



SAGINAW VALLEY STATE UNIVERSITY

*BOARD OF CONTROL MINUTES
REGULAR FORMAL SESSION*

JUNE 17, 2019

SAGINAW VALLEY STATE UNIVERSITY
BOARD OF CONTROL
Minutes of the Regular Formal Session
June 17, 2019

A regular formal session of the Board of Control was held at Saginaw Valley State University on Monday, June 17, 2019 in Wickes Hall, Room 350 at 1:30 p.m.

Trustees present included:

Jenee Velasquez, Chair
John Kunitzer, Vice Chair
Dennis Durco, Secretary
Vicki Rupp, Treasurer
Scott Carmona
Lindsay Eggers
Bhushan Kulkarni
Donald Bachand, Ex Officio

Trustees absent included:

JoAnn Crary

President's Staff present included:

Andrew Bethune, Executive Director of the SVSU Foundation
Ellen Crane, Director of Human Resources
John Decker, Associate Vice President for Legal Affairs and Director of Athletics
Dr. Deborah Huntley, Provost and Vice President for Academic Affairs
John Kaczynski, Director of Governmental Affairs
Mary Kowaleski, Executive Assistant to the President/Secretary to the Board of Control
James Muladore, Executive Vice President for Administration & Business Affairs
Linda Sims, Executive Director of Communications & External Affairs
Dr. Mamie Thorns, Special Assistant to the President for Diversity Programs

Others present included:

Thomas Barnikow	Deborah Bishop	J.J. Boehm
Tony Cianciolo	Joel Kiss	Hunter Koch
David Lewis	Chelsea Miller	Alicea Moll
Ron Portwine	Joe Wojtkiewicz	

SAGINAW VALLEY STATE UNIVERSITY
BOARD OF CONTROL MINUTES
JUNE 17, 2019
REGULAR FORMAL SESSION
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I. CALL TO ORDER

Chair Velasquez called the meeting to order at 1:30 p.m.

II. PROCEDURAL ITEMS

A. Approval of Agenda and Additions to and Deletions from Agenda

President Bachand recommended that Action Item No. 2 (Resolution to Approve Changes to the Code of Student Conduct) be removed from the Board agenda pending further review of the matter.

Vice Chair Kunitzer made a formal motion to remove Action Item No. 2 from the Board agenda. Trustee Rupp supported the motion.

BM-1218 It was moved and supported that Action Item No. 2 (Resolution to Approve Changes to the Code of Student Conduct) be removed from the Board agenda.

The agenda was unanimously APPROVED as revised.

B. Approval of the May 10, 2019 Minutes for the Regular Formal Session of the Board of Control

It was moved and supported that the minutes of the May 10, 2019 Regular Formal Session be approved.

The minutes were unanimously APPROVED as written.

C. Recognition of the Official Representative of the Faculty Association

Dr. Deborah Bishop, President of the Faculty Association, congratulated Hunter Koch as the newly elected President of the Student Association. She also offered congratulations to Dr. Joni Boye-Beaman and Dr. Gary Peterson on their Emeritus status nominations.

On behalf of the SVSU Faculty Association, Dr. Bishop offered congratulations to the sixteen faculty members who are being considered for promotion to the ranks of Associate Professor and Professor. She commented that these individuals are deserving of recognition for their accomplishment in the areas of teaching, scholarship and service.

D. Recognition of the Official Representative of the Student Association

Hunter Koch, President of the Student Association, announced that the Rock Center for Youth Development would be this year's Battle of the Valleys benefactor. He stated that the ROCK Center for Youth Development is a teen-focused non-profit organization that helps teens succeed and thrive. He noted that fundraising activities for this organization will take place October 6 – 11, 2019.

E. Communications and Requests to Appear Before the Board

- Joel Kiss, Assistant Director of Campus Facilities, was introduced to the Board as Staff Member of the Month for May. (Appendix A)
- Tony Cianciolo, Assistant Dean of Students, was introduced to the Board as Staff Member of the Month for June. (Appendix B)
- Alicea Moll, Administrative Secretary – Office of Career Services, was introduced to the Board as Staff Member of the Month for July. (Appendix C)

III. ACTION ITEMS

1. Resolution to Amend the Student Association Charter – Article VI and VII

RES-2316 **It was moved and supported that the following resolution be adopted:**

WHEREAS, The Board of Control of Saginaw Valley State University retains as its express authority the approval of the Student Association Charter and amendments; and

WHEREAS, Student Association House Resolution 18-30, entitled the “Charter Review Efficiency Act”, acts to repeal restrictions on when during the year that the Student Association charter amendments may be voted on by the student body; and (Appendix D)

WHEREAS, the amendment would permit summer review of the charter, allowing the association to focus its attention wholeheartedly on the mission and goals of the Student Association during the fall and winter semesters; and

WHEREAS, the Student Association unanimously passed House Resolution 18-30 during the Student Association's Regular General Election on April 1-4, 2019 with more than 91 percent of students voting in the affirmative;

NOW, THEREFORE, BE IT RESOLVED THAT, the SVSU Board of Control approve the amendments to Article VI and VII of the Student Association Charter, as within Student Association House Resolution 18-30.

The motion was APPROVED unanimously.

2. Resolution to Rename the Scott L. Carmona College of Business & Management to the Scott L. Carmona College of Business

RES-2317 **It was moved and supported that the following resolution be adopted:**

WHEREAS, The Scott L. Carmona College of Business and Management has recommended a change in the official name of the college to “The Scott L. Carmona College of Business;” and

WHEREAS, There are a few reasons for this recommendation, the most important being that the current name seems to separate Management from the other programs within the college. To some, this implies that “management” is not part of business, and to others it seems to suggest greater importance to this one area. The new name is supported by the college and consistent with most business colleges and would also fit more easily on marketing materials; and

NOW, THEREFORE, BE IT RESOLVED THAT, The Scott L. Carmona College of Business and Management shall be known as “*The Scott L. Carmona College of Business.*”

The motion was APPROVED unanimously.

3. Resolution to Approve the Reauthorization of Public School Academies

RES-2318 **It was moved and supported that the following resolution be adopted:**

WHEREAS, the University has issued contracts confirming the status of each of the following as public school academies in the State of Michigan (Appendix E):

**Flat River Academy,
Genesee STEM Academy,
Landmark Academy,
Oakland International Academy,
The New Standard Academy,
White Pine Academy, and
Winans, (Marvin L.) Academy of Performing Arts;**

WHEREAS, the University and each of the Renewal Academies wish to extend the terms of each of the respective Contracts; and

NOW, THEREFORE, BE IT RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Oakland International Academy and The New Standard Academy, whereby the University

authorized the academy to operate as a public school academy shall be extended through June 30, 2024 (5 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Landmark Academy and White Pine Academy, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2023 (4 years); and

BE IT FURTHER RESOLVED, that subject to the requirements of this Resolution, the term of the Contract between the University and Flat River Academy, Genesee STEM Academy and Marvin L. Winans Academy of Performing Arts, whereby the University authorized the academy to operate as a public school academy shall be extended through June 30, 2021 (2 years); and

BE IT FURTHER RESOLVED, that the President and/or the Director of School/ University Partnerships, acting together or separately, are authorized and directed to execute such documents as may be necessary or desirable to accomplish these purposes.

The motion was APPROVED unanimously.

4. Resolution to Approve the Confirmation of Board Members for Previously Authorized Public School Academies

RES-2319 **It was moved and supported that the following resolution be adopted:**

WHEREAS, the Saginaw Valley State University Board of Control, the school's authorizing agent, requires that University Chartered Schools' Board of Directors have a minimum of five members and a maximum of nine members; and

WHEREAS, individual Charter Schools have a desire to replace Board members who have submitted their resignation; and

WHEREAS, certain Charter Schools have a desire to have parents of students represented on their Board of Directors; and

WHEREAS, certain Charter Schools desire to reappoint a board member whose term of office has expired;

NOW, THEREFORE, BE IT RESOLVED, that the attached individuals be appointed by the Saginaw Valley State University Board of Control as new members of the Board of Directors of the Charter Schools attached. (Appendix F)

The motion was APPROVED unanimously.

5. Resolution to Authorize the Establishment of a Public School Academy – Sigma Academy for Leadership and Early College

RES-2320 It was moved and supported that the following resolution be adopted:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as public schools under section 2 of article VIII of the state constitution of 1963 by enacting Part 6A of the Michigan Revised School Code, as amended (“Part 6A”); and

WHEREAS, according to Part 6A, the Saginaw Valley State University Board of Control (the “University Board”) is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the University Board issues contracts to operate public school academies on a competitive basis taking into consideration the resources available for the proposed academy; the population to be served by the proposed academy; the educational goals to be achieved by the proposed academy; the applicant’s track record, if any, in organizing public school academies or other public schools; the graduation rate of a school district in which the proposed public school academy is proposed to be located; the population of a county in which the proposed public school academy is proposed to be located; the number of schools in the proximity of a proposed location of the proposed public school academy that are on the list under section 1280c(1) of the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state; and the number of pupils on waiting lists of public school academies in the proximity of a proposed location of the proposed public school academy; further, in its Policy Statement on Public School Academies (the “Policy”), Schedule 1, the University Board considers for approval those applications which demonstrate that the applicant will provide elementary and secondary students with enhanced opportunities to achieve the objectives of Article 8 of the state constitution of 1963; and

WHEREAS, the University, having reviewed the application of Sigma Academy for Leadership and Early College, as well as its policies related to authorizing public school academies and the method of selection and appointment of members of the boards of directors of public school academies, has determined that it is in the best interest of education to issue a contract to operate a public school academy as provided under Part 6A be conditionally authorized for Sigma Academy for Leadership and Early College.

NOW, THEREFORE, BE IT RESOLVED, that the Saginaw Valley State University Board of Control declares, subject to the conditions set forth below:

- 1) **That the application for a public school academy, to be known as Sigma Academy for Leadership and Early College, is hereby approved to operate for a term of three academic years beginning in the fall of 2019, through June 30, 2022, subject**

to the execution of a Contract to Operate a Public School Academy, complete with all schedules, prior to commencement of teaching;

- 2) That the Academy shall operate a K-12 program, beginning with kindergarten through fifth and ninth grades in fall 2019, adding two grades per year thereafter, with a maximum enrollment to be determined;**
- 3) The slate of members of the Board of Directors of the Academy shall be appointed as members of the Academy's Board of Directors and shall serve in accordance with the policies adopted by SVSU related to same; and subject to the requirements of Paragraph 1, above, shall be:**

**Ms. Tia Coles,
Ms. Trudy Hale,
Mr. Loren Glover,
Mr. Ime Ekpenyong, and
Mr. John Carter;**

- 4) The effectiveness or the continued effectiveness of this Resolution are subject to these conditions:**
 - a. An opinion of University legal counsel to the effect that contract documents have been agreed upon which are consistent with the purpose of the public school academies statutes; that when executed, contract documents will be binding on both parties in accordance with their tenor; and that in the opinion of University counsel, adequate provisions are included to immunize or indemnify the University, its directors, officers, employees and agents to the extent that prudence and reasonable business practice would require from all claims of liability arising from the University's contractual relationship with the public school academy or the operation of the public school academy.**
 - b. An opinion of professional staff of the University to the effect that the contract documents, the proposed plan of operation, and the methods for holding the public school academy accountable for educational outcomes are consistent with the Policy, and subsequently amended, unless in the case of departures from such Policy, if any, the staff recommends that each such departure be agreed to, and state reason in support.**
 - c. An opinion of the professional staff of the University that the applicant meets all of the financial, personnel and facility requirements necessary to open and operate a public school academy.**
 - d. This Resolution and any contract entered into under it shall be null and void if Sigma Academy for Leadership and Early College is not in operation by the 2019-2020 school year fall membership count day.**
- 5) Upon receipt by the University Board of the opinions mentioned in 4 (a) and (b) above and subject to 5 (c) above, the President of Saginaw Valley State University may execute a public school academy contract and related documents between**

Sigma Academy for Leadership and Early College (a public school academy) and the Saginaw Valley State University Board of Control (authorizing body).

