



Council of Trustees
West Chester University
West Chester, Pennsylvania 19383-1000

**Council of Trustees
Resolution 2005-12**

www.wcupa.edu

PROPOSED

RESOLUTION
COUNCIL OF TRUSTEES
WEST CHESTER UNIVERSITY

May 4, 2005

BE IT RESOLVED THAT THE COUNCIL OF TRUSTEES OF
WEST CHESTER UNIVERSITY
CONFERS THE DESIGNATION OF EMERITUS UPON THE
FOLLOWING DISTINGUISHED RETIRED FACULTY:

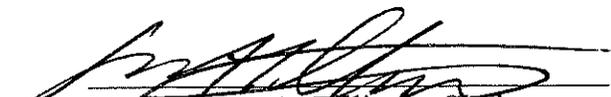
Dr. George S. Claghorn
Professor Eugene Klein
Dr. Charles G. Price
Professor H. Lee Southall
Dr. Paul Streveler
Dr. John W. Weaver
Dr. Richard I. Woodruff

APPROVED PENDING ACTION BY THE COUNCIL OF TRUSTEES


Dr. Madeleine Wing Adler, President

May 4, 2005
Date

APPROVED BY VOTE OF THE COUNCIL OF TRUSTEES


Mr. Thomas A. Fillippo, Chairperson
Council of Trustees

May 4, 2005
Date

George S. Claghorn

Dr. Claghorn began at West Chester University as the first Philosophy professor on the West Chester faculty in 1963. He founded the Philosophy Department and became Chair of the department from its establishment in 1966 until 1996. After stepping down as Chair, he continued to serve capably as a member of the department until May of 2004 when he retired. During that period he not only succeeded in building the largest Philosophy Department in the State System of Higher Education, but also to develop the only M.A. program in Philosophy in the Pennsylvania State System of Higher Education.

His scholarship includes his work in the study of Jonathan Edwards and is recognized throughout academic circles as first rate scholarship. He has been the featured speaker at international symposia on Edward's through and has received two honorary doctorates in recognition of his accomplishments.

Dr. Claghorn's professional and academic memberships include the American Philosophical Association, Metaphysical Society of America, Historical Society of Pennsylvania, Chester County Historical Society and the Association of Pennsylvania State College and University Faculties. His University services includes extensive service on the Curriculum and Academic Policies Council (CAPC) from 1976 through 1995; chair of the Woman-in-Residence Committee, and organizer and chair of the conference for students of the School of Arts and Letters – "Careers in the Humanities" in March, 1998. He has also served the University on the following Committees: Graduate Council, Undergraduate Programs Committee, Long-range Planning Committee, Research and Grants Committee, Tenure, Promotions, and Sabbaticals Committee and the Faculty Senate (Chair of the Ethics Committee).

Eugene Klein

Professor Klein served as the undergraduate coordinator for the School of Music from 1988 until his retirement in 2003. In that role, he was revered as a great servant and leader on campus. He was also an excellent cellist and teacher of cello. He also served as co-director of the annual String Day, an event that helped to recruit string majors to the department.

As a departmental citizen, Professor Klein served on many University committees throughout his tenure at WCU. He served as chair of the Undergraduate Affairs Committee and was a member of the School of Music Executive Council, the School of Music Curriculum Committee, the Honors Convocation Committee and many search committees. He designed and implemented the Sophomore Barrier for Music Majors which was a major contribution to the School of Music and is used as an assessment tool.

As a University citizen, Professor Klein served on the Summer Orientation Committee, the Admissions Open House Committee and was a frequent performer at special events for the University including holiday receptions.

Beyond the University, he was an active member in the American String Teacher's Association, the American Federation of Musicians and was guest conductor and adjudicator in the Harford County Public Schools.

Charles G. Price

Dr. Price began his career at West Chester University in 1985 and joined the ranks as a tenure track professor in 1990. He brought with him a rich store of experience within the classroom, having already taught at various colleges and universities for 23 years. He also had performed extensively as an oboist, including substitute principal of the San Francisco Symphony and principle of the Riverside Symphony, the Riverside Opera, the San Bernardino Symphony, the Redlands Bowl and the Trenton Civic Light Opera orchestras.

