

### C. Finance Committee.

The Finance Committee shall consist of at least five (5) Trustees, of which one (1) shall be the Vice President for Administrative and Fiscal Affairs of WCU, and shall meet at least twice each year to review the investments of the Corporation. The Finance Committee shall review annually the adequacy of any insurance policies of the Corporation other than property insurance. The Finance Committee shall be authorized in the name of and on behalf of the Corporation to take any and all action which it deems necessary or desirable to acquire or dispose of investments, and to invest or reinvest the funds of the Corporation provided that:

1. any such action shall not be taken without the prior consent of the President, Treasurer of the Corporation, and the Vice President for Administrative and Fiscal Affairs of WCU; or
2. any such action shall be made in accordance with the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended.

Any such action shall be reported to the Board at its next meeting following the taking of such action.

### D. Audit Committee.

The Audit Committee, which may, at the Board's discretion, be a Subcommittee of the Finance Committee, shall consist of at least three (3) Trustees and shall be responsible for the outside and internal audits of the Corporation's financial transactions, shall satisfy itself that necessary controls are in place to ensure compliance with the Corporation's financial policies, and shall periodically evaluate the Corporation's financial control and accounting system and recommend any changes it deems appropriate. The Audit Committee shall report regularly to the Board. The Audit Committee shall recommend to the Board the designation of an independent auditor for the Corporation each year, shall meet privately with the auditor at least once each year, and shall receive the management letter from the auditor. The Audit Committee shall also receive quarterly financial statements from the Treasurer and approve any changes in format recommended by the President. The Audit Committee may request the designated independent auditor, or any officer or employee of the Corporation, to appear before it to report on the financial condition of the Corporation and answer any questions the Audit Committee might have.

## ARTICLE 8 – MEETINGS OF THE TRUSTEES

### **Section 8.1. Place of Meetings.**

The Board may hold its meetings at such places as the Board may appoint or as may be designated in the notice of meeting.

### **Section 8.2. Annual Meeting.**

Unless the Board provides by resolution for a different time, the annual meeting of the Board, for election of Trustees and the transaction of any other business which may be brought before the meeting, shall be held at seven o'clock p.m. on the first Tuesday of October in each year. If such day is a legal holiday under the laws of Pennsylvania, the annual meeting shall be held on the next succeeding business day, which is not a legal holiday under the laws of Pennsylvania.

Immediately after each annual election of Trustees, the newly constituted Board shall meet without prior notice at a place where the election of Trustees was held, or at any place and time designated in a notice given as provided in Section 10.1, for the purposes of organization, election of officers, and the transaction of other business.

### **Section 8.3. Regular Meetings.**

Regular meetings of the Board shall be held three times annually at such place and time as shall be designated by the resolution of the Board. If the date fixed for any regular meeting is a legal holiday under the laws of Pennsylvania, the meeting shall be held on the next succeeding day or at such other time as may be determined by resolution of the Board. The Board shall transact such business as may properly be brought before its meetings. Notice of regular meetings need not be given.

### **Section 8.4. Special Meetings of the Board.**

The President or any three Trustees may call special meetings of the Board, which shall be held at such time and place as shall be designated in the call for the meeting. Five days notice of any special meeting shall be given to each Trustee pursuant to Section 10.1. Such notice shall state the time and place of such special meeting but need not state the purpose of the special meeting. Any business may be transacted at any special meeting whether or not the notice of the meeting contained reference thereto, unless otherwise required by the Act or these Bylaws.

### **Section 8.5. Quorum.**

A majority of Trustees shall constitute a quorum for the transaction of business. The acts of a majority of the Trustees present and voting at a meeting at which a quorum is present shall be the acts of the Board.

**Section 8.6. Participation in Meetings.**

One or more Trustees may participate in a meeting of the Board or a committee thereof by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other and participate. Participation in a meeting in this manner shall be considered attendance in person for all purposes of the Act and these Bylaws.

**Section 8.7. Organization.**

Every meeting of the Board shall be presided over by the President of the West Chester University Foundation, or in the absence of the President, the Vice President, or in the absence of the President and Vice President, a chair chosen by the Executive Director of the Corporation. The Secretary, or in the absence of the Secretary, a person appointed by the Chair, shall act as Secretary.

**Section 8.8. Consent of Trustees in Lieu of Meeting.**

Any action, which may be taken at a meeting of the Trustees, may be taken without a meeting, if consent or consents in writing, setting forth the action so taken, shall be signed by all Trustees and filed with the Secretary of the Corporation.

