I. PROCEDURAL ITEMS

1. Remarks by the Chair
2. Remarks by the President
3. Acceptance of the Agenda
4. Approval of the Minutes of the December 8, 2000 Regular Meeting

II. ACTION ITEMS

5. Election of Officers
6. Authorization to Confer Degrees
7. Recommendation re Honorary Degree
8. Academic and Student Affairs Committee Recommendations
   a. Grant Report
   b. Personnel Report
   c. Transfer of Major
   d. Department Separation
   e. Department Transfer
8. Budget and Finance Committee Recommendations
   a. Gift Report
   b. Personnel Report
   c. Ratification of WMU/MSEA Contract
   d. Appointment of External Auditor
   e. Resolution re Refunding 1991B Series General Revenue Bonds
   f. Easement Agreement - Arboretum Apartments
   g. Easement Agreement - Grand Rapids Regional Center Roadway

ROLL CALL

(continued)
III. INFORMATIONAL ITEMS

10. Remarks by the Provost
   Dobney

11. Public Comments
   St. John

IV. EXECUTIVE SESSION - ROLL CALL
   St. John
REMARKS BY THE CHAIR
Western Michigan University  
Board of Trustees Meeting  

REMARKS BY THE PRESIDENT
Western Michigan University
Board of Trustees Meeting

ACCEPTANCE OF THE AGENDA
APPROVAL OF THE MINUTES OF THE DECEMBER 8, 2000 REGULAR MEETING
ELECTION OF OFFICERS

At the annual meeting, as provided for in its bylaws, the Western Michigan University Board of Trustees elects the following officers for the 2001 calendar year: chair, vice chair, secretary, assistant secretary, treasurer and assistant treasurer.

The chair and vice chair are trustee nominations and require two separate votes:

Chair
Richard St. John

Vice Chair
Richard Chormann

The remaining officers, nominated by President Floyd, are listed below; and the slate requires only one vote:

Secretary
Betty Kocher

Assistant Secretary
Robert Beam

Treasurer
Robert Beam

Assistant Treasurer
Lowell Rinker
AUTHORIZATION TO CONFER DEGREES

It is recommended that the President be authorized to confer degrees at the April 21 commencement ceremonies as recommended by the Faculty.
RECOMMENDATION RE HONORARY DEGREE

It is recommended that an honorary doctor of public service degree be awarded to Mr. Don Gilmer, Commissioner of the Michigan Bureau of State Lottery, at the April 21 commencement ceremonies. Prior to his appointment as commissioner, Mr. Gilmer served eleven terms in the Michigan House of Representatives.
Biography

Don Gilmer, Commissioner
Bureau of State Lottery

Don Gilmer, of Augusta, was appointed as the sixth Commissioner of the Michigan Bureau of State Lottery by Governor John Engler, effective January 15, 1999.

Gilmer served as a state representative in the Michigan House, representing part of Calhoun county and the eastern half of Kalamazoo county.

Gilmer served as the Chairman of the House Appropriations Committee from 1993 – 1996. In addition to serving on the Appropriations Committee, Gilmer also served as the Minority Vice-Chair of the Higher Education and Consumer and Industry Services Subcommittees.

While serving his 11 terms in the House of Representatives, Gilmer gained considerable experience with regard to Michigan education issues. He served as a member of the Department of Education's Michigan School Finance Commission, the House of Representatives Ad Hoc Special Committee on Property Tax and School Finance and the House Republican Task Force on Property Tax and School Reform.

Gilmer attended Michigan State University and Western Michigan University from 1963 to 1965 and was a Kellogg Fellow at Michigan State University from 1968 to 1971. He is a graduate of Kellogg High School in Hickory Corners.

He is married to Lynn Weimeister and has three children – Laura, Steve and Jason.

###

I/reference/Don Gilmer Bio.doc
GRANT REPORT

It is recommended that the grant report for November and December 2000 be approved.

(Tab ASA-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab ASA-3)
TRANSFER OF MAJOR

It is recommended that the Board of Trustees approve the transfer of the journalism major from the English Department to the Communications Department, effective July 1, 2001.

(Tab ASA-4)
DEPARTMENT SEPARATION

It is recommended that the Board of Trustees approve the separation of the Department of Mathematics and Statistics, effective July 1, 2001.

(Tab ASA-5)
DEPARTMENT TRANSFER

It is recommended that the Board of Trustees approve the transfer of the Department of Computer Science from the College of Arts and Sciences to the College of Engineering and Applied Sciences, effective July 1, 2001.

(Tab ASA-6)
GIFT REPORT

It is recommended that the gift report for November 2000 be approved.

(Tab BF-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab BF-3)
RATIFICATION OF WMU/MSEA CONTRACT - ROLL CALL

It is recommended that the administration be authorized to implement the 2000-2004 agreement with the MSEA (Michigan State Employees Association).

(Tab BF-4)
APPOINTMENT OF EXTERNAL AUDITOR

It is recommended that the Board of Trustees approve the appointment of Plante & Moran as external auditor for the financial audit of the year ending June 30, 2001, with the intention that the engagement will be a minimum of five years, subject to annual review by both the University and the public accounting firm.

(Tab BF-5)
EASEMENT AGREEMENT - ARBORETUM APARTMENTS - ROLL CALL

It is recommended that the administration be authorized to enter into the appropriate easement agreement (as requested by Consumers Energy for underground electric and gas facilities) and to execute all necessary documents to grant such an easement.

(Tab BF-7)
RESOLUTION RE REFUNDING 1991B SERIES GENERAL REVENUE BONDS

It is recommended that the resolution be approved, authorizing the issuance of refunding bonds for the Series 1991B General Revenue Bonds and the 1999 Note and providing for other matters relating thereto.

(Tab BF-6)
EASEMENT AGREEMENT - GRAND RAPIDS REGIONAL CENTER ROADWAY - ROLL CALL

It is recommended that the administration be authorized to enter into Amendment 1 to Easement Agreement (enabling the realignment of University Drive and Claystone intersection at the Grand Rapids Regional Center) and to execute the necessary documents to grant such an easement.

(Tab BF-B)
Western Michigan University
Board of Trustees Meeting

REMARKS BY THE PROVOST

Agenda Item No. 10
January 19, 2001
EXECUTIVE SESSION - ROLL CALL
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
Academic and Student Affairs Committee
Friday, January 19, 2001
Room 204, Bernhard Center
1:15 p.m.

AGENDA

Trustee Krause, Chair
Trustee Chormann
Trustee Haworth
Trustee Franklin (ex officio)
President Floyd (ex officio)

I. ACTION ITEMS
1. Approval of the Minutes of the December 8, 2000 Committee Meeting
   Krause
2. Grant Report
   Evans
3. Personnel Report
   Dobney/Powell
4. Transfer of Major
   Dobney
5. Department Separation
   Dobney
6. Department Transfer
   Dobney
Western Michigan University
Board of Trustees
Academic and Student Affairs Committee

APPROVAL OF THE MINUTES OF THE DECEMBER 8, 2000 COMMITTEE MEETING
Grant Report - Dr. Eileen Evans, Associate Dean, The Graduate College

Background

The grant report for the month of November and December 2000 indicates a total of $2,947,780.98 in externally funded awards. Of the total, November awards amounted to $737,560.22 or 25 percent and December awards amounted to $2,210,220.76 or 75 percent. The year-to-date total is $8,161,778.03.

November and December 2000

Awards by Category

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>150,564.00</td>
</tr>
<tr>
<td>Research</td>
<td>1,910,659.98</td>
</tr>
<tr>
<td>Public Service</td>
<td>426,450.00</td>
</tr>
<tr>
<td>Academic Support</td>
<td>224,285.00</td>
</tr>
<tr>
<td>Student Services</td>
<td>0.00</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>0.00</td>
</tr>
<tr>
<td>Operations and Maintenance of Plant</td>
<td>0.00</td>
</tr>
<tr>
<td>Scholarships and Fellowships</td>
<td>235,822.00</td>
</tr>
<tr>
<td><strong>Total for November and December 2000</strong></td>
<td><strong>$2,947,780.98</strong></td>
</tr>
</tbody>
</table>

Notable awards for this period were from the National Science Foundation, U.S. Department of Health and Human Services, U.S. Department of Education, Michigan Department of Education, Corporation for Public Broadcasting, DaimlerChrysler, and Singapore MBA Program.

Recommended Motion

It is recommended that the grant report for November and December 2000 be approved.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Instruction</strong></td>
<td></td>
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</tr>
<tr>
<td>To provide funding for the Singapore MBA Program (New)</td>
<td>Singapore MBA Program</td>
<td>Ms. Cathleen Fuller</td>
<td>$96,600.00</td>
<td>12/22/2000</td>
</tr>
<tr>
<td>To provide funding for Sunway College/WMU Twinning Program (New)</td>
<td>Sunway College</td>
<td>Ms. Cathleen Fuller</td>
<td>$35,214.00</td>
<td>12/22/2000</td>
</tr>
<tr>
<td>To provide funding for the Christ College/WMU Twinning Program (New)</td>
<td>Christ College</td>
<td>Ms. Cathleen Fuller</td>
<td>$18,750.00</td>
<td>12/22/2000</td>
</tr>
<tr>
<td><strong>TOTAL INSTRUCTION</strong></td>
<td></td>
<td></td>
<td><strong>$150,564.00</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Research</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>To support the Midwest Educational Reform Consortium, a collaborative</td>
<td>U.S. Department of Education</td>
<td>Dr. Joseph Kretovics</td>
<td>$1,024,621.00</td>
<td>12/8/2000</td>
</tr>
<tr>
<td>partnership designed to restructure public schools and to reform teacher</td>
<td></td>
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<tr>
<td>preparation to improve academic achievement in all students (New)</td>
<td></td>
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</tr>
<tr>
<td>To conduct a series of acoustic analyses and speech recognition experiments</td>
<td>U.S. Department of Health and Human</td>
<td>Dr. James Hillenbrand</td>
<td>$310,068.00</td>
<td>12/22/2000</td>
</tr>
<tr>
<td>designed to improve understanding of the perceptual mechanisms underlying</td>
<td>Services</td>
<td></td>
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<tr>
<td>phonetic recognition (Continuation)</td>
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<tr>
<td>DESCRIPTION</td>
<td>SPONSOR</td>
<td>DIRECTOR</td>
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<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>To conduct an experimental and computational analysis of heat transfer in automotive engine cooling systems in order to better understand the factors affecting heat transfer performance, and to develop improved guidelines for the design of cooling systems (New)</td>
<td>DaimlerChrysler</td>
<td>Dr. Ho Sung Lee Mechanical and Aeronautical Engineering</td>
<td>$89,176.00</td>
<td>11/27/2000</td>
</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of paper science engineering in association with industry (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science and Engineering</td>
<td>$85,512.25</td>
<td>11/30/2000</td>
</tr>
<tr>
<td>To aid Michigan school districts in the implementation of &quot;inclusion&quot; philosophy in K-12 science classrooms through the development of three professional development training modules (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. Alonzo Hannaford Dr. Phillip Larsen Dean's Office, College of Education</td>
<td>$74,000.00</td>
<td>11/28/2000</td>
</tr>
<tr>
<td>To advance understanding of transition metal excited state behavior and improve the relevance, scope, and quality of laboratory instruction (Supplemental)</td>
<td>National Science Foundation</td>
<td>Dr. Marc Perkovic Chemistry</td>
<td>$70,000.00</td>
<td>12/1/2000</td>
</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of paper science engineering in association with industry (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science and Engineering</td>
<td>$64,411.74</td>
<td>12/31/2000</td>
</tr>
<tr>
<td>To develop a robust numerical scheme to simulate the unsteady turbulent flow around a hypersonic vehicle (New)</td>
<td>Sandia National Laboratories</td>
<td>Dr. William Liou Mechanical and Aeronautical Engineering</td>
<td>$60,000.00</td>
<td>11/27/2000</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>SPONSOR</td>
<td>DIRECTOR</td>
<td>AMOUNT</td>
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<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Research</td>
<td></td>
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</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science</td>
<td>$33,113.97</td>
<td>11/30/2000</td>
</tr>
<tr>
<td>printing, papermaking, and inks in association with industry (Supplemental)</td>
<td></td>
<td>and Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To increase efficiency of synthetic polymers by using borax in a dual</td>
<td>U.S. Borax Inc.</td>
<td>Dr. Dewei Qi Paper and Printing Science and</td>
<td>$30,000.00</td>
<td>11/7/2000</td>
</tr>
<tr>
<td>polymer system (New)</td>
<td></td>
<td>Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To examine the modulation of the L-type calcium channel in catfish cone</td>
<td>U.S. Department of Health and</td>
<td>Dr. Cindy Linn Biological Sciences</td>
<td>$24,333.00</td>
<td>12/22/2000</td>
</tr>
<tr>
<td>horizontal cells by second messenger systems in an effort to better</td>
<td>Human Services</td>
<td></td>
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<tr>
<td>understand the role that calcium plays in information processing through</td>
<td></td>
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<tr>
<td>the retina (New)</td>
<td></td>
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</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science</td>
<td>$16,863.27</td>
<td>12/31/2000</td>
</tr>
<tr>
<td>printing, papermaking, and inks in association with industry (Supplemental)</td>
<td></td>
<td>and Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To perform research and testing in paper coating technology (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Margaret Joyce Paper and Printing Science</td>
<td>$10,200.00</td>
<td>12/31/2000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>and Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To conduct a needs assessment of low income residents through data</td>
<td>County of Kalamazoo</td>
<td>Ms. Lyndell Bleyer Community Information</td>
<td>$8,250.00</td>
<td>12/12/2000</td>
</tr>
<tr>
<td>acquisition, a survey, and focus groups (New)</td>
<td></td>
<td>System</td>
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<tr>
<td>DESCRIPTION</td>
<td>SPONSOR</td>
<td>DIRECTOR</td>
<td>AMOUNT</td>
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<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Research</td>
<td>In One Accord</td>
<td>Dr. Katherine Matas School of Nursing</td>
<td>$5,856.00</td>
<td>12/22/2000</td>
</tr>
<tr>
<td>To conduct community assessments and needs surveys within faith communities in order to develop a partnership for health promotion in Battle Creek (New)</td>
<td>Creative Publications, Inc.</td>
<td>Dr. Robert Laing Dr. Ruth Ann Meyer Mathematics and Statistics</td>
<td>$3,400.00</td>
<td>11/30/2000</td>
</tr>
<tr>
<td>To provide training to prepare mathematics curriculum reform specialists as a follow-up to the 1999-2000 Eisenhower mathematics education reform grant (New)</td>
<td>Michigan Department of Natural Resources</td>
<td>Dr. Jose Brandao History</td>
<td>$500.00</td>
<td>12/14/2000</td>
</tr>
<tr>
<td>To assist in translating French language documents related to Michilimackinac during the seventeenth and eighteenth centuries (New)</td>
<td>Engelhard Corporation</td>
<td>Dr. Margaret Joyce Dr. John Cameron Paper and Printing Science and Engineering</td>
<td>$354.75</td>
<td>12/6/2000</td>
</tr>
<tr>
<td>To study modified clays to determine the relationship between coating structure and print quality for matte papers (Supplemental)</td>
<td>Corporation for Public Broadcasting</td>
<td>Mr. Floyd Pientka WMUK</td>
<td>$103,676.00</td>
<td>12/5/2000</td>
</tr>
<tr>
<td>Public Service</td>
<td>Michigan Department of Education</td>
<td>Dr. Robert Poel Science Studies</td>
<td>$75,000.00</td>
<td>11/30/2000</td>
</tr>
<tr>
<td>To augment the capability of CPB-supported public broadcast stations to expand the quality and scope of their services to the community (New)</td>
<td>Corporation for Public Broadcasting</td>
<td>Mr. Floyd Pientka WMUK</td>
<td>$103,676.00</td>
<td>12/5/2000</td>
</tr>
<tr>
<td>To recruit teachers in Southwest Michigan to participate in a professional development program designed to increase science content knowledge and promote use of an inquiry-based pedagogy (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. Robert Poel Science Studies</td>
<td>$75,000.00</td>
<td>11/30/2000</td>
</tr>
</tbody>
</table>

**TOTAL RESEARCH** $1,910,659.98
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
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<tbody>
<tr>
<td><strong>Public Service</strong></td>
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</tr>
<tr>
<td>To provide technical assistance in the form of improved management of processes including data collection and analyses; and strategic planning and access to appropriate intellectual and practical resources for the network of 32 mathematics and science centers in Michigan (Renewal)</td>
<td>Grand Valley State University</td>
<td>Dr. Deanna Draze Dr. Mark Jenness Science Studies</td>
<td>$66,135.00</td>
<td>11/30/2000</td>
</tr>
<tr>
<td>To augment the capability of CPB-supported public broadcast stations to expand the quality and scope of their services to the community (New)</td>
<td>Corporation for Public Broadcasting</td>
<td>Mr. Floyd Pientka WMUK</td>
<td>$39,326.00</td>
<td>12/7/2000</td>
</tr>
<tr>
<td>To provide technical assistance pertaining to the Allied Paper/Portage Creek/Kalamazoo River superfund site (New)</td>
<td>Kalamazoo River Watershed Council</td>
<td>Dr. Charles Ide Environmental Institute Dr. Jay Means Chemistry</td>
<td>$37,500.00</td>
<td>11/10/2000</td>
</tr>
<tr>
<td>To provide technical assistance to the project director and manager of the Plymouth-Canton Community Schools' project, Real Education Applications and Learning (REAL) (New)</td>
<td>Plymouth-Canton Community Schools</td>
<td>Dr. Pamela Zeller The Evaluation Center</td>
<td>$31,000.00</td>
<td>11/10/2000</td>
</tr>
<tr>
<td>To build a collaborative network of community service-learning partnerships for enhancing the quality of education and the quality of life for residents of Kalamazoo (New)</td>
<td>Kalamazoo Foundation</td>
<td>Dr. Wendy Winternute Service Learning Center</td>
<td>$30,000.00</td>
<td>11/10/2000</td>
</tr>
<tr>
<td>To publish a book designed to introduce readers to a holistic approach to finding personal peace, fulfillment, and healing (New)</td>
<td>The John E. Fetzer Institute, Inc.</td>
<td>Dr. Thomas Seiler Medieval Institute</td>
<td>$27,974.00</td>
<td>12/22/2000</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>SPONSOR</td>
<td>DIRECTOR</td>
<td>AMOUNT</td>
<td>DATE</td>
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<td>--------------------------------------------------------------</td>
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<tr>
<td><strong>Public Service</strong></td>
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</tr>
<tr>
<td>To develop materials and implement services for custodial</td>
<td>The Drake/Quinn Foundation</td>
<td>Dr. Linda Dannison</td>
<td>$10,000.00</td>
<td>12/11/2000</td>
</tr>
<tr>
<td>grandparents, their preschool aged grandchildren, and early</td>
<td></td>
<td>Family and Consumer Sciences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>childhood professionals in Kent County (New)</td>
<td></td>
<td>Dr. Andrea Smith</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To provide services to custodial grandparents, grandchildren,</td>
<td>Spectrum Health</td>
<td>Dr. Linda Dannison</td>
<td>$5,000.00</td>
<td>12/11/2000</td>
</tr>
<tr>
<td>and educators in Kent County (Supplemental)</td>
<td></td>
<td>Family and Consumer Sciences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To provide scoring services for authorized users of the</td>
<td>National Association of Secondary</td>
<td>Dr. Arlen Gullickson</td>
<td>$489.00</td>
<td>11/30/2000</td>
</tr>
<tr>
<td>School Principals school climate survey and satisfaction</td>
<td>School Principals</td>
<td>The Evaluation Center</td>
<td></td>
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<tr>
<td>survey (Supplemental)</td>
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</tr>
<tr>
<td>To provide scoring services for authorized users of the</td>
<td>National Association of Secondary</td>
<td>Dr. Arlen Gullickson</td>
<td>$350.00</td>
<td>12/31/2000</td>
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<tr>
<td>School Principals school climate survey and satisfaction</td>
<td>School Principals</td>
<td>The Evaluation Center</td>
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<tr>
<td>survey (Supplemental)</td>
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<tr>
<td><strong>TOTAL PUBLIC SERVICE</strong></td>
<td></td>
<td></td>
<td>$426,450.00</td>
<td></td>
</tr>
<tr>
<td><strong>Academic Support</strong></td>
<td></td>
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<tr>
<td>To provide support for a new architecture of &quot;Remote Wiring</td>
<td>National Science Foundation</td>
<td>Dr. Johnson Asumadu</td>
<td>$139,045.00</td>
<td>12/18/2000</td>
</tr>
<tr>
<td>and Measurement Laboratory (RwmLab)&quot;; this will allow the</td>
<td></td>
<td>Electrical and Computer Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>student to physically wire up the electrical and electronics</td>
<td></td>
<td>Dr. Ralph Tanner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>circuits and perform real measurements through internet</td>
<td></td>
<td>Industrial and Manufacturing Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>access (New)</td>
<td></td>
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<tr>
<td>DESCRIPTION</td>
<td>SPONSOR</td>
<td>DIRECTOR</td>
<td>AMOUNT</td>
<td>DATE</td>
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<tr>
<td><strong>Academic Support</strong></td>
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</tr>
<tr>
<td>To outline a model program of</td>
<td>Michigan Department of Education</td>
<td>Ms. Marilyn Duke</td>
<td>$85,240.00</td>
<td>12/6/2000</td>
</tr>
<tr>
<td>structured support and intervention that will increase the retention, transfer, and graduation rates of underrepresented African American, Hispanic, and American Indian students enrolling at Southwestern Michigan College (New)</td>
<td>Mr. Gregory Hilton</td>
<td>Academic Skills Center</td>
<td></td>
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<tr>
<td><strong>Scholarships and Fellowships</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>To provide doctoral fellowships to underrepresented doctoral students (New)</td>
<td>Michigan Department of Education</td>
<td>Ms. Griselda Daniel</td>
<td>$121,634.00</td>
<td>11/30/2000</td>
</tr>
<tr>
<td>The Graduate College</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>To introduce school children who are underrepresented in postsecondary education to the potential of a college education (New)</td>
<td>Michigan Department of Education</td>
<td>Mr. Donyll Lewis</td>
<td>$113,588.00</td>
<td>12/8/2000</td>
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<tr>
<td>Division of Minority Affairs</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>To support the creation of a bibliography and a database on environmental assessments of college campuses (New)</td>
<td>National Wildlife Federation</td>
<td>Dr. Harold Glasser</td>
<td>$600.00</td>
<td>11/10/2000</td>
</tr>
<tr>
<td>Environmental Studies Program</td>
<td></td>
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</tbody>
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**TOTAL ACADEMIC SUPPORT** $224,285.00

**TOTAL SCHOLARSHIPS AND FELLOWSHIPS** $235,822.00

**TOTAL GRANTS AWARDED** $2,947,780.98
PERSONNEL REPORT

Administrative Appointment
Thomas Gossman, Ombudsman, University Ombudsman Office, effective May 1, 2001.

Appointments - Term
William Argo, Instructor, Department of Teaching, Learning and Leadership, effective December 11, 2000 through August 6, 2002.

Morna McDermott, Instructor, Department of Teaching, Learning and Leadership, effective December 11, 2000 through August 6, 2002.

Ronald Prange, Instructor, Department of Finance and Commercial Law, effective December 11, 2000 through April 15, 2002.

Jean Treacy, Instructor, Department of Teaching, Learning and Leadership, effective December 11, 2000 through August 6, 2002.

Reappointments - Adjunct
Paul Daniels, Adjunct Assistant Professor, Department of Geosciences, effective February 1, 2001 through January 31, 2004.

Jack Gray, Adjunct Professor, Department of Finance and Commercial Law, effective February 1, 2001 through January 31, 2004.

Michael Mueller, Adjunct Professor, Department of Finance and Commercial Law, effective February 1, 2001 through January 31, 2004.

Jay Shoemaker, Adjunct Assistant Professor, Department of Industrial and Manufacturing Engineering, effective February 1, 2001 through January 31, 2004.

Hayden Smith, Adjunct Assistant Professor, Department of Industrial and Manufacturing Engineering, effective February 1, 2001 through January 31, 2004.

Jeroen Wagendorp, Adjunct Associate Professor, Department of Geography, effective February 1, 2001 through January 31, 2004.
Appointments - Adjunct
Louis Adler, Adjunct Professor, Department of Paper and Printing Science and Engineering, effective February 1, 2001 through January 31, 2004.

Angela Janik, Adjunct Assistant Professor, WMU Bronson School of Nursing, effective February 1, 2001 through January 31, 2004.

Thomas O’Brien, Adjunct Assistant Professor, Department of Industrial and Manufacturing Engineering, effective February 1, 2001 through January 31, 2004.

Matthew Wolff, Adjunct Professor, Department of Finance and Commercial Law, effective February 1, 2001 through January 31, 2004.

Appointments - Academic Career Specialist

Kathleen Young, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective December 11, 2000.

Sabbatical Leave
Rozanne Elder, Department of History

NON-ACADEMIC

Appointment
John Coons, Interim Director, University Counseling and Testing Center, effective August 28, 2000.

Retirement
Mary VandenBerg, Medical Office Assistant, Sindecuse Health Center, effective December 31, 2000.
Western Michigan University
Board of Trustees
Academic and Student Affairs Committee

Agenda Item No. 4
January 19, 2001

Transfer of Major

Background

The Department of English wishes to transfer its current Journalism major and minor, intact, to the Department of Communication. Both departments have considered the proposal and have voted in favor of it.

The proposal will cause no changes for enrolled students, beyond the location of the home department. The three full-time members of the Journalism faculty would move from English to Communications. Current resources will switch from one department to the other.

Recommended Motion

It is recommended that the Board of Trustees approve the transfer of the journalism major from the English Department to the Communications Department effective July 1, 2001.
Department Separation

Background

The separation of the Department of Mathematics and Statistics is typical at universities of our size, especially when the work in Mathematics and Statistics is as comprehensive and complex as it is at WMU. Separation would allow each unit to develop a distinct identity appropriate to its specific mission.

There are no changes to the graduation requirements for any program and no changes to course offerings.

The resources necessary to accomplish this change are primarily provided by dividing the new budget resources of the current Department of Mathematics and Statistics proportionately between the two new departments.

Recommended Motion

It is recommended that the Board of Trustees approve the separation of the Department of Mathematics and Statistics effective July 1, 2001.
Western Michigan University
Board of Trustees
Academic and Student Affairs Committee

Department Transfer

Background

The faculty in the department and the deans of the two colleges agree that the Department of Computer Science majors, minors, and graduate programs more appropriately fall into the purview of the College of Engineering and Applied Sciences than in the College of Arts & Sciences.

There will be no effect on departments or colleges other than Arts & Sciences and Engineering and Applied Sciences. The Department of Computer Science will continue to honor commitments for courses used by other departments throughout the university.

There are no changes in major, minor, or graduate program requirements. As a result, there is no expected effect on demand.

The deans of the two colleges have agreed to the budget transfers necessary to make this change. The Computer Science Department will remain in its present location pending an eventual move to the new facilities upon completion of the planned construction.

Recommended Motion

It is recommended that the Board of Trustees approve the transfer of the Department of Computer Science from the College of Arts & Sciences to the College of Engineering and Applied Sciences effective July 1, 2001.
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
Budget and Finance Committee
Friday, January 19, 2001
Room 204, Bernhard Center
1:30 p.m.

AGENDA

Trustee Klohs, Chair
Trustee St. John
Trustee Waddles
Trustee Franklin (ex officio)
President Floyd (ex officio)

I. ACTION ITEMS

1. Approval of the Minutes of the December 8, 2000 Committee Meeting Klohs
2. Gift Report Bender
3. Personnel Report Beam
4. Ratification of WMU/MSEA Contract Beam
5. Appointment of External Auditor Beam
7. Easement Agreement - Arboretum Apartments Beam
8. Easement Agreement - Grand Rapids Regional Center Roadway Beam

II. INFORMATIONAL ITEMS

9. Fixed Rate Swap Beam
10. Operating Cash Accounts Report Beam
11. Annuity and Life Income Funds Report Beam
APPROVAL OF THE MINUTES OF THE DECEMBER 8, 2000 COMMITTEE MEETING
GIFT REPORT

Background

This report includes activity for the month of November. Current and deferred cash gifts for November were $532,980. The year-to-date total for the current fiscal year is $4,768,482. This represents an increase of $463,513 over last fiscal year. Information regarding major gifts is provided.

Recommended Motion

It is recommended that this gift report including activity for November be approved.
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

WMUF CASH GIFTS:
- Alumni
- Individual Friends
- Corporations/Foundations/Other Orgns
- Estate Gifts

**CURRENT CASH GIFTS**

<table>
<thead>
<tr>
<th></th>
<th>November 2000</th>
<th>November 1999</th>
<th>Over [Under]</th>
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<tr>
<td>Alumni</td>
<td>$137,174</td>
<td>$156,277</td>
<td>$(22,103)</td>
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<tr>
<td>Individual Friends</td>
<td>$98,964</td>
<td>$66,651</td>
<td>$3,313</td>
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<tr>
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<td>$187,448</td>
<td>$23,679</td>
<td>$163,769</td>
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<tr>
<td>Estate Gifts</td>
<td>$30,405</td>
<td>$100,000</td>
<td>$(69,595)</td>
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**DEFERRED GIFTS:** Charitable remainder trusts and annuities (shown at fair market value)

- Net present value as of date of gift
  - FY 2000: $33,251
  - FY 2001: $82,812

**SUBTOTAL—CURRENT CASH & DEFERRED GIFTS**

|          | $532,980      | $475,615      | $57,365      |

**NON-CASH GIFTS:**

|          | $640,765      | $501,927      | $138,828     |

**SUBTOTAL—GIFTS RECEIVED BY WMU FOUNDATION**

|          | $5,553,112    | $4,863,671    | $689,441     |

PAPER TECHNOLOGY FOUNDATION

- Cash Gifts
- Non-Cash Gifts

**SUBTOTAL—GIFTS RECEIVED BY PAPER TECH. FDN.**

|          | $109,043      | $351,150      | $(242,107)   |

**TOTAL GIFTS**

|          | $749,798      | $853,077      | $(103,279)   |

<table>
<thead>
<tr>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over [Under]</th>
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<td>$546,970</td>
<td>$483,047</td>
<td>$63,923</td>
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<td>582,906</td>
<td>439,615</td>
<td>143,291</td>
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<td>2,267,931</td>
<td>2,144,070</td>
<td>123,861</td>
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<td>1,227,636</td>
<td>1,132,169</td>
<td>95,467</td>
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<td>$4,625,493</td>
<td>$4,198,991</td>
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<th>78,989</th>
<th>96,068</th>
<th>$(17,079)</th>
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<td>142,989</td>
<td>105,958</td>
<td>36,031</td>
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<th>532,980</th>
<th>$475,615</th>
<th>57,365</th>
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<td>4,765,482</td>
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<td>794,630</td>
<td>558,702</td>
<td>235,928</td>
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<td>5,553,112</td>
<td>$4,863,671</td>
<td>689,441</td>
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<th>109,043</th>
<th>$351,150</th>
<th>$(242,107)</th>
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<td></td>
<td>218,378</td>
<td>48,700</td>
<td>169,678</td>
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<tr>
<td></td>
<td>406,895</td>
<td>$(183,517)</td>
<td>223,378</td>
</tr>
<tr>
<td></td>
<td>267,078</td>
<td>406,895</td>
<td>$(139,817)</td>
</tr>
</tbody>
</table>

|       | $749,798  | $853,077  | $(103,279) | $5,820,180 | $5,270,566 | $549,624 |
GIFTS & PLEDGES $10,000 AND OVER
November 2000

Cash Gifts November:

Marguerite J. Beilfuss Estate $53,154 Beilfuss Scholarship Fund Final Distribution

Mr. and Mrs. John Wattles 10,000 Donald "J" Seelye Athletic Center

New Pledges November:

Mr. Robert J. Bobb $250,000 The Robert J. Bobb Professorship in Finance and Commercial Law

Dr. Bernadine Carlson-Carmichael 32,000 The Bernadine Carlson-Carmichael Medallion Scholarship

Anonymous Donor 30,000 Student & Faculty Enrichment Endowment for Music Theatre

Dr. Joyce R. Zastrow 10,000 Joyce R. Zastrow Vocal Music Scholarship

*Paper Technology Foundation, Inc. gifts.
Personnel Report

Retirements

Carol Converse, First Cook, Davis Dining Services, effective February 1, 2001.


Katherine McLain, Second Cook, Bernhard Center Dining Services, effective March 1, 2001.
RATIFICATION OF WMU/MSEA Contract

Background

On Thursday, December 7, 2000, Western Michigan University and the Michigan State Employees Association (MSEA) reached tentative agreement on a four-year labor contract. This tentative agreement was ratified by the membership on Monday, December 11, 2000.

Highlights of this agreement include several provisions that will enhance operating efficiency at the University's Power Plant. Namely, the University and MSEA agreed upon a new, more-flexible organizational structure which emphasizes cross-training and reduces the number of job classifications from seven to three. This new structure will allow the University to operate the Power Plant with fourteen staff members, as opposed to the current nineteen, by the end of fiscal year 2004-2005. If feasible, the staff reductions will be achieved by attrition or transfers to other University positions over the next four years.

The economic package include a 2% lump sum bonus in the first year of the agreement, a 2.5% across the board increase in the second and third years, and a 3% across the board increase in the fourth year.

Recommended Motion

It is recommended that the administration be authorized to implement the 2000-2004 agreement with the Michigan State Employees Association.
RECOMMENDATION re APPOINTMENT OF EXTERNAL AUDITOR

Background

The Board appoints external auditors on an annual basis, with an understanding that there will normally be a minimum engagement of five years. As has been our practice, we have annually appointed Deloitte & Touche for the last three audit cycles. This year we are recommending that the audit firm be changed for our annual financial audit of the fiscal year which ends June 30, 2001.

The University began the external auditor selection process by soliciting proposals from six firms that service the Southwest Michigan region. Of the six firms solicited for proposal, three were national firms and there were regional firms. Two firms elected to submit proposals to the University, which detailed the services provided, qualifications and identities of assigned staff as well as estimates of hours and fees. Proposals were submitted from Andrews Hooper & Pavlik P.L.C. and Plante & Moran, LLP. The proposals were comparable regarding the estimated hours and fees, with both under the existing fee paid to Deloitte & Touche.

Both firms are high quality regional firms with experience and knowledge in public higher education institutions. Andrews Hooper & Pavlik, P.L.C. currently services Central Michigan University, Oakland University, Saginaw Valley State University and Northern Michigan University. Plante & Moran currently services Ferris State University, Grand Valley State University, Lake Michigan College and various community colleges.

After a review of the proposals and presentations by each firm, the administration recommends that Plante & Moran be appointed as the external auditor for the University for the fiscal year ending June 30, 2001. This recommendation is based on the quality of the professionals from Plante & Moran assigned to the University audit as well as the long relationship the University has enjoyed with Plante & Moran through exemplary previous audit services for seven years, and their high commitment to both the University and community.

Recommended Motion

It is recommended that the Board approve the appointment of Plante & Moran as external auditor for the financial audit of the fiscal year ending June 30, 2001. It is our intention that the engagement will be a minimum of five years subject to annual review by both the University and public accounting firm.
Western Michigan University
Board of Trustees
Budget and Finance Committee

RESOLUTION re REFUNDING 1991B SERIES GENERAL REVENUE BONDS

Background

In 1991, the University issued two series of General Revenue Bonds. Series A was issued to refund existing debt at a lower interest rate. Series B was issued as new money to provide for specific capital projects. Since the Series 1991B Bonds were issued for new money, they are eligible to be refunded. The par amount of outstanding Series 1991B Bonds is $18,450,000. In 1999, the University executed a note agreement for $4,750,000 that bears a variable interest rate derived from the base lending rate (prime).

These are the only outstanding University obligations that are candidates for refunding. Given the significant interest rate rally, we have been monitoring the savings levels that could be realized from a refinancing of the Series of 1991B Bonds and 1999 Note. The market rates have already reached levels, which makes a refunding of these obligations very attractive.

At this time we are asking for Board approval to secure our ability to have the President and the Vice President for Business and Finance be authorized to engage in the execution of the refunding. By seeking this approval, the University will be positioned to respond to the market and capture the savings.

Recommended Motion

It is recommended that the Board approve the attached Resolution authorizing the issuance of refunding bonds for the Series 1991B General Revenue Bonds and the 1999 Note, and providing for other matters relating thereto.
BOND AUTHORIZING RESOLUTION

BOARD OF TRUSTEES

OF

WESTERN MICHIGAN UNIVERSITY

GENERAL REVENUE REFUNDING BONDS, SERIES 2001
RESOLUTION OF BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY AUTHORIZING THE ISSUANCE AND DELIVERY OF GENERAL REVENUE REFUNDING BONDS, SERIES 2001 AND PROVIDING FOR OTHER MATTERS RELATING THERETO

WHEREAS, the Board of Trustees of Western Michigan University (the "Board") is a body corporate created by and existing under the Constitution of the State of Michigan with full constitutional authority over and general supervision of Western Michigan University (the "University") and control and direction of all expenditures from the University's funds; and

WHEREAS, the Board has previously issued its General Revenue Bonds, Series 1991B (the "1991 Bonds") in the original principal amount of $21,340,000 and its 1999 General Revenue Note (the "1999 Note") in the original principal amount of $4,750,000 and

WHEREAS, the Board has determined it may be appropriate and in the best interest of the University to refund all or a portion of the 1991 Bonds and the 1999 Note, as shall be determined by an Authorized Officer (hereinafter defined); and

WHEREAS, in the exercise of its constitutional duties, and in order prudently to control and direct expenditures from the University’s funds, the Board has determined it is necessary and desirable to authorize the issuance and delivery of the Board’s General Revenue Refunding Bonds, Series 2001 (the "Bonds") in order to provide funds which, together with other available funds of the University, may be used to refund all or a portion of the 1991 Bonds and the 1999 Note and to pay costs related to the issuance of the Bonds and the refunding of the 1991 Bonds and the 1999 Note, including the costs of insurance premiums or other credit or liquidity facilities, if appropriate; and

- 2 -
WHEREAS, a trust agreement or indenture (the "Trust Indenture") must be entered into by and between the Board and a trustee (the "Trustee"), to be designated by an Authorized Officer, pursuant to which the Bonds will be issued and secured; and

WHEREAS, Lehman Brothers (the "Underwriter") has been selected as underwriter for the Bonds, and it is necessary to authorize the Authorized Officers to negotiate the sale of the Bonds with the Underwriter and to enter into a bond purchase agreement (the "Bond Purchase Agreement") and, if deemed appropriate, a Remarketing Agreement (the "Remarketing Agreement") or a Broker Dealer Agreement (the "Broker Dealer Agreement") with the Underwriter setting forth the terms and conditions upon which the Underwriter will agree to purchase the Bonds and the interest rates thereof and the purchase price therefor, and providing for the remarketing by the Underwriter of variable rate demand bonds or auction rate bonds, if any; and

WHEREAS, in order to be able to market the Bonds at the most opportune time, it is necessary for the Board to authorize the President and the Vice President for Business and Finance and Treasurer (each an "Authorized Officer"), or either of them, to designate the Trustee and to negotiate, execute and deliver on behalf of the Board, the Trust Indenture, the Bond Purchase Agreement, the Remarketing Agreement or Broker Dealer Agreement, and other related documents, to establish the specific terms of the Bonds and to accept the offer of the Underwriter to purchase the Bonds, all within the limitations set forth herein; and

WHEREAS, the refunding of the 1991 Bonds and the 1999 Note and the funding of all or a part of the costs thereof with the proceeds of the Bonds will serve proper and appropriate public purposes; and
WHEREAS, the Board has full power under its constitutional authority and supervision of the University, and control and direction of all expenditures from the University's funds, to refund the 1991 Bonds and the 1999 Note and to pay all or a part of the cost thereof by the issuance of the Bonds, and to support payment of the Bonds by a pledge of General Revenues (as shall be defined in the Trust Indenture in a manner generally consistent with the definition thereof included in the Trust Agreement securing the Board's General Revenue Bonds, Series 2000, subject to such changes as may be determined to be appropriate by an Authorized Officer):

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, AS FOLLOWS:

1. The Board hereby approves the refunding of all or a portion of the outstanding 1991 Bonds and the 1999 Note and authorizes the Authorized Officers, or either of them, to select the portion, if any, of the 1991 Bonds and the 1999 Note to be refunded (the portion to be so selected being herein called the "Refunded Obligations") and to arrange for the redemption or payment of the Refunded Obligations in whole or in part from the proceeds of the Bonds, and to fund, as appropriate, the remaining portion of the costs of the refunding from available funds of the University or other available funds.

2. The Board hereby authorizes the issuance, execution and delivery of the Bonds in one or more series to be designated GENERAL REVENUE REFUNDING BONDS, SERIES 2001 with appropriate additional or alternative series designations, if any, in the aggregate original principal amount to be established by an Authorized Officer, but not to exceed the principal amount necessary to produce proceeds of Twenty Five Million Dollars ($25,000,000), to be dated as of the date or dates established by an Authorized Officer, for the purpose of providing funds which, together with other available funds, will be used to refund the Refunded
Obligations, and to pay costs incidental to the issuance of the Bonds and the refunding, including the costs of bond insurance premiums or other credit or liquidity facilities, if appropriate. The Bonds shall be serial Bonds or term Bonds, or both, which may be subject to redemption requirements, as shall be established by an Authorized Officer, but the first maturity shall be no earlier than July 1, 2001 and the last maturity shall be no later than December 31, 2025. The Bonds may bear no interest or may bear interest at stated fixed rates for the respective maturities thereof as shall be established by an Authorized Officer, but the highest yield (computed using the stated coupon and the stated original offering price) for any maturity shall not exceed 6.75% per annum, and the Bonds may be issued in whole or in part as capital appreciation bonds, which for their term or any part thereof bear no interest but appreciate in principal amount over time at compounded rates (not in excess of 6.75% per annum) to be determined by an Authorized Officer. Alternatively, all or part of the Bonds may bear interest at a variable rate of interest for all or a portion of their term, and the variable rate of interest shall not exceed the lesser of the maximum rate permitted by law or the maximum rate, if any, to be specified in the Trust Indenture. In addition, all or part of the Bonds may be issued in related series, one of which bears interest at a variable rate and one of which bears interest at a residual rate determined by subtracting the variable rate from the fixed rate paid by the Board, but the combined rate on such Bonds, taking the two related series together, which shall be determined by an Authorized Officer, shall not exceed 6.75% per annum. The Bonds may be subject to redemption or call for purchase prior to maturity at the times and prices and in the manner as shall be established by an Authorized Officer, but no redemption premium shall exceed 3% of the principal amount being redeemed. Interest on the Bonds shall be payable at such times as shall be specified by an Authorized Officer. The Bonds shall be issued in fully
registered form in denominations, shall be payable as to principal and interest in the manner, shall be subject to transfer and exchange, and shall be executed and authenticated, all as shall be provided in the Trust Indenture. The Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement for a price to be established by an Authorized Officer (but the Underwriter’s discount, exclusive of original issue discount, shall not exceed 0.55% of the principal amount thereof) plus accrued interest, if any, from the dated date of the Bonds to the date of delivery thereof.

In connection with the Bonds, either of the Authorized Officers may, on behalf of and as the act of the Board, from time to time enter into an interest rate swap, cap or similar agreement or agreements (collectively, the “Swap Agreement”) with a counter-party or counter-parties to be selected by the Authorized Officer. Such Swap Agreement shall provide for payments between the Board and the counter-party related to interest on all or a portion of the Bonds or to indexed or market established rates. The expected effective interest rates on the Bonds, taking into account the effect of the Swap Agreement, shall be within the limitations set forth herein.

Any or all of the Bonds may be made subject to tender for purchase at the option of the holder thereof. The obligation of the Board to purchase any Bonds subject to tender options may be made payable from available cash reserves of the University, subject to such limitations as may be specified in the Trust Indenture, or may be made payable from a letter of credit, line of credit or other liquidity device (the “Liquidity Device”), all as shall be determined by an Authorized Officer and provided for in the Trust Indenture. Any reimbursement obligation for draws under the Liquidity Device shall be a limited and not a general obligation of the Board, payable from and secured by a pledge of General Revenues. Either Authorized Officer is authorized to execute and deliver, for and on behalf of the Board, any agreements or instruments
necessary to obtain, maintain, renew or replace, and provide for repayments under, any Liquidity Device deemed by such officer to be required for the purposes of this Resolution. Purchase obligations shall not be considered as “principal and interest requirements” hereunder. In the alternative, any or all of the Bonds may be subject to rights on behalf of the holders thereof to tender their Bonds for purchase by the market through a Dutch auction procedure, subject to a specified maximum interest rate not in excess of the lesser of the maximum rate specified by law or the rate specified in the Trust Indenture.

3. The Bonds, and the obligations of the Board under the Swap Agreement and the Liquidity Device, if any or all is or are entered into as provided herein, shall be limited and not general obligations of the Board payable from and secured by a lien on General Revenues and moneys, securities or other investments from time to time on deposit in certain funds created pursuant to the Trust Indenture or agreements entered into in connection with the Swap Agreement or Liquidity Device. Except as otherwise determined by an Authorized Officer, as provided below, the lien shall be on a parity basis with the liens on General Revenues securing previously issued outstanding bonds and notes of the Board.

No recourse shall be had for the payment of the principal amount of or interest or premium on the Bonds, the Swap Agreement or the Liquidity Device, or any claim based thereon, against the State of Michigan, or any member or agent of the Board (including, without limitation, any officer or employee of the University), as individuals, either directly or indirectly, nor, except as provided in the Trust Indenture, Swap Agreement or Liquidity Device, or agreements related thereto, against the Board, nor shall the Bonds and interest with respect thereto, or the Swap Agreement or Liquidity Device become a lien on or be secured by any property, real, personal or mixed of the State of Michigan or the Board, other than General
Revenues and the moneys, securities or other investments from time to time on deposit in certain funds established as pledged pursuant to the Trust Indenture or agreements related to the Swap Agreement or Liquidity Device.

Notwithstanding anything herein to the contrary, any obligations of the Board under the Swap Agreement or any agreement with respect to the Liquidity Device may, if determined appropriate by an Authorized Officer, be payable and secured on a subordinated basis to the Bonds and other General Revenue obligations of the Board.

4. The right is reserved to issue additional bonds, notes or other obligations payable from and secured on a parity basis with the Bonds from the General Revenues, upon compliance with terms and conditions therefor as shall be set forth in the Trust Indenture.

5. The Authorized Officers, or either of them, are hereby authorized and directed, in the name and on behalf of the Board, and as its corporate act and deed, to select the Trustee and to negotiate, execute and deliver the Trust Indenture in such form as shall be not inconsistent herewith and as shall be approved by the General Counsel, and the Bond Purchase Agreement and Remarketing Agreement or Broker Dealer Agreement, if necessary, and an Escrow Deposit Agreement with an Escrow Agent to be selected by an Authorized Officer, with direction and authorization to the Escrow Agent or the Underwriter to purchase securities as necessary to accomplish the refunding, in the forms as an Authorized Officer may approve upon recommendation of the General Counsel, which approvals shall be conclusively evidenced by the execution of the Trust Indenture, the Bond Purchase Agreement, the Remarketing Agreement or Broker Dealer Agreement, and the Escrow Deposit Agreement, respectively, all within the limitations set forth herein.
6. The Authorized Officers are hereby authorized to cause the preparation of a Preliminary Official Statement and an Official Statement, and to deem such documents "final" in accordance with law. The Underwriter is authorized to circulate and use, in accordance with applicable law, the Preliminary Official Statement and the Official Statement in connection with the offering, marketing and sale of the Bonds.

7. Either the President or Vice President for Business and Finance and Treasurer is authorized and directed to execute the Bonds by manual or facsimile signature and, if deemed appropriate, to impress or imprint the University seal thereon, and either of the Authorized Officers is authorized to deliver the Bonds to the Underwriter upon payment of the purchase price therefor, determined pursuant to Section 2 hereof.

8. Each Authorized Officer and the Secretary of the Board (or any assistant secretary) and the General Counsel, or any Associate or Assistant General Counsel, and all other appropriate officers, or representatives of the Board or the University and each one of them, are authorized and directed to execute and deliver such certificates and other documents (including a Letter of Representations among the Board, the Trustee under the Trust Indenture and The Depository Trust Company and any agreements or other documents related to a dutch auction tender process) and to take such other action as may be necessary to effect the proper sale, execution and delivery of the Bonds, subject to and as may be required by the Bond Purchase Agreement, the Trust Indenture and this Bond Authorizing Resolution.

9. Either Authorized Officer is authorized to acquire a commitment or commitments for bond insurance for the Bonds, and if such insurance is deemed cost effective, to accept a commitment on behalf of the Board and to the cause the premium with respect thereto to be paid from Bond proceeds as part of the costs of issuance.
10. In accordance with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, the Board may be required in connection with the issuance of the Bonds to enter into a Disclosure Undertaking for the benefit of the holders and beneficial owners of the Bonds. Either Authorized Officer is authorized to cause to be prepared and to execute and deliver the Undertaking on behalf of the Board.

11. Following delivery of the Bonds, the Authorized Officers, or any one of them, are authorized to take any action or to evidence any action required or permitted to be taken by the Board under the Trust Indenture.

12. This Bond Authorizing Resolution shall be effective immediately upon adoption. All resolutions or parts of resolutions or other proceedings of the Board in conflict herewith are hereby repealed insofar as such conflict exists.
I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of Western Michigan University on January __, 2001, in accordance with all applicable laws, and that the minutes of the meeting at which the resolution was adopted were kept and will be or have been made available at the Office of the Secretary of the Board of Trustees of Western Michigan University.

I further certify as follows:

1. Present at the meeting were the following Board members:

   Absent from the meeting were the following Board members:

2. The following members of the Board voted for the adoption of the Resolution:

   The following members of the Board voted against adoption of the Resolution:

RESOLUTION DECLARED ADOPTED.

Secretary, Board of Trustees of Western Michigan University
Western Michigan University
Board of Trustees
Budget and Finance Committee

EASEMENT AGREEMENT - ARBORETUM APARTMENTS

Background

Consumers Energy has requested an easement covering the proposed route across University property for underground electric and gas facilities to the next phase of apartments on Emajean. The attached drawings show the proposed route and will be part of the easement as an exhibit.

Recommended Motion

It is recommended that the Board of Trustees authorize the administration to enter into the appropriate easement agreement and execute all necessary documents to grant such easement.
EASEMENT FOR ELECTRIC LINES AND GAS PIPELINES

Tax Code: 394445
W.O.#: 04982643

Parties: "Owner" is Western Michigan University, a Michigan Constitutional Body Corporate
Owner's address is 1903 West Michigan Avenue, Kalamazoo, 49008

"Consumers" is CONSUMERS ENERGY, a Michigan corporation. Consumers' address is 212 West Michigan Avenue, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for underground electric lines and gas pipelines on, under, and across a portion of "Owner's Land", called the "Easement Area". Owner's Land is in the City of Kalamazoo, County of Kalamazoo and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land is described in the attached Exhibit B. Consumers may attach additional lines running laterally from the main electric lines and pipelines to the Northerly, Easterly and Westerly edge(s) of Owner's Land, in which event the Easement Area shall include a 10-foot-wide strip of land, being _5_feet on each side of each such lateral line, as constructed on Owner's Land.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge underground electric lines and gas pipelines on the Easement Area. The underground electric lines may consist of underground cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, and other equipment for transmitting and distributing electrical energy and communications signals. The gas pipelines may consist of pipelines with valves, connections, and accessories for transmitting and distributing natural gas.

Trees and Other Vegetation: Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the electric lines or pipelines.

Buildings/Structures: Owner shall not: 1) locate any buildings, structures, septic systems, drain fields, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation within the Easement Area. If Owner violates this provision, Owner shall reimburse Consumers for expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating electric lines or in pipelines on Owners land, this easement shall automatically apply to such relocated line(s).

Successors: This easement shall bind and benefit Owner's and Consumers' heirs, successors, lessees, Licensees, and assigns.
Form 286D 5-98
Date: ____________________________

Witnesses: ________________________________________________

Owner: Western Michigan University

__________________________________________________________
Robert M. Beam, Treasurer

Acknowledgment

The foregoing instrument was acknowledged before me in ______________ County, Michigan, on __________, ______ by Western Michigan University, a Michigan Constitutional Body Corporate, Robert M. Beam, its Treasurer.

__________________________________________________________
Notary Public

County, Michigan

Acting in _______________ County
My Commission Expires: ________________

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

Prepared By:
Alan Poling
Consumers Energy Company
2500 East Cork Street
Kalamazoo, MI 49001

Form 286D 5-98
EXHIBIT A

Owner's Land

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 19, TOWN 2 SOUTH, RANGE 11 WEST, IN THE CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 19; THENCE SOUTH 89DEG 27MIN 45SEC EAST, 1307.00 FEET TO THE NORTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHWEST 1/4, AND THE PLACE OF BEGINNING; THENCE SOUTH 89DEG 28MIN 18SEC EAST, 1313.07 FEET TO THE CENTER OF SAID SECTION 19; THENCE SOUTH 00DEG 08MIN 20SEC WEST ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION, 662.10 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2; THENCE NORTH 89DEG 30MIN 05SEC WEST ALONG THE SOUTH LINE OF SAID NORTH 1/2, 1313.26 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH 00DEG 02MIN 22SEC EAST, 662.78 FEET TO THE PLACE OF BEGINNING.

EXHIBIT B

Easement Area

A ______10_____-foot-wide strip of land, as shown in the attached drawing being ______5____ feet on each side of each electric line and pipeline, as constructed on Owner's Land.
Background

The University has had recent discussions with B & A Development Real Estate Division, Inc. regarding the Grand Rapids Regional Center roadway. The attached document, Amendment No. 1 to Easement Agreement, describes the realignment of the road intersection at University Drive and Claystone. At this time, the administration is asking for authorization to execute the necessary easement agreement to enable the realignment of University Drive and Claystone intersection at the Grand Rapids Regional Center.

Recommended Motion

It is recommended that the Board of Trustees authorize the administration to enter into Amendment No. 1 to Easement Agreement and execute all necessary documents to grant such easement.
AMENDMENT NO. 1
TO
EASEMENT AGREEMENT

This Agreement (the “Agreement”) amends a certain Easement Agreement dated November 9, 1988 and recorded in Liber 2584 of Mortgages, Page 1337, Kent County Records (the “Original Easement Agreement”) and is made January __, 2001, by RAC Associates, LLC, a Michigan limited liability company, whose address is 4515 Roger B. Chaffee Drive SE, Kentwood, Michigan 49548 (“RAC”), Thunder Properties L.L.C., a Kentucky limited liability company, whose address is 304 Whittington Parkway, Suite 107, Louisville, Kentucky 40222 (“Thunder Properties”), and The Board of Control of Western Michigan University, a Michigan corporation, whose address is 2070 Administration Building, Kalamazoo, Michigan 49008 (“WMU”).

Statement of Facts

A. WMU is the owner of certain land in the City of Grand Rapids, Kent County, Michigan, described as (“Parcel I”):

That part of the NW 1/4, Section 11, T6N, R11W, City of Grand Rapids, Kent County, Michigan, described as: Commencing at the West 1/4 corner of Section 11; thence S87°20′40″E 771.54 feet along the South line of said NW 1/4 to the PLACE OF BEGINNING of this description; thence N2°39′20″E 250.0 feet; thence N86°41′19″E 448.54 feet to a point on the Westerly line of East Beltline Avenue; thence N89°56′11″E 10.0 feet; thence S00°03′49″E 297.44 feet along said Westerly line; thence N87°20′40″W 470.23 feet along the South line of said NW 1/4 to the place of beginning.

Less all that part of the foregoing premises lying northerly of the southerly boundary line of the following described premises:

That part of the NW 1/4, Section 11, T6N, R11W, City of Grand Rapids, Kent County, Michigan, described as: Commencing at the W 1/4 corner of Section 11; thence S87°20′40″E 1201.73 feet along the South line of said NW 1/4; thence...
N00°03'49"W 539.54 feet to a point on the Westerly line of East Beltline Avenue and
the PLACE OF BEGINNING of the centerline of a 40 foot wide strip of land; thence
S89°56'11"W 198.0 feet; thence Westerly 85.87 feet along a 120 foot radius curve to
the left, the chord of which bears S69°26'11"W 84.05 feet; thence S48°56'11"W
117.0 feet; thence Southerly 129.74 feet along a 100 foot radius curve to the left, the
chord of which bears S11°46'11"W 120.83 feet; thence S25°23'49"E 46.73 feet to the
place of ending of the centerline of said 40 foot wide strip of land.

C. Thunder Properties is also the owner of certain land in the City of Grand Rapids, Kent County,
Michigan, described as ("Parcel III"):

That part of the NW 1/4, Section 11, T6N, R11W, City of Grand Rapids, Kent
County, Michigan, described as: Commencing at the W 1/4 corner of Section 11;
thence S87°20'40"E 771.54 feet along the South line of said NW 1/4; thence
N00°03'49"W 539.54 feet to a point on the Westerly line of East Beltline Avenue and
the PLACE OF BEGINNING of the centerline of a 40 foot wide strip of land; thence
S89°56'11"W 198.0 feet; thence Westerly 85.87 feet along a 120 foot radius curve to
the left, the chord of which bears S69°26'11"W 84.05 feet; thence S48°56'11"W
117.0 feet; thence Southerly 129.74 feet along a 100 foot radius curve to the left, the
chord of which bears S11°46'11"W 120.83 feet; thence S25°23'49"E 46.73 feet to the
place of ending of the centerline of said 40 foot wide strip of land.

D. RAC is the owner of certain land in the City of Grand Rapids, Kent County, Michigan,
described as ("Revised Parcel IV"):

That part of the NW 1/4, Section 11, T6N, R11W, City of Grand Rapids, Kent
County, Michigan, described as: Commencing at the W 1/4 corner of Section 11;
thence S87°20'40"E 771.54 feet along the South line of said NW 1/4; thence
N02°39'20"E 250.00 feet; thence N24°16'10"W 331.63 feet; thence N02°39'20"E 120.00 feet the PLACE OF BEGINNING
of this description; thence N02°39'20"E 460.00 feet; thence S87°20'40"E 330.00 feet; thence
N02°39'20"E 150.00 feet; thence S87°20'40"E 189.77 feet along the centerline of Claystone
Street; thence S00°03'49"E 717.58 feet along the Westerly line of East Beltline Avenue;
thence S89°56'11"W 198.00 feet; thence Southwesterly 100.18 feet along a 140.00 foot
radius curve to the left, the chord of which bears S69°26'11"W 98.06 feet; thence
S48°56'11"W 29.84 feet; thence N51°40'00"W 300.82 feet to the place of beginning.

E. Taken together, RAC, Thunder Properties, and WMU comprise all of the parties in interest
to the Original Easement Agreement.

F. Section I of the Original Easement Agreement created a non-exclusive perpetual easement for
ingress and egress from Parcel I to the East Beltline over and across Parcel III (the "Existing Private Drive"
a/k/a "University Drive").

G. Section II of the Original Easement Agreement created a non-exclusive perpetual easement
for ingress and egress to Claystone Street, a public street, over and across Parcel IV (the "Future Private Drive" a/k/a "Drive #2").

H. Section IV of the Original Easement Agreement created certain easements for possession and
joint use, and other rights over and within Parcel II (the "Joint Use Rights").

I. The parties desire to modify certain of their respective rights and obligations as established
by the Original Easement Agreement.
Terms and Conditions

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, RAC and Thunder Properties and WMU make this Agreement.

1. Consent to Relocation of Drive #2. WMU and Thunder Properties each consent to the relocation of Drive #2 by RAC. The relocation shall result in a placement of the southerly and westerly edge of Drive #2 approximately 15 feet from the southerly and westerly boundary line of Revised Parcel IV. The relocation shall be constructed by RAC at its sole discretion and expense.

2. Storm Drainage Easement and Restatement of Drainage Rights. Thunder Properties hereby declares and grants to RAC and its successors and assigns, as an easement appurtenant to Revised Parcel IV, a non-exclusive, perpetual, private easement (the “Storm Drainage Easement”) for the construction, installation, maintenance, repair, replacement, reinstallation, operation and inspection of a storm sewer line(s) over, across and under Parcel II. The easement parcel is described as follows and is depicted on the attached exhibit:

That part of the NW 1/4, Section 11, T6N, R11W, City of Grand Rapids, Kent County, Michigan, described as: Commencing at the W 1/4 corner of Section 11; thence S87°20'40"E 771.54 feet along the South line of said NW 1/4; thence N02°39'20"E 250.00 feet; thence N86°41'19"E 448.56 feet; thence N00°03'49"W 48.06 feet along the Westerly line of East Beltline Avenue to the PLACE OF BEGINNING of this description; thence N87°20'40"W 50.06 feet; thence N00°03'49"W 213.57 feet; thence N89°56'11"E 20.00 feet; thence S00°03'49"E 55.00 feet along the Westerly line of East Beltline; thence N89°56'11"E 40.00 feet; thence S00°03'49"E 139.00 feet along said Westerly line; thence S89°56'11"W 10.00 feet; thence S00°03'49"E 21.94 feet to the place of beginning.

The construction shall be performed in accordance with all applicable laws, including, without limitation, the ordinances and regulations of the City of Grand Rapids. All construction shall be completed in a good, workmanlike, and expeditious manner and shall be performed free and clear of any and all construction liens. RAC shall defend, indemnify and hold harmless Thunder Properties from construction liens and claims of damages for personal injury or property during the construction. RAC shall not unreasonably impede the flow in the drainage ditch during the construction and shall restore the ditch to its condition existing prior to the construction. It may remove such trees as are reasonably necessary to install the sewer line, but it shall repair in a reasonable manner any other damage to the land.

RAC retains the right to continue natural surface drainage into the drainage easement held by the City of Grand Rapids and recorded in Liber 2073 of Mortgages, Page 300, Kent County Records, and to connect with the existing storm water drain located within that easement. RAC shall construct and maintain a detention basin on Revised Parcel IV in such a manner so as not to increase the risk (beyond the present risk) of flooding to Parcels I, II and III.

RAC shall be under no obligation to maintain the drainage stream or maintain, repair or replace any improvements within the Storm Drainage Easement, except storm sewer line(s) installed by RAC.

3. Release of Joint Use Rights. Except as restated by Paragraph 2 above, RAC releases all Joint Use Rights over and within Parcel II arising under the Original Easement Agreement.

4. Maintenance of University Drive and Drive #2. The driveway improvements located within University Drive and Drive #2 shall be maintained in the following manner:

a) Until such time as Thunder Properties or its successors or assigns commences development of Parcel II, RAC shall maintain, repair and replace the driveway improvements located within the easement, without reimbursement.

b) At such time as Thunder Properties or its successors or assigns commences development of Parcel II for any use or improvement other than the parking lots which currently exist, RAC and Thunder Properties shall maintain, repair and replace the driveway improvements located within the easement. The cost
of such maintenance, repair or replacement shall be apportioned pro rata between the owners of Revised Parcel IV and Parcel II based upon the ratio of the total square footage of the buildings erected on Revised Parcel IV and Parcel II to the total square footage of all buildings erected on the parcels combined. For example, if the building erected on Parcel II is 10,000 square feet and the buildings located on Revised Parcel IV contain 75,000 square feet in total, then the owner of Parcel II shall pay 10/85's of the cost and the owner of Revised Parcel IV shall pay 75/85's.

5. Rights and Remedies. If any owner of Parcel II or Revised Parcel IV or Parcel I fails to perform or commence to perform any obligation under this Agreement and such failure continues for ten (10) days (or shorter if necessity requires) following written notice specifying the default, the non-defaulting owner shall have the right (but not the obligation) to cure such default and take such action as may be necessary to do so including, without limitation, entering upon the land owned by the defaulting owner to effect such cure. If any sums are paid by the non-defaulting owner pursuant to this paragraph, the defaulting owner shall be liable to the non-defaulting owner for all sums expended by such non-defaulting owner in accordance with the provisions of this paragraph until such sums are repaid in full. In the event the defaulting owner fails to repay such sums to the non-defaulting owner when due, the non-defaulting owner shall be entitled, in addition to any other remedies that it may have, to enforce collection of such amount by a suit at law for money judgment. The expenses incurred in connection with collecting any unpaid amounts, including statutory interest, costs and reasonable attorneys' fees, shall also be chargeable to the defaulting owner.

6. Reservation and Assumption of Rights. Thunder reserves for itself and its successors and assigns the rights of ingress and egress across Drive #2. RAC, for itself and its successors and assigns, assumes and agrees to perform all of the obligations arising through that certain Declaration and Grant of Easement dated April 29, 1988 of record in Liber 2590, page 835.

7. Miscellaneous. Time is of the essence. Invalidation of any one of the provisions contained in this Agreement by judgment, court order or otherwise shall not invalidate or otherwise affect any other provisions in this Agreement, all of which shall remain in full force and effect. All notices, demands and requests required or permitted to be given by any party to the other shall be deemed given when personally delivered or mailed by certified mail, return receipt requested, to such other party at its address as specified in this Agreement or otherwise specified in writing. Whenever a transfer of ownership of any parcel occurs, liability of the transferor for the breach of any obligation under this Agreement occurring after the transfer shall automatically terminate. The rule of strict construction does not apply to the easements. The easement grants shall be given a reasonable construction so that the intention of the parties to confer usable rights of enjoyment on each other is carried out. If an easement is terminated by written agreement, the Agreement terminating the easement may, for convenience sake, run to "the owners and parties interested" in Revised Parcel IV, Parcel I, and Parcel II.

8. Scope. This Agreement is being entered into for the sole use and benefit of Parcel I, Parcel II, and Revised Parcel IV. This Agreement, and the rights under this Agreement, shall not be transferred or assigned by the parties, except appurtenant to the property owned by them. None of the rights contained in this Agreement may be conveyed or granted by any party to real estate other than Parcel I, Parcel II, and Revised Parcel IV.

9. Relationship of Parties. Nothing contained in this Agreement, nor any act of the parties, shall be deemed or construed by any party or by any third party to create the relationship of principal and agent, of partnership, of joint venture, of joint enterprise, or of any association between the parties hereto, nor shall anything contained in this Agreement or any act of the parties be construed to render any party liable for the debts or obligations of any other party.

10. Interpretation. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted the provision.

11. Waiver, Modification or Cancellation. Any waiver, alteration or modification of any of the provisions of this Agreement, or cancellation or replacement of this Agreement (in whole or in part), shall be effective only if in writing and signed by the parties to this Agreement.

12. Cumulative Remedies. All rights, remedies and recourse under this Agreement or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, are non-exclusive.
and the exercise of any one or more of them shall in no way limit or prejudice any other legal or equitable right, remedy or recourse to which any party may be entitled.

13. Construction. This Agreement shall be governed by and construed according to the laws of the State of Michigan.

14. Continuation. In all other respects, the Original Easement Agreement shall continue in full effect and without change.

15. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the rights granted and the obligations assumed. This Agreement may not be amended, except in writing and signed by all parties to this Agreement, their heirs, personal representatives, successors or assigns.

WITNESSES:

RAC:
RAC Associates, LLC

By: __________________________
    Its: Member

WITNESSES:

Thunder Properties:
Thunder Properties, L.L.C.

By: __________________________
    Its: Member

WITNESSES:

WMU:
The Board of Control of Western Michigan University

By: __________________________
    Its: __________________________
State of Michigan )
County of __________ )ss.

The foregoing instrument was acknowledged before me this ______ day of January, 2001, by __________ as Member of RAC Associates, LLC, a Michigan limited liability company, on behalf of the company.

Notary Public, ______________ County, Michigan
My Commission Expires: ________________

State of Michigan )
County of __________ )ss.

The foregoing instrument was acknowledged before me this ______ day of January, 2001, by __________ as Member of Thunder Properties, L.L.C., a Kentucky limited liability company, on behalf of the company.

Notary Public, ______________ County, Michigan
My Commission Expires: ________________

State of Michigan )
County of __________ )ss.

The foregoing instrument was acknowledged before me this ______ day of January, 2001, by __________ as __________ of The Board of Control of Western Michigan University, a Michigan corporation, on behalf of the corporation.

Notary Public, ______________ County, Michigan
My Commission Expires: ________________

Drafted by and after recording return to:
Ryan E. Lamb, Esq.
SIEBERS MOHNÉY, PLC
100 East 8th Street, Suite 240
Holland, MI 49423
(616) 394-9881
F:\Data\RAC-E Beltline\Amend No1 Rev3.eas
PROPOSED EASEMENT FOR DRAINAGE
BOUNDARY SURVEY
SURVEY LINE OF EAST BELTLINE AVE. (M-44, M-37)
Western Michigan University
Board of Trustees
Budget and Finance Committee

FIXED RATE SWAP

Background

On April 3, 2000, the Board authorized the issuance and delivery of General Revenue Bonds, Series 2000, and providing for other matters relating thereto. On June 6, the University issued variable rate bonds in the notional amount of $75,400,000 and a term of 30 years. The variable rate fluctuates every 35 days.

The resolution approved by the Board also authorized the execution of a swap in conjunction with this debt. Since early fall, we have been carefully monitoring the fixed rate swaps. As a result, the University entered into a swap with Lehman Brothers for $75,400,000 over a 30-year period. The fixed rate was 4.83% with fees of .25%, for an all-inclusive rate of 5.08%.

In effect, the University will now pay a fixed rate of 5.08% for 30 years and Lehman will be responsible for making the variable rate payments, whatever they may be. The 5.08% is historically a very low rate of interest to be paid by the University on outstanding debt.

Recommended Motion

This is an informational item requiring no specific action by the Board of Trustees.
Western Michigan University: Summary of Interest Rate Hedge Transaction on December 15, 2000

➢ Over the last few weeks, long term interest rates declined by approximately 30 basis points in response to Federal Reserve Chairman Greenspan's comments implying interest rate cuts in the near term as well as a conclusion to the Presidential election impasse.

➢ The University locked-in an historically attractive interest rate of 5.08% (base rate of 4.83% plus broker dealer fees of 0.25%) on its $75.4 mm General Revenue Bonds, Series 2000. The 20-year low for the Bond Buyer Revenue Bond Index, which is a market indicator for 30-year tax-exempt fixed rate bonds, is 5.09%.

➢ The equivalent bond yield on December 15th would have been 5.52% for the University (approximate yield of 5.40% plus 0.12% in estimated costs of issuance and bond insurance).

➢ The synthetic fixed rate provides that Lehman Brothers pays the actual floating rate on WMU's SAVRS. This can only be altered if major tax legislation is enacted and the short term high grade tax-exempt index (BMA) trades at 77% of LIBOR for six months.

➢ In order for BMA to consistently trade at 77% of LIBOR, the marginal corporate tax rate would need to decrease by approximately 42%\(^{(1)}\) – i.e., from almost 40% to about 25%.

➢ Lehman Brothers is providing upfront collateral to secure its obligations under the contract with “AAA” rated U.S. Treasuries and Agencies at 102% of the required collateral amount.

\(\text{(1) Assuming that BMA trades at } (1 - \text{ the highest marginal corporate tax rate})\)

LEHMANN BROTHERS
OPERATING CASH ACCOUNTS REPORT
ANNUITY AND LIFE INCOME FUNDS REPORT
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
REGULAR MEETING
WEDNESDAY, MAY 30, 2001
CONNABLE BOARD ROOM, BERNHARD CENTER
3:15 p.m.

AGENDA

I. PROCEDURAL ITEMS

1. Remarks by the Chair
2. Remarks by the President
3. Acceptance of the Agenda
4. Approval of the Minutes of the January 19, 2001 Annual Meeting

II. ACTION ITEMS

5. Recommendation re Trustee Emeriti George Franklin, Trustee Emerita Joan Krause and Trustee Emerita Lori Waddles
6. Authorization to Confer Degrees
7. Academic and Student Affairs Committee Recommendations
   a. Grant Report
   b. Personnel Report
   c. Curriculum Transfer and Change in Department Name
   d. Department Changes to Institute
8. Budget and Finance Committee Recommendations
   a. Gift Report
   b. Personnel Report
   c. Revised WMU Foundation Bylaws
   d. Transfer of Property
   e. Urban Cooperation Agreement
   f. Confirmation and Ratification of Business Technology and Research Park Real Estate Transactions
      1) Sale to Ridgewood Partners, L.L.C.
      2) Option to Ridgewood Partners, L.L.C.
      3) Sale to Glysan, L.L.C.
      4) Declaration of Restrictive Covenants
      5) Master Deed for BTR Park
      6) Utility Easements
      7) Dedication of Public Streets
      8) Parkview Widening
      9) Miscellaneous Ministerial Actions
g. Vehicle Registration Rates (to be tabled) BF-8
h. Continuing Education Tuition Rates (to be tabled) BF-9
i. Fall Semester 2001 Tuition Schedule (to be tabled) BF-10
j. Student Room and Board and Apartment Rental Rates for 2001/02 BF-11

III. INFORMATIONAL ITEM

9. Public Comments St. John

ROLL CALL IV. EXECUTIVE SESSION - Room 204 St. John
Western Michigan University
Board of Trustees Meeting

REMARKS BY THE CHAIR
ACCEPTANCE OF THE AGENDA
APPROVAL OF THE MINUTES OF THE JANUARY 19, 2001 ANNUAL MEETING
Western Michigan University  
Board of Trustees Meeting  

RECOMMENDATION RE TRUSTEE EMERITI GEORGE FRANKLIN, TRUSTEE EMERITA JOAN KRAUSE AND TRUSTEE EMERITA LORI WADDLES

It is recommended that the following resolutions be approved:

TRUSTEE EMERITI GEORGE FRANKLIN

WHEREAS, George A. Franklin has provided dedicated and faithful service to Western Michigan University and the people of Michigan as a member of the University's governing board since 1989; and

WHEREAS, he has served the Board of Trustees as chair, vice chair and committee chair with grace and wisdom and played a part in the presidential search process that resulted in the 1998 appointment of Dr. Elson S. Floyd as the University's sixth president, all the while bringing to those tasks his keen analytical mind, infectious sense of enthusiasm and remarkable wit; and

WHEREAS, as a trustee, he has presided over such major University events as groundbreaking, the dedication of new aviation and library facilities, the awarding of honorary degrees and the announcement of major gifts, grants and contracts; and

WHEREAS, he worked tirelessly to expand the University's presence in Battle Creek, Michigan, with the establishment of a new regional center and aviation campus, and he campaigned vigorously to expose disadvantaged young people to college life and activities at the University through his "Care About Kids" program; and

WHEREAS he has brought great recognition to the University through his many professional accomplishments and volunteer activities, including now serving as vice president for external affairs with the Kellogg Company as well as serving on national industry advisory organizations and as a community volunteer;
NOW THEREFORE BE IT RESOLVED, that the Western Michigan University Board of Trustees wholeheartedly and appreciatively grants the honorary title of Trustee Emeritus to George A. Franklin, with all the rights and privileges appertaining thereto, in recognition of his devotion, dedication and service to the University.

TRUSTEE EMERITA JOAN KRAUSE

WHEREAS, Joan H. Krause has provided dedicated and faithful service to Western Michigan University and the people of Michigan as a member of the University's governing board since 1993; and

WHEREAS, she has served the Board of Trustees as chair, vice chair and committee chair with grace and wisdom, playing a part in the process that resulted in the 1998 appointment of Dr. Elson S. Floyd as the University's sixth president, helping to guide the University during a period of great growth, and bringing to all of those tasks her unique sense of style and business acumen; and

WHEREAS, she has served as an ambassador for the University overseas by visiting partner colleges and universities in Malaysia, Hong Kong and China and, closer to home, has presided over the dedication of new science facilities, the groundbreaking for a new Business Technology and Research Park and a host of other major events; and

WHEREAS, as both an alumna and a trustee, she has and will continue to bring recognition to the University through her many professional and civic achievements and activities, including her work as a partner in the interior design firm Krause and Neis and her work for Kent County service agencies;

NOW THEREFORE BE IT RESOLVED, that the Western Michigan University Board of Trustees wholeheartedly and appreciatively grants the honorary title of Trustee Emerita to Joan H. Krause, with all the rights and privileges appertaining thereto, in recognition of his devotion, dedication and service to the University.
TRUSTEE EMERITA LORI WADDLES

WHEREAS, Lori B. Waddles has provided dedicated and faithful service to Western Michigan University and the people of Michigan as a member of the University's governing board since 1993; and

WHEREAS, in her eight years of service on the Board of Trustees, she ably carried out the duties of chair, vice chair and committee chair, bringing to each role her unique perspective, style and insight, and played an integral role in activities that have led to a new level of recognition for the University; and

WHEREAS, she played an important part in the presidential search process that resulted in the 1998 appointment of Dr. Elson S. Floyd as the University's sixth president, served as a University ambassador on a trip to Sunway College in Malaysia and also represented the Board of Trustees at numerous events, including the dedication of the Wood Hall renovation project; and

WHEREAS, as both an alumna and a trustee, she has and will continue to bring recognition to the University through her professional achievements, including serving as chief investigator for the Detroit Board of Police Commissioners;

NOW THEREFORE BE IT RESOLVED, that the Western Michigan University Board of Trustees wholeheartedly and appreciatively grants the honorary title of Trustee Emerita to Lori B. Waddles, with all the rights and privileges appertaining thereto, in recognition of his devotion, dedication and service to the University.
AUTHORIZATION TO CONFER DEGREES

It is recommended that the President be authorized to confer degrees at the June 23 commencement ceremonies as recommended by the Faculty.
GRANT REPORT

It is recommended that the grant report for January, February, March and April 2001 be approved.

(Tab ASA-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab ASA-3)
CURRICULUM TRANSFER AND CHANGE IN DEPARTMENT NAME

It is recommended that the Africana Studies major and minor be moved from the Diether H. Haenicke Institute for International and Area Studies to Black Americana Studies and that the Black Americana Studies program be renamed Africana Studies.

(Tab ASA-4)
DEPARTMENT CHANGES TO INSTITUTE

It is recommended that the Board of Trustees approve the change of the Department to Science Studies to the Institute for Science Education, effective July 1, 2001.

(Tab ASA-5)
Western Michigan University
Board of Trustees Meeting

Agenda Item No. 8a.
May 30, 2001

GIFT REPORT

It is recommended that the gift report for November, December, January, February, March and April 2001 be approved.

(Tab BF-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab BF-3)
REVISED WMU FOUNDATION BYLAWS

It is recommended that the revised bylaws be approved.

(Tab BF-4)
TRANSFER OF PROPERTY

It is recommended that the treasurer or assistant treasurer be authorized to execute the necessary documents to transfer the Kalamazoo City parcel described (BF-5) to Housing Resources, Inc. for the nominal sum of $1.00.
URBAN COOPERATION AGREEMENT

It is recommended that the administration be authorized to execute the Urban Cooperation Agreement.

(Tab BF-6)
CONFIRMATION AND RATIFICATION OF BUSINESS TECHNOLOGY AND RESEARCH PARK REAL ESTATE TRANSACTION - ROLL CALL

It is recommended that the following motions be approved (Tab BF-7), re:

1. Sale to Ridgewood Partners, L.L.C.
   a. Sale and conveyance of described parcel.
   b. Early Access and Hold Harmless Agreement
   c. Warranty Deed

2. Option to Ridgewood Partners, L.L.C.
   a. Option Agreement and authorization of future conveyance of the parcel if option is exercised.

3. Sale to Glysan, L.L.C.
   a. Sale and conveyance of parcel to Glysan, L.L.C.

4. Declaration of Restrictive Covenants.
   a. Declaration of Restrictive Covenants.

5. Master Deed for BTR Park.
   a. Subdivision of BTR Park.

   a. Ratification of easements.

7. Dedication of Public Streets
   a. Conveyance of public street to City of Kalamazoo and authorize administration to execute any easements and/or documents necessary to effectuate the dedication.

8. Parkview widening.
   a. Approve conveyance of City of Kalamazoo property described and authorize administration to execute necessary documents.

   a. Authorize administration to execute all ancillary documents necessary to effectuate terms approved or ratified.
VEHICLE REGISTRATION RATES

It is recommended that the Board table the recommendation re vehicle registration rates, effective Fall Semester 2001, until the June meeting to allow for additional input.

(Tab BF-8)
CONTINUING EDUCATION TUITION RATES

It is recommended that the following motion be tabled until the June meeting:

It is recommended that the Trustees authorize, effective with the Fall Semester 2001, an increase of $20 per credit hour in Continuing Education tuition for a total amount of $60 per credit hour for both the on campus resident upper division rate for undergraduates and the resident graduate rate for graduates.

(Tab BF-9)
FALL SEMESTER 2001 TUITION SCHEDULE

It is recommended that action be tabled on the Fall 2001 tuition increase until the Board's next meeting.

(Tab BF-10)
STUDENT ROOM AND BOARD AND APARTMENT RENTAL RATES FOR 2001/02

It is recommended that action be tabled on student room and board and apartment rental rates until the next Board meeting to allow for additional input.

(BF-11)
PUBLIC COMMENTS
EXECUTIVE SESSION - ROLL CALL
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
Academic and Student Affairs Committee
Wednesday, May 30, 2001
Room 204, Bernhard Center
1:30 p.m.

AGENDA

Trustee Klohs, Chair
Trustee Aseritis
Trustee DeNooyer
Trustee St. John (ex officio)
President Floyd (ex officio)

I. ACTION ITEMS

1. Approval of the Minutes of the January 19, 2001 Committee Meeting
   Klohs

2. Grant Report
   Thompson

3. Personnel Report
   Floyd/*Allen/
   Beauregard/Powell

4. Curriculum Transfer and Change in Department Name
   *Allen

5. Department Changes to Institute
   *Allen

*In absence of Provost/Vice President for Academic Affairs Dobney, Assistant Vice President Roberta Allen will be presenting items.
Western Michigan University
Board of Trustees
Academic and Student Affairs Committee

AGENDA ITEM No. 1
May 30, 2001

APPROVAL OF THE MINUTES OF THE JANUARY 19, 2001 COMMITTEE MEETING
Western Michigan University
Board of Trustees
Academic and Student Affairs

Grant Report

Background

The grant report for the months of January, February, March, and April 2001 indicates a total of $13,306,033.35 in externally funded awards. Of the total, January awards amounted to $3,337,633.67 or 25 percent, February awards amounted to $645,092.88 or 5 percent, March awards amounted to $4,409,109.43 or 33 percent and April awards amounted to $4,914,197.37 or 37 percent. The year-to-date total is $21,467,811.38.

**January, February, March, and April 2001**

<table>
<thead>
<tr>
<th>Awards by Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>792,604.00</td>
</tr>
<tr>
<td>Research</td>
<td>6,363,691.87</td>
</tr>
<tr>
<td>Public Service</td>
<td>5,912,093.06</td>
</tr>
<tr>
<td>Academic Support</td>
<td>82,900.00</td>
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<tr>
<td>Student Services</td>
<td>32,496.00</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>0.00</td>
</tr>
<tr>
<td>Operations and Maintenance of Plant</td>
<td>0.00</td>
</tr>
<tr>
<td>Scholarships and Fellowships</td>
<td>122,248.42</td>
</tr>
<tr>
<td><strong>Total for January, February, March, and April 2001</strong></td>
<td><strong>$13,306,033.35</strong></td>
</tr>
</tbody>
</table>

Notable awards for this period were from the National Science Foundation; U.S. Department of Health and Human Services; U.S. Department of Energy; U.S. Department of Agriculture; U.S. Department of Defense; U.S. Department of State; U.S. Department of Housing and Urban Development; National Computational Science Alliance; Michigan Economic Development Corporation; Michigan Department of Corrections; Michigan Department of Community Health; Kalamazoo Community Mental Health Services; Information Resources, Inc.; Dassault Systems, Genesis Modeling Technologies, IBM, and Prince Catia; DaimlerChrysler; Detroit Schools of the 21st Century Corporation; Pennsylvania Department of Education; Delta-Schoolcraft Intermediate School District; Ithaca College; Dow Corning Foundation; and San Diego State University Foundation.

**Recommended Motion**

It is recommended that the grant report for January, February, March, and April 2001 be approved.
<table>
<thead>
<tr>
<th>SPONSOR</th>
<th>DESCRIPTION</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Michigan University</td>
<td>Instruction</td>
<td>Ms. Kathy Puller Dean's Office, College of Health and Human Services</td>
<td>$282,864.00</td>
<td>4/20/2001</td>
</tr>
<tr>
<td></td>
<td>To provide interdisciplinary training to students, service to rural communities, and assess the need for a graduate certification program (Continuation)</td>
<td></td>
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<tr>
<td>U.S. Department of Health and Human Services</td>
<td>To provide CATIA Software, an integrated design modeling system used by the world's leading engineering &amp; applied sciences schools, this will be the only engineering school in Michigan with a complete CATIA training facility and only one of a handful in the nation. This supports the yearly maintenance for thirty seats. (Supplemental)</td>
<td>Dr. Michael Atkins Industrial and Manufacturing Engineering</td>
<td>$208,754.00</td>
<td>3/1/2001</td>
</tr>
<tr>
<td>Dassault Systemes, Genesis Modeling Technologies, IBM, and Prince CATIA</td>
<td></td>
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<tr>
<td>U.S. Department of Health and Human Services</td>
<td>To establish a parallel problem-based learning track concurrent with the traditional physician assistant curriculum in the didactic year of training (Continuation)</td>
<td>Dr. Frank Gambino</td>
<td>$115,000.00</td>
<td>3/14/2001</td>
</tr>
<tr>
<td>Information Resources, Inc.</td>
<td>To use a DataServer Analyzer, Apollo Professional, and IRI Educational Sample Data CD software in Food Marketing Program for educational purposes (New)</td>
<td>Dr. Hideko Abe Asian and Middle Eastern Languages</td>
<td>$30,010.00</td>
<td>1/19/2001</td>
</tr>
<tr>
<td>Kellogg Company</td>
<td>To provide corporate training opportunities for students (Continuation)</td>
<td>Dr. Susan Stapleton Marketing</td>
<td>$16,000.00</td>
<td>4/30/2001</td>
</tr>
<tr>
<td></td>
<td>To develop, design and print an interpretive guide for families, a teacher's resource guide, and a poster that will accompany a year long program of exhibitions of minority artists at Western Michigan University's Gallery (New)</td>
<td>Dr. Barbara Brotherton Art</td>
<td>$10,000.00</td>
<td>1/29/2001</td>
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<tr>
<td>DESCRIPTION</td>
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<tr>
<td>Instruction</td>
<td>National Instruments</td>
<td>Dr. Massood Atashbar</td>
<td>$3,480.00</td>
<td>4/30/2001</td>
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<tr>
<td>To support Real Time Systems course, ECE 515, a grant of four PCI-GPIB</td>
<td></td>
<td>Electrical and Computer Engineering</td>
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<td>boards and a ten-user license of Measurement Studio have been awarded</td>
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<td>(New)</td>
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<tr>
<td>TOTAL INSTRUCTION</td>
<td></td>
<td></td>
<td>$792,604.00</td>
<td></td>
</tr>
<tr>
<td>Research</td>
<td>Michigan Economic Development</td>
<td>Dr. Subra Muralidharan</td>
<td>$750,000.00</td>
<td>3/19/2001</td>
</tr>
<tr>
<td>To fabricate and characterize nano- and micro-arrays and their application</td>
<td>Corporation</td>
<td>Chemistry</td>
<td></td>
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<td>to a centrifugal field to separation, synthesis, and purification of</td>
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<td>biomolecules and drug molecules (New)</td>
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<td>To provide three status reports to serve accountability and immediate</td>
<td>National Science Foundation</td>
<td>Dr. Arlen Gullickson</td>
<td>$373,034.00</td>
<td>1/2/2001</td>
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<td>development purposes, create a data collection and reporting system for</td>
<td></td>
<td>The Evaluation Center</td>
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<td>indicators of technological education, and develop guide books to assist</td>
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<td>Advanced Technological Education centers, projects, and program staff in</td>
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<td>preparing and providing needed impact and effectiveness information (</td>
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<td>Continuation)</td>
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<tr>
<td>To provide computational time of 90,000 service units on the Gray PSC</td>
<td>National Computational Science</td>
<td>Dr. Dewei Qi</td>
<td>$360,000.00</td>
<td>4/12/2001</td>
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<tr>
<td>T3E at the Pittsburgh Supercomputing Center; research on Non-spherical</td>
<td>Alliance</td>
<td>Paper and Printing Science and</td>
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<td>Particles in Finite-Reynolds-number Flows (New)</td>
<td></td>
<td>Engineering</td>
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<td>To provide continuing support to address student achievement and systemic</td>
<td>National Science Foundation</td>
<td>Dr. Jerry Horn</td>
<td>$335,584.00</td>
<td>1/2/2001</td>
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<td>reform in science and mathematics education (Continuation)</td>
<td></td>
<td>The Evaluation Center</td>
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<tr>
<td>Research</td>
<td>National Science Foundation</td>
<td>Dr. Arlen Gullickson</td>
<td>$326,580.00</td>
<td>4/20/2001</td>
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<tr>
<td></td>
<td>Pennsylvania Department of Education</td>
<td>Dr. Gary Miron</td>
<td>$300,000.00</td>
<td>4/30/2001</td>
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<tr>
<td></td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Jan Bedrosian</td>
<td>$223,382.00</td>
<td>1/30/2001</td>
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<tr>
<td></td>
<td>Ithaca College</td>
<td>Dr. Christian Hirsch</td>
<td>$200,000.00</td>
<td>3/31/2001</td>
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<td></td>
<td>DaimlerChrysler</td>
<td>Dr. Mitchel Keil, Dr. Jorge Rodriguez</td>
<td>$195,636.00</td>
<td>1/8/2001</td>
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<td></td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce</td>
<td>$175,476.68</td>
<td>2/26/2001</td>
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<td></td>
<td>U.S. Department of Energy</td>
<td>Dr. Nora Berrah</td>
<td>$170,000.00</td>
<td>2/22/2001</td>
</tr>
</tbody>
</table>

To continue pursuit of the goals specified in the initial three-year MTS project (Materials development, Training, and Support services) to improve the nation’s evaluation capacity in science and math (New)

To continue the study of the Pennsylvania Charter Schools (New)

To study the conversational trade-offs of people with severe speech impairments who use text-based augmentative and alternative communication systems (New)

To enhance a secondary school mathematics curriculum implementation structure for five national comprehensive curriculum projects (Renewal)

To develop a software tool to assist in the design of flexible routed parts such as hoses and cables; software will predict the position and motion of these parts as connection and mounting points are moved and accelerated in accordance with expected vehicular operations such as jounce and rebound (New)

To conduct research and provide testing services in specialized areas of paper science engineering in association with industry (Supplemental)

To study the structure and dynamics of atoms and molecules, photon-matter interactions, multi-electron excitation, and inner-shell photoionization (Continuation)
<table>
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<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
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<th>AMOUNT</th>
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<tbody>
<tr>
<td><strong>Research</strong></td>
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<tr>
<td>To research if a collaborative commercially supported E-learning Internet site can be used to enhance the capacity of community colleges for preparing more students with disabilities for I.T. Careers (New)</td>
<td>National Science Foundation</td>
<td>Dr. Robert Leneway Dean's Office, College of Education</td>
<td>$148,861.00</td>
<td>4/17/2001</td>
</tr>
<tr>
<td>To examine the importance of olfactory afferent innervation on the maintenance of the olfactory bulb in adult zebrafish (New)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Christine Byrd Biological Sciences</td>
<td>$143,225.00</td>
<td>3/16/2001</td>
</tr>
<tr>
<td>To provide evaluation services on the agency's Technology Innovation Challenge Grant, funded by the U.S. Department of Education (Continuation)</td>
<td>Delta-Schoolcraft Intermediate School District</td>
<td>Dr. Mark Jenness Dr. Michael Reed Science Studies</td>
<td>$133,522.00</td>
<td>4/20/2001</td>
</tr>
<tr>
<td>To conduct an evaluation of the first five years of the Detroit Schools' 21st Century Initiative (Supplemental)</td>
<td>Detroit Schools of the 21st Century Corporation</td>
<td>Dr. Mark Jenness Science Studies</td>
<td>$125,000.00</td>
<td>1/31/2001</td>
</tr>
<tr>
<td>To provide computer equipment for a new Intelligent Control Laboratory for Complex Hybrid Systems; the lab will be used to teach advanced graduate courses and to conduct research (New)</td>
<td>U.S. Department of Defense</td>
<td>Dr. Janos Grantner Electrical and Computer Engineering</td>
<td>$124,800.00</td>
<td>4/5/2001</td>
</tr>
<tr>
<td>To study the fundamental mechanisms of how cancers start and are maintained (Continuation)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Bruce Bejcek Biological Sciences</td>
<td>$111,885.00</td>
<td>3/30/2001</td>
</tr>
<tr>
<td>To support professional development of middle school math teachers in Midland, Saginaw, and Bay counties (New)</td>
<td>Dow Corning Foundation</td>
<td>Dr. Robert Laing Dr. Ruth Ann Meyer Mathematics and Statistics</td>
<td>$100,000.00</td>
<td>3/31/2001</td>
</tr>
<tr>
<td>To develop a freshman engineering course around robotics (New)</td>
<td>National Science Foundation</td>
<td>Dr. Damon Miller Dr. Massood Atashbar Dr. Frank Severance Electrical and Computer Engineering</td>
<td>$99,918.00</td>
<td>1/2/2001</td>
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<tr>
<td>SPONSOR</td>
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<tr>
<td>IBM</td>
<td>To create a website that will serve as a national, online support center utilizing computer-based training and web-based coursework (New)</td>
<td>Dr. Robert Lenaway, Dean's Office, College of Education</td>
<td>$96,802.00</td>
<td>4/12/2001</td>
</tr>
<tr>
<td>U.S. Department of Agriculture</td>
<td>To study the interaction between recently released transgenic, virus-resistant squash cultivars and free-living squash populations (Continuation)</td>
<td>Dr. Hector Quemada, Dr. Alexander Enyedi, Biological Sciences</td>
<td>$83,049.00</td>
<td>3/16/2001</td>
</tr>
<tr>
<td>Michigan Department of Environmental Quality</td>
<td>To develop remedial methods for PCB contaminated sediments in the Great Lakes (New)</td>
<td>Dr. Daniel Cassidy, Dr. Diane Hampton, Geosciences</td>
<td>$88,620.00</td>
<td>2/22/2001</td>
</tr>
<tr>
<td>Kalsec, Inc.</td>
<td>To provide research experiences for undergraduates in construction engineering, materials engineering, and industrial design</td>
<td>Dr. Robert Eisenberg, Dr. Silvia Rossbach, Biological Sciences</td>
<td>$87,250.00</td>
<td>3/8/2001</td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>To study the role of defects in determining the vortex phase diagram in high temperature superconductors with a particular emphasis on clarifying the nature of the states above and below the upper and lower critical fields (Continuation)</td>
<td>Dr. Lisa Paulius, Physics</td>
<td>$70,249.00</td>
<td>3/28/2001</td>
</tr>
<tr>
<td>U.S. Department of Energy</td>
<td>To utilize boron-based materials and boron nitride to provide supplemental lime kiln and causticizing capacities which may increase recovery furnace and digester capacities (New)</td>
<td>Dr. John Cameron, Dr. Raja Aravamuthan, Paper and Printing Science and Engineering</td>
<td>$77,000.00</td>
<td>3/1/2001</td>
</tr>
<tr>
<td>Bangor Public Schools</td>
<td>To develop and pilot a collaborative model for creating, implementing, evaluating, and sustaining educational change (New)</td>
<td>Dr. Arthur Gannon, Teaching, Learning, and Leadership</td>
<td>$76,500.00</td>
<td>1/18/2001</td>
</tr>
<tr>
<td>National Science Foundation</td>
<td>To provide research experiences for undergraduates in construction engineering, materials engineering, and industrial design (Continuation)</td>
<td>Dr. Osama Abdouyeh, Construction Engineering, Materials Engineering, and Industrial Design</td>
<td>$77,000.00</td>
<td>3/8/2001</td>
</tr>
<tr>
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<tr>
<td>To carry out detailed theoretical calculations for a number of atomic</td>
<td>National Aeronautics and Space</td>
<td>Dr. Thomas Gorczyca</td>
<td>$70,000.00</td>
<td>3/8/2001</td>
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<td>processes relevant to astrophysical plasma modeling (New)</td>
<td>Administration</td>
<td>Dr. Kirk Korista</td>
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<td>To improve global change studies by facilitating access to remote</td>
<td>National Aeronautics and Space</td>
<td>Dr. Charles Emerson</td>
<td>$70,000.00</td>
<td>4/30/2001</td>
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<td>sensing imagery (New)</td>
<td>Administration</td>
<td>Geography</td>
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<td>To develop advanced computational methods applicable to turbulence</td>
<td>National Aeronautics and Space</td>
<td>Dr. William Liou</td>
<td>$61,000.00</td>
<td>2/1/2001</td>
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<td>modeling in compressible flow (New)</td>
<td>Administration</td>
<td>Mechanical and Aeronautical Engineering</td>
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<td>To provide 12 days of IPNS instrument time in support of project,</td>
<td>Argonne National Laboratory</td>
<td>Dr. Pnina Ari-Gur</td>
<td>$60,000.00</td>
<td>4/23/2001</td>
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<tr>
<td>Crystalline Structure Analysis of Non-Stoichiometric Huesler Alloys Ni2MnGa</td>
<td></td>
<td>Construction Engineering, Materials Engineering, and Industrial Design</td>
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<td>To support the two-year project,</td>
<td>American Chemical Society</td>
<td>Dr. John Miller</td>
<td>$60,000.00</td>
<td>4/30/2001</td>
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<td>Photoinduced Electron-Transfer Substitution: Fundamental Studies of a Novel</td>
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<td>Reaction Pathway (New)</td>
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<td>To study the strongly coupled effects of bioirrigation, bioturbation,</td>
<td>Office of Naval Research</td>
<td>Dr. Carla Koretsky</td>
<td>$59,961.00</td>
<td>3/16/2001</td>
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<td>mineralogy, and sediment fabric on chemical mass transfer (New)</td>
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<td>Geosciences</td>
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<td>To experimentally document important soil physical and chemical parameters</td>
<td>National Science Foundation</td>
<td>Dr. Silvia Rossbach</td>
<td>$50,000.00</td>
<td>1/19/2001</td>
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<td>that result from microbial degradation of light non-aqueous phase liquids</td>
<td></td>
<td>Biological Sciences</td>
<td></td>
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<td>(New)</td>
<td></td>
<td>Dr. Estella Atekwana</td>
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<td>To provide cost share support for the federal Department of Energy project,</td>
<td>U.S. Borax Inc.</td>
<td>Dr. John Cameron</td>
<td>$50,000.00</td>
<td>1/2/2001</td>
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<td>Use of Borate Autocauticizing to Supplement Lime Kiln and Causticizing</td>
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<td>(New)</td>
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<td>To complete a compulsive gambling follow-up study that will determine the extent of gambling addiction among Michigan citizens as concerns both legal and illegal gambling and the incidence of different forms of gambling including lottery, race tracks, and casinos; the results will be compared to previous surveys to determine trends (New)</td>
<td>Michigan Department of Community Health</td>
<td>Dr. Arlen Gullickson, The Evaluation Center</td>
<td>$50,000.00</td>
<td>4/23/2001</td>
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<td>To develop prediction capabilities for the high speed flow over reusable launch vehicles based on molecular simulation using direct simulation Monte Carlo method (DSMC) (New)</td>
<td>National Aeronautics and Space Administration</td>
<td>Dr. William Liou, Mechanical and Aeronautical Engineering</td>
<td>$50,000.00</td>
<td>4/26/2001</td>
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<td>To continue a study of the fundamental multidisciplinary interactions between the biosphere and the atmosphere through another season of data collection (Supplemental)</td>
<td>National Science Foundation</td>
<td>Dr. Steven Bertman, Chemistry</td>
<td>$49,832.00</td>
<td>3/31/2001</td>
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<td>To evaluate the community access to medical care grant and anticipated outcomes (New)</td>
<td>Healthy Futures/MedRan</td>
<td>Dr. Victoria Ross, Dr. David Hartmann, Sociology</td>
<td>$45,000.00</td>
<td>4/30/2001</td>
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<td>To study the strongly coupled effects of bioirrigation, bioturbation, mineralogy, and sediment fabric on chemical mass transfer (New)</td>
<td>Office of Naval Research</td>
<td>Dr. Carla Koretsky, Geosciences</td>
<td>$44,497.00</td>
<td>3/16/2001</td>
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<tr>
<td>To conduct a survey assessment of the prevalence of student drug and alcohol use to enable school districts to obtain an accurate estimate of the nature and seriousness of use for 2000-2001 (New)</td>
<td>Various School Districts</td>
<td>Dr. Thomas VanValey, Sociology</td>
<td>$41,063.00</td>
<td>1/31/2001</td>
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<tr>
<td>To conduct research and provide testing services in specialized areas of paper science engineering in association with industry (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce, Paper and Printing Science and Engineering</td>
<td>$35,192.84</td>
<td>4/27/2001</td>
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### Research

