Board of Trustees Meeting Minutes 1998-03-30

Bowling Green State University

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MINUTES
Board of Trustees
Bowling Green State University
March 30, 1998

Notice having been given in accordance with the Board of Trustees Bylaws, the following members met in the East Building on the Firelands Campus on March 30, 1998: Delbert L. Latta, Chair; Michael J. Marsh, Vice Chair; Leon Bibb; David Bryan; Peter Fitz; G. Ray Medlin, Jr.; Kermit F. Stroh; Eileen Sullivan. Edward Ferkany, John A. Laskey, and Valerie L. Newell were not present.

Also present were President Sidney A. Ribeau; Deborah Magrum, Secretary to the Board of Trustees; Veronica Gold, 1997-98 Faculty Representative to the Board; Tara Gore, 1997-98 Undergraduate Student Representative to the Board; Jay Samelak for Faith Olson, 1997-98 Classified Staff Representative to the Board; Duane Whitmire, 1997-98 Administrative Staff Representative to the Board; John Woods, 1997-98 Graduate Student Representative to the Board; J. Christopher Dalton, Senior Vice President for Finance; Charles R. Middleton, Provost and Vice President for Academic Affairs; John C. Moore, Interim Vice President for University Advancement; Edward Whipple, Vice President for Student Affairs; Gaylyn Finn, Treasurer; media representatives; and a number of observers.

Chair Latta called the meeting to order at 2:00 p.m.; the Board Secretary called the roll and announced that a quorum was present (six Trustees).

MINUTES

Motion was made by Mr. Stroh and seconded by Mr. Bryan that the minutes of the meeting of February 23, 1998, be approved as written. The motion carried.

PRESIDENT'S REPORT

President Ribeau began by saying what a pleasure it is to visit Firelands College and then commented briefly on enrollment efforts. The university has been engaged in a very aggressive campaign to increase enrollment for the past two and a half years and things are looking very positive this year. He asked Provost Middleton to provide a more detailed enrollment update.

Dr. Middleton agreed that the enrollment outlook is very positive. First of all, applications for admission to the freshman class are running about 9.8-10% ahead of last year, and if the numbers continue as they have from the beginning of fall semester, there should be about 9500 applications for the freshman class. A very conservative estimate of the size of the freshman class for fall is approximately 350 more students than last year or a freshman class of 3250+ students. In addition to the numbers being strong, the quality of the applicants is higher than last year, as measured by high school grades, test scores, high school rank, and other variables. Because the university is a selective admission institution, the quality of the performance of the high school student is very important.

Dr. Middleton indicated that this is a remarkable accomplishment on the part of the university. It shows an increased and growing interest in BGSU and the enrollment management efforts over the past 12-18 months. For the first time, this year, admitted students received mailings and/or phone calls within two weeks of application and have had regular contacts with the Admissions Office, academic departments and other student related offices or organizations, in an attempt to make sure they are aware of the opportunities BGSU has to offer. All the people in those offices are to be commended for an excellent job in contacting students and helping to bring the personal nature of BGSU directly into their homes.

In addition, Dr. Middleton noted some special programs that deserve recognition. The Chapman Residential Program will be in its second year next year, and special efforts have been made to expand that program and make it available not only to more freshmen, but also to sophomores. The Honors Program anticipates an additional 50+ students, based upon the extra recruitment efforts they have been undertaking. The summer orientation programs are being improved to promote more parent involvement. It's very important to have parents working with the university and their students right from the beginning, and orientation is the best place to start that tradition. The programs will focus on community building and emphasize BGSU's core values as a central part of the educational program.

Dr. Middleton also reported that numbers of transfer students are greater than at this point last year. A little over 500 new transfer students have been admitted, primarily for the sophomore and junior classes. That compares with
just a little over 450 this time last year or about an 11% increase. It means collaboration with two-year universities is beginning to pay off.

Finally, one indicator of student interest in the university is the extent to which students are interested in living in the residence halls. This year special efforts have been made by the Admissions and Housing Offices to contact students earlier and to process their applications more rapidly. The net result is a 20% increase in the number of housing contracts students have returned to date.

Dr. Middleton expressed optimism that next year will be a very good one and will allow the university to provide educational challenges and experiences to students which should lead to higher graduation rates and greater student success in the future.

President Ribeau encouraged Firelands, likewise, to set a target for an aggressive enrollment and retention effort. As the university grows, the Firelands campus also needs to grow. When the university set out 2-1/2 years ago to increase enrollment substantially, many people laughed, saying that the university had been trying to do that for the last eight years. They weren't really believers, but that doubt has been converted into new applications and returning students for the fall. The growth of Firelands College as a rural resource for this region is critical to the future of BGSU. President Ribeau complimented Firelands on the good job they are doing with enrollment but said they must keep focused and keep pursuing that goal relentlessly.

