Hybrid Meeting Platform (Virtual and In Person) Transitioning through a Global Pandemic

Closed Informal Session – 9:00 AM

Formal Session – 11:00 AM

Bernhard Center, North Ballroom and Livestream at https://wmich.edu/trustees

*Individuals wishing to address the Board of Trustees during either Public Comment section must notify Dr. Kahler Schuemann at kahler.schuemann@wmich.edu by 5PM Wednesday, November 3rd.

1. Acceptance of the Agenda – Chen-Zhang
2. Approval of the Minutes (September 17, 2021 Meeting) – Chen-Zhang
3. Remarks by the Chair – Chen-Zhang
4. Remarks by the President – Montgomery
5. Updates by the Faculty Senate President – Kritzman
6. Updates by the Western Student Association President – Morris
7. Updates by the Graduate Student Association Vice President – Braman
8. Transforming Relationships: The Power of Faculty and Student Engagement in Research – Bott
9. Public Comments Regarding Action Items – Schuemann

Action Items – Chen-Zhang

10. Permanent Easement Request from the Road Commission of Kalamazoo County – Scarff
11. Western Michigan University External Audit – Rinvelt
12. Consent Items – Chen-Zhang
   A. Curriculum Proposals
   B. Personnel Report
   C. Revised WMU Non-Discrimination Policy
   D. Adoption of Amendment to the WMU Paper Tech Foundation Bylaws
   E. WMU AAUP Lease Agreement
   F. Portage Brewing Company Lease Agreement

13. General Public Comments – Schuemann

Supplemental and supporting agenda materials can be viewed at: http://www.wmich.edu/trustees
Proposed Meeting Minutes

September 17, 2021

The Western Michigan University Board of Trustees (BOT) Formal Session was called to order by Chair Chen-Zhang at 1:12PM on Friday, September 17, 2021. The meeting was conducted, amidst the continued global pandemic, in a mix modality with participants both attending in person at the College of Aviation, Battle Creek, MI or engaging through Zoom, a virtual platform. The engagement was streamed live through the BOT website. Prior marketing encouraged the public to engage and those interested in providing comment were asked to notify Board Secretary Schuemann by 5:00PM, Thursday, September 16th. Presiding in person were Chair Chen-Zhang, and Trustees Edgerton, Rinvelt and Turfe. Trustee Penn participated through Zoom. Both Vice Chair Johnston and Trustee Trevan provided prior notice they were unable to attend.

A motion to accept September 17, 2021 BOT agenda was made by Trustee Edgerton, with a second from Trustee Rinvelt. The motion passed unanimously.

A motion to accept the minutes as exhibited from the June 24, 2021 BOT Meeting was made by Trustee Turfe, with a second by Trustee Rinvelt. The motion passed unanimously.

Remarks were provided by Chair Chen-Zhang – Attachment A, followed by remarks from President Montgomery – Attachment B.

Faculty Senate President M. Kritzman, Western Student Association (WSA) President A. Morris, and Graduate Student Association (GSA) Interim President A. Hiremath provided comments regarding their respective areas and their ongoing activities and initiatives relating to shared governance, promoting student involvement, and academic enrichment. See Attachment C for remarks by Faculty Senate President M. Kritzman.

College of Aviation Dean D. Powell engaged the Board in presentation entitled Navigating Excellence in Aviation.

There was no indicated public interest in providing commentary regarding any Action Items.

As Action Items, Vice President for Business and Finance J. Van Der Kley presented the International Alliance of Theatrical Stage Employees Labor Agreement for approval. A motion to accept the International Alliance of Theatrical Stage Employees Labor Agreement was made by Trustee Edgerton with a second by Trustee Rinvelt. The motion passed unanimously.

Provost J. Bott next recommended the Professional Instructors Organization Labor Agreement for approval. A motion to accept the Professional Instructors Organization Labor Agreement was made by Trustee Edgerton and seconded by Trustee Turfe. The motion passed unanimously.
Provost J. Bott continued by presenting the Western Michigan University American Association of University Professors Collective Bargaining Agreement. A motion to accept the Western Michigan University American Association of University Professors Collective Bargaining Agreement was made by Trustee Penn, with a second by Trustee Rinvelt, and passed unanimously.

The next agenda item regarded awarding an Honorary Degree for Kenneth V. Miller and was recommended by President Montgomery. A motion to accept awarding an Honorary Degree for Kenneth V. Miller was made by Trustee Edgerton, with a second by Trustee Rinvelt, and passed unanimously.

Provost J. Bott then advocated for renaming the University College to Merze Tate College. A motion to accept renaming the University College to Merze Tate College was made by Trustee Turfe, with a second by Trustee Penn. The motion passed unanimously.

The next agenda item involved the Five-Year State Capital Outlay Plan and was recommended by Vice President for Business and Finance J. Van Der Kley. A motion to accept the Five-Year State Capital Outlay Plan was made by Trustee Edgerton, with a second by Trustee Penn, and passed unanimously.

Vice President for Business and Finance J. Van Der Kley next proposed the State Capital Outlay Plan Priority List. A motion to accept the State Capital Outlay Plan Priority List was made by Trustee Rinvelt with a second by Trustee Edgerton. The motion passed unanimously.

The next agenda item regarded the Sale of Grand Rapids Beltline Property and was recommended by Vice President for Business and Finance J. Van Der Kley. A motion to accept the Sale of Grand Rapids Beltline Property was made by Trustee Rinvelt, with a second by Trustee Edgerton, and passed unanimously.