**ARTICLE 9 – OFFICERS**

**Section 9.1. Number.**

The officers of the Corporation shall include a President, Vice President, a Secretary, a Treasurer, and an Executive Director. The officers may include one or more Assistant Secretaries, one or more Assistant Treasurers, and such officers as the Board may determine by resolution.

**Section 9.2. Qualifications of Officers.**

The officers shall be natural persons at least 18 years of age who are Trustees. Employees of West Chester University may not be appointed as officers.

**Section 9.3. Election and Term of Office.**

Except as otherwise provided by resolution of the Board, the officers of the Corporation shall be elected by the Board at the annual meeting of the Board. Each officer shall serve for a term of one year and until his or her successor has been elected and qualified, or until his or her earlier death, resignation, or removal.

**Section 9.4. Removal of Officers.**

Any officer may be removed by the Board whenever in its judgment the best interests of the Corporation will be served. Such removal shall be without prejudice to the contract rights, if any, of any person so removed.

**Section 9.5. Resignations.**

Any officer may resign at any time by giving written notice to the Corporation. The resignation shall be effective upon receipt by the Corporation or at such subsequent time as may be specified in the notice of resignation.

**Section 9.6. The President.**

The President shall be the chief executive officer of the Corporation and shall have general supervision over the business and operations of the Corporation, subject to the control of the Board. The President shall chair all meetings of the Board and the Executive Committee. The President shall execute in the name of the Corporation, deeds, mortgages, bonds, contracts, and other instruments authorized by the Board, except in cases where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation. In general, the President shall perform all duties incident to the office of President and such other duties as may be assigned by the Board.

**Section 9.7. The Vice President.**

In the absence or disability of the President or when so directed by the President, the Vice President may perform all the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall perform such other duties as may be assigned by the Board or the President.

**Section 9.8. Secretary.**

The Secretary shall record all votes of the Board and the minutes of the meetings of the Board in a book or books to be kept for that purpose. The Secretary shall see that required notices of meetings of the Board are given and that all records and reports are properly kept and filed by the Corporation. The Secretary shall be the custodian of the seal of the Corporation and shall see that it is affixed to all documents to be executed on behalf of the Corporation under its seal. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board or the President.

**Section 9.9. Assistant Secretaries.**

In the absence or disability of the Secretary or when so directed by the Secretary, any Assistant Secretary may perform all the duties of the Secretary, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Secretary. Each Assistant Secretary shall perform such other duties as may be assigned by the Board, the President, or the Secretary.

**Section 9.10. The Treasurer.**

The Treasurer shall be responsible for corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall have full authority to receive and give receipts for all money due and payable to the Corporation, and to endorse checks, drafts, and warrants in its name and on its behalf and to give full discharge for the same. The Treasurer shall deposit all funds of the Corporation, except such as may be required for current use, in such banks or other places of deposit as the Board may designate. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board or the President.

**Section 9.11. Assistant Treasurer.**

In the absence of the Treasurer or when so directed by the Treasurer, any Assistant Treasurer may perform all the duties of the Treasurer, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Treasurer. Each Assistant Treasurer shall perform such other duties as may be assigned by the Board, the President, or the Treasurer.

**Section 9.12. Executive Director.**

The Executive Director shall be responsible for the day-to-day management of the Corporation, including preparation of business contracts, organization of meetings, preparation of reports and agendas, and any other duties assigned by the President or the Board. The Executive Director shall implement the Board's policies and advise the Board on issues affecting the Corporation. The Executive Director shall consult with the Committees of the Board as to the matters for which such Committees have responsibility. The Executive Director is an officer of the Corporation.

**ARTICLE 10 – NOTICE**

**Section 10.1. Notice of Meetings of Trustees.**

Written notice of every regular meeting of the Board, stating the time, place and purpose of the meeting, shall be given by, or at the direction of, the Secretary to each member of the Board, at least ten (10) days prior to the day named for the meeting,

unless a greater period of notice is required. If the Secretary shall neglect or refuse to give notice of the meeting, the person or persons calling the meeting may do so. In the case of a special meeting, the notice shall specify the general nature of the business to be transacted and shall be given at least three (3) business days prior thereto. The Board may provide for additional notice by publication or otherwise should it be deemed advisable.