President Ribeau then discussed Issue 2 which will be on the ballot May 5. He read a couple sections of the resolution passed by the Board of Trustees in February. The resolution represents the Board's commitment to Pre-K through 16 education for all the people in the State of Ohio. Dr. Ribeau is very proud of the stance that the Board of Trustees and Bowling Green State University have taken. Other institutions and organizations in the state which have endorsed Issue 2 are Kent State University, Miami University, Lima Technical College, Ohio State University, Youngstown State University, Ohio Association of Area Councils on Aging, Ohio Association of Community Colleges, Ohio Association of Realtors, Ohio Board of Regents, Ohio Business Roundtable, Ohio Chamber of Commerce, Ohio Chapter of American Academy of Pediatrics, Ohio Civil Service Employers Association, Ohio Conference of University Professors, Ohio Education Association, Ohio Farm Bureau Federation, Ohio Municipal League, and Ohio Manufacturers Association. Issue 2 will be a hotly debated matter, but is critically important to public and higher education in Ohio.

Dr. Ribeau concluded his remarks by commending Firelands for the initiatives they have undertaken this year to provide greater service to students. The University is only as good as its graduates and its graduates are only as good as the University is able to invest in them. He extended appreciation to Firelands for taking steps to invest in its students, because they will be the taxpayers, the leaders, and caretakers in our old age.

**HUMAN RESOURCES/UNIVERSITY PROGRAMMING COMMITTEE**

Mr. Marsh announced that the Human Resources and University Programming Committee met on Monday morning and reviewed two action items.

**Personnel Changes Since February 23, 1998, Meeting**

**No. 32-98**

Mr. Marsh moved and Mr. Medlin seconded that the Board of Trustees has reviewed and ratified the Personnel Changes since the February 23, 1998, meeting. The motion was approved with 5 positive votes; Mr. Latta abstained due to a potential conflict of interest with one of the new appointments.

**PERSONNEL CHANGES**

**ADMINISTRATIVE STAFF**

February 23, 1998 through March 30, 1998

**NEW APPOINTMENTS FULL-TIME**

**PROVOST AND ACADEMIC AFFAIRS**

Hans Ruebel, Art Technician, School of Art, effective 2-2-98/6-30-98, salary $28,500 fyr.

James M. Keen, Biological Instrumentation Design and Fabrication Technician, effective 3-2-98/6-30-98, salary $35,000 fyr.
Paul Knuth, Interim Network Administrator, College of Business Administration, effective 2-2-98/6-30-98, salary $34,000 fyr.
Allison M. Haas Maaraba, Educational Technology Assistant, NWOET Foundation, effective 3-2-98/1-2-99, salary $19,500.
Angie To, Art Technician, School of Art, effective 2-9-98/6-30-98, salary $28,500 fyr.

UNIVERSITY ADVANCEMENT
Marcia Sloan Latta, Director, Major Gifts, Office of Development, effective 3-31-98/6-30-99, salary $69,000 fyr.

NEW APPOINTMENTS PART-TIME
PROVOST AND ACADEMIC AFFAIRS
Nancy Beaumont, Coordinator, Geriatric Education Center, Gerontology, effective 2-2-98/8-31-98, salary $10,268.
Molly Anne Biddle, Manuscripts Processor, Center for Archival Collections, effective 2-16-98/6-30-98, salary $15,377 fyr.

LEAVES OF ABSENCES
PROVOST AND ACADEMIC AFFAIRS
C. Lee Caldwell, Academic Advisor, College of Arts and Sciences, effective date 1-22-98 until further notice, leave without pay.

STUDENT AFFAIRS
Marilyn Warner, Part-time Medical Office Assistant, effective 2/23, 24, 25/98 (10 hours), leave without pay.

CHANGES IN ASSIGNMENT, TITLE AND/OR SALARY
FINANCIAL AFFAIRS
William Knight, Director, Institutional Research, from $55,815 to $61,000, effective 7-1-97/6-30-98, salary increase is due to change in position grade resulting from a reevaluation of the position.
Richard Peper, Information Systems Auditor, Internal Auditing, from $41,780 to $44,180, effective 2-1-97 until further notice, additional compensation for additional responsibilities assumed when the Director of Internal Auditing resigned.
Robert Waddle, Director, Capital Planning, from $50,300 to $54,200, effective 11-2-97 until further notice, additional compensation due to increased responsibilities.

PROVOST AND ACADEMIC AFFAIRS
Candace Bonnett, Stores Manager, College of Technology, $11,060 to $16,755, effective 2-11-98/5-15-98, contract extended from original contract.
Robert Hayward from Assistant Director, Physical Plant, $59,551 fyr to Director of Administrative Services, $62,529, effective 2-1-98/6-30-98, salary increase due to increase in responsibilities, change in title and a change in the position grade.
Dean Purdy, Associate Director, Academic Enhancement, from $44,558 fyr to $46,186 fyr, effective 7-1-97/6-30-98, salary increase due to appeal of compensation evaluation of his former position located in Student Affairs.

STUDENT AFFAIRS
Sidney Childs, Coordinator of Counseling, Multicultural Affairs & Student Support Services, from $34,156 to $36,156, effective 9-1-97/6-30-98, salary increase due to department reorganization and increased responsibilities.
UNIVERSITY ADVANCEMENT

Deborah Boyce, Assistant to the Vice President for University Advancement, one-time payment of $4,716, for compensation during 1996-97 to bring her to the minimum of her pay grade during this time period.

CONTRACTS CONCLUDED

PRESIDENT'S AREA

Stephen Spagnulo, Assistant Football Coach, effective 2-5-98, accepted another position.

STUDENT AFFAIRS

George Gressman, Assistant Director, Career Services, effective 3-8-98, personal reasons.

