure), Sociology, Sabbatical leave with half salary, 7/1/98 through 6/30/99.

Clubbe, John, Professor (with tenure), English, Leave without pay, 7/1/98 through 6/30/99.

Finney, Nikky, Associate Professor (with tenure), English, Scholarly fellowship leave, 7/1/98 through 12/31/98.

Green, Michael, Professor (with tenure), History, Leave without pay, 7/1/98 through 6/30/99.

Harris, Lawrence A., Professor (with tenure), Mathematics, Sabbatical leave with full salary, 1/1/99 through 6/30/99.

Hayden, Thomas L., Professor (with tenure), Mathematics, Sabbatical leave with full salary, 1/1/99 through 6/30/99.

Kaufman, Stuart, Associate Professor (with tenure), Political Science, Scholarly fellowship leave, 7/1/98 through 6/30/99.

Nelson, Dana D., Associate Professor (with tenure), English, Leave without pay, 7/1/98 through 6/30/99.

Perdue, Theda, Professor (with tenure), History, Leave without pay, 7/1/98 through 6/30/99.

Waller, Gregory A., Professor (with tenure), English, Scholarly fellowship leave, 7/1/98 through 12/31/98.

College of Education

Johnson, Patsy, Associate Professor (with tenure), Administration and Supervision, Leave without pay, 8/15/98 through 5/15/99.

Johnson, Willis, Professor* (with tenure), Curriculum and Instruction, Leave without pay, 7/1/98 through 6/30/99.

College of Engineering

Menguc, M. Pinar, Professor (with tenure), Mechanical Engineering, Sabbatical leave with half salary, 7/1/98 through 6/30/99.

Tzou, H.S., Professor (with tenure), Mechanical Engineering, Sabbatical leave with half salary, 7/1/98 through 6/30/99.

* Special Title Series

College of Fine Arts

Miller, Mina, Professor (with tenure), Music, Leave without pay, 7/1/98 through 6/30/99.

College of Law

Ausness, Richard, Professor (with tenure), Law, Sabbatical leave with full salary, 7/1/98 through 12/31/98.

Vasek, Stephen, Associate Professor (with tenure), Law, Sabbatical leave with full salary, 7/1/98 through 12/31/98.

Lexington Community College

Gil, Caroline, Assistant Professor, Lexington Community College, Leave without pay, 9/19/98 through 12/31/98.

Justice, Laura, Assistant Professor, Lexington Community College, Leave without pay, 11/16/98 through 6/30/99.

H. LEAVES OF ABSENCE CHANGES

College of Arts and Sciences

Hart, Stephen, Professor (with tenure), Spanish and Italian, to change from Sabbatical leave with full salary, 7/1/98 through 12/31/98, to Leave without pay, 7/1/98 through 6/30/99.

Meckier, Jerome, Professor (with tenure), English, to change from Sabbatical leave with half salary, 7/1/98 through 6/30/99, to Sabbatical leave with full salary, 1/1/99 through 6/30/99.

Rosenman, Ellen, Associate Professor (with tenure), English, to change from Sabbatical leave with full salary, 7/1/98 through 12/31/98, to Sabbatical leave with half salary, 7/1/98 through 6/30/99.

College of Business and Economics

Madden, John L., Associate Professor (with tenure), Economics, to rescind Sabbatical leave with full salary, 7/1/98 through 12/31/98.

College of Fine Arts

Pollack, Rhoda-Gale, Professor (with tenure), Theatre, to change from Sabbatical leave with full salary, 7/1/98 through 12/31/98, to Sabbatical leave with full salary, 8/1/98 through 1/31/99.

MEDICAL CENTER

I. BOARD ACTION

A. ACADEMIC APPOINTMENTS

College of Medicine

Foster, Thomas C., Associate Professor (without tenure),
Pharmacology, 9/1/98 through 6/30/99.
Hanna, Marie N., Clinical Instructor, Anesthesiology, 9/1/98 through
6/30/99.
Hosey, Robert G., Assistant Professor*, Family Practice, 8/19/98
through 6/30/99.
Kugelmas, Marcelo, Clinical Assistant Professor, Internal Medicine,
8/19/98 through 6/30/99.
Mair, Scott D., Assistant Professor, Surgery, 8/19/98 through 6/30/99.
Mastrangelo, Michael J., Assistant Professor, Surgery, 8/19/98 through
6/30/99.
McGee, Elizabeth A., Assistant Professor, Obstetrics and
Gynecology, 9/14/98 through 6/30/99.
Pearce, Kevin A., Associate Professor* (without tenure), Family
Practice, 8/15/98 through 6/30/99.
Shashidhar, Harohalli R., Clinical Assistant Professor, Pediatrics,
9/1/98 through 6/30/99.
Steichen, James B., Associate Professor (voluntary), Surgery, 9/1/98
through 6/30/00.
Tsuei, Betty, Assistant Professor, Surgery, 8/19/98 through 6/30/99.

College of Nursing

Kulig, Judith C., Associate Professor (visiting, part-time), 8/19/98
through 6/30/99.
McClure, Mary Jo, Associate Professor (part time), 8/19/98 through
6/30/99.

Graduate School

Hardy, Peter A., Assistant Research Professor, Biomedical
Engineering, 7/1/98 through 6/30/99.

*Special Title Series

B. ADMINISTRATIVE APPOINTMENTS

College of Medicine

Woodward, Thomas A., Clinical Assistant Professor, named Medical Director for Managed Care, U.K. Health Enterprise, effective 9/1/98.

Scutchfield, F. D., Professor, Preventive Medicine and Environmental Health, named Director, Center for Health Services Management and Research, effective 7/1/98.

C. ADMINISTRATIVE REAPPOINTMENTS

College of Medicine

Mankad, Vipul N., Professor (with tenure), Pediatrics, named Chair, Department of Pediatrics, 9/8/98 through 9/7/02.

D. JOINT APPOINTMENTS

College of Medicine

Moscow, Jeffrey A., Associate Professor (without tenure), Pediatrics, joint appointment as Associate Professor (without tenure), Graduate School, Graduate Center for Toxicology, 9/1/98 through 6/30/99.

E. PROMOTIONS

College of Medicine

Bowe, Edwin A., Associate Professor* (without tenure), Anesthesiology, to Professor* (with tenure), Anesthesiology, effective 8/1/98.

Glover, Michael W., Instructor (voluntary), Obstetrics and Gynecology, to Associate Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

Meigonni, Ali, Clinical Assistant Professor, Radiation Medicine, joint appointment as Clinical Assistant Professor, College of Allied Health Professions, Department of Clinical Sciences, to Clinical Associate Professor, Radiation Medicine, joint appointment as Clinical Associate Professor, College of Allied Health Professions, Department of Clinical Sciences, 9/1/98 through 6/30/99.

*Special Title Series

F. CHANGES

College of Dentistry

Lange, Karl W. from Professor (voluntary), Oral Health Practice, to Professor (part time), Oral Health Practice, 8/1/98 through 6/30/99.

College of Medicine

Bradley, Barrett B. from Associate Professor (part time), Obstetrics and Gynecology, to Associate Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

John, William J., from Associate Professor* (with tenure), Internal Medicine, to Associate Professor (part-time), Internal Medicine, 8/1/98 through 6/30/99.

Mersack, Ira P. from Associate Professor (part time), Internal Medicine, to Associate Professor (voluntary), Internal Medicine, 7/1/98 through 6/30/00.

University Hospital

Birdwistell, Mark, from Director of Managed Care/Network Development, Hospital Administration, to Associate Hospital Director, Hospital Administration, effective 9/1/98.

Moore, Larry, from Director, Fiscal Planning and Analysis, Department of Finance, to Director of Finance, Department of Finance, effective 9/1/98.

G. TERMINAL REAPPOINTMENTS

College of Medicine

Getchell, Marilyn L., Research Professor, Surgery, 10/1/98 through 6/30/99.

H. RETIREMENTS

College of Medicine

Arnold, Jessie, Staff Assistant, Surgery/Urology, after 30 years, eight months of consecutive service, under AR II-1.6-1 Section III.B, effective 11/6/98.

*Special Title Series

Morehouse, Virginia, Staff Assistant VII, Internal Medicine, after 15 years, eight months of consecutive service, under AR II-1.6-1 Section III.D, effective 4/30/98.

I. EARLY RETIREMENTS

College of Medicine

Queen, Ruth L., Administrative Assistant I, Pediatrics, after 12 years, 11 months of consecutive service and a total of 18 years, two months of service, under AR II-1.6-1 Section III.A.2, effective 6/1/98.

Smitson, Brenda, Research Assistant, Sanders Brown Center on Aging, after 20 years of consecutive service and a total of 27 years, six months of service, under AR II-1.6-1 Section III.A.2, effective 8/1/98.

J. POST-RETIREMENT APPOINTMENTS

Chancellor's Office

Offutt, Jesse, Security Worker (part-time), Safety, Security and Parking, 7/1/98 through 6/30/99.

College of Allied Health Professions

Thornton, Paul A., Professor (part-time), Clinical Sciences, 8/1/98 through 12/31/98.

II. ADMINISTRATIVE ACTION

A. ACADEMIC APPOINTMENTS

College of Allied Health Professions

Altman, Deborah, Instructor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.

Altobella, Gregg, Instructor (voluntary), Health Services, 8/20/98 through 6/30/00.

Baker, Russell, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.

Barker-Ward, Robin, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.

*Special Title Series

Baughan, James, Assistant Professor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.

Bazemore, Dana, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.

Becker, Stacy A., Instructor (voluntary), Health Services, 8/20/98 through 6/30/00.

Bilotta, Vincent T., Assistant Professor (voluntary), Health Services, 8/25/98 through 6/30/00.

Bowman, Kim, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.

Bullas, Julian, Assistant Professor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.

Choo, Michael C., Assistant Professor (voluntary), Health Services, 8/20/98 through 6/30/00.

Crump, Chester L., Assistant Professor (voluntary), Health Services, 8/20/98 through 6/30/00.

D'Angelo, Gregory L., Assistant Professor (voluntary), Health Services, 8/20/98 through 6/30/00.

Danhauer, David E., Assistant Professor (voluntary), Health Services, 8/19/98 through 6/30/00.

Davidson, Randall P., Assistant Professor (voluntary), Health Services, 8/25/98 through 6/30/00.

Distler, Dana J., Assistant Professor (voluntary), Health Services, 8/20/98 through 6/30/00.

Ellinas, Herodotos, Assistant Professor (voluntary), Health Services, 8/20/98 through 6/30/00.

Ewald, Linda M., Adjunct Instructor, Clinical Sciences, 8/20/98 through 6/30/99.

Fell, Steve, Assistant Professor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.

Giles, Paul, Assistant Professor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.

Gorton, Charles, Instructor (voluntary), Health Services, 8/20/98 through 6/30/00.

Hassam, Zehra, Assistant Professor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.

Jecius, Al, Assistant Professor (voluntary), Health Services, 8/20/98 through 6/30/00.

Johnson, Ellis L., Adjunct Instructor, Clinical Sciences, 8/20/98 through 6/30/99.

Julian, Gabriel, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.

Karolich, Daun, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.
Kurtiak, Vanessa, Instructor (voluntary), Health Services, 8/20/98 through 6/30/00.
Lachman, Barry S., Instructor (voluntary), Health Services, 8/20/98 through 6/30/00.
Mattingly, Laura M., Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.
Neff, Mark J., Instructor (voluntary), Health Services, 8/20/98 through 6/30/00.
Outland, Cathy, Instructor (voluntary), Health Services, 8/20/98 through 6/30/00.
Ralph, Sharon S., Instructor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.
Rostill, John, Assistant Professor (voluntary), Clinical Sciences, 8/20/98 through 6/30/00.
Santos, Allan, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.
Weigel, Ellen, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.
White, Hank, Instructor (voluntary), Clinical Sciences, 8/19/98 through 6/30/00.

College of Dentistry

Bogardus, Amy J., Assistant Professor (voluntary), Oral Health Science, 8/19/98 through 6/30/00.
Mullins, Edyee J., Assistant Professor (voluntary), Oral Health Science, 8/19/98 through 6/30/00.
Rich, William K., Instructor (voluntary), Oral Health Science, 8/19/98 through 6/30/00.
Wells, Richard S., Assistant Professor (part time), Oral Health Practice, 8/19/98 through 6/30/99.
White, Judy A., Assistant Research Professor, Oral Health Science, 8/20/98 through 6/30/99.

College of Medicine

Besson, Stephen A., Instructor (part time), Internal Medicine, 8/19/98 through 6/30/99.
Brannick, William J., Assistant Professor (voluntary), Diagnostic Radiology, 9/1/98 through 6/30/00.

Carrasco, Luis M., Assistant Professor (voluntary), Pediatrics, 9/1/98 through 6/30/00.

Cox, Elizabeth, Instructor (voluntary), Family Practice, 8/20/98 through 6/30/00.

DeGnore, Lisa T., Assistant Professor (voluntary), Surgery, 8/19/98 through 6/30/00.

Gould, Douglas J., Assistant Professor*, Anatomy & Neurobiology, 8/1/98 through 6/30/99.

Guiglia, Mary C., Assistant Professor (voluntary), Internal Medicine, 8/20/98 through 6/30/00.

Harris, John M., Assistant Professor (voluntary), Family Practice, 9/1/98 through 6/30/00.

Linger, Judy M., Assistant Professor (voluntary), Psychiatry, 8/19/98 through 6/30/00.

Menke, Thomas E., Assistant Professor (part time), Surgery, 9/1/98 through 6/30/99.

Michel, Frederick J., Assistant Professor (voluntary), Family Practice, 9/1/98 through 6/30/00.

Mitchell, Robert O., Assistant Professor (voluntary), Surgery, 8/19/98 through 6/30/00.

Nachbauer, Craig A., Assistant Professor (voluntary), Surgery, 8/19/98 through 6/30/00.

Napier, Sharon M., Clinical Assistant Professor, Ophthalmology, 9/1/98 through 6/30/99.

Nikolova-Karakashian, Mariana, Assistant Professor, Physiology, 8/19/98 through 6/30/99.

Rosdeutscher, David, Assistant Professor (voluntary), Diagnostic Radiology, 8/19/98 through 6/30/00.

Stargel, Charles V., Assistant Professor (voluntary), Family Practice, 8/20/98 through 6/30/00.

Thompson, Patricia D., Assistant Professor (voluntary), Internal Medicine, 8/19/98 through 6/30/00.

Tolbert, Thomas R., Instructor (part time), Internal Medicine, 8/19/98 through 6/30/99.

Uy, Anthony R., Instructor (part time), Internal Medicine, 8/19/98 through 6/30/99.

Vaughan, John J., Assistant Professor (voluntary), Surgery, 9/1/98 through 6/30/00.

Veitschegger, Rodney, Assistant Professor (voluntary), Diagnostic Radiology, 8/19/98 through 6/30/00.

*Special Title Series

College of Nursing

Bohanon, Perry K., Instructor*, 8/19/98 through 6/30/99.
Ford, Carolyn D., Instructor (part time), 8/19/98 through 6/30/99.

College of Pharmacy

Akers, Wendell S., Assistant Professor*, 8/19/98 through 6/30/99.
Finnell, Deanna, Instructor (voluntary), 8/19/98 through 6/30/00.
Holbrook, Robert, Instructor (voluntary), 8/19/98 through 6/30/00.
Liles, Steve, Instructor (voluntary), 8/19/98 through 6/30/00.
O'Connell, Keri, Instructor (voluntary), 8/19/98 through 6/30/00.
Piecero, Lance T., Assistant Professor (temporary), 8/19/98 through 6/30/99.
Rippetoe Freeman, Patricia E., Instructor (voluntary), 8/19/98 through 6/30/00.
Saylor, Karen B., Instructor (voluntary), 8/19/98 through 6/30/00.
Wright, Jennifer, Instructor (voluntary), 8/19/98 through 6/30/00.

B. ADMINISTRATIVE REAPPOINTMENTS

College of Medicine

Glasscock, Richard J., Professor (with tenure), Internal Medicine, named Acting Chair, Department of Internal Medicine, 9/1/98 through 8/31/99.

C. JOINT APPOINTMENTS

College of Allied Health Professions

Borst, George, Assistant Professor (voluntary), Health Services, joint appointment as Assistant Professor (voluntary), College of Medicine, Department of Internal Medicine, 8/1/98 through 6/30/00.

College of Medicine

Murphy, Paul J., Assistant Professor (part time), Pathology and Laboratory Medicine, joint appointment as Assistant Professor (part time), College of Pharmacy, 9/1/98 through 6/30/99.

*Special Title Series

Park-Sarge, Ok-Kyong, Assistant Professor, Physiology, joint appointment as Assistant Professor, Graduate School, Graduate Center for Toxicology, 9/1/98 through 6/30/99.

D. REAPPOINTMENTS

College of Medicine

Veltkamp, Tammy N., Clinical Assistant Professor, Internal Medicine, 7/1/98 through 6/30/99.

College of Pharmacy

Davis, George A., Assistant Professor (temporary), 7/1/98 through 6/30/99.

Dewitt, Betsy, Assistant Professor (temporary), 7/1/98 through 6/30/99.

Littrell, Robert A., Clinical Assistant Professor, joint appointment as Clinical Assistant Professor, College of Medicine, Department of Psychiatry, 7/1/98 through 6/30/99.

Nerstad, Darrel O., Clinical Assistant Professor, 7/1/98 through 6/30/99.

Roth, Kimberley L., Assistant Adjunct Professor, 7/1/98 through 6/30/99.

E. PROMOTIONS WITHOUT TENURE

College of Medicine

Ahnquist, Gary R., Instructor (voluntary), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

Alexander, James G., Instructor (voluntary), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

Harrison, Alvin, Instructor (voluntary), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

F. CHANGES

*Special Title Series

College of Dentistry

- Fraley, Christian S., from Assistant Professor (part time), Oral Health Science, to Clinical Assistant Professor, Oral Health Science, 7/1/98 through 6/30/99.
- Lawless, Laura N. from Clinical Assistant Professor, Oral Health Science, to Assistant Professor*, Oral Health Science, 7/5/98 through 6/30/99.
- Loftus, Shanna L. from Assistant Professor (part time), Oral Health Practice, to Clinical Assistant Professor, Oral Health Science, 7/5/98 through 6/30/99.
- Loy, Robert E. from Assistant Professor (part time), Oral Health Practice, to Assistant Professor (temporary), Oral Health Practice, 8/1/98 through 6/30/99.
- Templeton, Angela L. from Clinical Assistant Professor, Oral Health Practice, to Assistant Professor*, Oral Health Practice, 7/20/98 through 6/30/99.

College of Medicine

- Allweiss, Pamela from Assistant Professor (part time), Preventive Medicine and Environmental Health, joint appointment as Assistant Professor (part time), Family Practice, to Clinical Assistant Professor, Preventive Medicine and Environmental Health, joint appointment as Clinical Assistant Professor, Family Practice, 8/19/98 through 6/30/99.
- Barnes, Karen J., from Assistant Professor, Family Practice, 3/4/98 through 6/30/98, to Assistant Professor (temporary, part-time), Family Practice, 3/4/98 through 6/30/98.
- Butler, Larry S. from Clinical Assistant Professor, Obstetrics and Gynecology, 6/1/98 through 6/30/98, to Clinical Assistant Professor, Obstetrics and Gynecology, 6/17/98 through 6/30/98.
- Corey, Nicholas G., from Assistant Professor, Anesthesiology, 3/4/98 through 6/30/98, and reappointment as Assistant Professor, Anesthesiology, 7/1/98 through 12/31/98, to Assistant Professor (temporary, part-time), Anesthesiology, 3/4/98 through 6/30/98, and reappointment as Assistant Professor (temporary, part-time), Anesthesiology, 7/1/98 through 12/31/98.
- Hall, Stephen K. from Assistant Professor (part time), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

*Special Title Series

Hicks, Lewis P. from Assistant Professor (part time), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

Horn, Everett J. from Assistant Professor (part time), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

Langub, Moises C. from Assistant Research Professor, Internal Medicine, to Assistant Professor, Internal Medicine, 8/19/98 through 6/30/99.

Looff, John D. from Assistant Professor (part time), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

Mehta, Amitkumar from Clinical Instructor, Anesthesiology, to Instructor (part time), Anesthesiology, 8/20/98 through 6/30/99.

Roberts, Steve L. from Assistant Professor (part time), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

Smith, Stephanie J., Clinical Instructor, Anesthesiology, from leave without pay, 7/13/98 through 7/9/99, to educational leave with pay, 7/13/98 through 7/12/99.

Walker, James R. from Assistant Professor (voluntary), Psychiatry, to Assistant Professor (part time), Psychiatry, 8/19/98 through 6/30/99.

Wheeler, William B. from Assistant Professor (part time), Obstetrics and Gynecology, to Assistant Professor (voluntary), Obstetrics and Gynecology, 9/1/98 through 6/30/00.

College of Nursing

Cheves, Elizabeth P. from Instructor*, to Clinical Instructor, 8/19/98 through 6/30/99.

Gordy, Carrie M. from Assistant Professor*, to Clinical Assistant Professor, 8/19/98 through 6/30/99.

Kelso, Lynn A. from Assistant Professor*, to Clinical Assistant Professor, 8/19/98 through 6/30/99.

G. TERMINAL REAPPOINTMENTS

College of Medicine

Emmett, Kim R., Assistant Professor*, Internal Medicine, 9/4/98 through 9/3/99.

*Special Title Series

H. LEAVES OF ABSENCE

College of Medicine

Rasheed, Nadia, Clinical Instructor, Anesthesiology, educational leave without pay, 8/1/98 through 9/30/98.

College of Pharmacy

Digenis, George A., Professor (with tenure), joint appointment as Professor (without tenure), Graduate School, Graduate Center for Toxicology, sabbatical leave at full salary, 8/1/98 through 1/31/99.

PR 3A

Office of the President
August 18, 1998

Members, Board of Trustees:

PROPOSED AMENDMENTS TO THE GOVERNING REGULATIONS

Recommendation: that the following amendments to the Governing Regulations of the University of Kentucky which were received by the Board of Trustees for preliminary consideration on June 9, 1998, be approved.

(NOTE: Proposed additions are underlines; proposed deletions have a line through the text).

Amendment #1 - Change Part II - Governance of the University of Kentucky, Pages 2, 3 and 4 (See attached).

Amendment #2 - Change Part III - The President of the University, Page 2 (See attached).

Amendment #3 - Change Part VIII - University System Appointments, Page 1 (See attached).

Amendment #4 - Change Part X - Regulations Affecting Academic Employment, Page 3 (See attached).

Background:

Amendment #1 reflects Senate Bill 295.

Amendment #2 is proposed in conjunction with the change in title of the position of Assistant to the President for Administrative Affairs.

Amendment #3 reflects a change in the staff classification system. The new position grade levels are equivalent to the grade levels in the prior system.

Amendment #4 removes the requirement that prior service at comparable educational institutions be counted as probationary service at the University of Kentucky. This change was recommended by the University Senate. Amendment #4 also clarifies conditions under which the period of probationary service may exceed seven years.

Action taken:



Approved



Disapproved



Other _____

A. Board of Trustees

1. Definition

The Board of Trustees is a body corporate, under the name of Board of Trustees of the University of Kentucky, with the usual corporate powers, and possesses all the immunities, rights, privileges, and franchises usually attaching to the governing bodies of educational institutions. It may receive, hold, and administer, on behalf of the University, subject to the conditions attached, all revenues accruing from endowments, appropriations, allotments, grants or bequests, and all types of property. (KRS 164.160)

No member of the administrative staff of the University shall be directly or indirectly interested in any contract with the University for the sale of property, materials, supplies, equipment, or services, with the exception of compensation to the two faculty members. (KRS 164.131)

No member of a board of trustees shall have an interest in any contract with a state university unless such contract shall have been subjected to competitive bidding in compliance with KRS Chapter 45A, unless such trustee shall have been the lowest bidder and unless such trustee shall have first notified in writing the remaining members of the board, and to the newspaper having the largest circulation in the county in which the state university is located, of his intention to bid on such contract. (45A.340(7))

No member of the Board of Trustees may be held to be a public officer by reason of membership on the Board except as provided in KRS 45A.335 for the purpose of KRS 45A.340. (KRS 164.150)

All necessary expenses incurred by the Trustees in traveling to and from and while attending meetings of the Board of Trustees are designated to be paid out of the funds of the University. (KRS 164.170)

2. Membership

The Board of Trustees of the University of Kentucky consists of sixteen members appointed by the Governor, two members of the faculty of the University System who shall have the right to vote on all matters except that of faculty compensation, one member of the University System nonteaching personnel, and one member of the student body of the University of Kentucky. The terms of the appointed members shall be for six years and until their successors are appointed and qualified, except the initial appointments shall be as follows: two members shall serve one-year terms; two shall serve two-year terms, one of whom shall be a graduate of the University; three shall serve three-year terms; three shall serve four-year terms, one of whom shall be a graduate of the University; three shall serve five-year terms and three shall serve six-year terms, one of whom shall be a graduate of the University. Three of the

appointments shall be graduates of the University and may include one graduate of the institution who resides outside the Commonwealth; three shall be representative of agricultural interests; and ten shall be other distinguished citizens representative of the learned professions. The Governor shall make the appointments so as to reflect proportional representation on the Board of the two leading political parties of the Commonwealth based on the state's voter registration and to reflect no less than proportional representation of the minority racial composition of the Commonwealth. Appointments to fill vacancies shall be made for any unexpired terms in the same manner as provided for the original appointments. (KRS 164.131)

Each graduate member is appointed by the Governor from a list of three names submitted by the alumni of the University according to rules established by the Board of Trustees. (KRS 164.131; KRS 164.140)

The two faculty members representing the University System of the University of Kentucky shall be members of the faculty of the University System of the rank of assistant professor or above, elected by secret ballot by all faculty members of the rank of assistant professor or above in the University System. Faculty members shall serve for terms of three years and until their successors are elected and qualified. They are eligible for re-election but are ineligible to continue to serve as members of the Board if they cease to be members of the faculty of the University System. Elections to fill vacancies for any unexpired terms shall be held in the same manner as for the original elections. The authority to develop procedures for the election of faculty members of the University System to serve as members of the Board in accordance with the provisions of KRS 164.131 is hereby delegated to the University Senate.

Staff members eligible to vote and eligible to serve as an elected member of the Board of Trustees shall be those regular, full-time staff of the University of Kentucky, as defined in Staff Personnel Policy and Procedure Administrative Regulations, Number 4.0: Employee Status, excluding the president, vice presidents, academic deans and academic department chairpersons. The staff member shall represent all nonteaching university employees. The staff member shall be elected by secret ballot by the nonteaching employees. The staff member shall serve a term of three (3) years and until a successor is elected and qualified. The staff member shall be eligible for reelection, but a staff member who ceases being an employee of the university shall not be eligible to continue to serve as a member of the board. Elections to fill vacancies shall be for the unexpired term and shall be held in the same manner as provided for the original election. The authority to develop procedures for the election of a staff member of the University System to serve as a member of the Board in accordance with the provisions of KRS 164.131 is hereby delegated to the Vice President for Fiscal Affairs.

The student member shall be the president of the student body of the University during the appropriate academic year and may be an out-of-state resident if applicable. If the student member does not maintain the position as student body president or the status of a full-time student at any time during that academic year, a special election shall be held to select a full-time

student. The student member shall serve for a term of one year beginning with the first meeting of the fiscal year which contains that academic year. (KRS 164.131)

| The number of ~~faculty and student~~ and employee members elected to the University of Kentucky Board of Trustees shall not exceed four. (KRS 164.131)

3. Meetings

The Board of Trustees must hold at least four regular meetings per year. Dates designated by law are: the Tuesday preceding the regular annual Commencement of the University; the third Tuesday in September; the second Tuesday in December; and the first Tuesday in April. Special meetings may be called by the chairperson or by any three members upon giving ten days' written notice to each member of the Board. The business to be transacted at special meetings shall be specified in the notice of the meeting. All meetings are to be held on the campus of the University unless otherwise specified by a majority vote of the Board. A majority of the voting members of the Board constitutes a quorum. (KRS 164.170)

The Board of Trustees may adjourn any regular or called meeting to any date that it may set for such adjournment. Any meeting of the Board, if a quorum is not present, may be adjourned by the members attending to a time when a quorum shall be present.

The meetings of the Board of Trustees are required to be open to the public. The Board is required to arrange for a stenographic transcript of each of its meetings to be prepared and filed, to send an agenda for each of the meetings to each member of the Board, and to make a copy available to the press. (KRS 164.170)

The President of the University shall attend all meetings of the Board of Trustees and of its Executive Committee.

4. Officers

The chairperson, vice chairperson, secretary, and assistant secretary of the Board of Trustees shall be elected annually at the September meeting of the Board. In the absence of the chairperson, the vice chairperson presides. The secretary keeps the Minutes of all meetings, issues notices of meetings, and provides for the publication and distribution of the Minutes in accordance with instructions from the Board. The secretary is responsible for the maintenance of an official revised copy of these Governing Regulations and for the publication of revisions from time to time. The assistant secretary is empowered to perform the duties of the secretary when the secretary is not present on the Lexington campus of the University and at such other place or places as are required for the efficient performance of the secretary's duties. The assistant secretary need not be a member of the Board of Trustees.

|

Community College System, which are recognized as the primary educational policy-forming agencies of the University. The President must, of necessity, in the day-by-day direction of University affairs, interpret existing policies and, in some degree, establish new policy with respect to both educational and business and financial matters. Such policy determination shall be within the scope of the President's authority.

