

MINUTES OF THE MEETING
OF THE
MICHIGAN STATE UNIVERSITY
BOARD OF TRUSTEES

September 11, 2020

President Stanley called the meeting of the Board of Trustees to order at 8:00 a.m.

Trustees present: Dianne Byrum, Joel Ferguson, Melanie Foster, Dan Kelly, Renee Knake Jefferson, Brian Mosallam, Brianna Scott, and Kelly Tebay.

University officers present: President Stanley, Provost and Executive Vice President Woodruff; Executive Vice Presidents Beauchamp and Woo; Senior Vice President Gore; Vice President and General Counsel Quinn; Vice Presidents Bales, Guerrant, Haas, Heil, Maybank, Swain and Wilbur and Interim Vice President Gage. Faculty liaisons present: Stephanie Anthony, Richard Fulton, Jennifer Johnson, Andrea Kepsel, and Anna Pegler-Gordon. Student liaisons present: Meagan Abel, Abii-Tah Bih, and Javier Wilson.

All actions taken were by unanimous vote of the Trustees present, unless otherwise noted.

1. On a motion by Trustee Foster, supported by Trustee Byrum, the **BOARD VOTED to approve** the agenda.
2. On a motion by Trustee Kelly, supported by Trustee Foster, the **BOARD VOTED to approve** the minutes of the June 26, 2020 Board of Trustees meeting.
3. Public Participation
 - a. Nate VandenTop – Tuition Relief
 - b. Stephen P. Nisbet – Change of Name (1407 S. Harrison Rd.)
4. President's Report

President Stanley provided the following report to the Board:

Good morning everyone. I want to begin my report with the start of the academic year. Fall semester is fully underway and it is different from past years, without fall sports or in-person student events on campus and with primarily remote teaching and learning. It has been great to welcome groups of students, even if in virtual settings this semester. I was pleased to participate in our virtual convocation to welcome new students as I start my own second year as MSU's president. I want to thank all faculty and staff who worked so hard to prepare for the start of the year.

I want to talk now about our preliminary enrollment numbers. Our final and official numbers will be available later this month, so it is just a preview today. Total MSU enrollment is just under 50,000, or 49,875, which after its official integration into MSU last month now includes the College of Law, which added about 750. Undergraduate enrollment is projected at 38,675, which appears to be about a one percent reduction from last year. Of the entering class, including transfers and summer admits, 80 percent are Michigan residents. International students total 470, or 5.6 percent of the entering class, and is down about two percentage points from last year and that is likely due to concerns about COVID-19. Graduate/graduate-professional enrollment is about 11,200 total, down less than two percent, or 200 students, from last year and it is close to their five-year average enrollment. We could be looking once again at MSU's most diverse student body with students of color projected to be 25 percent of our U.S. student total, up a percentage point over last year's numbers.

While our enrollment is good news, I am very concerned about the significant increase in COVID-19 cases we are seeing this week. More than 250 cases have been reported since August 30, primarily from gatherings off campus and mainly involving students who reside off campus, the majority are those living in group houses, particularly fraternities and sororities. We are not seeing as much on campus or spread among staff or faculty, and research has been taking place in a safe manner on campus most of the summer, as have our few in-person classes.

We will continue to be vigilant in addressing early detection, spread and communicating public health guidance and expectations. I want to emphasize that our community compact remains in force, including consequences for violations, and we are processing interim suspensions from MSU for individuals who have repeatedly violated the community compact. We are continuing our partnership and collaboration with the city of East Lansing and the Ingham County Health Department in addressing off-campus behavior and public health enforcement. Finally, I want to remind everyone that what happens right now will play a significant role in our decision about the spring semester.

Among the many important things MSU has done since we last met was providing on September 1 our response to the U.S. Department of Education's Office for Civil Rights Resolution Agreement. We broadly shared our OCR response and relevant documents can be found on our website. We noted the dozens of changes the university has made to improve our response to violations of Title IX and acknowledged that we have more to do. We addressed past policies and clarified mandatory reporting protocols for all MSU faculty and staff as part of the updated RVSM and Title IX policy.

In addition, we included several detailed scorecards on our website, which list the requirements and actions we have taken. We hired a new associate vice president of the Office for Civil Rights and Title IX Education and Compliance. We underwent a semiannual review of our Title IX grievance process by outside firm, and we

reorganized and increased the scope of the Office of Audit, Risk and Compliance to help us assess and track our progress.

We completed finalist interviews for the Chief Diversity Officer position this week. Each of the four finalists interacted with leaders, faculty, staff and students. Each hosted an open Zoom forum, shared their vision for the position, followed by Q&A. I expect a decision soon and know you will join me in welcoming this key leader to MSU.

I now want to talk about some additional personnel news. I would like to officially welcome our new provost, Dr. Teresa Woodruff. It has been a very busy first month for her, as you can imagine, but I have been impressed with her energy and vision for MSU. I know she will be a tireless contributor to the mission of the university and an inspiring colleague to all of us.

Some bittersweet news now, Vice President and Associate Provost for Student Affairs and Services Denise Maybank has accepted the position of Interim Vice Chancellor for Student Affairs and Enrollment Management at the City University of New York. CUNY is the nation's largest urban university, with 25 campuses and half a million students. An alumna of CUNY's Brooklyn College, Dr. Maybank will lead its Office of Student Affairs and Enrollment. She joined MSU in 2005, became the first female vice president for student affairs and services in 2013. She has accomplished a tremendous amount in her time here, which I shared in a letter to campus earlier this week. I know the Board joins me in wishing Dr. Maybank well and thanking her for her years of dedicated service to MSU and its students. She will be missed.

Effective Sept. 28, Student Affairs and Services units will report to Vice President Vennie Gore, who heads Residential and Hospitality Services and Auxiliary Enterprises. Provost Woodruff and Vice President Gore will examine the best long-term structure for student affairs at MSU. They will engage students, faculty and staff in that process.

In more personnel news, today I am asking the Board to approve the appointment of Melissa Woo to Executive Vice President for Administration, with the resignation of Satish Udpa from the position last year. She has spent the last year learning about how the university works and assessing its strengths and challenges. Dr. Woo has proven herself a strong administrator of large, complex units, leads with integrity and is a strong collaborator.

This is part of changes we are making to promote greater efficiency and effectiveness to support our academic mission. With the financial challenges brought on by the pandemic and overall challenges in higher education, we needed a new way to think about our financial and administrative structure.

I am also recommending to the Board the creation of a new position, Senior Vice President and Chief Financial Officer. There will be national search. The CFO will evaluate our historical budget model and develop a long-range financial plan. Successful institutions are always growing and evolving. I believe these changes will position us to become more efficient and reach our full potential.

Two entities recently put MSU among the country's best for affordability, graduation rate and alumni career earnings. Money's "Best Colleges" ranks MSU in the top seven percent in the nation. For educational quality, affordability and alumni success, MSU is number 35, surpassing eight Big Ten universities and two Ivy League colleges.

Money says MSU's graduation rate of 81 percent is eight percent higher than expected for students with similar test scores and economic backgrounds. Washington Monthly's "2020 College Guide" ranks MSU number 11 in the Midwest in "Bang for the Buck." Schools are ranked according to how well they serve non-wealthy students. MSU meets the financial aid need for more than 70 percent who apply. Nearly three-quarters who need financial aid receive it and the average merit grant is just shy of \$10,000. These are things we can be very proud of.

I want to conclude my President's Report today by acknowledging the Nisbet family. I know this current situation is not easy for them. When it was brought to my attention recently that one of our campus buildings was named for an individual who had possible connections to the Ku Klux Klan, I knew we needed to take action. I brought this concern to the university-wide Naming Committee and asked for a recommendation. It concluded there was credible evidence former Trustee Stephen Nisbet was a member of the KKK and they recommended removing his name from the Nisbet Building. I concurred, and we announced our intentions.

I recognize the unfortunate impact on the family, but our decision is not about Mr. Nisbet's family or even his contributions to educational, public or corporate life in Michigan. Instead, it is about acknowledging that the KKK has been engaged in extreme racism and horrific violence toward Black Americans from the end of the Civil War until today, and we cannot condone a link to the KKK on our campus in the form of this building's name. The specific action will be addressed in our agenda today.

That concludes my remarks.

5. Gift, Grant and Contract

Interim Vice President Gage presented the Gifts, Grants, and Contracts Report for the period of May 21, 2020 through August 13, 2020. The report is a compilation of 678 Gifts, Grants and Contracts plus 38 consignment/Non-Cash Gifts, with a total value of \$182,510,542.

Trustee Foster **moved to approve** the recommendation, with support from Trustee Mosallam.

THE BOARD VOTED to approve the recommendation.

6. Research Presentation

Interim Vice President Gage introduced Kathleen Fitzpatrick, College Arts and Letters, who gave the Board a presentation entitled “Generous Thinking: Universities, the Commons, and the Public Good.” (Appendix A)

7. Personnel Actions

Provost Woodruff presented the following personnel actions:

Smith, Emilie, AY – Professor, Department of Human Development and Family Studies, with Tenure, effective September 12, 2020.

Woo, Melissa, AN, Senior Vice President and Chief Information Officer for an additional appointment into the position of Executive Vice President for Administration and a change in salary, effective September 11, 2020.

The following action includes a tenure recommendation, recommended by the Department Chairperson, the Dean, and the Provost in accordance with the tenure rules. The promotion includes the award of tenure and is recommended to be effective October 1, 2020.

Purcell, Erin, promotion to Associate Professor with tenure, Department of Electrical and Computer Engineering.

It is recommended that the title of Vice President for Auxiliary Enterprises be changed to Senior Vice President for Residential and Hospitality Services and Auxiliary Enterprises, and that all applicable policy documents be revised to reflect the change in title, effective September 11, 2020.

Gore, Venceslaus, AN, Vice President for Auxiliary Enterprises for a promotion to Senior Vice President for Residential and Hospitality Services and Auxiliary Enterprises, effective September 11, 2020.

The creation of an executive management position of Senior Vice President and Chief Financial Officer, effective September 11, 2020.

Trustee Byrum **moved to approve** the recommendations, with support from Trustee Foster.

THE BOARD VOTED to approve the recommendations.

8. Committee on Budget and Finance

Trustee Foster presented the Trustee Budget and Finance Committee Report and the following recommendations and resolutions.

A. Fund Functioning as an Endowment—RCS Enrichment Fund

It was recommended the Board of Trustees establish a fund functioning as an endowment to provide support for the Department of Romance and Classical Studies in the College of Arts and Letters.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby establishes a fund functioning as an endowment entitled “RCS Enrichment Fund.”

Trustee Foster **moved to approve** the recommendation, with support from Trustee Kelly.

THE BOARD VOTED to approve the recommendation.

B. Fund Functioning as an Endowment—Jamie Daniels Memorial Scholarship

It was recommended that the Board of Trustees establish a fund functioning as an endowment to provide support for scholarships to support MSU students in recovery from a substance abuse disorder.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby establishes a fund functioning as an endowment entitled “Jamie Daniels Memorial Scholarship.”

Trustee Foster **moved to approve** the recommendation, with support from Trustee Byrum.

C. Stem Teaching and Learning Facility Construction and Completion Assurance Agreement

It was recommended that the Board of Trustees approve a Construction and Completion Assurance Agreement, a Conveyance of Property, a Lease and an Easement Agreement, if necessary, for the MSU STEM Teaching and Learning Facility. (Appendix B)

Trustee Foster **moved to approve** the recommendation, with support from Trustee Mosallam.

THE BOARD VOTED to approve the recommendation.

D. Issuance and Delivery of General Revenue Refunding Bonds

It was recommended that the Board of Trustees authorize the issuance and delivery of general revenue refunding bonds. (Appendix C)

Trustee Foster **moved to approve** the recommendation, with support from Trustee Mosallam.

THE BOARD VOTED to approve the recommendation.

9. Academic Affairs

Trustee Byrum presented the Trustee Academic Affairs Committee Report and the following recommendations and resolutions.

A. Amendments to Bylaws for Academic Governance

It was recommended that the Board of Trustees approves the recommended amendments to the Bylaws for Academic Governance.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves the amendments to the Bylaws for Academic Governance. (Appendix D)

Trustee Byrum **moved to approve** the recommendation, with support from Trustee Scott.

THE BOARD VOTED to approve the recommendation.

B. Change of Name—1407 S. Harrison Rd. (Nisbet Building)

It was recommended that the Board of Trustees approves changing the name of the Nisbet Building to 1407 S. Harrison.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves changing the name of the Nisbet Building to 1407 S. Harrison.

Trustee Byrum **moved to approve** the recommendation, with support from Trustee Kelly.

Trustee Byrum acknowledged the public comment from Mr. Nisbet and noted that the Naming Committee makes a recommendation to the

President. The recommendation is then presented to the Board of Trustees for action.

Trustee Kelly said that he agrees with the process, but it is unfortunate given the comments from the family members. He stated that he is satisfied that the appropriate steps and research were taken.

Trustee Foster said that Mr. Nisbet supported the appointment of Dr. Clifton Wharton, the first African American president of MSU. Dr. Wharton did not receive unanimous support from the Board, but Mr. Nisbet did support his appointment.

THE BOARD VOTED to approve the recommendation.

C. Deaccession of MSU Museum items

It was recommended that the Trustee Committee on Academic Affairs recommends that the Board of Trustees approve the deaccession of MSU Museum Items D2017.1-294, D2018.1-148, and D2019.1-64.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves the deaccession of MSU Museum Items D2017.1-294, D2018.1-148, and D2019.1-64. (Appendix E)

Trustee Byrum **moved to approve** the recommendation, with support from Trustee Tebay.

THE BOARD VOTED to approve the recommendation.

10. Audit, Risk and Compliance Committee

Trustee Kelly presented the Trustee Audit, Risk and Compliance Committee Report and the following recommendations and resolutions.

A. Approval of Contract Terms

It was recommended that the Board of Trustees approve a contract between Michigan State University and *3DFoundri, Inc.*, a company in which MSU faculty members Dr. Patrick Kwon and Dr. Haseung Chung hold a financial interest.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an option agreement with *3DFoundri, Inc.* consistent with earlier public notice given at a Board meeting and with an "Option Agreement Term Sheet" presented to the Board. (Appendix F)

It was recommended that the Board of Trustees approve a contract between Michigan State University and *FibrosIX Inc.*, a company in which MSU faculty member Dr. Richard R. Neubig holds a financial interest.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *FibrosIX Inc.* consistent with earlier public notice given at a Board meeting and with a “Service Agreement Term Sheet” presented to the Board. (Appendix G)

It was recommended that Board of Trustees approve a contract between Michigan State University and *Lansing Biosciences LLC*, a company in which MSU faculty members Dr. Brett Etchebarne and Dr. Mary Hughes hold a financial interest.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a license agreement with *Lansing Biosciences LLC*, consistent with earlier public notice given at a Board meeting and with a “License Agreement Term Sheet” presented to the Board. (Appendix H)

It was recommended that the Board of Trustees approve a contract between Michigan State University and *National Pesticide Safety Education Center*, a company in which MSU employee Tom Smith holds an interest.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *National Pesticide Safety Education Center* consistent with earlier public notice given at a Board meeting and with a “Service Agreement Term Sheet” presented to the Board. (Appendix I)

It was recommended that that the Board of Trustees approve a contract between Michigan State University and *Scion Plasma LLC*, a company in which MSU faculty member Dr. Qi Hua Fan holds a financial interest.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a license agreement with *Scion Plasma LLC* consistent with earlier public notice given at a Board meeting and with a “License Agreement Term Sheet” presented to the Board. (Appendix J)

It was recommended that the Board of Trustees approve a contract between Michigan State University and *XG Sciences, Inc.*, a company in which MSU faculty member, Dr. Lawrence Drzal, holds a financial interest.

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an amendment to an amended and restated license agreement with *XG Sciences, Inc.* consistent with earlier public notice given

at a Board meeting and with an “Amended License Agreement Term Sheet” presented to the Board. (Appendix K)

Trustee Kelly **moved to approve** the recommendation, with support from Trustee Byrum.

THE BOARD VOTED to approve the recommendation.

B. Notice of Intent to Negotiate Contracts

Pursuant to State law, the Chair of the Trustee Committee on Audit, Risk and Compliance gave public notice of the University’s intent to negotiate contracts with *EXOForce Robotics Inc.*, a Delaware corporation. Dr. Christopher Contag, Hannah Distinguished Professor of Biomedical Engineering and Microbiology & Molecular Genetics and Chair of the Department of Biomedical Engineering, Dr. Anna Moore, Director of Precision Health Program and Assistant Dean in the College of Human Medicine, and members of their families, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

Pursuant to State law, the Chair of the Trustee Committee on Audit, Risk and Compliance gave public notice of the University’s intent to negotiate contracts with *ZyX Sense Inc.*, a Michigan corporation. Dr. Premjeet Chahal, an Associate Professor in the College of Engineering, and members of his family, have, or have options to buy, an interest in the company or are officers or paid employees of the company. Deepak Kumar, Saikat Mondal, and Eric Tarkleson, PhD Students and Graduate Research Assistants in the College of Engineering, and members of their families, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

Pursuant to State law, the Chair of the Trustee Committee on Audit, Risk and Compliance gave public notice of the University’s intent to negotiate contracts with *ZyX Technologies LLC*, a Michigan limited liability company. Dr. Premjeet Chahal, an Associate Professor in the College of Engineering, and members of his family, have, or have options to buy, an interest in the company or are officers or paid employees of the company. Deepak Kumar, and Saikat Mondal, PhD Students and Graduate Research Assistants in the College of Engineering, and members of their families, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

11. Student Life and Culture Committee

Trustee Scott presented the Trustee Student Life and Culture Committee Report.

The Committee on Student Life and Culture reviewed a Juneteenth presentation from Drs. Wanda Lipscomb and Ruben Martinez, Special Advisors to the President for Diversity, and discussed the CDO search and the Counseling and Mental Health Services Fund.

Provost Woodruff will now present the Launch of the Academic Year.

Provost Woodruff introduced a video presentation of the Launch of the Academic Year.

12. Chairperson's Report and Trustee Comments

Chairperson Byrum welcomed MSU students, faculty, and staff to the Fall semester. She thanked Vice President Maybank for her service to MSU and wished her good luck at New York City College.

Chairperson Byrum also welcomed Provost Woodruff to MSU and to her first board meeting. She congratulated Provost Woodruff for receiving the Endocrine Society 2021 Moriarte award. Chairperson Byrum welcomed Dr. Quinetta Roberson as the next Hannah Distinguished Professor. She acknowledged and thanked MSU faculty for their continued excellence. Chairperson Byrum recognized two distinguished faculty; Kim Vos, Professor and Director of the School of Journalism, who became President of the Association for Education in Journalism and Mass Communication, and Dr. Mona Hanna-Attisha, CS Mott Associate Professor, who was named one of *USA Today's* Women of the Century in commemoration of the 19th Amendment. She also encouraged MSU students to be politically engaged and to plan to vote in the November general election.

Vice Chairperson Kelly welcomed Provost Woodruff and gave his best wishes to Vice President Maybank.

Trustee Ferguson welcomed Provost Woodruff. He wished Denise Maybank good luck in her future endeavors and thanked her for her service to MSU.

Trustee Foster thanked President Stanley for his service over the past year, including serving as the Executive Vice President of Administration. She congratulated Melissa Woo on being appointed Executive Vice President of Administration. Trustee Foster welcomed Provost Woodruff to MSU. She thanked Paulette Granberry Russell for her 22 years of service as the Director of the Office of Inclusion and Intercultural Initiatives. She noted that Ms. Russell functioned as MSU's Chief Diversity Officer and worked tirelessly in that position to advance diversity, equity and inclusion across campus and beyond. Trustee Foster thanked Terry Curry for his service noting that he is now serving as a consultant to the Office of the Provost. She stated that he had a career spanning 44 years at MSU and is leaving the office as the Associate Provost and Associate Vice President for Academic Human Resources.

She noted that besides the advice and counsel that he has provided to deans, chairpersons and administrators, he has been an important resource for faculty, academic staff, executives and academic governance. She stated that it has been a pleasure to work with him.

Trustee Knake Jefferson thanked President Stanley and welcomed Provost Woodruff. She thanked MSU faculty for their continued excellence and welcomed students to the Fall semester. Trustee Knake Jefferson encouraged students to give feedback to faculty and staff regarding the new Covid-19 protocols.

Trustee Mosallam echoed his fellow trustees and encouraged students to vote. He welcomed Provost Woodruff to MSU. Trustee Mosallam also stated that he fully supports the release of the privilege documents.

Trustee Scott thanked President Stanley for his consistent and well-informed leadership. She recognized the MSU faculty and students for their continued perseverance. Trustee Scott wished Vice President Maybank well and thanked her for her dedication and the impact she has had at MSU. She noted her excitement regarding the new student mentorship program. Trustee Scott welcomed Provost Woodruff to MSU. She encouraged everyone to wear a mask.

Trustee Tebay echoed Trustee Scott's excitement regarding the new student mentorship program, which had been previously implemented at the James Madison College. She thanked Vice President Maybank for her service to MSU. Trustee Tebay also extended her gratitude to Dr. Beauchamp for his guidance through the global pandemic and thanked faculty, students, and staff for their cooperation during this difficult time.

13. Request to Adjourn

On a motion by Trustee Ferguson, supported by Trustee Foster, **THE BOARD VOTED to adjourn** at 9:20 a.m.

Respectfully submitted,



Nakia Barr
Secretary of the Board of Trustees

Generous Thinking: Universities, the Commons, and the Public Good

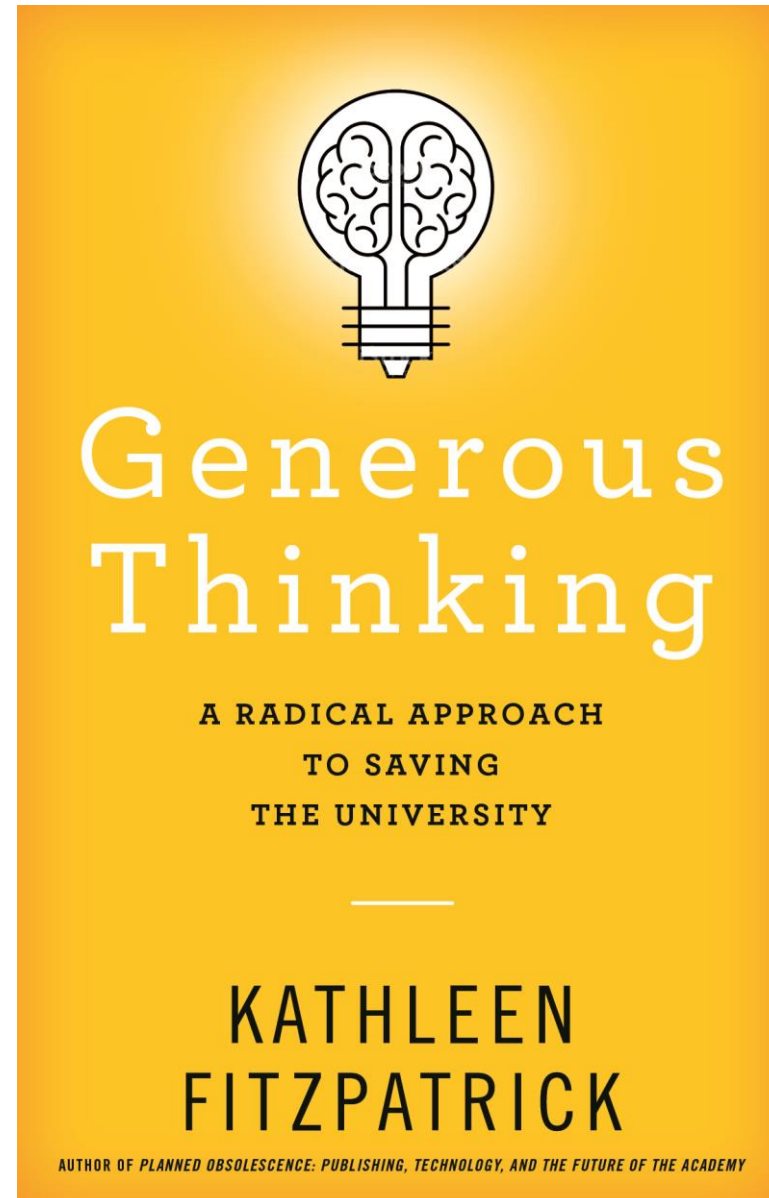
Kathleen Fitzpatrick // kfitz@msu.edu // [@kfitz](https://twitter.com/kfitz)

Director of Digital Humanities and Professor of English

11 September 2020

Public Good — Private Responsibility

Re-engaging the Public



Scholarly Communication

Open Access

- Benefits for research
- Benefits for institutions

Academy-Owned Infrastructure

Humanities Commons

hcommons.org

The screenshot shows the homepage of Humanities Commons. At the top left is the logo with 'HC' in a circle and 'HUMANITIES COMMONS' next to it. To the right is a search bar and 'Register' and 'Log In' buttons. A left sidebar contains navigation links: News Feed, Members, Groups, Sites, CORE Repository, Help & Support, HC Organizations, About, Roadmap, and Team Blog. The main content area features a large 'HUMANITIES COMMONS' logo and a welcome message: 'Welcome to Humanities Commons, the network for people working in the humanities. Discover the latest open-access scholarship and teaching materials, make interdisciplinary connections, build a WordPress Web site, and increase the impact of your work by sharing it in the repository. Brought to you by the MLA.' Below this is a section titled 'Using the Commons for Canceled or Virtual Events' with an image of colorful beads and a link to a post. On the right, a vertical list of buttons offers actions: 'Update your profile', 'Join a group', 'Create a site', 'Share & preserve your work', 'Discover OA scholarship', 'See what's new', and 'Get help'. Further right are three sections: 'Here to Share Your Work?' with a 'Go to CORE' button, 'HC User Spotlight' with an image of durians and a link to a team blog, and 'Will you donate?' with an image of a seal.

MSU Commons

commons.msu.edu



Kathleen Fitzpatrick

- CORE Repository
- Members
- Groups
- Sites
- Activity
- HC Organizations
- About
- Help & Support



Welcome to MSU Commons, an open access platform for connecting with other scholars, sharing your work, and developing your online presence and network.

On MSU Commons you can:

- Deposit copies of your research, publications, presentations, teaching material, and other scholarly and educational work in the repository, allowing easy sharing with colleagues and the public.
- Join discussion groups and collaborate in your areas of interest.
- Create your own WordPress site to host your portfolio or publish a blog.
- Find other members, publications, and networks related to your work.

MSU Commons can facilitate the connections that will help your work thrive.

What Would You Like to Do?

- Update your profile
- Share your work
- Search the repository
- Join a group
- Create a site
- Get help

Getting Started



Not sure how to get started with MSU Commons? Check out [Getting Started with MSU Commons](#) for guides to setting up your profile, joining groups, making CORE deposits, and

For Instructors



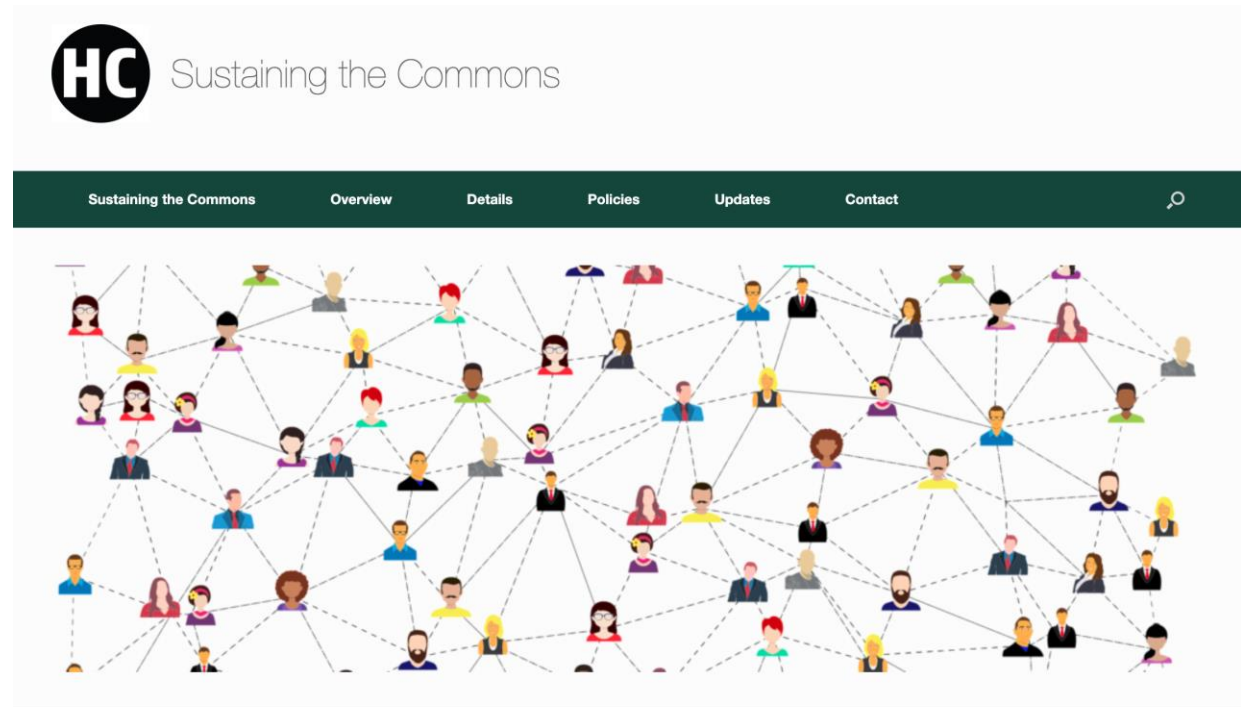
Looking for ways to use MSU Commons in your teaching? Check out our [guide for instructors!](#)

For Researchers



Searching for research materials, discussions, or potential collaborators? See our guide to [MSU Commons use for researchers!](#)


Governance



The screenshot shows the top of the Humanities Commons website. At the top left is the logo "HC" in a black circle, followed by the text "Sustaining the Commons". Below this is a dark green navigation bar with white text for "Sustaining the Commons", "Overview", "Details", "Policies", "Updates", and "Contact", along with a search icon on the right. The main content area features a large, colorful network diagram of stylized human icons connected by dashed lines, representing a community or network.


Humanities Commons Is Moving... and Growing

Humanities Commons — now three years old and serving more than 20,000 users around the world — has become a key piece of online scholarly infrastructure. In order to ensure that the Commons becomes and remains sustainable, we have established some strategic plans for the network's technical, financial, and governance future. Read our brief [overview](#) and visit the areas below for a deeper dive.


Technical


How will the Commons be hosted and supported in the future? How will an expanded Commons be structured?

[Read more >](#)


Financial

How will the Commons establish fiscal sustainability? Are there opportunities for the community to contribute?

[Read more >](#)


Governance

Who will guide the future of the Commons? How can I get involved?

[Read more >](#)

THE
ANDREW W.

MELLON
FOUNDATION

Modern
Language
Association

MLA



NATIONAL
ENDOWMENT
FOR THE
HUMANITIES

Sustainability

Thank you.

Kathleen Fitzpatrick // kfitz@msu.edu // [@kfitz](https://twitter.com/kfitz)

Director of Digital Humanities and Professor of English

11 September 2020

Michigan State University
STEM Teaching and Learning Facility

CONSTRUCTION AND COMPLETION
ASSURANCE AGREEMENT

Among

BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY

STATE OF MICHIGAN,

and

STATE BUILDING AUTHORITY
STATE OF MICHIGAN

Dated as of , 2020

TABLE OF CONTENTS

	<u>PAGE</u>
Definitions.....	1
Recitals.....	4
SECTION 1 Financing of Construction.....	5
SECTION 2 Grant of License and Designation of State to Construct on Behalf of the Authority.....	6
SECTION 3 Revisions to Plans.....	7
SECTION 4 Payment of Design and Construction Costs.....	8
SECTION 5 Requirements for Construction Contracts.....	9
SECTION 6 Additional Construction Commencement Requirements.....	10
SECTION 7 Assignment of Contract and Architect Agreement.....	11
SECTION 8 Completion Account.....	13
SECTION 9 Insurance.....	15
SECTION 10 Inspecting Architect or Engineer.....	17
SECTION 11 Conveyance of Site to Authority.....	17
SECTION 12 Personal Property Components of the Facility.....	18
SECTION 13 Agreement to Lease.....	18
SECTION 14 Destruction of Facility.....	18
SECTION 15 Tax Covenant.....	20
SECTION 16 Assignment of Rights.....	20
SECTION 17 Indemnification.....	20
SECTION 18 Termination.....	21

EXHIBIT A Form of Lease

EXHIBIT B Legal Description of Site

EXHIBIT C Requisition Certificate

EXHIBIT D Inspecting Architect's Certificate

CONSTRUCTION AND COMPLETION ASSURANCE AGREEMENT

This CONSTRUCTION AND COMPLETION ASSURANCE AGREEMENT is made among the State of Michigan, the Board of Trustees of Michigan State University, a Michigan constitutional body corporate, and the State Building Authority and is effective as of _____, 2020.

DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings unless the context or use indicates a different meaning.

“Acquisition Account” means the Acquisition Account established by the Trust Indenture.

“Act” means Act No. 183, Public Acts of Michigan, 1964, as amended, MCL 830.411 to 830.425.

“Agent” means State Street Bank and Trust Company, as agent, or any successor agent for the Bank, or if there shall be no Agent, then Agent shall mean the Bank.

“Agreement” means this Construction and Completion Assurance Agreement among the Authority, the State, and the Educational Institution relating to the construction of the Facility.

“Architect” means Integrated Design Solutions, LLC, 1441 West Long Lake, Suite 200, Troy, MI 48098.

“Architect Agreement” means the Educational Institution's agreement with the Architect regarding the construction of the Facility.

“Authority” means the State Building Authority created under the Act or any body succeeding to its rights and duties.

“Authority Debt” means the Notes and/or Bonds issued to provide funds for the Authority's Facility Cost.

“Authority's Facility Cost” means the share of the Total Facility Cost to be paid by the Authority out of the proceeds of Authority Debt.

“Bank” means the bank or banks which issue the Letter of Credit or any other credit facility providing notes, initially State Street Bank and Trust Company, a Massachusetts trust company and U.S. Bank National Association, a national banking association, and its or their successors or assigns.

“Board” means the State Administrative Board of the State.

“Bonds” means any bonds or other obligations issued by the Authority under the Resolution, which are secured in whole or in part by the Rental.

“Certificate of Tenantability” or “Certificate of Partial Tenantability” means the certificate of the Architect that the Facility or a portion thereof is available for tenantability given consistent with Section 18.

“Code” means the Internal Revenue Code of 1986, as amended.

“Completion Account” means the separate subaccount or account established within the Acquisition Account for the Facility.

“Construction Company” means Granger Construction Company, 6267 Aurelius Road, Lansing, MI 48911.

“Contract” means the construction contract entered into by the Educational Institution for construction of the Facility.

“Contract Completion Date” means February 1, 2021 the date construction on the Facility is to be completed.

“Draw Down Schedule” means the estimated monthly cash flow schedule of the payment of the Authority's Facility Cost.

“Educational Institution” means the Board of Trustees of Michigan State University, created and maintained pursuant to Sections 4 and 5 of Article 8 of the Michigan Constitution of 1963, or any body or entity succeeding to its rights and duties.

“Facility” means the Site, all real property interests appurtenant thereto and all buildings, structures, and improvements now or hereafter constructed thereon and all fixtures or personal property, now or hereafter located thereon or therein, all as described in the attached Exhibit B, but shall not include the State's or the Educational Institution's own equipment or other personal property to be installed or used thereon or in connection therewith.

“Inspecting Architect or Engineer” means an architect or engineer licensed and in good standing in the State of Michigan, who acts as the Authority's agent in reviewing the progress of construction of the Facility and making certifications in connection with Requisition Certificates and performing the other tasks and duties considered appropriate by the Authority. A form of the Inspecting Architect or Engineer's certificate is attached to this Agreement as Exhibit D.

“Lease” means the lease agreement among the Authority, the State, and the Educational Institution, as amended or supplemented, a form of which is attached to this Agreement as Exhibit A.

“Legislature Approval” means an appropriations act of the Legislature approving (i) the conveyance of the Site to the Authority, and (ii) the form of Lease pursuant to which the Educational Institution and the State will lease the Site and the Facility from the Authority.

“Letter of Credit” means the Letter of Credit issued by the Bank pursuant to the Reimbursement Agreement.

“Notes” means the obligations issued by the Authority under the Trust Indenture or any subsequent trust indenture providing funds, among other purposes, to pay the Authority's Facility Cost.

“Plans” means the plans and specifications for the construction of the Facility prepared by the Architect, filed by the Educational Institution with the Authority, and approved by the Authority in accordance with this Agreement.

“Reimbursement Agreement” means the Reimbursement Agreement, between the Authority and the Bank relating to the Letter of Credit, as amended or supplemented, or any other reimbursement agreement entered into by the Authority in connection with the issuance of Notes.

“Requisition Certificate” means the certificate signed by an authorized official of the State or Educational Institution authorizing the Authority and the Trustee to make payments to the extent available from the Acquisition Account to pay the Authority's Facility Cost subject to this Agreement and the Trust Indenture. A form of the Requisition Certificate is attached to this Agreement as Exhibit C.

“Resolution” means the resolution(s) adopted by the Board of Trustees of the Authority authorizing the issuance and sale of the Bonds. The term also includes any master indenture, indenture, or supplemental indenture, as amended from time to time, entered into by the Authority in connection with the Bonds.

“Site” means the real property described in Exhibit B attached to this Agreement.

“State” means the State of Michigan.