Following his tenure-track appointment in 1990, Dr. Price was appointed Graduate Coordinator for the School of Music and served in this capacity from 1991 – 1995. He continued to teach and added sections of Fine Arts Music (ethnic emphasis) and Form and Style in the Arts (writing emphasis). He taught several additional graduate courses as well. His teaching went well beyond the classroom. He focused on three principal areas: student advising, writing emphasis, and a commitment to the Honors Program.

His scholarship includes developing courses for the Honors Program for several years. He read papers at national meetings of the American Handel Society, the Society for 18th Century Music, the American Culture Association, and for regional meetings of the College Music Society and the American Musicological Society. He presently has a book in press, and has published five articles and two book reviews in scholarly journals and has appeared as oboe soloist in five recitals with the Chamber Music Consort of Philadelphia.

Areas of service included undergraduate advisor, graduate coordinator, WCU Honors Council, and Scholarship Committee. He was appointed by the President to the WCU commission on the Status of Women and served on the Council of Graduate Coordinators. Dr. Price also belongs to several professional organizations and has served as president of the Mid-Atlantic Chapter of the American Musicological Society for two terms (1988-92).

H. Lee Southall

Professor Southall was an excellent teacher in the classroom and in his low brass studio. He was an outstanding conductor of bands, brass groups and jazz ensembles. Student evaluations consistently supported that he had an ongoing rapport with School of Music students. Many of his students became fine music teachers and excellent jazz ensemble directors, while others became professional performers in the military bands.

As director of the Criterions, Professor Southall coordinated many requests for musical performances for ceremonies, dances, entertainment at picnics, commencements and luncheons on campus. Other significant events included performing for the Statewide Alumni Association, the Stateside Trustees meeting, President Adler's Inauguration, the Academic Honors Convocation and the initial fundraising event for the new Performing Arts Building.

As Coordinator of Jazz Studies, Southall began the "Friends of Jazz" mailing list that eventually became the "WCU Friends of Jazz", a group of over 1,100 supporters. He organized the first Annual Criterions Alumni Reunion in 1984 and continues to organize and support the event in his retirement. He also organized the Annual Jazz Festival in 1990, which is a highly regarded cultural event each year for the community and the University. He began a Jazz Endowment which became the Michael Falcone Memorial Jazz Scholarship.

Paul Streveler

Dr. Streveler taught in the Department of Philosophy from 1970 until his retirement in May of 2002. He established himself as an outstanding instructor of both undergraduate and graduate students. A letter in support of his nomination for emeritus designation from a former student, now an attorney, confirms Dr. Streveler's mentorship qualities which caused many students to reflect on their lives and learn something about them.

Beyond the classroom, Dr. Streveler's accomplishments include recognition as a major contributor to scholarship in the field of medieval thought. His scholarly articles have been published in numerous highly respected journals including *Anselm Studies*, *Vivarium* and *Franciscan Studies*. He also co-authored "Robert Holcot on Seeing the Future Clearly: Quodlibetal Questions on Future Contingencies" published by the Pontifical Institute of Medieval Studies Toronto 1995. Dr. Streveler is an outstanding scholar as well as an outstanding professor.

Within the Philosophy Department, he designed and taught new undergraduate courses in Biomedical Ethics and Environmental Ethics. He is commended by colleagues for his spirit of collegiality and the building of goodwill within the Department.

John W. Weaver

Dr. Weaver began his tenure at West Chester University in September of 1973 as an associate professor in the Department of Mathematical Sciences where he taught at the graduate and undergraduate levels and was primarily responsible for the initiation and development of the Computer Science Program within the department. During the time from 1980 until 1995, he was promoted to Professor and continued development of the Computer Science Program. Of particular importance was the advising the graduate students in the emerging graduate program. In 1983, he became chairperson of the Mathematical Sciences Department which consisted of Computer Science, Mathematics Education, Pure Mathematics, and Applied Mathematics. From July 1, 1995 until April of 2002 he was a professor of Computer Science, and in July of 1995 Computer Science became a separate department of which Dr. Weaver served as Chairperson until May 2002.