While responsible for the enforcement of the rules and regulations of the Board of Trustees and the University Senate, the President also shall provide for the application of these rules and regulations to individual cases. The President may suspend in a particular case under extraordinary circumstances a rule of the University Senate, except rules concerning admission and the number of credits and quality points required for graduation.

The President shall serve as the official medium of communication between the Board of Trustees, on the one hand, and the University Senate, the Senate of the Community College System, administrative officers, individual members of the faculty and staff, student organizations, and students on the other hand. In this connection it shall be the President's responsibility to transmit to the Board all formal communications from the University Senate, the Senate of the Community College System, and the Student Government Association along with the viewpoints of the body submitting a communication, including any minority opinions, and the President's own recommendations for action.

Incident to the administration of the University, the President may utilize subordinate administrative officers as appropriate. The President may appoint, or have appointed, temporary or standing advisory or administrative committees and, with the approval of the Board of Trustees, may establish academic and/or administrative councils.

In the event of a vacancy in the office of President or disability of the President, the Vice President for ~~University Relations Administration~~ shall exercise the functions of the President in the absence of the appointment of an Interim President by the Board of Trustees. If the Board finds it desirable to appoint an Interim President, it shall seek advice from a joint Board-Faculty committee if such has been constituted to recommend the appointment of a President or, if the committee has not been constituted, from the University Senate Council.

PART VIII

UNIVERSITY SYSTEM APPOINTMENTS

A. Administrative Appointments

1. Regular Appointments

The President of the University is appointed by the Board of Trustees with the advice of a joint committee of the Board, faculty, and student body. The committee shall consist of five members of the Board appointed by its chairperson; three members of the full-time teaching and/or research faculty of the University System, selected by a procedure determined by the University Senate; one member of the full time teaching faculty of the Community College System and one full-time student appointed by the chairperson of the Board. The committee shall provide opportunity for discussion between representative administrative, faculty, and student groups and prospective presidential candidates.

The chancellors, vice presidents, chief administrative officers of educational units (deans, directors, and chairpersons), and every administrative and professional employee of the University who is to report directly to the President or whose position is at Level ~~50~~⁴⁶ or above in the Administrative and Professional Classification System shall be appointed by the Board of Trustees, acting upon recommendation of the President. Except in the cases of those individuals who report directly to the President, a recommendation from an appointee's superior officer shall be obtained prior to recommending an appointment or reappointment by the Board of Trustees. Non-faculty employees other than those described above may be appointed by the President or, if their employment is to be in a chancellor/vice president sector, by the appropriate chancellor/vice president upon recommendation of the appropriate person or persons superior in rank to the appointees. The President shall report all appointments at Levels ~~47~~⁴² through ~~49~~⁴⁵ in the Administrative and Professional Classification System to the Board of Trustees. The President and the chancellors/vice presidents may delegate the power to appoint personnel whose appointments are not made by the Board of Trustees to other appropriate administrative officers.

If the Board does not accept the recommendation of the President with respect to an appointment, it shall call upon the President to make another recommendation. Likewise, the President may refuse to approve a recommendation but, in each such case, the President shall ask for a new recommendation. The same principle shall apply at all levels of the administrative organization.

2. Acting Appointments

When vacancies occur in administrative positions other than the presidency, the President or, if the officer is on appointment in a chancellor/vice president sector, the appropriate

A second type of post-retirement appointment may be used in a very limited number of cases, when it is essential to a University program or office or when it is otherwise impossible practicably to fill a position with a fully qualified person. Such a part-time or full-time appointment is restricted to former employees who have elected to retire, requires specific prior approval by the Board of Trustees, and is made for a period not to exceed one year.

More detailed information on the various types of appointments is provided in the Administrative Regulations (AR II-1.0-1, AR II-5.0-2, and AR II-1.6-1).

2. Probationary Periods

Probationary periods (or maximum non-tenure periods) are not applicable in cases where faculty members are appointed (1) in the research, clinical, adjunct, visiting, or voluntary series of academic ranks and titles, or (2) on a part-time or temporary basis. In all such appointments, faculty members are ineligible for tenure.

Probationary periods are applicable, ~~however,~~ to non-tenured appointments of faculty members on a full-time year-to-year basis in the regular, special title, extension, or librarian series of academic ranks and titles. Such non-tenured appointments may be for one year or for other stated periods, subject to renewal. The total non-tenure period, however, shall not exceed seven years unless one of the following provisions applies: AR II-1.1-12 (Family Medical Leave); GR X.C.7. (leave for duration of an election or term of office); GR X.C.5.d. (educational leave); or for other leaves of absence where the University, in granting the leave, and the individual, in accepting it, agree that time spent on the leave of absence shall not count as probationary period service. ~~, including previous full-time service with the rank of instructor or higher in other independently accredited institutions of higher learning, provided that in the case of a faculty member with more than three years in the academic profession, who is called from another independently accredited institution and appointed at the rank of associate professor or below, it may be required that the individual serve in a probationary status for a period not to exceed four years, even though thereby the individual's total non-tenure period in the academic profession is extended beyond seven years. However, in any case where a period of prior service of a prospective faculty member involves significantly different institutional objectives or significantly different professional activity, all or part of the period of prior service may be eliminated from consideration in determining the maximum non-tenure period in the University System or the Community College System of the University of Kentucky. Except as provided in Part X.C.5.d. and X.C.7., time spent on leave of absence shall count as probationary period service unless the University in granting the leave and the individual in accepting it agree to the contrary. An individual initially appointed to the rank of full professor may be given non-tenure status for a period not to exceed one year. An individual shall not remain at the rank of instructor in the University for more than three years. If after that period, promotion to a higher rank cannot be justified, the individual's appointment in the University System or the Community~~

PR 3B

Office of the President
August 18, 1998

Members, Board of Trustees:

APPOINTMENT OF BOARD OF DIRECTORS
UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

Recommendation: that approval be given to the appointment of Dr. Don M. Gash, (faculty member) and Mr. John R. "Jack" Guthrie (trustee member) to the Board of Directors of the University of Kentucky Research Foundation (UKRF) for three-year terms beginning July 1, 1998 and ending June 30, 2001.

Background: In accordance with the Bylaws, members of the Board of Directors of the University of Kentucky Research Foundation are appointed by the Board of Trustees to serve three-year terms. The Nominating Committee has recommended and the UKRF Board of Directors has endorsed the appointment of Dr. Don M. Gash (faculty member) and Mr. John R. "Jack" Guthrie (trustee member).

Action taken:



Approved

☐ Disapproved

☐ Other _____

PR 4A

Office of the President
August 18, 1998

Members, Board of Trustees:

CANDIDATES FOR DEGREES -- COMMUNITY COLLEGE SYSTEM

Recommendation: that the degrees specified on the attached list be awarded to the persons named, upon certification that the requirements for those degrees have been satisfactorily completed.

Background: At the November 12, 1965 meeting of the Board of Trustees authorization was given to the awarding of the Degrees of Associate in Arts, Associate in Science and Associate in Applied Science. The candidates on the attached list are recommended to the President and the Board by the Community College Faculty and the Interim Chancellor.

Action taken:



Approved

☐ Disapproved

☐ Other _____

ASHLAND COMMUNITY COLLEGE

Associate in Arts

BARBER CATHY J
BRADFORD RONDA L
KNIPP CINDY A
LITTLEJOHN KIMBERLY D

Associate in Science

GIBBONS JOAN C
LEWIS ROBERT J
SAMMONS MELISSA R
TRABANDT ELIZABETH H
WEBB CHRIS S

Associate in Applied Science

ADDINGTON TINA L
ALLEN ANGELA D
ARTHUR MICHAEL J
BARTRUM ROBIN L
CASTLE MARILYN
CONLEY TAMMY L
EPPERSON TERRI S
MCCOY MEGAN J
THOMPSON SHARON S
WATTS MARY C
WILLIAMS CINDY J

ELIZABETHTOWN COMMUNITY COLLEGE

Associate in Arts

AZIZ NOEMI H
BASHAM JESSICA R
BOATWRIGHT VAYELITA C
BRANTLEY DAVID III
CHATHAPARAMPIL ELIZABETH C
CLARK ANGELA L
CROSS KENNEY R
DUDGEON KIMBERLY A

ELSEY DENNIS R
HARBAUGH JAMES D
HAYDEN SHARON L
LAWSON MARY T
LEONARD KATHLEEN K
MANNING BETTY L
MARION ULRIKE U
MOSES WILLARD R
MURDOCK REBECCA L
PATNETT JILLIAN B
PERRY MICHAEL D
POWELL LINDA K
RIDENOUR-LEVITT DARLA R
SCHAPATONE EVA R
SEVER ERIC E
THOMAS JEREMY S
WARD SUSAN R
WATTS JUDY A
WENTLAND DAVID S

Associate in Science

COON JAMES D
HEREFORD DANIEL J
LOPEZ JENNIFER
NISSALKE JOSEPH D
RODRIGUEZ AMY E
STANLEY WILLIAM E
WHITE BONNIE J

Associate in Applied Science

COX MICHAEL T
HARMON HEATHER D
HICKEY DANIEL D
RECTOR LINDA J
SCHAFFER JAMA L
WEBSTER WILLIAM D

HAZARD COMMUNITY COLLEGE

Associate in Arts

BARNES JAMES E
BELLE JULIUS L
BREWER NIKKI G
BROWN GLENDA
COLLINS PATRICIA A
CRAFT TRACY
DAVIDSON ANGELA S
DIALS JESSICA L
EPPLE CORENNA S
FIELDS SHONTELL L
GABBARD JASON
HALL MARY M
HUFF LAVONNA M
HUGHES SANDRA
HUNT MICHELLE M
MADDEN AMANDA S
MARSHALL SONYA R
MCINTOSH STEPHANIE
NAPIER JOHNNIE R
PAST MELODIE
RITCHIE APRIL M
SMITH PAULA R
TRUSTY NATASHA
WHITAKER JAIME

Associate in Science

WILLOUGHBY BRANDILEA

Associate in Applied Science

COLLETT FREIDA
ESTEP ELBERT JR
SPENCER LILA S
SWORD TAMMY

HENDERSON COMMUNITY COLLEGE

Associate in Arts

KING DANIELLE L
KOPSHEVER MATTHEW S
LEAR JENNIFER L
PARK SARAH J

Associate in Science

OWEN KELLY D

Associate in Applied Science

HARRIS ALESHA

HOPKINSVILLE COMMUNITY COLLEGE

Associate in Arts

BARBAGALLO MISTY D
BARDIN JULIA H
BREEDVELD BLAKE L
CALHOUN KEVIN
CARPENTER BETH
COOPER SANDRA A
FREDRICK MICA S
FREELS JENNIFER L
JOHNSON KRYSTAL S
KELLEY WENDELL L
KEUNE DEBORAH R
KRAUSE CYNTHIA D
LEAR RITA A
LECLAIRE JOHANN F
LIPMAN ROBERT J
MCNEILL LAWANDA J
NAPOLITANO MARIANNA
PENCE JOSEPH M
PENN MICHELLE A
PETTUS VICTORIA L
REED MARCELLA B
RODIMON CELIA R

SERIE MONICA L
SHROYER CATHY L
SMITH HARRELL J
STOCKTON JAMES C
SWOPE DEBBIE A
TACKWELL ALLISON L
THAXTON ROBERT M
THOMPSON LONYA A
WARNKE MICHELLE A
WELLS GREGORY R
WHITE DANIELLE L

Associate in Science

BRAZIL GLEN J
CANTER ANGELA D
FUNK CHERYL A
HELTSLEY DANIEL S
HOLT KEVIN R
MEASELS ROBERT L
REID MICHELLE D
RUIZ FABIO A
WALSTON JASON
WHITE DESIREE J
WISEMAN JESSICA

Associate in Applied Science

BENSON CHARLES A
BROCK KEVIN D
DAVIS KIBBY R
DUKE TINA N
FULLER DEANNA M
HALL RAY A
HUMPHRIES PAMELA R
HURT JAMIE L
JOHNSTON CATHERINE L
KELLY STEPHANIE R
KNIGHT SHARON D
LONG KATHY R
MCCLURY VICTORIA M
MILLER MELANIE D
MILSTEAD SUZANNE J
QUITTER PAMELA L
RAY SHANNON R

SULLIVAN CHERI D
TAYLOR BEULINDA L
TRICE SHEILA
TURNER CARLA O
TURNER TONIA A

JEFFERSON COMMUNITY COLLEGE

Associate in Arts

ALLEN KEVIN
BEARD JOHNSY L
BEDTELYON DONNA
BOWMAN SANDY
BRYANT VERONICA L
CAMIC DANIEL J
CHAPPARS JAMES T
DULANEY HEATHER
DWYER KIMBERLY
EMBRY KEVIN M
GARRETT NICHOLE R
GLUZMAN FRIDA
HUBRICH W YVONNE
HUTT MICHAEL X
KAMBER SANDRA L
KELTING GINA
LANGFORD LESLIE A
LAY JENNIFER
MAHONEY TRACY
MOSELEY ROY W
PETTY KATE E
STEINER AMANDA
STROUD DEPHANY L
TENEROWICZ-SOHAN JAN M

Associate in Science

BURKHEAD MARCELLA
EALEY JAMES E
KIMBROUGH CHARLES A SR
KINNARD CHARLENE
KOLE MICHAEL E
SHREVE SHELAH E

Associate in Applied Science

ABDIN-EDDS BRENDA S
 ADAMS CARLA J
 BECK PEGGY L
 BUCHANAN LINDA F
 CARROLL CHERYL
 CULVER STEPHANIE
 DELOZIER MARY A
 DRIES MARY P
 DUMSTORF GAIL M
 EDMONDSON RACHELLE
 EHTINGTON SHARON W
 EVERS DAPHANE D
 FIELD TRACEY E
 FINCK MARY E
 FREEMAN MONICA L
 GARR SPRING M
 GARRISON ERIC P
 JOHNSTON LEEVA E
 JONES CARMEN A
 KOENIG JACOB N
 LINTON CINDY L
 MADDUX ANDREA M
 MASSEY LISA D
 MCCARSON MICHAEL
 MINER KAREN
 MUENINGHOFF SARAH K
 MURPHY DEBRA J
 NEEL EMILY R
 OLUWAJUYEMI FOLASADE J
 POWELL STEPHEN B
 RAUTENBUSCH DEBBIE L
 SAMMONS MARY G
 SAMPLE JOAN E
 SAUER TINA D
 SHIFLEY R SCOTT
 SMITH NATHAN D
 STEELE NANCY C
 SUTTON TERRY D
 WEBER STEFANIE

LEXINGTON COMMUNITY COLLEGE

Associate in Arts

BARLOW CHANDA K
 BROWN CHRISTIE L
 CAVILL TRACY L
 DICKINSON CRAIG W
 EDWARDS ESTHER M
 FERGUSON SCOTT T
 GILLIAM BEVERLY J
 GLOVER JAMALL A
 GRAHAM JANICE F
 HALL ROSEMARIE W
 HAMMONDS TARA N
 HOLBROOK NATHAN
 HOLMAN CORY T
 JONES CLAUDETTE S
 JONES TAMMY M
 KESSLER VINCENT B
 LAFERTY JAMES M
 MERRIMAN CLINT J
 OCKERMAN ANDREA M
 ROBINSON CRYSTAL D
 SACREST JASMINE G
 SAWYERS MELANIE C
 SCOTT TAMICAH A
 TURNER JILL C
 WACKOWSKI EDWARD J
 WOODWARD JOANN

Associate in Science

FREEMAN REBECCA A
 HAGER MARCIA L
 HINTON MICHAEL P
 HOFE CAROLYN R

Associate in Applied Science

BISHOP JASON R
 ELDRIDGE GLORIA G
 FARIES RICHARD A
 FISHER EDITH E
 HUNSTAD CHAD A

JUSTUS JOI L
 KEMP DARLENE A
 POWER MELISSA J
 WOJA SANDRA L
 YAN WEI

MADISONVILLE COMMUNITY COLLEGE

Associate in Arts

DAVIS PAULA
 HEIL ELIZABETH
 MULLIGAN CHRISTY
 OSBORNE JOHN III
 REVO THOMAS
 ROLLEY SHEILA
 SNEED JOSHUA
 WILCOX TEQUIA

Associate in Science

NEWSOM KELLEY
 VAUGHN WILLIAM
 WATSON ETHAN
 WILLIAMS DANNY

Associate in Applied Science

BEAM JENNIFER
 HOBGOOD ANDREA

MAYSVILLE COMMUNITY COLLEGE

Associate in Arts

ALLEN ALICE K
 GABRIEL THOMAS Y
 RITTER ALICIA Q
 SLOOP JEANETT R

Associate in Science

BENTLEY ROBERT
BLEVINS DAWN M
LEWIS THOMAS A
TUEL JAMESON S

OWENSBORO COMMUNITY COLLEGE

Associate in Arts

BAUM STACEY T
BISHOP CARRIE M
BOLTON KAREN C
BUTLER WADE D
CECIL AARON C
CHESNUT MICHAEL B
CHILTON MEREDITH N
CLARK LESLIE D
COLLIER JOSHUA S
HANCOCK RYAN D
HOWES SHERRY L
JACKSON JAMES E
JOHNSON SARA E
MCFARLAND ELIZABETH A
NEWMAN MELISSA L
PAYNE TODD M
POTTS STEPHEN K
POWERS BRIAN M
STROUD ALLISON M
TRAVIS STACY M
TURNER DEBORAH P

Associate in Science

HORSMAN JOSH P
HOWARD KIMBERLY M
KAELIN JODIE L
MAYFIELD TAMARA S
NORRIS THOMAS W
O'BRYAN EMBRA G
PAYNE DOUGLAS D
STEWART JASON P

Associate in Applied Science

BEAM JUSTIN L
EATON JAMES T
EVANS MARY R
FINLEY VANESSA R
FORTUNE BRIAN L
HARDY BARRY L
JOHNSON SHERRY L
KASSINGER JENNY L
RALPH CHRISTOPHER M

PADUCAH COMMUNITY COLLEGE

Associate in Arts

BALL ROBERT E
BEAN ROBERT R
BOMAR DONNA G
BRAZZELL MELANIE E
BRIDGES MELODY D
CAWTHON GWENDOLYN L
CLYMER SAMUEL G
COPE HOLLI M
DAVIDSON JOHN D
DUDLEY T S
ESTES PATRICIA L
FEILER JONATHAN D
FLOOD MATTHEW W
FORRESTER JENNIFER D
FUTRELL RICKY O II
GERRITY CHERYL
HOBBS ERIC D
HOOKS MICHELLE L
JOINER CHAD D
KELLER SHANNON M
KELLY ANGELA M
KIRBY KELLY S
MASSEY JOSHUA C
MATHIS CRYSTAL L
MOHLER MARNE M
OWEN PAMELA G
PENIX KELLY R

PETTIT MEGAN O
PROPER KRISTI A
QUILLEN DIANE F
SANDERS ALISA L
STARKS PAULA R
TRACY LEIGH A
WEAVER WILLIAM W
WHITE LADAWN A

Associate in Science

BRYANT BYRON K
BURNETT JULIE R
CANNON SARA J
ELLIOTT MARY A
FAGAN MARY B
FELLOWS BRANDY R
FRIZZELL MARSHA C
GREER CHRISTIE
GRIGGS TIFFANY J
JONES KELLY L
MCINTOSH JULIA A
OKTELA KARLA L
OLIVER SHEVONNE T
OTEY MELISSA S
PARKER REBECCA B
RILEY BRYAN A
RUDD ANDREW S
STARKS KELLY R
WARFORD KELLEY M
YATES TORSH L

Associate in Applied Science

LASTER CHARLES A
TOUJALE BAIJAYANTI

PRESTONSBURG COMMUNITY COLLEGE

Associate in Arts

BALDRIDGE BAMBI K
LOVE HESTER M

MCKINNEY APRIL D
RATLIFF KIMBERLY J
SETTLES FRANCES L
SEXTON ROBIN R
SIMPKINS JENNIFER A
STAMPER CONNIE A
WEBB JAIME L

Associate in Science

RISTER JENNIFER C

Associate in Applied Science

REED ROBIN K
STUMBO JAMES S

SOMERSET COMMUNITY COLLEGE

Associate in Arts

BRYANT RICHARD J
CARTER ASHLEY K
CHADWELL ALEXANDER L
COCHRANE LYNDON B
DAULTON JONATHAN M
HUBBLE LYNN W
HUMBLE REBECCA D
MCKINLEY MARK
MOUNCE JANET S
NAPIER RANDALL D
ROBERTS TANYA R
SCHIRMER NINA
SCOTT KRISTEN
SMITH MELINDA
STEVENS JASON
TUCKER ANGELA
WALTERS SUSAN L

Associate in Science

JONES AMIE G
KIDD LARRY A

Associate in Applied Science

ADKINS AMY M
FORD ROBERT C
RAMSEY KRISTA G
RUSH DIANE A
SIZEMORE CYNTHIA
WILSON MELISSA J

SOUTHEAST COMMUNITY COLLEGE

Associate in Arts

ADKINS SHARON L
BEAN JEREMIAH M
BLACK KAREN A
BOGGS CHRISTINA R
CARMICAL SETH M
COLLINS SHARON K
FULKERSON JOSEPH D
HENSLEY DAWN D
HUBBARD SHELIA F
KING GINA M
LAFERRIERE SANDRA L
LAWSON JAMES E
PARTIN PAMELA K
POLLY AMY L
POSEY SUSAN M
STAMPER JOSEPH L
STEWART JASON C
TURNER TERRIE L

Associate in Science

BROCK REBECCA P
BURKHART MITCHELL A
CAMPBELL HARVEY B
MCNEELY DONALD
SZCZEPAN WALTER S
VICKERS ALVIN L

Associate in Applied Science

BLAIR BRIAN A
CHURCH BARBARA
COLDIRON ELIZABETH M
GRAY CHRISTOPHER
HICKS KATHY T
WILLIAMS KIMBERLY P

PR 5A

Office of the President
August 18, 1998

Members, Board of Trustees:

CANDIDATES FOR DEGREES
UNIVERSITY SYSTEM

Recommendation: that the President be authorized to confer upon each individual whose name appears on the list presented herewith the degree to which he/she is entitled, upon certification by the Registrar and approval by the University Senate, that the individual has satisfactorily completed all requirements for the degree for which application has been made.

Background: Each individual whose name appears on the attached list completed the work leading toward the degree for which application was made at the close of the 1998 Summer Session.

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____

**OFFICE OF THE UNIVERSITY REGISTRAR
CANDIDATES FOR DEGREES**

GRADUATE DEGREES

Ph.D.	130
D.M.A.	3
Ed.D.	13
Ed.S.	5
M.A.	50
M.A. EDU.	34
M.A. ID. MT.	1
M.B.A.	3
M.H.A.	2
M.M.	5
M.P.A.	3
M.R.C.	8
M.S.	109
M.S.ACC.	2
M.S.BAG.F.	2
M.S.BIO.E.	5
M.S.CHE.E.	3
M.S.CIV.E.	12
M.S.C.NUT.	2
M.S.C.D.	2
M.S.EDU.	42
M.S.E.E.	16
M.S.FAM.S.	8
M.S.FOR.	3
M.S.H.P.	1
M.S.I.S.	36
M.S.MAN.	1
M.S.MA.SEL.	3
M.S.ME.	13
M.S.MIN.	1
M.S.NUR.	12
M.S.P.H.	13
M.S.P.T.	66
M.S.V.EDU.	5
M.S.R.M.P.	2
M.S.W.	9

TOTAL 625

**PROFESSIONAL
DEGREES**

J.D.	1
D.Pharm	4
M.D.	1

TOTAL 6

UNDERGRADATES

Agriculture	
B.S.A.F.	1
B.S.AGR.	14
B.S.A.S.	1
B.S.FOR.	1
B.S.F.S.	1
B.S.L.A.	3
B.S.P.S.S.	4

TOTAL 25

Allied Health

B.H.S.	17
--------	----

TOTAL 17

Architecture

B.ARCH.	11
---------	----

TOTAL 11

Arts and Sciences

B.A.	227
B.S.	51
TOTAL	278

Business and Economics

B.B.A.	81
B.S.A.	26
B.S.B.E.	7
TOTAL	114

Communications and Information Studies

B.A.	28
B.S.	10
TOTAL	38

Education

B.A.EDU.	50
B.S.EDU.	2

TOTAL 52

Engineering

B.S.CHE.E.	2
B.S.CIV.E.	11
B.S.C.S.	6
B.S.E.E.	5
B.S.ME.	8
M.S.MIN.E.	1

TOTAL 33

Fine Arts

B.A.	17
B.F.A.	3
B.M.	2
B.M.EDU.	2

TOTAL 24

Human Environmental Sciences

B.A.ID.	6
B.S.DH.	14
B.S.FAM.	19
B.S.F.S.	1
B.S.H.E.	2
B.S.H.M.	22
B.S.MAT.	20

TOTAL 84

Nursing

B.S.N.	6
--------	---

TOTAL 6

Pharmacy

B.S.PHARM.	1
------------	---

TOTAL 1

Social Work

B.A.S.W.	34
----------	----

TOTAL 34

GRADUATE DEGREES 625

PROFESSIONAL DEGREES 6

UNDERGRADUATE DEGREES 717

TOTAL 1,348

August 1998 Degree Candidates August 10, 1998

The Graduate School Dean: Michael T. Nietzel

Doctor of Philosophy

Adams, Idus Wilmer
Akers, Wendell Scott
Andrews, Rodney Jason
Ashworth, Michael Trent II
Baker, John Reece
Baker, Terry Alan
Ballard, Sherri Patrice
Barnes, Edward L., Jr.
Beach, Glenda Spencer
Bhardwaj, Anita
Blackwell, Deborah Lynn
Bowe, Derek Cyril
Brennan, Kevin Lee
Brenner, Annette Marie
Brophy, Timothy S.
Buice, Robert Graham, Jr.
Campbell, Derek Allen
Carney, Virginia Moore
Chadha, Harmeet Singh
Chang, Ko-yin Kay
Changchit, Chuleeporn
Cheatham, Mary Ann
Colon, Susan Elizabeth
Connell, Patrice Michelle
Cook-Newell, Margaret Ellen
Cottrell, Ted Eric
Coulson-Clark, Margery Mumtaz
Crotser, Michael P.
Crowder, Dale Allen
Cui, Mingwu
Dave, Kshiti P.
Davis, Jean Charlene
Davis, Rachel Sue
DeAtley, Steven Michael
Deitsch, Sarah Elizabeth
Deitz, David Holman
Deweese, Sarah
Dippery, Kyle David
Dong, Yaomin
Eastin, Charles Eckford
Edwards, Timothy
Ewalt, Jo Ann Gomer
Fabres, Jose Antonio
Fahey, Mark Richard
Fang, Hui
Ferguson, Elizabeth Ann
Fichter, Seth Andrew
Foege, Susan L.
Gallaher, Carolyn Ann

Garcia, Virginia S.
Ge, Xiaosong
Giles, Steven Michael
Gonzalez-Clements, Emilia
Greenberg, Victoria
Gutierrez-Boem, Flavio Hernan
Haigler, Edward David III
Hall, Jill Watkins
Hare, William W.
Hasemann, Dawn Michele
Heath, Robin Louise
Henderson, A. Gwynn
Henry, Kenneth William II
Hilaire, Luna
Hooks, Kim A.
Hopper, Kevin Ray
Hulett, Diane Netherton
Inman, Tina Hanlon
Jonas, Donald Keith
Kaminker, Patrick Georges
Keller, Jeffrey Neil
Kind, Kerry David
Koh, Seung-Hahn
Kroll, Larry Seth
Kumar, Anil
LaJaunie, Barbara L.
Lane, Scott Joseph
Langemeier, John Lloyd
Li, Kuang-min
Liang, Fangting
Lumm, Donald Karl
Lykins, Daniel Lee
Makarov, Oleg Petrovich
Manolis, Mary Beth
Martin, Angela Kaye
Mascha, Maureen Francis
McCann, Eugene Joseph
Medina, Georgie
Miller, Cathleen Louise
Mooney, Stephen Douglas
Mu, Xiaojun
Navsariwala, Umesh Damodar
Obermeier, Michelle Renee
O'Brien, Warren Gregory
Occhino, Janet L.
Paterson, William E.
Peters, Christopher Scott
Peterson, Sandra Hale
Redd, Margaret G.
Ro, Aloysius Kiik
Robinet, Patricia Mary
Rock, Michael
Sanchez, Rebecca Polley
Sherman, Jeffrey J.