A motion to approve the Consent Items was made by Trustee Rinvelt, with a second from Trustee Penn. The BOT unanimously approved the following Consent Items as exhibited: Curriculum Proposals, Personnel Report, Annuity and Life Income Funds Performance Report, Operating Cash Investment Performance Report, and One Day Liquor License Applications (November 3, 2021 and November 5, 2021).

During General Public Comments B. Stanley and J. Schmidtke addressed the Board.

The BOT meeting ended at 2:24PM following a motion to adjourn by Trustee Penn, with a second from Trustee Rinvelt, and unanimous approval.

Respectfully submitted,

Kahler B. Schuemann, Secretary to the Board of Trustees, Western Michigan University
Good Morning! It is my pleasure to welcome everyone to our very special September board meeting at the beautiful Western Michigan University College of Aviation. I’m pleased that we can be here today to conduct our hybrid meeting and then later today, to celebrate the opening of the Aviation Education Center.

All of Western’s faculty and staff are committed to providing students with an excellent education that prepares them for future success, and the College of Aviation is no different. The team here is helping the 1,200 students in this college to gain the skills that they’ll need for careers as pilots, as technical operations experts, in aviation management and in related areas.

We will all learn more about this college during today’s meeting in a presentation by Dean David Powell, a leader who has been with Western since 2003 and has served as the College of Aviation dean since 2008. Dean Powell elevated an already strong program by connecting its academics with the needs of the aviation industry and making its students highly sought after by employers. I understand that Dean Powell has announced that he will be retiring from his leadership role, and I want to thank him for his many contributions to his students, to the University and to the aviation industry.

We have a number of items for board consideration during today’s meeting. Vice President Van Der Kley will be quite busy today as she will be at the microphone to share the University’s capital outlay priority list and the five-year capital outlay plan with the board. She will also present the IATSE labor agreement for the board’s consideration and a proposal regarding the sale of the Grand Rapids Beltline property.

Provost Jennifer Bott will bring forward a recommendation to name the new University College in honor of a very distinguished alumna, Dr. Merze (sounds like MURZ) Tate. Dr. Tate was the first African American to receive a bachelor’s degree from Western in 1927. She was an impressive woman who was smart, resilient and determined to succeed—a true Bronco! I am looking forward to hearing more about Dr. Tate and about this recommendation from Provost Bott today.

President Montgomery will be bringing forward an honorary degree nomination for Trustee Emeritus Kenneth V. Miller. Mr. Miller served this body for two terms. He’s made numerous contributions to the community and I’m pleased to entertain his nomination in recognition of his considerable service to the community.

In addition to the action items, we also have several consent items on the agenda, including those related to curriculum, personnel and several fund performance reports.
Thank you, Chair Chen Zhang.

We're now two and a half weeks into the fall semester and it's great to feel the energy that a new semester and the return of our students bring to campus. There's also the ongoing progress at the new Student Center, which is now fully enclosed, and I also see and hear the renovation work at Dunbar Hall. It's a lot of welcome activity and it is both refreshing and also very familiar.

Lynn, I echo your appreciation for Dean Powell and the role that he has played in advancing the College of Aviation. During his tenure as dean, the college’s enrollment has increased, partnerships with industry leaders have been forged that support student success and most noticeably, he’s provided the vision for the development of the building that we are dedicating today.

I wish him the best in retirement and look forward to hearing his presentation today and to celebrating the Aviation Education Center’s dedication later this afternoon.

During that dedication we’ll hear from a number of representatives from partner organizations that played a role helping us move forward through the process of planning and developing this beautiful facility that was built with students in mind.

Partnerships are critical to us in higher education, and specifically at Western as we strive to make connections that enable us to continue building on the promise of student success and that contribute to stronger communities.

The value of those partnerships was also reflected earlier this week when we celebrated the opening of the new Ascension Borgess Cancer Care Center at the new section of Business Technology and Research Park—BTR Park North.

This facility is the first building to be completed in BTR Park North, and this event offered us the chance to pause and celebrate the value of collaborations between higher education, business, local government and other entities in improving residents’ quality of life.

We had good news earlier this week when Provost Bott shared word from the Higher Learning Commission that it has reaffirmed Western’s accreditation.
This announcement comes following an extensive, decade-long process that culminated with a site review and report and resulted in a vote by the HLC to reaffirm Western’s full accreditation status through 2031.

I’d like to thank the Provost for her leadership, the accreditation team for keeping us on task and the many faculty, staff and students who served on criterion teams and the HLC Peer corps reviewers who contributed to this massive effort.

Provost Bott is also taking the lead in a University-wide strategic planning effort that will soon be getting underway. This planning is a thoughtful and important effort that will include numerous individuals who will look at how we can build on our existing strengths to create an even stronger University for the future. It is vital work that is crucial to maintaining a strong organization.

Later in this meeting I will be asking this board to accept my nomination of Trustee Emeritus Kenneth V. Miller for an honorary degree. Ken has been a strong supporter of our University and our community for many years. He’s a business owner, a volunteer, a philanthropist and very deserving of this honor.
Good afternoon Chair Chen-Zhang, members of the Board, President Montgomery, colleagues and guests. On behalf of the Western Michigan University Faculty Senate, thank-you for the opportunity to address the board and for allowing one of your designated partners in shared governance to update you on our activities.

The Faculty Senate Executive Board bid farewell and sent congratulations to Director Yvonne Ford upon her retirement from the University, and the Board also recently accepted the resignation of Director William Rantz. Please join me in welcoming newly elected Executive Board Director Scott Slawinski from the College of Arts and Sciences.