Dr. Weaver's is well known for his dedication to West Chester University with a significant record of service which includes service on the Curriculum and Academic Policies Council (CAPC) for 11 years. During that time, he served on the Undergraduate Programs Subcommittee for six years. Other committee service included: the Registrar's Advisor Committee, the Space Management and Calendar Committee, Summer School Compensation Committee, the Class Scheduling Task Force and the Electronic Registration Task Force.

Dr. Weaver as always played an important role in university fundraising efforts, particularly when they directly impact the students. He is listed in the Who's Who of Computer Graphics and in the Who's Who in the East.

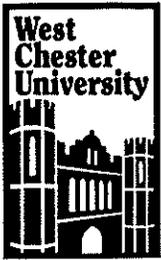
Richard I. Woodruff

Dr. Woodruff came to West Chester University in the fall of 1966. For 25 years, he taught Biology 100, serving as coordinator for most of that time. Since then, he has served as coordinator for General Biology, the biology major's introductory course. Professor Woodruff was instrumental in shaping the curriculum of the Biology department, and was a member of the curriculum committee during several transitions in the department. He was among the faculty who introduced the concept of team teaching using a large-lecture, small-laboratory format. For his outstanding teaching accomplishments, the Commonwealth of Pennsylvania awarded Professor Woodruff a Teaching Fellow Award in 1978.

Professor Woodruff has made significant contributions beyond the classroom. He created the Biology department Light Microscopy Facility. Professor Woodruff acquired all of the instrumentation in the current facility, and actually fabricated some of the equipment himself. This facility which utilizes advanced techniques has enabled graduates obtain careers in science fields that use microscopes extensively. Dr. Woodruff received a National Science Foundation (NSF) and a National Institute of Health (NIH) research award. He continues to train numerous undergraduate students in his laboratory by providing them with paid employment during the summer months.

Dr. Woodruff has been recognized for his research endeavors by receiving the WCU Faculty Merit Award for Scholarship in 2000 and again in 2004 by receiving the Distinguished Sponsored Research Award. He was concurrently awarded both a National Science Foundation (NSF) and a National Institute of Health (NIH) Award, and is the only faculty member in the history of the University to hold simultaneous awards from these agencies. In the past five years, Professor Woodruff has secured research grants totaling over half a million dollars.

In the area of service, Dr. Woodruff served a term as President of the American Association of University Professors (AAUP). As a University citizen, he has served on committees including the Pre-Medical and Pre-Professional Committee for 10 years, the Faculty Development Committee (FDC) for 7 years, and on the Faculty Senate.



**Council of Trustees
Resolution 2005-13**

Council of Trustees
West Chester University
West Chester, Pennsylvania 19383-1000

www.wcupa.edu

PROPOSED

RESOLUTION

COUNCIL OF TRUSTEES

WEST CHESTER UNIVERSITY OF PENNSYLVANIA

MAY 4, 2005

MEMORANDUM OF UNDERSTANDING

BE IT RESOLVED THAT THE COUNCIL OF TRUSTEES OF WEST CHESTER UNIVERSITY OF PENNSYLVANIA HEREBY APPROVES THE AMENDED MEMORANDUM OF UNDERSTANDING BY AND BETWEEN WEST CHESTER UNIVERSITY OF PENNSYLVANIA AND THE FUND FOR WCU DATED JULY 1, 2005.