Simmons, Scott Joseph
Smith, Nathaniel Bruce
Smith, Rhonda Lynn
Sorokina, Marina N.
Starr, Colin Lee
Taylor, Edward Campbell
Thompson, John Walker
Toll, William Ervin
Trench, Lynne Hansen
Venkataraman, Chandrasekar
Wang, Baowu
Warkentin, Craig Paul
Whatley, Mark A.
Wibowo, Kustim
Widener, Gregory K.
Williams, Robert Michael
Woolery, Edward W.
Wynn, Kennen Thomas
Xia, Chenghua
Xu, Fuqiang
Yang, Xin-Yue
Yates, Carmella Pasqualini
Ying, Yung-hsiang
Yuan, Xiao Jie
Zhan, Xiaonong
Zhang, Yu
Zhou, Huiping

Doctor of Education

Bucknam, Julie Alsip
Cleveland, Mark Warren
Compton-Hall, Margaret Ann
Decker, John Timothy
Esser, Linda Gerling
Haleman, Diana Lynn
Larson, Bruce Arthur
Levenhagen, Deanna Kay
Renfro, Joy Stump
Todd, Crickette Georgia
Tyson, Lora L.
Waldrop, Nancy Moore
Wolfe, Constance Lutz

Doctor of Musical Arts

Jones, William Laverse, Jr.
Mitchell, Charlie H.
Veiga, Suzanne Barber

Educational Specialist

Howell, Carrie Ann
Nickels, Beverly Lyn
Stewart, Anne R.
Taylor, Melissa Diane

Wallingford, Elizabeth Lawrence

Master of Arts

Abner, Mary Ann
Baldwin, Leigh Montgomery
Balentine, Amy Christine Murphy
Binney, James William
Brooks, Tirsit Almaz
Brotherton, Matthew L.
Carter, Douglas Wayne
Cecil, Gerald T.
Cordry, Benjamin Sheffield
Davis, Daniel B.
de Martino, Paola
Dempsey, Amy Louis Cheatwood
Dieffenbach, Richard Jacob
Eadie, Yulonda Diane
Eads, Sean Michael
Eardley, Dominic Alexander
Elam, Whit Ryan
Evans, Douglas Paul
Fayne, Ronja LaKyria
French, Michael William
Furgerson, Krista Joy
Goodwill, Harold Timothy
Gunter, Michael Martin, Jr.
Haasl, Randolph Eugene
Jones, Lauri Jill
Lee, Sunryoung
Lugo, Daniel
Lynch, James V.
McClung, Rebecca Alexandra
McCourt, Matthew James
McDorman, Maureen K.
Mercer, Ronald, Jr.
Noble, Leigh L.
Olivares Morales, Marissa
Pace, Donald Gene
Pennington, Joseph Allen
Pesek, John Mark IV
Piccirilli, Todd Arthur
Portis, Charity N.
Powell, Charles Edward
Recktenwald, James Reis
Sagandykov, Makhmud
Shufran, Donald K.
Smith, Candace Christian
Stephenson, April Dawn Naylor
Wagner, Michael Thomas
Wallhausser, Karl Richard
Walls, Jennifer Rose
Webster, John Matthew
Wendt, Carl John

Master of Arts in Education

Abel, Christopher Rex
Altwies, Stacey Anne

Andrlik, Mark Edward
Bohman, Robert Kerr
Brock, Anthony Ray
Brown, Ulyssine Estha
Coffey, Frank Lyle, Jr.
Cunningham, Scot Mervin
Durham, Janice Adele
Embry, Angela Laniett Potter
Enright, Bertha Jaynie
Gladwell, Sara Phillips
Heluuth, Christin Wynne (Johnson)
Hicks, Lisa Ann
Hillis, Nancy Lee
Hubbard, Char Marie
Keith, Michela Riccobono
Mitsumori, Timothy Nobuo
Myers, Mark R.
Nash, Susan Beth
Plumlee, Chastity LeAnn
Polk, Pamela Spencer
Ramey, Shirla Durbin
Rasdall, Rebecca Ruth
Richardson, Christen Long Carson
Siler, Eugene Edward III
Sulham, Clifford Bowen
Taylor, Angela Dawn
Thomas, Kenya Ray
Timoney, Killian Matthew
Warner, Laura Conn
Wheeler, Bradley Quinn
Wilder, Kevin Gene
Williams, Amy Elizabeth

Master of Arts in Interior Design, Merchandising & Textiles

Lucas, Patrick Lee

Master of Business Administration

Howard, Michelle Theresa
Kaiser, James Brian
Quenemoen, Alicia Danielle

Master of Health Administration

Del Bosco, Terrance Camsell
Shadley, Steven Dale

Master of Music

Bratten, Thomas Lionel
Floyd, Eva Gail
Hart, Jacqueline Kaye
Mattingly, Christopher Joseph
Ploskonka, Quintina Joy

Master of Public Administration

Bandy, Angela Denise

Nitting, Gary Raymond
Wilson, Regina Edrington

Master of Rehabilitation Counseling

Burleson, Jeffrey Allen
Cecil, Beth Ann
Cranmer, Glenn D.
Huff, Lori Ginger
Phillips, Johnny
Rogers, Sonya Miller
Sims, Charles Edward, Jr.
Wood, Dianna Lynn

Master of Science

Allen, Steven Nicholas
Bernstein, Joseph Purple
Bertram, David Paul
Bitsky, Randall Joseph
Bode, Stephen Douglas
Brett, Cathryn Elaine
Breuer, Edward Louis
Brown, Michael Scott
Brown, Wendy Sue
Budziszewski, Gregory Joseph
Byars, Thomas R.
Cai, Chaoxian
Chappell, Mark Albert
Collins, Kimberly Barnes
Constant, Louay M.
Conuel, Michael Bruce
Crider, Misty Elayne
Crosby, April Bethany
Cross, Bryan Harding
Crumbo, Brian David
Cullum, Mark Grayson
Dammu, Kumar Satya Seshu
Davies, Karin Leigh Mundell
Demiralay, Aslihan
Dowdy, Therese Cunningham
Dungan, Stephen Paul
Elliott, Barbara J.
Estes, Kyna Keeton
Etesse, Christopher Edward
Feiler, Jennifer Ann
Ferguson, Eugene Maner, Jr.
Fields, Todd
Filer, Larry Hugh
Fortner, Jeanne Ann
Ghosheh, Omar A.
Goh, Wee Jack
Good, Paul Elvin III
Harjoto, Maretno Agus
Hays, Jennifer Boone
Hines, Daryl Beecher
Houston, Robert Grant, Jr.
Isaacs, Carla Faye

Johanson, Eric Scott
 Johnson, Lee Ann
 Johnson, Walter Karl
 Jordan, Robert Blake
 Jula, William Stephen, Jr.
 Kamat, Rohini Madhav
 Keathley, Craig Phillip
 Kestner, David Taylor
 Kunkel, Brian Albert
 Lauer, Daniel Alan
 Lauten, John Jacob, Jr.
 Lee, William Wen-Tse
 Li, Min
 Liang, Fangting
 Livingston, Beven Pace
 Lou, Xingqiu
 Lu, Qun
 Martin, Adam Samuel
 McElhattan, Jennifer Lyn
 Miller, Joshua David
 Murphy, David W.
 Murray, Lisa M. Keller
 Oeltgen, Ryan Christopher
 Orey, Stephen Andrew
 Owens, Daniel Johnson
 Patel, Jignaben Dhansukhbhai
 Patterson, Shannon Harold
 Patwardhan, Avinash Raghunath
 Perry, Adam
 Powers, Christopher Walter
 Qasem, Jaber Ghaleb
 Qiu, Muqi
 Qiu, Xiaolan
 Rushing, Tammy Lynn
 Sayeebaba, Senthilkumaran
 Schmidt, Shane Rondel
 Shambora, William Edward III
 Simpson, Delphene
 Stull, Jeri Lynnette
 Su, Wen
 Subbaraman, Ravi
 Sullivan, Kelly Anne
 Sullivan, Virginia Marie
 Talur, Dheerendra
 Tampal, Nilufer M.
 Tang, Haibo David
 Tang, Shande
 Tidball, Moira Michie
 Tong, Chaohui
 Trowbridge, Mylissa McCracken
 Trupp, Robert Jason
 Voils, Corrine Ione
 Walkinshaw, Scott T.
 Wang, Hongbing
 Warrell, Mark Joseph
 Waters, Susan Elizabeth Mullins
 Williams, Keith Andrew
 Winingar, Jennifer Ann

Wolf, Steven Christopher
 Woosley, Paul
 Xia, Chenghua
 Xia, Zhiren
 Yates, Jennifer Marie
 Yelton, Steven Francis
 Zhan, Xiaonong
 Zhu, Haiyan
 Zhu, Hong

Master of Science in Accounting

Deer, Anna Yaping
 Halley, Kathleen Anne

Master of Science in Biosystems and Agricultural Engineering

Moberly, Charlotte Anne
 Moss, Christopher Gavin
 Spruill, Crystal Ann

Master of Science in Biomedical Engineering

Leman, Eddy Saputra
 McKale, James Michael
 Mullick, Sachin
 Pothini, Venu Madhav
 Shultz, Jason Matthew

Master of Science in Chemical Engineering

Duncan, Clyde Heath
 Garg, Ajay
 Wang, Yong

Master of Science in Civil Engineering

Balla, Mallikarjun Chakravarthy
 Choo, Ching Chiaw
 Chow, Nicholas Kok-Weng
 Doss, Paul David
 Faith, Jana Elizabeth Wood
 Higdon, Tonya McRay
 Nodurft, Elizabeth Nancy Gingerich
 Puckett, William Anthony
 Siddiqui, Robin
 Whelan, Danita Dolores
 Wu, Jiaer
 Yu, Cheah Yeong

Master of Science in Clinical Nutrition

Elgin, Andrea Lewis
 Zimmerman, Elise

Master of Science in Communication Disorders

Bridwell, Teal Adele
 Delzer, Amelie Marie

Master of Science in Education

Abner, Rochelle
 Bertin, Evelin
 Caudill, Jennifer Stachnik
 Collins, Lisa Phelps
 Coots, Katherine A. Coleman
 Coppage, Bridget Nicole
 Cruse, Krista Allen
 Curtis, Heather Christin
 DeSelm, Jennifer Lynne
 Ethington, Laurie Pecoraro
 Flanigan, Joanna Lazear
 Goodlett, Kimberly Alice
 Griffith, Paula Morris
 Hanshaw, Janet Lynn Meade
 Harkins, Caroline Miller
 Hey, Susan Lynn
 Ihrig, Ellyn
 Johnson, Marjorie Louise
 Johnson, Mary Taylor
 Ketterer, Amy Lynn
 Lowthert, Jamie Ann
 Maggard, Melissa Deanna
 McClain, Amy Lynn
 Meers, Donna Thompson
 Miller, Carmen Kimberly
 Moore, Gina Elaine
 Nagel, Rodney Aaron
 Noller, Melinda Claire
 Norman, Jacqueline Marie
 Parks, Donna Marie
 Parrott, Kathy
 Roberts, Shannon Adele
 Schmitz, Jean Renee
 Smith, Amy Tarter
 Smith, Leslie Lynn
 Suber, Shambra L'Annette
 Watkins, Kathleen Marie
 Weber, Joseph J.
 Whitlatch, Evy Ann
 Willis, Robert Kenneth II
 Wright, Laura Sackett
 Yost, Eva Marie

Master of Science in Electrical Engineering

Chimitt, William J.
 Gibson, Gretchen Yvonne
 Hon, Kah Kee
 Huang, Mei T.
 Huang, Zhiming
 Katabathuni, Sanjay Kishore
 Mathur, Vikas
 McIlvain, Terry Lee

Moore, Wilda Emily
 Murthy, Rashmi
 Ong, Keat Ghee
 Rademacher, Timothy J.
 Seshadri, Murali Sadagopan
 Vakil, Leena R.
 Yang, Bin
 Zhang, Yong

Master of Science in Family Studies

Garner, Beverly Carson
 Higgins, Lisa Renee
 Judy, Lindsay
 Lutzer, Augustina Christina Szumko
 Million, LeAnn Rachelle
 Rogers, Collette Brown
 Wilmes, Laura Elizabeth
 Wilson, Megan Ruth

Master of Science in Forestry

Bolen, Stephanie LaNae
 Davidson, Wade Lynn
 Tomlin, Jeff A.

Master of Science in Health Physics

Sowards, Keith Thomas

Master of Science in Library Science

Acree, Frances Laube
 Brewer, Barbara Joy
 Buchanan, Thomas Glenn
 Cantara, Linda Miller
 Cummins, Anna Katherine
 Denniston, Charlotte B.
 Doherty, Cherie Lee
 Dugan, Sally M.
 Edscorn, Steven Robert
 Farmer, Patricia O'Sullivan
 Foster-Harper, Susan M.
 Franklin, Helen Caine
 Goheen, Ronald Richard, Jr.
 Hamperian, Roger Keith
 Hopkins, Tony Ray
 Humphrey, Denise Carole
 Kelley, Robert Roy
 Kraemer, Elizabeth Gordon
 Kuhn, Amy K.
 Metzmeier, Kurt X.
 Montague, James Miller
 Nickles, Candace Alixe
 Osborne, Stacy Lea
 Overstreet, Kimberly Brown
 Proffit, Henry Kevin
 Rasche, Susan Jane

Saffell, Robert Thomas
 Scretchen, Denise Rochelle (McFarlin)
 Setser, Paula Lynn
 Smigielski, Elizabeth Mary
 Sonnichsen, Mary L.
 Strobel, Jennifer Aimee
 Vickery, Kelly Michael
 Williams, Kathryn Lynn
 Williamson, Todd A.
 Yanarella, ("Lisa") Margaret Elizabeth

Master of Science in Manufacturing Systems Engineering

Abbaraju, Vinay Kumar
 Dai, Zhongnan
 Kulkarni, Vijay

Master of Science in Materials Science and Engineering

Partington, Julie Christine (Ward)

Master of Science in Mechanical Engineering

Chia, Vic Hong
 Flannery, Kelly Michael
 Lattuca, Michael David
 Martin, Jeffrey William
 Miller, Charles Benjamin
 Narasimhan, Narkeeran
 Nelson, George Carl
 Quabili, Zakir Ahmad
 Seman, Richard Andrew, Jr.
 Surapureddi, Someswararao
 Tathavadekar, Parimal Madhusudan
 Wang, Hongbing
 Wang, Hongwei

Master of Science in Mining Engineering

Brooks, Steven Mark

Master of Science in Nursing

Barber, Edna S.
 Cassidy, Karma Bryan
 Diedrichsen, Sharon Earlene
 Flesch, Suzanne M.
 Groves, John Thomas, Jr.
 Happy, Rose Marie
 Hughes, Patrick Donald
 Kirkland, Carol Jane
 Morgan, Wanda Lorain
 Parham, Diana St. Amant
 Rudd, Tonya Kay
 Simpson, Kathi Young

Master of Science in Physical Therapy

Anthony, Michael Duane
 Beimesche, Jill Suzanne
 Bertsch, Craig Frederick
 Bonzo, Martyne Elizabeth Dykes
 Casnellie, Gina Ann
 Chesnut, Gynger Marie
 Collins, Sandra Ann
 Crawford, Amy E.
 Curtsinger, Kevin Louis
 Dukes, Robert Dwayne
 Elminger, Brian Scott
 Finley, Jennifer Faye
 Garland, Kathy Michelle
 Gerak, Patrick Allen
 Germann, Carrie Lynn
 Gibbs, Monica
 Goodwin, Gregory Dale
 Gormley, Heather Michele
 Hawkins, Carrie Lee Clark
 Henderson, Kristie Denise
 Hess, Ashlee Dawn
 Hicklin, Shelby Laine
 Howard, Joel Edward
 Hunter, Sandra Denise
 Ingram, Christi L.
 Jackson, Rebecca Lynn
 Johnson, Denise Virginia
 Jones, Christen Carol
 Jones, Kentry Montrell
 Keene, Karen Lynn
 Kennedy, Michael Wesley
 Leach, Janine LaVonne
 Lear, Bradford Kenneth
 Lewis, Todd Morgan
 Marlow, Jean Antoinette
 Mason, Joe Todd
 McIntosh, Amy Charline
 Meeker, Patrick Anthony
 Mery, Cynthia Elizabeth
 Moddeman, Kathleen Elizabeth
 Newsom, Staci Rachelle
 Payne, Daniel Lee
 Phillips, Angela Adkins
 Player, Sarah Ann
 Polly, Billie Jean
 Pompilio, Michael John
 Reister, Michael Thomas
 Risimini, John Anthony
 Robinson, W. Wesley
 Rosing, Melissa Kay
 Ross, Cheree Renee
 Rouns, Molly B.
 Schlueter, Mark James
 Skaggs, Dallas Scott
 Smith, Charles Wayne

Smith, David Louis
Spalding, Michael Stafford
Stanley, Jeffrey Niel
Stepner, David Joshua
Stumbo, Franklin Ray
Timoney, Caroline V.
Wade, Courtney Lynn
Wagner, Jennie Lynn
Witten, Leigh Ann Hannah
Wright, Kimberly S.
Ziobro, Randy Thomas

Master of Science in Public Health

Barbee, John Young, Jr.
Curd, Philip Richmond
Fendley, Cary Lester
Jackson, James White, Jr.
Jackson, Matthew Forrester
Kowalczyk, Shelly Marie
Liebenauer, Eric Palmer
McGonigle, Michael Blair
Musulin, Matthew Michael
Powe, Tahelia Carelle
Skidmore, Michael V.
Smalley, Brian Wade
Snider, Alison Foye

Master of Science in Radiological Medical Physics

Heintz, Bret Howard
Zheng, Jianzhong

Master of Social Work

Darrington, Charles C.
Ellison, Anissa Renee
Evans, Donald B.
Gassner, Dena Lorrain
Henderson, Sheri Kae Adams
Jenkins, Jodi Lynn
Land, Marla Dean
Oliver, Regina Lynn
Woosley, Joseph Wayne

Master of Science in Vocational Education

Elery, Carolyn Elizabeth
Floyd, Neal Christian
Hayes, Ivan Jeff
Sargent, Darryl Kent
Wolf, Eugene Francis

College of Law
Acting Dean: Robert G. Schwemm
Juris Doctor

Smith, Michelle D.

College of Medicine
Dean: Emery A. Wilson, M.D.

Doctor of Medicine

Roper, Pamela Lynn

College of Pharmacy
Dean: Jordan L. Cohen

Doctor of Pharmacy

Lane, Mary Kay
Roney, John Edwin
Waugh, Christine Denise
Wood, Donald Keith

College of Agriculture
Dean: C. Oran Little

Bachelor of Science in Agricultural Economics

Stedelin, Brian Thomas

Bachelor of Science in Agriculture

Atchley, Kathleen P.
Bales, Cynthia Joan
Brand, Alison Gayle
Daniel III, John N.
de Soyza, Anian George
Edelen, Adam Hayes
Hampton, John David
Horner, Aaron Paul
Layman, Richard Brandon
Lukehart, Eric Scott
Rutland, Mary Grace
Thompson, Daniel Alan
Wagoner, Jennifer Rebecca
Walston, Allison Tara

Bachelor of Science in Animal Sciences

Brown, Christopher Shane

Bachelor of Science in Food Science

Shepherd, Shane Gregory

Bachelor of Science in Forestry

Woody, Charles Ruffner

Bachelor of Science in Landscape Architecture

Beckman, Jamie William
Bullock, Robert Patrick
Lisanby, Sidney S

Bachelor of Science in Plant and Soil Science

Bullock, Richard Owen
Gardiner, Matthew Boone
Ryan Jr., Robert David
VanSickle, Kristopher Scott

College of Allied Health Professions

Dean: Thomas C. Robinson

Bachelor of Health Sciences

Blumenfeld, Jessica Beth
Elswick, Andrea Leigh
Eskridge, Dawn Leigh
Gardner, Hayley Corrine Stiffler
Hale, Josephine Anne
Johnson, Cynthia Lynn
Myers, Randolph Aric
Nixon, Rowena Catherine Gamblin
Northington, Diane Elaine
Olson, Courtney Leigh
Orick, Michelle Renee
Rice, Lori Terry
Short, Cassandra
Thompson, James R.
VanArsdall, Kelly Leigh
White, Deborah Ann
Withers, Courtnei Anne

College of Architecture
Dean: David Mohny

Bachelor of Architecture

Bennett, Jeffrey Scott
Bowling, Jonothan Christopher
Burt, Tresha Delaine
Gastright, Christopher J
Kelley, Tara
Mayes, Colby Wayne
Nickell III, John R
Overton, Robert Tate
Ptacek, Kurt Anthony
Smith, Nathan Glenn
Wood, Jennifer L.

College of Arts & Sciences

Dean: Howard Grotch

Bachelor of Arts

Adams, Ashley Miriam
Amsbary, Kristine Diane
Anbar, Dena Hussein
Arnsparger, Aaron Michael
Back, Mark Allen
Baird, William Jesse IV
Baker, James William II
Barnett, Tammy Louise
Beem, Jason B.
Bennett, Melody Danyelle
Berry, Steve Christopher
Blevins, Frankie Celsus
Briscoe, Bradley Hamilton
Brown, Bart L.
Burgess, John Franklin, Jr.
Burton, Chad Edward
Campbell, William Foster
Cantor, Matthew Gershen
Castle, Sherry Renae
Charles, Mary L.
Cheung, John Christopher
Chung, Gilmore Seisoon
Clark, Daniel Alan III
Clay, Anne Curry
Clemons, Tamica Michelle
Combs, Bobby John
Cook, Jason L.
Coppage, Loretta Faye
Couch, Timothy Steven
Crosswhite, Miysan T.
Crow, Michael Joseph
Cummins, Vaun Coburn
Darby, Timothy Ryan
David, Joseph Edward
DeGregorio, Suzanne Maria
Dixon, Stacy Lynn
Duwan, Gottlieb Johannes
Enriquez, Robert John Euesbio
Esposito, Tania Jean
Eubanks, Kimberly Jean
Flowers, Emily Ann
Frye, Kristy Alice
Goodman, Chase Preston
Gower, Robbie O'Neal
Gray, Jonathan E.
Hale, Derek Kane
Harris, Heather Mignon
Hendrix-Gross, Jenifer Dale
Howell, Toni Suzanne
Hurt, Brian Anthony
Hyrne, Melissa Childre
Jaafar, Annehayati
Jennings, Rachel Alison

Jennings, William Baxter
Jett, Brandon Stuart
Jones, Andrea Louise
Jones, Meredith Lynn
Jylkka, Andrew Brendon
Kegg, Kyle Hayden
Kinstle, David Bruce
Knupp, Jennifer Leigh
Kohner, Minda Ann
Lewis, Marcie Dawn
Mabry, Jennifer
Martin, Kevin
Mayfield, Brian Joe
McClain, Mika Dalila
McDonald, Abra
McMaine, Benjamin Allen
Middendorf, Michael Francis
Mills, Cameron Trevor
Myers, Gabrielle Alanna
Myers, Michael Edward
Neb, Tom McKay
Nesmith, Peter Shane
O'Keefe, Patrick Paul
Orr, Jennifer Lea
Packer, Jamila Charlene
Park, Jeong H.
Parsons, Kelly Michelle
Pasero, Jason Michael
Petry, Cory
Polly, Katelyn Michelle
Prather, Michael Jason
Regalado, Jose Carlo Bernardino
Reiling, Joseph Charles
Renuart, William Wood
Rhodes, Adele Marianne
Robison, Bryan Alan
Rowe, Shannon Elizabeth
Ryan, David Scott
Sargent, Daniel Patrick
Sayers, Anne Elizabeth
Scherzinger, Keleigh M.
Schoen, M. Aaron
Schultz, Jennifer Marie
Sharf, Evan P.
Singletary, Robert Earl
Skop, Daniel R
Stidham, Neal Allen
Stilwell, Christopher Hunt
Stith, Meredith Patrick
Stone, Suzanne Niccole
Stovall, Eric Stevenson
Sutherland, Robert Edward, Jr.
Szczepanski, Steven James
Thompson, Kyle Thomas
Thompson, Michael Xavier
Thompson, Travis William
Thurman, Kathryn Holt
Toups, Tia Kristine

Traylor, Kimberly Dawn
Underwood, Charles Wesley II
VanderWier, Courtenay Leigh
Vandivier, Michael Anthony
von Wiegen, Lisa Elaine
Wallace, Chris Colleen
Walsh, Danielle Kathryn
Wasiullah, Shabbir Mohammad
Watkins, Delmar
Watkins, Delmar
Wilkinson, Eric Thomas
Willet, James Robert
Wyatt, Juanita Jeannine
Yates, Brendan Reynolds
Zeigler, Christopher James
Zingerella, Patrick Joseph

Bachelor of Science

Adams, Christopher Allan
Aldis, Steven McLean
Appleton, Andrea Marie
Barker, TeShawna Leah
Bell, Neil Wayne
Brown, Cheryl Denise
Brown, Heather Diane
Cheung, John Christopher
Coleman, Joshua Darrell
Collins, Brandi LeMaster
Coughlin, Chris N
Crawford, Jason Jacob
Culver, Jeffrey Anthony
Datta, Lipi
Day, Ronald Michael
Ditty, Jack Foster
Finkelstein, Daniel Eli
Fitzpatrick, Michael Boone
Greene, Daniel Kenneth
Griffith, John Lewis
Hall, Christopher David
Haubner, Aaron Joseph
Hefton, Dennis Michale
Horn, Nancy Sueann
Jeske, Chad Steven
Kaelin, William Lee
Keister, Justin Mark
Khan, Imad Naseer
McDowell, Gary Stephen
McGovern, Kimberly Jean
McKenzie, Kelly Shane
McNeely, Michael Shawn
Moore, Justin Ross
Muha, Kevin Mark
Nelson, Mark Alden
Ng, Khing Jow
Patterson, Gary Travis
Radmanesh, Shardan Marc
Ranney, Scott M.
Sayers, Anne Elizabeth

Schuer, Kevin Martin
 Shalkey, Melissa Jean
 Smallwood, Brandon Lee
 Smith, Roger Brandon
 Steucek, JoAnn
 Stites, Edward Cooper
 Strobl, Brandon Joseph
 Sulham, Clifford Valentine
 Thornbury, Lori Leota
 Vessels, Justin Everett
 Vice, John Summers

College of Business & Economics

Dean: Richard W. Furst

Bachelor of Business Administration

Adamson, Todd Aubrey
 Anderson, Michelle R.
 Anthony, Ronald Lee
 Back, Jeremy William
 Beatty, Jaime Nicole
 Bell, Julie Marshall
 Bennett, Mary DuPre
 Berrong, Shelley Dyan
 Bertrand, Janet Barnett
 Beymer, Alan Robert
 Blakey, Corey Antoine
 Broaddus, Chad Craigwood
 Bucey, Matthew Reed
 Bunk, Douglas William
 Burton, Vida K.
 Chan, Jan Lee
 Chenault, Michael Orlando
 Cho, Kwai Han
 Cole, Laura Anne
 Conover, William D.
 Cook, Jennifer Lynn
 Coulter, Daniel David
 Cox, William Brown, Jr.
 Davis, Tonya Marie
 Dorsett, Daniel Creighton
 Duval, Thomas Dominic
 England, Brian Keith
 Forrester, Cassandra Jo
 Givens, James CalvinII
 Graeme, Heather Melinda
 Hammond, Martin George
 Hildreth, Rick
 Holmes, Diana RaShea
 Howard, Apryll Lynn
 Howells, Jennifer Elaine
 Hruska, Holly Lyn
 Huber, David Franklin
 Hwang, Hyun S.
 Hyrne, Jason Daniel

Isler, Brian David
 Kao, Shan-Tsai
 Kash, Carolyn Sue
 King, Deborah Dawn
 Kinslow, Kirby Dan
 Lau, Meei Jiun
 Lester, Ashley McClure
 Locher, Stacey Lynn
 Loh, Yak Ling
 Loke, Wei Hang
 Lollis, Stephen Wayne
 Macdonald, Kevin Andrew
 MacPherson, Gordon Arnold
 Masters, Andrea Lynn
 McDonald, Brian Daniel
 McFarland, James Richard, Jr.
 McPeake, James AlbertII
 Morgan, Angela Kaye
 Morgan, Jason Scott
 Morris, Tommy B.
 Muse, John David, Jr.
 Overby, Ashley Thomas
 Park, Thomas Harlan
 Peck, Bryan Anthony
 Peterson, Karen Ann
 Prestigiacomo, Philip James III
 Pruitt, Cindy Gwen
 Purniawan, Alex
 Reynolds, Benjamin Todd
 Rhodus, Kelly Renee
 Roberson, Amy Melissa
 Rowland, Michael Paul
 Rybicki, Karl K.
 Schaefer, Maurice John
 Seater, David Scott
 Simpson, William Brock
 Sims, Angela Marie
 Smith, William Scott
 Tan, Sem Lay
 Vinton, Scott Alexander
 Wascha, Christopher Holt
 Whitcomb, Steve James

Bachelor of Science in Accounting

Bush, Christopher Joseph
 Chick, Jennifer Anne
 Cho, Kwai Han
 Clay, Bonnie Jean
 Cornett, Elbert Alan
 Coyle, Christopher Todd
 Dorsett, Daniel Creighton
 Etscorn, David Andrew
 Gary, Cynthia Ann
 Hawkins, Jennifer Kathleen
 Hepfinger, Bryan Thomas
 Karpowicz, Joseph Peter

Kim, Kye Yun
 Lanham, Bridget Marie
 Martin, Brock Eston
 Nichols, Jennifer Hodge
 Purcell, Jason Michael
 Quinlan, Shaun Gregory
 Reitz, Thomas Cory
 Rizzo, Scott Anthony
 Ulmer, Andrew Brian
 Vogt, Scott Edward
 Walton, Tina L.
 Weingartner, Brenda Marie
 White, James Jeremy
 White, Tracey Elaine