- 6) All resolutions or parts of resolutions in conflict with this Resolution shall be and hereby are repealed.**

The motion was APPROVED unanimously.

6. Resolution to Authorize the Establishment of a Public School Academy – Faxon Academy

RES-2321 It was moved and supported that the following resolution be adopted:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as public schools under section 2 of article VIII of the state constitution of 1963 by enacting Part 6A of the Michigan Revised School Code, as amended (“Part 6A”); and

WHEREAS, according to Part 6A, the Saginaw Valley State University Board of Control (the “University Board”) is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the University Board issues contracts to operate public school academies on a competitive basis taking into consideration the resources available for the proposed academy; the population to be served by the proposed academy; the educational goals to be achieved by the proposed academy; the applicant’s track record, if any, in organizing public school academies or other public schools; the graduation rate of a school district in which the proposed public school academy is proposed to be located; the population of a county in which the proposed public school academy is proposed to be located; the number of schools in the proximity of a proposed location of the proposed public school academy that are on the list under section 1280c(1) of the public schools in this state that the department has determined to be among the lowest achieving 5% of all public schools in this state; and the number of pupils on waiting lists of public school academies in the proximity of a proposed location of the proposed public school academy; further, in its Policy Statement on Public School Academies (the “Policy”), Schedule 1, the University Board considers for approval those applications which demonstrate that the applicant will provide elementary and secondary students with enhanced opportunities to achieve the objectives of Article 8 of the state constitution of 1963; and

WHEREAS, the University, having reviewed the application of Faxon Academy, as well as its policies related to authorizing public school academies and the method of selection and appointment of members of the boards of directors of public school academies, has determined that it is in the best interest of education to issue a contract to operate a public school academy as provided under Part 6A be conditionally authorized for Faxon Academy.

NOW, THEREFORE, BE IT RESOLVED, that the Saginaw Valley State University Board of Control declares, subject to the conditions set forth below:

- 1) That the application for a public school academy, to be known as Faxon Academy, is hereby approved to operate for a term of three academic years beginning in the fall of 2019, through June 30, 2022, subject to the execution of a Contract to Operate a Public School Academy, complete with all schedules, prior to commencement of teaching;**
- 2) That the Academy shall operate a K-8 program, with a maximum enrollment to be determined;**
- 3) The slate of members of the Board of Directors of the Academy shall be appointed as members of the Academy's Board of Directors and shall serve in accordance with the policies adopted by SVSU related to same; and subject to the requirements of Paragraph 1, above, shall be:**

**Dr. Robin Cash,
Denise Wheeler,
Jose Macias,
Michelle Parham, and
John Sloan;**

- 4) The effectiveness or the continued effectiveness of this Resolution are subject to these conditions:**
 - a. An opinion of University legal counsel to the effect that contract documents have been agreed upon which are consistent with the purpose of the public school academies statutes; that when executed, contract documents will be binding on both parties in accordance with their tenor; and that in the opinion of University counsel, adequate provisions are included to immunize or indemnify the University, its directors, officers, employees and agents to the extent that prudence and reasonable business practice would require from all claims of liability arising from the University's contractual relationship with the public school academy or the operation of the public school academy.**
 - b. An opinion of professional staff of the University to the effect that the contract documents, the proposed plan of operation, and the methods for holding the public school academy accountable for educational outcomes are consistent with the Policy, and subsequently amended, unless in the case of departures from such Policy, if any, the staff recommends that each such departure be agreed to, and state reason in support.**
 - c. An opinion of the professional staff of the University that the applicant meets all of the financial, personnel and facility requirements necessary to open and operate a public school academy.**

- d. This Resolution and any contract entered into under it shall be null and void if Faxon Academy is not in operation by the 2019-2020 school year fall membership count day.**
- 5) Upon receipt by the University Board of the opinions mentioned in 4 (a) and (b) above and subject to 5 (c) above, the President of Saginaw Valley State University may execute a public school academy contract and related documents between Faxon Academy (a public school academy) and the Saginaw Valley State University Board of Control (authorizing body).**
- 6) All resolutions or parts of resolutions in conflict with this Resolution shall be and hereby are repealed.**

The motion was APPROVED unanimously.

7. Resolution to Approve Faculty Promotions

RES-2322 **It was moved and supported that the following resolution be adopted:**

WHEREAS, Promotions to various academic ranks represent formal and traditional recognition of faculty accomplishments:

NOW, THEREFORE, BE IT RESOLVED THAT the following faculty members be granted promotions to the ranks specified, effective July 1, 2019.

Rank of Associate Professor

**W. Calvin Borden
Tammy Hill
Maureen Muchimba
Travis Pashak
Sylvia Fromherz Sharp
Izabela Szymanska
Norman Wika**

Rank of Professor

**John Baesler
Fenobia Dallas
Olivier Heubo-Kwegna
Mazen Jaber
Emily Kelley
Yu Liu
Jennifer McCullough
Kaustav Misra
Matthew Vannette**

The motion was APPROVED unanimously.

8. Resolution to Grant Emerita Status to Joni Boye-Beaman

RES-2323 **It was moved and supported that the following resolution be adopted:**

WHEREAS, Saginaw Valley State University grants emeritus/emerita status to retiring faculty/administrators who have served the University with distinction; and

WHEREAS, Dr. Joni Boye-Beaman gave nearly twenty years of service to SVSU, having arrived at SVSU in 2000 to join the faculty in the Department of Sociology at the rank of Associate Professor, and receiving the rank of full professor in 2004, and spending nearly two decades until her retirement in December 2018 dedicated to serving the university in numerous capacities, including three terms as Chair of the Department of Sociology, member and chair of the General Education Committee and member of the Professional Practices Committee, six years as Associate Dean of the College of Arts and Behavioral Sciences, and three years as the Dean of the College of Arts and Behavioral Sciences; and

WHEREAS, throughout her career at SVSU, Dr. Boye-Beaman has had a profound impact on student success at the university, first through her work developing assessment and program review procedures for both academic programs and general education; and

WHEREAS, she has been the key architect of SVSU's very successful transition seminar for conditionally admitted students, a program that has had a dramatic effect on student success and retention contributing to the attainment of a strategic retention goal one year ahead of schedule; and

WHEREAS, she has been a leader in employing service learning as an effective means to enhance educational outcomes, while meeting community needs and engaging students; and

WHEREAS, she has played a critical role in enhancing inclusivity on campus through her contributions to the campus climate survey and cultural competency dialogs; and

WHEREAS, she has positively impacted the Great Lakes Bay Region through her community involvement by developing programs to support victims of violent crimes in collaboration with the Saginaw Police Department and supporting women through her leadership with the Bay Area Women's Center and the Great Lakes YWCA earning numerous honors and recognitions; and

WHEREAS, she exhibited the highest standards of integrity and honesty, demonstrated compassion and authenticity, and dedicated herself to ensuring SVSU's success as a welcoming, enriching and empowering environment for all members of the campus community.

NOW, THEREFORE, BE IT RESOLVED THAT Dr. Joni Boye-Beaman be recognized as Professor Emerita.

The motion was APPROVED unanimously.

9. Resolution to Grant Emeritus Status to Gerald Peterson

RES-2324 **It was moved and supported that the following resolution be adopted:**

WHEREAS, Saginaw Valley State University grants emeritus/emerita status to retiring faculty/administrators who have served the University with distinction; and

WHEREAS, Dr. Gerald Peterson gave over thirty-seven years of service to SVSU, having arrived at Saginaw Valley State College in 1981, to join the faculty in the Department of Psychology at the rank of associate professor, and receiving the rank of full professor in 1986, and spending more than three decades until his retirement in June 2018 dedicated to the university in numerous capacities, including serving as the department chair for a total of twelve years, faculty representative on the Professional Practices Committee, and serving on numerous evaluation teams and ad hoc committees; and

WHEREAS, in his career at SVSU, Dr. Peterson taught 20 different psychology courses, including core, clinical, capstone and laboratory courses, and played an instrumental and critical role in the implementation and improvement of the various iterations of the psychology curriculum and course development for psychology majors and minors over the years; and

WHEREAS, he was an exemplary educator who emphasized core foundational and methodological issues, instituted innovative classroom teaching techniques, long before they were standard, such as discussion boards and social media, and established high academic standards while providing students the necessary support to reach those standards; and

WHEREAS, Dr. Peterson's dedication extended beyond the classroom, as he directed many honor students' theses and independent studies, and outside the SVSU community, where he volunteered to meet with high school students requesting interviews or job shadowing opportunities, and giving lectures, interviews and editorials to the local community to make the field of psychology accessible to everyone, all of which contributed to him receiving the SVSU Service Awards three times during his tenure; and

WHEREAS, he was actively involved in student programs and activities, playing an instrumental role in the founding of SVSU's chapter of Psi Chi, the National Honor Society in Psychology (1984), serving as the group's advisor and being recognized by students with Appreciation and Recognition Awards on three separate occasions; and

WHEREAS, Dr. Peterson has served as a mentor to countless new adjunct and full-time faculty to foster academic success.

NOW, THEREFORE, BE IT RESOLVED THAT Dr. Gerald Peterson be recognized as Professor Emeritus.

The motion was APPROVED unanimously.

10. Resolution to Adopt the General Fund Operating Budget for FY 2020

RES-2325 It was moved and supported that the following resolution be adopted:

WHEREAS, The Administration and Board of Control of the University have determined the level of General Fund expenditure allocations required for personnel, services, supplies and equipment to maintain quality instructional and support services provided to students; and

NOW, THEREFORE, BE IT RESOLVED, That the attached General Fund Budget Summary which establishes the FY2020 operating budget be adopted; and

BE IT FURTHER RESOLVED, That the attached tuition and fee schedule of rates, effective beginning with fiscal year 2020 fall semester, also be adopted. (Appendix G)

Mr. Muladore noted that approximately 24 percent of our budget comes from the state. He explained that public support for state universities has declined substantially over the past 15 years. He added, SVSU continues to have the lowest tuition in the state, and SVSU has significantly increased the amount of university-sponsored financial aid we offer to students.

The motion was APPROVED unanimously.

11. Resolution to the Board of Control of SVSU Approving a Construction and Completion Assurance Agreement, a Conveyance of Property, a Lease and an Easement Agreement, if necessary, for the SVSU College of Business and Management Expansion

RES-2326 It was moved and supported that the attached resolution be adopted: (Appendix H)

The motion was APPROVED unanimously.

12. Resolution to of the Board of Control of SVSU Authorizing the Issuance and Delivery of General Revenue Bonds and Providing for Other Matters Related Thereto

RES-2327 It was moved and supported that the attached resolution be adopted: (Appendix I)

The motion was APPROVED unanimously.

13. Resolution to Approve Parking and Traffic Ordinance

RES-2328 It was moved and supported that the following resolution be adopted:

WHEREAS, Units of government, including universities, must have local ordinances to govern and enforce parking and traffic; and

WHEREAS, The regulation of parking and traffic on the SVSU campus is currently governed by an ordinance approved by the University's Board of Control in 2009;

NOW THEREFORE, BE IT RESOLVED, That the attached revised Saginaw Valley State University Parking and Traffic Ordinance be approved effective on this date. (Appendix J)

The motion was APPROVED unanimously.

14. Resolution to Approve University Police Officers/POAM Contract

RES-2329 It was moved and supported that the following resolution be adopted:

WHEREAS, Representatives of the University and the University Police Officers/Police Officers Association of Michigan (POAM) reached a tentative contract agreement between the University and the Association on May 29, 2019; and,

WHEREAS, The University Police Officers/POAM ratified the proposed agreement on June 6, 2019;

NOW, THEREFORE, BE IT RESOLVED, That the Board of Control does hereby approve the Collective Bargaining Agreement between Saginaw Valley State University and the University Police Officers/POAM covering the period July 1, 2019 through June 30, 2022.

President Bachand commented that the men and women of University Police do an outstanding job maintaining the safety of our campus community.