APPROVED PENDING ACTION BY THE COUNCIL OF TRUSTEES

Madeleine Wing Adler, President

4/29/05
Date

APPROVED BY VOTE OF THE COUNCIL OF TRUSTEES

Thomas A. Fillippo, Chairperson
Council of Trustees

5/4/05
Date

April 4, 2005

Dear ,

During the past two WCU Council of Trustees meetings, Trustee Carole Aichele updated the Council on a request from State System legal counsel that System universities must establish clear legal separations between them and their affiliated foundations. This separation is critical for several reasons:

- 1) In order to undertake certain types of private-public partnerships (such as the student housing initiative or research projects) and keep attending costs and debt obligations separate from the State, foundations must be able to demonstrate that they are not instruments of the State.
- 2) Affiliated foundations are often asked by their universities to support activities that cannot be funded with state dollars (e.g., federal lobbyists) or to receive gifts that state law prevents a public university from accepting (e.g., insurance). Affiliated foundations without clear independence may not be able to provide these services or accept such gifts.
- 3) Private foundations enjoy certain privacy rights that public entities do not. For example, private foundations are not required to share the names of donors who wish to remain anonymous. The lack of clear distinctions between a public university and its affiliated foundation can leave sensitive donor information open to public scrutiny, particularly by the media (e.g., University of Louisville and University of Toledo Foundations).

Legal challenges to the independence of affiliated foundations have been increasing. As a result, rulings by several state and federal courts have established tests to determine a foundation's independence. These include that the foundation can demonstrate that its incorporation, governing boards, and staff are distinct from its affiliated university. The foundation is also expected to pay rent for use of university facilities and establish contracts for services with the university.

In order to address this mandate from System legal counsel, WCU is proposing changes to the Memorandum of Understanding (MOU) between the University and the Fund for WCU. To that end, please find attached a document that outlines the changes to the MOU as recommended by System legal counsel. In each instance where a change is requested, both the original text and proposed revised text are shown.

A summary of the changes and rationale are as follows:

Section 4. Distribution of Gift Income.

The original text requires that all gifts to the Fund be transferred to the University at least quarterly. The new language allows the University to authorize the Fund to retain specific gifts in order to benefit the University. For example, since the Fund will be building the undergraduate business center for WCU, it is important for the project's financing and construction that gifts contributed for that purpose remain with the Fund. Also, a sentence is added which clarifies the disposition of endowment gifts.

Section 6. Collaboration and Services

The original text of this section commits the University to providing specific support to the Fund in the form of staff, services, and space. It also defines a University-directed selection and evaluation process for the Fund's executive director. System legal counsel believes that these provisions do not provide the "arms length" relationship that is critical to the Fund's independent legal standing. Therefore, the proposed text recommends a new arrangement in which the Fund provides its own Executive Director (and other staff it might need) and plays the lead role in staff evaluation. In addition, all services that the Fund and WCU may provide to each other will be based on contracts. Lastly, the Fund will be required to pay market rent to the University for the space it occupies.

Section 13. Term and Review of MOU

The original language in sections 13A and 13B provided for automatic renewal of the MOU unless either party elects to discontinue or revise the relationship. System legal counsel has explained that the term of agreements between System universities and non-state entities should not exceed five years. Therefore, it is recommended that article 13A reflect the new dates of the initial term of the MOU and that section 13B allow for a five-year term of renewal.

In addition to the MOU, you will recall that the Council approved a Fiduciary Agreement between WCU and the Fund that authorizes the Fund to serve as the manager of certain University endowment assets (approved 11/21/02). Because that Fiduciary Agreement is set to expire on June 30, 2005, and the MOU that serves as an addendum to that Fiduciary Agreement is being recommended for revision, the Council will also be asked to approve a new Fiduciary Agreement with the Fund that incorporates the revised MOU and a five-year renewal term. A copy of this Fiduciary Agreement is also included with this letter. Aside from the date changes and new MOU addendum, the remainder of the agreement remains the same.

At the May 4, 2005 Council meeting, it is anticipated that the Advancement Committee will be recommending approval of the revised MOU. The renewal of the Fiduciary Agreement will be proposed by the Finance Committee at that same meeting.

Thank you in advance for reviewing the attached documents. If you have any questions or suggestions, or would like to meet with us to discuss these agreements, please contact either of us at your convenience and we will be happy to assist you.