### **Section 10.2. Written Notice.**

Whenever written notice is required to be given to any person, it may be given to the person, either personally or by sending a copy by first class or express mail (postage prepaid), or by telegram (with messenger service specified), or electronic mail, telex, or TWX (with answer back received), or courier service (charges prepaid), or by facsimile transmission, to his or her address (or to his or her telex, electronic mail, TWX, or facsimile number) appearing on the books of the Corporation or, in the case of Trustees, supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail, telegraph, or courier service, it shall be deemed to have been given when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of electronic mail, telex, or TWX, when dispatched or, in the case of facsimile, when receipt has been confirmed. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by the Act. Except as otherwise provided by the Act or these Bylaws, when a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting, or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

### **Section 10.3. Waiver by Writing.**

Whenever any written notice is required to be given, a waiver in writing, signed by the person or persons entitled to the notice, whether before or after the time stated, shall be deemed equivalent to the giving of the notice. Neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting.

### **Section 10.4. Waiver by Attendance.**

Attendance of a person at any meeting shall constitute a waiver of notice of the meeting except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

## **ARTICLE 11 – CONFLICTS OF INTEREST**

### **Section 11.1. Interested Trustees and Officers.**

No contract or transaction between the Corporation and one or more of its Trustees or officers or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Trustees or officers are directors or officers, or have a financial interest, shall be void or voidable solely for such reason, or solely because the Trustee or officer is present at or participates in the meeting of the Board which authorizes the contract or transaction, or solely because his, her, or their votes are counted for that purpose, if:

- (a) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board and the Board in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Trustees even though the disinterested Trustees are less than a quorum; or
- (b) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board.

Interested Trustees may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction.

## **ARTICLE 12 – LIMITATION OF LIABILITY AND INSURANCE**

### **Section 12.1. Limitation of Liability of Trustees.**

A Trustee shall not be personally liable, as such, for monetary damages for any action taken or any failure to take any action as a Trustee unless:

- (a) the Trustee has breached or failed to perform the duties of his or her office under Subchapter B of Chapter 55 of the Act; and
- (b) the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness.

This Section shall not apply to (1) the responsibility or liability of a Trustee pursuant to any criminal statute, or (2) the liability of a Trustee for the payment of taxes pursuant to federal, state, or local law. Any repeal or amendment of this Section shall be prospective only and shall not increase, but may decrease, a Trustee's liability with respect to actions or failures to act occurring prior to such change.

### **Section 12.2. Insurance.**

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Trustee or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her and incurred by him or her in any such

capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against that liability under the Act. The Corporation's payment of premiums with respect to such insurance coverage shall be provided primarily for the benefit of the Corporation. To the extent that such insurance coverage provides a benefit to the insured person, the Corporation's payment of premiums with respect to such insurance shall be provided in exchange for the services rendered by the insured person and in a manner so as not to constitute an excess benefit transaction under section 4958 of the Internal Revenue Code of 1986, as amended.

## **ARTICLE 13 – INDEMNIFICATION**

### **Section 13.1. Representative Defined.**

For purposes of this Article, "representative" means any Trustee or officer of the Corporation.

### **Section 13.2. Third-Party Actions.**

The Corporation shall indemnify any representative who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

### **Section 13.3. Derivative and Corporate Actions.**

The Corporation shall indemnify any representative who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a representative of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of the action if he or she acted in good faith



and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation. Indemnification shall not be made under this Section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Corporation is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

**Section 13.4. Employee Benefit Plans.**

For purposes of this Article, "other enterprises" shall include employee benefit plans; "serving at the request of the Corporation" shall include any service as a representative of the Corporation that imposes duties on, or involves services by, the representative with respect to an employee benefit plan, its participants or beneficiaries; excise taxes assessed on a person with respect to any employee benefit plan shall be deemed "fines"; and action with respect to an employee benefit plan taken or omitted in good faith by a representative in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of the plan shall be deemed to be action in a manner that is not opposed to the best interests of the Corporation.

**Section 13.5. Procedure for Effecting Indemnification.**

Unless ordered by a court, any indemnification under Section 13.2 or Section 13.3 shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the representative is proper in the circumstances because he or she has met the applicable standard of conduct set forth in those Sections. The determination shall be made:

- (a) by the Board by a majority vote of a quorum consisting of Trustees who were not parties to the action or proceeding; or
- (b) if such a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested Trustees so directs, by independent legal counsel in a written opinion.

**Section 13.6. Advancing Expenses.**

The Corporation shall pay expenses (including attorneys' fees) incurred in defending any action or proceeding referred to in Section 13.2 in advance of the final disposition of the action or proceeding upon receipt of any undertaking by or on behalf of the representative to repay the amount if it is ultimately determined that he or she is not entitled to be indemnified by the Corporation as authorized in this Article or otherwise.

