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☞ Details: Proposed Audit: Personnel Policies and Practices, University of Wisconsin System

(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

2005-06

(session year)

Joint

(Assembly, Senate or Joint)

Committee on Audit...

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
(**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
(**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

* Contents organized for archiving by: Stefanie Rose (LRB) (October 2012)

SEP 16 2005

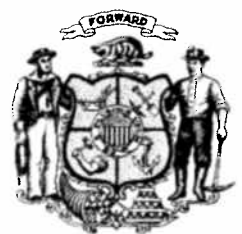
To Whom It may concern

It is my understanding that you will be auditing UW-System's best practices and HR practices and policies. I feel it is important that you look into overload payments and base pay adjustments given to academic staff who are not faculty and do not teach for the university. You may also want to look at position descriptions for academic staff in titles like Administrative Program Specialist, Administrative Specialist, Unit Business Reps and Assistant Deans because these should be civil service positions but the upper administrations of the universities have seen to it to hire over paid staff in these positions and claim that their duties are "unique" to higher education. Some institutions have support positions reporting to Associate Deans or Deans that are academic staff but should be program assistants or the new office support titles assigned by department of employee relations.

Anonymous



WISCONSIN STATE LEGISLATURE





WISCONSIN LEGISLATIVE COUNCIL

Terry C. Anderson, Director
Laura D. Rose, Deputy Director

TO: REPRESENTATIVE SUZANNE JESKEWITZ

FROM: Robert J. Conlin, ^{FJC} Senior Staff Attorney

RE: Process for Terminating Tenured University of Wisconsin System Faculty Members

DATE: September 20, 2005

This memorandum, prepared at your request, provides a description of current state law regarding the termination of tenured faculty members of the University of Wisconsin (UW) System. This memorandum does not address the layoff and termination of such faculty members due to financial emergency.

CONSTITUTIONAL BACKGROUND

Both state statutes and the administrative code contain provisions regarding the termination of a tenured faculty member within the UW System. These provisions, as will be described in more detail below, generally require the proffering of charges against the faculty member, an investigation by administrators, an opportunity for a hearing on the charges, and a formal decision by the Board of Regents. These processes are designed, at least in part, to afford the tenured faculty member who is subject to termination constitutionally required procedural due process protections.

The Fourteenth Amendment to the U.S. Constitution provides, in relevant part, that no state may "deprive any person of life, liberty, or property, without due process of law." Generally, it is recognized that when a person is legally entitled to a governmental benefit, the person has an expectation, supported by the Constitution, that the benefit will not be arbitrarily taken away. The tenured faculty status of a faculty member at a public university has generally been held to be a "property interest" protected by the procedural due process provisions of the Fourteenth Amendment. [See, e.g., *Slochower v. Board of Higher Education of New York City*, 350 U.S. 551 (1956); *Board of Regents et al. v. Roth*, 408 U.S. 564 (1972); and *Perry et al. v. Sindermann*, 408 U.S. 593 (1972).]

Accordingly, when a state university seeks to terminate a tenured faculty member, the Fourteenth Amendment typically requires some level of procedural safeguards to ensure that the termination action does not arbitrarily deprive the faculty member of a property interest. At a minimum, the due process guarantee concerning the termination of a tenured public employee requires notice of the charges against

him or her, an explanation of the employer's evidence, and an opportunity to present his or her side of the story. [See, e.g., *Cleveland Board of Education v. Loudermill et al.*, 470 U.S. 532 (1985).]

WISCONSIN STATUTES

Under the Wisconsin statutes, a "tenure appointment" is an appointment for an unlimited period granted to ranked faculty by the Board of Regents. [s. 36.13 (1) (b), Stats.] Any person having been granted tenure may be dismissed only for "just cause" and only after due notice and hearing. The statutes direct the Board of Regents and the faculty governance structure to promulgate administrative rules for the requisite notice and hearing. [s. 36.13 (5), Stats.]

ADMINISTRATIVE RULES

The administrative rules referred to above governing the notice and hearing requirements regarding the termination of tenured faculty in the UW System have been promulgated in Chapter UWS 4 of the Wisconsin Administrative Code. Those rules are described below.

The rules specify that termination of a tenured faculty member may be done only by the Board of Regents, only for "just cause," and only after notice and a hearing. [s. UWS 4.01 (1), Wis. Adm. Code.]

The rules provide that whenever the chancellor of a UW institution receives a complaint against a faculty member which the chancellor deems substantial and which, if true, would be grounds for dismissal, the chancellor must, within a reasonable time, initiate an investigation and, prior to reaching a decision on filing charges, offer to discuss the matter informally with the faculty member. [s. UWS 4.02 (1), Wis. Adm. Code.] A tenured faculty member may be dismissed only after receipt of a written statement of specific charges from the chancellor of a UW institution. The charges must be served personally on the faculty member or served by certified mail, return receipt requested. If such service cannot be completed, service must be made by first class mail and publication as if the statement of charges were a summons under statutory procedures applicable to civil court jurisdiction. [s. UWS 4.02, Wis. Adm. Code.]

The faculty at each UW institution is required to provide a committee to hear and make recommendations in cases of dismissals of tenured faculty. It is this committee that conducts the hearing. The committee must prepare a verbatim record of the hearing, prepare a summary of the evidence presented at the hearing, and transmit this material, along with its recommended findings and decision to the Board of Regents. [s. UWS 4.03, Wis. Adm. Code.]

A hearing on the charges must be held if the faculty member requests a hearing. The request must be made in writing to the chair of the faculty hearing committee. Generally, the request for the hearing must be made within 20 days after the statement of the charges is served upon the faculty member. The hearing must be held within 20 days of the request, unless the parties mutually agree in writing to extend the time period or unless the faculty hearing committee orders an extension. [s. UWS 4.04, Wis. Adm. Code.]

According to the administrative rules, a hearing for a tenured faculty member whose dismissal is sought must include the following: (1) service upon the faculty member of written notice of the hearing on the specific charges at least 10 days prior to the hearing; (2) access by the faculty member to the

names of witnesses and to documentary evidence which serves as the basis for dismissal; (3) an opportunity for the faculty member to be heard in his or her defense; (4) the right of the faculty member to counsel or other representative, and to offer witnesses; (5) the right of the faculty member to confront and cross-examine witnesses; (6) a verbatim record of all hearings at no cost to the faculty member; (7) written findings of fact and a decision based on the hearing record; and (8) admissibility of evidence governed by the Administrative Procedures Act (ch. 227, Stats.). [s. UWS 4.05, Wis. Adm. Code.]

At the hearing, the burden of proof as to whether "just cause" exists to terminate the faculty member is on the administration of the UW institution. The hearing is to be closed to the public unless the affected faculty member requests an open hearing. [s. UWS 4.06 (1) (a) and (c), Wis. Adm. Code.]

Generally, a faculty member who participated in the investigation or the filing of charges against the faculty member for whom dismissal is sought, or a faculty member who will be a material witness at the hearing, may not sit on the faculty hearing committee for that case. In addition, the faculty hearing committee may disqualify any one of its members for cause by a majority vote of the committee after a motion to that effect has been made by either party. If one or more members of the faculty hearing committee disqualify themselves or are disqualified, the remaining members of the committee may select other faculty members to serve in their stead, subject, however, to alternative methods of replacing members as specified in rules and procedures adopted by the faculty in establishing the hearing committee. [s. UWS 4.06 (1) (b) and (d), Wis. Adm. Code.]

During the hearing, the faculty hearing committee is not bound by common law or statutory rules of evidence and may admit evidence having reasonable probative value. It must exclude immaterial, irrelevant, or unduly repetitious testimony. The hearing committee must give effect to recognized legal privileges. [s. UWS 4.06 (1) (e), Wis. Adm. Code.]

After the hearing, the faculty hearing committee must send to the chancellor and to the affected faculty member a verbatim record of the testimony and a copy of the committee's report, findings, and recommendations. The committee may recommend a sanction less severe than termination. Within 20 days after receiving the committee's report, the chancellor must review it and afford the faculty member an opportunity to discuss it. The chancellor must prepare a written report within 20 days following the meeting with the faculty member, unless the chancellor's recommendation differs substantially from that of the faculty hearing committee. In the event that the chancellor's proposed recommendations differ substantially, the chancellor must promptly consult the faculty hearing committee and provide the committee with a reasonable opportunity to respond in writing before forwarding the recommendation. If the recommendation is for dismissal, the recommendation must be forwarded through the president of the UW System to the Board of Regents along with the chancellor's recommendation and the report of the faculty hearing committee. The chancellor's recommendation must also be provided to the affected faculty member. [s. UWS 4.07 (1), Wis. Adm. Code.] Disciplinary action other than dismissal may be taken by the chancellor, after affording the faculty member an opportunity to be heard on the record. However, upon written request of the faculty member, such action must be submitted as a recommendation through the president of the UW System to the Board of Regents. [s. UWS 4.07 (2), Wis. Adm. Code.]

If the chancellor recommends dismissal, the Board of Regents must review the record and provide an opportunity for filing exceptions to the recommendations of the hearing committee or chancellor, and an opportunity for oral arguments, unless the Board of Regents decides to drop the

charges against the faculty member without a hearing or the faculty member elects to waive the hearing. The hearing at the Board of Regents must be closed to the public unless the faculty member requests an open hearing. [s. UWS 4.08 (1), Wis. Adm. Code.]

Upon completion of the hearing, if the Board of Regents decides to take an action different than that which was recommended by the faculty hearing committee or the chancellor, the Board must first consult with the faculty hearing committee or the chancellor, as appropriate, before taking its desired action. [s. UWS 4.08 (2), Wis. Adm. Code.]

