WMU Board of Trustees Formal Session October 20, 2006

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AGENDA

Acceptance of the Agenda

Approval of Minutes of July 14 and August 15 Formal Sessions

Remarks by the Chair

Remarks by the President

Remarks by the WSA President and GSAC Chair

1. Resolution re Presidential Search Process

2. Confirmation and Ratification of BTR Park Real Estate Transaction (Roll Call)

3. Lease of University Property at the Kalamazoo-Battle Creek International Airport (Roll Call)

4. Michigan Department of Transportation Easement (Roll Call)

5. Honorary Degree Recommendations

6. Consent Items

   a. Gift Report

   b. Revised ByLaws-Western Michigan University Foundation

   c. Modified Criteria-Donald “J” Seelye Endowed Scholarship Fund for Athletics

   d. Grant Report

   e. Personnel Report

   f. Policy re Student Criminal Background Checks and Drug Testing Required for Educational Placements

Holden

Holden

Holden

Haenicke

Amanda Grove & Rosana Alsaud

K. Miller

B. Miller

Beam

Beam

Haenicke

Bender

Bender

Bender

Ginsberg

Anderson/Beam/Pianeschi

Pisaneschi
g. Class-Related Fees--Policy/Procedural Guidelines
h. Swap Management Policy

Cash Investments and Annuity Life Income Funds
Performance Reports

Public Comments

Pisaneschi
VanDerKley
Beam
Holden
The Western Michigan University Board of Trustees was called to order by Chair Holden at 11 a.m. on Friday, October 20, 2006 in Rooms 157-159, Bernhard Center.

Board members present: Chair Holden, Vice Chair Pero, Trustee Archer, Trustee Aseritis, Trustee DeNooyer, Trustee Martin, Trustee Miller, Trustee Tolbert and President Haenicke (ex officio).

Acceptance of the Agenda. The agenda was accepted, including a resolution re K-16 ballot proposal, proposal 06-05 on the November 7, 2006 statewide ballot, following a motion by Trustee Archer, supported by Trustee Tolbert.

Approval of the Minutes of the July 14 and August 15 Formal Sessions. The minutes were approved as distributed on a motion by Trustee Pero, supported by Trustee Martin.

Remarks by the Chair. Chair Holden spoke of the spirit of renewed optimism and purpose evident at the University and of goals being set in place to increase enrollment numbers. He indicated that budget issues continue to be a major source of concern, both for the Board and the University at large. Chair Holden expressed appreciation to President Haenicke on behalf of the Board for the work he is doing in his return to the presidency.

Remarks by the President. President Haenicke reported on efforts underway to improve retention, recruitment and budget stability. He noted the importance of improving the quality of service and the cooperation he is finding to accomplish this. He also spoke of a "hiring delay" to assist with the budget situation. He said there is much to be done, and there are many good people at the University eager to help.

Remarks by the WSA President and the GSAC Chair. Both WSA Amanda Grove and GSAC Rosana Alsaud spoke of looking forward to a good year. They spoke of having the opportunity to have input and address the concerns of their organizations.

Resolution re Presidential Search Process and Introduction of Committee. Trustee Miller, chair of the presidential search advisory committee introduced members of the committee and spoke of the work to date of the committee. On a motion by Trustee Miller, supported by Trustee Archer, a resolution detailing the search committee and its membership (Attachment A) was approved. Trustee Miller indicated that the search process will be closed until the finalists are named and at that time it will become open with candidates brought to the campus for public forums.
Confirmation and Ratification of BTR Real Estate Transaction
On an 8-0 roll call vote, on a motion by Trustee Pero, supported by Trustee Martin, the Board of Trustees authorized the treasurer/assistant treasurer to complete and execute the necessary documents for the sale and conveyance to Rockford Development Group, LLC of an approximate 4-acre site in the BTR at a price consistent with previous BTR lot sales. The site will be the home of a 29,000 square foot facility of a life sciences firm.

Lease of University Property at the Kalamazoo-Battle Creek International Airport. The action was approved on a 7-0 vote, with an abstention by Trustee DeNoyer, following a motion by Trustee Miller, supported by Trustee Martin. The Board authorized the administration to execute the lease agreement with option to purchase the University's property located at the Kalamazoo-Battle Creek International Airport (lease agreement on file in Board Office).

Right of Way Easement to Michigan Department of Transportation
On an 8-0 roll call vote, the Board of Trustees, after a motion by Trustee Aseritis, supported by Trustee DeNoyer, authorized the treasurer to sign the appropriate documents necessary to transfer property to the MDOT needed for the reconstruction and widening of the Parkview bridge over US 131. It was indicated that additional property is needed for the right of way of the bridge with legal descriptions to be provided in the near future.

Honorary Degree Recommendations. After a motion by Trustee Martin, supported by Trustee Aseritis, the Board of Trustees approved the awarding of two honorary degrees at a time to be determined:

Jacqueline Buck Mallinson
Honorary Doctor of Science

Richard A. Enslen
Honorary Doctor of Laws

Resolution re K-16 Ballot Proposal - Proposal 06-05 on the November 7, 2006 Statewide Ballot. Following a motion by Trustee Martin, supported by Trustee Pero, the resolution (Attachment B) was approved.

Consent Items - On a motion by Trustee Martin, supported by Trustee Aseritis, the following items were approved:

Gift Report - activity for the months of July, August and September.

WMU Foundation Bylaws - revised bylaws.

Seelye Scholarship Fund - modified criteria to award the Donald "J" Seelye Endowed Scholarship Fund for Athletics.
Grant Report - activity for the months of June, July, August and September.

Personnel Report - Attachment C

Policy Regarding Student Criminal Background Checks and Drug Testing Required for Educational Placements. Ensures that the University and its students are in compliance with any requirements for the educational placement of students.

Class-Related Fees - Policy/Procedural Guidelines - Rate of fee charged must reasonably reflect the actual costs to the University of the materials and services for which fee is collected. These costs must be directly associated with classroom activity and must exclude faculty compensation.

Resolution re Swap Management Policy - Policy provides for annual review to ensure that the policy stays current and relevant. Also requires the engagement of a third party to evaluate and price existing swaps. Report received from independent party will serve as the basis for an annual report that will be provided to the Board.

Cash Investments and Annuity Life Income Funds Performance Reports. Provided by Vice President Beam.

Public Comments Sarah Murray and Brandon Weaver spoke in support of the "living wage campaign."

Adjournment. The meeting was adjourned at 12:30 p.m.

Respectfully submitted,

Betty A. Kocher
Secretary
Board of Trustees
RESOLUTION

WHEREAS, the Board of Trustees recognizes its responsibility and authority to lead the presidential search process and select the next President of Western Michigan University; and

WHEREAS, the Board further recognizes the importance of input in this process from the University community and beyond;

IT IS THEREFORE RESOLVED that the Board establishes a Presidential Search Advisory Committee (PSAC) with representative membership as set forth on the attached list, and that the charge of the PSAC is to serve in an advisory/informational capacity to assist the Board in the identification of qualified candidates for the presidency; and

IT IS RESOLVED that the Board expressly reserves all power and authority to issue additional directives to the PSAC, make its own decisions regarding the acceptability of the PSAC's recommendations, add its own candidate recommendations at any time during the search process, and elect any individual of its choosing as President; and

IT IS FURTHER RESOLVED that:

1. The Board will engage the services of an executive search firm to assist in the search process.

2. The PSAC will meet as often as necessary to carry out its charge and progress reports will be provided as appropriate to the Board.

3. The PSAC and Board will consult with the Vice President for Legal Affairs and General Counsel as needed.

4. The PSAC Chair will serve as spokesperson for the PSAC during the search process with assistance from the Vice Chair and University administrators as the PSAC deems appropriate.

5. The Board Secretary will serve as search coordinator.
6. The Chair of the PSAC (or in his absence, the Vice Chair) is authorized to provide guidance to the PSAC as it carries out its charge. The PSAC efforts and fulfillment of its charge will include input from faculty, students, staff, community, and others regarding important qualities and characteristics they believe the next president of Western Michigan University should possess. The PSAC shall implement procedures in carrying out its charge that it deems to be in the best interest of the University to encourage and preserve interest by highly qualified individuals to be candidates for the presidency. The PSAC's efforts and advice shall take into account the University's commitment to principles of diversity and multiculturalism and it shall conduct its efforts in such a manner as to enhance the stature of Western Michigan University.

7. The Chair of the PSAC (or in his absence, the Vice Chair) shall facilitate appropriate communications between the Board and the PSAC and any members thereof.

8. The PSAC will make recommendations to the Board concerning candidates it feels are best qualified for the presidency. However, no candidate shall be eliminated from consideration, and the Board may at any time add its own candidates for consideration, until such time that the Board officially elects a President. After receiving the PSAC recommendations, the Board of Trustees as a whole will then continue the search process and determine the President with an election at a formal session of the Board.

IT IS THEREFORE RECOMMENDED that the above described search process and the membership of the Presidential Search Advisory Committee as indicated on the attached list be approved by the Board of Trustees.
SEARCH COMMITTEE MEMBERSHIP

Ken Miller, Committee Chair, trustee
Larry Tolbert, Committee Vice Chair, trustee
Rosana Alsaud, chair of Graduate Student Advisory Committee
Dr. Nora Berrah, professor of physics
Wil Emmert, contracts and grants specialist and president of the Administrative Professional Association
George Franklin, trustee emeritus
Andrew Hooley, junior, political science major and vice president of the Western Student Association
Dr. Katherine Joslin, professor of English
Dr. Thomas Kent, dean of the College of Arts and Sciences
Dr. Mary Lagerwey, associate professor of nursing and President of the Faculty Senate
Larry Lueth, president of First National Bank
Robert Miller, associate vice president for community outreach
Dr. Cindee Quake-Rapp, chair of the Department of Occupational Therapy and chair of the Organizaton of Chairs, Heads, and Directors
Dr. Paul Wilson, associate professor of teaching and leadership and president of the WMU Chapter of the American Association of University Professors
RESOLUTION REGARDING THE PRESIDENTIAL SEARCH PROCESS

It is recommended that the following resolution be approved.

RESOLUTION

WHEREAS, the Board of Trustees recognizes its responsibility and authority to lead the presidential search process and select the next President of Western Michigan University; and

WHEREAS, the Board further recognizes the importance of input in this process from the University community and beyond;

IT IS THEREFORE RESOLVED that the Board establishes a Presidential Search Advisory Committee (PSAC) with representative membership as set forth on the attached list, and that the charge of the PSAC is to serve in an advisory/informational capacity to assist the Board in the identification of qualified candidates for the presidency; and

IT IS RESOLVED that the Board expressly reserves all power and authority to issue additional directives to the PSAC, make its own decisions regarding the acceptability of the PSAC's recommendations, add its own candidate recommendations at any time during the search process, and elect any individual of its choosing as President; and

IT IS FURTHER RESOLVED that:

1. The Board will engage the services of an executive search firm to assist in the search process.

2. The PSAC will meet as often as necessary to carry out its charge and progress reports will be provided as appropriate to the Board.

3. The PSAC and Board will consult with the Vice President for Legal Affairs and General Counsel as needed.

4. The PSAC Chair will serve as spokesperson for the PSAC during the search process with assistance from the Vice Chair and University administrators as the PSAC deems appropriate.

5. The Board Secretary will serve as search coordinator.
6. The Chair of the PSAC (or in his absence, the Vice Chair) is authorized to provide guidance to the PSAC as it carries out its charge. The PSAC efforts and fulfillment of its charge will include input from faculty, students, staff, community, and others regarding important qualities and characteristics they believe the next president of Western Michigan University should possess. The PSAC shall implement procedures in carrying out its charge that it deems to be in the best interest of the University to encourage and preserve interest by highly qualified individuals to be candidates for the presidency. The PSAC's efforts and advice shall take into account the University's commitment to principles of diversity and multiculturalism and it shall conduct its efforts in such a manner as to enhance the stature of Western Michigan University.

7. The Chair of the PSAC (or in his absence, the Vice Chair) shall facilitate appropriate communications between the Board and the PSAC and any members thereof.

8. The PSAC will make recommendations to the Board concerning candidates it feels are best qualified for the presidency. However, no candidate shall be eliminated from consideration, and the Board may at any time add its own candidates for consideration, until such time that the Board officially elects a President. After receiving the PSAC recommendations, the Board of Trustees as a whole will then continue the search process and determine the President with an election at a formal session of the Board.

IT IS THEREFORE RECOMMENDED that the above described search process and the membership of the Presidential Search Advisory Committee as indicated on the attached list be approved by the Board of Trustees.
2006 Presidential Search Advisory Committee

Chair: Kenneth V. Miller, Trustee

Vice Chair: Larry Tolbert, Trustee

Rosana Alsuad, Chair of the Graduate Student Advisory Committee

Nora Berrah, Professor of Physics

Wil B. Emmert, Contracts and Grants Specialist and President of the Administrative Professional Association

George A. Franklin, Trustee Emeritus

Andrew K. Hooley, Junior, Political Science Major and Vice President of the Western Student Association

Katherine Joslin, Professor of English

Thomas L. Kent, Dean of the College of Arts and Sciences

Mary D. Lagenway, Associate Professor of Nursing and President of the Faculty Senate

Larry Lueth, President of First National Bank

Robert G. Miller, Associate Vice President for Community Outreach

Cindee Quake-Rapp, Chair of Department of Occupational Therapy and Chair of the Organization of Chairs, Heads, and Directors

Paul T. Wilson, Associate Professor of Teaching, Learning, and Leadership and President of the WMU Chapter of the American Association of University Professors
CONFIRMATION AND RATIFICATION OF
BTR PARK REAL ESTATE TRANSACTION—ROLL CALL

Background

Since the formal groundbreaking on Western Michigan University’s Parkview Campus, the Board of Trustees has approved a number of new tenants and associated easements and property transactions. The following additional transaction is needed to continue the development.

Sale to Rockford Development Group, LLC: Rockford proposes to purchase a lot (shown as lot A in the attached exhibit) in the BTR Park for a price per acre consistent with previous BTR lot sales. The approximately 4 acre site will be the home of a 29,000 square foot facility of a life sciences firm. A purchase agreement has been signed between the parties, subject to the approval of the Board of Trustees. The Administration recommends approval of this sale.

Recommended Motion:

That the Board of Trustees authorize the Treasurer or Assistant Treasurer to complete and execute the necessary documents for the sale and conveyance to Rockford Development Group, LLC, of the 4 acre BTR parcel described above and in the attached exhibit.
LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS AGREEMENT is made as of the Effective Date between the BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY, a Michigan constitutional body corporate ("Landlord"), and AZO, LLC, a Michigan limited liability company ("Tenant").