**Section 13.7. Supplementary Coverage.**

The indemnification and advancement of expenses provided pursuant to this Article shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Act, or any bylaw, agreement, vote of disinterested Trustees, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding that office. Article 11 (relating to conflicts of interest) shall be applicable to any bylaw, contract, or transaction authorized by the Trustees under this Section. However, no indemnification may be made by the Corporation under this Article or otherwise to or on behalf of any person to the extent that:

- (a) the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted self-dealing, willful misconduct, or recklessness; or
- (b) the Board determines that under the circumstances indemnification would constitute an excess benefit transaction under section 4958 of the Internal Revenue Code of 1986, as amended.

**Section 13.8. Duration and Extent of Coverage.**

The indemnification and advancement of expenses provided by or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a representative of the Corporation and shall inure to the benefit of the heirs and personal representatives of that person.

**Section 13.9. Reliance and Modification.**

Each person who shall act as a representative of the Corporation shall be deemed to be doing so in reliance upon the rights provided by this Article. The duties of the Corporation to indemnify and to advance expenses to a representative provided in this Article shall be in the nature of a contract between the Corporation and the representative. No amendment or repeal of any provision of this Article shall alter, to the detriment of the representative, his or her right to the advance of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

**ARTICLE 14 – ANNUAL REPORT**

**Section 14.1. Annual Report.**

The President and Treasurer shall present the Board at its annual meeting a report, verified by the President and Treasurer or by a majority of the Board, showing in appropriate detail the following:

- (a) the assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year immediately preceding the date of the report;
- (b) the principal changes in assets and liabilities, including the trust funds, during the year immediately preceding the date of the report;
- (c) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation; and
- (d) the expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation.

The annual report of the Board shall be filed with the minutes of the annual meetings of the Board.

## **ARTICLE 15 – TRANSACTION OF BUSINESS**

### **Section 15.1. Real Property.**

The Corporation shall make no purchase of real property nor sell, mortgage, lease away or otherwise dispose of its real property, unless authorized by a vote of the majority of the Board. If the real property is subject to a trust, the conveyance away shall be free of trust and the trust shall be impinged upon the proceeds of such conveyance.

### **Section 15.2. Negotiable Instruments.**

All checks and demands for money and notes of the Corporation shall be signed by the Treasurer. In the absence of the Treasurer, such instruments shall be signed by an Assistant Treasurer appointed by the President.

### **Section 15.3. Contracts.**

The Board may authorize any officer or officers, agent or agents of the

Corporation, in addition to the offices so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

**Section 15.4. Checks and Drafts, Etc.**

All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by the Treasurer. In the absence of the Treasurer, such instruments shall be signed by an Assistant Treasurer appointed by the President.

**Section 15.5. Deposits.**

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

**Section 15.6. Gifts.**

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

**Section 15.7. Voting Securities.**

All securities owned by the Corporation and having voting power in any other corporation shall be voted by the President or Vice President, unless the Board designates such other officer to vote any such securities. Any person authorized to vote a security shall have power to appoint proxies, with general power of substitution.

**ARTICLE 16 – CORPORATE RECORDS AND CALENDAR**

**Section 16.1. Corporate Records.**

The Corporation shall keep (a) an original or duplicate record of the proceedings of the Board, (b) the original or a copy of its Bylaws, including all amendments thereto to date, certified by the Secretary of the Corporation, and (c) appropriate, complete, and accurate books or records of account, at its registered office or at its principal place of business.

**Section 16.2. Accounting Records.**

The Corporation shall also keep appropriate, complete, and accurate books or records of account. The records provided for herein shall be kept at its principal place of business in the Commonwealth of Pennsylvania, or at its principal place of business, wherever situated.

**Section 16.3. Independent Auditor - Annual Report.**

The independent auditor appointed by the Board of Trustees shall annually prepare for the Corporation an Annual Report, verified by the Chairman and Treasurer or by a majority of the Trustees, showing in appropriate detail the following, as of the end of the fiscal year preceding the date of the report:

**Section 16.3(a).**

The assets and liabilities, including the trust funds, of the Corporation;

**Section 16.3(b).**

The principal changes in assets and liabilities, including trust funds, during the year;

**Section 16.3(c).**

The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, including separate data with respect to each trust fund held by or for the Corporation;

**Section 16.3(d).**

The expenses or disbursements of the Corporation, for both general and restricted purposes, including separate data with respect to each trust fund held by or for the Foundation;

**Section 16.3(e).**

A list of projects and/or organizations to or for which funds were used or distributed for charitable purposes, and such additional reports or information as may be ordered from time to time by the Board.