EMPLOYED EXTRA HOURS

STUDENT HEALTH SERVICES

LuAnn Hogrefe, Part-time Nurse Practitioner, employed extra hours 1/5, 8, 21/98; 2/4, 11/98 (17 hours); $355.13.

PERSONNEL CHANGES

FULL-TIME FACULTY
February 23, 1998 through March 30, 1998

PROVOST AND ACADEMIC AFFAIRS

NEW APPOINTMENTS FULL-TIME

Steven Ballard, Vice Provost for Research and Dean of the Graduate College, Professor of Political Science, effective June 30, 1998, salary $105,000 fyr.

CHANGES IN ASSIGNMENT, TITLE AND/OR SALARY

Anthony Gorman, Department of Chemistry, College of Arts & Sciences, salary change from $35,204 to $33,928 due to change in date of hire.

Fiona MacKinnon-Slaney, Department of Higher Education and Student Affairs, College of Education and Human Development, appointed Provost Associate, Academic Affairs, effective 1-12-98/5-20-98, $1,500 stipend.

Pamela Warton, Department of Mathematics & Statistics, College of Arts & Sciences, from Instructor to Assistant Professor and from terminal to temporary status, effective August 20, 1997, completion of doctoral degree.

CONTRACTS CONCLUDED


Proposed Amendments to Academic Charter: Sections B-1.D.2.a) and b)(2). Evaluation for Promotion and Evaluation for Tenure

Mr. Marsh explained that the purpose of the proposed Charter amendments was to ensure that both negative and positive recommendations for tenure and promotion were forwarded to the Vice President for Academic Affairs, rather than only the positive ones.
Mr. Marsh moved and Mr. Bibb seconded that approval be given to the following amendments to the Academic Charter, Sections B.I.D.2.a) and b)(2), which require that negative recommendations for both promotion and tenure be forwarded to the Provost and Vice President for Academic Affairs. The motion was approved with no negative votes.

Section B.I.D.2.a)

a) Evaluation for Promotion

Evaluation for possible promotion shall be a complete review of a faculty member’s instructional, research, and service activity. The review and recommendation shall be carried out by the faculty of the academic unit and its Chair/Director.

The department/school recommendations shall be forwarded to the Dean, who shall approve or disapprove it after reviewing the recommendations of the appropriate collegiate faculty advisory committee. The recommendation of the Dean shall be forwarded to the VPAA for approval or disapproval. RESPONSIBILITY FOR RECOMMENDING PROMOTION TO THE PRESIDENT AND BOARD OF TRUSTEES LIES WITH THE VPAA.

BEFORE THE RECOMMENDATION IS FORWARDED TO THE NEXT LEVEL, THE FACULTY MEMBER SHALL BE INFORMED OF THE RECOMMENDATION AT EACH STAGE OF THE EVALUATION PROCESS AND HAS THE RIGHT TO WITHDRAW FROM THE EVALUATION PROCESS AT ANY TIME BY INFORMING HIS OR HER CHAIR/DIRECTOR, DEAN AND VPAA, AS APPROPRIATE. IN SUCH A CASE, THE RECOMMENDATION SHALL NOT BE FORWARDED TO THE NEXT LEVEL AND THE EVALUATION PROCESS SHALL CEASE.

Promotion in rank is based on performance. Any faculty member may perform satisfactorily at a given academic rank without necessarily warranting promotion to a higher one. It is also recognized that a period of time will elapse after a promotion, during which time further promotion is not normally to be expected. However, a faculty member may request a promotion review in accordance with the established deadlines. A faculty member whose performance merits consideration for promotion shall be invited by the Chair/Director to submit credentials for promotion review. A faculty member may request that a recommendation for promotion at the department/school level not be forwarded. In the case where a department or school does not support a promotion request of a faculty member, it is not required that the outcome of the departmental or school review be forwarded to the Dean unless such action is requested by the faculty member. If a faculty member requests that a negative promotion request be forwarded to the Dean, the Dean shall review the negative decision and may solicit the recommendation from the appropriate faculty advisory committee. As a result of such review, the Dean may forward a recommendation for promotion to the VPAA.

Section B.I.D.2.b)(2)

(2) Evaluation for Tenure

A probationer in the next-to-last year of a probationary appointment shall be evaluated by the tenured faculty of the academic unit and a recommendation for or against tenure shall be made B.I.C.2.b)(1). In academic units with fewer than three tenured faculty, the Dean of a college may broaden the faculty participation in the evaluation base. Other tenured faculty from related disciplines outside the unit’s tenured faculty may be appointed by the Dean with the consent of the unit’s tenured faculty and Chair/Director. If the same discipline exists in another college of the University, appointments shall be from that discipline. All appointments shall be made so as to maintain, as much as possible, the integrity of the discipline.

An affirmative vote of at least two-thirds of all tenured faculty shall be required to recommend that tenure be granted. If the Dean has appointed additional faculty from outside the academic unit, a two-thirds affirmative vote of the combined faculty shall be required to recommend that tenure be granted. Tenured faculty have the
responsibility to vote in tenure decisions; an abstention or failure to vote has the same effect as a negative vote.