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Leased Premises.** Landlord leases to Tenant and Tenant rents from Landlord, certain real estate and improvements located in the City of Kalamazoo, Kalamazoo County, Michigan as depicted on Exhibit “A” and more fully described as follows, and all improvements, hereditaments, fixtures and appurtenances thereto (the “Leased Premises”):

   Part of the Northwest ¼ of Section 1, Town 3 South, Range 11 West, Commencing at a point in the South line of Kilgore Road, said point being 432.44 feet West of the West line of the Penn. R.R. ROW; thence North 89°32' West along the South line of Kilgore Road a distance 664.64 feet; thence South 8°36'25" East a distance of 584.81 feet; thence North 45°13'10" East a distance of 813.20 feet to the place of beginning.

   The Leased Premises does not include the wind tunnel area as shown in Exhibit "A" to which Landlord shall continue to have access and the right to use for the five year term of this Lease Agreement (except upon exercise of the option as provided in Section 21). Landlord's use of the wind tunnel shall include two emergency exits through the adjacent part of the building leased by Tenant.

2. **Term.** The term of this Lease shall commence on October 1, 2006 and shall continue thereafter for a term of five years unless this Lease is earlier terminated pursuant to the terms and conditions of this Lease or Lessee exercises its option to buy.

   This Lease shall be conditioned upon removal of the restrictive covenant and right of reverter in favor of the City of Kalamazoo, to the satisfaction of both Landlord and Tenant.

   This Lease is further subject, as a condition subsequent, upon approval by the Board of Trustees of Western Michigan University of the terms of the Lease at its meeting to be held October 20, 2006. If such approval is not given, this Lease shall have a term of eleven (11) months to give Tenant sufficient time to exercise the option to purchase in Section 21, to negotiate a replacement Lease with Landlord, or to relocate to new space.

3. **Rent.** Tenant shall pay to Landlord annual rental of $1 per year for each year during the term of this Lease. As additional rent, Lessee shall pay for all improvements, maintenance, repair and replacement, taxes, insurance and other items as set forth in this Lease.

4. **Use.** The Leased Premises shall be used solely for the purpose of a business for aircraft maintenance and repair, including to re-engine and retrofit aircraft, related aviation services, and hangar and storage usage in connection with such business. The Leased Premises shall not be used for any other purpose without the prior written consent of Landlord. Tenant
shall not use the Leased Premises in any manner which is in violation of any federal, state, or local law, ordinance or regulation.

Tenant shall, during the term of this Lease, continuously use the Leased Premises for the purposes stated herein, unless prevented from doing so because of fire, accident or acts of God. In the event Tenant fails to use the Leased Premises for such purpose for a continuous period of at least 120 days, Landlord may declare an event of default under this Lease.

5. Utilities. Tenant shall pay for all costs of utilities including electricity, heat, air conditioning, gas, water, refuse removal, telephone, cable television, computer access and janitorial services and snow removal as such items become due and payable without delinquency. In consideration of the nominal annual rent to be paid by Tenant, Tenant agrees to provide all utilities for Landlord's benefit for the wind tunnel and its operation without proration or reimbursement by Landlord.

6. Maintenance and Repair. Tenant shall be responsible for all aspects of maintenance, repair and replacement of the Leased Premises and shall keep the foundation, outer walls, windows, roof and structural components of the building on the Leased Premises in good repair. Tenant accepts the Leased Premises in the current condition, "AS IS." Tenant shall be responsible for all necessary maintenance, repair and replacement to the mechanical systems of the building, including heating and air conditioning equipment together with maintenance, repair and replacement of all interior walls, doors, glass, carpet and flooring, and window treatments. Tenant shall keep and maintain (including all necessary repairs and replacements) the Leased Premises and every part thereof and any alterations and additions to the Leased Premises in good order, condition and repair, and clean and free from trash, rubbish and noxious odors. If Landlord reasonably determines any unperformed cleaning, maintenance, repairs or replacements of Tenant necessary, it may demand that Tenant make the same. If Tenant refuses or neglects to do so with reasonable dispatch, Landlord may, at Tenant’s expense, make or cause such reasonable cleaning, maintenance, repairs or replacements to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant’s property or business by reason thereof. At the expiration of the term of this Lease, and any extensions, Tenant shall return the Leased Premises to Landlord in as clean and good condition as when taken by Tenant, subject to reasonable wear and tear.

Tenant shall not be obligated to make any capital improvement to replace any structural, plumbing, electrical, mechanical or HVAC component, if it can be repaired to be reasonably functional.

7. Improvements, Additions and Alterations. Tenant shall not make any additions, improvements and alterations to the Leased Premises, which would require a building permit, without the prior written consent of Landlord, which shall not unreasonably be withheld. Notwithstanding the foregoing, Tenant shall be permitted to install or improve the taxiway and apron without any further consent of Landlord, and if this Lease is terminated or expires for any reason (except upon exercise of the option by Tenant under Section 21) and the Leased Premises is returned to Landlord, then Landlord agrees to reimburse Tenant for the costs of such improvements amortized over their useful life.
All alterations, additions, improvements and fixtures which may be made or installed by Tenant upon the Leased Premises may be removed by Tenant at the termination of this Lease, and Tenant shall repair any damage to the Leased Premises caused by such removal at Tenant's expense. Any improvements, alterations or improvements not removed by Tenant shall become vested as property of Landlord at the termination of this Lease. All additions, improvements and alterations to the Leased Premises shall be made solely at Tenant's expense without any reimbursement by Landlord at any time or at the termination or expiration of this Lease. Tenant shall not allow or give cause for the filing of any lien against the Leased Premises.

8. Taxes. Tenant agrees that if the Leased Premises become subject to real estate taxes, Tenant shall be responsible for payment of all real estate taxes on the Leased Premises, without proration. Tenant shall also pay any installments of special assessments levied against the Leased Premises and coming due during the term of this Lease. Tenant shall pay all personal property taxes levied against any equipment or personal property in the possession of Tenant and contained in or on the Leased Premises. Tenant shall pay all other business, franchise, excise or other taxes in connection with the Leased Premises or the business.

9. Insurance and Indemnity.

A. Covenant to Hold Harmless. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from any liability, claims or expenses, including reasonable attorney fees, for damages or injury to the Leased Premises and to any person or any property in or upon the Leased Premises or the common areas, including the person and property of Tenant, and its employees and all persons in the building at its or their invitation or with their consent except damages or injury caused by the gross negligence or willful misconduct of Landlord or in connection with Landlord's use of the Wind Tunnel. All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the risk of Tenant only.

B. Fire and Casualty. Tenant shall be responsible for obtaining and maintaining a “all risk” insurance applicable to the Leased Premises in the amount reasonably determined by Landlord but not less than the option price under Section 21, in the name of Landlord. Tenant shall also obtain and maintain “all risk” insurance protecting Tenant against loss or damage to Tenant’s furnishings, fixtures, equipment and personal property in or on the Leased Premises. Upon request, Tenant shall provide evidence of its insurance coverage to Landlord. Tenant shall not modify or cancel an insurance policy without the previous written consent of Landlord.

C. Tenant’s Obligation to Carry Public Liability Insurance. Tenant shall keep, during the entire term hereof, in full force and effect a policy of general commercial liability insurance with respect to the Leased Premises and the business operated by Tenant in the Leased Premises, and in which the limits of liability shall not be less than $2,000,000 single limit coverage, or such greater amount as reasonably determined by Landlord from time to time, naming Landlord as an additional insured. Such insurance coverage may be obtained by Tenant under any blanket or umbrella policy secured by Tenant or under a separate policy therefor. Tenant shall furnish Landlord with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times during the tenancy of this Lease. All policies relating to the Leased Premises shall contain a provision that the policy shall not be modified or canceled unless the insurer first gives Landlord at least thirty (30) days prior written notice.
D. Waiver of Subrogation Rights Under Insurance Policies. Landlord and Tenant hereby waive all rights of recovery which either might otherwise have against the other, and its officers, partners, agents, employees, invitees, guests, or licensees, for any damage to their property which is covered, or is required by this Lease to be covered, by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of one of them, or its officers, partners, agents, employees, invitees, guests, or licensees; provided, however, that this waiver shall be effective only with respect to losses or damages occurring where this waiver will not affect the right of the insured to recover under the applicable policy of insurance. The parties agree to acquire policies of insurance containing standard waiver of subrogation clauses or endorsements so long as such clauses or endorsements are generally available in the insurance industry.

10. Conduct. Tenant shall not cause or permit any unreasonable conduct to take place within the Leased Premises which in any way may disturb or annoy other occupants of the building in which the Leased Premises are located, or adjacent buildings.

11. Signage. Tenant shall be allowed to place a sign for Tenant's business at the Leased Premises, subject to Landlord's approval and compliance with any applicable zoning ordinance.

12. Access to Leased Premises. Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the Premises, emergency response and for purposes of accessing the wind tunnel area. Landlord shall provide Tenant with exterior door keys, and Tenant agrees not to change these locks or to double lock any of the affected doors.

13. Condemnation. In the event a part of the Leased Premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit Tenant to carry on its business in a manner comparable to that which it has become accustomed, then this Lease shall continue, but the obligation to pay rent on the part of Tenant shall be reduced in an amount proportionate to the square footage of the entire Leased Premises relative to the square footage taken by such condemnation. In the event all of the Leased Premises shall be taken, or so much of the Leased Premises taken that it is not feasible to continue a reasonably satisfactory operation of the business of Tenant, then Tenant shall have the option of terminating this Lease. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Landlord nor Tenant shall have any right in or to any award made to the other by the condemning authority.

14. Destruction. In the event the Leased Premises are damaged by fire or other casualty (i) Landlord may elect to make repairs or rebuild in its sole discretion and this Lease shall continue in full force and effect, or (ii) Landlord may, in its sole discretion, elect to terminate this Lease and give written notice thereof to Tenant; provided, however, if the cost of the repairs is estimated to be $100,000 or less than Tenant shall be permitted to use any insurance proceeds up to that amount to have the repairs made, and Landlord shall not be permitted to terminate the Lease. In such event, Tenant shall be responsible for obtaining repair estimates and notifying Landlord in writing of its decision within thirty (30) days after the
damage occurs. Landlord’s decision under (i) or (ii), subject to Tenant’s right to repair if the cost is $100,000 or less, shall be made within thirty (30) days after the damage occurs.

Until such repairs are completed, the rent and other amounts payable hereunder shall be abated in proportion to the area of the Leased Premises which is rendered unusable by Tenant in the conduct of its business. If Landlord terminates this Lease under this Section 14, Tenant shall have thirty (30) days after Landlord’s notice of such termination to exercise its option under Section 21, except that any insurance proceeds shall be applied to the purchase price of $1,180,000, and any excess insurance proceeds after payment of such purchase price in full shall be retained by Tenant. Upon the exercise by Tenant of its option in these circumstances, Landlord shall be entitled to receive the full purchase price of $1,180,000 without reduction for any reason. Upon exercise in this circumstance, Tenant shall also be obligated to pay the $250,000 to the City of Kalamazoo for release of its right of reverter.

15. Bankruptcy or Insolvency. Neither this Lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant’s insolvency or inability to pay its debts, or if any assignment shall be made of Tenant’s property for the benefit of creditors, then and in any such event, Landlord may terminate, at its option, this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

16. Assignment and Subletting. Tenant covenants and agrees that neither this Lease nor any interest therein or hereunder will be assigned, mortgaged, pledged, encumbered or otherwise transferred, and that neither the Leased Premises, nor any part thereof, will be sublet or encumbered in any manner by reason of any act or omission on the part of Tenant without the prior written consent of Landlord which can be withheld for any reason. Landlord acknowledges that Tenant intends to have a contractual arrangement with a certified operator of the business, which arrangement the parties agree shall not be considered a sublet or assignment of this Lease.

17. Default of Tenant. Tenant shall be deemed to be in default under this Lease upon occurrence of any of the following events: (a) any failure of Tenant to pay any rent, additional rent or other amount due hereunder due hereunder within ten (10) days after the same shall be due, or (b) any failure of Tenant to perform any other of the terms, conditions or covenants of this Lease for more than thirty (30) days after written notice of such default shall have been received by Tenant (unless such default requires work to be performed, acts to be done or conditions to be remedied which by their nature cannot be performed, done or remedied, as the case may be, within such thirty (30) day period and Tenant shall commence the same within such thirty (30) day period and thereafter shall continuously process the same to completion, in good faith), or (c) if Tenant shall abandon the Leased Premises, or suffer this Lease to be taken under any writ of execution.

18. Remedies Upon Default. Upon the occurrence of any of the events of default described in Section 17, Tenant shall be deemed to be in default of this Lease and Landlord may, at its option, without notice or demand of any kind to Tenant or any other person, have any one
or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Terminate this Lease, repossess the Leased Premises and be entitled to recover immediately, as liquidated agreed final damages, in lieu of any further deficiencies, the total Rent to be paid by Tenant during the balance of the Term of this Lease, less the fair rental value of the Leased Premises for said period, together with any other sum of money owed by Tenant to Landlord.

(b) Terminate Tenant’s right of possession and repossess the Leased Premises without demand or notice of any kind to Tenant and without terminating this Lease, in which case Landlord shall attempt to relet the Leased Premises for such rent and upon such terms as shall be satisfactory to Landlord. For the purposes of such reletting, Landlord may make such repairs, alterations, additions, or physical changes in or to the Leased Premises as may be necessary or convenient. If Landlord shall be unable to relet the Leased Premises, then Tenant shall pay to Landlord as damages the total Rent to be paid by Tenant during the balance of the Term of this Lease which shall be immediately due and payable from Tenant to Landlord upon demand. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time and that any suit or recovery of any portion due Landlord hereunder shall be no defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(c) Landlord’s rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law.

Upon reentry, Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant. Tenant shall pay upon demand all reasonable attorneys’ fees and expenses incurred by Landlord in enforcing any provision of this Lease.

20. Quiet Enjoyment. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant’s part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, however, to the terms and conditions of this Lease and to the right of reverter of the City of Kalamazoo and such other encumbrances as shown in the title commitment identified in Section 21.

21. Option to Purchase. Landlord grants to Tenant an option to purchase the Leased Premises, which shall not be severable from the other terms and conditions of this Lease and shall not survive the expiration or earlier termination of this Lease. This option to purchase shall be exercisable by written notice from Tenant to Landlord given at any time after the commencement of the Lease and shall terminate upon the expiration or termination of the Lease. The purchase price shall be $1,180,000, payable by cashier's check or wire transfer plus the payment of $250,000 to the City of Kalamazoo for the release of the right of reverter. This option shall be exercisable, only if Tenant is not in default under this Lease, at the time of exercise or closing. The exercise notice from Tenant shall be accompanied by a non-refundable $10,000 option fee to be applied to the purchase price at closing, otherwise retained by Landlord.
In addition thereto, Tenant shall not be permitted to make any alteration, addition or renovation to the Leased Premises if it involves removing any building or constructing a new building, unless prior to commencement of construction Tenant has exercised this option and closed on the purchase of the Leased Premises.

