

DATE OF TEST	# of Student-Athletes Tested	# of Positive Test Results	Comments
1/26/2004	7	1	First strike positives - Marijuana
1/27/2004	13	2	First strike positives - Marijuana
3/9/2004	18	1	First strike Positive and follow-up test positive- Marijuana
3/24/2004	1	1	Marijuana positive on follow-up test
3/30/2004	22	1	Marijuana positive on follow-up test
4/16/2004	1	0	Follow-up test
5/7/2004	1	0	Follow-up test
7/21/2004	1	0	Follow-up test
9/10/2004	1	0	Follow-up test
9/29/2004	19	0	Follow-up test
9/30/2004	1	0	Follow-up test
10/12/2004	20	0	Follow-up test
11/9/2004	3	0	Follow-up test
11/10/2004	21	2	First Strike and Second Strike Positive for Marijuana
12/6/2004	1	1	First Strike Positive for Cocaine - Probable Cause Test
1/10/2005	1	0	Follow-up test
1/12/2005	1	1	Marijuana positive on follow-up test
2/1/2005	19	2	First Strike Positives - 1 Marijuana, 1 Amphetamines
2/2/2005	1	0	Follow-up test
2/7/2005	1	0	Follow-up test
2/17/2005	1	0	Follow-up test
3/7/2005	20	0	Follow-up test
3/8/2005	1	0	Follow-up test
9/20/2005	19	0	Follow-up test
10/4/2005	20	0	Follow-up test
10/25/2005	20	0	Follow-up test
1/24/2006	20	0	Follow-up test
2/14/2006	20	0	Follow-up test
3/20/2006	2	0	Follow-up test
3/21/2006	18	0	Follow-up test
10/18/2006	9	0	Follow-up test
10/19/2006	1	0	Follow-up test
10/26/2006	3	0	Follow-up test

Handwritten notes:
 - 1st
 - 2nd
 - 3rd

Handwritten notes:
 2nd
 2nd

Handwritten notes:
 - 1st
 - 2nd

Handwritten notes:
 - 1st
 - 2nd

10/27/2006	3	0	
11/2/2006	3	0	First strike positive - Marijuana
11/3/2006	4	0	Marijuana positive on follow-up test
11/9/2006	3	0	
12/5/2006	3	0	
12/6/2006	3	0	
12/7/2006	4	0	
2/14/2007	8	1	
2/21/2007	4	0	
2/23/2007	5	1	
2/28/2007	4	0	
3/1/2007	1	1	Marijuana/Amphetamine positive Follow-up Test
2004	130	10	6 First Strike Positives, 1 Second Strike Positive
2005	104	3	2 First Strike Positives
2006	96	0	
2007	22	3	1 First Strike Positive
Total	352	15	9 First Strike Positives, 1 Second Strike Positives

Date: January 30, 2004

To: XXXXXXXXXXXXX
XXXXXXXXXXXXXX

From: Dennis R. Corbin
Assistant Athletic Director
Medical/Support Services

The purpose of this letter is to formally comply with the Procedures and Regulations Implementing Policy on Drug Education and Random Drug Testing at Western Michigan University. The action taken by the Athletic Board of Directors in December of 2002 mandates that the Athletic Director communicates in writing to the student athlete the results of any positive drug test result emanating from Western Michigan University's random drug testing program. The results of your sample collected on January 26, 2004 were positive for Marijuana Metabolites. This requirement can be found on page fifteen and sixteen in the 2003-2004 WMU Student –Athlete Handbook.

In accordance with the provisions found in the Procedures and Regulations Implementing Policy on Drug Education and Random Drug Testing, you have been suspended indefinitely from participation in intercollegiate athletics. This includes practice and competition, but does not impact financial aid or use of support services. Additionally, you will be subject to the following:

- The Assistant Athletic Director for Medical/Support Services will notify your Parents/Legal Guardians by phone of the positive drug test results.
- You will submit to a drug counseling risk assessment with the Student Athlete Assistance Consultant (SAAC)
- Comply with the SAAC's recommendations for education, intervention, or rehabilitation.
- Serve a suspension equivalent to 10% of the regularly scheduled competitions XXXXXX, to be served at the start of the 2004 XXXXXX season.
- Successful completion of sanctions put in place by Coach XXXXXXXX as this incident relates to violation of team rules.

Reinstatement to team activities will be at the discretion of the SAAC and may require a negative drug test result prior to reinstatement. You will be subject to unannounced follow-up drug testing as a condition for continued participation. Failure to comply with any portion of the previously stated requirements may result in additional sanctions that could include removal from the team and loss of financial aid. Procedures for appealing these findings or sanctions can be found on page eighteen of the 2003-2004 WMU Student –Athlete Handbook. In the event you would like to appeal, you should review the appeal procedure immediately. I have enclosed a copy of the appeal procedures for your convenience. If you have any questions contact me at 387-3088.