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<td>To support phase five of the research on wear characteristics of copper alloy mold components (Continuation)</td>
<td>Copper Development Association, Inc.</td>
<td>Dr. Paul Engelmann</td>
<td>$35,000.00</td>
<td>4/30/2001</td>
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<td>To provide continuing evaluation of the Environmental Education &amp; Training Partnership with specific emphasis on a needs assessment/formative evaluation focusing on communication and access (New)</td>
<td>University of Wisconsin-Stevens Point</td>
<td>Dr. Jerry Horn</td>
<td>$34,926.00</td>
<td>4/12/2001</td>
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<td>To continue as the external evaluator for the Appalachia Educational laboratory (Renewal)</td>
<td>Appalachia Educational Laboratory, Inc.</td>
<td>Dr. Arlen Gullickson</td>
<td>$30,000.00</td>
<td>4/5/2001</td>
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<td>To conduct geochemical investigations on the Michigan Basin, to determine its architecture, and to map it on a variety of scales (Continuation)</td>
<td>Michigan Technological University</td>
<td>Dr. William Harrison, III</td>
<td>$30,000.00</td>
<td>1/30/2001</td>
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<td>To conduct electron microscopy examination of tissue samples (Supplemental)</td>
<td>Pharmacia and Upjohn Company</td>
<td>Dr. Leonard Beuving</td>
<td>$28,934.00</td>
<td>1/31/2001</td>
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<td>To clone and sequence tanapox virus genomic DNA and evaluate frames for therapeutics (Continuation)</td>
<td>Viron Therapeutics Inc.</td>
<td>Dr. Karim Essani</td>
<td>$25,000.00</td>
<td>2/22/2001</td>
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<td>To provide an evaluation to ensure that project activities and products are keyed to the needs of the educators and students, to describe the process and products associated with the project, and to assess the overall merit and worth of the project (New)</td>
<td>Genesee Intermediate School District</td>
<td>Dr. Pamela Zeller</td>
<td>$24,992.00</td>
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<td>To perform electron-impact excitation and recombination calculations for a</td>
<td>The Trustees of Columbia University in the</td>
<td>Dr. Thomas Gorczyca</td>
<td>$23,639.00</td>
<td>3/30/2001</td>
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<td>number of astrophysically important ions (Continuation)</td>
<td>City of New York</td>
<td>Physics</td>
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<td>To conduct research and provide testing services in specialized areas of</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce</td>
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<td>paper science engineering in association with industry (Supplemental)</td>
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<td>Paper and Printing Science and Engineering</td>
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<td>To test and evaluate various products for their sound dampening</td>
<td>Dow Automotive</td>
<td>Dr. Koorosh Naghshineh</td>
<td>$20,400.00</td>
<td>2/26/2001</td>
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<td>effectiveness (New)</td>
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<td>Mechanical and Aeronautical Engineering</td>
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<td>To continue updating land cover and zoning maps in the Nottawa Creek</td>
<td>Calhoun Soil Conservation District</td>
<td>Ms. Lauren Hughes</td>
<td>$20,000.00</td>
<td>1/31/2001</td>
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<td>watershed (Renewal)</td>
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<td>Geosciences</td>
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<td>To provide technical support to the Transition Services Project, the</td>
<td>Transition Services Project</td>
<td>Dr. Paula Kohler</td>
<td>$17,561.00</td>
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<td>primary transition-focused assistance agent supported by the Michigan</td>
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<td>Educational Studies</td>
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<td>Department of Education (New)</td>
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<td>To evaluate the effectiveness of the goals and procedures of the juvenile</td>
<td>County of Kalamazoo</td>
<td>Dr. David Hartmann</td>
<td>$15,000.00</td>
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<td>drug court program (Continuation)</td>
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<td>Sociology</td>
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<td>To develop the most effective way for the preparation of hot-melt ink</td>
<td>The Eppley Foundation for Research</td>
<td>Dr. Alexandra Pekarovicova</td>
<td>$15,000.00</td>
<td>4/26/2001</td>
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<td>for rotogravure (New)</td>
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<td>Dr. Jan Pekarovic</td>
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<td>To conduct research and provide testing services in specialized areas of</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce</td>
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<td>printing, papermaking, and inks in association with industry</td>
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<td>Paper and Printing Science and Engineering</td>
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<td>To conduct research and provide testing services in specialized areas of printing, papermaking, and inks in association with industry (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce&lt;br&gt;Paper and Printing Science and Engineering</td>
<td>$12,603.88</td>
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<td>To conduct research and provide testing services in specialized areas of printing, papermaking, and inks in association with industry (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce&lt;br&gt;Paper and Printing Science and Engineering</td>
<td>$11,581.17</td>
<td>4/27/2001</td>
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<td>To provide an evaluation of sounds generated by the pain pump and developing means of comparing Stryker pain pump to its competitors (New)</td>
<td>Stryker Instruments</td>
<td>Dr. Koorosh Naghshineh&lt;br&gt;Mechanical and Aeronautical Engineering</td>
<td>$11,243.00</td>
<td>1/12/2001</td>
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<td>To conduct a survey to determine the types and extent of arts education activities offered in Michigan schools (New)</td>
<td>ArtServe Michigan</td>
<td>Dr. David Hartmann&lt;br&gt;Sociology</td>
<td>$10,320.00</td>
<td>4/30/2001</td>
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<td>To evaluate the health families - Calhoun County program (New)</td>
<td>Family and Children Services</td>
<td>Dr. Ineke Way&lt;br&gt;School of Social Work</td>
<td>$10,000.00</td>
<td>1/31/2001</td>
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<td>To support a doctoral dissertation on the effects of elevated carbon dioxide levels on plants, pathogens, herbivores, and natural enemies (New)</td>
<td>National Science Foundation</td>
<td>Dr. David Karowe&lt;br&gt;Dr. Alexander Enyedi&lt;br&gt;Biological Sciences&lt;br&gt;Dr. Charles Ide&lt;br&gt;Environmental Institute</td>
<td>$10,000.00</td>
<td>4/30/2001</td>
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<td>To develop and assess methodologies for contacting companies in West Michigan to catalog their environmental needs and interests (New)</td>
<td>Battlele Memorial Institute</td>
<td>Dr. Charles Ide&lt;br&gt;Environmental Institute&lt;br&gt;Ms. Molly Cole&lt;br&gt;Environmental Studies Program</td>
<td>$10,000.00</td>
<td>4/30/2001</td>
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<td>To provide analysis of data on foster homes that have been newly licensed (Continuation)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell Bleyer&lt;br&gt;Ms. Ruth Reynolds&lt;br&gt;Community Information System</td>
<td>$9,976.00</td>
<td>1/31/2001</td>
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| To analyze data on closed foster homes (Continuation) | Michigan Foster and Adoptive Parent Association | Ms. Lyndell Bleyer
Ms. Ruth Reynolds
Community Information System | $9,976.00 | 1/31/2001 |
| To develop a torque measuring system for pump seal materials characterization that is sensitive to changes to seal face geometry and fluid film thickness (New) | Flowserve Corporation | Dr. Philip Guichelaar
Dr. Molly Williams
Mechanical and Aeronautical Engineering | $9,925.00 | 2/19/2001 |
| To test a system for mechanical face seal materials that measure driving torque and seal face generated heat (New) | Flowserve Corporation | Dr. Philip Guichelaar
Dr. Molly Williams
Mechanical and Aeronautical Engineering | $9,875.00 | 1/2/2001 |
| To conduct an evaluation of the Technology Literacy Grant project funded from the Michigan Department of Education (New) | Genesee Intermediate School District | Dr. Pamela Zeller
The Evaluation Center | $9,850.00 | 4/18/2001 |
| To conduct a series of acoustic analyses and speech recognition experiments designed to improve understanding of the perceptual mechanisms underlying phonetic recognition (Supplemental) | U.S. Department of Health and Human Services | Dr. James Hillenbrand
Speech Pathology and Audiology | $9,300.00 | 2/22/2001 |
| To refine a survey instrument and conduct data analysis for the peer to peer program (Continuation) | Michigan Foster and Adoptive Parent Association | Ms. Lyndell Bleyer
Ms. Ruth Reynolds
Community Information System | $8,623.00 | 1/31/2001 |
| To conduct two focus groups and assist with one focus group of parents and students to determine key issues needed to improve special education services for students with special needs as part of the State of Michigan self-assessment process (New) | Livingston Educational Service Agency | Dr. Paula Kohler
Educational Studies | $8,599.00 | 1/3/2001 |
| To provide graduate student support for the development of simulation models for JHA Simulations' process simulation program (New) | JHA Simulations, Inc. | Dr. Peter Parker
Paper and Printing Science and Engineering | $8,400.00 | 1/4/2001 |
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<td>To determine if coatings can be dried more efficiently with infrared radiation if borates are added (New)</td>
<td>U.S. Borax Inc.</td>
<td>Dr. Margaret Joyce&lt;br&gt;Dr. Thomas Joyce&lt;br&gt;Paper and Printing Science and Engineering</td>
<td>$8,400.00</td>
<td>1/2/2001</td>
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<td>To evaluate tribological properties of silicon carbide in water (New)</td>
<td>Penn United Technology, Inc.</td>
<td>Dr. Philip Guichelaar&lt;br&gt;Dr. Molly Williams&lt;br&gt;Mechanical and Aeronautical Engineering</td>
<td>$8,194.00</td>
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<td>To study the effect of the vane particle ejector and the overall seal chamber design on the seal chamber flow and to provide computational fluid dynamic results that could be compared with the experimental results obtained in the future research (New)</td>
<td>Flowserve Corporation</td>
<td>Dr. Parviz Merati&lt;br&gt;Mechanical and Aeronautical Engineering</td>
<td>$7,500.00</td>
<td>4/5/2001</td>
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<td>To perform an investigation of fluid structure and motion of non-spherical particles using the lattice Boltzmann (LB) method (Supplemental)</td>
<td>American Chemical Society</td>
<td>Dr. Dewei Qi&lt;br&gt;Paper and Printing Science and Engineering</td>
<td>$6,500.00</td>
<td>4/11/2001</td>
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<td>To evaluate the impact of depression on the academic performance of university students (Supplemental)</td>
<td>Pharmacia</td>
<td>Dr. Werner Sichel&lt;br&gt;Economics</td>
<td>$5,000.00</td>
<td>3/31/2001</td>
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<td>To provide cost share support for the federal Department of Energy project, Use of Borate Autocausticizing to Supplement Lime Kiln and Causticizing (New)</td>
<td>International Paper</td>
<td>Dr. John Cameron&lt;br&gt;Paper and Printing Science and Engineering</td>
<td>$5,000.00</td>
<td>1/9/2001</td>
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<td>To provide in home follow up to children previously seen by the Southwestern Michigan Children’s Trauma Assessment Center (New)</td>
<td>Kalamazoo Foundation/John E. Petzer Institute Fund</td>
<td>Dr. James Henry&lt;br&gt;School of Social Work</td>
<td>$4,500.00</td>
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<td>To evaluate the effects of a follow-up phase added to the occupational therapy services of the Geriatric Assessment Center (New)</td>
<td>Michigan Campus Compact</td>
<td>Dr. Stanley Paul&lt;br&gt;Mr. David Orchanian&lt;br&gt;Occupational Therapy</td>
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<td>To support a comprehensive review of campus environmental assessments (New)</td>
<td>Higher Education Network for Sustainability and the Environment</td>
<td>Dr. Harold Glasser Environmental Studies Program</td>
<td>$4,000.00</td>
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<td>To provide analysis of different seal components to determine the causes of seal squealing; this is phase one of a multi-phase project (New)</td>
<td>Flowserve Corporation</td>
<td>Dr. Koorosh Naghshineh Mechanical and Aeronautical Engineering</td>
<td>$3,800.00</td>
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<td>To evaluate print performance of flexo inks (New)</td>
<td>Dow Chemical Corporation</td>
<td>Dr. Alexandra Pekarovicova Paper and Printing Science and Engineering</td>
<td>$3,654.00</td>
<td>1/12/2001</td>
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<td>To provide support for upgrading the Particle Image Velocimetry equipment (New)</td>
<td>Flowserve Corporation</td>
<td>Dr. Parviz Merati Mechanical and Aeronautical Engineering</td>
<td>$3,500.00</td>
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<td>To analyze data collected on newly opened foster homes (Supplemental)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell Bleyer Community Information System</td>
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<td>To analyze data collected on closed foster homes (Supplemental)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell Bleyer Community Information System</td>
<td>$3,125.00</td>
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<td>To better examine the taphonomy of human burials at the Pre-Pottery Neolithic B site of HaHoresh, Israel (New)</td>
<td>Irene Levi Sala Care Archaeological Foundation</td>
<td>Dr. Tal Simmons Anthropology</td>
<td>$2,500.00</td>
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<td>To improve efficiency of the production processes at Hotset (Supplemental)</td>
<td>HOTSET Corporation</td>
<td>Dr. Damodar Golhar Management</td>
<td>$2,500.00</td>
<td>3/23/2001</td>
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### Research

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<th>DATE</th>
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<tr>
<td>To provide an evaluation of sounds generated by the pain pump and developing means of comparing Stryker pain pump to its competitors (Supplemental)</td>
<td>Stryker Instruments</td>
<td>Dr. Koorosh Naghshineh</td>
<td>$2,400.00</td>
<td>2/1/2001</td>
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<td>To provide analysis of different components of a proposed vibratory de-burring machine (New)</td>
<td>Hammond Machinery/Roto Finish Company, Inc.</td>
<td>Dr. Koorosh Naghshineh</td>
<td>$2,250.00</td>
<td>4/5/2001</td>
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<tr>
<td>To test lithographic fountain solutions of sponsor's proprietary composition and compare their performance with commercial fountain solutions (New)</td>
<td>Grain Processing Corporation</td>
<td>Dr. Alexandra Pekarovicova Dr. Paul D. Fleming</td>
<td>$2,000.00</td>
<td>2/15/2001</td>
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<tr>
<td>To improve efficiency of the production processes at Hotset (Supplemental)</td>
<td>HOTSET Corporation</td>
<td>Dr. Damodar Golhar Management</td>
<td>$2,000.00</td>
<td>3/23/2001</td>
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<tr>
<td>To analyze data regarding the impact of peer to peer mentoring on newly licensed foster parents (Supplemental)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell Bleyer Community Information System</td>
<td>$1,750.00</td>
<td>1/30/2001</td>
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<tr>
<td>To perform research and testing in paper coating technology (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Margaret Joyce Paper and Printing Science and Engineering</td>
<td>$800.00</td>
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**TOTAL RESEARCH**

$6,460,493.87

### Public Service

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<tr>
<td>To provide substance abuse residential treatment services in a prison setting (Continuation)</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson Mr. James Kendrick School of Community Health Services</td>
<td>$1,897,084.00</td>
<td>4/30/2001</td>
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<tr>
<td>Public Service</td>
<td>Kalamazoo Community Mental Health Services</td>
<td>Ms. Carol Sundberg</td>
<td>$684,896.29</td>
<td>3/30/2001</td>
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<tr>
<td>To provide daily living, communication, behavior control, and social</td>
<td>Center for Disability Services</td>
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<tr>
<td>skill services to developmentally disabled adults</td>
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<tr>
<td>(Continuation)</td>
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<tr>
<td>To improve the educational achievement levels and high school completion</td>
<td>Michigan Department of Community Health</td>
<td>Dr. Sharon Anderson</td>
<td>$503,100.00</td>
<td>1/18/2001</td>
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<tr>
<td>rates for young people who attend the Benton Harbor Area Schools by</td>
<td>Ms. Alise Saul</td>
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<td>strengthening programming and upgrading staff at the Benton Harbor Boys</td>
<td>Center for Community Asset Building</td>
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<td>and Girls Club (New)</td>
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<td>To provide daily living, communication, behavior control, and social</td>
<td>Kalamazoo Community Mental Health Services</td>
<td>Ms. Carol Sundberg</td>
<td>$435,273.16</td>
<td>3/30/2001</td>
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<td>skill services to developmentally disabled adults</td>
<td>Center for Disability Services</td>
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<td>(Renewal)</td>
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<td>To establish and operate a Community Outreach Partnership Center in Benton</td>
<td>U.S. Department of Housing and Urban Development</td>
<td>Dr. Sharon Anderson</td>
<td>$399,996.00</td>
<td>1/2/2001</td>
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<td>Harbor, MI (New)</td>
<td>Center for Community Asset Building</td>
<td>Dr. Osama Abudayyeh</td>
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<td></td>
<td>Construction Engineering, Materials Engineering, and Industrial Design</td>
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<td>To provide professional development to five school districts in</td>
<td>National Science Foundation</td>
<td>Dr. Kate Kline</td>
<td>$364,267.00</td>
<td>3/31/2001</td>
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<td>southwest Michigan who have adopted the National Science Foundation-</td>
<td>Dr. Theresa Grant</td>
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<td>funded curriculum &quot;Investigations in Number, Data, and Space&quot;</td>
<td>Mathematics and Statistics</td>
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<td>(Continuation)</td>
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<td>To provide substance abuse treatment services for prisoners, parolees,</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson</td>
<td>$264,000.00</td>
<td>1/31/2001</td>
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<tr>
<td>and probationers at selected correctional facilities</td>
<td>Mr. James Kendrick</td>
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<td>(Supplemental)</td>
<td>School of Community Health Services</td>
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<td>To provide daily living, communication, behavior control, and social</td>
<td>Kalamazoo Community Mental Health Services</td>
<td>Ms. Carol Sundberg</td>
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<td>skill services to developmentally disabled adults</td>
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<td>Public Service</td>
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<td>To conduct a postgraduate-level summer institute in American Studies for international professors and scholars (Continuation)</td>
<td>U.S. Department of State</td>
<td>Dr. Katherine Joslin, Dr. Brian Wilson</td>
<td>$175,456.00</td>
<td>3/16/2001</td>
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<tr>
<td>To provide substance abuse treatment services for prisoners, parolees, and probationers at selected correctional facilities (Supplemental)</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson, Mr. James Kendrick</td>
<td>$162,500.00</td>
<td>3/30/2001</td>
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<td>To create an inquiry-based program of study (Continuation)</td>
<td>San Diego State University Foundation</td>
<td>Dr. Robert Poel</td>
<td>$160,095.00</td>
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<td>To provide assistance to businesses in southwest Michigan (New)</td>
<td>U.S. Department of Defense</td>
<td>Mr. Michael Black, Mr. William Cotton</td>
<td>$150,000.00</td>
<td>1/25/2001</td>
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<td>To provide geographic information system, global positioning system, groundwater data handling and other facilitation services to local health departments in Southwest Lower Michigan who are participating in the source water assessment program (Continuation)</td>
<td>Michigan State University</td>
<td>Dr. David Dickason</td>
<td>$72,883.00</td>
<td>4/30/2001</td>
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<td>To provide a two-week summer institute for 25 high school juniors; the students will build and investigate concurrent design, ergonomics, and manufacturing (New)</td>
<td>Kalamazoo Regional Educational Service Agency</td>
<td>Dr. Jorge Rodriguez, Dr. Tycho Fredericks</td>
<td>$35,500.00</td>
<td>4/17/2001</td>
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<tr>
<td>To unite with other Michigan universities to train faculty and integrate academic service-learning into teacher preparation programs (New)</td>
<td>Eastern Michigan University</td>
<td>Dr. Gunilla Holm</td>
<td>$25,000.00</td>
<td>1/4/2001</td>
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<td>To distribute the radio program &quot;Broadway Revisited&quot; to public radio stations nationwide with an option of broadcasting at no charge (New)</td>
<td>Irving S. Gilmore Foundation</td>
<td>Ms. Vickie Langkam</td>
<td>$24,672.00</td>
<td>4/10/2001</td>
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<td><strong>Public Service</strong></td>
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<tr>
<td>To support the publication of books of poetry and fiction written by Michigan authors (New)</td>
<td>Michigan Department of Consumer and Industry Services</td>
<td>Dr. Herbert Scott, English</td>
<td>$24,600.00</td>
<td>1/30/2001</td>
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<tr>
<td>To provide a one-week summer residence institute for 25 high school juniors in which they will build and investigate intelligent robots (New)</td>
<td>Kalamazoo Regional Educational Service Agency</td>
<td>Dr. Frank Severance, Dr. Massood Atashbar, Electrical and Computer Engineering</td>
<td>$20,500.00</td>
<td>4/23/2001</td>
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<tr>
<td>To provide educational programs to professionals working in the field of substance abuse diagnosis, treatment, and prevention (New)</td>
<td>Michigan Department of Community Health</td>
<td>Ms. Cheryl Lay, Division of Continuing Education</td>
<td>$20,000.00</td>
<td>3/15/2001</td>
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<tr>
<td>To plan, conduct and collect evaluation data from a 100+ contact-hour workshop with twenty (20) or more participating elementary teachers with five OPPS modules (New)</td>
<td>Louisiana State University</td>
<td>Dr. Robert Poel, Science Studies</td>
<td>$17,200.00</td>
<td>4/16/2001</td>
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<tr>
<td>To provide supervisory aftercare services for drug- and alcohol-dependent federal offenders (Renewal)</td>
<td>U.S. District Court</td>
<td>Mr. James Kendrick, School of Community Health Services</td>
<td>$15,393.00</td>
<td>3/30/2001</td>
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<tr>
<td>To provide supervisory aftercare services for drug- and alcohol-dependent federal offenders (Continuation)</td>
<td>U.S. District Court</td>
<td>Mr. James Kendrick, School of Community Health Services</td>
<td>$15,118.25</td>
<td>1/31/2001</td>
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<tr>
<td>To enhance the career and technical teacher education (CTE) program at Western Michigan University (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. Carl Woloszyk, Family and Consumer Sciences</td>
<td>$12,578.00</td>
<td>4/11/2001</td>
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<tr>
<td>Public Service</td>
<td>To provide substance abuse treatment services to the cocaine indigent program (Renewal)</td>
<td>Kalamazoo County Human Services Department</td>
<td>Mr. James Kendrick</td>
<td>School of Community Health Services</td>
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<tr>
<td>To provide scoring services for authorized users of the National Association of Secondary School Principals school climate survey and satisfaction survey (Supplemental)</td>
<td>National Association of Secondary School Principals</td>
<td>Dr. Arlen Gullickson</td>
<td>The Evaluation Center</td>
<td>$8,130.00</td>
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<td>To collaborate with Lapeer County ISD to develop and implement a study to assess the impact on teaching and learning of the TALAC program as required by the funding agency (New)</td>
<td>Lapeer County Intermediate School District</td>
<td>Dr. Deanna Draze</td>
<td>Science Studies</td>
<td>$5,000.00</td>
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<tr>
<td>To build a collaborative network of community service-learning partnerships for enhancing the quality of education and the quality of life for residents of Kalamazoo (New)</td>
<td>Kalamazoo Consortium on Higher Education</td>
<td>Dr. Wendy Wintermute</td>
<td>Service Learning Center</td>
<td>$4,500.00</td>
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<tr>
<td>To provide a seminar on ingredients chemistry, pigments, and additives for water based flexo ink formulations; To provide demonstrations on flexo ink systems printing and printability analysis (New)</td>
<td>Grain Processing Corporation</td>
<td>Dr. Alexandra Pekarovicova</td>
<td>Paper and Printing Science and Engineering</td>
<td>$3,600.00</td>
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<tr>
<td>To provide supervisory aftercare services for drug- and alcohol-dependent federal offenders (Supplemental)</td>
<td>U.S. District Court</td>
<td>Mr. James Kendrick</td>
<td>School of Community Health Services</td>
<td>$3,097.00</td>
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<tr>
<td>To provide scoring services for authorized users of the National Association of Secondary School Principals school climate survey and satisfaction survey (Supplemental)</td>
<td>National Association of Secondary School Principals</td>
<td>Dr. Arlen Gullickson</td>
<td>The Evaluation Center</td>
<td>$3,065.00</td>
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<td>To provide scoring services for authorized users of the National Association of Secondary School Principals school climate survey and satisfaction survey (Supplemental)</td>
<td>National Association of Secondary School Principals</td>
<td>Dr. Arlen Gullickson</td>
<td>The Evaluation Center</td>
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<td><strong>Public Service</strong></td>
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<tr>
<td>To provide scoring services for authorized users of the National Association of Secondary School Principals school climate survey and satisfaction survey (Supplemental)</td>
<td>National Association of Secondary School Principals</td>
<td>Dr. Arlen Gullickson</td>
<td>$2,580.00</td>
<td>4/28/2001</td>
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<tr>
<td>To develop and revise a database structure and modify report formats for the foster parent home mentoring program (Continuation)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell Bleyer</td>
<td>$2,544.00</td>
<td>1/31/2001</td>
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<tr>
<td>To offer an interdisciplinary study program that will provide a fully simulated engineering environment and a competitive opportunity to explore how design, technology, and human factors can impact the concurrent engineering process (Supplemental)</td>
<td>Kalamazoo Regional Educational Service Agency</td>
<td>Dr. Robert Leneway</td>
<td>$2,200.00</td>
<td>3/28/2001</td>
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<tr>
<td>To establish a health resources area at Pathways Clubhouse, which is a psychosocial rehabilitation program, where senior level nursing students will provide members with health information and assessments (New)</td>
<td>Greater Kalamazoo United Way</td>
<td>Ms. Ellen Van Arsdale</td>
<td>$2,000.00</td>
<td>4/10/2001</td>
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<tr>
<td>To develop a database structure and report formats for the home mentoring program (Supplemental)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell Bleyer</td>
<td>$2,000.00</td>
<td>1/30/2001</td>
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<td>SAMPI will deliver a two-day professional development session on classroom observation on-site at McREL during the period of October 25-27 (New)</td>
<td>Mid-continent Research for Education and Learning (McREL)</td>
<td>Dr. Mark Jenness</td>
<td>$1,960.00</td>
<td>3/19/2001</td>
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<td>To provide substance abuse consultation services to the enhanced maternal support services program (Renewal)</td>
<td>Kalamazoo County Human Services Department</td>
<td>Mr. James Kendrick</td>
<td>$1,500.00</td>
<td>1/31/2001</td>
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<td>To provide an on-site individualized program of professional development (Supplemental)</td>
<td>Benton Harbor Area School District</td>
<td>Dr. Regena Fails Nelson</td>
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<td>Public Service</td>
<td>JHA Simulations, Inc.</td>
<td>Dr. Peter Parker&lt;br&gt;Paper and Printing Science and Engineering</td>
<td>$484.00</td>
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<td>To provide consulting on computer</td>
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<td>code development, computer code</td>
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<td>debugging, and code documentation</td>
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<td>(Supplemental)</td>
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<td><strong>TOTAL PUBLIC SERVICE</strong></td>
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<td>Academic Support</td>
<td>U.S. Department of Education</td>
<td>Dr. F. William McCarty&lt;br&gt;Dean's Office, Haworth College of Business&lt;br&gt;Dr. Hideko Abe&lt;br&gt;Asian and Middle Eastern Languages</td>
<td>$60,000.00</td>
<td>4/17/2001</td>
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<td>To support curriculum development,</td>
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<td>faculty development and student/community activities to promote greater study of the Japanese language and increased awareness and understanding of Japan's cultural and business environment (New)</td>
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<td>To provide 20 licenses of QEDesign 1000 software package and 20 code generator software (New)</td>
<td>Momentum Data Systems</td>
<td>Dr. Ikhlas Abdel-Qader&lt;br&gt;Dr. Hossein Mousavinezhad&lt;br&gt;Electrical and Computer Engineering</td>
<td>$22,900.00</td>
<td>2/19/2001</td>
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<td><strong>TOTAL ACADEMIC SUPPORT</strong></td>
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<td><strong>$82,900.00</strong></td>
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<td>Student Services</td>
<td>Michigan Department of Community Health</td>
<td>Mr. Victor Manzon&lt;br&gt;Office of the Vice President for Student Affairs</td>
<td>$30,000.00</td>
<td>2/15/2001</td>
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<td>To implement a social mentoring</td>
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<td>program as a means of reducing</td>
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<td>underage and excessive drinking</td>
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<td>among first year students (New)</td>
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<td>To create a web-based resource to</td>
<td>Michigan Campus Compact</td>
<td>Ms. Kristi Zimmerman-Prost&lt;br&gt;Lee Honors College</td>
<td>$2,496.00</td>
<td>4/12/2001</td>
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<tr>
<td>inform WMU students, faculty and</td>
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<td>staff about community volunteer</td>
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<td>opportunities and needs (New)</td>
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<td><strong>Scholarships and Fellowships</strong></td>
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<td>To provide doctoral fellowships to underrepresented students (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. William Wiener, Ms. Griselda Daniel, The Graduate College</td>
<td>$98,166.42</td>
<td>1/12/2001</td>
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<td>To support graduate social work students through a scholarship fund in memory of a former student (New)</td>
<td>W.K. Kellogg Foundation</td>
<td>Dr. Earlie Washington, School of Social Work</td>
<td>$18,000.00</td>
<td>3/28/2001</td>
</tr>
<tr>
<td>To provide doctoral fellowships to underrepresented doctoral students (New)</td>
<td>Michigan Department of Education</td>
<td>Ms. Griselda Daniel, The Graduate College</td>
<td>$6,082.00</td>
<td>1/13/2001</td>
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<tr>
<td><strong>TOTAL SCHOLARSHIPS AND FELLOWSHIPS</strong></td>
<td></td>
<td></td>
<td>$122,248.42</td>
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<td><strong>TOTAL GRANTS AWARDED</strong></td>
<td></td>
<td></td>
<td>$13,306,033.35</td>
<td></td>
</tr>
</tbody>
</table>
PERSONNEL REPORT

Administrative Appointments
William Cobern, Professor and Associate Dean for Academic Programs, College of Education, effective July 1, 2001.

Linda Delene, Vice Provost for Academic Planning and Assessment, Office of the Provost and Vice President for Academic Affairs, effective February 5, 2001

Leonard Ginsberg, Associate Dean and Interim Director of the Institute for Science Education, effective July 1, 2001.

Marion Gray, Professor and Chair, Department of History, effective July 1, 2001.

Bassam Harik, Associate Professor and Chair, Department of Economics, effective July 1, 2001.

Daniel Mihalko, Professor and Chair, Department of Statistics, effective July 1, 2001.

Nina Nelson, Professor and Chair, Department of Dance, effective July 1, 2001 through June 30, 2002.

Roman Rabiej, Professor and Chair, Department of Construction Engineering, Materials Engineering, and Industrial Design, effective July 1, 2001 through June 30, 2002.

Edmund Tsang, Associate Professor and Associate Dean, Undergraduate Programs and Assessment, College of Engineering and Applied Sciences, effective July 1, 2001.

Benjamin Wilson, Professor and Interim Director, Department of Black Americana Studies, effective January 1, 2001 through June 30, 2002.

Brian Wilson, Associate Professor and Chair, Department of Comparative Religion, effective July 1, 2001.

Administrative Leaves
E. Thomas Lawson, Professor and Chair, Department of Comparative Religion, effective July 1, 2001 through June 30, 2002.

Werner Sichel, Professor and Chair, Department of Economics, effective August 6, 2001 through April 14, 2002.
Return to Faculty
Jane Baas, Associate Professor, Department of Dance, effective August 6, 2001.

Norman Kiracofe, Professor, Department of Counselor Education and Counseling Psychology, effective December 11, 2000.

E. Thomas Lawson, Professor, Department of Comparative Religion, effective August 5, 2002.

Werner Sichel, Professor, Department of Economics, effective August 5, 2002.

Resignation – Administrative

Appointments - With Tenure
Michael Barcelona, Professor, Department of Chemistry, effective May 1, 2001.

Edmund Tsang, Associate Professor, Department of Mechanical and Aeronautical Engineering, effective July 1, 2001.

Appointments - Tenure Track
Phyllis Belt-Beyan, Assistant Professor, Department of Teaching, Learning and Leadership, effective August 6, 2001.


Kuanchin Chen, Assistant Professor, Department of Business Information Systems, effective August 6, 2001.

Sue Christian, Assistant Professor, Department of Communication, effective August 6, 2001.

Stephen Craig, Assistant Professor, Department of Counselor Education and Counseling Psychology, effective December 11, 2000.

Cheryle Crawford, Assistant Professor, Department of Teaching, Learning and Leadership, effective August 6, 2001.

Josephine Davis, Assistant Professor, Department of Teaching, Learning and Leadership, effective August 6, 2001.

Jennifer Ellis, Instructor, Department of Communication, effective August 6, 2001.
Appointments – Tenure Track – (Continued)
Marcia Fetters, Assistant Professor, Department of Teaching, Learning and Leadership, effective August 6, 2001.

David Huffman, Assistant Professor, Department of Chemistry, effective August 6, 2001.

Mitch Kachun, Assistant Professor, Department of History, effective August 6, 2001.

Michael Kinyon, Associate Professor, Department of Mathematics, effective August 6, 2001.

Tetyana Koshmanova, Assistant Professor, Department of Teaching, Learning and Leadership, effective December 10, 2001.

David Kutzko, Assistant Professor, Department of Foreign Languages and Literatures, effective August 6, 2001.

Chantel Lumpkin, Instructor, Department of Family and Consumer Sciences, effective August 6, 2001.

Christopher Nagle, Instructor, Department of English, effective August 6, 2001.

L. Jawahar Nesan, Assistant Professor, Department of Construction Engineering, Materials Engineering and Industrial Design, effective April 30, 2001.

Carolyn Podruchny, Assistant Professor, Department of History, effective August 6, 2001.

Sue Poppink, Assistant Professor, Department of Teaching, Learning and Leadership, effective August 6, 2001.

Adam Sabra, Assistant Professor, Department of History, effective August 5, 2002.

Abhay Sharma, Associate Professor, Department of Paper and Printing Science and Engineering, effective April 2, 2001.

Brent Smith, Instructor, School of Public Affairs and Administration, effective August 6, 2001.

Christina Stamper, Assistant Professor, Department of Management, effective August 6, 2001.

Pamela Stone, Assistant Professor, Department of Anthropology, effective August 6, 2001.
Appointments – Tenure Track – (Continued)
Brian Tripp, Assistant Professor, Department of Biological Sciences, effective August 6, 2001.

Karen Van Deusen, Assistant Professor, School of Social Work, effective August 6, 2001.

Bret Wagner, Assistant Professor, Department of Management, effective August 6, 2001.

Teresa Walton, Assistant Professor, Department of Educational Studies, effective August 6, 2001.

Reappointments - Term
Elizabeth Amidon, Assistant Professor, Department of English, effective August 6, 2001 through August 4, 2002.

Mary Ann Babcock, Instructor, Department of Statistics, effective August 6, 2001 through August 4, 2002.

Jennifer Daniels, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Sheila Eisenhauer, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Scott Friesner, Instructor, Department of English, effective August 6, 2001 through August 4, 2002.

Erin Hart, Instructor, Department of English, effective August 6, 2001 through August 4, 2002.

Loren Heun, Instructor, Department of Statistics, effective August 6, 2001 through August 4, 2002.

Cheryl Lyon-Jenness, Assistant Professor, Department of History, effective August 6, 2001 through August 4, 2002.

Paul Manoguerra, Assistant Professor, Department of Art, effective August 6, 2001 through August 4, 2002.

Stephen Ohs, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Judith Rypma, Instructor, Department of English, effective August 6, 2001 through August 4, 2002.
Reappointments – Term – (Continued)
Greg Smith, Assistant Professor, Department of English, effective August 6, 2001 through August 4, 2002.

J. Kelli Sweet, Instructor, Department of History, effective August 6, 2001 through August 4, 2002.

Richard Tierney, Assistant Professor, Department of Philosophy, effective August 6, 2001 through August 4, 2002.

Appointments – Term
Michael Mamo, Assistant Professor, Department of Economics, effective August 6, 2001 through August 4, 2002.

Jerry McLaughlin, Assistant Professor, Department of Counselor Education and Counseling Psychology, December 11, 2000 through August 4, 2002.

Kathy Onderlinde, Instructor, Department of Biological Sciences, effective August 6, 2001 through August 4, 2002.

Samuel Pavel, Assistant Professor, Department of Economics, effective August 6, 2001 through August 4, 2002.

Edward Van Wesep, Instructor, Department of Economics, effective August 6, 2001 through August 4, 2002.

Rebecca Walker, Assistant Professor, Department of Mathematics and Statistics, effective, September 4, 2000 through August 31, 2001.

Change of Department Affiliation
Due to the split of the Department of Mathematics and Statistics the following faculty will now be affiliated with the Department of Mathematics and the Department of Statistics, effective July 1, 2001.

The following faculty will hold appointments in the Department of Mathematics:
Christine Browning, Professor
Dwayne Channell, Professor
Gary Chartrand, Professor
Clifton Ealy, Professor
Paul Eenigenburg, Professor
Theresa Grant, Assistant Professor
Christian Hirsch, Professor
Terrell Hodge, Assistant Professor
Kate Kline, Assistant Professor
Robert Laing, Professor
The following faculty will hold appointments in the Department of Mathematics (Continued):
Yuri Ledyaev, Professor
Niloufer Mackey, Associate Professor
John Martino, Associate Professor
Tabitha Mingus, Assistant Professor
Annegret Paul, Assistant Professor
Dennis Pence, Associate Professor
Srdjan Petrovic, Assistant Professor
Michael Raines, Assistant Professor
Allen Schwenk, Professor
Michael Slack, Associate Professor
Jay Treiman, Professor
Laura Van Zoest, Associate Professor
Arthur White, Professor
Jay Wood, Professor and Chair
Ping Zhang, Associate Professor
Qiji (Jim) Zhu, Associate Professor
Steven Ziebarth, Assistant Professor

The following faculty will hold appointments in the Department of Statistics:
Robert Buck, Assistant Professor
Daniel Mihalko, Professor and Chair
Joseph McKean, Professor
Magdalena Niewiadomska-Bugaj, Assistant Professor (Beginning 8/6/01)
Joshua Naranjo, Associate Professor
Gerald Sievers, Professor
Michael Stoline, Professor
Jung Chao Wang, Associate Professor

The Department of Computer Science will move from the College of Arts and Sciences to the College of Engineering and Applied Sciences. The following faculty will hold appointments in the College of Engineering and Applied Sciences:
Rajeev Agrawal, Instructor
Elise de Doncker, Professor
Ajay Gupta, Professor
Donna Kaminski, Associate Professor
John Kapenga, Associate Professor
Karlis Kaugars, Assistant Professor
Mark Kerstetter, Associate Professor
Konstantinos Kokkinos, Instructor
Dionysios Kountanis, Associate Professor
Ronald Miller, Assistant Academic Career Specialist
Mukesh Mohania, Assistant Professor
Donald Nelson, Associate Professor
The Department of Computer Science will move from the College of Arts and Sciences to the College of Engineering and Applied Sciences. The following faculty will hold appointments in the College of Engineering and Applied Sciences (Continued):

Thomas Piatkowski, Professor
Ben Pinkowski, Professor
Robert Trenary, Associate Professor
Kenneth Williams, Professor
Li Yang, Assistant Professor

The following faculty will move from the Department of English to the Department of Communication:

JoNina Abron, Associate Professor
Jocelyn Steinke, Associate Professor
Richard Junger, Associate Professor

Reappointments - Adjunct

Garrett Boersma, Adjunct Professor, Department of Educational Studies, effective June 1, 2001 through May 31, 2004.

Gilbert Carde, Adjunct Assistant Professor, School of Social Work, effective June 1, 2001 through May 31, 2004.

Prentiss Jones, Adjunct Assistant Professor, School of Community Health Services, effective June 1, 2001 through May 31, 2004.

Darryl Loiacano, Adjunct Assistant Professor, School of Social Work, effective June 1, 2001 through May 31, 2004.

Michael Monfore, Adjunct Assistant Professor, Department of Industrial and Manufacturing Engineering, effective June 1, 2001 through May 31, 2004.

Christopher O’Leary, Adjunct Associate Professor, Department of Economics, effective June 1, 2001 through May 31, 2004.

Thomas Pasco, Adjunct Assistant Professor, School of Community Health Services, effective June 1, 2001 through May 31, 2004.

Dennis Shouse, Adjunct Assistant Professor, School of Community Health Services, effective June 1, 2001 through May 31, 2004.

Robert Yesner, Adjunct Associate Professor, School of Social Work, effective June 1, 2001 through May 31, 2004.

Charles Zhang, Adjunct Professor, Department of Finance and Commercial Law, effective June 1, 2001 through May 31, 2004.
Appointments - Adjunct
Robb Gillespie, Adjunct Assistant Professor, Department of Geosciences, effective June 1, 2001 through May 31, 2004.

Wallace Gunderson, Adjunct Professor, Department of Educational Studies, effective June 1, 2001 through May 31, 2004.

Angela Janik, Adjunct Instructor, WMU Bronson School of Nursing, effective June 1, 2001 through May 31, 2004.

Hugo Kanitz, Adjunct Professor, School of Community Health Services, effective June 1, 2001 through May 31, 2004.

Jennifer Spengler, Adjunct Assistant Professor, Department of Occupational Therapy, effective June 1, 2001 through May 31, 2004.

Reappointment - Academic Career Specialist
Laurie Hays, Instructor Academic Career Specialist, Department of Accountancy, effective August 6, 2001 through August 3, 2003.

Appointments – Academic Career Specialist

Teresa Crumpton, Assistant Academic Career Specialist, Department of Speech Pathology and Audiology, effective December 11, 2000 through April 27, 2002.

Mervyn Elliot, Assistant Academic Career Specialist, College of Aviation, effective January 1, 2001.

Ako Fukushima, Instructor Academic Career Specialist, Department of Asian and Middle Eastern Languages, effective February 19, 2001 through December 10, 2001.

Kathi Fuller, Assistant Academic Career Specialist, School of Community Health Services, effective December 11, 2000 through June 30, 2001.

Martin Grant, Assistant Academic Career Specialist, College of Aviation, effective January 1, 2001.


Appointments – Academic Career Specialist – (Continued):

Michael Ludwiczak, Assistant Academic Career Specialist, College of Aviation, effective January 1, 2001.

Dennis McFall, Assistant Academic Career Specialist, College of Aviation, effective January 1, 2001.

Ken Miles, Instructor Academic Career Specialist, College of Aviation, effective September 18, 2000 through June 30, 2003.

Mark Murphy, Assistant Academic Career Specialist, College of Aviation, effective January 1, 2001.

Mariola Perez de la Cruz, Assistant Academic Career Specialist, Department of Foreign Languages and Literatures, effective August 6, 2001.

Gilbert Sinclair, Assistant Academic Career Specialist, College of Aviation, effective January 1, 2001.

Peter Waters, Instructor Academic Career Specialist, College of Aviation, effective October 4, 2000 through June 30, 2003.

Resignations

A.J. Cataldo, Assistant Professor, Department of Accountancy, effective April 15, 2001.

Melissa Gibson, Assistant Professor, Department of Communication, effective August 5, 2001.

Anna Liesl Haas, Assistant Professor, Department of Political Science, effective August 5, 2001.

Yi-Ping Liu, Assistant Professor, Department of Chemistry, effective May 14, 2001.

Michael Slack, Associate Professor, Department of Mathematics and Statistics, effective August 5, 2001.

Retirements with Emeriti Status

Raymond Alie, Department of Management, Professor Emeritus of Management, effective June 30, 2001.

Dale Brethower, Department of Psychology, Professor Emeritus of Psychology, effective December 30, 2001.

Mary Anne Bunda, Department of Educational Studies, Professor Emerita of Educational Studies, effective January 1, 2002.
Retirements with Emeriti Status – (Continued)
Loren Crane, Department of Communication, Associate Professor Emeritus of Communication, effective December 31, 2001.

Ronald Crowell, Department of Teaching, Learning and Leadership, Associate Professor Emeritus of Teaching, Learning and Leadership, effective January 1, 2002.

Robert Eisenberg, Department of Biological Sciences, Professor Emeritus of Biological Sciences, effective April 21, 2001.

Dean Kaul, Department of Physics, Associate Professor Emeritus of Physics, effective December 31, 2001.

Thomas Pagel, Department of Communication, Associate Professor Emeritus of Communication, effective January 2, 2002.

Thomas Seiler, Department of English and Department of Medieval Studies, Professor Emeritus of English and Medieval Studies, effective January 1, 2002.

Nancy Steinhaus, Department of Family and Consumer Sciences, Associate Professor Emerita of Family and Consumer Sciences, effective January 2, 2002.

Ralph Steinhaus, Department of Chemistry, Professor Emeritus of Chemistry, effective January 2, 2002.

Morton Wagenfeld, Department of Sociology and School of Community Health Services, Professor Emeritus of Sociology and Community Health Services, effective January 1, 2002.

Promotion
Thomas Amos, Professor, University Libraries, effective January 8, 2001.

Professional Development Leave
Barbara Brotherton, Associate Professor, Department of Art, effective August 6, 2001 through August 4, 2002.

NON-ACADEMIC
Appointment

Professional Development Leave
Retirements
William Cotton, Director, Business Development Services, Haworth College of Business, effective March 6, 2001.

Robert Donewald, Special Assistant to Director, Intercollegiate Athletics, effective May 1, 2001.


Kay Yeckley, Office Coordinator, Department of Art, effective June 30, 2001.

5/22/01-9:30am
Western Michigan University
Board of Trustees
Academic and Student Affairs Committee

Curriculum Transfer and Change in Program Name

Background

The move of the African Studies major and minor to Black Americana Studies and the renaming of that unit to Africana Studies reflects a trend seen at many other universities. It also reflects the recognition that understanding Americans of African descent requires understanding ties to Africa and that understanding Africa requires understanding the forced relocation of African peoples as a result of slavery. Accordingly, putting these two programs in the same academic unit is appropriate, and it is appropriate to change the name of the unit to Africana Studies.

There are no changes to graduation requirements for either program, and there are no changes to course offerings created by this proposal.

There are no new resource requirements created by this proposal.

Recommended Motion

It is recommended that the Board of Trustees approve moving the Africana Studies major and minor from the Diether H. Haenicke Institute for International and Area Studies to Black Americana Studies and that the Black Americana Studies program be renamed Africana Studies.
Department changes to Institute

Background

The Department of Science Studies will become the Institute for Science Education. The Department of Science Studies has elementary education and graduate education courses, while secondary education programs for science are found in the traditional science departments. Changes in Michigan's secondary education standards have made it increasingly important to have science educators within the science departments. The formation of an institute would allow the placement of science education faculty into their respective science departments, retain the graduate program within the Institute, retain the in-service program and develop a science education coordinating function. The Institute for Science Education therefore will have four components:

- Graduate programs leading to Master of Arts and Doctor of Philosophy in Science Education
- Coordination of undergraduate programs as part of the elementary education Math/Science Minor
- In-service workshops and educational opportunities for area teachers coordinated by the Center for Science Education
- Science and Mathematics Program Improvement (SAMPI) which conducts client-centered, user-friendly evaluations, program development projects and technical assistance.

No new resources are required to accomplish this change.

Recommended Motion

It is recommended that the Board of Trustees approve the change of the Department of Science Studies to the Institute for Science Education effective July 1, 2001.
AGENDA

I. ACTION ITEMS

1. Approval of the Minutes of the January 19, 2001 Committee Meeting
   Haworth

2. Gift Report
   Bender

3. Personnel Report
   Beam/Bender

4. Revised WMU Foundation Bylaws
   Bender

5. Transfer of Property
   Beam

6. Urban Cooperation Agreement
   Beam

7. Confirmation and Ratification of Business Technology and Research Park Real Estate Transactions
   Floyd/Miller

8. Vehicle Registration Rates
   Beam

9. Continuing Education Tuition Rates
   Walker

10. Fall Semester 2001 Tuition Schedule
    Floyd/Honsberger

11. Student Room and Board and Apartment Rental Rates for 2001/02
    Powell

II. INFORMATIONAL ITEMS

12. Scope of 2001 External Audit
    Beam

13. Operating Cash Report
    Beam

14. Annuity and Life Income Funds Report
    Beam
APPROVAL OF THE MINUTES OF THE JANUARY 19, 2001 COMMITTEE MEETING
Western Michigan University
Board of Trustees
Budget and Finance Committee

GIFT REPORT

Background

This report includes activity for the months of November, December, January, February, March and April. The year-to-date total for current and deferred gifts is $14,664,022. This represents an increase of $2,144,774 over last fiscal year. Information regarding major gifts is provided.

Recommended Motion

It is recommended that this gift report including activity for November, December, January, February, March and April be approved.
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

WMUF CASH GIFTS:

<table>
<thead>
<tr>
<th></th>
<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$137,174</td>
<td>$159,277</td>
<td>$(22,103)</td>
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<tr>
<td>Individual Friends</td>
<td>$98,964</td>
<td>$96,591</td>
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<td>Corporations/Foundations/Other Orgns</td>
<td>$187,448</td>
<td>$23,679</td>
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<td>Estate Gifts</td>
<td>$30,405</td>
<td>$100,000</td>
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CURRENT CASH GIFTS

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<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>$453,991</td>
<td>$379,547</td>
<td>$74,444</td>
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DEFERRED GIFTS: Charitable remainder trusts and annuities (shown at fair market value)

Net present value as of date of gift:
FY 2000: $33,251
FY 2001: $82,912

<table>
<thead>
<tr>
<th></th>
<th>FY2000: $33,251</th>
<th>FY2001: $82,912</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>78,989</td>
<td>96,066</td>
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<tr>
<td></td>
<td>142,989</td>
<td>106,068</td>
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SUBTOTAL-CURRENT CASH & DEFERRED GIFTS

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<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
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<tr>
<td></td>
<td>$532,980</td>
<td>$475,615</td>
<td>$57,365</td>
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<td></td>
<td>$4,768,482</td>
<td>$4,304,969</td>
<td>$463,513</td>
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NON-CASH GIFTS:

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<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
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<td></td>
<td>$107,775</td>
<td>$28,312</td>
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<td></td>
<td>784,630</td>
<td>558,702</td>
<td>225,928</td>
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SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION

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<tr>
<th></th>
<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
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<tr>
<td></td>
<td>$640,755</td>
<td>$303,927</td>
<td>$138,828</td>
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<td></td>
<td>$5,553,112</td>
<td>$4,863,671</td>
<td>$689,441</td>
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PAPER TECHNOLOGY FOUNDATION

Cash Gifts:

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<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
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<tr>
<td></td>
<td>$109,043</td>
<td>$351,150</td>
<td>$(242,107)</td>
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<tr>
<td></td>
<td>218,378</td>
<td>406,895</td>
<td>(188,517)</td>
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Non-Cash Gifts:

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<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
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<td></td>
<td>$48,700</td>
<td>$48,700</td>
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SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.

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<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
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<tbody>
<tr>
<td></td>
<td>$109,043</td>
<td>$351,150</td>
<td>$(242,107)</td>
</tr>
<tr>
<td></td>
<td>$267,078</td>
<td>$406,895</td>
<td>$(139,817)</td>
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TOTAL GIFTS

<table>
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<tr>
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<th>November 2000</th>
<th>November 1999</th>
<th>Over (Under)</th>
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<td>$749,798</td>
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<td></td>
<td>$5,620,190</td>
<td>$5,270,556</td>
<td>$349,624</td>
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</table>
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

WMUF CASH GIFTS:

<table>
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<tr>
<th></th>
<th>December 2000</th>
<th>December 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$490,607</td>
<td>$263,669</td>
<td>$126,939</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>482,386</td>
<td>501,011</td>
<td>(18,625)</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>3,390,189</td>
<td>1,475,765</td>
<td>1,914,423</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>110,554</td>
<td>1,389,101</td>
<td>(1,272,547)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$4,473,736</td>
<td>$3,723,545</td>
<td><strong>$750,190</strong></td>
</tr>
</tbody>
</table>

CURRENT CASH GIFTS

DEFERRED GIFTS: Charitable remainder trusts and annuities (shown at fair market value)

Net present value as of date of gift.
FY 2000 $33,251
FY 2001 $82,812

<table>
<thead>
<tr>
<th></th>
<th>December 2000</th>
<th>December 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>30,000</td>
<td>10,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>172,989</td>
<td>116,068</td>
<td>56,921</td>
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<tr>
<td><strong>Total</strong></td>
<td>$4,503,736</td>
<td>$3,733,545</td>
<td><strong>$770,190</strong></td>
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SUBTOTAL-CURRENT CASH & DEFERRED GIFTS

NON-CASH GIFTS:

<table>
<thead>
<tr>
<th></th>
<th>December 2000</th>
<th>December 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>76,709</td>
<td>1,584,409</td>
<td>(1,507,700)</td>
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<tr>
<td><strong>Total</strong></td>
<td>$4,580,445</td>
<td>$5,317,955</td>
<td><strong>$737,510</strong></td>
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SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION

PAPER TECHNOLOGY FOUNDATION

<table>
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<tr>
<th></th>
<th>December 2000</th>
<th>December 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Gifts:</td>
<td>60,721</td>
<td>369,994</td>
<td>(308,263)</td>
</tr>
<tr>
<td>Non-Cash Gifts</td>
<td>279,099</td>
<td>775,879</td>
<td>(496,780)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$327,799</td>
<td>$775,879</td>
<td><strong>$448,080</strong></td>
</tr>
</tbody>
</table>

SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.

TOTAL GIFTS

<table>
<thead>
<tr>
<th></th>
<th>December 2000</th>
<th>December 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$4,641,186</td>
<td>$5,685,939</td>
<td><strong>$1,045,753</strong></td>
</tr>
</tbody>
</table>

**Year-to-date**

<table>
<thead>
<tr>
<th></th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$1,037,577</td>
<td>$846,715</td>
<td><strong>$190,862</strong></td>
</tr>
<tr>
<td>Individual Friends</td>
<td>1,055,292</td>
<td>940,626</td>
<td>124,666</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>5,056,120</td>
<td>3,619,836</td>
<td>2,036,284</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>1,336,246</td>
<td>2,515,270</td>
<td>(1,177,030)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$9,099,229</strong></td>
<td><strong>$7,922,447</strong></td>
<td><strong>$1,176,782</strong></td>
</tr>
</tbody>
</table>

**Over (Under)**

<table>
<thead>
<tr>
<th></th>
<th>December 2000</th>
<th>December 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$9,272,218</td>
<td>$8,038,515</td>
<td><strong>$1,233,703</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$60,721</td>
<td>$775,879</td>
<td>(1,281,772)</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>368,984</td>
<td>(308,263)</td>
<td>48,700</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>279,099</td>
<td>48,700</td>
<td>(128,399)</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>48,700</td>
<td>-</td>
<td>48,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$327,799</td>
<td>$775,879</td>
<td><strong>$448,080</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$10,133,557</td>
<td>$10,181,626</td>
<td>(48,069)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$327,799</td>
<td>$775,879</td>
<td><strong>$1,176,782</strong></td>
</tr>
</tbody>
</table>

TOTAL GIFTS

<table>
<thead>
<tr>
<th></th>
<th>December 2000</th>
<th>December 1999</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$10,661,356</td>
<td>$10,957,505</td>
<td><strong>$396,149</strong></td>
</tr>
</tbody>
</table>
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

WMUF CASH GIFTS:

<table>
<thead>
<tr>
<th></th>
<th>January 2001</th>
<th>January 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$49,554</td>
<td>$68,599</td>
<td>$19,045</td>
<td>$1,087,131</td>
<td>$915,314</td>
<td>$171,817</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>1,042,010</td>
<td>618,241</td>
<td>423,769</td>
<td>2,107,392</td>
<td>1,558,857</td>
<td>548,435</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>22,423</td>
<td>313,218</td>
<td>(290,795)</td>
<td>5,680,543</td>
<td>3,933,054</td>
<td>1,747,489</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>-</td>
<td>59,020</td>
<td>(59,020)</td>
<td>1,338,240</td>
<td>2,574,230</td>
<td>(1,236,050)</td>
</tr>
<tr>
<td><strong>CURRENT CASH GIFTS</strong></td>
<td><strong>$1,113,987</strong></td>
<td><strong>$1,059,078</strong></td>
<td><strong>$54,909</strong></td>
<td><strong>$10,213,216</strong></td>
<td><strong>$8,981,525</strong></td>
<td><strong>$1,231,691</strong></td>
</tr>
</tbody>
</table>

DEFERRED GIFTS: Charitable remainder trusts and annuities (shown at fair market value)

<table>
<thead>
<tr>
<th></th>
<th>January 2001</th>
<th>January 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
</table>
| Net present value as of date of gift
  FY 2000 $38,905 |
  FY 2001 $178,725 |

**SUBTOTAL-CURRENT CASH & DEFERRED GIFTS**

<table>
<thead>
<tr>
<th></th>
<th>January 2001</th>
<th>January 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$1,245,562</strong></td>
<td><strong>$1,059,078</strong></td>
<td><strong>$186,484</strong></td>
<td><strong>$10,517,780</strong></td>
<td><strong>$8,097,593</strong></td>
<td><strong>$1,429,187</strong></td>
<td></td>
</tr>
</tbody>
</table>

NON-CASH GIFTS:

<table>
<thead>
<tr>
<th></th>
<th>January 2001</th>
<th>January 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION</strong></td>
<td><strong>$1,507,579</strong></td>
<td><strong>$1,089,023</strong></td>
<td><strong>$417,956</strong></td>
<td><strong>$11,641,135</strong></td>
<td><strong>$11,271,249</strong></td>
<td><strong>$369,887</strong></td>
</tr>
</tbody>
</table>

PAPER TECHNOLOGY FOUNDATION

<table>
<thead>
<tr>
<th></th>
<th>January 2001</th>
<th>January 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Gifts:</td>
<td>84,568</td>
<td>81,908</td>
<td>2,570</td>
<td>363,667</td>
<td>857,877</td>
<td>(494,210)</td>
</tr>
<tr>
<td>Non-Cash Gifts:</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>48,700</td>
<td>-</td>
<td>48,700</td>
</tr>
<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.</strong></td>
<td><strong>$84,568</strong></td>
<td><strong>$81,908</strong></td>
<td><strong>$2,570</strong></td>
<td><strong>$412,367</strong></td>
<td><strong>$857,877</strong></td>
<td><strong>(445,510)</strong></td>
</tr>
</tbody>
</table>

**TOTAL GIFTS**

<table>
<thead>
<tr>
<th></th>
<th>January 2001</th>
<th>January 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$1,592,147</strong></td>
<td><strong>$1,171,821</strong></td>
<td><strong>$420,526</strong></td>
<td><strong>$12,053,503</strong></td>
<td><strong>$12,129,126</strong></td>
<td><strong>(75,623)</strong></td>
<td></td>
</tr>
</tbody>
</table>
# Gifts Received

**Western Michigan University**

## Gifts Received

### WMUF Cash Gifts:
- **Alumni**
  - $110,691
  - $72,232
  - $38,386
  - $1,197,732
  - $987,546
  - $210,186
- **Individual Friends**
  - 2,127,290
  - 31,421
  - 2,095,859
  - 4,234,592
  - 1,590,266
  - 2,644,304
- **Corporations/Foundations/Other Orgns**
  - 101,041
  - 937,622
  - 836,561
  - 5,781,583
  - 4,870,576
  - 910,907
- **Estate Gifts**
  - 1,000
  - 500
  - 500
  - 1,339,240
  - 2,574,750
  - (1,235,550)

### Deferred Gifts: Charitable remainder trusts and annuities (shown at fair market value)

<table>
<thead>
<tr>
<th>Year-to-date</th>
<th>Year-to-date</th>
<th>Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMUF Foundation</td>
<td>WMUF Foundation</td>
<td>WMUF Foundation</td>
</tr>
<tr>
<td>2000-01</td>
<td>2000-01</td>
<td>2000-01</td>
</tr>
<tr>
<td>$38,905</td>
<td>$178,726</td>
<td>$12,553,147</td>
</tr>
<tr>
<td>$2,339,932</td>
<td>$1,041,775</td>
<td>$12,553,147</td>
</tr>
<tr>
<td>$2,379,298</td>
<td>$1,052,767</td>
<td>$12,553,147</td>
</tr>
<tr>
<td>$ 304,554</td>
<td>$ 116,066</td>
<td>$ 183,456</td>
</tr>
</tbody>
</table>

### Subtotal - Current Cash & Deferred Gifts

- **2001**
  - $2,339,932
  - $1,041,775
  - $1,298,157
  - $12,553,147
  - $10,023,300
  - $2,629,847

### Non-Cash Gifts:

### Subtotal - Gifts Received by WMU Foundation

<table>
<thead>
<tr>
<th>Year-to-date</th>
<th>Year-to-date</th>
<th>Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>WMUF Foundation</td>
<td>WMUF Foundation</td>
<td>WMUF Foundation</td>
</tr>
<tr>
<td>2000-01</td>
<td>2000-01</td>
<td>2000-01</td>
</tr>
<tr>
<td>$72,622</td>
<td>$4,234,592</td>
<td>$1,197,732</td>
</tr>
<tr>
<td>$67,179</td>
<td>$863,320</td>
<td>$1,383,710</td>
</tr>
<tr>
<td>$434,989</td>
<td>$863,320</td>
<td>$1,383,710</td>
</tr>
</tbody>
</table>

### Paper Technology Foundation

<table>
<thead>
<tr>
<th>Cash Gifts</th>
<th>Non-Cash Gifts</th>
<th>Subtotal - Gifts Received by Paper Tech. FDN</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,379,298</td>
<td>$67,179</td>
<td>$434,989</td>
</tr>
<tr>
<td>$863,320</td>
<td>$1,197,732</td>
<td>$1,383,710</td>
</tr>
</tbody>
</table>

### Total Gifts

- **2001**
  - $2,451,920
  - $1,066,210
  - $1,383,710
  - $14,505,422
  - $13,187,336
  - $1,318,086

- **2000**
  - $72,232
  - $5,443
  - $87,679
  - $2,084,592
  - $1,590,266
  - $514,326

- **Over (Under)**
  - $2,818
  - $69,804
  - $863,320
  - $486,835
  - $116,504
  - $(378,331)
<table>
<thead>
<tr>
<th></th>
<th>March 2001</th>
<th>March 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WMUF CASH GIFTS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alumni</td>
<td>$134,621</td>
<td>$128,217</td>
<td>$6,404</td>
<td>$1,332,353</td>
<td>$1,115,763</td>
<td>$216,596</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>107,709</td>
<td>593,557</td>
<td>(485,858)</td>
<td>4,342,301</td>
<td>2,153,855</td>
<td>2,188,446</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>261,866</td>
<td>796,145</td>
<td>(514,289)</td>
<td>6,063,469</td>
<td>5,666,821</td>
<td>396,648</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>-</td>
<td>441,675</td>
<td>(441,675)</td>
<td>1,339,240</td>
<td>3,016,466</td>
<td>(1,677,226)</td>
</tr>
<tr>
<td><strong>CURRENT CASH GIFTS</strong></td>
<td>$524,216</td>
<td>$1,959,605</td>
<td>$(1,435,389)</td>
<td>$13,077,363</td>
<td>$11,982,905</td>
<td>$1,094,458</td>
</tr>
<tr>
<td><strong>DEFERRED GIFTS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charitable remainder trusts and annuities (shown at fair market value)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>304,564</td>
<td>116,068</td>
<td>188,496</td>
</tr>
<tr>
<td>Net present value as of date of gift</td>
<td>FY 2000 $38,905</td>
<td>FY 2001 $178,726</td>
<td>$178,726</td>
<td>$178,726</td>
<td>$178,726</td>
<td>$178,726</td>
</tr>
<tr>
<td><strong>SUBTOTAL-CURRENT CASH &amp; DEFERRED GIFTS</strong></td>
<td>$524,216</td>
<td>$1,959,605</td>
<td>$(1,435,389)</td>
<td>$13,381,927</td>
<td>$12,098,973</td>
<td>$1,282,954</td>
</tr>
<tr>
<td><strong>NON-CASH GIFTS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>100,553</td>
<td>494,473</td>
<td>(393,920)</td>
<td>1,263,275</td>
<td>2,679,121</td>
<td>(1,415,846)</td>
</tr>
<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION</strong></td>
<td>$624,769</td>
<td>$2,454,073</td>
<td>$(1,829,304)</td>
<td>$14,645,202</td>
<td>$14,778,094</td>
<td>$(132,892)</td>
</tr>
<tr>
<td><strong>PAPER TECHNOLOGY FOUNDATION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Gifts:</td>
<td>23,183</td>
<td>543,409</td>
<td>(520,226)</td>
<td>389,668</td>
<td>1,406,729</td>
<td>(1,017,061)</td>
</tr>
<tr>
<td>Non-Cash Gifts:</td>
<td>-</td>
<td>7,320</td>
<td>(7,320)</td>
<td>118,504</td>
<td>7,320</td>
<td>111,184</td>
</tr>
<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.</strong></td>
<td>$23,183</td>
<td>$550,729</td>
<td>$(527,546)</td>
<td>$508,172</td>
<td>$1,414,049</td>
<td>$(905,877)</td>
</tr>
<tr>
<td><strong>TOTAL GIFTS</strong></td>
<td>$647,952</td>
<td>$3,604,807</td>
<td>$(2,356,855)</td>
<td>$15,153,374</td>
<td>$16,192,143</td>
<td>$(1,038,769)</td>
</tr>
</tbody>
</table>
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

<table>
<thead>
<tr>
<th>WMUF CASH GIFTS:</th>
<th>April 2001</th>
<th>April 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$64,131</td>
<td>$96,835</td>
<td>($32,704)</td>
<td>$1,398,484</td>
<td>$1,212,588</td>
<td>$183,886</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>68,033</td>
<td>161,543</td>
<td>($93,510)</td>
<td>4,410,334</td>
<td>2,345,388</td>
<td>2,064,936</td>
</tr>
<tr>
<td>Corporations/Foundation/Other Orgns</td>
<td>1,149,931</td>
<td>61,897</td>
<td>1,088,034</td>
<td>7,213,400</td>
<td>5,728,718</td>
<td>1,484,682</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td></td>
<td>100,000</td>
<td>($100,000)</td>
<td>1,339,240</td>
<td>3,116,466</td>
<td>(1,777,226)</td>
</tr>
<tr>
<td><strong>CURRENT CASH GIFTS</strong></td>
<td><strong>$1,282,095</strong></td>
<td><strong>$420,275</strong></td>
<td><strong>$861,820</strong></td>
<td><strong>$14,359,458</strong></td>
<td><strong>$12,403,180</strong></td>
<td><strong>$1,956,278</strong></td>
</tr>
</tbody>
</table>

**DEFERRED GIFTS:** Charitable remainder trusts and annuities (shown at fair market value)
Net present value as of date of gift
- FY 2000 $ 38,905
- FY 2001 $178,726

| **SUBTOTAL-CURRENT CASH & DEFERRED GIFTS** | $1,282,095 | $420,275 | $861,820 | $14,664,022 | $12,519,248 | $2,144,774 |

**NON-CASH GIFTS:**

| **SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION** | $1,315,586 | $421,674 | $893,914 | $15,960,790 | $15,199,768 | $761,022   |

**PAPER TECHNOLOGY FOUNDATION**
Cash Gifts:
- $5,576
Non-Cash Gifts
- $3,839
**SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.**
- $5,576

| **TOTAL GIFTS** | $1,321,184 | $425,513 | $896,851 | $16,474,538 | $16,617,056 | (143,118)  |
GIFTS & PLEDGES $10,000 AND OVER
November & December 2000
January, February, March & April 2001

Cash Gifts November:

Marguerite J. Beilfuss Estate $53,154 Beilfuss Scholarship Fund
Mr. and Mrs. John Wattles 10,000 Donald "J" Seelye Athletic Center

Cash Gifts December:

Arts Council of Greater Kalamazoo, Inc. $70,000 Paciolan Ticketing System
Anonymous Donor 360,000 School of Music Jazz Studies Program
Larry and Joyce Kern 10,000 Kern Family Endowed Fund
Harold E. Knight Estate 70,000 Kenneth W. Knight Memorial Scholarship Fund
Anonymous Donors 25,000 Russell Brown Honors Quintet Scholarship
People to People Foundation for International Development 20,000 Center of African Development Policy Research
Anonymous Donor 10,000 WMUK Equipment Endowment Fund
Anonymous Donor 10,000 Endowed Memorial Fund
47,665 Study Fellowship
Mrs. Margaret Helene Ward 10,000 Margaret Helene Ward Endowed Scholarship in Art
10,000 Margaret Helene Ward Endowed Scholarship in Music

Cash Gifts January:

Dow Chemical Company $72,000 PTF 200 Fund for Program Development for the Distance Learning Project*
Anonymous Donors 503,775 Special Collections Endowment
Anonymous Donors 503,775 The Center for Integrated Design Endowment Fund

Cash Gifts February:

Anonymous Donor $31,053 New Issues Poetry & Prose
Cash Gifts February:

Anonymous Donors

Anonymous Donor

Cash Gifts March:

State of Michigan

Kellogg Company

Anonymous Donor

Mrs. Lois Irene Richmond

Mr. James W. Richmond

Target Corporation

Ms. Jacqueline Lee Wylie

Cash Gifts April:

Tecumseh Corrugated Box Company

New Pledges November:

Mr. Robert J. Bobb

Dr. Bernadine Carlson-Carmichael

Anonymous Donor

Dr. Joyce R. Zastrow

New Pledges February:

Guido A. and Elizabeth H. Binda Foundation

Special Collections Endowment

College of Engineering & Applied Sciences Equipment Fund

The Center for Integrated Design Endowment Fund

Southwest Michigan Children's Trauma Association Center

Unrestricted Fund at Western (Our portion of money received for WMU Logo license plates)

Food Marketing Program Scholarship

Foreign Language Scholarship

Lois I. Richmond Nursing Scholarship

James W. Richmond Sales and Business Marketing Scholarship

Career Resource Library

Loren E. and Nellie M. Clark Scholarship

Jeffrey T. Robideau Awards for Meritorius Scholarship Quasi-Endowment

The Robert J. Bobb Professorship in Finance and Commercial Law

The Bernadine Carlson-Carmichael Medallion Scholarship

Student & Faculty Enrichment Endowment for Music Theatre

Joyce R. Zastrow Vocal Music Scholarship

Exemplars in Excellence Program
New Cash Pledges March:

National City Bank  
1,500,000  
500,000  
Endowed Chair in Finance & Commercial Law
Donald “J” Seelye Athletic Center

New Cash Pledges April:

Anonymous Donors  
125,000  
Haworth College of Business Restricted Fund
(Designation to be determined)
125,000  
Donald “J” Seelye Athletic Center

Deferred Gifts December:

Anonymous Donors  
$250,000  
Bequest
Anonymous Donor  
10,000  
Gift Annuity Program
Dr. Susan Marie Dick  
10,000  
Gift Annuity Program
Anonymous Donor  
100,000  
Charitable Life Insurance Program
Mr. and Mrs. Wes K. Freeland  
100,000  
Bequest
Anonymous Donor  
370,000  
Bequest
Anonymous Donor  
125,000  
Charitable Life Insurance Program

Deferred Gifts January:

Anonymous Donors  
$131,575  
Gift Annuity Program

Deferred Gifts March:

Mr. & Mrs. Charles W. Elliott  
1,000,000  
Bequest
Mr. Lewis W. Kaminga  
460,000  
Bequest upgrade
Mr. & Mrs. Kenneth V. Miller  
1,000,000  
Charitable Life Insurance Program

*Paper Technology Foundation, Inc. gifts.
PERSONNEL REPORT

Appointment
Kenneth DeVries, Associate Vice President for Development, effective March 28, 2001.

Retirements
Joyce Gregg, Assistant Cook, Valley I Dining Service, effective April 30, 2001.
WMU FOUNDATION BYLAWS

Background

The WMU Foundation Board of Directors appointed a committee to examine several items in the Foundation’s bylaws that required updating. These included a removal of redundant language, a review of officer titles, committee structure and the relationship between the Foundation and Western Michigan University.

Review of Foundation Officer Titles - The position of Foundation President was formerly filled by the Vice President for External Affairs, which created potential for confusion with the position of President of the University. There also were issues regarding the manner in which succession occurred if a University employee who also served as an officer of the Foundation left the University. Under Michigan law, the WMU Foundation must have a president, and given the change in the Vice President for External Affairs, it was timely to review this issue.

Committee Structure - Management of the real estate function is currently part of the WMU Foundation investment committee. Upon review of real estate issues, it was determined that the functions and skills associated with real estate and the investment committee were separate and distinct.

Relationship between the Foundation and Western Michigan University - The committee reviewed whether the degree of separation, which currently exists between the University and the Foundation, is sufficient to withstand legal scrutiny.

Recommendations:

1) That the position of President of the Foundation should be filled by a volunteer. Therefore, the positions of Chair and Vice Chairs of the Foundation should be changed to President and Vice Presidents. Additionally, the role of the Vice President for Development should also carry with it automatically the role of Executive Director and Secretary of the Foundation, and the position of Treasurer of the Foundation should be filled with the person who is then acting as Chief Financial Officer of Western Michigan University. As such, those positions will be filled automatically by the person who has the corresponding role at the University such that there will not be the potential for confusion if a person leaves their role at the University. It is also recommended that the Foundation bylaws authorize an assistant secretary and assistant treasurer.
2) A new Real Estate Committee should be established in recognition of the fact that this function is separate from the Investment Committee.

3) No major changes in the structure of the Foundation or its relationship to the University are recommended. A separate Foundation continues to provide substantial benefits to the University, and the role of the President of the University in the Foundation should be maintained.

It is recommended that the Board of Trustees approve the proposed changes to the WMU Foundation bylaws.
Bylaws

Western Michigan University Foundation

Article I - Name

The name of this nonprofit foundation is Western Michigan University Foundation, also referred to as WMU Foundation or Foundation.

Article II - Location

The WMU Foundation shall have and shall continuously maintain a registered office within the State of Michigan. The principal office of the Foundation shall be located on or adjacent to the campus of Western Michigan University (sometimes referred to herein as the "University") at Kalamazoo, Michigan.

Article III - Purpose

The purposes of the WMU Foundation shall be as set forth in the articles of incorporation of the Foundation and these bylaws. The purposes of the WMU Foundation shall not be inconsistent with the purposes of Western Michigan University. The WMU Foundation shall operate as a charitable, nonprofit corporation exclusively for the benefit of the constitutional corporation known as Western Michigan University. The Foundation shall provide support for the objectives, goals, and mission of Western Michigan University. The Foundation shall assist in accomplishing the educational purposes of the University. The WMU Foundation shall have the following powers and authority:

1. To promote, sponsor, and assist in the educational, scientific, charitable, and related activities for the objects and purposes of Western Michigan University.

2. To act as a conduit through which all charitable contributions to the University are made.
3. To solicit, accept, acquire, receive, take, and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, judicial order or decree, or otherwise, any property, both real and personal, of whatever kind, nature, or description and wherever situated. Nothing contained in this section shall require the Foundation to accept any specific gift.

4. To sell, exchange, convey, mortgage, lease, transfer, or otherwise dispose of, any such property, both real and personal, for the objects and purposes as set forth above.

5. To invest and reinvest the principal and income of the Foundation in accordance with the laws of the State of Michigan that cover authorized investments for trustees.

6. To exercise such other powers that now are or hereafter may be conferred by law upon a corporation for the purposes herein set forth; namely, the promoting of the objectives, goals, and mission of Western Michigan University.

7. To provide by means of the membership and of the board of directors of the Foundation an advisory group of leading citizens from the community available to Western Michigan University's president, officers, and other leaders in order to reach a wider and better understanding with the community of the University's proper role, its policies and affairs, and its development needs.

**Article IV - Membership**

1. The membership of the WMU Foundation shall be limited to those persons who, in the opinion of the membership committee and board of directors, are deserving of membership because of their continuing interest in the welfare of the University and their demonstrated commitment to the support and advancement of the goals, objectives, and mission of the University. The president of Western Michigan University and the members of the Western Michigan University Board of Trustees may not serve as members of the WMU Foundation. If a member of the Foundation is selected as president of the University or is selected to serve on the University's Board of Trustees, that person must resign his or her membership in the WMU Foundation, relinquishing all rights, privileges, and responsibilities associated therewith, prior to his or her installation as president of the University or as a member of the University's Board of Trustees. There shall be no other restrictions, limitations, or qualifications for membership except as may be specified in these bylaws.

2. *Membership.* Membership shall be open to any interested person who meets the qualifications set forth in Section 1, above.

3. *Special membership.* There shall be no special memberships or classifications of membership.
4. Service and participation. Policies governing service and participation for all members, except as otherwise set forth in these bylaws, shall be determined by majority vote of the board of directors of the WMU Foundation, or by majority vote or by proclamation of the executive committee of the WMU Foundation or of any other person or group of persons as shall be duly empowered by the board of directors to act on behalf of the board of directors in such matters.

5. Nomination of members. The membership committee shall recommend candidates for membership in the WMU Foundation who, in the opinion of the committee, are deserving of membership. It is recognized that the president of Western Michigan University will be an important source for identifying candidates, as well as existing members. The membership committee of the WMU Foundation shall also have among its responsibilities the cultivation and education of prospective members.

6. Term of membership. Membership in the WMU Foundation shall become provisionally effective immediately upon receipt of the prospective member's formal acceptance of the nomination to membership and approval by the board of directors or executive committee. At the next annual meeting of the WMU Foundation, the names of all those persons who have accepted nomination since the annual meeting of the previous year shall be read into the record by the chair of the membership committee and voted upon by the membership. The term of membership shall normally be nominally five years, ending with the annual meeting of the WMU Foundation five years following the annual meeting at which the new member’s name was read into the record. All rights, privileges, and responsibilities of membership are fully applicable from the date of acceptance of the nomination to membership until the termination of membership. There is no limit to the number of terms or consecutive terms a person may serve as a member of the WMU Foundation. The practices, procedures, and rules governing reappointment of members are identical in all respects to those for the appointment of new members.

7. Voting and other privileges. Each member shall be entitled to only one vote and upon each matter submitted to a vote of the Foundation members. All rights and privileges of membership shall be extended equally to all members. There shall be no special classifications of membership or privileges with respect to voting.

8. Duration of membership, resignation, and removal. Any member of the WMU Foundation may resign by filing a written resignation with the secretary of the Foundation. Any member may be removed from membership for cause by two-thirds vote of the executive committee of the Foundation, upon concurrence of the president of Western Michigan University. All rights, privileges, and interests of a member in the WMU Foundation shall cease on termination of membership, whether by completion of term, resignation, or removal.
9. Meetings of the membership. The annual meetings of the members of the WMU Foundation may be called by the president of the WMU Foundation or by his or her designated representative or by the president of Western Michigan University or by the chair of the Western Michigan University Board of Trustees. The annual meeting shall be no less than one general meeting of the members per year, which shall be designated as the annual meeting of the WMU Foundation and which shall be held between September 1 and October 31 of each year unless otherwise specified by the board of directors or by the executive committee. Additional meetings, if any, are wholly at the discretion of those empowered to call such meetings. Special meetings of the membership may be called by the board of directors of the Foundation or upon written application to the president of the Foundation stating the time, place, and objectives of the meeting, and bearing the signatures of no less than ten members of the Foundation. Written notice shall be sent to each member at least 30 days prior to the date of any meeting. The business transacted at any special meetings shall be confined to the matters stated in the notice of meeting. The secretary of the Foundation shall be responsible for issuing the notification of the meeting, for selecting a suitable location and facility for the meeting, and for all other necessary and appropriate meeting arrangements. Unless otherwise specified by the board of directors or by the executive committee, all meetings of the membership will be held on or adjacent to the campus of Western Michigan University in Kalamazoo, Michigan. Special meetings of the membership may be called upon written application to the president of the Foundation stating the time, place, and objectives of the meeting, and bearing the signatures of no less than ten members of the Foundation. The business transacted at any special meetings shall be confined to the objectives stated in the written application.

10. Quorum. A quorum of the members shall consist of no less than one-fifth of the duly appointed members of the WMU Foundation. If a quorum cannot be obtained, a meeting may proceed and any action taken shall be valid only if consented to in writing by all subsequently confirmed by approval, in writing, of a majority of the duly appointed members within one year of the date of the meeting.

11. Proxies. No member shall be permitted to vote by proxy at any meeting for any purpose whatsoever.

Article V - Board of Directors

1. Composition. The WMU Foundation board of directors shall consist of a maximum of forty-two members and a minimum of twenty-eight members, elected to staggered three-year terms by the members of the Foundation upon nomination as provided in these bylaws. There also shall be a maximum of four ex-officio members of the board of directors as hereinafter defined.
2. **Qualification.** Only duly appointed members of the WMU Foundation may serve as directors, and directors must maintain membership in the Foundation throughout their tenure as directors. The president of Western Michigan University and members of the Western Michigan University Board of Trustees may not serve as directors of the WMU Foundation. There shall be no other restrictions, limitations, or qualifications for directors except as may be specified in these bylaws.

3. **Nomination and election.** The president of Western Michigan University may nominate as director of the WMU Foundation, at any time as may be convenient to that president, as many or as few persons as that president may deem appropriate, provided there are at least twenty-eight and not more than forty-two directors. The membership committee of the WMU Foundation shall have among its responsibilities the cultivation and education of prospective directors. The membership committee shall be charged with recommending persons for the Foundation board of directors to the president of Western Michigan University in accordance with Article VII, Section 87. Election of a director or of a slate of directors may take place by majority vote of the Foundation members present at an annual meeting of the Foundation or by ballot mailed to all members. Selection of the method of election, within the parameters previously defined, and responsibility for the proper conduct of all elections of directors shall reside with the secretary of the WMU Foundation.

4. **Term of office.** The standard term of each director shall be three years, concluding with the annual meeting of the WMU Foundation in the year in which the term ends. A director may be elected or re-elected to a term of less than three years to fill a vacancy, but may not be elected to a term exceeding three years. Directors shall serve staggered three-year terms, such that a maximum of fourteen directors shall have terms ending with the annual meeting of 1997 and every three years thereafter; a maximum of fourteen directors shall have terms ending with the annual meeting of 1998 and every three years thereafter; and a maximum of fourteen directors shall have terms ending with the annual meeting of 1999 and every three years thereafter. There is no limit to the number of terms or consecutive terms a Foundation member may serve as a director of the WMU Foundation. The practices, procedures, and rules governing re-election of directors are identical in all respects to those for the election of new directors.

5. **Resignation and removal from office.** Any director may resign by submitting a letter of resignation to the secretary of the WMU Foundation. Any director may be removed from office for cause by two-thirds vote of the remaining members of the board of directors of the WMU Foundation, upon concurrence of the president of Western Michigan University. All rights and privileges associated with the office of director of the WMU Foundation shall cease on termination of office, whether by completion of term, resignation, or removal from office.
6. **Filling unexpired terms.** Vacancies on the board of directors may be filled by the board of directors of the Foundation upon nomination by the president of Western Michigan University. A director so elected shall serve for a term of office expiring at the next annual meeting of members of the Foundation. Using the same practices, procedures, and rules as apply to the regular nomination and election of directors. Vacancies may be filled at any time, provided there are no less than twenty-eight and no more than forty-two directors. If the number of directors falls below twenty-eight, then, within thirty days, the president of Western Michigan University, alone, has the authority to present to the membership of the WMU Foundation the names of a sufficient number of candidates, such that the election of those candidates would bring the total number of directors to or above the minimum. If the number of candidates who gain election is insufficient to meet the minimum total required, then, within thirty days, the president of Western Michigan University, alone, has the authority again to submit the names of a sufficient number of candidates, such that the election of those candidates would raise the total number of directors to or above the minimum. This procedure shall be repeated until the number of directors meets or exceeds the minimum.

7. **Ex-officio directors.** There shall be a maximum of five ex-officio members of the WMU Foundation Board of Directors, which shall be the president of Western Michigan University, the chair of the Western Michigan University Board of Trustees, and the executive director and president, secretary, and the treasurer of the WMU Foundation shall be ex-officio members of the board of directors of the Foundation, except as follows. In the event that the president or secretary or treasurer of the WMU Foundation is selected from among the elected directors of the Foundation, that officer does not relinquish his or her rights as a full, voting member of the board of directors, and the number of ex-officio members would be reduced correspondingly.

8. **Power and authority.** The board of directors shall have full power and authority to manage the business of the Foundation in a manner which is not inconsistent with the laws of the State of Michigan, the articles of incorporation, these bylaws and the policies, procedures and practices of Western Michigan University, subject to the approval of and review by Western Michigan University. The Foundation shall provide the University annually with copies of the Foundation's annual financial statements and also with copies of a report of the Foundation's activities for the year covered by said financial statements. The Foundation's board of directors shall submit a report of its activities to the members of the Foundation at the annual meeting of the Foundation. In the management and control of property, business and affairs of the Foundation, the board of directors is vested with all of the powers possessed by the Foundation itself so far as this delegation of authority is consistent with the laws of the State of Michigan, or with the articles of incorporation, or with these bylaws and the policies, procedures and practices of Western Michigan University.
9. Meetings of the board of directors. Meetings of the board of directors of the WMU Foundation may be called by the chair-president of the Foundation, by his or her designated representative, by the president of Western Michigan University, or by the chair of the Western Michigan University Board of Trustees. There shall be no less than one meeting of the board of directors during the first six months of the fiscal year (July 1 through December 31) and no less than one meeting of the board of directors during the second six months of the fiscal year (January 1 through June 30). Additional meetings, if any, are wholly at the discretion of those empowered to call such meetings. Written notice shall be sent to each director at five (5) least thirty days prior to the date of any meeting. The secretary of the Foundation shall be responsible for issuing the notification of the meeting, for selecting a suitable location and facility for the meeting, and for all other necessary and appropriate meeting arrangements. Unless otherwise specified by the board of directors or by the executive committee, all meetings of the board of directors will be held on or adjacent to the campus of Western Michigan University in Kalamazoo, Michigan.

10. Quorum. A quorum of the board of directors shall consist of a majority of the directors. If a quorum cannot be obtained, a meeting may proceed and any action taken shall be valid only if subsequently ratified by action of the board of directors acting at a meeting at which a quorum of the board of directors is present or if consented to confirmed by approval, in writing by all members of the board of no less than two thirds of the directors within one year of the date of the meeting.

11. Proxies. No director shall be permitted to vote by proxy at any meeting for any purpose whatsoever.

12. Emerita/Emeritus status. Upon completion of service on the board of directors or upon completion of service as an officer of the WMU Foundation, a person may be vested with emerita or emeritus status. This title and status are wholly and completely honorary and carry with them no voting privileges or other rights, responsibilities, or privileges associated with any office of or membership in the WMU Foundation. Persons vested with emeriti status shall not be prohibited from continued membership in the Foundation nor from future service as an officer or director of the Foundation and shall not relinquish their emeriti status by virtue of any such future service. The membership committee of the Foundation shall be responsible for determining the practices and procedures regarding the conferring of emeriti status, subject to review and approval by the Foundation’s board of directors.

**Article VI - Officers**

1. Officers. The officers of the WMU Foundation shall be the president chair of the Foundation, the vice president or vice presidents the vice chair or vice chairs of the Foundation, the chairs of the standing committees, the executive director and president, the secretary; and the treasurer. The president, vice president(s) and chairs

WMU Foundation Bylaws
of the standing committees of the Foundation. Officers shall be nominated for election by the Foundation’s nomination committee in accordance with the provisions of Article VII, Section 9. Such officers shall be elected at the first meeting of the board of directors held during each fiscal year, or if more appropriate and convenient, at the discretion of the executive committee, by written ballot mailed to all directors during the first three months of the fiscal year (July 1 to September 30). Other officers shall be appointed or designated as provided in these bylaws. All officers shall hold office until their successors are duly elected and qualified or until their resignation, removal or disqualification.

2. Qualifications. The chair-president and vice president(s) chair(s) of the WMU Foundation and the chairs of the standing committees must be selected from among the directors of the Foundation. The executive director and president, the secretary, and the treasurer shall be selected as provided herein. The president of the WMU Foundation and the members of the Western Michigan University Board of Trustees may not serve as officers of the WMU Foundation. If an officer of the Foundation is selected as president of Western Michigan University or is selected to serve on the University's Board of Trustees, that person must resign his or her office in the WMU Foundation, relinquishing all rights, privileges, and responsibilities associated therewith, prior to his or her installation as president of the University or as a member of the University's Board of Trustees. Any person may hold more than one office provided the duties thereof can be consistently performed by the same person. There shall be no other restrictions, limitations, or qualifications for officers except as may be specified in these bylaws.

3. President. Chair. The chair-president of the WMU Foundation shall preside at all meetings of the membership and shall serve as chair of the board of directors and as chair of the executive committee. The president chair of the Foundation shall be an ex-officio member of all other standing and special committees. The president chair shall perform all duties commonly incident to the office and shall have such other powers and shall discharge such other duties as may be assigned from time to time by the board of directors or the executive committee.

4. Vice President(s). Chair(s). The vice president(s) chair(s) of the WMU Foundation shall perform the duties of the president of the Foundation chair and shall act as president chair of the Foundation in the absence or disability of the president. chair. The vice president(s) chair(s) shall have such other powers and shall discharge such other duties as may be assigned from time to time by the president chair of the Foundation or by the board of directors or the executive committee. There shall be no less than one and no more than three vice president(s) chair(s) of the Foundation which number is at the sole discretion of the board of directors. executive committee.
5. Executive Director. President. There shall be an executive director - president of the WMU Foundation who shall be such person who is then serving as the Vice President- Development (or equivalent position) of Western Michigan University. The executive director of the Foundation is the chief executive officer of the Foundation and shall have general and active management of the business of the Foundation and shall see that all orders and resolutions of the board of directors of the Foundation and of the executive committee are carried into effect. He or she shall execute all authorized conveyances, contracts, or other obligations in the name of the Foundation, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors of the Foundation or by the executive committee to some other officer or agent of the Foundation. The executive director - president shall be an ex-officio director of the Foundation, unless he or she is already a duly elected director, in which case, he or she shall retain all rights, privileges, and responsibilities of a director in addition to all rights, privileges, and responsibilities associated with the office of president. The executive director - president of the Foundation shall be an ex-officio member of the executive committee and of all other standing and special committees. For the purposes of the United States Internal Revenue Code and for all other purposes of the local, state, and national governments, the executive director - president of the Foundation shall be considered to be the manager of the Foundation. The executive director - president of the Foundation shall have such other powers and shall discharge such other duties as may be assigned from time to time by the president or board of directors or executive committee of the Foundation.

6. Secretary. The executive director of the Foundation shall also serve as the secretary of the WMU Foundation and shall record all votes and the minutes of all proceedings of the membership, of the board of directors, of the executive committee, and of all other standing and special committees of the Foundation and shall maintain a permanent record of all such votes and all such minutes. He or she shall be responsible for the safety, security, and proper storage of all Foundation meeting minutes, of these bylaws, of the articles of incorporation, of all records of membership, and of all other legal documents of the Foundation, in such manner that all such documents, papers, and records may be fully and completely retrieved in a timely fashion as may be required by law or by the board of directors or by the officers of the Foundation or other duly authorized persons. The secretary shall give, or cause to be given, notice of all meetings of the membership, of the board of directors, of the executive committee, and of all other standing or special committees of the Foundation. The secretary shall execute with the president of the Foundation all authorized conveyances, contracts or other obligations in the name of the Foundation, except as otherwise directed by the board of directors or the executive committee. The secretary shall be an ex-officio director of the Foundation, unless he or she is already a duly elected director, in which case, he or she shall retain all rights, privileges, and responsibilities of a director in addition to all rights, privileges, and responsibilities associated with the office of secretary. The secretary shall be an ex-officio member of the executive committee and
of all other standing and special committees. The secretary shall have and shall exercise, under supervision of the board of directors, all the other powers and duties commonly incident to this office, and shall have such other powers and shall discharge such other duties as may be assigned from time to time by the chair, president, or board of directors or executive committee of the Foundation.

7. Treasurer. The treasurer of the WMU Foundation shall be such person who is then serving as the chief financial officer (or equivalent position) of Western Michigan University. The treasurer, subject to the order of the board of directors, shall have the care and custody of the funds and financial assets of the Foundation and of the papers and documents relating to same. The treasurer shall place the same for safekeeping in such depositories as may be designated by the board of directors, and shall expend the funds of the WMU Foundation as directed by the board of directors or the executive committee taking proper vouchers for such expenditures. The treasurer shall keep, or cause to be kept a book or books setting forth a true record of the receipts, expenditures, assets, liabilities, losses, and gains of the Foundation, and shall, when and as required by the president of the Foundation, render a statement of the financial condition of the Foundation. The treasurer shall be bonded. The treasurer shall be an ex-officio director of the Foundation, unless he or she is already a duly elected director, in which case, he or she shall retain all rights, privileges, and responsibilities of a director in addition to all rights, privileges, and responsibilities associated with the office of treasurer. The treasurer of the Foundation shall be an ex-officio member of the executive committee, and of the investment committee and the real estate committee of the Foundation. The treasurer shall have and shall exercise, under supervision of the board of directors, all the other powers and duties commonly incident to this office, and shall have such other powers and shall discharge such other duties as may be assigned from time to time by the chair, president, or board of directors or executive committee of the Foundation.

8. Other Officers. The board of directors may appoint an assistant treasurer and/or an assistant secretary who shall perform the duties of the treasurer or the secretary, as the case may be, in the absence of the treasurer or the secretary and who shall have such other powers and shall discharge such other duties as may be assigned from time to time by the president or board of directors or executive committee of the Foundation.

8. Term of office. The officers of the Foundation shall be elected annually. Each officer shall assume office upon election and continue until a successor shall have been duly elected and qualified.

9. Vacancies. Vacancies in any office because of death, resignation, removal, disqualification, or for any other reason shall be filled in a manner consistent with the normal election, appointment or designation of officers. Nominees to fill vacancies shall be selected by the Foundation’s executive committee, upon concurrence of the president of Western Michigan University. Elections to fill vacancies shall be held as
soon as reasonably practicable following the occurrence of the vacancy, at the next available meeting of the board of directors or, if more appropriate and convenient, at the discretion of the executive committee, by written ballot mailed to all directors. All officers elected to fill vacancies shall hold office until their successors are duly elected and qualified.

Article VII - Committees

1. **Standing committees.** The standing committees of the WMU Foundation shall be: executive committee, development committee, investment committee, real estate committee, membership committee, and nomination committee. The president chair of the Foundation shall serve as chair of the executive committee. The chairs of the development, investment, real estate, membership, and nomination committees shall be officers of the Foundation and shall be elected by vote of the board of directors as set forth in Article VI. previously herein defined.

2. **Special committees.** The president chair of the Foundation, upon concurrence of the executive committee, may from time to time appoint special committees. The president chair of the Foundation shall appoint the chair and all members of any special committees who shall serve at the pleasure of the president chair of the Foundation and shall have such duties as assigned by the chair of the Foundation.

3. **Qualification, appointment, and terms of committees.** The chairs of the standing committees shall select and appoint the members of their respective committees except for the nomination committee, whose members shall be appointed by the president chair of the WMU Foundation with the concurrence of the executive committee. The chair of the Foundation shall select and appoint the members of all special committees. The secretary of the Foundation shall assist as appropriate in the selection and appointment of committee members and shall be responsible for maintaining accurate records of all committee appointments. All voting members of all committees must be duly appointed members of the WMU Foundation. Additionally, all voting members of the executive committee must be duly elected directors of the Foundation. Persons who are not members of the Foundation may be added officially to the committee as ex-officio members for their expertise and counsel. The terms of the standing committees shall be one year, corresponding to the terms of the committee chairs. The terms of any special committees shall be determined by the president chair of the Foundation. There is no limit to the number of committees on which one person may serve concurrently nor any limit to the number of terms or consecutive terms a person may serve on one or more committees.

4. **Executive Committee.** Upon the recommendation of the chair of the WMU Foundation, the board of directors shall appoint an executive committee consisting of the president chair of the Foundation, the vice president(s) chair or vice chairs of the Foundation, the chairs of the development, investment, real estate, membership, and
nomination committees, and other elected directors as recommended by the president chair of the Foundation. The executive committee shall consist of no less than seven voting members, each of whom must be a duly elected director of the WMU Foundation. The president chair of the Foundation shall serve as the chair of the executive committee. The president of Western Michigan University and the president, secretary, and treasurer of the WMU Foundation shall be ex-officio members of the executive committee. The executive committee shall exercise the authority of the board of directors in the management of the Foundation between meetings of the board, but the designation of this committee and delegation of authority thereto shall not operate to relieve the board of directors of any responsibility imposed upon it by these bylaws. The executive committee shall meet upon the call of the president chair of the Foundation or upon the call of the executive director president of the Foundation or upon the call of the president of Western Michigan University.

5. Development Committee. The development committee shall consist of at least five duly appointed members of the WMU Foundation, who shall be selected and appointed to the committee by its chair. The president, secretary, and chair of the WMU Foundation shall be ex-officio members of the development committee. The committee, through its chair, shall be directly responsible to and shall derive its authority from the board of directors and the executive committee. Responsibilities of the committee shall include the planning, execution, and reporting of all fund-raising and related activities and such additional responsibilities as may be assigned by the president chair of the Foundation, the board of directors, or the executive committee.

6. Investment Committee. The investment committee shall consist of at least five duly appointed members of the WMU Foundation. The chair of the real estate committee shall also serve as a member of the investment committee, who shall be selected and appointed to the committee by its chair. The president, secretary, treasurer, and chair of the WMU Foundation shall be ex-officio members of the investment committee. The committee, through its chair, shall be directly responsible to and shall derive its authority from the board of directors and the executive committee. Responsibilities of the committee shall include supervisory authority over the investment of the assets of the Foundation and the proper accounting of all assets and such additional responsibilities as may be assigned by the chair of the Foundation, the board of directors, or the executive committee.

7. Real Estate Committee. The real estate committee shall consist of at least five duly appointed members of the WMU Foundation. Responsibilities of the committee shall include supervisory authority over the real estate owned or controlled by the Foundation and the establishment of appropriate practices and policies for real estate transactions and real estate related matters involving the Foundation and such
additional responsibilities as may be assigned by the president of the Foundation, the board of directors, or the executive committee.

87. Membership Committee. The membership committee shall consist of at least five duly appointed members of the WMU Foundation, who shall be selected and appointed to the committee by its chair. The president, secretary, and chair of the WMU Foundation shall be ex officio members of the membership committee. The committee, through its chair, shall be directly responsible to and shall derive its authority from the board of directors and the executive committee. Responsibilities of the committee shall include the cultivation and nomination of candidates for membership in the WMU Foundation and the cultivation and recommendation of candidates for the board of directors, as set forth in Article IV and Article V of these bylaws previously defined and such additional responsibilities duties as may be assigned by the chair-president of the Foundation, the board of directors, or and the executive committee.

98. Nomination Committee. The nomination committee shall consist of at least five duly appointed members of the WMU Foundation, who shall be selected and appointed to the committee by the president chair of the Foundation with the concurrence of the executive committee. The president, secretary, and chair of the WMU Foundation and the president of Western Michigan University shall be an ex-officio members of the nomination committee. The committee, through its chair, shall be directly responsible to and shall derive its authority from the board of directors and the executive committee. Responsibilities of the committee shall include the nomination of candidates for the offices of president and vice president and for chairs of the standing committees officers of the WMU Foundation in accordance with these bylaws, subject to the advice and consent of the president of Western Michigan University, and such additional responsibilities as may be assigned by the president of the Foundation, the board of directors or the executive committee.

109. Committee meetings. Meetings of the standing and special committees of the WMU Foundation may be called by the chair-president of the Foundation or by the chair of the respective committee. All committees shall meet as frequently as necessary to fulfill the responsibilities set forth in these bylaws and as assigned by the board of director and the executive committee. The secretary of the Foundation shall be responsible for issuing appropriate notification of all committee meetings, for selecting a suitable location and facility for the meeting, and for all other necessary and appropriate meeting arrangements. The secretary of the Foundation shall be responsible for recording all votes of the committee and the minutes of all committee meetings and for maintaining all appropriate committee records.

1140. Quorum. A quorum of a committee shall consist of a majority of the voting members. If a quorum cannot be mustered, a meeting may proceed and any action
taken shall be valid only if subsequently confirmed by approval, in writing, of no less than two-thirds of the voting members within one year of the meeting.

12. Proxies. No committee member shall be permitted to vote by proxy at any meeting for any purpose whatsoever.

Article VIII - Miscellaneous Items

1. Contracts. Unless a person or persons shall have been otherwise authorized by resolution of the board of directors or the executive committee with respect thereto, contracts may be entered into and delivered in the name of or on behalf of the Foundation by any two of the following officers: the executive director, the president, secretary, treasurer, the assistant treasurer, if any, and the president chair of the Foundation.