Generally, pending the final decision as to a faculty member's dismissal, the faculty member is not to be relieved of his or her duties. However, if, after consultation with appropriate faculty committees, the chancellor finds that substantial harm to the UW institution may result if the faculty member is continued in his or her position, the faculty member may be relieved of his or her duties immediately, but the faculty member's salary is to continue until the Board of Regents makes its decision as to dismissal. [s. UWS 4.09, Wis. Adm. Code.]

I hope you find this information herein helpful. If you need additional information, please contact me at the Legislative Council staff offices.

RJC:ksm:jal





WISCONSIN LEGISLATURE

P.O. BOX 8952 · MADISON, WI 53708

September 20, 2005

Kevin P. Reilly, President
University of Wisconsin System
1720 Van Hise Hall
1220 Linden Drive
Madison, WI 53706-1559

Dear President Reilly:

We are writing to you about the Paul Barrows case. Several weeks ago, an announcement was made that Attorney Susan Steingass has completed her internal probe of this matter. Notice of the report was sent to the affected individuals mentioned in the report on Friday, September 2nd. More than two weeks have passed since those people were notified – a reason cited by the UW for the delay in making the Steingass Report public. We are nearing the UW's self imposed deadline of Friday, September 23rd, and we are respectfully asking the UW to release the report to the public on Wednesday, September 21st.

Allowing the Steingass Report to sit on your desk for nearly a month will not add to the credibility of the report. There is no reason to further delay its release. The public already has concerns this report was gathered by a one-person panel who happens to be a non-tenured faculty member of the UW Law School. We do not mean to diminish the work of Attorney Steingass, but it is important to be as transparent as possible. You have repeatedly stated your intention to be more forthcoming about issues related to the UW, such as the ongoing expensive payroll software saga. Release of the report, and complying with all open record requests that have to date been thwarted, as well as a news conference to put this issue to rest would go a long way toward restoring credibility to the UW.

We hope you have shared the Steingass Report with all the affected parties, including Mr. Barrows. We share his concern that only three people were allowed to review this report, and he was not among them. Further stonewalling the release of the report will lead to speculation that you or your legal staff are editing or modifying the findings. We suspect, if history is any indication, that you will dump this report on the public's lap late Friday afternoon, heading into a weekend when the public may not be paying attention. Please don't wait until the last possible moment to bring this episode to a conclusion.

UW System President Reilly
Page 2

Thank you for your attention to this matter, and we await word on why you can't release this report tomorrow.


Sincerely,



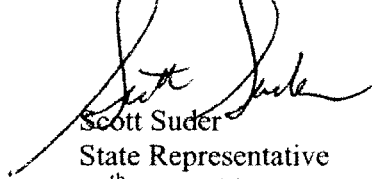
Rob Kreibich
State Representative
93rd Assembly District



Samantha Kerkman
State Representative
66th Assembly District



Stephen Nass
State Representative
31st Assembly District



Scott Suder
State Representative
69th Assembly District



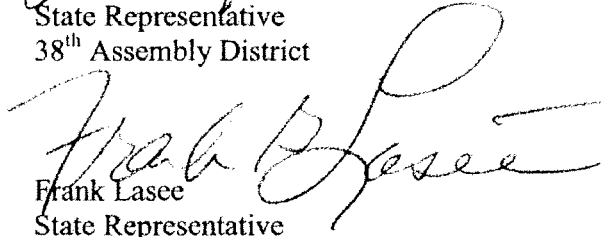
Andy Lamb
State Representative
29th Assembly District



Joel Kleefisch
State Representative
38th Assembly District



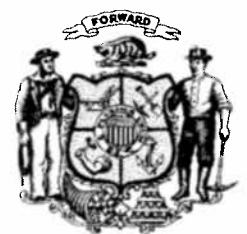
Terry Moulton
State Representative
68th Assembly District



Frank Lasee
State Representative
2nd Assembly District



WISCONSIN STATE LEGISLATURE



Matthews, Pam

From: Matthias, Mary
Sent: Wednesday, September 21, 2005 11:25 AM
To: Matthews, Pam
Subject: Shared governance/felony convictions

Pam-

I've been looking into the question Sue has about faculty shared governance. I have to leave at noon today for a conference in Chicago that runs until Saturday morning (bad timing!) and I won't be able to get this in nice memo form before I leave but I wanted to get the basic info to you before I leave. If you want me to turn it into a memo let me know and I'll get on it first thing next week. Also let me know if you have remaining questions that I should address in the memo.

The question is whether shared governance prevents the Board of Regents from being able to enact employment-related policy decisions and if so, why. The answer is no, shared governance does not prevent the Board from enacting or changing its policies, but it does require the faculty to be allowed to participate.

The statutory authority for faculty shared governance, also referred to as "faculty self governance" is set forth in 36.09(4), stats., as follows:

*36.09(4) Faculty. The faculty of each institution, subject to the responsibilities and powers of the board, the president and the chancellor of such institution, shall be vested with responsibility for the immediate governance of such institution **and shall actively participate in institutional policy development.** As such, the faculty shall have the primary responsibility for academic and educational activities and faculty personnel matters. The faculty of each institution shall have the right to determine their own faculty organizational structure and to select representatives to participate in institutional governance.*

Interpretation

"Actively participate" is not defined but it clearly requires that the faculty be somehow involved in the development of personnel policies. In other words, the UW System cannot significantly change personnel policies unless the faculty has in some way participated in the process that leads to the changes.

The statute does **not** give the faculty veto authority over proposed UW policies- in other words, the faculty does not have to approve a policy in order for it to be implemented by the UW system. The statute doesn't require the faculty's approval, only their "active participation".

The issue of what **actively participate in institutional policy development** means—in other words, precisely what the rights of faculty regarding the development or changing of UW personnel policies are- has not been litigated. If the UW were to change or adopt policies with no faculty participation, or arguably insufficient faculty participation, the faculty would have a legal basis on which to sue the UW System court on the basis that the faculty's statutory right to participation had been denied.

Also, another factor to consider is that any UW policies that are set out in administrative rules can only be changed by going through the whole rulemaking process. I would imagine that faculty participation could be integrated into that process- in that it wouldn't have to add a lot, or any, time to the process as compared to the amount of time it takes any other state agency to promulgate rules.

As I have been looking into the current issues with the UW, and knowing Sue's concerns, I wanted to tell you about an idea I had for legislation that she might be interested in. It would be to specify by statute that if a

current faculty member is convicted of any felony, **there must automatically be a review of the faculty member's continued fitness to retain his/her position at the UW.** The bill could establish time limits – specify that the review must begin within a certain number of days of the conviction and be completed within a certain time limit.

There doesn't seem to be a requirement to do this now. Dismissal procedures are set forth in the administrative code and the code provides that dismissal procedure is required only when all three of the following happen: (1) A chancellor receives a complaint against a faculty member (2) The chancellor deems the complaint to be substantial (3) The chancellor determines that if the complaint is true it might lead to a dismissal. So if nobody brings a complaint to the chancellor, there might never be a review.

Also, in looking at the fair employment law, it seems to me that there isn't a problem with the UW having enough authority to fire a faculty member for sex crimes (or other crimes that would be of legitimate concern). But there isn't a requirement that the UW do so. Requiring them to hold dismissal proceedings in a timely fashion in the case of any felony conviction might be a reasonable middle ground between requiring any faculty member convicted of a felony to be automatically fired (which may have constitutional problems) and the current situation of leaving it entirely up to the UW system to take action.

The legislation could also address the standards used to determine whether the faculty member convicted of a felony should be retained. The requirement that there be a connection between the job and the crime could be changed to specify that for UW faculty the standards are pretty high- meaning that because of their position and influence, conviction of a felony impedes their ability to carry out their job duties (as is the case for public officials.)

By the way, faculty shared governance doesn't have any impact on the legislature's ability to require personnel policies by statute.

I hope the entire Jeskewitz office has an excellent weekend (and rest of the week!)

Mary



WISCONSIN STATE LEGISLATURE

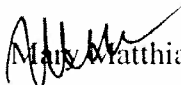




WISCONSIN LEGISLATIVE COUNCIL

*Terry C. Anderson, Director
Laura D. Rose, Deputy Director*

TO: REPRESENTATIVE SUZANNE JESKEWITZ

FROM:  Mary Matthias, Senior Staff Attorney

RE: Impact of UW Faculty Self Governance Rights on the Authority of the UW to Enact Faculty Personnel Policies

DATE: October 3, 2005

This memorandum responds to your request for a discussion of whether “shared governance,” also referred to as “faculty self governance,” prevents the University of Wisconsin (UW) Board of Regents from being able to enact employment-related policy decisions. In light of your concerns regarding the University’s response to felony convictions of several faculty members, the memorandum also outlines legislation that would require an investigation and decision in every instance of a faculty felony conviction.

As discussed below, the UW faculty’s statutory right to self governance does not prohibit the Board of Regents from enacting or changing faculty personnel policies, but it does require the Board of Regents to grant the faculty an opportunity to participate in the development or modification of those policies. Faculty shared governance rights do not impact the Legislature’s ability to mandate faculty personnel policies by statute.

The statutory right of faculty shared governance is set forth in 36.09 (4), Stats., as follows:

36.09 (4) FACULTY. The faculty of each institution, subject to the responsibilities and powers of the board, the president and the chancellor of such institution, shall be vested with responsibility for the immediate governance of such institution *and shall actively participate in institutional policy development. As such, the faculty shall have the primary responsibility for academic and educational activities and faculty personnel matters.* The faculty of each institution shall have the right to determine their own faculty organizational structure and to select representatives to participate in institutional governance. [Emphasis added.]