Sincerely,

Mark P. Mixner
Vice President for Administrative
and Fiscal Affairs

Mark G. Pavlovich
Vice President for Advancement

**RECOMMENDED REVISION TO THE MOU
BETWEEN WCU AND THE FUND FOR WCU**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter referred to as the "MOU") is made by and between the Fund for West Chester University of Pennsylvania (hereafter referred to as the "Fund") and West Chester University of Pennsylvania (hereafter referred to as WCU) this 1st day of July, 2005.

BACKGROUND

WHEREAS, the Fund has been established to advance the charitable, educational, and scientific purposes of WCU as defined by the President of WCU, and

WHEREAS, the Fund will raise, receive, and manage gifts and endowments for the benefit of WCU, and

WHEREAS, the Fund will conduct other activities for the benefit of WCU as defined in the Fund's Articles of Incorporation and Bylaws,

NOW THEREFORE, based upon the mutual promises, covenants, and conditions set forth herein, and agreeing to be bound hereby, the Fund and WCU agree as follows:

AGREEMENT

1. **INCORPORATION.** The background set forth herein above is specifically made part of this MOU.
2. **ACTIVITIES.** In addition to the activities defined in its Bylaws, the Fund may participate in matters of University development, planned giving, gift processing and recording, gift stewardship, facilities development, grant and gift management and other functions as appropriate in consultation with the WCU President and under the direction of the WCU Vice President for Advancement.
3. **MANAGEMENT OF ENDOWMENT ASSETS.** Upon approval of the WCU Council of Trustees, WCU may transfer management of all endowment and similar assets to the Fund. The Fund's management of endowment assets and related investments shall be governed by a separate MOU between WCU and the Fund. Each year and as determined by the Council of Trustees of WCU, a percentage of the value of the endowment assets managed by the Fund will be distributed to WCU to advance WCU's educational purposes and goals and the intentions of the donors of said assets. Earnings from endowment assets shall be considered as part of the endowment. Furthermore, the Fund agrees to assess the performance of its endowment managers and report the results to the WCU Council of Trustees.

4. DISTRIBUTION OF GIFT INCOME.

ORIGINAL TEXT	REVISED TEXT
<p>All gifts contributed to WCU will be given to the Fund for processing, investment, and/or disposition. The Fund shall make regular (at least quarterly) distributions of all gift income and earnings thereon to WCU, less operational costs as approved by the Treasurer and Executive Director of the Fund.</p>	<p>All gifts contributed to WCU will be given to the Fund for processing, investment, and/or disposition. Endowment gifts shall remain with the Fund as described in Paragraph 3 of this MOU. Unless otherwise directed by WCU, the Fund shall make regular (at least quarterly) distributions of all other gift income and earnings thereon to WCU, less any Fund expenses that have been agreed to by the Fund and WCU.</p>

5. BOARD REPRESENTATION. In order to foster close collaboration between the Fund and WCU, a member of the WCU Council of Trustees appointed by the Chairman of the Council of Trustees will serve as an *ex officio* trustee of the Fund.

6. COLLABORATION AND SERVICES.

ORIGINAL TEXT	REVISED TEXT
<p>In the spirit of the State System of Higher Education Board of Governor's resolution of April 16, 1985 regarding fund raising and affiliated organizations, it is WCU's desire to enhance the ability of the Fund to function by providing to the Fund, free of charge or obligation whatsoever, facilities, staff, and services as described below. This support will be reviewed annually.</p>	<p>In the spirit of the State System of Higher Education Board of Governor's resolution of April 16, 1985 regarding fund raising and affiliated organizations, it is the desire of WCU to enhance the ability of the Fund to function and succeed in its efforts to raise funds and conduct other activities in support of the goals of WCU. Therefore, WCU and the Fund agree to collaborate with each other to provide the services necessary for the Fund to undertake the activities described in Paragraph 2 of this MOU or other activities assigned to it by agreement between WCU and the Fund. This support will be reviewed annually.</p>
<p>6A. STAFF. WCU will employ an Executive Director of the Fund who will also serve as Associate Vice President of Advancement for WCU. The Executive Director shall report to the WCU Vice President for Advancement and be responsible for day-to-day management of the Fund's operations and attracting private support for the Fund.</p>	<p>6A. STAFF. The Fund shall employ at its own expense an Executive Director who shall be responsible for day-to-day management of the Fund's operations including efforts to secure private support and conduct other activities for the benefit of WCU. The Fund may employ other staff at its discretion.</p>