A-THE recommendation based on the established criteria that tenure be granted shall be forwarded by the Chair/Director to the Dean, who shall approve or disapprove THE RECOMMENDATION after viewing EXAMINING the written recommendation of the appropriate faculty advisory committee. If the recommendation is approved at the college level, it shall be forwarded BY THE DEAN to the VPAA. Responsibility for recommending tenure to the President and Board of Trustees lies with the VPAA.

The candidate PROBATIONER who wishes to appeal A NEGATIVE RECOMMENDATION on the basis of alleged violation of academic freedom, discrimination, inadequate or inequitable consideration of professional competence, or failure to observe due process in decisions at the department, school, college or higher administrative level (including failure to meet Charter provisions of evaluation of probationary faculty or other failure to meet formal professional commitments) will be accorded a review employing the grievance arbitration procedure as set forth in B-I.E.


Mr. Marsh reported that the committee also heard a brief enrollment update, was informed about an honorary degree for Donald Wismer, reviewed editorial revisions to the Student Code of Conduct and received an update on the Union project.

FINANCIAL AFFAIRS/ FACILITIES COMMITTEE

Mr. Latta, who chaired the Financial Affairs and Facilities Committee in Ms. Newell’s absence, reported that the committee had met on Monday morning and reviewed three action items.

Proposed Lease of Property to FASTdotCOM, Inc.

Mr. Latta noted that the property to be leased is a parking lot at 516 Ridge Street.

No. 34-98

Mr. Stroh moved and Mr. Bryan seconded that the President, or his designee, be authorized to enter into a lease agreement with FASTdotCOM, Inc. for lease of University property on Ridge Street in Bowling Green.

The Board Secretary conducted a roll call vote with the following results: Voting "yes"—Mr. Bibb, Mr. Bryan, Mr. Latta, Mr. Marsh, Mr. Medlin, Mr. Stroh. The motion was approved with six affirmative votes.

AGREEMENT BETWEEN
BOWLING GREEN STATE UNIVERSITY
AND
FASTdotCOM, INC.

This Lease is entered into between BOWLING GREEN STATE UNIVERSITY, an agency of the State of Ohio ("Lessor"), and FASTdotCOM, INC., a corporation specializing in imaging solutions ("Lessee").

1. PREMISES

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor leases to Lessee and Lessee leases from Lessor, approximately 7,302 square feet of Lessor's property, located at 516 Ridge Street, Bowling Green, Ohio, for use as provided herein. These premises are referred to in this Lease as the premises or the leased premises.
2. TERM

The term of this Lease shall commence on March 1, 1998 and terminate on February 29, 2008, unless sooner terminated as provided in this Lease. Either Lessee or Lessor may terminate this Lease by the giving of ninety (90) days advance written notice. This Lease may be renewed by a writing signed by Lessee and Lessor for additional terms of five (5) years each. Rental will be renegotiated prior to renewal.

3. RENTAL

Lessee agrees to pay the Lessor, at such address as Lessor may designate in writing, annual rent in the amount of $1,500.00 during each year of the term. Rent shall be due and payable in equal monthly installments of $125.00 in advance on the first day of each month of the term. All rent payments are to be made payable to Lessor at the Treasurer’s Office, Bowling Green State University.

4. HOLDING OVER

In the event of holding over by the Lessee after the termination or expiration of this Lease, the holdover shall be as a tenant at will and all the terms and provisions of this Lease shall be applicable during that period except that the Lessee shall pay the Lessor as rental for the period of such holdover an amount equal to one and one-half the rent which would have been payable by Lessee had the holdover period been part of the original term of this Lease.

5. TAXES AND ASSESSMENTS

Lessee shall pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the term of this Lease on the furniture, trade fixtures, appliances, improvements and other personal property placed by Lessee in, on, or about the premises.

6. UTILITIES AND OTHER SERVICES

Charges for utilities including water, electricity, heat, and gas used in and about the leased premises during the term of this Lease shall not be included in the rental amount set forth above. Lessor shall be responsible for all utility charges associated with this property as well as the removal of all garbage from the leased premises. Lessor shall in no event be liable or responsible for any interruption in garbage removal from or utility services to the leased premises.

7. ZONING, LICENSES, AND PERMITS

Lessor makes no warranty or representation of any kind concerning the condition of the leased premises or their fitness for the use intended by the Lessee, or of their zoning, and hereby disclaims any knowledge with respect to these matters, it being expressly understood by the parties to this Lease that Lessee has personally inspected the leased premises, knows their condition, finds them fit for its intended use, accepts them as is, and has ascertained that they can, under existing ordinances, be used for the purposes set forth in, and limited by, this Lease.

8. MAINTENANCE OF PREMISES

During the term of this Lease, Lessee shall maintain the leased premises in good condition.