“Total Facility Cost” means (a) the obligations of the State, the Educational Institution or the Authority incurred for labor and to contractors, builders and materialmen in connection with the Facility; (b) the cost of acquiring necessary land or rights in land and any costs incidental thereto, including costs of assuring title of the Facility to the Authority, and recording fees; (c) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the Construction Period which are not paid by the contractor or contractors or otherwise provided for; (d) the expenses of the State, the Educational Institution or the Authority for appraisals, surveys, estimates and supervising construction, as well as for the performance of all other duties required for the proper construction of the Facility; (e) all other fees and costs which the State, the Educational Institution or the Authority may incur or be required to pay for the acquisition, construction, installation and operation of the Facility; and (f) any sums required to reimburse the State, the Educational Institution and the Authority for advances made by any of them for any of the above items, or for any other costs incurred and for work done by any of them (including overhead charges) which are (i) properly chargeable to the Facility and (ii) authorized pursuant to the resolution adopted by the Authority on March 4, 1992, and the certificate of the Executive Director of the Authority dated June 25, 2018, authorizing the reimbursement of such advances or otherwise permitted under the Code.

“Trustee” means a bank having trust powers or a trust company currently designated as trustee for the Notes in the Trust Indenture. Upon issuance of the Bonds, all funds held by the Trustee related to the Project shall be transferred to the trustee for the Bonds and, thereafter, all references in this Agreement to the Trustee shall be to the trustee for the Bonds.

“Trust Indenture” means the Trust Indenture, between the Authority and the Trustee, as amended or supplemented, entered into in connection with the issuance of Notes.

RECITALS

A. The Educational Institution has determined that it is necessary and desirable to acquire, renovate, equip and/or construct the Facility on the Site, which is owned by the Educational Institution, to carry out governmental functions and to provide necessary services to the people of the State, as mandated or permitted by Constitution and law. Use of the Act to accomplish those purposes is the most

practical means to that end at the lowest cost to the State and the Educational Institution.

B. The State and the Educational Institution have requested that the Authority finance the acquisition, renovation, construction and/or equipping of the Facility on the Site and the Authority has agreed to issue the Notes, a portion of the proceeds of which will be used to acquire, renovate, equip, and/or construct the Facility in consideration of the Educational Institution and the State granting a license to the Authority to enter upon the Site and undertake the acquisition, renovation, equipping and construction, the Educational Institution's agreement to undertake, on behalf of the Authority, the oversight of the acquisition, renovation, equipping and construction, and the Educational Institution's agreement to convey, upon or prior to completion of the Facility, the Site and the Facility, to the Authority and to lease, together with the State, the Site and the Facility from the Authority at a true rental determined in accordance with the Act.

C. The Authority proposes to issue its Notes under the Trust Indenture, which shall establish the Acquisition Account and the procedures for disbursements from the Acquisition Account.

D. The Notes shall be secured by the Letter of Credit issued by the Bank pursuant to the Reimbursement Agreement.

E. The Legislature, the Board, the Authority, and the Educational Institution have each approved the conveyance of the Site to the Authority and the form of Lease; and the Board, the Authority and the Educational Institution have each approved a range of true rental based upon an appraisal letter. The execution and delivery of this Agreement has been approved by the Board, the Educational Institution, and the Authority.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the Educational Institution, the State, and the Authority agree as follows:

SECTION 1. Financing of Construction. The Authority shall acquire, renovate, equip, and/or construct the Facility in accordance with the Plans with the revisions as may be properly approved pursuant to Section 3 of this Agreement. The Educational Institution and the State represent that the acquisition, renovation, equipping and construction can be completed in accordance with the Plans at a Total Facility Cost of \$72,500,000. The Authority agrees to use its best efforts to issue the Notes, over time, in an aggregate amount sufficient to produce available proceeds designated for the Authority's Facility Cost of \$29,869,800. The Educational Institution represents that it has or will have available, including any

amounts which have been set forth in an appropriation act, an amount equal to the difference between the Authority's Facility Cost and the Total Facility Cost.

The amount of proceeds of the Notes to be issued on any date which will be used to pay the Authority's Facility Cost, shall be based upon the aggregate amount required and the times at which amounts are required as certified by the Educational Institution in the Draw Down Schedule. The Executive Director may rely on the accuracy of the Draw Down Schedule in determining the amount of Note proceeds to be allocated to the Authority's Facility Cost at any given time. The Educational Institution may revise the Draw Down Schedule by written notice to the Executive Director and the revised Draw Down Schedule shall be effective with respect to any Notes issued more than 10 days after the Executive Director's receipt thereof.

SECTION 2. Grant of License and Designation of Educational Institution to Construct on Behalf of the Authority. The State and the Educational Institution grant a license to the Authority to construct the Facility on the Site and agree that the Authority shall have such rights of ingress and egress on and across the Site as are necessary to construct and use the Facility in connection with its construction. Neither the State nor the Educational Institution shall revoke this grant while this Agreement is in effect.

The Educational Institution shall act on behalf of the Authority to oversee the acquisition, renovation, equipping and/or construction of the Facility. The Educational Institution shall undertake all responsibility for and, except as expressly set forth below with respect to payment, all liability in connection with bidding for and selecting contractors and managing and overseeing the construction process. The Educational Institution shall have the Facility acquired, renovated, equipped, and/or constructed in accordance with the Plans on or before the Contract Completion Date and within the Total Facility Cost.

The Authority's sole liability in connection with any contracts for construction entered into with respect to the Facility shall be payment for acquisition, renovation, design, equipping, and/or construction costs to the extent set forth in Section 4 of this Agreement and shall in no event exceed the Authority's Facility Cost. Construction contracts shall meet the requirements of Section 5 of this Agreement.

If the Educational Institution, prior to completing the Facility as provided in this Agreement, ceases work on the Facility and fails to resume the work within 10 days after written notice from the Authority or the Trustee to the State and the Educational Institution identifying the cessation of work (except where such cessation in work is caused by causes beyond the Educational Institution's reasonable control, including, but not limited to, labor disputes, fire, unusual delay

in transportation or unavoidable casualties) and requesting the work on the Facility be resumed, fails to complete the Facility in substantial accordance with the Plans, or makes changes in the Plans without first securing written approval when required by Section 3 of this Agreement, or if the Authority determines the Educational Institution is not using its best efforts to complete the Facility in accordance with the Plans on or before the Contract Completion Date and within the Total Facility Cost, then the Authority may revoke its designation of the Educational Institution to construct the Facility and may have the Facility completed substantially according to the Plans and may proceed in so doing with the Trustee or an assignee. In completing the Facility, the Authority shall have all necessary powers, including but not limited to the following:

(a) to use any available funds in the Acquisition Account in the manner called for by the Plans and to present draw requests to provide for the deposit of additional funds in the Acquisition Account for such purposes,

(b) to make changes and corrections in the Plans as shall be necessary or desirable to complete the Facility in the manner contemplated by the Plans, or as provided in Section 3 of this Agreement if the amount available for completion of the Facility is not sufficient to complete the construction and acquisition of the Facility in accordance with the Plans,

(c) to employ such contractors, subcontractors, agents, architects, and inspectors as shall be required for such purposes,

(d) to pay, settle or compromise all existing bills and claims which may be liens against the Site, or as may be necessary or desirable for the completion of the Facility, or for clearance of title,

(e) to execute all applications and certificates in the name of the State or the Educational Institution which may be required by this Agreement or any construction contract,

(f) to prosecute and defend in the name of the State or the Educational Institution all actions or proceedings in connection with the construction of the Facility and to take such action and require such performance and payment bonds and the builders' risk insurance specified in Section 5 of this Agreement, and

(g) to take any actions as the Authority considers necessary in the exercise of its sole discretion to complete the Facility in the manner contemplated by the Plans and this Agreement.

The foregoing rights and remedies shall be supplemental to, and shall not preclude, the exercise by the Authority or the Trustee of any rights or remedies otherwise provided by law.

SECTION 3. Revisions to Plans. The Educational Institution and the State may make any modifications of the Plans and modifications to the Facility, so long as the modifications in the Plans or to the Facility do not, in the written opinion of the Architect, materially alter the size, scope or function of the Facility, together with any previous modifications in the Plans or to the Facility, extend the completion date beyond the Contract Completion Date, cause the estimated cost of design and construction of the Facility to exceed the amount of the Total Facility Cost approved by this Agreement, materially affect the structural integrity and utility of the structures, impair the usefulness or character of the Facility, or violate the requirements of any licensing authority and do not, in the written opinion of an authorized officer of the State or the Educational Institution, decrease the rental value of the Facility. Any other modifications in the Plans or to the Facility shall not be made without the prior approval of the Authority, the Agent, and the contractors' sureties (if required by any surety bond).

No modifications to the Plans or the Facility shall be made unless (i) there shall be on deposit with the Authority adequate moneys available therefor, (ii) the Educational Institution shall have deposited in the Acquisition Account adequate moneys to pay any additional costs resulting therefrom, or (iii) if authorized by the Legislature, the Board, and the Authority, this Agreement shall have been amended to evidence the Authority's agreement to increase the Authority's Facility Cost to an amount which, together with moneys, if any, described in (i) and (ii), are adequate therefor. All revisions of the Plans, all change orders with respect thereto and the opinion of the Architect and the authorized officer of the State or the Educational Institution referred to above shall be filed with the Agent and the Executive Director of the Authority.

SECTION 4. Payment of Design and Construction Costs. The Authority shall authorize the Trustee to make payments to the extent available from the Acquisition Account to pay the Authority's Facility Cost subject to the provisions of this Agreement and the Trust Indenture, upon receipt of a Requisition Certificate signed by an authorized official of the State or Educational Institution, as applicable, approved by the Authority, stating with respect to each payment to be made: (i) the Requisition Certificate number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) a description of the Authority's Facility Cost covered by such Requisition Certificate and a statement that the payment is being made for a cost or expense properly chargeable to the Acquisition Account, (iv) the amount to be paid, (v) that each obligation mentioned therein is a proper charge against the Acquisition Account and has not been the basis of any previous payment, (vi) that the cost of the portion of the Facility

covered by such Requisition Certificate is not less than the amount to be paid thereunder, (vii) that neither the State nor the Educational Institution is in default under this Agreement and that nothing has occurred to the knowledge of the Educational Institution or the State which prevents the performance of the State's or the Educational Institution's obligations under this Agreement, and (viii) that after the payment of the requisition the amount on deposit in the Acquisition Account together with other moneys to be available through the anticipated issuance of additional Notes and funds to be provided by the Educational Institution, together with any moneys appropriated by an appropriation act for construction of the Facility, will be sufficient to complete the Facility by the Contract Completion Date.

The State or the Educational Institution, as applicable, shall also provide the Authority, the Bank, and the Trustee with (i) sworn statements and, if appropriate, waivers of lien (satisfactory in form and substance to the Authority) by contractors, subcontractors and for materialmen on the Facility and endorsements to the title insurance policy, if any has been provided pursuant to this Agreement, showing coverage by an amount not less than the moneys which have been expended by the Authority for the Facility, including the disbursement being requested and (ii) an itemization of the Authority's Facility Cost in sufficient detail to evidence incurring of such cost for the payment of which application has been or is then being made. The State and the Educational Institution shall permit the Authority, the Bank and the Trustee, upon request, to inspect the records of the State and the Educational Institution relating to the Total Facility Cost and the Authority's Facility Cost.

SECTION 5. Requirements for Construction Contracts. The Educational Institution shall enter into construction contracts for the Facility, executed copies of which shall be filed with the Authority. The Educational Institution represents and covenants that the Facility can be completed within the Total Facility Cost and that there is or will be available an amount of funds, which together with the Authority's Facility Cost, is sufficient to pay the Total Facility Cost. As evidence of the sufficiency of the construction contracts, the Educational Institution shall furnish the Authority, the State, the Agent, and Trustee, at the time of execution of this Agreement with the following:

(a) a detailed breakdown, certified by the Architect, itemizing by major category, of all costs necessary and sufficient for the completion of the Facility as a tenantable space,

(b) copies of performance and payment bonds written by a surety company satisfactory to the Executive Director of the Authority, payable to the Educational Institution, the State, the Authority, and the Trustee as their interests may appear, assuring completion of the Facility and payment of all contracts and claims for acquisition, construction, installation, renovation and equipping of the Facility or a

certificate in form and substance satisfactory to the Executive Director of the Authority evidencing the existence of the performance and payment bonds, as the Executive Director of the Authority shall direct,

(c) the Draw Down Schedule,

(d) a copy of a builder's risk insurance policy or policies issued by a financially responsible insurer fully qualified under the laws of the State to provide such insurance, insuring all contractors, the State and its departments, boards, commissions, officers and employees, the Authority, the Bank, and the Trustee in form and amount satisfactory to the Architect and the Executive Director of the Authority or a certificate in form and substance satisfactory to the Executive Director of the Authority evidencing such insurance, as the Executive Director of the Authority shall direct, and

(e) a certificate of the Educational Institution certifying that funds, other than the proceeds of the Notes or other Authority funds, equal to the difference between the Total Facility Cost and the Authority's Facility Cost (i) are currently available and being held for the purpose of acquiring, renovating, equipping and/or constructing the Facility in accordance with the Plans, or if not currently available, identifying the sources of funds and the times at which such funds are expected to be available or (ii) have previously been expended for the purpose of acquiring, renovating, equipping and/or constructing the Facility in accordance with the Plans.

The Educational Institution shall not consent to any amendments to any of the construction contracts, whether by change order or otherwise, or take any action or fail to take any action which increases the Authority's Facility Cost or the Total Facility Cost or materially alters the scope, character, or function of the Facility, decreases the rental value of the Facility, or extends the Contract Completion Date without the prior written approval of the Authority and the Agent.

The Educational Institution will supply, as reasonably requested by the Authority, the State, or the Agent, copies of any monthly progress reports as are received by the Educational Institution from the Architect or any contractor with respect to construction of the Facility.

SECTION 6. Additional Construction Commencement Requirements. Prior to the commencement of construction, the Educational Institution shall supply to the Authority and the State:

(a) a title insurance commitment in favor of the Authority and the State issued by a generally recognized title insurance company in the principal amount of not less than the Authority's Facility Cost which shall be subject only to the encumbrances and reservations acceptable to the Authority which do not materially

impair the use of the Facility for its intended purposes or materially detract from its value,

(b) a survey of the site, certified to the Authority and the State, consistent with the title commitment and showing, at a minimum, the location of all proposed improvements and the status of the property in terms of the 100 year flood plain as designated by the Army Corps of Engineers or Michigan Department of Natural Resources,

(c) evidence satisfactory to the Authority and the State of no unacceptable environmental contamination at the Site,

(d) evidence satisfactory to the Authority and the State of all governmental permits, if any, necessary for the construction of the Facility,

(e) executed copies of the Contract and Architect Agreement, and

(f) an opinion of counsel to the Educational Institution that this Agreement, the Contract, and the Architect Agreement are the valid and binding obligations of the Educational Institution.

SECTION 7. Assignment of Contract and Architect Agreement.

(a) The Educational Institution represents and warrants to the Authority that:

(1) it has not assigned, transferred, or delivered and covenants that it will not assign, transfer, or deliver, so long as this Agreement shall remain in effect, any of the Educational Institution's right, title or interest to the Contract and the Architect Agreement to anyone other than the Authority, its successors or assigns,

(2) its right, title and interest under the Contract and the Architect Agreement are not currently subject to any liens, encumbrances, or security interests,

(3) the Contract and the Architect Agreement are in all respects in full force and effect and enforceable in accordance with their respective terms except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the rights of creditors generally, and

(4) it is not in default under the Contract or the Architect Agreement and is not aware of any other default under the Contract or the Architect Agreement as of the date of this Agreement.

(b) The Educational Institution assigns, transfers, and delivers to the Authority, as collateral security for the performance of its obligations under this Agreement or the Lease, all of the Educational Institution's right, title and interest under the Contract and the Architect Agreement.

(c) Upon default by the Educational Institution in the performance of any obligation under this Agreement or the Lease to file any claim, take any action or institute any proceeding which the Authority considers necessary or advisable in connection with the Contract or the Architect Agreement, the Educational Institution appoints the Authority as its true and lawful attorney, coupled with an interest, to act in the name and stead of the Educational Institution. Such appointment shall not be effective until after 30 days prior written notice to the Educational Institution during which time the Educational Institution shall have the opportunity to cure any such default unless the default shall be the result of the Educational Institution abandoning construction or ceasing work on the Facility in which case notice thereof shall be given in accordance with Section 2 of this Agreement.

(d) Notwithstanding anything to the contrary in this Agreement, until the Authority elects to exercise its right, title and interest under the Contract and/or the Architect Agreement:

(1) the Authority shall not be obligated to give any directions, make any demands, give any notices of nonperformance, protest or notices of protest in connection with any obligation that constitutes an obligation of the Educational Institution secured hereunder and the Educational Institution shall remain solely liable, except as specifically provided in Section 2 with respect to payment by the Authority, under the Contract and the Architect Agreement and the Educational Institution shall perform all of the Educational Institution's obligations thereunder in accordance with their terms and provisions, and

(2) except as specifically provided in Section 2 with respect to payment by the Authority, the Authority shall have no obligation or liability under the Contract or the Architect Agreement by reason of, or arising out of, this Agreement, nor shall the Authority be obligated in any manner to fulfill any obligations of the Educational Institution under the Contract or the Architect Agreement.

(e) The obligations of the Educational Institution under the Contract and the Architect Agreement may be performed by the Authority or its nominee after 30 days from the date of written notice to the Educational Institution except after the abandonment of construction or cessation of work on the Facility by the Educational Institution in which case the notice period shall be 10 days without releasing the Educational Institution therefrom and without resulting in any assumption of the Contract or the Architect Agreement by the Authority.

(f) The Educational Institution authorizes and directs the Construction Company and the Architect to perform the terms and conditions of the Contract and the Architect Agreement, respectively, and to complete the performance thereunder for the benefit of the Authority in the event of the Educational Institution's default under this Agreement or under the Lease or upon the Authority's election to exercise the Educational Institution's obligations under the Contract or the Architect Agreement.

SECTION 8. Completion Account.

(a) The Authority in the Trust Indenture shall provide for the establishment of the Completion Account.

(b) In the event either (i) any Requisition Certificate specifies a contract completion date later than 90 days after the Contract Completion Date or (ii) the Inspecting Architect or Engineer or a nationally recognized construction consultant or firm of consultants certifies to the Authority, the Educational Institution and the Trustee that the Facility cannot be completed within the available funds and/or cannot be completed within 90 days after the Contract Completion Date, then effective as of the date of such Requisition Certificate or the date of the Inspecting Architect's or Engineer's or consultant's certificate:

(1) the Trustee shall disburse only the following amounts approved in any Requisition Certificate:

<u>Delay from</u> <u>Contract Completion Date</u>	<u>Amount to be</u> <u>Disbursed</u>
90 days to 180 days	90%
More than 180 days	80%

(2) the remaining amount due under such Requisition Certificate shall be deposited by the Trustee in the Completion Account; and

(3) money in the Completion Account shall be disbursed only as provided in the Trust Indenture or this Agreement.

(c) In the event that the Educational Institution disputes the certificate of the Inspecting Architect or Engineer or consultant, the Educational Institution shall notify the Authority of the dispute in writing. Upon receipt of the notice, the Authority and the Educational Institution shall in good faith seek to agree within 10 days upon an independent consultant, who shall be retained at the expense of the Educational Institution. The independent consultant shall, within 20 days after

retention, certify to the Educational Institution and the Authority a completion date for the Facility. Upon receipt of such certification, the Educational Institution shall notify the Trustee of the new completion date. In the event that the Authority and the Educational Institution cannot agree on the independent consultant within 10 days or the consultant, if retained, does not provide a new completion date within 20 days, the completion date established by the Inspecting Architect or Engineer or the consultant shall be the Contract Completion Date for this Agreement.

(d) The Educational Institution shall pay, from its own funds, the Authority's Facility Cost equal to any amounts deposited in the Completion Account pursuant to this Section.

(e) If the construction and acquisition of the Facility is subsequently recertified to be on, or ahead of, the original schedule for completion, in the same form as the delay in completion was certified, then effective with such certificate no further payments shall be made to the Completion Account pursuant to this Section. Notwithstanding that recertification, the moneys in the Completion Account shall not be disbursed to the Educational Institution except as provided in this Agreement and the Trust Indenture.

(f) The Executive Director of the Authority and an authorized officer of the Educational Institution may agree, with the consent of the Agent, to reduce the amounts to be deposited in the Completion Account. The Authority shall give notice of such agreement to the Trustee. Nothing herein shall require the Authority to agree with the Educational Institution to reduce any such deposit.

(g) In the event the Facility is completed and a Certificate of Tenantability is issued prior to the issuance of Bonds, the Trustee shall, within 60 days of the issuance of the Certificate of Tenantability, disburse to the Educational Institution all of the moneys then in the Completion Account; provided, however, that such disbursement shall not exceed the amount of money the Educational Institution shall have paid pursuant to Section 8(d) of this Agreement. Any amount remaining in the Completion Account after making such disbursement shall be deposited as directed by the Authority.

(h) The Trustee shall make disbursements from the Completion Account to the Bank only if there has been an event of default under the Reimbursement Agreement and obligations are owing to the Bank under the Reimbursement Agreement and there is no other source of payment to the Bank authorized therefor under the Trust Indenture.

(i) In the event the Certificate of Tenantability is not issued before the Bonds are issued, the Trustee is directed, and the Educational Institution agrees, that the Trustee shall transfer on a monthly basis by the first of the following month, to the

extent moneys are available therefor, moneys in the Completion Account to the account established for paying principal and interest on the Bonds equal to the aggregate of (1) a fraction of the outstanding principal amount of the Bonds related to the Authority's Facility Cost maturing on the first maturity date of the Bonds equal to one divided by the number of months from the Bonds' issuance date to the Bonds' first maturity date, and thereafter, if necessary, one-twelfth of the outstanding principal amount of the Bonds related to the Authority's Facility Cost maturing on the next succeeding maturity date thereof and (2) the interest that will accrue during such month on the outstanding principal amount of Bonds related to the Authority's Facility Cost. The aggregate amount of such transfer shall be used to pay interest and principal on the Authority Debt and shall be reduced by the rental under the Lease, if any, paid for such month for Partial Tenantability of the Facility and by the amount of any capitalized interest available under the Resolution to pay interest on the amount of the Bonds related to Authority Facility Cost.

(j) Money transferred by the Trustee to pay interest on the Authority Debt shall no longer be available for payment to the Educational Institution for the Authority's Facility Cost, and the Authority and the State shall be under no obligation to pay such portions of the Authority's Facility Cost. When a Certificate of Tenantability is issued for the Facility, any remaining moneys in the Completion Account shall be transferred by the Trustee within 60 days to the Educational Institution; provided, however, that such transfer shall not exceed the amount of money the Educational Institution shall have paid pursuant to Section 8(d) of this Agreement. Any amount remaining in the Completion Account after making such transfer shall be deposited as directed by the Authority.

SECTION 9. Insurance. Upon execution of this Agreement and thereafter as the construction of the Facility permits, the Educational Institution shall keep the Facility insured against all of the following, provided that the Educational Institution shall not be required to carry a particular type of insurance as set forth below during any time period that such insurance is not available in the insurance market of the United States:

(a) "All risk" building insurance, including extended coverage, vandalism and malicious mischief, and sprinkler damage in an amount equal to 100% of the full replacement Total Facility Cost with a deductible not to exceed \$50,000.

(b) Loss or damage from explosion of steam boilers, pressure vessels or similar apparatus, now or hereafter installed in the Facility, in an amount customary to be carried in buildings of character and purpose similar to the Facility with a deductible not to exceed \$50,000.

(c) Commercial General Liability for combined property damage and bodily injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate per location with a deductible not to exceed \$50,000 per occurrence.

Except as hereinafter provided, all insurance policies required hereby shall be issued by insurers fully qualified under the laws of the State to provide that form of insurance in the State. Each policy issued for this Facility shall include as named insureds: the Agent, the Authority and its officers, agents and employees, the Educational Institution, the State and its officers, agents and employees, and the Trustee, as their interests may appear. Inclusion of trustees, officers, agents and employees of the Authority as insured parties is not intended to and shall not constitute a consent to or an agreement that such trustees, officers, agents and employees shall in any way be liable for any matters arising out of the acquisition, leasing, ownership or financing of the Facility and such inclusion shall not constitute a waiver of immunity of such trustees, officers, agents and employees from any such liability. All casualty loss proceeds shall be payable to the Authority and used as provided in the Trust Indenture. All liability insurance proceeds shall be payable to the Authority, its officers, agents and employees, the State, the Educational Institution, the Agent, and the Trustee, as their interests appear. All policies shall contain a provision that they may not be canceled or nonrenewed or substantially reduced as to coverage without thirty days prior written notice to the Authority, the Agent, the Trustee, the Educational Institution and the State. The policies of insurance described in the above subparagraphs may contain additional deductible and coinsurance features, but only if the Educational Institution or the State has set aside in a separate fund an amount sufficient to pay the amount required under any such additional coinsurance or deductible feature in the full amount or has otherwise provided for the payment of such amounts in a manner satisfactory to the Authority. The insurance required by this Agreement in the amounts, with the coverage and other features herein required, may be supplied through blanket insurance policies covering other properties of the Educational Institution or the State; provided that such blanket insurance will provide the full coverage required herein for the Facility and at the same time provide full coverage for all other buildings and facilities covered by such blanket insurance policies unless such blanket insurance policy or policies provide for full coverage of the Facility prior to any coverage of the other properties of the Educational Institution. The insurance required by this Agreement in the amounts, with the coverage and other features herein required, may be supplied by a fully funded self-insurance program of the State or the Educational Institution or a self-insurance pool in which the State or the Educational Institution is a participant; provided that such self-insurance program or pool will provide the full coverage required for the Facility. The Educational Institution shall supply evidence of the acquisition and maintenance of the insurance and other funding in lieu thereof, if any, required by this Agreement by filing copies of the insurance policies or certificates evidencing

such insurance on Acord Form 27 or other form acceptable to the Authority or evidence of other funding satisfactory to the Authority, the Trustee, and the Agent.

In the event the Educational Institution fails to secure or maintain the insurance as required in this Agreement, the Authority may, but shall not be obligated to, secure the insurance. Upon demand of the Authority, the Educational Institution shall pay the cost of that insurance.

The Authority waives any claim of liability against the State and the Educational Institution and their officers, agents or employees, for any loss or damage to the Facility or any activities with respect thereto, whether or not such loss or damage may have been caused by or resulted from the negligence of the State or the Educational Institution of their officers, agents or employees, to the extent that the amount of such loss or damage is covered by such insurance and in fact recovered by the Authority. The State and the Educational Institution waive any claim of liability against the Authority or its trustees, officers, agents or employees, for any loss or damage to property, fixtures and equipment owned, maintained, erected or installed by the State or the Educational Institution in and about the Facility or any activities with respect thereto, whether or not such loss or damage may have been caused by or resulted from the negligence of the Authority, its trustees, officers, agents or employees, to the extent that the amount of such loss or damage is covered by insurance and in fact recovered. To the extent obtainable, any insurance policy carried by the Educational Institution, the State or the Authority under this Agreement or with respect to the Facility or any part thereof shall contain a provision that any right of subrogation which the insurance company may have against the State or its officers, agents or employees, or the Authority or its officers, trustee, agents or employees, or the Educational Institution is waived.

SECTION 10. Inspecting Architect or Engineer. The Authority may, at its option, obtain the services of an Inspecting Architect or Engineer. It is agreed that the Authority assumes no obligation to the Educational Institution or the State with respect to the acts or omissions of the Inspecting Architect or Engineer or with respect to any negligence or defect in the design or construction of the Project. All fees, costs and expenses of the Inspecting Architect or Engineer shall be a Total Facility Cost to the extent of budgeted costs and any costs in excess of that amount shall be paid by the Educational Institution.

SECTION 11. Conveyance of Site to Authority. Prior to the earlier of:

(a) the date of delivery of the Bonds to provide long-term financing of the Authority's Facility Cost,

(b) the date the Architect files a Certificate of Tenantability,

(c) 15 days prior to the third anniversary of Legislative Approval of the Lease,

(d) 30 days prior to the Stated Termination Date of the Letter of Credit, as defined in the Letter of Credit,

(e) 15 Business Days (as defined in the Trust Indenture) prior to the date on which all outstanding principal of and interest on the Notes is expected to be paid in full by a draw on the Letter of Credit and refunding Notes under the Trust Indenture are not to be issued, or

(f) 15 days following the date of receipt of notice by the Trustee from the Agent of an Event of Default under the Reimbursement Agreement instructing the Trustee to accelerate the Notes, the Educational Institution shall execute and deliver a warranty deed conveying the Educational Institution's interest in the Site to the Authority. The Educational Institution shall also at that time deliver a title insurance policy issued by a generally recognized title insurance company in the principal amount of not less than the Authority's Facility Cost, which shall be subject only to the encumbrances and reservations acceptable to the Authority which do not materially impair the use of the Facility for the purpose intended or materially detract from the value thereof.

SECTION 12. Personal Property Components of the Facility. Upon the execution of this Agreement and from time to time during the construction period, the Educational Institution and the State, to the extent that it holds title to any portion of the Facility, shall execute and deliver to the Authority such bills of sale or other instruments of transfer as may be necessary to vest title to the Facility (but not to the Site) in the Authority, subject only to the encumbrances and reservations permitted in this Agreement, so that, upon completion of the Facility, the Authority shall be the owner of the Facility.

SECTION 13. Agreement to Lease. Upon the transfer of title to the Site from the Educational Institution to the Authority, the Authority shall lease the Facility to the State and the Educational Institution and the State and the Educational Institution shall lease the Facility from the Authority at a true rental determined in accordance with the Act pursuant to the Lease.

SECTION 14. Destruction of Facility. In the event of total or partial destruction of the Facility during the term of this Agreement:

(a) If the total or partial destruction occurs as a result of any act or omission on the part of the State or the Educational Institution or any of their agents or employees (whether negligent or otherwise), the Educational Institution in the case

of its act or omission and the State in the case of its act or omission shall, at its sole expense (from insurance proceeds or other sources), replace or repair the Facility to the state of construction immediately prior to the destruction to the reasonable satisfaction of the Authority, and this Agreement shall remain in effect and the State or the Educational Institution shall be entitled to receive all insurance payments; provided, however, if there are at the time the insurance proceeds become available outstanding Obligations (as defined in the Reimbursement Agreement) related to the Facility or if an Event of Default has occurred and is continuing under the Reimbursement Agreement, the Agent may direct the use of insurance proceeds to the payment of those Obligations and the State or the Educational Institution shall be relieved of its responsibility to replace or repair the Facility.

(b) If the total or partial destruction of the Facility occurs for causes not described in Section 14(a), and the Authority demonstrates within 180 days from the occurrence of such partial or total destruction to the reasonable satisfaction of the State and the Educational Institution that it has sufficient funds (from insurance proceeds or other sources including additional issuances of Notes) available to repair or replace the Facility to the state of construction immediately prior to the destruction, and, unless otherwise consented to by the Agent, that there are other funds legally available and deposited in the Note Fund which will be sufficient to pay any Obligations related to the Facility which are outstanding at the time of the demonstration of sufficient funds, the State or the Educational Institution may repair or replace the Facility if the estimated "true rental" after such repair or replacement shall not be less than the estimated "true rental" prior to the destruction. If the Facility is to be repaired or replaced, the Authority shall pay to the State or the Educational Institution the cost of repair or replacement of the Facility in the amount incurred by the State or the Educational Institution for the repair or replacement of the Facility and this Agreement shall remain in effect; provided, however, under no circumstances will the amount paid to the State or the Educational Institution for repair or replacement exceed the amount of the insurance proceeds together with additional issuances of Notes, if any. Notwithstanding the foregoing, the Authority shall not elect to repair or replace the Facility (i) if Notes are outstanding with respect to the Facility and if based upon an Architect's certificate, the Facility will not become tenantable on or prior to the Expiration Date (as defined in the Letter of Credit) unless the Agent is satisfied that the Authority nonetheless reasonably expects to have funds available to reimburse the Bank on or prior to the Expiration Date all as further provided in the Reimbursement Agreement or (ii) if an Event of Default has occurred and is continuing under the Reimbursement Agreement.

(c) If the Authority does not or cannot so demonstrate availability of funds to repair or replace the Facility and meet the prior obligation set forth in Section 14(b), then this Agreement may be terminated by either the State, the Educational

Institution or the Authority upon thirty days written notice to the other parties, in which event all insurance proceeds shall be applied as provided in the Trust Indenture.

(d) Insurance proceeds paid to the Authority as provided in Section 14(b), are to be used for the repair or replacement of the Facility by the State or the Educational Institution. If the Facility is not repaired or replaced, or if the cost of repair or replacement does not exhaust the amount of insurance proceeds received, the balance of the proceeds shall be applied as provided in the Trust Indenture. If surplus funds remain after application of insurance proceeds as provided in the Trust Indenture, that surplus shall be paid to the State to be credited to its General Fund or otherwise as agreed to by the State and the Educational Institution.

(e) If the Facility is to be replaced by new facilities which are substantially dissimilar in construction or use from the original facilities, then the Facility shall not be replaced unless the plans and specifications are approved by the Authority, the Agent and the State. (State approval shall be evidenced by the approval of the Board and by an appropriations act of the Legislature.

SECTION 15. Tax Covenant. If the Notes or the Bonds are issued as obligations the interest on which is excluded from gross income for federal income tax purposes under the Code, the State and the Educational Institution will, to the extent permitted by law, each shall take all actions within its control and shall not fail to take any action as may be necessary to maintain the exclusion of the interest on the Notes or Bonds from gross income for federal income tax purposes under the Code, and neither shall use the Facility in any manner which would cause the Notes or the Bonds to be Private Activity Bonds (as defined in the Code).

SECTION 16. Assignment of Rights. Upon the issuance of the Notes, the Authority shall, pursuant to the Trust Indenture, assign its rights in, including rights to enforce this Agreement, and pledge any money receivable under this Agreement (other than certain insurance payments to be paid to the Authority under Section 9 of this Agreement), if any, to the Trustee as security for the payment of certain obligations of the Authority under the Trust Indenture to the Noteholders and the Bank. The Authority also assigns its rights to enforce this Agreement directly against the State and/or the Educational Institution to the Bank in the event that there has been a final draw on the Letter of Credit to pay principal of and interest on the Notes allocable to the Facility and those Notes are not to be refunded and there remain Obligations relating to the Facility owing to the Bank to the extent of such remaining Obligations. The Educational Institution and the State consent to such assignments and to any further assignments to a trustee with respect to any obligations of the Authority issued to refund or refinance the Notes.

SECTION 17. Indemnification. The Educational Institution shall indemnify and hold the Authority and its officers, agents, or employees harmless from any and all liability, loss, damage or expense which they may incur under or by reason of this Agreement, the Contract, or the Architect Agreement, or for any action taken by the Authority under this Agreement, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against the Authority arising out of this Agreement, the Contract, or the Architect Agreement to the extent permitted by law. Should the Authority or its officers, agents, or employees incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) shall be paid by the Educational Institution immediately upon demand. The Educational Institution shall not, however, be required to indemnify the Authority or its officers, agents, or employees for their acts of gross negligence or willful misconduct.

SECTION 18. Termination. Except as set forth below with respect to rights of the Bank, this Agreement shall terminate upon receipt by the State, the Educational Institution, and the Authority of the Certificate of Tenantability for the Facility pursuant to the Lease. This Agreement shall be effective as to rights of the Bank for such time as Obligations are owing to the Bank and so long as the Bank has not wrongfully dishonored its obligations under the Letter of Credit.

IN WITNESS WHEREOF, the State Building Authority, the Board of Trustees of Michigan State University, and the State of Michigan have each executed this Agreement by their duly authorized officers.

STATE BUILDING AUTHORITY

By: _____

Executive Director

STATE OF MICHIGAN

By: _____

Governor

By: _____

Secretary of State

BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY

By: _____

Vice President for Finance, and
Treasurer

EXHIBIT B

Legal Description

Michigan State University
STEM Teaching and Learning Facility

A parcel of land situated in the City of East Lansing, County of Ingham, Michigan, and described as follows to-wit:

A parcel of land in the Northwest 1/4 of Section 19 and the Southwest 1/4 of Section 18, Town 4 North, Range 1 West, more particularly described as: Beginning at a point on the north line of said Section 19 which is S89°52'45"E, along the North line of said Section 19, 30.00 feet from the Northwest Corner of said Section 19; thence N00°00'00"E 352.34 feet; thence N88°36'31"E 256.43 feet; thence S08°51'17"E 227.77 feet to the extension of a building wall; thence N89°17'52"W, along said building wall and its extension, 101.85 feet; thence S00°00'00"E, along a building wall, 2.15 feet; thence N89°17'57"W, along a building wall, 14.17 feet; thence N00°42'08"E, along a building wall, 74.38 feet; thence N89°17'52"W, along a building wall, 62.35 feet; thence S00°42'08"W, along a building wall, 129.36 feet; thence S89°17'52"E, along a building wall, 60.34 feet; thence S00°42'08"W, along a building wall, 1.95 feet; thence S89°17'52"E, along a building wall and its extension, 127.59 feet; thence S03°46'09"E 182.28 feet; thence S74°58'37"W 147.66 feet; thence N89°53'33"W 169.65 feet; thence N00°00'00"E 145.53 feet to the point of beginning.

EXHIBIT C

REQUISITION CERTIFICATE

TO: U.S. Bank National Association, as Trustee

FROM: Board of Trustees of Michigan State University (the "Educational Institution")

SUBJECT: Construction and Completion Assurance Agreement dated _____, 2020 (the "Construction Agreement")

This represents Requisition Certificate No. ____ in the total amount of \$_____ to pay the Cost of the Facility detailed in the schedule attached.