The administration has approved two Memorandum of Action; MOA-21/02: Creation of Transfer Minor Policy, which I spoke of at the June meeting, and MOA-21/03: Revision of Dean’s List Honors which will allow undergraduate students to be named retroactively to the Dean’s List, once incomplete grades for that semester have been posted.

September is our organizational month when all Councils/Committees convene for the first time and this year they convene, both virtually and in person. Charges for each have been approved and delivered. Both members and leaders are ready and willing to tackle this year’s projects.

We welcome the opportunity to participate, with our colleagues, in the October 2 graduation celebration where we will congratulate in excess of 1800 new WMU Alumni and recent graduates. The Faculty Senate’s first meeting of the year will be held Thursday, October 7 at 5 p.m. in 208 Bernhard as well as virtually; the inaugural Fallen Bronco ceremony will be Friday, October 8 at 3 p.m. at the international flag poles and finally, rounding out October’s events, the WMU Essential Studies launch celebration and first year anniversary will occur on Thursday, October 14 at 4:30 PM. More event details are forthcoming. Until then, the Faculty Senate would like to thank all faculty, staff, students, and University senior leadership that contributed to the Higher Learning Commission reaffirmation. We are very proud that the WMU Essential Studies program, an initiative of the Faculty Senate, was noted as a significant strength in the Higher Learning Commission reaffirmation process and report. The successful development and launch of WMU Essential Studies were due to the collaboration and leadership of all our partners in shared governance (Board of Trustees, Western Student Association, and Graduate Student Association). Over 400 faculty, staff, students, and senior leadership contributed to the development of the program and hundreds more are actively teaching courses in it. We are proud of and grateful to all who have and continue to make this program an overwhelming success.
It is most fitting that today we meet on the Aviation campus and celebrate the facility that will house the programs that will create the skies best future pilots. This is an example of over a decade of planning and work that resulted in an outcome that emphasizes the quality education that Western Michigan University offers. Time and talent from around the campus and beyond assisted in making this space a reality.

We are at the point in our pandemic journey where we have the end in sight, but fog is obstructing our view. I believe our pilot friends would say we have “reduced visibility” and our “reduced visibility” could lead to a “bumpy” landing. In our community some are adjusting to returning to in-person work, and many still wonder about what may happen this year with both the Delta and Lambda Covid variants. What we do know is that we are competing for a smaller pool of college ready students across the state, and that not attending college is a reality for more high school graduates. In order to remain competitive in the college market, we must continue to adjust. Academic Affairs, under the Provost’s leadership, began an interdisciplinary proposal review process earlier in 2021. We have had some success from the first round of proposals. After an informative conversation with a colleague last evening, I am reminded that now, more than ever, it is the time to look around, invite colleagues to the table to discuss curriculum and collaboration opportunities. It is time to think less about me, and more about what serves WMU students the best. It is time to tear down silos, not build new ones; and cross the aisle to create new opportunities and access for our students. If the crew of Apollo 13 and all those at Mission Control had not thrown the flight plan out the window and started over all those years ago, that space ship never would have safely landed on planet earth. Maybe it is time for us to focus on Western’s post-pandemic landing and what it will look like? Thank-you, Chair Chen-Zhang for allowing me to address the board. I will answer any questions that you may have.
PROPOSAL:  Permanent Easement Request from the Road Commission of Kalamazoo County

Background

The Road Commission of Kalamazoo County (RCKC) has requested a permanent easement of 168 square feet on a parcel owned by WMU at N 24th Street, Plainwell, MI. The parcel houses the WMUK radio tower. The permanent easement with legal description is attached. The proposed easement has been reviewed by the Office of General Counsel, WMUK and the Office of Business and Finance. The proposed easement would allow for work planned for the North 24th Street Improvement Project in spring 2022 to perform earthwork and grading activities designed to improve the condition of the road. The disturbed area will be reseeded and restored to existing condition upon completion of the project. RCKC will provide a payment of $1.00 to WMU for the easement.

Recommended Action

It is recommended the Board of Trustees approve the permanent easement requested by the Road Commission of Kalamazoo County.
EASEMENT DESCRIPTION:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 10 WEST, RICHLAND TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE NORTH 00° 28' 36" EAST ON THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 1163.48 FEET; THENCE SOUTH 89° 31' 24" EAST PERPENDICULAR TO SAID WEST LINE 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF OLD 24TH STREET AND THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE SOUTH 78° 25' 35" EAST 11.55 FEET TO THE WEST RIGHT OF WAY LINE OF 24TH STREET; THENCE SOUTHWESTERLY 30.00 FEET ON SAID WEST RIGHT OF WAY LINE AND ON AN 1195.57 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 22° 40' 14" WEST 30.00 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 00° 28' 36" EAST ON SAID EAST RIGHT OF WAY LINE 30.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO SURVEY.

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.

SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
PROPOSAL: Western Michigan University External Audit

Background

The WMU Audit Committee assists the WMU Board of Trustees in fulfilling its oversight responsibilities relating to: (1) the integrity of the University’s financial statements, and internal control system (2) the external auditor’s qualifications and independence, (3) the performance of the University’s external auditors, (4) communication with and oversight of the University’s internal audit function, and (5) matters involving compliance with Board policies, including conflict of interest; and other matters designated by the Chair of the Board, the President, Treasurer, or Assistant Treasurer.