The President of the Fund Board, his or her designee, or a committee of the Fund Trustees appointed by the President of the Fund Board shall offer advice to the WCU President and Vice President for Advancement regarding the selection, retention, and evaluation of the Executive Director. In the case of a search for the Executive Director, the President of the Fund Board, or the President's designee, may participate as a member of the Search Committee.

As is the policy for WCU managers, WCU shall complete an annual evaluation of the Executive Director. The Vice President for Advancement shall seek input from the Fund Board of Trustees regarding the Executive Director's performance.

6B. SERVICES. WCU shall provide clerical services such as typing, filing and related functions; communication services to include telecommunications, postage, printing, public relations, access to the development computer database, and similar services; and accounting services to include bookkeeping, budgeting, billing, and related fiscal services. In addition, WCU shall provide operational supplies and services to include, but not limited to, internal stores and maintenance agreements to which WCU is a party.

6C. FACILITIES. WCU shall provide facilities that include, but are not limited to, space, utilities, maintenance, and housekeeping as may be necessary to conduct Fund functions and activities.

The President of the Fund Board of Trustees shall direct the Vice President for Advancement of WCU in his or her role as an *ex officio* trustee of the Fund Board of Trustees to provide day-to-day supervision and evaluation of the Executive Director of the Fund.

The Vice President for Advancement of WCU and the Fund Board of Trustees shall complete an annual evaluation of the Executive Director.

6B. SERVICES. WCU and the Fund may contract with each other to provide professional and clerical services; communication services to include telecommunications, postage, printing, public relations, and data management and similar services that both the Fund and WCU deem necessary to accomplish the purposes for which the Fund was created. In addition, WCU may provide at its discretion operational supplies and services.

6C. FACILITIES. WCU shall provide facilities to the Fund that include, but are not limited to, space, utilities, maintenance, and housekeeping as may be necessary to conduct Fund functions and activities. In compensation for the use of these facilities, the Fund shall make monthly rental payments to the University at fair market rates as determined by the Vice President for Administrative and Fiscal Affairs of WCU.

7. REPORTS. In compliance with the Board of Governor's Policy 1985-04A, the Fund will submit to WCU the following documentation annually and no later than four months following the completion of the fiscal year.

A. Memorandum of Understanding

- B. Annual audited financial statements and reports
- C. Summarization of contributions made by the Fund to WCU
- D. The list of the Board of Trustees and any changes in fiduciary agreements, articles of incorporation, and bylaws.

In order for WCU to ensure compliance with Board of Governor's Policy 1985-04A, WCU shall have the right to review WCU and Commonwealth of Pennsylvania resources used to support the Fund's operations. It is the responsibility of the Executive Director of the Fund to transmit this information to WCU on behalf of the Fund Board of Trustees.

8. INDEMNIFICATION AND INSURANCE. The Fund shall hold WCU harmless from and indemnify WCU against any and all claims, demands and actions based upon and arising out of any activities performed by the Fund for WCU.

The Fund shall purchase and maintain, at its expense from income received, comprehensive commercial general liability insurance issued by companies deemed to be financially sound by WCU. The insurance coverage would be \$1,000,000 each occurrence for bodily injury and property damage. Policy/ies shall be on an occurrence basis only. The Fund shall name WCU as an additional insured.

Upon receipt of written notice of any matter for which indemnification might be claimed by WCU, the Fund shall promptly defend, contest, or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. WCU agrees to make a demand for indemnification within fourteen days of any claim being made against it.