The undersigned certifies that:

1. The expenditures for which moneys are requisitioned hereby represent proper charges against the Acquisition Account have not been included in a previous requisition and have been properly recorded on the Educational Institution's books.
2. The moneys requisitioned hereby are not greater than those necessary to meet obligations due and payable or to reimburse the Obligor for its funds actually advanced for the Cost of the Facility.
3. The Educational Institution is not in default under the Construction Agreement and nothing has occurred to the knowledge of the Educational Institution that would prevent the performance of its obligations under the Construction Agreement.
4. After the payment of this requisition the amount on deposit in the Acquisition Account together with other moneys to be available through the anticipated issuance of additional Notes and funds to be provided by the Educational Institution, together with any moneys appropriated by an appropriation act for construction of the Facility, will be sufficient to complete the Facility by the Contract Completion Date.
5. Delivered herewith are the items required to be delivered under the Construction Agreement.

6. Please wire funds to _____

Capitalized terms used in this certificate have the meanings given them in the Construction Agreement.

Dated: _____

BOARD OF TRUSTEES OF MICHIGAN
STATE UNIVERSITY

By: _____

Its Authorized Representative

APPROVED BY:

STATE BUILDING AUTHORITY

By: _____

Its: _____

EXHIBIT D

ARCHITECT'S CERTIFICATE

The undersigned Architect certifies that it has reviewed this Requisition Certificate and that:

1. To the best knowledge of the undersigned, the Requisition Certificate is true, correct and complete in all material respects.

2. On the basis of an on-site inspection:

(a) The materials delivered to the site have been or are reasonably expected to be incorporated into the Project.

(b) The total amount of this Requisition Certificate and all prior Requisition Certificates is reasonable in relationship to the work performed and materials delivered to date.

(c) There have been no changes to the plans and specifications that have not been approved by the Authority except those identified in the Schedule attached to this Requisition Certificate, which individually and in the aggregate do not adversely affect the value of the Project; the last approved change order is No. ____ dated _____.

(d) The Budget continues to accurately represent the cost of each item set forth therein as well as the total cost of the Project.

Dated: _____

ARCHITECT:

INTEGRATED DESIGN SOLUTIONS, LLC

By: _____

Its: _____

SCHEDULE TO ARCHITECT'S CERTIFICATE

Changes to Plans and Specifications

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, a Michigan constitutional body corporate, whose address is Office of Finance and Operations, 420 Hannah Administration Building, Michigan State University, East Lansing, Michigan 48824 ("Grantor"), CONVEYS AND WARRANTS to the STATE BUILDING AUTHORITY, a public corporation organized and existing under the authority of Act No. 183, Public Acts of Michigan, 1964, as amended, whose address is Richard H. Austin State Office Building, 430 W. Allegan, 1st Floor, Lansing, Michigan 48922 ("Grantee"), the premises situated in the County of Ingham, State of Michigan, and described in attached Exhibit A and GRANTS to Grantee a perpetual nonexclusive easement appurtenant on, over, across, under and through the premises described in attached Exhibit B for ingress and egress and for the installation, maintenance and repair (including reconstruction) of utilities, between a public road (now, Harrison Road) and the premises described in attached Exhibit A.

Grantor warrants title to the premises described in attached Exhibit B, and Grantor warrants and represents that there exist no liens, encumbrances or restrictions which would prohibit or interfere with the Grantee's use or enjoyment of the granted easement.

The warranties and conveyances in this deed are subject to any easements and building and use restrictions of record.

This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right To Farm Act.

Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This instrument is given for one dollar and other good and valuable consideration. This instrument is exempt from transfer taxes pursuant to MCLA §§207.505(h)(i) and 207.526(h)(i).

Dated as of the 1st day of _____, 20____.

BOARD OF TRUSTEES OF MICHIGAN
STATE UNIVERSITY,
a Michigan constitutional body corporate

By: _____
Mark P. Haas
Its: Vice President for Finance
and Treasurer

STATE OF MICHIGAN)
)ss.
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me in Ingham County, Michigan, this _____ day of _____, 20__ by _____, as Vice President for Finance and Treasurer of the Board of Trustees of Michigan State University, a Michigan constitutional body corporate, on behalf of the constitutional body corporate.

Notary Public

County, Michigan
Acting in Ingham County, Michigan
My Commission Expires: _____

Recording Fee: \$_____ plus \$1.00 tax certification fee
Transfer Tax: Exempt
Send Subsequent Tax Bills To: Grantee

Drafted by and when recorded return to:

John T. Schuring
Dickinson Wright PLLC
200 Ottawa Ave., N.W.
Suite 1000
Grand Rapids, MI 49503

EXHIBIT A

Michigan State University STEM Teaching and Learning Facility

Legal Description

A parcel of land situated in the City of East Lansing, County of Ingham, Michigan, and described as follows to-wit:

A parcel of land in the Northwest 1/4 of Section 19 and the Southwest 1/4 of Section 18, Town 4 North, Range 1 West, more particularly described as: Beginning at a point on the north line of said Section 19 which is S89°52'45"E, along the North line of said Section 19, 30.00 feet from the Northwest Corner of said Section 19; thence N00°00'00"E 352.34 feet; thence N88°36'31"E 256.43 feet; thence S08°51'17"E 227.77 feet to the extension of a building wall; thence N89°17'52"W, along said building wall and its extension, 101.85 feet; thence S00°00'00"E, along a building wall, 2.15 feet; thence N89°17'57"W, along a building wall, 14.17 feet; thence N00°42'08"E, along a building wall, 74.38 feet; thence N89°17'52"W, along a building wall, 62.35 feet; thence S00°42'08"W, along a building wall, 129.36 feet; thence S89°17'52"E, along a building wall, 60.34 feet; thence S00°42'08"W, along a building wall, 1.95 feet; thence S89°17'52"E, along a building wall and its extension, 127.59 feet; thence S03°46'09"E 182.28 feet; thence S74°58'37"W 147.66 feet; thence N89°53'33"W 169.65 feet; thence N00°00'00"E 145.53 feet to the point of beginning.

Part of parcel tax i.d. #33-20-02-18-304-002 and #33-20-02-19-100-001.

EXHIBIT B

Michigan State University STEM Teaching and Learning Facility

Easement Description

A parcel of land situated in the City of East Lansing, County of Ingham, Michigan, and described as follows to-wit:

A 50 foot wide easement for ingress and egress in part of the Northwest 1/4 of Section 19, T4N-R1W and also part of the Northeast 1/4 of Section 24, T4N-R2W, whose centerline is more particularly described as follows: Commencing at the Northwest Corner of said Section 19, T4N-R1W, thence S89°52'45"E, along the north line of said Section 19, 335.22 feet; thence S03°46'09"E 132.65 feet to the point of beginning of this easement description; thence S74°58'37"W 146.00 feet; thence N89°53'33"W 2860.88 feet, more or less, to the centerline of Harrison Road and the point of ending.

Easement is Part of parcel tax i.d. #33-20-01-24-200-001 and #33-20-02-19-100-001.

4822-6436-2416 v3 [9694-5]

EXHIBIT A

Michigan State University
STEM Teaching and Learning
Facility

LEASE

Among

BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY,

STATE OF MICHIGAN

and

STATE BUILDING AUTHORITY
STATE OF MICHIGAN

Dated as of _____ 1, 20__

TABLE OF CONTENTS*

	<u>PAGE</u>
ARTICLE I	DEFINITIONS2
Section 1.1	Definitions2
ARTICLE II	ACQUISITION AND COMPLETION OF FACILITY5
Section 2.1	Plans and Authority's Facility Cost5
Section 2.2	Sale and Conveyance of Facility to Authority5
Section 2.3	Price and Manner of Payment by Authority for Facility6
Section 2.4	Disbursements From Acquisition Account.....6
Section 2.5	Certificate of Tenantability and Certificate of Partial Tenantability6
Section 2.6	Name of the Facility7
ARTICLE III	LEASE OF FACILITY7
Section 3.1	Term of This Lease7
Section 3.2	Lease of Facility7
Section 3.3	Rental7
ARTICLE IV	OPERATION, MAINTENANCE AND INSURANCE OF FACILITY9
Section 4.1	Operation of Facility9
Section 4.2	Maintenance and Repair of the Facility9
Section 4.3	Insurance10
Section 4.4	Destruction of Facility11
Section 4.5	Improvements to the Facility13
ARTICLE V	EVENTS OF DEFAULT AND REMEDIES14
Section 5.1	Events of Default14
Section 5.2	Remedies.....14
ARTICLE VI	MISCELLANEOUS14
Section 6.1	Assignment of Lease.....14
Section 6.2	Entry14
Section 6.3	Amendment to Lease15
Section 6.4	Personal Liability15
Section 6.5	Notices15
Section 6.6	Entire Agreement.....15
Section 6.7	Severability15
Section 6.8	Execution in Counterparts15
Section 6.9	Captions15
Section 6.10	Applicable Law16
Section 6.11	Quiet Enjoyment16
Section 6.12	Title.....16
Section 6.13	Binding Effect.....16
Section 6.14	Declaration of Governmental Function16
Section 6.15	Tax Covenant.....16
[Section 6.16	References to the Bank].....16

Section 6.17	Construction of Lease	18
EXHIBIT A	Project Description	A-1
EXHIBIT B	Legal Description	B-1
EXHIBIT C	Annual Rental Amounts	C-1

* Bracketed language would be deleted if project was financed with commercial paper and long-term bonds are issued to take out commercial paper or if project was not financed with commercial paper.

LEASE

THIS LEASE is entered into as of _____ 1, 20__ among the STATE BUILDING AUTHORITY, a public corporation organized and existing under the authority of Act 183, Public Acts of Michigan, 1964, as amended, the STATE OF MICHIGAN, and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, a Michigan constitutional body corporate (hereinafter, the "Educational Institution").

P R E M I S E S:

WHEREAS, the Authority was established under 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, or any of its agencies;

WHEREAS, the Educational Institution has been created and is maintained pursuant to Sections 4 and 5 of Article 8 of the Michigan Constitution of 1963;

[WHEREAS, the Facility has been constructed and the Site and the Facility have been conveyed to the Authority by the Educational Institution as provided by Act 183;]

[WHEREAS, the Site is presently owned by the Educational Institution and the Facility is now under construction by the Educational Institution and it is the intent of the parties to have the Site conveyed to the Authority and the Facility conveyed to the Authority as acquired;]

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

WHEREAS, the execution and delivery of this Lease has been validly authorized by the State Administrative Board of the State, as provided in an appropriations act, by the Board of Trustees of the Educational Institution, and by the Board of Trustees of the Authority;

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings of this Lease, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease and the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning.

"Acquisition Account" means the Acquisition Account established by the Trust Indenture.

"Act 183" means Act No. 183, Public Acts of Michigan, 1964, as amended, being Sections 830.411 to 830.425, inclusive, of Michigan Compiled Laws.

["Agent" means State Street Bank and Trust Company, as agent, or any successor agent for the Bank, or if there shall be no Agent, then Agent shall mean the Bank.]

["Alternate Credit Facility" means a Credit Facility issued as the successor to the Letter of Credit as provided in the Trust Indenture. Such Credit Facility may be an insurance policy.]

"Architect" means Integrated Design Solutions, LLC, 1441 West Long Lake, Suite 200, Troy, Michigan 48098.

"Authority" means the State Building Authority created under Act 183 or any body succeeding to its rights and duties.

"Authority Debt" means the Notes and/or Bonds issued to provide funds for the Authority's Facility Cost.

"Authority's Address" means State Building Authority, Richard H. Austin State Office Building, 430 W. Allegan Street, 1st Floor, Lansing, Michigan 48922.

"Authority's Facility Cost" means the share of the Total Facility Cost to be paid by the Authority out of the proceeds of Authority Debt.

["Bank" means the bank or banks which issue the Credit Facility, initially State Street Bank and Trust Company, a Massachusetts trust company and U.S. Bank National Association, a national banking association, and its or their successors or assigns.]

["Bank's Address" means One Lincoln Street, SFC/5, Boston, Massachusetts 02111-2900, Attention: Timothy L. Batler, the address for the Agent.]

"Bonds" means any bonds or other obligations issued by the Authority under the Resolution, which were secured in whole, or in part, by the Rental.

"Certificate of Tenantability" or "Certificate of Partial Tenantability" shall mean the certificate rendered pursuant to Section 2.5 hereof, which when filed, will trigger commencement of rental payments in accordance with Section 3.3 hereof.

"Construction Agreement" shall mean the Construction and Completion Assurance Agreement among the Authority, the State and the Educational Institution relating to the construction of the Facility.

["Credit Facility" means the Letter of Credit issued by the Bank or any Alternate Credit Facility.]

"Educational Institution" means the Board of Trustees of Michigan State University, created and maintained pursuant to Sections 4 and 5 of Article 8 of the Michigan Constitution of 1963 or any body or entity succeeding to its rights and duties.

"Educational Institution's Address" means Office of Finance and Operations, 420 Hannah Administration Building, East Lansing, Michigan 48824, Attention: Vice President of Finance and Treasurer.

"Facility" means the Site, all real property interests appurtenant thereto, and all buildings, structures and improvements now or hereafter constructed thereon and all fixtures or personal property, now or hereafter located thereon or therein, all as described on page A-1 in Exhibit A attached hereto, but shall not include the State's or the Educational Institution's own equipment or other personal property to be installed or used thereon or in connection therewith.

"Improvements to the Facility" means such additions, improvements or replacements of or to the Facility as provided by Section 4.5.

"Lease" means this lease agreement among the Authority, the State, and the Educational Institution, as amended or supplemented as provided in Section 6.3.

["Letter of Credit" means the Letter of Credit issued by the Bank pursuant to the Reimbursement Agreement.]

"Notes" means the obligations issued by the Authority under the Trust Indenture to provide funds, among other purposes, to pay the Authority's Facility Cost.

"Plans" means the plans and specifications for the construction of the Facility prepared by the Architect, filed by the Educational Institution with the Authority and approved by the Authority, in accordance with the Construction Agreement.

["Reimbursement Agreement" means the Reimbursement Agreement dated as of October 1, 2010, between the Authority and the Bank, as amended or supplemented, relating to the Letter of Credit or any other reimbursement agreement entered into by the Authority in connection with the issuance of the Notes.]

"Rental" means the rental required to be paid to the Authority by the State pursuant to Section 3.3, which shall be not more than the "true rental" for the Facility as determined by the State Administrative Board pursuant to Act 183, the rental being not greater than the economic or market value to the State and the Educational Institution of the Facility over and above the estimated expenses of operation, maintenance and repair of the Facility, not taking into account the right of the Educational Institution to acquire title to the Facility as provided in Section 6.12 upon termination of this Lease.

"Resolution" means the resolution(s) adopted by the Board of Trustees of the Authority authorizing the issuance and sale of Authority Debt. The term also includes the Trust Indenture or any master indenture, indenture and supplemental indenture, as amended from time to time, entered into by the Authority in connection with Authority Debt.

"Site" means the real property described in Exhibit B attached hereto.

"State" means the State of Michigan. The Department of Technology, Management and Budget shall be responsible for administering the terms of this Lease on behalf of the State.

"State's Address" means State of Michigan, Department of Technology, Management and Budget, Lewis Cass Building, 2nd Floor, Box 30026, Lansing, Michigan 48909, Attention: Director.

"Total Facility Cost" means (a) obligations of the State, the Educational Institution or the Authority incurred for labor and to contractors, builders and materialmen in connection with the Facility; (b) the cost of acquiring necessary land or rights in land and any costs incidental thereto, including costs of assuring title of the Facility to the Authority, and recording fees; (c) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the construction period which are not paid by the contractor or contractors or otherwise provided for; (d) the expenses of the State, the Educational Institution or the Authority for appraisals, surveys, estimates and supervising construction, as well as for the performance of all other duties required for the proper construction of the Facility; (e) all other fees and costs which the State, the Educational Institution or the Authority may incur or be required to pay for the acquisition, construction, installation and operation of the Facility; and (f) any sums required to reimburse the State, the Educational Institution and the Authority for advances made by any of them for any of the above items, or for any other costs incurred and for work done by any of them (including overhead charges) which are (i) properly chargeable to the Facility and (ii) authorized pursuant to the resolution adopted by the Authority on March 4, 1992 and the certificate of the Executive Director of the Authority dated June 25, 2018 authorizing the reimbursement of such advances or otherwise permitted under the Internal Revenue Code of 1986, as amended.

"Trustee" means a bank having trust powers or a trust company to be designated in the Resolution of the Authority, or any successor trustee at the time serving as such under the Resolution.

"Trustee's Address" means the address of the Trustee as indicated in the Trust Indenture.

"Trust Indenture" means the trust indenture, master indenture and supplemental indenture, as amended from time to time, entered into in connection with the issuance of Authority Debt.

ARTICLE II

ACQUISITION AND COMPLETION OF FACILITY

Section 2.1 Plans and Authority's Facility Cost. The Authority's Facility Cost in the amount set forth on page A-2 in Exhibit A and the Plans have been approved by the Authority, the Educational Institution and the State in accordance with applicable law. The Authority's acquisition of the Facility shall be financed by issuing Authority Debt. That portion of the proceeds of such Authority Debt which will be used to pay the Authority's Facility Cost shall be deposited in the Acquisition Account. The amount of such proceeds shall not exceed the amount of the Authority's Facility Cost except as otherwise provided for herein. If the proceeds from the initial issuance of Authority Debt to pay the Authority's Facility Cost are less than the corresponding amount set forth on page A-2 in Exhibit A, the Authority may issue additional Authority Debt at a later date or dates to pay the remaining portion of the Authority's Facility Cost so long as the aggregate amount of proceeds of all Authority Debt which then have been or will be used to pay the Authority's Facility Cost does not exceed the corresponding amount set forth on page A-2 in Exhibit A.

Section 2.2 Sale and Conveyance of Facility to Authority. The Educational Institution has executed and delivered to the Authority a warranty deed, which shall be subject only to the encumbrances and reservations acceptable to the Authority which do not materially impair the use of the Facility for the purpose intended or materially detract from the value thereof, conveying and vesting in the Authority the Educational Institution's interest in the title to the Site, and the Educational Institution has executed and delivered to the Authority a bill of sale conveying and vesting in the Authority the Facility as acquired, constructed and installed by the Educational Institution.

Prior to or contemporaneously with the execution of this Lease, the Educational Institution shall deliver with the warranty deed a commitment for issuance of a title insurance policy acceptable to the Authority and as soon as practicable thereafter a title insurance policy issued by a generally recognized title insurance company in the principal amount of not less than the Authority's Facility Cost, each of which shall be subject only to the encumbrances and reservations which are acceptable to the Authority and which do not materially impair the use of the Facility for the purpose intended or materially detract from the value thereof.

Contemporaneously with the delivery of this Lease, the Authority shall, pursuant to the Resolution, assign its rights in, and pledge any moneys receivable under this Lease other than indemnity and certain of the insurance payments to be paid to the Authority under Sections 4.2, 4.3 and 4.5 of this Lease, if any, to the Trustee [(and secondarily to the Agent and the Bank)] as security for the payment of certain obligations of the Authority. The State and the Educational Institution hereby consent to such assignment. The Authority shall reserve the right to enforce in

its own name and for its own benefit, certain of the obligations of the State and the Educational Institution to the Authority under Sections 4.2, 4.3 and 4.5 of this Lease.

Section 2.3 Price and Manner of Payment by Authority for Facility. The Authority shall pay to the State or the Educational Institution, as the case may be, as the purchase price for the Facility the amount paid or incurred by the State or the Educational Institution, as the case may be, for the Authority's Facility Cost, but the total amount paid by the Authority for the Facility shall not exceed the amount approved by Section 2.1. The purchase price for the Facility shall be paid on behalf of the Authority by the Trustee to the Educational Institution or the State from time to time from moneys in the Acquisition Account upon presentation of the requisition certificates (which shall constitute covenants of the Educational Institution or the State to the Authority and the Trustee). The Educational Institution shall convey the Site to the Authority without cost to the Authority.

Section 2.4 Disbursements From Acquisition Account. The Authority in the Resolution has authorized the Trustee to make payments from the Acquisition Account to pay the Authority's Facility Cost subject to this Lease, upon receipt of a requisition certificate signed by an authorized official of the Educational Institution or the State and approved by the Authority stating with respect to each payment to be made: (i) the requisition certificate number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) a description of the Authority's Facility Cost covered by such requisition certificate and a statement that the payment is being made for a cost or expense properly chargeable to the Acquisition Account, (iv) the amount to be paid, (v) that each obligation mentioned therein is a proper charge against the Acquisition Account, and has not been the basis of any previous payment, (vi) that the cost to the Educational Institution or the State of the portion of the Facility covered by the requisition certificate is not less than the amount to be paid to the Educational Institution or the State thereunder, (vii) that all bills of sale necessary to vest title to the portion of the Facility covered by the requisition certificate in the Authority have been executed and delivered or assigned by the Educational Institution or the State to the Authority, (viii) that neither the Educational Institution nor the State is in default under this Lease and that nothing has occurred to the knowledge of the State or the Educational Institution which prevents the performance of the Educational Institution's or the State's obligations under this Lease, and (ix) that after the payment of such requisition the amount on deposit in the Acquisition Account together with other moneys to be available, including anticipated proceeds, if any, from the issuance of additional Authority Debt, will be sufficient to acquire the Facility.

The Educational Institution shall also provide the Authority and the Trustee with the information identified in the Construction Agreement. The State and the Educational Institution shall permit the Authority, [the Agent] and the Trustee, upon request, to inspect the records of the State and the Educational Institution relating to the Authority's Facility Cost.

Section 2.5 Certificate of Tenantability and Certificate of Partial Tenantability. The completion date of the entire Facility and the payment of the entire Total Facility Cost shall be evidenced to the Trustee, the Authority, [the Agent,] the State and the Educational Institution by the Certificate of Tenantability signed by the Architect or by an appropriate official of the Educational Institution to the effect that, except for any Total Facility Cost not then due and

payable, or the liability for payment of which is being disputed by the Educational Institution, construction of the Facility has been completed in accordance with the Plans and the entire Total Facility Cost has been paid. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon filing of the Certificate of Tenantability, the Educational Institution shall occupy the entire Facility for the purpose specified.

If a portion of the Facility is completed prior to the completion date of the entire Facility, such partial completion shall be evidenced to the Trustee, the Authority, [the Agent,] the State and the Educational Institution by the Certificate of Partial Tenantability filed by the Architect or by an appropriate official of the Educational Institution setting forth that the portion of the Facility indicated is complete and tenantable, that said portion has been completed in accordance with the plans and the square footage of the Facility. If different portions of the Facility from time to time are completed, the Architect may execute and deliver from time to time several Certificates of Partial Tenantability conforming to the requirements set forth in this section. Upon filing of the Certificate of Partial Tenantability, the Educational Institution shall be deemed to have occupied the portion of the Facility described in such certificate.

Section 2.6 Name of the Facility. The name of the Facility shall be designated by the Educational Institution.

ARTICLE III

LEASE OF FACILITY

Section 3.1 Term of This Lease. The term of this Lease shall commence on the date of its execution and shall continue for the period, not to exceed forty (40) years, corresponding to the time component contained in the Rental which shall be fixed within the range as set forth in Section 3.3 of this Lease which shall be certified by the appraiser and thereafter approved by the State Administrative Board and the Authority as authorized by Act 183.

Section 3.2 Lease of Facility. In consideration of the Rental and other terms of this Lease, the Authority leases the Facility to the State and the Educational Institution and the State and the Educational Institution lease the Facility from the Authority for the term of this Lease.

Section 3.3 Rental. The State shall pay to the Authority for and on behalf of the Educational Institution for the use of the Facility during the term of this Lease, Rental in the annual amounts set forth in Exhibit C hereto, which amounts shall be certified by the appraiser and approved by the State Administrative Board and the Authority as authorized by Act 183 payable monthly on an annualized basis (except as hereinafter provided) on or before the first day of each month prior to the termination of this Lease.

The full Rental shall commence on the first day of the first month following the date of the filing of the Certificate of Tenantability, but not earlier than the dated date of this Lease.

When a Certificate of Partial Tenantability is filed and until a Certificate of Tenantability is filed, the State shall pay to the Authority for and on behalf of the Educational Institution for the use of a portion of the Facility monthly in equal amounts (except as hereinafter provided) a portion of the full Rental described above. The partial rental amount shall be computed by multiplying the percentage computed by dividing the gross square footage that is tenantable as described in all Certificates of Partial Tenantability then filed by the total gross square footage of the Facility times the full amount of the Rental.

The Executive Director of the Authority shall notify the State Administrative Board of failure to complete the Facility in the event that the Facility is not completed within six months of the Contract Completion Date, or prior thereto if the Authority, the Educational Institution and the State (acting through the Department of Technology, Management and Budget) shall so agree, and the State Administrative Board shall promptly thereafter designate an appraiser. The appraiser shall determine on a functional basis the percentage of completion of the Facility as of the date that such appraisal is made and shall report such percentage to the Authority, the State, the Educational Institution, the Trustee [and the Agent]. The State shall pay to the Authority, for and on behalf of the Educational Institution, for use of a portion of the Facility, monthly in equal amounts on an annualized basis (except as hereinafter provided) a portion of the full Rental computed by multiplying the percentage reported by the appraiser times the full amount of the Rental set forth above, the first of such partial Rentals to commence on the first day of the first month following the date of the filing of the appraiser's report. If after payment of a partial Rental under the circumstances above described, further Certificates of Partial Tenantability are filed, the appraiser shall recalculate the percentage of completion each time and shall file with the Authority, the State, the Educational Institution, the Trustee [and the Agent] a report setting forth the revised percentage and such revised percentage shall be the basis for computation from time to time of the partial Rental until the Certificate of Tenantability is filed.

The first monthly Rental payment or partial Rental payment in each case shall be paid on the last day of the month in which the Certificate of Tenantability or the Certificate of Partial Tenantability, as the case may be, is filed and shall be in an amount equal to the annual Rental calculated as above provided divided by 365 and multiplied by the number of days between the date of filing the Certificate of Tenantability or the Certificate of Partial Tenantability and the date on which the next Rental payment or partial Rental payment is due.

The Educational Institution consents to payment of the Rental or partial Rental on behalf of the Educational Institution by the State directly to the Trustee as provided in the Resolution.

If for any reason other than because of any act or omission of the State, the Educational Institution, or any of their agents or employees (whether negligent or otherwise) the Facility becomes untenable or partially untenable, no Rental, or partial Rental only, shall be paid for the period the Facility is untenable or partially untenable, and the Rental payments shall be adjusted accordingly by the mutual agreement of the parties hereto; provided, however, that if the Facility is totally or partially destroyed, the provisions of Section 4.4 hereof shall apply in lieu of the provision of this paragraph. For purposes of this Lease the Facility shall not be deemed wholly untenable if the Facility or any portion thereof can be used by the Educational Institution or the State for any lawful governmental purpose.

The Governor of the State shall, consistent with Act 183, include in the annual executive budget of the State for each year during the term of this Lease an amount sufficient to pay the Rental required to be paid in such year by the State on behalf of the Educational Institution, to the Authority or its assignee. The State is hereby contractually obligated to provide each year adequate appropriations in order to pay the Rental when due, the Rental being an ordinary annual expense and contract obligation of the State. This provision shall not be deemed a waiver of the State's governmental immunity or its right to invoke or waive governmental immunity.

ARTICLE IV

OPERATION, MAINTENANCE AND INSURANCE OF FACILITY

Section 4.1 Operation of Facility. During the term of this Lease, the Educational Institution agrees to use the Facility for a lawful governmental purpose. The State and the Educational Institution may locate and use any of their own personal property in the furtherance of such purpose in or on the Facility and such personal property shall remain the property of the State or the Educational Institution and shall not become part of the Facility and shall not be subject to this Lease. If the personal property of the State or the Educational Institution so located in or on the Facility cannot be readily distinguished from the real and personal property comprising the Facility by reference to page A-1 in Exhibit A or other records of the Authority, then such personal property of the State or the Educational Institution shall remain identified as property of the State or the Educational Institution by tags or other symbols attached thereto or otherwise clearly associated therewith, and any such items of personal property not so identified shall be presumed to be part of the Facility, but such presumption shall not be conclusive.

The Educational Institution shall pay all costs and expenses incurred in the operation of the Facility, or arising in connection therewith, including, but not limited to all governmental charges or taxes (or payments in lieu of taxes), if any, levied on the Facility or the operation thereof, and all charges for utility services supplied to, or used in the operation of, the Facility and all charges for insurance required by this Lease. Insofar as it may be lawfully done, the Authority shall be free from all costs, expenses and obligations of operation and maintenance of the Facility, except as otherwise expressly provided herein, and free from all taxes, assessments and other governmental charges, and that this Lease shall be a "net lease," and the State on behalf of the Educational Institution shall pay the Rental throughout the term of this Lease.

Section 4.2 Maintenance and Repair of the Facility. The Educational Institution shall not cause or permit any waste, damage or injury to the Facility. During the term of this Lease, the Educational Institution shall, at its own expense, keep the Facility in good condition and repair (reasonable wear and tear and damage by act of God, fire, or other causes beyond the control of the Educational Institution excepted). The Educational Institution shall indemnify the Authority, its members, officers, agents or employees, against all costs, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees, arising out of the Educational Institution's failure to comply with the foregoing covenant to the extent permitted by law.

Section 4.3 Insurance. From the date hereof, the Educational Institution shall, at its own expense, keep the Facility insured against all of the following provided that the Educational Institution shall not be required to carry a particular type of insurance as set forth during any time period that such insurance is not available in the insurance market of the United States:

(a) "All Risk" building insurance, including extended coverage, vandalism and malicious mischief, and sprinkler damage in an amount equal to 100% of the full replacement cost of the Facility with a deductible not to exceed \$50,000.

(b) Loss or damage from explosion of steam boilers, pressure vessels or similar apparatus, now or hereafter installed in the Facility, in an amount customary to be carried in buildings of character and purpose similar to the Facility with a deductible not to exceed \$50,000.

(c) Loss of rental, under a rental value insurance policy, resulting from any of the hazards described in subparagraphs (a) and (b) in an amount not less than 300% of the then full annual Rental fixed by this Lease, including all Rental agreed to be paid by the State hereunder, or, in the event of reconstruction of all or any portion of the Facility pursuant to Section 4.4, such greater or lesser amount as shall be necessary to assure Rental payments during the reconstruction period.

(d) Commercial General Liability for combined property damage and bodily injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate per location with a deductible not to exceed \$50,000 per occurrence.

Except as hereinafter provided, all insurance policies required hereby shall be issued by insurers fully qualified under the laws of the State to provide that form of insurance in the State. Each policy issued for this Facility shall include as named insureds or additional insureds and loss payees, the Authority and its trustees, officers, agents and employees, the Educational Institution, the State and its officers, agents or employees, [the Agent and the Bank (except with respect to the commercial general liability insurance policy described in subsection 4.3(d) above)] and the Trustee as their interests may appear. Inclusion of trustees, officers, agents and employees of the Authority as insured parties is not intended to and shall not constitute a consent to or an agreement that such trustees, officers, agents and employees shall in any way be liable for any matters arising out of the acquisition, leasing, ownership or financing of the Facility and such inclusion shall not constitute a waiver of immunity of such trustees, officers, agents and employees from any such liability. All casualty loss proceeds shall be payable to the Authority, and used as provided in Section 4.4 hereof or in the Resolution. All rental insurance proceeds shall be payable to the Authority and applied as provided in the Resolution. All liability insurance proceeds shall be payable to the Authority, its officers, agents and employees, the State, the Educational Institution and the Trustee, as their interests appear. All policies shall contain a provision that they may not be canceled or non-renewed or substantially reduced as to coverage without thirty days' prior written notice to the Authority, the Trustee, the Educational Institution, the State [and the Agent]. The policies of insurance described in the above subparagraphs (a), (b) and (d) may contain additional deductible and coinsurance features, but only if the State or the Educational Institution has set aside in a separate fund an amount sufficient to pay the amount required under any such

additional coinsurance or deductible feature in the full amount or has otherwise provided for the payment of such amounts in a manner satisfactory to the Authority. The insurance required by this Lease in the amounts, with the coverage and other features herein required, may be supplied through blanket insurance policies covering other properties of the Educational Institution or the State; provided that such blanket insurance will provide the full coverage required herein for the Facility and at the same time provide full coverage for all other buildings and facilities covered by such blanket insurance policies unless such blanket insurance policy or policies provide for full coverage of the Facility prior to any coverage of the other properties of the Educational Institution. The insurance required by this Lease in the amounts, with the coverage and other features herein required, may be supplied by a fully funded self-insurance program of the State or the Educational Institution or a self insurance pool in which the State or the Educational Institution is a participant; provided that such self-insurance program or pool will provide the full coverage required herein for the Facility. The Educational Institution shall supply evidence of the acquisition and maintenance of the insurance and other funding in lieu thereof, if any, required by this Lease by filing copies of the insurance policies or certificates evidencing such insurance on Acord Form 27 or other form acceptable to the Authority or other funding satisfactory to the Authority, the Trustee [and the Agent].

Upon the filing of a Certificate of Tenantability or a Certificate of Partial Tenantability and annually thereafter on January 1st of each year the Educational Institution will file with the Authority a certificate signed by an authorized officer which shall state that the insurance required by this Section 4.3 is in full force and effect.

In the event the Educational Institution fails to maintain the insurance as required herein, the Authority or the Trustee may secure such insurance. The Educational Institution agrees to reimburse the Authority or the Trustee for the cost of any such insurance.

The Authority hereby waives any claim of liability against the State and the Educational Institution, and their officers, agents or employees, for any loss or damage to the Facility or any activities with respect thereto, whether or not such loss or damage may have been caused by or resulted from the negligence of the State or the Educational Institution or their officers, agents or employees, to the extent that the amount of such loss or damage is covered by such insurance and in fact recovered by the Authority. The State and the Educational Institution hereby waive any claim of liability against the Authority or its trustees, officers, agents or employees, for any loss or damage to property, fixtures and equipment owned, maintained, erected or installed by the State or the Educational Institution in and about the Facility or any activities with respect thereto, whether or not such loss or damage may have been caused by or resulted from the negligence of the Authority, its officers, agents or employees, to the extent that the amount of such loss or damage is covered by insurance and in fact recovered. To the extent obtainable, any insurance policy carried by the Educational Institution, the State or the Authority under this Lease or with respect to the Facility or any part thereof shall contain a provision that any right of subrogation which the insurance company may have against either the State or its officers, agents or employees, the Authority or its officers, trustees, agents or employees, or the Educational Institution is waived.

Section 4.4 Destruction of Facility. In the event of total or partial destruction of the Facility during the term of this Lease:

(a) If such total or partial destruction occurs as a result of any act or omission on the part of the State or the Educational Institution or any of their agents or employees (whether negligent or otherwise), the Educational Institution in the case of its act or omission and the State in the case of its act or omission shall, at its sole expense (from insurance proceeds or other sources, including payment by the Educational Institution), replace or repair the Facility to the reasonable satisfaction of the Authority, and this Lease shall remain in effect and no reduction or abatement of the Rental shall be permitted the Educational Institution or the State acting on behalf of the Educational Institution, and the Educational Institution or the State shall be entitled to receive all insurance payments; [provided, however, if at the time the insurance proceeds become available, an Event of Default (as defined in the Reimbursement Agreement) has occurred and is continuing under the Reimbursement Agreement, the Agent may direct the use of insurance proceeds to the payment of outstanding Obligations (as defined in the Reimbursement Agreement) related to the Facility and the State or the Educational Institution shall be relieved of its responsibility to replace or repair the Facility].

(b) If the total or partial destruction of the Facility occurs for causes not described in clause (a) of this Section 4.4, and the Authority demonstrates within 180 days from the occurrence of such partial or total destruction to the reasonable satisfaction of the Educational Institution [and the Agent] that it has sufficient funds (from insurance proceeds or other sources including payments by the Educational Institution) available to repair or replace the Facility within the period for which the rental value insurance described in Section 4.3(c) is actually then in force, the State or Educational Institution may repair or replace the Facility if the estimated "true rental" after such repair or replacement determined in the same manner that "true rental" was determined in the original instance shall not be less than the Rental prior to such destruction and if it is estimated that through the insurance described in Section 4.3(c), together with any other funds legally available therefor, [including, without limitation, amounts available to be drawn under or derived from the Letter of Credit,] there will be sufficient moneys available to the Authority during any period that the Rental may be suspended or reduced because of such destruction to fully offset the amount of the loss of Rental and to pay the principal and interest requirements on outstanding Authority Debt and any other obligations of the Authority secured by the Rental coming due. If the Facility is to be repaired or replaced the Authority shall pay to the State or the Educational Institution the cost of repair or replacement of the Facility in the amount incurred by the State or the Educational Institution for the repair or replacement of the Facility, and this Lease shall remain in effect, but the Rental shall be equitably adjusted by the mutual agreement of the parties according to the extent and time of the loss of the use of the Facility by the Educational Institution. [Notwithstanding the foregoing, the Authority shall not elect to repair or replace the Facility (i) if Authority Debt secured by the Letter of Credit are outstanding with respect to the Facility and if based upon an Architect's certificate, the Facility will not become tenantable on or prior to the Expiration Date (as defined in the Letter of Credit) unless the Agent is satisfied that the Authority nonetheless reasonably expects to have funds available to reimburse the Agent on or prior to the Expiration Date all as further provided in the Reimbursement Agreement or (ii) if an Event of Default has occurred and is continuing under the Reimbursement Agreement.]

(c) If the Authority does not or cannot so demonstrate availability of funds to repair or replace the Facility, then this Lease may be terminated by either the State, the Educational

Institution or the Authority upon thirty days' written notice to the other parties, and all Rental of the State on behalf of the Educational Institution hereunder shall cease from the date of such termination, in which event all insurance proceeds shall be applied as provided in the Resolution. If the Facility is partially destroyed, but the remaining Facility is usable by the State or the Educational Institution, then the Rental shall be reduced, if necessary, to reflect the "true rental" of the remaining Facility, the annual amounts of such "true rental" of the remaining Facility to be determined in the same manner that "true rental" was determined in the original instance.