Sincerely,

Dennis R. Corbin
Assistant Athletic Director
Medical and Support Services

Date: November 16, 2004

To: XXXXXXXXXXXX
XXXXXXXXXXXX

From: Dennis R. Corbin
Assistant Athletic Director
Medical/Support Services

The purpose of this letter is to formally comply with the Procedures and Regulations Implementing Policy on Drug Education and Random Drug Testing at Western Michigan University. The action taken by the Athletic Board of Directors in December of 2002 mandates that the Athletic Director communicates in writing to the student athlete the results of any positive drug test result emanating from Western Michigan University's random drug testing program. The results of your sample collected on November 10, 2004 were positive for Marijuana Metabolites. This requirement can be found on page fifteen and sixteen in the 2004-2005 WMU Student –Athlete Handbook.

In accordance with the provisions found in the Procedures and Regulations Implementing Policy on Drug Education and Random Drug Testing, you have been suspended indefinitely from participation in intercollegiate athletics. This includes practice and competition, but does not impact financial aid or use of support services. Additionally, as this is your second strike positive drug test, you will be subject to the following:

- The Assistant Athletic Director for Medical/Support Services will notify your Parents/Legal Guardians by phone of the positive drug test results.
- You will submit to a drug counseling risk assessment with the Student Athlete Assistance Consultant (SAAC)
- Comply with the SAAC's recommendations for education, intervention, or rehabilitation.
- Serve a suspension equivalent to 50% of the regularly scheduled competitions (XXXXXX), to be served during the 2004 and 2005 XXXXXXXX seasons.
- Successful completion of sanctions put in place by XXXXXXXXXXXX as this incident relates to violation of team rules.

Reinstatement to team activities will be at the discretion of the SAAC and may require a negative drug test result prior to reinstatement. You will be subject to unannounced follow-up drug testing as a condition for continued participation. Failure to comply with any portion of the previously stated requirements may result in additional sanctions that could include removal from the team and loss of financial aid.

Procedures for appealing these findings or sanctions can be found on page eighteen of the 2004-2005 WMU Student –Athlete Handbook. In the event you would like to appeal, you should review the appeal procedure immediately. I have enclosed a copy of the appeal procedures for your convenience. If you have any questions contact me at 387-3088.

Sincerely,

Dennis R. Corbin
Assistant Athletic Director
Medical and Support Services



Service Agreement



This agreement (hereinafter called "Agreement") is made this 1st day of October 2003 (the "Effective Date"), by and between The National Center for Drug Free Sport ("DRUG FREE SPORT") and Western Michigan Athletic Department ("CLIENT"). This Agreement shall commence on the Effective Date and terminate on the first anniversary of the Effective Date, provided, however, this Agreement may be extended for additional one-year terms upon the written consent of each party hereto. Notwithstanding anything herein to the contrary, this Agreement (including any extension thereof) may be revised, altered or modified by either party upon the written consent of DRUG FREE SPORT and CLIENT. In consideration of the mutual promises hereinafter contained, the sufficiency of which is evidenced by the parties' signatures hereto, the parties agree as follows:

Scope of Services:

DRUG FREE SPORT shall provide the CLIENT with substance abuse and drug testing policy recommendations.

DRUG FREE SPORT shall utilize Substance Abuse and Mental Health Services Administration (SAMHSA) and/or International Olympic Committee (IOC) approved laboratory analysis of collected specimens, to include supplies, shipping and reporting of testing results to CLIENT's appointed individual, as set forth in the attached Description of Services.

DRUG FREE SPORT shall provide CLIENT with collection services, as set forth on the attached Description of Services.

Terms:

DRUG FREE SPORT shall utilize SAMHSA and/or IOC approved laboratory analysis of collected specimens, including supplies, shipping and reporting of testing results to CLIENT's appointed individual. DRUG FREE SPORT will provide CLIENT with laboratory results as set forth on the attached Description of Services.

DRUG FREE SPORT shall provide on-site collection services by contracting with a certified sports drug-testing collector for such. CLIENT must provide collection date(s) to DRUG FREE SPORT 10-14 days prior to collection date to adequately facilitate scheduling of collectors.

Compensation:

DRUG FREE SPORT's fee for specimen collection and laboratory specimen analysis, including supplies, shipping and reporting of results are defined on the attached Description of Services. DRUG FREE SPORT will submit an invoice for drug-testing services to the CLIENT.

CLIENT agrees to pay DRUG FREE SPORT in full 30 days after receipt of any invoice.

Invoices not paid on a timely basis shall be charged late payment of 1.5% per month.