9. ALTERATIONS

Lessee shall not make any alterations, additions, or improvements to the leased premises without the prior written consent of Lessor; provided however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Lessee’s own expense, and that no liens of mechanics, materialmen, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Premises, or any part thereof; and that Lessee shall indemnify and hold harmless Lessor from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Lessor or against said Premises on account of or arising out of such alterations, additions or improvements.
10. USE, OCCUPANCY, AND HOURS OF OPERATION

Lessee will use the premises to operate a parking lot. Lessee will not use the name Bowling Green State University or BGSU without the express written permission of Lessor. Lessee may not use the premises for any other purpose without the written consent of Lessor. Lessee shall not use or permit the use of the premises in any manner that results in waste of the premises or constitutes a nuisance or violates any statute, ordinance, rule, or regulation applicable to the premises, or for any illegal purpose. Lessee shall provide supplies, equipment, and personnel necessary to the operation of its business. Lessor assumes no responsibility for supplies, records, or personal property stored on the leased premises by Lessee, its employees, agents, clients, or assigns. Lessee will conform to and comply with all of Lessor’s rules and regulations and with all applicable municipal, county, state, and federal ordinances and laws in using the Premises, and will not use or suffer to be used the Premises in any manner in contravention of any applicable municipal, state or federal ordinances, laws, rules or regulations, so as to create any nuisance, or so as to increase the existing rate of fire or liability insurance for the Premises.

11. INSURANCE

Lessee, at its own expense, shall provide and maintain in force during the term of this Lease for the mutual benefit of Lessor and Lessee commercial general liability insurance with limits of not less than $2 million, naming Lessor as an additional insured. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, fire and multi-peril property coverage protecting Lessee's equipment within the premises. Lessee shall furnish Lessor with certificates of all insurance required by this Lease. These policies shall be primary and non-contributing with any insurance carried by the University and shall contain a severability of interests' clause in respect to gross liability, protecting each insured as though a separate policy had been issued to each. If Lessee does not provide such certificates thirty (30) days after request by Lessor, Lessor may, at its option, obtain such insurance, and the premium thereof shall be immediately due and payable from Lessee as rent. Failure of the Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.

12. SURRENDER OF PREMISES

Lessee will deliver up and surrender possession of the leased premises to Lessor upon the expiration of this Lease, any renewal or extension hereof, or its termination in any way.

13. QUIET ENJOYMENT

Lessor warrants that it has full right to execute and to perform this Lease and to grant the estate demised and that Lessee, upon payment of the required rent and performing the terms, conditions, covenants, and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this Lease as well as any extension or renewal thereof.

14. TITLE TO BUILDINGS, IMPROVEMENTS, FIXTURES AND EQUIPMENT

All fixtures and equipment on the leased premises, except those items of equipment owned by Lessee, shall remain and continue to be the sole and absolute property of the Lessor and may not be removed by Lessee at any time during the Lease or at the expiration of the Lease. Lessee, at its own cost and expense, shall repair any damage to the premises, including damage to Lessor's fixtures and equipment, caused by Lessee, its agents, clients, employees, and assigns.

15. ACCESS TO PREMISES BY LESSOR

Lessor shall have access to the leased premises at all reasonable hours during the original term of this Lease and any renewal terms.

16. ASSIGNMENT AND SUBLETTING BY LESSEE

Lessee shall not have the right to assign this Lease or to sublease the whole or any part of the leased premises without the written consent of the Lessor, and provided that Lessee remains liable to Lessor under this Lease.
17. **ASSIGNMENT BY LESSOR**

Lessor shall have the right to transfer, assign, and convey, in whole or in part, any and all right of the Lessor under the Lease.

18. **INDEMNITY**

Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defenses of such claims arising from the conduct or management of the Lessee's business on the leased premises or its use of the leased premises, or from any breach on the part of the Lessee of any of the conditions of this Lease, or from any act of negligence of Lessee, its officers, agents, contractors, employees, subtenants, or invitees in or about the leased premises.

19. **DEFAULT AND TERMINATION**

The following events shall be deemed a default by Lessee under this Lease:

1. Lessee fails to pay any installment of rent due under this Lease and such failure continues for a period of ten (10) days.

2. Lessee fails to comply with any term, provision, or covenant of this Lease other than payment of rent and does not cure the failure within twenty (20) days after written notice of the failure to the Lessee.

3. Lessee makes an assignment for the benefit of creditors.

4. Lessee abandons or vacates any substantial portion of the premises for a period of thirty (30) or more days, cumulative.

5. Statutory authority or case law revoking or modifying the right of Lessee's business such that it can no longer operate within the laws of the State of Ohio.

Upon the occurrence of any event of default by Lessee, Lessor shall have the right to terminate this Lease immediately. Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both.

20. **NON WAIVER**

A waiver by Lessor of a breach of this Lease by the Lessee does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

21. **RECORDABLE LEASE**

Lessee agrees not to record this Lease without express written consent of Lessor.

22. **CONSTRUCTION OF LEASE**

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the tense requires. Wherever used herein, the words Lessor and Lessee shall be deemed to include the heirs, personal representatives, successors, sublessees and assigns of any party, unless context excludes such construction.

23. **INVALIDITY OF PROVISIONS**

In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision of this agreement, and the agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this agreement.
24. SERVICE OF NOTICE

All notices required under this Lease must be given by personal delivery, certified mail, or electronic facsimile addressed to the proper party at the following addresses:

Lessor:  Treasurer  
Administration Building  
Bowling Green State University  
Bowling Green, Ohio 43403

Lessee:  FASTdotCOM, Inc.  
Attn: Chris A. Geib  
Fast Company  
525 Ridge Street  
Bowling Green, Ohio 43402

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address as provided in this section.

25. SURVIVAL OF LEASE COVENANTS

The terms, conditions, and covenants of this Lease shall be binding on, and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, or assigns, and shall run with the land.