Bachelor of Science in Business & Economics

Avent, Kevin Douglas
 Camic, Ashley Meredith
 Catania, John L.
 Lloyd, Christine Berry
 McCracken, Jill Ann
 Neyland, Christopher Hyams
 Ng, Khing Heang

College of Communications & Information Studies

Dean: Douglas A. Boyd

Bachelor of Arts

Benjamin, Michael Jason
 Cope, Miranda Leah
 Craig, Emily Kristen
 Daulton, Amy Ruth
 Halpin, Thomas Youker
 Hamel, Fred Wesley II
 Harris, George Sterling
 Haverstick, Samuel O.
 Henley, Kristin Lee
 Herbst, Robert William
 Jackson, Melanie Paige
 Leighton, Jennifer Kay
 Martin, Christopher Augustus
 McMillan, Ashlea Anita
 Mee, Bruce K.
 Meier, Michael P.
 Pennington, Billie S. DeGaris
 Purcell, Tammy Sue
 Robinson, Ryan Joseph
 Schulte, Mary M.
 Schreiber, Stephanie Anne
 Shelton, Laura Leigh Marie
 Taylor, James Michael
 Teoh, Audrey Li-erh
 Thompson, Lynn Cager

Washington, John Augustine
West, Pamela Kay
Woodford, William Anderson

Bachelor of Science

Boggs, Paula Y.
Darrell, Nona Scott
Devins, Wendy Michelle
Hamilton, Todd Jefferies
Johnson, Brian Wesley
McRorie, Karin Lindsay
Miracle, Jennifer Lyn
Pope, Susan Cassidy
Ricciardi, Jeffrey Joseph
Schoenborn, Eric Cade

College of Education **Dean: Shirley C. Raines**

Bachelor of Arts in Education

Beal, Kristin Rayma
Berge, Jason D.
Berghaus, Stephanie Lynne
Boggs, Aaron J.
Brooks, Jamie Danielle
Bullock, Joshua Tyler
Collins II, W Raymond
Combs, Ronda Kaye
Cordon, Teresa Stivers
Doctor, James Edward
Elam, Jason T.
Engle, Shelley Marie
Estes, Crystal Michelle
Fleckenstein, Brian Palmer
Gainer, Erik A.
Higgs, Shawn R.
Jenkins, D'Andre' D.
Johnson, Matthew Richard
Kehrt, Roger Lawrence
Kovac, Carol Ann
Lacer, James Lawrence
Lanier, Jakim D
Linblad, Tracy Allison
Madison, Eric L.
Mayes, Courtenay Grace
Maynard, Michael John
Milanich, Marc Arron
Miller, Don Steven
Miller, Jack Thomas
Moore, Travis William
Neal, Kelly Tennille
Novak, Christian Alan
Osborne III, Carmel Clinton
Parks, Shannon Philip
Peach, Joseph Daniel
Poff, James Woodrow, Jr.
Price, John Michael

Radicchi, Rebecca Claire
Ralston, Carla Jean
Rogers, Stacey Scott
Slone, Stacie Annette
Smith, Amy Carol
Timpanaro, Liza L
Tipton, Angela Leigh
Walsh, David William
Ward, Kevin James
Washer, Thomas Dave
Whelan, Jr., Thomas Guy
Wilson, Marc Robert
Wood, Diane Allison

Bachelor of Science in Education

Reed, Ashley Gay
Tudor, Elizabeth Lee

College of Engineering **Dean: Thomas W. Lester**

Bachelor of Science in Chemical Engineering

Fowler, Craig D
Kum, Ri Ye

Bachelor of Science in Civil Engineering

Cutshaw, Quincy Allen
Harris, Eric Todd
Kroehler, Jon M
Payne, William Stanley III
Price, Craig Thomas
Pruitt, George Franklin
Ramey, Shane Garland
Simons, David W.
Slone, Stephen Christopher
Teo, King-Pow
Willis, Heather Jane

Bachelor of Science in Computer Science

Dobner Jr., Joseph Jacob
Du, Zengyu
Harbour, Daniel Michael
Lambert, Scott Homer
Slone, Brian Keith
Trieloff, Jody Glen

Bachelor of Science in Electrical Engineering

Coats, Michael Patrick
Jenkins, Gregory Alan
Liew, Eu-Jin

Upton, Michael Paul
Willett, Michael Anthony

Bachelor of Science in Mechanical Engineering

Dever, Kerry Lee
Eaton, Joey Thomas
Eckert, Jennifer Clare
Foo, Lawrence Voon Ming
Johnston, John Riley
Owens, Gary Lee
Schroeder, Melissa Joan
Stovall, Christopher Clay

Bachelor of Science in Mining Engineering

Damron, Glenn Michael

College of Fine Arts **Dean: Robert Shay**

Bachelor of Arts

Ball, Derek W.
Dunlap, William Karl
Gaworski, Przemyslaw Shamick
Hatton, Sondra Michelle
Holbrook, Beth Ann
Hoskins, Nathan Hewitt
Kramer, Steven George
Linn, Krista Anne
Lucas, Pamela
Mercer, Gregory Alan
Milhoan, Kimberly Ann
Pipatwatcharaporn, Suphaphon
Powell, John Kevin
Sheron, Michael Patrick
Totty, Karla LaRae
Tranetzki, Jason Dean
Vance, William Seldon

Bachelor of Fine Arts

House, Melanie Jean
Hurley, Chad E.
Tober, Kristina Leigh

Bachelor of Music

Eaton, Patrice Pates
Scarozza, Jonathan Charles

Bachelor of Music in Music Education

Farthing, Sharon Gayle
White, Michael Dale

**College of Human
Environmental Sciences**

Dean: Retia S. Walker

**Bachelor of Arts in Interior
Design**

Frantz, Sharon K
Frederick, Heather Lorraine
Holbrook, Beth Ann
Kennedy, Janet Schaller
Scoville, Holly Hopkins
Tang, Jonas S.

Bachelor of Science in Dietetics

Boone, Ashley Michelle
Cruze, Jennifer Dawn
Drake, Amanda Rae
Egan, Maureen Mary
Frodge, Brandon Dale
Hall, Stephanie Lynn
Howard, Melanie Dawn
Jurik, Anna
Luquer, Kelli Lynne
McKibben, Keri Lea
Moore, Kimberly Anne
Rouse, Tia Kristen
Venhoff, Jessica Lee
Wilson, Krishna Daniel

**Bachelor of Science in Family
Studies**

Adams, Nichole Denise
Anderson, Dana K.
Brann, Vickie Lee Lynn
Collier, John Samuel
Hawkins, Angela Sue
Green, Leigh Brooke
Haley, Marie Helen Blacker
Harmon, Jill Sulane
Hawkins, Angela Sue
Hunter, Kathleen Rose
Jobe, Clare M.
Provence, Jenny Renee
Salamone, Nicole Marie
Shields, Jennifer Lynn
Snowden, Kimberly Lynn
Wilkes, Kelly Anne
Wilson, Margaret Christina
Wixson, Jennifer Ellen
Young, Angela Leigh

**Bachelor of Science in Home
Economics**

Colemire, Cindy King
Thompson, Jessica Lynn

**Bachelor of Science in
Hospitality Management**

Anderson, Catherine Elizabeth
Brooks, Brian Christopher
Campbell IV, Benson Walker
Cecil, Jennifer Leigh
Cottingham, Stephanie Lynn
Craven, Julie A.
Dieckhoff II, Philip H.
Doherty, Dennis Michael
Flowers, Daniel Lebroi
Friedman, Craig Alan
Goad, Rodney Paul
Hanser, Karen Luise
Hecht, Esteban Z.
Leahy, Michael Craig
Mathis, Laura Beth
Mays, Latina Frances
Mitchell, Barry Eugene
Overstreet, Marcia Lynn
Rains, Justin Ryan
Smith, Robin Michelle
Spina, Dianna Marie
Suter, Clayton Warren

**Bachelor of Science in
Merchandising, Apparel &
Textiles**

Buring, Caroline Margaret
Dean, Michelle
Dundon, Julia Anne
Ellison, Elizabeth Suzanne
English, Tiffany Hope
Griffin, Renee Lynn
Imwalle, Charlotte Marie
Long, Kacey Ann
Magee, Rachel E.
Martina, Lolita Farley
Matthews, Sarah Katherine
Messick, Courtney Ann
Meyer, Tamara Suzanne
Newton, Kelly Dawn
Nickels, Autumn Joy
Roberts, Marsha Yuki Priest
Sabouchi, Mannajai Mairzeah
Wells, Stephanie Jean
Wingo, Kathryn Page
Wood, Lauri Ann

**College of Nursing
Dean: Carolyn A. Williams**

Bachelor of Science in Nursing

Boggs, Merry Sue
Brock, Kathy Davis
Kung, June-Liang Jou
Riffell, Renee Marie
VanGuilder, Petrina Gail
Woodall, Wendy Gennita

**College of Social Work
Dean: Kay S. Hoffman**

Bachelor of Arts in Social Work

Abernathy, Winifred (Annette) Lambert
Allen, Alicia Golden
Carr, Kythryn A.
Cheatham, Justin Bishop
Collins, John M.
Corman, Elizabeth Katherine
Cornett, Melissa K.
Crumbie, Martha Joyce
Crutcher, Matthew Ray
Denkins, Kimberly Ann
Durbin, Amy Jolene
Ewing, Mary Elizabeth
Gilbert, Lisa Lynn
Hudson, Alina Marie
Jacobs, Mark Murphy
Johnson, William Winfred
Koppen, Steven Craig
Lemon, Carla Cassada
Lile, Kasey Rane
Marshall, Kimberly A.
McAffrey, Christina Shay
Mertz, Jennifer Leigh
Myers, George Gerald
Newman, Lisa Ann Brown
Peters, Brandy Charmaine
Preece, Stephanie Robyn
Redmond, Chris Myles
Shropshire, Thomas Scott
Slusher, Koleen Rowland
Smith, Torrey Martin
Swann, Angelia Feltner
Todd, LaTanya Nyree
Whitt, Adrienne Leigh
Wilson, Rebecca Catherine

PR 5B

Office of the President
August 18, 1998

Members, Board of Trustees:

NAMING UNIVERSITY BUILDING — LEXINGTON CAMPUS

Recommendation: that the Civil Engineering/Transportation Building be renamed the Oliver H. Raymond Building.

Background: Oliver H. Raymond, a 1954 graduate of the University of Kentucky where he received a bachelor of science in civil engineering, is one of the College of Engineering's most distinguished alumni. His career has been spent in the construction industry. The Civil Engineering/Transportation Center building houses the Department of Civil Engineering and the Kentucky Transportation Center. These functions are complementary to the education and career of Mr. Raymond.

Mr. Raymond is a long-time supporter of the University and the College. He has served in many volunteer capacities and been the recipient of many outstanding alumni awards. Mr. Raymond is to date the College's most generous donor, with gifts and pledges totaling over \$3 million. His gifts include funds to establish an academic chair in civil engineering, the student commons area in the proposed mechanical engineering building, and his most recent gift and pledge of \$2 million to establish professorships and fellowships in the College of Engineering. The Dean of the College of Engineering, the Chancellor of the Lexington Campus and the Committee on Naming University Buildings support this recommendation.

Action taken:

☒ Approved

☐ Disapproved

☐ Other _____

PR 5C

Office of the President
August 18, 1998

Members, Board of Trustees:

NAMING UNIVERSITY BUILDING — LEXINGTON CAMPUS

Recommendation: that the Transportation Research Building located at 533 South Limestone Street be named the S. J. "Sam" Whalen Building.

Background: S.J. "Sam" Whalen is a 1949 graduate of the University of Kentucky where he received a Bachelor of Science in metallurgical engineering. Mr. Whalen is a long-standing supporter of the College of Engineering having served in many volunteer capacities, received outstanding alumni awards and made substantial financial contributions. In addition, he has named the Department of Chemical and Materials Engineering as beneficiary of an irrevocable charitable remainder unitrust.

The building presently houses a variety of College offices and functions related to Chemical and Materials Engineering and no longer is the Center for Transportation Research. These functions are complementary to the life-long career and education of Mr. Whalen. The Dean of the College of Engineering, the Chancellor for the Lexington Campus and the Committee on Naming University Buildings support this recommendation.

Action taken:



☒ Approved

☐ Disapproved

☐ Other _____

PR 6A

Office of the President
August 18, 1998

Members, Board of Trustees:

REAPPOINTMENT TO BOARD OF DIRECTORS OF THE FUND FOR ADVANCEMENT
OF EDUCATION AND RESEARCH IN THE UNIVERSITY OF KENTUCKY MEDICAL
CENTER

Recommendation: that approval be given to the reappointment of the following as a member to the Board of Directors of The FUND for Advancement of Education and Research in the University of Kentucky Medical Center for a two-year term beginning July 1, 1998 and extending through June 30, 2000.

Reappointment

Ted Hahn

Background: The Articles of Incorporation of The FUND for Advancement of Education and Research in the University of Kentucky Medical Center require two-year term Board of Director appointments by the Board of Trustees of the University of Kentucky.

Action taken:



Approved



Disapproved

☐ Other

FCR 1

Office of the President
August 18, 1998

Members, Board of Trustees:

CAPITALIZATION POLICY NON-EXPENDABLE MOVEABLE EQUIPMENT

Recommendation: that the Board approve the following policy for the capitalization of non-expendable moveable equipment effective July 1, 1998.

- | | |
|-----------------------------|--|
| Category I | - equipment costing \$1,000 or more will be capitalized, including equipment acquired with federal funds. |
| Category II | - equipment costing \$500 or more will be capitalized when it is: <ul style="list-style-type: none">- equipment acquired with University Hospital funds.- equipment defined as "high risk", including office furniture and equipment, audio-visual, photographic and computing equipment. |
| Fully Depreciated Equipment | - fully depreciated moveable equipment, based on estimated useful life, costing less than \$5,000 will be deleted from the active equipment inventory records. |

Background: The University Hospital has recommended raising the capitalization level from \$300 to \$500 for equipment acquired with Hospital funds effective July 1, 1998. The financial benefits for the lower amount (\$300) were eliminated with the movement to Medicaid managed care and the phase-in of a federal rate system for Medicare for capital reimbursements. This is the only change in the capitalization policy that was approved by the Board of Trustees in April 1997.

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____

FCR 2

Office of the President
August 18, 1998

Members, Board of Trustees:

REPORT OF LEASES

Recommendation: that the Board accept the President's Report of the following lease agreements in accordance with Board Policy:

The renewal of a lease between the University of Kentucky (Pathology Department) and Lexington-Fayette County Government Public Facilities Corporation, 200 East Main Street, Lexington, Kentucky, for space located at 247 East Second Street, Lexington, Kentucky, effective October 1, 1998 through September 30, 2000, for the use of 698 square feet of office space, at an annual rate of \$5,933.00, be accepted and made a matter of record.

The renewal of a lease between the University of Kentucky (Rural Health) and Eastern Kentucky Social Club, 478 First Street, Lynch, Kentucky, for space located on West Main Street, Lynch, Kentucky, effective July 1, 1998 through June 30, 1999, for the use of 2,700 square feet for an exercise program, at an annual rate of \$2,000.00, be accepted and made a matter of record.

The renewal of a lease between the University of Kentucky (Rural Health) and Pine Mountain Settlement School, 36 Highway 510, Pine Mountain Kentucky, for space located at 36 Highway 510, Pine Mountain, Kentucky, effective July 1, 1998 through June 30, 1999, for the use of 1,000 square feet for an exercise program, at an annual rate of \$1,000.00, be accepted and made a matter of record.

The renewal of a lease between the University of Kentucky (Rural Health) and Congregational United Methodist Church, P. O. Box 156, Evarts, Kentucky, for space located on Main Street, Evarts, Kentucky, effective July 1, 1998 through June 30, 1999, for the use of 1,600 square feet for an exercise program, at an annual rate of \$1,000.00, be accepted and made a matter of record.

The renewal of a lease between the University of Kentucky (Rural Health) and Evarts Multi-Purpose Center, P. O. Box 218, Evarts, Kentucky, for space located on Highway 38, Evarts, Kentucky, effective July 1, 1998 through June 30, 1999, for the use of 2,480 square feet for an exercise program, at an annual rate of \$1,000.00, be accepted and made a matter of record.

The renewal of a lease between the University of Kentucky (Cooperative Extension Service) and Roger LaPointe, 1903 Cedar Ridge, Bowling Green, Kentucky, for space located at 1026 East 13th Street, Bowling Green, Kentucky, effective August 1, 1998 through June 30, 2000, for the use of 1,100 square feet of office space, at an annual rate of \$8,400.00, be accepted and made a matter of record.

A new lease between the University of Kentucky (Agriculture Economics, Farm Analysis) and E. K. Properties, Inc., 640 South Broadway, Lexington, Kentucky, for space located at 640 South Broadway, Lexington, Kentucky, effective July 1, 1998 through June 30, 2000, for the use of 1,100 square feet of office space, at an annual rate of \$15,400.00, be accepted and made a matter of record.

A new lease between the University of Kentucky (College of Nursing) and Barbara Sellers, Rural Route 3, Box 53, Hazard, Kentucky, for space located on Upper Second Creek Road, Hazard, Kentucky, effective June 1, 1998 through June 30, 2000, for the use of a 600 square foot apartment, at an annual rate of \$4,800.00, be accepted and made a matter of record.

Background: FCR 5, dated October 5, 1985, authorized the President or his designated representative to enter into leases and easements not exceeding \$30,000 in value and required that all leases entered into under this authority be reported to the Board.

Action taken:



☒ Approved

☐ Disapproved

☐ Other _____

FCR 3

Office of the President
August 18, 1998

Members, Board of Trustees:

APPROVAL OF LEASES

Recommendation: that the Vice President for Fiscal Affairs be authorized to negotiate and execute the following:

The renewal of a lease between the University of Kentucky (Hospital Marketing) and George J. and Bonnie Ruschell, 1709 Fairway Drive, Lexington, Kentucky, for space located at 935 South Limestone, Lexington, Kentucky, effective July 1, 1998 through June 30, 2000, for the use of 4,062 square feet of office space, at an annual rate of \$44,682.00.

The renewal of a lease between the University of Kentucky (Communications Disorders Program/Infant & Toddler Evaluation) and South Broadway Company, LLC, P. O. Box 8261, Lexington, Kentucky, for space located at 1070 South Broadway, South Broadway Marketplace, Lexington, Kentucky, effective July 1, 1998 through June 30, 2000, for the use of 5,062 square feet of office space, at an annual rate of \$59,984.70.

The renewal of a lease between the University of Kentucky (Kentucky Injury Prevention/College of Dentistry) and Henry E. Cravens and Rudy Bicknell, %Cravens Properties, 651 Perimeter Drive, Suite 605, Lexington, Kentucky, for space located at 333 Waller Avenue, Lexington, Kentucky, effective July 1, 1998 through June 30, 2000, for the use of 8,172 square feet of office space, at an annual rate of \$93,978.00.

A new lease between the University of Kentucky (Pharmacy Continuing Education) and National City Bank of Kentucky, 101 South Fifth Street, Louisville, Kentucky, for space located at 301 East Main Street, Lexington, Kentucky, effective August 1, 1998 through June 30, 2000, for the use of 10,509 square feet of office space, at an annual rate of \$161,113.47.

A new lease between the University of Kentucky (Medical Center) and the Department of Veterans Affairs, Veterans Affairs Medical Center, 2250 Leestown Road, Lexington, Kentucky, for space located in the Veterans Affairs Medical Center, 2250 Leestown Road, Lexington, Kentucky, effective July 6, 1998 through November 6, 1998, for the use of 2,900 square feet of the fourth floor Intensive Care Unit, at a four month rate of \$96,100.00.

Background: FCR 5, dated October 5, 1985, authorized the President or his designated representative to enter into leases and easements not exceeding \$30,000 in value and required that all leases in excess of \$30,000 be approved by the Board of Trustees

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____

FCR 4

Office of the President
August 18, 1998

Members, Board of Trustees:

CAPITAL CONSTRUCTION REPORT

Recommendation: that the capital construction report for the three months ending June 30, 1998, be accepted. This report refers only to projects that had activity within this quarter.

Background: Under House Bill 622 enacted in the 1982 session of the Kentucky General Assembly, the University is authorized to enter into architectural, engineering, and related consultant contracts for the purpose of accomplishing capital construction at the University of Kentucky.

Action taken:



Approved

☐ Disapproved

☐ Other _____

University of Kentucky



*Capital Construction
Quarterly Activity Report*

For the three months ending June 30, 1998

CAPITAL CONSTRUCTION QUARTERLY ACTIVITY REPORT

This report contains capital projects which have been active within this quarter. There are two (2) sections included in the Quarterly Report. The first section contains information on the Consultant Contracts while the second section contains information on the Construction Contracts.

Consultant Contracts: This section contains the name of the project, the project number, the project scope (which includes all costs associated with the project: design, management services, construction, PPD and communications force accounts, equipment, and furnishings), the name of the consultant, the city in which the consultant resides, the contract number, the contract amount, the total number of amendments, the cumulative amendment amount, the revised contract amount, a brief project description, and a notes section that can be used for additional information regarding the consultant.

Construction Contracts: This section contains the name of the project, the project number, the name of the contractor, the city in which the contractor resides, the contract number, the original construction contract amount, the total number of change orders, the cumulative change order amount, the revised contract amount, information on the low, high and number of bids, the percent of the contract completed and a notes section that can be used for additional information regarding the contractor.

Note: Several projects have Construction Managers whose responsibility is to assist with the contract documents, bidding and coordination of the project. When Construction Managers are employed there are multiple construction contracts. In the following report Construction Managers are listed first in the Construction Contracts section followed by each contract which they oversee.

Capital Construction
Quarterly Activity
Consultant Contracts

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
Lyle Associates, Architects Lexington Contract# A981390	4 North Nursing Renovation Project Number: 1730.0	\$388,200
	Consultant Contract Amount:	\$38,800
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$38,800

Project Description:

Refurbish the Fourth Floor North Wing as a general patient care unit for overflow use. All finishes will be upgraded as well as the HVAC system. No existing walls will be removed.

Notes: No construction contract(s) awarded to date.

Pearson + Bender + Jolly Lexington Contract# A961260	Aging/Allied Health Phase I Project Number: 405.1	\$9,640,000
	Consultant Contract Amount:	\$525,000
Total Amendments: (4)	Consultant Cumulative Amendment Amount:	\$42,120
	Revised Consultant Contract Amount:	\$567,120

Project Description:

Adds laboratory space to the Sanders-Brown Center on Aging Building. The present Sanders-Brown Building houses research laboratories dedicated to aging research and also contains support spaces such as animal housing, equipment, and offices. This addition connects directly through the existing building's main corridor and lab module.

Notes: Amendment #1, an increase of \$15,000, was approved to provide wind tunnel tests for fume hood exhaust generated by the proposed addition. The testing is to determine occupational and odor thresholds for the addition and surrounding buildings so that the lowest safe stacks can be constructed. Amendment #2, an increase of \$12,150, was approved to provide for additional design and construction fees necessary to minimize conflicting underground utilities. Amendment #3, an increase of \$11,720, was approved to provide for one additional month of construction administration services and for the design of two landscape retaining walls. Amendment #4, an increase of \$3,250, was approved to provide consultant services for construction administration services to add additional emergency power outlets to the new labs.

Lyle Associates, Architects Lexington Contract# A981250	Agricultural Science Center South Laboratory Separation Project Number: 1699.0	\$174,875
	Consultant Contract Amount:	\$16,800
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$16,800

Project Description:

Upgrade the means of egress and fire separation of the Agricultural Science South (Garrigus) Building.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
Pearson + Bender + Jolly Lexington Contract# A94118	Ashland Community College Academic Classroom Building Project Number: 1459.0	\$5,780,000
	Consultant Contract Amount:	\$234,910
	Total Amendments: (2) Consultant Cumulative Amendment Amount:	\$74,745
	Revised Consultant Contract Amount:	\$309,655

Project Description:

Construct an Academic Classroom Building of approximately 35,000 gross square feet to include classrooms, a learning center, and faculty offices.

Notes: \$5,780,000 reflects the total project scope of Projects 1459.0, 1459.1, and 1459.2. Amendment #1, an increase of \$31,745, was approved to provide for additional services in Phases 2-5 due to the addition of a new 184 space parking lot in lieu of displacing 50 existing parking spaces to other locations on campus. Amendment #2, an increase of \$43,000, was approved to provide for a programmatic study of the campus pattern language as it relates to small exterior structures. The study will have to be developed prior to the design of the specific structures. Each structure will be individually designed, due to its unique siting and function, and will require additional design consideration and detailing. The increase also includes compensation for the design services required for an entrance sign, the pavilion shelters, and a pedestrian bridge. Reimbursable services were increased to cover geotechnical services.

Johnson/Romanowitz Lexington Contract# A921210	Bell County Campus Southeast Community College/KY Technical School Project Number: 730.0	\$11,375,110
	Consultant Contract Amount:	\$448,503
	Total Amendments: (5) Consultant Cumulative Amendment Amount:	\$190,649
	Revised Consultant Contract Amount:	\$639,152

Project Description:

A new campus extension to Southeast Community College, in Middlesboro, KY, containing three new buildings.

Building 1 contains Administration, Library, and Student Center spaces. Building 2 has vocational/technical classrooms and faculty offices and will be jointly operated with Kentucky Tech of the Workforce Development Cabinet. Building 3 is a classroom building with science labs, faculty offices, and art and music spaces.

Notes: \$11,375,110 reflects the total project scope of Projects 730.0, 730.1, 730.2, and 730.3. Amendment #1, an increase of \$70,000, adds budgeted funds to increase the amount of the LRC Effect to cover reimbursable costs to the architect, most notably to cover the costs of the Resident Inspector, and to conduct a special survey to determine specific longitude and latitude coordinates required by the Federal Aviation Administration to verify that the campus structures did not infringe upon the adjacent airport flight path. Amendment #2, an increase of \$49,461.59, was approved to provide Phase B and Phase C services for the Building #4 bid package and the Landscaping bid package as well as an additional two months time for the Resident Inspector and additional design services related to the relocation of the water line, the drainage ditch easement, and the heavy equipment storage compound. Amendment #3, an increase of \$3,987, was approved to increase the amount for reimbursable expenses to cover the costs of design and construction of the electrical utility work in the relocation of the utilities and for further work on the heavy equipment storage compound. Amendment #4, an increase of \$34,700, was approved to provide additional services for the design and construction of a new 3,000 square foot building and the rebidding of the screen wall at Building #2. Amendment #5, an increase of \$32,500, was approved to provide consultant services for the redesign of the Maintenance Building and Storage Compound.

Sherman-Carter-Barnhart Lexington Contract# A971080	Center For Academic And Tutorial Services Project Number: 1588.0	\$2,586,100
	Consultant Contract Amount:	\$115,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$115,000

Project Description:

Construct a two-story facility, within the existing area occupied by a pool and locker rooms, in Memorial Coliseum, to include a study hall, computer lab, administrative offices and tutorial spaces for the "Center for Academic and Tutorial Services" (C.A.T.S.). Upon completion of construction, the C.A.T.S. program will relocate to the new space.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
CMW, Inc. Lexington Contract# A971130	Central Campus Landscape Planning Project Number: 1647.0	\$77,930
	Consultant Contract Amount:	\$32,000
Total Amendments: (1)	Consultant Cumulative Amendment Amount:	\$25,200
	Revised Consultant Contract Amount:	\$57,200

Project Description:

A feasibility study and master plan for the central campus outdoor space in the area of the Patterson Office Tower, the Administration Building, and the area south of Whitehall Classroom Building between M. I. King Library and Miller Hall; and for the design and construction contract administration of the first phase of the plan to include redesign and reconstruction of the space around the Patterson Office Tower.

Notes: Amendment #1, an increase of \$25,200, was approved to provide additional design services for the area adjacent to the original site in order to construct hardscape of the same appearance using the same details and designs.

CMW, Inc. Lexington Contract# A961440R	Clifton Site Development Landscaping Project Number: 1635.0	\$250,000
	Consultant Contract Amount:	\$15,000
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$15,000

Project Description:

Landscaping for the Clifton Site.

Notes: This is a per diem contract.

Kaiser-Taulbee Associates Lexington Contract# A971150	Donovan Hall Food Service HVAC Project Number: 1656.0	\$400,000
	Consultant Contract Amount:	\$35,000
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$35,000

Project Description:

Completion of the HVAC upgrade in Donovan Hall.

CMW, Inc. Lexington Contract# A961440R	Faculty Club Parking Modifications and Clifton Plaza Project Number: 1629.0	\$399,000
	Consultant Contract Amount:	\$5,000
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$5,000

Project Description:

Upgrade and renovate the existing Faculty Club parking lot and convert the remaining section of Clifton Avenue from a street to a pedestrian plaza.

Notes: This is a per diem contract.

Pearson/Bender Associates Lexington Contract# A981380	Guignol Theatre Renovation Project Number: 1619.1	\$260,000
	Consultant Contract Amount:	\$27,100
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$27,100

Project Description:

Renovation of the Guignol Theater and lobby area including general cosmetic updates, lighting improvements and safety features.

Notes: No construction contract(s) awarded to date. \$260,000 reflects the total project scope of Projects 1619.0 and 1619.1.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
James W. Potts Architect Lexington Contract# A961440D	Haddon Laboratory Renovation Project Number: 1663.0	\$287,142
	Consultant Contract Amount:	\$13,000
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$13,000

Project Description:

Minor improvements to laboratories in Chemistry Physics Building Rooms 002 and 004 and the removal of a portion of casework in Room 006.