Upon exercise of this option and closing of the purchase, Landlord shall be permitted to leave the wind tunnel in place for six (6) months, but agrees to have it removed from the Leased Premises within six (6) months after the closing of such purchase. The Leased Premises shall be conveyed "as is" without any representation or warranty as to condition.

The closing shall take place within five (5) days after all the necessary closing documents have been prepared, but no later than thirty (30) days after the delivery of notice by Tenant that it has elected to exercise its option to purchase. At closing, Landlord shall convey to Tenant the Leased Premises by Warranty Deed, subject, however, to the City of Kalamazoo's right of reverter. As evidence of the title, Title Insurance Commitment No. 390434940CML issued by Chicago Title of Michigan, Inc., dated July 6, 2006, for a standard form owner's policy of title insurance in the full purchase price amount. Tenant acknowledges reviewing this title commitment and agrees that it is acceptable in all respects. Landlord agrees that prior to the exercise of the option it shall not cause to be placed any encumbrance on the Leased Premises except for the restrictive covenant described above.

Any survey of the Leased Premises shall be prepared by Tenant at its expense either before or after exercise of the option, but which shall not be a condition to closing the transaction.

Tenant shall pay all recording fees and all of its other closing costs. Landlord shall pay the Michigan real estate transfer tax applicable to the transaction, if any, and for the title policy. Each party shall execute and deliver such other documents as may be reasonably necessary to consummate the transfer of all of Landlord's right, title and interest in and to the Leased Premises to Tenant. Upon Tenant's exercise of the option, Tenant's obligation to close the purchase of the Leased Premises shall be without any conditions to closing.

22. Waiver. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Landlord to or of any act of Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

23. 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 address set forth below or to such other address as the parties may designate in writing.
24. **Construction.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship other than Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

25. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

26. **Holding Over.** Any holding over after the expiration of the term hereof, with or without the consent of Landlord, shall be construed to be a tenancy for month-to-month at the rents of $6,000 per month and shall otherwise be on the terms and conditions herein specified so far as applicable.

27. **Successors.** This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, guardians, heirs and legal representatives. If there is more than one Tenant, they shall each be bound jointly and severally by the terms, covenants and agreements herein.

28. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the amount required to be paid to Landlord by Tenant shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord’s right to recover the balance of such rent or to pursue any other remedy provided in this Lease.

29. **Entire Agreement and Amendment.** This Lease contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Lease may not be altered or modified except by a writing signed by Landlord and Tenant.
30. **Name of Tenant.** Tenant agrees to adopt and continuously use a name for itself and the business which is not confusingly similar to the names used by Landlord and which specifically does not use the name “Western Michigan” in any combination of words for a name.

31. **Effective Date.** This Agreement shall be deemed effective as of the date last executed by either party as set forth below.

32. **Academic Cooperation.** The parties acknowledge that this Lease is, in part, intended to enhance the competitive and economic environment of the City and County of Kalamazoo and the State of Michigan through a collaboration of the University with private sector entities, and at the same time strengthening the capabilities of the University or carry out its mission and to improve educational and other opportunities for its faculty and students. Accordingly, it is contemplated that the Landlord and Tenant (or Tenant’s principals or affiliates) will discuss and entertain mutual opportunities to fulfill the foregoing purpose from time to time as such opportunities arise.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused it to be effective as of the Effective Date.

Landlord: 

BOARD OF TRUSTEES OF WESTERN MICHIGAN UNIVERSITY

By: ____________________________

Its: ____________________________

Dated: September 29, 2006

Tenant: 

AZO, LLC

By: ____________________________

Its: ____________________________

Dated: September __, 2006
Emergency Exit Door Hardware With Local Alarm

Leased Space

Update: September 28, 2006
HONORARY DEGREE RECOMMENDATIONS

(Material to be provided)
GIFT REPORT

Background

This report includes activity for the period ending September 30, 2006. The year-to-date total gifts, pledges and deferred commitments for the current for the period ending September 30, 2006 were $5,139,386. Information regarding major gifts for July, August and September is provided.

Recommended Motion

It is recommended that this gift report including activity for the months of July, August and September be approved.
# Western Michigan University Foundation Gift Report

## WMU Foundation Gifts:

<table>
<thead>
<tr>
<th>Category</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$655,871</td>
<td>$1,570,486</td>
</tr>
<tr>
<td>Deferred (CRT's &amp; Gift Annuities @ Fair Market Value)</td>
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<td>$415,902</td>
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<tr>
<td>Non-Cash</td>
<td>$14,064</td>
<td>$139,222</td>
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**Subtotal - Gifts Received by WMU Foundation**

<table>
<thead>
<tr>
<th>Amount</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
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<tbody>
<tr>
<td>$669,935</td>
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<td>$2,125,610</td>
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<tr>
<td>$31,025</td>
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<td>$37,258</td>
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## Paper Technology Foundation Gifts

<table>
<thead>
<tr>
<th>Amount</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>$788,893</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Total Gifts

<table>
<thead>
<tr>
<th>Amount</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>$700,960</td>
<td></td>
<td>$2,162,868</td>
</tr>
</tbody>
</table>

## Pledges & Deferred Commitments (WMU Fdn. & Paper Tech. Fdn.)

<table>
<thead>
<tr>
<th>Pledges</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>$57,656</td>
<td></td>
<td>$273,518</td>
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</tbody>
</table>

**Deferred (Bequests & Life Insurance)**

<table>
<thead>
<tr>
<th>Amount</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td></td>
<td>$2,703,000</td>
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**Total Pledges & Deferred Commitments**

<table>
<thead>
<tr>
<th>Amount</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>$57,656</td>
<td></td>
<td>$2,976,518</td>
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</tbody>
</table>

## Total Gifts, Pledges & Deferred Commitments

<table>
<thead>
<tr>
<th>Amount</th>
<th>September 2006</th>
<th>Year-to-date 2006-07</th>
</tr>
</thead>
<tbody>
<tr>
<td>$758,616</td>
<td></td>
<td>$5,139,386</td>
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</tbody>
</table>

### Total Gifts Received (Year to Date)

<table>
<thead>
<tr>
<th>Gift Level</th>
<th>Amount Received</th>
<th>Number of Donors</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1 M +</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>$10K to $100K</td>
<td>$770,024</td>
<td>3</td>
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<tr>
<td>$25K to $100K</td>
<td>$378,522</td>
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<tr>
<td>$10K to $25K</td>
<td>$225,429</td>
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<tr>
<td>$1 to $10K</td>
<td>$788,893</td>
<td>5,567</td>
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<tr>
<td>TOTAL</td>
<td>$2,162,868</td>
<td>5,594</td>
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</tbody>
</table>
GIFTS & PLEDGES $10,000 AND OVER
July, August & September 2006

New Gifts July:

Anonymous Donor $12,650 Young Concert Artists Series
Wolverine Gas & Oil Company, Inc. 10,000 Geosciences Core Laboratory Facility

New Gifts August:

Chormann Family Foundation $30,000 Richard F. and Carolyn Curtis Chormann Scholarship
State of Michigan 17,240 Annual Fund at Western (WMU Logo License Plate Program)
Mr. Theron F. Hallock 25,000 Judy A. and Theron F. Hallock Educational Enhancement Award

New Gifts September:

Dennis W. Archer Foundation $50,000 Dennis W. Archer Foundation Scholarship
Anonymous Donor 138,000 School of Music for the Jazz Studies Program
John H. Kellogg Estate 10,000 John Harvey Kellogg Holistic Health Endowment
Family of Robert K. Robinson 10,000 Geosciences Core Laboratory Facility
Mr. and Mrs. Marvin Schoenhals 10,075 Neil L. and Leta C. Schoenhals Undergraduate Memorial Award
Mr. Richard A. Lenon 50,000 Unrestricted Fund at Western
State Farm Mutual Automobile Insurance Co. 3,000 State Farm Executive on Loan Fund
2,000 State Farm Minority Scholarship
6,000 College of Education Scholarship
26,000 State Farm Internships
13,000 State Farm Term Professorship of Financial Services
Dr. and Mrs. D. Terry Williams $10,000 D. Terry Williams Scholarship
New Pledges July:

Ms. Tracy H. Branson  
$5,000  Dwight B. Waldo Library for development
2,500  Irving S. Gilmore Foundation Fine Arts Equipment Endowment
1,250  WMUK-FM Radio Station
1,250  Mike Gary Athletic Fund

The Burdick-Thorne Foundation  
40,000  Mary Burdick Thorne and James A. Thorne Medallion Scholarship

Mr. Robert J. Long  
10,000  Geosciences Core Laboratory Facility

Mr. Randy Peyser  
10,000  Fort St. Joseph Project

Anonymous Donor  
25,000  Gold Company Excellence Fund

New Pledges August:

Kalamazoo Community Foundation  
$20,000  WMU Unified Clinics

New Pledges September:

Trendwell Energy Corporation  
$10,000  Geosciences Core Laboratory Facility

Anonymous Donor  
10,000  Geosciences Core Laboratory Facility

Deferred Gifts July:

Mr. Robert J. Buwalda  
$500,000  Bequest
(externally anonymous)

Mr. R. Jeffrey Cole  
650,000  Bequest
(externally anonymous)

Anonymous Donor  
30,000  Bequest

Mr. Michael E. Maattala  
100,000  Bequest
(externally anonymous)

Anonymous Donor  
18,000  Bequest

Anonymous Donor  
200,000  Bequest

Anonymous Donors  
100,000  Bequest

Anonymous Donors  
200,000  Bequest

Deferred Gifts August:

Mr. and Mrs. W. Michael Reed  
$900,000  Bequest

*Paper Technology Foundation, Inc. gifts.
# Western Michigan University Foundation
## 6 Year Gift Trend Analysis

<table>
<thead>
<tr>
<th></th>
<th>Current Fiscal Year</th>
<th>Prior Five Fiscal Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7/1/06-9/30/06</td>
<td>7/1/05-9/30/05</td>
</tr>
<tr>
<td><strong>WMU Foundation Cash Gifts:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alumni</td>
<td>$ 411,703</td>
<td>$ 361,589</td>
</tr>
<tr>
<td>Individual Friends</td>
<td>278,079</td>
<td>215,030</td>
</tr>
<tr>
<td>Corporations/Foundations/Other Organizations</td>
<td>870,704</td>
<td>798,619</td>
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<tr>
<td>Estate Gifts</td>
<td>10,000</td>
<td>77,907</td>
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<tr>
<td><strong>CURRENT CASH GIFTS</strong></td>
<td>$ 1,570,486</td>
<td>$ 1,453,145</td>
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<tr>
<td><strong>Deferred Gifts:</strong></td>
<td>415,902</td>
<td>-</td>
</tr>
<tr>
<td><strong>SUBTOTAL-CURRENT CASH &amp; DEFERRED GIFTS</strong></td>
<td>$ 1,986,388</td>
<td>$ 1,453,145</td>
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<tr>
<td><strong>Non-Cash Gifts:</strong></td>
<td>139,222</td>
<td>73,579</td>
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<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY WMU FOUNDATION</strong></td>
<td>$ 2,125,610</td>
<td>$ 1,526,724</td>
</tr>
<tr>
<td><strong>Paper Technology Foundation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Gifts:</td>
<td>36,058</td>
<td>11,425</td>
</tr>
<tr>
<td>Non-Cash Gifts:</td>
<td>1,200</td>
<td>-</td>
</tr>
<tr>
<td><strong>SUBTOTAL-GIFTS RECEIVED BY PAPER TECH. FDN.</strong></td>
<td>$ 37,258</td>
<td>$ 11,425</td>
</tr>
<tr>
<td><strong>Total Gifts</strong></td>
<td>$ 2,162,868</td>
<td>$ 1,538,149</td>
</tr>
</tbody>
</table>
Western Michigan University
Board of Trustees
Revised WMU Foundation Bylaws

Background Information

Since it was established in 1976, the Western Michigan University Foundation has consistently carried out its mission of providing support for the objectives, goals and mission of the University. In April 2005, the Foundation engaged the services of the Association of Governing Boards of Universities and Colleges (AGB) from Washington, D.C. to assist in evaluating its organizational structure for overall effectiveness by facilitating a Foundation Board Self-Study Workshop. Several recommendations emerged from the workshop to enhance the Foundation’s effectiveness.

On September 16, 2005, the WMU Board of Trustees approved the Foundation to move from a membership to a director-driven organization.

To continue effective governance, the Foundation finds it necessary to restructure its standing committees and update its statement of non discrimination. The Foundation approved the revisions on September 29, 2006.

The Board of Trustees has reserved final authority to adopt the bylaws of all Western Michigan University Foundations. We are seeking your authority to pursue the necessary bylaw changes for the Foundation.

Recommended Motion

It is recommended that the Board of Trustees approve the bylaws for Western Michigan University Foundation.
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 WMU 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 not be inconsistent with the purposes of Western Michigan University. The purpose or purposes of the Foundation are as follows:

The WMU Foundation shall operate as a charitable, nonprofit corporation exclusively for the benefit of the Michigan constitutional body corporate 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 subject 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 provide support for the objectives, goals, and mission of Western Michigan University Research Foundation (“WMURF”) in a manner that is consistent with the manner such support is provided to Western Michigan University by the Foundation.

7. 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.

**Article IV - Board of Directors**

1. *Composition.* The WMU Foundation board of directors shall consist of a maximum of thirty members and a minimum of eighteen elected members, elected to staggered three-year terms by the WMU Foundation board of directors upon nomination as provided in these bylaws. There also shall be a maximum of four designated members of the board of directors as hereinafter defined. All directors, whether elected directors or designated directors, shall have equal voting rights as directors and as members of any committee established pursuant to Article VI hereof.

2. *Nomination and election.* The president of Western Michigan University shall 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 eighteen and not more than thirty elected directors. The WMU Foundation board of directors or a committee designated by the WMU board of directors shall recommend persons for the WMU Foundation board of directors to the president of Western Michigan University. Election of a director or of a slate of directors shall take place by majority vote of the WMU Foundation board of directors.

3. *Term of office.* The standard term of each director shall be three years, concluding with the annual meeting of the board of directors 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 ten directors shall have terms ending with the annual meeting in 2006 and every three years thereafter; a maximum of ten directors shall have terms ending with the annual meeting in 2007 and every three years thereafter; and a maximum of ten directors shall have terms ending with the annual meeting in 2008 and every three years thereafter. There is no limit to the number of terms or consecutive terms a person 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.

4. *Resignation and removal from office.* Any director may resign by submitting a letter of resignation to the secretary of the WMU Foundation. Any director, other than designated directors, may be removed from office 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

WMU Foundation Bylaws
director of the WMU Foundation shall cease on termination of office, whether by completion of term, resignation, or removal from office.

5. *Filling unexpired terms.* Vacancies on the board of directors may be filled by the board of directors of the WMU 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 the board of directors of the WMU Foundation.