(d) Insurance proceeds shall be paid to the Authority and used as provided in Section 4.4(b), for the repair or replacement of the Facility by the State or the Educational Institution. If the Facility is not repaired or replaced, or if the cost of repair or replacement does not exhaust the amount of insurance proceeds received, the balance of the proceeds shall be applied as provided in the Resolution. In the event surplus funds remain after application of insurance proceeds as provided in the Resolution, then such surplus shall be paid to the State to be credited to its General Fund.

(e) If the Facility is to be replaced by new facilities which are substantially dissimilar in construction or use from the original facilities, then the Facility shall not be replaced unless the plans and specifications are approved by the Authority, the State [and the Agent] (State approval shall be evidenced by the approval of the State Administrative Board and as provided in an appropriations act).

Section 4.5 Improvements to the Facility. The Educational Institution may make any Improvements to the Facility as it deems necessary or desirable, provided that (a) all Improvements to the Facility constituting real property shall become the property of the Authority and subject to this Lease immediately upon the placement thereof in the Facility, and (b) the Educational Institution shall indemnify the Authority and its trustees, officers, agents and employees, from any and all losses, damages, liabilities or claims arising from or in connection with the making of such Improvements to the Facility by the Educational Institution to the extent permitted by law.

At the request of the State or the Educational Institution, the Authority may, but shall not be required to, acquire or construct Improvements to the Facility. In such event, this Lease shall be supplemented to increase the annual amounts of Rental payable hereunder so long as such amounts do not exceed the "true rental" value of the Facility after acquisition of the Improvements to the Facility as determined and approved pursuant to Sections 1(e) and 7 of Act 183.

If requested by the Educational Institution, the Authority shall grant an easement for construction purposes on the Site to the Educational Institution in form and substance satisfactory to the Attorney General of the State.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.1 Events of Default. The term "Events of Default" shall mean, whenever used in this Lease, any one or more of the following events:

(a) Failure to pay the Rentals required to be paid under Section 3.3 at the times specified therein.

(b) Failure by the State or the Educational Institution to observe and perform any of their respective covenants, or obligations in this Lease for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to the State and the Educational Institution by the Authority or the Trustee; provided, however, that if such Default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the State on behalf of the Educational Institution or the Educational Institution within such period and diligently pursued until the Default is corrected.

(c) An event of default under the Construction Agreement.

The term "Default" shall mean Default by the State or the Educational Institution in the performance or observance of any of their respective covenants or obligations in this Lease, exclusive of any period of grace required to constitute an Event of Default.

Section 5.2 Remedies. Upon the occurrence of an Event of Default, the Authority or its assignees, [the Bank acting through the Agent to the extent it is or is deemed to be a holder of Authority Debt] and the Trustee shall be entitled to use and exercise any and all remedies provided by law to correct such Default, including, but not limited to, the remedies provided in Act 183.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Assignment of Lease. The Educational Institution (with the consent of the Authority and the State) and the State (with the consent of the Authority) may at any time make any assignment of their interest under this Lease for a use not prohibited by Act 183, provided, however, that (a) the State shall remain liable for all Rental and other obligations of the State under this Lease, (b) the Educational Institution shall remain primarily liable for its obligations under this Lease and (c) no assignment shall be made which would cause the interest on Authority Debt to become included in gross income for federal or State income tax purposes.

Section 6.2 Entry. The Authority, through its officers, agents, or employees, shall have the right at reasonable times of entering the Facility for the purpose of inspecting the Facility to determine compliance with this Lease.

Section 6.3 Amendment to Lease. No amendment to this Lease shall be effective unless the amendment is in writing and is executed by the duly authorized officers of the Authority, the State and the Educational Institution and all requirements of Act 183 are satisfied.

Section 6.4 Personal Liability. The covenants and obligations made, assumed by or imposed upon the State, the Authority or the Educational Institution in this Lease are those of the State, the Authority or the Educational Institution and not of any agent, officer or employee of the State or any trustee, agent, officer or employee of the Authority or the Educational Institution in his or her individual capacity and no recourse shall be had for the payment of the Rental or any other moneys required to be paid by this Lease or for the performance of any other obligation required of the State, the Educational Institution, or the Authority under this Lease against any agent, officer or employee of the State or any trustee, agent, officer or employee of the Authority or the Educational Institution or any person executing or attesting to this Lease or the Resolution.

Section 6.5 Notices. All notices, certificates or other communications under this Lease shall be sufficiently given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the Authority, the State, the Educational Institution, the Trustee [or the Agent], as the case may be, at the Authority's Address, the State's Address, the Educational Institution's Address, the Trustee's Address [or the Bank's Address], respectively. A duplicate copy of each such notice, certificate or other communication given hereunder to the Authority, the State, the Educational Institution, the Trustee [or the Agent] shall also be given to the others.

The Authority, the State, the Educational Institution, the Trustee [and the Agent] may by written notice designate any further or different addresses to which subsequent notices, certificates or communications shall be sent.

Any notice given to the Educational Institution under this Lease shall also be given to the State if the Educational Institution's interest in the construction contract is assigned in accordance with this Lease.

Section 6.6 Entire Agreement. This Lease contains all agreements between the parties with respect to the Facility, and there are no other representations, warranties, promises, agreements or understandings, oral, written or inferred, between the parties, unless reference is made thereto herein.

Section 6.7 Severability. If any clause, provision or section of this Lease shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof.

Section 6.8 Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 6.9 Captions. The captions or headings in this Lease are for convenience only and in no way define, limit the scope or intent of any provision of this Lease.

Section 6.10 Applicable Law. This Lease shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State.

Section 6.11 Quiet Enjoyment. The Authority covenants that the State and the Educational Institution, upon compliance with the terms of this Lease, shall peacefully and quietly have and hold and enjoy the Facility for the term herein provided, subject to any and all rights of the Authority or its assignees under this Lease.

Section 6.12 Title. After Authority Debt and any additional Authority Debt authorized as provided in the Resolution and any and all other obligations of the Authority which pledge for their payment the Rental, are paid in full or provision for the payment thereof is made as provided in the Resolution or proceedings authorizing any such other obligations of the Authority, and upon request by the Educational Institution, the Authority shall convey title of the Facility to the Educational Institution for consideration of \$1.00 and the Educational Institution's assumption of all monetary obligations and legal responsibilities for the operation and maintenance of the Facility. The Authority, the State and the Educational Institution hereby specifically agree that the obligations of the State to pay the Rental and perform the other duties and obligations of each specified in this Lease do not depend upon the conveyance of the title to the Facility to the Educational Institution as herein provided and each warrants and represents that this Lease would be executed and delivered by each of them even if title would not pass, it being understood that the passage of title is merely incidental to this Lease and that the Rental is not greater than the economic or market value to the State and the Educational Institution for the use of the Facility over and above estimated expenses of operation, maintenance and repair of the Facility, not taking into account passage of title to the Facility as provided in this Section.

Section 6.13 Binding Effect. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

Section 6.14 Declaration of Governmental Function. The Authority, the State and the Educational Institution, in accordance with Act 183, hereby specifically declare the acquisition of the Facility is intended to serve an essential governmental function and nothing herein is to be construed to conclude a contrary intent.

Section 6.15 Tax Covenant. The State and the Educational Institution covenant and agree that to the extent permitted by law, they shall each take all actions within their control and that they shall not fail to take any action as may be necessary to provide for and maintain the exclusion of the interest on the Authority Debt from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and that they shall not use the Facility in any manner which would cause the Authority Debt to be Private Activity Bonds (as defined in the Code); provided, however, that this Section shall not be effective with respect to the Authority Debt, the interest on which is determined by the Authority as of the date of their issuance to be not excludable from gross income for federal income tax purposes under the Code.

[Section 6.16 References to the Bank. Any reference to the Bank in this Lease shall be effective only if the Credit Facility is then in effect and the Bank has not wrongfully dishonored

its obligations thereunder or if any of the Authority's obligations to the Bank under the Reimbursement Agreement then remain outstanding.]

Section 6.17 Construction of Lease. For all purposes this document and the transaction created hereby shall be construed as a true lease, and is not intended to create "state indebtedness" as that term is used in Section 12 of Article 9 of the Michigan Constitution of 1963. Any provisions contained herein which at any time shall be held by a court of competent jurisdiction to cause this Lease to constitute an "evidence of state indebtedness" pursuant to Section 12 of Article 9 of the Michigan Constitution of 1963, shall be deemed invalid subject to the right of the State, the Educational Institution or the Authority to timely appeal such holding. Nothing in this Lease shall be construed as a surrender by the Educational Institution of any of its rights, prerogatives or independence under Sections 4 and 5 of Article 8 of the Michigan Constitution of 1963. Nothing in this Lease shall be construed as requiring or obligating the Authority to issue or sell Authority Debt.

[Signature Page Follows]

IN WITNESS WHEREOF, the STATE BUILDING AUTHORITY, the STATE OF MICHIGAN, and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, have executed this Lease by its duly authorized officers the day and year first above written.

STATE BUILDING AUTHORITY

By _____

Chairperson
Board of Trustees

By _____

Executive Director

STATE OF MICHIGAN

By _____

Governor

By _____

Secretary of State

BOARD OF TRUSTEES OF MICHIGAN
STATE UNIVERSITY

By _____

Vice President for Finance and Treasurer

EXHIBIT A

Project Description

Michigan State University STEM Teaching and Learning Facility

The Michigan State University STEM Teaching and Learning Facility will provide undergraduates with an enhanced learning experience in the STEM disciplines of science, technology, engineering and math. The new facility is 117,300 gross square feet and consists of a north and south wing. Each wing is a three-story structure with mechanical areas. The facility will house state of the art teaching laboratories including biological sciences, chemistry, physics and engineering curriculum. The architectural layout and physical aspects of the building will utilize interior/exterior glass, demountable walls and roll-up doors on all floors. Materials such as concrete panels, ribbed and smooth composite metal panels, curtain wall systems and storefront glazing will be used for exterior building elements. All major building utilities consisting of heating steam, domestic water and electrical service are available on site and will be connected and distributed throughout the structure.

Project Costs

Michigan State University STEM Teaching and Learning Facility

<u>Categories of Costs</u>	<u>State Building Authority's Cost of Facility</u>	<u>State Appropriations</u>	<u>Other</u>	<u>Total Facility Cost</u>
1. The Structure, Services and Site Improvements (general, mechanical, electrical, and fixed equipment)	\$26,814,300	\$200	\$37,544,600	\$64,359,100
2. Furnishings and Equipment (furniture, movable equipment, etc., not considered a part of the structure nor requiring fixed mechanical and/or electrical services)	0	0	2,029,900	2,029,900
3. Professional Services and Supervision (architectural fees, engineering services, and construction inspection)	<u>3,055,500</u>	<u>0</u>	<u>3,055,500</u>	<u>6,111,000</u>
TOTAL ESTIMATED PROJECT COST	\$29,869,800	\$200	\$42,630,000	\$72,500,000

EXHIBIT B

Legal Description

Michigan State University STEM Teaching and Learning Facility

A parcel of land situated in the City of East Lansing, County of Ingham, Michigan, and described as follows to-wit:

A parcel of land in the Northwest 1/4 of Section 19 and the Southwest 1/4 of Section 18, Town 4 North, Range 1 West, more particularly described as: Beginning at a point on the north line of said Section 19 which is S89°52'45"E, along the North line of said Section 19, 30.00 feet from the Northwest Corner of said Section 19; thence N00°00'00"E 352.34 feet; thence N88°36'31"E 256.43 feet; thence S08°51'17"E 227.77 feet to the extension of a building wall; thence N89°17'52"W, along said building wall and its extension, 101.85 feet; thence S00°00'00"E, along a building wall, 2.15 feet; thence N89°17'57"W, along a building wall, 14.17 feet; thence N00°42'08"E, along a building wall, 74.38 feet; thence N89°17'52"W, along a building wall, 62.35 feet; thence S00°42'08"W, along a building wall, 129.36 feet; thence S89°17'52"E, along a building wall, 60.34 feet; thence S00°42'08"W, along a building wall, 1.95 feet; thence S89°17'52"E, along a building wall and its extension, 127.59 feet; thence S03°46'09"E 182.28 feet; thence S74°58'37"W 147.66 feet; thence N89°53'33"W 169.65 feet; thence N00°00'00"E 145.53 feet to the point of beginning; which legal description may be modified to conform to the as built survey upon completion of the project and may also be modified to encompass walkways, driveways, loading docks, access easements, parking areas, and other similar appurtenances provided that the overall footprint of the facility building does not vary more than 300 feet in any direction from the legal description set out above.

EXHIBIT C

Annual Rental Amounts

Michigan State University
STEM Teaching and Learning Facility

\$1,812,000 - \$2,442,000

4811-7384-3376 v4 [9694-5]

RESOLUTION OF THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY
AUTHORIZING THE ISSUANCE AND DELIVERY OF
GENERAL REVENUE REFUNDING BONDS
AND PROVIDING FOR OTHER MATTERS RELATING THERETO

WHEREAS, the Board of Trustees of Michigan State University (the “Board”) is a body corporate created by and existing under the Constitution of the State of Michigan of 1963, as amended, with full constitutional authority over and general supervision of Michigan State University (the “University”) and control and direction of all expenditures from the University’s funds; and

WHEREAS, the Board has previously issued and has outstanding certain series of General Revenue Bonds and General Revenue Refunding Bonds (collectively, the “Prior Bonds”), which are payable from and secured by a lien on General Revenues (hereinafter defined); and

WHEREAS, the Board has previously authorized the issuance of its Commercial Paper Notes, Series B (Taxable) and Commercial Paper Notes, Series F (Tax-Exempt) (collectively, the “Notes,” and together with the Prior Bonds, the “Outstanding Obligations”), which are payable from and secured by a lien on General Revenues; and

WHEREAS, the Board has previously entered into certain interest rate swap agreements related to the debt service on certain of the Outstanding Obligations, which are payable from and secured by a lien on General Revenues (collectively, the “Existing Swap Agreements”); and

WHEREAS, the Board has determined it may be appropriate and in the best interests of the University to refund all or a portion of the Prior Bonds and/or all or a portion of the Notes as shall be determined by an Authorized Officer (hereinafter defined) (the portion of the Prior Bonds to be refunded, if any, being herein called the “Bonds to be Refunded,” and the portion of the Notes to be refunded, if any, being herein called the “Notes 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 has determined it is necessary and desirable to authorize the issuance and delivery of General Revenue Refunding Bonds (the “Bonds”), payable from and secured by a pledge of General Revenues, in order to provide funds which, together with other available funds of the University, will be used to pay all or part of the costs of refunding the Bonds to be Refunded and the Notes to be Refunded, if any, and to pay costs related to the issuance of the Bonds and the refunding; and

WHEREAS, one or more trust agreements (collectively, the “Trust Agreement”) 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 any one 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 appropriate for the Board to ratify and confirm its authorization of the President, the Executive Vice President for Administration, the Vice President for Finance and Treasurer and the Director of Treasury and Financial Management (each an “Authorized Officer”), or any one of them individually, to negotiate, execute and deliver on behalf of the Board, the Trust Agreement or Loan Agreement, the Bond Purchase Agreement, one or more remarketing agreements with the Underwriter or other parties (collectively, the “Remarketing 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 agreements and other documents authorizing the Outstanding Obligations create certain conditions for the issuance of obligations payable from and secured by a pledge of General Revenues on a parity basis with the Outstanding Obligations; and

WHEREAS, an Authorized Officer 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 Outstanding Obligations, have been met; and

WHEREAS, the refunding of the Bonds to be Refunded and the Notes to be Refunded, if any, and the funding of all or a part of the costs thereof with the proceeds of the Bonds, will serve proper and appropriate public purposes; and

WHEREAS, the Board has full power under its constitutional authority and supervision of the University, and control and direction of expenditures from the University’s funds, to refund the Bonds to be Refunded and the Notes to be Refunded and to pay all or a part of the costs of the refunding by issuance of the Bonds, and to secure payment of the Bonds by a pledge of General Revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, AS FOLLOWS:

1. The Board hereby approves the refunding of all or any portion of the outstanding Prior Bonds and all or any portion of the outstanding Notes, and authorizes the Authorized Officers, or any one of them individually, to select the portion, if any, of the Prior Bonds to constitute the Bonds to be Refunded and the portion, if any, of the Notes to constitute the Notes to be Refunded, in order to produce interest or other cost savings or a more favorable debt service structure, to reduce or eliminate risks associated with variable rate bonds and related interest rate swaps, to provide for more favorable terms or covenants, or to provide for permanent financing of projects previously financed from short-term debt, 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.

In connection with the refunding of all or any portions of any Outstanding Obligations, any Authorized Officer may, in the name and on behalf of the Board, and as its corporate act and deed, modify any Existing Swap Agreements, in whole or in part, and relate any of such Existing Swap Agreements to any portion of the debt service on the Bonds or any Outstanding Obligations, or terminate any Existing Swap Agreements, in whole or in part, and any fees or termination payments required in connection with any such modifications or terminations may be paid from the proceeds of the Bonds, or from available funds of the University, as determined by an Authorized Officer.

2. The Board hereby authorizes the issuance, execution and delivery of the Bonds, in one or more series, to be designated GENERAL REVENUE REFUNDING BONDS, with appropriate series designations, in the aggregate original principal amount established by an Authorized Officer, but not to exceed the aggregate principal amount necessary to accomplish the refunding of the Bonds to be Refunded and the Notes to be Refunded, to modify or terminate any Existing Swap Agreements, and to pay costs related to the issuance of the Bonds and the refunding. 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 refunding the Bonds to be Refunded and the Notes to be Refunded, if any, to pay the costs of modifying or terminating any Existing Swap Agreements, if deemed appropriate by an Authorized Officer, 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 February 1, 2021 and the last maturity shall be no later than December 31, 2051. The Bonds may be issued as federally tax-exempt bonds or as federally taxable bonds, or any combination thereof, as shall be determined by an Authorized Officer. 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 5.50% per annum for tax-exempt bonds and 8.00% 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 Agreement or Loan Agreement. Alternatively, all or part of the Bonds may bear interest at a variable rate of interest, determined on the basis of an index or a spread to an index or through market procedures, or both, for all or a portion of their term, 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 Agreement or Loan Agreement. The Bonds may be subject to redemption or call for purchase prior to maturity at the times and at the prices (which may be expressed as a percentage of the principal amount being redeemed or be based on a "make-whole" formula, or both) as shall be determined by an Authorized Officer. 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 Agreement 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.

In relation to the debt service on all or any portion of the Bonds, or in relation to the debt service on all or any portion of the Outstanding Obligations, any Authorized Officer may, at any time, on behalf of and as the act of the Board, enter into or modify an interest rate swap, cap, forward starting swap, option, swaption, rate lock or similar agreement or agreements (collectively, the "Swap Agreement") with a counterparty or counterparties to be selected by the Authorized Officer. Such Swap Agreement shall provide for payments between the Board and the counterparty related to interest on all or a portion of the Bonds or any series of Outstanding Obligations, at indexed or market established rates. If the Swap Agreement is entered into at approximately the same time as the issuance of the Bonds and is related to the Bonds, the expected effective interest rates on the Bonds to which the Swap Agreement relates, taking into account the effect of the Swap Agreement, shall be within the limitations set forth herein. Any Swap Agreement may, if determined necessary or appropriate by an Authorized Officer, be subsequently terminated, in whole or in part, which may result in termination payments due by the Board. Any such required payments and other costs of termination may be funded from available funds of the University or the proceeds of the Bonds or other indebtedness of the Board.

Any or all of the Bonds 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, from available cash reserves of the University, subject to such limitations as may be specified in the Trust Agreement or Loan Agreement, or from a letter of credit, line of credit, standby bond purchase agreement or other liquidity device (the "Liquidity Device"), or any combination thereof, all as shall be determined by an Authorized Officer and provided for in the Trust Agreement or Loan Agreement. Any reimbursement obligation for draws under the Liquidity Device shall be a limited and not a general obligation of the Board, payable from, and may be secured by a pledge of, General Revenues. Each Authorized Officer is individually authorized to execute and deliver at any time, for and on behalf of the Board, any amendments to the Trust Agreement or Loan Agreement and any agreements or instruments with a party or parties selected by an Authorized Officer necessary to obtain, maintain, renew or replace, and provide for repayments under, any Liquidity Device deemed by such officer to be required for the purposes of this Resolution.

Any Bonds authorized and issued hereunder may, at any time upon direction of an Authorized Officer, be subsequently converted to another mode or structure authorized hereby, either through procedures established in the Trust Agreement or Loan Agreement pertaining thereto, or through the issuance hereunder of refunding Bonds to refund and replace the outstanding Bonds to be converted. Any such refunding Bonds issued hereunder shall be subject to the terms, conditions and limitations contained in this Resolution. Each Authorized Officer is individually authorized to execute and deliver, for and on behalf of the Board, any documents or

instruments, including but not limited to, any amendments to the Trust Agreement or Loan Agreement, necessary or convenient for the purpose of accomplishing the conversion as described in this paragraph.

3. The Bonds, and the obligations of the Board under the Swap Agreement and the Liquidity Device, if any, shall be limited and not general obligations of the Board payable from and, except as provided below in this Section 3, secured by a lien on, the General Revenues (as shall be defined in the Trust Agreement or Loan Agreement in a manner generally consistent with the definition thereof contained in the trust agreements pursuant to which the Prior Bonds were issued). Except as otherwise determined by an Authorized Officer, as provided below in this Section 3, the lien on General Revenues securing the Bonds, the Swap Agreement and the Liquidity Device, if any, shall be on a parity basis with the liens on General Revenues securing the Outstanding Obligations. The Bonds, and the obligations of the Board under the Swap Agreement and the Liquidity Device, if any, 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 Agreement or Loan Agreement or agreements entered into in connection with the Swap Agreement or Liquidity Device.

No recourse shall be had for the payment of the principal amount of or interest or premium on the Bonds, or for the payment of any amounts owing under the Swap Agreement or the Liquidity Device, if any, or 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, or, except as specifically provided in the Trust Agreement or Loan Agreement or the instruments entered into in connection with the Swap Agreement or the Liquidity Device, if any, against the Board, nor shall the Bonds and interest or premium with respect thereto, or any obligations of the Board in connection with the Swap Agreement or Liquidity Device, if any, 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 Agreement or Loan Agreement or pursuant to agreements entered into in connection with the Swap Agreement or Liquidity Device, if any.

Any pledge of General Revenues, and funds specified in the Trust Agreement or Loan Agreement or in any agreements entered into in connection with the Swap Agreement or the Liquidity Device, if any, shall be valid and binding from the date of the issuance and delivery of the Bonds or such agreements, and all moneys or properties subject thereto which 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.

Notwithstanding anything herein to the contrary, any obligations of the Board under the Swap Agreement or any agreement with respect to the Liquidity Device may, if determined appropriate by an Authorized Officer, be payable and secured on a subordinated basis to the Bonds and other General Revenue obligations of the Board, or may be payable from General Revenues but be unsecured.

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 and the Outstanding Obligations by a lien on General Revenues, upon compliance with the terms and conditions therefor as shall be set forth in the Trust Agreement or Loan Agreement.

5. Each Authorized Officer is hereby individually 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 Agreement or Loan Agreement. The Trust Agreement or Loan Agreement may contain such covenants on behalf of the Board and terms as such Authorized Officer deems appropriate and as shall be approved by the Office of the General Counsel, 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. In addition, each Authorized Officer is hereby individually 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. Each Authorized Officer is hereby individually 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 such form as an Authorized Officer may approve upon recommendation of the Office of the General Counsel, 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 other bidding process, and each Authorized Officer is individually authorized to accept the winning bid or offer of the Underwriter for the purchase of the Bonds. Each Authorized Officer is hereby further individually authorized and directed, in the name and on behalf of the Board and as its corporate act and deed, to negotiate, execute and deliver the Remarketing Agreement, if any, with the Underwriter or other party selected by the Authorized Officer.

7. The President and the Vice President for Finance and Treasurer are each individually 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, if deemed appropriate, to impress or imprint the University seal thereon, and to deliver the Bonds to the Underwriter or Purchaser in exchange for the purchase price therefor.

8. Each Authorized Officer is hereby individually 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, each Authorized Officer is individually 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. Each 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. Each Authorized Officer, the Secretary of the Board, the Vice President for Legal Affairs and General Counsel and any Associate or Assistant General Counsel, and all other appropriate officers or representatives of the Board or the University and each one of them, are 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 Agreement or Loan Agreement, the Remarketing Agreement, the Swap Agreement, the Liquidity Device and the Bond Purchase Agreement, 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 any refunding authorized hereby. Each Authorized Officer is individually 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. Any action required under the Trust Agreement or Loan Agreement, the Remarketing Agreement, the Bond Purchase Agreement, the Swap Agreement or the Liquidity Device or any other instrument related to the Bonds, and any action necessary or appropriate in connection with the ongoing administration of the financing program authorized hereby, may be taken by and on behalf of the Board by an Authorized Officer. Any reference to any specified officer of the Board or the University in this Resolution 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. Each Authorized Officer is individually authorized to cause to be prepared and to execute and deliver, on behalf of the Board, the continuing disclosure undertakings.

11. If deemed necessary by the University's bond counsel, each Authorized Officer is individually 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 the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

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

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of Michigan State University at a meeting held on September 11, 2020, in accordance with applicable law, and that the minutes of the meeting at which the resolution was adopted were kept and will be or have been made available at the Office of the Secretary of the Board of Trustees of Michigan State University.

I further certify as follows:

1. Present at the meeting were the following Board members: Trustees Byrum, Ferguson, Foster, Kelly, Knake Jefferson, Mosallam, Scott, and Tebay

Absent from the meeting were the following Board members:

_____none_____

2. The following members of the Board voted for the adoption of the Resolution: Trustees Byrum, Ferguson, Foster, Kelly, Knake Jefferson, Mosallam, Scott and Tebay. The following members of the Board voted against adoption of the

Resolution:

_____none_____

RESOLUTION DECLARED ADOPTED.



Nakia Barr, Secretary

Board of Trustees of Michigan State University

MICHIGAN STATE UNIVERSITY
BYLAWS FOR ACADEMIC
GOVERNANCE

Approved by the Board of Trustees

June 18, 2010, Effective Fall 2011

Amended and Approved by the Board of Trustees

4/15/11, 1/31/12, 9/7/12, 6/22/12, 6/21/13, 12/13/13, 4/15/16,

6/21/17, ~~and 6/22/18~~, and 9/11/20

The Bylaws for Academic Governance is published by the Office of the Secretary for Academic Governance, W32 Owen Graduate Hall, 517-355-2337

acadgov@msu.edu/www.acadgov.msu.edu

TABLE OF CONTENTS

PREAMBLE	3
SECTION 1. DEFINITIONS	4
1.1. THE FACULTY	4
1.2. THE STUDENTS	5
1.3. MODES OF PARTICIPATION	6
1.4. SPECIAL RULES	6
SECTION 2. ACADEMIC GOVERNANCE IN SCHOOLS, COLLEGES, AND OTHER ACADEMIC UNITS	7
2.1. UNIT ACADEMIC ADMINISTRATORS	7
2.2. UNIT ACADEMIC GOVERNANCE	8
SECTION 3. UNIVERSITY ACADEMIC GOVERNANCE	10
3.1. THE ACADEMIC CONGRESS	10
3.2. THE UNIVERSITY COUNCIL	11
3.3. THE FACULTY SENATE	15
3.4. THE STEERING COMMITTEE	18
3.5. OFFICE OF ACADEMIC GOVERNANCE	21
SECTION 4. UNIVERSITY STANDING COMMITTEES	22
4.1. ESTABLISHMENT OF STANDING COMMITTEES	22
4.2. GENERAL RULES GOVERNING STANDING COMMITTEES	22
4.3. UNIVERSITY COMMITTEE ON ACADEMIC GOVERNANCE	24
4.4. UNIVERSITY COMMITTEE ON UNDERGRADUATE EDUCATION	25
4.5. UNIVERSITY COMMITTEE ON CURRICULUM	26
4.6. UNIVERSITY COMMITTEE ON FACULTY AFFAIRS	27
4.7. UNIVERSITY COMMITTEE ON FACULTY TENURE	28
4.8. UNIVERSITY COMMITTEE ON GRADUATE STUDIES	28
4.9. UNIVERSITY COMMITTEE ON STUDENT AFFAIRS	29
SECTION 5. OTHER UNIVERSITY LEVEL COMMITTEES	31
5.1. UNIVERSITY COUNCIL ADVISORY-CONSULTATIVE COMMITTEES	31
5.2. ATHLETIC COUNCIL	31
5.3. FACULTY HEALTHCARE COUNCIL	33
5.4. AD HOC COMMITTEES OF THE UNIVERSITY COUNCIL	34
SECTION 6. UNIVERSITY STUDENT-FACULTY JUDICIARIES	35
6.1. STUDENT-FACULTY HEARING BOARD	35
6.2. UNIVERSITY GRADUATE JUDICIARY	35
6.3. UNIVERSITY ACADEMIC INTEGRITY HEARING BOARD	35
6.4. UNIVERSITY STUDENT APPEALS BOARD	35
SECTION 7. ADMINISTRATIVE SUPPORT OF ACADEMIC GOVERNANCE	37
SECTION 8. INTERPRETATION AND AMENDMENT	38

PREAMBLE

Under its bylaws and Michigan's Constitution, the Board of Trustees has the responsibility to develop a free and distinguished university and to promote the welfare of mankind through teaching, research, and public service. The Board of Trustees exercises final authority and responsibility for University governance within the bounds fixed by the State Constitution.

In exercising its responsibility, the Board delegates to the President and, through him or her, to the faculty appropriate authority and jurisdiction over matters for which they are accountable to the Board. In other cases, for example, faculty appointments, promotions, and tenure, the Board does not delegate, but instead looks to the faculty for recommendations. The specific powers delegated to the faculty are detailed in the Bylaws of the Board of Trustees. The Board also has declared its intention to give due consideration to the opinions of students on matters directly related to their interest. [As students are the central part of the University community, student participation in academic governance is crucial. Students' views are key to the decision-making process, and these Bylaws attempt to recognize that importance.](#)

It is important to specify the manner and process by which the faculty and students develop and communicate their views to the President and the Board. These *Bylaws for Academic Governance (Bylaws)* are designed to provide an effective system for the participation of faculty and students in the development of policy on academic matters.

SECTION 1. DEFINITIONS

1.1. THE FACULTY

1.1.1. Composition of the Faculty

- 1.1.1.1. The regular faculty shall consist of all persons appointed under the rules of tenure and holding the rank of professor, associate professor, or assistant professor, and all persons appointed as librarians.
- 1.1.1.2. The fixed-term faculty shall consist of all persons holding the rank of professor, associate professor, assistant professor, or instructor, but not appointed under the rules of tenure.
- 1.1.1.3. The health professions faculty shall consist of all faculty appointed in the Health Programs Faculty Appointment System who hold the rank of professor, associate professor, or assistant professor in the College of Human Medicine, Nursing, Osteopathic Medicine, or Veterinary Medicine.
- 1.1.1.4. The Facility for Rare Isotope Beams/National Superconducting Cyclotron Laboratory (FRIB/NSCL) faculty shall consist of all faculty appointed in the FRIB/NSCL Faculty Appointment System holding the rank of professor, associate professor, or assistant professor.
- 1.1.1.5.
- 1.1.1.6. The honorary faculty shall consist of visiting professors and professors emeriti.
- 1.1.1.7. The foregoing provisions do not preclude Presidential action to bestow certain “faculty privileges” upon employees of the University who are not members of the faculty.

1.1.2. Faculty Voting Rights

- 1.1.2.1. The voting faculty in the election of University-level councils and committees shall be all regular faculty, health professions faculty, and FRIB/NSCL faculty. Voting faculty also includes full-time fixed-term faculty who have served at least three consecutive years and who are engaged in the academic activities of the University, and
 - 1.1.2.1.1.
- 1.1.2.2. The voting faculty in the election of department, school, or college councils and committees and in elections pertaining to department, school, or college policies and decisions shall include all regular faculty engaged in the academic activities of that unit and may, if so provided by unit bylaws, also include health professions faculty, FRIB/NSCL faculty, fixed-term faculty, honorary faculty, specialists, lecturers, research associates, assistant instructors, or adjunct faculty.

- 1.1.2.3. A faculty member jointly appointed to two or more units may vote only once in a given election. In elections voted upon by two or more units, the faculty member shall vote in the unit which has primary responsibility for initiating personnel action, with respect to that faculty member.
- 1.1.2.4. A regular faculty member, health professions faculty member, or FRIB/NSCL faculty member may be elected to an academic governance body as a representative of any unit in which that faculty member holds faculty status.
- 1.1.2.5. A full-time fixed-term faculty member who has served at least three consecutive years
may be elected to an academic governance body, with the exception of the University Committee on Faculty Tenure, as a representative of any unit in which the person holds faculty status.

1.2. THE STUDENTS

1.2.1. Student Constituency of the University

- 1.2.1.1. The student constituency shall consist of all persons officially enrolled as students in the University except those who are also defined as faculty in [1.1.1](#). A person who has enrolled for two consecutive semesters may retain student status for one semester when not enrolled, if the person has not been awarded a degree, enrolled as a degree candidate at another college or university, or been withdrawn or recessed by the University.
- 1.2.1.2. Students who are enrolled in graduate non-degree programs, as candidates for graduate degrees, or as candidates for graduate-professional degrees, shall be deemed graduate students for purposes of these *Bylaws*.
- 1.2.1.3. All other students shall be deemed undergraduate students.

1.2.2. Student Constituency of an Academic Unit

- 1.2.2.1. The student constituency of a unit for the purpose of selecting student representatives from that unit to serve on higher unit committees shall be all students who have declared with the Registrar a major or major preference (in the case of lower-division students) in an academic program in the unit.
- 1.2.2.2. The student constituency for purposes, other than that specified in [1.2.2.1](#), shall be all students who have declared a major or major preference in an academic program in the unit and may include other students as specified in the bylaws of the unit.

1.2.3. Student Participation in Academic Governance

- 1.2.3.1. Student participation in an academic governance body shall in all cases be in the same mode as faculty participation, except for matters reserved to the faculty. The matters reserved to the faculty are:
 - 1.2.3.1.1. Policy concerning salary, leaves, insurance, retirement, and fringe benefits of faculty.
 - 1.2.3.1.2. Decisions concerning the appointment, salary, reappointment, promotion, tenure, or dismissal of individual faculty members.

1.2.3.1.2.1. Evidence from students regarding the teaching performance of faculty may, as relevant, be considered in decisions concerning the above matters.

1.2.3.1.3. Matters affecting the professional responsibility of the faculty to establish and maintain the intellectual authority of the University.

1.3. MODES OF PARTICIPATION

There are four modes of faculty and student participation identified for use in academic governance.

1.3.1. Consultation—A body of faculty or students consults with and informs an administrator who has authority and responsibility to make a decision. Such a committee is not a deliberative body; it does not vote. Rather, the members express their views to inform an administrator's decision.

1.3.2. Advisory—A deliberative body of faculty or students recommends policies to an administrator who is authorized to make decisions. The administrator is not bound by the recommendations and accepts responsibility for the decisions.

1.3.3. Shared Responsibility—A deliberative body of faculty or students makes recommendations to an administrator. If the administrator and deliberative body cannot agree and action must be taken, the recommendations of the administrator and the deliberative body will be submitted in writing to the appropriate administrator at the next higher administrative level for decisions by that administrator. Delegated Authority—A deliberative body of faculty or students is authorized to make decisions on specified matters. Such decisions are subject to administrative review, but will be altered only in exceptional circumstances.

1.4. SPECIAL RULES

1.4.1. **Ex-officio membership.** Except as limited or prohibited in these *Bylaws*, ex-officio members of governance bodies—those who serve on the body by virtue of an office held—have both voice and vote.

1.4.2. **Designees.** Except as limited or prohibited in these *Bylaws*, a designee may serve in the stead of a member of a governance body who is absent from a meeting. Such designees must have the same eligibility and constituency as the replaced member, and shall have the same rights and privileges as the member replaced. The attendance record of a member who provides a designee shall be unaffected.

1.4.3. **Absences and removal.** Members who fail to attend two meetings in a semester, or three meetings in a single academic year, of a particular governance body designated in these *Bylaws*, and who also fail to provide designees in their absences, shall be removed from the governance body, reducing its quorum until the members are replaced by procedures specific to the bodies.

SECTION 2. ACADEMIC GOVERNANCE IN SCHOOLS, COLLEGES, AND OTHER ACADEMIC UNITS

2.1. UNIT ACADEMIC ADMINISTRATORS

2.1.1. Academic units are those departments, schools, colleges, and other administrative units whose primary function is education, research, or creative endeavor.

2.1.2. An academic administrator is a faculty member who has authority and responsibility delegated by the President and the Board of Trustees for the administration of a unit. Administrative officers of the major education and research units of the University shall be members of the regular faculty, health professions faculty, or FRIB/NSCL faculty, except deans who shall be members of the regular faculty.

2.1.2.1. A department chairperson or school director serves as the chief representative of his or her department or school within the University. He or she is responsible for the unit's educational, research, and service programs—including the outreach components of all three; budgetary matters, academic facilities, and personnel matters, taking into account the advisory procedures of the unit. The chairperson or director has a special obligation to build a department or school strong in scholarship, teaching capacity, and service.

2.1.2.2. The deans and directors of other academic units separately reporting to the Provost are responsible for educational, research, and service programs of their units. This responsibility includes budgetary matters, academic facilities, and personnel matters in the unit, taking into account the advisory procedures of the unit.