The language that is relevant to your question is the requirement that faculty “shall actively participate in institutional policy development.” Although the statute does not delineate the precise degree and nature of the faculty’s participation rights, and this issue has not been litigated, it appears that at a minimum, it requires the Board of Regents to grant the faculty an opportunity to either provide its recommendations for policies or its commentary on proposed policies.

It is important to note that the statute does not give the faculty veto authority over any proposed UW policies, including faculty personnel policies. The faculty does not have to approve a policy in order for it to be implemented by the Board of Regents. The statute does not require the faculty’s approval, only their “active participation.”

Section UWS 2.02, Wis. Adm. Code, the administrative rule promulgated by the Board of Regents that implements faculty self governance, recognizes that the Board of Regents has the ultimate authority to set policy:

UWS 2.02 Delegation. Rules and procedures developed pursuant to chs. UWS 3, 4, 5, 6, and 8 by the faculty of each institution shall be forwarded by the chancellor to the president and by the president to the board for its approval prior to their taking effect. Such policies and procedures, *unless disapproved or altered by the regents*, shall be in force and effect as rules of the regents. [Emphasis added.]

The rule authorizes the faculty of each institution to develop rules and procedures pertaining to the following topics, within certain parameters established in administrative rule by the Board of Regents: faculty appointments, procedures for dismissal of faculty, layoff and termination of faculty for reasons of financial emergency, complaints concerning faculty conduct and faculty grievances. The rules and procedures developed by the faculty are forwarded to the Board of Regents, which has authority to approve, disapprove, or alter those recommendations.

Although the UW’s administrative rules provide for procedures for dismissal of faculty for cause, which may include a felony conviction depending on the circumstances of a particular case, there is no clear requirement in the rules or the statutes that an investigation or dismissal procedures be initiated in the case of a felony conviction. The pertinent rule provision provides as follows:

UWS 4.02 Responsibility for charges. (1) Whenever the chancellor of an institution within the university of Wisconsin system against a faculty member which he/she deems substantial and which, if true, might lead to dismissal under s. UWS 4.01, the chancellor shall within a reasonable time initiate an investigation and shall, prior to reaching a decision on filing charges, offer to discuss the matter informally with the faculty member. A faculty member may be dismissed only after receipt of a written statement of specific charges from the chancellor as the chief administrative officer of the institution and, if a hearing is requested by the faculty member, in accordance with the provisions of this chapter. If the faculty member does not request a hearing, action shall proceed along normal administrative lines but the provisions of ss. UWS 4.02, 4.09, and 4.10 shall still apply.

Under the rule, dismissal procedures, which include an investigation of the charges against a faculty member, are required only when all three of the following happen: (1) a chancellor receives a complaint against a faculty member; (2) the chancellor deems the complaint to be substantial; and (3) the chancellor determines that if the complaint is true, it might lead to a dismissal. The rule does not automatically require a complaint to be filed, or an investigation to be conducted, in the case of a felony conviction of a faculty member.

Legislation could be developed to require the UW to conduct an investigation and issue a formal decision in every instance of a faculty felony conviction. The purpose of the investigation would be to determine whether the conduct of the faculty member constitutes just cause for dismissal. The legislation could ensure that the UW act promptly by specifying that the investigation must be initiated within a certain number of days of the conviction and the initial ruling must be issued within a certain time frame.

A review of Wisconsin fair employment law indicates that although the law grants an employer authority to fire an employee for reasons related to a felony conviction under certain circumstances, there is, in general, no requirement that an employer do so. Requiring the UW to conduct an investigation and issue a decision in a timely fashion in the case of every faculty felony conviction may be a reasonable middle ground between requiring the automatic termination of every faculty member convicted of a felony (which poses serious constitutional concerns) and the current law which does not require any action by the University in the case of faculty felony convictions.

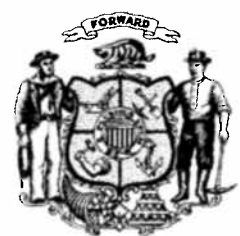
The legislation under discussion could also address the standards used to determine whether a faculty member convicted of a felony should be retained. This could be accomplished by amending the statutes governing the impact of arrest and conviction records on employment, within constitutional constraints, to specify that certain felony convictions are grounds for termination of UW faculty.

Please contact me at 266-0932 if you have questions or would like more information on this topic.

MM:jal



WISCONSIN STATE LEGISLATURE





WISCONSIN STATE LEGISLATURE

Joint Legislative Audit Committee

Committee Co-Chairs:
State Senator Carol Roessler
State Representative Suzanne Jeskewitz

October 26, 2005

David G. Walsh, President
Board of Regents
University of Wisconsin System
c/o Foley & Lardner
P.O. Box 1497
150 E. Gilman Street
Madison, Wisconsin 53701

Kevin P. Reilly, President
University of Wisconsin System
1720 Van Hise Hall
1220 Linden Drive
Madison, Wisconsin 53706

Dear President Walsh and President Reilly:

Thank you for your testimony before the Joint Legislative Audit Committee on the proposed audit of University of Wisconsin (UW) System personnel policies and practices. We appreciated your comments.

The audit was approved by the Committee, and it is our understanding that the Legislative Audit Bureau will soon hold an entrance conference with UW System staff. As the audit begins, we would like to acknowledge your pledge of full cooperation with the audit effort. It is our expectation that this spirit of cooperation will ensure an independent and comprehensive assessment of personnel policies and practices.

We also acknowledge that, in addition to the audit efforts of the Legislative Audit Bureau, the Board of Regents is appropriately engaging in its own efforts to assess and possibly revise personnel policies for UW System. In President Walsh's testimony, we were pleased to learn of the appointment of a Regents' committee to study the disciplinary system for UW System employees. It is our intention to follow closely the work of the Regents' committee and review carefully the recommendations advanced.

To that end, we ask that you apprise us of upcoming public meetings of the Regents' committee, forward copies of the final recommendations to our offices, and provide us with a written summary of any actions taken on those recommendations by the Board of Regents at its regular meeting in December 2005. We would appreciate receiving this summary information by Wednesday, December 14, 2005. In your submission, we ask that you inform us of any legislative actions the UW System may wish to request in order to improve the disciplinary system for UW System employees. As Co-Chairs, we intend to draft appropriate legislation for consideration by the full Committee at a follow-up hearing in January 2006.

SENATOR ROESSLER
P.O. Box 7882 • Madison, WI 53707-7882
(608) 266-5300 • Fax (608) 266-0423

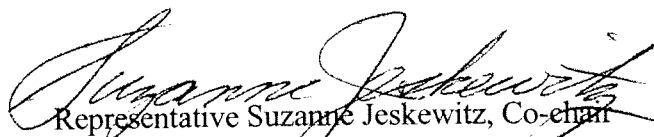
REPRESENTATIVE JESKEWITZ
P.O. Box 8952 • Madison, WI 53708-8952
(608) 266-3796 • Fax (608) 282-3624

Thank you for your cooperation and responsiveness. We look forward to reviewing your submission on December 14, 2005.

Sincerely,



Senator Carol A. Roessler, Co-chair
Joint Legislative Audit Committee



Representative Suzanne Jeskewitz, Co-chair
Joint Legislative Audit Committee

cc: Members, Joint Legislative Audit Committee

Members, Board of Regents

Janice Mueller
State Auditor





Board of Regents

1860 Van Hise Hall
1220 Linden Drive
Madison, Wisconsin 53706-1559
(608) 262-2324
(608) 262-5739 Fax

email: board@uwsa.edu
website: <http://www.uwsa.edu>

November 2, 2005

Representative Stephen Nass
Representative Scott Suder
Representative Robin Kreibich

Dear Representatives Nass, Kreibich, and Suder:

This is in response to your letter dated today, November 2.

I understand that because Kevin Reilly stated to a reporter that John Wiley did inform him of the decision to put Paul Barrows on leave, you feel that the Board of Regents should discipline President Reilly and re-open the Barrows investigation.

The Board of Regents would expect a chancellor to inform the President of the UW System about personnel matters involving top administrators. As you are aware, state statutes and Regent policies delegate personnel matters to chancellors and supervisors. Chancellor Wiley's decision to inform President Reilly was the right thing to do, and the fact that he did is not a rational basis for your requests. Accordingly, I do not intend to request that the Board further address the matter, or appoint another investigator. Moreover, as you have been advised, the matter is presently on appeal, and it would be inappropriate to involve the Board in an investigation pending appeal.

I trust the above responds to your request. Now, allow me to make a request.

In the future, I believe the people of the state of Wisconsin would be better served if, rather than issuing press releases and sending letters to me through the press, you pick up the telephone and call me, or the appropriate university official, to discuss these matters.

I appreciate the political world in which you live. However, at some point, the people, the students, and their families, as well as the many dedicated employees of the UW System, deserve at least an effort from you to engage in constructive dialogue. Press releases and letters demanding immediate discipline are not constructive. We have an open door. I am available to meet with you at any time. Frankly, open communication is the least we can do for the many stakeholders of our great UW System.

Please feel free to give me a call if you have any questions regarding this letter.

Very truly yours,

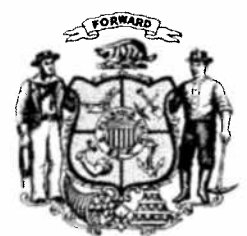
A handwritten signature in black ink, appearing to read "D. Walsh".