The WMU Audit Committee oversaw the 2021 University Audit conducted by external auditor Plante Moran. WMU received a clean, unqualified opinion, this is the highest level of assurance that can be provided. The audit was completed September 23, 2021, and the report was accepted by the Audit Committee at its last meeting. A copy is available upon request.

Recommended Action

It is recommended the Board accept the 2021 external audit report dated September 23, 2021, conducted by Plante Moran.
PROPOSAL:  Major in Kinetic Imaging

Background

The Undergraduate Studies Council of the Faculty Senate has approved the creation of a new Major in Kinetic Imaging to be offered by The Frostic School of Art in the College of Fine Arts. The Kinetic Imaging Major, with concentrations in Animation, Game Art, and Video Art, aims to prepare students for professional practice as multimedia artists by creating a wide range of experience through flexibility within the proposed curriculum. The program is a four-year course of study with a concentration on critical thinking, problem-solving, collaboration, and creative use of technology. Through the study of media history, theories, methodologies, contemporary techniques, and related technology, students will accumulate a wide range of experiences and skills.

Recommended Action

Approve the creation of a Major in Kinetic Imaging.
PROPOSAL: Minor in Animation

Background

The Undergraduate Studies Council of the Faculty Senate has approved the creation of a new Minor in Animation to be offered by The Frostic School of Art in the College of Fine Arts. The Minor in Animation focuses on traditional and contemporary animation techniques, tools, and approaches through the use of hand drawing, stop motion, 3-D modeling, texturing, lighting, and rendering. Emphasis is placed on problem-solving, conceptual development, and effective communication towards the creation of a portfolio. This minor provides students with an opportunity to engage in creative thinking and learn more about storytelling and motion graphics, while developing their understanding of how animation impacts our culture and society. This minor is offered by the Kinetic Imaging program and is open to all students except those majoring in Kinetic Imaging.

Recommended Action

Approve the creation of a Minor in Animation.
PROPOSAL: Minor in Video Art

Background

The Undergraduate Studies Council of the Faculty Senate has approved the creation of a new Minor in Video Art to be offered by The Frostic School of Art in the College of Fine Arts. The Minor in Video Art focuses on creative production of time-based art utilizing both traditional and contemporary techniques and methods. Emphasis is placed on problem-solving, conceptual development, and effective communication towards the creation of a portfolio. This minor provides students with an opportunity to engage in creative thinking and learn more about storytelling and narrative, while developing their understanding of how video art impacts our culture and society. This minor is offered by the new Kinetic Imaging program and is open to all students except those majoring in Kinetic Imaging.

Recommended Action

Approve the creation of a Minor in Video Art.
PROPOSAL: Personnel Report

ACADEMIC

Administrative Appointments
Laura DeThorne; Chair; Department of Speech, Language and Hearing Sciences; effective July 1, 2021 through June 30, 2022.

Stacie Fruth; Chair; Department of Physical Therapy; effective July 1, 2021 through June 30, 2022.

Raymond Thompson; Interim Dean; College of Aviation; effective September 13, 2021 through June 30, 2022.

Tomika Ward; Assistant Dean, Academic Advising; Merze Tate College; effective September 13, 2021 through September 13, 2024.

Appointments – Tenured
Robert Tuttle; Associate Professor; Department of Engineering Design, Manufacturing and Management Systems; effective January 1, 2022.

Appointments – Tenure Track
Sojeong Nam; Assistant Professor; Department of Counselor Education and Counseling Psychology; effective September 21, 2021.

Appointments – Term
Abbie Andrzejak; Faculty Specialist II – Counseling Specialist; Department of Counseling Services; effective October 1, 2021 through June 30, 2022.

Charles Bruce; Faculty Specialist I – Lecturer; Department of Family and Consumer Sciences; effective January 1, 2022 through December 31, 2022.

Darreth Rice; Instructor; Department of Special Education and Literacy Studies; effective August 15, 2021 through August 14, 2022.

Gerardo Rincon; Instructor; Department of Marketing; effective January 1, 2022 through December 31, 2022.
Appointments – Grant/Contract
Cody Williams; Assistant Professor; Mallinson Institute for Science Education; effective July 1, 2021 through June 30, 2022.

Appointments – Adjunct
Todd Ellis; Adjunct Assistant Professor; Mallinson Institute for Science Education; effective July 1, 2021 through June 30, 2024.

Sean Field; Adjunct Assistant Professor; Department of Psychology; effective January 1, 2022 through December 31, 2024.

David Linn; Adjunct Assistant Professor; Department of Biological Sciences; effective September 1, 2021 through August 31, 2024.

Thomas Rothstein; Adjunct Assistant Professor; Department of Biological Sciences; effective September 1, 2021 through August 31, 2024.

Daniel Walker; Adjunct Instructor; Department of Chemistry; effective September 1, 2021 through August 31, 2024.

Faculty Retirements with Emeritus Status
José António Brandão; Professor Emeritus of History; Department of History; Effective June 30, 2027.

Duane Hampton; Associate Professor Emeritus of Geological and Environmental Sciences; Department of Geological and Environmental Sciences; effective August 31, 2022.

Julie Little; Master Faculty Specialist Emerita of Music; School of Music; effective June 30, 2027.

Jane-Jane Lo; Professor Emerita of Mathematics; Department of Mathematics; effective April 30, 2027.

Judith Swisher; Professor Emerita of Finance; Department of Finance and Commercial Law; effective June 30, 2025.

Gregory Veeck; Professor Emeritus of Geography; Department of Geography, Environment and Tourism; effective May 14, 2022.