**Section 16.4. Independent Auditor - Financial Reports.**

The auditor shall also prepare such financial data as may be necessary for returns or reports required by state or federal governments to be filed by the Corporation. The auditor's charges and expenses shall be proper expenses and shall be competitive with industry standards. Copies of all audits, statements, reports, and data delivered by the auditor to the Board shall be made available or furnished to each Board member.

**Section 16.5. Annual Financial Report.**

The Board shall at least annually make such distribution of a written report of its financial condition, activities, and distributions to the representative persons and organizations which will, in the opinion of the Board, reasonably inform, the interested public of the operations of the Corporation. The Corporation shall advertise annually the availability of its Annual Financial Report.

**Section 16.6. Fiscal Year.**

The fiscal year of the Corporation shall be the same as that of West Chester University of Pennsylvania; July 1 through June 30 of each year.

**ARTICLE 17 – AMENDMENTS**

**Section 17.1. Amendments.**

The Bylaws of the Corporation may be amended by a vote of two-thirds of the Trustees present at any regular or special meeting of the Board at which a quorum is present, provided the proposed amendment is set forth in the notice of the meeting and such notice is given at least five (5) days prior to the meeting at which such action is to be taken.

Adopted by the Board of Trustees on May 17, 2005.



THE WEST CHESTER UNIVERSITY FOUNDATION  
BOARD OF TRUSTEES  
2007-2008

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Fax: 610-692-8066  
e-mail: [mhober@comcast.net](mailto:mhober@comcast.net)

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Fax: 415-459-4057  
e-mail: [DELAPLUS@aol.com](mailto:DELAPLUS@aol.com)

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Senior Vice President-Investments  
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THE WEST CHESTER UNIVERSITY FOUNDATION  
BOARD OF TRUSTEES  
2007-2008

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e-mail: [swim@waterworldrec.com](mailto:swim@waterworldrec.com)

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e-mail: [morourke@orourkesteel.com](mailto:morourke@orourkesteel.com)

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Retired PA State Representative  
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**Mr. Samuel C. Thompson, Jr. '65**  
Professor of Law, Arthur Weiss  
Distinguished Faculty Scholar,  
and Director, Center for the Study of  
Mergers and Acquisitions  
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Dickinson School of Law  
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**Ms. May Van '89 MBA**  
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Life Sciences and Chemical Analysis  
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PENN NATIONAL  
INSURANCE

BUSINESS OWNERS DECLARATIONS

Pennsylvania National Mutual Casualty Insurance Company  
Penn National Security Insurance Company  
P.O. Box 2361 • Harrisburg, PA 17105-2361

RENEWAL OF BP9 0618114

**THIS POLICY IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

POLICY NUMBER	POLICY PERIOD		COVERAGE IS PROVIDED IN	AGENCY
	FROM	TO		
BP9 0618114	09/21/07	09/21/08	PA NATIONAL MUTUAL CAS INS CO	2826
NAMED INSURED AND ADDRESS			AGENCY	
WEST CHESTER UNIVERSITY FOUNDATION 201 CARTER DR STE 200 WEST CHESTER PA 19383			ARTHUR HALL INS GRP P O BOX 512 WEST CHESTER PA 19381	

POLICY PERIOD: POLICY COVERS FROM: 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED STATED ABOVE.  
FORM OF BUSINESS: OTHER BUSINESS DESCRIPTION: RECORDS OFFICE

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**LIABILITY AND MEDICAL EXPENSES**

Liability and Medical Expenses  
Medical Expenses  
Fire Legal Liability

**LIMITS OF INSURANCE**

\$1,000,000 Per Occurrence  
\$5,000 Per Person  
\$50,000 Any One Fire or Explosion

Business Income - Actual Business Loss Sustained, at Described Premises, not exceeding 12 consecutive months.

**PROPERTY DEDUCTIBLE: SEE PREMISES INFORMATION**

**DESCRIPTION OF PREMISES AND COVERAGES PROVIDED**

INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR THE COVERAGES SHOWN:

PREMISES NO. 1 628 S HIGH ST WEST CHESTER CHESTER CO PA 19383 PROPERTY DEDUCTIBLE: \$500

BUILDING NO. 1 PROTECTION CLASS: 04  
CONSTRUCTION: JOISTED MASONRY  
DESCRIPTION: ACCOUNTING AUDITING OR BOOKKEEPING FIRMS  
COVERAGE: YOUR BUSINESS PERSONAL PROPERTY REPLACEMENT COST  
LIMIT OF INSURANCE: \$75,000

**TOTAL ADVANCED PREMIUM \$400.00**

FORMS APPLICABLE TO THIS COVERAGE PART:

SEE ATTACHED FORMS SCHEDULE, FORM 710808

DIRECT BILL

COUNTERSIGNED BY: \_\_\_\_\_

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S), AND FORMS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.