The motion was APPROVED unanimously.

IV. FORMATION AND DISCUSSION ITEMS

V. REMARKS BY THE PRESIDENT

VI. OTHER ITEMS FOR CONSIDERATION

15. Motion to Move to Informal Session to Discuss Personnel Matters

BM-1219 It was moved and supported that the Board move to Informal Session To Discuss Personnel Matter

The motion was APPROVED unanimously.

The Board moved to Informal Session at 2:40 p.m.

The Board reconvened in Regular Formal Session at 4:20 p.m. with Board members Carmona, Durco, Eggers, Kulkarni, Kunitzer, Rupp and Velasquez. Also, in attendance: Ellen Crane and Mary Kowaleski.

Vice Chair Kunitzer made a formal motion to discuss the authorization of an employment agreement effective July 1, 2019 between the SVSU Board of Control and Donald J. Bachand. Trustee Rupp supported the motion.

16. Resolution to Authorize Employment Contract for the President

RES-2330 It was moved and supported that the following resolution be adopted:

WHEREAS, The Board has considered the Employment Agreement between the Board of Control of Saginaw Valley State University and Donald J. Bachand; and

WHEREAS, It is the judgment of the Board that its Chairman should be authorized to enter into such an agreement, providing for the continuing employment of Dr. Donald J. Bachand as President of the University for a term extending through June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT, That the Chairman of the Board is authorized and directed to execute the attached Employment Agreement on behalf of the University. (Appendix K)

Chair Velasquez commented that the Board is pleased with President Bachand's performance and the direction of the university. She stated that a healthy enrollment is critical to the university's future, and despite these challenging times, SVSU managed to grow its freshman class by 28 percent last year and is on pace for another strong class. She noted that President Bachand and his team have also done well to secure resources from donors and the state to support construction of an addition for the Carmona College of Business. She concluded that the Board unanimously agreed that extending President Bachand's contract at this time will allow the university to continue its positive momentum.

The motion was APPROVED unanimously.

VII. ADJOURNMENT

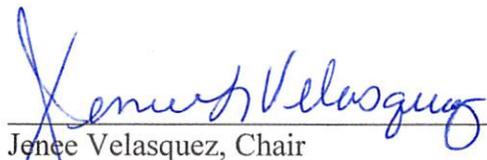
17. Motion to Adjourn

BM-1220 **It was moved and supported that the meeting be adjourned.**

The motion was APPROVED unanimously.

The meeting was adjourned at 4:35 p.m.

Respectfully submitted:



Jenee Velasquez, Chair



Dennis Durco, Secretary



Mary Kowaleski
Recording Secretary

Joel Kiss

Assistant Director of Campus Facilities • May Staff Member of the Month

For Joel Kiss, working in Campus Facilities means being dependable when it counts. This year, it certainly counted when the assistant director of Campus Facilities at SVSU coordinated maintenance and repairs during a winter semester full of extreme weather.

"We had a pretty challenging winter," Kiss said. "The university closed for cold weather, which was, I think, a first for us."

The extreme cold strained the heating and plumbing systems of buildings across campus. But still, campus facilities personnel were on site to keep things in working order and respond to emergencies, even on the snow days.

"We had a few vestibule heaters where pipes froze and burst," Kiss said. "When you can freeze and split a three-quarter-inch line that's insulated, that's cold."

After each flooding incident, facilities personnel isolated the damage and made repairs.

In March, a small fire in a Brown Hall classroom tested Kiss and his crew once again. "The sprinkler system did exactly what it was supposed to do — it activated and put the fire out, but the water stayed flowing," Kiss said.

Once the fire was out and the flow of water cut, Kiss coordinated the efforts to get the Brown Hall damage remediated as quickly as possible.

"That was a solid week of craziness, Kiss said. "I called restoration companies saying, 'I need everybody, bring everything!'"

During the spring and summer semesters, Kiss is rarely in his office; instead, he helps coordinate facilities projects.

"This is the busiest time of the year for us," Kiss said. "Right now, we're painting all the dorms on campus, we're doing all the maintenance needs in all the housing on campus, we're beautifying the grounds and repairing winter damage.

"We do all that in the summer so when students come back in the fall, it's seamless."

The Manistee native returned to his alma mater — he earned a bachelor's degree in business administration in 1996 — when he took a position as a buyer in SVSU's purchasing office in 2009. After about two years, he took his current position with Campus Facilities.

Despite constant emerging challenges, Kiss says the smooth running of SVSU's campus is a credit to the skill of the maintenance, HVAC and grounds personnel he supervises.

"I'm blessed to work with a great crew of people," Kiss said. "When stuff goes haywire, people jump in.

"It makes things a lot easier as a facilities director when you have people willing to step up. A lot of people behind the scenes are doing all the things that make me look good."



Tony Cianciolo

Assistant Dean of Students • June Staff Member of the Month

Even before he enrolled at SVSU as an undergraduate more than a decade ago, Tony Cianciolo knew he wanted to pursue a career as a mentor to younger people.

For a long time, Cianciolo thought this ambition would lead to a career in teaching, non-profit work or maybe even coaching sports. But then he joined the Office of Student Life as a student employee during his senior year. The decision to join the student staff set him on the path that led him to his position today as assistant dean of students.

That's when Cianciolo, who earned a bachelor's degree in history in 2013, became aware of the student affairs track in SVSU's Master of Public Administration program.

"When I started working here, I got introduced to the student affairs track and I was like, 'Ok, yeah, this is much more up my alley,'" Cianciolo said.

During the last semester of his undergraduate degree, Cianciolo dual-enrolled in the master's program. Soon, he was hired on as the Office of Student Life's graduate assistant. After a year in that position, Cianciolo joined SVSU's staff full time as the assistant director of Student Life in 2014. He earned his master's degree in 2017.

As assistant director, Cianciolo's duties included increasing students' engagement and sense of belonging on campus, planning events with Program Board and Valley Nights, as well

as managing SVSU's registered student organizations. Cianciolo said he is passionate about helping students feel connected to the campus community. He considers that type of connection an important factor in determining whether a student finds academic fulfillment and success.

"There are a lot of studies that show students who feel like they belong on campus are much more likely to retain and finish," he said.

Cianciolo said his perspective as a former undergraduate gives him a clearer view on student needs and interests.

"As a student, I was involved in Program Board — I was its president at that time — so I've experienced event planning from the student perspective," Cianciolo said. "I was also involved in Cardinal Radio, so I have a student perspective on what they need from the Office of Student Life."

Cianciolo's responsibilities at Student Life continues to evolve. In January, he was promoted to assistant dean of students. Cianciolo said the move means less of a role in event planning and more responsibilities — among others — in developing commuter programs, registered student organizations and new Student Life initiatives.

Cianciolo also serves on the steering committees for The Pride Center at SVSU and The Cardinal Food Pantry.



Alicea Moll

Administrative Secretary, Career Services • July Staff Member of the Month

These days, Alicea Moll's specialty at SVSU involves connecting people with the jobs they desire; but once upon a time, she initially feared she wouldn't earn the job she desired at SVSU.

Moll, now the administrative secretary for Career Services, was first attracted to work at the university because friends told her about its reputation as a friendly, welcoming campus. What her friends didn't tell her: How to navigate Wickes Hall.

"I got lost on my way to my interview, and I remember it was on Halloween because Kathie Gerard was wearing cat ears when she found me and helped me find where I needed to go," she said. "I apologized profusely for being late, and I was sure I wouldn't get the job. I was wrong about that."

Alicea, whose first role at SVSU was in 2012 in the registrar's office, recovered and landed on her feet. With Career Services since 2016, her job involves guiding students seeking both on-campus employment as well as post-graduation careers. Along with overseeing paperwork and hiring processes for the university's 850 on-campus student employees, she connects students with on- and off-campus employers.

"It's great seeing students get a job and then stay with it and watch as that job leads them to something bigger," she said. "They become like one of my children."

One of the most rewarding elements of her job happens when students visit her after she has helped them.

"There's a student in the mailroom who I helped," she said. "She pops in every day to let me know how things are going. I look forward to things like that."

As her friend suggested all those years ago, SVSU's friendly, welcoming campus environment became one of Moll's favorite aspects of the job — especially when it comes to her Career Services co-workers. She enjoys a close relationship with Bill Stec, interim director; Tom Barnikow, interim associate director; and the student-employees in the office.

"If I'm having a bad day for some reason, I can look at Bill or Tom, and they can say something completely off-the-wall to make me feel better," she said. "We genuinely care about what's going on in each other's lives."

She also proudly holds another job: "Professional sports mom," Moll said. She is a regular at basketball and soccer games for her 14-year-old daughter, Madisen, and 8-year-old son, Rylan.

"I'm very fortunate to work at a university and in an office where I can make a difference at work and still have time for my family at home," she said.





Saginaw Valley State University Student Association

HOUSE RESOLUTION 18-30

FEBRUARY 23, 2019; introduced by Representatives KOCH, LIPETZKY, and HERNANDEZ.

A resolution entitled "CHARTER REVIEW EFFICIENCY ACT" to amend the Student Association Charter to repeal restrictions on when during the year that charter amendments may be voted on by the student body.

THE STUDENTS OF SAGINAW VALLEY STATE UNIVERSITY ENACT:

WHEREAS, over the Spring and Summer semester of the 2018-19 Student Association, comprehensive bylaw review was efficient because of the designated time outside of the Fall and Winter semesters which could be designated toward it, and

WHEREAS, the Fall and Winter semesters have important events which need full attention from the entire association without the distraction of Charter Review, and

WHEREAS, the 2019-2020 Student Association is mandated to perform Charter Review per the Student Association Charter, now therefore be it,

RESOLVED, that the 2018-2019 Student Association approve the amendment to the charter amendment proposed by HR045-05, and be it

RESOLVED, that the amendment be placed on the ballot for student body ratification during the Regular General Election for the Student Association in the Winter 2019 semester.

Placed on the floor on FEBRUARY 25, 2019 and is ADOPTED / FAILED

With a vote of 31 in the Affirmative, 0 Against, and 0 Abstentions.

[Signature]
HOUSE RESOLUTION 18-30, speaker

PAGE 1

[Signature], president
SVSU STUDENT ASSOCIATION

APPENDIX A.

Resolution #: HR045-05

Resolution Title: Resolution to amend Article VI and VII of the SA Charter

Date Approved by House: September 26, 2005

Date Approved by Students: Approved

Date Approved by Board of Control: Approved

Changes Made: This lowered the petition requirement for referendum from 10% to 5%. This added the provision that allocations are not subject to referendum. This added definition for threshold of proposing amendments to the Charter; previously 3/4s of the Representatives and 10% of the students were not stipulated. ~~Finally, charter amendment proposals occur at the next regular election, and not within twenty business days.~~ Charter amendment proposals must be approved at least twenty-one days before any student body vote on such amendment.