Lisa Whittaker; Professor Emerita of Aviation Sciences; Department of Aviation Sciences; effective December 21, 2021.
NON-ACADEMIC

Administrative Appointments
Barry Olson; Associate Vice President for Student Affairs; Office of the Vice President for Student Affairs;
effective October 4, 2021.

Reetha Raveendran; Associate Vice President for Student Affairs and Dean of Students; Office of the Vice President for Student Affairs;
effective October 4, 2021.

Administrative Sabbatical
Evelyn Winfield-Thomas; Executive Director; Office of Institutional Equity;
effective September 1, 2021 through February 28, 2022.

Retirements
Richard Boyd; Utility Journeyperson; Facilities Management – Power Plant;
effective October 1, 2021.

Steven DeVall; Custodian; Facilities Management – Building Custodial and Support;
effective September 28, 2021.

Maureen Lassiter; Preventative Maintenance Scheduler; Facilities Management – Maintenance Services;
effective October 1, 2021.

Debra Robinson; Financial Services Assistant; Student Financial Aid;
effective August 27, 2021.
PROPOSAL:  Revised Western Michigan University Non-Discrimination Policy

Background

Western Michigan University, an affirmative action/equal opportunity institution, complies with applicable federal and state laws and University policies prohibiting discrimination and harassment against members of the University community. This policy addresses actions that constitute limitation or denial of educational and employment opportunities, University facility access, or participation in University activities on the basis of protected group status.

The policy has been revised to include pregnancy and genetic information. Additionally, language has been updated regarding disability and protected veteran status.

Recommended Action

It is recommended the Board of Trustees approve the revised WMU Non-Discrimination Policy.
PROPOSAL: Adoption of Amendment to the WMU Paper Tech Foundation Bylaws

Background

Pursuant to Article III, Section 2.D of its bylaws, the power to adopt the bylaws of entities related to Western Michigan University is reserved to the Board of Trustees. The Western Michigan University Paper Technology Foundation was established in 1958 by the pulp and paper industry to recruit capable students who wish to pursue careers in the industry; to form a partnership with Western Michigan University that provides the necessary resources to educate and train those young people; and to establish a scholarship program to assist students financially during their college years.

On October 19, 2021, the PTF Board of Trustees approved revisions to its bylaws. The bylaws were last revised in December 2016.

The noteworthy modifications to the bylaws include the following:

- Membership fees were increased and an annual escalator of 2% was included subject to board approval
- Clarification of proxy attendance by members
- Removal of the Audit Committee as the PTF now relies on the WMU Investments and Endowment Management Office and WMUF to review its financial statements

The bylaws and a more detailed summary of the revisions are attached as well.

The PTF Board recommends the WMU Board of Trustees approve the revised bylaws of the WMU Paper Tech Foundation.

Recommended Action

It is recommended the Board approve and adopt the revisions to the WMU Paper Tech Foundation bylaws.
PROPOSAL: WMU AAUP Lease Agreement

Background

The Montague House, located on East Campus, has long served as the offices for the WMU/AAUP. On August 21, 2021, the University and the WMU/AAUP negotiated a renewal of the lease. The lease terms are consistent with previous leases. A summary of the terms are:

Building: Montague House, 814 Oakland Drive, Kalamazoo, MI 49048
Lease Term: Four (4) years
Renewal Commencement: April 1, 2022
Use: Office
Rent: Year 1: $2,255.50
   Year 2: $2,323.16
   Year 3: $2,392.85
   Year 4: $2,464.54
Maintenance: University responsible for costs exceeding $750/snow removal/refuse removal/grounds keeping is a shared responsibility.

A copy of the lease is attached. The only revisions to the lease are a 3% increase in rent and making it a four (4) year lease rather than three (3). The University believes the terms are reasonable.

Recommended Action

It is recommended the Board of Trustees approve the WMU AAUP Lease Agreement.
Lease

THIS AGREEMENT, made and entered into on the 23rd day of August 2021 between the Board of Trustees of Western Michigan University, a constitutional body corporate, hereinafter referred to as “Landlord,” and the WMU Chapter of the American Association of University Professors, hereinafter referred to as “Tenant.”

Part A – Lease Terms

1. Leased Premises. Landlord, for and in consideration of the covenants and agreements hereinafter mentioned and to be kept and performed by Tenant, has demised and leased to Tenant the premises known as the Montague House, located at 814 Oakland Drive on the campus of Western Michigan University, City of Kalamazoo, County of Kalamazoo, State of Michigan (Leased Premises), to use and occupy strictly as an office and meeting place.

2. The Parties agree that Tenant hereby leases for the Term of the Lease and accepts the Leased Premises in its “AS IS” condition existing on the Effective Date, without any express or implied representations or warranties of any kind by Landlord, its agents or representatives, or the employees of any of them regarding the Premises. The Tenant will not ask the Landlord to make or pay for any alterations or structural changes. Tenant acknowledges that Tenant presently occupies and has occupied the Premises since 1986.

3. Term and Termination

   a. The term of this lease shall be for the period of four years commencing on the first day of April 2022 and ending March 31, 2026.

   b. Either Party may terminate this agreement without cause with twelve months’ written notice to the other Party. In such voluntary termination, the Parties shall work together to make any required arrangements for personnel or property inside Leased Premises.

   c. Any notice to terminate by Tenant on a month-to-month Lease will be given within the first seven days of the month. Any notice by Tenant made after the first seven days of the month will be deemed to begin the following rental due date (first day of the following month).