26. HEADINGS

It is understood and agreed that the headings are intended only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Lease, nor in any way affect this Lease.

27. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and any agreement hereafter shall be ineffective to change, modify, or discharge it in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

28. CHOICE OF LAW

This agreement shall be construed under the laws of the State of Ohio.

29. NONDISCRIMINATION

Lessee agrees that with regard to services covered by this agreement, it will not discriminate on the basis of race, color, creed, sex, religious belief, national origin, age, or disability, or Vietnam-era veterans status.

30. STATUS OF EMPLOYEES

Lessee agrees that its personnel are not and shall not be construed as employees or agents of Lessor. Lessor assumes no responsibility for the actions of Lessee's employees, and expressly denies any responsibility for any aspect of services performed by Lessee, its agents, employees, and assigns. Lessee agrees not to represent itself as an agent of Lessor.

31. STATUS OF CUSTOMERS

Lessee agrees that customers seen at Lessee's operation pursuant to this agreement shall be customers of Lessee and not customers of Lessor. Lessor assumes no responsibility for the services provided to customers of Lessee.

32. SIGNS

Lessee shall not install any other signs on the leased premises without Lessor's prior written consent. If a sign is permitted, Lessee shall maintain the sign in good condition and shall be responsible to Lessor for any costs
incurred by Lessor in connection with the installation, use, or maintenance of the sign. At the expiration of this Lease, Lessee shall remove the sign and shall repair any damage resulting from its removal.

SIGNED on the dates indicated, but effective as provided above.

Signed and Acknowledged in the Presence of:

Print Name: ____________________________  

Print Name: ____________________________  

Print Name: ____________________________  

Print Name: ____________________________  

Print Name: ____________________________  

LESSEE: 
FASTdotCOM, INC.

By: ____________________________________  

STATE OF OHIO  )
WOOD COUNTY  ) ss.

The foregoing instrument was acknowledged before me this ___ day of __________, 1998, by , on behalf of FASTdotCom, Inc.

Public

STATE OF OHIO  )
WOOD COUNTY  ) ss.

The foregoing instrument was acknowledged before me this ___ day of __________, 1998, by, on behalf of Bowling Green State University, an Ohio public university, on behalf of the university.

Notary

Proposed Increase in the University's Capitalization Limit.

No. 35-98  Mr. Medlin moved and Mr. Stroh seconded that approval be given to increasing the level at which acquisitions by the University are capitalized from $500 to $1500.

The Board Secretary conducted a roll call vote with the following results: Voting "yes"--Mr. Bibb, Mr. Bryan, Mr. Latta, Mr. Marsh, Mr. Medlin, Mr. Stroh. The motion was approved with six affirmative votes.
Proposed Naming of Faculty Reading Room in Jerome Library.

Mr. Latta asked Dr. Cormier to stand and be recognized. Mr. Bryan added that he first met Dr. Cormier through the School of Art's Medici Circle and praised Dr. Cormier for her many accomplishments and contributions to the University.

No. 36-98 Mr. Medlin moved and Mr. Bryan seconded that the Faculty Reading Room in Jerome Library be named the Ramona Cormier Faculty Reading Room in honor of Dr. Cormier's many contributions to the University, and more specifically, in recognition of her support to Libraries and Learning Resources through such means as financial and in-kind gifts, coordination of volunteer services for the Library bookstore, and membership in Friends of the Library, in accordance with recommendations made by the Honorary Degrees and Commemoratives Committee, the President's Cabinet, and the University President. The motion was approved with no negative votes.

Mr. Latta asked Mr. Waddle to give a report on the status of capital projects on campus. He said that the Central Heating project will be going to bid with construction starting about the middle of July, the Health Center renovation is well underway, and a firm for the Psychology rehabilitation and asbestos abatement project has selected.

OTHER ITEMS


No. 37-98 Mr. Bryan moved and Mr. Medlin seconded that grants and/or contracts in the amount of $1,034,938.00 for the month of February 1998, be accepted and expenditures applicable thereto in that amount be authorized. The motion was approved with no negative votes.

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<th>Total for Period</th>
<th>Fiscal Year to Date</th>
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<tr>
<td>February</td>
<td>$1,034,938.00</td>
<td>$14,568,303.00</td>
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GRANTS AND CONTRACTS AWARDED for the Month Ending February 28, 1998

I. RESEARCH

A. State Sponsored
   (No Activity)

B. Privately Sponsored
   Tech Systems W. Roudebush Construct Tech Lab $ 5,990.00
   HPER P. Shewokis Rehab Inst of MI $ 4,563.00
   Tech Co-op B. Piersol Quality Connection $16,285.00
   Total Privately Sponsored $26,838.00

C. Federally Sponsored
   History K. Kiple DHHS/PHS/NIH/NLM $ 38,500.00
   Chemistry J. Cable NSF $ 54,200.00
   Chemistry J. Cable NSF $223,800.00
   Physics Y. Ding AFOSR $100,937.00
   Total Federally Sponsored $417,437.00
   TOTAL RESEARCH $444,275.00