**School/University Partnership Office
2019 Public School Academy Reauthorizations**

Oakland International Academy, Detroit/Hamtramck (853 students)

Performance – <i>Compilation of growth and proficiency on state and local assessments</i>	Met	
Index Score – <i>Michigan’s accountability system that reports the degree to which schools are meeting performance targets in the areas of growth, proficiency, graduation rate, English learner progress, school quality, and assessment participation</i>	2016-17	2017-18
	K-1: 57.23	K-1: 70.88
	EL: 52.87	EL: 87.02
	MS: 81.29	MS: 81.09
	HS: 36.52	HS: 58.14
Operations – <i>Compliance expectations, evidence of sound governance and fiscal responsibility, positive Educational Program Review, and alignment of contractual goals and school improvement framework</i>	Met	
All indicators very successful, including index scores.	Recommendation: 5 years	

The New Standard Academy, Flint (591 students)

Performance – <i>Compilation of growth and proficiency on state and local assessments</i>	Met	
Index Score – <i>Michigan’s accountability system that reports the degree to which schools are meeting performance targets in the areas of growth, proficiency, graduation rate, English learner progress, school quality, and assessment participation</i>	2016-17	2017-18
	54.43	51
Operations – <i>Compliance expectations, evidence of sound governance and fiscal responsibility, positive Educational Program Review, and alignment of contractual goals and school improvement framework</i>	Met	
Solid in areas of performance, index scores, and operations. Urban Academy quickly becoming one of Flint’s best schools.	Recommendation: 5 years	

Landmark Academy, Kimball (775 students)

Performance – <i>Compilation of growth and proficiency on state and local assessments</i>	Partial	
Index Score – <i>Michigan’s accountability system that reports the degree to which schools are meeting performance targets in the areas of growth, proficiency, graduation rate, English learner progress, school quality, and assessment participation</i>	2016-17	2017-18
	58.07	54.76
Operations – <i>Compliance expectations, evidence of sound governance and fiscal responsibility, positive Educational Program Review, and alignment of contractual goals and school improvement framework</i>	Met	
Though partial success in growth and proficiency, index scores and operation indicators are solid.	Recommendation: 4 years	

White Pine Academy, Leslie (74 students)

Performance – <i>Compilation of growth and proficiency on state and local assessments</i>	Partial	
Index Score – <i>Michigan’s accountability system that reports the degree to which schools are meeting performance targets in the areas of growth, proficiency, graduation rate, English learner progress, school quality, and assessment participation</i>	2016-17	2017-18
	70.3	55.70
Operations – <i>Compliance expectations, evidence of sound governance and fiscal responsibility, positive Educational Program Review, and alignment of contractual goals and school improvement framework</i>	Met	
Partial success in growth performance and an apparent drop in index. Scores impacted by the small test group size (74 students in the Academy). Operations and index scores solid.	Recommendation: 4 years	

Flat River Academy, Greenville (145 students)

Performance – <i>Compilation of growth and proficiency on state and local assessments</i>	Partial	
Index Score – <i>Michigan’s accountability system that reports the degree to which schools are meeting performance targets in the areas of growth, proficiency, graduation rate, English learner progress, school quality, and assessment participation</i>	2016-17	2017-18
	K-7:	K-7:
	35.3	21.77
	8-12:	8-12:
	31.6	40.09
Operations – <i>Compliance expectations, evidence of sound governance and fiscal responsibility, positive Educational Program Review, and alignment of contractual goals and school improvement framework</i>	Met	
Primary concern with K-12 operating in the same building. Academy board has shown resistance to changing to a K-8. Support will be provided by SUPO, the Department of Education, and the Institute for Excellence in Education.	Recommendation: 2 years	

Genesee STEM Academy, Flint (306 students)

Performance – <i>Compilation of growth and proficiency on state and local assessments</i>	Not Met (Partnership Agreement)	
Index Score – <i>Michigan’s accountability system that reports the degree to which schools are meeting performance targets in the areas of growth, proficiency, graduation rate, English learner progress, school quality, and assessment participation</i>	2016-17	2017-18
	30.18	28.56
Operations – <i>Compliance expectations, evidence of sound governance and fiscal responsibility, positive Educational Program Review, and alignment of contractual goals and school improvement framework</i>	Met	
Academy is in the first year of a three-year Partnership Agreement with MDE, Local ISD, and SVSU. Re-authorization of two years aligns with remaining time in agreement.	Recommendation: 2 years	

Winans (Marvin L.) Academy of Performing Arts, Detroit (520 students)

Performance – <i>Compilation of growth and proficiency on state and local assessments</i>	Partial	
Index Score – <i>Michigan’s accountability system that reports the degree to which schools are meeting performance targets in the areas of growth, proficiency, graduation rate, English learner progress, school quality, and assessment participation</i>	2016-17	2017-18
	EL: 34.59	EL: 29.58
	MS: 36.51	MS: 38.87
Operations – <i>Compliance expectations, evidence of sound governance and fiscal responsibility, positive Educational Program Review, and alignment of contractual goals and school improvement framework</i>	Needs Improvement	
Academy has moved from thriving to surviving. Enrollment decline and academic performance suffering. SUPO plan includes working with a turnaround group to provide coaching, branding, and enrollment campaign.	Recommendation: 2 years	

Ms. Piotrowski currently works as a delivery driver for BC Pizza in Greenville. She is a member of the Academy PTO. Ms. Piotrowski has a student that attends the Academy and would bring parent representation to the Academy board.

Genesee STEM Academy, Flint

Laura Legardye	Reappointment	Term: 7/1/19 – 6/30/22
Nicholas Morgan	Reappointment	Term: 7/1/19 – 6/30/22

Kingsbury Country Day School, Oxford

Jennifer Badalamenti	Appointment	Term: 7/1/19 – 6/30/22
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Ms. Badalamenti earned her Bachelor and Master of Science in Psychology from Eastern Michigan University and her Doctor of Philosophy in Psychology from the University of Nevada. Ms. Badalamenti has over 20 years of clinical and higher education teaching in mental health and special education and can provide consultation on various topics related to emotional and mental health of children in their home and school environments. The Academy believes that her skills will be an asset to the Academy board.

Lisa Bana	Appointment	Term: 7/1/19 – 6/30/22
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Ms. Bana earned her Bachelor's in Accounting and Finance from Walsh College. She is the founder of AuthenticBlu, specializing in Holistic Therapy and Yoga, of Oxford. She is a certified teacher of YogaKids. Ms. Bana has an extensive background in finance sales/business development, process improvement and non-profit development. She has two students that currently attend the Academy and has an in-depth understanding and knowledge of the school.

Lisa Haluska	Reappointment	Term: 7/1/19 – 6/30/22
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Landmark Academy, Kimball

Laurie Wilson	Appointment	Term Ends: 6/30/21
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Ms. Wilson earned her Bachelor of Science in Physical & Health Education from Grace College of Winona Lake, Indiana. She earned her Master of Science in Physical and Health Education from Eastern Michigan and her Education Specialist in Educational Leadership from Saginaw Valley State University. Ms. Wilson currently serves as Executive Director of Youth for Christ East Michigan. Ms. Wilson will bring organization, visionary and team building skills to the Academy board.

Merritt Academy, New Haven

Karen Bochatyn	Reappointment	Term: 7/1/19 – 6/30/22
Amy White-Jones	Reappointment	Term: 7/1/19 – 6/30/22

Oakland International Academy, Farmington Hills

Ahmed El-Bohy	Reappointment	Term: 7/1/19 – 6/30/22
Bassem Moez	Reappointment	Term: 7/1/19 – 6/30/22

Pontiac Academy for Excellence, Pontiac

Arthur Floyd	Appointment	Term Ends: 6/30/21
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Mr. Floyd earned his Bachelor’s in General Studies and his Master of Urban Planning from the University of Michigan. He also earned a second Master of Business Administration degree from the University of Phoenix. Mr. Floyd serves as Head of Supplier Diversity & North American Strategic Sourcing for Valeo of Troy. Mr. Floyd would bring financial, board protocol and management skills to the Academy board.

Payton Jackson III	Appointment	Term: 7/1/19 – 6/30/22
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Mr. Jackson earned his Bachelor of Arts in Behavioral Science from the University of Michigan and his Master of Social Work from Wayne State University. He also earned his Master of Education in Educational Administration with an emphasis on School Leadership and his Doctor of Education in Organizational Leadership from Grand Canyon University of Arizona. Currently, Mr. Jackson, serves as Freshman Counselor at Detroit Cristo Rey High School. Mr. Jackson was employed by Pontiac Academy for Excellence in various positions from 2001-2008. His extensive leadership skills with an emphasis on the importance of team building among all stakeholders and his knowledge of the Academy’s mission will be an asset to the Academy board.

Saginaw Preparatory Academy, Saginaw

Carmen Castillo	Reappointment	Term: 7/1/19 – 6/30/22
Darlene Simpson	Appointment	Term: 7/1/19 – 6/30/21

Ms. Simpson owns and operates Salon 2000 of Saginaw. She is a member of the CAN Council and serves on the Board for Daniel’s Den Ministries. Ms. Simpson will bring strong observation and interpersonal skills as well as professional and non-profit association expertise to the Academy Board.

Rochenda Watson	Reappointment	Term: 7/1/19 – 6/30/22
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The New Standard Academy, Flint

John Rhymes	Reappointment	Term: 7/1/19 – 6/30/22
Thomas Smith	Reappointment	Term: 7/1/19 – 6/30/22

Waterford Montessori Academy, Waterford

Kim Turner	Reappointment	Term: 7/1/19 – 6/30/22
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White Pine Academy, Leslie

Edward Corbett	Reappointment	Term: 7/1/19 – 6/30/22
Pauline Thomas	Reappointment	Term: 7/1/19 – 6/30/22

Winans Academy of Performing Arts, Marvin L., Detroit

Deborah Smith-Pollard	Reappointment	Term: 7/1/19 – 6/30/22
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Woodland School, Traverse City

Gary Gardner	Reappointment	Term: 7/1/19 – 6/30/22
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TUITION

MICHIGAN RESIDENTS:

Undergraduate Courses	\$345.85/cr.hr.
Undergraduate - Professional Program Courses (a)	474.50/cr.hr.
Graduate Courses(500-699 Level Courses; HHS 500-799 Level Courses)	622.90/cr.hr.
Doctorate Courses (DNP)	684.65/cr.hr.

NON-RESIDENTS:

Undergraduate Courses	832.10/cr.hr.
Undergraduate - Professional Program Courses (a)	917.65/cr.hr.
Graduate Courses	1,184.60/cr.hr.
Doctorate Courses (DNP)	1,253.00/cr.hr.

(a) Upper division level courses (300-400 Level Courses) in the following departments or subjects: Accounting, Business Leadership, Computer Information Systems, Medical Laboratory Science, Computer Science, Electrical & Computer Engineering, Economics, Educational Leadership, Engineering Technology Management, Finance, Health Sciences, Kinesiology, Law, Mechanical Engineering, Management, Marketing, Nursing, Occupational Therapy, Social Work (list), Teacher Education, and Teacher Education - Middle & Secondary Schools.

Social Work List of Courses at Professional Rate: SW316, 318, 320, 329, 330, 401, 402, 403, 483, 484 & 485.

Auditor	Tuition Rate
Credit by Examination	Tuition Rate
English as a Second Language Program - Resident	345.85/unit & mandatory fees
English as a Second Language Program - Non-Resident	832.10/unit & mandatory fees

MANDATORY FEES

General Service Fee (b)	10.75/cr.hr.
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(b) Parking Fee	\$1.70/cr.hr.
Student Association Fee	.60/cr.hr.
Program Board Fee	.25/cr.hr.
Publication Fee - Valley Vanguard	.17/cr.hr.
Facility Debt Service Fee	7.70/cr.hr.
Health Services	.33/cr.hr.

Technology Fee	3.85/cr.hr.
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OTHER FEES

Academic Computing	79.00
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	Revised FY 2019	FY 2020	Net Change FY2019 to FY2020	
			\$	%
REVENUES				
State Appropriation	\$30,528,000	\$30,881,000	\$353,000	1.2%
Tuition and Fees	90,233,000	92,195,000	1,962,000	2.2%
Miscellaneous	4,073,000	5,448,000	1,375,000	33.8%
Total Revenues	124,834,000	128,524,000	3,690,000	3.0%
EXPENDITURE ALLOCATIONS				
Compensation	75,217,000	76,733,000	1,516,000	2.0%
Supplies, Materials & Services	41,322,000	44,456,000	3,134,000	7.6%
Capital Expenditures	8,295,000	7,335,000	(960,000)	-11.6%
Total Expenditures	124,834,000	128,524,000	3,690,000	3.0%
Revenue Over/(Under) Expenditures	\$0	\$0	\$0	

**RESOLUTION OF THE BOARD OF CONTROL OF
SAGINAW VALLEY STATE UNIVERSITY
APPROVING A CONSTRUCTION AND COMPLETION
ASSURANCE AGREEMENT, A CONVEYANCE OF
PROPERTY, A LEASE AND AN EASEMENT AGREEMENT,
IF NECESSARY, FOR THE SAGINAW VALLEY STATE UNIVERSITY
COLLEGE OF BUSINESS AND MANAGEMENT EXPANSION**

A RESOLUTION of the Board of Control of Saginaw Valley State University (i) approving (a) a form of construction and completion assurance agreement (the "Construction Agreement"), by and among the State Building Authority (the "Authority"), the State of Michigan (the "State") and Saginaw Valley State University, a Michigan constitutional body corporate (the "Educational Institution"), providing for the rights, duties and obligations of the Authority, the State and the Educational Institution with respect to the Educational Institution's College of Business and Management Expansion and the site therefor (the "Facility") during the construction, renovation and/or equipping of the Facility and prior to the conveyance of the Facility to the Authority, (b) the conveyance of the Facility to the Authority, (c) a lease (the "Lease"), by and among the Authority, the Educational Institution and the State, for the purpose of leasing the Facility to the State and the Educational Institution and (d) an easement agreement (the "Easement Agreement") between the Authority and the Educational Institution, if necessary in connection with the entering into or performance of the Lease, and (ii) providing for other matters related thereto.