4. Rent. The rent shall be paid in monthly installments according to the following agreed-upon payment schedule:

   First year of lease: April 1, 2022, through March 31, 2023, rent shall be due and payable in the amount of $2,255.50.

   Second year of lease: April 1, 2023, through March 31, 2024, rent shall be due and payable in the amount of $2,323.16.

   Third year of lease: April 1, 2024, through March 31, 2025, rent shall be due and payable in the amount of $2,392.85.

   Fourth year of lease: April 1, 2025, through March 31, 2026, rent shall be due and payable in the amount of $2,464.54.
5. **Right of Renewal.** Both Tenant and Landlord reserve the right to negotiate the rent and other conditions of a renewal of this Lease when conditions for renewal are agreed upon in writing by both parties.

6. **Payment Location.** Rental payments shall be made by check or money order payable to Western Michigan University, and mailed to the Director of Business Services, 2080 Seibert Administration Building, Western Michigan University, Kalamazoo, MI 49008-5222.

7. **Notice.** Michigan law establishes rights and obligations for parties to rental agreements. This Lease may need to comply with the Truth in Renting Act, Act 454 of 1978, MCL § 554.631, et seq. If Tenant has questions about the interpretation or legality of provision of this Lease, Tenant may want to seek assistance from an attorney or other qualified person.

8. **Security Deposit.** No security deposit is required under the terms and conditions of this lease. Therefore, the sections of Act 348 of 1972, Landlord and Tenant Relationships, MCL § 554.601, et seq., relating to security deposits need not be complied with.

9. **Communications.** The address for receipt of all communications by Landlord, under the Truth in Renting Act, and, if applicable, the Landlord Tenant Relationships Act is the Director of Business Services, 2080 Seibert Administration Building, Western Michigan University, Kalamazoo, MI 49008-5222.

10. **Occupancy.** Tenant agrees that only persons who are specifically named above as Tenant shall occupy the described unit. No other person shall occupy the unit without advance written consent of the Landlord. It is expressly understood and agreed that for the purposes of this clause and this lease, only employees, members, and guests of Tenant may occupy this office. If Tenant fails to comply with the limitation of occupancy, this Lease and the occupancy of Tenant may at the option of the Landlord, its agents or assigns, be terminated in the manner hereinafter set forth.

11. **Utilities.** Landlord shall pay the following utility services: heat, electricity, water, gas, and sewer. Telephone will be provided by means of direct rental agreement between the Tenant and the telephone provider, and as provided by Article 7 of the current WMU/AAUP Agreement.

12. **Custodial.** Tenant shall pay all custodial services.

13. **Late Fee.** Tenant expressly agrees to make payments of all monthly installments of rent on or before the dates designated herein. A late charge of $20.00 shall be imposed for all rental payments not received on or before the fifth day of each month. A service charge of $10.00 shall be imposed for each rental check returned for insufficient funds. These late fees are to be considered as liquidated amount representing Landlord's damages on account of the late payment of rent. Tenant's failure to immediately pay the aforementioned sums shall constitute Tenant in default hereunder.

14. **Heating System.** Landlord will maintain the heating system, including maintenance and repair.

**PART B – General Conditions**

1. **Permitted Uses.** Tenant shall not use or permit the premises, or any part thereof, to be used for any purpose other than that of a private office and meeting place consistent with its designation. The rental unit shall not be used for illegal purposes or any purpose that could bring discredit or danger to the University, the building or its occupants.
2. *Holding Over.* Any holding over after the expiration of the term hereof, with or without the consent of the Landlord, may be construed to be a tenancy from month to month, at the rents hereinafter specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

3. *Default.* If any rental installment is not paid within fourteen days from due date, or if Tenant shall fail to remedy any other default of the provisions of this Lease within fourteen days after service of notice of such default, all of Tenant’s rights under this Lease and all of Tenant’s rights to possession of the leased premises shall thereupon be terminated. Landlord, its attorneys, successors, representatives and assigns shall be entitled to immediate possession of the leased premises, if the same can be obtained peaceably.

4. *Peaceful Enjoyment.* In return for Tenant’s continued fulfillment of the terms and conditions of this Lease, Landlord covenants that Tenant may at all times which this Lease remains in effect, have and enjoy, for its sole use and benefit the property hereinabove described.

5. *Showing for Rental* Tenant hereby grants permission to Landlord to show the leased premises to new rental applicants at reasonable hours of the day, and upon reasonable prior notice, within forty-five days of the expiration of the term of this lease, or its renewal, whichever is later.

6. *Assignment and Subletting.* Tenant shall not assign this lease, or sublet the premises of any part thereof, without the prior written consent of Landlord. Landlord has no intention to allow the Tenant to sublease or assign any part of this Lease.

7. *Entry for Inspection, Repairs and Alterations.* Landlord shall have the right to enter the leased premises, for inspection and repair, at all reasonable hours and upon reasonable request.

8. *Interruption of Service.* Interruption or failure of any utility service maintained in the Leased Premises, if due to causes beyond Landlord’s control, shall not entitle Tenant to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take measures as may be reasonable in the circumstances to restore the service without undue delay.