2.1.3. Faculty and students shall advise or consult in the appointment of unit academic administrators.

2.1.3.1. The voting faculty of each department or school shall have shared responsibility with the relevant dean to determine procedures for the nomination of chairpersons and directors to be selected by the Provost.

2.1.3.2. The voting faculty of each college, as represented by the faculty members of the College Advisory Committee, shall have shared responsibility with the Provost to determine procedures for the nomination of that college's deans.

2.1.3.3. The nomination to the Provost of assistant and associate academic unit administrators shall be the responsibility of the academic administrator to whom they directly report.

2.1.4. Chairpersons, directors, and deans shall be subject to regular review at intervals not to exceed five years.

2.1.4.1. The College Advisory Committee of each college shall have shared responsibility with the Provost to determine procedures for the review of that college's dean.

2.1.4.2. At intervals not to exceed five years, the dean shall review each chairperson or school director in that college.

- 2.1.4.3. A department or school faculty shall have shared responsibility with its dean on procedures for review of a chairperson or school director.
- 2.1.4.4. There is no limit on how long an individual may continue in the position of dean, chairperson, or school director. The same rule applies to deans and directors of separately reporting units.
- 2.1.4.5. The appointment of a dean, chairperson, or director, as such, may be terminated at any time by resignation or by action of the President upon the recommendation of the Provost.
- 2.1.5. Academic administrators shall participate in academic governance as part of their administrative responsibilities.
 - 2.1.5.1. Academic administrators shall inform faculty and students of administration policies through the academic governance system as well as through other channels they deem appropriate.
 - 2.1.5.2. Academic administrators shall receive the views of faculty and students through the academic governance system, as well as through other channels they deem appropriate, in determining policies and in advising other administrators of the University.
 - 2.1.5.3. Academic administrators shall comply with these Bylaws and the bylaws of their academic units.
 - 2.1.5.4. Academic administrators shall assist and encourage the efficient and effective operation of academic governance.

2.2. UNIT ACADEMIC GOVERNANCE

- 2.2.1. The voting faculty of each academic unit shall have shared responsibility with the administrator to adopt and publish bylaws, provided they are in conformity with these Bylaws.
- 2.2.2. Academic unit bylaws shall be reviewed at intervals not to exceed five years.
 - 2.2.2.1. The bylaws of schools and departments shall be reviewed by appropriate college committees. The decisions of such committees can be appealed to the University Committee on Academic Governance.
 - 2.2.2.2. The bylaws of colleges and other academic units that are not part of a college shall be reviewed by the University Committee on Academic Governance. Decisions of the Committee can be appealed to the University Council.
- 2.2.3. The bylaws of academic units with responsibilities for undergraduate or graduate education shall include procedures for the participation of students in the decision-making processes by which policy is formed.
 - 2.2.3.1. The students in each unit who have declared a major or major preference in an academic program in the unit shall be responsible for selecting, according to procedures of their own choice, their representatives to councils and committees, as specified in unit bylaws, pursuant to [1.1.2.1](#).
 - 2.2.3.2. Each unit's bylaws shall specify the student constituency of that unit,

pursuant to [1.1.2.1](#) and [1.1.2.2](#).

- 2.2.4. Unit bylaws shall provide that the unit administrator, or the unit administrator's designee, shall generally be present at meetings of academic governance bodies in the unit.
- 2.2.5. The bylaws of each college shall provide for a College Advisory Committee of faculty and students or separate college advisory committees to serve as means of participation by faculty and students in the policy-making of the college. The composition of each College Advisory Committee shall be representative of that college's diverse academic interests.
 - 2.2.5.1. Each College Advisory Committee shall ensure that at least two of its members are members of the Faculty Senate, selecting—if necessary—from among the college representatives to the University Council one person to serve as an ex-officio member, without vote, of the College Advisory Committee. See [3.3.1.2.1](#).
 - 2.2.5.2. Each College Advisory Committee shall elect its own chairperson.
 - 2.2.5.3. Each College Advisory Committee shall publish minutes of its meetings.
- 2.2.6. The jurisdiction of unit-level academic governance shall include matters within the jurisdiction of University-level academic governance, provided that such matters are within the administrative authority of that academic unit.
- 2.2.7. Unit academic governance shall have jurisdiction over other matters, as provided in other University policies and legislation, e.g., of [Student Rights and Responsibilities at Michigan State University \(SRR\)](#), [Graduate Student Rights and Responsibilities](#), [Medical Students Rights and Responsibilities](#), and the [Faculty Grievance Policy](#).
- 2.2.8. Academic unit bylaws shall specify the modes of participation ([1.3](#)) for matters within the jurisdiction of unit academic governance. The modes of participation specified at the University level shall be the model that guides, but does not necessarily determine, the modes of participation at the academic unit level.

SECTION 3. UNIVERSITY ACADEMIC GOVERNANCE

3.1. THE ACADEMIC CONGRESS

3.1.1. Composition of the Academic Congress

- 3.1.1.1. The voting membership of the Academic Congress shall be the voting faculty as defined in [1.1](#), including the President and Provost. Honorary faculty shall be members with voice but without vote. The presiding officer may vote to break a tie.
- 3.1.1.2. The Chairperson of the Faculty Senate shall serve as the Chairperson of the Academic Congress. The Vice Chairperson of Faculty Senate shall serve as the Vice Chairperson of the Academic Congress.
- 3.1.1.3. The Chairperson presides at all meetings of the Academic Congress. In the absence of the Chairperson, the Vice Chairperson will preside at the meeting of the Academic Congress.
- 3.1.1.4. The Secretary for Academic Governance shall also serve as Secretary of the Academic Congress.

3.1.2. Functions of the Academic Congress

- 3.1.2.1. The Academic Congress will deliberate and endorse or reject items, and then refer them back to the originating body.
- 3.1.2.2. The Academic Congress shall also serve as a forum for the dissemination and exchange of ideas and information between the faculty and the administration.

3.1.3. Methods of Calling the Academic Congress

- 3.1.3.1. Meetings of the Academic Congress can be called into session by a majority vote of the faculty representatives of The Steering Committee or by the President.
- 3.1.3.2. The Academic Congress must be called into session to consider specific referred items when one of the following actions occur:
 - 3.1.3.2.1. A petition to call the Academic Congress into session to consider an item is endorsed by at least 20 percent of the voting members of the Academic Congress. The petition must include a description of the item that is referred for consideration.
 - 3.1.3.2.2. At least 50 percent plus one of the voting members of the University Council or the Faculty Senate vote to call the Academic Congress into session to consider an item. The resolution must include a description of the item that is referred for consideration.
 - 3.1.3.2.3. At least 50 percent plus one of the voting members at an official meeting of the Academic Congress at which a quorum is present vote to call the Academic Congress into session to consider an item. In this case, another meeting may be called only to consider items from the original agenda.

3.1.4. Quorum

- 3.1.4.1. A quorum of 10 percent of its voting membership plus one is necessary for the Academic Congress to consider action items that are referred to it.
- 3.1.4.2. In the event a quorum is not present, items that are referred to the Academic Congress from the Faculty Senate or the University Council ([3.1.3.2.2](#)) will be returned to the referring body for action.
- 3.1.4.3. In the event a quorum is not present, items referred to the Academic Congress for consideration by petition ([3.1.3.2.1](#)) will be referred to the Faculty Senate for consideration.
- 3.1.4.4. When the Academic Congress acts as a forum for the interchange of ideas and information, a quorum is not required. Notes will be kept of such sessions.

3.1.5. Academic Congress Agendas and Minutes

- 3.1.5.1. The agendas for Academic Congress will be set by The Steering Committee, in consultation with the President. However, if the Academic Congress was called into session by referral from the Faculty Senate or the University Council or by petition, The Steering Committee will include the referred item on the agenda. Agendas will be publicly available and circulated at least one week before the meeting.
- 3.1.5.2. Minutes of Academic Congress meetings shall be distributed to all members of the Academic Congress and the University Council.

3.2. *THE UNIVERSITY COUNCIL*

- 3.2.1. Composition of the University Council. The University Council shall be composed of the members of Faculty Senate, selected pursuant to [3.3.1](#), the Appointed Council, all faculty serving as Chairpersons of College Advisory Committees, the Chairperson of the Athletic Council, members of the Associated Students of Michigan State University (ASMSU) selected pursuant to [3.2.3.1](#), members of the Council of Graduate Students (COGS) selected pursuant to [3.2.3.2](#), Chairpersons of University-level Standing Committees, The Steering Committee, the President, the Provost, and designated ex-officio members in [3.2.1.2](#).
 - 3.2.1.1. The Appointed Council shall be composed of all Deans, the Director of Libraries, the Director of the FRIB, the President, and the Provost.
 - 3.2.1.2. The University Council shall have the following ex-officio members: Vice President for Student Affairs and Services; Vice President for Research and Graduate Studies; Vice President for Information Technology; the associate provosts; University Registrar; Athletic Council Chairperson; Faculty Grievance Official; Secretary for Academic Governance, and Ombudsperson. One representative of the faculty emeriti will serve ex officio with voice, but no vote.
- 3.2.2. Chairperson and Vice Chairperson of the University Council
 - 3.2.2.1. The Chairperson of University Council is the President. The Chairperson will preside at all meetings of University Council.
 - 3.2.2.2. The Vice Chairperson of University Council is the Provost. The Vice

Chairperson will preside at meetings of University Council when the Chairperson is not in attendance.

3.2.2.3. When both the Chairperson and the Vice Chairperson of the University Council cannot be in attendance at a meeting of University Council, the Chairperson will designate an individual to preside at that meeting.

3.2.3. The Voting Members of the University Council shall be the faculty representatives elected as members of the Faculty Senate, ASMSU and COGS student representatives, designated members of University-level Standing Committees, voting members of The Steering Committee, and the members of the Appointed Council.

3.2.3.1. ASMSU shall select a number of undergraduate student representatives to the University Council equal to one-third (1/3) of the total voting membership of the University Council. The number of representatives shall be rounded to the nearest integer. The overall selection shall ensure balanced collegiate representation.

3.2.3.1.1. Undergraduate student representatives to the University Council shall be chosen according to procedures established by the constitution of ASMSU and shall be chosen such that the diversity of the delegation is ensured.

3.2.3.2. COGS shall select a number of graduate representatives to the University Council equal to three-fiftieths (3/50) of the total voting membership of the body. The number of representatives shall be rounded to the nearest integer. No more than one graduate representative may be from a single department, with consideration being given to University wide representation insofar as possible.

3.2.3.2.1. Graduate student representatives to the University Council shall be chosen according to procedures established by the constitution of COGS and shall be chosen to ensure the diversity of the delegation.

3.2.4. Functions of the University Council

3.2.4.1. The University Council brings together faculty, student, and administration representatives to discuss issues that involve the entire University. While the Faculty Senate may seek input from the University Council on proposals regarding curricular issues, faculty tenure and promotion issues, and faculty salary and benefits issues, the primary focus of discussion in the University Council is on other issues that are not the core responsibility of the Faculty Senate.

3.2.4.2. The University Council shall consider and act upon all matters within its purview brought before it by The Steering Committee, shall consider and act upon all matters brought before it by the President or Provost, and shall provide a forum for the dissemination of information and exchange of views regarding University policy.

3.2.4.3. The University Council shall consider all major issues related to educational policy. The mode of participation shall be that which is specified on the matter in the ascription of functions to University-level Standing Committees ([4.3-](#)

[4.9](#)).

- 3.2.4.4. The University Council's role is to communicate its views on key issues facing the University.
 - 3.2.4.5. The University Council may refer items to the Academic Congress for consideration and action.
 - 3.2.4.6. The University Council may consult on any other matter pertaining to the general welfare of the University.
 - 3.2.4.7. The University Council shall propose procedures to the Board of Trustees for the participation of faculty and students in the selection of the President.
 - 3.2.4.8. The University Council shall develop procedures acceptable to the President for the participation of faculty and students in the selection of administrators of University-level units who are involved in the administration of policies significantly affecting the academic programs of the University.
 - 3.2.4.8.1. These administrative positions are the Provost, the Vice President for Research and Graduate Studies, the Vice President for Student Affairs and Services, the Dean of Undergraduate Studies, the Dean of The Graduate School, the Dean of International Studies and Programs, the Director of Libraries, and the Dean of the Honors College.
 - 3.2.4.9. Except for the Board of Trustees, the University Council shall be the final authority with regard to the interpretation of these *Bylaws* ([4.3.4](#)).
 - 3.2.4.10. The University Council may propose, by majority vote, changes in these *Bylaws* ([8.30](#)).
 - 3.2.4.11. The University Council shall act on amendments to these *Bylaws*. Proposed amendments can originate from the University Council itself, from the Faculty Senate, or from University-level Standing Committees through referral to the University Committee on Academic Governance.
- 3.2.5. University-level Standing Committees Reporting to University Council
- 3.2.5.1. University-level Standing Committees that deal predominantly with issues other than the curriculum and faculty life (e.g., tenure and promotion, salary, benefits) report to University Council. Such committees include the University Committee on Student Affairs, the University Committee on Undergraduate Education, the University Committee on Graduate Studies, and the University Committee on Academic Governance.
 - 3.2.5.2. The Athletic Council reports to the University Council. The form and frequency of its reporting will be determined by The Steering Committee, but in no case will the frequency of reporting be less than once each academic year. The Athletic Council, through its chairperson, will also respond within a reasonable time to questions asked by the University Council.
- 3.2.6. Procedures of the University Council
- 3.2.6.1. The President or, in the President's absence, the Provost, shall preside at meetings of the University Council. The Secretary for Academic Governance shall be Secretary of the University Council and shall serve as a non-voting ex-

officio member of the University Council.

3.2.6.2. The University Council shall normally meet at least once each month during the academic year. The President or The Steering Committee may also call a special meeting of the University Council. The Steering Committee may cancel a University Council meeting if there are no agenda items that must be considered. The Steering Committee shall prepare the agenda for each University Council meeting. Each meeting agenda will include an item enabling new business to be introduced from the floor. The agenda will be publicly available and circulated the meeting to which it relates. The meetings of the University Council shall be open. Observers shall be seated separately.

3.2.6.3. A quorum for conducting the business of the University Council is 50 percent plus one.

3.2.6.4. On all recommendations concerning major academic policies, a University-level Standing Committee report, or a brief summary thereof compiled by the committee chairperson, shall be made publicly available at the time it is submitted to the University Council.

3.2.6.5. The Faculty Senate, the Appointed Council ([3.2.1.1](#)), ASMSU, or COGS may, by a majority vote of those present and voting, refer matters to the University Council. Such recommendations shall be placed on the agenda of the University Council by The Steering Committee.

3.2.6.6. The University Council shall establish its own rules and procedures. The Faculty Senate, ASMSU, and COGS shall keep minutes of their meetings, which shall be made public through the Academic Governance website.

3.2.7. Functions of ASMSU

3.2.7.1. ASMSU shall consider and act upon all recommendations to University Council regarding student academic rights and responsibilities and judicial procedures; upon any proposed amendment to or revision of [Student Rights and Responsibilities at Michigan State University \(SRR\)](#) prior to its consideration by University Council; upon all matters brought before it by the President, the Provost, or the Vice President for Student Affairs and Services; and upon all matters on which its constitution requires such action.

3.2.7.2. On any matter brought before ASMSU the mode of participation shall be that which is specified on the matter in the ascription of functions to University-level Standing Committees ([4.3–4.9](#)).

3.2.8. Functions of COGS

3.2.8.1. COGS shall consider and act upon all recommendations to University Council regarding student academic rights and responsibilities and judicial procedures; upon any amendment to or revision of the [SRR](#), and [Graduate Student Rights and Responsibilities](#) prior to its consideration by University Council; upon all matters brought before it by the President, the Provost, or the Vice President for Student Affairs and Services; and upon all matters on which its constitution requires such action.

3.2.8.2. On any matter brought before COGS, the mode of participation shall be that which is specified on the matter in the ascription of functions to University-level Standing Committees ([4.3–4.9](#)).

3.3. THE FACULTY SENATE

3.3.1. Composition of the Faculty Senate

3.3.1.1. The first contingent of voting members of the Faculty Senate will be composed of faculty representatives from each college at the University. The college advisory committee/council in each college will conduct the election of that college's representatives. The Secretary for Academic Governance will oversee the elections.

3.3.1.2. Elected Faculty Representatives

3.3.1.2.1. Each college shall have at least two representatives, one of whom will be the Chairperson of the College Advisory Committee. Each college shall have one additional representative for every additional fifty voting faculty in excess of one hundred ([1.1.2.1](#)) not to exceed five total representatives. Each college with three or more representatives shall have at least one non-tenured faculty member among its representatives. See [2.2.5.1](#).

3.3.1.2.2. For purposes of determining the number of elected representatives on the Faculty Senate to which a college is entitled, the number of voting faculty ([1.1.2.1](#)), shall be the total number of faculty for whom the academic units in the college have primary responsibility for initiating personnel actions ([1.1](#)). For purposes of determining the number of faculty members required for the conduct of governance in accordance with these *Bylaws*, the census of the voting faculty will be provided to the Secretary for Academic Governance by the Office of the Provost no later than October 1 of each year.

3.3.1.2.3. Each college's faculty representatives shall be elected at-large during the spring semester by ballot supervised by the College Advisory Committee. A department or school may not have more than one representative unless the college's departments are so few that such a limitation would reduce the college's representatives to the Faculty Senate as determined by [3.3.1.2.2](#). Nomination procedures shall be stated in college bylaws.

3.3.1.2.4. All regular faculty members of the University who are not represented through colleges (non-college faculty) or who are not otherwise named in the membership of the Faculty Senate shall have representation as specified for colleges in [3.3.1.2.2](#) and [3.3.1.2.3](#). The Secretary for Academic Governance shall supervise nomination procedures.

3.3.1.2.5. The methods of election of representatives for non-college faculty and those colleges that are not departmentally organized shall be similar to those prescribed for departmentally organized colleges and shall assure representation of their diverse academic interests.

3.3.1.2.6. The term of office of an elected faculty representative shall be two

years and shall begin August 16. No individual may serve more than two consecutive terms from the same constituency. Representatives of each college or unit shall serve staggered terms.

3.3.1.2.7. If, for any reason, an elected faculty representative is unable to serve for a period of one academic semester or more, a replacement shall be selected by the relevant College Advisory Committee, as provided by college bylaws. The non-college faculty shall establish procedures for this purpose in cooperation with the Secretary for Academic Governance.

3.3.1.3. The second contingent of voting members of the Faculty Senate consists of the at-large faculty representatives on The Steering Committee (3.4.1.2).

3.3.1.4. The third contingent of voting members of the Faculty Senate consists of the individuals who sit as chairpersons of the University-level Standing Committees.

3.3.1.5. The President, the Provost, one elected member from ASMSU, one elected member from COGS, and the Chairperson of the Athletic Council will serve as ex-officio members of the Faculty Senate, with voice, but no vote.

3.3.1.6. One representative of the faculty emeriti will serve as an ex-officio member of the Faculty Senate, with voice, but no vote.

3.3.1.7. The Secretary for Academic Governance shall be the Secretary of the Faculty Senate and shall serve as a non-voting ex-officio member of the Faculty Senate.

3.3.2. Chairperson of the Faculty Senate

3.3.2.1. The Chairperson of the Faculty Senate will be selected by all voting members of the Faculty Senate from a slate made up of the at-large faculty representatives sitting on The Steering Committee. The at-large members receiving the two highest vote totals will constitute the final slate. Voting will be conducted again, and the at-large member receiving the majority of the votes will be declared the Chairperson of the Faculty Senate and the other candidate will be declared the Vice Chairperson. Their terms are one year. The Chairperson of Faculty Senate also serves as Chairperson of The Steering Committee and Chairperson of the Academic Congress. The Vice Chairperson of the Faculty Senate also serves as the Vice Chairperson of The Steering Committee and Vice Chairperson of the Academic Congress.

~~3.3.2.2. The Chairperson of the Faculty Senate will preside at meetings of the Faculty Senate. In the absence of the Chairperson, the Vice Chairperson will preside.~~

3.3.3. Procedures of the Faculty Senate

3.3.3.1. The Chairperson of the Faculty Senate will preside at meetings of the Faculty Senate. In the absence of the Chairperson, the Vice Chairperson will preside.

3.3.3.2. Quorum for Faculty Senate Meetings. The quorum for conducting the business of the Faculty Senate is 50 percent of its voting membership plus one.

3.3.3.3. The Faculty Senate shall normally meet at least once each month during the academic year.

3.3.3.4. The faculty members of The Steering Committee shall prepare the agenda for each Faculty Senate meeting. The agenda will be publicly available and circulated at least one week prior to the meeting to which it relates. Each meeting agenda will include an item enabling new business to be introduced from the floor. The Steering Committee may cancel a Faculty Senate meeting if there are no agenda items that must be considered.

~~3.3.2.2.1.~~

3.3.3.5. Meetings of the Faculty Senate shall be open. Observers shall be seated separately.

3.3.3.3.4. Functions of the Faculty Senate

3.3.3.1.3.3.4.1. The Faculty Senate is a deliberative, representative, and legislative body for Michigan State University faculty. As such, the Faculty Senate is the major, regularly meeting body in which curricular issues, faculty tenure and promotion issues, and faculty salary and benefits issues are presented. Advice may be sought from the University Council. The Faculty Senate's role is to communicate its position to the administration on these issues.

3.3.3.2.3.3.4.2. The Faculty Senate acts on issues referred to it by The Steering Committee.

3.3.3.3.3.3.4.3. The Faculty Senate makes recommendations, provides advice, and speaks for University faculty on proposals developed in the University-level Standing Committees.

3.3.3.4.3.3.4.4. The Faculty Senate discusses issues brought to it by faculty, students, college advisory committees, and administrators, and communicates its position on these issues on behalf of all University faculty.

3.3.3.5.3.3.4.5. The Faculty Senate will seek broad faculty input on major initiatives before the University community.

3.3.3.6.3.3.4.6. The Faculty Senate obtains and synthesizes the opinion of the faculty to form recommendations on key issues facing the University, and communicates those recommendations to the President and the Provost.

3.3.3.7.3.3.4.7. Members of the Faculty Senate have the responsibility to represent their constituents on issues that should be considered by the governance system.

3.3.3.8.3.3.4.8. The Faculty Senate may refer items to the Academic Congress for its consideration.

3.3.3.9.3.3.4.9. The Faculty Senate may propose changes to these *Bylaws*. *Bylaws* changes ~~approved~~proposed by the Faculty Senate ~~shall~~may be submitted to the University Committee on Academic Governance for comment and~~or~~ may be introduced to the University Council directly by a member of the University Council. The Board of Trustees must approve *Bylaws* changes.

3.3.3.10.3.3.4.10. The University Council will consult with the Faculty Senate before it approves any amendments to those sections of the SRR that set forth the role of the faculty in the instructional process.

~~3.3.3.11~~3.3.4.11. On any matter brought before the Faculty Senate, the mode of participation shall be that which is specified on the matter in the ascription of functions to University-level Standing Committees (4.3–4.9).

3.3.4.3.3.5. University-level Standing Committees Reporting to Faculty Senate

3.3.4.1.3.3.5.1. University-level Standing Committees that address issues of curriculum and deal predominantly with issues of faculty life (e.g., tenure and promotion, salary, benefits) report to the Faculty Senate.

3.3.4.2.3.3.5.2. The University Committee on Faculty Affairs (UCFA) will report to the Faculty Senate. UCFA may request an opportunity for its representatives to appear before University Council to obtain feedback from the entire University community.

3.3.4.3.3.5.3. The University Committee on Faculty Tenure (UCFT) will report to the Faculty Senate. UCFT may request an opportunity for its representatives to appear before University Council to obtain feedback from the entire University community.

3.3.4.4.3.3.5.4. University Committee on Curriculum (UCC) will report to the Faculty Senate. UCC may request an opportunity for its representatives to appear before University Council to obtain feedback from the entire University community.

~~3.3.5.3.3.6.~~ University-level Standing Committees Reporting to Faculty Senate in Exceptional Situations

3.3.5.1.3.3.6.1. The University Committee on Student Affairs (UCSA) will report to the University Council, provided that recommendations by UCSA that affect professional rights and responsibilities of faculty must have been approved by the Faculty Senate before consideration by the University Council.

3.3.5.2.3.3.6.2. The University Committee on Undergraduate Education (UCUE) will report to the University Council, provided that on issues of establishment, moratorium, discontinuance, and merger of programs, the University Council and the Faculty Senate will be informed of UCUE's consultation with the Provost.

3.3.5.3.3.3.6.3. The University Committee on Graduate Studies (UCGS) will report to the University Council, provided that on issues of establishment, moratorium, discontinuance, and merger of programs, the University Council and the Faculty Senate will be informed of UCGS's consultation with the Provost.

~~3.3.6. The Steering Committee will prepare Faculty Senate agendas. Each meeting agenda will include an item allowing new business to be introduced from the floor.~~

3.4. THE STEERING COMMITTEE

3.4.1. Composition of The Steering Committee

3.4.1.1. The Steering Committee shall be composed of (a) five members of the faculty, elected at-large; (b) the chairpersons of the University-level Standing Committees; (c) the Vice President of Academic Affairs of ASMSU, and the

President of the COGS, who will have voting rights on all matters not reserved to the faculty ([1.2.3.1.1](#)); (d) one undergraduate student chosen from the voting members of ASMSU, and one graduate student selected from the student members of COGS who will have voting rights on all matters not reserved to the faculty.

- 3.4.1.2. At-large faculty members of The Steering Committee shall be designated as members of the Faculty Senate, but may not serve concurrently as college representatives or as members of any other University-level Standing Committees.
 - 3.4.1.2.1. The term of office for the at-large faculty members shall be two years and shall begin on August 16. No individual may serve more than two consecutive terms. Either two or three at-large faculty members shall complete their terms each year.
 - 3.4.1.2.2. At-large faculty members of The Steering Committee shall be elected by the voting faculty of the Academic Congress in an annual spring semester election supervised by the Secretary for Academic Governance. Election shall be by a plurality of votes.
 - 3.4.1.2.2.1. The University Committee on Academic Governance will solicit recommendations from all faculty. A nomination slate will be developed for the Faculty Senate to endorse and send to the Academic Congress for election.
 - 3.4.1.2.2.2. Each nominee shall provide to the Secretary for Academic Governance a brief vita and a short statement that shall be distributed with the ballot.
 - 3.4.1.2.3. If for any reason an at-large faculty member of The Steering Committee is unable to serve for a period of one academic semester or more, a replacement for the remainder of the term of office shall be appointed by the Faculty Senate upon nomination by the faculty members of the University Committee on Academic Governance.
 - 3.4.1.2.4. The term of office for student members of The Steering Committee shall be one year. No student may serve more than two consecutive terms on The Steering Committee unless that student holds the office of President of COGS or ASMSU Vice President of Academic Affairs, in which event the student may serve on The Steering Committee while holding that office. Student members of The Steering Committee will be identified by the end of each spring semester.
 - 3.4.1.2.4.1. Student members of The Steering Committee shall be chosen from the voting membership of ASMSU and COGS.
 - 3.4.1.2.4.2. Should a student member leave The Steering Committee, a replacement shall be chosen by ASMSU in the case of an undergraduate student, or COGS in the case of a graduate student.
- 3.4.1.3. The [President and](#) Provost shall be ex-officio members of The Steering Committee. The Secretary for Academic Governance shall be an ex-officio member of The Steering Committee and shall serve as Secretary to The

Steering Committee, having voice but no vote. Along with support to academic governance, the Office of Academic Governance will supply clerical and administrative assistance to The Steering Committee.

3.4.1.4. The Chairperson of The Steering Committee shall be elected annually pursuant to [3.3.2.1](#).

3.4.1.5. A quorum of The Steering Committee will consist of 50 percent of its members, plus one.

3.4.2. Functions and Procedures of The Steering Committee

3.4.2.1. The faculty members of The Steering Committee shall meet periodically with the President and the Provost for an exchange of information and views on University policy.

3.4.2.2. The Steering Committee shall act on behalf of the University Council when, in the judgment of a majority of the membership of The Steering Committee, action is needed before the University Council can be called into session. The President, or, in the event of the President's absence, the Provost will chair such meetings. Actions taken at such meetings shall be reported to the University Council as information items and are subject to review by the University Council. Such meetings shall be called by the President, in consultation with The Steering Committee or a sub-committee of The Steering Committee designated to act on matters of agenda.

3.4.2.3. The faculty members of The Steering Committee shall act on behalf of the Faculty Senate when, in the judgment of a majority of the membership of The Steering Committee, action is needed before the Faculty Senate can be called into session. The Chairperson of The Steering Committee will chair such meetings. Such meetings may be called by the faculty members of The Steering Committee or by the Chairperson of The Steering Committee. Decisions taken at such meetings shall be reported to the Faculty Senate as information items and are subject to review by the Faculty Senate.

3.4.2.4. The Steering Committee shall advise the Provost regarding the appropriate faculty, academic, and student governance bodies, if any, to consult on proposals for establishment, moratorium, discontinuance, or merger of basic academic units, including departments, schools, institutes, colleges, and the Graduate School.

3.4.2.5. The Steering Committee shall receive proposals for action in academic governance from individual faculty or students, and from faculty or student groups and organizations.

3.4.2.5.1. The Steering Committee shall, where appropriate, refer matters brought to it to councils or committees for consideration.

3.4.2.5.2. When an issue is referred to more than one University-level Standing Committee for consideration, The Steering Committee shall designate one University-level Standing Committee the "lead committee" on that issue and make it responsible for any report on that issue.

3.4.2.6. The Steering Committee shall prepare the agenda for meetings of the University Council. Before each meeting of the University Council, The

Steering Committee, or a sub-committee designated for matters of agenda shall hold a duly announced open meeting at which suggestions for agenda items will be heard.

3.4.2.7. The faculty members of The Steering Committee, or a sub-committee designated for matters of agenda, shall, in consultation with the President or Provost, prepare the agenda for meetings of the Faculty Senate and the Academic Congress. Before any meeting of those bodies, The Steering Committee will hold a duly announced open meeting at which suggestions for agenda items will be heard.

3.4.2.8. The Steering Committee shall report to the University Council.

3.4.2.9. The Steering Committee will implement and support communication to and from faculty, in print, electronically, and by direct interaction.

3.4.2.10. The Steering Committee will communicate regularly with the College Advisory Committees to encourage and implement strong interaction between University-level and college-level academic governance.

3.4.2.11. The Chairperson and Vice Chairperson of The Steering Committee (or other faculty members of the committee if they are unavailable) shall represent the faculty to the Board of Trustees in the event that urgent action is anticipated by the Board and there is inadequate time for calling a formal meeting of the Faculty Senate.

3.5. OFFICE OF ACADEMIC GOVERNANCE

3.5.1. The Secretary for Academic Governance will direct the Office of Academic Governance.

3.5.2. The Secretary for Academic Governance shall be appointed by the President in consultation with The Steering Committee, and they shall review the appointment at periods not to exceed five years.

3.5.3. The Secretary for Academic Governance shall be the parliamentarian with regard to the *Bylaws*, and shall serve as a non-voting, ex-officio member of the University Council, the Faculty Senate, The Steering Committee, the Academic Congress, and the General Assembly of ASMSU.

3.5.4. The Secretary for Academic Governance will serve as a liaison between ASMSU and academic governance, and between COGS and academic governance, for the purpose of encouraging student representation in academic governance.

3.5.5. The Office of the Secretary for Academic Governance, along with other administrative offices, provides staff support to The Steering Committee, the University Council, the Faculty Senate, and the University-level Standing Committees in the execution of responsibilities directly and indirectly expressed in these *Bylaws*. The Secretary for Academic Governance shall supervise elections to the University Council, and of the at-large faculty of The Steering Committee, with review by the University Committee on Academic Governance.

SECTION 4. THE UNIVERSITY-LEVEL STANDING COMMITTEES

4.1. ESTABLISHMENT OF STANDING COMMITTEES.

There shall be the following University-level Standing Committees within Academic Governance

- University Committee on Academic Governance (UCAG)
- University Committee on Undergraduate Education (UCUE)
- University Committee on Curriculum (UCC)
- University Committee on Faculty Affairs (UCFA)
- University Committee on Faculty Tenure (UCFT)
- University Committee on Graduate Studies (UCGS)
- University Committee on Student Affairs (UCSA)

4.2. GENERAL RULES GOVERNING STANDING COMMITTEES

4.2.1. Composition of Standing Committees

- 4.2.1.1. The composition of each Standing Committee is specified in the description of each committee. The number of members for each committee is monitored by the University Committee on Academic Governance ([4.3–4.9](#)).
- 4.2.1.2. Unless otherwise provided, no college shall have more than one faculty representative on a Standing Committee.
- 4.2.1.3. Unless provided otherwise in detailed descriptions below, the term of office for faculty members on Standing Committees shall be ~~three~~[two](#) years. Provisions shall be made to stagger elections. Terms of office shall begin August 16.
- 4.2.1.4. The term of office for student members on Standing Committees shall be one year, renewable. Terms of office shall begin on the first day of summer semester classes.
- 4.2.1.5. No individual may serve more than ~~two~~[three](#) consecutive terms on the same Standing Committee as a representative of the same constituency. [Members may return to a Standing Committee on which they have already served two full terms after three years \(one full term\).](#)
- 4.2.1.6. No individual may serve concurrently as a voting member of more than one Standing Committee.
- 4.2.1.7. Election and appointment to Standing Committees shall take place in the spring of each year.
- 4.2.1.8. If for any reason a member of a Standing Committee is unable to serve for a period of one or more semesters, a replacement shall be named for that period. The selection of the replacement shall take place in the same manner as the selection of the member unable to serve.
- 4.2.1.9. Where faculty members of Standing Committees are selected from the elected faculty on the University Council, they shall be elected by the Faculty

Senate from a list of nominees chosen by the faculty of the University Committee on Academic Governance. The number of nominees shall be at least 1.5 times the number of positions to be filled.

- 4.2.1.10. Where faculty members of a Standing Committee are elected in college elections, nominating procedures shall be specified in college bylaws. Colleges may, in their bylaws, authorize the election to any Standing Committee, except the University Committee on Faculty Tenure, of full-time fixed-term faculty who have served at least three consecutive years, or of specialists in the continuing appointment system.
 - 4.2.1.11. Unless otherwise provided, undergraduate student members of Standing Committees shall be elected by ASMSU, and graduate student members of Standing Committees shall be elected by COGS. Elections shall be held prior to the end of spring semester.
 - 4.2.1.12. Elections to all Standing Committees shall be completed prior to May 1.
- 4.2.2. General Procedures of Standing Committees
- 4.2.2.1. After Standing Committees for the next year have been constituted in the spring, each new committee shall use its best efforts to meet prior to the end of spring semester to elect its chairperson and vice chairperson. These officers must be elected no later than the first committee meeting of the next academic year.
 - 4.2.2.2. The chairperson of each Standing Committee shall prepare a report at the end of each semester, summarizing the activities and actions of the committee during that semester, and its projected activities for the next semester. The mid-year report will summarize matters of significant concern to the committee and will be submitted by December 31st. The end-of-the-semester summaries will be posted through the website for Academic Governance. The Secretary for Academic Governance shall distribute these with the agenda or minutes for the University Council ([3.2.6](#)) or the Faculty Senate ([3.3.4](#)), as appropriate. At least once each academic year, each chairperson shall report at a meeting of the Faculty Senate or the University Council, as appropriate. The Secretary for Academic Governance shall establish the schedule for these reports.
 - 4.2.2.3. The chairperson of each Standing Committee shall submit an annual written report of that committee's activities and actions to the Academic Governance Office by August 31. Summaries of these reports shall be posted through the website for Academic Governance. Each Standing Committee's chairperson shall regularly report to The Steering Committee on the work of that committee.
 - 4.2.2.4. Standing Committees are encouraged to call on diverse members of the University community for the perspective that they may bring to the consideration of issues. Such individuals are asked to render such services as the relevant committee may reasonably request.
 - 4.2.2.5. Standing Committees shall establish their own rules and procedures, as long as they are not in conflict with these *Bylaws*.

4.2.2.6. Subcommittees or ad hoc committees exist at the discretion of the parent Standing Committees, which shall review the need for such subcommittees or ad hoc committees annually or at the conclusion of the period for which such subcommittee or ad hoc committee was constituted.

4.2.3. General Functions of Standing Committees

4.2.3.1. Standing Committee members shall represent the interests of the entire University.

4.2.3.2. Standing Committees shall initiate recommendations to, and communicate with, the Faculty Senate ([3.3.5](#)), or the University Council ([3.2.5](#)), as appropriate. Subject to the review of Faculty Senate or University Council, each Standing Committee may make recommendations to the Provost and other administrators, as indicated in these *Bylaws*, on matters within the purview of the committee.

4.2.3.3. Each Standing Committee shall respond to reasonable requests for [information](#), [consultation](#), or advice from administrators, [trustees](#), [faculty](#), and [students](#) who initiate requests on matters within the purview of that committee.

4.2.3.4. Standing Committees shall regularly review their composition, procedures, and functions and recommend appropriate *Bylaws* revisions to the University Committee on Academic Governance.

4.2.4. Meetings of Standing Committees

4.2.4.1. The administrator(s) being advised by a Standing Committee shall be present at meetings of the committee except by mutual agreement.

4.2.4.2. Each Standing Committee shall schedule its own meetings, noting the schedule for all such committees established by the Secretary for Academic Governance, and shall post the schedule through the website for Academic Governance.

4.2.4.3. Standing Committee meetings shall ordinarily be open, but any such Committee may formulate procedures for closing some of its meetings for stated reasons. When a meeting is to be closed, the reasons for such closure will be announced publicly through the website for Academic Governance.