2. Drafts, notes, etc. All drafts, notes or orders drawn against the bank accounts of the WMU Foundation shall be signed either by hand or by facsimile by the president executive director or the treasurer or the assistant treasurer, if any, of the Foundation. No drafts, notes, or orders drawn against said account shall be valid unless so signed.

3. Seal. The board of directors shall provide a suitable corporate seal which shall be held for its proper use by the secretary of the Foundation.

4. Audit. The books and financial affairs of the WMU Foundation shall be subject to audit by an independent accountant to be elected annually by the board of directors.

5. Parliamentary procedure. Roberts Rules of Order, Revised, shall be the authority in all matters of parliamentary procedure, except as otherwise expressly provided herein.

6. Fiscal year. The fiscal year of the WMU Foundation shall be from July 1 to June 30.

7. Liability of Directors, Officers, Members, Nondirector Volunteers. The liability of directors, officers, members and nondirector volunteers of the Foundation shall be limited as provided in the articles of incorporation and to the maximum extent otherwise permitted by law. No director shall be personally liable for any impairment of the trust funds or any other assets of the WMU Foundation by reason of any investments made or retained in accordance with and within the scope of the provisions of these bylaws, nor for the act or default of a co-director or any agent, nor for anything whatsoever other than his or her own gross negligence, willful misconduct, or default, in accordance with the articles of incorporation.

8. Indemnification of directors and officers. The WMU Foundation shall indemnify any director, officer, member, or nondirector volunteer of the Foundation who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed
action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Foundation) by reason of the fact that he or she is or was a director, officer, member, or nondirector volunteer of the Foundation against expenses (including attorneys' fees), judgments, fines, and amount paid in settlement actually and reasonably incurred by the director, officer, member, or nondirector volunteer in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Foundation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

9. **Liability insurance for directors, officers, employees, and nondirector volunteers.** The Foundation shall purchase and maintain insurance on behalf of any person who is a director, officer, employee, agent, or nondirector volunteer of the Foundation against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such.

**Article IX - Statement of Nondiscrimination**

The WMU Foundation shall not deny membership or membership privileges on the basis of race, sex, age, color, national origin, height, weight, marital status, familial status, sexual orientation, religion, handicap, or veteran status.

**Article X - Dissolution**

The WMU Foundation shall use its funds only to support the objectives, goals, and mission of Western Michigan University, as herein previously defined, and no part of said funds shall be distributed at any time to the members, directors, or officers of the Foundation. Upon dissolution and settlement of all outstanding debts of the Foundation, all remaining funds, assets, and property shall be distributed entirely to Western Michigan University or to any successor entity of Western Michigan University that meets the Internal Revenue Code provisions for educational, scientific, charitable and related activities organizations, or, if there is no successor entity, then to any organization that is tax-exempt under §501(c)(3) of the Internal Revenue Code and whose purposes and goals are consistent with Western Michigan University.

**Article XI - Amendments**

These bylaws may be amended, added to, altered, or repealed in whole or in part by a two-thirds majority vote of the board of directors present at any regular or special meeting called for such purpose. All proposed amendments and changes must be published to the membership no less than thirty days prior to the proposed vote of the board of directors. All members must be provided with a reasonable opportunity to submit written comments regarding any proposed amendment or change. All written
comments of the members shall be entered into the official record of the board of director's meeting at which the vote to amend or change shall take place. Bylaw amendments must be ratified by the Western Michigan University Board of Trustees.

Amended by the WMU Foundation Board of Directors on April 12, 2001

Ratified by the WMU Board of Trustees on (date)
Western Michigan University  
Board of Trustees  
Budget and Finance Committee  

Agenda Item No. 5  
May 30, 2001

Transfer of Property

Background

WMU currently owns a strip of property 33 feet wide and 1,180 feet long that, at one time, connected two parcels that the University owned to the north and south. WMU has since sold both parcels, and the land locked strip is only useful to the immediately adjacent property owner to the west. The strip (amounting to less than an acre) is now orphaned in that it is surrounded by US131 to the east, Housing Resources, Inc. to the west, 12th Street Baptist Church to the north and City of Kalamazoo well fields to the south. The University has been approached by Housing Resources, Inc., a local affordable housing 501(c)(3) corporation, requesting transfer of the property described below.

A strip of land 33.00 feet in width lying southwesterly of and adjacent to a line 103.00 feet southwesterly of (measured at right angles) and parallel to the construction centerline of the Southbound lane of Highway US-131 relocated, over and across the North 30 acres of the West ½ of the Southwest ¼ of Section 31, Town 2 South, Range 11 West, Kalamazoo Township, Kalamazoo County, Michigan. Contains .88 acre, more or less.

The construction centerline of the Southbound lane of Highway US-131 relocated is described as: beginning at a point on the South line of said Section 31, which is North 89°56'33" West a distance of 575.62 feet from the south quarter corner of said Section 31, thence North 18°52'21" West a distance of 1129.10 feet to the point of curvature of a 5729.58 foot radius curve to the left (chord bearing North 26°23'51" West), thence Northwesterly along the arc of said curve 1505.00 feet to the tangency of said curve; thence North 33°55'21" West a distance of 800 feet to point of ending.

The property would be transferred “as is” in its present condition.

Recommended Motion

It is recommended that the Board of Trustees authorize the treasurer or assistant treasurer to execute the necessary documents to transfer the Kalamazoo City parcel described above to Housing Resources, Inc. for the nominal sum of $1.00.
URBAN COOPERATION AGREEMENT

Background

At its September 15, 2000, Board of Trustees meeting, the Board approved a resolution authorizing the University to express its intent to merge its dispatch center operations (911) into a county-wide consolidated central dispatch operation.

The Urban Cooperation Agreement to Establish the Kalamazoo County Dispatch Authority includes the University's public safety department as well as the police departments in the County of Kalamazoo, City of Kalamazoo and the Charter Township of Kalamazoo. The purpose of the Kalamazoo County Central Dispatch Authority is to create a single primary public safety answering point within Kalamazoo County which would provide a non-duplicative, cost-effective and efficient way of dispatching public safety responses for services of emergency police, fire and medical services within Kalamazoo County. At this time the four entities are in the process of contracting with a firm to study and design final implementation plans for the center. Aspects to be considered are such issues as: location, staffing, dispatch protocols, operating budgets and equipment configuration.

Recommended Motion

It is recommended that the administration be authorized to execute the attached agreement.
Urban Cooperation Agreement to Establish
the Kalamazoo County Central Dispatch Authority

WHEREAS, Article 7, Section 28, of the Michigan Constitution of 1963, specifically authorizes two or more governmental units to enter into contractual undertakings or agreement with one another for the joint administration, sharing of costs and responsibilities, or transferring to one another of any of the functions, powers or responsibilities which each would have the power to perform separately; and

WHEREAS, the Urban Cooperation Act of 1967 (PA 1967, Extra Session, No.7) and the Intergovernmental Transfers of Functions and Responsibilities Act (PA 1967, Extra Session, No. 8) implement this constitutional provision by providing that public agencies may provide for inter-local public agreements to carry out their respective functions, powers and responsibilities; and

WHEREAS, Article 8, Section 6 of the Michigan Constitution of 1963 provides that institutions of higher education established by law having authority to grant baccalaureate degrees shall each be governed by a board of control which shall be a body corporate, and further that the board shall have general supervision of the institution and the control and direction of all expenditures from the institution's funds; and

WHEREAS, PA 1963. 2nd Ex. Session, No. 48, being MCLA 390.551 et seq., references numerous powers of the boards of state institutions of higher education, including Western Michigan University, and that these powers include, but are not limited to the board's power to enter into agreements as may be desirable in the conduct of the board's affairs; and

WHEREAS, at its regular meeting on September 15, 2000, the Western Michigan University Board of Trustees approved a resolution authorizing the University to express its intent to merge its dispatch center operations (911) into a county-wide consolidated central dispatch operation; and

WHEREAS, on January 19, 1988, the Kalamazoo County Board of Commissioners adopted a 911 Service Plan for the County of Kalamazoo under the authority of Act 32 of the Public Acts of the state of Michigan of 1986, as amended, being MCLA 484.1101 et seq., commonly referred to as the Emergency Telephone Service Enabling Act; and

WHEREAS, said 911 Service Plan contained five Public Safety Answering Points (PSAPs) consisting of the police departments of the County of Kalamazoo, the City of Kalamazoo, the City of Portage, the Charter Township of Kalamazoo, and Western Michigan University (Public Agencies), for the purpose of receiving 911 calls and dispatching public safety response services as appropriate; and

WHEREAS, the parties hereto agree that the creation of a separate entity called the
Kalamazoo County Central Dispatch Authority (Authority) is the most efficient and non-duplicative way of providing public safety related services, including the dispatch of emergency police, fire, and medical services within Kalamazoo County.

NOW, THEREFORE, it is agreed by and between the following public agencies, as follows:

1. **Membership**

The public agencies signing this Agreement shall be members and parties to this Urban Cooperation Agreement subject to the addition of members and parties under Paragraph 24 of this Agreement.

2. **Body Corporate**

By the signing of this Agreement by two or more public agencies, the Kalamazoo County Central Dispatch Authority (Authority) shall be established as a body corporate with the power to sue and be sued in its own name and to administer and/or execute the provisions of this Agreement.

3. **Purpose**

The purpose of the Authority is to create a single primary public safety answering point within Kalamazoo County which will provide the most cost-effective and efficient response to public safety emergencies.

4. **Representation of Membership of the Authority**

The Authority representation shall consist of one (1) representative of each of the public agencies which has approved and signed this Agreement. The governing body of each public agency shall appoint or remove its representative under its own policies and procedures.

5. **Powers and Duties**

The Authority shall have the following powers and duties:

(a) To make and enter into contracts with public or private agencies or other entities to carry out the purposes of this Agreement.

(b) To employ agents or employees.

(c) To adopt an annual budget of revenues and expenses on a calendar year basis subject to the approval of the respective participating public agencies.

(d) To acquire, hold or dispose of property (real or personal).
(e) To incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of any of the parties to this Agreement.

(f) To purchase and maintain insurance to protect the interest of the body corporate and its representatives, agents and employees.

(g) To accept gifts, grants in aid or other financial assistance from any public or private agency for use in carrying out the purposes of this Agreement.

(h) To fix and collect charges, rates, rents or fees where appropriate.

(i) To make and promulgate necessary rules and regulations and their enforcement by or with the assistance of any party to this Agreement.

(j) To adopt Bylaws to cover the procedures and general operation of the Authority.

(k) To make claims or grant applications for federal or state aid payable to the individual or several member public agencies on account of the execution of this Agreement.

(l) To adopt policies covering the general operation of the Authority, including, but not limited to, personnel policy, purchasing policy, affirmative action policy, retirement policy, etc.

(m) To retain an attorney, an independent auditor and such other necessary services.

6. **Limitations**

The Authority created by this Agreement shall not have the power or authority to levy any type of tax within the boundaries of any governmental unit participating in this Agreement, or to issue any type of bond in its own name, or to in any way indebt a public agency participating in this Agreement.

7. **Employees**

The Authority may employ, engage, compensate, transfer or discharge necessary personnel, subject to any personnel system established by the Authority and the restrictions set forth in subsection 5(g) (I) and (ii) of the Urban Cooperation Act.

8. **Public Agency Contributions**

Each public agency entering into this Agreement may appropriate funds and may sell, lease, give or otherwise supply the Authority or any other party designated to operate a joint or cooperative undertaking, such personnel, services, facilities,
property, franchises or funds therefore as may be within its respective legal power to furnish, subject to such conditions as the public agencies may impose.

9. Financial Contributions

Each public agency which is a party to this Agreement shall share operating (non-capital) expenses proportionally based upon the calls for service. The manner of providing additional financial support from member public agencies for other services or undertakings shall be determined by the Authority; provided, however, no public agency shall be obligated to provide additional financial support without the public agency's approval. Any party to this Agreement may provide for advance public funds provided the Authority establishes an appropriate method of repayment of said funds. The Authority may provide that the contribution of personnel, equipment or property of one or more of the parties to this Agreement may be used in lieu of other required contributions or voluntary advances prior to such contributions or voluntary advances.

10. Signing of Documents

All checks, contracts, agreements, notes and any other legal documents or obligations shall be signed by two (2) individuals designated by the Authority.

11. Bonding

Any individual, regardless of whether he/she is a member or not, who is involved in handling monies of the Authority shall be bonded to the Authority by a surety licensed to do business within the state of Michigan in an amount to be set by the Authority.

12. Privileges, Immunities and Benefits of Officers, Agents or Employees

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of this Agreement.

13. Obligations and Responsibilities of Public Agencies

This Agreement does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or the Authority itself. Performance by the Authority may be offered in satisfaction of
the obligation or responsibility of the public agency.

14. **Officers**

The Authority may have such officers as it deems appropriate by providing for same, with their respective duties, in the Bylaws.

15. **Voting**

Each public agency which is a party to this Agreement shall be entitled to one vote on all issues that come before the Authority. A majority vote of the member public agencies shall be required to approve any action of the Authority.

16. **Quorum**

A majority of the public agencies which are a party to this Agreement shall constitute a quorum for the transaction of the business of the Authority.

17. **Compensation and Expenses of Member Representatives**

The representatives of each public agency which is a party to this Agreement shall serve without additional compensation but shall be entitled to reimbursement for expenses under such terms and conditions as the Authority shall determine.

18. **Public Meetings**

Every meeting of the Authority shall be open to the public and shall be held in a place available to the general public. As a public body, the Authority shall comply with the Open Meetings Act of 1976 (Act 267). No special meetings shall be held without prior written notice to each member representative as shall be provided in the By-laws.

19. **Public Records**

All records of the Authority shall be deemed to be public records pursuant to the Freedom of Information Act of 1976 (Act 442) and shall be open to public inspection unless exempt as provided in Act 442.

20. **Committees**

The Authority may establish from time to time such committees as are deemed necessary which shall only be advisory in nature. The purpose shall be determined at the time the committee is established. The Authority shall establish an operations management committee which shall minimally consist of representatives from police, fire, and emergency management service agencies.
within the central dispatch service area for the purpose of advising the Authority and its central dispatch director on technical operational issues.

21. Duration of Agreement

This Agreement shall be in effect for so long as two member public agencies desire to be a part of such Agreement.

22. Termination

Any member public agency may withdraw from this Agreement by giving a one (1) year written notice to the Authority prior to such withdrawal; provided, however, no member public agency may withdraw from this Agreement unless it has first satisfied any and all financial and/or other commitments for which it has become obligated during the term of its membership; Provided Further, no such obligation shall be imposed upon a member public agency if the member public agency gives notice of withdrawal from this Agreement within fifteen (15) days of the day the obligation was imposed. A member public agency which has given notice of withdrawal shall have no further vote on the Authority, shall not be counted for quorum purposes, and shall not have any additional obligations imposed upon it.

23. Distribution of Assets

Upon dissolution of the Authority, all assets accumulated by the Authority shall be distributed pro rata on the basis of contribution to the then participating public agencies after all legal obligations have been met.

24. Additional Members

Additional public agencies may become parties to this Agreement under such terms and conditions as the Authority shall determine. Any public agency which has withdrawn from this Agreement and requests reinstatement or has given notice to withdraw pursuant to Paragraph 22, supra, and rescinds said withdrawal notice prior to its effective date, shall be considered an additional member and may become a party to this Agreement under such terms and conditions as the Authority shall determine.

25. Amendments

This Agreement may be amended at any time by having each public agency which is a party to this Agreement approve and sign the amendment. An amendment shall not become effective until signed by at least 2/3 member public agencies.
26. **Disbursement of Funds**

No disbursement of funds under the control of the Authority shall be made without formal approval of the Authority or in accordance with written policies established by the Authority.

27. **Audit**

The Authority shall have an annual independent audit conducted of its financial affairs which shall be presented to each party to this Agreement.

28. **Incompatibility and Conflict of Interest**

Pursuant to Article 7, Section 28, of the Michigan Constitution of 1963, an elected official of the governing body of a member public agency may serve as a representative on the Authority and such service shall not be deemed incompatible with his/her service as an elected official. In addition, said elected official may vote on any action before the Authority that affects his/her public agency, including a contractual relationship.

29. **Liberal Construction**

The provisions of this Agreement, the Urban Cooperation Act of 1967, and the Intergovernmental Transfers of Functions and Responsibilities Act of 1967 and all other applicable law shall be liberally construed in favor of the Authority. The powers granted to the Authority by this Agreement, the Urban Cooperation Act of 1967, and the Intergovernmental Transfers of Functions and Responsibilities Act of 1967 and all other applicable law shall include those fairly implied and not prohibited by this Agreement, the Urban Cooperation Act, or the Intergovernmental Transfers of Functions and Responsibilities Act or other applicable law.

30. **Conflicting Statutory Provisions**

If any provision of this Agreement conflicts with any statute of the state of Michigan providing for the authorization or performance of joint or cooperative agreements or undertakings between public agencies of this state, the provisions of such statutes shall control.

31. **Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
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CONFIRMATION AND RATIFICATION OF BTR PARK REAL ESTATE TRANSACTIONS

Background

Since the formal groundbreaking on Western Michigan University's Business Technology and Research Park (to be referred to in the future as the Parkview Campus), two companies have made commitments to become tenants of the BTR Park. They are Richard-Allan Scientific, Inc., and Glysan L.L.C. (an entity affiliated with Fluid Process Equipment, Inc.) The site plan for the Richard-Allan Scientific project has been approved by the City of Kalamazoo. Western Michigan University and the developer for the BTR Project, Ridgewood Partners, L.L.C., have been engaged in negotiating and drafting the real estate transactions necessary to effectuate the projects for both tenants and the development of the Park in general. There are several real estate items that need the approval and ratification of the Board of Trustees. These items are bundled together in this Agenda Item.

1. Sale to Ridgewood Partners, L.L.C.: This is the first parcel in the BTR Park that has been sold. The parcel is located in the northeast corner of the BTR Park, adjacent to the buffer area. The terms are: 15.09 acres; purchase price - $32,000 per acre, or $482,880; closing within approximately 60 days. Purchaser requested a right of early access to the site to do preliminary grading and limited construction work, with full indemnification of the University and proof of liability insurance required. The Purchase Agreement for the transaction was executed March 22, 2001. A copy of the Purchase Agreement is on file with the Secretary to the Board. The Early Access and Hold Harmless Agreement was executed on March 23, 2001. A copy of the Early Access and Hold Harmless Agreement is on file with Secretary to the Board. It is also necessary to execute a Warranty Deed transferring the property. A copy of the Warranty Deed is on file with the Secretary to the Board.

Recommended Motion

It is recommended that the Board ratify the sale and conveyance of the above-described parcel.

Recommended Motion

It is recommended that the Board ratify the Early Access and Hold Harmless Agreement.
Recommended Motion

It is recommended that the Board authorize the Administration to execute a Warranty Deed for the above-described transaction in a form substantially similar to the Warranty Deed filed with the Secretary to the Board.

2. Option to Ridgewood Partners, L.L.C.: Ridgewood Partners, L.L.C. has purchased an option with regard to the parcel lying immediately west of the parcel proposed for the Richard-Allan project. Ridgewood Partners, L.L.C. anticipates the possibility of the expansion of the Richard-Allan site, or the prospect of construction of a building housing a business affiliated, or having synergies, with Richard-Allan Scientific. The parcel consists of approximately 8 acres. The Option provides for an escalating per acre purchase price beginning with $45,000 per acre in the first Option year and increasing by $5,000 per acre per Option year. The Option is available for an initial year and has three renewal years (for a payment of $5,000 per Option year) available for a total of four years. The Option Agreement was executed on March 22, 2001. A copy of the Option Agreement is on file with the Secretary to the Board.

Recommended Motion

It is recommended that the Board ratify the Option Agreement and authorize future conveyance of the parcel if the option is exercised.

3. Sale to Glysan, L.L.C.: Glysan L.L.C. (an entity affiliated with Fluid Process Equipment, Inc.) assembles and markets industrial pump systems and technology. Fluid Process desires to purchase the parcel in the northwest corner of the BTR Park, bordered on the north by Parkview Avenue and on the west by US-131. The parcel is approximately 5.5 acres. The terms of sale are: purchase price $215,000; closing date projected to be within 60 and 90 days. Execution of the agreement was pending at the time this Agenda Item was prepared. A copy of the Purchase Agreement is on file with Secretary to the Board.

Recommended Motion

It is recommended that the Board approve, or, in the event the Purchase Agreement has been executed at the time of the Board meeting, ratify the sale and conveyance of the above parcel to Glysan, L.L.C.
4. **Declaration of Restrictive Covenants:** The restrictive covenants will be imposed on the portion of the BTR Park proposed for private development. The covenants have been reviewed and approved by University staff as well as the staff and Planning Commission for the City of Kalamazoo. These covenants relate to matters such as conservation, vegetation, building standards, vehicle and pedestrian traffic, open space requirements, lighting, signage, landscaping, and miscellaneous use matters such as underground storage tanks, rubbish, and maintenance. The Declaration of Restrictive Covenants was executed on May 14, 2001 and is on file with the Secretary to the Board.

**Recommended Motion**

It is recommended that the Board ratify the Declaration of Restrictive Covenants.

5. **Master Deed for BTR Park:** The parcels in the BTR Park will be subdivided, as permitted under Michigan law, by the creation of a subdivision under Act 59 of the Public Acts of 1978 (Michigan Condominium Act). The subdivision is effected by the recording of a master deed. The Master Deed was executed on May 14, 2001 and a copy is on file with the Secretary to the Board.

**Recommended Motion**

It is recommended that the Board ratify the subdivision of the BTR Park.

6. **Utility Easements:** There are several current, recorded utility easements across the BTR Park. It is important that some of these easements be terminated or modified so that they do not impede future development of parcels within the Park. New and relocated easements will be required to be furnished to utility providers, including Consumers Energy, Ameritech, and the City of Kalamazoo. Copies of said easements are on file with the Secretary to the Board.

**Recommended Motion**

It is recommended that the Board ratify the above easements.

7. **Dedication of Public Streets:** The new “loop” road within the BTR Park is proposed to become a public street. This is accomplished by dedication of the street through the conveyance of it by the University to the City of Kalamazoo. This may not be effected until construction of the street is completed, in mid-2001. In the period before final dedication/conveyance of the street, it may be necessary for the University to grant temporary easements over the proposed street to parcel purchasers.
Recommended Motion

It is recommended that the Board approve the conveyance of the proposed public street to the City of Kalamazoo and authorize the Administration to execute any easements and/or documents necessary to effectuate the dedication of the street to the City of Kalamazoo.

8. **Parkview Widening:** The current width of the Parkview Avenue right-of-way is 66 feet (33 feet on each side of the centerline). The City has proposed that it is in the best interests of the public that the Parkview Avenue right-of-way be widened to 100 feet to provide for future street improvements, utilities, etc. The City has requested that the University convey to the City a 17-foot wide strip along the north side of the BTR Park, adjacent to Parkview Avenue, so that the City owns 50 feet in width south of the centerline of Parkview Avenue. The City may make a future request for a similar conveyance along the north side of Parkview Avenue.

Recommended Motion

It is recommended that the Board approve the conveyance to the City of Kalamazoo the above-described piece of property 17 feet in width, lying immediately south of Parkview Avenue, along the entire frontage of the BTR Park and authorize the Administration to execute all documents necessary to effectuate the conveyance.

Recommended Motion

It is recommended that the Board authorize the Administration to convey to the City of Kalamazoo any substantially similar portion of land along the north side of Parkview Avenue in a fashion substantially similar to the above conveyance and authorize the Administration to execute all documents necessary to effectuate the conveyance.

9. **Miscellaneous Ministerial Actions:** In order to effectuate these various transactions, the Administration will need to execute some ancillary documents such as escrow agreements, temporary easements, and easements to itself.

Recommended Motion

It is recommended that the Board authorize the Administration to execute all ancillary documents necessary to effectuate the above items approved or ratified by the Board.
VEHICLE REGISTRATION RATES

Background

The University has continued to make substantial improvements to the University's roadways and parking facilities during the past decade. These improvements are funded out of parking registration fees, violation fines and parking meter fees. The cost of operating the parking system is also paid for from the same revenue sources. As we look to the coming fiscal year, we face the prospect of continuing to make significant improvements to our parking system and will commence the construction of two parking structures in conjunction with the engineering college facilities at the Parkview Campus.

The administration is requesting the Board to approve the proposed rates effective with the Fall Semester, 2001.

Proposed Vehicle Registration Rates

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<td></td>
<td></td>
</tr>
<tr>
<td>Full-time</td>
<td>Academic Year</td>
<td>$175.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Academic Year</td>
<td>105.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Full-time</td>
<td>Winter/Spring/Summer</td>
<td>105.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Winter/Spring/Summer</td>
<td>65.00</td>
<td>85.00</td>
</tr>
<tr>
<td></td>
<td>All Spring/Summer</td>
<td>65.00</td>
<td>85.00</td>
</tr>
<tr>
<td>Two-Wheel Motor Vehicles</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full-time</td>
<td>Academic Year</td>
<td>$100.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Academic Year</td>
<td>60.00</td>
<td>80.00</td>
</tr>
<tr>
<td>Full-time</td>
<td>Winter/Spring/Summer</td>
<td>60.00</td>
<td>80.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Winter/Spring Summer</td>
<td>35.00</td>
<td>45.00</td>
</tr>
<tr>
<td></td>
<td>All Spring/Summer</td>
<td>35.00</td>
<td>45.00</td>
</tr>
<tr>
<td>Lawson Parking (any vehicle type)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full-time</td>
<td>Academic Year</td>
<td>$85.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Academic Year</td>
<td>50.00</td>
<td>65.00</td>
</tr>
<tr>
<td>Full-time</td>
<td>Winter/Spring/Summer</td>
<td>50.00</td>
<td>65.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Winter/Spring/Summer</td>
<td>30.00</td>
<td>40.00</td>
</tr>
<tr>
<td></td>
<td>All Spring/Summer</td>
<td>30.00</td>
<td>40.00</td>
</tr>
</tbody>
</table>

Recommended Motion to Table

It is recommended that the Board table the recommendation re vehicle registration rates effective with the Fall Semester, 2001, until the June 2001 meeting to allow for additional input.
## Parking Budget Projections

<table>
<thead>
<tr>
<th>Parking Sticker Cost</th>
<th>$150</th>
<th>$175</th>
<th>$175</th>
<th>$225</th>
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</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1998/1999 (Actual)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Permits</td>
<td>1,818,136</td>
<td>2,193,893</td>
<td>2,189,545</td>
<td>2,700,000</td>
</tr>
<tr>
<td>Employee Permits</td>
<td>886,032</td>
<td>1,031,837</td>
<td>1,154,737</td>
<td>1,450,000</td>
</tr>
<tr>
<td>Other Permits</td>
<td>122,694</td>
<td>165,364</td>
<td>111,242</td>
<td>150,000</td>
</tr>
<tr>
<td>Parking Violations</td>
<td>1,033,752</td>
<td>1,103,481</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Parking Meters</td>
<td>369,414</td>
<td>430,575</td>
<td>400,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Miller Events Fee</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>KCMS Parking</td>
<td>28,800</td>
<td>36,000</td>
<td>56,400</td>
<td>56,000</td>
</tr>
<tr>
<td>Special Events</td>
<td>125,000</td>
<td>122,254</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>106,234</td>
<td>76,075</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>4,540,062</td>
<td>5,210,000</td>
<td>5,091,924</td>
<td>5,936,000</td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,859,890</td>
<td>1,944,281</td>
<td>1,982,906</td>
<td>* 3,323,000</td>
</tr>
<tr>
<td>Compensation</td>
<td>774,122</td>
<td>813,532</td>
<td>850,000</td>
<td>923,000</td>
</tr>
<tr>
<td>Bus Subsidy</td>
<td>560,000</td>
<td>773,738</td>
<td>725,000</td>
<td>930,000</td>
</tr>
<tr>
<td>General Fund Subsidy</td>
<td>194,797</td>
<td>189,720</td>
<td>214,223</td>
<td>250,000</td>
</tr>
<tr>
<td>Physical Plant Equipment</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Fees/Comp/Contracts</td>
<td>188,196</td>
<td>224,382</td>
<td>188,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Insurance Bonds</td>
<td>2,529</td>
<td>2,436</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td>Maint/Custodial/Landscape</td>
<td>13,310</td>
<td>5,871</td>
<td>43</td>
<td>0</td>
</tr>
<tr>
<td>Postage/Freight</td>
<td>12,037</td>
<td>18,574</td>
<td>18,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Printing/Duplicating</td>
<td>36,484</td>
<td>62,021</td>
<td>50,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Public Relations</td>
<td>3,828</td>
<td>1,830</td>
<td>1,758</td>
<td>2,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>98,934</td>
<td>113,617</td>
<td>147,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>11,652</td>
<td>12,416</td>
<td>13,000</td>
<td>14,000</td>
</tr>
<tr>
<td>Transportation</td>
<td>42,790</td>
<td>35,805</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>23645</td>
<td>28,309</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Construction Projects</td>
<td>111,270</td>
<td>1,072,392</td>
<td>1,066,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>3,983,284</td>
<td>5,348,924</td>
<td>5,365,955</td>
<td>5,922,000</td>
</tr>
<tr>
<td><strong>Balance</strong></td>
<td>556,778</td>
<td>-138,924</td>
<td>-274,031</td>
<td>14,000</td>
</tr>
</tbody>
</table>

17,000 FTE Stickers X $25 = $425,000 revenue
*BTR Ramps - $1,197,243 per year for 30 years (5.20%)
* 2001 Summer Road Projects - $139,800 per year for 5 years
CONTINUING EDUCATION TUITION RATES - Dr. Alan Walker, Vice Provost, Division of Continuing Education

Background

Continuing Education's tuition rates are determined by the addition of a $40 differential per credit hour, to both the on-campus resident upper division rate for undergraduates and the resident graduate rate for graduates. This differential, which also includes the facility fee, is intended to pay for some of the additional expenses for providing off-campus education.

The Graduate Center at 200 Ionia Street in downtown Grand Rapids opened late April 2001. Revenue generated from increased academic programming and conference business will not fully cover the costs of operating this new facility. It is recommended that the Trustees authorize, effective Fall 2001, that Continuing Education tuition be determined by adding an additional $20 per credit hour to the existing differential on both the on-campus resident upper division rate for undergraduates and the resident graduate rate for graduates. The new Continuing Education differential will be $60 per credit hour.

Recommended Motion

It is recommended that the Trustees authorize, effective with the Fall Semester 2001, an increase of $20 per credit hour in Continuing Education tuition for a total amount of $60 per credit hour for both the on campus resident upper division rate for undergraduates and the resident graduate rate for graduates.

It is recommended that action be tabled until the June meeting to allow for additional input.

DCE
05/14/01
RECOMMENDATION re FALL SEMESTER 2001 TUITION RATES

Background

In establishing a budget for the University, we look at the various operating expenses, projected cost increases, and revenues for the coming year. Among our fixed costs are items like employee compensation, utilities, and academic program support. In some of these areas we are anticipating unusually high increases:

- Western Michigan University is not alone in feeling the effect of significant increases in energy costs. Energy costs are expected to rise by 14.72 percent, a cost of $1,388,389. In order to help soften the impact of this increase, we are taking conservation measures very seriously and have implemented a campus-wide temperature setpoint policy.

- Compounding this budget problem, we have been told to expect a 20 percent increase in health care costs, a cost of $2,121,450. In addition, the health care component of the MPSERS retirement plan contribution to the State of Michigan is expected to increase by 15 percent, a cost of $1,459,294.

Just funding these unusual increases would require a 4.0 percent state appropriation increase or a 5.5 percent increase in tuition.

At the present time, there is uncertainty regarding the appropriation level for the University. The Michigan House of Representatives recommended a 7.0 percent increase, the Michigan Senate Appropriations Subcommittee on Higher Education recommended a 4.8 percent increase, and the Governor’s revised budget recommended a 0.0 percent increase. Given the disparity in these recommended increases, it is incumbent upon us to present to the Board of Trustees a set of recommendations for increasing tuition effective Fall Semester 2001. Three scenarios are summarized below for the Board’s consideration. Each is dependent on the appropriation increase the University will receive from the state and is detailed on the attached sheets:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Proposed State Appropriation Increase</th>
<th>Proposed WMU Tuition and Fee Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>7.0%</td>
<td>7.7%</td>
</tr>
<tr>
<td>B</td>
<td>4.8%</td>
<td>10.6%</td>
</tr>
<tr>
<td>C</td>
<td>0.0%</td>
<td>16.9%</td>
</tr>
</tbody>
</table>

Recommended Action

It is recommended that the Board of Trustees table action on the Fall 2001 tuition increase until the Board’s next meeting.
RECOMMENDATION re FALL SEMESTER 2001 TUITION RATES - Exhibit A

It is recommended that effective with the Fall Semester, 2001 the following tuition rates be approved. These rates represent a 7.7% increase in tuition and required fees over the Fall Semester 2000 rates.

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Basis</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Undergrad-Lower</td>
<td>Cr. Hr.</td>
<td>$116.40</td>
<td>$126.91</td>
</tr>
<tr>
<td>Resident Undergrad-Upper</td>
<td>Cr. Hr.</td>
<td>130.42</td>
<td>142.01</td>
</tr>
<tr>
<td>Resident Graduate</td>
<td>Cr. Hr.</td>
<td>166.64</td>
<td>181.40</td>
</tr>
<tr>
<td>Non-Resident Undergrad-Lower</td>
<td>Cr. Hr.</td>
<td>290.99</td>
<td>314.94</td>
</tr>
<tr>
<td>Non-Resident Undergrad-Upper</td>
<td>Cr. Hr.</td>
<td>326.73</td>
<td>353.43</td>
</tr>
<tr>
<td>Non-Resident Graduate</td>
<td>Cr. Hr.</td>
<td>399.77</td>
<td>432.48</td>
</tr>
</tbody>
</table>

REQUERIED FEES:

- Enrollment Fee (2001/02 Full-Time Students)* $578.00
- Student Assessment Fee (2001/02 Full-Time Students) $24.00

*The Enrollment Fee is a single per capita assessment which covers: Health Center Operations Fee; Technology Fee, covering information systems services for students; Facility Fee, for auxiliary building debt requirements; Recreation Fee, for recreation building debt service and building operations; and Infrastructure Fee, for deferred maintenance projects.
RECOMMENDATION re FALL SEMESTER 2001 TUITION RATES - Exhibit B

It is recommended that effective with the Fall Semester, 2001 the following tuition rates be approved. These rates represent a 10.6% increase in tuition and required fees over the Fall Semester 2000 rates.

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Basis</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Undergrad-Lower</td>
<td>Cr. Hr.</td>
<td>$116.40</td>
<td>$130.87</td>
</tr>
<tr>
<td>Resident Undergrad-Upper</td>
<td>Cr. Hr.</td>
<td>130.42</td>
<td>146.37</td>
</tr>
<tr>
<td>Resident Graduate</td>
<td>Cr. Hr.</td>
<td>166.64</td>
<td>186.96</td>
</tr>
<tr>
<td>Non-Resident Undergrad-Lower</td>
<td>Cr. Hr.</td>
<td>290.99</td>
<td>323.96</td>
</tr>
<tr>
<td>Non-Resident Undergrad-Upper</td>
<td>Cr. Hr.</td>
<td>326.73</td>
<td>363.49</td>
</tr>
<tr>
<td>Non-Resident Graduate</td>
<td>Cr. Hr.</td>
<td>399.77</td>
<td>444.80</td>
</tr>
</tbody>
</table>

REQUIRED FEES:

Enrollment Fee (2001/02 Full-Time Students)* $578.00
Student Assessment Fee (2001/02 Full-Time Students) $24.00

*The Enrollment Fee is a single per capita assessment which covers: Health Center Operations Fee; Technology Fee, covering information systems services for students; Facility Fee, for auxiliary building debt requirements; Recreation Fee, for recreation building debt service and building operations; and Infrastructure Fee, for deferred maintenance projects.
RECOMMENDATION re FALL SEMESTER 2001 TUITION RATES - Exhibit C

It is recommended that effective with the Fall Semester, 2001 the following tuition rates be approved. These rates represent a 16.9% increase in tuition and required fees over the Fall Semester 2000 rates.

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Basis</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Undergrad-Lower</td>
<td>Cr. Hr.</td>
<td>$116.40</td>
<td>$139.46</td>
</tr>
<tr>
<td>Resident Undergrad-Upper</td>
<td>Cr. Hr.</td>
<td>130.42</td>
<td>155.85</td>
</tr>
<tr>
<td>Resident Graduate</td>
<td>Cr. Hr.</td>
<td>166.64</td>
<td>199.04</td>
</tr>
<tr>
<td>Non-Resident Undergrad-Lower</td>
<td>Cr. Hr.</td>
<td>290.99</td>
<td>343.56</td>
</tr>
<tr>
<td>Non-Resident Undergrad-Upper</td>
<td>Cr. Hr.</td>
<td>326.73</td>
<td>385.34</td>
</tr>
<tr>
<td>Non-Resident Graduate</td>
<td>Cr. Hr.</td>
<td>399.77</td>
<td>471.57</td>
</tr>
</tbody>
</table>

REQUIRED FEES:

- Enrollment Fee (2001/02 Full-Time Students)* $578.00
- Student Assessment Fee (2001/02 Full-Time Students) $24.00

*The Enrollment Fee is a single per capita assessment which covers: Health Center Operations Fee; Technology Fee, covering information systems services for students; Facility Fee, for auxiliary building debt requirements; Recreation Fee, for recreation building debt service and building operations; and Infrastructure Fee, for deferred maintenance projects.
Western Michigan University
Board of Trustees Agenda
Budget and Finance Committee

Agenda Item No. 11
May 30, 2001

STUDENT ROOM AND BOARD AND APARTMENT RENTAL RATES FOR 2001/02

Background

Western Michigan University currently operates 22 residence halls, 6 full service, dining facilities, 5 cash dining operations and 3 apartment complexes. The housing and dining units make available a variety of living and dining options for our students ranging from contracts for room and board or room only, single and double rooms, residence halls for men and women only, or coed by floor or suite. We also offer flexible dining plans 10- meal, 15 meal, 20 meal, in dining units that are open continuously from 7:00 am until 6:30 p.m. (8:00 p.m. in Bigelow/Hoekje), and a carry out service open in all 6 dining locations from 7:00 am until 8:00 p.m., Monday through Friday.

The residence hall capacity for the 2001/2002 fall/winter semesters is 6,180. The University houses approximately 28% of the Kalamazoo campus students. Approximately 83% of students living in residence halls are either freshman or sophomore. For the fall semester 2000, the residence halls opened at 102% of capacity and operated at approximately 92% of capacity for the winter semester. We housed a record number of first year students (approximately 200 more than previous years) during the 2000/2001 academic year.

From the Summer of 2000 through the Summer of 2001 the Office of Residence Life has funded or will fund the following hall projects: replacement of elevators in Britton and Hadley Halls, replacement of a hot water tank in the Valley III complex, replacement of the Shilling Hall roof, replacement of emergency exit lighting in main campus and Goldsworth Valley complexes, replacement of smoke detectors in Draper, Siedschlag, and Ernest and Smith Burnham halls and the replacement of 12 corridors of carpeting.

The University also operates 585 on-campus apartments for student families, single graduate students and non-traditional students. The one-and two-bedroom units, both furnished and unfurnished, are located in 3 complexes and operate throughout the year at between 95% and 99% of capacity.

During the summer of 2001, Dining Services is renovating the Bigelow/Henry/Hoekje residence hall dining room. When completed the room will feature new carpeting, serving equipment, chairs, windows, new architectural features, and a display cooking area in the dining room.

For the fall/winter semesters 2001/2002 we are recommending approval of an average increase of 8.8% in room and board rates. We are also recommending approval of a 6.0% increase in our apartment rental rates. From information we have gathered to date from other Michigan universities, our proposed room and board increase for residence halls and dining services would rank WMU 3rd. Last year we ranked 4th. We are also expecting an opening occupancy of 6,200 again due mostly to a large freshman class. This rate increase will allow us to absorb expected increases in operating costs for compensation, utilities, food, maintenance, and renovation.
**Recommended Motion**

It is recommended that action be tabled until the June meeting to allow for additional input.

<table>
<thead>
<tr>
<th>RESIDENCE HALLS</th>
<th>2000-01</th>
<th>Change</th>
<th>2001-02</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Room and Board (20 Meal Plan)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Year</td>
<td>$5,073.00</td>
<td>$444.00</td>
<td>$5,517.00</td>
<td>8.8%</td>
</tr>
<tr>
<td><strong>Room and Board (15 Meal Plan)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Year</td>
<td>$4,994.00</td>
<td>$373.00</td>
<td>$5,367.00</td>
<td>7.5%</td>
</tr>
<tr>
<td>Spring</td>
<td>$1,209.00</td>
<td>$105.00</td>
<td>$1,314.00</td>
<td>8.7%</td>
</tr>
<tr>
<td>Summer</td>
<td>$1,209.00</td>
<td>$93.00</td>
<td>$1,302.00</td>
<td>7.7%</td>
</tr>
<tr>
<td><strong>Room and Board (10 Meal Plan)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Year</td>
<td>$4,557.00</td>
<td>$468.00</td>
<td>$5,025.00</td>
<td>10.3%</td>
</tr>
<tr>
<td>Spring</td>
<td>$1,129.00</td>
<td>$56.00</td>
<td>$1,185.00</td>
<td>5.0%</td>
</tr>
<tr>
<td>Summer</td>
<td>$1,129.00</td>
<td>$44.00</td>
<td>$1,173.00</td>
<td>3.9%</td>
</tr>
<tr>
<td>Single Room - Per Day</td>
<td>$8.50</td>
<td>0.00</td>
<td>$8.50</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

Aggregate rate increase 8.8%

Rates include $25 per semester/$12.50 per session deferred maintenance fee.

**APARTMENTS (Per Month)**

<table>
<thead>
<tr>
<th>Goldsworthy Valley</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR - Furnished</td>
<td>$475.00</td>
<td>$38.00</td>
<td>$513.00</td>
<td>8.0%</td>
</tr>
<tr>
<td>2 BR - Furnished</td>
<td>$539.00</td>
<td>$43.00</td>
<td>$582.00</td>
<td>8.0%</td>
</tr>
<tr>
<td>1 BR - Unfurnished</td>
<td>$434.00</td>
<td>$33.00</td>
<td>$467.00</td>
<td>7.6%</td>
</tr>
<tr>
<td>2 BR - Unfurnished</td>
<td>$491.00</td>
<td>$46.00</td>
<td>$537.00</td>
<td>9.4%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stadium Drive</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 BR - Furnished</td>
<td>$483.00</td>
<td>$30.00</td>
<td>$513.00</td>
<td>6.2%</td>
</tr>
<tr>
<td>2 BR - Furnished</td>
<td>$571.00</td>
<td>$21.00</td>
<td>$592.00</td>
<td>3.7%</td>
</tr>
<tr>
<td>1 BR - Unfurnished</td>
<td>$448.00</td>
<td>$19.00</td>
<td>$467.00</td>
<td>4.2%</td>
</tr>
<tr>
<td>2 BR - Unfurnished</td>
<td>$519.00</td>
<td>$26.00</td>
<td>$545.00</td>
<td>5.0%</td>
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</table>

<table>
<thead>
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<th>Elmwood</th>
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<tbody>
<tr>
<td>1 BR - Furnished</td>
<td>$531.00</td>
<td>$35.00</td>
<td>$566.00</td>
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<td>2 BR - Furnished</td>
<td>$692.00</td>
<td>$25.00</td>
<td>$717.00</td>
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<td>$494.00</td>
<td>$25.00</td>
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<tr>
<td>2 BR - Unfurnished</td>
<td>$605.00</td>
<td>$25.00</td>
<td>$630.00</td>
<td>4.1%</td>
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</table>

Aggregate rate increase 6.0%

Rates include $6 per month deferred maintenance fee.
### RESIDENCE AND DINING

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<tr>
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</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Room and Board</td>
<td>$22,506,685</td>
<td>$25,021,805</td>
<td>$27,174,973</td>
<td>$29,024,092</td>
<td>$31,440,423</td>
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<tr>
<td>Other Revenue</td>
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<td>462,291</td>
<td>2,585,628</td>
<td>896,808</td>
<td>656,610</td>
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<td>Deferred Maint. Fee</td>
<td>276,838</td>
<td>276,838</td>
<td>375,441</td>
<td>366,203</td>
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<td><strong>Sub-total</strong></td>
<td>$23,609,101</td>
<td>$25,760,934</td>
<td>$30,136,042</td>
<td>$30,287,103</td>
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<td></td>
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<tr>
<td>Compensation</td>
<td>$5,818,756</td>
<td>$6,114,221</td>
<td>$8,561,112</td>
<td>$8,906,990</td>
<td>$9,103,576</td>
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<td>Cost of Food</td>
<td>2,847,619</td>
<td>3,036,294</td>
<td>3,016,822</td>
<td>3,205,924</td>
<td>3,500,681</td>
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<td>Overhead Expense</td>
<td>5,549,157</td>
<td>5,592,544</td>
<td>7,591,649</td>
<td>6,797,243</td>
<td>7,294,226</td>
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<td>Maintenance</td>
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<td>4,860,851</td>
<td>4,422,240</td>
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<td>Utilities</td>
<td>2,521,721</td>
<td>2,765,808</td>
<td>2,847,860</td>
<td>3,042,259</td>
<td>3,498,598</td>
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<tr>
<td>Debt Service (system)</td>
<td>1,279,530</td>
<td>1,208,209</td>
<td>1,232,891</td>
<td>1,259,816</td>
<td>1,394,877</td>
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<tr>
<td>Miscellaneous</td>
<td>1,093,652</td>
<td>1,185,419</td>
<td>977,700</td>
<td>1,317,023</td>
<td>1,129,818</td>
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<tr>
<td><strong>Sub-total</strong></td>
<td>$23,848,228</td>
<td>$25,516,105</td>
<td>$29,088,885</td>
<td>$28,951,595</td>
<td>$30,988,048</td>
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<tr>
<td><strong>Net Income Residence &amp; Dining</strong></td>
<td>($39,127)</td>
<td>($244,829)</td>
<td>($1,047,157)</td>
<td>($1,335,508)</td>
<td>($1,495,188)</td>
</tr>
</tbody>
</table>

### APARTMENTS

|                         |                |                |                |                          |                      |
|**REVENUE**              |                |                |                |                          |                      |
| Apartment Rent          | $2,873,579     | $2,933,839     | $3,043,485     | $3,185,017               | $3,376,118           |
| Deferred Maint. Fee     | 38,976         | 38,976         | 40,320         | 40,320                   | 40,320               |
| **Sub-total**           | $2,912,555     | $2,972,815     | $3,083,805     | $3,225,337               | $3,416,438           |
| **EXPENSE**             |                |                |                |                          |                      |
| Compensation            | $44,544        | $47,658        | $57,600        | $62,585                  | $65,088              |
| Overhead Expense        | 944,592        | 951,977        | 976,106        | 981,875                  | 1,019,933            |
| Maintenance             | 719,534        | 885,200        | 1,240,758      | 1,463,938                | 1,494,217            |
| Utilities               | 661,495        | 692,074        | 732,640        | 761,506                  | 875,732              |
| Debt Service (system)   | 543,015        | 520,737        | 541,366        | 469,076                  | 469,076              |
| Miscellaneous           | 150,776        | 414,617        | 319,751        | 164,309                  | 174,238              |
| **Sub-total**           | $3,063,956     | $3,512,263     | $3,688,221     | $3,903,289               | $4,098,284           |
| **Net Income Apartments** | ($151,401) | ($539,448) | ($784,416) | ($677,952) | ($681,846) |

### BERNHARD CTR/OTHER

|                         |                |                |                |                          |                      |
|**REVENUE**              |                |                |                |                          |                      |
| Bernhard Center         | $2,936,824     | $3,003,787     | $3,057,399     | $2,894,901               | $2,894,901           |
| Interest Income         | 246,856        | 301,961        | 380,046        | 337,720                  | 337,720              |
| Conferences - Dining    | 161,833        | 317,054        | 326,625        | 193,000                  | 193,000              |
| Miscellaneous           | 1,305,438      | 1,483,290      | 1,377,922      | 1,106,646                | 1,133,646            |
| **Sub-total**           | $4,650,951     | $5,108,092     | $5,141,992     | $4,532,267               | $4,559,267           |
| **EXPENSE**             |                |                |                |                          |                      |
| Compensation            | $1,473,073     | $1,403,136     | $1,788,709     | $1,788,993               | $1,827,286           |
| Cost of Food            | 548,139        | 615,067        | 639,542        | 767,846                  | 790,881              |
| Overhead Expense        | 274,947        | 277,097        | 365,376        | 283,653                  | 298,864              |
| Maintenance             | 919,744        | 1,081,686      | 958,528        | 993,777                  | 1,013,369            |
| Utilities               | 471,453        | 416,089        | 440,483        | 457,800                  | 526,470              |
| Debt Service (system)   | 469,182        | 478,885        | 277,152        | 399,282                  | 399,282              |
| Miscellaneous           | 302,637        | 528,374        | 428,575        | 473,122                  | 487,316              |
| **Sub-total**           | $4,459,175     | $4,800,313     | $4,878,365     | $5,144,473               | $5,343,468           |
| **Net Income Other**    | $191,776       | $305,779       | $263,627       | ($612,206)               | ($784,201)           |

|**Net Income(Loss)**     | $1,248         | $11,160        | $526,368       | $45,350                  | $29,141              |

**Memo:**
- Total Debt Payment: 2,291,727
- Total Overhead: 6,768,696
- Total Maintenance: 6,177,071
- Total Utilities: 3,854,669

*Proposed Budget*
## FORECAST FACTORS

### REVENUE CHANGE RATES

<table>
<thead>
<tr>
<th>Factor</th>
<th>2000-01</th>
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<tbody>
<tr>
<td>Room/Board - Rate Change (20 ml) (%)</td>
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<td>Room/Board - Rate Change (15 ml) (%)</td>
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<tr>
<td>Apartment Rent - Rate Change (%)</td>
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<tr>
<td>Investment Income (%)</td>
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</tr>
<tr>
<td>Other (%)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Deferred Maint. (%)</td>
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<tr>
<td>Bernhard Ctr. (%)</td>
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### EXPENSE CHANGE RATES

<table>
<thead>
<tr>
<th>Category</th>
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<tbody>
<tr>
<td>Cost of Food (%)</td>
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</tr>
<tr>
<td>Compensation (%)</td>
<td>4.00%</td>
</tr>
<tr>
<td>Student Help Compensation (%)</td>
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<tr>
<td>Overhead Expense Reim. to Fund 11 (sal. &amp; supplies) (%)</td>
<td>5.00%</td>
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<tr>
<td>Insurance (%)</td>
<td>20.00%</td>
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<tr>
<td>Other Expense (supplies &amp; equip.) (%)</td>
<td>1.50%</td>
</tr>
<tr>
<td>Routine Maint Expense -Apartments ($)</td>
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<tr>
<td>- Residence Life ($)</td>
<td>0</td>
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<tr>
<td>-Dining ($)</td>
<td>0</td>
</tr>
<tr>
<td>-Other ($)</td>
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</tr>
<tr>
<td>Special Maint Expense - Apartments ($)</td>
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</tr>
<tr>
<td>- Residence Life ($)</td>
<td>500,000</td>
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<tr>
<td>-Dining($)</td>
<td>0</td>
</tr>
<tr>
<td>- Other ($)</td>
<td>0</td>
</tr>
<tr>
<td>Utilities (%)</td>
<td>15.00%</td>
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<tr>
<td>Debt Service - Apartments ($)</td>
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<td>-Residence Life ($)</td>
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<tr>
<td>-Dining ($)</td>
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<tr>
<td>- Other ($)</td>
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Michigan Universities/Colleges  
Residence Halls  
2001 - 2002 Room & Board Rates  
May 10, 2001

<table>
<thead>
<tr>
<th>University/College</th>
<th>2000 - 2001</th>
<th>2001 - 2002</th>
<th>Status</th>
<th>Increase</th>
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<tr>
<td>32.23 weeks/13 meal plan</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Ferris State University</td>
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<td></td>
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<tr>
<td>Western Michigan University</td>
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<td>32 weeks/20 meal plan</td>
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<td>32 weeks/15 meal plan</td>
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<td>32 weeks/10 meal plan</td>
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<tr>
<td>Grand Valley State University</td>
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<td>32 weeks/19 meal plan</td>
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<td></td>
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<td>Northern Michigan University</td>
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<td>30 weeks/ala carte meal plan</td>
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<td>32 weeks/19 meal plan</td>
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<tr>
<td>Saginaw Valley State University</td>
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<td>10 meal plan</td>
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<tr>
<td>Lake Superior State University</td>
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<td>$4,678</td>
<td>Proposed</td>
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<tr>
<td>34 weeks/19 meal plan</td>
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</table>
Western Michigan University  
Board of Trustees  
Budget and Finance Committee  

SCOPE OF 2001 EXTERNAL AUDIT

Background

At the January 19, 2001 meeting, the Board appointed the firm of Plante & Moran as the external auditors for the University. As such, Plante & Moran will perform the annual financial audit for Western Michigan University for the year ending June 30, 2001.

In keeping with past practice, the external auditors appear before the Board of Trustees to discuss the scope of their annual financial audit. This meeting also provides the Trustees with an opportunity to raise questions relative to the annual audit. Information regarding the scope of the audit and other related items of interest are also presented by the auditors. In addition, representatives from Plante & Moran are present to answer questions and address issues which you may have.

Recommended Motion

This is an informational item requiring no specific action of the Board of Trustees.
Western Michigan University
Board of Trustees
Budget and Finance Committee

OPERATING CASH REPORT
Western Michigan University
Board of Trustees
Budget and Finance Committee

ANNUITY AND LIFE INCOME FUNDS REPORT
CONFIRMATION AND RATIFICATION OF BTR PARK REAL ESTATE TRANSACTIONS

Background

Since the formal groundbreaking on Western Michigan University's Business Technology and Research Park (to be referred to in the future as the Parkview Campus), two companies have made commitments to become tenants of the BTR Park. They are Richard-Allan Scientific, Inc., and Glysan L.L.C. (an entity affiliated with Fluid Process Equipment, Inc.) The site plan for the Richard-Allan Scientific project has been approved by the City of Kalamazoo. Western Michigan University and the developer for the BTR Project, Ridgewood Partners, L.L.C., have been engaged in negotiating and drafting the real estate transactions necessary to effectuate the projects for both tenants and the development of the Park in general. There are several real estate items that need the approval and ratification of the Board of Trustees. These items are bundled together in this Agenda Item.

1. **Sale to Ridgewood Partners, L.L.C.**: This is the first parcel in the BTR Park that has been sold. The parcel is located in the northeast corner of the BTR Park, adjacent to the buffer area. The terms are: 15.09 acres; purchase price - $32,000 per acre, or $482,880; closing within approximately 60 days. Purchaser requested a right of early access to the site to do preliminary grading and limited construction work, with full indemnification of the University and proof of liability insurance required. The Purchase Agreement for the transaction was executed March 22, 2001. A copy of the Purchase Agreement is attached as Tab 1. The Early Access and Hold Harmless Agreement was executed on March 23, 2001. A copy of the Early Access and Hold Harmless Agreement is attached as Tab 2. It is also necessary to execute a Warranty Deed transferring the property. A copy of the Warranty Deed is attached as Tab 3.

Recommended Motion

It is recommended that the Board ratify the sale and conveyance of the above-described parcel.

Recommended Motion

It is recommended that the Board ratify the Early Access and Hold Harmless Agreement.

Recommended Motion
It is recommended that the Board authorize the Administration to execute a Warranty Deed for the above-described transaction in a form substantially similar to the Warranty Deed attached.

2. **Option to Ridgewood Partners, L.L.C.:** Ridgewood Partners, L.L.C. has purchased an option with regard to the parcel lying immediately west of the parcel proposed for the Richard-Allan project. Ridgewood Partners, L.L.C. anticipates the possibility of the expansion of the Richard-Allan site, or the prospect of construction of a building housing a business affiliated, or having synergies, with Richard-Allan Scientific. The parcel consists of approximately 8 acres. The Option provides for an escalating per acre purchase price beginning with $45,000 per acre in the first Option year and increasing by $5,000 per acre per Option year. The Option is available for an initial year and has three renewal years (for a payment of $5,000 per Option year) available for a total of four years. The Option Agreement was executed on March 22, 2001. A copy of the Option Agreement is attached as Tab 4.

**Recommended Motion**

It is recommended that the Board ratify the attached Option Agreement and authorize future conveyance of the parcel if the option is exercised.

3. **Sale to Glysan, L.L.C.:** Glysan L.L.C. (an entity affiliated with Fluid Process Equipment, Inc.) assembles and markets industrial pump systems and technology. Fluid Process desires to purchase the parcel in the northwest corner of the BTR Park, bordered on the north by Parkview Avenue and on the west by US-131. The parcel is approximately 5.5 acres. The terms of sale are: purchase price $215,000; closing date projected to be within 60 and 90 days. Execution of the agreement was pending at the time this Agenda Item was prepared. A copy of the Purchase Agreement is attached as Tab 5.

**Recommended Motion**

It is recommended that the Board approve, or, in the event the Purchase Agreement has been executed at the time of the Board meeting, ratify the sale and conveyance of the above parcel to Glysan, L.L.C.

4. **Declaration of Restrictive Covenants:** The restrictive covenants will be imposed on the portion of the BTR Park proposed for private development. The covenants
have been reviewed and approved by University staff as well as the staff and Planning Commission for the City of Kalamazoo. These covenants relate to matters such as conservation, vegetation, building standards, vehicle and pedestrian traffic, open space requirements, lighting, signage, landscaping, and miscellaneous use matters such as underground storage tanks, rubbish, and maintenance. The Declaration of Restrictive Covenants was executed on May 14, 2001 and is attached as Tab 6.

Recommended Motion

It is recommended that the Board ratify the Declaration of Restrictive Covenants.

5. Master Deed for BTR Park: The parcels in the BTR Park will be subdivided, as permitted under Michigan law, by the creation of a subdivision under Act 59 of the Public Acts of 1978 (Michigan Condominium Act). The subdivision is effected by the recording of a master deed. The Master Deed was executed on May 14, 2001 and a copy is attached as Tab 7.

Recommended Motion

It is recommended that the Board ratify the subdivision of the BTR Park.

6. Utility Easements: There are several current, recorded utility easements across the BTR Park. It is important that some of these easements be terminated or modified so that they do not impede future development of parcels within the Park. New and relocated easements will be required to be furnished to utility providers, including Consumers Energy, Ameritech, and the City of Kalamazoo. Copies of said easements are attached as Tab 8.

Recommended Motion

It is recommended that the Board ratify the above easements.

7. Dedication of Public Streets: The new “loop” road within the BTR Park is proposed to become a public street. This is accomplished by dedication of the street through the conveyance of it by the University to the City of Kalamazoo. This may not be effected until construction of the street is completed, in mid-2001. In the period before final dedication/conveyance of the street, it may be necessary for the University to grant temporary easements over the proposed street to parcel purchasers.

Recommended Motion
It is recommended that the Board approve the conveyance of the proposed public street to the City of Kalamazoo and authorize the administration to execute any easements and/or documents necessary to effectuate the dedication of the street to the City of Kalamazoo.

8. **Parkview Widening:** The current width of the Parkview Avenue right-of-way is 66 feet (33 feet on each side of the centerline). The City has proposed that it is in the best interests of the public that the Parkview Avenue right-of-way be widened to 100 feet to provide for future street improvements, utilities, etc. The City has requested that the University convey to the City a 17-foot wide strip along the north side of the BTR Park, adjacent to Parkview Avenue, so that the City owns 50 feet in width south of the centerline of Parkview Avenue. The City may make a future request for a similar conveyance along the north side of Parkview Avenue.

**Recommended Motion**

It is recommended that the Board approve the conveyance to the City of Kalamazoo the above-described piece of property 17 feet in width, lying immediately south of Parkview Avenue, along the entire frontage of the BTR Park and authorize the Administration to execute all documents necessary to effectuate the conveyance.

**Recommended Motion**

It is recommended that the Board authorize the Administration to convey to the City of Kalamazoo any substantially similar portion of land along the north side of Parkview Avenue in a fashion substantially similar to the above conveyance and authorize the Administration to execute all documents necessary to effectuate the conveyance.

9. **Miscellaneous Ministerial Actions:** In order to effectuate these various transactions, the Administration will need to execute some ancillary documents such as escrow agreements, temporary easements, and easements to itself.

**Recommended Motion**

It is recommended that the Board authorize the Administration to execute all ancillary documents necessary to effectuate the above items approved or ratified by the Board.
PURCHASE AGREEMENT

AGREEMENT made this 22nd day of March, 2001, by and between THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate ("Seller"), and RIDGEWOOD PARTNERS, L.L.C., a Michigan limited liability company ("Purchaser").

RECITALS

A. Seller is developing a subdivision under the provisions of Act 59, of the Michigan Public Acts of 1978, tentatively to be known as "The WMU Business, Technology & Research Park", located in the City of Kalamazoo, Kalamazoo County, Michigan (the "BTR Park").

B. Lots or parcels in the BTR Park will be subject to certain restrictive covenants, as set forth hereafter, and the BTR Park will contain a public roadway and utility system.

C. Purchaser desires to purchase a parcel in the BTR Park prior to completion of the roadway system. The closing of the purchase may also be completed prior to the recording of a Master Deed creating the subdivision of lots in the BTR Park.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Purchase Price. The Purchaser agrees to purchase, and the Seller agrees to sell, subject to the terms and conditions contained herein, the parcel of property in the BTR Park, described on Exhibit "A" attached hereto (the "Parcel"). The total purchase price for the Parcel shall be Four Hundred Eighty Two Thousand Eight Hundred Dollars ($482,880.00) ("Purchase Price"). The Purchase Price, in the form of cash or cash equivalent, subject to prorations, adjustments and credits as provided herein, shall be paid by Purchaser to Seller at the time of closing, in exchange for a warranty deed conveying the Parcel, in substantially the form as attached hereto as Exhibit "B", free and clear of all liens and encumbrances, subject to existing easements of record, the conditions of the Master Deed for the BTR Park, as well as the Declaration, as referred to in paragraph 7.B. below.

2. Development of Subdivision. The BTR Park, if not completed by the date hereof, shall be completed as promptly as possible after the date hereof and shall be laid out and developed by Seller substantially as shown on plans prepared by the Seller which are attached as Exhibit "C". The Parcel shall be part of the BTR Park. With the exception of the Parcel, the location of all other parcels, units, and improvements, including, but not limited to, roadways and utility services, shall be within the sole discretion of the Seller. Seller reserves the right to modify the plans for the BTR Park, in compliance with the terms of the Master Deed attached hereto, including, but not limited to, the location of roadways and utility services, as set forth in this paragraph, in Seller's sole discretion; provided, however, that the location of the roadway and utility services as contemplated adjacent to the Parcel shall not be altered without the Purchaser’s prior consent.
3. Earnest Money. The parties agree that this Agreement shall be binding between them, and that Purchaser has paid to Seller earnest money in the amount of One Hundred and No/100 Dollars ($100,00), which amount shall be held by Seller and applied on the Purchase Price at the closing. In the event Purchaser shall fail or refuse to conclude the purchase of the Parcel pursuant to the terms set forth herein for any reason not provided for herein, then Seller shall have the option to either enforce Purchaser's obligations hereunder, or to seek from the Purchaser the amount of any damages caused as a result of Purchaser's default. In any event, the earnest money may be retained by Seller, if Purchaser defaults. In the event Seller shall fail or refuse to conclude the sale of the Parcel as set forth herein for any reason not provided for herein, Purchaser shall be entitled to the refund of the earnest money.

4. Proof of Title. Seller shall be responsible for obtaining and furnishing to Purchaser a commitment and policy for owner's title insurance coverage, without standard exceptions, effective on the day of closing, in the amount of the Purchase Price, which shall demonstrate Seller's title to the Parcel to be good and marketable, subject to easements and rights-of-way of record and the Declaration. If the title of the Parcel is not good and marketable on the closing date, Purchaser shall not be required to complete the purchase of the Parcel, and Purchaser may terminate this Agreement.

5. Purchaser's Right of Inspection. Purchaser shall be entitled to reasonable access to the Parcel for the purpose of conducting inspections thereof. Such right of access shall extend to Purchaser's agents and/or designees. Purchaser shall be entitled to undertake complete inspections of the Parcel and any improvements located thereon, including such inspections as are required to complete a phase I environmental assessment of the Parcel. Purchaser shall also be entitled to determine the existence and location of utility service leads adjacent to the Parcel. All such inspections and tests shall be undertaken only at Purchaser's expense, except as may be otherwise agreed upon by the parties in writing, and only in such manner as to cause no damage or injury to the Parcel. In consideration of the fact that on the closing date, Purchaser will have had the opportunity of conducting inspections and tests on the Parcel, including an environmental assessment, Purchaser will accept the Parcel, and its environmental condition, in "as is" condition on the closing date.


A. The parties acknowledge that Purchaser shall be entitled to early access to the Parcel pursuant to an early access and hold harmless agreement between the parties which shall terminate on the Closing Date. Subject to the provisions of this paragraph 6, the sale contemplated herein shall be closed when the parties agree, within forty-five (45) days after the Purchaser shall first undertake any excavating or other physical change to the condition of the Parcel, or within sixty (60) days from the date hereof, whichever shall be earlier. Full, exclusive possession of the Parcel shall be available to Purchaser at the time of closing. Purchaser acknowledges that construction of the roadway system within the BTR Park may not be completed by the time of closing, and that Purchaser may need to gain temporary access to the Parcel from Parkview Avenue. Until such time as the roadway system within the BTR Park is completed and available for Purchaser's use, Purchaser shall be entitled to temporary access to the Parcel across existing construction driveways located on Seller's adjoining property to the west of the Parcel. Purchaser
shall request that construction vehicles gain access to the BTR Park by way of Drake Road, rather than Parkview Avenue.

B. Seller acknowledges that the Purchaser intends to construct a building and related improvements on the Parcel, which will be leased to Richard-Allan Scientific Company ("Tenant") pursuant to a Lease Agreement dated February 15, 2001. The Lease Agreement provides that Tenant may terminate its obligations thereunder if it is determined by the City of Kalamazoo, or a court having competent jurisdiction, that Tenant's proposed use to be conducted on the Parcel is not permitted under the City of Kalamazoo Zoning Ordinance, or should a complaint by a third party challenging the legality of Tenant's proposed use be filed in Kalamazoo County Circuit Court. Tenant's notice to terminate must be furnished to Purchaser prior to the day Purchaser has commenced material construction of the proposed improvements on the Parcel. Material construction is deemed to have commenced on the day on which concrete for footings or foundations for the proposed improvements is first poured.

In consideration of the foregoing, and notwithstanding any other provision contained in this Agreement to the contrary, in the event that Tenant shall terminate the Lease Agreement as aforesaid, Purchaser may terminate its obligation hereunder to purchase the Parcel. Notice of Purchaser's election to so terminate shall be furnished to Seller within five (5) days after Purchaser's receipt of notice of the Tenant's termination of the Lease Agreement. In the event of the termination of this Agreement, Purchaser shall be released from further obligations hereunder; provided, however, that Purchaser shall, within sixty (60) days after the date of notice of its termination of this Agreement (or such other date as agreed upon by the parties in writing), cause the removal of any structures constructed by Purchaser on the Parcel and the restoration of the Parcel to substantially the condition as existed prior to the commencement of Purchaser's activity thereon. Purchaser's earnest money shall be refunded to Purchaser at the time of completion of the restoration.

C. All taxes coming due against the Parcel during the year of closing shall be the responsibility of the Seller. Taxes coming due in subsequent years shall be assumed by and be the responsibility of Purchaser. Notwithstanding the foregoing, in the event that any real property tax bill for the Parcel is split into a separate tax bill applicable to the Parcel by the local tax assessor during the year of closing, the taxes assessed against the Parcel shall be reasonably prorated by the parties to the date of closing. Seller represents and warrants that the Parcel will not be subject to any special assessments on the date of closing. Any special assessments becoming a lien against the Parcel after the date of closing shall be the responsibility of Purchaser.

D. Any approvals associated with this transaction as required by the Michigan Land Division Act shall be the responsibility of Seller and shall be obtained by the date of closing.


A. The Master Deed and Exhibit "A" thereto shall be substantially in the form as attached hereto as Exhibit "D". The Master Deed shall be subject to revision prior to recording by Seller to contain such additional definitions and provisions as may be reasonably necessary to adequately describe and establish the BTR Park. In the event that the Master Deed for the BTR
Park has not been executed and recorded by the date of closing. Seller shall endeavor to record the Master Deed as promptly as possible after the closing and the Purchaser, and its successors and assigns, including any mortgagee, shall be deemed to have irrevocably consented to the execution and recording of the Master Deed for the BTR Park, and the inclusion of the Parcel as part of the BTR Park. At Seller's request, Purchaser shall execute such consents or other documents as Seller reasonably requests to effect the recording of the Master Deed and impose the condominium regime upon the BTR Park and the Parcel. Purchaser irrevocably appoints Seller and its representatives as agent and attorney for the purpose of execution of the aforementioned consent in the name of and on behalf of Purchaser upon the default of such execution by Purchaser. The foregoing provisions may be referenced by Seller in the warranty deed to be furnished to Purchaser at the time of closing, or in another recordable instrument to be executed and recorded at the time of closing.

B. Purchaser also acknowledges being informed by Seller that a Declaration of Restrictions, Covenants and Design Standards, substantially as set forth on Exhibit "E" attached hereto ("Declaration"), will be imposed upon the BTR Park and the Parcel, and shall be executed and recorded by the date of closing. Seller represents to Purchaser that all necessary approvals of the Review Committee (as defined in the Declaration) for the Original Project (as defined below) have been obtained.

C. The parties acknowledge that construction of the roadway system throughout the BTR Park is being undertaken by Seller and the City of Kalamazoo. Seller represents and warrants that at the time of completion of construction of the roadway, the roadway will be dedicated to the public. Until such dedication, Purchaser shall be entitled to the use of the roadway system at all times for access to the Parcel. Such use shall extend to Purchaser and Tenant and their respective contractors, employees, agents and invitees. In the event the roadway has not been dedicated by the date of closing, Seller shall grant to Purchaser an easement confirming such use, which easement shall terminate upon the dedication of the roadway. Seller shall, at its expense, be responsible for constructing and dedicating to the public the roadway as contemplated for the BTR Park to provide access to the Parcel, and Seller shall also be responsible for coordinating the installation and extension of such utility services as also contemplated for the BTR Park and disclosed to Purchaser, to benefit the Parcel. This work on the roadway shall be substantially completed by Seller by November 30, 2001. Seller represents that electricity, gas, public water and sanitary sewer services are currently available for connection to improvements to be constructed by Purchaser on the Parcel. Purchaser acknowledges the possible necessity of Purchaser's contractor to obtain temporary power from existing power lines on the north side of the Parcel.

D. Seller shall also install the berming and plant material ("Screening") as proposed by Seller to the City of Kalamazoo and accepted by the City of Kalamazoo as a condition to approval of the site plan of the project contemplated to be constructed by Purchaser on the Parcel. This work shall be as described on Exhibit "F" attached hereto, and, except as set forth on Exhibit "F", shall be substantially completed by no later than April 30, 2002 at Seller's expense.

E. The parties acknowledge the existence of a City of Kalamazoo easement containing a water main running north and south across the Parcel and that the improvements
contemplated to be constructed by Purchaser on the Parcel have been located on the Parcel so as not to affect or be affected by the existence of the water main (the “Original Project”). The parties acknowledge, however, that in the event of the expansion of the Original Project, such construction activities may necessitate the relocation of the water main. Accordingly, Seller shall, within nine (9) months after the effective date of this Agreement, and at no cost to Purchaser, cause the abandonment or relocation of the water main to a location not within the Parcel or the approximately eight (8) acre parcel lying adjacent to the west. The parties acknowledge that the water main is owned and operated by the City of Kalamazoo, and that the abandonment or relocation of it is subject to the approval of the City of Kalamazoo. Seller shall endeavor to obtain such approval and a commitment from the City of Kalamazoo to undertake such abandonment or relocation as soon as possible after the execution of this Agreement. Seller shall also, at the time of relocation of the water main, attempt to obtain the execution and recording of an instrument terminating the water main easement across the Parcel.

8. Oral Representations Not to be Relied Upon. This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof. The parties acknowledge and agree that the option agreement between them dated October 3, 2000, shall be deemed to terminated and of no further force and effect as of the date of execution of this Agreement.

9. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Seller: The Board of Trustees of Western Michigan University 3020 Seibert Administration Building Kalamazoo, MI 49008-5134 Attn: Robert G. Miller, Associate Vice President Facsimile: (616) 387-2355

With a copy to: Carol L.J. Hustoles, Esq. Western Michigan University 2310 Seibert Administration Building Kalamazoo, MI 49008 Facsimile: (616) 387-3657

If to Purchaser: Ridgewood Partners, L.L.C. 259 East Michigan Avenue, Suite 409 Kalamazoo, MI 49007 Attn: Donald Parfet, Manager
10. **Brokerage Commission.** Seller and Purchaser hereby acknowledge, represent and warrant to each other that no broker or finder has been employed or used by either. Seller and Purchaser each shall indemnify, defend, save and hold the other harmless from and against the payment of any other commission or fees or claims for commissions or fees, for which such party has contracted to pay, it being expressly understood and agreed that the foregoing agreement of indemnification shall survive the closing.

11. **Binding.** The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives and assigns; provided, however, that the provisions of this Agreement are personal to the Purchaser, and Purchaser shall not be entitled to assign its interest herein without the prior written consent of Seller.

IN WITNESS WHEREOF, the parties hereto agree that this Agreement shall be effective the day and year first above written.

SELLER:

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: ____________________________
Lowell P. Rinker
Assistant Treasurer

PURCHASER:

RIDGEWOOD PARTNERS, L.L.C.

By: ____________________________
Clayton M. Waldorf
Manager
EARLY ACCESS AND HOLD HARMLESS AGREEMENT

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate ("Owner") and RIDGEWOOD PARTNERS, L.L.C., a Michigan limited liability company ("Purchaser") have agreed that Purchaser will purchase and Owner will sell the property identified on Exhibit "A" hereto (the "Premises"), subject to the conditions of a purchase agreement of even date herewith. Purchaser has determined that it needs to begin certain aspects of its construction work at the Premises prior to the closing of the purchase and sale. Purchaser has hired A.J. Veneklasen, Incorporated ("Contractor") to undertake such construction work.

Owner hereby grants permission to Contractor to enter upon the Premises for the purpose of commencing construction of site improvements and a building within and on the Premises. Contractor’s work on the Premises shall be limited to earth moving, site balancing, and installation of building footings and foundations. The right to enter, however, shall not be deemed a possessory right but rather a license, terminable by Owner at will, upon written notice to Contractor. Once the conveyance of the Premises to Purchaser is completed, this license shall be null and void, and have no further cause or effect. The license granted herein shall extend to Contractor and its employees and subcontractors.

In consideration of the permission granted hereunder, Contractor shall indemnify, defend and hold Owner harmless from and against all claims for injuries to or death of any persons or damage to property directly arising out of or due to the negligent actions or failures to act of Contractor or its employees, agents or subcontractors in exercising any rights granted hereunder to enter onto the Premises or to commence its construction work, except to the extent such injury, death or damage may have been caused or contributed to by the act or failure to act of Owner, its employees, agents or contractors. In addition, Purchaser and Contractor shall jointly and severally indemnify, defend and hold Owner harmless from and against any and all construction liens for any services or materials furnished to the Premises by or on behalf of Contractor. Purchaser and Contractor shall promptly take whatever action is required and necessary to release and remove such liens as soon as possible, but not later than thirty (30) days after a lien was filed. In the event any such lien has not been removed within such thirty (30) day period, Owner may take whatever action, in its sole discretion, is reasonably necessary or required to release and remove the lien. Any such action shall be at the sole cost and expense of Purchaser and Contractor.

Contractor shall obtain and maintain workers’ compensation insurance and commercial general liability insurance in the minimum amount of Two Million and No/100 Dollars ($2,000,000.00), single limit coverage for each occurrence and Five Million and No/100 Dollars ($5,000,000.00), general aggregate, naming Owner as an additional insured. Evidence of such coverage shall be furnished to Owner prior to entry on the site by Contractor, or any of its employees or subcontractors. The insurance policy obtained shall include a provision that coverage will not be cancelled until at least thirty (30) days prior written notice has been given to
Owner. Such coverage shall be maintained by Contractor to the date of conveyance of the
Premises.

This Agreement shall commence March 23, 2001.

The individuals executing this Agreement on behalf of Purchaser and Contractor,
respectively, represent and warrant that they have the authority to bind the parties as provided
herein.

IN WITNESS WHEREOF, the parties hereto have executed this Access and Hold

OWNER:

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By:__________________________  
Its:____________________________

PURCHASER:

RIDGECENT PARTNERS, L.L.C.

By:__________________________  
Its:____________________________

Address: Western Michigan University  
3026 Seibert Administration Building  
Kalamazoo, MI 49008-5134

Address: Ridgewood Partners, L.L.C.  
259 East Michigan Avenue  
Suite 208  
Kalamazoo, MI 49007

CONTRACTOR:

A.J. VENEKLAUSEN, INCORPORATED

By:__________________________  
Its:____________________________

Address: A.J. Veneklasen, Incorporated  
5000 Kendrick, S.E.  
Grand Rapids, MI 49512-9602
EXHIBIT "A"

Property located in the City of Kalamazoo, County of Kalamazoo, Michigan and described as follows:

A parcel of land situated in the Northeast quarter and the Northwest fractional quarter of Section 31, T. 2 S., R. 11 W., City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the North quarter corner of Section 31, T. 2 S., R. 11 W.; thence S. 88 deg. 44 min. 35 sec. E. 674.88 feet along the North line of the Northeast quarter of said Section to a point N. 88 deg. 44 min. 35 sec. W. 650.00 feet from the East line of the West half of said Northeast quarter; thence S. 00 deg. 49 min. 08 sec. W. 50.00 feet parallel with said East line to the Place of Beginning; thence continuing S. 00 deg. 49 min. 08 sec. W. 836.95 feet parallel with said East line; thence S. 70 deg. 20 min. 55 sec. W. 709.58 feet; thence Northwesterly 201.45 feet along the arc of a curve to the left having a radius of 317.69 feet and a chord of N. 40 deg. 57 min. 48 sec. W. 198.09 feet; thence N. 35 deg. 21 min. 43 sec. E. 136.69 feet; thence N. 00 deg. 00 min. 00 sec. E. 372.53 feet; thence N. 26 deg. 23 min. 49 sec. E. 505.74 feet to a point N. 88 deg. 44 min. 35 sec. W. 506.25 feet from said Place of Beginning; thence S. 88 deg. 44 min. 35 sec. E. 506.25 feet to the Place of Beginning.

Re-proofed against survey 03-19-01
MTDMGFF
WARRANTY DEED (Corporation)

Grantor The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate, whose address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134, conveys and warrants to Ridgewood Partners, L.L.C., a Michigan limited liability company, Grantee, whose address is 259 East Michigan Avenue, Suite 409, Kalamazoo, Michigan 49007, the following described real property situated in the City of Kalamazoo, County of Kalamazoo and State of Michigan:

See attached Exhibit “A”

Subject to conditions, restrictions, easements and limitations of record.

In consideration of One Dollar ($1.00) and other good and valuable consideration. This transfer is exempt from taxation pursuant to MCLA 207.505 sec. 5(h) and MCLA 207.526 sec. 6(h).

Dated this ___ day of May, 2001.

Signed in presence of:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: Lowell P. Rinker
Its: Assistant Treasurer

STATE OF MICHIGAN )
COUNTY OF KALAMAZOO )SS.

On this ___ day of May, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the “Corporation”) who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Drafted by and when recorded return to:

Notary Public
Kalamazoo County, Michigan
My commission expires: __________________________

Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, MI 49007
(616) 552-3400
402\wmu\btr\ridgewood warranty deed
EXHIBIT “A”

Property located in the City of Kalamazoo, County of Kalamazoo and State of Michigan, and described as follows:

Unit 1 of Western Michigan University Business, Technology and Research Park, according to the Master Deed recorded at Docket No. 2001-018722, designated as Kalamazoo County Condominium Subdivision Plan No. 134, together with rights in common elements as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, and amendments thereto.
OPTION AGREEMENT

AGREEMENT made effective this 22nd day of March, 2001, by and between THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate ("Seller" herein), and RIDGEWOOD PARTNERS, L.L.C., a Michigan limited liability company ("Purchaser" herein).

RECITALS

A. Seller is the owner and developer of certain property located in the City of Kalamazoo, Kalamazoo County, Michigan, consisting of part of Section 31, and other lands, which property is expected to be developed as a subdivision under the provisions of Act 59 of the Public Acts of 1978, as amended, and which subdivision will be known as the Western Michigan University Business, Technology and Research Park ("BTR Park" herein).

B. Purchaser desires to investigate the possibility of purchasing a parcel within the BTR Park, as initially described on Exhibit "A" attached hereto (the "Property"), and Purchaser desires to have the option to purchase the Property.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the parties agree as follows:

1. Grant of Option. For and in consideration of the covenants contained herein, and the payment of One Hundred and No/100 Dollars ($100.00) from Purchaser to Seller, receipt of which payment is acknowledged by Seller, Seller hereby grants to Purchaser the exclusive privilege of purchasing, upon the terms and conditions herein contained, the Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be determined by multiplying the area of the Property in acres times the price per acre in effect on the date of exercise of the option. For the purposes of this Agreement, an "Option Year" shall be a one (1) year period, commencing on the effective date hereof, and each anniversary date thereafter. The price per acre for the Property shall be established in accordance with the following schedule:

<table>
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<tr>
<th>Option Year</th>
<th>Price Per Acre</th>
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<tbody>
<tr>
<td>1st</td>
<td>$45,000.00</td>
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<tr>
<td>2nd</td>
<td>$50,000.00</td>
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<tr>
<td>3rd</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>4th</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>

The acreage of the Property shall be verified by a licensed surveyor prior to the date of closing at Seller’s expense. All consideration paid by Purchaser for the option rights hereunder ("Option
Money”), shall be credited against the Purchase Price. The Purchase Price, in the form of cash or cash equivalent, subject to prorations, adjustments and credits as provided herein, shall be paid by Purchaser to Seller at the time of closing, in exchange for a warranty deed conveying the Property, free and clear of all liens and encumbrances, subject to the conditions of any Master Deed for the BTR Park as well as any restrictive covenants imposed on the Property or the BTR Park by Seller.

3. Term of Option; Extension. The option granted herein shall be deemed to have commenced upon the effective date hereof as set forth above, and shall continue for one (1) year thereafter (first Option Year). Purchaser shall be entitled to extend the term of this option for up to three (3) additional consecutive Option Years, if Purchaser shall furnish written notice of intent to extend prior to the expiration of each Option Year and if Purchaser shall pay additional money of Five Thousand and No/100 Dollars ($5,000.00) for each one (1) year extension period. The additional Option Money shall be paid prior to the expiration of the then-current Option Year.

4. Exercise of Option. The option granted herein may be exercised by Purchaser by the giving of written notice of intent to exercise at any time during the option term. The closing shall be held within thirty (30) days after notice of exercise, or at such earlier date as agreed upon by the parties. Possession of the Property shall be turned over to Purchaser on the closing date.

5. Forfeiture of Option Payments. Except as may be otherwise set forth herein, all consideration paid by Purchaser to Seller for the option rights granted hereunder shall become the property of Seller, and all rights thereto shall be forfeited by Purchaser in accordance with the terms hereof. In the event that Purchaser shall have exercised the option granted herein and shall thereafter refuse or fail to conclude the sale on the terms herein set forth, then the Seller shall be entitled to retain all option payments having been made, as Seller's sole and exclusive remedy, and Purchaser shall forfeit all rights thereto.

6. Purchaser's Right of Inspection. Purchaser shall be entitled to reasonable access to the Property for the purpose of conducting inspections thereof. Such right of access shall extend to the Purchaser's agents and/or designees. Purchaser shall be entitled to undertake complete inspections of the Property and any improvements located thereon, including such inspections as are required to complete a phase I environmental assessment of the Property. All such inspections and tests shall be undertaken only at Purchaser's expense, except as may be otherwise agreed upon by the parties in writing, and only in such manner as to cause no damage or injury to the Property.

7. Development of Subdivision. The BTR Park, if not completed by the date hereof, will be laid out and developed substantially as shown on plans prepared by the Seller. The number, location, size and phasing of all lots within the BTR Park shall be within the sole discretion of the Seller, provided, the Property shall have the approximate dimensions and be in the approximate location as reflected on Exhibit “A” attached hereto. For purposes of approving any modifications to the BTR Park or any aspect thereof including, without limitation, modifications to the number, location, size and phasing of lots within the BTR Park and the granting of easements for utilities or
otherwise within the BTR Park, or other matters under the Master Deed for the BTR Park, Purchaser shall be deemed an “Owner” of the Property under the terms of the Master Deed for purposes of approving any such modification (as provided in the Master Deed) for so long as this Agreement is in effect. The foregoing shall not be deemed to provide that Purchaser shall have any obligation to pay condominium assessments prior to the closing, if any, by Purchaser of the purchase of the Property. Seller reserves the right to modify the plans for the BTR Park, as referred to herein, as provided in the Master Deed for the BTR Park.

8. Provisions Applicable After Exercise Of Option. In the event that Purchaser exercises the option granted herein, the following provisions shall apply, and, where applicable, shall survive the closing and be incorporated into the documents exchanged by the parties at the closing:

A. Proof of Title. Seller shall, at Seller’s cost and expense, furnish to Purchaser, within twenty (20) business days after the date of exercise of the option by Purchaser a commitment from a title insurance company reasonably satisfactory to the Purchaser to issue to the Purchaser at or as soon as possible after closing, its standard ALTA owner’s title insurance policy in the amount of the Purchase Price, insuring title to the Property to be in good and marketable condition, free and clear of all liens and encumbrances, subject to easements of record, standard exceptions and use restrictions. Purchaser shall have twenty (20) days from receipt of the commitment to review it and advise Seller of any objections to the title. If Purchaser has not furnished Seller with written objections within the aforementioned time period, Purchaser shall be deemed to have accepted title in the condition shown. If Purchaser does furnish objections or notice of objections to title, Seller shall then have a period of sixty (60) additional days to cure any defects of title, and the closing shall be delayed until such cure is effected. If any defects in title cannot be cured to the reasonable satisfaction of Purchaser and the title insurance company, Purchaser shall be entitled to terminate this Agreement, and notwithstanding any other provision in this Agreement to the contrary, Purchaser shall be entitled to the refund of its Option Money.

B. Prorations and Adjustments. The following items shall be prorated and adjusted between Seller and Purchaser as of the closing date:

1. Current real estate taxes, except special assessments, shall be prorated to the date of closing in the custom and manner followed in Kalamazoo County, and shall be deemed to cover the calendar year in which they become due and payable.

2. The balance of any special assessments outstanding against the Property as of the closing date shall be paid by Seller by the closing date. Special assessments becoming a lien against the Property after the date of closing shall be assumed by Purchaser.

3. Purchaser shall receive on the closing date a credit against the Purchase Price in an amount equal to the tax or charge made by any governmental agency
upon the delivery and/or recording of the warranty deed covering the Property, which fee
may be known as a transfer tax, revenue tax, excise tax or other similar charge.

(4) Such other items which are normally prorated in transactions of this
kind, including prepaid rent, deposits and other prepaid and unpaid items, if any, shall
likewise be prorated or credited as of the closing date.

C. Closing Documents. At the closing, Seller shall execute and deliver to
Purchaser (as required) and Purchaser shall execute and deliver to Seller (as required) the following
documents:

(1) Seller shall execute and deliver to Purchaser an owners' affidavit or
other similar instrument in a form reasonably satisfactory to Seller, Purchaser and the title
insurance company.

(2) Seller shall execute and deliver to Purchaser a warranty deed
conveying the Property.

(3) Purchaser shall deliver the net Purchase Price for the Property in the
form described in paragraph 2 above, subject to prorations, adjustments, and credits as
provided for herein.

(4) The parties shall also execute and/or deliver to each other such other
documents as may be reasonably required to effect the intended purposes of this
Agreement.

D. Condition of Property. Purchaser acknowledges that Seller has made no
representation with respect to the zoning of the Property and Purchaser's ability to use the Property
for any specific purposes. In consideration of the fact that on the closing date Purchaser will have
had the opportunity of conducting inspections and tests on the Property, including an environmental
assessment, Purchaser will accept the Property, and its environmental condition, in "as is" condition
on the closing date.

9. Seller's Conditions Precedent. Notwithstanding any other provision in this
Agreement to the contrary, Seller's commitment to perform its obligations hereunder shall be
subject to the conditions that Seller shall receive written assurances from Purchaser with respect to
Purchaser's proposed development of the Property and the ultimate use of the Property, and that
Seller shall be satisfied in Seller's reasonable judgment that the proposed development and use of
the Property is in compliance with the restrictive covenants and design standards applicable to the
BTR Park and applicable zoning laws.
10. Miscellaneous.

A. Time is of the essence of this Agreement.

B. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.

C. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.

D. This Agreement was negotiated in Michigan and shall be governed by and construed according to the laws of the State of Michigan.

E. Except where otherwise specifically herein set forth to the contrary, the terms, provisions, warranties and covenants made herein, shall survive the closing, this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

F. The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

G. In the event any term or provision of this Agreement shall be held illegal, invalid, or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

H. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not be deemed a continuing waiver of that provision or a waiver of any other provision of this Agreement and shall in no way affect the full right to require such performance from the other party at any time thereafter.

I. The use of the neuter singular pronoun to refer to Seller or Purchaser shall be deemed a proper reference even though Seller or Purchaser may be an individual, a partnership, a corporation or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one seller or purchaser and to either corporation, associations, partnership, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

11. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic
device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Seller:  
The Board of Trustees of Western Michigan University  
3020 Seibert Administration Building  
Kalamazoo, MI 49008-5134  
Attn: Robert G. Miller, Associate Vice President

If to Purchaser:  
Ridgewood Partners, L.L.C.  
259 East Michigan Avenue, Suite 409  
Kalamazoo, MI 49007  
Attn: Donald Parfet, Manager

12. Brokerage Commission. Seller and Purchaser hereby acknowledge, represent and warrant to each other that no broker or finder has been employed or used by either. Seller and Purchaser each shall indemnify, defend, save and hold the other harmless from and against the payment of any other commission or fees or claims for commissions or fees, for which such party has contracted to pay, it being expressly understood and agreed that the foregoing agreement of indemnification shall survive the closing.

13. Binding. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives, heirs and assigns.

14. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties and may be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

15. Additional Acts. Purchaser and Seller agree to execute and deliver such additional documents and perform such additional acts as may be reasonably necessary to effectuate the transfers contemplated by this Agreement.

16. Memorandum of Option. Purchaser and Seller agree, upon the request of either party, to execute a Memorandum of Option to be recorded with the Kalamazoo County Register of Deeds to provide public notice of the existence of this Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated above.

SELLER:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: ____________________________
   Lowell P. Rinker
   Its: Assistant Treasurer

PURCHASER:

RIDGECWOOD PARTNERS, L.L.C.

By: ____________________________
   Clayton M. Waldorf
   Its: Manager
EXHIBIT “A”

The “Property” shall consist of approximately eight (8) acres. The Property shall be located south of Parkview Avenue and adjacent to the north side of the “loop road” being constructed within the BTR Park. The Property shall be located toward the easterly end of the loop road, with the final location and dimensions to be mutually agreed upon by the parties. The exact configuration and area of the Property shall be determined by a licensed surveyor, at the cost of the Seller. The proposed Property is represented on the attached sketch as “Unit 2”.

8
PURCHASE AGREEMENT

AGREEMENT made this ___ day of May, 2001, by and between THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate ("Seller"), and GLYSAN, L.L.C., a Michigan limited liability company ("Purchaser").

RECITALS

A. Seller is developing a subdivision under the provisions of Act 59, of the Michigan Public Acts of 1978, tentatively to be known as "The WMU Business, Technology & Research Park", located in the City of Kalamazoo, Kalamazoo County, Michigan (the "BTR Park").

B. Lots or parcels in the BTR Park will be subject to certain restrictive covenants, as set forth hereafter, and the BTR Park will contain a public roadway and utility system.

C. Purchaser desires to purchase a parcel in the BTR Park prior to completion of construction of the roadway system. The closing of the purchase may also be completed prior to the recording of a Master Deed creating the subdivision of lots in the BTR Park.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Purchase Price. The Purchaser agrees to purchase, and the Seller agrees to sell, subject to the terms and conditions contained herein, the parcel of property in the BTR Park, described on Exhibit "A" attached hereto (the "Parcel"). The total purchase price for the Parcel shall be Two Hundred Fifteen Thousand and No/100 Dollars ($215,000.00) ("Purchase Price"). The Purchase Price, in the form of cash or cash equivalent, subject to prorations, adjustments and credits as provided herein, shall be paid by Purchaser to Seller at the time of closing, in exchange for a warranty deed conveying the Parcel, in substantially the form as attached hereto as Exhibit "B", free and clear of all liens and encumbrances, subject to existing easements of record, the conditions of the Master Deed for the BTR Park, as well as the Declaration, as referred to in paragraph 7.B. below.

2. Development of Subdivision. The subdividing of the BTR Park, if not completed by the date hereof, shall be completed as promptly as possible after the date hereof and shall be laid out and developed by Seller substantially as shown on plans prepared by the Seller which are attached as Exhibit "C". The Parcel shall be part of the BTR Park. With the exception of the Parcel, the location of all other parcels, units, and improvements, including, but not limited to, roadways and utility services, shall be within the sole discretion of the Seller. Seller reserves the right to modify the plans for the BTR Park, in compliance with the terms of the Master Deed attached hereto, including, but not limited to, the location of roadways and utility services, as set forth in this paragraph, in Seller's sole discretion; provided, however, that the location of the roadway and utility services as contemplated adjacent to the Parcel shall not be altered without the Purchaser's prior consent.

3. Earnest Money. The parties agree that this Agreement shall be binding between
them, and that Purchaser has paid to Seller earnest money in the amount of One Hundred and No/100 Dollars ($100.00), which amount shall be held by Seller and applied on the Purchase Price at the closing. In the event Purchaser shall fail or refuse to conclude the purchase of the Parcel pursuant to the terms set forth herein for any reason not provided for herein, then Seller shall have the option to either enforce Purchaser's obligations hereunder, or to seek from the Purchaser the amount of any damages caused as a result of Purchaser's default. In any event, the earnest money may be retained by Seller, if Purchaser defaults. In the event Seller shall fail or refuse to conclude the sale of the Parcel as set forth herein for any reason not provided for herein, Purchaser shall be entitled to the refund of the earnest money.

4. Proof of Title. Seller shall be responsible for obtaining and furnishing to Purchaser a commitment and policy for owner's title insurance coverage, effective on the day of closing, in the amount of the Purchase Price, which shall demonstrate Seller's title to the Parcel to be good and marketable, subject to easements and rights-of-way of record and the Declaration. If the title of the Parcel is not good and marketable on the closing date, Purchaser shall not be required to complete the purchase of the Parcel, and Purchaser may terminate this Agreement.

5. Purchaser's Right of Inspection. Purchaser shall be entitled to reasonable access to the Parcel for the purpose of conducting inspections thereof. Such right of access shall extend to Purchaser's agents and/or designees. Purchaser shall be entitled to undertake complete inspections of the Parcel and any improvements located thereon, including such inspections as are required to complete a phase I environmental assessment of the Parcel. Purchaser shall also be entitled to determine the existence and location of utility service leads adjacent to the Parcel. All such inspections and tests shall be undertaken only at Purchaser’s expense, except as may be otherwise agreed upon by the parties in writing, and only in such manner as to cause no damage or injury to the Parcel. In consideration of the fact that on the closing date, Purchaser will have had the opportunity of conducting inspections and tests on the Parcel, including an environmental assessment, Purchaser will accept the Parcel, and its environmental condition, in “as is” condition on the closing date. Purchaser also acknowledges the existence of underground and overhead Consumers Energy power lines across the Parcel.


A. The sale contemplated herein shall be closed when the parties agree, although not later than sixty (60) days from the date hereof. Full, exclusive possession of the Parcel shall be available to Purchaser at the time of closing. Purchaser acknowledges that construction of the roadway system within the BTR Park may not be completed by the time of closing, and that Purchaser may need to gain temporary access to the Parcel from Parkview Avenue. Purchaser shall request that construction vehicles gain access to the BTR Park by way of Drake Road, rather than Parkview Avenue.

B. All taxes coming due against the Parcel during the year of closing, if any, shall be the responsibility of the Seller. Taxes coming due in subsequent years shall be assumed by and be the responsibility of Purchaser. Notwithstanding the foregoing, in the event that any real property tax bill for the Parcel is split into a separate tax bill applicable to the Parcel by the local tax assessor during the year of closing, the taxes assessed against the Parcel shall be reasonably
prorated by the parties to the date of closing. Seller represents and warrants that the Parcel will not be subject to any special assessments on the date of closing. Any special assessments becoming a lien against the Parcel after the date of closing shall be the responsibility of Purchaser.

C. Any approvals associated with this transaction as required by the Michigan Land Division Act shall be the responsibility of Seller and shall be obtained by the date of closing.


A. The Master Deed and Exhibit “A” thereto shall be substantially in the form as attached hereto as Exhibit “D”. The Master Deed shall be subject to revision prior to recording by Seller to contain such additional definitions and provisions as may be reasonably necessary to adequately describe and establish the BTR Park. In the event that the Master Deed for the BTR Park has not been executed and recorded by the date of closing, Seller shall endeavor to record the Master Deed as promptly as possible after the closing and the Purchaser, and its successors and assigns, including any mortgagee, shall be deemed to have irrevocably consented to the execution and recording of the Master Deed for the BTR Park, and the inclusion of the Parcel as part of the BTR Park. At Seller's request, Purchaser shall execute such consents or other documents as Seller reasonably requests to effect the recording of the Master Deed and impose the condominium regime upon the BTR Park and the Parcel. Purchaser irrevocably appoints Seller and its representatives as agent and attorney for the purpose of execution of the aforementioned consent in the name of and on behalf of Purchaser upon the default of such execution by Purchaser. The foregoing provisions may be referenced by Seller in the warranty deed to be furnished to Purchaser at the time of closing, or in another recordable instrument to be executed and recorded at the time of closing.

B. Purchaser also acknowledges being informed by Seller that a Declaration of Restrictions, Covenants and Design Standards, substantially as set forth on Exhibit “E” attached hereto (“Declaration”), will be imposed upon the BTR Park and the Parcel, and shall be executed and recorded by the date of closing.

C. The parties acknowledge that construction of the roadway system throughout the BTR Park is being undertaken by Seller and the City of Kalamazoo. Seller represents and warrants that at the time of completion of construction of the roadway, the roadway will be dedicated to the public. Until such dedication, Purchaser shall be entitled to the use of the roadway system for access to the Parcel. Such use shall extend to Purchaser and its contractors, employees, and agents. Seller shall, at its expense, be responsible for constructing and dedicating to the public the roadway as contemplated for the BTR Park to provide access to the Parcel, and Seller shall also be responsible for coordinating the installation and extension of such utility services as also contemplated for the BTR Park and disclosed to Purchaser, to benefit the Parcel. This work on the roadway shall be substantially completed by Seller by November 30, 2001. Seller represents that electricity, gas, public water and sanitary sewer services are currently available for connection to improvements to be constructed by Purchaser on the Parcel. Purchaser acknowledges the possible necessity of Purchaser’s contractor to obtain temporary power from existing power lines on or near the Parcel.
8. Oral Representations Not to be Relied Upon. This Agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties and no oral representations or statements shall be considered a part hereof.

9. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the following:

If to Seller: The Board of Trustees of Western Michigan University
3020 Seibert Administration Building
Kalamazoo, MI 49008-5134
Attn: Robert G. Miller, Associate Vice President
Facsimile: (616) 387-2355

With a copy to: Carol L.J. Hustoles, Esq.
Western Michigan University
2310 Seibert Administration Building
Kalamazoo, MI 49008
Facsimile: (616) 387-3657

If to Purchaser: Glysan, L.L.C.
841 Gibson
Kalamazoo, MI 49001
Attn: D. Glyn Lake, Manager
Facsimile: (616)

10. Brokerage Commission. Seller and Purchaser hereby acknowledge, represent and warrant to each other that no broker or finder has been employed or used by either. Seller and Purchaser each shall indemnify, defend, save and hold the other harmless from and against the payment of any other commission or fees or claims for commissions or fees, for which such party has contracted to pay, it being expressly understood and agreed that the foregoing agreement of indemnification shall survive the closing.