9. *Destruction of Premises and Eminent Domain.* In the event the Leased Premises are totally destroyed or rendered untenable by fire, storm or earthquake, or other casualty caused by the negligence of Tenant, or if the same are taken by eminent domain, this Lease shall end from such time except for the purpose of enforcing rights Tenant may have then accrued hereunder. Rent shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction or taking of premises; tenant paying up to such date and Landlord refunding the rent collected beyond that date. Should part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake or other casualty not caused by the negligence of Tenant, the rental shall abate as to that portion of the premises that are untenable in the proportion which the injured part bears to the whole Leased Premises. Such untenable part shall be restored by Landlord and chartered to Tenant as speedily as practical, after which the full rent shall recommence and the Lease will continue according to its terms.

10. *Covenants of Tenant.* Subject to Section A.2, above, Tenant for itself and it heirs, executors and administrators agrees as follows:

(a) to pay the rent herein stated promptly when due, without any deductions whatsoever, and
without any obligation on the part of the Landlord to make any demand for same;

(b) to keep the premises in a clean and sanitary condition, and to comply with all laws, codes, health and insurance policy requirements with respect to said premises and appurtenances, and to save Landlord harmless from all fines, penalties and costs for violations or non-compliances by Tenant with any of said laws, requirements or regulations, and from all liability arising out of any such violations or non-compliance;

(c) not to use premises for any purposes deemed hazardous by insurance companies carrying insurance thereon;

(d) that if any damage to the property shall be caused through acts or neglect by itself or its guests, Tenant will be responsible for the repair of such damage;

(e) to be responsible for all interior maintenance of every kind which cost does not exceed $750 for an individual repair item, excepting repair to the heating system.

11. **Covenants of Landlord:** Subject to Section A.2, above, Landlord assumes responsibility for repairs to the heating system and for major maintenance for an individual repair item, which cost exceeds $750.

   (a) that remodeling, repair or modification of the leased premises will be done only with the approval of the Landlord;

   (b) to be responsible for trash pickup and grounds maintenance, except for mowing the grass and snow removal; Landlord will mow the grass, remove snow, and salt ice;

   (c) Landlord agrees to share responsibility of landscaping/grounds cleanup. Landscape Services (LS) will mow grass, weed whip and blow clippings. LS and tenant will monitor the annual and perennial beds for trash and weeds.

   (d) not allow parking in the attached garage; and

   (e) not use the fireplaces in the building.

12. **Costs Incurred by Default.** If Tenant defaults in making any payment required by this Lease, and the Landlord has obtained the services of any attorney with respect to the collection thereof, the Tenant covenants and agrees to pay the Landlord and all reasonable costs or fees involved, including attorney fees, insofar as the costs or fees are permitted by statute.

13. **Subordination.** This Lease shall be subordinate in respect to any mortgages that are now on or hereafter may be placed against Leased Premises, including any bonding or other indentures. The recording of such mortgage or mortgages shall have preference and precedence and shall be superior and prior in lien to this Lease, irrespective of the date of recording. Tenant agrees to execute any such instrument, without costs, which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages, bonds or bonded indebtedness. A refusal by Tenant to execute such instrument shall entitle Landlord or Landlord's assigns and legal representatives to cancel this Lease without incurring any expenses or damages, and the term hereby granted is expressly limited accordingly.

14. **Landlord's Agent.** Any action permitted or required by Landlord may be performed by Landlord's
agent, including execution of this Lease, and Tenant shall deal with the agent until instructed otherwise in writing by Landlord or agent. Landlord has appointed the Director of Business Services as its agent. Tenant understands that agent performs only as an agent for Landlord and that no contractual relationship exists between Tenant and agent.

15. **Assignment by Landlord.** Landlord may assign this Lease, and may pledge the rental receipts due hereunder.

16. **Notices.** Any notice to Tenant shall be deemed sufficient if addressed to the last-known address of Tenant.

17. **Fire and Casualty Insurance.** Tenant shall be responsible for obtaining a policy of fire and casualty insurance and protecting Tenant against loss or damage of or to his furnishings, equipment, and personal property in or on the premises. Tenant shall also be responsible for securing full liability insurance and property damage insurance, and shall provide a liability and property damage policy naming the University as also insured, with dollar amounts as follows:

   (f) General Liability $1,000,000  
   (g) Property Damage $ 300,000

A certificate of insurance will be provided to Landlord upon request.

18. **Invalidity.** If any part hereof is contrary to, prohibited by, or deemed invalid under the laws of the State of Michigan, said provision shall be deemed inapplicable or omitted, but shall not invalidate the remaining provisions hereof.

19. **False Representations.** If any representations of Tenant prove to have been false or misleading in any material way when making application for this Lease, then the Landlord may declare the Lease void and may take possession of the premises by legal process.

20. **Taxes.** Tenant will be responsible for any personal or real property taxes assessed against the property. If such taxes are assessed, Tenant shall have an option to cancel this Lease on sixty (60) days' notice.

21. **Indemnification.** Tenant further agrees to indemnify, save and hold harmless the University, its employees or agents, the president of the University, and the Board of Trustees from any and all suits, claims, liability, damages, loss, costs, including attorney fees, and expenses of every kind and nature that may be asserted against or incurred by the University, its employees or agents, its president or the Board of Trustees by another or others, however, the same may be caused, resulting directly or indirectly from the Agreement. Without limiting the generality of the foregoing, Tenant’s agreement to indemnify Landlord shall include injury or death to any person or persons and damage to any property, including that of the University for which Tenant has care, custody and control, except those suits, claims, liability, damages, loss, costs or expenses that resulted or result directly from the gross negligence or recklessness of the University, its employees, or agents.

22. **Animals.** Tenant shall not keep domestic or other animals in or about the leased premises without written consent of Landlord.