David G. Walsh
President

cc. Board of Regents



WISCONSIN STATE LEGISLATURE





Office of the President

1720 Van Hise Hall
1220 Linden Drive
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email: kreilly@uwsa.edu
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November 4, 2005

Senator Carol Roessler
8 South, State Capitol
P.O. Box 7882
Madison, WI 53707-7882

Representative Suzanne Jeskewitz
314 North, State Capitol
P.O. Box 8952
Madison, WI 53708

Dear Senator Roessler and Representative Jeskewitz:

Thank you for your letter dated October 24, 2005. I am responding for President Walsh and myself. Yesterday we held the entrance conference on the Legislative Audit Bureau's (LAB) audit of UW System personnel policies and practices. Again, we pledged our full cooperation with the audit and offered our assistance in any way needed to complete the audit in a timely fashion.

In your letter you asked to be kept apprised of upcoming public meetings of the Regents' committee on disciplinary process. The committee's first meeting was yesterday afternoon, and publicly noticed by the Board of Regents Office on October 31, 2005. We were pleased to learn that one of the LAB auditors planned to attend that meeting. As additional meetings are scheduled, we will make a point to inform your offices of the dates and times.

You have also asked for copies of final recommendations of the committee and a written summary of any actions taken on those recommendations by the Board of Regents at its regular meeting scheduled for December 8-9, 2005. We will provide this summary by December 14, 2005 as requested.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin P. Reilly', written over a horizontal line.

Kevin P. Reilly
President

Cc: Board of Regents
Chancellors
Cabinet
Janice Mueller, State Auditor





Board of Regents

1860 Van Hise Hall
1220 Linden Drive
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December 21, 2005

Senator Carol Roessler
8 South, State Capitol
P.O. Box 7882
Madison, WI 53707-7882

Representative Suzanne Jeskewitz
314 North, State Capitol
P.O. Box 8952
Madison, WI 53708

Dear Audit Committee Co-Chairs:

At the request of Regent President David Walsh and UW System President Kevin Reilly, I am pleased to provide a brief progress report on the activities of the Special Regents' Committee regarding the Faculty and Academic Staff Disciplinary Process.

Our Committee has met four times since November, and we are making steady progress on several proposed reforms to the disciplinary process applicable if a UW System employee is charged with, or convicted of, certain enumerated felonies or any crime that endangers the safety of the university community or the integrity and legitimacy of the institution. These proposals include:

- Self-reporting of such charges or convictions
- Suspension without pay in certain instances
- Expedited, "due process" decision-making in certain situations, and
- Harmonizing "just cause" protection for tenured employees with the changes under consideration.

Our current focus is the creation of various new UW System administrative rules governing personnel policies and procedures. Our next steps are to circulate a revised draft of the proposed administrative rule changes to our Committee prior to its late January meeting and to report the Committee's final recommended changes to the Board of Regents in time for consideration at the Board's regularly scheduled February 10 meeting. I will transmit the final recommended changes to you at the same time they go to the Board.

The proposed final version of any rule changes adopted by the Board will also be sent to faculty, staff and student groups for their consideration and comment. Finally, the proposed new administrative rules approved by the Board, after consideration of the comments of the shared governance groups, will be submitted to the legislature as part of the rule making process.

The Committee very much appreciates the significant assistance of Legislative Council attorneys Russ Whitesel, and Mary Mathias, Rep. Jeskewitz's aide Pam Matthews, and other audit and legislative staff who have participated in our meetings.

Please let me know if you have questions about any aspect of this letter.

Sincerely,

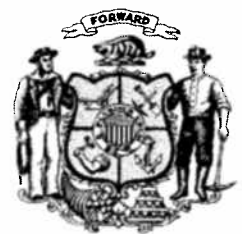
A handwritten signature in black ink, appearing to read "Michael J. Spector".

Michael J. Spector
Chair, Regent Committee on Faculty and Academic Staff Disciplinary Procedures

cc: Audit Committee Members
Legislative Leadership
Higher Education Committees
Janice Mueller, State Auditor
Board of Regents
President Reilly
Chancellors



WISCONSIN STATE LEGISLATURE



March 2, 2006

Representative Suzanne Jeskewitz, Co-Chairperson
Senator Carol A. Roessler, Co-Chairperson
Senator Robert Cowles
Senator Scott Fitzgerald
Senator Mark Miller
Senator Julie Lassa
Representative Samantha Kerkman
Representative Dean Kaufert
Representative David Travis
Representative David Cullen

Re: UW Cover-Up and Destruction of Public Records during an LAB Audit

Dear Members of the Joint Legislative Audit Committee:

We are contacting you regarding what we believe to be a cover-up of "back-up" appointment documents by high-level University of Wisconsin officials, involving the President of the UW System and the Chancellor of the University of Wisconsin-Milwaukee. We understand that at least 4-1/2 years of official UWM personnel documents have been removed from state offices and are being withheld from public review related to the abuses of the UW "back-up" appointments given to high-level executives at UWM. We are concerned that these documents have been removed (or destroyed) at the time of the Legislature's audit of UW employment practices. We ask your assistance in securing these missing documents and determining who is responsible for their removal from state offices at UW System and UWM.


The cover-up of documents involve promises and payments made to John Wanat, former Provost at UWM, who has been promised a total of \$294,743 in salaries and with no apparent job responsibilities since he resigned as provost in January 2005. We have been informed by UW General Counsel Patricia Brady and UWM Chief Legal Counsel Robin Van Harpen that **Mr. Wanat's employment contracts and other key personnel documents are missing from his personnel file as well as from UWM and UW System offices.** General Counsel Brady has indicated that UW System will not investigate where these records have been hidden or who is responsible for their removal. As a current UW employee, Mr. Wanat is also subject to the state open records law, but **even UW President Kevin Reilly has refused to require Wanat to produce these public records as required under Wisconsin law.** *why?*

What Documents Have Been Destroyed or Are Missing from UWM and UW System Offices?

We are informed that 4-1/2 years of Wanat's contracts and other personnel documents are missing from all offices at UWM and UW System. Among the records reported missing are:

1. **Four years of employment contracts for Mr. Wanat (from July 1, 2001 through June 30, 2005).** Wanat's first UWM contract (for 2000-01) was signed by Chancellor Nancy Zimpher and copied to the Provost, the interim director of Human Resources, the dean of the College of Letters and Science, and his personnel file. We are informed that none of these offices, including the Chancellor, have copies of Wanat's contracts for 2001-02, 2002-03, 2003-04, or 2004-05.

2. **Wanat's letter of resignation as provost and any correspondence from UWM Chancellor Carlos Santiago requesting that resignation.** We are informed that Chancellor Santiago does not have a copy of Wanat's resignation letter or any correspondence that he sent to Wanat accepting that resignation or delineating Wanat's job assignments between January 17, 2005 and June 3, 2005.
3. **Wanat's contract and work assignments from January 17, 2005, the date of his resignation as provost, through June 3, 2005, the date of his "secret deal" with Santiago.** The assistant dean of the College of Letters and Science processed a personnel action on February 17, 2005 transferring Wanat's \$187,416 annual salary to the L&S budget, but we are informed that the dean of L&S has no documents related to Wanat's transfer into that School or descriptions of his work assignments there.
4. **Any settlement agreements or contract deals (secret or otherwise) signed with Wanat between January and June 2005.**
5. **Wanat's written request to UW System President Reilly for a faculty salary exceeding 82% of his administrative salary.** When Wanat was hired in 2000, he was informed that under UW System Unclassified Personnel Guideline 4.04(5) he would be required to submit a request to the System Office of Academic Affairs if his faculty back-up salary exceeded 82% of his administrative salary. According to UW attorneys Patricia Brady and Laura Dunek, no such request document exists at UW System.
6. **Written advance approval from UW System President Reilly for Wanat to receive a "back-up" faculty salary at 100% of his administrative salary, if such approval was authorized by System.**

 According to the University of Wisconsin attorneys, all of these documents are missing from Wanat's official personnel file as well as from the offices of UW President Reilly, UWM Chancellor Santiago, the current UWM Provost, the dean of the College of Letters and Science, and Human Resources.

What's in These 4-1/2 Years of Missing Official State Documents?

One can only imagine what these missing documents might contain – that would be so important that high-level University of Wisconsin officials and attorneys would be involved in removing them from UWM and UW System offices and failing to produce them in response to state open records law requests.

- Did Provost Wanat get one of the controversial \$700 a month "car allowance salary supplements" doled out by UW President Katharine Lyall without knowledge of the Regents or the Legislature?
- Was a job guarantee for Wanat's wife inserted into Wanat's 2002-03 annual contract after President Lyall denied him the \$20,000 raise he had requested?
- Why can't we see Wanat's letter of resignation as provost? What could he have said that was so controversial that Chancellor Santiago would have allowed the removal or destruction of this public document?
- Where is the written UW System approval for Wanat's 100% "back-up" salary? Which UWM and UW officials recommended and authorized this high "back-up"?
- Did the UWM Chancellor or the President of the UW System insert "golden parachute" provisions in Wanat's contracts after 2000-01 to guarantee him a lifetime high salary (at least \$187,416 per year) if the new chancellor would find Wanat's performance to be unsatisfactory? What public interest would be served by such provisions?

What Did the Secret Deal and \$294,743 in Salaries Do for Wanat Since He Stepped Down as Provost?

In theory Wanat went from being the second most powerful executive at UWM to being an ordinary UWM faculty member. However, in the months that followed, faculty reported that Wanat's workload, salary and work situation appear to be anything but ordinary. Under University of Wisconsin policy, ex-administrators with faculty "back-ups" are expected to return to their home department and resume teaching, but Wanat reportedly wasn't working in the Political Science department. Instead, he moved into a newer office in a campus building used by Architecture and Urban Planning (where his friend, the former interim chancellor Bob Greenstreet, was dean). And Wanat didn't teach any courses (Political Science or otherwise) in the Spring 2004-05 semester or in the Fall 2005-06 semester.