11. Binding. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives and assigns; provided, however, that the provisions of this Agreement are personal to the Purchaser, and Purchaser shall not be entitled to assign its interest herein without the prior written consent of Seller.

12. Collaboration with University. The parties acknowledge that it is the intent and purpose of the University in causing the development of the BTR Park to enhance the competitive
and economic environment of the City and County of Kalamazoo and the State of Michigan by collaborating with private sector entities, and at the same time strengthening the capabilities of the University to carry out its mission and to improve educational and other opportunities for its faculty and students. Accordingly, it is contemplated that the University and Purchaser (or Purchaser’s principals or affiliates) will discuss and entertain mutual opportunities to fulfill the foregoing purpose and that commitments for the same will be memorialized in a written document between the parties by the closing date.

IN WITNESS WHEREOF, the parties hereto agree that this Agreement shall be effective the day and year first above written.

SELLER:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: ____________________________
    Lowell P. Rinker
     Its:  Assistant Treasurer

PURCHASER:

GLYSAN, L.L.C.

By: ____________________________
    D. Glyn Lake
     Its:  Manager
DECLARATION OF RESTRICTIONS, COVENANTS AND DESIGN STANDARDS FOR THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND DESIGN STANDARDS FOR THE WESTERN MICHIGAN UNIVERSITY BUSINESS, TECHNOLOGY AND RESEARCH PARK ("Declaration") is made as of the 14th day of May, 2001, by THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134, herein referred to as "Declarant".

RECITALS

Declarant owns certain real property located in the City of Kalamazoo and Township of Oshtemo, Kalamazoo County, Michigan, upon which Declarant desires to develop or cause to be developed a business, technology and research park in accordance with the zoning ordinances for the City of Kalamazoo. The property is described on Exhibit "A" attached hereto, and referred to herein as the "Property".


It is the intention of Declarant to develop the Property in such a manner that the private sector and the University can enhance the competitive and economic environment of the City and County of Kalamazoo and the State of Michigan, strengthen technology development, strengthen the capabilities of the University to carry out its mission, and improve opportunities for faculty and students.

In pursuance of the foregoing, Declarant desires to provide guidelines for the orderly development of the Property, and for the preservation of the value of the Property and improvements constructed thereon.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, utilized, and interests therein transferred, subject to the following restrictions, covenants and standards, which are for the purpose of protecting the value and desirability of, and shall run with, the Property and be binding upon all parties now or hereafter having any right, title or interest in the Property, or any part thereof, and shall inure to the benefit of such parties, and their heirs, successors, legal representatives and assigns. Declarant further declares that any portion of the
Property dedicated to, and accepted by, the City of Kalamazoo, Township of Oshtemo, the County of Kalamazoo, or any other governmental entity for street, drainage or other such public purposes, shall not be subject to the covenants, conditions and restrictions contained herein, so long as such real property is used for the purposes described in this sentence.

1. **General Intent.** It is the general intent of this Declaration and the standards and covenants contained herein:

   (a) To limit the uses on the Property to business, technology, and research purposes as more specifically set forth below;

   (b) To permit and encourage the orderly development of harmonious facilities for permitted uses;

   (c) To preserve and to utilize to the extent practical the native growth and the unique features of topography of the Property;

   (d) To permit the construction of aesthetically compatible improvements on the Property, while preserving appropriate open space;

   (e) To assure that the facilities constructed on the Property will be operated in such manner as to substantially achieve the foregoing intent.

2. **Additional Property.** The Declarant shall have the right at any time within fifteen (15) years from the date of this Declaration, without the consent of any other person or entity, to make additional property, which is adjacent to or in close proximity to the Property, subject to this Declaration. The inclusion of any such property may be effected by the execution and recording by Declarant, of an amendment to this Declaration.

3. **Use of Property.** The Property shall be used for business and professional offices, research and development facilities, prototype development and assembly, processing assembly and packaging of instruments, compounds and equipment, laboratories, data processing, education, and other similar uses as approved by the Review Committee, including those which are accessory and incidental to the principal uses, all of which uses shall be in compliance with the zoning ordinance applicable to the portion of the Property in question.

4. **Conservation.**

   (a) **Erosion Control.** The following provisions shall apply to any portion of the Property from which natural vegetation has been removed, and the amount of surface water has been increased by virtue of activity in other areas, or to avoid the unnecessary destruction of natural vegetation from any cause.

      (1) Exposed earth shall be protected from erosion or washing by the use of appropriate vegetation, barriers, shields or other such devices, or the installation of underground storm water facilities.
(2) Slopes, other than natural ones from which substantial natural vegetation has not been removed, which are to be created or maintained, shall not have a grade greater than 1 to 3.

(3) Retaining walls or other equivalent devices shall be installed on slopes having a grade greater than 1 to 2 and all such walls shall be constructed of fieldstone, masonry or other similar materials approved by the Review Committee.

(b) Vegetation. It is recognized that trees and other vegetation will from time to time have to be removed. The following standards shall be observed with respect to such activity:

(1) No existing healthy tree six (6) inches in diameter as measured 36 inches above grade shall be removed without the prior approval of the Review Committee.

(2) Trees which have not been approved for removal and which are materially injured, damaged, or destroyed during construction, shall be replaced by one of a similar type of at least two (2) inches in diameter as measured 36 inches above grade.

(3) Filling or cutting around existing trees shall be accomplished in accordance with proper horticultural practices. Retaining walls or tree wells shall be used as required.

(4) All vegetation which is not to be removed shall be adequately protected during construction and shall thereafter be properly protected, maintained and preserved.

5. Buildings. The following standards shall be observed and enforced with respect to all buildings constructed on any portion of the Property:

(a) The maximum area of any parcel or building site within the Property covered by building(s) shall be thirty percent (30%), unless a greater amount is approved by the Review Committee.

(b) External construction materials shall be of high quality and type and color to blend in with the natural surroundings and be compatible with existing improvements.

(c) All sides of a building shall be substantially the same in general appearance.

(d) The exterior character of all buildings shall relate to each other and shall, in the judgment of the Review Committee, be aesthetically compatible with other improvements on the Property.

6. Vehicle and Pedestrian Facilities. The following standards shall be observed and enforced with respect to all vehicular and pedestrian facilities within the Property:
(a) Adequate on-site parking facilities shall be provided within each individual parcel or building site within the Property, with the minimum parking spaces on each individual parcel or building site to be as provided for in the applicable zoning ordinance. Any shared parking arrangements shall be subject to the review and approval of the Review Committee.

(b) All traffic and pedestrian circulation in developed areas, excluding nature trails, shall be on hard, permanent surfaces, such as pavers, asphalt or concrete. Materials shall be selected whenever practical which will blend in the natural surroundings and be compatible with existing improvements. Curbs may be required by the Review Committee, in its sole discretion, on parking areas, roads and driveways, to protect landscaped areas and for safety purposes.

(c) Hard surfaced areas shall be serviced by storm water facilities which are adequate to handle expected storm water run-off and which facilities shall be designed in such a manner as to blend in with the natural surroundings if possible.

(d) Whenever practical, the configuration of hard surfaced areas, such as parking lots, shall be of a non-rigid character and continuous expanses of hard surfaced areas shall be avoided.

7. Open Space. Not less than forty percent (40%) of each parcel or building site within the Property shall consist of open space. Open space may be used for vegetation, artistic displays or materials, or open facilities designed for recreation or relaxation, including pedestrian or bicycle walks or paths. Areas designated for vehicular traffic or parking are expressly excluded from the definition of open space for the purposes of this section.

8. Lighting. The purpose of lighting shall be to provide a safe atmosphere and to create a pleasing night time appearance. Lighting intensity shall be limited to a level of illumination necessary to adequately illuminate or highlight walks, parking areas, buildings and displays. The level and direction of lighting shall not create a daytime atmosphere or be at such a level of intensity or location as to create a nuisance in adjacent areas. Lighting shall be designed so that the source of the light is not visible beyond the boundaries of the parcel or building site on which it is located. All exterior lighting shall be in compliance with the applicable zoning ordinance and shall be subject to review and approval by the Review Committee.

9. Sign Requirements. The following standards shall be observed:

(a) Free standing signs shall be so constructed and designed as to compliment the architecture of the adjacent building or buildings. Back-lighted signs shall not be permitted.

(b) Flashing lights, advertising flags, strips or other devices are prohibited.

(c) Building mounted signs shall be confined to front facades (facing roadway(s) and/or parking area(s)), and may not project above the roof line of the structure to which it is attached or may not project more than one foot from the structural façade.
(d) No signs, other than those identifying the names and businesses of the
person or persons occupying the premises shall be permitted without the express written approval of
the Review Committee. This restriction shall not apply to any signs erected by the Declarant or its
designees or assigns in connection with the development and sale of the Property or parcels or
building sites within it.

(e) All signs shall have the prior approval of the Review Committee and shall be
aesthetically compatible with the character of buildings and other improvements. The use of a
unified system of signage throughout the Property is encouraged. All signs shall be in compliance
with the applicable zoning ordinance.

10. Screening and Landscaping. It is the purpose of these provisions to screen from
adjacent areas objectionable noises, pollutants or sights. The following standards shall be
observed:

(a) Noise. Improvements shall be so constructed and operated as to reasonably
confine noise resulting from any operations to the site of such operation.

(b) Pollutants. Improvements shall be designed and operated as to conform with
environmental standards which may from time to time be prescribed by federal, state or local law.

(c) Visual. Screening, either natural or artificial, shall be provided for all
service, loading, storage, mechanical equipment, and refuse disposal areas, which shall be so
designed and constructed as to effectively camouflage and not emphasize their existence.

(d) Fences. No fence shall be installed on any parcel or building site within the
Property unless it shall have received the prior approval of the Review Committee. It is the intent of
this Declaration that any fences installed for screening purposes be located no closer to the street
line than the front building line on any parcel or building site.

(e) Other. All cables, conduits, pipes and similar objects and devices shall,
when possible, be placed underground. No exposed or exterior electronic transmitters or receiving
antennae or dishes shall be erected, placed or maintained on any part of the Property, without the
prior written approval of the Review Committee of the style, type, and location of the equipment.

(f) Landscaping. All areas of a parcel or building site upon which a building
has been constructed, and which are not developed with buildings, drives, parking and loading
areas, and other similar improvements, shall either be maintained in a natural state or shall be
landscaped with grass or other ground cover, shrubbery, trees, bushes, vines or other suitable
plantings. All plantings shall be properly and regularly maintained, and dead or dying materials
replaced in accordance with approved landscape plans.

11. Building Construction. All construction on a parcel or building site shall be
completed within two (2) years after commencement thereof unless an extension of time is
granted in writing by the Review Committee. All buildings shall be basically of steel or other
metal, masonry and glass construction. No wood or frame buildings shall be permitted without
the prior written approval of the Review Committee. No used material shall be incorporated into any building without the prior written approval of the Review Committee.

12. **Underground Storage Tanks.** Underground storage tanks shall be permitted, only in full compliance with all federal, state and local regulations, and only upon the prior written approval of the Review Committee.

13. **Operation and Use of Property and Facilities.**

   (a) **Continuing.** Except as otherwise expressly provided herein, each building or other structure or improvement constructed on any parcel or building site within the Property shall be operated in such a manner as to maintain on a continuing basis the standards and restrictions set forth herein.

   (b) **Rubbish.** No rubbish, trash, garbage or other offensive or noxious items shall be permitted to be deposited on any portion of the Property, except in appropriate, screened, containers for the same. Grass, weeds and other growths on developed parcels or building sites shall be reasonably cut to levels approved by the Review Committee and no portion of the Property shall be used for the storage of any matter or thing which shall cause the Property to appear to be in an unclean or untidy condition. The foregoing provisions of this section shall not be applicable to the storage of construction materials during a reasonable construction period.

   (c) **Offensive Activity.** No noxious or offensive trade or activity shall be carried on, nor shall anything be done on the Property or any parcel or building site therein which may be or become annoyance or nuisance to adjoining occupants or owners by reason of noxious, offensive, unhealthy or harmful odors, fumes, dust, smoke, waste, noise or vibration beyond that normally and reasonably expected in a development of the nature contemplated herein.

   (d) **Outside Storage.** No outdoor storage shall be permitted on any portion of the Property, except during construction on a parcel or building site, and only with the prior written approval of the Review Committee, and only if permitted by the applicable zoning ordinance.

   (e) **Property Maintenance.** Owners and occupants of a parcel or building site located within the Property shall maintain any and all improvements located on such parcel or building site in good and sufficient repair and keep lawns cut, shrubbery trimmed, windows glazed and otherwise maintain such improvements in an aesthetically pleasing manner and in the original condition as approved by the Review Committee, reasonable wear and tear excepted.

      (1) Any improvement which is damaged by the elements or by fire or other casualty shall be restored and repaired as promptly as the extent of damage will permit and in all events within no more than two (2) years from the date of the casualty.

      (2) Any buildings which shall happen to be vacant for any reason shall be kept locked and the windows shall be secured in order to prevent the entrance thereto by vandals.
In the event of a violation of any of the covenants set forth in this section, the Declarant, or its assignee or successor-in-interest, shall have the right to go upon the parcel or building site in question and take such steps as are reasonably necessary to eliminate nuisance conditions, mow lawns, trim shrubbery or do anything reasonably necessary to repair and maintain the improvements on the parcel consistent with this Declaration. The cost of any such work and the cost or expense incurred in connection with such work shall be immediately due and payable upon written notice thereof being given by the Declarant (or other party undertaking such work) to the owner and/or occupant.

14. **Powers and Duties of Review Committee.** The Review Committee shall have the following powers and duties:

(a) **Approval of Plans.** All plans and specifications, including grading and landscaping plans, for the construction of any building, the exterior alteration of any building, and all exterior uses or improvements, including type and color of construction materials and landscaping and screening, shall be submitted to and be approved by the Review Committee prior to commencement of construction. The Review Committee may reject all or any portion of plans submitted, or require the modification or resubmission of any such plans. The Committee shall have the right to refuse to approve any such plans and specifications, including type and color of construction materials, and grading and landscaping plans, which are not suitable, in its opinion, for aesthetic or other reasons. In so passing upon such plans and specifications, the Review Committee shall have the right to take into consideration the suitability of the proposed improvements and the harmony thereof with the natural features of the Property and with any other improvements that have been constructed on other portions of the Property.

(b) **Failure to Approve.** In the event that the Review Committee shall have failed to approve or disapprove such plans and specifications within thirty (30) days after the same are delivered to it, then the same shall be deemed to have been approved, provided that the plans and specifications are in conformity with existing buildings or structures on the Property, these standards, and the applicable zoning ordinance and building code.

(c) **Variances.** The Review Committee may grant variances in its discretion from the standards set forth herein, so long as the general intention of these standards shall be substantially achieved.

(d) **Enforcement.** The Review Committee shall have the primary responsibility for the application and enforcement of these standards. It shall have the right to take, or refuse to take, such action as herein provided, including legal or equitable proceedings, or other action reasonably calculated to achieve the purposes set forth herein. Any costs incurred by the Review Committee, including reasonably attorneys' fees and costs, by virtue of the violation of this Declaration by an owner of a parcel or building site shall be assessable against such owner and the parcel or building site owned by such owner with respect to which the violation arose, and may be enforced in the same manner as provided by law for the enforcement of real estate mortgages.

(e) **Performance Escrow.** The Review Committee shall be entitled to require that any owner of a parcel or building site commencing construction of any improvements thereon
pay to the Review Committee, or to an escrow agent approved by the Review Committee, a sum, as determined by the Review Committee, although not to exceed Twenty Five Thousand and No/100 Dollars ($25,000.00), which shall be held for the purpose of guaranteeing construction of the improvements contemplated by such owner in accordance with the approved plans and specifications for the same, and in accordance with the provisions of this Declaration. The funds may be retained or expended by the Review Committee to defray the costs of enforcement of this Declaration brought about by the violation of this Declaration by such owner.

15. Review Committee Composition.

(a) Original Review Committee. The original Review Committee shall consist of five (5) members, which shall include the following: an at-large employee of Declarant; an architect or engineer; an architect or land planner; a landscape architect not employed by Declarant; a representative of an owner of a parcel or building site within the Property. The members shall be appointed by the Declarant and shall be subject to removal or reappointment by Declarant. All decisions by the Review Committee shall require concurrence of at least three (3) of its members.

(b) Permanent Committee. At such time as ninety percent (90%) (by area) of the Property is owned by parties other than Declarant, a majority of the owners of the parcels or building sites subject to this Declaration shall have the right to designate one member of the Review Committee. At such time as 100% of the Property (exclusive of public streets) is owned by parties other than Declarant, Declarant shall have the option (but shall not be required) of requiring that all of the members of the Review Committee shall be elected by the owners of the parcels or building sites in the Property. Such owners shall have one (1) equal vote per parcel or building site. The members of such reconstituted Review Committee shall not be required to have the qualifications as set forth in subparagraph (a) above.

(c) Qualifications. The qualifications for a position on the Review Committee may be suspended if no persons having such qualifications shall be reasonably available to serve as a member.

(d) Design Standards. The Review Committee may adopt by a majority vote such design standards and procedures as it deems appropriate to administer the provisions of this Declaration. Such standards may include details with respect to the design review process and additional design guidelines. Any such standards shall incorporate the general intent of the standards contained herein.

(e) Liability. Each member of the Review Committee shall be expected to exercise judgment in good faith, but shall have no liability whatsoever to any persons for any act or failure to act made pursuant to this Declaration.

16. General Enforcement. The non-discretionary standards herein set forth, except to the extent a variance may have been granted by the Review Committee, may be enforced through any lawful means by the Declarant and by the owner of any parcel or building site within the Property.
17. **Duration: Amendment.** This Declaration shall run with and bind all of the Property for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the affirmative written consent of eighty percent (80%) of all owners of parcels or building sites within the Property; provided, however, that no provision of this Declaration shall be amended, directly or indirectly, without Declarant’s prior written consent.

Declarant may amend this Declaration at any time, without the prior approval of any person for the purposes of:

(a) Making additional property subject to the provisions of this Declaration, as is authorized above.

(b) Correcting errors herein, or making such other amendments as may not materially affect the rights of any person having an interest in the Property or any portion thereof.

Any amendment to this Declaration shall be in compliance with the applicable zoning ordinance.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date set forth above.

WITNESSES:  

[Signatures]

DECLARANT:  

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY  

By: [Signature]  

Lowell P. Rinker  
Its: Assistant Treasurer
On this /4/14th day of May, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the "Corporation") who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Susan S. Kremer
Notary Public
Kalamazoo County, Michigan
My Commission Expires: 11-28-03

This Instrument Drafted By:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007
402\wmu\bn\declaration of restrictions-cl2
EXHIBIT "A"

Property located in the City of Kalamazoo, County of Kalamazoo, Michigan and described as follows:

Parcels of land situated in the Northeast quarter and the Northwest fractional quarter of Section 31, T. 2 S., R. 11 W., and the Northeast quarter of Section 36, T. 2 S., R. 12 W., City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the Northwest corner of Section 31, T. 2 S., R. 11 W.; thence S. 88 deg. 56 min. 19 sec. E. 100.49 feet along the North line of the Northwest fractional quarter of said Section to the Place of Beginning; thence continuing S. 88 deg. 56 min. 19 sec. E. 2537.17 feet along said North line to the North quarter corner of said Section; thence S. 88 deg. 44 min. 35 sec. E. 674.88 feet along the North line of the Northeast quarter of said Section to a point N. 88 deg. 44 min. 35 sec. W. 650.00 feet from the East line of the West half of said Northeast quarter; thence S. 00 deg. 49 min. 08 sec. W. 886.95 feet parallel with said East line; thence S. 70 deg. 20 min. 55 sec. W. 709.58 feet; thence Westerly 566.35 feet along the arc of a non-tangent curve to the left having a radius of 317.69 feet, a central angle of 102 deg. 08 min. 33 sec. and a chord of N. 73 deg. 52 min. 07 sec. W. 494.28 feet; thence S. 55 deg. 03 min. 37 sec. W. 125.02 feet; thence Westerly 1017.52 feet along the arc of a curve to the right having a radius of 607.31 feet, a central angle of 95 deg. 59 min. 47 sec. and a chord of N. 76 deg. 56 min. 30 sec. W. 902.61 feet; thence N. 28 deg. 56 min. 36 sec. W. 4.25 feet; thence Northwesterly 642.87 feet along the arc of a curve to the left having a radius of 592.69 feet, a central angle of 62 deg. 08 min. 48 sec. and a chord of N. 60 deg. 01 min. 00 sec. W. 611.82 feet; thence S. 88 deg. 56 min. 35 sec. W. 0.83 feet; thence Northwesterly 856.23 feet along the arc of a curve to the right having a radius of 532.31 feet, a central angle of 92 deg. 09 min. 39 sec. and a chord bearing N. 45 deg. 00 min. 35 sec. W. 766.86 feet; thence N. 01 deg. 04 min. 15 sec. E. 66.02 feet to the Place of Beginning, the North 50.0 feet being subject to highway easement. ALSO INCLUDING Commencing at the Northeast corner of Section 36, T. 2 S., R. 12 W.; thence N. 89 deg. 46 min. 19 sec. W. 55.43 feet along the North line of the Northeast quarter of said Section 36; thence S. 01 deg. 04 min. 15 sec. W. 50.01 feet to the South line of Parkview Avenue and the Place of Beginning; thence S. 01 deg. 04 min. 15 sec. W. 91.62 feet; thence Southerly 946.03 feet along the arc of a curve to the left having a radius of
722.69 feet, a central angle of 75 deg. 00 min. 10 sec. and a chord of S. 36 deg. 25 min. 50 sec. E. 879.92 feet; thence S. 73 deg. 55 min. 55 sec. E. 48.01 feet; thence Southeasterly 623.19 feet along the arc of a curve to the right having a radius of 657.31 feet, a central angle of 54 deg. 19 min. 19 sec. and a chord of S. 46 deg. 46 min. 15 sec. E. 600.11 feet; thence S. 36 min. 36 sec. E. 246.28 feet; thence Southeasterly 231.36 feet along the arc of a curve to the left having a radius of 452.69 feet, a central angle of 29 deg. 16 min. 58 sec. and a chord of S. 34 deg. 15 min. 05 sec. E. 228.85 feet; thence S. 38 deg. 19 min. 47 sec. W. 565.83 feet to the Easterly right-of-way line of Highway US-131; thence N. 34 deg. 42 min. 00 sec. W. 2049.89 feet along said right-of-way line; thence Northwesterly 468.32 feet along said right-of-way line along the arc of a curve to the right having a radius of 2761.79 feet, a central angle of 09 deg. 42 min. 57 sec. and a chord of N. 29 deg. 50 min. 32 sec. W. 467.76 feet to said South line of Parkview Avenue; thence S. 89 deg. 46 min. 19 sec. E. 534.98 feet along said South line parallel with said North line of the Northeast quarter of Section 36, T. 2 S., R. 12 W. to the Place of Beginning.
This Master Deed is made and executed on this 14th day of May, 2001, by THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, hereinafter to as “Developer” of 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134, in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the “Act”.

WHEREAS, the Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit “A” and the Condominium Subdivision Plan attached hereto as Exhibit “B” (both of which are hereby incorporated by reference and made a part hereto) to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the provisions of the Act.

NOW THEREFORE, the Developer does, upon the recording hereof, establish The Western Michigan University Business, Technology and Research Park as a Condominium Project under the Act and does declare that The Western Michigan University Business, Technology and Research Park (hereinafter referred to as the “Condominium”, “Project” or the “Condominium Project”), shall, after such establishment, be held, conveyed, encumbered, leased, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, as amended, and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits “A” and “B” hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors, and assigns, and any persons acquiring or owning any interest in the real property, and their grantees, successors, legal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:
ARTICLE I.

TITLE AND NATURE

The Condominium Project shall be known as The Western Michigan University Business, Technology and Research Park, Kalamazoo County Condominium Subdivision Plan No. 134. The engineering and architectural plans and specifications for the Project are filed with the City of Kalamazoo, Kalamazoo County. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. The Condominium Project contains individual Units which may be used for purposes permitted by this Master Deed and by the applicable zoning ordinance, and each Unit is capable of individual utilization on account of having its own access to private easements and/or public rights-of-way. Each Co-owner of a Unit in the Condominium Project shall have an exclusive property right to his Unit and an undivided and inseparable right with other Co-owners in any common elements of the Condominium Project.

ARTICLE II.

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is located in the City of Kalamazoo, Kalamazoo County, Michigan, and is described as follows:

Parcels of land situated in the Northeast quarter and the Northwest fractional quarter of Section 31, T. 2 S., R. 11 W., and the Northeast quarter of Section 36, T. 2 S., R. 12 W., City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the Northwest corner of Section 31, T. 2 S., R. 11 W.; thence S. 88 deg. 56 min. 19 sec. E. 100.49 feet along the North line of the Northwest fractional quarter of said Section to the Place of Beginning; thence continuing S. 88 deg. 56 min. 19 sec. E. 2537.17 feet along said North line to the North quarter corner of said Section; thence S. 88 deg. 44 min. 35 sec. E. 674.88 feet along the North line of the Northeast quarter of said Section to a point N. 88 deg. 44 min. 35 sec. W. 650.00 feet from the East line of the West half of said Northeast quarter; thence S. 00 deg. 49 min. 08 sec. W. 886.95 feet parallel with said East line; thence S. 70 deg. 20 min. 55 sec. W. 709.58 feet; thence Westerly 566.35 feet along the arc of a non-tangent curve to the left having a radius of 317.69 feet, a central angle of 102 deg. 08 min. 33 sec. and a chord of N. 73 deg. 52 min. 07 sec. W. 494.28 feet; thence S. 55
deg. 03 min. 37 sec. W. 125.02 feet; thence Westerly 1017.52 feet along the arc of a curve to the right having a radius of 607.31 feet, a central angle of 95 deg. 59 min. 47 sec. and a chord of N. 76 deg. 56 min. 30 sec. W. 902.61 feet; thence N. 28 deg. 56 min. 36 sec. W. 4.25 feet; thence Northwesterly 642.87 feet along the arc of a curve to the left having a radius of 592.69 feet, a central angle of 62 deg. 08 min. 48 sec. and a chord of N. 01 deg. 01 min. 00 sec. W. 611.82 feet; thence S. 88 deg. 54 min. 36 sec. W. 0.83 feet; thence Northwesterly 856.23 feet along the arc of a curve to the right having a radius of 532.31 feet, a central angle of 92 deg. 09 min. 39 sec. and a chord bearing N. 45 deg. 00 min. 35 sec. W. 766.86 feet; thence N. 01 deg. 04 min. 15 sec. E. 66.02 feet to the Place of Beginning, the North 50.0 feet being subject to highway easement. ALSO INCLUDING Commencing at the Northeast corner of Section 36, T. 2 S., R. 12 W.; thence N. 89 deg. 46 min. 19 sec. W. 55.43 feet along the North line of the Northeast quarter of said Section 36; thence S. 01 deg. 04 min. 15 sec. W. 50.01 feet to the South line of Parkview Avenue and the Place of Beginning; thence S. 01 deg. 04 min. 15 sec. W. 91.62 feet; thence Southerly 946.03 feet along the arc of a curve to the left having a radius of 722.69 feet, a central angle of 75 deg. 00 min. 10 sec. and a chord of S. 36 deg. 25 min. 50 sec. E. 879.92 feet; thence S. 73 deg. 55 min. 55 sec. E. 48.01 feet; thence Southeasterly 623.19 feet along the arc of a curve to the right having a radius of 657.31 feet, a central angle of 54 deg. 19 min. 19 sec. and a chord of S. 46 deg. 46 min. 15 sec. E. 600.11 feet; thence S. 19 deg. 36 min. 36 sec. E. 246.28 feet; thence Southeasterly 231.36 feet along the arc of a curve to the left having a radius of 452.69 feet, a central angle of 29 deg. 16 min. 58 sec. and a chord of S. 34 deg. 15 min. 05 sec. E. 228.85 feet; thence S. 38 deg. 19 min. 47 sec. W. 565.83 feet to the Easterly right-of-way line of Highway US-131; thence N. 34 deg. 42 min. 00 sec. W. 2049.89 feet along said right-of-way line; thence Northwesterly 468.32 feet along said right-of-way line along the arc of a curve to the right having a radius of 2761.79 feet, a central angle of 09 deg. 42 min. 57 sec. and a chord of N. 29 deg. 50 min. 32 sec. W. 467.76 feet to said South line of Parkview Avenue; thence S. 89 deg. 46 min. 19 sec. E. 534.98 feet along said South line parallel with said North line of the Northeast quarter of Section 36, T. 2 S., R. 12 W. to the Place of Beginning.
ARTICLE III.
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits “A” and “B” hereto, but are or may be used in various instruments such as, by way of example and not limitation, the Declaration of Restrictions, Covenants and Design Standards for The Western Michigan University Business, Technology and Research Park, rules and regulations of The Western Michigan University Business, Technology and Research Park, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, The Western Michigan University Business, Technology and Research Park, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:


B. “Association” shall mean a non-profit corporation that may be organized under Michigan law, of which all Co-owners of Units within the Project shall be members, which corporation may administer, operate, manage and maintain the Condominium. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. “Association By-Laws” means the corporate By-Laws of the Association, as may be adopted in accordance with the applicable laws of the State of Michigan.

D. “Common Elements”, where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof, if any.

E. “Condominium By-Laws” means Exhibit “A” hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 54 of the Act to be recorded as part of the Master Deed.

F. “Condominium Documents” wherever used means and includes this Master Deed and Exhibits “A” and “B” hereto, and the Articles of Incorporation, By-Laws and Rules and Regulations, if any, of the Association.

G. “Condominium Premises” means and includes the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Project, as described above.

H. “Condominium Project”, “Condominium” or “Project” means The Western Michigan University Business, Technology and Research Park, a Condominium Project established in conformity with the provisions of the Act.
I. "Condominium Subdivision Plan" means Exhibit "B" hereto.

J. "Condominium Unit" or "Unit" means that portion of the Project designed and intended for separate ownership and use, as described in this Master Deed.

K. "Co-owner" means a person, corporation, partnership, limited liability company, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

L. "Developer" shall mean the constitutional body corporate set forth above, that has executed this Master Deed, and its successors, and assigns.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV.

COMMON ELEMENTS

At the time of execution and recording of this Master Deed, there are no Common Elements in the Project, as all portions of the Project are contained within Units.

ARTICLE V.

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Western Michigan University Business, Technology and Research Park as surveyed by Ingersoll, Watson & McMachen, Inc., 1133 East Milham Road, Kalamazoo, Michigan 49002, attached hereto as Exhibit "B". Each Unit shall consist of the area located within unit boundaries as shown on Exhibit "B" hereto, together with appurtenances thereto, if any.

B. The percentages of value assigned to each Unit are set forth in paragraph C below. The percentage of value assigned to each Unit shall be determinative of each Co-owner's interest in the Common Elements, if any, the proportionate share of each respective Co-owner in the proceedings and expenses of administration and the value of each Co-owner's vote at meetings of any Association of Co-owners. The total value of the Project is 100. Except as otherwise set forth in this Master Deed, the percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit in the Project.
and with the unanimous consent of all of the Co-owners expressed in an amendment to this Master Deed, duly consented to and recorded.

C. Set forth below are all Unit numbers as they appear on the Condominium Subdivision Plan and the percentage of value assigned to each Unit. The percentages of value for the Project are equal because it is contemplated that the burden of each Unit on the Common Elements, if any, would be equal.

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<th>Unit No.</th>
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D. The number, size, and/or location of Units or of any limited Common Element appurtenant to a Unit as described in Exhibit “B” hereof may be modified from time to time by Developer, or its successors, in its sole discretion. Accordingly, in accordance with Section 90 of the Act, Developer reserves the right to modify the number, size and/or location of unsold Condominium Units and appurtenant Common Elements, if any, from time to time. The precise nature and extent of such modifications shall be determined by the Developer in its sole judgment and discretion. Developer reserves the right to describe each such modified Unit by subsequent amendment or amendments to this Master Deed, which shall be effected solely by Developer without the necessity of a consent from, or execution of an instrument by, any other person now or hereafter interested in the Condominium Project, whether as Owner, mortgagee or otherwise. No Units so modified shall be conveyed until an amendment effecting such modifications is recorded with the Register of Deeds for Kalamazoo County, Michigan. All of the Co-owners and mortgagees of Units and other persons interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed as may be necessary to effectuate the foregoing, so long as the amendments do not materially alter or change the rights of the Co-owners, mortgagees or other interested parties. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed.

ARTICLE VI.

EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to this initial Master Deed may be extended beyond the first stage described herein to contain in its entirety no more than twenty-four (24) Units. Additional Units, if any, will be constructed upon all or some portion of the following described land:
A parcel of land situated in the Northeast quarter of Section 31, T. 2 S., R. 11 W., City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the North quarter corner of Section 31, T. 2 S., R. 11 W.; thence S. 88 deg. 44 min. 35 sec. E. 674.88 feet along the North line of the Northeast quarter of said Section to a point N. 88 deg. 44 min. 35 sec. W. 650.00 feet from the East line of the West half of said Northeast quarter; thence S. 00 deg. 49 min. 08 sec. W. 886.95 feet parallel with said East line to the Place of Beginning; thence S. 70 deg. 20 min. 55 sec. W. 709.58 feet; thence Southerly 120.00 feet along the arc of a curve to the right having a radius of 317.69 feet, a central angle of 21 deg. 38 min. 32 sec. and a chord of S. 11 deg. 58 min. 35 sec. E. 119.29 feet; thence S. 89 deg. 10 min. 52 sec. E. 448.34 feet perpendicular with said East line; thence S. 00 deg. 49 min. 08 sec. W. 1102.83 feet parallel with said East line to the North line of the South 300.0 feet of said Northeast quarter; thence S. 88 deg. 55 min. 14 sec. E. 540.01 feet along said North line to the West line of the East 300.0 feet of said West half of the Northeast quarter; thence N. 00 deg. 49 min. 08 sec. E. 1176.10 feet along said West line; thence N. 49 deg. 10 min. 52 sec. W. 456.87 feet to the Place of Beginning (hereinafter referred to as "Future Development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors, or assigns, from time to time, be increased by the addition of Units within any portion or all of the future development. The size and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole judgment, although the total number of Units shall not exceed twenty-four (24). Such increases in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors, legal representatives or assigns and in which the percentages of value set forth in Article V hereof shall be proportionally adjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements, if any, as may be necessary to adequately describe and service the additional parcel or parcels being added to the Project by such amendment. In addition, with any such amendment(s) Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Future Development. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from
time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer and its assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and exhibits hereto; provided, however, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and Developer (or its assigns) may, in its discretion, establish all or a portion of such Future Development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area for Future Development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII.

CONTRACTION OF CONDOMINIUM

The Condominium Project established pursuant to this Master Deed is contemplated to contain no more than twenty-four (24) units. The Developer reserves the right, however, to establish a Condominium Project consisting of fewer units than described above. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of units in this Condominium Project may, at the option of the Developer or its successors, or assigns, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of units be less than the number of units sold or conveyed by Developer to others. The contractible area is described in Article II of this Master Deed, and hereinafter referred to as the “Contractible Area”. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such a portion of the Contractible Area as is not reasonably necessary to provide access to or otherwise serve the units included in the Condominium Project as so reduced, including service of such units with necessary utilities. The Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects), or any other form of development. Such contraction in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to the Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors, and in which the percentages of value set forth in Article V hereof shall be proportionally readjusted in order to preserve a total value of 100% for the entire project resulting from such amendment or amendments to the Master Deed. The precise determination of the readjustments and percentages of value shall be within the sole judgment of the Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements,
if any, as may be necessary to adequately describe the units in the Condominium Project as so reduced. All of the owners and mortgagees of units and other persons interested or to become interested in this project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of the Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of units which the Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint the Developer or its successors as agent and attorney for the purpose of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto.

ARTICLE VIII.

EASEMENTS

There shall be reserved to the Developer, and its assigns, easements to, through and over the land comprising the Project, for the continuing maintenance and repair of all utilities in the Condominium. Such easements shall include, but not be limited to, easements for public and private utilities and storm water flow, collection and retention, as reflected on Exhibit “B” attached hereto. Each Co-owner shall be responsible, at its expense, for preserving, maintaining and allowing, storm water run-off and flow naturally occurring across each Co-owner’s Unit to catch basins and other collecting points contained within, or adjacent to, the public roadways within the Project, and for maintaining and repairing catch basins, piping and associated equipment located on such Co-owner’s Unit. Each Co-owner shall allow the Developer, and its assigns, and public utilities to have access to the Units, and any Common Elements, as may be necessary for the installation, service or maintenance of existing or future utility services including, but not limited to, sanitary sewer, storm water drainage, communications, public water, chilled water, steam, electricity and gas. The Developer shall be empowered to grant such easements, licenses, rights-of-way and rights of entry over, under and across the Condominium Project for the aforementioned utility purposes; provided, however, that no such grant shall unreasonably interfere with or unreasonably restrict the use of structures or improvements on any Unit within the Project.

The Developer reserves for the benefit of itself, its successors, legal representatives and assigns, easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from any and all portion of the land described in Article II. The Developer further reserves the right to dedicate to the public a right-of-way of such width as may be required by the local public authority over any part of the Project not included in a Unit already sold by the Developer. Any such right-of-way dedication may be made by the Developer without the consent of any co-owner, mortgagee or other person and may be evidenced by an amendment to this Master Deed, Exhibit “B” (and/or the execution and recording of any other appropriate document). All of the co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to
effectuate such dedication. Notwithstanding the foregoing, however, the Developer is under no obligation to undertake such dedication.

ARTICLE IX.

COVENANTS RUNNING WITH THE LAND

All provisions of the Master Deed and its Exhibits, as amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Co-owner of the property or any part thereof or interest therein, and its successors, legal representatives and assigns shall be bound by all of the provisions hereof.

ARTICLE X.

AMENDMENT

Except as may be otherwise provided herein, this Master Deed and the Condominium Subdivision Plan (Exhibit “B” to said Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners and of the Unit mortgagees (allowing one vote for each mortgage held) except as hereinafter set forth:

A. If there is no Co-owner other than the Developer, the Developer may unilaterally amend the Condominium Documents or can, with the consent of any interested mortgagee, unilaterally terminate the Project. All documents effecting such amendment or termination shall be recorded with the Register of Deeds of Kalamazoo County, Michigan.

B. If there is a Co-owner other than the Developer, the Condominium Documents may be amended for a proper purpose only as follows:

1. The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project.

2. The amendment may be made, even if it would materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and Mortgagees; provided, however, that a Co-owner's Unit dimensions may not be modified without his consent; and provided further, that the provisions of Articles IV, V, VI, VII and this Article X shall not be modified without the written consent of the Developer so long as the Developer continues to own or to offer for sale any Unit in the Project. For the purposes of this sub-section, a mortgagee shall have one vote for each mortgage held.
3. A material amendment may also be made unilaterally by the Developer without the consent of any Co-owner or mortgagee for the specific purposes reserved by the Developer in this Master Deed, including, but not limited to, amendments for the purpose of modifying the types and/or sizes of unsold Units.

4. A person causing or requesting an amendment to the Condominium Documents shall be responsible for the costs and expenses of the amendment.

C. If there is a Co-owner other than the Developer, the Project may be terminated only with the consent of the Developer and not less than eighty percent (80%) of the Co-owners and Mortgagees, as follows:

1. Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced by the execution of the termination agreement or of ratifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

2. Upon recordation of an instrument terminating the Project, the Property constituting the Condominium shall be owned by the Co-owners as tenants-in-common in proportion to its respective undivided interests in any Common Elements immediately before recordation. As long as the tenancy-in-common lasts, each Co-owner or the heirs, successors or assigns thereof shall have an exclusive right of occupancy of that portion of the Property which formerly constituted the Condominium Unit.

3. Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to its respective, undivided interests in any Common Elements immediately before recordation, except that common profits, if any, shall be distributed in accordance with the Condominium Documents and the Act.

4. Notification of termination, by first class mail, shall be made to all parties interested in the Project, including escrow agents, land contract vendors and vendees, lien holders and prospective purchasers who deposited escrow funds.
IN WITNESS WHEREOF, this Master Deed has been executed on the date first above written.

WITNESSES:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By:

Lowell P. Rinker
Its: Assistant Treasurer

STATE OF MICHIGAN )

)SS:

COUNTY OF KALAMAZOO )

On this 14th day of May, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the "Corporation") who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Susan S. Kremer
Notary Public
Kalamazoo County, Michigan
My commission expires: 11-26-03

This Master Deed Drafted by:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007
(616) 552-3400
402\wmu\btr\master deed
ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1.1 Association. The Western Michigan University Business, Technology and Research Park, a Condominium Project located in the City of Kalamazoo, County of Kalamazoo, Michigan, has no Common Elements and there is no purpose for an Association of Co-owners at the time of establishment of the Project. If it becomes necessary or appropriate for an Association to be established in the future, the Association may be formed by the Developer, or by the action of at least sixty-six and two-thirds percent (66 2/3%) of the Co-owners, with the written approval of the Developer, and the Association shall be organized under the applicable laws of the State of Michigan, and shall undertake such functions as are contemplated by the Act. At the time of formation of the Association, these Bylaws may be amended as authorized in the Master Deed, to incorporate such additional provisions with respect to the operations of the Association as may be appropriate.

ARTICLE II
RESTRICITONS

Section 2.1 Recorded Restrictions. The Project shall be subject to the Declaration of Restrictions, Covenants and Design Standards for The Western Michigan University Business, Technology and Research Park, recorded at Docket No. 2001-018363 of the Kalamazoo County Records.

ARTICLE III
AMENDMENTS

Section 3.1 Amendments. These Bylaws may be amended only in the manner set forth in Article X of the Master Deed of The Western Michigan University Business, Technology and Research Park.

ARTICLE IV
SEVERABILITY

In the event that any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.
KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No.____

EXHIBIT "B" TO THE MASTER DEED OF

Western Michigan University
Business, Technology and Research Park

CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN

DEVELOPER:
THE BOARD OF TRUSTEES
WESTERN MICHIGAN UNIVERSITY
3020 SEIBERT ADMINISTRATION BUILDING
KALAMAZOO, MICHIGAN 49008

SURVEYOR:
INGERSOIL, WATSON & McMACHEN, INC.
ALLEN H. McMACHEN
PROFESSIONAL SURVEYOR No.16935
1133 EAST MILHAM ROAD
KALAMAZOO, MICHIGAN 49002

DESCRIPTION:

PARCEL DESCRIPTION

Parcel of land situated in the Northeast quarter and the Northwest fractional quarter of Section 31, T. 2 S., R. 12 W., City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the Northwest corner of Section 31, T. 2 S., R. 11 W.; thence S. 88 deg. 56 min. 19 sec. E. 100.49 feet along the North line of the Northeast fractional quarter of said Section to the Place of Beginning; thence continuing S. 88 deg. 56 min. 19 sec. E. 2537.17 feet along said North line to the North quarter corner of said Section; thence S. 88 deg. 56 min. 19 sec. E. 674.98 feet along the North line of the Northeast quarter of said Section to a point N. 88 deg. 44 min. 33 sec. W. 650.00 feet from the East line of the West half of said Northeast quarter; thence S. 00 deg. 59 min. 36 sec. W. 868.95 feet parallel with said East line; thence S. 70 deg. 20 min. 55 sec. W. 709.58 feet; thence Westerly 566.35 feet along the arc of a non-tangential curve to the left having a radius of 317.69 feet, a central angle of 102 deg. 08 min. 33 sec. and a chord of N. 73 deg. 52 min. 07 sec. W. 498.28 feet; thence S. 55 deg. 03 min. 37 sec. W. 125.02 feet; thence Westerly 1017.52 feet along the arc of a curve to the right having a radius of 607.31 feet, a central angle of 85 deg. 59 min. 47 sec. and a chord of N. 76 deg. 58 min. 30 sec. W. 902.51 feet; thence N. 28 deg. 56 min. 36 sec. W. 4.23 feet; thence Northwesterly 642.87 feet along the arc of a curve to the left having a radius of 592.56 feet, a central angle of 62 deg. 08 min. 49 sec. and a chord of N. 60 deg. 01 min. 00 sec. W. 611.82 feet; thence S. 58 deg. 54 min. 36 sec. W. 0.83 feet; thence Northwesterly 356.23 feet along the arc of a curve to the right having a radius of 46 deg. 09 min. 39 sec. W. 554.46 feet and a chord bearing N. 45 deg. 00 min. 35 sec. W. 766.56 feet; thence N. 01 deg. 04 min. 15 sec. E. 68.02 feet to the Place of Beginning, the North 50.0 feet being subject to highway easement. ALSO INCLUDING Commencing at the Northeast corner of Section 36, T. 2 S., R. 12 W.; thence N. 89 deg. 48 min. 19 sec. W. 55.43 feet along the North line of the Northeast quarter of said Section; thence S. 01 deg. 04 min. 15 sec. W. 50.01 feet to the South line of Parkview Avenue and the Place of Beginning; thence S. 01 deg. 04 min. 15 sec. W. 91.82 feet; thence Southwesterly 946.03 feet along the arc of a curve to the left having a radius of 722.89 feet, a central angle of 75 deg. 00 min. 10 sec. and a chord of S. 36 deg. 25 min. 50 sec. W. 879.32 feet; thence S. 73 deg. 55 min. 55 sec. E. 46.01 feet; thence Southwesterly 623.16 feet along the arc of a curve to the right having a radius of 657.31 feet, a central angle of 54 deg. 19 min. 19 sec. and a chord of S. 46 deg. 46 min. 15 sec. E. 600.11 feet; thence S. 19 deg. 36 min. 36 sec. E. 246.28 feet; thence Southwesterly 221.38 feet along the arc of a curve to the left having a radius of 452.69 feet, a central angle of 29 deg. 16 min. 58 sec. and a chord of S. 34 deg. 15 min. 03 sec. W. 228.85 feet; thence S. 38 deg. 19 min. 47 sec. W. 568.83 feet to the Eastward right-of-way line of Highway US-131; thence N. 54 deg. 34 min. 42 sec. W. 2049.89 feet along said right-of-way line to the Place of Beginning along South line parallel with said North line of the Northeast quarter of Section 36, T. 2 S., R. 12 W. to the Place of Beginning.
Western Michigan University
Business, Technology and Research Park
90.92 Acres

SURVEYOR CERTIFICATE:
L. ALLEN H. MCMACHEN, PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN HEREBY CERTIFY:
THAT THE SUBDIVISION PLAN KNOWN AS KALAMAZOO COUNTY CONDOMINIUM SUBDIVISION PLAN No. 90-92-02 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY CHARGE.
THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LIMITS AND PROPERTY HEREIN DESCRIBED AS SHOWN.

SURVEY DATE:
5/01/2002

ALLEN H. MCMACHEN
PROFESSIONAL SURVEYOR No. 16935
INGERSOLL, WATSON & MCMACHEN, INC.
1132 E. MICHIGAN ROAD
KALAMAZOO, MI 49002

PUBLIC R/W
SOUTH UNE. NE % SEC 31
MTE OF SURVEY
ALLEN H. MCMACHEN
PROFESSIONAL SURVEYOR No. 16935
INGERSOLL, WATSON & MCMACHEN, INC.
1132 E. MICHIGAN ROAD
KALAMAZOO, MI 49002
NOTE: LOCATION OF SURED WATER AND TELEPHONE BASED ON AVAILABLE RECORDS MAY EXTEND ONTO UNIT 1.

LEGEND:
- O SANITARY MANHOLE
- H STORM SEWER
- • FIRE HYDRANT
- • SANITARY SEWER
- + STORM SEWER
- • WATER MAIN
- • GAS MAIN
- • COMMUNICATION LINES
- • OVERHEAD ELECTRIC
- • UTILITY LINES = BURIED GAS, ELECTRIC & CABLE TELEVISION

UTILITY OWNERS:
- SANITARY SEWER - CITY OF KALAMAZOO
- WATER MAINS - CITY OF KALAMAZOO
- GAS - CONSUMERS ENERGY
- ELECTRIC - CONSUMERS ENERGY
- COMMUNICATION LINES - AMERITECH & W.M.U.
- CABLE TELEVISION - CHARTER

NOTE: THE LOCATION OF UTILITIES AS SHOWN HEREON ARE BASED ON CERTAIN AVAILABLE RECORDS ALONG WITH CONSTRUCTION PLANS PROVIDED TO THE SURVEYOR AND SHOULD BE CONSIDERED APPROXIMATE.

NOTE: ALL UTILITIES SHOWN ARE EITHER EXISTING OR MUST BE BUILT. THE PROPOSED FUTURE PUBLIC R.O.W. NEED NOT BE BUILT.

Western Michigan University
Business, Technology and Research Park
Kalamazoo, Michigan

UTILITY PLAN
Ingersoll, Watson & McManus, Inc.

3/8/2001
33321
LEGEND:

- SANITARY MANHOLE
- STORM STRUCTURE
- FIRE HYDRANT
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- COMMUNICATION LINES
- OVERHEAD ELECTRIC
- UTILITY LINES - BURIED GAS, ELECTRIC & CABLE TELEVISION

NOTE: ALL UTILITIES SHOWN ARE EITHER EXISTING OR MUST BE BUILT.
THE PROPOSED FUTURE PUBLIC R.O.W. NEED NOT BE BUILT.

UTILITY OWNERS:

- SANITARY SEWER - CITY OF KALAMAZOO
- WATER Mains - CITY OF KALAMAZOO
- GAS - CONSUMERS ENERGY
- ELECTRIC - CONSUMERS ENERGY
- COMMUNICATION LINES - AMERITECH & WESTERN MICHIGAN UNIVERSITY
- CABLE TELEVISION - CHARTER COMMUNICATIONS

NOTE: THE LOCATION OF UTILITIES AS SHOWN HEREON ARE BASED ON CERTAIN AVAILABLE RECORDS ALONG WITH CONSTRUCTION PLANS PROVIDED TO THE SURVEYOR AND SHOULD BE CONSIDERED APPROXIMATE.
NOTE: THE LOCATION OF UTILITIES AS SHOWN HEREIN ARE BASED ON CERTAIN AVAILABLE RECORDS ALONG WITH CONSTRUCTION PLANS PROVIDED TO THE SURVEYOR AND SHOULD BE CONSIDERED APPROXIMATE.

LEGEND:
- SANITARY MANHOLE
- STORM STRUCTURE
- FIRE HYDRANT
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- GAS MAIN
- COMMUNICATION LINES
- OVERHEAD ELECTRIC
- UTILITY LINES - BURIED GAS, ELECTRIC & CABLE TELEVISION COMMON LOCATION

UTILITY OWNERS:
SANITARY SEWER - CITY OF KALAMAZOO
WATER MAINS - CITY OF KALAMAZOO
GAS - CONSUMERS ENERGY
ELECTRIC - CONSUMERS ENERGY
COMMUNICATION LINES - AMERITECH & W.M.U.
CABLE TELEVISION - CHARTER COMMUNICATIONS

NOTE: ALL UTILITIES SHOWN ARE EITHER EXISTING OR MUST BE BUILT
MLC.mtd  EASEMENT FOR UNDERGROUND ELECTRIC LINES
04/05/01 AND GAS PIPELINES

Parties: “Owner” is THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY. Owner’s address is 3020 Selbert Administration Building, Kalamazoo, Michigan 49008-5134.

“Consumers” is CONSUMERS ENERGY, a Michigan corporation. Consumers’ address is 212 West Michigan Avenue, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a non-exclusive perpetual easement for underground electric lines and gas pipelines on, over, in, under and across a portion of Owner’s land, called the “Easement Area”. Owner’s land is in the City of Kalamazoo, County of Kalamazoo, and State of Michigan, and is described on the attached Exhibit “A”. Consumers may attach lateral service electric lines and gas pipelines within the Easement Area, running laterally from the primary lines.

Purpose: The purpose of the easement is to grant Consumers the right to enter the Easement Area to construct, operate, inspect, maintain, replace, improve, remove, and enlarge underground electric line or lines and gas pipelines within the Easement Area. The underground electric lines may consist of cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures, and other equipment for transmitting and distributing electrical energy and communications signals. The gas pipelines may consist of pipelines with valves, connections, and accessories for transmitting and distributing natural gas.

Trees Control: Consumers shall have the right, from time to time hereafter, to enter Owner’s land to trim, cut down, and otherwise remove and control any trees, brush, roots, or other vegetation, whether inside or outside of the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the electric lines or gas pipeline.

Buildings/Structures: Owner shall not, without Consumers’ prior consent:

1. Locate any buildings, structures, septic systems, drain fields, ponds or swimming pools within the Easement Area,
2. Plant any trees within the Easement Area, or
3. Change the ground elevation within the Easement Area.
Successors: This easement shall bind and benefit Owner's and Consumers' heirs, successors, lessees, licensees, and assigns.

This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars ($100.00).

IN WITNESS WHEREOF, Owner has executed this Easement for Overhead Electric Line and Gas Pipeline as of the 5th day of April, 2001.

WITNESSES:

THE BOARD OF TRUSTEES OF
WESTERN MICHIGAN UNIVERSITY

By: Ann Marie Cox

Ann Marie Cox

STATE OF MICHIGAN
COUNTY OF KALAMAZOO

On this 5th day of April, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he/she is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the "Corporation") who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Nancy G. Dyksterhousen
Notary Public
Kalamazoo County, Michigan
My commission expires: 4-4-04

This Instrument Drafted By:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007
EXHIBIT "A"

Property located in the City of Kalamazoo, Kalamazoo County, Michigan and described as follows:

A parcel of land situated in the Northwest fractional quarter of Section 31, T. 2 S., R. 11 W., and the Northeast quarter of Section 36, T. 2 S., R. 12 W., City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows:

Commencing at the Northwest corner of Section 31, T. 2 S., R. 11 W.; thence S. 88 deg. 56 min. 19 sec. E. 100.49 feet along the North line of the Northwest fractional quarter of said Section; thence S. 01 deg. 04 min. 15 sec. W. 50.00 feet to the South line of Parkview Avenue and the Place of Beginning; thence continuing S. 01 deg. 04 min. 15 sec. W. 16.02 feet; thence Southeasterly 856.23 feet along the arc of a curve to the left having a radius of 532.31 feet and a chord of S. 45 deg. 00 min. 35 sec. E. 766.86 feet; thence N. 88 deg. 54 min. 36 sec. E. 0.83 feet; thence Southeasterly 642.87 feet along the arc of a curve to the right having a radius of 592.69 feet and a chord of S. 60 deg. 01 min. 00 sec. E. 611.82 feet; thence S. 28 deg. 56 min. 36 sec. E. 4.25 feet; thence Southeasterly 1017.52 feet along the arc of a curve to the left having a radius of 607.31 feet and a chord of S. 76 deg. 56 min. 30 sec. E. 902.61 feet; thence N. 55 deg. 03 min. 37 sec. E. 125.02 feet; thence Easterly, Southerly and Westerly 1298.98 along the arc of a curve to the right having a radius of 317.69 feet and a chord of S. 07 deg. 48 min. 12 sec. E. 565.44 feet; thence N. 70 deg. 40 min. 00 sec. W. 60.80 feet; thence Westerly 327.35 feet along the arc of a curve to the left having a radius of 357.31 feet and a chord of S. 83 deg. 05 min. 16 sec. W. 316.02 feet; thence S. 56 deg. 50 min. 32 sec. W. 187.89 feet; thence Westerly 818.14 feet along the arc of a curve to the right having a radius of 452.69 feet and a chord of N. 71 deg. 23 min. 05 sec. W. 711.25 feet; thence N. 19 deg. 36 min. 36 sec. W. 246.28 feet; thence Northwesterly 623.19 feet along the arc of a curve to the left having a radius of 675.31 feet and a chord of N. 46 deg. 46 min. 15 sec. W. 600.11 feet; thence N. 73 deg. 55 min. 55 sec. W. 48.01 feet; thence Northwesterly 946.03 feet along the arc of a curve to the right having a radius of 722.69 feet and a chord of N. 36 deg. 25 min. 50 sec. W. 879.92 feet; thence N. 01 deg. 04 min. 15 sec. E. 91.62 feet to the South line of Parkview Avenue; thence N. 89 deg. 46 min. 19 sec. W. 165.00 feet along said South line; thence S. 30 deg. 34 min. 45 sec. E. 234.16 feet; thence Southerly 349.81 feet along the arc of a non-tangent curve to the left having a radius of 772.69 feet and a chord of S. 20 deg. 05 min. 37 sec. E. 346.83
feet; thence N. 56 deg. 56 min. 13 sec. E. 15.00 feet; thence Southerly 204.59 feet along the arc of a non-tangent curve to the left having a radius of 757.69 feet and a chord of S. 40 deg. 47 min. 55 sec. E. 203.97 feet; thence S. 56 deg. 54 min. 17 sec. W. 121.97 feet; thence S. 81 deg. 58 min. 35 sec. E. 251.57 feet; thence Southeasterly 156.75 feet along the arc of a non-tangent curve to the left having a radius of 757.69 feet and a chord of S. 68 deg. 00 min. 19 sec. E. 156.47 feet; thence S. 73 deg. 55 min. 55 sec. E. 48.01 feet; thence Southeasterly 590.01 feet along the arc of a curve to the right having a radius of 622.31 feet and a chord of S. 46 deg. 46 min. 15 sec. E. 568.16 feet; thence S. 19 deg. 36 min. 36 sec. E. 246.28 feet; thence Southerly 250.95 feet along the arc of a curve to the left having a radius of 487.69 feet and a chord of S. 86 deg. 05 min. 16 sec. E. 293.91 feet; thence E. 125.02 feet; thence Easterly, Northerly and Westerly 1401.20 feet along the arc of a curve to the left having a radius of 342.69 feet and a chord of N. 07 deg. 48 min. 12 sec. W. 609.93 feet; thence S. 55 deg. 03 min. 37 sec. W. 125.02 feet; thence Westerly 883.85 feet along the arc of a curve to the right having a radius of 582.31 feet and a chord of N. 81 deg. 27 min. 25 sec. W. 801.42 feet; thence N. 08 deg. 02 min. 41 sec. W. 105.45 feet; thence S. 63 deg. 55 min. 23 sec. W. 44.91 feet; thence Northwesterly 664.88 feet along the arc of a non-tangent curve to the left having a radius of 617.69 feet and a chord of N. 60 deg. 15 min. 13 sec. W. 633.24 feet; thence S. 88 deg. 54 min. 36 sec. W. 0.83 feet; thence Northwesterly 346.38 feet along the arc of a curve to the right having a radius of 507.31 feet and a chord of N. 71 deg. 31 min. 48 sec. W. 339.69 feet; thence N. 33 deg. 42 min. 06 sec. W. 257.03 feet; thence S. 66 deg. 37 min. 53 sec. W. 15.71 feet; thence Northerly 206.39 feet along the arc of a non-tangent curve to the right having a radius of 507.31 feet and a chord of N. 10 deg. 35 min. 03 sec. W. 204.97 feet; thence N. 01 deg. 04 min. 15 sec. E. 16.02 feet to said South line of Parkview Avenue; thence N. 88 deg. 56 min. 19 sec. W. 25.00 feet along said south line to the Place of Beginning.

Legal furnished by IWM
3-20-01
MLC:mtd

04/05/01

EASEMENT FOR GAS PIPELINE

Parties: "Owner" is THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY. Owner's address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134.

"Consumers" is CONSUMERS ENERGY, a Michigan corporation. Consumers' address is 212 West Michigan Avenue, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a perpetual easement for a gas pipeline in, under and across a portion of Owner's land, called the "Easement Area". Owner's land is in the City of Kalamazoo, County of Kalamazoo, and State of Michigan. The Easement Area is within Owner's land and is described in the attached Exhibit "A". Consumers may attach lateral service pipelines and accessories within the Easement Area, running laterally from the primary pipeline. This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars ($100.00).

Purpose: The purpose of the easement is to grant Consumers the right to enter the Easement Area to construct, operate, inspect, maintain, replace, improve, remove, and enlarge a gas pipeline on the Easement Area. The gas pipeline may consist of a pipeline with valves, connections, and accessories for transmitting and distributing natural gas.

Trees Control: Consumers shall have the right, from time to time hereafter, to enter Owner's land to trim, cut down, and otherwise remove and control any trees, brush, roots, or other vegetation, whether inside or outside of the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the gas pipeline.

Buildings/Structures: Owner shall not, without Consumers' prior consent:

1. Locate any buildings, structures, septic systems, drain fields, ponds or swimming pools within the Easement Area,
2. Plant any trees within the Easement Area, or
3. Change the ground elevation within the Easement Area.

Successors: This easement shall bind and benefit Owner's and Consumers' successors and assigns.
IN WITNESS WHEREOF, Owner has executed this Easement for Gas Pipeline as of the 5th day of April, 2001.

WITNESSES:

The Board of Trustees of Western Michigan University

By: Ann Marie Cox

STATE OF MICHIGAN

COUNTY OF KALAMAZOO

On this 5th day of April, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he/she is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the "Corporation") who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Nancy G. Dyksterhouse
Notary Public
Kalamazoo County, Michigan
My commission expires: 4-4-04

This Instrument Drafted By:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007
402wma/btr/Consumers gas pipeline easement
EXHIBIT “A”

Property located in the City of Kalamazoo, Kalamazoo County, Michigan and described as follows:

A parcel of land situated in the Northwest quarter of Section 31, T.2S., R.11W., and the Northeast quarter of Section 36, T2S., R.12W., City of Kalamazoo, Kalamazoo County, Michigan, being more particularly described as follows: Commencing at the Northwest corner of Section 31, T.2S., R.11W.; thence S. 88 deg. 56 min. 19 sec. E. 5.00 feet along the North line of the Northwest quarter of said section to the Place of Beginning; thence S. 01 deg. 02 min. 18 sec. W. 454.05 feet parallel with the West line of said Northwest quarter; thence S. 02 deg. 16 min. 20 sec. W. 372.09 feet; thence S. 04 deg. 20 min. 45 sec. E. 133.20 feet to the Easterly right-of-way line of Highway US-131; thence S. 34 deg. 43 min. 50 sec. E. 39.54 feet along said right-of-way line; thence N. 04 deg. 20 min. 45 sec. W. 166.15 feet; thence N. 02 deg. 16 min. 20 sec. E. 371.14 feet; thence N. 01 deg. 02 min. 18 sec. E. 454.26 feet parallel with said West line to said North line; thence N. 88 deg. 56 min. 19 sec. W. 20.00 feet along said North line to the Place of Beginning.
PARCEL DESCRIPTION FOR EASEMENT PROPOSES
A Parcel of Land situated in the Northwest quarter of Section 31, T.2S., R.11W. and the Northeast quarter of Section 36, T.2S., R.12W., City of Kalamazoo, Kalamazoo County, Michigan being more particularly described as follows;

Commencing at the Northwest corner of Section 31, T.2S., R.11W.; thence S. 88 deg. 56 min. 19 sec. E. 5.00 feet along the North line of the Northwest quarter of said section to the Place of Beginning; thence S. 01 deg. 02 min. 18 sec. W. 454.05 feet parallel with the West line of said Northwest quarter; thence S. 02 deg. 16 min. 20 sec. W. 372.09 feet; thence S. 04 deg. 20 min. 45 sec. E. 133.20 feet to the Easterly right-of-way line of Highway US-131; thence S. 34 deg. 43 min. 50 sec. E. 39.54 feet along said right-of-way line; thence N. 04 deg. 20 min. 45 sec. W. 166.15 feet; thence N. 02 deg. 16 min. 20 sec. W. 371.14 feet; thence N. 01 deg. 02 min. 18 sec. E. 454.26 feet parallel with said West line to said North line; thence N. 88 deg. 56 min. 19 sec. W. 20.00 feet along said North line to the Place of Beginning.

EASEMENT SKETCH
WESTERN MICHIGAN UNIVERSITY
BUSINESS TECHNOLOGY & RESEARCH PARK
Ingersoll, Watson & McMachen, Inc.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1183 East Milham Road * Kalamazoo, Michigan 49008 * Area 616-344-6100 * Fax 616-344-0565

DATE
3/05/2001

SHEET No.
1

JOB No.
33051
Parties: "Owner" is THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY. Owner’s address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134.

“Consumers” is CONSUMERS ENERGY, a Michigan corporation. Consumers’ address is 212 West Michigan Avenue, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers an easement for an overhead electric line on, over, and across a portion of Owner’s land, called the “Easement Area”. Owner’s land is in the City of Kalamazoo, County of Kalamazoo, and State of Michigan. The Easement Area is within Owner’s land and is described in the attached Exhibit “A”. This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars ($100.00).

Purpose: The purpose of the easement is to grant Consumers the right to enter the Easement Area to construct, operate, inspect, maintain, replace, improve, remove, and enlarge an overhead electric line on the Easement Area. The electric line may consist of poles, anchors, guys, wires, cables (including fiber-optic cable), transformers, and other equipment for transmitting and distributing electrical energy and communications signals.

Trees and Other Vegetation: Consumers shall have the right, from time to time hereafter, to enter Owner’s land to trim, cut down, and otherwise remove and control any trees, brush, and other vegetation, whether inside or outside of the Easement Area, that Consumers believes may interfere with the construction, operation, or maintenance of the electric line.

Buildings/Structures: Owner shall not locate any buildings or other structures on the Easement Area and shall not raise the grade under the electric line without Consumers’ prior consent.

Successors: This easement shall bind and benefit Owner’s and Consumers’ successors and assigns.
IN WITNESS WHEREOF, Owner has executed this Easement for Overhead Electric Line as of the 5th day of April, 2001.

WITNESSES:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: 

Its: Assistant Treasurer

STATE OF MICHIGAN )
COUNTY OF KALAMAZOO )

On this 5th day of April, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he/she is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the “Corporation”) who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees, and that this instrument is acknowledged as the free act and deed of the Corporation.

This Instrument Drafted By:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007
EXHIBIT “A”

Property located in the City of Kalamazoo, Kalamazoo County, Michigan and described as follows:

A parcel of land situated in the Northeast quarter of Section 36, T.2 S., R.12 W., and the Northwest quarter of Section 31, T.2 S., R.12 W., City of Kalamazoo, Kalamazoo County, Michigan, being more particularly described as follows: Commencing at the Northeast corner of Section 36, T.2 S., R.12 W.; thence N. 89 deg. 46 min. 19 sec. W. 55.43 feet along the North line of the Northeast quarter of said Section; thence S. 01 deg. 04 min. 15 sec. W. 50.01 feet to the South line of Parkview Avenue; thence N. 89 deg. 46 min. 19 sec. W. 312.22 feet along said South line to the Place of Beginning; thence S. 04 deg. 16 min. 58 sec. E. 398.81 feet to a point 20.0 feet perpendicular measure from the East right-of-way line of Highway U.S. 131; thence S. 34 deg. 43 min. 50 sec. E. 2037.98 feet parallel with said East line; thence S. 38 deg. 19 min. 47 sec. W. 20.91 feet to said East line; thence N. 34 deg. 43 min. 50 sec. W. 2049.51 feet along said East line; thence N. 04 deg. 16 min. 58 sec. W. 405.83 feet to said South line; thence S. 89 deg. 46 min. 19 sec. E. 20.06 feet along said South line to the Place of Beginning.
EASEMENT SKETCH
WESTERN MICHIGAN UNIVERSITY
BUSINESS TECHNOLOGY & RESEARCH PARK
Ingersoll, Watson & McMachen, Inc.
CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS
1190 East Milham Road • Kalamazoo Michigan 49002 • Area 616-344-2166 • Fax 616-344-0555
THIS INDENTURE, made this 24\textsuperscript{th} day of April, 2001, between THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008, Grantor, and THE CITY OF KALAMAZOO, a Michigan municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007, Grantee.

WITNESSETH:

For the consideration of One Dollar ($1.00), receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee a perpetual easement for the purpose of constructing, operating, maintaining and repairing a sanitary sewer main and related equipment and appurtenances, hereafter the “Facilities”, over, across, under and through the following described premises located in the City and County of Kalamazoo, State of Michigan and more fully described as follows:

See attached Exhibit “A”

The Grantee, its agents or contractors, may enter upon the premises at any reasonable time for the purpose of constructing, operating, maintaining and repairing such Facilities and all such work shall be at the expense of the Grantee and the Grantor shall be saved harmless with respect to any liability in connection with the same, but this provision shall not be deemed to limit or affect the power of the Grantee to levy appropriate assessments, based on benefit, following the confirmation thereof by the City Commission. The Grantor agrees that no construction or improvement shall be placed in the easement which might affect the operation and maintenance of the Facilities without the written approval of Grantee, Grantor also grants the Grantee the right to enter as necessary on twenty (20) feet of either side of the easement for the purpose of constructing, maintaining and repairing the Facilities. The additional area shall be used by Grantee only during periods of construction and maintenance; the right of entry upon the additional area shall expire upon termination of construction except as needed for maintenance and repair.

Grantee shall restore the above-described property to its former state as near as would be practical in the exercise of sound business judgment, but without substantial economic waste. The Grantor declares that it is the owner of the premises and has the right to grant this easement.
This easement shall run with the land and shall be binding upon the legal representatives, successors and assigns of the parties hereto.

This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars ($100.00).

IN WITNESS WHEREOF, this Easement has been signed and delivered the day and year first above written.

WITNESSES:

Nancy G Dyksterhouse
AnnMarie Cox

GRANTOR:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: Lowell P. Rinker
Its: Assistant Treasurer

STATE OF MICHIGAN )
COUNTY OF KALAMAZOO )SS.

On this 24th day of April, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the "Corporation") who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Susan S. Kremer
Notary Public
Kalamazoo County, Michigan
My commission expires: 11-28-03

This instrument drafted by:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, MI 49007
(616) 552-3400
EXHIBIT “A”

Property located in the City of Kalamazoo, County of Kalamazoo, Michigan and described as follows:

Part of Section 31, Town 2 South, Range 11 West, Kalamazoo Township, Kalamazoo County Michigan, more particularly described as follows: Commencing at the south quarter corner of said Section 31; thence North 00°49'01" East, 1,375.50 feet along the North-South 1/4 line of said Section 31; thence North 89°10'59" West, 145.17 feet perpendicular to said North-South 1/4 line, to the Point of Beginning; thence North 49° 26'32" West, 433.60 feet; thence North 50°58'24" West, 306.50 feet; thence North 50°06'41" West, 299.67 feet; thence North 31°03'52" West, 168.51 feet to a point of curve; thence Northwesterly 507.41 feet on a 5,953.25-foot radius curve to the left, a long chord bearing North 31°03'52" West, 507.25 feet; thence North 31°03'52" West, 114.26 feet; thence North 33°24'36" West 323.75 feet; thence North 33°09'31" West, 290.28 feet; thence North 35°36'28" East, 497.99 feet to a point on the southerly right-of-way line of the BTR loop road; thence Northwesterly 50.18 feet on a 452.69-foot radius curve to the right, a long chord bearing North 49°49'52" West, 50.16 feet; thence South 35°36'28" West, 546.93 feet; thence South 33°09'31" East, 320.61 feet; thence South 33°24'35" East, 322.79 feet; thence South 31°03'52" East, 115.62 feet to a point on the easterly right-of-way line of U.S. Highway 131; thence Southeasterly 502.24 feet on a 5,832.58-foot radius curve to the right along said easterly right-of-way line, a long chord bearing South 31°03'52" East, 502.08 feet; thence South 31°03'52" East, 181.16 feet; thence South 50°06'43" East, 310.18 feet; thence South 50°58'21" East, 306.15 feet; thence South 49°26'32" East, 432.80 feet; thence North 40°33'28" East 60.00 feet to the Point of Beginning.

Containing 4.00 acres more or less.
The "Grantor", THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate, whose address is 3020 Seibert Administration Building, Kalamazoo, Michigan 49008-5134, hereby gives, grants, releases and conveys to THE CITY OF KALAMAZOO, a municipal corporation, whose address is 241 West South Street, Kalamazoo, Michigan 49007, easements as follows:

A non-exclusive perpetual easement for water distribution, water main and sewer main purposes over, across, under and through parcels of land located in the City of Kalamazoo, Kalamazoo County, Michigan, and described on Exhibit "A" attached hereto.

The Grantee, its agents and assigns, shall have the right to enter upon the aforesaid easement areas for the purpose of construction, operation, maintenance, repair and/or replacement of water mains and sewer mains, and associated equipment, constructed and installed in the aforesaid easement areas. Any ground surface or improvements disturbed by the activities of Grantee as authorized herein shall be restored by Grantee to as near as possible to the condition as existed prior to any such activity. Grantee may use land immediately adjacent to the easement areas temporarily during construction and repair activities.

The easement areas shall not hereafter be improved by Grantor or Grantor's assigns with any permanent buildings or structures without the prior written consent of Grantee, which consent shall not be unreasonably withheld. The foregoing limitation shall not, however, prohibit the improvement of the surface of the easement areas for driveway, surface parking or landscaping purposes. This Grant of Easement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars ($100.00).
IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement as of the 24th day of April, 2001.

WITNESSES:

Nancy G. Dyksterhouse
AnnMarie Cox

STATE OF MICHIGAN )
COUNTY OF KALAMAZOO )

On this 24th day of April, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the “Corporation”) who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Susan S. Kremer
Notary Public
Kalamazoo County, Michigan
My commission expires: 11-3-03

This Instrument Drafted By:
Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, Michigan 49007
EXHIBIT "A"

Property located in the City of Kalamazoo, Kalamazoo County, Michigan and described as follows:

A parcel of land situated in the Northwest quarter of Section 31, T.2S., R.11W., and the Northeast quarter of Section 36, T2S., R.12W., City of Kalamazoo, Kalamazoo County, Michigan, being more particularly described as follows: Commencing at the Northwest corner of Section 31, T.2S., R.11W.; thence S. 88 deg. 56 min. 19 sec. E. 5.00 feet along the North line of the Northwest quarter of said section to the Place of Beginning; thence S. 01 deg. 02 min. 18 sec. W. 454.05 feet parallel with the West line of said Northwest quarter; thence S. 02 deg. 16 min. 20 sec. W. 372.09 feet; thence S. 04 deg. 20 min. 45 sec. E. 133.20 feet to the Easterly right-of-way line of Highway US-131; thence S. 34 deg. 43 min. 50 sec. E. 39.54 feet along said right-of-way line; thence N. 04 deg. 20 min. 45 sec. W. 166.15 feet; thence N. 02 deg. 16 min. 20 sec. E. 371.14 feet; thence N. 01 deg. 02 min. 18 sec. E. 454.26 feet parallel with said West line to said North line; thence N. 88 deg. 56 min. 19 sec. W. 20.00 feet along said North line to the Place of Beginning.
EXHIBIT “A”

Property located in the City of Kalamazoo, County of Kalamazoo, Michigan and described as follows:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 31, Town 2 South, Range 11 West, City of Kalamazoo, Kalamazoo County, Michigan, commencing at the center 1/4 post of said section, thence running North along the East line of said Northwest 1/4 of said section N00°48'40"E 925.49 feet; thence N89°11'20"W 1,406.67 feet to the point of beginning of the land herein described: thence Northwesterly along a 452.69-foot radius curve to the right 45.00 feet whose chord bears N55°46'09"W 44.98 feet; thence S34°34'15"W 45.00 feet; thence Southeasterly 45.00 feet on a 497.69 foot radius curve to the left whose chord bears S55°46'09"E 44.98 feet; thence N34°13'51"E 45.00 feet to the point of beginning.

Containing 0.05 acres more or less.

Legal furnished by
FTCH
The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate
3020 Seibert Administration Building
Kalamazoo, Michigan 49008

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby
grants and conveys to Michigan Bell Telephone Company, a.k.a. Ameritech Michigan, a Michigan
Corporation, 444 Michigan Avenue, Detroit, Michigan, 48226, and its affiliates and licensees,
successors, and assigns, Grantees, an exclusive easement, in, under, over, upon, and across the
Easement Area, for the purposes of and in order to construct, reconstruct, modify, supplement,
maintain, operate, and/or remove facilities for the transmission of signals used in the provision of
communication, video and/or information services and/or any other services or uses for which such
facilities may be used including, but not limited to, equipment cabinets or enclosures and support
posts or pads, cables, wires, pedestals or other aboveground cable or wire enclosures, marker posts
and signs, conduit, ducts, and handholes, manholes, underground vaults, and other related or useful
equipment, fixtures, appurtenances and facilities, together with the right to have commercial
electrical service extended across the Easement Area to provide service to such facilities and the
right of ingress and egress across the Easement Area for the purpose of access to and use of the
easement granted herein.

The Easement Area is legally described on Exhibit “A” attached hereto:

This easement will allow for the placement of an equipment cabinet and an interface cabinet, and
a below ground handhole within the Easement Area. This easement will also allow for the right to
place an access drive in the future if needed within the Easement Area. This easement will also allow
Consumers Energy Company the right to place buried power service cable and an electric service
meter on a pedestal closure within the Easement Area.

Grantee shall restore all property disturbed by its activities in use of the easement to the condition
existing prior to the disturbance.

Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is
necessary to exercise the rights conveyed herein.

The Grantor agrees that, due to the exclusive nature of the grant herein conveyed, no other use of
the Easement Area shall be made by anyone, including Grantor, without the consent of the Grantee.
This Easement is binding upon and shall inure to the benefit of the successors, assigns, and licensees of the parties hereto.

This transfer is exempt from taxation pursuant to MCLA 207.505(a) and MCLA 207.526(a), the consideration being less than One Hundred Dollars ($100.00).

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this 24th day of April, 2001.

WITNESSES:

GRANTOR:

THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: __________________________
   Lowell P. Rinker
   Its: Assistant Treasurer

STATE OF MICHIGAN  

COUNTY OF KALAMAZOO  

On this 24th day of April, 2001, before me personally appeared Lowell P. Rinker, to me personally known, who being by me sworn, said that he is the Assistant Treasurer of The Board of Trustees of Western Michigan University, a Michigan constitutional body corporate (the “Corporation”) who executed this instrument; that this instrument was signed on behalf of the Corporation by authority of its Board of Trustees; and that this instrument is acknowledged as the free act and deed of the Corporation.

Drafted by and when recorded return to:

Michael L. Chojnowski, Esq.
Cooper, Martin, Chojnowski & Beck, P.C.
259 East Michigan Avenue, Suite 208
Kalamazoo, MI 49007
(616) 552-3400

402\wmu\br\ameritech easement
Asylum Lake

Documents

I. City of Kalamazoo Proposal for BTR

II. Board of Trustees Action to Accept Proposal

III. Letter from Elson Floyd to Mayor of Kalamazoo committing to Asylum Lake Preservation

IV. Letter to Kalamazoo Foundation referencing Endowment for Asylum Lake

V. Conservation Restriction Document

VI. Management Framework
The City of Kalamazoo, in cooperation with the Kalamazoo County Chamber of Commerce, the Business Development Bureau, the CEO Council, community and private foundations, business partners and community leaders, has submitted a proposal to meet the requirements of Western Michigan University’s Request for Proposal (RFP) dated November 13, 1998, to site a new College of Engineering and a Paper and Printing Science Research Facility. This is a summary of that proposal, which is available on the World Wide Web at: www.wmuandkalamazoo.com

The City of Kalamazoo proposes the creation of a 205-acre Southwest Campus south of Parkview Avenue at Drake Road adjacent to U.S. 131. The property, owned by Western Michigan University now, would include a 68-acre College of Engineering and an adjacent parcel of 137 acres to be rezoned for related private research development. The Paper and Printing Science Research Facility, or Pilot Plant, would ideally be located on the South Campus, alongside Stadium Drive, adjacent to WMU’s power plant.

Southwest Campus
The Southwest Campus concept provides an aesthetically pleasing setting for buildings along the curved western edge of the property, running northwest to southeast, and ample room for surface parking when it is needed. The City proposes a curved, 2,200-foot road that matches the contour of the property line, but recognizes that all proposed buildings, roads and improvements on the site are no more than suggested concepts attempting to demonstrate suitable uses of the property. Four buildings are offered conceptually on the Southwest Campus, facing U.S. 131 on the western edge of the property. The most visible building would be the 250,000-square-foot College of Engineering. Although shown separately, other buildings could be grouped, connected by walkways, tunnels or courtyards. The Paper and Printing Science Center at 100,000 square feet; the research facility for the College of Engineering at 150,000 square feet; and the services building

Private Research Development
The 137 acres to the east of the College of Engineering are proposed for private research development. No concept drawings are offered in this proposal for the private research development area, but the concepts will be defined by the long-standing interest of the University to build there, along with the covenants, restrictions and zoning that go with such an environmentally sensitive area in an urban municipal.

Pilot Plant
The City of Kalamazoo and its proposal partners submit the concept of developing the Paper and Printing Pilot Plant to the southeast of Stadium Drive on what is gaining prominence as the “South Campus.” The conceptual proposal includes a building to house the donated coating machine with “wrap-around” laboratory space and offices to accommodate students and faculty at the site. The building would sit on four acres to the south of the power plant, and a road to the site could be designed and constructed to extend from the existing road into the power plant. This would not require the tearing down of buildings on the property. Total square footage at this separate site would be in the neighborhood of 24,000.
Kalamazoo proposal offers more than $20 million in commitments

Foundations, hospitals and corporate community will back this proposal with $15.3 million in specific charitable financial support. Through existing support to Southwest Michigan First or from added contributions to the Engineering College project, the Kalamazoo Foundation, Monroe-Brown Foundation, other private foundations, Borgess, Bronson, National City Corporation, Pharmacia & Upjohn, Stryker Corporation and others are placing significant financial resources behind this project.

The City of Kalamazoo will:
- Contribute $3,120,000 to make this project successful.
- Provide financing for the Paper and Printing Research Facility, Paper Science classrooms, and associated infrastructure with Building Authority bonds.
- Provide infrastructure, including utilities, to the site and into the site for the College of Engineering.
- Provide infrastructure, including utilities, to the site and into the site for private research development.
- Work with WMU and private partners to attract and assist technology-based enterprises in their various stages of growth.
- Improve roads and work with WMU and public-private partners to alleviate transportation deficiencies and develop nonmotorized linkages between the Main, South and Southwest campuses.
- Develop new zoning categories that will protect the quality of life in adjacent neighborhoods while promoting the success of high-quality businesses that would naturally be attracted to the talents and resources of the College of Engineering.
- Work with WMU to provide stormwater management and containment that will enhance the Southwest Campus and adjoining properties and protect surface and groundwater resources.

Private sources and foundations will provide the $2.5 million local match to help obtain $37.5 million in state matching funds for the project. The remaining $2.8 million will result in a "zero-cost to WMU" offer that includes improvements on the sites. The private sources and the City of Kalamazoo will, as a part of this offer, create a $1.5 million endowment fund for the preservation and conservation of the Asylum Preserve for passive recreation uses, utilizing protective covenants on the property.

Consumers Energy Company commits to bearing the cost of building a new electric line and underground substation to serve the Southwest Campus with its own circuit. Consumers will bill for electricity on the site at its lowest "transmission" rate.

<table>
<thead>
<tr>
<th>Uses and Sources of Funds</th>
<th>Amount</th>
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<tr>
<td>College of Engineering</td>
<td>$50,000,000</td>
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<td>State of Michigan with bond</td>
<td>$37,500,000</td>
</tr>
<tr>
<td>Local Match: private, sources</td>
<td>$12,500,000</td>
</tr>
<tr>
<td>PPS Pilot Plant/Classrooms</td>
<td>$12,000,000</td>
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<tr>
<td>State of Michigan with bond</td>
<td>$12,000,000</td>
</tr>
<tr>
<td>Local Match: private sources</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>
From A (*accessibility*) to Z (*zoning*), the proposal responds to the unique and critical expectations of WMU

**New Approach:**
The cooperative public-private effort that makes this proposal possible is the result of new initiatives in economic development combined with a new willingness by the City of Kalamazoo to strengthen its partnership with WMU.

**Financial Support:**
Leaders in the business and foundation communities have rallied their forces to raise more than $15 million, including the $12.5 million match. The City of Kalamazoo is making a $3.12 million commitment to boost the likely success of the project. Consumers Energy Co. has put together an attractive package for the site. This plan also leverages $2 million in federal funds for road improvements.

**Timing Commitment:**
The City of Kalamazoo is working toward a Feb. 22 approval date for both a new zoning ordinance and rezoning of the property for the private research development.

**Proximity to Students:**
Supported by their student newspaper and student government leaders, the people most affected by the decision will be the greatest beneficiaries of a decision to partner with Kalamazoo. Faculty and staff will also benefit by keeping the core programs together.

**Pilot Plant Accessibility:**
The Paper Technology Foundation, which provided the paper coating machine, suggests that a 20-minute walk (or less) from the Main Campus is ideal for students.

**Linkages to Southwest Campus:**
Kalamazoo is committed to working with Western Michigan University to provide motorized, nonmotorized and pedestrian linkages from the Main Campus to Southwest Campus that minimize hassle and congestion.

**Room To Grow:**
The 205-acre Southwest Campus allows plenty of room for Western Michigan University's College of Engineering, and space to take advantage of spin-off business research activities as they can be attracted.

**Sensitivity to Neighbors:**
The site allows for the preservation of a 60-acre natural, undeveloped area to serve as a strong buffer for neighbors, plus a watershed management plan that protects the site and surrounding properties.

**Visibility:**
The Southwest Campus has nearly one mile of frontage on U.S. 131, just a mile north of I-94. This highly visible site will provide a striking image, allowing WMU to showcase its College of Engineering and the adjacent research development.
Proposal goes beyond earlier plans to protect Asylum, buffer properties

The campus site will be buffered on the east and south from Parkview Hills by 60 acres of natural undeveloped open space. The City will work with WMU to create a concept that maximizes the lay of the land and results in a buffer that is attractive both for businesses and neighbors.

In addition, the City of Kalamazoo will join with private sources to invest in an endowment fund to permanently protect the Asylum Lake property, including efforts to reduce and reverse environmental degradation and the development of passive recreational opportunities such as walking, running, bird watching and cross-country skiing. Protective covenants will be created to assure future uses that are consistent with community values. This proposal goes beyond earlier concepts to address community concerns about the Asylum property by providing financial incentives to make the preservation possible. A public right of way of no more than 200 feet from Parkview Avenue and/or Drake Road will be reserved for road improvements.

Transportation and Linkages
The City of Kalamazoo is making broad-based recommendations and specific proposals to provide linkages and transportation connections that will benefit students, faculty, staff, customers, visitors, community members and neighbors affected by the development of a Southwest Campus.

The specific proposals are these:

The City of Kalamazoo will secure funding from a combination of grant and matching local sources for capital improvements needed to address current and future traffic density issues around the Southwest Campus and the west side of Kalamazoo. In addition, the City anticipates spending more than $1 million for traffic and sidewalk-related improvements around the Main Campus area over the next five years. Specific to this proposal is a $1 million commitment by the City for off-site road improvements in the area of the Southwest Campus, including Drake and Parkview; generating a $2 million federal match in the year 2000, for a total of $3 million.
Julia Smith, Assistant Professor, Department of Educational Leadership, effective January 4, 1999.

Retirements with Emeriti Status

Mary Ann Bush, Department of Occupational Therapy, Professor Emerita of Occupational Therapy, effective April 30, 1999.

Edgar Inselberg, Department of Biological Sciences, Associate Professor Emeritus of Biological Sciences, effective April 30, 1999.

Lewis Walker, Department of Sociology, Chair and Professor Emeritus of Sociology, effective June 30, 1999.

Recommendation re College of Engineering and Applied Sciences Facilities in Kalamazoo and Battle Creek. As recommended by President Floyd, the Board of Trustees, on a motion by Trustee St. John, supported by Trustee Carmody, approved all segments of the president's recommendations, including –

1. In Kalamazoo, location of facilities on the University's Lee Baker Farm property to include a new College of Engineering and Applied Sciences, a new paper and printing science teaching and research facility, and a research park. (The proposal was subject to appropriate rezoning and an acceptable definition of Asylum Lake boundaries and governing control.)

2. In Battle Creek, construction of a manufacturing research center and laboratory; a name change for the School of Aviation Sciences to the College of Aviation; and the implementation of a bachelor's degree program in manufacturing engineering.

Chair Krause noted that President Floyd's recommendations had the unanimous approval of the Board, stating that the Trustees not able to be present had asked that their support be indicated. President Floyd expressed thanks to both Kalamazoo and Battle Creek and stated that the Board's approval of the recommendations recognized the importance of both communities.

Budget and Finance Committee Recommendations

Grant Report. Following a motion by Trustee Chormann, supported by Trustee St. John, the gift report for December 1998 was approved.

Personnel Report. The personnel report was approved on a motion by Trustee Chormann, supported by Trustee Waddles.
February 5, 1999

The Honorable Robert Jones
Mayor
City of Kalamazoo
241 W. South Street
Kalamazoo, MI 49007

Dear Mayor Jones:

Prior to my arrival at the University, it became abundantly clear to me that our community was in need of a comprehensive master plan for the Asylum Lake property. Thus, I announced that Western Michigan University would develop such a plan with community participation and involvement.

In support of the newly formed partnership between Western Michigan University, the City of Kalamazoo, and the community, I am writing to inform you that the University with the assistance of community leaders will develop a master plan focusing on passive recreational uses for the Asylum Lake property. This approach is in consonance with the proposal we received from Kalamazoo.

The Kalamazoo Foundation has given me assurances that it will hold, manage, and administer an initial $1.5 million perpetual endowment fund to support the passive use of the Asylum Lake property. This fund is designed to permanently protect the Asylum Lake property, and the proceeds from this endowment will be used in developing this passive recreational space. I envision that this property, located in the center of our City, will provide opportunities such as walking, running, bird watching, and cross country skiing.

I will ask Bob Beam, Vice President for Business and Finance, to lead a team of individuals, including community leaders, in this endeavor. I appreciate the support of Dr. Jack Hopkins and the Kalamazoo Foundation in providing the endowment.
Additionally, Western Michigan University will preserve the Lee Baker Farm house at its present location.

Thank you for the leadership you have provided.

Sincerely,

[Signature]

Elson S. Floyd

ESF:lj
c Robert Beam
Jack Hopkins
Western Michigan University
and
City of Kalamazoo

October 27, 1999

Dr. John E. Hopkins
Kalamazoo Foundation
151 S. Rose Street, Suite 332
Kalamazoo, Michigan 49007

RE: A Designated Endowment Fund

Dear Dr. Hopkins:

The Western Michigan University Board of Trustees and the Kalamazoo City Commission hereby wish to establish an endowed fund within the Kalamazoo Foundation to be designated as the Asylum Lake Preservation Fund. This fund is being established with $1,300,000 from the Kalamazoo Foundation’s $3,300,000 grant to Western Michigan University via the community fund-raising effort, and $200,000 from the City of Kalamazoo, each as identified in the Kalamazoo proposal to Western Michigan University dated November 30, 1998.

The Asylum Lake Preservation Fund will act as a depository for irrevocable gifts, conveyances and other transfers intended to assist Western Michigan University and the City of Kalamazoo in permanently protecting the Asylum Lake property for passive public recreational use.

It is understood that any distribution made from this fund can only be made with the approval and authorization of the Kalamazoo Foundation Board of Trustees. However, it is intended that in establishing this fund that distributions of income, subject to an appropriate spending rule, would be made available in order to permit Western Michigan University to accomplish its Asylum Lake Property goals and purposes. Such distributions may be suggested by the University’s Vice-President of Finance or designee and would include costs for development, and costs of operation and maintenance of the property for such passive uses as walking, running, bird watching, cross country skiing, and others.
In the event the purposes for which this fund was created cease to exist, we understand that it would become an endowed field-of-interest fund of the Kalamazoo Foundation to support open space preservation. The board of trustees of the Kalamazoo Foundation would be authorized to distribute such amounts of income, subject to an appropriate spending rule, for similar purposes as the Board shall deem appropriate.

Thank you for your assistance and significant support in the establishment of the Asylum Lake Preservation Fund, and your support of the City of Kalamazoo and Western Michigan University in their joint endeavor to protect this very special University property.

Very truly yours,

Dr. Elson Floyd, President
Western Michigan University

Pat DiGiovanni, City Manager
City of Kalamazoo
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES  
REGULAR MEETING  
FRIDAY, JULY 6, 2001  
CONNABLE BOARD ROOM, BERNHARD CENTER  
12:15 p.m.  

AGENDA  

I. PROCEDURAL ITEMS  
1. Remarks by the Chair St. John  
2. Remarks by the President Floyd  
3. Acceptance of the Agenda St. John  
4. Approval of the Minutes of the May 30, 2001 Regular Meeting St. John  

II. ACTION ITEMS  
5. Academic and Student Affairs Committee Recommendations Klohs  
   a. Grant Report ASA-2  
   b. Personnel Report ASA-3  
   c. Amendments - Faculty Senate Constitution ASA-4  
6. Budget and Finance Committee Recommendations Haworth  
   b. Personnel Report BF-3  
   *c. Vehicle Registration Rates BF-4  
   *d. Continuing Education Tuition Rates BF-5  
   *e. Student Room and Board and Apartment Rental Rates BF-6  
   *f. Fall Semester 2001 Tuition Rates BF-7  
   g. Revised 2000/01 General Fund Operating Budget BF-8  
   h. General Fund Operating Budget 2001/02 BF-9  
   i. Residency Policy Revisions BF-10  
   j. Communications Tower Lease BF-11  
   k. Howard Street Plaza Lease BF-12  
   l. Subway Real Estate Corporation Lease BF-13  

* tabled 5/30
m. Kalamazoo County Health Plan

ROLL CALL
n. Calhoun Area Millenium Partnership, L.L.C.

III. INFORMATIONAL ITEMS
7. Remarks by the Provost
8. Public Comments
REMARKS BY THE PRESIDENT
ACCEPTANCE OF THE AGENDA
APPROVAL OF THE MINUTES OF THE MAY 30, 2001 REGULAR MEETING
GRANT REPORT

It is recommended that the grant report for May 2001 be approved.

(Tab ASA-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab ASA-3)
AMENDMENTS - FACULTY SENATE CONSTITUTION

It is recommended that the proposed amendments to the Faculty Senate Constitution be approved.

(Tab ASA-4)
GIFT REPORT

It is recommended that the gift report for May 2001 be approved.

(Tab BF-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab BF-3)
VEHICLE REGISTRATION RATES (Tabled 5/30) - ROLL CALL

It is recommended that the proposed vehicle registration rates be approved, effective fall semester 2001.

(Tab BF-4)
CONTINUING EDUCATION TUITION RATES (Tabled 5/30) - ROLL CALL

It is recommended that the proposed increase in continuing education tuition rates be approved, effective fall semester 2001.

(Tab BF-5)
STUDENT ROOM AND BOARD AND APARTMENT RENTAL RATES FOR 2001/02 (Tabled 5/30) - ROLL CALL

It is recommended that the proposed increase in student room and board and apartment rental rates be approved, effective fall semester 2001.

(Tab BF-6)
FALL SEMESTER 2001 TUITION RATES

Information to be provided at meeting.
REVISED 2000/01 GENERAL FUND OPERATING BUDGET - ROLL CALL

It is recommended that the revised 2000/01 general fund operating budget be approved.

(Tab BF-8)
Western Michigan University
Board of Trustees Meeting

GENERAL FUND OPERATING BUDGET 2001/02

Information to be provided at meeting.
RESIDENCY POLICY REVISIONS

It is recommended that the current residency policy be rescinded and the proposed policy be approved, effective fall semester 2001.

(Tab BF-10)
COMMUNICATIONS TOWER LEASE - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to execute the necessary documents to lease the described location to Cricket Communication for a period of up to twenty years, at a rate comparable to the other five tower tenants.

(Tab BF-11)
HOWARD STREET PLAZA LEASE - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to execute the necessary documents to lease the described location (916 Buckhout) for a period of two years at the monthly rate of $750.00.

(Tab BF-12)
SUBWAY REAL ESTATE CORPORATION LEASE - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to execute the necessary documents to lease the described location (lower level, Bernhard Center) to Subway Real Estate Corporation for a period of up to ten years (detailed physical location and terms as described in lease).

(Tab BF-13)
It is recommended that the President be authorized to execute the necessary
documents and to appoint a University representative to facilitate becoming
a member of the 501(c)4 corporation, Kalamazoo County Health Plan Corporation,
to serve the needs of the uninsured in Kalamazoo County.

(Tab BF-14)
CALHOUN AREA MILLENNIUM PARTNERSHIP, L.L.C. (CAMP) - ROLL CALL

It is recommended that the University's membership in the Calhoun Area Millennium Partnership, L.L.C. be approved, and further, that the administration be authorized to execute the necessary documents and action required to effect this partnership and participation in CAMP.

(BF-15)
REMARKS BY THE PROVOST
PUBLIC COMMENTS
I. ACTION ITEMS

1. Approval of the Minutes of the May 30, 2001 Committee Meeting
   Klohs

2. Grant Report
   Thompson

3. Personnel Report
   Dobney

4. Amendments - Faculty Senate Constitution
   Floyd
APPROVAL OF THE MINUTES OF THE MAY 30, 2001 COMMITTEE MEETING
Grant Report

Background

The grant report for the month of May 2001 indicates a total of $3,630,729.44 in externally funded awards. The year-to-date total is $25,098,540.82.

May 2001

Awards by Category

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<th>Category</th>
<th>Amount</th>
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<tbody>
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<td>Instruction</td>
<td>258,113.00</td>
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<tr>
<td>Research</td>
<td>2,756,776.01</td>
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<tr>
<td>Public Service</td>
<td>539,011.43</td>
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<tr>
<td>Academic Support</td>
<td>59,329.00</td>
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<td>Student Services</td>
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<tr>
<td>Institutional Support</td>
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<tr>
<td>Operations and Maintenance of Plant</td>
<td>0.00</td>
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<tr>
<td>Scholarships and Fellowships</td>
<td>17,500.00</td>
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</table>

Total for May 2001: $3,630,729.44

Notable awards for this period were from the National Science Foundation, U.S. Department of Health and Human Services, U.S. Department of Energy, Michigan Department of Corrections, Michigan Department of Education, Kalamazoo Community Mental Health Services, and Pharmacia and Upjohn Company.