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

Council of Trustees  
Resolution  
2008-05

[www.wcupa.edu](http://www.wcupa.edu)

Proposed

RESOLUTION  
COUNCIL OF TRUSTEES  
WEST CHESTER UNIVERSITY OF PENNSYLVANIA  
JANUARY 24, 2008  
**PURCHASE ORDERS AND CONTRACTS**

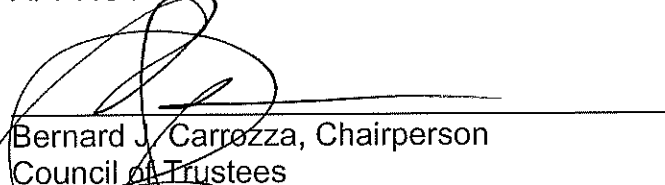
BE IT RESOLVED THAT THE COUNCIL OF TRUSTEES OF WEST CHESTER UNIVERSITY OF PENNSYLVANIA HEREBY APPROVES THE LIST OF PURCHASE ORDERS AND CONTRACTS IN EXCESS OF \$5,000 EXECUTED DURING NOVEMBER AND DECEMBER 2007 FOR THE PURCHASE OF EQUIPMENT, SERVICES AND SUPPLIES.

RECOMMENDED FOR ACTION BY THE COUNCIL OF TRUSTEES

  
\_\_\_\_\_  
Madeleine Wing Adler, President

1/14/08  
Date

APPROVED BY VOTE OF THE COUNCIL OF TRUSTEES

  
\_\_\_\_\_  
Bernard J. Carrozza, Chairperson  
Council of Trustees

1/24/08  
Date

West Chester University of Pennsylvania  
Purchase Orders and Contracts in Excess of \$ 5,000.00  
For the Purchase of Equipment, Services and Supplies  
Executed during November 2007

Department	Vendor	Item	Document No.	Amount
Academic Computing	Lenovo Direct 8123 S. Hardy Dr. Tempe, AZ 85284	Purchase of 52 Lenovo IBM ThinkPad laptop computers.	4500175799	\$51,712.96
	Lenovo Direct 8123 S. Hardy Dr. Tempe, AZ 85284	Purchase of 20 Lenovo IBM ThinkPad R61 laptop computers.	4500176456	\$19,889.60
	SAS Institute, Inc. Contracts Admin. Dept., SAS Campus Cary, NC 27513	Renewal of annual SAS license agreement. Education Analytic Suite.	4500176852	\$9,456.00
	Visual Sound 485 Parkway South Broomall, PA 19008	Provide and install base audio/visual system in Sturzebecker, room 116E.	4500177240	\$21,879.00
	Visual Sound 485 Parkway South Broomall, PA 19008	Provide and install new microphone in system in Sturzebecker, room 116E.	4500177251	\$10,368.00
Administrative Computing	Oracle USA, Inc., Oracle Reston 1910 Oracle Way Reston, VA 20190	Annual renewal of or Oracle database enterprise edition used for essential campus wide systems.	4500176891	\$88,709.43

West Chester University of Pennsylvania  
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Department	Vendor	Item	Document No.	Amount
Bursar	ACS Education Services, Inc. One Curie Court, 1st Floor Rockville, MD 20850	Yearly renewal of a 5 year blue back contract for tax reporting services for the Bursar's Office.	4300000445	\$30,000.00
College of Arts & Sciences	Culligan Funk Water Quality Company 3113 W. Ridge Pike Eagleville, PA 19408	Service Purchase Contract for maintenance for the Boucher building deionization water system.	4000012596	\$16,101.00
	Culligan Funk Water Quality Company 3113 W. Ridge Pike Eagleville, PA 19408	Service Purchase contract for maintenance of the deodorized water system for Schmucker Science North.	4000012604	\$7,642.00
	FEI Company 5350 NE Dawson Creek Dr. Hillsboro, OR 97124	Service Purchase contract for maintenance of the Techal 12 Transmission Microscope located in Schmucker Science South.	4000012502	\$38,657.17
	FEI Company 5350 NE Dawson Creek Dr. Hillsboro, OR 97124	Provide and install Tecnai software 3.x upgrade for the Tecnal 12T Transmission Microscope in Schmucker Science South.	4500178122	\$7,834.00