Notes: \$287,142 reflects the total project scope of Projects 1663.0 and 1663.1. This is a per diem contract.

CMW, Inc. Lexington Contract# A94107	Hazard Community College Student/Performing Arts Conference Center Project Number: 1460.0	\$10,561,695
	Consultant Contract Amount:	\$301,000
Total Amendments: (4)	Consultant Cumulative Amendment Amount:	\$975,988
	Revised Consultant Contract Amount:	\$1,276,988

Project Description:

Construct a new facility comprised of a Student Center, to include Counseling Center, Student Activities Center, Classroom/Office area, and Auxiliary Services areas; BITAC, the Business and Industry Technical Assistance Center/Continuing Education/Community Service Center which will include conference/exhibit halls with flexibility for use in regional and economic development programs, a video center and training rooms; and a Black Box Theater instructional area.

Notes: Amendment #1, an increase of \$60,400, was approved to provide consultant services for design development for the second phase of the Student, Performing Arts and Regional Conference Center, which contains the Business and Industry Technical Assistance Center (BITAC) and the Regional Conference Center. Amendment #2, an increase of \$820,650, was approved to provide consultant services for construction documents, bidding, and construction administration for the second phase (BITAC) for the Student, Performing Arts and Regional Conference Center project. Amendment #3, an increase of \$83,023.50, was approved to provide for revised Phase 2 consultant services based upon the revised scope of the BITAC and Student, Performing Arts and Regional Conference Center project. The revised scope required additional Phase 2 design services and a complete reworking of the Phase 3 documents. Amendment #4, an increase of \$11,914, was approved to provide for additional consultant services required to rebid the project.

CMW, Inc. Lexington Contract# A981010R	Hilltop Avenue Parking Lot Project Number: 1630.0	\$336,000
	Consultant Contract Amount:	\$13,000
Total Amendments: (0)	Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$13,000

Project Description:

Construction of a new parking lot adjacent to the existing parking structure on Hilltop Avenue. The project also includes restriping and applying a 1&1/2" overlay asphalt surface course on Hilltop Avenue and reconstructing the southern sidewalk along Columbia Ave.

Notes: This is a per diem contract.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
Collignon & Nunley Architects Owensboro Contract# A961440E	Hopkinsville Community College Administration Bldg. Roof Replacement Project Number: 1691.0	\$175,000
	Consultant Contract Amount:	\$12,490
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$12,490

Project Description:

Install a new low-sloped standing-seam metal roof on the building.

Notes: This is a per diem contract.

Collignon & Nunley Architects Owensboro Contract# A94116	Hopkinsville Community College Regional Technical Training Center Project Number: 1461.0	\$11,695,000
	Consultant Contract Amount:	\$465,000
	Total Amendments: (4) Consultant Cumulative Amendment Amount:	\$244,665
	Revised Consultant Contract Amount:	\$709,665

Project Description:

40,000+ square foot technical training facility to include: laboratories, conference rooms, classrooms, training and demonstration areas, and administrative office areas to serve the needs of students and prospective employees of businesses in the Hopkinsville area.

Notes: \$11,695,000 reflects the total project scope of Projects 1461.0 and 1461.1. Amendment #1, an increase of \$170,000, was approved to increase architectural/engineering professional services due to an increase in the total scope of the project. This fee amendment increase was determined by using the same percentages for the building design, furnishings, equipment design and specification, that had been determined in the original contract negotiation. Amendment #2, an increase of \$54,600, was approved to provide for a Resident Inspector. Amendment #3, an increase of \$20,065, was approved to provide additional consultant services for Phase 5 (construction administration). Amendment #4, an increase of \$13,650, was approved to provide reimbursable services for additional Resident Inspector services through August, 1998.

Lyle Associates, Architects Lexington Contract# A981010Q	Hospital First Floor Restroom Renovation Project Number: 1710.0	\$138,250
	Consultant Contract Amount:	\$10,704
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$10,704

Project Description:

Notes: This is a per diem contract.

Ross-Tarrant Architects, Inc. Lexington Contract# A971060	Housestaff Training Center Project Number: 1641.0	\$466,000
	Consultant Contract Amount:	\$37,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$37,000

Project Description:

Renovation of approximately 3,400 gross square feet of shell space in the Hospital basement under the existing Housestaff Quarters. The project will support the following functions: (1) a hospital training/education center for house staff and hospital staff and (2) existing Radiology film storage. The area will be used for in-service instruction and needs to include state-of-the-art electronic infrastructure. The art, layout, and furnishings must allow for the greatest flexibility in use.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
Staggs & Fisher Engineers Lexington Contract# A971300	Indoor Air Quality-Dental Areas Project Number: 1671.0	\$250,000
	Consultant Contract Amount:	\$22,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$22,000

Project Description:

Design and install dust collection equipment and ventilation improvements in portions of the Dental Wing of the UK Chandler Medical Center.

Notes: \$250,000 reflects the total project scope of Projects 1671.0 and 1671.1.

James W. Potts Architect Lexington Contract# A961210	Jewell Hall Restroom Renovation Project Number: 1607.0	\$227,977
	Consultant Contract Amount:	\$18,000
	Total Amendments: (1) Consultant Cumulative Amendment Amount:	\$4,126
	Revised Consultant Contract Amount:	\$22,126

Project Description:

Complete renovation of all restrooms in Jewell Hall. Renovation shall also upgrade restrooms to meet current ADA guidelines.

Voelker Winn Architects Louisville Contract# A94143	Kastle Hall Renovation Project Number: 1512.0	\$1,000,583
	Consultant Contract Amount:	\$21,000
	Total Amendments: (1) Consultant Cumulative Amendment Amount:	\$34,000
	Revised Consultant Contract Amount:	\$55,000

Project Description:

The National Institute of Health grant program entitled "Developing and Improving Institutional Animal Resources" is aimed at upgrading animal care facilities in institutions that use laboratory animals in research projects supported by the Public Health Service. A major goal of this program is to help institutions improve their research infrastructure and bring their animal facilities into compliance with the USDA Animal Welfare Act and DHHS policies on the care and use of research animals. Phases 1 & 2 goals are to prepare a grant application, and then, if funded, prepare the Phase 3 construction documents.

Notes: Amendment #1, an increase of \$34,000, was approved to provide for consultant services for Phase 3 (construction documents), Phase 4 (bidding), and Phase 5 (construction administration) for the second phase of the project.

PB Booker Associates, Inc. Lexington Contract# A981400	Kentucky Clinic Pharmacy Purchasing Relocation Project Number: 1732.0	\$163,000
	Consultant Contract Amount:	\$15,869
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$15,869

Project Description:

Relocate the Purchasing and Inventory Offices from the second floor of the Kentucky Clinic to a 1000 square foot shell space in the basement of the Clinic.

Notes: No construction contract(s) awarded to date.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
Staggs & Fisher Engineers Lexington Contract# A981110	Lexington Campus Fume Hood Upgrade Project Number: 1653.2	\$2,195,100
	Consultant Contract Amount:	\$126,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$126,000
Project Description: Upgrade the existing mechanical fume hood systems in the building.		
Lyle Associates, Architects Lexington Contract# A991010A	Locker/Shower/Restroom Facility at the Soccer/Softball Complex Project Number: 1726.0	\$932,000
	Consultant Contract Amount:	\$51,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$51,000
Project Description: Construct a locker room building within the soccer/softball complex.		
Notes: This is a per diem contract.		
Pearson/Bender Associates Lexington Contract# A971360	M.I. King North Renovation Lucille Little Fine Arts Library Project Number: 1680.0	\$2,500,000
	Consultant Contract Amount:	\$148,500
	Total Amendments: (2) Consultant Cumulative Amendment Amount:	\$45,425
	Revised Consultant Contract Amount:	\$193,925
Project Description: Renovate two floors of the M.I. King North Library to house a consolidated Fine Arts Library and Information Center.		
Notes: No construction contract(s) awarded to date. Amendment #1, an increase of \$1,800, was approved to provide consultant services for air flow testing. Amendment #2, an increase of \$43,625, was approved to provide consultant services through Phase 5 for the redesign of the existing air handling system. This includes converting the central system from a constant air volume system to a variable air volume system, modifying the design of the new system on the first and second floors to variable air volume, and adding new system controls. This change is necessary to achieve proper operational control of the air distribution system for the new library facility.		
David C. Banks Frankfort Contract# A971370	Medical Center Asbestos Abatement Project Number: 1654.0	\$715,000
	Consultant Contract Amount:	\$68,000
	Total Amendments: (1) Consultant Cumulative Amendment Amount:	\$26,607
	Revised Consultant Contract Amount:	\$94,607
Project Description: Abatement of asbestos containing materials within the Chandler Medical Center.		
Notes: Amendment #1, an increase of \$26,607, was approved to provide consultant services for air monitoring, pressure monitoring, and other monitoring as required for asbestos abatement.		

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
CMW, Inc. Lexington Contract# A91157	Medical Center Research Building Shelled Space Fit-Up Project Number: 1627.0	\$3,795,000
	Consultant Contract Amount:	\$185,060
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$185,060

Project Description:

Interior fit-up of 10,474 square feet of underground animal care shelled space including the addition of a biochemistry lab and renovation of hospital security office.

Notes: The consultant, CMW, Inc., is contracted through Project 747.0, Medical Research Expansion Space, (amendments #2 and #6).

Staggs & Fisher Engineers Lexington Contract# A961320	North Campus Chilled Water Main Project Number: 1592.0	\$1,240,000
	Consultant Contract Amount:	\$80,587
	Total Amendments: (2) Consultant Cumulative Amendment Amount:	\$98,291
	Revised Consultant Contract Amount:	\$178,878

Project Description:

Install chilled water piping and related pits, valves and utility tunnels from the chilled water mains on the east side of Limestone Street near the Peterson Service Building to the North Campus dormitory complex. Project will include branch installation for connection of North Campus dormitories including Holmes Hall, Patterson Hall, Boyd Hall, Blazer Hall, Jewell Hall, and Keeneland Hall.

Notes: \$1,240,000 reflects the total project scope of Projects 1592.0 and 1592.1. Amendment #1, an increase of \$63,290.75, was approved to provide design services for Phases 2-5 (the remainder of the project). Phase 1A was established to study the best routing of the chilled water main from the main pit near Gate One to the existing chilled water main line in the utility tunnel south of the Flag Plaza. In addition, Phase 1A was to show how routing the main would eventually connect to all existing and future buildings north of the Avenue of Champions. The consultant's study evaluated possible sizes of the lines (18" versus 24"), possible routing through the north campus residence halls, cost estimates for the completion of the line, as well as estimated costs for connections into the residence halls. Routing of the piping as well as the extent of the design services could not be determined prior to Phase 1. Amendment #2, an increase of \$35,000, was approved to increase reimbursable services which allowed for subsurface investigation as set forth in Article 2.5.9.2.

Gresham and Associates Paducah Contract# A971100	Paducah CC Waller Hall & Rosenthal Hall Elevators Project Number: 1601.0	\$244,000
	Consultant Contract Amount:	\$19,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$19,000

Project Description:

Install elevators in Waller and Rosenthal Halls at Paducah Community College to comply with the American Disabilities Act. Consultant to make recommendations on elevator locations.

James W. Potts Architect Lexington Contract# A981150	Patterson Office Tower Elevator Modifications Project Number: 1702.0	\$1,183,000
	Consultant Contract Amount:	\$76,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$76,000

Project Description:

Modernize and refurbish the mechanical and control systems of six elevators and the cabs in order to increase the speed, efficiency, and reliability of the elevator systems.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
James W. Potts Architect Lexington Contract# A961440D	Quicksand Agronomy Field Lab Project Number: 1661.0	\$167,918
	Consultant Contract Amount:	\$14,200
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$14,200

Project Description:

Construct a metal exterior building with a soils lab and three bay equipment areas.

Notes: This is a per diem contract.

Quest Engineers, Inc. Lexington Contract# A94172	Relocate Soccer/Softball Field Project Number: 1528.0	\$1,683,000
	Consultant Contract Amount:	\$123,000
	Total Amendments: (1) Consultant Cumulative Amendment Amount:	\$18,500
	Revised Consultant Contract Amount:	\$141,500

Project Description:

Provide an NCAA Varsity Soccer Field, a Varsity Soccer Practice Field and a Varsity Softball Field. The consultant shall provide a long-range development plan for the area.

GRW Engineers, Inc. Lexington Contract# A971200	Residence Hall Renovation Haggin Hall Life Safety Project Number: 773.9	\$3,116,000
	Consultant Contract Amount:	\$11,500
	Total Amendments: (1) Consultant Cumulative Amendment Amount:	\$11,625
	Revised Consultant Contract Amount:	\$23,125

Project Description:

Address life safety items at Haggin Hall: 1) Upgrade the present fire alarm horn system in Haggin Hall to produce a sound level of 70 decibels in the sleeping rooms, per NFPA 72; 2) Upgrade the existing emergency generator; and 3) Install smoke alarms with an internal horn.

Notes: \$3,116,000 reflects the total project scope of Projects 773.0, 773.1, 773.2, 773.3, 773.4, 773.5, 773.6, 773.7, 773.8, 773.9, and 773.91.

Staggs & Fisher Engineers Lexington Contract# A971170	Rose-Lime Chilled Water Project Number: 1658.0	\$1,104,000
	Consultant Contract Amount:	\$107,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$107,000

Project Description:

Tap into the central campus chilled water network at a point near the southwest corner of Scovell Hall. These new 24" diameter lines will then cross Kentucky Clinic Drive and extend southward past Research Building #3. These lines will continue on southward approximately parallel to Limestone to a point very near the Sanders Brown Building. The Sanders Brown Addition project will then tap into these lines for service required for the building addition. The main 24" lines will be terminated for future extension by another project to serve the Rose-Lime triangle area. The lines will ultimately cross Rose Street to create the network loop.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSULTANT CONTRACTS**

CONSULTANT	PROJECT INFORMATION	SCOPE
James W. Potts Architect Lexington Contract# A981140	Special Procedures Lab Renovation Project Number: 1703.0	\$252,918
	Consultant Contract Amount:	\$2,000
	Total Amendments: (1) Consultant Cumulative Amendment Amount:	\$30,660
	Revised Consultant Contract Amount:	\$32,660

Project Description:

Renovate the procedure suite into research labs similar to those in the Health Science Research Building.

Notes: No construction contract(s) awarded to date. Amendment #1, an increase of \$30,660, was approved to provide Phase 2 through Phase 5 consultant services. The scope increase is due to insufficient funds to meet the program requirements.

CMW, Inc. Lexington Contract# A961400	Surface Parking Lexington Campus Project Number: 1596.1	\$1,040,000
	Consultant Contract Amount:	\$85,000
	Total Amendments: (0) Consultant Cumulative Amendment Amount:	\$0
	Revised Consultant Contract Amount:	\$85,000

Project Description:

Add approximately 700 parking spaces in several locations on the Lexington Campus.

Pearson + Bender + Jolly Lexington Contract# A961170	Tennis Stadium Project Number: 1594.0	\$1,324,500
	Consultant Contract Amount:	\$66,000
	Total Amendments: (2) Consultant Cumulative Amendment Amount:	\$11,859
	Revised Consultant Contract Amount:	\$77,859

Project Description:

Located east of the Boone Indoor Tennis Center, the anticipated seating capacity will be 3,000: 1,000 permanent seats facing each bank of four courts and 500 bleacher seats facing each east court. The facility will include eight tennis courts, arranged in a North/South orientation, with four courts located on either side of the seating/stadium complex. Courts will be hard-court construction. All courts will be lighted to NCAA night play specifications.

Lyle Associates, Architects Lexington Contract# A961180	Utilities Upgrade I (Hospital Elevators) Project Number: 1582.0	\$1,871,233
	Consultant Contract Amount:	\$95,000
	Total Amendments: (1) Consultant Cumulative Amendment Amount:	\$51,903
	Revised Consultant Contract Amount:	\$146,903

Project Description:

Modernization of eight traction elevators in the University of Kentucky Hospital. The work includes selective demolition, masonry walls, metal fabrications and flashings, doors and frames, door hardware, finishes, elevator systems and equipment, fire protection, HVAC, electrical systems, lighting, and communication-alarm-signal systems.

Notes: Amendment #1, an increase of \$51,903, was approved to provide consultant services for an additional 480 days of construction administration and coordination of three sessions of performance testing.

Capital Construction
Quarterly Activity
Construction Contracts

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION			
Elliott Electric/Kentucky Lexington		Additional Emergency Power to Sanders Brown Project Number: 405.1			
Contract# U007301-97				Contractor Award Amount:	\$54,453
Low Bid:	\$54,453	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:				Revised Contractor Contract Amount:	\$54,453
Number of Bids: 1				Contract Percent Complete:	0%
E.C. Matthews Company Lexington		Administration Building North Sidewalk Repair Project Number: 1734.0			
Contract# U006741-97				Contractor Award Amount:	\$278,978
Low Bid:	\$278,978	Total Change Orders:	(1)	Contractor Cum. Change Order Amount:	\$654
High Bid:				Revised Contractor Contract Amount:	\$279,632
Number of Bids: 1				Contract Percent Complete:	20%
Wehr Constructors, Inc. Louisville		Aging/Allied Health Phase I Project Number: 405.1			
Contract# U002900-96				Contractor Award Amount:	\$7,899,774
Low Bid:	\$7,899,774	Total Change Orders:	(37)	Contractor Cum. Change Order Amount:	\$428,114
High Bid: \$8,198,500				Revised Contractor Contract Amount:	\$8,327,888
Number of Bids: 6				Contract Percent Complete:	99%
Notes: Change Order #2, an increase of \$40,488, was approved to enlarge and extend the utility tunnel. Change Order #5, an increase of \$111,869, was approved to install a new 8' x 7'6" x 58' concrete tunnel for future 24" chilled water loop. Change Order #10, an increase of \$27,506.78, was approved to add a limestone veneer planter wall and associated landscaping and to fill the void under the Sanders-Brown Mechanical Room slab with gravel and concrete. Change Order #14, an increase of \$35,048.25, was approved to relocate the electrical transformer, demolish the existing transformer pad, and to extend Chase C to the roof for the existing emergency generator exhaust and mechanical relief valves. Change Order #27, an increase of \$40,080.29, was approved to furnish and install a 1000A/3P backfeed to the existing Sanders-Brown building, to furnish and install an additional end of main (EOM) drip and trap assembly in the tunnel area, and to remove an existing second floor window frame and reinstall it. Change Order #29, an increase of \$38,513.67, was approved to furnish and install a new heater in the stairwell and to furnish and install a strobic booster fan for a generator exhaust on the Sanders-Brown Roof.					
Spectrum Contracting Lexington		Agricultural Science South Laboratory Separation Project Number: 1699.0			
Contract# U006675-97				Contractor Award Amount:	\$138,675
Low Bid:	\$138,675	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid: \$194,647				Revised Contractor Contract Amount:	\$138,675
Number of Bids: .				Contract Percent Complete:	21%
Commtec/Pomeroy Lexington		Ashland CC Academic Classroom Bldg Communications Network Infrastructure Project Number: 1459.2			
Contract# U000773-97				Contractor Award Amount:	\$41,000
Low Bid:	\$41,000	Total Change Orders:	(2)	Contractor Cum. Change Order Amount:	-\$1,343
High Bid: \$70,654				Revised Contractor Contract Amount:	\$39,658
Number of Bids: 3				Contract Percent Complete:	99%

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION	
Debcon, Inc. Ashland Contract# U006965-97		Ashland Community College, Walkway Covering Project Project Number: 1459.1	
Low Bid: \$307,800	Total Change Orders: (0)	Contractor Award Amount:	\$307,800
High Bid: \$319,891		Contractor Cum. Change Order Amount:	\$0
Number of Bids: 3		Revised Contractor Contract Amount:	\$307,800
		Contract Percent Complete:	0%
Burchfield & Thomas Lexington Contract# U007949-96		Center for Academic And Tutorial Services Project Number: 1588.0	
Low Bid: \$1,799,600	Total Change Orders: (10)	Contractor Award Amount:	\$1,936,000
High Bid: \$2,178,750		Contractor Cum. Change Order Amount:	\$99,418
Number of Bids: 6		Revised Contractor Contract Amount:	\$2,035,418
		Contract Percent Complete:	99%
Notes: Low bid of \$1,799,600 was withdrawn due to contractor's mistake. Next low bid was \$1,936,000. Change Order #4, an increase of \$41,489, was approved to install raised computer access flooring and associated carpeting in order to provide flexibility in workstation configuration and to provide adequate power and communication services to the workstation.			
E.C. Matthews Company Lexington Contract# U007589-96		Central Campus Landscape Project Number: 1647.1	
Low Bid: \$394,891	Total Change Orders: (2)	Contractor Award Amount:	\$383,511
High Bid:		Contractor Cum. Change Order Amount:	\$10,704
Number of Bids: 1		Revised Contractor Contract Amount:	\$394,215
		Contract Percent Complete:	99%
Notes: Since E.C. Matthews was the only bidder, the contract price was negotiated down to \$383,511.			
Raymond's Garden Center Lexington Contract# U004208-96		Clifton Site Development Landscaping Project Number: 1635.0	
Low Bid: \$196,916	Total Change Orders: (5)	Contractor Award Amount:	\$196,916
High Bid: \$227,150		Contractor Cum. Change Order Amount:	\$25,372
Number of Bids: 4		Revised Contractor Contract Amount:	\$222,288
		Contract Percent Complete:	99%
Notes: Change Order #2, an increase of \$8,333.42, was approved to provide landscaping at the Hilltop Parking Lot and to complement the Mines and Materials site existing landscaping. Change Order #4, an increase of \$6,695, was approved to provide landscape screening for the dumpster fence and fraternity porch and for additional trees in the fraternity lawn. Also included is plant material for 4 brick planters. Change Order #5, an increase of \$5,774.44, was approved to sod additional areas around the library.			
Finney Company, Inc. Lexington Contract# U005728-97		Donovan Hall Basement HVAC Project Number: 1656.0	
Low Bid: \$252,300	Total Change Orders: (0)	Contractor Award Amount:	\$252,300
High Bid: \$294,740		Contractor Cum. Change Order Amount:	\$0
Number of Bids: 3		Revised Contractor Contract Amount:	\$252,300
		Contract Percent Complete:	0%

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION			
Grant's Excavating, Inc. Richmond		Engineering Quadrangle Demolition Project Number: 1740.0			
Contract# U007022-97				Contractor Award Amount:	\$127,000
Low Bid:	\$127,000	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:	\$249,000			Revised Contractor Contract Amount:	\$127,000
Number of Bids:	6			Contract Percent Complete:	0%
English Paving Company Versailles		Faculty Club Parking Modifications and Clifton Plaza Project Number: 1629.0			
Contract# U005513-96				Contractor Award Amount:	\$387,000
Low Bid:	\$387,000	Total Change Orders:	(1)	Contractor Cum. Change Order Amount:	\$531
High Bid:	\$395,327			Revised Contractor Contract Amount:	\$387,531
Number of Bids:	3			Contract Percent Complete:	99%
The Allen Company, Inc. Winchester		Green Lot Asphaltting Project Number: 1717.0			
Contract# U006399-97				Contractor Award Amount:	\$111,095
Low Bid:	\$111,095	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:	\$129,300			Revised Contractor Contract Amount:	\$111,095
Number of Bids:	3			Contract Percent Complete:	95%
Spectrum Contracting Lexington		Haddon Lab Renovation, Phase II Project Number: 1663.1			
Contract# U003355-97				Contractor Award Amount:	\$72,494
Low Bid:	\$72,494	Total Change Orders:	(1)	Contractor Cum. Change Order Amount:	\$3,354
High Bid:	\$96,370			Revised Contractor Contract Amount:	\$75,848
Number of Bids:	6			Contract Percent Complete:	100%
Wildcat Electrical Winchester		Haggin Hall Life Safety Project Number: 773.9			
Contract# U001005-97				Contractor Award Amount:	\$211,500
Low Bid:	\$211,500	Total Change Orders:	(2)	Contractor Cum. Change Order Amount:	\$3,745
High Bid:	\$244,479			Revised Contractor Contract Amount:	\$215,245
Number of Bids:	5			Contract Percent Complete:	100%
D.W. Wilburn, Inc. Lexington		Hazard Community College Student/Performing Arts Conference Center Project Number: 1460.0			
Contract# U008610-96				Contractor Award Amount:	\$8,290,000
Low Bid:	\$8,290,000	Total Change Orders:	(6)	Contractor Cum. Change Order Amount:	\$71,496
High Bid:	\$9,291,482			Revised Contractor Contract Amount:	\$8,361,496
Number of Bids:	6			Contract Percent Complete:	66%

Notes: Change Order #4, an increase of \$72,596.66, was approved to revise the entrance drive and portions of the parking area to satisfy the Department of Transportation's requirements.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION			
English Paving Company Versailles		Hilltop Avenue Parking Lot Project Number: 1630.0			
Contract# U001891-97				Contractor Award Amount:	\$283,000
Low Bid:	\$283,000	Total Change Orders:	(5)	Contractor Cum. Change Order Amount:	\$20,978
High Bid:	\$316,305			Revised Contractor Contract Amount:	\$303,978
Number of Bids:	2			Contract Percent Complete:	99%
Swift Roofing, Inc. Murray		Hopkinsville Community College Administration Building Roof Replacement Project Number: 1691.0			
Contract# U003420-97				Contractor Award Amount:	\$69,340
Low Bid:	\$69,340	Total Change Orders:	(2)	Contractor Cum. Change Order Amount:	\$13,522
High Bid:	\$114,000			Revised Contractor Contract Amount:	\$82,862
Number of Bids:	6			Contract Percent Complete:	90%
Lanham Brothers Owensboro		Hopkinsville CC Regional Technical Training Center Project Number: 1461.0			
Contract# U004248-96				Contractor Award Amount:	\$6,347,261
Low Bid:	\$6,347,261	Total Change Orders:	(10)	Contractor Cum. Change Order Amount:	\$323,743
High Bid:	\$6,789,400			Revised Contractor Contract Amount:	\$6,671,004
Number of Bids:	7			Contract Percent Complete:	92%
Notes: The full name is Lanham Brothers General Contractors, Inc. Change Order #5, an increase of \$48,978.45, was approved to add 14 days to the contract, to remove and replace 2,351.8 cubic yards of dirt under the one-story portion of the building, to upgrade the electrical requirements in the mechanical and electrical labs to include 3-phase circuits, and to change detail 2/F-8 to comply with detail 1/A-60. Change Order #6, \$78,056.93, was approved to make electrical changes to meet the expanding needs for Site Communication's criteria and the University's minimum criteria and to make changes to the CAM Lab due to a curriculum evaluation by Kentucky Tech. Change Order #9, an increase of \$164,751.49, was approved to complete the Technology Package and to furnish and install wall louvers and a HVAC unit (Four Star Metal) to Cam Lab in order to improve the quality of each.					
Spectrum Contracting Lexington		Hospital First Floor Restroom Renovation Project Number: 1710.0			
Contract# U005007-97				Contractor Award Amount:	\$66,947
Low Bid:	\$66,947	Total Change Orders:	(1)	Contractor Cum. Change Order Amount:	\$617
High Bid:	\$117,798			Revised Contractor Contract Amount:	\$67,564
Number of Bids:	8			Contract Percent Complete:	23%
Spectrum Contracting Lexington		Hospital Housestaff Training Center Project Number: 1641.0			
Contract# U003352-97				Contractor Award Amount:	\$299,673
Low Bid:	\$299,673	Total Change Orders:	(1)	Contractor Cum. Change Order Amount:	\$8,723
High Bid:	\$373,438			Revised Contractor Contract Amount:	\$308,396
Number of Bids:	8			Contract Percent Complete:	51%

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION			
Champion Cleaning Cincinnati, OH		Indoor Air Quality, Dental Areas, Duct Cleaning Project Number: 1671.1			
Contract# U002981-97				Contractor Award Amount:	\$53,730
Low Bid:	\$53,730	Total Change Orders:	(2)	Contractor Cum. Change Order Amount:	\$14,900
High Bid:	\$93,926			Revised Contractor Contract Amount:	\$68,630
Number of Bids: 4				Contract Percent Complete:	90%
Thompson Engineering Lexington		Indoor Air Quality, Dental Areas Room E-86 Renovation Project Number: 1671.0			
Contract# U003732-97				Contractor Award Amount:	\$74,300
Low Bid:	\$74,300	Total Change Orders:	(1)	Contractor Cum. Change Order Amount:	\$6,700
High Bid:	\$80,424			Revised Contractor Contract Amount:	\$81,000
Number of Bids: 2				Contract Percent Complete:	41%
Spectrum Contracting Lexington		Jewell Hall Restroom Renovation Project Number: 1607.0			
Contract# U005965-97				Contractor Award Amount:	\$146,795
Low Bid:	\$146,795	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:	\$156,470			Revised Contractor Contract Amount:	\$146,795
Number of Bids: 6				Contract Percent Complete:	25%
The Wagner Company Lexington		Kastle Hall Renovation Project Number: 1512.0			
Contract# U002113-97				Contractor Award Amount:	\$719,387
Low Bid:	\$719,387	Total Change Orders:	(7)	Contractor Cum. Change Order Amount:	\$54,890
High Bid:	\$744,944			Revised Contractor Contract Amount:	\$774,277
Number of Bids: 2				Contract Percent Complete:	79%
Notes: Change Order #2, an increase of \$25,447.39, was approved to shore the wall and install a new structural beam at the existing wall between Test Room BO23 and Test Room BO24A, to run a relief valve for steam up to 7" above the building's roof, to remove relocated conduits, and to change the lock function on perimeter doors.					
M.B. McGregor Company Lexington		King Alumni House Floor Finish Renovation Project Number: 1705.1			
Contract# U006173-97				Contractor Award Amount:	\$106,839
Low Bid:	\$106,839	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:				Revised Contractor Contract Amount:	\$106,839
Number of Bids: 1				Contract Percent Complete:	14%
M.B. McGregor Company Lexington		King Alumni House Renovation Project Number: 1705.0			
Contract# U001423-97				Contractor Award Amount:	\$112,500
Low Bid:	\$112,500	Total Change Orders:	(5)	Contractor Cum. Change Order Amount:	\$22,999
High Bid:	\$128,700			Revised Contractor Contract Amount:	\$135,499
Number of Bids: 3				Contract Percent Complete:	100%

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION			
D-C Elevator Company Lexington		Lexington Campus Elevators Fireman Service-Anderson Tower Project Number: 1727.0			
Contract# U005671-97				Contractor Award Amount:	\$60,100
Low Bid:	\$60,100	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:	\$85,386			Revised Contractor Contract Amount:	\$60,100
Number of Bids:	3			Contract Percent Complete:	56%
Finney Company, Inc. Lexington		Lexington Campus Fume Hood Upgrade Project Number: 1653.2			
Contract# U006439-97				Contractor Award Amount:	\$1,921,300
Low Bid:	\$1,921,300	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:				Revised Contractor Contract Amount:	\$1,921,300
Number of Bids:	1			Contract Percent Complete:	0%
Marksbury Cornett Louisville		Locker/Shower/Restroom Facility at the Soccer/Softball Complex Project Number: 1726.0			
Contract# U007633-97				Contractor Award Amount:	\$790,000
Low Bid:	\$790,000	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:	\$901,000			Revised Contractor Contract Amount:	\$790,000
Number of Bids:	4			Contract Percent Complete:	0%
American Logistics, Inc. Lexington		Medical Center Asbestos Abatement Project Number: 1654.0			
Contract# U005962-97				Contractor Award Amount:	\$318,932
Low Bid:	\$318,932	Total Change Orders:	(0)	Contractor Cum. Change Order Amount:	\$0
High Bid:	\$549,748			Revised Contractor Contract Amount:	\$318,932
Number of Bids:	5			Contract Percent Complete:	0%
Woodford Builders, Inc. Lexington		Medical Research Building (Animal Care) Project Number: 1627.0			
Contract# U002799-96				Contractor Award Amount:	\$2,805,100
Low Bid:	\$2,805,100	Total Change Orders:	(17)	Contractor Cum. Change Order Amount:	\$58,865
High Bid:	\$2,966,900			Revised Contractor Contract Amount:	\$2,863,965
Number of Bids:	5			Contract Percent Complete:	97%

Notes: Change Order #9, an increase of \$33,645.88, was approved to add a surgery light, fold down tables, storage/warming cabinets, and a film laminator. These were added now to avoid undue interruption and inconvenience in a "Sterile Environment" at a later date. Change Order #13, a decrease of \$75,429.10, was approved to reconcile the contract sum using time and materials method for a credit for surgical lights because of an unauthorized switch from duo to single head lights.