II. INSTRUCTION GRANTS
   (No Activity)
III. PUBLIC SERVICE

Continuing Educ  S. Bolanis  WSOS-Fremont  $ 9,125.00

TOTAL SPECIAL GRANTS AND CONTRACTS  $453,400.00

IV. FINANCIAL AID

FASE  C. McRoberts  OH Dept of Educn  $470,427.00
FASE  C. McRoberts  US Dept of Educn  111,111.00

Total Financial Aid  $581,538.00

TOTAL ALL GRANTS AND CONTRACTS  $1,034,938.00

REPORT - GENERAL

Dr. R. Darby Williams, Dean, Firelands College

Dean Williams welcomed the Board of Trustees to the Firelands campus, and updated them on the proposed University Center project. There have been no new buildings on the Firelands campus for 25 years. The East Building was one of the original two buildings opened in 1968, and a north addition was added in 1972. Dr. Williams referred the Trustees to a booklet on the proposed University Center. The building is being referred to as a University Center, because it is being viewed as an extension of BGSU into the Firelands area. Although it will be built on the Firelands campus, it is a facility through which the University can offer additional courses, programs, graduate coursework, etc, that are needed in that area.

Dr. Williams then showed the Trustees architectural plans for the building. It will be located between the East Building and the McBride Arboretum. The facility will contain two levels and include four distance technology classrooms, three regular classrooms, a conference center with breakout rooms, a kitchen and dining area, a board room and some administrative and faculty office space. The $5+ million required for the project will be split between state funding requested in the University's capital plan and local funding raised through a capital campaign. George Mayer, retiree from Society Bank/Key Bank in Sandusky, is leading the local campaign.

When the University Center project was first announced, it included plans for a 500-seat theater for the Huron Playhouse. A number of people in Huron, however, preferred to refurbish the existing Huron Playhouse, located in McCormick Middle School in Huron, and decided to initiate a fund-raising campaign for that project. Because of the decision to keep the Huron Playhouse in its present location, the cost of the project was reduced by about $4 million. Dr. Williams then called upon Frank Glann to talk about the upcoming 50th anniversary of the Huron Playhouse.

Dr. Glann said that 49 years ago this month the first plans were made to establish the Huron Playhouse and by June 29, 1949 the playhouse was up and running and in its first successful season. There have been 49 successful seasons since and over 1300 alumni of the Playhouse. It has also served as a recruiting tool, because people come from across the country to participate in the Huron Playhouse Company, think that it is Bowling Green, and often transfer to and finish degrees, especially graduate degrees, at the University.

On June 14, a Parade of Stars/Alumni All-Star Review, will kick off the 50th anniversary celebration. Jackie Mayer, former Miss America, and Mike Landrum, her co-star at the Huron Playhouse in 1962, will be masters of ceremonies, and Lynn Wintersteller will be coming from Hollywood to join them in headlining this revue. A number of other notables who were part of the Playhouse, also, will be coming back for this event.

The Huron Playhouse is a wonderful community-building experience that has taken place over the last 50 years and is one of BGSU's great success stories of outreach into the Sandusky/Huron area. Dr. Glann concluded by saying that joy was defined by someone once as being that which one wishes to return to again and again, and there are many people who come back to the Playhouse on a regular basis. He invited the Trustees to come and share some joy at the Playhouse and referred them to a schedule of the plays for the 1998 season.
REPORTS - CONSTITUENT REPRESENTATIVES

Graduate Student Representative - John Woods

Mr. Woods briefly updated the Board on the new student funding process which involves greater student participation and more interaction with the university administration with respect to funding levels and the general fee. Students are working together rather than against each other on budget issues.

Graduate Student Senate has been working very hard on health insurance reform. Under Dr. Kaplan's leadership and due to the work of his advisory committee, Graduate Student Senate and Undergraduate Student Government, a new health insurance plan for students will be adopted this year. This is an important matter, because health insurance is mandatory for all graduate students and international students; it is optional for others. The new provider will be able to give students better coverage at a lesser premium and offer an affordable dental option.

Another topic that Graduate Student Senate has been discussing over the past two to three months is conflict in the classroom. Graduate students teaching in the classroom are now facing conflict issues that have not been present in the past, and are finding themselves unprepared to deal with them. This has turned into a campus-wide effort in which administrators, faculty, and graduate students have come together to look at the issue from different angles and explore ways to eliminate some of the difficulties faced in the classroom by graduate students as well as by professors. These include possible changes to the Student Code, infusion of information into orientation and pre-registration programs, and use of a model adopted by one department in which students sign an optional contract on appropriate classroom behavior and decorum. Mr. Woods concluded by noting that election of officers will be occur in the next few weeks.

Classified Staff Representative - Jay Samelak

Mr. Samelak, Vice Chair of Classified Staff Council, provided a few remarks in Faith Olson's absence. He recognized Laurie Peugeot, Firelands representative in Classified Staff Council, and complimented her on the outstanding job she does of keeping the main campus informed of Firelands activities and vice versa. The Classified Staff Council and its executive committee have dealt with important issues this month with department heads, Human Resources, and the Provost. He thanked them for their openness and candor on the myriad of issues discussed. On April 6, Mr. Samelak and Ms. Peugeot will attend a meeting of the State Employees Council of Ohio and will ask them to adopt a resolution supporting Issue 2.