WHEREAS, the Authority has been incorporated under and pursuant to the provisions of Act No. 183, Public Acts of Michigan, 1964, as amended ("Act 183"), for the purpose of acquiring, constructing, furnishing, equipping, owning, improving, enlarging, operating, mortgaging and maintaining buildings, necessary parking structures or lots and facilities, and sites therefor, for the use of the State, including institutions of higher education created pursuant to Section 4, 5, 6 or 7 of Article 8 of the Michigan Constitution of 1963 (the "State Constitution"), or any of its agencies; and

WHEREAS, the Educational Institution has been maintained and created pursuant to Sections 4 and 6 of Article 8 of the State Constitution; and

WHEREAS, the State and the Educational Institution desire that the Authority finance the acquisition, construction, renovation and/or equipping of the Facility in consideration of (i) the Educational Institution granting a license to the Authority to enter upon the site of the Facility (the "Site") in order to undertake such construction, renovation and/or equipping, (ii) the Educational Institution undertaking on behalf of the Authority the oversight of such construction, renovation and/or equipping and (iii) the Educational Institution conveying the Facility to the Authority on or prior to the date of its completion, and the Authority is willing to provide such financing in consideration of the items described above; and

WHEREAS, in accordance with the Construction Agreement, the State and the Educational Institution desire that the Authority acquire the Facility on or prior to the date of its completion, and lease the same to the State and the Educational Institution, and the Authority is willing to acquire the Facility and lease the same to the State and the Educational Institution; and

WHEREAS, the Site is presently owned by the Educational Institution, the Facility will be constructed by the Educational Institution on behalf of the Authority, and it is intended that the Site and the Facility be conveyed to the Authority by the Educational Institution; and

WHEREAS, the acquisition of the Facility by the Authority for use by and lease to the Educational Institution and the State is necessary in order for the State and the Educational Institution to carry out necessary governmental functions and to provide necessary services to the people of the State as mandated or permitted by constitution and law, and the use of Act 183 to accomplish such acquisition represents the most practical means to that end at the lowest cost to the State and the Educational Institution; and

WHEREAS, Section 7 of Act 183 provides that the Lease shall be approved by the Authority, by the State Administrative Board of the State and as provided in an appropriations act and if the Lease is for an institution of higher education existing or created pursuant to Section 4, 5, 6 or 7 of Article 8 of the State Constitution, then in addition, the Lease shall be authorized by the institution of higher education and signed by its authorized officers and, accordingly, it is necessary that the Educational Institution authorize and approve the Lease; and

WHEREAS, if it is determined that (i) the Authority will require an easement from a public road to the Facility over real property owned by the Educational Institution so that the Authority has access to the Facility, (ii) the Educational Institution will require for future use certain easements through the Facility, (iii) the Authority and the Educational Institution will

require an agreement to share a common structural wall or (iv) the Authority will require an easement over real property owned by the Educational Institution so that the Authority has sufficient parking available in connection with the reasonable use of the Facility, then in order to meet any such requirement, it may be necessary for authorized officers of the Educational Institution to approve an Easement Agreement to provide for such easements or the sharing of a common structural wall, as the case may be;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CONTROL OF THE EDUCATIONAL INSTITUTION THAT:

1. The plans for the Facility, as filed with the Educational Institution, are hereby approved.

2. The Educational Institution hereby authorizes and approves the Construction Agreement in substantially the form attached as Exhibit A, and any one of the following then seated officers of the Educational Institution: the President and the Executive Vice President for Administration and Business Affairs is hereby authorized and directed to execute and deliver, at the appropriate time, the Construction Agreement in substantially the form attached as Exhibit A for and on behalf of the Educational Institution. Such officers are hereby authorized to approve such changes in and modifications to the Construction Agreement as do not materially adversely affect the Educational Institution.

3. The conveyance of the Site and the Facility to the Authority in accordance with the Construction Agreement is hereby approved, and any one of the following then seated officers of the Educational Institution: the President and the Executive Vice President for Administration and Business Affairs is hereby authorized and directed to execute and deliver a warranty deed in substantially the form attached as Exhibit B and bills of sale to accomplish such conveyance in such form as may be from time to time approved by such officers.

4. The Educational Institution hereby authorizes and approves the Lease in substantially the form attached as Exhibit C, and any one of the following then seated officers of the Educational Institution: the President and the Executive Vice President for Administration and Business Affairs is hereby authorized and directed to execute and deliver the Lease in accordance with the Construction Agreement and in substantially the form attached as Exhibit C for and on behalf of the Educational Institution and such officers are hereby designated as authorized officers of the Educational Institution for purposes of Section 7 of Act 183. Such

officers are hereby authorized to approve such changes in and modifications to the Lease as do not materially alter the substance and intent thereof as expressed in the Lease and the request for action submitted to the Board of Control in connection therewith; provided such officers are not hereby authorized to approve a change in the Lease with respect to the range of rental, the description of the Facility or the material financial obligations of the Educational Institution contained in the Lease approved herein. The Educational Institution hereby determines that the maximum rental in the amount described below is reasonable and the authorized officers are hereby authorized to approve in the Lease, as executed, rental in annual amounts determined by the final appraisal of "True Rental," but not exceeding \$827,000 in any 12-month period and a lease term of not exceeding 40 years.

5. If in connection with the entering into or performance of the Lease, and any one of the following then seated officers of the Educational Institution: the President and the Executive Vice President for Administration and Business Affairs determine that (i) the Authority will require an easement from a public road to the Facility over real property owned by the Educational Institution so that the Authority has access to the Facility, (ii) the Educational Institution will require for future use certain easements through the Facility, (iii) the Authority and the Educational Institution will require an agreement to share a common structural wall or (iv) the Authority will require an easement over real property owned by the Educational Institution so that the Authority has sufficient parking available in connection with the reasonable use of the Facility, then either of such officers is hereby authorized and directed to execute and deliver an Easement Agreement, or any amendments thereto, if necessary in order to meet any such requirement.

6. Any of the following then seated officers of the Educational Institution: the President and the Executive Vice President for Administration and Business Affairs are hereby severally authorized and directed to take or cause to be taken all other actions, including, without limitation, making requests of and approving requests from the Authority and the State and signing certificates, documents or other instruments, each on behalf of the Educational Institution, as they deem necessary or desirable under the circumstances to accomplish the purposes of the transactions authorized in this Resolution.

7. The Educational Institution further confirms its obligations to perform the duties and obligations specified in the Construction Agreement (only upon its execution by authorized

officers of the Educational Institution) and the Lease (only upon its execution by authorized officers of the Educational Institution) and acknowledges that such obligations do not depend upon passage of title to the Facility to the Educational Institution without consideration upon termination of the Lease. The Educational Institution hereby recognizes that it would execute and deliver the Lease even if title to the Facility would not pass upon termination of the Lease.

8. The Educational Institution recognizes that the Authority shall pay for costs of the Facility in an amount not in excess of \$9,799,800.

9. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

10. This Resolution shall be effective immediately upon its adoption.

LANSING 9694-5 529527v2

**RESOLUTION OF THE BOARD OF CONTROL OF
SAGINAW VALLEY STATE UNIVERSITY
APPROVING A CONSTRUCTION AND COMPLETION
ASSURANCE AGREEMENT, A CONVEYANCE OF
PROPERTY, A LEASE AND AN EASEMENT AGREEMENT,
IF NECESSARY, FOR THE SAGINAW VALLEY STATE UNIVERSITY
COLLEGE OF BUSINESS AND MANAGEMENT EXPANSION**

Supporting documents to be executed at a later date:

- Exhibit A - Construction and Completion Assurance Agreement
- Exhibit B - Warranty Deed
- Exhibit C - Lease

**RESOLUTION OF THE BOARD OF CONTROL OF
SAGINAW VALLEY STATE UNIVERSITY
AUTHORIZING THE ISSUANCE AND DELIVERY OF GENERAL REVENUE BONDS
AND PROVIDING FOR OTHER MATTERS RELATING THERETO**

WHEREAS, the Board of Control of Saginaw Valley State University (the "Board") is a constitutional body corporate established pursuant to Article VIII, Section 6 of the Michigan Constitution of 1963, as amended, with general supervision of Saginaw Valley State University (the "University") and the control and direction of all expenditures from the University's funds; and

WHEREAS, in the exercise of its constitutional duties, the Board has determined that it is appropriate and in the best interests of the University to finance all or a portion of the costs of certain capital projects of the University, as described in Exhibit A attached hereto (all of such capital projects described in Exhibit A being collectively referred to herein as the "Projects"); and

WHEREAS, the Board has previously issued and has outstanding certain series of General Revenue Bonds payable from and secured by a lien on General Revenues (as hereinafter defined) (the "Prior Bonds"); and

WHEREAS, it may be appropriate and economic to refund all or portions of the outstanding Prior Bonds as shall be determined by an Authorized Officer (hereinafter defined) (the portions of the Prior Bonds to be refunded, if any, as determined by an Authorized Officer, is referred to herein as the "Bonds to be Refunded"); and

WHEREAS, in the exercise of its constitutional duties, and in order to prudently control and direct expenditures from the University's funds, the Board determines it is necessary and desirable to authorize the issuance of General Revenue Bonds of the Board (the "Bonds"), payable from and secured by a pledge of General Revenues, in order to provide funds that, together with other available funds, will be used to pay all or part of the costs of the Projects, to pay all or part of the costs of refunding the Bonds to be Refunded, if any, and to pay costs incidental to the issuance of the Bonds and the refunding; and

WHEREAS, one or more trust indentures (collectively, the "Trust Indenture") or loan agreements (collectively, the "Loan Agreement") must be entered into by and between the Board and a trustee (the "Trustee") or a direct placement lender, in either case to be designated by an Authorized Officer, pursuant to which the Bonds will be issued and secured; and

WHEREAS, it is necessary to authorize the Authorized Officers, or either of them individually, to negotiate the sale of the Bonds with an underwriter or group of underwriters to be selected by an Authorized Officer (collectively, the "Underwriter") or with a direct placement lender to be selected by an Authorized Officer (the "Purchaser"), and to enter into one or more bond purchase agreements with the Underwriter or Purchaser (collectively, the "Bond Purchase Agreement") setting forth the terms and conditions upon which the Underwriter or Purchaser will agree to purchase the Bonds and the interest rates thereof and the purchase price therefor, or, in the alternative, to select the Underwriter for all or any portion of any series of the Bonds and

to establish the terms for such Bonds through a competitive sale or bidding process pursuant to a Notice of Sale; and

WHEREAS, in order to be able to market the Bonds at the most opportune time, it is necessary for the Board to authorize the President and the Executive Vice President for Administration and Business Affairs (each an "Authorized Officer"), or either of them individually, to negotiate the terms of and to execute and deliver on behalf of the Board the Trust Indenture or Loan Agreement, the Bond Purchase Agreement, and other related documents, to publish any Notice of Sale required for the sale of any portion of the Bonds, to establish the specific terms of the Bonds and to accept the offer of the Underwriter or Purchaser to purchase the Bonds, all within the limitations set forth herein; and