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION	
Finney Company, Inc. Lexington Contract# U006581-96		North Campus Chilled Water Main Project Number: 1592.0	
Low Bid: \$896,600	Total Change Orders: (3)	Contractor Award Amount:	\$896,600
High Bid: \$1,352,810		Contractor Cum. Change Order Amount:	\$85,386
Number of Bids: 4		Revised Contractor Contract Amount:	\$981,986
		Contract Percent Complete:	99%
Notes: Change Order #1, an increase of \$38,617.74, was approved to add 42 calendar days to the construction contract, to offset the chilled water lines to run parallel to the Limestone Street lines so as not to disturb the existing stone wall, to dampproof and waterproof the manholes and tunnel, to remove 300# blind flanges and to install two new standard 150# welded flanges to enable them to match the existing flanges in the tunnel, and to move manhole #1 access toward road curb to clear duct bank, and to provide a temporary steel beam to support existing duct bank during the construction of manhole #1. Change Order #2, an increase of \$29,957, was approved to replace the existing 18" tile sanitary line presently running through the tunnel with an 18" ductile iron pipe and to extend the new D.I. pipe through the tunnel from two new manholes in order to decrease the space impact of the larger line.			
A & K Construction, Inc. Paducah Contract# U002798-97		Paducah Community College Rosenthal Elevator Project Number: 1601.0	
Low Bid: \$136,671	Total Change Orders: (1)	Contractor Award Amount:	\$136,671
High Bid: \$213,692		Contractor Cum. Change Order Amount:	\$1,120
Number of Bids: 5		Revised Contractor Contract Amount:	\$137,791
		Contract Percent Complete:	90%
D-C Elevator Company Lexington Contract# U005088-97		Patterson Office Tower Elevator Modifications Project Number: 1702.0	
Low Bid: \$847,000	Total Change Orders: (1)	Contractor Award Amount:	\$847,000
High Bid: \$1,079,500		Contractor Cum. Change Order Amount:	\$6,809
Number of Bids: 6		Revised Contractor Contract Amount:	\$853,809
		Contract Percent Complete:	57%
Hardin Construction Co. Clayhole Contract# U002003-97		Quicksand Agronomy Field Lab Project Number: 1661.0	
Low Bid: \$134,318	Total Change Orders: (1)	Contractor Award Amount:	\$134,318
High Bid: \$212,797		Contractor Cum. Change Order Amount:	\$1,756
Number of Bids: 3		Revised Contractor Contract Amount:	\$136,074
		Contract Percent Complete:	96%

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION	
Tree Top Landscaping Lexington		Relocate Soccer/Softball Field Project Number: 1528.0	
Contract# U006802-95			Contractor Award Amount: \$249,823
Low Bid: \$249,823	Total Change Orders: (3)	Contractor Cum. Change Order Amount:	\$90,333
High Bid:		Revised Contractor Contract Amount:	\$340,156
Number of Bids: 1		Contract Percent Complete:	99%
Notes: Change Order #1, an increase of 21,325, was approved to increase the depth of the sand soil amendment from 2 inches to 4 inches and to extend the area of sprigging to accommodate moving the perimeter fence. Change Order #2, an increase of \$36,093.38, was approved to provide Bermuda sod on Field B in lieu of sprigging, to adjust the sprinkler heads to accommodate the sod thickness, and to provide rototilling to repair ruts in the finished subgrade on Soccer Fields A and B. Change Order #3, an increase of \$32,914.27, was approved to: reseed areas damaged by erosion or repair work, provide materials and labor for a temporary irrigation system, provide equipment and materials for field development, provide additional sod to cover sideline of soccer field prior to grass growing, and add an underground drain at the softball warning track.			
Lagco, Inc. Lexington		Rose/Lime Chilled Water Lines Project Number: 1658.0	
Contract# U008368-96			Contractor Award Amount: \$725,075
Low Bid: \$725,075	Total Change Orders: (4)	Contractor Cum. Change Order Amount:	\$44,382
High Bid: \$829,900		Revised Contractor Contract Amount:	\$769,457
Number of Bids: 3		Contract Percent Complete:	94%
Notes: Change Order #4, an increase of \$29,301, was approved to slope new 24" chilled water lines down under existing conduit and to remove a portion of an abandoned 6" water main and cap to allow passage of the new water lines.			
English Paving Company Versailles		Surface Parking Lexington Campus Project Number: 1596.1	
Contract# U001532-96			Contractor Award Amount: \$774,800
Low Bid: \$774,800	Total Change Orders: (7)	Contractor Cum. Change Order Amount:	\$31,459
High Bid: \$956,720		Revised Contractor Contract Amount:	\$806,259
Number of Bids: 2		Contract Percent Complete:	99%
Notes: Change Order #6, an increase of \$25,532.85, was approved to: add sand to surface of exposed aggregate sidewalks, raise 8 manholes due to additional sidewalk areas, install new drain inlet and associated storm pipe, and add 4" exposed aggregate walk.			
Branscum Construction** Russell Springs		University Student Housing Project Number: 1639.0	
Contract# U003074-96			Contractor Award Amount: \$157,500
Low Bid:	Total Change Orders: (0)	Contractor Cum. Change Order Amount:	\$0
High Bid:		Revised Contractor Contract Amount:	\$157,500
Number of Bids:		Contract Percent Complete:	57%
Notes: Branscum is the construction manager for this project. The following construction contracts pertaining to project 1639.0 are managed by Branscum Construction.			

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION	
Boyle Masonry Stanford		University Student Housing Project Number: 1639.0	
Contract# U008288-96		Contractor Award Amount:	\$567,414
Low Bid: \$567,414	Total Change Orders: (6)	Contractor Cum. Change Order Amount:	\$15,550
High Bid: \$812,800		Revised Contractor Contract Amount:	\$582,964
Number of Bids: 4		Contract Percent Complete:	81%
Notes: Change Order #2, a decrease of \$25,600, was approved to delete the cost of the brick due to owner furnishing all brick for the project. Change Order #3, an increase of \$32,800, was approved to revise cut stone for the building by adding stone quoins, stone window surrounds, and stone keys to the building elevation.			
Davis H. Elliot Company Lexington		University Student Housing Project Number: 1639.0	
Contract# U008304-96		Contractor Award Amount:	\$539,600
Low Bid: \$539,600	Total Change Orders: (7)	Contractor Cum. Change Order Amount:	\$12,069
High Bid: \$699,590		Revised Contractor Contract Amount:	\$551,669
Number of Bids: 4		Contract Percent Complete:	91%
English Paving Company Versailles		University Student Housing Project Number: 1639.0	
Contract# U008334-96		Contractor Award Amount:	\$395,000
Low Bid: \$423,000	Total Change Orders: (5)	Contractor Cum. Change Order Amount:	\$16,584
High Bid:		Revised Contractor Contract Amount:	\$411,584
Number of Bids: 1		Contract Percent Complete:	68%
Notes: The contractor agreed to a \$28,000 reduction in bid amount after post bid discussions and clarifications on project schedule were conducted.			
R&R Drywall & Acoustics Lexington		University Student Housing Project Number: 1639.0	
Contract# U008290-96		Contractor Award Amount:	\$189,200
Low Bid: \$189,200	Total Change Orders: (6)	Contractor Cum. Change Order Amount:	\$26,854
High Bid: \$289,939		Revised Contractor Contract Amount:	\$216,054
Number of Bids: 2		Contract Percent Complete:	22%
Notes: Change Order #4, an increase of \$29,247, was approved to add carpet in the bedrooms in lieu of wood floor and a carpet runner to the corridors.			
Southeast Steel Company Lexington		University Student Housing Project Number: 1639.0	
Contract# U008398-96		Contractor Award Amount:	\$141,590
Low Bid: \$141,590	Total Change Orders: (1)	Contractor Cum. Change Order Amount:	\$1,719
High Bid: \$156,775		Revised Contractor Contract Amount:	\$143,309
Number of Bids: 3		Contract Percent Complete:	94%

**CAPITAL CONSTRUCTION QUARTERLY ACTIVITY
CONSTRUCTION CONTRACTS**

CONTRACTOR		PROJECT INFORMATION	
Woodford Builders, Inc. Lexington		University Student Housing Project Number: 1639.0	
Contract# U008455-96		Contractor Award Amount: \$1,925,382	
Low Bid: \$1,939,500	Total Change Orders: (8)	Contractor Cum. Change Order Amount: \$168,642	
High Bid:		Revised Contractor Contract Amount: \$2,094,024	
Number of Bids: 1		Contract Percent Complete: 58%	
Notes: Since Woodford Builders was the only bidder, a post bid addendum was done to lower the contract amount. Change Order #3, an increase of \$32,800, was approved to revise cut stone for the building by adding stone quoins, stone window surrounds, and stone keys to the building elevation. Change Order #8, an increase of \$135,554, was approved to furnish and install a copper roof in lieu of the asphalt shingle roof originally specified.			
Abell Elevator Louisville		Utilities Upgrade I (Hospital Elevators) Project Number: 1582.0	
Contract# U008376-96		Contractor Award Amount: \$1,436,296	
Low Bid: \$1,436,296	Total Change Orders: (3)	Contractor Cum. Change Order Amount: \$14,481	
High Bid: \$1,558,818		Revised Contractor Contract Amount: \$1,450,777	
Number of Bids: 4		Contract Percent Complete: 66%	

FCR 5

Office of the President
August 18, 1998

Members, Board of Trustees:

CADENCE DESIGN SYSTEMS, INC. GIFT-IN-KIND

Recommendation: that the Board of Trustees accept a gift-in-kind of computer software valued at \$970,472 from Cadence Design Systems, Inc. of San Jose, California, to the College of Engineering's Department of Electrical Engineering.

Background: This gift-in-kind is a state-of-the-art software program that Cadence Design Systems has given to many universities across the country. It includes software tools used in the study and research of integrated circuits.

Action taken:



Approved



Disapproved



Other _____

FCR 6

Office of the President
August 18, 1998

Members, Board of Trustees:

CAROL MARTIN GATTON GIFT

Recommendation: that the Board of Trustees accept a gift of \$600,000 from Carol Martin "Bill" Gatton of Bristol, Tennessee, to the University of Kentucky Athletic Association for the expansion of the Center for Academic and Tutorial Services.

Background: Mr. Gatton is an alumnus and long-time supporter of the University's academic and athletics programs. The College of Business and Economics bears Mr. Gatton's name in honor of his generosity to the college. The Center for Academic and Tutorial Services, known as CATS, is located in Memorial Coliseum. It is considered a model academic center.

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____

FCR 7

Office of the President
August 18, 1998

Members, Board of Trustees:

JAMES C. BOWLING LECTURE SERIES

Recommendation: that the Board of Trustees accept a gift of \$25,000 and pledge of \$75,000 from Joseph F. Cullman of New York, New York, to establish and endow the James C. Bowling Lecture Series in the College of Communications' School of Journalism and Telecommunications.

Background: Mr. Cullman is a former chairman of Philip Morris Companies, Inc., the company for which the late James C. Bowling worked for many years. Mr. Bowling was a long-time University friend and benefactor before his death in 1997. Mr. Cullman's gift was made in memory of his associate and friend. The income from the endowment will be used annually to invite a nationally-recognized public relations professional to the university to spend a day with students followed by a public lecture in the evening. The endowment also provides funds for scholarships to outstanding senior students who plan to enter the business world in the field of public relations.

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____

FCR 8

Office of the President
August 18, 1998

Members, Board of Trustees:

AGREEMENT BETWEEN UNIVERSITY OF KENTUCKY AND
KENTUCKY HEALTHCARE ENTERPRISE, INC.

Recommendation: that the Board approve the attached agreement between the Board of Trustees of the University of Kentucky and Kentucky Healthcare Enterprise, Inc. which was negotiated pursuant to the Board of Trustees Resolution of December 12, 1995 authorizing the University's participation in the development of a health care services corporation to manage, provide and deliver medical services to the citizens of the Commonwealth.

Background: The Board action on December 12, 1995 provided, in part, that:

The relationship between the University of Kentucky and this newly formed corporation be set forth and described in a contractual agreement, which will be submitted to and approved by the Board of Trustees.

Kentucky Healthcare Enterprise, Inc. was incorporated as Health Associates of Kentucky, Inc. on December 15, 1995, and subsequent to the incorporation, the University has invested \$14 million of \$16 million authorized for which it received stock of the corporation.

Since December 1995 Kentucky Healthcare Enterprise, Inc. ("KHE") has purchased a pediatric physician practice in Corbin, Kentucky, Urgent Treatment Centers of Kentucky and Health Partners, PSC. It has opened two other Urgent Treatment Centers, assumed operating responsibilities for Kentucky Clinics, Frankfort and Northside, and opened primary care offices in South Lexington and Versailles. KHE has evaluated several physician practices for affiliation and/or partnering purposes outside of the Lexington area and is offering management services to other physician and hospital providers. The University employs the physicians who provide services at the several physician practices owned by KHE, thereby ensuring the extension of the Medical Center's network of physicians and other health care professionals who will be available for teaching, research and service.

The contractual agreement between the University and KHE makes provisions for reimbursements between the parties for employee services, financial and management reporting to the Board of Trustees (quarterly and in August 1998 and 1999); delineation of responsibilities for management of University physicians and KHE employees; professional liability insurance; records retention and availability; compensation to KHE for management services; and annual review of the contractual agreement.

Action taken:



Approved



Disapproved



Other _____

THIS AGREEMENT made and entered into this _____ day of _____, 1998[6] by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF KENTUCKY, an independent agency and instrumentality of the Commonwealth of Kentucky, existing pursuant to section 164.000 et seq. of the Kentucky Revised Statutes (hereinafter referred to as "University") and KENTUCKY HEALTHCARE ENTERPRISE, INC., [HEALTH ASSOCIATES OF KENTUCKY, INC.,] a Kentucky corporation (hereinafter referred to as "KHE"["HAK"]).

WITNESSETH:

Section 1. RECITALS

A. In recognition of the University's need to develop collaborative and integrated delivery systems to participate in and support the management of Kentuckians' health care needs, the University provided investment capital for the formation of a corporation with the ability (i) to develop collaborative health care initiatives, (ii) to acquire medical practice/ provider sites and (iii) to provide management services for medical practice/provider sites.

B. KHE, formerly known as Health Associates of Kentucky, Inc., [HAK] was organized pursuant to this initiative and is conducting [has begun to conduct] the activities for which it was formed, and is positioned to enable the University to extend availability of the expertise of its Medical Center to multiple Kentucky locations for clinical care, outreach training programs for students, and research.

C. The University had [has] authorized the President to negotiate and execute a contract with HAK, subject to approval by the University's Board of Trustees, setting forth the relationship between the parties, which original agreement was approved by the Board of Trustees on October 22, 1996.

Section 2. DEFINITIONS

A. "Clinics" means premises, equipment, and related businesses and operations that are owned, leased, operated, and/or managed by KHE or any of its subsidiary entities

[HAK] including those used by the University to further teaching, research, and service activities of the Chandler Medical Center.

B. "Doctors" means those physicians who are employed by, or under contract with, the University to provide professional medical services to patients at the Clinics.

C. "KHE" as used herein shall mean Kentucky Healthcare Enterprise, Inc. or any of its subsidiary organizations where the context of the provisions herein would encompass both Kentucky Healthcare Enterprise, Inc. and its subsidiaries.

D. [C.] "University," as used herein whenever approvals or consents are necessary, means the approval or consent of the President or his or her designee unless approval of the Board of Trustees is required.

Section 3. GENERAL RELATIONSHIP OF THE PARTIES

A. Independent Relationship. University and KHE [HAK] intend to act and perform as independent contractors. Notwithstanding the authority granted to KHE [HAK] herein, KHE [HAK] and University agree that University shall retain the authority to direct the medical, professional, and ethical aspects of its medical practice. Each party shall be solely responsible for and shall comply with all state and federal laws pertaining to employment taxes, income withholding, unemployment compensation contributions and other employment related statutes applicable to that party. KHE [HAK] shall not be required to or actually engage in the practice of medicine or otherwise act in any manner which, under applicable law, requires a license to practice medicine.

B. KHE [HAK] Assets, Stock. KHE [HAK] covenants and agrees that it will not without written consent of the University merge with any other corporation, convey all or substantially all of its assets, enter into partnership agreements with other entities or sell any or all of its stock.

C. Management of Doctors. The University is responsible for, and retains authority over the medical, professional, and ethical aspects of medical practice in the Clinics as performed by its employees. The University will recruit and employ Doctors to provide high quality medical services in the Clinics, will ensure that such Doctors are appropriately licensed by the Commonwealth of Kentucky, and will cooperate with KHE

in conducting [conduct an] ongoing programs to monitor the quality of medical care provided in the Clinics. The University and KHE will each immediately inform the other [HAK] of any disciplinary or medical malpractice action initiated against any of the Doctors. KHE [HAK] and University mutually acknowledge that all medical practice in the Clinics shall be conducted solely by the Doctors. Practice in the Clinics shall be conducted in full compliance with ethical standards, laws and regulations applicable to the medical profession, local ordinances, and standards of medical care. While providing medical care at the C[c]linics the Doctors will assist in developing and comply with established goals and objectives of the Clinics and assist in developing and comply with operational standards, scheduling and other management guidelines to implement continuity and consistency of care.

D. Patient Referrals. The parties agree that the benefits to Doctors hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral or any other arrangement for the provision of any item or service offered by KHE [HAK] or University to any of Doctors' patients in any facility or laboratory controlled, managed or operated by KHE [HAK] or University.

E. Corporate Compliance. KHE acknowledges and agrees that it is solely responsible for and will develop and implement an effective Corporate Compliance Plan to assure conformity with applicable statutes, laws, regulations, policies and/or practices of the federal or state government and third party payors.

Section 4. OBLIGATIONS OF KHE [HAK] FOR OWNED OR LEASED CLINICS

A. Premises, Equipment, and Supplies. For those Clinics which are owned or leased by KHE, [HAK] it will provide offices and facilities for the Clinics, equipment needed to provide high quality medical services in the Clinics, and all supplies and materials needed for the day-to-day operation of the Clinics. KHE [HAK] will repair and maintain clinic premises and equipment and will provide utility (telephone, electricity gas, and water), janitorial, and refuse disposal services for the Clinics. For those Clinics which are operated or managed by KHE, the provision of offices, facilities, supplies,

equipment and materials will be determined by the individual agreements for such operations or management. [HAK will consult fully with the University concerning premises, equipment, supplies, and services for the Clinics, and agrees to acquire or lease Clinics at mutually acceptable sites to further the mission of the University.]

B. Management Services. Subject to the terms of individual agreements for operations and management of Clinics or practice sites KHE [HAK] will provide all management services needed to operate the Clinics on a day-to-day basis, including the following: (i) clerical, accounting, bookkeeping, computing, printing, mail and postage, and duplication services; (ii) legal and accounting services incurred in the ordinary course of Clinic operations; (iii) support personnel for medical practice; (iv) supervision and custody of business files and records and those medical files and records that are maintained on the premises of the Clinics; and (v) other administrative and business services needed to operate the Clinics in an efficient and effective manner. KHE [HAK] shall provide these services in whatever manner it finds to be most reasonably appropriate for the day-to-day requirements of the Clinics, including the right to perform business functions at locations outside the Clinics and to provide needed services through the use of qualified subcontractors. The University shall take no actions to control or [that] unnecessarily impact on the ability of KHE [HAK] to manage the Clinics in a businesslike manner.

C. Staffing. KHE [HAK] shall select appropriate personnel [a Director] to manage and administer the day-to-day business functions of the Clinics and shall employ all other personnel reasonably needed to perform the services described in subsections (A) and (B) of this Section, including but not limited to clerical, secretarial, administrative, janitorial, technical and non-technical professional support personnel, including nurses, nurse practitioners and physician assistants. KHE [HAK] shall determine the compensation and fringe benefits of all personnel [these individuals (both the Director and other personnel)] who [and they] shall for all purposes be employees of KHE [HAK]. [HAK shall consult with the University concerning the performance of its employees, shall honor specific University requests concerning employee assignments (if consistent with sound business practices), and shall provide for the Clinic's high quality

medical support personnel and services.] While assisting Doctors in providing medical care, clinic support personnel selected and hired by KHE [HAK] will be subject to the supervision of Doctors. For all other management purposes, clinic support personnel will be subject to the direction and supervision of KHE [HAK] management.

D. Physician Billing. For services provided by University contract staff Doctors [rendered] at leased, owned or managed Clinics or for inpatient services [by University contract staff Doctors], KHE [HAK] shall manage the billing and collection of professionally generated clinical income in cooperation with University. For Doctors who are faculty of the University's College of Medicine, KHE [HAK] will, in cooperation with University or the billing and collection entity selected pursuant to [coordination with] the University's Medical Practice Plan, furnish necessary information for billing and collection of professionally generated clinical income at Clinics. For those Clinics managed or operated by KHE on behalf of third party physicians or providers, KHE will manage billing and collection of professionally generated clinical income in accord with the provisions of any operating or management agreement between the parties.

Section 5. OBLIGATIONS OF THE UNIVERSITY

A. Doctors. The University shall employ those Doctors who [to] staff the Clinics [in accord with University policies and/or procedures] . University shall consult with KHE concerning the performance of University Doctors and shall honor specific KHE requests concerning University Doctor assignments (if consistent with University practices).

B. Medical Malpractice. Pursuant to the provisions of KRS 164.939 et seq University employed Doctors may be entitled to the benefits of the Basic and Excess Coverage Compensation Funds and any other malpractice insurance provisions provided by University. Notwithstanding the foregoing, KHE [HAK] may procure other medical malpractice insurance for the benefit of University employed Doctors at the sole cost of KHE [HAK].

C. Professional Licenses, Dues and Education Expenses. Doctors shall be solely responsible for the cost of licenses, membership in professional associations, and

continuing professional education for the Doctors. Doctors shall ensure that physician extenders participate in such continuing medical education as is necessary for such employee to remain current and fulfill all state licensure requirements.

D. Professional Insurance. University shall cooperate in the obtaining and retaining of professional liability insurance for physician extenders by assuring that the physicians are insurable, and participating in an ongoing risk management program; however, the cost of professional liability insurance for physician extenders shall be the responsibility of KHE [HAK].

Section 6. RECORDS, BOOKS AND REPORTS

A. Records. Patient medical records in the owned or leased Clinics shall be maintained, managed and disposed of in compliance with state and federal laws applicable to medical records [are] and shall be be [remain] the property of the University only during such time the records are required to be maintained pursuant to state and federal law, after which time the records shall be disposed of in conformity with said laws. Such records [shall be managed in compliance with applicable state and federal laws and] shall be maintained in the Clinics or in locations otherwise designated by the University. KHE [HAK] and the University shall use their best efforts to preserve expected confidentiality of such records and shall use such records only for legitimate medical and professional purposes.

B. Books. The books, records, and accounts of KHE [HAK] shall be open to inspection and audit by properly designated University representatives, including Internal Auditors, at all reasonable times and for all reasonable purposes at the sole expense of University. KHE [HAK] shall deliver to the University annually an Audited Financial Statement (including an opinion of independent certified public accountants, a balance sheet, a statement of changes in fund balances, a statement of current revenues and expenditures, and supplementary schedules) and shall deliver quarterly a Financial Statement that includes a balance sheet and statement of operations.

C. Reports. [In April of 1997, and thereafter] I[i]n August of each calendar year, KHE [HAK] shall provide the University's Board of Trustees a written report containing

a description of all its significant activities for that year and all significant activities contemplated for the succeeding year, consistent with an annual report to shareholders.

Section 7. COMPENSATION FOR MANAGEMENT SERVICES AND FACILITY FEES

A. Reimbursement to University; KHE [HAK] Compensation. University may make available to KHE [HAK] the services of professional personnel, including Doctors, in order to implement the University's commitment to providing teaching, research, service and health care. University will submit to KHE [HAK] on or before the fifteenth (15th) day of each month, its bill for services performed by University personnel during the previous calendar month, which KHE [HAK] shall pay on or before the thirtieth (30th) day of each month. For recurring costs, KHE [HAK] may pre-pay any charges as agreed by the parties. After making payment to the University for the services of professional personnel, KHE [HAK] will retain any remaining collected revenues as assigned by University contract staff Doctors. Retention by KHE [HAK] of the remaining collected revenues is in consideration for KHE's [HAK's] performance of the management services, as payment for the provision of the facilities and equipment, and as payment for the provision of clerical, technical and other support personnel at the Clinics.

B. Reimbursement to KHE [HAK]. KHE [HAK] may make available to the University the services of professional personnel, in order to implement the University's commitment to providing teaching, research, service and health care. KHE [HAK] will submit to the University on or before the fifteenth (15th) day of each month, its bill for services performed by KHE [HAK] personnel during the previous calendar month, which University shall pay on or before the thirtieth (30th) day of each month.

Section 8. MANAGEMENT SERVICES

A. Services at Owned or Leased Clinics The parties acknowledge that KHE's [the] operation of the Clinics is the result of activities which include [of both] the University [and HAK]. In addition, at those Clinics where College of Medicine faculty are assigned, Kentucky Medical Services Foundation, Inc. (KMSF), the billing agent for

faculty physicians of the University's College of Medicine, may also participate in certain activities. [The parties will determine in writing] E[f]or each C[c]linic site KHE shall be responsible [the appropriate assignment of responsibility] for [billing and collecting,] finance and budget, managed care contracts, information systems, hospital collaborations, marketing, staffing and other management services[, with the attendant costs and fees to be paid by the parties]. In those instances where additional collaboration with the University and/or KMSF is necessary or desirable, a determination will be made in writing as to the allocation of responsibility at the particular Clinic site. Physician billing and collecting activities shall be governed by the provisions of Section 4.D. of this agreement.