Five months after Wanat resigned as provost, he entered into a secret deal with Chancellor Santiago ("acting on behalf of the Board of Regents") to guarantee his continued employment at UWM through December 31, 2006 with no required teaching or administrative responsibilities.

Provisions of Wanat's "Secret Deal" with the Board of Regents

1. Chancellor Santiago and "UWM" (defined as "the Board of Regents of the University of Wisconsin System, the University of Wisconsin System, and the University of Wisconsin-Milwaukee, and any and all of their respective divisions, and any and all current and former board members, administrators, officers, directors, employees, representatives, agents, attorneys, successors, heirs, assigns, and all other participants in their stated activities") **promised not to disclose the contents of this agreement.** Santiago acknowledged that **UWM could be sued for damages** if the Board of Regents or UW employees fail to "keep the contents of this Agreement strictly confidential."
2. **Wanat agreed that he would not tell** anyone other than "his immediate family, his legal advisor and his tax accountant" about this deal.
3. Chancellor Santiago agreed to provide **only "positive" written or verbal references for Wanat.**
4. **Wanat agreed not to make any "disparaging comments about UWM, the Chancellor, or administrative leadership of UWM** to anyone, including, but not limited to students and other UWM employees."
5. Wanat was promised an **annual salary of \$187,416 through June 30, 2006, with no required work responsibilities.** His so-called "work schedule" was described as working "at the times and on the days ... most efficient and convenient for him."
6. Wanat would continue to have an **office in Bob Greenstreet's School** of Architecture and Urban Planning through December 31, 2006.
7. Wanat was promised a **second "back-up" job** on the UWM payroll (as an academic staff "researcher," again with no required duties) after he resigned as a faculty member, for an additional six months. From July 1, 2006 through December 30, 2006, he will be considered working "full-time," presumably for state health and pension benefits, for a payment of \$22,183. **(Wanat's salary from the date he stopped actually "working" at UWM, January 18, 2005, through December 30, 2006 will total \$294,743.)**

While all of the provisions of this “secret deal” are troubling, several stand out.

- First, is the **timing**. Why would Wanat need a “secret deal” five months after he resigned as provost? According to official UWM statements, he had voluntarily resigned. So why is he being “bought out” – if that is what is actually happening here – five months later?
- Did Chancellor Santiago even have the **authority to promise secrecy** for this agreement, given Wisconsin’s public records law?
- Did the UW attorneys, Reilly, Santiago, and Wanat (or their staff) **collect and destroy** Wanat’s personnel **records** as part of an unstated provision of the deal?
- We can understand why Wanat might seek to silence UWM about any negative aspects of his past job performance, but **why would UWM want to silence Wanat?** What public interest is served by requiring Wanat to promise not to make any “disparaging comments about UWM, the Chancellor, or administrative leadership of UWM”? Who cares whether he criticizes the current administration?
- **Does this “secret deal” mean that Wanat cannot speak truthfully to the Legislative Audit Bureau about employment practices at UWM? Does this mean that Chancellor Santiago cannot speak truthfully to the LAB about the employment activities and possible violations of former Provost Wanat?**

What Kind of “Back-Up” Did the University of Wisconsin Promise Wanat When It Hired Him?

The “secret deal” given John Wanat in June 2006 is very different from the actual “back-up” promises made to him by the University of Wisconsin when he was hired in 2000. Wanat’s first offer of employment was issued by Chancellor Nancy Zimpher in February 21, 2000. The terms and conditions of Wanat’s “back-up” offer from the University of Wisconsin were clearly spelled out in this document (which for some reason hasn’t been destroyed by the UWM and UW System administrations!).

- Wanat was promised a **one-year appointment** from July 1, 2000 to June 30, 2001 as UWM Provost at a salary at \$170,900.
- Wanat was informed that if his administrative appointment was not renewed or was terminated that he would receive a **faculty “back-up” as a professor in the Political Science department**.
- Wanat was specifically informed that the **salary for his “back-up” faculty position**, in accordance with written UW personnel policies, **could as low as the average salary for full professors in the Political Science department**. He was further informed that his “back-up” salary could not be higher than 82% of his Provost salary unless he received prior authorization from the President of the UW System.
- Wanat was given advice on how his **family members could obtain in-state tuition rates** at the University of Wisconsin.

In light of Wanat’s current salary and job “responsibilities,” it is also instructive to note what was **not** in Wanat’s UW “back-up” offer. **Wanat was not promised time off** before he would have to begin teaching to earn his faculty “back-up” salary. **Wanat’s wife was not promised a job** at UWM.

In 2002, however, shortly after UW President Katharine Lyall denied Wanat's request for a \$20,000 raise, UWM officials began claiming that "as a part of the terms and conditions of his appointment as Provost with a backup position as a tenured faculty member, UWM agreed to provide employment to John Wanat's spouse, Susan ..." Mr. Wanat's associate provost approved a "waiver" from written personnel policies to allow the hiring of Mrs. Wanat without following prescribed search and screen procedures or advertising the position. (Mekus to Andrews, September 17, 2002). Under a highly questionable arrangement worked out by the UW and UWM attorneys, **Mrs. Wanat was offered a part-time job paying \$40,000 a year, to be paid by UWM to do legal work for UW System, but not for UWM.** Mrs. Wanat continued in this position until September 30, 2005, nine months after John Wanat resigned as provost. (Mrs. Wanat's part-time salaries from the University of Wisconsin totaled \$109,144.)

Why It Matters: Wanat's Job Performance and the Legislative Audit

We believe the missing records and cover-up surrounding Wanat's UW employment benefits, the questionable employment of his wife, and the secret deal signed in June 2005 guaranteeing Wanat a \$187,416 annual salary without work responsibilities and requiring Chancellor Santiago to provide only "positive" information about Wanat's UW work record require close scrutiny, particularly given Wanat's reported job performance as provost.

1. At the time when Wanat began his position as provost in July 2000, UWM had a complaint process in place allowing faculty and staff to report deans for discrimination and sexual harassment and requiring the provost to investigate such complaints and to report his findings. In late 2002 after concerns regarding dean misconduct had been raised about at least three of the UWM deans, Wanat's staff engineered "emergency" changes in UWM personnel policies so that faculty and staff could no longer bring complaints of misconduct to the provost. **The UWM discriminatory conduct policy (S-47) was illegally gutted so that the provost no longer was required to investigate or report on alleged discrimination and sexual harassment by deans.** (See pages 71-75 of the Final Report of the UWM Task Force on Race and Ethnicity)
2. **Wanat refused to act on complaints against deans, which had already been brought to him before his office effected the gutting of S-47,** including complaints related to fiscal corruption, exorbitant spending, misuse of state funds, and age, race and sex discrimination.
3. Wanat's office introduced "**emergency**" **measures to reduce accountability and punishments for misconduct by UWM administrators.** The S-47 misconduct policy was stripped of provisions that allowed faculty, staff and students to file complaints against administrators and faculty whom they observed discriminating against others. Under the revised policy, **only victims – and not witnesses to discrimination – could file complaints.**
4. Wanat's office also took steps to **remove sanctions and required disciplinary action against administrators involved in misconduct or in retaliation** against those who reported misconduct. University of Wisconsin Regent Policy #88-12 requires that campus policies include sanctions and other punishments to be used for administrators who violate UW discriminatory conduct policies, but the gutted S-47 does not meet these requirements.
5. The "emergency" changes in UWM's discriminatory conduct policy were sought by Wanat's office almost immediately after the Task Force on the Status of Women (appointed by the Chancellor) informed the administration that **over 350 UWM faculty, academic staff, and classified staff reported that they had experienced discrimination or sexual harassment.** As provost, Wanat supervised the office required to investigate this misconduct and in 2001-02 (the only year for which statistics were reported) **his office investigated only 6 complaints** at UWM.

During Wanat's tenure as provost (and Kevin Reilly's tenure as UW Extension Chancellor), the School of Continuing Education was criticized as a UW-Extension/UWM unit where personnel policies were routinely violated to promote and financially reward persons in favor with a handful of UWM administrators. Among the violations and questionable fiscal practices in this school were the following:

1. **The Provost's Office allowed the creation of excessive administration and job titles with back-ups in SCE invented to allow for promotions and salary increases without following written personnel policies. In this school cronyism appears widespread where staff members are allowed to give each other \$15,000 – \$30,000 salary increases.** *Wanat's office allowed the creation of a so-called "senior management team" where a group of 11 faculty and academic staff administer a workforce estimated at 121 employees (counting themselves) at salary costs approaching those of Governor Doyle's entire cabinet and exceeding the annual salaries of most teaching faculty at UWM. An estimated 51% of state GPR funds appropriated to this school are used for salaries for administrators and overhead! (See attached memorandum requested by Wanat, but not acted upon.) Wanat's office allowed this school to employ three deans – to supervise five faculty!*

Three years ago complaints were registered with Provost Wanat regarding excessive administrative costs designed to hand out \$10,000 to \$30,000 salary increases as part of a corrupt patronage system and cronyism in the UW Extension unit at UWM. It appeared that "off the books" management titles were made up to hand out thousands of dollars to faculty and staff in favor. In our judgment, these practices have worsened.