Recommended Motion

It is recommended that the grant report for May 2001 be approved.
### Instruction

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<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>To support professional development programs for the teaching and learning of mathematics in middle schools (Renewal)</td>
<td>Michigan Department of Education</td>
<td>Dr. Robert Laing, Dr. Ruth Ann Meyer</td>
<td>$201,666.00</td>
<td>5/16/2001</td>
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<tr>
<td>To provide an interdisciplinary approach to a research experience for nine undergraduate students to encourage them to pursue careers in scientific research (Continuation)</td>
<td>National Science Foundation</td>
<td>Dr. Susan Stapleton, Dr. Stephen Malcolm</td>
<td>$50,888.00</td>
<td>5/14/2001</td>
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<tr>
<td>To provide interdisciplinary training to students, service to rural communities, and assess the need for a graduate certification program (Supplemental)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Ms. Kathi Fuller</td>
<td>$5,559.00</td>
<td>5/30/2001</td>
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**TOTAL INSTRUCTION**

$258,113.00

### Research

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<tr>
<td>To address the need for improved achievement in mathematics by Michigan students by building on the mathematics content and pedagogical background of participating teachers (Continuation)</td>
<td>National Science Foundation</td>
<td>Dr. Robert Laing, Dr. Ruth Ann Meyer</td>
<td>$1,053,254.00</td>
<td>5/31/2001</td>
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<tr>
<td>To support research and technology development in partnership with three other universities and a state school for the blind that will aid blind and low vision pedestrians in negotiating complex intersections (Continuation)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Richard Long</td>
<td>$774,012.00</td>
<td>5/31/2001</td>
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<td>Collaborative project to study a naturally replicated, whole-ecosystem perturbation brought about by disease-induced reductions in populations of a dominant herbivore in coldwater streams in Michigan and Maine (New)</td>
<td>National Science Foundation</td>
<td>Dr. Steven Kohler</td>
<td>$149,996.00</td>
<td>5/16/2001</td>
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<tr>
<td>To obtain fundamental information on metal ion selectivity's through an examination of separation and interfacial properties of the various organized microstructures (Continuation)</td>
<td>U.S. Department of Energy</td>
<td>Dr. Subra Muralidharan</td>
<td>$120,000.00</td>
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<tr>
<td><strong>Research</strong></td>
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<tr>
<td>To conduct a survey assessment of the prevalence of student drug and alcohol use to enable school districts to obtain an accurate estimate of the nature and seriousness of use for 2000-2001 (Supplemental)</td>
<td>Various School Districts</td>
<td>Dr. Thomas VanValey Sociology</td>
<td>$114,376.50</td>
<td>5/17/2001</td>
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<tr>
<td>To conduct electron microscopy examination of tissue samples (Continuation)</td>
<td>Pharmacia and Upjohn Company</td>
<td>Dr. Leonard Beuving Biological Sciences</td>
<td>$111,436.96</td>
<td>5/14/2001</td>
</tr>
<tr>
<td>To provide technical assistance to the Achievement Group to meet the unique needs of intensive and focused schools to increase student achievement as each school moves toward academic excellence (Group: Genesee ISD, Oakland Schools, St. Clair ISD, Ingham ISD and Wayne County RESA) (New)</td>
<td>Wayne County Regional Educational Services Agency</td>
<td>Dr. Pamela Zeller The Evaluation Center</td>
<td>$65,119.00</td>
<td>5/31/2001</td>
</tr>
<tr>
<td>To create a website that will serve a national, online support center utilizing computer-based training and web-based courseware (Supplemental)</td>
<td>IBM</td>
<td>Dr. Robert Leneway Dean's Office, College of Education</td>
<td>$50,027.00</td>
<td>5/15/2001</td>
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<tr>
<td>To research the selective and efficient separation of enantiomers employing chiral den dirmers in the stationary organic phase by centrifugal partition chromatography (Continuation)</td>
<td>PG Research Foundation, Inc.</td>
<td>Dr. Subra Muralidharan Chemistry</td>
<td>$50,000.00</td>
<td>5/14/2001</td>
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<tr>
<td>To study the conversational trade-offs of people with severe speech impairments who use text-based augmentative and alternative communication systems (Supplemental)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Jan Bedrosian Speech Pathology and Audiology</td>
<td>$46,053.00</td>
<td>5/17/2001</td>
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<td>To examine the functional basis of possible molecular substrates for neuronal outgrowth (Renewal)</td>
<td>Iowa State University</td>
<td>Dr. John Jellies Biological Sciences</td>
<td>$31,000.00</td>
<td>5/31/2001</td>
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<td>To design, develop, and guide the conduct of an evaluation of the railroad safety pilot program entitled Behavior Based Safety Pilot (BBSP) (New)</td>
<td>U.S. Department of Transportation</td>
<td>Dr. Gary Miron The Evaluation Center</td>
<td>$24,999.99</td>
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<td>Various School Districts</td>
<td>Dr. Thomas VanValey Sociology</td>
<td>$24,133.50</td>
<td>5/17/2001</td>
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<td>To determine the efficacy of Kalsec natural products as antimicrobial agents in meats (Supplemental)</td>
<td>Kalsec, Inc.</td>
<td>Dr. Robert Eisenberg Dr. Silvia Rossbach Biological Sciences</td>
<td>$23,278.00</td>
<td>5/31/2001</td>
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<td>To evaluate a project on innovations in health professions through baseline measurements, a survey of healthcare professionals, and committee reports (New)</td>
<td>Michigan State University/Kalamazoo Center for Medical Studies</td>
<td>Dr. David Hartmann Sociology</td>
<td>$22,220.00</td>
<td>5/17/2001</td>
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<td>To support a graduate student in a collaborative research project using inelastic x-ray scattering (New)</td>
<td>U.S. Department of Energy</td>
<td>Dr. Clement Burns Mr. Ayman Said Physics</td>
<td>$22,000.00</td>
<td>5/17/2001</td>
</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of printing, papermaking, and inks in association with industry (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science and Engineering</td>
<td>$17,908.47</td>
<td>5/30/2001</td>
</tr>
<tr>
<td>To conduct electron microscopy examination of tissue samples (Supplemental)</td>
<td>Pharmacia and Upjohn Company</td>
<td>Dr. Leonard Beuving Biological Sciences</td>
<td>$16,836.00</td>
<td>5/31/2001</td>
</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of paper science engineering in association with industry (Supplemental)</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science and Engineering</td>
<td>$14,615.99</td>
<td>5/30/2001</td>
</tr>
<tr>
<td>To conduct electron microscopy examination of tissue samples (Supplemental)</td>
<td>Pharmacia and Upjohn Company</td>
<td>Dr. Leonard Beuving Biological Sciences</td>
<td>$14,344.00</td>
<td>5/31/2001</td>
</tr>
<tr>
<td>To improve efficiency of the production processes at Hotset (Supplemental)</td>
<td>HOTSET Corporation</td>
<td>Dr. Damodar Golhar Management</td>
<td>$7,500.00</td>
<td>5/14/2001</td>
</tr>
</tbody>
</table>
## Western Michigan University
### Grants Awarded
#### May 2001

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
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<tbody>
<tr>
<td><strong>Research</strong></td>
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<tr>
<td>To provide analysis of different seal components to determine the causes of seal squealing; this is phase one of a multi-phase project (Supplemental)</td>
<td>Flowserve Corporation</td>
<td>Dr. Koorosh Naghshineh</td>
<td>Mechanical and Aeronautical Engineering</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>To provide analysis of different components of a proposed vibratory de-burring machine (Supplemental)</td>
<td>Hammond Machinery/Roto Finish Company, Inc.</td>
<td>Dr. Koorosh Naghshineh</td>
<td>Mechanical and Aeronautical Engineering</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>To examine the modulation of the L-type calcium channel in catfish cone horizontal cells by second messenger systems in an effort to better understand the role that calcium plays in information processing through the retina (Supplemental)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Cindy Linn</td>
<td>Biological Sciences</td>
<td>$465.60</td>
</tr>
</tbody>
</table>

**TOTAL RESEARCH** $2,756,776.01

| **Public Service** | | | |
| To provide daily living, communication, behavior control, and social skill services to developmentally disabled adults (Supplemental) | Kalamazoo Community Mental Health Services | Ms. Carol Sundberg | Center for Disability Services | $140,108.43 | 5/30/2001 |
| To provide inpatient residential treatment services for Kalamazoo Regional Center (New) | Michigan Department of Corrections | Dr. C. Dennis Simpson | School of Community Health Services | $140,000.00 | 5/29/2001 |
| To provide outpatient therapy service programs through the Kalamazoo Regional Center (New) | Michigan Department of Corrections | Dr. C. Dennis Simpson | School of Community Health Services | $90,000.00 | 5/29/2001 |
| To provide drug testing services through the Kalamazoo Regional Center (New) | Michigan Department of Corrections | Dr. C. Dennis Simpson | School of Community Health Services | $63,600.00 | 5/29/2001 |
| To provide substance abuse treatment services for prisoners, parolees, and probationers at selected correctional facilities (Supplemental) | Michigan Department of Corrections | Dr. C. Dennis Simpson | School of Community Health Services | $47,500.00 | 5/8/2001 |
## Public Service

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>To support the transfer of petroleum technology to domestic oil and gas</td>
<td>Petroleum Technology Transfer Council</td>
<td>Dr. William Harrison, III</td>
<td>$25,000.00</td>
<td>5/14/2001</td>
</tr>
<tr>
<td>producers (Continuation)</td>
<td>Geosciences</td>
<td></td>
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</tr>
<tr>
<td>To collaborate with WMU on Operation Physical Science 2001 which is a</td>
<td>Battle Creek Public Schools</td>
<td>Dr. Robert Poel</td>
<td>$25,000.00</td>
<td>5/10/2001</td>
</tr>
<tr>
<td>subcontract to WMU from Louisiana State University. BCPS’s supplemental</td>
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<tr>
<td>funds will help WMU plan, conduct and collect evaluation data from a 100+</td>
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<tr>
<td>contact-hour workshop at Battle Creek Math and Science Center (New)</td>
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<tr>
<td>To provide scoring services for authorized users of the National Associaton</td>
<td>National Association of Secondary School Principals</td>
<td>Dr. Arlen Gullickson</td>
<td>$3,810.00</td>
<td>5/25/2001</td>
</tr>
<tr>
<td>of Secondary School Principals school climate survey and satisfaction survey (Supplemental)</td>
<td>The Evaluation Center</td>
<td></td>
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<tr>
<td>To provide supervisory aftercare services for drug- and alcohol-dependent</td>
<td>U.S. District Court</td>
<td>Mr. James Kendrick</td>
<td>$2,343.00</td>
<td>5/8/2001</td>
</tr>
<tr>
<td>federal offenders (Supplemental)</td>
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<tr>
<td>To support managing the WMU office of the Michigan Space Grant</td>
<td>Michigan Space Grant Consortium</td>
<td>Dr. Frank Severance</td>
<td>$1,650.00</td>
<td>5/17/2001</td>
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<tr>
<td>Consortium (Supplemental)</td>
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**TOTAL PUBLIC SERVICE**

$539,011.43

## Academic Support

<table>
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<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>To provide funding to support the College of Aviation in setting</td>
<td>W.K. Kellogg Foundation</td>
<td>Dr. Richard Wright</td>
<td>$59,329.00</td>
<td>5/31/2001</td>
</tr>
<tr>
<td>strategic direction through professional expertise from the aviation</td>
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<tr>
<td>industry and to enhance the aviation educational program through the</td>
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<tr>
<td>utilization of industry active professionals to enhance and supplement</td>
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<tr>
<td>College staff (New)</td>
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</tbody>
</table>

**TOTAL ACADEMIC SUPPORT**

$59,329.00
Western Michigan University  
Grants Awarded  
May 2001

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
</table>
| Scholarships and Fellowships | Michigan Space Grant Consortium | Dr. Frank Severance  
Electrical and Computer Engineering | $5,000.00 | 5/31/2001 |
| To support Undergraduate and  
Graduate Fellowship Programs; this  
supports Franklyn Legall,  
Geosciences, with his project,  
Intrinsic Bioremediation of an Aged  – LNA/LL Plume: A Carbon Isotope and  
Hydrogeochemical Study (New) | | Dr. Estella Atekwana  
Geosciences | |
| To support Undergraduate and  
Graduate Fellowship Programs; this  
supports Andrew Kozlowski,  
Geosciences, with his project,  
Origin of the Kalamazoo River Valley  
and Relationships to Dynamics of the  
lake Michigan and Saginaw Lobes of  
the Laurentide Ice Sheet (New) | Michigan Space Grant Consortium | Dr. Frank Severance  
Electrical and Computer Engineering | $5,000.00 | 5/31/2001 |
| | | Dr. Alan Kehew  
Geography | |
| To support Undergraduate and  
Graduate Fellowship Programs; this  
supports Micah Lillrose, Electrical  
and Computer Engineering, with his  
project, Development of a Testing  
System for the Evaluation of an  
Electronic Chaotic Associative  
Memory (New) | Michigan Space Grant Consortium | Dr. Frank Severance  
Dr. Damon Miller  
Electrical and Computer Engineering | $2,500.00 | 5/31/2001 |
| | | | |
| To support Undergraduate and  
Graduate Fellowship Programs; this  
supports Sarah Morden, Electrical  
and Computer Engineering, with her  
project, Analysis of the Performance  
of an Electronic Chaotic Associative  
Memory (New) | Michigan Space Grant Consortium | Dr. Frank Severance  
Dr. Damon Miller  
Electrical and Computer Engineering | $2,500.00 | 5/31/2001 |
| | | | |
| To support Undergraduate and  
Graduate Programs; this supports  
Cazzie Williams, Electrical and  
Computer Engineering, with his  
project, Radio Frequency Design to  
Support Software Radio Technology  
for Wireless Communication (New) | Michigan Space Grant Consortium | Dr. Frank Severance  
Dr. Bradley Bazuin  
Electrical and Computer Engineering | $2,500.00 | 5/31/2001 |

TOTAL SCHOLARSHIPS AND FELLOWSHIPS $17,500.00

TOTAL GRANTS AWARDED $3,630,729.44
PERSONNEL REPORT

Administrative Appointments
Alexander Enyedi, Interim Chair, Department of Biological Sciences, effective July 1, 2001 through June 30, 2002.

James Leja, Associate Dean, College of Health and Human Services, effective July 1, 2001.

Paul Ponchillia, Professor and Chair, Department of Blind Rehabilitation, effective July 1, 2001.

Benjamin Wilson, Professor and Director, Africana Studies Program, effective July 1, 2001 through June 30, 2004.

Appointments - With Tenure
Amos Beyan, Associate Professor, Africana Studies Programs and Department of History, effective August 6, 2001.

Appointments - Tenure Track
Amos Aduroja, Assistant Professor, Department of Health, Physical Education and Recreation, effective August 6, 2001.

Julie Aldrich, Assistant Professor, Department of Chemistry, effective August 6, 2001.

Marc Alspector-Kelly, Assistant Professor, Department of Philosophy, effective August 6, 2001.

Julie Apker, Assistant Professor, Department of Communication, effective August 6, 2001.

James Biles, Instructor, Department of Geography, effective August 6, 2001.

Evelyn Clingerman, Assistant Professor, WMU Bronson School of Nursing, effective August 6, 2001.

Lisa DeChano, Assistant Professor, Department of Geography, effective August 6, 2001.

Scott Gaynor, Assistant Professor, Department of Psychology, effective August 6, 2001.
**Appointments – Tenure Track (Continued)**

Geraldine Gorman, Assistant Professor, WMU Bronson School of Nursing, effective August 6, 2001.

Esther Gray, Assistant Professor, WMU Bronson School of Nursing, effective August 6, 2001.

Andrew Kline, Assistant Professor, Department of Paper and Printing Science and Engineering, effective August 6, 2001.

Robin McKinney, Assistant Professor, School of Social Work, effective August 6, 2001.

William Miller, Assistant Professor, School of Music, effective August 6, 2001.

Andreas Philaretou, Instructor, Department of Family and Consumer Sciences, effective December 10, 2001.

Bernard Proeschl, Assistant Professor, Department of Family and Consumer Sciences, effective August 6, 2001.

Carl Ratner, Assistant Professor, School of Music, effective August 6, 2001.

Donna Ritenour, Instructor, Department of Health, Physical Education and Recreation, effective August 6, 2001.

Eric Sauer, Assistant Professor, Department of Counselor Education and Counseling Psychology, effective July 23, 2001.

Mary Schutten, Associate Professor, Department of Health, Physical Education and Recreation, effective August 6, 2001.

David Schuster, Associate Professor, Department of Physics, effective December 10, 2001.

Mary Ann Stark, Assistant Professor, WMU Bronson School of Nursing, effective August 6, 2001.

**Reappointments - Term**

Donna Hetzel, Instructor, Department of Accountancy, effective August 6, 2001 through August 4, 2002.

Karen Hileski, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Melissa Howse, Instructor, Department of Biological Sciences, effective August 6, 2001 through August 4, 2002.
Reappointments – Term (Continued)
Susan Hubert, Assistant Professor, Department of English, effective August 6, 2001 through August 4, 2002.

Patrick Ryan, Instructor, Department of Health, Physical Education and Recreation, effective August 6, 2001 through August 4, 2002.

Joseph Wingard, Assistant Professor, Department of Art, effective August 6, 2001 through August 4, 2002.

Appointments – Term
Heidi Douglas-Vogley, Assistant Professor, Department of Speech Pathology and Audiology, effective August 6, 2001 through August 4, 2002.

Allen Landers, Assistant Professor, Department of Physics, effective August 6, 2001 through August 4, 2002.

Robert McKee, Instructor, Department of Political Science, effective August 6, 2001 through August 4, 2002.

Michelle Miller-Adams, Assistant Professor, Department of Political Science, effective August 6, 2001 through August 4, 2002.

Mustafa Mirzeler, Assistant Professor, Department of Anthropology, effective August 6, 2001 through August 4, 2002.

Kathryn Shafer, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Appointments - Academic Career Specialist
Thomas Armstrong, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Duncan Amesbury, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Michael Beeston, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.


Margaret Dupuis, Assistant Academic Career Specialist, Department of English, effective July 1, 2001.
Appointments - Academic Career Specialist (Continued)

Peter Garside, Academic Career Specialist, College of Aviation, effective January 1, 2001 through June 30, 2002.

Stephen Hasenick, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Tony Jenner, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Glen Langworthy, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Billy McCormick, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Thomas McLaughlin, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Carl Muehlenbeck, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Dominic Nicolai, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

William Pease, Assistant Academic Career Specialist, School of Music, effective July 1, 2000.


Thomas Speerstra, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Patrick Taylor, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Gregory Thompson, Academic Career Specialist, College of Aviation, effective July 1, 2001 through June 30, 2002.

Reappointments - Adjunct
Wilbur Courter, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

John Creviere, Adjunct Associate Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Vicky Davis, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Thomas Edmonds, Adjunct Professor, Department of Finance and Commercial Law, effective August 1, 2001 through July 31, 2004.

Grace Emley, Adjunct Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Paul Ginter, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Susan Jones, Adjunct Assistant Professor, Department of Occupational Therapy, effective August 1, 2001 through July 31, 2004.

Thomas Kasdorf, Adjunct Associate Professor, School of Music, effective August 1, 2001 through July 31, 2004.

Nancy Laugeman, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Tom Lowry, Adjunct Assistant Professor, Department of Theatre, effective August 1, 2001 through July 31, 2004.

Anta Lutz, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Blair Miller, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Julie Miller, Adjunct Professor, Department of Finance and Commercial Law, effective August 1, 2001 through July 31, 2004.

Jane Nelson-Holmes, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Eve Reid, Adjunct Assistant Professor, Department of Art, effective August 1, 2001 through July 31, 2004.
Reappointments – Adjunct (Continued)
James Ryan, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Jeffery Thompson, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Appointments - Adjunct
Kathryn Caskey, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Nancy Douglas, Adjunct Assistant Professor, Department of Art, effective August 1, 2001 through July 31, 2004.

Ying Gee, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Frank Jeremy, Adjunct Associate Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Barbara Toshalis, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Laurie Young, Adjunct Assistant Professor, School of Community Health Services, effective August 1, 2001 through July 31, 2004.

Resignations
Robert Hafner, Associate Professor, Department of Science Studies, effective August 5, 2001.

John Monaghan, Associate Professor, Department of History, effective August 5, 2001.

Theresa O’Halloran, Assistant Professor, Department of Counselor Education and Counseling Psychology, effective August 10, 2001.

Camille Vande Berg, Associate Professor, Department of Foreign Languages and Literatures, effective August 5, 2001.

Retirement with Emeriti Status
Jeffrey Gardiner, Associate Professor, Department of Foreign Languages and Literature, Associate Professor Emeritus of Foreign Languages and Literatures, effective January 2, 2002.
Tenure

It is recommended that tenure be approved for the following faculty members, effective with the beginning of the 2001/2002 academic/fiscal year:

Osama Abudayyeh, Department of Construction Engineering, Materials Engineering and Industrial Design.

Mary Anderson, Department of Counselor Education and Counseling Psychology.

Brooks Applegate, Department of Educational Studies.

Peter Blickle, Department of Foreign Languages and Literatures.

Barbara Brotherton, Department of Art.

Michael Chiarappa, Department of History.

John Clark, Department of Political Science.

Kevin Corder, Department of Political Science.

Charles Crawford, Department of Sociology.

Cat Crotchett, Department of Art.

Edward Daly III, Department of Psychology.

Kristal Ehrhardt, Department of Psychology.

Leigh Ford, Department of Communication.

Thomas Ford, Department of Sociology.

Tycho Fredericks, Department of Industrial and Manufacturing Engineering.

Arthur Garmon, Department of Teaching, Learning and Leadership.

Randle Gedeon, University Libraries.

Miranda Haddock, University Libraries.

Emily Hauptmann, Department of Political Science.

Joseph Kayany, Department of Communication.

Paula Kohler, Department of Educational Studies.
Tenure – (Continued)
It is recommended that tenure be approved for the following faculty members, effective with the beginning of the 2001/2002 academic/fiscal year:

Mary Lagerwey, WMU Bronson School of Nursing.

James Lewis, Department of Health, Physical Education and Recreation.

William Liou, Department of Mechanical and Aeronautical Engineering.

Elena Lisovskaya, Department of Educational Studies.

John Lychner, School of Music.

John Miller, Department of Chemistry.

Subra Muralidharan, Department of Chemistry.

Betty Parker, Department of Marketing.

Kathleen Propp, Department of Communication.

Dewei Qi, Department of Paper and Printing Science and Engineering.

Silvia Rossbach, Department of Biological Sciences.

Paul Solomon, Department of Art.

Gregory Veeck, Department of Geography.

Delores Walcott, University Counseling and Testing Center.

Xiaojun Wang, Department of Asian and Middle Eastern Languages.

Continuing Status – Academic Career Specialists
It is recommended that the following Academic Career Specialists be approved for continuous status, effective with the beginning of the 2001/2002 academic/fiscal year:

Sandra Glista, Department of Speech Pathology and Audiology

Lorna Kierepka, Department of Industrial and Manufacturing Engineering

Lois Lemon, Department of Paper and Printing Science and Engineering
Continuing Status – Academic Career Specialists (Continued)

John Nielson, School of Social Work

Joseph Petro, Department of Industrial and Manufacturing Engineering

**Promotions**

It is recommended that the following promotions be approved for the following faculty members, effective with the beginning of the 2001/2002 academic/fiscal year:

**Professor**

Miriam Bat-Ami, Department of English.

Ellen Brinkley, Department of English.

John Cameron, Department of Paper and Printing Science and Engineering.

James Croteau, Department of Counselor Education and Counseling Psychology.

Sandra Edwards, Department of Occupational Therapy.

William Fenn, Department of Physician Assistant.

Richard Gershon, Department of Communication.

Diane Hamilton, WMU Bronson School of Nursing.

William Kern, Department of Economics.

Robert Landeros, Department of Management.

Lynn Nations Johnson, Department of Teaching, Learning and Leadership.

Silvia Roederer, School of Music.

Jianping Shen, Department of Teaching, Learning and Leadership.

Scot Tanner, Department of Political Science.

Scott Thornburg, School of Music.

**Associate Professor**

Osama Abudayyeh, Department of Construction Engineering, Materials Engineering, and Industrial Design.

Richard Adams, School of Music.
Associate Professor – (Continued)
John Austin, Department of Psychology.

Peter Blickle, Department of Foreign Languages and Literatures.

James Carr, Department of Psychology.

Michael Chiarappa, Department of History.

Charles Crawford, Department of Sociology.

Cat Crotchett, Department of Art

Sime Curkovic, Department of Management.

Edward Daly III, Department of Psychology.

Ruth Ervin, Department of Psychology.

Igor Fedotov, School of Music.

Leigh Ford, Department of Communication.

Thomas Ford, Department of Sociology.

Arthur Garmon, Department of Teaching, Learning and Leadership.

Randle Gedeon, University Libraries.

Theresa Grant, Department of Mathematics and Statistics.

Miranda Haddock, University Libraries.

Emily Hauptmann, Department of Political Science.

Elizabeth Hoger, Department of Business Information Systems.

David Hurtt, Department of Accountancy.

Antonio Isea, Department of Foreign Languages and Literatures.

Joseph Kayany, Department of Communication.

Matthew Knewtson, Department of Theatre.

Paula Kohler, Department of Educational Studies.
Associate Professor – (Continued)
Mary Lagerwey, WMU Bronson School of Nursing.

Jil Larson, Department of English.

James Lewis, Department of Health, Physical Education and Recreation.

Elena Lisovskaya, Department of Educational Studies.

John Miller, Department of Chemistry.

Marc Perkovic, Department of Chemistry.

Srdjan Petrovic, Department of Mathematics and Statistics.

Kathleen Propp, Department of Communication.

Dewei Qi, Department of Paper and Printing Science and Engineering.

Mark Roehling, Department of Management.

Silvia Rossbach, Department of Biological Sciences.

Nancy Schullery, Department of Business Information Systems.

Robert Vann, Department of Foreign Languages and Literatures.

Delores Walcott, University Counseling and Testing Center.

Xiaojun Wang, Department of Asian and Middle Eastern Languages.

Lester Wright, Department of Psychology.

Promotions – Academic Career Specialists
It is recommended that the following promotions be approved for the following Academic Career Specialists, effective with the beginning of the 2001/2002 academic/fiscal year:

Associate Academic Career Specialist

Robert Dlouhy, Career English Language Center for International Studies.

Lois Lemon, Department of Paper and Printing Science and Engineering.

Mary Lu Light, Career English Language Center for International Studies.
**Associate Academic Career Specialist** (Continued)

Joseph Petro, Department of Industrial and Manufacturing Engineering.

Darryl Salisbury, Career English Language Center for International Studies.

Lovette Teichert, Career English Language Center for International Studies.

**Assistant Academic Career Specialist**

Lorna Kierepka, Department of Industrial and Manufacturing Engineering.

**Professional Development Leaves**

Dina Bangdel, Assistant Professor, Department of Art, effective July 1, 2001 through August 4, 2002.

Ruth Noblett, Instructor Academic Career Specialist, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

**Personal Leave of Absence**


**Sabbatical Leaves**

Kevin Corder, Associate Professor, Department of Political Science, Fall 2001.

Delores Walcott, Associate Professor, University Counseling and Testing Center, academic year 2001/2002.

**NON-ACADEMIC**

**Retirement**

Thomas Pfau, Laboratory Assistant, Department of Chemistry, effective July 31, 2001.
Proposed changes to the Faculty Senate Constitution (Article IX-Amendments) must first be approved by a majority vote of the faculty, the University president, and the Board of Trustees. This is the final step in the process in approving five amendments to accomplish the following:

- Establish the Senate year as beginning at the annual dinner in May and concluding at the annual dinner the following May, and change the Senate attendance requirements;
- Change the number of years an officer of the Senate may serve from four to six;
- Designate the Senate president, or his/her designee from the executive board, as an ex officio member of each Senate council;
- Increase the membership of the Technology and Operations Council from twelve to thirteen by adding the vice president for business and finance as a permanent member;
- Eliminate text that conflicts with the current thirty-day review period for Senate actions.

(Please see following page for current and proposed amendments.)

Recommended Motion

It is recommended that the proposed amendments to the Faculty Senate Constitution be approved.
Amend Article IV, Section 8, by striking out the word "regular" in both places; and by striking out the words "in an academic year" and inserting the words "the following annual dinner inclusive."

Current
Sec. 8. If an elected representative is absent without substitution for more than two consecutive regular meetings of the Senate, or more than four regular meetings of the Senate without substitution in an academic year, his or her seat may be declared vacant.

Proposed
Sec. 8. If an elected representative is absent without substitution for more than two consecutive meetings of the Senate, or more than four meetings of the Senate without substitution from the annual dinner to the following annual dinner inclusive, his or her seat may be declared vacant.

Amend Article V, Section 4, by striking out the word "four" and inserting the word "six."

Current
Sec. 4. The term of office for any Senate officer, except the immediate past president, shall be two years or until his or her successor shall have been chosen and qualified. The term of office for the immediate past president shall be one year. The president and vice president are not eligible for a second sequential term to the same office. Except for the immediate past president, no individual may serve as an officer of the Senate for more than four consecutive years.

Proposed
Sec. 4. The term of office for any Senate officer, except the immediate past president, shall be two years or until his or her successor shall have been chosen and qualified. The term of office for the immediate past president shall be one year. The president and vice president are not eligible for a second sequential term to the same office. Except for the immediate past president, no individual may serve as an officer of the Senate for more than six consecutive years.

Amend Article VIII, Section 8, by adding the sentence:
The Faculty Senate president, or his/her designee from the executive board, shall be an ex officio member of each council.

Current
Sec. 8. Faculty members elected by the Faculty Senate to membership on the councils shall serve for three-year terms, with as near as possible to one-third of them to be elected each year. Student members selected for membership on the above councils shall serve one-year terms. Electe-faculty vacancies on councils shall be filled by the Faculty Senate in accordance with the procedure established in the bylaws. Vacancies on councils shall be filled by the Western Student Association or Graduate Student Advisory Committee as appropriate.

Proposed
Sec. 8. Faculty members elected by the Faculty Senate to membership on the councils shall serve for three-year terms, with as near as possible to one-third of them to be elected each year. Student members selected for membership on the above councils shall serve one-year terms. Electe-faculty vacancies on councils shall be filled by the Faculty Senate in accordance with the procedure established in the bylaws. Vacancies on councils shall be filled by the Western Student Association or Graduate Student Advisory Committee as appropriate. The Faculty Senate president, or his/her designee from the executive board, shall be an ex officio member of each council.

Amend Article VIII, Section 6, paragraph four by striking out the word "twelve" and inserting the word "thirteen"; striking out "e.g."); striking out "the director of the Computer Center" and inserting "an associate director for Information technology appointed by the vice president for Information technology"; and inserting "the vice president for business and finance".

Current
The Technology and Operations Council shall be composed of at least twelve members including, e.g., the vice president for Information technology, the director of the Computer Center, the dean of the Libraries, seven faculty members elected by the Senate (one from each college), one undergraduate student selected by the Western Student Association and one graduate student selected by the Graduate Student Advisory Committee.

Proposed
The Technology and Operations Council shall be composed of at least thirteen members, including the vice president for Information technology, an associate director for Information technology appointed by the vice president for Information technology, the vice president for business and finance, the dean of the Libraries, seven faculty members elected by the Senate (one from each college), one undergraduate student selected by the Western Student Association, and one graduate student selected by the Graduate Student Advisory Committee.

Amend Article VIII, Section 9, by striking out "Council actions taken at July or August meetings shall be subject to the normal ten-day review period, but - except under circumstances determined by the Executive Board to be extraordinary - that period shall not begin until the date of the September meeting of the Faculty Senate."

Current
Sec. 9. Councils shall meet regularly, scheduling meetings at least ten times annually. Council actions taken at July or August meetings shall be subject to the normal ten-day review period, but - except under circumstances determined by the Executive Board to be extraordinary - that period shall not begin until the date of the September meeting of the Faculty Senate.

Proposed
Sec. 9. Councils shall meet regularly, scheduling meetings at least ten times annually.
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
Budget and Finance Committee
Friday, July 6, 2001
Room 204, Bernhard Center
11 a.m.

AGENDA

Trustee Haworth, Chair
Trustee Anthony
Trustee Chormann
Trustee Pero
Trustee St. John (ex officio)
President Floyd (ex officio)

I. ACTION ITEMS

1. Approval of the Minutes of the May 30, 2001 Committee Meeting
   Haworth

2. Gift Report
   Bender

3. Personnel Report
   Beam

4. Vehicle Registration Rates
   Beam

5. Continuing Education Tuition Rates
   Walker

6. Student Room and Board and Apartment Rental Rates
   Powell

7. Fall Semester 2001 Tuition Rates
   Floyd/Honsberger

8. Revised 2000/01 General Fund Operating Budget
   Floyd/Honsberger

9. General Fund Operating Budget 2001/02
   Floyd/Honsberger

10. Residency Policy Revisions
    Beam/Rinker

11. Communications Tower Lease
    Beam/Rinker

12. Howard Street Plaza Lease
    Beam/Rinker

13. Subway Real Estate Corporation Lease
    Beam/Rinker

14. Kalamazoo County Health Plan
    Beam/Rinker

15. Calhoun Area Millennium Partnership, L.L.C.
    Floyd
APPROVAL OF THE MINUTES OF THE MAY 30, 2001 COMMITTEE MEETING
Western Michigan University
Board of Trustees
Budget and Finance Committee

GIFT REPORT

Background

This report includes activity for the month of May. Current and deferred cash gifts for May were $724,225. The year-to-date total for the current fiscal year is $15,388,247. This represents an increase of $2,404,905 over last fiscal year. Information regarding major gifts is provided.

Recommended Motion

It is recommended that this gift report including activity for May be approved.
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

<table>
<thead>
<tr>
<th></th>
<th>WMUF Cash Gifts:</th>
<th>PAPER TECHNOLOGY FOUNDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Alumni</td>
<td>Cash Gifts:</td>
</tr>
<tr>
<td></td>
<td>Individual Friends</td>
<td>Non-Cash Gifts:</td>
</tr>
<tr>
<td></td>
<td>Corporations/Foundations/Other Orgns</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Estate Gifts</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WMUF Cash Gifts:</td>
<td>SUBTOTAL: Gifts received by WMU foundation</td>
</tr>
<tr>
<td></td>
<td>CURRENT CASH GIFTS:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DEFERRED GIFTS:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Net present value as of date of gift</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FY 2000 $107,165</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FY 2001 $178,726</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUBTOTAL: CURRENT CASH &amp; DEFERRED GIFTS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NON-CASH GIFTS:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUBTOTAL: Gifts received by PAPER TECH. FDN.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL GIFTS:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>May 2001</th>
<th>May 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2000-01</th>
<th>Year-to-date 1999-00</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$ 212,154</td>
<td>$ 113,669</td>
<td>$ 98,485</td>
<td>$ 1,608,038</td>
<td>$ 1,326,267</td>
<td>$ 232,371</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>130,824</td>
<td>86,241</td>
<td>44,583</td>
<td>4,641,156</td>
<td>2,431,539</td>
<td>2,109,619</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>159,906</td>
<td>114,015</td>
<td>45,891</td>
<td>7,373,306</td>
<td>5,842,733</td>
<td>1,530,573</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>221,341</td>
<td>163</td>
<td>221,172</td>
<td>1,592,581</td>
<td>3,116,035</td>
<td>(1,556,054)</td>
</tr>
<tr>
<td>CURRENT CASH GIFTS</td>
<td>$ 724,225</td>
<td>$ 314,094</td>
<td>$ 410,131</td>
<td>$ 15,083,883</td>
<td>$ 12,717,274</td>
<td>$ 2,365,406</td>
</tr>
<tr>
<td>DEFERRED GIFTS:</td>
<td></td>
<td>150,000</td>
<td>(150,000)</td>
<td>304,564</td>
<td>236,068</td>
<td>33,496</td>
</tr>
<tr>
<td>and annuities (shown at fair market value)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2001</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL: CURRENT CASH &amp; DEFERRED GIFTS</td>
<td>$ 724,225</td>
<td>$ 464,094</td>
<td>$ 260,131</td>
<td>$ 15,386,247</td>
<td>$ 12,933,342</td>
<td>$ 2,404,905</td>
</tr>
<tr>
<td>NON-CASH GIFTS:</td>
<td>58,383</td>
<td>32,407</td>
<td>25,976</td>
<td>1,395,151</td>
<td>2,712,927</td>
<td>(1,387,776)</td>
</tr>
<tr>
<td>SUBTOTAL: GIFTS RECEIVED BY WMU FOUNDATION</td>
<td>$ 782,608</td>
<td>$ 496,501</td>
<td>$ 286,107</td>
<td>$ 16,743,398</td>
<td>$ 15,606,269</td>
<td>$ 1,047,129</td>
</tr>
<tr>
<td>PAPER TECHNOLOGY FOUNDATION</td>
<td>2,442</td>
<td>38,573</td>
<td>(36,131)</td>
<td>397,665</td>
<td>1,449,141</td>
<td>(1,051,455)</td>
</tr>
<tr>
<td>Cash Gifts:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Cash Gifts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBTOTAL: GIFTS RECEIVED BY PAPER TECH. FDN.</td>
<td>$ 2,442</td>
<td>$ 38,573</td>
<td>(36,131)</td>
<td>$ 510,190</td>
<td>$ 1,436,461</td>
<td>$ 940,271</td>
</tr>
<tr>
<td>TOTAL GIFTS</td>
<td>$ 785,050</td>
<td>$ 538,074</td>
<td>$ 249,976</td>
<td>$ 17,259,938</td>
<td>$ 17,152,730</td>
<td>$ 105,856</td>
</tr>
</tbody>
</table>
GIFTS & PLEDGES $10,000 AND OVER

May 2001

**Cash Gifts May:**

<table>
<thead>
<tr>
<th>Donor</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan</td>
<td>$19,435</td>
<td>Unrestricted Fund at Western (Our portion of money received for WMU Logo license plates)</td>
</tr>
<tr>
<td>Anonymous Donor</td>
<td>12,000</td>
<td>WMUK-FM radio station</td>
</tr>
<tr>
<td>Mrs. Peggy Sorensen</td>
<td>38,500</td>
<td>Hap Sorensen Endowment Fund for men’s tennis</td>
</tr>
<tr>
<td></td>
<td>1,500</td>
<td>Gary Fund for men’s tennis</td>
</tr>
</tbody>
</table>

**New Cash Pledges May:**

<table>
<thead>
<tr>
<th>Donor</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. George F. Ball</td>
<td>$15,000</td>
<td>Gary Fund for men’s hockey</td>
</tr>
<tr>
<td>Parker Hannifin Foundation</td>
<td>100,000</td>
<td>Parker Hannifin Motion and Control Lab</td>
</tr>
</tbody>
</table>

*Paper Technology Foundation, Inc. gifts.*
PERSONNEL REPORT

Retirements


VEHICLE REGISTRATION RATES

Background

The University has continued to make substantial improvements to the University's roadways and parking facilities during the past decade. These improvements are funded out of parking registration fees, violation fines and parking meter fees. The cost of operating the parking system is also paid for from the same revenue sources. As we look to the coming fiscal year, we face the prospect of continuing to make significant improvements to our parking system and will commence the construction of two parking structures in conjunction with the engineering college facilities at the Parkview Campus.

The administration is requesting the Board to approve the proposed rates effective with the Fall Semester, 2001.

Proposed Vehicle Registration Rates

<table>
<thead>
<tr>
<th>Class</th>
<th>For</th>
<th>Current</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Motor Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full-time</td>
<td>Academic Year</td>
<td>$175.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Academic Year</td>
<td>105.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Full-time</td>
<td>Winter/Spring/Summer</td>
<td>105.00</td>
<td>135.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Winter/Spring/Summer</td>
<td>65.00</td>
<td>85.00</td>
</tr>
<tr>
<td>All</td>
<td>Spring/Summer</td>
<td>65.00</td>
<td>85.00</td>
</tr>
<tr>
<td><strong>Two-Wheel Motor Vehicles</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full-time</td>
<td>Academic Year</td>
<td>$100.00</td>
<td>$130.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Academic Year</td>
<td>60.00</td>
<td>80.00</td>
</tr>
<tr>
<td>Full-time</td>
<td>Winter/Spring/Summer</td>
<td>60.00</td>
<td>80.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Winter/Spring Summer</td>
<td>35.00</td>
<td>45.00</td>
</tr>
<tr>
<td>All</td>
<td>Spring/Summer</td>
<td>35.00</td>
<td>45.00</td>
</tr>
<tr>
<td><strong>Lawson Parking (any vehicle type)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full-time</td>
<td>Academic Year</td>
<td>$ 85.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Academic Year</td>
<td>50.00</td>
<td>65.00</td>
</tr>
<tr>
<td>Full-time</td>
<td>Winter/Spring/Summer</td>
<td>50.00</td>
<td>65.00</td>
</tr>
<tr>
<td>Part-time</td>
<td>Winter/Spring/Summer</td>
<td>30.00</td>
<td>40.00</td>
</tr>
<tr>
<td>All</td>
<td>Spring/Summer</td>
<td>30.00</td>
<td>40.00</td>
</tr>
</tbody>
</table>

Recommended Motion to Table - May 30, 2001

It is recommended that the Board table the recommendation re vehicle registration rates effective with the Fall Semester, 2001, until the June 2001 meeting to allow for additional input.

Recommended Motion - July 6

Effective fall 2001, recommend motion for approval of vehicle registration rates,
### Western Michigan University - Parking Budget Projections

<table>
<thead>
<tr>
<th>Parking Sticker Cost</th>
<th>$150</th>
<th>$175</th>
<th>$175</th>
<th>$225</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1998/1999 (Actual)</td>
<td>1,818,136</td>
<td>2,193,893</td>
<td>2,189,545</td>
<td>2,700,000</td>
</tr>
<tr>
<td>1999/2000 (Actual)</td>
<td>886,032</td>
<td>1,031,837</td>
<td>1,154,737</td>
<td>1,450,000</td>
</tr>
<tr>
<td>2000/2001</td>
<td>122,694</td>
<td>165,364</td>
<td>111,242</td>
<td>150,000</td>
</tr>
<tr>
<td>2001/2002</td>
<td>1,033,752</td>
<td>1,103,481</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>Student Permits</td>
<td>369,414</td>
<td>430,575</td>
<td>400,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Employee Permits</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Other Permits</td>
<td>28,800</td>
<td>36,000</td>
<td>56,400</td>
<td>56,000</td>
</tr>
<tr>
<td>Parking Violations</td>
<td>125,000</td>
<td>122,254</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Parking Meters</td>
<td>106,234</td>
<td>76,075</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Miller Events Fee</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>KCMS Parking</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Special Events</td>
<td>188,196</td>
<td>224,382</td>
<td>188,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>2,529</td>
<td>2,436</td>
<td>25</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>4,540,062</td>
<td>5,210,000</td>
<td>5,091,924</td>
<td>5,936,000</td>
</tr>
</tbody>
</table>

| **Expenses**         |      |      |      |      |
| Debt Service         | 1,859,890 | 1,944,281 | 1,982,906 | 3,323,000 |
| Compensation         | 774,122  | 813,532  | 850,000  | 923,000 |
| Bus Subsidy          | 560,000  | 773,738  | 725,000  | 930,000 |
| General Fund Subsidy | 194,797  | 189,720  | 214,223  | 250,000 |
| Physical Plant Equipment | 50,000 | 50,000 | 50,000 | 50,000 |
| Fees/Comp/Contracts  | 188,196  | 224,382  | 188,000  | 200,000 |
| Insurance Bonds      | 2,529    | 2,436    | 25       | 0     |
| Maint/Custodial/Landscape | 13,310 | 5,871   | 43       | 0     |
| Postage/Freight      | 12,037   | 18,574   | 18,000   | 20,000 |
| Printing/Duplicating | 36,484   | 62,021   | 50,000   | 40,000 |
| Public Relations     | 3,628    | 1,830    | 1,758    | 2,000 |
| Supplies             | 98,934   | 113,617  | 147,000  | 110,000 |
| Telephone            | 11,652   | 12,416   | 13,000   | 14,000 |
| Transportation       | 42,790   | 35,805   | 40,000   | 40,000 |
| Equipment            | 236,45   | 28,309   | 20,000   | 20,000 |
| Construction Projects | 111,270  | 1,072,382| 1,066,000| 5,922,000 |
| **Total Expenses**   | 3,983,284 | 5,348,924 | 5,365,955 | 5,922,000 |
| **Balance**          | 556,778  | -138,924 | -274,031 | 14,000 |

17,000 FTE Stickers X $25 = $425,000 revenue

* BTR Ramps - $1,197,243 per year for 30 years (5.20%)

* 2001 Summer Road Projects - $139,800 per year for 5 years
Continuing Education’s tuition rates are determined by the addition of a $40 differential per credit hour, to both the on-campus resident upper division rate for undergraduates and the resident graduate rate for graduates. This differential, which also includes the facility fee, is intended to pay for some of the additional expenses for providing off-campus education.

The Graduate Center at 200 Ionia Street in downtown Grand Rapids opened late April 2001. Revenue generated from increased academic programming and conference business will not fully cover the costs of operating this new facility. It is recommended that the Trustees authorize, effective Fall 2001, that Continuing Education tuition be determined by adding an additional $20 per credit hour to the existing differential on both the on-campus resident upper division rate for undergraduates and the resident graduate rate for graduates. The new Continuing Education differential will be $60 per credit hour.


July 6, 2001 - Recommended Motion

It is recommended that the Trustees authorize, effective with the Fall Semester 2001, an increase of $20 per credit hour in Continuing Education tuition for a total amount of $60 per credit hour for both the on campus resident upper division rate for undergraduates and the resident graduate rate for graduates.
STUDENT ROOM AND BOARD AND APARTMENT RENTAL RATES FOR 2001/02 - Tabled 5/30.

Background

Western Michigan University currently operates 22 residence halls, 6 full service, dining facilities, 5 cash dining operations and 3 apartment complexes. The housing and dining units make available a variety of living and dining options for our students ranging from contracts for room and board or room only, single and double rooms, residence halls for men and women only, or coed by floor or suite. We also offer flexible dining plans 10- meal, 15 meal, 20 meal, in dining units that are open continuously from 7:00 am until 6:30 p.m. (8:00 p.m. in Bigelow/Hoekje), and a carry out service open in all 6 dining locations from 7:00 am until 8:00 p.m., Monday through Friday.

The residence hall capacity for the 2001/2002 fall/winter semesters is 6,180. The University houses approximately 28% of the Kalamazoo campus students. Approximately 83% of students living in residence halls are either freshman or sophomore. For the fall semester 2000, the residence halls opened at 102% of capacity and operated at approximately 92% of capacity for the winter semester. We housed a record number of first year students (approximately 200 more than previous years) during the 2000/2001 academic year.

From the Summer of 2000 through the Summer of 2001 the Office of Residence Life has funded or will fund the following hall projects: replacement of elevators in Britton and Hadley Halls, replacement of a hot water tank in the Valley III complex, replacement of the Shilling Hall roof, replacement of emergency exit lighting in main campus and Goldsworth Valley complexes, replacement of smoke detectors in Draper, Siedschlag, and Ernest and Smith Burnham halls and the replacement of 12 corridors of carpeting.

The University also operates 585 on-campus apartments for student families, single graduate students and non-traditional students. The one-and two-bedroom units, both furnished and unfurnished, are located in 3 complexes and operate throughout the year at between 95% and 99% of capacity.

During the summer of 2001, Dining Services is renovating the Bigelow/Henry/Hoekje residence hall dining room. When completed the room will feature new carpeting, serving equipment, chairs, windows, new architectural features, and a display cooking area in the dining room.

For the fall/winter semesters 2001/2002 we are recommending approval of an average increase of 8.8% in room and board rates. We are also recommending approval of a 6.0% increase in our apartment rental rates. From information we have gathered to date from other Michigan universities, our proposed room and board increase for residence halls and dining services would rank WMU 3rd. Last year we ranked 4th. We are also expecting an opening occupancy of 6,200 again due mostly to a large freshman class. This rate increase will allow us to absorb expected increases in operating costs for compensation, utilities, food, maintenance, and renovation.
**Recommended Motion** - Action tabled, May 30, recommended motion July 6:

It is recommended that the proposed student room and board and apartment rental rates for 2001/02 be approved.

### RESIDENCE HALLS

<table>
<thead>
<tr>
<th></th>
<th>2000-01</th>
<th>Change</th>
<th>2001-02</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Room and Board (20 Meal Plan)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Year</td>
<td>$5,073.00</td>
<td>$444.00</td>
<td>$5,517.00</td>
<td>8.8%</td>
</tr>
<tr>
<td><strong>Room and Board (15 Meal Plan)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Year</td>
<td>$4,994.00</td>
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<tr>
<td>Spring</td>
<td>$1,209.00</td>
<td>$105.00</td>
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<tr>
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<td>$1,209.00</td>
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<tr>
<td><strong>Room and Board (10 Meal Plan)</strong></td>
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<tr>
<td>Academic Year</td>
<td>$4,557.00</td>
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<td>$5,025.00</td>
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<td>$56.00</td>
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<tr>
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Aggregate rate increase 8.8%

Rates include $25 per semester/$12.50 per session deferred maintenance fee.

### APARTMENTS (Per Month)

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<tr>
<th></th>
<th>Goldsworth Valley</th>
<th>Stadium Drive</th>
<th>Elmwood</th>
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<tr>
<td></td>
<td>1 BR - Furnished</td>
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<tr>
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<td>$475.00</td>
<td>$483.00</td>
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<td></td>
<td>$467.00</td>
<td>$467.00</td>
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<td>2 BR - Unfurnished</td>
<td>2 BR - Unfurnished</td>
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<td>$537.00</td>
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Aggregate rate increase 6.0%

Rates include $6 per month deferred maintenance fee.
## RESIDENCE REVENUE

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<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Actual</td>
<td>Actual</td>
<td>Budget</td>
<td>Board Budget</td>
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<tr>
<td>Room and Board</td>
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<td>1,930,785</td>
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<td>155,029</td>
<td>155,029</td>
<td>214,312</td>
<td>200,504</td>
<td>200,504</td>
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<tr>
<td><strong>Sub-total</strong></td>
<td><strong>$12,660,297</strong></td>
<td><strong>$13,263,186</strong></td>
<td><strong>$15,483,624</strong></td>
<td><strong>$14,931,933</strong></td>
<td><strong>$16,208,915</strong></td>
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## EXPENSE

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<tbody>
<tr>
<td>Compensation</td>
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<td>2,516,640</td>
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<td>1,406,854</td>
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<td>1,796,819</td>
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<td>730,000</td>
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<td>155,029</td>
<td>214,312</td>
<td>200,504</td>
<td>200,504</td>
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<td>1,208,209</td>
<td>1,112,972</td>
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<td>998,125</td>
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<td>Other</td>
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<td>649,061</td>
<td>599,237</td>
<td>528,419</td>
<td>539,688</td>
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## Net Income Residence

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<td>($97,609)</td>
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<tr>
<td><strong>DINING REVENUE</strong></td>
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<td>Board</td>
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<td>63,838</td>
<td>140,757</td>
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<td>121,809</td>
<td>121,809</td>
<td>161,129</td>
<td>165,699</td>
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<td><strong>Sub-total</strong></td>
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<td>$14,030,060</td>
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<td>1,179,711</td>
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<td>121,809</td>
<td>161,129</td>
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<td>1,624,192</td>
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## WESTERN MICHIGAN UNIVERSITY

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<td><strong>APARTMENTS</strong></td>
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<tr>
<td><strong>REVENUE</strong></td>
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<td>11,767</td>
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### OTHER REVENUE

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<td>Interest Income</td>
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<td>Vending</td>
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<td>284,446</td>
<td>294,081</td>
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<td>Cafes</td>
<td>561,559</td>
<td>699,157</td>
<td>848,826</td>
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<td>860,000</td>
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<td>Bernhard Center</td>
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### EXPENSE

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<tr>
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<td>GF Reimbursement</td>
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<td>73,108</td>
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<td>68,200</td>
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<td>100,000</td>
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<td>Cafes supplies/eq</td>
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### Net Income Other

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<td>$1,248</td>
<td>$11,160</td>
<td>$526,368</td>
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Memo:
- Total Debt Payment
  - 1997-98: 2,291,727
  - 1998-99: 2,207,831
  - 1999-00: 2,051,409
  - 2000-01: 2,128,274
  - Proposed 2001-02: 2,263,235

- Total GF Reimb
  - 1997-98: 1,790,830
  - 1998-99: 1,683,832
  - 1999-00: 1,741,570
  - 2000-01: 1,822,254
  - Proposed 2001-02: 1,939,663

- Total Overhead
  - 1997-98: 3,728,913
  - 1998-99: 4,462,041
  - 1999-00: 5,174,746
  - 2000-01: 5,366,131
  - Proposed 2001-02: 5,775,979

- Total Maintenance
  - 1997-98: 4,376,282
  - 1998-99: 4,535,717
  - 1999-00: 4,738,181
  - 2000-01: 4,890,491
  - Proposed 2001-02: 5,087,263

- Total Refurbishing
  - 1997-98: 186,000
  - 1998-99: 1,000,000
  - 1999-00: 1,906,197
  - 2000-01: 1,781,111
  - Proposed 2001-02: 2,640,219

- Deferred Maint $25/per semester
  - 1997-98: 276,838
  - 1998-99: 276,838
  - 1999-00: 375,441
  - 2000-01: 366,203
  - Proposed 2001-02: 366,203

- Deferred Maint $6 per month apts
  - 1997-98: 38,976
  - 1998-99: 38,976
  - 1999-00: 40,320
  - 2000-01: 40,320
  - Proposed 2001-02: 40,320

- Total Utilities
  - 1997-98: 3,654,669
  - 1998-99: 3,873,951
  - 1999-00: 4,020,983
  - 2000-01: 4,261,565
  - Proposed 2001-02: 4,900,800

- Total Cost of F/GS
  - 1997-98: 3,640,658
  - 1998-99: 3,913,737
  - 1999-00: 4,022,358
  - 2000-01: 4,273,770
  - Proposed 2001-02: 4,401,983

6/16/01
actualsplit0102
Revised 6/18/01
### FORECAST FACTORS

#### REVENUE CHANGE RATES

<table>
<thead>
<tr>
<th>Source</th>
<th>Rate Change (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Room - Rate Change</td>
<td>12.00%</td>
</tr>
<tr>
<td>Board - Rate Change (20 ml) (%)</td>
<td>6.00%</td>
</tr>
<tr>
<td>Board - Rate Change (15 ml) (%)</td>
<td>3.50%</td>
</tr>
<tr>
<td>Board - Rate Change (10 ml) (%)</td>
<td>8.50%</td>
</tr>
<tr>
<td>Apartment Rent - Rate Change (%)</td>
<td>6.00%</td>
</tr>
<tr>
<td>Investment Income (%)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other (%)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Deferred Maint. (%)</td>
<td>0.00%</td>
</tr>
<tr>
<td>Bernhard Ctr. (%)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

#### EXPENSE CHANGE RATES

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Rate Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Food (%)</td>
<td>3.00%</td>
</tr>
<tr>
<td>Compensation (%)</td>
<td>4.00%</td>
</tr>
<tr>
<td>Student Help Compensation (%)</td>
<td>4.00%</td>
</tr>
<tr>
<td>Overhead Expense</td>
<td></td>
</tr>
<tr>
<td>Reim. to Fund 11 (sal. &amp; supplies) (%)</td>
<td>5.00%</td>
</tr>
<tr>
<td>Insurance (%)</td>
<td>20.00%</td>
</tr>
<tr>
<td>Other Expense (supplies &amp; equip.) (%)</td>
<td>1.50%</td>
</tr>
<tr>
<td>Routine Maint Expense - Apartments ($)</td>
<td>0</td>
</tr>
<tr>
<td>-Dining ($)</td>
<td>0</td>
</tr>
<tr>
<td>Refurbishing - Apartments ($)</td>
<td>11,620</td>
</tr>
<tr>
<td>- Residence Life ($)</td>
<td>507,000</td>
</tr>
<tr>
<td>-Dining($)</td>
<td>440,000</td>
</tr>
<tr>
<td>- Other ($)</td>
<td>(100,000)</td>
</tr>
<tr>
<td>Utilities (%)</td>
<td>15.00%</td>
</tr>
<tr>
<td>Debt Service - Apartments ($)</td>
<td>0</td>
</tr>
<tr>
<td>-Residence Life ($)</td>
<td>0</td>
</tr>
<tr>
<td>-Dining ($)</td>
<td>135,000</td>
</tr>
<tr>
<td>- Other ($)</td>
<td>0</td>
</tr>
</tbody>
</table>
FALL SEMESTER 2001 TUITION RATES

Information to be provided at meeting.
RECOMMENDATION RE REVISED 2000/01 GENERAL FUND OPERATING BUDGET

Background

It is our practice to present a revised budget for the General Fund to the Board of Trustees at its June meeting. Such action is necessary due to inevitable alterations in the estimated budget that is adopted by the Board at the beginning of each fiscal year. Examples of alterations to the adopted budget include the allocation of funds reserved for specific purposes to various operating units in the General Fund, i.e., pooled equipment funds, sabbatical leave funds, and certain compensation improvement funds. There are also programmatic funding adjustments that come into play as a result of decisions made by various administrative units. As in the past, it is the intent of the administration to carry forward lapsed departmental balances to cover programmatic commitments. The attached General Fund Budget represents our final estimate of all revenues and expenditures for the 2000/01 fiscal year.

Recommended Motion

It is recommended that the attached General Fund Budget and administrative intent as to lapsed departmental balances for 2000/01 be approved.
WESTERN MICHIGAN UNIVERSITY
General Fund Final Board Budget
2000/01 Fiscal Year

<table>
<thead>
<tr>
<th>Revenue Description</th>
<th>2000/01 Estimated Board Budget</th>
<th>Change</th>
<th>2000/01 Final Board Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Appropriation - Base</td>
<td>$123,856,474</td>
<td>$0</td>
<td>$123,856,474</td>
</tr>
<tr>
<td>Tuition - On &amp; Off Campus</td>
<td>98,187,078</td>
<td>2,711,487</td>
<td>100,898,565</td>
</tr>
<tr>
<td>Investment Income</td>
<td>897,942</td>
<td>(30,000)</td>
<td>867,942</td>
</tr>
<tr>
<td>Indirect Cost Recovery</td>
<td>1,500,000</td>
<td>643,556</td>
<td>2,143,556</td>
</tr>
<tr>
<td>Special Fees (Applications, Transcripts, Graduation)</td>
<td>860,000</td>
<td>95,500</td>
<td>955,500</td>
</tr>
<tr>
<td>All Other</td>
<td>380,605</td>
<td>469,000</td>
<td>849,605</td>
</tr>
<tr>
<td>Prior Yr Carry-Over of Continuing Projects</td>
<td>0</td>
<td>15,226,027</td>
<td>15,226,027</td>
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<tr>
<td>Departmental Revenue</td>
<td>761,923</td>
<td>328,128</td>
<td>1,090,051</td>
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</tbody>
</table>

Total Revenue: $226,444,022
Change: $19,443,698
$245,887,720

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>2000/01 Estimated Board Budget</th>
<th>Change</th>
<th>2000/01 Final Board Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eng &amp; Applied Sciences</td>
<td>$9,473,722</td>
<td>$1,459,198</td>
<td>$10,932,920</td>
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<tr>
<td>Business</td>
<td>11,545,705</td>
<td>270,524</td>
<td>11,816,229</td>
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<tr>
<td>Education</td>
<td>10,566,015</td>
<td>1,364,762</td>
<td>11,930,777</td>
</tr>
<tr>
<td>Continuing Education</td>
<td>7,055,394</td>
<td>983,070</td>
<td>8,038,464</td>
</tr>
<tr>
<td>Arts &amp; Sciences</td>
<td>41,316,498</td>
<td>4,861,377</td>
<td>46,177,875</td>
</tr>
<tr>
<td>Aviation</td>
<td>1,803,919</td>
<td>(248,786)</td>
<td>1,555,133</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>8,939,364</td>
<td>794,987</td>
<td>9,734,351</td>
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<tr>
<td>Health &amp; Human Services</td>
<td>9,188,983</td>
<td>295,751</td>
<td>9,484,734</td>
</tr>
<tr>
<td>Miscellaneous Units &amp; Reserves</td>
<td>5,703,191</td>
<td>(2,061,817)</td>
<td>3,641,374</td>
</tr>
<tr>
<td>Subtotal Instruction</td>
<td>105,592,791</td>
<td>7,719,066</td>
<td>113,311,857</td>
</tr>
<tr>
<td>Research</td>
<td>2,861,745</td>
<td>3,156,563</td>
<td>6,018,308</td>
</tr>
<tr>
<td>Public Service</td>
<td>2,854,679</td>
<td>306,704</td>
<td>3,161,383</td>
</tr>
<tr>
<td>Academic Support</td>
<td>26,244,440</td>
<td>3,503,195</td>
<td>29,747,635</td>
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<tr>
<td>Student Affairs</td>
<td>19,180,453</td>
<td>739,298</td>
<td>19,919,751</td>
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<tr>
<td>Institutional Support</td>
<td>24,933,678</td>
<td>2,721,625</td>
<td>27,655,303</td>
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<tr>
<td>Operation &amp; Maintenance of Plant</td>
<td>26,639,769</td>
<td>2,854,267</td>
<td>29,494,036</td>
</tr>
<tr>
<td>Financial Aid</td>
<td>17,986,869</td>
<td>(1,407,422)</td>
<td>16,579,447</td>
</tr>
<tr>
<td>Excess Revenue over Expense</td>
<td>149,598</td>
<td>(149,598)</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Expense: $226,444,022
Change: $19,443,698
$245,887,720

6/22/01
Office of University Budgets
00-01 GF Final Board Bdgt
GENERAL FUND OPERATING BUDGET 2001/02

Information to be provided at meeting.
RESIDENCY POLICY REVISIONS

Background

The State Appropriation process requires public universities to differentiate the rates charged to Michigan residents, versus non-residents. That process also requires that each University establish and comply with its own policy.

In July of 1973 the Board approved a residency policy to bring the University in conformation with Washtenaw County Circuit Court and the United State Supreme Court rulings effective with the Fall Semester, 1973. In June of 1977 a provision was added to our policy related to the seasonal/agricultural employment of workers in the State of Michigan.

While the major provisions of the policy remain in place, we are recommending changes that more clearly define the term “domicile” and adjust the age by which students are considered independent (from 18 to 24). This change in age is recommended to accommodate the fact that students in this age group are still very dependent upon their parents for the majority of their financial support and are claimed by their parents as a dependent for IRS tax purposes. Additionally, the current policy allows only those who possess a Permanent Resident Alien Card or its equivalent stamp in passport to apply for a change in resident status for tuition-paying purposes. At this time we are recommending that individuals who carry A, E (primary), G and I visa cards become eligible to apply for a change in status because the current law allows these card holders to establish a domicile in the United States. We have also added a provision for immigrants with a “refugee” status.

At this time we are asking for Board approval of the attached policy with the proposed changes.

Recommended Motion

It is recommended that the Board rescind the current policy and adopt the attached policy with the proposed changes effective with the fall semester, 2001.
RESIDENCY POLICY OF WESTERN MICHIGAN UNIVERSITY
(for University Admissions and/or Fee Purposes)

Any student may apply for in-state resident classification for any semester/session in which they are enrolled by completing the "Application for Resident Classification for University Admissions and/or Fee Purposes" and submitting it to the Office of the Assistant Vice President for Business. Applications can be filed as early as one month prior to the start of each semester/session but not later than 20 calendar days following the first day of classes for the fall and winter semesters (10 calendar days for the spring and summer sessions). The deadline dates are the same for all students (undergraduate and graduate).

1. Since normally a student comes to Western Michigan University for the primary or sole purpose of attending the University rather than to establish a domicile in Michigan, one who enrolls in the University as a non-resident shall continue to be so classified throughout his/her attendance as a student, unless and until he/she demonstrates that his/her previous domicile has been abandoned and a Michigan domicile established. The burden of proof is on the student.

2. "Domicile" is defined as the place where an individual's true, fixed and permanent home and principal establishment is and to which the individual returns whenever he/she is absent from the University. A student shall not be considered domiciled in Michigan unless the student is in continuous physical residence in this state for one year (12 consecutive months) immediately preceding the first day of classes of the term for which classification is sought and intends to make Michigan his/her permanent home, not only while in attendance at the University but thereafter as well, and has no domicile elsewhere.

3. For tuition classification purposes, a student is presumed to be a dependent of the student's natural parents and/or legal guardian if the student is 24 years of age or younger and (a) has been involved primarily in educational pursuits, or (b) has not been entirely financially self-supporting through employment.

A. Dependent Student – Parent(s) in Michigan

The domicile of a dependent student is presumed to be the same as that of the student's natural parents. A dependent student whose parents are, according to University Residency Policy, domiciled in Michigan is presumed to be eligible for resident classification for University purposes as long as the student has not taken steps to establish a domicile outside of Michigan or any other action inconsistent with maintaining a domicile in Michigan.

A dependent student with one parent domiciled in Michigan regardless of whether that parent is the student's custodial parent, is presumed to be eligible for resident classification for tuition-paying purposes if one parent is, according to University Residency Policy, domiciled in Michigan.

The domicile of a dependent student's legal guardian(s) will be presumed to have the same evidentiary effect as that of a dependent student's natural parent(s), and references to parents in this policy shall include legal guardians, only when the student is the dependent of the legal guardian, and such guardianship has been established due to complete incapacity or death of the student's natural parent(s). A parent's inability to provide funds necessary to support a college education shall not qualify as complete incapacity.

A dependent student who is living in Michigan and who is, according to University Residency Policy, permanently domiciled in Michigan does not lose resident status if the parents leave Michigan provided:

(1) that the student has completed at least the junior year of high school prior to the parents' departure;
(2) that the student remains in Michigan, enrolled as a full-time student in high school or an institution of higher education; and
(3) that the student has not taken steps to establish a domicile outside Michigan or any other action inconsistent with maintaining a domicile in Michigan.

B. Dependent Student – Parent(s) Not In Michigan

A dependent student whose parents are domiciled outside the State of Michigan is presumed to be a non-resident for tuition-paying purposes at Western Michigan University.
Independent Students

4. A student may be granted in-state residency for tuition paying purposes, once the student provides evidence of 12 consecutive months (one year) of physical presence in the State of Michigan immediately preceding the first day of classes of the term in which the student is applying for a change in status. The year of continuous presence is never the only criterion used for determining in-state classification and, in itself, will not qualify a student for in-state status for tuition-paying purposes at WMU.

Residence of Spouse

5. The residence of a student who otherwise would be classified as a non-resident will follow that of his/her spouse if the spouse qualifies as a resident student for tuition-paying purposes.

Immigrants and Aliens

6. Only persons who are entitled to reside permanently in the United States may be eligible for resident classification at Western Michigan University. These individuals, like U.S. citizens, must still prove that they have established a Michigan domicile as defined in these regulations. In other words, having the privilege of remaining permanently in the United States, in itself, does not entitle a person to resident classification for University fee purposes. At the present time, non-citizens who are entitled to reside permanently in the United States include:

- **Permanent Resident Aliens** must be fully processed and possess Permanent Resident Alien card or stamp in passport verifying final approval by filing deadline for applicable term.
- **Refugees** must have I-94 card with “Refugee” designation.
- **A, E (primary), G, and I visa holders** Based upon current law, these non-immigrant visa classifications are the only ones that permit the visa holder to establish a domicile in the United States. As changes occur in applicable law, this list shall be updated.

Migrant Worker (Seasonal/Agricultural Employment)

7. If an independent student, or the parent of a dependent student, has been employed as a migrant worker in Michigan for a minimum of two (2) months each year for the three (3) of the five (5) years prior to the date of the proposed in-state classification or for a minimum of three (3) months each year for two (2) of the five (5) years prior to the date of the proposed in-state classification, the student shall be classified as a resident. Proof and verification of employment is required. A migrant worker in Michigan is defined as one who travels to Michigan to pursue agricultural or related industry employment.

Misrepresentation and Falsification of Information

8. Students who provide false or misleading information or who intentionally omit relevant information on their admissions application or the “Application for Resident Classification for University Admission and/or Fee Purposes” or any other document relevant to residency eligibility may be subject to disciplinary and/or legal measures.

Appeal Process

9. Any student may appeal the decision on their residency application within 20 calendar days after he/she has been served notice of the decision on their application by taking the following steps:

- Provide a written notice of appeal to the Vice President for Business and Finance stating the reasons therefore. Please note that any additional documents that may provide evidence of domicile not submitted with the initial application must be included with the appeal.
- Additionally, the student must request in writing that all documents submitted with the initial application for residency be forwarded to the Vice President for Business and Finance so the entire file may be reviewed in the appeal process.
- Failure to comply within the required 20 days shall constitute a waiver of all claims to reclassification or rebates for the applicable semester/session.

The student will receive a written decision on the Appeal with the review is complete. The decision on the residency appeal shall be the final recourse within the University.

6/01
Communications Tower Lease

Background

In the fall of 1999 the University constructed a new communications tower adjacent to the Campus Services Building, just off of Oliver Street. The primary purpose of this tower was to upgrade our Public Safety radio dispatch system.

Because commercial telecommunications companies had showed interest in leasing space on our tower, we were presented with the opportunity to cover the annual debt service to finance the tower through long-term leases. In October of 1999, the Board of Trustees approved a resolution allowing the Administration to enter into five long-term leases, the last of which is soon to be in place.

The Administration has an opportunity to enter into a sixth lease at a much lower level (90 ft-level) on the tower, and with much smaller and lighter equipment. This additional lease will complete the tower’s capacity, and provide for supplemental dollars to reduce our outstanding debt on the project.

In accordance with Board policy, University property and facility leases for more than one year’s duration requires Board approval. It is the Administration’s recommendation that the Board authorize the administration to enter into a 10-year lease with the option of two 5-year extensions with Cricket Communication Inc for a monthly rate of $1,000.

Recommended Motion

It is recommended that the Board of Trustees authorize the treasurer or assistant treasurer to execute the necessary documents to lease the described location to Cricket Communication for a period of up to 20 years, at a rate comparable to the other five tower tenants.
Western Michigan University
Board of Trustees
Budget and Finance Committee

Howard Street Plaza Lease

Background

On November 1, 2000 the University purchased some property and buildings located at 907 Howard Street and 916 Buckhout Street. That transaction included the transfer of four leases to the University for the four businesses that shared the building at 907 Howard St. The revenue from these leases is intended to help pay the debt service used to complete the purchase.

Included in the purchase was a smaller Barber shop located at 916 Buckhout. The property owner vacated that building as the property was purchased. Since then, the University has marketed the Barber Shop with the intent to lease it for a similar purpose. The University has found three interested parties who have signed a letter of intent to enter into a lease with the University for two years at the monthly rate of $750. Jessie Bates, Larry Williams and Andrew Brown will begin proving hair styling services to the campus this fall.

The lease form is still being negotiated, but will be similar in form to the other four tenants.

Recommended Motion

It is recommended that the Board of Trustees authorize the treasurer or assistant treasurer to execute the necessary documents to lease the described location to for a period of two years at the monthly rate of $750.00
**Western Michigan University**  
Board of Trustees  
Budget and Finance Committee  

**Agenda Item No. 13**  
July 6, 2001

---

**Subway Real Estate Corp. Lease**

**Background**

In November 1988 the Bronco Mall opened in the lower level of the Bernhard Center with several tenants. Currently, McDonalds, Little Caesar’s, a WMU Bookstore Card Shop, Micros & More and National City Bank are located in the mall. There is a vacant site where a McDonalds-owned coffee shop, Lorico’s, closed in September of 2000.

The Administration is proposing a two-year lease with Subway Real Estate Corp., where the University would place a Subway Sandwich Shop. Subway would have the option of extending for up to eight additional one-year periods. Subway would be responsible for costs associated with remodeling the storefront. The attached lease describes the physical location and terms of the agreement.

In the interest of continuing to serve the needs of our campus population, Subway was chosen as a result of a student survey taken by students in the Haworth College of Business.

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**Recommended Motion**

It is recommended that the Board of Trustees authorize the treasurer or assistant treasurer to execute the necessary documents to lease the described location to Subway for a period of up to 10 years.
Kalamazoo County Health Plan

Background

A new entity (a 501c4 tax-exempt organization) is being created for the purposes of applying for federal matching funds. These funds are intended to fill the gap which currently exists in Kalamazoo County for uninsured individuals who do not qualify for Medicaid dollars. These are typically people who are employed, but whose jobs provide no medical coverage.

Western Michigan University has been invited to join with seven other entities: both local hospitals, Bronson and Borgess, Kalamazoo County, the Kalamazoo Foundation, the Kalamazoo Academy of Medicine, Healthy Futures and the Family Health Center, in forming this new entity. To date, there are three counties in the state (Wayne, Ingham and Muskegon) that have begun such programs, and there are eight others, including Kalamazoo, in various stages of implementation.

In Ingham County, Michigan State University has joined a similar organization. In speaking with their staff, their rationale was that, by reviewing their financial aid data, it appeared highly likely that many students’ families fit into the uninsured classification. Further, MSU students in that category would become a financial drain to not only MSU, but the local hospitals and medical caregivers as well; or worse, would not receive needed medical attention.

The mechanics of the process are still being worked out, but essentially what will happen is that qualifying dollars from member organizations will be sent to the federal matching network. Within five business days, they are returned along their matching funds. The original monies are returned to the member, and the matching funds are retained by the corporation to provide direct health care to the uninsured participants. In WMU’s case, the matching funds may be returned directly to WMU, where the University could directly assist students with uncovered medical costs.

The Administration has been advised that should this program not fit the long-term needs of the University and its students, WMU could withdraw from the organization with no financial penalty. Attached for your review are draft copies of both the articles of incorporation and the bylaws.

Recommended Motion

The Board of Trustees hereby authorizes the President to execute the necessary documents, and to appoint a University representative, to facilitate becoming a member of the 501(c)4 corporation, Kalamazoo County Health Plan Corporation, to serve the needs of the uninsured in Kalamazoo County.
Calhoun Area Millennium Partnership, L.L.C.

Background

The Calhoun Area Millennium Partnership, L.L.C. (CAMP), was organized in October, 2000 by three originating members: the Miller Foundation, Battle Creek Unlimited and Kellogg Community College. The original agreement anticipated the possibility of additional members as its mission grew.

CAMP's membership is proposed to expand to five members by including Calhoun Intermediate School District and Western Michigan University. The financial commitment of all five organizations is $100,000 per year, for a three-year period. Currently, CAMP has three primary goals:

- The installation of a fiber optics infrastructure to serve the Battle Creek and Marshall areas;
- To enhance the operations of, and enable the full development of WMU's College of Aviation; and
- The establishment of a research and development area for e-Learning

The last of these goals could be a springboard for global delivery of not only Aviation courses, but other University offerings as well.

Attached are:

- "Supplement to Operating Agreement" (admitting the two new members)
- Member Resolution empowering manager of organization

The original "Article of Organization" and the "Operating Agreement" are on file in the Board of Trustees office.

Recommended Motion

It is recommended that the Western Michigan University Board of Trustees authorize the University's membership in the Calhoun Area Millennium Partnership, L.L.C., and further, that the Administration be authorized to execute necessary documents, and take actions required to effect this partnership and participation in CAMP.
SUPPLEMENT TO OPERATING AGREEMENT

This Supplement to Operating Agreement (this “Supplement”) is executed as of July 1, 2001, by Western Michigan University, a university organized under Michigan law, and Calhoun Intermediate School District, an intermediate school district organized under Michigan law (collectively the "Additional Members" and each an "Additional Member").

WHEREAS, the Initial Members of Calhoun Area Millennium Partnership, L.L.C., a Michigan limited liability company (the “Company”), have executed and delivered the Operating Agreement of Calhoun Area Millennium Partnership, L.L.C. (the Operating Agreement”); and

WHEREAS, the Company and all of its Members have agreed to admit each of the Additional Members and to issue to each of the Additional Members an Interest; and

WHEREAS, it is a condition to the admission of each of the Additional Members that each of the Additional Members becomes a party to the Operating Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Additional Members, intending to be legally bound, hereby agrees as follows:

1. Capitalized terms used herein shall have the respective meanings set forth in the Operating Agreement.

2. By the execution and delivery of this Supplement, such Additional Member shall be bound by and shall perform all of the covenants, promises, undertakings and agreements set forth in the Operating Agreement to the same extent as if the undersigned had been an original signatory of the Operating Agreement.

3. Upon the execution and delivery of this Supplement, such Additional Member shall fund its Capital Contribution commitment to the Company and shall acquire the Interest in the Company set forth in Schedule 3.1 attached hereto.

4. This Supplement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accordance with the laws of the State of Michigan.
IN WITNESS WHEREOF, each of the Additional Members has executed this Supplement as of the day and year first hereinabove set forth.

WESTERN MICHIGAN UNIVERSITY

By: ____________________________________________
    Dr. Elson S. Floyd
Its:   President

CALHOUN INTERMEDIATE SCHOOL DISTRICT

By: ____________________________________________
    Christopher A. Wigent
Its:   Superintendent

The Initial Members hereby set forth their consent to the admission of each of the Additional Members and the issuance to each of the Additional Members of the Interest set forth in Schedule 3.1 attached hereto.

KELLOGG COMMUNITY COLLEGE

By: ____________________________________________
    Paul R. Ohm
Its:   President

THE MILLER FOUNDATION

By: ____________________________________________
    Fred M. Woodruff, Jr.
Its:   President and CEO

BATTLE CREEK UNLIMITED

By: ____________________________________________
    James F. Hettinger
Its:   President
## SCHEDULE 3.1

**MEMBERS; CAPITAL CONTRIBUTION COMMITMENTS; PERCENTAGE INTERESTS**

<table>
<thead>
<tr>
<th>Member</th>
<th>Capital Contribution Commitment</th>
<th>Percentage Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kellogg Community College</td>
<td>$300,000.00*</td>
<td>20%</td>
</tr>
<tr>
<td>450 North Avenue</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battle Creek, Michigan 49017</td>
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<tr>
<td>2. The Miller Foundation</td>
<td>$300,000.00*</td>
<td>20%</td>
</tr>
<tr>
<td>310 WahWahTaySee Way</td>
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<tr>
<td>Battle Creek, Michigan 49015</td>
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<td>3. Battle Creek Unlimited</td>
<td>$300,000.00*</td>
<td>20%</td>
</tr>
<tr>
<td>4950 West Dickman Road</td>
<td></td>
<td></td>
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<tr>
<td>P.O. Box 1438</td>
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<tr>
<td>Battle Creek, Michigan 49106</td>
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<tr>
<td>4. Calhoun Intermediate School District</td>
<td>$300,000.00**</td>
<td>20%</td>
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<tr>
<td>17111 G. Drive N</td>
<td></td>
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<tr>
<td>Marshall, Michigan 49068</td>
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<tr>
<td>5. Western Michigan University</td>
<td>$300,000.00**</td>
<td>20%</td>
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<tr>
<td>3060 Seibert</td>
<td></td>
<td></td>
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<tr>
<td>Administration Building</td>
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<tr>
<td>1903 West Michigan Avenue</td>
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<tr>
<td>Kalamazoo, Michigan 49008</td>
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*Kellogg Community College, The Miller Foundation and Battle Creek Unlimited will make their respective Capital Contributions in three (3) annual installments of $100,000 each in 2000, 2001 and 2002 (at such time as the Managers request).

**Western Michigan University and Calhoun Intermediate School District will make their respective Capital Contributions in three (3) annual installments of $100,000 each on or after July 1, 2001, 2002, and 2003 (in each case as the Managers request).
The undersigned, being all of the members of Calhoun Area Millennium Partnership, L.L.C. (the "Company"), HEREBY CONSENT in writing, and without meeting, pursuant to the Michigan Limited Liability Company Act and Paragraph 3.5(d) of the Operating Agreement of the Company, to the following actions required or permitted to be taken at any meeting of the members:

The approval and adoption of the resolutions attached hereto, made a part hereof and identified in Exhibit "A".

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of July 16, 2001.

KELLOGG COMMUNITY COLLEGE

By: ____________________________
    Paul R. Ohm
Its: President

THE MILLER FOUNDATION

By: ____________________________
    Fred M. Woodruff, Jr.
Its: President and CEO

BATTLE CREEK UNLIMITED

By: ____________________________
    James F. Hettinger
Its: President

WESTERN MICHIGAN UNIVERSITY

By: ____________________________
    Dr. Elson S. Floyd
Its: President
CALHOUN INTERMEDIATE SCHOOL DISTRICT

By: Christopher A. Wigent
Its: Superintendent

Being all the Members of the Company
EXHIBIT "A"

CALHOUN AREA MILLENIUM PARTNERSHIP, L.L.C.

Resolutions of the Members

WHEREAS, it is desirable for Calhoun Area Millennium Partnership, L.L.C., a Michigan limited liability company (the "Company"), to elect managers;

NOW, THEREFORE, IT IS RESOLVED as follows:

1. That the following individuals are hereby elected to serve as managers of the Company and shall assume the duties of the managers until their successors shall be chosen and qualify:

   Name
   
   Paul R. Ohm
   Fred M. Woodruff, Jr.
   James F. Hettinger
   Christopher A. Wigent
   Elson S. Floyd

2. That the managers of the Company are hereby authorized and empowered to take or cause to be taken all such further actions and to execute all such further agreements, documents, certificates and undertakings in the name and on behalf of the Company which they may deem necessary or appropriate for the Company to carry out the obligations of the Company under, to carry out the intent of and to accomplish the purpose of the foregoing resolutions; and

3. That all actions heretofore taken by any of the managers in connection with the foregoing resolutions be, and they hereby are, ratified and approved in all respects.
LEASE

This agreement made and entered into this _____ day of ____________, 2001 by and between the Board of Trustees of Western Michigan University, a constitutional body corporate (hereinafter “Lessor”), and Subway Real Estate Corp, a Delaware Corporation, and having its usual place of business at 325 Bic Drive, Milford, Connecticut 06460-3059 (hereinafter “Lessee”). In consideration of the mutual covenants herein contained the parties agree as follows:

1. Demised Premises: Lessor for and in consideration of the covenants contained in this Lease and made on the part of the Lessee, demises and leases unto Lessee, and Lessee leases from Lessor a portion of the Bernhard Center (“Building”) on the land identified as Western Michigan University, Kalamazoo, Michigan (“University”) the location of which is designated in Exhibit A to this Lease. The demised premises consists of a ground floor space in the “Bronco Mall” containing approximately 1166 (One Thousand One Hundred and Sixty-Six) square feet and remote storage space containing approximately 220 (Two Hundred and Twenty) square feet (collectively the “demised premises”). The demised premises are more particularly described on the building plan attached to this Lease as Exhibit B.

Together with all common ways and areas within the building of which the demised premises forms a part, and together with such areas of the building Lessee requires for trash purpose, for loading and unloading Lessee’s supplies through the rear of the building, for venting Lessee’s equipment, and for the installation, repair and maintenance of Lessee utility lines, with access thereto throughout the term of the Lease and any extension of this Lease, as approved by Lessor.

2. Term: The term of this Lease is two (2) years beginning upon the Lessee’s acceptance of the premises by executing this Lease. It is anticipated that this Lease shall commence on August 20, 2001.

Lessee has the option of extending this Lease for eight (8) consecutive periods of one (1) year. If Lessee wishes to exercise its option to renew Lessee will give Lessor ninety (90) days written notice prior to the expiration of the current term. For the purpose of this section only, notification via facsimile will be deemed sufficient. In order to clarify the parties notice responsibilities for renewals and for no other purpose, Lessee and Lessor agree that this Lease shall commence on August 20, 2001 and the initial term shall expire on August 19, 2003. Any and all option terms shall be determined from these stipulated dates.

3. Rent: Shall be paid at the rate of $15,000.00 (Fifteen Thousand Dollars) per year paid in twelve equal monthly installments of $1,250.00 (One Thousand Two Hundred Fifty Dollars) or 8% (Eight Percent) of the gross annual sales generated
by Lessee or any sublessee, franchisee, or tenant, whichever is greater. The monthly installments shall be made and an annual audit shall determine if additional payments are required under this section. (For example: If Lessee or any sublessee, franchisee or tenant of Lessee generated $200,000 (Two Hundred Thousand Dollars) in gross sales during the first year of operation, $15,000.00 (Fifteen Thousand Dollars) would have already been paid pursuant to the regular monthly payments of this section, and an addition $1,000 (One Thousand Dollars) would be due as the greater amount of the flat rental fee and the percentage of sale.) In the event Lessee occupies the premises other than on the first day of a month, Lessee shall pay a prorated amount of rent.

The equal installments shall be due on or before the 5th day of each month during the term of this Lease. Any payment made after the 5th day of the month shall be subject to a late fee of 1.5% per month, or, in the event the 1.5% figure is deemed to violate Michigan law, the greatest amount allowed by Michigan law.

The annual sales adjustment shall be conducted within 30 days of each anniversary date of the execution of this Lease and additional payments, if applicable, shall be made within 45 days of each anniversary date of the execution of this Lease.

4. Soda Sales: Lessee will exclusively sell Coca-Cola products for its soft-drink selections.

5. Audit Rights; Rent Commencement; Rent Payment:

A. Lessor shall have the right upon reasonable notice to Lessee to audit Lessee’s records on an annual basis and in the event the audit discloses a 5% discrepancy Lessee shall reimburse Lessor for the cost of the audit. Lessee shall submit monthly sales reports. Said sales reports shall be submitted to Lessor no later that the 15th of the following month (i.e. January’s report would be due by February 15) and shall be in the original form prepared by Lessee or any sublessee.

B. Lessee’s liability for rent shall commence to accrue on the date when Lessee opens for business.

C. If a rental payment due the Lessor is not paid within thirty (30) days after written notice from Lessor, Lessor shall have the right to terminate this Lease and Lessee shall pay all rent and sums owed to lessor.

D. All rental payments shall be mailed to Lessor’s address set forth in Article 27(E) or such other address as Lessor may designate in writing.

The terms and conditions in this lease shall apply for any additional option period.
6. Facilities and Operation:

A. Design and Construction: Prior to commencement of its initial construction, Lessee shall submit to Lessor, for its approval, plans and specifications for Lessee's improvements. Lessor shall have the right to approve the plans as to their architectural compatibility with the balance of Lessor's structure. Failure of the Lessor to approve or reject the plans within thirty (30) days from receipt shall be deemed to be a grant of approval. Lessee shall provide, install and maintain, at its own expense, all equipment and furnishings necessary to operate its facilities.

B. Operation: Lessee shall operate the facilities from 7:30 a.m. to 11 p.m. Monday through Thursday; 7:30 a.m. to midnight on Fridays; 8:00 a.m. to midnight on Saturdays; and 10:00 a.m. to 11:00 p.m. on Sundays as to top quality operation. However, Lessor may approve modification of these operating hours for periods of student vacation, breaks, or general University closure; in addition, Lessor agrees to allow Lessee to close and not operate during those same days it allows other food service tenants in the Bernhard Center to close and not operate. Notwithstanding anything in this section to the contrary, Lessee shall not be required to continuously operate during those non-profitable hours at the beginning and end of these operating shifts provided Lessee first gives Lessor notice and sufficient documentation of non-profitability for the requested nonoperating hours. Lessor shall have the right to inspect Lessee's sales records on a periodic basis and require Lessee to resume operations for hours in which records or other proof show that Lessee's gross sales are $45/hour or more per hour. Lessor may require additional minimum hours or days of operation, but Lessee shall not be required to continuously operate during the non-profitable hours as described above.

"Non profitable" shall mean those periods when Lessee's gross sales are less than forty-five dollars ($45.00) per hour.

Lessee may open and remain open for additional hours. Lessee shall cooperate with Lessor to accommodate any special function or events sponsored by Lessor.

C. Quality of Service:

1. Lessee shall conduct its operations in an orderly manner and so as not to annoy, disturb or be offensive to customers, patrons or others in the building.
2. Lessee shall control the conduct, demeanor and appearance of its officers, members, employees, agents and representatives and upon the objection of Lessor concerning the conduct, demeanor or appearance of any such person, Lessee shall immediately take all necessary steps to correct the cause of such objection. Lessee agrees to maintain discipline among its employees in accordance with established policies and procedures consistent with the policies and practices of Western Michigan University.

3. Lessee shall take good care of the demised premises, shall use the same in a careful manner and shall, at its own cost and expense, keep and maintain the demised premises in constant, good and substantial condition and repair, and upon the expiration of this Lease, or its termination in any manner, shall deliver the demised premises to Lessor in as good a condition as the same shall be at the commencement of this Lease, loss by fire or other casualty and ordinary wear and tear the only exceptions.

4. Lessee shall furnish good, prompt and efficient service, adequate to meet all reasonable demands therefore.

5. Lessee shall sell only the best quality merchandise listed on the menu attached as Exhibit C, which has been approved by Lessor.

D. Lessee shall interview and consider for its staff of food service employees as many Western Michigan University students as is reasonable and practicable, with due consideration for Lessee's commercial interests. Lessee shall not and shall not be or become obligated to discriminate against any individual or group of individuals by virtue of the foregoing.

E. Health Examination: Lessee shall cause all of its employees assigned to duty on the demised premises to submit to periodic health examinations as required by law and to submit satisfactory evidence of compliance with all health regulations to Lessor's health center upon written request. The cost of such health examination shall be a direct cost of operations and paid by Lessee.

F. Personnel: Lessee shall at all times maintain an adequate staff of its employees on Lessor's premises for efficient operation and to provide competent, experienced management personnel to operate the food and beverage service in a cooperative and personal manner.

G. Cooperation: Lessor and Lessee's managers shall meet together on a regular basis. Lessee's manager shall cooperate with Lessor in enforcing Western Michigan University policies. Lessor's staff shall promptly notify Lessee's managers of any special event to be held at Western
Michigan University and Lessee shall assist in the planning and preparation for such programs. Lessor and its employees and agents shall have access to all areas of the premises during normal service hours. Lessor’s security and maintenance personnel shall have access to all areas of said demised premises at all times to protect Western Michigan University, Lessee and others in case of emergency. At the end of each academic year, Lessee agrees to meet with Lessor and student representatives selected by Lessor to review Lessee’s performance which shall include pricing, value and quality; and they shall further discuss student recommendations and future operations.

H. Access: Notwithstanding anything contained in this Lease to the contrary, Lessor and Lessor’s agents shall have the right to enter the demised premises only upon the following terms and conditions:

1. Provided at least twenty-four hours (24) notice has been given to Lessee, to inspect the demised premises or show the same to prospective purchasers or mortgagees, during regular business hours only;

2. Provided at least forty-eight (48) hours, except in case of emergency, written notice specifying the nature of the contemplated work has been given to the Lessee to make repairs or alterations to structures, utilities, equipment or other elements serving other portions of Lessor’s building, during non-business hours only.

3. In the event of any emergency threatening injury to persons or property, to enter the demised premises at any time to make the minimum repairs or treatment necessary;

4. Provided at least twenty-four (24) hours notice has been give to Lessee, to exhibit the demised premises to prospective tenants during the last six (6) months of the term only.

In the event Lessor enters the demised premises to make repair or alterations as permitted by this provision, Lessor agrees to indemnify, defend and protect Lessee from and against all claims, injury, damage, costs or expenses of any nature arising out of or relating to Lessor’s repairs or alterations and to restore the demised premises to substantially the same condition as they were prior to Lessor’s entry. However, when the entry and repairs by Lessor are due to an emergency threatening injury to persons or property caused by or resulting from the acts, negligence, errors or omissions of Lessee, its officers, members, employees, agents, representatives independent contractors or customers, the
provisions of this paragraph shall not apply, except that Lessor shall be obligated to indemnify, defend, and protect Lessee from and against all actions, injuries, damages costs or expenses of any nature arising out of or relating to Lessor's acts, negligence, errors or omissions in making such repairs and alteration to the demised premises.

7. Facilities and Services Provided by Lessor: Lessor shall pay for and provide:

A. Utilities: Lessor will provide heat, air conditioning, domestic cold water and sanitary sewer lines to the demised premises as they are currently furnished as part of the rent at no additional charge to Lessee. In addition, Lessor will provide electricity to the facility as it is currently furnished and will meter usage of same which will be charged to Lessee at the following rates: Electricity: six cents per kilowatt hour. In the event Lessee needs natural gas, Lessor shall supply it on a cost basis as a pass through cost to Lessee and Lessee shall pay Lessor's actual costs in supplying said natural gas. Lessor reserves the right to raise gas and electric rates on the annual anniversary date of the commencement of operations of Lessee only to the extent Lessor's rates have changed. Lessee shall be responsible for all repairs to utilities within and exclusively serving the demised premises and Lessor shall be responsible for repairs exterior and up to the demised premises. Telephone service will be provided by Lessor's telecommunication department and billed to Lessee for services utilized. Prior to the commencement of construction, Lessee shall satisfy itself as to the adequacy of all utilities. If any of the utilities specified are not adequate in Lessee's opinion for its operation, Lessee may either upgrade the utilities at its expense or terminate the Lease. However, Lessor shall have the option of upgrading the utilities at its own expense in lieu of Lessee's termination right. Lessor agrees to notify Lessee in writing of Lessor's election to upgrade the utilities within twenty (20) days of its receipt of Lessee's notice of termination. If Lessor exercises this option, Lessee agrees that the modification required shall be reasonable and no more than is adequate for Lessee's operation. Lessor agrees to complete such upgrade within thirty (30) days of its notice to Lessee of such election, or longer period as approved by Lessee.

1. In the event Lessor supplies electricity or other utilities to Lessee, Lessor agrees that charges to Lessee will in no event be greater than Lessee would pay if Lessee purchased the utility directly from the appropriate public or governmental utility.

2. If Lessor should elect to discontinue supplying any such utility, Lessor agrees to give Lessee at least sixty (60) days notice and to cooperate with Lessee in obtaining a replacement utility service from the appropriate public or governmental utility.
3. In the event an interruption of service should result from Lessor's negligence, omission or fault, and should Lessee's business be materially interrupted thereby, Lessee's rent and other charges shall abate until such service is restored.

B. All repairs exterior to the demised premises except those caused by the negligent or wrongful acts, omissions, or errors on the part of Lessee or its officers, members, employees, agents, representatives, sublessees or independent contractors. In the event Lessee is responsible for the repairs, Lessee may elect to make the repairs at its sole cost provided all repairs comply with all applicable collective bargaining agreements, codes, regulations, and laws and meet with Lessor's reasonable approval. If Lessee is responsible for the repairs, Lessor shall notify Lessee in writing within ten (10) days of the damage and shall not commence repairs until Lessee notifies Lessor of Lessee's election whether or not to make the repairs as described below; if Lessee fails to so notify Lessor in writing within twenty (20) days after Lessor's written notice of the need for repairs, Lessee shall be deemed to waive its right to repair. If Lessee elects not to make the repairs, it shall reimburse Lessor for costs of repairs within thirty (30) days after billing by Lessor. In the event Lessee believes Lessor's bill for repair is unreasonable, Lessor shall submit documentation to support the bill and Lessee shall have the right to review all supporting records, documents, and invoices.

C. Employee parking: Lessor shall make available for purchase by Lessee, at the same cost as applies to faculty/staff employees of Western Michigan University, a sufficient number of parking stickers for the Lessee's non-student employees who are employed at the Bernhard Center Subway restaurant. Lessor hereby grants to Lessee, its employees, agents, contractors, and invitees, the right of vehicular ingress and egress on the campus of Western Michigan University subject to all rules and regulations established by Western Michigan University for parking and traffic control; application of such rules and regulations shall be non-discriminatory. Western Michigan University student employees will be required to purchase a student parking sticker like all other on-campus employees.

D. At no cost to Lessee, Lessor shall provide regular trash removal and recycling service at the receiving dock. Lessee shall place trash and garbage in containers at the receiving dock; Lessor shall remove the trash on a daily basis from the dock.

8. Facilities and Service Provided by Lessee: Lessee shall provide:
A. Dining Room Cleaning: Unless alternate arrangements are made to the contrary, Lessee agrees to clean or have cleaned the demised premises, including any dining area contained in the demised premises at its own costs. and With regard to the common dining area of the Bronco Mall, Lessee shall clean or have cleaned said common area during the hours of Lessee's operations and in the event said services are performed by employees other than Lessee's employees Lessee shall pay for the service at a pro rated share.

Cleaning will include, but not be limited to, cleaning tables of customer refuse from Lessee's business, wiping tables and chairs used by Lessee's customers as needed, picking up refuse from Lessee's business from the floor of the dining area and the common walkways, cleaning up food and beverage spills from Lessee's customers and employees, sharing in the responsibility to empty trash containers and returning Lessee's trays to the demised premises. Any cleaning work will be done to the reasonable satisfaction of Lessor.

B. Devices or registers for recording original sales.

C. All internal construction of the demised premises.

D. Air conditioning, heating, and exhaust system required by Lessee, in the demised premises beyond that which is supplied by Lessor at the time of signing this Lease.

E. All internal finishing of the demised premises such as ceilings, walls, decorations, furnishings, including Lessee's identification signage which signage is subject to prior approval of the Lessor, which approval shall not be unreasonably withheld.

F. All electrical systems, lighting fixtures and connection of utilities to operating equipment in the demised premises.

G. All operating equipment in the demised premises.

H. All interior maintenance and repair of the demised premises including the replacement of light bulbs, tubes and ballast.

I. All plumbing systems and fixtures in the demised premises.

J. If needed transformer for 480/277 Volt System with step down to Lessee's needs.

9. Use alteration and title to improvements: Lessee shall have the right to use and/or
occupy the demised premises only for a submarine sandwich restaurant owned and operated by Lessee or Lessee’s sublessee.

Lessee shall have the right during the term of this Lease to make or permit any sublessee to make, non-structural alterations and improvements to the demised premises from time to time, except that all changes shall be first approved by the Lessor as if it were initial construction, which approval shall not be unreasonably withheld. However, Lessor’s approval as to changes to interior décor shall not be required, provided that all changes comply with the applicable codes and regulations. Any and all improvements or alterations made to the demised premises by Lessee and all salvage from such work shall be and remain the property of Lessee or sublessee, as the case may be, at all times during the term of this Lease and any extensions or renewals of this Lease.

Lessee shall have the right to remove any such alterations and improvements at any time during the term of this Lease or any extension or renewal of this Lease for a period of thirty (30) days after the termination of this Lease, or any extension or renewal of this lease, by lapse of time or otherwise and, for such purpose, to enter upon the demised premises. However, Lessee shall not be required to remove any such alterations or improvements and Lessee’s failure to do so after the expiration of such period of thirty (30) days shall be deemed abandonment thereof, whereby the same shall, thereupon be and become part of the real estate with title thereto vesting in the owner of the land.

10. Assignment and subletting: Lessee may not without the consent of Lessor which consent shall not be unreasonably withheld, sublease or assign this Lease or its rights under this Lease except Lessee may always assign or sublet the demised premises to a wholly owned subsidiary of Lessee or to a qualified licensee or franchisee of Doctor’s Associates Inc. provided Lessee furnishes subsequent written notice including the name to Lessor, and provided the proposed sublessee has successfully competed Lessee’s franchise training program and shall continue to operate the subject restaurant in the demised premises. Lessor acknowledges that the proposed sublessee has been approved by normal review procedures which include inquiries into applicant’s financial statement, credit, criminal and business histories, educational background, personal interviews, and the completion by the franchisee of the Subway business management school. In the event of a sublease, Lessee shall remain liable for the payment of all rent required to be paid under this Lease and for the performance of all terms, covenants and conditions undertake by Lessee.

11. Lessee’s covenants: Lessee covenants and agrees that during the term of this Lease and for such time as Lessee or any person claiming under it, shall hold the demised premises or any part of the demised premises:

A. Rent: To pay the rent on the days and in the manner aforesaid.
B. Liens: Not to suffer the estate of the Lessor in the demised premises at any time during the term to become subject to any lien, charge or encumbrance whatsoever, and to indemnify and keep indemnified Lessor against all such liens, charges and encumbrances; it being expressly agreed that Lessee shall have no authority, express or implied to create any lien, charge or encumbrance upon the estate of the Lessor in the demised premises.

C. Repairs: To keep Lessee’s improvements installed upon the demised premises in good condition and repair. Upon the termination of this Lease, either by lapse of time or otherwise, Lessee shall surrender yield and deliver up the demised premises in such condition as it shall then be, less normal wear and tear and subject to damage and destruction of the premises by a fire or other casualty.

D. Insurance: Lessee shall furnish Lessor with a Certificate of Insurance in form acceptable to Lessor, certifying that Lessee carries worker’s compensation insurance in accordance with the laws of the State of Michigan, commercial liability insurance (including products, premises operation, blanket contractual and broad form property damage liability) insuring bodily injury and property damage liability with limits of not less than $1,000,000 each occurrence and $2,000,000 aggregate. Fire damage legal liability insurance shall be provided in an amount not less than $250,000. In the event Lessee commences deliveries of food on University property, automobile liability insurance shall be provided in an amount not less than $1,000,000 for bodily injury, death or property damage. Additionally, Lessee shall maintain all risk insurance, insuring the Lessor’s furniture fixtures and equipment utilized by Lessee in an amount not less than $1,000,000 for damage or loss caused by or resulting from the acts, omission, or errors of Lessee, Lessee’s agents, officers, employees, representatives, sublessees or independent contractor. Lessee agrees to provide insurance at its expense in the amount of $1,000,000 for damage occurring to the Bernhard Center and the property contained therein and the demised premises caused by or resulting from wrongful or negligent acts, omissions, or errors of Lessee, its officers members; employees, agents, representatives, sublessees and independent contractors. Western Michigan University, its Board of Trustees, representatives, agents, and employees shall be endorsed as additional insureds on said policy/policies. Such policies shall be in effect and maintained throughout the entire term and extensions and option periods of this Lease and shall contain a covenant of the insurance company(ies) requiring sixty (60) days written notice first be given to Lessor before any cancellation, reduction or modification. Such notice shall be by certified mail sent to the direction of the Bernhard Center. Such policies shall also be primary and non-contributing with any insurance carried by Western Michigan University and shall contain a severability of interest clause.
Lessor shall not be indemnified or held harmless for its negligence and willful misconduct or the negligence and willful misconduct of its agents, successors, and assigns. Lessor agrees that Lessee may satisfy insurance limits over $1,000,000 if any by means of an excess liability policy which provides coverage in the amounts specified above.

E. Sprinklers: If the "sprinkler system" or any of it appliances shall be damaged or injured or not in proper working order by reason or any act or omission of Lessee, Lessee's agents, servants, employees, licenses or visitors, Lessee shall restore the sprinkler system to good working condition at its own expense.

F. Signs: Lessee may install such exterior signage as is shown on Exhibit D provided that any changes to such signage shall first be approved by Lessor, which approval shall not be unreasonably withheld. Any disapproval shall state the reason therefore and absent notice of disapproval within thirty (30) days of submission of the plans by Lessee, the plans shall be deemed approved. Notwithstanding anything in this lease to the contrary, Lessee may use the Franchisor's standard logo and colors. With regard to interior signage, Lessee may use the Franchisor's standard Subway neon tubing/banding and window advertising, including but not limited to neon "open" signs and static clings.