West Chester University of Pennsylvania  
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For the Purchase of Equipment, Services and Supplies  
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Department	Vendor	Item	Document No.	Amount
College of Arts & Sciences	Oxford Instruments America, Inc. 300 Baker Ave., Suite 150 Concord, MA 01742	Service Purchase contract for an on-site maintenance agreement for the TVA Detector Rapid Replacement (DRR) located in Schmuckler Science South.	4000012501	\$6,535.00
College of Education	2 Comma Sales One Research Court, Suite 450 Rockville, MD 20850	Service Purchase contract for the 3E Institute's web site upgrade.	4000012584	\$6,740.00
College of Health Sciences	Hewlett Packard 5555 Winward Parkway West Alpharetta, GA 30004	Purchase of 2 Hewlett Packard HP Proliant Blade servers.	4500177483	\$9,514.00
Development	Pentera, Inc. 8650 Commerce Park Place, Suite G Indianapolis, IN 46268	Planned giving cultivation and prospect recruitment and identification bulk mailing.	4500174036	\$5,636.00
Environmental Health & Safety	S H Biowaste P.O. Box 1866 Norristown, PA 19401	Blanket order for infectious and biohazard us waste disposal.	4300000440	\$6,500.00

West Chester University of Pennsylvania  
Purchase Orders and Contracts in Excess of \$ 5,000.00  
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Department	Vendor	Item	Document No.	Amount
Facilities Division	Angi International 15 Plumb St. Milton, WI 53563	Repairs made to the Compressed Natural Gas station located at the University Garage.	4500176866	\$5,944.51
	Construction and Consulting Associate 495 Highland Blvd., Suite 106 Coatesville, PA 19320	Service Purchase contact for chemical analysis services and written test reports for the water towers chillers in various buildings.	4000012581	\$15,930.00
	Crest Environmental Services, Corp. 1801 N. 10th St. Reading, PA 19604	Service Purchase contract for emergency cleaning services to reduce lead levels in the University Warehouse.	4000012560	\$25,000.00
	Deacon Industrial Supply Company 165 Boro Line Rd., P.O. Box 62485 King of Prussia, PA 19406	Purchase of 3 phase motors with isolation valves for the plumbing shop.	4500176923	\$7,617.56
	Donald E. Reisinger, Inc. 717 E. Washington St. West Chester, PA 19380	Service Purchase contract to - provide all labor, material, equipment and supervision required for work to be performed on the Barn and Silo.	4000012587	\$38,560.00
	Donald E. Reisinger, Inc. 717 E. Washington St. West Chester, PA 19380	Service Purchase contract to provide and install new box pleated curtains in Hollinger field house.	4000012717	\$16,306.50

West Chester University of Pennsylvania  
Purchase Orders and Contracts in Excess of \$ 5,000.00  
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Department	Vendor	Item	Document No.	Amount
Facilities Division	Donald E. Reisinger, Inc. 717 E. Washington St. West Chester, PA 19380	Service Purchase contact to provide modifications to the South campus apartments courtyard.	4000012765	\$79,470.00
	GeoStructures 985 Old Eagle School Rd., Suite 502 Wayne, PA 19087	Service Purchase contract for testing services for 25 University Avenue.	4000012628	\$8,189.00
	Keeler Company, Inc. 318 Handel St. Shillington, PA 19607	Purchase of disodium phosphate and disodium sulfite for the Heating Plant.	4500176816	\$5,555.52
	MacElree Harvey, Ltd. 17 West Miner St., P.O. Box 660 West Chester, PA 19381	Payment for legal services related to land development approvals with Borough of West Chester on South New St. parking garage.	4500176165	\$6,580.84
	Pro-Tech Floors, LLC 48 -C Milton Dr. Aston, PA 19014	Carpet replacement for 201 Carter Dr., Suite 500.	4500178215	\$45,600.00
	Read's Moving Systems, Inc. 2600 Turnpike Dr. Hatboro, PA 19040	Moving Services required for carpet replacement for 201 Carter Dr., Suite 500.	4500178217	\$8,988.00