4.2.4.4. Each Standing Committee shall determine its own agenda. Members of The Steering Committee, administrators, faculty, and students may suggest x items for a committee's agenda. Announcements of Standing Committee meetings must be posted through the website for Academic Governance at least one week in advance of the meeting, include the time and place of the meeting, and an agenda.

4.2.4.5. The quorum for Standing Committees, except as provided in each committee's procedures, shall be fifty percent plus one.

4.3. UNIVERSITY COMMITTEE ON ACADEMIC GOVERNANCE

4.3.1. The University Committee on Academic Governance (UCAG) shall include a faculty member from each college, and a faculty member from the non-college

faculty. Eligibility to serve on UCAG is limited to faculty members who have previously served on a University-level Standing Committee or the Faculty Senate. Three undergraduate student members of ASMSU, two graduate student members from COGS, the Provost, and the Secretary for Academic Governance shall be ex-officio members of UCAG.

4.3.1.1. The UCAG shall report to the University Council.

4.3.1.2. The chairperson of the UCAG shall be a member of The Steering Committee, and thus of the Faculty Senate and the University Council.

4.3.2. The UCAG shall nominate to the University Council individuals who may be appointed to University-level Advisory-Consultative Committees, and other committees as may be requested by the University Council.

4.3.2.1. Only the faculty members of the UCAG shall nominate faculty to the committees listed in [4.3.2.](#)

4.3.2.2. ASMSU shall appoint undergraduate students to fill the vacant undergraduate student positions on the committees of [4.3.2](#) in accordance with the procedures outlined in ASMSU's bylaws. COGS shall appoint graduate and professional students to fill the vacant graduate student positions on the committees of [4.3.2](#) in accordance with the procedures outlined in COGS bylaws.

4.3.2.3. The Secretary for Academic Governance shall provide staff assistance to UCAG in developing nominations.

4.3.3. The UCAG shall conduct a continuing review of the *Bylaws* and shall be responsible for recommending amendments in these *Bylaws* to the University Council.

4.3.4. The UCAG shall interpret these *Bylaws* subject to review by the University Council.

[4.3.5.](#) The UCAG shall review college bylaws for consistency with these *Bylaws*. It shall review each college's bylaws at least once every five years.

~~4.3.5.~~[4.3.6.](#) [The UCAG shall conduct a continuing review of best practices for dean evaluations at the college level.](#)

~~4.3.6.~~[4.3.7.](#) The UCAG shall review unit appeals in cases of conflict between units and consider appeals of reviews of department or school bylaws by college committees.

~~4.3.7.~~[4.3.8.](#) Decisions of the UCAG on college and department bylaws are subject to review by the University Council.

~~4.3.8.~~[4.3.9.](#) The UCAG shall provide guidelines for elections or appointment to committees, boards, and panels affiliated with the University Council. The UCAG will review challenged elections, and recommend appropriate action to the University Council.

4.4. UNIVERSITY COMMITTEE ON UNDERGRADUATE EDUCATION

4.4.1. The membership of the University Committee on Undergraduate Education (UCUE) shall include a faculty member from each college, and a faculty member

from the non-college faculty. UCUE shall also have four undergraduate student members, of whom one must be the Vice President of Academic Affairs of ASMSU, and two graduate student members from COGS. The Provost shall be a member with voice, but no vote.

4.4.1.1. The UCUE shall report to the University Council ([3.2.5](#)).

4.4.1.2. Each year the UCUE shall appoint one of its faculty members to serve as an ex-officio member on the Athletic Council.

4.4.2. The chairperson of the UCUE will serve on The Steering Committee and thus on the University Council and the Faculty Senate.

4.4.3. The UCUE shall exercise the faculty's delegated authority on grading policy for undergraduate students and the use of grades and grade point averages for undergraduate admissions and for advancement in or graduation from undergraduate academic programs.

4.4.4. The UCUE shall review all changes in undergraduate academic programs proposed by academic units and recommend their approval or rejection to the University Committee on Curriculum.

4.4.4.1. The UCUE shall have shared responsibility with the Dean of Undergraduate Studies to consult with the Provost on the establishment, moratorium, discontinuance, or merger of undergraduate academic programs; on policies pertaining to curriculum revision, methods of instruction, evaluation of instruction, and advising and counseling for undergraduate students and programs; and on other policies pertaining to undergraduate education. On issues of the establishment, moratorium, discontinuance, and merger of undergraduate academic programs, the University Council and the Faculty Senate will be informed of the UCUE's consultation with the Provost.

4.4.5. The UCUE shall have shared responsibility with the Dean of Undergraduate Studies to advise consult with the Provost on policy pertaining to admissions and retention, financial aid, and the use and distribution of educational and research resources for undergraduate students and programs.

4.4.6. The UCUE shall advise and consult with the Dean of Undergraduate Studies and the Provost and make recommendations to the University Council on all other matters of academic policy affecting undergraduate students.

4.4.7. The UCUE shall coordinate its activities with those of other committees, as appropriate.

4.5. UNIVERSITY COMMITTEE ON CURRICULUM

4.5.1. The members of the University Committee on Curriculum (UCC) shall include a faculty member from each college. UCC shall also have five undergraduate student members, of whom one must be a member of ASMSU, and two graduate student members. The Provost shall be a member with voice, but no vote. The Provost shall also name an executive secretary to serve ex officio without vote. The University Registrar shall serve ex officio without vote.

4.5.1.1. The UCC will report to the Faculty Senate. UCC may seek advice from the University Council before reporting to the Faculty Senate on a particular

matter, and will do so if The Steering Committee so requests.

4.5.2. The chairperson of the UCC will serve on The Steering Committee and thus on the University Council and the Faculty Senate.

4.5.3. The UCC shall exercise the faculty's delegated authority to review and approve or reject all changes in undergraduate curricula and degree requirements recommended by the University Committee on Undergraduate Education, and to review and approve or reject changes in graduate and graduate-professional curricula and degree requirements recommended by the University Committee on Graduate Studies. The UCC shall not reject a recommendation from either the University Committee on Undergraduate Education or the University Committee on Graduate Studies without providing a rationale for the rejection and consulting with the appropriate committee. In addition, the UCC shall exercise the faculty's delegated authority to review and approve or reject all undergraduate and graduate courses proposed by academic units.

4.5.4. The UCC shall advise the Provost on criteria for the establishment and deletion of courses and curricula.

4.6. UNIVERSITY COMMITTEE ON FACULTY AFFAIRS

4.6.1. The faculty of each college, and the non-college faculty, shall select one faculty member to represent it on the University Committee on Faculty Affairs (UCFA). UCFA shall have as members at least two non-tenured regular faculty and two full-time fixed-term faculty who are eligible to be voting faculty under [1.1.1.2](#). Each year the University Committee on Academic Governance shall designate which colleges, or college groupings, shall select non-tenured faculty and full time fixed-term faculty as members of the UCFA. The Provost and the Director of the Office of Planning and Budgets shall be a member of UCFA with voice, but no vote.

4.6.1.1. The UCFA will report to the Faculty Senate. At its discretion, the UCFA may request an opportunity for UCFA representatives to appear before the University Council to seek advice.

4.6.1.2. The UCFA shall make recommendations to the Faculty Senate on issues related to the University budget, and shall report annually to a meeting of the Faculty Senate on academic budget allocations and adjustments in salary and other forms of economic benefits.

4.6.2. The chairperson of the UCFA shall be a member of The Steering Committee and thus of the Faculty Senate and the University Council.

4.6.3. The UCFA shall have shared responsibility with the Provost for the formulation of faculty grievance procedures and on the rights and responsibilities of faculty.

4.6.4. The UCFA shall advise the Provost on personnel policies relating to faculty, including appointment, reappointment, promotion, leaves, retirement, and assignment to teaching, research, and administration.

4.6.5. The UCFA shall consult with or advise the Provost during the formulation of the University's annual budget request to the State of Michigan.

4.6.6. The UCFA recommendations regarding faculty rights and responsibilities and grievance procedures must also be approved by the Faculty Senate.

4.6.7. The UCFA shall participate in the University's Discipline and Dismissal of Tenured Faculty for Cause policy ([Faculty Handbook](#)) as stipulated therein.

4.7. UNIVERSITY COMMITTEE ON FACULTY TENURE

4.7.1. The faculty of each college, and non-college faculty, shall select one regular faculty member ([1.1.1.1](#)) to represent it on the University Committee on Faculty Tenure (UCFT). UCFT shall have as members at least three non-tenured faculty hired under the rules of tenure. Each year the Committee on Academic Governance shall designate which colleges, or college groupings, shall select non-tenured faculty as members of the UCFT. The UCFT shall have two undergraduate student members from ASMSU, and one graduate student member. The Provost shall be a member with voice, but no vote.

4.7.1.1. The UCFT will report to the Faculty Senate. At its discretion, the UCFT may request an opportunity for UCFT representatives to appear before the University Council to seek advice.

4.7.2. The chairperson of the UCFT shall be designated as a voting member of The Steering Committee and thus of the University Council and the Faculty Senate.

4.7.3. The UCFT shall advise the Provost on the formal and procedural rules for the award and revocation of tenure and on policies relating to tenure, and shall make recommendations to the Faculty Senate on such rules and on policies.

4.7.4. The role of the UCFT in the interpretation of the rules of tenure is determined by Principle Seven of the Operating Principles of the Tenure System ([Faculty Handbook](#)).

4.7.5. The UCFT shall hear and act on all cases for exceptions to the rules of tenure and its decisions on the matters shall be binding on the administration and on the faculty member.

4.7.6. The UCFT shall report promptly to the Faculty Senate if the administration acts in a manner contrary to UCFT's decision on a question involving tenure.

4.7.7. The UCFT shall participate in the University's Discipline and Dismissal of Tenured Faculty for Cause policy ([Faculty Handbook](#)) as stipulated therein.

4.8. UNIVERSITY COMMITTEE ON GRADUATE STUDIES

4.8.1. The members of the University Committee on Graduate Studies (UCGS) shall include a faculty member from each college with a graduate or graduate-professional degree program, plus one additional member from the Colleges of Agriculture and Natural Resources, Arts and Letters, Business, Education, Natural Science, and Social Science. UCGS shall have five graduate student members selected by COGS. No more than one student member may be from any one department, with consideration being given to universitywide representation insofar as possible. The Dean of the Graduate School shall be a member with voice, but no vote.

4.8.1.1. The UCGS will report to the University Council ([3.2.5](#)).

4.8.2. The chairperson of the UCGS will serve on The Steering Committee and thus on the University Council and the Faculty Senate.

- 4.8.3. The UCGS shall exercise the faculty's delegated authority on grading policy for graduate and graduate-professional students.
- 4.8.4. The UCGS shall review all changes in graduate and professional academic programs and recommend their approval or rejection to the University Committee on Curriculum.
- 4.8.5. The UCGS shall have shared responsibility with the Dean of the Graduate School to consult with the Provost on the establishment, moratorium, discontinuance, or merger of graduate programs; on policy pertaining to methods of instruction, evaluation of instruction, advising and counseling, and admissions and retention of graduate and graduate-professional students; and on other policies pertaining to administration of graduate and graduate-professional programs. On issues of the establishment, moratorium, discontinuance, and merger of graduate programs, the University Council and the Faculty Senate will be informed of UCGS's consultation with the Provost.
- 4.8.6. The UCGS shall have shared responsibility with the Dean of the Graduate School to advise the Provost on the coordination of graduate and graduate-professional programs.
- 4.8.7. The UCGS shall have shared responsibility with the Dean of the Graduate School to consult with the Provost on policies pertaining to financial aid and employment of graduate students and on the use and distribution of educational and research resources for graduate and graduate-professional programs and students.
- 4.8.8. The UCGS shall advise and consult with the Dean of the Graduate School and the Vice President for Research and Graduate Studies on policies relating to research development, as they pertain to graduate and graduate-professional education.
- 4.8.9. The UCGS shall maintain liaison with academic units offering graduate and graduate-professional programs.
- 4.8.10. The UCGS shall maintain liaison with COGS.
- 4.8.11. The UCGS shall coordinate its activities with those of other committees, as appropriate.

4.9. UNIVERSITY COMMITTEE ON STUDENT AFFAIRS

- 4.9.1. The University Committee on Student Affairs (UCSA) shall have four faculty members selected by the Faculty Senate. UCSA shall have ~~eight~~ nine student members appointed as follows: six appointees from ASMSU, including the President of ASMSU; ~~and two~~ appointees from COGS; and the At-large Student Liaison to the Board of Trustees, as appointed by the Vice President for Student Affairs and Services. UCSA appointees are expected to reflect the diversity of their constituencies. The Vice President for Student Affairs and Services and the University Ombudsperson shall be members with voice, but no vote.
 - 4.9.1.1. The UCSA shall report to the University Council (3.2.5). However, any policy amendment or statement reviewed by UCSA that affects the professional rights and responsibilities of the faculty must be approved by the Faculty Senate before consideration by the University Council.
- 4.9.2. The chairperson of the UCSA shall be a voting member of the University Council.

- 4.9.3. The UCSA shall advise the Vice President for Student Affairs and Services on all policies of the Office of the Vice President for Student Affairs and Services and on other University policies as they affect the academic achievement of students.
- 4.9.4. The UCSA shall initiate and review proposed amendments to the [*Student Rights and Responsibilities \(SRR\)*](#), [*General Student Regulations*](#), and policies relating to the academic rights and responsibilities of students.
- 4.9.4.1. Any such amendment affecting the professional rights and responsibilities of the faculty must be reviewed by the UCSA and approved by the Faculty Senate before consideration by the University Council.
- 4.9.5. The UCSA shall assume the duties of the Committee on Academic Rights and Responsibilities under the [*SRR*](#).

SECTION 5. OTHER UNIVERSITY-LEVEL COMMITTEES

5.1. UNIVERSITY COUNCIL ADVISORY-CONSULTATIVE COMMITTEES

- 5.1.1. The University Council may establish Advisory-Consultative Committees for academic administrators of universitywide programs which do not have students or faculty regularly attached, or where the advisory processes established in [Student Rights and Responsibilities at Michigan State University \(SRR\)](#) do not provide a sufficiently broad base for the universitywide program.
- 5.1.2. The University Council shall establish the functions and the general procedures of Advisory-Consultative Committees, taking account of the recommendations of the administrator to be advised.
- 5.1.3. The composition of Advisory-Consultative Committees shall be established by the University Council. Membership shall be determined according to procedures specified in [4.3.2](#), except as noted in [5.1.3.1](#). The terms of office shall be two years for faculty and one year for students. No member may serve for more than two consecutive terms.
 - 5.1.3.1. When an Advisory-Consultative Committee's bylaws specify one faculty member from each of the colleges and one from among non-college faculty, each College Advisory Committee shall select one member and the appropriate representative body for the non-college faculty shall select one.
- 5.1.4. Advisory-Consultative Committees shall advise and consult with appropriate administrators. The committees shall recommend to the University Council, through The Steering Committee or an appropriate University-level Standing Committee, needed changes in University policies and procedures. An annual report shall be made to The Steering Committee for distribution with the University Council minutes. Minutes of all meetings shall be sent to The Steering Committee.
- 5.1.5. The University Committee on Academic Governance shall review the need for each Advisory-Consultative Committee at intervals not to exceed five years and recommend appropriate action, if any, to the University Council.

5.2. ATHLETIC COUNCIL

- 5.2.1. There shall be an Athletic Council with composition and [bylaws-procedures](#) subject to approval by the University Council. The Athletic Council shall function as the faculty voice in the intercollegiate athletic program.
- 5.2.2. Composition of the Athletic Council
 - 5.2.2.1. The voting members of the Athletic Council shall be eight members of the faculty, eligible for election under [1.1](#), three alumni, and three students.
 - 5.2.2.2. Ex-officio members without vote shall include: the Director of Intercollegiate Athletics, the Faculty Athletic Representative, the Executive Director of the Alumni Association, and the Vice President for Finance and Operations.
- 5.2.3. Appointment of Members

5.2.3.1. Faculty members of the Athletic Council shall be selected by the President from a slate of nominees (two for each vacancy) prepared by the faculty of the University Committee on Academic Governance and approved by the Faculty Senate.

5.2.3.1.1. The University Committee on Undergraduate Education shall appoint one of its faculty members to serve as an ex-officio member of the Athletic Council.

5.2.3.2. Alumni representatives shall be chosen from members of the Michigan State University Alumni Association, which shall prepare a slate of two nominees for each vacancy, from which the President shall appoint one. One of the alumni representatives shall be a former student varsity athlete. Alumni members shall not be employees of the University.

5.2.3.3. The President shall select student members of the Athletic Council.

5.2.3.3.1. One undergraduate student shall be appointed from a slate of three nominees submitted by ASMSU. One graduate student shall be appointed from a slate of three nominees submitted by COGS. One member of the Student-Athlete Advisory Council shall be selected from a slate of three nominees prepared by the Student-Athlete Advisory Council.

5.2.3.4. The Faculty Athletic Representative to the athletic agencies or conferences to which the University chooses to belong shall be a member of the regular faculty appointed by the President. The appointment shall be made with the advice of the voting members of the Athletic Council.

5.2.4. Terms of Appointment

5.2.4.1. The terms of appointment of faculty and alumni representatives on the Athletic Council shall be two years and shall begin on August 16. Terms of members shall be staggered so that not less than one-third of the membership will return the following year.

5.2.4.2. The term of appointment for student representatives shall be one year and shall begin on the first day of summer semester.

5.2.4.3. Vacancies for a period of one or more academic terms that occur during the term of appointment of any voting member shall be filled for the remainder of the unfinished term in the same manner as the regular selection of the member unable to serve. Voting members of the Athletic Council can serve no more than two consecutive terms. An appointment of more than eight months to fill an unfinished term shall be equivalent to a full term in considering eligibility for reappointment.

5.2.4.4. The Faculty Athletic Representative shall serve at the discretion of the President. The President shall review the Faculty Athletic Representative at least once every five years with the advice of the voting members of the Athletic Council.

5.2.5. Responsibilities of the Athletic Council

5.2.5.1. The Athletic Council serves as the deliberative body for the discussion of

academic policy related to student athletes and intercollegiate athletics.

5.2.5.2. The Athletic Council advises the Director of Intercollegiate Athletics on matters of policy, procedures, and organization related to intercollegiate athletics.

5.2.5.2.1. Regarding the regular season and post-season tickets and trips, voting members of the Athletic Council shall strive to minimize the award of special privileges to themselves that are uncharacteristic of those generally available to faculty. Nonetheless, it is expected that the Athletic Council will fulfill responsibilities related to institutional representation as appropriate throughout the year.

5.2.5.2.2. Complimentary tickets given to Athletic Council members are considered non-transferable.

5.2.6. The Athletic Council reports to the University Council. Form and frequency of reporting will be determined by The Steering Committee, but in no case will the frequency of reporting be less than once each academic year. The Athletic Council will also respond to questions asked by the University Council through its seated representative in the University Council, the Chairperson of the Athletic Council.

5.2.6.1. A report of policies regarding regular season and post-season trips, as well as a record of the disbursement of complimentary tickets and trips, shall be included in the annual report of Athletic Council to University Council.

5.3. FACULTY HEALTHCARE COUNCIL

5.3.1. There shall be a Faculty Healthcare Council (FHC) to function as the faculty voice to Human Resources and the University administration on matters related to healthcare and healthcare benefits.

5.3.2. Composition

5.3.2.1. The voting members of the FHC shall be nine faculty members.

5.3.2.2. Ex-officio members without vote shall include but not be limited to the Director of the Office of Planning and Budgets, and one faculty member emeritus/emerita to be selected by the Faculty Emeriti Association.

5.3.3. Appointment of Members

5.3.3.1. Faculty members of the FHC shall be appointed by The Steering Committee from a list initiated by the University Committee on Academic Governance, pursuant to its annual call for volunteers to committees, boards, and panels ([4.3.8](#)); the list shall be submitted to the FHC, which shall then submit its recommendations to The Steering Committee.

5.3.3.2. Eligibility for appointment to the FHC shall be established by submission to the University Committee on Academic Governance of a brief vita, rationale for willingness to serve, and acknowledgement that the work of the FHC includes the summer months.

5.3.3.3. Faculty members of the FHC shall represent a diversity of faculty appointments, pursuant to relevant union contracts.

5.3.4. Terms of Appointment

5.3.4.1. The terms of appointment of faculty representatives on the FHC shall be three consecutive two-year terms to ensure continuity and stability of membership.

5.3.4.2. If, for any reason, a member is unable to serve and more than one annual year remains of the appointment, The Steering Committee will identify a replacement from the most recent list of eligible volunteers; the new appointee will be eligible for reappointment for two subsequent terms. If less than one annual year remains, the seat will remain vacant until the next regular appointment period.

5.3.5. Responsibilities of the FHC

5.3.5.1. The FHC will serve as the faculty voice on issues related to the design, implementation and evaluation of health care plans.

5.3.5.2. The FHC will consult with, provide information, and make recommendations to the University Committee on Faculty Affairs on matters concerning the economic impact of health benefits.

5.3.5.3. The FHC shall serve as an advocate for faculty on matters related to health care and health care benefits.

5.4. AD HOC COMMITTEES OF THE UNIVERSITY COUNCIL

5.4.1. Ad hoc committees shall be kept to a minimum. Before establishing an ad hoc committee, the University Council shall consult with The Steering Committee to determine whether the commission might appropriately be referred to one or more University-level Standing Committees.

5.4.2. The Steering Committee shall recommend to the University Council the composition, method of selecting members, functions, and procedures of ad hoc committees.

SECTION 6. UNIVERSITY STUDENT-FACULTY JUDICIARIES

6.1. STUDENT-FACULTY HEARING BOARD

- 6.1.1. The composition and jurisdiction of this body are set forth in [*Student Rights and Responsibilities\(SRR\) at Michigan State University.*](#)
- 6.1.2. The President shall appoint the faculty members of the Student-Faculty Hearing Board during the spring semester from a list of nominees supplied by the faculty members of the University Committee on Academic Governance (UCAG). The number of nominees shall be twice the number of positions to be filled.
- 6.1.3. The term of office for faculty members of the Student-Faculty Hearing Board shall be three years, with the opportunity for reappointment for one additional three-year term. Provisions shall be made to stagger appointments to assure continuity. Terms of office shall begin with the summer semester following appointment.
- 6.1.4. No faculty member of the University Council or of any committee whose members are appointed or nominated by the University Council shall be eligible to serve concurrently on the Student-Faculty Hearing Board.

6.2. UNIVERSITY GRADUATE JUDICIARY

- 6.2.1. The composition and jurisdiction of this body are set forth in [*Graduate Student Rights and Responsibilities.*](#)

6.3. UNIVERSITY ACADEMIC INTEGRITY HEARING BOARD

- 6.3.1. The composition and jurisdiction of this body are set forth in the [*SRR.*](#)
- 6.3.2. The President shall appoint the faculty members to the pool for the University Academic Grievance Hearing Board, the University Academic Integrity Hearing Board, and University Academic Appeals Board during the spring semester from a list of nominees supplied by the faculty members of UCAG. The number of nominees shall be twice the number of positions to be filled.
- 6.3.3. The term of office for faculty members in the pool shall be one or two years, with reappointment never to extend a person's service beyond four consecutive years. Provisions shall be made to stagger appointments to assure continuity. Terms of office shall begin with the summer semester following appointment. The service of the current pool members extends until replacements are nominated.
- 6.3.4. No faculty members of the University Council or of any committee whose members are appointed or nominated by the University Council or the Faculty Senate shall be eligible to serve concurrently on any of the three boards.

6.4. UNIVERSITY STUDENT APPEALS BOARD

- 6.4.1. The composition and jurisdiction of this body are set forth in the [*SRR.*](#)
- 6.4.2. The President shall appoint the faculty members of the University Student Appeals Board during the spring semester from a list of nominees supplied by the faculty members of UCAG. The number of nominees shall be twice the number of positions to be filled.

- 6.4.3. The term of office for faculty members of the University Student Appeals Board shall be three years, with the opportunity for one additional three-year term. Provisions shall be made to stagger appointments to assure continuity. Terms of office shall begin with the summer semester following appointment.
- 6.4.4. No faculty members of the University Council or of any committee appointed or nominated by the University Council or the Faculty Senate shall be eligible to serve concurrently on the University Student Appeals Board.

SECTION 7. ADMINISTRATIVE SUPPORT OF ACADEMIC GOVERNANCE

- 7.1 The administrator of an academic unit shall render necessary support, clerical and otherwise, to academic governance at the unit level. At the University level, this is the responsibility of the Provost and the Vice President for Student Affairs and Services.
- 7.2 Academic administrators shall recognize a faculty member's participation in academic governance as an important and integral part of the individual's workload. Teaching schedules or other work assignments should be made consistent with regular committee or council meetings insofar as that is reasonably possible.

SECTION 8. INTERPRETATION AND AMENDMENT

8.1 The academic governance bodies established by these Bylaws shall follow the current edition of Robert's Rules of Order Newly Revised unless otherwise specified in these Bylaws.

8.2 Except for the Board of Trustees, the University Council shall be the final authority with regard to the interpretation of these Bylaws.

8.3 Amendments

8.3.1 Proposed amendments shall be submitted to the University Committee on Academic Governance. After review by UCAG, proposed amendments may be submitted to the University Council for action under [3.2.5.1](#) by UCAG, or by any member of the University Council.

8.3.2 If the University Council approves the proposed amendment, The Steering Committee shall forward it to the President.

8.3.2.1. If the President concurs with the proposed amendment, the President shall notify The Steering Committee and place the proposed amendment on the agenda for action by the Board of Trustees within 90 days (excluding the time between the end of spring semester and the start of fall semester).

8.3.2.2. If the President does not concur with the proposed amendment, the President shall return it to The Steering Committee with the President's written objections and recommendations within thirty (30) days (subject to the exclusion noted in [8.3.2.10](#)). The Steering Committee shall submit the proposed amendment and the President's comments to the University Council for reconsideration.

8.3.2.2.1. If the University Council declines reconsideration, or if reconsideration results in no change to the proposed amendment, The Steering Committee shall return the proposed amendment to the President, who shall place it on the agenda for action by the Board of Trustees within sixty (60) days (subject to the exclusion noted in [8.3.2.10](#)).

8.3.2.2.2 In the event that reconsideration leads to modification of the proposed amendment by the University Council, The Steering Committee shall forward the modified proposed amendment to the President, as set forth in [8.3.2.10](#).

The *Bylaws for Academic Governance* is published by the office of the Secretary for Academic Governance • W32 Owen Graduate Hall • (517) 355-2337
AcadGov@provost.msu.edu • <http://acadgov.msu.edu>

Executive Summary

Recommendations of the Ad Hoc Committee on Bylaws Reform

July 9, 2020

Below is a brief summary of the recommended amendments to the *Bylaws for Academic Governance* that have been approved by the University Committee on Academic Governance,¹ endorsed by University Council,² and supported by President Stanley.³

Proposed Amendments to the *Bylaws for Academic Governance*

1. Preamble — Clarifies the faculty’s role in shared governance and emphasizes students
2. 3.3.2.2. — Deletes language that was moved to 3.3.3.1.⁴
3. 3.3.3.–3.3.3.65. — Specifies Faculty Senate procedures ~~and creates way to call special meetings~~
4. 3.3.4.9. — Clarifies *Bylaws* amendment process for Faculty Senate
5. 3.3.5.1. — Corrects typo
6. 3.3.7. — Deletion to eliminate redundancy
7. 3.4.1.3. — Adds the President to The Steering Committee, consistent with current practice
8. 3.4.2.11. — Chair and Vice Chair of Steering will represent faculty in emergency Board meetings
9. 4.2.1.3. & 4.2.1.5. — Changes term limits from three two-year terms to two three-year terms
10. 4.2.2.3. — Stylistic edit for consistency regarding dates
11. 4.2.3.3. — Expands those who can request information from University-level Standing Committees
12. 4.3.6. — Requires UCAG to conduct review of best practices for dean evaluations
13. 4.9.1. — Adds at-large student liaison to the Board to University Committee on Student Affairs and clarifies that the Vice President for Student Affairs and Services chooses the liaison
14. 5.2.1. — Changes “bylaws” to “procedures” for Athletic Council

¹ See University Committee on Academic Governance, Meeting Minutes, 2–4 (Nov. 15, 2018); University Committee on Academic Governance, Meeting Minutes, 2–4 (Mar. 14, 2019); University Committee on Academic Governance, Meeting Minutes, 5–6 (Nov. 14, 2019).

² See University Council, Meeting Minutes, 5–7 (Nov. 11, 2019); University Council, Meeting Minutes, 6–7 (Jan. 21, 2020).

³ See President Samuel L. Stanley Jr., *Letter to The Steering Committee*, 1 (Feb. 20, 2020), available at https://acadgov.msu.edu/sites/default/files/content/1_PresidentsResponsetoBylawsforAcademicGo_lettertoTSC_1.pdf.

⁴ Note that this language should not be deleted if the Board does not adopt the proposed 3.3.3.1.

MICHIGAN STATE UNIVERSITY
Consignment/Non-Cash Gift Form

Revised Aug 2020. Due to 2019 numbering incorrectly listed on Original form in March 2020, 2019 Deaccession codes are D2019.1-64 not D2019 1-164 as originally listed. Jilda Keck 8/26/20

Please check one: Gift (Complete Section I Only) or Loan (Complete Section I and II)
Refer to Sections 224 and 315 in the Business Manual

SECTION I

Department MSU Museum Org Code 10052596 Dept. Contact (full name) Jilda Keck

Allocation Code AB05 Allocation Name MSU Museum

Donor Multiple Donors Donor ID _____ Company Contact _____

Address _____

Date Received on Campus (Gift Date) N/A Were goods or services provided by MSU in exchange for the gift? Yes No

If yes describe: _____

Description: (if equipment, include model and serial number) DEACCESSIONS
D2017.1-294, D2018.1-148, D2019.1-64

Purpose or use Research and Display

Estimated value n/a If gift, supporting documentation or independent appraisal must be attached.

Date 3/11/2020 Approved [Signature]
DEPARTMENT CHAIRPERSON

Date 3/15/2020 Approved [Signature]
DEAN OR DESIGNATED REPRESENTATIVE

SECTION II Complete for Loans Only

Period of Loan: From _____ To _____

What is Department responsibility in case of damage, loss, fire, or theft? _____

Is Department responsible for repairs due to wear, etc? _____

- When the loaned item is **returned** to the company, notify Inventory in writing.
- If the loaned item is **purchased** by MSU inform Inventory of purchase order number.
- If the loan becomes a **gift** to MSU complete a new Consignment/Non-Cash Gift Form.

Routing:

University Advancement
Contracts and Grants
Inventory
Department

FOR OFFICE USE ONLY	
Processed by University Advancement	_____
Accepted by Board of Trustees	_____
Inventory Sheet Number	_____



Recommendation to Deaccession Collections

Transaction Numbers: D 2019.1, D2019.24 – D2019.44 and D2019.57 – D2019.64

Staff Recommendations

I recommend these deaccessions

Mary Worrall

_____ Date 2/28/2020

Curator

I recommend these deaccessions

Lynne Swanson

Date 2/28/2020

Collections Manager

Director's Approval

I approve these deaccessions as proposed and I authorize action in accordance with museum policy.

Joseph A. Solof

_____ Date 3/3/2020

Director



Recommendation to Deaccession Collections

Transaction Numbers: D 2019.2- D2019.23 and D2019.45 – D2019.56

Staff Recommendations

I recommend these deaccessions

Marilyn MacDowell Date 2/28/2020
Curator

I recommend these deaccessions

Lynne Swanson Date 2/28/2020
Collections Manager

Director's Approval

I approve these deaccessions as proposed and I authorize action in accordance with museum policy.

Joseph A. Snel Date 3-3-2020
Director

2019 Deaccessions

Transaction Date	Catalog #	Object Name	Donor Name	Date of Acqui Documentation	Incoming V	Est. current Reason for Deacc	Method of Disposal
D2019.1	1/18/2019 2013.20 3136	box of candy	Val Berryman	2013 cat card, argus record	7	0 damaged	discarded
D2019.2	3/8/2019 3057.51	straw flowers in frame	Mrs. Bryan Athey	8/15/1966 cat card, argus record	NA	0 no value for research, exhibition	MSU surplus
D2019.3	3/8/2019 5857.10.1-2	religious pictures	Robert Beseda	1980s accession record only	NA	5 no value for research, exhibition	MSU surplus
D2019.4	3/8/2019 6635.1	painting	Norman Penlington	6/15/1987 cat card, argus record	50	25 poor condition	MSU surplus
D2019.5	3/8/2019 4109.289	poster	Charles Kervin Estate	5/11/1973 cat card, argus record	NA	10 no research or exhibit value	MSU surplus
D2019.6	3/9/2019 145HM	3 "picture frames"	Robert Seyfarth	12/7/1950 cat card, argus record	NA	30 no research or exhibit value	MSU surplus
D2019.9	3/20/2019 1645.219	painting	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 poor condition	returned to Three Oaks
D2019.10	3/20/2019 3276CW	painting	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.11	3/20/2019 3305CW	painting	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.12	3/20/2019 3284CW	drawing	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.13	3/20/2019 3480CW	framed needlepoint	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.14	3/20/2019 3485CW	print	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.15	3/20/2019 3438CW	framed photograph	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.16	3/20/2019 3411CW	drawing	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.17	3/20/2019 3292CW	picture	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.18	3/20/2019 240.27	painting	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, duplication	returned to Three Oaks
D2019.19	3/20/2019 3484CW	print	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 no value for research, exhibition	returned to Three Oaks
D2019.20	7/19/2019 1359.2	print	Kenneth Kurtz	Apr-60 cat card, argus record	NA	10 no value for research, exhibition	MSU surplus
D2019.21	7/19/2019 240.235	framed print	Found in Collections	May-05 cat card, argus record	NA	20 no value for research, exhibition	MSU surplus
D2019.22	7/19/2019 5254.1	framed photograph	Dr. George C. Taft	9/29/1980 cat card, argus record	18.50	20 no value for research, exhibition	MSU surplus
D2019.23	7/19/2019 5644.28	painting on velvet	Robert Beseda	8/6/1982 cat card, argus record	10	10 no value for research, exh./poor conditi	MSU surplus
D2019.24	12/3/2019 1450.1	buggy robe	Mrs. Relifia Breen	7/7/1960 cat card, argus record	2	10 duplication	MSU surplus
D2019.25	12/3/2019 1878HM	machine woven bedspread	Forest H. Akers	9/15/1954 cat card, argus record	NA	15 dup, no value for research, exhibition	MSU surplus
D2019.26	12/3/2019 4749.1	1971 Canadian flag	Lt. Joseph R. Coelho	cat card, argus record	40	40 no value for research, exhibition	MSU surplus
D2019.27	12/17/2019 3978.137	dress c. 1920	No information	NA cat card, argus record	NA	15 poor condition, duplication in coll	MSU surplus
D2019.28	12/17/2019 4979.12	wool coat	Darrell Smith	1/17/1980 cat card, argus record	8	15 poor condition, duplication in coll	MSU surplus
D2019.29	12/17/2019 6966.2	linen car coat	Mrs. Gary Granger	4/7/1989 cat card, argus record	25	25 duplication in collection, poor cond	MSU surplus
D2019.30	12/17/2019 7682.51	dress	Marilyn Couture	4/21/1994 cat card, argus record	30	15 poor condition, duplication in coll	MSU surplus
D2019.31	12/17/2019 4811.32	dress	Dell Bennett	3/19/1979 cat card, argus record	10	10 poor condition, duplication in coll	MSU surplus
D2019.32	12/17/2019 3385.166a-b	waist and skirt	Mrs. Howard Smith	9/18/1969 cat card, argus record	NA	20 poor condition, duplication in coll	MSU surplus
D2019.33	12/17/2019 2451.14	waist and skirt	Mrs. Olson	7/24/1963 cat card, argus record	NA	20 poor condition, duplication in coll	MSU surplus
D2019.34	12/17/2019 S816.15.1	waist	H. Owen Reed	6/10/1983 cat card, argus record	65	25 poor condition, duplication in coll	MSU surplus
D2019.35	12/17/2019 1310.661	dress	George and Ethel Page	1/31/1960 cat card, argus record	NA	25 poor condition, duplication in coll	MSU surplus
D2019.36	12/17/2019 1310.649	dress	George and Ethel Page	1/31/1960 cat card, argus record	NA	15 poor condition, duplication in coll	MSU surplus
D2019.37	12/17/2019 2499.35	dress	Mrs. Robert Rosso	9/7/1963 cat card, argus record	2	15 poor condition, duplication in coll	MSU surplus
D2019.38	12/17/2019 2451.13	dress	Mrs. Olson	7/24/1963 cat card, argus record	NA	15 poor condition, duplication in coll	MSU surplus
D2019.39	12/17/2019 2007.29.15.1	dress	Dennis Patriarche	6/29/1905 cat card, argus record	NA	25 poor condition, duplication in coll	MSU surplus
D2019.40	12/17/2019 850.103	dress	Mrs. J. Kermit Carey	11/28/1958 cat card, argus record	1	15 poor condition, duplication in coll	MSU surplus
D2019.41	12/17/2019 628.6a-b	two-piece dress	Mrs. George Wallace	5/7/1958 cat card, argus record	NA	25 poor condition, duplication in coll	MSU surplus
D2019.42	12/17/2019 4110.4	skirt	Mrs. Merle Kurtz	7/23/1973 cat card, argus record	2	20 poor condition, duplication in coll	MSU surplus
D2019.43	12/17/2019 4966.1	underskirt/petticoat	Betty ball	11/19/1979 cat card, argus record	10	10 poor condition, duplication in coll	MSU surplus
D2019.44	12/17/2019 9523cw	dress	Chamberlain Museum	Sep-52 cat card, argus record	NA	25 poor condition, duplication in coll	MSU surplus
D2019.45	12/17/2019 3883cw	Currier and Ives print	Chamberlain Museum	Sep-52 cat card, argus record	NA	10 very poor condition	MSU surplus
D2019.46	12/17/2019 1996.160.34.1-2	set of framed prints	Dr. Heront Marcarian	11/21/1996 cat card, argus record	45	20 no value for research, exhibition	MSU surplus
D2019.47	12/17/2019 1996.160.32.1-2	set of framed prints	Dr. Heront Marcarian	11/21/1996 cat card, argus record	50	25 no value for research, exhibition	MSU surplus
D2019.48	12/17/2019 1996.160.35	framed print	Dr. Heront Marcarian	11/21/1996 cat card, argus record	75	25 no value for research, exhibition	MSU surplus
D2019.49	12/17/2019 2010:117.7	framed print	Dr. Robert Beseda	8/31/2010 cat card, argus record	NA	5 no value for research, exhibition	MSU surplus
D2019.50	12/17/2019 2544.31 - .32	framed print	Mrs. John Marston	1/15/1964 no record for these	NA	10 no value for research, exhibition	MSU surplus
D2019.51	12/17/2019 1310.236	framed watercolor painting	George and Ethel Page	1/31/1960 cat card, argus record	NA	20 no value for research, exhibition	MSU surplus
D2019.52	12/17/2019 7366.63	oil painting	Nancy Axinn	12/30/1991 cat card, argus record	NA	40 no value for research, exhibition	MSU surplus
D2019.53	12/17/2019 3982.128	painting	Dr. Cernyw Kline	7/18/1972 cat card, argus record	150	50 no value for reserch, exhibition	MSU surplus
D2019.54	12/17/2019 3619CW	painting	Chamberlain Museum	Sep-52 cat card, argus record	NA	30 no value for research, exh., poor condit	MSU surplus
D2019.55	12/17/2019 5644.74	painting	Robert Beseda	8/6/1982 cat card, argus record	10	20 no value for res. Or exh; poor condition	MSU surplus
D2019.56	12/17/2019 266.16	painting	Mrs. Thomas Osgood	4/30/1957 cat card, argus record	NA	40 no value for res or exh/poor cond	MSU surplus
D2019.57	12/17/2019 3171.3	small tapestry	Mr/Mrs E. L. Sayers	5/24/1967 cat card, argus record	NA	20 no value for research or exhibition	MSU surplus
D2019.58	12/17/2019 3846.9	wool blanket	Stuart T. Byam	8/23/1971 cat card, argus record	NA	5 no value for research or exhibition	MSU surplus
D2019.59	12/17/2019 1310.490 a-b	two blankets	George and Ethel Page	1/31/1960 cat card, argus record	3	10 no value for research or exhibition	MSU surplus
D2019.60	12/17/2019 5435.66.1-2	green brocade drapery	Bee and Karl Vary	8/17/1981 cat card, argus record	15	15 no value for research or exhibition	MSU surplus
D2019.61	12/17/2019 5435.67	green curtain	Bee and Karl Vary	8/17/1981 cat card, argus record	NA	5 no value for research or exhibition	MSU surplus

D2019.62	12/17/2019	4354.5a-b	pair of brown draperies	Amalie Vasold	6/5/1975 cat card, argus record	20	10 no value for research or exhibition	MSU surplus
D2019.63	12/17/2019	9452CWa-c	woven coverlet in three pcs	Chamberlain Museum	Sep-52 cat card, argus record NA		40 no value for research or exhibition	MSU surplus
D2019.64	12/17/2019	2499.27	bedspread	Mrs. Robert Rosso	9/7/1963 cat card, argus record 5	5	20 no value for research or exhibition	MSU surplus

Recommendation to Deaccession Collections


Transaction Numbers: D 2018.1- D2018.148

Staff Recommendations

I recommend these deaccessions

 Date 12/12/18
Curator

I recommend these deaccessions

 Date 12/12/18
Collections Manager

Director's Approval

I approve these deaccessions as proposed and I authorize action in accordance with museum policy.