9. PROTECTION OF STATUS. WCU and the Fund shall refrain from taking any action that would violate the terms or conditions of a gift or asset; or the corporate status or purposes of the other; or threaten the Fund's status as a tax exempt [501(c)(3)] organization.

10. BYLAWS AMENDMENTS. This MOU may be amended by a majority vote of both the Fund Board of Trustees and the WCU Council of Trustees. In the event that one party to this MOU approves an amendment or amendments of the Bylaws of the Fund without the concurrence of the other party, which concurrence shall not be unreasonably withheld, the Fund shall transfer to WCU all of its assets including gifts and endowments given to the Fund by WCU, gifts contributed directly to the Fund, and endowment principal and income.

11. DISSOLUTION. In the event that one or both parties to this agreement determine that the affiliation between the Fund and WCU should be dissolved, the Fund shall transfer to WCU all of its assets including gifts and endowments given to the Fund by WCU, gifts contributed directly to the Fund, endowment principal and income, property of any kind, and all records and information in the possession of the Fund or its affiliates. Notice of dissolution must be presented in writing.

12. NOTICE. All written notice required to be given under this MOU shall be sent to the President and Executive Director of the Fund and the President of WCU.

13. TERM AND REVIEW OF MOU.

ORIGINAL TEXT	REVISED TEXT
13A. The initial term of this MOU will be from January 1, 2001 to the ending date of June 30, 2001. June 30, 2001 and each June 30 thereafter shall serve as the anniversary date for this MOU.	13A. The initial term of this MOU will be from July 1, 2005 to the ending date of June 30, 2006. June 30, 2006 and each June 30 thereafter shall serve as the anniversary date for this MOU.

ORIGINAL TEXT	REVISED TEXT
13B. The MOU will automatically renew and continue in effect for an additional one (1) year period commencing from the ending date to the first anniversary date, and then from anniversary dates to anniversary dates.	13B. The term for this MOU will be for a period of five (5) years and terminate on June 30, 2010.

13C. If either party desires to renegotiate the MOU, that party must provide the other party with written notice at least sixty (60) days prior to the next anniversary date of the party's intention to renegotiate the MOU.

13D. If the MOU is not thereafter renegotiated by a writing signed by both parties prior to the next anniversary date of June 30, 2010, then the MOU will terminate at the next anniversary date and the affiliation will be dissolved as defined in Section 10 of this MOU.

The Fund for West Chester University

West Chester University of Pennsylvania

By: _____

By: _____

Date: _____

Date: _____

Approved for Form and Legality:

By: _____
University Legal Counsel

Date: _____



**Council of Trustees
Resolution 2005-14**

Council of Trustees
West Chester University
West Chester, Pennsylvania 19383-1000

www.wcupa.edu

Proposed

RESOLUTION
COUNCIL OF TRUSTEES
WEST CHESTER UNIVERSITY OF PENNSYLVANIA

MAY 4, 2005

RESIDENCE HALL FEES

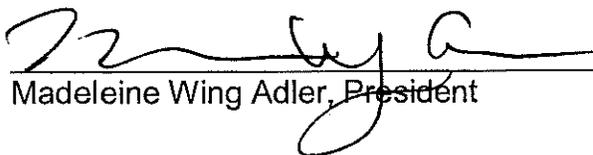
BE IT RESOLVED THAT THE COUNCIL OF TRUSTEES OF WEST CHESTER UNIVERSITY OF PENNSYLVANIA HEREBY APPROVES THE FOLLOWING FEES BE ESTABLISHED EFFECTIVE THE FALL SEMESTER 2005:

NORTH CAMPUS - \$2,070 PER SEMESTER (DOUBLE OCCUPANCY)

SOUTH CAMPUS - \$2,400 PER SEMESTER (DOUBLE OCCUPANCY)

THESE RATES HAVE BEEN DETERMINED IN ACCORDANCE WITH THE PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION POLICY REQUIRING SELF SUFFICIENCY OF AUXILIARY ENTERPRISES.