WHEREAS, the trust indentures authorizing the Prior Bonds create certain conditions for the issuance of additional obligations payable from and secured by a pledge of General Revenues on a parity basis with the Prior Bonds; and

WHEREAS, the Executive Vice President for Administration and Business Affairs shall, on or prior to the date of delivery of the Bonds, certify that the conditions for issuing the Bonds, secured by General Revenues on a parity basis with the Prior Bonds, have been met; and

WHEREAS, the financing of all or a portion of the costs of the Projects and the refunding of the Bonds to be Refunded, if any, through the issuance of the Bonds will serve proper and appropriate public purposes; and

WHEREAS, the Board has full power under its constitutional authority for supervision of the University, and control and direction of expenditures from the University's funds, to acquire, construct, furnish and equip the Projects, to refund the Bonds to be Refunded, if any, and to pay all or a part of the costs of the Projects and the costs of the refunding by issuance of the Bonds, and to pledge General Revenues for payment of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CONTROL OF SAGINAW VALLEY STATE UNIVERSITY, AS FOLLOWS:

1. The Board hereby approves the definition of the term "Projects" as set forth on Exhibit A attached hereto, and authorizes the Authorized Officers, or either of them, to select the portion of the Projects to be financed, in whole or in part, from the proceeds of the Bonds, and to fund, as appropriate, the remaining portion of the costs of the Projects from available funds of the University or other available funds. The Board further approves the refunding of all or any portion of the Prior Bonds, and authorizes the Authorized Officers, or either of them, to select the portion, if any, of the Prior Bonds to constitute the Bonds to be Refunded, in order to produce interest or other cost savings or a more favorable debt service structure, or to provide more favorable terms or covenants, and to fund, if deemed appropriate, a portion of the costs of the refunding from available funds of the University and the balance of such costs from the proceeds of the Bonds, and to proceed with the refunding.

2. The Board hereby authorizes the issuance, execution and delivery of the Bonds of the Board, in one or more series, to be designated GENERAL REVENUE BONDS, with

appropriate series designations, in the aggregate original principal amount to be established by an Authorized Officer, but not to exceed the aggregate principal amount necessary to produce proceeds of FOURTEEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$14,200,000) for the payment of the costs of the Projects and the costs of issuance of the Bonds, plus the amount necessary to accomplish the refunding of the Bonds to be Refunded and to pay costs related thereto. The Bonds shall be dated as of the date or dates established by an Authorized Officer, and shall be issued for the purpose of providing funds which, together with other available funds, will be used to pay all or a portion of the costs of the Projects, including, if determined to be appropriate by an Authorized Officer, capitalized interest related to all or a portion of the Projects for a period specified by an Authorized Officer, to pay all or a portion of the costs of refunding the Bonds to be Refunded, if any, and to pay costs related to the issuance of the Bonds and the refunding, including the costs of bond insurance premiums, if an Authorized Officer determines such insurance to be appropriate. The Bonds shall be serial bonds or term bonds, which may be subject to redemption requirements, or both, as shall be established by an Authorized Officer, but the first maturity or mandatory redemption date shall be no earlier than July 1, 2020 and the last maturity shall be no later than December 31, 2032. The Bonds may bear interest at stated fixed rates for the respective maturities thereof as shall be established by an Authorized Officer, but the weighted average yield of the Bonds (computed using the stated coupon and the stated original offering price) shall not exceed 5.5% per annum for tax-exempt bonds and 8.0% per annum for taxable bonds, subject, in the case of Bonds sold to a Purchaser pursuant to a direct purchase arrangement, to adjustments for increased costs of the Purchaser, rating changes and defaults and other specified factors, but in no event in excess of the lesser of 25% per annum, the maximum rate permitted by law or the maximum rate, if any, specified in the Trust Indenture or Loan Agreement. Alternatively, all or part of the Bonds may bear interest at a variable rate of interest for all or a portion of their term, determined on the basis of an index or a spread to an index or through market procedures, or both, and the variable rate of interest shall not exceed the lesser of 25% per annum, the maximum rate permitted by law or the maximum rate, if any, specified in the Trust Indenture or Loan Agreement. The Bonds may be subject to redemption or call for purchase prior to maturity at the times and prices and in the manner as shall be established by an Authorized Officer, but no redemption premium shall exceed 3% of the principal amount being redeemed, unless the redemption price is based on a "make whole" formula, in which case the redemption premium shall not exceed 25% of the principal amount being redeemed. Interest on the Bonds shall be payable at such times as shall be specified by an Authorized Officer. The Bonds shall be issued in fully registered form in denominations, shall be payable as to principal and interest in the manner, shall be subject to transfer and exchange, and shall be executed and authenticated, and may be issued in book-entry-only form, all as shall be provided in the Trust Indenture or Loan Agreement. The Bonds shall be sold to the Underwriter or Purchaser for a price to be established by an Authorized Officer (but the Underwriter's or Purchaser's discount, exclusive of original issue discount, shall not exceed 1.50% of the principal amount thereof) plus accrued interest, if any, from the dated date of the Bonds to the date of delivery thereof.

Any or all of the Bonds purchased by a Purchaser may be made subject to tender for purchase at the option of the holder thereof or to mandatory tender for purchase. The obligation of the Board to purchase any Bonds subject to tender for purchase may be limited to the remarketing proceeds of such Bonds, or may be made payable from General Revenues or from available cash reserves of the University, subject to such limitations as may be specified in the

Trust Indenture or Loan Agreement, all as shall be determined by an Authorized Officer and provided for in the Trust Indenture or Loan Agreement.

3. The Bonds shall be limited and not general obligations of the Board, payable from and secured by a lien on the General Revenues of the Board (as shall be defined in the Trust Indenture or Loan Agreement in a manner generally consistent with the definition of General Revenues contained in the trust indentures pursuant to which the Prior Bonds were issued). The lien on General Revenues securing the Bonds shall be on a parity basis with the liens on General Revenues securing the Prior Bonds and other previously issued obligations of the Board secured by a first lien on General Revenues. The Bonds may also be payable from and secured by a lien on moneys, securities or other investments from time to time on deposit in certain funds created pursuant to the Trust Indenture or Loan Agreement.

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

The pledge of General Revenues and of funds specified in the Trust Indenture or Loan Agreement shall be valid and binding from the date of the issuance and delivery of the Bonds, and all moneys or properties subject thereto that are thereafter received shall immediately be subject to the lien of the pledge without physical delivery or further act. The lien of said pledge shall be valid and binding against all parties (other than the holders of any other bonds, notes or other obligations secured by a parity first lien on General Revenues) having a claim in tort, contract or otherwise against the Board, irrespective of whether such parties have notice of the lien.

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

5. Either Authorized Officer is hereby authorized and directed, in the name and on behalf of the Board, and as its corporate act and deed, to select the Trustee, if any, and to negotiate the terms of and execute and deliver the Trust Indenture or Loan Agreement. The Trust Indenture or Loan Agreement may contain such covenants on behalf of the Board and terms as either such officer deems appropriate, including, but not limited to, covenants with respect to the establishment of General Revenues at levels expressed as a percentage of debt service on the Bonds or all General Revenue obligations of the Board, and with respect to the issuance of additional bonds, notes or other obligations payable from and secured by General Revenues. The approval of the Trust Indenture or Loan Agreement and the terms thereof shall

be conclusively evidenced by the execution of the Trust Indenture or Loan Agreement by an Authorized Officer. In addition, either Authorized Officer is hereby authorized, empowered and directed to negotiate, if deemed appropriate by an Authorized Officer in connection with the issuance of the Bonds, for the acquisition of bond insurance and to execute and deliver an insurance commitment or other documents or instruments required in connection with such insurance.

6. Either Authorized Officer is hereby authorized and directed, in the name and on behalf of the Board and as its corporate act and deed, to select the Underwriter or Purchaser and to negotiate, execute and deliver the Bond Purchase Agreement with the Underwriter or Purchaser setting forth the terms of the Bonds and the sale thereof, and containing such other covenants and agreements of the Board as may be required by the Underwriter or the Purchaser in connection therewith, in the forms as an Authorized Officer may approve, all within the limitations set forth herein. In the alternative, if determined appropriate by an Authorized Officer, selection of the Underwriter and setting of the terms for all or any portion of any series of the Bonds may be made through a competitive sale or bidding process, and either of the Authorized Officers is authorized to accept the winning bid or offer of the Underwriter for the purchase of the Bonds.

7. Either Authorized Officer is hereby authorized, empowered and directed, in the name and on behalf of the Board, and as its corporate act and deed, to execute the Bonds by manual or facsimile signature, and to deliver the Bonds to the Underwriter or Purchaser in exchange for the purchase price therefor.

8. Either Authorized Officer is authorized to solicit ratings on the Bonds from any national rating services that the Authorized Officer deems appropriate and, if necessary, to cause the preparation of a Preliminary Official Statement and an Official Statement with respect to each series of the Bonds, to deem such official statements "final" in accordance with applicable law, and to execute and deliver the Official Statements. In the event that all or a portion of any series of the Bonds is to be sold by means of a competitive sale or bidding process, as provided in this Resolution, either Authorized Officer is authorized to prepare and publish or cause to be published, or otherwise distribute, in such manner as an Authorized Officer shall determine, a Notice of Sale for such Bonds. Either Authorized Officer, or the Underwriter or the University's financial advisor, as appropriate, is authorized to circulate and use, in accordance with applicable law, the Notice of Sale, the Preliminary Official Statements and the Official Statements in connection with the offering, marketing and sale of the Bonds.

9. The President, the Executive Vice President for Administration and Business Affairs, the Secretary and any other appropriate officer or representative of the Board or the University are each hereby authorized to perform all acts and deeds and to execute and deliver for and on behalf of the Board all instruments and documents required by this Resolution, the Trust Indenture or Loan Agreement, the Bond Purchase Agreement or the Notice of Sale, or necessary, expedient and proper in connection with the issuance, sale and delivery of the Bonds, as contemplated hereby, including, if deemed appropriate, one or more escrow deposit agreements with an escrow agent to be selected by an Authorized Officer as may be necessary to accomplish the refunding of the Bonds to be Refunded. Either Authorized Officer is authorized to designate and empower the escrow agent to subscribe for United States Treasury Securities –

State and Local Government Series, on behalf of the Board, as may be necessary in connection with any refunding authorized hereby. Either Authorized Officer is further authorized to execute and deliver all instruments and documents for and on behalf of the Board or the University required, necessary or appropriate for the ongoing administration or operation of the financing program represented by the Bonds, the Trust Indenture or Loan Agreement and the Bond Purchase Agreement. Any action required under the Trust Indenture or Loan Agreement, the Bond Purchase Agreement, the Notice of Sale or any other instrument related to the Bonds, may be taken by and on behalf of the Board by an Authorized Officer. Any reference to an officer of the Board or the University herein shall include any interim or acting officer occupying such position or having been assigned all or a portion of the functions of such position.

10. In accordance with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, the Board may be required in connection with the issuance of the Bonds to enter into one or more continuing disclosure undertakings for the benefit of the holders and beneficial owners of the Bonds. Either Authorized Officer is authorized to cause to be prepared and to execute and deliver, on behalf of the Board, the continuing disclosure undertakings.

11. Either Authorized Officer is hereby authorized and delegated the authority to execute, on behalf of the Board, a declaration of official intent to reimburse University funds expended on the Projects, and on future projects, from the proceeds of the Bonds or other bonds to be issued in the future, all in accordance with United States Treasury Regulation § 1.150-2. Any and all actions of either of the Authorized Officers previously taken in connection with the execution of such a declaration are hereby ratified and confirmed.

12. If deemed necessary by the University's bond counsel, either Authorized Officer is authorized to arrange for the publication of a notice of and to conduct a public hearing with respect to the issuance of the Bonds, all in accordance with requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

13. Any resolutions or parts of resolutions or other proceedings of the Board in conflict herewith are hereby repealed insofar as such conflict exists.