Miscellaneous:

Force Majeure: Any delay or failure by either party hereto in the performance of this Agreement will be excused only to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such party. If any force majeure condition occurs, the party whose performance fails or is substantially delayed

because of such force majeure condition, shall give immediate notice to the other party and the protection of this paragraph shall begin only upon receipt of such notice.

Cooperation: CLIENT shall instruct its employees and agents to cooperate fully with DRUG FREE SPORT and to make available all necessary information for DRUG FREE SPORT to perform its services hereunder.

Confidential Information: DRUG FREE SPORT shall not divulge, use, or permit the use of any confidential information concerning the affairs of CLIENT that is gathered during the performance of its services, nor shall it provide its reports to anyone except the person designated by CLIENT to receive the same.

Confidentiality: In consideration of CLIENT engaging DRUG FREE SPORT pursuant to the terms of this Agreement and in recognition of the fact that DRUG FREE SPORT will be in a position, as a result of such engagement, in which it may gain confidential information about CLIENT, DRUG FREE SPORT covenants not to reveal any confidential information of CLIENT to any third party. DRUG FREE SPORT shall exercise reasonable care in safeguarding CLIENT's confidential information and DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to any of its employees or agents, other than those who have a legitimate need to know. Furthermore, DRUG FREE SPORT shall not copy, reproduce, divulge, publish or circulate CLIENT's confidential information to the National Collegiate Athletic Association (NCAA). In consideration of DRUG FREE SPORT performing the services provided in this Agreement, CLIENT covenants not to reveal any confidential information of DRUG FREE SPORT (including, without limitation, any account information, client information, pricing information, services and/or service documentation, or process information) to any third party without the express written consent of DRUG FREE SPORT, which shall not be unreasonably withheld.

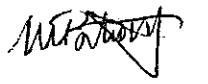
Independent Contractor Status: DRUG FREE SPORT, its employees and DRUG FREE SPORT's independent contractors shall be in the relation of independent contractor with CLIENT, and nothing herein shall be construed as designating DRUG FREE SPORT, its employees, or independent contractors as agents, partners, representatives, or employees of CLIENT for any purpose.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between DRUG FREE SPORT and CLIENT relating to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto are hereby authorized to execute this Agreement and have executed this Agreement as of the day and year written above.

CLIENT:
WESTERN MICHIGAN UNIVERSITY

By: _____



Associate A.D.

Name and Title

DRUG FREE SPORT:
THE NATIONAL CENTER FOR DRUG FREE SPORT

By: _____



Cindy A. Thomas, Program Manager
Name and Title



The National Center for Drug Free Sport, Inc.
 810 Baltimore
 Kansas City, MO 64105
 816/474-8655
 816/502-9287 (fax)

Description of Services

The National Center for Drug Free Sport agrees to provide Western Michigan University the following sports drug prevention services during the 2003-04 academic year.

1. Annual Policy Review:

If requested by Western Michigan University, The National Center for Drug Free Sport, Inc. ("Drug Free Sport") will review Western Michigan University's current drug prevention policies free of charge. If there are recommendations to revise or edit such policies, Western Michigan University has the opportunity to utilize Drug Free Sport's expertise with this process through our policy consulting services. Drug Free Sport does not provide legal advice. The institution's legal counsel should review all final recommendations from Drug Free Sport for revision of Western Michigan University's athletic drug prevention program.

Drug Free Sport does not provide legal advice. The institution's legal counsel should review all final recommendations from Drug Free Sport for revision of Western Michigan University's athletic drug prevention program.

2. Specimen Analysis:

Drug Free Sport will follow Western Michigan University's drug testing policies. Drug Free Sport will utilize a SAMHSA and/or IOC certified laboratory to test for any of the substances identified as banned in Western Michigan University's written policies. Western Michigan University has specifically requested the following drug-testing panels at the following prices, but has the option of utilizing additional panels offered by Drug Free Sport.

Except for the Anabolic Steroid Panel, all specimens will be screened using Enzyme Immunoassay. Positive screens and ephedrine will be confirmed using GC/MS. Confirmed positives will be reported quantitatively. Confirmations are included in the quoted price of the sample. Negative results will be available within 24-48 hours of receipt at the laboratory and provided to the client via fax or secure Internet access. Positive results will be confirmed and available within an additional 72 hours (depending on the drug class) and available to the client via fax or secure Internet access.