6. *Designated directors.* The president of Western Michigan University, the chair of the Western Michigan University Board of Trustees, or his/her designee, the executive director/secretary and the treasurer of the WMU Foundation shall be designated members of the board of directors of the WMU Foundation. Each person serving as a designated director shall serve as a director only so long as such person holds the corresponding position as officer or trustee of Western Michigan University, and if such person ceases to hold such position as an officer or trustee, for any reason, then such person shall cease to be a director of the WMU Foundation, and this director position shall be vacant until this person’s successor is appointed and shall assume the position as director.

7. *Power and authority.* The business, property, and affairs of the WMU Foundation shall be managed by the board of directors, except as otherwise provided in the Michigan Nonprofit Corporation Act, the Articles of Incorporation or the bylaws. The board of directors shall have full power and authority to manage the business of the WMU Foundation in a manner that is not inconsistent with the laws of Michigan, the articles of incorporation, these bylaws and the policies, procedures and practices of Western Michigan University. The WMU 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. In the management and control of property, business and affairs of the WMU Foundation, the board of directors is vested with all of the powers possessed by the WMU Foundation itself so far as this delegation of authority is consistent with the laws of the State of Michigan, the articles of incorporation, these bylaws and the policies, procedures and practices of Western Michigan University.

8. *Meetings of the board of directors.* There shall be an annual meeting of the board of directors at such time and place as shall be established by the board of directors or by the president of the WMU Foundation, subject to the concurrence of the president of Western Michigan University, for purposes of electing directors and appointing officers and for such other purposes as shall properly come before the meeting. Regular meetings of the board of directors shall be as established by the board of directors of the WMU Foundation. Other meetings of the board of directors of the WMU Foundation may be called by the president of the WMU 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 regular 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 regular meeting of the board of directors during the second six months of the fiscal year (January 1 through June 30). Written notice shall be sent to each
director at five (5) days prior to the date of any meeting. The secretary of the WMU 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, all meetings of the board of directors will be held on or adjacent to the campus of Western Michigan University in Kalamazoo, Michigan.

9. 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 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 in writing by all members of the board of directors within one year of the date of the meeting.

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

11. 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 the WMU Foundation. Persons vested with emeriti status shall not be prohibited from future service as an officer or director of the WMU Foundation and shall not relinquish their emeriti status by virtue of any such future service. The board of directors or a committee designated by the board of directors of the WMU Foundation shall be responsible for determining the practices and procedures regarding the conferring of emeriti status, subject to review and approval by the WMU Foundation’s board of directors.

Article V - Officers

1. Officers. The officers of the WMU Foundation shall be the president of the WMU Foundation, the vice president or vice presidents of the WMU Foundation, the chairs of the standing committees, the executive director/secretary and the treasurer. The president, vice president(s) and chairs of the standing committees of the WMU Foundation shall be nominated for election by the WMU Foundation’s committee on directors in accordance with the provisions of Article VI, Section 9. Such officers shall be elected at the annual meeting of the board of directors. Other officers shall be appointed or designated as provided in these bylaws. All officers shall hold office until the next annual meeting of the board of directors of the WMU Foundation or when their successors are duly elected and qualified or until their resignation, removal or disqualification.

2. Qualifications. The president and vice president(s) of the WMU Foundation and the chairs of the standing committees must be selected from among the directors of the WMU Foundation. The executive director/secretary and the treasurer shall be selected as provided herein. The president of Western Michigan University 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 WMU 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. Each person who is an officer due to the person's position at Western Michigan University shall serve as an officer only so long as such person holds the corresponding position as officer of Western Michigan University, and if such person ceases to hold such position as an officer, for any reason, then such person shall cease to be an officer of the WMU Foundation, that this officer position shall be vacant until this person's successor is appointed and shall assume the position as officer. There shall be no other restrictions, limitations, or qualifications for officers except as may be specified in these bylaws.

3. **President.** The president of the WMU Foundation shall serve as chair of the board of directors and as chair of the executive committee. The president of the WMU Foundation shall be a member of the executive committee and the committee on directors and shall be permitted to attend meetings of all other standing and special committees. The president 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.

4. **Vice President(s).** The vice president(s) of the WMU Foundation shall perform the duties of the president of the WMU Foundation and shall act as president of the WMU Foundation in the absence or disability of the president. The vice president(s) shall have such other powers and shall discharge such other duties as may be assigned from time to time by the president of the WMU Foundation or by the board of directors. There shall be no less than one and no more than three vice president(s) of the WMU Foundation, the number of which is at the sole discretion of the board of directors.

5. **Executive Director.** There shall be an executive director of the WMU Foundation who shall only be such person who is then serving as the Vice President for Development (or equivalent position) of Western Michigan University. The executive director of the WMU Foundation is the chief executive officer of the WMU Foundation and shall have general and active management of the business of the WMU Foundation and shall see that all orders and resolutions of the board of directors of the WMU Foundation and of the executive committee are carried into effect. The executive director of the WMU Foundation shall be a member of the executive committee and of all other standing and special committees except for the audit committee. 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 of the WMU Foundation shall be considered to be the manager of the WMU Foundation. The executive director of the WMU 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 of the WMU Foundation.
6. Secretary. The executive director of the WMU Foundation shall also serve as the secretary of the WMU Foundation and shall record all votes and the minutes of all proceedings of the board of directors, and of all standing and special committees of the WMU 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 WMU Foundation meeting minutes, of these bylaws, of the articles of incorporation, and of all other legal documents of the WMU 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 any officer of the WMU Foundation or other duly authorized persons. The secretary shall give, or cause to be given, notice of all meetings of the board of directors, and of all standing or special committees of the WMU Foundation. 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 president or board of directors of the WMU Foundation.

7. Treasurer. The treasurer of the WMU Foundation shall only 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 WMU 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 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 WMU Foundation, and shall, when and as required by the president of the WMU Foundation, render a statement of the financial condition of the WMU Foundation. The treasurer shall be bonded. The treasurer of the WMU Foundation shall be a member of the executive committee, the finance committee, the investment committee and the real estate committee of the WMU 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 president or board of directors of the WMU Foundation.

8. Other Officers. The board of directors may appoint an assistant treasurer and/or an assistant secretary, who must be employees of Western Michigan University, 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 of the WMU Foundation.

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. Elections to fill vacancies shall be held as soon as reasonably practicable following the occurrence of the vacancy.

Article VI - Committees

1. Standing committees. The standing committees of the WMU Foundation shall be: executive committee, audit committee, finance committee, investment committee, real estate committee and committee on directors. The president of the WMU Foundation shall serve as chair of the executive committee. The chairs of the audit, finance, investment and real estate committees, and the committee on directors shall be officers of the WMU Foundation and shall be elected by the board of directors as set forth in Article V.

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

3. Qualification, appointment, and terms of committees. Except as otherwise provided in these bylaws, the chairs of the standing committees shall select and appoint the members of their respective committees with the concurrence of the board of directors, except for the committee on directors, whose members shall be appointed by the president of the WMU Foundation with the concurrence of the board of directors and the concurrence of the president of Western Michigan University. The secretary of the WMU 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. 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 of the WMU 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. Each committee shall have no fewer than three (3) members; provided, however, that a committee shall be permitted to continue performance of its duties and to take all necessary actions, notwithstanding a vacancy which gives it fewer than three (3) members, subject to satisfaction of the quorum requirement in Section 11. Except with respect to the executive committee and the audit committee, which shall be made up exclusively of persons who are directors of the WMU Foundation, membership on a committee shall be open to directors and non-directors.

4. Executive Committee. The board of directors shall appoint an executive committee consisting of the president of the WMU Foundation, the vice president(s) of the WMU Foundation, the chairs of the audit, finance, investment, and real estate committees and the committee on directors, and such other elected directors as shall be appointed by the board of directors. The executive committee shall consist of no less than ten members. The president of the WMU Foundation shall serve as the chair of the executive
committee. The president of Western Michigan University shall be a member of the executive committee. Except to the extent limited by the Michigan Nonprofit Corporation Act, the articles of incorporation, these bylaws or resolutions of the board of directors, the executive committee shall exercise the authority of the board of directors in the management of the WMU 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 of the WMU Foundation or upon the call of the executive director of the WMU Foundation or upon the call of the president of Western Michigan University.

5. **Audit Committee.** Responsibilities of the committee shall include oversight of the integrity of the financial statements of the WMU Foundation and the qualifications, performance and independence of the WMU Foundation's independent auditor and such additional responsibilities as may be assigned by the president of the WMU Foundation or the board of directors.

6. **Finance Committee.** Responsibilities of the committee shall include oversight of significant financial policies and practices of the WMU Foundation and such additional responsibilities as may be assigned by the president of the WMU Foundation or the board of directors.

7. **Investment Committee.** Responsibilities of the committee shall include supervisory authority over the investment of the assets of the WMU Foundation, other than real estate directly purchased or directly owned by the WMU Foundation, and the proper accounting of all such assets and such additional responsibilities as may be assigned by the president of the WMU Foundation or the board of directors.

8. **Real Estate Committee.** Responsibilities of the committee shall include supervisory authority over the real estate owned or controlled by the WMU Foundation and the establishment of appropriate practices and policies for real estate transactions and real estate related matters involving the WMU Foundation and such additional responsibilities as may be assigned by the president of the WMU Foundation or the board of directors.

9. **Committee on Directors.** Responsibilities of the committee shall be to develop and recommend strategies, policies and practices that attract, orient, train, organize, motivate and assess performance of the board, committees and officers. Responsibilities of the committee shall also include making recommendations to the president of Western Michigan University for persons to serve on the WMU Foundation board of the directors, the nomination of candidates for the offices of president and vice president and for chairs of the standing committees of the WMU Foundation in accordance with these bylaws, subject to the advice and consent of the president of Western Michigan University; *provided, however*, the chair of the committee on directors shall be nominated by the president of the WMU Foundation, subject to the advice and consent of the president of Western Michigan University. The committee shall have such additional responsibilities as may be assigned by the president of the WMU Foundation or the board of directors.
10. **Committee meetings.** Meetings of the standing and special committees of the WMU Foundation may be called by the president of the WMU 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. The secretary of the WMU 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 WMU 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.

11. **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 VII - 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 and other instruments may be entered into and delivered in the name of or on behalf of the WMU Foundation by any two of the following officers: the executive director, the treasurer, the assistant treasurer, if any, and the president of the WMU 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 executive director or the treasurer or the assistant treasurer, if any, of the WMU 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 WMU 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, Nondirector Volunteers.** The liability of directors, officers, and nondirector volunteers of the WMU Foundation shall be limited as provided in the articles of incorporation and to the maximum extent otherwise permitted by law.

8. **Indemnification of directors and officers.** The WMU Foundation shall indemnify any director, officer, member, or nondirector volunteer of the WMU 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 WMU Foundation) by reason of the fact that he or she is or was a director, officer, member, or nondirector volunteer of the WMU 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 WMU 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 WMU Foundation shall purchase and maintain insurance on behalf of any person who is a director, officer, employee, agent, or nondirector volunteer of the WMU 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.

10. **Associated and related entities.** The Board of Trustees of Western Michigan University shall have the right to establish, merge, or dissolve the WMU Foundation or any associated and related entities.

**Article VIII - Statement of Nondiscrimination**

The WMU Foundation prohibits discrimination or harassment which violates the law or which constitutes inappropriate or unprofessional limitation of WMU Foundation activities or transactions on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, protected disability, veteran status, height, weight, or marital status.
Article IX - 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 directors, or officers of the WMU Foundation. Upon dissolution and settlement of all outstanding debts of the WMU 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 which is tax-exempt under §501(c)(3) of the Internal Revenue Code and whose purposes and goals are consistent with the purposes and goals of Western Michigan University.

Article X - 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. Bylaw amendments must be ratified by the Western Michigan University Board of Trustees, before or after approval by the WMU Foundation directors, and shall have no effect until so ratified.

Amended by the WMU Foundation Board of Directors on September 29, 2006.

Ratified by the WMU Board of Trustees on ______________, 2006.
Background Information

In February of 1998, the Seelye family established an endowed scholarship to benefit a deserving student-athlete at Western Michigan University. The Seelye family wished to support the Athletic programs at Western Michigan University and honor a student-athlete who would exhibit leadership qualities, and be a committed student and dedicated athlete. To accomplish this goal, the family required very specific criteria to be satisfied. Since the inception of the scholarship, the Athletic Department has been unable to award the scholarship and access the available funds in the endowment because of the limited number of students who meet the criteria. Therefore, the Seelye family supports modifying the criteria so that the scholarship may be more easily awarded and assist a deserving student-athlete as originally intended.

Only some of the original family members are still living so the Declaration of Intention may not be amended. Instead, any changes must be effectuated through action by the Board of Trustees as allowed when the original donor’s intent cannot be honored. After working with the Athletic Department and the Development Office to determine the most effective criteria with which the scholarship may be awarded and continue to honor the original intent of the fund, it is proposed that the criteria for the scholarship be modified.

Resolution

It is recommended that the criteria to award the Donald “J” Seelye Endowed Scholarship Fund for Athletics be changed to read as follows:

1. The scholarship shall be known as the Donald “J” Seelye Endowed Scholarship Fund for Athletics.
2. The scholarship shall be awarded as allowable by National Collegiate Athletic Association rules and regulations.
3. At least two scholarships shall be awarded to student-athletes who are enrolled full time at Western Michigan University.
4. Preference shall be given to a student-athlete from Southwest Michigan, then to a resident of the state of Michigan.
5. The recipients must maintain at least a 2.0 grade point average to renew the scholarship.
6. The scholarship may be renewable for up to a maximum of four consecutive academic years.
7. The scholarship Selection Committee will be comprised of the Athletic Director or his/her designee and selected appropriate University faculty and staff. After the selections are made, the donor family shall be informed of the names, addresses and phone numbers of the recipients.
8. One half of the award shall be applied to the recipients’ accounts for the costs of WMU education during the first semester/session and one half during the second semester/session.
9. The Office of the Athletic Director shall promote and publicize the scholarship opportunity among prospective WMU student-athletes.
October 6, 2006

Mr. Bud Bender
Vice President for Development
Western Michigan University
1903 West Michigan Avenue
Kalamazoo, MI 49880-5403

Dear Bud:

In February of 1998, the Seelye family initiated the process to endow a scholarship in our family's name to benefit a deserving student-athlete at Western Michigan University. The Seelye family wished to support the Athletic programs at Western Michigan University and honor a student-athlete who would represent our family by exhibiting leadership qualities, be a committed student, and a dedicated athlete. Since the inception of the scholarship, it has been brought to our attention that the Athletic Department has not been able to award the scholarship and access the available funds in the endowment because of the restrictive awarding criteria. We understand that we are unable to modify the declaration of intention because one of the individuals who established the endowment and its governing criteria is deceased. We also understand that the Board of Trustees reserves the right to modify the use of an endowment when its original intent is unable to be honored. We would be supportive of the Board if they expanded the endowment's criteria to provide for the following:

1. The scholarship may be awarded to a student-athlete(s) in good academic standing regardless of class year.

2. Preference should be given to a student-athlete from Southwest Michigan, then to a resident of the state of Michigan.

3. The scholarship shall be awarded as allowable by National Collegiate Athletic Association rules and regulations.

4. Financial need is no longer applicable.

Thank you for your attention to this matter. Please feel free to contact either one of us with any questions or concerns.