EXHIBIT A

THE PROJECTS

The Projects, as that term is used in the Resolution to which this Exhibit A is attached, consists of the capital projects described below:

<u>Project</u>	Currently Estimated Costs to be Funded From <u>Bond Proceeds*</u>
1. <u>Brown Hall Renovation</u>	\$7,750,000
<p>This project consists of the renovation, furnishing and equipping of Brown Hall to replace aging infrastructure, redesign labs and classrooms to address infrastructure deficiencies, and to develop an active, technology-rich learning environment.</p>	
2. <u>Alumni House Project</u>	\$4,900,000
<p>This project consists of the construction, furnishing and equipping of an approximately 10,450 square foot Alumni House on the University's campus. The Alumni House will provide office space for Alumni Relations staff as well as a large multi-purpose room and other spaces for University alumni and President's Office events and activities.</p>	

*Exclusive of capitalized interest, if any, and bond issuance costs.

**SAGINAW VALLEY STATE UNIVERSITY
PARKING AND TRAFFIC ORDINANCE**

June 2019

1.1 Statement of Purpose

It is the intent of the Saginaw Valley State University Board of Control to establish a parking ordinance on the campus of Saginaw Valley State University for students, faculty, staff and visitors.

2.1 Statement of Authority

This ordinance is enacted by the Saginaw Valley State University Board of Control pursuant to and in accordance with the authority and responsibility of said Board as provided in the Constitution of the State of Michigan, Act 278 of the Michigan Public Acts of 1965 and Act 291 of the Michigan Public Acts of 1967, as amended. This ordinance and the Michigan Vehicle Code (MCL 257.1 et seq., MSA 9.1801 et seq.), as amended, are hereby adopted by reference.

3.1 Designation of Enforcement

It shall be the duty of the University Police Chief and his/her subordinates to enforce all provisions of this ordinance, to cooperate with other law enforcement officers and other college officials in the administration and enforcement of this ordinance, and in developing ways and means to improve parking and traffic conditions.

4.1 Parking on Campus

Parking is permitted only in marked spaces in regular parking lots or designated areas throughout the campus as follows: Free open lots, faculty/staff, resident, reserved, handicap, metered, loading/unloading, and Campus Facilities. Parking lots/areas are marked with signs. A campus map showing parking lots/areas and permit requirements is posted on the University website.

The registered owner of a vehicle is responsible for any parking citations issued to the vehicle.

4.2 Reserved Faculty/Staff Parking and Permits

Reserved parking is provided for faculty, staff and visitors who display a reserved permit Monday through Friday during the hours of 6:00 a.m. to 6:45 p.m. Open parking is available on Saturday and Sunday in the weekday permitted lots. Parking in a way that is in violation of an official sign restricting the period of time or manner of parking is prohibited.

A hanging permit shall be displayed from the rearview mirror on the vehicle driven by the permit holder and is transferrable to any vehicle the permit holder may use.

The registered owner of the vehicle is responsible for any parking citations issued to that vehicle. Once a parking permit is obtained, the permit holder becomes responsible. Individuals shall not be allowed to obtain a permit unless all out-standing parking tickets are paid.

4.3 Reserved Resident Parking and Permits

All vehicles with resident parking permits are restricted to specifically assigned resident parking lots. All parking violations are subject to fines and/or impoundment.

This parking privilege shall be indicated by a serial numbered permit which shall be permanently affixed on the exterior top left corner of the vehicle's outside rear window, or as directed by the University Police Department/Parking Services. Permits may not be transferred to another person or vehicle. In the event vehicles are changed, a new permit will be issued upon presentation of the old permit to the University Police Department/Parking Services office.

The registered owner of the vehicle is responsible for any parking citations issued to that vehicle. Once a parking permit is obtained, the permit holder becomes responsible. Individuals shall not be allowed to obtain a permit unless all outstanding parking tickets are paid.

4.4 Display of Permit

It shall be unlawful to have displayed on any motor vehicle any Saginaw Valley State University registration and/or parking permit which has not been issued for the motor vehicle, on which or in which the permit is displayed.

4.5 Metered Parking

Metered parking is available for short-term use (maximum of two hours). Parking in violation of an official sign restricting the period of time or manner of parking is prohibited in metered parking areas.

4.6 Visitor Parking

Visitors may park in any open (non-reserved) parking lot without obtaining a guest permit so long as the vehicle is parked in a way that is not in violation of an official sign restricting the period of time or manner of parking, or in any faculty/staff reserved parking lot by displaying a guest permit from the rearview mirror of the vehicle. Visitors may also use metered spaces for short-term parking. Visitors are required to abide by the rules, regulations and official posted restrictions for traffic and parking while using a vehicle on campus.

Visitors of campus residents residing in University Village may park in the designated area in Village Central located off Pierce Road in specifically designated visitor spaces. An overnight permit is required 2:00 a.m. to 6:00 a.m.

Visitors of campus residents residing in First Year Suites and Living Centers South, Southwest and M.J. Brandimore House may use open parking lots between 6:00 a.m. and 2:00 a.m. An overnight permit is required 2:00 a.m. to 6:00 a.m.

Visitors of campus residents residing in Pine Grove apartments may park in the designated area near 7650/7670 Pine Grove Lane. An overnight permit is required 2:00 a.m. to 6:00 a.m.

Overnight visitor permits are available at the University Police Department during normal hours of operation. When inviting guests to campus, individuals are encouraged to inform their guest in advance of the available parking locations and regulations. Permits are issued up to two consecutive nights and require 14 days from expiration before obtaining another overnight

permit. Circumstances not addressed in this policy will require approval of the resident's hall director.

The registered owner of a vehicle is responsible for any parking citations issued to that vehicle. Once a parking permit is obtained, the permit holder becomes responsible. Individuals shall not be allowed to obtain a permit unless all outstanding parking tickets are paid.

4.7 Stopping, Standing and Parking

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following areas:

- a. On a sidewalk.
- b. Within an intersection.
- c. Within 15 feet of a fire hydrant.
- d. On a crosswalk.
- e. Upon any streets or parking lot or other parking facility in such a manner or under such conditions as to leave available insufficient width of the roadway for free movement of vehicle traffic, or as to require vehicles operating upon the roadway to leave their assigned traffic lane in order to pass such vehicle.
- f. At any place where official signs prohibit stopping, standing or parking.
- g. On streets, lots or areas in violation of posted official time standard, and on grass or any other unpaved surface not designated for parking.
- h. At any place where a vehicle is parked as such to use more than one clearly marked parking space.
- i. In a way that is in violation of an official sign restricting the period of time or manner of parking

4.8 Special Parking Categories

Special categories of parking shall include (also see campus map):

- a. **Handicap Parking:** These areas are located and marked as such. Individuals must display a state-issued handicap permit while vehicle is parked. If handicap spaces are in use, an individual may park at any meter throughout campus without payment.
- b. **Special Area Permits:** Special need permits will be approved and issued by the Parking Services Coordinator and/or designee.
- c. **Parking Restrictions:** Parking will not be permitted in any area except in marked spaces in defined parking lots. All parking violations are subject to fines and/or impoundment.

- d. **Short-term Parking:** Various buildings on campus are provided with an entrance to be used for loading and unloading. The need to park a vehicle near a building for loading and unloading will require contacting the University Police Department in advance for permission and length of time allowed. The time limit on these spaces is strictly enforced.
- e. **Campus Facilities, Contractor and Media Parking:** A permit is to be acquired through the University Police Department valid in designated areas assigned.
- f. **Motorcycle Parking:** Motorcycles are required to park in open parking spaces. A motorcycle permit shall be obtained for resident lots as well as reserve faculty/staff lots. Motorcycles may not be parked on porches, walkways or any other area which is not designated for parking.

4.9 Overnight Parking

- a. No overnight parking is permitted in any lot other than visitor spaces provided by the University (see 4.6 above), except with permission of the University Police Department. Parking between the hours of 2:00 a.m. and 6:00 a.m. shall be considered overnight parking.
- b. Parking overnight in any resident lot shall require a "reserved" resident permit or a temporary resident permit issued by the University Police Department or Campus Financial Services in Wickes Hall.
- c. Parking locations will be assigned by the University Police Department to employees whose duties require them to be on campus between the hours of 2:00 a.m. and 6:00 a.m.
- d. The University Police Department will issue overnight permits for those residents using temporary vehicles. There will be a \$5.00 charge to the resident. The duration of the permit will be determined by the Parking Services Coordinator or designee.
- e. Recreational vehicles may park overnight ONLY with permission of the Parking Services Coordinator or designee.

4.10 Tow-Away Zone

"Tow-away zone" means a zone where no parking, stopping or standing is permitted as indicated by proper signs. Vehicles parking in violation of the signs will be towed away to keep the roadway clear for traffic movement.

4.11 Impoundment

Vehicles parked in violation of the established Saginaw Valley State University Parking and Traffic Ordinance are subject to impoundment by the University Police Department.

The Chief of University Police and/or designated officers are hereby authorized to remove a vehicle from a street, highway, parking lot or other areas owned by the University. The vehicle will be towed to the nearest garage or other place of safety, or to a garage designated by the Chief of University Police or otherwise maintained by the University, under the circumstances hereinafter enumerated.

The necessary costs for removal of the vehicle shall become a lien on the vehicle, and the person into whose custody the vehicle is given may hold the vehicle until the expenses involved have been paid.

If a vehicle is found on campus in a marked tow-away zone in violation of these regulations, the person in whose name the vehicle is registered, or the permit holder becomes responsible. Ownership of the vehicle will be determined according to the records of the State of Michigan, Department of Secretary of State, and/or Parking Services' record of permit holder. The owner/permit holder will be held responsible for payment of all outstanding parking tickets before a vehicle release form is issued.

5.1 University's Rights

The University reserves the right to request vehicles with issued parking permits to vacate the assigned lots or spaces from time to time for parking lot repairs or snow removal. Residents and issued parking permit holders will be notified in advance.

The University reserves the right to restrict driving and parking and to temporarily close any parking area for special purposes, including the right to post signs that restrict the period of time or manner of parking. The University also reserves the right to remove, at the owner's expense, any unlawfully parked or inoperable vehicle left for extended periods of time unless prior arrangements have been made with the Parking Services Coordinator or designee.

The University assumes no responsibility for loss or damage to vehicles driven or parked on campus, or for the contents of said vehicle.

(Originally approved by the SVSU Board of Control in December 1971. Revised in 1979, 2005, 2009 and 2019.)

EMPLOYMENT AGREEMENT

This employment Agreement (“Agreement”) effective as of July 1, 2019, is entered by and between SAGINAW VALLEY STATE UNIVERSITY (“University”), acting by and through its Board of Control (“Board”), and DONALD J. BACHAND (“President”).

WITNESSETH

WHEREAS, this Agreement supersedes the prior agreement between the University and DONALD J. BACHAND entered into and dated January 1, 2016.

WHEREAS, the University desires to employ DONALD J. BACHAND as President of the University on the terms and conditions set forth in this Agreement.