23. **Alterations, Additions or Improvements.** Tenant agrees not to make any alterations, additions, improvements or changes in the premises, interior or exterior or to the equipment and fixtures provided by Landlord without written consent of the Landlord.
24. **Locks.** Tenant may change locks at its discretion. No chain or safety lock shall be installed without advance written permission of the Landlord. The Landlord shall be given a pass key to all locks. Such key shall be in the possession of the WMU Department of Public Safety only.

25. **Garbage.** Garbage and trash removal is the responsibility of the Tenant.

26. **Keep Premises Clean.** Tenant agrees to keep the premises clean and orderly to the reasonable satisfaction of the Landlord.

27. **Entrance, Passages and Stairways.** The entrance, passages, stairways, and exits shall not be obstructed by Tenant, agents, associates, employees or guests, nor used by them for any purposes other than ingress to or egress from the Leased Premises.

28. **Business Activities and Signs.** Tenant shall not carry on any business other than that contemplated by this Lease nor inscribe nor affix any signs, advertisement or notice of the outside of or inside of the building or demised premises, except with written consent of Landlord.

29. **Boarders, Lodgers, or Roomers.** Tenant shall not sell or give accommodations in the premises to any boarders, lodgers, or roomers.

30. **Payment for Damages.** Tenant shall reimburse Landlord for any damages to the premises or equipment therein during its tenancy, except for damages from causes beyond its control, or damages repaired by Tenant. Tenant shall pay on demand the amount of such damage. Landlord shall be entitled to all of the remedies provided in the Lease and by law for nonpayment of rent in the event Tenant fails to pay such damages.

31. **Reporting of Damage.** Tenant shall report to the Landlord at once any damage to water pipes, toilets, drains, or loss of any kind. Tenant shall not interfere in any manner with any part of the heating, lighting, refrigerating, or cooling apparatus in or about the demised premises or in or about the building containing same without the permission of the Landlord.

32. **Flammable Materials.** Tenant shall not use nor keep flammable materials on the premises or in storage rooms, nor use any method of heating other than that supplied by Landlord (e.g., no space heaters). At no time will Tenant use a stove and/or oven to heat the premises.

33. **Responsibility for Personal Property.** All personal property placed in the premises shall be at the risk of Tenant or owner of such personal property, and Landlord shall not be responsible for any damage to or theft of such personal property from any cause.

34. **Partial Rent Payments in Case of Default.** Tenant agrees that acceptance of partial rent payments by Landlord after notice of termination or forfeiture will not constitute waiver of the notice of forfeiture unless Landlord agrees to a waiver in writing, nor will such payment affect any legal proceedings taken or to be taken by Landlord except to reduce Tenant's obligation to Landlord by the amount of such partial payment.

35. **Waiver of Default.** Landlord's waiver of any of Tenant's defaults or breaches of any covenant, duty, or other requirement under this Agreement shall not bar Landlord thereafter from requiring immediate performance by Tenant of the obligations of this Lease, nor shall Landlord be barred thereafter from immediate exercise of any of Landlord's rights or remedies in case of continuing or subsequent default or violation by Tenant.
36. **Personal Property Left by Tenant after Vacating.** Tenant releases Landlord from any and all liability for damages or loss of personal property left by Tenant after vacating the property. If Landlord stores the personal property, Tenant agrees to pay reasonable storage for recovery of the property.

37. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

38. **Loss of Vehicles.** Landlord shall not be liable for any loss or damage whatsoever to any vehicle which Tenant, its agents or guests, may park in areas provided by Landlord.

39. **Parking.** Certain parking spaces are available behind the leased premises, but Landlord makes no warranties relating to these parking spaces.

40. **Breach of Lease.** Violation of any term of this Lease by Tenant may, at the discretion of Landlord, be considered a breach of the Lease, and Landlord may exercise all available options under the Lease or those available at law.

41. **Bottled Water:** Landlord agrees to reimburse up to $250 for bottled water for each year of the lease.

42. **Agreement Signatures.** All parties to this Agreement, signed this 23rd day of August have read, and agree to abide by all rules and regulations listed herein. In consideration hereof, the undersigned hereby guarantee the faithful performance of the covenants and conditions of this Lease.

---

**Tenant**
Western Michigan University Chapter of the American Association of University Professors
By: [Signature]
Cathryn Bailey
WMU-AAUP President

**Landlord**
Board of Trustees of Western Michigan University
By: [Signature]
Michele L. Cole
Director, Business Services
PROPOSAL: Portage Brewing Company Lease Agreement

Background

Administration requests the Board of Trustees’ approval to enter into a lease with Portage Brewing Company, doing business as Latitude 42. Portage Brewing Company wishes to lease and operate a pub style restaurant in the new Student Center of approximately 3,000 square feet. The menu will include pub style food, locally brewed beer, and wine. Portage Brewing proposes to partner with WMU faculty and staff to highlight student talents from the Sustainable Brewing program, School of Music, and the Hospitality program among others.

The initial term of the lease is five (5) years with a second five (5) year option, with monthly rent payments of $2,500 (base rent) or a percentage of gross sales, whichever is greater. Annual base rent increases are tied to the Consumer Price Index (CPI). The lease is to become effective pending WMU Board of Trustees approval.

Recommended Action

It is recommended the Board of Trustees authorize the Treasurer or Assistant Treasurer to enter into a lease of five (5) years with an optional five (5) year extension with Portage Brewing Company effective for property owned by Western Michigan University located at the new Student Center, Kalamazoo, MI, with those terms and conditions deemed by the administration to be in the best interests of the University.