Sincerely,

Michael Seelye
Patrick Seelye
WESTERN MICHIGAN UNIVERSITY
DECLARATION OF INTENTION

FOR: DONALD “J” SEELYE ENDOWED SCHOLARSHIP FUND FOR ATHLETICS

WHEREAS, the family of Donald J. Seelye and others intend to make current and/or future cash gifts to WESTERN MICHIGAN UNIVERSITY for the purpose of establishing a permanent endowment fund in the Department of Intercollegiate Athletics;

NOW THEREFORE, in consideration of the above charitable gift, WESTERN MICHIGAN UNIVERSITY executes this Declaration of Intention which supersedes any and all previous Declarations of Intention made between the University and the family of Donald J. Seelye regarding this matter;

This endowment fund shall be a true endowment with the corpus being held in perpetuity.

The scholarship shall be governed according to the following criteria:

1. The scholarship shall be known as the DONALD “J” SEELYE ENDOWED SCHOLARSHIP FUND FOR ATHLETICS.

2. At least two scholarships shall be awarded to incoming freshmen student athletes who are enrolled full time at Western Michigan University.

3. The scholarship award shall be based on financial need.

4. The recipients will need to maintain at least a 2.00 grade point average to renew the scholarship.

5. The scholarship is renewable for up to a maximum of four (4) consecutive academic years.

6. The Scholarship Selection Committee shall be comprised of the Athletic Director or his/her designee and selected appropriate University faculty and staff. After the selections are made, the donor family shall be informed of the names, addresses, and phone numbers of the recipients.
7. One-half of the award shall be made during the first semester/session enrollment and one-half during the second semester/session.

8. Recipients will be residents of southwest Michigan.

9. The award shall be credited directly to the recipient's WMU student account and shall be available for the costs of education at WMU.

10. The Office of the Athletic Director shall promote and publicize the scholarship opportunity among incoming freshman student athletes.

In addition to the above qualifications, the following conditions for maintaining the fund are agreed upon by the donors and Western Michigan University:

1. The fund shall be used for the stated purposes and under the stated conditions as long as these conditions endure at Western Michigan University. If the conditions no longer are in force, the Western Michigan University Board of Trustees shall have the power to determine how the funds shall be used, keeping in mind the intention of the donors.

2. It is understood that additional contributions to the endowment may be received at any time from individuals and entities other than the primary donors. The fund may be commingled with other similar contributions as long as the donors' identity is maintained and the conditions set forth herein are honored.

The statements above are made and the within Declaration of Intention executed for the purpose of guiding the present or any future Board of Trustees of Western Michigan University in seeing to it that the intention of the donors is carried out, and for the purpose of indicating that the University, as recipient of the funds from the charitable gift(s), assumes a moral obligation to honor the stated intention of the donors.

The fund passing to Western Michigan University under the terms of this document may be turned over to the Western Michigan University Foundation for its administration according to the terms and conditions contained herein.
DATED: 2-26, 1998

Approved as to form and content:

Jane Seelye

Mike Seelye

Patrick Seelye

WESTERN MICHIGAN UNIVERSITY

BY:

Robert M. Beam, Vice President
for Business and Finance

WESTERN MICHIGAN UNIVERSITY FOUNDATION

BY:

Keith A. Pretty, President
Grant Report

Background

June 2006

The grant report for the month of June 2006 concludes the reporting for the fiscal year 2005-2006. The total for the month of June 2006 was $1,050,591.25. The fiscal year-to-date total is $38,946,093.56.

Awards by Category

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Total for June 2006 $1,050,591.25

July to September 2006

The grant report for the months of July, August, and September 2006 indicates a total of $14,190,636.46 in externally funded awards. Of the total, July awards amounted to $4,937,839.00 or 35 percent, August awards amounted to $2,159,643.04 or 15 percent, and September awards amounted to $7,093,154.42 or 50 percent. The year-to-date total is $14,190,636.46.

Awards by Category

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Total for July, August, and September 2006 $14,190,636.46

Recommended Motion

It is recommended that the grant reports for June, July, August, and September 2006 be approved.
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<td>To evaluate the effectiveness of three evidence based interventions for major depressive disorder (Supplemental)</td>
<td>Kalamazoo Community Mental Health Services</td>
<td>Dr. Charles R Spates Psychology</td>
<td>$124,384.00</td>
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<td>To improve the current understanding of the ionization balance and line emission of cosmic plasmas (Non-Competing Continuation)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Thomas W Gorczyca Physics</td>
<td>$110,000.00</td>
<td>6/12/2006</td>
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<td>To conduct research and provide testing services in specialized areas of paper science engineering in association with industry (Continuation)</td>
<td>Various Industries</td>
<td>Ms. Jan Walter Auxiliary Enterprises</td>
<td>$98,837.94</td>
<td>6/30/2006</td>
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<td>To continue monitoring the Allegan Shore bluff area for ongoing or mass movements, and develop an understanding of the movements that occur (New)</td>
<td>U.S. Department of Defense</td>
<td>Dr. Ronald B Chase Dr. Alan Kehew Geosciences</td>
<td>$80,000.00</td>
<td>6/21/2006</td>
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<td>To support U.S. and Serbian scientists to conduct collaborative research and training activities that address research and risk assessment of transgenic crops (Supplemental)</td>
<td>U.S. Department of Agriculture</td>
<td>Dr. Hector Quemada Biological Sciences</td>
<td>$76,329.00</td>
<td>6/19/2006</td>
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<td>To provide a quantitative and qualitative analysis on which public schools do Hawaiian students exhibit the highest achievement levels (New)</td>
<td>Kamehameha Schools</td>
<td>Mr. Chris L Coryn The Evaluation Center</td>
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<td>To conduct research and provide testing services in specialized areas of paper coating in association with industry (Continuation)</td>
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<td>To research the effectiveness of a professional development model on improving the teaching and learning of math within grades 6-12 classrooms (New)</td>
<td>Michigan Department of Education</td>
<td>Dr. Ruth Ann Meyer Mathematics</td>
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<td>To build and refine the geological sequestration framework of the Midwest Region through mapping and evaluation of targeted potential geological reservoirs and seals (Supplemental)</td>
<td>Battelle Memorial Institute</td>
<td>Dr. David A Barnes</td>
<td>$50,000.00</td>
<td>6/12/2006</td>
</tr>
<tr>
<td>To conduct research and provide testing services in specialized areas of printing, papermaking, and inks in association with industry (Continuation)</td>
<td>Various Industries</td>
<td>Ms. Jan Walter Auxiliary Enterprises</td>
<td>$42,917.30</td>
<td>6/30/2006</td>
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<tr>
<td>To study how nano-pigments improve the barrier properties of paper coatings (Non-Competing Continuation)</td>
<td>Mead Westvaco, Inc.</td>
<td>Dr. Margaret Joyce</td>
<td>$25,000.00</td>
<td>6/23/2006</td>
</tr>
<tr>
<td>To develop and conduct a comprehensive evaluation of the summer school programs at the Kamehameha Schools' Hawaii and Maui campuses (New)</td>
<td>Kamehameha Schools</td>
<td>Dr. Gary J Miron</td>
<td>$24,916.00</td>
<td>6/14/2006</td>
</tr>
</tbody>
</table>
Western Michigan University Grants Awarded

**Research**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>To design species-specific probes for the two best markers for incorporation into current microarray (New)</td>
<td>Portland State University</td>
<td>Dr. Maarten Vonhof, Biological Sciences</td>
<td>$14,454.00</td>
<td>6/29/2006</td>
</tr>
<tr>
<td>To interpret the land forms and stratigraphy in the Saginaw lobe of the Laurentide Ice Sheet by mapping two quadrangles of the area which contain complex glacial features (New)</td>
<td>U.S. Geological Survey</td>
<td>Dr. Alan Kehew, Geosciences</td>
<td>$10,993.00</td>
<td>6/1/2006</td>
</tr>
<tr>
<td>To conduct a meta evaluation of the new Swift Worksite Assessment and Translation framework for identifying promising worksite health promotion programs (Supplemental)</td>
<td>Centers for Disease Control and Prevention</td>
<td>Dr. Carl E Hanssen, The Evaluation Center</td>
<td>$8,500.00</td>
<td>6/16/2006</td>
</tr>
<tr>
<td>To provide statistical and computational consultation, statistical software development, statistical methodology development, statistical analyses, and consultation for Innovative Analytics Inc. (Supplemental)</td>
<td>Innovative Analytics</td>
<td>Dr. Joseph W McKean, Statistics, Dr. John A Kapenga, Computer Science</td>
<td>$4,718.50</td>
<td>6/9/2006</td>
</tr>
<tr>
<td>To convene a complete FAS diagnostic clinic, to use and promote the use of the FAS prescreening and screening tools to identify possible cases of FAS, and to develop and maintain an advisory coalition and establish a family support network (Supplemental)</td>
<td>Michigan Department of Community Health</td>
<td>Dr. James A Henry, Unified Clinics</td>
<td>$4,100.00</td>
<td>6/14/2006</td>
</tr>
<tr>
<td>To analyze structural and stratigraphic controls on dolomite formation and distribution in the Michigan Basin (Supplemental)</td>
<td>U.S. Department of Energy</td>
<td>Dr. G Michael Grammer, Dr. David A Barnes, Geosciences</td>
<td>$4,000.00</td>
<td>6/22/2006</td>
</tr>
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</table>
### Western Michigan University Grants Awarded

#### Research

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<thead>
<tr>
<th>Description</th>
<th>Sponsor</th>
<th>Director</th>
<th>Amount</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>To perform a wear test on a pin-on-disk fixture following industry test protocols for various carbon and glass composite coupons (New)</td>
<td>KaZaK Composites, Inc.</td>
<td>Dr. John A Patten</td>
<td>$2,000.00</td>
<td>6/12/2006</td>
</tr>
<tr>
<td>To advise the Center for Assistive Special Technology (CAST) in developing and implementing national centers for implementing the new National Instructional Materials Accessibility Standards (NIMAS) (New)</td>
<td>American Foundation for the Blind</td>
<td>Dr. Robert Shawn Wall Emerson</td>
<td>$1,800.00</td>
<td>6/28/2006</td>
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</table>

**TOTAL RESEARCH $864,409.25**

#### Public Service

<table>
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<th>Description</th>
<th>Sponsor</th>
<th>Director</th>
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<th>Date</th>
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</thead>
<tbody>
<tr>
<td>To supplement and extend work focusing on teacher professional development at East Toledo Junior High School regarding educational technologies (New)</td>
<td>National Council for Community and Education Partnerships</td>
<td>Dr. Joseph Kretovics</td>
<td>$50,000.00</td>
<td>6/22/2006</td>
</tr>
<tr>
<td>To enhance southwest Michigan teachers' writing craft and teaching skills, enabling professional development programs in their own/other school districts (Non-Competing Continuation)</td>
<td>National Writing Project Corporation</td>
<td>Dr. Ellen H Brinkley</td>
<td>$45,000.00</td>
<td>6/15/2006</td>
</tr>
</tbody>
</table>

**TOTAL PUBLIC SERVICE $95,000.00**
### Western Michigan University Grants Awarded

#### Academic Support

**To increase the understanding and expertise about South Asia and China for present and future business leaders, educators, and students in enhancing exports to and balancing sourcing needs from these two regions (Non-Competing Continuation)**

- **SPONSOR**: U.S. Department of Education
- **DIRECTOR**: Dr. Zahir A Quraeshi, Marketing
- **AMOUNT**: $83,682.00
- **DATE**: 6/23/2006

**To support undergraduate and graduate fellowship programs in geoscience and electrical engineering (New)**

- **SPONSOR**: Michigan Space Grant Consortium
- **DIRECTOR**: Dr. Frank L Severance, Electrical and Computer Engineering
- **AMOUNT**: $7,500.00
- **DATE**: 6/19/2006

**TOTAL ACADEMIC SUPPORT**

$91,182.00

**TOTAL WESTERN MICHIGAN UNIVERSITY GRANTS AWARDED**

$1,050,591.25
# Western Michigan University Grants Awarded

## July 2006 to September 2006

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
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<th>AMOUNT</th>
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<tr>
<td><strong>Instruction</strong></td>
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<tr>
<td>To prepare 76 individuals as Teachers of Children with Visual Impairments, Orientation and Mobility Specialists (Non-Competing Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. Annette C Skellenger&lt;br&gt;Blindness and Low Vision Studies</td>
<td>$249,026.00</td>
<td>7/5/2006</td>
</tr>
<tr>
<td>To prepare adapted physical education teachers with master's degree and state approvals (Non-Competing Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. Debra S Berkey&lt;br&gt;Dr. Jiabei Zhang&lt;br&gt;Health, Physical Education and Recreation</td>
<td>$173,299.00</td>
<td>8/29/2006</td>
</tr>
<tr>
<td>To fund Rehabilitation Counseling Teacher student training while building partnerships with State and Federal vocational rehabilitation agencies (Non-Competing Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. Jennipher Wiebold&lt;br&gt;Blindness and Low Vision Studies</td>
<td>$149,755.00</td>
<td>7/14/2006</td>
</tr>
<tr>
<td>To prepare orientation and mobility specialists to serve working-age adults (Non-Competing Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. David A Guth&lt;br&gt;Blindness and Low Vision Studies</td>
<td>$99,738.00</td>
<td>8/16/2006</td>
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<tr>
<td>To prepare rehabilitation teachers to serve working-age adults (Non-Competing Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. Susan V Ponzchilla&lt;br&gt;Blindness and Low Vision Studies</td>
<td>$99,730.00</td>
<td>8/23/2006</td>
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**TOTAL INSTRUCTION** $771,548.00
### Western Michigan University Grants Awarded