West Chester University of Pennsylvania  
Purchase Orders and Contracts in Excess of \$ 5,000.00  
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Department	Vendor	Item	Document No.	Amount
Facilities Division	Rosenn Jenkins & Greenwald. LLP 15 South Franklin St. Wilkes Barre, PA 18711	Legal services pertaining to Jay R. Reynolds/Radius vs. WCU litigation for the SOMPAC project.	4500176772	\$18,092.05
	RPA Associates, Inc. 3 Park Place Wyoming, PA 19610	Engineering services for the removal of warehouse CMU wall and Lintel design.	4500166117	\$5,000.00
	Sheller Oil Company 603 Montgomery Ave., P.O. Box 3311 West Chester, PA 19380	Service Purchase contract for heating fuel oil #2 for off campus houses.	4000012490	\$24,150.00
	TMI Commercial, Inc. 90 Village Square Honeybrook, PA 19344	Plumbing construction in the Lawrence dining addition.	4500178054	\$45,835.00
Grounds	Eagle Equipment Corporation P.O. Box 99 Uwchland, PA 19480	Service Purchase contact for the delivery and installation of a trash compactor for 201 Carter Drive.	4000012256	\$9,958.00



West Chester University of Pennsylvania  
Purchase Orders and Contracts in Excess of \$ 5,000.00  
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Department	Vendor	Item	Document No.	Amount
Information Services	Anixter 1400 N. Providence Rd. #410 Media, PA 19063	Purchase of an audio master high powered horn for campus security.	4500177979	\$6,877.20
	Eaton Electrical, Inc. P.O. Box 93531 Chicago, IL 60673	Purchase of - battery upgrade to UPS system for the computing center.	4500176012	\$7,000.00
	Quatro Systems, Inc. 231 Gibraltar Rd. Horsham, PA 19044	Purchase of software licenses - Acad VI3 ENT for 2 Pro Additive and Acad Gold SNS for VI ENT licenses.	4500176463	\$7,196.00
	Razor Technology 300 Barr Harbor Dr., Suite 280 West Conshohocken, PA 19428	Purchase of 30 foundry switches and software for the campus phone system upgrade.	4500177945	\$146,397.50
Inventory	Grainger Department 592-808288187 Palatine, IL 60038	Purchase for toilet paper to replenish the Central Stores inventory.	4500175230	\$24,680.00

West Chester University of Pennsylvania  
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Department	Vendor	Item	Document No.	Amount
Library	Diversified Storage Solutions, Inc. 56 Buttonwood St. Norristown, PA 19401	Provide and install additional storage and shelving in SOM PAC room 121A.	4500177196	\$12,900.00
	H.W. Wilson Company 950 University Ave., Dept #100 Bronx, NY 10452	Purchase of library indexes for the FHG Library. (General Literature, Art, and Education).	4500177499	\$5,377.00
	Palinet P.O. Box 13327, Suite 262 Philadelphia, PA 19101	Renewal subscription to Geosciences World collection for the period 10/01/07 thru 9/30/08.	4500176570	\$8,033.00
	Proquest 6216 Payspere Circle Chicago, IL 60674	Renewal fee for Historical NY Times and Wall Street Journal.	4500175041	\$9,525.00
	Wiley Subscription Services 111 River St. Hoboken, NJ 07030	Annual subscription to Wiley-Interscience journals for 2006 on-line access.	4500174946	\$73,723.61
Public Safety	Mosaic Threat Assessment Systems 11684 Ventura Blvd., #440 Studio City, CA 91604	Purchase of a Mosaic Threat Assessment software systems.	4500178106	\$6,000.00

West Chester University of Pennsylvania  
Purchase Orders and Contracts in Excess of \$ 5,000.00  
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Executed during November 2007

Department	Vendor	Item	Document No.	Amount
Registrar	Visual Sound One Convention Center Place, 1101 Ar Philadelphia, PA 19107	Provide sound for Fall Commencement Sunday, December 16, 2007.	4500174944	\$9,848.00
Student Health	Urvashi Bhagat 16 N. Longpoint Lane Rose Valley, PA 19063	Blue Back contract for Psychiatric consultation services for students.	4300000443	\$30,000.00
	Craig Lichtman, MD 300 E. Lancaster Ave., Suite 309 Wynnewood, PA 19096	Service Purchase contract to provide Psychiatric services, evaluations, consultations, and medication monitoring to students at the counseling center.	4000012552	\$9,900.00
	Media Highway 850 Cassatt Rd., Suite 350 Berwyn, PA 19312	Annual software maintenance and enhancement agreement for Pyramed software for the period of 11/11/07 thru 11/10/08.	4500176870	\$6,750.00
	Pharmedix 3281 Whipple Rd. Union City, CA 94587	Open order for Tobacco Intervention Program medication.	4500176504	\$9,671.12