B. Services at Non Owned or Leased Clinics The University acknowledges that KHE [HAK] may enter into certain affiliations or management contracts with clinics which are neither owned nor leased by it or the University. At those clinic sites, KHE [HAK], in the exercise of its corporate purposes, will engage in services pursuant to contracts with the owner/operator of the clinics. The services to be provided may include but not be limited to: billing and collecting, finance and budget, managed care contracts, information systems, hospital collaborations, marketing, staffing, other management services and any other services authorized by KHE's [HAK's] Articles of Incorporation. KHE [HAK] may engage in such activities directly, through subsidiaries, through subsidiary joint ventures with others or through subcontract with others. KHE [HAK] will retain all revenues generated from the provision of such management services.

C. Services on behalf of University Hospital. The University authorizes KHE, its subsidiaries or joint ventures providing services in conjunction with KHE or its subsidiaries to provide selected management services for which the University Hospital will incur a management fee to be paid to the management provider. Such management services may be provided for and on behalf of the University Hospital if the agreement for such services is specifically approved by the University President on recommendation of the Chancellor for the Medical Center.

Section 9. MISCELLANEOUS PROVISIONS

A. Unforeseeable Events. The parties shall not be liable to each other for failure to perform under this Agreement because of strikes, lockouts, calamities, acts of God, unavailability of supplies, or other events beyond their reasonable control.

B. Assurances. The parties will maintain high standards of quality in the medical and professional services of the Clinics, will comply with all applicable federal, state, and local laws and regulations in the performance of their obligations under this Agreement, and will execute any document needed by the other party to perform obligations under the Agreement.

C. Integration and Amendment. This Agreement expresses the entire contract between the parties and neither shall be bound by any other agreements or understandings, written or oral. This Agreement shall not be modified or amended except by a written document executed by both parties.

D. Waiver and Severability. No term or condition of this Agreement can be waived except in writing and signed by both parties, except as provided in subsection E below. The waiver of any of the terms and conditions of the Agreement shall not be deemed severable, and if any such provision is held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall remain effective and binding upon the parties.

E. Special Waiver. Because KHE [HAK] (as a corporate entity) has neither authority nor qualifications to engage in the practice of medicine, any act or service required of KHE [HAK] by this Agreement is hereby waived and deemed forever unenforceable to the extent that it is construed to be the practice of medicine by a court or any other governmental authority. KHE [HAK] may not assert that any act or service required of it by this Agreement constitutes the practice of medicine.

F. Assignment. This Agreement may not be assigned in whole or in part by either party without the express written consent of the other party.

G. Term. This agreement shall be effective as of July 1, 1998 [December 29, 1995] and shall terminate on June 30, 2000 [1998] and shall be reviewed by the parties in June, 1999 [7].

H. Governing Law. The validity and interpretation of, and performance under, this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

I. Records Access. Pursuant to Public Law 96-499, Section 952, KHE [HAK] agrees to make available upon written request from the Secretary of Health and Human Resources, the Comptroller General, or the Department of Human Services of the State of Kentucky or any of their duly authorized representatives, access to this contract and all other service agreements written or oral entered into or renewed since December 5, 1980, and access to books, documents, and records necessary to verify costs of services provided by such arrangements exceeding \$10,000 in a 12-month period. Access will be permitted until four years have expired after completion of services furnished, and in accordance with the applicable federal regulations.

If KHE [HAK] carries out any of the duties under this contract through a subcontract with a related organization, with a value or cost of \$10,000 or more over a 12-month period, such sub-contract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to the sub-contract, the related organization shall make available, upon written request from the Secretary or Comptroller General, or any of their duly authorized representatives, the sub-contract, books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

J. Notices. All notices, demands and requests hereunder shall be in writing and delivered by certified mail or personal delivery to:

UNIVERSITY

President
104 Administration Building
University of Kentucky
Lexington, KY 40506-0032

Chancellor for Medical Center
A301 Kentucky Clinic
University of Kentucky
Lexington, KY 40536-0084

KHE [HAK]

Chief Executive Officer
[Director]
1510 Newtown Pike, Suite F
[3174 Custer Drive]
[Lexington, KY 40517]

Notices shall be deemed served on the date of actual receipt.

K. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, pursuant to proper authorization of their respective governing boards, as of the day and year first above written.

BOARD OF TRUSTEES OF THE
UNIVERSITY OF KENTUCKY

BY: _____
Charles T. Wethington, Jr.
President

ATTEST: _____

KENTUCKY HEALTHCARE
[HEALTH ASSOCIATES OF
KENTUCKY, INC.]

BY: _____
James W. Holsinger, Jr., M.D.,PhD.
President

ATTEST: _____

KHE:UK

FCR 9

Office of the President
August 18, 1998

Members, Board of Trustees:

A RESOLUTION AUTHORIZING THE UNIVERSITY'S PARTICIPATION IN THE
CONTINUED FUNDING AND SUPPORT OF THE CHA INTEGRATED DELIVERY
SYSTEM

Recommendation: that the Board of Trustees take the following action:

1. Authorize the expenditure of additional revenues of University Hospital, not to exceed \$17.7 million, which will be used along with funds from other qualified investors to provide capitalization for the CHA system through its holding company CHA Service Company.
2. Authorize the President of the University to execute all necessary documents and contracts to facilitate the University's continuing investment in the CHA Service Company.

Background: In December, 1996 the Board of Trustees approved the University's participation in the development of an integrated health care delivery system and its related corporate bodies. The resulting delivery system consists of a Provider Network, the CHA Service Company, and CHA HMO, Inc. These companies, linked together, have formed a provider sponsored health care delivery system made up of over 4,570 physicians, 66 hospitals, and 803 ancillary providers in Kentucky, Virginia, Tennessee and West Virginia.

The additional funding will be used to support the rapid growth and development of the HMO by adding capital for new product development, infrastructure development, and reserves. Since its development in July, 1995, the system now provides health benefits to over 195,000 people: 94,000 commercially insured HMO members, 65,000 Medicaid HMO enrollees, 16,000 individuals in self-insured plans, and 20,000 individuals who access the Preferred Provider Organization. This system helps provide a broad spectrum of patients to the Chandler Medical Center thus permitting the Medical Center to fulfill its mission of instruction, research and patient service.

Action taken: ☒ Approved ☐ Disapproved ☐ Other _____

FCR 10

Office of the President
August 18, 1998

Members, Board of Trustees:

RESOLUTION APPROVING A FINANCING/LEASE AGREEMENT FOR EXPANSION OF COMMONWEALTH STADIUM

Recommendation: that the Board of Trustees adopt the Resolution attached hereto approving a financing/lease agreement among the University, the Kentucky Asset/Liability Commission, the State Property and Buildings Commission, and the Finance and Administration Cabinet for the purpose of providing interim and permanent financing for the expansion of Commonwealth Stadium.

Background: The 1998 General Assembly approved the issuance of bonds by the State Property and Buildings Commission to finance the expansion of Commonwealth Stadium. The attached resolution (a) requests that the Kentucky Asset Liability Commission and the State Property and Buildings Commission to issue notes and bonds respectively for the purpose of paying the costs of the stadium project, (b) authorizes the execution and delivery of a Financing/Lease Agreement necessary to implement the financing for the stadium project, (c) approves, ratifies and confirms the stadium expansion project, and (d) authorizes the Chairman to execute, acknowledge, and deliver, on behalf of the Board, the Lease/Financing Agreement.

Action taken:



☒ Approved

☐ Disapproved

☐ Other _____

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UNIVERSITY OF KENTUCKY ("STATE AGENCY") APPROVING A FINANCING/LEASE AGREEMENT AMONG THE STATE AGENCY, THE KENTUCKY ASSET/LIABILITY COMMISSION, THE COMMONWEALTH OF KENTUCKY STATE PROPERTY AND BUILDINGS COMMISSION, AND THE FINANCE AND ADMINISTRATION CABINET OF THE COMMONWEALTH OF KENTUCKY FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR AN AUTHORIZED PROJECT IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE PERMANENT FINANCING FOR SAID PROJECT.

WHEREAS, pursuant to Section 56.860 et seq. of the Kentucky Revised Statutes (the "Act"), the Kentucky Asset/Liability Commission (the "Commission") was created and exists as an independent agency and constituted authority of the Commonwealth of Kentucky (the "Commonwealth") and is authorized to issue Project Notes, as defined in the Act, at the request of the Cabinet, as defined in the Act, to provide interim financing for Authorized Projects, as defined in the Act, in anticipation of the issuance of bonds; and

WHEREAS, the General Assembly pursuant to H.B. 321 of the General Assembly of the Commonwealth of Kentucky, 1998 Regular Session (the "Budget Act") authorized certain expenditures in certain amounts for the hereinafter described Project to be financed with bonds, which Project constitutes an Authorized Project, as defined in the Act; and

WHEREAS, the Finance and Administration Cabinet (the "Cabinet") has applied to the State Property and Buildings Commission ("SPBC") for the issuance of bonds (the "Bonds") on behalf of the Cabinet and various other State Agencies to provide permanent financing for the Projects and has requested, in accordance with the Act, that the Commission issue and sell Project Notes to provide funds for the Projects in anticipation of the issuance of the Bonds; and

WHEREAS, the SPBC has determined, based on such request and the authorizations set forth in the Budget Act, to issue its revenue bonds for the Projects, and in anticipation thereof and based upon the request of the Cabinet and the SPBC, the Commission has determined to provide interim financing for the Projects through the issuance of its project Notes, 1998 Agency Fund Series (the "Notes");

WHEREAS, the State Agency wishes to authorize the Financing/Lease Agreement (the "Financing Agreement") among the State Agency, the Commission, the SPBC and the Cabinet to provide interim financing for the Project as evidence of its

commitment to issue the Bonds, which Bonds constitute the Bonds described in the Financing Agreement.

NOW, THEREFORE it is hereby resolved and ordered by the Board of Trustees of the University of Kentucky as follows:

Section 1. Determinations. The State Agency hereby finds and determines that (a) it hereby ratifies and affirms its request that the Commission issue the Notes in anticipation of the issuance of the Bonds, for the purpose of paying the costs of the Project; (b) it is necessary to execute and deliver the Financing Agreement in order to provide for a source of payment for the Notes and Bonds; and (c) approval of the Project described in the Financing Agreement is hereby ratified and confirmed.

Section 2. The Financing Agreement and Other Documents. As evidence of its obligations in this Resolution, the Chairman is hereby authorized to execute, acknowledge and deliver, on behalf of the State Agency, the Financing Agreement, in substantially the form submitted to the State Agency, which is hereby approved, with such changes therein not inconsistent with this Resolution and not substantially adverse to the State Agency as may be permitted by the Act and approved by such officer. The approval of such changes by such officer, and that such changes are not substantially adverse to the State Agency, shall be conclusively evidenced by the execution of the Financing Agreement by such officer. The Chairman and Secretary are hereby separately authorized to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Peck, Shaffer & Williams LLP, as bond counsel for the Notes, in order to effect the issuance of the Notes and the intent of this Resolution.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 18th day of August 1998.

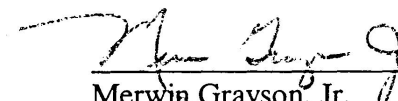
UNIVERSITY OF KENTUCKY
State Agency

By: 
Edward T. Breathitt
Chairman

CERTIFICATE

It is certified that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Trustees of the University of Kentucky ("State Agency") on the 18th day of August, 1998, and such resolution has not been altered, amended or repealed.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 18th day of August 1998.



Merwin Grayson, Jr.
Secretary

FINANCING/LEASE AGREEMENT

by and between

KENTUCKY ASSET/LIABILITY COMMISSION

and

FINANCE AND ADMINISTRATION CABINET
OF THE COMMONWEALTH OF KENTUCKY

and

THE COMMONWEALTH OF KENTUCKY
STATE PROPERTY AND BUILDINGS COMMISSION

and

UNIVERSITY OF KENTUCKY

Dated as of August 1, 1998

TABLE OF CONTENTS

	Page No.
ARTICLE I	DEFINITIONS 2
ARTICLE II	AGREED RECITATION OF ESTIMATED TOTAL COSTS OF THE PROJECT 4
ARTICLE III	APPLICATION AND REQUEST OF STATE AGENCY THAT SPBC AUTHORIZE IN SPBC'S OWN NAME BONDS IN AMOUNT OF THE COSTS OF THE PROJECT AND REQUEST OF SPBC THAT THE COMMISSION ISSUE NOTES 4
ARTICLE IV	AGREEMENT OF SPBC TO ISSUE ITS BONDS AND COMMISSION TO ISSUE ITS NOTES AND APPLY THE PROCEEDS THEREOF TO THE ACQUISITION OF THE PROJECT 5
ARTICLE V	INITIAL TERMS; OPTIONAL RENEWALS; FINANCING PAYMENTS; RENT 5
ARTICLE VI	EFFECT OF STATE AGENCY'S EXERCISE OF ITS OPTION TO RENEW 9
ARTICLE VII	EFFECT OF STATE AGENCY'S ELECTION NOT TO RENEW 10
ARTICLE VIII	STATE AGENCY TO HAVE PEACEFUL POSSESSION SO LONG AS THE FINANCING/LEASE AGREEMENT IS IN FULL FORCE AND EFFECT 10
ARTICLE IX	STATE AGENCY TO REQUIRE SUFFICIENT AMOUNTS IN ITS BUDGET IN ORDER FOR FINANCING PAYMENTS AND RENT TO BE MADE 10
ARTICLE X	EVENTS OF DEFAULT AND REMEDIES 11
ARTICLE XI	PROVISIONS OF FINANCING/LEASE AGREEMENT ARE FOR BENEFIT OF THE HOLDERS OF THE NOTES AND BONDS AS THIRD PARTY BENEFICIARIES 11
ARTICLE XII	TAX COVENANT 11
ARTICLE XIII	TERMINATION OF FINANCING/LEASE AGREEMENT 12
ARTICLE XIV	SECURITY AND ASSIGNMENT 12
ARTICLE XV	PROVISIONS OF FINANCING/LEASE AGREEMENT ARE SEVERABLE 13
ARTICLE XVI	INDEX AND HEADINGS PRECEDING SECTIONS ARE NOT PART OF THE FINANCING/LEASE AGREEMENT 13

THIS FINANCING/LEASE AGREEMENT, made and entered into as of the date shown on the cover page hereto, by and among the KENTUCKY ASSET/LIABILITY COMMISSION (hereinafter sometimes referred to as the "Commission"), the FINANCE AND ADMINISTRATION CABINET OF THE COMMONWEALTH OF KENTUCKY, a department and agency of the Commonwealth of Kentucky (hereinafter sometimes referred to as the "Cabinet"), the COMMONWEALTH OF KENTUCKY STATE PROPERTY AND BUILDINGS COMMISSION ("SPBC") and the STATE AGENCY identified on the cover page hereto (the "State Agency").

WITNESSETH

THAT WHEREAS, the State Agency identified on the cover to this Financing Agreement constitutes a "State Agency" within the meaning and application of Sections 56.440, et seq., of the Kentucky Revised Statutes and the Finance and Administration Cabinet of the Commonwealth of Kentucky constitutes the "Cabinet" within the meaning of Section 56.8605 of the Kentucky Revised Statutes; and

WHEREAS, the Cabinet is authorized pursuant to the Act, as hereinafter defined, to take, acquire and hold property, the SPBC is authorized, pursuant to the Act to issue and sell revenue bonds on behalf of any State Agency, and the State Agency, to the extent described herein, is authorized to issue and sell revenue bonds, and the Commission is authorized to issue Project Notes, as defined in the Act, in anticipation of the issuance of such bonds in order to provide interim financing for projects and to carry out proper public purposes; and

WHEREAS, (i) the Cabinet and the State Agency, as applicable, have made appropriate application to the SPBC requesting the SPBC to provide for payment of the costs of the Project, hereinafter defined, pursuant to KRS 56.450 by the issuance of revenue bonds pursuant to the Act or (ii) the State Agency has determined to issue revenue bonds, as further described herein, and the SPBC or the State Agency, as applicable, has requested and authorized the Commission to issue Project Notes for the Project in anticipation of the issuance of such bonds; and

WHEREAS, to the extent applicable and as required by law, the Project has been approved by the SPBC and the SPBC has determined to issue revenue bonds for the Project, it being understood that the State Agency will enter into this Financing/Lease Agreement to provide (i) revenues for amortization of such Project Notes, (ii) for the issuance of the Bonds for the payment of the Project Notes which have not been amortized, (iii) for the transfer of the Project to the SPBC upon the issuance of Bonds by the SPBC; (iv) for the leasing of the Project by the State Agency from the SPBC, if applicable, to provide revenues for amortization of the Bonds, and (v) interim financing for the Project by issuance of the Project Notes by the Commission; and

WHEREAS, in order to provide revenues to reimburse the SPBC, if applicable, and the Commission for its commitment to amortize such bonds and notes, respectively, which are to be issued for purposes of providing funds for acquisition of the Project, it is necessary and appropriate that a Financing/Lease Agreement in respect of the Project be entered into by and between the Commission, the SPBC, the State Agency and the Cabinet;

NOW, THEREFORE, PURSUANT TO THE STATUTORY AUTHORITY CITED IN THE PREAMBLES TO THIS FINANCING/LEASE AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY BOTH PARTIES, AND IN FURTHER CONSIDERATION OF THE PREMISES, THE COMMISSION, THE SPBC, THE STATE AGENCY AND THE CABINET DO HEREBY COVENANT AND AGREE, EACH WITH THE OTHER, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. As used in this Financing/Lease Agreement, unless the context requires otherwise:

"Act" means collectively, (i) Section 56.860, et. seq. of the Kentucky Revised Statutes, (ii) Section 56.440, et. seq. of the Kentucky Revised Statutes and (iii) Sections 58.010 to 58.140, inclusive, of the Kentucky Revised Statutes.

"Additional Payments" means additional payments as set forth in Section 5.06 hereof.

"Additional Rent" means additional rent as set forth in Section 5.06 hereof.

"Application" means that certain written instrument tendered to the SPBC by the State Agency pursuant to KRS 56.450(4), wherein and whereby the State Agency has requested the SPBC to provide for financing of the costs of the Project (hereinafter defined and identified), through application of the proceeds of the Bonds issued by the SPBC in its own name in the manner authorized by the Act. The Application, if applicable, is contained in this Financing/Lease Agreement.

"Bond Payment Fund" means the fund to be created by the Bond Resolution for the payment of the principal of, interest on, and premium, if any, on the Bonds.

"Bond Resolution" means the Bond Resolution or similar authorizing instrument to be adopted by the SPBC or State Agency, as applicable, authorizing the issuance of the Bonds.

"Bonds" means Bonds as defined in the Indenture.

"Budget Act" means H.B. 321 of the General Assembly of the Commonwealth of Kentucky, 1998 Regular Session.

"Cabinet" means the Finance and Administration Cabinet of the Commonwealth.

"Commission" means the Kentucky Asset/Liability Commission.

"Commonwealth" means the Commonwealth of Kentucky.

"Credit Facility" means Credit Facility as defined in the Indenture.

"Credit Facility Agreement" means Credit Facility Agreement as defined in the Indenture.

"Credit Facility Obligations" means obligations of the Commission under the Credit Facility Agreement, including without limitation, obligations to reimburse the Credit Facility Provider for drawings under the Credit Facility.

"Credit Facility Provider" means Credit Facility Provider as defined in the Indenture.

"Financing Expenses" means all costs associated with the financing of the Projects, as may be determined by the Cabinet, other than amounts payable as interest, Credit Facility Provider fees, Liquidity Facility Provider fees and Remarketing Agent fees hereunder, including, but not limited to, fees of the Trustee, Registrar and Paying Agents and unamortized Costs of Issuance.

"Financing/Lease Agreement" means this Financing/Lease Agreement, dated as of the date on the cover page hereto, by which interim and, if applicable, permanent financing for the Project is provided to the State Agency by the Commission and the SPBC, respectively.

"Financing Payments" means the payments required to be made by the Cabinet to the Commission pursuant to Sections 5.01, 5.02 and 5.08 of this Financing/Lease Agreement.

"Fiscal Year" means any period of twelve (12) months commencing July 1 of any year and ending June 30 of the ensuing year.

"Indenture" means the Trust Indenture dated as of August 1, 1998, between the Commission and the Trustee.

"KRS" means the Kentucky Revised Statutes of the Commonwealth of Kentucky as the same are in full force and effect at the date of the adoption of the Indenture, and any future amendments thereof to the extent that the same will not unconstitutionally impair the obligations of contracts created under the provisions of the Indenture.

"Liquidity Facility" means Liquidity Facility as defined in the Indenture.

"Liquidity Facility Obligations" means obligations of the Commission under the Liquidity Facility.

"Liquidity Facility Provider" means Liquidity Facility Provider as defined in the Indenture.

"Note Payment Fund" means the fund created by Sections 5.03 and 5.06 of the Indenture.

"Notes" means Notes as defined in the Indenture.

"Project" means the Projects identified in Annex A hereto.

"Project Fund" means the fund created by Sections 5.03 and 5.05 of the Indenture and, upon issuance of the Bonds, means the fund, if any, created by the Bond Resolution for the payment of costs of the Project.

"Proportionate Share" means a factor determined by dividing the principal portion of the State Agency's Debt Servicing Obligation by the principal amount of all Notes (other than any renewal Notes) issued under the Indenture.

"Registrar" means Registrar as defined in the Indenture.

"Related Bonds" means Bonds issued or to be issued for the purpose of financing the Project.

"Related Notes" means Notes issued or to be issued for the purpose of financing the Project.

"Renewal Term" means a period of two (2) years coinciding with the fiscal biennium of the Commonwealth, which commences on July 1 in each even-numbered year and ends on June 30 of the next ensuing even-numbered year unless hereafter modified by statute.

"Rent" means the payments requested to be made by the State Agency to the SPBC pursuant to Sections 5.01, 5.02 and 5.08 of this Financing/Lease Agreement.

"SPBC" means the State Property and Buildings Commission of the Commonwealth of Kentucky.

"State Agency" means the State Agency identified on the cover page hereto.

"Trustee" means Bank One, Kentucky, NA, Lexington, Kentucky, a national banking association organized under and existing by virtue of the laws of the Commonwealth of Kentucky, having proper trust powers, and having its principal office and place of business in the City of Lexington, Kentucky and including any successor trustee designated pursuant to the provisions of the Indenture.

Any terms not defined in this Financing/Lease Agreement but defined in the Indenture, if used herein, shall have the same meanings ascribed to them in the Indenture.

ARTICLE II

AGREED RECITATION OF ESTIMATED TOTAL COSTS OF THE PROJECT

Section 2.01. The Commission, the SPBC, the State Agency and the Cabinet agree that the aggregate of all costs of the Project to be funded from the proceeds of the Related Notes and Related Bonds will not exceed the amounts set forth in the Budget Act, which amounts are more specifically identified in Exhibit A hereto, plus Financing Expenses and Bond issuance costs, provisions for any debt service reserve fund, any capitalized interest, provisions of contingencies and discount in the sale of the Related Bonds and Related Notes.

ARTICLE III

APPLICATION AND REQUEST OF THE STATE AGENCY THAT SPBC AUTHORIZE IN SPBC'S OWN NAME BONDS IN AMOUNT OF THE COSTS OF THE PROJECT AND REQUEST OF SPBC THAT THE COMMISSION ISSUE NOTES

Section 3.01. The State Agency hereby makes application to the SPBC pursuant to KRS 56.450, and requests that the SPBC authorize in SPBC's own name and offer, from time to time, SPBC's Bonds in the principal amount not to exceed the costs of the Project established in Section 2.01 hereof for the purpose of providing the costs of the Project, all as is more specifically provided in the Act and the Bond Resolution, it being understood that the Commission may issue Notes in anticipation of the issuance of the Bonds, in accordance with the Act.

Section 3.02. The SPBC hereby makes application, on behalf and at the direction of the State Agency, to the Commission, and requests that the Commission authorize in the Commission's own name and offer, from time to time, the Commission's Notes in the principal amount not to exceed the costs of the Project established in Section 2.01 hereof for the purpose of providing interim financing for the Project, all as is more specifically provided in the Act and the Indenture.

ARTICLE IV

AGREEMENT OF SPBC TO ISSUE ITS BONDS AND COMMISSION TO ISSUE ITS NOTES AND APPLY THE PROCEEDS THEREOF TO THE ACQUISITION OF THE PROJECT

Section 4. 01. SPBC hereby agrees that in accordance with its lawful authority and powers and according to the Act and the application and request of the State Agency pursuant to KRS 56.450, it will, responsive to such request, proceed with all reasonable dispatch to authorize in its own name and issue Bonds to finance the Project, at the time and in the amounts necessary, as determined by SPBC, to provide adequate financing for the Project and to retire, at or prior to maturity, Notes, subject to the limitations of the Act and the Budget Act. The SPBC in its sole discretion shall, based on sound financial practices, establish the interest rates, maturities, sale price and other terms and conditions of Bonds from time to time issued pursuant to this Financing/Lease Agreement and shall issue and deliver Bonds and apply the proceeds thereof to financing the acquisition of the Project or retirement of the Related Notes.

Section 4. 02. The Commission hereby agrees that in accordance with its lawful authority and powers and according to the Act and the request and authorization of the SPBC, as applicable, the State Agency and the Cabinet pursuant to KRS 56.867, it will, responsive to such request, proceed with all reasonable dispatch to authorize in its own name and issue Notes to provide interim financing for the Project, at the time and in the amounts necessary, as determined by the Commission, to provide adequate interim financing for the Project, subject to the limitations of the Act and the Budget Act. The Commission in its sole discretion shall, based on sound financial practices, establish the interest rates, maturities, sale price and other terms and conditions of Notes from time to time issued pursuant to this Financing/Lease Agreement and shall issue and deliver Notes and apply the proceeds to financing the acquisition of the Project.

ARTICLE V

INITIAL TERMS; OPTIONAL RENEWALS; FINANCING PAYMENTS; RENT

Section 5.01. The Commission hereby agrees to provide interim financing for the Project to the State Agency, for an initial term ending June 30, 2000, with the right and privilege by the State Agency to continue this Financing/Lease Agreement and have the Project for succeeding biennium periods in the event this Financing/Lease Agreement is renewed as provided herein. The State Agency shall pay or cause to be paid as Financing Payments during such initial period ending on June 30, 2000, the Debt Servicing Obligation, as hereinafter defined, applicable to the Related Notes, due on each Debt Servicing Date, as hereinafter defined, during the term of the Financing/Lease Agreement so long as any Related Notes are outstanding or any amounts are due under a Credit Facility Agreement or Liquidity Facility.

The SPBC hereby agrees to provide permanent financing for the Project to the State Agency, for an initial term commencing on the date of issuance of the Related Bonds and ending June 30 of the first even numbered year after the issuance of the Related Bonds, with the right and privilege by the State Agency to continue this Financing/Lease Agreement and have the Project for succeeding biennium periods in the event this Financing/Lease Agreement is renewed as provided herein. The State Agency shall pay or cause to be paid as Rent during such period, the Debt Servicing Obligation, as hereinafter defined, applicable to the Related Bonds, due on each Debt Servicing Date, as hereinafter defined, applicable to the Related Bonds, during the term of the Financing/Lease Agreement so long as any Related Bonds are outstanding.

Section 5.02. For purposes hereof:

"Debt Servicing Date" shall mean, as to Related Notes that are outstanding, (i) the date on which the Commission has estimated that capitalized interest in the Note Payment Fund that is attributable to the State Agency will no longer be sufficient to pay interest on the Related Notes (which date is set forth in Annex A hereto) and September 1 each year thereafter, (ii) any Interest Payment Date on which the amount in the Note Payment Fund that is attributable to the State Agency (as determined by the Commission) is not adequate to pay the amounts set forth in clauses (i) through (vi) of the definition of Debt Servicing Obligation, and (iii) if no capitalized interest is attributable to the Related Notes on the date of their delivery, the date of delivery of the Related Notes; and as to any Bonds of the SPBC outstanding, the interest payment dates for the Bonds established by the Bond Resolution or otherwise agreed to by the SPBC and the State Agency, which dates shall be established to provide for timely payments of principal and interest on the Bonds.

"Debt Servicing Obligation" shall mean, as to Related Notes that are outstanding, the entire amount included in its budget (the "Budgeted Amount") for the payment of debt service with respect to the Project, less any amount in the Note Payment Fund on the date of the payment thereof which is attributable to the State Agency (as determined by the Commission). The State Agency shall approve a Budgeted Amount that is no less than the amount reasonably estimated to be required to be paid in respect of the Related Notes during the period to which the Budgeted Amount relates (the "Budget Period"), including (i) the scheduled maturity of principal of any Related Notes for which Bonds or renewal Notes are not being issued and the principal amount of Related Notes for which Bonds are not being issued, if any, called or to be called for redemption during the applicable Budget Period, and the premium, if any, with respect to such Related Notes, (ii) the interest required or estimated (by the Commission) to be paid on the Related Notes which will be outstanding during the applicable Budget Period, (iii) Credit Facility Obligations applicable to the Related Notes (to the extent not paid under clauses (i) and (ii)), (iv) Liquidity Facility Obligations applicable to the Related Notes, (v) its Proportionate Share of any Financing Expenses and (vi) the reasonable and agreed fees of the Credit Facility Provider, the Liquidity Facility Provider, the Remarketing Agent, the Trustee, the Paying Agent and the Registrar, but only to the extent not otherwise paid directly by the State Agency. In addition to the foregoing, if on any Interest Payment Date, the amount in the Note Payment Fund that is attributable to the State Agency (as determined by the Commission) is not adequate to pay the amounts set forth in clauses (i) through (vi) above, the State Agency shall pay, regardless of the Budget Amount, the amount required to satisfy such deficiency from whatever sources are available for such purpose.