#### Research

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</thead>
<tbody>
<tr>
<td>To provide early literacy professional development for Battle Creek Head Start (New)</td>
<td>U.S. Department of Education</td>
<td>Dr. Esther Newlin-Haus</td>
<td>$3,404,136.00</td>
<td>9/26/2006</td>
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<tr>
<td></td>
<td>College of Education</td>
<td>Dr. Karen F Thomas</td>
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<td></td>
<td>Special Education and Literacy Studies</td>
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<tr>
<td>To improve academic achievement for students with the goal of increasing the number of students who matriculate and complete post-secondary education, in partnership with other MERC organizations (Non-Competing Continuation)</td>
<td>U.S. Department of Education</td>
<td>Dr. Joseph Kretovics</td>
<td>$2,749,600.00</td>
<td>7/27/2006</td>
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<td></td>
<td>College of Education</td>
<td>Dr. Walter L Burt</td>
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<td></td>
<td>Educational Leadership, Research and Technology</td>
<td>Dr. Becky M Kirschner</td>
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<td></td>
<td>Teaching, Learning and Educational Studies</td>
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<tr>
<td>To develop, field test, and bring to publication a revision of the four-year high-school mathematics curriculum (Non-Competing Continuation)</td>
<td>National Science Foundation</td>
<td>Dr. Christian R Hirsch</td>
<td>$978,373.00</td>
<td>7/10/2006</td>
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<td>Mathematics</td>
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<tr>
<td>To remodel and equip the Michigan Geological Repository for Research and Education for expanded research, teaching and outreach initiatives (New)</td>
<td>U.S. Department of Energy</td>
<td>Dr. G Michael Grammer</td>
<td>$577,000.00</td>
<td>9/8/2006</td>
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<td></td>
<td>Dr. William B Harrison III</td>
<td>Dr. Mohamed Sultan</td>
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<td></td>
<td>Geosciences</td>
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<tr>
<td>To build on research in nanosensors for chemical, biological, and radiological agents of terror (New)</td>
<td>Altair Nanotechnologies, Inc.</td>
<td>Dr. Subra Muralidharan</td>
<td>$500,000.00</td>
<td>9/6/2006</td>
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<td></td>
<td>Chemistry</td>
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### Western Michigan University Grants Awarded

**Research**

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</thead>
</table>
| To examine middle school-aged children's identification with specific character attributes of scientists portrayed in television programs (New) | National Science Foundation                  | Dr. Jocelyn D Steinke  
Communication  
Dr. Nancy B Mansberger  
Teaching, Learning and Educational Studies | $498,354.00 | 8/17/2006 |
| To work with 16 schools in four Michigan urban school districts on data-driven instructional leadership to improve student academic achievement (Non-Competing Continuation) | The Wallace Foundation                        | Dr. Jianping Shen  
Teaching, Learning and Educational Studies  
Dr. Van Edwin Cooley  
Educational Leadership, Research and Technology | $425,000.00 | 7/28/2006 |
| To increase retention and graduation rates in science, technology, engineering and mathematics by developing support structures and learning communities among students entering these disciplines (Supplemental) | National Science Foundation                  | Dr. Edmund Tsang  
College of Engineering and Applied Sciences  
Dr. William W Cobern  
Biological Sciences  
Dr. Leonard C Ginsberg  
Vice President for Research | $413,714.00 | 9/26/2006 |
| To develop, field test, and bring to publication a revision of the four-year high-school mathematics curriculum (Supplemental) | National Science Foundation                  | Dr. Christian R Hirsch  
Mathematics | $400,000.00 | 9/22/2006 |
| To test the generalization of the model of conversational trade-off choices in augmentative and alternative communication (Non-Competing Continuation) | U.S. Department of Health and Human Services  | Dr. Janice L Bedrosian  
Speech Pathology and Audiology | $325,823.00 | 8/1/2006 |
<table>
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<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>\textit{To use university research experiences to increase the number of underrepresented minority community college students to enter biomedical or behavioral research careers (Renewal)}</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Gyula Ficsor Biological Sciences</td>
<td>$210,782.00</td>
<td>9/18/2006</td>
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<tr>
<td>\textit{To evaluate the effectiveness of three evidence based interventions for major depressive disorder (Non-Competing Continuation)}</td>
<td>Kalamazoo Community Mental Health Services</td>
<td>Dr. Charles R Spates Psychology</td>
<td>$151,884.00</td>
<td>9/1/2006</td>
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<tr>
<td>\textit{To examine the ethical questions that arise from aspects of nanotechnological human enhancement (New)}</td>
<td>National Science Foundation</td>
<td>Dr. Fritz Allhoff Philosophy</td>
<td>$134,936.00</td>
<td>9/18/2006</td>
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<tr>
<td>\textit{To prepare an edition of documents created during the expeditition of Alvar Nunex Cabeza de Vaca up the Paraguay River to the Pantanal (New)}</td>
<td>National Endowment for the Humanities</td>
<td>Dr. Catherine Julien History Dr. Pablo M Pastrana-Perez Foreign Languages and Literatures</td>
<td>$99,986.00</td>
<td>8/9/2006</td>
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<tr>
<td>\textit{To create a digital edition of Cambridge, Pembroke College Ms 25 (an eleventh century Latin manuscript) (New)}</td>
<td>National Endowment for the Humanities</td>
<td>Dr. Paul E Szarmach Medieval Institute</td>
<td>$99,930.00</td>
<td>8/9/2006</td>
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<tr>
<td>\textit{To bring fundamental changes to the teaching practices used in STEM courses in higher education. (New)}</td>
<td>National Science Foundation</td>
<td>Dr. Charles R Henderson Mallinson Institute for Science Studies</td>
<td>$97,011.00</td>
<td>9/6/2006</td>
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## Western Michigan University Grants Awarded

### Research

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<tr>
<td>To conduct research and provide testing services in specialized areas of paper coating in association with industry (Continuation)</td>
<td>Various Industries</td>
<td>Ms. Jan Walter Auxiliary Enterprises</td>
<td>$79,836.05</td>
<td>9/30/2006</td>
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<tr>
<td>To establish a suite of imaging and photogrammetric Matlab functions in support of ongoing NASA Aerospace Optical Measurements (New)</td>
<td>National Institute of Aerospace</td>
<td>Dr. Tianshu Liu Mechanical and Aeronautical Engineering</td>
<td>$79,085.00</td>
<td>7/24/2006</td>
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<tr>
<td>To study experimental measurements of UO2(am) solubility in the presence of dissolved organic acids (New)</td>
<td>National Science Foundation</td>
<td>Dr. Johnson Haas Geosciences</td>
<td>$77,848.00</td>
<td>8/31/2006</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 (Continuation)</td>
<td>Various Industries</td>
<td>Ms. Jan Walter Auxiliary Enterprises</td>
<td>$55,726.25</td>
<td>9/30/2006</td>
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<tr>
<td>To assess the PPARy-sparing activity of a series of compounds (New)</td>
<td>Metabolic Solutions Development, Inc.</td>
<td>Dr. Susan R Stapleton Chemistry</td>
<td>$54,000.00</td>
<td>9/12/2006</td>
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<tr>
<td>To provide continued laboratory support, including electron microscopy for toxicology studies (Supplemental)</td>
<td>Pharmacia and Upjohn Company</td>
<td>Dr. Robert R Eversole Biological Sciences</td>
<td>$53,300.00</td>
<td>9/20/2006</td>
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**Western Michigan University Grants Awarded**

**Research**

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<tbody>
<tr>
<td>To build and refine the geological sequestration framework of the Midwest Region through mapping and evaluation of targeted potential geological reservoirs and seals (Supplemental)</td>
<td>Battelle Memorial Institute</td>
<td>Dr. David A Barnes&lt;br&gt;Dr. G Michael Grammer Geosciences</td>
<td>$50,000.00</td>
<td>8/22/2006</td>
</tr>
<tr>
<td>To develop an understanding of land use changes in Inner Mongolia so that we can effectively model their impacts and provide decision support for the implementation of economically effective and ecologically sustainable agricultural policies (New)</td>
<td>National Science Foundation</td>
<td>Dr. Gregory Veeck&lt;br&gt;Dr. Charles Emerson Geography</td>
<td>$49,960.00</td>
<td>8/7/2006</td>
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<tr>
<td>To develop a watershed scale water quality model to support ecological research and water resources management in the Great Lakes Basin (New)</td>
<td>U.S. Department of Commerce</td>
<td>Dr. Chansheng He Geography</td>
<td>$47,678.00</td>
<td>9/8/2006</td>
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<tr>
<td>To conduct research and provide testing services in specialized areas of printing, papermaking, and inks in association with industry (Continuation)</td>
<td>Various Industries</td>
<td>Ms. Jan Walter&lt;br&gt;Auxiliary Enterprises</td>
<td>$43,708.19</td>
<td>9/30/2006</td>
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<tr>
<td>To conduct a study of potential use of the health education resource facility to be housed in the Healthier Communities Complex (Supplemental)</td>
<td>Sarah Bush Lincoln Health System</td>
<td>Dr. Liesel A Ritchie&lt;br&gt;The Evaluation Center</td>
<td>$30,224.00</td>
<td>8/2/2006</td>
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<tr>
<td>To improve the current understanding of the ionization balance and line emission of cosmic plasmas (Non-Competing Continuation)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Thomas W Gorczyca</td>
<td>$30,000.00</td>
<td>7/14/2006</td>
</tr>
<tr>
<td>To conduct both formative and summative evaluations of a program entitled &quot;21st Century Learning Center&quot; (Non-Competing Continuation)</td>
<td>Kalamazoo Public Schools</td>
<td>Dr. Gary J Miron</td>
<td>$26,000.00</td>
<td>8/16/2006</td>
</tr>
<tr>
<td>To collect data which can be used to evaluate risk of back injury while removing and replacing manhole covers (New)</td>
<td>East Jordan Iron Works, Inc.</td>
<td>Dr. Tycho K Fredericks</td>
<td>$25,000.00</td>
<td>7/14/2006</td>
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<tr>
<td>Dr. Steven E Butt</td>
<td>Dr. Sam N Ramrattan</td>
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<tr>
<td>Dr. Steven E Butt</td>
<td>Dr. Sam N Ramrattan</td>
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<tr>
<td>Industrial and Manufacturing Engineering</td>
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<tr>
<td>To develop, construct, and optimize new optical tweezers instrumentation (Supplemental)</td>
<td>National Institute of Standards and Technology</td>
<td>Dr. Pavel G Ikonomov</td>
<td>$25,000.00</td>
<td>9/20/2006</td>
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<tr>
<td>Industrial and Manufacturing Engineering</td>
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<tr>
<td>To obtain information to help develop standard plans for intersection design that can optimize wayfinding without vision cues (New)</td>
<td>U.S. Department of Treasury</td>
<td>Dr. Richard G Long</td>
<td>$25,000.00</td>
<td>9/21/2006</td>
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<tr>
<td>Blindness and Low Vision Studies</td>
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<tr>
<td>To develop motion data estimates for retrieval of Autonomous Underwater Vehicles (AUV's) onto the cradle of a host ship (New)</td>
<td>BAE Systems</td>
<td>Dr. James W Kamman Mechanical and Aeronautical Engineering</td>
<td>$24,200.00</td>
<td>7/28/2006</td>
</tr>
<tr>
<td>To train doctoral students in Biosphere-Atmosphere Interactions during the summers at the University of Michigan Biological Station (Renewal)</td>
<td>University of Michigan</td>
<td>Dr. David N Karowe Biological Sciences</td>
<td>$15,484.00</td>
<td>9/8/2006</td>
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<tr>
<td>To continue the eighth year of the Juvenile Drug Court Program in Kalamazoo County (Non-Competing Continuation)</td>
<td>County of Kalamazoo</td>
<td>Dr. David J Hartmann Sociology</td>
<td>$15,200.00</td>
<td>8/16/2006</td>
</tr>
<tr>
<td>To compare backstripping results from coreholes drilled within the Chesapeake Bay impact structure and quantify the effects of tectonics and global sea level (New)</td>
<td>National Science Foundation</td>
<td>Dr. Michelle Kominz Geosciences</td>
<td>$14,995.00</td>
<td>8/30/2006</td>
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<tr>
<td>To continue with the evaluation for the Co-Occurring Disorders Program with Kalamazoo County (Non-Competing Continuation)</td>
<td>County of Kalamazoo</td>
<td>Dr. David J Hartmann Sociology</td>
<td>$14,255.00</td>
<td>8/16/2006</td>
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## Western Michigan University Grants Awarded

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<tbody>
<tr>
<td>To independently evaluate the Men's Drug Treatment Court in Kalamazoo County (Non-Competing Continuation)</td>
<td>County of Kalamazoo</td>
<td>Dr. David J Hartmann Sociology</td>
<td>$11,378.00</td>
<td>8/17/2006</td>
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<tr>
<td>To conduct a comprehensive evaluation of the ParentConnect project incorporating an approach that emphasizes formative feedback (Supplemental)</td>
<td>Bay-Arenac Intermediate School District</td>
<td>Dr. Pamela J Zeller The Evaluation Center</td>
<td>$9,595.00</td>
<td>9/6/2006</td>
</tr>
<tr>
<td>To help identify independent and dependent variables, sample size determination, and appropriate statistical procedures and their computation on various research related projects of Bronson Methodist Hospital (Amendment)</td>
<td>Bronson Methodist Hospital</td>
<td>Dr. Joseph W McKeane Statistics</td>
<td>$8,350.00</td>
<td>8/17/2006</td>
</tr>
<tr>
<td>To write software to capture, via the web, case report forms for an Impact Medical Solutions clinical study (New)</td>
<td>Impact Medical Solutions, Inc.</td>
<td>Dr. Joseph W McKeane Statistics Dr. John A Kapenga Computer Science</td>
<td>$8,000.00</td>
<td>7/7/2006</td>
</tr>
<tr>
<td>To provide evaluation technical assistance for this project, including evaluation planning, instrument/procedure development, selected data collection, data analysis, and evaluation reporting (New)</td>
<td>Jackson County Intermediate School District</td>
<td>Dr. Mark Jenness Mallinson Institute for Science Studies</td>
<td>$7,500.00</td>
<td>9/29/2006</td>
</tr>
<tr>
<td>To develop a model for planting a diverse set of replacement street ash trees that were killed by the emerald ash tree borer (New)</td>
<td>The Hanes Fund</td>
<td>Dr. David Lemberg Dr. Kathleen M Baker Geography</td>
<td>$6,900.00</td>
<td>8/7/2006</td>
</tr>
</tbody>
</table>
Western Michigan University Grants Awarded
July 2006 to September 2006

<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>Research</td>
<td></td>
<td></td>
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<tr>
<td>To conduct research and develop practical procedures of data set preparation</td>
<td>University of California, Irvine</td>
<td>Dr. Jun-Seok Oh, Construction Engineering, Materials Engineering, and Industrial Design</td>
<td>$6,000.00</td>
<td>8/11/2006</td>
</tr>
<tr>
<td>for microscopic traffic simulation modeling of the Caltrans corridor</td>
<td></td>
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<td></td>
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<tr>
<td>(Supplemental)</td>
<td></td>
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<tr>
<td>To determine the effect of literacy environment on braille acquisition of</td>
<td>American Printing House for the Blind Inc</td>
<td>Dr. Robert Shawn Wall Emerson, Blindness and Low Vision Studies</td>
<td>$3,000.00</td>
<td>7/12/2006</td>
</tr>
<tr>
<td>young blind children (Renewal)</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>To support the transfer of petroleum technology to domestic oil and gas</td>
<td>Petroleum Technology Transfer Council</td>
<td>Dr. G Michael Grammer, Geosciences</td>
<td>$2,000.00</td>
<td>7/13/2006</td>
</tr>
<tr>
<td>producers (Supplemental)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>To support local activities of the Michigan Space Grant program</td>
<td>Michigan Space Grant Consortium</td>
<td>Dr. Frank L Severance, Electrical and Computer Engineering</td>
<td>$1,500.00</td>
<td>9/1/2006</td>
</tr>
<tr>
<td>(Supplemental)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL RESEARCH</td>
<td></td>
<td></td>
<td><strong>$11,967,251.49</strong></td>
<td></td>
</tr>
</tbody>
</table>