 Date 2/1/19
Director

2018 Deaccessions

Transaction #	Date	Catalog #	Object Name	Donor Name	Date of Acquisition	Documentation	Incoming	Est. cur	Reason for Deacc	Method of Disposal
D2018.1	1/19/2018	2601.4.a.c	drum, incomplete	Mr. Clare Backus	6/4/1964	cat. Card, argus record	NA	0	poor condition	MSU Surplus
D2018.2	4/26/2018	532.2	snowshoe	Eugene McKay	1/20/1958	cat. Card, argus record	NA	0	destroyed in fire while on loan	
D2018.3	4/30/2018	4300.2b	can of ground allspice	Jack Metcalf	1/6/1975	cat card, argus record	2	0	infested with insects	discarded
D2018.4	4/30/2018	2890.360f	box of caraway seeds	Orville Ward	11/8/1965	cat card, argus record	NA	0	infested with insects	discarded
D2018.5	4/30/2018	3385.8	map of Hillsdale County	Mrs. Howard Smith	9/18/1968	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.6	4/30/2018	443.7	white nightgown	Harry C. Barnett	10/15/1957	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.7	4/30/2018	2200.86	wool card	Mrs. E. B. DeCamp	6/26/1962	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.8	4/30/2018	2200.87	wool card	Mrs. E. B. DeCamp	6/26/1962	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.9	4/30/2018	2969CW	black leather trunk	Chamberlain Museum	9/1/1952	cat card, argus record	na	NA	Loaned, never returned, missing	missing
D2018.10	4/30/2018	1766HM	beam auger	E. E. Devereaux	Jun-54	cat card, argus record	na	NA	Loaned, never returned, missing	missing
D2018.11	4/30/2018	5727CW	block plane	Chamberlain Museum	9/1/1952	cat card, argus record	NA	NAA	Loaned, never returned, missing	missing
D2018.12	4/30/2018	2934CW	ox yoke	Chamberlain Museum	9/1/1952	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.13	4/30/2018	9313CW	red wool child's dress	Chamberlain Museum	Sep-52	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.14	4/30/2018	2250.29	buck saw	Robert Gierman	8/7/1962	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.15	4/30/2018	4171CW	school bell	Chamberlain Museum	Sep-52	cat card, argus record	NA	NA	Loaned, never returned, missing	missing
D2018.16	5/10/2018	7674.3	calendar	William S. Gamble	1/15/1993	cat card, argus record	NA	0	not useful for teaching or research	MSU Surplus
D2018.17	5/10/2018	7494.9	calendar	William S. Gamble	4/23/1993	cat card, argus record	NA	0	not useful for teaching or research	MSU Surplus
D2018.18	5/10/2018	7013.31	calendar	Vai Roy Berryman	4/9/1990	cat card, argus record	na	0	not useful for teaching or research	MSU Surplus
D2018.19	5/10/2018	5961.2S.1-4	calendar	no party	no record		NA	0	not useful for teaching or research	MSU Surplus
D2018.20	5/10/2018	5346.1.1-1.2	calendar	William S. Gamble	1970s	cat card, argus record	NA	0	not useful for teaching or research	MSU Surplus
D2018.21	5/10/2018	7674.4	calendar	William S. Gamble	Aug-94	cat card, argus record	NA	0	not useful for teaching or research	MSU Surplus
D2018.22	5/10/2018	7494.1	calendar	William S. Gamble	4/23/1993	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.23	5/10/2018	7326.4	calendar	William S. Gamble	3/10/1992	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.24	5/10/2018	7674.6	calendar	William S. Gamble	4/23/1993	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.25	5/10/2018	7674.5	calendar	William S. Gamble	4/23/1993	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.26	5/10/2018	5337.8	calendar	Claire E. Fitzgerald	4/23/1981	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.27	5/10/2018	6559.1	calendar	William S. Gamble	4/5/1987	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.28	5/10/2018	2750.4	calendars	Marie Saxton	2/9/1965	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.29	5/10/2018	5346.3	calendar	William S. Gamble	4/20/1981	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.30	5/10/2018	7494.4	calendar	William S. Gamble	4/23/1993	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.31	5/10/2018	6744.1	calendar	William S. Gamble	5/1/1988	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.32	5/10/2018	5395.2.1-2.2	calendars	William S. Gamble	1/1/1981	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2018.33	5/11/2018	266.23	table	Mrs. Thomas Osgood	4/30/1957	cat card, argus record	NA	50	no research/exhibition value	MSU Surplus
D2018.34	5/11/2018	1997.45.1	desk	MSU	9/12/1997	cat card, argus record	NA	30	no research/exhibition value	offer to Michigan History Museum
D2018.35	5/11/2018	2729CW	ottoman	Chamberlain Museum	9/1/1952	cat card, argus record	NA	10	no research/exhibition value	Offer to Three Oaks Museum
D2018.36	5/11/2018	2692CW	kitchen chair	Chamberlain Museum	9/1/1952	cat card, argus record	NA	10	no research/exhibition value	Offer to Three Oaks Museum
D2018.37	5/11/2018	3375.36	chair	Unknown - Found in collections	1/1/1968	cat card, argus record	NA	10	no research/exh value/poor condition	MSU Surplus
D2018.38	5/11/2018	2693CW	chair	Chamberlain Museum	9/1/1952	cat card, argus record	NA	10	no research/exh value/poor condition	Offer to Three Oaks Museum
D2018.39	5/11/2018	2009:101148	foot stool	Unknown - Found in collections	1/1/1968	cat card, argus record	NA	10	no research/exh value/poor condition	MSU Surplus
D2018.40	5/11/2018	4153.9B	chair	Dirk Gringhuis	10/19/1973	cat card, argus record	NA	30	no research/exh value/poor condition	MSU Surplus
D2018.41	5/11/2018	2664CW	chair	Chamberlain Museum	9/1/1952	cat card, argus record	NA	30	no research/exh value/poor condition	Offer to Three Oaks Museum
D2018.42	5/11/2018	6900.1.1-1.4	set of four chairs	Robert Gartung	1/1/1988	cat card, argus record	200	200	no research/exh value/poor condition	MSU Surplus
D2018.43	5/11/2018	3375.11	Queen Anne chair	Unknown - Found in collections	1/1/1968	cat card, argus record	na	50	no research/exh value/poor condition	MSU Surplus
D2018.44	5/11/2018	7185.5.1-5.2	2 Rococo chairs	Winton E. Stephan, MD	5/2/1991	cat card, argus record	400	150	no research/exh value/poor condition	MSU Surplus
D2018.45	5/11/2018	2698CW	gentleman's chair	Chamberlain Museum	9/1/1952	cat card, argus record	NA	200	no research/exh value/poor condition	Offer to Three Oaks Museum
D2018.46	5/11/2018	2699CW	ladies' chair	Chamberlain Museum	9/1/1952	cat card, argus record	NA	200	no research/exh value/poor condition	Offer to Three Oaks Museum
D2018.47	5/11/2018	2661CW	corner chair	Chamberlain Museum	Sep-52	cat card, argus record	NA	75	no research/exh value/poor condition	Offer to Three Oaks Museum
D2018.48	5/11/2018	328HM	lounge chair	Dr. Eloy Miller	3/27/1951	cat card, argus record	NA	25	no research/exh value/poor condition	MSU Surplus
D2018.49	5/11/2018	3375.2	chair	Unknown - Found in collections	Jan-68	cat card, argus record	45	60	no research/exh value/poor condition	MSU Surplus
D2018.50	5/11/2018	2001:71.1	Victorian sofa	Lawrence & Violet Dawson	11/8/2001	cat card, argus record	1800	800	no research/exh value/poor condition	MSU Surplus
D2018.51	5/11/2018	7631.1	chair	Michigan Campus Ministries	10/23/1993	cat card, argus record	40	20	no research/exh value/poor condition	MSU Surplus
D2018.52	5/11/2018	2615CW	desk	Chamberlain Museum	9/1/1952	cat card, no argus record	NA	50	no research/exh value/poor condition	Offer to Three Oaks Museum
D2018.53	5/11/2018	5376.3	office chair	John Hannah	Feb-81	no research/exh value/poor condition	250	100	no research/exh value/poor condition	MSU Surplus
D2018.54	5/11/2018	3057.15	sheet music cabinet	Mrs. Bryan Athey	Aug-66	cat card, argus record	NA	50	no research/exh value/poor condition	MSU Surplus
D2018.55	5/11/2018	3301.1A.1	desk	Dr. John F. Sander	Mar-68	cat card, argus record	NA	200	no research/exh value/poor condition	MSU Surplus
D2018.56	5/11/2018	6051.11	loveseat	Dr. and Mrs. Cecil Mackey	1/1/1987	cat card, argus record	400	200	no research/exh value/poor condition	MSU Surplus
D2018.57	5/11/2018	5127.2	secretary/desk	Homer Nowlin Estate	Mar-80	cat card, argus record	900	400	no research/exh value/poor condition	MSU Surplus
D2018.58	5/11/2018	3414.26	night stand	Joseph T. Cox	Nov-68	cat card, argus record	NA	100	no research/exh value/poor condition	MSU Surplus
D2018.59	5/11/2018	2797.3A-G	dresser	Albert H. Callahan	Jun-65	cat card, argus record	NA	150	no research/exh value/poor condition	MSU Surplus
D2018.60	5/11/2018	2009:101.135	chest	Unknown - Found in collections	1/1/2009	cat card, argus record	NA	75	no research/exhibit value/duplication	MSU Surplus
D2018.61	5/11/2018	2727CW	chair	Chamberlain Museum	9/1/1952	cat card, argus record	NA	35	no research/exhibit value/duplication	transfer to Three Oaks Museum
D2018.62	5/11/2018	24971	piano chair	Roy Underwood	Jun-92	cat card, argus record	NA	100	no research/exhibition value	MSU Surplus
D2018.63	5/11/2018	5127.6	table/stand	Homer Nowlin Estate	3/13/1980	cat card, argus record	25	35	partial piece, no use to research or exhibit	MSU Surplus
D2018.65	5/11/2018	4717.56	chair	John P. Hutton Estate	cat card, argus record		55	100	no research/exh value/poor condition	MSU Surplus
D2018.67	5/11/2018	3293.1-4	four Empire chairs	Macdon Williams	11/8/1967	cat card, argus record	NA	200	no research/exh value/poor condition	MSU Surplus
D2018.68	5/11/2018	2668CW	chair	Chamberlain Museum	9/1/1952	cat card, argus record	NA	50	no research/exh value/poor condition	MSU Surplus
D2018.69	5/11/2018	2783CW	chair	Chamberlain Museum	9/1/1952	record is missing	NA	25	no research/exh value/poor condition	MSU Surplus
D2018.70	5/11/2018	3375.39	chair	Unknown - Found in collections	1/1/1968	cat card, argus record	NA	100	no research/exh value/poor condition	MSU Surplus

D2018 71	5/11/2018	2009:101.145	chair	Unknown - Found in collections	1/1/2009	cat card, argus record	NA	25	no research/exh value/poor condition	MSU Surplus
D2018 72	5/11/2018	2040.4	chair	Col. M.T. Whitmore	11/2/1961	cat card, argus record	NA	50	no research/exhib value/ duplication	MSU Surplus
D2018 73	5/11/2018	11860HM	chair with needlepoint seat	Dr. Walter Mack	10/15/1956	cat card, argus record	NA	50	no research/exhibition value	MSU Surplus
D2018 74	5/11/2018	2017.9 20	chair	Unknown - Found in collections	1/1/2017	cat card, argus record	NA	25	no research/exhibition value	MSU Surplus
D2018 75	5/11/2018	2006:14.1-.8	table and four chairs	Dr. Sally Heivenston	1/1/2006	cat card, argus record	NA	500	no research/ exhibition value	MSU Surplus
D2018 76	5/11/2018	7185.1	table	Winton E. Stephan, MD	5/2/1991	cat card, argus record	850	200	no research/exhibition value, poor condition	MSU Surplus
D2018 77	5/11/2018	7185.2.1-.2.6	six chairs with rushseats	Winton E. Stephan, MD	5/2/1991	cat card, argus record	2000	600	no research or exhibition value	MSU Surplus
D2018 78	5/11/2018	5127.7	coffee table	Homer Nowlin Estate	3/13/1980	cat card, argus record	100	100	no research or exhibition value	MSU Surplus
D2018 79	5/11/2018	266.21	cupboard - 2 piece, carved	Mrs. Thomas Osgood	4/30/1957	cat card, argus record	NA	300	no research or exhibition value	MSU Surplus
D2018 80	5/11/2018	266.22	cupboard - 2 piece, carved	Mrs. Thomas Osgood	4/30/1957	cat card, argus record	NA	300	book case	MSU Surplus
D2018 81	5/11/2018	2748CW	bookcase	Chamberlain Museum	9/1/1952	cat card, argus record	NA	400	no research or exhibition value	MSU Surplus
D2018 82	5/11/2018	2009:101.140	household table	Unknown - Found in collections	1/1/2009	cat card, argus record	NA	50	no research or exhibition value	MSU Surplus
D2018 83	5/11/2018	457.2	table	Helen B. Dority	10/23/1957	cat card, argus record	NA	25	no research or exhibition value	MSU Surplus
D2018 84	5/11/2018	5127.4	table / stand	Homer Nowlin Estate	3/13/1980	cat card, argus record	50	40	no research or exhibition value	MSU Surplus
D2018 85	5/11/2018	5127.5	plant stand	Homer Nowlin Estate	3/13/1980	cat card, argus record	45	40	no research or exhibition value	MSU Surplus
D2018 86	5/11/2018	2612CW8	plant stand	Chamberlain Museum	9/1/1952	cat card, argus record	NA	25	no research or exhibition value	transfer to Three Oaks Museum
D2018 87	5/11/2018	1931HM	table	Rhoda Walker Estate	11/24/1954	cat card, argus record	6	35	no research or exhibition value	MSU Surplus
D2018 88	5/11/2018	2627CW	washstand	Chamberlain Museum	9/1/1952	cat card, argus record	NA	50	no research or exhibition value	transfer to Three Oaks Museum
D2018 89	5/11/2018	7334.114.1	table	Jack Beattie	cat card, argus record	40	75	no research or exhibition value	MSU Surplus	
D2018 90	5/11/2018	5127.8	table	Homer Nowlin Estate	3/13/1980	cat card, argus record	100	25	no research or exhibition value	MSU Surplus
D2018 91	5/11/2018	3375.17	maple table	Unknown - Found in collections	Jan-68	cat card, argus record	NA	80	no research or exhibition value	MSU Surplus
D2018 92	5/11/2018	3375.16	table	Unknown - Found in collections	1/1/1968	cat card, argus record	NA	200	no research or exhibition value/ dup	MSU Surplus
D2018 93	5/11/2018	1869HM	wood and marble table	Forest Akers NA	9/15/1954	cat card, argus record	65	200	no research or exhibition value	MSU Surplus
D2018 94	5/11/2018	7240.71	table	Unknown - Found in collections	10/1/1991	cat card, argus record	NA	100	no research or exhibition value	MSU Surplus
D2018 95	5/17/2018	5713.45	calendar	Val Roy Berryman	12/1/1982	cat card, argus record	NA	0	no research or exhibition value	MSU Surplus
D2018 96	5/17/2018	3014.21	calendar	Val Roy Berryman	1/1/1966	no record	NA	2	no research or exhibition value	MSU Surplus
D2018 97	5/17/2018	2750.3F, I, L, Q, R, U	calendar	Marie Saxton	2/9/1965	cat card, argus record	NA	1	no research or exhibition value	MSU Surplus
D2018 98	5/17/2018	4179.12	calendar	Everett R. Hames	1/8/1974	no record	na	1	no research or exhibition value	MSU Surplus
D2018 99	5/17/2018	7007.13	calendar	Cheryl martin	2/20/1990	cat card, argus record	5	5	no research or exhibition value	MSU Surplus
D2018 100	5/17/2018	5127.187.1	calendar	Homer Nowlin Estate	3/13/1980	cat card, argus record	NA	5	no research or exhibition value	MSU Surplus
D2018 101	5/17/2018	2750.4F, N, O	calendar	Marie Saxton	2/9/1965	cat card, argus record	NA	5	no research or exhibition value	MSU Surplus
D2018 102	5/17/2018	2755.24	calendar	Milo Smith	2/24/1965	cat card, argus record	NA	5	no research or exhibition value	MSU Surplus
D2018 103	5/17/2018	6178.2-4	calendar	Val Roy Berryman	4/2/1986	cat card, argus record	1	1	no research or exhibition value	MSU Surplus
D2018 104	5/17/2018	7439.3	calendar	William S. Gamble	11/15/1993	cat card, argus record	15	5	no research or exhibition value	MSU Surplus
D2018 105	5/17/2018	2750.2F	calendar	Marie Saxton	2/9/1965	cat card, argus record	NA	0	no research or exhibition value	MSU Surplus
D2018 106	5/17/2018	2750.748	calendar	Marie Saxton	2/9/1965	cat card, argus record	NA	0	no research or exhibition value	MSU Surplus
D2018 107	5/17/2018	5874.2	calendar	Lee D. Reasoner	2/24/1984	cat card, argus record	10	2	no research or exhibition value	MSU Surplus
D2018 108	5/17/2018	1860	calendars	Zoe b. Ford, Marvin Cain	no records	NA	0	no research or exhibition value	MSU Surplus	
D2018 109	5/17/2018	2953.11A&B	calendar	Hazel Hastings	4/16/1966	no record	NA	5	no research or exhibition value	MSU Surplus
D2018 110	5/17/2018	2755.23	calendar	Milo Smith	2/24/1965	cat card, argus record	NA	5	no research, exhibition value	MSU Surplus
D2018 111	5/17/2018	1404	embossed print	Mrs. Helen Albin	6/8/1960	no record	NA	1	no research, exhibition value	MSU Surplus
D2018 112	5/17/2018	2750.1A, H, X	calendars	Marie Saxton	2/9/1965	cat card, argus record	NA	5	no research, exhibition value	MSU Surplus
D2018 113	5/17/2018	1998.19.8	calendar	Val Roy Berryman	1/1/1998	cat card, argus record	NA	2	no research, exhibition value	MSU Surplus
D2018 114	5/17/2018	4356.3	calendar	Val Roy Berryman	6/23/1975	cat card, argus record	1	5	no research, exhibition value	MSU Surplus
D2018 115	5/17/2018	4438.19	calendar	James Gay	11/24/1975	cat card, argus record	1.5	1	no research, exhibition value	MSU Surplus
D2018 116	5/17/2018	5648.3.1-7	calendars	Val Roy Berryman	8/1/1982	cat card, argus record	3.5	10	no research, exhibition value	MSU Surplus
D2018 117	5/17/2018	5769.1-.11.1	calendars	Claire E. Fitzgerald	1/1/1983	cat card, argus record	11	0	no research, exhibition value	MSU Surplus
D2018 118	5/17/2018	5769.2.1-.2.12	calendars	Claire E. Fitzgerald	1/1/1983	cat card, argus record	12	15	no research, exhibition value	MSU Surplus
D2018 119	5/17/2018	5840.1.1-.1.11	calendars	Claire E. Fitzgerald	1/4/1984	cat card, argus record	5.5	22	no research exhibition value	MSU Surplus
D2018 120	5/17/2018	5337.7.1-.7.11	calendars	Claire E. Fitzgerald	1/26/1981	cat card, argus record	8.25	22	no research or exhibition value	MSU Surplus
D2018 121	5/17/2018	10998CW	pewter bowl	Chamberlain Museum	9/1/1952	cat card, argus record	NA	20	damaged, duplication in collection	transfer to Three Oaks Museum
D2018 122	5/17/2018	10407CW	pewterplate	Chamberlain Museum	9/1/1952	cat card, argus record	NA	100	no reseach, exhibition value	transfer to Three Oaks Museum
D2018 123	5/17/2018	10898CW.1-.2	pewter plates	Chamberlain Museum	9/1/1952	cat card, argus record	NA	50	duplication in collection	transfer to Three Oaks Museum
D2018 124	5/17/2018	10406CW	pewterplate	Chamberlain Museum	9/1/1952	cat card, argus record	NA	50	duplication in collection	transfer to Three Oaks Museum
D2018 125	5/17/2018	1683.2	pewter porringer	Mrs Charles F. Jacobs	1/23/1961	cat card, argus record	NA	50	duplication in collection	MSU Surplus
D2018 126	5/17/2018	2006.37.80	pewter porringer	College of Human Ecology	7/13/2006	cat card, argus record	NA	50	duplication in collection	MSU Surplus
D2018 127	5/17/2018	5055.273	pewter porringer	Jack Ridenour	10/30/1981	cat card, argus record	3	30	duplication in collection	MSU Surplus
D2018 128	5/17/2018	4775.338	pewter tea pot	Unknown - Found in collections NA	1/8/1979	cat card, argus record	NA	50	duplication in collection	MSU Surplus
D2018 129	5/17/2018	2001.41.18	rug	Ernest Rogers Estate	7/3/2001	cat card, argus record	650	650	duplication in collection	MSU Surplus
D2018 130	5/17/2018	2001.41.16	rug	Ernest Rogers Estate	7/3/2001	cat card, argus record	975	975	duplication in collection	MSU Surplus
D2018 131	5/17/2018	2001.41.24	rug	Ernest Rogers Estate	7/3/2001	cat card, argus record	620	620	duplication in collection	MSU Surplus
D2018 132	5/17/2018	2001.41.32	rug	Ernest Rogers Estate	7/3/2001	cat card, argus record	1650	1650	duplication in collection	MSU Surplus
D2018 133	5/17/2018	2001.41.7	rug	Ernest Rogers Estate	7/3/2001	cat card, argus record	425	425	duplication in collection	MSU Surplus
D2018 134	5/17/2018	2001.41.19	rug	Ernest Rogers Estate	7/3/2001	cat card, argus record	1290	1290	duplication in collection	MSU Surplus
D2018 135	5/17/2018	2001.41.11	rug	Ernest Rogers Estate	7/3/2001	cat card, argus record	600	600	duplication in collection	MSU Surplus
D2018 136	5/29/2018	11395CW	fragment of carpet	Chamberlain Museum	9/1/1952	cat card, argus record	NA	5	fragment, not useful for teaching	transfer to Education Collection
D2018 137	5/29/2018	2004.24.9	coverlet	Joyce F. Kleckner	5/13/2004	cat card, argus record	100	40	poor condition, duplication in coll	MSU Surplus
D2018 138	5/29/2018	443.1	coverlet	Harry C. Barnett	10/15/1957	cat card, argus record	NA	100	poor condition, duplication in coll	MSU Surplus
D2018 139	11/7/2018	2011:159.10	coverlet fragment	HED Department	7/3/1905	cat card, argus record	NA	0	fragment, not useful for teaching	transfer to Education Collection
D2018 140	11/27/2018	1997.39.8.1-.2	naval uniform	Lt. Com Liz Coelho	4/7/1997	cat card, argus record	NA	50	duplication in collection	MSU Surplus
D2018 141	11/27/2018	3845.46c	naval uniform shirt	Josepi Coelho	8/19/1971	cat card, argus record	NA	0	duplication in collection	MSU Surplus

D2018.142	11/27/2018	4225.41c-d	army uniform	Larry Hardy	10/4/1973	cat card, argus record	NA	10	duplication in collection	MSU Surplus
D2018.143	11/27/2018	4197.8A, B	naval uniform	Rollin Baker	1/30/1974	cat card, argus record	NA	10	duplication in collection	MSU Surplus
D2018.144	11/27/2018	3385.197A	naval uniform jacket	Mrs. Howard Smith	9/18/1968	cat card, argus record	NA	20	duplication in collection	MSU Surplus
D2018.145	11/27/2018	1915..12	US Air Force uniform shirt	Mrs. Betty Longman	8/22/1961	cat card, argus record	NA	5	duplication in collection	MSU Surplus
D2018.146	11/27/2018	1915..16	US Air Force uniform shirt	Mrs. Betty Longman	8/22/1961	cat card, argus record	NA	5	duplication in collection	MSU Surplus
D2018.147	11/27/2018	5604.2.2	US Navy dress hat	Rollin Baker	6/4/1982	cat card, argus record	NA	5	duplication in collection	MSU Surplus
D2018.148	11/27/2018	6239.2	US Navy wool cap	Rev. J. David Menchhofer	8/11/1986	cat card, argus record	NA	5	duplication in collection	MSU Surplus

Recommendation to Deaccession Collections

Transaction Numbers: D 2017.1- D2017.87

Staff Recommendations

I recommend these deaccessions

Whitney T. Kipada Date 31 May 2017
Curator

I recommend these deaccessions

Lynne Swanson Date 5/31/17
Collections Manager

Director's Approval

I approve these deaccessions as proposed and I authorize action in accordance with museum policy.

Paul Spalding Date 2/9/17
Director

2013 Deaccessions

Transaction #	Date	Catalog #	Object Name	Donor Name	Date of Acquisition	Documentation	Incoming Est.	curr	Reason for Deacc	Method of Disposal
D2017.1	3/17/2017	2750.84a-b	doll arms	Marie Saxton	2/9/1965	cat. Card, argus record	NA	5	poor condition	MSU Surplus
D2017.2	3/17/2017	752.129a-b	doll legs	Marquette County Hist. Soc.	9/11/1958	cat. Card, argus record	NA	5	poor condition	MSU Surplus
D2017.3	3/17/2017	1112.5	doll head	Mrs. Carl Eagles	8/4/1959	cat card, argus record	NA	5	poor condition	MSU Surplus
D2017.4	3/17/2017	752.129C & D	doll arms	Marquette County Hist. Soc.	9/11/1958	cat card, argus record	NA	1	poor condition	MSU Surplus
D2017.5	3/17/2017	860.90.19	doll body	Mrs. J. Kermit Carey	12/10/1958	cat card, argus record	NA	1	poor condition	MSU Surplus
D2017.6	3/17/2017	2242.5	doll	Mrs. Clark L. Wood	7/6/1962	cat card, argus record	NA	1	poor condition	MSU Surplus
D2017.7	3/17/2017	2885cw	doll from algeria	Chamberlain Museum	9/1/1952	cat card, argus record		4	poor condition	MSU Surplus
D2017.8	3/17/2017	2881cw	doll from algeria	Chamberlain Museum	9/1/1952	cat card, argus record	na	5	poor condition	MSU Surplus
D2017.9	3/17/2017	1972.8	small doll	Mrs. Carl Wolffe	9/8/1961	cat card, argus record	na	5	poor condition	MSU Surplus
D2017.10	3/17/2017	3385.179a	doll	Mrs. howard Smith	Sep-68	cat card, argus record	na	5	poor condition	MSU Surplus
D2017.11	3/17/2017	752.128	doll	Marquette County Hist. Soc.	9/11/1958	cat card, argus record	NA	5	poor condition	MSU Surplus
D2017.12	3/17/2017	752.127	doll	Marquette County Hist. Soc.	9/11/1958	cat card, argus record	NA	5	poor condition	MSU Surplus
D2017.13	3/17/2017	1972.5	doll	Mrs. howard Smith	Sep-68	cat card, argus record	NA	5	poor condition	MSU Surplus
D2017.14	3/17/2017	2883cw	doll from algeria	Chamberlain Museum	9/1/1952	cat card, argus record	NA	5	poor condition	MSU Surplus
D2017.15	3/17/2017	3803.223	doll body	Marion Woodfield	May71	cat card, argus record	NA	1	no research/exhibition value	MSU Surplus
D2017.16	3/17/2017	1972.18A-L	doll in parts	Mrs. Carl Wolffe	9/8/1961	cat card, argus record	NA	5	poor condition/provenance	Three Oaks Museum
D2017.17	3/17/2017	1972.20A-E	doll in parts	Mrs. Carl Wolffe	9/8/1961	cat card, argus record	NA	5	poor condition	MSU Surplus
D2017.18	3/17/2017	8417hm(1)	broken vase	Mrs. Frederick D. Richey	3/6/1956	cat card, argus record	na	5	poor condition	MSU Surplus
D2017.19	3/17/2017	11656(b)CW	broken hen dish	Chamberlain Museum	9/1/1952	cat card, argus record	NA	5	poor condition	MSU Surplus
D2017.20	3/17/2017	3201.3	broken doll in many parts	Walter C. Schneider	Jul-67	cat card, argus record	NA	10	poor condition	MSU Surplus
D2017.21	3/17/2017	3201.5	doll wig	Walter C. Schneider	Jul-67	cat card, argus record	NA	10	poor condition/duplication	MSU Surplus
D2017.22	3/24/2017	2011.45.80.1	box	shirley Vickery	1/12/2012	cat card, argus record		1	no research/exhibition value	MSU Surplus
D2017.23	3/24/2017	2011.45.30.1-21	funeral cards	shirley Vickery	1/12/2012	cat card, argus record		1	no research/exhibition value	discard
D2017.24	3/24/2017	2011.45.32	greeting card	shirley Vickery	1/12/2012	cat card, argus record		1	no research/exhibition value	discard
D2017.25	3/24/2017	2011.45.31	greeting card	shirley Vickery	1/12/2012	NA		1	no research/exhibition value	discard
D2017.26	3/24/2017	2011.45.36	greeting card	shirley Vickery	1/12/2012	cat card, argus record		1	no research/exhibition value	discard
D2017.27	3/24/2017	2011.45.35	greeting card	shirley Vickery	1/12/2012	cat card, argus record		1	no research/exhibition value	discard
D2017.28	3/24/2017	2011.45.34.1	greeting card	shirley Vickery	1/12/2012	cat card, argus record		1	no research/exhibition value	discard
D2017.29	3/24/2017	2011.45.2	program	shirley Vickery	1/12/2012	cat card, argus record		0	no research/exhibition value	discard
D2017.30	3/24/2017	2011.45.44	candy box	shirley Vickery	1/12/2012	cat card, argus record		15	no research/exhibition value	MSU Surplus
D2017.31	3/24/2017	2011.45.43	children's book	shirley Vickery	1/12/2012	cat card, argus record		10	poor condition	MSU Surplus
D2017.32	3/24/2017	2011.45.81	box	shirley Vickery	1/12/2012	cat card, argus record		10	no research/exhibition value	MSU Surplus
D2017.33	3/24/2017	2011.45.29	guest book in box	shirley Vickery	1/12/2012	cat card, argus record		5	no research/exhibition value	discard
D2017.34	3/24/2017	2154hm	harness	Ralph halladay	9/29/1955	cat card, argus record	NA	0	no research/exhibition value	MSU Surplus
D2017.35	3/24/2017	3775hma&b	saddle packs	Scott turner	3/21/1956	cat card, argus record	NA	15	no research/exhibition value	MSU Surplus
D2017.36	3/24/2017	743HM	bridle	Mrs. John A. Hannah	12/10/1951	cat card, argus record	NA	5	no research/exhibition value	MSU Surplus
D2017.37	3/24/2017	3774hm	saddle	Scott turner	3/21/1956	cat card, argus record	NA	10	no research/exh value/poor condition	MSU Surplus
D2017.38	3/24/2017	2909cw	saddle	Chamberlain Museum	9/1/1952	cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.39	3/24/2017	2902cw	saddle	Chamberlain Museum	9/1/1952	cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.40	3/24/2017	2922cw	horse collar	Chamberlain Museum	9/1/1952	cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.41	3/24/2017	2911cw	saddle	Chamberlain Museum	9/1/1952	ca card, argus record	NA	10	no research/exh value/poor condition	MSU Surplus
D2017.42	3/24/2017	742hm	saddle	Mrs. John A. Hannah	12/10/1951	cat card, argus record	NA	10	no research/exh value/poor condition	MSU Surplus
D2017.43	3/24/2017	2900cw	saddle	Chamberlain Museum	9/1/1952	cat card, argus record	na	5	no research/exh value/poor condition	MSU Surplus
D2017.44	3/24/2017	2908CW	saddle	Chamberlain Museum	9/1/1952	cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.45	3/24/2017	240.62	harness belt	Found in Collections	4/5/1957	cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.46	3/24/2017	11954HM	horse shoe protector	Ronald R Stilson	11/30/1956	cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.47	3/24/2017	381hm	halter	James M. Pierce	Apr-51	cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.48	3/24/2017	462hm	harness	James Cuatt	5/18/1951	cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.49	3/24/2017	2901CW	saddle	Chamberlain Museum	Sep-52	cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.50	3/24/2017	463hm	horse collar & harness	James Cuatt	5/18/1951	cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.51	3/24/2017	11960hm a&b	pad	Donald R. Stilson		cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.52	3/24/2017	1993hm	fly nets for horses	Donald R. Stilson	5/1/1955	cat card, - no argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.53	3/24/2017	5291cw	bag	Chamberlain Museum	Sep-52	cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.54	3/24/2017	11957HM	harness	Donald R. Stilson	May-55	cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.55	3/24/2017	11959HM	leather strap	Donald R. Stilson	May-55	cat card, argus record	NA	5	no research/exh value/poor condition	MSU Surplus
D2017.56	3/24/2017	3765HM	canvas bags	Scott turner	3/21/1956	cat card, argus record		10	no research/exh value/poor condition	MSU Surplus
D2017.57	3/24/2017	3385.151	doll	Mrs. howard Smith	Sep-68	cat card, argus record	NA	10	Poor condition	MSU Surplus
D2017.58	3/24/2017	2002.178.5	box	staff purchase	Jun-05	cat card, argus record	NA	1	duplication and condit	MSU Surplus
D2017.59	3/24/2017	860.93a-e		Mrs. J. Kermit Carey	Dec-58	cat card, argus record	NA	10	poor condition	MSU Surplus
D2017.60	3/24/2017	752.26	doll head	Marquette County Hist. Soc.	9/11/1958	cat card, argus record	NA	5	extremely poor condition	MSU Surplus
D2017.61	3/24/2017	861.15C	doll leg	Maurice Whitmore	12/7/1958	ca card, argus record	NA	1	partial piece	MSU Surplus
D2017.62	3/29/2017	4354.24A	doll head and torso	Amelie Vasold	Jun-75	cat card, argus record		2	1 partial piece, no use to research or exhib	MSU Surplus
D2017.63	3/29/2017	4354.25A	doll body, no arms	Amelie Vasold	6/1/1975	cat card, argus record		2	2 partial piece, no use to research or exhib	MSU Surplus
D2017.64	3/29/2017	752.262	doll head	MarquetteCounty Hist. Soc.	9/11/1958	cat card, argus record	NA	5	partial piece, no use to research or exhib	MSU Surplus
D2017.65	4/5/2017	1865HM	mattress	Akers	9/15/1954	cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus

D2017.66	4/5/2017	2001:55.46.3.4	mattress			cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.67	4/5/2017	2001:55.46.3.5	box spring mattress			cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.68	4/5/2017	2009:126.1.1.9	box spring mattress			cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.69	4/5/2017	2009:126.1.1.10	mattress			cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.70	4/5/2017	3471.44	mattress			cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.71	4/5/2017	3471.45	mattress			cat card, argus record	NA	0	no research/exh value/poor condition	MSU Surplus
D2017.72	4/14/2017	2740cw	bed	Chamberlain Museum		9/1/1952 cat card, argus record	NA	50	no research/exhib value/ duplication	MSU Surplus
D2017.73	4/14/2017	10149cw	wood sample	Chamberlain Museum		9/1/1952 cat card, argus	NA	0	no research/exhibition value	discard
D2017.74	4/20/2017	2836CW	marimba	Chamberlain Museum		9/1/1952 cat card, argus record	NA	10	no research/exhibition value	MSU Surplus
D2017.75	4/21/2017	4770.1a-k	franklin mint bronze medals	Charles R. Schmitter		11/7/1978 cat card, argus record	NA	300	no research/ exhibition value	MSU Surplus
D2017.76	4/21/2017	810.1	framed Victorian-Era wreath	Mrs. George Fishel		10/23/1958 cat card, argus record	NA	50	no research/exhibition value, poor condi	MSU Surplus
D2017.77	4/21/2017	1152.1	empty frame	Mrs Raymond Richards		9/8/1959 cat card, argus record	NA	10	no research or exhibition value	MSU Surplus
D2017.78	4/21/2017	240.249	Currier and Ives reprints - 26	Found in Collections		4/5/1957 cat card, argus record	NA	5 each	no research or exhibition value	MSU Surplus
D2017.79	4/24/2017	240;250	Currier and Ives reprints - 26	Found in Collections		4/5/1957 cat card, argus record	NA	5 each	no research or exhibition value	MSU Surplus
D2017.80	4/24/2017	240.251	Currier and Ives reprints - 19	Found in Collections		4/5/1957 cat card, argus record	NA	5 each	no research or exhibition value	MSU Surplus
D2017.81	4/24/2017	240.148	Currier and Ives reprints - 26	Found in Collections		4/5/1957 cat card, argus record	NA	5 each	no research or exhibition value	MSU Surplus
D2017.82	4/24/2017	240.147	Currier and Ives reprints - 26	Found in Collections		4/5/1957 cat card, argus record	NA	5 each	no research or exhibition value	MSU Surplus
D2017.83	4/24/2017	240.146	Currier and Ives reprints - 26	Found in Collections		4/5/1957 cat card, argus record	NA	5 each	no research or exhibition value	MSU Surplus
D2017.84	4/24/2017	6230.53.1-6	Currier and Ives reprints - 6	Robert Bartlett		6/26/1986 cat card, argus record		1	5 each no research or exhibition value	MSU Surplus
D2017.85	4/24/2017	7439.6.1-5	Currier and Ives reprints - 5	William S. Gamble		1/15/1993 cat card, argus record		5	5 each no research or exhibition value	MSU Surplus
D2017.86	4/24/2017	3371.73	printed lithograph	J. Paul Schneider		7/29/1968 cat card, argus record	NA	5	no research or exhibition value	MSU Surplus
D2017.87	5/31/2017	6717.1.1-1.9	enlarged photos used in exhibit	MSU Dept. of Ag Engineering		5/12/1988 cat card, argus record	NA	0	no research or exhibition value	MSU Surplus

Recommendation to Deaccession Collections

Transaction Numbers: D 2017.88- D2017.294

Staff Recommendations

I recommend these deaccessions

Friday Weiland Date 1/24/18
Curator

I recommend these deaccessions

Lynne Swanson Date 1/24/2018
Collections Manager

Director's Approval

I approve these deaccessions as proposed and I authorize action in accordance with museum policy.