G. Taxes: Lessee shall pay all taxes and other costs lawfully assessed against its leasehold interest in the demised premises, its improvements and its operations under the Lease provided that Lessee shall not be deemed to be in default of its obligation under this Lease for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes.

H. Rules and regulations: Lessee and Lessee's agents employees and licensees shall comply with the terms and conditions of any rules and regulations as they may from time to time be established or amended for the Bernhard Center.

I. Non-discrimination: Lessee for itself, its agents representatives successors in interest, and assigns as a part of the consideration of the Lease covenants and agrees that:

1. No person because of race, color, religion, disability, national origin, age, sex, height weight, or marital status shall be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination in the use of facilities, or the construction of improvements on, over or under the demised premises, and the furnishing of services and employment thereon. Lessee will take positive steps to insure that applicants are
employed and that employees are treated during employment, without regard to their race, color, religion, disability, national origin, age, sex, height, weight, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

2. Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that it is an equal opportunity/affirmative action employer.

3. Lessee shall comply with all federal and Michigan laws and published rules, regulations, directives and orders of the Michigan Civil Rights Commission.

4. Lessee shall also comply with all federal and Michigan laws, as amended, concerning the civil rights of persons with handicaps and disabilities.

5. Lessee shall include, or incorporate by reference, the provisions of the foregoing paragraphs 1 – 4 in every subcontract or purchase order unless exempted by law or the rules, regulations or orders of the Michigan Civil Rights Commission, and shall provide in every subcontract or purchase order that said provisions shall be binding upon each subcontractor or seller.

12. Lessor’s covenants: Lessor makes the following covenants and warranties to the Lessee:

   A. Repairs and Maintenance: That Lessor shall maintain and keep in good repair and clean condition the exterior of the building, common areas and parking areas, if any. Lessor shall promptly comply with all present and future laws, orders and regulations of all federal, state and local governments, departments, commissions, and boards regarding the maintenance, repair or alteration of building if applicable.

   B. Building Code Violations: That if there are any building code violations on the exterior of the building or any portion of the building not leased to Lessee, which violation would affect Lessee’s receipt of any necessary approvals for the work Lessee intends to perform within the demised premises or which would prevent Lessee from obtaining a Certificate of Occupancy upon completion of its work or which would at any time prevent or hinder the Lessee’s business operations within the demised premises, Lessor will promptly commence the removal of such violations and complete such removal within a reasonable time.
C. Possession: That Lessee shall have sole and actual possession of the
demised premises, free and clear of all tenancies, whether oral or written,
within fourteen days after Lessee notifies Lessor that Lessee is ready to
commence construction.

D. Utilities: In the event that the utility service is interrupted to the demised
premises due to the need for maintenance and repair to the utility lines,
Lessor shall immediately commence the restoration and repair of the lines
and conduits in order that such utility service be resumed at the earliest
possible time.

E. Covenant of Title ant Quiet Enjoyment: That Lessor is well seized and has
good title to the building and demised premises free and clear of all liens,
encumbrances, tenancies and restrictions, except for existing bonding
obligations.

F. Access to demised premises: Subject to the rules and regulations issued by
the director of the Bernhard Center, Lessee its agents and servant, patrons
and invitees and his suppliers of service and furnishers of materials shall
have the right of ingress and egress to and from the demised premises.

G. Lessor acknowledges that Lessee is relying upon Lessor’s covenants,
representations and warranties in executing this Lease and that matters so
represented and warranted are material ones. Lessor, accordingly agrees
that any breach of warranty or misrepresentation shall be grounds for
Lessee to elect, at its option to terminate this Lease or cure the Lessor
defaults and deduct its costs to cure the defaults from rents thereafter
accruing; however, if any default of breach of Lessor cannot with due
diligence be cured within a period of thirty (30) days, and Lessor, prior to
the expiration of thirty (30) days from and after giving notice as aforesaid,
commences to eliminate the cause of such default or breach, then Lessee
shall not have the right to declare the term ended by reason of such default
or breach.

However, if the default or breach by Lessor is not cured, Lessee may then
cure the default and only then deduct its costs to cure the default from rent
thereafter accruing. These remedies are in addition to all other remedies
Lessee may have in law or in equity.

13. Condemnation: In the event of a total or partial condemnation of the University
or of the building or the demised premises which, in Lessee’s reasonable opinion
interferes with Lessee’s ability to continue in business, Lessee shall have the right
to terminate this Lease upon written notice to Lessor within thirty (30) days of the
date of title vesting in the condemning authority.
Lessee shall be entitled to prosecute a separate claim for its equipment, signage and improvements or moving expenses, but shall not diminish Lessor's claim for the building or reversionary interest in the land.

14. Termination:

A. Lessee agree that Lessor shall have the rights to terminate this Lease prior to the expiration of the term of this Lease in any of the following events:

   (i) Upon the neglect or refusal of Lessee, within thirty (30) days after receiving written notice of Lessor of failure to commence performance of any obligation under this Lease or to attempt to correct or remedy conditions existing on the demised premises which are unsatisfactory to Lessor insofar as they relate to attractiveness, cleanliness efficiency courtesy safety or sanitation of the facilities installed.

   (ii) Lessee's bankruptcy and failure to ratify the Lease within ninety (90) days.

B. In the event Lessor exercises it right to terminate, Lessee shall have no further rights duties or obligations under this lease except that all rents taxes and other monetary obligations that have been prepaid by either party shall be prorated for the applicable period and Lessee shall pay all rent and sums owed to the Lessor up to the date of termination. All improvements located on the demised premises on the date of the notice shall become the property of Lessor except that Lessee shall have the right to remove trade fixtures, machinery, equipment, furnishings, signs, and distinctive features of Subway and the subject restaurant from the demised premises. Lessee agrees to promptly repair any damage done to the building by the removal of the aforementioned items.

15. Lessor's right of re-entry and damage for lessee's default: If Lessee shall fail to pay any installments of rent promptly on the day when the rent shall become due and payable under this lease and shall continue in default for a period of thirty (30) days after written notice thereof by Lessor of default and demand for performance, then and in any event, and as often as any such event shall occur, Lessor may (A) declare the term ended and enter into the demised premises or any part of the demised premises, either with or without process of law and expel Lessee or any person occupying the demised premises in or upon the demised premises using such force as may be necessary to do so and to so repossess and enjoy the demised premises as in Lessor's former estate and or (B) relet the demised premises applying the rent from the new tenant on this Lease should a balance exist. If any default shall occur other than in the payment of money, which cannot with due diligence be cured within a period of 30 days and Lessee prior to the expiration of 30 days from and after the giving of notice as aforesaid
commences to eliminate the cause of such default then Lessor shall not have the right to declare the term ended by reason of such default, however, if the default is not cured Lessor may cure the default and charge the costs to Lessee as additional rent. These remedies are in addition to all other remedies Lessor may have in law or equity. However, in no event shall Lessee's liability for unpaid rent under this Lease exceed $15,000.00 (Fifteen Thousand Dollars).

16. Holding Over: In the event the Lessee continues to occupy the demised premises after the last day of the term of this Lease or after the last day of any extension of the term, and the Lessor elects to accept rent thereafter a tenancy from month to month only shall be created and not for any longer period.

17. Damage or Destruction: If the building which the demised premises forms a part shall be damaged or destroyed by fire or any other cause, Lessor shall, within a reasonable time from the date of the damage or destruction commence to repair or replace the building so that Lessee may continue in occupancy and the repairs and or replacements shall be completed within a reasonable time thereafter. It is further agreed, however, that the rent required to be paid under this Lease shall abate during any period of untenantability. In the event Lessor has not commenced construction or has not notified Lessee that it intends to commence construction within sixty (60) days from the date of the damage, then Lessee may, at any time thereafter terminate this Lease upon thirty (30) days written notice to Lessor or may and without further notice to Lessor, commence to repair or replace its demised premises with materials equivalent to those which existed prior to the damage, provided that all repairs comply with all applicable laws, codes and regulations. In the event Lessee makes such repairs or replacements Lessor shall be liable to Lessee for any and all reasonable costs and expenses of Lessee in making the repairs or replacements and Lessor shall be required to reimburse Lessee for any such reasonable costs and expenses which Lessee expends for replacement or repair of the improvements necessitated by the occurrence of a casualty. If Lessor fails to reimburse Lessee within thirty (30) days after receiving Lessee's invoice, Lessee shall have the right to deduct from the rent the amount of the invoice or institute legal action in law or equity to recover its expenses.

In the event Lessee elects to repair the demised premises as provided above then Lessee shall complete such repairs within one hundred and twenty (120) days from the date of damage. If Lessee fails to repair or replace the demised premises within such period or a longer period which has been approved by Lessor, Lessor shall have the right to terminate the Lease or to rebuild and the repair the demised premises.

It is agreed between the parties that if either the building of the demised premises cannot be replaced of repaired within one hundred and twenty (120) days after such damage, due to the inability of either party to obtain material or labor needed, strikes, acts of God of governmental restrictions that would prohibit, limit
or delay the construction, then the time for the completion of the repairs and replacement shall be extended accordingly; provided, however, that in any event if the repair or replacement of the building has not been completed within a period of one (1) year from the date of the damage or destruction, either party may at its option terminate this Lease.

In the case of any damage or destruction of the building or of the demised premises to the extent of 50% or more of either the building or the demised premises, Lessee may at its option to be evidenced by notice in writing given to Lessor within thirty (30) days after the occurrence of such damage or destruction in lieu of requiring repairing or replacing such building or demised premises elect to terminate this Lease as of the date of such damage or destruction. It is further agreed that in the event that any building or any part of the University is damaged or destroyed and as a result Lessee's sales for the year show a decrease of 20% or more from the previous lease year as defined in paragraph 3 above then Lessee may terminate this Lease upon giving six (6) months written notice to Lessor of the exercise thereof at any time thereafter except that Lessee shall not have the right to so terminate if the damage of destruction is cause by or results from the act, omission, error or negligence of Lessee, its officer, employees, member, agents, representatives, sublessees or independent contractors.

However, if the damage or destruction of the demised premises or the building is caused by or results from the act, omission, error or negligence of Lessee, its officers, agents, members, employees, representative, sublessees or independent contractors rent shall not abate and Lessee shall be liable to Lessor for any and all costs and expenses of Lessor in making the repairs or replacements to the demised premises and building originally constructed by Lessor and Lessee shall be required to reimburse Lessor for any such costs and expenses which Lessor expends for the replacements of the improvements (excluding Lessee leasehold improvements installed by Lessee and which Lessor shall not replace or expend any money toward replacing) premises and building necessitated. In such event, Lessee shall reimburse Lessor within thirty (30) days after receiving Lessor's invoice. Lessor shall have the right to add to the rent due to Lessor the amount of the invoice and or institute legal action in law or equity to recover its expenses and costs if such are not reimbursed by Lessee within the time period set forth above. If only the demised premises are damaged or destroyed by any cause other than one resulting from the act omission error or negligence of Lessor and Lessee elects to rebuild rather than to terminate the Lease, Lessee shall make the repairs or replacements to the demised premises at its sole cost, however rent will abate during the period of repair/replacement if the damage to the demised premises was not cause by or resulted from the act, omission, error or negligence of Lessee, its officers, agents, members, employees, representative, sublessees or independent contractors.

19. Interruptions: Lessor shall not be liable for interruption of Lessee's business due to civil or student unrest, disobedience, strike or sabotage except that rent shall abate for any time the Lessee cannot conduct business due to these causes. Lessor
shall have no liability to Lessee for utility or mechanical (including HVAC, plumbing, electrical) breakdown or mandated shut down that could cause disruption or suspension of Lessee’s business provided the same was not caused by the negligence or willful misconduct of Lessor and Lessor shall use its best efforts to repair such breakdowns to expedite resumption of said business.

20. Waiver of Claims; Subrogation and Indemnification: Each party agrees to hold harmless from and to indemnify the other party, its officers, board members, president, employees, agents, and representatives against any and all claims, liability and costs (including but not limited to attorney’s fees and costs) for injuries to all persons and damages to the demised premises or buildings due to the failure of such indemnifying party, its agents, servants or employees to adhere to its obligations pursuant to law of this Lease.

Lessee and Lessor waive any and every claim which arises or may arise in their favor and against the other party during the term of this lease or any renewal or extension of this Lease for any and all loss of, or damage to, the demised premises, the building or any of its property located within or upon the demised premises or the building, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies. This waiver shall be in addition to and not in limitation or derogation of any other waiver or release contained in this Lease with respect to any loss of, or damage to, the property of Lessor. Inasmuch as the above waiver will preclude the assignment of any such claim, by subrogation or otherwise, to an insurance company (or any other person) Lessor and Lessee agree immediately to give to each insurance company which has issued policies of fire and extended coverage insurance written notice of the terms of such waiver and to have such insurance policies properly endorsed, if necessary to prevent the invalidation of the insurance coverage by reason of such waiver. However, notwithstanding anything set forth above to the contrary, Lessee shall seek coverage from its own insurance companies and not the University’s insurance companies for reimbursement for damage, loss of or destruction of property (the building or demised premises) resulting from or arising out of the omissions, negligence or wrongful acts of Lessee, its officers, employees, agents, representatives, independent contractors or sublessees.

Lessee shall indemnify and save Lessor, Western Michigan University its president, officers, employees, agents and representatives from any and all claims, demands, suits, action, judgments and recoveries for or on account of damage or injury (including injury resulting in death) to the property or person of Lessee, its officers, employees, agents and representatives, customers, employees, or any other persons caused by or due to the action omissions or errors of the Lessee its officers, employees agents representative independent contractors or subleases or the maintenance or operation of the restaurant and the occupancy of the demised premises, except for the negligence or intentional act of Lessor or its agents.
21. Consent: Where Lessor's consent is required under this Lease such consent shall not be unreasonably withheld, and a demand for additional rent or modification of the terms of this Lease shall be deemed unreasonable. In the event Lessor fails to respond to a request for consent within thirty (30) days after written demand such request shall be deemed granted.

22. Memorandum of Lease. Upon the request of either party, Lessor and Lessee agree to execute acknowledge and record a short form memorandum of this Lease. The cost of all documentary stamps or conveyance or transfer taxes and recording fees shall be paid for by the party requesting the recording.

23. Non-disturbance agreements: Lessor agrees to provide Lessee with any non-disturbance agreements deemed necessary by Lessee concerning any lenders or underlying fees owners provided such agreements are first approved by Lessor's legal counsel. Such non-disturbance agreement will provide that so long as Lessee is not in default under the terms of this Lease, Lessee shall not be disturbed in its peaceful enjoyment of the demised premises described in this Lease. Lessee agrees to subordinate its leasehold estate to future mortgages or encumbrances only on condition that the instruments creating such mortgages or encumbrances contain an apt provision recognizing the existence of this Lease and agreeing that this Lease shall be terminated or otherwise affected in the event of a foreclosure sale default under such mortgages or encumbrances except as otherwise provided in this Lease.

24. Permits and approvals: Lessee shall promptly and diligently apply to the appropriate governmental authorities for such licenses, permits, and any other administrative approvals (hereinafter collectively called "permits") as may be necessary for Lessee, which shall be done in accordance with Lessee's plans and specifications as such plans and specifications may be hereafter changed or modified by Lessee. In no event shall Lessee commence remodeling of the demised premises if all of the plans and specifications of Lessee (including signage) have not been approved by Lessor or if the demised premises have not been made ready by lessor.

Lessee may terminate this Lease if Lessee through no fault or negligence of Lessee is unable to obtain all necessary permits and approvals required to construct Lessee's desired improvement within ninety (90) days of the effective date of this Lease. In the event Lessee has not obtained all necessary permits and approvals after such ninety (90) day period and Lessee desires an addition period of time to do so, then Lessee shall advise Lessor and Lessor agrees that Lessee shall have an additional period of ninety (90) days in which to obtain all permits and approvals.

25. Confidentiality Agreement: Lessor shall hold this agreement confidential except as to the extent that disclosure may be required by law or auditing or accounting
standards or procedures or in connection with a sale or transfer or financing of Western Michigan University or as otherwise agreed to by Lessee.

26. Lessee's right to terminate: Lessee may terminate this Lease for legitimate business reasons at any time after eighteen (18) months from the date the Lessee opens for business by serving written notice after said eighteen (18) month period on the Lessor and by delivering to Lessor an executed termination agreement suitable for recording. In such event this Lease shall terminate six (6) months after the date of the notice. Legitimate business reasons shall be defined as operating said business in a condition in which the cost of operating said business exceeds the gross revenues of said business for a period of nine consecutive months.

In the event Lessee exercises its above right to terminate, Lessee shall have no further rights, duties or obligations under this Lease except that all rents, taxes, and other monetary obligations that have been prepaid by either party shall be prorated for the applicable period. All improvements located on the demised premises on the date of the notice shall become the property of the Lessor except that Lessee shall have the right to remove trade fixtures, machinery, equipment, furnishings, signs, and distinctive features of Subway and the subject restaurant from the demised premises. Lessee agrees to promptly repair any damage done to the building by the removal of the aforementioned items.

27. Miscellaneous Provisions;

A. Invalidity: If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease, shall not be affected thereby.

B. Successors: The terms, conditions, covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties to this Lease their heirs, personal representatives, successors or assigns and shall run with the land and where more than one part shall be Lessors under this Lease the Lessor whenever used in this Lease shall be deemed to include all parties to this Lease jointly and severally.

C. Modifications: No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both Lessor and Lessee.

D. Construction: The captions appearing in this Lease are inserted only as a matter of convenience and in no way define limit construe or described the scope or intent of such paragraphs of this Lease or in any way affect this Lease. Any gender used in the Lease shall be deemed to refer to any other gender more grammatically applicable to the party to whom such use of
gender relates. The use of singular in this Lease shall be deemed to include the plural and conversely the plural shall be deemed to include the singular.

E. Notice: If at any time after the execution of this Lease it shall become necessary or convenient for one of the parties to Lease to serve any notice, demand or communication upon the other party, such notice demand or communication shall be in writing signed by the other party serving such notice demand or communication deposited in the registered or certified United States mail return receipt requested postage prepaid and if intended for Lessor shall be mailed to:

Director of Bernhard Center
Western Michigan University
Kalamazoo, MI 49008-5169

With a copy to:

Director of Auxiliary Enterprises
Western Michigan University
Kalamazoo, MI 49008-5169

If intended for Lessee shall be addressed to:

325 Bic Drive
Milford, CT 06460-3059, and

Tom Humphries
2450 – 44th St. SE #206
Grand Rapids, MI 49512

Or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time the notice is deposited in the United States mail.

F. Legal Fees: In the event that at any time during the term of this Lease either the Lessor or the Lessee shall institute any legal action or proceeding against the other relating to the provisions of this Lease or any default under this Lease then the unsuccessful party in such action or proceedings agrees to reimburse the successful party for the reasonable expense of attorney fees and disbursements incurred therein by the successful party.

G. Additional Rent/Percentage Rent: Wherever there is reference in this Lease to the collection of charges as “additional rent” such term is used
solely to designate Lessor’s remedies in the event of a default and not to define such term as rent for any local or state tax purposes. The Agreement by Lessee to pay percentage rent if any shall not in any way imply Lessee’s agreement to or the existence of any radius restriction or restrictive covenant.

H. Force Majeure: If there shall occur any strikes, lock-outs, or labor disputes inability to obtain adequate sources of energy, land or materials or reasonable substitutes therefore, acts of God, governmental restrictions regulations, orders, guidelines, or programs, enemy or hostile governmental action, riot, civil commotion, fire or other casualty or any other conditions whether similar or dissimilar to those enumerate above which are beyond the reasonable control of any party to this agreement and not due to the fault or negligence of such party such conditions shall be deemed “unavoidable delays.” In the event either party shall, as a result of any unavoidable delays, fail to punctually perform any obligation specified herein and give written notice to the other party of such unavoidable delays then such failure shall not be deemed a breach or default and the applicable time period in which to perform shall be extended, but only to the extent and for the period occasioned by such unavoidable delay.

28. Addenda and exhibits: This Lease contains the following addenda which shall take precedence over conflicting provisions, if any, of this Lease and are made an integral part of this Lease and are fully incorporated in this Lease by reference:

   Exhibit A – campus map showing location of Bernhard Center
   Exhibit B – Building plan showing location and dimensions of the demised premises
   Exhibit C – Menu of items allowed to be sold from demised premises
   Exhibit D – Signage.

29. Authority to sign: The individuals signing this Lease on behalf of the Lessor and Lessee warrant and represent that they have the authority to do so and they agree to furnish to the other part, upon request, written proof of such authority.

30. Governing law: This Lease shall be deemed to be a Michigan contract and shall be construed in accordance with the laws of the State of Michigan.

31. Non-Competition Agreement: Lessor agrees not to sell, lease, let use or permit to be used any property owned or controlled by it within one mile of the demised premises now or at any time during the period of this Lease or any extension to any entity selling like products. Further, Lessor agrees that the aforementioned restrictive covenant shall apply to any and all existing Lessee’s menu modifications. Lessor’s operation of its dining, catering and food providing services anywhere on Lessor’s main campus or any other campus or facility
operated by or on behalf of Lessor shall be specifically exempted from this provision and nothing herein shall operate to limit Lessor's right to conduct it dining, catering and food providing services as Lessor deems fit. In addition, the existing businesses operating in the Bernhard Center shall be specifically exempted from this provision.

32. Limitations or Liability of Persons and Entities Affiliated with Lessee: Lessor recognizes and acknowledges that the Lessee is a Delaware Corporation and the Lessee's assets consist almost exclusively of leases, subleases, and options to purchase leased premises. Lessor also recognizes and acknowledges that Lessee was organized principally for the purpose of negotiating and drafting leases with a view towards subletting the leased premises to franchisees/licensees of Doctor's Associates, Inc. ("DAI"). Lessor recognizes and acknowledges that it has been advised that DAI is a Florida corporation that owns all rights to award Subway franchises, and that Lessor has also been advised that the Lessee has no rights whatsoever to award Subway franchises or collect any franchise related royalties from any prospective sublessee of the demised premises. Lessor recognizes and acknowledges that it has been given an opportunity, whether by itself or with the assistance of its professional advisors, to make inquiry of the Lessee's financial status and to evaluate said status to its satisfaction. Lessor has either made such inquiry and is satisfied with the response to such inquiry of has affirmatively and voluntarily determined not to do so. Lessor further recognizes and acknowledges that no person or entity other than the Lessee has made any representations of any kind with regard to the ability of the Lessee to perform the Lessee obligations hereunder. The Lessor also recognizes and acknowledges that the Lessee intends to sublease the premises to a person(s) who has or will be awarded a franchise/license for a "Subway" sandwich shop from DAI, under which sublease the sublessee will pay rent directly to Lessor so that the rental payment from such sublessee will normally not be held or received by Lessee. Although the sublessee may open a business operation known as "Subway" and may have franchise and other business relationships with corporations related to or associated with corporation related to or associated by the general public with "Subway" as it is commonly known, the Lessor recognizes and acknowledges that the sole and exclusive person or entity against which it may seek damages or any remedies under this or any other document in which the Lessor and Lessee and sublessee are parties, whether for unpaid rent and associated damages, claims of unjust enrichment, claims of unfair trade practices, or any other theory of recovery of any kind or nature is the Lessee and/or, if appropriate the sublessee, and it is expressly understood and agreed that there will not be any liability whatsoever against (A) DAI, its shareholders, directors, officers, employees and/or agents, and/or (B) any persons and entities who are the shareholders, directors officers, employees, and/or agents of the Lessee. Such exculpation of liability shall be absolute and with any exceptions whatsoever.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date first above written.
WITNESS:

LESSOR: BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By:

Title:

LESSEE: SUBWAY REAL ESTATE CORP.

By:

Vice President
ARTICLES OF INCORPORATION

OF

KALAMAZOO COUNTY HEALTH PLAN CORPORATION

These Articles of Incorporation are signed by the incorporators for the purposes of forming a nonprofit corporation (the "Corporation") pursuant to the provisions of Act 162, Public Acts of 1982, as follows:

ARTICLE I

NAME

The name of the Corporation is Kalamazoo County Health Plan Corporation.

ARTICLE II

PURPOSES

1. The purposes for which the Corporation is organized are:

   (a) To promote, organize, manage and administer programs to create a system for providing or arranging health care services in a cost effective manner for persons unable to pay for such health care services.

   (b) To furnish organizational and operational management and program direction for projects designed to alleviate the cost of uncompensated health care by hospitals and other health care providers in the area of Kalamazoo County, Michigan.

   (c) To develop and operate, with the support and cooperation of private sector resources, public and private service agencies and governmental bodies, programs to enhance the economic and social well being and to improve the level of health of persons in the area in and around Kalamazoo County and to increase access to health care services located in and around Kalamazoo County.

   (d) To provide advice on methods and programs designed to decrease costs associated with uncompensated health care provided by hospitals and other health care providers in the Kalamazoo County area, and to act as a clearinghouse for information among organizations involved in providing health care services to persons unable to pay for such health care.
(e) To acquire, own, dispose of and deal with any personal property and interest therein, and to apply gifts, grants, bequests, government program funds, loans, income, devises and the proceeds thereof in furtherance of the purposes of the Corporation.

(f) To accomplish the foregoing purposes in a manner determined to be appropriate by the Corporation’s board of directors, in a manner that is at all times consistent with the corporation’s tax exempt status under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or any successor(s) thereto (the “Code”), and in a manner that is at all times within the powers conferred on nonprofit corporations under the laws of the State of Michigan.

ARTICLE III

ORGANIZATION

1. The Corporation is organized upon a nonstock basis.

2. The assets that the Corporation possesses are:

   Real Property – None

   Personal Property – None

3. The Corporation is to be financed by grants, gifts, government programs, donations, loans, and the receipt of fees, compensation and other income, on a nonprofit basis, for goods and services delivered in furtherance of the Corporation’s purposes.

4. The Corporation is organized on a directorship basis. The Corporation shall have no members. All voting power, including without limitation the power to vote on amending these Articles, shall be vested in the board of directors.

ARTICLE IV

REGISTERED OFFICE AND RESIDENT AGENT

1. The address of the initial registered office of the Corporation is:

   1000 Oakland Drive
   Kalamazoo, MI 49008

2. The name of the resident agent at the registered office is:

   Rebekah S. Fennell
ARTICLE V

INCORPORATOR

1. The name and address of the incorporator is as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Residence or Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebekah S. Fennell</td>
<td>Executive Director</td>
</tr>
<tr>
<td></td>
<td>Healthy Futures</td>
</tr>
<tr>
<td></td>
<td>1000 Oakland Drive</td>
</tr>
<tr>
<td></td>
<td>Kalamazoo, MI 49008</td>
</tr>
</tbody>
</table>

ARTICLE VI

OPERATIONS OF THE CORPORATION

1. The Corporation is organized and is to be operated exclusively for the promotion of social welfare by primarily engaging in activities that promote the common good and general welfare of the people in and around the area of Kalamazoo County, Michigan, all within the meaning of Section 501(c)(4) of the Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) or Section 501(c)(4) of the Code.

2. No director or officer of the Corporation shall possess any right or title to or interest in corporate property or earnings of the corporation in his or her individual capacity or private capacity, and no part of the net earnings of the Corporation shall inure to the benefit of any director, officer, or private individual, except that the corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation set forth in these Articles of Incorporation.

3. The Corporation shall not carry on propaganda or otherwise attempt to influence legislation to an extent as would result in the loss of exemption under Section 501(c)(4) of the Code, nor shall the Corporation participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from tax under Section 501(c)(4) of the Code.
ARTICLE VII

BOARD OF DIRECTORS

1. The management of the affairs and properties of the Corporation and the disbursement of its funds shall be vested in a board of directors. The number of persons constituting the board of directors shall be fixed by the bylaws, but shall not be less than eight (8).

2. Designees of the following individuals or organizations shall serves as directors:

   - Borgess Medical Center
   - Bronson Methodist Hospital
   - Family Health Center
   - Healthy Futures
   - Kalamazoo Academy of Medicine
   - Kalamazoo County Government
   - Western Michigan University
   - Director of the Kalamazoo County Family Independence Agency

   The board of directors shall elect such additional number of directors as may be specified in the bylaws.

ARTICLE VIII

DIRECTOR, OFFICER AND VOLUNTEER LIABILITY

1. The term “volunteer director” shall have the same definition as set forth in Section 110(2) of the Nonprofit Corporation Act of the State of Michigan, as the same presently exists or may hereafter be amended (the “Act”).

2. A volunteer director or volunteer officer of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of the volunteer director’s or officer’s fiduciary duty. However, this provision does not eliminate or limit the liability of a volunteer director or volunteer officer for any of the following:

   (a) a breach of the volunteer director’s or volunteer officer’s duty of loyalty to the Corporation;

   (b) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

   (c) a violation of Section 551(1) of the Act;

   (d) a transaction from which the volunteer director or volunteer officer derived an improper personal benefit;
(e) an act or omission occurring before the date that this Article becomes effective in accordance with the pertinent provisions of the Act; or

(f) an act or omission that is grossly negligent.

3. The Corporation assumes the liability for all acts or omissions of the Corporation’s volunteer directors, volunteer officers, or other volunteer occurring on or after the date these Article are filed if all of the following are met:

(a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority.

(b) The volunteer was acting in good faith.

(c) The volunteer’s conduct did not amount to gross negligence or willful and wanton misconduct.

(d) The volunteer’s conduct was not an intentional tort.

(e) The volunteer’s conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

4. It is the intention and purpose of this Article that by reason of the foregoing provisions, and Section 556 of the Michigan Nonprofit Corporation Act, a claim for monetary damages for a volunteer director’s, volunteer officer’s or other volunteer’s acts or omissions shall not be brought or maintained against such volunteer but shall be brought and maintained against the Corporation.

5. Any repeal, amendment or other modification of this Article shall not adversely affect any right or protection of any director or officer of the Corporation existing at the time of such repeal, amendment or other modification. If the Act is amended after this Article becomes effective, then the liability of directors and officers shall be eliminated or limited to the fullest extent permitted by the Act as so amended.

ARTICLE IX

DISSOLUTION

1. Upon dissolution or imminent termination of the Corporation, any property remaining after providing for the debts and obligations of the Corporation shall be distributed, at the direction of the board of directors of the corporation, for one or more exempt purposes within the meaning of Section 501(c)(3) or (4) of the Code, or to the federal government for a public purpose, or to a state or local unit of government for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is located to such organization or organizations which are then described in Section 501(c)(3) or 501(c)(4) of the Code, as said Court shall determine.
ARTICLE X

AMENDMENT

1. These Articles of Incorporation may be altered, added to or repealed at any regular meeting of the Corporation's board of directors, or at any special meeting of the board of directors, provided that written notice of the proposed meeting is given to all directors, which shall set forth the proposed amendment or a summary of the changes to be effected thereby. Notice of the meeting must be given to the directors at least ten (10) days before the date of such meeting. For the amendment to be adopted, it must be approved by the vote of two-thirds of all directors then in office. In addition, if any amendment alters or reduces the powers or duties of any of those organizations named in Article VII, section 2, or of the directors appointed by such organizations, then such amendment must also be approved by a two-thirds vote of the directors appointed by the organizations named in Article VII, section 2.

The undersigned incorporator of Kalamazoo County Health Care Corporation has executed these Articles of Incorporation on this _____ day of __________, 2001.

Rebekah S. Fennell
ARTICLE I - OFFICES

1. Principal Office. The principal office of the corporation is initially located at ____________.

2. Change of Office. The board of directors has the authority to change the principal office of the corporation from one location to another.

3. Other Offices. The board of directors may establish branch or subordinate offices at any place or places that the corporation is qualified to conduct its activities.

ARTICLE II - MEMBERS

1. Members. The corporation has no members. The corporation is organized on a directorship basis without members.

ARTICLE III - PURPOSES AND LIMITATIONS

1. Purposes. The purposes of the corporation are: (a) to promote, organize, manage and administer programs to create a system for providing or arranging health care services in a cost effective manner for persons unable to pay for such health care services; (b) to furnish organizational and operational management and program direction for projects designed to alleviate the cost of uncompensated health care by hospitals and other health care providers in the area of Kalamazoo County, Michigan; (c) to develop and operate, with the support and cooperation of private sector resources, public and private service agencies and governmental bodies, programs to enhance the economic and social well being and to improve the level of health of persons in the area in and around Kalamazoo County and to increase access to health care services located in and around Kalamazoo County; (d) to provide advice on methods and programs designed to decrease costs associated with uncompensated health care provided by hospitals and other health care providers in the Kalamazoo County area, and to act as a clearinghouse for information among organizations involved in providing health care services to persons unable to pay for such health care; (e) to acquire, own, dispose of and deal with real and
personal property and interests therein, and to apply gifts, grants, bequests, governments program funds, loans, income, devises and the proceeds thereof in furtherance of the purposes of the corporation; and (f) to accomplish the foregoing purposes in a manner determined to be appropriate by the corporation's board of directors, in a manner that is at all times consistent with the corporation's tax exempt status under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended, or any successor(s) thereto (the "Code"), and in a manner that is at all times within the powers conferred on nonprofit corporations under the laws of the State of Michigan.

2. IRC §501(c)(4) Status. The corporation is organized and is to be operated exclusively for the promotion of social welfare by primarily engaging in activities that promote the common good and general welfare of the people in and around the area of Kalamazoo County, Michigan, all within the meaning of Section 501(c)(4) of the Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) or Section 501(c)(4) of the Code. No director or officer of the corporation may possess any right or title to or interest in corporate property or earnings of the corporation in his or her individual capacity or private capacity, and no part of the net earnings of the corporation may inure to the benefit of any director, officer, or private individual, except that the corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation set forth in these bylaws.

3. Political Activity. The corporation may not carry on propaganda or otherwise attempt to influence legislation to an extent as would result in the loss of exemption under Section 501 (c)(4) of the Code, nor will the corporation participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these bylaws, the corporation may not carry on any activities not permitted to be carried on by a corporation exempt from tax under Section 501(c)(4) of the Code.

4. Disposition upon Dissolution. Upon dissolution or imminent termination of the corporation, any property remaining after providing for the debts and obligations of the corporation must be distributed, at the direction of the board of directors of the corporation, for one or more exempt purposes within the meaning of Section 501(c)(3) or (4) of the Code, or to the federal government for a public purpose, or to a state or local unit of government for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Corporation is located to such organization or organizations which are then described in Section 501(c)(3) or 501(c)(4) of the Code, as said Court shall determine.
ARTICLE IV - DIRECTORS

1. Business Affairs. Management of the business and the property of the corporation will be by a board of directors that will, unless otherwise provided in the articles of incorporation or these bylaws, exercise all of the powers of the corporation.

2. Number. The board of directors will consist of at least eight (8), but not more than fifteen (15), directors until changed by amendment to these bylaws. The exact number of directors may be fixed, within these limits, by resolutions adopted by the board of directors from time to time. Of the members of the board of directors, eight (8) of the members of the board of the directors shall be designated by the following organizations as special directors:

- Borgess Medical Center
- Bronson Methodist Hospital
- Family Health Center
- Healthy Futures
- Kalamazoo Academy of Medicine
- Kalamazoo County Government
- Western Michigan University
- Kalamazoo Foundation

The above-named organizations are herein referred to as the “Special Representatives”.

3. Initial Board of Directors. The initial board of directors will consist of the special directors appointed by the Special Representatives. To foster continuity on the board as directors, the terms of office of the initial directors will be staggered such that three directors will have initial terms of three years and three directors have initial terms of two years and two directors will have initial terms of one year. The staggered terms are allocated among the initial directors as follows:

- Designee of Borgess Medical Center: three years
- Designee of Bronson Methodist Hospital: three years
- Designee of Family Health Center: three years
- Designee of Healthy Futures: two years
- Designee of Kalamazoo Academy of Medicine: two years
- Designee of Kalamazoo County Government: two years
- Designee of Western Michigan University: one year
- Designee of Kalamazoo Foundation: one year
4. **Terms of Office.** A director will serve for a term ending on the earlier of (a) the director’s resignation, (b) the director’s removal, (c) the directors’ death, (d) the director’s disability, if the disability prevents the director from serving on the board, (e) except for shorter initial terms, the third anniversary following the director’s appointment to the board of directors. Upon expansion of the board to more than eight (8) members or to fill a vacancy occurring prior to the expiration of a director’s term, a member appointed to fill that vacancy shall be elected to an initial term established by resolution of the board of directors to allow an equal number of the members, as near as is possible, to have staggered terms expiring on the same date of each year. A director may serve successive terms without limit.

5. **Resignation and Removal.** A director may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a subsequent time as set forth in the notice of resignation. A special director may be removed, with or without cause, by the decision of the Special Representative who appointed such director, with such decision being delivered in writing to the corporation’s board of directors. A director who was not appointed by a Special Representative may be removed by the unanimous vote of all other directors (that is, directors other than the director who is the subject of the removal vote) serving at the time of the vote.

6. **Filling Vacancies.** If a vacancy exists or occurs on the corporation's board of directors (regardless of whether the vacancy is due to term expiration, death, disability, resignation, removal or any other cause), the vacancy of a regular director may be filled by the affirmative vote of a majority of the remaining directors, even if a majority of the remaining directors is less than a quorum of the board, and a vacancy of a special director shall be filled by the Special Representative who appointed such person as a special director.

7. **Compensation.** Directors may not receive any salary or other compensation for their services. However, a director may be paid or reimbursed for his or her actual out-of-pocket expenses incurred or to be incurred exclusively in the conduct of the business of the corporation.

8. **Committees of Board of Directors.** The board of directors may designate one (1) or more committees, including but not limited to an executive committee, finance committee and nominating committee. Membership on a committee is open to directors and nondirectors; however, each committee designated by the board of directors shall contain at least two (2) members of the corporation’s board of directors. Members of each committee shall be appointed by the board of directors upon nomination by the President of the board of directors. The board may designate one (1) or more directors as alternate members of any committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a
committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member.

Each committee, to the extent provided in the resolution of the board of directors creating such committee, may exercise any or all the powers and authority of the board of directors in the management of the business and affairs of the corporation. A committee does not have the power or authority to amend the articles of incorporation, adopt an agreement of merger or consolidation, borrow money or issue the bonds, notes or other obligations of the corporation, amend the bylaws of the corporation; fill vacancies in the board of directors, or fix compensation of the directors for serving on the board of directors or on a committee. Any committee, and each member thereof, shall serve at the pleasure of the board of directors.

A majority of the members of a committee constitute a quorum for the transaction of business unless the articles of incorporation, these bylaws, or the board resolution establishing the committee provide for a larger number. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the committee, unless the vote of a larger number is required by the Act, the articles of incorporation, or these bylaws, or the board resolution establishing the committee.

The terms of Article V, Sections 3, 4, 6 and 7 shall apply to committees created by the board of directors unless otherwise restricted by these bylaws or by the resolution creating the committee.

ARTICLE V - MEETINGS OF DIRECTORS

1. Regular Meetings of the Board. Regular meetings of the board may be held either within or outside of the State of Michigan. A regular meeting may be held with or without notice. A "regular meeting" means a meeting scheduled by action of the board to occur on a regular schedule such as a date certain or a certain day of each month or quarter.

2. Special Meetings of the Board. Special meetings of the board may be held either within or outside of the State of Michigan. At least twenty-four (24) hours before any special meeting of the board, each board member must be given written or oral notice of the meeting. Notice may be given in any manner reasonably calculated to inform a director of the time and location of the meeting. For example, but without limitation, notice may be given by personal service, facsimile, mail, e-mail, publication, telecopier, telephone, or word of mouth.
3. **Meeting Notice and Waiver.** Attendance of a director at a meeting constitutes a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of a regular or special meeting need be specified in the notice or waiver of notice of the meeting.

4. **Conference Telephone.** A member of the board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

5. **Quorum.** A majority (in person or by proxy) of the members of the board then in office constitutes a quorum for the transaction of business. The vote of the majority of members present at a meeting at which a quorum is present constitutes the action of the board.

6. **Action by Written Consent.** Action required or permitted to be taken pursuant to authorization voted at a meeting of the board may be taken without a meeting if, before or after the action, all members of the board consent in writing. The written consents must be filed with the minutes of the proceedings of the board. The consent has the same effect as a vote of the board for all purposes.

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**ARTICLE VI - OFFICERS OF THE CORPORATION**

1. **Designation.** The officers of the corporation are a president, a secretary, and a treasurer. The corporation may also have, at the board's discretion, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, corporate counsel, and such other officers as the board deems necessary or desirable. Any number of offices may be held by the same person except that the secretary may not serve concurrently as the president.

2. **Election of Officers.** The officers of the corporation are to be selected annually by the board of directors. Each officer will continue in office until his or her successor is appointed by the board.

3. **Resignation and Removal of Officers.** An officer may resign by written notice to the corporation. The resignation is effective upon its receipt by the corporation or at a subsequent time as set forth in the notice of resignation. A resignation need not be accepted to be effective. An officer may be removed, with or without cause, by
unanimous vote of all other directors (that is, directors other than the officer who is the subject of the removal vote) serving at the time of the vote.

4. **Vacancies in Offices.** If a vacancy exists or occurs among the corporation's officers (regardless of whether the vacancy is due to term expiration, death, disability, resignation, removal or any other cause), the vacancy may be filled by the affirmative vote of a majority of the remaining directors, even if a majority of the remaining directors is less than a quorum of the board.

5. **President.** The president will, subject to the control of the board, be the general manager of the corporation and will supervise, direct, and control the business and the affairs of the corporation. The president will preside at all meetings in which she or he is in attendance. The president will have such other powers and duties as the board or these bylaws may prescribe.

6. **Secretary.** The secretary will keep or cause to be kept, at the corporation's principal office or such other place as the board may direct, a book of minutes of all meetings, proceedings, and actions of the board. The minutes of meetings will include the time and place of holding, whether the meeting was general or special and, if special, how authorized, the notice given, and the names of those present at the board meeting. The secretary will keep or have kept at the principal office in Michigan a copy of the corporation's articles of incorporation and bylaws, as amended to date.

7. **Treasurer.** The treasurer will keep and maintain, or cause to be kept and maintained adequate and correct books and records of account of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account will be open to inspection by any director at all reasonable times. The treasurer will deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the board may designate, will disburse the corporation's funds as the board may order, will render to the president and directors, when requested, an account of all transactions as treasurer and of the financial condition of the corporation, and will have such other powers and perform such other duties as the board or the bylaws may prescribe.

8. **Duties of Officers.** In addition to the powers and duties of the President, Secretary and Treasurer specified by these bylaws and to those powers and duties as the board may otherwise prescribe to officers of the corporation, the President and, in the absence or unavailability of the President, any other officer of the corporation who is also a member of the board shall be authorized to execute and deliver agreements or contracts authorized and approved by the board.
ARTICLE VII - CONFLICT OF INTEREST

1. Policy. It is the policy of the corporation that all directors and officers shall scrupulously avoid any conflict, or the appearance of any conflict, between their own interests and the interest of the Corporation. In furtherance of this purpose, it is the policy of the Corporation that its board members, management personnel and members of all committees, panels or boards serving the Corporation shall annually submit in writing to the chairperson of the board and its president a Conflict of Interest Statement in the form prescribed by the board of directors. This policy is intended to supplement, but not replace, any applicable state laws governing conflicts of interest applicable to nonprofit and charitable organizations.

2. Definitions. This policy applies to any director, officer, or member of a committee with board delegated powers who has a direct or indirect financial interest that may create a real or potential conflict interest. For purposes of this policy, such an individual is defined as an “interested person.” For purposes of this policy, a person has a financial interest if the person has, directly or indirectly, through business, investment or family:

(a) an ownership or investment interest in any entity with which the corporation has a transaction or arrangement, or

(b) a compensation arrangement with the corporation or with any entity or individual with which the corporation has a transaction or arrangement, or

(c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

3. Procedures.

(a) Duty to Disclose. A member of the board of directors or of any committee shall immediately, and in writing, notify the chair of the board and the president of the corporation of any conflict of interest or potential conflict of interest as soon as he or she becomes aware of it. A person having a conflict of interest or potential conflict of interest shall not participate in any matter that might come before the board or any committee of the board which directly or indirectly implicates the conflict. If the member fails to do so voluntarily, the chairperson of the board, its president, or the chairperson of any committee involved is empowered to take necessary and appropriate action to ensure that the affected member does not participate until the conflict has been resolved.
(b) **Procedures for Addressing Conflict.** The board or committee, as a matter of practice, shall not engage in transactions that would give rise to a conflict of interest or the perception of a conflict of interest. If a majority of the disinterested members of the board or committee determines, by recorded note, that no equivalent or more advantageous transaction or arrangement is attainable under circumstances that would not give rise to a conflict of interest, the board or committee may determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit, and that the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(C) **Records of Proceedings.** The minutes of the board or committee shall contain the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or potential conflict of interest, the nature of the financial interest, the board’s or committee’s decision as to whether a conflict of interest in fact existed, the board or committee’s determination that no equivalent or more advantageous transaction or arrangement is attainable under circumstances that would not give rise to a conflict of interest and the record of any vote to proceed with a transaction despite a conflict of interest.

**ARTICLE VIII - LIABILITY AND INDEMNIFICATION**

1. **Indemnity.** The corporation will indemnify and defend to the fullest extent authorized or permitted under applicable law any person, and his or her heirs, executors, administrators and legal representatives, who is made or threatened to be made a party to any action, claim, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation or serves or served any other enterprise at the request of the corporation. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, nondirector volunteer, agent or fiduciary of the corporation, or is or was serving at the request of the corporation as a director, officer employee, agent, nondirector volunteer or fiduciary of another corporation, partnership, joint venture, trust or other enterprise against any liability incurred in any such capacity or arising out of such status, whether or not the corporation would have power to indemnify him or her against such liability.

2. **Liability of Volunteer.** The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer and other volunteer occurring on or after the effective date of this bylaw provision if all of the following conditions are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's
conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, MCLA 500.3135.

ARTICLE IX - RECORDS AND REPORTS

1. **Maintenance of Corporate Records.** The corporation will keep (a) adequate and correct books and records of account; and (b) written minutes of the proceedings of its board of directors.

2. **Inspection by Directors.** Every director will have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation for a purpose reasonably related to the director's interest as a director.

ARTICLE IX - CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Michigan Nonprofit Corporation Act will govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular and the term "person" includes both a legal entity and a natural person.

ARTICLE X - AMENDMENTS

These bylaws may be altered, added to or repealed at any regular meeting of the board of directors, or at any special meeting of the board of directors, provided that written notice of the proposed alteration, amendment, addition or repeal is delivered or mailed to each director at least five (5) business days before such meeting and provided further that the amendment is approved by a vote two-thirds of all directors then in office. In addition, if any amendment alters or reduces the powers or duties of the Special Representatives or the directors appointed by the Special Representatives, then such amendment must also be approved by a two-thirds vote of the directors appointed by the Special Representatives.
ARTICLE XI - FISCAL YEAR

The fiscal year of the corporation will begin on the first day of October of each year and will end on the last day of September of that calendar year.
AGENDA

I. PROCEDURAL ITEMS
1. Remarks by the Chair
2. Remarks by the President
3. Acceptance of the Agenda
4. Approval of the Minutes of the July 6, 2001 Regular Meeting

II. ACTION ITEMS

5. Recommendation re Presidential Evaluation/Compensation

6. Academic and Student Affairs Committee Recommendations
   a. Grant Report
   b. Personnel Report

7. Budget and Finance Committee Recommendations
   a. "Partnering for Success: The Centennial Campaign for Western Michigan University"
   b. Gift Report
   c. Personnel Report
   d. Western Michigan University Annuity and Life Income Funds - Retention of State Street

ROLL CALL

e. Lease Extension - National City Branch Bank
f. Bank ATM Lease - National City Bank

III. INFORMATIONAL ITEMS
8. Remarks by the Provost
9. Public Comments

*Presenting recommendation in absence of Committee Chair Chormann
Western Michigan University
Board of Trustees Meeting

REMARKS BY THE CHAIR
Western Michigan University
Board of Trustees Meeting

REMARKS BY THE PRESIDENT
ACCEPTANCE OF THE AGENDA

Western Michigan University
Board of Trustees Meeting

Agenda Item No. 3
September 14, 2001
APPROVAL OF THE MINUTES OF THE JULY 6, 2001 REGULAR MEETING
RECOMMENDATION RE PRESIDENTIAL EVALUATION COMPENSATION - ROLL CALL
Western Michigan University
Board of Trustees Meeting

Agenda Item No. 6a.
September 14, 200T

GRANT REPORT

It is recommended that the grant report for June and July 2001 be approved.

(Tab ASA-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab ASA-3)
PARTNERING FOR SUCCESS: THE CENTENNIAL CAMPAIGN FOR WESTERN MICHIGAN UNIVERSITY

It is recommended that the resolution be approved re "Partnering for Success: The Centennial Campaign for Western Michigan University."

(Tab BF-2)
GIFT REPORT

It is recommended that the gift report for July and August be approved.

(Tab BF-3)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab BF-4)
RECOMMENDATION RE WESTERN MICHIGAN UNIVERSITY ANNUITY AND LIFE INCOME FUNDS-
RETENTION OF STATE STREET

It is recommended that the University maintain its existing relationship with State Street.

(Tab BF-5)
LEASE EXTENSION - NATIONAL CITY BRANCH BANK - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to execute a lease extension of two years with National City Bank of Michigan/Illinois.

(Tab BF-6)
BANK ATM LEASE - NATIONAL CITY BANK

It is recommended that the treasurer/assistant treasurer be authorized to negotiate and execute an ATM lease of two years with National City Bank of Michigan/Illinois.

(Tab BF-7)
REMARKS BY THE PROVOST
PUBLIC COMMENTS
I. ACTION ITEMS

1. Approval of the Minutes of the July 6, 2001 Committee Meeting
   DeNooyer

2. Grant Report
   Thompson

3. Personnel Report
   Dobney/Beauregard

*Trustee DeNooyer will chair committee in absence of Trustee Klohs.
APPROVAL OF THE MINUTES OF THE JULY 6, 2001 COMMITTEE MEETING
Western Michigan University
Board of Trustees
Academic and Student Affairs

Grant Report

Background

June 2001

The grant report for the month of June 2001 concludes the reporting for the fiscal year 2000-2001. The total for the month of June 2001 was $25,557,490.02. The fiscal year-to-date total is $50,656,030.84.

Awards by Category

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<td>Scholarships and Fellowships</td>
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<td><strong>$25,557,490.02</strong></td>
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July 2001

The grant report for the month of July 2001 indicates a total of $397,710.93 in externally funded awards. The year-to-date total is $397,710.93.

Awards by Category

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<th>Category</th>
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<td><strong>Total for July 2001</strong></td>
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Recommended Motion

It is recommended that the grant reports for June and July 2001 be approved.
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<th>DESCRIPTION</th>
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<td>To conduct ab-initio pilot training for British Airways cadets</td>
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<td>Singapore MBA Program</td>
<td>Ms. Cathleen Fuller</td>
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<td>To support the twinning program (Continuation)</td>
<td>Hong Kong Baptist University</td>
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<td>$44,961.54</td>
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<td>To improve writing instruction in area schools by conducting a summer</td>
<td>National Writing Project Corporation</td>
<td>Dr. Ellen Brinkley</td>
<td>$28,000.00</td>
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<td>institute for 20 teachers working on their own writing skills who will</td>
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<td>turn conduct professional development programs for their peers (Renewal)</td>
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<td>Rajagiri (RISER) Pre-MBA</td>
<td>Dr. Howard Dooley</td>
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<td>To provide funding for the Christ College/WMU Twinning Program (Supplemental)</td>
<td>Christ College</td>
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<td>Office of International Affairs</td>
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<td>To bring together 12 teachers for a week long digital storytelling summer institute to learn to use digital media and the digital storytelling format (Supplemental)</td>
<td>National Writing Project Corporation</td>
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<td>To provide nine fastener patents (New)</td>
<td>Ford Global Technologies, Inc.</td>
<td>Dr. Donald Thompson</td>
<td>Office of the Vice President for Research</td>
<td>$16,419,000.00</td>
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<td>To promote the use of collaborative and interactive technology to ensure that its pre-service teachers meet and practice rigorous standards in the process of infusing their teaching with active collaborative learning practices (New)</td>
<td>U.S. Department of Education</td>
<td>Dr. Robert Leneway</td>
<td>Dean's Office, College of Education</td>
<td>$380,937.00</td>
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<td>To establish a baseline for the Bronson organization and culture; To measure Bronson's existing and desired culture; To prepare and submit one manuscript to a healthcare publication based on this work; (New)</td>
<td>Bronson Healthcare Group</td>
<td>Dr. Larry Mallak</td>
<td>Industrial and Manufacturing Engineering</td>
<td>$72,912.00</td>
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<td>To conduct an evaluation of the Illinois Charter Schools to determine the effectiveness of these schools (Renewal)</td>
<td>Illinois State Board of Education</td>
<td>Dr. Gary Miron</td>
<td>The Evaluation Center</td>
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<td>Dr. Jianping Shen</td>
<td>Educational Leadership</td>
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<td>To inquire into new teachers' retention and attrition pattern using a “survival analysis” technique, which will be applied to a national database called &quot;Baccalaureate and Beyond Longitudinal Study 1993-97&quot; (New)</td>
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<td>To conduct research and provide testing services in specialized areas of paper science engineering in association with industry (Supplemental)</td>
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<td>U.S. Department of Education</td>
<td>Dr. Sisay Asefa</td>
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<td>To investigate factors that explain current natural resource management practices in the fragile ecosystems of African highland ecosystems (New)</td>
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<td>To conduct research and provide testing services in specialized areas of printing, papermaking, and inks in association with industry (Supplemental)</td>
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<td>Office of Naval Research</td>
<td>Dr. Daniel Kujawski</td>
<td>Mechanical and Aeronautical Engineering</td>
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<td>To conduct experimental and theoretical studies of the load sequence effects on fatigue crack growth resistance for different load ratios and overload situations in terms of the internal stresses in front of a fatigue crack and the compliance-based crack opening measurements (New)</td>
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<td>University of North Carolina at Greensboro</td>
<td>Dr. Arlen Gullickson</td>
<td>The Evaluation Center</td>
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<td>To provide SERVE (SouthEastern Regional Vision for Education, Inc.) with external evaluation assistance to assess developmental and accountability needs (New)</td>
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<td>University of North Carolina at Greensboro</td>
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<td>Pokagon Band of the Potawatomi Indians</td>
<td>Ms. Lyndell Bleyer</td>
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<td>South Eastern Regional Vision for Education, Inc.</td>
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<td>Special Olympics, International</td>
<td>Dr. Jody Brylinsky</td>
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<td>U.S. Department of Education</td>
<td>Mr. Derrick Davis</td>
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**TOTAL RESEARCH**

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<tr>
<td>To assist the district in developing an elementary science curriculum and implement a professional development program designed to meet the needs of elementary teachers and administrative staff (New)</td>
<td>Croswell-Lexington School District</td>
<td>Dr. Robert Poel</td>
<td>$38,714.00</td>
<td>6/15/2001</td>
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<td>To change teachers beliefs, attitudes, and understandings about teaching and learning complex ideas and to integrate technology into the teaching and learning of complex ideas (New)</td>
<td>Decision Catalyst, Inc.</td>
<td>Dr. Deanna Draze</td>
<td>$21,315.00</td>
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<td>To maximize the opportunity for developmental growth and academic success of abused/neglected and other traumatized children through providing comprehensive assessments, subsequent caretaker support and system advocacy (New)</td>
<td>Kalamazoo Community Foundation</td>
<td>Dr. James Henry</td>
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<td>To assist Croswell-Lexington Community School District in developing and evaluating an elementary science curriculum and implement a professional development program to meet the needs of elementary teachers and administrative staff (New)</td>
<td>Croswell-Lexington School District</td>
<td>Dr. Mark Jenness</td>
<td>$15,000.00</td>
<td>6/14/2001</td>
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<td>To conduct a three-day training program for Boise-Cascade marketing executives in papermaking and printing (New)</td>
<td>Boise-Cascade Corporation</td>
<td>Dr. Margaret Joyce, Dr. Thomas Joyce</td>
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<td>To provide evaluation and technical assistance to Battle Creek Public Schools in accordance with the Goals 2000 Cycle 9 grant from the Michigan Department of Education (New)</td>
<td>Battle Creek Public Schools</td>
<td>Dr. Mark Jenness</td>
<td>$4,000.00</td>
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<td>To provide supervisory aftercare services for drug- and alcohol-dependent federal offenders (Supplemental)</td>
<td>U.S. District Court</td>
<td>Mr. James Kendrick</td>
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<td>To plan, conduct, and collect evaluation data from a 100+ contact-hour workshop at the Battle Creek Public Schools Math and Science Center (Supplemental)</td>
<td>Battle Creek Public Schools</td>
<td>Dr. Robert Poel</td>
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<td>National Association of Secondary School Principals</td>
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<td>Academic Support</td>
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<td>Dr. Nancy Steinhaus Family and Consumer Sciences</td>
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<td>To address the specific risk factors of the TRIO-targeted population and to provide supportive services during their time at college (New)</td>
<td>U.S. Department of Education</td>
<td>Ms. Marilyn Duke Academic Skills Center</td>
<td>$218,984.00</td>
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<td>To investigate the image of Patriarch Nikon (1605-1681) in Russian &quot;official&quot; and &quot;popular&quot; art, material and literature since the mid-seventeenth century (New)</td>
<td>U.S. Department of Education</td>
<td>Dr. Howard Dooley Office of International Affairs</td>
<td>$29,635.00</td>
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<td>To provide funding for the Michigan Courage to Teach Program (Supplemental)</td>
<td>Wege Foundation</td>
<td>Katharine Cummings Teaching, Learning, and Leadership</td>
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<td>Student Services</td>
<td>Michigan Department of Education</td>
<td>Dr. Roberta Allen Office of the Vice President for Academic Affairs</td>
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<td>Scholarships and Fellowships</td>
<td>Delta Air Lines, Inc.</td>
<td>Dr. Richard Wright</td>
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<td>National Science Foundation</td>
<td>Dr. J. Donald Nelson</td>
<td>Computer Science</td>
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**TOTAL SCHOLARSHIPS AND FELLOWSHIPS**
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**TOTAL GRANTS AWARDED**
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<td>U.S. Department of Energy</td>
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<td>University of Chicago</td>
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**TOTAL INSTRUCTION**

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<td>To investigate blistering in mechanical face seals for a variety of operating conditions to identify ways of minimizing this event (New)</td>
<td>Taiho Kogyo Tribology Research Foundation</td>
<td>Dr. Philip Guichelaar Dr. Molly Williams Mechanical and Aeronautical Engineering</td>
<td>$20,000.00</td>
<td>7/27/2001</td>
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<td>To study the microscopic theory of nuclear and hypernuclear structure and reactions (New)</td>
<td>National Science Foundation</td>
<td>Dr. Dean Halderson Physics</td>
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<td>To analyze lake water samples for their hydrogen and oxygen isotope ratios as part of a study of paleoecology research (New)</td>
<td>Brown University</td>
<td>Dr. R.V. Krishnamurthy Geosciences</td>
<td>$10,000.00</td>
<td>7/25/2001</td>
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<td>To develop and implement service learning modules for two introductory gerontology courses (New)</td>
<td>Association for Gerontology in Higher Education</td>
<td>Dr. Donna Weinreich School of Community Health Services</td>
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<td>To map the Kalamazoo and Kalamazoo Southwest quadrangles to learn about the glacial and glaciofluvial processes involved in the formation of the Kalamazoo Valley (Renewal)</td>
<td>U.S. Department of the Interior</td>
<td>Dr. Alan Kehew Geosciences</td>
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<td>To predict the effect of reaction time, temperature, boric acid and borate levels on photobleaching reduction (Supplemental)</td>
<td>U.S. Borax Inc.</td>
<td>Dr. John Cameron Dr. Raja Aravamuthan Paper and Printing Science and Engineering</td>
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<td>To provide substance abuse treatment services for prisoners, parolees, and probationers at selected correctional facilities (Supplemental)</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson Mr. James Kendrick School of Community Health Services</td>
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<td>To provide inpatient residential treatment services for Kalamazoo Regional Center (Supplemental)</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson Mr. James Kendrick School of Community Health Services</td>
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<td>Public Service</td>
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<td>To provide substance abuse treatment services for prisoners, parolees,</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson</td>
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<td>7/31/2001</td>
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<td>Mr. James Kendrick</td>
<td>School of Community Health Services</td>
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<td>To provide supervisory aftercare services for drug- and alcohol-</td>
<td>U.S. District Court</td>
<td>Mr. James Kendrick</td>
<td>$3,088.00</td>
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<td>dependent federal offenders (Supplemental)</td>
<td>Mr. James Kendrick</td>
<td>School of Community Health Services</td>
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<td>To support the transfer of petroleum technology to domestic oil and gas</td>
<td>Petroleum Technology Transfer Council</td>
<td>Dr. William Harrison, III</td>
<td>$2,500.00</td>
<td>7/31/2001</td>
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<td>producers (Supplemental)</td>
<td>Geosciences</td>
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<td>TOTAL PUBLIC SERVICE</td>
<td></td>
<td></td>
<td>$80,588.00</td>
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<td>Student Services</td>
<td></td>
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<td>To provide doctoral fellowships to underrepresented doctoral students</td>
<td>Michigan Department of Education</td>
<td>Ms. Griselda Daniel</td>
<td>$35,000.00</td>
<td>7/3/2001</td>
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<td>(New)</td>
<td>The Graduate College</td>
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<td>TOTAL STUDENT SERVICES</td>
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<td>$35,000.00</td>
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<td>$397,710.93</td>
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</table>
Western Michigan University  
Board of Trustees  
Academic and Student Affairs Committee  

(September 14, 2001)  
Agenda Item No. 3

PERSONNEL REPORT

Administrative Appointments
Said AbuBakr, Professor and Chair, Department of Paper and Printing Science and Engineering, effective August 1, 2001.

Susan O'Flaherty, Executive Director of Student Services, effective August 6, 2001.

Xiaojun Wang, Chair and Associate Professor, Department of Asian and Middle Eastern Languages, effective July 1, 2001.

Resignations – Administrative
Leonard Beuving, Professor and Chair, Department of Biological Sciences, effective August 6, 2001.


Appointment – With Tenure
Said AbuBakr, Professor, Department of Paper and Printing Science and Engineering, effective August 1, 2001.

Joyce Thompson, Professor (Bernadine M. Lacey Endowed Chair), WMU Bronson School of Nursing, effective August 5, 2002.

Appointments - Tenure Track
Bradley Bazuin, Assistant Professor, Department of Electrical and Computer Engineering, effective August 6, 2001.

Michele Behr, Assistant Professor, University Libraries, effective July 23, 2001.

E. Jane Davidson, Instructor, Department of Educational Studies, effective August 6, 2001.

Albert Dzur, Assistant Professor, Department of Political Science, effective August 6, 2001.
Appointments – Tenure Track (Continued)
Steven Kohler, Assistant Professor, Department of Environmental Studies, effective August 6, 2001.

Mukesh Mohania, Assistant Professor, Department of Computer Science, effective August 6, 2001.

Norali Pernalete, Assistant Professor, Department of Electrical and Computer Engineering, effective August 6, 2001.

Andrew Purvis, Assistant Professor, Department of Manufacturing Engineering, effective August 6, 2001.

Wuwei Shen, Assistant Professor, Department of English, effective December 10, 2001.

Reappointments - Term
Joyce Anderson, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 16, 2002.

Nicholas Andreadis, Assistant Professor, Department of Counselor Education and Counseling Psychology, effective August 6, 2001 through April 14, 2002.

Linda Baird, Instructor, Department of Accountancy, effective August 6, 2001.

Carol Bennett, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

Eileen Buckley, Instructor, Department of Family and Consumer Sciences, effective August 6, 2001 through August 4, 2002.

Darlene Burk, Instructor, Department of Management, effective August 6, 2001 through August 4, 2002.

Keith Collins, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

Lori Farrer, Instructor, Department of Family and Consumer Sciences, effective July 1, 2001 through June 30, 2002.

Jeremy Hierholzer, Instructor, College of Aviation, effective August 6, 2001 through August 4, 2002.
Reappointments – Term (Continued)

Delores Jackson, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

Paula Jamison, Assistant Professor, Department of Occupational Therapy, effective August 6, 2001 through April 14, 2002.

Eva Jerome, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

James Kendrick, Assistant Professor, School of Community Health Services, effective July 1, 2001 through June 30, 2002.

Ann Leary, Instructor, School of Social Work, effective August 6, 2001 through August 4, 2002.

Helen Lee, Associate Professor, Department of Blind Rehabilitation, effective August 6, 2001 through April 14, 2002.

John Luczaj, Assistant Professor, Department of Geosciences, effective August 6, 2001 through August 4, 2002.


Jennifer Ostrom, Instructor, Department of Educational Studies, effective August 6, 2001 through August 4, 2002.

Ann-Marie Oulai, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

Esther Page-Wood, Instructor, Department of Marketing, effective August 6, 2001 through August 4, 2002.

Elizabeth Phillips, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

Theresa Reagan-Donk, Instructor, Department of Teaching, Learning and Leadership, effective August 6, 2001 through August 4, 2002.

Beth Ritsema, Instructor, Department of Mathematics, effective August 6, 2001 through August 31, 2002.
Reappointments – Term (Continued)
Cynthia Ruoff, Assistant Professor, Department of Foreign Languages and Literatures, effective August 6, 2001 through August 4, 2002.

Annette Skellenger, Associate Professor, Department of Blind Rehabilitation, effective August 6, 2001 through August 4, 2002.

Mary Jo Smith, Instructor, Department of Teaching, Learning and Leadership, effective August 6, 2001 through August 4, 2002.

Lisa Wolfe, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

Appointments – Term
Timothy Berg, Assistant Professor, Department of History, effective August 6, 2001 through August 4, 2002.

Gary Blackmer, Associate Professor, Department of Chemistry, effective August 6, 2001 through August 4, 2002.

Charlene Brown, Assistant Professor, School of Community Health Services, effective August 6, 2001 through April 14, 2002.

Megan Brown, Assistant Professor, University Counseling and Testing Center, effective August 6, 2001 through April 14, 2002.

Lisa Colgren, Instructor, Department of Accountancy, effective August 6, 2001 through August 4, 2002.

Daniel Connolly, Assistant Professor, Department of Art, effective August 1, 2001 through August 4, 2002.

Scott Cowan, Assistant Professor, School of Music, effective August 6, 2001 through August 4, 2002.

Mark Crawford, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Tracy DuBay, Instructor, Department of Educational Studies, effective August 6, 2001 through August 4, 2002.
Appointments – Term (Continued)
Scott Fleming, Instructor, Department of Computer Science, effective August 6, 2001 through August 5, 2002.

Nicole Fluhr, Assistant Professor, Department of English, effective August 6, 2001 through August 4, 2002.

Elizabeth Fox, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

Brian Goetz, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

M. Daniela Hernandez, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Anna Jelaso, Assistant Professor, Institute of Environmental Studies, effective August 6, 2001 through August 4, 2002.

Phillip Johnson, Visiting Assistant Professor, Department of Counselor Education and Counseling Psychology, effective August 6, 2001 through April 14, 2002.

Amy Kavanaugh, Instructor, Department of Teaching, Learning, and Leadership, effective August 6, 2001 through August 4, 2002.

Catherine Kocarek, Assistant Professor, Department of Counselor Education and Counseling Psychology, effective August 6, 2001 through April 14, 2002.

Wei Lin, Instructor, Department of Art, effective August 6, 2001 through August 4, 2002.

Zahida Luqmani, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

D. Steven Mackey, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

June Miyasakasi, Instructor, Department of Foreign Languages and Literatures, effective August 6, 2001 through August 4, 2002.

Randy Rozema, Instructor, Department of Mechanical and Aeronautical Engineering, effective August 6, 2001 through August 4, 2002.
Appointments – Term (Continued)
Carol Weideman, Instructor, Department of Health, Physical Education and Recreation, effective August 6, 2001 through August 4, 2002.

Reappointments – Term Academic Career Specialist
Alberta Bee, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

Sherrill Busboom, Assistant Academic Career Specialist, Department of Physician Assistant, effective July 1, 2001.

Teresa Crumpton, Assistant Academic Career Specialist, Department of Speech Pathology and Audiology, effective July 1, 2001 through June 30, 2002.

Kathi Fuller, Assistant Academic Career Specialist, School of Community Health Services, effective July 1, 2001 through June 30, 2002.

Barbara Grinwis, Assistant Academic Career Specialist, Department of Physician Assistant, effective July 1, 2001 through June 30, 2002.

Kathryn Hillenbrand, Assistant Academic Career Specialist, Department of Speech Pathology and Audiology, effective August 6, 2001 through April 14, 2002.

Cynthia Hutchinson, Assistant Academic Career Specialist, Department of Physician Assistant, effective July 1, 2001 through June 30, 2002.

Beulah Lateef, Assistant Academic Career Specialist, Department of Teaching, Learning and Leadership, effective July 1, 2001 through June 30, 2004.

Dale Latulippe, Assistant Academic Career Specialist, Department of Blind Rehabilitation, effective July 1, 2001 through June 30, 2002.

Matthew Rushleau, Assistant Academic Career Specialist, Department of Counselor Education and Counseling Psychology, effective July 1, 2001 through June 30, 2002.

Adelia Van Meter, Assistant Academic Career Specialist, Department of Speech Pathology and Audiology, effective August 6, 2001.

Sonia Wardley, Assistant Academic Career Specialist, Department of Physician Assistant, effective July 1, 2001 through June 30, 2002.
Reappointments – Continuing Academic Career Specialist
Georgina Hill, Associate Academic Career Specialist, Department of English, effective August 6, 2001.

John Nielsen, Associate Academic Career Specialist, School of Social Work, effective July 1, 2001 through June 30, 2005.

Bonnie Rencher, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Sally Sutkowi, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Ellen Van Arsdale, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Sally Vliem, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.


Appointments – Continuing Academic Career Specialist
Betsy Aller, Assistant Academic Career Specialist, Department of Industrial and Manufacturing Engineering, effective August 6, 2001.

Gwendolyn Barnes, Assistant Academic Career Specialist, Department of Management, effective August 6, 2001.

Miriam Coleman, Assistant Academic Career Specialist, Department of Business Information Systems, effective August 6, 2001.

Janice Maatman, Instructor Academic Career Specialist, School of Public Affairs and Administration, effective July 16, 2001.

Barbara Secrist, Instructor Academic Career Specialist, Department of Business Information Systems, effective August 6, 2001.

Barbara Starke, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.
Appointments – Continuing Academic Career Specialist (Continued)

John Weitzel, Assistant Academic Career Specialist, Department of Marketing, effective August 6, 2001.

Jacqueline Wylie, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Resignation – Academic Career Specialist
Cheryl Delk, Associate Academic Career Specialist, Career English Language Center for International Studies, effective May 1, 2001.

Change of Department Affiliation
David Rudge, Assistant Professor, from the Department of Science Studies to the Department of Biological Sciences, effective August 6, 2001.

Aletta Zietsman-Thomas, Assistant Professor, from the Department of Science Studies to the Department of Physics, effective August 6, 2001.

Vishva Sharma, Professor, from the Department of Science Studies to the College of Arts and Sciences, effective August 6, 2001.

Reappointments – Adjunct
R. Eugene Ballard, Adjunct Associate Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Norman Brown, Adjunct Professor, School of Public Affairs and Administration, effective October 1, 2001 through September 30, 2004.

Grace Mannion, Adjunct Assistant Professor, School of Music, effective October 1, 2001 through September 30, 2004.

Ronald Schmidt, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Diana Spradling, Adjunct Assistant Professor, School of Music, effective October 1, 2001 through September 30, 2004.
Reappointments – Adjunct (Continued)
Mary Tiernan, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Elizabeth Van Ark, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Randall Wolbert, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Appointments - Adjunct
Katherine Black, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Frank Chaves, Adjunct Visiting Artist, Department of Dance, effective October 1, 2001 through September 30, 2004.

James Cochrane, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Deborah Doherty, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Randall Eberts, Adjunct Professor, Department of Economics, effective October 1, 2001 through September 30, 2004.

Carol Echenique, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

John Fisher, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Dianna Hargis, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Lori Harrington, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Dale Hein, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.
Appointments – Adjunct (Continued)
Maureen Hutchinson, Adjunct Assistant Professor, School of Social Work effective October 1, 2001 through September 30, 2004.

Daryl Kimberly, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Kristen Kimm, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Pamela Kingery, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Mary Kirkwood, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Philip Kunze, Adjunct Assistant Professor, Department of Art, effective October 1, 2001 through September 30, 2004.

John Mathieson, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Ronald Peterson, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Janine Rhodes, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Paul Schoenherr, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Janette Sherman, Adjunct Professor, Environmental Institute, effective October 1, 2001 through September 30, 2004.

Dennis Sturtewant, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Tesfaye Teklu, Adjunct Associate Professor, Department of Economic, effective October 1, 2001 through September 30, 2004.

Norma Thornton, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.
Appointments – Adjunct (Continued)
Candace Van Orman, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Sandra Vigants, Adjunct Assistant Professor, School of Social Work, effective October 1, 2001 through September 30, 2004.

Resignations
Robert Buck, Assistant Professor, Department of Statistics, effective August 5, 2001.

Nancy Cornwell, Assistant Professor, Department of Communication, effective August 4, 2002.

Deborah Deliyannis, Assistant Professor, Department of History, effective August 15, 2001.

Jennifer Fager, Assistant Professor, Department of Teaching, Learning and Leadership, effective August 1, 2001.

Mark Roehling, Assistant Professor, Department of Management, effective June 30, 2001.

Martine Sauret, Assistant Professor, Department of Foreign Languages and Literatures, effective August 5, 2001.

Deborah Spake, Assistant Professor, Department of Marketing, effective August 3, 2001.

Professional Development Leave
Susan Carlson, Associate Professor, Department of Sociology, effective December 10, 2001 through April 14, 2002.

NON-ACADEMIC

Appointments
Paul DeVries, Director of Compliance, Intercollegiate Athletics, effective July 9, 2001.

Kelly Lycan, Head Women’s Track Coach, Intercollegiate Athletics, effective August 1, 2001.
NON-ACADEMIC (Continued)

Resignation

Retirements
Patricia Duzan, Administrative Assistant, Department of Foreign Languages and Literatures, effective August 31, 2001.

Karen Rice, Office Assistant, Department of Sociology, effective December 31, 2001.
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
Budget and Finance Committee
Friday, September 14, 2001
Room 204, Bernhard Center
9 a.m.

AGENDA

I. ACTION ITEMS

1. Approval of the Minutes of the July 6, 2001 Committee Meeting

2. "Partnering for Success: The Centennial Campaign for Western Michigan University"

3. Gift Report

4. Personnel Report

5. Annuity and Life Income Funds - Retention of State Street

6. Lease Extension - National City Branch Bank

7. Bank ATM Lease - National City Bank

II. INFORMATIONAL ITEMS

8. Cost Containment Measures

9. Deferred Maintenance Report

10. Annuity and Life Income Funds Report

11. Operating Cash Account Report

Trustee Haworth, Chair
Trustee Anthony
Trustee Chormann
Trustee Pero
Trustee St. John (ex officio)
President Floyd (ex officio)
APPROVAL OF THE MINUTES OF THE JULY 6, 2001 COMMITTEE MEETING
RESOLUTION

It is recommended that the following resolution be approved regarding the University’s recently announced capital campaign, "Partnering for Success: The Centennial Campaign for Western Michigan University."

WHEREAS, Western Michigan University was established in Kalamazoo in 1903 as the result of a partnership with the citizens of the community;

AND WHEREAS, the University has in the years since 1903 developed many partnerships with communities, businesses and individuals throughout the state of Michigan, the United States of America and the world;

AND WHEREAS, as a result of these many partnerships, the University has grown from an initial enrollment of 117 to now serve more than 28,000 students and has increased in scope from a regional two-year teachers college to a major doctoral-research university of international significance;

AND WHEREAS, additional funding is needed if the University is to take advantage of continuing opportunities for the further development of its reputation as one of the world's leading student-centered research universities;

AND WHEREAS, such additional funding would be used to provide for the needs of students and faculty to perform excellently across the campus and in all fields of research and academic endeavor;

AND WHEREAS, the University, through its president, Dr. Elson S. Floyd, has publicly announced on the 30th day of August, 2001, the most ambitious fund-raising effort in the history of the University for the purpose of creating greater opportunities for students and faculty;

AND WHEREAS, that fund-raising effort will also honor the University by achieving its goal in the 100th year at Western Michigan University, and thus honor the past by providing for the future;

NOW THEREFORE, the Western Michigan University Board of Trustees does unanimously and fully endorse "Partnering for Success: The Centennial Campaign for Western Michigan University."
GIFT REPORT

Background

This report includes activity for the months of July and August. Current and deferred cash gifts for July and August were $929,391 and $356,470 respectively. The year-to-date total for the current fiscal year is $1,285,861. This represents an increase of $406,901 over last fiscal year. Information regarding major gifts is provided.

Recommended Motion

It is recommended that this gift report including activity for July and August be approved.
### WESTERN MICHIGAN UNIVERSITY

**GIFTS RECEIVED**

<table>
<thead>
<tr>
<th>WMUF CASH GIFTS:</th>
<th>July 2001</th>
<th>July 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
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<tr>
<td>Alumni</td>
<td>$99,032</td>
<td>$83,509</td>
<td>$15,523</td>
<td>$99,032</td>
<td>$83,509</td>
<td>$15,523</td>
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<td>Individual Friends</td>
<td>63,134</td>
<td>41,198</td>
<td>21,936</td>
<td>63,134</td>
<td>41,198</td>
<td>21,936</td>
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<td>Corporations/Foundations/Other Orgns</td>
<td>649,802</td>
<td>324,885</td>
<td>324,917</td>
<td>649,802</td>
<td>324,885</td>
<td>324,917</td>
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<td>Estate Gifts</td>
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<td>5,122</td>
<td>112,301</td>
<td>117,423</td>
<td>5,122</td>
<td>112,301</td>
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<td><strong>CURRENT CASH GIFTS</strong></td>
<td>$929,391</td>
<td>$454,714</td>
<td>$474,677</td>
<td>$929,391</td>
<td>$454,714</td>
<td>$474,677</td>
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**DEFERRED GIFTS:** Charitable remainder trusts and annuities (shown at fair market value)

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<tr>
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<th>FY 2001</th>
<th>FY 2002</th>
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<tr>
<td>Net present value as of date of gift:</td>
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<td></td>
</tr>
<tr>
<td>FY 2001</td>
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<tr>
<td>FY 2002</td>
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<tr>
<td><strong>SUBTOTAL-CURRENT CASH &amp; DEFERRED GIFTS</strong></td>
<td>$929,391</td>
<td>$454,714</td>
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**NON-CASH GIFTS:**

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<th>$681,221</th>
<th>$78,816</th>
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<td><strong>SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION</strong></td>
<td>$1,610,612</td>
<td>$533,530</td>
<td>$1,077,082</td>
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**PAPER TECHNOLOGY FOUNDATION**

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<th>Cash Gifts:</th>
<th>1,748</th>
<th>17,898</th>
<th>(16,150)</th>
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<td>Non-Cash Gifts:</td>
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<td>-</td>
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<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.</strong></td>
<td>$1,748</td>
<td>$17,898</td>
<td>(16,150)</td>
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**TOTAL GIFTS**

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<tr>
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<th>$1,612,360</th>
<th>$551,428</th>
<th>$1,060,932</th>
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|               | $1,612,360 | $551,428 | $1,060,932 |
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

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<tr>
<th></th>
<th>August 2001</th>
<th>August 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
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<tr>
<td>WMUF CASH GIFTS:</td>
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<tr>
<td>Alumni</td>
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<td>Estate Gifts</td>
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<td>CURRENT CASH GIFTS</td>
<td>$356,470</td>
<td>$424,246</td>
<td>$(67,776)</td>
<td>$1,235,861</td>
<td>$876,960</td>
<td>$403,901</td>
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<td>(Charitable remainder trusts and annuities shown at fair market value)</td>
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<tr>
<td>FY 2001</td>
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<tr>
<td>FY 2002</td>
<td>$0</td>
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<tr>
<td>SUBTOTAL-CURRENT CASH &amp; DEFERRED GIFTS</td>
<td>$356,470</td>
<td>$424,246</td>
<td>$(67,776)</td>
<td>$1,235,861</td>
<td>$876,960</td>
<td>$406,901</td>
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<td>NON-CASH GIFTS:</td>
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<tr>
<td>SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION</td>
<td>$404,000</td>
<td>$846,399</td>
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<td>$1,379,929</td>
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<td>PAPER TECHNOLOGY FOUNDATION</td>
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<tr>
<td>Cash Gifts</td>
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<td>$3,248</td>
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<td>$10,576</td>
<td>$21,146</td>
<td>(10,570)</td>
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<td>$(436,510)</td>
<td>$2,025,197</td>
<td>$1,401,075</td>
<td>$(624,122)</td>
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</table>
Cash Gifts July:

- Mr. Berle Finkey | $10,000 | Men’s Basketball European Trip
- Mr. and Mrs. Edward J. Fletcher | 25,000 | Donald “J” Seelye Athletic Center
- Georgia-Pacific Foundation, Inc. | 10,000 | Food Marketing Program Scholarship
- Anonymous Donor | 200,000 | WMUK-FM Radio Station Equipment Fund
- Merze Tate Estate | 117,423 | Merze Tate Endowed Medallion Scholarship

Cash Gifts August:

- State of Michigan | $18,380 | Unrestricted Fund at Western
  (Our portion of money received for WMU Logo license plates)
- Mrs. Peggy Sorensen | 38,500 | Hap Sorensen Endowment Fund for men’s tennis
  1,500 | Gary Fund for men’s tennis
- Fort Miami Heritage Society | 20,000 | Fredrick S. Upton Fellowship in Public History

New Cash Pledges July:

- Armstrong International, Inc. | $356,000 | The Armstrong Energy Management Endowed Scholarship
- Kalamazoo Electric, Inc. | 88,000 | College of Engineering & Applied Sciences Energy Management Program
- Kalamazoo Electric, Inc. | 25,000 | Donald "J" Seelye Athletic Center

New Cash Pledges August:

- Anonymous Donor | $450,000 | WMUK-FM Radio Station Equipment Fund
New Deferred Gifts July:

Dr. and Mrs. Fredric Mortimore $1,527,500 Bequest
Mrs. Gretchen L. Bullard 400,000 Bequest

New Deferred Gifts August:

Anonymous Donor $50,000 Bequest

*Paper Technology Foundation, Inc. gifts.
Western Michigan University
Board of Trustees
Budget and Finance Committee

PERSONNEL REPORT

RETIREMENTS


RECOMMENDATION Re WESTERN MICHIGAN UNIVERSITY ANNUITY AND LIFE INCOME FUNDS – RETENTION OF STATE STREET

Background

Western Michigan University has employed various banks throughout the past 25 years to provide investment services for the University’s Annuity and Life Income Funds program. The University remained responsible for all other administrative duties which were performed across multiple departments. After careful review, it was determined that better service could be provided to donors and more effective use made of University resources by outsourcing the trust administration. In 1996, the Board of Trustees authorized the University to hire State Street to provide both administrative and investment management services. State Street’s technology and resources have provided a seamless integration of custody, accounting, and various services including but not limited to gift processing, benefit payments, tax returns, and consulting services to our planned giving personnel. State Street’s senior consultants and staff work closely with the University to assure the highest level of service is provided at a very reasonable fee.

We have for some time now been concerned about the investment performance of State Street. However, State Street’s philosophy is to deliver its trust services bundled with its investment products. As a result of this bundling, we have been presented with a dilemma regarding the poor investment performance. Many months ago we issued a request for proposal to evaluate other managers with the intent of providing an alternative to State Street. This proposal process was done in conjunction with Fund Evaluation Group, our external consultant. As with State Street, we learned that many managers require both investment and administration of the funds. In our opinion, State Street’s trust services are more robust and valuable than any presented by alternative providers for the fees charged. Fund Evaluation Group recommended we move to passive investment with State Street in order to better meet our investment targets. As a result of this recommendation, we have begun the process of moving to State Street’s indexed funds or exchange traded funds. We believe these alternative investments comply with existing Board of Trustees’ policy.

Recommended Motion

It is hereby recommended that the University maintain its existing relationship with State Street.
LEASE EXTENSION – National City Branch Bank

Background

In 1995, the University entered into a six year agreement to provide space for a branch bank location on the ground floor of the Bernhard Center in the University’s Bronco Mall, with National City Bank of Michigan/Illinois (then First of America).

The lease expired June 30, 2001, and both parties have been on a month to month basis since that time. The extension allows for the agreement, with rent adjustments, to continue for another two years, through June 30, 2003.

Recommended Motion

It is recommended that the Board authorize the treasurer or assistant treasurer to execute a lease extension for two years with National City Bank of Michigan/Illinois.
Background

Currently, the University has four ATM machines on campus; three belonging to National City and one belonging to Standard Federal Bank. One of the three National City ATMs is attached to the Branch Bank in the Bronco Mall, and is part of that lease.

In response to student demand for convenience of service, the administration has engaged discussions with National City to add two more ATM machines. One will be located in the public area of first floor of Sprau Tower. The other will be located on Gilkinson Ave, just down from Sindecuse Health Center. These two locations will address the two highest student traffic patterns, as identified through the assistance of the Western Student Association.

Some points of the agreement are still being negotiated, however, the lease period would be for two years commencing August 1, 2001 and ending July 31, 2003.

Recommended Motion

It is recommended that the Board authorize the treasurer or assistant treasurer to negotiate and execute an ATM lease of two years with National City Bank of Michigan/Illinois.
COST CONTAINMENT MEASURES
DEFERRED MAINTENANCE REPORT - Beam/Pete Strazdas, Manager, Maintenance Services
Division, Physical Plant
ANNUITY AND LIFE INCOME FUNDS REPORT
Western Michigan University
Board of Trustees
Budget and Finance Committee

Agenda Item No. 11
September 14, 2001

OPERATING CASH ACCOUNTS REPORT
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
REGULAR MEETING
FRIDAY, OCTOBER 26, 2001
CONNABLE BOARD ROOM, BERNHARD CENTER
2:30 p.m.

AGENDA

I. PROCEDURAL ITEMS

1. Remarks by the Chair
2. Remarks by the President
3. Acceptance of the Agenda
4. Approval of the Minutes of the July 6, 2001 Regular Meeting

II. ACTION ITEMS

ROLL CALL 5. Recommendation re Presidential Evaluation/Compensation
6. 2002 Meeting Dates
7. Authorization to Confer Degrees
8. Academic and Student Affairs Committee Recommendations
   a. Grant Report
   b. Personnel Report
   c. Master of Arts in Marriage and Family Therapy
   d. Master of Arts in Educational Technology
   e. Master of Science in Molecular Biotechnology
   f. Graduate Certificate Program in Clinical Trials Administration

9. Budget and Finance Committee Recommendations
   a. Resolution - "Partnering for Success: The Centennial Campaign for Western Michigan University"
   b. Support Services Agreement - Western Michigan University and Western Michigan University Foundation
   c. Gift Report
   d. Personnel Report
   e. New Elective Employee Tax Deferral Option
   f. Lease Extension - National City Branch Bank
ROLL CALL
g. Bank ATM Lease - National City Bank BF-8

ROLL CALL
h. Lease Agreement - Center for Disability Services BF-9

i. Annuity and Life Income Funds - Retention of State Street BF-10

j. Capital Outlay Project Request for 2002/03 BF-11

III. INFORMATIONAL ITEMS

10. Remarks by the Provost Dobney

11. Public Comments St. John

IV. EXECUTIVE SESSION - ROLL CALL (Room 204) St. John
Western Michigan University
Board of Trustees Meeting

REMARKS BY THE CHAIR
REMARKS BY THE PRESIDENT
ACCEPTANCE OF THE AGENDA
APPROVAL OF THE MINUTES OF THE JULY 6, 2001 REGULAR MEETING
RECOMMENDATION RE PRESIDENTIAL EVALUATION/COMPENSATION - ROLL CALL
Western Michigan University
Board of Trustees Meeting

2002 BOARD MEETING DATES

It is recommended that the following dates be approved for 2002 meetings:

Thursday, January 24
Friday, March 22
Friday, May 17
Friday, July 12
Friday, October 4
Friday, December 13
AUTHORIZATION TO CONFER DEGREES

It is recommended that the President be authorized to confer degrees at the December 8 commencement ceremonies as recommended by the Faculty.
GRANT REPORT

It is recommended that the grant report for June, July, August and September 2001 be approved.

(Tab ASA-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab ASA-3)
PROPOSAL TO OFFER A MASTER OF ARTS IN MARRIAGE AND FAMILY THERAPY

It is recommended that the proposal to offer a Master of Arts in Marriage and Family Therapy be approved, effective winter semester 2002.

(Tab ASA-4)
PROPOSAL TO OFFER A MASTER OF ARTS IN EDUCATIONAL TECHNOLOGY

It is recommended that the proposal to offer a Master of Arts in Educational Technology be approved, effective winter semester 2002.

(Tab ASA-5)
MASTER OF SCIENCE IN MOLECULAR BIOTECHNOLOGY

It is recommended that the proposal to offer a Master of Science in Molecular Biotechnology be approved, effective winter semester 2002.

(Tab ASA-6)
GRADUATE CERTIFICATE PROGRAM IN CLINICAL TRIALS ADMINISTRATION

It is recommended that the proposal to offer a Graduate Certificate Program in Clinical Trials Administration be approved, effective winter semester 2002.

(Tab ASA-7)
RESOLUTION - PARTNERING FOR SUCCESS: THE CENTENNIAL CAMPAIGN FOR WESTERN MICHIGAN UNIVERSITY

It is recommended that the resolution be approved re "Partnering for Success: The Centennial Campaign for Western Michigan University."

(Tab BF-2)
SUPPORT SERVICES AGREEMENT BETWEEN WESTERN MICHIGAN UNIVERSITY AND WESTERN MICHIGAN UNIVERSITY FOUNDATION

It is recommended that the support services agreement between Western Michigan University and Western Michigan University Foundation be approved.

(Tab BF-3)
GIFT REPORT

It is recommended that the gift report for July, August and September 2001 be approved.

(Tab BF-4)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab BF-5)
NEW ELECTIVE EMPLOYEE TAX DEFERRAL OPTION

It is recommended that the administration be authorized to enact all necessary actions to adopt and offer WMU employees the new options offered under the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), relative to the 403(b) and 457(b) programs.

(Tab BF-6)
LEASE EXTENSION - NATIONAL CITY BRANCH BANK - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to execute a lease extension with the National City Bank of Michigan/Illinois for two years with three additional one-year optional extensions.

(Tab BF-7)
BANK ATM LEASE - NATIONAL CITY BANK - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to negotiate and execute an ATM lease with National City Bank of Michigan/Illinois for two years with three additional one-year optional extensions.

(Tab BF-8)
LEASE AGREEMENT - CENTER FOR DISABILITY SERVICES - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to enter into a new lease, not to exceed three years, with Tracy Enterprises, Inc., on behalf of the Center for Disability Services.

(Tab BF-9)
ANNUITY AND LIFE INCOME FUNDS - RETENTION OF STATE STREET

It is recommended that the University maintain its existing relationship with State Street.

(Tab BF-10)
Western Michigan University
Board of Trustees Meeting

Agenda Item No. 9. j.
October 26, 2001

CAPITAL OUTLAY PROJECT REQUEST FOR 2002/03

It is recommended that the Capital Outlay Project Request for 2002/03 be approved for submission to the State of Michigan.

(Tab BF-11)
REMARKS BY THE PROVOST
PUBLIC COMMENTS
EXECUTIVE SESSION - ROLL CALL
AGENDA

I. ACTION ITEMS

1. Approval of the Minutes of the July 6, 2001 Meeting

2. "Partnering for Success: The Centennial Campaign for Western Michigan University"

3. Support Services Agreement - Western Michigan University and Western Michigan University Foundation

4. Gift Report

5. Personnel Report

6. New Elective Employee Tax Deferral Option

7. Lease Extension - National City Branch Bank

8. Bank ATM Lease - National City Bank

9. Lease Agreement - Center for Disability Services

10. Annuity and Life Income Funds - Retention of State Street

11. Capital Outlay Project Request for 2002/03

II. INFORMATIONAL ITEMS

12. Cost Containment Measures

13. Annuity and Life Income Funds Report

14. Operating Cash Account Report
APPROVAL OF THE MINUTES OF THE JULY 6, 2001 COMMITTEE MEETING
RESOLUTION - CENTENNIAL CAMPAIGN

It is recommended that the following resolution be approved regarding the University's recently announced capital campaign, "Partnering for Success: The Centennial Campaign for Western Michigan University."

WHEREAS, Western Michigan University was established in Kalamazoo in 1903 as the result of a partnership with the citizens of the community;

AND WHEREAS, the University has in the years since 1903 developed many partnerships with communities, businesses and individuals throughout the state of Michigan, the United States of America and the world;

AND WHEREAS, as a result of these many partnerships, the University has grown from an initial enrollment of 117 to now serve more than 28,000 students and has increased in scope from a regional two-year teachers college to a major doctoral-research university of international significance;

AND WHEREAS, additional funding is needed if the University is to take advantage of continuing opportunities for the further development of its reputation as one of the world's leading student-centered research universities;

AND WHEREAS, such additional funding would be used to provide for the needs of students and faculty to perform excellently across the campus and in all fields of research and academic endeavor;

AND WHEREAS, the University, through its president, Dr. Elson S. Floyd, has publicly announced on the 30th day of August, 2001, the most ambitious fund-raising effort in the history of the University for the purpose of creating greater opportunities for students and faculty;

AND WHEREAS, that fund-raising effort will also honor the University by achieving its goal in the 100th year at Western Michigan University, and thus honor the past by providing for the future;

NOW THEREFORE, the Western Michigan University Board of Trustees does unanimously and fully endorse "Partnering for Success: The Centennial Campaign for Western Michigan University."
SUPPORT SERVICES AGREEMENT - WESTERN MICHIGAN UNIVERSITY AND WMU FOUNDATION

The WMU Foundation (a Michigan non-profit corporation) and Western Michigan University have had a long-standing agreement to provide services to each other. As a result, the Foundation and the University wish to enter into a written agreement for the University to provide continued administrative, operational and other services for the Foundation in consideration of the funding and services provided by the Foundation.

Under the terms and conditions of the support services agreement between the Foundation and the University, the University agrees to perform a number of support services, subject to and in accordance with the reasonable direction and control of the Foundation. In consideration for receiving these support services, the Foundation agrees to compensate the University on an annual basis a fee, which will be negotiated and agreed upon. For the first year of this Agreement, this fee shall be $200,000. The fee shall be paid at the beginning of each University fiscal year to compensate the University for services to be rendered in the upcoming fiscal year. Additionally, the University reserves the right to adjust the cost of services provided to the Foundation from time to time upon 30 days advance written notice.

The support services agreement between the Foundation and the University shall continue for a term of one year and thereafter, for successive one-year periods unless terminated by mutual agreement of the Foundation and the University or upon 60 days prior written notice from either party. This Agreement may be amended from time to time by mutual agreement of the Foundation and the University.

It is recommended that the attached support services agreement between the Western Michigan University and the WMU Foundation be approved.
SUPPORT SERVICES AGREEMENT BETWEEN
THE WESTERN MICHIGAN UNIVERSITY FOUNDATION AND WESTERN MICHIGAN UNIVERSITY

THIS AGREEMENT, effective October 26, 2001, is by and between THE WESTERN MICHIGAN UNIVERSITY FOUNDATION ("Foundation"), a Michigan nonprofit corporation, and THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate ("University").

BACKGROUND

The Foundation is a separate charitable, nonprofit corporation with its own board of directors operated exclusively for the benefit of Western Michigan University, a Michigan institution of higher education governed by the Board of Trustees of Western Michigan University, a Michigan constitutional body corporate. The Foundation and the University have had a long standing agreement to provide services to each other. The Foundation and the University wish to enter into this written agreement for the University to provide continued administrative, operational, and other services for the Foundation in consideration of the funding and services provided by the Foundation.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties agree as follows:

TERMS AND CONDITIONS

1. **Support Services Provided by the University.** The University hereby agrees to perform the following support services, subject to and in accordance with the reasonable direction and control of the Foundation.

   a. Provide administrative and operational services for the Foundation.

   b. Provide accounting services for the Foundation, such as periodic financial and regulatory reporting, asset/liability management support, financial analysis, accounts payable service, tax accounting and planning, general ledger account reconcilement, and overall accounting policy and guidance.

   c. Provide staff assistance as the University deems appropriate for projects, events, campaigns, mailings, meetings, public relations, and other activities conducted in the name of the Foundation.

   d. Provide periodic auditing of accounting operations and internal controls through internal audit staff and/or selection of an external auditor.

   e. Provide funds management services for the Foundation, such as investment portfolio analysis, transaction processing, reporting, investment accounting services, investment management, asset/liability management services, accounting services, and special reports upon the Foundation's request.

   f. Assist with relationships with insurance carriers, financial institutions, companies, individuals, and other organizations.

   g. Provide other advice and services regarding finance and legal matters.
h. Provide meeting space and office facilities as deemed appropriate by the University. Meeting space for the Foundation shall include meeting rooms, parking, utility services, and refreshments and meals to accommodate the Foundation's meetings and events.

i. From time to time, the Foundation and the University may agree to designate employees of the University to also serve as officers of the Foundation who will provide services to the Foundation in their roles as Foundation officers. The University shall continue to pay the salary and other compensation and the cost of all benefits to or for each such employee serving, and it is acknowledged that the fee set forth in Section 2 includes the costs of reimbursing the University based upon the prorated time expended by these employees on Foundation services.

j. Provide record-keeping services, including storage, for the records and documents of the Foundation.

k. Provide all other services and advice as may be agreed to by the parties hereto.

2. **Fee for Services.** In consideration for receiving the above-described services, the Foundation agrees to compensate the University on an annual basis a fee which will be negotiated and agreed upon. For the first year of this Agreement, this fee shall be Two Hundred Thousand Dollars ($200,000.00). This sum shall be paid at the beginning of each University fiscal year to compensate the University for services to be rendered in the upcoming fiscal year. Notwithstanding the foregoing, The University reserves the right, in its sole discretion, to adjust the cost of services listed in Section 1 to the Foundation from time to time upon thirty (30) days advance written notice.

3. **Form of Payment.** Payment of the fee for services shall be performed by the University in the manner deemed appropriate by the University to effectuate the compensation for the services provided.

4. **Term and Termination.** This Agreement shall continue for a term of one (1) year from the above date and thereafter, for successive one (1) year periods unless terminated by mutual agreement of the parties or upon sixty (60) days prior written notice from either party. If this Agreement is not in effect for a full fiscal year, the value of the services provided and expenses incurred by the University will be determined by prorating the annual fee over the number of months the agreement is in force, and the University shall refund to the Foundation the remaining portion of the fee paid.

5. **Consultants, Other Fees, and Costs.** If requested by the University, the Foundation agrees to reimburse the University for any reasonable consultant and/or similar fees and costs incurred by the University for the Foundation's benefit, including but not limited to major equipment purchases, consultant fees, legal fees, and/or gift acquisition and processing related expenses.

6. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by certified mail, return receipt requested, addressed as follows:

   If to the University:
   Vice President for Development
   Western Michigan University
   1903 West Michigan Ave
   Kalamazoo, MI 49008
   Fax: (616) 387-8770

   If to the Foundation:
   President
   Western Michigan University Foundation
   1903 W. Michigan Avenue
   Kalamazoo, MI 49008
   Fax: (616) 387-8770
7. **Independent Contractor.** The parties hereto understand that in providing consulting services, the University is an independent contractor and that the University is not acting as an agent, partner, joint venturer or lessee of the Foundation. As such, the University shall set its own hours and participate in any activity or business it deems appropriate.

8. **Assignment.** The University may assign its rights or delegate its duties under this Agreement. In addition, The University may appoint, at its discretion, various individuals to provide the services described herein.

9. **Responsibility for Foundation’s Payables and Liabilities.** At no time will the University be responsible for payables and liabilities of the Foundation, whether current or future arising; such payables and liabilities shall remain the sole responsibility of the Foundation.

10. **Miscellaneous.** This Agreement, together with the exhibits hereto, contains the entire agreement between the parties hereto with respect to services to be provided by the University to the Foundation. This Agreement may be amended as provided herein and otherwise, from time to time, by mutual agreement of the parties hereto. The parties may add additional services to be performed hereunder by attaching hereto, from time to time, a schedule of such additional services. The invalidity of any portion of this Agreement shall in no way affect the balance hereof. This Agreement shall remain in effect until termination.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan except to the extent governed by applicable federal law.