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 provide daily living, communication, behavior control, and social skill</td>
<td>Kalamazoo Community Mental Health Services</td>
<td>Dr. Carol Sundberg, Center for Disability Services</td>
<td>$703,863.93</td>
<td>9/30/2006</td>
</tr>
</tbody>
</table>
Western Michigan University Grants Awarded
July 2006 to September 2006

<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 allow the Southwest Michigan Children's Trauma Assessment Center to develop inclusionary school models, provide extensive training of diverse professionals, and develop an alexithymia instrument for traumatized children (Non-Competing Continuation)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. James A Henry School of Social Work</td>
<td>$399,885.00</td>
<td>8/25/2006</td>
</tr>
<tr>
<td>To provide graduate assistantships to graduate athletic training students working at various sites (New)</td>
<td>K Valley Orthopedics, PC</td>
<td>Dr. Michael G Miller Health, Physical Education and Recreation</td>
<td>$158,200.00</td>
<td>7/13/2006</td>
</tr>
<tr>
<td>To provide graduate assistantships to graduate athletic training students working at various sites (New)</td>
<td>West Michigan Rehabilitation, PC</td>
<td>Dr. Michael G Miller Health, Physical Education and Recreation</td>
<td>$56,600.00</td>
<td>7/13/2006</td>
</tr>
<tr>
<td>To enhance southwest Michigan teachers' writing craft and teaching skills, enabling professional development programs in their own/other school districts (Supplemental)</td>
<td>National Writing Project Corporation</td>
<td>Dr. Ellen H Brinkley English</td>
<td>$15,000.00</td>
<td>8/10/2006</td>
</tr>
<tr>
<td>To conduct a seminar series entitled, &quot;How Do We Spend Our Time&quot; (Non-Competing Continuation)</td>
<td>The W.E. Upjohn Institute for Employment Research</td>
<td>Dr. William S Kern Economics</td>
<td>$6,000.00</td>
<td>9/13/2006</td>
</tr>
</tbody>
</table>
## Western Michigan University Grants Awarded

### 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 conduct interactive discussions and activities among students and in the community to increase awareness of engineering as a contributor to the quality of everyday life (New)</td>
<td>Michigan Space Grant Consortium</td>
<td>Dr. Betsy M Aller</td>
<td>$5,000.00</td>
<td>8/29/2006</td>
</tr>
</tbody>
</table>

**TOTAL PUBLIC SERVICE** $1,344,548.93

### Academic Support

<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 undergraduate and graduate fellowship programs in geoscience and electrical engineering (Supplemental)</td>
<td>Michigan Space Grant Consortium</td>
<td>Dr. Frank L Severance</td>
<td>$500.00</td>
<td>9/1/2006</td>
</tr>
</tbody>
</table>

**TOTAL ACADEMIC SUPPORT** $500.00

### Student Services

<table>
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<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>To develop and implement a comprehensive approach to suicide prevention on WMU's campus (New)</td>
<td>U.S. Department of Health and Human Services</td>
<td>Dr. Delores D Walcott</td>
<td>$75,000.00</td>
<td>9/20/2006</td>
</tr>
</tbody>
</table>

**TOTAL**

**TOTAL PUBLIC SERVICE** $1,344,548.93

**TOTAL ACADEMIC SUPPORT** $500.00

**TOTAL**

**TOTAL**
Western Michigan University Grants Awarded

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<tr>
<th>DESCRIPTION</th>
<th>SPONSOR</th>
<th>DIRECTOR</th>
<th>AMOUNT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>To supplement food costs of KCP Summer program (Supplemental)</td>
<td>Division of Multicultural Affairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scholarship and Fellowships</td>
<td>Pennsylvania College of Optometry</td>
<td>Dr. Robert Shawn Wall Emerson</td>
<td>$30,557.00</td>
<td>8/28/2006</td>
</tr>
<tr>
<td>To award a scholarship to a graduate student for doctoral studies in the WML HIS program (New)</td>
<td>Blindness and Low Vision Studies</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL STUDENT SERVICES** $76,231.04

**TOTAL SCHOLARSHIPS AND FELLOWSHIPS** $30,557.00

**TOTAL WESTERN MICHIGAN UNIVERSITY GRANTS AWARDED** $14,190,636.46
PERSONNEL REPORT

ACADEMIC

Administrative Appointments

Haluk Aktan, Chair, Department of Civil and Construction Engineering, effective January 1, 2007.

DeWayne Anderson, Chair, Department of Teaching, Learning, and Educational Studies, effective July 1, 2006 through June 30, 2010.

Michael Barcelona, Interim Chair, Department of Chemistry, effective July 1, 2006 through June 30, 2007.

James Bass, Interim Director of Choral Activities, School of Music, effective July 31, 2006 through July 29, 2007.

Wayne Fuqua, Chair, Department of Psychology, effective July 1, 2006 through June 30, 2009.

Bassam Harik, Vice Provost for Budget and Personnel, Office of Academic Affairs, effective July 31, 2006.

W. Arnold Johnston, Chair, Department of English, effective July 1, 2006 through June 30, 2007.

William Kern, Interim Chair, Department of Economics, effective July 1, 2006 through June 30, 2007.

Paula Kohler, Chair, Department of Special Education and Literacy Studies, effective July 1, 2006 through June 30, 2010.

Gary Mathews, Director, School of Social Work, effective July 1, 2006.

Timothy McGrew, Interim Chair, Department of Philosophy, effective July 1, 2006 through June 30, 2007.

Patrick Munley, Chair, Department of Counselor Education and Counseling Psychology, effective July 1, 2006 through June 30, 2010.

Onaiwu Ogbomo, Director, Africana Studies, effective August 1, 2006.

Mercedes Tasende, Interim Chair, Department of Spanish, effective July 1, 2006 through June 30, 2007.
Administrative Appointments (Continued)
Phillip Vander Weg, Assistant to the Dean, College of Fine Arts, effective August 8, 2006.

Brian Wilson, Chair, Department of Comparative Religion, effective July 1, 2006 through June 30, 2007.


Administrative Leave

Administrator Return to Faculty
David Dickason, Professor, Department of Geography, effective July 31, 2006.

Mohsen Guizani, Professor of Applied Science, Department of Computer Science, effective August 31, 2006.

Retirements - Administrative
Daniel Mihalko, Chair, Department of Statistics, effective June 30, 2007.

Paul Szarmach, Director, Medieval Institute, effective June 30, 2007.

Appointments - With Tenure
Haluk Aktan, Professor, Department of Civil and Construction Engineering, effective January 1, 2007.

Daniel Cassidy, Associate Professor, Department of Geosciences, effective July 31, 2006.

Onaiwu Ogbomo, Professor, Africana Studies, effective August 1, 2006.

Appointments - Tenure Track
Hubo Cai, Assistant Professor, Department of Civil and Construction Engineering, effective December 4, 2006.

Maureen Mickus, Professor, Department of Occupational Therapy, effective July 31, 2006.

Susan Steuer, Associate Professor, University Libraries, effective August 14, 2006.
Reappointments - Term
Gayle Ahleman, Instructor, Special Education and Literacy Studies, effective July 31, 2006 through August 12, 2007.

Patricia Ann Chilton-Stringham, Instructor, Department of Teaching, Learning and Educational Studies, effective July 31, 2006 through August 12, 2007.

Tracy DeMars, Instructor, Department of Teaching, Learning, and Educational Studies, effective July 31, 2006 through August 12, 2007.

Thomas Edmonds, Instructor, Department of Finance and Commercial Law, effective July 31, 2006 through August 12, 2007.

Cynthia Ernst, Instructor, Department of Mathematics, effective July 31, 2006 through August 12, 2007.

Lori Farrer, Instructor, Department of Family and Consumer Sciences, effective July 31, 2006 through August 12, 2007.

Scott Friesner, Assistant Professor, Department of English, effective July 31, 2006 through August 12, 2007.

Robb Gillespie, Assistant Professor, Department of Geosciences, effective July 31, 2006 through August 12, 2007.

Donna Hetzel, Instructor, Department of Accountancy, effective July 31, 2006 through August 12, 2007.


Warren Lacefield, Associate Professor, Department of Educational Technology, effective July 31, 2006 through August 12, 2007.

Thayma Lutz, Instructor, Department of Mathematics, effective July 31, 2006 through August 12, 2007.

Robert McConnell, Assistant Professor, School of Public Affairs and Administration, effective July 31, 2006 through August 12, 2007.

Heather McGee, Assistant Professor, Department of Psychology, effective July 31, 2006 through August 12, 2007.

Judy McGowan, Instructor, Department of Family and Consumer Sciences, effective July 31, 2006 through August 12, 2007.
Reappointments - Term (Continued)

Ester Page-Wood, Instructor, Department of Marketing, effective July 31, 2006 through August 12, 2007.

Beth Ritsema, Instructor, Department of Mathematics, effective July 31, 2006 through August 12, 2007.

Yumi Takahashi, Department of Foreign Languages, effective July 31, 2006 through August 12, 2007.


Kelly Weathers, Assistant Professor, Department of Family and Consumer Sciences, effective July 31, 2006 through August 12, 2007.

William Zinkus, Assistant Professor, Department of English, effective July 31, 2006 through August 12, 2007.

Appointments - Term
Mitzi Adams, Assistant Professor, Department of Dance, effective July 31, 2006 through August 12, 2007.

Gary Blackmer, Associate Professor, Department of Chemistry, effective July 31, 2006 through August 12, 2007.

Lori Brown, Faculty Specialist I, College of Aviation, effective July 31, 2006 through August 12, 2007.

Kris Fletcher, Assistant Professor, Department of Foreign Languages, effective July 31, 2006 through August 12, 2007.

Elena Gapova, Assistant Professor, Department of Sociology, effective July 31, 2006 through August 12, 2007.

Judy Hoelscher, Assistant Professor, WMU Bronson School of Nursing, effective July 31, 2006 through August 12, 2007.

James Horn, Assistant Professor, Department of Health, Physical Education and Recreation, effective July 31, 2006 through August 12, 2007.

John Idema, Instructor, Department of Marketing, effective July 31, 2006 through August 12, 2007.
Appointments - Term (Continued)

Kurt Kenyon, Instructor, Department of Accountancy, effective July 31, 2006 through August 12, 2007.

Warren Lacefield, Associate Professor, Department of Educational Leadership and Technology, effective July 31, 2006 through August 12, 2007.

Helen Lee, Assistant Professor, Department of Blindness and Low Vision Studies, effective July 31, 2006 through August 12, 2007.

Adriane Little, Associate Professor, School of Art, effective July 31, 2006 through August 12, 2007.

Georgios Loizides, Assistant Professor, Department of Sociology, effective July 31, 2006 through August 12, 2007.

Steven Mackez, Assistant Professor, Department of Mathematics, effective July 31, 2006 through August 12, 2007.

Tammy Mielke, Associate Professor, Department of English, effective July 31, 2006 through August 12, 2007.

Javier Montefort, Assistant Professor, Department of Mechanical and Aeronautical Engineering, effective September 5, 2006 through April 8, 2007.

Dianna Sachs, Assistant Professor, University Libraries, effective September 20, 2006 through September 12, 2007.

Megan Slayter, Assistant Professor, Department of Dance, effective July 31, 2006 through August 12, 2007.

Milan Spasojevic, Assistant Professor, Department of Geography, effective July 31, 2006 through August 12, 2007.

Mary Stahl, Faculty Specialist II, WMU Bronson School of Nursing, effective July 31, 2006 through August 12, 2007.

Reappointments - Adjunct
Vince Faust, Adjunct Associate Professor, Department of Theatre, effective January 1, 2007 through December 31, 2009.
Appointments - Adjunct
Robert Baker, Adjunct Professor, Department of Health, Physical Education and Recreation, effective January 1, 2007 through December 31, 2009.

Daryle Gardner-Bonneau, Adjunct Associate Professor, Department of Speech Pathology and Audiology, effective January 1, 2007 through December 31, 2009.

Paul Kelly, Adjunct Associate Professor, Department of Theatre, effective January 1, 2007 through December 31, 2009.

Monica Lininger, Adjunct Instructor, Department of Health, Physical Education and Recreation, effective January 1, 2007 through December 31, 2009.

Aimee Reuter, Adjunct Instructor, Department of Health, Physical Education and Recreation, effective January 1, 2007 through December 31, 2009.

Resignations
Mark Alavosius, Assistant Professor, Department of Psychology, effective June 30, 2006.

James Biles, Assistant Professor, Department of Geography, effective December 31, 2006.

Cynthia Carver, Assistant Professor, Department of Teaching, Learning, and Educational Studies, effective July 30, 2006.

Siew Chan, Assistant Professor, Department of Accountancy, effective July 30, 2006.

Karen Horneffer-Ginter, Associate Professor and Program Director, Holistic Health, Department of Physician Assistant, effective December 3, 2006.

Becky Kirschner, Assistant Professor, Department of Teaching, Learning and Educational Studies, effective June 30, 2006.

Allison McFarland, Associate Professor, Department of Health, Physical Education and Recreation, effective July 31, 2006.

Norali Pernalete, Assistant Professor, Department of Electrical and Computer Engineering, effective August 18, 2006.

Michael Raines, Associate Professor, Department of Mathematics, effective August 19, 2006.

Abhay Sharma, Associate Professor, Department of Paper Engineering, Chemical Engineering and Imaging, effective July 1, 2006.

Lixin Shen, Assistant Professor, Department of Mathematics, effective July 31, 2006.
Resignations (Continued)
Eshetu Wondmagegnehu, Assistant Professor, Department of Statistics, effective July 18, 2006.

Retirements with Emeriti Status
Thomas Holmes, Associate Professor, Holistic Health, Department of Physician Assistant, Associate Professor Emeritus of Holistic Health, effective January 3, 2007.

Linda Law, Associate Professor, Department of Health, Physical Education and Recreation, Associate Professor Emerita of Health, Physical Education and Recreation, effective May 8, 2007.

Daniel Mihalko, Professor, Department of Statistics, Professor Emeritus of Statistics, effective June 30, 2007.


Judith Stone, Professor, Department of History, Professor Emerita of History, effective December 17, 2006.

Charles Stroh, Professor, School of Art, Professor Emeritus of Art, effective June 29, 2007.

Promotion
Brian Horvitz, Assistant Professor, Department of Special Education and Literacy Studies, effective July 31, 2006.

Professional Development Leaves
Paul Ciccantell, Professor, Department of Sociology, effective July 31, 2006 through August 12, 2007.

Takashi Yoshida, Assistant Professor, Department of History, effective July 31, 2006 through July 29, 2007.