2. We believe that Kevin Reilly (as Chancellor of UW Extension) and Wanat have allowed UWM/UW-Extension to be the place for patronage, cronyism and corrupt fiscal practices. The Provost's Office has allowed this unit to **deviate from established, written personnel policies and procedures to give out jobs to friends of those in power**, according to hiring records signed by the Provost's Office. *For example, the Provost's Office approved the hire of Sammis White, friend of interim chancellor Bob Greenstreet, first as director of the Center for Workforce Development, where no other candidates were allowed to apply for the position in open violation of UWM written personnel policies. Then White was given an even higher-paying position, associate dean, through use of a 2-week "search" and through use of a search committee limited to White's colleagues.*
3. Some hires authorized by the Provost's Office have even involved the use of **false job advertisements and salary listings** posted in the *Milwaukee Journal Sentinel* and in African American newspapers.
4. In other cases, **high-level UW executive titles are misused** for outreach staff who supervise two to three full-time staff, and **academic staff are guaranteed UW "back-up" positions as part of their internal promotions**. Apparently oblivious to state budget concerns (and written personnel policies), SCE faculty are now advancing **plans to convert current academic staff on fixed term contracts and their friends into tenure-track faculty**, and without following required job postings and written recruitment procedures.

It is possible that there are legitimate explanations for the actions cited above as violations and that the Provost's Office can explain the deviations from written UWM policies. It is also possible that these types of violations are prevalent throughout the UWM schools and at other campuses as well. At minimum, these actions raise serious concerns, which we believe need to be audited by the Legislature. They also call into question the secret settlement agreement signed with Mr. Wanat in June 2005 which

requires Chancellor Santiago to provide only “a positive written or verbal reference” for Mr. Wanat and which legally binds the Chancellor to “refrain from making derogatory comments about Dr. Wanat to anyone.”

What Can We Learn from This?

When state legislators obtain the documents that have been removed from UW President Reilly’s Office, from Chancellor Santiago’s office, and from John Wanat’s official personnel file, these public records may shed some light on the reasons for the cover-up. Hopefully, all UW administrators and attorneys involved in violations of the state open records law and destruction of public records will be disciplined.

As we have seen with private businesses, when high-level executives consider themselves above the law, bad things happen. It is not enough for UW officials to claim that the University of Wisconsin has outstanding faculty, staff and students. It is out of respect for those committed faculty, staff and students – and for the Wisconsin taxpayers – that we believe measures are required to discipline those who violate the public trust and misuse the public dollar. We believe that it is necessary to reinstate and enforce provisions for visible punishments for administrators who violate written state policies and misuse state funds.

Thank you for your consideration of these concerns.

Sincerely,



John Pawasarat, Director
Employment and Training Institute
University of Wisconsin-Milwaukee



Lois M. Quinn, Sr. Scientist
Employment and Training Institute
University of Wisconsin-Milwaukee

Cc: Senator Sheila Harsdorf, Chairperson
Senate Committee on Higher Education and Tourism

Representative Rob Kreibich, Chairperson
Assembly Committee on Colleges and Universities

Enclosures:

Memo re fiscal concerns in the UWM School of Continuing Education, Feb. 2003.
Wanat’s “Secret Deal” with the University of Wisconsin, June 3, 2005.

Feb. 28, 2003

Dear Faculty Senate Subcommittee on the Evaluation of Administrators:

At the recommendation of Provost John Wanat, I am submitting a summary of my concerns regarding certain budget and salary matters for the School of Continuing Education. I believe that the budgets and salaries for the UWM School of Continuing Education raise issues of serious concern to taxpayers, the university, and the public at large, regarding current spending patterns and management practices in the School. Please note that the salaries and budgets described in this paper are very rough estimates, based on the University of Wisconsin System Red Books and UWM faculty/staff directories. The salaries may not be current, may have been listed for previous holders of positions, or may have been adjusted or supplemented since the documents were published. Current salary data by school and position are available from UW System computerized personnel and payroll records.

1. The UWM School of Continuing Education has established a "senior management" with salary costs that rival those of Governor James Doyle's cabinet, which is responsible for supervising state government. Doyle's cabinet has 12 persons, with salaries totaling \$1,234,202. The SCE senior management has 11 persons, with budgeted salaries totaling \$1,042,345.

<u>Governor Doyle's Cabinet</u>	<u>Annual Salary</u>	<u>UWM SCE Senior Management</u>	<u>Annual Salary</u>
Administration	\$122,000	Dean	\$149,063
Agriculture	100,800	Associate Dean	128,684
Commerce	101,899	Assistant Dean	101,509
Corrections	107,664	Unit Leader	93,573
Employment Relations	90,000	Unit Leader	73,856
Health and Family Services	106,400	Unit Leader	62,742
Public Service Commission, chair	94,002	Faculty Chair	99,109
Revenue	100,291	Conference Center Services Director	72,687
Tourism	94,000	Development Director	69,870
Transportation	102,000	Marketing Director	76,602
Workforce Development	107,146	Workforce Development Center Director	114,650
Natural Resources	108,000		
TOTAL	\$1,234,202	TOTAL	\$1,042,345

2. The senior management of SCE supervises an estimated 121 employees (counting themselves), including 8 faculty, 74 academic staff, and 33 classified staff. The senior management has taken on a life of its own in overseeing SCE activities, recently addressing the issue of how SCE could reduce its costs to meet state budget constraints. Not addressed were the high salaries and costs of this 11-person management structure – with budgeted salaries exceeding \$1 million in 2002-2003. In addition to three dean positions, the school has three unit leaders who receive \$20,000-25,000 additions to their 12-month salaries for their supervisory work. Academic staff responsible for conference services, marketing and fund-raising have also been elevated to managerial oversight activities.
3. The University of Wisconsin System Red Book indicates the funding source for each budgeted position. Expenditures in the School of Continuing Education reflect a complex mixture of state support (GPR 101 and 104 dollars), income from grants and contracts, adult student fees for continuing education courses, deficit spending, and other sources. The Red Book identifies those positions whose support has been guaranteed by state dollars. In 2002-2003 an estimated 51 percent of state GPR funds for SCE are allocated to salaries for administration and overhead (not including the salary bonuses given to unit leaders for administrative responsibilities).

4. One reason administrative costs are so high in the School of Continuing Education is the presence of 3 (2.82 FTE) appointed deans (a dean, associate dean, and assistant dean) for a school with only 8 faculty (the dean, 2 professors, 2 associate professors, and 3 assistant professors). The School of Continuing Education has the lowest number of faculty per deans' appointments among the UWM schools, with less than 3 faculty for each dean/associate dean/assistant dean. By contrast, the College of Letters and Science has about 60 faculty for every dean/associate dean/assistant dean FTE.

Estimated Annual Salaries of UWM Dean Appointments*

<u>School</u>	<u>Dean</u>	<u>Associate Deans (Avg.)</u>	<u>Assistant Deans (Avg.)</u>	<u>Total Faculty**</u>
Continuing Education, School of	\$149,063	\$128,684	\$101,509	8
Architecture and Urban Planning, School of	\$178,173	---	\$82,514	30
Arts, Peck School of the	\$136,500	\$99,539	\$89,913	69
Business Administration, School of	\$177,097	\$123,750	\$73,702	66
Education, School of	\$157,500	\$112,954		79
Engineering and Applied Science, College of	\$172,200	\$119,897	\$84,523	61
Health Sciences, School of	\$143,152	\$98,973	\$65,189	37
Information Studies, School of	\$140,148	---	\$68,142	14
Letters and Science, College of	\$157,194	\$105,879	\$103,084	363
Nursing, School of	\$157,200	\$99,846	\$66,601	30
Social Welfare, Helen Bader School of	\$128,493	\$102,700	---	26

*Estimated average annual salaries are estimated by comparing the 2002-2003 UWM faculty/staff directory with salaries listed in the UW System 2002-2003 Red Book and do not include changes made since these documents were prepared. Average annual salaries shown do not reflect percent time serving as an associate or assistant dean.

**Faculty totals are as of February 7, 2003.

5. Another reason for high administrative costs in the School of Continuing Education is the presence of a full marketing staff, duplicating staff on campus. As recently as September 2002, SCE was still hiring staff in marketing in spite of expressed concerns by legislators and UW System that marketing costs be contained. The SCE marketing directory currently lists ten staff, including a director, 2 marketing specialists, 2 artists, 2 media staff (1.5 FTE), and classified staff.
6. Although few faculty in SCE teach UWM credit courses each semester, faculty in SCE appear to show higher average salaries at the assistant professor, associate professor, and professor categories than other UWM schools and colleges, except for the School of Business Administration. The SCE faculty are listed as teaching two 3-credit courses in the Spring 2003 UWM catalog.

Estimated Average Annual Salaries of UWM Faculty by School*

<u>School</u>	<u>Professors</u>	<u>Associate Professors</u>	<u>Assistant Professors</u>
Continuing Education, School of	\$104,136	\$98,080	\$76,170
Architecture and Urban Planning, School of	\$75,412	\$54,760	\$49,834
Arts, Peck School of the	\$74,662	\$58,211	\$48,607
Business Administration, School of	\$124,358	\$99,157	\$94,124
Education, School of	\$79,255	\$60,690	\$48,933
Engineering and Applied Science, College of	\$103,858	\$74,804	\$65,061
Health Sciences, School of	\$70,550	\$64,607	\$52,229
Information Studies, School of	\$71,552	\$63,398	\$48,353
Letters and Science, College of	\$88,687	\$62,016	\$52,546
Nursing, School of	\$84,187	\$70,690	\$54,094
Social Welfare, Helen Bader School of	\$79,835	\$63,239	\$54,813

*Estimated average annual salaries for faculty are based on a match between the faculty listed in the UWM 2002-2003 faculty/staff telephone directory and budgeted salaries listed in the UW System Red Book for 2002-2003. Retired faculty and vacant positions are not included and in some cases assistant professor salaries are estimated based on budget lines. The salaries of faculty serving in limited term appointments are not included in this analysis. Actual salaries paid are available from computerized personnel and payroll files.