Debt Servicing Obligation shall mean, as to Related Bonds that are outstanding, the aggregate amounts required to be paid in respect of the Related Bonds on any Debt Servicing Date, including (a) the scheduled maturity of principal of the Related Bonds maturing on such Debt

Servicing Date and the principal amount of the Related Bonds, if any, called for redemption on such Debt Servicing Date, and the premium, if any, with respect to such Related Bonds, (b) the interest required to be paid on the Related Bonds which were outstanding immediately prior to such Debt Servicing Date, and (c) the reasonable and agreed fees of any credit facility provider, liquidity facility provider, remarketing agent, trustee, paying agent or registrar for the Related Bonds, but only to the extent not otherwise paid directly by the State Agency.

The State Agency shall be entitled to a credit against the Debt Servicing Obligation otherwise required to be paid on any Debt Servicing Date to the extent there are funds attributable to it, as determined by the Commission, in the Interest Account of the Note Payment Fund or in the Operating Account of the Expense Fund or, if applicable, the Bond Payment Fund (as determined by the SPBC), prior to the payment of the Debt Servicing Obligation hereunder which, under the terms of the Indenture or the Bond Resolution, as applicable, and applicable law, can be used to meet the Debt Servicing Obligation. It is understood that, (1) pursuant to the Indenture, all income derived from investment of the Project Fund may, at the discretion of the Cabinet and the State Agency, be transferred to the Note Payment Fund and, if so transferred, shall be a credit against Financing Payments due and payable by the State Agency and (2) if provision is made therefore in the Bond Resolution, all income derived from investment of the Project Fund may, at the discretion of the Cabinet and the State Agency, be transferred to the Bond Payment Fund and, if so transferred, shall be a credit against Rent due and payable by the State Agency. Amounts transferred from the Expense Fund, established by the Indenture, to the Note Payment Fund, shall be a further credit against Financing Payments due and payable by the State Agency. Amounts transferred from any cost of issuance fund, established by the Bond Resolution, to the Bond Payment Fund, shall be a further credit against Rent due and payable by the State Agency.

Upon issuance of the Related Bonds, the final Debt Servicing Obligation for the Related Notes shall be the amount determined by the Commission in accordance with Section 5.04.

Section 5.03. Beginning June 30, 2000, the Commission and the SPBC hereby grant unto the State Agency exclusive option to renew the Financing/Lease Agreement for successive ensuing Renewal Terms, commencing July 1 in each even-numbered year, and ending June 30 of the next ensuing even-numbered year, and the last Renewal Term shall end June 30 of the even numbered year next following the final maturity date of the Related Bonds, or such other date as may be set forth in a Supplemental Financing Agreement entered into pursuant to the provisions of Section 5.10 hereof or otherwise agreed to by the SPBC and the State Agency; and for each such Renewal Term, if renewed therefor, the State Agency shall become obligated to pay, and hereby agrees that in the event of such renewal it will pay or cause to be paid, to the Commission, as Financing Payments and, if applicable, to the SPBC, as Rent for such biennium, each Debt Servicing Obligation which comes due on each Debt Servicing Date during the Renewal Term as a general obligation of the State Agency for such period, secured by amounts budgeted by the State Agency in its agency fund for such purpose.

Section 5.04. Financing Payments and Rent becoming due during the first term ending June 30, 2000, and for each Renewal Term, if the Financing/Lease Agreement shall be renewed for any such Renewal Term, shall be made or caused to be made by the State Agency to the Commission on each Debt Servicing Date during each such term, in such minimum amounts as will enable the Commission, solely from such source, to pay its Debt Servicing Obligation as of such date. Upon the issuance of the Related Bonds by the SPBC, the SPBC and the Commission shall advise the State Agency of (i) the trustee appointed for such Bonds and (ii) the Rent payable to such trustee as a result of such issuance of the Related Bonds. Upon the issuance of the Related Bonds, the Commission shall also advise the State

Agency of the remaining Financing Payments and the State Agency's remaining Proportionate Share of Financing Costs payable to the Trustee for payment of any Related Notes which remain Outstanding.

Section 5.05. Each of the successive options to renew shall in each instance be deemed automatically exercised, and the Financing/Lease Agreement automatically renewed for the succeeding Renewal Term, effective on the first day thereof, unless a written notice of the State Agency's election not to renew, signed by an authorized officer of the State Agency, shall have been delivered to the Commission and the SPBC, as applicable, before the close of business on the last business day in May, immediately preceding the beginning of such succeeding Renewal Term.

Section 5.06. The State Agency covenants and agrees to pay "Additional Payments" for the term of the Financing/Lease Agreement and for any Renewal Term during which Related Notes are outstanding, to the extent such payments are not a part of the Debt Servicing Obligation, as follows:

(i) To the Trustee, when due, a Proportionate Share of all fees of the Trustee for services rendered, all fees and charges of any Paying Agent, Registrar, counsel, accountants, and others incurred in the performance on request of the Trustee of services for which the Trustee and such other persons are entitled to payment or reimbursement which are not paid as Financing Payments;

(ii) To the Credit Facility Provider and Liquidity Facility Provider, when due, a Proportionate Share of all fees, expenses and other charges payable to the Credit Facility Provider under the Credit Facility Agreement and to the Liquidity Facility Provider under the Liquidity Facility which are not paid as Financing Payments;

(iii) To the Remarketing Agent when due, a Proportionate Share of all fees, expenses and other charges payable to the Remarketing Agent under the Remarketing Agreement; and

(iv) To the Commission, upon demand, all reasonable expenses incurred by it in relation to the Project which are not otherwise specifically identified and required to be paid by the Commission under the terms of this Financing/Lease Agreement.

The State Agency covenants and agrees to pay "Additional Rent" for the term of the Financing/Lease Agreement and for any Renewal Term during which Related Bonds are outstanding, to the extent such payments are not a part of the Debt Servicing Obligation, as follows:

(i) To the trustee for the Related Bonds, when due, a Proportionate Share of all fees of such trustee for services rendered, all fees and charges of any paying agent, registrar, counsel, accountants, and others incurred in the performance on request of such trustee of services for which such trustee and such other persons are entitled to payment or reimbursement which are not paid as Rent;

(ii) To any credit facility provider and liquidity facility provider for the Related Bonds, when due, a Proportionate Share of all fees, expenses and other charges payable to such credit facility provider under any credit facility agreement and to such liquidity facility provider under any liquidity facility which are not paid as Rent;

(iii) To any remarketing agent when due, a Proportionate Share of all fees, expenses and other charges payable to such remarketing agent under any remarketing agreement; and

(iv) To the SPBC, upon demand, all reasonable expenses incurred by it in relation to the Project which are not otherwise specifically identified and required to be paid by the SPBC under the terms of this Financing/Lease Agreement.

Section 5.07. It is the intention of the parties that this Financing/Lease Agreement be an absolutely net agreement, and that all of the Financing Payments and Rent available for debt service on the Related Notes and Related Bonds and this Financing/Lease Agreement shall be construed to effectuate such intent. Except as provided in Section 5.05, so long as any of the Related Notes or Related Bonds, or any Credit Facility Obligations or Liquidity Facility Obligations are outstanding or remain unpaid, the obligation of the State Agency to pay the amounts provided for in this Article V shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim it might otherwise have.

Section 5.08. This Financing/Lease Agreement may be supplemented from time to time whenever Bonds or additional Notes are issued by the SPBC or the Commission, respectively, at the request of the State Agency under the provisions of Section 6.11 of the Indenture or as may be provided in the Bond Resolution. Amounts payable under the terms of such supplemental agreement shall constitute Financing Payments or Rent, as applicable, under this Financing/Lease Agreement and such Financing Payments shall become Pledged Receipts under the Indenture if such supplemental Financing/Lease Agreement is with respect to additional Notes, or Rent which shall constitute revenues available solely and only for the payment of Bonds and pledged therefor under the Bond Resolution if such supplemental Financing/Lease Agreement is with respect to Bonds.

Section 5.09. In addition to the duties and obligations of the State Agency set forth in this Financing Agreement, the State Agency hereby covenants and agrees to perform such duties and obligations of it as may be set forth in the Indenture or the Bond Resolution.

ARTICLE VI

EFFECT OF THE STATE AGENCY'S EXERCISE OF ITS OPTION TO RENEW

Section 6.01 In the event the successive renewal options are exercised, according to the automatic renewal provisions hereinabove set forth, then upon the first day of the biennial Renewal Term for which such option is exercised, the State Agency shall be firmly bound for the entire amount of the Financing Payments, Additional Payments, Rent and Additional Rent becoming due and payable for such Renewal Term as a general obligation of the State Agency, limited to amounts appropriated for such purpose, payable from any and all funds of the State Agency, including, but not limited to, appropriations, contributions, gifts, matching funds, devises and bequests from any source, whether Federal or State, and whether public or private, so long as the same are not conditioned upon any use of the Project in a manner inconsistent with law; provided, however, nothing herein contained shall be construed as binding the State Agency to pay Financing Payments, Additional Payments, Rent or Additional Rent for more than one biennial Renewal Term at a time.

ARTICLE VII

EFFECT OF THE STATE AGENCY'S ELECTION NOT TO RENEW

Section 7.01. In the event the State Agency shall give written notice to the Commission or the SPBC, as applicable, of the State Agency's election not to renew this Financing/Lease Agreement for any ensuing optional biennial Renewal Term, prior to the automatic renewal hereinabove provided for, the State Agency shall not become obligated to pay Financing Payments, Additional Payments, Rent or Additional Rent beyond the last day of the then current term, and the State Agency shall thereby forfeit all of its future options to renew and shall peacefully surrender to the Commission or the SPBC, as applicable, possession of the Project on or prior to the last day of the then current term; provided, however, an election on the part of the State Agency not to renew for a future term shall not in any manner alter or diminish any obligation of the State Agency hereunder for the then current term; and shall not preclude subsequent reinstatement of the Financing/Lease Agreement for any future renewal term, if agreed to by the Commission or the SPBC, as applicable, upon the same terms and conditions as would have been applicable if the Financing/Lease Agreement had been renewed according to the provisions hereof, except that if such reinstatement is sought when one or more installments of Financing Payments or Rent or any Additional Payments or Additional Rent for such Renewal Term are overdue and unpaid, it shall be a condition of such reinstatement that such overdue Financing Payments or Rent or Additional Payments or Additional Rent be tendered.

ARTICLE VIII

STATE AGENCY TO HAVE PEACEFUL POSSESSION SO LONG AS THE FINANCING/LEASE AGREEMENT IS IN FULL FORCE AND EFFECT

Section 8.01. The Commission and the SPBC covenant that during the initial term of this Financing/Lease Agreement and during each successive optional Renewal Term for which this Financing/Lease Agreement may be renewed, if the State Agency shall continue in good standing according to the provisions hereof, the Commission and the SPBC shall maintain the State Agency in peaceful possession and enjoyment of the Project.

ARTICLE IX

STATE AGENCY TO REQUIRE SUFFICIENT AMOUNTS IN ITS BUDGET IN ORDER FOR FINANCING PAYMENTS AND RENT TO BE MADE

Section 9.01. The State Agency covenants and agrees that on each and every occasion when appropriations bills are prepared for introduction in the various successive Sessions of the General Assembly of the Commonwealth, the State Agency will cause to be included in its budget and seek an appropriation for, sufficient amounts in the aggregate (over and above all other requirements of the State Agency) to enable the State Agency to pay Financing Payments, Additional Payments, Rent and Additional Rent and thereby provide to the Commission moneys sufficient for the payment of the principal and interest on the Related Notes and Related Bonds as such amounts are due and payable, subject to the SPBC's obligation to issue Bonds or the Commission's obligation to issue renewal Notes upon the maturity of any Related Notes, and to pay any and all Credit Facility Obligations and Liquidity Facility Obligations applicable to the Related Notes or Related Bonds.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01. Each of the following events is hereby defined as and shall constitute an "event of default":

(a) default in the due and punctual payment of any Financing Payments, Rent, Additional Payments or Additional Rent; or

(b) default in the performance of any of the covenants, terms, and conditions of this Financing/Lease Agreement, and failure to remedy such default within thirty (30) days after written receipt thereof if the default relates to matters other than the payment of rent (but the State Agency shall not be deemed to be in default if the State Agency commences to remedy said defaults other than related to payment of Financing Payments, Rent, Additional Payments or Additional Rent within said thirty (30) day period, and proceed to and do remedy said default with due diligence).

If an event of default occurs, the Commission or the SPBC, as applicable, in addition to all other remedies given to the Commission and the SPBC at law or in equity, may by written notice to the State Agency terminate this Financing/Lease Agreement or, without terminating this Financing/Lease Agreement, take possession (actually or constructively) of the Project. In such event, the Commission or the SPBC, as applicable, may lease the Project or portions thereof, to any party it deems appropriate and in the event of a leasing may apply the rent therefrom first to the payment of the Commission's and the SPBC's expenses incurred by reason of the State Agency's default, and the expense of leasing, including but not limited to any repairs, renovation or alteration of the Project, and then to the payment of Financing Payments, Rent, Additional Payments, Additional Rent and all other sums due from the State Agency hereunder. All remedies available to the Commission and the SPBC are declared to be cumulative and concurrent. No termination of this Financing/Lease Agreement nor any taking or recovering of possession of the Project shall deprive the Commission or the SPBC of any of its remedies or actions against the State Agency.

ARTICLE XI

PROVISIONS OF FINANCING/LEASE AGREEMENT ARE FOR BENEFIT OF THE HOLDERS OF THE NOTES AND BONDS AS THIRD PARTY BENEFICIARIES

Section 11.01. All of the provisions herein contained are made for the benefit of each of the Holders and any Credit Facility Provider. Each and all of the Holders, such Credit Facility Provider and the Trustee on behalf of the Holders have the rights of third party beneficiaries to enforce all of the provisions of this Financing/Lease Agreement herein contained; subject, however, to the provisions of the Indenture with respect to enforcement of rights.

ARTICLE XII

TAX COVENANT

Section 12.01. To the full extent that it has the legal right to do so, the State Agency agrees to all of the provisions of the Indenture authorizing the Notes and, unless it objects in writing prior to the

issuance of the Bonds, to all of the provisions of the Bond Resolution authorizing the Bonds; and that it will neither take any action nor omit to take any action which taking or omission would result, in the exclusion of the receipt of interest on any of the Related Notes or Related Bonds from the treatment afforded by Section 103(a) of the Code, to the extent the interest on such Related Notes or Related Bonds is intended to be excludible from gross income for federal income tax purposes, under the terms of the Indenture or Bond Resolution.

Section 12.02. It is agreed that nothing has been done or will be done by either the Commission or the State Agency which will cause the Related Notes or Related Bonds to be private activity bonds within the meaning of Section 141 of the Code, including performance of any of the covenants contained herein, to the extent the interest on such Related Notes or Related Bonds is intended to be excludible from gross income for federal income tax purposes, under the terms of the Indenture or Bond Resolution.

ARTICLE XIII

TERMINATION OF FINANCING/LEASE AGREEMENT

Section 13.01. Upon the payment in full of the total principal and interest due or to become due on the Related Notes, including premium, if applicable, at the times and in the manner stipulated therein, in the Indenture, or upon defeasance of the Related Notes in accordance with the terms of the Indenture, and the payment of all Credit Facility Obligations and Liquidity Facility Obligations, this Financing/Lease Agreement and all covenants, agreements and other obligations herein applicable to the Related Notes and the Commission shall cease, terminate and become void and be discharged and satisfied; provided that, so long as any Bonds of the SPBC are outstanding the covenants, agreements and obligations relating to the SPBC shall continue to be in full force and effect. In such event, the Commission, upon the request of the State Agency, shall execute and deliver all such instruments as may be desirable to evidence such discharge and satisfaction of the State Agency's obligations applicable to the Related Notes.

Upon the payment in full of the total principal and interest due or to become due on the Related Bonds, including premium, if applicable, at the times and in the manner stipulated therein, in the Bond Resolution, or upon defeasance of the Related Bonds in accordance with the terms of the Bond Resolution, this Financing/Lease Agreement and all covenants, agreements and other obligations herein applicable to the Related Bonds and the SPBC shall cease, terminate and become void and be discharged and satisfied. In such event, the SPBC, upon the request of the State Agency, shall execute and deliver all such instruments as may be desirable to evidence such discharge and satisfaction.

ARTICLE XIV

SECURITY AND ASSIGNMENT

Section 14.01. This Financing/Lease Agreement secures (i) the payment of Financing Payments, Rent, Additional Payments and Additional Rent hereunder, (ii) the payment of the Notes in the aggregate principal amount which may from time to time be outstanding under the Indenture set forth, with interest thereon at the rates per annum borne by the Related Notes, (iii) the payment of the Bonds in the aggregate principal amount which may from time to time be outstanding under the Bond Resolution, with interest thereon at the rates per annum borne by the Related Bonds, (iv) the payment of the Credit Facility Obligations, and (v) the payment of the Liquidity Facility Obligations.

This Financing/Lease Agreement is given subject to all of the terms, conditions and provisions of the Indenture and the Bond Resolution. In the event that any conflict should exist or appear to exist

between the provisions of this Financing/Lease Agreement and the Indenture, the provisions of the Indenture shall prevail. In the event that any conflict should exist or appear to exist between the provisions of this Financing/Lease Agreement and the Bond Resolution, the provisions of the Bond Resolution shall prevail.

ARTICLE XV

PROVISIONS OF FINANCING/LEASE AGREEMENT ARE SEVERABLE

Section 15.01. If any section, paragraph, clause or provision of this Financing/Lease Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Financing/Lease Agreement.

ARTICLE XVI

INDEX AND HEADINGS PRECEDING SECTIONS ARE NOT PART OF THE FINANCING/LEASE AGREEMENT

Section 16.01. The Index and the headings preceding the text of the several sections hereof shall be solely for convenience of reference and shall not constitute a part of this Financing/Lease Agreement, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Financing/Lease Agreement by their officers thereunto duly authorized, as of the date and year first above written.

KENTUCKY ASSET/LIABILITY COMMISSION

ATTEST:

By _____
Chairman

Secretary

FINANCE AND ADMINISTRATION CABINET OF
THE COMMONWEALTH OF KENTUCKY

By _____
Secretary

STATE PROPERTY AND BUILDINGS
COMMISSION OF THE COMMONWEALTH OF
KENTUCKY

By _____
Chairman

ATTEST:

Secretary

UNIVERSITY OF KENTUCKY,
STATE AGENCY

By _____

Title _____

Secretary

Approved as to form and legality:

By: _____
Karen Powell, Office of Legal and Legislative Services,
Legal Counsel to the Kentucky Asset/Liability Commission

APPROVAL AND CONSENT OF FINANCE AND
ADMINISTRATION CABINET

The Secretary of the Finance and Administration Cabinet (the "Cabinet") of the Commonwealth of Kentucky hereby acknowledges his approval and consent and the approval and consent of the Cabinet to the terms and provisions of this Financing/Lease Agreement and to evidence acceptance of the obligations and covenants of the Cabinet contained in such Financing/Lease Agreement and on behalf of the Cabinet confirms that the provisions of this Financing/Lease Agreement are consistent with the public interest. This approval and consent is applicable only insofar as the same are within the jurisdiction, functions and powers of the Cabinet or within the jurisdiction, functions and powers of the Secretary of the Cabinet.

DATED: _____

FINANCE AND ADMINISTRATION CABINET OF
THE COMMONWEALTH OF KENTUCKY

By _____
Secretary

ANNEX A
THE PROJECT

<u>Project</u>	<u>Amount</u>	<u>First Debt Servicing Date</u>
Commonwealth Stadium Expansion	\$ _____	September 1, 1999

ANNEX B

FORM OF RESOLUTION

RESOLUTION OF THE BOARD OF TRUSTEES OF THE UNIVERSITY OF KENTUCKY ("STATE AGENCY") APPROVING A FINANCING/LEASE AGREEMENT AMONG THE STATE AGENCY, THE KENTUCKY ASSET/LIABILITY COMMISSION, THE COMMONWEALTH OF KENTUCKY STATE PROPERTY AND BUILDINGS COMMISSION AND THE FINANCE AND ADMINISTRATION CABINET OF THE COMMONWEALTH OF KENTUCKY FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR AN AUTHORIZED PROJECT IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE PERMANENT FINANCING FOR SAID PROJECT.

WHEREAS, pursuant to Section 56.860 et seq. of the Kentucky Revised Statutes (the "Act"), the Kentucky Asset/Liability Commission (the "Commission") was created and exists as an independent agency and constituted authority of the Commonwealth of Kentucky (the "Commonwealth") and is authorized to issue Project Notes, as defined in the Act, at the request of the Cabinet, as defined in the Act, to provide interim financing for Authorized Projects, as defined in the Act, in anticipation of the issuance of bonds; and

WHEREAS, the General Assembly pursuant to H.B. 321 of the General Assembly of the Commonwealth of Kentucky, 1998 Regular Session (the "Budget Act") authorized certain expenditures in certain amounts for the hereinafter described Project to be financed with bonds, which Project constitutes an Authorized Project, as defined in the Act; and

WHEREAS, the Finance and Administration Cabinet (the "Cabinet") has applied to the State Property and Buildings Commission ("SPBC") for the issuance of bonds (the "Bonds") on behalf of the Cabinet and various other State Agencies to provide permanent financing for the Projects and has requested, in accordance with the Act, that the Commission issue and sell Project Notes to provide funds for the Projects in anticipation of the issuance of the Bonds; and

WHEREAS, the SPBC has determined, based on such request and the authorizations set forth in the Budget Act, to issue its revenue bonds for the Projects, and in anticipation thereof and based upon the request of the Cabinet and the SPBC, the Commission has determined to provide interim financing for the Projects through the issuance of its Project Notes, 1998 Agency Fund Series (the "Notes");

WHEREAS, the State Agency wishes to authorize the Financing/Lease Agreement (the "Financing Agreement") among the State Agency, the Commission, the SPBC and the Cabinet to provide interim financing for the Project as evidence of its commitment to issue the Bonds, which Bonds constitute the Bonds described in the Financing Agreement.

NOW THEREFORE, it is hereby resolved and ordered by the Board of Trustees of the University of Kentucky as follows:

Section 1. Determinations. The State Agency hereby finds and determines that (a) it hereby ratifies and affirms its request that the Commission issue the Notes in anticipation of the issuance of the Bonds, for the purpose of paying the costs of the Project; (b) it is necessary to execute and deliver the Financing Agreement

in order to provide for a source of payment for the Notes and Bonds; and (c) approval of the Project described in the Financing Agreement is hereby ratified and confirmed.

Section 2. The Financing Agreement and Other Documents. As evidence of its obligations in this Resolution, the Chairman is hereby authorized to execute, acknowledge and deliver, on behalf of the State Agency, the Financing Agreement, in substantially the form submitted to the State Agency, which is hereby approved, with such changes therein not inconsistent with this Resolution and not substantially adverse to the State Agency as may be permitted by the Act and approved by such officer. The approval of such changes by such officer, and that such changes are not substantially adverse to the State Agency, shall be conclusively evidenced by the execution of the Financing Agreement by such officer. The Chairman and Secretary are hereby separately authorized to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of Peck, Shaffer & Williams LLP, as bond counsel for the Notes, in order to effect the issuance of the Notes and the intent of this Resolution.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this _____ day of _____, _____.

UNIVERSITY OF KENTUCKY,
State Agency

By: _____

Title: _____

CERTIFICATE

It is certified that the foregoing is a true and correct copy of a resolution duly adopted by the Board of Trustees of the University of Kentucky ("State Agency") on the _____ day of _____, _____, and such resolution has not been altered, amended or repealed.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this _____ day of _____, _____.

Secretary

ANNEX C

GENERAL CLOSING CERTIFICATE OF STATE AGENCY

Re: Kentucky Asset/Liability Commission Project Notes, 1998 Agency Fund Series, Financing/Lease Agreement

The undersigned, Chairman of the Board of Trustees of the University of Kentucky (the "State Agency"), hereby certifies, as of the date hereof, that (the capitalized terms used herein having the meanings given them in the Financing/Lease Agreement (the "Financing Agreement") among the State Agency, the Kentucky Asset/Liability Commission (the "Commission"), the Finance and Administration Cabinet of the Commonwealth of Kentucky (the "Cabinet") and the Commonwealth of Kentucky State Property and Buildings Commission ("SPBC")):

(a) The State Agency is duly organized and existing as an independent agency and constituted authority of the Commonwealth of Kentucky with full legal right, power and authority to enter into the Financing Agreement and consummate the transactions contemplated by the Financing Agreement;

(b) The execution and delivery of the Financing Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, will not in any material respect conflict with or constitute on the part of the State Agency a breach of or default under any other agreement or instrument to which the State Agency is a party or any existing law, administrative regulation, court order or consent decree to which the State Agency is subject;

(c) The State Agency has in all respects complied with the requirements of the Financing Agreement and the Act and will comply with all other laws and the Constitution of the Commonwealth;

(d) All approvals, consents and orders of any governmental authority, board, commission or agency having jurisdiction which would constitute a condition precedent to the performance by the State Agency of its obligations under the Financing Agreement have been obtained;

(e) The Financing Agreement, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding obligation of the State Agency enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted;

(f) The State Agency has duly (i) adopted the resolution approving the Financing Agreement (the "Resolution"), and such Resolution is in full force and effect, (ii) authorized and approved the execution and delivery of, and the performance by the State Agency of the obligations contained in the Financing Agreement;

(g) The State Agency is not in breach of or default under any applicable law or administrative regulation of the Commonwealth, any department, division, agency or instrumentality thereof, or the United States, or any applicable judgment or decreed or any loan agreement, note, resolution, certificate, agreement or other instrument to which the State Agency is a party or is otherwise subject;

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the knowledge of the State Agency

threatened against or in any way affecting the existence of the State Agency or the title of any of the officers or members of the State Agency to their office, or seeking to restrain or to enjoin the entering into of the Financing Agreement, or the application of the proceeds of the Financing Agreement as provided therein, or the collection of the revenues received by the State Agency, or in any way contesting or affecting the validity or enforceability of the Financing Agreement, or contesting the existence or powers of the State Agency or its authority with respect to the Financing Agreement or the Resolution nor to the best knowledge of the State Agency is there any basis therefor.

(i) The representations, warranties, covenants and agreements of the State Agency set forth in the Financing Agreement are true and correct in all material respects as of the date hereof.

(j) No event has occurred and is continuing which constitutes an event of default or would constitute an event of default but for the requirement that notice be given or time elapse or both under the Financing Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her signature this _____ day of _____, _____.

By: _____
Title: Chairman

ANNEX D

OPINION OF COUNSEL TO STATE AGENCY

[Date of Delivery of Financing Agreement]

Commonwealth of Kentucky
State Property and Buildings Commission
Frankfort, Kentucky

Commonwealth of Kentucky
Finance and Administration Cabinet
Frankfort, Kentucky

Kentucky Asset/Liability Commission
Frankfort, Kentucky

Peck, Shaffer & Williams LLP
Covington, Kentucky

Gentlemen:

I am general counsel for the University of Kentucky (the "State Agency"), and in such capacity, am familiar with its organization, statutory authority, regulations (if any), agreements and resolutions, all as in effect on the date hereof.

I have examined an executed copy of the Financing/Lease Agreement (the "Financing Agreement") among the State Agency, the Kentucky Asset/Liability Commission (the "Commission"), the Finance and Administration Cabinet of the Commonwealth of Kentucky (the "Cabinet") and the Commonwealth of Kentucky State Property and Buildings Commission ("SPBC") relating to the issuance of Kentucky Asset/Liability Commission Project Notes, 1998 Agency Fund Series (the "Notes") under the terms of the Indenture. I have also examined the original photostatic or certified copies of such records of the State Agency and other documents and materials, and have made such inquiries, as I have deemed relevant and necessary.

Based upon the foregoing, I am of the opinion that:

(1) The State Agency is an agency of the Commonwealth, duly organized and validly existing under the laws of the Commonwealth and constitutes a "State Agency" within the meaning of Sections 56.440, et seq. and 56.860, et seq. of the Kentucky Revised Statutes.

(2) The Financing Agreement has been duly authorized, executed and delivered by the State Agency and creates a valid, binding and enforceable agreement of the State Agency and the Financing Agreement creates a valid, binding and enforceable obligation of the State Agency to pay to the Commission the payments as are provided for therein, subject only to biennial appropriations by the General Assembly of the Commonwealth.

(3) The execution, delivery and performance of the Financing Agreement by the State Agency is not subject to any authorization, consent, approval or review of any governmental body or regulatory authority not heretofore obtained or effected as required.

(4) To the best of my knowledge, after due inquiry, there is no litigation pending or threatened against the State Agency, which would affect the creation, organization or existence of the State Agency or the title of its present members or officers to their respective offices, or contesting or affecting the validity or enforceability of the Financing Agreement.

(5) The execution and delivery of the Financing Agreement and the performance by the State Agency of its obligations thereunder, does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument binding upon the State Agency, or any resolutions heretofore adopted by the State Agency.

This opinion may be relied upon by the Commission and by Bond Counsel in connection with the authorization and the issuance of the Notes by the Commission.

Respectfully submitted,