APPROVED PENDING ACTION BY THE COUNCIL OF TRUSTEES

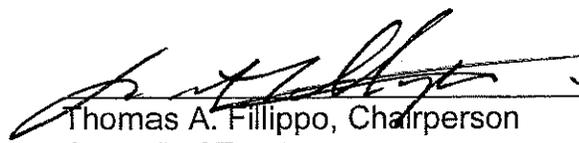


Madeleine Wing Adler, President

4/15/05

Date

APPROVED BY VOTE OF THE COUNCIL OF TRUSTEES



Thomas A. Fillippo, Chairperson
Council of Trustees

5.4.05

Date



**Council of Trustees
Resolution 2005-15**

Council of Trustees
West Chester University
West Chester, Pennsylvania 19383-1000

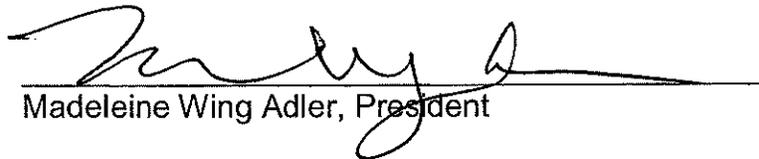
www.wcupa.edu

Proposed

RESOLUTION
COUNCIL OF TRUSTEES
WEST CHESTER UNIVERSITY OF PENNSYLVANIA
MAY 04, 2005
SYKES STUDENT UNION FEE

BE IT RESOLVED THAT THE COUNCIL OF TRUSTEES OF WEST CHESTER UNIVERSITY OF PENNSYLVANIA HEREBY APPROVES AN INCREASE OF \$2 PER SEMESTER TO THE SYKES STUDENT UNION FEE. THE NEW FEE OF \$57 IS APPLICABLE TO BOTH UNDERGRADUATE AND GRADUATE STUDENTS EFFECTIVE THE FALL SEMESTER 2005.

APPROVED PENDING ACTION BY THE COUNCIL OF TRUSTEES



Madeleine Wing Adler, President

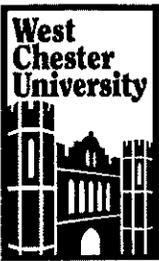
4/15/05
Date

APPROVED BY VOTE OF THE COUNCIL OF TRUSTEES



Thomas A. Fillippo, Chairperson
Council of Trustees

5. 04 05
Date



**Council of Trustees
Resolution 2005-16**

Council of Trustees
West Chester University
West Chester, Pennsylvania 19383-1000

www.wcupa.edu

Proposed

RESOLUTION

COUNCIL OF TRUSTEES

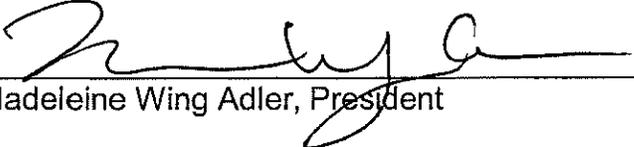
WEST CHESTER UNIVERSITY OF PENNSYLVANIA

MAY 04, 2005

HEALTH CENTER FEE

BE IT RESOLVED THAT THE COUNCIL OF TRUSTEES OF WEST CHESTER UNIVERSITY OF PENNSYLVANIA HEREBY APPROVES AN INCREASE OF \$4 PER SEMESTER TO THE HEALTH CENTER FEE. THE NEW FEE OF \$69 IS APPLICABLE TO BOTH UNDERGRADUATE AND GRADUATE STUDENTS EFFECTIVE THE FALL SEMESTER 2005..

APPROVED PENDING ACTION BY THE COUNCIL OF TRUSTEES



Madeleine Wing Adler, President

4/15/05

Date

APPROVED BY VOTE OF THE COUNCIL OF TRUSTEES



Thomas A. Fillippo, Chairperson
Council of Trustees

5.05.05

Date