7. Most of the financial resources in the school are invested in persons who do not teach credit courses or conduct research. SCE has 8 academic staff employed as "faculty associates," a Category B title designated for persons providing instruction (more than one formal lecture or laboratory course), training of graduate assistants, or programming in adult education. These SCE staff (at the assistant, associate or untitled **faculty associate** level) often receive higher salaries than the averages for campus faculty (at the assistant, associate, and untitled **professor** levels). According to the Spring 2003 continuing education catalog, these 8 staff were scheduled to teach a total of 140 hours of continuing education classes and none were teaching UWM credit courses.

Estimated Salaries and Teaching Load of Category B "Faculty Associates" in the School of Continuing Education

	<u>Annual Salaries*</u>	<u>Total Scheduled Courses in Spring 2003**</u>
Faculty Associates	\$99,388 (.75 FTE)	20 days (140 hours)
	\$93,573	---
	\$78,400	---
	\$57,300	---
Associate Faculty Associates	\$73,422	1 online course (12 hours)
	\$73,343	---
	\$69,360	---
Assistant Faculty Associates	\$52,727	---

*Annual salaries are from the UW System Red Book for 2002-2003. (One faculty associate is also a "unit leader," listed on the senior management team above.)

**Courses include only those listed in the UWM course catalog for Spring 2003 and the Spring 2003 SCE continuing education catalog. They do not include contract training sessions.

8. In all, according to the 2002-2003 Red Book salaries, 30 percent of academic staff in the School of Continuing Education are paid over \$60,000 per year and 53 percent are paid over \$50,000 per year.
9. Five-year salary increases awarded to persons in SCE senior management raise concerns about the high expenditures in the School of Continuing Education. Two employees had five-year salary increases exceeding 80 percent.

Estimated 5-Year Salary Increases, 1997-98 to 2002-03

<u>SCE Senior Management</u>	<u>1997-98 Salary*</u>	<u>2002-2003 Salary*</u>	<u>5-Year Increase</u>
Susan Kelly, Dean	---	\$149,063	---
Darrell Radson, Associate Dean	\$69,539	\$128,684	\$59,145 (85%)
Kathryn Clark, Assistant Dean	\$78,769	\$101,509	\$22,740 (29%)
Nancy Mathews, Unit Leader	\$55,171	\$93,573	\$38,402 (70%)
Chungja Kim, Unit Leader	\$39,569	\$73,856	\$34,287 (87%)
Kim Beck, Unit Leader	\$43,114	\$62,742	\$19,628 (46%)
James Brown, Faculty Chair	\$77,729	\$99,109	\$21,380 (28%)
Gerald Becker, Conference Center Services Director	\$49,441	\$72,687	\$23,246 (47%)
Mary Mulroy, Development Director	\$51,462	\$69,870	\$18,408 (36%)
Dana LaFontsee, Marketing Director	---	\$76,602	---
Linda Stewart, Workforce Development Center Director	---	\$114,650	---

*Salaries are from the UW System Red Book.

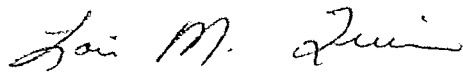
10. Faculty salary increases also appear to be out of line with salaries paid campus faculty. One associate professor showed a 47 percent budgeted increase over the five-year period.

SCE Faculty 5-Year Salary Increases, 1997-98 to 2002-03

SCE Faculty	1997-98 Salary*	2002-2003 Salary*	5-Year Increase
Daniel Folkman, Associate Professor	\$65,850	\$ 97,050	\$31,200 (47%)
James Brown, Professor	\$77,729	\$ 99,109	\$21,380 (28%)
Christine Dunning, Professor	\$77,441	\$100,268	\$22,827 (29%)
Mark Krueger, Professor	\$88,123	\$108,005	\$19,882 (23%)
Mordecai Lee, Associate Professor	\$59,075	\$ 74,748	\$15,673 (27%)
William Vocke, Assistant Professor	---	\$ 83,716	---
Kalyani Rai, Assistant Professor	---	\$ 70,048	---

*Budgeted salaries are from the UW System Red Book.

11. Even though the salaries in the School of Continuing Education exceed those of most other UWM schools, many of the programs offered by SCE focus on vocational training for semi-skilled workers and duplicate technical college certificate programs not requiring a four-year college education and in some cases not requiring high school completion. SCE vocational programs include training for animal care assistants, child care workers, youth care workers, social service welfare aides, transit workers, pregnant teens/foster children, theft and underage drinking offenders, U.S. postal workers, court clerks, state office administrators, and computer users (Microsoft Office training, using the Internet, making web pages).
12. The School of Continuing Education continues to add staff in these vocational areas in spite of the state budget crisis. In January 2003, three new academic staff were added: an adjunct instructor for child care workers and two outreach specialists in the Center for Transportation Education and Development. These staff are now seeking county and state funds for their SCE work.
13. The School of Continuing Education is currently advertising for a position for a part-time veterinarian. This person will be employed by UWM to teach modules over the Internet on care of animals, for a "Certificate in Companion Animal Care" program purchased from the Auckland (New Zealand) University of Technology.



Lois Quinn, Research Scientist
 Employment and Training Institute
 School of Continuing Education
 University of Wisconsin-Milwaukee
 February 28, 2003

AGREEMENT

THIS AGREEMENT (this "Agreement") is made by and between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee ("UWM") and John Wanat ("Dr. Wanat").

RECITALS

- A. Dr. Wanat has served UWM as the Provost and Vice Chancellor for Academic Affairs ("Provost"). While appointed Provost, Dr. Wanat held a "back-up" position at UWM as a tenured faculty member in the College of Letters and Science.
- B. UWM desires to acknowledge Dr. Wanat's service to UWM.
- C. The parties desire to resolve any issues relating directly or indirectly to Dr. Wanat's employment and resignation as Provost and his transition into his faculty position in accordance with the terms and conditions of this Agreement.

THEREFORE, in consideration of the mutual covenants and conditions of this Agreement, the parties hereby agree as follows:

1. **Dr. Wanat's Continuing Employment in a Faculty Position.** Dr. Wanat acknowledges and affirms that he resigned from his position as Provost effective January 14, 2005. Effective immediately, Dr. Wanat agrees to assume a faculty position entitled Full Professor of Political Science pursuant to following terms and conditions:
 - a. **Status and Duties.**
 - (1) From January 15, 2005, until the first day of the Spring Semester 2006, Dr. Wanat shall be placed on paid administrative leave. During the administrative leave period, Dr. Wanat will prepare to resume his research activities. Also during the administrative leave period, Dr. Wanat will not accrue paid leave of any type; nor will Dr. Wanat be expected to use accrued paid leave for sick time or time away from the campus.
 - (2) On the first day of the Spring Semester 2006, Dr. Wanat will assume research duties, but not teaching duties, at UWM. Dr. Wanat will report directly to the Dean of the College of Letters and Science. Dr. Wanat will perform research duties through June 30, 2006.
 - (3) Effective the end of the day on June 30, 2006, Dr. Wanat will resign from his position as a tenured faculty member at UWM. In consideration for the flexibility offered to Dr. Wanat during the administrative leave period and faculty appointment, upon resignation from his position as a tenured faculty member, Dr. Wanat will forfeit any right to vacation accrued to that date.

- (4) For the period from July 1, 2006, to December 31, 2006, Dr. Wanat will be placed on a non-faculty project appointment as a Researcher. Dr. Wanat will be expected to complete his own research and will report directly to the Dean of the College of Letters and Science.
- (5) During Spring Semester of 2006 and from July 1 to December 31, 2006, Dr. Wanat's work schedule will remain flexible so that, although he is expected to work full-time during this period, he may accomplish that work at the times and on the days that it is most efficient and convenient for him to do so.
- (6) Effective December 31, 2006, Dr. Wanat will resign from all university service.
- (7) At all times during his employment at UWM, except as modified by this agreement, Dr. Wanat will be subject to UWM policies and procedures applicable to faculty. Also, at all times, Dr. Wanat will cooperate as requested on any matter for which Dr. Wanat's knowledge of events occurring during his tenure as Provost is required.

b. Compensation.

- (1) Following the execution of this Agreement until June 30, 2006, Dr. Wanat will continue to receive his current annual salary of \$187,416.00, less ordinary tax withholding and all required deductions.
- (2) From July 1, 2006, to December 31, 2006, Dr. Wanat will receive a salary of \$22,183.50 for the six-month period.

c. UWM Facilities. The parties acknowledge that Dr. Wanat has already been assigned and has relocated to Room 499 in the School of Architecture and Urban Planning ("SARUP"). Dr. Wanat will remain located in Room 499 in SARUP until December 31, 2006.

d. UWM Resources. Through the end of his employment with UWM, Dr. Wanat may continue to utilize the following resources from the Provost's office: modest secretarial services; office supplies; postage; photocopying and facsimile services; and local and long distance telephone services, excluding international calls. Dr. Wanat may retain possession of and use the UWM computer and software currently in his possession, and the UWM Information and Media Technologies Department will provide him with support services customarily provided to employees of the Provost's office. UWM will also pay for Dr. Wanat's subscription to *The Chronicles of Higher Education* until the first day of the 2006 Fall Semester.

e. Positive Reference. The Chancellor agrees that, if asked to provide a reference for Dr. Wanat, he will provide a positive written or verbal reference.