Administrative Staff Representative - Duane Whitmire

After sharing a little humor about a picture of Trustee Bibb in the 1997 football program, Dr. Whitmire described some of the work of Administrative Staff Council committees during the past month. The Awards and Special Recognitions Committee, under Jane SchimpP's direction, developed the BG Best Awards. The award criteria are: implemented a new idea or program to benefit the BGSU community, improved the quality of programs and/or services on the BGSU campuses, showed an outstanding commitment to BGSU by their volunteer involvement in campus community activities, provided excellent customer service to the BGSU community, demonstrated exemplary commitment to the core values of BGSU. It is anticipated that recipients of these awards will be recognized at the Administrative Staff Spring Reception in May. Dr. Whitmire thanked Dr. Ribeau for his financial support of the project.

Carmen Castro Rivera and the Student Scholarship Committee have been working vigorously to generate additional scholarship funds through the sale of raffle tickets. To date, over $1600, matched by the Alumni Association to generate $3200, have been raised from the raffle.

The collaborative work of Administrative Staff Council, Classified Staff Council, the Admissions Office, and Human Resources has resulted in the enrollment of 11 employees in Computer Science and Interpersonal Communication courses on Saturday mornings next fall.

At Dr. Ribeau's request, Vice President Whipple has formed a follow-up team to Dr. Tom Connellan's customer service presentation last. The team is called the Students First Imaginaction Team. Its goals are to identify, develop, and implement action-oriented items that promote the "Students First" priority at BGSU and to place the student at the heart of the learning community by emphasizing the advancement of service quality from a university-wide perspective. In addition to Dr. Whitmire, members of the team include Patty Ankney representing administrative staff, Cindy Koontz representing classified staff, Lee Meserve representing faculty, Lynn Holland for graduate students, Sue McMahon for undergraduate students, and the new Monitor editor in an ex officio capacity. It is through collaborative efforts of individuals and teams on campus that the vision of the university will be achieved.
Faculty Representative - Veronica Gold

Dr. Gold extended appreciation to the Trustees for their service and commitment to the University and for the major role they play in making technical and human resources possible that allow for such things as Power Point presentations in class, e-mail communication with students, and training programs for new faculty. She then highlighted past and future Senate business. The Senate Executive Committee regretfully accepted the resignation of Robert Holmes for health reasons and appointed Judy Adams to complete his term as Faculty Senate representative to the Board of Trustees. A debate on diversity for faculty and staff was co-sponsored with the Office of Diversity Initiatives on March 17. Faculty Senate also has approved a charter amendment on contract renewal for new probationary faculty and editorial changes to the Policy on Family and Medical Leave.

Future business includes a recommendation to expand the President's Panel to include the vice-chairs of Administrative and Classified Staff Councils, a charter revision to refine the role of college councils in the evaluation of deans, and a recommendation to change the process used for development of faculty salary recommendations to include more dialogue with the central administration, and perhaps the Board, prior to the time faculty salary recommendations are made. Finally, Faculty Senate is collaborating with Dr. Steve Richardson on revisions to policies that impact the retention of students. Some of this work started with the Constituent Groups Caucus, because it felt that some of the policies on student suspension were unsound and mean spirited. The Caucus developed a policy revision that is making its way through appropriate channels.

Undergraduate Student Representative - Tara Gore

Ms. Gore announced that USG elections took place a couple of weeks ago, and Kevin Hussey and Mary Ann Russell were elected President and Vice President, respectively. The USG Community Affairs Committee is addressing the Issue 2 matter by organizing student leaders to talk to different student groups and inform them what they can do to help. USG hopes to pass a bill at its meeting tonight that is similar to the Trustee resolution supporting Issue 2. Ms Gore commented on the Student Budget Committee and the great job the students are doing. The process involves a total student effort to fund all student organizations and is not an easy one, but is a very important one. She concluded her report by saying that she had just spent the weekend dancing for the Children's Miracle Network on behalf of student government. About 160 students participated in the dance marathon and over $153,000 was raised. She complimented all the students for their hard work, not only through dancing but also in preparation of the event. It is one of the most wonderful things that the BGSU community comes together to do.

EXECUTIVE SESSION

Chair Latta announced that in keeping with the provisions of the state's "sunshine law" and Amended Section 121.22 of the Ohio Revised Code, he proposed that members meet in an executive session for the purpose of conferring with an attorney concerning disputes and pending court action. He requested that members meet in executive session in the Bettcher Room with the session expected to last approximately 30 minutes; the regular meeting to be reconvened at that time to take action if necessary and for the purposes of adjournment.

No. 38-98

Mr. Medlin moved and Mr. Bryan seconded that members of the Board of Trustees meet in an executive session to confer with an attorney concerning disputes and pending court action.

The Board Secretary conducted a roll call vote with the following results: Voting "yes"--Mr. Bibb, Mr. Bryan, Mr. Latta, Mr. Marsh, Mr. Medlin, Mr. Stroh. The motion was approved with six affirmative votes.

The regular meeting recessed at 2:52 p.m., and members moved to the Bettcher Room for executive session.

Chair Latta reconvened the regular meeting at 3:32 p.m. and announced that members had met in executive session for 40 minutes for the purpose of conferring with an attorney concerning disputes and pending court action. No formal action was taken.

ADJOURNMENT

The meeting was adjourned at 3:34 p.m.