SMART® Basic Sports Panel**S19/Sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamines/Methamphetamines (Ecstasy)	300 ng. /mL	100 ng. /mL
Cocaine Metabolites	100 ng. /mL	50 ng. /mL
Cannabinoids	20 ng. /mL	5 ng. /mL

SMART® Basic Sports Panel with Ephedrine**S23/Sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamines/Methamphetamines (Ecstasy) (Ephedrine cut-off 5 µg. /mL)	300 ng. /mL	100 ng. /mL
Cocaine Metabolites	100 ng. /mL	50 ng. /mL
Cannabinoids	20 ng. /mL	5 ng. /mL

SMART® 4 Sports Panel**S23/Sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamines/Methamphetamines (Ecstasy)	300 ng. /mL	100 ng. /mL
Cocaine Metabolites	100 ng. /mL	50 ng. /mL
Cannabinoids	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL

SMART® 5 Drug Panel**S25/Sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamines	300 ng. /mL	100 ng. /mL
Cocaine Metabolites	100 ng. /mL	50 ng. /mL
Cannabinoids	20 ng. /mL	5 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL
Phencyclidine (PCP)	20 ng. /mL	10 ng. /mL

SAMHSA 5 Drug Panel**S20/Sample**

Substance:	Screen Cut-Off:	Confirmation Cut-Off:
Amphetamines	1000 ng. /mL	500 ng. /mL
Cocaine Metabolites	300 ng. /mL	150 ng. /mL
Cannabinoids	20 ng. /mL	15 ng. /mL
Opiates	300 ng. /mL	300 ng. /mL

Phencyclidine (PCP)	25 ng. /mL	25 ng. /mL
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Anabolic Steroid Panel		S90/Sample
Substance:	Substance:	Substance:
Androstenediol	Androstenedione	Boldenone
Clostebol	Dehydrochloromethyl-testosterone	Dehydroepiandrosterone (DHEA)
Dihydrotestosterone (DHT)	Dromostanolone	Fluoxymesterone
Mesterolone	Methandienone	Methenolone
Methyltestosterone	Nandrolone	Norandrostenediol
Norandrostenedione	Norethandrolone	Oxandrolone
Oxymesterone	Oxymetholone	Stanozolol
Testosterone	Clenbuterol	Other related compounds

*Same as NCAA banned list of Anabolic Agents.

Analysis will be performed using GC/MS reporting at detection levels. A testosterone/epitestosterone ratio greater than 6:1 will be reported. The Anabolic Agent Profile analyses will be completed with results available within 8-10 days of receipt by the laboratory and available to the client via fax or secure Internet access.

SMART Add-Ons

These substances can be added to drug-testing panels for the additional price listed below.

Substance:	Confirmation Cut-Off:	Price:
Methylphenidate (e.g., Ritalin)	100 ng. /mL	\$4.50
Ephedrine	5 µg. /mL	\$4.00
Oxycodone (e.g., OxyContin)	Level of detection	\$4.50
Ecstasy	Level of detection	\$3.00
Ethanol (urine alcohol)	0.02%	\$2.00

The laboratory will perform adulteration screening to measure pH, specific gravity, and creatinine levels on all samples regardless of the panel selected.

Western Michigan University agrees to obtain and keep on file signed institutional consent forms on all student-athletes subjected to drug testing.

3. Professional Collection Services:

Collection services are available to Western Michigan University through Drug Free Sport. Collectors are certified sports drug-testing collectors and will specifically follow Western Michigan University's policies. The collection fee schedule:

# Of Athletes Tested per Test Date:	Price per Sample:
10-19 athletes	\$20
20-29 athletes	\$19
30 + athletes	\$18

If Western Michigan University wishes to test less than 10 athletes on any given test date, fees can be negotiated with the designated collector and Drug Free Sport will provide a quote upon request. Drug Free Sport should have testing date(s) from Western Michigan University 10-14 days in advance of the test date, when possible. Drug Free Sport will assign collection contractor(s) to testing sites and provide administrative and policy support to crews via 24-hour availability.

Collection management and related expenses are based upon the number of athletes scheduled for testing on a particular test date. Therefore, Drug Free Sport will invoice for collection services based upon the number of athletes scheduled if fewer athletes are tested.

The sports drug-testing collection contractor(s) will arrive at the designated location at Western Michigan University at least fifteen minutes prior to the first scheduled collection time on the test date. The designated institutional representative will be responsible for notifying the student-athletes of their selection to drug test and when and where to report. The institutional representative will provide the collector(s) with a list of student-athletes selected for drug testing. The institutional representative will also be responsible for set-up of the collection site according to the needs of the collection contractor and should remain at the collection site throughout the drug-testing event.

The collection contractor will follow Western Michigan University's drug testing policies, but in the absence of sound and detailed collection protocol the collector will follow Drug Free Sport's Specimen Collection Procedures. Observed collections and on-site measuring of specimen pH and specific gravity will be performed when utilizing a professional collector through Drug Free Sport.

Drug Free Sport will equip collection crews and the drug-testing site with materials and forms sufficient to conduct specimen collection. Drug Free Sport will procure, store and transport all necessary supplies and specimens for drug testing.

The collection contractor will package and ship the collected specimens to the selected laboratory for analysis.