Mark Swoboda Date 1/24/18
Director

2017 Deaccessions - Clothing and Textiles

Transaction	Date	Catalog #	Object Name	Donor Name	Date of Acquisition	Documentation	Incoming Value	Est. curr	Reason for Deacc	Method of Disposal
D2017.88	6/23/2017	5393.3	cape	Carol Jacob	3/18/1981	cat. Card, argus record	\$50		poor condition	MSU Surplus
D2017.89	6/23/2017	7334.97	dress	Jack Beattie	6/3/1992	cat. Card, argus record	\$30		poor condition	MSU Surplus
D2017.90	6/23/2017	3632.2	dress	Mrs. John M. Winburne	9/24/1970	cat card., argus record	\$2		poor condition	MSU Surplus
D2017.91	6/23/2017	3609.24	dress	Lucile Niebling Edwards	6/25/1970	cat card, argus record	\$5		poor condition	MSU Surplus
D2017.92	6/23/2017	3385.198	dress	Mrs. Howard Smith	9/18/1968	cat card, argus record	NA		poor condition	MSU Surplus
D2017.93	6/23/2017	2499.43	skirt	Mrs. Robert Rosso	9/7/1963	cat card, argus record	NA		poor condition	MSU Surplus
D2017.94	6/23/2017	5148.3	skirt	Ruth Hornbeck	7/10/1980	cat card, argus record	\$6		poor condition	MSU Surplus
D2017.95	6/23/2017	850.34	skirt	Mrs. J. Kermit Carey	11/28/1958	cat card, argus record	NA		poor condition	MSU Surplus
D2017.96	6/23/2017	1804.3	dress	Mrs. Burr Kenneth Osborne	6/19/1961	cat card, argus record	NA		poor condition	MSU Surplus
D2017.97	6/23/2017	850.63	dress	Mrs. J. Kermit Carey	11/28/1958	cat card, argus record	NA	0.5	poor condition	MSU Surplus
D2017.98	6/23/2017	1997.125.5	dress	Robert Rorich	12/1/1997	cat card, argus record	NA		poor condition	MSU Surplus
D2017.99	6/23/2017	850.165	dress	Mrs. J. Kermit Carey	11/28/1958	cat card, argus record		0.25	poor condition	MSU Surplus
D2017.100	6/23/2017	2408.23	dress	Mrs. Wilson Campbell	5/1/1963	cat card, argus record	NA		poor condition	MSU Surplus
D2017.101	6/23/2017	850.174	dress	Mrs. J. Kermit Carey	11/28/1958	cat card, argus record		0.5	poor condition	MSU Surplus
D2017.102	6/23/2017	4015.4	coat	Bill Spencer	10/10/1972	cat card, argus record	\$20		poor condition	MSU Surplus
D2017.103	6/23/2017	850.2	dress	Mrs. J. Kermit Carey Mrs. J. Kermit Carey Marilyn Couture; Edward	11/28/1958	cat card, argus record	1		poor condition	MSU Surplus
D2017.104	6/23/2017	850.12	dress	Couture; Au N/A Mrs. J	11/28/1958	cat card, argus record	NA		poor condition	MSU Surplus
D2017.105	6/23/2017	7682.49	dress	Kermit Carey	4/21/1994	cat card, argus record	NA		poor condition	MSU Surplus
D2017.106	6/23/2017	850.60	dress	Mrs. Robert Rosso Marie Saxton	11/28/1958	cat card, argus record	NA		poor condition	MSU Surplus
D2017.107	6/23/2017	2499.39	dress		9/7/1963	cat card, argus record	NA		poor condition	MSU Surplus
D2017.108	6/23/2017	2750.210	stole		2/9/1965	cat card, argus record	NA		poor condition	MSU Surplus
D2017.109	6/23/2017	1374HM	veil, blouse, skirt, je	Dr. Kate E. Lamb	3/12/1953	cat card, argus record	NA		poor condition	MSU Surplus
D2017.110	6/23/2017	3792.4	bonnet	Mrs. L. J. Bariil	4/27/1971	cat card, argus record		2	poor condition	MSU Surplus
D2017.111	6/23/2017	9086CW	skirt, bodice, dress	Chamberlain Memorial Museum	9/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.112	6/23/2017	266.93	skirt	Mrs. Thomas Osgood	4/30/1957	cat card, argus record	NA		poor condition	MSU Surplus
D2017.113	6/23/2017	9144CW	skirt	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.114	6/23/2017	9198CW	coat	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.115	6/23/2017	11593CW	dress	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.116	6/23/2017	2743.46	skirt	Lawrence L. Quill	1/29/1965	cat card, argus record	NA		poor condition	MSU Surplus
D2017.117	6/23/2017	9277CW	skirt	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.118	6/23/2017	1723HM	skirt	Cain Rd. Mrs. Carl Wolffe	3/11/1954	cat card, argus record	NA		poor condition	MSU Surplus
D2017.119	6/23/2017	7682.46	dress	Marilyn Couture; Edward Couture; Au	4/21/1994	cat card, argus record	NA		poor condition	MSU Surplus
D2017.120	6/23/2017	3978.101 (a,b)	jacket, skirt	N/A		cat card, argus record	NA		poor condition	MSU Surplus
D2017.121	6/23/2017	3978.124 (a,b)	bodice, skirt	N/A		cat card, argus record	NA		poor condition	MSU Surplus
D2017.122	6/23/2017	3890.46 (a,b)	dress, skirt	Val Roy Berryman	4/5/1972	cat card, argus record	\$40		poor condition	MSU Surplus

D2017.123	6/23/2017	2544.185 (a,b, dress, skirt, overskirt)	Mrs. John Marston	1/15/1964	cat card, argus record	NA		poor condition	MSU Surplus
D2017.124	6/23/2017	1683.1 (a,b,c) dress, skirt, overskirt	Mrs. Charles F. Jacobs	1/23/1961	cat card, argus record	NA		poor condition	MSU Surplus
D2017.125	6/23/2017	850.87 (a,b) dress, skirt	Mrs. J. Kermit Carey	11/28/1958	cat card, argus record	NA		poor condition	MSU Surplus
D2017.126	6/23/2017	4110.11 (a,b,c skirt, bodice, blouse)	Mrs. Merle Kurtz	7/23/1973	cat card, argus record	NA		poor condition	MSU Surplus
D2017.127	6/23/2017	628.7 blouse	Mrs. George Wallace	5/7/1958	cat card, argus record	NA		poor condition	MSU Surplus
D2017.128	6/23/2017	5148.1 jacket	Ruth Hornbeck		cat card, argus record	NA		poor condition	MSU Surplus
D2017.129	6/23/2017	63472 vest	N/A		cat card, argus record	NA		poor condition	MSU Surplus
D2017.130	6/23/2017	2408.26 blouse	Mrs. Wilson Campbell	5/1/1963	cat card, argus record	NA		poor condition	MSU Surplus
D2017.131	6/23/2017	4979.6 blouse	Darrell Smith	1/17/1980	cat card, argus record		\$10	poor condition	MSU Surplus
D2017.132	6/23/2017	6540.3 cape	Janice Cummings	12/8/1986	cat card, argus record		\$15	poor condition	MSU Surplus
D2017.133	6/23/2017	2499.44 jacket	Mrs. Robert Rosso	9/7/1963	cat card, argus record		\$3	poor condition	MSU Surplus
D2017.134	6/23/2017	9234CW jacket	Chamberlain Memorial Museum	9/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.135	6/23/2017	1379HM jacket	Earl Edgerton	3/11/1953	cat card, argus record	NA		poor condition	MSU Surplus
D2017.136	6/23/2017	2499.38 cape	Mrs. Robert Rosso	9/7/1963	cat card, argus record		\$3	poor condition	MSU Surplus
D2017.137	6/23/2017	828.2 blouse	M. A. Chapin	10/15/1958	cat card, argus record	NA		poor condition	MSU Surplus
D2017.138	6/23/2017	9374CW blouse	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.139	6/23/2017	1590.40 blouse	Lucile Niebling Edwards	9/29/1960	cat card, argus record	NA		poor condition	MSU Surplus
D2017.140	6/23/2017	1797.5 blouse	Mrs. O. F. Edwards	6/14/1961	cat card, argus record		\$1	poor condition	MSU Surplus
D2017.141	6/23/2017	266.105 blouse	Mrs. Thomas Osgood	4/30/1957	cat card, argus record		\$5	poor condition	MSU Surplus
D2017.142	6/23/2017	224.57 blouse	Mrs. Irving Holmes	3/15/1957	cat card, argus record		\$1	poor condition	MSU Surplus
D2017.143	6/23/2017	224.54 (A-E) blouses, waist	Mrs. Irving Holmes	3/15/1957	cat card, argus record	NA		poor condition	MSU Surplus
D2017.144	6/23/2017	9583CW bodice	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.145	6/23/2017	4173.5 jacket		11/5/1973	cat card, argus record		\$2	poor condition	MSU Surplus
D2017.146	6/23/2017	1310.440 blouse	Mary Berryman Ethel M. Page	1/31/1960	cat card, argus record	NA		poor condition	MSU Surplus
D2017.147	6/23/2017	4304.5 blouse	Mrs. Don K. Gothro	11/13/1974	cat card, argus record		\$6	poor condition	MSU Surplus
D2017.148	6/23/2017	5435.3 blouse	Bee Vary, Karl Vary	8/17/1981	cat card, argus record		\$10	poor condition	MSU Surplus
D2017.149	6/23/2017	3978.79 waist	N/A		cat card, argus record	NA		poor condition	MSU Surplus
D2017.150	6/23/2017	9397CW cape	Chamberlain Memorial Museum	9/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.151	6/23/2017	4811.30 blouse	Dell Bennett	3/19/1979	cat card, argus record		\$3	poor condition	MSU Surplus
D2017.152	6/23/2017	3978.131 blouse	N/A		cat card, argus record	NA		poor condition	MSU Surplus
D2017.153	6/23/2017	3385.146 blouse	Mrs. Howard Smith	9/18/1968	cat card, argus record	NA		poor condition	MSU Surplus
D2017.154	6/23/2017	11745HM	N/A		cat card, argus record	NA		poor condition	MSU Surplus
D2017.155	6/23/2017	319.3 jacket	Mrs. John H. Chamberlain	6/27/1957	cat card, argus record		\$15	poor condition	MSU Surplus
D2017.156	6/23/2017	9351CW vest	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.157	6/23/2017	9517CW jacket	Chamberlain Memorial Museum	7/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum
D2017.158	6/23/2017	6072.1 jacket	Gladys Harvey Gainer, hazel Harvey M	8/6/1985	cat card, argus record		\$25	poor condition	MSU Surplus
D2017.159	6/23/2017	6966.3 blouse	Mr and Mrs Gary Granger	4/7/1989	cat card, argus record		\$20	poor condition	MSU Surplus
D2017.160	6/23/2017	1285HM blouse	Julia Tear	2/6/1953	cat card, argus record	NA		poor condition	MSU Surplus

		224.54 (D,E)											
D2017.161	6/23/2017		blouses	Mrs. Irving Holmes	3/15/1957	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.162	6/23/2017	3978.129	bodice	N/A	N/A	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.163	6/23/2017	2743.40	blouse	Dr. Lawrence L. Quill	1/29/1965	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.164	6/23/2017	2408.34	blouse	Mrs. Wilson Campbell	5/1/1963	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.165	6/23/2017	4110.5	bodice	Mrs. Merle Kurtz	7/23/1973	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.166	6/23/2017	3978.135	waist	N/A	N/A	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.167	6/23/2017	2001:15.60.1	blouse	Emily Boyle Frame	4/5/2001	cat card, argus record		\$50	poor condition	MSU Surplus			
D2017.168	6/23/2017	2001:15.60.2	blouse	Emily Boyle Frame	4/5/2001	cat card, argus record		\$40	poor condition	MSU Surplus			
D2017.169	6/23/2017	2001:15.60.3	blouse	Emily Boyle Frame	4/5/2001	cat card, argus record		\$40	poor condition	MSU Surplus			
D2017.170	6/23/2017	2001:15.60.4	blouse	Emily Boyle Frame	4/5/2001	cat card, argus record		\$40	poor condition	MSU Surplus			
D2017.171	6/23/2017	3040CW	hat	Chamberlain Memorial Museum	9/1/1952	cat card, argus record	NA		poor condition	Three Oaks Museum			
D2017.172	11/15/2017	1797.3	coat	Mrs. O. F. Edwards	6/14/1961	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.173	11/15/2017	1797.12	coat	Mrs. O. F. Edwards	6.14.1961	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.174	11/15/2017	2544.72a-b	2 piece dress	Mrs. John Marston	1/15/1964	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.175	11/15/2017	2544.184a-b	2 piece dress	Mrs. John Marston	1/15/1964	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.176	11/15/2017	424HM	dress	Mary Catherine Ellsworth	5/5/1951	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.177	11/15/2017	2451.37	dress	Mrs. Olson	7/24/1963	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.178	11/15/2017	4610.16	3 piece dress	Dr. JoAnne Eicher	7/11/1977	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.179	11/15/2017	5722.53	dress	Dorothy J. Rouse	10/20/1982	cat card, argus record		25	poor condition	MSU Surplus			
D2017.180	11/15/2017	5487.1	dress	HED Department	9/15/1981	cat card, argus record	NA		poor condition	MSU Surplus			
D2017.181	11/15/2017	2750.328	dress	Marie Saxton	2/9/1965	cat card, argus record							
D2017.182	11/15/2017	5148.7	dress	Ruth Hornbeck	7/10/1980	cat card, argus record		6	duplication	msu surplus			
D2017.183	11/15/2017	4354.98	dress	Amalie Vasold	6/5/1975	cat card, argus record	NA		duplication	msu surplus			
D2017.184	11/15/2017	6228.3	dress	donor unknown	6/8/1905	cat card, argus record	NA		poor condition	msu surplus			
D2017.185	11/15/2017	4173.3.1-.3.3	3 piece dress	Mary Berryman	11/5/1973	cat card, argus record		4	poor condition	msu surplus			
D2017.186	11/15/2017	3978.143	dress	donor unknown - found in collections		cat card, argus record	NA		poor condition	msu surplus			
D2017.187	11/15/2017	3978.140a	coat	donor unknown - found in collections		cat card, argus record	NA		poor condition	msu surplus			
D2017.188	11/15/2017	3978.139	dress	donor unknown - found in collections		cat card, argus record	NA		poor condition	msu surplus			
D2017.189	11/15/2017	3978.141a-b	dress/belt	donor unknown - found in collections		cat card, argus record	NA		poor condition	msu surplus			
D2017.190	11/15/2017	4393.11a-b	2 piece dress	Jeraldine Lewis	7/15/1975	cat card, argus record		5	poor condition	msu surplus			
D2017.191	11/15/2017	4610.12a-c	3 piece dress	Dr. JoAnne Eicher	7/11/1977	cat card, argus record		8	poor condition	msu surplus			
D2017.192	11/15/2017	9355cw	dress	Chamberlain Memorial Museum	Sep-52	cat card, argus record	NA		poor condition	msu surplus			
D2017.193	11/15/2017	2003:166.6.1-.2	dress/belt	Kathleen Bruce	2003	cat card, argus record	NA		poor condition	msu surplus			
D2017.194	11/15/2017	1998.53.132	dress	Mary Schafer	2/18/1998	cat card, argus record	NA		poor condition	msu surplus			
D2017.195	11/15/2017	1998.53.195	dress	Mary Schafer	2/18/1998	catalog card, argus record	NA		poor condition	msu surplus			
D2017.196	11/15/2017	1998.53.176	dress	Mary Schafer	2/18/1998	catalog card, argus record	NA		poor condition	msu surplus			
D2017.197	11/15/2017	1998.53.177	shirt	Mary Schafer	2/18/1998	catalog card, argus record	NA		poor condition	msu surplus			
D2017.198	11/15/2017	850.166	dress	Mrs. Kermit J. Carey	11/28/1958	catalog card, argus record		1	poor condition	msu surplus			
D2017.199	11/15/2017	850.102	dress	Mrs. Kermit J. Carey	11/28/1958	catalog card, argus record	NA		poor condition	msu surplus			
D2017.200	11/15/2017	7515.32	bodice	John and Terri Dickey	9/3/1993	catalog card, argus record		15	poor condition	msu surplus			
D2017.201	11/15/2017	1795.17											
D2017.202	11/15/2017	1310.632	skirt	George and Ethel M Page	1/31/1960	catalog card, argus record	NA		poor condition	Msu surplus			
D2017.203	11/15/2017	3978.127	cape	donor unknown, found in collections		catalog card, argus record	na		poor condition	Msu surplus			
D2017.204	11/15/2017	3385.174	dress	Mrs. Howard Smith	9/18/1968	catalog card, argus record	NA						
D2017.205	11/15/2017	3385.89	dress	Mrs. Howard Smith	9/18/1968	catalog card, argus record	NA		not useful for research	MSU Surplus			
D2017.206	11/15/2017	3385.198	dress	Mrs. Howard Smith	9/18/1968	catalog card, argus record	NA		poor condition	MSU Surplus			
D2017.207	11/15/2017	2003.60.9	dress	Marie Gile	12/8/2003	catalog card, argus record	NA		poor condition	MSU Surplus			
D2017.208	11/15/2017	7682.19	bodice	Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA		poor condition	MSU Surplus			
D2017.209	11/15/2017	7682.44	jacket	Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA		poor condition	MSU Surplus			
D2017.210	11/15/2017	7682.45	jacket	Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA		poor condition	MSU Surplus			
D2017.211	11/15/2017	7682.53	dress	Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA		poor condition	MSU Surplus			

D2017.212	11/15/2017	7682.47	dress	Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA	poor condition	MSU Surplus	
D2017.213	11/15/2017	7682.43a-b	jacket and skirt	Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA	poor condition	MSU Surplus	
D2017.214	11/15/2017	7682.2		Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA	poor condition	MSU Surplus	
D2017.215	11/15/2017	7682.23	jacket	Marilyn Couture; Edward Couture; Audrey King	4/21/1994	catalog card, argus record	NA	poor condition	MSU Surplus	
D2017.216	11/15/2017	3877.12	dress	Mary Berryman	11/4/1971	catalog card, argus record		2	poor condition	MSU Surplus
D2017.217	11/15/2017	4258.66	blouse	William Spencer	6/10/1974	catalog card, argus record		2	poor condition	MSU Surplus
D2017.218	11/15/2017	4258.37	dress	William Spencer	6/10/1974	catalog card, argus record		10	poor condition	MSU Surplus
D2017.219	11/15/2017	4258.61	dress	William Spencer	6/10/1974	catalog card, argus record		8	poor condition	MSU Surplus
D2017.220	11/15/2017	4258.62	dress	William Spencer	6/10/1974	catalog card, argus record		6	poor condition	MSU Surplus
D2017.221	11/15/2017	6239.15	dress	Rev. David Menchofer	8/11/1986	catalog card, argus record		10	poor condition	MSU Surplus
D2017.222	11/15/2017	4354.8a-b	dress/slip	Amalie Vasold	6/5/1975	catalog card, argus record		4	poor condition	MSU Surplus
D2017.223	11/15/2017	4393.12	blouse	Jeraldine Lewis	7/15/1975	catalog card, argus record		2.5	poor condition	MSU Surplus
D2017.224	11/15/2017	3220.39	dress	Charles W. Tews	8/30/1967	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.225	11/15/2017	5816.15.2	skirt	H. Owen Reed	6/10/1983	catalog card, argus record		65	poor condition	MSU Surplus
D2017.226	11/15/2017	3608.39								
D2017.227	11/15/2017	850.34	skirt	Mrs. Kermit J. Carey	11/28/1958	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.228	11/15/2017	850.13	dress	Mrs. Kermit J. Carey	11/28/1958	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.229	11/15/2017	850.63	dress	Mrs. Kermit J. Carey	11/28/1958	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.230	11/15/2017	1804.3	dress	Mrs. Burr Kenneth Osborne	6/19/1961	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.231	11/15/2017	5148.3	skirt	Ruth Hornbeck	7/10/1980	catalog card, argus record		6	poor condition	MSU Surplus
D2017.232	11/15/2017	2499.43	skirt	Mrs. Robert Rosso	9/7/1963	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.233	11/15/2017	3632.2	dress	Mrs. John M. Winburne	9/24/1970	catalog card, argus record		2	poor condition	MSU Surplus
D2017.234	11/15/2017	3609.24	dress	Lucile Niebling Edwards	6/25/1970	catalog card, argus record		5	poor condition	MSU Surplus
D2017.235	11/15/2017	5393.3	cape	Carol Jacob	6/3/1905	catalog card, argus record		50	poor condition	MSU Surplus
D2017.236	11/15/2017	4354.10a-b	blouse/skirt	Amalie Vasold	6/5/1975	catalog card, argus record		10	poor condition	MSU Surplus
D2017.237	11/15/2017	330.1b	skirt	Mrs. C. B. Miller	7/9/1957	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.238	11/15/2017	7334.97	dress	Jack Beattie	6/3/1992	catalog card, argus record		30	poor condition	MSU Surplus
D2017.239	11/15/2017	9351cw	vest	Chamberlain Memorial Museum	Sep-52	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.240	11/15/2017	9517cw	jacket	Chamberlain Memorial Museum	Sep-52	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.241	11/15/2017	6072.1	jacket	Gladys Harvey Gainer, Hazel Harvey Mann	8/6/1985	catalog card, argus record		25	poor condition	MSU Surplus
D2017.242	11/15/2017	6966.3	blouse	Mr. and Mrs. Gary Granger	4/7/1989	catalog card, argus record		20	poor condition	MSU Surplus
D2017.243	11/15/2017	1285HM	blouse	Miss Julia Tear	2/6/1953	catalog card, argus record		1.5	poor condition	MSU Surplus
D2017.244	11/15/2017	224.54E	blouse	Mrs. Irving Holmes	3/15/1957	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.245	11/15/2017	4258.60	dress	William Spencer	6/10/1974	catalog card, argus record		8		
D2017.246	11/15/2017	4258.69	dress	William Spencer	6/10/1974	catalog card, argus record		8	poor condition	MSU Surplus
D2017.247	11/15/2017	4393.18	dress	Jeraldine Lewis	7/15/1975	catalog card, argus record		5	poor condition	MSU Surplus
D2017.248	11/15/2017	514814	dress	Ruth Hornbeck		catalog card, argus record		10	poor condition	MSU Surplus
D2017.249	11/15/2017	5182.1	dress	Paula Metzner	9/4/1980	catalog card, argus record		7.5	poor condition	MSU Surplus
D2017.250	11/15/2017	5682.15.1-3	dress, belt, cape	Babe Weyant Ruth	10/28/1982	catalog card, argus record		8	poor condition	MSU Surplus
D2017.251	11/15/2017	4287.2	dress	Mrs. Robert Robline	8/21/1974	catalog card, argus record		12	poor condition	MSU Surplus
D2017.252	11/15/2017	1562.6a-b	2 piece dress	Mrs. Ralph M. Lickley	6/25/1960	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.253	11/15/2017	1310.662	skirt	George and Ethel M Page	1/31/1960	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.254	11/15/2017	1310934a-b								
D2017.255	11/15/2017	1310.499	jacket	George and Ethel M Page	1/31/1960	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.256	11/15/2017	1310.492	skirt	George and Ethel M Page	1/31/1960	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.257	11/15/2017	1310.488	skirt	George and Ethel M Page	1/31/1960	catalog card, argus record	NA		poor condition	MSU Surplus

D2017.258	11/15/2017	9234CW	jacket	Chamberlain Memorial Museum	Sep-52 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.259	11/15/2017	828.2	blouse	M.A. Chapin	10/15/1958 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.260	11/15/2017	2499.38	cape	Mrs. Robert Russo	9/7/1963 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.261	11/15/2017	1590.4	blouse	Lucille Niebling Edwards	9/29/1960 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.262	11/15/2017	9374CW	blouse	Chamberlain Memorial Museum	Sep-52 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.263	11/15/2017	266.105	blouse	Mrs. Thomas Osgood	4/30/1957 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.264	11/15/2017	1797.5	blouse	Mrs. O. F. Edwards	6/14/1961 catalog card, argus record		1	poor condition	MSU Surplus
D2017.265	11/15/2017	224.548	blouse	Mrs. Irving Holmes	3/15/1957 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.266	11/15/2017	224.57	blouse	Mrs. Irving Holmes	3/15/1957 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.267	11/15/2017	4173.5	blouse	Mary Berryman	11/5/1973 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.268	11/15/2017	9583CW	bodice	Chamberlain Memorial Museum	Sep-52 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.269	11/15/2017	2750.210.	stole	Marie Saxton	2/9/1965 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.270	11/15/2017	3609.39A	bodice	Lucille Niebling Edwards	6/25/1970 catalog card, argus record		4	poor condition	MSU Surplus
D2017.271	11/15/2017	9390CW	cape	Chamberlain Memorial Museum	9/1/1952 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.272	11/15/2017	1747HM	cape	Katherine Perry	5/14/1954 catalog card, argus record		4	poor condition	MSU Surplus
D2017.273	11/15/2017	330.1A	blouse	Mrs. C. B. Miller	7/10/1957 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.274	11/15/2017	340.6	cape	Mrs. Robert Comstock	7/18/1957 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.275	11/15/2017	340.35	cape	Mrs. Robert Comstock	7/18/1957 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.276	11/15/2017	417.1	cape	Mrs. Roy Regan	8/30/1957 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.277	11/15/2017	1310.44	blouse	George and Ethel M Page	1/31/1960 catalog card, argus record	na		poor condition	MSU Surplus
D2017.278	11/15/2017	319.3	jacket	Mrs. John H. Chamberlain	6/27/1957 catalog card, argus record	na		poor condition	MSU Surplus
D2017.279	11/15/2017	11754HM	jacket	R.M. Harford	8/1/1956 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.280	11/15/2017	3385.146	blouse	Mrs. Howard Smth	9/18/1968 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.281	11/15/2017	3978.131	blouse	donor unknown, fic	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.282	11/15/2017	4811.3	blouse	Dell Bennett	3/19/1979 catalog card, argus record		3	poor condition	MSU Surplus
D2017.283	11/15/2017	9397CWB	two capes	Chamberlain Memorial Museum	Sep-52 catalog card, argus record	na		poor condition	MSU Surplus
D2017.284	11/15/2017	3978.79	waist	donor unkown - found in collections	catalog card, argus record	NA		poor condition	MSU Surplus
D2017.285	11/15/2017	5435.3	blouse	Bee Vary, Karl Vary	8/17/1981 catalog card, argus record		10	poor condition	MSU Surplus
D2017.286	11/15/2017	4304.5	blouse	Mrs. Don K. Gothro	11/13/1974 catalog card, argus record		6	poor condition	MSU Surplus
D2017.287	11/15/2017	6287	blouse	Mrs. George Wallace	5/7/1958 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.288	11/15/2017	4110.11b-c	bodice	Mrs. Merle Kurtz	7/23/1973 catalog card, argus record		15	poor condition	MSU Surplus
D2017.289	11/15/2017	5148.1	jacket	Ruth Hornbeck	7/10/1980 catalog card, argus record		8	poor condition	MSU Surplus
D2017.290	11/15/2017	2408.26	blouse	Mrs. Wilson Campbell	5/1/1963 catalog card, argus record	NA		poor condition	MSU Surplus
D2017.291	11/15/2017	4979.6	blouse	Darrell Smith	1/17/1980 catalog card, argus record		10	poor condition	MSU Surplus
D2017.292	11/15/2017	2499.44	jacket	Mrs. Robert Rosso	Sep-63 catalog card, argus record		3	poor condition	MSU Surplus
D2017.293	11/15/2017	6540.3	cape	Howard Cummings/Janice Cummings	12/8/1986 catalog card, argus record		15	poor condition	MSU Surplus
D2017.294	11/15/2017	1379HM	jacket	Earl Edgerton	3/11/1053 catalog card, argus record		0.5	poor condition	MSU Surplus

OPTION AGREEMENT TERM SHEET

Party:	3DFoundri, Inc.
Agreement:	Option in all fields of use
Technology:	TEC2008-0079 xGnP-based Lubricant and TEC2019-0103 Transformational Magnetic-field Assisted Finishing (MAF) using exfoliated graphite nanoplatelets (xGnP) The parties may add or remove technologies under the agreement provided the change does not affect the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel.
Term:	One year from the effective date with a six-month extension for an additional fee
Potential Commercial Application:	Magnetic-field Assist Finishing
Payment Terms:	\$1,500 to MSU with \$500 to MSU if six-month extension option is exercised
Services Provided:	None contemplated under the agreement
Organization Type:	Michigan corporation
Personnel Interest:	Dr. Patrick Kwon, a Professor in the Department of Mechanical Engineering and Dr. Haseung Chung, an Assistant Professor in the Department of Mechanical Engineering, and members of their families, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

SERVICE AGREEMENT TERM SHEET

Party: FibrosIX Inc.

Agreement: MSU, as a subrecipient under an NIH grant, will perform testing services to evaluate CCG-257081 in a bleomycin mouse model of pulmonary fibrosis.

Term: Effective September 15, 2020 to January 31, 2021

Potential Commercial Application: Human Therapeutics

Payment Terms: \$81,472 to MSU in fees for service

Services Provided: By MSU to FibrosIX Inc.: conduct a study to evaluate CCG-257081 in a bleomycin mouse model of pulmonary fibrosis

By FibrosIX Inc. to MSU: None contemplated under the agreement

Use of University Facilities/Personnel: Work to be performed at MSU's In Vivo Facility by, or supervised by, Dr. Teresa Krieger-Burke

Organization Type: Michigan corporation

Personnel Interest: Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

LICENSE AGREEMENT TERM SHEET

Party:	Lansing Biosciences LLC
Agreement:	Non-exclusive license without sublicensing rights
Technology:	Advanced Molecular Tests for Human Clinical Infection Detection Including Novel Coronavirus CoVID-2019 (COVID19); MSU invention disclosure TEC2020-0168; The parties may add or remove technologies under the agreement, including improvements generated under a separate sponsored research agreement, provided the change does not affect the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel.
Potential Commercial Application:	Products which are research reagents and diagnostic testing of COVID-19 during the pandemic as defined by the World Health Organization
Term:	18 months from effective date of agreement.
Payment Terms:	\$10,000 to MSU with \$2,000 paid within 30 days of effective date; \$8,000 to MSU on twelve month anniversary of effective date
Services Provided:	None contemplated under the agreement
Organization Type:	Michigan limited liability company
Personnel Interest:	Dr. Brett Etchebarne, an Assistant Professor in the Department of Osteopathic Medical Specialties, Dr. Mary Hughes, the Chair of the Department of Osteopathic Medical Specialties, and members of their families, have, or have options to buy, an interest in the company or are officers or paid employees of the company.

SERVICE AGREEMENT TERM SHEET

Party: National Pesticide Safety Education Center (NPSEC)

Agreement: Invoice and Scope of Work for two online courses

Term: Until completed

Payment Terms: \$5,000 to NPSEC in fees for service

Services Provided: By MSU to NPSEC: None contemplated under this agreement

By NPSEC to MSU: Develop two online courses

**Use of University
Facilities/Personnel:** None contemplated under this agreement

Organization Type: Michigan nonprofit corporation

Personnel Interest: Mr. Tom Smith is the Associate Director of MSU's Institute of Agricultural Technology and is the Executive Director of the National Pesticide Safety and Education Center.

LICENSE AGREEMENT TERM SHEET

Party:	Scion Plasma LLC
Agreement:	Exclusive license in all fields of use
Technology:	See attached list
Term:	Effective date of agreement until expiration of last patent
Payment Terms:	5% equity in lieu of upfront payment; 2.0% of Net Sales for Cumulative Net Sales below \$500,000; 3.0% of Net Sales for Cumulative Net Sales above \$500,000; \$2,000 minimum annual royalty commencing January 1, 2024 25% of sublicense revenue not included in Net Sales
Services Provided:	None contemplated under the agreement
Organization Type:	Michigan limited liability company
Personnel Interest:	Dr. Qi Hua Fan, Associate Professor in the Department of Electrical and Computer Engineering and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

Licensed Technology

University Reference No.	Title	Serial No./Filing Date	Patent No./Issue Date	Country
TEC2018-0035	Single Beam Plasma Source	US 62/687,357 filed 6/20/2018		USA
TEC2018-0035	Single Beam Plasma Source	PCT/US2019/038034 filed 6/19/2019		worldwide
TEC2018-0035	Single Beam Plasma Source	US 16/642,133 filed 2/26/2020		USA
TEC2019-0123	Single Beam Plasma Source	US62/823,872 filed 3/26/2019		USA
TEC2019-0123	Single Beam Plasma Source	PCT/US2020/023869 filed 3/20/2020		worldwide
TEC2020-0012	Single Beam Plasma Sources	PCT/US2020/023869 filed 3/20/2020		worldwide

AMENDED LICENSE AGREEMENT TERM SHEET

Party:	XG Sciences, Inc.
Amended terms:	Change variable royalty rate based on specialty fields to a flat royalty rate for all fields due to changed market conditions.
Term:	Effective date until the last of patents expire
Potential Commercial Application:	Compositions, production methods and use of graphene nanoplatelets, which have unique capabilities for energy storage, thermal conductivity, electrical conductivity, barrier properties and improvement of mechanical properties when incorporated in plastics and other materials
Payment Terms:	Amended to flat royalty rate of 2% of net sales in all fields of use.
Organization Type:	Michigan corporation
Personnel Interest:	Dr. Lawrence Drzal, a Professor in the Department of Chemical Engineering and Material Science and members of his family own or have options to buy an ownership interest of more than 1% of the company.