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**THE BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY**

By: ________________________________

Printed Name: ________________________________

Its: ________________________________

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**THE WESTERN MICHIGAN UNIVERSITY FOUNDATION**

By: ________________________________

Printed Name: Bud Bender

Its: Executive Director/Secretary

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By: ________________________________

Printed Name: William D. Johnston

Its: President
GIFT REPORT

Background

This report includes activity for the months of July, August and September. Current and deferred cash gifts for July, August and September were $929,391, $356,470 and $317,029 respectively. The year-to-date total for the current fiscal year is $1,602,890. This represents a decrease of $373,374 over last fiscal year. This decrease is due in part to a significant cash gift from the Dr. Merze Tate Estate. Information regarding major gifts is provided.

Recommended Motion

It is recommended that this gift report including activity for July, August and September be approved.
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

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<td>FY 2002</td>
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<td><strong>SUBTOTAL-CURRENT CASH &amp; DEFERRED GIFTS</strong></td>
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<td><strong>NON-CASH GIFTS:</strong></td>
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<tr>
<td>Cash Gifts</td>
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<td><strong>SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION</strong></td>
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<td>Cash Gifts</td>
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<td>(16,150)</td>
<td>$ 1,748</td>
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<td>(16,150)</td>
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<td><strong>TOTAL GIFTS</strong></td>
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<td>$ 551,428</td>
<td>$ 1,060,932</td>
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## WESTERN MICHIGAN UNIVERSITY
### GIFTS RECEIVED

#### WMUF CASH GIFTS:

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<th>Source</th>
<th>August 2001</th>
<th>August 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
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<tr>
<td>Alumni</td>
<td>$146,758</td>
<td>$62,928</td>
<td>$83,830</td>
<td>$245,790</td>
<td>$146,457</td>
<td>$99,353</td>
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<tr>
<td>Individual Friends</td>
<td>$58,418</td>
<td>$37,077</td>
<td>$21,341</td>
<td>$121,552</td>
<td>$78,275</td>
<td>$43,277</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>$79,815</td>
<td>$279,460</td>
<td>$(199,645)</td>
<td>$728,617</td>
<td>$604,345</td>
<td>$125,272</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>$7,479</td>
<td>$44,701</td>
<td>$26,628</td>
<td>$153,902</td>
<td>$48,903</td>
<td>$105,098</td>
</tr>
</tbody>
</table>

**CURRENT CASH GIFTS**

| Total                           | $356,470    | $424,246    | $(67,776)   | $1,235,851           | $878,960             | $406,901     |

#### DEFERRED GIFTS: Charitable remainder trusts and annuities (shown at fair market value)

<table>
<thead>
<tr>
<th>FY 2001 10</th>
<th>FY 2002 10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Net present value as of date of gift:

<table>
<thead>
<tr>
<th>FY 2001</th>
<th>FY 2002</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL-CURRENT CASH & DEFERRED GIFTS**

| Total                           | $356,470    | $424,246    | $(67,776)   | $1,235,851           | $878,960             | $406,901     |

#### NON-CASH GIFTS:

| Total                           | $404,009    | $846,399    | $(442,390)  | $2,014,621           | $1,379,929           | $634,692     |

**SUBTOTAL GIFTS RECEIVED BY WMU FOUNDATION**

| Total                           | $412,837    | $849,647    | $(436,810)  | $2,025,197           | $1,401,075           | $624,122     |

#### PAPER TECHNOLOGY FOUNDATION

| Cash Gifts:                     | $8,828      | $3,248      | $5,580      | $10,576              | $21,146              | $(10,570)    |
| Non-Cash Gifts:                 |            |            |            |                      |                     |              |

**SUBTOTAL GIFTS RECEIVED BY PAPER TECH. FDN.**

| Total                           | $8,828      | $3,248      | $5,580      | $(10,570)            | $21,146              | $(10,570)    |

**TOTAL GIFTS**

| Total                           | $412,837    | $849,647    | $(436,810)  | $2,025,197           | $1,401,075           | $624,122     |
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

<table>
<thead>
<tr>
<th>WMUF CASH GIFTS:</th>
<th>September 2001</th>
<th>September 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$ 95,199</td>
<td>$ 83,576</td>
<td>$ 11,623</td>
<td>$ 340,980</td>
<td>$ 230,013</td>
<td>$ 110,976</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>$ 66,504</td>
<td>$ 294,714</td>
<td>$ (228,210)</td>
<td>148,056</td>
<td>372,589</td>
<td>(184,933)</td>
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<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>$ 150,010</td>
<td>$ 99,480</td>
<td>$ 50,520</td>
<td>879,927</td>
<td>703,835</td>
<td>175,792</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>$ 5,316</td>
<td>$ 555,524</td>
<td>$ (560,208)</td>
<td>194,218</td>
<td>606,427</td>
<td>(411,209)</td>
</tr>
<tr>
<td><strong>CURRENT CASH GIFTS</strong></td>
<td><strong>$ 317,029</strong></td>
<td><strong>$ 1,033,304</strong></td>
<td><strong>$ (716,275)</strong></td>
<td><strong>$ 1,602,980</strong></td>
<td><strong>$ 1,912,264</strong></td>
<td><strong>$ (308,374)</strong></td>
</tr>
</tbody>
</table>

**DEFERRED GIFTS:** Charitable remainder trusts and annuities (shown at fair market value)

<table>
<thead>
<tr>
<th>FY 2001</th>
<th>FY 2002</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 39,713</td>
<td>$ 0</td>
</tr>
</tbody>
</table>

**Net present value as of date of gift**

<table>
<thead>
<tr>
<th>FY 2001</th>
<th>FY 2002</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 39,713</td>
<td>$ 0</td>
</tr>
</tbody>
</table>

**SUBTOTAL-CURRENT CASH & DEFERRED GIFTS**

<table>
<thead>
<tr>
<th>September 2001</th>
<th>September 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 317,029</td>
<td>$ 1,097,304</td>
<td>$ (780,275)</td>
<td>$ 1,602,980</td>
<td>$ 1,976,264</td>
<td>$ (373,374)</td>
</tr>
</tbody>
</table>

**NON-CASH GIFTS:**

<table>
<thead>
<tr>
<th>September 2001</th>
<th>September 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>23,849</td>
<td>170,575</td>
<td>$ (146,726)</td>
<td>752,609</td>
<td>671,544</td>
<td>$ 81,085</td>
</tr>
</tbody>
</table>

**PAPER TECHNOLOGY FOUNDATION**

<table>
<thead>
<tr>
<th>WMUF CASH GIFTS:</th>
<th>September 2001</th>
<th>September 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash Gifts:</td>
<td>$ 107,959</td>
<td>$ 8,167</td>
<td>$ 99,822</td>
<td>118,555</td>
<td>29,313</td>
<td>$ 89,252</td>
</tr>
<tr>
<td>Non-Cash Gifts:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.</strong></td>
<td><strong>$ 107,959</strong></td>
<td><strong>$ 8,167</strong></td>
<td><strong>$ 99,822</strong></td>
<td><strong>$ 118,555</strong></td>
<td><strong>$ 29,313</strong></td>
<td><strong>$ 89,252</strong></td>
</tr>
</tbody>
</table>

**TOTAL GIFTS**

<table>
<thead>
<tr>
<th>September 2001</th>
<th>September 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 448,867</td>
<td>$ 1,276,046</td>
<td>$ (827,179)</td>
<td>$ 2,474,004</td>
<td>$ 2,677,121</td>
<td>$ (203,057)</td>
</tr>
</tbody>
</table>
Cash Gifts September:

Richard A. Lenon $64,000 Helen F. Lenon Medallion Scholarship
32,000 Richard A. Lenon Medallion Scholarship

The Coca-Cola Foundation 10,000 Food Marketing Program Scholarship

Pharmacia Foundation 20,000 Unrestricted Fund at Western

Cash Gifts July:

Mr. Berle Finkey $10,000 Men’s Basketball European Trip

Mr. and Mrs. Edward J. Fletcher 25,000 Donald “J” Seelye Athletic Center

Georgia-Pacific Foundation, Inc. 10,000 Food Marketing Program Scholarship

Anonymous Donor 200,000 WMUK-FM Radio Station Equipment Fund

Merze Tate Estate 117,423 Merze Tate Endowed Medallion Scholarship

Cash Gifts August:

State of Michigan $18,380 Unrestricted Fund at Western
(Our portion of money received for WMU Logo license plates)

Mrs. Peggy Sorensen 38,500 Hap Sorensen Endowment Fund for men’s tennis
1,500 Gary Fund for men’s tennis

Fort Miami Heritage Society 20,000 Fredrick S. Upton Fellowship in Public History

New Cash Pledges July:

Armstrong International, Inc. $356,000 The Armstrong Energy Management
Endowed Scholarship
88,000 College of Engineering & Applied Sciences
Energy Management Program

Kalamazoo Electric, Inc. 25,000 Donald “J” Seelye Athletic Center

Continued
New Cash Pledges August:

Anonymous Donor $450,000 WMUK-FM Radio Station Equipment Fund

New Deferred Gifts July:

Dr. and Mrs. Fredric Mortimore $1,527,500 Bequest
Mrs. Gretchen L. Bullard 400,000 Bequest

New Deferred Gifts August:

Anonymous Donor $50,000 Bequest

*Paper Technology Foundation, Inc. gifts.
PERSONNEL REPORT

Retirements

New Elective Employee Tax Deferral Option

Background:

The Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), signed into law on June 7, 2001, contained many provisions including, but not limited to lowering the tax rates, and rebates to tax payers ranging from $300 to $600. Perhaps most significant to public universities were the enhancements EGTRRA made to employee elective deferral contribution limits to 403(b) plans. EGTRRA repealed the complex calculations required to determine employee elective maximum deferrals. Effective January 1, 2002, employees will now be allowed to defer 100% of their compensation up to $11,000. Each year thereafter, through calendar year 2006, EGTRRA increases the elective deferrals by $1,000.

Adoption of 457(b) Plan:

Public institutions have always had the right to offer governmental 457(b) plans. However, prior to the passage of EGTRRA, these plans were not an attractive investment option. 457(b) limits historically have been lower than the 403(b) limits (the current annual limit for both the 403(b) and 457(b) plans is $8,500, or 33 1/3% of compensation, whichever is less). Effective January 2002, employees will be able to defer the full amount to both plans: or a maximum of $11,000 to each plan. A 457(b) plan enjoys the same tax advantages to employees as 403(b) plans. Participants are not taxed on the amounts contributed until the funds are withdrawn.

As the results of the enhancements EGTRRA has provided to public institutions beginning in calendar year 2002, the administration requests the Board of Trustees approval to adopt a 457(b) Plan.

Recommended Motion

It is recommended that the Board of Trustees authorize the Administration to enact all necessary actions to adopt and offer WMU employees the new options offered under the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), relative to the 403(b) and 457(b) programs.
LEASE EXTENSION – National City Branch Bank

Background

In 1995, the University entered into a six year agreement to provide space for a branch bank location on the ground floor of the Bernhard Center in the University’s Bronco Mall, with National City Bank of Michigan/Illinois (then First of America).

The lease expired June 30, 2001, and the both parties have been on a month to month basis since that time. The attached extension allows for the agreement, with rent adjustments, to continue for another two years, through June 30, 2003, with three additional one-year optional extensions.

Recommended Motion

It is recommended that the Board authorize the treasurer or assistant treasurer to execute a lease extension with National City Bank of Michigan/Illinois for two years with three additional one-year optional extensions.
LEASE EXTENSION

THIS LEASE EXTENSION (the “Extension”) is entered into this ____ day of August, 2001, by and between BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate for and on behalf of Western Michigan University, (“Lessor”) and NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, successor in interest to First of America Bank-Michigan, a national banking association (“Lessee”).

WITNESSETH:

WHEREAS, by that certain Lease Agreement dated May 30, 1995 (the “Lease”), by and between Lessor and Lessee, Lessor leased to Lessee and Lessee leased from Lessor those certain premises (the “Premises”) containing approximately 1,150 square feet on the ground floor in the Bronco Mall (the “Building”), the Premises being more particularly described in the aforesaid Lease; and

WHEREAS, the Lease is effective through June 30, 2001; and

WHEREAS, the parties hereto desire to further extend said Lease through June 30, 2003, and provide certain renewal options.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

2. Rent. Section 3 of the Lease is hereby amended to provide monthly rent as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/01 – 8/31/01</td>
<td>$1,390.54</td>
</tr>
<tr>
<td>9/1/01 – 8/31/02</td>
<td>$1,432.71</td>
</tr>
<tr>
<td>9/1/02 – 6/30/03</td>
<td>$1,467.21</td>
</tr>
</tbody>
</table>

3. Renewal Options. Landlord further grants to Tenant the option to extend for three (3) additional periods of one (1) year each, provided Tenant is not in default of this Lease at the time of exercise or at the commencement of the option period. In order to exercise each consecutive one (1) year option, Tenant must give notice to Landlord ninety (90) days advance notice. Rent for each renewal term will increase annually by three (3%) percent.

4. Full Force and Effect. All of the terms, covenants and conditions of the Lease, as modified by this Extension, shall remain in full force and effect. Said Lease is hereby reaffirmed and ratified in its entirety by Landlord and Tenant.
IN WITNESS WHEREOF, the parties hereto have executed this Extension the day and year first above written.

WITNESSES:

LANDLORD:
Board of Trustees
Western Michigan University

By: ____________________________
Its: ____________________________
Date: ____________________________

TENANT:
National City Bank of Michigan/Illinois

By: ____________________________
Its: ____________________________
Date: ____________________________
BANK ATM LEASE – National City Bank

Background

Currently, the University has four ATM machines on campus; three belonging to National City and one belonging to Standard Federal Bank. One of the three National City ATMs is attached to the Branch Bank in the Bronco Mall, and is part of that lease.

In response to student demand for convenience of service, the administration has engaged discussions with National City to add two more ATM machines. One will be located in the public area of first floor of Sprau Tower. The other will be located on Gilkinson Ave, just down from Sindecuse Health Center. These two locations will address the two highest student traffic patterns, as identified through the assistance of the Western Student Association.

The lease period would be for two years commencing August 1, 2001 and ending July 31, 2003, with three additional one-year optional extensions.

Recommended Motion

It is recommended that the Board authorize the treasurer or assistant treasurer to negotiate and execute an ATM lease with National City Bank of Michigan/Illinois for two years with three additional one-year optional extensions.
THIS LEASE made this ______ day of ____________, 2001, by and between BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate for and on behalf of Western Michigan University (hereinafter referred to as "Landlord"), and NATIONAL CITY BANK OF MICHIGAN/ILLINOIS, a national banking association (hereinafter referred to as "Tenant").

1. **Lease.** Landlord does hereby lease to Tenant, and Tenant hereby leases from Landlord the following ATM locations (hereinafter referred to as "ATM"):

   A. Diebold Model 1072, full service ATM, The Bernhard Center, 1900 W. Michigan Avenue, Kalamazoo, MI
   B. Diebold Model 1072, full service ATM, Parking Violations Building, 2507 W. Michigan Avenue, Kalamazoo, MI
   C. 10601 Cash Dispenser ATM to be located at the entrance to the Sprau Tower
   D. Diebold Model 1075 full service ATM located near the intersection of Gilkison Ave. and N. Dormitory Rd.

2. **Use, Access.** Tenant shall use the ATM Premises only for banking purposes, and its customers shall have access to the ATM only during the normal operating hours of the Building established by Landlord, from time to time. Tenant, its employees, agents and contractors shall have access to the ATM Premises from 8:00 a.m. to 5:00 p.m. for the purpose of servicing, maintaining and repairing said ATM.

3. **Term.** The term of this Lease shall be for a period of twenty-four (24) consecutive months commencing August 1, 2001 and terminating July 31, 2003.

4. **Rental.** During the term of this Lease, Tenant shall pay Landlord the monthly sum of Three Thousand Dollars ($3,000.00) as rent to include all four (4) ATM locations.

5. **Extended Term.** Landlord further grants to Tenant the option to extend for three (3) additional periods of one (1) year each, provided Tenant is not in default of the Lease at the time of exercise or at the commencement of the option period. In order to exercise each consecutive one (1) year option, Tenant must give notice to Landlord ninety (90) days in advance notice. Rent for each renewal term will increase annually by three (3 %) percent.

6. **ATM Functions.** Landlord acknowledges that the ATMs with the exception of the 10601 Cash Dispenser are equipped to perform the following functions:

   a) Cash withdrawal from checking,
   b) Cash withdrawal from savings,
   c) Cash advances from MasterCard credit cards,
d) Cash advances from VISA credit cards,
e) Transfer of funds between checking and savings,
f) Transfer payments on credit cards,
g) Balance inquiry for National City Customers.

Landlord acknowledges that the ATM to be installed at the entrance of the Sprau Tower will be a cash-dispensing only model.

Landlord and Tenant acknowledge that the fourth ATM model will be installed near the intersection of Gilkison Ave. and N. Dormitory Rd.

Tenant may add additional services as developed or as the marketplace may and modify or terminate any services in Tenant's sole discretion.

7. Sharing. Tenant agrees to participate in the Money Access System or otherwise make the ATM available for the use of other Michigan financial institutions. Tenant acknowledges and agrees that any such sharing will not relieve Tenant of any of its duties and/or obligations under this Lease.

8. Supervening Law. Both parties understand that Tenant's operation of the ATM Premises is and will be subject to, and governed by, various state and federal laws and regulations with which Tenant must comply. Tenant and Landlord agree that this Lease shall be considered as automatically amended so as to comply with any such law or regulations or to comply with the directive or order of any governmental official charged with the enforcement thereof; provided, however, if any such changes in the law or regulations impose any obligations, liability or duty on Landlord in connection with the operation of the ATM, Landlord reserves the right to terminate this Lease on written notice to Tenant, and Tenant shall be obligated promptly to remove at Tenant's expense the ATM from the ATM Premises.

9. Prohibition of Operation: Right to Terminate. Tenant and Landlord shall have the right to terminate this Lease upon written notice to the other party, without liability or cost, except for liabilities accrued prior to or as a result of the termination, for any of the following reasons:

Upon the issuance of any order, rule or regulation of any regulatory agency, or decision or order of any court of competent jurisdiction that is deemed by legal counsel for Tenant or Landlord to be controlling or binding on Tenant or Landlord which prohibits the maintenance and/or use of the ATM by Tenant, or if Tenant or Landlord determines that such order, rule or regulation so restricts the use of the ATM so as to make its continued operation unprofitable or undesirable.

10. Ownership. The ATM, signs and other structures or additions installed by or at the expense of the Tenant, shall remain the property of the Tenant and may be removed by it at any time; provided, however, when the Tenant terminates its operation of the ATM, it shall promptly remove all its installations and improvements from the ATM Premises and surrender the ATM Premises in good order and condition, ordinary wear and tear excepted.

11. Maintenance. Tenant agrees to expeditiously make all repairs necessary to maintain the ATM in good operating condition and shall bear all expense for the same. Landlord shall have no responsibility whatsoever for the maintenance or repair of the ATM. Landlord
shall not attempt to repair or service the ATM. Landlord shall keep all open floor areas adjacent to the ATM Premises reasonably clean and in reasonably good condition, and, in addition, shall provide continuous illumination in and around the ATM Premises during normal operating hours.

12. **Utilities.** Landlord shall furnish, at its sole cost and expense, all lighting, air conditioning, heat, electricity and telephone line access for the ATM Premises. If for any reason, other than at the direction of the Landlord, such utilities are disrupted, suspended, or discontinued, Tenant shall not be entitled to any reimbursement, compensation or damages because of such disruption, suspension or discontinuance, but Tenant shall be entitled to an equitable abatement of the rent for the period of such interruption. If any utility is disrupted, suspended or discontinued, for any reason, Landlord shall make all reasonable efforts to reestablish such service.

13. **Assignment and Subletting.** Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or sublet the ATM Premises or any portion thereof without the prior written consent of the Landlord, which consent shall not unreasonably be withheld. Notwithstanding anything to the contrary herein contained, regarding any assignment or subletting, Tenant shall have the right, from time to time, to assign or sublet its interest herein, or any part thereof, to National City Bank Corporation or any of its affiliates or subsidiaries without prior written consent of Landlord.

14. **Advertising.** Tenant may, at its expense, advertise the existence and location of the ATM. Any on-campus advertising shall be subject to the prior written approval of the Landlord.

15. **Signs.** Tenant may erect and maintain a sign at the ATM Premises in connection with its banking business to be conducted therefrom, but only of such size and at such location as shall be in accordance with local code and approved by the Landlord in writing, which approval shall not be unreasonably withheld or delayed.

16. **Hold Harmless Provision.** Each party shall indemnify, hold harmless and defend the other party from and against any and all costs, expenses (including reasonable attorneys’ fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any personnel governmental authority, arising out of or in any way connected with this Lease caused by the fault or negligence of the indemnifying party, its employees, directors, and agents.

17. **Insurance.** Tenant shall, during the entire term hereof, or any extension thereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the ATM Premises, and the business operated by Tenant in the ATM Premises, in which the limits of public liability shall be not less than Two Million Dollars ($2,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than Two Hundred Fifty Thousand Dollars ($250,000.00). Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. Landlord shall be named as an additional insured on said policies and shall receive current certificates evidencing such policies.

Throughout the term or any extensions thereof, Landlord shall maintain insurance against public liability for injury to person (including death) or damage to property arising out of the acts or
omissions of Landlord. Such insurance shall be with minimum limits of Two Million Dollars ($2,000,000.00) per occurrence and Two Hundred Fifty Thousand Million Dollars ($250,000.00) for property damage.

The policies required hereunder may not be canceled or materially altered in such a manner as to adversely affect the coverage afforded thereby without thirty-(30) days prior written notice to the party affected thereby.

18. **Taxes.** INTENTIONALLY DELETED.

19. **Damage to ATM Premises.** If the ATM Premises are damaged or destroyed in whole or in part by fire or other casualty so as to deprive Tenant of access, occupancy or use of the ATM Premises, and if such damage or destruction is not repaired or restored to the same good tenantable condition existing prior to such damage or destruction within thirty (30) days, either party may terminate this Agreement as to the ATM Premises without liability to either party with respect to such termination. Written notice of such termination shall be given to the other party within sixty (60) days of the casualty but such termination will be effective as of the date of the casualty.

20. **Eminent Domain.** If the whole or any substantial part of the Building is taken by any public authority under the power of eminent domain, this Lease may be terminated by either party by written notice to the other party. All damages awarded for such taking shall belong to and be the property of Landlord whether such damage shall be awarded as compensation for diminution in value of Tenant's interest in the ATM Premises or the fee of the ATM Premises; provided, however, that Landlord shall not be entitled to any portion of an award made to Tenant for the cost of moving the ATM, anything herein to the contrary notwithstanding.

21. **Default.** In the event of any default by Tenant or Landlord in the performance of its duties or obligations hereunder or in the observance of any term or condition of this Lease, which default continues for a period of ten (10) days after notice to the defaulting party, then Tenant or Landlord, as the case may be, shall have the right but not the obligation, at its sole option, to terminate this Lease or to require Tenant or Landlord to specifically perform its terms. In the event of such default, Tenant or Landlord shall further be liable for and reimburse the other for all losses, costs and expenses, including reasonable attorneys' fees, incurred by Tenant or Landlord, as the case may be, by reason of such default.

22. **Quiet Enjoyment.** Landlord covenants that Tenant, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have the peaceful and quiet possession of the ATM Premises during the continuance of this Lease.

23. **Complete Agreement - Amendments.** Tenant and Landlord agree that this Agreement constitutes all the promises, agreements and understandings between them and that this Lease cannot be amended or modified without the prior written consent of both parties hereto.

24. **Successors and Assigns.** This Lease shall bind the parties hereto and their respective successors and assigns.
25. **Notices.** Any notice required or permitted by this Lease will be deemed duly given if, in writing, and either delivered in person or deposited as registered or certified mail in the United States Mail receptacle, postage prepaid, addressed to Landlord at:

**If to Landlord:**
Director  
John T. Bernhard Center  
Western Michigan University  
Kalamazoo, MI 49008-3863

**If to Tenant:**
National City Bank of Michigan/Illinois  
ATM/Self Service Banking Manager  
One National City Parkway  
Kalamazoo, MI 49009

**With a copy to:**
National City Bank of Michigan/Illinois  
Corporate Real Estate Services  
One National City Parkway  
Kalamazoo, Michigan 49009

Any party may change the address to which notice is to be sent to it by notice, in writing, to the other party hereto as above provided.

26. **Consent.** Whenever this Lease requires Landlord's or Tenant's consent or approval, neither party will withhold its approval or consent unreasonably or in bad faith.

27. **Exclusive Use.** Landlord agrees that during the life of this Lease, Landlord covenants that Landlord will not, except with the written consent of Tenant first had and obtained, enter into any agreements allowing any other financial institution to have automated teller machines in any part of the Western Michigan University Kalamazoo campus property described as that area bounded on the south by Stadium Drive; on the west by Howard Street south of Michigan Avenue, and Rankin Avenue north of West Michigan Avenue; on the north by Goldsworth Valley II Residence Halls; and on the east by the intersection of Stadium Drive and West Michigan Avenue; plus the ice arena property west of Howard Street, east of Hussey Drive and north of Recreation Drive; plus the Stadium Drive Apartments, collectively “campus”. This covenant shall not apply to any and all current leases or contracts to which Western Michigan University is subject entered into prior to this Lease Agreement.

28. **Additional Provisions.** Landlord and Tenant acknowledge that Site work and any necessary construction for the third and fourth ATMs will be provided by Landlord. Landlord will provide electricity and telephone/data communications to the Sprau Tower site at least three (3) days in advance of the installation of the ATM as well as to the yet-to-be-determined fourth site. Tenant shall be responsible for the installation and hookup of electricity and communication cabling to the ATMs.

29. **Governing Laws.** This Lease shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan.
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

WITNESSES:

LANDLORD:

BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: ____________________________________________

Its: ____________________________________________

TENANT:

NATIONAL CITY BANK OF MICHIGAN/ILLINOIS

By: ________________________________

Its: ________________________________
LEASE AGREEMENT – Center for Disability Services

Background

Current Lease Agreement - The Center for Disability Services (CDS) is currently leasing on a month to month basis, a portion of the West Main School located at 1627 West Main Street, in the City of Kalamazoo. The space is used for the purpose of operating a community mental health funded service for persons with disabilities. This building is leased from the Kalamazoo Public Schools. CDS occupies approximately 11,000 square feet. This building has been lease by WMU on behalf of the Center for Disability Services since March of 1981. Our current occupancy costs are $76,272.50 for leased space, which includes utilities, janitorial service, and snow removal/grounds maintenance.

CDS is required to move from the premises because Western Michigan University and the Kalamazoo Public Schools have agreed to use the space for a collaborative project involving teacher training. Dr. Elson Floyd and Dr. Janice Brown made this project public in an announcement early in 2001.

Proposed Lease Agreement - The Center for Disability Services is proposing to lease the premises at 6857 West Main, Suite 6 in the Township of Oshtemo. This facility is owned by Tracy Enterprises, Inc., whose President is Jack Hamilton. CDS proposes to lease 4,200 square feet at a cost of $46,200 annually. CDS would be responsible for utility costs and building maintenance. The lease contains a termination clause should funding for the community mental health service be terminated. A three-year lease is being proposed because CDS plans to fund building renovations necessitated by the type of program and clientele that it serves.

Recommended Motion

It is recommended that the Board authorize the treasurer or assistant treasurer to enter into a new lease, not to exceed three years, with Tracy Enterprises, Inc., on behalf of the Center for Disability Services.
RECOMMENDATION Re WESTERN MICHIGAN UNIVERSITY ANNUITY AND LIFE INCOME FUNDS – RETENTION OF STATE STREET

Background

Western Michigan University has employed various banks throughout the past 25 years to provide investment services for the University’s Annuity and Life Income Funds program. The University remained responsible for all other administrative duties which were performed across multiple departments. After careful review, it was determined that better service could be provided to donors and more effective use made of University resources by outsourcing the trust administration. In 1996, the Board of Trustees authorized the University to hire State Street to provide both administrative and investment management services. State Street’s technology and resources have provided a seamless integration of custody, accounting, and various services including but not limited to gift processing, benefit payments, tax returns, and consulting services to our planned giving personnel. State Street’s senior consultants and staff work closely with the University to assure the highest level of service is provided at a very reasonable fee.

We have for some time now been concerned about the investment performance of State Street. However, State Street’s philosophy is to deliver its trust services bundled with its investment products. As a result of this bundling, we have been presented with a dilemma regarding the poor investment performance. Many months ago we issued a request for proposal to evaluate other managers with the intent of providing an alternative to State Street. This proposal process was done in conjunction with Fund Evaluation Group, our external consultant. As with State Street, we learned that many managers require both investment and administration of the funds. In our opinion, State Street’s trust services are more robust and valuable than any presented by alternative providers for the fees charged. Fund Evaluation Group recommended we move to passive investment with State Street in order to better meet our investment targets. As a result of this recommendation, we have begun the process of moving to State Street’s indexed funds or exchange traded funds. We believe these alternative investments comply with existing Board of Trustees’ policy.

Recommended Motion

It is hereby recommended that the University maintain its existing relationship with State Street.
Western Michigan University
Board of Trustees
Budget and Finance Committee

CAPITAL OUTLAY PROJECT REQUEST FOR 2002/03

Background

As a public institution of higher education in the State of Michigan, Western Michigan University is required to submit an annual project request for consideration by the Governor and the Legislature.

Recommended Motion

It is recommended that the Capital Outlay Project Request for 2002/03 be approved for submission to the State of Michigan.
## WESTERN MICHIGAN UNIVERSITY
### FY 2003 Capital Outlay Project Request
#### November 16, 2001

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Total Cost</th>
<th>State Funds</th>
<th>WMU Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>College of Engineering Building</td>
<td>$72,500.0 M</td>
<td>$37,500.0 M</td>
<td>$35,000.0 M</td>
</tr>
<tr>
<td>Southwest Michigan Regional Center</td>
<td>$8,500.0 M</td>
<td>$6,375.0 M</td>
<td>$2,125.0 M</td>
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<tr>
<td>College of Health and Human Services</td>
<td>$48,200.0 M</td>
<td>$36,150.0 M</td>
<td>$12,050.0 M</td>
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<tr>
<td>Sangren Hall Renovation</td>
<td>$30,000.0 M</td>
<td>$22,500.0 M</td>
<td>$7,500.0 M</td>
</tr>
<tr>
<td>Kohrman Hall Renovation</td>
<td>$30,000.0 M</td>
<td>$22,500.0 M</td>
<td>$7,500.0 M</td>
</tr>
<tr>
<td>Chemistry Building</td>
<td>$40,000.0 M</td>
<td>$30,000.0 M</td>
<td>$10,000.0 M</td>
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<tr>
<td>East Campus Facilities</td>
<td>$60,000.0 M</td>
<td>$45,000.0 M</td>
<td>$15,000.0 M</td>
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<tr>
<td>East Hall</td>
<td>$32,000.0 M</td>
<td>$24,000.0 M</td>
<td>$8,000.0 M</td>
</tr>
<tr>
<td>Site Development</td>
<td>$4,000.0 M</td>
<td>$3,000.0 M</td>
<td>$1,000.0 M</td>
</tr>
<tr>
<td>West &amp; North Halls</td>
<td>$24,000.0 M</td>
<td>$18,000.0 M</td>
<td>$6,000.0 M</td>
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</table>
COST CONTAINMENT MEASURES
WESTERN MICHIGAN UNIVERSITY  
COST CONTAINMENT  
(ANNUAL SAVINGS)

<table>
<thead>
<tr>
<th>Description</th>
<th>Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Budget Reduction</td>
<td>$2,664,277</td>
</tr>
<tr>
<td>Energy Control Systems Savings</td>
<td>$350,000</td>
</tr>
<tr>
<td>Increase Cooling Temperature Setpoint</td>
<td>$200,000</td>
</tr>
<tr>
<td>Steam Trap Maintenance Program</td>
<td>$250,000</td>
</tr>
<tr>
<td>Maintenance Work Management Program</td>
<td>$200,000</td>
</tr>
<tr>
<td>Outsource Office Supply Inventory</td>
<td>$100,000</td>
</tr>
<tr>
<td>Outsource Vehicle Maintenance</td>
<td>$75,000</td>
</tr>
<tr>
<td>Total Cost Containment Annual Savings</td>
<td>3,839,277</td>
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</tbody>
</table>
ANNUITY AND LIFE INCOME FUNDS REPORT
WESTERN MICHIGAN UNIVERSITY BOARD OF TRUSTEES
Academic and Student Affairs Committee
Friday, October 26, 2001
Room 204, Bernhard Center
1 p.m.

AGENDA

Trustee Klohs, Chair
Trustee Aseritis
Trustee DeNooyer
Trustee St. John (ex officio)
Trustee Floyd (ex officio)

I. ACTION ITEMS

1. Approval of the Minutes of the July 6, 2001 Committee Meeting
   Klohs

2. Grant Report
   Thompson

3. Personnel Report
   Floyd/Dobney/Beauregard

4. Master of Arts in Marriage and Family Therapy
   Dobney

5. Master of Arts in Educational Technology
   Dobney

6. Master of Science in Molecular Biotechnology
   Dobney

7. Graduate Certificate Program in Clinical Trials Administration
   Dobney
APPROVAL OF THE MINUTES OF THE JULY 6, 2001 MEETING
Grant Report

Background

June 2001

The grant report for the month of June 2001 concludes the reporting for the fiscal year 2000-2001. The total for the month of June 2001 was $25,557,490.02. The fiscal year-to-date total is $50,656,030.84.

Awards by Category

Instruction 3,962,009.94
Research 17,110,463.08
Public Service 498,896.00
Academic Support 2,119,039.00
Student Services 12,034.00
Institutional Support 0.00
Operations and Maintenance of Plant 0.00
Scholarships and Fellowships 1,855,048.00

Total for June 2001 $25,557,490.02

July, August, September 2001

The grant report for the months of July, August, and September 2001 indicates a total of $16,787,773.58 in externally funded awards. Of the total, July awards amounted to $369,258.36 or 2 percent, August awards amounted to $14,877,689.28 or 89 percent, and September awards amounted to $1,540,825.95 or 9 percent. The year-to-date total is $16,787,773.58.

Awards by Category

Instruction 10,959,235.94
Research 4,026,728.57
Public Service 1,699,769.36
Academic Support 19,739.71
Student Services 70,000.00
Institutional Support 0.00
Operations and Maintenance of Plant 0.00
Scholarships and Fellowships 12,300.00

Total for July, August, and September 2001 $16,787,773.58

Recommended Motion

It is recommended that the grant reports for June, July, August, and September 2001 be approved.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Instruction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To conduct ab-initio pilot training for British Airways cadets</td>
<td>British Airways Plc</td>
<td>Dr. Richard Wright</td>
<td>$2,249,316.00</td>
<td>6/30/2001</td>
</tr>
<tr>
<td>(Supplemental)</td>
<td></td>
<td>College of Aviation Sciences</td>
<td></td>
<td></td>
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<tr>
<td>To provide ab-initio pilot training (New)</td>
<td>European Pilot Selection and Training</td>
<td>Dr. Richard Wright</td>
<td>$554,944.00</td>
<td>6/30/2001</td>
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<tr>
<td>(New)</td>
<td></td>
<td>College of Aviation Sciences</td>
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<tr>
<td>To provide ab-initio pilot training (New)</td>
<td>Emirates Airlines</td>
<td>Dr. Richard Wright</td>
<td>$538,808.00</td>
<td>6/30/2001</td>
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<tr>
<td>(New)</td>
<td></td>
<td>College of Aviation Sciences</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To prepare personnel with certification as teachers of children with visual impairments and/or orientation and mobility with children (Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. Annette Skellenger</td>
<td>$276,279.00</td>
<td>6/26/2001</td>
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<tr>
<td></td>
<td></td>
<td>Blind Rehabilitation</td>
<td></td>
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<tr>
<td>To provide funding for Sunway College/WMU Twinning Program</td>
<td>Sunway College</td>
<td>Ms. Cathleen Fuller</td>
<td>$134,272.36</td>
<td>6/28/2001</td>
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<tr>
<td>(Supplemental)</td>
<td></td>
<td>Office of International Affairs</td>
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<td>To provide funding for the Singapore MBA Program (Supplemental)</td>
<td>Singapore MBA Program</td>
<td>Ms. Cathleen Fuller</td>
<td>$53,281.25</td>
<td>6/15/2001</td>
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<td></td>
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<td>Office of International Affairs</td>
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<tr>
<td>To support the twinning program (Continuation)</td>
<td>Hong Kong Baptist University</td>
<td>Dr. Howard Dooley</td>
<td>$44,961.54</td>
<td>6/15/2001</td>
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<td></td>
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<td>Office of International Affairs</td>
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<tr>
<td>To provide funding for Sunway College/WMU Twinning Program</td>
<td>Sunway College</td>
<td>Ms. Cathleen Fuller</td>
<td>$38,047.79</td>
<td>6/15/2001</td>
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<td>(Supplemental)</td>
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<td>Office of International Affairs</td>
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<tr>
<td>DESCRIPTION</td>
<td>SPONSOR</td>
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<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td><strong>Instruction</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To improve writing instruction in area schools by conducting a summer institute for 20 teachers working on their own writing skills who will in turn conduct professional development programs for their peers (Renewal)</td>
<td>National Writing Project Corporation</td>
<td>Dr. Ellen Brinkley English</td>
<td>$28,000.00</td>
<td>6/7/2001</td>
</tr>
<tr>
<td>To provide funding for the Rajagiri (RISER) Pre-MBA/WMU Twinning Program (Continuation)</td>
<td>Rajagiri (RISER) Pre-MBA</td>
<td>Dr. Howard Dooley Office of International Affairs</td>
<td>$23,100.00</td>
<td>6/15/2001</td>
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<td>To provide funding for the Christ College/WMU Twinning Program (Supplemental)</td>
<td>Christ College</td>
<td>Ms. Cathleen Fuller Office of International Affairs</td>
<td>$18,000.00</td>
<td>6/15/2001</td>
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<tr>
<td>To bring together 12 teachers for a week long digital storytelling summer institute to learn to use digital media and the digital storytelling format (Supplemental)</td>
<td>National Writing Project Corporation</td>
<td>Dr. Ellen Brinkley English</td>
<td>$3,000.00</td>
<td>6/12/2001</td>
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<tr>
<td><strong>TOTAL INSTRUCTION</strong></td>
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<td></td>
<td>$3,962,009.94</td>
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<tr>
<td><strong>Research</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>To provide nine fastener patents (New)</td>
<td>Ford Global Technologies, Inc.</td>
<td>Dr. Donald Thompson Office of the Vice President for Research</td>
<td>$16,419,000.00</td>
<td>6/30/2001</td>
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<tr>
<td>To promote the use of collaborative and interactive technology to ensure that its pre-service teachers meet and practice rigorous standards in the process of infusing their teaching with active collaborative learning practices (New)</td>
<td>U.S. Department of Education</td>
<td>Dr. Robert Leneway Dean's Office, College of Education</td>
<td>$380,937.00</td>
<td>6/27/2001</td>
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<td>----------------------------------------------------------------------------</td>
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<tr>
<td><strong>Research</strong></td>
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<td></td>
<td></td>
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<tr>
<td>To establish a baseline for the Bronson organization and culture; To</td>
<td>Bronson Healthcare Group</td>
<td>Dr. Larry Mallak Industrial and Manufacturing</td>
<td>$72,912.00</td>
<td>6/12/2001</td>
</tr>
<tr>
<td>measure Bronson's existing and desired culture; To prepare and submit one</td>
<td></td>
<td>Engineering</td>
<td></td>
<td></td>
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<tr>
<td>manuscript to a healthcare publication based on this work; (New)</td>
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<tr>
<td>To conduct an evaluation of the Illinois Charter Schools to determine</td>
<td>Illinois State Board of Education</td>
<td>Dr. Gary Miron The Evaluation Center</td>
<td>$49,991.00</td>
<td>6/28/2001</td>
</tr>
<tr>
<td>the effectiveness of these schools (Renewal)</td>
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<td></td>
<td></td>
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<tr>
<td>To inquire into new teachers' retention and attrition pattern using a</td>
<td>The Spencer Foundation</td>
<td>Dr. Jianping Shen Educational Leadership</td>
<td>$31,400.00</td>
<td>6/13/2001</td>
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<tr>
<td>&quot;survival analysis&quot; technique, which will be applied to a national</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>database called &quot;Baccalaureate and Beyond Longitudinal Study 1993-97&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(New)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science</td>
<td>$28,323.18</td>
<td>6/29/2001</td>
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<tr>
<td>paper science engineering in association with industry (Supplemental)</td>
<td></td>
<td>and Engineering</td>
<td></td>
<td></td>
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<td>To investigate factors that explain current natural resource management</td>
<td>U.S. Department of Education</td>
<td>Dr. Sisay Asefa Economics</td>
<td>$27,000.00</td>
<td>6/12/2001</td>
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<td>practices in the fragile ecosystems of African highland ecosystems (New)</td>
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<td>To conduct research and provide testing services in specialized areas of</td>
<td>Various Industries</td>
<td>Dr. Thomas Joyce Paper and Printing Science</td>
<td>$21,422.90</td>
<td>6/29/2001</td>
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<tr>
<td>printing, papermaking, and inks in association with industry (Supplemental)</td>
<td></td>
<td>and Engineering</td>
<td></td>
<td></td>
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<tr>
<td>To provide SERVE (SouthEastern Regional Vision for Education, Inc.) with</td>
<td>University of North Carolina at Greensboro</td>
<td>Dr. Arlen Gullickson The Evaluation Center</td>
<td>$20,000.00</td>
<td>6/15/2001</td>
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<tr>
<td>external evaluation assistance to assess developmental and accountability</td>
<td></td>
<td></td>
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<tr>
<td>needs (New)</td>
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<tr>
<td>DESCRIPTION</td>
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<td>DIRECTOR</td>
<td>AMOUNT</td>
<td>DATE</td>
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<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Research</td>
<td>Office of Naval Research</td>
<td>Dr. Daniel Kujawski</td>
<td>$20,000.00</td>
<td>6/28/2001</td>
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<td>To conduct experimental and theoretical studies of the load sequence effects on fatigue crack growth resistance for different load ratios and overload situations in terms of the internal stresses in front of a fatigue crack and the compliance-based crack opening measurements (New)</td>
<td></td>
<td>Mechanical and Aeronautical Engineering</td>
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<tr>
<td>To train court workers in &quot;Focused Thinking&quot; mediation so that they can then provide mediation services to divorcing couples (New)</td>
<td>Allegan County Community Foundation</td>
<td>Dr. Karen Blasure</td>
<td>$14,000.00</td>
<td>6/13/2001</td>
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<tr>
<td>To study the effect of the vane particle ejector and the overall seal chamber design on the seal chamber flow and to provide computational fluid dynamic results that could be compared with the experimental results obtained in the future research (Supplemental)</td>
<td>Flowserve Corporation</td>
<td>Dr. Parviz Merati</td>
<td>$7,500.00</td>
<td>6/15/2001</td>
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<tr>
<td>To provide technical research services in survey development and data analysis to address the issues on unemployment, barriers to employment, and interest in job training (New)</td>
<td>Pokagon Band of the Potawatomi Indians</td>
<td>Ms. Lyndell Bleyer</td>
<td>$5,000.00</td>
<td>6/13/2001</td>
</tr>
<tr>
<td>To provide the SouthEast Initiatives Regional Technology in Education Consortium at SERVE with external evaluation assistance to assess developmental and accountability needs (New)</td>
<td>South Eastern Regional Vision for Education, Inc.</td>
<td>Dr. Arlen Gulickson</td>
<td>$5,000.00</td>
<td>6/15/2001</td>
</tr>
<tr>
<td>To provide the Eisenhower Consortium for Mathematics and Science at SERVE with external evaluation assistance to assess developmental and accountability needs (New)</td>
<td>University of North Carolina at Greensboro</td>
<td>Dr. Arlen Gulickson</td>
<td>$5,000.00</td>
<td>6/15/2001</td>
</tr>
<tr>
<td>DESCRIPTION</td>
<td>SPONSOR</td>
<td>DIRECTOR</td>
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</tr>
<tr>
<td><strong>Research</strong></td>
<td>Special Olympics, International</td>
<td>Dr. Jody Brylinsky</td>
<td>$2,977.00</td>
<td>6/22/2001</td>
</tr>
<tr>
<td>To implement the fourth year of a four-year research project embedded in an expanded Special Olympics Unified Sports League in collaboration with the Special Olympics of Michigan and the City of Kalamazoo leisure, recreation, and cultural services in order to provide a field training component for WMU students (Supplemental)</td>
<td>Health, Physical Education and Recreation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Public Service</strong></td>
<td>U.S. Department of Education</td>
<td>Mr. Derrick Davis</td>
<td>$394,412.00</td>
<td>6/7/2001</td>
</tr>
<tr>
<td>To support the Upward Bound Program, which is designed to generate, in program participants, the skills and motivation necessary to complete a program of secondary education and to enter and succeed in a program of postsecondary education (New)</td>
<td>Division of Multicultural Affairs</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>To assist the district in developing an elementary science curriculum and implement a professional development program designed to meet the needs of elementary teachers and administrative staff (New)</td>
<td>Croswell-Lexington School District</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To change teachers beliefs, attitudes, and understandings about teaching and learning complex ideas and to integrate technology into the teaching and learning of complex ideas (New)</td>
<td>Decision Catalyst, Inc.</td>
<td></td>
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<tr>
<td>To assist Croswell-Lexington Community School District in developing and evaluating an elementary science curriculum and implement a professional development program to meet the needs of elementary teachers and administrative staff (New)</td>
<td>Croswell-Lexington School District</td>
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**TOTAL RESEARCH**

$17,110,463.08
<table>
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<tr>
<th>DESCRIPTION</th>
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<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
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<tbody>
<tr>
<td>Public Service</td>
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</tbody>
</table>
| To maximize the opportunity for developmental growth and academic success of abused/neglected and other traumatized children through providing comprehensive assessments, subsequent caretaker support and system advocacy (New) | Kalamazoo Community Foundation | Dr. James Henry  
School of Social Work  
Dr. Yvette Hyter  
Speech Pathology and Audiology | $15,000.00 | 6/28/2001 |
| To conduct a three-day training program for Boise-Cascade marketing executives in papermaking and printing (New) | Boise-Cascade Corporation | Dr. Margaret Joyce  
Dr. Thomas Joyce  
Paper and Printing Science and Engineering | $5,000.00 | 6/15/2001 |
| To provide evaluation and technical assistance to Battle Creek Public Schools in accordance with the Goals 2000 Cycle 9 grant from the Michigan Department of Education (New) | Battle Creek Public Schools | Dr. Mark Jenness  
Science Studies | $4,000.00 | 6/29/2001 |
| To provide supervisory aftercare services for drug- and alcohol-dependent federal offenders (Supplemental) | U.S. District Court | Mr. James Kendrick  
School of Community Health Services | $2,955.00 | 6/21/2001 |
| To plan, conduct, and collect evaluation data from a 100+ contact-hour workshop at the Battle Creek Public Schools Math and Science Center (Supplemental) | Battle Creek Public Schools | Dr. Robert Poel  
Science Studies | $1,320.00 | 6/28/2001 |
| To provide scoring services for authorized users of the National Association of Secondary School Principals school climate survey and satisfaction survey (Supplemental) | National Association of Secondary School Principals | Dr. Arlen Gullickson  
The Evaluation Center | $1,180.00 | 6/30/2001 |
| TOTAL PUBLIC SERVICE | | | $498,896.00 | |
| Academic Support | |          |        |         |
| To provide software for twenty-two workstations (New) | Lectra | Dr. Nancy Steinhaus  
Family and Consumer Sciences | $1,868,020.00 | 6/15/2001 |
### Academic Support

<table>
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<tr>
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<tbody>
<tr>
<td>To address the specific risk factors of the TRIO-targeted population and to provide supportive services during their time at college (New)</td>
<td>U.S. Department of Education</td>
<td>Ms. Marilyn Duke&lt;br&gt;Academic Skills Center</td>
<td>$218,984.00</td>
<td>6/28/2001</td>
</tr>
<tr>
<td>To investigate the image of Patriarch Nikon (1605-1681) in Russian &quot;official&quot; and &quot;popular&quot; art, material and literature since the mid-seventeenth century (New)</td>
<td>U.S. Department of Education</td>
<td>Dr. Howard Dooley&lt;br&gt;Office of International Affairs</td>
<td>$29,635.00</td>
<td>6/3/2001</td>
</tr>
<tr>
<td>To provide funding for the Michigan Courage to Teach Program (Supplemental)</td>
<td>Wege Foundation</td>
<td>Katharine Cummings&lt;br&gt;Teaching, Learning, and Leadership</td>
<td>$2,400.00</td>
<td>6/22/2001</td>
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**Total Academic Support**

$2,119,039.00

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### Student Services

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<tbody>
<tr>
<td>To increase the number of minority instructors in the classroom and provide role models for underrepresented minority students (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. Roberta Allen&lt;br&gt;Office of the Vice President for Academic Affairs</td>
<td>$12,034.00</td>
<td>6/13/2001</td>
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**Total Student Services**

$12,034.00

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### Scholarships and Fellowships

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<th>SPONSOR</th>
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<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>To provide scholarship grants to students enrolled in the College of Aviation; this grant recognizes the College's ab-initio pilot education program, and serves to expand the College's longstanding program to increase the participation of underrepresented groups in aviation careers (New)</td>
<td>Delta Air Lines, Inc.</td>
<td>Dr. Richard Wright&lt;br&gt;College of Aviation Sciences</td>
<td>$1,648,800.00</td>
<td>6/29/2001</td>
</tr>
</tbody>
</table>

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**TOTAL**

$2,119,039.00
## Scholarships and Fellowships

To provide scholarship grants to financially disadvantaged students to promote degree achievement in computer science, engineering technology, and mathematics programs (Supplemental)

<table>
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<tr>
<th>DESCRIPTION</th>
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<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
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<tbody>
<tr>
<td><strong>Scholarships and Fellowships</strong></td>
<td>National Science Foundation</td>
<td>Dr. J. Donald Nelson Computer Science</td>
<td>$206,248.00</td>
<td>6/2/2001</td>
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**TOTAL SCHOLARSHIPS AND FELLOWSHIPS**

$1,855,048.00

**TOTAL GRANTS AWARDED**

$25,557,490.02
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<tr>
<td><strong>Instruction</strong></td>
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<tr>
<td>To provide continued support for the development of the Moldflow Center for</td>
<td>Moldflow Corporation</td>
<td>Dr. Michael B. Atkins</td>
<td>$10,304,200.00</td>
<td>8/31/2001</td>
</tr>
<tr>
<td>Design Excellence; the center is of mutual value in that Moldflow has a</td>
<td></td>
<td>Industrial and Manufacturing</td>
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<tr>
<td>training facility and Western has the benefit of significant</td>
<td></td>
<td>Engineering</td>
<td></td>
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<tr>
<td>instructional and research resources (Non-Competing Continuation)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>To prepare school psychologists to serve students with high-incidence</td>
<td>U.S. Department of Education</td>
<td>Dr. Kristal E. Ehrhardt</td>
<td>$196,864.00</td>
<td>9/20/2001</td>
</tr>
<tr>
<td>disabilities (Non-Competing Continuation)</td>
<td></td>
<td>Dr. Edward J. Daly</td>
<td></td>
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</tr>
<tr>
<td>To increase the supply of fully qualified professionals from diverse</td>
<td>U.S. Department of Education</td>
<td>Dr. Yvette D. Hyter</td>
<td>$172,065.00</td>
<td>8/31/2001</td>
</tr>
<tr>
<td>cultural and ability groups to serve children with high incidence</td>
<td></td>
<td>Dr. Michael J. Clark</td>
<td></td>
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<tr>
<td>disabilities (New)</td>
<td></td>
<td>Dr. Nickola W. Nelson</td>
<td></td>
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</tr>
<tr>
<td>To support an interdisciplinary master’s degree program in rehabilitation</td>
<td>U.S. Department of Education</td>
<td>Dr. William R. Wiener</td>
<td>$100,000.00</td>
<td>8/6/2001</td>
</tr>
<tr>
<td>counseling and rehabilitation teaching (Non-Competing Continuation)</td>
<td></td>
<td>Dr. Alan J. Hovestadt</td>
<td></td>
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<tr>
<td>To provide rehabilitation teaching preparation for teachers who will focus</td>
<td>U.S. Department of Education</td>
<td>Dr. William R. Wiener</td>
<td>$100,000.00</td>
<td>8/22/2001</td>
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<tr>
<td>upon the state vocational rehabilitation goal of assisting working age</td>
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<td>Blind Rehabilitation</td>
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<td>adults to acquire independent living and communication skills (Non-</td>
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<td>Competing Continuation)</td>
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<td>To prepare travel instructors with the competencies necessary to work with</td>
<td>U.S. Department of Education</td>
<td>Dr. William R. Wiener</td>
<td>$74,982.00</td>
<td>8/31/2001</td>
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<td>individuals who have mobility limitations (Non-Competing Continuation)</td>
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<td>Blind Rehabilitation</td>
<td></td>
<td></td>
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<tr>
<td>To hold a lecture/seminar series with six guest economists (New)</td>
<td>The W. E. Upjohn Institute for</td>
<td>Dr. Bassam E. Harik</td>
<td>$6,000.00</td>
<td>9/27/2001</td>
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<td></td>
<td>Employment Research</td>
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<tr>
<td><strong>Instruction</strong></td>
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<tr>
<td>To provide corporate training opportunities for students (Supplemental)</td>
<td>Kellogg Company</td>
<td>Dr. Susan R. Stapleton Chemistry</td>
<td>$5,124.94</td>
<td>7/25/2001</td>
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<td><strong>TOTAL INSTRUCTION</strong></td>
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<td>$10,959,235.94</td>
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<td><strong>Research</strong></td>
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<td>To support the Midwest Educational Reform Consortium, a collaborative partnership designed to restructure public schools and to reform teacher preparation to improve academic achievement in all students (Non-Competing Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. Joseph Kretovics College of Education</td>
<td>$2,147,791.00</td>
<td>8/30/2001</td>
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<tr>
<td>To study the dynamics of Wolbachia bacteria infections in Panamanian wasps (New)</td>
<td>National Science Foundation</td>
<td>Dr. David D. Shoemaker Biological Sciences</td>
<td>$389,993.00</td>
<td>9/27/2001</td>
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<tr>
<td>To assess the discriminative stimulus properties of gamma-hydroxybutyrate (GHB) and its precursors gamma-butyrolactone (GBL) and 1,4-BD in rats. (New)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Lisa E. Baker Dr. Alan D. Poling Psychology</td>
<td>$187,890.00</td>
<td>9/27/2001</td>
</tr>
<tr>
<td>To develop assessment standards, of operational measures for those standards and of protocols for gathering and storing the data (New)</td>
<td>Michigan Supreme Court</td>
<td>Dr. David J. Hartmann Sociology</td>
<td>$100,606.00</td>
<td>9/28/2001</td>
</tr>
<tr>
<td>To study the collision processes in which electron correlation effects are important (Renewal)</td>
<td>U.S. Department of Energy</td>
<td>Dr. John A. Tanis Physics</td>
<td>$100,000.00</td>
<td>9/19/2001</td>
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<tr>
<td>DESCRIPTION</td>
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<td>Research</td>
<td>National Science Foundation</td>
<td>Dr. Paul Pancella, Physics</td>
<td>$94,227.00</td>
<td>9/28/2001</td>
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<tr>
<td>To construct and test one layer of a large neutron detector that will later be integrated with several other layers at the National Superconducting Cyclotron Laboratory (New)</td>
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<td>To conduct an evaluation of the Cleveland Community Schools (a charter schools project in Ohio) (Competing Continuation)</td>
<td>The Cleveland Foundation</td>
<td>Dr. Gary J. Miron, The Evaluation Center</td>
<td>$90,896.00</td>
<td>8/1/2001</td>
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<tr>
<td>To formulate an assessment tool that allows communities to systematically discern their civil rights health (New)</td>
<td>MotorCity Casino</td>
<td>Dr. Mark Orbe, Communication</td>
<td>$85,965.01</td>
<td>8/7/2001</td>
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<td>To develop nonsmooth analysis for semicontinuous functions and multivalued mappings on smooth manifolds and to apply these new analytical techniques to a variety of optimization and control problems (New)</td>
<td>National Science Foundation</td>
<td>Dr. Iouri S. Ledyaev, Mathematics</td>
<td>$80,000.00</td>
<td>8/31/2001</td>
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<td>To develop a public policy program within the American Evaluation Association (New)</td>
<td>National Science Foundation</td>
<td>Dr. James R. Sanders, The Evaluation Center</td>
<td>$79,170.00</td>
<td>7/30/2001</td>
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<td>To study electron gas at a variety of different densities (Non-Competing Continuation)</td>
<td>U.S. Department of Energy</td>
<td>Dr. Clement Borns, Physics</td>
<td>$51,980.00</td>
<td>7/31/2001</td>
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<tr>
<td>To assist the Defense Logistics Information Services in providing qualitative and quantitative satisfaction survey work (Supplemental)</td>
<td>U.S. Defense Logistics Services Center</td>
<td>Dr. Lowell E. Crow, Dr. Andrew A. Brogowszczy</td>
<td>$50,000.00</td>
<td>9/2/2001</td>
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<tr>
<td>Research</td>
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<tr>
<td>To develop a new generation large basin runoff model that has a more complete and better representation of hydrologic processes of the Great Lakes region (New)</td>
<td>National Research Council</td>
<td>Dr. Chansheng He Geography</td>
<td>$47,100.00</td>
<td>8/31/2001</td>
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<tr>
<td>To map the glacial deposits in specific quadrangles in Van Buren County (Renewal)</td>
<td>Michigan Department of Environmental Quality</td>
<td>Dr. Alan Kehew Geosciences</td>
<td>$46,183.00</td>
<td>7/25/2001</td>
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<tr>
<td>To provide three status reports to serve accountability and immediate development purposes, create a data collection and reporting system for indicators of technological education, and develop guide books to assist Advance Technological Education centers (Supplemental)</td>
<td>National Science Foundation</td>
<td>Dr. Arlen Gullickson The Evaluation Center</td>
<td>$41,691.00</td>
<td>9/10/2001</td>
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<tr>
<td>To provide Cray T3E computer time for the project, Simulations of Cylindrical and Disc-shaped Particles in Finite-Reynolds Number Flows (New)</td>
<td>U.S. Department of Energy</td>
<td>Dr. Dewei Qi Paper and Printing Science and Engineering</td>
<td>$40,000.00</td>
<td>7/18/2001</td>
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<tr>
<td>To provide an evaluation plan for the Genesee County Intermediate School District Technology Literacy Grant (New)</td>
<td>Detroit Public Television</td>
<td>Dr. Pamela J. Zeller The Evaluation Center</td>
<td>$40,000.00</td>
<td>8/31/2001</td>
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<td>To determine if hypoxia interferes with calcium handling in arteriolar vascular smooth muscle cells (New)</td>
<td>American Heart Association</td>
<td>Dr. Kenneth D. Cohen Dr. William F. Jackson Biological Sciences</td>
<td>$32,500.00</td>
<td>8/16/2001</td>
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<td>To provide consultation and technical assistance to nonprofit community agencies (New)</td>
<td>Greater Kalamazoo United Way</td>
<td>Ms. Lyndell R. Bleyer Community Information Systems</td>
<td>$30,000.00</td>
<td>8/6/2001</td>
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<td>To design and conduct two elements of the examination of Amtrak safety initiative entitled, Rulebook Consolidation Project (New)</td>
<td>U.S. Department of Transportation</td>
<td>$27,081.60</td>
<td>8/9/2001</td>
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<tr>
<td>To engage young scientists in international research collaboration by enabling them to attend the 2001 conference of the Social Studies Education Consortium at Oxford University and help plan a research agenda</td>
<td>National Science Foundation</td>
<td>$25,100.00</td>
<td>7/25/2001</td>
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<td>To analyze and publish data from three related collection efforts funded by the National Survey of Mental Health Service Needs of Youth (New)</td>
<td>University of Chicago</td>
<td>$23,910.00</td>
<td>7/16/2001</td>
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<tr>
<td>To develop a program which generates the modes and band structure of the dispersion relation of light once the dielectric constants and the size dimensions of the slab geometry are read into the program</td>
<td>University of Michigan</td>
<td>$23,000.00</td>
<td>8/31/2001</td>
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</tr>
<tr>
<td>To provide additional funding to the U.S. Department of Energy Borate Pulping project; to include detailed chemical analysis of the effect of borate on kraft pulping of hardwoods, and the effect of borate on the causticizing kinetics (New)</td>
<td>Taiho Kogyo Tribology Research Foundation</td>
<td>$20,000.00</td>
<td>9/1/2001</td>
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<td>To explore the ability of identifying physiological, cognitive, and physical parameters that can objectively identify the onset of workers' fatigue and drowsiness (New)</td>
<td>Society of Manufacturing Engineers</td>
<td>$15,000.00</td>
<td>8/9/2001</td>
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Western Michigan University
Grants Awarded
July 2001 to September 2001

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<tbody>
<tr>
<td>Research</td>
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<tr>
<td>To investigate hollow atom production by ions and photons in Li and Li-Like systems (New)</td>
<td>National Science Foundation</td>
<td>Dr. John A. Tanis</td>
<td>$14,820.00</td>
<td>8/23/2001</td>
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<tr>
<td>To provide analysis of data on foster homes that have been newly licensed (Non-Competing Continuation)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell R. Bleyer</td>
<td>$13,176.00</td>
<td>9/21/2001</td>
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<tr>
<td>To analyze data on closed foster homes (Competing Continuation)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell R. Bleyer</td>
<td>$13,105.00</td>
<td>9/21/2001</td>
</tr>
<tr>
<td>To study the microscopic theory of nuclear and hypernuclear structure and reactions (New)</td>
<td>National Science Foundation</td>
<td>Dr. Dean W. Halderson</td>
<td>$12,500.00</td>
<td>7/20/2001</td>
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<tr>
<td>To understand the relationship between falls and the amount of light and other human environmental variables in the elderly (New)</td>
<td>Bronson Center for Clinical and Community Research</td>
<td>Dr. Stanley Paul</td>
<td>$12,090.00</td>
<td>8/27/2001</td>
</tr>
<tr>
<td>To refine a survey instrument and conduct data analysis for the peer to peer program (Non-Competing Continuation)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell R. Bleyer</td>
<td>$11,691.00</td>
<td>9/21/2001</td>
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<tr>
<td>To analyze lake water samples for their hydrogen and oxygen isotope ratios as part of a study of paleoclimate research (New)</td>
<td>Brown University</td>
<td>Dr. R V. Krishnamurthy</td>
<td>$10,000.00</td>
<td>7/25/2001</td>
</tr>
</tbody>
</table>
Western Michigan University
Grants Awarded
July 2001 to September 2001

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<tr>
<td><strong>Research</strong></td>
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<tr>
<td>To train Family Independence Agency staff (New)</td>
<td>Grand Rapids Community Foundation</td>
<td>Dr. Linda L. Dannison</td>
<td>$10,000.00</td>
<td>9/27/2001</td>
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<td></td>
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<td>Dr. Andrea B. Smith</td>
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<td>Teaching, Learning and Leadership</td>
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<tr>
<td>To develop and implement service learning modules for two introductory</td>
<td>Association for Gerontology in Higher</td>
<td>Dr. Donna M. Weinreich</td>
<td>$8,000.00</td>
<td>7/20/2001</td>
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<tr>
<td>gerontology courses (New)</td>
<td>Education</td>
<td>School of Community Health Services</td>
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<tr>
<td>To map the Kalamazoo and Kalamazoo Southwest quadrangles to learn about</td>
<td>U.S. Department of the Interior</td>
<td>Dr. Alan Kehew</td>
<td>$7,500.00</td>
<td>7/25/2001</td>
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<td>the glacial and glaciofluvial processes involved in the formation of the</td>
<td></td>
<td>Geosciences</td>
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<td>Kalamazoo Valley (Renewal)</td>
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<td>To study the origin of the Kalamazoo River Valley with a systematic</td>
<td>Kalamazoo Community Foundation</td>
<td>Dr. Alan Kehew</td>
<td>$7,500.00</td>
<td>9/28/2001</td>
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<td>three-dimensional mapping approach (New)</td>
<td></td>
<td>Geosciences</td>
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<td>To provide consultation and technical assistance to nonprofit</td>
<td>Kalamazoo Community Foundation</td>
<td>Ms. Lyndell R. Bleyer</td>
<td>$7,500.00</td>
<td>9/27/2001</td>
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<td>community agencies, maintain data on the community, and publish</td>
<td></td>
<td>Community Information Systems</td>
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<td>community mutual-benefit reports (New)</td>
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<td>To assist the City of Wyoming in a mail survey of residents to obtain</td>
<td>City of Wyoming</td>
<td>Dr. David J. Hartmann</td>
<td>$6,808.00</td>
<td>9/28/2001</td>
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<td>their viewpoints on city services and other important issues (New)</td>
<td></td>
<td>Sociology</td>
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<td>To evaluate the effectiveness of a short term intervention for people</td>
<td>Association of Schools of Allied Health</td>
<td>Dr. Debra L. Hazel</td>
<td>$5,000.00</td>
<td>9/28/2001</td>
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<td>over the age of 65 designed to help them stay in their own homes longer</td>
<td>Professions</td>
<td>Occupational Therapy</td>
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<td>(New)</td>
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Western Michigan University  
Grants Awarded  
July 2001 to September 2001

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<tr>
<th>DESCRIPTION</th>
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<tr>
<td><strong>Research</strong></td>
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</table>
| To predict the effect of reaction time, temperature, boric acid and borate levels on photoyellowing reduction (Supplemental) | U.S. Borax Inc.                | Dr. John H. Cameron  
Dr. Raja G. Aravamuthan  
Paper and Printing Science and Engineering | $3,446.42  
7/25/2001 |          |
| To improve efficiency of the production processes at Hotset (Supplemental) | HOTSET Corporation            | Dr. Damodar Y. Golhar  
Management                              | $3,343.94  
8/23/2001 |          |
| **Public Service**                              |                                |                                         |             |          |
| To provide daily living, communication, behavior control, and social skill services to developmentally disabled adults (Supplemental) | Kalamazoo Community Mental Health Services | Ms. Carol Sundberg  
Center For Disability Services | $405,739.42  
8/6/2001 |          |
| To target low-income students, first-generation students, and students from groups underrepresented in graduate education to help them reach their potential and gain access to careers in graduate education and doctoral studies (Competing Continuation) | U.S. Department of Education | Mrs. Maxine R. Gilling  
Division of Multicultural Affairs | $220,111.00  
8/14/2001 |          |
| To serve 50 high school students annually through a Math and Science Upward Bound program (Competing Continuation) | U.S. Department of Education | Dr. Martha B. Warfield  
Division of Multicultural Affairs | $212,180.00  
8/15/2001 |          |
| To conduct sports education camps for youths with visual impairments nationally, based on the local model (Non-Competing Continuation) | U.S. Department of Education | Dr. Paul E. Ponchillia  
Blind Rehabilitation | $148,900.00  
8/8/2001 |          |

TOTAL RESEARCH $4,026,728.57
Western Michigan University  
Grants Awarded  
July 2001 to September 2001

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<tr>
<td><strong>Public Service</strong></td>
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<td>To provide athletic trainers with a paid internship (Renewal)</td>
<td>Various Sponsors</td>
<td>Dr. Debra S. Berkey</td>
<td>$114,700.00</td>
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<td>Health, Physical Education and Recreation</td>
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<td>To support the education and development of school-age children in Benton</td>
<td>W.K. Kellogg Foundation</td>
<td>Dr. Sharon L. Anderson</td>
<td>$100,000.00</td>
<td>8/22/2001</td>
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<td>Harbor through the development of parent training resources (New)</td>
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<td>Center for Community Asset Building</td>
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<td>To provide outpatient therapy service programs through the Kalamazoo</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson</td>
<td>$90,000.00</td>
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<td>Regional Center (New)</td>
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<td>Mr. James H. Kendrick</td>
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<td></td>
<td>Unified Clinics</td>
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<td>To support the Upward Bound Program, which is designed to generate, in</td>
<td>U.S. Department of Education</td>
<td>Mr. Derrick L. Davis</td>
<td>$88,168.00</td>
<td>8/31/2001</td>
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<td>program participants, the skills and motivation necessary to complete a</td>
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<td>Division of Multicultural Affairs</td>
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<td>program of secondary education and to enter and succeed in a program of</td>
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<td>postsecondary education (Supplemental)</td>
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<td>To develop and demonstrate an array of community-based, inclusive</td>
<td>Michigan Department of Community Health</td>
<td>Ms. Carol Sundberg</td>
<td>$64,900.00</td>
<td>8/9/2001</td>
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<tr>
<td>alternates for adults with severe disabilities who are now involved in</td>
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<td>Center For Disability Services</td>
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<td>segregated day activities (Non-Competing Continuation)</td>
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<td>To provide substance abuse treatment services for prisoners, parolees,</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson</td>
<td>$40,000.00</td>
<td>7/9/2001</td>
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<td>and probationers at selected correctional facilities (Supplemental)</td>
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<td>Mr. James H. Kendrick</td>
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<tr>
<td>To develop and present coating programs to various industrial corporations</td>
<td>Various</td>
<td>Dr. Margaret Joyce</td>
<td>$32,520.00</td>
<td>8/31/2001</td>
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<tr>
<td>(New)</td>
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<td>Dr. Thomas W. Joyce</td>
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<td>Paper and Printing Science and Engineering</td>
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Page 9 of 13
### Public Service

<table>
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<tr>
<th>DESCRIPTION</th>
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<th>AMOUNT</th>
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<tr>
<td>To provide athletic trainers with a paid internship (Supplemental)</td>
<td>Various Sponsors</td>
<td>Dr. Debra S. Berkey</td>
<td>$32,100.00</td>
<td>9/20/2001</td>
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<td>(Supplemental)</td>
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<td>Health, Physical Education and Recreation</td>
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<td>To gather information to determine how data is used to inform classroom</td>
<td>Schools of the 21st Century Initiative</td>
<td>Dr. Mark Jenness</td>
<td>$26,800.00</td>
<td>9/28/2001</td>
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<td>practice and school operations in a sample taken from the 21st Century</td>
<td></td>
<td>Center for Science Education</td>
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<td>Leadership Schools Project (New)</td>
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<td>To provide inpatient residential treatment services for Kalamazoo Regional</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson</td>
<td>$20,000.00</td>
<td>7/9/2001</td>
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<td>Center (Supplemental)</td>
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<td>Mr. James H. Kendrick</td>
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<tr>
<td>Kalamazoo Regional Center (Supplemental)</td>
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<td>Unified Clinics</td>
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<td>To provide summative evaluation of the Kalamazoo Public Schools</td>
<td>Kalamazoo Public Schools</td>
<td>Ms. Cynthia Halderson</td>
<td>$20,000.00</td>
<td>8/15/2001</td>
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<td>Comprehensive School Reform Demonstration projects (New)</td>
<td></td>
<td>Institute for Science Education</td>
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<td>To provide school district staff with evaluation technical assistance for</td>
<td>Delta-Schoolcraft Intermediate School District</td>
<td>Dr. Deanna S. Draze</td>
<td>$18,000.00</td>
<td>8/16/2001</td>
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<td>literacy initiative program (New)</td>
<td></td>
<td>Institute for Science Education</td>
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<td>To provide substance abuse treatment services for prisoners, parolees, and</td>
<td>Michigan Department of Corrections</td>
<td>Dr. C. Dennis Simpson</td>
<td>$15,000.00</td>
<td>7/31/2001</td>
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<td>probationers at selected correctional facilities (Supplemental)</td>
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<td>Mr. James H. Kendrick</td>
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<td>(Supplemental)</td>
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<td>Unified Clinics</td>
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<tr>
<td>To provide scoring services for authorized users of the National</td>
<td>National Association of Secondary School</td>
<td>Dr. Arlen Gullickson</td>
<td>$11,255.00</td>
<td>8/31/2001</td>
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<td>Principals school climate survey and satisfaction survey (Supplemental)</td>
<td>Principals</td>
<td>The Evaluation Center</td>
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## Grants Awarded
### July 2001 to September 2001

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<td>To stage two regiments and the pas de deux from George Balanchine's Stars and Stripes and Paul Taylor's Three Epitaphs and Junction for the January 2002 concert (New)</td>
<td>Dance/USA</td>
<td>Ms. Jane Baas Dance</td>
<td>$10,000.00</td>
<td>9/27/2001</td>
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<tr>
<td>To provide supplementary financial assistance for emergency protective measures, including snow removal (New)</td>
<td>Federal Emergency Management Agency</td>
<td>Mr. Paul MacNellis Landscape Services</td>
<td>$9,182.94</td>
<td>9/5/2001</td>
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<tr>
<td>To develop and revise a database structure and modify report formats for the foster parent home mentoring program (Supplemental)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell R. Bleyer Ms. Ruth A. Reynolds Community Information Systems</td>
<td>$3,998.00</td>
<td>9/21/2001</td>
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<td>To provide supervisory aftercare services for drug-and alcohol-dependent federal offenders (Supplemental)</td>
<td>U.S. District Court</td>
<td>Mr. James H. Kendrick Unified Clinics</td>
<td>$3,453.00</td>
<td>8/22/2001</td>
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<tr>
<td>To provide supervisory aftercare services for drug-and alcohol-dependent federal offenders (Supplemental)</td>
<td>U.S. District Court</td>
<td>Mr. James H. Kendrick Unified Clinics</td>
<td>$3,088.00</td>
<td>7/10/2001</td>
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<td>To support the transfer of petroleum technology to domestic oil and gas producers (Supplemental)</td>
<td>Petroleum Technology Transfer Council Geosciences</td>
<td>Dr. William B. Harrison Geosciences</td>
<td>$2,500.00</td>
<td>7/31/2001</td>
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<tr>
<td>To support the Western Michigan Regional Center of the Michigan Geographic Alliance (Renewal)</td>
<td>Central Michigan University</td>
<td>Dr. Joseph P. Stoltman Geography</td>
<td>$2,000.00</td>
<td>8/31/2001</td>
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<td>DESCRIPTION</td>
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<tr>
<td><strong>Public Service</strong></td>
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<tr>
<td>To develop a comprehensive plan for an impact study of the Water Education Plan for Teachers curriculum (New)</td>
<td>Montana State University</td>
<td>Dr. Mark Jenness</td>
<td>$2,000.00</td>
<td>8/7/2001</td>
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<td>To develop and revise a database structure and modify report formats for the foster parent home mentoring program (Non-Competing Continuation)</td>
<td>Michigan Foster and Adoptive Parent Association</td>
<td>Ms. Lyndell R. Bleyer, Ms. Ruth A. Reynolds</td>
<td>$1,974.00</td>
<td>9/21/2001</td>
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<td>To prepare final performance report for the ELOT Goals 2000 project based on data provided by sponsor (New)</td>
<td>Wayne County Regional Educational Services Agency</td>
<td>Dr. Deanna S. Draze</td>
<td>$1,200.00</td>
<td>8/15/2001</td>
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<td><strong>TOTAL PUBLIC SERVICE</strong></td>
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<td><strong>$1,699,769.36</strong></td>
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<td><strong>Academic Support</strong></td>
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<td>To introduce traditionally underrepresented students in higher education to the potential of a college education (New)</td>
<td>Lake Michigan College</td>
<td>Mr. Donyll Lewis</td>
<td>$12,239.71</td>
<td>8/14/2001</td>
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<td>To address the specific risk factors of underrepresented students and to provide supportive services during their time at college (Supplemental)</td>
<td>U.S. Department of Education</td>
<td>Ms. Marilyn Duke</td>
<td>$5,000.00</td>
<td>8/15/2001</td>
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<tr>
<td>To support the purchase of library materials for the Design and Manufacturing Reference area in Industrial and Manufacturing Engineering (New)</td>
<td>Society of Manufacturing Engineers</td>
<td>Dr. Jorge Rodriguez, Dr. Mitchel J. Keil</td>
<td>$2,500.00</td>
<td>8/9/2001</td>
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<td>To provide doctoral fellowships to underrepresented doctoral students (New)</td>
<td>Michigan Department of Education</td>
<td>Ms. Griselda Daniel The Graduate College</td>
<td>$35,000.00</td>
<td>7/3/2001</td>
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<td>To provide a doctoral fellowship to an underrepresented student (New)</td>
<td>Michigan Department of Education</td>
<td>Ms. Griselda Daniel The Graduate College</td>
<td>$35,000.00</td>
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<td><strong>TOTAL STUDENT SERVICES</strong></td>
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<td><strong>Scholarships and Fellowships</strong></td>
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<td>To support a full-time intern for the Holistic Health Program (New)</td>
<td>The John E. Fetzer Institute, Inc.</td>
<td>Dr. Thomas R. Holmes Holistic Health</td>
<td>$12,300.00</td>
<td>8/31/2001</td>
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<td><strong>TOTAL SCHOLARSHIPS AND FELLOWSHIPS</strong></td>
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<td><strong>GRAND TOTAL</strong></td>
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<td>$16,787,773.58</td>
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PERSONNEL REPORT

Administrative Appointments
Said AbuBakr, Professor and Chair, Department of Paper and Printing Science and Engineering, effective August 1, 2001.

Susan O'Flaherty, Executive Director of Student Services, effective August 6, 2001.

Xiaojun Wang, Chair and Associate Professor, Department of Asian and Middle Eastern Languages, effective July 1, 2001.

Return to Faculty
Leonard Beuving, Professor and Chair, Department of Biological Sciences, effective August 6, 2001.

Resignations – Administrative

Appointment – With Tenure
Said AbuBakr, Professor, Department of Paper and Printing Science and Engineering, effective August 1, 2001.

William Sauck, Associate Professor, Department of Geosciences, effective August 6, 2001.

Appointments - Tenure Track
Bradley Bazuin, Assistant Professor, Department of Electrical and Computer Engineering, effective August 6, 2001.

Michele Behr, Assistant Professor, University Libraries, effective July 23, 2001.

Mozhdeh Bruss, Assistant Professor, Department of Family and Consumer Sciences, effective August 6, 2001.
Appointments – Tenure Track (Continued)

E. Jane Davidson, Instructor, Department of Educational Studies, effective August 6, 2001.

Albert Dzur, Assistant Professor, Department of Political Science, effective August 6, 2001.

Steven Kohler, Assistant Professor, Institute of Environmental Studies, effective August 6, 2001.

Mukesh Mohania, Assistant Professor, Department of Computer Science, effective August 6, 2001.

Norali Pernalete, Assistant Professor, Department of Electrical and Computer Engineering, effective August 6, 2001.

Andrew Purvis, Assistant Professor, Department of Manufacturing Engineering, effective August 6, 2001.

Wuwei Shen, Assistant Professor, Department of Computer Science, effective December 10, 2001.

Stephen Tasko, Assistant Professor, Department of Speech Pathology and Audiology, effective December 10, 2001.

Reappointments - Term

Joyce Anderson, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 16, 2002.

Nicholas Andreadis, Assistant Professor, Department of Counselor Education and Counseling Psychology, effective August 6, 2001 through April 14, 2002.

Linda Baird, Instructor, Department of Accountancy, effective August 6, 2001 through August 4, 2002.

Carol Bennett, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

Eileen Buckley, Instructor, Department of Family and Consumer Sciences, effective August 6, 2001 through August 4, 2002.
Reappointments -Term (Continued)
Darlene Burk, Instructor, Department of Management, effective August 6, 2001 through August 4, 2002.

Keith Collins, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

E. Bryce Dickey, Instructor, Department of Family and Consumer Sciences, effective August 6, 2001 through August 4, 2002.

Lori Farrer, Instructor, Department of Family and Consumer Sciences, effective July 1, 2001 through June 30, 2002.

Jeremy Hierholzer, Instructor, College of Aviation, effective August 6, 2001 through August 4, 2002.

Delores Jackson, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

Paula Jamison, Assistant Professor, Department of Occupational Therapy, effective August 6, 2001 through April 14, 2002.

Eva Jerome, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

James Kendrick, Assistant Professor, School of Community Health Services, effective July 1, 2001 through June 30, 2002.

Ann Leary, Instructor, School of Social Work, effective August 6, 2001 through August 4, 2002.

Helen Lee, Associate Professor, Department of Blind Rehabilitation, effective August 6, 2001 through April 14, 2002.

John Luczaj, Assistant Professor, Department of Geosciences, effective August 6, 2001 through August 4, 2002.


Jennifer Ostrom, Instructor, Department of Educational Studies, effective August 6, 2001 through August 4, 2002.
Reappointments - Term (Continued)
Ann-Marie Oulai, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

Esther Page-Wood, Instructor, Department of Marketing, effective August 6, 2001 through August 4, 2002.

Elizabeth Phillips, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

Theresa Reagan-Donk, Instructor, Department of Teaching, Learning and Leadership, effective August 6, 2001 through August 4, 2002.

Beth Ritsema, Instructor, Department of Mathematics, effective August 6, 2001 through August 31, 2002.

Cynthia Ruoff, Assistant Professor, Department of Foreign Languages and Literatures, effective August 6, 2001 through August 4, 2002.

Annette Skellenger, Associate Professor, Department of Blind Rehabilitation, effective August 6, 2001 through August 4, 2002.

Mary Jo Smith, Instructor, Department of Teaching, Learning and Leadership, effective August 6, 2001 through August 4, 2002.

Lisa Wolfe, Instructor, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.

Appointments - Term
Timothy Berg, Assistant Professor, Department of History, effective August 6, 2001 through August 4, 2002.

Gary Blackmer, Associate Professor, Department of Chemistry, effective August 6, 2001 through August 4, 2002.

Charlene Brown, Assistant Professor, School of Community Health Services, effective August 6, 2001 through April 14, 2002.

Megan Brown, Assistant Professor, University Counseling and Testing Center, effective August 6, 2001 through April 14, 2002.
Appointments – Term (Continued)
Lisa Colgren, Instructor, Department of Accountancy, effective August 6, 2001 through August 4, 2002.

Daniel Connolly, Assistant Professor, Department of Art, effective August 1, 2001 through August 4, 2002.

Scott Cowan, Assistant Professor, School of Music, effective August 6, 2001 through August 4, 2002.

Mark Crawford, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Tracy DuBay, Instructor, Department of Educational Studies, effective August 6, 2001 through August 4, 2002.

Scott Fleming, Instructor, Department of Computer Science, effective August 6, 2001 through August 4, 2002.

Nicole Fluhr, Assistant Professor, Department of English, effective August 6, 2001 through August 4, 2002.

Elizabeth Fox, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

Brian Goetz, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

M. Daniela Hernandez, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

Anna Jelaso, Assistant Professor, Institute of Environmental Studies, effective August 6, 2001 through August 4, 2002.

Phillip Johnson, Visiting Assistant Professor, Department of Counselor Education and Counseling Psychology, effective August 6, 2001 through April 14, 2002.

Amy Kavanaugh, Instructor, Department of Teaching, Learning, and Leadership, effective August 6, 2001 through August 4, 2002.

Catherine Kocarek, Assistant Professor, Department of Counselor Education and Counseling Psychology, effective August 6, 2001 through April 14, 2002.
Appointments – Term (Continued)
Wei Lin, Instructor, Department of Art, effective August 6, 2001 through August 4, 2002.

Zahida Luqmani, Instructor, Department of Business Information Systems, effective August 6, 2001 through August 4, 2002.

D. Steven Mackey, Instructor, Department of Mathematics, effective August 6, 2001 through August 4, 2002.

June Miyasaki, Instructor, Department of Foreign Languages and Literatures, effective August 6, 2001 through August 4, 2002.

Randy Rozema, Instructor, Department of Mechanical and Aeronautical Engineering, effective August 6, 2001 through August 4, 2002.

Carol Weideman, Instructor, Department of Health, Physical Education and Recreation, effective August 6, 2001 through August 4, 2002.

Reappointments – Term Academic Career Specialist
Alberta Bee, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001 through April 14, 2002.


Sherrill Busboom, Assistant Academic Career Specialist, Department of Physician Assistant, effective July 1, 2001 through June 30, 2002.

Teresa Crumpton, Assistant Academic Career Specialist, Department of Speech Pathology and Audiology, effective July 1, 2001 through June 30, 2002.

Mervyn Elliot, Academic Career Specialist, College of Aviation, effective June 27, 2001 through June 30, 2002.

Kathi Fuller, Assistant Academic Career Specialist, School of Community Health Services, effective July 1, 2001 through June 30, 2002.

Martin Grant, Academic Career Specialist, College of Aviation, effective June 27, 2001 through June 30, 2002.
Reappointments – Term Academic Career Specialist (Continued)
Kathryn Hillenbrand, Assistant Academic Career Specialist, Department of Speech Pathology and Audiology, effective August 6, 2001 through April 14, 2002.

Cynthia Hutchinson, Assistant Academic Career Specialist, Department of Physician Assistant, effective July 1, 2001 through June 30, 2002.

Beulah Lateef, Assistant Academic Career Specialist, Department of Teaching, Learning and Leadership, effective July 1, 2001 through June 30, 2004.

Dale Latulippe, Assistant Academic Career Specialist, Department of Blind Rehabilitation, effective July 1, 2001 through June 30, 2002.


Dennis McFall, Academic Career Specialist, College of Aviation, effective June 27, 2001 through June 30, 2002.

Ken Miles, Academic Career Specialist, College of Aviation, effective June 27, 2001 through June 30, 2002.

Mark Murphy, Academic Career Specialist, College of Aviation, effective June 27, 2001 through June 30, 2002.

Matthew Rushleau, Assistant Academic Career Specialist, Department of Counselor Education and Counseling Psychology, effective July 1, 2001 through June 30, 2002.


Adelia Van Meter, Assistant Academic Career Specialist, Department of Speech Pathology and Audiology, effective August 6, 2001 through April 14, 2002.

Sonia Wardley, Assistant Academic Career Specialist, Department of Physician Assistant and the College of Health and Human Services, effective July 1, 2001 through June 30, 2002.

Peter Waters, Academic Career Specialist, College of Aviation, effective June 27, 2001 through June 30, 2002.
Appointments - Continuing Academic Career Specialist
Betsy Aller, Assistant Academic Career Specialist, Department of Industrial and Manufacturing Engineering, effective August 6, 2001.

Gwendolyn Barnes, Assistant Academic Career Specialist, Department of Management, effective August 6, 2001.

Miriam Coleman, Assistant Academic Career Specialist, Department of Business Information Systems, effective August 6, 2001.

Georgina Hill, Associate Academic Career Specialist, Department of English, effective August 6, 2001.

Janice Maatman, Instructor Academic Career Specialist, School of Public Affairs and Administration, effective July 16, 2001.

Ronald Miller, Assistant Academic Career Specialist, Department of Computer Science, effective June 25, 2001.

John Nielsen, Associate Academic Career Specialist, School of Social Work, effective July 1, 2001.

Bonnie Rencher, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Barbara Secrist, Instructor Academic Career Specialist, Department of Business Information Systems, effective August 6, 2001.

Barbara Starke, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Sally Sutkowi, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Radu Teodorescu, Associate Academic Career Specialist, Department of Mathematics, effective July 1, 2001.


Ellen Van Arsdale, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.
Appointments - Continuing Academic Career Specialist (Continued)
Sally Vliem, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Elizabeth Voshel, Assistant Academic Career Specialist, School of Social Work, effective July 1, 2001 through June 30, 2002.

Edo Weits, Assistant Academic Career Specialist, School of Community Health Services, effective August 6, 2001.

John Weitzel, Assistant Academic Career Specialist, Department of Marketing, effective August 6, 2001.

Jacqueline Wylie, Assistant Academic Career Specialist, WMU Bronson School of Nursing, effective August 6, 2001.

Joint Appointment
Carla Koretsky, Assistant Professor, Department of Geosciences and the Institute of Environmental Studies, effective August 6, 2001.

Change of Department Affiliation
Robert Poel, Professor, from the Department of Science Studies to the Department of Physics, effective July 1, 2001.

David Rudge, Assistant Professor, from the Department of Science Studies to the Department of Biological Sciences, effective August 6, 2001.

Kamlesh Sharma, Assistant Professor, from the Department of Science Studies to the Department of Biological Sciences, effective July 1, 2001.

Aletta Zietsman-Thomas, Assistant Professor, from the Department of Science Studies to the Department of Physics, effective August 6, 2001.

Vishva Sharma, Professor, from the Department of Science Studies to the College of Arts and Sciences, effective August 6, 2001.
Reappointments - Adjunct
R. Eugene Ballard, Adjunct Associate Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Norman Brown, Adjunct Professor, School of Public Affairs and Administration, effective November 1, 2001 through October 31, 2004.

David Chadderdon, Adjunct Assistant Professor, School of Community Health Services, effective January 1, 2002 through December 31, 2004.

Walter Kipp, Adjunct Assistant Professor, School of Community Health Services, effective January 1, 2002 through December 31, 2004.

Rolf Kletzien, Adjunct Professor, Department of Biological Sciences, effective November 1, 2001 through October 2004.

Grace Mannion, Adjunct Assistant Professor, School of Music, effective November 1, 2001 through October 31, 2004.

Ronald Schmidt, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Janette Sherman, Adjunct Professor, Environmental Institute, effective November 1, 2001 through October 31, 2004.

Diana Spradling, Adjunct Assistant Professor, School of Music, effective November 1, 2001 through October 31, 2004.

Mary Tiernan, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Elizabeth Van Ark, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Gayl Walker, Adjunct Associate Professor, School of Community Health Services, effective November 1, 2001 through October 31, 2004.

Randall Wolbert, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.
Appointments - Adjunct
Katherine Black, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Frank Chaves, Adjunct Visiting Artist, Department of Dance, effective November 1, 2001 through October 31, 2004.

James Cochrane, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Deborah Doherty, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Randall Eberts, Adjunct Professor, Department of Economics, effective November 1, 2001 through October 31, 2004.

Carol Echenique, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Kenneth Edwards, Adjunct Assistant Professor, Department of Physician Assistant, effective November 1, 2001 through October 31, 2004.

John Fisher, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Dianna Hargis, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Lori Harrington, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Edward Haughn, Adjunct Assistant Professor, Department of Physician Assistant, effective November 1, 2001 through October 31, 2004.

Dale Hein, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Maureen Hutchinson, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Daryl Kimberly, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.
Appointments – Adjunct (Continued)

Kristen Kimm, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Pamela Kingery, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Mary Kirkwood, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Philip Kunze, Adjunct Assistant Professor, Department of Art, effective November 1, 2001 through October 31, 2004.

Donn LaTour, Adjunct Assistant Professor, Department of Physician Assistant, effective November 1, 2001 through October 31, 2004.

John Mathieson, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

James McDonald, Adjunct Assistant Professor, Department of Physician Assistant, effective November 1, 2001 through October 31, 2004.

Ronald Peterson, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Janine Rhodes, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Donald Salmon, Adjunct Assistant Professor, Department of Physician Assistant, effective November 1, 2001 through October 31, 2004.

Paul Schoenherr, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Dennis Sturtewant, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Tesefaye Teklu, Adjunct Associate Professor, Department of Economic, effective November 1, 2001 through October 31, 2004.

Norma Thornton, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.
Appointments – Adjunct (Continued)
Candace Van Orman, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Sandra Vigants, Adjunct Assistant Professor, School of Social Work, effective November 1, 2001 through October 31, 2004.

Resignations
Robert Buck, Assistant Professor, Department of Statistics, effective August 5, 2001.

James Crehan, Professor, College of Aviation, effective September 30, 2000.

Nancy Cornwell, Assistant Professor, Department of Communication, effective August 4, 2002.

Cheryl Delk, Associate Academic Career Specialist, Career English Language Center for International Studies, effective May 1, 2001.

Deborah Deliyanis, Assistant Professor, Department of History, effective August 15, 2001.

Jennifer Fager, Assistant Professor, Department of Teaching, Learning and Leadership, effective August 1, 2001.

Laura Junker, Assistant Professor, Department of Anthropology, effective April 14, 2002.

Mark Roehling, Assistant Professor, Department of Management, effective June 30, 2001.

Martine Sauret, Assistant Professor, Department of Foreign Languages and Literatures, effective August 5, 2001.

Deborah Spake, Assistant Professor, Department of Marketing, effective August 3, 2001.

Retirement with Emeriti Status
Karen Seelig, Department of Speech Pathology and Audiology, Associate Professor Emerita, of Speech Pathology and Audiology, effective April 27, 2002.
Professional Development Leave
Susan Carlson, Associate Professor, Department of Sociology, effective December 10, 2001 through April 14, 2002.

Change in Sabbatical Leave
Mark Richardson, Associate Professor, Department of English, effective Winter 2002, instead of Fall 2001 as previously approved.

NON-ACADEMIC

Appointments
Diane Swartz, Interim Vice President for Student Affairs, effective October 17, 2001.

Paul DeVries, Director of Compliance, Intercollegiate Athletics, effective July 9, 2001.

Kelly Lycan, Head Women’s Track Coach, Intercollegiate Athletics, effective August 1, 2001.

Professional Administrative Leave
Theresa Powell, Vice President for Student Affairs, effective October 17, 2001 through October 16, 2002.

Resignation

Retirements
Patricia Duzan, Administrative Assistant, Department of Foreign Languages and Literatures, effective August 31, 2001.

Barbara Johnston, Executive Secretary, Office of the President, effective January 31, 2002.

Karen Rice, Office Assistant, Department of Sociology, effective December 31, 2001.
PROPOSAL TO OFFER A MASTER OF ARTS IN MARRIAGE AND FAMILY THERAPY

Background
Graduate Marriage and Family Therapy (MFT) education in the State of Michigan is severely limited. Students seeking a post-baccalaureate education in MFT are limited to the MFT doctoral program at MSU. WMU's Master of Arts in Marriage and Family Therapy, offered by the Department of Counselor Education and Counseling Psychology in collaboration with the Department of Family and Consumer Sciences, would allow students to seek licensure as a marriage and family therapist without the necessity of pursuing a doctoral degree. Michigan is one of 43 states that currently regulate MFT's. The master's degree in MFT is the entry-level degree for professional practice as a licensed marriage and family therapist.

Program Summary
The proposed program is based on existing course work in the two participating departments. Students who complete the program would have the academic requirements to allow them to apply for state licensure as a marriage and family therapist and Clinical membership in the American Association for Marriage and Family Therapy. The program is designed to meet the accreditation requirements of the Commission on Accreditation for Marriage and Family Therapy Education.

As marriage and family therapists, graduates would provide secondary and tertiary intervention services to individuals and families dealing with a variety of relationship, family, and mental health issues. Students would seek employment as comprehensive mental health care providers in medical and private practice settings and in public, private non-profit, and private agencies that serve families. Further, they would be trained to collaborate with medical providers in preparation for the rapidly evolving health care system.

Program Requirements
The proposed program requires 51 hours of course work, including substantive study of family processes, various family forms, individual and family life cycle issues, as well as significant training in clinical assessment and treatment. Specific content areas include theoretical foundations, assessment and treatment of couples and families, human development and family studies, ethics and professional issues, research methods, and supervised clinical practice.

Market
As evidenced by numerous letters of support by leading mental health care providers in the region, there is a growing need for the expertise MFT professionals bring as comprehensive mental health care providers. The estimated enrollment in the proposed program is 5 to 8 full-time students per year.

Approval Process
The proposed Master of Arts in Marriage and Family Therapy has been approved by the Department of Counselor Education and Counseling Psychology and the Department of Family and Consumer Sciences, the College of Education, the Faculty Senate, the Provost and President, and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Master of Arts in Marriage and Family Therapy.
PROPOSAL TO OFFER A MASTER OF ARTS IN EDUCATIONAL TECHNOLOGY

Background
The Master of Arts in Educational Technology, offered by the Department of Educational Studies, is being proposed for several important reasons. One, technology of all types continues to advance in all segments of our society, and schools need to reflect those changes by the integration of educational technology into academic programs. Two, educators at all levels, business and industry representatives, and government leaders continue to call for the improvement of educational technology competencies of teachers and for the improvement of teacher preparation programs to integrate technology into teaching and learning activities of schools. Three, graduate students at Western Michigan University are requesting additional graduate level educational technology opportunities beyond the current Graduate Certificate Program in Educational Technology.

Program Summary
The mission of the proposed M.A. in Educational Technology is to provide students with the specialized knowledge and competencies required by K-12 teachers and administrators to use educational technology. Upon completing the course of study for this degree, students will possess the skills necessary to provide leadership in the development of educational policy and in the practical use of various forms of educational technology. While attention to the technical aspects of computers, networking, and telecommunications is included in the program, the primary focus is on the integration of technology into the teaching, learning, and organizational aspects of schools.

Program Requirements
Students will complete a planned program of study consisting of 30-33 credit hours of course work. Required course work includes a Major Technology Core with two options (Technology Coordinator or Special Education Technology), a Minor Technology Core (elective courses related to career goals), a research course, and a culminating learning activity (either a master’s thesis or a capstone research project).

Market
A survey of 160 students (those presently enrolled in the Graduate Certificate Program in Educational Technology, other students enrolled in educational technology courses, and non-enrolled students who have shown interest in a master’s program in educational technology) resulted in a majority who indicated they would seek admission to the proposed master’s program. This, coupled with the ever-increasing enrollments in the educational technology courses, reveals a strong market demand for the proposed program. The estimated enrollment of new students in the proposed program is 15 to 20 per year.

Approval Process
The proposed Graduate Certificate Program has been approved by the Department of Educational Studies, the College of Education, the Faculty Senate, the Provost and President, and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Master of Arts in Educational Technology.
PROPOSAL TO OFFER A MASTER OF SCIENCE IN MOLECULAR BIOTECHNOLOGY

Background
The proposed Master of Science in Molecular Biotechnology, offered through the Department of Biological Sciences, was initiated in response to the development of methods within the biotechnology and pharmaceutical industries to screen large numbers of compounds and the relative lack of qualified individuals presently available within the work-force that are adequately trained to fill positions with these firms.

Program Summary
Although the program may be expanded in the future to cover several major areas of biotechnology, the first mission of this new interdisciplinary master's program—sponsored by the departments of Biological Sciences, Chemistry, and Statistics—is intended to educate students in the techniques and theory necessary for High Throughput Screening (HTS), utilized by most pharmaceutical and biotechnology companies to rapidly screen vast chemical libraries for compounds that have biological activities and have potential use as pharmaceuticals. HTS utilizes concepts and methods from molecular and cellular biology, chemistry, bio-informatics, robotics, and computer science.

Program Requirements
Students will complete a required 33-hour core curriculum: 4 bio/chemistry courses, 3 biology courses, 2 courses in data management and analysis, and a spring/summer internship with one of several industrial partners throughout the U.S.

Market
A national survey of pharmaceutical company executives was conducted to seek their opinion regarding the need for a master's program with an HTS orientation. Twelve of 13 respondents were very enthusiastic, pointing out that there was no similar program in the U.S. Moreover, the premier international society concerned with HTS, the Society of Biomolecular Screening, has enthusiastically endorsed the proposal. The marketing survey indicated that the national demand for graduates will be much more than the number of students WMU can train.

It is anticipated that 10 to 12 students could be admitted per academic year, the limitation being the available seats in WMU courses, especially those with laboratories. Four pharmaceutical companies have assured WMU that they will provide internship opportunities for program students.

Approval Process
The proposed Master of Science in Molecular Biotechnology has been approved by the Department of Biological Sciences (and endorsed by the Department of Chemistry and the Department of Statistics), the College of Arts and Sciences, the Faculty Senate, the Provost and President, and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Master of Science in Molecular Biotechnology.
PROPOSAL TO OFFER A GRADUATE CERTIFICATE PROGRAM IN CLINICAL TRIALS ADMINISTRATION

Background
Over the period of the last two decades, the number of novel drugs developed by the U.S. pharmaceutical industry has doubled and the complexity of the drug development process has increased. This growth will likely continue and perhaps accelerate as new bioengineered drugs enter the development stage. In addition, with the introduction of the Life Science Corridor, clinical research is expected to increase rapidly in Michigan over the next few years. This anticipated expansion will create new opportunities in clinical research. Currently, there are no courses at Western Michigan University to educate individuals in clinical trials administration, even though there is a high concentration of pharmaceutical and medical device industries in Southwest Michigan. In the past, the local industry has provided on-the-job training for new employees, augmented with courses offered through national organizations. The Graduate Certificate in Clinical Trials Administration will relieve industry of this time-intensive training and responsibility and make graduates more competitive in the expanding job market.