NON-ACADEMIC

Administrative Appointments
Brian Abbott, General Manager, Western Herald, effective October 23, 2006.
Retirements

Wesley Carpenter, Captain Services, Public Safety, effective February 28, 2007.

Arthur Fedor, Substance Abuse Counselor, University Counseling and Testing Center, effective September 10, 2006.

Carolyn Hornev, Career Advisor, Career and Student Employment Services, effective February 28, 2007.

Matthew Kurz, Associate Vice President for University Relations, Office of University Relations, effective January 9, 2007.

Janice Murray, Utility Food Worker, Draper Foods, effective December 31, 2006.

Candace Porath, Editor, Medieval Institute, effective October 31, 2006.

Patricia Sprague, Finance Specialist, Physical Plant Administrative Support, effective October 31, 2006.
Addendum to Personnel Report, October 20, 2006

Administrative Appointments
Rand Johnson, Interim Director, Medieval Institute, effective September 1, 2006.

Donald Nelson, Chair, Department of Computer Science, effective September 1, 2006 through August 31, 2009.

Earlie Washington, Dean, College of Health and Human Services, effective October 23, 2006.

Administrative Leave
Donald Thompson, Professional administrative leave from regular administrative duties, effective August 14, 2006 to end no later than August 13, 2007.

Administrator Return to Faculty
Mohsen Guizani, Professor, Department of Computer Science, effective August 31, 2006.

Donald Thompson, Professor, Department of Educational Leadership, Research and Technology, effective August 14, 2007.

NON-ACADEMIC

Resignation
Hugh Conklin, General Manager, Western Herald, effective September 29, 2006.

Sally Cowles, Occupational Health Physician, Sindecuse Health Center, effective September 27, 2006.

Kristen Morin, Assistant Director, Student Activities and Leadership Programs, effective August 14, 2006.


Retirements

Art Fedor, Substance Abuse Counselor, University Counseling and Testing Center, effective September 10, 2006.

Charles Bruce MacQueen, Associate Professor, University Counseling and Testing Center, effective February 28, 2007.
Policy regarding Student Criminal Background Checks and Drug Testing Required for Educational Placements

Background

Workplace and institutional security continue to become increasingly important across the country. Incidents of illegal behavior by employees, volunteers, and others granted access to both private and public facilities have led to increased safety and protection efforts in many different educational, work, and health care environments.

To address these and other concerns, many of the facilities at which WMU places students have instituted mandatory background checks, including criminal conviction histories and drug screens. In addition, many of these facilities have legal or accreditation requirements that include these items. The disciplines most immediately affected by these requirements are nursing, education, and aviation. For example, effective January 1, 2008, all individuals who are granted access to K-12 facilities, including volunteers and student teachers, will be required to complete criminal conviction histories to the satisfaction of the placement entity.

In order for WMU to administer its academic programs in these areas and to place students in clinical and other curriculum required placements, it has become necessary to implement requirements and procedures, to complete such background checks and drug screens. These requirements may change, be added to, or be otherwise altered and the academic units need the flexibility to respond to those requirements with appropriate and up-to-date requirements and procedures. The academic units work closely with the Office of the Vice President for Legal Affairs and General Counsel to develop and implement such requirements and procedures.

Recommendation

It is recommended that the Board approve the following “Policy Regarding Student Criminal Background Checks and Drug Testing Required for Educational Placements”:

Policy Regarding Student Criminal Background Checks and Drug Testing Required for Educational Placements

It shall be the policy of the University that academic units may adopt, modify as needed, and enforce requirements and procedures regarding criminal background checks, criminal conviction histories, drug testing, and drug screening that are reasonably necessary to ensure that WMU and its students are in compliance with any requirements for the educational placements of those students. The affected academic units shall work in conjunction with the Office of the Vice President for Legal Affairs and General Counsel to ensure that such requirements and procedures are in compliance with the law.
CLASS-RELATED FEES—POLICY/PROCEDURAL GUIDELINES

It is recommended that the following guidelines be approved.

Policy Guidelines

A. Necessary instructional materials which are available or can be made available through local commercial channels, including Western's campus bookstore, and which are used on an individual basis must be procured and paid for directly by the student and not through a class-related fee.

B. Instructional materials for use of individual students should be furnished by the university only where there are special considerations of security, storage, safety, availability, quantity and variety. Economy of bulk purchasing is not relevant consideration for substituting University procurement. Such economy tends to ignore hidden subsidies.

C. Where the use of instructional materials in the class results in the creation of physical end product of value, which is retained by the student, a method of assessing the student for materials is justified.

D. When deposits are required of students to cover the expenses breakage of the university equipment, provisions must be made for appropriate and timely refunds.

E. Difficulty in securing adequate general revenue allocations should not be the determining factor in the decision to charge students a class-related fee.

F. All academic units must administer class-related fees in ways which give all students paying the fee reasonable equal opportunity to benefit from the expenditure of these fees.

G. Programs of study that have class fees imposed on more than four courses or have class fees in the aggregate total more than $500 shall inform potential students of these fees.

H. The University shall seek to eliminate inequity in the assessment of these fees in support of different instructional programs through a periodic review of all fees and through auditing of the use of such revenue.

I. The rate of the fee charged must reasonably reflect the actual costs to the University of the materials and services for which the fee is collected. These costs must be directly associated with classroom activity and must exclude faculty compensation.
**Procedural Guidelines**

A. The Office of the Vice President for Business and Finance is responsible for establishing and monitoring procedures of the collection of all fees and their deposit in the University accounts.

B. Establishing of a class-related fee or a change in amount must be approved by the department chair, the college dean, and the Office of the Provost.

C. Approval of a class-related fee and arrangements for its collection must be completed before any public notice of it is made.

D. Students shall be given adequate notice of such charges, including amounts (or maximum amounts) during the registration process (ordinarily this will involve listing amounts in the appropriate published semester class schedule). Notice of class-related fees shall be included in any and all information about University tuition costs, including the graduate and the undergraduate catalogs.

E. Monitoring fees is the responsibility of the department chair.

F. Class-related fees shall be established (or renewed) for the maximum period of three years. The department and college will review the appropriateness of the fees, the advisability of using other funding, the amounts charged, the size of balance, and the use of funds before seeking a renewal of the funds. Renewal of class fees shall also require review of appropriate expenditure according to University policy.

G. Auditing procedures will be established to monitor the use of the revenue created. *Audit of all course fees must be submitted to the Office of the Provost – Director of Business Operations for AA by August 15.* Audit format will be provided by the Office of the Provost. *Failure to provide documentation of appropriate expenditure will result in immediate termination of the course fee approval and charge to students.*

H. Appropriate maximum balances will be established by the department, with college approval for each fee amount to prevent the accumulation of excess reserves.

I. Categories of class fees are as follows:

<table>
<thead>
<tr>
<th>Field Trip / Transportation</th>
<th>Models/Spécial Kits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guest Lectures / Industry Specialists</td>
<td>Software (incl. Licensing Fee)</td>
</tr>
<tr>
<td>Insurance</td>
<td>Special Rental / Facilities</td>
</tr>
<tr>
<td>Lab/Consumables</td>
<td>Survey Instruments / Geological Maps</td>
</tr>
<tr>
<td>Maintenance/ Service Fee</td>
<td>Value Added Property</td>
</tr>
<tr>
<td>Other (Please specify)</td>
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</tbody>
</table>

(Approved by Board of Trustees August 22, 1975 / September 20, 2002)
RESOLUTION re SWAP MANAGEMENT POLICY

Background Information

For several years, the University has had an internal policy providing guidance on the use and monitoring of swap agreements. Standard & Poor’s first developed criteria for a Debt Derivative Profile (DDP) in 2004. The DDP was created to enhance the analysis and transparency of tax-exempt derivative structures and their impact on credit quality. Standard & Poor’s has recently revised the criteria used in scoring the DDP. Management is now weighted at 35% due to the significance of an issuer’s knowledge and sophistication in structuring its derivative contracts to both minimize risks and achieve the intended purpose of the hedging program. Various factors are used in assessing the quality of management, including the quality of the issuer’s written policy. One of the key factors considered in assessment of the overall quality of management and the written policy includes formal approval of the policy by the issuer’s governing board.

The policy being recommended for adoption was written by University management. In developing this policy, the requirements of Standard & Poor’s were reviewed, many existing swap policies were evaluated, and input was sought from Lehman Brothers.

The policy does provide for an annual review to ensure that the policy stays current and relevant. It also requires the engagement of a third party to evaluate and price existing swaps. The report received from the independent party will serve as the basis for an annual report that will be provided to the Board.

Recommended Action

It is recommended that the proposed swap management policy be approved.
Western Michigan University Swap Management Policy

The University is interested in achieving the lowest possible cost of capital, subject to prudent risk parameters, while preserving future financial flexibility. This policy will govern the use of interest rate swap transactions by the University in conjunction with its debt issues.

I. Authority

The University has the statutory authority to enter into swap transactions and related agreements. The Board of Trustees first authorized the University to enter into a Master Swap Agreement in 1993. The University Board of Trustees has authorized the University to enter into Master Swap Agreements as part of the approval process for bond financings.

The Vice President for Business and Finance of the University and its Associate Vice President for Finance are designated administrators of the Swap Management Policy. They shall have day-to-day responsibility and authority for structuring, implementing and managing interest rate swaps.

The University Swap Management Policy shall be presented to the Board of Trustees for approval. It shall be reviewed on an ongoing basis, but at least annually, to ensure that it remains responsive to changes in the capital markets. The Vice President for Business and Finance shall recommend modifications as needed to the Board of Trustees.

II. Purpose

Interest rate swap transactions should be an integral part of the University’s debt management program. By utilizing swaps in a prudent manner, the University can take advantage of market opportunities to reduce debt service cost and interest rate risk. The University will use swaps to lock-in a fixed rate or, alternatively, to create additional variable rate exposure. Interest rate swaps may be used to produce interest rate savings, limit or hedge variable rate payments, alter the pattern of debt service payments, or for asset/liability matching purposes. Swaps will be used to alter interest rate risk and/or alter the cost of borrowing in a beneficial manner, and when used in combination with new or outstanding bonds, will enhance the relationship between risk and return, or achieve other policy objectives of the University.

The University will not use interest rate swaps that create extraordinary leverage or risk, lack adequate liquidity to terminate without incurring significant bid/ask spread or provide insufficient price transparency to allow reasonable valuation.

III. Legality/Approval

In order to enter into a swap transaction, the University must have received: 1) approval from the University Board of Trustees, 2) and an opinion acceptable to the market from a
nationally recognized bond counsel firm or general counsel that the agreement relating to the swap transaction is a legal, valid and binding obligation of the University and that entering into the transaction complies with applicable state and federal laws.

IV. Form of Swap Agreements

Master Swap agreements entered into by the University shall contain terms and conditions as set forth in the International Swap and Derivatives Association, Inc. ("ISDA") Master Agreement and such other terms and conditions including schedules and confirmations as deemed necessary by an Authorized Representative. The swap agreement between the University and each counterparty shall include payment, term, security, collateral, default, remedy, termination and other terms, conditions, provisions and safeguards as the University, in consultation with its legal counsel, deems necessary or desirable.

V. Methods of Soliciting and Procuring Swaps

The University will make its best efforts to work with qualified swap counterparties that have provider credit ratings of at least "A" category from at least two nationally recognized credit rating agencies (i.e. Moody's Investors Service, Standard & Poor's Rating Services, and Fitch Ratings). In addition, qualified swap counterparties must have a demonstrated record of successfully executing swap transactions as well as creating and implementing innovative ideas in the swap market.

Like the bond underwriting process, an Authorized Representative of the University may procure swaps by negotiated method as long as, in light of the facts and circumstances, doing so will promote the University’s interests by encouraging and rewarding ongoing service and innovation to the University.

VI. Active Management

The University will seek to maximize the benefits it accrues and minimize the risks it bears by actively managing its swap program. This will entail continuous monitoring of market conditions, in conjunction with the swap counterparty and the University's advisors for emerging opportunities and risks.

The University will retain the services of a nationally recognized bond counsel firm, and will consider the use of a qualified financial advisor or swap advisor for all interest rate swaps.

VI. Interest Rate Swap Features

Terminating Swaps

The University may elect to enter into an optional termination if, in consultation with its financial advisor and bond counsel, it is determined to be financially advantageous.

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In the event a swap is terminated as a result of a termination event, such as a default or a downgrade in credit rating of either the University or the counterparty, the University will evaluate whether it is financially advantageous to obtain a replacement swap, or, depending on market value, make or receive a termination payment.

The University shall compute the termination exposure of each of its swaps and its total swap termination payment exposure at least annually. Termination values should be set by a market quotation methodology, unless the University deems an alternative method appropriate.

**Collateral Requirements**

Collateral requirements should be established and based upon the credit ratings of the swap provider or guarantor. Collateral thresholds for the swap provider should be set on a sliding scale reflective of credit ratings. Posted collateral shall comply with the provisions contained in the schedule.

**Variable Rate Exposure**

The University will evaluate and limit its net variable rate exposure to a reasonable percentage of outstanding debt.

**VII. Management of Swap Transaction Risk**

Certain risks are created when the University enters into any swap transaction. In order to manage the associated risks, guidelines and parameters are as follows:

**Counterparty Risk**

In addition to the “A” category ratings, a collateralized approach is considered an additional benefit to the University. However, it is not required. Collateral will consist of cash, U.S. Treasury securities and Agency securities. Collateral shall be deposited with a third party trustee, or as mutually agreed upon between University and a provider.

**Termination Risk**

The termination provisions of any swap agreement shall be bilateral; however, the University shall have the right to optionally terminate a swap agreement at any time over the term of the agreement (elective termination right). In general, exercising the right to optionally terminate an agreement should produce a benefit to the University, either through receipt of a payment from a termination, or if a termination payment is made by the University, a conversion to a more beneficial debt instrument or credit relationship.
Amortization Risk

The amortization schedules of the debt and associated swap transaction should be closely matched to the duration of the swap. Mismatched amortization schedules can result in a less than perfect hedge and create unnecessary risk.

Term Risk (Average Life of Swap Agreement)

In no circumstance may the term of a swap agreement entered into for liability management purposes between the University and a qualified swap provider extend beyond the final maturity date of the affected debt instrument, or in the case of a refunding transaction, beyond the final maturity date of the refunding bonds.

Basis (Index) Risk

Any index chosen as part of an interest rate swap agreement shall be a recognized market index including but not limited to TBMA or LIBOR.

Basis risk shall be understood and detailed as part of the approval process.

VIII. Disclosure

The University will take steps to ensure that there is full and complete disclosure of all interest rate swaps to the Board, to rating agencies, and in disclosure documents. With respect to its financial statements, the University will comply with reporting and disclosure guidelines of the Government Accounting Standards Board.

The Vice President for Business and Finance will report to the Board of Trustees on an annual basis the status of all existing swaps.