- f. **Email Account.** Following his resignation from the UWM, for as long as Dr. Wanat remains affiliated with UWM or engaged in UWM activities and does not become employed at another university, Dr. Wanat may continue to use his current UWM email account.
 - g. **Separation from UWM.** If Dr. Wanat secures any employment elsewhere, or if Dr. Wanat chooses to resign or retire before January 1, 2007, is terminated or his employment relationship with UWM is otherwise severed for any reason, this Agreement will remain in effect; provided, however, that (1) UWM will be responsible for providing facilities and resources to Dr. Wanat as described in subsections c and d above only up to the date of such alternative employment or separation from UWM; and (2) UWM will be responsible for paying Dr. Wanat only for the pro-rated portion of his compensation, described in subsection b above, up to the date of such alternative employment or separation from UWM. Upon separation from UWM, any and all university records, keys, documents, computer equipment, or any other property belonging to UWM in Dr. Wanat's possession or under his control shall immediately be returned to UWM. Dr. Wanat agrees that he will continue to cooperate with UWM on any matter involving threatened or actual litigation, by any third party, related to circumstances occurring during Dr. Wanat's service as Provost at UWM.
2. **Release of UWM.** In consideration of the action to be taken by UWM and Dr. Wanat in accordance with paragraph 1 above and the other covenants of this Agreement, Dr. Wanat and UWM hereby fully and forever release, acquit, and discharge each other from any and all liability, accrued or unaccrued, known or unknown, asserted or unasserted, on account of any and all debts, claims, suits, demands, causes of action, or controversies of any nature for all injuries, losses, and damages (including, but not limited to, punitive damages) arising out of Dr. Wanat's employment relationship with UWM, whether at law or in equity, contract or tort, or whether judicial or administrative in nature, that either party has or may have through the date this Agreement is executed. The release in this section includes, but is not limited to:
- a. Any and all liability of UWM based on rights or claims arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Rehabilitation Act of 1973, the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, the Labor Management Relations Act, the Federal Family and Medical Leave Act, the Wisconsin Fair Employment Act, the Wisconsin Family and Medical Leave Act, and any other federal, state, or local laws, regulations, and ordinances of any kind; and
 - b. Any and all liability of UWM arising under any common law claims of wrongful discharge, breach of any express or implied contract, misrepresentation, defamation, interference with contract, intentional or negligent infliction of emotional distress and/or any other tort or common law cause of action.

For purposes of this Agreement in general and this section in particular, it is understood and agreed that "UWM" includes the Board of Regents of the University of Wisconsin System, the University of Wisconsin System, and the University of Wisconsin-Milwaukee, and any and all of their respective divisions, and any and all current and former board members, administrators, officers, directors, employees, representatives, agents, attorneys, successors, heirs, assigns, and all other participants in their stated activities.

This release shall not include a release of any responsibility UWM may have to Dr. Wanat under Wisconsin Statute Section 895.46, for actions against Dr. Wanat in his official capacity.

3. **Covenant Not to Sue on Released Claims.** In further consideration of the action to be taken by UWM and Dr. Wanat in accordance this Agreement, UWM and Dr. Wanat agree and promise not to commence or continue any legal, administrative, or other proceedings of any nature against the other based on any debts, claims, demands, causes of action, or controversies released in this Agreement; provided, however, to the extent as mandated by the Older Workers Benefit Protection Act, as amended, Dr. Wanat retains the right to seek a judicial determination as the validity of his waiver and release of any claims under the Age Discrimination in Employment Act. If any agency, commission or court assumes jurisdiction of any complaint or charge on behalf of Dr. Wanat that he released in this Agreement, he will request that agency, commission or court dismiss such proceeding.
4. **Confidentiality.** In further consideration of the actions to be taken by UWM and Dr. Wanat in accordance with paragraph 1 above and the other covenants of this Agreement, Dr. Wanat and UWM each agree and promise not to disclose the contents of this Agreement and to keep the same strictly confidential except as follows:
 - a. Dr. Wanat may disclose the contents of this Agreement to members of his immediate family, to his legal advisor, to his tax preparer, or under such circumstances as may be required by law. Should Dr. Wanat choose to divulge the terms and conditions of this Agreement to his immediate family, legal advisor or tax preparer, he will direct such persons to keep the same confidential.
 - b. UWM may disclose the contents of this Agreement to its employees or representatives to the extent necessary to fulfill its obligations under the Agreement; to any state or federal governmental agency performing a legally authorized function; or under such circumstances as may be required by law, including under Wisconsin's public records law.

Dr. Wanat and UWM each acknowledge that they understand the importance of the foregoing confidentiality requirements and further acknowledge that each could be sued for damages based on a failure or refusal to abide by the same and keep the contents of this Agreement strictly confidential in accordance with such requirements.

5. **Denial of Liability.** It is understood that, in entering into this Agreement and performing its obligations hereunder, neither Dr. Wanat nor UWM admit any liability to the other of any nature or for any reason or the violation of any law or regulation, any such liability or violation being hereby expressly denied, and that UWM and Dr. Wanat are entering into this Agreement solely to resolve any issues relating to Dr. Wanat's employment with UWM up to and including the date of this Agreement in a mutually satisfactory manner.
6. **Older Workers Benefit Protection Act.** This Agreement is governed by the Older Workers Benefit Protection Act. Under that Act, Dr. Wanat has up to 21 days after being given this Agreement during which he may consider whether or not to sign it. Further, in compliance with that Act, Dr. Wanat has seven calendar days following his signing of this Agreement during which he may revoke this Agreement, by giving written notice of his decision to revoke the Agreement to:

Director
UWM Office of Legal Affairs
P.O. Box 413
Milwaukee, Wisconsin 53201-0413

Therefore, the "Effective Date of this Agreement" is hereby defined as the eighth day after the date both parties have signed the Agreement, and this Agreement will not be effective or enforceable until the Effective Date of this Agreement. It is understood and agreed, however, that the release in paragraph 2 does not apply to any rights or claims that may arise after the dates the Agreement is signed. It is further understood and agreed that, if Dr. Wanat revokes this Agreement during the seven-day period referred to above, UWM will not have any obligation to him under this Agreement.

7. **Non-Disparagement.** In addition to the confidentiality provision in paragraph 4 above, Dr. Wanat agrees to refrain from making disparaging comments about UWM, the Chancellor, or administrative leadership of UWM to anyone, including, but not limited to, students and other UWM employees. Similarly, UWM agrees that Chancellor Santiago will refrain from making derogatory comments about Dr. Wanat to anyone. This provision in no way limits either party's rights to academic freedom or free speech, or the parties' ability to discuss research.
8. **Advice to Consult Legal Counsel.** Since this Agreement includes a waiver of Dr. Wanat's rights to pursue all claims against UWM, including claims under the Age Discrimination in Employment Act and the other statutes referred to in paragraph 2 above, and includes a release of any and all liability of UWM to Dr. Wanat based on all the statutes and claims referred to in paragraph 2 above, Dr. Wanat is hereby advised to consult an attorney before signing this Agreement, and, by signing the Agreement, acknowledges that he has had full opportunity to do so.

9. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, the offending provision will be deemed amended to the extent necessary to conform to applicable law, but, if it cannot be so amended without materially altering the parties' mutual intent to facilitate the final settlement of the claims released in paragraph 2 above, then this Agreement will be null and void. If this Agreement becomes null and void, neither UWM nor Dr. Wanat will have any obligation to each other under this Agreement.
10. **Parties Benefited and Bound; Real Party in Interest.** This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, representatives, successors, beneficiaries, and assigns. Dr. Wanat represents and warrants that he is the real party in interest with respect to all claims released in this Agreement and that he has not assigned to any other person or entity any claim that may be asserted against UWM.
11. **Headings.** The headings in this Agreement are for convenience of reference only and do not limit the interpretation of any provision of this Agreement.
12. **Entire Agreement.** This Agreement constitutes the entire agreement for the settlement of the matters mentioned herein and supersedes all prior correspondence, discussions, and understandings for the settlement of such matters. This Agreement may not be modified or supplemented except by a subsequent written agreement signed by the party against whom enforcement is sought.
13. **Acknowledgment.** In signing this Agreement, Dr. Wanat acknowledges and agrees:
- a. That he has been given up to 21 days to read this Agreement, to discuss its terms and conditions with his attorney or any other advisers of his choice, and to consider whether or not to sign the Agreement;
 - b. That he has read this Agreement and fully understands the terms and conditions hereof, which are contractual and not mere recitals;
 - c. That he has not relied on any statement or representation made by or on behalf of UWM other than as set forth herein, but wholly upon his own judgment and the advice of his own attorney and any other advisers of his choice; and
 - d. That he is voluntarily signing this Agreement with full knowledge as to its meaning and consequences for the purpose of making a full and final compromise, adjustment, and settlement of all the matters mentioned above.

IN WITNESS WHEREOF, the parties have executed duplicate originals of this Agreement, which shall be effective as of the Effective Date as defined in paragraph 6.

[SIGNATURES TO FOLLOW ON NEXT PAGE.]

June 2, 2005
Date

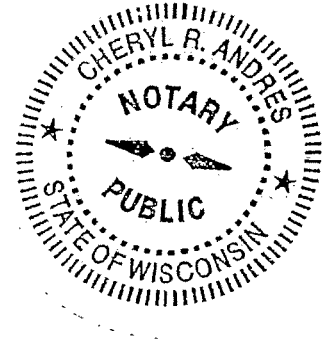
By John Wanat
John Wanat

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this, the 2 day of June, 2005, before me, the undersigned Notary Public, personally appeared John Wanat, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he voluntarily executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cheryl R. Andres
Notary Public, State of Wisconsin
My commission expires: 11/15/05



* * * * *

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

6/3/05
Date

By: Carlos Santiago
Carlos Santiago, Chancellor

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this, the 3 day of June, 2005, before me, the undersigned Notary Public, personally appeared Carlos Santiago, who acknowledged himself to be the Chancellor for UWM, and that he, in such capacity, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his name as representative for the Board of Regents for the University of Wisconsin System.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cheryl R. Andres
Notary Public, State of Wisconsin
My commission expires: 11/15/05