Program Summary
The Graduate Certificate Program in Clinical Trials Administration, offered by the Department of Physician Assistant, focuses on the essential core competencies that are required by clinical research personnel. The certificate may be taken independently or may be used to supplement graduate training in related fields such as physician assistant, occupational therapy, speech pathology and audiology, biological sciences, medicine, pharmacology, engineering, and marketing. The program is designed to provide education for students wishing to enter the expanding field of clinical research and for those already employed in the profession who wish to upgrade their knowledge and abilities. The program will be delivered through on-campus as well as distributed learning modules.

Program Requirements
Each student must satisfactorily complete an 18-semester-hour course of study with a minimum grade of "B" in each course to be awarded a Certificate in Clinical Trials Administration.

Market
A comprehensive needs assessment was conducted to evaluate the overall demand for clinical trials education. Based on the positive responses from three surveyed groups—prospective employers, professionals already employed who wish to improve skills, and WMU undergraduates who may consider graduate education and career opportunities in clinical research—it is projected that about 15 to 20 students will enroll in the proposed certificate program every year.

Approval Process
The proposed Graduate Certificate Program has been approved by the Department of Physician Assistant, the College of Health and Human Services, the Faculty Senate, the Provost and President, and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Graduate Certificate Program in Clinical Trials Administration.
REMARKS BY THE CHAIR
REMARKS BY THE PRESIDENT
ACCEPTANCE OF THE AGENDA
APPROVAL OF THE MINUTES OF THE OCTOBER 26, 2001 REGULAR MEETING
GRANT REPORT

It is recommended that the grant report for October 2001 be approved.

(Tab ASA-2)
PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab ASA-3)
Western Michigan University
Board of Trustees Meeting

Agenda Item No. 5c.
December 7, 2001

MASTER OF FINE ARTS IN PERFORMING ARTS ADMINISTRATION

It is recommended that the proposal to offer a Master of Fine Arts in Performing Arts Administration be approved, effective fall semester 2002.

(Tab ASA-4)
DOCTOR OF AUDIOLOGY

It is recommended that the proposal to offer a Doctor of Audiology be approved, effective fall semester 2003.

(Tab ASA-5)
DOCTOR OF PHILOSOPHY IN ELECTRICAL AND COMPUTER ENGINEERING

It is recommended that the proposal to offer a Doctor of Philosophy in Electrical and Computer Engineering be approved, effective fall semester 2002.

(Tab ASA-6)
DOCTOR OF PHILOSOPHY IN INTERDISCIPLINARY HEALTH STUDIES

It is recommended that the proposal to offer a Doctor of Philosophy in Interdisciplinary Health Studies be approved, effective fall semester 2002.

(Tab ASA-7)
NAME CHANGE - DIVISION OF CONTINUING EDUCATION TO EXTENDED UNIVERSITY PROGRAMS

It is recommended that the proposal to change the name of the Division of Continuing Education to Extended University Programs be approved.

(Tab ASA-8)
REVISED MISSION STATEMENT

It is recommended that the revised mission and goals statement (November 26, 2001) be approved.

(Tab ASA-9)
GIFT REPORT

It is recommended that the gift report for October 2001 be approved.

(Tab BF-2)
Western Michigan University
Board of Trustees Meeting

Agenda Item No. 6b
December 7, 2001

PERSONNEL REPORT

It is recommended that the personnel report be approved.

(Tab BF-3)
PUBLIC HEARING: GRANT OF POWERS AND AUTHORITY TO PUBLIC SAFETY OFFICERS AND ESTABLISHMENT OF A PUBLIC SAFETY DEPARTMENT OVERSIGHT COMMITTEE

It is recommended that a second public hearing be scheduled regarding the determination of the powers and authority of Western Michigan University's Public Safety Department.

(Tab BF-4)
WESTERN MICHIGAN UNIVERSITY-LAKE MICHIGAN COLLEGE GROUND LEASE - ROLL CALL

It is recommended that the treasurer/assistant treasurer be authorized to execute the necessary documents to effect a 75-year ground lease with Lake Michigan College to enable the placement of WMU's new Southwest Michigan campus building under conditions deemed appropriate by the administration.

(Tab BF-5)
Western Michigan University
Board of Trustees Meeting

REMARKS BY THE PROVOST
PUBLIC COMMENTS
EXECUTIVE SESSION - ROLL CALL
Approval of the Minutes of the October 26, 2001 Committee Meeting
Western Michigan University
Board of Trustees
Academic and Student Affairs

Agenda Item No. 2

Grant Report

Background

The grant report for the month of October 2001 indicates a total of $1,331,677.62 in externally funded awards. The year-to-date total is $18,119,451.20.

October 2001

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<th>Awards by Category</th>
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<td>Instruction</td>
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<tr>
<td>Research</td>
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<td>Public Service</td>
<td>447,223.98</td>
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<td>Scholarships and Fellowships</td>
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<td><strong>Total for October 2001</strong></td>
<td><strong>$1,331,677.62</strong></td>
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Notable awards for this period were from the National Science Foundation, U.S. Department of Education, U.S. Department of Health and Human Services, Michigan Department of Education, Ottawa Area Intermediate School District, and Kalamazoo Regional Educational Service Agency.

Recommended Motion

It is recommended that the grant report for October 2001 be approved.
### Instruction

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<td>To establish a personnel preparation project that will provide</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Donna M. Weinreich&lt;br&gt;School of Community Health Services</td>
<td>$86,593.00</td>
<td>10/29/2001</td>
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<td>allied health students with interdisciplinary team competencies to serve</td>
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<td>an aging and culturally diverse population (New)</td>
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<td>To support a twinning program in Pakistan-Ibadat (Islamabad) (New)</td>
<td>Pakistan-Ibadat (Islamabad)</td>
<td>Dr. Howard J. Dooley&lt;br&gt;International Affairs</td>
<td>$5,100.00</td>
<td>10/23/2001</td>
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<td>To provide instruction to high school teachers for &quot;Implementation of</td>
<td>Various School Districts</td>
<td>Mrs. Beth E. Ritsema&lt;br&gt;Mathematics</td>
<td>$3,000.00</td>
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<td>Contemporary Mathematics in Context&quot; (New)</td>
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**TOTAL INSTRUCTION**

$94,693.00

### Research

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<td>To support the project, Exploring the Correlates of Success in American</td>
<td>U.S. Department of Education</td>
<td>Dr. Gary J. Miron&lt;br&gt;The Evaluation Center</td>
<td>$191,132.00</td>
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<td>Charter Schools: Providing a Research Base for Improvement (New)</td>
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<td>To conduct research and provide testing services in specialized areas of</td>
<td>Various Industries</td>
<td>Mr. James T. Schaper&lt;br&gt;Auxiliary Enterprises</td>
<td>$108,957.85</td>
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<td>paper science engineering in association with industry (Supplemental)</td>
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<td>To rapidly and effectively communicate information about research-related</td>
<td>National Science Foundation</td>
<td>Dr. Michael S. Pritchard&lt;br&gt;Center for the Study of Ethics&lt;br&gt;Dr. Sylvia Culp&lt;br&gt;Philosophy&lt;br&gt;Dr. R. W. Fuqua&lt;br&gt;Psychology</td>
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<td>ethical issues and decision-making across the several colleges (New)</td>
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<td>To partially support a technical coordinator for the mathematics curriculum</td>
<td>The McGraw-Hill Companies, Inc.</td>
<td>Dr. Christian R. Hirsch&lt;br&gt;Mathematics</td>
<td>$48,783.00</td>
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# Western Michigan University
**Grants Awarded**  
**October 2001**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
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<tbody>
<tr>
<td><em>Research</em></td>
<td></td>
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<tr>
<td>To conduct a historical and archaeological survey of an area in Vandalia known as Ramptown (New)</td>
<td>State of Michigan</td>
<td>Dr. Michael Nassaney Anthropology</td>
<td>$21,577.00</td>
<td>10/12/2001</td>
</tr>
<tr>
<td>To promote the use of collaborative and interactive technology to ensure that pre-service teachers meet and practice rigorous standards in the process of infusing their teaching with active collaborative learning practices (Supplemental)</td>
<td>U.S. Department of Education</td>
<td>Dr. Robert J. Lenewey College of Education</td>
<td>$21,000.00</td>
<td>10/19/2001</td>
</tr>
<tr>
<td>To research and develop sound reduction measures for the Stryker Neptune Rover (New)</td>
<td>Stryker Instruments</td>
<td>Dr. Koorosh Naghshineh Mechanical and Aeronautical Engineering</td>
<td>$17,500.00</td>
<td>10/1/2001</td>
</tr>
<tr>
<td>To conduct a survey assessment of the prevalence of student drug and alcohol use to enable school districts to obtain an accurate estimate of the nature and seriousness of use for 2000-2001 (Supplemental)</td>
<td>Various School Districts</td>
<td>Dr. Thomas L. VanValey Kercher Center for Social Research</td>
<td>$10,808.79</td>
<td>10/31/2001</td>
</tr>
<tr>
<td>To support student research on the impact of antibiotic therapy on hospital length of stay and the impact of infectious disease states on absenteeism (New)</td>
<td>Pharmacia</td>
<td>Dr. Donald L. Alexander Economics</td>
<td>$10,000.00</td>
<td>10/5/2001</td>
</tr>
<tr>
<td>To assist the City of Portage in a telephone survey of residents to obtain their viewpoints on city services and other important issues (New)</td>
<td>City of Portage</td>
<td>Dr. David J. Hartmann Sociology</td>
<td>$7,907.00</td>
<td>10/24/2001</td>
</tr>
<tr>
<td>To assist the Portage District Library in a telephone survey of residents to obtain their viewpoints on Library services and other important issues (New)</td>
<td>Portage District Library</td>
<td>Dr. David J. Hartmann Sociology</td>
<td>$7,779.00</td>
<td>10/12/2001</td>
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**TOTAL RESEARCH** $529,135.64
Western Michigan University
Grants Awarded
October 2001

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<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
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<tr>
<td><strong>Public Service</strong></td>
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<tr>
<td>To address both the learning and behavior needs of students with disabilities through the development, implementation and evaluation of a proactive, school-based intervention model (New)</td>
<td>Ottawa Area Intermediate School District</td>
<td>Dr. Ruth A. Ervin Psychology</td>
<td>$88,287.98</td>
<td>10/12/2001</td>
</tr>
<tr>
<td>To provide evaluation technical assistance and professional development for Michigan Eisenhower Higher Education and local former grantees (New)</td>
<td>Kalamazoo Regional Educational Service Agency</td>
<td>Dr. Mark Jenness Institute for Science Education</td>
<td>$83,125.00</td>
<td>10/10/2001</td>
</tr>
<tr>
<td>To aid Michigan school districts in the implementation of &quot;inclusion&quot; philosophy in K-12 science classrooms through the development of three professional development training modules (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. Alonzo E. Hannaford College of Education</td>
<td>$75,000.00</td>
<td>10/22/2001</td>
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<tr>
<td>To provide toddler child care to low-income student parents (New)</td>
<td>U.S. Department of Education</td>
<td>Dr. Andrea B. Smith Dr. Barbara L. Harris Teaching, Learning and Leadership</td>
<td>$73,380.00</td>
<td>10/11/2001</td>
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<tr>
<td>To help teachers establish ecology and science projects on the school grounds where they are employed (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. William W. Cobern Teaching, Learning and Leadership</td>
<td>$61,314.00</td>
<td>10/29/2001</td>
</tr>
<tr>
<td>To conduct sports education camps for youths with visual impairments nationally based on the local model (Non-Competing Continuation)</td>
<td>United States Association of Blind Athletes</td>
<td>Dr. Paul E. Ponchillia Blind Rehabilitation</td>
<td>$60,000.00</td>
<td>10/24/2001</td>
</tr>
<tr>
<td>To provide supervisory aftercare services for drug-and alcohol-dependent federal offenders (Supplemental)</td>
<td>U.S. District Court</td>
<td>Mr. James H. Kendrick Unified Clinics</td>
<td>$3,510.00</td>
<td>10/19/2001</td>
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<tr>
<td>To provide supervisory aftercare services for drug-and alcohol-dependent federal offenders (Supplemental)</td>
<td>U.S. District Court</td>
<td>Mr. James H. Kendrick Unified Clinics</td>
<td>$2,607.00</td>
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**TOTAL PUBLIC SERVICE** $447,223.98
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<th>DESCRIPTION</th>
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<tbody>
<tr>
<td><strong>Academic Support</strong></td>
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<tr>
<td>To upgrade hardware for the</td>
<td>National Science Foundation</td>
<td>Dr. Elise DeDoncker</td>
<td>$195,247.00</td>
<td>10/10/2001</td>
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<td>current computer cluster to</td>
<td></td>
<td>Computer Science</td>
<td></td>
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<td>facilitate the on-going</td>
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<td>research on parallel and</td>
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<td>distributed algorithm</td>
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<tr>
<td>design and development (New)</td>
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<td>To address the specific</td>
<td>U.S. Department of Education</td>
<td>Ms. Marilyn Duke</td>
<td>$28,078.00</td>
<td>10/22/2001</td>
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<tr>
<td>risk factors of underrepresented students and to provide supportive services during their time at college (Supplemental)</td>
<td></td>
<td>Academic Skills Center</td>
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<td><strong>TOTAL ACADEMIC SUPPORT</strong></td>
<td></td>
<td></td>
<td>$223,325.00</td>
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<tr>
<td><strong>Student Services</strong></td>
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<tr>
<td>To provide funding for</td>
<td>Michigan Department of Education</td>
<td>Ms. Griselda Daniel</td>
<td>$10,000.00</td>
<td>10/12/2001</td>
</tr>
<tr>
<td>graduate tuition and fees to</td>
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<td>The Graduate College</td>
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<td>an underrepresented doctoral</td>
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<tr>
<td>student (New)</td>
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<tr>
<td><strong>TOTAL STUDENT SERVICES</strong></td>
<td></td>
<td></td>
<td>$10,000.00</td>
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<tr>
<td><strong>Scholarships and Fellowships</strong></td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Lisa E. Baker</td>
<td>$27,300.00</td>
<td>10/4/2001</td>
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<tr>
<td>To support a predoctoral</td>
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<td>Psychology</td>
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<td>fellowship in neuropharmacological research (Non-Competing Continuation)</td>
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<tr>
<td><strong>TOTAL SCHOLARSHIPS AND FELLOWSHIPS</strong></td>
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<td>$27,300.00</td>
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<td><strong>GRAND TOTAL</strong></td>
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<td>$1,331,677.62</td>
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Western Michigan University
Board of Trustees
Academic and Student Affairs Committee

December 7, 2001

Agenda Item No. 3

PERSONNEL REPORT

Administrative Appointment

Appointments - With Tenure
John H. Coons, Associate Professor, University Counseling and Testing Center, effective October 22, 2001.

Richard Katrovas, Professor, Department of English, effective August 5, 2002.

Appointment - Tenure Track
Juanita DeBarros, Assistant Professor, Department of History, effective August 5, 2002.

Joyce Thompson, Professor (Bernadine M. Lacey Endowed Chair), WMU Bronson School of Nursing, effective August 5, 2002.

Appointments – Continuing Academic Career Specialist
Barbara Grinwis, Assistant Academic Career Specialist, Department of Physician Assistant, effective July 1, 2001.

Laurie Hays, Instructor Academic Career Specialist, Department of Accountancy, effective August 6, 2001.

Reappointment - Adjunct
David Joslyn, Adjunct Associate Professor, School of Social Work, effective August 6, 2001 through October 31, 2002.

Appointments - Adjunct
Ollie Barnes III, Adjunct Assistant Professor, School of Community Health Services, effective January 1, 2002 through December 31, 2004.

Patricia Daniels, Adjunct Assistant Professor, Department of Theatre, effective January 1, 2002 through December 31, 2004.
Appointments – Adjunct (Continued)
Margaret Pearce, Adjunct Assistant Professor, Department of Geography, effective January 1, 2002 through December 31, 2004.

Resignations
Estella Atekwana, Associate Professor, Department of Geosciences, effective December 8, 2001.

Retirements with Emeriti Status
Seamus Cooney, Professor, Department of English, Professor Emeritus, effective April 14, 2002.
Jay Easwaran, Associate Professor, Department of Mechanical and Aeronautical Engineering, Associate Professor Emeritus, effective October 26, 2001.
Earl Halvas, Assistant Professor, Department of Business Information Systems, Assistant Professor Emeritus, effective June 30, 2002.
Diann J. Miller, Assistant Professor, University Counseling and Testing Center, Assistant Professor Emerita, effective April 30, 2002.

Promotion
Mary Anderson, Associate Professor, Department of Counselor Education and Counseling Psychology, effective August 6, 2001.

Sabbatical Leaves
Jane Baas, Department of Dance
Robert Bensley, Department of Health, Physical Education and Recreation
Karen Blaisure, Department of Family and Consumer Sciences
Peter Blickle, Department of Foreign Languages and Literatures
James Butterfield, Department of Political Sciences
James Croteau, Department of Counselor Education and Counseling Psychology
Karim Essani, Department of Biological Sciences
Nancy Eimers, Department of English
Paul Farber, Department of Educational Studies
Thomas Ford, Department of Sociology
Sandra Glista, Department of Speech Pathology and Audiology
David Guth, Department of Blind Rehabilitation
Wei-Chiao Huang, Department of Economics
Gunilla Holm, Department of Educational Studies
Catherine Julien, Department of History
Sabbatical Leaves – (Continued)
Joseph Kayany, Department of Communication
Sheldon Langsam, Department of Accountancy
David Lyth, Department of Industrial and Manufacturing Engineering
Niloufer Mackey, Department of Mathematics
Inayat Mangla, Department of Finance and Commercial Law
Arthur McGurn, Department of Physics
Nickola Nelson, Department of Speech Pathology and Audiology
Dasha Nisula, Department of Foreign Languages and Literatures
William Olsen, Department of English
K.C. O'Shaughnessy, Department of Management
Betty Parker, Department of Marketing
Dewei Qi, Department of Paper and Printing Science and Engineering
Curtis Rhodes, Department of Art
Jianping Shen, Department of Teaching, Learning and Leadership
Susan Stapleton, Department of Chemistry
Victor Xiong, Department of History
Zoann Snyder, Department of Sociology

NON-ACADEMIC

Retirements

Bonnie Guminski, Office Assistant, Department of Economics, effective December 31, 2001.
Western Michigan University
Board of Trustees
Academic and Student Affairs Committee

PROPOSAL TO OFFER A MASTER OF FINE ARTS IN PERFORMING ARTS ADMINISTRATION

Background
The proposed Master of Fine Arts, offered through the College of Fine Arts and with significant encouragement and financial support provided by the Irving S. Gilmore Foundation, responds to the absence of such a program in our region and provides new graduate students with the appropriate academic credentials and strategic skills that will enable them to compete for positions as arts administrators.

Program Summary
This professional degree program leading to a Master of Fine Arts is designed to prepare graduate students to function effectively in arts administration positions. The program of study is designed to provide the student with skills and knowledge of administration in dance, music, or theatre in areas of planning, budgeting, volunteerism, public relations, leadership, fund raising, and evaluation. Program students will be placed for their practicum experience with local arts organizations. The field experience will place the student in his/her discipline of choice for an extended internship with a national arts organization.

Program Requirements
Students will complete a required 60-hour curriculum, designed to meet National Association of Schools of Theatre accreditation standards for terminal degree programs in performing arts administration: 38 hours of arts administration course work; 6 hours of course work in performing arts criticism/writing; and 16 hours of a practicum, a field experience, and a project paper seminar.

Market
A recent national market study of over 600 professionally managed performing arts organizations concluded that formal training in arts administration is preferred by 50% of the respondents and that 75% preferred formal training for their marketing and development directors. Since there is no M.F.A. in Performing Arts Administration offered in Michigan, nor in the Midwest, the proposed curriculum has the potential to attract students from a broad geographical area.

It is anticipated that approximately 15 students will be enrolled in the program at any one time after the third year. Students with undergraduate majors in dance, music, and theatre are the primary candidates for the M.F.A. program; however, students with other appropriate backgrounds will also be considered.

Approval Process
The proposed Master of Fine Arts in Performing Arts Administration has been approved by the Departments of Dance, Music, and Theatre (and endorsed by the School of Public Affairs and Administration); the College of Fine Arts (and endorsed by the College of Arts and Sciences); the Faculty Senate; the Provost and President; and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Master of Fine Arts in Performing Arts Administration, effective fall 2002.
PROPOSAL TO OFFER A DOCTOR OF AUDIOLOGY

Background
The American Speech-Language-Hearing Association (ASHA) has established new clinical certification standards that include a doctorate as the entry-level degree for the practice of Audiology beginning in the near future. ASHA's preferred designator for the doctoral degree is Doctor of Audiology or Au.D. The Au.D. is not a teaching and research degree, but a professional doctorate designed to replace the master's degree in the new professional standards. The master's degree will be acceptable for certification until 2012, but from January 1, 2007, to December 31, 2011, applicants must meet all academic and practicum requirements of the new standards other than receipt of a doctoral degree. As 2007 approaches, it is very likely that enrollment in master's degree programs will decline.

Program Summary
The proposed Doctor of Audiology is designed to prepare practitioners in Audiology and to meet the accreditation standards of the Council on Professional Standards of the ASHA. Students completing the Au.D. program will meet ASHA's standards for certification of clinical competence. In addition to classroom instruction, supervised clinical practice will be required during every term of full-time registration and will include at least four assignments to off-campus sites besides assignment in the Charles Van Riper Language, Speech, and Hearing Clinic. At least two assignments to off-campus sites will be for full-time clinical practice.

Program Requirements
Most students will enter the program with a bachelor's degree. These students must complete 118 semester hours, including a minimum of 64 hours of classroom instruction, six hours of independent research, and 48 hours of practicum. Students must complete successfully the academic and practicum requirements and the Examination for the ASHA Certificate of Clinical Competence in Audiology. A shorter program leading to the Au.D. is possible for students holding a master's degree and ASHA's Certificate of Clinical Competence in Audiology or state licensure in Audiology.

Market
Although the present master's program in Audiology prepares students very well for the present national certification examination and professional practice, graduates of master's programs will soon be unable to meet the new certification standards. Therefore, to provide the best alternative for meeting the pending changes in certification standards, the faculty of the Department of Speech Pathology and Audiology designed this Au.D. program and endorse its implementation.

It is anticipated that six new students will be admitted to the Au.D. program each year, since this is the number that, due to practicum constraints, might reasonably be accommodated.

Approval Process
The proposed Doctor of Audiology has been approved by the Department of Speech Pathology and Audiology, the College of Health and Human Services, the Faculty Senate, the Provost and President, and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Doctor of Audiology, effective fall 2003.
PROPOSAL TO OFFER A DOCTOR OF PHILOSOPHY IN ELECTRICAL AND COMPUTER ENGINEERING

Background
The Doctor of Philosophy in Electrical and Computer Engineering is designed to engage doctoral students in the study and research of such contemporary subjects as real-time embedded systems, biomedical engineering, signal processing, and control systems to prepare them for research and development positions in the rapidly growing electronics and information sectors.

The program will concentrate in areas consistent with the research interests and expertise of the department's faculty and of the technology needs of the State of Michigan, which encompass automotive/agricultural electronics and information technologies.

Program Summary
The proposed Ph.D. in Electrical and Computer Engineering is structured to provide an opportunity for engineering graduates to enhance their background in engineering, science, and design with advanced graduate courses in electrical/computer engineering. It is designed to give students original research experience in their chosen field and to prepare them for careers in government, universities, or industrial research centers. Students, based on their interests and background and preparation, and after consultation with the dissertation advisor, will concentrate their studies in one of the areas that will assist in the development of their research and dissertation topic: intelligent controls, biomedical and life sciences applications, or signal processing and communications.

Program Requirements
The proposed program requires a minimum of 50 semester hours beyond the master's degree in electrical or computer engineering to include course work, independent research, research seminar project(s), qualifying and comprehensive examinations, and dissertation research, production, and defense.

Market
As evidenced by numerous (10 per month on average) letters of interest from prospective applicants and by data collected by the national Institute of Electrical and Electronics Engineers showing a steadily increasing demand for doctoral-trained electrical and computer engineers in both the academic and government/industrial labor areas, market demand for this program appears sound.

The target audience for the Ph.D. program includes students living and working in southwest Michigan, and international students. The goal of the program is to enroll initially about 10 students and to produce 2 or 3 Ph.D.'s annually by 2006.

Approval Process
The proposed Doctor of Philosophy in Electrical and Computer Engineering has been approved by the Department of Electrical and Computer Engineering, the College of Engineering and Applied Sciences, the Faculty Senate, the Provost and President, and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Doctor of Philosophy in Electrical and Computer Engineering, effective fall 2002.
Western Michigan University  
Board of Trustees  
Academic and Student Affairs Committee  

PROPOSAL TO OFFER A DOCTOR OF PHILOSOPHY IN INTERDISCIPLINARY HEALTH STUDIES

Background
The Doctor of Philosophy in Interdisciplinary Health Studies is designed to meet the career advancement needs of working Health and Human Service professionals. Several recent national commissions, including the Pew Health Professions Commission and the National Commission on Allied Health, have challenged higher educational institutions to respond to the fundamental changes occurring in health care by designing more flexible curricula, removing disciplinary boundaries, and increasing research in allied health. The College of Health and Human Services has met this challenge by developing a unique student-centered curriculum, which focuses on an interdisciplinary core curriculum, strong research preparation, and the teaching of innovative pedagogy. In order to meet the needs of working professionals, the courses will be delivered through intensive weekend and summer on-campus sessions and distance learning modalities. Students will enter the program as a cohort once every two years and complete the didactic sequence in two years (part-time students will take four years to complete the course work). Dissertation research should take a further one to two years.

Program Summary
The program's interdisciplinary core and research preparation provides the common knowledge and understanding necessary for all health and human service professionals to function effectively in the new health and human services settings. Moreover, the provision of a wide variety of cognates through alliances with other WMU colleges and other universities ensures that the students will be able to pursue a specialty cognate of their choice.

Program Requirements
The Doctor of Philosophy in Interdisciplinary Health Studies requires a minimum of 63 semester hours beyond the master's degree and consists of an interdisciplinary core; course work in research and statistics, pedagogy, and a disciplinary cognate; a research practicum; a comprehensive examination; and dissertation research, production, and defense.

Market
The market demand for the program was made evident by an extensive needs assessment in which almost 60% of the prospective student audience sampled (n=387) thought the program would help them professionally and 65% of the educational institutions (n=212) and 48% of health and human service organizations (n=160) surveyed plan to hire doctorate-prepared graduates in the next seven years.

The projected enrollment will be a cohort of up to twelve students, distributed evenly through the College's disciplines, entering the program once every two years.

Approval Process
The proposed Doctor of Philosophy in Interdisciplinary Health Studies has been approved by the School of Community Health Services, the College of Health and Human Services, the Faculty Senate, the Provost and President, and the Academic Officers of the Presidents Council State Universities of Michigan.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to offer a Doctor of Philosophy in Interdisciplinary Health Studies, effective fall 2002.
PROPOSAL TO CHANGE THE NAME OF THE "DIVISION OF CONTINUING EDUCATION" TO "EXTENDED UNIVERSITY PROGRAMS" 

Background
The present name of the Division of Continuing Education has been in use since 1969. Prior to that, the unit was referred to as the Division of Field Services.

The University is presently undertaking a review of its mission statement; accordingly, the Division of Continuing Education is reviewing its mission and mission statement. As the University continues to strengthen its engagement with communities and to enhance opportunities for access by underserved populations, and consistent with contemporary practices in higher education, it is believed that the change in name to "Extended University Programs" would more accurately reflect the University's commitment to and aspirations for its constituency.

Approval Process
Following input by the University's deans and the regional directors of the Division of Continuing Education, the Vice Provost of Academic Affairs for Continuing Education, the Faculty Senate Executive Board, and the Provost and President approved the change in name.

Recommended Motion: It is recommended that the Board of Trustees approve the proposal to change the name of the "Division of Continuing Education" to "Extended University Programs."
MISSION STATEMENT

Background

The mission statement for the University, which was approved in April 1990, was written for the decade of the ‘90s. In February 2001, the newly created Committee to Revise Western Michigan University’s Mission Statement started the process of reviewing and revising the statement. Numerous committee meetings and open forums were held to discuss the project and the drafts, and the committee presented me with a new mission statement mid-November. The 30-member committee, chaired by Vice Provost Linda Delene, included representatives of our students, faculty, staff, and Board of Trustees. The Board’s representative on this committee was Trustee Richard St. John.

President Floyd accepted the mission statement as presented by the committee, with the addition of “professional” in the first sentence. The draft statement is attached, and it is before you for approval.

Recommendation

It is recommended that the Board of Trustees approve the revised mission and goals statement dated November 26, 2001.
MISSION: Western Michigan University is a student-centered research university, building intellectual inquiry, investigation, and discovery into all undergraduate, graduate, and professional programs. The University provides leadership in teaching, research, learning, and public service. Nationally recognized and internationally engaged, the University:

- Forges a responsive and ethical academic community
- Develops foundations for achievement in pluralistic societies
- Incorporates participation from diverse individuals in decision-making
- Contributes to technological and economic development
- Engenders an awareness and appreciation of the arts

GOALS: Western Michigan University's mission is characterized by its pursuit of the following institutional goals:

- To foster a safe, civil, and healthy University community
- To provide access to academic programs at reasonable cost and in multiple settings
- To strengthen interdisciplinary collaboration and international programs
- To increase diversity within the student body, faculty, and staff through institutional practices and programs
- To recognize excellence in the teaching, research, learning, creative work, scholarship, and service contributions of students, faculty, and staff
- To conduct ongoing assessment activities and engage in continuous improvement initiatives within the University
- To establish life-long relationships between alumni and the University
- To advance responsible environmental stewardship
- To support community and regional partnerships that elevate civic, cultural, social, and economic life
I. ACTION ITEMS
1. Approval of the Minutes of the October 26, 2001 Meeting
2. Gift Report
3. Personnel Report
4. Public Hearing: Grant of Powers and Authority to Public Safety Officers and Establishment of a Public Safety Department Oversight Committee
5. Western Michigan University-Lake Michigan College Ground Lease

II. INFORMATIONAL ITEMS
6. Audit Report - Plante & Moran
8. Deferred Maintenance Report
APPROVAL OF THE MINUTES OF THE OCTOBER 26, 2001 MEETING
GIFT REPORT

Background

This report includes activity for the month of October. Current and deferred cash gifts for October were $2,647,805. The year-to-date total for the current fiscal year is $4,250,695. This represents a decrease of $63,992 over last fiscal year.

Recommended Motion

It is recommended that this gift report including activity for October be approved.
<table>
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<tr>
<th>WMUF CASH GIFTS:</th>
<th>PAPER TECHNOLOGY FOUNDATION</th>
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<tr>
<td><strong>Current Cash Gifts:</strong></td>
<td><strong>Non-Cash Gifts:</strong></td>
</tr>
<tr>
<td><strong>Deferred Gifts:</strong></td>
<td><strong>Deferred Gifts:</strong> Charitable remainder trusts and annuities (shown at fair market value)</td>
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<tr>
<td><strong>CASH GIFTS:</strong></td>
<td><strong>Present value as of date of gift</strong></td>
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<td>WMU Foundation</td>
<td>FY 2001: $31,141</td>
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<tr>
<td>Alumni</td>
<td>$233,411</td>
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<tr>
<td>Individual Friends</td>
<td>$202,552</td>
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<tr>
<td>Corporations/Foundations/Other Gifts</td>
<td>$83,582</td>
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<tr>
<td>Estate Gifts</td>
<td>$2,311,509</td>
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<tr>
<td><strong>SUBTOTAL-Current Cash &amp; Deferred Gifts</strong></td>
<td><strong>SUBTOTAL-Non-Cash Gifts</strong></td>
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<tr>
<td><strong>CASH GIFTS:</strong></td>
<td><strong>CASH GIFTS:</strong></td>
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<tr>
<td>WMU Foundation</td>
<td>$2,704,398</td>
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<td>Alumni</td>
<td>$2,049,806</td>
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<td>Individual Friends</td>
<td>$1,255,592</td>
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<tr>
<td>Corporations/Foundations/Other Gifts</td>
<td>$59,1854</td>
</tr>
<tr>
<td>Estate Gifts</td>
<td>$2,258,434</td>
</tr>
<tr>
<td><strong>SUBTOTAL-Current Cash &amp; Deferred Gifts</strong></td>
<td><strong>SUBTOTAL-Non-Cash Gifts</strong></td>
</tr>
<tr>
<td><strong>TOTAL GIFTS</strong></td>
<td><strong>TOTAL GIFTS</strong></td>
</tr>
<tr>
<td><strong>2000-01</strong></td>
<td><strong>2001-02</strong></td>
</tr>
<tr>
<td><strong>Year-to-date</strong></td>
<td><strong>Year-to-date</strong></td>
</tr>
<tr>
<td><strong>Over (Under)</strong></td>
<td><strong>Over (Under)</strong></td>
</tr>
<tr>
<td><strong>2000-01</strong></td>
<td><strong>2001-02</strong></td>
</tr>
<tr>
<td><strong>Year-to-date</strong></td>
<td><strong>Year-to-date</strong></td>
</tr>
<tr>
<td><strong>Over (Under)</strong></td>
<td><strong>Over (Under)</strong></td>
</tr>
<tr>
<td><strong>2000</strong></td>
<td><strong>2001</strong></td>
</tr>
<tr>
<td><strong>October</strong></td>
<td><strong>October</strong></td>
</tr>
<tr>
<td><strong>Year-to-date</strong></td>
<td><strong>Year-to-date</strong></td>
</tr>
<tr>
<td><strong>Over (Under)</strong></td>
<td><strong>Over (Under)</strong></td>
</tr>
<tr>
<td><strong>2000</strong></td>
<td><strong>2001</strong></td>
</tr>
<tr>
<td><strong>Year-to-date</strong></td>
<td><strong>Year-to-date</strong></td>
</tr>
<tr>
<td><strong>Over (Under)</strong></td>
<td><strong>Over (Under)</strong></td>
</tr>
<tr>
<td><strong>2000</strong></td>
<td><strong>2001</strong></td>
</tr>
<tr>
<td><strong>Year-to-date</strong></td>
<td><strong>Year-to-date</strong></td>
</tr>
<tr>
<td><strong>Over (Under)</strong></td>
<td><strong>Over (Under)</strong></td>
</tr>
</tbody>
</table>
## GIFTS & PLEDGES $10,000 AND OVER
### October 2001

### Cash Gifts October:

<table>
<thead>
<tr>
<th>Donor</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mrs. Betty J. Cinq-Mars</td>
<td>$10,000</td>
<td>Cinq-Mars Scholarship</td>
</tr>
<tr>
<td>Samuel K. Smart, Jr. Estate</td>
<td>18,000</td>
<td>Samuel K. Smart Scholarship</td>
</tr>
<tr>
<td>Anonymous Donor</td>
<td>10,900</td>
<td>Plaza Arts Circle for the “Young Concert Artist Series”</td>
</tr>
<tr>
<td>Anonymous Donor</td>
<td>2,040,000</td>
<td>New Art Facility</td>
</tr>
</tbody>
</table>

### New Cash Pledges October:

<table>
<thead>
<tr>
<th>Donor</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Anthony Tan</td>
<td>$20,000</td>
<td>Anthony Tan Endowment for Economics</td>
</tr>
<tr>
<td></td>
<td>10,000</td>
<td>Economics Department</td>
</tr>
</tbody>
</table>

### New Deferred Gifts October:

<table>
<thead>
<tr>
<th>Donor</th>
<th>Amount</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anonymous Donor</td>
<td>$850,000</td>
<td>Bequest Upgrade</td>
</tr>
</tbody>
</table>

*Paper Technology Foundation, Inc. gifts.*
PERSONNEL REPORT

Retirement

Patricia J. Berner, Office Assistant, Public Safety, effective January 31, 2002.
Public Hearing: Grant of Powers and Authority to Public Safety Officers and Establishment of a Public Safety Department Oversight Committee

Background

Western Michigan University continues to increase in size, complexity, and presence in many parts of the state. Maximizing the jurisdictional power of the University's public safety officers will broaden their jurisdictional power and enable the University to better protect its various properties, the rights of the University community, and to enforce Michigan law and University ordinances and regulations.

Act No. 120, Public Acts of 1990, (Public Safety Officers Act) empowers the governing boards of public 4-year institutions of higher education to grant their public safety officers the same powers and authority as are granted by law to peace and police officers to enforce state law and the ordinances and regulations of the institution. Public safety officers granted such power and authority are considered peace officers of the State of Michigan and have the authority of police officers as provided under the Michigan Vehicle Code.

In accordance with the Public Safety Officers Act, this power and authority shall be made only after the Board holds not less than two public hearings regarding that determination. This public meeting of the Board can be considered one of these hearings. In addition, the law requires that before these powers and authority are granted, the governing board must provide for the establishment of a public safety department oversight committee. That committee must be comprised of individuals nominated and elected by the faculty, students, and staff of the institution, and shall include two students, two members of the faculty, and two members of the staff. The purpose of this committee is to receive and address grievances by persons against the public safety officers or the public safety department, and it may recommend disciplinary measures against a public safety officer who is found responsible for misconduct in office.

Other Michigan universities have granted such authority to their public safety officers. In addition, the Michigan Commission on Law Enforcement Standards (MCOLE) highly recommends that all public universities grant this power and authority to their public safety officers.

Accordingly, the public should be given the opportunity to provide any comments regarding this determination at this meeting, as well as at a subsequent meeting. At the next Board meeting, the administration will be requesting the Board to establish a public safety department oversight committee, and then after a second public hearing, to grant the above described power and authority to its public safety officers. Two resolutions are attached which will be submitted for consideration and adoption by the Board following the second public hearing at its next meeting.

Recommended Action

It is recommended that the Board schedule a second public hearing regarding the determination regarding the powers and authority of Western Michigan University's public safety.
RESOLUTION

WHEREAS, Act No. 120, Public Acts of 1990 empowers the governing boards of control of public four-year institutions of higher education to grant public safety officers of their institutions the same powers and authority as are granted by law to peace and police officers to enforce state law; and

WHEREAS, Act No. 120, Public Acts of 1990 provides that before such powers and authority are granted, the governing board must establish a public safety department oversight committee;

NOW, THEREFORE, BE IT RESOLVED THAT:

There is created a Public Safety Department Oversight Committee which shall be comprised of such members as are specified by law. The Committee shall receive and address grievances by persons against public safety officers or the Public Safety Department and may make recommendations to University through its Director of Public Safety, or such other person as appointed by the President, that disciplinary measures be taken by the Department against any public safety officer who is found responsible for misconduct in office.
Granting Public Safety Officers the Same Powers and Authority to Enforce State Law as are Provided by Law to Peace and Police Officers Pursuant to the Authority of Act No. 120, Public Acts of 1990

RESOLUTION

WHEREAS, Act No. 120, Public Acts of 1990 (Public Safety Officers Act) empowers the governing boards of control of public four-year institutions of higher education created under Article VIII of the state constitution of 1963 to grant public safety officers of their institutions the same powers and authority as are granted by law to peace and police officers to enable the public safety officer to enforce state law and the ordinances and regulations of the institution of higher education; and

WHEREAS, the Board has held two public hearings and established a public safety department oversight committee as required by Act 120, Public Acts of 1990;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. All Western Michigan University Department of Public Safety public safety officers now employed or to be employed in the future are hereby granted the same powers and authority as are granted by law to peace and police officers to enable the public safety officers to enforce state law and the ordinances and regulations of Western Michigan University.

2. The jurisdiction of public safety officers to whom these powers and authority are granted shall include:
   a) all property owned or leased by Western Michigan University and/or this Board, wherever situated in this state;
   b) any public right of way traversing or immediately contiguous to such property; and
   c) any extension of jurisdiction as extended by state law governing peace officers.

3. The powers and authority hereby conferred shall not supersede the powers and authority heretofore granted to public safety officers to enforce the ordinances and regulations of Western Michigan University which powers and authority shall continue to remain in full force and effect.

4. The Director of Public Safety of Western Michigan University is charged with the responsibility to appoint subordinates who, in addition to the power and authority to enforce WMU ordinances and regulations, shall have the power and authority to enforce state law as provided herein. Such subordinates shall meet the minimum employment standards of the Michigan Law Enforcement Officers Training Council Act of 1965. Act No. 203 of the Public Acts of 1965, being sections 28.601 to 28.616 of the Michigan Compiled Laws.
Western Michigan University
Board of Trustees
Budget and Finance Committee

Agenda Item No. 5
December 7, 2001

Western Michigan University – Lake Michigan College Ground Lease

Background

Pursuant to State of Michigan approval and funding, the University has negotiated a Partnership Agreement for its soon to be constructed Southwest Michigan campus, located on the grounds of Lake Michigan College.

In addition to the Partnership Agreement, it is necessary to negotiate a Ground Lease, which in essence leases the land to WMU for a nominal annual sum. This lease has been negotiated for the estimated 75-year life of the building.

The attached term sheet summarizes the negotiated points of the lease. The Administration recommends approval of these terms.

Recommended Motion

It is recommended that the Board of Trustees authorize the treasurer or assistant treasurer to execute the necessary documents to effect a 75-year Ground Lease with Lake Michigan College, to enable the placement of WMU’s new Southwest Michigan campus building and conditions deemed appropriate by the administration.
Western Michigan University – Lake Michigan College

TERM SHEET

November 19, 2001

This is a nonbinding Term Sheet intended only to summarize the major terms of a tentatively negotiated ground lease. Terms are subject to final negotiations.

1. Parties. Western Michigan University ("WMU")
   Lake Michigan College ("LMC")

2. Ground Lease. WMU will lease from Lake Michigan College, 2.6 acres of land located on their main campus in Berrien County on Napier Ave., for a period of 75 years, at an annual rent of $1.00.

3. WMU Building. By August 22, 2002, WMU will build a building of approximately 46,000 square feet to house its Southwest Michigan campus.

4. Ownership. WMU will own the building and improvements thereon during the term of the lease. LMC will own the property, except for the term of the bonds issued by the State Building Authority (SBA), during which time, LMC will transfer title to WMU, and WMU will then transfer title to SBA. Upon the retirement of the bonds by SBA, title for the property will then revert to LMC.

5. Utilities/Maintenance/Insurance. WMU will be responsible for payment of all utilities, property and liability insurance, and the coordination and payment of major building maintenance during the term of the lease. Routine building services and maintenance will be paid for as outlined in a separate Partnership Agreement.

6. Restrictive Covenant. Considering the significant investment by the State of Michigan and WMU, the parties have agreed to a "first right of refusal" to be extended to WMU if LMC is interested in the expansion of upper division undergraduate or graduate programming.

7. Right to Terminate. Upon 120 days notice, WMU has the right to terminate the lease, at which time LMC has the option to a) purchase the building at current fair market value; b) lease the building from WMU for the balance of the term of the lease at a fair market rental rate; or c) if LMC exercises neither a) or b), WMU would be permitted to sublease to another tenant, with LMC’s concurrence.

8. Sale of Property. In the event that LMC wishes to sell the property, WMU is granted right of first refusal to purchase the property.
SKETCH OF DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 4 SOUTH, RANGE 18 WEST, BENTON TOWNSHIP, BERRIEN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH ALONG THE NORTH AND SOUTH QUARTER LINE OF SAID SECTION 27, 2573.33 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ALONG SAID NORTH AND SOUTH QUARTER LINE, 70.00 FEET TO THE CENTER OF SAID SECTION 27; THENCE NORTH 89°18'46" WEST ALONG THE EAST AND WEST QUARTER LINE OF SAID SECTION 27, 1112.00 FEET; THENCE NORTH 01°00'00" EAST, 400.00 FEET; THENCE SOUTH 89°18'46" EAST PARALLEL TO SAID EAST AND WEST QUARTER LINE, 320.00 FEET; THENCE SOUTH 01°00'00" WEST, 330.00 FEET; THENCE SOUTH 89°18'46" EAST PARALLEL TO SAID EAST AND WEST QUARTER LINE, 790.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.21 ACRES OF LAND MORE OR LESS.

SUBJECT TO THE RIGHTS OF THE PUBLIC IN THAT PART THEREOF LYING IN YOKE AVENUE.
SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

DATE: 5 NOV 2001
DRAWN BY: JRO
SCALE: 1" = 200'
SEC. 27 T. 4S. R. 18W.
AUDIT REPORT – PLANTE & MORAN

Background

Representatives from Plante & Moran, LLP will attend the meeting to discuss the results of the recently completed June 30, 2001 audit. They will also review financial highlights and changes to the financial statements required by new governmental accounting standards.

The attached letter to Budget and Finance Committee is a required communication to provide you with additional information regarding the scope and results of the audit.

Recommended Motion

This is in informational item requiring no Board action.
August 31, 2001

To the Budget and Finance Committee
Western Michigan University

We have recently completed our audit of the financial statements of Western Michigan University for the year ended June 30, 2001. The purpose of this communication is to provide you with additional information regarding the scope and results of our audit to assist you in your oversight responsibilities of the financial reporting process. This report is intended solely for the use of the Budget and Finance Committee and the Board of Trustees.

Auditor's Responsibility under Generally Accepted Auditing Standards

We conducted our audit of the financial statements of Western Michigan University in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States. The following paragraphs explain our responsibilities under those standards.

Management has the responsibility for adopting sound accounting policies, maintaining an adequate and effective system of accounts, for the safeguarding of assets and for devising internal controls that will, among other things, help ensure the proper recording of transactions. The transactions that should be reflected in the accounts and in the financial statements are matters within the direct knowledge and control of management. Our knowledge of such transactions is limited to that acquired through our audit. Accordingly, the fairness of representations made through the financial statements is an implicit and integral part of management's responsibility. We may make suggestions as to the form or content of the financial statements or even draft them, in whole or in part, based on management's accounts and records. However, our responsibility for the financial statements is confined to the expression of an opinion on them. The financial statements remain the representations of management.

The concept of materiality is inherent in the work of an independent auditor. An auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. For this purpose, materiality has been defined as "the magnitude of an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

An independent auditor's objective in an audit is to obtain sufficient competent evidential matter to provide a reasonable basis for forming an opinion on the financial statements. In doing so, the auditor must work within economic limits; the opinion, to be economically useful, must be formed within a reasonable length of time and at reasonable cost. That is why an auditor's work is based on selected tests rather than an attempt to verify all transactions. Since evidence is examined on a test basis only, an audit provides only reasonable assurance, rather than absolute assurance, that financial statements are free of material misstatement. Thus, there is a risk that audited financial statements may contain undiscovered material errors or irregularities. The existence of that risk is implicit in the phrase in the audit report, "in our opinion."
Auditor's Responsibility for Testing and Reporting on Internal Controls and Compliance with Laws and Regulations

In the audit process, we gain an understanding of the internal controls of an entity as well as the laws and regulations having a direct and material effect on the entity for the purpose of assisting in determining the nature, timing and extent of audit testing. Our understanding is obtained by inquiry of management, testing transactions and observation and review of University documents and records. The amount of work done is not sufficient to provide a basis for an opinion on the adequacy of the entity's internal controls or the entity's compliance with laws and regulations.

The limited purpose of these tests in a financial statement audit may not meet the needs of some users of auditors' reports who require additional information on internal controls and on compliance with laws and regulations. To meet certain audit report users' needs, laws and regulations often prescribe testing and reporting on internal controls and compliance to supplement the financial statement audit's coverage of these areas. In accordance with regulatory requirements covering federal awards, supplemental testing of and reporting on internal controls and compliance were performed. Nevertheless, even after performing and reporting the results of these additional tests of internal controls and compliance required by laws and regulations, some reasonable needs of report users still may be unmet. We may meet these needs by performing further tests of internal controls and compliance with laws and regulations in either of two ways:

1. Supplemental (or agreed-upon) procedures, or
2. Examination, resulting in an opinion

During the year ended June 30, 2001, we were engaged to perform one agreed-upon procedure engagement related to the National Collegiate Athletic Association Division I guidelines and programs.

Significant Accounting Policies

Auditing standards call for us to inform you regarding the initial selection of, and changes in, significant accounting policies or their application. In addition, we are expected to inform you of the methods used to account for significant unusual transactions and the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. There were no controversial areas for which new accounting policies were needed or no significant unusual transactions noted.

The University adopted Governmental Auditing Standards Board Statement No. 35, Basic Financial Statements and Management's Discussion and Analysis of Public Colleges and Universities, which establishes financial reporting standards for public colleges and universities.

Management Judgments and Accounting Estimates

Auditing standards call for us to report to you on accounting estimates that are particularly sensitive because of their significance to the financial statements or because of the possibility that future events affecting them may differ markedly from management's current judgments. Further, we are expected to report to you about the process used by management in formulating particularly sensitive accounting estimates and about the basis for our conclusions regarding the reasonableness of those estimates. In this connection, we are reporting the following matters.
To the Budget and Finance Committee
Western Michigan University

Student Accounts Receivable and Student Loans Receivable - Allowance for Uncollectible Accounts

The University's management has established the student accounts receivable allowance by applying a percent based on past collection history from accounts sent to collection agencies by the University. We have evaluated the uncollectible percentages based upon our experience with other universities, available historical information, and discussions with management.

Liability for Medical/Life/Long-term Disability/Worker's Compensation Self-Insurance

The University's management has established an estimated liability for claims incurred but not reported based upon their prior experience and discussions with their third-party administrators. We have evaluated the liability for self-insurance based upon our experience with other universities, available historical information, and discussions with management.

Significant Audit Adjustments

Auditing standards call us to report to you significant audit adjustments that, in our judgment, may not have been detected except through the auditing procedures we performed. As a result of our audit, no significant adjustments were made to the financial statements.

Auditing standards also require us to inform the budget and finance committee about uncorrected possible financial statement adjustments identified by us during the current engagement and pertaining to the latest period presented, which were determined by management to be immaterial, both individually and in the aggregate, to the financial statements taken as a whole. A summary of the unrecorded possible financial statement adjustments is included as an attachment to this letter (See Attachment A) along with management's explanations.

Other Information in Documents Containing Audited Financial Statements

When our audit report and the audited financial statements are included in a client document, we have a responsibility to read that document and consider whether anything therein is inconsistent with the information in the audited financial statements. Since the audited financial statements are included in the financial report for the year ended June 30, 2001, we were required to read that document. As indicated above, the purpose was solely to consider whether the information is inconsistent with the audited financial statements. We did not audit any of the information outside of the financial statements and cannot provide you with any assurance as to its accuracy.

Disagreements with Management

In the process of conducting an audit, various matters will be discussed with management. In that process, significant differences of opinion may arise regarding the scope of the audit, disclosures to be included in the University's financial statements or the wording of our report. In the interest of keeping you informed of all significant matters, such differences are required to be reported to you although they are satisfactorily resolved. There were no disagreements with management over the application of accounting principles or the basis for management's judgments about accounting estimates. Additionally, there were no disagreements regarding the scope of the audit, disclosures to be included in the financial statements or the wording of the auditor's report.
Consultation with Other Accountants

When management consults with other accountants about significant accounting and auditing matters, auditing standards require that we present our views on those matters to you. To our knowledge, there were no such consultations with other accountants.

We welcome any questions you may have regarding the above comments, and we would be happy to discuss any of these issues or questions you might have at your convenience.

Very truly yours,

PLANTE & MORAN, LLP

/\_{L. Bradley Thompson, CPA}
Partner
### SUMMARY OF UNRECORDED POSSIBLE ADJUSTMENTS

The effect of misstatements and classification errors identified would be to Increase (Decrease) the reported amounts in the financial statement categories identified below:

<table>
<thead>
<tr>
<th>Ref. #</th>
<th>Description of Misstatement</th>
<th>Current Assets</th>
<th>Current Liabilities</th>
<th>Long-Term Liabilities</th>
<th>Equity</th>
<th>Revenue</th>
<th>Expenses</th>
<th>Effect on Change in Net Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>KNOWN MISSTATEMENTS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>Capital lease obligation overstated</td>
<td>$ (2,882,621)</td>
<td>$ (153,317)</td>
<td>$ (2,882,621)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>A2</td>
<td>Overstatement of CIP accounts payable</td>
<td></td>
<td></td>
<td>(112,657)</td>
<td></td>
<td></td>
<td></td>
<td>(112,657)</td>
</tr>
<tr>
<td>A3</td>
<td>Correct investment income entry &amp; CD adjustment</td>
<td>(112,657)</td>
<td>960,228</td>
<td></td>
<td>960,228</td>
<td></td>
<td></td>
<td>(960,228)</td>
</tr>
<tr>
<td>A4</td>
<td>Accrued fica on compensated absences**</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(960,228)</td>
</tr>
<tr>
<td>A5</td>
<td>Additional accrued payroll</td>
<td>1,968,313</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(1,968,313)</td>
</tr>
<tr>
<td><strong>ESTIMATE ADJUSTMENTS:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B2</td>
<td>Adjustment to depreciation for additions and disposals not depreciated in C/Y</td>
<td>(647,798)</td>
<td></td>
<td></td>
<td>647,798</td>
<td></td>
<td></td>
<td>(647,798)</td>
</tr>
<tr>
<td>B3</td>
<td>Accrued sick pay for possible retirees</td>
<td></td>
<td>233,496</td>
<td></td>
<td></td>
<td></td>
<td>233,496</td>
<td></td>
</tr>
<tr>
<td><strong>IMPLIED ADJUSTMENTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$ (112,657)</td>
<td>$ (3,530,419)</td>
<td>$ 2,048,492</td>
<td>$ (1,922,393)</td>
<td></td>
<td></td>
<td>$ (112,657)</td>
<td>$ 3,656,518</td>
</tr>
</tbody>
</table>

**Prior year impact is $831,988**
APPENDIX A – EXPLANATIONS FOR PASSED ADJUSTMENTS BY AUDITORS

June 30, 2001

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (Thousands)</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 Capital lease obligation Overstated</td>
<td>2,882.6 (2,882.6)</td>
<td>The interest for the capital lease was included with the lease liability. This will be adjusted during fiscal year end 6/02.</td>
</tr>
<tr>
<td>A2 Overstatement of CIP</td>
<td>153.3</td>
<td>The estimated accounts payable was overstated. The correction will be recorded with 6/02 year year end.</td>
</tr>
<tr>
<td>A3 Investment income (112.6)</td>
<td></td>
<td>The investment income on a CD was overstated. The correction will be recorded during 6/02 year end.</td>
</tr>
<tr>
<td>A4 Accrued FICA on Compensated absences</td>
<td>(960.2)</td>
<td>The University has not recorded the estimated FICA on accrued compensated absences. The University will begin recording this liability during fiscal year end 6/02 in order to comply with governmental accounting standards.</td>
</tr>
<tr>
<td>A5 Additional accrued payroll for additions and disposals</td>
<td>(1,968.3)</td>
<td>The University changed its payroll accrual practice. Salaried payroll is now approved, budgeted and fully expensed from pay period 2 through payperiod 52. In the past the University split pay period 2 for accrual between fiscal years.</td>
</tr>
<tr>
<td>B2 Adjustment for depreciation for additions and disposals</td>
<td>(647.8)</td>
<td>WMU records acquisitions June through May for the fiscal year. This process is due to limitations of timing of year end and the fixed asset system.</td>
</tr>
</tbody>
</table>
B3 Accrued sick pay for possible retirees (233.5)

The University will continue to monitor this estimate to determine if an entry is required for the 6/02 year end.
M.U.S.I.C. (Michigan Universities Self-Insurance Corporation)

Background

The University has just completed its fourteenth year of participation with the M.U.S.I.C. program. As one of the charter members of this higher education insurance facility, WMU has enjoyed significant savings and broadened coverage over the span of its membership.

Although still financially solid, due to a hardening insurance market, declining investment markets, and less than favorable claims experience, the program experienced negative financial results for the year ended June 30, 2001:

- Net Operating Loss of $2,823,323, including an underwriting loss of $2,788,280, is due in part to claims exceeding premiums and also losses experienced through the corporation's investment portfolio (composed of 54% equities, 44% fixed and 2% cash).
- A decrease in net worth of $4,217,233 results from the aforementioned net loss, netted down further by dividends to the member universities of $1,393,910.
- Total assets of the corporation amount to $17,103,695, of which $9,263,008 represents Members’ Equity.
- Cumulative losses since 1987 paid out for all schools for general liability, property, errors & omissions and auto liability amount to $19,989,372.
- Cumulative dividends paid to all schools since 1987 amount to $13,124,355.

Lowell Rinker, Assistant Vice President for Business, just completed his fourth and final year as M.U.S.I.C.'s President and Chair of its Planning & Oversight committee. He now serves as M.U.S.I.C.'s Vice President. Tim Kellogg, Manager of Business Services, serves as Chair of the Underwriting committee as well as a member of the Planning & Oversight committee. Lowell and Tim also serve on the corporate board as Director and Alternate Director, respectively. In addition, Carol Hustoles, General Counsel, serves on M.U.S.I.C.'s Legal committee, and Laura Johnson, Insurance Assistant, serves on its Claims and Loss Control committee.

The attached summary provides an updated overview of the M.U.S.I.C. programs and structure. A copy of the annual audited financial statements of the corporation is also provided in your Board booklet for your review.

Recommended Motion

This is an information item requiring no action by the Board of Trustees.
MUSIC members (11 schools) participate in a layered combination of collective self insurance and commercial excess coverages, made up of three layers:

- Individual institutional retentions (deductibles actuarially determined for all coverages except property; property deductibles are Member selected)
- MUSIC funded layer for all institutions (funded by schools, actuarially determined)
- Commercial excess coverage for high level exposures (purchased insurance)

This format allows the State universities to maintain excellent coverage levels beyond what they could afford individually.

The successful 14-year track record now allows MUSIC’s Strategic Planning and underwriting committees to continue plans to expand the second layer (MUSIC) of the self-insured coverage. By absorbing a higher level of exposure, long-term rates to the institutions will maintain stability in the face of tighter insurance markets.

WMU participates in the following programs:

<table>
<thead>
<tr>
<th>Aggregate M.U.S.I.C. Coverage Limits</th>
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<tbody>
<tr>
<td>Comprehensive General Liability</td>
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<tr>
<td>Errors and Omissions</td>
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<tr>
<td>Property</td>
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<td>Auto Physical Damage</td>
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<td>Auto Liability</td>
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<td>Workers’ Compensation/Employer’s Liab</td>
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<td>Non-Owned Aircraft Liability</td>
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<td>Medical Malpractice</td>
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DEFERRED MAINTENANCE REPORT - Beam/Pete Strazdas, Manager, Maintenance Services Division, Physical Plant
WESTERN MICHIGAN UNIVERSITY
GIFTS RECEIVED

<table>
<thead>
<tr>
<th>WMUF CASH GIFTS:</th>
<th>November 2001</th>
<th>November 2000</th>
<th>Over (Under)</th>
<th>Year-to-date 2001-02</th>
<th>Year-to-date 2000-01</th>
<th>Over (Under)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumni</td>
<td>$166,603</td>
<td>$138,570</td>
<td>$28,033</td>
<td>$741,003</td>
<td>$571,135</td>
<td>$169,868</td>
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<td>Individual Friends</td>
<td>152,635</td>
<td>99,269</td>
<td>53,366</td>
<td>424,273</td>
<td>587,726</td>
<td>(163,453)</td>
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<tr>
<td>Corporations/Foundations/Other Orgns</td>
<td>119,782</td>
<td>185,802</td>
<td>(66,020)</td>
<td>3,310,918</td>
<td>2,239,197</td>
<td>1,071,721</td>
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<tr>
<td>Estate Gifts</td>
<td>-</td>
<td>56,476</td>
<td>(56,476)</td>
<td>213,521</td>
<td>1,253,757</td>
<td>(1,040,236)</td>
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<tr>
<td><strong>CURRENT CASH GIFTS</strong></td>
<td>$439,020</td>
<td>$480,117</td>
<td>$(41,097)</td>
<td>$4,689,715</td>
<td>$4,651,815</td>
<td>$37,900</td>
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</table>

**DEFERRED GIFTS:** Charitable remainder trusts and annuities (shown at fair market value)

- Net present value as of date of gift:
  - FY 2001: $82,812
  - FY 2002: $27,956

- **SUBTOTAL-CURRENT CASH & DEFERRED GIFTS**
  - $481,425 $480,117 $1,308 $4,732,120 $4,794,804 $(62,684)

**NON-CASH GIFTS:**

- Subtotal Gifts Received by WMU Foundation
  - $489,692 $587,892 $(98,200) $5,549,589 $5,579,434 $(29,845)

**PAPER TECHNOLOGY FOUNDATION**

- Cash Gifts:
  - 100,838
  - 107,088
  - $(6,250)
  - 232,355
  - 216,424
  - 15,931

- Non-Cash Gifts:
  - 248,500
  - -
  - 248,500
  - 248,500
  - 48,700
  - 199,800

**SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.**

- $349,338 $107,088 $242,250 $480,856 $265,124 $215,731

**TOTAL GIFTS**

- $839,030 $694,980 $144,050 $6,030,444 $5,844,558 $185,886
Cash Gifts November:
State of Michigan $19,325 Unrestricted Fund at Western
(Our portion of money received for WMU Logo license plates)
Mr. Frederick J. Hirt 10,000 The Cynthia Wrazien-Hirt Scholarship

New Cash Pledges November:
The Burdick-Thorne Foundation $32,000 The Mary Burdick Thorne and James M. Thorne Medallion Scholarship
Mr. Richard G. Tomlinson 10,000 WMUK-FM Radio Station Equipment Fund

New Deferred Gifts November:
Anonymous Donor $80,000 Bequest Upgrade
Anonymous Donor 13,000 Gift Annuity Program
Anonymous Donor 29,405 Gift Annuity Program

*Paper Technology Foundation, Inc. gifts.
The meeting was called to order by Committee Chair Klohs at 1 p.m. on Friday, October 26, 2001, in Room 204, Bernhard Center.

Board committee members present: Trustee Klohs, Trustee Aseritis, Trustee DeNooyer, Trustee St. John (ex officio) and President Floyd (ex officio).

Approval of the Minutes of the July 6, 2001 Committee Meeting. The minutes of the meeting were approved as distributed.

Grant Report. The committee recommended approval of the June, July, August and September grant report as presented by Vice President Thompson.

Personnel Report. The personnel report, as reviewed by President Floyd, Provost Dobney, and Ms. Beauregard, was recommended for Board approval by the committee.

Master of Arts in Marriage and Family Therapy. As presented by Provost Dobney, the committee recommended that the Board approve a Master of Arts in Marriage and Family Therapy. The degree program, the first master's of its kind in the state, will be offered beginning fall semester 2002 and will help meet the growing need for counseling professionals to address relationship, family and mental health issues. The program will be offered by the Department of Counselor Education and Counselor Psychology in collaboration with the Department of Family and Consumer Sciences.

Master of Arts in Educational Technology. The committee recommended Board approval for a Master of Arts in Educational Technology as presented by Provost Dobney. The degree program, to begin winter semester 2002 will provide the specialized knowledge and competencies by K-12 teachers and administrators to use educational technology and will be offered by the Department of Educational Studies.

Master of Science in Molecular Biotechnology. The degree program, the first of its kind in the nation, was recommended by the committee for Board approval as presented by Provost Dobney. It will be offered through the Department of Biological Sciences and combines the disciplines of chemistry, biological sciences and statistics to train students in high throughput screening techniques.

Graduate Certificate Program in Clinical Trials Administration. The program, offered by the Department of Physician Assistant, will focus on essential core competencies required by clinical research personnel. The committee recommended Board approval of the graduate certificate program, effective winter semester 2002.

Adjournment. The meeting was adjourned at 1:25 p.m.

Respectfully submitted,

Betty A. Kocher
Secretary
Board of Trustees
TO: Trustee St. John, Trustee Chormann,
Fax Number
Trustee Anthony, Trustee Aseritis,
Name
Trustee DeNooyer, Trustee Haworth,
Company
Trustee Klohs and

FROM: Betty Kocher
Name

MESSAGE: CONFIDENTIAL
Memo from ESF

This FAX transmittal contains 6 pages, including the cover page.
If your transmittal is not complete, please call (616) 387-2351.
MEMORANDUM

TO: The Board of Trustees
FROM: Elson S. Floyd
DATE: December 6, 2001

I have just been informed that the Kalamazoo Gazette has learned of the attached proposed property transfer which is scheduled for discussion and action during tomorrow's Executive Session. This is a significant breach!

I anticipate a news story either later today or in the morning edition.

Please call me if you have any questions or concerns.

ESF:bj
Attachment
Western Michigan University
Board of Trustees

Acceptance of Property

Background

One of the mutual goals of the University and the Kalamazoo community continues to be an effort to increase the University's presence in the downtown area. To that end, the Administration has engaged in conversation with GCG of Kalamazoo, LLC (GCG), and Downtown Tomorrow, Inc. (DTI), regarding the University's acceptance of four buildings including and surrounding the old Cole/Gilmore dealership. Although specific plans for the use of the properties have not been completed at this time, the Administration recommends authority to accept this offer.

The attached Term Sheet and map summarize the conditions and show the properties involved.

Recommended Motion

It is recommended that the Board of Trustees authorize the treasurer or assistant treasurer to execute the necessary documents to effect the acceptance of the properties and associated mortgage upon terms and conditions deemed appropriate by the administration.
DEVELOPMENT OF KALAMAZOO REAL ESTATE
TERM SHEET
November 9, 2001

This is a nonbinding Term Sheet intended only to summarize the major terms of a proposal to purchase the Property. The offer will be made solely by the Bargain Sales Agreement.

1. Parties. GCG of Kalamazoo, LLC ("GCG")
   Downtown Tomorrow, Inc. ("DTI")
   Western Michigan University ("WMU")

2. Gift Subject to Mortgage. GCG will gift to WMU its property holdings in a four-block area (the "Property") subject to a mortgage of not more than $1.5 million, plus $20,000 of DTI expenses to be reimbursed by WMU out of the mortgage proceeds.

3. Payoff of Mortgage. DTI will make a non-recourse loan to GCG $1.52 million at an interest rate not exceeding 3%, payable interest only annually, the proceeds of which will be used to pay off the Standard Federal loan on the Property at the closing. During the 7-year period, WMU will only be obligated for the interest payment on the mortgage. Current tenants on the Property generate rents in excess of the interest payment.

4. DTI Option. If WMU does not develop the Property in 7 years, DTI will have the option to acquire the Property in exchange for cancellation of the mortgage. WMU will have no further obligation for the Property or under the mortgage. Restrictive Covenant. DTI and WMU will enter into a restrictive covenant that any sale or development of the Property and the DTI property will be permitted only by mutual consent.

5. Put Option. WMU will have the option to transfer the Property to DTI and have the mortgage cancelled at any time.
Human rights statement

It is a fundamental policy of Western Michigan University not to discriminate on the basis of sex, sexual orientation, color, race, age, religion, national origin, or handicap in its educational programs, admissions, employment, promotions, salaries and social activities. Through its example and teaching, Western strives to foster in its students, faculty and staff respect for basic human rights. In its external relationships, the university is supportive of those activities that seek constructive change in the development of human rights in this country and abroad.

(Approved by Board of Trustees July 20, 1979; amended June 21, 1985.)
TITLE 12 HUMAN RIGHTS

Chapter 1 Prohibition of Discrimination in Housing, Employment, and Public Accommodations

1Adopted by Ordinance No. 4571. Amended by Ordinance Nos. 4574 and 4646. Derived from Ordinance No. 3824.

12-1-1 Definitions.

The following terms used in this chapter have the following meanings unless the context clearly requires otherwise:

“Age” means age between forty and sixty-five years.

“Employer” means any person employing any person in any capacity.

“Employment agency” means any person undertaking, with or without compensation, to procure employees or opportunities to work for any person or holding itself out as equipped to do so.

“Gender identity” means a person’s various individual attributes, actual or perceived, that may be in accord with, or sometime opposed to, one’s physical anatomy, chromosomal sex, genitalia, or sex assigned at birth.

“Gender variance” means a persistent sense that a person’s gender identity is incongruent with the person’s biological sex, excluding the element of persistence for persons under age twenty-one and including, without limitation, transitioned transsexuals.

“Genital reassignment surgery” means surgery to alter a person’s genitals, in order to complete a program of sex reassignment treatment.

“Housing” means any building, structure, vacant land, or part thereof during the period it is advertised, listed, or offered for sale, lease, rent, or transfer of ownership, but does not include transfer of property by will or gift.

“Labor organization” means any organization, or committee or part thereof, that exists for the purpose in whole or in part of collective bargaining, dealing with employers concerning grievances, terms, or conditions of employment, or other mutual aid protection in connection with employment.

“Marital status” means both the individual status of being single, divorced, separated, or widowed and the relational status of cohabitating and being married or unmarried.

“Minor child” means a person under eighteen years of age.

“Person” or “individual” means any individual, group, association, cooperation, joint apprenticeship committee, joint stock company, labor union, legal representative, mutual company, partnership, receiver, trustee, and unincorporated organization a other legal, commercial, or governmental entity.

“Physical or mental disability” means a physical or mental impairment that substantially limits one or more major life activities a record of such impairment, or being regarded as having such impairment. The term excludes current use of alcohol or drugs.
other disabilities that prevent a person from acquiring, renting, or maintaining property, that would constitute a direct threat to the property or safety of others, or that would prevent performance of job responsibilities.

“Place of accommodation” means any place of business engaged in any sales to the general public and any place that offers services, facilities, privileges, or advantages to the general public or that receives financial support through solicitation of the general public or through governmental subsidy of any kind.

“Sex” means biological sex, the sum of a person’s physical characteristics.

“Sex reassignment treatment” means treatment to change a person’s sex, based on medically recognized treatment protocols as that published by the Harry Benjamin International Gender Dysphoria Association.

“Sexual orientation” means the choice of sexual partners, i.e., bisexual, homosexual, or heterosexual.

“Transitioning transsexual” means a person experiencing gender variance who is undergoing sex reassignment treatment.

“Transitioned transsexual” means a person who has completed genital reassignment surgery.

224-34-501(2), C.R.S.

324-34-401(6), C.R.S.

Ordinance Nos. 4969 (1986); 5061 (1987); 7040 (2000).

12-1-2 Discrimination in Housing Prohibited.

(a) It is an unfair housing practice, and no person:

1. Who has the right of ownership or possession or the right of transfer, sale, rental, or lease of any housing or any agent of such person shall:

   (A) Refuse to show, sell, transfer, rent, or lease or refuse to receive and transmit any bona fide offer to buy, sell, rent, or lease or otherwise to deny to or withhold from any individual such housing because of the race, creed, color, sex, sexual orientation, gender variance, marital status, religion, national origin, ancestry, pregnancy, parenthood, custody of a minor child, or mental or physical disability of that individual or such individual’s friends or associates;

   (B) Discriminate against any individual because of the race, creed, color, sex, sexual orientation, gender variance, marital status, religion, national origin, ancestry, pregnancy, parenthood, custody of a minor child, or mental or physical disability of the individual or such individual’s friends or associates in the terms, conditions, or privileges pertaining to any facilities or services in connection with a transfer, sale, rental, or lease of housing; or

   (C) Cause to be made any written or oral inquiry or record concerning the race, creed, color, sex, sexual orientation, gender variance, marital status, religion, national origin, ancestry, pregnancy, parenthood, custody of a minor child, or mental or physical disability of an individual seeking to purchase, rent, or lease any housing or of such individual’s friends or associates, but nothing in this section prohibits using a form or making a record or inquiry for the purpose of required government reporting or for a program to provide opportunities for persons who have been traditional targets of discrimination on the bases here prohibited;

2. To whom application is made for financial assistance for the acquisition, construction, rehabilitation, repair, or maintenance of any housing shall:

   (A) Make or cause to be made any written or oral inquiry concerning the race, creed, color, sex, sexual orientation, gender variance, marital status, religion, national origin, ancestry, pregnancy,
## WESTERN MICHIGAN UNIVERSITY
### 2002/2003 PERMANENT BUDGET
#### VP REDUCTION PLAN

<table>
<thead>
<tr>
<th>Category</th>
<th>FTE</th>
<th>Reduction</th>
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<tr>
<td><strong>PRESIDENT</strong></td>
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<td>Presidential Areas</td>
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<td><strong>ACADEMIC AFFAIRS</strong></td>
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<td><strong>Instructional Colleges</strong></td>
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<td>Arts &amp; Sciences Salary Residuals</td>
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<td>Aviation Salary Residuals</td>
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<td>Business Salary Residuals</td>
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<td>Continuing Education Salary Residuals</td>
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<td>Education Salary Residuals</td>
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<td>Eng &amp; Applied Sciences Salary Residuals</td>
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<td>Fine Arts Salary Residuals</td>
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<td>Health &amp; Human Services Salary Residuals</td>
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<td>Registrar Salary Residuals</td>
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<td><strong>TOTAL ACADEMIC AFFAIRS</strong></td>
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<td><strong>DEVELOPMENT</strong></td>
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<td>VP Administration Operations</td>
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<td>Associate VP Operations</td>
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<td>Aviation and Engineering Fundraising Operations</td>
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<td>Athletic Fundraising Operations</td>
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<td>Advancement Services Operations</td>
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<td><strong>TOTAL DEVELOPMENT</strong></td>
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<td><strong>STUDENT AFFAIRS</strong></td>
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<td>Dean of Students Operations</td>
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<td>Career and Student Employment Services Operations</td>
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<td>Disabled Student Resources and Services Operations</td>
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<td>Student Activities and Leadership Programs Operations</td>
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<td>University Counseling and Testing Center Operations</td>
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<td>University Recreation Operations</td>
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<td>Physical Plant Grounds Positions</td>
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<td><strong>TOTAL INFORMATION TECHNOLOGY</strong></td>
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<td>The Graduate College - Operations</td>
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<td>Center for Community Asset Bldg - Operations</td>
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<td><strong>TOTAL RESEARCH</strong></td>
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<td><strong>GRAND TOTAL</strong></td>
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VP Reduction Plan
Office of University Budgets
12/7/01
MEMORANDUM

TO: The Board of Trustees
FROM: Elson S. Floyd
RE: Update on Lafayette Street Incident
DATE: November 28, 2001

I am providing for your information a summary of the judicial action taken through the student court system and the Division of Student Affairs in the Lafayette Street incident. Seven arrests were made. One student was charged with behavior unrelated to Lafayette Street; five students were charged with behavior related to Lafayette Street. One of the individuals arrested was admitted to WMU but never enrolled; that individual has been informed that sanctions would be imposed should he choose to enroll.

As a result of the judicial hearings, three suspensions from the University were handed out, two probations through October 2003 were mandated, 170 hours of community service have been required, three are required to attend alcohol education programs, four students will write 15-page research papers, four have written apology letters to the president, and four students will be involved in victim impact projects.

ESF:lj
Attachment
Outcomes of Judicial Hearings for Students involved in Lafayette Street Incident

1. **Case #1**
   Charges from WMU Student Code: B.4 (Disrupt, beh), B.6 (Fail to comply) and B.22 (Viol. of law)
   Outcome: Not responsible for all charges

2. **Case #2**
   Charges: B.1 (Alcohol), B.4 (Disrupt, beh.), B.13 (Physical/verbal abuse) and B.22 (Viol. of law)
   Outcome: Responsible for B.1, B.4 and B.22
   Sanctions: (has prior violations of Code)
   • Suspension through Dec. 11
   • Alcohol assessment
   • 60 hrs. of service
   • 15 page paper
   • Apology letter to Dr. Floyd
   • Victim impact project
   **NO APPEAL**

3. **Case #3**
   Charges: B.4 (Disrupt, beh.), B.6 (Fail to comply) and B.22 (Viol. of law)
   Outcome: Responsible for all charges
   Sanctions:
   • Suspension through Dec. 11
   • 30 hrs. of service
   • 15 page research paper
   • Apology letter to Dr. Floyd
   • Victim impact project
   **Appeal outcome: upheld finding of responsibility for all charges**
   **Modified sanctions:**
   • Probation through Summer 2002
   • 50 hrs. of service
   • 15 page research paper
   • Apology letter to Dr. Floyd
   • Victim impact project

4. **Case #4**
   Charges: B.1 (Alcohol), B.4 (Disrupt. beh.), B.6 (Fail to comply) and B.22 (Viol. of law)
   Outcome: Responsible for all charges
   Sanctions:
   • Suspension through Dec. 11
   • Alcohol ed. program
   • 30 hrs. of service
   • 15 page research paper
   • Apology to Dr. Floyd
   • Victim impact project
   **Appeal outcome: upheld finding of responsibility for all charges**
   **Modified sanctions:**
   • Probation through October 2003
5. **Case #5**  
Charges: B.1 (Alcohol), B.4 (Disrupt. beh.), B.6 (Fail to comply) and B.22 (Viol. of law)  
Outcome: Responsible for all charges  
Sanctions:  
- Suspension through Dec. 11  
- Alcohol ed. program  
- 30 hrs. of service  
- 15 page research paper  
- Apology letter to Dr. Floyd  
- Victim impact project  
  Appeal outcome: upheld finding of responsibility for all charges  
  Upheld all sanctions and added probation through Fall 2003  
  **Final appeal: all findings and sanctions upheld (including probation, added by Appeals Board)**

6. **Case #6** - student applied to WMU in 1999; never attended. I met with student and advised student of policy. If student wishes to seek enrollment in future, the pending charges (B.1 (Alcohol), B.4 (Disrupt. beh.) and B.22 (Viol. of law) must be adjudicated before enrollment is considered.

6. **Case #7** - involved in a fight not directly related to the Lafayette Street Incident.  
Charges: B.13 (Physical/verbal abuse) and B.22 (Viol. of law)  
Outcome: Responsible for all charges  
Sanctions:  
- Behavior contract  
- Conflict management program  
- Research paper  
- Probation through December 2002

8. **Case #8** - no charges
The regular meeting of the Western Michigan University Board of Trustees was called to order by Chair St. John at 2:30 p.m. on Friday, October 26, 2001, in the Connable Board Room, Bernhard Center.

Board members present: Trustee Anthony, Trustee Aseritis, Trustee DeNooyer, Trustee Klohs, Trustee Pero, Trustee St. John and President Floyd (ex officio). Absent: Trustee Chormann and Trustee Haworth.

Remarks by the Chair. Chair St. John spoke of the events of September 11, stating that the mission of the Board is now even more important as it provides the framework for educating students for the challenge of a global community. He reported steps being taken to expand the scope of University programs in neighboring communities, including the groundbreaking for the home of WMU-Southwest on the Lake Michigan College campus in Benton Harbor and the opening of the new Graduate Center in downtown Grand Rapids (the second in that city served by the University since 1909). Chair St. John spoke of another successful ComUniverCity event, marking the beginning of the football season, and noted further developments in the BTR Park.

Remarks by the President. President Floyd also spoke of the September 11 tragedy and asked that a moment of silence be observed in remembrance. He indicated that the state economy has been impacted by recent events and that the state is discussing a possible 5% budget reduction with the exact effect on higher education not yet known. He noted that the U.S. News & World Report again places the University among the nation's top institutions and that Yahoo Most Wired Campuses rank WMU 62. President Floyd also reported a record fall enrollment, nearing 29,000, a successful Homecoming celebration and plans underway for Centennial 2003.

Acceptance of the Agenda. The agenda was accepted as presented, following a motion by Trustee Klohs, supported by Trustee Pero.

Approval of the Minutes of the July 6, 2001 Regular Meeting. The minutes were approved as distributed on a motion by Trustee Anthony, supported by Trustee Aseritis.

Recommendation re Presidential Evaluation/Compensation. Chair St. John, on behalf of the presidential evaluation/compensation committee, spoke of President Floyd's many accomplishments during the third year of his presidency, saying:

October 26, 2001
President Floyd, on behalf of the Board of Trustees, thank you for your outstanding leadership. This may sound somewhat repetitive, and it is, but your consistently strong performance moves us to repeat our praise. Your promised presidency of "vim, vigor and passion" continues to enhance Western Michigan University as a "premier, student-centered research institution."

Again this year, we commend you for all that you have done both on campus and beyond – including the "Wireless Western" project, the successful kick off of the Centennial Capital Campaign, great progress in the Business Technology and Research Park, the planned College of Health and Human Services, and continued enrollment growth.

These are just a few of the significant achievements of the past year under your distinguished leadership. You also serve as chair of the Mid-American Conference Council of Presidents and chair of the Greater Kalamazoo United Way Board of Directors. We acknowledge your accomplishments and appreciate your efforts; Western continues to benefit from your leadership.

We are, therefore, recommending an increase in your annual salary from $210,000 to $220,000, retroactive to July 1, 2001, and an extension of your contract until July 31, 2006.

We also thank Carmento for all she does on behalf of the University. We are very fortunate to have both of you with us here at WMU.

Thank you for three outstanding years, your work is much appreciated, and we look forward to the years to come.

On a 6-0 roll call vote following a motion by Trustee Klohs, supported by Trustee Anthony, the recommendation was approved. President Floyd thanked the Board for its action.

2002 Meeting Dates. Meeting dates for the year 2002 were approved by the Board following a motion by Trustee Klohs, supported by Trustee DeNooyer. Six meetings are scheduled, with additional meetings to be added if needed:

- Thursday, January 24
- Friday, March 22
- Friday, May 17
- Friday, July 12
- Friday, October 4
- Friday, December 13

October 26, 2001
Authorization to Confer Degrees. Following a motion by Trustee Anthony, supported by Trustee Aseritis, the Board authorized the President to confer degrees at the December 8 commencement ceremonies as recommended by the Faculty.

Academic and Student Affairs Committee Recommendations – presented by Committee Chair Klohs

Grant Report. Following a motion by Trustee Klohs, supported by Trustee Pero, the grant report for June, July, August and September 2001 was approved.

Personnel Report. The personnel report was approved by the Board after a motion by Trustee Klohs, supported by Trustee Aseritis.

Administrative Appointments
Said AbuBakr, Professor and Chair, Department of Paper and Printing Science and Engineering, effective August 1, 2001.

Susan O'Flaherty, Executive Director of Student Services, effective August 6, 2001.

Xiaojun Wang, Chair and Associate Professor, Department of Asian and Middle Eastern Languages, effective July 1, 2001.

Return to Faculty
Leonard Beuving, Professor and Chair, Department of Biological Sciences, effective August 6, 2001.

Resignations – Administrative

Appointment – With Tenure
Said AbuBakr, Professor, Department of Paper and Printing Science and Engineering, effective August 1, 2001.

William Sauck, Associate Professor, Department of Geosciences, effective August 6, 2001.

October 26, 2001
NON-ACADEMIC

Appointments
Diane Swartz, Interim Vice President for Student Affairs, effective October 17, 2001.
Paul DeVries, Director of Compliance, Intercollegiate Athletics, effective July 9, 2001.
Kelly Lycan, Head Women’s Track Coach, Intercollegiate Athletics, effective August 1, 2001.

Professional Administrative Leave
Theresa Powell, Vice President for Student Affairs, effective October 17, 2001 through October 16, 2002.

Resignation

Retirements
Patricia Duzan, Administrative Assistant, Department of Foreign Languages and Literatures, effective August 31, 2001.
Barbara Johnston, Executive Secretary, Office of the President, effective January 31, 2002.
Karen Rice, Office Assistant, Department of Sociology, effective December 31, 2001.

Proposal to Offer a Master of Arts in Marriage and Family Therapy. The Board of Trustees, following a motion by Trustee Klohs, supported by Trustee Anthony, approved the proposal to offer a Master of Arts in Marriage and Family Therapy. The only program of its kind in the state will be offered beginning fall semester 2002 and will help meet the growing need for counseling professionals to address relationship, family and mental health issues. It will be offered by the Department of Counselor Education and Counseling Psychology in collaboration with the Department of Family and Consumer Sciences.

Proposal to Offer a Master of Arts in Educational Technology. On a motion by Trustee Klohs, supported by Trustee DeNooyer, the proposal to offer a Master of Arts in Educational Technology was approved by the Board of Trustees. The program, to begin January 2002, will provide the specialized knowledge and competencies required by K-
12 teachers and administrators to use educational technology and will be offered by the Department of Educational Studies.

Proposal to Offer a Master of Science in Molecular Biotechnology. The proposal to offer a Master of Science in Molecular Biotechnology was approved by the trustees following a motion by Trustee Klohs, supported by Trustee Anthony. The program to be offered through the Department of Biological Sciences is the first of its kind in the nation and combines the disciplines of chemistry, biological sciences and statistics to train students in high throughput screening techniques. The program, beginning winter semester 2002, is being supported by several major pharmaceutical firms.

Proposal to Offer a Graduate Certificate Program in Clinical Trials Administration. A Graduate Certificate Program in Clinical Trials Administration, effective winter semester 2002, was approved by the Board of Trustees after a motion by Trustee Klohs, supported by Trustee Anthony. The program, offered by the Department of Physician Assistant, will focus on the essential core competencies required by clinical research personnel.

Budget and Finance Committee Recommendations – presented by Trustee Pero in absence of Committee Chair Chormann

Resolution – “Partnering for Success: The Centennial Campaign for Western Michigan University. The Board of Trustees, on a motion by Trustee Pero, supported by Trustee Aseritis, approved the following resolution, endorsing the centennial campaign:

RESOLUTION

WHEREAS, Western Michigan University was established in Kalamazoo in 1903 as the result of a partnership with the citizens of the community;

AND WHEREAS, the University has in the years since 1903 developed many partnerships with communities, businesses and individuals throughout the state of Michigan, the United States of America and the world;

AND WHEREAS, as a result of these many partnerships, the University has grown from an initial enrollment of 117 to now serve more than 28,000 students and has increased in scope from a regional two-year teachers college to a major doctoral-research university of international significance;

October 26, 2001
AND WHEREAS, additional funding is needed if the University is to take advantage of continuing opportunities for the further development of its reputation as one of the world's leading student-centered research universities;

AND WHEREAS, such additional funding would be used to provide for the needs of students and faculty to perform excellently across the campus and in all fields of research and academic endeavor.

AND WHEREAS, the University, through its President, Dr. Elson S. Floyd, has publicly announced on the 30th day of August, 2001, the most ambitious fund-raising effort in the history of the University for the purpose of creating greater opportunities for students and faculty;

AND WHEREAS, that fund-raising effort will also honor the University by achieving its goal in the 100th year at Western Michigan University, and thus honor the past by providing for the future;

NOW THEREFORE, the Western Michigan University Board of Trustees does unanimously and fully endorse “Partnering for Success: The Centennial Campaign for Western Michigan University.”

Support Services Agreement – Western Michigan University and the WMU Foundation. The agreement (on file in the Board office) was approved by the Board following a motion by Trustee Pero, supported by Trustee Aseritis. The University and Foundation have had a long-standing agreement to provide services to each other; and they now wish to enter into a written agreement for the University to provide continued administrative, operational and other services for the Foundation in consideration of the funding and services provided by the Foundation. Under the terms of the agreement, the Foundation agrees to compensate the University on an annual basis ($200,000 the first year of agreement). The fee shall be paid at the beginning of each University fiscal year for services to be rendered in the upcoming year, with the University reserving the right to adjust the cost of services provided with 30 days advance written notice.

Gift Report. The gift report for July, August and September 2001 was approved by the Board of Trustees following a motion by Trustee Pero, supported by Trustee DeNooyer.

Personnel Report. On a motion by Trustee Pero, supported by Trustee Anthony, the personnel report was approved.
Retirements

Elective Employee Tax Deferral Option. The Board of Trustees, after a motion by
Trustee Pero, supported by Trustee Aseritis, authorized the administration to enact all
necessary actions to adopt and offer University employees the new options offered
under the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA),
relative to the 403(b) and 457(b) programs.

Lease Extension – National City Branch Bank. On a 6-0 roll call vote, after a motion by
Trustee Pero, supported by Trustee Anthony, the Board of Trustees authorized the
treasurer/assistant treasurer to execute a lease extension with National City Bank of
Michigan/Illinois for two years with three additional one-year optional extensions. The
bank branch is located on the ground floor of the Bernhard Center in the University’s
Bronco Mall.

Bank ATM Lease – National City Bank. The Board of Trustees, on a 6-0 roll call vote,
following a motion by Trustee Pero, supported by Trustee DeNooyer, authorized the
treasurer/assistant treasurer to negotiate and execute an ATM lease with National City
Bank of Michigan/Illinois for two years with three additional one-year optional
extensions. National City currently has three ATM machines on campus (one included
in its branch bank lease in the Bronco Mall), with the installation of two additional ATM
machines planned.

Lease Agreement – Center for Disability Services. On a 6-0 roll call vote and a
motion by Trustee Pero, supported by Trustee Aseritis, the Board of Trustees
authorized the treasurer/assistant treasurer to enter into a new lease, not to exceed
three years, with Trace Enterprises, Inc. on behalf of the Center for Disability Services.
The facility is located at 6857 West Main, Suite 6, in the Township of Oshtemo, and the
CDS will occupy 4,200 square feet at a cost of $46,200 annually. The lease includes a
termination clause in the event that funding for community mental health is terminated.

Recommendation re Western Michigan University Annuity and Life Income Funds –
Retention of State Street. The Board of Trustees, on a motion by Trustee Pero,
supported by Trustee Aseritis, approved the continuation of the University’s relationship
with State Street. State Street was hired by the University in 1996 to provide both
administrative and investment management services.

October 26, 2001
Capital Outlay Project Request for 2002/2003. Following a motion by Trustee Pero, supported by Trustee DeNooyer, the Board of Trustees approved the Capital Outlay Project Request for 2002/03 for submission to the State of Michigan (Attachment).

Remarks by the Provost. Provost Dobney spoke of another record enrollment and the successful beginning of the fall semester.

Public Comments. Chris Donathan, president of the Western Student Association, spoke of the impact of September 11 on the student body and the work of the WSA.

Executive Session. On a motion by Trustee Klohs, supported by Trustee Pero, followed by a 6-0 roll call vote, the Board of Trustees went into executive session as provided for under Michigan law at 3:20 p.m. and returned to general session at 3:45 p.m. The agenda was then amended to include the following items on a motion by Trustee Pero, supported by Trustee Aseritis.

BTR Park Real Estate Transactions

Conveyance of Sanitary Sewer Mains and Associated Equipment. On a 6-0 roll call vote, following a motion by Trustee Pero, supported by Trustee Klohs, the Board of Trustees authorized the transfer of sanitary sewer mains and associated equipment located within the loop road right-of-way to the City of Kalamazoo under terms and conditions deemed appropriate by the administration.

Sale to Pro Line Opportunity Group, L.L.C. Following a 6-0 roll call vote, after a motion by Trustee Pero, supported by Trustee Aseritis, the Board of Trustees authorized the sale and conveyance of lot 13 of the BTR Park to Pro Line Opportunity Group, L.L.C. under terms and conditions deemed appropriate by the administration.

Storm Water Retention Easement. Authorization of the execution and recording of an easement agreement for water retention was approved on a 6-0 roll call vote after a motion by Trustee Pero, supported by Trustee Anthony, with terms and conditions as deemed appropriate by the administration. (The purchasers of lot 12 experienced difficulties in designing a storm water disposal plan; therefore the easement is being granted to assist in the resolution of the situation for lots 12 and 13).

Leases Involving Innovation Equities, L.L.C. As moved by Trustee Pero, supported by Trustee Anthony, on a 5-0 roll call vote (with Trustee DeNooyer abstaining), the Board approved the authorization of the execution of necessary documents with Innovation Equities, L.L.C. to effect the long-term land lease, the related space lease, and other elements of the proposed transaction upon terms and conditions deemed appropriate by the administration. Innovation Equities, L.L.C. is the entity formed by local individuals to develop the Southwest Michigan Innovation Center/Business

October 26, 2001
Incubator, in conjunction with Southwest Michigan First. The Innovation Center is to be constructed on lots 14, 15 and 16 of the BTR Park, with the property leased on a long-term basis with the rental escalated at the end of each five-year period based upon increases in the Consumer Price Index. The total area is 14.5 acres, with the University retaining the option to repurchase the project under certain circumstances and also committing to become a space tenant in the Innovation Center in the first phase of the project.

**Option to Innovation Equities, L.L.C.** Following a 5-0 roll call vote (Trustee DeNooyer abstaining), and a motion by Trustee Pero, supported by Trustee Aseritis, the Board approved the authorization of an option agreement for lots 4, 5, 6 and 7 with Innovation Equities, L.L.C. and of future conveyance of the lots if the option is exercised, under terms and conditions deemed appropriate by the administration. The lots total approximately 20.8 acres.

**The option agreement provides for up to five Utility Easements.** The Board of Trustees, on a 6-0 roll call vote, on a motion by Trustee Pero, supported by Trustees Klohs, approved the authorization to execute new or amended easements to Consumers Energy Company and other utility providers covering properties owned by the University within and adjacent to the BTR Park upon terms and conditions deemed appropriate by the administration. (Consumers Energy has requested an easement for electrical lines across University property adjacent to BTR Park.)

**Adjournment.** The meeting was adjourned at 4:00 p.m.

Respectfully submitted,

Betty Kocher
Secretary, Board of Trustees

October 26, 2001
## WESTERN MICHIGAN UNIVERSITY

### FY 2003 Capital Outlay Project Request

November 16, 2001

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<th>Total Cost</th>
<th>State Funds</th>
<th>WMU Share</th>
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<tr>
<td>College of Engineering Building</td>
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<td>West &amp; North Halls</td>
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### State Supported Projects

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### State Funds

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TO: Members, Board of Trustees
FROM: Betty Kochi
DATE: November 30, 2001
RE: December Board Meeting

We will begin with coffee at 9:45 a.m. in the President's Dining Room of the Bernhard Center (the room where we had the workshop in October). Budget and Finance will meet at 10:45 a.m. in Room 204, with Academic and Student Affairs at 11:45 a.m., followed by the Board meeting at 12:15 p.m. Included on the agenda are several new degree programs, the revised mission statement, and an executive session (Room 204).

We will end with lunch in Room 205. If you are able to drop in for the University Holiday Reception, it is in the Bernhard Center Ballroom, 2:30 - 4:30 p.m.

For Vernice and Peter, I have the planes reserved; I will confirm your flight times with you.

Take care, and we will see you on the 7th.

c - President Floyd
Acceptance of Property - ROLL CALL

Background

One of the mutual goals of the University and the Kalamazoo community continues to be an effort to increase the University's presence in the downtown area. To that end, the Administration has engaged in conversation with GCG of Kalamazoo, LLC (GCG), and Downtown Tomorrow, Inc. (DTI), regarding the University's acceptance of four buildings including and surrounding the old Cole/Gilmore dealership. Although specific plans for the use of the properties have not been completed at this time, the Administration recommends authority to accept this offer.

The attached Term Sheet and map summarize the conditions and show the properties involved.

Recommended Motion

It is recommended that the Board of Trustees authorize the treasurer or assistant treasurer to execute the necessary documents to effect the acceptance of the properties and associated mortgage upon terms and conditions deemed appropriate by the administration.
DEVELOPMENT OF KALAMAZOO REAL ESTATE

TERM SHEET

November 9, 2001

This is a nonbinding Term Sheet intended only to summarize the major terms of a proposal to purchase the Property. The offer will be made solely by the Bargain Sales Agreement.

1. Parties. GCG of Kalamazoo, LLC ("GCG")
   Downtown Tomorrow, Inc. ("DTI")
   Western Michigan University ("WMU")

2. Gift Subject to Mortgage. GCG will gift to WMU its property holdings in a four-block area (the "Property") subject to a mortgage of not more than $1.5 million, plus $20,000 of DTI expenses to be reimbursed by WMU out of the mortgage proceeds.

3. Payoff of Mortgage. DTI will make a non-recourse loan to GCG $1.52 million at an interest rate not exceeding 3%, payable interest only annually, the proceeds of which will be used to pay off the Standard Federal loan on the Property at the closing. During the 7-year period, WMU will only be obligated for the interest payment on the mortgage. Current tenants on the Property generate rents in excess of the interest payment.

4. DTI Option. If WMU does not develop the Property in 7 years, DTI will have the option to acquire the Property in exchange for cancellation of the mortgage. WMU will have no further obligation for the Property or under the mortgage. Restrictive Covenant. DTI and WMU will enter into a restrictive covenant that any sale or development of the Property and the DTI property will be permitted only by mutual consent.

5. Put Option. WMU will have the option to transfer the Property to DTI and have the mortgage cancelled at any time.
AGENDA

I. PROCEDURAL ITEMS

1. Remarks by the Chair
2. Remarks by the President
3. Acceptance of the Agenda
4. Approval of the Minutes of the October 26, 2001 Regular Meeting

II. ACTION ITEMS

5. Academic and Student Affairs Committee Recommendations
   a. Grant Report
   b. Personnel Report
   c. Master of Fine Arts in Performing Arts Administration
   d. Doctor of Audiology
   e. Doctor of Philosophy in Electrical and Computer Engineering
   f. Doctor of Philosophy in Interdisciplinary Health Studies
   g. Name Change - Division of Continuing Education to Extended University Programs
   h. Revised Mission Statement

6. Budget and Finance Committee Recommendations
   a. Gift Report
   b. Personnel Report
   c. Public Hearing: Grant of Powers and Authority to Public Safety Officers and Establishment of a Public Safety Department Oversight Committee
   d. Western Michigan University-Lake Michigan College Ground Lease

III. INFORMATIONAL ITEMS

7. Remarks by the Provost
8. Public Comments

IV. EXECUTIVE SESSION - ROLL CALL
Downtown arena in works?

Kalamazoo Gazette

Friday, December 7, 2001

Kalamazoo, Michigan

By Chris Knapke and Lynn Turner

The first major step toward creating a downtown arena may take place today as Western Michigan University's Board of Trustees is expected to decide whether it will accept seven acres of mostly vacant downtown property.

University spokesman Matt Kurz said he could not comment on what they may or may not be acting on when they go into executive session. "If they make a decision, then we will report out of the meeting what they decided," he said. "If they decide to not go into executive session, then we will report on what they did or did not do in that meeting."

Public bodies are allowed to go into closed session for several reasons, including the purchase or lease of property.

If Cole and Gesmundo get the way, the site will be home to a new athletic arena to house WMU's basketball program and host other community events.

"We want it to be a significant project for both the community and the university," said Gesmundo, who said WMU could provide details about the donation if it accepts the land.

Gesmundo said any development will likely take five to 10 years to get off the ground and cost tens of millions of dollars — much of which would likely need to be raised from private sector donors or from a local tax levy.

Ken Nacci, president of Downtown Kalamazoo Inc., which owns about three acres of land around the dealership property, said his organization has always thought in terms of a "large traffic generator" on that spot. That could be an arena, a multi-screen or IMAX movie theater or the like.
"We've never done a feasibility study on any specific thing," he said, adding that he looks forward to working with WMU officials visualizing the best development of that site. "An arena's one project. It's been floated out there before, two years ago."

Nacci warned, though, that arenas can be risky ventures and shouldn't be looked at as a panacea for the entire downtown core, even though "everybody looks to Grand Rapids and the Van Andel Arena and the spin-off there," he said.

Five years of community planning went into Van Andel Arena before the doors opened in October 1996, said Lynne Ike, marketing director of the arena. The $68 million project, which sits on a full city block, was funded through a mixture of private and public dollars.

Independent from their negotiations with WMU, Cole and Gesmundo have commissioned an architectural rendering of an arena on the site in an effort to spur interest in such a project.

The property has been the subject of speculation since the 1980s, when the city began developing the Arcadia Commons project on the north end of downtown. Gesmundo, Cole and the estate of Jim Gilmore jointly own the property. Gesmundo said he and Cole were purchasing Gilmore's interest before making the gift.

A portion of the site once housed the Cole-Gilmore car dealership. The old dealership is now leased month-to-month to a variety of businesses.

If WMU took control of the property, it would represent the university's first major holding downtown.

"Our goals and objectives from '92 were to save it and keep it in one piece until something came along that we thought would benefit both the community and university," Gesmundo said. "Although that something hasn't been determined, we've got some strong ideas of what we'd like to see."

Bill Johnston, owner of the Radisson Plaza Hotel at Kalamazoo Center, said talk of a downtown arena did not influence his plans to expand and renovate the facility, but he said he sees such a development as a positive for the community.

"It's hard to imagine how a downtown arena with a strong connection to Western Michigan University would not help," he said. "I would be very much in favor of it. It would be good for the university and good for Kalamazoo. It would be a traffic generator and offer a lot of economic spin-off."

WMU President Elson Floyd has said he is interested in pursuing a project in downtown Kalamazoo, but wants to ensure it is something that could be done in conjunction with other community groups.

Floyd has a rendering hanging in his office of a proposed College of Engineering and Applied Sciences campus on the same site given to him by Gesmundo before the university had finalized its plan to build the new college at its Lee Baker Farm property at the west end of Kalamazoo.

The university has expressed a long-term need for a larger and more versatile facility for its basketball program. University Arena, which was built in the early 1990s, is considered by many to be too small for a Division 1A basketball program.

Chris Knape can be reached at 388-8543 or cknape@