WHEREAS, DONALD J. BACHAND is agreeable to being employed by the University as its President on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual terms and conditions hereof, and intending to be legally bound, the parties hereby agree as follows:

1. **EMPLOYMENT.** The University hereby employs DONALD J. BACHAND as President of the University and DONALD J. BACHAND accepts such employment on the terms and conditions herein set forth and agrees to perform such duties as are customarily performed by a university president or as directed by the Board.
2. **TERM OF EMPLOYMENT.** The President’s employment hereunder begins as of July 1, 2019 and will expire on June 30, 2022, (Term) subject however, to prior termination as hereinafter provided. The performance of the President will be evaluated annually by the Board. Each of the parties will notify the other party of its/his intention regarding an extension of the Term of this Agreement on or before 12 months prior to June 30, 2022.
3. **COMPENSATION.** As full compensation for his services as President, the University shall pay the President an annual salary of Two Hundred and Ninety-Three thousand, Four-hundred (\$293,400) dollars payable in equal bi-weekly installments of \$11,284.61, or in such other manner as administrative/professional staff of the University may hereafter be compensated. The salary will be reviewed annually by the Board beginning December 2019. At that time and each December thereafter, the Board may at its discretion increase or decrease the compensation paid to the President.
 - a. Further, and at the discretion of the Board, commencing on the effective date of this Agreement and on the 1st day of each calendar year thereafter, so long as the President remains in the employ of the University as President, the University shall credit to a book reserve account (“Deferred Compensation Account”) established for this purpose an amount determined by the Board not to exceed Fifty Thousand Dollars (\$50,000) (“Deferred Compensation”). The University may, but shall not be required to, physically deposit amounts credited to the Deferred Compensation Account in a dedicated bank account in the name of the University. Such deposits and any earnings thereon shall at all times be and remain the general assets of the University and maybe used and disposed of

by the University at such time(s) and for such purpose(s) as it may deem appropriate. If such dedicated account is established the President shall not have the ability to access the funds in that account as an authorized signatory thereto. All amounts credited to the President's Deferred Compensation Account shall bear no interest. Upon the expiration of the Term the President shall be entitled to receive, in a lump sum within thirty (30) days after the expiration of the Term, the amounts credited to the Deferred Compensation Account. Said Deferred Compensation shall be reduced by the sum of all applicable withholding and other required deductions.

Notwithstanding the foregoing, the President may, by written notice ("Notice") to the Board not later than ninety (90) days prior to the expiration of the Term of this Agreement, elect to receive the Deferred Compensation in equal quarterly, semi-annual, or annual installments over a period not to exceed five (5) years. The Notice shall specify the installment method and the period of time over which payment shall be made. If the President shall die or become disabled prior to payment in full of all installments of Deferred Compensation the remaining installments shall be paid in a lump sum within thirty (30) days after the date of the President's disability or death. In the event of the President's death, the remaining installments shall be paid to the beneficiary designated by the President in the Notice or, or if no beneficiary shall not then be living or if no beneficiary is designated, to the President's estate. No interest shall be payable on installments of Deferred Compensation.

- b. Further, and at the sole discretion of the Board, in collaboration with the President, commencing in December 2019 and during each December hereafter, so long as the President remains in the employ of the University as President, the Board shall establish and approve Performance Metrics for the purpose of improving the University. If the President meets or exceeds the Board established Performance Metrics the Board shall compensate the President, as additional compensation, a Performance Bonus in the amount of \$20,000 for his performance related to the metrics. The Board may at its sole discretion increase or decrease the "Performance Bonus" annually.
- c. If this Agreement shall terminate for Cause as defined in paragraph 11 (b) iii below, all rights of the President to said Deferred Compensation will be automatically forfeited in their entirety as of the date the termination takes effect ("Effective Date"). The Deferred Compensation to which the President may become entitled may not under any circumstances be distributed earlier than (i) the President's separation from service; (ii) the date the President becomes disabled; or (iii) the President's death. For purposes of this Agreement, the President will be deemed disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months ("Disabled" or "Disability").
- d. Lastly the time or schedule of any payment of Deferred Compensation amounts pursuant to this Agreement may not be accelerated except as provided in Treasury Regulations issued with respect to Section 409A of the Internal Revenue Code of 1986, as amended. As used herein the term "Separation from Service" shall have the meaning set forth in Internal Revenue Code Section 409A.

Upon the expiration of the Term, subject to provisions in paragraph 12, of the Employment Agreement or earlier termination or resignation of the President, the President shall be entitled to receive, in a lump sum within thirty (30) days after the expiration of the Term, Termination or resignation, the net value of all deferred compensation which has been previously awarded by the Board and accrued in his name, less legally required deductions. Said Deferred Compensation shall bear no interest.

4. **EMPLOYEE BENEFIT PLAN.** In addition to the cash compensation provided for in Section 3 hereof the President shall, subject to meeting the eligibility conditions applicable thereto, be entitled to participate in the University's employee benefit plans as are applicable generally to the administrative/professional staff of the University and as presently in effect or as they may be modified or added to by the University from time to time including, without limitation, plans providing retirement benefits, group term life insurance, medical and hospitalization insurance, disability insurance, sick leave, and vacation plans.
5. **RESIDENT.** During the Term of this Agreement and as a condition of employment, the President agrees to reside in and use, with his immediate family only, the residence on Glen Eagle Drive owned by the University ("Residence"). The Board will keep the residence insured and in good repair, maintain the grounds, provide maid service and utilities for the Residence and pay the expenses for the use of the landline telephone in the Residence, other than for long distance telephone calls of a purely personal nature. The cost of any insurance covering the contents of the Residence which are the property of the President will be borne by the President. On or before December 31st of each year during which this Agreement is in force the University will pay the President, an amount equal to the total of (i) 39.60% of the annual taxable value of the use of the Residence (rent, utilities, and housekeeping compensation), divided by 60.40%. These supplemental payments are intended to cover the Federal and State income taxes payable on the taxable value of the use of the residence on a "grossed-up" basis.
6. **AUTOMOBILE EXPENSE.** During the Term of this Agreement the University will provide the President with the use of an automobile and will pay the cost of insuring, maintaining and operating such automobile, except that the President will pay for gasoline incidental for personal use of the vehicle. The President will maintain such records and logs concerning the use of the vehicle as are required by current or future tax laws.
7. **TRAVEL EXPENSE.** The University will reimburse the President for reasonable travel expenses, hotel bills, and other necessary expenses when the President is traveling on University business or engaged in professional development activities on behalf of the University. The University will also reimburse such travel expenses incurred by the President's spouse when necessitated by University business.
8. **ENTERTAINMENT, ALLOWANCE, CLUB MEMBERSHIPS.** The University will provide reasonable funds for University-related entertainment as well as memberships for the President in such clubs, organizations, or service groups as will benefit the University and are approved by the Board.
9. **PHYSICAL EXAM.** During each year of this Agreement the President shall submit to a physical examination to be performed by a physician selected by the President. The President agrees that a summary of the examination results will be provided to the Board Chair. The

Board shall cover the cost of such annual physical examinations to the extent that such costs are not covered by the group health plan covering the President.

- 10. OTHER EMPLOYMENT.** The President shall devote substantially all his time, attention, and energy to the duties of office of President of the University provided, however, that the President may engage in other activities such as activities involving professional, charitable, religious, and similar types of organizations, speaking engagements, membership on the board of directors of such other commercial organizations as the University may from time to time agree to and similar types of activities to the extent that such other activities do not material inhibit or prohibit the performance of the President's duties under this Agreement. The President specifically agrees that he will not be a candidate for, or serve in, any elective public office during the term of this Agreement.
- 11. TERMINATION.** This Agreement may be terminated prior to the expiration of the stated Term as follows:
- a) By the President upon not less than One Hundred and Eighty (180) days prior written notice to the Board.
 - b) By the Board:
 - i. If the President becomes Disabled, the President agrees to submit to such medical examinations by an independent medical physician selected by the Board as the Board reasonably requests to determine his mental or physical capacity to continue his duties as President. The fact of such Disability shall be certified by the examining physician to the Board.
 - ii. Upon the President's death (effective on the date of death without any notice of termination required). The President's legal representative shall be entitled to receive the compensation as heretofore provided through the last day off the week in which death occurs.
 - iii. Upon the Board's determination that Cause exists to terminate this Agreement and discharge the President from his duties. As used herein the term "Cause" shall mean (x) the continued failure of the President to perform substantially his duties as President of the University (other than any such failure resulting from incapacity due to physical or mental illness), after written demand for substantial performance is delivered to the President by the Board which specifically identifies the manner in which the University believes that the President has not substantially performed his duties, or (y) the willful engaging by the President in dishonesty, illegal conduct, or gross misconduct which is materially injurious to the University, or (z) conviction of a felony or a guilty or nolo contendere plea by the President with respect thereto. For purposes of this definition no act or failure to act on the President's part shall be deemed "willful" unless done or omitted to be done by the President not in good faith and without reasonable belief that the President's act or failure to act was in the best interests, or not opposed to the best interest, of the University.

- iv. No termination for Cause shall be effective for any act or failure to act that is susceptible to cure unless the President has been afforded a reasonable period to effect such cure to the reasonable satisfaction of the Board.
- v. Subject to the provisions of subparagraph (ii) above, all obligations of the University to pay compensation to the President as heretofore provided shall cease upon the effective date of termination of this Agreement.

12 POST-EMPLOYMENT CONSULTING AGREEMENT WITH THE UNIVERSITY.

Upon expiration of the Term of this Agreement, and if said Agreement is not extended or renewed, or in the event of early termination of this Agreement pursuant to Section 11 for reasons other than the death or disability of the President, or the discharge of the President for cause, the President may be engaged by the University as a paid consultant to the University for a period not to exceed six (6) months

The rate of compensation for the Consulting Agreement shall be equal to the annual base salary of the President at the time of the contract expiration. No benefits or other payments made for services rendered shall be made by the University.

Based upon institutional needs, the (former) President will be assigned specific duties and responsibilities by the Board and/or the New President. He will serve at the discretion of the Board.

13. GOVERNING LAW. This Agreement is governed by and is to be construed and enforced in accordance with the laws of the State of Michigan. If any portion of this Agreement is at any time deemed to be in conflict with any applicable statute, rule, regulation, or ordinance, such portion shall be deemed to be modified or altered to conform thereto or, if that is not possible, to be omitted from this Agreement. The invalidity of any such portion shall not affect the force, effect, or validity of the remaining portion of this Agreement.

14 NOTICES. All notices under this Agreement shall be in writing and shall be deemed effective when delivered in person or two days after deposit thereof in the U.S. mail, postage prepaid for delivery as registered or certified mail to the last known address of the President or of the Chairperson of the Board as the case may be. In lieu of personal notice or notice by deposit in the U.S. Mail a party may give notice or notice deposit in the U.S. Mail a party may give notice by confirmed telegraph, telex, fax, or electronic communication, which shall be effective upon receipt.

15 ARBITRATION.

- a) The parties agree that any dispute arising out of or in connection with any aspect of the President's employment under this Agreement, or any termination thereof (including by way of example but not limitation, claims arising under State or Federal civil rights statutes, (including claims of discrimination, retaliation, and harassment), wrongful discharge, breach of expressed or implied contract, and/or tort shall be exclusively subject to binding arbitration under the Employment Arbitration Rules and Mediation Procedures, as amended, of the American Arbitration Association ("AAA"). The arbitration shall occur in

the City of Saginaw and any decision of the arbitrator shall be final and binding as to both parties, be enforceable and may be entered in any court of competent jurisdiction.

- b) The President expressly agrees that he must file a claim for arbitration for any and all claims and/or actions arising out of this employment, the terms of this Agreement, or any termination thereof, no later than six (6) months after the occurrence of any acts/decision allegedly giving rise to such claim. The President understands that this includes by way of example but not limitation, disputes concerning alleged civil rights violations, Federal or State law, retaliation, wrongful discharge, sexual harassment, breach of expressed or implied contract, or tort. The President expressly waives any limitation period to the contrary. Notwithstanding the foregoing, nothing precludes the President from filing a claim of discrimination with a governmental administrative agency.

16 MISCELLANEOUS.

- a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties relating to the employment of the President by the University and superseded and cancels all prior written and oral agreements and understandings with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the President his heirs, executors, administrators, beneficiaries, and assigns and the University and its successors and assigns.
- b) **Withholding Taxes.** All amounts payable to the President under this Agreement shall be subject to applicable withholding of income, wage, and other taxes as required by law.
- c) **Waiver of Breach.** The waiver by the University of a breach of any provision of this Agreement by the President shall not operate or be construed as a waiver of any subsequent breach by the President.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 30th, 2019.

In the presence of:

BOARD OF CONTROL OF
SAGINAW VALLEY STATE UNIVERSITY

Mary Kowaleski

Jonie D. Velasquez
Chairperson

Mary Kowaleski

Donald Ball
President